

1/23/14

6.2/10

RESOLUTION NO. 20215

**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-13-9149. David Mason & Associates of Illinois, Ltd. / Horner & Shifrin, Inc. (JV) has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,500,000.00. 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 David Mason & Associates of Illinois, Ltd. / Horner & Shifrin, Inc. (JV), to obtain Design Upon Request Services, Contract No. RR-13-9149, with an upper limit of compensation not to exceed \$2,500,000.00, 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



May 13, 2014

Mr. David Mason, President  
David Mason & Associates /  
Homer & Shifrin, Inc., a Joint Venture  
464 N. Milwaukee Avenue  
Chicago, IL 60654

Re: Contract RR-13-9149  
Design Upon Request - Systemwide  
Design Section Engineering Services

#### NOTICE TO PROCEED

Dear Mr. Mason:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated January 13, 2014 for Design Section Engineering Services for Contract RR-13-9149. You are hereby authorized to commence with the work as of May 12, 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-13-9149  
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 Ed Flores at 630-241-6800 extension 3200 for further information.

Sincerely,



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

cc: Clarita Lao  
Ed Flores  
John Donato  
Contract Services  
Program Controls  
Lane Closures  
Ron Quinsey

Gloria Zimmer  
Maria Limonciello  
John Dainis  
Sue Biggs  
Victoria Santiago  
Horner & Shifrin, Inc.

File: 02.9149.01.04 LT\_Tollway\_PDK\_9149DavidMason\_HornerShifrin\_JV\_NTP\_05132014

RR-13-9149

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE  
SECRETARY OF STATE



## CORPORATION FILE DETAIL REPORT

Entity Name	DAVID MASON & ASSOCIATES OF ILLINOIS, LTD.	File Number	62238119
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	06/13/2002	State	ILLINOIS
Agent Name	MICHAEL T SAWYIER	Agent Change Date	07/23/2009
Agent Street Address	205 N MICHIGAN #2600	President Name & Address	DAVID W MASON 464 N MILWAUKEE CHICAGO 60610
Agent City	CHICAGO	Secretary Name & Address	SAME
Agent Zip	60601	Duration Date	PERPETUAL
Annual Report Filing Date	06/07/2013	For Year	2013

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**Harper, Mileak**

**From:** Nash, Janiqua V  
**Sent:** Wednesday, January 22, 2014 9:05 AM  
**To:** Harper, Mileak  
**Subject:** CORRECTED: Contract # 9149 - David Mason & Associates

RR-13-9149

**From:** Nash, Janiqua V  
**Sent:** Wednesday, January 22, 2014 9:04 AM  
**To:** Harper, Mileak  
**Subject:** Contract # 9149 - DMAHSI JV

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

ACTION: S

VENDOR NUMBER= [REDACTED]  
VENDOR NAME: [REDACTED]

OFFSET: 00 OF 00

CLAIMING AGENCY NUMBER: \*  
CLAIMING AGENCY NAME: \*  
CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 01/22/14 AT 09:01 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-13-9149

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**JESSE WHITE**  
**SECRETARY OF STATE**



## CORPORATION FILE DETAIL REPORT

Entity Name	HORNER & SHIFRIN, INC.	File Number	52003466
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	03/17/1980	State	MISSOURI
Agent Name	STEVEN R DONAHUE	Agent Change Date	02/24/2011
Agent Street Address	640 PIERCE BLVD STE 200	President Name & Address	DUANE L SIEGFRIED 5200 OAKLAND AVE ST LOUIS MO 63110-1490
Agent City	O'FALLON	Secretary Name & Address	LINDA R HOPKINS 5200 OAKLAND AVE ST LOUIS MO 63110-1490
Agent Zip	62269	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2014

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RR-13-9149

Horner & Shifrin

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 09:02 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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RR-13-9149

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JESSE WHITE  
SECRETARY OF STATE



## CORPORATION FILE DETAIL REPORT

Entity Name	BERNARDIN, LOCHMUELLER & ASSOCIATES, INC.	File Number	58465984
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	08/15/1995	State	INDIANA
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	08/15/1995
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	MICHAEL HINTON 10900 BROWING ROAD EVANSVILLE IN 47725
Agent City	CHICAGO	Secretary Name & Address	MATTHEW E WANNEMUEHLER 230 FAITH WAY EVANSVILLE IN 47712
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	08/02/2013	For Year	2013

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**Harper, Mileak**

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**From:** Nash, Janiqua V  
**Sent:** Wednesday, January 22, 2014 9:06 AM  
**To:** Harper, Mileak  
**Subject:** Contract # 9149 - BLA

RR-13-9149

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 09:04 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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RR-13-9147

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE  
SECRETARY OF STATE



## CORPORATION FILE DETAIL REPORT

Entity Name	TRANSMART TECHNOLOGIES, INC.	File Number	60044074
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	07/16/1998	State	WISCONSIN
Agent Name	MANFRED R ENBURG	Agent Change Date	09/09/2004
Agent Street Address	1409 E HARRISON ST	President Name & Address	JING (CONNIE) LI 5821 DAWLEY DRIVE FITCHBURG WI 53711
Agent City	WHEATON	Secretary Name & Address	JING (CONNIE) LI SAME
Agent Zip	60187	Duration Date	PERPETUAL
Annual Report Filing Date	08/14/2013	For Year	2013

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**Harper, Mileak**

RR-13-9149

**From:** Nash, Janiqua V  
**Sent:** Wednesday, January 22, 2014 9:07 AM  
**To:** Harper, Mileak  
**Subject:** Contract # 9149 - TranSmart Tech

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 09:05 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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# Illinois Department of Transportation

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

April 15, 2013

## CERTIFIED-RETURN RECEIPT REQUESTED

Mr. David W. Mason  
David Mason & Associates, Inc.  
800 S. Vandeventer Ave.  
St. Louis, MO 63110

Dear Mr. Mason:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for David Mason & Associates, Inc. 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 changes 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, Acting Bureau Chief  
Bureau of Small Business Enterprises

RECEIVED

APR 18 2013



Thomas J. Ross  
Executive Director

January 31, 2014

Jing (Connie) Li  
TranSmart Technologies, Inc.  
2802 Coho Street Suite 102  
Madison, WI 53713

Dear Ms. Li:

Pace, 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 Part 26.61. Your next Continued Eligibility Affidavit is due February 14, 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 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 a ground for denial 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 on the Internet at [www.pacebus.com](http://www.pacebus.com). Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

- NAICS Code 541330: INTELLEGENENT TRANSPORTATION SYSTEMS (ITS), TRAFFIC ENGINEERING, HIGHWAY ENGINEERING, TRANSPORTATION PLANNING, TRANSIT SYSTEMS, ENVIRONMENTAL ASSESSMENT, GEOGRAPHIC INFORMATION SYSTEM (GIS), COMPUTER AIDED DESIGN (CAD), INFORMATION TECHNOLOGY

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.).

Sincerely,



Christina A. Perez  
DBE Liaison Officer

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>David Mason &amp; Associates, LTD</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <b>464 N. Milwaukee</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>Chicago, Illinois 60654</b>	
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>											<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>										

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Employer identification number**

**Part II Certification**

Under penalties of perjury, 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. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	
------------------	----------------------------	--

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Checklist

Documents needed to create vendor code

Vendor Name: David Mason & Associates, LTD.

Address: 464 North Milwaukee Ave., Chicago, IL 60654

Phone / fax: 312-884-5100 / 312-884-5101

W-9: [REDACTED]

Web address: [www.davidmason.com](http://www.davidmason.com)

Remittance Address: 464 North Milwaukee Ave., Chicago, IL 60654

Email requesting Vendor Code (attach checklist to email): this checklist has been attached to an email.

Reason for vendor code: Illinois Tollway DUR Contract awardee

~~~~~

Changing Current Vendor Code

Documentation from vendor stating Change (*email, letter from Vendor on their company Letter head or invoice*):

Email requesting Vendor Code (attach checklist to email):

Reason for Change:

\_\_\_\_\_

~~~~~

Activating Inactive Vendor Code

Email requesting activation and why code needs to be activated (attach checklist to email)

Reason for activation:

\_\_\_\_\_

**6. RR-13-9149, 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:

1. Signage and Marking guidelines update.
2. Systemwide pavement marking.
3. Systemwide signing.
4. ITS/TIMS Upgrades & Enhancements.
5. Facility Repairs systemwide.
6. IT Tower Repairs/Replacements.
7. On call and as- needed work related to the Tollway system.

The upper limit of compensation will be set at \$2,500,000 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 contract documents (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for roadway design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for structural design related issues (must be an Illinois Licensed Structural Engineer).
- The person who will be responsible for architectural related issues (must be an Illinois Licensed Professional Architect).
- The person who will be responsible for electrical design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for mechanical design related issues (must be an Illinois Licensed Professional Engineer).



# Exhibit A – Proposed Key Staff

# PSB# 13-4 Item# 6

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 Thomas Kracun (DMA)  
Category PE (PE, SE, LS)  
Registration # 062-053707  
Year Registered 2000 State Illinois  
Office Location: 464 N. Milwaukee  
City Chicago State IL

### Project Engineer :

Name Suzette M. Evans (DMA)  
Category PE (PE, SE, LS)  
Registration # 062-057376  
Year Registered 2004 State Illinois  
Office Location: 464 N. Milwaukee  
City Chicago State IL

### Roadway Design & Intersection Engineer:

\*Name Brian Schmidt (Horner & Shifrin)  
Category PE (PE, SE, LS)  
Registration # 062053131  
Year Registered 1999 State Illinois  
Office Location:  
City O'Fallon State IL

### Structural Design:

\*Name Ronald Mackey (DMA)  
Category SE (PE, SE, LS)  
Registration # 081.006058  
Year Registered 2004 State Illinois  
Office Location: 800 S. Vandeventer  
City St. Louis State MO

### Other Required Key Staff:

#### Name Required Prequalification Category : Architecture

\*Name Kechi Liu, R.A. (DMA)  
Category  (PE, SE, LS)  
Registration # 001.020845  
Year Registered 2009 State Illinois  
Office Location: 800 S. Vandeventer  
City St. Louis State MO

#### Name Required Prequalification Category: Mechanical Design

\*Name Robert Tuckett (Horner & Shifrin)  
Category PE (PE, SE, LS)  
Registration # 062043913  
Year Registered 1987 State Illinois  
Office Location:  
City O'Fallon State IL

#### Name Required Prequalification Category : Electrical Engineer

\*Name Charles Fiedler, PE, LEED AP  
(Horner & Shifrin)  
Category PE (PE, SE, LS)  
Registration # 062054364  
Year Registered 2000 State Illinois  
Office Location  
City St. Louis State IL

#### Required Prequalification Category: Mechanical Engineer

\*Name Eric Lagemann  
(Horner & Shifrin)  
Category PE, SE (PE, SE, LS)  
Registration # 062-060222 / 081006124  
Year Registered 2007/ State Illinois  
2004  
Office Location  
City Edwardsville State IL

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

# Exhibit A – Proposed Key Staff      PSB# 13-4 Item# 6

**Other Required Key Staff :**

**Name Required Prequalification Category :**  
**Mechanical/Electrical QA/QC**

\*Name Brian Heideman (Horner & Shifrin)  
 Category PE (PE, SE, LS)  
 Registration # 062053131  
 Year Registered 1999 State Illinois  
 Office Location \_\_\_\_\_  
 City O'Fallon State IL

**Name Required Prequalification Category:**  
**Civil Engineering QA/QC**

\*Name Paul Stayduhar (DMA)  
 Category PE (PE, SE, LS)  
 Registration # 062-041845  
 Year Registered 1984 State Illinois  
 Office Location \_\_\_\_\_  
 City St. Louis State MO

**Name Required Prequalification Category :**  
**Architectural QA/QC**

\*Name David W. Mason, RA (DMA)  
 Category \_\_\_\_\_ (PE, SE, LS)  
 Registration # 001.009950  
 Year Registered 1981 State Illinois  
 Office Location \_\_\_\_\_  
 City Chicago State IL

**Name Required Prequalification Category:**  
**Traffic Engineering**

\*Name Steven P. Davis (BLA)  
 Category PE (PE, SE, LS)  
 Registration # 062-065334  
 Year Registered 2013 State Illinois  
 Office Location \_\_\_\_\_  
 City Maryville State IL

**Name Required Prequalification Category :**  
**Structural Engineer**

\*Name Chadwick J. Fuesting (BLA)  
 Category SE (PE, SE, LS)  
 Registration # 081-005834  
 Year Registered 2001 State Illinois  
 Office Location \_\_\_\_\_  
 City Maryville State IL

**Name Required Prequalification Category:**  
**ITS Services**

\*Name Manfred Enburg (TranSmart)  
 Category PE (PE, SE, LS)  
 Registration # 062-039842  
 Year Registered 1982 State Illinois  
 Office Location \_\_\_\_\_  
 City Madison State WI

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

<u>Management</u>	<u>Professionals</u>	<u>Sub-professionals</u>
	Engineers      11	Technicians
Total <u>1</u>	Land Surveyors _____ Architects      2 Others _____	Draftsman _____ Survey Crew _____ Clerical _____ Other _____
	Total <u>13</u>	Total _____
		Total Project Staff <u>14</u>





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

**Date:** October 22, 2013

**Project Number:** RR-13-9149 (PSB 13-4 #6)

**Project Name:** Design Upon Request - Systemwide

**DELINQUENT DEBT REVIEW**

**Sub Contractor/Consultant Disclosure**

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

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

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

**Delinquent Payment.** The Contractor/Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 LCS 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:** DMAHSI JV (David Mason & Associates)

**Federal Employment Identification Number (FEIN)** [REDACTED] (David Mason & Associates)

**E-Mail:** dmason@davidmason.com (David W. Mason)

**CONTRACTOR**

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

<u>Sub-Contractor(s)</u>	<u>Sub-Contractor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
DMAHSI_JV (Horner & Shifrin)	[REDACTED]	640 Pierce Blvd., Ste. 200 O'Fallon, IL 62269	Engineering	
Bernardin, Lochmueller and Associates, Inc.	[REDACTED]	3 Oak Drive Maryville, IL 62062	Engineering	
TranSmart Technologies, Inc.	[REDACTED]	2802 Coho Street, Ste. 102 Madison, WI 53713	Transportation Technology	

**Print** David W. Mason

**Date** 10-22-2013

**Contractor/Consultant**

**Contract: RR-13-9149**

**PSB: 13-4**

**Consultant: David Mason/Horner & Shifrin JV**

**PM: E. Flores**

**Reviewer: Mileak Harper**

**Review Date: 04/23/14**

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Resolution: **Ok**

Agreements:  
    Tollway agreement: **Ok**  
    Mentor/Protégé agreement: **Unknown**

Proposal: **Ok**

Certifications (PRIME only) **Ok**

Delinquent Debt **Ok**

DBE Compliance: **Ok**

Certificate of Good Standing: **Ok**

Certificates of Insurance: **Ok**

State Board of Elections:  
(Cert. of Registration) **Ok**

Waiver Approval: **Ok**

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### **Exhibits A-H**

**Contract Information Sheet for Prime & Subs: Proposal Date should is 01/13/14**  
**David Mason / Horner & Shifrin Joint Venture:**

**Exhibits A-H are okay.**

**David Mason:**

**Exhibits A-H are okay.**

**Horner & Shifrin:**

**Exhibits A-H are okay.**

**Bernardin, Lochmueller & Associates, Inc:**

**Exhibits A-H are okay.**

**Transmart:**

**Exhibits A-H are okay.**

DESIGN SECTION ENGINEER AND  
CONSTRUCTION MANAGER 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 **David Mason & Associates / Horner & Shifrin, Inc.**, a **Joint Venture** authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSULTANT".

W I T N E S S E T H:

WHEREAS, the CONSULTANT has submitted a proposal, dated **January 13, 2014**, to provide Design Section Engineering and Construction Management Services for Contract No. **RR-13-9149** for **Design Upon Request - Systemwide**; and

WHEREAS, the CONSULTANT represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 13-4, Item 6**, staffed with professional licensed engineers, experienced and well able to perform the Design Section Engineering and Construction Management 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 CONSULTANT shall perform all Design Section Engineering and Construction Management Services for Contract No. **RR-13-9149** for **Design Upon Request - Systemwide** in accordance with the requirements and terms of this Agreement and the proposal from the CONSULTANT of **January 13, 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 CONSULTANT, in the role of Design Section Engineer, shall be performed according to the professional standards and in accordance with the Design Section Engineer's Manual for The Illinois State Toll Highway Authority, June 2006 and as revised thereafter. All services performed by CONSULTANT shall be performed according to the professional standards and in accordance with the Construction Manager's Manual, March 2013 and as revised thereafter.

C. The CONSULTANT shall perform its services hereunder with the same degree of care, skill and diligence as is ordinarily possessed and exercised by a

member of the same profession, currently practicing, under similar circumstances .

## ARTICLE II

### Time of Performance

Upon receipt of a Notice to Proceed authorized by the Chief Engineer of the TOLLWAY, the CONSULTANT 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 CONSULTANT, 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 CONSULTANT, including the CONSULTANT'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 CONSULTANT shall perform all Design Section Engineering and Construction Management Services as required herein, and the TOLLWAY shall pay the CONSULTANT as compensation therefor, the CONSULTANT's actual payroll costs times a multiplier of **2.8000**, and reimbursement of certain direct expenses (as shown in Exhibit "1"), with an upper limit of compensation of **Two Million, Five Hundred Thousand Dollars and No Cents (\$2,500,000.00)**. If, in the opinion of the CONSULTANT, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the CONSULTANT shall promptly notify the Chief Engineer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior approval of the Chief Engineer. The CONSULTANT must ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XVIII.

## ARTICLE IV

### Scope of the Service

The CONSULTANT, in the role of Design Section Engineer, represents that it has examined the project site, met with representatives of the TOLLWAY, and had an opportunity to ascertain the extent and the scope of services required to complete this

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

## ARTICLE V

### Compliance with State and Other Laws

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

### Governing Law; Exclusive Jurisdiction

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

### Confidentiality

CONSULTANT, 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT'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 CONSULTANT without the use or benefit of the TOLLWAY's confidential information.

## ARTICLE VI

### Responsibility for Injuries and Damages

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

## ARTICLE VII

### Insurance

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

## ARTICLE VIII

### Ownership of Documents

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

## ARTICLE IX

### Financial Statement

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

## ARTICLE X

### Successors and Assigns

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

## ARTICLE XI

### Subcontractors

The CONSULTANT shall not subcontract or assign services to be furnished under this Agreement without prior written approval of the TOLLWAY, except that the CONSULTANT may without such prior approval, contract with others for

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

## ARTICLE XII

### Suspension

The TOLLWAY may suspend, from time to time, the services of the CONSULTANT pursuant to this Agreement at its sole discretion effective five (5) days after delivery of written notice thereof for any period of time or times not exceeding a total of twelve (12) months. In the event of suspension of this Agreement, not occasioned by violation of the Agreement by the CONSULTANT, the CONSULTANT 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 CONSULTANT. Upon termination and within ten (10) days of said termination, the CONSULTANT shall prepare a detailed Progress Report, including information as to all the work performed by the CONSULTANT and the status of the work as of the date of the termination, and provide any and all other information and documents developed under the terms of this Agreement as requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of the work required to be performed under this Agreement that has been completed by the CONSULTANT. At the request and direction of the Chief Engineer of the TOLLWAY, the CONSULTANT 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 Engineers Manual, June 2006 and as revised thereafter.

The CONSULTANT in the role of Construction Manager shall, within ten (10) days after the date of termination, furnish to the TOLLWAY marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications to date indicated thereon, in accordance with the requirements of the Construction Manager's Manual, March 2013 and as revised thereafter.

In the event the Chief Engineer of the TOLLWAY requires additional services to be performed by the CONSULTANT, the CONSULTANT 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 CONSULTANT.

