

## RESOLUTION NO. 20213

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Design Upon Request Services, Systemwide, Contract No. RR-13-4151. EJM Engineering, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$6,500,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineer is authorized to negotiate an agreement with EJM Engineering, Inc., to obtain Design Upon Request Services, Contract No. RR-13-4151, with an upper limit of compensation not to exceed \$6,500,000.00, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

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

  
Chair



June 2, 2014

Ms. Joan Berry, President  
EJM Engineering, Inc.  
411 S. Wells St., Suite 1000  
Chicago, IL 60607

Re: Contract RR-13-4151  
Design Upon Request - Systemwide  
Design Section Engineering Services

#### NOTICE TO PROCEED

Dear Ms. Berry:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated January 3, 2014 for Design Section Engineering Services for Contract RR-13-4151. You are hereby authorized to commence with the work as of May 30, 2014 and as defined in Exhibit "F" Scope of Work contained in your proposal.

In advance of your first billing, the prime and subconsultants (if any) must submit a Payroll Rate Form with the effective date equal to the notice to proceed date of the contract. The Payroll Rate Form must be accompanied by a certified payroll with signed affidavit. The certified payroll should have an effective date after, but within three weeks the effective date of the Payroll Rate Form. These documents should be submitted to the attention of **Gloria Zimmer, Finance Department**. The envelope containing these documents should be 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. The Payroll Rate form is available on the Tollway website at the following location: <http://www.illinoistollway.com/doing-business/construction-engineering/consultant-invoicing-forms>

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.

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](http://www.illinoistollway.com), under Doing Business: Engineering & Construction – see "Joint Resources", click on Procurement Reform Bill

Revised 1/3/2014

2700 Ogden Avenue | Downers Grove, IL 60515 | Phone: 630.241.6800 | TTY: 630.241.6988  
[www.illinoistollway.com](http://www.illinoistollway.com)


ILLINOIS TOLLWAY

Contract RR-13-4151  
Notice to Proceed  
Page 2 of 2

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 Tollway's Web-Based Project Management System, within 14 days of receiving this Notice to Proceed, for approval by the Chief Engineer.

Please contact Lanyea Collier at 630-241-6800 extension 3873 for further information.

Sincerely,



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

cc: Clarita Lao  
Lanyea Collier  
John Donato  
Contract Services  
Program Controls  
Lane Closures

Gloria Zimmer  
Maria Limonciello  
John Dainis  
Sue Biggs  
Victoria Santiago  
Ron Quinsey

File: 02.4151.01.04 LT\_Tollway\_PDK\_4151EJM\_NTP\_06022014

DESIGN UPON REQUEST  
DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 23<sup>rd</sup> day of **January, 2014**, 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 **EJM ENGINEERING, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **January 3, 2014**, to provide design section engineering services for Contract No. **RR-13-4151** for **Design Upon Request - Systemwide**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 13-4, Item 4**, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **RR-13-4151** for **Design Upon Request - Systemwide** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **January 3, 2014**, 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 2013 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.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT RR-13-4151 the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

EJM ENGINEERING, INC.

By [Redacted] For [Redacted] 5/30/14 [Redacted] 1/14/14  
Chair/Executive Director-Signature Date President-Signature Date  
Paula Wolff/Kristi Lafleur

JOAN BERRY  
Printed Name as Signed Above

APPROVED:

[Redacted] 5/27/14  
Chief of Finance - Signature Date  
Michael Colsch

ATTEST:

[Redacted] 1/14/14 (Seal)  
Secretary - Signature Date

APPROVED:

[Redacted] 5/22/14  
General Counsel - Signature Date  
David Goldberg

[Redacted]  
Printed Name as Signed Above



Approved as to Form and Constitutionality

[Redacted] 5-19-2014  
Attorney General, State of Illinois - Robert Lane - Signature Date

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT RR - 13 - 4151

SUBMITTED BY:

FIRM NAME: EJM Engineering, Inc.

ADDRESS: 411 S. Wells St., Suite 1000

CITY, STATE: Chicago, IL 60607

TELEPHONE: 312-922-1700

FACSIMILE: 312-922-3311

SIGNED BY: 

PRINTED NAME: Joan Berry

TITLE: President

#### 4. **RR-13-4151, Design Upon Request - Systemwide**

This project has a 20% D/M/WBE participation goal.

Phase II engineering services are required for work tasks that may include preparation of contract plans and engineering studies and other technical services as directed by the Tollway. Typical tasks will include projects that are required for the Tollway system, and may include, but not be limited to:

Work scheduled for design in 2014:

1. Pavement repairs I-294/94 ramps.
2. Ramp repairs I-294/I-90.
3. Drainage improvements systemwide.
4. On call and as- needed work related to the Tollway system.

Work scheduled for design in 2015:

5. Pavement preservation on I-294.
6. Pavement preservation on the Edens Spur.
7. Ramp reconstruction/rehabilitation on I-294.
8. Pavement preservation on I-88.
9. Drainage improvements systemwide.
10. Facility repairs systemwide.
11. On call and as- needed work related to the Tollway system.

Work scheduled for design in 2016:

12. Pavement preservations on I-294 & I-88.
13. Sign structure, noise abatement wall and retaining wall repair systemwide.
14. Bridge structure repairs systemwide.
15. On call and as- needed work related to the Tollway system.

The upper limit of compensation will be set at \$6,500,000 to be authorized for use as individual projects are needed.

The prime firm must be prequalified by IDOT in the following categories:

**Highways (Freeway)**  
**Structures (Highway Bridges: Typical)**  
**Special Services (Architecture)**  
**Special Services (Electrical Engineering)**  
**Special Services (Mechanical Engineering)**

The Tollway will allow a Prime consultant to meet the prequalification for Structures (Highway Bridges: Typical), Special Services (Architecture), Special Services (Electrical Engineering) and Special Services (Mechanical Engineering) through a subconsultant.

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

- The person who will assume the duties of the Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- The person who will perform the duties of the Project Engineer, that individual in charge who is directly involved in the development of the

**Exhibit A – Proposed Key Staff**

**PSB# 13-4 Item# 4**

Please provide the following information for Key Project Personnel, (Key Project Personnel are defined as those specific positions identified in the PSB item description), including staff from sub consultants. The personnel named in Exhibit A must also be listed on Exhibit D: Availability of Key Project Personnel.

**Project Manager :**

Name Robert Israel, PE  
Category PE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED]  
Office Location \_\_\_\_\_  
City Chicago State IL

**Project Engineer :**

Name Carl Gutowski, PE  
Category PE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED]  
Office Location \_\_\_\_\_  
City Chicago State IL

**QA/QC Roadway :**

\*Name Mark M. Johnson, PE @ Primera  
Category PE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED]  
Office Location: \_\_\_\_\_  
City Chicago State IL

**QA/QC Structures:**

\*Name Ted Georgas, SE, PE @ Primera  
Category SE/PE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED]  
Office Location: \_\_\_\_\_  
City Chicago State IL

**Other Required Key Staff:**

**Name Required Prequalification Category :  
Roadway Engineer**

\*Name Yousef Zaatar , PE  
Category PE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED]  
Office Location: \_\_\_\_\_  
City Chicago State IL

**Name Required Prequalification Category:  
Roadway Engineer**

\*Name Srijan Adhikari, PE  
Category PE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED]  
Office Location: \_\_\_\_\_  
City Chicago State IL

**Name Required Prequalification Category :  
Roadway Engineer**

\*Name Andrew Walton, PE @ Primera  
Category PE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED]  
Office Location \_\_\_\_\_  
City Chicago State IL

**Required Prequalification Category:  
Roadway Engineer**

\*Name Jorge Gloger, PE @ Gloger  
Category PE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED]  
Office Location \_\_\_\_\_  
City Chicago State IL

\*If work is being done by a subconsultant list firm name also.

# Exhibit A – Proposed Key Staff

PSB# 13-4 Item# 4

## Other Required Key Staff :

### Name Required Prequalification Category : Drainage Engineer

\*Name Alexander Lau, PE  
Category PE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED]  
Office Location [REDACTED]  
City Chicago State IL

### Name Required Prequalification Category : Structural Engineer

\*Name Robert Peters, SE, PE  
Category SE/PE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED]  
Office Location [REDACTED]  
City Chicago State IL

### Name Required Prequalification Category : Structural Engineer

\*Name Jixing He, SE, PE @ Primera  
Category SE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED]  
Office Location [REDACTED]  
City Chicago State IL

### Name Required Prequalification Category : Electrical Engineer

\*Name Mohammed Rashed, PE  
Category PE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED] State [REDACTED]  
Office Location [REDACTED]  
City Chicago State IL

### Name Required Prequalification Category: Drainage Engineer

Nicholas W. Smith, PE, CFM,  
\*Name CPESC @ Primera  
Category PE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED]  
Office Location [REDACTED]  
City Chicago State IL

### Name Required Prequalification Category: Structural Engineer

\*Name Sapan Trivedi, EIT  
Category N/A (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED] State [REDACTED]  
Office Location [REDACTED]  
City Chicago State IL

### Name Required Prequalification Category: Structural Engineer

\*Name Jaime Milla @ Primera  
Category N/A (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED] State [REDACTED]  
Office Location [REDACTED]  
City Chicago State IL

### Name Required Prequalification Category: Geotechnical Engineer

\*Name Robert Claussen, PE @ GSG  
Category PE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED]  
Office Location [REDACTED]  
City Chicago State IL

# Exhibit A – Proposed Key Staff

PSB# 13-4 Item# 4

**Name Required Prequalification Category :  
Environmental Analysis**

\*Name Linda Huff, PE @ Huff & Huff  
 Category PE (PE, SE, LS)  
 Registration # [REDACTED]  
 Year Registered [REDACTED]  
 Office Location [REDACTED]  
 City Oak Brook State IL

**Name Required Prequalification Category:  
Surveyor**

\*Name Gerardo Sanchez, PLS @ Sanchez  
 Category PLS (PE, SE, LS)  
 Registration # [REDACTED]  
 Year Registered [REDACTED]  
 Office Location [REDACTED]  
 City Chicago State IL

**Name Required Prequalification Category :  
Surveyor**

\*Name Donald G. Groesser, PLS @ Sanchez  
 Category PLS (PE, SE, LS)  
 Registration # [REDACTED]  
 Year Registered [REDACTED]  
 Office Location [REDACTED]  
 City Chicago State IL

**Name Required Prequalification Category:**

\*Name \_\_\_\_\_  
 Category \_\_\_\_\_ (PE, SE, LS)  
 Registration # \_\_\_\_\_  
 Year Registered \_\_\_\_\_ State \_\_\_\_\_  
 Office Location \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_

\*If work is being performed by a subconsultant list firm name also.  
**Attach resumes' of above listed Key Project Personnel.**

Management	Professionals	Sub-professionals
<p><b>Total</b> _____</p>	<p>1 Engineers _____                      Land Surveyors _____                      Architects _____                      Others _____  <b>Total</b> _____</p>	<p>16 Technicians _____                      2 Draftsman _____                      Survey Crew _____                      Clerical _____                      Other _____  <b>Total</b> _____</p>
		<p><b>Total Project Staff</b> _____ <b>19</b></p>

# Exhibit A – Proposed Key Staff

PSB# 13-4 Item# 4

Firm will complete project within estimated time listed in the project advertisement. Yes  No

If Yes, provide completion date and/or number of months. Per work order

If No, explain:

N/A  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### Plan to Achieve Diversity Goal

Sub-consultant(s) Firm Name	DBE	WBE	MBE	Ethnicity	Gender	Work Category	%	Mentor Protégé	Joint Venture
EJM Engineering, Inc.	IL UCP	City of Chicago	N/A	Caucasian	Female	PM, Civil, Drainage, Structural, Electrical Eng.	51%	No	No
Primera Engineers, Ltd.	N/A	N/A	City of Chicago	Hispanic	Male	QA/QC, Civil, Drainage, Struct, Eng.	34%	No	No
Gloger Engineers Limited	IL UCP	N/A	City of Chicago	Hispanic	Male	Civil Eng.	2%	No	No
Sanchez & Associates, P.C.	IL UCP	N/A	City of Chicago	Hispanic	Male	Surveying	6%	No	No
GSG Consultants, Inc.	IL UCP	N/A	City of Chicago	Hispanic	Male	Geotech. Eng.	5%	No	No
Huff & Huff, Inc.	N/A	City of Chicago	N/A	Caucasian	Female	Environ. Eng.	2%	No	No
Click here to enter text.	Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.	Click here to enter text.	0.00%	Choose an item.	Choose an item.

**Instructions: Fields within the table are drop-downs that allow you to choose from available selections.**

Enter name of each sub-consultant as listed in the Statement of Interest; indicate whether sub-consultant is a currently certified DBE, MBE and/or WBE (attach a copy of the current letter of certification from an acceptable agency); indicate ethnicity and gender of each listed sub-consultant's PRIMARY OWNER; indicate proposed work category(ies) for each sub-consultant. Also indicate whether a mentor/protégé (M/P) is proposed for any of the listed sub-consultants; indicate whether any listed sub-consultant is a partner in any proposing Joint Venture (JV).

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

RR-13-4151

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SECRETARY OF STATE



## CORPORATION FILE DETAIL REPORT

Entity Name	EJM ENGINEERING, INC.	File Number	54377304
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	09/12/1986	State	ILLINOIS
Agent Name	ARTHUR H EVANS	Agent Change Date	07/14/2004
Agent Street Address	130 S JEFFERSON ST STE 500	President Name & Address	JOAN BERRY 411 S WELLS ST STE 800 CHICAGO 60607
Agent City	CHICAGO	Secretary Name & Address	JOAN BERRY 411 S WELLS ST STE 800 CHICAGO 60607
Agent Zip	60661	Duration Date	PERPETUAL
Annual Report Filing Date	08/27/2013	For Year	2013
Old Corp Name	05/29/2003 - EJM ENGINEERING, P. C.		

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**Harper, Mileak**

RR-13-4151

**From:** Nash, Janiqua V  
**Sent:** Wednesday, January 22, 2014 9:08 AM  
**To:** Harper, Mileak  
**Subject:** EJM

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      09:01 01/22/14

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 01/22/14 AT 09:06 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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## CORPORATION FILE DETAIL REPORT

Entity Name	PRIMERA ENGINEERS, LTD	File Number	54716982
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	06/29/1987	State	ILLINOIS
Agent Name	NATIONAL GROUP SERVICES CORP	Agent Change Date	08/16/2006
Agent Street Address	131 S DEARBORN, STE 2400	President Name & Address	MICHAEL F DESANTIAGO 100 S WACKER DR #700 CHICAGO 60606
Agent City	CHICAGO	Secretary Name & Address	MICHAEL F DESANTIAGO SAME
Agent Zip	60603	Duration Date	PERPETUAL
Annual Report Filing Date	06/11/2013	For Year	2013
Assumed Name	ACTIVE - PRIMERA CHICAGO		

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**Harper, Mileak**

RR-13-4151

**From:** Nash, Janiqua V  
**Sent:** Wednesday, January 22, 2014 9:09 AM  
**To:** Harper, Mileak  
**Subject:** Primera Engineers

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      09:01 01/22/14

ACTION: S

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

DISCLAIMER:  
AS OF 01/22/14 AT 09:07 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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## CORPORATION FILE DETAIL REPORT

Entity Name	GLOGER ENGINEERS, LTD	File Number	65828839
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	10/02/2007	State	ILLINOIS
Agent Name	JORGE GLOGER	Agent Change Date	10/02/2007
Agent Street Address	6512 N MOZART 2E	President Name & Address	JORGE GLOGER 6512 N MOZART ST #2E CHICAGO 60645
Agent City	CHICAGO	Secretary Name & Address	SAME
Agent Zip	60645	Duration Date	PERPETUAL
Annual Report Filing Date	08/29/2013	For Year	2013

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**Harper, Mileak**

RR-13-4151

**From:** Nash, Janiqua V  
**Sent:** Wednesday, January 22, 2014 9:09 AM  
**To:** Harper, Mileak  
**Subject:** Gloger Engineers

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      09:01 01/22/14

ACTION: S

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

DISCLAIMER:  
AS OF 01/22/14 AT 09:07 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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## CORPORATION FILE DETAIL REPORT

Entity Name	SANCHEZ & ASSOCIATES P.C.	File Number	64160427
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	04/05/2005	State	ILLINOIS
Agent Name	GUSTAVO GAMBOA	Agent Change Date	11/27/2005
Agent Street Address	963 S ELMHURST RD	President Name & Address	GERARDO P SANCHEZ 1920 PRATT AVE DES PLAINES IL 60018
Agent City	DES PLAINES	Secretary Name & Address	SAME
Agent Zip	60016	Duration Date	PERPETUAL
Annual Report Filing Date	05/14/2013	For Year	2013

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**Harper, Mileak**

**From:** Nash, Janiqua V  
**Sent:** Wednesday, January 22, 2014 9:09 AM  
**To:** Harper, Mileak  
**Subject:** Sanchez & Associates

RR-13-4151

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      09:01 01/22/14

ACTION: S

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

DISCLAIMER:  
AS OF 01/22/14 AT 09:08 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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## CORPORATION FILE DETAIL REPORT

Entity Name	GSG CONSULTANTS, INC.	File Number	66975241
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	09/11/2013	For Year	2013
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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Harper, Mileak

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From: Nash, Janiqua V  
Sent: Wednesday, January 22, 2014 9:10 AM  
To: Harper, Mileak  
Subject: GSG Consultants

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      09:01 01/22/14

ACTION: S

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

DISCLAIMER:

AS OF 01/22/14 AT 09:08 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

RR-13-4151

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE  
SECRETARY OF STATE



## CORPORATION FILE DETAIL REPORT

Entity Name	HUFF & HUFF, INC.	File Number	51890221
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	10/29/1979	State	ILLINOIS
Agent Name	LINDA HUFF	Agent Change Date	08/29/1984
Agent Street Address	32 N EDGEWOOD	President Name & Address	LINDA L HUFF 32 N EDGEWOOD LA GRANGE 60525
Agent City	LA GRANGE	Secretary Name & Address	JAMES E HUFF 32 N EDGEWOOD LAGRANGE 60525
Agent Zip	60525	Duration Date	PERPETUAL
Annual Report Filing Date	09/18/2013	For Year	2013

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(One Certificate per Transaction)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

**Harper, Mileak**

RR-13-4151

**From:** Nash, Janiqua V  
**Sent:** Wednesday, January 22, 2014 9:10 AM  
**To:** Harper, Mileak  
**Subject:** Huff & Huff

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      09:01 01/22/14

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



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

December 5, 2013

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

Dear Ms. Berry:

Metra has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your Continued Eligibility Affidavit is due **October 1, 2014**. Notification will be sent to you sixty (60) days prior to this date.

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

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

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

NAICS Code: 541330, 541320, 541614

Specialty: 541330 – Civil, Including Highways, Roads and Streets; Traffic Signals and Transit Facilities; Reconstruction/Major Rehabilitation; Studies: Traffic, Safety, Feasibility, Location and Design; Electrical, Including Lighting; Structural and Engineering Design; Construction Management and Inspection  
541320 – Urban Planning Services; Studies: Transportation Planning and Mass Transit  
561614 – Transportation Management Consulting; Program Management and Project Management

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



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

JRT:dr/kb



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

JUL 24 2013

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

Dear Mr. DeSantiago:

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

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

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

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

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

*gc*  
*DW.*

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

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

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

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

**NAICS Code(s):**

**236220 – Construction Management, Commercial and Institutional Building**

**541310 – Architectural (except landscape) Design Services**

**541330 – Engineering Services**

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

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

Sincerely,

  
Jamie L. Rhee  
Chief Procurement Officer

JLR/cm



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

jgloger@glogerengineers.com

April 17, 2014

Jorge Gloger  
**Gloger Engineers, Ltd.**  
6512 North Mozart Street, 2E  
Chicago, IL 60645-4343

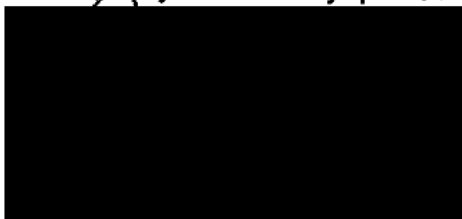
Dear Mr. Gloger:

This letter is to inform you that the City of Chicago has extended your status as a **Disadvantaged Business Enterprise (DBE)** until **June 30, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.



George Coleman, Jr.  
Deputy Procurement Officer

GC/si

*Handwritten initials/signature*



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**


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For All Trucking Firms:

- All DBE trucking firms must own at least one truck. The truck must be operable and capable of hauling materials specific to the contract. The owned truck(s) must be used prior to utilizing leased truck(s).
- The DBE trucking firm receives goal credit for the total value of the transportation service it provides on the contract using trucks it owns, insures and operates and using drivers it employs.
- The DBE trucking firm which leases trucks from another DBE trucking firm receives goal credit for the total value of the transportation services the lessee DBE provides on the contract.
- When a DBE trucking firm leases from a non-DBE trucking firm, the goal credit is limited to the fee or commission the DBE receives as a result of the lease arrangement. The fee or commission shall be reasonable and shall be indicated on the lease.
- For any credit to be allowed for leased trucks, the leases must be properly filed with the Illinois Commerce Commission (ILCC) and indicate that the DBE has exclusive use and control over the truck(s). Leased trucks must visibly display the name and ILCC number of the DBE trucking firm.

Please direct all inquiries and any questions to the City of Chicago Office of Compliance at 312.747.7778. Thank you for your continued interest in the City's Supplier Diversity Program.

Sincerely,

  
Karen Peterson  
Deputy Director Supplier Diversity  
CITY OF CHICAGO

TA

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333 S. State St., Suite 320, Chicago, IL 60604 • (312) 747-7778

[www.cityofchicago.org/compliance](http://www.cityofchicago.org/compliance)





CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

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Gloger Engineers, Ltd. will appear in the IL UCP DBE Directory in the following area(s) of specialty:

**NAICS – 541330 – CIVIL ENGINEERING**

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

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

**Please note:**

- This certification does not attest to your firm's abilities to perform in the approved work category.
- Your certification may be revoked if Gloger Engineers, Ltd. is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 23.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

**For All Non-Trucking Firms:**

- Firms seeking work with IDOT as a prime or sub consultant in specialized engineering categories must be pre-qualified by IDOT's Bureau of Design and Environment.
- Firms seeking work with IDOT as a prime construction contractor must be pre-qualified by IDOT's Bureau of Construction.

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333 S. State St., Suite 320, Chicago, IL 60604 • (312) 747-7778

[www.cityofchicago.org/compliance](http://www.cityofchicago.org/compliance)

FILE COPY



# Illinois Department of Transportation

Office of Business & Workforce Diversity  
2300 South Dirksen Parkway / Springfield, Illinois 62764

August 28, 2013

## CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Gerardo P. Sanchez  
Sanchez & Associates, P.C.  
8605 W. Bryn Mawr Ave., Sta. 309  
Chicago, IL 60631

Dear Mr. Sanchez:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for Sanchez & Associates, P.C., and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

In order to remain certified and in good standing, you must annually submit a No Change Affidavit. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises (bureau) within 30 days of the change.

**Note:** Pursuant to 49 CFR Part 26.83(i), whenever there are any change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217)782-5490.

Sincerely,



Debra A. Clark, Manager  
Certification Section  
Bureau of Small Business Enterprises



March 28, 2014

Guillermo Garcia  
GSG Consultants, Inc.  
855 W. Adams Street, STE 200  
Chicago, IL 60607

Dear Mr. Garcia:

Metra has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your Continued Eligibility Affidavit is due **March 1, 2015**. Notification will be sent to you sixty (60) days prior to this date.

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

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

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

- NAICS Code: 541620, 541330, 238910, 541690
- Specialty: 541620 – Environmental Consultants  
541330 – Geotechnical Engineering, Civil Engineering, Construction Inspection  
Industrial Hygiene  
238910 – Drilling Services  
541690 – Safety Consulting Services

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

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

JRT:dr/kb



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

FEB 28 2014

Linda Huff  
Huff & Huff, Inc.  
915 Harger Road, Suite 330  
Oak Brook, IL 60523

Dear Ms. Huff:

We are pleased to inform you that Huff & Huff, Inc. has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **11/01/2017**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual **No-Change Affidavit**. Your firm's **annual No-Change Affidavit** is due by **11/01/2014, 11/01/2015, and 11/01/2016**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual **No-Change Affidavit** may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **11/01/2017**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **09/01/2017**.

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

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

- File your annual **No-Change Affidavit** within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

A handwritten signature in the bottom right corner of the page, appearing to be "L. Huff".

- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

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

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

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

**NAICS Code(s):**

**541620 - Environmental Consulting Services**

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

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

Sincerely,



Jamila L. Rhee  
Chief Procurement Officer

JLR/ha

DESIGN UPON REQUEST  
DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 23<sup>rd</sup> day of **January, 2014**, 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 **EJM ENGINEERING, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **January 3, 2014**, to provide design section engineering services for Contract No. **RR-13-4151** for **Design Upon Request - Systemwide**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 13-4, Item 4**, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **RR-13-4151** for **Design Upon Request - Systemwide** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **January 3, 2014**, 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 2013 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 January 24, 2014** and ending **December 31, 2021**, 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 **Six Million, Five Hundred Thousand Dollars and No Cents (\$6,500,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief 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 – "Upon Request" Contracts

The DESIGN SECTION ENGINEER understands that this is an "assignment(s) upon request" contract wherein the DESIGN SECTION ENGINEER will be assigned various tasks over the duration of this Contract. Thus, the extent of services will not be determined until such time that a task has been assigned by the TOLLWAY. Upon

assignment of a Task, the DESIGN SECTION ENGINEER shall meet with representatives of the TOLLWAY; prepare a scope of services to complete the task; and submit a Proposal for the services to be performed. The DESIGN SECTION ENGINEER shall perform the task for not more than the total proposed task fee as authorized by the TOLLWAY. In no event will the DESIGN SECTION ENGINEER be entitled to additional compensation due to its errors in estimating the time, costs or expertise required to complete the task assignments. Only upon a change in the scope of task services, as documented in writing by the DESIGN SECTION ENGINEER and subsequently approved in writing by the Chief Engineer, will any additional fees be approved. The total compensation for the entirety of all task assignments shall not be in excess of **Six Million, Five Hundred Thousand Dollars and No Cents (\$6,500,000.00)**, being the amount set as the Upper Limit of Compensation for this Contract.

## ARTICLE V

### Compliance with State and Other Laws

The 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. **EJM Engineering, Inc.**, consents to the exclusive jurisdiction and venue of the courts located in DuPage County, State of Illinois.

### Confidentiality

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



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

## ARTICLE VI

### Responsibility for Injuries and Damages

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

## ARTICLE VII

### Insurance

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

The DESIGN SECTION ENGINEER shall obtain for the term of the contract, and any extensions thereto, insurance in the following kinds and minimum limits:

- a. Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the DESIGN SECTION

ENGINEER's employees acting within the course and scope of their employment.

- b. Commercial General Liability Insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 10/03 or equivalent, covering premises operations, independent contractors, blanket contractual liability, and personal injury with minimum limits of \$1,000,000.00 (One Millions Dollars) each occurrence and \$2,000,000.00 (Two Million Dollars) annual general aggregate.

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

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

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

The DESIGN SECTION ENGINEER shall submit insurance documentation prior to the commencement of any contract work and will provide documentation of renewals of said policies as they occur. Any failure of the TOLLWAY to request proof of insurance will not waive the requirement of maintenance of protection as specified herein.

## ARTICLE VIII

### Ownership of Documents

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

## ARTICLE IX

### Financial Statement

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

## ARTICLE X

### Successors and Assigns

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

## ARTICLE XI

### Subcontractors

The DESIGN SECTION ENGINEER shall not subcontract or assign services to be performed under this Agreement without prior written approval of the TOLLWAY, except that the DESIGN SECTION ENGINEER may without such prior approval, contract with

others for photogrammetric maps, equipment and supplies, printed matter, and other reproductions and stenographic, clerical or any other non-technical services.

## ARTICLE XII

### Suspension

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

## ARTICLE XIII

### Termination

#### A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the DESIGN SECTION ENGINEER. Upon termination and within ten (10) days of said termination, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report, in form satisfactory to the Chief 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 2013 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, the Chief Procurement Officer for General Services, the Illinois Department of Transportation, and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents at all reasonable times and without prior notice. For purposes of this section, "timeliness" will be considered production within the time period specified by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, but no later than thirty days after a request for records being made unless otherwise agreed to by the parties. The DESIGN SECTION ENGINEER agrees to cooperate fully with any audit conducted by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, and to provide full access to all relevant materials. The auditors reserve the right to enter the DESIGN SECTION ENGINEER's place of business in order to audit the records. If they are not produced in a timely manner by the DESIGN SECTION ENGINEER, then

the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

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

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

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

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

## ARTICLE XVI

### Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **EJM Engineering, Inc., 411 S. Wells St., Suite 1000, Chicago, Illinois, 60607**, 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 Chief Procurement Officer for General Services, and the Attorney General of the State of Illinois.

## ARTICLE XIX

### Inspector General

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

## ARTICLE XX

### Engineer Selection Process

The TOLLWAY and the 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-13-4151 the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

EJM ENGINEERING, INC.

[Redacted Signature]

[Redacted Signature]

Chair/Executive Director-Signature  
Paula Wolff/Kristi Lafleur

5/30/14

Date

President-Signature

1/14/14

Date

*JOAN BERRY*

Printed Name as Signed Above

APPROVED:

[Redacted Signature]

5/27/14

Chief of Finance - Signature  
Michael Colsch

Date

ATTEST:

[Redacted Signature]

1/14/14

(Seal)

Secretary - Signature

Date

*Catherine Carpenter*

Printed Name as Signed Above

APPROVED:

[Redacted Signature]

5/22/14

General Counsel - Signature  
David Goldberg

Date



Approved as to Form and Constitutionality

[Redacted Signature]

5-19-2014

Attorney General, State of Illinois - Robert Lane - Signature Date

**DESIGN SECTION ENGINEER PROPOSAL**

**FOR CONTRACT NUMBER RR - 13 - 4151**

This proposal, dated January 3, 2014, is submitted by EJM Engineering, Inc.  
(Firm Name)  
of Chicago, IL for Design Section Engineer's Service.  
(City & State)

LOCATION OF DESIGN SECTION

The location of the construction Contract RR - 13 - 4151 for which we propose to provide Design Section Engineering Services is systemwide on the various Tollway(s), in County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from 13-4 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 2013 (and as revised), and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

RESPONSIBILITY

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

FEE PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

Timesheets for each employee billed to the contract must be submitted with the invoice. The timesheets must be signed by both the employee and the employee's supervisor. The timesheets must include all hours paid to the employee, including non-billable time and time worked on other projects.

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

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

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 6,500,000 (see *Exhibit B*), which limit may not be

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

REVISIONS TO THE SCOPE OF WORK - If at any time during the execution of the work the DESIGN SECTION ENGINEER feels that he/she is being directed to perform services not included in the Scope Of Work, he/she will give immediate written notice to the Chief 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 31<sup>st</sup> must be submitted to the TOLLWAY no later than February 28<sup>th</sup> 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 15<sup>th</sup>.

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 - 13 - 4151

SUBMITTED BY:


FIRM NAME: EJM Engineering, Inc.

