

05/24/18

6.3/15

RESOLUTION NO. 21565


**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Upon Request Services, Systemwide on Contract No. RR-18-4353. Crawford, Murphy & Tilly, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,000,000.00. The proposal is for construction-related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an agreement with Crawford, Murphy & Tilly, Inc. to obtain Design Services, for Contract No. RR-18-4353 with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:

A large black rectangular redaction box covers the signature area. A horizontal line extends from the right side of the box.

Chairman



**Contract:** RR-18-4353 **PSB:** 18-1; Item 3  
**Consultant:** Crawford, Murphy and Tilly, Inc. **PM:** John Szabo  
**Reviewer:** Sue Biggs **Review Date:** June 4, 2018

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Resolution:	OK
Agreement	OK
Proposal	OK
Certifications/Disclosures	OK
Delinquent Debt	OK
DBE Compliance:	OK
W-9 Form	Not Required
Certificate of Good Standing:	OK
Certificate of Insurance:	OK

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#### **Exhibits A-H**

#### **Review Complete**

**All Exhibits for the Prime and subconsultants meet Tollway requirements:**

**Crawford Murphy and Tilly, Inc.**  
**2IM Group, LLC**  
**ABNA of Illinois, Inc.**  
**David Mason + Associates of Illinois, Ltd.**  
**EFK Moen, LLC**  
**Juneau Associates, Inc., P.C.**  
**WBK Engineering, LLC**

### 1.4.3 Item 3. RR-18-4353, Systemwide, Design Upon Request

This project has a 26% D/M/WBE participation goal and 3% VOS/SDVOSBE 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. Clean and Televisive Drainage System
2. Sign and Wall Repairs, Systemwide
3. On call and as-needed work related on the Tollway system.

The upper limit of compensation will be set at \$3,000,000 to be authorized for use as individual projects are needed. Individual task orders will be negotiated for a specific fee at the time they are issued during the contract.

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

**Highways (Freeway)  
Structures (Highway Bridges: Typical)**

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(s) who will perform the QC/QA review work of all milestone submittals (must be an Illinois Licensed Professional Engineer for roadway elements and an Illinois Licensed Structural Engineer for structural elements).

Schedule: Design for this project is scheduled to start in 2018. Construction of this project is not currently scheduled.

The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format, including a 3-D Model, and follow the CADD Standards Manual.

This project will be managed through the Tollway's web-based project management system. The Consultant will be required to participate in these procedures and will receive training on the system.

The Tollway will furnish the Consultant with guidelines for the Consultant's Quality Program (CQP). The CQP is due fourteen (14) days after Notice to Proceed.

The Consultant who is selected for this project will be notified and scheduled to attend a scope briefing at the Tollway Central Administration office building in Downers Grove.

Contract: RR-18-4353

Prime: Crawford, Murphy & Tilly, Inc.

## **Key Personnel**

Please note classifications checked are the only ones needed per the PSB solicitation requirements.

### Exhibit A – Proposed Staff PSB 18-1

Please provide the information for the following Key Project Personnel, (Key Project Personnel are defined as those specific positions identified in each PSB Item, and are subject to approval by the Tollway if they change during contract performance), including the staff from the Sub-Consultants. **The personnel named in Exhibit A must also be listed on Exhibit D: Availability of Key Project Personnel**

<b>Project Manager (Items 1, 3 and 5 thru 14)</b>			
Name:	Kevin Nelson, PE		
Firm:	CMT		
Category:	IL Licensed Professional Engineer		
License #:	45408		
Year Registered:	1989	State:	IL
Office Address:	550 N Commons Dr #116		
City:	Aurora	State:	IL

<b>Project Manager (Item 4)</b>			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer or IL Licensed Landscape Architect		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Project Engineer (Item 1, 3 and 5)</b>			
Name:	Doug Klonowski		
Firm:	CMT		
Category:	IL Licensed Professional Engineer		
License #:	50464		
Year Registered:	1996	State:	IL
Office Address:	550 N Commons Dr #116		
City:	Aurora	State:	IL

<b>Project Engineer (Item 4)</b>			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer or IL Licensed Landscape Architect		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Project Manager (Item 2)</b>			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer, or IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Project Manager (Item 15)</b>			
Name:			
Firm:			
Category:	r		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Project Engineer (Item 2)</b>			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer or IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Structural Design (Item 1, 2, 3 and 9)</b>			
Name:	Prabhu Ananthan, PE, SE		
Firm:	CMT		
Category:	IL Licensed Structural Engineer		
License #:	6743		
Year Registered:	2009	State:	IL
Office Address:	550 N Commons Dr #116		
City:	Aurora	State:	IL

**Exhibit A – Proposed Staff  
PSB 18-1, continued**

The personnel named in Exhibit A must also be listed on Exhibit D: Availability of Key Project Personnel

<b>Drainage Design (Item 1)</b>			
Name:	John Morgan		
Firm:	2IM		
Category:	IL Licensed Professional Engineer		
License #:	040169		
Year Registered:	1982	State:	IL
Office Address:	118 South Clinton Street		
City:	Chicago	State:	IL

<b>Landscape Architect (Item 4)</b>			
Name:			
Firm:			
Category:	IL Licensed Landscape Architect		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Traffic and Tolling Analysis (Item 1)</b>			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>QC/QA Roadway (Items 1 thru 5)</b>			
Name:	Stan Hansen, PE, PLS		
Firm:	CMT		
Category:	IL Licensed Professional Engineer		
License #:	47278		
Year Registered:	1992	State:	IL
Office Address:	2750 W Washington St		
City:	Springfield	State:	IL

<b>Materials Coordinator (Items 4 thru 14)</b>			
Name:			
Firm:			
Category:			

