

11/19/15

6.3/8

RESOLUTION NO. 20887

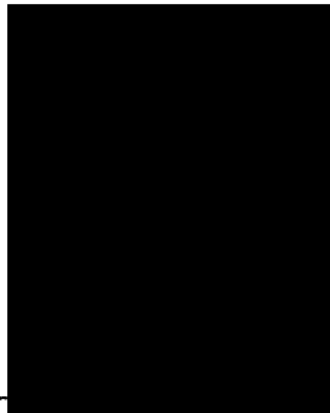
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Construction Management for Construction Management Services Upon Request, Systemwide, on Contract No. I-15-4241. Globetrotters Engineering Corporation has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,500,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Globetrotters Engineering Corporation to obtain Construction Management Services, Contract No. I-15-4241, with an upper limit of compensation not to exceed \$3,500,000.00, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

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



December 16, 2015

Mr. Michael J. McMurray, President
Globetrotters Engineering Corporation
300 S. Wacker Drive, Suite 400
Chicago, IL 60606

Re: Contract I-15-4241
Construction Management Services Upon Request
Systemwide – On-call and As-needed

NOTICE TO PROCEED

Dear Mr. McMurray:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated November 2, 2015, for Construction Management Services for Contract I-15-4241. You are hereby authorized to commence with the work as of December 16, 2015, and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

In advance of your first billing, the prime and subconsultants (if any) must submit a certified payroll with a signed affidavit for all employees that are listed on the Exhibit C-3 in your contract. The certified payroll should have an effective date after, but within three weeks the effective date of this Notice to Proceed. This document may be submitted by U.S. Mail, other delivery services or by e-mail. Hard copies should be addressed to the attention of **Disbursement Control Supervisor**. The envelope containing the document should be clearly marked "Certified Payroll". The required Certified Payroll may also be delivered electronically to the following address: accountspayable@getipass.com. Please send either hard copy or electronic copy, but not both. We request the certified payroll in advance so that upon receipt of your first invoice, any associated issues regarding payroll have an opportunity to be resolved.

This contract is subject to the Illinois Procurement Code 30 ILCS 500. The code requires the General Contractor awarded a Tollway contract to submit certification/disclosure forms from subcontractors of **all** tiers whose contract value exceeds \$50,000. If you have not already submitted the required documentation, the subcontractor forms must be submitted within **15 days** from this Notice-to-Proceed date or after execution of the sub-contract, whichever is later.

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

Contract I-15-4241
Notice to Proceed
Page 2 of 2

In accordance with your Construction Management Agreement, Article XVI – Quality Assurance and Quality Control (QA/QC) Plan, we are requesting submittal of your QA/QC Plan, via Tollway’s Web-Based Project Management System, within fourteen (14) days of receiving this Notice To Proceed, for approval by the Chief Engineer.

Please contact Manny Lao at 630-241-6800 extension 3902 for further information.

Sincerely,



Paul D. Kovacs, P.E.
Chief Engineer

PDK: cmhg

cc:	Mustafa Hassan	John Donato	Lane Closures	Sue Biggs
	Manny Lao	Linda Davis-Adams	Patricia Mathez	Victoria Santiago
	Rocco Zuccherro	Dorothy Jablonski	Maria Limonciello	

File: 04.4241.01.05 LT_Tollway_PDK_4241Globetrotters-NTP_12162015

1.4.1 Item 1: I-15-4241, Construction Management Services Upon Request

This project has a 20% D/M/WBE participation goal and 1.25% VOS/SDVOSBE participation goal.

Phase III engineering services are 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 an as-needed basis. Typical tasks will include projects that are required for the Tollway system, and may include, but not be limited to:

Work scheduled for construction in 2016:

1. Mainline Bridge Rehabilitation
2. Crossroad Bridge Rehabilitation
3. Right-of-Way Fence and Landscaping Installation
4. Bridge and Wall Repairs
5. On call and as-needed work related to the Tollway System

Work scheduled for construction in 2017:

1. Crossroad Bridge Reconstruction or Rehabilitation
2. On call and as-needed work related to the Tollway System

The upper limit of compensation will be set at \$3,500,000 to be authorized for use as individual projects are needed.

The Consultant 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. The Consultant may be required to review and make comments on Pre-Final Design Plans submitted to the Tollway for constructability. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project.

Firms must be prequalified by IDOT in the following categories:

**Special Services (Construction Inspection)
Structures (Highway Bridges: Typical)**

The Tollway will allow a prime firm to meet the prequalification for Structures (Highway Bridges: Typical) through a subconsultant.

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

- The person who will assume duties as Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- The Resident Engineer.
- The Materials Coordinator.
- The Document Technician. (The person actively performing the documentation on the project must possess a current IDOT Construction Document certificate. **Include the Documentation Certificate Number for IDOT class S-14, Documentation of Contract Quantities.**)
- The Materials QA Technician.

Schedule: This project is scheduled to start in Fall 2015 for construction contracts in 2016 and 2017.

The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy

I-15-4241

and electronic format and follow the CADD Standards Manual.

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

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

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

G. D/M/WBE and VOSB Commitment:

GEC has a strong commitment toward promoting the participation of disadvantaged, minority and woman-owned and VOSB firms on its projects. GEC (MBE) will be performing 80% of the work, and will utilize the following subconsultants:

Gonzalez Companies, LLC (DBE)	10% Participation
Material Service Testing, Inc. (M/DBE)	5% Participation
Juneau Associates, Inc., P.C. (VOSB)	5% Participation

Our project team will be 95% DBE/MBE/WBE and 5% VOSB, far exceeding the 20% D/M/WBE goal, and also exceeding the 1.25% VOSB project goal.

Gonzalez brings an experienced documentation engineer that is highly regarded by Tollway auditors. Juneau Associates, Inc., P.C. is familiar with Tollway procedures and is providing inspectors with Tollway experience. As a mentor-protégé partner, GEC will work closely with Juneau's staff to transfer our knowledge and experience. Material Service Testing brings the knowledge and experience of many Tollway and similar agency projects.

GEC will look for opportunities to include our D/M/WBE and VOSB partners in additional activities besides routine inspection to expand the experience of the company and employee.

GEC believes that the proposed project team will deliver superior construction engineering services to the Tollway for this project.

**PARTNERSHIP-MENTOR/PROTÉGÉ PROGRAM
FOR
VETERAN AND SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (VOSBs)
PSB: 15-2 ITEM: 1**

**MEMORANDUM OF UNDERSTANDING
BETWEEN:**

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
Globetrotters Engineering Corporation	Globetrotters Engineering Corporation 300 S. Wacker Drive, #400, Chicago, IL 60606		Juneau Associates, Inc., P.C.	Juneau Associates, Inc., PC 100 N. Research Drive, Edwardsville, IL 62025

Note: The DBE goal is separate and distinct from the VOSB goal. A single firm may not be utilized to achieve credit toward both DBE and VOSB goals on a single project. Therefore, the protégé participation must match the goal for which the protégé is being utilized.

I. PROGRAM PURPOSE

The Mentor and the Protégé commit to entering into a Mentor/Protégé Agreement in accordance with the current guidelines of the Tollway's Partnership-Mentor/Protégé Program. The purpose of the Program is to facilitate the Tollway's professional service consultants with:

- A. Meeting Veteran and Service-Disabled Veteran Owned Small Business (VOSB) participation goals,
- B. Establishing new partnerships with VOSB firms that have no prior experience providing professional services to the Tollway,
- C. Continuing technical and nontechnical support for VOSB firms that have limited experience providing professional services to the Tollway, and
- D. Assisting VOSB firms with building their capacity and becoming and/or remaining self-sufficient, competitive, and profitable business enterprises.

A **VOSB** means a business certified by the State of Illinois Department of Central Management Services (CMS) as a Veteran-owned small business or Service-disabled Veteran-owned small business. Professional Services shall be defined as Architecture, Landscape Architecture, Professional Engineering and Professional Land Surveying.

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 4.00 %
 Scope:
 Construction Inspection

- Work not applicable to prequalification category(ies) 1.00 %
 Scope:
 Project Documentation

Note: Protégé must participate in either one or both of these areas

Handwritten signature and date: 11/24/15

2. In area(s) not being mentored:

- Work the Protégé will self-perform

0.00
____%*Note: Protégé participation in this area is optional*

3. Total participation by the Protégé (Sum of 1. and 2.)

5.00
____%B. Briefly describe an assessment of the Protégé's needs (*one-half page maximum*).

Juneau Associates needs assistance in developing their knowledge and understanding of Tollway standard policies and procedures to manage and execute Construction Management services. Juneau will participate in the mentor's internal training programs. The mentor will recommend training needs and training opportunities to Juneau. Also the mentor will present their internal procedures utilized for Phase III engineering services typically provided to the Tollway.

Juneau also needs mentoring in the area of Project Management. The mentor will assist Juneau in the area of business collaborations and marketing for Tollway-related work. Also, the mentor firm will assist Juneau in the enhancement of working relationships with the Tollway and other consultant engineering firms, and remaining a self-sufficient, competitive, and self-reliant business.

 C. Briefly describe specific assistance the Mentor will provide to support the Protégé's needs (*one-half page maximum*).

- Inspector related activities including quantity take-off, field documentation, proper inspection procedures, and communication.
 - Training in contractor relations and dispute resolution.
 - Training in Tollway E-Builder and Tollway documentation training.
-

III. MENTOR EXPERIENCE WITH THE PROGRAM

- A. Has the Prime consultant served as a Mentor on a Tollway project completed within the last five years? If yes, list Contract #(s): YES NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

- B. Is the Prime consultant currently serving as a Mentor on a Tollway project? If yes, list Contract #(s): YES NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

- C. Has the Prime consultant mentored the Protégé on another Tollway project within the last five years? If yes, list Contract #(s): YES NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

- A. Has the VOSB firm ever been contracted by the Tollway as a Prime consultant? If yes, list date, Contract #, and description of scope for each project(s): YES NO

<u>Date</u>	<u>Contract #</u>	<u>Description of Scope</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Has the VOSB firm participated in a Mentor/Protégé Agreement on a Tollway YES NO project completed within the last five years? If yes, list the following for each project(s).

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

C. Is the VOSB firm currently participating in a Mentor/Protégé Agreement on a Tollway project? If yes, list the following for each project(s). YES NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

D. Has the VOSB firm participated in a Mentor/Protégé Agreement on an Illinois Department of Transportation project completed within the last five years? If yes, list the following for each project(s). YES NO

<u>PTB No/ Item</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- E. If the Protégé has been mentored in the same Area of Assistance proposed on this project for a Tollway and/or IDOT project a combined total of more than three times, provide explanation supporting need for additional mentoring.

N/A

V. STATEMENT OF COMMITMENT

The purpose of this statement is to confirm a commitment between the Mentor and Protégé, that upon notice of selection from the Illinois Tollway for this PSB Item, a formal VOSB Mentor-Protégé Agreement will be prepared in accordance with the current guidelines of the Tollway's Partnership-VOSB Mentor/Protégé Program.

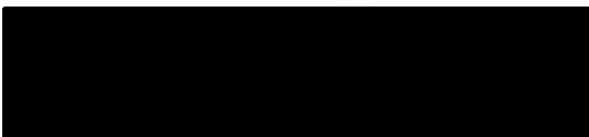
Should the proposer, after contract negotiation, wish to modify the 'Plan to Achieve Diversity Goal', the awarded consultant is requested to submit to the General Manager of Diversity a detailed explanation of the work category changes that were not known at the time of the SOI submittal.



SIGNATURE (Mentor Representative)

August 14, 2015

(Date)



SIGNATURE (Protégé Representative)

August 14, 2015

(Date)

CMS

ILLINOIS

Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

February 25, 2015

Charles Juneau
Juneau Associates, Inc., P.C.
2100 State Street
Po Box 1325
Granite City, IL 62040-1325

RECEIVED
MAR 09 2015
Juneau Associates

Certification Term Expires: February 25, 2016

Re: NCA Certification Approval (VOSB)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied in the No-Change Affidavit (NCA), we are pleased to inform you that your firm has been granted continued certification under the Veterans Business Program (VBP). Your firm's name will remain in the State's Directory as a certified vendor with VBP.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Veteran-Owned Small Business (VOSB) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Veterans Business Program (VBP) in the specialty area(s) of:

SERVICES, DRAFTING
SERVICES, ENGINEERS - CIVIL
SERVICES, ENGINEERS STRUCTURAL
SERVICES, ENGINEERING-ARCHITECTURAL, ETC
SERVICES, SURVEYING

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Veterans Business Program (VBP). We welcome your participation and wish you continued success.



Carlos Gutierrez
Certification Manager
Veterans Business Program

(V49VOB)

EXHIBIT F - Letter of Intent

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each VOSB certified vendor. LOIs must be submitted with the Statement of Interest and must be signed by both parties. The Prime Vendor shall not prohibit or otherwise limit the VOSB certified vendor(s) from providing subconsultant proposals to other potential vendors. Each LOI must include the negotiated contract percentage and a detailed scope of work to be performed by each identified VOSB certified vendor. All LOI's shall be subject to Agency approval. Any changes involving or affecting the identified VOSB certified vendor may not be permitted without written approval of the procuring Agency.

Project Name: Construction Management Services Upon Request Project/Solicitation Number: PSB 15-2, Item 1: I-15-4241

Name of Prime Vendor: Globetrotters Engineering Corporation VOSB Compliance Contact: Michael J. McMurray

Address: 300 S. Wacker Drive, Suite 400

City: Chicago State: Illinois Zip Code: 60606

Telephone: (312) 922-6400 Fax: (312) 922-0267 Email: marketing@gec-group.com

Name of Certified VOSB Vendor: Juneau Associates, Inc., P.C.

Address: 2100 State Street VOSB Compliance Contact: Brian Kulick, PE, PLS

City: Granite City State: Illinois Zip Code: 62040

Telephone: (618) 877-1400 Fax: (618) 452-5541 Email: bkulick@jaipc.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: Fall 2015

Proposed 5.00 % of Contract to be performed by the VOSB Vendor.

NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified VOSB Vendor.

Detailed description of work to be performed by the VOSB Vendor:

Construction inspection support services.

The Vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the Certified VOSB Vendor will perform the scope of work in the percentage as indicated above.

Vendor (Company Name and D/B/A):
[Redacted]

Signature: [Redacted]
Print Name: Michael J. McMurray
Title: President
Date: 7/28/15

Certified VOSB Vendor (Company Name and D/B/A):
[Redacted]

Signature: [Redacted]
Print Name: Charles E. Juneau
Title: President
Date: 7/28/2015



DEPARTMENT OF PROCUREMENT SERVICES

JUN 05 2014

CITY OF CHICAGO

Niranjan Shah
Globetrotters Engineering Corporation,
DBA GEC Design Group and Globetrotters Group
300 South Wacker Drive, Suite 400
Chicago, IL 60606

Dear Mr. Shah:

We are pleased to inform you that **Globetrotters Engineering Corporation, DBA GEC Design Group and Globetrotters Group** has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **06/01/2019**; 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 06/01/2015, 06/01/2016, 06/01/2017, and 06/01/2018**. 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 **06/01/2019**. 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 **04/01/2019**.

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.

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):

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



Janie L. Rhee
Chief Procurement Officer

JLR/sl

I-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



NOV 26 2013

DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Rashod Johnson
Material Service Testing, Inc.
921 W. Van Buren Street, Suite 210
Chicago, IL 60607-3571

Dear Mr. Johnson:

We are pleased to inform you that **Material Service Testing, Inc.** has been certified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **11/01/2017**; 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 **11/01/2014, 11/01/2015, and 11/01/2016**. 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 **11/01/2017**. 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 **09/01/2017**.

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:

- 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;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

- 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

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/ha

115-4241

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE
 SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

Entity Name	GLOBETROTTERS ENGINEERING CORPORATION	File Number	50326837
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	10/16/1973	State	ILLINOIS
Agent Name	AJAY N SHAH	Agent Change Date	03/23/2011
Agent Street Address	300 S WACKER DR STE 400	President Name & Address	MICHAEL MCMURRAY 300 SOUTH WACKER DRIVE #200 CHICAGO 60606
Agent City	CHICAGO	Secretary Name & Address	AJAY SHAH 300 SOUTH WACKER DRIVE #200 CHICAGO 60606
Agent Zip	60606	Duration Date	PERPETUAL
Annual Report Filing Date	09/09/2015	For Year	2015
Assumed Name	ACTIVE - GEC DESIGN GROUP ACTIVE - GLOBETROTTERS GROUP		

[Return to the Search Screen](#)

(One Certificate per Transaction)
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

1-15-4241

Biggs, Susan

From: Nash, Janiqua V
Sent: Thursday, November 12, 2015 3:01 PM
To: Biggs, Susan
Subject: Globetrotters Engineering Corporation [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:59 11/12/15

ACTION: S

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

DISCLAIMER:
AS OF 11/12/15 AT 15:00 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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1-15-4241

Biggs, Susan

From: Nash, Janiqua V
Sent: Thursday, November 12, 2015 3:03 PM
To: Biggs, Susan
Subject: Gonzalez Companies, LLC [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:59 11/12/15

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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1-15-4241

Biggs, Susan

From: Nash, Janiqua V
Sent: Thursday, November 12, 2015 3:04 PM
To: Biggs, Susan
Subject: Material Service Testing, Inc. [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:59 11/12/15

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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1-15-4241

Biggs, Susan

From: Nash, Janiqua V
Sent: Thursday, November 12, 2015 3:04 PM
To: Biggs, Susan
Subject: Juneau Associates, Inc., P.C. [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:59 11/12/15

ACTION: S

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

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Exhibit A – Proposed Staff PSB 15-2

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

Project Manager (Items 1, 2, 3, 5, 6, 7, 8)			
Name:	John Naughton		
Firm:	Globetrotters Engineering Corp.		
Category:	IL Licensed Professional Engineer		
License #:	062-049204		
Year Registered:	1994	State:	IL
Office Address:	300 S. Wacker Drive, #400		
City:	Chicago	State:	IL

Resident Engineer (Items 1, 2, 3, 8)			
Name:	Anthony Tate		
Firm:	Globetrotters Engineering Corp.		
Category:	Professional Engineer		
License #:	062-064716		
Year Registered:	2012	State:	IL
Office Address:	300 S. Wacker Drive, #400		
City:	Chicago	State:	IL

Materials Coordinator (Items 1, 2, 3, 8)			
Name:	Gerardo Sanchez		
Firm:	Globetrotters Engineering Corp.		
Category:	Documentation Certificate		
License #:	13-0033		
Year Registered:	2012	State:	IL
Office Address:	300 S. Wacker Drive, #400		
City:	Chicago	State:	IL

Document Technician (Items 1, 2, 3, 8)			
Name:	Elizabeth Glowacz		
Firm:	Gonzalez Companies, LLC		
Category:	Documentation Certificate Number		
License #:	14-0009		
Year Registered:	2013	State:	IL
Office Address:	20 N. Wacker Drive, #3019		
City:	Chicago	State:	IL

Materials QA Technician (Items 1, 2, 4, 8)			
Name:	Mark Benes		
Firm:	Material Service Testing, Inc.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	1327 W. Washington, #105		
City:	Chicago	State:	IL

Project Controls Engineer (Item 3)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Structural Design (Items 5, 6, 7)			
Name:			
Firm:			
Category:	Illinois Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Environmental Lead (Items 5, 6, 7, 8)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Engineer (Items 5, 6, 7, 8)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

QA/QC (Items 5, 6, 7, 8)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer Illinois Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

CONSTRUCTION UPON REQUEST
CONSTRUCTION MANAGER AGREEMENT

The Board of Directors, on the 19th day of **November, 2015**, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **GLOBETROTTERS ENGINEERING CORPORATION**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSTRUCTION MANAGER".

WITNESSETH:

WHEREAS, the CONSTRUCTION MANAGER has submitted a proposal dated **November 2, 2015**, to provide construction management services for Contract No. **I-15-4241** for **Construction Management Services Upon Request - Systemwide, On-call and As-needed**; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 15-2, Item 1**, staffed with professional licensed engineers, experienced and well-able to perform the construction section engineering services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The CONSTRUCTION MANAGER shall perform all construction management services for Contract No. **I-15-4241** for **Construction Management Services Upon Request - Systemwide, On-call and As-needed** in accordance with the requirements and terms of this Agreement and the proposal from the CONSTRUCTION MANAGER of **November 2, 2015**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

B. All services performed by CONSTRUCTION MANAGER shall be performed according to the professional standards and in accordance with the Construction Manager's Manual, March 2014 and as revised thereafter.

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

ARTICLE II

Time of Performance

Upon receipt of a Notice to Proceed authorized by the Chief Engineer of the TOLLWAY, the CONSTRUCTION MANAGER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or November 20, 2015** and ending **December 31, 2019**, in accordance with the schedule included in the attached proposal. Should circumstances arise, the Chief Engineer of the TOLLWAY may, at his discretion and with consent of the CONSTRUCTION MANAGER, renew this contract for two additional one year terms or one additional two year term, as agreed upon by the Parties.

