

05/16/19

6.4/7

RESOLUTION NO. 21814

**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20887 approved November 19, 2015, entered into an Agreement with Globetrotters Engineering Corporation on Contract I-15-4241 for Construction Management, Systemwide.

Per Tollway request, Globetrotters Engineering Corporation submitted a proposal to provide Supplemental Construction Management Services for Contract I-15-4241, increasing the contract upper limit by \$281,060.64, from \$4,500,000.00 to \$4,781,060.64. It is necessary and in the best interest of the Tollway to accept the proposal from Globetrotters Engineering Corporation.

**Resolution**

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Globetrotters Engineering Corporation consistent with the aforementioned proposal to increase the contract upper limit by \$281,060.64, subject to the approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: \_\_\_\_\_

Chairman



May 6, 2019

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

Attention: Mustafa Hassan  
Pete Foernssler  
Manny Lao

RE: Contract I-15-4241 Supplement *A2*  
Construction Management Services Upon Request  
Request Task Funds

Dear Mr. Kovacs:

Globetrotters Engineering Corporation (Globetrotters) respectfully requests funds to cover costs incurred providing dedicated construction management to the completion of Contract I-15-4241 Supplement 1 approved on June 23, 2017. These costs are required to complete the projects and subsequent close-out.

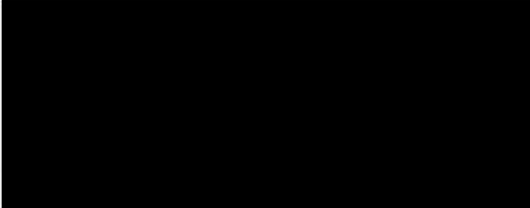
The initial cost of construction management was estimated under the assumption that all tasks would conclude within the same general timeframe and could be managed concurrently with the manhours allocated across the tasks, which had a scheduled completion date of October 2018.

- Task 4322 was delayed for more than 7 months, while G4S (PM-Kellas Dodson) resolved customer and scheduling issues associated with the transfer of fiber service.
- Task 4327 was delayed more than 8 months due to a railroad permit oversight; a permit is required for installation of fiber and another permit is required for the removal of existing fiber. The removal permit was never obtained and the project was delayed until the removal permit was granted.

These tasks required a R.E., inspector, and documentation person. Due to the 7 & 8 month delays of task 4322 & 4327, respectively, the efficiency expected from working all tasks concurrently wasn't realized. All field construction activities have been completed and the remaining contracts are in the final stages of the close-out process. Globetrotters construction management costs due to delays were **\$188,761.28** as of January 11<sup>th</sup>, 2019. Globetrotters additional construction management cost from January 11<sup>th</sup> to today are **\$92,299.36**, for a total construction management cost of **\$281,060.64**.

**This request will not impact the overall D/M/WBE and VOSB participation and Globetrotters will complete the project within the new contract amount.**

If you have any questions, please contact me or Terry Shanklin at (312) 619-7933.



Brian J. McPartlin  
Executive Vice President  
Globetrotters Engineering Corporation

Enclosure

cc: M. J. McMurray – GEC      Terry Shanklin - GEC  
A. Shah – GEC                      GEC File 15022



1-15-4241

# Unified Certification Program - Search

**Contractor Details**

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

**Gonzalez**

**Companies, LLC**

Carlos V. Huddleston  
525 W. Main St., Ste. 125  
Belleville, IL 62220

**County:** St. Clair

**Email:** gonzalezcompanies@gonzalezcos.com

**Phone:** (618) 222-2221

**Fax:** (618) 222-2225

**Categories:** Architecture\Engineering

**NAICS**

541330-Engineering  
Services

**Speciality**

541330- ROADS AND  
STREETS  
CONSTRUCTION  
INSPECTION

CLOSE WINDOW

[Print](#)

1-15-4241

### Business & Contact Information

BUSINESS NAME	<b>Globetrotters Engineering Corporation, DBA GEC Design Group and Globetrotters Group</b>	
OWNER	Mr. Ajay Shah	
ADDRESS	300 South Wacker Drive Suite 400 Chicago, IL 60606-6716	<a href="#">Map This Address</a>
PHONE	312-922-6400	
FAX	312-922-0267	
EMAIL	<a href="mailto:marketing@gec-group.com">marketing@gec-group.com</a>	

### Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	7/13/2016
RENEWAL DATE	6/1/2019
EXPIRATION DATE	6/1/2019
CERTIFIED BUSINESS DESCRIPTION	NAICS 541310 Architectural (except landscape) services NAICS 541330 Engineering services NAICS 541340 Drafting services NAICS 541350 Building inspection services NAICS 541370 Surveying and mapping services (except geophysical) NAICS 541410 Interior design services NAICS 541512 Computer Systems Design Services NAICS 541519 Other Computer Related Services NAICS 541611 Administrative Management and General management Consulting Services NAICS 541618 Other Management Consulting Services NAICS 541690 Other Scientific and Technical Consulting Services NAICS 541990 All Other Professional, Scientific, and Technical Services

### Commodity Codes

Code	Description
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Globetrotters

1-15-4241

NAICS 541310	Architectural (except landscape) services
NAICS 541330	Engineering services
NAICS 541340	Drafting services
NAICS 541350	Building inspection services
NAICS 541370	Surveying and mapping services (except geophysical)
NAICS 541410	Interior design services
NAICS 541512	Computer Systems Design Services
NAICS 541519	Other Computer Related Services
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541618	Other Management Consulting Services
NAICS 541690	Other Scientific and Technical Consulting Services
NAICS 541990	All Other Professional, Scientific, and Technical Services

**Additional Information**

WARD	<b>42</b>
COMMUNITY AREA	<b>32 Loop</b>

1-15-4241

## OFFICE OF THE ILLINOIS SECRETARY OF STATE

**JESSE WHITE**  
SECRETARY OF STATE



## CORPORATION FILE DETAIL REPORT

File Number	50326837		
Entity Name	GLOBETROTTERS ENGINEERING CORPORATION		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	10/16/1973	State	ILLINOIS
Agent Name	BRIAN J KRAJEWSKI	Agent Change Date	04/29/2016
Agent Street Address	1547 WARREN AVE	President Name & Address	MICHAEL MCMURRAY 300 SOUTH WACKER DRIVE #200 CHICAGO 60606
Agent City	DOWNERS GROVE	Secretary Name & Address	AJAY SHAH 300 SOUTH WACKER DRIVE #200 CHICAGO 60606
Agent Zip	60515	Duration Date	PERPETUAL
Annual Report Filing Date	09/02/2018	For Year	2018
Assumed Name	ACTIVE - GEC DESIGN GROUP ACTIVE - GLOBETROTTERS GROUP		

[Return to the Search Screen](#)


(One Certificate per Transaction)

## OTHER SERVICES




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

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:25 05/08/19

ACTION: S

VENDOR NUMBER= \*\*\*

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 05/08/19 AT 14:26 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



OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:25 05/08/19

ACTION: S

VENDOR NUMBER= \*\*

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 05/08/19 AT 14:26 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

CONSTRUCTION MANAGER  
SECOND SUPPLEMENTAL AGREEMENT

The Board of Directors, on the **16<sup>th</sup>** day of **May, 2019**, 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 **GLOBETROTTERS ENGINEERING CORPORATION**, a **corporation** authorized and existing within the laws of the State of Illinois, hereinafter sometimes referred to as "CONSTRUCTION MANAGER".

W I T N E S S E T H:

WHEREAS, the TOLLWAY selected CONSTRUCTION MANAGER from **PSB 15-2, Item 1**, and CONSTRUCTION MANAGER entered into an agreement on **November 19, 2015**, to provide construction management services (hereinafter "Services") for Contract No. **I-15-4241** for **Construction Management Services Upon Request – Systemwide, On-call and As-needed**; and

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

WHEREAS, CONSTRUCTION MANAGER has submitted a proposal dated **May 7, 2019**, 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 CONSTRUCTION MANAGER dated **November 19, 2015** ("Original Agreement") and commonly referred to as Contract No. **I-15-4241** and any prior supplements, 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 incorporated into and made a part of this **SECOND** Supplemental Agreement.

