

RESOLUTION NO. 21363

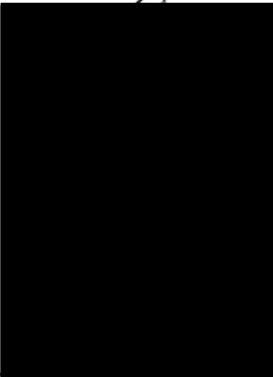
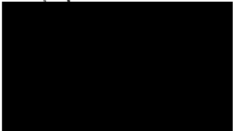
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services Upon Request, Tri-State Tollway (I-294), on Contract No. I-17-4304. A. Epstein and Sons International Inc., (dba Epstein) has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,000,000.00. 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 Engineering Officer is authorized to negotiate an agreement with A. Epstein and Sons International Inc., (dba Epstein), to obtain Design Services Upon Request, for Contract No. I-17-4304 with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman


Note: This instruction will disappear when all data is complete

PSB 17-3 SOI Project Team: Prime and Sub-Consultant REQUIRED INFORMATION

Item # 9 L-17-4304 Tri-State Tollway, Design Upon Request, Phase II Engineering Services. 1. Pedestrian Bridge; 2. Plainfield Road Bridge; 3. Demolition; 4. As Needed

Prime Consultant Information		Prime Contact Information (ONLY "1")		Diversity Information		NOTE: Provide only One (1) Person under Key Personnel		ISTHA		IDOT		OTHER				
Prime Consultant Firm Name	Prime Consultant Firm FEIN Number	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a D/M/WBE Yes / No	Does Proposal Contain Mentor Protégé Proposal Yes / No	Percentage Commitment of D/M/WBE on Project, INCLUDING PRIME, IF DBE	Percentage Commitment of VOSB on Project, INCLUDING VOSB IF VOSB	Key Personnel Project Manager (1)	Key Personnel Resident Engineer (1)	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee all Projects	Total Fee Remaining all Projects
A. Epstein and Sons International,		Thomas E. Smiles, PE	312-429-8314	tsmiles@epsteinglobal.com	No	Yes	33.00%	3.00%	Greg Osborne, PE	Victor Iniguez, PE	\$ 9,412,453	\$ 1,878,000	\$ 7,850,000	\$ 1,791,700	\$ 11,593,494	\$ 379,500
<p>Sub-Contractor Diversity Information: The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, if necessary, during negotiations. NOTE: Review Instructions Tab</p>																
Sub-Consultant Information		Sub Contact Information (ONLY "1")		Sub Role and % of Work		Achieve Diversity Goal										
For Each Sub-Consultant Enter Prime Consultant Firm Name	Sub-Consultant Firm Name	FEIN Number	Provide "1" Project Manager for Sub-Consultant	Role (brief) of Sub-Consultant	Contact Phone Number (1)	Contact Email (1)	Percentage (%) of work to be performed by Sub-Consultant	IL UCP, City of Chgo or N/A DBE	City of Chicago, Cook County or N/A WBE	City of Chicago, Cook County or N/A MBE	Yes or No SBA 8(a)	Yes or No VOSB / SDVOSB	Choose from the dropdown menu below Ethnicity	Male or Female Gender	Yes or No M/P	Intentionally Left Blank
A. Epstein and Sons	Atlas Engineering Group, LLC		Natalia Homedi, PE	Utility Coordination,	847-753-8020	nhomedi@aegroupinc.com	12.00%	IL UCP	City of Chicago	N/A	No	No	Caucasian	Female	No	
A. Epstein and Sons	Bowman Consulting Group		Matthew Letson	QA/QC Structures,	312-614-0380	mletson@bowmanng.com	3.00%	N/A	N/A	N/A	No	No	Caucasian	Male	No	
A. Epstein and Sons	d'Esposito, Inc.		Rafael Herrera, PE	Lead SD, Roadway	312-787-0707	rherrera@descoinc.com	4.00%	City of Chgo	N/A	Cook County	No	No	Hispanic	Male	No	
A. Epstein and Sons	S&S Consultants, Inc.		Ava Sassila, PhD, PE	Lead Geotechnical,	312-733-6262	asassila@s-g-consultants.com	5.00%	IL UCP	N/A	City of Chicago	No	Yes	Hispanic	Male	No	
A. Epstein and Sons	Jones Moore Construction & Engineering, LLC		Louis Jones	Roadway Support,	312-782-8970	ljones@jones-moore.com	4.00%	City of Chgo	N/A	City of Chicago	No	No	African American	Male	No	
A. Epstein and Sons	Mott MacDonald, LLC		Kevin Bollinger	Roadway Support,	312-894-5368	kbollinger@mott.com	6.00%	N/A	N/A	N/A	No	No	Caucasian	Male	No	
A. Epstein and Sons	Orion Engineers, LLC		Charles Frangos	Erosion Control, Road	(312) 544-9108	cfrangos@orionengr.com	3.00%	N/A	N/A	N/A	No	Yes	Caucasian	Male	Yes	
A. Epstein and Sons	Peralte-Clark, LLC		Jean-Alix Peralte	Lead MOT, QA/QC	847-485-8069	jean-alix.peralte@pcse.com	4.00%	N/A	N/A	N/A	No	No	African American	Male	No	
A. Epstein and Sons	SE 3, LLC		Jason Martin	Lead Barrier Warrant	630-235-7176	jmartin@se3.us	8.00%	IL UCP	N/A	N/A	No	No	African American	Male	No	

9
 Become MBE certified on 5/25/2017 and is now included in the D/M/WBE commitment per Approved Perkins Contract 7/27/2017

1-17-4304

Vendor InformationCLOSE WINDOW [Print](#)**Business & Contact Information**

Business Name Atlas Engineering Group, LTD
Owner Ms. Natalia N. Homedi, PE
Address 3100 Dundee Road
 > [Map This Address](#) Suite 502
 Northbrook, IL 60062
Phone 847-753-8023
Fax 847-753-8023
Email nhomedi@aegroupltd.com
Website <http://www.aegroupltd.com>
Ethnicity Caucasian
Gender Female
County Cook (IL)

Certification Information

Certifying Agency State of Illinois Central Management Services
Certification Type WBE - Women Business Enterprise
Renewal Date 3/2/2018
Expiration Date 3/2/2018
Certified Business Description Engineering Services, Professional, Surveyor Services, Land, Construction Management Services,

Commodity Codes

Code	Description
NIGP 925	Engineering Services, Professional
NIGP 92586	Surveyor Services, Land
NIGP 95826	Construction Management Services

Additional Information

Region Metro Chicago
Reciprocal Certification Agency City of Chicago

1-17-4304

Vendor InformationCLOSE WINDOW [Print](#)**Business & Contact Information**

Business Name **d'Escoto, Inc.**
 Owner **Mr. Federico J. d'Escoto**
 Address **420 N. Wabash**
 > [Map This Address](#) **Suite 200**
Chicago, IL 60611
 Phone **312-787-0707**
 Fax **312-787-7322**
 Email **FDESCOTO@DESCOTOINC.COM**
 Website **<http://www.descotoinc.com>**
 Ethnicity **Hispanic**
 Gender **Male**
 County **Cook (IL)**

Certification Information

Certifying Agency **State of Illinois Central Management Services**
 Certification Type **MBE - Minority Business Enterprise**
 Renewal Date **10/4/2018**
 Expiration Date **10/4/2018**
 Certified Business Description **Engineering Services, Professional,
 Architectural Services, Professional,
 Drafting Services,
 Consulting Services**

Commodity Codes

Code	Description
NIGP 906	Architectural Services, Professional
NIGP 90738	Drafting Services
NIGP 918	Consulting Services
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL

Additional Information

Region **Metro Chicago**

1-17-4304

Vendor Information

CLOSE WINDOW

[Print](#)**Business & Contact Information**

Business Name **GSG Consultants, Inc.**
 Owner **Mr. Guillermo Garcia**
 Address **855 West Adams Street**
 > [Map This Address](#) **Suite 200**
Chicago, IL 60607-3019
 Phone **312-733-6262**
 Fax **312-733-5612**
 Email **ggarcia@gsg-consultants.com**
 Website **<http://www.gsg-consultants.com>**
 Ethnicity **Hispanic**
 Gender **Male**
 County **Cook (IL)**

Certification Information

Certifying Agency **State of Illinois Central Management Services**
 Certification Type **MBE - Minority Business Enterprise**
 Renewal Date **3/10/2018**
 Expiration Date **3/10/2018**
 Certified Business Description **Site Work**
CONSULTING SERVICES
Environmental Consulting
ENGINEERING SERVICES, PROFESSIONAL
Safety Services, Environmental

Commodity Codes

Code	Description
NIGP 90976	Site Work
NIGP 91800	CONSULTING SERVICES
NIGP 91843	Environmental Consulting
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 92682	Safety Services, Environmental

Additional Information

Region **Metro Chicago**
 Reciprocal Certification Agency **Metra**

1-17-4304

Vendor Information

CLOSE WINDOW

[Print](#)**Business & Contact Information**

Business Name **Jones Moore Construction & Consulting LLC**

Owner **Mr. Louis Jones**

Address **180 North Michigan Avenue**
> [Map This Address](#) **Suite #2407**
Chicago, IL 60601

Phone **312-782-8970**

Fax **312-782-8990**

Email **shilu@jones-moore.com**

Ethnicity **African American**

Gender **Male**

County **Cook (IL)**

Certification Information

Certifying Agency **State of Illinois Central Management Services**

Certification Type **MBE - Minority Business Enterprise**

Renewal Date **8/15/2018**

Expiration Date **8/15/2018**

Certified Business Description **Architect Services, Professional, (Not Otherwise Classified), Including Consulting**
Buildings - Architectural Design
Drafting Services
Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting
Computer Aided Design Services

Commodity Codes

Code	Description
NIGP 90607	Architect Services, Professional, (Not Otherwise Classified), Including Consulting
NIGP 90610	Buildings - Architectural Design
NIGP 90738	Drafting Services
NIGP 90740	Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting
NIGP 92018	Computer Aided Design Services

Additional Information

Region **Metro Chicago**

1-17-4304

Vendor InformationCLOSE WINDOW  HELP**Vendor Information**

Business Name **Peralte-Clark, LLC**

Owner **Mr. Jean-Alix Peralte**

Address **1601 W. Colonial Parkway**
 Inverness, IL 60067
 > [Map This Address](#)

Phone **847-485-8069**

Fax **847-485-8069**

Email **jean-alix.peralte@peralte-clark.com**

Website **<http://www.peralte-clark.com>**

Certification Information

Certifying Agency **Cook County**

Certification Type **MBE - Minority Business Enterprise**

Certification Date **5/25/2017**

Renewal Date **5/25/2018**

Expiration Date **5/25/2022**

Certified Business Description **Professional Services: Professional Engineering Services, Civil Engineering**

Commodity Codes

Code	Description
NAICS 541330	Civil engineering services
NAICS 541330	Engineering services

Customer Support[Print This Page](#)

Copyright © 2017 B2Gnow. All rights reserved.

1-17-4304

Unified Certification Program - Search

[Contractor Details](#)
[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)
[Print](#)
SE3, LLC
Email: vstewart@se3.us

Vernal Stewart

Phone: 630-641-9900

230 SW Main St. Ste. 213

Fax: 708-469-2566

Lee's Summit, MO

64063-0000

County: Jackson

Categories: Architecture\Engineering, Professional

NAICS
Speciality

541330-Engineering services

541330 - Freeways, Roads and Streets, Traffic Signals,

541512-Computer

Studies: Traffic and Safety,

Systems Design Services

Reconstruction/Major

541611-Administrative

Rehabilitation, Rehabilitation

Management and General

and Construction Inspection

Management Consulting

541611 - Program

Services

Management, Program

Controls

541512 - Systems

Design/Deployment

© 2017 Illinois Department of Transportation

Version: 1.1.27.5458

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: Tri-State Tollway, Design Upon Request Phase II Engineering Services Project/Solicitation Number: 17-3 Item 91-17-4304

Name of Prime Vendor: A. Epstein and Sons International, Inc. VOSB Compliance Contact: Greg Osborne

Address: 600 West Fulton Street

City: Chicago State: Illinois Zip Code: 60661

Telephone: 312-429-8272 Fax: 312-559-1217 Email: gosborne@epsteinglobal.com

Name of Certified VOSB Vendor: Orion Engineers LLC.

Address: 220 North Green Street VOSB Compliance Contact: Charles Frangos

City: Chicago State: Illinois Zip Code: 60607

Telephone: 312-554-9108 Fax: _____ Email: cfrangos@orionengineersllc.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: TBD

Proposed 3.00 % 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:

Erosion Control, Roadway Support

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):



Signature

Print Name: Greg Osborne

Title: Vice President/ Director of Civil Engineering

Date: 5/3/2017

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



Signature

Print Name: Charles Frangos

Title: President

Date: 5/2/2017

1-17-4304

Vendor InformationCLOSE WINDOW [Print](#)**Business & Contact Information**

Business Name **Orion Engineers, LLC**
 Owner **MR. CHARLES FRANGOS**
 Address **220 N Green Street**
 > [Map This Address](#) **Chicago, IL 60607**
 Phone **312-544-9108**
 Fax **312-544-9108**
 Email **cfrangos@orionengineersllc.com**
 Website **<http://www.orionengineersllc.com>**
 Ethnicity **Caucasian**
 Gender **Male**
 County **Cook (IL)**

Certification Information

Certifying Agency **State of Illinois Central Management Services**
 Certification Type **VOSB - Veteran Owned Small Business**
 Renewal Date **7/16/2018**
 Expiration Date **7/16/2020**
 Certified Business Description **Civil Engineering,
 General Construction: Management, Scheduling, Cost Estimation
 - Engineering,
 Highways, Streets, Airport Pay-Parking Lots - Engineering,
 Land Development and Planning/Engineering,
 Municipal Engineering,
 Traffic and Transportation Engineering,
 Erosion Control Services**

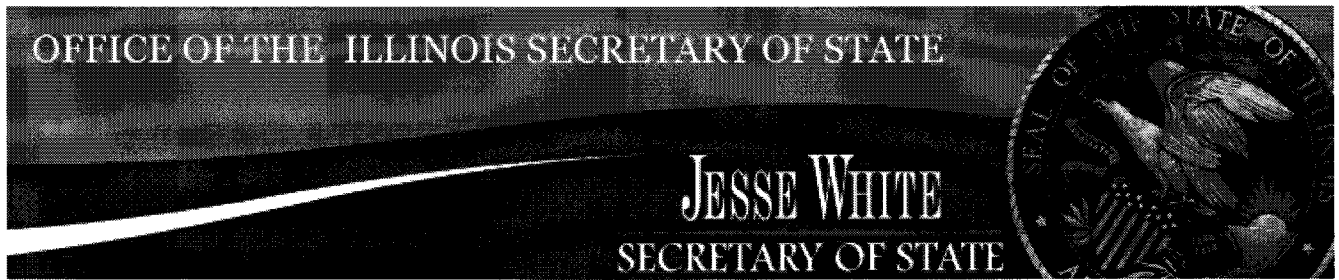
Commodity Codes

Code	Description
NIGP 92517	Civil Engineering
NIGP 92544	General Construction: Management, Scheduling, Cost Estimation - Engineering
NIGP 92549	Highways, Streets, Airport Pay-Parking Lots - Engineering
NIGP 92561	Land Development and Planning/Engineering
NIGP 92570	Municipal Engineering
NIGP 92593	Traffic and Transportation Engineering
NIGP 98814	Erosion Control Services

Additional Information

Region **Metro Chicago**

1-17-4304



CORPORATION FILE DETAIL REPORT

File Number	53678491		
Entity Name	A. EPSTEIN AND SONS INTERNATIONAL, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	12/14/1984	State	ILLINOIS
Agent Name	COGENCY GLOBAL INC.	Agent Change Date	07/12/2017
Agent Street Address	600 SOUTH SECOND ST, SUITE 404	President Name & Address	MICHAEL DAMORE 600 W FULTON ST CHICAGO 60661
Agent City	SPRINGFIELD	Secretary Name & Address	JAMES JIRSA 600 W FULTON ST CHICAGO 60661
Agent Zip	62704	Duration Date	PERPETUAL
Annual Report Filing Date	12/01/2016	For Year	2016
Assumed Name	ACTIVE - EPSTEIN		
Old Corp Name	06/01/1987 - THE A. EPSTEIN COMPANIES, INC.		

[Return to the Search Screen](#)
[Select Certificate of Good Standing for Purchase](#)

(One Certificate per Transaction)

OTHER SERVICES

[File Annual Report](#)
[Adopting Assumed Name](#)
[Articles of Amendment Effecting A Name Change](#)
[Change of Registered Agent and/or Registered Office Address](#)
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:38 09/19/17

ACTION: S

A. Epstein and Sons International, Inc

VENDOR NUMBER= ***** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/19/17 AT 07:38 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

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:38 09/19/17

ACTION: S

Atlas Engineering Group, Ltd.

VENDOR NUMBER= *** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/19/17 AT 07:38 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

1-17-4304

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:39 09/19/17

ACTION: S

Bowman Consulting Group, Ltd.

VENDOR NUMBER= *** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/19/17 AT 07:39 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

1-17-4304

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:39 09/19/17

ACTION: S

d'Escoto, Inc.

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/19/17 AT 07:39 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:39 09/19/17

ACTION: S

GSG Consultants, Inc.

VENDOR NUMBER= *****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/19/17 AT 07:39 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:39 09/19/17

ACTION: S

Jones Moore Construction & Consulting LLC

VENDOR NUMBER= *****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/19/17 AT 07:39 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:39 09/19/17

ACTION: S

Mott MacDonald LLC

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/19/17 AT 07:39 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

1-17-4304

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:40 09/19/17

ACTION: S

Orion Engineers, LLC

VENDOR NUMBER= ***** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/19/17 AT 07:40 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

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:40 09/19/17

ACTION: S

Peralte - Clark, LLC

VENDOR NUMBER= *** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/19/17 AT 07:40 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

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:40 09/19/17

ACTION: S

SE3, LLC

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/19/17 AT 07:40 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

EXHIBIT E - VOSB

PARTNERING FOR GROWTH PROGRAM

FOR

VETERAN AND SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (VOSBs)

PSB: 17-3 ITEM: 4,9

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A	THE PROTÉGÉ:	FIRM NAME ADDRESS
Greg Osborne	A. Epstein and Sons International, Inc. 600 W. Fulton St. Chicago, IL	N	Charles Frangos	Orion Engineers, LLC 220 N. Green St. Chicago, IL

Note: The Partnering for Growth Program was formerly known as the Partnership-Mentor/Protégé Program.

Note: The VOSB goal is separate and distinct from the DBE goal. A single firm may not be utilized to achieve credit toward both VOSB and DBE 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 Partnering for Growth Agreement in accordance with the current guidelines of the Tollway's Partnering for Growth (formerly known as Partnership Mentor/Protégé) Program for VOSBs. The purpose of the Program is to facilitate the Tollway's professional services 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) 3 %

Scope:

- Work not applicable to prequalification category(ies) %

Scope:

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

8-8-17 LR.
8/8/17 [Signature]

2. In area(s) not being mentored:

- Work the Protégé will self-perform

___%

Note: Protégé participation in this area is optional

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

3%

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

Orion is interested in obtaining an increase in backlog of work to justify hiring additional full time professionals. The intent of this relationship is to give Orion the opportunity to lead work within their core business and continue to grow in Phase II Freeway design. Orion will have staff work out of Epstein's office alongside other team members learning from them. Orion, as a firm, can then use the experience gained from this project to take the lead on freeway design for future projects.

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

The Mentor will assign tasks related to roadway geometry such as vertical and horizontal alignment, cross sections, typical sections, discipline coordination, utility coordination, barrier warrant analysis and plan production. The Mentor will also share our Project Management system, tools, reports, and templates with Orion.

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

I-12-4039

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

Areas of Assistance:

Freeways Prequalification, Marketing and QA/QC Best Practices

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 relationship on a Tollway project completed within the last five years? 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>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

C. Is the VOSB firm currently participating in a Mentor/Protégé relationship 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>
I-15-4659	\$65,000	Wight & Co.	Construction Inspection
RR-16-4250	\$300,000	H.W. Lochner	Tollway Business Procedures
RR-16-4255	\$46,300	Primera	Barrier Warrant Analysis

D. Has the VOSB firm participated in a Mentor/Protégé relationship 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.

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 Partnering for Growth Agreement for VOSBs will be prepared in accordance with the current guidelines of the Tollway's Partnering for Growth 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)

5/4/2017

(Date)



SIGNATURE (Protégé Representative)

5/2/17

(Date)

Exhibit A – Proposed Staff PSB 17-3 Item 9

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 1–15, 17–27 & 30–33)			
Name:	Greg Osborne, PE		
Firm:	A. Epstein and Sons International, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-057747		
Year Registered:	2004	State:	IL
Office Address:	600 West Fulton Street		
City:	Chicago	State:	IL

Project Manager (Item 29)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer, Experience: Infrastructure/Pavement		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

✓ Project Engineer (Items 1–15 & 30–33)			
Name:	Victor Iniguez, PE		
Firm:	A. Epstein and Sons International, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	IL 062-064643		
Year Registered:	2012	State:	IL
Office Address:	600 West Fulton Street		
City:	Chicago	State:	IL

✓ Roadway Engineer (Items 1–9, 14, 15, 23, 30–33)			
Name:	John Karlovitz, PE		
Firm:	A. Epstein and Sons International, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-046563		
Year Registered:	1991	State:	IL
Office Address:	062-046563		
City:	Chicago	State:	IL

✓ Structural Engineer (Items 1–11, 23, 30–33)			
Name:	Tim Gall, PE, SE		
Firm:	A. Epstein and Sons International, Inc.		
Category:	IL Licensed Structural Engineer		
License #:	PE 062-058313, SE 081-006644		
Year Registered:	2005,2008	State:	IL
Office Address:	600 West Fulton Street		
City:	Chicago	State:	IL

✓ Roadway QC/QA (Items 1–15 & 31–33)			
Name:	Jean-Alix Peralte, PE, PTOE		
Firm:	Peralte-Clark, LLC		
Category:	IL Licensed Professional Engineer		
License #:	062-049189		
Year Registered:	1994	State:	IL
Office Address:	1601 West Colonial Parkway		
City:	Inverness	State:	IL

✓ Structures QC/QA (Items 1–15 & 31–33)			
Name:	Arthur Nowak, SE		
Firm:	Bowman Consulting Group, Ltd.		
Category:	IL Licensed Structural Engineer		
License #:	081005894		
Year Registered:	2002	State:	IL
Office Address:	440 S. LaSalle St.		
City:	Chicago	State:	IL

Electrical Engineer (Items 12 & 13)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

DESIGN UPON REQUEST
DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the **28th** day of **September, 2017**, 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 **A. EPSTEIN AND SONS INTERNATIONAL, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **September 5, 2017**, to provide design section engineering services for Contract No. **I-17-4304** for **Tri-State Tollway Design Upon Request, 95th Street (Mile Post 17.8) to Balmoral Avenue (Mile Post 40)**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 17-3, Item 9**, staffed with professional licensed engineers, experienced and able to perform the engineering design 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 DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **I-17-4304** for **Tri-State Tollway Design Upon Request, 95th Street (Mile Post 17.8) to Balmoral Avenue (Mile Post 40)** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **September 5, 2017**, 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 DESIGN SECTION ENGINEER shall be performed according to professional standards and in accordance with the Design Section Engineer's Manual for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

C. The DESIGN SECTION ENGINEER 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 Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or September 29, 2017** and ending **September 28, 2027**, in accordance with the schedule included in the attached proposal.

Notwithstanding anything in this Agreement, the DESIGN SECTION ENGINEER, including the DESIGN SECTION ENGINEER'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 DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as shown in Exhibit "1") with an upper limit of compensation of **Five Million Dollars and No Cents (\$5,000,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall 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 XIX.

ARTICLE IV

Scope of the Service – "Upon Request" Contracts

The DESIGN SECTION ENGINEER understands that this is an "assignment(s) upon request" contract wherein the DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER shall perform the task for not more than the total proposed task fee as authorized by the TOLLWAY. In no event will the DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER and subsequently approved in writing by the Chief Engineering Officer, will any additional fees be approved. The total compensation for the entirety of all task assignments shall not be in excess of **Five Million Dollars and No Cents (\$5,000,000.00)** being the amount set as the Upper Limit of Compensation for this Contract.

ARTICLE V

Compliance with State and Other Laws

The DESIGN SECTION ENGINEER specifically agrees that in the performance of the services herein enumerated, the DESIGN SECTION ENGINEER, its associates, subcontractors, agents and employees will comply with all applicable 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. **A. Epstein and Sons International, Inc.** consents to the exclusive jurisdiction and venue of the courts located in DuPage County, State of Illinois.

Confidentiality

DESIGN SECTION ENGINEER, 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 DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER'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 DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER'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 DESIGN SECTION ENGINEER without the use or benefit of the TOLLWAY's confidential information.

ARTICLE VI

Responsibility for Injuries and Damages

The DESIGN SECTION ENGINEER shall be responsible for all injuries to persons and damages to property due to the activities of the DESIGN SECTION ENGINEER, 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 work, both temporary and permanent, relating to the performance of any services under this Agreement or in connection therewith. It is expressly understood that the DESIGN SECTION ENGINEER shall indemnify and save harmless the TOLLWAY, its Directors and employees from claims, suits, actions, damages, costs and fees arising from, growing out of an error, omission, intentional, willful, wanton or negligent act(s) of the DESIGN SECTION ENGINEER 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 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 DESIGN SECTION ENGINEER is an independent contractor and as such is solely responsible for all of its activities hereunder.

ARTICLE VII

Insurance

The DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER, 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 DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER'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 DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER. 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 DESIGN SECTION ENGINEER 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 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 DESIGN SECTION ENGINEER 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 work during the preparation of the plans shall be available to the TOLLWAY and such other agencies as may be approved by the TOLLWAY. 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 DESIGN SECTION ENGINEER reuse any plans, it agrees to indemnify 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 DESIGN SECTION ENGINEER to abide by the terms and conditions set forth in this paragraph.

ARTICLE IX

Financial Statement

The DESIGN SECTION ENGINEER shall, within ten (10) days after requested by the TOLLWAY, furnish the TOLLWAY with a current statement of the financial condition of the DESIGN SECTION ENGINEER and any other financial information requested by the TOLLWAY.

ARTICLE X

Successors and Assigns

The TOLLWAY and DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

ARTICLE XI

Subcontractors

The DESIGN SECTION ENGINEER shall not subcontract or assign services to be performed under this Agreement without prior written approval of the TOLLWAY, except that the DESIGN SECTION ENGINEER 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, from time to time, suspend and halt the services of DESIGN SECTION ENGINEER 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 such suspension not occasioned by violation of the Agreement by the DESIGN SECTION ENGINEER, the DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER. Upon termination and within ten (10) days of said termination, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report, in form satisfactory to the Chief Engineering Officer of the TOLLWAY, including information as to all the services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineering Officer of the TOLLWAY. The TOLLWAY will review the Progress Report and services and determine the percentage of the work required to be performed under this Agreement that has been completed by the DESIGN SECTION ENGINEER. In case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineering Officer shall be final. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall, additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to date of termination in accordance with the requirements of the Design Section Engineer's Manual in effect at the date of contract execution, and as revised thereafter.

In the event the Chief Engineering Officer of the TOLLWAY requires additional services to be performed by the DESIGN SECTION ENGINEER to complete certain elements of the engineering services, the DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER.

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

- a. Actual payroll cost for services 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 services after the effective date of termination as directed to be performed by the Chief Engineering Officer of the TOLLWAY;
- d. Actual reimbursable direct expenses incurred for any wind-up services after the effective date of termination as directed to be performed by the Chief Engineering Officer of the TOLLWAY;

B. Termination for Cause

1. In the event the DESIGN SECTION ENGINEER fails to meet any of its contractual obligations, as set forth in this Agreement including the proposal, then the TOLLWAY, at its option, may consider the Agreement as canceled effective upon the delivery of written Notice of Termination for Cause to the DESIGN SECTION ENGINEER, and the DESIGN SECTION ENGINEER shall have no further claims or rights against the TOLLWAY except as set forth herein. The TOLLWAY 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, or secure services from any other available source and any difference in cost shall be charged back to the DESIGN SECTION ENGINEER, or at the option of the TOLLWAY the DESIGN SECTION ENGINEER shall 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 DESIGN SECTION ENGINEER, if any. In addition to any difference in cost for services incurred by the TOLLWAY, the DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER 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. The conditions for termination for cause are as follows:
 - a. If DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER shall be appointed;
 - c. If DESIGN SECTION ENGINEER shall fail to perform the scope of services, or any part thereof, with the diligence necessary to maintain its 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 DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER shall prepare a detailed Progress Report in a form satisfactory to the Chief Engineering Officer of the TOLLWAY, including information as to all services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineering Officer 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 DESIGN SECTION ENGINEER. In the case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineering Officer shall be final. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to the date of termination in accordance with the requirements of the Design Section Engineer's Manual in effect at the date of contract execution, and as revised thereafter.

4. The total compensation due to the DESIGN SECTION ENGINEER in the event of Termination for Cause shall be the following, less all previous payments to the DESIGN SECTION ENGINEER, and any credits or set-offs due to the TOLLWAY:

- a. Actual payroll cost for services 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. 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 DESIGN SECTION ENGINEER 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

Record Retention and Audit

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

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

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

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

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

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

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

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

ARTICLE XVI

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 DESIGN SECTION ENGINEER at **A. Epstein and Sons International, Inc., 600 W. Fulton, Suite 900, Chicago, Illinois 60661**, or to the Chief Engineering Officer 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 XVII

Quality Assurance and Quality Control (QA/QC) Plan

The DESIGN SECTION ENGINEER'S QA/QC PLAN for this PROJECT must be presented by the DESIGN SECTION ENGINEER fourteen (14) days after receiving the signed contract. After acceptance by the TOLLWAY, the DESIGN SECTION ENGINEER 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 milestone submittal (preliminary plans, draft reports, soil report, drainage study, etc.).

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

ARTICLE XVIII

Miscellaneous

This Agreement, when executed by the DESIGN SECTION ENGINEER, shall be an offer by the DESIGN SECTION ENGINEER to the TOLLWAY and shall not be construed as an offer by the TOLLWAY to the DESIGN SECTION ENGINEER. 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

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review. Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of

these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

ARTICLE XX

Engineer Selection Process

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-17-4304 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

A. EPSTEIN AND SONS
INTERNATIONAL, INC.




Signature Date
Robert Schillerstrom/Greg Bedalov



President Signature Date
Vice President
9-13-17

Greg Osborne
Printed Name as Signed Above

APPROVED:



Chief Financial Officer - Signature Date
Michael Colsch
10-19-17

APPROVED:

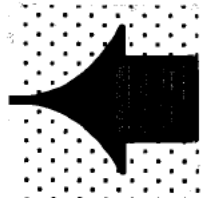
Anna


General Counsel - Signature Date
Elizabeth Oplawski
10/17/17

Approved as to Form and Constitutionality



Attorney General, State of Illinois - Robert Lane - Signature Date
10-16-2017



DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER I-17-4304

This proposal, dated September 5, 2017, is submitted by A. Epstein and Sons International, Inc. of Chicago, Illinois for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract Design Upon Request for which we propose to provide Design Section Engineering Services is Tri-State Tollway, Design Upon Request, 95th Street (M.P. 17.8) to Balmoral Avenue (M.P. 40.0), in Cook and DuPage County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 17-3, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, dated March 2016 (and as revised), and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

RESPONSIBILITY

The DESIGN SECTION ENGINEER acknowledges the fact that neither interim nor final reviews by the TOLLWAY or its Consulting Engineer relieve the DESIGN SECTION ENGINEER of its responsibility for the accuracy and adequacy of the contract documents for this project.

FEE PROPOSAL

The DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER, 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 DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER 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 Engineering Officer 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 DESIGN SECTION ENGINEER 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. The DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER understands that the contract is between the TOLLWAY and the DESIGN SECTION ENGINEER. The DESIGN SECTION ENGINEER is responsible for monitoring and managing the work and budget of all subcontractors.

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 Design Engineering Services. The authorization for the use of the Additional Services Funds must be in writing from the Chief Engineering Officer of the TOLLWAY.

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 5,000,000.00 (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 Engineering Services for all items of work included in the Scope of Design Section Engineering 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 DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

REVISIONS TO THE SCOPE OF WORK - If at any time during the execution of the work the DESIGN SECTION ENGINEER feels that he/she is being directed to perform services not included in the Scope Of Work, he/she will give immediate written notice to the Chief Engineering Officer of the TOLLWAY requesting a change in the Scope Of Work. This notification shall include the following:

- A. Definition of the revision to the scope.
- B. Documentation of the facts leading to or requiring the revision to the Scope of Work.
- C. Scheduling impact.
- D. Construction cost impact.
- E. Design fee impact including:
 1. Labor
 2. Direct Cost
 3. Other

The Chief Engineering Officer of the TOLLWAY shall review and respond to the notification in a timely manner.

The DESIGN SECTION ENGINEER shall not proceed with any of the items of work which he/she believes are not included in the Scope Of Work until he/she submits the above notification and receives the written Authorization To Proceed from the Chief Engineering Officer of the TOLLWAY. If additional funds are required for the supplemental work, this Authorization to Proceed must receive the required TOLLWAY approvals authorizing the funds for the supplemental work.

PROGRESS REPORTS - The DESIGN SECTION ENGINEER will submit monthly progress and staffing reports including a narrative report and providing a brief discussion of the status of the design. These reports must be submitted with the invoice covering the same period, and must be received by the TOLLWAY within 20 calendar days following the reporting period.

PROJECT STATUS EVALUATION - It will be the DESIGN SECTION ENGINEER's responsibility, when the total monies due the DESIGN SECTION ENGINEER approach 50% of the Total Contract Fee, to review the work accomplished and the work remaining, as well as the project schedule. The DESIGN SECTION ENGINEER shall then furnish the Chief Engineering Officer of the TOLLWAY with a written copy of his evaluation. If the project progress is determined to be unsatisfactory by the TOLLWAY, the DESIGN SECTION ENGINEER may be required to do the same review prior to the point in time that the costs incurred reach 70% and 90% of the Total Contract Amount.

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 DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER further agrees to assign employees to this project in a manner which will minimize engineering design expenses to the TOLLWAY.

CURRENT WORK LOAD - Attached hereto is Exhibit G, a Statement of Active and Pending Transportation Related Projects.

TERMS AND CONDITIONS - This document hereby incorporates by reference the "Contract" attached hereto and made a part hereof. The DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER shall provide a copy of a 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 DESIGN SECTION ENGINEER 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 Agreement. 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 DESIGN SECTION ENGINEER at the start of the project. The invoice cutoff date will coincide with the Monthly Progress Report. All payroll documentation and costs relating to this project will be available for audit by the TOLLWAY upon request.

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

Officer for an alternative INVOICE submission date. DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER shall maintain in the State of Illinois, for a minimum of five years from the latter of the date of completion of the CONTRACT or the date of final payment under the CONTRACT, adequate books, records, and supporting documents from an accounting system maintained in accordance with generally accepted accounting principles to verify the amounts, recipients, uses and methods of all disbursements of funds passing in conjunction with the CONTRACT. The five year record maintenance period shall be extended for the duration of any audit in progress at the time of that period's expiration. The DESIGN SECTION ENGINEER shall at its own expense make such records available in a timely manner for inspection and audit (including copies and extracts of records) as required by the Auditor General and other State Auditors, Chief Procurement Officer, the Illinois Department of Transportation, and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents at all reasonable times and without prior notice. For purposes of this section, "timeliness" will be considered production within the time period specified by the Auditor General and other State Auditors, Chief Procurement Officer, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, but no later than thirty days after a request for records being made unless otherwise agreed to by the parties. The DESIGN SECTION ENGINEER agrees to cooperate fully with any audit conducted by the Auditor General and other State Auditors, Chief Procurement Officer, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, and to provide full access to all relevant materials. The auditors reserve the right to enter the DESIGN SECTION ENGINEER's place of business in order to audit the records. If they are not produced in a timely manner by the DESIGN SECTION ENGINEER, then the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

Any audit adjustment will be submitted on a final invoice for any underpayment or overpayment to the DESIGN SECTION ENGINEER or its subcontractors. The DESIGN SECTION ENGINEER shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the DESIGN

SECTION ENGINEER, whether those funds are due under this contract or other contracts to which the DESIGN SECTION ENGINEER is a party either directly with the TOLLWAY or as a subcontractor. In the event the DESIGN SECTION ENGINEER fails or refuses to reimburse the TOLLWAY for an overpayment, the DESIGN SECTION ENGINEER shall be responsible for all costs, including attorney fees, incurred by the TOLLWAY to collect such overpayment.