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

ARTICLE III

Compensation

The CONSTRUCTION MANAGER shall perform all construction management services as required herein, and the TOLLWAY shall pay the CONSTRUCTION MANAGER as compensation therefor, the CONSTRUCTION MANAGER'S actual payroll costs times a multiplier of **2.8000**, and reimbursement of certain direct expenses (as shown in Exhibit "1"), with an upper limit of compensation of **Three Million, Five Hundred Thousand Dollars and No Cents (\$3,500,000.00)**. If, in the opinion of the CONSTRUCTION MANAGER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the CONSTRUCTION MANAGER shall promptly notify the Chief Engineer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior approval of the Chief Engineer. The CONSTRUCTION MANAGER must ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XVIII.

ARTICLE IV

Scope of the Service – “Upon Request” Contracts

The CONSTRUCTION MANAGER understands that this is an “assignment(s) upon request” contract wherein the CONSTRUCTION MANAGER will be assigned

various tasks over the duration of this Contract. Thus, the extent of services will not be determined until such time that a task has been assigned by the TOLLWAY. Upon assignment of a Task, the CONSTRUCTION MANAGER shall meet with representatives of the TOLLWAY; prepare a scope of services to complete the task; and submit a Proposal for the services to be performed. The CONSTRUCTION MANAGER shall perform the task for not more than the total proposed task fee as authorized by the TOLLWAY. In no event will the CONSTRUCTION MANAGER be entitled to additional compensation due to its errors in estimating the time, costs or expertise required to complete the task assignments. Only upon a change in the scope of task services, as documented in writing by the CONSTRUCTION MANAGER and subsequently approved in writing by the TOLLWAY, will any additional fees be approved. The total compensation for the entirety of all task assignments shall not be in excess of **Three Million, Five Hundred Thousand Dollars and No Cents (\$3,500,000.00)** being the amount set as the Upper Limit of Compensation for this Contract.

ARTICLE V

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

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

Confidentiality

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

end of the AGREEMENT, or earlier at the request of the TOLLWAY, or notify the TOLLWAY in writing of its destruction with prior TOLLWAY approval only.

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

ARTICLE VI

Responsibility for Injuries and Damages

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

ARTICLE VII

Insurance

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

The CONSTRUCTION MANAGER shall obtain for the term of the contract, and

any extensions thereto, insurance in the following kinds and minimum limits:

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

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

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

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

The CONSTRUCTION MANAGER shall submit insurance documentation prior to the commencement of any contract work and will provide documentation of renewals of

said policies as they occur. Any failure of the TOLLWAY to request proof of insurance will not waive the requirement of maintenance of protection as specified herein.

ARTICLE VIII

Ownership of Documents

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

ARTICLE IX

Financial Statement

The CONSTRUCTION MANAGER shall, within ten (10) days after requested by the TOLLWAY, furnish to the TOLLWAY a current statement of the financial condition of the CONSTRUCTION MANAGER and any other financial information required by the TOLLWAY.

ARTICLE X

Successors and Assigns

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

ARTICLE XI

Subcontractors

The CONSTRUCTION MANAGER shall not subcontract or assign services to be furnished under this Agreement without prior written approval of the TOLLWAY, except that the CONSTRUCTION MANAGER may without such prior approval, contract with others for photogrammetric maps, equipment and supplies, printed matter, and other reproductions and stenographic, clerical or any other non-technical services.

ARTICLE XII

Suspension

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

ARTICLE XIII

Termination

A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the CONSTRUCTION MANAGER. Upon termination and within ten (10) days of said termination, the CONSTRUCTION MANAGER shall prepare a detailed Progress Report, including information as to all the work performed by the CONSTRUCTION MANAGER and the status of the work as of the date of the termination, and provide any and all other information and documents developed under the terms of this Agreement as requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of the work required to be performed under this Agreement that has been completed by the CONSTRUCTION MANAGER. At the request and direction of the Chief Engineer of the TOLLWAY, the CONSTRUCTION MANAGER shall, within ten (10) days after the date of termination, furnish to the TOLLWAY marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications to date indicated thereon, in accordance with the requirements of the Construction Manager's Manual, March 2014 and as revised thereafter.

In the event the Chief Engineer of the TOLLWAY requires additional services to be performed by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall prepare a Final Progress Report on completion of the additional services. The TOLLWAY will review the Final Progress Report and determine the percentage of completed services performed under the Agreement by the CONSTRUCTION MANAGER.

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

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

B. Termination for Cause

1. In the event the CONSTRUCTION MANAGER fails to meet any of its contractual obligations as set forth in this Agreement due to any of the herein stated conditions for termination for cause, then the TOLLWAY, at its option, may consider the Agreement as cancelled effective upon the delivery of written Notice of Termination for Cause to the CONSTRUCTION MANAGER, and may, as additional remedies and without prejudice to or waiver of any other right or remedy which it possesses hereunder or as a matter of law, complete the performance of the engineering services with its own forces, secure services from any other available source and any difference in cost shall be charged back to the CONSTRUCTION MANAGER, or at the option of the TOLLWAY, shall require the CONSTRUCTION MANAGER to promptly pay for or reimburse the TOLLWAY for any such difference in cost, or the TOLLWAY may deduct any such cost from any payments due or to become due the CONSTRUCTION MANAGER. In addition to any difference in cost for services incurred by the TOLLWAY, the CONSTRUCTION MANAGER shall reimburse the TOLLWAY for any costs, fees or expenses, including administrative, engineering and legal expenses incurred by the TOLLWAY due to the failure of the CONSTRUCTION MANAGER to meet such obligations. The foregoing costs, fees and expenses, may, at the direction of the

TOLLWAY, be deducted from any sums remaining due for services properly performed prior to the effective date of the cancellation and termination.

2. Conditions for termination for cause are as follows:

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

3. Upon termination for cause and within ten (10) days of such notice, the CONSTRUCTION MANAGER shall prepare a detailed Progress Report, including information as to all the work performed by the CONSTRUCTION MANAGER and the status of the work as of the date of the termination, and provide any and all other information and documents requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of services that have been performed under this Agreement by the CONSTRUCTION MANAGER. In the case of a dispute between the TOLLWAY and the CONSTRUCTION MANAGER, the decision of the Chief Engineer shall be final. At the request and direction of the Chief Engineer of the TOLLWAY, the CONSTRUCTION MANAGER shall, within ten (10) days after the date of termination, furnish the TOLLWAY with marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications made up to the termination date indicated thereon, in accordance with the requirements of the Construction Manager's Manual, March 2014 and as revised thereafter.

4. The total compensation due to the CONSTRUCTION MANAGER, in the event of Termination for Cause shall be the following, less all previous payments to the CONSTRUCTION MANAGER, and expenses and costs of the TOLLWAY, and any credits or set-offs due to the TOLLWAY.

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the CONSTRUCTION MANAGER at **Globetrotters Engineering Corporation, 300 S. Wacker Drive, Suite 400, Chicago, Illinois 60606**, or to the Chief Engineer, at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XVI

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 XVII

Quality Assurance and Quality Control (QA/QC) Plan

The CONSTRUCTION MANAGER'S QA/QC PLAN for this PROJECT must be presented by the CONSTRUCTION MANAGER fourteen (14) days after receiving the signed contract. After acceptance by the TOLLWAY, the CONSTRUCTION MANAGER must adhere to this QA/QC Plan and will be required to periodically confirm, in writing, that they have complied with the approved plan. The statement of compliance must be submitted to the TOLLWAY Project Manager with each monthly progress report.

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

ARTICLE XVIII

Miscellaneous

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

ARTICLE XIX

Inspector General

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

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

ARTICLE XX

Engineer Selection Process

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

ARTICLE XXI

Report of a Change in Circumstances

The 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-15-4241 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

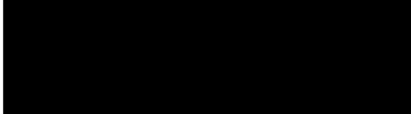
GLOBETROTTERS ENGINEERING
CORPORATION

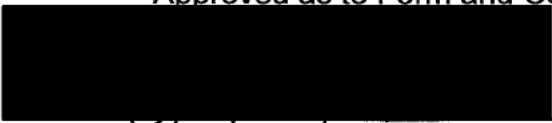
By  12/12/15
Chair/Executive Director-Signature Date
Robert Schillerstrom/Greg Bedalov

 11/3/15
CEO Signature Date

NIRANJAN S. SHAH
Printed Name as Signed Above

APPROVED:
 12/9/15
Chief of Finance - Signature Date
Michael Colsch

APPROVED:
 12/8/15
General Counsel - Signature Date
David Goldberg

Approved as to Form and Constitutionality
 12-7-2015
Attorney General, State of Illinois - Robert Lane - Signature Date

CONSTRUCTION MANAGER PROPOSAL

FOR CONTRACT NUMBER I-15-4241

This proposal, dated November 2, 2015, is submitted by Globetrotters Engineering Corporation of Chicago, Illinois 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,, in Various County (Counties), Illinois.

SCOPE OF CONSTRUCTION MANAGER SERVICES

Construction Manager Services following selection from PSB 15-2 will be provided for all items of work included in the Contract Requirements for the above Construction Contract and will conform with the Illinois State Toll Highway Authority's *Construction Manager's Manual*, dated March 2015 (and as revised), and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY" current practices. These services shall include the responsibility for administration of the referenced Construction Contract in accordance with the applicable Construction Manager's Manual; manage the work as required by the Contract Documents; responsible for all on-site and off-site material testing; document all activities pertaining to the execution of the work; prepare all reports, payment estimates and other required documents; submit a "Record Drawing" set of plans; submit all project records, documents and the project close-out records properly indexed and cross-referenced in a manner which can be easily reviewed by the TOLLWAY at the same time the final pay estimate is submitted; and carry out the policies of the TOLLWAY.

FEE PROPOSAL

The CONSTRUCTION MANAGER shall be compensated for Engineering Services on the following basis:

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

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

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

"Actual Direct Labor" shall be reimbursed only for actual payroll costs paid to individuals employed directly by the 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."

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

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

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

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

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

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

Promotions resulting in labor rate increases will only be permitted if the promotion occurs on this project to a pre-approved contract position. Employees promoted within the company will not be entitled to a rate increase on this project beyond the rate appropriate for the services being performed by the employee. Any increase will be at the date of the approved promotion.

Timesheets for each employee billed to the contract must be submitted with the invoice. The timesheets must be signed by both the employee and the employee's supervisor.

The timesheets must include all hours paid to the employee, including non-billable time and time worked on other projects.

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

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

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

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

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

The CONSTRUCTION MANAGER understands that the contract is between the TOLLWAY and the CONSTRUCTION MANAGER. The CONSTRUCTION MANAGER is responsible for monitoring and managing the work and budget of all subconsultants.

The ADDITIONAL SERVICES PROVISION (if any) included in this proposal (see *Exhibit B*) will be for the sole purpose of funding increases in the Scope of Work, which have been identified as potential extra services prior to the start of work. The additional services funds will not be used to cover costs for items included in the original Scope of Construction Manager Services. The authorization for the use of the Additional Services Funds must be in writing from the Chief Engineer of the TOLLWAY.

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the CONSTRUCTION MANAGER, for all costs, shall be \$ 3,500,000.00 (see *Exhibit B*),

which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Construction Management services for all items of work included in the Scope of Construction Manager Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the CONSTRUCTION MANAGER, Exhibits A-H (Cont.) must be submitted by the CONSTRUCTION MANAGER for TOLLWAY approval prior to commencement of the work.

CONTROL OF STAFF LEVELS - The CONSTRUCTION MANAGER is required at all times to review the staffing level as it relates to the Contractor's activities and/or progress. If at any time during the execution of the work, the CONSTRUCTION MANAGER determines that a change in staff is required, a written request to modify his/her staff must immediately be submitted to the TOLLWAY's Project Manager. If the requested change in staffing levels would cause the total contract fee to be exceeded, he/she shall submit a written request for a change in the upper limit of compensation to the Chief Engineer.

This request shall include the following:

- A. Total man hours expended and monies due to date.
- B. Last approved Contractor's progress schedule.
- C. A detailed comparison of items A and B above.
- D. Documentation of facts leading to or requiring the change.
- E. Construction fee impact including:
 1. Labor
 2. Direct Cost
 3. Other

The CONSTRUCTION MANAGER shall not proceed with any change until he receives written authorization from the Chief Engineer or his designee.

The CONSTRUCTION MANAGER shall be compensated based on the information provided in this proposal recognizing the fact that actual construction may extend beyond the schedule provided in Exhibit A.

In any event, including but not limited to strikes or Acts of God, whereby construction is curtailed or halted, the CONSTRUCTION MANAGER shall reduce the number of his employees assigned to the project to minimize construction engineering expenses to the TOLLWAY.

It is understood that the number of persons assigned to the Project by the CONSTRUCTION MANAGER may be reviewed by the TOLLWAY throughout the duration of the Project and that adjustments will be made if deemed necessary by the

TOLLWAY.

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

TERMS AND CONDITIONS - This document hereby incorporates by reference the "Contract" attached hereto and made a part hereof. The CONSTRUCTION MANAGER understands and agrees that it shall be bound by the terms and conditions contained in the attached Contract including but not limited to those items contained in the Article titled "Insurance". The CONSTRUCTION MANAGER shall provide a copy of Certificate of Insurance as Exhibit I. In the event there is a conflict between the terms of this proposal and the terms of the attached Contract the terms contained in the Contract shall control.

The CONSTRUCTION MANAGER also agrees that it shall be required to procure and maintain additional insurance, if any is listed below, under the same terms and conditions specified in the Contract. Specialized project specific insurance, namely Railroad Protective Liability insurance, may be considered for reimbursement as a direct cost.

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

INVOICES - INVOICES will be submitted monthly on forms provided to the 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 31st must be submitted to the TOLLWAY no later than February 28th 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 Engineer for an alternative INVOICE submission date. CONSTRUCTION MANAGER will request such approval or an INVOICE submittal extension no later than February 15th.

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.

THIS PROPOSAL FOR CONSTRUCTION MANAGER SERVICES FOR

CONTRACT I-15-4241

SUBMITTED BY:

FIRM NAME: Globetrotters Engineering Corporation

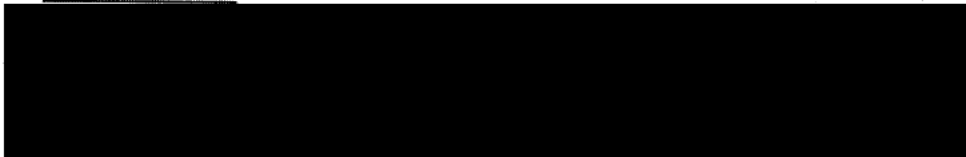
ADDRESS: 300 S. Wacker Drive, Suite 400

CITY, STATE: Chicago, Illinois 60606

TELEPHONE: 312-922-6400

FACSIMILE: 312-922-7197

SIGNED BY:



PRINTED NAME: Michael J. McMurray

TITLE: President



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: PSB 15-2, Item 1: I-15-4241

CONTRACTOR NAME: Globetrotters Engineering Corporation

1. PAYMENT TERMS AND CONDITIONS:

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

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

This statement must be imprinted on the invoice or an attachment attesting to the following statement:

Invoice# _____ Invoice Date _____

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

Authorized Representative

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

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

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

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

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

purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

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

modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

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

or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

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

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

27. **SUPPLEMENTAL PROVISIONS**

27.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

27.1.1 Agents and Employees:

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

27.1.2 Publicity:

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

27.1.3 Third Party Beneficiaries:

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

27.1.4 Successors In Interest:

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

27.1.5 Venue:

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

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

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

27.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

27.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT CC

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

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

_____ hereby agrees to the exceptions provided by _____ and to the Additional Terms and Conditions provided by _____.

Agreed: Globetrotters Engineering Corporation	Agreed: Illinois Tollway
By: Ajay Shah	By:
Signed: _____	Signed:
Position: COO and General Counsel	Position:
Date: October 29, 2015	Date:



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

Date: October 29, 2015

Project Number: PSB 15-2, Item 1: I-15-4241

Project Name: Construction Management Services Upon Request

DELINQUENT DEBT REVIEW

Sub Contractor/Consultant Disclosure.

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

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

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

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

**CONTRACTOR/
CONSULTANT**

Contractor/Consultant: Globetrotters Engineering Corporation

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: marketing@gec-group.com

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

<u>Sub-Contractor(s)</u>	<u>Sub-Contractor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
Gonzalez Companies, LLC (DBE)	[REDACTED]	20 N. Wacker Dr., #3019 Chicago, IL 60606	Documentation & Inspection	10%
Material Service Testing, Inc. (M/DBE)	[REDACTED]	1327 W. Washington Blvd Chicago, IL 60607	Materials QA and Testing	5%
Juneau Associates, Inc., P.C. (VOSB)	[REDACTED]	2100 State Street Granite City, IL 62040	Construction Inspection	5%

Signature: _____

Date: October 29, 2015

Printed Name: Ajay Shah

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name:

Business Name: Globetrotters Engineering Corporation

Taxpayer Identification Number:

Social Security Number:

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 |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | (select applicable tax classification) |
| | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: 

Date: October 29, 2015



To all to whom these Presents Shall Come, Greeting:

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

GLOBETROTTERS ENGINEERING CORPORATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 16, 1973, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1507101694

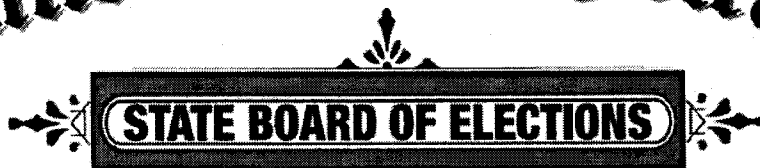
Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 12TH day of MARCH A.D. 2015

Jesse White

SECRETARY OF STATE

Certificate of Registration



Registration No. 15657

Globetrotters Engineering Corporation

300 S. Wacker Drive
Suite 400
Chicago IL 60606

Information for this business last updated on:

Friday, October 30, 2015

Certificate produced on Friday, October 30, 2015 at 11:15 AM



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Globetrotters Engineering Corporation, DBA GEC Design Group and Globetrotters Group

System Vendor Number: 20069917








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

 Show only flagged items.


Vendor Registration

Form Name	A - B. Business Information & Other Business Registrations
Description	Complete section A and B, in order to submit this form.
Date Submitted	5/4/2015
Status	Accepted
Business Name	Globetrotters Engineering Corporation DBA GEC Design Group and Globetrotters Group
Point of Contact	Niranjan Shah
Flag Form	Add Flag

A. Business Information

1. Your Business is Registering as a	Prime contractor and subcontractor	
2. Name of CEO/Business Owner	Niranjan S. Shah	
3. Annual sales/gross receipts	\$16,400,000	
4. Is your business a Division or Subsidiary of another organization?	No	
5. When was your business established?	10/16/1973	
6. In what Illinois county(ies) are you conducting business?	The business conducts business statewide.	
7. Contact Person for this vendor registration	Carolyn Valentino	
Contact Person Title	Director of Marketing	
Contact Person Phone	(312) 922-6400	
Contact Person Email	marketing@gec-group.com	

B. Other Business Registrations

1. Is your business registered with any of the following State of Illinois programs?	Business Enterprise Program (BEP) 09/17/2015					
	<table border="1"> <thead> <tr> <th>Document</th> <th>Status</th> </tr> </thead> <tbody> <tr> <td>Certificate or Letter of Approval GEC CMS BEP Certification Letter (PDF, 38.54 KB)</td> <td>Attached by Niranjan Shah on 4/30/2015</td> </tr> </tbody> </table>	Document	Status	Certificate or Letter of Approval GEC CMS BEP Certification Letter (PDF, 38.54 KB)	Attached by Niranjan Shah on 4/30/2015	
Document	Status					
Certificate or Letter of Approval GEC CMS BEP Certification Letter (PDF, 38.54 KB)	Attached by Niranjan Shah on 4/30/2015					

Additional Information

Staff Attached File(s)	<input type="button" value="Attach File"/>
	Refresh List after attaching file(s).

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Globetrotters Engineering Corporation, DBA GEC Design Group and Globetrotters Group System Vendor Number: 20069917

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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	5/4/2015
Status	Accepted
Business Name	Globetrotters Engineering Corporation DBA GEC Design Group and Globetrotters Group
Point of Contact	<u>Niranjan Shah</u>
Flag Form	<u>Add Flag</u>

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

Additional Information	
Staff Attached File(s)	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Attach File</div>
Refresh List after attaching file(s).	