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

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

**B. Termination for Cause**

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

2. Conditions for termination for cause are as follows:

- a. If CONSULTANT 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 CONSULTANT shall be appointed;
- c. If CONSULTANT shall fail to perform the scope of services, or any part thereof, with the diligence necessary to continue progress and complete the scope of services as prescribed by the time schedule and shall fail to take such steps as directed by the TOLLWAY to remedy delays within five (5) days after written notice thereof from TOLLWAY;
- d. If CONSULTANT 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 CONSULTANT shall prepare a detailed Progress Report, including information as to all the work performed by the CONSULTANT and the status of the work as of the date of the termination, and provide any and all other information and documents requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of services that have been performed under this Agreement by the CONSULTANT. In the case of a dispute between the TOLLWAY and the CONSULTANT, the decision of the Chief Engineer shall be final. At the request and direction of the Chief Engineer of the TOLLWAY, the CONSULTANT shall, within ten (10) days after the date of termination, furnish the TOLLWAY with marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications made up to the termination date indicated thereon, in accordance with the requirements of the Construction Manager's Manual, March 2013 and as revised thereafter. At the request and direction of the Chief Engineer of the TOLLWAY, the CONSULTANT 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 Engineers Manual, June 2006 and as revised thereafter.

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the CONSULTANT at **David Mason & Associates, 464 N. Milwaukee Avenue, Chicago, Illinois 60654**, or to the Chief Engineer, at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XVI

Comptroller Requirements for Contracts

The CONSULTANT and any and all subcontractors under this Agreement agree to maintain the books and records relating to this Agreement for a period of five years from the later of the date of final payment under the Agreement or completion of the Agreement or subcontract. The CONSULTANT further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, the Chief Procurement Officer for General Services, Internal Auditor, and the Purchasing Agency.

## ARTICLE XVII

### Quality Assurance and Quality Control (QA/QC) Plan

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

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

## ARTICLE XVIII

### Miscellaneous

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



IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT RR-13-9149 the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

DAVID MASON & ASSOCIATES /  
HORNER & SHIFRIN, INC.  
A JOINT VENTURE

By [Redacted] 5/12/14  
Chair/Executive Director - Signature Date  
Paula Wolff/Kristi Lafleur

[Redacted] 5/14  
President - Signature Date  
David Mason & Associates

APPROVED:

[Redacted] 5/3/14  
Chief of Finance - Signature Date  
Michael Colsch

DAVID W. MASON  
Printed Name as Signed Above

[Redacted] 1/22/14  
President - Signature Date  
Horner & Shifrin, Inc.

APPROVED:

[Redacted] 5/6/14  
General Counsel - Signature Date  
David Goldberg

Duane Siegfried  
Printed Name as Signed Above

ATTEST: NOTARY

[Redacted Signature]

Secretary - Signature

LINDA R. HOPKINS  
Printed Name as Signed Above



Approved and Found Constitutional  
[Redacted Signature] 5-1-2014  
Attorney General, State of Illinois - Robert Lane - Signature Date

## DESIGN SECTION ENGINEER AND CONSTRUCTION MANAGER PROPOSAL

### FOR CONTRACT RR - 13- 9149

This proposal, dated January 13, 2014, is submitted by David Mason & Associates/Horner & Shifrin, Inc. - Joint Venture

(Firm Name)

of Chicago, IL, hereafter referred to as "Consultant" for Design  
(City & State)

Section Engineering and Construction Management Services.

### LOCATION OF DESIGN and CONSTRUCTION SECTION

The location of the construction Contract RR - 13- 9149 for which we propose to provide Design Section Engineering Services and Construction Manager Services is from Mile Post TBD to Mile Post TBD on the SYSTEMWIDE Tollway(s), in County (Counties), Illinois.

### SCOPE OF DESIGN SECTION ENGINEERING AND CONSTRUCTION MANAGER SERVICES

The Engineering Services, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, dated March 2012 (and as revised), and *Construction Manager's Manual*, dated March 2012 (and as revised) and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

These services shall include the responsibility for administration of the referenced Construction Contract in accordance with the applicable Construction Manager's Manual; manage the work as required by the Contract Documents; responsible for all on-site and off-site material testing; document all activities pertaining to the execution of the work; prepare all reports, payment estimates and other required documents; submit a "Record Drawing" set of plans; submit all project records, documents and the project close-out records properly indexed and cross-referenced in a manner which can be

## RESPONSIBILITY

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

## FEE PROPOSAL

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

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

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

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

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

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

**Exhibit C-2** (Payroll Classification Escalation Table) shall identify the direct labor escalation for the duration of the project. Pay rate increases shall be limited to one per calendar year. Cumulative salary increases for the CONSULTANT may not exceed the direct labor escalation rate listed in Exhibit C-2 for any twelve month period.

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

The direct salary rate allowable for any individual at the outset of the project for invoicing purposes will be the rate listed on a "Certified Payroll Summary" to be submitted by the CONSULTANT at the start of the project. A revised "Certified Payroll Summary" must be submitted at the time of annual salary increases and when a newly

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

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

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

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

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

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

Reimbursement for automotive vehicles furnished by the CONSULTANT as requested by the TOLLWAY shall be at the fixed rate provided in the Allowable Direct Costs. See Exhibit D. Such rate of reimbursement will be considered full payment for all costs including, but not limited to: the furnishing, insuring, operating, and maintaining the automotive vehicles. The term "automotive vehicle" includes automobiles, pick-up trucks, station wagons, vans, and the like. The CONSULTANT shall maintain itemized vehicle usage records for all vehicles billed to the contract. Said records shall contain at a minimum the individual who used the vehicle, the date of usage, and the purpose or

destination.

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

SERVICES BY OTHERS (Exhibit H) - The fees for services provided by all subcontractors shall be summarized on Exhibit H. All subcontractors are required to submit Exhibits A-G. Exhibit H is required if second tier subcontractors are used.

The CONSULTANT understands that the contract is between the TOLLWAY and the CONSULTANT. The CONSULTANT 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 Section Engineering and Construction Manager Services. The authorization for the use of the Additional Services Funds must be in writing from the Chief Engineer of the TOLLWAY.

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the CONSULTANT, for all costs, shall be **\$2,500,000** (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 CONSULTANT, Exhibits A-H must be submitted by the CONSULTANT 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 CONSULTANT 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 and Construction Management fee impacts 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT's responsibility, when the total monies due the CONSULTANT approach 50% of the Total Contract Fee, to review the work accomplished and the work remaining, as well as the project schedule. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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

CONSULTANT 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 CONSULTANT 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 CONSULTANT expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the CONSULTANT fails to obtain prior written approval from the Chief Engineer for an alternative INVOICE submission date. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT's place of business in order to audit the records. If they are not produced in a timely manner by the CONSULTANT, then the CONSULTANT 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 CONSULTANT and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the CONSULTANT'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 CONSULTANT or its subcontractors. The CONSULTANT shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the CONSULTANT, whether those funds are due under this contract or other contracts to which the CONSULTANT is a party either directly with the TOLLWAY or as a subcontractor. In the event the CONSULTANT fails or refuses to reimburse the TOLLWAY for an overpayment, the CONSULTANT 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 CONSULTANT 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 CONSULTANT fails to comply with these requirements, the CONSULTANT may be disqualified or suspended from bidding on or working on future contracts.



THIS PROPOSAL FOR CONSTRUCTION MANAGER SERVICES FOR

CONTRACT RR-13-9149

SUBMITTED BY: Thomas Kracun, PE

FIRM NAME: David Mason & Associates (DMAHSI JV)

ADDRESS: 464 N. Milwaukee Ave

CITY, STATE: Chicago, IL 60654

TELEPHONE: 312-884-5100

FACSIMILE: 312-884-5101

SIGNED BY: 

PRINTED NAME: Thomas Kracun, PE

TITLE: Director of Chicago Operations



STATE OF ILLINOIS  
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-13-9149  
CONTRACTOR (CONSULTANT) NAME: David Mason & Associates of Illinois, Ltd.

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/ldol/index.htm>).
- 1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

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

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

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

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

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

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

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

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

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

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

paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

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

11. **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
12. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
13. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
14. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
15. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
16. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at [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.

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:

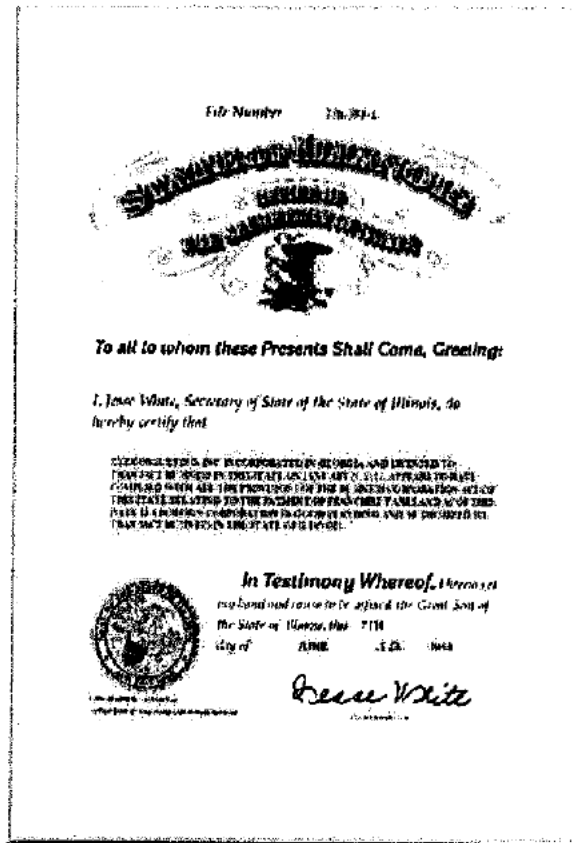
STATE OF ILLINOIS

EVIDENCE OF AUTHORIZATION TO DO OR TRANSACT BUSINESS IN ILLINOIS

ATTACHMENT AA

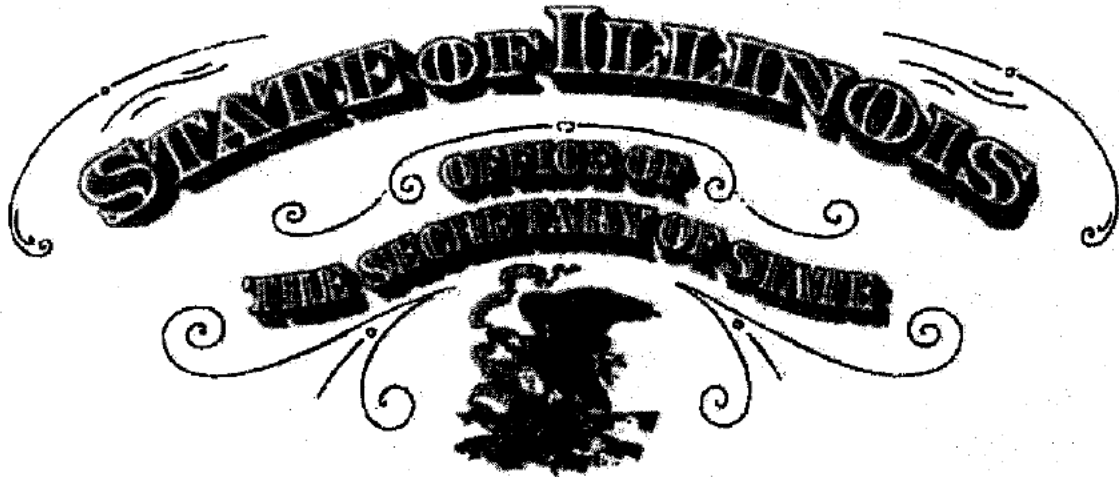
A "Responsible" Vendor must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or offer is submitted for a State contract. For information on registering to conduct business in Illinois, please contact the Illinois Secretary of State's Department of Business Services. ([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



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File Number 6223-811-9



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

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

DAVID MASON & ASSOCIATES OF ILLINOIS, LTD., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JUNE 13, 2002, 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 #: 1303702120

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 6TH day of FEBRUARY A.D. 2013 .***

*Jesse White*

SECRETARY OF STATE

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STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

ATTACHMENT B8

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): David Mason & Associates of Illinois, Ltd

(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: 97137-00

Expiration Date: 5-24-2015

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**

\_\_\_\_\_ 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."
	<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.

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

<b>Agreed:</b>	<b>Agreed:</b>
<b>By:</b>	<b>By:</b>
<b>Signed:</b>	<b>Signed:</b>
<b>Position:</b>	<b>Position:</b>
<b>Date:</b>	<b>Date:</b>

EXHIBIT 19  
 PAGE 22 OF 290

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

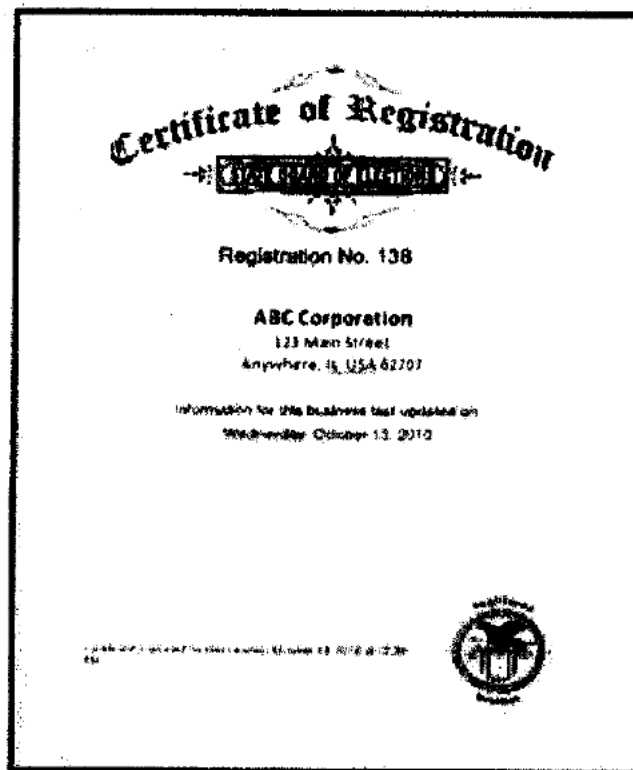
**ATTACHMENT DD**

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**



RECEIVED  
OCT 13 2010  
PAGE 23 OF 290

# Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 14145

**David Mason & Associates of Illinois, Ltd.**

464 North Milwaukee Avenue

Chicago IL 60654-5523

Information for this business last updated on:

Thursday, January 24, 2013

Certificate produced on Thursday, January 24, 2013 at 2:06 PM



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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.

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16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies 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.

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

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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: David Mason & Associates of Illinois, Ltd.

Signature: 

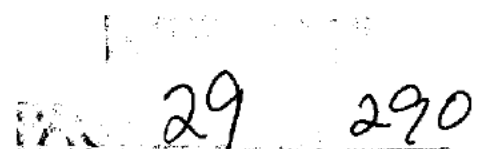
Date: October 22, 2013

Printed Name: David W. Mason

Title: President and CEO

Phone Number: 312-884-5100

Email Address: dmason@davidmason.com

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

Date: October 22, 2013

Project Number: RR-13-9149

Project Name: Design Upon Request - Systemwide

**DELINQUENT DEBT REVIEW**

**Sub Contractor/Consultant Disclosure.**

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

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

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

**Delinquent Payment.** The Contractor/Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 LCS 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:** David Mason & Associates of Illinois, Ltd.

**Federal Employment Identification**

**Number (FEIN):** [REDACTED] David Mason & Associates of Illinois, Ltd.

**E-Mail:** dmason@davidmason.com (David W. Mason)

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

<u>Sub-Contractor(s)</u>	<u>Sub-Contractor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
DMAHSL JV (Homer & Shifrin)	[REDACTED]	640 Pierce Blvd., Ste. 200 O'Fallon, IL 62269	Engineering	\$875,000
Bernardin, Lochmueller and Associates, Inc.	[REDACTED]	3 Oak Drive Maryville, IL 62062	Engineering	\$250,000
TranSmart Technologies, Inc.	[REDACTED]	2802 Coho Street, Ste. 102 Madison, WI 53713	Transportation Technology	\$250,000

**Contractor/Consultant**

**Print** David W. Mason

**Date** 10-22-2013

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**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 - Systemwide
Illinois Procurement Bulletin Number	22031976
Contract Number	RR-13-9149
Vendor Name	David Mason & Associates of Illinois, Ltd.
Doing Business As (DBA)	N/A
Disclosing Entity	David Mason & Associates of Illinois, Ltd.
Disclosing Entity's Parent Entity	N/A
Subcontractor	
Instrument of Ownership or Beneficial Interest	Choose an Item If you selected Other, please describe: Service Corporation

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STEP 1  
SUPPORTING DOCUMENTATION SUBMITTAL

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

Option 1 – Publicly Traded Entities

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

OR

1.B.  Attach a copy of the Federal 10-K, 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**

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.

Name	Address	Percentage of Ownership	\$ Value of Ownership
David W. Mason	464 N. Milwaukee Ave., Chicago, IL 60654	65%	
James O. Hacking	464 N. Milwaukee Ave., Chicago, IL 60654	35%	

**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.

Name	Address	% of Distributive Income	\$ Value of Distributive Income
David W. Mason	464 N. Milwaukee Ave. Chicago, IL 60654	65%	
James O. Hacking	464 N. Milwaukee Ave. Chicago, IL 60654	35%	

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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

**STEP 3  
DISCLOSURE OF LOBBYIST OR AGENT**

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:

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### STEP 4

## PROHIBITED CONFLICTS OF INTEREST

(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: David W. Mason and James O. Hacking

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  
N/A
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  
N/A

### 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: David W. Mason and James O. Hacking

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**

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.

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**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: David W. Mason, James O. Hacking and David Mason & Associates of Illinois, Ltd.

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.

**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 Tollway	Design Upon Request - Systemwide	Pending	\$2,500,000	RR-13-9149

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Agency/ University	Project Title	Status	Value	Contract Reference/P.O./ Illinois Procurement Bulletin #
University of Illinois	Ikenberry Commons Phase III	55%	\$475,000	PSSU 070936
IL Dept of Transportation	Misc. Survey Services	Ongoing	N/A	P-98-007-07
IL Dept. of Transportation	Routes IL 83 and IL 137	Ongoing	N/A	P-91-159-10

Please explain the procurement relationship: Vendor/Subcontractor



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: David Mason & Associates of Illinois, Ltd.

Signature \_\_\_\_\_

Date: October 22, 2013

Printed Name: David W. Mason

Title: President & CEO

Phone Number: 312-884-5100

Email Address: dmason@davidmason.com



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

**ILLINOIS TOLLWAY CONTRACT NO.:** RR-13-9149

**CONTRACTOR (CONSULTANT) NAME:** Horner & Shifrin, 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 \_\_\_\_\_

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"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.

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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.