## ARTICLE II

### Time of Performance

The CONSTRUCTION MANAGER shall perform the services herein in accordance with the schedule included at Exhibit "A" in the attached proposal.

## 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 CONSTRUCTION MANAGER and any and all prior Supplemental Agreements, if any, to provide Services for Contract No. **I-15-4241 for Construction Management Services Upon Request – Systemwide, On-call and As-needed** 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER's place of business in order to audit the records. If they are not produced in a timely manner by the CONSTRUCTION MANAGER, then the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER or its subcontractors. The CONSTRUCTION MANAGER shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the CONSTRUCTION MANAGER, whether those funds are due under this contract or other contracts to which the CONSTRUCTION MANAGER is a party either directly with the TOLLWAY or as a subcontractor. In the event the CONSTRUCTION MANAGER fails or refuses to reimburse the TOLLWAY for an overpayment, the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER fails to comply with these requirements, the CONSTRUCTION MANAGER may be disqualified or suspended from bidding on or working on future contracts.

## ARTICLE VI

### Compensation

The upper limit of compensation for said supplemental Services for Contract No. **I-15-4241** for **Construction Management Services Upon Request – Systemwide, On-call and As-needed** performed by the CONSTRUCTION MANAGER under the Original Agreement and including the services set forth herein, is hereby increased from \$ **4,500,000.00** by \$ **281,060.64** to \$ **4,781,060.64**.

## ARTICLE VII

### Report of a Change in Circumstances

The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER's Certification/Disclosure Forms, the CONSTRUCTION MANAGER's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, the CONSTRUCTION MANAGER agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The CONSTRUCTION MANAGER agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

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

## ARTICLE VIII

### EXPATRIATED ENTITIES

Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.



IN WITNESS WHEREOF, the parties hereto have executed this **SECOND SUPPLEMENTAL AGREEMENT** for **I-15-4241** the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

**GLOBETROTTERS ENGINEERING  
CORPORATION**

By [Redacted] 2/18/2019  
Chair/Executive Director - Signature Date  
Will Evans/José Alvarez

[Redacted] 5/14/19  
President-Signature Date

Michael J. McMurray  
Printed Name as Signed Above

APPROVED:  
[Redacted] 7/3/19  
Chief Financial Officer - Signature Date  
Michael Colsch

APPROVED:  
[Redacted] 7/2/19  
General Counsel – Signature Date  
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality  
[Redacted] 6-28-19  
Attorney General, State of Illinois - Signature Date

**PROPOSAL  
TO THE  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
FOR SUPPLEMENTAL CONSTRUCTION MANAGER SERVICES**

**FOR CONTRACT NUMBER I-15-4241**

This proposal, dated May 7, 2019, is submitted by Globetrotters Engineering Corporation of Chicago, IL for Construction Manager's Service.

DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract I-15-4241 for which we propose to provide Construction Manager Services is Construction Management Services Upon Request Systemwide, On-call and As-needed, in Various County (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 CONSTRUCTION MANAGER 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 Construction Manager's Services except where herein modified.

FEE PROPOSAL

The CONSTRUCTION MANAGER 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 Labor Costs (less overtime premium) multiplied by a factor of 2.80 to compensate for **Payroll Burden and Fringe Costs, Overhead and Miscellaneous Indirect Costs and Profit.** This factor shall be used for periodic invoicing during the project.

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

### AGREEMENT LIMITS

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

The Upper Limit Compensation shall be increased

from \$ 4,500,000.00 by \$ 281,060.64 to \$ 4,781,060.64.

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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER's place of business in order to audit the records. If they are not produced in a timely manner by the CONSTRUCTION MANAGER, then the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER or its subcontractors. The CONSTRUCTION MANAGER shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the CONSTRUCTION MANAGER, whether those funds are due under this contract or other contracts to which the CONSTRUCTION MANAGER is a party either directly with the TOLLWAY or as a subcontractor. In the event the CONSTRUCTION MANAGER fails or refuses to reimburse the TOLLWAY for an overpayment, the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER fails to comply with these requirements, the CONSTRUCTION MANAGER may be disqualified or suspended from bidding on or working on future contracts.