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Globetrotters Engineering Corporation, DBA GEC Design Group and Globetrotters Group



System Vendor Number: 20069917

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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	5/4/2015
Status	Accepted
Business Name	Globetrotters Engineering Corporation DBA GEC Design Group and Globetrotters Group
Point of Contact	Niranjan Shah
Flag Form	Add Flag

D. Department of Human Rights (DHR)

1. Total number of employees, during the past year	124	
2. Select the DHR status of your business	My business had 15 or more employee at any time within the past year. 99635-00, 06/27/2019	

E. Authorized to do Business in Illinois

1. Is your business registered and authorized to do business in Illinois?	Yes, registered	
---	-----------------	---

Additional Information

Staff Attached File(s)	<p>Attach File</p> <p>Refresh List after attaching file(s).</p>
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Globetrotters Engineering Corporation, DBA GEC Design Group and Globetrotters Group

System Vendor Number: 20069917

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Vendor Registration

Form Name	F - G. Certifications & Board of Elections
Description	Complete section F - G, in order to submit the form.
Date Submitted	5/4/2015
Status	Accepted
Business Name	Globetrotters Engineering Corporation DBA GEC Design Group and Globetrotters Group
Point of Contact	<u>Niranjan Shah</u>
Flag Form	<u>Add Flag</u>

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, partnerships and LLCs, but is not otherwise applicable. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3
- Yes
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
- Yes
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, 50-60
- 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

EXHIBIT "1"

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	Y
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	Y
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	Y
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	Y
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	Y
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	Y
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	Y
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	Y
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	Y
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	Y
Yes	
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	Y
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	Y
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	Y
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	Y
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	Y
Yes	

EXHIBIT "1"

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. Vendor certifies that if an individual, sole proprietor, partner or an individual as a member of a LLC, 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	Yes

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. 15657
---	---

Additional Information

Staff Attached File(s)	Attach File
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Globetrotters Engineering Corporation DBA GEC Design Group and Globetrotters Group System Vendor Number: 20069917

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Vendor Registration

Form Name	H. Iran Disclosure
Description	Complete section H, in order to submit this form.
Date Submitted	5/4/2015
Status	Accepted
Business Name	Globetrotters Engineering Corporation DBA GEC Design Group and Globetrotters Group
Point of Contact	Niranjan Shah
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? PDF

No business operations to disclose.

Additional Information

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STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22036572

Procurement/Contract #: PSB 15-2, Item 1: I-15-4241

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 #: 20069917 IPG Expiration Date: May 11, 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
N/A		

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

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 #
ISTHA	Construction Management Services Upon Request	Contract pending	\$3.5 million	PBS 15-2, Item 1 I-15-4241
ISTHA	Elgin O'Hare Western Access, Design Upon Request	Active Subcontract 41% complete	\$2.0 million	PSB 13-1, Item 21 I-13-4614
ISTHA	Elgin O'Hare Western Access – Western Terminal Design	Active Subcontract 30% complete	\$3.7 million	PSB 13-4, Item 1 I-13-4622
IDOT	Program Management for Phase I Studies	Active 85% complete	\$2.0 million	PTB 163-003
IDOT	IL-38 at UPRR and Kautz Road- Phase III	Active 99% complete	\$6.0 million	PTB 159-003
IDOT	Safety Studies	Active 99% complete	\$375,000	PTB 154-019
IDOT	Various ADA and/or Phase I Projects	Active 11% complete	\$1.8 million	PTB 171, Item 6 P-91-195-14
IDOT	Torrence Avenue over Grand Calumet River – Phase III	Contract pending		PTB 177, Item 7 C-91-012-16
IL Dept. of Central Mgmt Services	Professional Fiber Engineering Services	Active 7% complete	\$1.2 million	CMS #22032700
Capital Development Board	Correct Water Infiltration – Academic Building, Illinois Math & Science Academy	Stopped on 6-30-15 pending passage of the state budget	\$369,000	PSB Volume 190 Project No. 805-030-020
Capital Development Board	Dept of Juvenile Justice, Upgrade Security Fencing &	Stopped on 6-30-15 pending passage of the state budget	\$435,400	PSB Volume 200 Project No. 125-110-015

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

	Install High Mast Lighting, Illinois Youth Center			
Illinois Department of Natural Resources	Eagle Creek Resort Assessment	Stopped on 6-30-15 pending passage of the state budget	\$128,498	Reference #22034736
Capital Development Board	Construction Project Management Application	Proposal	TBD	RFP No. 14-86256 IPB Reference #22036778
Capital Development Board	Replace Roof, Upgrade Exterior CSMS Facility, North Riverside Armory	Proposal	TBD	Volume 213 Project No. 546-235-020

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: Globetrotters Engineering Corporation

Street Address: 300 S. Wacker Drive, Suite 400

City, State, Zip: Chicago, IL 60606

Phone: (312) 922-6400

Email: marketing@gec-group.com

Vendor Contact: Michael J. McMurray

Signature: _____

Date: October 29, 2015

Printed Name: Ajay Singh


Title: COO and General Counsel

Vendor Registration: View

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Globetrotters Engineering Corporation, DBA GEC Design Group and Globetrotters Group

System Vendor Number: 20069917

 1 flag has been added to this record. See below for details. Show only flagged items.

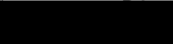
Vendor Registration

Name	State of Illinois Vendor Registration
Description	Register to do business with the State of Illinois
Date Submitted	5/4/2015
Status	Accepted
Reviewer	Joyce Poole
Date Reviewed	5/12/2015
Public Review Comments	
Private Review Comments	
Expiration Date	5/11/2016
Flag Form	Add Flag

Settings

Business Enterprise Program (BEP) Registered	Yes
Veteran Owned Small Business (VOSB) Registered	No
Service Disabled Veteran Owned Small Business (SDVOSB) Registered	No
Small Business Set-Aside Program (SBSP) Registered	No
State Use Program	No
Registering as a	Prime & Subcontractor

Vendor Information

Business Name	Globetrotters Engineering Corporation DBA GEC Design Group and Globetrotters Group
Primary Contact	Niranjan Shah (change contact)
Primary Contact Email	marketing@gec-group.com
Phone	312-922-6400
Fax	312-922-0267
Company Email	marketing@gec-group.com
Tax ID Number	
Company Type	Corporation
Address	300 South Wacker Drive Suite 400 Chicago, IL 60606

[View Vendor Profile](#)

Current Vendor Certifications

No current applicable certifications.

Vendor Registration: View Form

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Globetrotters Engineering Corporation, DBA GEC Design Group and Globetrotters Group

System Vendor Number: 20069917

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Vendor Registration

Form Name	I. Financial Disclosure & Conflicts of Interest
Description	Complete the Financial Disclosure & Conflicts of Interest form
Date Submitted	5/4/2015
Status	Accepted
Business Name	Globetrotters Engineering Corporation DBA GEC Design Group and Globetrotters Group
Point of Contact	Niranjan Shah
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?

No

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 \$106,447.20, (c) Is entitled to more than 5% of the business' distributive income, or (d) Is entitled to more than \$106,447.20 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. <u>Ownership Disclosure</u> (DOCX, 144.29 KB)	Attached by Niranjan Shah on 4/30/2015

2. Please certify that the following statement is true: all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20 have been disclosed.

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 \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity have been disclosed.

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?

No

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 60% (\$106,447.20) of the salary of the Governor, or are any of them the spouse or minor child of such person?

No

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?

No

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?

No

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?

No

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?

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?

No

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?

No

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?

No

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?

No

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?

No

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?

No

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?

No

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?

No

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.

No

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

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

Vendor Name: Globetrotters Engineering Corporation

DBA: GEC Design Group and Globetrotters Group

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
Niranjan S. Shah	300 S. Wacker Drive, Suite 400 Chicago, IL 60606	53.33%		N/A	
Trust A c/u Shah 2011 Gift Trust Trustee: Pratima Shah Beneficiary: Ajay Shah	300 S. Wacker Drive, Suite 400 Chicago, IL 60606	46.67		N/A	

Biggs, Susan

From: Thomas, Mark
Sent: Thursday, November 05, 2015 3:54 PM
To: Biggs, Susan
Cc: Hauk, John; Smith, James A; Collins, Linda
Subject: RE: Globetrotters Engineering Corporation - Insurance for Contract I-15-4241

Sue,

The insurance documentation submitted on behalf of Globetrotters Engineering Corporation for contract I-15-4241 appears to meet Tollway insurance requirements.

For future submittals, please request that the Tollway contract number and other relevant identifying information (such as a brief description of scope of services) be included in the Description of Operations section of the certificate of insurance, for the purpose of identifying the submitted insurance documentation with a specific contract.

Thank you.

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

From: Biggs, Susan
Sent: Thursday, November 05, 2015 11:15 AM
To: Thomas, Mark
Cc: Hauk, John; Smith, James A; Collins, Linda
Subject: Globetrotters Engineering Corporation - Insurance for Contract I-15-4241

Hi Mark,

Attached are the COI form and the insurance endorsements for Globetrotters Engineering Corporation. Please review.

Thank you,

Sue Biggs
Procurement Administrator
Illinois Tollway – PMO
2700 Ogden Avenue
Downers Grove, IL 60515
630-241-6800, x3924
sbiggs@getipass.com

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2015

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 The David Agency Insurance Inc 385 N York Rd Elmhurst, IL 60126 Frederick D. Arkin	CONTACT NAME: Frederick D. Arkin
	PHONE (A/C, No, Ext): 630-516-9000 FAX (A/C, No): 630-516-0700 E-MAIL ADDRESS: fdarkin@tdavidagency.com
INSURED Globetrotters Engineering Corp 300 S. Wacker Dr. #200 Chicago, IL 60606	INSURER(S) AFFORDING COVERAGE
	INSURER A: Acuity NAIC # 14184
	INSURER B: Torus National Insurance Co.
	INSURER C: James River Insurance Co.
	INSURER D: Alterra Excess & Surplus Ins
	INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR \$10M Per Proj GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	X	00052538-3	03/22/2015	03/22/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp. Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X38392	03/22/2015	03/22/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input checked="" type="checkbox"/> RETENTION \$ 10000		38715C152ALI	03/22/2015	03/22/2015	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	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	X38392 INCL OTHER STATES INS	03/22/2015	03/22/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> DTH-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 Liab*		MAX7PL0001923	08/07/2015	08/07/2015	Clims Made 5,000,000
A	Property			03/22/2015	03/22/2015	BPP 2,253,696

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

Acuity Insurance Co Policy #X38392 provides Valuable Papers Cov. \$1,625,000
 The Professional Liability limit of \$5M is both for Each Claim & Aggregate with a \$50,000 Retention*. Additional Insured to the General Liability and Auto Liability, Primary and Non-Contributory: The Illinois State Toll Highway Authority

CERTIFICATE HOLDER

CANCELLATION

ILLSTA1 Illinois State Toll Highway Authority Risk Management Division 2700 Ogden Ave Downers Grove, IL 60615	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 
---	---

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN WRIT-
TEN AGREEMENT WITH YOU - PRIMARY**

CA-7214(10-98)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

1. Who Is an Insured under Section II - Liability Coverage is amended to include any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such persons or organizations are additional insureds only with respect to liability arising

out of operations performed for the additional insured by you.

2. The coverage provided by this endorsement will be primary and noncontributory with respect to any other coverage available to the additional insured.

3. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this Coverage Form, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement.	All operations of the Named Insureds.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. 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 a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement.	All operations of the Named Insureds.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where required by written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:

We waive any right of recovery we may have against
the person or organization shown in the Schedule
above because of payments we make for injury or
damage arising out of your ongoing operations or
"your work" done under a contract with that person
or organization and included in the "products-
completed operations hazard". This waiver applies
only to the person or organization shown in the
Schedule above.

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

Proposal Date: 11/2/2015

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-15-4241

Consultant: Globetrotters Engineering Corporation

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015											TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		Dec
Project Management												80	80
Resident Engineering												80	80
Inspection													
Documentation													
Survey													
Design Support													
TOTALS												160	160

Contract Number: I-15-4241

Consultant: Globetrotters Engineering Corporation

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Project Management	80	80	80	80	80	80	80	80	80	80	80	80	80	960
Resident Engineering	160	200	160	200	200	200	200	200	200	200	200	200	160	2280
Inspection	320	440	440	440	480	480	480	480	480	480	440	440	440	5400
Documentation	40	40	40	40	40	40	40	40	40	40	40	40	40	480
Survey	40	40	40	40	40	40	40	40	40	40	40	40	40	480
Design Support	8		8		8		8		8		8		8	48
TOTALS	648	800	768	800	848	840	848	840	848	840	808	760	9648	

Contract Number: I-15-4241

Consultant: Globetrotters Engineering Corporation

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	
Project Management	80	80	80	80	80	80	80	80	60	40	40	40	820
Resident Engineering	160	160	200	200	200	200	200	200	200	200	200	160	2280
Inspection	320	440	440	480	480	480	480	480	480	440	440	240	5200
Documentation	40	40	40	40	40	40	40	40	40	40	40	40	480
Survey	40	40	40	40	40	40	40	40	40	40	40	40	480
Design Support	8	8	8	8	8	8	8	8					32
TOTALS	640	768	800	848	840	848	840	848	820	760	760	520	9292

Contract No.: I-15-4241

Consultant: Globetrotters Engineering Corporation

Date: 11/2/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 25 No. OF MONTHS
 SCHEDULED START DATE: 12/1/2015
 RAISE DATE: 1/1/2016
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

12/1/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017		
Date Date	Date Date	Date Date	Date Date	Date Date
1.0	12.0	12.0		
25.0	25.0	25.0	25.0	25.0
4.00%	49.44%	50.92%		
Escalation Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date Date	Date Date	Date Date	Date Date	Date Date
25.0	25.0	25.0	25.0	25.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 104.36%

Contract No.: I-15-4241

Consultant: Globetrotters Engineering Corporation

Date: 11/2/2015

Escalation Factor: 104.36%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM			
							Total Estimated Work Hours:	19,100.00	Total Estimated O/T Hours:	850.00
							Average Hourly Rate:	\$48.80	Average Premium O/T Hourly Rate:	\$27.35
							Total Direct Labor	\$932,080.00	Total Overtime Premium:	\$23,247.50
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)		
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	20.00				
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	1,860.00				
No	Senior Engineer/Planner	\$40.00	\$70.00	\$56.50	\$58.97	20.00				
Yes	Resident Engineer	\$40.00	\$70.00	\$52.40	\$54.69	4,640.00	27.35	850.00		
No	Project Engineer/Planner	\$25.00	\$60.00	\$42.16	\$44.00	10,680.00				
No	Staff Engineer/Planner	\$20.00	\$40.00	\$37.00	\$38.61	960.00				
No	Engineer /Accountant	\$20.00	\$60.00							
No	Senior Technical Specialist	\$25.00	\$60.00	\$40.93	\$42.72	880.00				
No	Technical Specialist	\$15.00	\$50.00	\$24.02	\$25.07	20.00				
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	\$23.02	\$24.02	20.00				

Contract No.: I-15-4241

Consultant: Globetrotters Engineering Corporation

Date: 11/2/2015

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	President	Michael J. McMurray	\$50 - \$70
Project Manager	Disc Manager - 3 - SRE	John E. Naughton III	\$40 - \$70
Senior Engineer/Planner	Disc Manager - 3	Sung Lee	\$40 - \$70
	Structural Eng - 2	Thakor Bhagwakar	
	Structural Eng - 2	Robert Dodge	
	Civil-Design Eng - 3	Terrance Walloch	
Resident Engineer	Civil-Const Eng - 2	Anthony Tate	\$40 - \$70
	Resident Eng - 1	Daniel Pifko	
Project Engineer/Planner	Const Insp - 2	Luis Arias	\$25 - \$60
	Const Insp - 2	Gerardo Sanchez	
	Civil-Const Eng - 2	Syed Muneer	
	Civil-Const Eng - 2	Susan Karch	
Staff Engineer/Planner	Civil-Const Eng - 1	Lisa Macek	\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Structural Eng - 1	Richard Jew	\$25 - \$60
	Structural Eng - 1	Anant Rajguru	
	Surveyor - 3	Ben Pochyla	
Technical Specialist	CADD Oper - 1	Tracy Joda	\$15 - \$50
	CADD Oper - 1	Ramiro Bautista	
	CADD Oper - 1	Daniel DeLucio	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Admin Services	Deborah Kari	\$8.25 - \$40
	Admin Services	Anita Donkers	

Contract No.: I-15-4241 Consultant: Globetrotters Engineering Corporation

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT** - rate based on link below
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS** - based on link below
http://www.illinois Tollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWEDIRECTCOSTS_10012013.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 DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 166,958.92

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

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

Contract No.: I-15-4241

Consultant: Globetrotters Engineering Corporation

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Michael J. McMurray

Project Manager: John E. Naughton III, P.E.

Project Engineer: _____

Resident Engineer: Anthony Tate, P.E.

Documentation Engineer: _____

Project Civil Engineer: Sung Lee, P.E.

Project Structural Engineer: Robert Dodge, S.E., P.E.

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Gerardo Sanchez

Classification: Materials Coordinator - Const Insp - 2

Name: Ben Pochyla, PLS

Classification: Surveyor - 3

Name: _____

Classification: _____

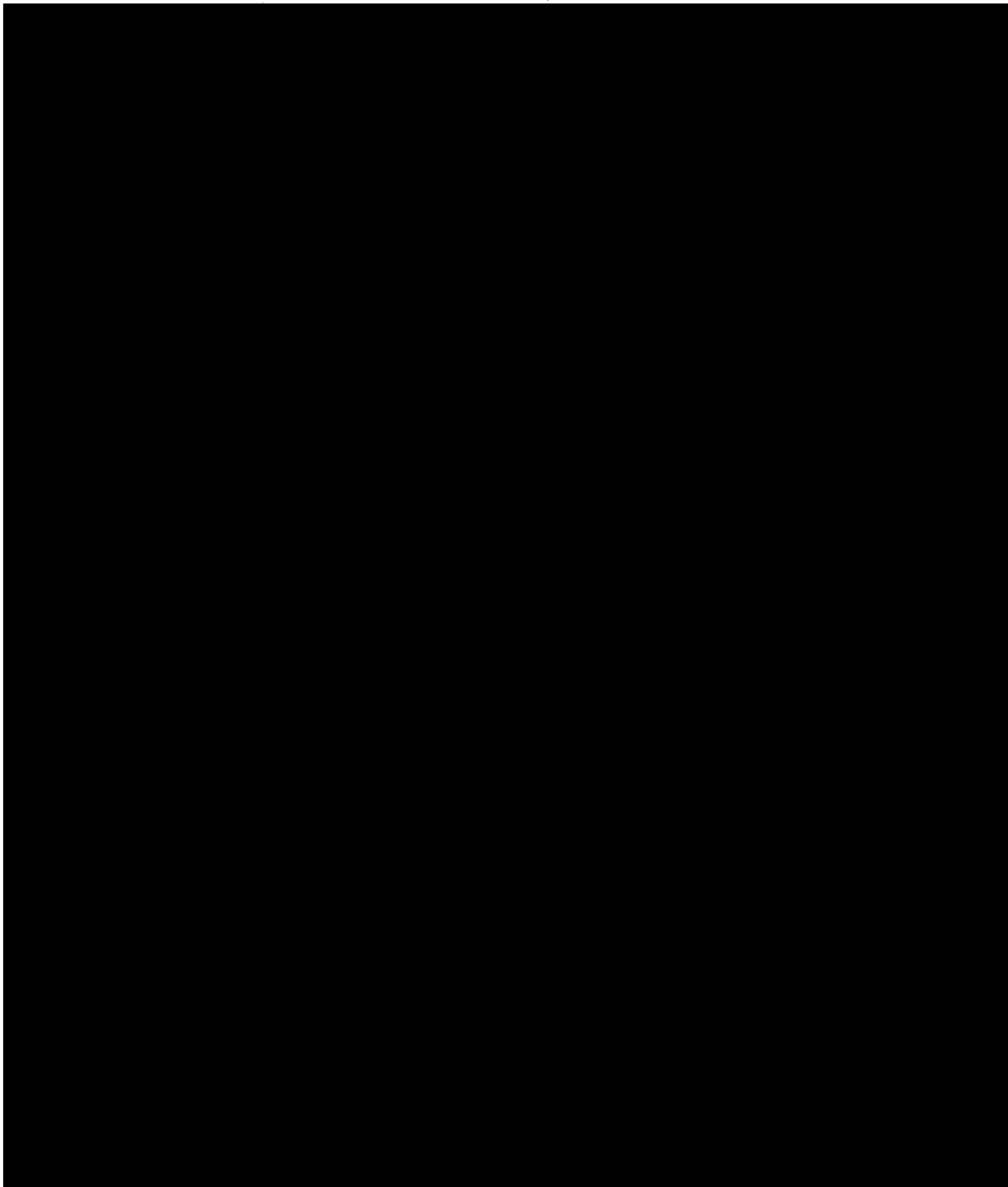
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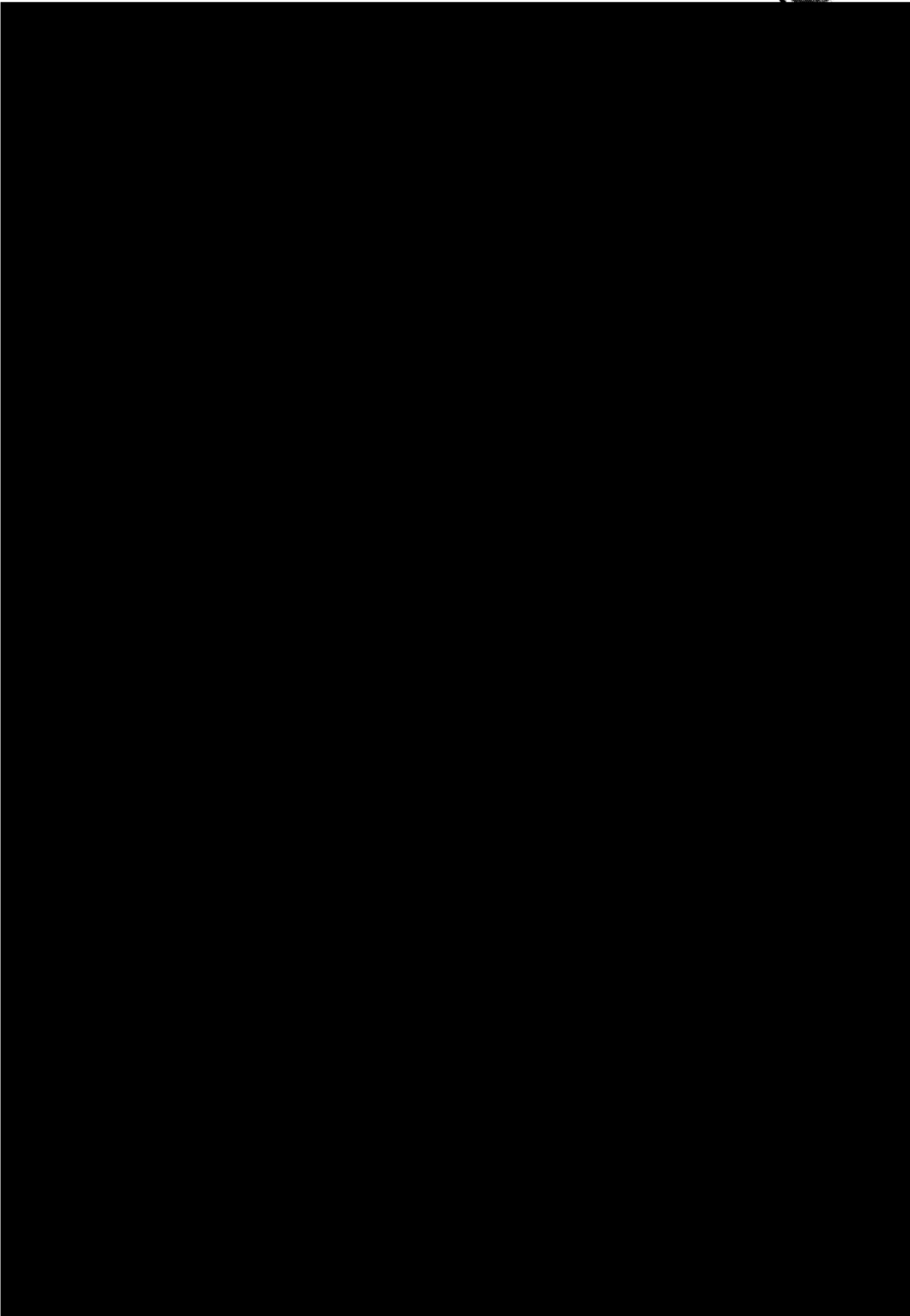
Classification: _____