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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:

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**STATE OF ILLINOIS**  
**DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN**

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

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

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

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

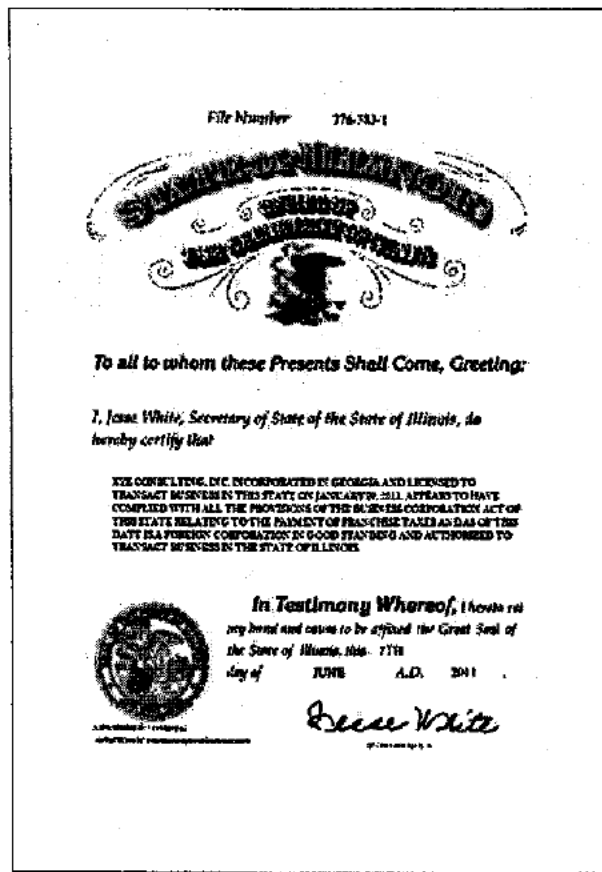
STATE OF ILLINOIS

EVIDENCE OF AUTHORIZATION TO DO OR TRANACT BUSINESS IN ILLINOIS

ATTACHMENT AA

A "Responsible" Vendor must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or offer is submitted for a State contract. For information on registering to conduct business in Illinois, please contact the Illinois Secretary of State's Department of Business Services. ([http://cyberdriveillinois.com/departments/business\\_services/home.html](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



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

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

HORNER & SHIFRIN, INC., INCORPORATED IN MISSOURI AND LICENSED TO TRANACT BUSINESS IN THIS STATE ON MARCH 17, 1980, 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 A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1402201584

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 22ND*  
*day of JANUARY A.D. 2014*

*Jesse White*

SECRETARY OF STATE

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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): Horner & Shifrin, 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: 113137-01

Expiration Date: 02-02-2017

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**

**DMAHSI JV** 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."
	<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.

**DMAHSI JV** hereby agrees to the exceptions provided by The Tollway and to the Additional Terms and Conditions provided by The Tollway.

<b>Agreed:</b>	<b>Agreed:</b>
<b>By:</b>	<b>By:</b>
<b>Signed:</b>	<b>Signed:</b>
<b>Position:</b>	<b>Position:</b>
<b>Date:</b>	<b>Date:</b>

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

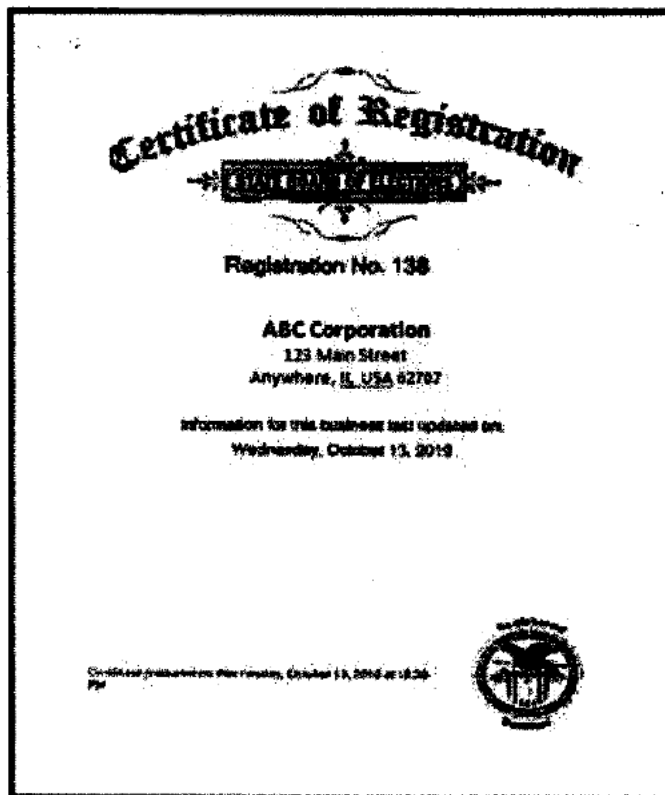
**ATTACHMENT DD**

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

STATE BOARD OF ELECTIONS

Registration No. 10173

**Horner & Shifrin, Inc.**

5200 Oakland Ave.

St. Louis MO 63110

Information for this business last updated on:

Tuesday, January 08, 2013

Certificate produced on Thursday, January 30, 2014 at 3:50 PM



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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.

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.

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). 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.

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Name of Certifying Entity: Horner & Shifrin, Inc.

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

Date: January 23, 2014

Printed Name: Steven R. Donahue, PE

Title: Associate Vice President & Office Manager

Phone Number: 618-622-6825

Email Address: SDonahue@HomerShifrin.com

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**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: Horner & Shifrin, Inc.

Taxpayer Identification Number

Social Security Number:

or

Employer Identification Number: [REDACTED]

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<br>medical and/or health care services                | <input type="checkbox"/> Limited Liability Company              |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing<br>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: [REDACTED]

Date:

January 23, 2014

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

Date: January 23, 2014 Project Number: RR-13-9149

Project Name: Design Upon Request- Systemwide

DELINQUENT DEBT REVIEW

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

Contractor/Consultant: Homer & Shifrin, Inc

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: SDonahue@HornerShifrin.com (Steve Donahue)

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)

[REDACTED]

Print Steven R. Donahue Date 1/23/2014

*Contractor/Consultant*

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**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- Systemwide
Illinois Procurement Bulletin Number	22031976
Contract Number	RR-13-9149
Vendor Name	Horner & Shifrin, Inc.
Doing Business As (DBA)	NA
Disclosing Entity	Horner & Shifrin, Inc.
Disclosing Entity's Parent Entity	Horner & Shifrin, Inc. Employee Stock Ownership Plan
Subcontractor	
Instrument of Ownership or Beneficial Interest	Choose an item. <input checked="" 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)

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Subcontractors with subcontract annual value of more than \$50,000 must complete

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

Option 1 – Publicly Traded Entities

1.A.  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 proprietors, must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

62 290

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
Homer & Shifrin, Inc. Employee Stock Ownership Plan	5200 Oakland Avenue St. Louis, MO 63110	100%	

**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
Homer & Shifrin, Inc. Employee Stock Ownership Plan	5200 Oakland Avenue St. Louis, MO 63110	100%	

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

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

Yes  No

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

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

TABLE - Z	
Name	Address

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

Yes  No. Is your company represented by or do you employ a lobbyist 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:

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## 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:

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 \$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:

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 \$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.

NA

**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)

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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: **Horner & Shifrin, 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.

**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 Tollway	Design Upon Request - Systemwide	Pending	\$2,500,000	RR-13-9149
IDOT	Business Loop 55 over Salt Creek - Phase 2	On-Going	\$293,584	IDOT PTB 141 Item 19
IDOT	Phase I/II for three structures	On-Going	\$416,655	IDOT PTB 146 Item 23
IDOT	Various Phase I/II work in District 8	On-Going	\$40,834	IDOT PTB 148 Item 31
IDOT	Various Phase I/II work in District 8	On-Going	\$10,085	IDOT PTB 151 Item 43
IDOT	IL 3 Reconstruction -	On-Going	\$2,659,143	IDOT PTB Special 890-

67 210

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
	Phase I/II			146
IDOT	Various Phase I/II work in District 4	On-Going	\$246,394	IDOT PTB 154 Item 34
IDOT	Various Phase I/II work in District 6	On-Going	\$305,270	IDOT PTB 157 Item 37
IDOT	Alton-Godfrey Expressway – Phase I/II	On-Going	\$1,547,200	IDOT PTB 160 Item 17
IDOT	Various Phase I/II work in District 6	On-Going	\$164,934	IDOT PTB 151 Item 30
IDOT	I-66, Proposed Expressway	On-Going	\$1,451,618	IDOT PTB 162 Item 29
IDOT	Proposed Bridge for MLK Eastbound – Phase II	On-Going	\$1,239,136	IDOT PTB 166 Item 11
CDB	IDOT District 6 Lintel	On-Going	\$500	PSB Volume 157, Project 630-432-038
CDB	Illinois State Police Elevator	On-Going	\$8,700	PSB Volume 169, Project 291-275-003
CDB	Install Emergency Generator, Vandalia Correctional Center	On-Going	\$106,600	PSB Volume 182, Project 120-240-054
CDB	Upgrade HVAC, System, Dept. of Military Affairs	Pending	\$60,000	PSB Volume 189, Project No. 546-345-012
CDB	Renovate Records Center, Hanley Building	Pending	\$35,000	PSB Volume 191, Project No. 630-442-050

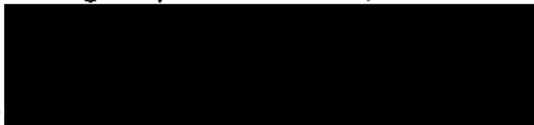
Please explain the procurement relationship: Vendor / Subcontractor

**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: Horner & Shifrin, Inc.



Signature:

Date: January 23, 2014

Printed Name: Steven R. Donahue, PE

Title: Authorized Agent / Office Manager

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Phone Number: 618-622-6825

Email SDonahue@HornerShifrin.com

**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- Systemwide
Illinois Procurement Bulletin Number	22031976
Contract Number	RR-13-9149
Vendor Name	Horner & Shifrin, Inc.
Doing Business As (DBA)	NA
Disclosing Entity	Horner & Shifrin, Inc. Employee Stock Ownership Plan
Disclosing Entity's Parent Entity	
Subcontractor	
Instrument of Ownership or Beneficial Interest	Choose an item. <input checked="" type="checkbox"/> If you selected Other, please describe: ESOP

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## STEP 1

### SUPPORTING DOCUMENTATION SUBMITTAL

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

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

Option 1 – Publicly Traded Entities

- 1.A.  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.

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**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
John A. Lauth	[REDACTED]	6%	

**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
John A. Lauth	[REDACTED]	6%	

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.

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Yes  No

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

Yes  No

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

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

TABLE – Z	
Name	Address

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

Yes  No. Is your company represented by or do you employ a lobbyist 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:

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## 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: **John A. Lauth**

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 \$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: **John A. Lauth**

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

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3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

**STEP 6**  
**EXPLANATION OF AFFIRMATIVE RESPONSES**  
(All vendors must complete regardless of annual bid, offer, or contract value)  
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 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.

NA

**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)

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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: **John A. Lauth and the Horner & Shifrin, Inc. Employee Stock Ownership Plan**

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.

**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 #

76 290

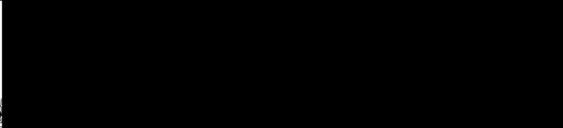
Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship:

**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: Horner & Shifrin, Inc. Employee Stock Ownership Plan

Signature: 

Date: January 23, 2014

Printed Name: Steven R. Donahue, PE

Title: Trustee

Phone Number: 618-622-6825

Email SDonahue@HornerShifrin.com

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# CERTIFICATE OF LIABILITY INSURANCE

DAVID-1

OP ID: SZ

DATE (MMDDYYYY)  
04/21/2014

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> Bowersox Insurance Agency Co 3537 S Kingshighway St Louis, MO 63138 Susan Cliff	Phone: 314-832-8010 Fax: 314-832-6225	<b>CONTACT NAME:</b> PHONE (A/C, H/O, Ext): E-MAIL: ADDRESS:  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: Secura Insurance Company</td> <td style="border: none;">22543</td> </tr> <tr> <td style="border: none;">INSURER B: Argonaut Insurance Co.</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C: Continental Casualty Co.</td> <td style="border: none;">20443</td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Secura Insurance Company	22543	INSURER B: Argonaut Insurance Co.		INSURER C: Continental Casualty Co.	20443	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																
INSURER E:																
INSURER F:																
<b>INSURED:</b> David Mason & Assoc of IL Ltd 464 North Milwaukee Chicago, IL 60654																

**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.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL INSR. NO.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	BP3163957-3	06/01/2013	08/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp. Ben. \$ 1,000,000
	<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					X
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE COV <input checked="" type="checkbox"/> RETENTION \$ 10,000		CU3163959-3	06/01/2013	08/01/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<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 type="checkbox"/> N/A	WC927719298074	10/01/2013	10/01/2014	<input checked="" type="checkbox"/> WC STATE TOBY LIMITS <input type="checkbox"/> OTH-GR E/L EACH ACCIDENT \$ 1,000,000 E/L DISEASE - EA EMPLOYER \$ 1,000,000 E/L DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Professional Liab</b>		AEH006086754	10/11/2013	10/11/2014	Per Claim 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Project: Illinois Tollway DTR RR-13-9149  
 eflores@getipass.com

<b>CERTIFICATE HOLDER</b>  ILSTATE  Illinois State Toll Highway Authority Eduardo Flores 2700 Ogden Ave Downers Grove, IL 60515	<b>CANCELLATION</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.  AUTHORIZED REPRESENTATIVE <div style="background-color: black; width: 100px; height: 20px; margin: 5px 0;"></div>
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**NOTEPAD:**

HOLDER CODE ILSTATE  
INSURED'S NAME David Mason & Assoc of IL Ltd

DAVID-1  
OP ID: SZ

PAGE 2  
DATE 04/21/14

David Mason & Associates of Illinois LTD and Horner & Shifrin, Inc JV, Illinois Toll Highway Authority, and Horner & Shifrin, Inc are included as additional insured as respects General Liability pursuant to the attached form ILE 1037 and Automobile Liability pursuant to the attached form CAE 0131.

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# AUTO ADDITIONAL INSURED WRAP

This endorsement changes your policy. Please read it carefully.

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage Form apply unless modified by the endorsement.

## A. AUTOMATIC ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY

SECTION II – LIABILITY COVERAGE, subsection A. Coverage, paragraph 1. Who Is An Insured is amended to add:

### d. (1) Automatic Additional Insured – Primary And Noncontributory

Any person or organization is an additional insured when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto", provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. This insurance is primary and is not contributing with any other insurance carried by the additional insured.

### (2) Blanket Lessor Additional Insured Provisions

If the additional Insured is a lessor of a "leased auto";

#### (a) Coverage

- i. Any "leased auto" that is a covered "auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

For a covered "auto" that is a "leased auto" Who Is An Insured is changed to include as an "Insured" the lessor.

- ii. The coverages provided under this endorsement apply to any "leased auto" until the policy expiration date, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

#### (b) Loss Payable Clause

- i. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto".
- ii. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- iii. If we make any payment to the lessor, we will obtain his or her rights against any other party.

(c) The lessor is not liable for payment of your premiums.

#### (d) Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that required you to provide direct primary insurance for the lessor.

**B. WAIVER – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

SECTION IV – BUSINESS AUTO CONDITIONS, subsection A. Loss Conditions, paragraph 5. Transfer Of Rights Of Recovery Against Others To Us is amended to add:

We waive any right of recovery we may have against any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be waived from recovery because of payments we make for injury or damage arising out of an "accident" and resulting from the ownership, maintenance or use of a covered "auto". However, our rights may only be waived prior to the "accident" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## ADDITIONAL INSURED WRAP

This Endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
BUSINESSOWNERS LIABILITY COVERAGE FORM

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by this Endorsement.

Additional Insured provisions provided in this endorsement contain equivalent language to Insurance Services Office Endorsements CG 20 10 07 04 and CG 20 37 07 04. If a written contract or written agreement between you and the additional insured specifies that coverage for the additional insured form be provided by Endorsements CG 20 10 07 04 and/or CG 20 37 07 04, this endorsement shall be interpreted to comply with such requirement, but only to the extent that such coverage is included within the terms of the Coverage Part to which this endorsement is attached.

### A. Additional Insured When Required By Written Construction Contract

#### 1. Operations Performed For An Additional Insured

WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement prior to a loss, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this provision ends at the earlier of when your operations for that additional insured are completed; or the end of the policy period.

#### 2. Limitations

The Operations Performed For An Additional Insured coverage is limited as follows:

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.
- b. This insurance does not apply to "bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.

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- d. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

**B. Additional Insured When Required By Written Construction Contract – Completed Operations**

**1. Additional Insured – Completed Operations**

WHO IS AN INSURED is amended to include as an additional insured any person or organization, when you and such person or organization have agreed in a written contract or written agreement prior to a loss, that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

**2. Limitations**

The Additional Insured - Completed Operations coverage is limited as follows:

- a. A person or organization's status as an insured under Additional Insured - Completed Operations continues only until the earlier of the end of the policy period, or the period of time required by the written contract or written agreement. If no time period is required by the written contract or written agreement, a person or organization's status as an additional insured under this endorsement will not apply beyond the lesser of the end of the policy period, or five years from the completion of "your work" on the project which is the subject of the written contract or written agreement.
- b. The insurance as provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
- c. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- d. The coverage provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under DEFINITIONS do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- e. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

**C. Primary And Noncontributory**

As respects the coverage provided under this endorsement, the Other Insurance Condition is amended as follows:

The paragraph regarding Excess Insurance is deleted and replaced with the following:

**Excess Insurance**

This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written contract or written agreement described in A. and B. above specifically requires that this insurance be either primary or primary and noncontributory. Then this insurance is primary and not contributing with any insurance available to the additional insured which covers that person or organization as a named insured.

**D. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

As respects the coverage provided under this endorsement, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

We waive any right of recovery we may have to recover we make for all or part of any payment we have made under this Coverage Part arising out of "your work" under a written contract or written agreement

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requiring such waiver with that person or organization. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

**E. Amendment – Aggregate Limits Of Insurance (Per Project)**

Under LIMITS OF INSURANCE shown on the Declarations, the General Aggregate Limit applies separately to each of your projects away from the premises owned by you or rented to you. This extension does not apply to the "products-completed operations hazard".

**F. Additional Condition**

The following condition is added:

**Additional Insured Duty To Notify**

The additional insured described in A. or B. above must give written notice of loss, including a demand for defense and indemnity, to any other insurer having coverage for the loss under its policies. Such notice must demand full coverage available and the additional insured shall not waive or limit such other available coverage.

This additional condition does not apply to the insurance available to the additional insured which covers that person or organization as a named insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/21/2014

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).

PRODUCER Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350	CONTACT NAME: Cooper Smith	
	PHONE (A/C No. Ex): (770) 552-4225 FAX (A/C No.): (866) 550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com	
INSURED Horner & Shifrin, Inc. 5200 Oakland Avenue St. Louis MO 63110-1490	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Sentinel Insurance Company, LTD	11000
	INSURER B: Hartford Accident and Indemnity	22357
	INSURER C: Catlin Insurance Company	19518
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 13-14 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	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		20SBAAC5243	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		20UECZ02891	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$		20SBAAC5243	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	20WBCAD8454	12/31/2013	12/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	C Professional Liability		AED-93563-1214	12/31/2013	12/31/2014	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Project - Illinois Tollway DUR RR-13-9149. David Mason & Associates of Illinois LTD, Horner & Shifrin Inc. JV & Illinois Toll Highway Authority are named as Additional Insureds with respects to General & Automobile Liability where required by written contract.

CERTIFICATE HOLDER Illinois State Toll Highway Authority Eduardo Flores 2700 Ogden Avenue Downers Grove, IL 60515	CANCELLATION 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 David Collings/JERRY

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Policy Number: 20SBAAC5243

# BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "Insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

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## A. COVERAGES

### 1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

#### Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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## BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

### e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
  - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
  - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

## 2. MEDICAL EXPENSES

### Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

- (1) All expenses we incur.
- (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- (5) All costs taxed against the insured in the "suit".
- (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

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b. If we defend an Insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the Indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
  - (a) Agrees in writing to:
    - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
    - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (b) Provides us with written authorization to:
    - (i) Obtain records and other information related to the "suit"; and
    - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. - Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of insurance.

Our obligation to defend an Insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

**B. EXCLUSIONS**

**1. Applicable To Business Liability Coverage**

This insurance does not apply to:

**a. Expected Or Intended Injury**

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the Insured with the expectation of inflicting "personal and advertising injury".