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

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

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

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT I-17-4304

SUBMITTED BY:

FIRM NAME: A. Epstein and Sons International, Inc.

ADDRESS: 600 W. Fulton, Suite 900

**CITY, STATE &
ZIP CODE:** Chicago, IL 60661

TELEPHONE: 312-454-9100

FACSIMILE: 312-559-1217

SIGNED BY: 

PRINTED NAME: Greg Osborne

TITLE: Vice President, Director of Civil Engineering



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-17-4304

CONTRACTOR/CONSULTANT NAME: A. Epstein and Sons International, Inc.

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 **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.
- 1.2 **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.
- 1.3 **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>).
- 1.4 **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.
- 1.5 **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 December 31 of any year must be submitted to the State no later than February 28 of the following 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.
 - 1.5.1 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.
 - 1.5.2 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. **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 five 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 five years from the later of final payment under the term or completion of the subcontract. 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, the Tollway Inspector General, 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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.

9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, 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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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>.
15. **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.
16. **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.
17. **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.

18. **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.
19. **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.
20. **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.
21. **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.
22. **WARRANTIES FOR SUPPLIES AND SERVICES:**
- 22.1 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.
- 22.2 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.
- 22.3 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.
23. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 23.2 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.

24. **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.

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **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.

25.1.2 **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.

25.1.3 **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.

25.1.4 **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.

25.1.5 **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.

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

25.2 **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 Illinois Tollway Standard Business Terms and Conditions Page 5

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.

25.3 VENDOR SUPPLEMENTAL PROVISIONS


Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

A. Epstein and Sons International, Inc. 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."
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

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

Agreed: A. Epstein and Sons International, Inc.	Agreed:
By: Greg Osborne	By:
Signed: 	Signed:
Position: Vice President, Director of Civil Engineering	Position:
Date: August 4, 2017	Date:



Sub-Contractor/Consultant Information/Delinquent Debt Review
Contractor/Consultant
Sub-Contractor/Consultant
FEIN

Date: August 4, 2017

Project Number: PSB 17-3, Item 9 Contract No. I-17-4304

Project Name: Tri State Tollway, Design Upon Request Phase II Engineering Services
 1. Pedestrian Bridge; 2. Plainfield Road Bridge; 3. Demolition; 4. As Needed.

DELINQUENT DEBT REVIEW
CONTRACTOR/CONSULTANT

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, regardless of the subcontract value, the names, addresses and type of work all Sub-Contractors/Consultants that will be utilized in the performance of this Contract, together with the anticipated dollar value (Sub-Contractors) or percentage (Sub-Consultants) each is expected to receive pursuant to this Contract. The list of sub-contractors/consultants should include but not be limited to sub-contractors/consultants, suppliers and truckers proposed to achieve disadvantaged business enterprise and veteran owned business goals. The State may request updated information at any time. For purposes of this section Sub-Contractors/Consultants are those specifically hired to perform part of the work of this contract. Non-DBE suppliers and truckers do not need to be included.

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: A. Epstein and Sons International, Inc.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: gosborne@epsteinglobal.com

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

NOTE for Construction Contracts: List all known subcontractors including those identified in the Bid Package on DBE Form 2025 and VOSB Form 2025, and include any name listed in the "Under Contract To" section of these forms.

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
Atlas Engineering Group	[REDACTED]	3100 Dundee Road, Suite 502 Northbrook, IL 60062	Utility Coordination, Survey, QA/QC Drainage, Roadway Support, Drainage Support, Structure Support	\$600,000.00
Bowman Consulting Group	[REDACTED]	440 South LaSalle Street, Suite 3000A, Chicago, IL 60605	QA/QC Structures, Structure Support	\$150,000.00
d'Escoto, Inc.	[REDACTED]	420 North Wabash Suite 200 Chicago, IL 60611	Lead 3D, Roadway Support	\$200,000.00

GSG Consultants, Inc.	[REDACTED]	855 W. Adams Street, Suite 200 Chicago, IL 60607	Lead Geotechnical, Drainage Support	\$250,000.00
Jones Moore Construction & Consulting, LLC	[REDACTED]	180 North Michigan Avenue Suite 2407 Chicago, IL 60601	Roadway Support, Constructability Review	\$200,000.00
Mott MacDonald, LLC	[REDACTED]	10 South LaSalle Street Suite 2520 Chicago IL 60603	Roadway Support, Structure Support	\$150,000.00
Orion Engineers, LLC	[REDACTED]	220 North Green Street Chicago, IL 60607	Erosion Control, Roadway Support	\$150,000.00
Peralte-Clark, LLC	[REDACTED]	1601 West Colonial Parkway Inverness, Illinois 60067	Lead MOT, QA/QC Roadway	\$200,000.00
SE3, LLC	[REDACTED]	3041 Woodcreek Drive Downers Grove, IL 60515	Lead Barrier Warrant, Lead ITS, Roadway Support	\$400,000.00

Signature: _____

[REDACTED SIGNATURE]

Date: 8/4/2017

Printed Name: Greg Osborne

**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: A. Epstein and Sons International, Inc.

Taxpayer Identification Number:

Social Security Number:

or

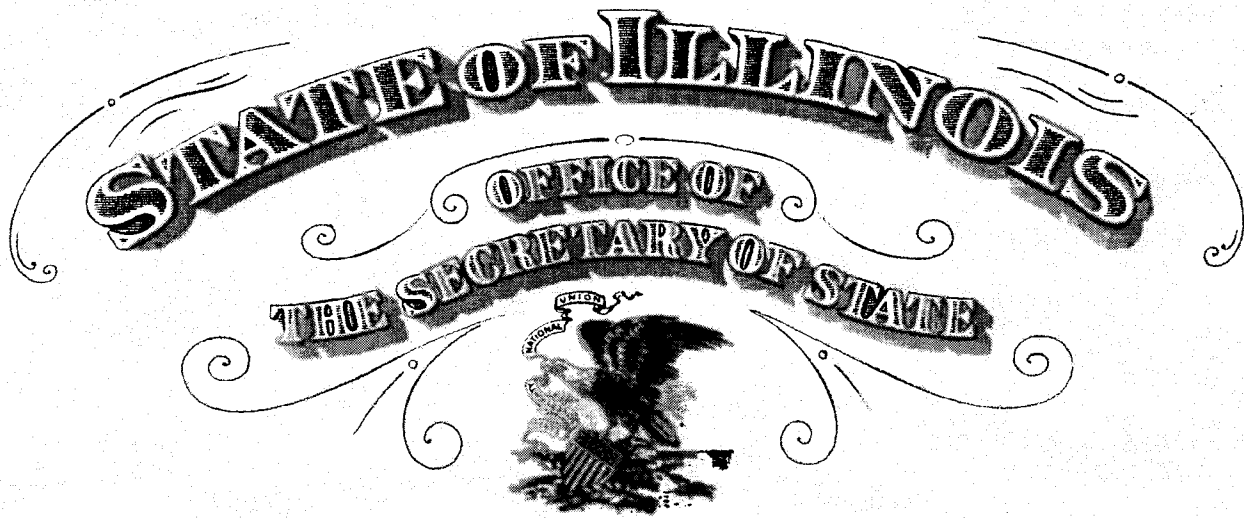
Employer Identification Number: 

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

Signature of Authorized Representative: 

Date: August 1, 2017



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

A. EPSTEIN AND SONS INTERNATIONAL, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 14, 1984, 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.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of FEBRUARY A.D. 2017 .

Jesse White

SECRETARY OF STATE

Authentication #: 1703802456 verifiable until 02/07/2018

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

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 11010

A. Epstein and Sons International, Inc.

600 West Fulton

Chicago IL 60661

Information for this business last updated on:

Thursday, July 20, 2017

Certificate produced on Thursday, July 20, 2017 at 8:36 AM





Vendor Registration: View Form

- General
- Public Profile
- Users
- Commodity Codes
- Contacts & Owners
- Comments
- Reviews
- Certifications
- Site Visits
- Registrations

A EPSTEIN & SONS INT'L INC., DBA Epstein

System Vendor Number: 20092317

Return to Main Form

Vendor Registration	
FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	6/15/2017
STATUS	Accepted
BUSINESS NAME	A EPSTEIN & SONS INT'L INC. DBA Epstein
POINT OF CONTACT	Noel Abbott
FLAG FORM	Add Flag

A. Business Information	
1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor PB
2. NAME OF CEO/BUSINESS OWNER	Michael Damore, AIA PB
3. ANNUAL SALES/GROSS RECEIPTS	189,000,000.00 PB
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	07/15/1921 PB
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide. PB
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Noel Abbott PB
CONTACT PERSON TITLE	Vice President, Director of Marketing & Public Relations
CONTACT PERSON PHONE	(312) 429-8048
CONTACT PERSON EMAIL	nabbott@epsteinglobal.com

B. Additional Information	
1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Chief Procurement Office (CPO) PB

Vendor Registration: View Form

- General
- Public Profile
- Users
- Commodity Codes
- Contacts & Owners
- Comments
- Reviews
- Certifications
- Site Visits
- Registrations

A EPSTEIN & SONS INT'L INC., DBA Epstein

System Vendor Number: 20092317

[Return to Main Form](#)

Vendor Registration	
FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	6/15/2017
STATUS	Accepted
BUSINESS NAME	A EPSTEIN & SONS INT'L INC. dba Epstein
POINT OF CONTACT	Noel Abbott
FLAG FORM	Add Flag

C. Small Business Set-Aside Program	
1. WOULD YOU LIKE TO APPLY/RE-QUALIFY 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).	

Customer Support

Copyright © 2017 B2Gnow. All rights reserved.

[Home](#) | [Help](#) | [Print This Page](#) | [Print To PDF](#)



Vendor Registration: View Form

- General
- Public Profile
- Users
- Commodity Codes
- Contacts & Owners
- Comments
- Reviews
- Certifications
- Site Visits
- Registrations

A EPSTEIN & SONS INT'L INC., DBA Epstein

System Vendor Number: 20092317

[Return to Main Form](#)

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	6/15/2017
STATUS	Accepted
BUSINESS NAME	A EPSTEIN & SONS INT'L INC. dba Epstein
POINT OF CONTACT	Noel Abbott
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	215
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 97876-00 2/10/2019

E. Authorized to do Business in Illinois	
1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	Yes, registered and in good standing with the Illinois Secretary of State

Additional Information	
STAFF ATTACHED FILE(S)	Attach File
<small>Refresh List after attaching file(s).</small>	

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
---------	----------------	-------	-----------------	-------------------	----------	---------	----------------	-------------	---------------

A EPSTEIN & SONS INT'L INC., DBA Epstein

System Vendor Number: 20092317

Return to Main Form

Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	6/15/2017
STATUS	Accepted
BUSINESS NAME	A EPSTEIN & SONS INT'L INC. DBA Epstein
POINT OF CONTACT	<u>Noel Abbott</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, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3

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

10. VENDOR CERTIFIES THAT IT HAS NOT BEEN FOUND BY A COURT OR THE POLLUTION CONTROL BOARD TO HAVE COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT WITHIN THE LAST FIVE YEARS, AND IS THEREFORE NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-14

Yes

11. VENDOR CERTIFIES IT HAS NEITHER PAID ANY MONEY OR VALUABLE THING TO INDUCE ANY PERSON TO REFRAIN FROM BIDDING ON A STATE CONTRACT, NOR ACCEPTED ANY MONEY OR OTHER VALUABLE THING, OR ACTED UPON THE PROMISE OF SAME, FOR NOT BIDDING ON A STATE CONTRACT. 30 ILCS 500/50-25

Yes

12. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30

Yes

13. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

Yes

14. VENDOR CERTIFIES THAT IT WILL NOT RETAIN A PERSON OR ENTITY TO ATTEMPT TO INFLUENCE THE OUTCOME OF A PROCUREMENT DECISION FOR COMPENSATION CONTINGENT IN WHOLE OR IN PART UPON THE DECISION OR PROCUREMENT. 30 ILCS 500/50-38

Yes

15. VENDOR CERTIFIES IT WILL REPORT TO THE ILLINOIS ATTORNEY GENERAL AND THE CHIEF PROCUREMENT OFFICER ANY SUSPECTED COLLUSION OR OTHER ANTI-COMPETITIVE PRACTICE AMONG ANY BIDDERS, OFFERORS, CONTRACTORS, PROPOSERS, OR EMPLOYEES OF THE STATE. 30 ILCS 500/50-40, 50-45, 50-50

Yes

16. VENDOR CERTIFIES THAT IF IT IS AWARDED A CONTRACT THROUGH THE USE OF THE PREFERENCE REQUIRED BY THE PROCUREMENT OF DOMESTIC PRODUCTS ACT, THEN IT SHALL PROVIDE PRODUCTS PURSUANT TO THE CONTRACT OR A SUBCONTRACT THAT ARE MANUFACTURED IN THE UNITED STATES. 30 ILCS 517

Yes

17. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565

Yes

18. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

19. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, VENDOR CERTIFIES IT SHALL NOT ENGAGE IN THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE DURING THE PERFORMANCE OF THE CONTRACT PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

N/A

20. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

Yes

21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583

Yes

22. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584

Yes

23. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587

Yes

24. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45

Yes

25. VENDOR CERTIFIES IT HAS NOT BEEN CONVICTED OF THE OFFENSE OF BID RIGGING OR BID ROTATING OR ANY SIMILAR OFFENSE OF ANY STATE OR OF THE UNITED STATES. 720 ILCS 5/33 E-3, E-4, E-11

Yes

26. VENDOR CERTIFIES IT COMPLIES WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS ACT AND RULES APPLICABLE TO PUBLIC CONTRACTS, WHICH INCLUDE PROVIDING EQUAL EMPLOYMENT OPPORTUNITY, REFRAINING FROM UNLAWFUL DISCRIMINATION, AND HAVING WRITTEN SEXUAL HARASSMENT POLICIES. 775 ILCS 5/2-105

Yes

27. VENDOR CERTIFIES IT DOES NOT PAY DUES TO OR REIMBURSE OR SUBSIDIZE PAYMENTS BY ITS EMPLOYEES FOR ANY DUES OR FEES TO ANY "DISCRIMINATORY CLUB." 775 ILCS 25/2

Yes

28. VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL COMPLY WITH EXECUTIVE ORDER NO. 1 (2007). THE ORDER GENERALLY PROHIBITS VENDORS AND SUBCONTRACTORS FROM HIRING THE THEN-SERVING GOVERNOR'S FAMILY MEMBERS TO LOBBY PROCUREMENT ACTIVITIES OF THE STATE, OR ANY OTHER GOVERNMENT IN ILLINOIS INCLUDING LOCAL GOVERNMENTS IF THAT PROCUREMENT MAY RESULT IN A CONTRACT VALUED AT OVER \$25,000. THIS PROHIBITION ALSO APPLIES TO HIRING FOR THAT SAME PURPOSE ANY FORMER STATE EMPLOYEE WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.

Yes

29. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED REQUIREMENTS OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/20-160 AND 50-37 VENDOR WILL NOT MAKE A POLITICAL

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

30. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE. (30 ILCS 105/15A; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133

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.

11010

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

[Customer Support](#)

Copyright © 2017 B2Gnow. All rights reserved.

[Home](#) | [Help](#) | [Print This Page](#) | [Print To PDF](#)



Vendor Registration: View Form

- General
- Public Profile
- Users
- Commodity Codes
- Contacts & Owners
- Comments
- Reviews
- Certifications
- Site Visits
- Registrations

A EPSTEIN & SONS INT'L INC., DBA Epstein

System Vendor Number: 20092317

[Return to Main Form](#)

Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	6/15/2017
STATUS	Accepted
BUSINESS NAME	A EPSTEIN & SONS INT'L INC. dba Epstein
POINT OF CONTACT	Noel Abbott
FLAG FORM	Add Flag

H. Iran Disclosure
<p>1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?</p> <p>No business operations to disclose.</p>

Additional Information
<p>STAFF ATTACHED FILE(S)</p> <p>Attach File</p> <p><small>Refresh List after attaching file(s).</small></p>

Customer Support

Copyright © 2017 B2Gnow. All rights reserved.

[Home](#) | [Help](#) | [Print This Page](#) | [Print To PDF](#)

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22040504 Procurement/Contract #: I-17-4304

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 #: 20092317 IPG Expiration Date: 6/15/2018

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	N/A	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: N/A

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 #
Illinois Tollway	Maintenance Facilities	Current	\$7,288,013	RR-12-4079, PSB 12-05
Illinois Tollway	Maintenance Facility CM Services, M7	Current	\$297,827	RR-14-4202
Illinois Tollway	Maintenance Facility CM Services, M-6	Pending	\$152,158	RR-16-4252
Illinois Tollway	Maintenance Facilities, PSB 16-3	Pending	\$1,579,917	RR-16-4267
Illinois Tollway	JOC Program Management Support, PSB 17-2	Pending	\$80,000	RR-17-9202
Illinois Tollway	Design Upon Request PSB 17-3	Pending	\$5,000,000	I-17-4304
Illinois Tollway	Quigg Engineering – Tri-State EW Connector to Roosevelt Road	Pending	\$200,000	I-17-4299
IDOT	D-4 Various/Various	Current	\$1,050,000	PTB 149, Item 21
IDOT	PTB 167	Current	\$2,000,000	PTB 167, Item 15
IDOT	PTB 174	Current	\$1,800,000	PTB 174, Item 1
IDOT	PTB 181	Pending	\$3,662,019	PTB 181, Item 1
Capital Development Board	Renovate Intake Building, Illinois Youth Center, St. Charles, IL	Current	\$369,000	PSB 177, CDB 135-110, 008

6. Signature

As of the date signed below, I certify that:

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

- 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: A. Epstein and Sons International, Inc.

Phone: 312-429-8272

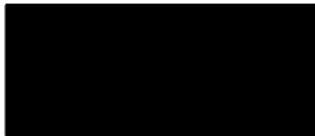
Street Address: 600 West Fulton Street

Email: gosborne@epsteinglobal.com

City, State, Zip: Chicago, IL 60661

Vendor Contact: Greg Osborne

Signature:



Date: August 01, 2017

Printed Name: Greg Osborne

Title: Vice President/ Director of Civil Engineering

Vendor Registration: View

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
---------	----------------	-------	-----------------	-------------------	----------	---------	----------------	-------------	---------------

A EPSTEIN & SONS INT'L INC., DBA Epstein System Vendor Number: 20092317

Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	6/15/2017
STATUS	Accepted
REVIEWER	Stephanie Hill
DATE REVIEWED	6/15/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	6/15/2018
FLAG FORM	Add Flag

Settings

SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED	No
REGISTERING AS A	Prime & Subcontractor

Entity Information

BUSINESS NAME	A EPSTEIN & SONS INT'L INC. DBA Epstein
CONTACT FOR THIS SUBMISSION	Noel Abbott (change contact)
PRIMARY CONTACT EMAIL	nabbott@epsteinglobal.com
PHONE	312-454-9100
FAX	312-559-1217
COMPANY EMAIL	information@epsteinglobal.com
TAX ID NUMBER	XXXXXXXXXX
COMPANY TYPE	Corporation
ADDRESS	600 W FULTON ST (EFT) CHICAGO, IL 60661 [edit address]



Vendor Registration: View Form

General Public Profile Users Commodity Codes Contacts & Owners Comments Reviews Certifications Site Visits Registrations

A EPSTEIN & SONS INT'L INC., DBA Epstein

System Vendor Number: 20092317

Return to Main Form

Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	6/15/2017
STATUS	Accepted
BUSINESS NAME	A EPSTEIN & SONS INT'L INC. DBA Epstein
POINT OF CONTACT	Noel Abbott
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE.

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

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS?

Yes

Document	Status
Parent Form <u>Parent Financial Disclosures and Conflicts of Interest Form.pdf</u> (PDF, 397.07 KB)	Attached by Noel Abbott on 6/15/2017

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>IPG Percentage of Ownership and Distributive Income Form(2).pdf</u> (PDF, 121.41 KB)	Attached by Noel Abbott on 6/15/2017

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION

1.

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.

Not applicable - For-Profit Entity

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

Not applicable - No individuals disclosed in question 1

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

Not applicable - No individuals disclosed in question 1

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

Not applicable - No individuals disclosed in question 1

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

Not applicable - No individuals disclosed in question 1

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

Not applicable - I answered No in Questions 5-8

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

Not applicable - I answered No in Questions 5-8

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

Not applicable - No individuals disclosed in question 1

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

Not applicable - No individuals disclosed in question 1

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE

STATUTES OF THE STATE OF ILLINOIS?

Not applicable - No individuals disclosed in question 1

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

Not applicable - No individuals disclosed in question 1

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

Not applicable - No individuals disclosed in question 1

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

Not applicable - No individuals disclosed in question 1

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

Not applicable - No individuals disclosed in question 1

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

Not applicable - No individuals disclosed in question 1

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

Not applicable - No individuals disclosed in question 1

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

Not applicable - No individuals disclosed in question 1

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

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

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

[Customer Support](#)

Copyright © 2017 B2Gnow. All rights reserved.

[Home](#) | [Help](#) | [Print This Page](#) | [Print To PDF](#)

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

Vendor Name: A. Epstein and Sons International, Inc.

DBA: [Click here to enter text.](#)

INSTRUCTIONS:

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
A.Epstein and Sons International, Inc. Employees' Stock Ownership Trust	See attached letter from GreatBanc	See attached letter from GreatBanc	See attached letter from GreatBanc	See attached letter from GreatBanc	See attached letter from GreatBanc

State of Illinois Chief Procurement Office
IL Procurement Gateway: Percentage of Ownership and Distributive Income Form
V.15.1



April 18, 2017

Re: Stock ownership

To Whom it may concern:

The A. Epstein and Sons International, Inc. Employees' Stock Ownership Trust (the "ESOP") holds full ownership of 100% of the shares of A. Epstein and Sons International, Inc. currently outstanding. GreatBanc Trust Company serves as trustee of the ESOP and holds ownership of the stock on behalf of the ESOP participants. The participants in the ESOP hold beneficial interests in the Trust.


GreatBanc Trust Company acts as trustee of the Trust and holds the stock on behalf of the ESOP. Otherwise, GreatBanc Trust Company, nor any of its affiliated entities, has any direct ownership of A. Epstein and Sons International, Inc. common shares.

Through the ESOP, no employees have more than 5% beneficial value. There are only three individuals that have beneficial value over \$106,447.20. They are listed with their most recent balances and beneficial ownership below:

Mike Damore (\$150,347.39)	4.46%
James Jirsa (\$151,749.25)	4.50%
Thomas Smiles (\$106,611.23)	3.16%

Separately, no individual is receiving distributive income in excess of \$106,447.20 through the ESOP. Please feel free to contact me if you have any questions.

Best wishes


Jeremy Schott
Vice President

CORPORATE HEADQUARTERS • 801 WARRENVILLE RD, SUITE 500 • LISLE, IL 60532 • TEL (888) 647-4282 • FAX (630) 810-4501

www.greatbanctrust.com

GREATBANC TRUST COMPANY IS A SUBSIDIARY OF U.S. FIDUCIARY SERVICES, INC., AN EMPLOYEE-OWNED COMPANY.

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

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

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

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

Vendor Name	A. Epstein and Sons International, Inc.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	A. Epstein and Sons International, Inc. Employees' Stock Ownership Trust
Disclosing Entity's Parent Entity	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Choose an item. <input checked="" type="checkbox"/> If you selected Other, please describe: ESOP Trust

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

**STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL**

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

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

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

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
James Jirsa	600 West Fulton Street, Chicago, IL 60661	4.50	\$151,749.25
Michael Damore	600 West Fulton Street, Chicago, IL 60661	4.46	\$150,347.39
Thomas Smiles	600 West Fulton Street, Chicago, IL 60661	3.16	\$106,611.23
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
N/A	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

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

**STEP 3
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: James Jirsa, Michael Damore & Thomas Smiles

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

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

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

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

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

Please provide the name of the person for which responses are provided: James Jirsa, Michael Damore & Thomas Smiles

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

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

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

**STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES**

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

Click here to enter text.

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

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

Please provide the name of the person or entity for which responses are provided: James Jirsa, Michael Damore & Thomas Smiles and A. Epstein and Sons International, Inc. Employees' Stock Ownership Trust

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

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

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

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

**STEP 7
SIGN THE DISCLOSURE**

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

Name of Disclosing Entity: A. Epstein and Sons International, Inc. Employees' Stock Ownership Trust

Signature: 

Date: July 15, 2017

Printed Name: Noel Abbott

Title: Vice President, Director of Marketing & Public Relations

Phone Number: (312) 429-8048

Email Address: nabbott@epsteinglobal.com



**Additional Insured - Owners, Lessees or Contractors -
Scheduled Person or Organization Endorsement**

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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In a.(4), the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**

c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an "insured"; and

10020007860239814785622



Contract Information Sheet

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

Consultant Name: A. Epstein and Sons International, Inc.

Contract Number: I-17-4304

Proposal Date: 9/5/2017

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-17-4304 Consultant: A. Epstein and Sons International, Inc.

Date: 9/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 11/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021		
2.0	12.0	12.0	12.0	12.0		
60.0	60.0	60.0	60.0	60.0		
3.33%	20.00%	20.00%	20.00%	20.00%		
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period		

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
1/1/2022 - 10/31/2022						
10.0						
60.0	60.0	60.0	60.0	60.0	60.0	60.0
16.67%						
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		

The escalation factor for this project is: 100.00%

Contract No.: I-17-4304

Consultant: A. Epstein and Sons International, Inc.

Date: 9/5/2017

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

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

							DIRECT COST				
							OVERTIME PREMIUM				
							Total Estimated O/T Hours:	20.00			
							Average Premium O/T Hourly Rate:	\$15.21			
							Total Overtime Premium:	\$304.20			
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Direct Labor				
							Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor		
							20,400.00	\$42.86	\$874,344.00		
							Escalated Average Hourly Rate for Classification (See Note B to Right)	Average Hourly Rate for Classification (See Note A to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Over Time Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	700.00					
No	Project Manager	\$40.00	\$70.00	\$61.74	\$61.74	2,800.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$52.11	\$52.11	700.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.16	\$45.16	5,800.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$32.06	\$32.06	5,800.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$41.25	\$41.25	200.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$53.33	\$53.33	700.00					
Yes	Technical Specialist	\$15.00	\$50.00	\$31.33	\$31.33	2,900.00			15.67	10.00	
No	Architect	\$30.00	\$70.00	\$49.73	\$49.73	400.00					
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
Yes	Admin/Clerical	\$8.25	\$40.00	\$29.50	\$29.50	400.00			14.75	10.00	

EXHIBIT "1"

Contract No.: I-17-4304

Consultant: A. Epstein and Sons International, Inc.

Date: 9/5/2017

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	Principal	Smiles, Thomas	\$50 - \$70
	Principal	Buescher, Lawrence	
Project Manager	Senior Project Manager	Osborne, Gregory	\$40 - \$70
	Senior Project Manager	Iniguez, Victor	
	Senior Project Manager	Pelletier, Theresa	
	Senior Project Manager	Gall, Timothy	
	Senior Project Engineer / Architect	Karlovitz, John	
	Senior Project Manager	Hilty, David	
	Project Manager	Dennis, Bradley	
	Senior Project Manager	Chandler, Jason	
Senior Engineer/Planner	Project Manager	Romano, Joseph	\$40 - \$70
	Project Manager	Robertson, John	
	Senior Project Manager	Christensen, Kevin	
	Senior Project Manager	Suarez, Thomas	
	Senior Project Manager	Weng, Yan	
	Senior Project Manager	White, Stuart	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Senior Design Engineer / Architect	Rose, Jeremy	\$25 - \$60
	Senior Design Engineer / Architect	Levin, Dina	
	Project Engineer / Architect	Varma, Raveesh	
	Project Engineer / Architect	Barenbaum, Martin	
	Senior Design Engineer / Architect	Bouley, Joseph	
	Design Engineer / Architect	Effinger, Jacob	
	Project Engineer / Architect	Lezcano, Ryan	
	Project Engineer / Architect	Reber, Benjamin	
Staff Engineer/Planner	Design Engineer / Architect	DeBose, Deion	\$20 - \$40
	Design Engineer / Architect	Ahmad, Hedaia	
	Design Engineer / Architect	Alcock, Patrick	
	Design Engineer / Architect	Ernst, William	
	Design Engineer / Architect	Finkelstein, Sheya	
	Design Engineer / Architect	Hartig, Bradley	
	Design Engineer / Architect	Katz, Evan	
	Design Engineer / Architect	Miller, Sean	
	Senior Design Engineer / Architect	Pajerska, Renata	
	Senior Design Engineer / Architect	Scales, Jonathan	
	Design Engineer / Architect	Stephens, Kevin	
	Senior Design Engineer / Architect	Suero, Maxie	
	Senior Design Engineer / Architect	Valente, Paul	
Engineer /Accountant	Assistant Project Manager	Hogge, Tony	\$20 - \$60

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-17-4304

Consultant: A. Epstein and Sons International, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Smiles, Thomas

Project Manager: Osborne, Gregory

Project Engineer: Iniguez, Victor

Resident Engineer: N/A

Documentation Engineer: N/A

Project Civil Engineer: Karlovitz, John

Project Structural Engineer: Gall, Timothy

Project Drainage Engineer: Hilty, David

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

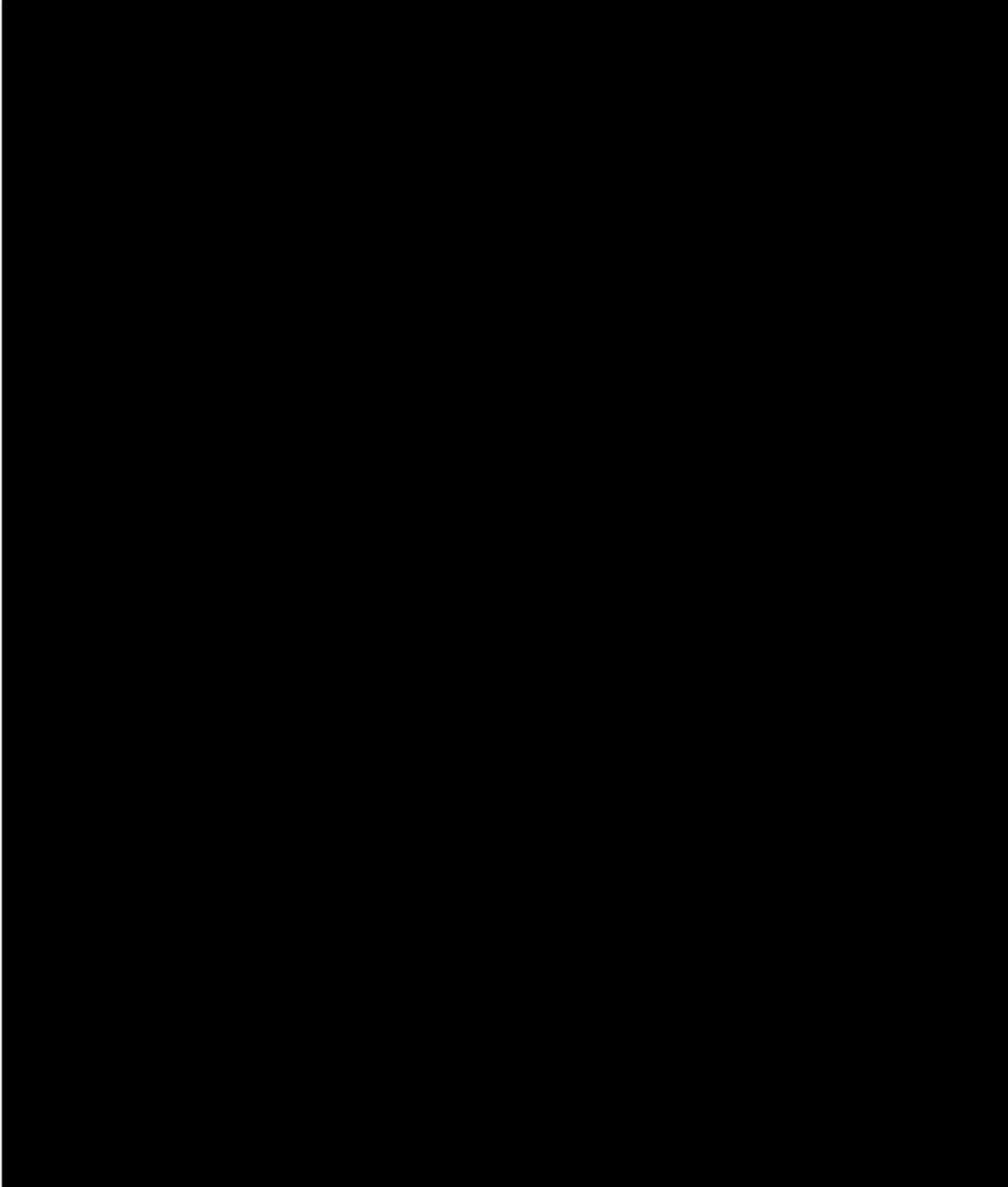
Classification: _____

Name: _____

Classification: _____

Thomas Smiles, P.E.