ADDRESS: 411 S. Wells St., Suite 1000

CITY, STATE: Chicago, IL 60607

TELEPHONE: 312-922-1700

FACSIMILE: 312-922-3311

SIGNED BY: 

PRINTED NAME: Joan Berry

TITLE: President



**STATE OF ILLINOIS  
STANDARD BUSINESS TERMS AND CONDITIONS**

**ILLINOIS TOLLWAY CONTRACT NO.:** RR-13-4151

**CONTRACTOR (CONSULTANT) NAME:** EJM Engineering, Inc.

**1. PAYMENT TERMS AND CONDITIONS:**

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

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

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

Invoice# \_\_\_\_\_ Invoice Date \_\_\_\_\_

**EXHIBIT "1"**

**PAGE 10 OF 203**

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

\_\_\_\_\_  
Authorized Representative

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

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

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

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

2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
4. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

EXHIBIT "1"

PAGE 11 OF 203

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

occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

12. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
13. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
14. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
15. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
16. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://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.
- 27. SUPPLEMENTAL PROVISIONS**



## 27.1 TOLLWAY SUPPLEMENTAL PROVISIONS

### 27.1.1 Agents and Employees:

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

### 27.1.2 Publicity:

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

### 27.1.3 Third Party Beneficiaries:

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

### 27.1.4 Successors In Interest:

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

### 27.1.5 Venue:

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

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

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

27.1.5.3 The Tollway is not currently an appropriated agency.

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

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

**EXHIBIT "1"**

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

**27.3 VENDOR SUPPLEMENTAL PROVISIONS**

Vendor Supplemental Provisions:

**STATE OF ILLINOIS**  
**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 TRANSACT 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](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

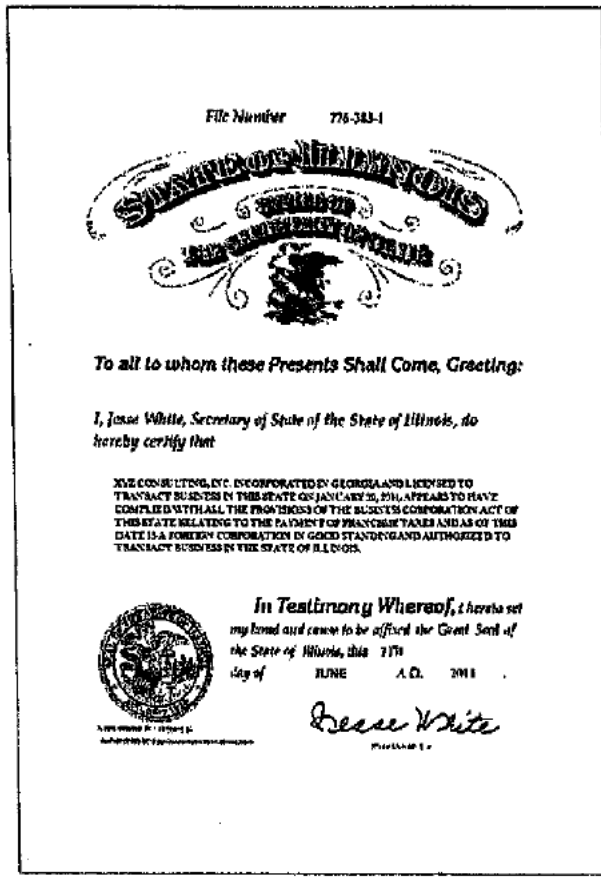
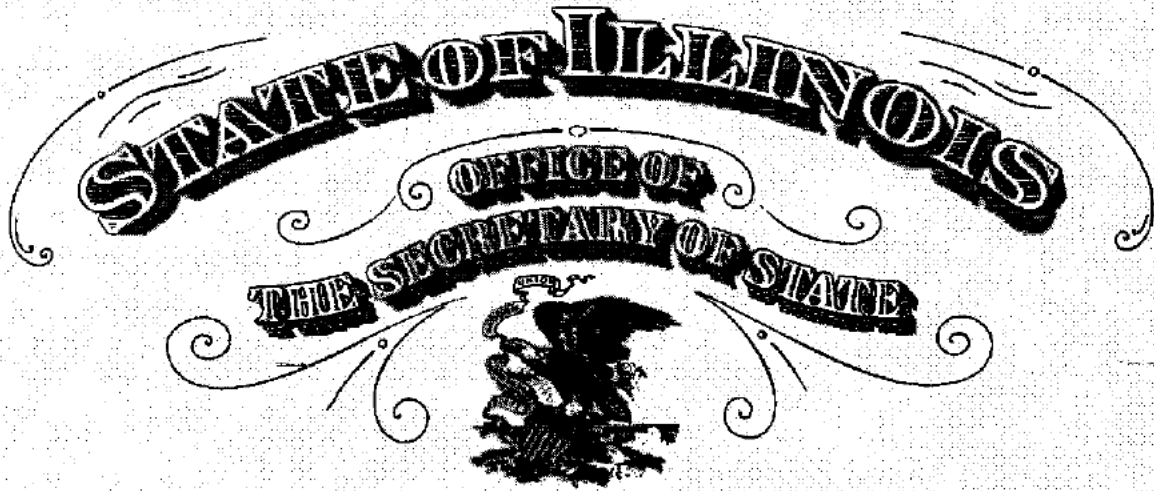


EXHIBIT "1"

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File Number 5437-730-4



*To all to whom these Presents Shall Come, Greeting:*

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

EJM ENGINEERING, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON SEPTEMBER 12, 1986, 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 #: 1304201740

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

*In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 11TH day of FEBRUARY A.D. 2013*

*Jesse White*

SECRETARY OF STATE

EXHIBIT "1"

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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): **EJM Engineering, Inc.**

(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: **96062-00**

Expiration Date: **May 6, 2014**

2. If a number has not yet been issued, provide the date a completed application for the number was submitted to IDHR:
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](http://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**

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

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	<b>STANDARD TERMS AND CONDITIONS</b>
<b>Section/ Subsection #</b>	State the exception such as "add," "replace," and/or "delete."
	None
	<b>ADDITIONAL TERMS AND CONDITIONS</b>
<b>New Provision(s), # et. seq.</b>	<b>Section/Subsection New Number, Title of New Subsection:</b> State the new additional term or condition.
	None

\_\_\_\_\_ hereby agrees to the exceptions provided by \_\_\_\_\_ and to the Additional Terms and Conditions provided by \_\_\_\_\_

Agreed:	Agreed:
By:	By:
Signed:	Signed:
Position:	Position:
Date:	Date:

**EXHIBIT "1"**

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

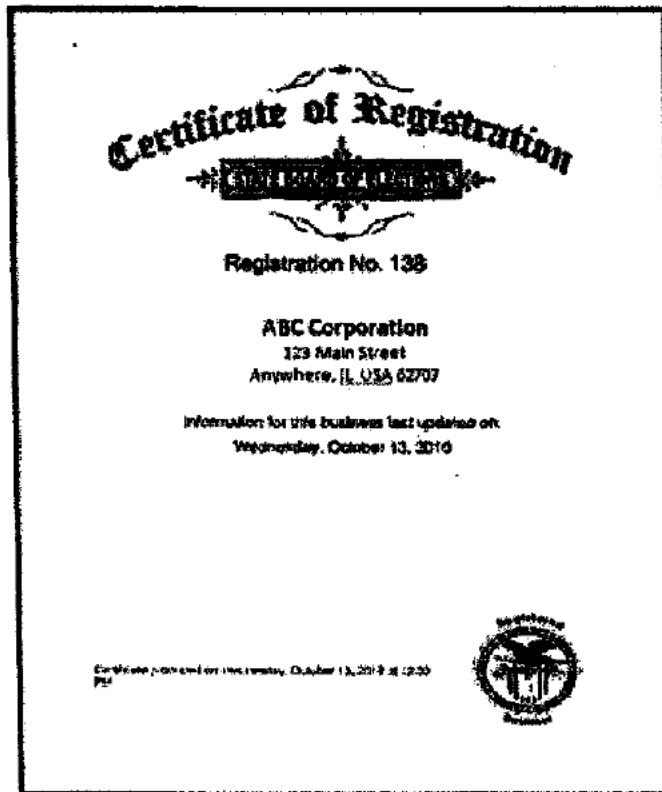
**ATTACHMENT DD**

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.

**STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION EXAMPLE**





# Certificate of Registration



Registration No. 12033

**EJM Engineering, Inc.**

411 S. Wells St.  
Suite 1000  
Chicago IL 60607

Information for this business last updated on:  
Tuesday, June 11, 2013

Certificate produced on Tuesday, June 11, 2013 at 9:47 AM



EXHIBIT "1"

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**STATE OF ILLINOIS  
STANDARD CERTIFICATIONS**

**ATTACHMENT EE**

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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.

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.
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 upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012)
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.
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.

**EXHIBIT "1"**

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17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
18. 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.
19. 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.
20. Drug Free Workplace
  - 20.1. 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.
  - 20.2. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

**EXHIBIT "1"**

29. 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](http://www.dhs.state.il.us/iitaa)). 30 ILCS 587.
30. 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 with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

31. 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.
32. 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.
- 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.

Name of Certifying Entity: EJM Engineering, Inc.

Signature: 

Date: October 22, 2013

Printed Name: Joan Berry

Title: President

Phone Number: (312) 922-1700 x121

Email Address: jberry@ejmengineering.com

**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name:

Business Name: **EJM Engineering, Inc.**

Taxpayer Identification Number

Social Security Number:

or

Employer Identification Number: 

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: **October 22, 2013**

**EXHIBIT "1"**

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

Date: February 17, 2014

Project Number: RR-13-4151

Project Name: Design Upon Request - Systemwide

DELINQUENT DEBT REVIEW

CONTRACTOR

Subcontractor/Consultant Disclosure.

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

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

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

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

Contractor/Consultant:  
Federal Employment Identification  
Number (FEIN)

EJM Engineering, Inc.

E-Mail: jberry@ejmengineering.com

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

SubContractor(s)	Sub-Contractor FEIN	Address	General Type of Work	Anticipated Amount to be Paid (to extent known)
Primera Engineers, Ltd.	[REDACTED]	100 S. Wacker Drive Chicago, IL 60606	QA/QC, Civil, Drainage, Structural Engineering	34%
Gloger Engineers Limited	[REDACTED]	6512 N. Mozart Street, 2E Chicago, IL 60645	Civil Engineering	2%
Sanchez & Associates, P.C.	[REDACTED]	8605 W. Bryn Mawr Ave. Suite 309 Chicago, IL 60631	Surveying	6%
GSG Consultants, Inc.	[REDACTED]	855 W. Adams St., Suite 200 Chicago, IL 60607	Geotechnical Engineering	5%
Huff & Huff, Inc.	[REDACTED]	915 Harger Road, Suite 330 Oak Brook, IL 60523	Environmental Engineering	2%

Print Joan Berry

Date February 17, 2014



**STATE OF ILLINOIS**  
**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. 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 disclosure is no longer accurate, then disclosing entities must provide an updated form.

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

This disclosure is submitted for:

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

Project Name	Design Upon Request
Illinois Procurement Bulletin Number	22031974
Contract Number	RR-13-4151
Vendor Name	EJM Engineering, Inc.
Doing Business As (DBA)	N/A
Disclosing Entity	EJM Engineering, Inc.
Disclosing Entity's Parent Entity	N/A
Subcontractor	
Instrument of Ownership or Beneficial Interest	Choose an item. <input type="checkbox"/> If you selected Other, please describe: Corporate Stock (S-Corporation)

## STEP 1

### SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontracts 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.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B.  Attach a copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

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

*(All vendors, except sole proprietorships, 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 or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Joan Berry	[REDACTED]	51%	
Christopher Krueger		49%	

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

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Joan Berry	[REDACTED]	51%	
Christopher Krueger		49%	

Please certify that the following statements are true.

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

Yes  No

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

Yes  No

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

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

TABLE – Z	
Name	Address
N/A	

**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 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.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

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 this 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: **Joan Berry**

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 \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 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: **Joan Berry**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?  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 \$30,000 must complete)

If you answered "Yes" in 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.

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: **Christopher Krueger**

7. 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
8. 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
9. 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
10. 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
11. 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
12. 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 \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 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: **Christopher Krueger**

11. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
12. Has your spouse, father, mother, son, or daughter, had State employment, including  Yes  No

contractual employment for services, in the previous 2 years?

13. 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
14. 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
15. 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
16. 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
17. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No
18. 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
19. 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
20. 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 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.

N/A



**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: **Joan Berry, Christopher Krueger, and EJM Engineering, Inc.**

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, subcontracts, leases 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 State Toll Highway Authority	Design Upon Request	Current Contract	Total contract \$6.5M EJM - \$3.1M	RR-13-4151
Illinois Department of Transportation	Various Phase I Projects, District One	Current Contract	Up to \$2 million	P-91-106-12
Illinois State Toll Highway Authority	Design Upon Request - Systemwide	Current Contract	\$2.4 million as part of a JV contract for \$7.5 million	RR-12-4083
Illinois Department of Transportation	Phase I/II Traffic Engineering	Current Contract	Up to \$200,000	P-93-031-10

Please explain the procurement relationship: **EJM Engineering, Inc. is a vendor/subcontractor to these agencies.**

### STEP 9

## SIGN THE DISCLOSURE

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

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: **EJM Engineering, Inc.**

Signature: \_\_\_\_\_

Date: **February 17, 2014**

Printed Name: **Joan Berry**

Title: **President**

Phone Number: **(312) 922-1700 X121**

Email Address: **jberry@ejmengineering.com**

ISTHA PSB 13-4

**EXHIBIT "1"**

**PAGE 40 OF 203**



# CERTIFICATE OF LIABILITY INSURANCE

EJMEN-2

OP ID: DR

DATE (MM/DD/YYYY)

04/23/14

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).

<b>PRODUCER</b> Corkill Insurance Agency, Inc. 25 Northwest Pt Blvd Ste 625 Elk Grove Village, IL 60007 Carolyn Hanna	Phone: 847-758-1000 Fax: 847-758-1200	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> EJM Engineering, Inc. 411 S Wells Street #1000 Chicago, IL 60607	<b>INSURER A: Catlin Ins Company</b>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 3401

REVISION NUMBER: 1

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	ADDITIONAL SUBSCRIBER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> OCCUR <b>EXCESS LIAB</b> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liab</b>		AED-205345-1113	11/09/13	11/09/14	Occurrenc 2,000,000 Aggregate 4,000,000

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

Tollway DUR - EJM Project No. 3401 - Tollway Contract No RR-13-4151 for Design Upon Request - Systemwide

**CERTIFICATE HOLDER****CANCELLATION**

ILLINOI

Illinois State Toll Highway Authority  
 Attn: Lanyea Collier  
 2700 Ogden Ave  
 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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# CERTIFICATE OF LIABILITY INSURANCE

OP ID: JMC

DATE (MM/DD/YYYY)

04/22/2014

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).

<b>PRODUCER</b> <b>ACEC/MARSH</b> 701 Market St., Ste. 1100 St. Louis, MO 63101 Jared Maxwell	<b>Phone: 800-338-1391</b> <b>Fax: 888-621-3173</b>	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: <b>PRODUCER CUSTOMER ID #: EJMEN-1</b>	<b>FAX (A/C, No):</b>
	<b>INSURED</b> <b>EJM Engineering, Inc.</b> <b>411 S. Wells Street, Ste. 1000</b> <b>Chicago, IL 60607-3924</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A: Hartford Insurance Company</b> <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
		<b>NAIC #</b> <b>22357</b>	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> VALUABLE PAPERS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		<b>84SBWPB3621</b>  <b>\$500,000 LIMIT</b> <b>PROF.LIABILITY EXCLUDED</b>	06/01/2013	06/01/2014	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HCPD-\$50k		84UEGPF4533	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>		84SBWPB3621	06/01/2013	06/01/2014	EACH OCCURRENCE \$ <b>6,000,000</b> AGGREGATE \$ <b>6,000,000</b> \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		84WEGBQ5651	06/01/2013	06/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

RE: Tollway DUR-EJM Engineering Project No. 3401-Design Upon Request-Systemwide-Tollway Contract No. RR-13-4151-Design Section Engineering-Illinois Tollway-Systemwide - When required by written contract:Illinois State Toll Highway Authority is included as additional insured for above coverages except WC. Coverage is primary and

**CERTIFICATE HOLDER****CANCELLATION**

<b>ILLINOI</b>  <b>Illinois State Toll Highway Authority</b> <b>Attn: Lanyea Collier</b> <b>2700 Ogden Avenue</b> <b>Downers Grove, IL 60516</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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ACORD 25 (2009/09)

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EXHIBIT "1"

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**NOTEPAD:**

HOLDER CODE ILLINOI  
INSURED'S NAME EJM Engineering, Inc.

EJMEN-1  
OP ID: JMC

PAGE 2  
DATE 04/22/14

non-contributory to any other insurance carried except Umbrella.

---

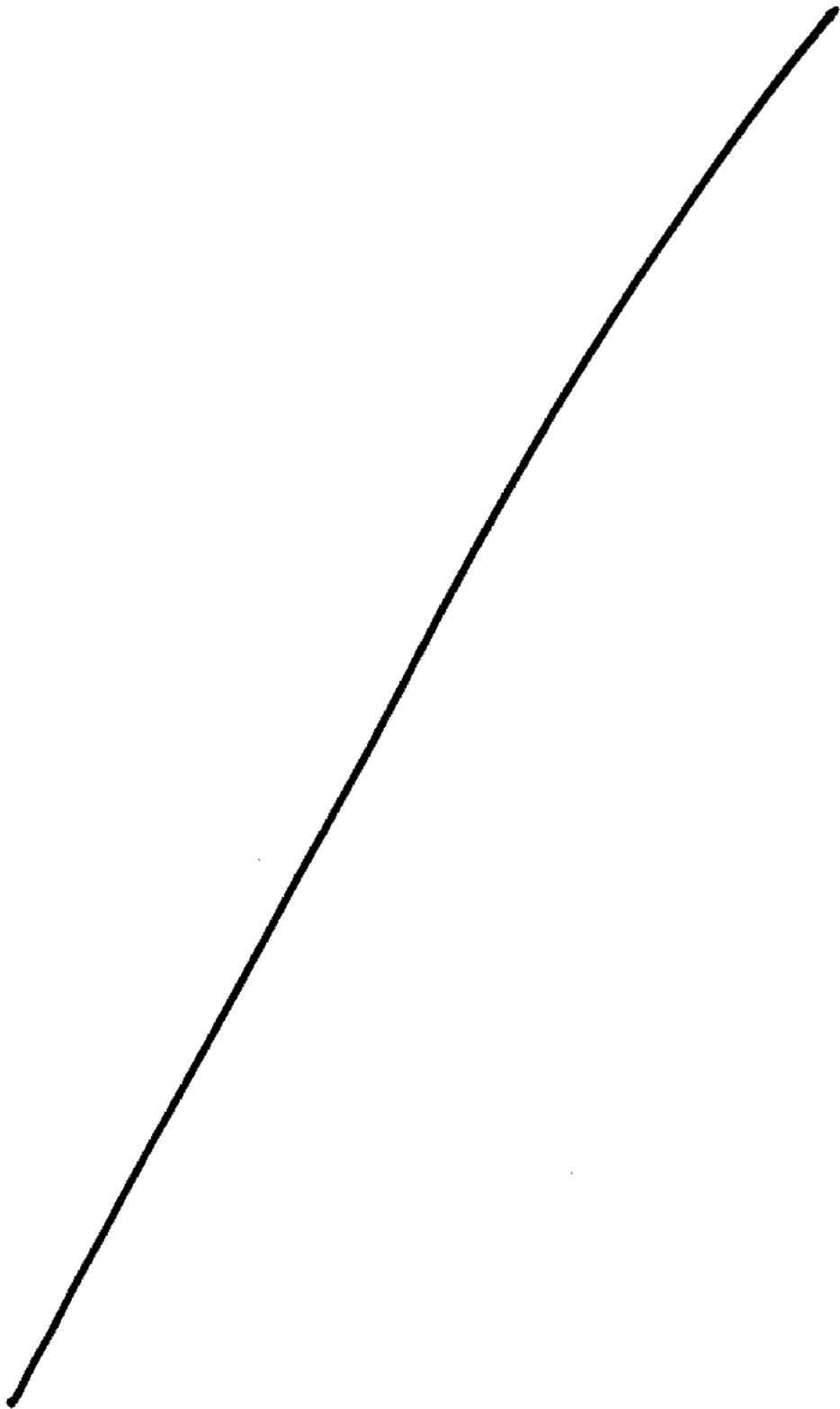


EXHIBIT "1"

PAGE 45 OF 203

POLICY NUMBER: 84SBWPB3621  
INSURED: EJM Engineering, Inc.

BUSINESS LIABILITY COVERAGE

## ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the Coverage provided under the following:

### BUSINESS LIABILITY COVERAGE FORM SS 00 08

WHO IS AN INSURED (Section C) states that the following is also an additional insured:

#### Additional Insured by Contract, Agreement or Permit

Any person or organization is an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the executive of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

#### Primary and Non-Contributory to Other Insurance When Required by Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

#### Waiver of Subrogation

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Rev 5.13

EXHIBIT "1"  
PAGE 40 OF 203

POLICY NUMBER: 84UEGPF4533  
INSURED: EJM Engineering, Inc.

AUTO LIABILITY COVERAGE

## ADDITIONAL COVERAGES WHEN REQUIRED BY WRITTEN CONTRACT

This is a summary of the Coverage provided under the following:

### COMMERCIAL AUTOMOBILE COVERAGE FORM HA9916

#### Additional Insured if Required by Contract

When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" with regard to the ownership, maintenance or use of a covered "auto."

#### Primary and Non-Contributory if Required by Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary.

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

#### Waiver of Subrogation

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payment we make for damages under the Coverage Form.

Rev 5.13

EXHIBIT "1"

PAGE 47 OF 203

# Contract Information Sheet

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

Consultant Name: EJM Engineering, Inc.

Contract Number: RR-13-4151

Proposal Date: 1/3/2014

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

**END 9:**  
**PAGE 48 OF 203**



Contract Number: RR-13-4151

Consultant: EJM Engineering, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

**Grand Total Exhibit A Hours**      **27,500**

**MONTHS of YEAR 2014**

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Work Order	100	700	800	900	900	900	900	900	900	900	900	900	9700
Assignments													
<b>TOTALS</b>	100	700	800	900	900	900	900	900	900	900	900	900	9700

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**EXHIBIT A**

Rev. 9/2013

Contract Number: RR-13-4151

Consultant: EJM 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	
Work Order	800	900	900	900	900	900	900	900	900	900	900	800	10600
Assignments													
<b>TOTALS</b>	800	900	900	900	900	900	900	900	900	900	900	800	10600

**PAGE 50 OF 203**

**EXHIBIT 91**

Rev 9/2013

Version 7

Contract Number: RR-13-4151

Consultant: EJM 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	
Work Order	800	800	800	700	700	664	500	500	400	400	300	300	6864
Assignments													
<b>TOTALS</b>	800	800	800	700	700	664	500	500	400	400	300	300	6864

**EXHIBIT A**  
 PAGE 51 OF 203

Contract Number: RR-13-4151

Consultant: EJM 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		
Work Order	176	160												336
Assignments														
TOTALS	176	160												336

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EXHIBIT A

Rev. 9/2013

Contract No.: RR-13-4151

Consultant: EJM Engineering, Inc.

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR** (without overtime)

<u>27,500.00</u>	· X	<u>\$ 41.91</u>	=	TOTAL DIRECT SALARY \$	<u>1,152,525.00</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

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

<b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b>	<b>\$ <u>3,227,070.00</u></b>
---	-------------------------------

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	<u>\$87,930.00</u>
--------------------	--------------------

**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H)	\$ <u>3,185,000.00</u>
--	------------------------

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

TOTAL SERVICES BY OTHERS	<u>\$ 3,185,000.00</u>
--------------------------	------------------------

**D. ADDITIONAL SERVICES** (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

\$ -

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES	<u>\$ -</u>
(Requires prior authorization before use)	

**E. MAXIMUM ALLOWABLE FEE** (Upper Limit of Compensation)

\$ 6,500,000.00

**EXHIBIT**

Contract No.: RR-13-4151

Consultant: EJM Engineering, Inc.

Date: 1/3/2014

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

CONTRACT TERM: 38 No. OF MONTHS  
 SCHEDULED START DATE: 1/3/2014  
 RAISE DATE: 1/1/2015  
 PERCENT OF RAISE: 3%

**ESCALATION PER YEAR Year 1 through 5**

1/3/2014 - 12/31/2014	1/1/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 2/28/2017	
Date Date	Date Date	Date Date	Date Date	Date Date
12.0	12.0	12.0	2.0	
38.0	38.0	38.0	38.0	38.0
31.58%	32.53%	33.50%	5.75%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
38.0	38.0	38.0	38.0	38.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 103.38%

**EXHIBIT 'C-1'**  
**PAGE 54 OF 203**

Contract No.: RR-13-4151

Consultant: EJM Engineering, Inc.

Date: 1/3/2014

Escalation Factor: 103.36%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>							<u><b>DIRECT COST OVERTIME PREMIUM</b></u>	
							Total Estimated Work Hours: <u>27,500.00</u>	Total Estimated O/T Hours: _____
							Average Hourly Rate: <u>\$41.91</u>	Average Premium O/T Hourly Rate: _____
							Total Direct Labor <u>\$1,152,525.00</u>	Total Overtime Premium: _____
Classification Eligible for Premium Overtime?	Classification	Current MINIMUM Hourly Rate for Classification	Current MAXIMUM Hourly Rate for Classification (See Note A to Right)	Average Hourly Rate for Classification (See Note B to Right)	Escalated Average Hourly Rate for Classification (See Note C to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note D to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note E to Right)
No	Principal	\$70.00	\$70.00	\$70.00	\$70.00	100.00		
No	Project Manager	\$47.25	\$70.00	\$58.63	\$60.59	1,450.00		
No	Senior Engineer	\$42.00	\$70.00	\$56.00	\$57.88	4,050.00		
No	Engineer II	\$29.93	\$63.00	\$46.47	\$48.03	6,500.00		
No	Engineer I	\$23.63	\$42.79	\$33.21	\$34.33	9800.00		
No	CAD Operator	\$19.43	\$42.79	\$31.11	\$32.15	3850.00		
No	Project Administrator	\$19.43	\$56.18	\$37.81	\$39.07	150.00		
No	Technician	\$11.55	\$42.79	\$27.17	\$28.08	1600.00		

**EXHIBIT "1"**

Contract No.: RR-13-4151

Consultant: EJM Engineering, Inc.

Date: 1/3/2014

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

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
Principal	Joan Berry	CAD Operator	Paul Scott
Principal	Christopher Krueger	Project Administrator	Margaret Galey
Project Manager	Robert Peters		Miyosha Hayes-Weston
	Robert Israel		Deborah Mayer
	Mohammed Rashed		Marisa Quezada
Senior Engineer	Robert Swanson		Aisha Sharif
	James Douglas Galinsky	Technician	James Sapp
	Carl Gutowski		Daniel Tansey
	Lisa Sagami		Parag Adhikari
	Patrick Cusack		
	Paresh Thakkar		
Engineer II	Srijan Adhikari		
	Gregory Gedemer		
	Alexander Lau		
	Gaurav Rai		
	Jaiz Waheed		
Engineer I	William Bakos		
	William Deuter		
	Brian Doubek		
	Patrick Friedrich		
	Elizabeth Garcia		
	Brigitte Grubbs		
	Christian Haas		
	Bryan Hills		
	Michael Janachione		
	Cody Matchen		
	Clinton McClure		
	Mark O'Neil		
Russell Ruplinger			

**EXHIBIT "1"**

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Version 7



Contract No.: RR-13-4151 Consultant: EJM Engineering, Inc.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/36206/LG\\_TOLLWAY\\_XX\\_ALLOWEDIRECTCOSTS\\_08012008.PDF](http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWEDIRECTCOSTS_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 DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 87,930.00

**EXHIBIT "1"**

## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## **ALLOWABLE DIRECT COSTS**

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

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

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

#### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

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

Contract No.: RR-13-4151

Consultant: EJM Engineering, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Joan Berry