**b. Contractual Liability**

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

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## BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

### f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or



- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or

released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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**BUSINESS LIABILITY COVERAGE FORM**

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

**i. War**

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Professional Services**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

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- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
  - (a) Body piercing (not including ear piercing);
  - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
  - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

**k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**l. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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**BUSINESS LIABILITY COVERAGE FORM**

**o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**p. Personal And Advertising Injury**

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
  - (a) Advertising, broadcasting, publishing or telecasting;
  - (b) Designing or determining content of web sites for others; or
  - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. - Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
  - (a) An "advertisement" for others on your web site;
  - (b) Placing a link to a web site of others on your web site;
  - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
  - (d) Computer code, software or programming used to enable:
    - (i) Your web site; or
    - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

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- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

**q. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

**r. Employment-Related Practices**

"Bodily Injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**s. Asbestos**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You - Exception For Damage By Fire, Lightning or Explosion**

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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## BUSINESS LIABILITY COVERAGE FORM

### 2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

#### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

#### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

#### f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

#### g. Business Liability Exclusions

Excluded under Business Liability Coverage.

## C. WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

#### a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

#### (1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

#### (2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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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 execution of the contract or agreement, or the issuance of the permit.

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

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. - Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily Injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Subparagraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, 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 specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

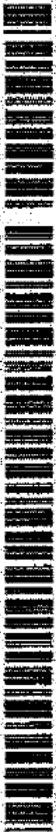
**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:  
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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## BUSINESS LIABILITY COVERAGE FORM

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

The limits of insurance that apply to additional insureds are described in Section D. - Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. - Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

#### 1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

#### 2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

#### 3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

#### 4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

#### 5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

#### 6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties in The Event Of Occurrence, Offense, Claim Or Suit**

**a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

**c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

**d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that 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.

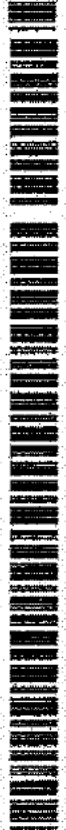
**f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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## BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

### 3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

### 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### 6. Representations

#### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

#### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

#### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

#### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

#### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

#### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.

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**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**(b) 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.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has 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 the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

**1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. in the performance of your ongoing operations; or
- b. in connection with your premises owned by or rented to you.

**2. Additional Insured - Managers Or Lessors Of Premises**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision - Permits**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

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Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

**7. Additional Insured – Vendors**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Controlling Interest**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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## BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

### 9. Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

### 10. Additional Insured - Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured - Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. - Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. - Liability And Medical Expenses General Conditions.

## G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

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- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in a. above;
  - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
  - a. Stored as or on;
  - b. Created or used on; or
  - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
- If such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

**12. "Insured contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. -- Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

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## BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;

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**BUSINESS LIABILITY COVERAGE FORM**

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written or electronic publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

- a. Is not your "employee";

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**BUSINESS LIABILITY COVERAGE FORM**

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**24. "Your product":**

**a. Means:**

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes:**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**25. "Your work":**

**a. Means:**

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

# Contract Information Sheet

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

Consultant Name: David Mason / Horner & Shifrin Joint Venture

Contract Number: RR-13-9149

Proposal Date: 1/13/2014

**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

1/13/2014  
MS 113 290

Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	18,402
													TOTAL HOURS	
MONTHS of YEAR 2014														
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Admin 1				12	0	0	0	0	0	0	0	0	0	12
Admin 2				16	0	0	0	0	0	0	0	0	0	16
Admin 3				20	0	0	0	0	0	0	0	0	0	20
Admin 5				16	8	8	8	8	8	8	8	8	8	80
Designer 1				64	32	32	32	32	32	32	32	32	32	320
Designer 2				4	4	4	8	8	8	8	8	8	8	60
Designer 3				4	4	4	8	8	8	8	8	8	8	60
Division Manager 1				8	4	4	4	4	4	4	4	4	4	40
Division Manager 2				16	8	8	8	8	8	8	8	8	8	80
Division Manager 3				24	24	24	24	42	48	48	48	48	48	330
Information Technology 1				19	0	0	0	0	0	0	0	0	0	19
Information Technology 3				10	0	0	0	0	0	0	0	0	0	10
Principal 01				4	2	2	2	2	2	2	2	2	2	20
Principal 02				4	2	2	2	2	2	2	2	2	2	20
Principal 10				4	2	2	2	2	2	2	2	2	2	20
Project Manager 1				16	8	8	8	8	8	8	8	8	8	80
Project Manager 2				16	16	16	16	16	16	16	16	16	16	144
Project Manager 3				48	48	48	48	48	40	40	40	40	40	400
Staff Architect 3				8	4	4	4	4	4	4	4	4	4	40
Staff Engineer 1				48	48	48	48	48	40	40	40	40	40	400
<b>TOTALS</b>				361	214	214	222	240	230	230	230	230	230	2171

Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Staff Engineer 2				48	48	48	48	48	40	40	40	40	400
Staff Engineer 3				48	48	48	48	48	40	40	40	40	400
Staff Surveyor 1				10	10	0	0	0	0	0	0	0	20
Staff Surveyor 3				10	10	0	0	0	0	0	0	0	20
Staff Technician "Intern"				20	10	10	10	10	10	10	10	10	100
Staff Technician 1				72	72	72	72	72	60	60	60	60	600
Staff Technician 2				72	72	72	72	72	60	60	60	60	600
Staff Technician 3				24	24	24	24	24	20	20	20	20	200
Survey Crew Chief 2				5	0	0	0	0	0	0	0	0	5
Survey Field Technician 1				5	0	0	0	0	0	0	0	0	5
Survey Field Technician 2				5	0	0	0	0	0	0	0	0	5
AP1 PROFESSIONAL 1				8	0	0	0	0	0	0	0	0	8
AT1 CLERICAL 1				8	0	0	0	0	0	0	0	0	8
AT4 CLERICAL 3				2	2	2	2	2	2	2	2	2	18
BP1 AVP BUILDING SERVICES				16	8	8	8	8	8	8	8	8	80
BP3 SR PM BUILDING SERVICES				16	8	8	8	8	8	8	8	8	80
BP4 SR PM BUILDING SERVICES				8	4	4	4	4	4	4	4	4	40
BP5 SR PM BUILDING SERVICES				8	4	4	4	4	4	4	4	4	40

Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

BP8 PM BUILDING SERVICES				8	4	4	4	4	4	4	4	4	4	40
BT2 SR DESIGNER BUILDING SERVICES				16	8	8	8	8	8	8	8	8	8	80
<b>TOTALS</b>				<b>409</b>	<b>332</b>	<b>312</b>	<b>312</b>	<b>312</b>	<b>268</b>	<b>268</b>	<b>268</b>	<b>268</b>	<b>268</b>	<b>2749</b>

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Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2014												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
BT3 DESIGNER BUILDING SERVICES				16	8	8	8	8	8	8	8	8	8	80
CP1 DEPT MGR CONSTR ADMIN				8	0	0	0	0	0	0	0	0	0	8
CP3 PROJ ENGR CONSTR ADMIN				8	0	0	0	0	0	0	0	0	0	8
EP1 VP ENV ENGR				8	0	0	0	0	0	0	0	0	0	8
EP2 AVP ENV ENGR				8	0	0	0	0	0	0	0	0	0	8
EP4 SR PM ENV ENGR				10	10	10	10	0	0	0	0	0	0	40
EP5 SR PM ENV ENGR				10	10	10	10	0	0	0	0	0	0	40
EP6 PM ENV ENGR				10	10	10	10	0	0	0	0	0	0	40
EP7 PM ENV ENGR				10	10	10	10	0	0	0	0	0	0	40
EP8 PM ENV ENGR				10	10	10	10	0	0	0	0	0	0	40
EP9 PM ENV ENGR				10	10	10	10	0	0	0	0	0	0	40
EP10 DESIGN ENGR ENV ENGR				10	10	10	10	0	0	0	0	0	0	40
EP11 DESIGN ENGR ENV ENGR				10	10	10	10	0	0	0	0	0	0	40
ET1 PROF DESIGNER ENV ENGR				10	10	10	10	0	0	0	0	0	0	40
ET4 CAD TECH ENV ENGR				10	10	10	10	0	0	0	0	0	0	40
GP1 MGR - GENERAL STAFF				4	4	4	4	0	0	0	0	0	0	16

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GP7 ASST MGR - GENERAL STAFF				4	4	4	4	0	0	0	0	0	16
GT3 COORDINATOR				4	4	4	4	0	0	0	0	0	16
GT4 COORDINATOR				4	4	4	4	0	0	0	0	0	16
GT5 COORDINATOR				4	4	4	4	0	0	0	0	0	16
<b>TOTALS</b>				<b>168</b>	<b>128</b>	<b>128</b>	<b>128</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>592</b>

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Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
IP1 AVP GIS/IT/SURVEY				10	10	10	10	0	0	0	0	0	40
IP2 SENIOR GIS/IT PROFESSIONAL				10	10	10	10	0	0	0	0	0	40
IT4 GIS TECH				10	10	10	10	0	0	0	0	0	40
SP1 AVP ST ENGR				10	10	10	10	10	10	10	10	0	80
SP3 AVP ST ENGR				10	10	10	10	10	10	10	10	0	80
SP4 SR PM ST ENGR				20	10	10	10	10	10	10	10	10	100
SP5 SR PM ST ENGR				16	8	8	8	8	8	8	8	8	80
SP7 PM ST ENGR				16	8	8	8	8	8	8	8	8	80
SP8 PM ST ENGR				16	8	8	8	8	8	8	8	8	80
SP9 SR PE ST ENGR				16	8	8	8	8	8	8	8	8	80
SP10 DESIGN ENGR ST ENGR				16	8	8	8	8	8	8	8	8	80
SP11 ENGR ST ENGR				16	8	8	8	8	8	8	8	8	80
SP12 ENGR ST ENGR				16	8	8	8	8	8	8	8	8	80
ST1 PROF DESIGNER ST ENGR				16	8	8	8	8	8	8	8	8	80
ST2 DESIGNER ST ENGR				16	8	8	8	8	8	8	8	8	80
ST4 TECH ST ENGR				16	8	8	8	8	8	8	8	8	80
SU2 LICENSED LAND SURVEYOR				8	0	0	0	0	0	0	0	0	8

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Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

SU4 SURVEY INSTRUMENT TECHNICIAN			8	0	0	0	0	0	0	0	0	8
SU5 JR SURVEY TECHNICIAN			8	0	0	0	0	0	0	0	0	8
TP1 VP TRANS ENGR			10	10	10	10	10	10	10	10	0	80
<b>TOTALS</b>			<b>264</b>	<b>150</b>	<b>150</b>	<b>150</b>	<b>120</b>	<b>120</b>	<b>120</b>	<b>120</b>	<b>90</b>	<b>1284</b>

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Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
TP2 AVP TRANS ENGR				20	10	10	10	10	10	10	10	10	100
TP3 AVP TRANS ENGR				20	10	10	10	10	10	10	10	10	100
TP4 ENGR MGR TRANS ENGR				10	10	10	10	10	10	10	10	10	90
TP5 SR PM TRANS ENGR				10	10	10	10	10	10	10	10	10	90
TP6 PM TRANS ENGR				16	8	8	8	8	8	8	8	8	80
TP7 SR PE TRANS ENGR				16	8	8	8	8	8	8	8	8	80
TP8 PM TRANS ENGR				16	8	8	8	8	8	8	8	8	80
TP9 SR PE TRANS ENGR				16	8	8	8	8	8	8	8	8	80
TP10 DESIGN ENGR TRANS ENGR				16	8	8	8	8	8	8	8	8	80
TP11 ENGR TRANS ENGR				16	8	8	8	8	8	8	8	8	80
TP12 ENGR TRANS ENGR				16	8	8	8	8	8	8	8	8	80
TT1 PROF DESIGNER TRANS ENGR				16	8	8	8	8	8	8	8	8	80
TT3 DESIGNER TRANS ENGR				16	8	8	8	8	8	8	8	8	80

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<b>TOTALS</b>				204	112	112	112	112	112	112	112	112	112	1100

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Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

**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	
Admin 1	0	0	0	0	0	0	0	0	0	0	0	0	0
Admin 2	0	0	0	0	0	0	0	0	0	0	0	0	0
Admin 3	0	0	0	0	0	0	0	0	0	0	0	0	0
Admin 5	8	8	8	8	8	8	8	8	8	8	8	8	8
Designer 1	32	32	32	32	32	32	32	32	32	32	32	32	32
Designer 2	8	8	8	8	8	8	8	8	8	8	8	8	8
Designer 3	8	8	8	8	8	8	8	8	8	8	8	8	8
Division Manager 1	4	4	4	4	4	4	4	4	4	4	4	4	4
Division Manager 2	8	8	8	8	8	8	8	8	8	8	8	8	8
Division Manager 3	48	48	48	48	48	48	48	48	48	48	48	48	48
Information Technology 1	0	0	0	0	0	0	0	0	0	0	0	0	0
Information Technology 3	0	0	0	0	0	0	0	0	0	0	0	0	0
Principal 01	2	2	2	2	2	2	2	2	2	2	2	2	2
Principal 02	2	2	2	2	2	2	2	2	2	2	2	2	2
Principal 10	2	2	2	2	2	2	2	2	2	2	2	2	2
Project Manager 1	8	8	8	8	8	8	8	8	8	8	8	8	8
Project Manager 2	16	16	8	8	8	8	8	8	8	8	8	8	8
Project Manager 3	40	40	40	40	40	40	40	40	40	40	40	40	40
Staff Architect 3	4	4	4	4	4	4	4	4	4	4	4	4	4
Staff Engineer 1	40	40	40	40	40	40	40	40	40	40	40	40	40
<b>TOTALS</b>	<b>230</b>	<b>230</b>	<b>222</b>	<b>222</b>	<b>222</b>	<b>222</b>	<b>222</b>	<b>222</b>	<b>222</b>	<b>222</b>	<b>222</b>	<b>222</b>	<b>2680</b>

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Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

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	
Staff Engineer 2	40	40	40	40	40	40	40	40	40	40	40	40	480
Staff Engineer 3	40	40	40	40	40	40	40	40	40	40	40	40	480
Staff Surveyor 1	0	0	0	0	0	0	0	0	0	0	0	0	
Staff Surveyor 3	0	0	0	0	0	0	0	0	0	0	0	0	
Staff Technician "Intern"	10	10	10	10	10	10	10	10	10	10	10	10	120
Staff Technician 1	60	60	60	60	60	60	60	60	60	60	60	60	720
Staff Technician 2	60	60	60	60	60	60	60	60	60	60	60	60	720
Staff Technician 3	20	20	20	20	20	20	20	20	20	20	20	20	240
Survey Crew Chief 2	0	0	0	0	0	0	0	0	0	0	0	0	
Survey Field Technician 1	0	0	0	0	0	0	0	0	0	0	0	0	
Survey Field Technician 2	0	0	0	0	0	0	0	0	0	0	0	0	
AP1 PROFESSIONAL 1	0	0	0	0	0	0	0	0	0	0	0	0	
AT1 CLERICAL 1	0	0	0	0	0	0	0	0	0	0	0	0	
AT4 CLERICAL 3	2	2	2	2	2	2	2	2	2	2	0	0	20
BP1 AVP BUILDING SERVICES	8	8	8	8	8	8	8	8	8	8	8	8	96
BP3 SR PM BUILDING SERVICES	8	8	8	8	8	8	8	8	8	8	8	8	96
BP4 SR PM BUILDING SERVICES	4	4	4	4	4	4	4	4	4	4	4	4	48
BP5 SR PM BUILDING SERVICES	4	4	4	4	4	4	4	4	4	4	4	4	48

124 290



Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

BP8 PM BUILDING SERVICES	4	4	4	4	4	4	4	4	4	4	4	4	4	48
BT2 SR DESIGNER BUILDING SERVICES	8	8	8	8	8	8	8	8	8	8	8	8	8	96
<b>TOTALS</b>	<b>268</b>	<b>268</b>	<b>268</b>	<b>268</b>	<b>268</b>	<b>268</b>	<b>268</b>	<b>268</b>	<b>268</b>	<b>268</b>	<b>268</b>	<b>266</b>	<b>266</b>	<b>3212</b>

125 290

Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

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	
BT3 DESIGNER BUILDING SERVICES	8	8	8	8	8	8	8	8	8	8	8	8	96
CP1 DEPT MGR CONSTR ADMIN	0	0	0	0	0	0	0	0	0	0	0	0	0
CP3 PROJ ENGR CONSTR ADMIN	0	0	0	0	0	0	0	0	0	0	0	0	0
EP1 VP ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
EP2 AVP ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
EP4 SR PM ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
EP5 SR PM ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
EP6 PM ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
EP7 PM ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
EP8 PM ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
EP9 PM ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
EP10 DESIGN ENGR ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
EP11 DESIGN ENGR ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
ET1 PROF DESIGNER ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
ET4 CAD TECH ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
GP1 MGR - GENERAL STAFF	0	0	0	0	0	0	0	0	0	0	0	0	0

Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

GP7 ASST MGR -															
GENERAL STAFF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
GT3 COORDINATOR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
GT4 COORDINATOR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
GT5 COORDINATOR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>TOTALS</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>96</b>

127 290

Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

**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		
IP1 AVP GIS/IT/SURVEY	0	0	0	0	0	0	0	0	0	0	0	0	0	
IP2 SENIOR GIS/IT PROFESSIONAL	0	0	0	0	0	0	0	0	0	0	0	0	0	
IT4 GIS TECH	0	0	0	0	0	0	0	0	0	0	0	0	0	
SP1 AVP ST ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0	
SP3 AVP ST ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0	
SP4 SR PM ST ENGR	10	10	10	10	10	10	10	10	10	10	10	10	10	120
SP5 SR PM ST ENGR	8	8	8	8	8	8	8	8	8	8	8	8	8	96
SP7 PM ST ENGR	8	8	8	8	8	8	8	8	8	8	8	8	8	96
SP8 PM ST ENGR	8	8	8	8	8	8	8	8	8	8	8	8	8	96
SP9 SR PE ST ENGR	8	8	8	8	8	8	8	8	8	8	8	8	8	96
SP10 DESIGN ENGR ST ENGR	8	8	8	8	8	8	8	8	8	8	8	8	8	96
SP11 ENGR ST ENGR	8	8	8	8	8	8	8	8	8	8	8	8	8	96
SP12 ENGR ST ENGR	8	8	8	8	8	8	8	8	8	8	8	8	8	96
ST1 PROF DESIGNER ST ENGR	8	8	8	8	8	8	8	8	8	8	8	8	8	96
ST2 DESIGNER ST ENGR	8	8	8	8	8	8	8	8	8	8	8	8	8	96
ST4 TECH ST ENGR	8	8	8	8	8	8	8	8	8	8	8	8	8	96
SU2 LICENSED LAND SURVEYOR	0	0	0	0	0	0	0	0	0	0	0	0	0	

128 290

Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

SU4 SURVEY INSTRUM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SU5 JR SURVEY TECH	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TP1 VP TRANS ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTALS</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>1080</b>

129 290

Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

**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	
TP2 AVP TRANS ENGR	10	10	10	10	10	10	10	10	10	10	10	10	120
TP3 AVP TRANS ENGR	10	10	10	10	10	10	10	10	10	10	10	10	120
TP4 ENGR MGR TRANS ENGR	10	10	10	10	10	10	10	10	10	10	10	10	120
TP5 SR PM TRANS ENGR	10	10	10	10	10	10	10	10	10	10	10	10	120
TP6 PM TRANS ENGR	8	8	8	8	8	8	8	8	8	8	8	8	96
TP7 SR PE TRANS ENGR	8	8	8	8	8	8	8	8	8	8	8	8	96
TP8 PM TRANS ENGR	8	8	8	8	8	8	8	8	8	8	8	8	96
TP9 SR PE TRANS ENGR	8	8	8	8	8	8	8	8	8	8	8	8	96
TP10 DESIGN ENGR TRANS ENGR	8	8	8	8	8	8	8	8	8	8	8	8	96
TP11 ENGR TRANS ENGR	8	8	8	8	8	8	8	8	8	8	8	8	96
TP12 ENGR TRANS ENGR	8	8	8	8	8	8	8	8	8	8	8	8	96
TT1 PROF DESIGNER TRANS ENGR	8	8	8	8	8	8	8	8	8	8	8	8	96
TT3 DESIGNER TRANS ENGR	8	8	8	8	8	8	8	8	8	8	8	8	96

Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

<b>TOTALS</b>	112	112	112	112	112	112	112	112	112	112	112	112	112	1344

131 290

Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

**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	
Admin 1	0	0	0										
Admin 2	0	0	0										
Admin 3	0	0	0										
Admin 5	8	8	8										24
Designer 1	32	32	32										96
Designer 2	8	8	8										24
Designer 3	8	8	8										24
Division Manager 1	4	4	4										12
Division Manager 2	8	8	8										24
Division Manager 3	48	48	48										144
Information Technology 1	0	0	0										
Information Technology 3	0	0	0										
Principal 01	2	2	2										6
Principal 02	2	2	2										6
Principal 10	2	2	2										6
Project Manager 1	8	8	8										24
Project Manager 2	8	8	8										24
Project Manager 3	40	40	40										120
Staff Architect 3	4	4	4										12
Staff Engineer 1	40	40	40										120
<b>TOTALS</b>	<b>222</b>	<b>222</b>	<b>222</b>										<b>666</b>

132 290



Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

**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	
Staff Engineer 2	40	40	40										120
Staff Engineer 3	40	40	40										120
Staff Surveyor 1	0	0	0										
Staff Surveyor 3	0	0	0										
Staff Technician "Intern"	10	10	10										30
Staff Technician 1	60	60	60										180
Staff Technician 2	60	60	60										180
Staff Technician 3	20	20	20										60
Survey Crew Chief 2	0	0	0										
Survey Field Technician 1	0	0	0										
Survey Field Technician 2	0	0	0										
AP1 PROFESSIONAL 1	0	0	0										
AT1 CLERICAL 1	0	0	0										
AT4 CLERICAL 3	0	0	0										
BP1 AVP BUILDING SERVICES	8	8	8										24
BP3 SR PM BUILDING SERVICES	8	8	8										24
BP4 SR PM BUILDING SERVICES	4	4	4										12
BP5 SR PM BUILDING SERVICES	4	4	4										12

Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

BP8 PM BUILDING SERVICES	4	4	4										12
BT2 SR DESIGNER BUILDING SERVICES	8	8	8										24
TOTALS	266	266	266										798

134 290

Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

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	
BT3 DESIGNER BUILDING SERVICES	8	8	8										24
CP1 DEPT MGR CONSTR ADMIN	0	0	0										
CP3 PROJ ENGR CONSTR ADMIN	0	0	0										
EP1 VP ENV ENGR	0	0	0										
EP2 AVP ENV ENGR	0	0	0										
EP4 SR PM ENV ENGR	0	0	0										
EP5 SR PM ENV ENGR	0	0	0										
EP6 PM ENV ENGR	0	0	0										
EP7 PM ENV ENGR	0	0	0										
EP8 PM ENV ENGR	0	0	0										
EP9 PM ENV ENGR	0	0	0										
EP10 DESIGN ENGR ENV ENGR	0	0	0										
EP11 DESIGN ENGR ENV ENGR	0	0	0										
ET1 PROF DESIGNER ENV ENGR	0	0	0										
ET4 CAD TECH ENV ENGR	0	0	0										
GP1 MGR - GENERAL STAFF	0	0	0										

135 290

Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

GP7 ASST MGR - GENERAL STAFF	0	0	0										
GT3 COORDINATOR	0	0	0										
GT4 COORDINATOR	0	0	0										
GT5 COORDINATOR	0	0	0										
<b>TOTALS</b>	<b>8</b>	<b>8</b>	<b>8</b>										24

136 290

Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

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	
IP1 AVP GIS/IT/SURVEY	0	0	0										
IP2 SENIOR GIS/IT PROFESSIONAL	0	0	0										
IT4 GIS TECH	0	0	0										
SP1 AVP ST ENGR	0	0	0										
SP3 AVP ST ENGR	0	0	0										
SP4 SR PM ST ENGR	10	10	10										30
SP5 SR PM ST ENGR	8	8	8										24
SP7 PM ST ENGR	8	8	8										24
SP8 PM ST ENGR	8	8	8										24
SP9 SR PE ST ENGR	8	8	8										24
SP10 DESIGN ENGR ST ENGR	8	8	8										24
SP11 ENGR ST ENGR	8	8	8										24
SP12 ENGR ST ENGR	8	8	8										24
ST1 PROF DESIGNER ST ENGR	8	8	8										24
ST2 DESIGNER ST ENGR	8	8	8										24
ST4 TECH ST ENGR	8	8	8										24
SU2 LICENSED LAND SURVEYOR	0	0	0										

Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

SU4 SURVEY INSTRUMENT TECHNICIAN	0	0	0										
SU5 JR SURVEY TECHNICIAN	0	0	0										
TP1 VP TRANS ENGR	0	0	0										
<b>TOTALS</b>	<b>90</b>	<b>90</b>	<b>90</b>										<b>270</b>

138 290

Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

**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	
TP2 AVP TRANS ENGR	10	10	10										30
TP3 AVP TRANS ENGR	10	10	10										30
TP4 ENGR MGR TRANS ENGR	10	10	10										30
TP5 SR PM TRANS ENGR	10	10	10										30
TP6 PM TRANS ENGR	8	8	8										24
TP7 SR PE TRANS ENGR	8	8	8										24
TP8 PM TRANS ENGR	8	8	8										24
TP9 SR PE TRANS ENGR	8	8	8										24
TP10 DESIGN ENGR TRANS ENGR	8	8	8										24
TP11 ENGR TRANS ENGR	8	8	8										24
TP12 ENGR TRANS ENGR	8	8	8										24
TT1 PROF DESIGNER TRANS ENGR	8	8	8										24
TT3 DESIGNER TRANS ENGR	8	8	8										24

139 290

Contract Number: RR-13-9149

Consultant: David Mason / Horner & Shifrin Joint Venture

<b>TOTALS</b>	112	112	112											336

140 290





**EXHIBIT F**

**CONTRACT RR - 13- 9149**

**David Mason & Associates / Horner Shifrin, Inc.**

**SCOPE OF SERVICES**

RR-13-9149, Design Upon Request - Systemwide

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:

1. Signage and Marking guidelines update.
2. Systemwide pavement marking.
3. Systemwide signing.
4. ITS/TIMS Upgrades & Enhancements.
5. Facility Repairs systemwide.
6. IT Tower Repairs/Replacements.
7. On call and as- needed work related to the Tollway system.

The upper limit of compensation will be set at \$2,500,000 to be authorized for use as individual projects are needed.

**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>TransSmart Technologies</u></p> <p>Direct Labor \$ 241,087.84</p> <p>Direct Costs \$ 8,912.16</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 250,000.00</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 _____</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: \$ 250,000.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 250,000.00

DBE/MBE/WBE Percentage of Total Fee (Includes Additional Services): 10.00%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): Version 710.00%

143 290

**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>Barnardin, Lochmueller and Associates</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>234,843.64</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>15,156.16</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><b>Total this Subconsultant (ULC)</b></td><td><b>\$</b></td><td><b>250,000.00</b></td></tr> </table>	Direct Labor	\$	234,843.64	Direct Costs	\$	15,156.16	Services by Others			Additional Services **			<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>250,000.00</b>	<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><b>Total this Subconsultant (ULC)</b></td><td><b>\$</b></td><td><b>-</b></td></tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>
Direct Labor	\$	234,843.64																													
Direct Costs	\$	15,156.16																													
Services by Others																															
Additional Services **																															
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>250,000.00</b>																													
Direct Labor	\$	-																													
Direct Costs	\$	-																													
Services by Others	\$	-																													
Additional Services **	\$	-																													
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>																													
<p>2</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><b>Total this Subconsultant (ULC)</b></td><td><b>\$</b></td><td><b>-</b></td></tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>	<p>7</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><b>Total this Subconsultant (ULC)</b></td><td><b>\$</b></td><td><b>-</b></td></tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>
Direct Labor																															
Direct Costs																															
Services by Others																															
Additional Services **																															
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>																													
Direct Labor	\$	-																													
Direct Costs	\$	-																													
Services by Others	\$	-																													
Additional Services **	\$	-																													
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>																													
<p>3</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><b>Total this Subconsultant (ULC)</b></td><td><b>\$</b></td><td><b>-</b></td></tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>	<p>8</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><b>Total this Subconsultant (ULC)</b></td><td><b>\$</b></td><td><b>-</b></td></tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>
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Direct Costs	\$	-																													
Services by Others	\$	-																													
Additional Services **	\$	-																													
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Direct Costs	\$	-																													
Services by Others	\$	-																													
Additional Services **	\$	-																													
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>																													

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

**TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 250,000.00**

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

**TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 250,000.00**

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# Contract Information Sheet

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

Consultant Name: David Mason & Associates

Contract Number: RR-13-9149

Proposal Date: 1/13/2014

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

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Contract Number: RR-13-9149

Consultant: David Mason & Associates

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

Grand Total Exhibit A Hours 11,322

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Admin 1				12	0	0	0	0	0	0	0	0	12
Admin 2				16	0	0	0	0	0	0	0	0	16
Admin 3				20	0	0	0	0	0	0	0	0	20
Admin 5				16	8	8	8	8	8	8	8	8	80
Designer 1				64	32	32	32	32	32	32	32	32	320
Designer 2				4	4	4	8	8	8	8	8	8	60
Designer 3				4	4	4	8	8	8	8	8	8	60
Division Manager 1				8	4	4	4	4	4	4	4	4	40
Division Manager 2				16	8	8	8	8	8	8	8	8	80
Division Manager 3				24	24	24	24	42	48	48	48	48	330
Information Technology 1				19	0	0	0	0	0	0	0	0	19
Information Technology 3				10	0	0	0	0	0	0	0	0	10
Principal 01				4	2	2	2	2	2	2	2	2	20
Principal 02				4	2	2	2	2	2	2	2	2	20
Principal 10				4	2	2	2	2	2	2	2	2	20
Project Manager 1				16	8	8	8	8	8	8	8	8	80
Project Manager 2				16	16	16	16	16	16	16	16	16	144
Project Manager 3				48	48	48	48	48	40	40	40	40	400
Staff Architect 3				8	4	4	4	4	4	4	4	4	40
Staff Engineer 2				48	48	48	48	48	40	40	40	40	400
<b>TOTALS</b>				361	214	214	222	240	230	230	230	230	2171

Contract Number: RR-13-9149

Consultant: David Mason & Associates

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Staff Engineer 2				48	48	48	48	48	40	40	40	40	400
Staff Engineer 3				48	48	48	48	48	40	40	40	40	400
Staff Surveyor 1				10	10	0	0	0	0	0	0	0	20
Staff Surveyor 3				10	10	0	0	0	0	0	0	0	20
Staff Technician "Intern"				20	10	10	10	10	10	10	10	10	100
Staff Technician 1				72	72	72	72	72	60	60	60	60	600
Staff Technician 2				72	72	72	72	72	60	60	60	60	600
Staff Technician 3				24	24	24	24	24	20	20	20	20	200
Survey Crew Chief 2				5	0	0	0	0	0	0	0	0	5
Survey Field Technician 1				5	0	0	0	0	0	0	0	0	5
Survey Field Technician 2				5	0	0	0	0	0	0	0	0	5
<b>TOTALS</b>				319	294	274	274	274	230	230	230	230	2355

Contract Number: RR-13-9149

Consultant: David Mason & Associates

**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		
Admin 1	0	0	0	0	0	0	0	0	0	0	0	0	0	
Admin 2	0	0	0	0	0	0	0	0	0	0	0	0	0	
Admin 3	0	0	0	0	0	0	0	0	0	0	0	0	0	
Admin 5	8	8	8	8	8	8	8	8	8	8	8	8	8	96
Designer 1	32	32	32	32	32	32	32	32	32	32	32	32	32	384
Designer 2	8	8	8	8	8	8	8	8	8	8	8	8	8	96
Designer 3	8	8	8	8	8	8	8	8	8	8	8	8	8	96
Division Manager 1	4	4	4	4	4	4	4	4	4	4	4	4	4	48
Division Manager 2	8	8	8	8	8	8	8	8	8	8	8	8	8	96
Division Manager 3	48	48	48	48	48	48	48	48	48	48	48	48	48	576
Information Technology 1	0	0	0	0	0	0	0	0	0	0	0	0	0	
Information Technology 3	0	0	0	0	0	0	0	0	0	0	0	0	0	
Principal 01	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Principal 02	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Principal 10	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Project Manager 1	8	8	8	8	8	8	8	8	8	8	8	8	8	96
Project Manager 2	16	16	8	8	8	8	8	8	8	8	8	8	8	112
Project Manager 3	40	40	40	40	40	40	40	40	40	40	40	40	40	480
Staff Architect 3	4	4	4	4	4	4	4	4	4	4	4	4	4	48
Staff Engineer 1	40	40	40	40	40	40	40	40	40	40	40	40	40	480
<b>TOTALS</b>	<b>230</b>	<b>230</b>	<b>222</b>	<b>222</b>	<b>222</b>	<b>222</b>	<b>222</b>	<b>222</b>	<b>222</b>	<b>222</b>	<b>222</b>	<b>222</b>	<b>222</b>	<b>2680</b>



Contract Number: RR-13-9149

Consultant: David Mason & Associates

**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	
Staff Engineer 2	40	40	40	40	40	40	40	40	40	40	40	40	480
Staff Engineer 3	40	40	40	40	40	40	40	40	40	40	40	40	480
Staff Surveyor 1	0	0	0	0	0	0	0	0	0	0	0	0	
Staff Surveyor 3	0	0	0	0	0	0	0	0	0	0	0	0	
Staff Technician "Intern"	10	10	10	10	10	10	10	10	10	10	10	10	120
Staff Technician 1	60	60	60	60	60	60	60	60	60	60	60	60	720
Staff Technician 2	60	60	60	60	60	60	60	60	60	60	60	60	720
Staff Technician 3	20	20	20	20	20	20	20	20	20	20	20	20	240
Survey Crew Chief 2	0	0	0	0	0	0	0	0	0	0	0	0	
Survey Field Technician 1	0	0	0	0	0	0	0	0	0	0	0	0	
Survey Field Technician 2	0	0	0	0	0	0	0	0	0	0	0	0	
<b>TOTALS</b>	<b>230</b>	<b>230</b>	<b>230</b>	<b>230</b>	<b>230</b>	<b>230</b>	<b>230</b>	<b>230</b>	<b>230</b>	<b>230</b>	<b>230</b>	<b>230</b>	<b>2760</b>

Contract Number: RR-13-9149

Consultant: David Mason & Associates

**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	
Admin 1	0	0	0										
Admin 2	0	0	0										
Admin 3	0	0	0										
Admin 5	8	8	8										24
Designer 1	32	32	32										96
Designer 2	8	8	8										24
Designer 3	8	8	8										24
Division Manager 1	4	4	4										12
Division Manager 2	8	8	8										24
Division Manager 3	48	48	48										144
Information Technology 1	0	0	0										
Information Technology 3	0	0	0										
Principal 01	2	2	2										6
Principal 02	2	2	2										6
Principal 10	2	2	2										6
Project Manager 1	8	8	8										24
Project Manager 2	8	8	8										24
Project Manager 3	40	40	40										120
Staff Architect 3	4	4	4										12
Staff Engineer 1	40	40	40										120
<b>TOTALS</b>	<b>222</b>	<b>222</b>	<b>222</b>										<b>666</b>

Contract Number: RR-13-9149

Consultant: David Mason & Associates

**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	
Staff Engineer 2	40	40	40										120
Staff Engineer 3	40	40	40										120
Staff Surveyor 1	0	0	0										
Staff Surveyor 3	0	0	0										
Staff Technician "Intern"	10	10	10										30
Staff Technician 1	60	60	60										180
Staff Technician 2	60	60	60										180
Staff Technician 3	20	20	20										60
Survey Crew Chief 2	0	0	0										
Survey Field Technician 1	0	0	0										
Survey Field Technician 2	0	0	0										
<b>TOTALS</b>	230	230	230										690



Contract No.: RR-13-9149

Consultant: David Mason & Associates

Date: 1/13/2014

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

CONTRACT TERM: 24 No. OF MONTHS  
SCHEDULED START DATE: 4/1/2014  
RAISE DATE: 1/1/2015  
PERCENT OF RAISE: 3%

**ESCALATION PER YEAR Year 1 through 5**

Date	Date	Date	Date	Date	Date	Date	Date
4/1/2014	12/31/2014	1/1/2015	12/31/2015	1/1/2016	3/31/2016		
9.0	24.0	12.0	24.0	3.0	24.0		24.0
37.50%		51.50%		13.26%			
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
24.0	24.0	24.0	24.0	24.0	24.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	

The escalation factor for this project is: 102.26%

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Contract No.: RR-13-9149

Consultant: David Mason & Associates

Date: 1/13/2014

Escalation Factor: 102.26%

(From Exhibit C-1)

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

**DIRECT COST**  
**OVERTIME PREMIUM**

Total Estimated Work Hours: 11,322.00

Average Hourly Rate: \$33.36

Total Direct Labor \$377,701.92

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	Admin 1	\$8.00	\$17.00	\$12.50	\$12.78	12.00		
No	Admin 2	\$13.01	\$22.00	\$17.51	\$17.90	16.00		
No	Admin 3	\$18.01	\$27.00	\$22.51	\$23.01	20.00		
No	Admin 5	\$28.01	\$42.00	\$35.01	\$35.80	200.00		
No	Designer 1	\$26.00	\$35.00	\$30.50	\$31.19	800.00		
No	Designer 2	\$31.01	\$41.00	\$36.01	\$36.82	180.00		
No	Designer 3	\$37.01	\$47.00	\$42.01	\$42.95	180.00		
No	Division Manager 1	\$35.00	\$44.00	\$39.50	\$40.39	100.00		
No	Division Manager 2	\$40.01	\$50.00	\$45.01	\$46.02	200.00		
No	Division Manager 3	\$46.01	\$57.00	\$51.51	\$52.67	1050.00		
No	Information Technology 1	\$11.01	\$20.50	\$15.76	\$16.11	19.00		
No	Information Technology 3	\$24.51	\$37.00	\$30.76	\$31.45	10.00		

Contract No.: RR-13-9149

Consultant: David Mason & Associates

Date: 1/13/2014

Escalation Factor: 102.26%

(From Exhibit C-1)

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

**DIRECT COST  
OVERTIME PREMIUM**

Total  
Estimated  
Work Hours: 11,322.00

Average  
Hourly Rate: \$33.36

Total Direct  
Labor \$377,701.92

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 01	\$41.00	\$53.00	\$47.00	\$48.06	50.00		
No	Principal 02	\$49.01	\$63.00	\$56.01	\$57.27	50.00		
No	Principal 10	\$70.00	\$70.00	\$70.00	\$70.00	50.00		
No	Project Manager 1	\$29.50	\$39.00	\$34.25	\$35.02	200.00		
No	Project Manager 2	\$35.01	\$45.50	\$40.26	\$41.17	280.00		
No	Project Manager 3	\$41.51	\$52.00	\$46.76	\$47.81	1000.00		
No	Staff Architect 3	\$24.01	\$32.50	\$28.26	\$28.89	100.00		
No	Staff Engineer 1	\$21.50	\$30.00	\$25.75	\$26.33	1000.00		
No	Staff Engineer 2	\$26.01	\$35.00	\$30.51	\$31.19	1000.00		
No	Staff Engineer 3	\$31.01	\$41.50	\$36.26	\$37.07	1000.00		
No	Staff Surveyor 1	\$18.00	\$25.50	\$21.75	\$22.24	20.00		
No	Staff Surveyor 3	\$25.51	\$34.50	\$30.01	\$30.68	20.00		

Contract No.: RR-13-9149

Consultant: David Mason & Associates

Date: 1/13/2014

Escalation Factor: 102.26%

(From Exhibit C-1)