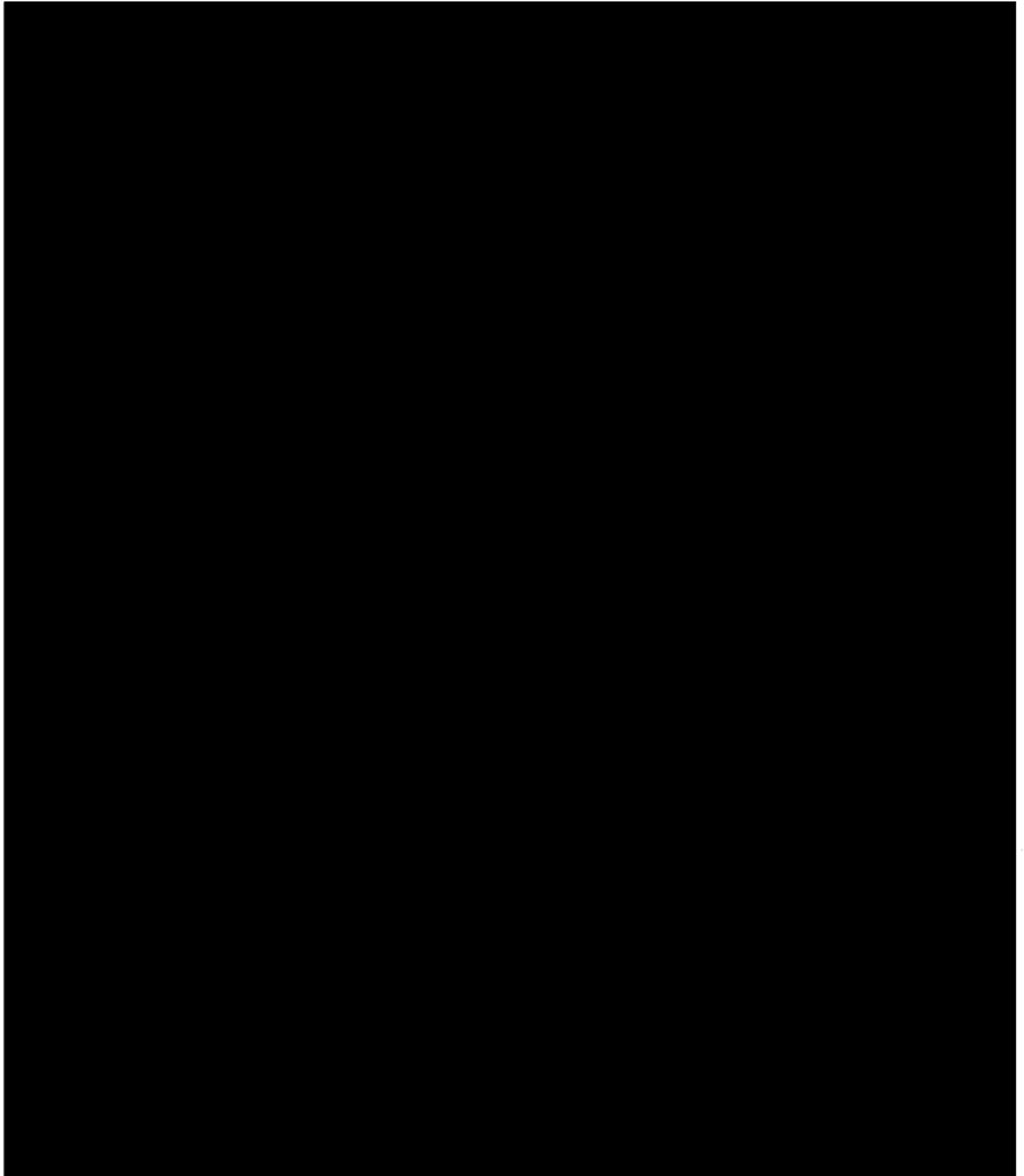
Principal



8/1/2017

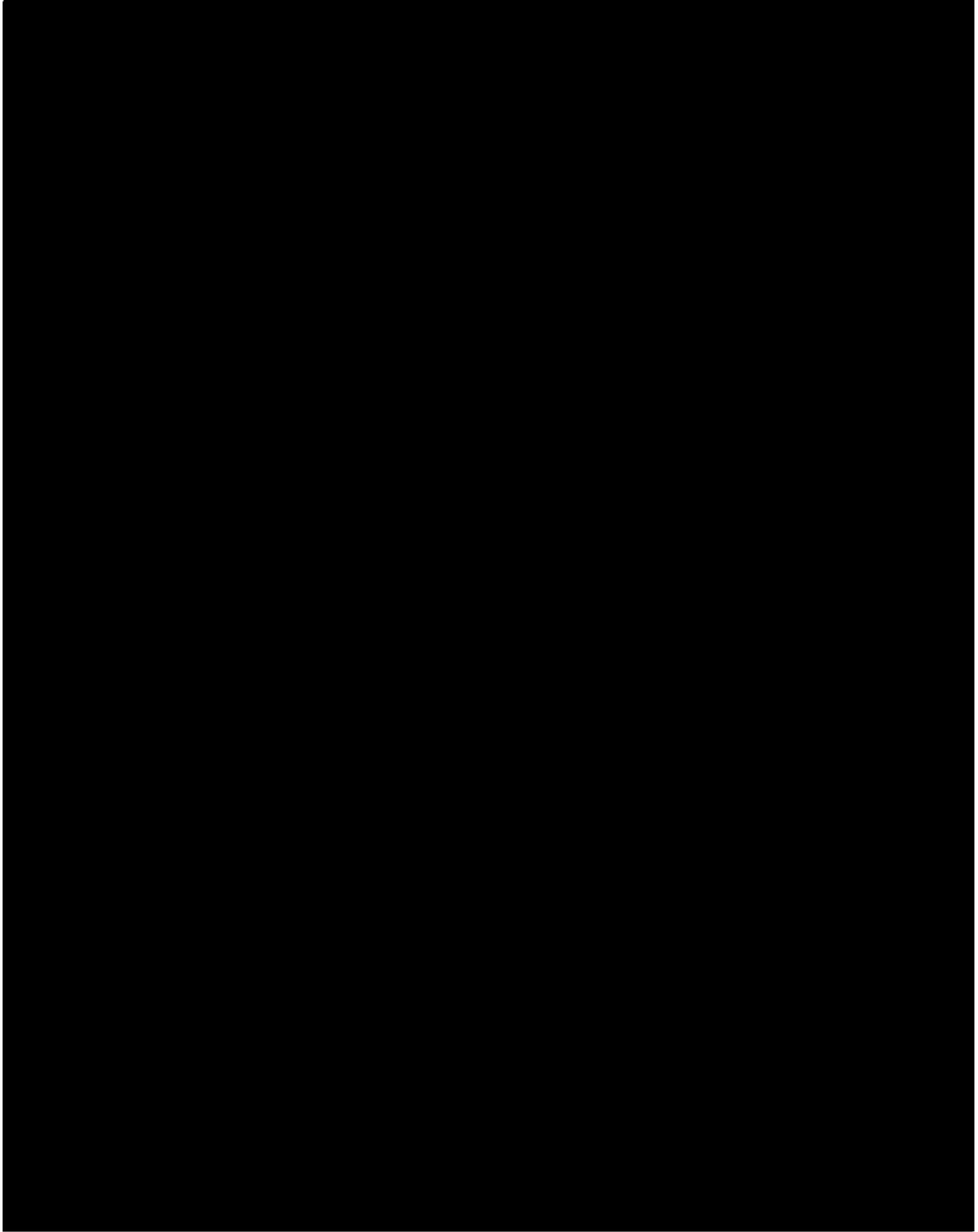
Thomas Smiles, P.E.

Principal



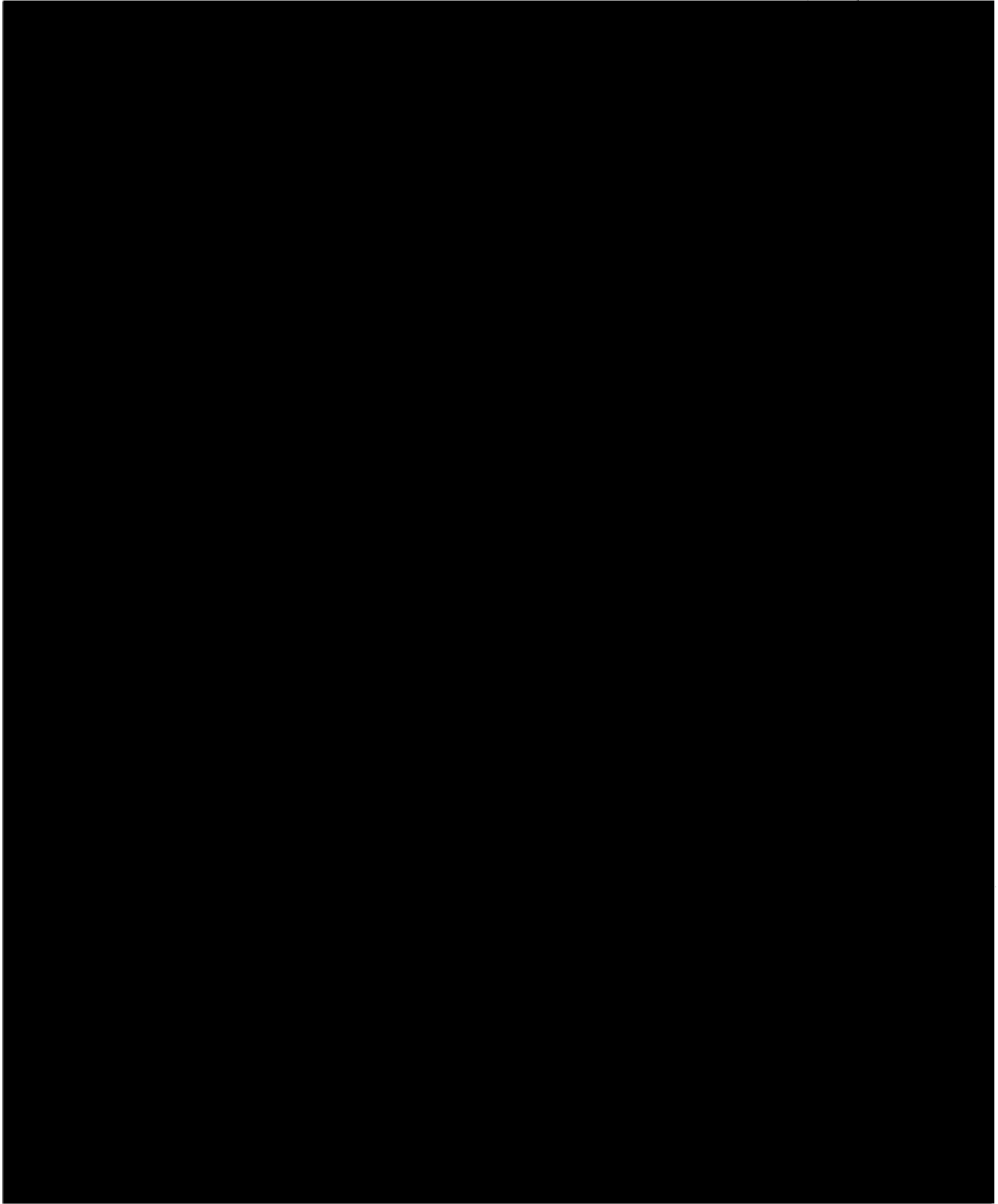
8/1/2017

Gregory Osborne, P.E., LEED AP
Project Manager



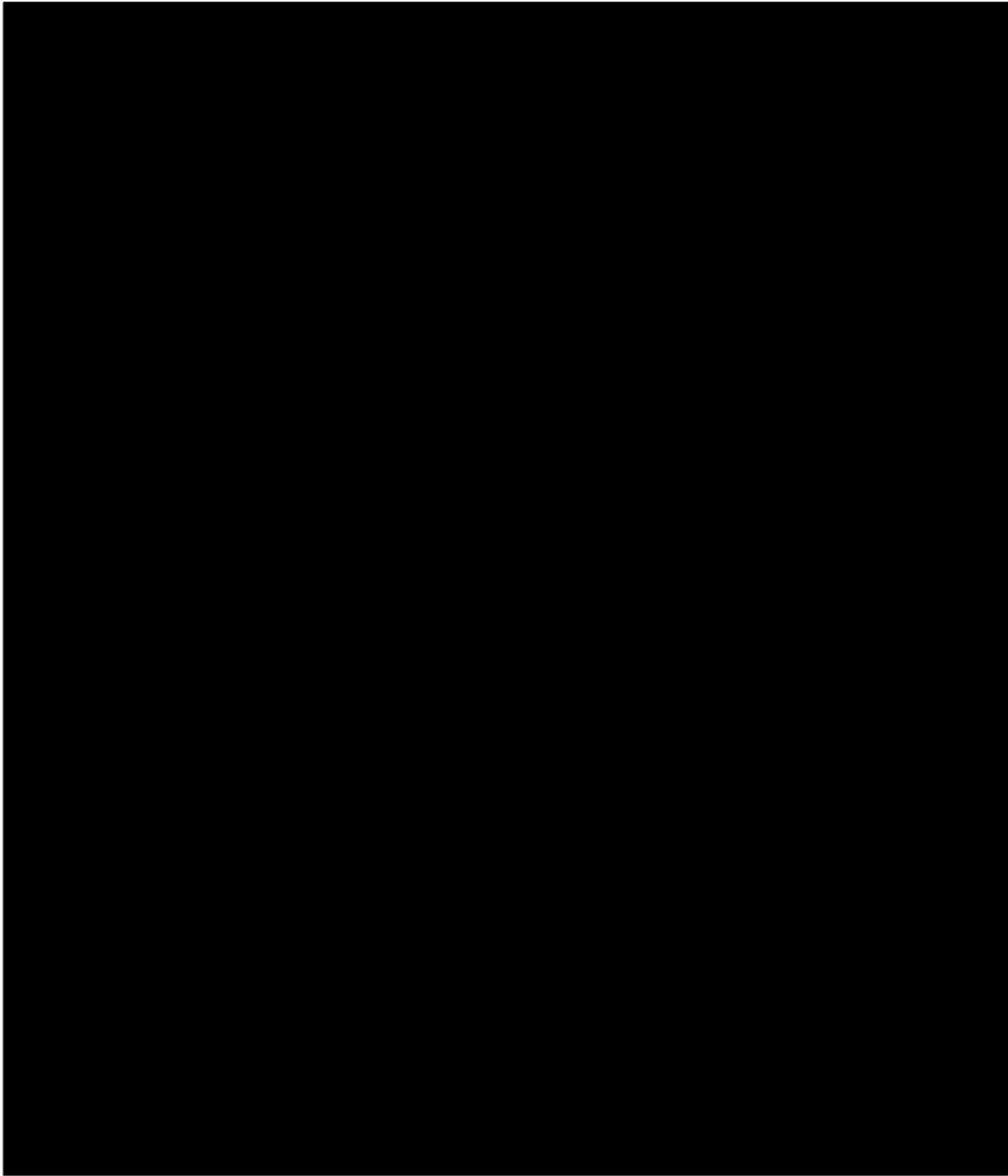
3/25/2017

Gregory Osborne, P.E., LEED AP
Project Manager



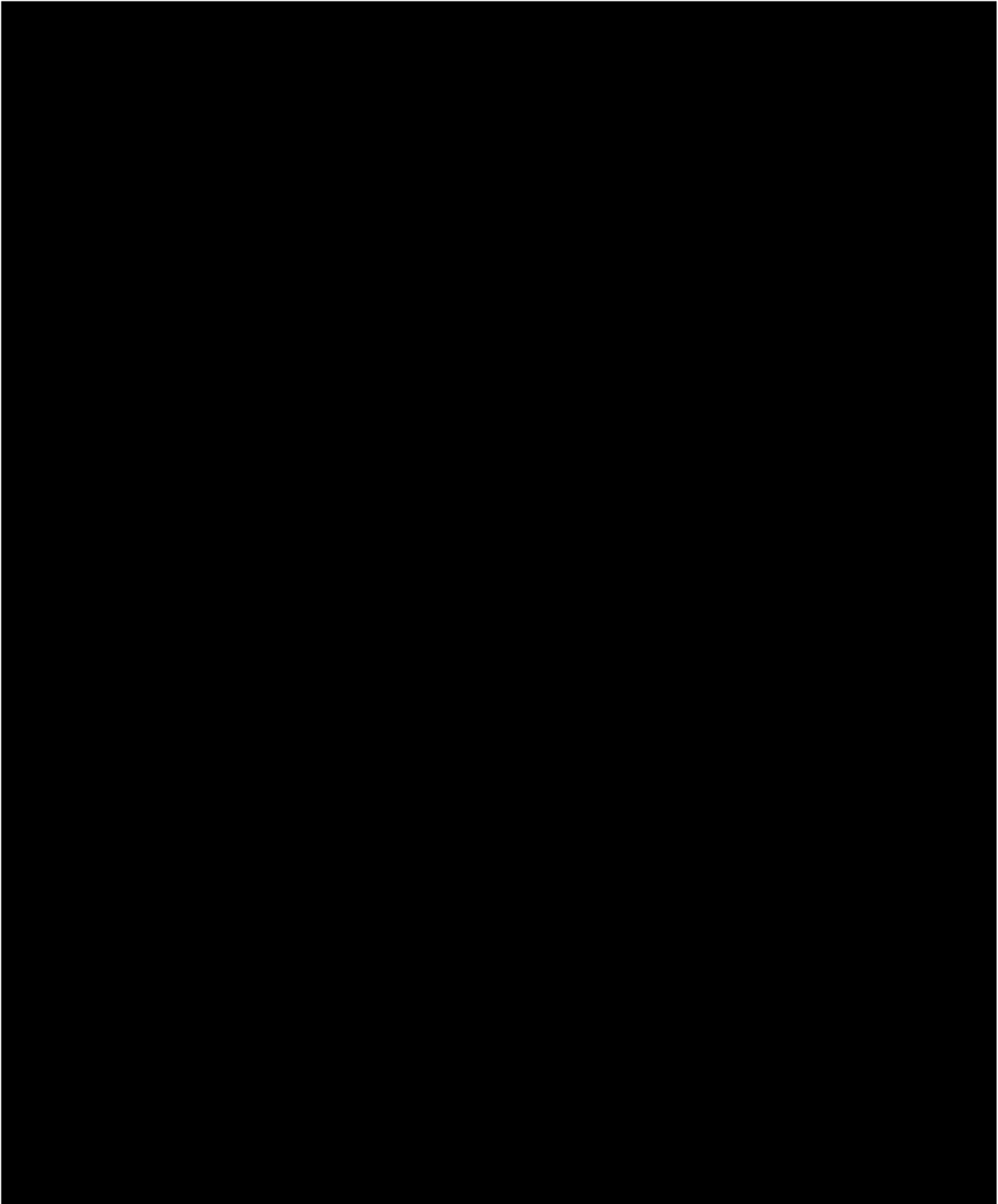
3/25/2017

Victor Iniguez, PE
Project Engineer



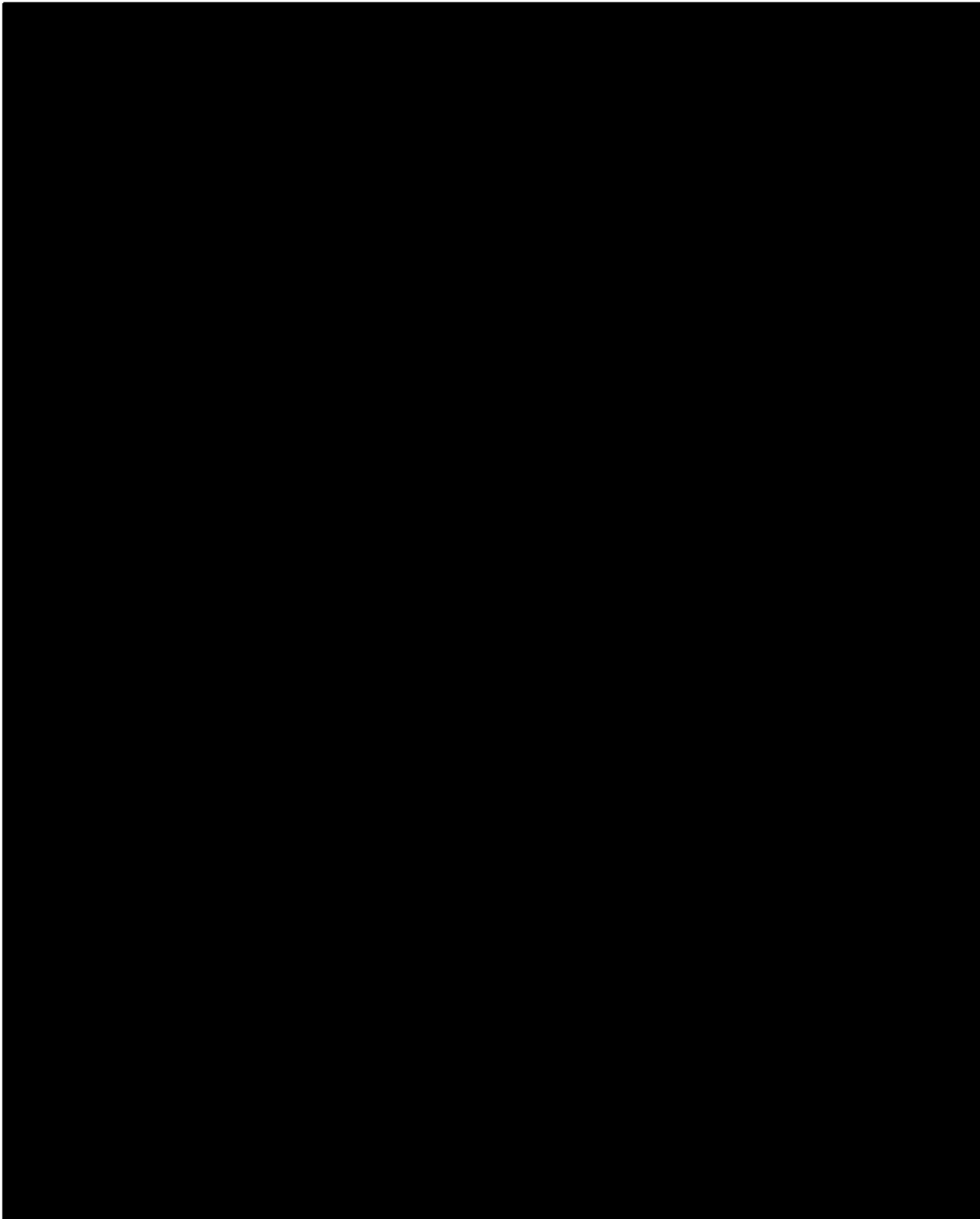
3/25/2017

Victor Iniguez, PE
Project Engineer

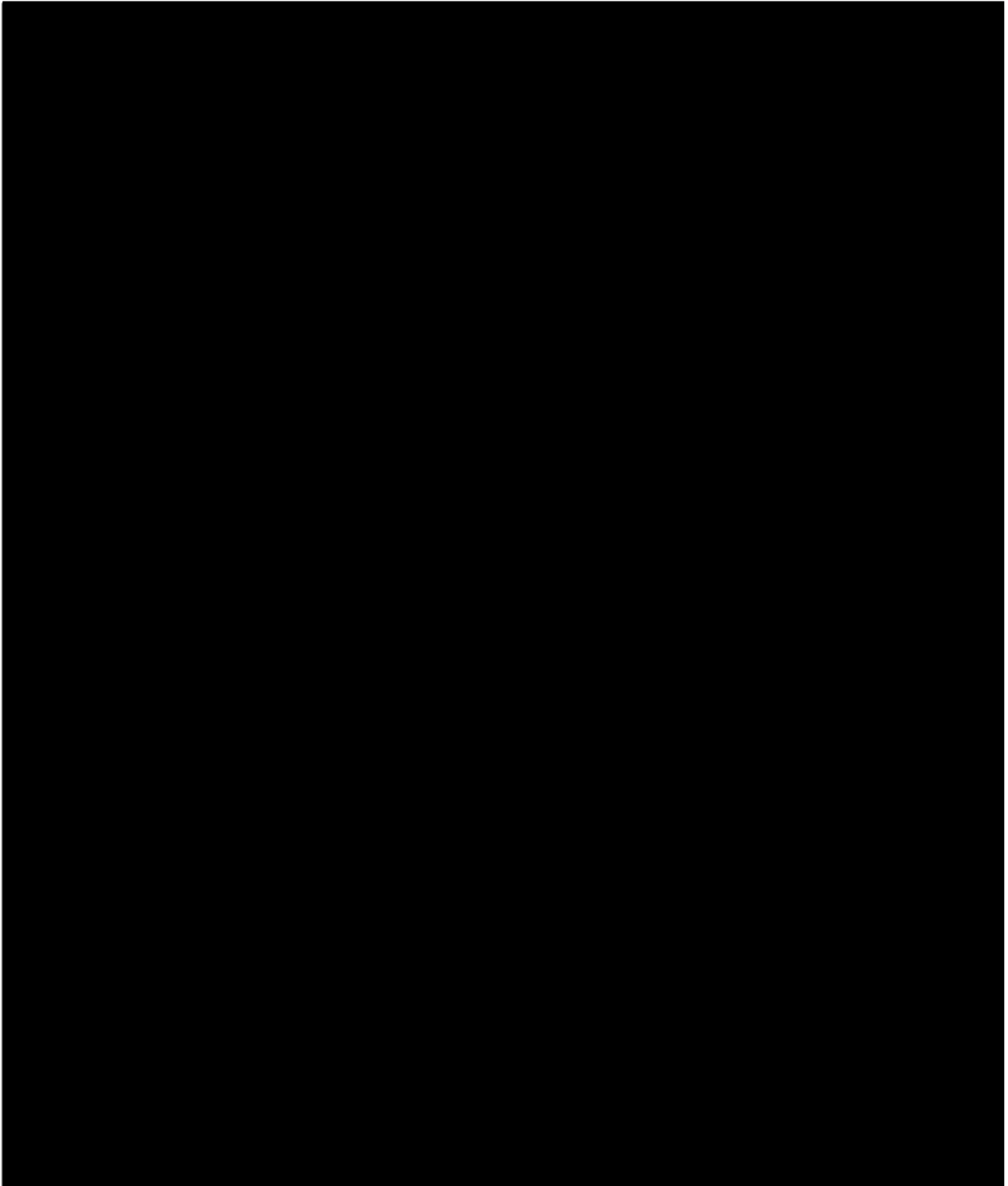


3/25/2017

John Karlovitz, P.E.
Roadway Engineer

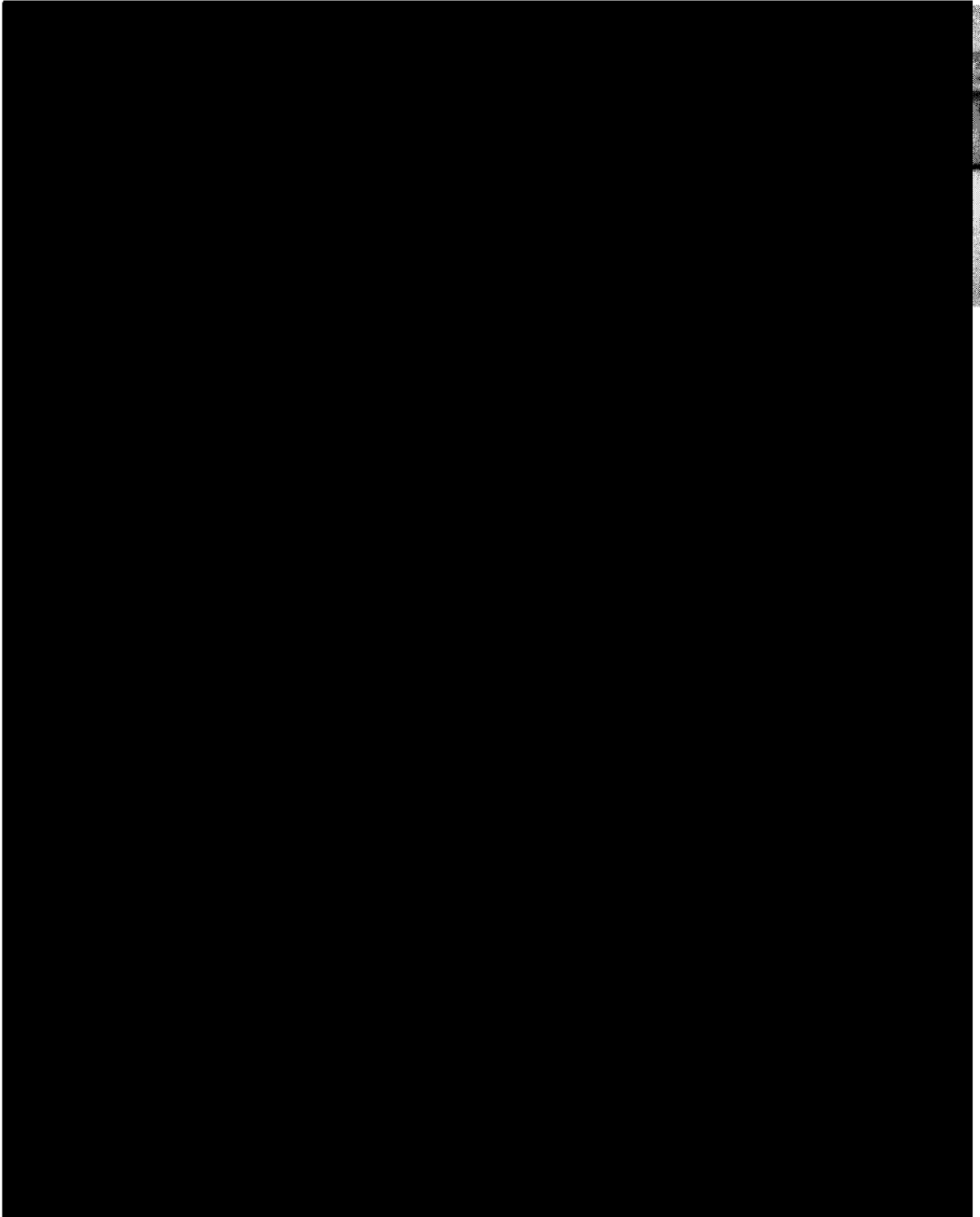


John Karlovitz, P.E.
Roadway Engineer



Timothy Gall, PE, SE

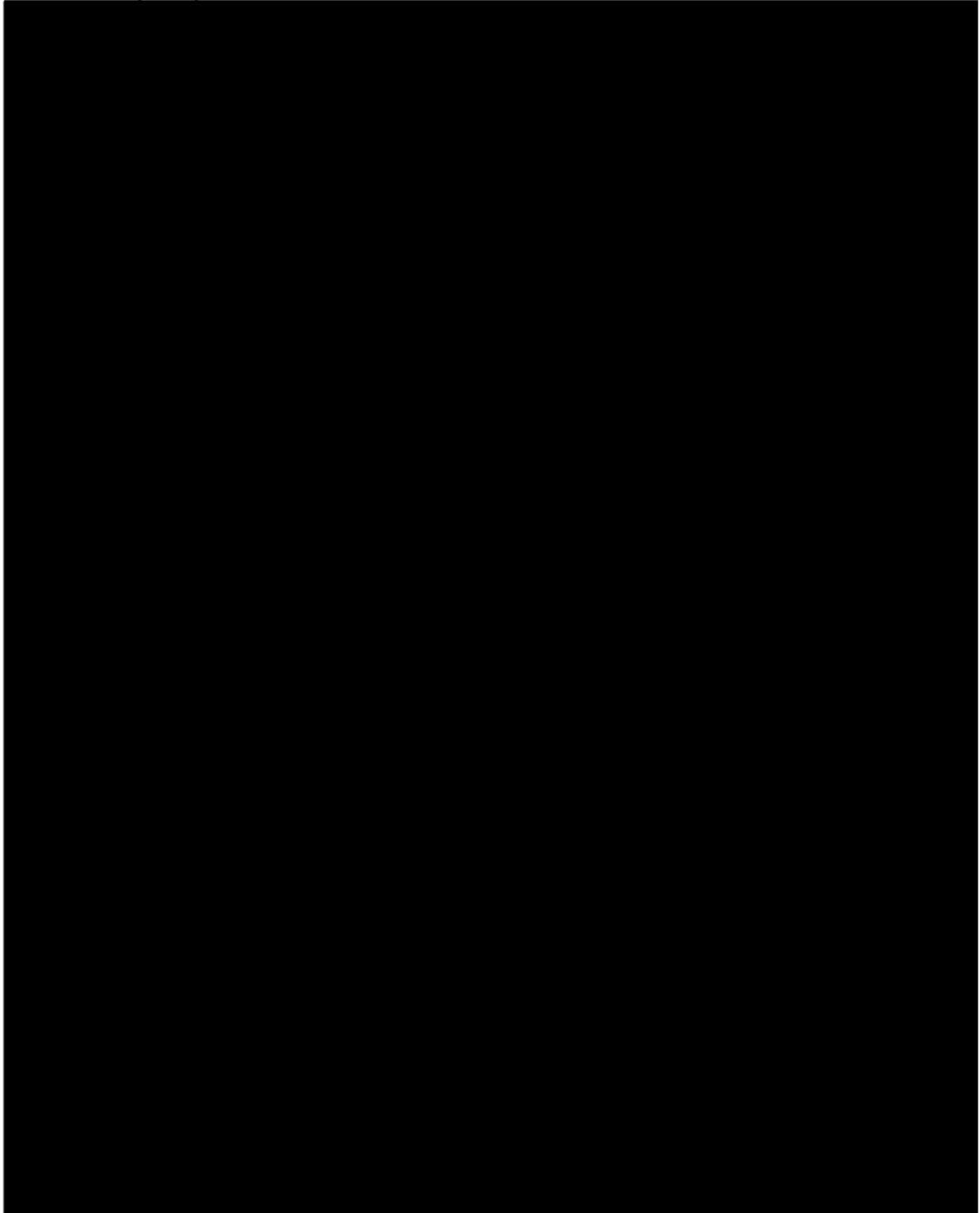
Chief Bridge Engineer



8/1/2017

Timothy Gall, PE, SE

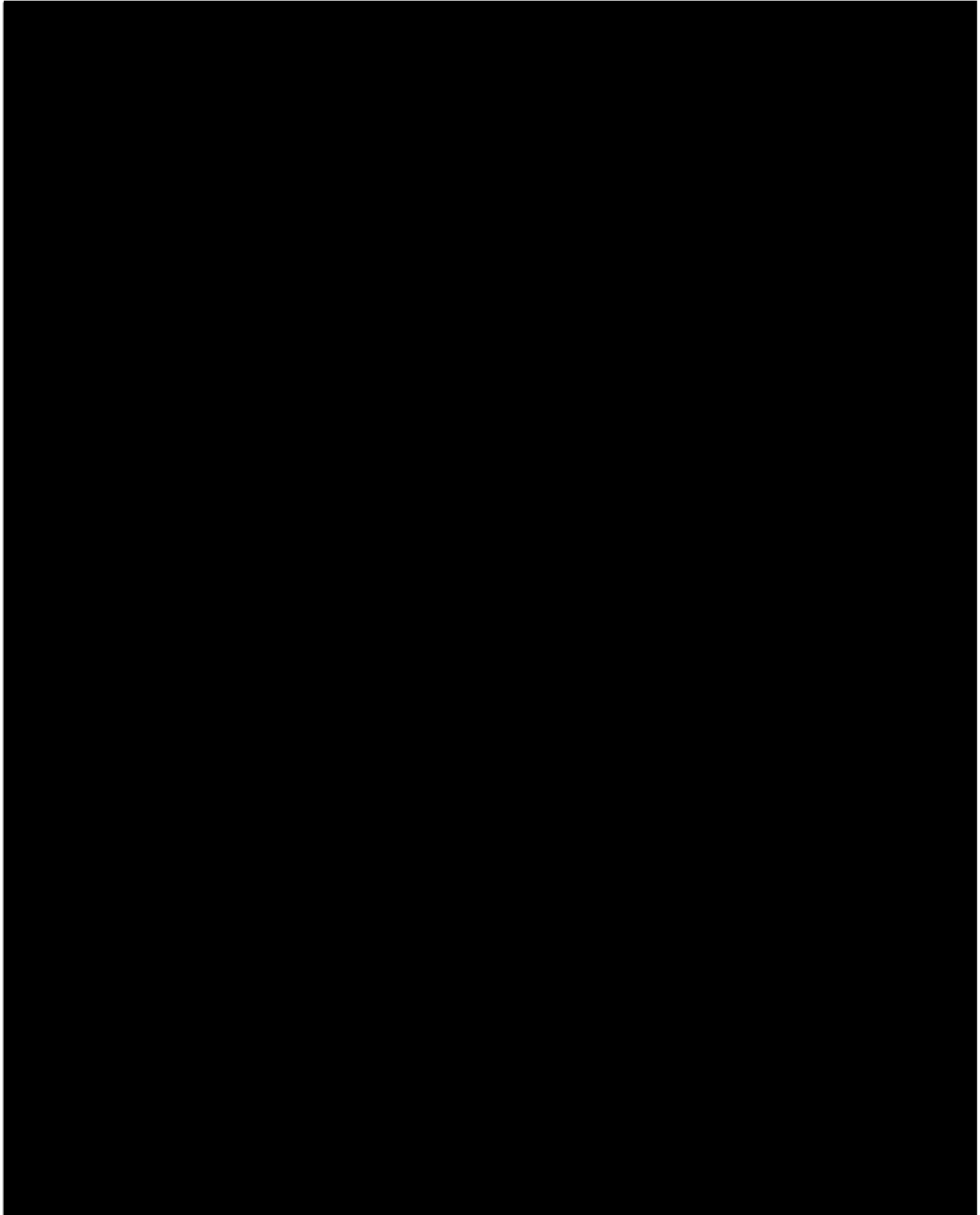
Chief Bridge Engineer



8/1/2017

David Hilty, P.E., LEED BD+C

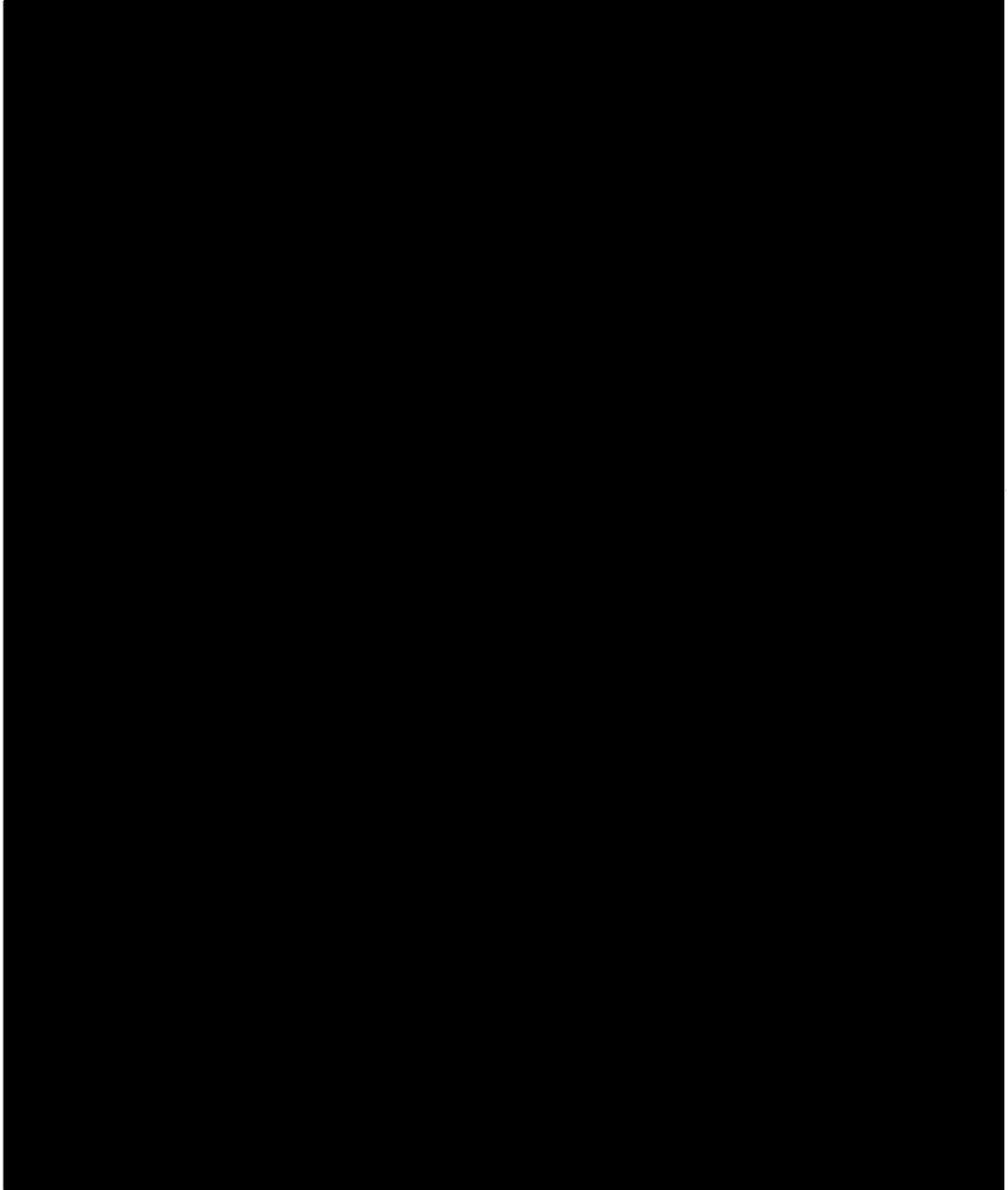
Drainage Engineer



8/1/2017



David Hilty, P.E., LEED BD+C
Drainage Engineer



8/1/2017

Exhibit F

I-17-4304

A. Epstein and Sons International, Inc.

Scope of Services

This project is to prepare Phase II engineering services for the preparation of contract plans, engineering studies and other technical services for projects on the Illinois Tollway.

