

2/28/13

6.3/7

RESOLUTION NO. 19896

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Systemwide Planning and Design Services for the Tollway's Maintenance Facilities, Contract No. RR-12-4079. A. Epstein and Sons International, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$7,288,013.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with A. Epstein and Sons International, Inc., to obtain Systemwide Planning and Design Services, Contract No. RR-12-4079, with an upper limit of compensation not to exceed \$7,288,013.00, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chair





*The Illinois Tollway
2700 Ogden Avenue
Downers Grove, Illinois 60515-1703
Phone: 630/241-6800
Fax: 630/241-6100
TTY: 630/241-6898*

May 3, 2013

Mr. Thomas E. Smiles
Executive Vice President
A. Epstein and Sons International Inc.
(dba Epstein)
600 West Fulton Street
Chicago, IL 60661

Re: Contract RR-12-4079
Maintenance Facilities - Systemwide
Design Section Engineering Services

NOTICE TO PROCEED

Dear Mr. Smiles:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated February 1, 2013 for Design Section Engineering Services for Contract RR-12-4079. You are hereby authorized to commence with the work as of May 2, 2013, and as defined in Exhibit "F" Scope of Work contained in your proposal.

A current Certified Payroll and signed affidavit for all consultants associated with this contract must be in the possession of the Tollway at the time an invoice is presented for payment. It is recommended that your Certified Payroll be sent in advance of your first billing to Gloria Zimmer, Finance Department, in a sealed envelope clearly marked "Certified Payroll." We request these documents in advance so that upon receipt of your first invoice, any associated issues regarding payroll have an opportunity to be resolved.

Additionally, an initial Work Force and Rate Revision (WFRR) worksheet shall be submitted whose effective date coordinates with the Notice to Proceed date. The coordinating Certified Payroll shall have a processing date that falls after the effective date of the WFRR (within three weeks of the WFRR). The original WFRR is to be sent to the Tollway Document Control Manager via e-mail or US Mail, a **COPY** is to be included with the initial Certified Payroll. Direct Labor invoicing will be reviewed based upon your initial WFRR submittal.

This contract is subject to the Procurement Reform Bill commonly known as SB 51 (P.A. 96-0795 P.A. 96-0920 and subsequently P.A. 97-0895). The bill requires the General Contractor awarded a Tollway contract to submit certification/disclosure forms from subcontractors of **all** tiers whose contract value exceeds \$50,000. If you have not already submitted the required documentation, the subcontractor forms must be submitted within **15 days** from this Notice-to-Proceed date or after execution of the sub-contract, whichever is later.

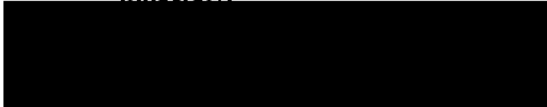
Contract RR-12-4079
Notice to Proceed
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Upon request, a copy of the sub-contract agreement must be submitted within fifteen (15) days after execution of the contract, or after execution of the sub-contract, whichever is later, for those sub-contracts with an annual value of more than \$50,000. For submittal instructions, please refer to the Illinois Tollway website, www.illinoistollway.com, under Doing Business: Engineering & Construction – see “Joint Resources”, click on Procurement Reform Bill

In accordance with Design Section Engineer’s Manual, Section 7.3.2 – Submittal of Quality Program, we are requesting submittal of your Consultant Quality Plan, via Proliance, within 14 days of receiving this Notice to Proceed, for approval by the Chief Engineer.

Please contact Ed Flores at 630-241-6800 extension 3200 for further information.

Sincerely,



Paul D. Kovacs, P.E.
Chief Engineer
PDK: cmh

cc: Greg Stukel
Ed Flores
John Donato
Contract Services
Program Controls
Lane Closures

Gloria Zimmer
Maria Limonciello
John Dainis
Sue Biggs
Victoria Santiago

File: 02.4079.01.03 LT_Tollway_PDK_4079Epstein_NTP_05032013

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT RR-12-4079 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

A. EPSTEIN AND SONS
INTERNATIONAL, INC. (dba Epstein)

By [Redacted] 5/2/13 [Redacted] 02/20/13
Chair/Executive Director-Signature / Date President-Signature / Date
Paula Wolff/Kristi Lafleur

MICHAEL DAMORE
Printed Name as Signed Above

APPROVED:
[Redacted] 4/30/13
Chief of Finance - Signature / Date
Michael Colsch

ATTEST:
[Redacted] 4/30/13 (Seal)
Secretary - Signature / Date

Thomas E. Smiles
Printed Name as Signed Above

APPROVED:
[Redacted] 4/23/13
General Counsel - Signature / Date
David Goldberg



Approved as to Form and Constitutionality
[Redacted] 4-19-2013
Attorney General, State of Illinois - Robert Lane - Signature Date

Contract: RR-12-4079

PSB: 12-5

Consultant: A. Epstein and Sons International, Inc.

PM: E. Flores

Reviewer: T. Coenen

Review Date: 3/8/13

Resolution:	Ok - #19896
Agreements:	Ok
Proposal:	Ok
Certifications (PRIME only)	Ok
Delinquent Debt	Ok
DBE Compliance:	Ok
Certificate of Good Standing:	Ok
Certificates of Insurance:	Ok
State Board of Elections: (Cert. of Registration)	Ok
Waiver Approval:	Pending

Exhibits A-H

3rd Review

Prime: *A. Epstein and Sons International, Inc.*
Exhibit A – Ok
Exhibit B – Ok
Exhibit C-1 – Ok
Exhibit C-2 – Ok
Exhibit C-3 – Ok
Exhibit D – Ok
Exhibit D cont. – Ok
Exhibit E – Ok
Exhibit F – Ok
Exhibit G – Ok

Exhibit H – Ok
Exhibit H cont. – Ok

Sub: ***Cotter Consulting***
Exhibit A – Ok
Exhibit B – Ok
Exhibit C-1 – Ok
Exhibit C-2 – Ok
Exhibit C-3 – Ok
Exhibit D – Ok
Exhibit D cont. – Ok
Exhibit E – Ok
Exhibit F – Ok
Exhibit G – Ok
Exhibit H – Ok
Exhibit H cont. – Ok

Sub: ***Environmental Design International, Inc.***
Exhibit A – Ok
Exhibit B – Ok
Exhibit C-1 – Ok
Exhibit C-2 – Ok
Exhibit C-3 – Ok
Exhibit D cont. – Ok
Exhibit E – Ok
Exhibit F – Ok
Exhibit G – Ok
Exhibit H – Ok
Exhibit H cont. – Ok

Sub: ***GSG Consultants, Inc.***
Exhibit A – Ok
Exhibit B – Ok
Exhibit C-1 – Ok
Exhibit C-2 – Ok
Exhibit C-3 – Ok
Exhibit D – Ok
Exhibit D cont. – Ok
Exhibit E – Ok
Exhibit F – Ok
Exhibit G – Ok
Exhibit H – Ok
Exhibit H cont. – Ok

Sub: ***Quigg Engineering, Inc.***
Exhibit A – Ok
Exhibit B –
Exhibit C-1 – Ok

Exhibit C-2 – Ok
Exhibit C-3 – Ok
Exhibit D – Ok
Exhibit D cont. – Ok
Exhibit E – Ok
Exhibit F – Ok
Exhibit G – Ok
Exhibit H – Ok
Exhibit H cont. – Ok

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OFFSET CONTRACT INQUIRY

14:20 02/21/13

ACTION: S

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 02/21/13 AT 14:22 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE
SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

Entity Name	A. EPSTEIN AND SONS INTERNATIONAL, INC.	File Number	53678491
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	12/14/1984	State	ILLINOIS
Agent Name	NATIONAL CORPORATE RESEARCH LT	Agent Change Date	11/29/2011
Agent Street Address	520 S SECOND ST STE 403	President Name & Address	MICHAEL H DAMORE 600 W FULTON ST CHICAGO 60661
Agent City	SPRINGFIELD	Secretary Name & Address	JAMES A JIRSA 600 W FULTON STREET CHICAGO 60661
Agent Zip	62701	Duration Date	PERPETUAL
Annual Report Filing Date	02/25/2013	For Year	2012
Assumed Name	ACTIVE - EPSTEIN		
Old Corp Name	06/01/1987 - THE A. EPSTEIN COMPANIES, INC.		

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CORPORATION FILE DETAIL REPORT

Entity Name	COTTER CONSULTING, INC.	File Number	56185437
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	11/27/1990	State	ILLINOIS
Agent Name	COMAN & ANDERSON PC	Agent Change Date	09/19/2012
Agent Street Address	650 WARRENVILLE RD STE 500C	President Name & Address	ANNE EDWARDS-COTTER 100 S WACKER DR #920 CHICAGO IL 60606
Agent City	LISLE	Secretary Name & Address	ANNE EDWARDS-COTTER SAME
Agent Zip	60532	Duration Date	PERPETUAL
Annual Report Filing Date	10/31/2012	For Year	2012

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CORPORATION FILE DETAIL REPORT

Entity Name	GSG CONSULTANTS, INC.	File Number	58975241
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	09/09/1992	State	ILLINOIS
Agent Name	ARTURO SAENZ	Agent Change Date	04/04/2000
Agent Street Address	855 WEST ADAMS #200	President Name & Address	GUILLERMO GARCIA 855 W. ADAMS ST., #200 CHICAGO IL 60607
Agent City	CHICAGO	Secretary Name & Address	ARTURO SAENZ 855 W. ADAMS ST., #200, CHICAGO, IL 60607
Agent Zip	60607	Duration Date	PERPETUAL
Annual Report Filing Date	08/29/2012	For Year	2012
Old Corp Name	12/21/1992 - G.S.G. ENVIRONMENTAL CONSULTANTS, INC. 04/04/2000 - G.S.G. ENVIRONMENTAL SERVICES INC. 10/10/2003 - GSG ENVIRONMENTAL, INC.		

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CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

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CORPORATION FILE DETAIL REPORT

Entity Name	ENVIRONMENTAL DESIGN INTERNATIONAL, INC.	File Number	56289569
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	02/22/1991	State	ILLINOIS
Agent Name	STEPHEN H PUGH	Agent Change Date	04/20/2009
Agent Street Address	180 N LASALLE STE 3400	President Name & Address	DEBORAH SAWYER 33 W MONROE STREET CHICAGO 60603
Agent City	CHICAGO	Secretary Name & Address	SINTHEA MONOESIR SAME
Agent Zip	60601	Duration Date	PERPETUAL
Annual Report Filing Date	02/21/2013	For Year	2013
Old Corp Name	09/22/1993 - ENVIRONMENTAL S/E SERVICES, INC.		

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CORPORATION FILE DETAIL REPORT

Entity Name	QUIGG ENGINEERING INC.	File Number	64887912
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	05/05/2006	State	ILLINOIS
Agent Name	LORI L QUIGG	Agent Change Date	02/05/2010
Agent Street Address	2000 SOUTH MAIN ST STE A	President Name & Address	LORILL QUIGG [REDACTED]
Agent City	JACKSONVILLE	Secretary Name & Address	BECKY L. STOCKER [REDACTED]
Agent Zip	62650	Duration Date	PERPETUAL
Annual Report Filing Date	05/03/2012	For Year	2012

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DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 28th day of **February, 2013**, 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. (dba EPSTEIN)**, 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 **February 1, 2013**, to provide Phase I and Phase II design section engineering services for Contract No. **RR-12-4079 for Maintenance Facilities - Systemwide**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 12-5, Item 1**, 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 Phase I and Phase II design section engineering services for Contract No. **RR-12-4079 for Maintenance Facilities - Systemwide** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **February 1, 2013**, 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, March 2012 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 Engineer 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 March 1, 2013** and ending **March 31, 2020**, in accordance with the schedule included in the attached proposal. Should circumstances arise, the Chief Engineer of the TOLLWAY may, at his discretion and with consent of the DESIGN SECTION ENGINEER, renew this contract for two additional one year terms or one additional two year term, as agreed upon by the Parties.

Notwithstanding anything in this Agreement, the 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 **Seven Million Two Hundred Eighty-Eight Thousand, Thirteen Dollars and No Cents (\$7,288,013.00)**. 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 Engineer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineer. 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

The DESIGN SECTION ENGINEER represents that it has examined the project site, met with representatives of the TOLLWAY, and had an opportunity to ascertain the extent and the scope of services required to complete this project and is knowledgeable of the

services to be performed within the time set forth in the Project Schedule indicated in Exhibit "1" hereof. The DESIGN SECTION ENGINEER further understands and agrees that all the services required to properly complete the services will be at or below the total estimated fee (Upper Limit of Compensation) established for this contract, and that only upon receipt of correspondence modifying the established scope of services for this contract from the Chief Engineer, will any portion of the contingency provision of the said proposal be utilized. The DESIGN SECTION ENGINEER shall not be entitled to additional compensation due to errors in estimating the time, costs or expertise required to complete this design project.

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. (dba Epstein)** 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 Engineer 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 Engineer 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 Engineer shall be final. At the request and direction of the Chief Engineer 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, March 2012 and as revised thereafter.

In the event the Chief Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of services that have been performed under this Agreement by the DESIGN SECTION ENGINEER. In the case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineer shall be final. At the request and direction of the Chief Engineer 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, March 2012 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, 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.

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. (dba Epstein), 600 West Fulton Street, Chicago, Illinois, 60661**, or to the Chief Engineer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE 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 Department of Central Management Services and the Attorney General of the State of Illinois.

ARTICLE XIX

Inspector General

Each party to this Agreement hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/) the Inspector General of the Illinois State Toll Highway Authority has the authority to audit and to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse and when necessary subpoena witnesses and compel the production of books and papers pertinent to an investigation. Each party shall cooperate in any such investigation and shall provide access to all information and documentation related to the services performed and will disclose and make available all personnel involved or connected with the services or having knowledge of the services.

ARTICLE XX

Engineer Selection Process

The TOLLWAY and the 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 RR-12-4079 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

A. EPSTEIN AND SONS
INTERNATIONAL, INC. (Iba Epstein)

[Redacted Signature] 5/2/13
Chair/Executive Director - Signature / Date
Paula Wolff/Kristi Lafleur

[Redacted Signature] 02/20/13
President - Signature / Date

MICHAEL DAMORE
Printed Name as Signed Above

APPROVED:
[Redacted Signature] 4/30/13
Chief of Finance - Signature / Date
Michael Colsch

ATTEST:
[Redacted Signature] 4/20/13 (Seal)
Secretary - Signature / Date

Thomas E. Smiles
Printed Name as Signed Above

APPROVED:
[Redacted Signature] 4/23/13
General Counsel - Signature / Date
David Goldberg



Approved as to Form and Constitutionality

[Redacted Signature] 4-19-2013
Attorney General, State of Illinois - Robert Lane - Signature / Date

DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER RR-12-4079

This proposal, dated 2/1/2013, is submitted by A. Epstein and Sons International, Inc.
(Firm Name)
(dba Epstein) of Chicago, Illinois for Design Section Engineer's Service.
(City & State)

LOCATION OF DESIGN SECTION

The location of the construction Contract for which we propose to provide Design Section Engineering Services is at maintenance facilities and other facilities owned by and/or planned by the Tollway System Wide and in various Counties in Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 12-05, Item No. 01 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 2012 (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 Salary Costs (less overtime premium) multiplied by a factor of 2.80 to compensate for **Payroll Burden and Fringe Costs, Overhead and Miscellaneous Indirect Costs, and Profit.** This factor shall be used for periodic invoicing during the project.

“Actual Direct Salary” 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 (Company Employee Classification List) shall establish the classifications, current hourly rates and classification average rates of the company’s staff. Classifications must be included on Exhibit C-1 to be reimbursable.

Exhibit C-2 (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 salary increases for the DESIGN SECTION ENGINEER may not exceed the direct labor escalation rate listed in Exhibit C-2 for any twelve month period.

Exhibit C-3 This exhibit determines the Total Direct Labor for the project.

The direct salary 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 salary increases and when a newly hired employee is added to the TOLLWAY project. Individual salary increases of 7% or more in one twelve month period require a written request by the DESIGN SECTION ENGINEER and approval by the Chief Engineer of the TOLLWAY prior to using the increased rate on invoices. The DESIGN SECTION ENGINEER is required to submit a WORK FORCE AND RATE REVISIONS WORKSHEET (this is for informational purposes only) at the start of the project, at the time of annual increases, and each time the project related work force changes.

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 salary 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 Engineer of the TOLLWAY prior to reimbursement. Premium portions of overtime and Reimbursable Direct Costs will be reimbursed upon presentation of appropriate documentation.

Reimbursement for the use of automotive vehicles will be as provided in the Allowable Direct Costs. See Exhibit D.

Reimbursement for automotive vehicles furnished by the DESIGN SECTION ENGINEER as requested by the TOLLWAY shall be at the fixed rate provided in the Allowable Direct Costs. 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. All subcontractors are required to submit Exhibits A-G. Exhibit H is required if second tier subcontractors are used. 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 Engineer of the TOLLWAY.

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 7,288,013.00 (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 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 RR-12-4079

SUBMITTED BY:

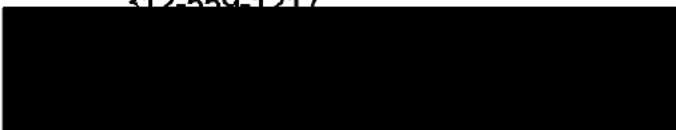
FIRM NAME: A. Epstein and Sons International Inc. (dba Epstein)

ADDRESS: 600 West Fulton Street

CITY, STATE: Chicago, IL

TELEPHONE: 312-429-8314

FACSIMILE: 312-559-1217

SIGNED BY:  _____

PRINTED NAME: Thomas E. Smiles

TITLE: Executive Vice President, Director of Engineering

Exhibit F

Scope of Work

Maintenance Facilities

Contract No. RR-12-4079

Illinois State Toll Highway Authority

EXHIBIT "1"

PAGE 9 OF 204

I. PROJECT DESCRIPTION

This project is to provide Phase I Engineering and Phase II Engineering services for the development of a Strategic System wide Master Plan to include LEED certified Structures, Site Specific Master Plan, and phased repair plans for the Tollway's maintenance facilities. As a part of the Move Illinois Program, the Tollway is reconstructing and rehabilitating its aging maintenance facilities. Five facilities will be reconstructed and replaced with buildings sized at approximately 42,500 sf. Two will be reconstructed and relocated and replaced with buildings sized at approximately 90,000 sf. A temporary facility may be constructed for the Elgin O'Hare Western Access which may be later replaced or expanded with a 90,000 sf facility, and two sites (M3 and M5) may be combined at a later date into one 90,000 sf facility. Two facilities will be rehabilitated. The project shall also assess the current condition of the existing facilities and develop contract plans to keep them in a state of good repair until they are reconstructed or rehabilitated. The goal is to have this contract develop a master plan for the maintenance facility program, design two maintenance facilities, one sized at approximately 42,500 sf and one at 90,000 sf, develop plans for periodic repair for the existing facilities. Site plans for each site would then be developed by a future DSE which would incorporate the RR-12-4079's facility design and the information from the master plan.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT RR-12-4079

The Design Section Engineer (DSE) for Contract RR-12-4079 shall provide design for the above described project, together with the identification of potential utility conflicts as per the requirements of the Tollway's Design Section Engineer's Manual, dated March 2012, as amended by the Tollway, and herein specified; studies/ reports, ESIS Part I and Part II environmental site investigations to include hazardous materials assessments of existing buildings, as required, identification of land acquisition needs, plats of survey for relocated facilities for M4, M8 and for EOWA; comprehensive temporary operational plan to accommodate maintenance operations during construction; and all other aspects assigned and or associated with the maintenance facility program. The design criteria and policies, Standard Specifications, materials and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Tollway jurisdiction. The design criteria and policies, materials and construction requirements of the Illinois Department of Transportation or applicable local agency shall apply outside the Tollway jurisdiction area.