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

INVOICES for services performed and expenses incurred through December 31<sup>st</sup> must be submitted to the TOLLWAY no later than February 28<sup>th</sup> of the subsequent year. The CONSTRUCTION MANAGER expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the CONSTRUCTION MANAGER fails to obtain prior written approval from the Chief

Engineering Officer for an alternative INVOICE submission date. CONSTRUCTION MANAGER will request such approval or an INVOICE submittal extension no later than February 15<sup>th</sup>.

PARTIAL PAYMENTS

Partial payments to the CONSTRUCTION MANAGER 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, respectively.

REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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

THIS PROPOSAL FOR SUPPLEMENTAL CONSTRUCTION MANAGER  
SERVICES FOR

CONTRACT I-15-4241

SUBMITTED BY:

FIRM NAME: Globetrotters Engineering Corporation

ADDRESS: 300 S. Wacker Drive Suite 400

CITY, STATE &  
ZIP CODE: Chicago, IL 60606

TELEPHONE: 312-922-6400

FACSIMILE: 312-922-7197

SIGNED BY:  \_\_\_\_\_

PRINTED NAME: Michael J. McMurray

TITLE: President





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".



# Contract Information Sheet

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

Consultant Name: Globetrotters Engineering Corporation

Contract Number: I-15-4241 S-2

Proposal Date: 5/7/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

A full set of instructions to complete the exhibits is available on the Tollway's website







Contract No.: 1-15-4241 S-2

Consultant: Globetrotters Engineering Corporation

Date: 5/7/2019

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

CONTRACT TERM: 7 No. OF MONTHS

SCHEDULED START DATE: 9/1/2018

RAISE DATE: 1/1/2019

PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

9/1/2018	-	12/31/2018	1/1/2019	-	3/31/2019						
Date		Date	Date		Date	Date	Date	Date	Date	Date	Date
4.0		7.0	3.0		7.0	7.0	7.0	7.0	7.0	7.0	7.0

57.14%	Escalation Factor First Period	42.86%	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period
--------	--------------------------------	--------	---------------------------------	--------------------------------	---------------------------------	--------------------------------

**ESCALATION PER YEAR Year 6 through 10**

Date		Date		Date		Date		Date	
7.0		7.0		7.0		7.0		7.0	

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

The escalation factor for this project is: 100.00%

Contract No.: I-15-4241 S-2

Consultant: Globetrotters Engineering Corporation

Date: 5/7/2019

Escalation Factor: 100.00%

(From Exhibit C-1)

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

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	DIRECT COST	
							Escalated Average Overtime Premium Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00					
No	Project Manager	\$40.00	\$70.00	\$63.00	\$63.00	119.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$60.00	\$60.00	34.00		
No	Resident Engineer	\$40.00	\$70.00	\$55.00	\$55.00	791.00		
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.00	\$45.00	547.00		
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00	\$35.00	\$35.00	93.00		
No	Architect	\$30.00	\$70.00					
No	Really Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00					
<p><b>Total Estimated Work Hours: 1,584.00</b></p> <p><b>Average Hourly Rate: \$51.08</b></p> <p><b>Total Direct Labor \$80,910.72</b></p>							<p><b>Total Estimated O/T Hours:</b></p> <p><b>Average Premium O/T Hourly Rate:</b></p> <p><b>Total Overtime Premium:</b></p>	

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal			\$50 - \$70
Project Manager	Resident Engineer-2	Terrence Shanklin	\$40 - \$70
Senior Engineer/Planner	Civil Design Engr - 3	Terrance Walloch	\$40 - \$70
Resident Engineer	Resident Engineer-1	Demitri Demitropoulos	\$40 - \$70
Project Engineer/Planner	Const Insp - 2	Renato Baladad	\$25 - \$60
	Const Insp - 2	Gerardo Sanchez	
	Civil Constr Eng - 2	Igor Eskin	
	Civil Design Eng - 2	Kenneth Lirette	
	Civil Const Engr - 1	Lekan Ogedengbe	
	Const Inspector - 1	Rashad Marga	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	CADD - Oper - 2	Boris Shkolnik	\$15 - \$50
Really Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Date: 5/7/2019

Contract No.: 1-15-4241 S-2

Consultant: Globetrotters Engineering Corporation





## ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

## ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay \*\*- Weekly (vehicle and hotel) –  
Number of days on job site plus one day to travel to and from job site per week.