Typical tasks may include, but not be limited to:

1. Bridge Improvements over I-294.
2. Residential and Commercial Demolition contracts.
3. On call and as-needed work related on the Tollway system.

The following structures are included in this project:

- Bridge 263: Pedestrian Crossing: one crossroad structure
- Bridge 249: Plainfield Road: one crossroad structure

EXHIBIT G

Contract No. I-17-4304

A. Epstein and Sons International, 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
12-4079D	Maintenance Facilities, Systemwide	\$7,288,013.00	\$589,582.52	3/1/2019
14-4202CM	Ardmore - M-7 CA	\$299,960.48	\$152,158.30	12/31/2018
16-4252CM	ESI - M-6 CA	\$299,994.85	\$297,827.04	12/31/2018
16-4267D	EDI - Maintenance Facilities, Site Design	\$1,579,917.00	\$1,579,917.00	7/1/2020
17-9202CM	ESG - JOC Program Management Support	\$80,000.00	\$80,000.00	7/1/2022
17-4304D	Design Upon Request	\$5,000,000.00	\$5,000,000.00	10/1/2022
17-4299D	Quigg Engineerng - Tri-State EW Connector to Roosevelt Road	\$200,000.00	\$200,000.00	11/1/2022

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>Atlas Engineering Group</u></p> <p>Direct Labor \$ 588,156.80</p> <p>Direct Costs \$ 12,000.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 600,156.80</p>	<p>6 <u>SE3, LLC</u></p> <p>Direct Labor \$ 386,811.88</p> <p>Direct Costs \$ 13,188.12</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 400,000.00</p>
<p>2 <u>d'Escoto, Inc.</u></p> <p>Direct Labor \$ 208,409.60</p> <p>Direct Costs \$ 460.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 208,869.60</p>	<p>7 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>3 <u>GSG Consultants, Inc.</u></p> <p>Direct Labor \$ 158,244.80</p> <p>Direct Costs \$ 91,755.20</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 250,000.00</p>	<p>8 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>4 <u>Jones Moore Construction & Consulting, LLC</u></p> <p>Direct Labor \$ 199,790.64</p> <p>Direct Costs \$ 209.36</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 200,000.00</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 <u>Peralte-Clark, LLC</u></p> <p>Direct Labor \$ 195,332.48</p> <p>Direct Costs \$ 4,667.52</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 200,000.00</p>	<p>10 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 1,859,026.40

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 1,859,026.40

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 37.18%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 37.18%

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>Bowman Consulting Group</u></p> <p>Direct Labor \$ 149,597.73</p> <p>Direct Costs \$ 402.27</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 150,000.00</p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>2 <u>Mott MacDonald, LLC</u></p> <p>Direct Labor \$ 299,637.74</p> <p>Direct Costs \$ 362.26</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 300,000.00</p>	<p>7 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>3 <u>Orion Engineers, LLC</u></p> <p>Direct Labor \$ 149,713.20</p> <p>Direct Costs \$ 500.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 150,213.20</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: \$ 600,213.20

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 600,213.20

Contract Information Sheet

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

Consultant Name: Atlas Engineering Group, Ltd.

Contract Number: I-17-4304

Proposal Date: 9/5/2017

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-17-4304 Consultant: Atlas Engineering Group, Ltd.

Date: 9/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 11/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

11/1/2017 - 12/31/2017	Date	Date	12/31/2017	1/1/2018 - 12/31/2018	Date	Date	12/31/2018	1/1/2019 - 12/31/2019	Date	Date	12/31/2019	1/1/2020 - 12/31/2020	Date	Date	12/31/2020	1/1/2021 - 12/31/2021	Date	Date	12/31/2021	
2.0			12.0	12.0			12.0	12.0			12.0	12.0			12.0	12.0			12.0	
60.0			60.0	60.0			60.0	60.0			60.0	60.0			60.0	60.0			60.0	
3.33%	Factor First Period		20.00%	Escalation Factor Second Period		20.00%	Escalation Factor Third Period		20.00%	Escalation Factor Fourth Period		20.00%	Escalation Factor Fifth Period		20.00%	Escalation Factor Sixth Period		20.00%	Escalation Factor Seventh Period	

ESCALATION PER YEAR Year 6 through 10

1/1/2022 - 10/31/2022	Date	Date	10/31/2022		Date	Date			Date	Date			Date	Date			Date	Date		
10.0			60.0				60.0				60.0				60.0				60.0	
16.67%	Escalation Factor Sixth Period			Escalation Factor Seventh Period			Escalation Factor Eighth Period			Escalation Factor Ninth Period			Escalation Factor Tenth Period			Escalation Factor Eleventh Period			Escalation Factor Twelfth Period	

The escalation factor for this project is: 100.00%

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-17-4304

Consultant: Atlas Engineering Group, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Natalia N. Homedi, PE

Project Manager: Yemi Oyewole, PE

Project Engineer: Ken Cortopassi

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: Melanie Watkins, PE

Senior Engineer: _____

Others: Name: Michelle Lee, FE

Classification: Staff Engineer

Name: Roark Rogers, PLS

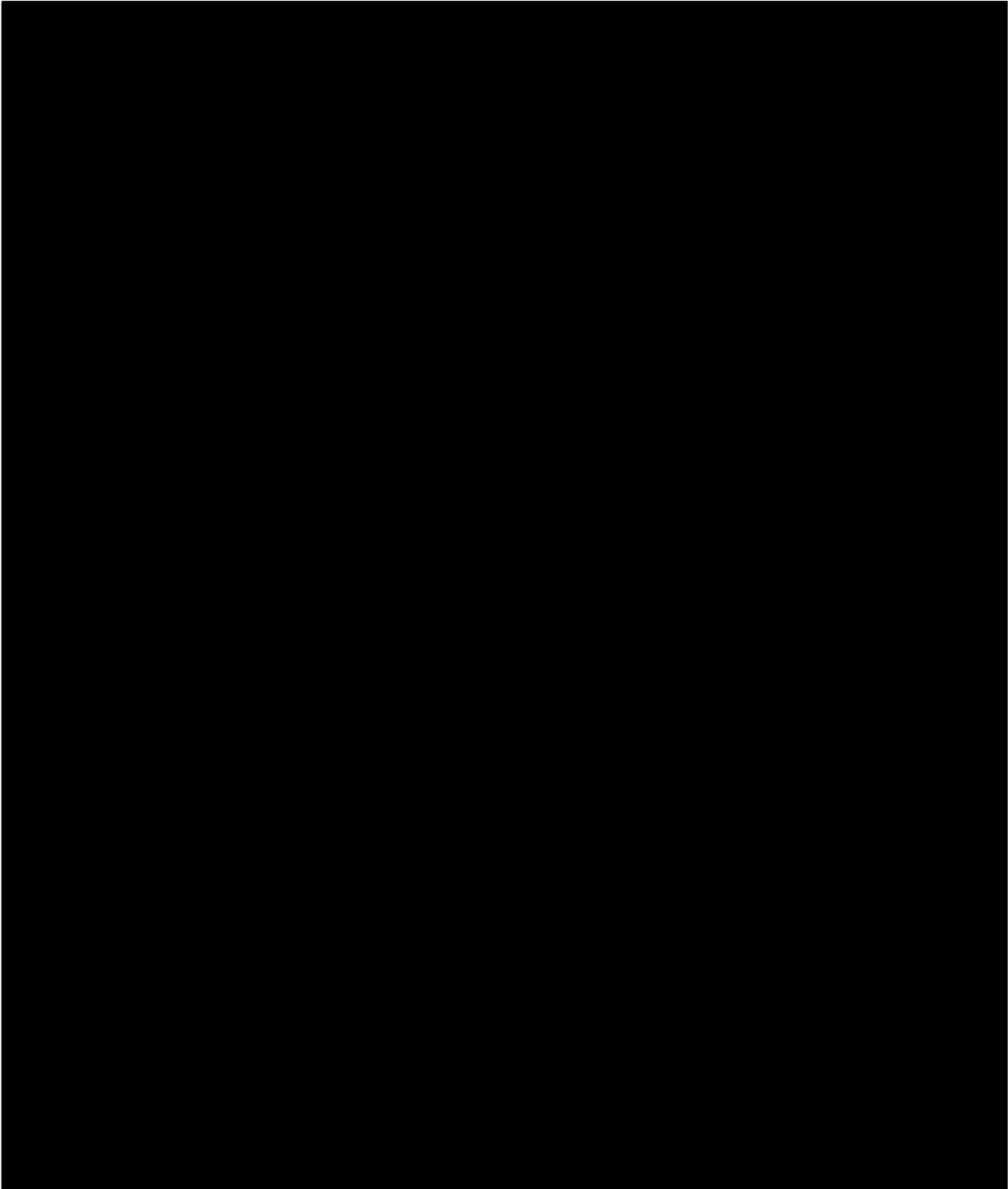
Classification: Survey Department Manager

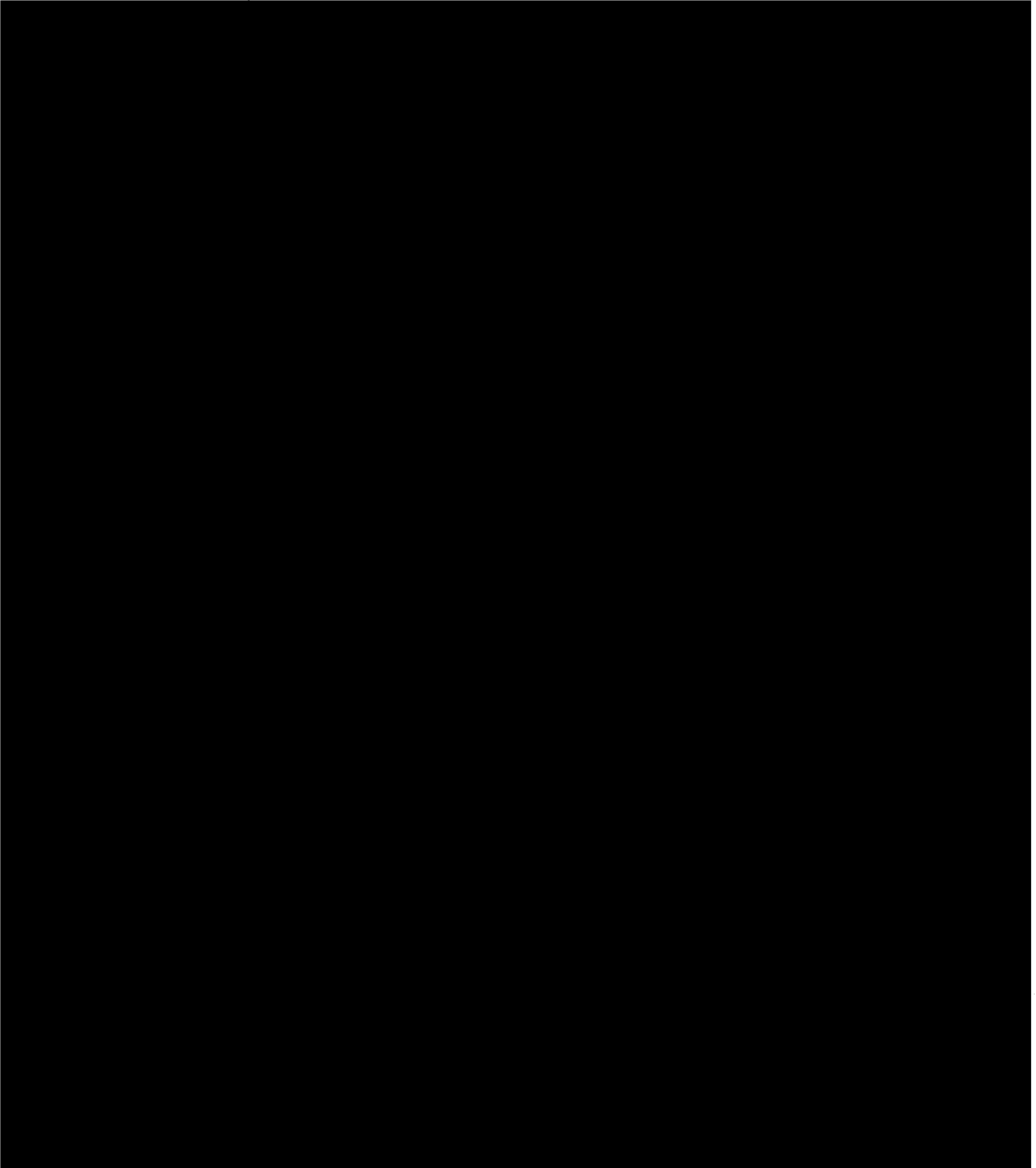
Name: _____

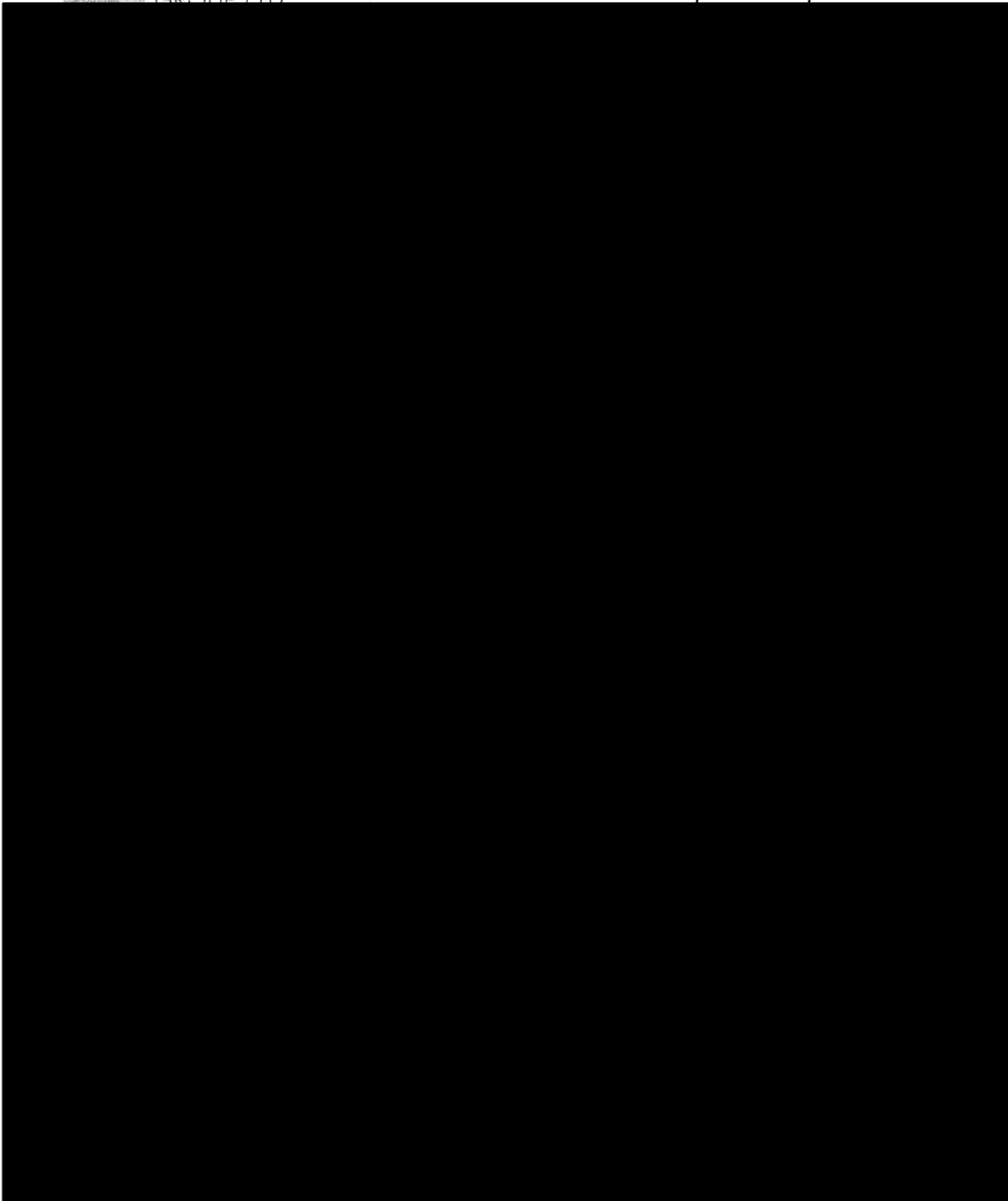
Classification: _____

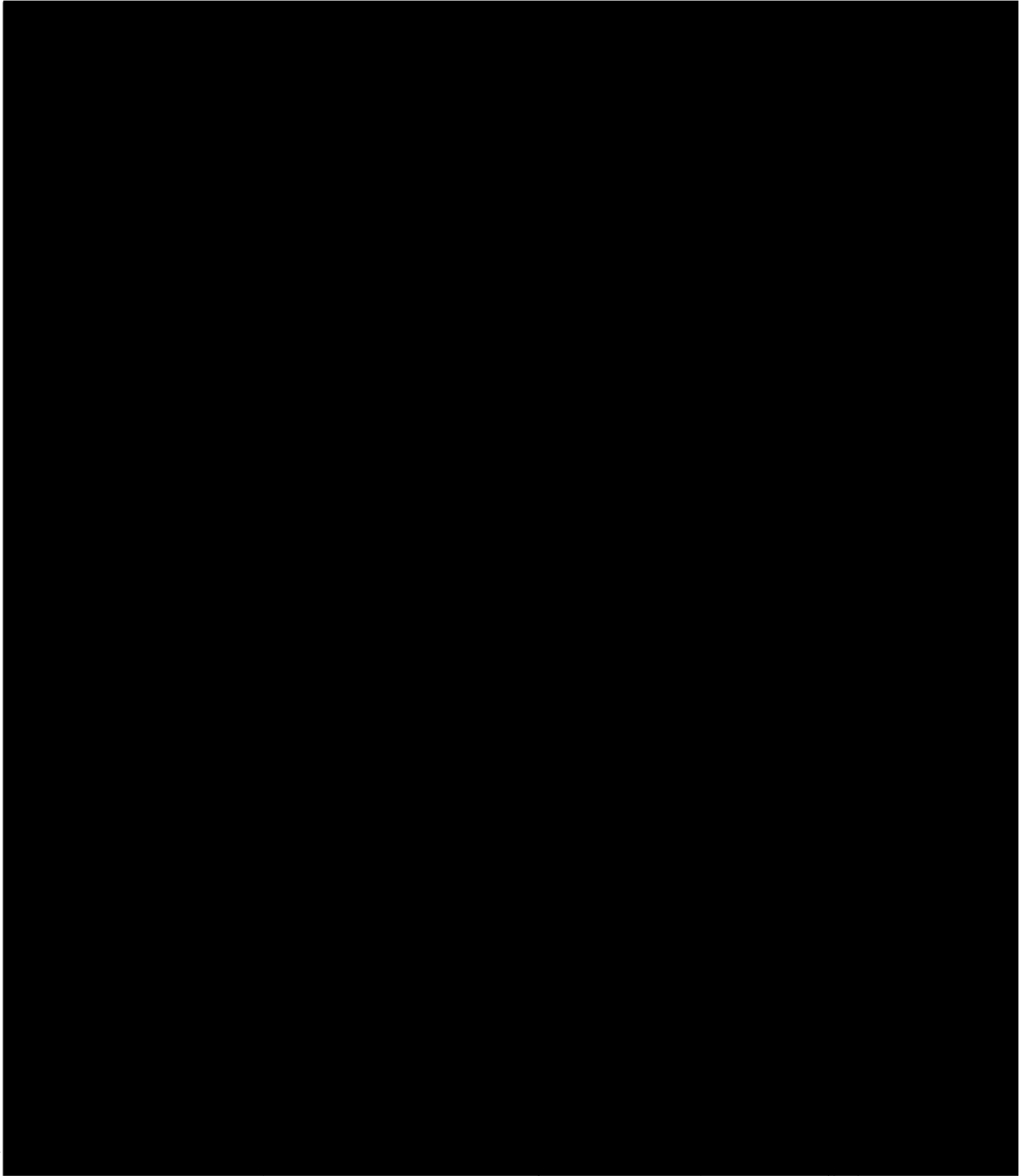
Name: _____

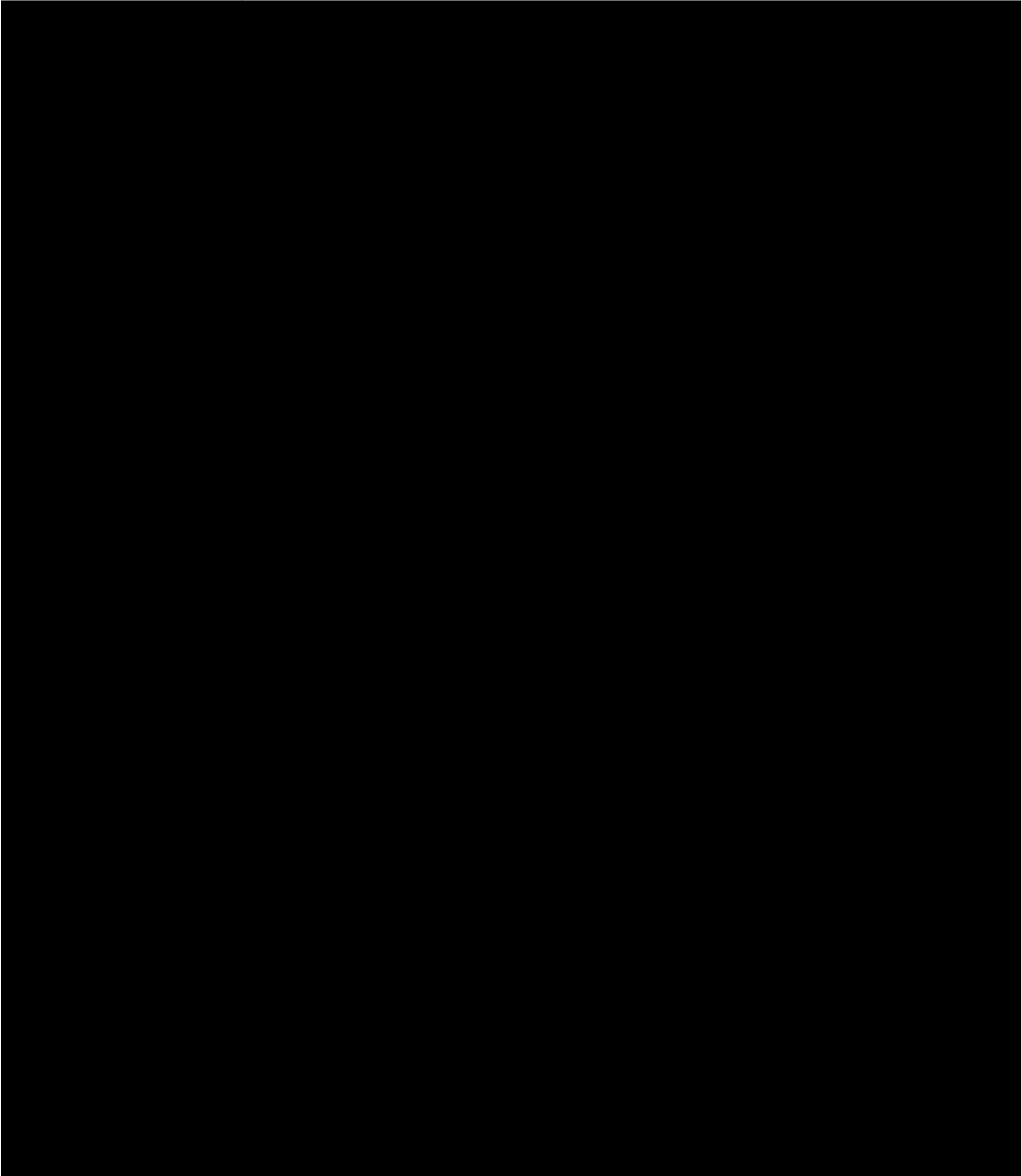
Classification: _____

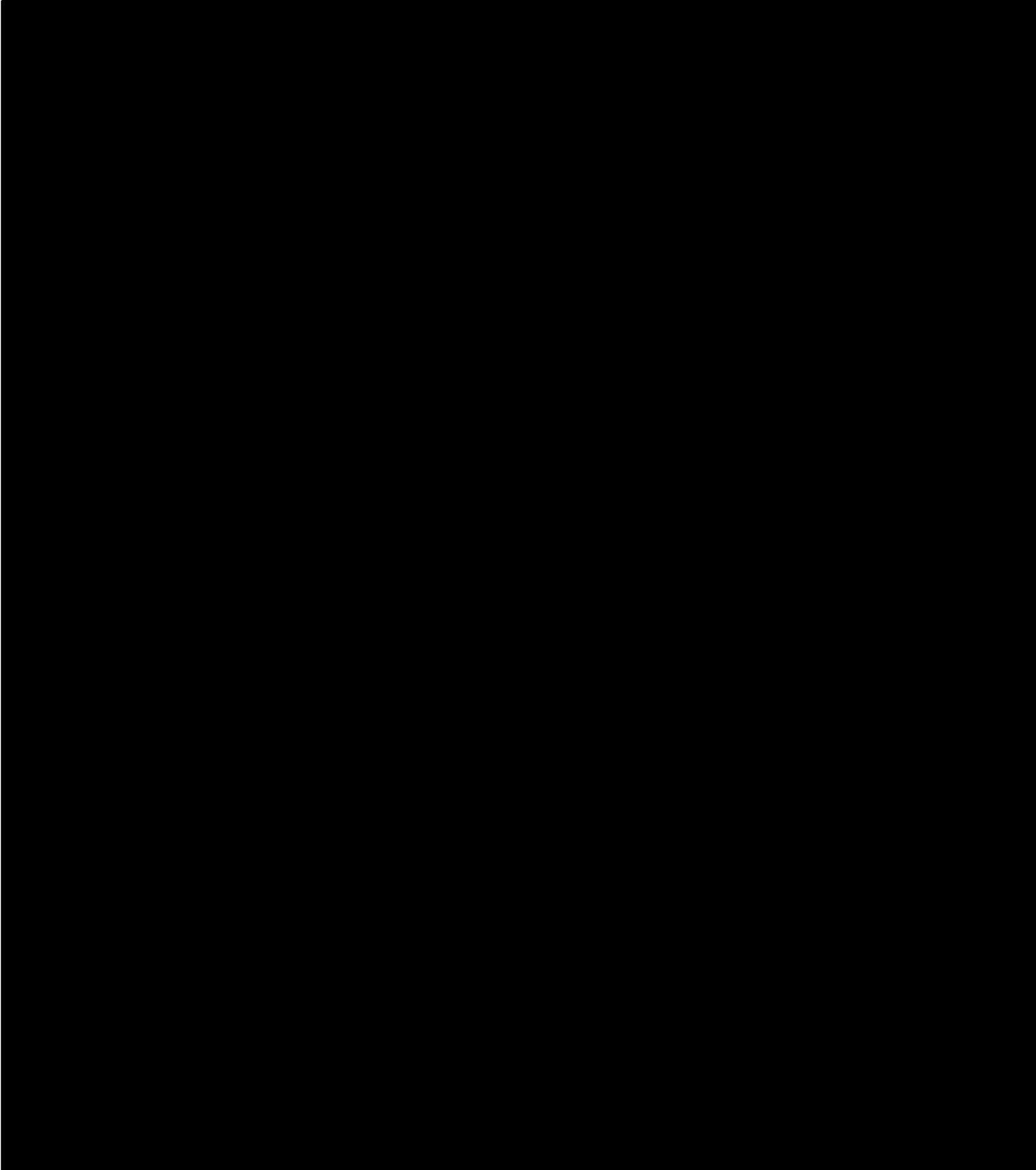


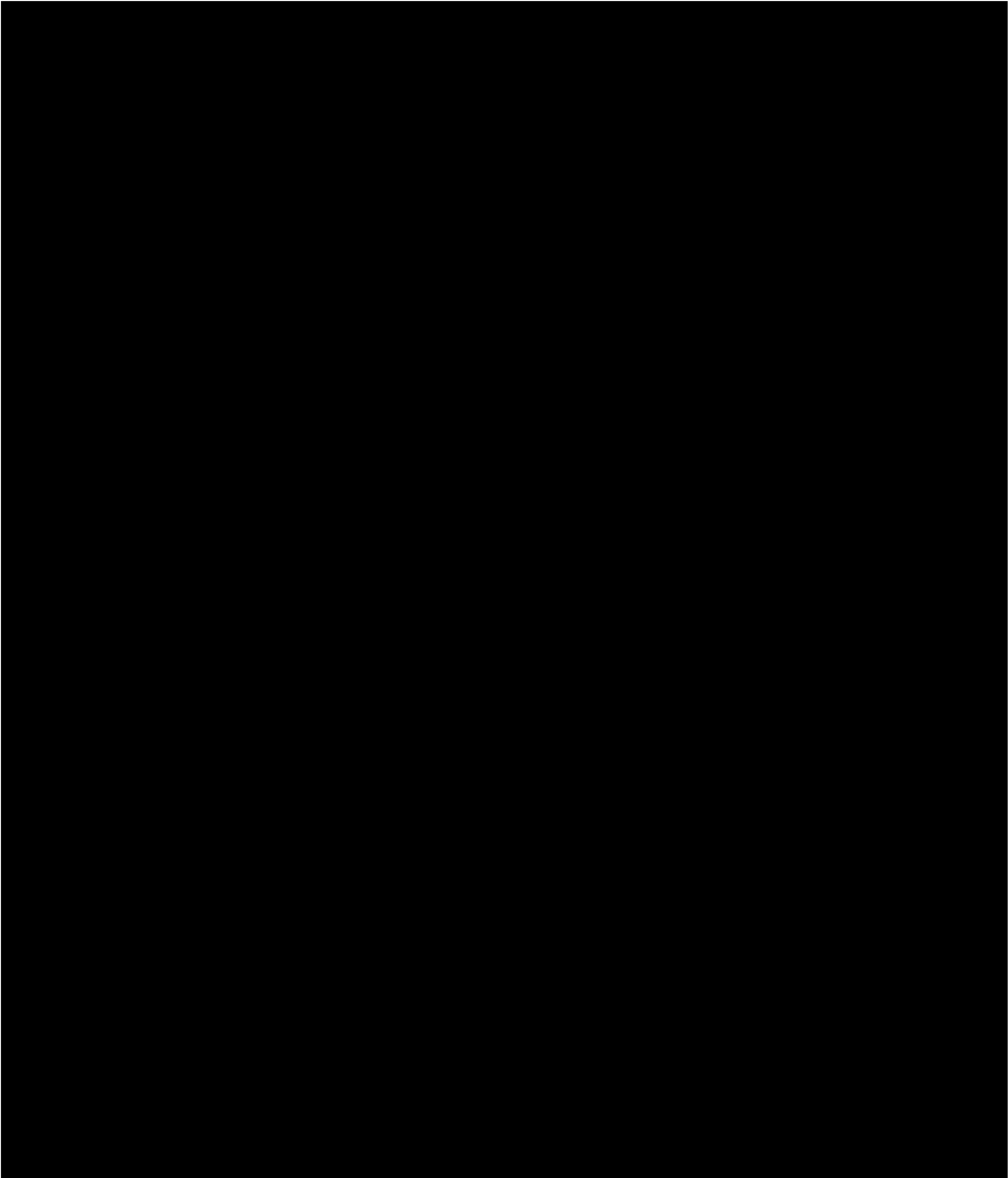


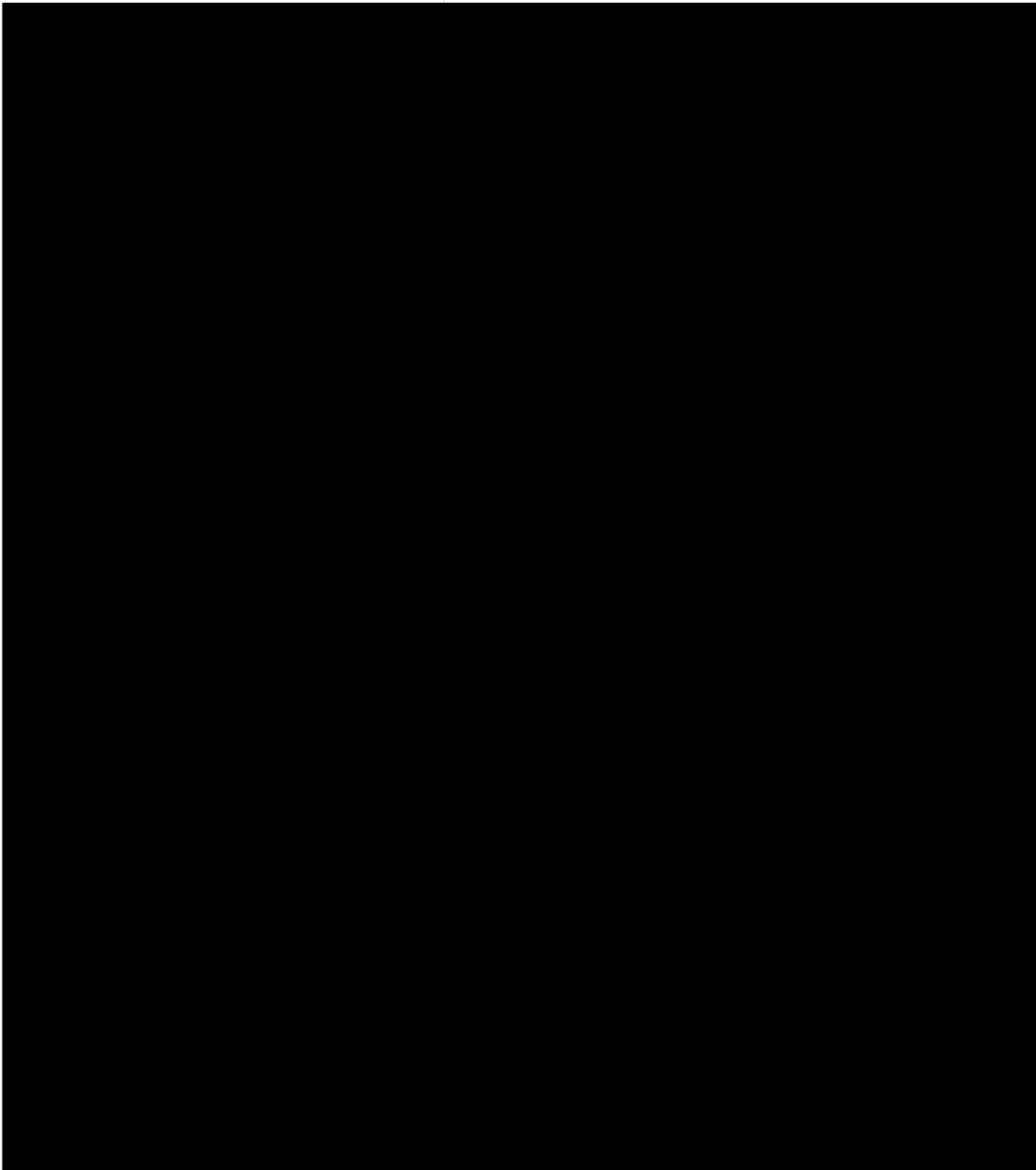












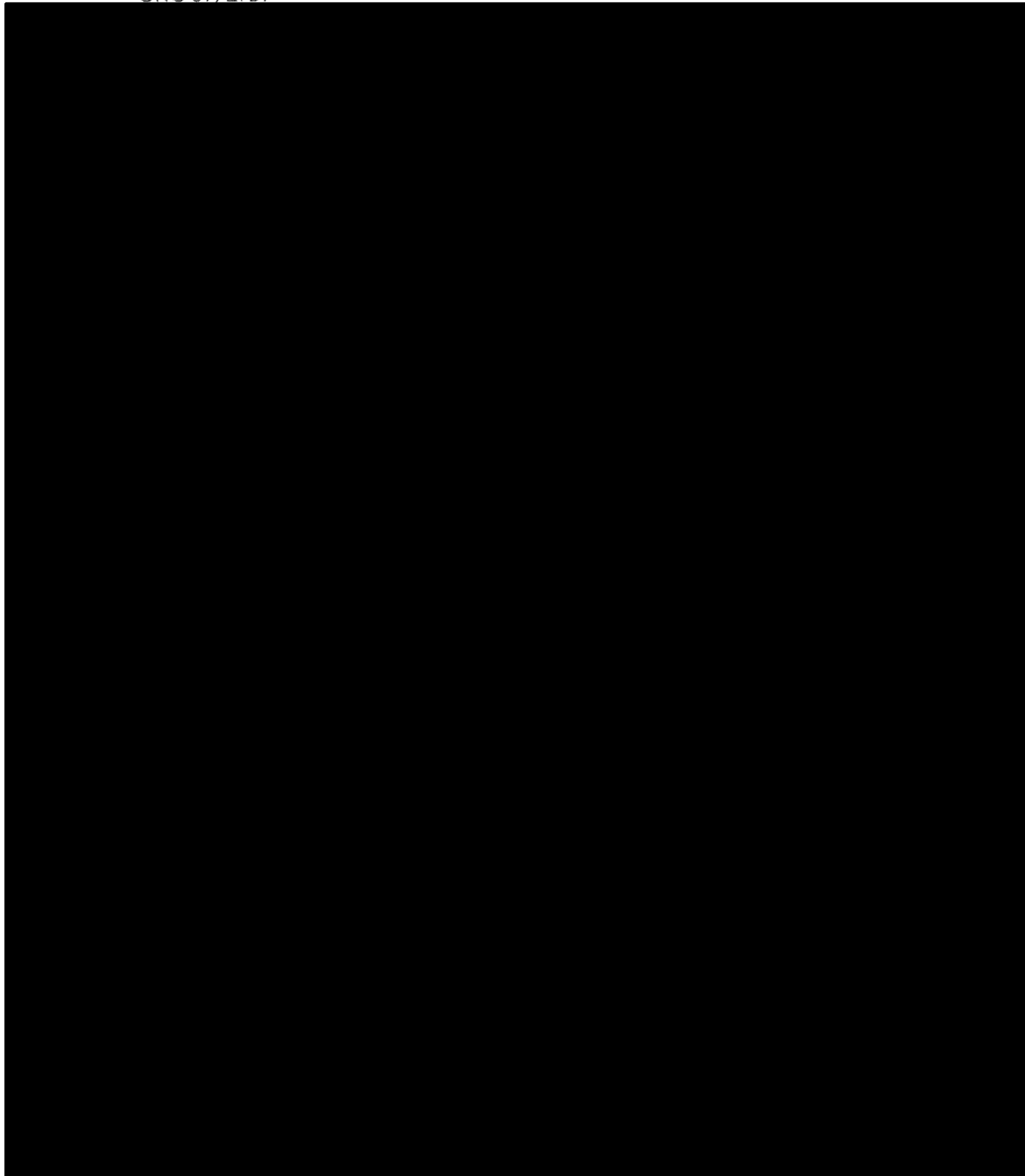


EXHIBIT F

Contract No. I-17-4304

Atlas Engineering Group, Ltd.

