

RESOLUTION NO. 21863

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 21470 approved January 25, 2018, entered into an Agreement with GSG Consultants, Inc. on Contract RR-16-4281 for Construction Management Services on the Tri-State Tollway (I-294) at Mile Post 6.3 (159th Street).

Per Tollway request, GSG Consultants, Inc. has submitted a proposal to provide Supplemental Construction Management Services for Contract RR-16-4281, increasing the contract upper limit by \$149,635.40, from \$2,181,348.15 to \$2,330,983.55. It is necessary and in the best interest of the Tollway to accept the proposal from GSG Consultants, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with GSG Consultants, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$149,635.40, subject to review and approval of the General Counsel. The Chairman/Chief Executive Officer or the Executive Director of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:


Chairman

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)

[Print](#)

GSG Consultants, Inc.

Guillermo Garcia
855 W. Adams, Suite 200
Chicago, IL 60607-0000

County: Cook

Email: ggarcia@gsg-consultants.com

Phone: 312-733-6262

Fax: 312-733-5612

Categories: Construction, Professional

NAICS

238910 - Site Preparation Contractors
541330 - Engineering services
541620 - Environmental consulting services
541690 - Other Scientific and Technical Consulting Services

Speciality

541620-Environmental Consulting
541330-Engineering Services
541690-Other Scientific and Technical Consulting Services
238910-Site Preparation Contractors

Contract No RR-16-4281

Services Publications/Forms Departments News Contact



Office of the Secretary of State Jesse White

CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	56975241
Entity Name	GSG CONSULTANTS, INC.
Status	ACTIVE

Entity Information

Entity Type	CORPORATION
Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	Wednesday, 9 September 1992
State	ILLINOIS
Duration Date	PERPETUAL

Agent Information

Name	ARTURO SAENZ
Address	2942 W VAN BUREN ST CHICAGO , IL 60612

Change Date Thursday, 21 June 2018

Annual Report

Filing Date 00/00/0000

For Year 2019

Officers

President
Name & Address GUILLERMO GARCIA 301 WASHINGTON ST GLENVIEW IL 60025

Secretary
Name & Address ARTURO SAENZ 8 FARMINGTON RDSOUTH BARRINGTON IL 60010

Old Corp Name

12/21/1992 G.S.G. ENVIRONMENTAL CONSULTANTS, INC.

04/04/2000 G.S.G. ENVIRONMENTAL SERVICES INC.

10/10/2003 GSG ENVIRONMENTAL, INC.

[Return to Search](#)

(One Certificate per Transaction)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

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Thu Jul 25 2019

Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, August 07, 2019 3:39 PM
To: Gomez, Graciela
Subject: Contract No Rr-16-4281 - GSG Consultants, Inc. - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:38 08/07/19

ACTION: S

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

DISCLAIMER:
AS OF 08/07/19 AT 15:38 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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CONSTRUCTION MANAGER
SECOND SUPPLEMENTAL AGREEMENT

The Board of Directors, on the 15th day of **August, 2019**, authorized this **SECOND SUPPLEMENTAL 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 **GSG CONSULTANTS, INC.**, a **corporation** authorized and existing within the laws of the State of Illinois, hereinafter sometimes referred to as "CONSTRUCTION MANAGER".

W I T N E S S E T H:

WHEREAS, the TOLLWAY selected CONSTRUCTION MANAGER from **PSB 17-3, Item 27**, and CONSTRUCTION MANAGER entered into an agreement on **January 25, 2018**, to provide construction management services (hereinafter "Services") for Contract No. **RR-16-4281** for **Tri-State Tollway, 159th Street Bridge Reconstruction, Mile Post 6.3**; and

WHEREAS, additional supplemental Services are necessary due to the increased scope of the work; and

WHEREAS, CONSTRUCTION MANAGER has submitted a proposal dated **July 15, 2019**, a copy of which is attached hereto as Exhibit "1", to provide said additional Services, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

Except as modified or changed herein, all terms, provisions and conditions contained in the original agreement between the TOLLWAY and the CONSTRUCTION MANAGER dated **January 25, 2018** ("Original Agreement") and commonly referred to as Contract No. **RR-16-4281** and any prior supplements, shall govern this agreement and be in full force and effect, however, any changes to multipliers, unit costs, prices and/or rates of compensation shall only be applied to Services rendered solely under this Supplement pursuant to changes in the scope of work. The supplemental proposal attached as Exhibit "1" is hereby incorporated into and made a part of this **SECOND** Supplemental Agreement.

ARTICLE II

Time of Performance

The CONSTRUCTION MANAGER shall perform the services herein in accordance with the schedule included at Exhibit "A" in the attached proposal.