**Project Manager:** Robert Israel

**Project Engineer:** Carl Gutowski

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

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** Carl Gutowski

**Project Structural Engineer:** Robert Peters

**Project Drainage Engineer:** Alexander Lau

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

**Others:** Name: Gregory Gedemer

Classification: Project Traffic Engineer

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

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

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

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

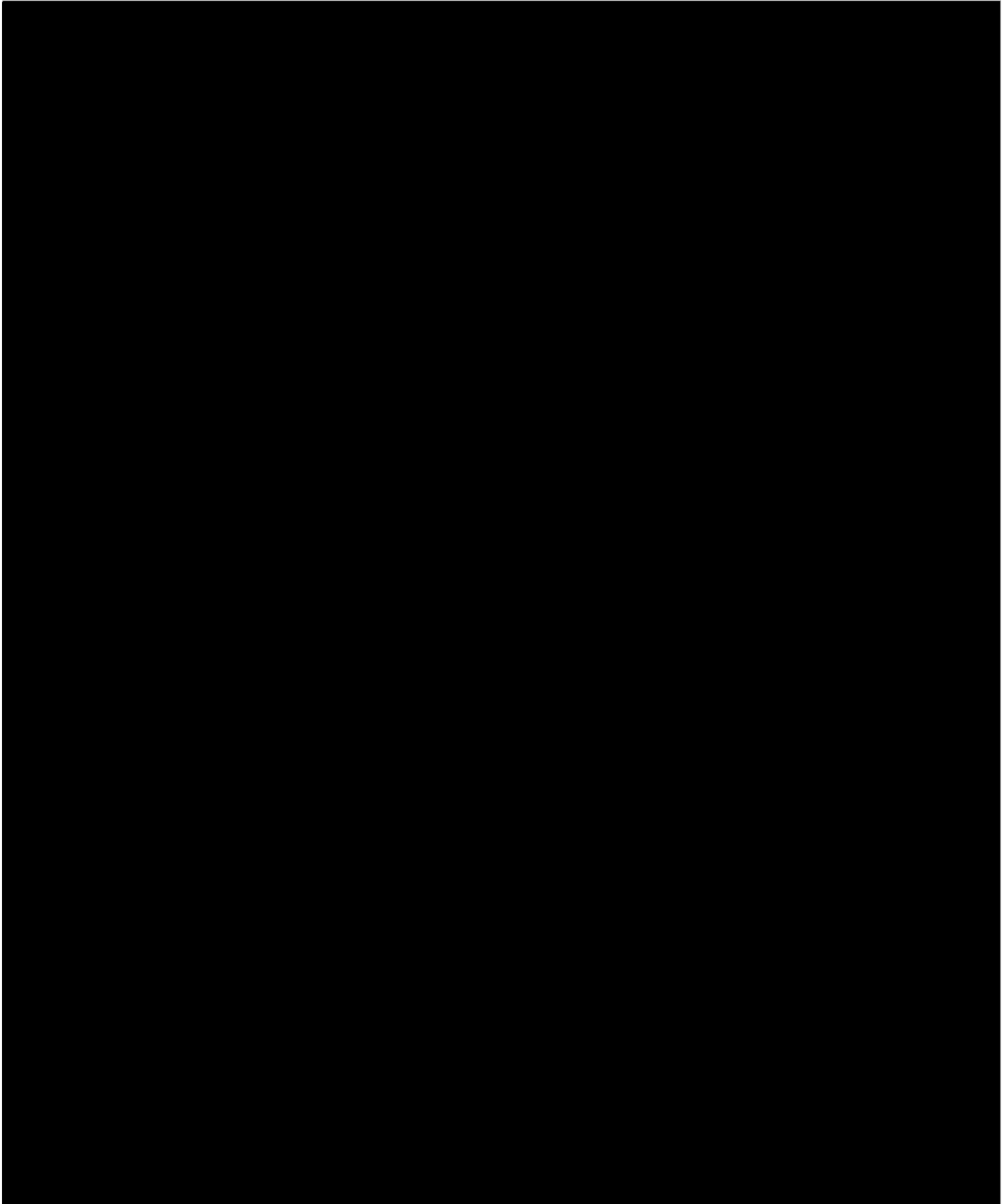
Name: \_\_\_\_\_

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



**EJM ENGINEERING, INC.**

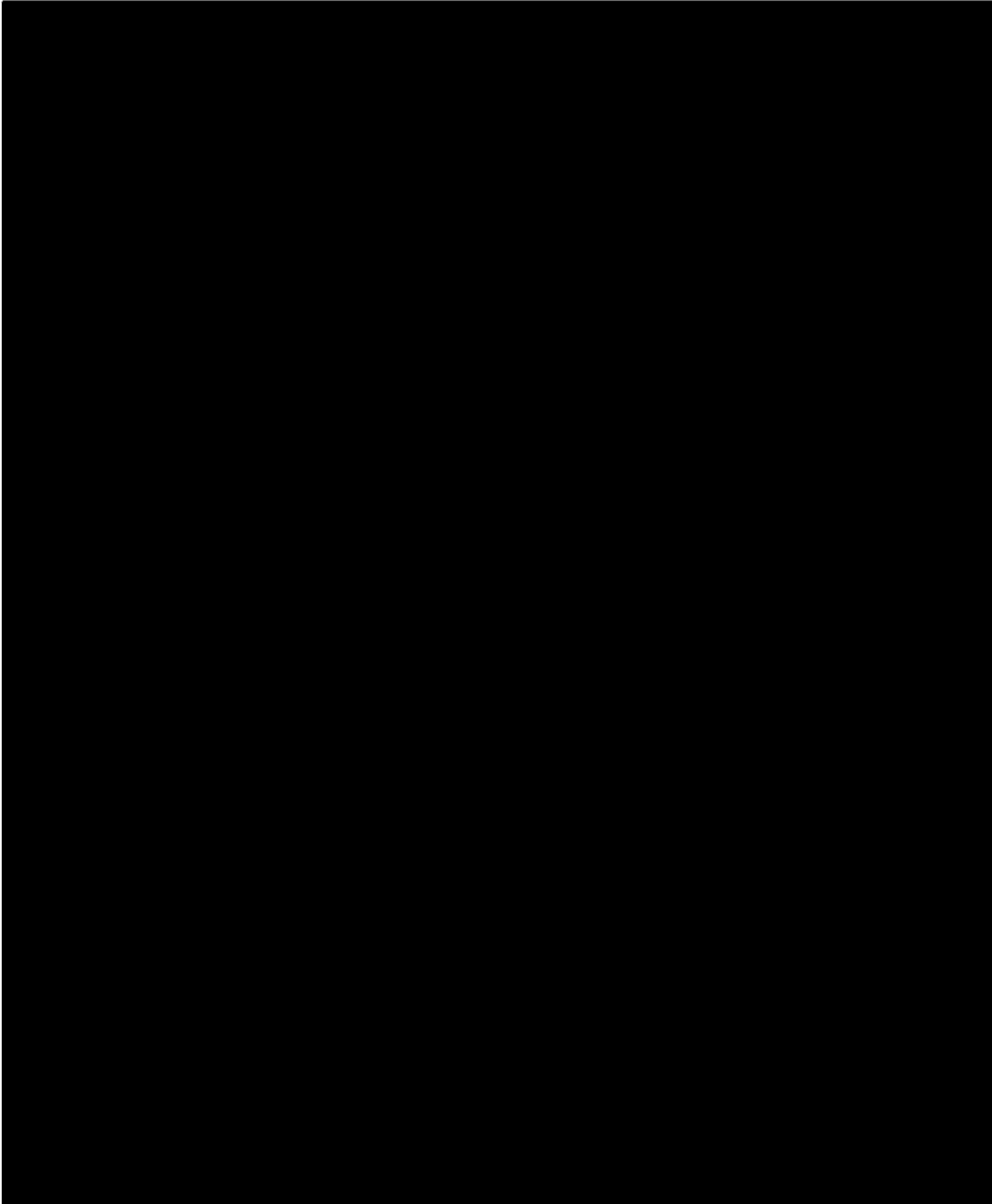
**Joan Berry, AICP**  
*President*

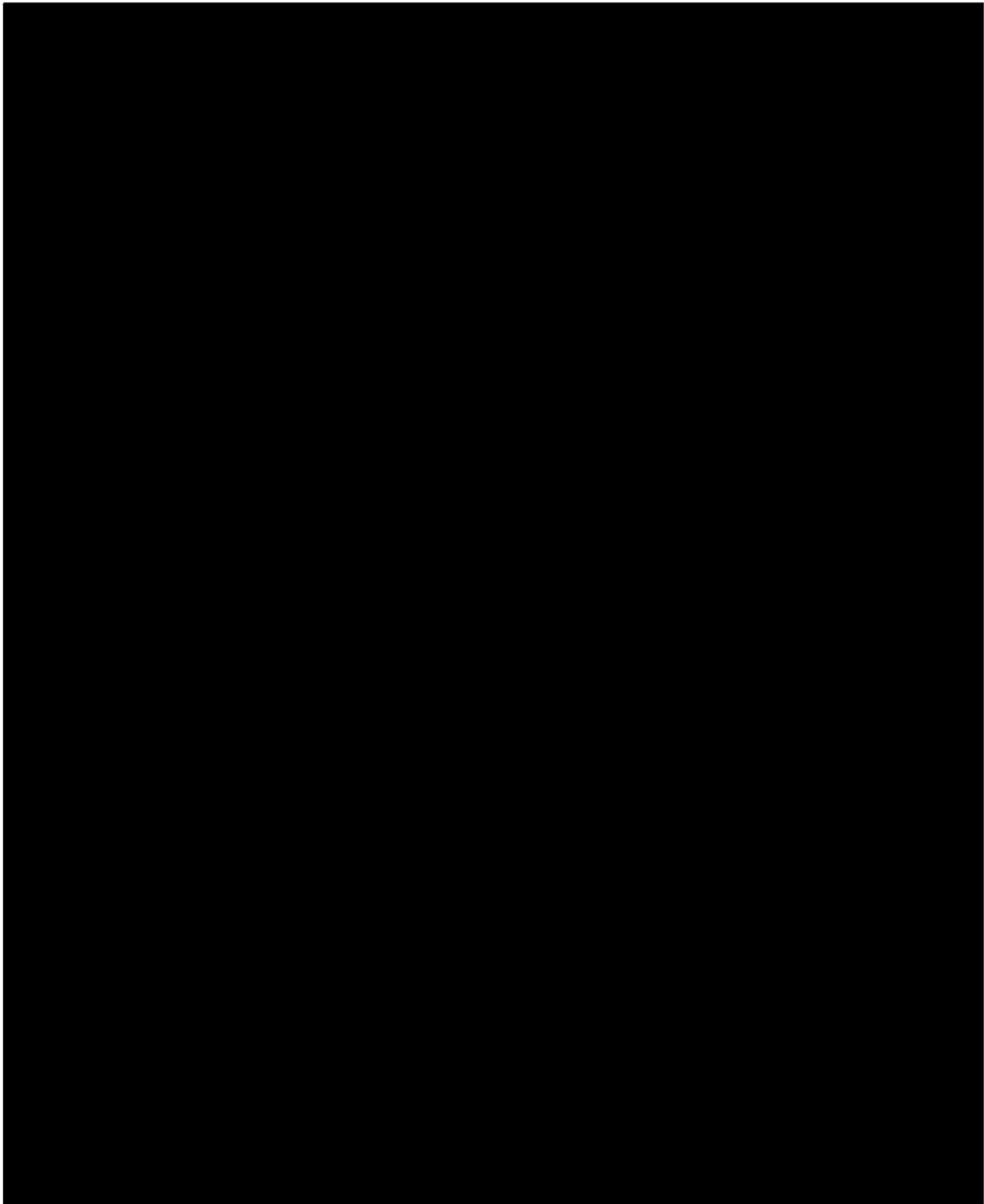




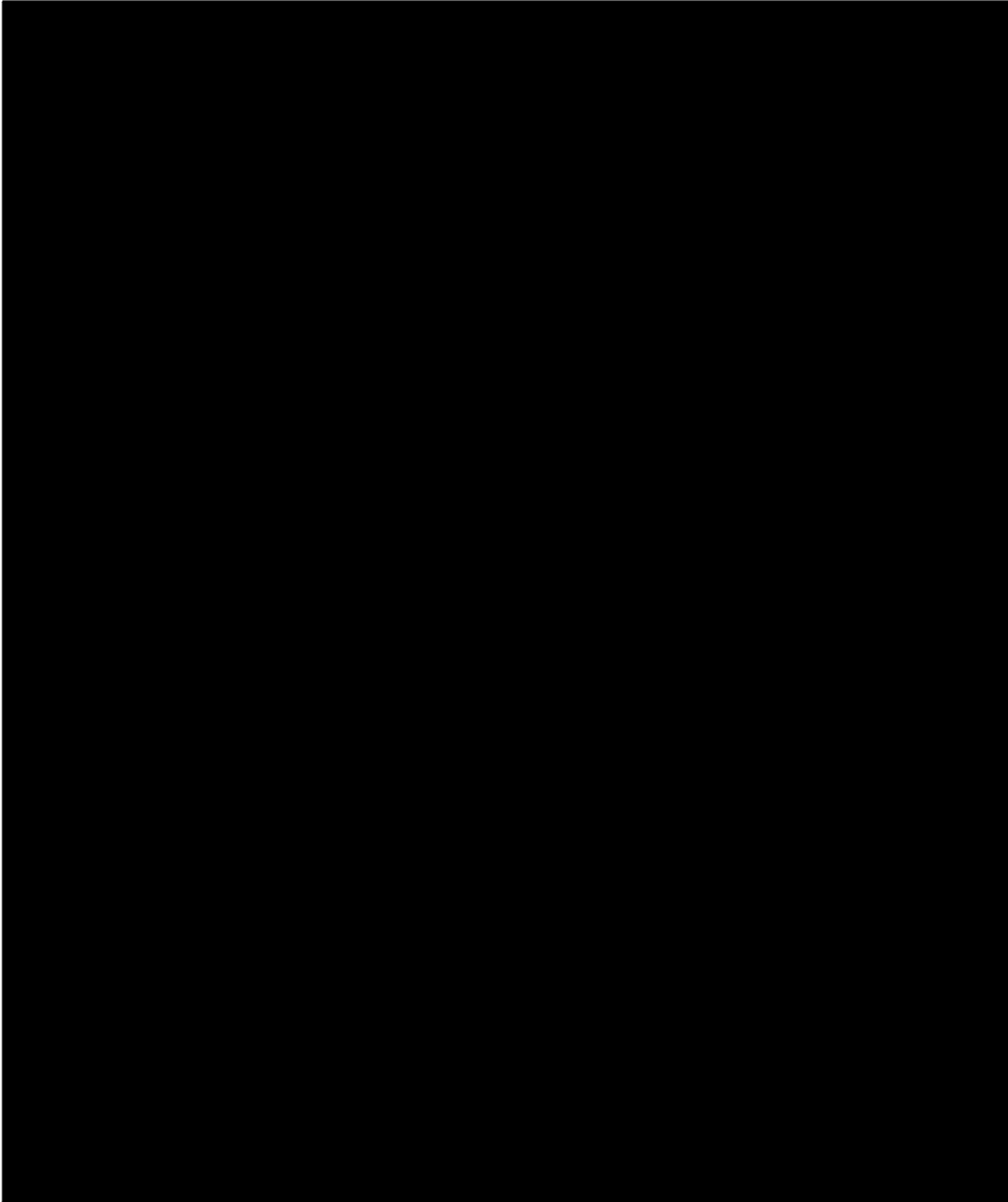
**EJM ENGINEERING, INC.**

**Joan Berry, AICP**  
*President*





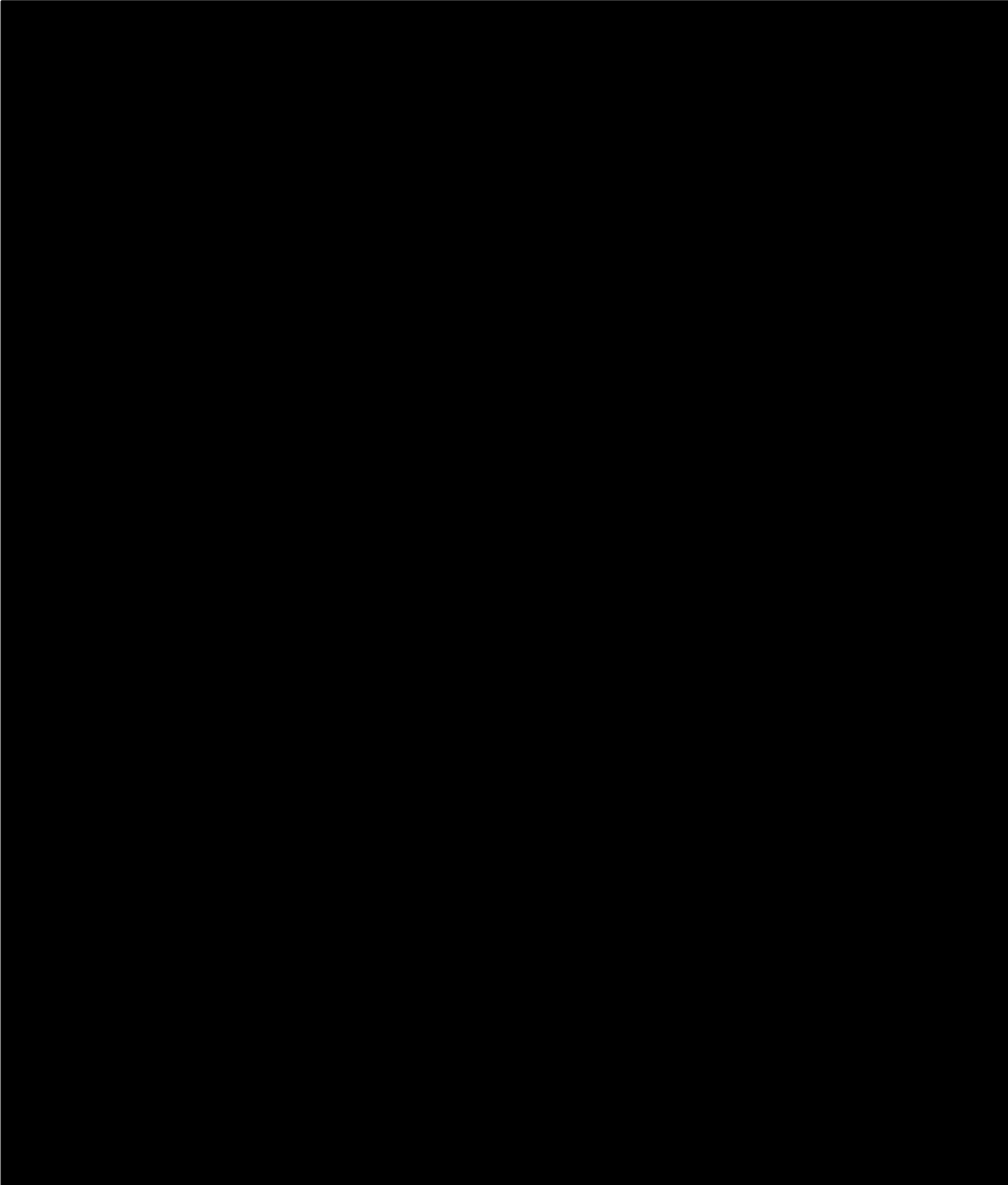


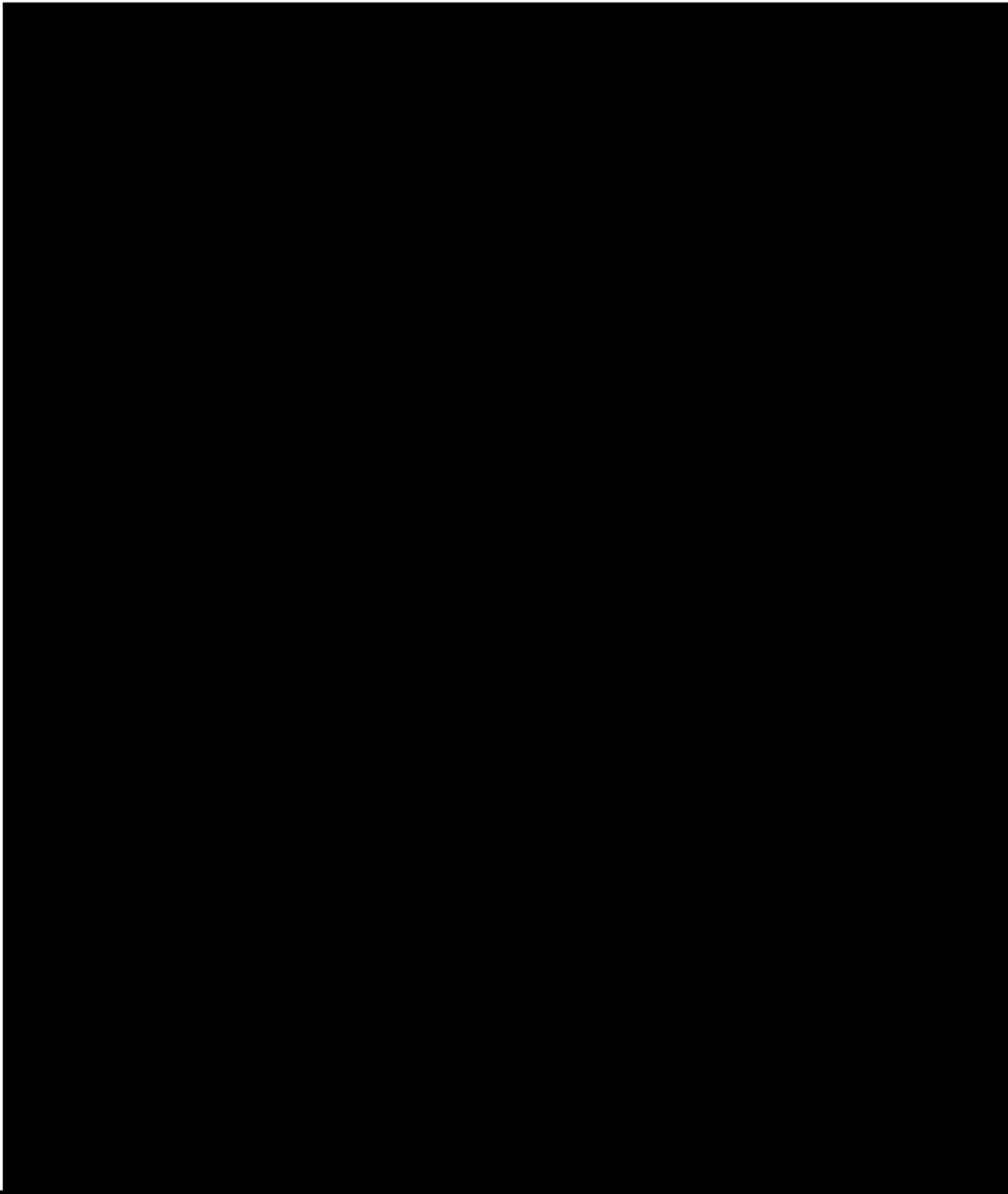




**EJM ENGINEERING, INC.**

**Carl Gutowski, PE**  
*Project Engineer*

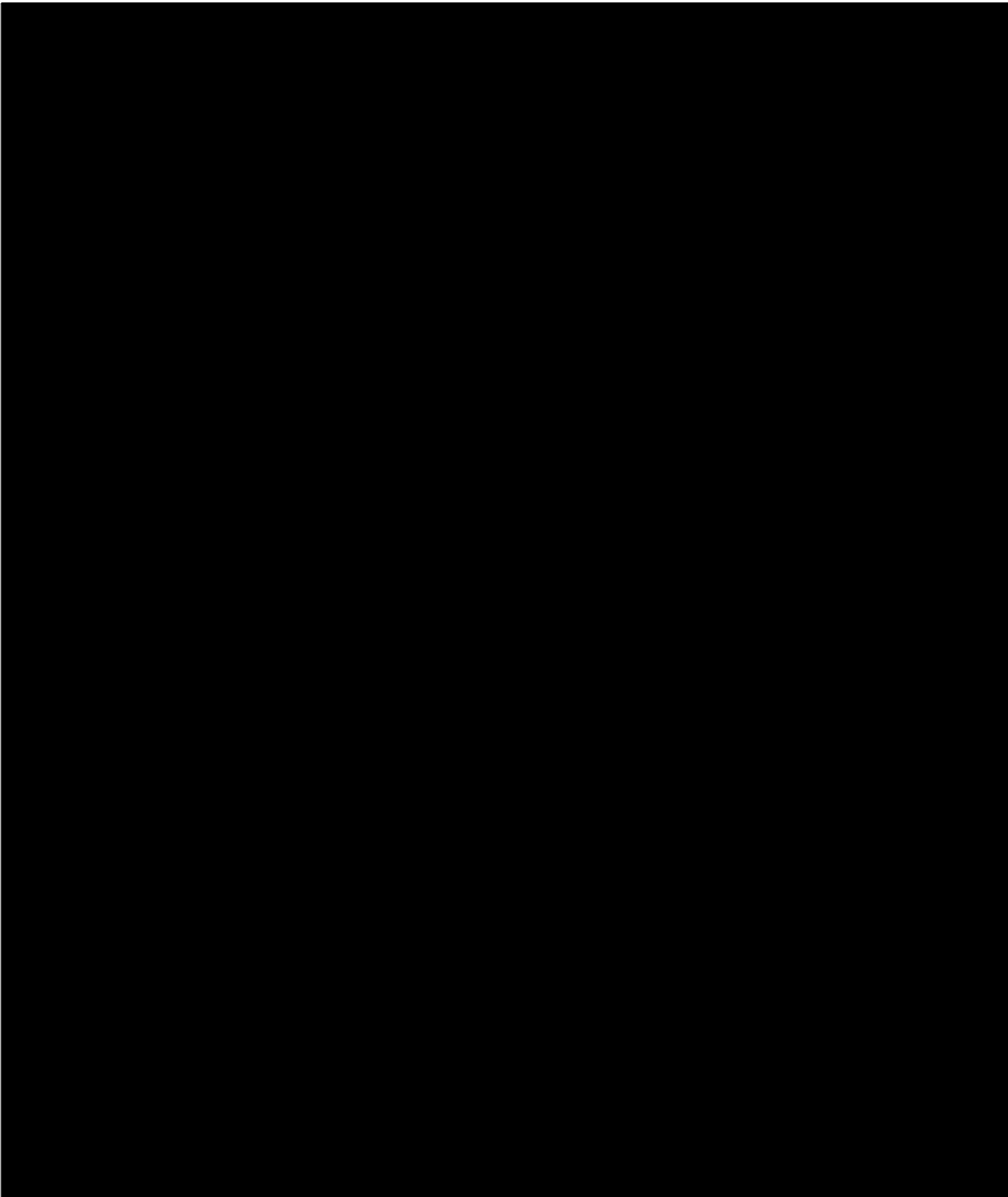


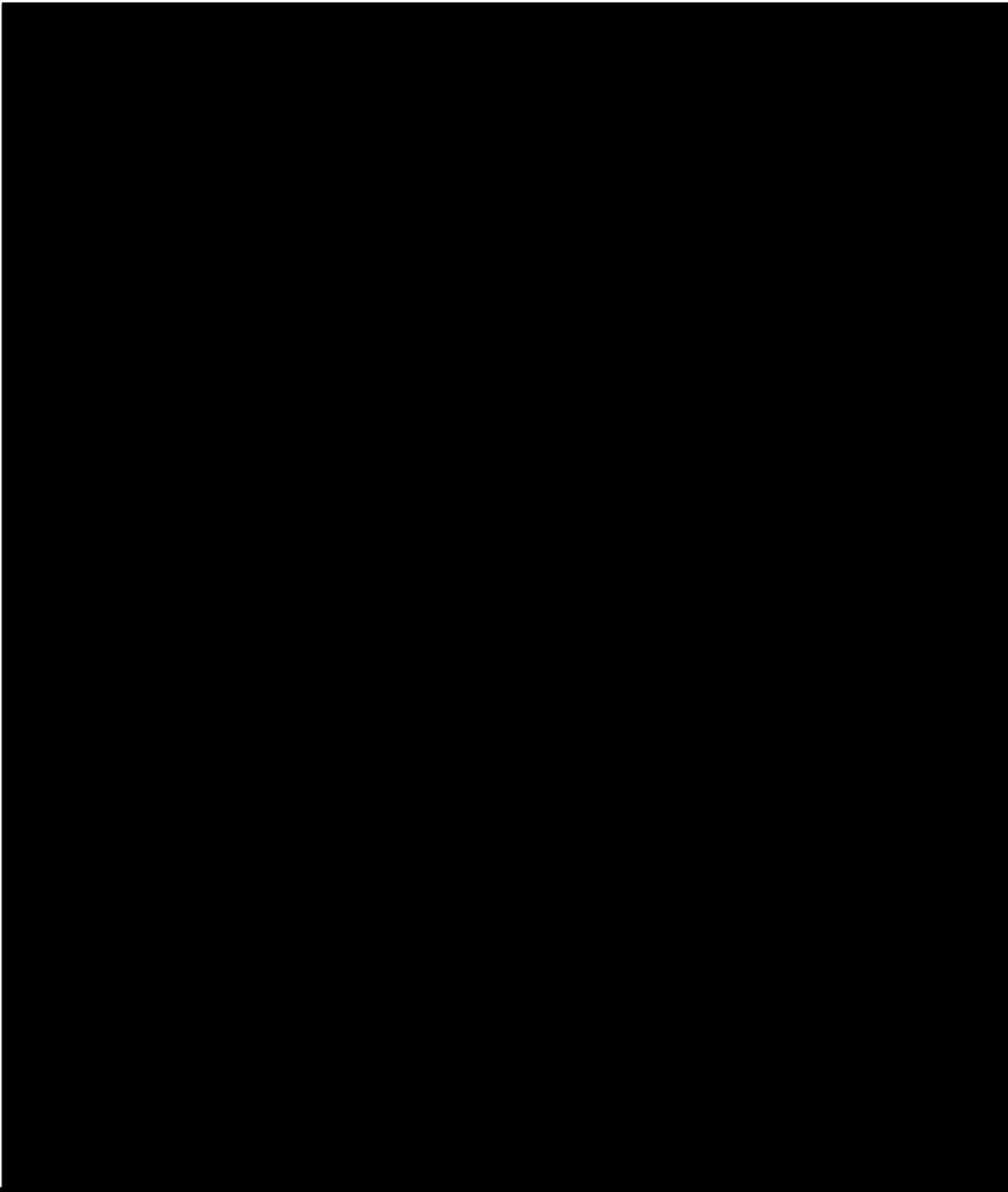




**EJM ENGINEERING, INC.**

**Robert Peters, SE, PE**  
*Structural Engineer*

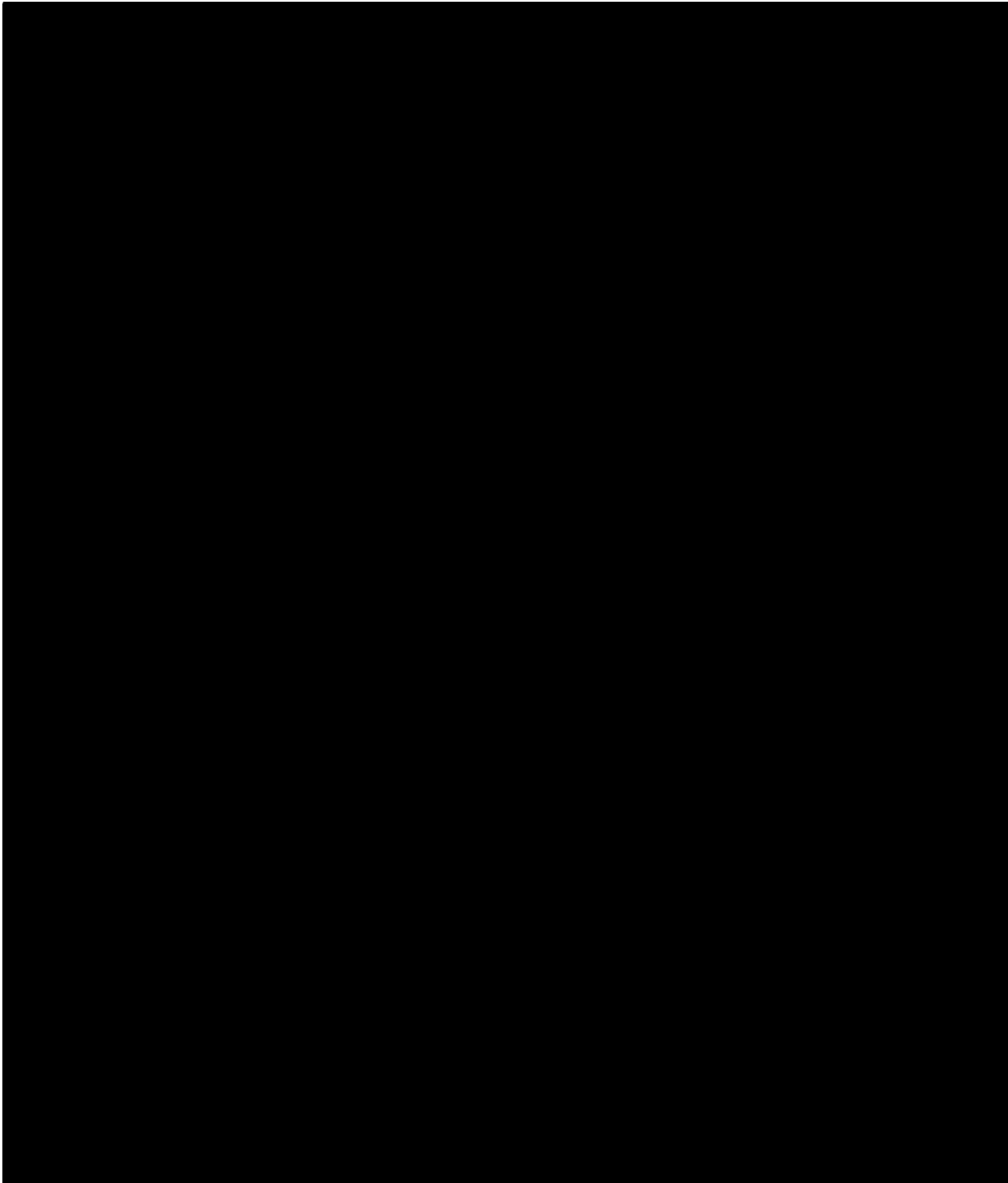


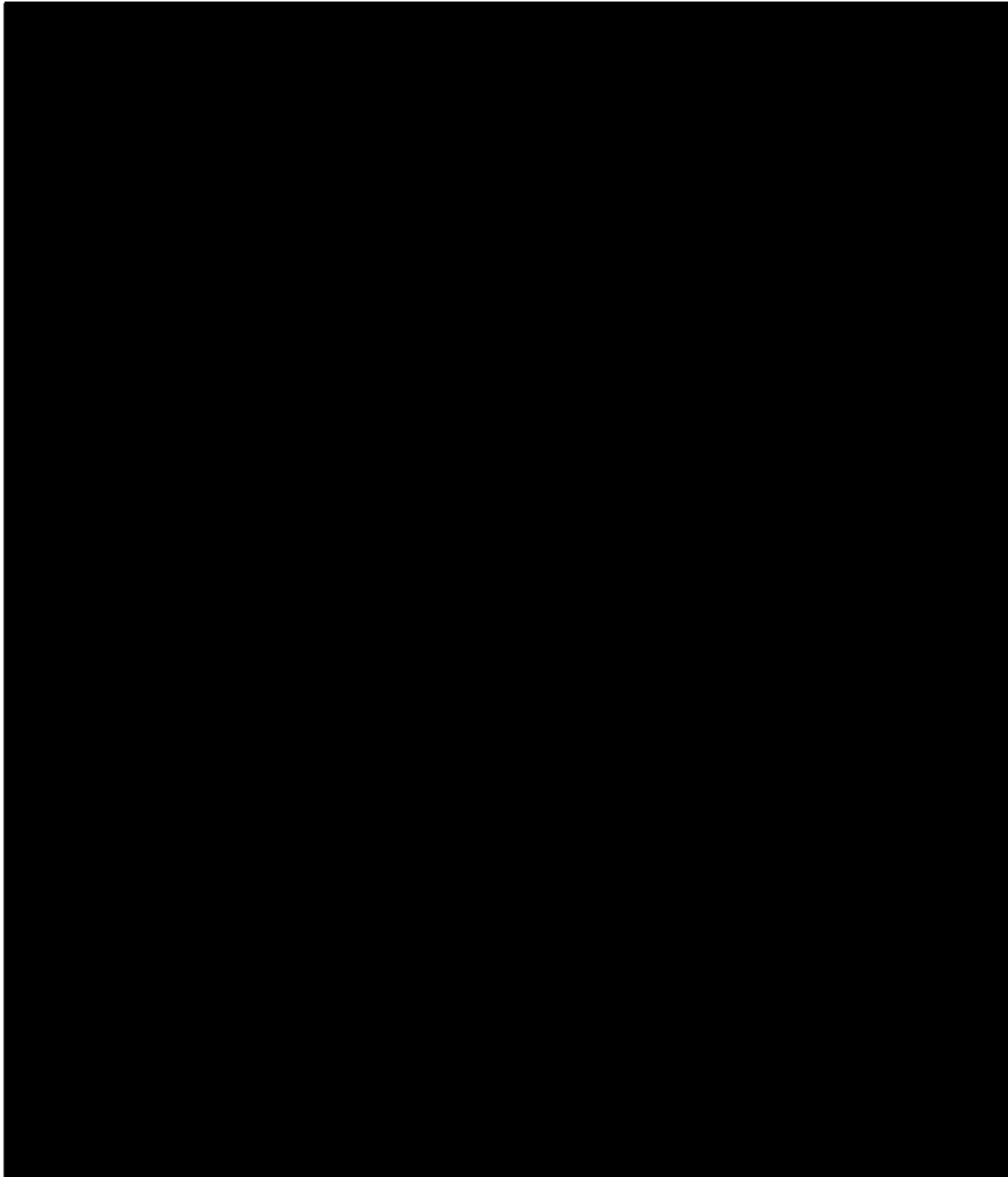




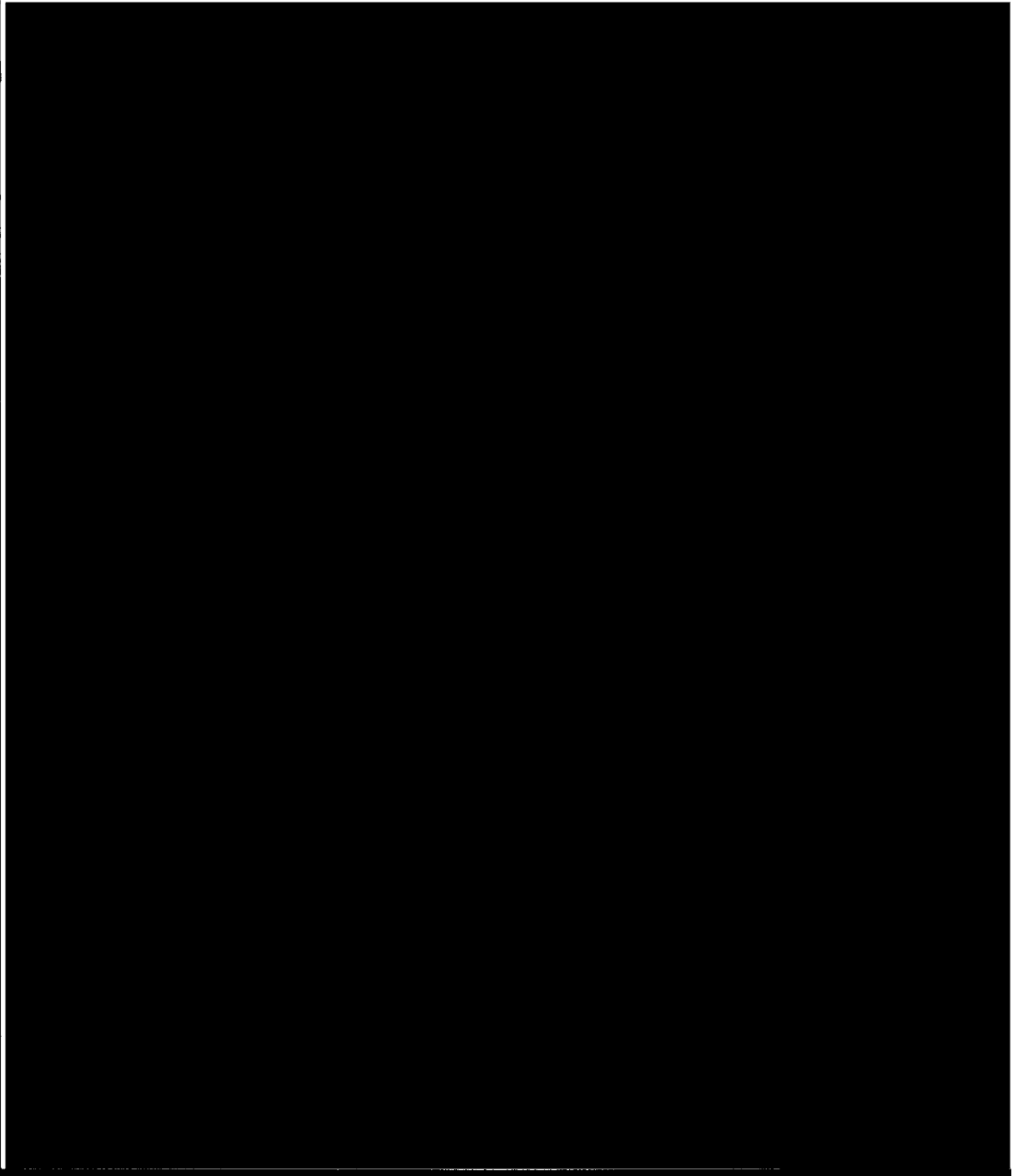
**EJM ENGINEERING, INC.**

**Alexander Lau, PE**  
*Drainage Engineer*









## **EXHIBIT F**

RR-13-4151

EJM Engineering, Inc.

### **SCOPE OF SERVICES**

The scope of services includes design upon request task order assignments systemwide on the Tollway. These work assignments will encompass Phase II engineering services that are required for work tasks that may include preparation of contract plans and engineering studies and other technical services as directed by the Tollway. EJM will provide engineering services and project management.