In accordance with the Tollway's Design Section Engineer's Manual, dated March 2012, as amended by the Tollway, and as otherwise noted below, the master plan services for the above project shall include but not be limited to, the following:

A. MASTER PLAN REQUIREMENTS

1. Assess the existing condition of the 11 existing maintenance facilities and determine a scheduled inspection program to continually update the assessment through the term of the contract.

EXHIBIT "1"

2. Asses the existing condition of the facility proposed for interim maintenance of the Elgin O'Hare Expressway. Develop a report of the condition of the facility and its suitability for the intended use by the Tollway. Assist Tollway in negotiations regarding the use of the facility.
3. Identify critical short term repair needs and develop Construction Documents for a system wide contract for the implementation of those repairs.
4. Develop an intermediate-term maintenance repair plan to keep the existing facilities functional until such time that they are reconstructed or rehabilitated.
5. Develop an over all Master Plan for the longterm repair needs and upgrades for all 11 existing facilities and a new facility for maintenance of the Elgin O'Hare West Bypass. This is anticipated to include the following activities; however through the Master Planning Process other approaches or alternatives may be recommended.
6. Develop Master Plan documents for the reconstruction of maintenance facility M-1 in Alsip, Illinois.
7. M-2 is a relatively new facility therefore only minor repairs are anticipated to be required at this facility.
8. Develop Master Plan documents for the reconstruction of maintenance facility M-3 in Park Ridge, Illinois. Alternatively M-3 may be combined with the future Elgin O'Hare Maintenance Yard in which case Master Plan Documents will be developed for the disposition or reuse of the existing site.
9. Develop Master Plan documents for the reconstruction and relocation of maintenance facility M-4 in Gurnee, Illinois.
10. Develop Master Plan for preparation of the existing M-4 site for future use by the Tollway.
11. Develop Master Plan documents for the reconstruction of maintenance facility M-5 in Arlington Heights, Illinois. Alternatively M-5 may be combined with the future Elgin O'Hare Maintenance Yard in which case Master Plan Documents will be developed for the disposition or reuse of the existing site.
12. Develop Master Plan documents for the reconstruction of maintenance facility M-6 in Marengo, Illinois.
13. Develop Master Plan documents for the reconstruction of maintenance facility M-7 in Rockford Illinois.
14. Develop Master Plan documents for the reconstruction and relocation of maintenance facility M-8 in Naperville, Illinois.
15. Develop Master Plan for preparation of the existing M-8 site for future use by the Tollway.
16. Develop Master Plan documents for the rehabilitation of maintenance facility M-11 in DeKalb, Illinois.
17. Develop Master Plant documents for the rehabilitation of maintenance facility M-12 in Dixon, Illinois.
18. M-14 is a relatively new facility therefore only minor repairs are anticipated to be required at this facility.
19. Develop Master Plan documents for the construction of a Maintenance Facility for the longterm maintenance of the Elgin O'Hare Expressway.
20. Develop maintenance operational plans to accommodate required on-going maintenance activities during construction of any give maintenance site.

In accordance with the Tollway's Design Section Engineer's Manual, dated March 2012, as amended by the Tollway, and as otherwise noted below, the DSE design services shall include, but not be limited to, the following:

B. CONCEPT DESIGN REQUIREMENTS

1. Develop plats of survey for the M4, M8 and Elgin O'Hare Western Access facilities.
2. Develop contract documents for the construction of the maintenance buildings. This will include the finalization of two prototype designs for the reconstructed and relocated maintenance facility buildings. The building sizes are approximately 42,500 SF and 90,000 SF with the actual sizes to be determined by this contract. The DSE must coordinate with Tollway stakeholders on the final prototype design and must schedule meetings as required to meet the stakeholders' objectives. Stakeholders include Tollway Roadway Maintenance, Fleet, Operations, IT, Engineering, etc.
3. Develop a strategy to maintain facilities and maintenance operation during construction.
4. Site investigations for potential remediation.
5. Operating budget impact analysis. The DSE will ensure that operating and maintenance costs are evaluated as part of the scope of work development.
6. Project concept report including geometrics, materials, maintenance of traffic, drainage, number of construction contracts, design criteria, cost benefit analysis, alternatives analysis and all other appurtenant and miscellaneous items.
7. Environmental Inventory to identify potential issues related to biological, cultural, noise, air, hazardous/special waste, pedestrian/bike accommodations, land use, zoning, etc. The DSE will prepare project required permit submittals for the project which include, but are not limited to, permits from Federal Aviation Administration, U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, U.S. Fish and Wildlife, Metropolitan Water Reclamation District, IDOT, Local Agencies, Local Soil and Water Conservation Districts, Local Forest Preserve Districts, Railroads, etc. The DSE will develop the permit application and all required submittals, including but not limited to resource impact identification, environmental resource technical reports, contract plans, drainage calculations, erosion and sediment control plans, utility relocation requirements, etc. The DSE will meet with the various agencies to determine requirements. The DSE will ensure that permits are acquired and consistent with construction schedules and DSE submittals.
8. Municipality and local agency coordination.
9. The DSE will perform utility coordination including submittal and processing of Notice of Interference Forms.
10. Right of Way requirements, permitting requirements, potential utility conflicts and required intergovernmental agreements shall be identified.

C. PRELIMINARY AND FINAL DESIGN ENGINEERING

EXHIBIT "1"

The scope of work includes providing DSE Services for preliminary and final design engineering and preparation of project related permits in accordance with the Tollway's Design Section Engineer's Manual, dated March 2012, as amended by the Tollway, and as otherwise noted below, to include, but not be limited to, the following:

1. ROADWAY REQUIREMENTS

- a. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
- b. Identify utility impacts on construction, right-of-way, costs, and project schedule.
- c. Conduct supplementary survey and right-of-way studies as required.
- d. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules.

2. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

During this phase, the DSE shall perform designs and prepare contract plans and documents for the maintenance buildings to include, but not be limited to, the following:

- a. Develop contract documents for an approximately 42,500 sf. maintenance facility. Master Plan shall be sealed by Licensed Architect.
- b. Develop contract documents for an approximately 90,000 sf maintenance facility. Master Plan shall be sealed by Licensed Architect.
- c. Develop contract documents for the ongoing maintenance requirements of existing facilities until they are either reconstructed or rehabilitated. The schedule for these contracts will be based upon the assessment of the DSE as a part of their term maintenance repair plan and based upon available funds.
- d. Provide erosion control for all construction zones.
- e. Provide design of appropriate landscape, and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual and as defined in the Concept Design.
- f. Coordination with the Illinois Tollway with regard to environmental issues including, but not limited to ACOE, IEPA, NPDES, IDNR-OWR. The following tasks have been or will be completed and will be contained in the Project Master Plan/Environmental Impact Statement: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, Tree Survey, Special Waste Assessment, and Noise Analysis. The permit applications shall be prepared by the consultant for submittal by the Tollway. The Illinois Tollway will submit one comprehensive joint permit application for the project.

- g. Protection and / or relocation of utilities.
- h. All other appurtenant and miscellaneous items.

3. ENVIRONMENTAL STUDIES AND REPORTS

- a. Determine and evaluate potential environmental impacts.
- b. Completion of a two- part Environmental Studies Inventory Sheet (ESIS). Part I and Part II shall be submitted with submittal packages as directed. Part II shall be submitted with preliminary plans.
- c. Evaluate and develop erosion control plans/measures if necessary.

4. MAINTENANCE OF TRAFFIC

Protection and maintenance of Tollway and crossroad traffic, and maintenance of toll operations during construction. The existing number of traffic lanes shall be maintained on the mainline in each direction during peak hours.

5. UTILITIES

- a. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
- b. Verify location of existing communications cables and utilities with respect to the proposed improvements.
- c. All utilities coordination shall be performed in accordance with the DSE Manual, specifically with requirements of Subsection 4.5.17 and Section 6.

III. DESIGN SECTION ENGINEER'S (DSE's) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

- 1. The DSE shall furnish services in accordance with the articles contained in the Illinois Tollway DSE Manual and all applicable Tollway Criteria, Manuals and Bulletins.

B. FIELD SURVEY

- 1. The DSE shall perform all survey work necessary for the design of the project in accordance with the appropriate sections of the DSE's Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
- 2. Maximum use should be made of available record drawings; however, it is the Design Section Engineer's responsibility to verify all topography in the field.

EXHIBIT "I"

3. Obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
4. Utilize available record drawings and verify features in the field. Utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
5. All coordination with Agencies, including but not limited to the Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.

IV. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the DSE's Manual with special attention to, but not limited to, the following:

A. MASTER PLAN SUBMITTAL REQUIREMENTS

1. Part I ESIS with special waste assessment and hazardous materials assessment of buildings.
2. Concept Land Acquisition cost estimates
4. Concept construction cost estimate.
5. Impacts to construction schedule and staging.
6. Provide written results on findings from Section III of Scope with written recommendations.
7. Maintenance of traffic concepts shall include preliminary stage layouts and duration estimates.
8. Pavement markings, delineators and signing for the contract limits.

B. CONCEPT AND PHASE SUBMITTAL REQUIREMENTS (for Facilities):

1. Concept construction cost estimate.
2. Part II ESIS
3. Land acquisition costs
4. Environmental remediation study and cost analysis
6. Impacts to construction schedule and staging.
7. Provide written results on findings from Section III of Scope with written recommendations.
8. Maintenance of traffic concepts shall include preliminary stage layouts and duration estimates.
9. Pavement markings, delineators and signing for the contract limits.
10. Associated DSE, SUR, and CM activities as assigned

C. OTHER SERVICES AND SUBMITTALS REQUIRED:

EXHIBIT "1"

1. Preparation of preliminary, pre-final and final contract documents, special provisions, design and quantity calculations and construction schedule to be reviewed by the Tollway for the first facility to be reconstructed utilizing the prototype building. This is anticipated to be Maintenance Yard M-1 utilizing the 90,000 SF building. This is subject to change during the Master Planning Process.
2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSEs as often as required to insure the final contract documents of all contracts relating to the limits are coordinated.
3. Maintenance of traffic and construction staging.
4. Final construction cost estimates will be developed by the DSE.
5. All other submittals as required in the DSE Manual.
6. The DSE shall utilize new tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
7. Coordinate with the Tollway Project Manager on sending individual letters to municipal, township, county and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under Tollway consideration and comment on community issues of concern or support.
8. Coordinate with the Tollway Project Manager, Tollway's Planning, Tollway Communication, and Tollway PMO Division on meeting with individual property owners, neighborhood groups and their local officials as required to address their questions or concerns regarding indirect project impacts.
9. Re-evaluate the approved Facilities Repair Schedule to ensure plan meets operational needs as per the attached schedule and provide documentation and revisions supporting recommendations.
10. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.

V. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

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

1. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Tollway's website at www.illinoisvirtualtollway.com or from IDOT or Local Agency.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and centerline of the project limits.
3. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Design Manual can be obtained from the Tollway's website at www.illinoistollway.com.
4. Maintenance Section Reports and Facility Reports.
5. Historical prototype designs and documentation.

EXHIBIT "1"

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6. IEPA reports including environment incidents and required documentation leading to the finalization and close out of such incidents and required documentation.

EXHIBIT "1"
PAGE 17 OF 204

PROJECT SCHEDULE
Maintenance Facilities Contract No. RR-12-4079
Systemwide Master Plan

SCHEDULE

1.	Scoping Meeting	01/07/13
2.	Design Scope Submittal	02/01/13
3.	Design Scope Approval	02/15/13
4.	Notice to Proceed	04/01/13
5.	Project Kick-Off Meeting	04/04/13
6.	Assessment and Concept Submittal	11/08/13
7.	Pre-final Submittal	11/15/13
8.	Final Submittal	11/22/13
9.	Master Plan Approval	12/17/13
10.	Reassessment of Master Plan Submittal	January, 2015
11.	Reassessment of Master Plan Submittal	January, 2016
12.	Reassessment of Master Plan Submittal	January, 2017

Project schedule for Master Plan will include contingency plan for EOWA, Maintenance Yard 8, Maintenance Yard 4, and Maintenance Yards 5 and 3. Master Plan will utilize MOVE ILLINOIS Plan schedule for development and coordination efforts to determine and finalize Master Plan schedule referenced above.

Project schedule for Master Plan, Maintenance Facilities Prototype Design, Phase I and IIESIS, and Remediation study as well as other assignment will be determined in upon NTP.

EXHIBIT "1"
PAGE 18 OF 204

PROJECT SCHEDULE
Maintenance Facilities Contract No. RR-12-4079
Facility Prototype Design Schedule

SCHEDULE

1.	Scoping Meeting	01/07/13
2.	Design Scope Submittal	02/01/13
3.	Design Scope Approval	02/15/13
4.	Notice to Proceed	04/01/13
5.	Project Kick-Off Meeting	04/04/13
6.	Concept Submittal	06/14/13
7.	Preliminary Submittal	07/19/13
8.	Pre-final Submittal	08/16/13
9.	Final Submittal	09/20/13
10.	Advertise	10/04/13
11.	Bid Opening	11/01/13
12.	Board Award	11/21/13
13.	Construction Start Date	03/2014

Design may start concurrently as Master plan is being developed.

Dates for Items 7 through 13 are for earliest construction contracts (to begin in 2013), i.e., Site M-10 other construction contract (for construction to begin after 2014) design schedules are to be determined.

EXHIBIT "1"

PROJECT SCHEDULE
Maintenance Facilities Contract No. RR-12-4079
Site M-1 Pilot Design Schedule

SCHEDULE

1.	Scoping Meeting	01/07/13
2.	Design Scope Submittal	02/01/13
3.	Design Scope Approval	02/15/13
4.	Notice to Proceed	04/01/13
5.	Project Kick-Off Meeting	04/04/13
6.	Concept Submittal	06/14/13
7.	Preliminary Submittal	07/19/13
8.	Pre-final Submittal	08/16/13
9.	Final Submittal	09/20/13
10.	Advertise	10/04/13
11.	Bid Opening	11/01/13
12.	Board Award	11/21/13
13.	Construction Start Date	03/2014

Site M-1 Pilot Design will start concurrently with the Facility Prototype Design

PROJECT SCHEDULE
Maintenance Facilities Contract No. RR-12-4079
Facilities Repair Schedule Plan

SCHEDULE

1.	Scoping Meeting	01/07/13
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TBD

EXHIBIT "1"
12 of 16

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2.	Design Scope Submittal	02/01/13
3.	Design Scope Approval	02/15/13
4.	Notice to Proceed	04/01/13
5.	Project Kick-Off Meeting	04/04/13
6.	Assessment and Concept Submittal	07/05/13
7.	Pre-final Submittal	07/19/13
8.	Final Submittal	08/02/13
9.	Plan Approval	08/16/13
10.	Develop plans for repair for advertisement	02/15/14
11.	Reassessment of Repair Schedule Submittal	07/15/14
12.	Develop plans for repair for advertisement	02/15/15
13.	Reassessment of Repair Schedule Submittal	07/15/15
14.	Develop plans for repair for advertisement	02/15/16
15.	Reassessment of Repair Schedule Submittal	07/15/16
16.	Develop plans for repair for advertisement	02/15/17
17.	Reassessment of Repair Schedule Submittal	07/15/17

This schedule refers to part A. 1. under BASIC SERVICES in the Scope Description and Fee Estimate for the Tollway Maintenance Facilities

Attachment A

Web-based Project Management System

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

- 1) Simplification of communications/online collaboration.

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

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

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

- 1.0** Consultant shall utilize ISTHA web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0** Within 14 calendar days of Notice to Proceed, Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.
- 3.0** Consultant is required but not limited to submit the following using the System:
 - 3.1 Submittal schedule, submittals shall be processed using the System to provide a record of activity.
 - 3.2 Progress reports.
 - 3.3 Inspection reports.

- 3.4 Requests for information, project clarifications, general communication and project related issues.
 - 3.5 Meeting agendas, no later than 3 days before meeting.
 - 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.
- 4.0** Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:
- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
 - 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
 - 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
 - 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
 - 4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners ⁵	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

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

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

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

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

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

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECT

**I-12-4079
Epstein**

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
CDOT	Riverfront Bike Trail	\$1,082,917	\$200,000	4/15/14
CDA	O'Hare Runway 10R/28L	\$3,750,000	\$450,000	12/31/15
IDOT PTB 149/9	FAI 74 at Henderson Creek FAI 74 at Pope Creek	\$1,050,000	\$200,000	4/15/15
Various Structural	US 67 at Henderson Creek			
IDOT PTB 147/20	US 34 Sandwich to Plano Phase I Widening	\$1,213,855	\$35,000	5/15/13
CDA	O'Hare Taxiways 45 & 46	\$700,000	\$600,000	9/30/2013
Will County	Bell Road and 143 rd Street	\$962,000	\$237,000	3/30/2013
Illinois Tollway PSB 12-3 Item 2	Elgin O'Hare West ByPass	\$1,455,466	\$1,355,466	4/30/2014

**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**



ILLINOIS TOLLWAY CONTRACT NO.: RR-12-4079

CONSULTANT NAME: A. Epstein and Sons International, Inc. (dba Epstein)

ATTACHMENT EE

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
- the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. 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.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) 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.

**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.
6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are 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 the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. 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.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after 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. 30 ILCS 500/50-10.
9. 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 and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State. 30 ILCS 500/50-10.5e.
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. 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 and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. 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.
14. 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.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

16. Vendor certifies that it has not retained 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.
17. 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.
18. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
19. Drug Free Workplace
 - 19.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 19.2. If Vendor is an individual and this contract is worth more than \$5000, 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. 30 ILCS 580.
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.
21. 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.
22. 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.
23. 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.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
26. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
27. 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 unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also

**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
29. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the 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.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

30. 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.
31. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.


B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

VENDOR (show Company name and DBA): A. Epstein and Sons International, Inc. (dba Epstein)

Signature 

Printed Name Thomas E. Smiles, P.E.