ARTICLE III

Reaffirmation of Original Agreement

All covenants and agreements contained in the Original Agreement made and entered into by and between the TOLLWAY and CONSTRUCTION MANAGER and any and all prior Supplemental Agreements, if any, to provide Services for Contract No. **RR-16-4281 for Tri-State Tollway, 159th Street Bridge Reconstruction, Mile Post 6.3** are reaffirmed and shall govern this Agreement as if fully set forth herein, it being the intent that this Agreement shall be a supplement to said agreement(s).

ARTICLE IV

Record Retention and Audit

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

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

to all relevant materials. The auditors reserve the right to enter the CONSTRUCTION MANAGER's place of business in order to audit the records. If they are not produced in a timely manner by the CONSTRUCTION MANAGER, then the CONSTRUCTION MANAGER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

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

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

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

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

ARTICLE VI

Compensation

The upper limit of compensation for said supplemental Services for Contract No. **RR-16-4281 for Tri-State Tollway, 159th Street Bridge Reconstruction, Mile Post 6.3** performed by the CONSTRUCTION MANAGER under the Original Agreement and including the services set forth herein, is hereby increased from **\$2,181,348.15** by **\$149,635.40** to **\$2,330,983.55**.

ARTICLE VII

Report of a Change in Circumstances

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

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

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

ARTICLE VIII

EXPATRIATED ENTITIES

Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

IN WITNESS WHEREOF, the parties hereto have executed this **SECOND SUPPLEMENTAL AGREEMENT** for **RR-16-4281** the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY


By  10/1/2019
Chair/Executive Director - Signature Date
Will Evans/José Alvarez

GSG CONSULTANTS, INC.

 8/8/19
President - Signature Date

GUILLERMO GARCIA
Printed Name as Signed Above

APPROVED:
 9-19-19
Chief Financial Officer - Signature Date
Michael Colsch

APPROVED:
 9/13/19
General Counsel – Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

 9-12-19
Attorney General, State of Illinois - Signature Date

**PROPOSAL
TO THE
ILLINOIS STATE TOLL HIGHWAY AUTHORITY
FOR SUPPLEMENTAL CONSTRUCTION MANAGER SERVICES**

FOR CONTRACT NUMBER RR-16-4281

This proposal, dated July 15, 2019, is submitted by GSG Consultants, Inc. of Schaumburg, Illinois for Construction Manager's Service.

DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract RR-16-4281 for which we propose to provide Construction Manager Services is Tri-State Tollway, 159th Street Bridge Reconstruction, M.P. 6.3, in Cook County (Counties), Illinois.

REAFFIRMATION OF ORIGINAL AGREEMENT

All terms of the original agreement and any amendments thereto are hereby reaffirmed except as herein modified.

SCOPE OF SUPPLEMENTAL CONSTRUCTION MANAGER SERVICES

The Supplemental Engineering Services, more fully detailed in **Exhibit F**, attached hereto, will be executed in conformance with the terms contained in the original agreement for Construction Manager's Services except where herein modified.

FEE PROPOSAL

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

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

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

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

AGREEMENT LIMITS

The following limits contained in the existing agreement are amended as follows:

The Upper Limit Compensation shall be increased

from \$ 2,181,348.15 by \$ 149,635.40 to \$ 2,330,983.55.

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

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

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

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

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

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

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

INVOICES - INVOICES will be submitted monthly on forms provided to the CONSTRUCTION MANAGER at the start of the project. The invoice cutoff date will coincide with the Monthly Progress Report. All payroll documentation and costs relating to this project will be available for audit by the TOLLWAY upon request.

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

Engineering Officer for an alternative INVOICE submission date. CONSTRUCTION MANAGER will request such approval or an INVOICE submittal extension no later than February 15th.

PARTIAL PAYMENTS

Partial payments to the CONSTRUCTION MANAGER shall be made in accordance with the terms of the original agreement except that reference to the Total Estimated Fee and Upper Limit of Compensation, shall be interpreted to be the Amended Total Estimated Fee and Amended Upper Limit of Compensation, respectively.

REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

The scope of supplemental work shall be as detailed in **Exhibit F**. All requirements of REVISIONS TO SCOPE OF WORK contained in the original agreement for services shall apply to this supplemental work as well.