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

**DIRECT COST  
OVERTIME PREMIUM**

Total  
Estimated  
Work Hours: 11,322.00

Average  
Hourly Rate: \$33.36

Total Direct  
Labor \$377,701.92

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	Staff Technician "Intern"	\$10.00	\$20.00	\$15.00	\$15.34	250.00		
No	Staff Technician 1	\$16.01	\$24.00	\$20.01	\$20.46	1500.00		
No	Staff Technician 2	\$20.01	\$29.00	\$24.51	\$25.06	1500.00		
No	Staff Technician 3	\$25.01	\$34.00	\$29.51	\$30.17	500.00		
No	Survey Crew Chief 2	\$20.26	\$28.25	\$24.26	\$24.80	5.00		
No	Survey Field Technician 1	\$14.00	\$20.75	\$17.38	\$17.77	5.00		
No	Survey Field Technician 2	\$17.00	\$24.25	\$20.63	\$21.09	5.00		

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Contract No.: RR-13-9149

Consultant: David Mason & Associates

Date: 1/13/2014

**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)
Admin 1	Lynette Sevier	Staff Architect 3	William Chilton
Admin 1	Jasmine Tallie	Staff Engineer 1	Eduardo Jimenez Lapuente
Admin 2	Feadel Caldwell	Staff Engineer 1	Tomasz Kaczowka
Admin 3	Roussa Kaftantzis	Staff Engineer 1	Justin Solan
Admin 3	Elizabeth Loyet	Staff Engineer 1	Katelyn Sodam
Admin 3	Annette Fields Coleman	Staff Engineer 2	Brian Bradley
Admin 3	Taylor Mason	Staff Engineer 2	John Gagliardo
Admin 5	Kayonni Koonce	Staff Engineer 2	Paige Kissel
Admin 5	Robin S Wandling	Staff Engineer 2	Matt T. Kruger
Designer 1	William Grogan	Staff Engineer 2	Wilson Waggoner
Designer 2	Trent Rynders	Staff Engineer 3	Tracy K Sell
Designer 3	Christopher Spann	Staff Surveyor 1	Dennis Hyman
Division Manager 1	Kechi Liu	Staff Surveyor 3	Brian J. Fischer
Division Manager 1	David Johnson	Staff Technician 1	Nathaniel Anderson
Division Manager 1	John Kildea	Staff Technician 1	Eric Brown
Division Manager 2	Ronnie Lowe	Staff Technician 1	Michael Spanberger
Division Manager 3	Thomas Kracun	Staff Technician 1	Justin D Rose
Information Technology 1	Meghan Glaspell	Staff Technician 1	Christopher Webster
Information Technology 3	Todd Titchenal	Staff Technician 2	Rachel Hubbard
Principal 1	Jim Milner	Staff Technician 2	Robert Tetlow
Principal 10	Jim Hacking	Staff Technician 3	Chad Hooper
Principal 10	David Mason	Staff Technician 3	Michael Marfell
Principal 2	Paul Stayduhar	Staff Technician Intern	Ryan Wakeman
Project Manager 1	Matt Byers	Survey Crew Chief 2	Jeffrey Hoffman
Project Manager 2	Paul Tsotsos	Survey Crew Chief 2	William Eddleman
Project Manager 2	Kara Marfell	Survey Crew Chief 2	Thomas Sutherland
Project Manager 2	Barry Mueller	Survey Field Technician 1	Ross Lowe
Project Manager 2	Stephanie Spann	Survey Field Technician 1	Tony Ziade
Project Manager 3	Mark Davis	Survey Field Technician 2	Daniel Adams

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Contract No.: RR-13-9149

Consultant: David Mason & Associates

Date: 1/13/2014

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

<b>Classification (Must match classifications listed on Exhibit C-2)</b>	<b>Name (SEE NOTE 1 TO RIGHT)</b>	<b>Classification (Must match classifications listed on Exhibit C-2)</b>	<b>Name (SEE NOTE 1 TO RIGHT)</b>
Project Manager 3	Suzette Evans	Survey Field Technician 2	Ronnie Poteet
Project Manager 3	Ronald Mackey		
Project Manager 3	Mark C Zahn		

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## ALLOWABLE DIRECT COSTS

10.01.2013

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

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Toils	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

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## 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-13-9149

Consultant: David Mason & Associates

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Paul Stayduhar

**Project Manager:** Thomas Kracun

**Project Engineer:** Suzette Evans

**Resident Engineer:** N/A

**Documentation Engineer:** N/A

**Project Civil Engineer:** Mark Davis

**Project Structural Engineer:** Ronald Mackey

**Project Drainage Engineer:** John Gagliardo

**Senior Engineer:** David Johnson

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

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

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

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

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

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

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

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

Paul Stayduhar, PE  
VP, Program Manager of Special Projects  
David Mason & Associates

CIVIL ENGINEERING QA/QC



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1  
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Thomas P. Kracun, PE  
Director of Chicago Operations, Civil Engineer

PROJECT MANAGER



1166 290



Suzette Evans, PE, LEED AP  
Project Manager, Civil Engineering  
David Mason & Associates

PROJECT ENGINEER



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Mark Davis, PE  
Senior Project Manager, Civil Engineering  
David Mason & Associates

Roadways & Drainage



Mark Davis, PE  
*Continued*

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Ronald L. Mackey, PE, SE  
Director of Structural Engineering  
David Mason & Associates

STRUCTURAL DESIGN



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Ronald L. Mackey, PE, SE  
*Continued*

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John Gagliardo, EIT  
Project Engineer, Civil Engineering  
David Mason & Associates



174 290

John Gagliardo, EIT  
*Continued*

175 290

John Gagliardo, EIT  
*Continued*



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David P. Johnson, PE  
Project Manager, Civil Engineering  
David Mason & Associates



Roadways

177 210



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**EXHIBIT F**

**CONTRACT RR - 13- 9149**

**David Mason & Associates**

**SCOPE OF SERVICES**

RR-13-9149, Design Upon Request - Systemwide

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:

1. Signage and Marking guidelines update
2. Systemwide pavement marking
3. Systemwide signing
4. Facility Repairs systemwide
5. On call and as-needed work related to the Tollway system

The upper limit of compensation will be set at \$1,125,000 to be authorized for use as individual projects are needed.

RR-13-9149

EXHIBIT G

## CURRENT OBLIGATIONS FOR PROJECT

## David Mason &amp; Associates

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
UIUC - State Farm Center	Utility relocation and pavement reconstruction	\$ 217,300.00	\$ 30,000.00	9/1/16
NE Cargo Taxilane	Taxilane design	\$ 157,600.00	\$ 48,000.00	11/1/15
U of C - North Science Quad	Site utility, paving, and landscape design	\$ 88,000.00	\$ 32,000.00	8/1/15
Navy Pier - Gateway Park Roadway	Intersection reconfiguration	\$ 92,392.00	\$ 18,500.00	8/1/14
UIUC Ikenberry Commons	Site utility, paving, landscape design, roadway reconstruction, athletic field complex	\$ 475,400.00	\$ 120,000.00	9/1/15
Studio Gang - UC Res Hall	Site utility, paving, and landscape design	\$ 227,000.00	\$ 200,000.00	8/1/16
Gensler MPEA HQ Hotel	Utility and pavement design, intersection reconfiguration	\$ 29,600.00	\$ 18,000.00	7/1/14
CPS - Crane	Reconstruction of track and field facility	\$ 209,264.00	\$ 62,000.00	8/1/14



**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

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

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

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

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

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

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

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): Version 7

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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)**

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

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

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

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

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

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# Contract Information Sheet

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

Consultant Name: Horner & Shifrin, Inc.

Contract Number: RR-13-9149

Proposal Date: 1/13/2014

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

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Contract Number: RR-13-9149

Consultant: Horner & Shifrin, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

**Grand Total Exhibit A Hours** 7,080

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
AP1 PROFESSIONAL 1				8	0	0	0	0	0	0	0	0	8
AT1 CLERICAL 1				8	0	0	0	0	0	0	0	0	8
AT4 CLERICAL 3				2	2	2	2	2	2	2	2	2	18
BP1 AVP BUILDING SERVICES				16	8	8	8	8	8	8	8	8	80
BP3 SR PM BUILDING SERVICES				16	8	8	8	8	8	8	8	8	80
BP4 SR PM BUILDING SERVICES				8	4	4	4	4	4	4	4	4	40
BP5 SR PM BUILDING SERVICES				8	4	4	4	4	4	4	4	4	40
BP8 PM BUILDING SERVICES				8	4	4	4	4	4	4	4	4	40
BT2 SR DESIGNER BUILDING SERVICES				16	8	8	8	8	8	8	8	8	80
BT3 DESIGNER BUILDING SERVICES				16	8	8	8	8	8	8	8	8	80
CP1 DEPT MGR CONSTR ADMIN				8	0	0	0	0	0	0	0	0	8
CP3 PROJ ENGR CONSTR ADMIN				8	0	0	0	0	0	0	0	0	8
EP1 VP ENV ENGR				8	0	0	0	0	0	0	0	0	8
EP2 AVP ENV ENGR				8	0	0	0	0	0	0	0	0	8

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Contract Number: RR-13-9149

Consultant: Horner & Shifrin, Inc.

EP4 SR PM ENV ENGR				10	10	10	10	0	0	0	0	0	40
EP5 SR PM ENV ENGR				10	10	10	10	0	0	0	0	0	40
EP6 PM ENV ENGR				10	10	10	10	0	0	0	0	0	40
EP7 PM ENV ENGR				10	10	10	10	0	0	0	0	0	40
EP8 PM ENV ENGR				10	10	10	10	0	0	0	0	0	40
EP9 PM ENV ENGR				10	10	10	10	0	0	0	0	0	40
<b>TOTALS</b>				<b>198</b>	<b>106</b>	<b>106</b>	<b>106</b>	<b>46</b>	<b>46</b>	<b>46</b>	<b>46</b>	<b>46</b>	<b>746</b>

Contract Number: RR-13-9149

Consultant: Horner & Shifrin, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
EP10 DESIGN ENGR ENV ENGR				10	10	10	10	0	0	0	0	0	40
EP11 DESIGN ENGR ENV ENGR				10	10	10	10	0	0	0	0	0	40
ET1 PROF DESIGNER ENV ENGR				10	10	10	10	0	0	0	0	0	40
ET4 CAD TECH ENV ENGR				10	10	10	10	0	0	0	0	0	40
GP1 MGR - GENERAL STAFF				4	4	4	4	0	0	0	0	0	16
GP7 ASST MGR - GENERAL STAFF				4	4	4	4	0	0	0	0	0	16
GT3 COORDINATOR				4	4	4	4	0	0	0	0	0	16
GT4 COORDINATOR				4	4	4	4	0	0	0	0	0	16
GT5 COORDINATOR				4	4	4	4	0	0	0	0	0	16
IP1 AVP GIS/IT/SURVEY				10	10	10	10	0	0	0	0	0	40
IP2 SENIOR GIS/IT PROFESSIONAL				10	10	10	10	0	0	0	0	0	40
IT4 GIS TECH				10	10	10	10	0	0	0	0	0	40
SP1 AVP ST ENGR				10	10	10	10	10	10	10	10	0	80
SP3 AVP ST ENGR				10	10	10	10	10	10	10	10	0	80
SP4 SR PM ST ENGR				20	10	10	10	10	10	10	10	10	100
SP5 SR PM ST ENGR				16	8	8	8	8	8	8	8	8	80

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Contract Number: RR-13-9149

Consultant: Horner & Shifrin, Inc.

SP7 PM ST ENGR				16	8	8	8	8	8	8	8	8	8	80
SP8 PM ST ENGR				16	8	8	8	8	8	8	8	8	8	80
SP9 SR PE ST ENGR				16	8	8	8	8	8	8	8	8	8	80
SP10 DESIGN ENGR ST ENGR				16	8	8	8	8	8	8	8	8	8	80
<b>TOTALS</b>				210	160	160	160	70	70	70	70	50	1020	

Contract Number: RR-13-9149

Consultant: Horner & Shifrin, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2014												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
SP11 ENGR ST ENGR				16	8	8	8	8	8	8	8	8	80
SP12 ENGR ST ENGR				16	8	8	8	8	8	8	8	8	80
ST1 PROF DESIGNER ST ENGR				16	8	8	8	8	8	8	8	8	80
ST2 DESIGNER ST ENGR				16	8	8	8	8	8	8	8	8	80
ST4 TECH ST ENGR				16	8	8	8	8	8	8	8	8	80
SU2 LICENSED LAND SURVEYOR				8	0	0	0	0	0	0	0	0	8
SU4 SURVEY INSTRUMENT TECHNICIAN				8	0	0	0	0	0	0	0	0	8
SU5 JR SURVEY TECHNICIAN				8	0	0	0	0	0	0	0	0	8
TP1 VP TRANS ENGR				10	10	10	10	10	10	10	10	0	80
TP2 AVP TRANS ENGR				20	10	10	10	10	10	10	10	10	100
TP3 AVP TRANS ENGR				20	10	10	10	10	10	10	10	10	100
TP4 ENGR MGR TRANS ENGR				10	10	10	10	10	10	10	10	10	90
TP5 SR PM TRANS ENGR				10	10	10	10	10	10	10	10	10	90
TP6 PM TRANS ENGR				16	8	8	8	8	8	8	8	8	80

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Contract Number: RR-13-9149

Consultant: Horner & Shifrin, Inc.

TP7 SR PE TRANS ENGR				16	8	8	8	8	8	8	8	8	80
TP8 PM TRANS ENGR				16	8	8	8	8	8	8	8	8	80
TP9 SR PE TRANS ENGR				16	8	8	8	8	8	8	8	8	80
TP10 DESIGN ENGR TRANS ENGR				16	8	8	8	8	8	8	8	8	80
TP11 ENGR TRANS ENGR				16	8	8	8	8	8	8	8	8	80
TP12 ENGR TRANS ENGR				16	8	8	8	8	8	8	8	8	80
<b>TOTALS</b>				<b>286</b>	<b>146</b>	<b>146</b>	<b>146</b>	<b>146</b>	<b>146</b>	<b>146</b>	<b>146</b>	<b>136</b>	<b>1444</b>

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Contract Number: RR-13-9149

Consultant: Horner & Shifrin, 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	
AP1 PROFESSIONAL 1	0	0	0	0	0	0	0	0	0	0	0	0	0
AT1 CLERICAL 1	0	0	0	0	0	0	0	0	0	0	0	0	0
AT4 CLERICAL 3	2	2	2	2	2	2	2	2	2	2	0	0	20
BP1 AVP BUILDING SERVICES	8	8	8	8	8	8	8	8	8	8	8	8	96
BP3 SR PM BUILDING SERVICES	8	8	8	8	8	8	8	8	8	8	8	8	96
BP4 SR PM BUILDING SERVICES	4	4	4	4	4	4	4	4	4	4	4	4	48
BP5 SR PM BUILDING SERVICES	4	4	4	4	4	4	4	4	4	4	4	4	48
BP8 PM BUILDING SERVICES	4	4	4	4	4	4	4	4	4	4	4	4	48
BT2 SR DESIGNER BUILDING SERVICES	8	8	8	8	8	8	8	8	8	8	8	8	96
BT3 DESIGNER BUILDING SERVICES	8	8	8	8	8	8	8	8	8	8	8	8	96
CP1 DEPT MGR CONSTR ADMIN	0	0	0	0	0	0	0	0	0	0	0	0	0
CP3 PROJ ENGR CONSTR ADMIN	0	0	0	0	0	0	0	0	0	0	0	0	0
EP1 VP ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
EP2 AVP ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0

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Contract Number: RR-13-9149

Consultant: Horner & Shifrin, Inc.

EP4 SR PM ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
EP5 SR PM ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
EP6 PM ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
EP7 PM ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
EP8 PM ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
EP9 PM ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	46	46	46	46	46	46	46	46	46	46	44	44	548

Contract Number: RR-13-9149

Consultant: Horner & Shifrin, 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	
EP10 DESIGN ENGR ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
EP11 DESIGN ENGR ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
ET1 PROF DESIGNER ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
ET4 CAD TECH ENV ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
GP1 MGR - GENERAL STAFF	0	0	0	0	0	0	0	0	0	0	0	0	0
GP7 ASST MGR - GENERAL STAFF	0	0	0	0	0	0	0	0	0	0	0	0	0
GT3 COORDINATOR	0	0	0	0	0	0	0	0	0	0	0	0	0
GT4 COORDINATOR	0	0	0	0	0	0	0	0	0	0	0	0	0
GT5 COORDINATOR	0	0	0	0	0	0	0	0	0	0	0	0	0
IP1 AVP GIS/IT/SURVEY	0	0	0	0	0	0	0	0	0	0	0	0	0
IP2 SENIOR GIS/IT PROFESSIONAL	0	0	0	0	0	0	0	0	0	0	0	0	0
IT4 GIS TECH	0	0	0	0	0	0	0	0	0	0	0	0	0
SP1 AVP ST ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
SP3 AVP ST ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0
SP4 SR PM ST ENGR	10	10	10	10	10	10	10	10	10	10	10	10	120
SP5 SR PM ST ENGR	8	8	8	8	8	8	8	8	8	8	8	8	96

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Contract Number: RR-13-9149

Consultant: Horner & Shifrin, Inc.

SP7 PM ST ENGR	8	8	8	8	8	8	8	8	8	8	8	8	8	96
SP8 PM ST ENGR	8	8	8	8	8	8	8	8	8	8	8	8	8	96
SP9 SR PE ST ENGR	8	8	8	8	8	8	8	8	8	8	8	8	8	96
SP10 DESIGN ENGR S	8	8	8	8	8	8	8	8	8	8	8	8	8	96
<b>TOTALS</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>600</b>

Contract Number: RR-13-9149

Consultant: Horner & Shifrin, 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		
SP11 ENGR ST ENGR	8	8	8	8	8	8	8	8	8	8	8	8	8	96
SP12 ENGR ST ENGR	8	8	8	8	8	8	8	8	8	8	8	8	8	96
ST1 PROF DESIGNER ST ENGR	8	8	8	8	8	8	8	8	8	8	8	8	8	96
ST2 DESIGNER ST ENGR	8	8	8	8	8	8	8	8	8	8	8	8	8	96
ST4 TECH ST ENGR	8	8	8	8	8	8	8	8	8	8	8	8	8	96
SU2 LICENSED LAND SURVEYOR	0	0	0	0	0	0	0	0	0	0	0	0	0	
SU4 SURVEY INSTRUMENT TECHNICIAN	0	0	0	0	0	0	0	0	0	0	0	0	0	
SU5 JR SURVEY TECHNICIAN	0	0	0	0	0	0	0	0	0	0	0	0	0	
TP1 VP TRANS ENGR	0	0	0	0	0	0	0	0	0	0	0	0	0	
TP2 AVP TRANS ENGR	10	10	10	10	10	10	10	10	10	10	10	10	10	120
TP3 AVP TRANS ENGR	10	10	10	10	10	10	10	10	10	10	10	10	10	120
TP4 ENGR MGR TRANS ENGR	10	10	10	10	10	10	10	10	10	10	10	10	10	120
TP5 SR PM TRANS ENGR	10	10	10	10	10	10	10	10	10	10	10	10	10	120
TP6 PM TRANS ENGR	8	8	8	8	8	8	8	8	8	8	8	8	8	96

195 290

Contract Number: RR-13-9149

Consultant: Horner & Shifrin, Inc.