Title: Executive Vice President, Director of Engineering

Date 2/25/2013



STATE OF ILLINOIS
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO. RR-12-4079
CONTRACTOR (CONSULTANT) NAME: A. Epstein and Sons International, Inc.
DBA Epstein
SUB CONTRACTOR (CONSULTANT) NAME: _____

1. PAYMENT TERMS AND CONDITIONS:

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

- 1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
- 1.6.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.
2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
4. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
5. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
6. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

7. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
8. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
9. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
10. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
11. **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
12. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

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

continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

22. FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

23. SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

24. WARRANTIES FOR SUPPLIES AND SERVICES:

24.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

24.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

24.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

25. REPORTING, STATUS AND MONITORING SPECIFICATIONS:

25.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

25.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

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

STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

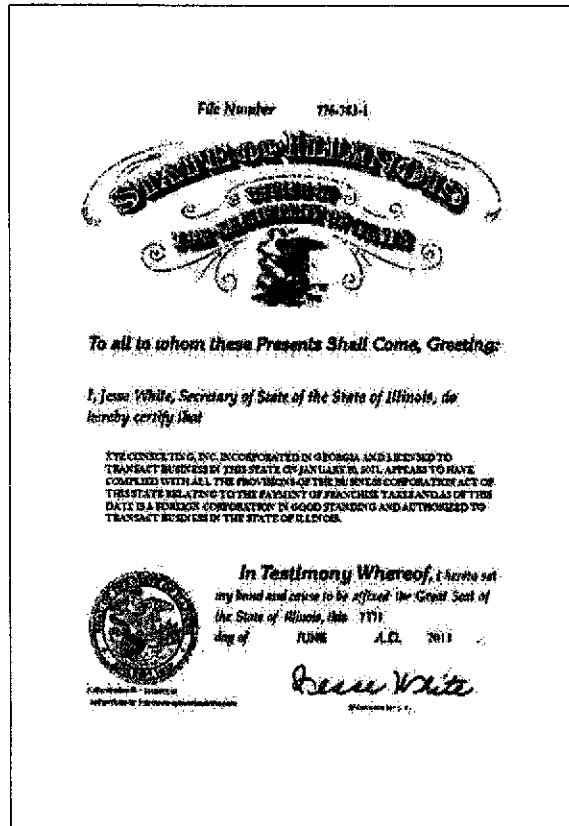
STATE OF ILLINOIS

EVIDENCE OF AUTHORIZATION TO DO OR TRANACT BUSINESS IN ILLINOIS

ATTACHMENT AA

A "Responsible" Vendor must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or offer is submitted for a State contract. For information on registering to conduct business in Illinois, please contact the Illinois Secretary of State's Department of Business Services. (http://cyberdriveillinois.com/departments/business_services/home.html). If you believe your company is not required to register to do business in Illinois, please include a detailed explanation of the legal basis for such conclusion. Failure to timely register or provide a legally sufficient justification for not registering may deem your bid non-responsive

EXAMPLE: SECRETARY OF STATE CERTIFICATE OF GOOD STANDING



File Number 5367-849-1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby 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.



Authentication #: 1226901722

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

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 25TH day of OCTOBER A.D. 2012 .

Jesse White

SECRETARY OF STATE

STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

ATTACHMENT BB

1. If Vendor employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one prior to the Offer opening date. 775 ILCS 5/2-101. If the Agency/University cannot confirm compliance, it will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): **A. Epstein and Sons International, Inc. DBA Epstein**

(check if applicable) The number is not required as the company has employed 14 or fewer full-time employees during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

IDHR Public Contracts Number: **97876-00** Expiration Date: **3/6/2014**

2. If a number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: **N/A.**
3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 Ill. Adm. Code 750.210(a).
4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
5. If Vendor's organization holds an expired number, it must re-register with the Department of Human Rights.
6. Vendor may obtain an application form by:
 - 6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
 - 6.2. Internet: Download the form from the Internet at (www.state.il.us/cms). In the Selling to Illinois area section.

Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT CC

A. Epstein and Sons International, Inc. DBA Epstein 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.

Click here to enter text hereby agrees to the exceptions provided by **A. Epstein and Sons International, Inc. DBA Epstein** and to the Additional Terms and Conditions provided by **A. Epstein and Sons International, Inc. DBA Epstein**.

Agreed: Click here to enter text	Agreed: Click here to enter text
By: Click here to enter text	By: Click here to enter text
Signed:	Signed:
Position: Click here to enter text	Position: Click here to enter text
Date: Click here to enter text	Date:

**STATE OF ILLINOIS
STATE BOARD OF ELECTIONS CERTIFICATE**

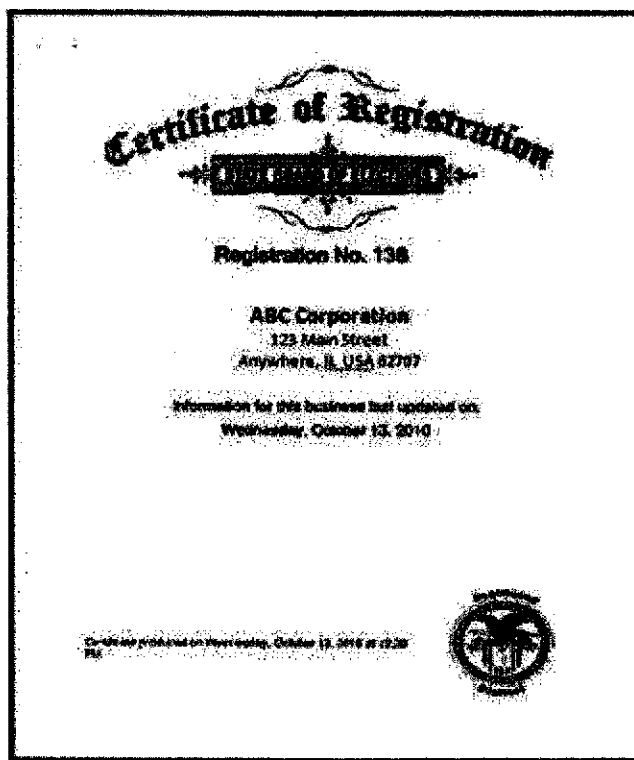
ATTACHMENT DD

Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors and bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and have contracts with State agencies that annually total more than \$50,000 or who has aggregate pending bids or proposals and current State contracts that total more than \$50,000, is prohibited from making political contributions.

If required to register, please provide a copy of this certificate with the bid.

EXAMPLE STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION



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, October 18, 2012

Certificate produced on Thursday, October 18, 2012 at 4:50 PM



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.

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

- If you are an individual, then enter your name and Social Security Number (SSN) as it appears on your Social Security Card.
- If you are a sole proprietor, then enter the owner's name on the name line followed by the name of the business and the owner's SSN or Employer Identification Number (EIN).
- If you are a single-member LLC that is disregarded as an entity separate from its owner, then 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, then 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. DBA Epstein**

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"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: 

Date: **February 1, 2013**



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

Date: February 1, 2013

Project Number: RR-12-4079

Project Name: Maintenance Facilities

DELINQUENT DEBT REVIEW

Sub Contractor/Consultant Disclosure.

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

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

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

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

PRIME CONTRACTOR

Prime Contractor/Consultant: A. Epstein and Sons International, Inc.

DBA Epstein

Federal Employment Identification Number (FEIN)

E-Mail: tsmiles@epsteinglobal.com

SUB-CONTRACTOR(S)

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor / Consultant FEIN</u>	<u>Address</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
Cotter Consulting		100 South Wacker Drive, Suite 920, Chicago, IL 60606	\$177,600
GSG Consultants		855 W. Adams St., Suite 200, Chicago, IL 60607	\$530,000
Environmental Design International, Inc.		33 W. Monroe St., Suite 1825, Chicago, IL 60603	\$445,676
Quigg Engineering		2000 S. Main St. Suite A, Jacksonville, IL 62650	\$371,570

Sign [Redacted] **Print** Thomas E. Smiles **Date** 02/01/13

Prime Contractor/Consultant

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Financial Disclosures and Conflicts of Interest forms ("forms") must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the 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 previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

Subcontractor forms must be provided with a copy of the subcontract, if required, within 15 days after execution of the State contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$50,000.

This disclosure is submitted for:

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor's Parent Entity(ies) > \$50,000

Project Name and Illinois Procurement Bulletin Number	RR-12-4079, PSB 12-5, Item No. 1, Maintenance Yards System Wide
Vendor Name	A. Epstein and Sons International, Inc.
Doing Business As (DBA)	Epstein
Parent Entity	N/A
Subcontractor	N/A
Instrument of Ownership or Beneficial Interest	S Corporation <input type="checkbox"/> If you selected Other, please describe: N/A

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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. I will 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. I will attach a copy of the Federal 10-K, and I will skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. I will 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. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and will 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. I will 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. I will 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. I will attach a copy of the Securities Exchange Commission Form 20-F or 40-F and will skip to Step 3.

Option 5 – Not-for-Profit Entities

I will complete Step 2, Option B.

Option 6 – Sole Proprietorships

I will skip to Step 3.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietors, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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 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
A. Epstein and Sons International, Inc. Employees' Stock Ownership Trust	c/o North Star Trust Company Trustee 500 West Madison Street, Suite 3150 Chicago, IL 60661	100% Refer to attached letter from Northstar Trust.	

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 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
A. Epstein and Sons International, Inc. Employees' Stock Ownership Trust	c/o North Star Trust Company Trustee 500 West Madison Street, Suite 3150 Chicago, IL 60661	100% Refer to attached letter from Northstar Trust.	

Please certify that the following statements are true.



NORTH STAR
TRUST COMPANY

500 W. Madison St.
Suite 3150
Chicago, IL 60661
Main 312.559.9761

March 22, 2013

Mr. Paul D. Kovacs
Chief Engineer
Illinois Tollway
2700 Ogden Avenue
Downers Grove, IL 60515

Re: Stock ownership

Dear Mr. Kovacs:

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. North Star 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.

North Star Trust Company acts as trustee of the Trust and holds the stock on behalf of the ESOP. Otherwise, North Star 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 two individuals that have beneficial value over \$106,447.20. They are listed with their most recent balances and beneficial ownership below:

Mike Damore (\$121,613.72)	.032%
James Jirsa (\$122,831.68)	.032%


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,



John G. Hommer
Sr. Vice President

BMO  A part of BMO Financial Group

North Star Trust Company offers products and services through various affiliates of BMO Financial Corp., including BMO Harris Bank N.A., BMO Asset Management Corp., BMO Harris Financial Advisors, Inc. (member FINRA/SIPC, SEC-registered investment adviser), and Taplin, Canida & Habacht, LLC. Insurance coverage is underwritten by a number of insurers. Insurance products are the obligation of the insurance company. Investment products offered are: **NOT A DEPOSIT - NOT INSURED BY THE FDIC OR ANY FEDERAL GOVERNMENT AGENCY - NOT GUARANTEED BY ANY BANK - MAY LOSE VALUE.**
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EXHIBIT "7"

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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

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and 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 and complete Step 6 for each individual.

Name	Address	Relationship to Disclosing Entity

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

**STEP 4
PROHIBITED CONFLICTS OF INTEREST**

All vendors must complete regardless of annual bid, offer, or contract value.
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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: A. Epstein and Sons International, Inc. Employees' Stock Ownership Trust, James Jirsa and Mike Damore

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
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 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL
RELATIONSHIPS**

Complete only if bid, offer, or contract has an annual value over \$30,000.
(Subcontractors with subcontract annual value of more than \$30,000 must complete)

Step 5 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: A. Epstein and Sons International, Inc. Employees' Stock Ownership Trust, James Jirsa and Mike Damore

1. Do you currently have, or in the previous 3 years have you had State employment, including Yes No

EXHIBIT "I"

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contractual employment of services?

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? 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
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 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 3, Step 4, or Step 5, 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.

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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: **A. Epstein and Sons International, Inc. Employees' Stock Ownership Trust, James Jirsa and Mike Damore***

- 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
- 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. **N/A**

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

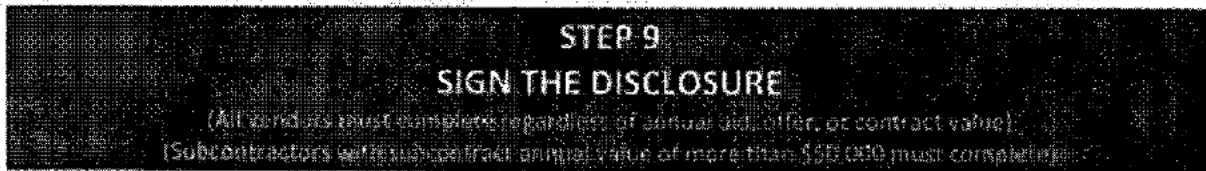
If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with units of State of Illinois government? Yes No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Tollway	Elgin O'Hare West	Current Contract	\$7,126,832	I-12-4039, PSB 12-03

	Bypass, U.S. Route 20 to Illinois Route 83		(Epstein \$1,420,000.00)	Item 2
Illinois Tollway	Design Upon Request	Current Contract	\$500,000.00	RR-11-9110, PSB 11-02, Item 7
IDOT	US 34	Current Contract	\$1,213,859.00	PTB 147, Item 20
IDOT	District 4, Various	Current Contract	\$1,050,000	PTB 149, Item 21
Capital Development Board	Renovate Intake Building, Illinois Youth Center, St. Charles	Current Contract	\$369,000.00	PSB 177, CDB 125-110- 008

Please explain the procurement relationship: Vendor



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. DBA Epstein

Signature

Date: February 1, 2013

Printed Name: Thomas E. Smiles

Title: Senior Vice President, Director of Engineering

Phone Number: (312) 429-8314

Coenen, Timothy

From: Miller, Kathleen
Sent: Friday, March 01, 2013 2:19 PM
To: Coenen, Timothy
Cc: Hauk, John; Smith, James A
Subject: RE: 4079 Epstein Insurance Cert

Tim,

The Certificate of Insurance submitted on behalf of Epstein has met the requirements as set-forth by the Illinois Tollway.

Thank you,
Kathleen T. Miller
Risk management
Illinois State Toll Highway Authority

From: Coenen, Timothy
Sent: Friday, March 01, 2013 1:50 PM
To: Miller, Kathleen
Subject: 4079 Epstein Insurance Cert

Kathy,

Please see the attached insurance certificate for the 4079 Epstein contract for approval. Let me know if you have any questions or need anything else. Thanks-

Tim

Timothy J. Coenen
Senior Contract Engineer | Illinois Tollway Authority | 2700 Ogden Ave. | Downers Grove, IL 60515
P: 630-241-6800 x3962
Certified Project Manager 1 | ARCADIS | 120 S. LaSalle St., Suite 1350 | Chicago, IL 60622
M: 312 404-4442
<http://www.arcadis-us.com>

ARCADIS, Imagine the result

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EXHIBIT "1"
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Illinois, Inc. 233 S. Wacker Drive Suite 2000 Chicago IL 60606	CONTACT NAME:	
	PHONE (A/C, No, Ext): 312-288-7700	FAX (A/C, No): 312-234-0643
INSURED A. Epstein and Sons International, Inc. dba EPSTEIN 600 W. Fulton Street Chicago IL 60661	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Lexington Insurance	NAIC # 19437
	INSURER B : Travelers Property & Casualty Compa	25674
	INSURER C : Starr Indemnity & Liability Company	38318
	INSURER D :	
	INSURER E :	

COVERAGES

CERTIFICATE NUMBER: 657472768

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		P6306470B626TCT	2/1/2013	2/1/2014	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMPROP AGG	\$2,000,000
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PB106470B626TIL	2/1/2013	2/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	SISCCCL01983713	2/1/2013	2/1/2014	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A	PNUB6470B62613	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Professional Liability		024647188	2/1/2013	2/1/2014	\$2,000,000 \$2,000,000	Per Claim Aggregate

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

Re: ISTHA PSB 12-05, Epstein Project No. 12341

Additional Insured-General Liability & Automobile Liability: Illinois Tollway; Illinois Department of Transportation

CERTIFICATE HOLDER**CANCELLATION**

Illinois State Toll Highway Authority 2700 Ogden Avenue Downers Grove IL 60515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Project Number: RR-12-4079

Consultant: A. Epstein and Sons International Inc. (dba Epstein)

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2013												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Short Term Repair Plan				300	300	300	300	300	300	300	300	300	300	2700
Master Plan Sites				1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	9000
Prototype				500	500	500	500	500	500	500	500	500	500	4500
Site Due Diligence														
Long Term Maintenance CD's														
TOTALS				1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	16200

- Notes:**
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Short Term Repair Plan													
Master Plan Sites	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	12000
Prototype	500	500	500	500	500	500	64	200	200	200			3064
Site Due Diligence													600
Long Term Maintenance CD's													
TOTALS	1500	1500	1500	1500	1500	1500	1064	1200	1200	1200	1000	1000	15664

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Project Number: RR-12-4079 Consultant: A. Epstein and Sons International Inc. (dba Epstein)

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Short Term Repair Plan															
Master Plan Sites															
Prototype															
Site Due Diligence															
Long Term															
Maintenance CD's	280	280	280	280	280	280	280	280	280	280	280	280	280	280	
TOTALS	280	280	280	280	280	280	280	280	280	280	280	280	280	280	3360

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Project Number: RR-12-4079

Consultant: A. Epstein and Sons International Inc. (dba Epstein)

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Short Term Repair Plan															
Master Plan Sites															
Prototype															
Site Due Diligence															
Long Term															
Maintenance CD's	280	280	280	280	280	280	280	280	280	280	280	280	280	280	3360
TOTALS	280	280	280	280	280	280	280	280	280	280	280	280	280	280	3360

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

EXHIBIT "A"

Date Revised 04/09/12

Project Number: RR-12-4079

Consultant: A. Epstein and Sons International Inc. (dba Epstein)

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Short Term Repair Plan														
Master Plan Sites														
Prototype														
Site Due Diligence														
Long Term														
Maintenance CD's	280	280	280	280	280	280	280	280	280	280	280	280	280	
TOTALS	280	280	280	280	280	280	280	280	280	280	280	280	280	3360

Notes:

- 1.) Use as many pages as required to show the entire schedule for this project.
- 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Project No. RR-12-4079

Consultant: A. Epstein and Sons International Inc. (dba Epstein)

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 41,944.00
(From Exhibit C-3)

Total Dollars: \$ 1,635,986.00
(From Exhibit C-3)

Multiplier to be used on this project:

2.80

Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

DIRECT REGULAR SALARY TIMES MULTIPLIER

\$ 4,580,760.80

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 219,568.20

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 1,524,846.00
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ -
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ 1,524,846.00

D. ADDITIONAL SERVICES (prime and subconsultants) \$ 962,838.00
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 7,288,013.00

Project No.: RR-12-4079

Consultant: A. Epstein and Sons International Inc. (dba Epstein)

Date: 2/1/2013

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. Q/T?
Project Principal	Osborne, Gregory	46.67	62.34	
	Scott, David	63.48		
	Smiles, Thomas	77.88		
Senior Project Manager	Chandler, Jason	55.29	65.82	
	Dix, John Adams	73.92		
	Hilly, David	49.71		
	Haber, William	64.49		
	Pelleter, Theresa R.	58.65		
	Suarez, Thomas M.	83.17		
	White, Stuart	75.48		
Project Manager	Chatterjee, Pijush	55.85	52.38	
	Chu, Elizabeth	56.37		
	Curley, Edward	43.46		
	Robertson, John	51.92		
	Stutsky, Rael	54.18		
Assistant Project Manager	Mhsele, Ivanov-Catigas	27.18	30.89	
	Troy Woodard	34.62		

- * Exhibit C-1 is a comprehensive list of classifications of company employees.
- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

Date: 2/1/2013

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Chief Engineer	Dombrowski, Peter	58.73	58.32	
	Shepherd, Michael S.	58.12		
	Weng, Yan	58.11		
Senior Project Engineer/Architect	Buck, Eric	43.87	45.39	
	Czosnyka, Peter	44.23		
	Desai, Pradip	49.30		
	Fullick, Douglas	34.66		
	Iniguez, Victor	45.87		
	Lach, John	48.40		
	Pocjask, Tom	49.28		
	Santarelli, Michael	49.04		
	Scottar, Michael	48.08		
	Torrearepi, Pablo	41.35		
	Project Engineer/Architect	Chandler, Lori	34.20	34.53
Cho, Hannah		27.64		
Helmsy, Jennifer		32.34		
Kardys, Brandy		34.38		
Kedra, Peter		28.85		
Landgraf, Michael		27.57		
Moorhouse, Patrick		37.48		
Romano, Joseph		38.60		
Sheahan, Keith		44.94		
Singh, Tripti		36.58		
Varra, Raveesh		40.31		

* Exhibit C-1 is a comprehensive list of classifications of company employees.

- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Senior Design Engineer/Architect	Conklin, Matthew	27.88	31.70	
	David, Vince	29.33		
	Dike, Deras	32.18		
	Kim, Shana	30.24		
	Lairet, Karina	31.26		
	Mark, Allen	35.62		
	Reber, Benjamin	30.82		
	Starr, Daniel	32.68		
	Valente, Paul	32.79		
	Vaysman, Ella	34.16		
Design Engineer/Architect	Claus, Matthew	19.31	23.87	
	Dalezman, Michael	26.24		
	Drecoli, Daniel	21.75		
	Dyer, Meghan	19.63		
	Ernst, Will	19.04		
	Fimbach, Nicole	23.08		
	Hartig, Bradley	25.03		
	Housley, Chris	20.48		
	Howe, Rebecca	25.98		
	Kidd, Stacy	24.71		
	Kozys, Karulla	25.48		
	Lee, Yiu	29.28		
	Lezcano, Ryan	30.48		
	Macko, Christopher	27.25		
	Maxwell, Tyler	23.43		
	Ozog, Tim	22.60		
	Palma, Jennifer	28.73		
	Parmer, Nimesh	23.08		
	Pope, Bear	19.28		
	Rucho, Sean	23.77		
Travers, Katherine	24.41			

* Exhibit C-1 is a comprehensive list of classifications of company employees.

- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Senior Designer	Pitum, Alena	28.98	31.70	Yes
	Suero, Maxie	38.44		Yes
Designer	Archie, Ashley	18.15	17.90	
	Guida, Cristina	17.60		
	Henson, Rachel	18.63		
	Meindl, Kirby	20.55		
	Moreno, Patricia	18.56		
Senior Sustainability	Gardner, Brett	49.52	37.60	
	Roberts, Elizabeth	25.08		
Cadd Coordinator	Rolly, Donald	27.93	27.93	Yes
Intern	Fain, Jeffrey	14.50	14.50	Yes
Assistant Specifier	Swiergula, Yvonne	17.17	17.17	Yes
Senior Administrative Assistant	Carpenter, Sue Ellen	27.18	28.81	Yes
	Dadabo-Sells, Judith	28.84		Yes
	Knight, Virginia	29.48		Yes
	Panzica, Esther	27.62		Yes
	Williams, Tarrie	30.95		Yes

- * Exhibit C-1 is a comprehensive list of classifications of company employees.
- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

EXHIBIT "1"

Project No.: RR-12-4079 Consultant: A. Epstein and Sons International Inc. (dba Epstein)

Date: 2/1/2013

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 57 NO. OF MONTHS
 SCHEDULED START DATE: 4/1/2012
 RAISE DATE: 1/1/2014
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date	Date
4/1/2013	12/31/2013	1/1/2014	12/31/2014	1/1/2015	12/31/2015	1/1/2016	12/31/2016
9.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
57.0	57.0	57.0	57.0	57.0	57.0	57.0	57.0
15.79%	21.68%	22.33%	23.00%	23.69%	23.69%	23.69%	23.69%
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 Factor Eighth Period

The escalation factor for this project is: 106.51%

EXHIBIT "1"

Project No.: RR-12-4079

Consultant: A. Epstein and Sons International Inc. (dba Epstein)

Date: 2/1/2013

Total Escalation Factor from C-2: 106.51%

EXHIBIT C-3: DIRECT LABOR CALCULATION

Classification (From Exhibit C-1)	(1) Current Average Hourly Rate (From Exhibit C-1) (SEE NOTE 1 BELOW)	(2) Escalated Average Hourly Rate (SEE NOTE 2 BELOW)	(3) Estimated Work Hours (Including Overtime)	Direct Labor Extension (Col. 2 x Col. 3)
Project Principal	\$62.34	\$66.40	800.00	\$ 53,120.00
Senior Project Manager	\$65.82	\$70.00	2,800.00	\$ 196,000.00
Project Manager	\$52.36	\$55.77	2,800.00	\$ 156,156.00
Assistant Project Manager	\$30.89	\$32.90		
Chief Engineer	\$56.32	\$59.99	1,000.00	\$ 59,990.00
Senior Project Engineer/Architect	\$45.39	\$48.34	6,444.00	\$ 311,503.00
Project Engineer/Architect	\$34.53	\$36.78	6,200.00	\$ 228,036.00
Senior Design Engineer/Architect	\$31.70	\$33.76	6,200.00	\$ 209,312.00
Design Engineer/Architect	\$23.87	\$25.42	5,600.00	\$ 142,352.00
Senior Designer	\$31.70	\$33.76	1,500.00	\$ 50,640.00
Designer	\$17.90	\$19.06	1,500.00	\$ 28,590.00
Senior Sustainability	\$37.60	\$40.05	1,500.00	\$ 60,075.00
Cadd Coordinator	\$27.93	\$29.75	1,600.00	\$ 47,600.00
Intern	\$14.50	\$15.44	1,000.00	\$ 15,440.00
Assistant Specifier	\$17.17	\$18.29	1,200.00	\$ 21,948.00
Senior Administrative Assistant	\$28.81	\$30.68	1,800.00	\$ 55,224.00

Total Estimated Work Hours: 41,944.00 (Page 1)
Must Match Exhibit A

(Page 1) Total Direct Labor: \$ 1,635,986.00

(Page 1) Average Hourly Rate: \$ 39.00

(1) Average Hourly Rate per classification from C1. Hard enter this number. **DO NOT** insert a formula.

* Average Hourly Rates cannot exceed applicable salary caps.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	<u>\$ 45.00</u>	X	<u>0</u>		<u>\$ -</u>
	Includes Tolls		No. of Days		

Mileage	<u>\$ 0.565</u>	X	<u>5,000</u>		<u>\$ 2,825.00</u>
	Mileage Rate		No. of Miles		

(Use mileage rate found at:

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

TOTAL VEHICLE REIMBURSEMENT					<u>\$ 2,825.00</u>
------------------------------------	--	--	--	--	--------------------

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

http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

\$ 69,243.20

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

LEED Commissioning

Renderings

Noise Monitoring and Analysis

Parking

EXHIBIT "1"

PAGE 65 OF 204

ALLOWABLE DIRECT COSTS

08.01.2008

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)
Daily Rate (owned or leased the same)	\$45/day (Maximum)
Overtime	Including Tolls
Tolls	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
Mobile Phone (for traffic system implementation)	
Telephone Usage (for traffic system monitoring)	
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 tools of the trade.

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable) **\$70/month/phone (Maximum)**

Radio Communication
2-way Radio **Actual Cost
Actual Cost**

Vehicles (Only for Vehicles assigned to project)
DAILY RATE ONLY **\$45/day (Maximum)
Including Tolls**

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:

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.

Project No. RR-12-4079

Consultant: A. Epstein and Sons International Inc. (dba E

EXHIBIT D (Continued)

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

Classification	Estimate of Overtime Hours	Escalated Hourly Rate (Premium Portion Only) (SEE NOTE 1 BELOW)	Premium Overtime Dollars (Hours x Rate)
Senior Designer	0.00	\$16.88	
Cadd Coordinator	0.00	\$14.88	
Intern	0.00	\$7.72	
Assistant Specifier	0.00	\$9.15	
Senior Administrative Assistant	0.00	\$15.34	

TOTAL PREMIUM OVERTIME \$ _____ -

(1) Premium portion is equal to 1/2 of the escalated average hourly rate for the classification. This number is to be hard entered. DO NOT enter a formula

EXHIBIT "7"

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Project No. RR-12-4079

Consultant: A. Epstein and Sons International Inc. (dba Epstein)

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Theresa R. Pelletier, P.E.

Classification: Senior Project Manager

Project Manager: John Adams Dix, AIA

Classification: Senior Project Manager

Project Architect: Lori Chandler, R.A.

Classification: Project Engineer/Architect

Project Electrical Engineer Michael Shepherd, P.E.

Classification: Chief Engineer

Project Mechanical Engineer Yan Weng, P.E.

Classification: Chief Engineer

Sustainability Brett Gardiner, LEED AP

Classification: Senior Sustainability

Project Structural Engineer: Thomas M. Suarez, S.E.

Classification: Senior Project Manager

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

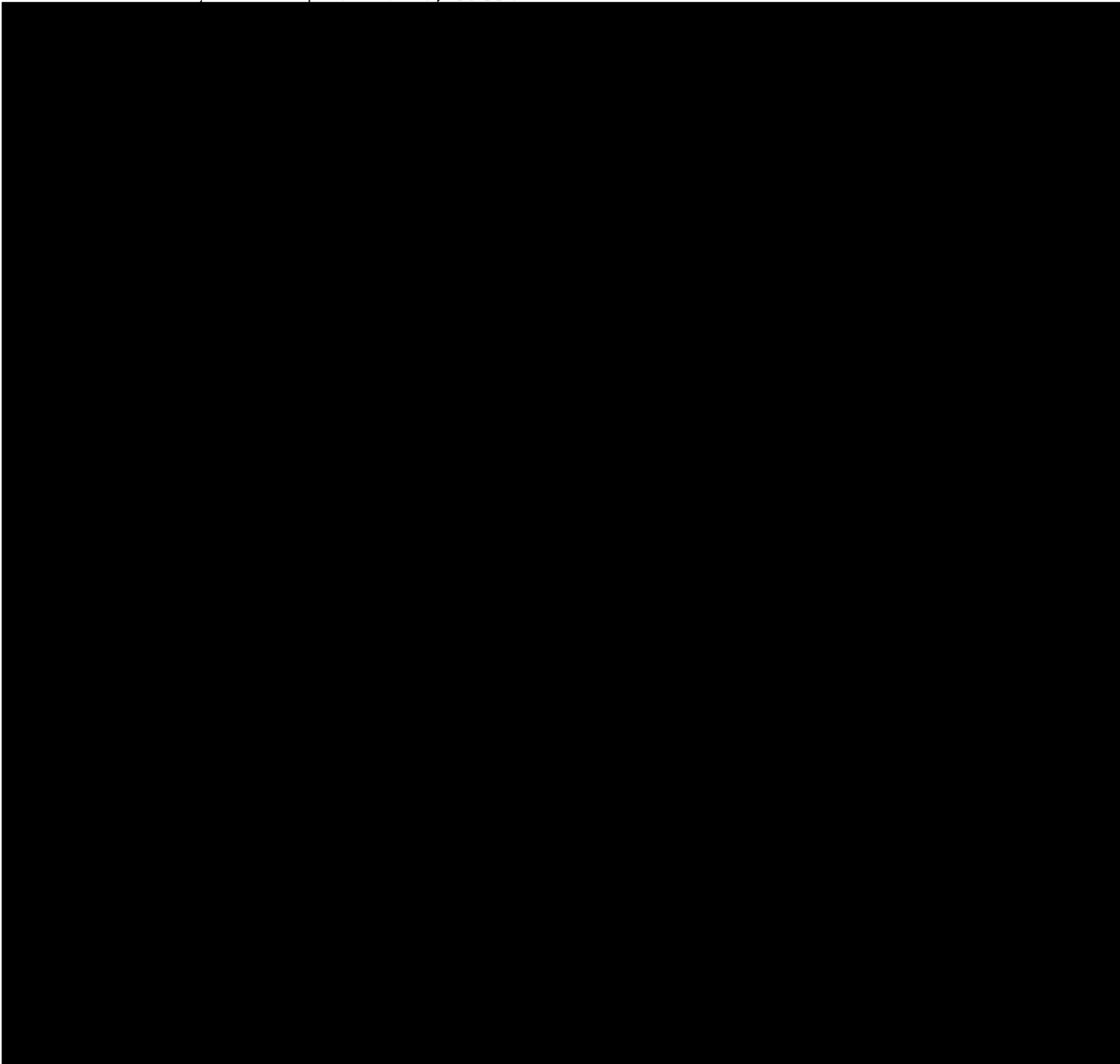
Others: _____

List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel



Theresa R. Pelletier, P.E.
Project Role: Epstein-Tollway Liaison





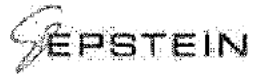
Theresa R. Pelletier, P.E.
Project Role: Epstein-Tollway Liaison



John Adams Dix, AIA
Project Role: Project Manager

11/19/2012

EXHIBIT "7"
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John Adams Dix, AIA
Project Role: Project Manager



Lori Chandler, AIA
Project Role: Project Architect

11/19/2012

EXHIBIT "7"
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Lori Chandler, AIA
Project Role: Project Architect

11/19/2012

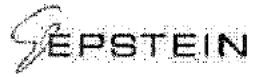
EXHIBIT "1"
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Michael Shepherd, P.E., LEED AP
Project Role: Chief Electrical Engineer

11/19/2012

EXHIBIT "1"
PAGE 77 OF 204



Michael Shepherd, P.E., LEED AP
Project Role: Chief Electrical Engineer

11/19/2012

EXHIBIT 1
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Yan Weng, P.E.

Project Role: Chief Mechanical Engineer



Yan Weng, P.E.

Project Role: Chief Mechanical Engineer

11/19/2012

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Brett Gardner, LEED AP BD+C
Project Role: Senior Sustainability Analyst

11/19/2012

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Brett Gardner, LEED AP BD+C

Project Role: Senior Sustainability Analyst

11/19/2012

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Thomas M. Suarez, S.E., P.E.
Project Role: Chief Structural Engineer

11/19/2012

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Thomas M. Suarez, S.E., P.E.
Project Role: Chief Structural Engineer

11/19/2012

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Exhibit F

Scope of Work

Maintenance Facilities

Contract No. RR-12-4079

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to provide Phase I Engineering and Phase II Engineering services for the development of a Strategic System wide Master Plan to include LEED certified Structures, Site Specific Master Plan, and phased repair plans for the Tollway's maintenance facilities. As a part of the Move Illinois Program, the Tollway is reconstructing and rehabilitating its aging maintenance facilities. Five facilities will be reconstructed and replaced with buildings sized at approximately 42,500 sf. Two will be reconstructed and relocated and replaced with buildings sized at approximately 90,000 sf. A temporary facility may be constructed for the Elgin O'Hare Western Access which may be later replaced or expanded with a 90,000 sf facility, and two sites (M3 and M5) may be combined at a later date into one 90,000 sf facility. Two facilities will be rehabilitated. The project shall also assess the current condition of the existing facilities and develop contract plans to keep them in a state of good repair until they are reconstructed or rehabilitated. The goal is to have this contract develop a master plan for the maintenance facility program, design two maintenance facilities, one sized at approximately 42,500 sf and one at 90,000 sf, develop plans for periodic repair for the existing facilities. Site plans for each site would then be developed by a future DSE which would incorporate the RR-12-4079's facility design and the information from the master plan.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT RR-12-4079

The Design Section Engineer (DSE) for Contract RR-12-4079 shall provide design for the above described project, together with the identification of potential utility conflicts as per the requirements of the Tollway's Design Section Engineer's Manual, dated March 2012, as amended by the Tollway, and herein specified; studies/ reports, ESIS Part I and Part II environmental site investigations to include hazardous materials assessments of existing buildings, as required, identification of land acquisition needs, plats of survey for relocated facilities for M4, M8 and for EOWA; comprehensive temporary operational plan to accommodate maintenance operations during construction; and all other aspects assigned and or associated with the maintenance facility program. The design criteria and policies, Standard Specifications, materials and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Tollway jurisdiction. The design criteria and policies, materials and construction requirements of the Illinois Department of Transportation or applicable local agency shall apply outside the Tollway jurisdiction area.

In accordance with the Tollway's Design Section Engineer's Manual, dated March 2012, as amended by the Tollway, and as otherwise noted below, the master plan services for the above project shall include but not be limited to, the following:

A. MASTER PLAN REQUIREMENTS

1. Assess the existing condition of the 11 existing maintenance facilities and determine a scheduled inspection program to continually update the assessment through the term of the contract.

2. Asses the existing condition of the facility proposed for interim maintenance of the Elgin O'Hare Expressway. Develop a report of the condition of the facility and its suitability for the intended use by the Tollway. Assist Tollway in negotiations regarding the use of the facility.
3. Identify critical short term repair needs and develop Construction Documents for a system wide contract for the implementation of those repairs.
4. Develop an intermediate-term maintenance repair plan to keep the existing facilities functional until such time that they are reconstructed or rehabilitated.
5. Develop an over all Master Plan for the longterm repair needs and upgrades for all 11 existing facilities and a new facility for maintenance of the Elgin O'Hare West Bypass. This is anticipated to include the following activities; however through the Master Planning Process other approaches or alternatives may be recommended.
6. Develop Master Plan documents for the reconstruction of maintenance facility M-1 in Alsip, Illinois.
7. M-2 is a relatively new facility therefore only minor repairs are anticipated to be required at this facility.
8. Develop Master Plan documents for the reconstruction of maintenance facility M-3 in Park Ridge, Illinois. Alternatively M-3 may be combined with the future Elgin O'Hare Maintenance Yard in which case Master Plan Documents will be developed for the disposition or reuse of the existing site.
9. Develop Master Plan documents for the reconstruction and relocation of maintenance facility M-4 in Gurnee, Illinois.
10. Develop Master Plan for preparation of the existing M-4 site for future use by the Tollway.
11. Develop Master Plan documents for the reconstruction of maintenance facility M-5 in Arlington Heights, Illinois. Alternatively M-5 may be combined with the future Elgin O'Hare Maintenance Yard in which case Master Plan Documents will be developed for the disposition or reuse of the existing site.
12. Develop Master Plan documents for the reconstruction of maintenance facility M-6 in Marengo, Illinois.
13. Develop Master Plan documents for the reconstruction of maintenance facility M-7 in Rockford Illinois.
14. Develop Master Plan documents for the reconstruction and relocation of maintenance facility M-8 in Naperville, Illinois.
15. Develop Master Plan for preparation of the existing M-8 site for future use by the Tollway.
16. Develop Master Plan documents for the rehabilitation of maintenance facility M-11 in DeKalb, Illinois.
17. Develop Master Plant documents for the rehabilitation of maintenance facility M-12 in Dixon, Illinois.
18. M-14 is a relatively new facility therefore only minor repairs are anticipated to be required at this facility.
19. Develop Master Plan documents for the construction of a Maintenance Facility for the longterm maintenance of the Elgin O'Hare Expressway.
20. Develop maintenance operational plans to accommodate required on-going maintenance activities during construction of any give maintenance site.