**THIS PROPOSAL FOR SUPPLEMENTAL CONSTRUCTION MANAGER
SERVICES FOR**

CONTRACT RR-16-4281

SUBMITTED BY:

FIRM NAME: GSG Consultants, Inc

ADDRESS: 623 Cooper Court

**CITY, STATE &
ZIP CODE:** Schaumburg, IL 60173

TELEPHONE: 63-994-2600

FACSIMILE: 312-738-5612

SIGNED BY:



PRINTED NAME: Guillermo Garcia

TITLE: President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/14/2019

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 have ADDITIONAL INSURED provisions or 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		CONTACT NAME: Carrie Gentile	
Financial Renaissance		PHONE (A/C, No, Ext): 3124926900	FAX (A/C, No):
1016 W. Jackson Blvd		E-MAIL ADDRESS: cgentile@finren.com	
Suite 407		INSURER(S) AFFORDING COVERAGE	
Chicago IL 60607		INSURER A: NAUTILUS INS CO	NAIC # 17370
INSURED		INSURER B: GREAT DIVIDE INS CO	25224
GSG Consultants, Inc.		INSURER C: AXIS INSURANCE CO	26620
623 Cooper Court		INSURER D:	
Schaumburg IL 60173		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution \$2,000,000 Occurrence <input checked="" type="checkbox"/> Prof Liab \$2,000,000 Claims Made	Y	Y	ECPO1519898-19	08/13/2019	08/13/2020	EACH OCCURRENCE \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Contractual Liab - Railroads						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 2,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP1519900-19	08/13/2019	08/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			FFX1519904-19	08/13/2019	08/13/2020	EACH OCCURRENCE \$ 3,000,000	
	DED \$ RETENTION \$						AGGREGATE \$ 3,000,000	
							\$	
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	N/A	Y	WCA1519901-19	08/13/2019	08/13/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER ILLINOIS
								E L EACH ACCIDENT \$ 1,000,000
								E L DISEASE - EA EMPLOYEE \$ 1,000,000
C	EXCESS LIABILITY			EBZ783803012019	08/13/2019	08/13/2020	EACH OCCURRENCE \$5,000,000	
							AGGREGATE \$5,000,000	

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

Project: Illinois Tollway, Tri-State Tollway, 159th Street Bridge Reconstruction, M.P. 6.3.
Contract No. RR-16-4281
The Illinois Tollway is additional insured under the General Liability and Auto Liability as required per written contract on a primary and non-contributory basis. A Waiver of Subrogation applies to General Liability (Pollution & Professional), Auto Liability, Workers Compensation policies as required per written contract. The Excess follows form and extends over the Professional Liability.
30 Day Notice of Cancellation; 10 Day Notice for non-payment of premium.

CERTIFICATE HOLDER **CANCELLATION**

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

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

- COVERAGES PARTS A AND B – GENERAL LIABILITY**
- COVERAGE PART D – CONTRACTORS POLLUTION LIABILITY**

SECTION III – WHO IS AN INSURED is amended to include as an insured, with respect to Coverage **A, B** and **D**, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of **pollution conditions** that are the result of:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

WAIVER OF SUBROGATION

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such Principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY**SCHEDULE****Scheduled Railroad:**

When required by written contract

Designated Job Site:

When required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations page as applicable to this endorsement.)

With respect to operations performed for, or affecting, the Scheduled Railroad shown above at a Designated Job Site shown above, the definition of **insured contract** in **SECTION VII - DEFINITIONS** is replaced by the following:

10. 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 to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- 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. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (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 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;
- (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 Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

<p style="text-align: center;">Business Auto - Additional Insured When Required by Contract or Agreement</p>

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II – Liability Coverage A. – Coverage, 1. Who is an Insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
 - 1. The coverage and/or limits of this policy; or
 - 2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: GSG Consultants, Inc.
Endorsement Effective Date: 8-13-2019

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any Principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 03 13 04 84

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

Contract Information Sheet

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

Consultant Name: GSG Consultants, Inc

Contract Number: RR-16-4281- S-2

Proposal Date: 7/15/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-16-4281- S-2 Consultant: GSG Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Construction Management							120	612	300	176				1208
TOTALS							120	612	300	176				1208

Contract No.: RR-16-4281-S-2

Consultant: GSG Consultants, Inc

Date: 7/15/2019

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 4 NO. OF MONTHS
 SCHEDULED START DATE: 7/1/2019
 RAISE DATE: 7/1/2019
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

7/1/2019	-	7/1/2019	-	10/31/2019	-	-	-	-	-		
Date	Date	Date	Date	Date	Date	Date	Date	Date	Date		
0.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		
Factor First Period		100.00%		Escalation Factor Second Period		Escalation Factor Third Period		Escalation Factor Fourth Period		Escalation Factor Fifth Period	

ESCALATION PER YEAR Year 6 through 10

-	-	-	-	-	-	-	-	-	-
Date	Date	Date	Date	Date	Date	Date	Date	Date	Date
4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
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: 100.00%

Contract No.: RR-16-4281-S-2

Date: 7/15/2019

Consultant: GSG Consultants, Inc

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT "1"