SCOPE OF SERVICES

A detailed scope of work will be defined at the time a specific project has been identified.

EXHIBIT G

Contract No. I-17-4304

Atlas Engineering Group, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PSB #14-1, Item 8 Contract# I-14-4193	Construction Management Services	\$746,903.50	\$700,000.00	5/1/2018
PSB #17-3, Item 9, Contract# I-17-4304	Design Upon Request	\$600,000.00	\$600,000.00	9/30/2022
P-91-117-14/PTB 171, Item 5	Phase I Various Traffic Count Data & Crash Reports	\$1,000,000.00	\$257,676.27	9/28/2018
HPR-66-001-16/PTB 177, Item 16	Field Collection of Traffic Data	\$1,500,000.00	\$722,221.20	12/31/2017
D_91-128-12/PTB 161, Item 8	Various Routes District 1, Various Design Services, Phase II	\$46,000.00	\$3,200.00	6/1/2017
P-91-216-15/PTB 175, Item 03	Various Traffic Signal Projects - SCAT	\$100,000.00	\$88,214.48	12/31/2017
D-91-456-14/PTB 173, Item 20	Project Support and Management	\$80,000.00	\$48,654.70	4/6/2018
Contract #28476	Survey Support & Construction Management	\$82,000.00	\$44,401.23	9/7/2018

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

Contract Information Sheet

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

Consultant Name: d'Escoto, Inc.

Contract Number: I-17-4304

Proposal Date: 9/5/2017

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-17-4304 Consultant: d'Escoto, Inc.

Date: 9/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 11/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
11/1/2017	12/31/2017	1/1/2018	12/31/2018	1/1/2019	12/31/2019	1/1/2020
2.0	12.0	12.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0	60.0	60.0
3.33%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period		

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
1/1/2022	10/31/2022					
10.0						
60.0	60.0	60.0	60.0	60.0	60.0	60.0
16.67%						
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		

The escalation factor for this project is: 100.00%

Contract No.: I-17-4304

Consultant: d'Escoto, Inc.

Date: 9/5/2017

Escalation Factor: 100.00%
(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:		
										Escalated Average Premium Overtime Hourly Rate (See Note C to Right)		
										Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)		
										Escalated Average Premium Overtime Hourly Rate (See Note B to Right)		
										Estimated Work Hours (Including Overtime)		
										Escalated Average Hourly Rate for Classification (See Note A to Right)		
										Average Hourly Rate for Classification (See Note A to Right)		
										Tollway MAXIMUM Hourly Rate for Classification		
										Tollway MINIMUM Hourly Rate for Classification		
										Tollway Classification		
										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											
No	Project Manager											
No	Senior Engineer/Planner											
No	Resident Engineer											
No	Project Engineer/Planner											
No	Staff Engineer/Planner											
No	Engineer /Accountant											
No	Senior Technical Specialist											
No	Technical Specialist											
No	Architect											
No	Realty Specialists											
No	Intern											
No	Admin/Clerical											

EXHIBIT "1"

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-17-4304

Consultant: d'Escoto, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Travis Kluegel

Project Engineer: Eric Dean

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

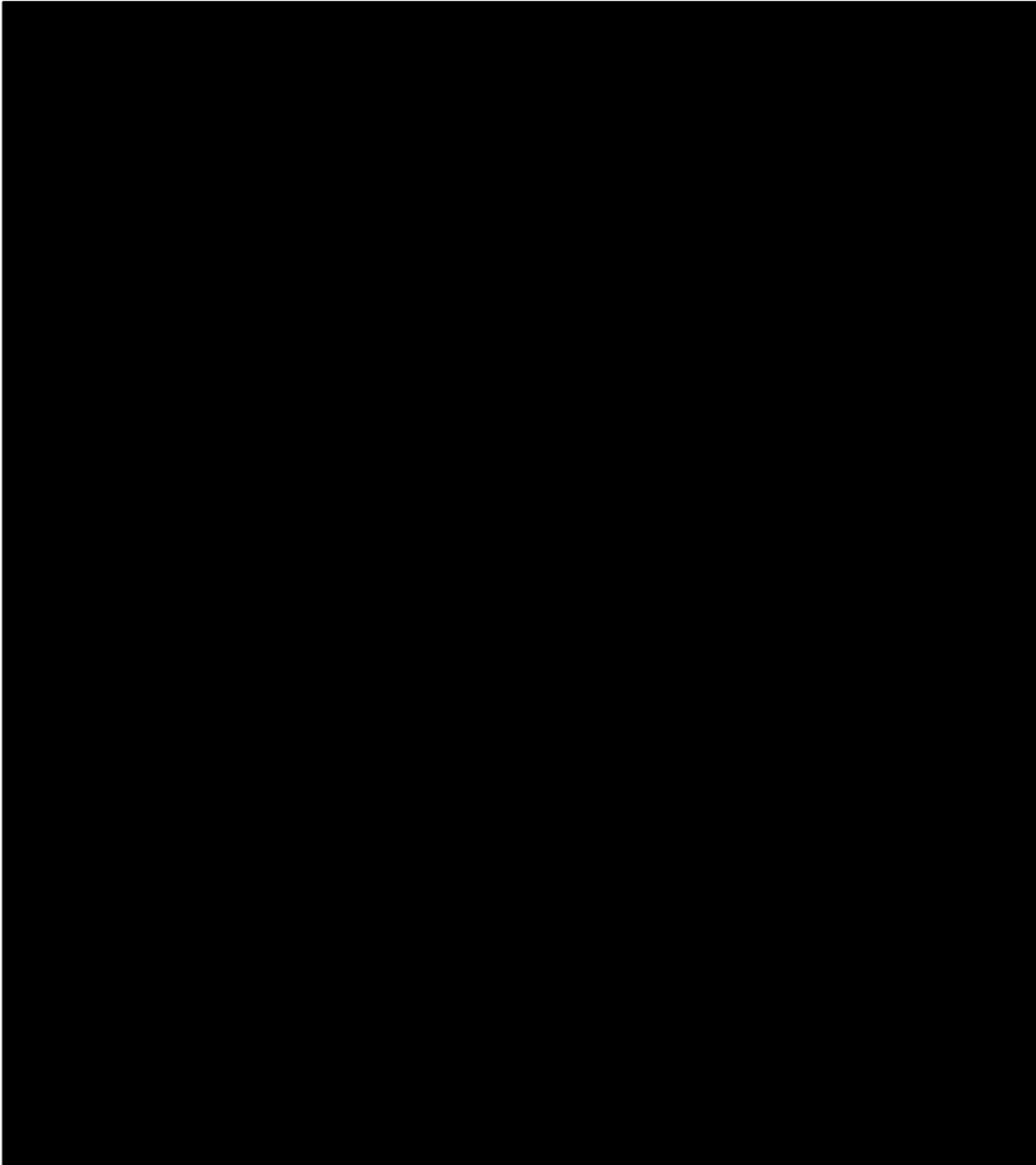
 Classification: _____

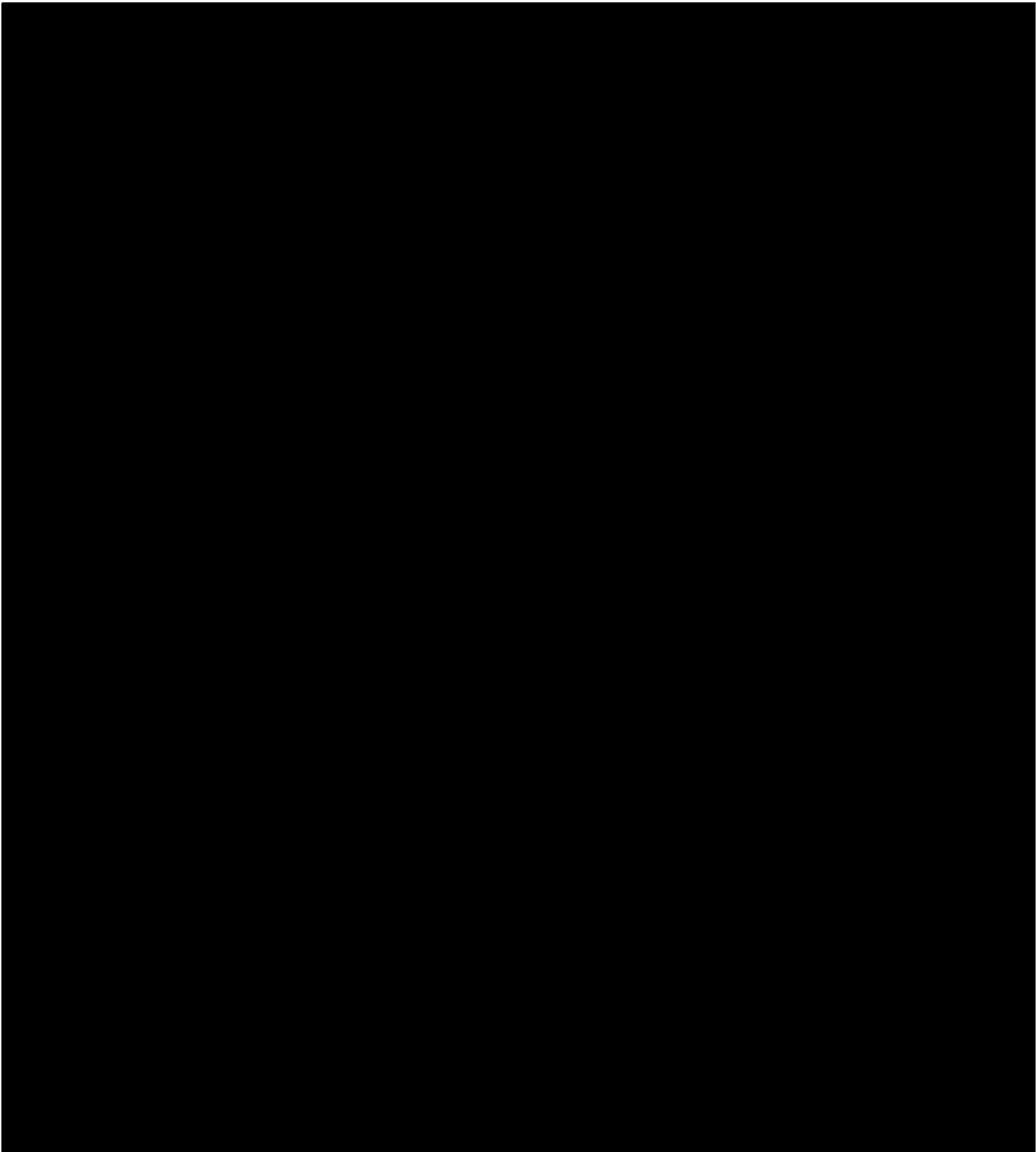
 Name: _____

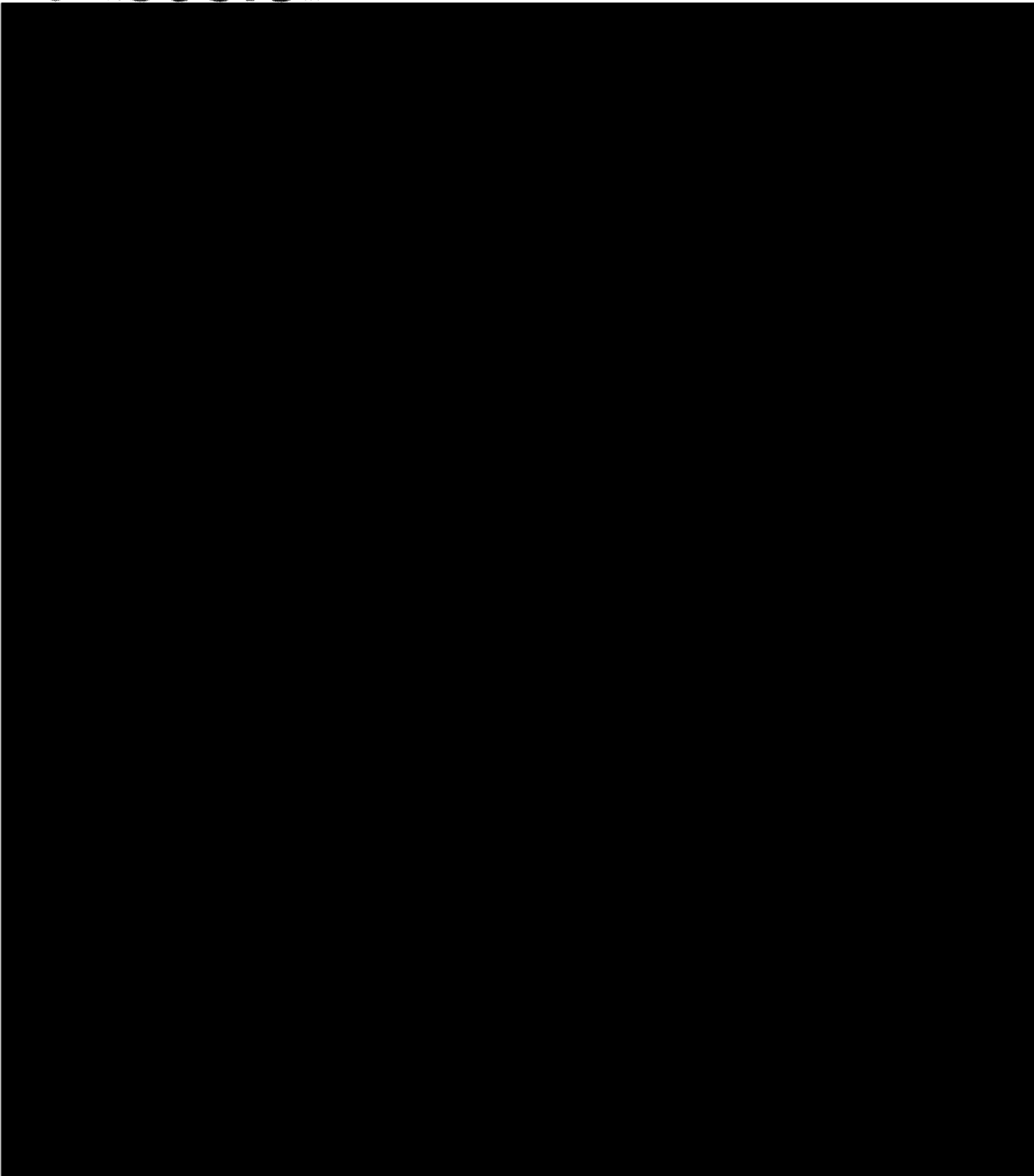
 Classification: _____

 Name: _____

 Classification: _____







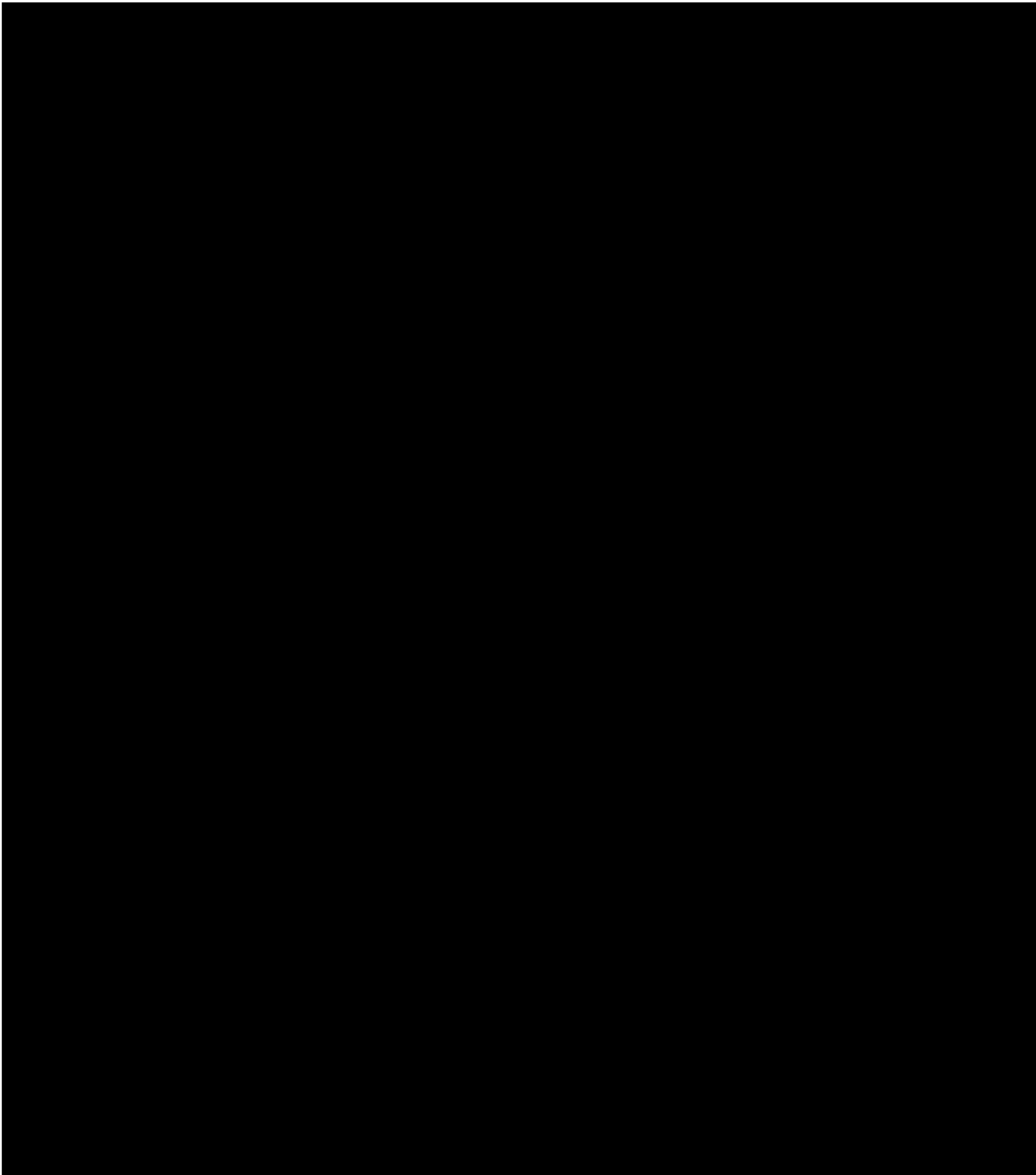


EXHIBIT F

Contract No. I-17-4304

d'Escoto, Inc.

SCOPE OF SERVICES

"A detailed scope of work will be defined at the time a specific project has been identified."

EXHIBIT G

Contract No. I-17-4304

d'Escoto, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-14-4200	Tollway Maintenance Facilities	\$600,000.00	\$131,337.00	4/30/2019
I-11-4013	Program Management (HNTB)	\$2,132,970.00	\$300,637.00	8/15/2017
I-14-4186	I-90 Construction Mgmt (Burns McD)	\$933,346.00	\$320,729.00	11/30/2017
I-14-4645	EOWA CM Services (Clark Dietz)	\$532,818.00	\$68,211.00	11/30/2017
I-14-4656	EOWA, I-294 to I-90 Tri-state(Benesch)	\$489,929.00	\$428,868.00	5/31/2019
RR-16-4253	I-88 Phase II (Lochmueller)	\$334,331.00	\$206,269.00	3/31/2018
RR-16-4256	I-355 Phase II (Patrick Eng.)	\$293,503.00	\$250,523.00	2/28/2018
I-17-4304	DUR Phase II Engineering (Epstein)	\$208,870.00	\$208,870.00	TBD
I-17-4299	EW Connector (Quiqq)	TBD		TBD
I-17-4301	St. Charles to North Ave. (BeneschJV)	TBD		TBD
RR-16-4254	Annie Glidden to IL-56	TBD		TBD
RR-17-4314	Pavement & Structural Preservation (HOH)	TBD		TBD
RR-16-4275	I-94 Roadway & Bridge Recon (Ciorba)	\$755,000.00	\$755,000.00	12/31/2019
PTB164-11	D-2 Various Phase I/II	\$0.00	\$0.00	12/31/2017
PTB169-05	D-1 Phase I Various (Rempe Sharpe)	\$230,210.00	\$171,374.00	11/30/2017
PTB162-20	D-2 Various Various Phase III CM	\$1,600,000.00	\$159,260.00	11/30/2017
PTB175-17	ADA Ramp Design Phase II (BurnsMcD)	\$19,959.00	\$14,969.00	12/31/2017
PTB176-04	Various Phase I Projects (Benesch)	\$138,189.00	\$92,126.00	12/31/2020
PTB182-08	Various Various Phase III CM	\$200,000.00	\$200,000.00	12/31/2020

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

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

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

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

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

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)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: GSG Consultants, Inc.

Contract Number: I-17-4304

Proposal Date: 9/5/2017

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-17-4304 Consultant: GSG Consultants, Inc.

Date: 9/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 11/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	2.0	12.0
60.0	60.0	60.0	60.0	60.0	12.0	60.0
3.33%	20.00%	20.00%	20.00%	20.00%	Escalation Factor First Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
1/1/2022 - 10/31/2022						
10.0						
60.0						
16.67%						
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		

The escalation factor for this project is: 100.00%

Contract No.: I-17-4304

Consultant: GSG Consultants, Inc.

Date: 9/5/2017

Escalation Factor: 100.00%
(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:	1,420.00
							Average Hourly Rate:	\$39.80
							Total Direct Labor	\$56,516.00
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	60.00		
No	Project Manager	\$40.00	\$70.00	\$54.00	\$54.00	120.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$47.00	\$47.00	280.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$40.00	\$40.00	350.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$30.00	\$30.00	220.00		
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00	\$32.00	\$32.00	310.00		
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	\$27.00	\$27.00	80.00		

EXHIBIT "1"

Contract No.: I-17-4304

Consultant: GSG Consultants, Inc.

Date: 9/5/2017

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	Principal	Sassila, Ala	\$50 - \$70
Project Manager	Project Manager	Letzel, Scott	\$40 - \$70
	Project Manager	Olson, Jay	
	Project Manager	Shah, Jigar M.	
	Project Manager	Suda, Robert	
Senior Engineer/Planner	Senior Engineer	Edgell, Dawn	\$40 - \$70
	Senior Engineer	Chandhuri, Kalyan S.	
	Senior Engineer	Shaikh, Kaleem	
	Project Manager	Thomas, Crispin	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Johnson, Charles	\$25 - \$60
	Project Engineer	Chipko, Matthew	
	Project Engineer	Jarass, Qassem	
	Project Engineer	Riad, Ossama	
	Project Engineer	Rothamer, Jeffery	
Staff Engineer/Planner	Staff Engineer	Flores, Edwin	\$20 - \$40
	Staff Engineer	Kizawi, Ameer	
	Staff Engineer	Votava, Jeffery	
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	Inspector	Cagney, Thaddeus	\$15 - \$50
	Inspector	McCoy, David	
	Inspector	Oliver, Lindsey	
	Inspector	Mottani, Imran	
	Inspector	Rowe, Joshua	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrator	Garman, Hala	\$8.25 - \$40
	Administrator	Zarco, Petra	

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.

In-House Drilling Unit Price Schedule

Job/Prop No. I-17-4304
Client Tollway
Project Name
Location

Description	UOM	Unit Price
Mobilization/Demobilization (ATV H.S.A. Rig)& Service Truck	HOUR	\$450.00
Mobilization/Demobilization (Truck H.S.A. Rig & Service Truck)	HOUR	\$350.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew)	HOUR	\$12.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew) - Overtime	HOUR	\$40.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew) - Night Shift	HOUR	\$16.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew) - Night Shift Overtime	HOUR	\$48.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew) - Sunday	HOUR	\$81.00
Drill Rig Daily Rate (8 hours)	Day	\$1,450.00
Drill Rig Hourly Rate (over 8 hours)	HOUR	\$190.00
Daily Travel to and from Site	HOUR	\$275.00
Drill Rig Hourly Rate (over 8 hours)	HOUR	\$180.00
Standby Boring Access and Hauling Water	HOUR	\$275.00
Borehole Setup (Borings less than 10')	EACH	\$40.00
Hollow Stem Augering, 3 1/4" or 4 1/4"		
0 - 30'	LF.	\$11.00
30' - 50'	LF.	\$16.00
51' - 75'	LF.	\$19.00
76' - 100'	LF.	\$20.00
100' - 125'	HOUR	\$250.00
Split Spoon Sampling (2" Diameter)		
0' - 30'	EACH	\$15.50
30' - 50'	EACH	\$18.50
51' - 75'	EACH	\$30.00
76' - 100'	EACH	\$75.00
100' - 150'	HOUR	\$250.00
Shelby Tubes 0 - 50'	EACH	\$50.00
Mud Rotary Drilling Set up Charge	EACH	\$150.00
Mud Rotary (<4" Diameter)		
0' - 30'	L.F.	\$12.00
0' - 50'	L.F.	\$17.00
51' - 75'	L.F.	\$19.50
76' - 100'	L.F.	\$22.00
100' - 150'	HOUR	\$250.00
Split Spoon Sampling Mud Rotary (2" Diameter)		
0' - 30'	EACH	\$18.00
30' - 50'	EACH	\$21.00
51' - 75'	EACH	\$32.00
76' - 100'	EACH	\$97.00
100' - 150'	HOUR	\$250.00
Install & Remove 3" NW Casing (0 - 100') (if required)	HOUR	\$250.00
Install & Remove 3" NW Casing (100' - 150')	HOUR	\$300.00
Bedrock Coring Setup	L.F.	\$150.00
Rock Coring (NX size)	L.F.	\$45.00
Backfill soil cutting	LF	\$2.50
Backfill Boring (Bentonite or Grout)	L.F.	\$6.00
Rock Rotary Drilling (<4" Diameter)		
0 - 50'	L.F.	\$50.00
51' - 75'	L.F.	\$60.00
76' - 100'	L.F.	\$75.00
100' - 150'	HOUR	\$275.00
Piezometers 2" PVC Backfilled with Cuttings	L.F.	\$6.00
Fast Set 45 Concrete Patch or DOT Road & Bridge Patch Mix	Each	\$150.00
Pavement Coring - 4-8 Inch	PER INCH	\$40.00
Electric Concrete Coring Machine	DAY	\$250.00
Inclinometer Installation Including Material w/Cement & Bentonite	L.F.	\$40.00
Concrete / Asphalt Drilling (6 or 8-inch Diameter)	PER INCH	\$25.00
Concrete Coring - 4 Inch (w/Drill Rig)	PER INCH	\$20.00
Concrete Coring - 6 Inch (w/Drill Rig)	PER INCH	\$25.00
Concrete Structure Core Repair - Bridge Deck 4" to 5" Dia. X 8" to 10" Thick	EACH	\$250.00
Concrete Structure Core Repair - Culvert 4" to 5" Dia. X 3 Feet Thick	EACH	\$350.00
Generator - Night Work	DAY	\$150.00
Desander & Pump Rental for Mud Rotary Drilling	DAY	\$150.00
Decon	DAY	\$250.00

Assumptions:

-Union 150 Rates will be an hourly rate charged for all prevailing wage hours worked in addition to the regular regular footage/hourly unit rates. This is above the prevailing wages hourly rate and benefits.