<b>Roadway Design (Item 2 and 3)</b>			
Name:	Jason Dove, PE		
Firm:	CMT		
Category:	IL Licensed Professional Engineer		
License #:	54127		
Year Registered:	2000	State:	IL
Office Address:	550 N Commons Dr #116		
City:	Aurora	State:	IL

<b>Resident Engineer (Items 4 thru 14)</b>			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Financial and Economic Impact Analysis (Item 1)</b>			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>QC/QA Structural (Items 1 thru 5)</b>			
Name:	Bill Bailey, PE, SE		
Firm:	CMT		
Category:	IL Licensed Structural Engineer		
License #:	5087		
Year Registered:	1993	State:	IL
Office Address:	8790 Purdue Road		
City:	Indianapolis	State:	IN

<b>Materials QA Technician (Items 4 thru 14)</b>	
Name:	
Firm:	
Category:	

License #:			
Year Registered:		State:	
Office Address:			
City:		State:	
<b>Mechanical (Item 5)</b>			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Electrical / Electrical Design (Item 5 and 10)</b>			
Name:	Asad Bajwa		
Firm:	CMT		
Category:	IL Licensed Professional Engineer		
License #:	055662		
Year Registered:	2002	State:	IL
Office Address:	550 N Commons Dr #116		
City:	Aurora	State:	IL

<b>Required Prequalification Category**</b>			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

License #:			
Year Registered:		State:	
Office Address:			
City:		State:	
<b>Document Technician (Items 4 thru 14)</b>			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Civil/Drainage Engineer</b>			
Name:	Zach Little		
Firm:	David Mason & Associates		
Category:	N/A		
License #:	N/A		
Year Registered:	N/A	State:	
Office Address:	464 N Milwaukee Ave		
City:	Chicago	State:	IL

<b>Required Prequalification Category**</b>			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

\*If work is being performed by a Sub-consultant list firm name also.

\*\*Note the specific function listed in the Item description for Key Personnel

# 18-1

# Project Team: Prime and Sub-Consultant REQUIRED INFORMATION

Item # 3 RR-18-4353 Systemwide, Design Upon Request. On call and as-needed Phase II Engineering Services.

Prime Consultant Information		Prime Contact Information (ONLY "1")			Diversity Information				NOTE: Provide only One (1) Person under Key Personnel		ISTHA		IDOT		OTHER	
Prime Consultant Firm Name	Prime FEIN Number	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a D/M/WBE Yes / No	Does Proposal Contain Mentor Protégé Proposal Yes / No	Percentage Commitment of D/M/WBE on Project, INCLUDING PRIME, IF DBE	Percentage Commitment of VOSB on Project, INCLUDING PRIME, IF VOSB	Key Personnel Project Manager (1)	Key Personnel Project Engineer / Resident Engineer (1)	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee all Projects	Total Fee Remaining all Projects
Crawford, Murphy & Tilly	[REDACTED]	Kevin Nelson	630-820-1022	knelson@cmtengr.com	No	No	30.00%	4.00%	Kevin Nelson	Doug Klonowski	\$ 135,151	\$ 2,000	\$-	\$-	\$ 9,937,000	\$ 2,124,260

**Sub-Contractor Diversity Information:** The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, if necessary, during negotiations. NOTE: Review Instructions Tab

Sub-Consultant Information		Sub Contact Information (ONLY "1")			Sub Role and % of Work			Sub-Contractor Diversity Information							
For Each Sub-Consultant Enter Prime Consultant Firm Name	Sub-Consultant Firm Name	FEIN Number	Provide "1" Project Manager for Sub-Consultant	Role (brief) of Sub-Consultant	Contact Phone Number (1)	Contact Email (1)	Percentage (%) of work to be Performed by Sub-Consultant	IL UCP, City of Chgo or N/A	City of Chicago, Cook County or N/A	City of Chicago, Cook County or N/A	Yes or No	Yes or No	Choose from the dropdown menu below	Male or Female	Yes or No
								DBE	WBE	MBE	SBA 8(a)	VOSB / SDVOSB	Ethnicity	Gender	M/P
Crawford, Murphy & Tilly	2IM Group	[REDACTED]	John Morgan	Project Manager	312-441-9554	john.m@2imgroup.cc	6.00%	IL UCP	N/A	City of Chicago	No	No	Hispanic	Male	No
Crawford, Murphy & Tilly	EFK Moen, LLC	[REDACTED]	Joe Havel	Civil and Structural	312-396-4065	jhavel@efkmoen.com	6.00%	IL UCP	N/A	N/A	No	No	Caucasian	Female	No
Crawford, Murphy & Tilly	Juneau Associates	[REDACTED]	Brian Kulick	Survey	(847) 991-2004	bkulick@jaipc.com	4%	N/A	N/A	N/A	No	Yes	Caucasian	Male	No
Crawford, Murphy & Tilly	WBK Engineering, LLC	[REDACTED]	P.J. Fitzpatrick, PE	Civil/Structural Desig	630.443.7755	pjfitzpatrick@wbkeng	6.00%	N/A	N/A	N/A	Yes	No	Native American	Male	No
Crawford, Murphy & Tilly	David Mason + Associates	[REDACTED]	Tom Kracun	Civil/Survey/CCTV	312.884.5100	tkracun@davidmasor	6.00%	N/A	N/A	City of Chicago	No	No	African American	Male	No
Crawford, Murphy & Tilly	ABNA of Illinois, Inc.	[REDACTED]	Abe Adewale	CM Services	773-881-4788	aadewale@abnacorp	6.00%	N/A	N/A	City of Chicago	No	No	African American	Male	No