TP7 SR PE TRANS ENGR	8	8	8	8	8	8	8	8	8	8	8	8	96
TP8 PM TRANS ENGR	8	8	8	8	8	8	8	8	8	8	8	8	96
TP9 SR PE TRANS ENGR	8	8	8	8	8	8	8	8	8	8	8	8	96
TP10 DESIGN ENGR T	8	8	8	8	8	8	8	8	8	8	8	8	96
TP11 ENGR TRANS EN	8	8	8	8	8	8	8	8	8	8	8	8	96
TP12 ENGR TRANS EN	8	8	8	8	8	8	8	8	8	8	8	8	96
<b>TOTALS</b>	<b>136</b>	<b>136</b>	<b>136</b>	<b>136</b>	<b>136</b>	<b>136</b>	<b>136</b>	<b>136</b>	<b>136</b>	<b>136</b>	<b>136</b>	<b>136</b>	<b>1632</b>

196 290





Contract Number: RR-13-9149

Consultant: Horner & Shifrin, 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	
AP1 PROFESSIONAL 1	0	0	0										
AT1 CLERICAL 1	0	0	0										
AT4 CLERICAL 3	0	0	0										
BP1 AVP BUILDING SERVICES	8	8	8										24
BP3 SR PM BUILDING SERVICES	8	8	8										24
BP4 SR PM BUILDING SERVICES	4	4	4										12
BP5 SR PM BUILDING SERVICES	4	4	4										12
BP8 PM BUILDING SERVICES	4	4	4										12
BT2 SR DESIGNER BUILDING SERVICES	8	8	8										24
BT3 DESIGNER BUILDING SERVICES	8	8	8										24
CP1 DEPT MGR CONSTR ADMIN	0	0	0										
CP3 PROJ ENGR CONSTR ADMIN	0	0	0										
EP1 VP ENV ENGR	0	0	0										
EP2 AVP ENV ENGR	0	0	0										

Contract Number: RR-13-9149

Consultant: Horner & Shifrin, Inc.

EP4 SR PM ENV ENGR	0	0	0										
EP5 SR PM ENV ENGR	0	0	0										
EP6 PM ENV ENGR	0	0	0										
EP7 PM ENV ENGR	0	0	0										
EP8 PM ENV ENGR	0	0	0										
EP9 PM ENV ENGR	0	0	0										
<b>TOTALS</b>	<b>44</b>	<b>44</b>	<b>44</b>										<b>132</b>

Contract Number: RR-13-9149

Consultant: Horner & Shifrin, 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	
EP10 DESIGN ENGR ENV ENGR	0	0	0										
EP11 DESIGN ENGR ENV ENGR	0	0	0										
ET1 PROF DESIGNER ENV ENGR	0	0	0										
ET4 CAD TECH ENV ENGR	0	0	0										
GP1 MGR - GENERAL STAFF	0	0	0										
GP7 ASST MGR - GENERAL STAFF	0	0	0										
GT3 COORDINATOR	0	0	0										
GT4 COORDINATOR	0	0	0										
GT5 COORDINATOR	0	0	0										
IP1 AVP GIS/IT/SURVEY	0	0	0										
IP2 SENIOR GIS/IT PROFESSIONAL	0	0	0										
IT4 GIS TECH	0	0	0										
SP1 AVP ST ENGR	0	0	0										
SP3 AVP ST ENGR	0	0	0										
SP4 SR PM ST ENGR	10	10	10										30
SP5 SR PM ST ENGR	8	8	8										24

200 290

Contract Number: RR-13-9149

Consultant: Horner & Shifrin, Inc.

SP7 PM ST ENGR	8	8	8											24
SP8 PM ST ENGR	8	8	8											24
SP9 SR PE ST ENGR	8	8	8											24
SP10 DESIGN ENGR S	8	8	8											24
TOTALS	50	50	50											150

201 290

Contract Number: RR-13-9149

Consultant: Horner & Shifrin, 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	
SP11 ENGR ST ENGR	8	8	8										24
SP12 ENGR ST ENGR	8	8	8										24
ST1 PROF DESIGNER ST ENGR	8	8	8										24
ST2 DESIGNER ST ENGR	8	8	8										24
ST4 TECH ST ENGR	8	8	8										24
SU2 LICENSED LAND SURVEYOR	0	0	0										
SU4 SURVEY INSTRUMENT TECHNICIAN	0	0	0										
SU5 JR SURVEY TECHNICIAN	0	0	0										
TP1 VP TRANS ENGR	0	0	0										
TP2 AVP TRANS ENGR	10	10	10										30
TP3 AVP TRANS ENGR	10	10	10										30
TP4 ENGR MGR TRANS ENGR	10	10	10										30
TP5 SR PM TRANS ENGR	10	10	10										30
TP6 PM TRANS ENGR	8	8	8										24

202

290

Contract Number: RR-13-9149

Consultant: Horner & Shifrin, Inc.

TP7 SR PE TRANS ENGR	8	8	8										24
TP8 PM TRANS ENGR	8	8	8										24
TP9 SR PE TRANS ENGR	8	8	8										24
TP10 DESIGN ENGR T	8	8	8										24
TP11 ENGR TRANS EN	8	8	8										24
TP12 ENGR TRANS EN	8	8	8										24
<b>TOTALS</b>	<b>136</b>	<b>136</b>	<b>136</b>										<b>408</b>

Contract Number: RR-13-9149

Consultant: Horner & Shifrin, 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		
TT1 PROF DESIGNER TRANS ENGR	8	8	8											24
TT3 DESIGNER TRANS ENGR	8	8	8											24
<b>TOTALS</b>	16	16	16											48

204 290





Contract No.: RR-13-9149

Consultant: Horner & Shifrin, Inc.

Date: 1/13/2014

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

CONTRACT TERM: 24 No. OF MONTHS  
SCHEDULED START DATE: 4/1/2014  
RAISE DATE: 1/1/2015  
PERCENT OF RAISE: 3%

**ESCALATION PER YEAR Year 1 through 5**

Date	-	Date	Date	Date	-	Date	Date	Date	-	Date
4/1/2014	-	12/31/2014	1/1/2015	-	12/31/2015	1/1/2016	-	3/31/2016		
9.0		24.0	12.0		24.0	3.0		24.0		24.0
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
		24.0		24.0		24.0		24.0		24.0
Escalation Factor Sixth Period		Escalation Factor Seventh Period		Escalation Factor Eighth Period		Escalation Factor Ninth Period		Escalation Factor Tenth Period		

The escalation factor for this project is: 102.26%

206 2910

Contract No.: RR-13-9149

Consultant: Homer & Shifrin, Inc.

Date: 1/13/2014

Escalation Factor: 102.26%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>							<b>DIRECT COST OVERTIME PREMIUM</b>		
						Total Estimated Work Hours:	7,080.00	Total Estimated O/T Hours:	
						Average Hourly Rate:	\$40.34	Average Premium O/T Hourly Rate:	
						Total Direct Labor	\$285,607.20	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	AP1 PROFESSIONAL 1	\$70.00	\$70.00	\$70.00	\$70.00	8.00			
Yes	AT1 CLERICAL 1	\$27.58	\$33.58	\$30.58	\$31.27	8.00			
Yes	AT4 CLERICAL 3	\$18.47	\$24.47	\$21.47	\$21.96	38.00			
No	BP1 AVP BUILDING SERVICES	\$61.90	\$67.90	\$64.90	\$66.37	200.00			
No	BP3 SR PM BUILDING SERVICES	\$56.13	\$62.13	\$59.13	\$60.47	200.00			
No	BP4 SR PM BUILDING SERVICES	\$51.86	\$57.86	\$54.86	\$56.10	100.00			
No	BP5 SR PM BUILDING SERVICES	\$45.08	\$51.08	\$48.08	\$49.17	100.00			
No	BP8 PM BUILDING SERVICES	\$38.44	\$44.44	\$41.44	\$42.38	100.00			
Yes	BT2 SR DESIGNER BUILDING SERVICES	\$27.36	\$33.36	\$30.36	\$31.05	200.00			
Yes	BT3 DESIGNER BUILDING SERVICES	\$24.40	\$30.40	\$27.40	\$28.02	200.00			
No	CP1 DEPT MGR CONSTR ADMIN	\$35.58	\$41.58	\$38.58	\$39.45	8.00			
No	CP3 PROJ ENGR CONSTR ADMIN	\$26.68	\$32.68	\$29.68	\$30.35	8.00			
No	EP1 VP ENV ENGR	\$70.00	\$70.00	\$70.00	\$70.00	8.00			

Contract No.: RR-13-9149

Consultant: Horner & Shifrin, Inc.

Date: 1/13/2014

Escalation Factor: 102.26%

(From Exhibit C-1)

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

**DIRECT COST**  
**OVERTIME PREMIUM**

Total  
Estimated  
Work Hours: 7,080.00

Average  
Hourly Rate: \$40.34

Total Direct  
Labor \$285,607.20

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	EP2 AVP ENV ENGR	\$54.69	\$60.69	\$57.69	\$58.99	8.00		
No	EP4 SR PM ENV ENGR	\$48.68	\$55.88	\$52.28	\$53.46	40.00		
No	EP5 SR PM ENV ENGR	\$48.38	\$54.38	\$51.38	\$52.54	40.00		
No	EP6 PM ENV ENGR	\$43.29	\$50.13	\$46.71	\$47.77	40.00		
No	EP7 PM ENV ENGR	\$40.81	\$46.81	\$43.81	\$44.80	40.00		
No	EP8 PM ENV ENGR	\$37.87	\$43.84	\$40.86	\$41.78	40.00		
No	EP9 PM ENV ENGR	\$33.81	\$39.81	\$36.81	\$37.64	40.00		
No	EP10 DESIGN ENGR ENV ENGR	\$29.46	\$35.46	\$32.46	\$33.19	40.00		
No	EP11 DESIGN ENGR ENV ENGR	\$21.39	\$27.39	\$24.39	\$24.94	40.00		
Yes	ET1 PROF DESIGNER ENV ENGR	\$29.58	\$35.58	\$32.58	\$33.32	40.00		
Yes	ET4 CAD TECH ENV ENGR	\$14.68	\$20.68	\$17.68	\$18.08	40.00		
No	GP1 MGR - GENERAL STAFF	\$57.87	\$63.87	\$60.87	\$62.25	16.00		
No	GP7 ASST MGR - GENERAL STAFF	\$25.29	\$31.29	\$28.29	\$28.93	16.00		

Contract No.: RR-13-9149

Consultant: Horner & Shifrin, Inc.

Date: 1/13/2014

Escalation Factor: 102.26%

(From Exhibit C-1)

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

**DIRECT COST**  
**OVERTIME PREMIUM**

Total Estimated Work Hours: 7,080.00

Average Hourly Rate: \$40.34

Total Direct Labor \$285,607.20

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)
Yes	GT3 COORDINATOR	\$17.09	\$23.09	\$20.09	\$20.54	16.00		
Yes	GT4 COORDINATOR	\$15.03	\$21.03	\$18.03	\$18.44	16.00		
Yes	GT5 COORDINATOR	\$7.00	\$18.00	\$12.50	\$12.78	16.00		
No	IP1 AVP GIS/IT/SURVEY	\$54.69	\$60.69	\$57.69	\$58.99	40.00		
No	IP2 SENIOR GIS/IT PROFESSIONAL	\$29.45	\$35.45	\$32.45	\$33.18	40.00		
Yes	IT4 GIS TECH	\$12.70	\$19.75	\$16.23	\$16.59	40.00		
No	SP1 AVP ST ENGR	\$61.90	\$67.90	\$64.90	\$66.37	80.00		
No	SP3 AVP ST ENGR	\$40.98	\$56.98	\$48.98	\$50.09	80.00		
No	SP4 SR PM ST ENGR	\$47.19	\$53.19	\$50.19	\$51.32	250.00		
No	SP5 SR PM ST ENGR	\$40.32	\$46.32	\$43.32	\$44.30	200.00		
No	SP7 PM ST ENGR	\$37.81	\$43.81	\$40.81	\$41.73	200.00		
No	SP8 PM ST ENGR	\$33.06	\$39.06	\$36.06	\$36.88	200.00		
No	SP9 SR PE ST ENGR	\$32.58	\$38.58	\$35.58	\$36.38	200.00		

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Contract No.: RR-13-9149

Consultant: Horner & Shifrin, Inc.

Date: 1/13/2014

Escalation Factor: 102.26%

(From Exhibit C-1)

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

**DIRECT COST**  
**OVERTIME PREMIUM**

Total Estimated Work Hours: 7,080.00

Average Hourly Rate: \$40.34

Total Direct Labor \$285,607.20

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	SP10 DESIGN ENGR ST ENGR	\$26.26	\$32.26	\$29.26	\$29.92	200.00		
No	SP11 ENGR ST ENGR	\$24.89	\$30.89	\$27.89	\$28.52	200.00		
No	SP12 ENGR ST ENGR	\$20.50	\$26.50	\$23.50	\$24.03	200.00		
Yes	ST1 PROF DESIGNER ST ENGR	\$27.57	\$33.57	\$30.57	\$31.26	200.00		
Yes	ST2 DESIGNER ST ENGR	\$23.44	\$29.44	\$26.44	\$27.04	200.00		
Yes	ST4 TECH ST ENGR	\$20.80	\$26.80	\$23.80	\$24.34	200.00		
No	SU2 LICENSED LAND SURVEYOR	\$28.25	\$34.25	\$31.25	\$31.96	8.00		
Yes	SU4 SURVEY INSTRUMENT TECHNICIAN	\$13.25	\$19.25	\$16.25	\$16.62	8.00		
Yes	SU5 JR SURVEY TECHNICIAN	\$9.50	\$15.50	\$12.50	\$12.78	8.00		
No	TP1 VP TRANS ENGR	\$70.00	\$70.00	\$70.00	\$70.00	80.00		
No	TP2 AVP TRANS ENGR	\$61.90	\$67.90	\$64.90	\$66.37	250.00		
No	TP3 AVP TRANS ENGR	\$54.69	\$60.69	\$57.69	\$58.99	250.00		
No	TP4 ENGR MGR TRANS ENGR	\$54.90	\$60.90	\$57.90	\$59.21	240.00		

210 290

Contract No.: RR-13-9149

Consultant: Homer & Shifrin, Inc.

Date: 1/13/2014

Escalation Factor: 102.26%

(From Exhibit C-1)

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

**DIRECT COST**  
**OVERTIME PREMIUM**

Total  
Estimated  
Work Hours: 7,080.00

Average  
Hourly Rate: \$40.34

Total Direct  
Labor \$285,607.20

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	TP5 SR PM TRANS ENGR	\$43.83	\$49.83	\$46.83	\$47.89	240.00		
No	TP6 PM TRANS ENGR	\$35.11	\$41.11	\$38.11	\$38.97	200.00		
No	TP7 SR PE TRANS ENGR	\$33.01	\$39.01	\$36.01	\$36.82	200.00		
No	TP8 PM TRANS ENGR	\$37.03	\$43.03	\$40.03	\$40.94	200.00		
No	TP9 SR PE TRANS ENGR	\$30.02	\$36.02	\$33.02	\$33.77	200.00		
No	TP10 DESIGN ENGR TRANS ENGR	\$25.74	\$31.74	\$28.74	\$29.39	200.00		
No	TP11 ENGR TRANS ENGR	\$23.68	\$29.68	\$26.68	\$27.28	200.00		
No	TP12 ENGR TRANS ENGR	\$20.66	\$26.66	\$23.66	\$24.20	200.00		
No	TT1 PROF DESIGNER TRANS ENGR	\$33.75	\$39.75	\$36.75	\$37.58	200.00		
Yes	TT3 DESIGNER TRANS ENGR	\$18.21	\$24.21	\$21.21	\$21.69	200.00		

Contract No.: RR-13-9149Consultant: Horner & Shifrin, Inc.Date: 1/13/2014**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)
AP1 PROFESSIONAL 1	Linda R. Hopkins	IP2 SENIOR GIS/IT PROFESSIONAL	John D. Gilmore
AP1 PROFESSIONAL 1	Duane L. Siegfried	IT4 GIS TECH	Zachary E. Lawrence
AT1 CLERICAL 1	Vanessa C. Davis	IT4 GIS TECH	Andrew P. Schreiber
AT4 CLERICAL 3	Patti J. Buerk	SP1 AVP ST ENGR	Michael A. Banashak
BP1 AVP BUILDING SERVICES	Brian D. Heideman	SP3 AVP ST ENGR	Kevin C. Skibiski
BP3 SR PM BUILDING SERVICES	Joseph A. Buehler	SP4 SR PM ST ENGR	Jeffrey L. Bane
BP4 SR PM BUILDING SERVICES	Charles K. Fiedler	SP5 SR PM ST ENGR	Thomas P. Lohman
BP4 SR PM BUILDING SERVICES	Robert B. Tuckett	SP7 PM ST ENGR	Eric M. Lagemann
BP5 SR PM BUILDING SERVICES	Richard W. Halteman	SP8 PM ST ENGR	Michael C. Lubiewski
BP8 PM BUILDING SERVICES	John C. Frisch	SP9 SR PE ST ENGR	Jonathan J. Derner
BT2 SR DESIGNER BUILDING SERVICES	Michael D. Hunter	SP10 DESIGN ENGR ST ENGR	Martin A. Chorkey
BT2 SR DESIGNER BUILDING SERVICES	Cynthia M. King	SP10 DESIGN ENGR ST ENGR	Kyle A. Klues
BT2 SR DESIGNER BUILDING SERVICES	Timothy N. Moorehead	SP11 ENGR ST ENGR	Carrie B. Wright
BT2 SR DESIGNER BUILDING SERVICES	Joseph C. Rapisardo	SP12 ENGR ST ENGR	Ashley E. Becherer
BT3 DESIGNER BUILDING SERVICES	Jeremiah A. Dickerman	SP12 ENGR ST ENGR	Timothy S. Friederich
CP1 DEPT MGR CONSTR ADMIN	Kelly L. Hayes	ST1 PROF DESIGNER ST ENGR	Timothy M. Hill
CP3 PROJ ENGR CONSTR ADMIN	Allan A. Erdman	ST2 DESIGNER ST ENGR	Jonathan N. Bailey
EP1 VP ENV ENGR	James E. McCleish	ST4 TECH ST ENGR	Christine A. Buettner
EP2 AVP ENV ENGR	Robert C. Summers	SU2 LICENSED LAND SURVEYOR	Kenneth P. Pitts
EP4 SR PM ENV ENGR	Dennis L. Campbell	SU4 SURVEY INSTRUMENT TECH	Rachel S. Bowling
EP4 SR PM ENV ENGR	Gene L. Rovak	SU4 SURVEY INSTRUMENT TECH	Craig R. Dillow
EP5 SR PM ENV ENGR	David P. Cavender	SU5 JR SURVEY TECHNICIAN	Matthew L. Morris
EP6 PM ENV ENGR	Lisa E. Fennewald	TP1 VP TRANS ENGR	Genovevo E. Bernardez
EP6 PM ENV ENGR	Gilbert E. Sewing, Jr.	TP2 AVP TRANS ENGR	Steven R. Donahue
EP7 PM ENV ENGR	Stephen Randolph	TP3 AVP TRANS ENGR	Jarrett D. Jasper
EP8 PM ENV ENGR	Karen S. Frederich	TP4 ENGR MGR TRANS ENGR	Brooks K. Brestal
EP8 PM ENV ENGR	Richard E. Todd	TP5 SR PM TRANS ENGR	Ramin D. Ashrafzadeh
EP9 PM ENV ENGR	Andrew D. Hess	TP6 PM TRANS ENGR	John E. Klein
EP10 DESIGN ENGR ENV ENGR	Kimberly A. Hoskins	TP6 PM TRANS ENGR	Bradley E. Riechmann



Contract No.: RR-13-9149

Consultant: Horner & Shifrin, Inc.