GSG Material Testing, Inc.
Outside Lab Services Schedule

Job/Prop No. I-17-4304
 Client Tollway
 Project Name _____
 Location _____

Description	UOM	Unit Price
Moisture Content - AASHTO T 265	EACH	\$8.00
Atterberg Limits - AASHTO T 89 and T 92	EACH	\$85.00
Sieve analysis - IL Mod. AASHTO T 27/T 11	EACH	\$105.00
Particle Size Analysis: Sieve analysis - IL Mod AASHTO T 27/T 11 & Hydrometer analysis - AASHTO T 88	EACH	\$175.00
Moisture Density Relationship AASHTO T 99	EACH	\$180.00
Illinois Bearing Ratio (IBR) Test -per Attachment II-A of IDOT Geotechnical Manual	EACH	\$700.00
Immediate Bearing Value (IBV) Test -per Attachment II-A of IDOT Geotechnical Manual	EACH	\$300.00
UU Triaxial Compression Test - AASHTO T 296 (by AMRL inspected laboratory)	EACH	\$375.00
CU Triaxial Compression Test - AASHTO T 297 (by AMRL inspected laboratory)(3 specimens)	EACH	\$750.00
Unconfined Compression Test - AASHTO T 208 (by AMRL inspected laboratory)	EACH	\$60.00
Consolidation Test - AASHTO T 216 (by AMRL inspected laboratory)	EACH	\$275.00
Unconfined Compression Test on Rock Cores - ASTM D-2938 & includes Density & Moisture Content	EACH	\$120.00
Organic Matter Content - AASHTO T 194	EACH	\$55.00
pH Value - AASHTO T 289	EACH	\$10.00
Specific Gravity - AASHTO T 100	EACH	\$30.00
Unit Weight	EACH	\$45.00

Contract No.: I-17-4304

Consultant: GSG Consultants, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Jigar M. Shah

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Dawn Edgell, Kalyan S. Chandhuri

Classification: Senior Engineer

Name: _____

Classification: _____

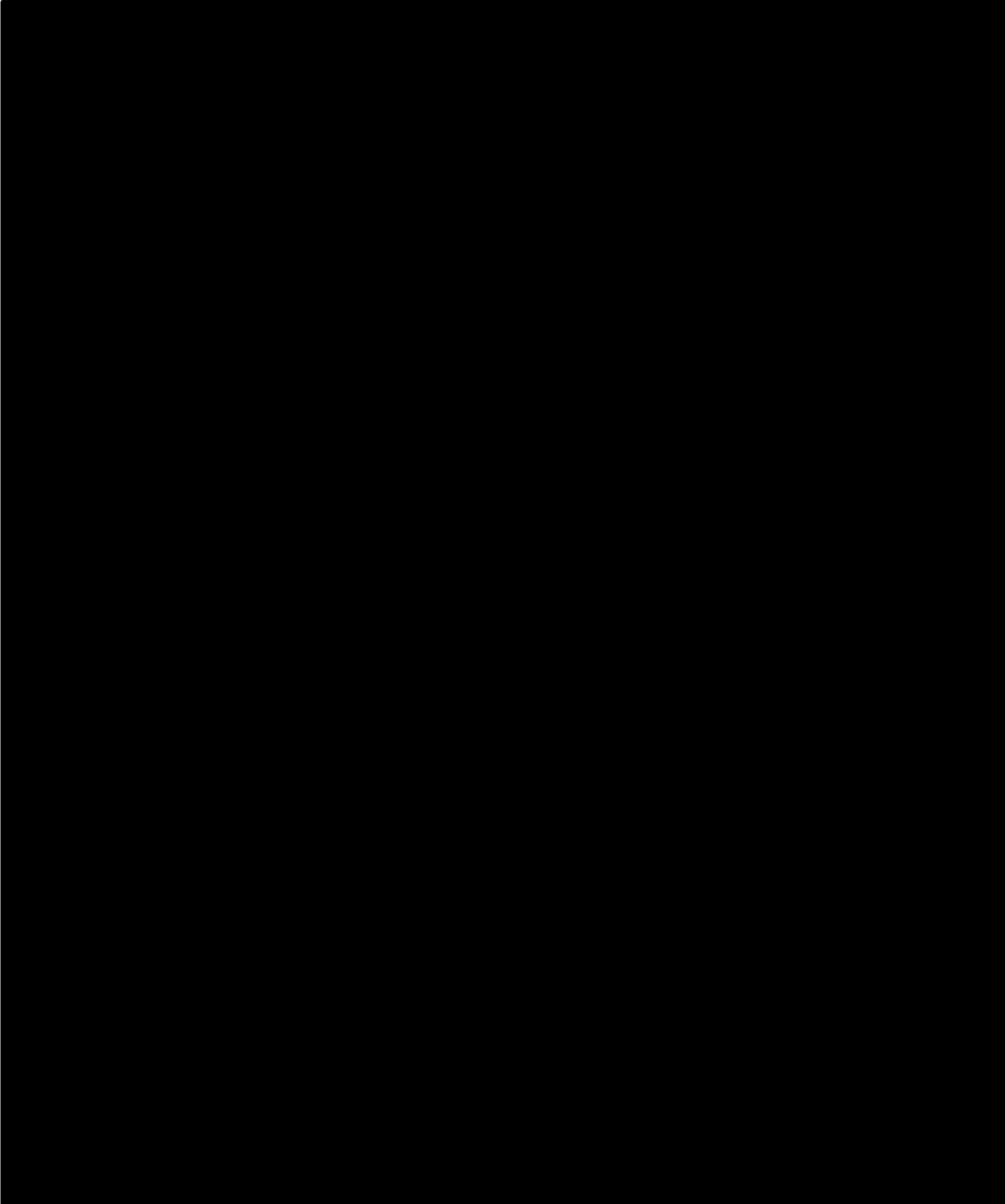
Name: _____

Classification: _____

Name: _____

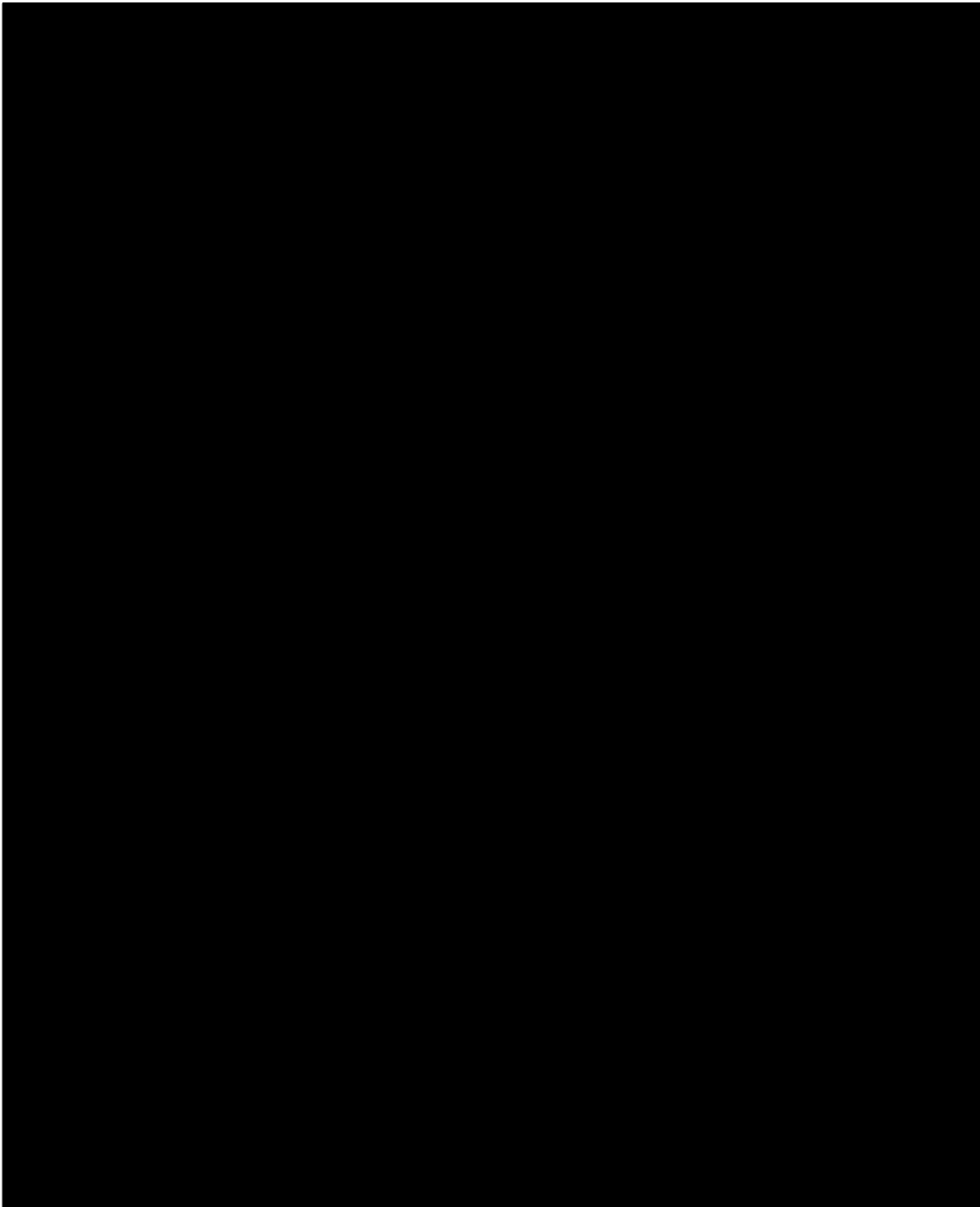
Classification: _____

Jigar M. Shah, CIH, CSP
Sr. Industrial Hygienist



Dawn Edgell, P.E.

Lead Geotechnical Engineer



Kalyan S. Chandhuri,
M.S., M.B.A., P.E.
Civil Engineer

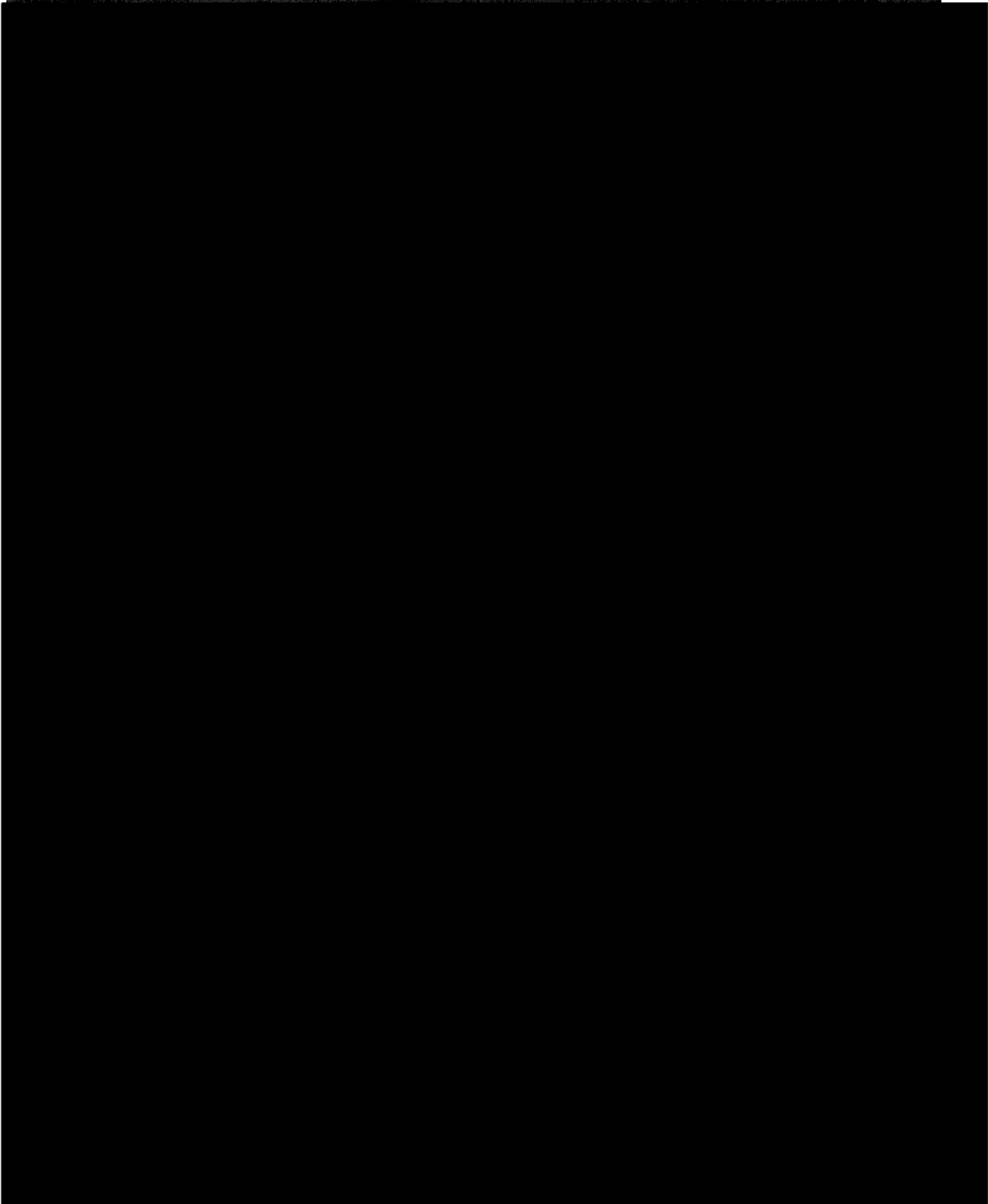


EXHIBIT F

Contract No. I-17-4304

GSG Consultants, Inc.

SCOPE OF SERVICES

A detailed scope of work will be defined at the time a specific project has been identified

EXHIBIT G

Contract No. I-17-4304

GSG Consultants, 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
Various, 4032	Environmental	\$900,000.00	\$150,000.00	12/30/2017
I-90, 4187	CM	\$1,676,368.00	\$20,000.00	8/30/2017
I-294, 4224	Geotechnical	\$1,740,949.00	\$300,000.00	12/31/2017
EOWA 4656	Geotechnical	\$1,225,000.00	\$950,000.00	12/31/2018
EOWA 4659	Assessment and CM	\$2,275,000.00	\$1,350,000.00	12/31/2018
EOWA 4657	Geotechnical	\$60,564.00	\$60,564.00	12/31/2018
4257	Environmental	\$750,000.00	\$750,000.00	12/31/2020

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)

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black;"></td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs				Services by Others				Additional Services **				Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs																					
Services by Others																					
Additional Services **																					
Total this Subconsultant (ULC)		\$	-																		

6	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black;"></td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs		\$	-	Services by Others		\$	-	Additional Services **		\$	-	Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs		\$	-																		
Services by Others		\$	-																		
Additional Services **		\$	-																		
Total this Subconsultant (ULC)		\$	-																		

2	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black;"></td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs				Services by Others				Additional Services **				Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs																					
Services by Others																					
Additional Services **																					
Total this Subconsultant (ULC)		\$	-																		

7	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black;"></td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs		\$	-	Services by Others		\$	-	Additional Services **		\$	-	Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs		\$	-																		
Services by Others		\$	-																		
Additional Services **		\$	-																		
Total this Subconsultant (ULC)		\$	-																		

3	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black; text-align: right;">\$</td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> </table>	Direct Labor	\$			Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		Total this Subconsultant (ULC)	\$	-	
Direct Labor	\$																				
Direct Costs	\$	-																			
Services by Others	\$	-																			
Additional Services **	\$	-																			
Total this Subconsultant (ULC)	\$	-																			

8	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black; text-align: right;">\$</td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> </table>	Direct Labor	\$			Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		Total this Subconsultant (ULC)	\$	-	
Direct Labor	\$																				
Direct Costs	\$	-																			
Services by Others	\$	-																			
Additional Services **	\$	-																			
Total this Subconsultant (ULC)	\$	-																			

4	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black; text-align: right;">\$</td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> </table>	Direct Labor	\$			Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		Total this Subconsultant (ULC)	\$	-	
Direct Labor	\$																				
Direct Costs	\$	-																			
Services by Others	\$	-																			
Additional Services **	\$	-																			
Total this Subconsultant (ULC)	\$	-																			

9	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black; text-align: right;">\$</td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> </table>	Direct Labor	\$			Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		Total this Subconsultant (ULC)	\$	-	
Direct Labor	\$																				
Direct Costs	\$	-																			
Services by Others	\$	-																			
Additional Services **	\$	-																			
Total this Subconsultant (ULC)	\$	-																			

5	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black; text-align: right;">\$</td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> </table>	Direct Labor	\$			Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		Total this Subconsultant (ULC)	\$	-	
Direct Labor	\$																				
Direct Costs	\$	-																			
Services by Others	\$	-																			
Additional Services **	\$	-																			
Total this Subconsultant (ULC)	\$	-																			

10	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black; text-align: right;">\$</td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> </table>	Direct Labor	\$			Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		Total this Subconsultant (ULC)	\$	-	
Direct Labor	\$																				
Direct Costs	\$	-																			
Services by Others	\$	-																			
Additional Services **	\$	-																			
Total this Subconsultant (ULC)	\$	-																			

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Jones Moore Construction & Consulting
LLC

Contract Number: I-17-4304

Proposal Date: 9/5/2017

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-17-4304 Consultant: Jones Moore Construction & Consulting LLC

Date: 9/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 11/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021		
2.0	12.0	12.0	12.0	12.0		
60.0	60.0	60.0	60.0	60.0		
3.33%	20.00%	20.00%	20.00%	20.00%		
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period		

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
1/1/2022 - 10/31/2022						
10.0						
60.0	60.0	60.0	60.0	60.0	60.0	60.0
16.67%						
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		

The escalation factor for this project is: 100.00%

Contract No.: I-17-4304

Consultant: Jones Moore Construction & Consulting LLC

Date: 9/5/2017

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

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

Total Estimated Work Hours: 1,470.00
Average Hourly Rate: \$48.54
Total Direct Labor: \$71,353.80

DIRECT COST	
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	\$60.00	200.00		
No	Project Manager	\$40.00	\$70.00	\$45.00	\$45.00	270.00		
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00	\$56.00	\$56.00	200.00		
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.00	\$45.00	800.00		
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	Reality Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00					

EXHIBIT "1"

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

None

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 209.36

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-17-4304

Consultant: LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Ali Amodi

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Anant Rajguru

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

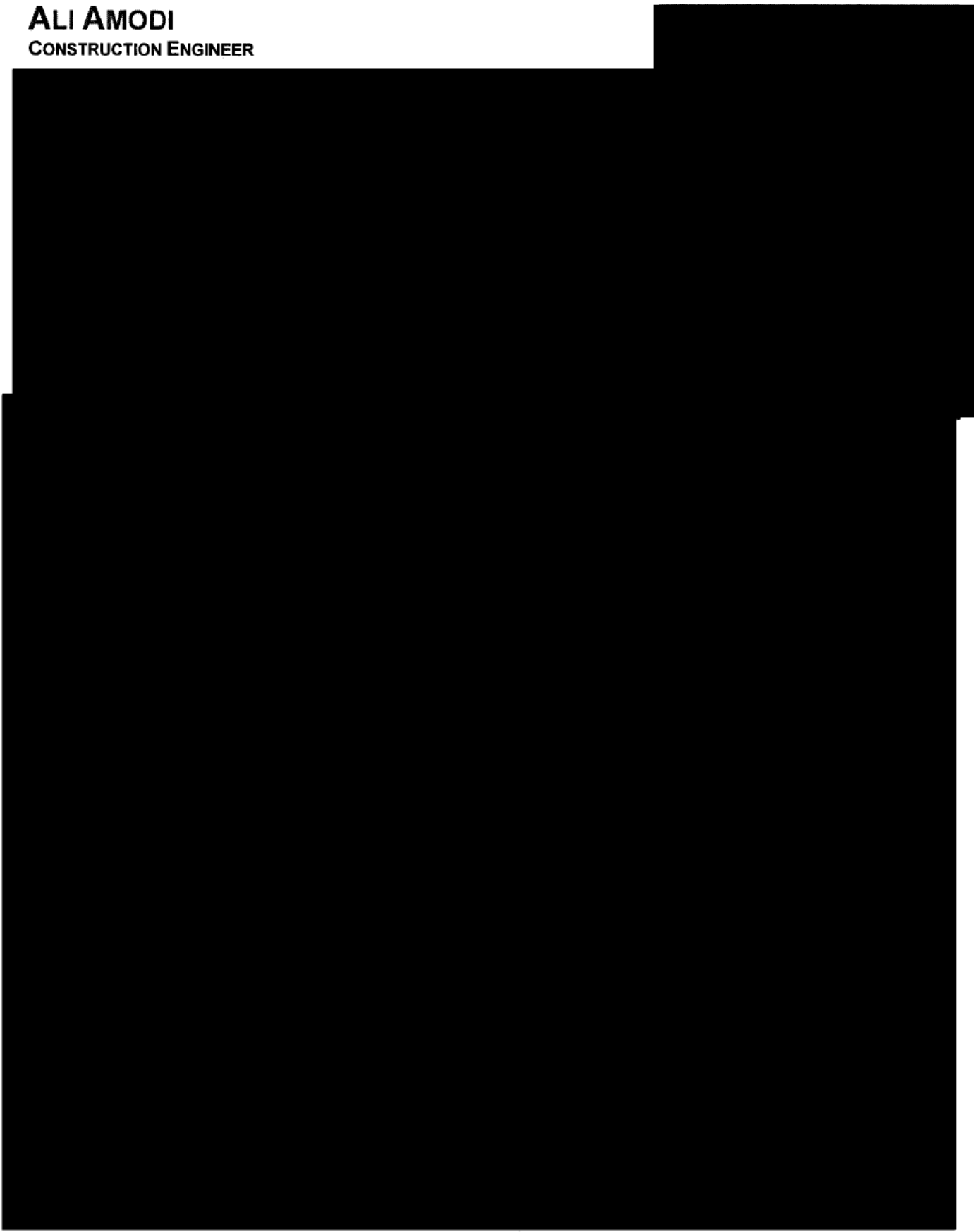
 Classification: _____

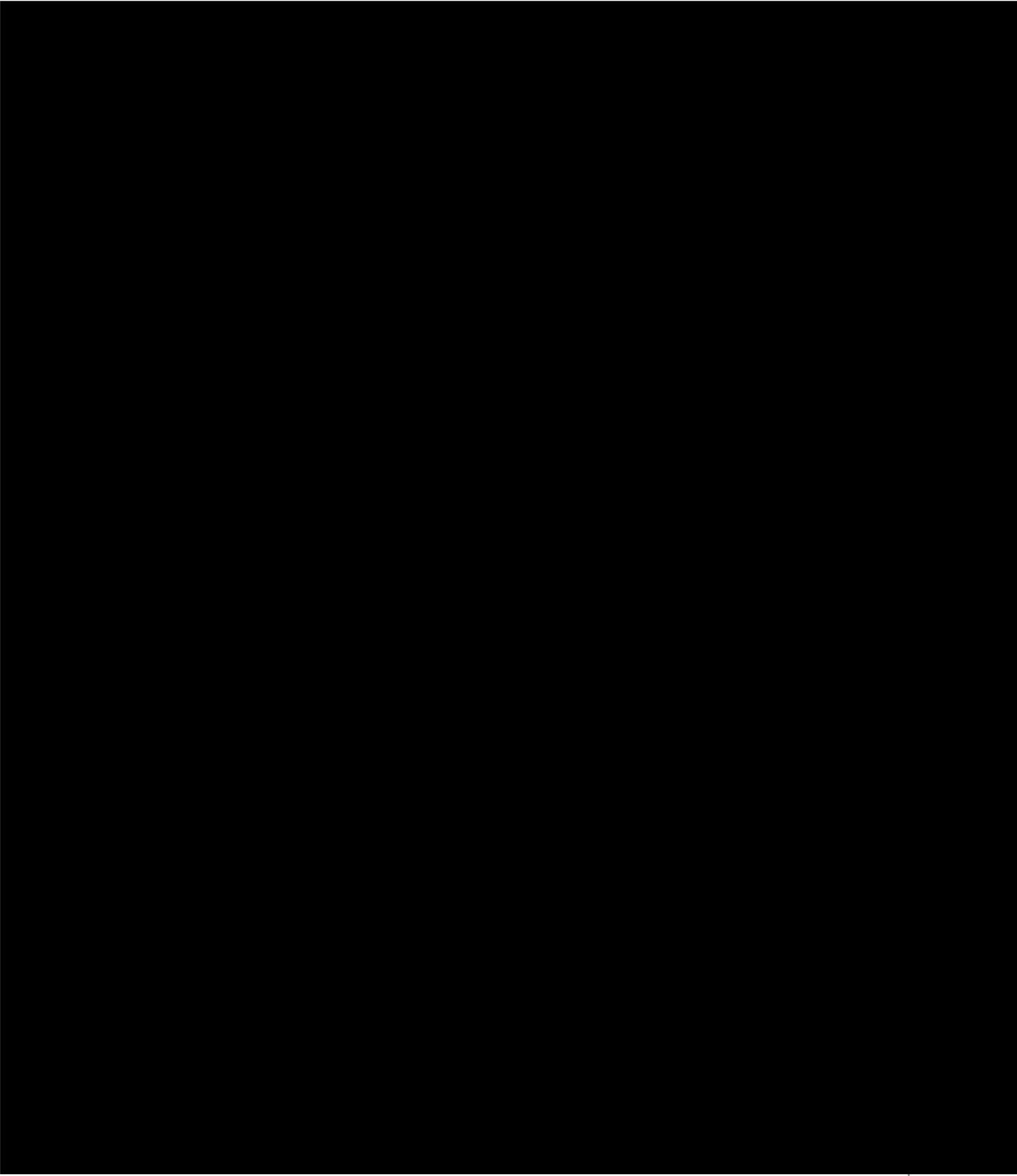
JONES MOORE

CONSTRUCTION & CONSULTING, LLC

ALI AMODI

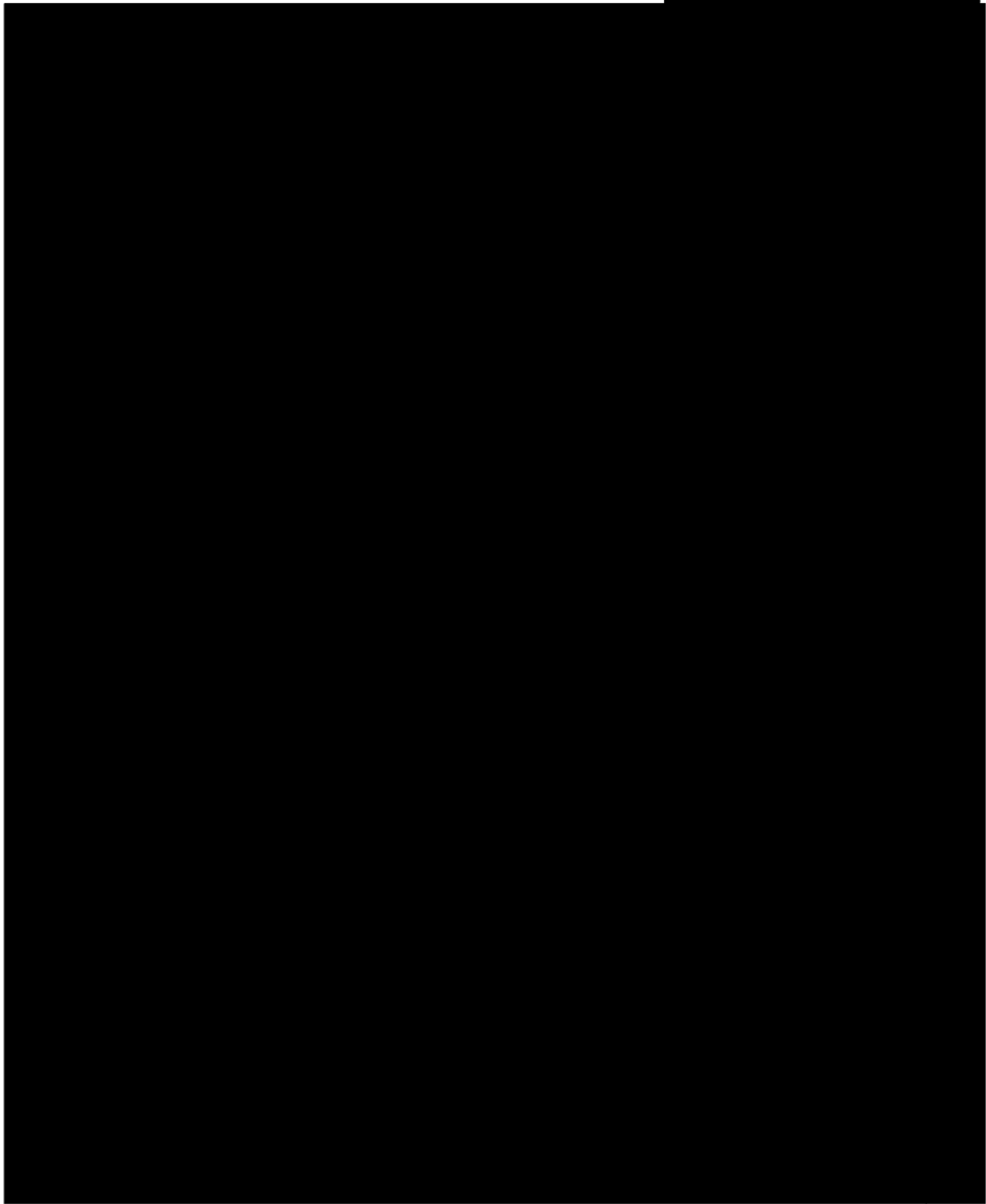
CONSTRUCTION ENGINEER





JONES MOORE
CONSTRUCTION & CONSULTING, LLC

ANANT RAJGURU
STRUCTURAL ENGINEER



ANANT RAJGURU
EXHIBIT "1"

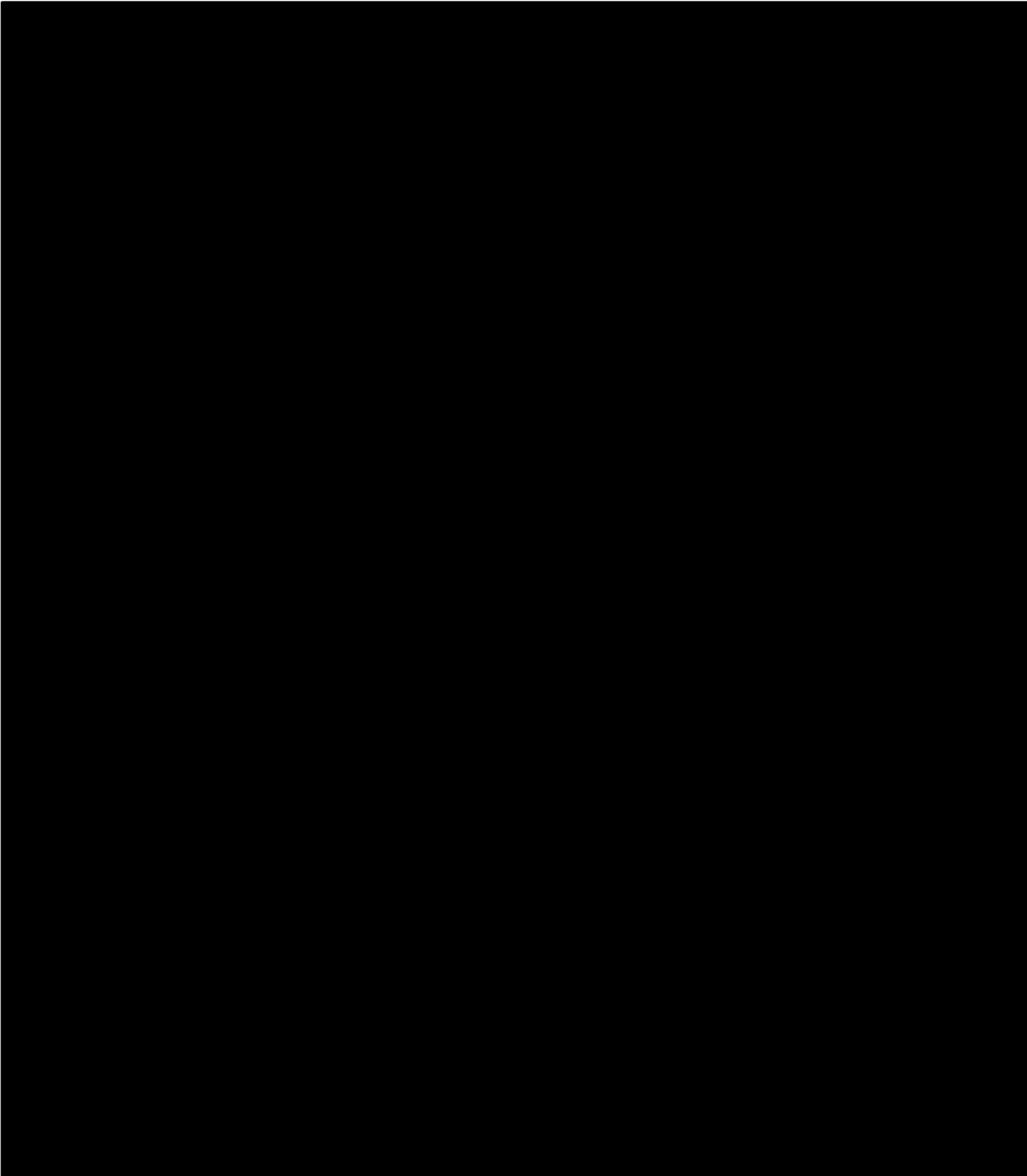


EXHIBIT F

Contract No. I-17-4304

Jones Moore Construction & Consulting LLC

SCOPE OF SERVICES

A detailed scope of work will be defined at the time a specific project has been identified

EXHIBIT G

Contract No. I-17-4304

Jones Moore Construction & Consulting 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
--------------------------------	--	--	---------------------------------------	---

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL 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: Peralte-Clark, LLC

Contract Number: I-17-4304

Proposal Date: 9/5/2017

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-17-4304

Consultant: Peralte-Clark, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Design Upon Request	24	24	24	24	24	24	24	24	24	24	24	24	24	288
TOTALS	24	24	24	24	24	24	24	24	24	24	24	24	24	288

Contract No.: I-17-4304

Consultant: Peratte-Clark, LLC

Date: 9/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 11/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021		
2.0	12.0	12.0	12.0	12.0		
60.0	60.0	60.0	60.0	60.0		
3.33% Factor First Period	20.00% Escalation Factor Second Period	20.00% Escalation Factor Third Period	20.00% Escalation Factor Fourth Period	20.00% Escalation Factor Fifth Period		

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
1/1/2022 - 10/31/2022						
10.0						
60.0	60.0	60.0	60.0	60.0	60.0	60.0
16.67% Escalation Factor Sixth Period						

The escalation factor for this project is: 100.00%

Contract No.: I-17-4304

Consultant: Peralte-Clark, LLC

Date: 9/5/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

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

<p>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</p> <p>'Yes' must be selected in Column A</p>							<p>DIRECT COST</p> <p>OVERTIME PREMIUM</p>		
<p>Total Estimated Work Hours: 1,478.00</p> <p>Average Hourly Rate: \$47.20</p> <p>Total Direct Labor: \$69,761.60</p>							<p>Total Estimated O/T Hours:</p>	<p>Average Premium O/T Hourly Rate:</p>	<p>Total Overtime Premium:</p>
<p>Classification Eligible for Premium Overtime?</p>	<p>Tollway Classification</p>	<p>Tollway MINIMUM Hourly Rate for Classification</p>	<p>Tollway MAXIMUM Hourly Rate for Classification</p>	<p>Average Hourly Rate for Classification (See Note A to Right)</p>	<p>Escalated Average Hourly Rate for Classification (See Note B to Right)</p>	<p>Estimated Work Hours (Including Overtime)</p>	<p>Escalated Average Premium Overtime Hourly Rate (See Note C to Right)</p>	<p>Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)</p>	
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	130.00			
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	\$45.00	\$45.00	1,348.00			
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						

EXHIBIT "1"

Contract No.: I-17-4304

Consultant: Peralte-Clark, LLC

Date: 9/5/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES						DIRECT COST OVERTIME PREMIUM		
<p style="text-align: center;">'Yes' must be selected in Column A</p>						<p>Total Estimated Work Hours: 1,478.00</p>		
						<p>Average Hourly Rate: \$47.20</p>		
<p>Total Direct Labor: \$69,761.60</p>						<p>Total Overtime Premium:</p>		
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	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-17-4304

Consultant: Peralte-Clark, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Jean-Alix Peralte