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RR-18-4353

**Vendor Information**

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

Business Name           **Juneau Associates, Inc., P.C.**  
 Owner                   **Mr. CHARLES JUNEAU**  
 Address                 **2100 State Street**  
   > [Map This Address](#)   **P.O. Box 1325**  
                                   **Granite City, IL 62040**

Phone                   **618-877-1400**  
 Fax                      **618-452-5541**  
 Email                    **[pbridges@jaipc.com](mailto:pbridges@jaipc.com)**  
 Website                 **<http://www.jaipc.com>**  
 Ethnicity               **Caucasian**  
 Gender                  **Male**  
 County                  **Madison (IL)**

**Certification Information**

Certifying Agency       **State of Illinois Central Management Services**  
 Certification Type       **VOSB - Veteran Owned Small Business**  
 Renewal Date            **3/2/2019**  
 Expiration Date         **3/2/2019**  
 Certified Business Description   **Engineering Services, Professional, Land Surveying**

**Commodity Codes**

Code	Description
NIGP 925	Engineering Services, Professional
NIGP 96460	Land Surveying

**Additional Information**

Region                   **Southern Illinois**  
 Reciprocal Certification Agency   **CVE**

Illinois State Toll Highway Authority

EXHIBIT F -- VOSB PROFESSIONAL SERVICES

**EXHIBIT F - Letter of Intent**

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each VOSB certified vendor. **LOIs must be submitted with the Statement of Interest and must be signed by both parties.** The Prime Vendor shall not prohibit or otherwise limit the VOSB certified vendor(s) from providing subconsultant proposals to other potential vendors. Each LOI must include the negotiated contract percentage and a detailed scope of work to be performed by each identified VOSB certified vendor. All LOI's shall be subject to Agency approval. Any changes involving or affecting the identified VOSB certified vendor may not be permitted without written approval of the procuring Agency.

Project Name: 18-1 Project/Solicitation Number: 1, 3, 4, 6

Name of Prime Vendor: Crawford Murphy & Tilly, Inc. VOSB Compliance Contact: Kevin Nelson

Address: 550 N Commons Drive, Suite 116

City: Aurora State: IL Zip Code: 60504

Telephone: 630-820-1022 Fax: 630-820-0350 Email: knelson@cmtengr.com

Name of Certified VOSB Vendor: Juneau Associates, Inc., P.C.

Address: 2100 State Street, P.O. Box 1325 VOSB Compliance Contact: Brian F. Kulick, P.E., P.L.S.

City: Granite City State: IL Zip Code: 62040

Telephone: 618.877.1400 Fax: 618.659.0941 Email: bkulick@jaipc.com

Type of agreement:  Services

Anticipated start date of the Certified VOSB Vendor:


Proposed 4.00 % of Contract to be performed by the VOSB Vendor.

**NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified VOSB Vendor.**


Detailed description of work to be performed by the VOSB Vendor:

Survey and construction observation

The Vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the Certified VOSB Vendor will perform the scope of work in the percentage as indicated above.

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


Signature  
 Print Name: Kevin Nelson, PE  
 Title: Vice President  
 Date: 2/12/2018

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


Signature  
 Print Name: Charles E. Juneau, P.E., P.L.S.  
 Title: President  
 Date: 2/12/2018

RR-18-4353

# Unified Certification Program - Search

**Contractor Details**

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

[Print](#)

**2IM Group, LLC**

**Email:** [luis.m@2imgroup.com](mailto:luis.m@2imgroup.com)

Luis Montgomery

**Phone:** (312) 441-9554

118 S. Clinton St., Ste.

**Fax:** (312) 441-9558

350

Chicago, IL 60661-5774

**County:** Cook

**Categories:** Architecture\Engineering

**NAICS**

541330-Engineering  
Services

**Speciality**

541330- LOCATION  
DRAINAGE  
CONSTRUCTION  
INSPECTION  
REHABILITATION  
ROADS AND STREETS  
FREEWAYS  
WATERWAYS: TYPICAL  
STUDIES: PUMP STATIONS  
WATERWAYS: COMPLEX

### Vendor Information

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 HELP

#### Vendor Information

Business Name **ABNA Of Illinois, Inc., DBA ABNA**  
 Owner **Rashid O Adewale**  
 Address **9901 South Western Avenue, Suite 001**  
 > [Map This Address](#) **Chicago, IL 60643-1800**  
 Phone **773-881-4788 Ext. 1101**  
 Fax **773-239-3728**  
 Email **[abna1@abnacorp.com](mailto:abna1@abnacorp.com)**

#### Certification Information

Certifying Agency **City of Chicago**  
 Certification Type **MBE - Minority Business Enterprise**  
 Certification Date **7/5/2017**  
 Renewal Date **7/31/2018**  
 Expiration Date **7/31/2018**  
 Certified Business Description **NAICS 541330 Engineering services  
 NAICS 541340 Drafting services  
 NAICS 541360 Geophysical mapping services  
 NAICS 541360 Geophysical surveying services  
 NAICS 541370 Surveying and mapping services (except geophysical)  
 NAICS 541380 Geotechnical testing laboratories or services**

#### Commodity Codes

Code	Description
NAICS 541330	Engineering services
NAICS 541340	Drafting services
NAICS 541360	Geophysical mapping services
NAICS 541360	Geophysical surveying services
NAICS 541370	Surveying and mapping services (except geophysical)
NAICS 541380	Geotechnical testing laboratories or services

#### Additional Information

#### Customer Support

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RR-184353

**Vendor Information**

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HELP

**Vendor Information**

Business Name **David Mason & Associates of Illinois, Ltd., DBA David Mason & Associates of Illinois, Ltd.**

Owner **Mr. David W. Mason**

Address **464 North Milwaukee Avenue**  
> [Map This Address](#) **Chicago, IL 60654-5523**