**EXHIBIT G**

**CONTRACT RR - 13 - 4151**

**EJM Engineering, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
12-5, Item 7 RR-12-4083	Tollway DUR	\$7,500,000 - JV \$2,400,000 - EJM	\$1,295,304	12/14
10-1, Item 2 RR-10-9974	Tollway Traffic Engineering Services	\$644,000	\$514,394	12/14
10-1, Item 1 RR-10-9973	Tollway General Engineering Services	\$402,000	\$116,057	12/14
11-3, Item 2 I-11-4014	Elgin O'Hare West Bypass	\$1,250,000	\$197,730	12/16
11-4, Item 8 I-11-4022	I-90 - IL 47 to Genoa Road	\$1,318,000	\$4,000	2/14
11-2, Item 2 I-11-5633	I-90 Roadway Widening Ph. III Support	\$10,000	\$6,000	6/14
N/A	Phase III I-90 Support	\$30,000	\$30,000	6/14
PTB 146/1	I-57/I-294 Phase II Design	\$514,000	\$224,480	12/15
PTB 152/4	I-80 Phase I/Phase II Design	\$341,123	\$92,916	12/15
PTB 154/30	IL 47-IL 71 to Caton Farm Rd.	\$40,551	\$21,941	6/14
PTB 157/5	US 6/IL 7 Phase II Design	\$95,292	\$63,925	12/14
PTB 161/3	Central Ave. @ BRC RR	\$415,982	\$288,939	12/15
PTB 162/24	IL 47 - I-80 to Caton Farm Rd.	\$35,150	\$3,397	3/14
PTB 163/1	Circle Interchange Phase I/II	\$168,472	\$105,135	12/14
Various PTB 157, Item 28 PTB 162, Item 2	City of Chicago design projects as prime or subconsultant	\$3,385,000	\$2,311,000	Various
	Phase I Various	\$200,000	\$112,484	4/16
	Phase I Various	\$2,000,000 - Team \$1,200,000 - EJM	\$1,047,000 - EJM	2/17

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

<p>1 <u>Primera Engineers, Ltd.</u></p> <p>Direct Labor                   \$ 2,105,157.60</p> <p>Direct Costs                   \$ 104,842.40</p> <p>Services by Others           _____</p> <p>Additional Services **       _____</p> <p>Total this Subconsultant (ULC)       \$ 2,210,000.00</p>	<p>6 _____</p> <p>Direct Labor                   \$ -</p> <p>Direct Costs                   \$ -</p> <p>Services by Others           \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)       \$ -</p>
<p>2 <u>Sanchez &amp; Associates, P.C.</u></p> <p>Direct Labor                   \$ 372,153.60</p> <p>Direct Costs                   \$ 17,846.40</p> <p>Services by Others           _____</p> <p>Additional Services **       _____</p> <p>Total this Subconsultant (ULC)       \$ 390,000.00</p>	<p>7 _____</p> <p>Direct Labor                   \$ -</p> <p>Direct Costs                   \$ -</p> <p>Services by Others           \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)       \$ -</p>
<p>3 <u>Huff &amp; Huff, Inc.</u></p> <p>Direct Labor                   \$ 104,913.65</p> <p>Direct Costs                   \$ 25,086.35</p> <p>Services by Others           \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)       \$ 130,000.00</p>	<p>8 _____</p> <p>Direct Labor                   \$ -</p> <p>Direct Costs                   \$ -</p> <p>Services by Others           \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)       \$ -</p>
<p>4 <u>GSG Consultants, Inc.</u></p> <p>Direct Labor                   \$ 188,769.28</p> <p>Direct Costs                   \$ 136,230.72</p> <p>Services by Others           \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)       \$ 325,000.00</p>	<p>9 _____</p> <p>Direct Labor                   \$ -</p> <p>Direct Costs                   \$ -</p> <p>Services by Others           \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)       \$ -</p>
<p>5 <u>Gloger Engineers Limited</u></p> <p>Direct Labor                   \$ 127,400.00</p> <p>Direct Costs                   \$ 2,500.00</p> <p>Services by Others           \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)       \$ 130,000.00</p>	<p>10 _____</p> <p>Direct Labor                   \$ -</p> <p>Direct Costs                   \$ -</p> <p>Services by Others           \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)       \$ -</p>

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

TOTAL DBE/MBE/WBE Subconsultants: \$ 3,185,000.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 3,185,000.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 49.00%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 49.00%

**EXHIBIT "1"**

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By 9/2013

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

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

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

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

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

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

**EXHIBIT "1"**  
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# Contract Information Sheet

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

Consultant Name: Primera Engineers, Ltd.

Contract Number: RR-13-4151

Proposal Date: 1/3/2014

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-13-4151

Consultant: Primera Engineers, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	17,850
MONTHS of YEAR 2014													TOTAL	HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
WO Assignment	50	450	500	500	500	500	500	500	500	500	500	500	5500	
<b>TOTALS</b>	50	450	500	500	500	500	500	500	500	500	500	500	5500	

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EXHIBIT "1"

Contract Number: RR-13-4151

Consultant: Primera Engineers, Ltd.

**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	
WO Assignment	500	500	500	500	500	500	500	500	500	500	500	500	6000
<b>TOTALS</b>	500	500	500	500	500	500	500	500	500	500	500	500	6000



Contract Number: RR-13-4151

Consultant: Primera Engineers, Ltd.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
WO Assignment	500	500	500	500	500	500	500	500	500	500	450	450	5900
<b>TOTALS</b>	500	500	500	500	500	500	500	500	500	500	450	450	5900

Contract Number: RR-13-4151

Consultant: Primera Engineers, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
WO Assignment	400	50													450
<b>TOTALS</b>	<b>400</b>	<b>50</b>													<b>450</b>

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EXHIBIT "1"

Contract No.: RR-13-4151

Consultant: Primera Engineers, Ltd.

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR** (without overtime)

$$\frac{17,850.00}{\text{(Total Work Hours from Exhibit C-2)}} \times \$ \frac{42.12}{\text{(Average Hourly Rate from Exhibit C-2)}} = \text{TOTAL DIRECT SALARY } \$ \underline{751,842.00}$$

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** \$ 2,105,157.60

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

**TOTAL DIRECT COSTS** \$104,842.40

**C. SERVICES BY OTHERS**

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

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

**TOTAL SERVICES BY OTHERS** \$ -

**D. ADDITIONAL SERVICES** (Prime Consultant)

(Requires prior authorization before use)

**ADDITIONAL SERVICES** (Subconsultants)

\$ -

(Requires prior authorization before use)

**TOTAL ADDITIONAL SERVICES** \$ -

(Requires prior authorization before use)

**E. MAXIMUM ALLOWABLE FEE** (Upper Limit of Compensation) \$ 2,210,000.00

Contract No.: RR-13-4161

Consultant: Primera Engineers, Ltd.

Date: 1/3/2014

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

CONTRACT TERM: 38 No. OF MONTHS  
 SCHEDULED START DATE: 1/3/2014  
 RAISE DATE: 4/1/2014  
 PERCENT OF RAISE: 3%

**ESCALATION PER YEAR Year 1 through 5**

1/3/2014 - 3/31/2014	4/1/2014 - 3/31/2015	4/1/2015 - 3/31/2016	4/1/2016 - 2/28/2017	
Date - Date	Date - Date	Date - Date	Date - Date	Date - Date
3.0	12.0	12.0	11.0	
38.0	38.0	38.0	38.0	38.0
7.89%	32.53%	33.50%	31.63%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date - Date	Date - Date	Date - Date	Date - Date	Date - Date
38.0	38.0	38.0	38.0	38.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 105.55%

PAGE 84 OF 203 EXHIBIT "1"

Contract No.: RR-13-4151

Consultant: Primera Engineers, Ltd.

Date: 1/3/2014

Escalation Factor: 105.55%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>							<b><u>DIRECT COST OVERTIME PREMIUM</u></b>		
						<b>Total Estimated Work Hours:</b>	17,850.00	<b>Total Estimated O/T Hours:</b>	600.00
						<b>Average Hourly Rate:</b>	\$42.12	<b>Average Premium O/T Hourly Rate:</b>	\$14.25
						<b>Total Direct Labor</b>	\$751,842.00	<b>Total Overtime Premium:</b>	\$8,550.00
<b>Classification Eligible for Premium Overtime?</b>	<b>Classification</b>	<b>Current MINIMUM Hourly Rate for Classification</b>	<b>Current MAXIMUM Hourly Rate for Classification (See Note A to Right)</b>	<b>Average Hourly Rate for Classification (See Note B to Right)</b>	<b>Escalated Average Hourly Rate for Classification (See Note C to Right)</b>	<b>Estimated Work Hours (Including Overtime)</b>	<b>Escalated Average Premium Overtime Hourly Rate (See Note D to Right)</b>	<b>Estimated Overtime Hours (Overtime Hours Only) (See Note E to Right)</b>	
No	Principal	\$70.00	\$70.00	\$70.00	\$70.00	200.00			
No	Senior Project Manager	\$50.48	\$70.00	\$60.24	\$63.59	600.00			
No	Project Manager	\$36.30	\$70.00	\$53.15	\$56.10	800.00			
No	Engineer 4	\$38.43	\$70.00	\$54.22	\$57.23	2,000.00			
No	Engineer 3	\$38.46	\$70.00	\$54.23	\$57.24	3000.00			
No	Engineer 2	\$21.71	\$44.00	\$32.86	\$34.68	3000.00			
No	Engineer 1	\$23.33	\$36.00	\$29.67	\$31.31	3000.00			
No	Senior Technician	\$25.70	\$58.00	\$41.85	\$44.17	1700.00			
Yes	Technician 2	\$13.60	\$40.00	\$26.80	\$28.29	1700.00	14.15	200.00	
Yes	Technician 1	\$12.50	\$34.00	\$23.25	\$24.54	1600.00	12.27	200.00	
Yes	Administrative	\$10.00	\$51.92	\$30.96	\$32.68	250.00	16.34	200.00	
No	Architect 3	\$31.95	\$48.00	\$39.98	\$42.20				
No	Architect 2	\$30.84	\$36.00	\$33.42	\$35.28				
No	Architect 1	\$20.52	\$25.00	\$22.76	\$24.02				

PAGE 85 OF 203 EXHIBIT "1"

Contract No.: RR-13-4151

Consultant: Primera Engineers, Ltd.

Date: 1/3/2014

Escalation Factor: 105.55%

(From Exhibit C-1)

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

**DIRECT COST  
OVERTIME PREMIUM**

Total  
Estimated  
Work Hours: 17,850.00

Average  
Hourly Rate: \$42.12

Total Direct  
Labor \$751,842.00

Total  
Estimated O/T  
Hours: 600.00

Average  
Premium O/T  
Hourly Rate: \$14.25

Total Overtime  
Premium: \$8,550.00

Classification Eligible for Premium Overtime?	Classification	Current MINIMUM Hourly Rate for Classification	Current MAXIMUM Hourly Rate for Classification (See Note A to Right)	Average Hourly Rate for Classification (See Note B to Right)	Escalated Average Hourly Rate for Classification (See Note C to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note D to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note E to Right)
No	Designer 4	\$36.17	\$45.00	\$40.59	\$42.84			
No	Designer 3	\$25.88	\$45.00	\$35.44	\$37.41			
Yes	Designer 2	\$20.65	\$69.00	\$44.83	\$47.31			
Yes	Designer 1	\$15.00	\$45.00	\$30.00	\$31.67			
Yes	Operations	\$26.44	\$70.00	\$48.22	\$50.90			
Yes	Project Coordinator	\$11.55	\$39.00	\$25.28	\$26.68			

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EXHIBIT "1"

Contract No.: RR-13-4151

Consultant: Primera Engineers, Ltd.

Date: 1/3/2014

Escalation Factor: 105.55%  
(From Exhibit C-1)

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

**DIRECT COST  
OVERTIME PREMIUM**

Total  
Estimated  
Work Hours: 17,850.00

Total  
Estimated O/T  
Hours: 600.00

Average  
Hourly Rate: \$42.12

Average  
Premium O/T  
Hourly Rate: \$14.25

Total Direct  
Labor \$751,842.00

Total Overtime  
Premium: \$8,550.00

Classification Eligible for Premium Overtime?	Classification	Current MINIMUM Hourly Rate for Classification	Current MAXIMUM Hourly Rate for Classification (See Note A to Right)	Average Hourly Rate for Classification (See Note B to Right)	Escalated Average Hourly Rate for Classification (See Note C to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note D to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note E to Right)

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EXHIBIT "1"

Contract No.: RR-13-4151

Consultant: Primera Engineers, Ltd.

Date: 1/3/2014

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

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
Administrative	Ms. Diane L. Laoang	Designer 1	Ms. Dawn Krakko
Administrative	Ms. Maribel Medina	Designer 1	Mr. Anatoli Miasnikov
Administrative	Ms. Evelyn Harris-Kerr	Designer 1	Mr. Daniel P. Voss
Administrative	Mr. Neal D. Knapp	Designer 1	Mr. J. Francisco Shapiama Sr.
Administrative	Mr. Michael S. Chin	Designer 1	Mr. Timothy J. Ganatos
Administrative	Ms. Debra Z. Thompson	Designer 1	Mr. Paul E. Casperson
Administrative	Ms. Antoinette M. Clrone	Designer 1	Mr. Marc A. Mersaw
Administrative	Ms. Allyson L. Case	Designer 2	Mr. Aaron K. Wells
Administrative	Ms. Cassandra L. Wilander	Designer 2	Ms. Victoria E. Alvarez
Administrative	Ms. Angelica Henao	Designer 2	Mr. Arturo Garay
Administrative	Ms. Adri M. Amelianovich	Designer 2	Mr. Francis E. Fallico
Administrative	Ms. Kendahle Artis	Designer 2	Mr. William P. Brindl
Administrative	Ms. Lillian Pantoja	Designer 2	Mr. Dan A. Druschel
Administrative	Ms. Nicole M. Dvorak	Designer 2	Ms. Laura E. Wand
Administrative	Ms. Betsi Isay	Designer 2	Mr. Louis David DeAlba
Administrative	Ms. Joanne L. Phelps	Designer 2	Mr. Thomas A. Tumminaro
Administrative	Mr. Matthew E. Dvorak	Designer 2	Mr. Ellis Jones
Administrative	Mr. Milos Todorovic	Designer 3	Ms. Jill Molnar
Administrative	Mr. Michael J. Kuo	Designer 3	Mr. Edward S. Jakobsze
Administrative	Ms. Lindsey E. Burke	Designer 3	Mr. Dennis F. Richards
Administrative	Ms. Kristine H. Gunby	Designer 3	Mr. Evan J. Schroeder
Administrative	Mr. Gilbert DaSilva	Designer 3	Mr. Robert A. Zink
Administrative	Miss Yuriko Kiva	Designer 3	Mr. Martin Leeson
Administrative	Ms. Milja Pekic	Designer 3	Ms. Mona L. Jankovich
Architect 1	Mr. Jacob E. Obstema	Designer 3	Mr. Mark R. Evett
Architect 2	Mr. Manuel Jose Hernandez	Designer 4	Mr. Daniel Thul
Architect 3	Ms. Jill M. Deichmann	Designer 4	Ms. Diane M. Bowen
Architect 3	Mr. Erick M. Roldan		



Contract No.: RR-13-4151

Consultant: Primera Engineers, Ltd.

Date: 1/3/2014

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

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
Engineer 1	Ms. Mallory L. Schaus	Engineer 2	Mr. Robert J. Steinmetz
Engineer 1	Ms. Madhumitha Ravindhiran	Engineer 2	Mr. Anwar M. Sultan
Engineer 1	Mr. Francis J Zurek	Engineer 2	Mr. Charles L. Frangos
Engineer 1	Mr. Ryan N. Marovich	Engineer 2	Mr. Oracio Martinez
Engineer 1	Mr. Viktor V. Terziysky	Engineer 2	Mr. Hussain Z. Biyawanwala
Engineer 1	Mr. Ashok P. Rajan	Engineer 2	Mr. Manuel E. Hernandez Melendez
Engineer 1	Mr. Anthony J. Stoiber	Engineer 2	Mr. Dale R. Aoney
Engineer 1	Mr. Mariusz P. Klimek	Engineer 2	Ms. Monica P. Simoni
Engineer 1	Mr. Alongkom Bongsudhiruks	Engineer 2	Mr. Abdul Moiz Mohammed
Engineer 1	Mr. Jonathan R. Briers	Engineer 2	Mr. Elmer Salame
Engineer 1	Mr. Gustavo Zarazua	Engineer 2	Mr. Saagar M. Patel
Engineer 1	Mr. Eric D. Else	Engineer 2	Ms. Emily A. Smith
Engineer 1	Mr. Michael M. Zelisko	Engineer 2	Mr. Joseph R. DiVito
Engineer 1	Mr. Douglas H. Keppy	Engineer 3	Mr. Roman Frid
Engineer 1	Mr. Marcin M. Dymala	Engineer 3	Mr. Louis D. Ori
Engineer 1	Ms. Margaret L. McNamara	Engineer 3	Mr. Josh R. Greenfield
Engineer 1	Ms. Maura A. Lakowski	Engineer 3	Mr. Daniel F. Starzec
Engineer 1	Mr. Samir Qalsar	Engineer 3	Mr. John C. Palasz
Engineer 1	Mr. Paul Koc	Engineer 3	Mr. Keith D. Enstrom
		Engineer 3	Mr. Jaime P. Milla
		Engineer 3	Ms. Deborah Steimel-Clair
		Engineer 3	Mr. Marc G. Jach
		Engineer 3	Mr. Jonathan L. Loc
		Engineer 3	Mr. Nicholas W. Smith
		Engineer 3	Mr. Mir M. Zakaria
		Engineer 3	Mr. Andrew D. Walton
		Engineer 3	Mr. Russell J. Pozen
		Engineer 3	Mr. Bryan R. Krowles
		Engineer 3	Ms. Amanda C. Beck
		Engineer 3	Mr. M. Thomas Monostori
		Engineer 3	Mr. Scott A. Baron

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

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
Engineer 4	Mr. Z. John Zhang	Project Manager	Mr. Michael E. Belczak
Engineer 4	Mr. Sven E. Flodstrom	Project Manager	Mr. Craig M. Anderson
Engineer 4	Mr. Mark M. Johnson	Project Manager	Ms. Ross G. Lezebnik
Engineer 4	Mr. John N. Antonoglu	Project Manager	Mr. Howard J. Eaton
Engineer 4	Mr. John P. Fehlborg	Project Manager	Mr. Michael J. Ewers
Engineer 4	Mr. Jason M. DeRose	Project Manager	Mrs. Lindsey Bose Zanders
Engineer 4	Mr. Frank M. Moodie	Project Manager	Mr. Paul W. Bouchard
Engineer 4	Ms. Rebecca Allen Delaney	Project Manager	Mr. Eduardo DeSantiago
Engineer 4	Ms. Rina Vidl	Project Manager	Mr. Robert J. Deming
Engineer 4	Ms. Lindsey K. Firsek	Project Manager	Mr. Steven J. Ori
Engineer 4	Mr. Purnya Pradiphan	Project Manager	Mr. Rahul Chatterjee
Operations	Mr. Ron J. Darin	Project Manager	Ms. Mary Jo Mullen
Operations	Mr. Omar Torres	Project Manager	Ms. Erin K. Lowery
Operations	Mr. Manuel F. Santana	Project Manager	Michael J. Hanke
Operations	Ms. Patricia J. Christophulos	Project Manager	Mr. Michael J. Andrew
Operations	Mr. Sergio Murillo	Project Manager	Mr. William R. Taylor
Operations	Mr. Ruben A. Sepulveda	Project Manager	Mr. Brandon M. Pejekar
Principal	Mr. Michael F. DeSantiago	Project Manager	Mr. Adam D. Stribling
Principal	Mr. Pedro J. Cavalles-Candau	Senior Project Manager	Mr. Ted W. Lachus
Project Coordinator	Ms. Roseann Marra	Senior Project Manager	Mr. Robert A. Smith
Project Coordinator	Mr. Aaron J. Byczko	Senior Project Manager	Ms. Erin M. Inman
Project Coordinator	Ms. Cassandra Moya	Senior Project Manager	Mr. David N. Tu'ite
Project Coordinator	Ms. Tiffany R. Oakvarak	Senior Project Manager	Mr. Kenneth R. Panucci
		Senior Project Manager	Mr. Theodore P. Georgas
		Senior Project Manager	Mr. James E. Feeney
		Senior Project Manager	Mr. Andrew J. Sebescak
		Senior Project Manager	Ms. Lourdes M. Gonzalez
		Senior Project Manager	Mr. Robert K. Pouncers

**EXHIBIT "1"**

Contract No.: RR-13-4151

Consultant: Primera Engineers, Ltd.

Date: 1/3/2014

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

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
Senior Technician	Mr. Jerrick C. Simbol		
Senior Technician	Mr. Paul Gamboa		
Senior Technician	Mr. Juan N. Hernandez		
Senior Technician	Mr. Bartholomew Lazarczyk		
Senior Technician	Ms. Grace E. Wielch		
Technician 1	Ms. Jennifer Nelson		
Technician 1	Mr. Ezequiel Lopez		
Technician 1	Mr. Jacob T. Lefeu		
Technician 1	Mr. Michael E. Lamplough		
Technician 1	Mr. Christopher G. Chamberlain		
Technician 1	Ms. Katharine A. Mrugala		
Technician 1	Mr. Isaac Mercado		
Technician 2	Mr. Mohammed Barkatullah		
Technician 2	Mr. Keith P. Doss		

Contract No.: RR-13-4151 Consultant: Primera Engineers, Ltd.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

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

**B. ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/36206/LG\\_TO\\_LLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_08012008.PDF](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 DIRECT COSTS (Vehicles, Allowable and Itemized)     \$ 96,292.40**

## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## ALLOWABLE DIRECT COSTS

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

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

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

#### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

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

Contract No.: RR-13-4151

Consultant: Primera Engineers, Ltd.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Pedro J. Cevallos-Candau

**Project Manager:** Ted W. Lachus

**Project Engineer:** Robert J. Deming

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

**Documentation Engineer:** \_\_\_\_\_

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

**Project Structural Engineer:** Theodore P. Georgas

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

**Senior Engineer:** Mark M. Johnson

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

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

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

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

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

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

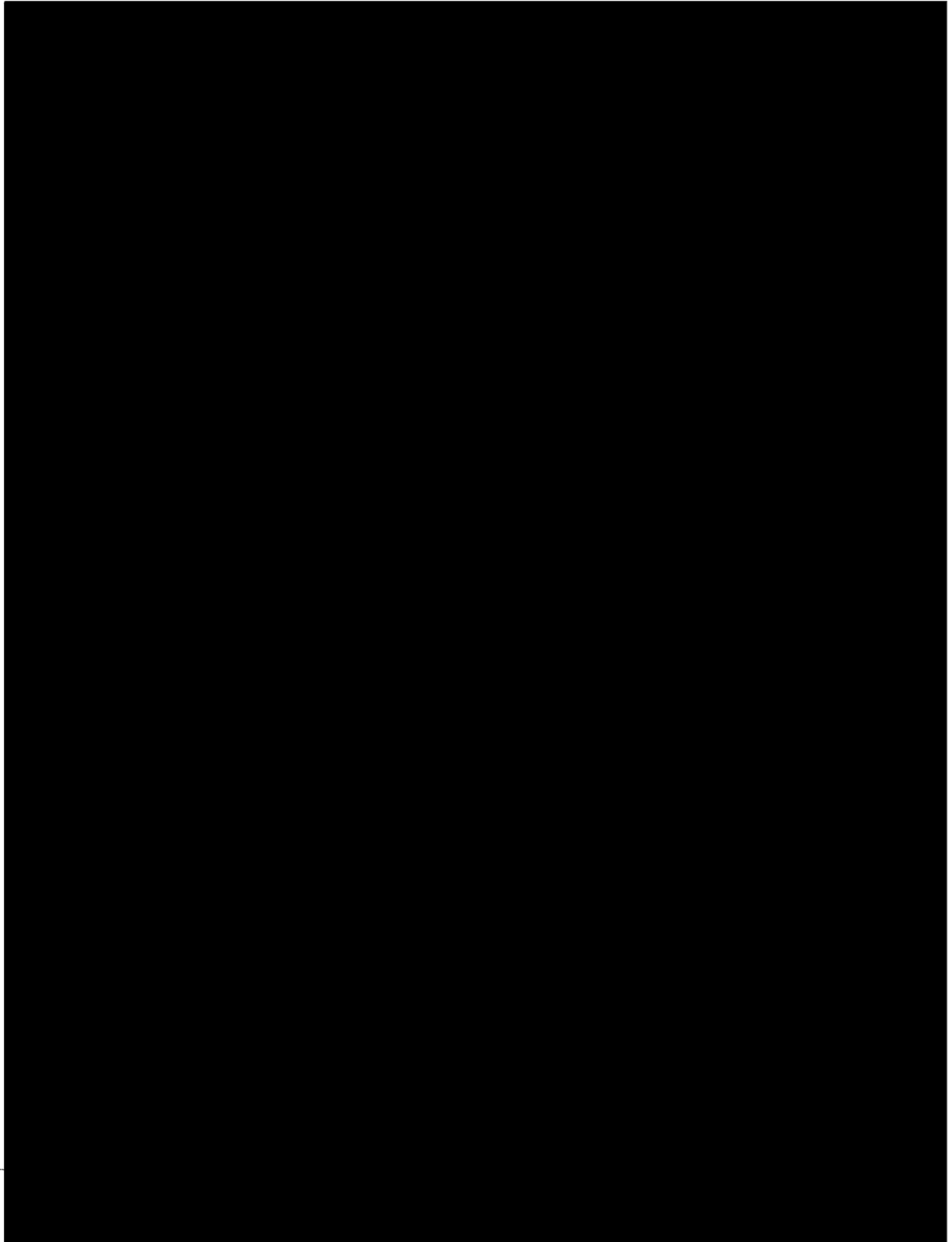
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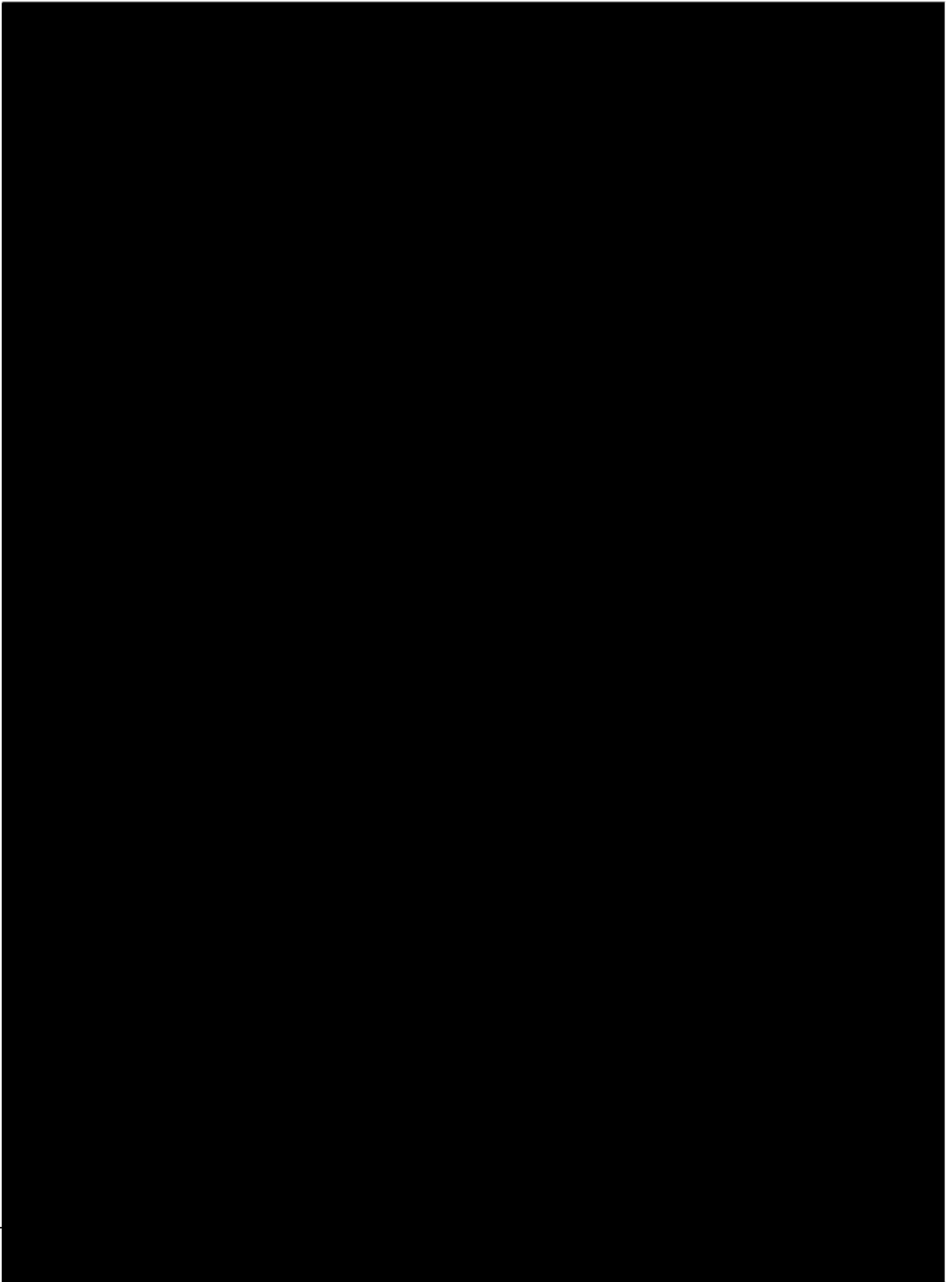
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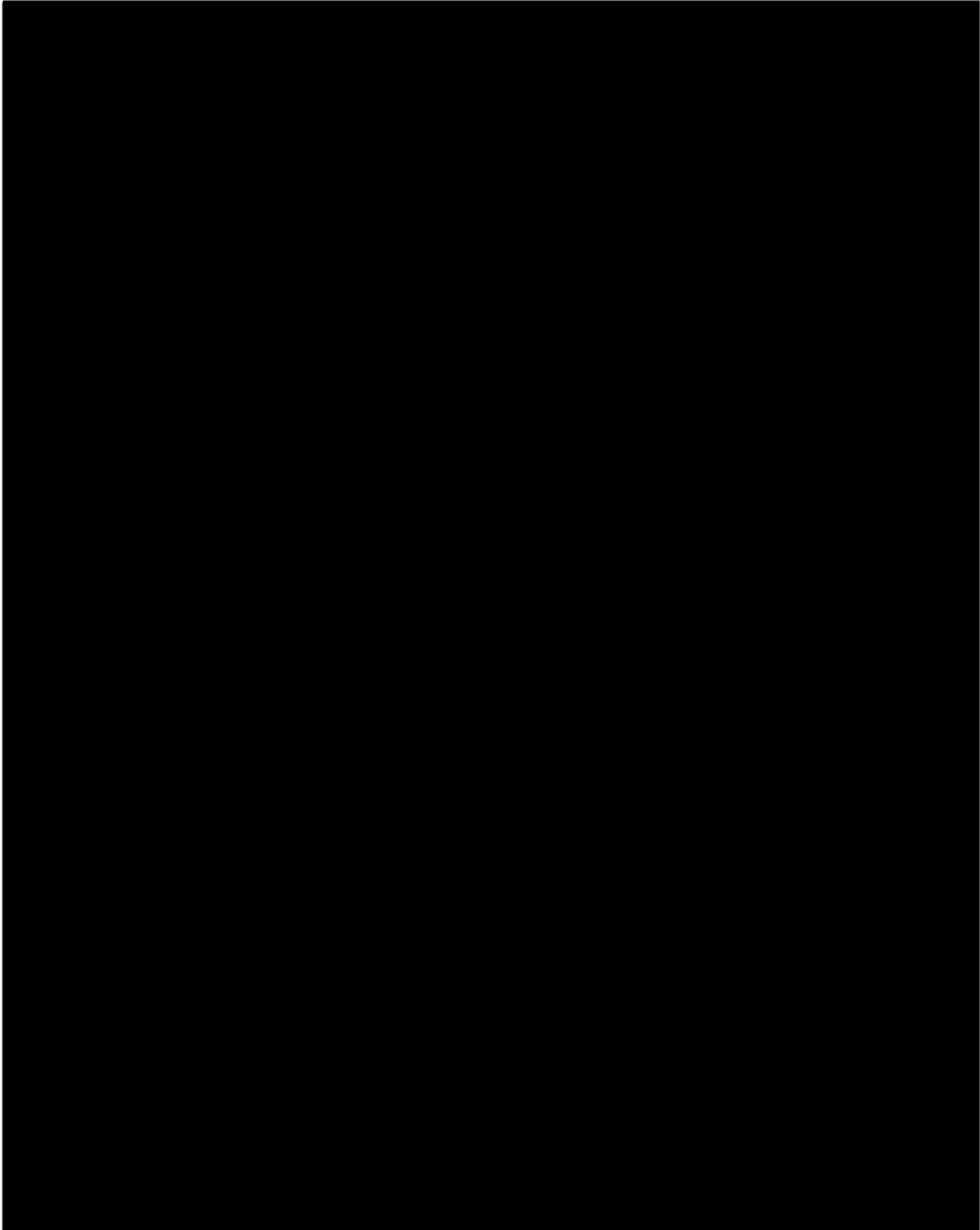
PEDRO J. CEVALLOS-CANAU, PhD, PE