Classification: QA/QC Manager Roadway

Name: John A. Clark

Classification: MOT/Staging

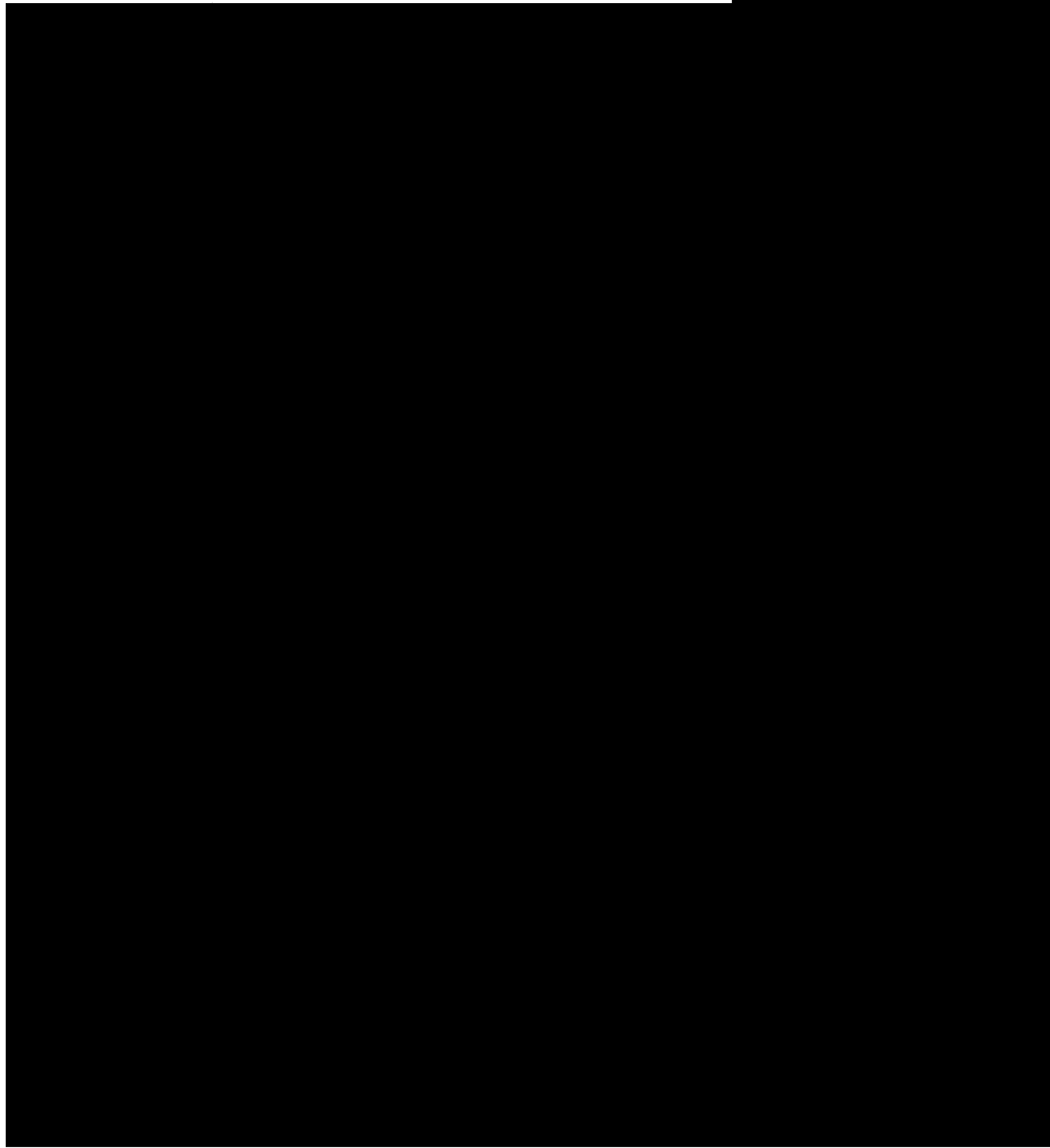
Name: _____

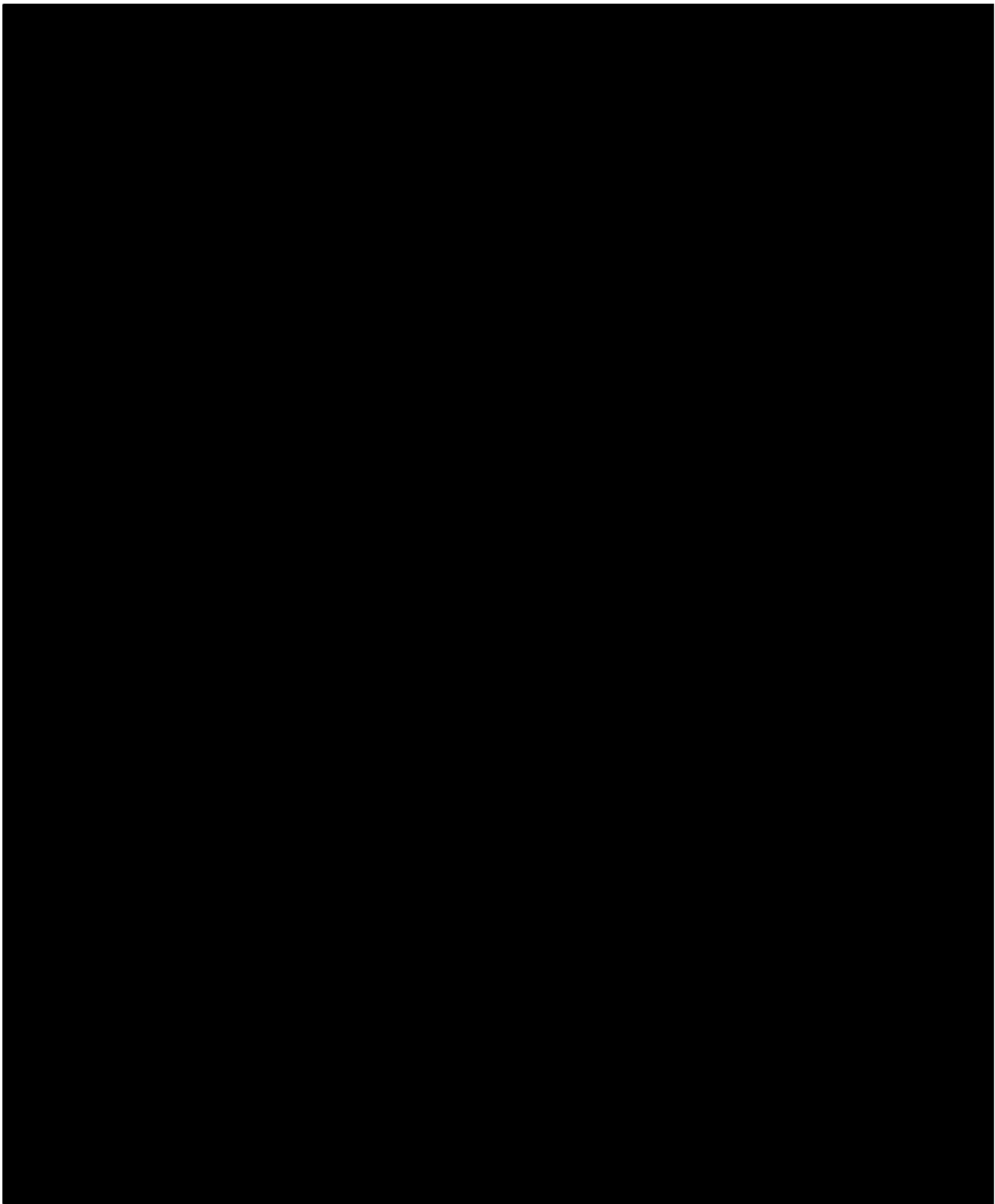
Classification: _____

Name: _____

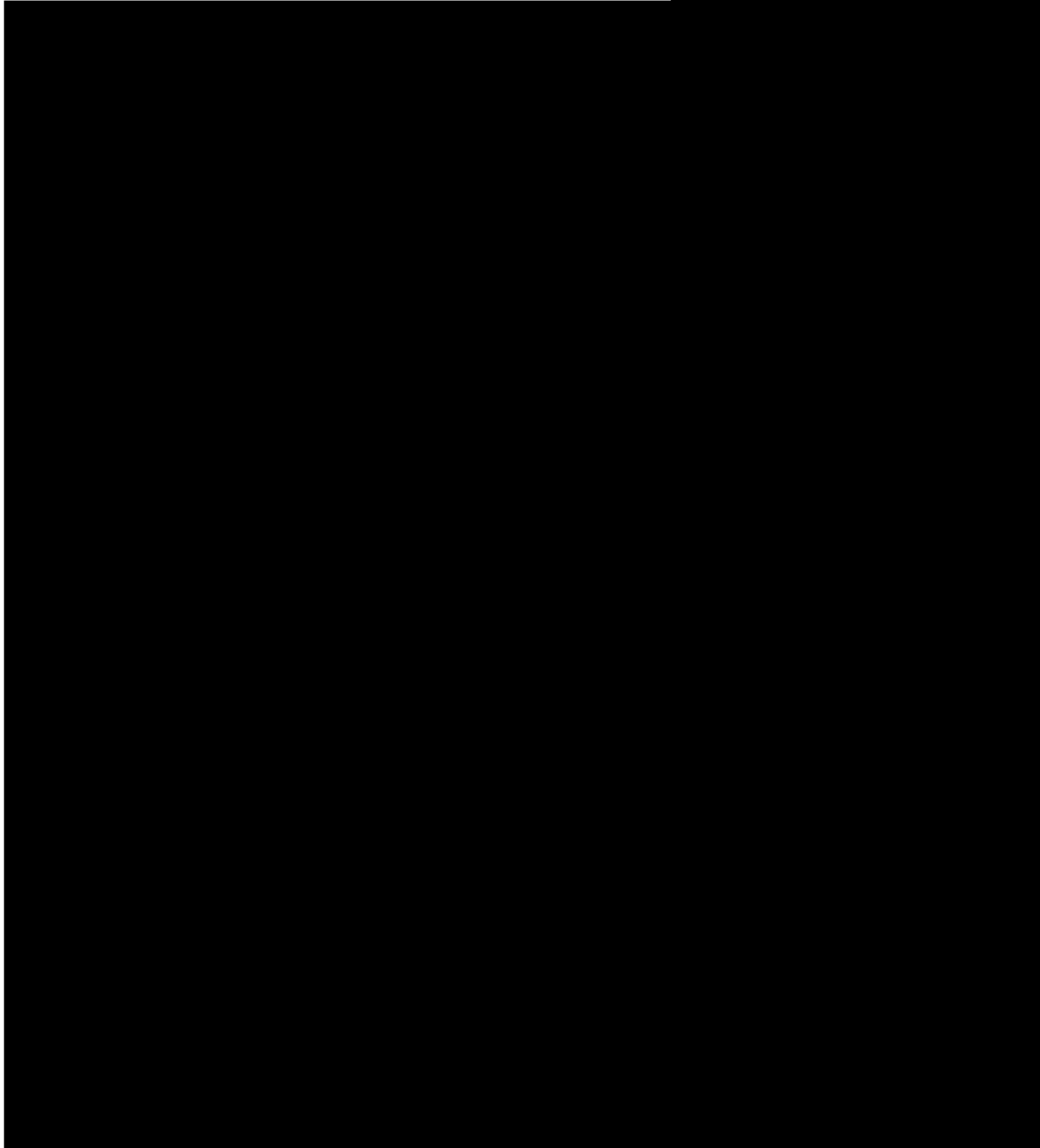
Classification: _____

JEAN-ALIX PERALTE, P.E., PTOE
SENIOR CIVIL ENGINEER





JOHN A. CLARK, P.E.
SENIOR CIVIL ENGINEER



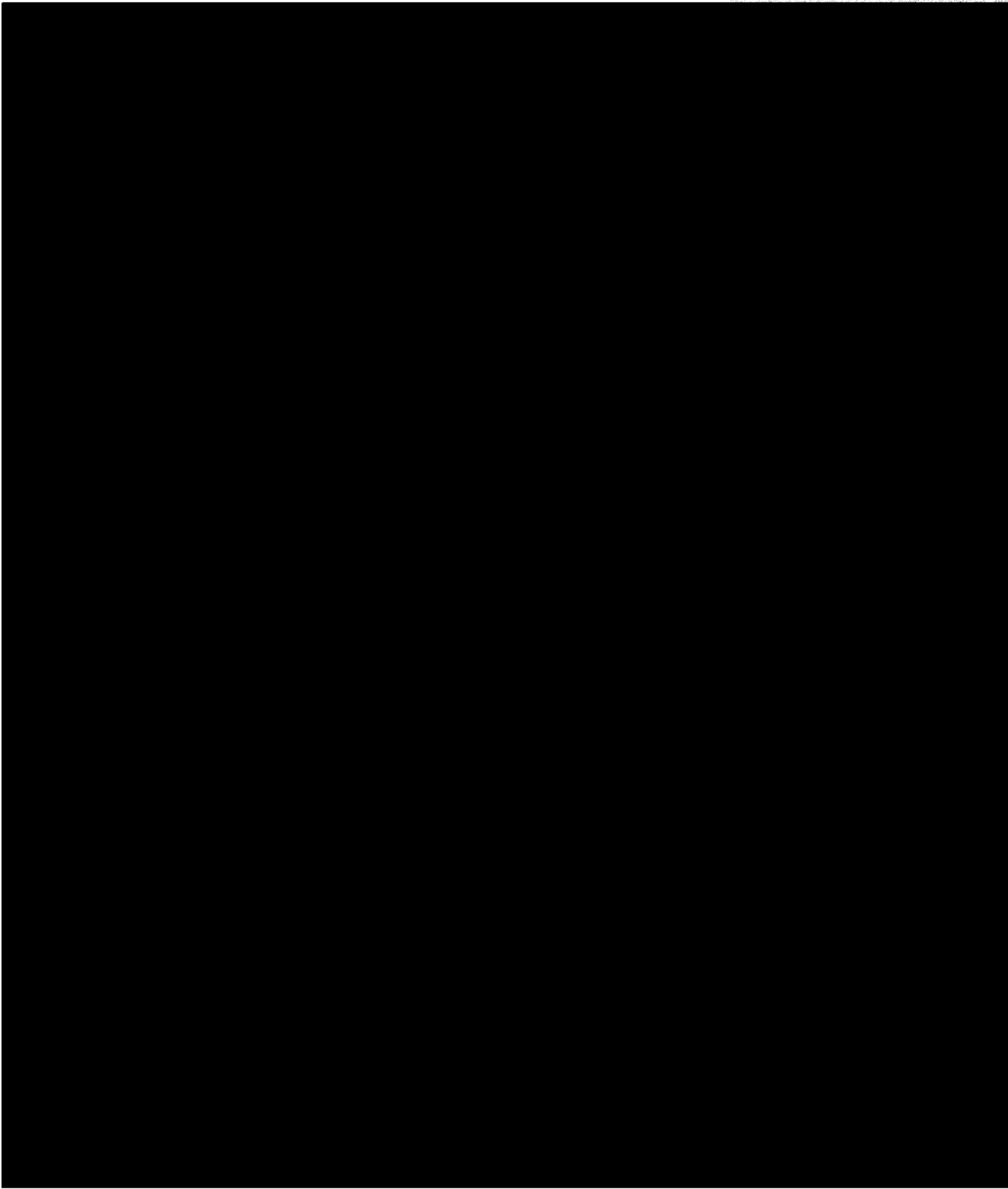


EXHIBIT F

Contract No. I-17-4304

Peralte-Clark, LLC

SCOPE OF SERVICES

A detailed scope of work will be defined at the time a specific project has been identified.

EXHIBIT G

Contract No. I-17-4304

Peralte-Clark, 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
None	None	None	None	None

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)

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-	6	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor																																	
Direct Costs																																	
Services by Others																																	
Additional Services **																																	
Total this Subconsultant (ULC)	\$	-																															
Direct Labor																																	
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
2	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-	7	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor																																	
Direct Costs																																	
Services by Others																																	
Additional Services **																																	
Total this Subconsultant (ULC)	\$	-																															
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
3	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-	8	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
4	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-	9	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
5	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-	10	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															
Direct Labor	\$	-																															
Direct Costs	\$	-																															
Services by Others	\$	-																															
Additional Services **	\$	-																															
Total this Subconsultant (ULC)	\$	-																															

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: SE3, LLC

Contract Number: I-17-4304

Proposal Date: 9/5/2017

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-17-4304 Consultant: SE3, LLC

Date: 9/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 11/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
11/1/2017	12/31/2017	1/1/2018	12/31/2018	1/1/2019	12/31/2019
2.0	12.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0	60.0
3.33%	20.00%	20.00%	20.00%	20.00%	20.00%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date
1/1/2022	10/31/2022				
10.0					
60.0	60.0	60.0	60.0	60.0	60.0
16.67%					
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	

The escalation factor for this project is: 100.00%

Contract No.: I-17-4304

Consultant: SE3, LLC

Date: 9/5/2017

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

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

										DIRECT COST	
										OVERTIME PREMIUM	
										Total Estimated O/T Hours:	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)
										Total Estimated Work Hours:	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
										Average Hourly Rate:	Average Premium O/T Hourly Rate:
										Total Direct Labor	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	\$70.00	\$70.00	12.00					
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	160.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$51.80	\$51.80	480.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$44.97	\$44.97	1,200.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$28.66	\$28.66	660.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$27.69	\$27.69	44.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$42.13	\$42.13	610.00					
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	\$22.59	\$22.59	64.00					

EXHIBIT "1"

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-17-4304

Consultant: SE3, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Brian K. Scifers

Classification: Lead ITS Engineer

Name: Keith L. Keslinke

Classification: Barrier Warrant Analysis Engineer

Name: _____

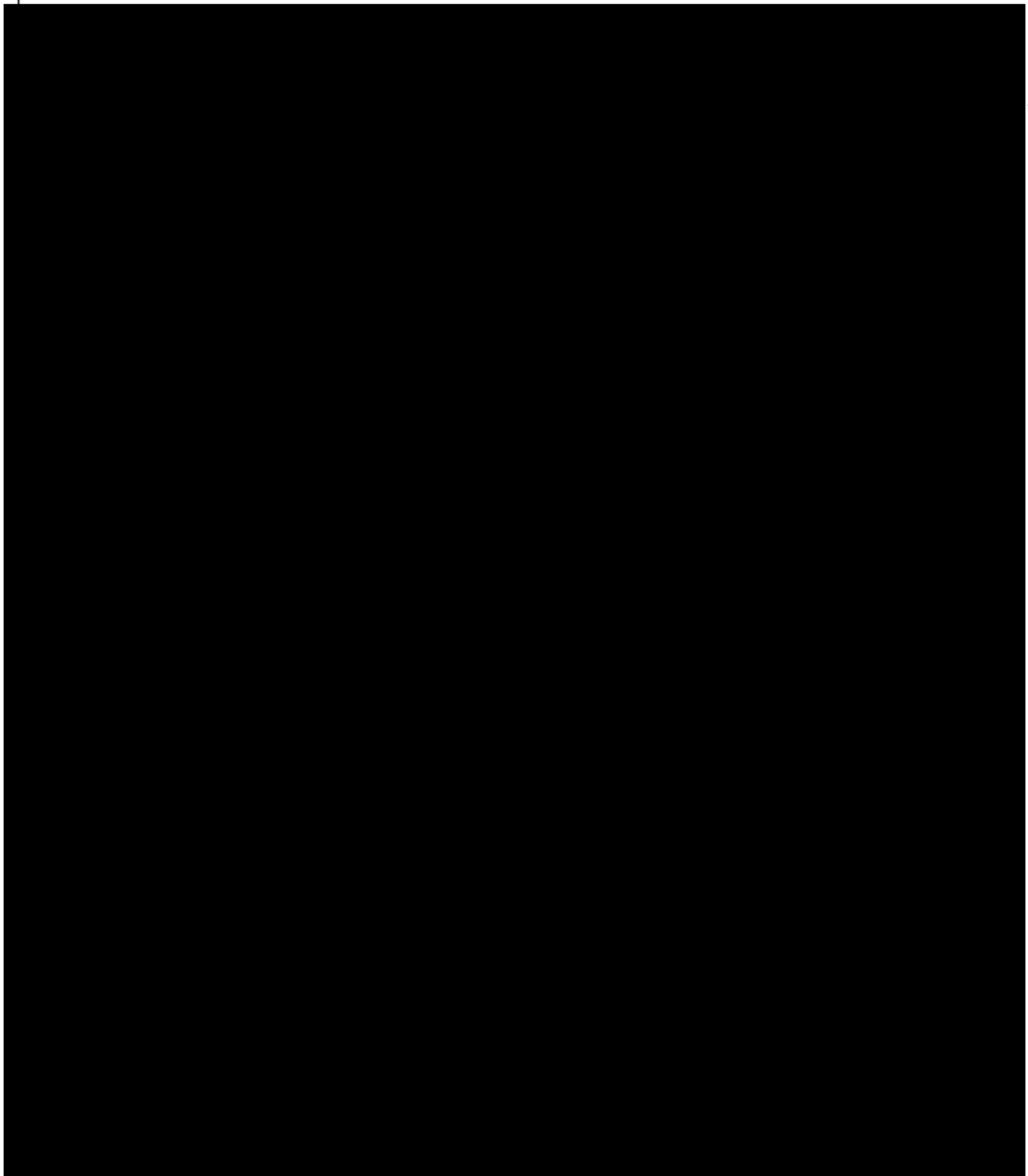
Classification: _____

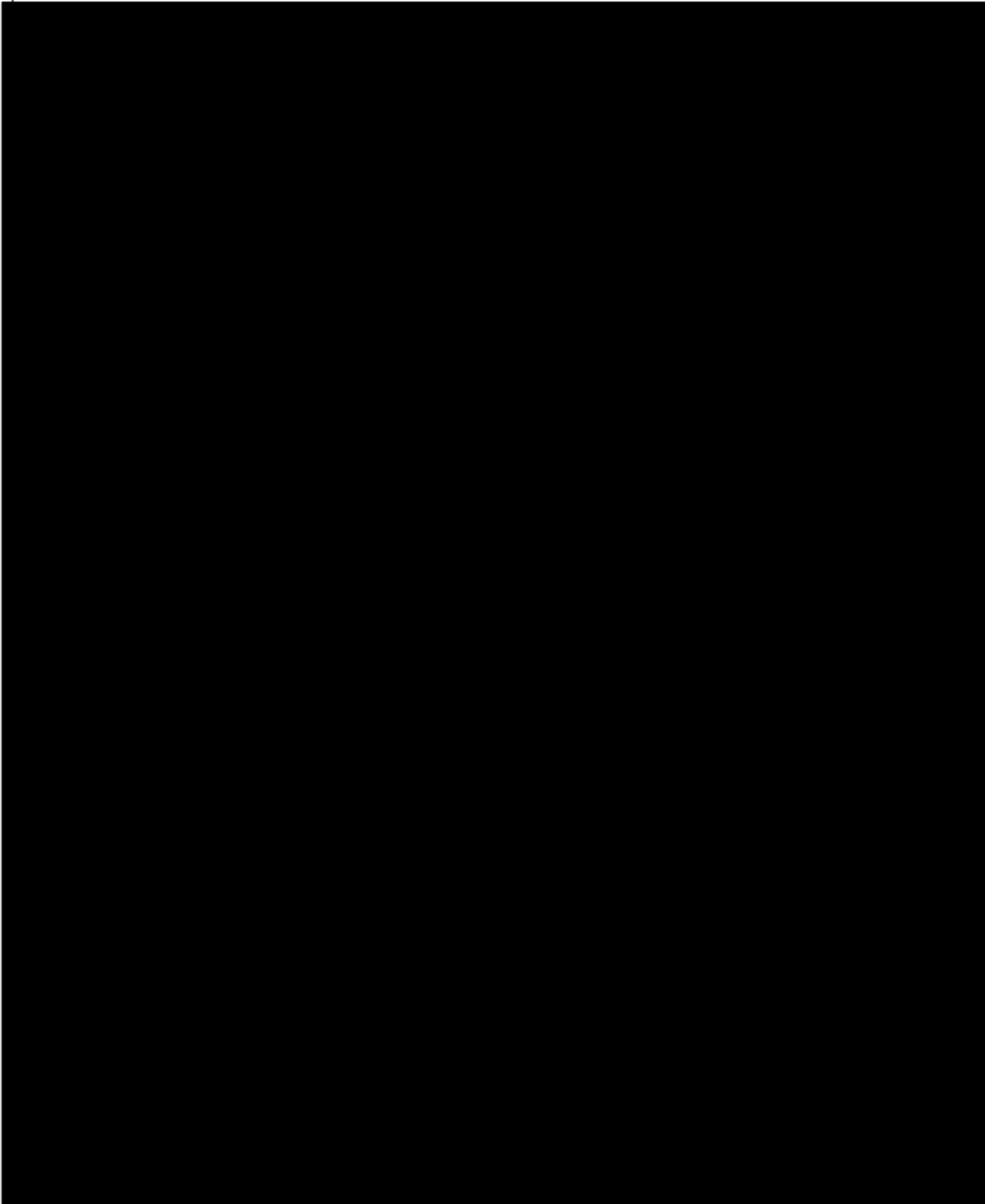
Name: _____

Classification: _____

Brian K. Scifers, P.E., PTOE

Senior Project Manager





Keith L. Keslinke, P.E.

Project Manager

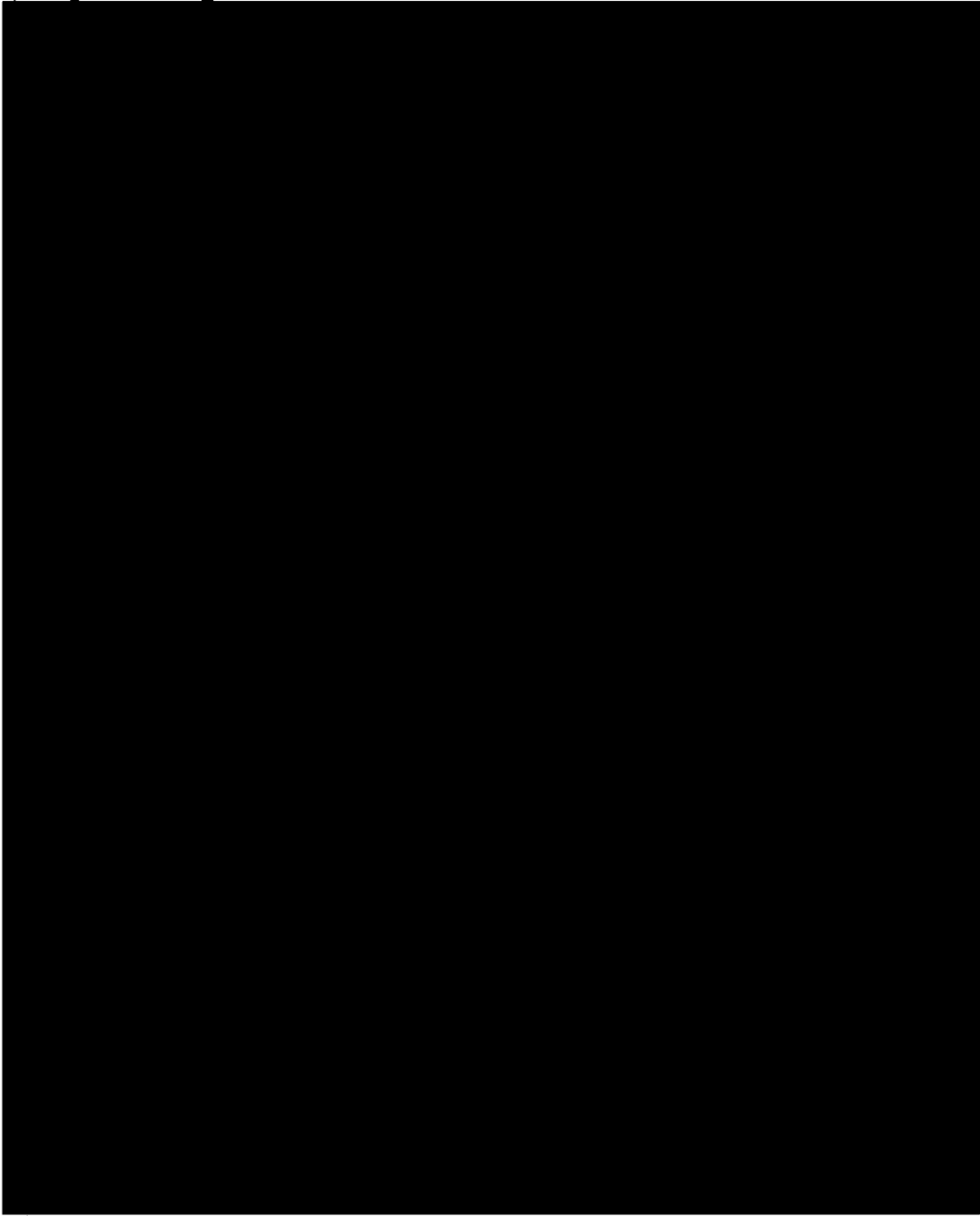


EXHIBIT F
Contract No. I-17-4304
SE3, LLC
SCOPE OF SERVICES

A detailed scope of work will be defined at the time a specific project has been identified.

EXHIBIT G

Contract No. I-17-4304

SE3, LLC

CURRENT OBLIGATIONS FOR PROJECTS

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders) (*)	Fee Remaining To Be Earned (*)	Estimated Date of Completion
RR-10-9973	Illinois Tollway, GEC Contract	\$6,696,691.21	\$616,577.23	12/31/2017
PTB 159/11	IDOT, US 45 from IL 132 to Washington ST.	TBD	TBD	TBD
P-91-346-15	IDOT, Phase I Various Geometrics Program Management	\$83,402.63	\$ 6,124.63	5/31/2019
RR-16-4265	Illinois Tollway, DCM Contract	13,315,050.50	TBD	4/01/2023
D-91-008-14	IDOT, IL 47 from Charles Road to North of IL Route 120, Phase II	TBD	TBD	TBD
D-91-199-16	IDOT Phase II Various-Variou s	TBD	TBD	TBD
MO-12-1237	Illinois Tollway, Pavement Management Services	\$135,000.00	\$1,944.68	12/31/2017
I-13-4613	Illinois Tollway, Elgin-O'Hare CUR, CM	\$500,000.00	\$10,647.14	12/31/2017
D-91-104-14	IDOT, Phase II Various-Variou s	\$250,000	\$12,579.57	12/31/2017
P-91-119-14	IDOT, Various/ Various Phase 1	\$103,566.18	\$ 13,425.02	8/31/2017
PTB 173/12	IDOT, Various/ Various Phase II Traffic Signal Design	\$600,000	\$600,000	12/31/2019
PTB 164/4	IDOT, US 45 (Milburn Bypass)Phase II	\$157,886.21	\$1,137.64	12/31/2017
RR-13-4116	Illinois Tollway, I-88, Reconstruction, York to I-290	\$263,745.22	\$33,684.21	9/30/2017
P-91-120-14	IDOT, Various Phase I	TBD	TBD	TBD
RR-14-4223	Central Tri-State Tollway Master Plan	\$860,000.00	\$62,395.32	12/31/2017
I-15-4654	Illinois Tollway, Elgin O'Hare Western Access Corridor CUR, CM	\$300,000.00	\$56,895.83	2/28/2019
RR-16-9189	Systemwide Facilities CUR	\$248,000.00	\$120,754.85	12/31/2018
RR-16-4255	Roadway and Bridge Rehab, I-355, MP 12.3 to MP 22.3	\$653,569.90	\$456,337.73	11/30/2022
RR-16-4256	Roadway and Bridge Rehab, I-355, MP 22.3 to MP 29.8	\$255,484.00	\$213,111.51	11/30/2022
D-91-199-16	Various Value Engineering Projects	TBD	TBD	TBD
P-92-017-10	I-280 over the Mississippi River near Milan, PI/II	TBD	TBD	TBD
P-92-005-15	IDOT Various Phase I/II Projects	TBD	TBD	TBD
P-92-035-16	IDOT Various Phase I/II Projects	TBD	TBD	TBD
I-17-4674	Tollway Westbound Collector Distributor Rd. Phase II	\$224,250.00	TBD	11/03/2019
I-17-4675	Tollway Eastbound Collector Distributor Rd. Phase II	\$92,500.00	TBD	12/31/2019

Rev 6/2016

Version 15

EXHIBIT G

Contract No. I-17-4304

SE3, LLC

CURRENT OBLIGATIONS FOR PROJECTS

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders) (*)	Fee Remaining To Be Earned (*)	Estimated Date of Completion
RR-16-4276	Tollway Systemwide Design Services Upon Request. Phase II	100,000.00	TBD	5/31/2019
RR-13-4117	Tollway East West Connector CMS	\$213,000.00	TBD	5/31/2019
MO-17-1238	SW PRMS	TBD	TBD	TBD
I-17-4304	ISTHA I-294 DUR	TBD	TBD	TBD
I-17-4308	ISTHA I-294 ITS & Light Install, 95 th to Balmoral	TBD	TBD	TBD
I-17-4315	ISTHA I-294 CUR	TBD	TBD	TBD
I-17-4296	ISTHA I-294 Recon, 95 th to LaGrange	TBD	TBD	TBD
RR-17-4293	SW CUR	TBD	TBD	TBD
I-17-4297	ISTHA I-294 Recon, 75 th to I-55	TBD	TBD	TBD
I-17-4298	ISTHA I-294 Recon, I-55 Ramps to Ogden Ave	TBD	TBD	TBD
I-17-4302	ISTHA I-294 Recon, Bridge & Rehab, Wolf to O'Hare Oasis	TBD	TBD	TBD

TBD values, no contract has been executed as of the time of this submittal

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1	<hr/>		
	Direct Labor	<hr/>	
	Direct Costs	<hr/>	
	Services by Others	<hr/>	
	Additional Services **	<hr/>	
	Total this Subconsultant (ULC)	\$ <hr/>	-

6	<hr/>		
	Direct Labor	<hr/>	
	Direct Costs	\$ <hr/>	-
	Services by Others	\$ <hr/>	-
	Additional Services **	\$ <hr/>	-
	Total this Subconsultant (ULC)	\$ <hr/>	-

2	<hr/>		
	Direct Labor	<hr/>	
	Direct Costs	<hr/>	
	Services by Others	<hr/>	
	Additional Services **	<hr/>	
	Total this Subconsultant (ULC)	\$ <hr/>	-

7	<hr/>		
	Direct Labor	<hr/>	
	Direct Costs	\$ <hr/>	-
	Services by Others	\$ <hr/>	-
	Additional Services **	\$ <hr/>	-
	Total this Subconsultant (ULC)	\$ <hr/>	-

3	<hr/>		
	Direct Labor	<hr/>	
	Direct Costs	\$ <hr/>	-
	Services by Others	\$ <hr/>	-
	Additional Services **	\$ <hr/>	-
	Total this Subconsultant (ULC)	\$ <hr/>	-

8	<hr/>		
	Direct Labor	<hr/>	
	Direct Costs	\$ <hr/>	-
	Services by Others	\$ <hr/>	-
	Additional Services **	\$ <hr/>	-
	Total this Subconsultant (ULC)	\$ <hr/>	-

4	<hr/>		
	Direct Labor	<hr/>	
	Direct Costs	\$ <hr/>	-
	Services by Others	\$ <hr/>	-
	Additional Services **	\$ <hr/>	-
	Total this Subconsultant (ULC)	\$ <hr/>	-

9	<hr/>		
	Direct Labor	<hr/>	
	Direct Costs	\$ <hr/>	-
	Services by Others	\$ <hr/>	-
	Additional Services **	\$ <hr/>	-
	Total this Subconsultant (ULC)	\$ <hr/>	-

5	<hr/>		
	Direct Labor	<hr/>	
	Direct Costs	\$ <hr/>	-
	Services by Others	\$ <hr/>	-
	Additional Services **	\$ <hr/>	-
	Total this Subconsultant (ULC)	\$ <hr/>	-

10	<hr/>		
	Direct Labor	<hr/>	
	Direct Costs	\$ <hr/>	-
	Services by Others	\$ <hr/>	-
	Additional Services **	\$ <hr/>	-
	Total this Subconsultant (ULC)	\$ <hr/>	-

** 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	<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table>	Direct Labor	_____		Direct Costs	_____		Services by Others	_____		Additional Services **	_____		Total this Subconsultant (ULC)	\$ _____	-	6	<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table>	Direct Labor	_____		Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
Direct Labor	_____																																
Direct Costs	_____																																
Services by Others	_____																																
Additional Services **	_____																																
Total this Subconsultant (ULC)	\$ _____	-																															
Direct Labor	_____																																
Direct Costs	\$ _____	-																															
Services by Others	\$ _____	-																															
Additional Services **	\$ _____	-																															
Total this Subconsultant (ULC)	\$ _____	-																															
2	<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table>	Direct Labor	_____		Direct Costs	_____		Services by Others	_____		Additional Services **	_____		Total this Subconsultant (ULC)	\$ _____	-	7	<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
Direct Labor	_____																																
Direct Costs	_____																																
Services by Others	_____																																
Additional Services **	_____																																
Total this Subconsultant (ULC)	\$ _____	-																															
Direct Labor	\$ _____	-																															
Direct Costs	\$ _____	-																															
Services by Others	\$ _____	-																															
Additional Services **	\$ _____	-																															
Total this Subconsultant (ULC)	\$ _____	-																															
3	<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-	8	<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
Direct Labor	\$ _____	-																															
Direct Costs	\$ _____	-																															
Services by Others	\$ _____	-																															
Additional Services **	\$ _____	-																															
Total this Subconsultant (ULC)	\$ _____	-																															
Direct Labor	\$ _____	-																															
Direct Costs	\$ _____	-																															
Services by Others	\$ _____	-																															
Additional Services **	\$ _____	-																															
Total this Subconsultant (ULC)	\$ _____	-																															
4	<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-	9	<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
Direct Labor	\$ _____	-																															
Direct Costs	\$ _____	-																															
Services by Others	\$ _____	-																															
Additional Services **	\$ _____	-																															
Total this Subconsultant (ULC)	\$ _____	-																															
Direct Labor	\$ _____	-																															
Direct Costs	\$ _____	-																															
Services by Others	\$ _____	-																															
Additional Services **	\$ _____	-																															
Total this Subconsultant (ULC)	\$ _____	-																															
5	<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-	10	<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
Direct Labor	\$ _____	-																															
Direct Costs	\$ _____	-																															
Services by Others	\$ _____	-																															
Additional Services **	\$ _____	-																															
Total this Subconsultant (ULC)	\$ _____	-																															
Direct Labor	\$ _____	-																															
Direct Costs	\$ _____	-																															
Services by Others	\$ _____	-																															
Additional Services **	\$ _____	-																															
Total this Subconsultant (ULC)	\$ _____	-																															

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Bowman Consulting Group, Ltd.

Contract Number: I-17-4304

Proposal Date: 9/5/2017

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-17-4304

Consultant: Bowman Consulting Group, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Design Upon Request	42	42	42	42	42	42	42	42	42	42	42	42	42	504
TOTALS	42	42	42	42	42	42	42	42	42	42	42	42	42	504

Contract No.: I-17-4304 Consultant: Bowman Consulting Group, Ltd.

Date: 9/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 11/1/2017
 RAISE DATE: 7/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
11/1/2017	6/30/2018	7/1/2018	6/30/2019	7/1/2019	6/30/2020	7/1/2020
-	-	-	-	-	-	-
8.0	12.0	12.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0	60.0	60.0
13.33%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Sixth Period	Escalation Factor Seventh Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
7/1/2022	10/31/2022					
-	-	-	-	-	-	-
4.0	60.0	60.0	60.0	60.0	60.0	60.0
6.67%						
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	Escalation Factor Eleventh Period	Escalation Factor Twelfth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4304

Consultant: Bowman Consulting Group, Ltd.

Date: 9/5/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

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

							DIRECT COST		
							OVERTIME PREMIUM		
							Total Estimated O/T Hours:	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
							Average Premium O/T Hourly Rate:		
							Total Direct Labor	Total Overtime Premium:	
							Total Estimated Work Hours: 1,108.00		
							Average Hourly Rate: \$48.22		
							Total Direct Labor \$53,427.76		
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						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$70.00	\$70.00	358.00			
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$56.02	\$56.02	190.00			
No	Staff Engineer/Planner	\$20.00	\$40.00	\$34.89	\$34.89	280.00			
No	Engineer/Accountant	\$20.00	\$60.00	\$27.57	\$27.57	220.00			
No	Senior Technical Specialist	\$25.00	\$60.00						
No	Technical Specialist	\$15.00	\$50.00	\$31.53	\$31.53	60.00			
No	Architect	\$30.00	\$70.00						
No	Reality Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						
No	Admin/Clerical	\$8.25	\$40.00						

EXHIBIT "1"

Contract No.: 1-17-4304

Consultant: Bowman Consulting Group, Ltd.