Phone **312-884-5100 Ext. 3128**

Fax **312-884-5101**

Email **[rwandling@davidmason.com](mailto:rwandling@davidmason.com)**

Website **<http://www.davidmason.com>**

**Certification Information**

Certifying Agency **City of Chicago**

Certification Type **MBE - Minority Business Enterprise**

Certification Date **12/14/2017**

Renewal Date **12/15/2018**

Expiration Date **12/15/2019**

Certified Business Description **NAICS 541310 Architectural Services  
NAICS 541330 Engineering services  
NAICS 541350 Building inspection services  
NAICS 541410 Interior design services  
NAICS 561320 Temporary help services**

**Commodity Codes**

Code	Description
NAICS 541310	Architectural Services
NAICS 541330	Engineering services
NAICS 541350	Building inspection services
NAICS 541410	Interior design services
NAICS 561320	Temporary help services

**Additional Information**

Ward **27**

Community Area **24 West Town**

**Customer Support**

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# Unified Certification Program - Search

**Contractor Details**

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

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**EFK Moen, LLC**

**Email:** llmoen@efkmoen.com

Linda Moen

**Phone:** (618) 206-4250

303 Fountains Pkwy., Ste. 240

**Fax:** (618) 206-4253

240

Fairview Heights, IL

62208

**County:**

Out-of-State

**Categories:** Architecture\Engineering

**NAICS**

**Speciality**

541330-Engineering Services

541330- STUDIES: TRAFFIC RECONSTRUCTION/MAJOR

541370-Surveying & Mapping (except Geophysical) Serv.

REHABILITATION  
NEW CONSTRUCTION/MAJOR RECONSTRUCTION

ROADS AND STREETS

FREEWAYS

REHABILITATION

SUBSURFACE UTILITY

ENGINEERING

STUDIES: SAFETY

LOCATION DRAINAGE

HIGHWAY STRUCTURE: SIMPLE

HIGHWAY STRUCTURE: TYPICAL

WATERWAYS: TYPICAL

TRAFFIC SIGNALS

CONSTRUCTION INSPECTION

STUDIES: FEASIBILITY

541370- SURVEYING

RR-18-4353



U.S. SMALL BUSINESS ADMINISTRATION  
WASHINGTON, D.C. 20416

July 12, 2017

John Wills, Operations Manager  
WBK Engineering, LLC  
116 West Main Street, Suite 201  
Saint Charles, Illinois 60174

Dear Mr. Wills:

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) Business Development Program. Your nine (9) year program term begins on the date of this letter.

During participation in the 8(a) BD Program, you will receive business development assistance from an assigned Business Development Specialist in the SBA Illinois District Office located at 500 West Madison Street, Suite 1150, Chicago, Illinois, 60661. The telephone number is 312-353-4528. We are sending a copy of this certification letter to the SBA Illinois District Office. That office will contact you to schedule an orientation session. This could take up to 4-6 weeks. In the meantime, there are steps you should take to start your participation in the program.

#### Next Steps

- **Read and Sign Participation Agreement:** SBA requires the 8(a) participant's President or Chief Executive Officer sign a Participation Agreement showing he or she understands the conditions of 8(a) BD program participation. Please find the Agreement attached to the approval email associated with this letter. Please read the Agreement carefully, sign and date it, and make a copy. Return one copy to the SBA Illinois District Office at the address shown in the second paragraph above. The second copy is for your records.
- **Develop Your Business Plan:** We encourage you to start developing your business plan. Current 8(a) BD program regulations require a firm, once certified, to promptly submit a business plan which must be approved by the SBA before the firm is eligible to receive 8(a) benefits; including 8(a) contracts. Once approved, the business plan will be reviewed annually and may be modified as needed. We offer an optional format for business plans. To consider the optional 8(a) Business Plan Form 1010C, please go to: <https://www.sba.gov/sites/default/>

files/SBA%201010C.pdf.

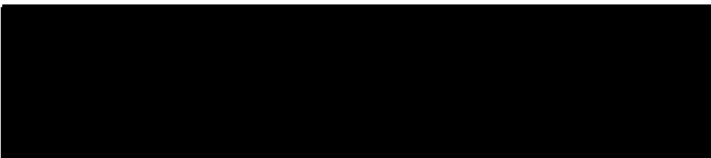
• **Develop Your Strategy for Winning Contracts in Year 1:** Though your firm's approved North American Industry Classification System (NAICS) Code is 541330, your firm may be awarded contracts under other NAICS Codes, as long as your firm is qualified to perform the required service or task. In this regard, please note that contracts awarded under 8(a) Business Development Program authority generally result from the self-marketing efforts of participating firms. You must build relationships with potential federal customers, pursue federal prime contractors for subcontracts, and aggressively pursue prime contract opportunities to grow your business. Successful 8(a) firms regularly respond to competitive small business contracting opportunities posted on [www.FBO.gov](http://www.FBO.gov). Establish a goal and vision for winning at least two (2) competitive contracts during your first year.

• **Utilize Resources:** There are valuable FREE resources available to you right now that offer expertise in all areas of business operation including reviewing your business plan and strategy. Two resources that you can utilize today are:  
o **SBA Resource Partners:** I encourage you to locate your nearest Resource Partner, please go to: <https://www.sba.gov/tools/local-assistance>. This link will provide access to upcoming small business events and the webpage for your District SBA Office, also.

o **7(j) Management and Technical Assistance:** While your firm's acceptance into the 8(a) Business Development program is not a guarantee for contracts, the SBA will make every effort to assist you in implementing your business plan and strategy. Your success in the program is dependent upon the extent to which you take advantage of SBA's efforts to support you. One of the agency's major tools for your success is the 7(j) Management and Technical Assistance Services Program. For more information, click on the following link: <https://www.sba.gov/about-sba/sba-initiatives/7j-management-and-technical-assistance-services-program>

I am excited about your future, and I welcome you as an 8(a) Business Development Program participant. Wishing you much success!