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

### NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: I-15-4241 S-2

Consultant: Globetrotters Engineering Corporation

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Brian McPartlin

**Project Manager:** Terrence Shanklin, P.E.

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

**Resident Engineer:** Demitri Demitropolous

**Documentation Engineer:** Renato Baladad

**Project Civil Engineer:** Sung Lee, P.E.

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

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

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

**Others:** Name: Gerardo Sanchez

Classification: Materials Coordinator

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

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

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

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

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

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

**EXHIBIT F**

**Contract No. I-15-4241 S-2**

**Globetrotters Engineering Corporation**

**SCOPE OF SERVICES**

Globetrotters will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. Globetrotters may be required to review and make comments on Pre-Final Design Plans submitted to the Tollway for constructability. Globetrotters will complete and submit final measurements, calculations, and final contract documents to the Tollway no later than 6 weeks after completion of Punch List for the project. Tasks included 4294 - WB Fencing, 4319 - EB Fencing, 4322 - WB Fiber Removal, 4327 - EB Fiber Removal, and 4290 - Grading and Landscaping

**EXHIBIT G**

**Contract No. I-15-4241 S-2**

**Globetrotters Engineering Corporation**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-17-4315	ISTHA:Construction Management	\$5.0 million	\$2.3 million	4/30/21
I-13-4614	ISTHA:Elgin O'Hare West Access-DUR	\$2.0 million	\$1.0 million	12/31/19
I-13-4622	ISTHA:Elgin O'Hare West Term Design	\$5.5 million	\$0.7 million	12/31/20
PTB 185-001	IDOT: Various ADA and/or Phase I	\$1.8 million	\$1.3 million	1/31/23
PTB 187-003	IDOT: US 14 Pumping Station-Ph III	\$1.2 million	\$1.1 million	8/7/20
22032700	CMS: Professional Fiber Engineering	\$1.2 million	\$0.9 million	10/15/20
805-030-020	CDB:Illinois Math & Science Academy	\$443,000	\$195,000	12/31/19
125-110-015	CDB: Illinois Youth Center	\$466,000	\$288,000	12/31/19
630-000-207	CDB: Repair / Replace Roofs/Entry Ways	\$222,000	\$44,000	9/30/19

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

<p>1 <u>Gonzalez Companies, LLC</u></p> <p>Direct Labor                   \$ 41,440.00</p> <p>Direct Costs                   \$ 343.78</p> <p>Services by Others             _____</p> <p>Additional Services **        _____</p> <p>Total this Subconsultant (ULC)       \$ 41,783.78</p>	<p>6 _____</p> <p>Direct Labor                   _____</p> <p>Direct Costs                   \$ _____</p> <p>Services by Others             \$ _____</p> <p>Additional Services **        \$ _____</p> <p>Total this Subconsultant (ULC)       \$ _____</p>
<p>2 <u>Juneau Associates, Inc. P.C.</u></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 <u>Material Service Testing, Inc.</u></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 <u>V3 Consultants</u></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:	\$ 41,783.78
TOTAL Additional Services DBE/MBE/WBE Subconsultants:	\$ _____
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:	\$ 41,783.78
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):	14.87%
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):	14.87%

**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: \$ -



# Contract Information Sheet

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

Consultant Name: Gonzalez Companies, LLC

Contract Number: I-15-4241 S-2

Proposal Date: 5/7/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

A full set of instructions to complete the exhibits is available on the Tollway's website





Contract No.: I-15-4241 S-2 Consultant: Gonzalez Companies, LLC

Date: 5/7/2019

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

CONTRACT TERM: 2 No. OF MONTHS  
 SCHEDULED START DATE: 7/1/2018  
 RAISE DATE: 1/1/2019  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