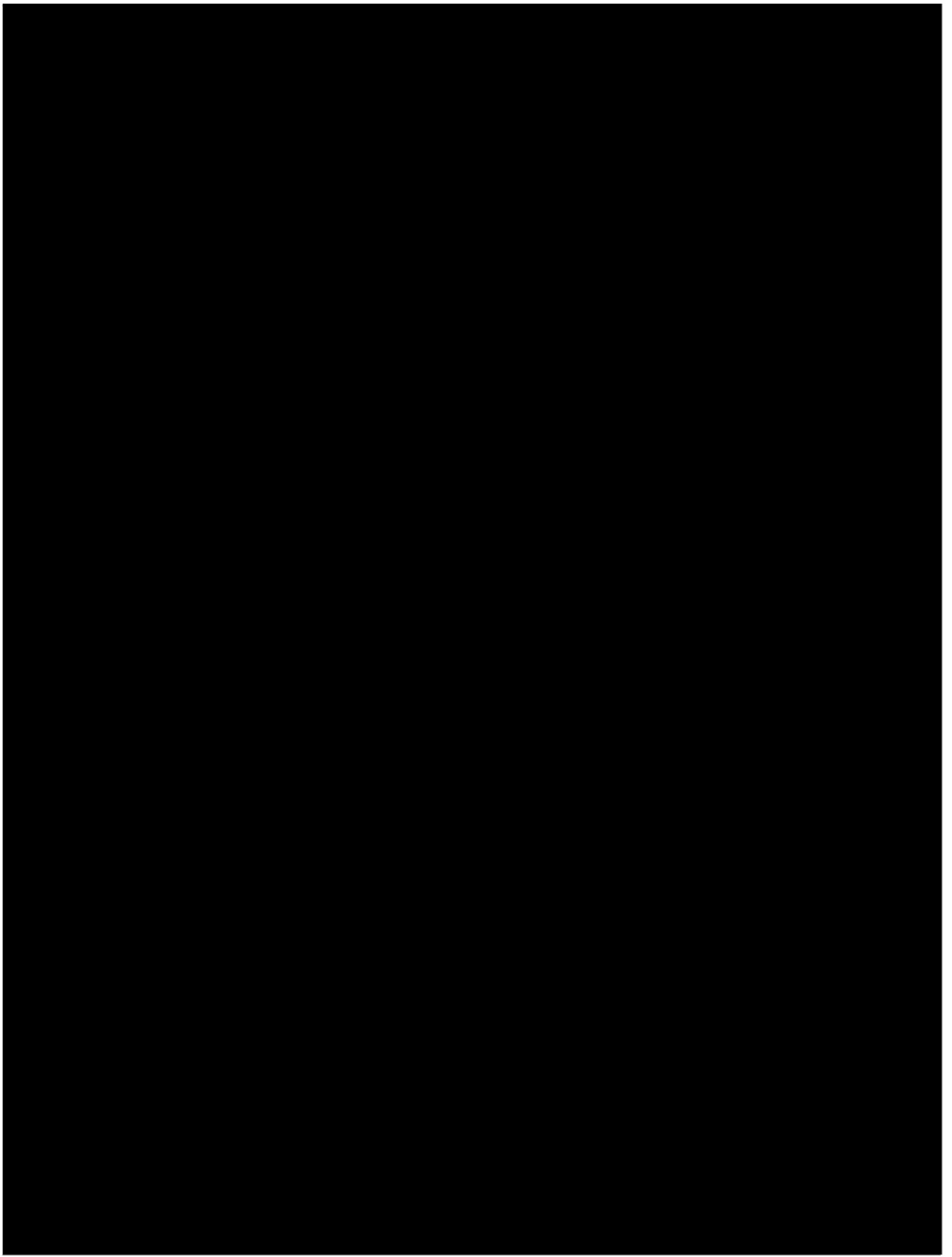






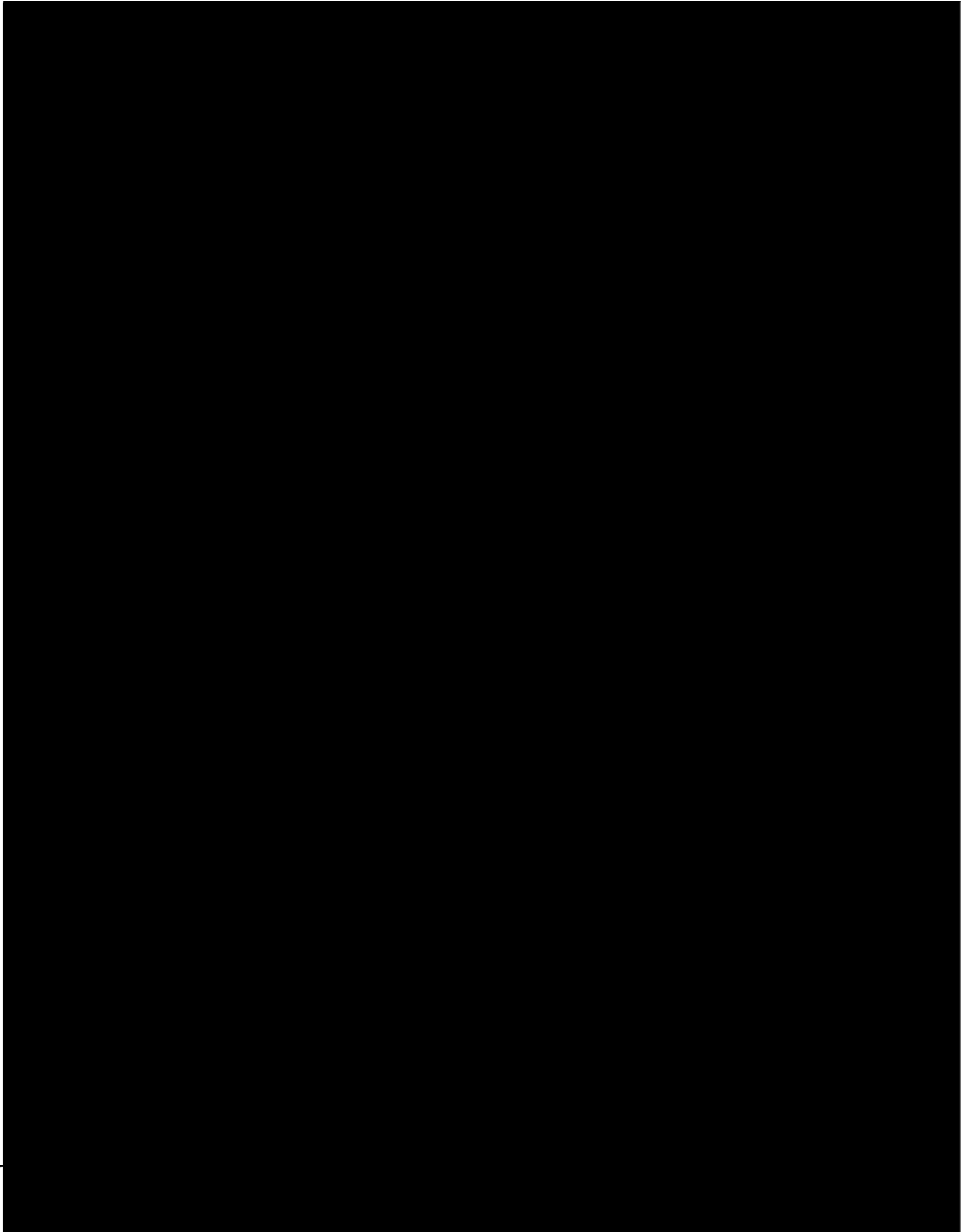
TED W. LACHUS, PE

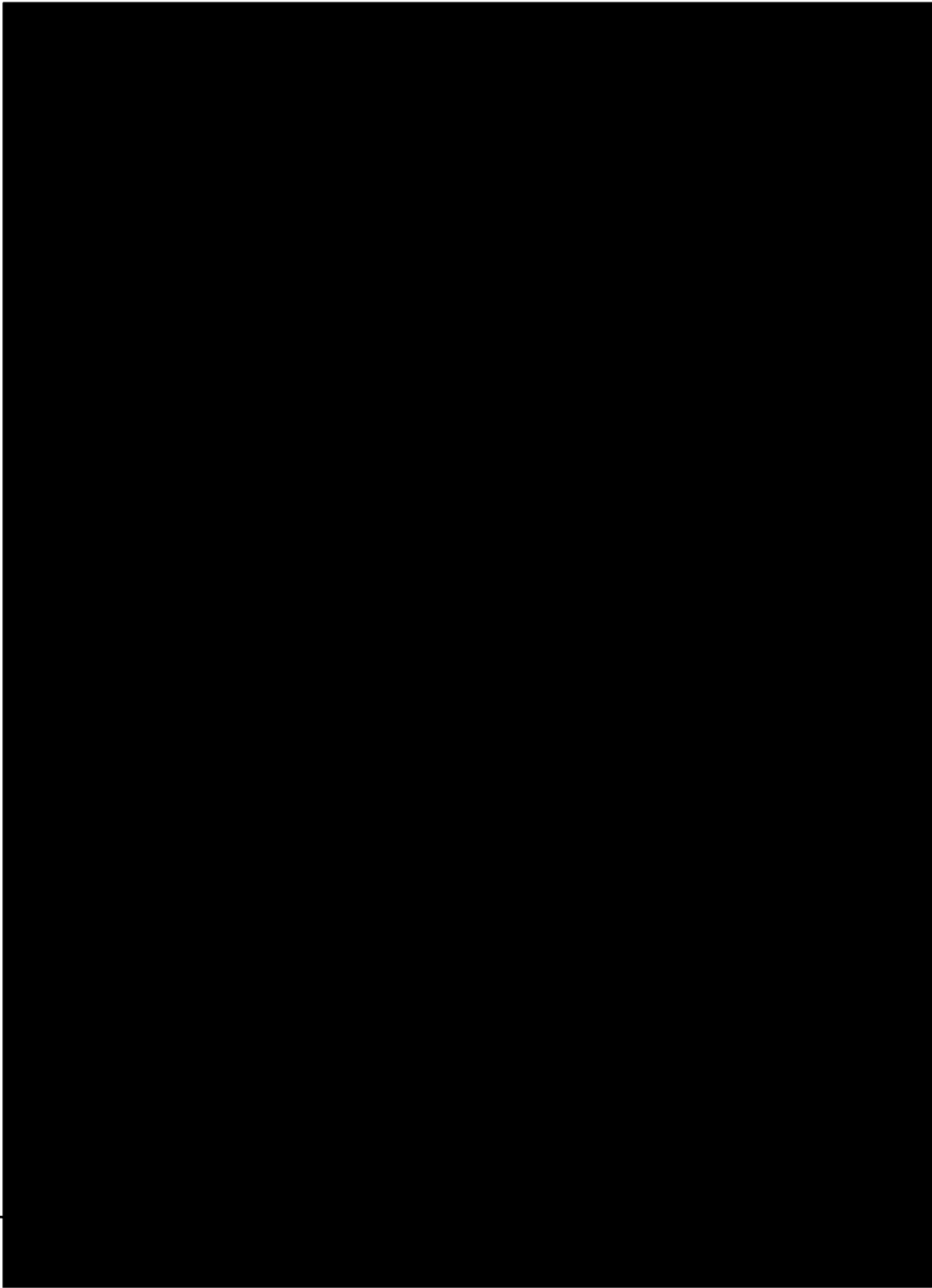


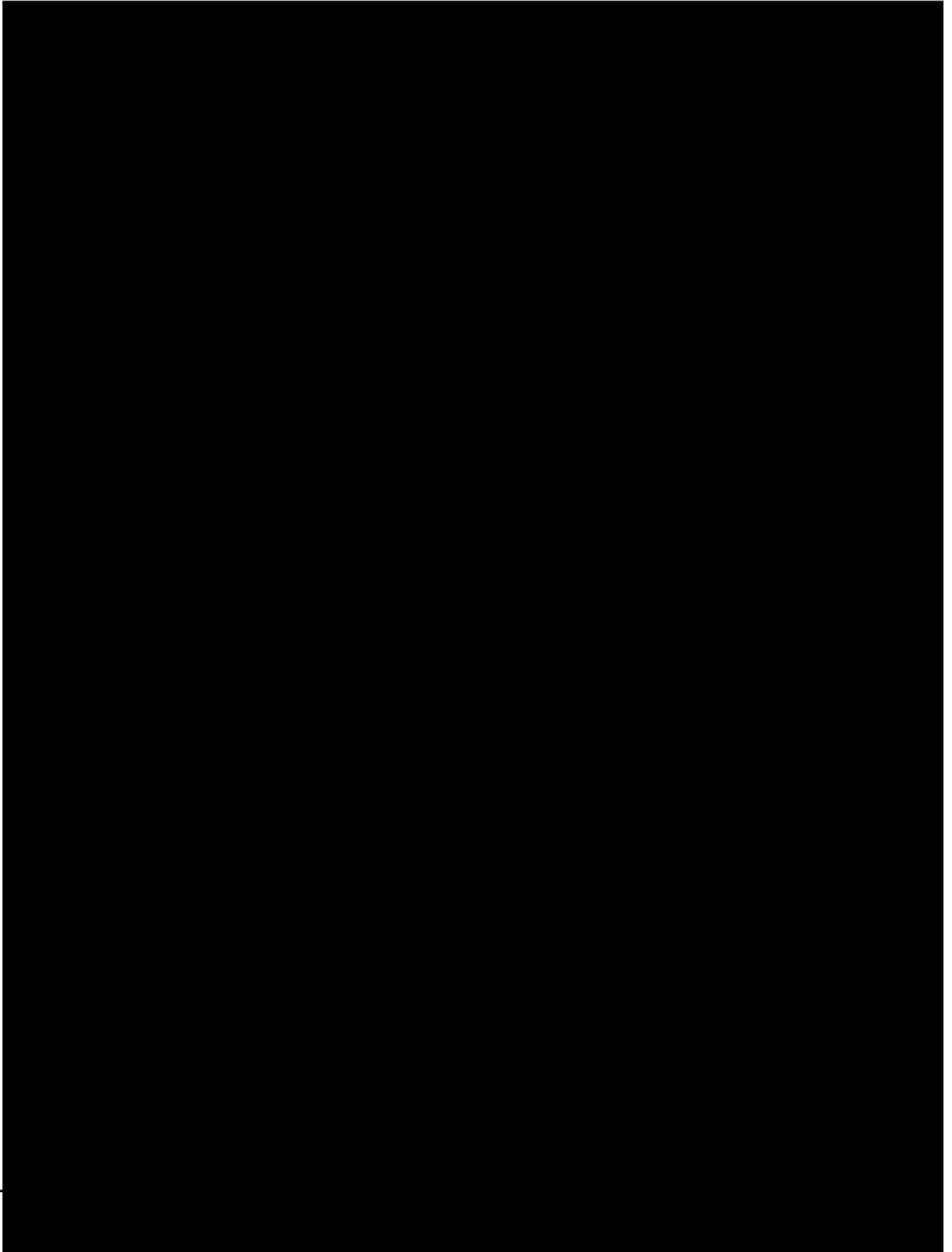


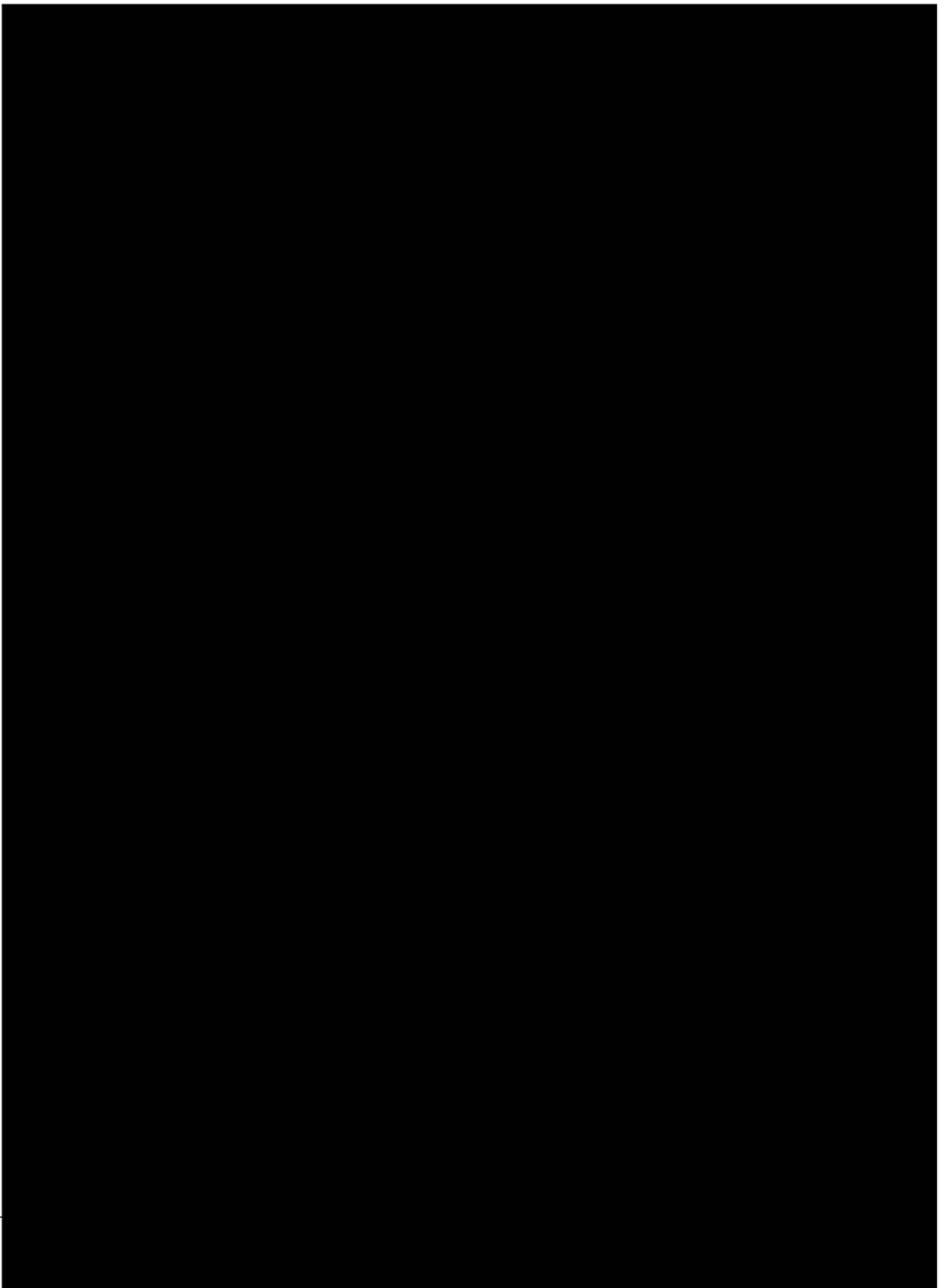


ROBERT J. DEMING, PE, LEED Green Associate





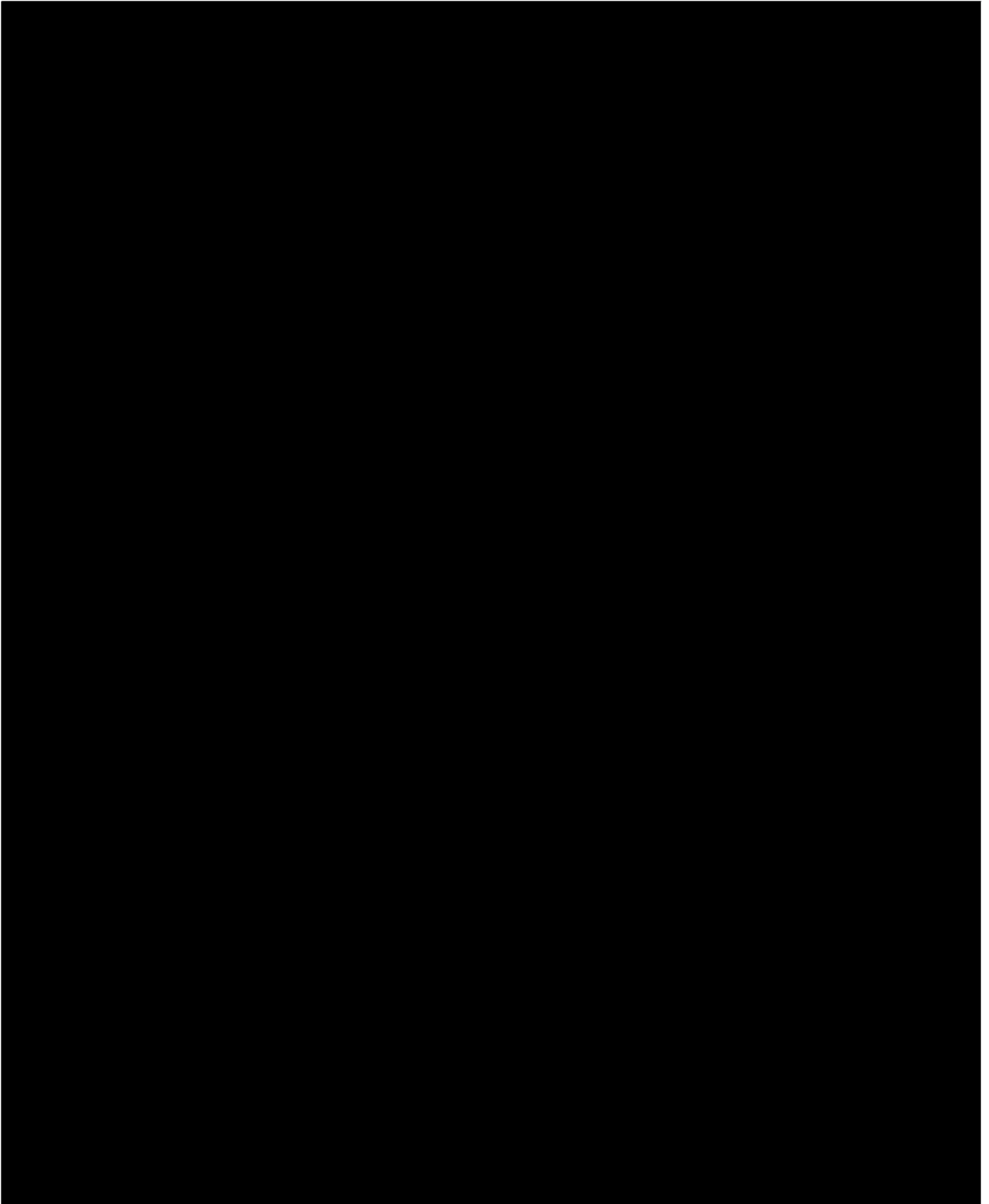


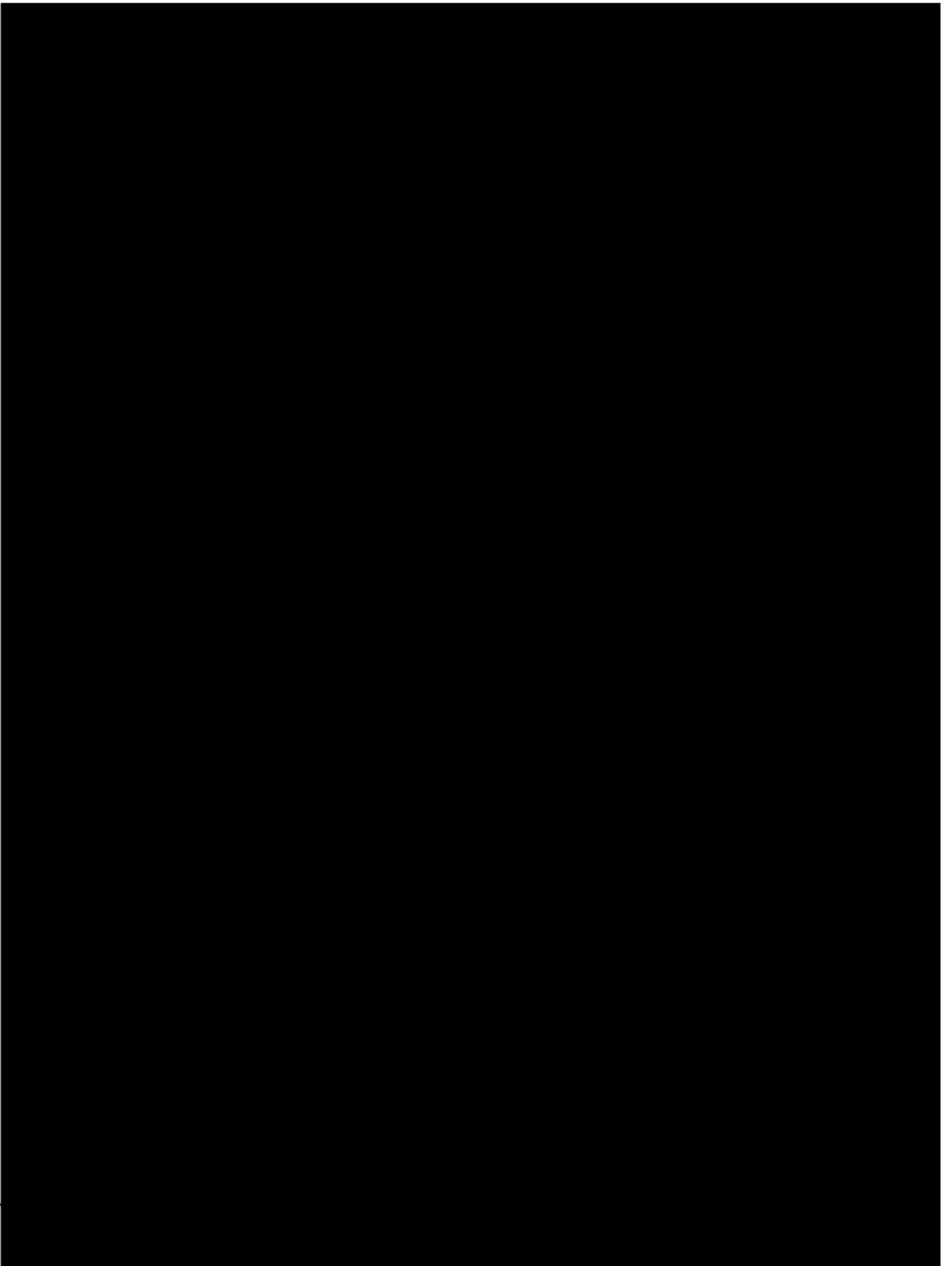






MARK M. JOHNSON, PE





## **EXHIBIT F**

**CONTRACT RR - 13 - 4151**

**Primera Engineers, Ltd.**

### **SCOPE OF SERVICES**

The scope of services includes work upon request systemwide on the Tollway. This work will encompass Phase II engineering services that are required for work tasks that may include preparation of contract plans and engineering studies and other technical services as directed by the Tollway.

**EXHIBIT "1"**

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**EXHIBIT G**

**CURRENT OBLIGATIONS FOR PROJECT  
Contract RR-13-4151**

**Primera Engineers, Ltd.**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
IDOT IL Rte. 22	Phase II Roadway Reconstruction & Widening Quentin Rd to IL 83	\$ 3,146,948	\$ 1,900,000	12/2014
ISTHA I-11-5633	I-90 Roadway Widen and Reconstruction US 20 to Elgin Plaza BCP JV	\$ 3,106,514	\$ 0	9/2013
ISTHA I-12-4049	I-90 CCM and CM Services Reconstruction & Widening on I-90 BCP JV (sub to Burns & Mac)	\$ 47,800	\$ 10,000	9/2014
ISTHA I-11-4014	Elgin-O'Hare Program Management Sub to CH2M Hill	\$ 3,186,636	\$ 2,190,000	5/2017
ISTHA I-11-4014	DUR Systemwide Primera-EJM JV	\$ 3,060,000	\$ 700,000	12/2014
IDOT IL Rte. 120	Phase II Roadway Bridge Rehabilitation	\$ 750,888	\$ 550,000	2/2015
IDOT Various	Phase I Various Sub to EJM	\$ 300,000	\$ 250,000	3/2015
IDOT Various	District 1 Bike/Ped Study	\$ 550,000	\$ 375,000	10/2018

**EXHIBIT "1"**

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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) <u>\$ -</u></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) <u>\$ -</u></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) <u>\$ -</u></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) <u>\$ -</u></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) <u>\$ -</u></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) <u>\$ -</u></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) <u>\$ -</u></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) <u>\$ -</u></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) <u>\$ -</u></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) <u>\$ -</u></p>

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

**EXHIBIT "1"**

**PAGE 109 OF 203**

Rev. 9/2013

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): Version 7

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

1	.....		
	Direct Labor	.....	
	Direct Costs	.....	
	Services by Others	.....	
	Additional Services **	.....	
	Total this Subcontractant (ULC)	\$	.....
2	.....		
	Direct Labor	.....	
	Direct Costs	.....	
	Services by Others	.....	
	Additional Services **	.....	
	Total this Subcontractant (ULC)	\$	.....
3	.....		
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subcontractant (ULC)	\$	.....
4	.....		
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subcontractant (ULC)	\$	.....
5	.....		
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subcontractant (ULC)	\$	.....

6	.....		
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subcontractant (ULC)	\$	.....
7	.....		
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subcontractant (ULC)	\$	.....
8	.....		
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subcontractant (ULC)	\$	.....
9	.....		
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subcontractant (ULC)	\$	.....
10	.....		
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subcontractant (ULC)	\$	.....

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

TOTAL Non-DBE/MBE/WBE Subcontractants: \$ .....  
 TOTAL Additional Services Non-DBE/MBE/WBE Subcontractants: \$ .....  
 TOTAL Allowable Fee Non-DBE/MBE/WBE Subcontractants: \$ .....

**EXHIBIT "1"**

# Contract Information Sheet

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

Consultant Name: Sanchez & Associates, P.C.

Contract Number: RR-13-4151

Proposal Date: 1/3/2014

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

EXHIBIT "1"  
PAGE III OF 203

Contract Number: RR-13-4151

Consultant: Sanchez & Associates, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												Grand Total Exhibit A Hours	TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Various Survey Services	130	130	130	130	130	130	130	130	130	130	130	130	130	1560	4,680
<b>TOTALS</b>	130	130	130	130	130	130	130	130	130	130	130	130	130	1560	

PAGE 12 OF 203  
EXHIBIT "F"



Contract Number: RR-13-4151

Consultant: Sanchez & Associates, P.C.

**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	
Various Survey Services	130	130	130	130	130	130	130	130	130	130	130	130	1560
TOTALS	130	130	130	130	130	130	130	130	130	130	130	130	1560

PAGE 113 OF 203

EXHIBIT "1"

Contract Number: RR-13-4151

Consultant: Sanchez & Associates, P.C.

**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	
Various Survey Services	130	130	130	130	130	130	130	130	130	130	126	126	1552
<b>TOTALS</b>	130	130	130	130	130	130	130	130	130	130	126	126	1552

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 EXHIBIT "1"

Contract Number: RR-13-4151

Consultant: Sanchez & Associates, P.C.

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	
Various Survey Services	4	4											8
<b>TOTALS</b>	4	4											8

PAGE 15 OF 203

EXHIBIT "1"

Contract No.: RR-13-4151

Consultant: Sanchez & Associates, P.C.

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR (without overtime)**

<u>4,680.00</u>	· X	<u>\$ 28.40</u>	=	TOTAL DIRECT SALARY	<u>\$ 132,912.00</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

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

<b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b>	<u>\$ 372,153.60</u>
---	----------------------

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	<u>\$17,846.40</u>
--------------------	--------------------

**C. SERVICES BY OTHERS**

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

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

TOTAL SERVICES BY OTHERS	<u>\$ -</u>
--------------------------	-------------

**D. ADDITIONAL SERVICES (Prime Consultant)**

(Requires prior authorization before use)

**ADDITIONAL SERVICES (Subconsultants)**

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

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES	<u>\$ -</u>
---------------------------	-------------

(Requires prior authorization before use)

**E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)**

<u>\$ 390,000.00</u>
----------------------

Contract No.: RR-13-4151

Consultant: Sanchez & Associates, P.C.

Date: 1/3/2014

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

CONTRACT TERM: 38 No. OF MONTHS  
 SCHEDULED START DATE: 1/3/2014  
 RAISE DATE: 1/1/2015  
 PERCENT OF RAISE: 3%

**ESCALATION PER YEAR Year 1 through 5**

1/3/2014 - 12/31/2014	1/1/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 2/28/2017	
Date Date	Date Date	Date Date	Date Date	Date Date
12.0	12.0	12.0	2.0	
38.0	38.0	38.0	38.0	38.0
31.58%	32.53%	33.50%	5.75%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
38.0	38.0	38.0	38.0	38.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 103.36%

EXHIBIT "1"  
PAGE 17 OF 203

Contract No.: RR-13-4151

Consultant: Sanchez & Associates, P.C.

Date: 1/3/2014

Escalation Factor: 103.36%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>							<b><u>DIRECT COST OVERTIME PREMIUM</u></b>	
Total Estimated Work Hours: <u>4,680.00</u> Average Hourly Rate: <u>\$28.40</u> Total Direct Labor: <u>\$132,912.00</u>							Total Estimated O/T Hours: _____ Average Premium O/T Hourly Rate: _____ Total Overtime Premium: _____	
Classification Eligible for Premium Overtime?	Classification	Current MINIMUM Hourly Rate for Classification	Current MAXIMUM Hourly Rate for Classification (See Note A to Right)	Average Hourly Rate for Classification (See Note B to Right)	Escalated Average Hourly Rate for Classification (See Note C to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note D to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note E to Right)
No	Principal	\$59.77	\$67.53	\$63.65	\$65.79	150.00		
No	Survey Manager	\$43.53	\$49.17	\$46.35	\$47.91	340.00		
Yes	Survey Crew Chief II	\$29.89	\$33.77	\$31.83	\$32.90	640.00		
Yes	Survey Crew Chief I	\$27.08	\$30.60	\$28.84	\$29.81	640.00		
Yes	Survey Instrument Person II	\$19.35	\$21.85	\$20.60	\$21.29	960.00		
Yes	Survey Instrument Person I	\$16.00	\$19.34	\$17.67	\$18.26	320.00		
Yes	Survey Technician	\$23.21	\$26.23	\$24.72	\$25.55	310.00		
Yes	CADD Technician II	\$24.07	\$27.19	\$25.63	\$26.49	640.00		
Yes	CADD Technician I	\$20.60	\$24.06	\$22.33	\$23.08	640.00		
No	Office Administration	\$14.36	\$19.12	\$16.74	\$17.30	40.00		

EXHIBIT "1"  
 PAGE 18 OF 203

Contract No.: RR-13-4151

Consultant: Sanchez & Associates, P.C.

Date: 1/3/2014

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

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
Principal	Sanchez, Gerardo P.		
Survey Manager	Grosser, Donald G.		
Survey Crew Chief II	Sanchez, Dario		
Survey Crew Chief I	McGuire, Bradford, S. Leciejewski, Michael L.		
Survey Instrument Person II	Manzo, Jose M. Gaitan, Enrique S. Sanchez, Mauricio		
Survey Instrument Person I	Grosser, Aaron JW		
Survey Technician	Sanchez, Gerardo M.		
CADD Technician II	Gwizdak, Walter J.		
CADD Technician I	Perez, Michael A. Valencia, Gildardo		
Office Administration	Bolanos, Araceli Sanchez, Maria, J.		

**EXHIBIT "1"**

Contract No.: RR-13-4151 Consultant: Sanchez & Associates, P.C.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

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

B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/36206/LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_08012008.PDF](http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF)

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

**DIRECT COST CATEGORY**


**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 17,846.40**



## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## **ALLOWABLE DIRECT COSTS**

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

# ALLOWABLE DIRECT COSTS

## Construction Inspection

### Construction Inspection Communications:

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

### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

### NOTES:

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

Contract No.: RR-13-4151

Consultant: Sanchez & Associates, P.C.

**EXHIBIT E - KEY PROJECT PERSONNEL**

Principal: Sanchez, Gerardo P.

Survey Manager: Grosser, Donald G.