Sincerely,

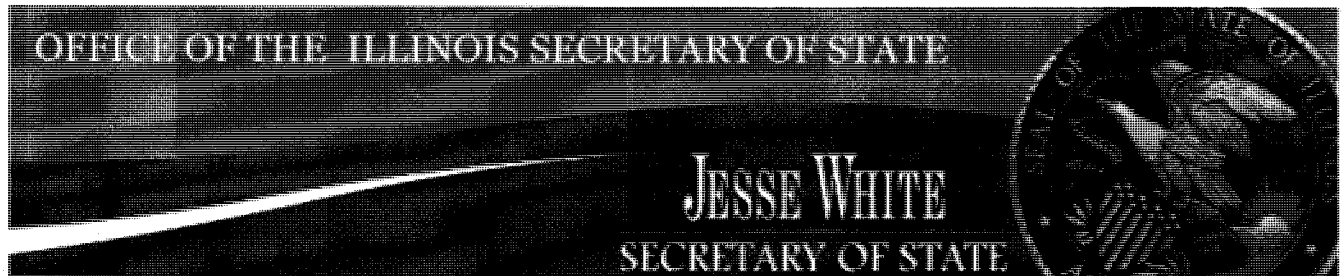


Ajoy K. Sinha

Acting Associate Administrator  
Office of Business Development



RR-18-4353



## CORPORATION FILE DETAIL REPORT

File Number	16977411		
Entity Name	CRAWFORD, MURPHY & TILLY, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	12/27/1963	State	DELAWARE
Agent Name	BRIAN R WELKER	Agent Change Date	04/09/2018
Agent Street Address	550 N COMMONS DR STE 116	President Name & Address	DANIEL R MECKES 1732 GREENING LN ST LOUIS MO 63122
Agent City	AURORA	Secretary Name & Address	WILLIAM L BAILEY JR 8753 LILY CT ZIONSVILLE IN 46077
Agent Zip	60504	Duration Date	PERPETUAL
Annual Report Filing Date	12/05/2017	For Year	2017

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OFFSET CONTRACT INQUIRY

10:52 05/11/18

ACTION: S

VENDOR NUMBER= \*\*\*\*\*

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 05/11/18 AT 10:52 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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DESIGN UPON REQUEST  
DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 24<sup>th</sup> day of **May, 2018**, 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 **CRAWFORD, MURPHY AND TILLY, INC.**, a **corporation** authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **May 23, 2018**, to provide design section engineering services for Contract No. **RR-18-4353** for **Systemwide, Design Upon Request, On-call and As-needed**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-1, Item 3**, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **RR-18-4353** for **Systemwide, Design Upon Request, On-call and As-needed** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the DESIGN SECTION ENGINEER of **May 23, 2018**, 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 following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

B. All services performed by DESIGN SECTION ENGINEER shall be performed according to professional standards and in accordance with the Design Section Engineer's Manual for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

C. The DESIGN SECTION ENGINEER shall perform its services hereunder with the same degree of care, skill and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing under similar circumstances.

## ARTICLE II

### Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or May 25, 2018** and ending **December 31, 2026**, in accordance with the schedule included in the attached proposal.

Notwithstanding anything in this Agreement, the DESIGN SECTION ENGINEER, including the DESIGN SECTION ENGINEER's subcontractors, if any, shall not be responsible hereunder for any delay, default or nonperformance of this Agreement, if and to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike or shortage, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, or any other cause beyond the reasonable control of such party.

## ARTICLE III

### Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as each of these amounts are shown in Exhibit "1") with an upper limit of compensation of **Three Million Dollars and No Cents (\$3,000,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

## ARTICLE IV

### Scope of the Service – “Upon Request” Contracts

The DESIGN SECTION ENGINEER understands that this is an “assignment(s) upon request” contract wherein the DESIGN SECTION ENGINEER will be assigned various tasks over the duration of this Contract. Thus, the extent of services will not be determined until such time that a task has been assigned by the TOLLWAY. Upon assignment of a Task, the DESIGN SECTION ENGINEER shall meet with representatives of the TOLLWAY; prepare a scope of services to complete the task; and submit a Proposal for the services to be performed. The DESIGN SECTION ENGINEER shall perform the task for not more than the total proposed task fee as authorized by the TOLLWAY. In no event will the DESIGN SECTION ENGINEER be entitled to additional compensation due to its errors in estimating the time, costs or expertise required to complete the task assignments. Only upon a change in the scope of task services, as documented in writing by the DESIGN SECTION ENGINEER and subsequently approved in writing by the Chief Engineering Officer, will any additional fees be approved. The total compensation for the entirety of all task assignments shall not be in excess of **Three Million Dollars and No Cents (\$3,000,000.00)** being the amount set as the Upper Limit of Compensation for this Contract.

## ARTICLE V

### Compliance with State and Other Laws

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

### Governing Law; Exclusive Jurisdiction

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

### Confidentiality

DESIGN SECTION ENGINEER, including its agents and subconsultants, to this AGREEMENT may have or gain access to confidential data or information owned or maintained by the TOLLWAY in the course of carrying out its responsibilities under this AGREEMENT. The DESIGN SECTION ENGINEER shall presume all information

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

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

## ARTICLE VI

### Responsibility for Injuries and Damages

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

## ARTICLE VII

### Insurance

The DESIGN SECTION ENGINEER agrees to procure and maintain during the entire term of this contract and any extensions thereto, at its own expense and without additional expense to the TOLLWAY, adequate insurance for claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the DESIGN SECTION ENGINEER, his agents, representatives, employees or subcontractors. Work shall not commence until all

insurance required by this section has been obtained and acceptable documentation provided to the TOLLWAY. Acceptable insurance companies shall be authorized or approved to transact business under the laws of the State of Illinois, shall be rated by A.M. Best and Company with a financial strength rating of "A-" or better and a financial size category of not less than "VII".