In accordance with the Tollway's Design Section Engineer's Manual, dated March 2012, as amended by the Tollway, and as otherwise noted below, the DSE design services shall include, but not be limited to, the following:

B. CONCEPT DESIGN REQUIREMENTS

1. Develop plats of survey for the M4, M8 and Elgin O'Hare Western Access facilities.
2. Develop contract documents for the construction of the maintenance buildings. This will include the finalization of two prototype designs for the reconstructed and relocated maintenance facility buildings. The building sizes are approximately 42,500 SF and 90,000 SF with the actual sizes to be determined by this contract. The DSE must coordinate with Tollway stakeholders on the final prototype design and must schedule meetings as required to meet the stakeholders' objectives. Stakeholders include Tollway Roadway Maintenance, Fleet, Operations, IT, Engineering, etc.
3. Develop a strategy to maintain facilities and maintenance operation during construction.
4. Site investigations for potential remediation.
5. Operating budget impact analysis. The DSE will ensure that operating and maintenance costs are evaluated as part of the scope of work development.
6. Project concept report including geometrics, materials, maintenance of traffic, drainage, number of construction contracts, design criteria, cost benefit analysis, alternatives analysis and all other appurtenant and miscellaneous items.
7. Environmental Inventory to identify potential issues related to biological, cultural, noise, air, hazardous/special waste, pedestrian/bike accommodations, land use, zoning, etc. The DSE will prepare project required permit submittals for the project which include, but are not limited to, permits from Federal Aviation Administration, U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, U.S. Fish and Wildlife, Metropolitan Water Reclamation District, IDOT, Local Agencies, Local Soil and Water Conservation Districts, Local Forest Preserve Districts, Railroads, etc. The DSE will develop the permit application and all required submittals, including but not limited to resource impact identification, environmental resource technical reports, contract plans, drainage calculations, erosion and sediment control plans, utility relocation requirements, etc. The DSE will meet with the various agencies to determine requirements. The DSE will ensure that permits are acquired and consistent with construction schedules and DSE submittals.
8. Municipality and local agency coordination.
9. The DSE will perform utility coordination including submittal and processing of Notice of Interference Forms.
10. Right of Way requirements, permitting requirements, potential utility conflicts and required intergovernmental agreements shall be identified.

C. PRELIMINARY AND FINAL DESIGN ENGINEERING

The scope of work includes providing DSE Services for preliminary and final design engineering and preparation of project related permits in accordance with the Tollway's Design Section Engineer's Manual, dated March 2012, as amended by the Tollway, and as otherwise noted below, to include, but not be limited to, the following:

1. ROADWAY REQUIREMENTS

- a. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
- b. Identify utility impacts on construction, right-of-way, costs, and project schedule.
- c. Conduct supplementary survey and right-of-way studies as required.
- d. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules.

2. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

During this phase, the DSE shall perform designs and prepare contract plans and documents for the maintenance buildings to include, but not be limited to, the following:

- a. Develop contract documents for an approximately 42,500 sf. maintenance facility. Master Plan shall be sealed by Licensed Architect.
- b. Develop contract documents for an approximately 90,000 sf maintenance facility. Master Plan shall be sealed by Licensed Architect.
- c. Develop contract documents for the ongoing maintenance requirements of existing facilities until they are either reconstructed or rehabilitated. The schedule for these contracts will be based upon the assessment of the DSE as a part of their term maintenance repair plan and based upon available funds.
- d. Provide erosion control for all construction zones.
- e. Provide design of appropriate landscape, and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual and as defined in the Concept Design.
- f. Coordination with the Illinois Tollway with regard to environmental issues including, but not limited to ACOE, IEPA, NPDES, IDNR-OWR. The following tasks have been or will be completed and will be contained in the Project Master Plan/Environmental Impact Statement: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, Tree Survey, Special Waste Assessment, and Noise Analysis. The permit applications shall be prepared by the consultant for submittal by the Tollway. The Illinois Tollway will submit one comprehensive joint permit application for the project.

- g. Protection and / or relocation of utilities.
- h. All other appurtenant and miscellaneous items.

3. ENVIRONMENTAL STUDIES AND REPORTS

- a. Determine and evaluate potential environmental impacts.
- b. Completion of a two- part Environmental Studies Inventory Sheet (ESIS). Part I and Part II shall be submitted with submittal packages as directed. Part II shall be submitted with preliminary plans.
- c. Evaluate and develop erosion control plans/measures if necessary.

4. MAINTENANCE OF TRAFFIC

Protection and maintenance of Tollway and crossroad traffic, and maintenance of toll operations during construction. The existing number of traffic lanes shall be maintained on the mainline in each direction during peak hours.

5. UTILITIES

- a. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
- b. Verify location of existing communications cables and utilities with respect to the proposed improvements.
- c. All utilities coordination shall be performed in accordance with the DSE Manual, specifically with requirements of Subsection 4.5.17 and Section 6.

III. DESIGN SECTION ENGINEER'S (DSE's) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

- 1. The DSE shall furnish services in accordance with the articles contained in the Illinois Tollway DSE Manual and all applicable Tollway Criteria, Manuals and Bulletins.

B. FIELD SURVEY

- 1. The DSE shall perform all survey work necessary for the design of the project in accordance with the appropriate sections of the DSE's Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
- 2. Maximum use should be made of available record drawings; however, it is the Design Section Engineer's responsibility to verify all topography in the field.

3. Obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
4. Utilize available record drawings and verify features in the field. Utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
5. All coordination with Agencies, including but not limited to the Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.

IV. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the DSE's Manual with special attention to, but not limited to, the following:

A. MASTER PLAN SUBMITTAL REQUIREMENTS

1. Part I ESIS with special waste assessment and hazardous materials assessment of buildings.
2. Concept Land Acquisition cost estimates
4. Concept construction cost estimate.
5. Impacts to construction schedule and staging.
6. Provide written results on findings from Section III of Scope with written recommendations.
7. Maintenance of traffic concepts shall include preliminary stage layouts and duration estimates.
8. Pavement markings, delineators and signing for the contract limits.

B. CONCEPT AND PHASE SUBMITTAL REQUIREMENTS (for Facilities):

1. Concept construction cost estimate.
2. Part II ESIS
3. Land acquisition costs
4. Environmental remediation study and cost analysis
6. Impacts to construction schedule and staging.
7. Provide written results on findings from Section III of Scope with written recommendations.
8. Maintenance of traffic concepts shall include preliminary stage layouts and duration estimates.
9. Pavement markings, delineators and signing for the contract limits.
10. Associated DSE, SUR, and CM activities as assigned

C. OTHER SERVICES AND SUBMITTALS REQUIRED:

1. Preparation of preliminary, pre-final and final contract documents, special provisions, design and quantity calculations and construction schedule to be reviewed by the Tollway for the first facility to be reconstructed utilizing the prototype building. This is anticipated to be Maintenance Yard M-1 utilizing the 90,000 SF building. This is subject to change during the Master Planning Process.
2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSEs as often as required to insure the final contract documents of all contracts relating to the limits are coordinated.
3. Maintenance of traffic and construction staging.
4. Final construction cost estimates will be developed by the DSE.
5. All other submittals as required in the DSE Manual.
6. The DSE shall utilize new tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
7. Coordinate with the Tollway Project Manager on sending individual letters to municipal, township, county and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under Tollway consideration and comment on community issues of concern or support.
8. Coordinate with the Tollway Project Manager, Tollway's Planning, Tollway Communication, and Tollway PMO Division on meeting with individual property owners, neighborhood groups and their local officials as required to address their questions or concerns regarding indirect project impacts.
9. Re-evaluate the approved Facilities Repair Schedule to ensure plan meets operational needs as per the attached schedule and provide documentation and revisions supporting recommendations.
10. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.

V. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

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

1. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Tollway's website at www.illinoisvirtualtollway.com or from IDOT or Local Agency.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and centerline of the project limits.
3. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Design Manual can be obtained from the Tollway's website at www.illinoistollway.com.
4. Maintenance Section Reports and Facility Reports.
5. Historical prototype designs and documentation.

6. IEPA reports including environment incidents and required documentation leading to the finalization and close out of such incidents and required documentation.

PROJECT SCHEDULE
Maintenance Facilities Contract No. RR-12-4079
Systemwide Master Plan

SCHEDULE

1.	Scoping Meeting	01/07/13
2.	Design Scope Submittal	02/01/13
3.	Design Scope Approval	02/15/13
4.	Notice to Proceed	04/01/13
5.	Project Kick-Off Meeting	04/04/13
6.	Assessment and Concept Submittal	11/08/13
7.	Pre-final Submittal	11/15/13
8.	Final Submittal	11/22/13
9.	Master Plan Approval	12/17/13
10.	Reassessment of Master Plan Submittal	January, 2015
11.	Reassessment of Master Plan Submittal	January, 2016
12.	Reassessment of Master Plan Submittal	January, 2017

Project schedule for Master Plan will include contingency plan for EOWA, Maintenance Yard 8, Maintenance Yard 4, and Maintenance Yards 5 and 3. Master Plan will utilize MOVE ILLINOIS Plan schedule for development and coordination efforts to determine and finalize Master Plan schedule referenced above.

Project schedule for Master Plan, Maintenance Facilities Prototype Design, Phase I and IIESIS, and Remediation study as well as other assignment will be determined in upon NTP.

**PROJECT SCHEDULE
Maintenance Facilities Contract No. RR-12-4079
Facility Prototype Design Schedule**

SCHEDULE

1.	Scoping Meeting	01/07/13
2.	Design Scope Submittal	02/01/13
3.	Design Scope Approval	02/15/13
4.	Notice to Proceed	04/01/13
5.	Project Kick-Off Meeting	04/04/13
6.	Concept Submittal	06/14/13
7.	Preliminary Submittal	07/19/13
8.	Pre-final Submittal	08/16/13
9.	Final Submittal	09/20/13
10.	Advertise	10/04/13
11.	Bid Opening	11/01/13
12.	Board Award	11/21/13
13.	Construction Start Date	03/2014

Design may start concurrently as Master plan is being developed.

Dates for Items 7 through 13 are for earliest construction contracts (to begin in 2013), i.e., Site M-1 Other construction contract (for construction to begin after 2014) design schedules are to be determined.

**PROJECT SCHEDULE
Maintenance Facilities Contract No. RR-12-4079
Site M-1 Pilot Design Schedule**

SCHEDULE		
1.	Scoping Meeting	01/07/13
2.	Design Scope Submittal	02/01/13
3.	Design Scope Approval	02/15/13
4.	Notice to Proceed	04/01/13
5.	Project Kick-Off Meeting	04/04/13
6.	Concept Submittal	06/14/13
7.	Preliminary Submittal	07/19/13
8.	Pre-final Submittal	08/16/13
9.	Final Submittal	09/20/13
10.	Advertise	10/04/13
11.	Bid Opening	11/01/13
12.	Board Award	11/21/13
13.	Construction Start Date	03/2014

Site M-1 Pilot Design will start concurrently with the Facility Prototype Design

**PROJECT SCHEDULE
Maintenance Facilities Contract No. RR-12-4079
Facilities Repair Schedule Plan**

SCHEDULE		
1.	Scoping Meeting	01/07/13

TBD

2.	Design Scope Submittal	02/01/13
3.	Design Scope Approval	02/15/13
4.	Notice to Proceed	04/01/13
5.	Project Kick-Off Meeting	04/04/13
6.	Assessment and Concept Submittal	07/05/13
7.	Pre-final Submittal	07/19/13
8.	Final Submittal	08/02/13
9.	Plan Approval	08/16/13
10.	Develop plans for repair for advertisement	02/15/14
11.	Reassessment of Repair Schedule Submittal	07/15/14
12.	Develop plans for repair for advertisement	02/15/15
13.	Reassessment of Repair Schedule Submittal	07/15/15
14.	Develop plans for repair for advertisement	02/15/16
15.	Reassessment of Repair Schedule Submittal	07/15/16
16.	Develop plans for repair for advertisement	02/15/17
17.	Reassessment of Repair Schedule Submittal	07/15/17

This schedule refers to part A. 1. under BASIC SERVICES in the Scope Description and Fee Estimate for the Tollway Maintenance Facilities

Attachment A

Web-based Project Management System

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

- 1) Simplification of communications/online collaboration.

TBD

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

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

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

- 1.0 Consultant shall utilize ISTHA web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0 Within 14 calendar days of Notice to Proceed, Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.
- 3.0 Consultant is required but not limited to submit the following using the System:
 - 3.1 Submittal schedule, submittals shall be processed using the System to provide a record of activity.
 - 3.2 Progress reports.
 - 3.3 Inspection reports.

- 3.4 Requests for information, project clarifications, general communication and project related issues.
 - 3.5 Meeting agendas, no later than 3 days before meeting.
 - 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.
- 4.0 Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:**
- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
 - 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
 - 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
 - 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
 - 4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

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

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

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

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

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

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

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECT

I-12-4079

Epstein

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
CDOT	Riverfront Bike Trail	\$1,082,917	\$200,000	4/15/14
CDA	O'Hare Runway 10R/28L	\$3,750,000	\$450,000	12/31/15
IDOT PTB 149/9	FAI 74 at Henderson Creek FAI 74 at Pope Creek	\$1,050,000	\$200,000	4/15/15
Various Structural	US 67 at Henderson Creek			
IDOT PTB 147/20	US 34 Sandwich to Plano Phase I Widening	\$1,213,855	\$35,000	5/15/13
CDA	O'Hare Taxiways 45 & 46	\$700,000	\$600,000	9/30/2013
Will County	Bell Road and 143 rd Street	\$962,000	\$237,000	3/30/2013
Illinois Tollway PSB 12-3 Item 2	Elgin O'Hare West ByPass	\$1,455,466	\$1,355,466	4/30/2014

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>Cotter Consulting, Inc.</u></p> <p>Direct Labor \$ 178,411.20</p> <p>Direct Costs \$ 1,188.80</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 177,600.00</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>Environmental Design International, Inc.</u></p> <p>Direct Labor \$ 369,138.00</p> <p>Direct Costs \$ 76,538.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 445,676.00</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>Quigg Engineering, Inc.</u></p> <p>Direct Labor \$ 357,672.00</p> <p>Direct Costs \$ 13,898.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 371,570.00</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>GSG Consultants, Inc.</u></p> <p>Direct Labor \$ 312,085.20</p> <p>Direct Costs \$ 217,914.80</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 530,000.00</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 _____</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: \$ 1,524,846.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 1,524,846.00

DBE/MBE/WBE Percentage of Total Fee (Includes Additional Services): 20.92%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 25.11%

EXHIBIT "H"
PAGE 02 OF 204

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

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

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

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

Project Number: RR-12-4079

Consultant: Cotter Consulting, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2013												TOTAL HOURS				
	April	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec								
Cost Estimating:																	
Short&Long Term Maintenance	10	16	20	20	40	40	40	40	40	40	40	40	40	40	40	40	266
2 Prototypes @ SD, DD, CD - 6 total											50	50					100
Site Estimates-2 alternates each/22 total Rehab Estimates																	
Scheduling:																	
Master Plan			16		10							10				10	46
Short&Long Term Schedules				8	8							8				8	32
Site Plan Schedules																	
TOTALS	10	16	36	28	58	90	108	40	58								444

- 1.) Use as many pages as required to show the entire schedule for this project.
- 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

104 OF 204

Project Number: RR-12-4079

Consultant: Cotter Consulting, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Cost Estimating:															
Short&Long Term Maintenance	40														40
2 Prototypes @ SD, DD, CD - 6 total	50	50		40		50	50	50							290
Site Estimates-2 alternates each/22 total	36	36			36	36	36	36	36						252
Rehab Estimates							40	40							80
Scheduling:															
Master Plan				8		8		8					8		40
Short&Long Term Schedules	8	8						8	8					16	32
Site Plan Schedules															
TOTALS	134	102		48	36	94	94	142	84	8	8	16	16	16	774

- 1.) Use as many pages as required to show the entire schedule for this project.
- 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Notes: 105
01-24

Project Number: RR-12-4079

Consultant: Cotter Consulting, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Cost Estimating:															
Short&Long Term Maintenance															
2 Prototypes @ SD, DD, CD - 6 total															
Site Estimates-2 alternates each/22 total Rehab Estimates															
Scheduling:															
Master Plan															16
Short&Long Term Schedules															16
Site Plan Schedules															32
TOTALS			8			8		24	16						64

- 1.) Use as many pages as required to show the entire schedule for this project.
- 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Notes: 106 OF 204

Project Number: RR-12-4079

Consultant: Cotter Consulting, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Cost Estimating:														
Short&Long Term Maintenance														
2 Prototypes @ SD, DD, CD - 6 total														
Site Estimates-2 alternates each/22 total Rehab Estimates														
Scheduling:														
Master Plan														8
Short&Long Term Schedules														
Site Plan Schedules														8
TOTALS			16											16

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

107 OF 304

Date: 2/1/2013

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?	
Technician III	Sanchez, Gerardo	40.30	44.07	no	
	Ryan, James	44.30			
	Barkley, Michael	34.00			
	Benthine, Steve	44.00			
	Huggins, Michael	42.00			
	Miller, Andrew	54.62			
	Sapinski, Jeffrey	44.80			
	Romero, Abel	40.80			
	Krc, David	55.87			
	Leung, Anthony	40.00			
Technician II	Petelle, Fredrick	31.75	33.19	YES	
	Flood, Raymond	33.20			
	Christoffel, Ryan	34.00			
	Veal, Cleo	29.50			
	DiGiacomo, Joseph	37.50			
Sr. Project Administrator	Russell, Christine	30.60	29.40	YES	
	Tanner, Sharon	29.70			
	Quesada, Norma	28.85			
	Forrester, Roberta	28.43			
Project Administrator	Hagan, Susana	25.96	24.59	YES	
	Nagy, Julie	24.20			
	Schwebke, Julie	24.20			
	Villegas, Maria	24.00			
			Page 2 of 2		

* Exhibit C-1 is a comprehensive list of classifications of company employees.

- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

Project No.: RR-12-4079

Consultant: Cotter Consulting, Inc.

Date: 2/1/2013

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 48 NO. OF MONTHS

SCHEDULED START DATE: 4/1/2013

RAISE DATE: 3/1/2014

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date
4/1/2013	2/28/2014	31/2014	2/28/2015	3/1/2015	2/28/2016	3/1/2016
-	-	-	-	-	-	-
11.0	12.0	12.0	12.0	12.0	12.0	1.0
48.0	48.0	48.0	48.0	48.0	48.0	48.0
22.92%	25.75%	26.52%	27.32%	2.34%	60.0	Escalation Factor Sixth Period
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period		

The escalation factor for this project is: 104.85%

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	<u> </u>	X	<u> </u>	\$	<u> </u>
	Includes Tolls		No. of Days		

Mileage	<u>\$ 0.565</u>	X	<u>982</u>	\$	<u>554.83</u>
	Mileage Rate		No. of Miles		

(Use mileage rate found at:

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

TOTAL VEHICLE REIMBURSEMENT				\$	<u>554.83</u>
------------------------------------	--	--	--	----	---------------

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

http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

	\$	<u>633.97</u>
--	----	---------------

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

DIRECT COST CATEGORY

TOTAL ITEMIZED DIRECT COSTS

Date Revised 04/09/12

ALLOWABLE DIRECT COSTS

08.01.2008

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)
Daily Rate (owned or leased the same)	\$45/day (Maximum) Including Tolls Premium portion
Overtime	Actual Cost
Tolls	Actual Cost
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)	Actual Cost
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
Mobile Phone (for traffic system implementation)	
Telephone Usage (for traffic system monitoring)	
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 tools of the trade.