Michael J. McMurray
Principal in Charge

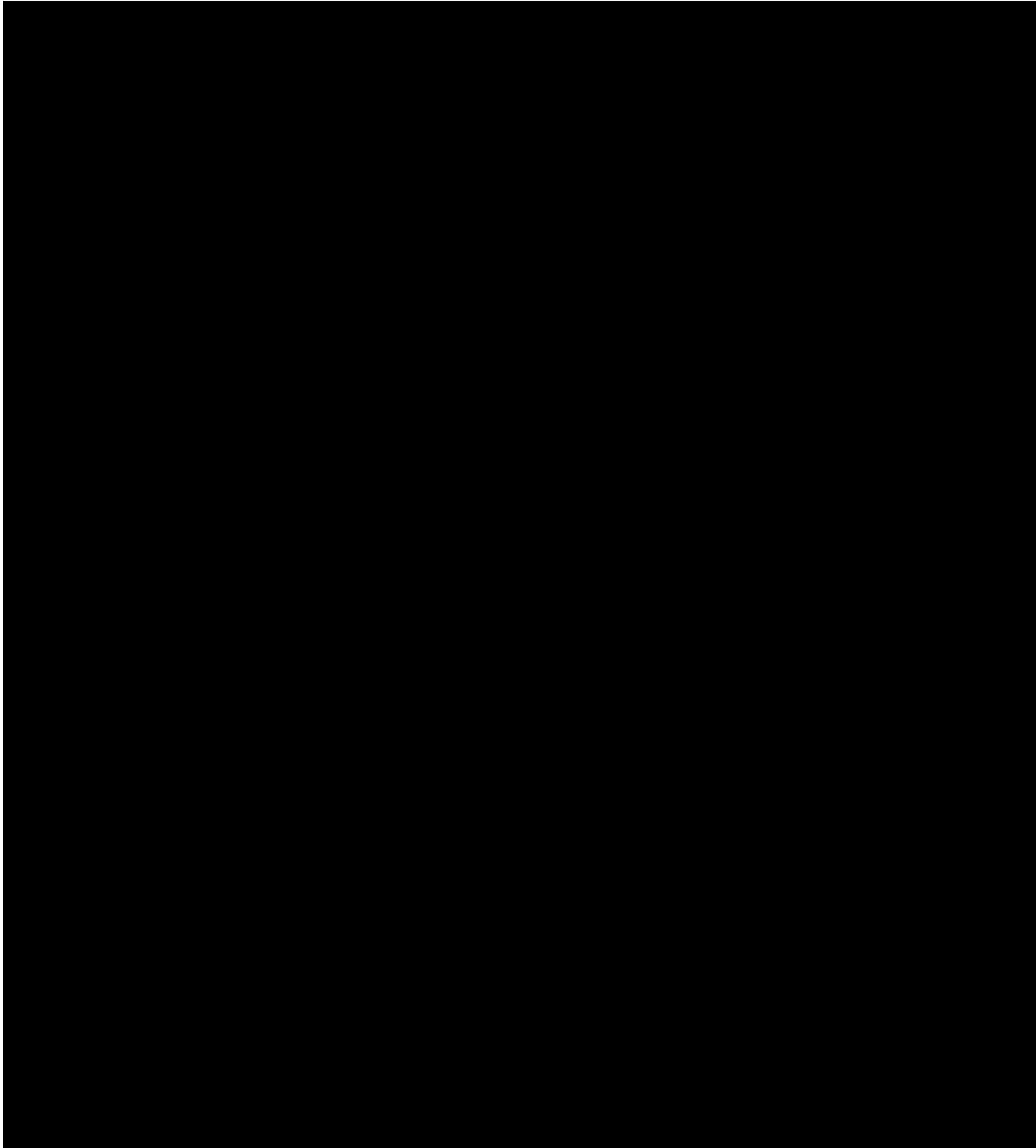


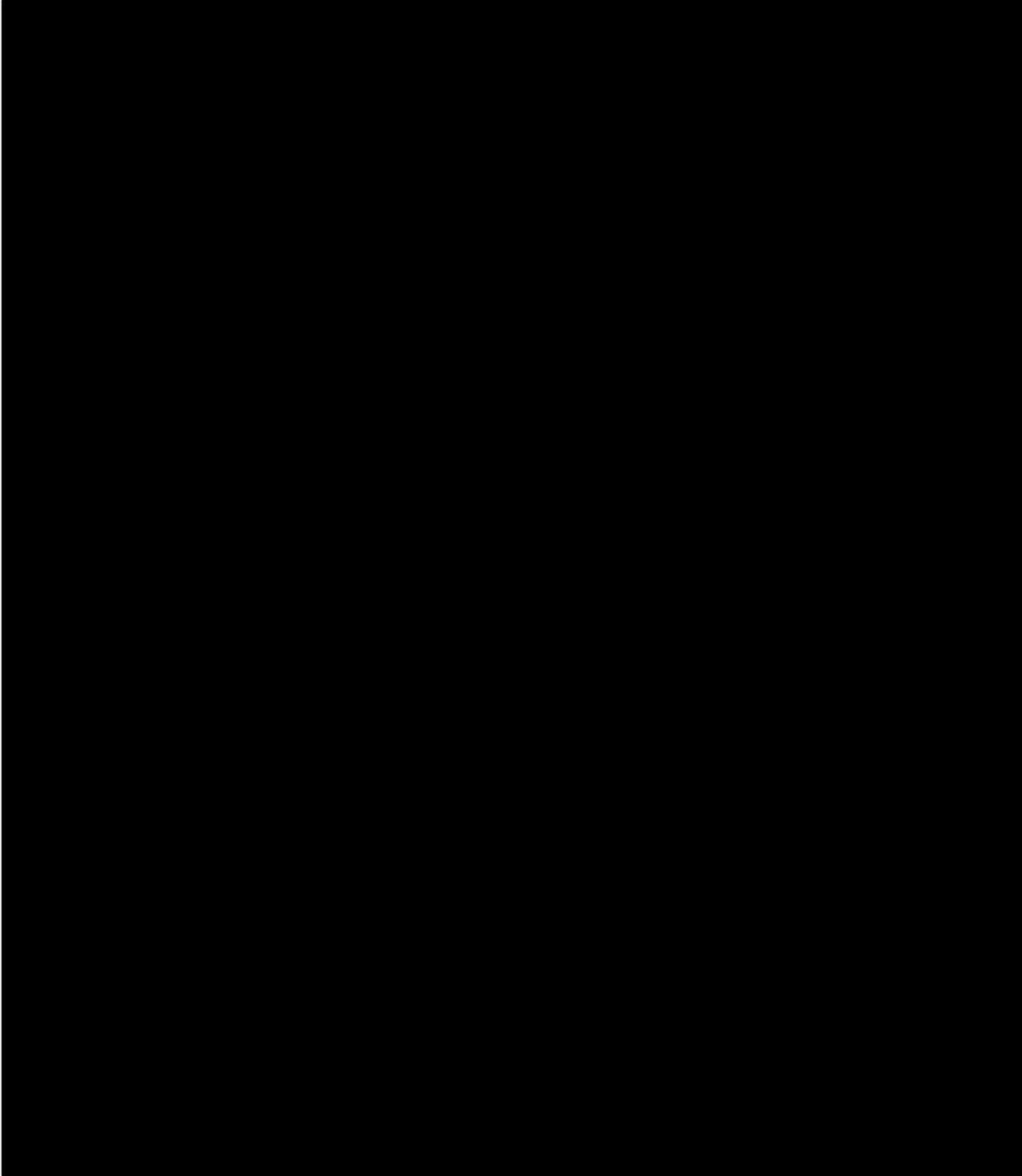
Globetrotters®



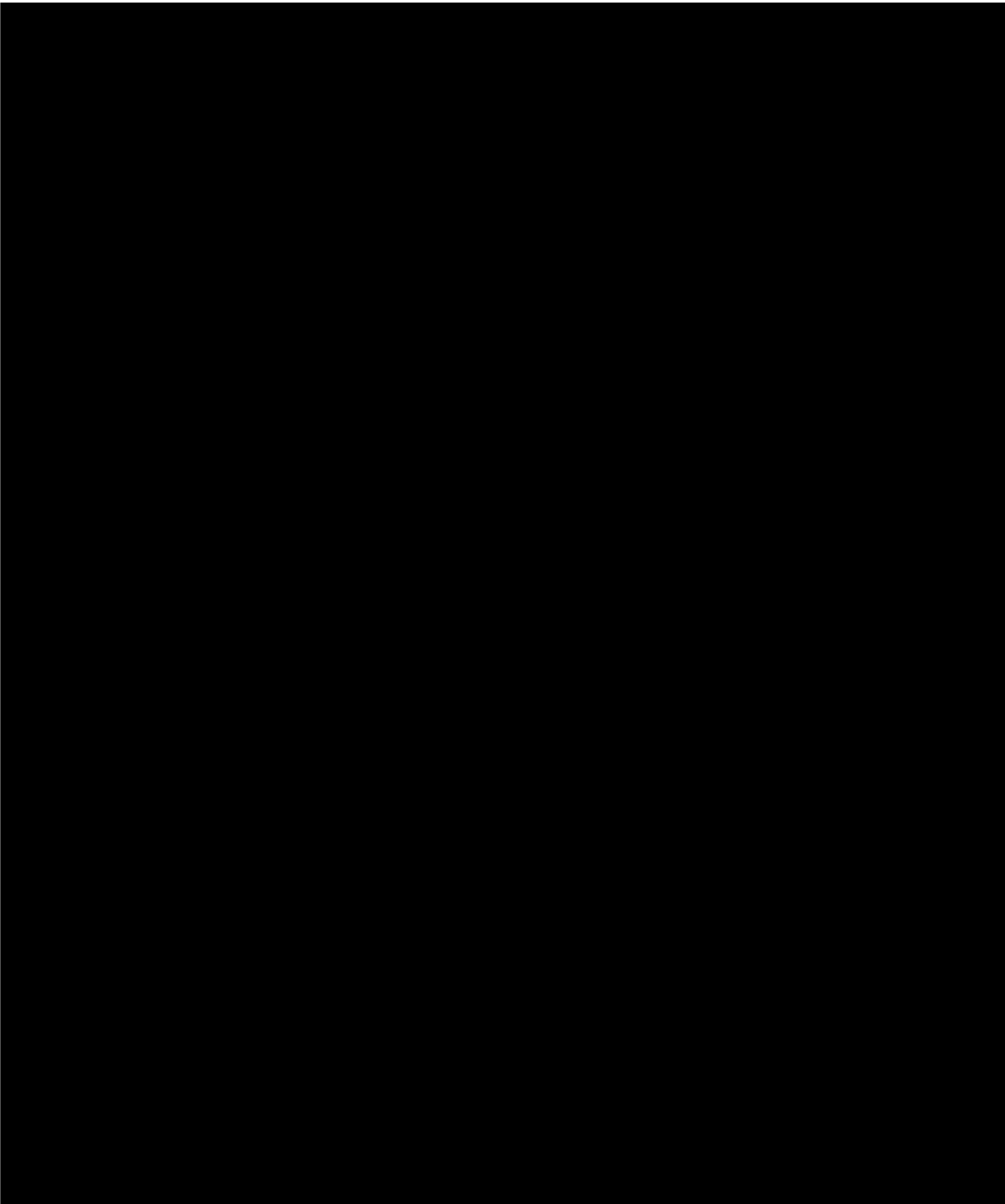


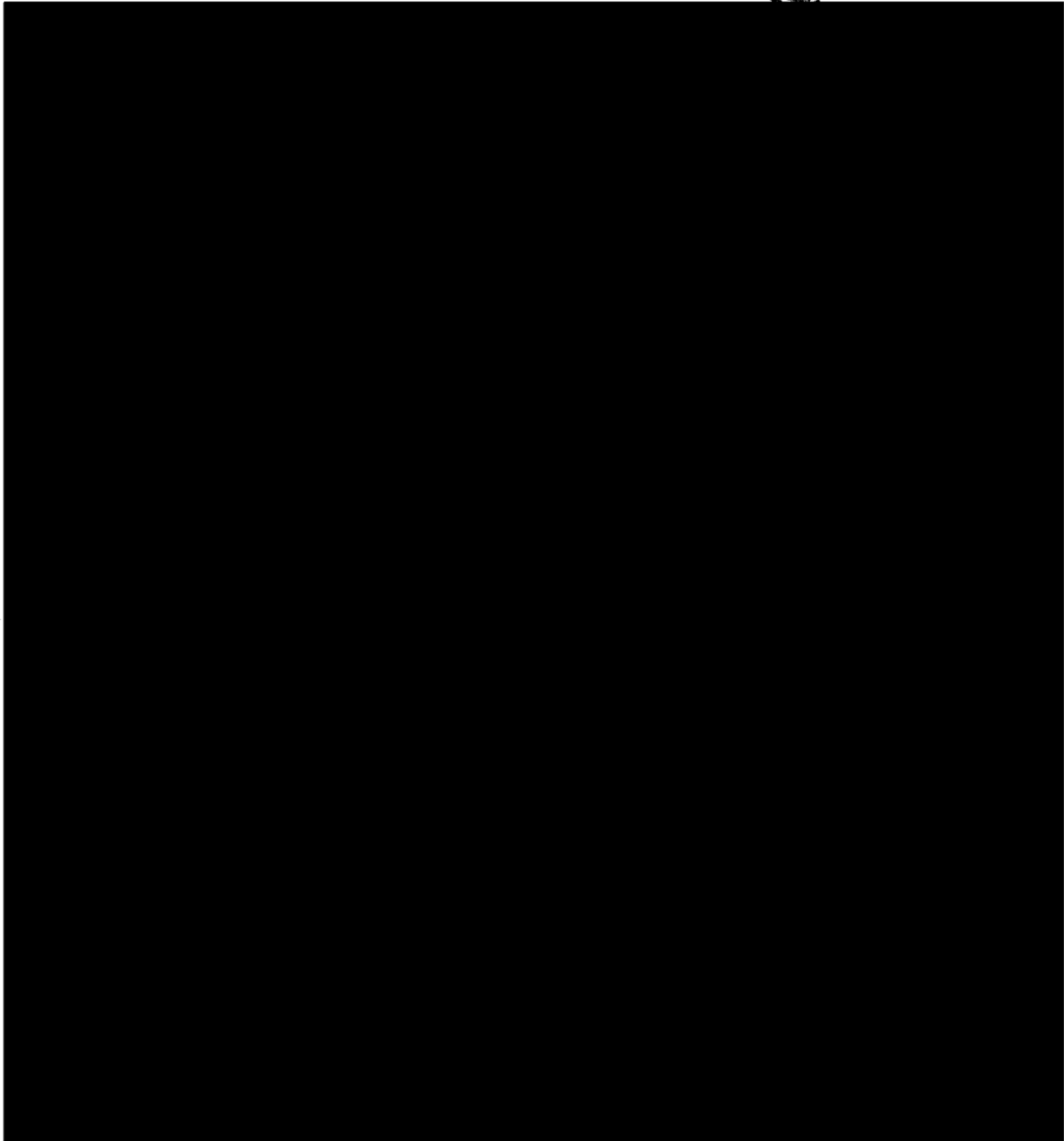
John E. Naughton, III, PE
Senior Project Manager