Survey Crew Chief II Sanchez, Dario

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

Documentation Engineer: \_\_\_\_\_

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

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

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

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

Others: Name: Gwizdak, Walter J.

Classification: CADD Technician II

Name: Sanchez, Gerardo M.

Classification: Survey Technician

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

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

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

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

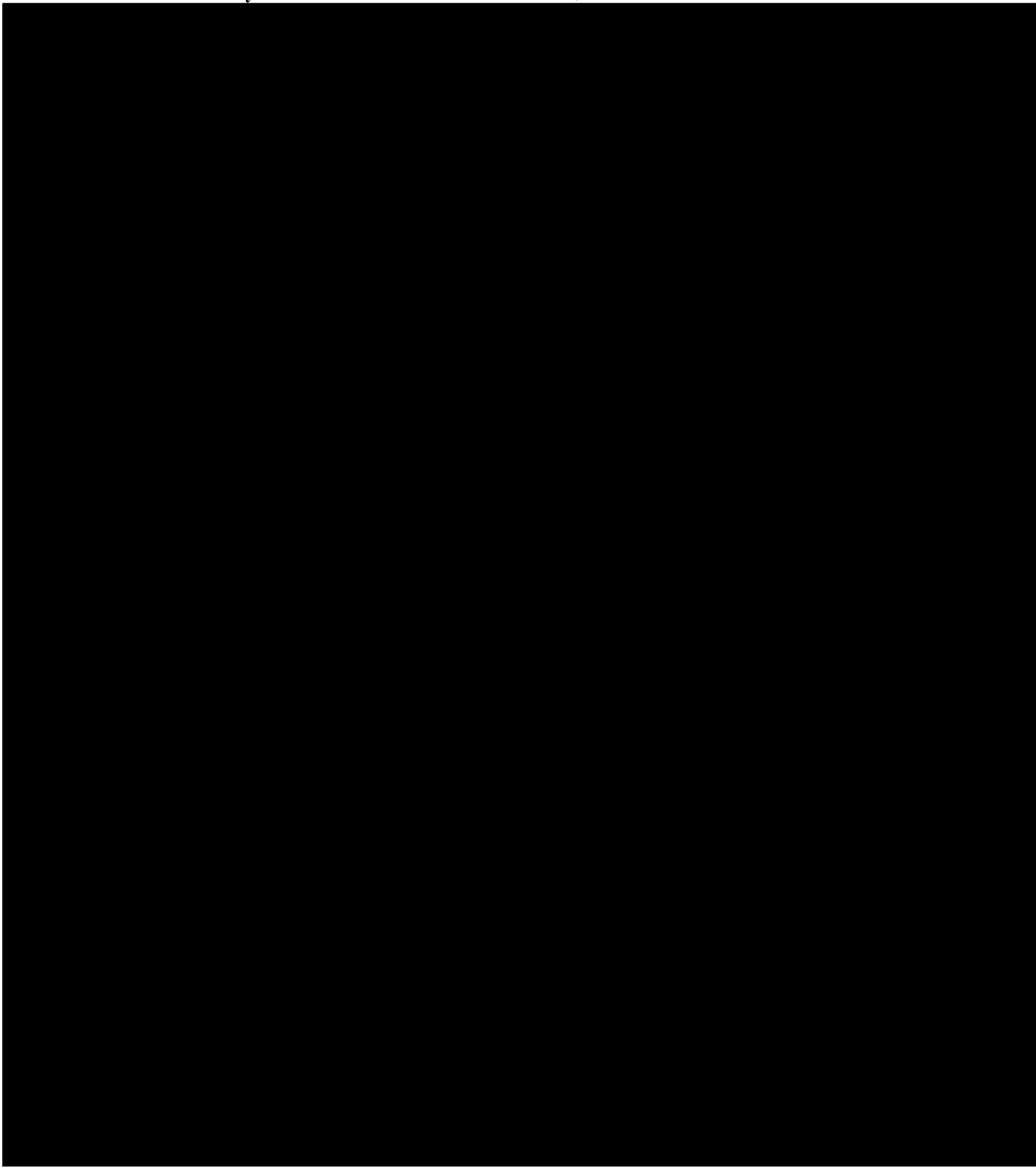
**SANCHEZ & ASSOCIATES, P.C.**  
**Land Surveyors**

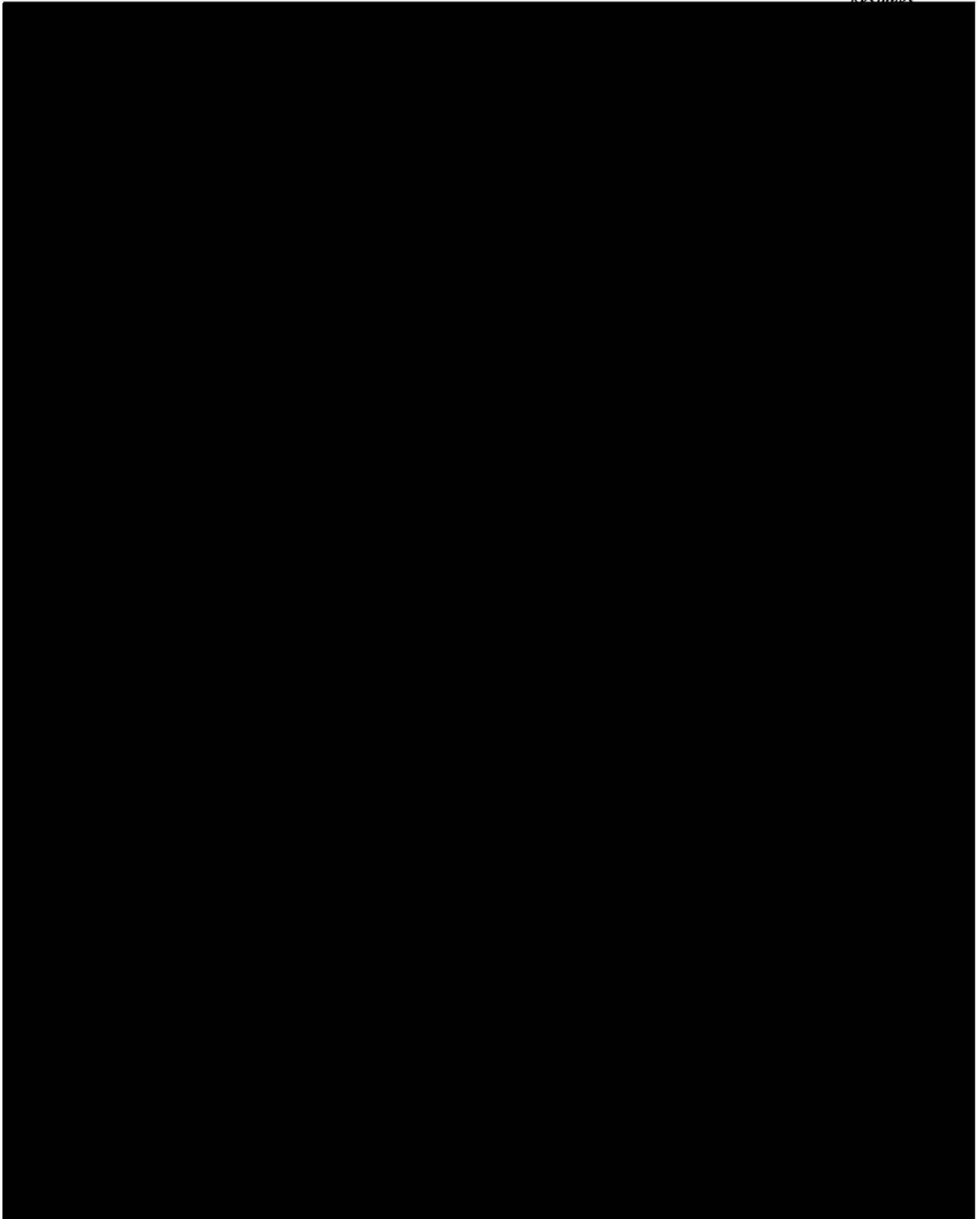
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*Résumés*

**Gerardo P. Sanchez**  
**Professional Land Surveyor**

**Background:**





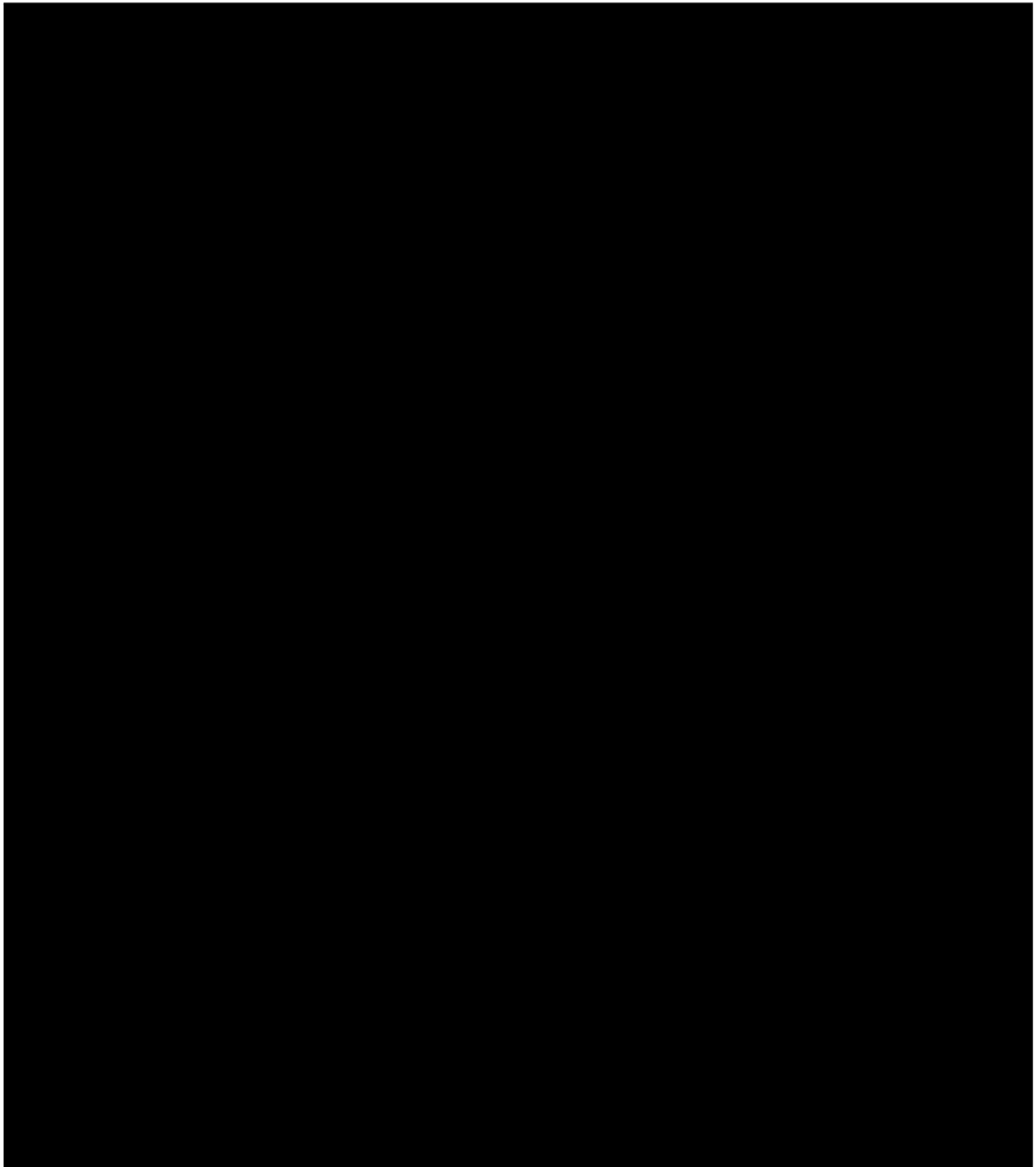
**SANCHEZ & ASSOCIATES, P.C.**  
**Land Surveyors**

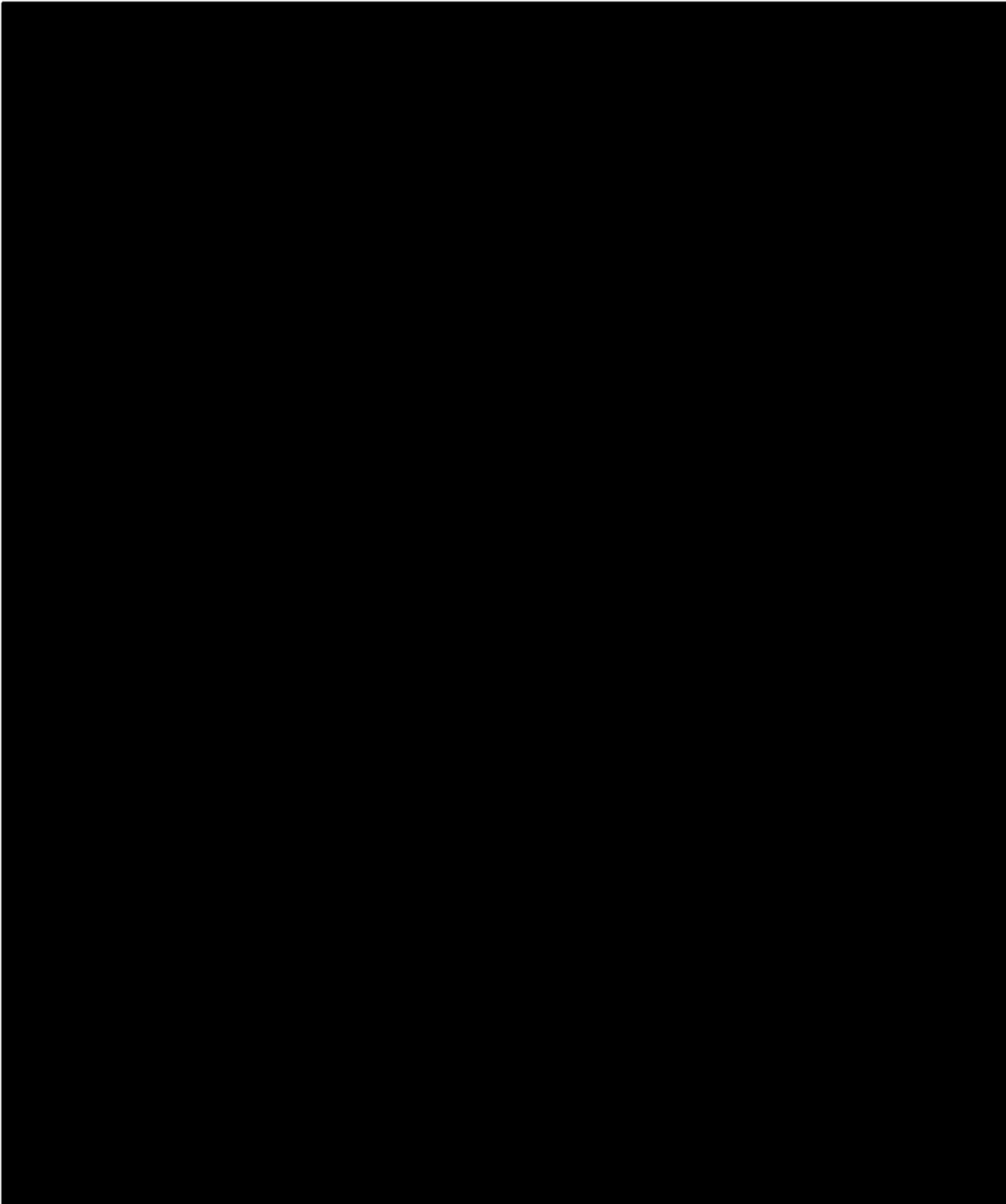
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*Résumés*

**Donald G. Groesser**  
**Professional Land Surveyor**

**Background:**

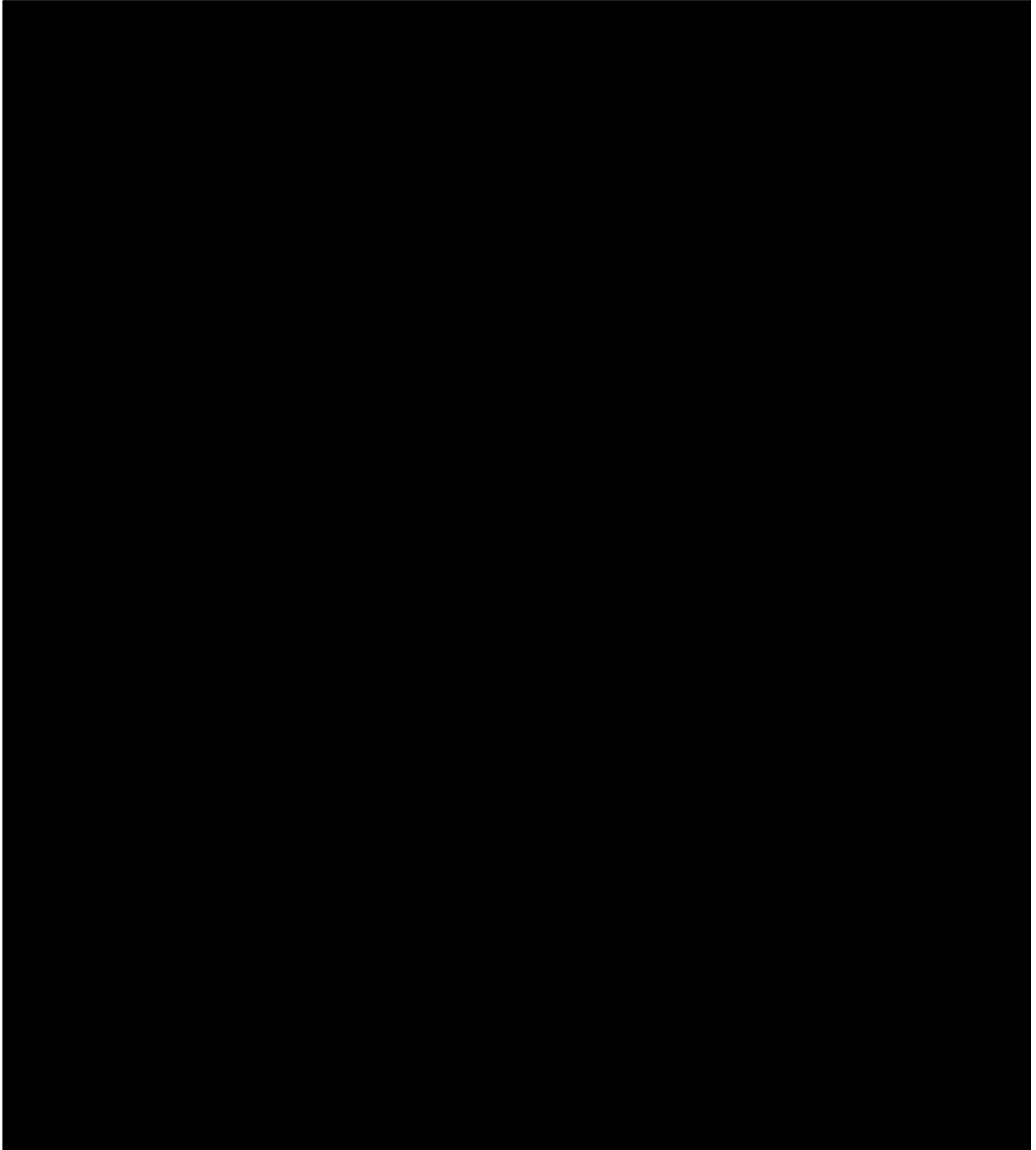






**Dario Sanchez**  
Project Surveyor

**Background:**



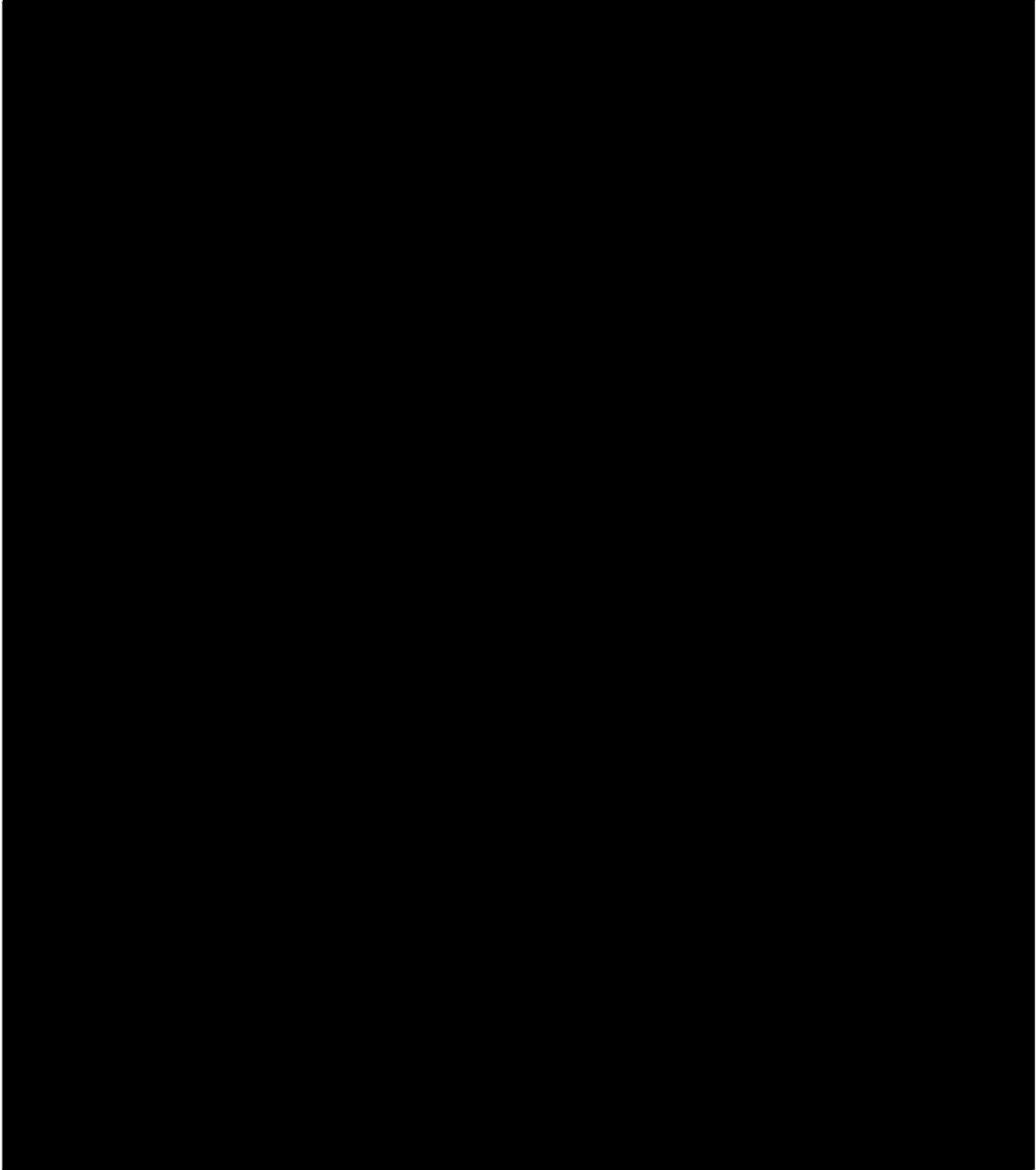
**SANCHEZ & ASSOCIATES, P.C.**  
***Land Surveyors***

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*Résumés*

**Walter Gwizdak**  
CADD Technician I

**Background:**



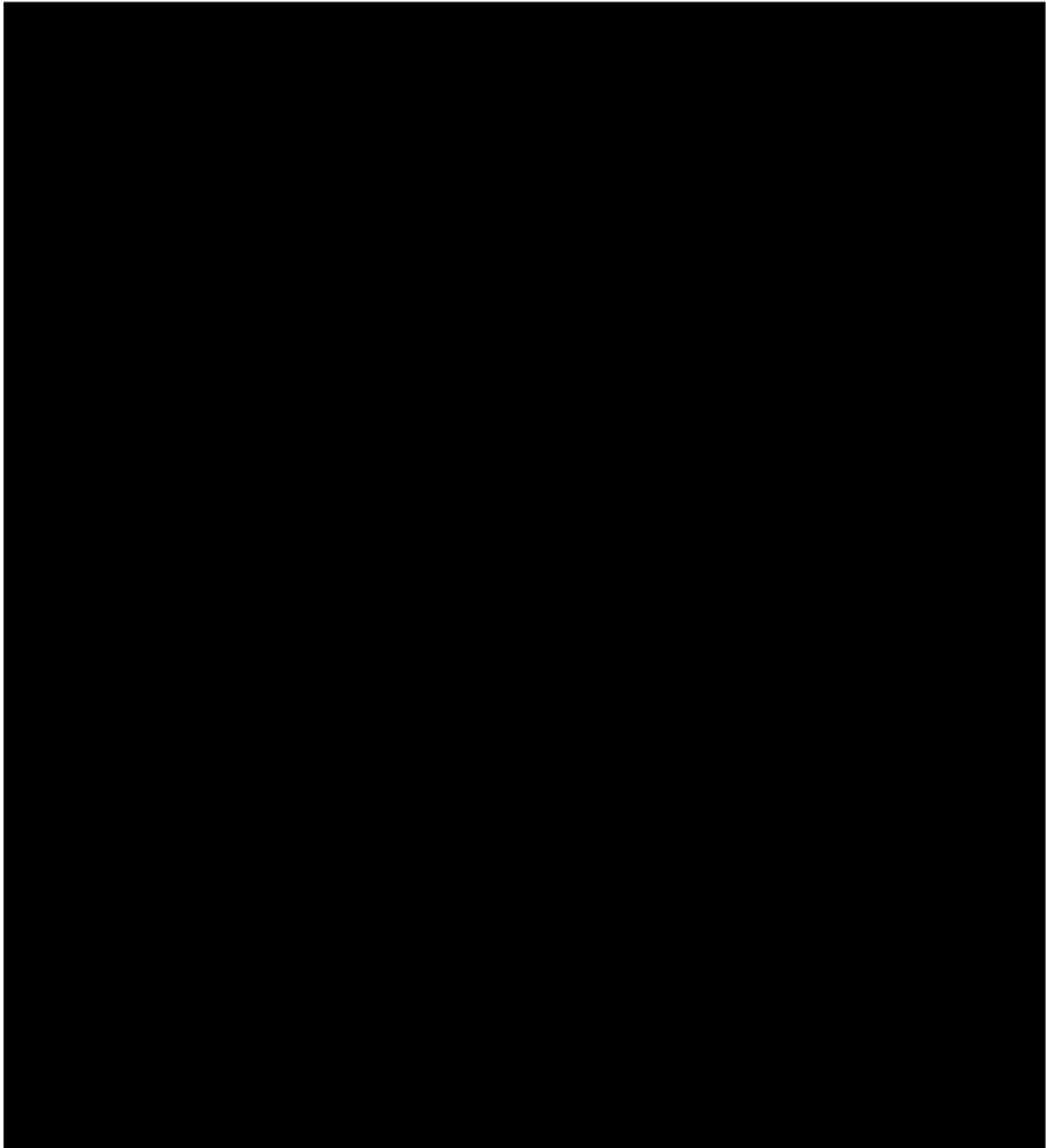
***SANCHEZ & ASSOCIATES, P.C.***  
***Land Surveyors***

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*Résumés*

**Gerardo M. Sanchez**  
Survey Technician/CAD  
Drafter

**Background:**



# **EXHIBIT F**

CONTRACT RR-13-4151

Sanchez & Associates, P.C.

## **SCOPE OF SERVICES**

**Reference:** Scope of Work – RR-13-4151 System Wide  
Various Survey Tasks in support of the Design Upon Request, On-Call as needed.  
Phase II Engineering Services

### **Scope of Services**

The scope of services includes survey work upon request assignments for the Design Upon Request. On-call and as needed. Phase II Engineering Services.

These work assignments will encompass Phase II, Engineering Services that are required for work tasks that may include the following tasks:

1. Set Horizontal and Vertical Control
2. Topographic Survey
3. Drafting of CADD drawings
4. DTM determination
5. Other tasks as requested by client.

**EXHIBIT G**

**CONTRACT RR - 13 - 4151**

**Sanchez & Associates, P.C.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-90 Tollway I-11-4015	Survey services as sub-consultant to Parsons Brinckerhoff	654,988.80	4,500.00	04/2015
I-294 I-11-5629	Survey services as sub-consultant to CivCon Services	50,948	750.00	02/2014
Various RR-12-4083	Design Upon Request sub-consultant to Primera Engineers, Ltd	300,000	218,000	12/2015
I-90 Retaining Wall I-13-4103	I-90 Retaining Walls I-53 to Kennedy Expwy	115,656.60	110,000.00	12/2015
Various RR-13-4118	Design Upon Request sub-consultant to Bloom Consultants, Ltd	200,000.00	120,000.00	12/2015
Elgin O'Hare West Access – Meacham/Rowhling I-13-4611	Construction Management sub-consultant to Collins Engineering	143,310.40	143,310.40	12/2015
Various IDOT Distric 1	Various Survey – District One Illinois Department of Transportation	500,000	225,000	12/2014

**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**

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

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

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

**EXHIBIT "1"**

**PAGE 134 OF 203**  
Rev. 9/2013

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

<p>1</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	_____		Direct Costs	_____		Services by Others	_____		Additional Services **	_____		Total this Subconsultant (ULC)	\$ _____	-	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
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\*\* Additional services funds require prior authorization before use

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

**EXHIBIT "1"**

# Contract Information Sheet

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

Consultant Name: Huff & Huff, Inc.

Contract Number: RR-13-4151

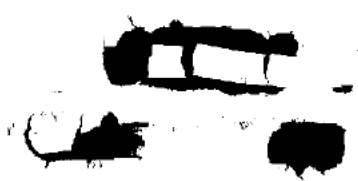
Proposal Date: 1/3/2014

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

**EXHIBIT "1"**  
**PAGE 136 OF 203**





Contract Number: RR-13-4151

Consultant: Huff & Huff, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	1,044
MONTHS of YEAR 2014													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
DUR, Systemwide	14	20	30	30	30	30	30	30	30	30	30	20	324	
<b>TOTALS</b>	14	20	30	30	30	30	30	30	30	30	30	20	324	

PAGE 137 OF 203

EXHIBIT 01

Contract Number: RR-13-4151

Consultant: Huff & Huff, 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	
DUR, Systemwide	30	30	30	30	30	30	30	30	30	30	30	20	350
<b>TOTALS</b>	30	30	30	30	30	30	30	30	30	30	30	20	350

Contract Number: RR-13-4151

Consultant: Huff & Huff, 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	
DUR, Systemwide	30	30	30	30	30	30	30	30	30	30	30	20	350
TOTALS	30	30	30	30	30	30	30	30	30	30	30	20	350

PAGE 139 OF 203

EXHIBIT 01

Contract Number: RR-13-4151

Consultant: Huff & Huff, 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	
DUR, Systemwide	10	10											20
TOTALS	10	10											20

PAGE 140 OF 203  
**EXHIBIT A**

Contract No.: RR-13-4151

Consultant: Huff & Huff, Inc.

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR** (without overtime)

$$\frac{1,044.00}{\text{(Total Work Hours from Exhibit C-2)}} \times \$ \frac{35.89}{\text{(Average Hourly Rate from Exhibit C-2)}} = \text{TOTAL DIRECT SALARY } \$ \underline{37,469.16}$$

Multiplier to be used on this project:

2.80

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

$$\text{DIRECT REGULAR SALARY TIMES MULTIPLIER } \$ \underline{104,913.65}$$

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

$$\text{TOTAL DIRECT COSTS } \$ \underline{25,086.35}$$

**C. SERVICES BY OTHERS**

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

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

$$\text{TOTAL SERVICES BY OTHERS } \$ \underline{-}$$

**D. ADDITIONAL SERVICES** (Prime Consultant)

\_\_\_\_\_  
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

\$ \_\_\_\_\_  
(Requires prior authorization before use)

$$\text{TOTAL ADDITIONAL SERVICES } \$ \underline{-}$$

(Requires prior authorization before use)

**E. MAXIMUM ALLOWABLE FEE** (Upper Limit of Compensation)

\$ 130,000.00

Contract No.: RR-13-4151

Consultant: Huff & Huff, Inc.

Date: 01/03/14

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

CONTRACT TERM: 38 No. OF MONTHS  
 SCHEDULED START DATE: 01/03/14  
 RAISE DATE: 01/01/15  
 PERCENT OF RAISE: 3%

**ESCALATION PER YEAR Year 1 through 5**

1/3/2014 - 12/31/2014	1/1/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 2/28/2017	
Date Date	Date Date	Date Date	Date Date	Date Date
12.0	12.0	12.0	2.0	
38.0	38.0	38.0	38.0	38.0
31.58%	32.53%	33.50%	5.75%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
38.0	38.0	38.0	38.0	38.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 103.36%

PAGE 142 OF 203  
EXHIBIT 01

Contract No.: RR-13-4151

Consultant: Huff & Huff, Inc.