Date: 9/5/2017

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		\$50 - \$70
	Vice President		
Project Manager			\$40 - \$70
Senior Engineer/Planner	Project Manager/Senior Engineer	Arthur Nowak	\$40 - \$70
	Project Manager/Senior Engineer	Karl Hanson	
	Project Manager/Senior Engineer	Richard Sams	
	Project Manager/Senior Engineer	Matthew Letson	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Manager/Engineer III	Michael Tomaszewski	\$25 - \$60
	Project Manager/Engineer III	Joe Middleton	
	Project Manager/Engineer III	Mark Buwen	
	Engineer III	Joseph Figueras	
Staff Engineer/Planner	Engineer II	Jeffrey Woss	\$20 - \$40
Engineer /Accountant	Engineer I	Joseph DiZenzo	\$20 - \$60
		Andrew Glatt	
		John Temple	
		Bhavya Sai Vaishnavi Seetamsetti	
		Emily Baughman	
		Juanita Loyaza-Ramos	
Senior Technical Specialist			\$25 - \$60
Technical Specialist	CAD Drafter II	John Kosacz	\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

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-17-4304

Consultant: Bowman Consulting Group, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: Arthur Nowak

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

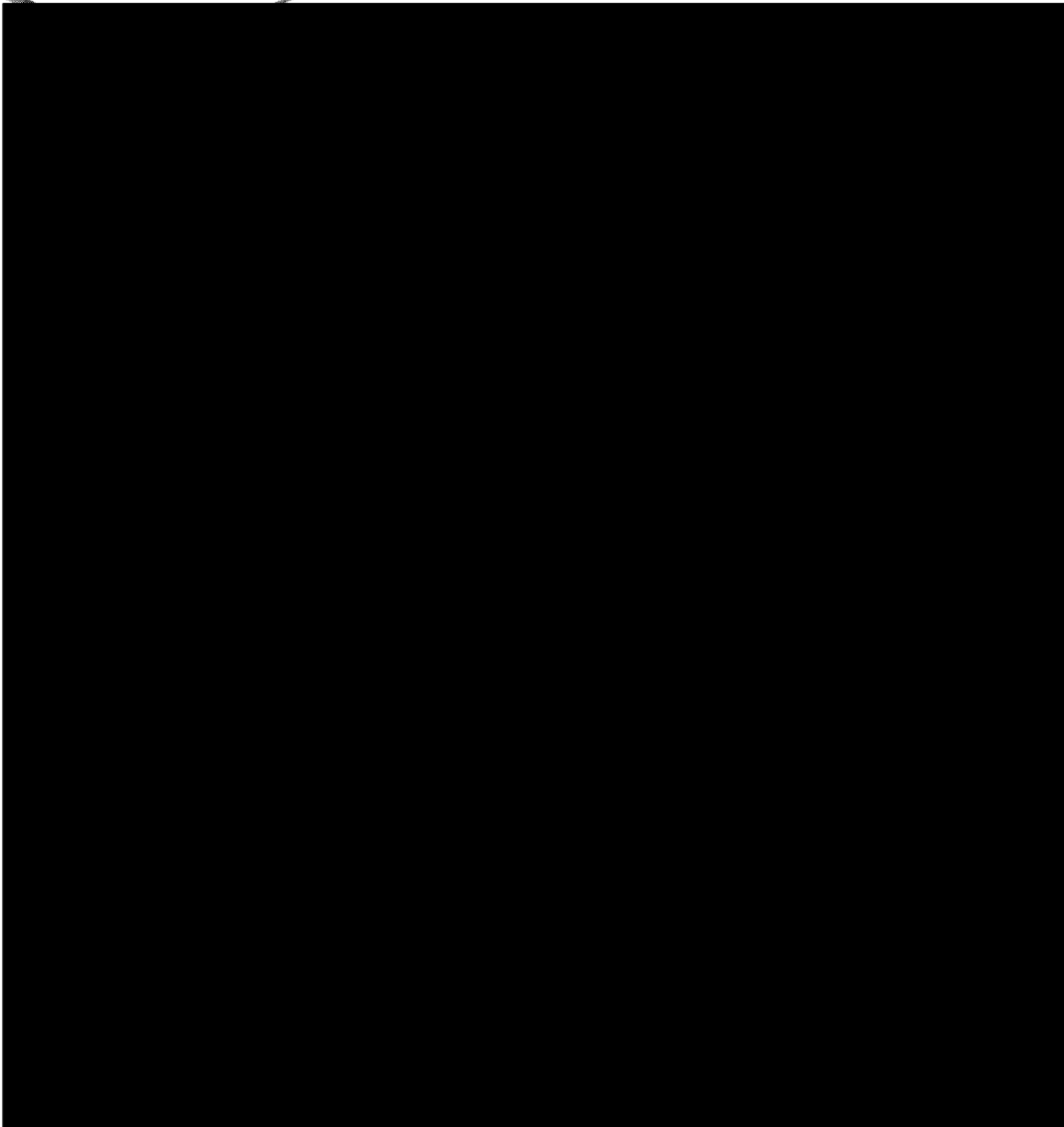
Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____



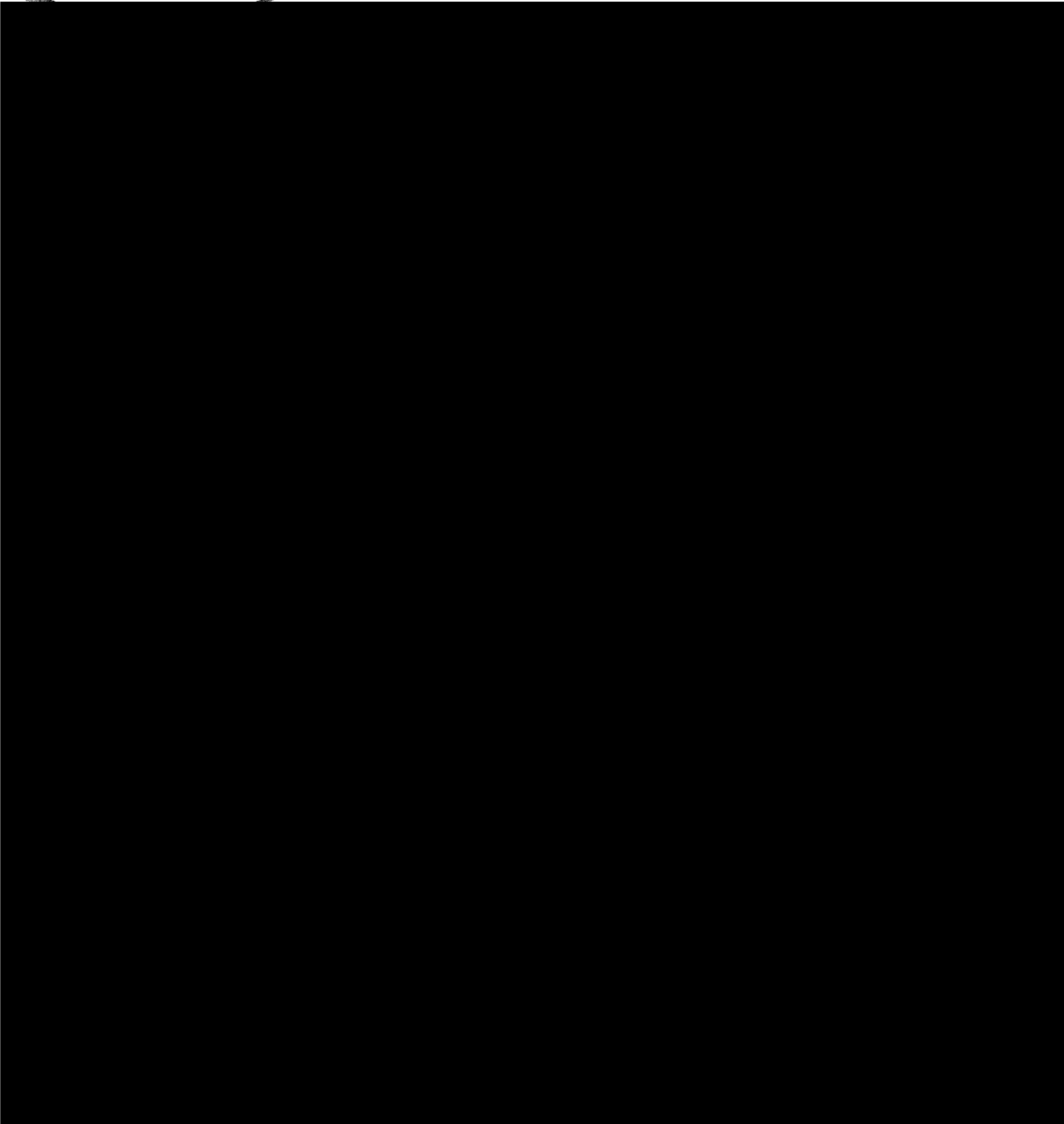


EXHIBIT F

CONTRACT I-17-4304

(Bowman Consulting Group, Ltd.)

SCOPE OF SERVICES

- A detailed scope of work will be defined at the time a specific project has been identified.

EXHIBIT G

CONTRACT I-17-4304

(Bowman Consulting Group, Ltd.)

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-88 to I-294 I-13-4117	Reconstruction of the East West Connector between the Tri-State Tollway and the Reagan Memorial Tollway	\$3,335,648	\$323,326	3/1/2018
I-294 RR-14-4551	Phase I Structural, Phase I Drainage and Hydraulic Report, Phase II Structural and Drainage PS&E. Bridge Rehabilitation/Reconstruction, Mile-Long Bridge (MP 21.5)	\$1,744,296	\$863,749	12/31/2019
IH30 DC	PS&E for IH30 Direct Connector to I-35W Managed Lanes.	\$167,567	\$58,648	8/31/2017
SH 146	PS&E for Segment I-1 from US90 to SH146.	\$1,350,898	\$1,350,898	12/31/18

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-
Direct Labor																
Direct Costs																
Services by Others																
Additional Services **																
Total this Subconsultant (ULC)	\$	-														

6	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor																
Direct Costs	\$	-														
Services by Others	\$	-														
Additional Services **	\$	-														
Total this Subconsultant (ULC)	\$	-														

2	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-
Direct Labor																
Direct Costs																
Services by Others																
Additional Services **																
Total this Subconsultant (ULC)	\$	-														

7	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor																
Direct Costs	\$	-														
Services by Others	\$	-														
Additional Services **	\$	-														
Total this Subconsultant (ULC)	\$	-														

3	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor																
Direct Costs	\$	-														
Services by Others	\$	-														
Additional Services **	\$	-														
Total this Subconsultant (ULC)	\$	-														

8	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor																
Direct Costs	\$	-														
Services by Others	\$	-														
Additional Services **	\$	-														
Total this Subconsultant (ULC)	\$	-														

4	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor																
Direct Costs	\$	-														
Services by Others	\$	-														
Additional Services **	\$	-														
Total this Subconsultant (ULC)	\$	-														

9	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor																
Direct Costs	\$	-														
Services by Others	\$	-														
Additional Services **	\$	-														
Total this Subconsultant (ULC)	\$	-														

5	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor																
Direct Costs	\$	-														
Services by Others	\$	-														
Additional Services **	\$	-														
Total this Subconsultant (ULC)	\$	-														

10	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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)

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black;"></td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs				Services by Others				Additional Services **				Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs																					
Services by Others																					
Additional Services **																					
Total this Subconsultant (ULC)		\$	-																		

6	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black;"></td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs		\$	-	Services by Others		\$	-	Additional Services **		\$	-	Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs		\$	-																		
Services by Others		\$	-																		
Additional Services **		\$	-																		
Total this Subconsultant (ULC)		\$	-																		

2	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black;"></td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs				Services by Others				Additional Services **				Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs																					
Services by Others																					
Additional Services **																					
Total this Subconsultant (ULC)		\$	-																		

7	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black;"></td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs		\$	-	Services by Others		\$	-	Additional Services **		\$	-	Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs		\$	-																		
Services by Others		\$	-																		
Additional Services **		\$	-																		
Total this Subconsultant (ULC)		\$	-																		

3	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black; text-align: right;">\$</td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$			Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		Total this Subconsultant (ULC)		\$	-
Direct Labor	\$																				
Direct Costs	\$	-																			
Services by Others	\$	-																			
Additional Services **	\$	-																			
Total this Subconsultant (ULC)		\$	-																		

8	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black; text-align: right;">\$</td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$			Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		Total this Subconsultant (ULC)		\$	-
Direct Labor	\$																				
Direct Costs	\$	-																			
Services by Others	\$	-																			
Additional Services **	\$	-																			
Total this Subconsultant (ULC)		\$	-																		

4	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black; text-align: right;">\$</td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$			Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		Total this Subconsultant (ULC)		\$	-
Direct Labor	\$																				
Direct Costs	\$	-																			
Services by Others	\$	-																			
Additional Services **	\$	-																			
Total this Subconsultant (ULC)		\$	-																		

9	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black; text-align: right;">\$</td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$			Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		Total this Subconsultant (ULC)		\$	-
Direct Labor	\$																				
Direct Costs	\$	-																			
Services by Others	\$	-																			
Additional Services **	\$	-																			
Total this Subconsultant (ULC)		\$	-																		

5	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black; text-align: right;">\$</td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$			Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		Total this Subconsultant (ULC)		\$	-
Direct Labor	\$																				
Direct Costs	\$	-																			
Services by Others	\$	-																			
Additional Services **	\$	-																			
Total this Subconsultant (ULC)		\$	-																		

10	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black; text-align: right;">\$</td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$			Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		Total this Subconsultant (ULC)		\$	-
Direct Labor	\$																				
Direct Costs	\$	-																			
Services by Others	\$	-																			
Additional Services **	\$	-																			
Total this Subconsultant (ULC)		\$	-																		

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Mott MacDonald LLC

Contract Number: I-17-4304

Proposal Date: 9/5/2017

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-17-4304 Consultant: Mott MacDonald LLC

Date: 9/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 11/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

1/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021
Date	Date	Date	Date	Date
2.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0
3.33%	20.00%	20.00%	20.00%	20.00%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

1/1/2022 - 10/31/2022				
Date	Date	Date	Date	Date
10.0				
60.0	60.0	60.0	60.0	60.0
16.67%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4304

Consultant: Mott MacDonald LLC

Date: 9/5/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

<u>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</u>										<u>DIRECT COST</u>		<u>OVERTIME PREMIUM</u>	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated Work Hours:		Average Premium O/T Hourly Rate:		Total Overtime Premium:	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
							Total Estimated Work Hours:	Average Hourly Rate:	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	20.00	1,932.00						
No	Project Manager	\$40.00	\$70.00	\$63.77	\$63.77	595.00							
No	Senior Engineer/Planner	\$40.00	\$70.00	\$60.69	\$60.69	595.00							
No	Resident Engineer	\$40.00	\$70.00										
No	Project Engineer/Planner	\$25.00	\$60.00	\$43.63	\$43.63	642.00							
No	Staff Engineer/Planner	\$20.00	\$40.00										
No	Engineer /Accountant	\$20.00	\$60.00	\$35.46	\$35.46	40.00							
No	Senior Technical Specialist	\$25.00	\$60.00	\$53.47	\$53.47	40.00							
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										

EXHIBIT "1"

Contract No.: I-17-4304

Consultant: Mott MacDonald LLC

Date: 9/5/2017

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

<u>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</u>						<u>DIRECT COST</u>	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated Work Hours:
							1,932.00
No	Admin/Clerical	\$8.25	\$40.00				Average Premium O/T Hourly Rate:
							\$55.39
							Total Overtime Premium:
							\$107,013.48
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)
							Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)

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

None

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 362.26

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-17-4304

Consultant: Mott MacDonald LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Kevin Bollinger

Project Structural Engineer: Michael Russell

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

M

**MOTT
MACDONALD**

M

Kevin Bollinger, PE



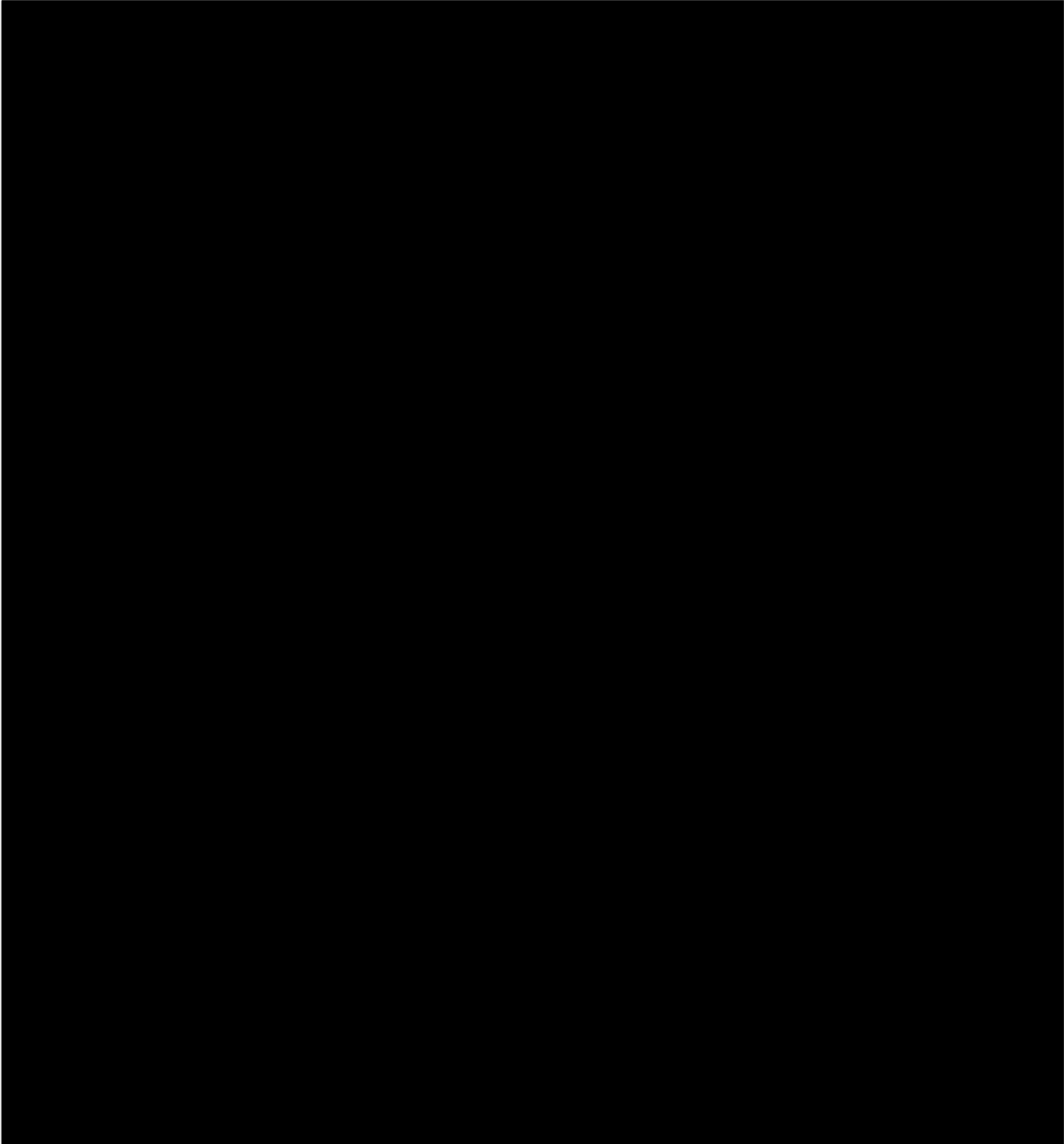
M

**MOTT
MACDONALD**

M

Kevin Bollinger, PE

Page 2



M

M

**MOTT
MACDONALD**

Michael Russell, PE, SE,
MLSE



M

**MOTT
MACDONALD**

M

Michael Russell, PE, SE, MLSE

Page 2

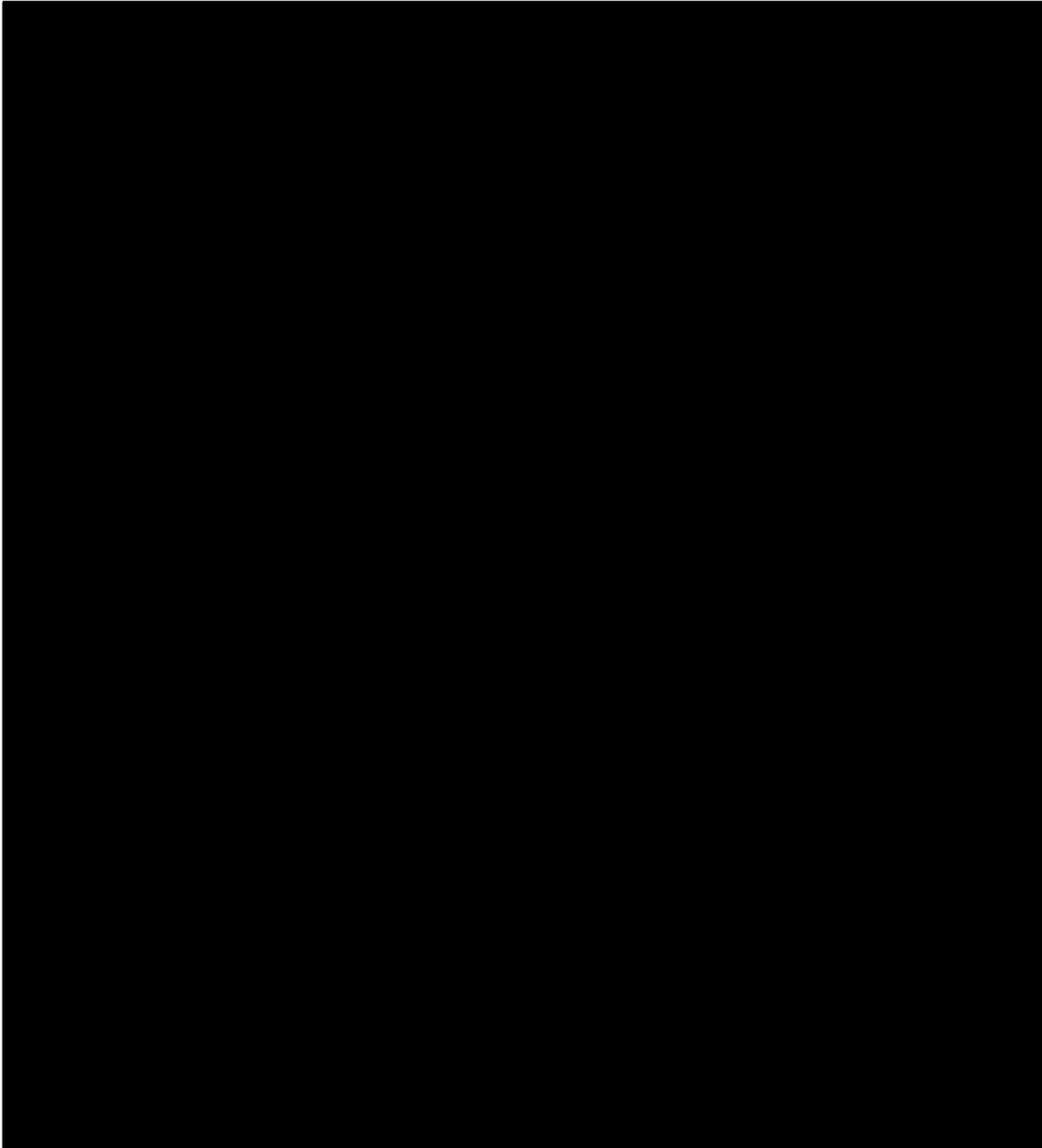


EXHIBIT F

Contract No. I-17-4304

Mott MacDonald LLC

SCOPE OF SERVICES

A detailed scope of work will be defined at the time a specific project has been identified.

EXHIBIT G

Contract No. I-17-4304

Mott MacDonald 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
C14FI10152	CTA Lakefront Corridor Study: BRT	\$250,000.00	\$200,000.00	12/31/2018
62742	Metra Signal Task Order	\$1,500,000.00	\$200,000.00	12/31/2017
	CDOT Canal Street Viaduct	\$170,000.00	\$170,000.00	8/1/2018
30-0003-17	IDOT Program Management - Rail	\$200,000.00	\$186,000.00	12/31/2017

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	<hr/>	
	Direct Labor	\$ -
	Direct Costs	\$ -
	Services by Others	\$ -
	Additional Services **	
	Total this Subconsultant (ULC)	\$ -

6	<hr/>	
	Direct Labor	
	Direct Costs	\$ -
	Services by Others	\$ -
	Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -

2	<hr/>	
	Direct Labor	
	Direct Costs	
	Services by Others	
	Additional Services **	
	Total this Subconsultant (ULC)	\$ -

7	<hr/>	
	Direct Labor	
	Direct Costs	\$ -
	Services by Others	\$ -
	Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -

3	<hr/>	
	Direct Labor	
	Direct Costs	\$ -
	Services by Others	\$ -
	Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -

8	<hr/>	
	Direct Labor	
	Direct Costs	\$ -
	Services by Others	\$ -
	Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -

4	<hr/>	
	Direct Labor	
	Direct Costs	\$ -
	Services by Others	\$ -
	Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -

9	<hr/>	
	Direct Labor	
	Direct Costs	\$ -
	Services by Others	\$ -
	Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -

5	<hr/>	
	Direct Labor	
	Direct Costs	\$ -
	Services by Others	\$ -
	Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -

10	<hr/>	
	Direct Labor	
	Direct Costs	\$ -
	Services by Others	\$ -
	Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Orion Engineers, LLC

Contract Number: I-17-4304

Proposal Date: 9/5/2017

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-17-4304 Consultant: Orion Engineers, LLC

Date: 9/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 11/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

11/1/2017 - 12/31/2017	12.0	60.0	11/1/2018 - 12/31/2018	12.0	60.0	11/1/2019 - 12/31/2019	12.0	60.0	11/1/2020 - 12/31/2020	12.0	60.0	11/1/2021 - 12/31/2021	12.0	60.0
2.0	60.0	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Factor First Period		Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period									

ESCALATION PER YEAR Year 6 through 10

11/1/2022 - 10/31/2022	10.0	60.0												
10.0	60.0	16.67%												
Escalation Factor Sixth Period		Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period									

The escalation factor for this project is: 100.00%

Contract No.: I-17-4304

Consultant: Orion Engineers, LLC

Date: 9/5/2017

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

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

						<u>DIRECT COST</u>		<u>OVERTIME PREMIUM</u>	
						Total Estimated Work Hours:	Total Overtime Premium:		
						1,300.00			
						Average Hourly Rate:	Average Hourly Rate:		
						\$41.13			
						Total Direct Labor	Total Overtime Premium:		
						\$53,469.00			
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	\$50.00	\$50.00	450.00			
No	Project Manager	\$40.00	\$70.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$45.00	\$45.00	200.00			
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$36.00	\$36.00	450.00			
No	Staff Engineer/Planner	\$20.00	\$40.00	\$28.85	\$28.85	200.00			
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						

EXHIBIT "1"

Contract No.: 1-17-4304

Consultant: Orion Engineers, LLC

Date: 9/5/2017

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

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES						DIRECT COST 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)	Total Estimated O/T Hours:
							1,300.00
No	Admin/Clerical	\$8.25	\$40.00				Average Premium O/T Hourly Rate:
							\$41.13
							Total Overtime Premium:
							\$53,469.00
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)
							Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)

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-17-4304

Consultant: Orion Engineers, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: Charles Frangos, PE

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

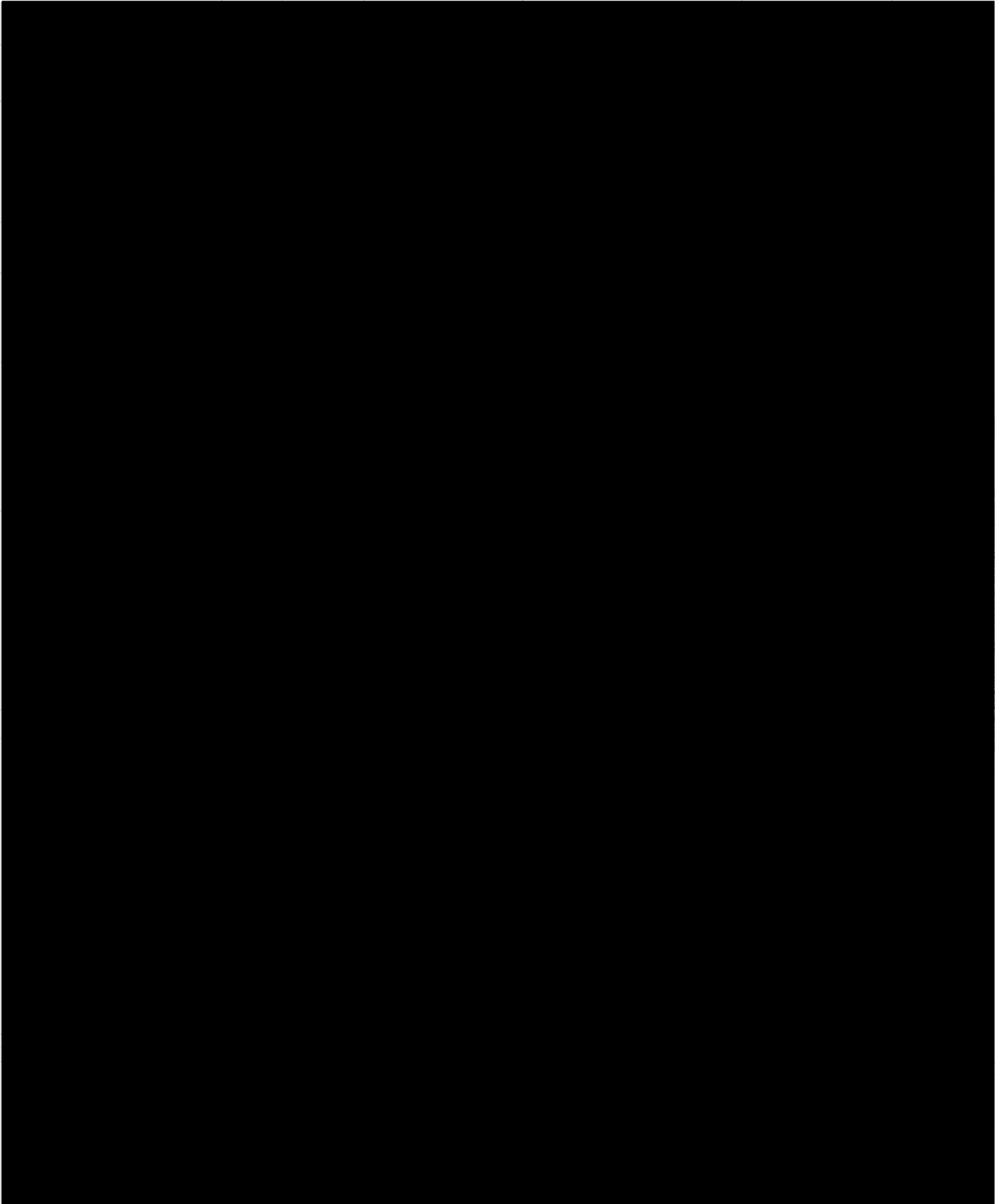
Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____



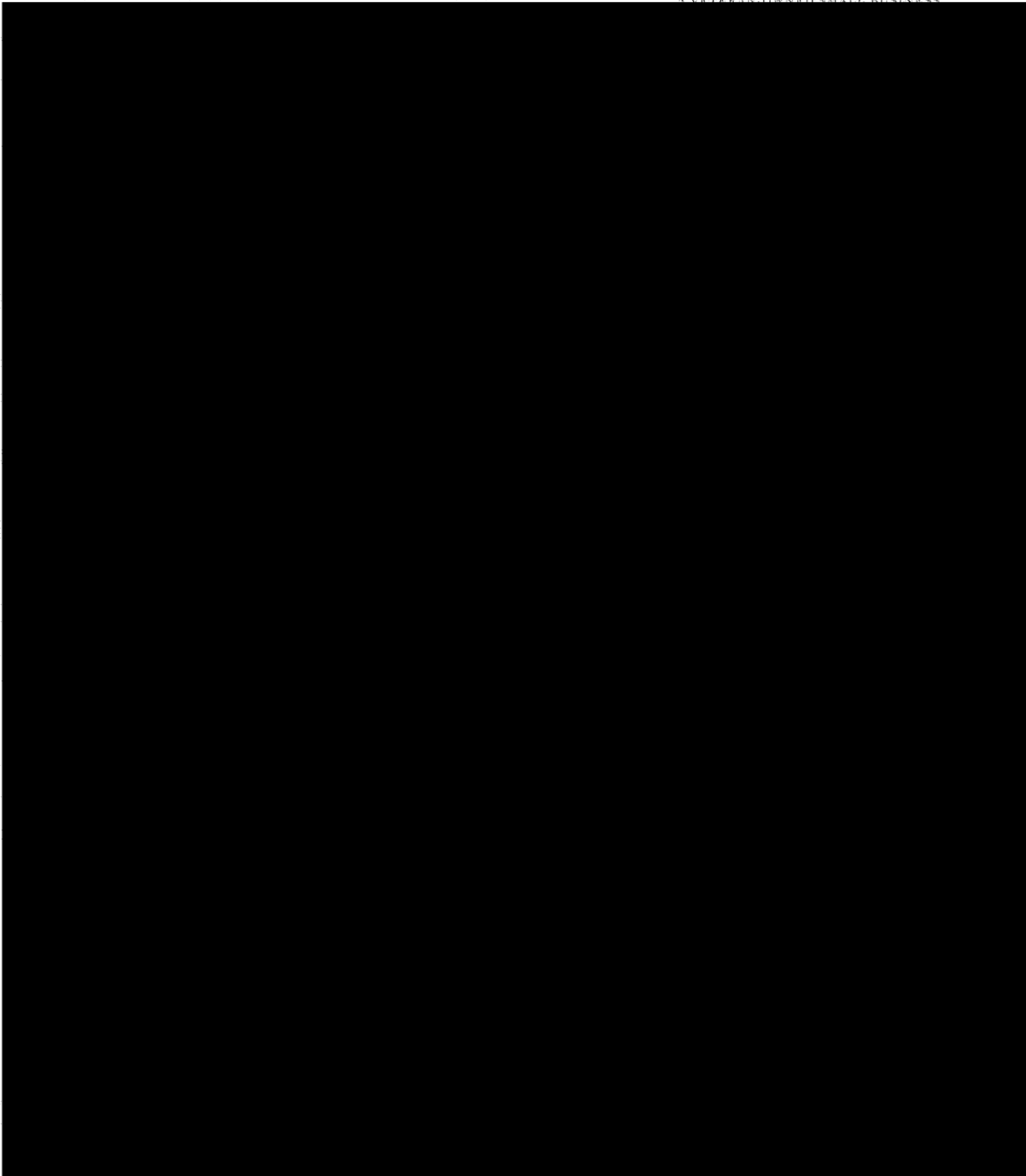


EXHIBIT F

Contract No. I-17-4304

Orion Engineers, LLC

SCOPE OF SERVICES

A detailed scope of work will be defined at the time a specific project has been identified.

EXHIBIT G

Contract No. I-17-4304

Orion Engineers, 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
I-15-4659	EOWA DUR/CUR	\$65,000.00	\$65,000.00	12/1/2017
RR-16-4250	Systemwide CUR	\$300,000.00	\$218,490.63	12/1/2018
RR-16-4251	Systemwide CUR	\$150,000.00	\$100,942.65	12/1/2018
RR-16-4255	I-355 Rehabilitation Design	\$46,300.00	\$44,443.38	11/1/2019
RR-15-9976R	Traffic Engineer	\$136,000.00	\$124,647.92	12/31/2019
RR-15-9975R	Consulting Engineer	\$857,856.60	\$857,856.60	12/31/2021
RR-16-4276	Systemwide DUR	\$100,000.00	\$100,000.00	12/31/2018
RR-16-4278	Systemwide CUR	\$75,000.00	\$75,000.00	12/31/2020
RR-16-4280	Systemwide CUR	\$60,000.00	\$60,000.00	12/31/2018

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

Table 1: Subconsultant 1. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 6: Subconsultant 6. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 2: Subconsultant 2. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 7: Subconsultant 7. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 3: Subconsultant 3. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 8: Subconsultant 8. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 4: Subconsultant 4. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 9: Subconsultant 9. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 5: Subconsultant 5. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 10: Subconsultant 10. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

** 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)	\$ _____	-

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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