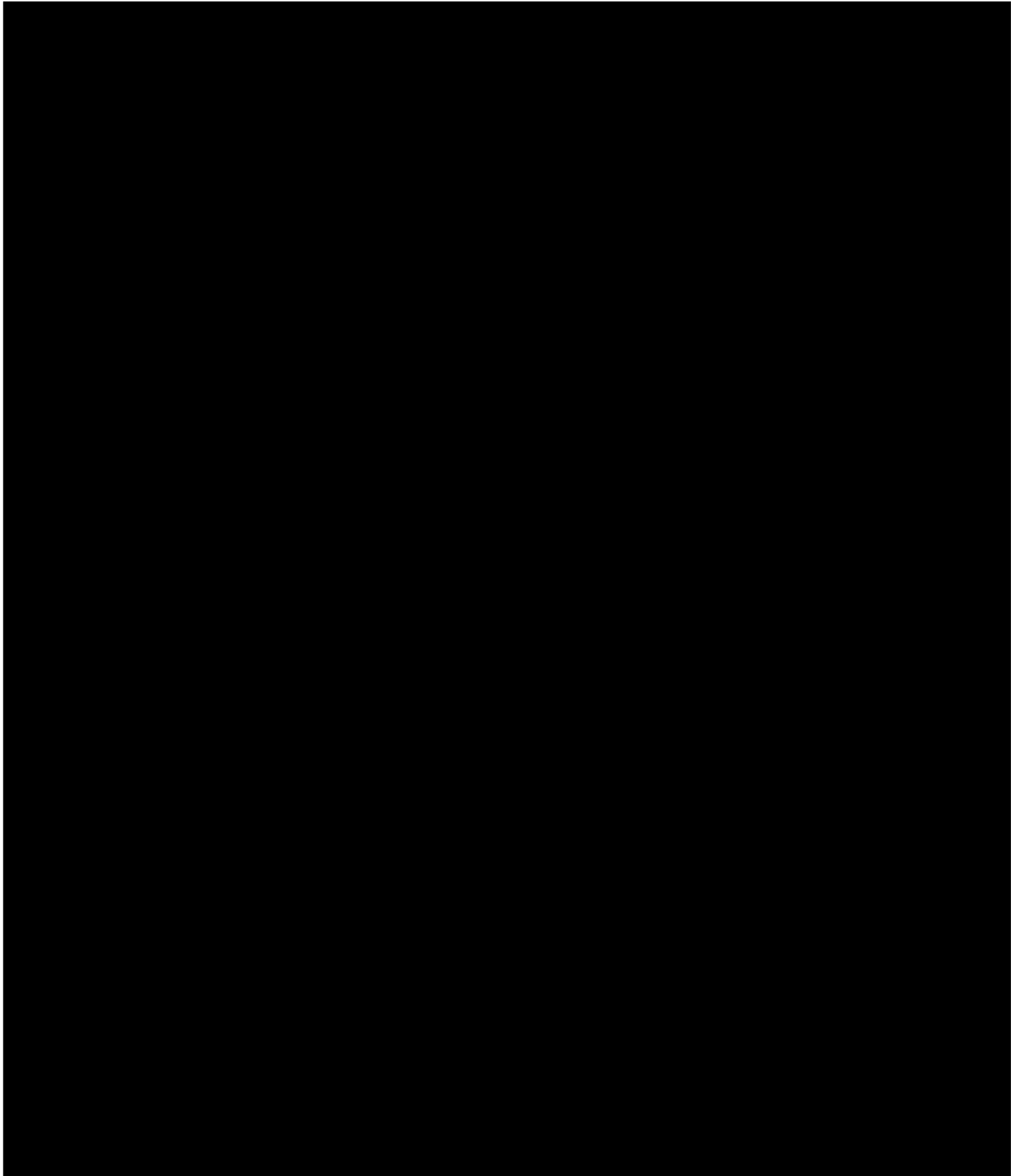


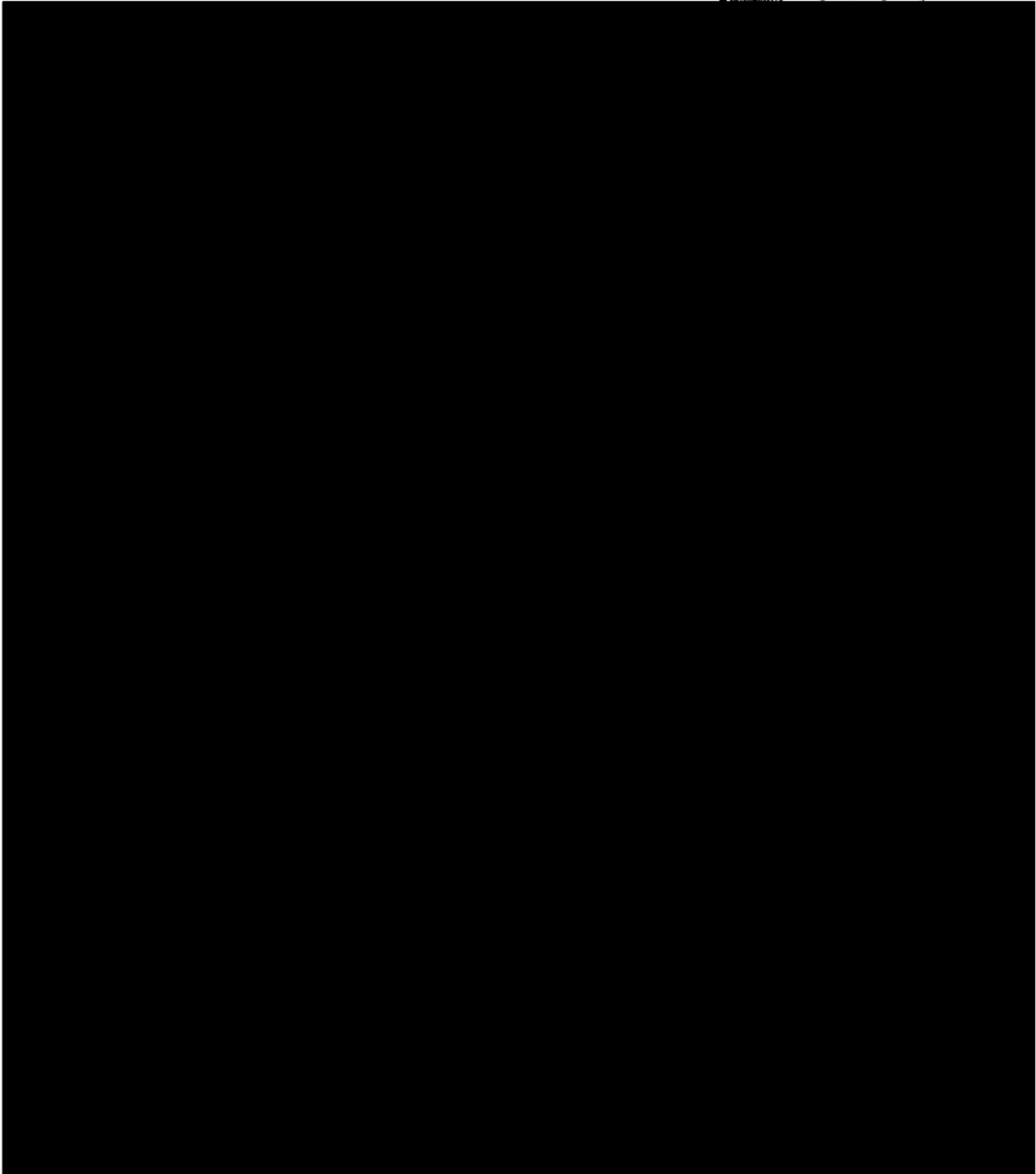


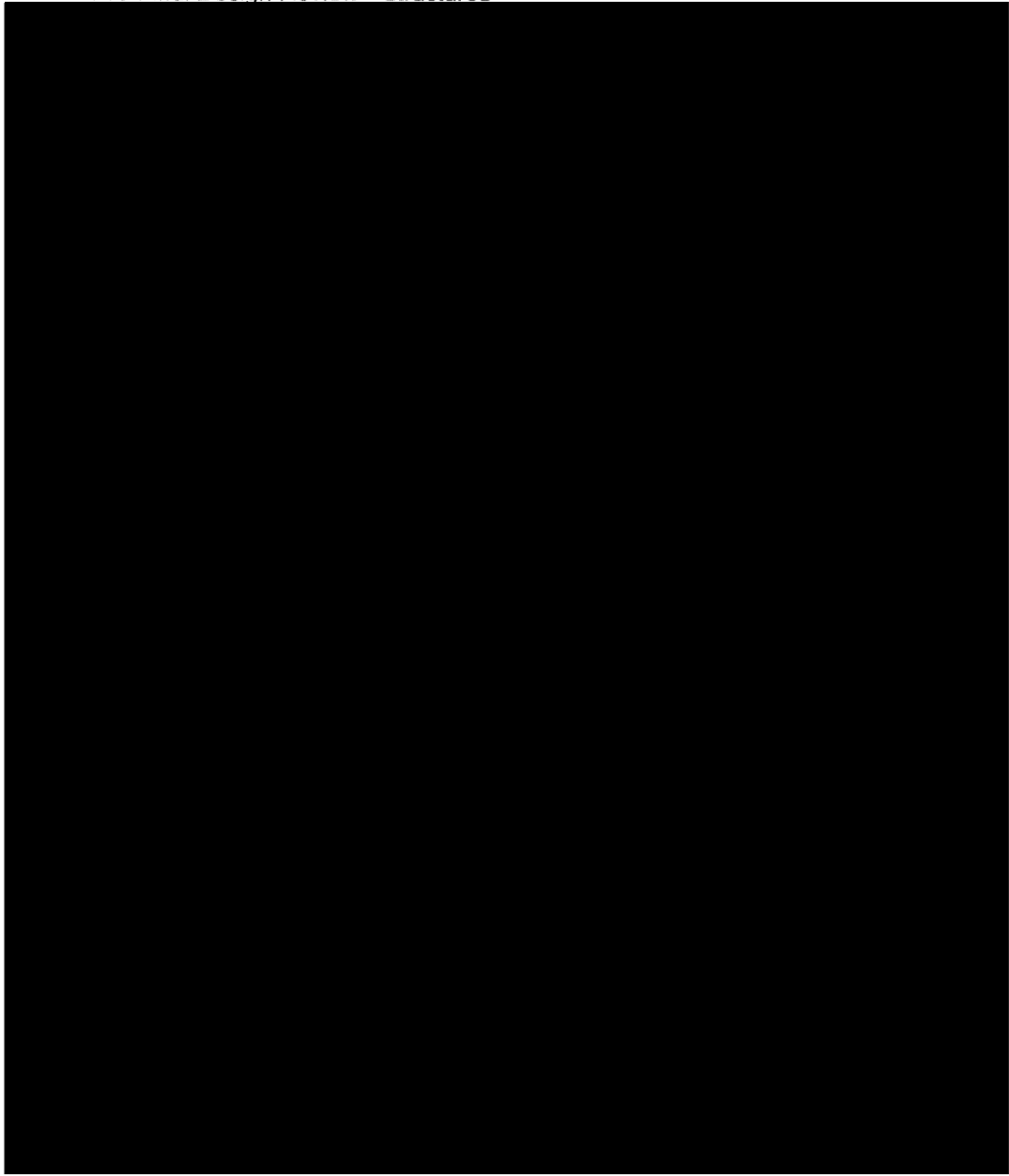
Anthony Tate, PE
Resident Engineer

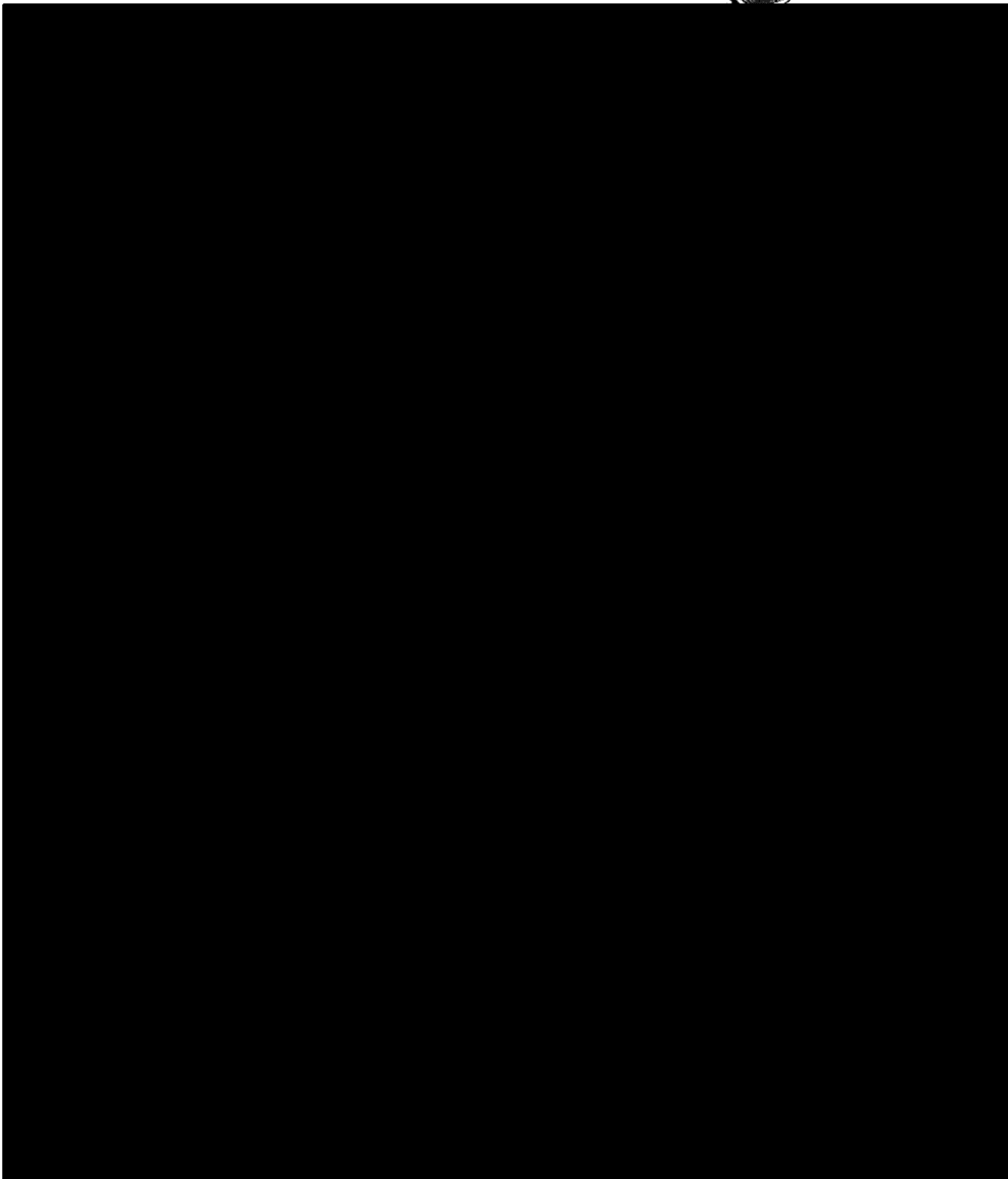








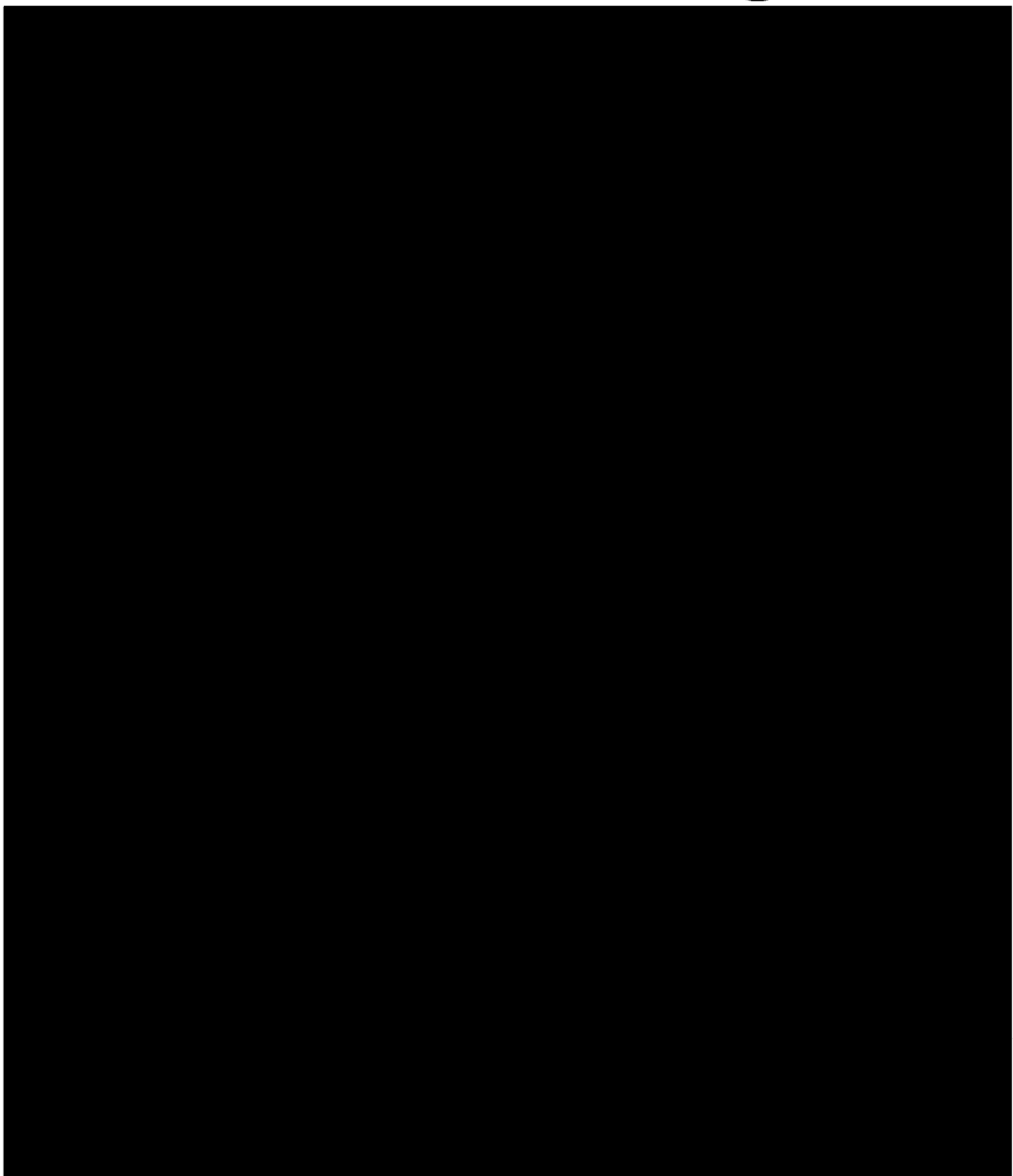




Gerardo Sanchez
Materials Coordinator



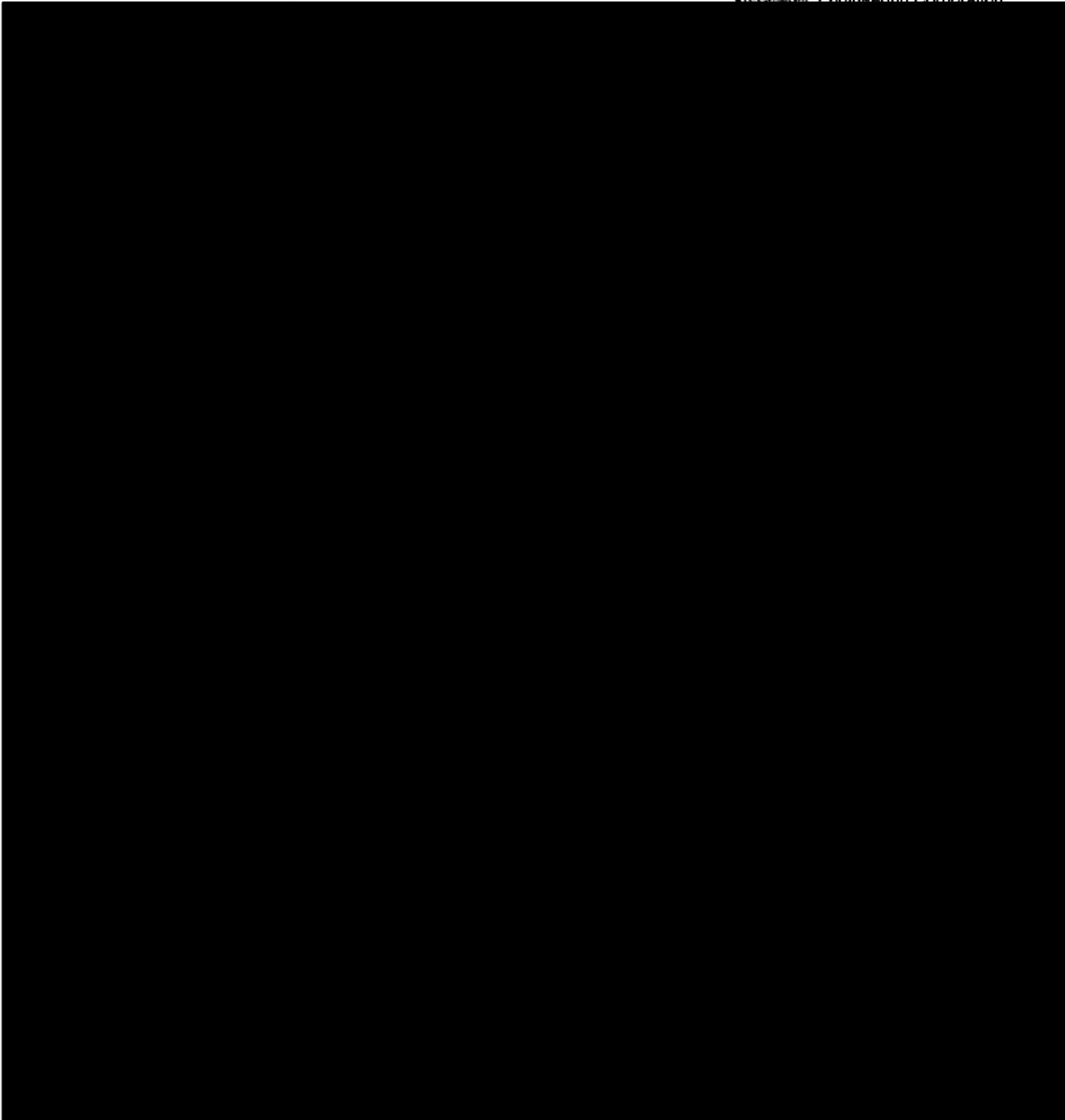
Globetrotters[®]
Engineering Corporation