Date: 01/03/14

Escalation Factor: 103.36%

(From Exhibit C-1)

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

**DIRECT COST OVERTIME PREMIUM**

Total Estimated Work Hours: 1,044.00

Average Hourly Rate: \$35.89

Total Direct Labor \$37,489.18

Total Estimated O/T Hours:

Average Premium O/T Hourly Rate:

Total Overtime Premium:

Classification Eligible for Premium Overtime?	Classification	Current MINIMUM Hourly Rate for Classification	Current MAXIMUM Hourly Rate for Classification (See Note A to Right)	Average Hourly Rate for Classification (See Note B to Right)	Escalated Average Hourly Rate for Classification (See Note C to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note D to Right)	Estimated Overtime Hours (Overtime Hours Only)
No	Principal	\$68.00	\$70.00	\$68.00	\$70.00	80.00		
No	Senior Project Manager	\$46.00	\$70.00	\$58.00	\$59.95			
No	Senior Transportation Planner	\$29.00	\$51.00	\$40.00	\$41.34	160.00		
No	Senior Engineer II	\$28.00	\$46.00	\$37.00	\$38.24	16.00		
No	Senior Engineer I	\$28.00	\$46.00	\$37.00	\$38.24	20.00		
No	Senior Scientist IV	\$36.00	\$60.00	\$48.00	\$49.61			
No	Senior Scientist III	\$28.00	\$46.00	\$38.00	\$39.28	160.00		
No	Senior Scientist II	\$23.00	\$37.00	\$30.00	\$31.01	160.00		
No	Senior Geologist I	\$25.00	\$47.00	\$36.00	\$37.21	24.00		
No	Project Engineer II	\$26.00	\$44.00	\$35.00	\$36.18			
No	Project Engineer I	\$19.00	\$37.00	\$28.00	\$28.94	180.00		
No	Project Scientist I	\$14.00	\$28.00	\$21.00	\$21.71	100.00		
No	Project Geologist I	\$14.00	\$26.00	\$20.00	\$20.67	24.00		
No	Staff Planner	\$22.00	\$34.00	\$28.00	\$28.94			
No	Senior CADD I	\$30.00	\$48.00	\$39.00	\$40.31	40.00		
No	CADD II	\$20.00	\$36.00	\$28.00	\$28.94	20.00		
Yes	CADD I	\$12.00	\$24.00	\$18.00	\$18.60	20.00		
No	Administrative Manager I	\$25.00	\$43.00	\$34.00	\$35.14	40.00		
Yes	Administrative IV	\$16.00	\$30.00	\$23.00	\$23.77	20.00		
Yes	Administrative II	\$16.00	\$26.00	\$21.00	\$21.71			

Contract No.: RR-13-4151

Consultant: Huff & Huff, Inc.

Date: 01/03/14

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

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
Principal	Huff, James E., P.E.	Administrative Manager I	Markley, Robyn S.
Principal	Huff, Linda L., P.E.	Administrative Manager I	Wunderlich, Maureen T.
Senior Project Manager	Harmon, Jane L.	Administrative IV	Troesch, Sandra M. (Sandy)
Senior Transportation Planner	Bents, Jamie T.	Administrative II	DiMaggio, Laura A.
Senior Transportation Planner	Ray, Richard O.	Administrative II	Eilert, Aileen C.
Senior Engineer II	Eisele, John H., P.E.		
Senior Engineer I	Panatera, Margaret A., P.E.		
Senior Scientist IV	Novak, James C. (Jim)		
Senior Scientist III	Klocek, Roger A.		
Senior Scientist III	Kluenenberg, Alycia A.		
Senior Scientist III	Trzupek, Gerry R.		
Senior Scientist II	Markowitz, Evan J.		
Senior Scientist II	Reich, Lailah R.		
Senior Geologist I	Cuplin, Shane A., P.G.		
Senior Geologist I	Reynolds, Jeremy J., P.G.		
Project Engineer II	Birt, Lindsay N., Ph.D.		
Project Engineer II	Carstensen, Darryl P., P.E.		
Project Engineer II	Kelly, Timothy M., P.E.		
Project Engineer I	Connolly, Jill M.		
Project Engineer I	St. Clair, Ross A.		
Project Engineer I	Stein, Eric D., EIT		
Project Scientist I	Kocourek, Erin C.		
Project Scientist I	Pisula, Nikki L.		
Project Scientist I	Walsh, Kevin		
Project Geologist I	Sturnfield, Emily L.		
Project Associate	Huff, Timothy G.		
Senior CADD I	Greving, Darren M.		
CADD II	Chavez, Horacio		
CADD I	Minser, John A.		



**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/36206/LG\\_TO\\_LLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_08012008.PDF](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**

Records Search

Aerials / Maps

Driller & Traffic Control

Field Kit & Supplies

**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)     \$ 25,086.35**

## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## **ALLOWABLE DIRECT COSTS**

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

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

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

#### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

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

Contract No.: RR-13-4151

Consultant: Huff & Huff, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

Project Principal: Huff, Linda L., P.E.

Project Manager: Ray, Richard O.

Project Engineer: Kelly, Timothy M. P.E.

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

Documentation Engineer: \_\_\_\_\_

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

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

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

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

Others: Name: Kluenenberg, Alycia A.

Classification: Senior Scientist III

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

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

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

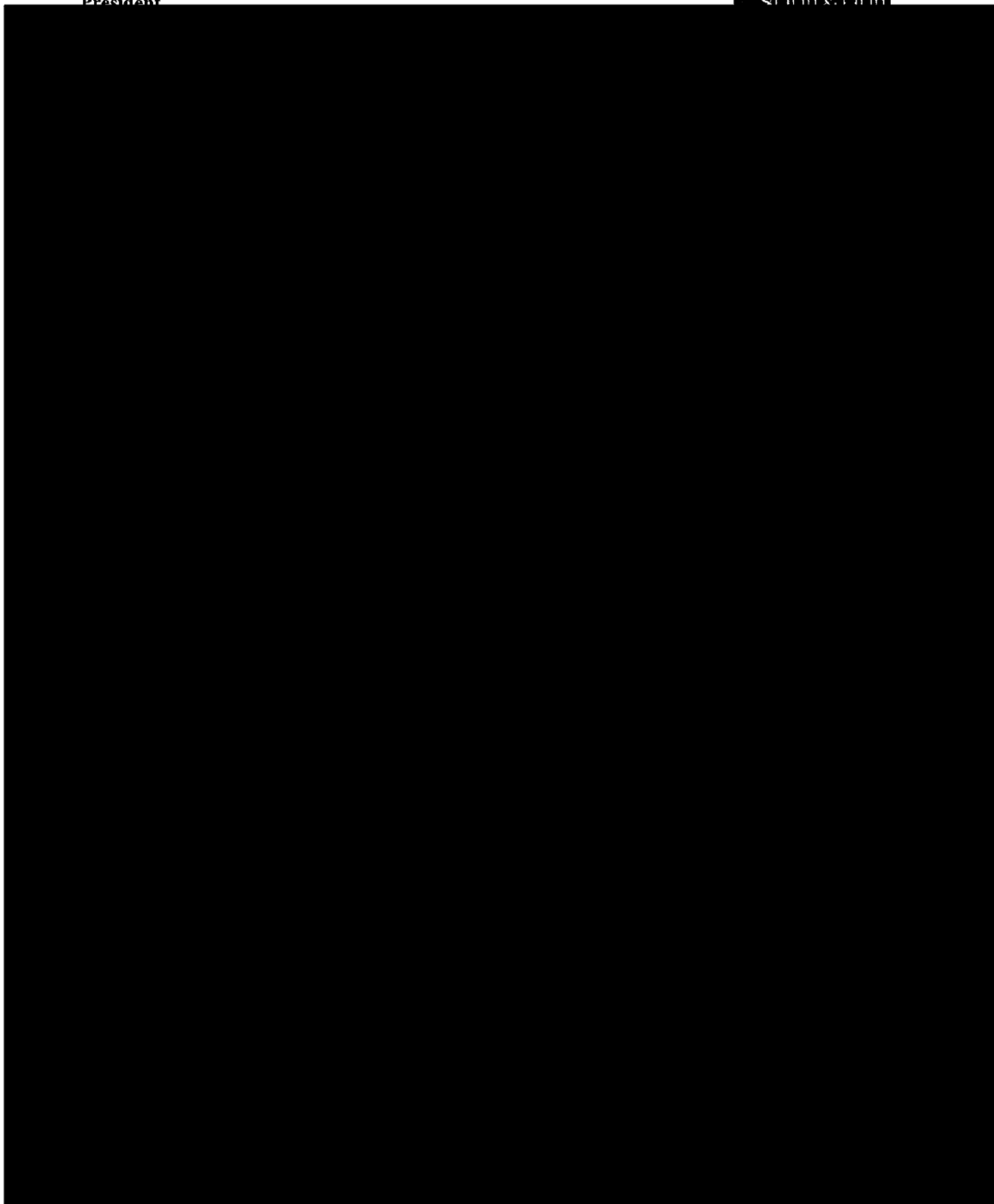
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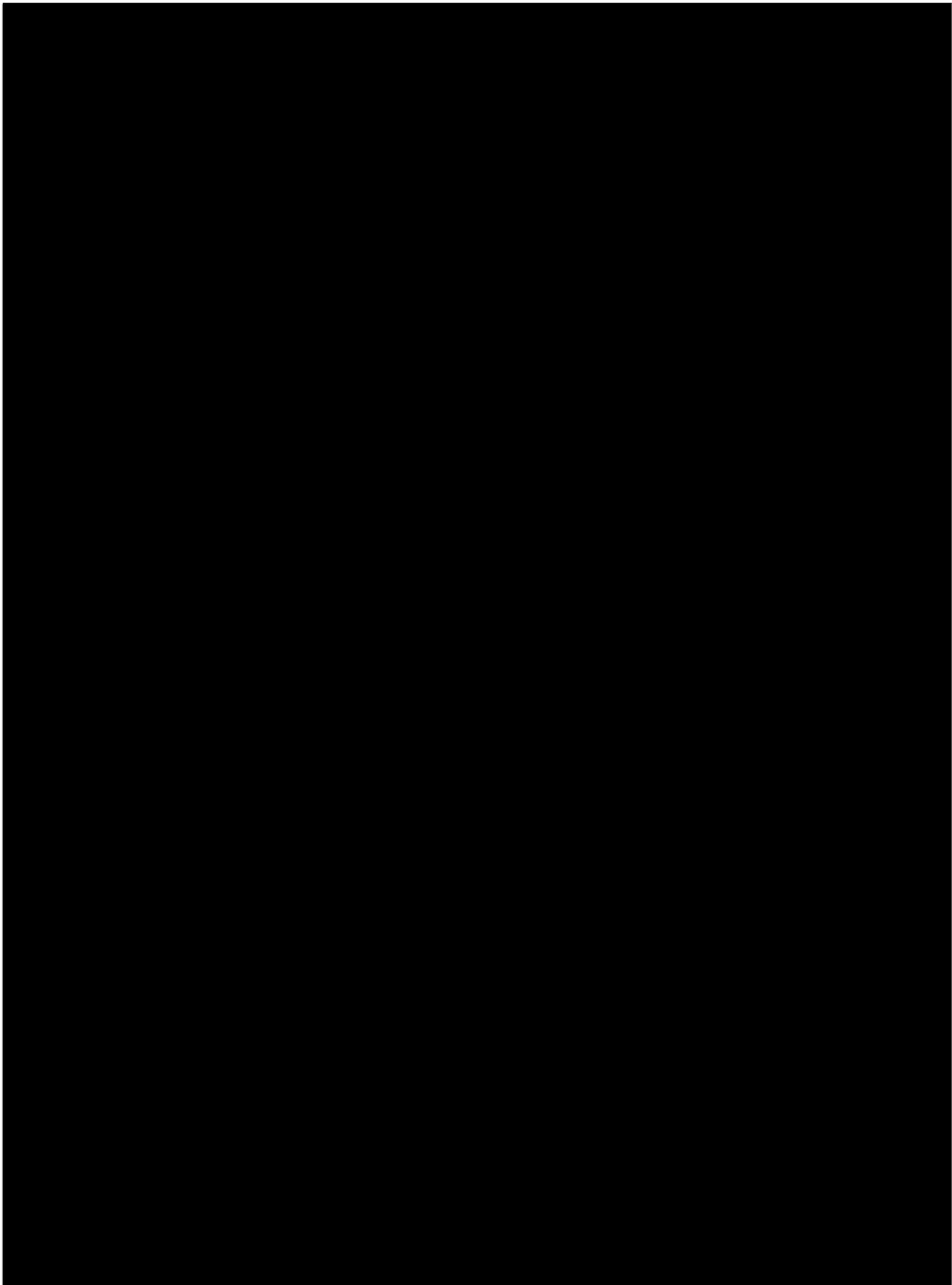
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Classification: \_\_\_\_\_

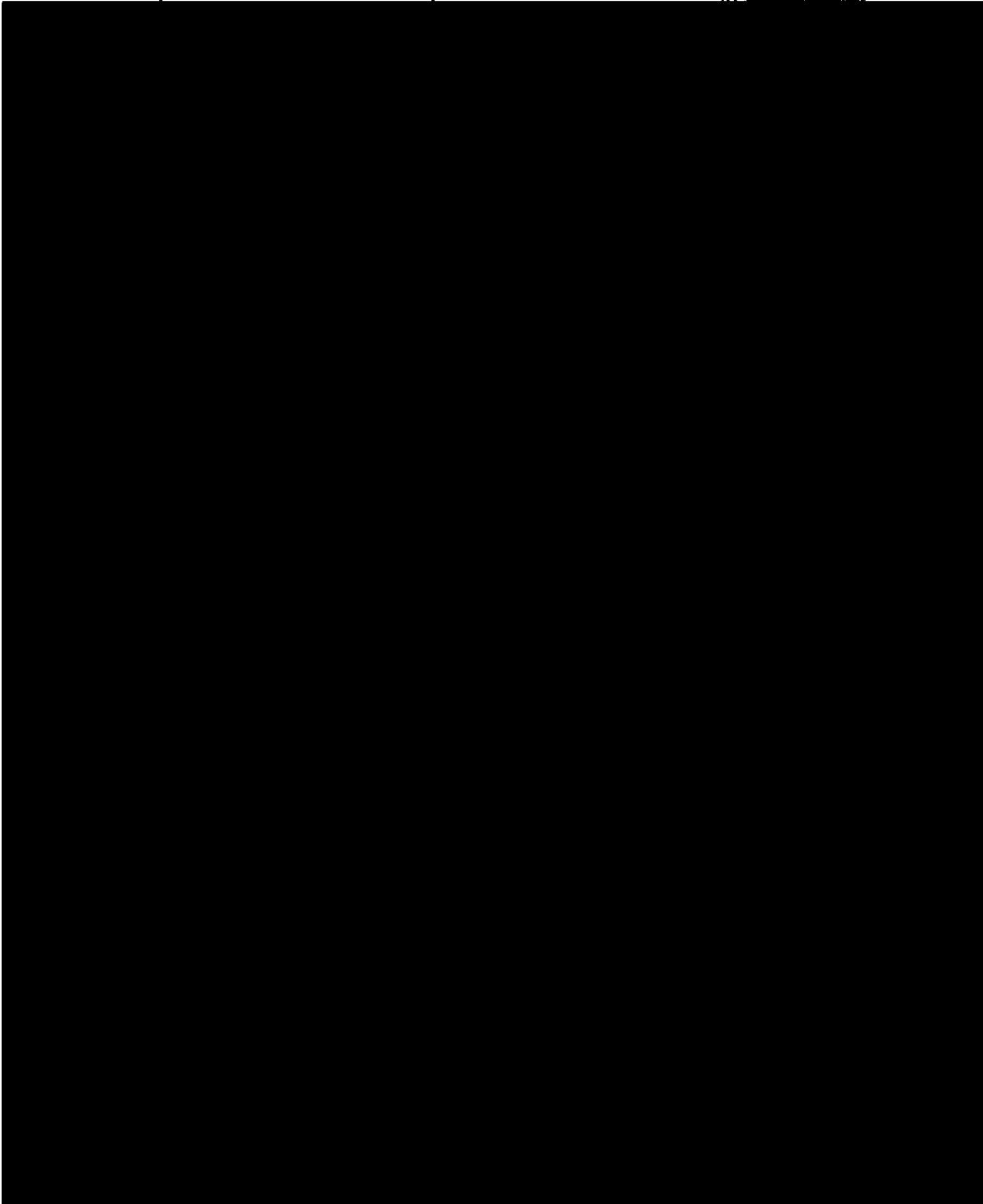
**EXHIBIT "1"**

**LINDA L. HUFF, P.E.**  
President

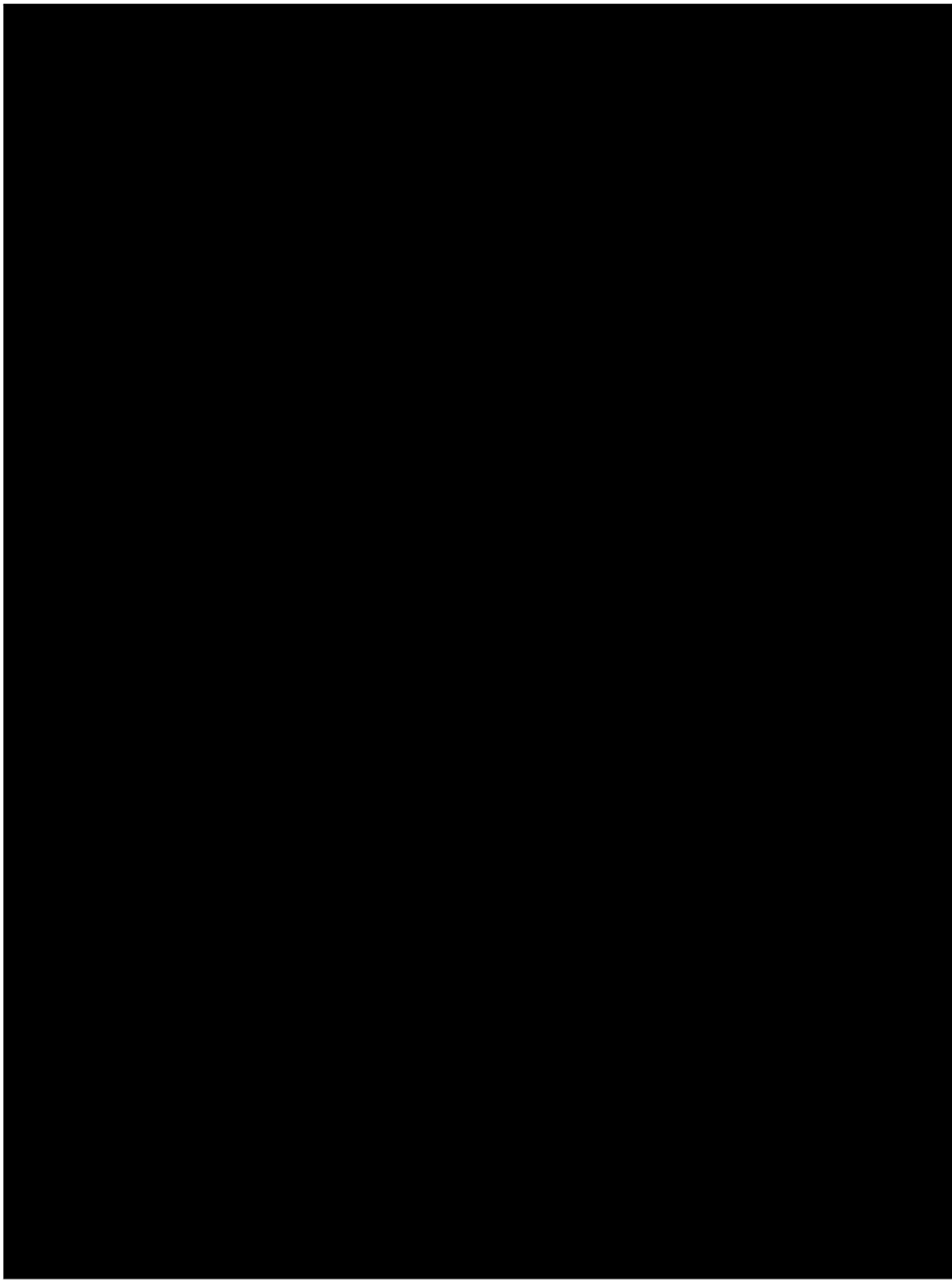




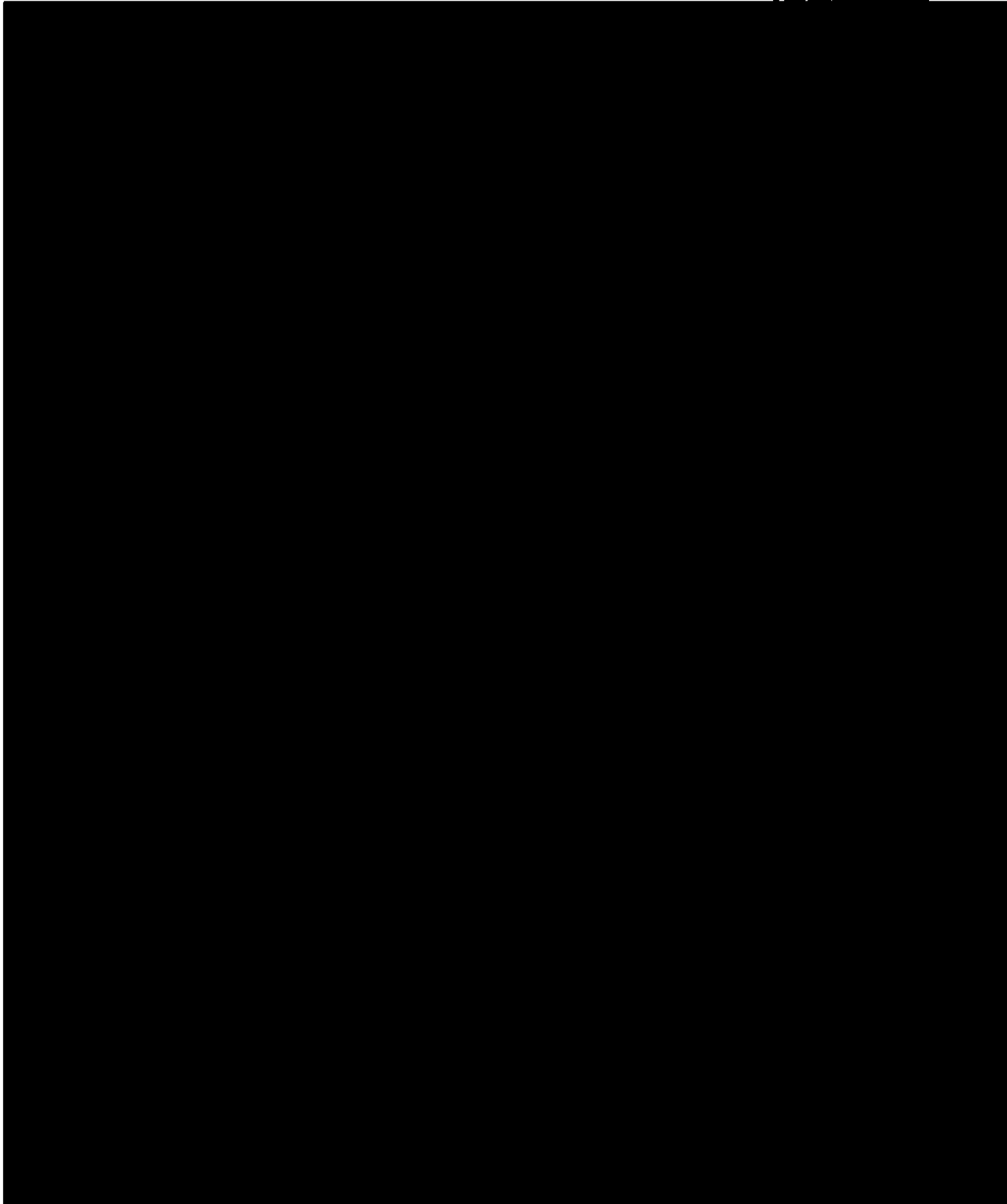
**RICHARD O. RAY**  
**Senior Transportation Planner/Environmental Specialist**

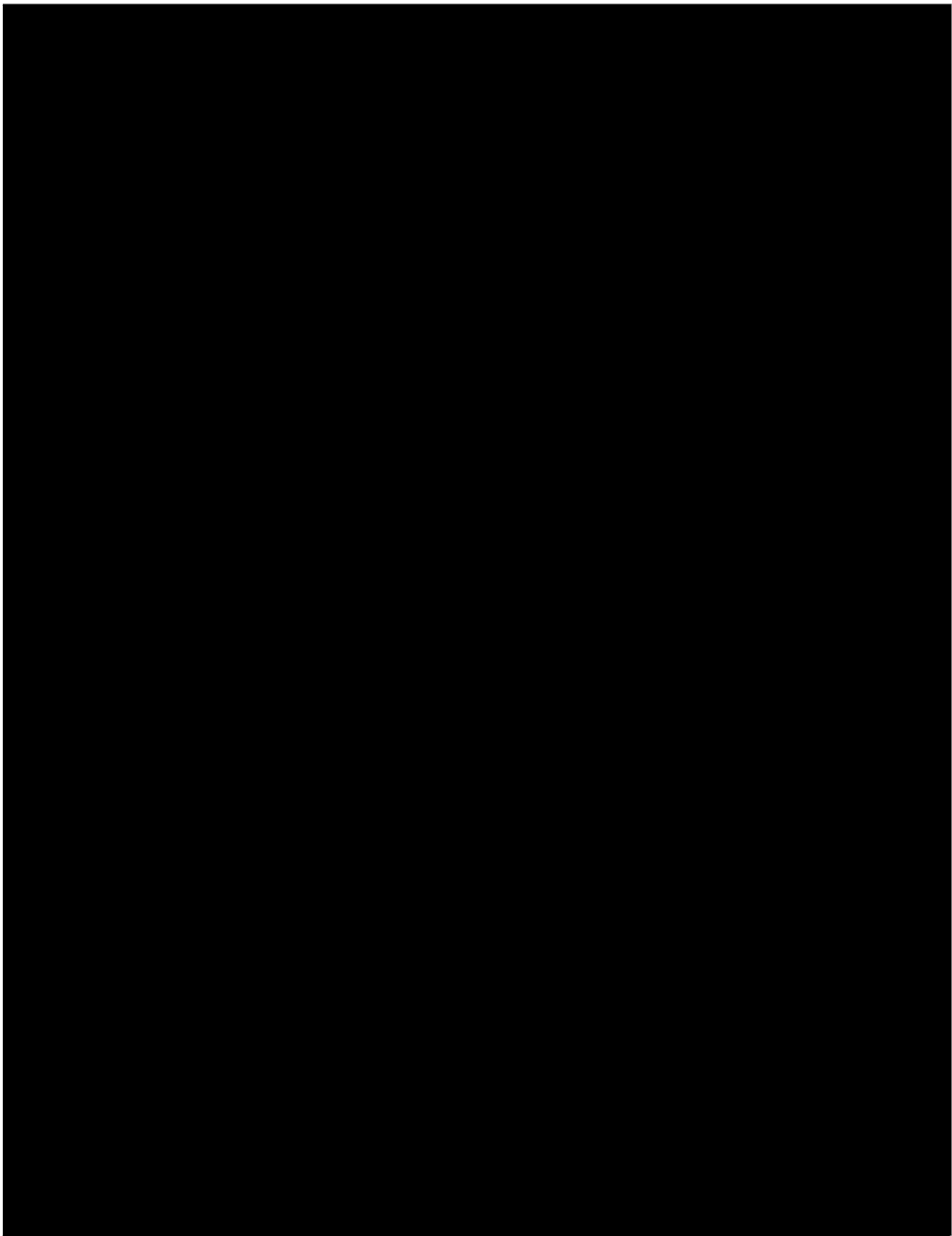


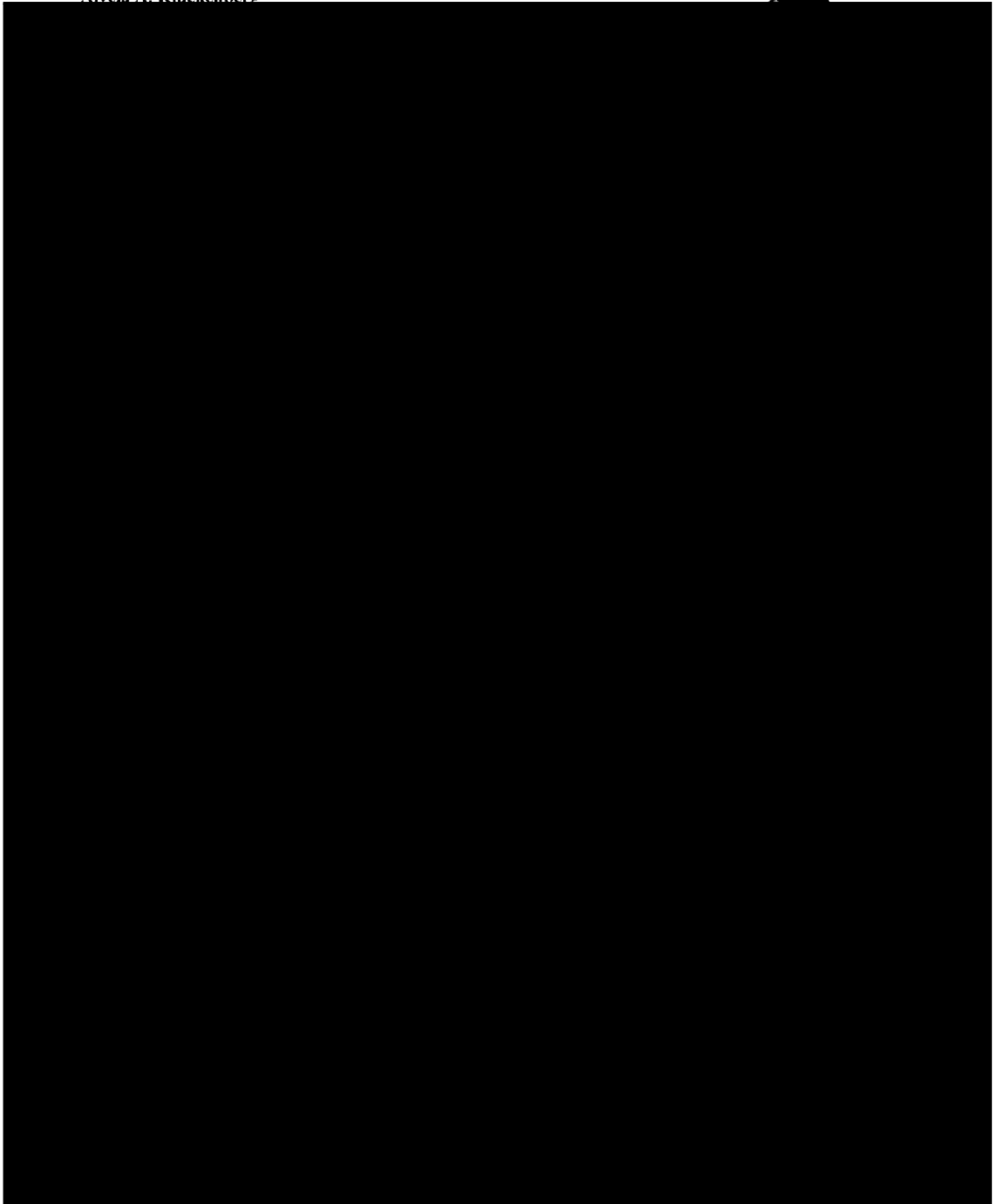


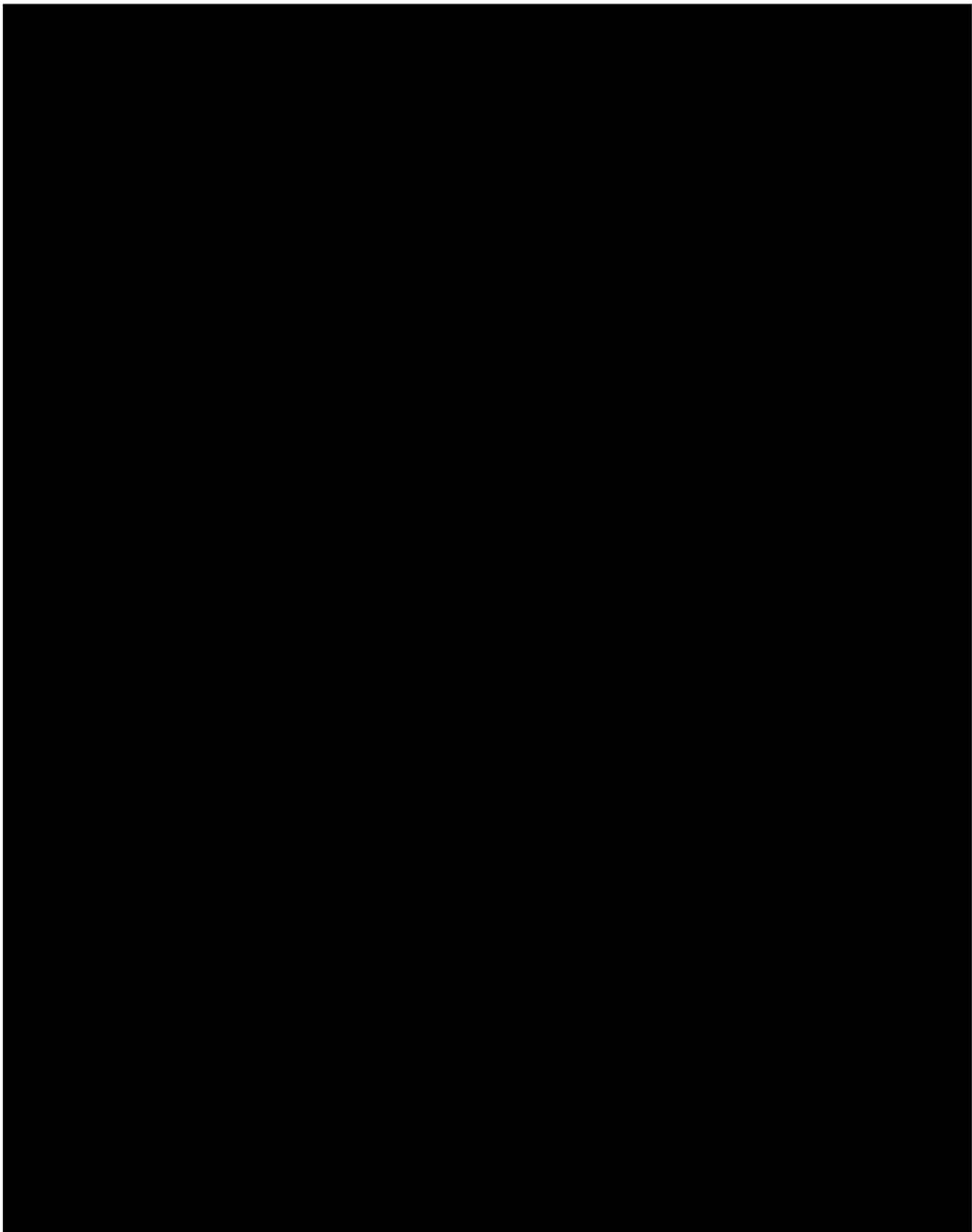


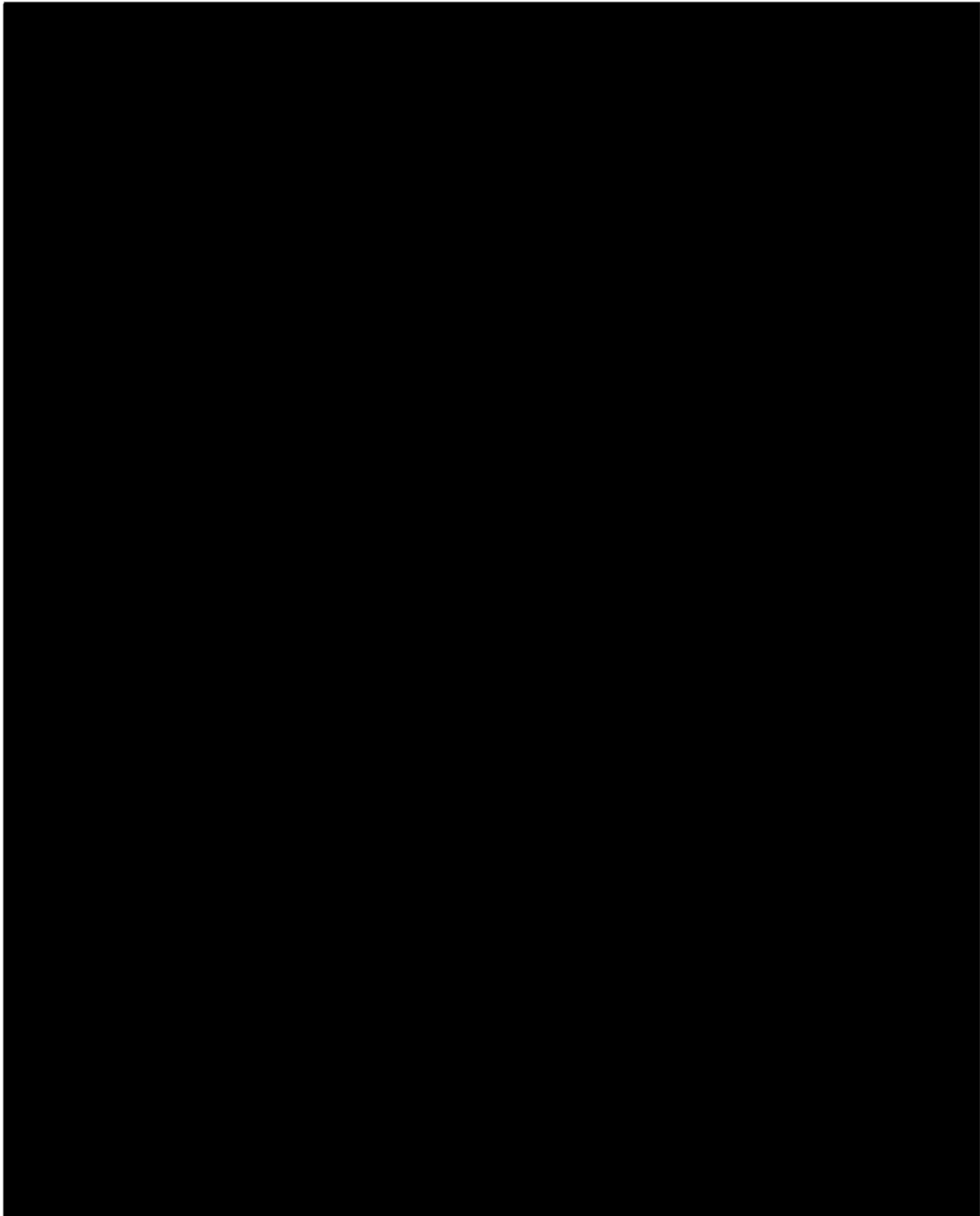
**Timothy M. Kelly, P.E.**











**EXHIBIT F**

**CONTRACT RR-13-4151**

**Huff & Huff, Inc.**

**SCOPE OF SERVICES**

This scope of services includes work upon request assignments systemwide on the Tollway. These work assignments will encompass environmental and permitting services as directed by the Tollway.