7/1/2018	-	8/31/2018	-	-	-
Date		Date		Date	Date
2.0		2.0		2.0	2.0
100.00%					
Factor First Period		Escalation Factor Second Period		Escalation Factor Third Period	Escalation Factor Fourth Period
					Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

	-		-		-
Date		Date		Date	Date
2.0		2.0		2.0	2.0
Escalation Factor Sixth Period		Escalation Factor Seventh Period		Escalation Factor Eighth Period	Escalation Factor Ninth Period
					Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-15-4241 S-2

Consultant: Gonzalez Companies, LLC

Date: 5/7/2019

Escalation Factor: 100.00%  
(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>										<b>DIRECT COST OVERTIME PREMIUM</b>	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated Work Hours:		Total Overtime Premium:	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
							Total	Average			
No	Principal	\$50.00	\$70.00				400.00		\$14,800.00		
No	Project Manager	\$40.00	\$70.00								
No	Senior Engineer/Planner	\$40.00	\$70.00								
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$37.00	\$37.00	400.00					
No	Staff Engineer/Planner	\$20.00	\$40.00								
No	Engineer /Accountant	\$20.00	\$60.00								
No	Senior Technical Specialist	\$25.00	\$60.00								
No	Technical Specialist	\$15.00	\$50.00								
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
No	Admin/Clerical	\$8.25	\$40.00								

EXHIBIT "1"

Contract No.: I-15-4241 S-2

Consultant: Gonzalez Companies, LLC

Date: 5/7/2019

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

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal			\$50 - \$70
Project Manager			\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Aurora Delgado	\$25 - \$60
	Project Engineer	Shawn Syed	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40



## ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

## ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay \*\*- Weekly (vehicle and hotel) –  
Number of days on job site plus one day to travel to and from job site per week.

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

### NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: I-15-4241 S-2

Consultant: Gonzalez Companies, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

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

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

**Documentation Engineer:** Elizabeth S. Glowacz

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT F**

**Contract No. I-15-4241 S-2**

**Gonzalez Companies, LLC**

**SCOPE OF SERVICES**

This project is to perform Phase III engineering services required for the construction, inspection and supervision at selected locations on the Tollway system. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on as as-needed basis. Typical tasks will include projects that are required for the Tollway system, and may include, but not be limited to:

Crossroad bridge rehabilitation  
Right of way fence and landscaping installation  
Bridge and wall repairs  
On call and as-needed work related to the Tollway system

**EXHIBIT G**

**Contract No. I-15-4241 S-2**

**Gonzalez Companies, LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
PTB 172/021	Rte 157 over Schoenberger Crk, Phase III	\$1,077,935.00	\$364,197.00	6/1/2017
PTB 164/007	Joliet Movable Bridges, Phase III	\$979,893.00	\$690,000.00	8/1/2019
PSB 16-1	Construction Management Upon Request	\$3,000,000.00	\$2,512,817.00	12/31/2018
PSB 15-1	Construction Management Upon Request	\$350,000.00	\$50,000.00	12/31/2017
PSB 15-1	Design Upon Request	\$75,000.00	\$75,000.00	12/31/2017
129997	41st Bridge CDOT Phase III Const. Eng.	\$110,000.00	\$110,000.00	12/31/2017
PTB 179	I-290 Congress Parkway, Circle Int.	\$189,754.00	\$189,754.00	12/31/2018
PTB 181	US 34 Eldamain Rd. to Center Pkwy.	\$187,500.00	\$187,500.00	12/31/2019

**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**

1			
	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)	\$ _____	-
3			
	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)	\$ _____	-
5			
	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)	\$ _____	-
7			
	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)	\$ _____	-
9			
	Direct Labor	_____	
	Direct Costs	\$ _____	-
	Services by Others	\$ _____	-
	Additional Services **	\$ _____	-
	Total this Subconsultant (ULC)	\$ _____	-
10			
	Direct Labor	_____	
	Direct Costs	\$ _____	-
	Services by Others	\$ _____	-
	Additional Services **	\$ _____	-
	Total this Subconsultant (ULC)	\$ _____	-

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

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

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

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

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

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

**EXHIBIT H - 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: \$ -