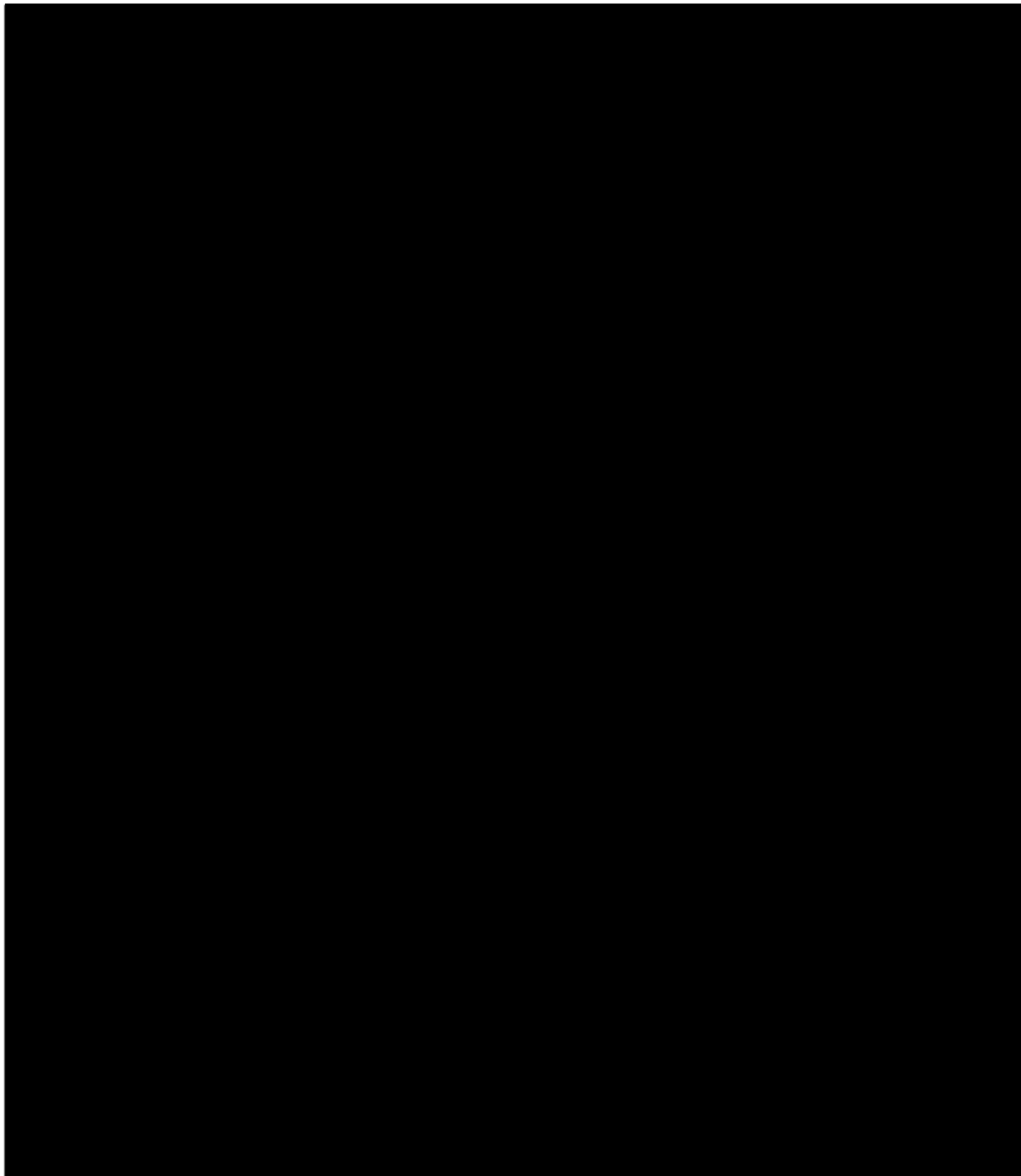
Gerardo Sanchez
Materials Coordinator



Globetrotters[®]
Engineering Corporation



Ben Pochyla, PLS
Chief Land Surveyor



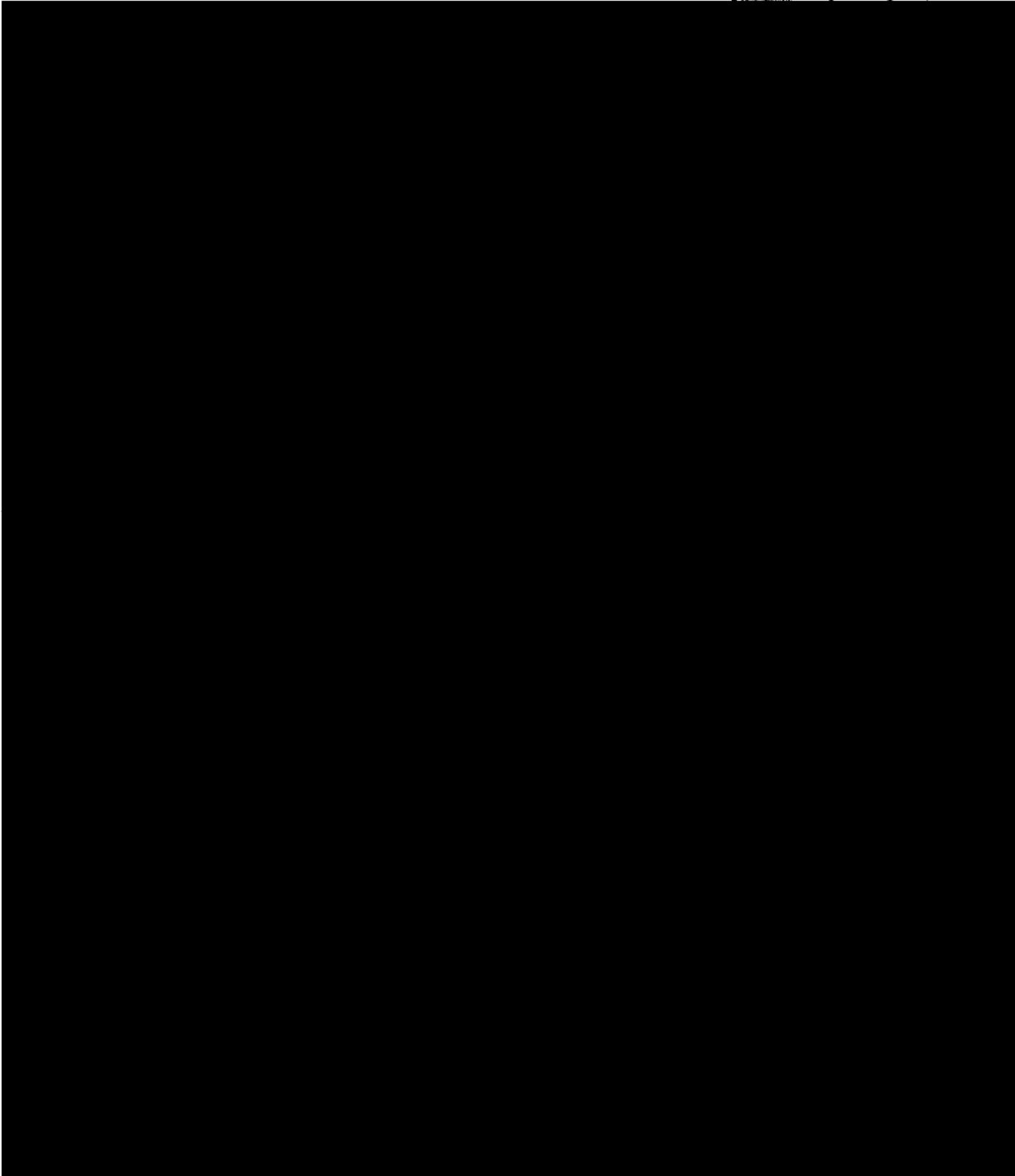


Exhibit F

Scope of Work

Construction Management Services Upon Request, Systemwide

Contract No. I-15-4241

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

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 an as-needed basis. Typical tasks will include projects that are required for the Tollway system, and may include, but not be limited to:

Work scheduled for construction in 2016:

1. Mainline Bridge Rehabilitation
2. Crossroad Bridge Rehabilitation
3. Right-of-Way Fence and Landscaping Installation
4. Bridge and Wall Repairs
5. On call and as-needed work related to the Tollway System

Work scheduled for construction in 2017:

1. Crossroad Bridge Reconstruction or Rehabilitation
2. On call and as-needed work related to the Tollway System

The upper limit of compensation will be set at \$3,500,000 to be authorized for use as individual projects are needed.

The Consultant 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. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The DSE shall furnish services in accordance with the articles contained in the Authority's CM Manual dated March 2015, and all applicable Tollway Criteria, Manuals and Bulletins.

III. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the CM Manual.

IV. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

In addition to the items to be provided as described in the CM Manual, the following will be supplied:

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Copies of ISTHA Standard Specifications, Standard Drawings, and ISTHA Design Criteria can be obtained from the Tollway's website.
4. Copy of contract documents for contracts referenced in Section I, above.

PROJECT SCHEDULE

Contract No. I-15-4241
Construction Management Services Upon Request, Systemwide

SCHEDULE

1.	Scoping Meeting	TBD
2.	Design Scope Submittal	TBD
3.	Design Scope Approval	TBD
4.	Notice to Proceed	TBD
5.	Project Kick-Off Meeting	TBD
6.	Concept Submittal	TBD
7.	Preliminary Submittal	TBD
8.	Pre-final Submittal	TBD
9.	Final Submittal	TBD
10.	Advertise	TBD
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	TBD

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway projects. The System provides a number of benefits to the project participants, including:

- 1) Simplification of communications/online collaboration.
- 2) Automated tracking of time-sensitive items.
- 3) Automated reporting.
- 4) Common document management and storage as electronic documents will reside in a central repository.
- 5) Audit trail of information so project participants will be able to determine who did what and when.
- 6) Real-time access and exchange of information.
- 7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to receiving access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

- 1.0** Consultant shall utilize ISTHA web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0** Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

3.0 Consultant is required but not limited to submit the following using the System:

- 3.1 Submittal schedule, submittals shall be processed using the System to provide a record of activity.
- 3.2 Progress reports.
- 3.3 Inspection reports.
- 3.4 Requests for information, project clarifications, general communication and project related issues.
- 3.5 Meeting agendas, no later than 3 days before meeting.
- 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.

4.0 Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:

- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
- 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
- 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
- 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
- 4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners⁶	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

¹ Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

² Adobe Acrobat Reader is free software available for download at <http://www.adobe.com/>

³ Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

⁴ A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT G

Contract No. I-15-4241

Globetrotters Engineering Corporation

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
I-13-4614	ISTHA: Elgin O'Hare Western Access -	\$2.0 million	\$1,184,000.00	8/1/2016
I-13-4622	ISTHA: Elgin O'Hare Western Access - Western Terminal Design	\$3.7 million	\$2,623,000.00	11/1/2017
PTB 163-003	IDOT: Program Management for Phase I Studies	\$2.0 million	\$274,000.00	4/1/2017
PTB 159-003	IDOT: IL-38 at UPRR and Kautz Road - Phase III	\$6.0 million	\$63,750.00	12/1/2015
PTB 154-019	IDOT: Safety Studies	\$375,000.00	\$250.00	12/1/2015
P-91-195-14	IDOT: Various ADA and/or Phase I Projects	\$1.8 million	\$1,606,000.00	12/1/2019
22032700	CMS: Professional Fiber Engineering Services	\$1.2 million	\$1,132,000.00	10/1/2017
805-030-020	CDB: Correct Water Infiltration - Academic Building, Illinois Math & Science Academy	\$369,000.00	\$175,000.00	4/1/2017
125-110-015	CDB: Upgrade Security Fencing and Install High Mast Lighting at Illinois Youth Center	\$435,400.00	\$287,000.00	4/1/2017
22034736	IDNR: Eagle Creek Resort Assessment	\$128,498.00	\$92,000.00	5/1/2016

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> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 330,992.26</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ 19,007.74</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;">\$ 350,000.00</td></tr> </table>	Direct Labor	\$ 330,992.26	Direct Costs	\$ 19,007.74	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 350,000.00	<p>6 _____</p> <table border="0"> <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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<p>2 <u>Material Service Testing, Inc.</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 141,468.77</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ 33,531.23</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;">\$ 175,000.00</td></tr> </table>	Direct Labor	\$ 141,468.77	Direct Costs	\$ 33,531.23	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 175,000.00	<p>7 _____</p> <table border="0"> <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 DBE/MBE/WBE Subconsultants: \$ 525,000.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 525,000.00

DBE/MBE/WBE Percentage of Total Fee (Includes Additional Services): 15.00%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 15.00%

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1 <u>Juneau Associates, Inc., P.C.</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 162,482.36</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 12,487.20</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;">\$ 174,969.58</td> </tr> </table>	Direct Labor	\$ 162,482.36	Direct Costs	\$ 12,487.20	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 174,969.58	<p>6 _____</p> <table border="0"> <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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TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 174,969.58

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 174,969.58

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

Proposal Date: 11/2/2015

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-15-4241

Consultant:

Gonzalez Companies, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												Grand Total Exhibit A Hours	TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		2,352	
Construction Inspection													144	144	
TOTALS													144	144	

Contract No.: I-15-4241

Consultant: Gonzalez Companies, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>2,352.00</u> (Total Work Hours from Exhibit C-2)	X	<u>\$ 50.26</u> (Average Hourly Rate from Exhibit C-2)	=	TOTAL DIRECT SALARY \$ <u>118,211.52</u>
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Multiplier to be used on this project:	<u>2.80</u>
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)	

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 330,992.26

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 19,007.74

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -

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

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (Prime Consultant)

_____ (Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

_____ (Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 350,000.00

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

Date: 11/2/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 25 No. OF MONTHS
 SCHEDULED START DATE: 12/1/2015
 RAISE DATE: 7/1/2016
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
12/1/2015	6/30/2016	7/1/2016	6/30/2017	7/1/2017	12/31/2017
7.0	12.0	6.0	25.0	25.0	25.0
25.0	49.44%	25.46%			
Escalation Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date
25.0	25.0	25.0	25.0	25.0	25.0
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: 102.90%

Contract No.: I-15-4241

Consultant: Gonzalez Companies, LLC

Date: 11/2/2015

Escalation Factor: 102.90%

(From Exhibit C-1)

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

**DIRECT COST
OVERTIME PREMIUM**

Total Estimated Work Hours: 2,352.00

Average Hourly Rate: \$50.26

Total Direct Labor \$118,211.52

Total Estimated O/T Hours: _____

Average Premium O/T Hourly Rate: _____

Total Overtime Premium: _____

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$60.00	\$61.74	20.00		
No	Project Manager	\$40.00	\$70.00	\$55.00	\$56.60	1,166.00		
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$42.50	\$43.73	1,166.00		
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					

Contract No.: I-15-4241

Consultant: Gonzalez Companies, LLC

Date: 11/2/2015

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	Managing Principal, CEO	Carlos Huddleston	\$50 - \$70
	Managing Principal, COO	Richard P. Judge	
Project Manager	QC/QA Manager	Kent D. Kotthoff	\$40 - \$70
	QC/QA Manager	Joseph M. Gilroy	
	Project Manager	Wesley D. Hampsch	
	Project Manager	Terry S. Adams	
	Project Manager	Kevin White	
	Project Manager	Bob Gummersheimer	
	Project Manager	Dennis Sullivan	
	Project Engineer	Benjamin J. Fecko	
	Project Engineer	Jon Kremer	
	Project Engineer	Jonathan W. Murray	
	Project Engineer	Paul C. Kneuppel	
	Project Engineer	Jeffrey J. Huck	
	Resident Engineer/Technician V	Resident Engineer/Technician V	Jackie L. Gammon
Resident Engineer/Technician V		Thomas W. Hilmer	
Resident Engineer/Technician V		Alex Valdivia	
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Elizabeth S. Glowacz	\$25 - \$60
	Project Engineer	Kylie A. Wilmes	
	Project Engineer	Diane Grossenheider	
	Project Engineer	Kristin M. Fecko	
	Project Engineer	Nathaniel R. Clarey	
	Project Engineer	Kyle W. Stigler	
	Project Engineer	Angel Lowery	
	Project Engineer	Hannah J. Mitchem	
	Project Engineer	Scott D. Reid	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60

Contract No.: I-15-4241

Consultant: Gonzalez Companies, LLC

Date: 11/2/2015

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
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

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

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT** - rate based on link below
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS** - based on link below
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWEDIRECTCOSTS_10012013.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

Vehicles

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)	\$ <u>19,007.74</u>
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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."

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

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

Contract No.: I-15-4241

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: _____

Elizabeth S. Glowacz, E.I.T.

Assistant Engineer



St. Louis, MO | Belleville, IL | Chicago, IL | Omaha, NE

Elizabeth Glowacz, E.I.T.

Assistant Engineer



St. Louis, MO | Belleville, IL | Chicago, IL | Omaha, NE

EXHIBIT F

Contract No. I-15-4241

Gonzalez Companies, LLC

SCOPE OF SERVICES

EXHIBIT G

Contract No. I-15-4241

Gonzalez Companies, 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
PTB 161/032	Rte 15 over Rte 13, Phase III	\$1,596,695.00	\$350,000.00	8/1/2016
PTB 164/007	Joliet Movable Bridges, Phase III	\$979,893.00	\$690,000.00	8/1/2018
PTB 165/018	Waterloo Bypass, Phase III	\$105,000.00	\$105,000.00	12/1/2016
PTB 172/014	Various/Various, Phase III District 2	\$125,000.00	\$20,000.00	12/1/2016
PTB 172/021	Rte 157 over Schoenberger Crk, Phase III	\$1,077,935.00	\$1,077,935.00	3/1/2017
SB 13-1, 4101-90	CUR	\$1,000,000.00	\$2,000.00	12/1/2015
14-1, RR-13- I-88	Resurfacing	\$235,100.00	\$76,100.00	5/1/2016
14-3, RR-14- DUR,	Systemwide	\$75,000.00	\$75,000.00	6/1/2016
3 15-2, I-15-4	CUR, Systemwide	\$350,000.00	\$350,000.00	12/31/2017
CDOT, 81334	Bloomingtondale Trail	\$695,601.00	\$25,000.00	12/31/2015
CDOT, 81334	1st Street Pedestrian Bridge	\$110,000.00	\$110,000.00	12/31/2016

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: \$ -

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): _____

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

Contract Information Sheet

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

Consultant Name: Material Service Testing, Inc.

Contract Number: I-15-4241

Proposal Date: 11/2/2015

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-15-4241

Consultant: Material Service Testing, 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		
Project Management			2	2	2	2	2	2	2	2	2	2	2	20
Materials Testing				80	80	80	80	80	80	80	80	80	40	600
TOTALS			2	82	82	82	82	82	82	82	82	42	2	620

Contract No.: I-15-4241 Consultant: Material Service Testing, Inc.

Date: 11/2/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 25 No. OF MONTHS
 SCHEDULED START DATE: 12/1/2015
 RAISE DATE: 3/1/2016
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
12/1/2015 - 2/29/2016	3/1/2016 - 2/28/2017	3/1/2017 - 12/31/2017	-	-	-	-
3.0	12.0	10.0	25.0	25.0	25.0	25.0
12.00%	49.44%	42.44%	Escalation Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period
						Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
-	-	-	-	-	-	-
25.0	25.0	25.0	25.0	25.0	25.0	25.0
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: 103.88%

Contract No.: I-15-4241

Consultant: Material Service Testing, Inc.

Date: 11/2/2015

Escalation Factor: 103.88%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM	
							Total Estimated O/T Hours:	160.00
							Average Premium O/T Hourly Rate:	\$19.83
							Total Overtime Premium:	\$3,172.80
							Total Estimated Work Hours:	1,242.00
							Average Hourly Rate:	\$40.68
							Total Direct Labor	\$50,524.56
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	42.00		
No	Project Manager	\$40.00	\$70.00					
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00					
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00					
Yes	Senior Technical Specialist	\$25.00	\$60.00	\$38.17	\$39.65	1,200.00	19.83	160.00
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					

Contract No.: I-15-4241 Consultant: Material Service Testing, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.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 DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 30,358.43

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

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

Contract No.: I-15-4241

Consultant: Material Service Testing, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Rashod R. Johnson, P.E., Jeffrey Krozel

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Lee Miller

Classification: QA Materials Technician III

Name: Mark Benes

Classification: QA Materials Technician III

Name: _____

Classification: _____

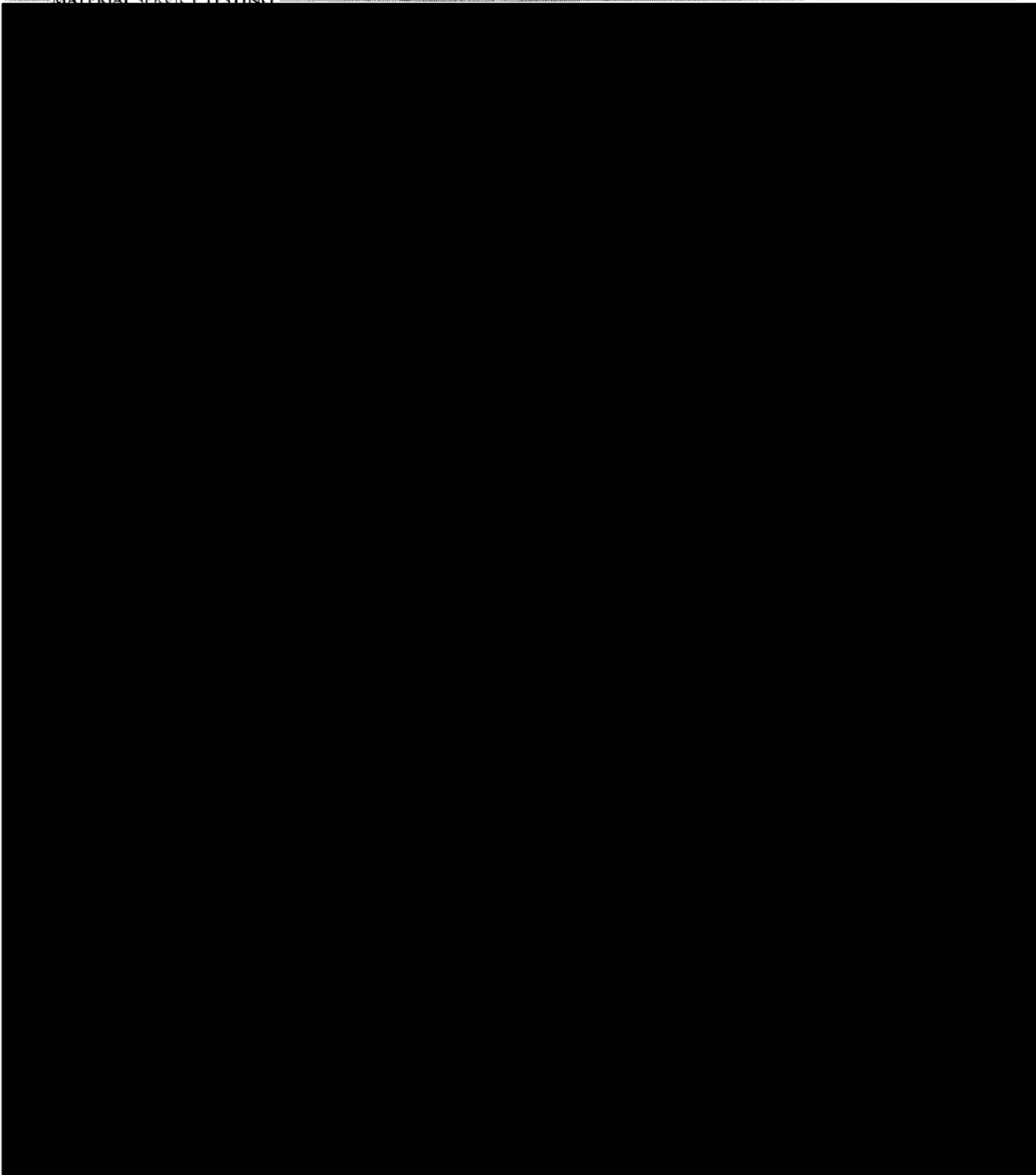
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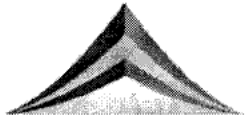
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MATERIAL SERVICE TESTING