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

- a. Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the DESIGN SECTION ENGINEER's employees acting within the course and scope of their employment.
- b. Commercial General Liability Insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 10/03 or equivalent, covering premises operations, independent contractors, blanket contractual liability, and personal injury with minimum limits of \$1,000,000.00 (One Millions Dollars) each occurrence and \$2,000,000.00 (Two Million Dollars) annual general aggregate.

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

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

All deductible or self-insured retentions must be declared and are the sole responsibility of the DESIGN SECTION ENGINEER. The Illinois State Toll Highway Authority shall be named an "additional insured" for the commercial general liability and automobile liability coverage. These policies shall be primary for the additional insured

and not contributing with any other insurance or similar protection available to the additional insured. Copies of the applicable "additional insured" endorsements will be provided to the TOLLWAY with the insurance documentation.

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

## ARTICLE VIII

### Ownership of Documents

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

## ARTICLE IX

### Financial Statement

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

## ARTICLE X

### Successors and Assigns

The TOLLWAY and DESIGN SECTION ENGINEER each bind themselves, their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Except as

this Agreement provides, neither the TOLLWAY nor the DESIGN SECTION ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

## ARTICLE XI

### Subcontractors

The DESIGN SECTION ENGINEER shall not subcontract or assign services to be performed under this Agreement without prior written approval of the TOLLWAY, except that the DESIGN SECTION ENGINEER may without such prior approval, contract with others for photogrammetric maps, equipment and supplies, printed matter, and other reproductions and stenographic, clerical or any other non-technical services.

## ARTICLE XII

### Suspension

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

## ARTICLE XIII

### Termination

#### A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the DESIGN SECTION ENGINEER. Upon termination and within ten (10) days of said termination, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report, in form satisfactory to the Chief Engineering Officer of the TOLLWAY, including information as to all the services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineering Officer of the TOLLWAY. The TOLLWAY will review the Progress Report and services and determine the percentage of the work required to be performed under this Agreement that has been completed by the DESIGN SECTION ENGINEER. In case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineering Officer shall be final. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER

shall, additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to date of termination in accordance with the requirements of the Design Section Engineer's Manual in effect at the date of contract execution, and as revised thereafter.

In the event the Chief Engineering Officer of the TOLLWAY requires additional services to be performed by the DESIGN SECTION ENGINEER to complete certain elements of the engineering services, the DESIGN SECTION ENGINEER shall prepare a final Progress Report on completion of the additional services. The TOLLWAY will review the final Progress Report and determine the percentage of completed services performed under the Agreement by the DESIGN SECTION ENGINEER.

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

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

#### B. Termination for Cause

1. In the event the DESIGN SECTION ENGINEER fails to meet any of its contractual obligations, as set forth in this Agreement including the proposal, then the TOLLWAY, at its option, may consider the Agreement as canceled effective upon the delivery of written Notice of Termination for Cause to the DESIGN SECTION ENGINEER, and the DESIGN SECTION ENGINEER shall have no further claims or rights against the TOLLWAY except as set forth herein. The TOLLWAY may, as additional remedies, and without prejudice to or waiver of any other right or remedy which it possesses hereunder or as a matter of law, complete the performance of the engineering services with its own forces, or secure services from any other available source and any difference in cost shall be charged back to the DESIGN SECTION ENGINEER, or at the option of the TOLLWAY the DESIGN SECTION ENGINEER shall promptly pay for or reimburse the TOLLWAY for any such difference in cost, or the TOLLWAY may deduct any such cost from any payments due or to become due the DESIGN SECTION ENGINEER, if any. In addition to any difference in cost for services



incurred by the TOLLWAY, the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY for any costs, fees, or expenses, including administrative, engineering and legal expenses incurred by the TOLLWAY due to the failure of the DESIGN SECTION ENGINEER to meet such obligations. The foregoing costs, fees and expenses, may, at the direction of the TOLLWAY, be deducted from any sums remaining due for services properly performed prior to the effective date of the cancellation and termination.

2. The conditions for termination for cause are as follows:
  - a. If DESIGN SECTION ENGINEER becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law established for the relief of debtors;
  - b. If a receiver, trustee or liquidator of any of the property or income of DESIGN SECTION ENGINEER shall be appointed;
  - c. If DESIGN SECTION ENGINEER shall fail to perform the scope of services, or any part thereof, with the diligence necessary to maintain its progress and complete the scope of services as prescribed by the time schedule and shall fail to take such steps as directed by the TOLLWAY to remedy delays within five (5) days after written notice thereof from TOLLWAY;
  - d. If DESIGN SECTION ENGINEER shall violate any of the terms, provisions, conditions, covenants, or Certifications contained in this Agreement and shall fail to take such steps as directed by the TOLLWAY to remedy such default within five (5) days after written notice thereof from TOLLWAY.

3. Upon termination for cause, and within ten (10) days of such notice, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report in a form satisfactory to the Chief Engineering Officer of the TOLLWAY, including information as to all services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineering Officer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of services that have been performed under this Agreement by the DESIGN SECTION ENGINEER. In the case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineering Officer shall be final. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to the date of termination in accordance with the requirements of the Design Section Engineer's Manual in effect at the date of contract execution, and as revised thereafter.