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable)

\$70/month/phone
(Maximum)

Radio Communication
2-way Radio

Actual Cost
Actual Cost

Vehicles (Only for Vehicles assigned to project)
DAILY RATE ONLY

\$45/day (Maximum)
Including Tolls

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:

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.

Project No. RR-12-4079

Consultant: Cotter Consulting, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Classification: _____

Project Executive: _____

Classification: _____

Sr. Project Manager David Krc

Classification: Technician III

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

Others: _____

List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel

Date Revised 04/09/12

EXHIBIT "E"
Page 13 of 18

PAGE 119 OF 204

DAVID KRC
SENIOR PROJECT MANAGER



DAVID KRC
SENIOR PROJECT MANAGER



EXHIBIT F

**SCOPE OF SERVICES
RR-12-4079**

Cotter Consulting, Inc.

Cotter Consulting:

1. Cost Estimating: Perform cost estimating for the short term maintenance repair plans done by Epstein to keep the existing facilities functional until they are either reconstructed or rehabilitated for each of the eleven (11) sites.
2. Cost Estimating: Perform construction cost estimating for two prototype maintenance buildings being developed by Epstein. Cost estimates are to be developed at the end of SD, end of DD, and the end of Construction Documents. There will be a 42,500 sf and a 90,000 sf prototype that will only differ by size, so we would expect some economies in the cost estimating both of them. We need a proposal for each of the three phases for each of the prototypes. Total of six (6) estimates.
3. Cost Estimating: Perform construction cost estimating on each of 11 planning level site plans, 2 alternatives each assuming 3 relocations, 1 new facility, 2 rehabilitations and 5 reconstructions on the existing site.
4. Cost Estimating: Perform construction cost estimating for long term maintenance plan for 11 existing sites.
5. Scheduling: Perform scheduling for the entire project which should include line items for the following:
 - Short Term Maintenance Repair Plan for all of the eleven (11) sites.
 - Schedule for construction phasing of each of the eleven (11) sites
 - Schedule long term maintenance for eleven (11) sites
 - Master Plan Schedule incorporating all sites
 - All scheduling to be done on Microsoft Project

EXHIBIT "F"

PAGE 122 OF 204

EXHIBIT G

**CURRENT OBLIGATIONS FOR PROJECT
RR-12-4079**

Cotter Consulting, Inc.

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-11-5636	Construction Inspection	169,000	44,000	3/2013
RR-11-5643	Construction Inspection	200,000	99,000	7/2013
CDOT- various	Construction Inspection	1,653,000	426,000	12/2015
IDOT-various	Construction Inspection	2,349,000	1,682,000	5/2014
Various public and private	Construction Inspection	675,000	231,000	12/2013

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): 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Project Number: RR-12-4079

Consultant: Environmental Design International, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2013												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
M-1 Survey				140										140
M-3 Survey					216									216
M-4 Survey					78	232								310
M-5 Survey						106								106
M-6 Survey							232							232
M-7 Survey							68	155						223
M-8 Survey								39	197					236
M-11 Survey								35	155					190
M-12 Survey										115				115
Add'l Site ALTAs (4)				123						123	246			492
Phase 1 ESA				27		69		68		124			123	411
ACMILBP/Universal Waste Remediation Plan														
Ongoing Environmental Consultation														
TOTALS				290	294	407	300	297	352	362	246	123		2671

- Notes:**
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project Number: RR-12-4079 Consultant: Environmental Design International, inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
M-1 Survey																	
M-3 Survey																	
M-4 Survey																	
M-5 Survey																	
M-6 Survey																	
M-7 Survey																	
M-8 Survey																	
M-11 Survey																	
M-12 Survey																	
Add'l Site ALTAs (4)																	
Phase 1 ESA																	
ACM/LBP/Universal Waste Remediation Plan		61			61			61						61		244	
Ongoing Environmental Consultation	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	240	
TOTALS	20	81	20	20	81	20	20	81	20	20	20	20	81	20	81	20	484

- Notes:**
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

EXHIBIT "A"

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
M-1 Survey																
M-3 Survey																
M-4 Survey																
M-5 Survey																
M-6 Survey																
M-7 Survey																
M-8 Survey																
M-11 Survey																
M-12 Survey																
Add'l Site ALTAs (4)																
Phase 1 ESA																
ACM/LBP/Universal Waste Remediation Plan		61			61			61						61		244
Ongoing Environmental Consultation	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	240
TOTALS	20	81	20	20	81	20	20	81	20	20	20	20	81	20	81	484

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Project Number: RR-12-4079

Consultant: Environmental Design International, inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
M-1 Survey																
M-3 Survey																
M-4 Survey																
M-5 Survey																
M-6 Survey																
M-7 Survey																
M-8 Survey																
M-11 Survey																
M-12 Survey																
Add'l Site ALTAs (4)																
Phase 1 ESA																
ACM/LBP/Universal Waste Remediation Plan		61			61			61						61		244
Ongoing Environmental Consultation	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	240
TOTALS	20	81	20	20	81	20	20	81	20	20	20	20	20	81	20	484

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
M-1 Survey															
M-3 Survey															
M-4 Survey															
M-5 Survey															
M-6 Survey															
M-7 Survey															
M-8 Survey															
M-11 Survey															
M-12 Survey															
Add'l Site ALTAs (4)															
Phase 1 ESA															
ACM/LBP/Universal Waste	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Remediation Plan			11	10	40										61
Ongoing Environmental Consultation	20	20	20	20	20	20	20	20	20	20	20	20	20	20	120
TOTALS	60	60	71	70	100	60									421

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Project No. RR-12-4079

Consultant: Environmental Design International, Inc.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 4,544.00
(From Exhibit C-3)

Total Dollars: \$ 131,835.00
(From Exhibit C-3)

Multiplier to be used on this project: 2.80
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 369,138.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 76,538.00

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ -
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (prime and subconsultants) \$ -
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) \$ 445,676.00

Date: 2/1/2013

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Project Principal	Michael T. Ring	43.27	43.27	No
Survey Project Manager	Steven Barczak	37.50	36.96	No
	Jesus Lopez	36.41		No
Survey Crew Chief	Russell Ory	30.00	29.50	Yes
	Michael McKean	29.00		Yes
Survey Instrument Person	Dominick Rossi	21.00	18.00	Yes
	Jordan Everhart	15.00		Yes
CADD Technician	Misty Thompson	24.00	29.63	Yes
	Amanda Johnson	31.25		Yes
	Eugene Berezin	33.65		Yes
Sr. Environmental Professional (QA/QC)	Gary Flentge	50.51	47.54	No
	Scott Dileto	44.57		No
Environmental Project Manager	Patricia Feeley	47.01	41.01	No
	John Geiger	41.84		No
	Garth Daley	34.17		
Environmental Scientist	Jason Janssen	24.87	19.48	No
	Michael Fischer	22.89		No
	Caitlin Ford	16.83		No
	Maggie Lampo	18.27		No
	Christi Drawhorn	14.42		No
Geologist	Erica Baker	22.78	21.00	No
	John Wellman	23.40		No
	Andrew Kozak	16.83		No

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Industrial Hygienist	Randolph Livingston	28.72	23.12	No
	Paul Kybartas	24.51		No
	Ray Cienas	21.11		No
	Terri Lewis	21.04		No
	Jose Aguilera	21.69		No
	John Feely	21.63		No

* Exhibit C-1 is a comprehensive list of classifications of company employees.

- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

Project No.: RR-12-4079

Date: 2/1/2013

Consultant: Environmental Design International, Inc.

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 51 NO. OF MONTHS

SCHEDULED START DATE: 4/1/2013

RAISE DATE: 7/1/2013

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date	Date	Date			
4/1/2013	6/30/2013	7/1/2013	6/30/2014	7/1/2014	6/30/2015	7/1/2015	6/30/2016	7/1/2016	6/30/2017	-	-
3.0	51.0	12.0	51.0	12.0	51.0	12.0	51.0	12.0	51.0	0.0	60.0
5.88%	Factor First Period	24.24%	Escalation Factor Second Period	24.96%	Escalation Factor Third Period	25.71%	Escalation Factor Fourth Period	26.48%	Escalation Factor Fifth Period		Escalation Factor Sixth Period

The escalation factor for this project is: 107.27%

Project No.: RR-12-4079

Consultant: Environmental Design International, inc.

Date: 2/1/2013

Total Escalation Factor from C-2: 107.27%

EXHIBIT C-3: DIRECT LABOR CALCULATION

Classification (From Exhibit C-1)	(1) Current Average Hourly Rate (From Exhibit C-1) (SEE NOTE 1 BELOW)	(2) Escalated Average Hourly Rate (SEE NOTE 2 BELOW)	(3) Estimated Work Hours (Including Overtime)	Direct Labor Extension (Col. 2 x Col. 3)
Project Principal	\$43.27	\$46.42	117.00	\$ 5,431.00
Survey Project Manager	\$36.96	\$39.65	389.00	\$ 15,424.00
Survey Crew Chief	\$29.50	\$31.65	637.00	\$ 20,161.00
Survey Instrument Person	\$18.00	\$19.31	637.00	\$ 12,300.00
CADD Technician	\$29.63	\$31.79	480.00	\$ 15,259.00
Senior Environmental Professional	\$47.54	\$51.00	244.00	\$ 12,444.00
Environmental Project Manager	\$41.01	\$43.99	220.00	\$ 9,678.00
Environmental Scientist	\$19.46	\$20.88	1,020.00	\$ 21,298.00
Geologist	\$21.00	\$22.53		
Industrial Hygienist	\$23.12	\$24.80	800.00	\$ 19,840.00

Total Estimated Work Hours: 4,544.00 (Page 1)
Must Match Exhibit A

(Page 1) Total Direct Labor: \$ 131,835.00

(Page 1) Average Hourly Rate: \$ 29.01

(1) Average Hourly Rate per classification from C1. Hard enter this number. DO NOT insert a formula.

* Average Hourly Rates cannot exceed applicable salary caps.

EXHIBIT "I"

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EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate \$ 45.00 X 80 \$ 3,600.00
Includes Tolls No. of Days

Mileage \$ 0.565 X 7,600 \$ 4,294.00
Mileage Rate No. of Miles

(Use mileage rate found at:

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

TOTAL VEHICLE REIMBURSEMENT \$ 7,894.00

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here: \$ 30,300.00

http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY

Jetting and Televising Sewers

Ground Penetrating Radar

Parking

Field Survey Supplies

Phase I ESA Data Base

ALLOWABLE DIRECT COSTS

08.01.2008

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)
Daily Rate (owned or leased the same)	\$45/day (Maximum)
Overtime	Including Tolls
Tolls	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
Mobile Phone (for traffic system implementation)	
Telephone Usage (for traffic system monitoring)	
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/Emoloyees/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 tools of the trade.

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable)

\$70/month/phone
(Maximum)

Radio Communication
2-way Radio

Actual Cost
Actual Cost

Vehicles (Only for Vehicles assigned to project)
DAILY RATE ONLY

\$45/day (Maximum)
Including Tolls

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:

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.

Project No. RR-12-4079

Consultant: Environmental Design International, inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Michael T. Ring

Classification: Project Principal

Project Manager: Steven Barczak

Classification: Survey Project Manager

Project Manager: Paul Kybartas

Classification: Environmental Project Manager

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

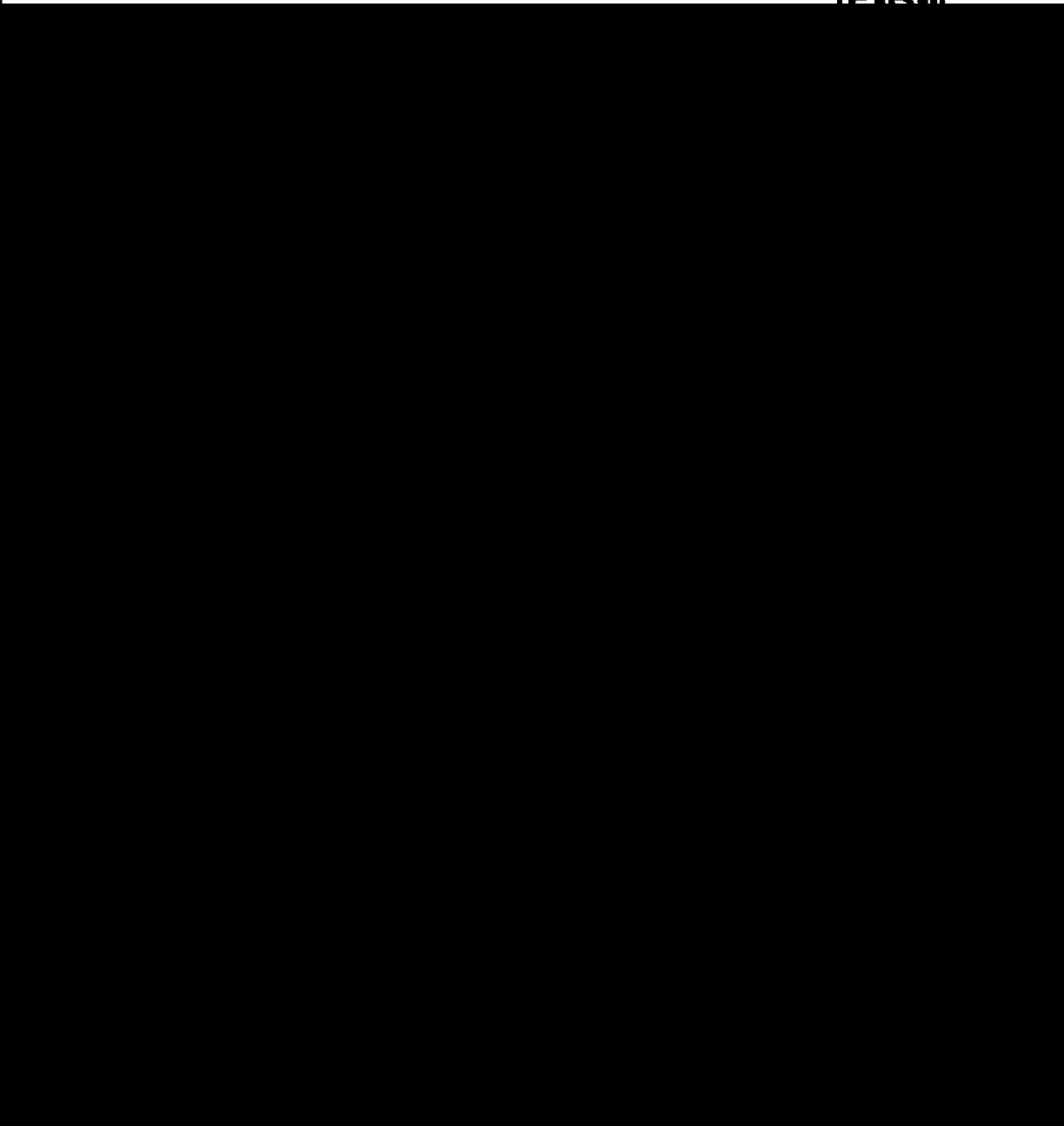
Others: _____

List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel

MICHAEL T. RING, PLS
VICE PRESIDENT, SURVEY





STEVEN BARCZAK, PLS
SURVEY PROJECT MANAGER



PAUL KYBARTAS
SENIOR INDUSTRIAL HYGIENIST



EXHIBIT F

Contract RR-12-4079 System Wide Maintenance Yards

Topographic Survey Scope of Work

EDI will provide Topographic Surveys for existing sites M-1, M-3, M-4, M-5, M-6, M-7, M-8, M-11, M-12 and proposed sites M-4 and M-8 along with EOWB F and EOWB I; Boundary Surveys for existing sites M-3, M-6, M-8 and M-11; and ALTA/ACSM Land Title Surveys for proposed sites M-4 and M-8 along with EOWB F and EOWB I.

Assumptions:

1. The proposed sites meet the following assumptions: No buildings, no significant improvements and an area of 10 acres or less.
2. The Boundary and Improvement Survey, Topographic Survey and ALTA/ACSM Land Title Survey will be performed concurrently.
3. A current title commitment for the property and documentation as required under Item 1 in the "2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" shall be provided at or prior to receipt of Notice to Proceed.
4. Sufficient monumentation exists to perform the boundary portion of the work without requiring surveying above and beyond that of a typical boundary survey.
5. Table A items to be included are Items 1, 2, 3, 4, 5, 7(a), 8, 9 and 11(a) (or 11(b) if utility plans are provided).

EDI will perform the following technical services for each of the sites, as applicable:

Datum:

1. The horizontal datum will be Illinois State Plane East Zone (NAD83) (GPS derived).
2. The vertical datum will be NAVD 88 (GPS derived).

Minimum Standards:

1. The Boundary Survey will conform to the current Illinois Minimum Standards for a Boundary Survey per Administrative Code Section 1270.56: <http://www.ilga.gov/commission/jcar/admincode/068/068012700000560R.html>.
2. The Topographic Survey will conform to the current Illinois Minimum Standards for a Topographic Survey per Administrative Code Section 1270.56: <http://www.ilga.gov/commission/jcar/admincode/068/068012700000560R.html>.
3. The ALTA/ACSM Land Title Survey will conform to the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys: <http://acsm.net/data/global/images/PDF%20Documents/ACSM/20110223ALTAACSMLandTitleSurveyStandard2011.pdf>.

Planimetrics:

1. All visible planimetric features within the survey area will be located, weather permitting.

EXHIBIT "F"

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2. Snow, leaf or debris cover at time of survey may prevent location of all features. If required, clearing/removal is the full responsibility of Client. If Consultant is needed to provide clearing/removal services or to make return visits to the site to locate previously covered features, the work will be considered "out-of-scope" and will be billed on a time-and-material basis using the unit rates included in this proposal.

Elevations:

1. Ground elevations will be surveyed on an approximate 50-foot grid.
2. Contours will be generated at one foot intervals.

Utilities:

1. Aboveground and underground utilities are a part of this survey. The utility survey will be completed to "Attribute Quality Level C" (Information obtained by surveying and plotting visible above-ground features and correlating with existing records), as specified in the "Standard Guideline for Collection and Depiction of Existing Utility Data" (American Society of Civil Engineers, CI/ASCE 38-02).
2. Below rim information (inverts, pipe sizes, etc.) will be provided for all located sewer and water structures.
3. Client will be responsible for providing all private or JULIE utility information that is to be depicted on the survey.

Vegetation:

1. All trees over 6 inch caliper and shrubs over 1.5 feet in height will be located.
2. The trees will be identified as either coniferous or deciduous. Bushes will be identified as such.