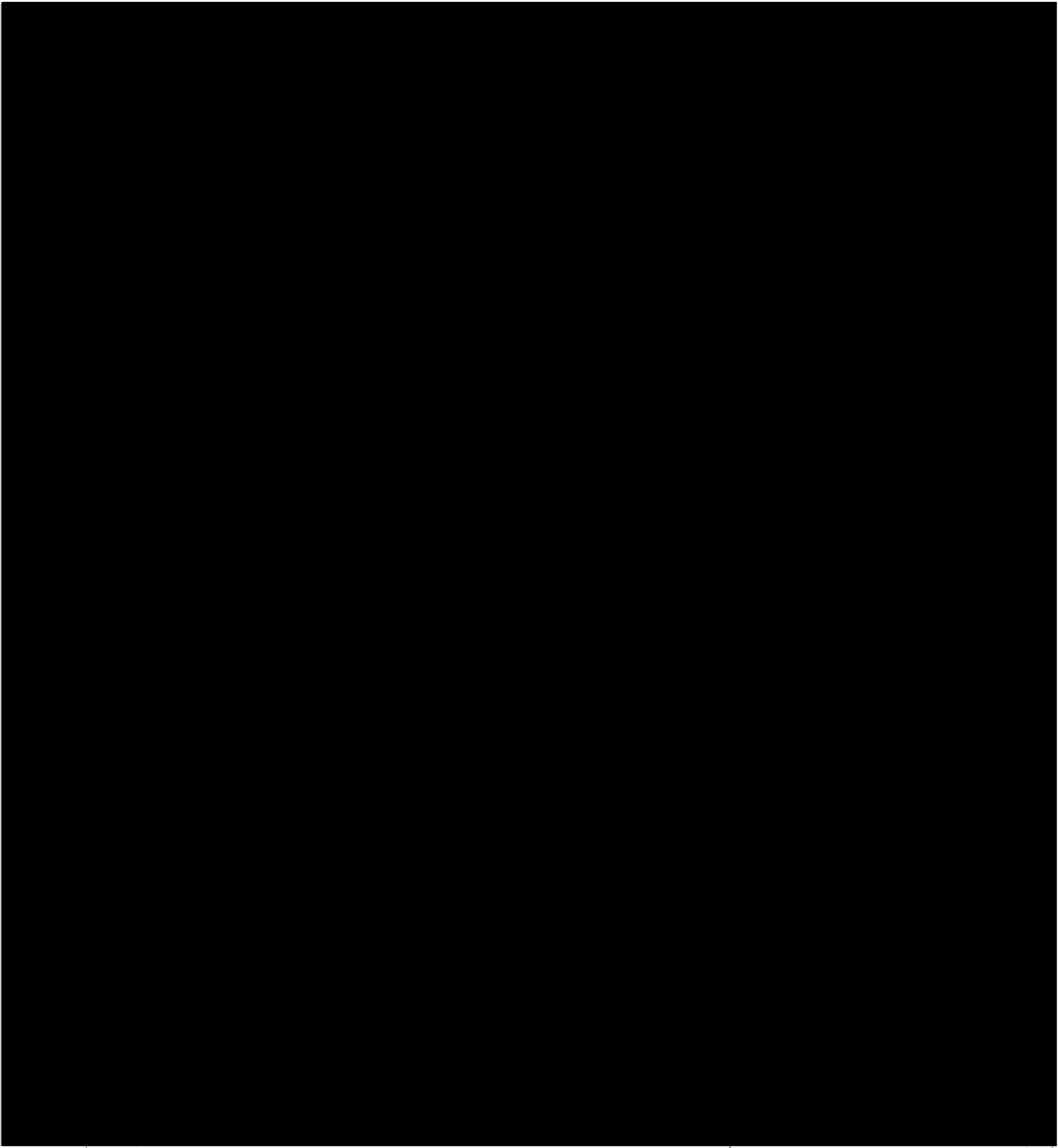
RASHOD R. JOHNSON, P.E.
PRESIDENT





MATERIAL SERVICE TESTING

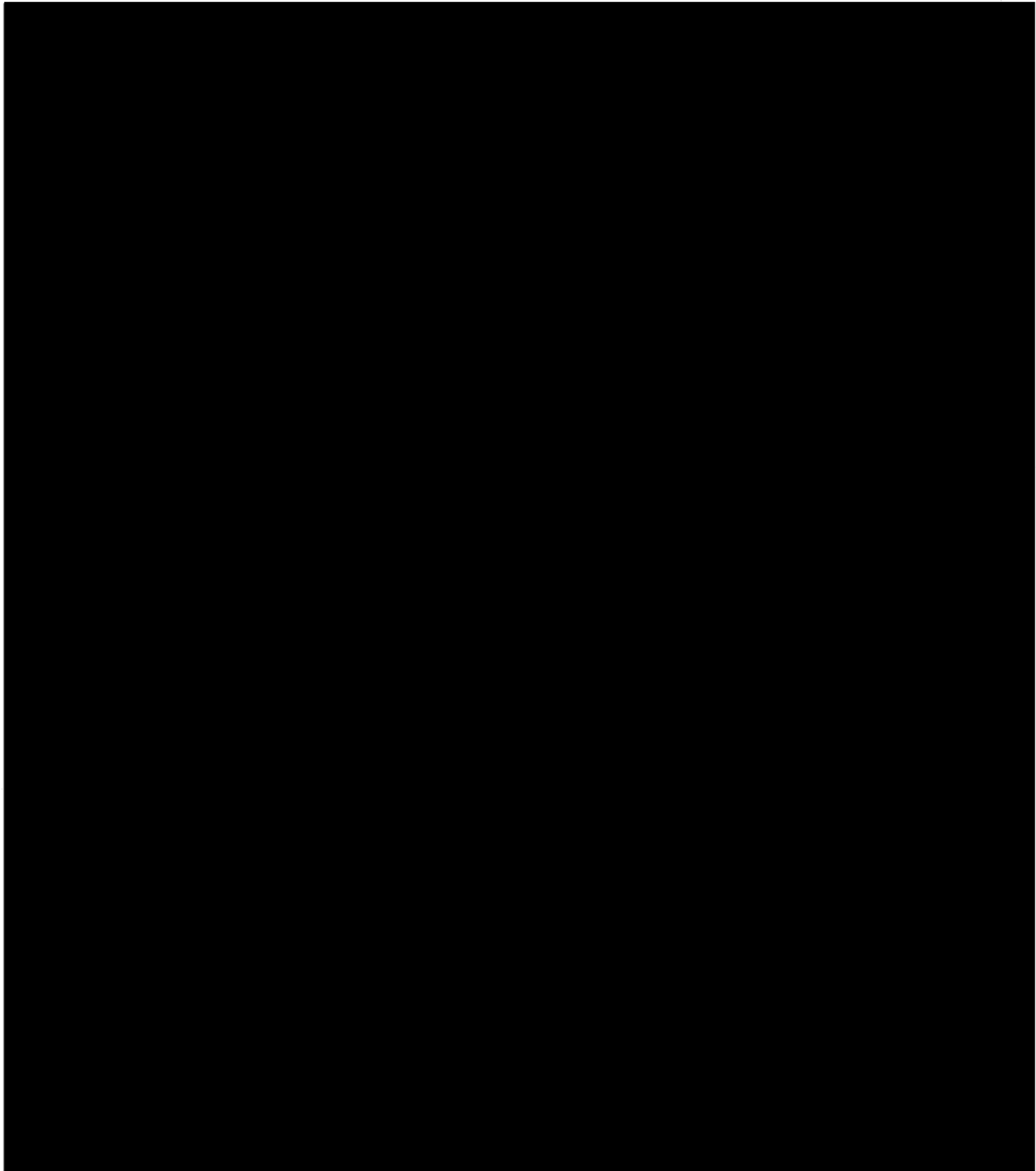
RASHOD R. JOHNSON, P.E.
PRESIDENT





MATERIAL SERVICE TESTING

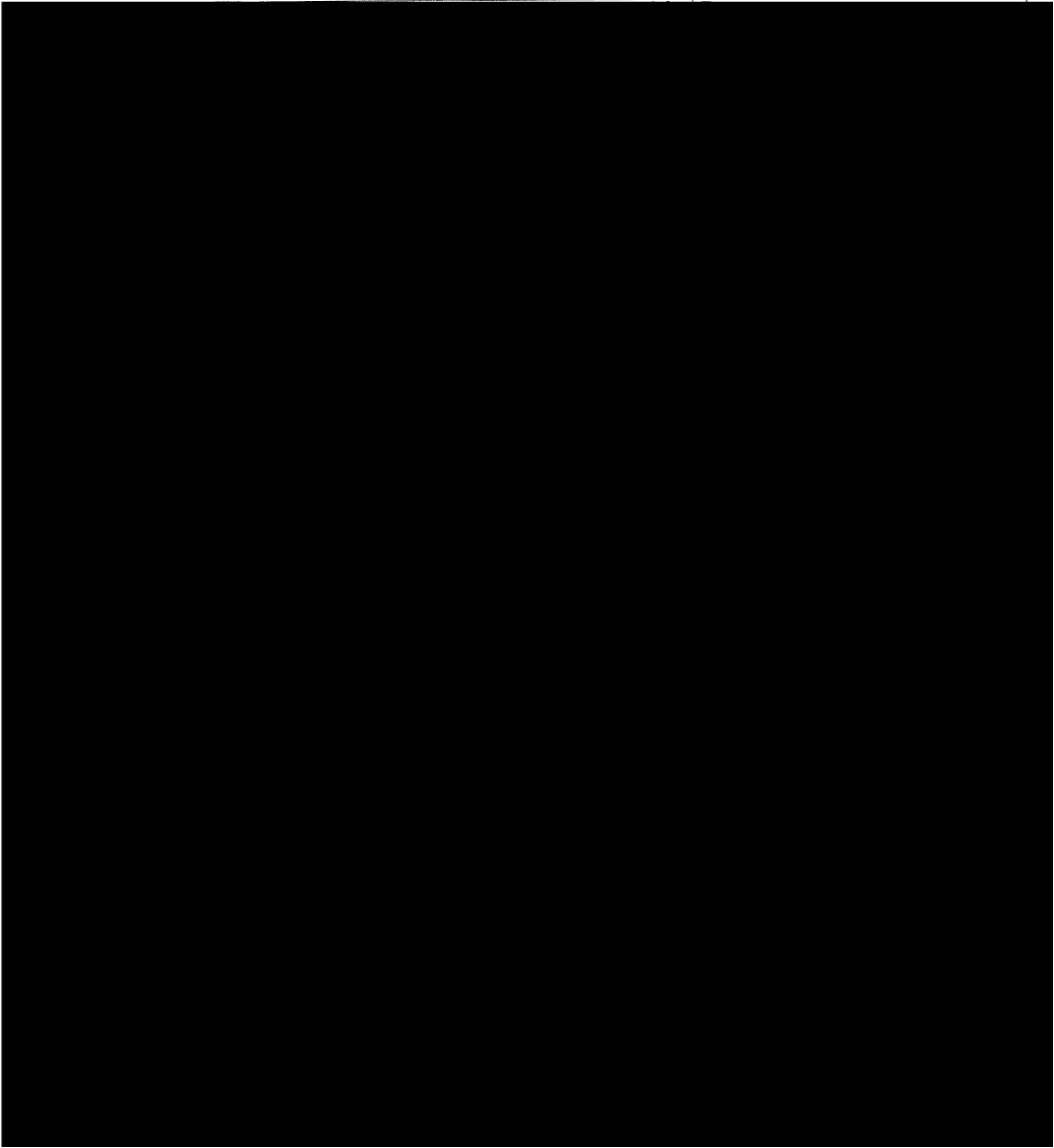
RASHOD R. JOHNSON, P.E.
PRESIDENT





MATERIAL SERVICE TESTING

JEFFREY KROZEL
EXECUTIVE VICE PRESIDENT



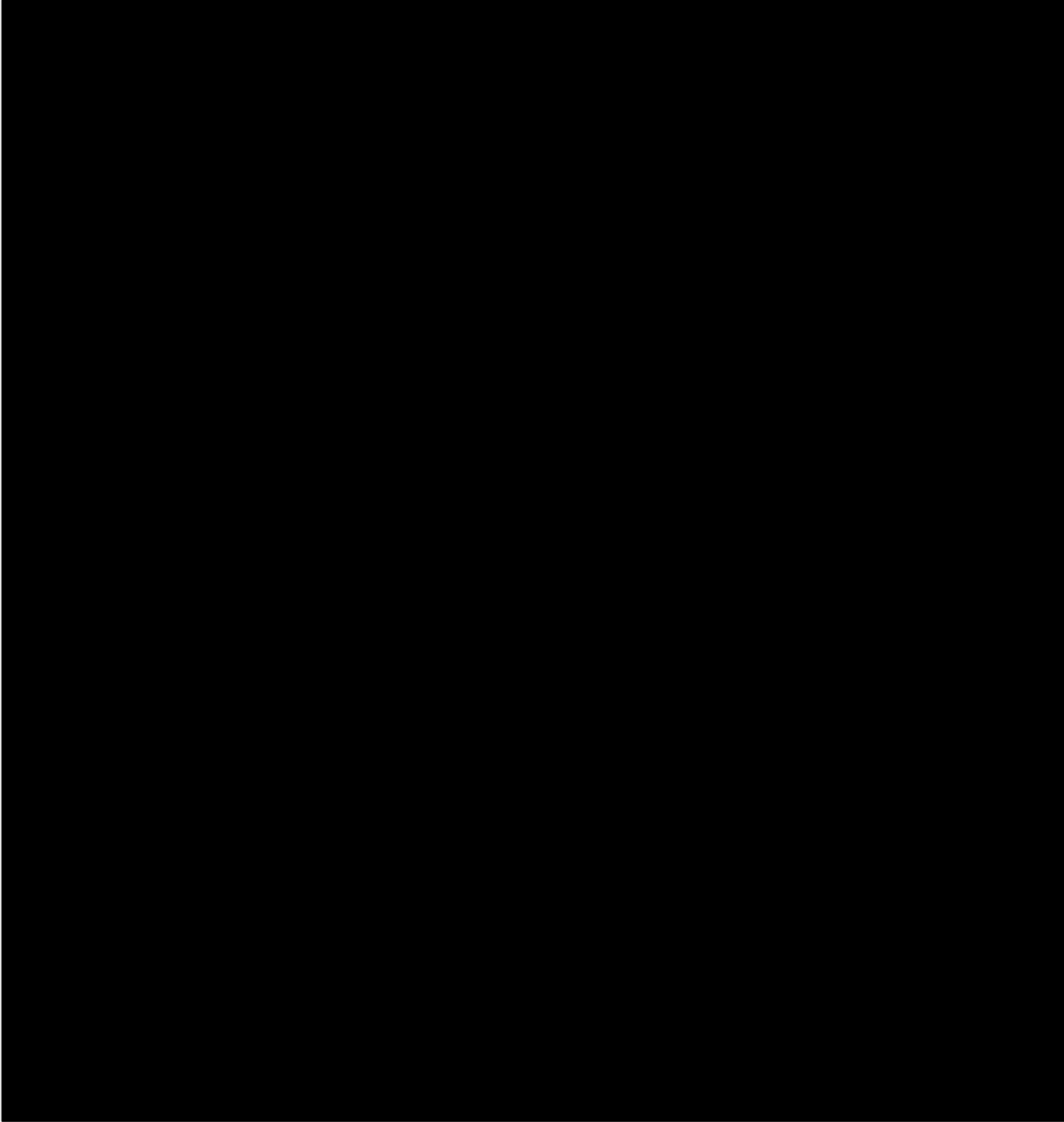
A 1327 West Washington Blvd, Ste 105, Chicago, IL 60607 | **P** 312.846.6246 | **F** 847.787.0321 | **W** www.materialservicetesting.com