**EXHIBIT G**

**CONTRACT RR-13-4151**

**Huff & Huff, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-09-5595 (Prime)	Vegetation, Noise, Sustainable Infrastructure, Environmental Services, CCDD Support	\$818,604	\$409,138	Dec-15
I-13-5663	Noise	\$16,670	\$16,670	Dec-15
I-11-4018	Wetlands, Permitting, Natural Resources, Special Waste, Noise, CCDD	\$123,888	\$43,443	Jun-14
I-11-4020	Wetlands, Natural Resources, CCDD	\$70,643	\$45,705	Jun-14
I-11-4021	ESIS, Wetlands, Trees, Natural Resources, Special Waste, Erosion Control, Permitting, BMP, CCDD	\$164,564	\$51,971	Jun-14
Various	Statewide Noise	\$400,000	\$373,525	Sep-14
IDOT Various Wetlands	Wetlands	\$820,000	\$167,500	Dec-14
Metra K14799	Wetlands	\$200,000	\$117,113	Dec-14
East Side Highway	EA	\$1,190,000	\$888,465	Mar-14
US Rte 51	Wetlands, AQ, EIS, Agricultural	\$873,110	\$65,244	Mar-14
Weber Road	EA	\$215,443	\$124,508	Mar-14
Lorenzo Road	EA	\$231,297	\$162,811	Mar-14
Richmond Bypass	EA	\$166,000	\$141,746	Mar-14
I-290, Part 2	Noise, AQ	\$236,497	\$216,779	Mar-14
Illiana	Environmental Studies, EIS	\$293,792	\$182,479	Dec-14



**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	<u>None</u>		
	Direct Labor	<u>                    </u>	
	Direct Costs	<u>                    </u>	
	Services by Others	<u>                    </u>	
	Additional Services **	<u>                    </u>	
	Total this Subconsultant (ULC)	<u>\$ -</u>	

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

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

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

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

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

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

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

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

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

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

**EXHIBIT "1"**

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

<p>1 <u>None</u></p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>6 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>2 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>7 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>3 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>8 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>4 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>9 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>5 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>10 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>

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

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

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

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

**EXHIBIT "1"**  
**PAGE 162 OF 203**

# Contract Information Sheet

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

Consultant Name: GSG Consultants, Inc

Contract Number: RR-13-4151

Proposal Date: 1/3/2014

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-13-4151

Consultant: GSG Consultants, Inc

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	1,840
MONTHS of YEAR 2014													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Work Assignment	8	8	8	70	80	80	80	80	80	80	20	8		602
<b>TOTALS</b>	8	8	8	70	80	80	80	80	80	80	20	8		602

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 EXHIBIT "1"

Contract Number: RR-13-4151

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	
Work Assignment	20	16	8	74	80	80	80	80	80	80	20	8	626
<b>TOTALS</b>	20	16	8	74	80	80	80	80	80	80	20	8	626

Contract Number: RR-13-4151

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	
Work Assignment	8	8	8	80	80	80	80	80	72	72	20	8	596
<b>TOTALS</b>	8	8	8	80	80	80	80	80	72	72	20	8	596

PAGE 1 OF 203

EXHIBIT "1"

Contract Number: RR-13-4151

Consultant: GSG Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR <u>2017</u>												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Work Assignment	8	8												16
TOTALS	8	8												16

Contract No.: RR-13-4151

Consultant: GSG Consultants, Inc

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR** (without overtime)

<u>1,840.00</u>	X	<u>\$ 36.64</u>	=	TOTAL DIRECT SALARY	<u>\$ 67,417.60</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

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

<b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b>	<u>\$ 188,769.28</u>
---	----------------------

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	<u>\$136,230.72</u>
--------------------	---------------------

**C. SERVICES BY OTHERS**

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

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

TOTAL SERVICES BY OTHERS	<u>\$ -</u>
--------------------------	-------------

**D. ADDITIONAL SERVICES** (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)	<u>\$ -</u>
--------------------------------------	-------------

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES	<u>\$ -</u>
(Requires prior authorization before use)	

<b>E. MAXIMUM ALLOWABLE FEE</b> (Upper Limit of Compensation)	<u><u>\$ 325,000.00</u></u>
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Contract No.: RR-13-4151

Consultant: GSG Consultants, Inc

Date: 1/3/2014

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

CONTRACT TERM: 38 No. OF MONTHS  
 SCHEDULED START DATE: 1/3/2014  
 RAISE DATE: 1/1/2015  
 PERCENT OF RAISE: 3%

**ESCALATION PER YEAR Year 1 through 5**

1/3/2014 - 12/31/2014	1/1/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 2/28/2017	
Date Date	Date Date	Date Date	Date Date	Date Date
12.0	12.0	12.0	2.0	
38.0	38.0	38.0	38.0	38.0
31.58%	32.53%	33.50%	5.75%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
38.0	38.0	38.0	38.0	38.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 103.38%

PAGE 109 OF 203 EXHIBIT "1"

Contract No.: RR-13-4151

Consultant: GSG Consultants, Inc

Date: 1/3/2014

Escalation Factor: 103.36%

(From Exhibit C-1)

PAGE 170 OF 203

EXHIBIT "1"

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

Total Estimated Work Hours: 1,840.00

Average Hourly Rate: \$36.64

Total Direct Labor \$67,417.60

**DIRECT COST OVERTIME PREMIUM**

Total Estimated O/T Hours: \_\_\_\_\_

Average Premium O/T Hourly Rate: \_\_\_\_\_

Total Overtime Premium: \_\_\_\_\_

Classification Eligible for Premium Overtime?	Classification	Current MINIMUM Hourly Rate for Classification	Current MAXIMUM Hourly Rate for Classification (See Note A to Right)	Average Hourly Rate for Classification (See Note B to Right)	Escalated Average Hourly Rate for Classification (See Note C to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note D to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note E to Right)
No	Principal	\$70.00	\$70.00	\$70.00	\$70.00	60.00		
No	Project Manager	\$43.00	\$53.00	\$48.00	\$49.61	130.00		
No	Senior Engineer	\$37.00	\$45.00	\$41.00	\$42.38	540.00		
No	Project Engineer	\$31.00	\$38.00	\$34.50	\$35.66	300.00		
No	Staff Engineer	\$25.00	\$33.00	\$29.00	\$29.97	480.00		
No	Inspectors	\$23.00	\$29.00	\$26.00	\$26.87	260.00		
Yes	Administrative Support	\$22.00	\$28.00	\$25.00	\$25.84	70.00		

Contract No.: RR-13-4151

Consultant: GSG Consultants, Inc

Date: 1/3/2014

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

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
Principal	Ala Sassila	Administrative Support	Hala Garman
			Petra Zarco
Project Manager	Scott Letzel		
	Suda, Robert		
Senior Engineer	Claussen, Robert		
	Edgell, Dawn		
	Shaikh, Kaleem		
Project Engineer	Dean, Eric		
	Grieger, John		
	Jarass, Qassem		
	Jarass, Qassem		
	Manuel, Cezar		
	Riad, Ossama		
	Yavaraski, Claire		
	Knoepfle, Mike		
Staff Engineer	Hasiba, Khaled		
	Johnson, Charles		
	Rothamer, Jeffrey		
	Waddell, Robbie		
Inspector	Bryll, Katelyn		
	Cagney, Thaddeus		
	Huey, Jody		
	Jaber, Maher		
	McCoy, David		
	Motlani, Imran		
	Rowe, Joshua		

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/employees/travel/Pages/TravelReimbursement.aspx>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/36206/LG\\_TO\\_LLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_08012008.PDF](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**

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**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)      \$ 136,230.72**

## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## ALLOWABLE DIRECT COSTS

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

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

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

#### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

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

Contract No.: RR-13-4151

Consultant: GSG Consultants, Inc

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Ala E. Sassila

**Project Manager:** Scott A. Letzel

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

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

**Documentation Engineer:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

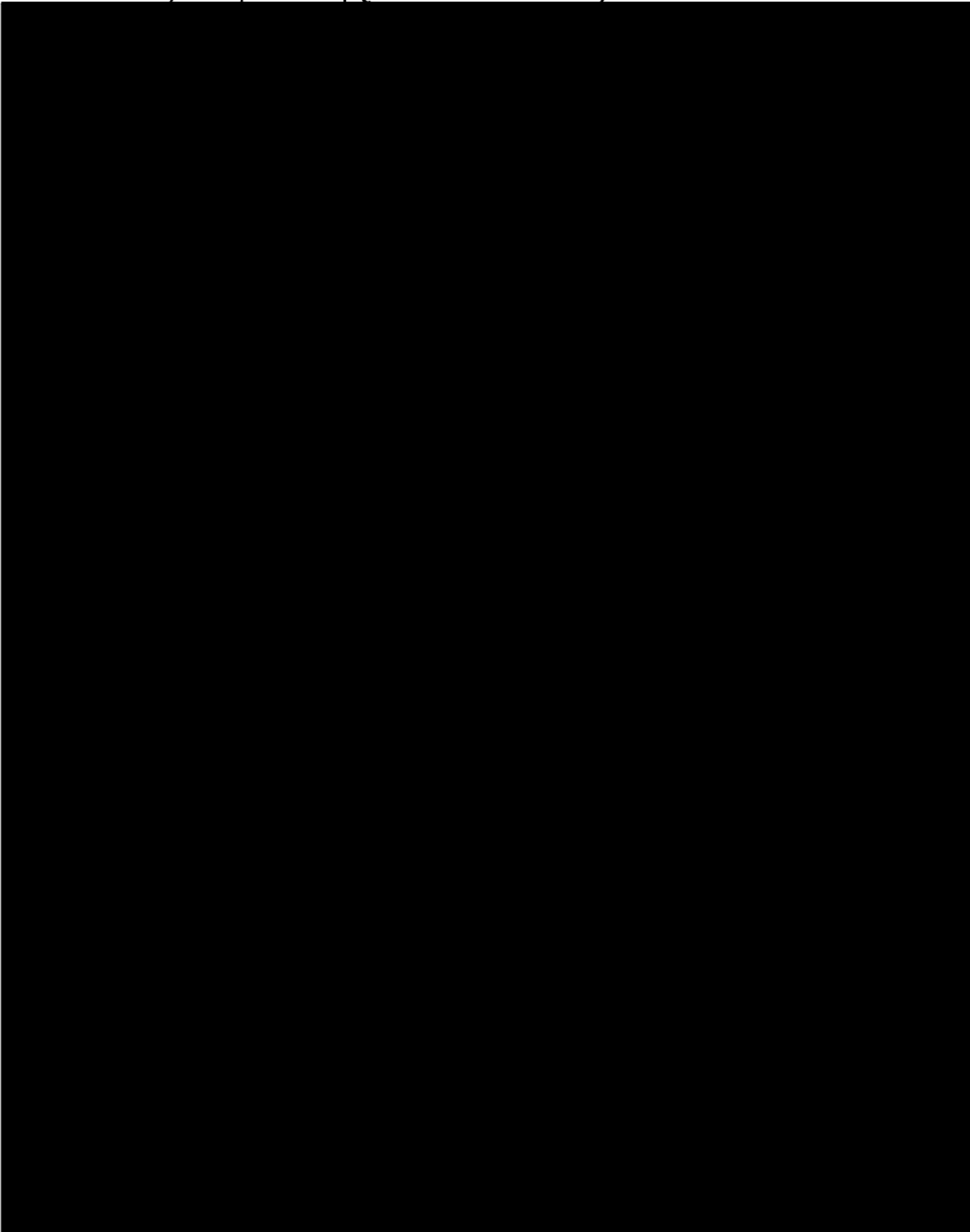
Name: \_\_\_\_\_

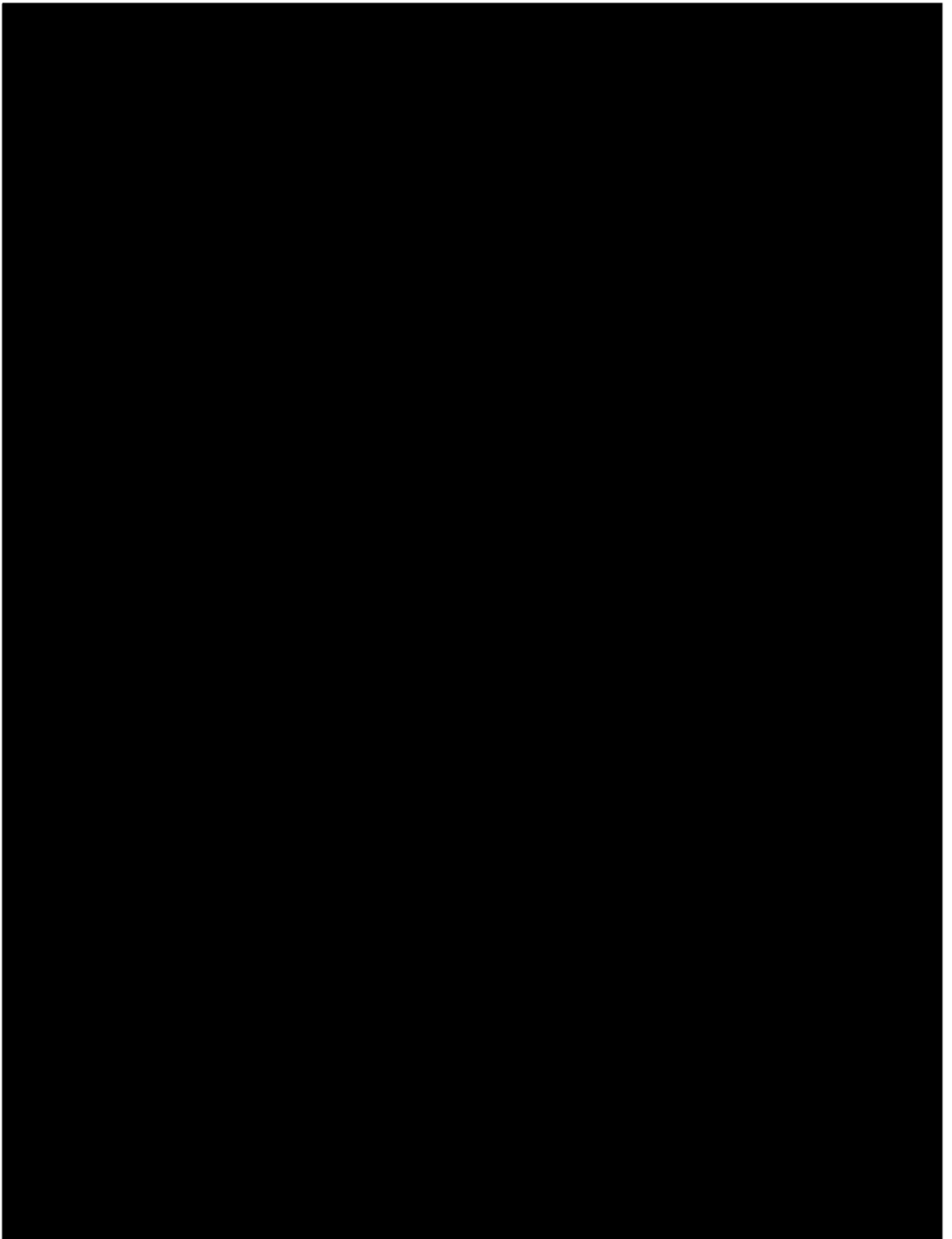
Classification: \_\_\_\_\_



**Ala Sassila, Ph.D., P.E.**

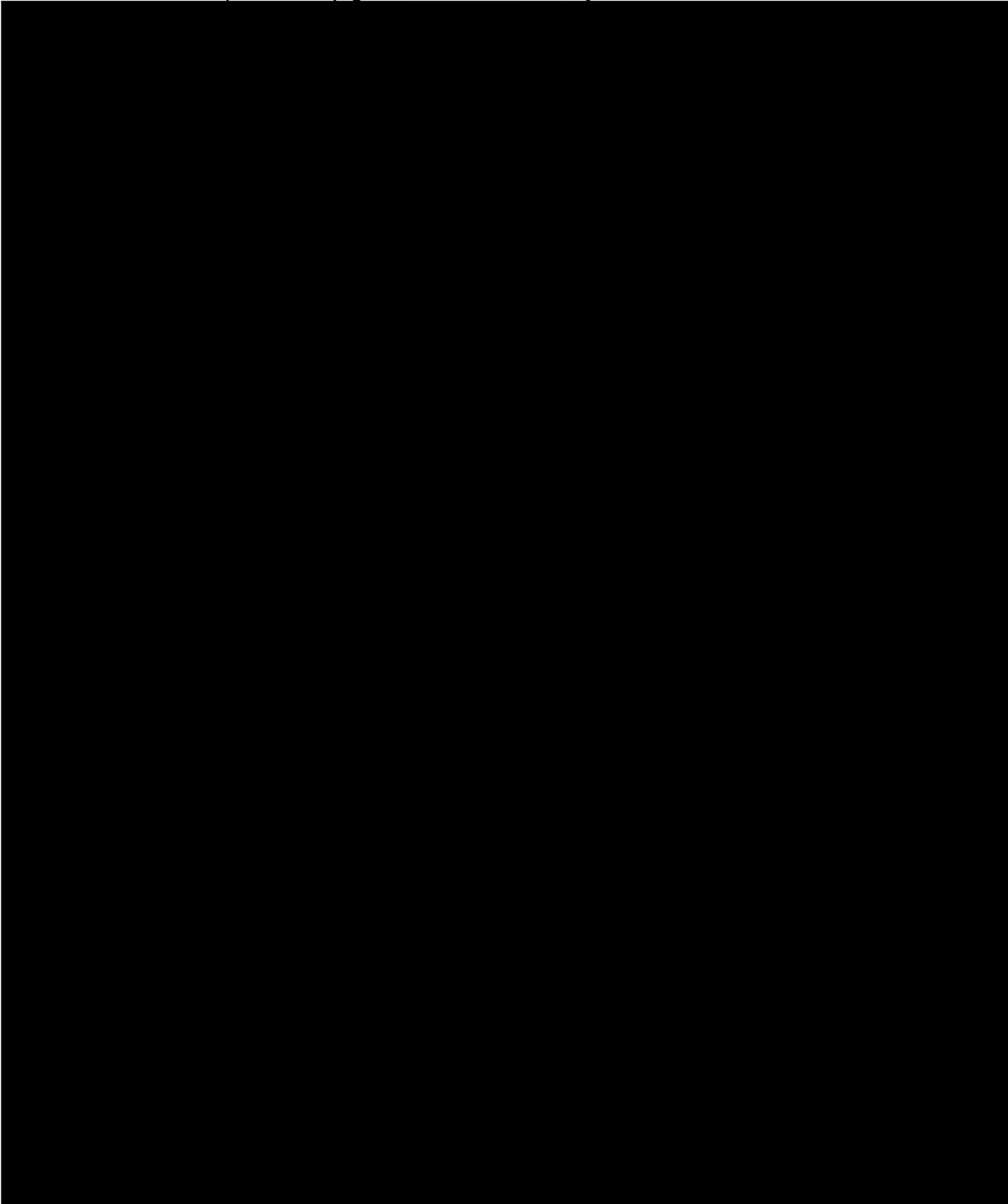
**Qualifications Summary:**

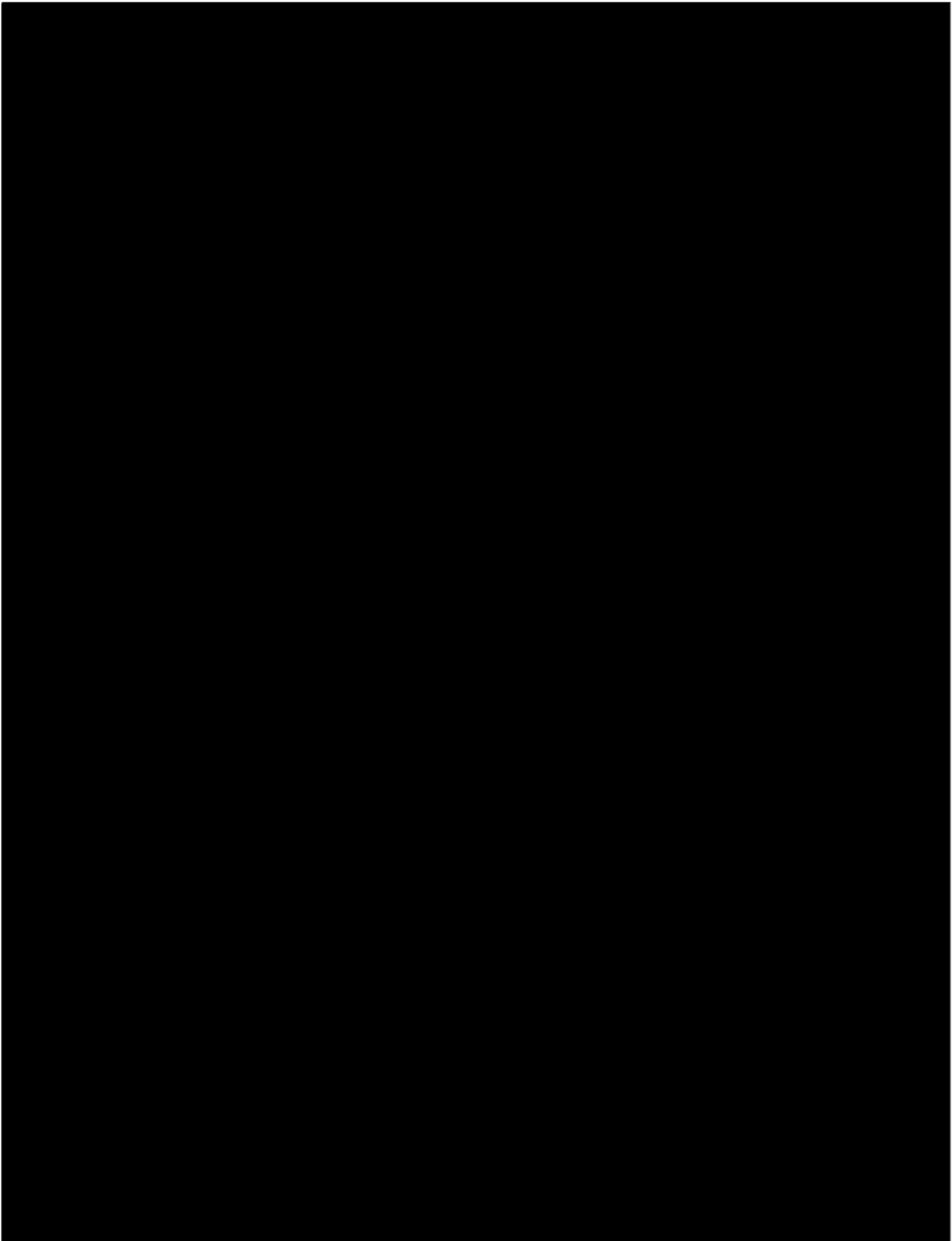




**Scott A. Letzel, P.G.**

**Qualifications Summary:**







**GSG CONSULTANTS, INC.**

Engineers, Scientists & Construction Managers

855 West Adams Street, Suite 200  
Chicago, IL 60607

Integrity | Quality | Reliability

**Exhibit F**  
**Scope of Services – RR-13-4151**  
**Design Upon Request – System Wide**

**Geotechnical Services**

The scope of services includes work upon request assignments systemwide on the Tollway. These work assignments will encompass geotechnical investigation and reporting for Phase II engineering services as directed by the Tollway.

**EXHIBIT "1"**  
**PAGE 181 OF 203**

**EXHIBIT G**

**CONTRACT I -13 - 4151**

Consultant Name: GSG Consultants, Inc.

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
IDOT PTB 155, Job No. D-30-006-10	Geotechnical Investigation	1,700,000	1,700,000	6/2014
Tollway I-11-4015, I-90 Widening and Reconstruction	Design Services	\$3,500,000	\$ 500,000	9/2015
Tollway Contract I-11-4018, I-90 Widening and Reconstruction	Geotechnical Investigation	\$1,398,000	\$40,000	6/2014
Tollway Contract I-11-4022, I-90 Widening and Reconstruction	Geotechnical Investigation	\$2,020,000	\$20,000	2/2014
Tollway Contract I-11-4032	Environmental Services Upon Request	\$600,000	\$ 380,000	12/2016
Tollway Contract I-12-4060	Planning Services Upon Request	\$50,000	\$50,000	10/2015
Tollway Contract 4049	Geotechnical Investigation – DUR	\$300,000	\$100,000	5/2015
Tollway Contract 4112	Construction Inspection	\$ 300,000	\$300,00	1/2015
Tollway Contract 4098	Construction Inspection	\$ 450,000	\$450,000	1/2015
Tollway Contract 4107	Construction Inspection	\$ 450,000	\$450,000	1/2015

**EXHIBIT "1"**

**PAGE 182 OF 203**

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

**EXHIBIT "1"**

**PAGE 183 OF 203**

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

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

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

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

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

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

**EXHIBIT "1"**  
**PAGE 184 OF 203**



# Contract Information Sheet

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

Consultant Name: GLOGER ENGINEERS LIMITED

Contract Number: RR-13-4151

Proposal Date: 1/3/2014

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-13-4151

Consultant: GLOGER ENGINEERS LIMITED

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	1,300
													TOTAL HOURS	
MONTHS of YEAR 2014														
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
civil engineering	34	34	34	34	34	34	34	35	34	34	34	35	410	
<b>TOTALS</b>	34	34	34	34	34	34	34	35	34	34	34	35	410	

PAGE 186 OF 203  
 EXHIBIT "1"

Contract Number: RR-13-4151

Consultant: GLOGER ENGINEERS LIMITED

**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	
civil engineering	34	34	34	34	34	34	34	35	34	34	34	35	410
<b>TOTALS</b>	34	34	34	34	34	34	34	35	34	34	34	35	410

PAGE 187 OF 203

EXHIBIT "1"

Contract Number: RR-13-4151

Consultant: GLOGER ENGINEERS LIMITED

**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	
civil engineering	34	34	34	34	34	34	34	35	34	34	34	35	410
TOTALS	34	34	34	34	34	34	34	35	34	34	34	35	410

PAGE 188 OF 203  
EXHIBIT "1"

Contract Number: RR-13-4151

Consultant: GLOGER ENGINEERS LIMITED

**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	
	35	35											70
<b>TOTALS</b>	35	35											70

PAGE 189 OF 203  
EXHIBIT "1"

Contract No.: RR-13-4151 Consultant: GLOGER ENGINEERS LIMITED

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR** (without overtime)

$$\frac{1,300.00}{\text{(Total Work Hours from Exhibit C-2)}} \times \$ \frac{35.00}{\text{(Average Hourly Rate from Exhibit C-2)}} = \text{TOTAL DIRECT SALARY } \$ \underline{45,500.00}$$

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** \$ 127,400.00

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

**TOTAL DIRECT COSTS** \$2,600.00

**C. SERVICES BY OTHERS**

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

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

**TOTAL SERVICES BY OTHERS** \$ -

**D. ADDITIONAL SERVICES** (Prime Consultant)

\$ -  
(Requires prior authorization before use)

**ADDITIONAL SERVICES** (Subconsultants)

\$ -  
(Requires prior authorization before use)

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

**E. MAXIMUM ALLOWABLE FEE** (Upper Limit of Compensation) \$ 130,000.00

**EXHIBIT "1"**

Contract No.: RR-13-4151

Consultant: GLOGER ENGINEERS LIMITED

Date: 1/3/2014

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

CONTRACT TERM: 38 No. OF MONTHS

SCHEDULED START DATE: 1/3/2014

RAISE DATE: 1/1/2015

PERCENT OF RAISE: 3%

**ESCALATION PER YEAR Year 1 through 5**

1/3/2014 - 12/31/2014	1/1/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 2/28/2017	
Date Date	Date Date	Date Date	Date Date	Date Date
12.0	12.0	12.0	2.0	
38.0	38.0	38.0	38.0	38.0
31.58%	32.53%	33.50%	5.75%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
38.0	38.0	38.0	38.0	38.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 103.36%

PAGE 191 OF 203  
EXHIBIT "1"

Contract No.: RR-13-4151

Consultant: GLOGER ENGINEERS LIMITED

Date: 1/3/2014

Escalation Factor: 103.36%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM	
Total Estimated Work Hours: 1,300.00  Average Hourly Rate: \$35.00  Total Direct Labor: \$45,500.00							Total Estimated O/T Hours: _____ Average Premium O/T Hourly Rate: _____ Total Overtime Premium: _____	
Classification Eligible for Premium Overtime?	Classification	Current MINIMUM Hourly Rate for Classification	Current MAXIMUM Hourly Rate for Classification (See Note A to Right)	Average Hourly Rate for Classification (See Note B to Right)	Escalated Average Hourly Rate for Classification (See Note C to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note D to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note E to Right)
No	Civil Engineer	\$29.03	\$38.70	\$33.87	\$35.00	1,300.00		
No								
No								
No								
No								
No								
No								

**EXHIBIT "1"**

**PAGE 192 OF 203**



Contract No.: RR-13-4151

Consultant: GLOGER ENGINEERS LIMITED

Date: 1/3/2014

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

Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)	Classification (Must match classifications listed on Exhibit C-2)	Name (SEE NOTE 1 TO RIGHT)
civil engineer	JORGE GLOGER		

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/36206/LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_08012008.PDF](http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF)
  
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

printing , traveling  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 2,600.00**

**EXHIBIT "1"**

## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## **ALLOWABLE DIRECT COSTS**

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

# ALLOWABLE DIRECT COSTS

## Construction Inspection

### Construction Inspection Communications:

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

### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

### NOTES:

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

Contract No.: RR-13-4151

Consultant: GLOGER ENGINEERS LIMITED

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

Documentation Engineer: \_\_\_\_\_

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

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

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

Senior Engineer: JORGE GLOGER

Others: Name: JORGE GLOGER

Classification: CIVIL ENGINEER

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

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

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

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

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

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

**GLOGER ENGINEERS LIMITED**

**JORGE GLOGER P.E.**



**EXHIBIT F**

**CONTRACT RR -13 -4151**

**Gloger Engineers Limited**

**SCOPE OF SERVICES**

Engineering support services



**EXHIBIT G**

**CONTRACT RR -13 -4151**

**Gloger Engineers Limited**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
<hr/>				
	MISCELLANEOUS WORK – NONE TOLWAY'S DESIGN WORK			

**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 "1"**

18.09.2013  
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**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: \$ \_\_\_\_\_

**EXHIBIT "1"**

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