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

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	DIRECT COST OVERTIME PREMIUM	
							Total Estimated Work Hours:	Total Overtime Premium:
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	12.00		
No	Project Manager	\$40.00	\$70.00					
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00	\$49.00	\$49.00	400.00		
No	Project Engineer/Planner	\$25.00	\$60.00	\$46.00	\$46.00	360.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$38.00	\$38.00	420.00		
No	Engineer/Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00					
No	Architect	\$30.00	\$70.00					
No	Really Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00	\$28.00	\$28.00	16.00		
<p>Total Direct Labor \$53,405.68</p>							<p>Total Estimated Work Hours: 1,208.00</p> <p>Average Hourly Rate: \$44.21</p>	
							<p>Total Overtime Premium:</p>	
							<p>Total Overtime Premium:</p>	

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Sessila, Ala	\$50 - \$70
Project Manager			\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer	Resident Engineer	Miller, Justin	\$40 - \$70
	Resident Engineer	Parakalla, Naveen	
Project Engineer/Planner	Project Engineer	Alkan, Safa	\$25 - \$80
	Project Engineer	Johnson, Charles	
	Project Engineer	Chipko, Mathew	
	Project Engineer	Hamed, Mohammed	
	Project Engineer	Hill, Gregory	
	Project Engineer	Jarass, Qassem	
Staff Engineer/Planner	Staff Engineer	Alfarra, Ragheed	\$20 - \$40
	Staff Engineer	Agrabawi, Mohammed A.	
	Staff Engineer	Avila, Jonathan	
	Staff Engineer	Kizawi, Ameer	
	Staff Engineer	Oztimur, Kadir	
Engineer /Accountant			\$20 - \$80
Senior Technical Specialist			\$25 - \$80
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrator	Garman, Hala	\$8.25 - \$40
	Administrator	Zarco, Petra	

Contract No.: RR-16-4281- S-2 Consultant: GSG Consultants, Inc

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3

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

DIRECT COST CATEGORY

None

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 99.50

ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay **- Weekly (vehicle and hotel) – Number of days on job site plus one day to travel to and from job site per week.

**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 Tollway project manager.

NOTES:

- For CM 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 CM Manual allowance.

Contract No.: RR-16-4281- S-2

Consultant: GSG Consultants, Inc

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Sassila, Ala

Project Manager: _____

Project Engineer: _____

Resident Engineer: Miller, Justin, Parakalla, Naveen

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-16-4281- S-2

GSG Consultants, Inc

SCOPE OF SERVICES

GSG will provide services in accordance with the article contained in the latest Authority's CM Manual and all applicable Tollway Criteria, Manuals and Bulletins

EXHIBIT G

Contract No. RR-16-4281- S-2

GSG Consultants, Inc

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Various, 4032	Environmental	\$900,000.00	\$150,000.00	12/30/2017
I-90, 4187	CM	\$1,676,368.00	\$20,000.00	8/30/2017
I-294, 4224	Geotechnical	\$1,740,949.00	\$300,000.00	3/31/2018
EOWA 4656	Geotechnical	\$1,225,000.00	\$950,000.00	12/31/2018
EOWA 4659	Assessment and CM	\$2,275,000.00	\$1,350,000.00	12/31/2018
EOWA 4657	Geotechnical	\$60,564.00	\$60,564.00	12/31/2018
4257	Environmental	\$750,000.00	\$750,000.00	12/31/2020
RR-15-9975	GEC	\$10,724,357.00	\$9,900,000.00	12/31/2021
I-17-4677	Geotechnical	\$556,000.00	\$525,000.00	12/31/2018
I-16-4274	Geotechnical	\$117,000.00	\$117,000.00	8/31/2018
I-17-4298	Geotechnical	\$1,450,000.00	\$1,125,000.00	12/31/2018
I-17-4300	Geotechnical	\$2,310,302.00	\$2,310,302.00	12/31/2019
I-17-4301	Geotechnical	\$762,000.00	\$762,000.00	12/31/2018
I-17-4302	Geotechnical	\$470,811.00	\$470,811.00	6/31/2018
I-17-4304	Geotechnical / Environmental	\$250,000.00	\$250,000.00	12/31/2019
I-17-4305	Geotechnical	\$64,684.00	\$64,684.00	6/31/2018
I-17-4306	Geotechnical	\$63,789.00	\$63,789.00	6/31/2018

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT "1"

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1					
	Direct Labor				
	Direct Costs				
	Services by Others				
	Additional Services **				
	Total this Subconsultant (ULC)		\$	-	
2	Bowman Consulting Group, Ltd				
	Direct Labor	\$		-	
	Direct Costs	\$		-	
	Services by Others				
	Additional Services **				
	Total this Subconsultant (ULC)		\$	-	
3	Juneau Associates, Inc., P.C.				
	Direct Labor	\$		-	
	Direct Costs	\$		-	
	Services by Others	\$		-	
	Additional Services **	\$		-	
	Total this Subconsultant (ULC)		\$	-	
4	Knight E/A, Inc				
	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)		\$	-	

6					
	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)		\$	-	
8					
	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)		\$	-	
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: \$ -