EXHIBIT "1"
Page **116** of **143**



MATERIAL SERVICE TESTING

JEFFREY KROZEL
EXECUTIVE VICE PRESIDENT

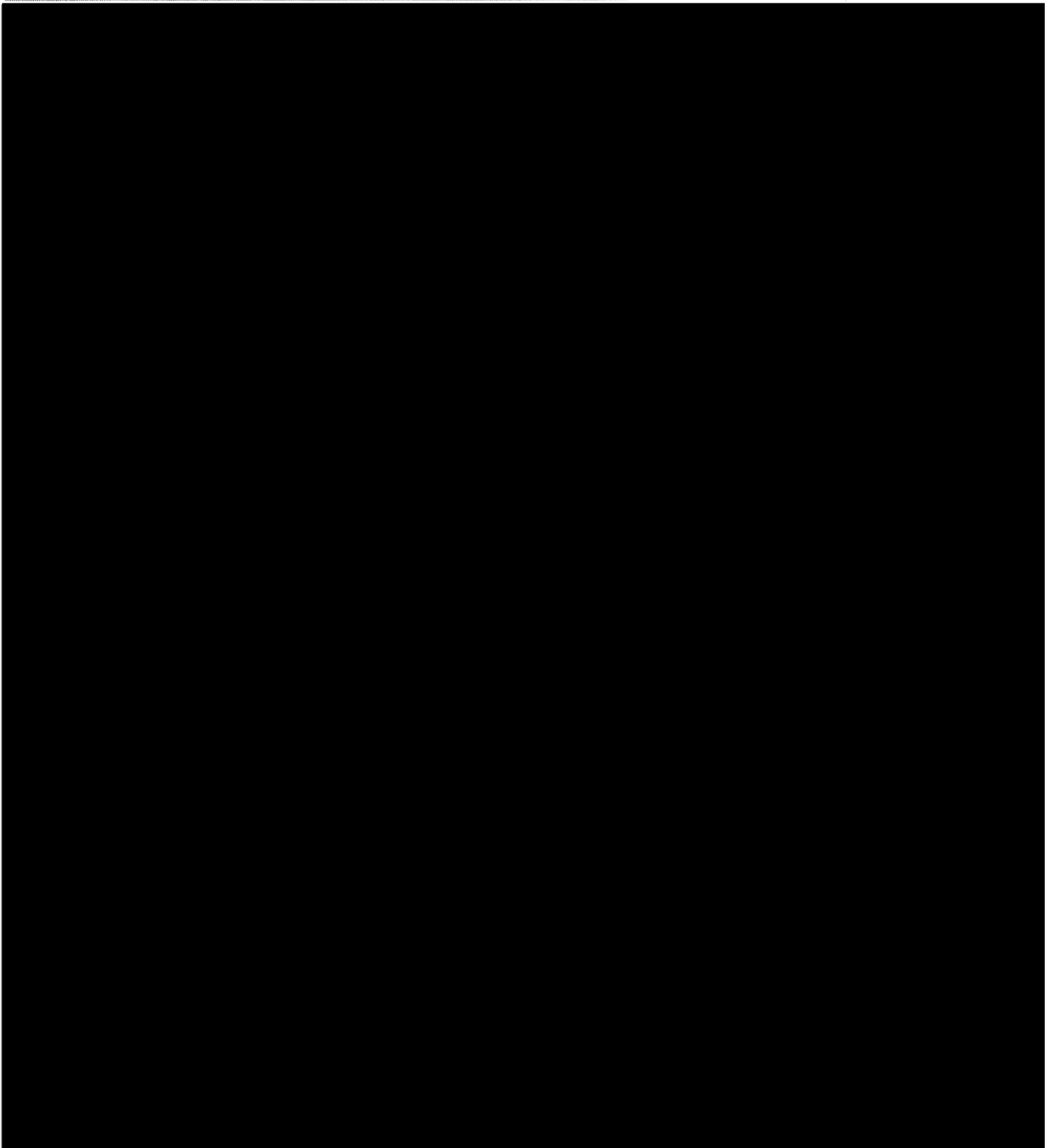


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EXHIBIT "1"
Page 117 of 143



LEE MILLER
QA FIELD TECHNICIAN





MARK BENES
MATERIALS QA TECHNICIAN

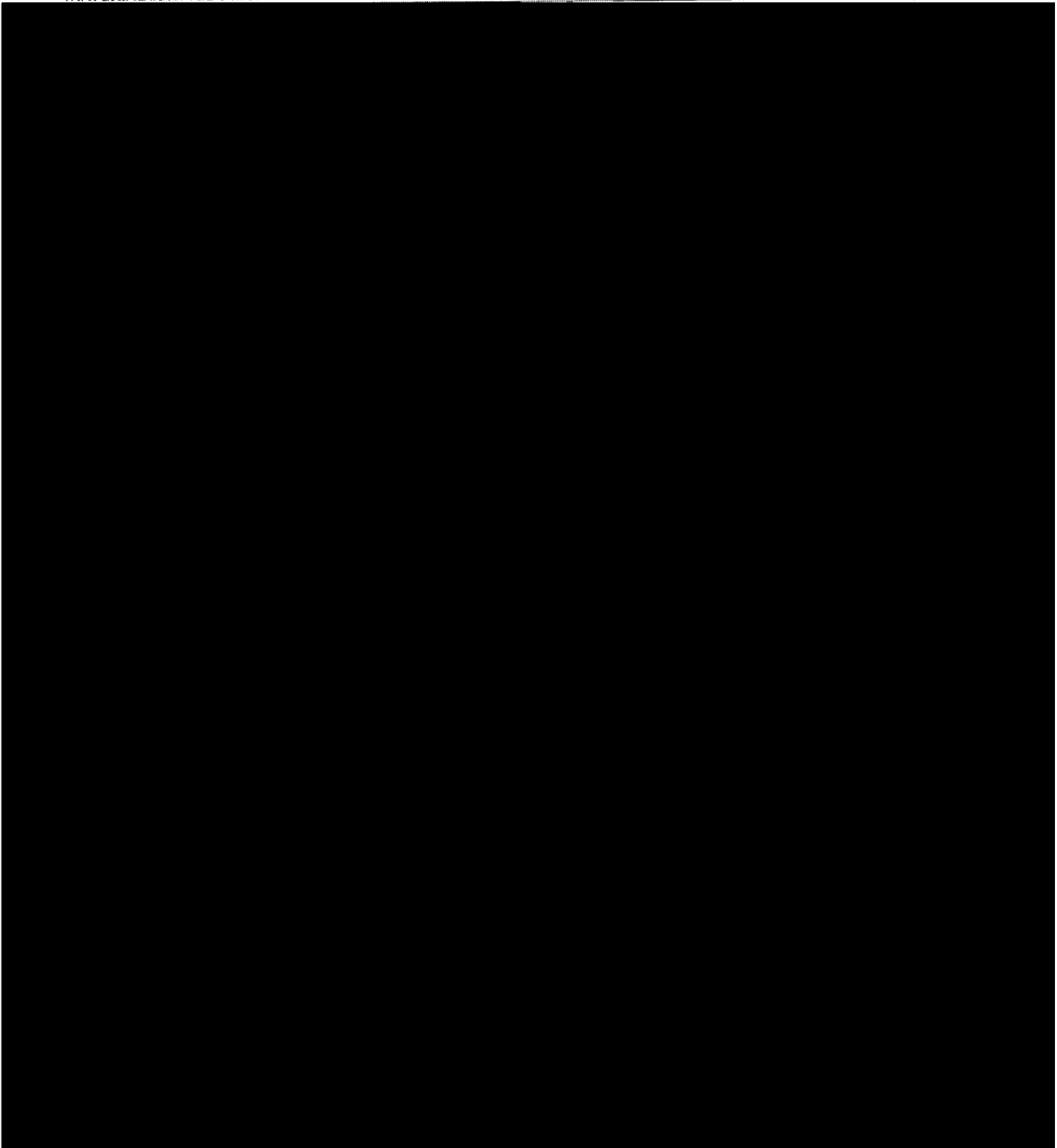


EXHIBIT F

Contract No. I-15-4241

Material Service Testing, Inc.

SCOPE OF SERVICES

EXHIBIT G

CONTRACT

I-15-4241

(Material Service Testing, 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
I-15-4241	Construction Management Service Upon Request	\$175,000	\$175,000	12/31/17
I-15-4655	Elgin O'Hare Western Access: US 20 to Rt. 83	Pending Contract	Pending Contract	TBD
I-15-4659	Elgin O'Hare Western Access: Design and Const Mgmt	Pending Contract	Pending Contract	TBD
RR-14-5705	Construction Management Services Upon Request	\$160,000	\$160,000	12/31/2017
I-14-4645	EOWA: Lively Blvd to York Road	\$303,712	\$303,712	09/30/2017
RR-14-4195	Materials Engineering Services Upon Request	\$562,500	\$447,280	01/01/2020
I-14-4191	I-90 Roadway, Retaining Wall and Bridge Reconstruction and Widening MP 56.8 to MP 60.8	\$707,467	\$476,209	10/30/2016
I-14-4186	I-90 Roadway Retaining Wall and Bridge Reconstruction and Widening MP73.3 to MP 76.6	\$617,340	\$427,144	10/30/2016
I-14-4637	Elgin O'Hare Western Access, Wood Dale Road	\$212,850	\$167,737	10/30/2016
I-13-4626	Elgin O'Hare Western Access	\$384,983	\$108,137	9/30/2016
I-11-4020	Elgin O'Hare Western Access, I-90 at Elmhurst Road	\$595,931	\$215,098	11/30/2016
C-91-667-10	IL 19 at York Rd, Bensenville	\$576,107	\$230,470	11/30/2016
C-91-014-14	US 30: IL 59 to I-55	\$311,164	\$253,294	11/30/2016
C-91-008-15	US 41: I-94 to IL 21, Lake County	\$337,168	\$92,867	9/30/2016
C-91-007-15	US 41 at IL 132	\$98,693	\$98,693	9/30/2016
C-91-013-14	US 6: Will Cook to W of US Rt. 45	\$364,000	\$357,474	11/30/2016
C-91-117-15	Various QA-PTB174-005	\$1,250,000	\$415,663	11/01/2016
C-91-124-15	IL 171 (Archer Ave): 47 th St to 55 th St. Bridge at I-55	\$283,500	\$283,500	11/30/2016
C-92-110-12	Various Phase III	\$180,865	\$121,525	11/01/2016

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): _____

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) <u>\$ -</u>
2	Direct Labor _____ Direct Costs _____ Services by Others _____ Additional Services ** _____ Total this Subconsultant (ULC) <u>\$ -</u>
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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: Juneau Associates, Inc., P.C.

Contract Number: I-15-4241

Proposal Date: 11/2/2015

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 Consultant: Juneau Associates, Inc., P.C.

Date: 11/2/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 25 No. OF MONTHS
 SCHEDULED START DATE: 12/1/2015
 RAISE DATE: 7/1/2016
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
12/1/2015 - 6/30/2016	7/1/2016 - 6/30/2017	7/1/2017 - 12/31/2017	-	-	-	-
7.0	12.0	6.0	25.0	25.0	25.0	25.0
25.0	25.0	25.0	25.0	25.0	25.0	25.0
28.00% Escalation Factor First Period	49.44% Escalation Factor Second Period	25.46% Escalation Factor Third Period				Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
-	-	-	-	-	-	-
25.0	25.0	25.0	25.0	25.0	25.0	25.0
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: 102.90%

Contract No.: I-15-4241

Consultant: Juneau Associates, Inc., P.C.

Date: 11/2/2015

Escalation Factor: 102.90%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM	
							Total Estimated O/T Hours:	
							Average Premium O/T Hourly Rate:	
							Total Overtime Premium:	
							Total Estimated Work Hours:	1,401.00
							Average Hourly Rate:	\$41.42
							Total Direct Labor	\$58,029.42
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00					
No	Project Manager	\$40.00	\$70.00	\$55.00	\$56.60	24.00		
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00					
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$40.00	\$41.16	1,377.00		
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					

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

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

Contract No.: I-15-4241

Consultant: Juneau Associates, Inc., P.C.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Brian F. Kulick

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: William R. Stahl III

Classification: Senior Technical Specialist

Name: Patrick L. Hartman

Classification: Senior Technical Specialist

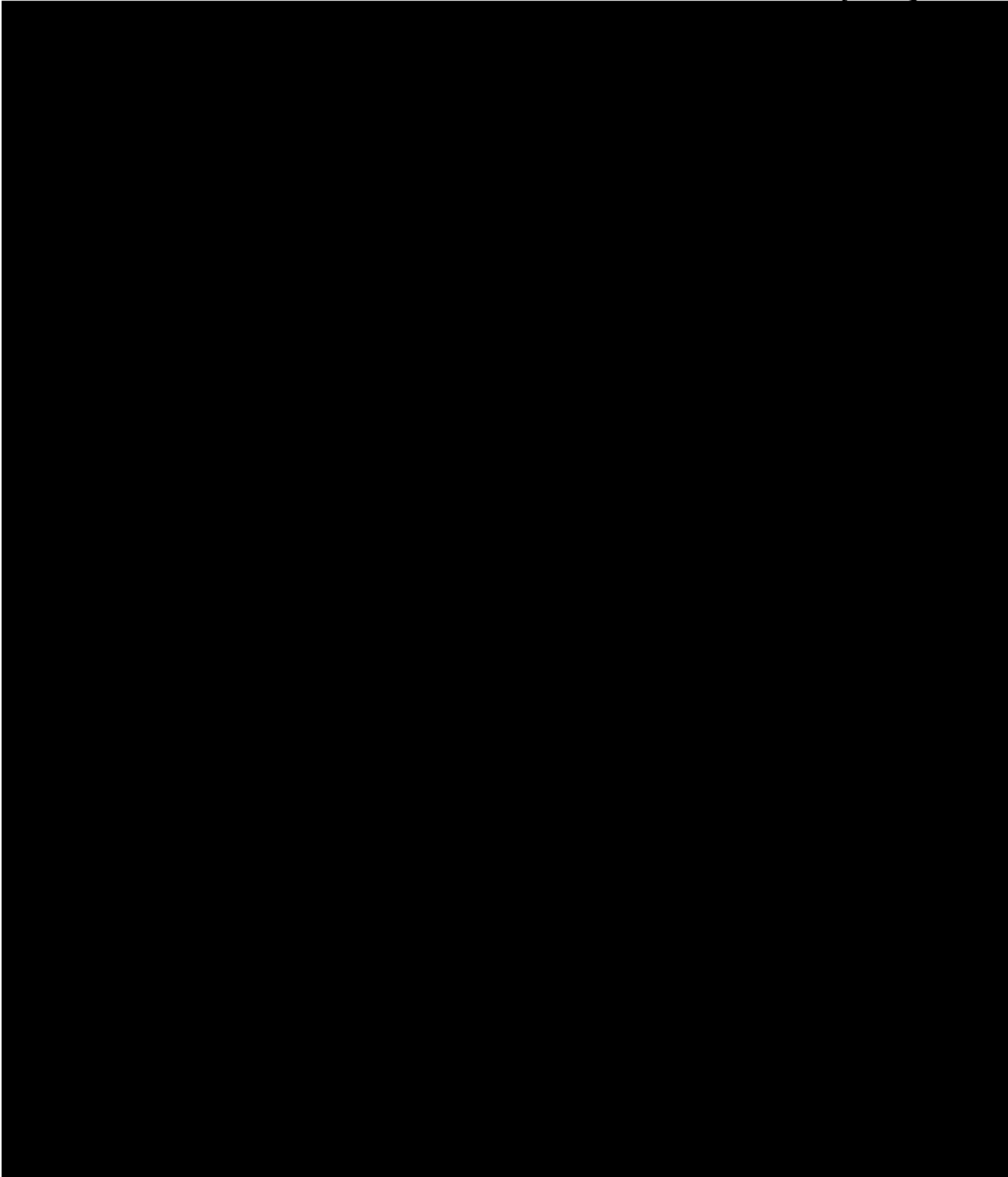
Name: _____

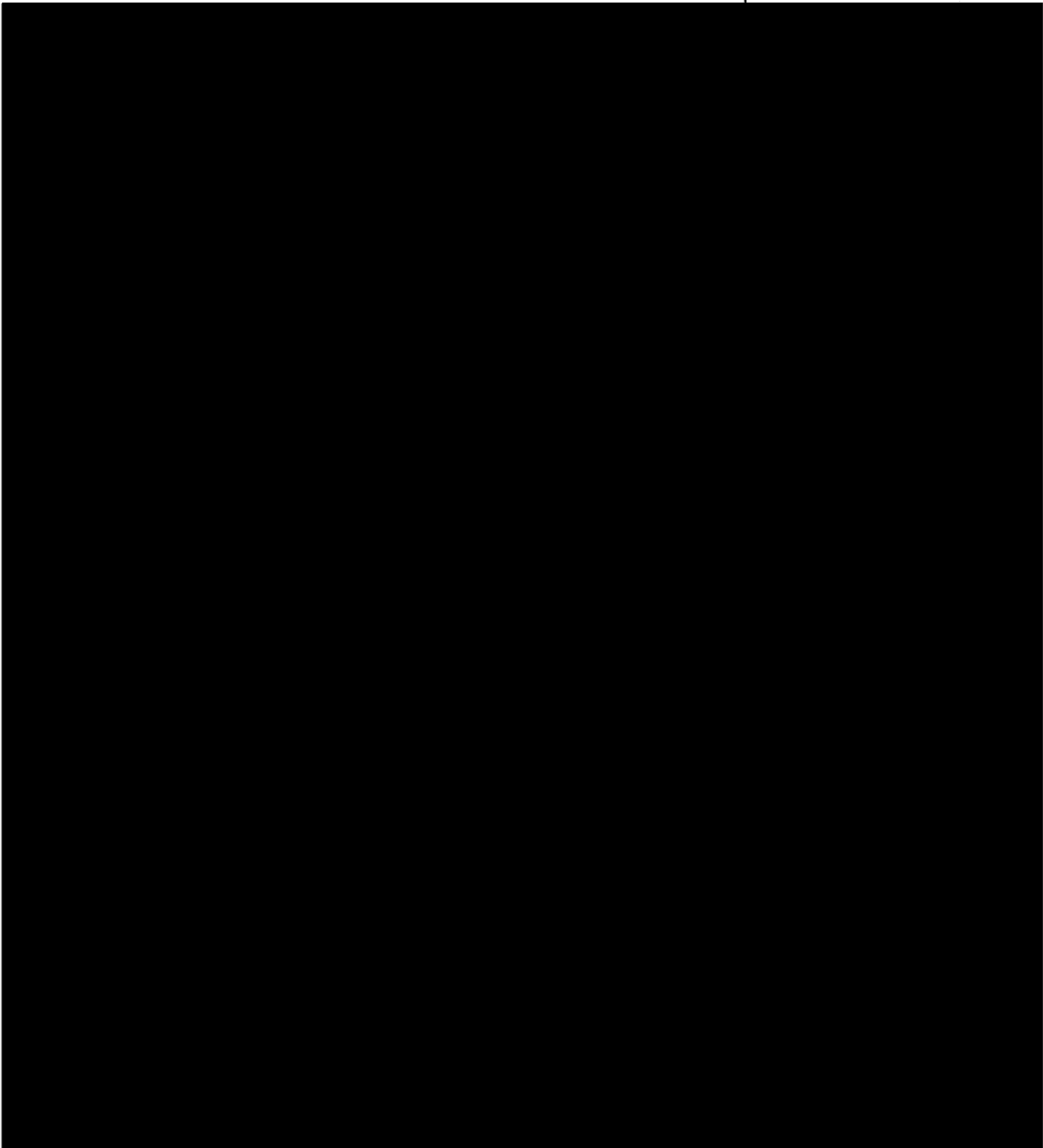
Classification: _____

Name: _____

Classification: _____

Brian F. Kulick, PE, PLS
Project Engineer





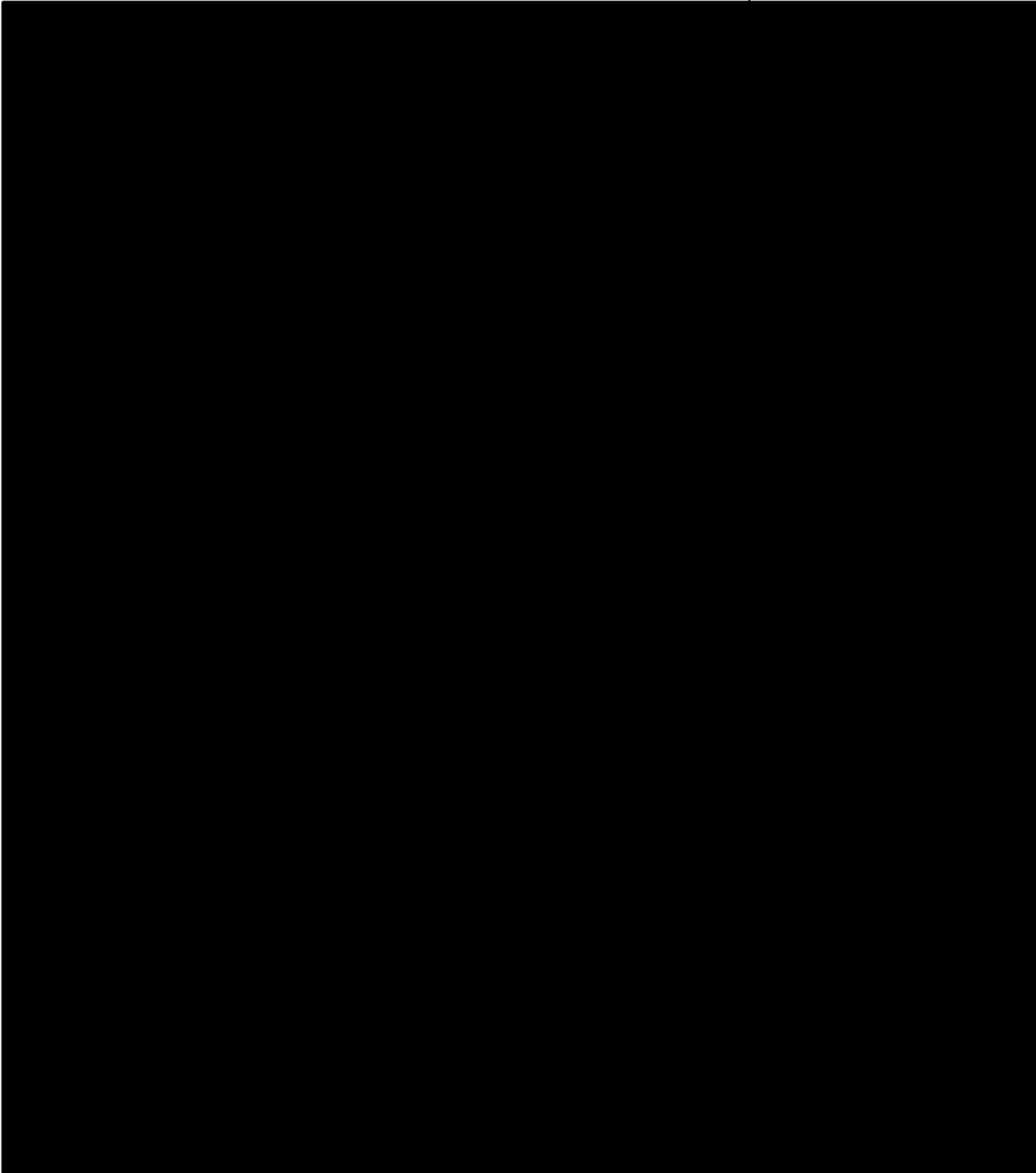


EXHIBIT F

Contract No. I-15-4241

Juneau Associates, Inc., P.C.

SCOPE OF SERVICES

EXHIBIT G

CONTRACT I-15-4241

Consultant Name: Comprehensive Juneau Associates, 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
Morrison Connector	Construction Inspection Services & Construction Staking – 1 mile roadway on new alignment	\$125,000	\$15,000	3/1/2016
Tollway IPB #22033884 (Subconsultant)	Construction Inspection Services - I-90, Roadway, Retaining Wall and Bridge Reconstruction and Widening, IL 53 (MP 68.1) to Arlington Heights Road (MP 70.7)	\$278,000	\$112,040	11/1/2016
Tollway IPB #22033885 (Subconsultant)	Construction Inspection & Surveying Services - I-90, Roadway, Retaining Wall and Bridge Reconstruction and Widening, Elgin Toll Plaza (MP 53.8) to Fox River (MP 55.7)	\$165,000	\$165,000	11/1/2016
Tollway IPB #22033889 (Subconsultant)	Construction Inspection - Roadway, Retaining Wall and Bridge Reconstruction and Widening, MP 56.8 to MP 60.8	\$303,000	\$159,717	8/1/2016
Tollway IPB #22033886 (Subconsultant)	Construction Inspection & Surveying Services - I-88 Roadway Resurfacing, UP Route 30 to US 52.	\$149,000	\$149,000	11/1/2016
Tollway IPB #22033890 (Subconsultant)	Construction Inspection Service - I-88, Roadway Resurfacing, Midway Road to IL 251	\$50,000	\$50,000	11/1/2016
Tollway Contract #RR-14-5705	Construction Management Services Upon Request	\$80,000	\$80,000	12/1/2017

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

** Additional services funds require prior authorization before use

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

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

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