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Record Retention and Audit

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

The DESIGN SECTION ENGINEER shall maintain in the State of Illinois, for a minimum of five years from the latter of the date of completion of the CONTRACT or the date of final payment under the CONTRACT, adequate books, records, and supporting documents from an accounting system maintained in accordance with generally accepted accounting principles to verify the amounts, recipients, uses and methods of all disbursements of funds passing in conjunction with the CONTRACT. The five year record maintenance period shall be extended for the duration of any audit in progress at the time of that period's expiration. The DESIGN SECTION ENGINEER shall at its own expense make such records available in a timely manner for inspection and audit

(including copies and extracts of records) as required by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation, and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents at all reasonable times and without prior notice. For purposes of this section, "timeliness" will be considered production within the time period specified by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, but no later than thirty days after a request for records being made unless otherwise agreed to by the parties. The DESIGN SECTION ENGINEER agrees to cooperate fully with any audit conducted by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, and to provide full access to all relevant materials. The auditors reserve the right to enter the DESIGN SECTION ENGINEER's place of business in order to audit the records. If they are not produced in a timely manner by the DESIGN SECTION ENGINEER, then the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

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

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

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

\$50,000 in aggregate of the audit report or findings of material performance or compliance deficiencies.

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

## ARTICLE XVI

### Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **Crawford, Murphy and Tilly, Inc., 550 N. Commons Drive, Suite 116, Aurora, Illinois 60504**, or to the Chief Engineering Officer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

## ARTICLE XVII

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

The DESIGN SECTION ENGINEER'S QA/QC PLAN for this PROJECT must be presented by the DESIGN SECTION ENGINEER fourteen (14) days after receiving the signed contract. After acceptance by the TOLLWAY, the DESIGN SECTION ENGINEER must adhere to this QA/QC Plan and will be required to periodically confirm, in writing, that they have complied with the approved plan. The statement of compliance must be submitted to the TOLLWAY Project Manager with each milestone submittal (preliminary plans, draft reports, soil report, drainage study, etc.).

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

## ARTICLE XVIII

### Miscellaneous

This Agreement, when executed by the DESIGN SECTION ENGINEER, shall be an offer by the DESIGN SECTION ENGINEER to the TOLLWAY and shall not be construed as an offer by the TOLLWAY to the DESIGN SECTION ENGINEER. All Agreements are subject to the statutes, rules, regulations and policies governing the TOLLWAY and are expressly subject to the approval of the TOLLWAY's Board of Directors, the Procurement Policy Board, the Chief Procurement Officer for General Services, and the Attorney General of the State of Illinois.

## ARTICLE XIX

### Inspector General

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

## ARTICLE XX

### Engineer Selection Process

The TOLLWAY and the DESIGN SECTION ENGINEER hereby certify that they are in compliance with the provisions of the Architectural, Engineering and Land Surveying Qualifications Based Selection Act (30 ILCS 535) with respect to the procurement of the services covered in this Agreement.

## ARTICLE XXI

### Report of a Change in Circumstances

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

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

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

## ARTICLE XXII

### 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 Agreement for CONTRACT RR-18-4353 the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

CRAWFORD, MURPHY AND  
TILLY, INC.

By [Redacted] 6/21/18  
Chair/Executive Director-Signature Date  
Robert Schillerstrom/Elizabeth Gorman

[Redacted] 5/24/18  
President-Signature Date  
Vice President

Kevin D. Nelson

Printed Name as Signed Above

APPROVED:

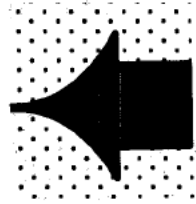
[Redacted] 6-18-18  
Chief Financial Officer - Signature Date  
Michael Colsch

APPROVED:

[Redacted] 6/18/18  
Acting General Counsel - Signature Date  
Elizabeth Oplawski

Approved as to Form and Constitutionality

[Redacted] 6-18-2018  
Attorney General, State of Illinois - Robert Lane - Signature Date





Mr. Kevin D. Nelson, Vice President  
Crawford, Murphy and Tilly, Inc.  
550 N. Commons Drive, Suite 116  
Aurora, IL 60504

Re: Contract RR-18-4353  
Systemwide, Design Upon Request  
On-call and As-needed

#### NOTICE TO PROCEED

Dear Mr. Nelson:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated May 23, 2018, for Design Section Engineering Services for Contract RR-18-4353. You are hereby authorized to commence with the work as of June 22, 2018, and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

In advance of your first billing, the prime and subconsultants (if any) must submit a Project Employee Payroll Change (PEPC) form and certified payroll with a signed affidavit for all employees that are listed on the PEPC form for your contract. We request PEPC forms and the certified payroll in advance so that upon receipt of your first invoice, any associated issues regarding payroll have an opportunity to be resolved. Please send either hard copy or electronic copy, but not both.

PEPC forms should have an effective date that corresponds to the effective date of this Notice to Proceed. PEPC forms may be submitted by U.S. Mail, other delivery services, or by email to: [documentcontrol@getipass.com](mailto:documentcontrol@getipass.com). Hard copies should be addressed to the attention of **Document Control Manager**.

Certified payroll should have an effective date after, but within three weeks of the effective date of this Notice to Proceed. Payrolls may be submitted by U.S. Mail, other delivery services, or by e-mail to: [accountspayable@getipass.com](mailto:accountspayable@getipass.com). Hard copies should be addressed to the attention of **Disbursement Control Supervisor** and the envelope containing the documents should be clearly marked "Certified Payroll".

This contract is subject to the Illinois Procurement Code 30 ILCS 500. This code requires the General Contractor to submit certification/disclosure forms from the prime contractor and subcontractors of **all** tiers, known at the time of bid or offer whose contract value exceeds \$50,000. Failure to submit certification/disclosures in an acceptable format could result in a delay in notice to proceed or a conditional notice to proceed. Contractors who have not submitted certifications/disclosures in an acceptable format will not be allowed to start work.