Date: 1/13/2014

**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)
EP10 DESIGN ENGR ENV ENGR	Shannon M. Todd	TP6 PM TRANS ENGR	Brian D. Schmidt
EP11 DESIGN ENGR ENV ENGR	Timothy J. Straszacker	TP7 SR PE TRANS ENGR	Aaron M. Harrison
ET1 PROF DESIGNER ENV ENG	Brian D. Visintine	TP8 PM TRANS ENGR	Stephanie R. Bleser
ET4 CAD TECH ENV ENGR	Kyle J. Morin	TP8 PM TRANS ENGR	Brady S. Jordan
GP1 MGR - GENERAL STAFF	Glen T. Cherry	TP9 SR PE TRANS ENGR	Gregory J. Recker
GP7 ASST MGR - GENERAL STA	Michelle M. Miller	TP10 DESIGN ENGR TRANS	David R. Riechmann
GT3 COORDINATOR	Michelle L. Prince	TP11 ENGR TRANS ENGR	Jordan E. Pettibone
GT4 COORDINATOR	Kristine E. Clarke	TP12 ENGR TRANS ENGR	Gary A. Whiteside
GT5 COORDINATOR	Alexander R. Cadigan	TP12 ENGR TRANS ENGR	Jonathan R. Loos
GT5 COORDINATOR	Dianne M. Cavener	TT1 PROF DESIGNER TRANS	John J. Auer
IP1 AVP GIS/IT/SURVEY	Jeffrey S. Stahlhuth	TT3 DESIGNER TRANS ENGR	Steven R. Hooker

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## ALLOWABLE DIRECT COSTS

10.01.2013

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

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV 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-13-9149

Consultant: Horner & Shifrin, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Steven R. Donahue

**Project Manager:** Brian D. Schmidt

**Project Engineer:** Bradley E. Riechmann

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

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

**Project Civil Engineer:** Jordan E. Pettibone

**Project Structural Engineer:** Eric M. Lagemann

**Project Drainage Engineer:** David R. Riechmann

**Senior Engineer:** Brooks K. Brestal

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

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

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

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

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

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

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

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



**STEVEN R. DONAHUE, P.E.**  
Associate Vice President  
Office Manager - O'Fallon, IL

11/13

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**BRIAN D. SCHMIDT, P.E., P.T.O.E.**  
Project Manager  
Transportation/Civil Engineering

122 2910

222 290



**BRADLEY E. RIECHMANN, P.E.**  
Project Manager  
Transportation/Civil Engineering

273 240

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**JORDAN PETTIBONE, E.I.**  
Engineer  
Transportation/Civil Engineering



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**ERIC M. LAGEMANN, P.E., S.E.**  
Project Manager  
Structural Engineering

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**DAVID R. RIECHMANN, P.E.**  
Design Engineer  
Transportation/Civil Engineering

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**BROOKS K. BRESTAL, P.E.**  
Senior Engineering Manager



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**EXHIBIT F**

**CONTRACT RR - 13- 9149**

**Horner & Shifrin, Inc.**

**SCOPE OF SERVICES**

RR-13-9149, Design Upon Request - Systemwide

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:

1. Signage and Marking guidelines update
2. Systemwide pavement marking
3. Systemwide signing
4. Facility Repairs systemwide
5. On call and as-needed work related to the Tollway system

The upper limit of compensation will be set at \$875,000 to be authorized for use as individual projects are needed.

**EXHIBIT G**

**CONTRACT RR – 13 - 9149**

**Horner & Shifrin, 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>
FAP 312 (IL 3); IDOT PTB Special Item 890-146	Phase I/II for the reconstruction of IL 3 from South Market to North Market in Waterloo, IL	\$2,659,143	\$25,000	10/31/15
FAU 7706 (BL-55); IDOT PTB 141 Item 19	Phase II Bridge Replacement for Business Loop 55 over Salt Creek	\$293,554	\$15,000	12/31/14
Various Routes in District 4	Phase I/II for three bridge replacements in District 4	\$416,655	\$5,000	12/31/14
Various Routes; IDOT PTB 148 Item 31	Phase I and/or II work for Various Projects, Various Counties, Region 5/District 8	\$750,000	\$10,000	12/31/14
Various Routes; IDOT PTB 151 Item 43	Phase I and/or II work for Various Projects, Various Counties, Region 5/District 8	\$1,000,000	\$85,000	12/31/14
Various Routes; IDOT PTB 154 Item 34	Phase I and/or II work for Various Projects, Various Routes, Region 3 / District 4	\$246,394	\$2,000	2/28/14
Various Routes; IDOT PTB 157 Item 37	Phase I and/or II work for Various Projects, Various Counties, Region 4/District 6	\$305,270	\$191,802	2/9/2021
Unmarked; IDOT PTB 160 Item 17	Phase I/II project for Proposed Route from Homer Adams Parkway to Seiler Road in Madison County	\$1,547,200	\$1,463,401	7/1/2016
Various Routes; IDOT PTB 161 Item 30	Phase I and/or II work for Various Projects, Various Counties, Region 4/District 6	\$164,934	\$139,512	12/31/14

I-66; IDOT PTB 162 Item 29	I-66, Proposed Expressway from approximately Paducah, Ky to Cape Girardeau, MO	\$1,451,618	\$1,123,816	10/1/14
FAI-64; IDOT PTB 166 Item 11	Proposed Bridge and Additional Lanes for MLK Bridge EB to I-55/64 WB	\$1,239,136	\$786,204	11/7/14
CDB PSB Volume 157, Project 630- 432-038	IDOT District 6 Lintel	\$500	\$50	3/31/14
CDB PSB Volume 169, Project 291- 275-003	Illinois State Police Elevator	\$8,700	\$500	3/31/14
CDB PSB Volume 182, Project 120- 240-054	Install Emergency Generator, Vandalia Correctional Center	\$106,500	\$50,685	3/1/15
CDB PSB Volume 189, Project 546- 345-012	Upgrade HVAC System, Department of Veterans Affairs	\$60,000	\$60,000	12/31/15
CBD PSB Volume 191, Project 630- 442-050	Renovate Records Center, Hanley Building	\$35,000	\$35,000	12/31/15

Note: Fee information does not include subconsultants

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

\*\* 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

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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: \$ \_\_\_\_\_

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# Contract Information Sheet

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

Consultant Name: Bernardin, Lochmueller and Associates

Contract Number: RR-13-9149

Proposal Date: 1/13/2014

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

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Contract Number: RR-13-9149

Consultant: Bernardin, Lochmueller and Associates

**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	
Principal	3	3	3	3	3	3	3	3	3	3	3	3	36
Senior Engineer/Project Manager	16	16	16	16	16	16	16	16	16	16	16	16	192
Project Engineer IV	4	4	4	4	4	4	4	4	4	4	4	4	48
Project Engineer III	10	10	10	9	9	9	8	8	8	8	8	8	105
Project Engineer II	10	10	10	9	9	9	8	8	8	8	8	8	105
Project Engineer I	8	8	8	8	8	8	8	8	8	8	8	8	96
Engineering Snr Designer	6	6	6	6	6	6	6	6	6	6	6	6	72
Engineering Designer III	10	10	10	10	10	10	10	10	10	10	10	10	120
Engineering Designer II	10	10	10	10	10	10	10	10	10	10	10	10	120
Construction Engineer III													
Administrative Assistant	2	2	2	2	2	2	2	2	2	2	2	2	24
Branch Manager													
<b>TOTALS</b>	79	79	79	77	77	77	75	75	75	75	75	75	918

Contract Number: RR-13-9149

Consultant: Bernardin, Lochmueller and Associates

**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	
Principal	3	2	2										7
Senior Engineer/Project Manager	16	16	16										48
Project Engineer IV	4	4	4										12
Project Engineer III	8	8	8										24
Project Engineer II	8	8	8										24
Project Engineer I	8	8	8										24
Engineering Snr Designer	6	6	6										18
Engineering Designer III	10	10	10										30
Engineering Designer II	10	10	10										30
Construction Engineer III													
Administrative Assistant	2	2	2										6
Branch Manager													
<b>TOTALS</b>	75	74	74										223



Contract No.: RR-13-9149

Consultant: Bernardin, Lochmueller and Associates

Date: 1/13/2014

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

CONTRACT TERM: 24 No. OF MONTHS  
SCHEDULED START DATE: 4/1/2014  
RAISE DATE: 1/1/2015  
PERCENT OF RAISE: 3%

**ESCALATION PER YEAR Year 1 through 5**

Date	Date	Date	Date	Date	Date	Date	Date
4/1/2014	12/31/2014	1/1/2015	12/31/2015	1/1/2016	3/31/2016		
9.0	24.0	12.0	24.0	3.0	24.0		24.0
37.50%		51.50%		13.26%			
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
24.0	24.0	24.0	24.0	24.0	24.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	

The escalation factor for this project is: 102.26%

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Contract No.: RR-13-9149

Consultant: Bernardin, Lochmueller and Associates

Date: 1/13/2014

Escalation Factor: 102.26%

(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>	<b>1,980.00</b>	<b>Total Estimated O/T Hours:</b>	
						<b>Average Hourly Rate:</b>	<b>\$42.36</b>	<b>Average Premium O/T Hourly Rate:</b>	
						<b>Total Direct Labor</b>	<b>\$83,872.80</b>	<b>Total Overtime Premium:</b>	
<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	70.00			
No	Senior Engineer/Project Manager	\$51.01	\$70.00	\$60.51	\$61.87	400.00			
No	Project Engineer IV	\$38.37	\$56.37	\$47.37	\$48.44	100.00			
No	Project Engineer III	\$30.00	\$48.00	\$39.00	\$39.88	225.00			
No	Project Engineer II	\$28.65	\$44.65	\$36.65	\$37.48	225.00			
No	Project Engineer I	\$16.76	\$32.76	\$24.76	\$25.32	200.00			
No	Engineering Snr Designer	\$41.69	\$57.69	\$49.69	\$50.81	150.00			
Yes	Engineering Designer III	\$24.72	\$42.49	\$33.61	\$34.36	250.00			
Yes	Engineering Designer II	\$19.50	\$35.46	\$27.48	\$28.10	250.00			
No	Construction Engineer III	\$31.14	\$47.14	\$39.14	\$40.03	50.00			
Yes	Administrative Assistant	\$11.16	\$27.16	\$19.16	\$19.59	50.00			
No	Branch Manager	\$70.00	\$70.00	\$70.00	\$70.00	10.00			



Contract No.: RR-13-9149

Consultant: Bernardin, Lochmueller and Associates

Date: 1/13/2014

**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	Jason A. Watters		
Senior Engineer/Project Manager	Brian R. Mueller		
Senior Engineer/Project Manager	Leon A. Kraut III		
Project Engineer IV	Cynthia L. Watters		
Project Engineer III	Benjamin Bovee		
Project Engineer III	Lorne W. Jackson		
Project Engineer III	Elizabeth S. Witt		
Project Engineer II	Arthur C. Muehlfield		
Project Engiener II	Jennifer L. Stines		
Project Engineer I	Jeffrey A. Dinkelman, Jr.		
Engineering Snr Designer	John W. Steuart		
Engineering Designer II	Edgar E. Slaton		
Engineering Designer III	William J. Seibel		
Engineering Designer III	Linda E. Clenney		
Engineering Designer II	Paul D. Bandy		
Engineering Designer II	Eric D. Welz		
Construction Engineer III	Brian J. Fleck		
Administrative Assistant	Andrea M. Hug		
Branch Manager	David R. Handwerk		



## 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-13-9149

Consultant: Bernardin, Lochmueller and Associates

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Jason A. Watters

**Project Manager:** Leon A. Kraut III

**Project Engineer:** Lorne W. Jackson

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

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

**Project Civil Engineer:** Elizabeth S. Witt

**Project Structural Engineer:** Chadwick J. Fuesting

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

**Senior Engineer:** Brian R. Mueller

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

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

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

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

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

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

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

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

250 290



**Jason A. Watters, PE**

Principal



**Jason A. Watters, PE**

Principal

252 290





**Leon A. "Tre" Kraut III, PE**

Project Manager/Drainage



**Leon A. "Tre" Kraut III, PE**

Project Manager/Drainage



**Lorne W. Jackson, PE**

Project Engineer



**Lorne W. Jackson, PE**

Project Engineer



**Elizabeth S. Witt, PE**

Civil Engineer



**Elizabeth S. Witt, PE**

Civil Engineer



**Chadwick J. Fuesting, PE, SE**

Senior Structural Engineer



**Chadwick J. Fuesting, PE, SE**

Senior Structural Engineer





**Brian R. Mueller, PE**

Engineer



**Brian R. Mueller, PE**

Engineer

**EXHIBIT F**

**CONTRACT RR - 13- 9149**

**Bernardin, Lochmueller and Associates**

**SCOPE OF SERVICES**

RR-13-9149, Design Upon Request - Systemwide

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:

1. Signage and Marking guidelines update
2. Systemwide pavement marking
3. Systemwide signing
4. Facility Repairs systemwide
5. On call and as-needed work related to the Tollway system

The upper limit of compensation will be set at \$250,000 to be authorized for use as individual projects are needed.

**EXHIBIT G**

**CONTRACT RR-13-9149  
CURRENT OBLIGATIONS FOR PROJECT  
BERNARDIN, LOCHMUELLER AND ASSOCIATES, INC.**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-90 at Elmhurst Interchange (I-11-4020)	Roadway design	\$2,300,000	\$3,000	Jan 2014
IL 8 over Burlington Northern RR at Edwards, IDOT PTB 150-026	Phase I & II – Project Report & Contract Plans for Structure Replacement	\$433,000	\$200,000	Sept 2013
Various Projects, Various Counties, IDOT District 8, PTB 154-047	Phase I and/or II work	\$1,500,000	\$700,000	March 2016
Various Projects, Various Counties, IDOT District 8, PTB 157-042	Phase I and/or II work	\$750,000	\$50,000	July 2014
I-57 Interchange at IL Route 17, IDOT District 3, PTB 159-020	Phase I – Combined Design Report for the Reconstruction of I-57 Interchange with IL 17	\$1,600,000	\$600,000	June 2015
Proposed Route from Homer Adams Parkway to Seiler Road, Madison County, IDOT District 8, PTB 160-017	Phase I & II – Preliminary Engineering Report & Environmental Study and Contract Plans, Special Provisions, and Estimates for the Improvement Involving the Potential New Construction of a North-South Alignment.	\$1,725,000	\$1,300,000	June 2016
I-66, Proposed Expressway from approximately Paducah, Kentucky to Cape Girardeau, Missouri, IDOT District 9, PTB 162-029	Phase I – Preparation of an Anticipated Tiered EIS and supporting Engineering Reports	\$1,443,000	\$1,000,000	Dec 2017
I-90 at Elmhurst (I-11-4020)	Phase III work	\$28,000	\$13,000	May 2014
MLK Connector, IDOT District 8, PTB 166-011	Phase II- Prepare Retaining Wall Plans, prepare Railroad Grade Separation Agreements	\$303,000	\$291,545	Dec 2015

264 290

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

**DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):** - Version 7

265

290

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

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

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

<p>1</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ _____</u></p>	<p>6</p> <hr/> <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>
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\*\* Additional services funds require prior authorization before use

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

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

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

# Contract Information Sheet

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

Consultant Name: TranSmart Technologies, Inc.

Contract Number: RR-13-9149

Proposal Date: 1/13/2014

**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

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Contract No.: RR-13-9149

Consultant: TranSmart Technologies, Inc.

Date: 1/13/2014

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

CONTRACT TERM: 24 No. OF MONTHS  
SCHEDULED START DATE: 4/1/2014  
RAISE DATE: 1/1/2015  
PERCENT OF RAISE: 3%

**ESCALATION PER YEAR Year 1 through 5**

Date	Date	Date	Date	Date	Date	Date	Date							
4/1/2014	-	12/31/2014	1/1/2015	-	12/31/2015	1/1/2016	-	3/31/2016		-			-	
9.0			12.0			3.0								
24.0			24.0			24.0			24.0				24.0	
37.50%			51.50%			13.26%								
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								
	-			-			-			-				-	
24.0			24.0			24.0			24.0				24.0		
Escalation Factor Sixth Period			Escalation Factor Seventh Period			Escalation Factor Eighth Period			Escalation Factor Ninth Period				Escalation Factor Tenth Period		

The escalation factor for this project is: 102.26%

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Contract No.: RR-13-9149

Consultant: TranSmart Technologies, Inc.

Date: 1/13/2014

Escalation Factor: 102.26%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM			
							Total Estimated Work Hours:	1,910.00	Total Estimated O/T Hours:	
							Average Hourly Rate:	\$45.08	Average Premium O/T Hourly Rate:	
							Total Direct Labor	\$86,102.80	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	Project Principal	\$67.00	\$70.00	\$68.50	\$70.00	32.00				
No	Project Manager	\$55.00	\$70.00	\$62.50	\$63.91	82.00				
No	Sr. Traffic Engineer	\$46.00	\$62.00	\$54.00	\$55.22	680.00				
No	Sr. Specialist	\$38.00	\$57.00	\$47.50	\$48.57	132.00				
No	Traffic Engineer III/IV	\$28.35	\$45.46	\$36.91	\$37.74	720.00				
No	Traffic Engineer I/II	\$19.00	\$40.00	\$29.50	\$30.17	130.00				
No	Project Planner/Technician	\$16.00	\$36.00	\$26.00	\$26.59	134.00				

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Contract No.: RR-13-9149

Consultant: TranSmart Technologies, Inc.

Date: 1/13/2014

**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)
Project Principal	Jing (Connie) Li		
Project Manager	Gary F. Rylander		
Project Manager	Manfred R. Enburg		
Sr. Traffic Engineer	Thomas N. Notbohm		
Sr. Specialist	Mike A. Gingrich		
Sr. Specialist	Richard Cai		
Traffic Engineer III/IV	Rahel Desalenge		
Traffic Engineer III/IV	Bridget F. Barrett		
Traffic Engineer I/II	Seth Johnson		
Traffic Engineer I/II	Dan Meier		
Project Planner/Technician	Richard W. Kedzior		
Project Planner/Technician	Joel R. Brown		
Project Planner/Technician	Sean N. Enburg		
Project Planner/Technician	Sandy J. Anderson		

**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**

\_\_\_\_\_  
\_\_\_\_\_  
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**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 8,912.16**

## 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-13-9149

Consultant: TranSmart Technologies, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Jing (Connie) Li

**Project Manager:** Manfred R. Enburg

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

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

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

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

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

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

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

**Others:** Name: Thomas N. Notbohm

Classification: Sr. Traffic Engineer

Name: Bridget F. Barrett

Classification: Traffic Engineer III/IV

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

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

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

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

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# TranSmart

• Engineers • Planners • Specialists

**Connie Li, PE**

**President / Principal Engineer**

Ms. 280 270

# TranSmart

• Engineers • Planners • Specialists

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**TranSmart**

• Engineers • Planners • Specialists

**Manfred Enburg, PE**  
Principal/Vice President

# *TranSmart*

• Engineers • Planners • Specialists

***TranSmart***  
• Engineers • Planners • Specialists

**Tom Notbohm, PE,PTOE**  
Traffic Engineer



***TranSmart***

• Engineers • Planners • Specialists

**Bridget Barrett, PE**  
**Senior Transportation Engineer**

# *TranSmart*

• Engineers • Planners • Specialists



**EXHIBIT F**

**CONTRACT RR - 13- 9149**

TranSmart Technologies, Inc.

**SCOPE OF SERVICES**

RR-13-9149, Design Upon Request - Systemwide

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:

1. ITS/TIMS Upgrades & Enhancements
2. IT Tower Repairs/Replacements
3. On call and as-needed work related to the Tollway system

The upper limit of compensation will be set at \$250,000 to be authorized for use as individual projects are needed.

**EXHIBIT G**

**CURRENT OBLIGATIONS FOR PROJECTS**

**TranSmart Technologies, Inc.**

*RR-13-9149*

<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>
P-91-004-11	US20 Traffic Modeling & Analysis	\$135,504	\$135,128	12/2014
I-12-4080	IL Tollway IL RT 53/120 Corridor Planning Services	\$40,000	\$32,515	1/2014
I-12-4061 PSB 12-3	IL Tollway I-90 Master Plan Services	\$62,941	\$59,880	12/2017
PTB 163-010 D-91-283-12	IDOT Traffic Control and Signage Review Master	\$100,000	\$62,284	6/2014
I-11-4018	IL Tollway I90 ITS	\$1,192,220	\$439,168	7/2018
RR-10-9974	IL Tollway Traffic Engineering	\$449,962	\$56,920	12/2014

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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**

1

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

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

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

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

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

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

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): \_\_\_\_\_ Version 7

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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: \$ \_\_\_\_\_

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