Deliverables:

1. Consultant will provide six (6) paper copies and an electronic copy of the Survey depicting the above detailed survey items in the following format:
 - a. Provided in MicroStation V8 format.
 - b. Consultant's standard border.
 - c. Consultant's CAD Standards.
 - d. Scale: 1" = 40' or as appropriate.
 - e. Sheet Size: 24" x 36" or as appropriate, and
 - f. One (1) foot contour intervals.
2. Cross sections, profiles, DTM or other details are not a part of this proposal.

EXHIBIT "7"

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EXHIBIT F
Contract RR-12-4079
Maintenance Yards System Wide

Phase I Environmental Site Assessment Scope of Work

EDI will provide an American Society for Testing and Materials (ASTM) Standard 1527-05 Phase I Environmental Site Assessment (ESA) for each site. EDI will perform the following technical services for each of the 14 sites:

1. Gather and review available historical data, including aerial photographs, United States Geological Survey (USGS) topographic maps, fire insurance maps, zoning/land use records, and interviews with current tenants and other knowledgeable persons. Every attempt will be made, as appropriate, to obtain and utilize the most information that is readily and currently available. EDI will obtain approval from the Client prior to conducting interviews with current tenants and other knowledgeable persons.
2. Review state and federal environmental databases including UST, LUST, RCRA, CERCLA, NPL, Landfill, ERNS, CORRACTS, PADS, TRI, DOCKET, TSCA, SCL, SRP, SWF and NEIPC.
3. Gather available information on environmental liens, liabilities, and policies for each site through a Freedom of Information Act (FOIA) request.
4. Physically inspect each site, looking for signs of significant environmental concerns, such as stressed vegetation, unusual staining and unusual business practices. Inspect each site identifying waste streams, including wastewater, solid waste and air emissions. Visually inspect each site for aboveground storage tank (AST) and underground storage tank (UST) systems. Visually inspect the buildings on each site for suspect hazardous materials.
5. Physically observe adjacent properties, paying particular attention to evidence of ASTs and USTs, questionable housekeeping practices, and unusual business practices.
6. Review all available historical data, project construction drawings, database information, received FOIA information, and the results of each site inspection.
7. Prepare a report for each site documenting the Recognized Environmental Conditions (RECs), findings, and conclusions as a result of prior ownership, historical operations, site observations, and/or adjacent conditions. Each report will contain exhibits and back-up documentation. Each report will also contain photographs taken during the site inspections. Recommendations will be provided if additional investigation is warranted. Each Phase I ESA will be supervised by an Environmental Professional in accordance with 40 CFR §312.10(b) and each report will be prepared in accordance with ASTM

Standard 1527-05.

**Limited Asbestos, Lead-Based Paint, and Hazardous Materials/Universal Waste Survey
Scope of Work**

Limited ACM Survey

EDI will provide a limited asbestos survey to identify ACM in the accessible areas within the interior of each site as defined by the Client. The asbestos survey will be in compliance with Environmental Protection Agency (EPA) regulations, including the National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulations to identify Asbestos Containing Building Materials (ACBM) in industrial, commercial and public buildings. The asbestos survey will include the following activities:

1. A visual inspection of the buildings defined by the Client at each site.
2. Collection of up to 75 bulk samples from suspect ACM and analysis of up to 75 bulk samples for asbestos content by polarized light microscopy (PLM) to the first positive result per homogeneous material at each site. EDI assumes that the building floors are homogeneous in construction and installed finished surfaces are similar. The EPA and Illinois Department of Public Health (IDPH) regulations require that a minimum of three samples per homogenous sample area (HSA) be collected and analyzed for asbestos content.
3. All samples will be analyzed by an American Industrial Hygiene Association (AIHA) National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory. Samples will be analyzed on a five business day turn-around. Chain-of-custody procedures will be strictly adhered to during the transfer of all samples.
4. Destructive sampling is not included in this scope of work.
5. EDI recommends that any flooring materials found negative by PLM also be analyzed by transmission electron microscopy (TEM) for confirmatory results. EDI has included up to five TEM samples per site in our cost proposal. EDI will coordinate with the Client on the need for additional samples beyond those included herein, and will seek approval from the client prior to analysis of any additional samples utilizing TEM.

Limited Lead-Based Paint Survey

EDI will provide a limited LBP survey using limited x-ray fluorescence (XRF) testing of representative suspect painted components at each site. EDI will identify representative LBP components at each site. Representative suspect LBP components include similar component types with similar paint colors. Each limited LBP survey will include the following:

1. Review of existing LBP documentation if available;
2. Visual inspection of accessible areas at each site;

3. No destructive sampling will be conducted; and
4. Survey of suspect painted surfaces and components for lead content utilizing an XRF analyzer at each site.

Limited Hazardous Materials/Universal Waste Survey

EDI will provide a limited hazardous materials/universal waste survey at each site for identification and quantification of materials such as PCB-containing components, mercury-containing components, chemicals, and other hazardous (and non-hazardous) materials. Each limited survey will include the following:

1. Locations of the hazardous (and non-hazardous) materials;
2. Estimated volumes, quantities, and types of materials;
3. Results of the inspection; and
4. Limitations and recommendations.

The results of the hazardous materials survey will be tabulated, and any limitations such as non-accessible areas of the building will be noted. Sampling will not be conducted as part of the hazardous materials survey.

Limited ACM, LBP, and Hazardous Materials/Universal Waste Survey Report

EDI will prepare one concise survey report for each site. Each report will include:

1. Executive summary;
2. Introduction with a project purpose and background;
3. Methodology;
4. Tabulated summary of the results (for ACM, LBP, and hazardous materials/universal waste);
5. Drawings or blueprints depicting sample locations and locations of identified ACM, LBP, and hazardous materials/universal waste;
6. Conclusions and recommendations; and
7. Laboratory reports (for ACM), licenses and certifications, and a photographic log.

EXHIBIT "1"

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Environmental Remediation Plan Scope of Work

EDI will provide an environmental remediation plan for each site. The plan will identify, locate, and quantify ACM, LBP, and universal waste/hazardous materials at each site. Each plan will also provide recommendations for further work, if warranted, including but not limited to, operation and maintenance (O&M) activities, abatement activities, and removal activities. Estimated costs associated with each recommendation will also be provided.

Assumptions

1. Each Phase I ESA field visit is budgeted for one 8-hour day. Additional work days, based on size and extent of buildings will require further resources and will increase estimated cost and fees.
2. Each limited ACM, LBP, and hazardous materials/universal waste survey field visit is budgeted for 32 hours (two field personnel for two days). Additional work days, based on size and extent of buildings will require further resources and will increase estimated cost and fees.
3. Each limited ACM, LBP, and hazardous materials/universal waste survey is budgeted for 75 bulk ACM samples analyzed by PLM and 5 bulk ACM samples analyzed by TEM. Additional suspect materials beyond (25 HSAs), based on size and extent of buildings will require further resources sample analysis and will increase estimated cost and fees.
4. The sites will be defined by the Client.
5. The Client will provide any drawings or blueprints available for each site that EDI can modify to depict sample locations and the locations of identified ACM, LBP, and hazardous materials/universal waste.
6. All areas of each site will be available for viewing.
7. Knowledgeable parties will be available for interviews, which includes follow-up interviews not necessarily conducted during the site inspection.
8. The cost proposal includes six 1-hour project meetings.
9. A Phase I ESA report will be completed for each site.
10. A limited ACM, LBP, and hazardous materials/universal waste survey report will be completed for each site.
11. An environmental remediation plan will be completed for each site.

Potential difficulties include restricted access issues, inclement weather conditions, and impaired viewing. These potential difficulties are not exhaustive and it is impossible to anticipate every

EXHIBIT "7"

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difficulty that may be encountered. To address these issues, EDI will work with the Client to secure access to all portions of each site, so they can be inspected during the site inspections. Access will include unlocking fences, opening buildings, unlocking doors, crawl spaces, and basements within buildings if necessary. EDI expects open viewing with limited miscellaneous items covering floors, walls, and yard areas. If inclement weather, such as a large snowfall, occurs on the day of the site inspection, the Client will be notified and a reschedule date proposed.

EXHIBIT "7"

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EXHIBIT G

Contract RR-12-4079

Maintenance Yards System Wide

CURRENT OBLIGATIONS FOR PROJECTS

ENVIRONMENTAL DESIGN INTERNATIONAL, INC.

Route & Job No.	Work Scope & Description of Project	Contract Fee (including all Supplemental and Extra Work Orders	Fee to date (including all Supplemental and Extra Work Orders	Estimated Date of Completion
PTB 162-016	Various/Various	\$262,000	\$42,022	March 2014
PTB 156-017	Rand Road over the Des Plaines River	\$56,721	\$0	May 2013
PTB 166-003	Illiiana Expressway	TBD	\$0	April 2018
PSB 12-3-024	Tollway Land Acquisition	\$150,000	\$0	December 2017
RR-11-4024	I-88 and I-90 Ramp Reconstruction	\$944,243	\$250,000	December 2017
PSB 12-3-019	CUR I-294 & I-57	\$1,200,000	\$0	December 2017

EXHIBIT "F"

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EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

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

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

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

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

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

Project Number: RR-12-4079

Consultant: GSG Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2013												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Inspection and Sampling				50	50	50	50	50	50	50	50	50	50	450
Reporting				45	45	45	45	45	45	45	45	45	45	405
TOTALS				95	95	95	95	95	95	95	95	95	95	855

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project Number: RR-12-4079

Consultant: GSG Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Inspection and Sampling	40	40	40	40	40	40	40	40	40	40	40	40	480
Reporting	40	40	40	40	40	40	40	40	40	40	40	40	480
TOTALS	80	80	80	80	80	80	80	80	80	80	80	80	960

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

EXHIBIT #1

Project Number: RR-12-4079

Consultant: GSG Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Inspection and Sampling	45	40	40	40	40	40	40	40	40	40	40	40	40	485
Reporting	42	40	40	40	40	40	40	40	40	40	40	40	40	482
TOTALS	87	80	80	80	80	80	80	80	80	80	80	80	80	967

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

EXHIBIT "A"

Date Revised 04/09/12

Project Number: RR-12-4079

Consultant: GSG Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Inspection and Sampling Reporting	16	16	16	16	16	16	16	16	16	16	16	16	16	192
TOTALS	16	16	16	16	16	16	16	16	16	16	16	16	16	192

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project Number: RR-12-4079

Consultant: GSG Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Inspection and Sampling Reporting	8	8	8	8	8	8	8	8	8	8	8	8	8	96
TOTALS	8	8	8	8	8	8	8	8	8	8	8	8	8	96

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project No. RR-12-4079

Consultant: GSG Consultants, Inc

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 3,070.00
(From Exhibit C-3)

Total Dollars: \$ 111,459.00
(From Exhibit C-3)

Multiplier to be used on this project: _____
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER

\$ 312,085.20

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 217,914.80

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ _____
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ _____
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ _____

D. ADDITIONAL SERVICES (prime and subconsultants)
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 530,000.00

Project No.: RR-12-4079

Consultant: GSG Consultants, Inc

Date: 2/1/2013

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Project Principal	Garcia, Guillermo	\$70.00	\$70.00	No
	Sassila, Ala	\$70.00		
	Saenz, Arturo	\$70.00		
Project Manager	Letzel, Scott	\$44.56	\$46.13	No
	Suda, Robert	\$47.70		
Senior Engineer	Alvarado, Edward	\$53.00	\$41.66	No
	Claussen, Robert	\$40.17		
	Giannetta, Michael	\$38.00		
	Kougias, George	\$38.00		
	Miller, Justin	\$39.14		
Project Engineer	Chandhuri, Kalyan	\$34.00	\$35.21	No
	Dean, Eric	\$36.00		
	Edgell, Dawn	\$35.00		
	Jefferson, Quentin	\$36.05		
	Knoepfle, Michael	\$35.00		
Staff Engineer	Grieger, John	\$28.84	\$27.36	No
	Jarass, Gasseem	\$30.90		
	Johnson, Charles	\$26.00		
	Peters, Jason	\$27.00		
	Rothamer, Jeffrey	\$25.00		
	Swanson, Emma	\$27.00		
	Waddell, Robbie	\$26.78		
Inspectors	Cagney, Thaddeus	\$24.00	\$25.83	No
	Huey, Jody	\$24.00		
	Jaber, Maher	\$28.00		
	Mollani, Imran	\$25.00		
	Oliver, Lindsey	\$28.00		
	McCoy, David	\$26.00		
Administrative Support	Garman, Hala	\$22.50	\$23.25	Yes
	Perez, Mari	\$24.00		

* Exhibit C-1 is a comprehensive list of classifications of company employees.

- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

Project No.: RR-12-4079 Consultant: GSG Consultants, Inc

Date: 2/1/2013

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 57 NO. OF MONTHS

SCHEDULED START DATE: 4/1/2013

RAISE DATE: 1/1/2014

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date	Date
4/1/2013 - 12/31/2013	1/1/2014 - 12/31/2014	1/1/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017			
9.0	12.0	12.0	12.0	12.0			
57.0	57.0	57.0	57.0	57.0			
15.79%	21.68%	22.33%	23.09%	23.69%			
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period			

The escalation factor for this project is: 106.51%

EXHIBIT "T"

Project No.: RR-12-4079

Consultant: GSG Consultants, Inc

Date: 2/1/2013

Total Escalation Factor from C-2: 106.51%

EXHIBIT C-3: DIRECT LABOR CALCULATION

Classification (From Exhibit C-1)	(1) Current Average Hourly Rate (From Exhibit C-1) (SEE NOTE 1 BELOW)	(2) Escalated Average Hourly Rate (SEE NOTE 2 BELOW)	(3) Estimated Work Hours (Including Overtime)	Direct Labor Extension (Col. 2 x Col. 3)
Project Principal	\$70.00	\$70.00	100.00	\$ 7,000.00
Project Manager	\$46.13	\$49.13	240.00	\$ 11,791.00
Senior Engineer	\$41.66	\$44.37	670.00	\$ 29,728.00
Project Engineer	\$35.21	\$37.50	600.00	\$ 22,500.00
Staff Engineer	\$27.36	\$29.14	540.00	\$ 15,736.00
Inspectors	\$25.83	\$27.51	700.00	\$ 19,257.00
Administrative Support	\$23.25	\$24.76	220.00	\$ 5,447.00

Total Estimated Work Hours: 3,070.00
Must Match Exhibit A

Total Direct Labor: \$ 111,459.00

Average Hourly Rate: \$ 36.31

- (1) Average Hourly Rate per classification from C1. Hard enter this number. **DO NOT** insert a formula.
* Average Hourly Rates cannot exceed applicable salary caps.
- (2) Current Average Hourly Rate x Escalation Factor. No escalation factor is allowed for employees at or above the salary cap rate

EXHIBIT "C3"

Date Revised 04/09/12

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	\$ <u>45.00</u>	X	<u>100</u>		\$ <u>4,500.00</u>
	Includes Tolls		No. of Days		

Mileage	\$ <u>0.565</u>	X	<u>0</u>		\$ <u>-</u>
	Mileage Rate		No. of Miles		

(Use mileage rate found at:

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

TOTAL VEHICLE REIMBURSEMENT					\$ <u>4,500.00</u>
------------------------------------	--	--	--	--	--------------------

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

\$ 213,414.80

http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY

TOTAL ITEMIZED DIRECT COSTS

Date Revised 04/09/12

EXHIBIT "D"
EXHIBIT

ALLOWABLE DIRECT COSTS

08.01.2008

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)
Daily Rate (owned or leased the same)	\$45/day (Maximum) Including Tolls Premium portion
Overtime	Actual Cost
Tolls	Actual Cost
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
Mobile Phone (for traffic system implementation)	
Telephone Usage (for traffic system monitoring)	
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 tools of the trade.**

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable) \$70/month/phone
(Maximum)

Radio Communication Actual Cost
2-way Radio Actual Cost

Vehicles (Only for Vehicles assigned to project) \$45/day (Maximum)
DAILY RATE ONLY Including Tolls

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. Actual Cost based on
firm policy
Shift Differential

**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:

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.

Project No. RR-12-4079

Consultant: GSG Consultants, Inc

EXHIBIT D (Continued)

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

Classification	Estimate of Overtime Hours	Escalated Hourly Rate (Premium Portion Only) (SEE NOTE 1 BELOW)	Premium Overtime Dollars (Hours x Rate)

TOTAL PREMIUM OVERTIME \$ -

(1) Premium portion is equal to 1/2 of the escalated average hourly rate for the classification. This number is to be hard entered. DO NOT enter a formula

Project No. RR-12-4079

Consultant: GSG Consultants, Inc

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Ala Sassila

Classification: Project Principal

Project Manager: _____

Classification: _____

Project Engineer: Robert Claussen

Classification: Senior Engineer

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

Others: _____

List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel

Ala Sassila, Ph.D., P.E.
*Engineering & Construction
Management Practice Lead*

EXHIBIT 1

Robert Claussen, P.E.
Senior Engineer

EXHIBIT "Y"

PAGE 176 OF 204



Exhibit F

Scope of Services – RR-12-4079

Maintenance Facilities - Phase I and Phase II Engineering Services

Task 1 – Environmental Support services

GSG will complete special waste assessment of the sites indicated (ESIS I), Phase II ESA, and prepare Remediation Plan based on the results of the Phase II ESA investigations. The Phase II ESA investigation will include collecting soil and groundwater samples, completing laboratory analytical testing, and prepare a Phase II ESA reports in accordance with the Tollway procedures. The following table presents a list of sites to be covered by the above services

Site ID	Location	Special Waste Assessment	Phase II ESA	Remediation Plan
M-1	I-294, MM 12.4 Alsip	X	X	X
M-2	I-294, MM 29.9 Hillside	X	X	X
M-3	I-294, MM 41.6 Park Ridge			
M-3 ex		X	X	X
M-4 new	I-94, MM 69.9 Gurnee	X	X	X
M-4 ex	I-94, MM 69.9 Gurnee	X	X	X
M-5	I-90, MM 10.8 Arlington Heights			
M-5 ex	I-90, MM 10.8 Arlington Heights	X	X	X
M-6	I-90, MM 41.9 Marengo-Hampshire	X	X	X
M-7	I-90, MM 15.4 Rockford	X	X	X
M-8 new	I-88, MM 127.6 Naperville	X	X	X
M-8 ex	I-88, MM 127.6 Naperville	X	X	X
M-11	I-88, MM 91.5 Dekalb	X	X	X
M-12	I-88, MM 54.4 Dixon	X	X	X
M-14	I-355, MM 20.5 Downers Grove	X	X	X
EOWB F	Brownfield			X
EOWB I	Exist IDOT site	X	X	X

Task 2- Geotechnical Services

GSG will complete structural geotechnical investigation for the new M-1 facility. The proposed structure will include a 90,000 SF single story building. GSG assumed a maximum of 10 borings to a depth of 20 feet each for the building and 5 soil borings to a depth of 10 feet each for the site development will be completed at the proposed site.

EXHIBIT "1"

Project Number: RR-12-4079

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECTS GSG Consultants, Inc

Work Scope and Description of Project	Fee (including All Supplemental and Extra Works orders	Fee Remaining to Be Earned	Estimated Date of Completion
System Wide RR-11-4032	\$600,000	\$475,000	Apr-17
Phase II- I-11-4015	\$3,510,000	\$2,100,000	Jun-15
Phase II- I-11-4018	\$1,397,688	\$750,000	Dec-13
Phase II- I-11-4022	\$1,717,155	\$250,000	Dec-13
Phase III - Torrense Ave	\$1,100,000	\$800,000	Dec-15
Phase II - 4039	\$319,956	\$319,956	Dec-14

Date Revised 04/09/12

EXHIBIT "1"
PAGE 178 OF 204

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				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)	\$ -	
2				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)	\$ -	
3				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)	\$ -	
4				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)	\$ -	
5				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): 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Project Number: RR-12-4079 Consultant: Quigg Engineering Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2013												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
ESIS1				33	32	32	32	33	32	32	32	32	33	291
Coordination w/ Regulators				7	7	7	6	7	6	7	6	7	7	60
Coordination Meetings				5	5	5	5	5	5	5	5	5	5	45
BMP Concept Sheets				17	17	17	17	17	17	17	17	16	17	152
ESIS 2				4	4	4	4	4	4	4	4	4	4	36
Environmental Permits				8	8	8	8	7	7	8	7	7	7	68
TOTALS				74	73	73	72	73	71	73	70	73	73	652

Notes: 1.) Use as many pages as required to show the entire schedule for this project.
 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project Number: RR-12-4079

Consultant: Quigg Engineering Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
ESIS1	32	32	32	33	32	32	32	33	32	32	32	32	33	387
Coordination w/ Regulators	6	7	6	7	6	7	6	7	6	7	6	7	7	78
Coordination Meetings	5	5	5	5	5	5	5	5	5	5	5	5	5	60
BMP Concept Sheets	17	17	16	17	17	17	16	17	17	17	16	17	17	201
ESIS 2	4	4	4	4	4	4	4	4	4	4	4	4	4	48
Environmental Permits	8	7	7	8	7	7	8	7	7	8	7	7	7	88
TOTALS	72	72	70	74	71	72	71	73	71	73	70	73	73	862

- 1.) Use as many pages as required to show the entire schedule for this project.
- 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project Number: RR-12-4079

Consultant: Quigg Engineering Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
ESIS1	32	32	32	33	32	32	32	33	32	32	32	33	387
Coordination w/ Regulators	7	6	7	6	7	6	7	6	7	6	7	6	78
Coordination Meetings	5	5	5	5	6	5	5	5	5	5	5	5	61
BMP Concept Sheets	17	17	16	17	17	17	16	17	17	17	16	17	201
ESIS 2	4	4	4	4	4	4	4	4	4	4	4	4	48
Environmental Permits	8	7	7	8	7	7	8	7	7	8	7	7	88
TOTALS	73	71	71	73	73	71	72	72	72	72	71	72	863

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project Number: RR-12-4079

Consultant: Quigg Engineering Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
ESIS1	32	32	32	33	32	32	32	33	32	32	32	33	33	387
Coordination w/ Regulators	7	6	7	6	7	6	7	6	7	6	7	6	7	78
Coordination Meetings	5	5	5	5	5	5	5	5	5	5	5	5	5	60
BMP Concept Sheets	17	17	16	17	17	17	16	17	17	17	16	17	17	201
ESIS 2	3	4	4	4	4	4	4	4	4	4	4	3	4	46
Environmental Permits	8	7	7	8	7	7	8	7	7	8	7	7	7	88
TOTALS	72	71	71	73	72	71	72	72	72	72	71	71	71	860

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project Number: RR-12-4079 Consultant: Quigg Engineering Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
ESIS1	32	32	32	33	32	32	32	33	32	32	32	33	387
Coordination w/ Regulators	7	6	7	6	7	6	7	6	7	6	7	6	78
Coordination Meetings	5	5	5	5	5	5	6	5	5	5	5	5	61
BMP Concept Sheets	17	17	16	17	17	17	16	17	17	17	16	17	201
ESIS 2	4	4	4	4	4	4	4	4	4	4	3	3	46
Environmental Permits	8	7	7	8	7	7	8	7	7	8	7	7	88
TOTALS	73	71	71	73	72	71	73	72	72	72	70	71	861

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project No. RR-12-4079

Consultant: Quigg Engineering Inc.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 4,098.00
(From Exhibit C-3)

Total Dollars: \$ 127,740.00
(From Exhibit C-3)

Multiplier to be used on this project: _____
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER

\$ 357,672.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 13,898.00

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ _____
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ _____
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (prime and subconsultants)
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 371,570.00

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible For Prem. O/T?
Project Principal	Lori L. Quigg	70.00	70.00	No
Engineer V	Michael C. Vail	50.00	50.00	Yes
Engineer IV	Michael T. Matzke	43.92	43.92	Yes
Engineer III	Francis Nelson	30.90	30.90	Yes
Engineer II	Curt M. Mann Jr.	26.00	25.53	Yes
	Nathan L. Haasis	25.05		Yes
Engineer I	Tyler K. Walker	23.18	23.18	Yes
Survey Services Manager	William A. Kenter	45.00	45.00	Yes
Environmental Services Manager	Richard J. Nowack	38.74	38.74	Yes
Technician V	Joseph A. Begue	36.29	36.18	Yes
	Rick A. Goertz	36.06		Yes
Technician IV	Kory Chapman	33.99	33.99	Yes
Technician II	William J. Kenter	23.60	21.04	Yes
	Adam K. Rawe	23.37		Yes
	Joshua G. Fulk	21.18		Yes
	Jeremy T. Fortado	18.85		Yes
	Graham O. Franklin	18.64		Yes
	Bradley T. Hayes	20.60		Yes
Administrative Principal	Rebecca L. Stocker	41.20	41.20	No

* Exhibit C-1 is a comprehensive list of classifications of company employees.

- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

EXHIBIT "1"
Page 7 of 17
PAGE 187 OF 204

Project No.: RR-12-4079

Consultant: Quigg Engineering Inc.

Date: 2/1/2013

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 57 NO. OF MONTHS

SCHEDULED START DATE: 4/1/2013

RAISE DATE: 1/1/2014

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date	Date
4/1/2013	12/31/2013	1/1/2014	12/31/2014	1/1/2015	12/31/2015	1/1/2016	12/31/2016
9.0	12.0	12.0	57.0	12.0	57.0	12.0	57.0
57.0	15.79%	21.68%	Escalation Factor Second Period	22.33%	Escalation Factor Third Period	23.00%	Escalation Factor Fourth Period
	Factor First Period					23.69%	Escalation Factor Fifth Period
						57.0	Escalation Factor Sixth Period
						60.0	

The escalation factor for this project is: 106.51%

EXHIBIT "T"

Project No.: RR-12-4079

Consultant: Quigg Engineering Inc.

Date: 2/1/2013

Total Escalation Factor from C-2: 106.51%

EXHIBIT C-3: DIRECT LABOR CALCULATION

Classification (From Exhibit C-1)	(1) Current Average Hourly Rate (From Exhibit C-1) (SEE NOTE 1 BELOW)	(2) Escalated Average Hourly Rate (SEE NOTE 2 BELOW)	(3) Estimated Work Hours (Including Overtime)	Direct Labor Extension (Col. 2 x Col. 3)
Engineer V	\$50.00	\$53.25	20.00	\$ 1,065.00
Environmental Services Manager	\$38.74	\$41.26	1,600.00	\$ 66,016.00
Technician V	\$36.18	\$38.53	180.00	\$ 6,935.00
Engineer II	\$25.53	\$27.19	250.00	\$ 6,798.00
Technician II	\$21.04	\$22.41	2,000.00	\$ 44,820.00
Administrative Principle	\$41.20	\$43.88	48.00	\$ 2,106.00

Total Estimated Work Hours: 4,098.00 (Page 1)
Must Match Exhibit A
(Page 1) Total Direct Labor: \$ 127,740.00
(Page 1) Average Hourly Rate: \$ 31.17

- (1) Average Hourly Rate per classification from C1. Hard enter this number. **DO NOT** insert a formula.
* Average Hourly Rates cannot exceed applicable salary caps.
- (2) Current Average Hourly Rate x Escalation Factor. No escalation factor is allowed for employees at or above the salary cap rate

EXHIBIT "C"

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	<u>\$ 45.00</u>	X	<u> </u>	\$	<u> </u>
	Includes Tolls		No. of Days		

Mileage	<u>\$ 0.565</u>	X	<u>12,800</u>	\$	<u>7,232.00</u>
	Mileage Rate		No. of Miles		

(Use mileage rate found at:
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

TOTAL VEHICLE REIMBURSEMENT		\$	<u>7,232.00</u>
------------------------------------	--	----	-----------------

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here: \$ 6,666.00

http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY

ALLOWABLE DIRECT COSTS

08.01.2008

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)
Daily Rate (owned or leased the same)	\$45/day (Maximum) Including Tolls Premium portion
Overtime	Actual Cost
Tolls	Actual Cost
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
Mobile Phone (for traffic system implementation)	
Telephone Usage (for traffic system monitoring)	
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 tools of the trade.**

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones (maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable)

\$70/month/phone
(Maximum)

Radio Communication
2-way Radio

Actual Cost
Actual Cost

Vehicles (Only for Vehicles assigned to project)
DAILY RATE ONLY

\$45/day (Maximum)
Including Tolls

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:

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.

Project No.

RR-12-4079

Consultant: Quigg Engineering Inc.

EXHIBIT D (Continued)

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

Classification	Estimate of Overtime Hours	Escalated Hourly Rate (Premium Portion Only) (SEE NOTE 1 BELOW)	Premium Overtime Dollars (Hours x Rate)

TOTAL PREMIUM OVERTIME \$ -

(1) Premium portion is equal to 1/2 of the escalated average hourly rate for the classification. This number is to be hard entered. DO NOT enter a formula

EXHIBIT "T"

PAGE 194 OF 204

Project No. RR-12-4079

Consultant: Quigg Engineering Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Classification: _____

Project Manager: Richard J. Nowack

Classification: Environmental Services Manager

Senior Project Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

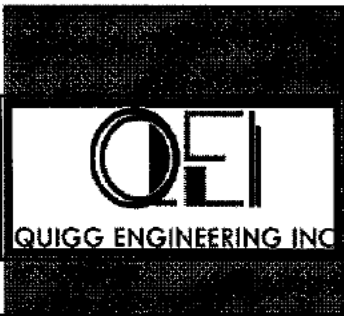
Classification: _____

Others: _____

List all key personnel titles that are applicable to this project.

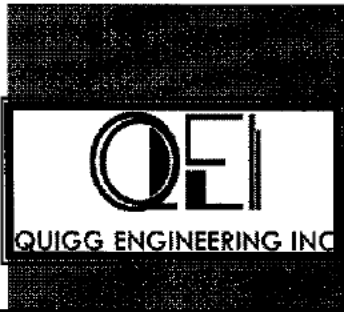
Date: March 04, 2012
Attach resumes of all key personnel

EXHIBIT "E"
PAGE 195 OF 204



RICHARD J. NOWACK, LA

Environmental Project Manager



RICHARD J. NOWACK, LA

Environmental Project Manager

2025-01-01

EXHIBIT F

ENVIRONMENTAL TASKS

QUIGG ENGINEERING INC.

JANUARY 31, 2013

CONTRACT NO. RR-12-4079

MAINTENANCE FACILITIES

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

I. Coordination and Meetings

The Quigg Engineering Inc. (QEI) Team will attend meetings with the DSE on a monthly basis and/or as requested by the DSE. QEI will also attend meetings with other DSE sub consultants in order to insure environmental issues are addressed and consistency with environmental design concepts are realized .

QEI anticipates attending meetings with the DSE, regulatory permitting agencies such as the Army Corps of Engineers, Soil and Water Conservation Districts, US Fish and Wildlife Service, Illinois Department of Natural Resources, County Storm Water Management Agencies, and other local authorities. to support the permitting as the permitting process proceeds.

QEI will attend meetings with the Illinois Tollway staff as requested.

QEI will attend any public outreach meetings to explain environmental issues and support the DSE in this task.

II. ESIS PART 1 AND 2

Environmental Resources Inventory Sheets (ESIS Part 1 and 2)

QEI will provide documentation and submit to the DSE the required environmental processing as required in the Illinois Tollway Environmental

EXHIBIT "F"

PAGE 198 OF 204

Studies Manual. This effort will include confirming environmental information and data, creating required environmental exhibits requested by the DSE, Tollway Staff, regulatory agencies o, local agencies or for public meetings.. Task also includes preparing coordination letters and documentation for environmental resources/issues, preparing mitigation concepts , conducting wetland delineations and cover type aerials for each maintenance site; researching National Wetland Inventory Maps; Conducting the required Web Soil Survey with Natural Resource Conservation Services databases, Conducting surveys for Federal and State Endangered and Threatened Species; performing ECOCAT database survey with the Illinois Department of Natural Resources, conducting the required site visits, creating a photo log and map of all facility structures for coordination with the State Historic Preservation Agency including correspondences and database documentation; identify flood plain boundaries, water quality and waters of the USA issues; identifying public lands; tree surveys; and serving in a support role to the project DSE in issues related to the Environmental Resources Inventory Sheet Part 1 and 2. This task also includes database research for stream investigations using the IEPA and IDNR streams database, tree surveys, or other environmental resources to ensure the environmental resources are contained in the concept design and taken into consideration. A location map and Environmental Resources Map will be created for each of the sites utilizing information collected in the field, through the coordination process, or from databases. Any existing environmental reports pertaining to each maintenance facility will be provided to QEI for this task. The work will culminate in a detailed environmental report to be used as the basis for ESIS Part 2

In ESIS Part 2, QEI will confirm changes to project scope that may affect instream work activities, modifications to structures , impact cultural resources, drainage impacts, special waste areas, and all environmental resources as listed above . QEI will work with the DSE in developing design features to minimize impacts and or recommended mitigation of environmental impact. The Environmental Report prepared in ESIS 1 will be updated to reflect changes and mitigation of impacts.

EXHIBIT "T"

PAGE 199 OF 204

III. Best Management Practices (BMPs), SWPPP Preparation, Erosion Control Design Concepts

2.1. QEI will develop Best Management Practices (BMPs) to be included in the design concept and then carried throughout the plan development process. The work consists of developing temporary and permanent BMPS to manage storm water discharges from the project . Temporary BMPS to be considered include, ditch checks, diversions, perimeter barriers, dewatering practices, sediment basins, temporary mulch cover and seeding , and various types of erosion control blankets. Permanent BMPS to be considered will be based upon results of environmental coordination conducted by the QEI with regulatory authorities, project commitments made through the environmental process, and site analysis. Permanent storm water BMPs are anticipated to include, vegetated swales, permanent turf areas, tree plantings and wet detention areas suitable for the establishment of native species and other green infrastructure to minimize discharge of storm water pollutants.

QEI will conduct a project site analysis to determine major storm water and/or erosion control issues. The task will include preparing a technical memo to address minimizing pollutant discharge to water courses during construction and potential permanent BMPS to minimize pollutant discharge post construction. QEI will also analyze the concepts and prepare BMPs consistent with Tollway sustainable policies and in accordance with the Tollway's National Pollutant Discharge Elimination system Permit (NPDES ILR 10 and ILR 40). The Tollway will provide QEI with NPDES Storm Water plans and inspections completed as part of the Tollway ILR 40 MSR NPDES Permit program.

SWPPP Preparation

QEI will prepare the SWPPP in accordance with the Illinois Tollway Special Provision 111.0. The SWPPP is the narrative to explain the reasons behind the selected BMPs. It also will describe the timing of BMPS to protect important resources. The SWPPP will be coordinated with the DSE so that storm water practices are appropriate to project design.

EXHIBIT "I"

PAGE 200 OF 204

Design Concept

QEI will work with the DSE team members to develop the ESC design concepts. This includes coordinating with team members responsible for drainage and facility design so all factors are considered in developing an overall Erosion Control and Permanent Storm Water BMP concept. The design concept will be coordinated with regulatory agencies through the permitting process.

IV. PERMITS

QEI will prepare all documentation required for storm water and work involving waters of the US as well as any permits required from local agencies.. This includes on site meetings with the Chicago Army Corps of Engineers, IDNR, US Fish and Wildlife Service, County Storm Water Management Agencies, and local authorities. This includes preparing permit applications, creating permit site maps, delineating any waters of the US, preparing the required plans with in stream work limits, acreages impacted, measures to minimize impacts to waters of the US, permit narratives specific to each site, an erosion control plan specific to regulatory and local authority requirements and appropriate plan sheets.

EXHIBIT "7"

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EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECT

Quigg Engineering Inc.

Contract RR-12-4079 Maintenance Yards System Wide

Route & Job No.	Work Scope & Description of Project	Fee (Incl. all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-09-5596	Various Surveying Services Upon Request	\$300,000	\$15,000	12/31/2013
I-11-4023	PSB 11-4 I-90 Reconstruction Genoa to Mill Road	\$317,000	\$30,000	12/31/2013
I-12-4058	PSB 12-3 Surveying	\$55,000	\$55,000	12/31/2017
MO 12-1237	Materials Engineering	\$1,665,000	1,665,000	12/31/2017
I-12-4040	PSB 12-3 Elgin O'Hare	\$360,000	\$360,000	10/31/2015
I-12-4041	PSB 12-3 Elgin O'Hare	\$180,000	\$180,000	10/31/2017
RR-12-5647	PSB 12-3 DUR	\$125,000	\$125,000	11/30/2014
RR-12-9127	PSB 12-3 DUR/CUR	\$300,000	\$300,000	11/30/2014
I-12-4057	PSB 12-3 Surveying	\$400,000	\$400,000	9/30/2017
RR-12-4076	PSB 12-5 Maintenance Facilities	\$119,000	\$119,000	3/31/2015
PTB 154-054	Phase III, US 67 in Godfrey, IDOT District 8	\$2,200,000	\$780,000	08/30/2014
PTB 159-026	Phase III, Various, IDOT District 6	\$1,400,000	\$760,000	07/31/2014
PTB 162-026	Phase III, US 24 in Astoria, IDOT District 3	\$500,000	\$330,000	12/31/2014
PTB 165-018	Phase III, IL 3, Waterloo Bypass IDOT District 8	\$1,500,000	\$970,000	12/31/2016
PTB 164-011	Ph II, Various, IDOT District 2	\$129,000	\$129,000	06/30/2013
PTB 154-049	Ph I/II/III, IDOT District 8 Local Roads	\$1,400,000	\$600,000	12/31/2014
PTB 156-035	Phase II, IL 97, IDOT District 6	\$1,235,000	\$610,000	12/31/2014
PTB 151-044	Project Management, IDOT District 8	\$750,000	\$365,000	12/31/2014
PTB 149-010	Phase I/II, Various, IDOT District 2	\$500,000	\$48,000	12/31/2013
Various	Various work as Sub-Consultant	\$4,500,000	\$3,800,000	12/31/2017
	Total	\$17,935,000	\$11,641,000	

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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

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

DBE/MBE/WBE Percentage of Total Fee (Includes Additional Services): 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

EXHIBIT "7"