Contract RR-18-4345  
Notice to Proceed  
Page 2 of 2

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.

In accordance with Design Section Engineer's Manual, Section 7.0 – Quality Assurance, 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 Engineering Officer.

---

Please contact John Szabo at 630-241-6800 extension 6213 for further information.

Sincerely,



---

Paul D. Kovacs, P.E.  
Chief Engineering Officer  
PDK: cmhg

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

Dorothy Jablonski  
Sue Biggs  
SPO

File: 02.4345.01.04 LT\_Tollway\_PDK\_4345CrawfordMurphyTilly-NTP\_06222018



June 22, 2018

Mr. Kevin D. Nelson, Vice President  
Crawford, Murphy and Tilly, Inc.  
550 N. Commons Drive, Suite 116  
Aurora, IL 60504


Re: Contract RR-18-4353  
Systemwide, Design Upon Request  
On-call and As-needed

Dear Mr. Nelson:

~~Enclosed is one fully executed Duplicate Original of the Agreement by and between Crawford, Murphy and Tilly, Inc., and The Illinois Tollway.~~

This Agreement is transmitted to your attention for your records.

Sincerely,

  
Paul D. Kovacs, P.E.  
Chief Engineering Officer

PDK/cmhg

Enclosure

cc: PM – John Szabo

File: 02-4353-01-01  
LT\_Tollway\_PDK\_4353-CrawfordMurphyTillyAgreement\_06222018

## DESIGN SECTION ENGINEER PROPOSAL

### FOR CONTRACT NUMBER RR-18-4353

This proposal, dated May 23, 2018, is submitted by Crawford, Murphy and Tilly, Inc of Aurora, Illinois for Design Section Engineer's Service.

#### DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract RR-18-4353 for which we propose to provide Design Section Engineering Services is systemwide, in Various County (Counties), Illinois.

#### SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 18-1 Item 3, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, in effect at the date the contract is awarded, and as revised thereafter, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

#### RESPONSIBILITY

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

#### FEE PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 3,000,000.00 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

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

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

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

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

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

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

KEY PERSONNEL - Exhibit E is a list of the Key Personnel who will be assigned to this project, should this proposal be accepted, together with a brief resume for each. It is understood that the TOLLWAY reserves the right to review the performance of assigned

personnel at any time and the DESIGN SECTION ENGINEER agrees to replace or re-assign personnel who are deemed by the TOLLWAY to not be suited to the task to which they are assigned. The DESIGN SECTION ENGINEER further agrees to assign employees to this project in a manner which will minimize engineering design expenses to the TOLLWAY.

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

TERMS AND CONDITIONS - This document hereby incorporates by reference the "Contract" attached hereto and made a part hereof. The DESIGN SECTION ENGINEER understands and agrees that it shall be bound by the terms and conditions contained in the attached Contract including but not limited to those items contained in the Article titled "Insurance". The DESIGN SECTION ENGINEER shall provide a copy of a Certificate of Insurance as Exhibit I. In the event there is a conflict between the terms of this proposal and the terms of the attached Contract, the terms contained in the Contract shall control. The DESIGN SECTION ENGINEER also agrees that it shall be required to procure and maintain additional insurance, if any is listed below, under the same terms and conditions specified in the Agreement. Specialized, project specific insurance, namely Railroad Protective Liability Insurance, may be considered for reimbursement as a direct cost.

Said additional insurance shall be in addition to any and all insurance required by the Contract.

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

INVOICES for services performed and expenses incurred through December 31<sup>st</sup> must be submitted to the TOLLWAY no later than February 28<sup>th</sup> of the subsequent year. The DESIGN SECTION ENGINEER expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the DESIGN SECTION ENGINEER fails to obtain prior written approval from the Chief Engineering Officer for an alternative INVOICE submission date. DESIGN SECTION ENGINEER will request such approval or an INVOICE submittal extension no later than February 15<sup>th</sup>.

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

The DESIGN SECTION ENGINEER shall maintain in the State of Illinois, for a minimum of five years from the latter of the date of completion of the CONTRACT or the date of final payment under the CONTRACT, adequate books, records, and supporting

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

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

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

Failure to maintain or make available the books, records, and supporting documents required by this Section shall establish a presumption in favor of the TOLLWAY for recovery of any funds paid by the TOLLWAY under the contract for which adequate



books, records and supporting documentation are not available to support their purported disbursement.

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

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

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT RR-18-4353

SUBMITTED BY:

FIRM NAME: Crawford, Murphy and Tilly, Inc.

ADDRESS: 550 N. Commons Drive, Suite 116

CITY, STATE &  
ZIP CODE: Aurora, Illinois 60504

TELEPHONE: 630-820-1022

FACSIMILE: 630-820-0350

SIGNED BY: 

PRINTED NAME: Kevin D. Nelson

TITLE: Vice President and Co-Manager of the Aurora Regional Office

## CONFLICT OF INTEREST REVIEW AND DETERMINATION

If a vendor or subcontractor discloses any of the relationships identified in Section 50-35(b) of the Procurement Code, the Agency/University must complete this form and submit it to the assigned SPO for further action, which may include forwarding the form to the CPO or the PPB.

Sections I-V must be completed by the Agency/University and must not have any blank responses; if a question is not applicable, complete by stating "N/A".

### SECTION I - AGENCY/UNIVERSITY REQUESTING THE REVIEW

Using Agency/University: Illinois State Toll Highway Authority

Contact Person: Paul D. Kovacs

Title: Chief Engineering Officer

Phone: 630-241-6800 x3901

Email: PaulKovacs@getipass.com

### SECTION II - VENDOR/SUBCONTRACTOR INFORMATION NEEDING REVIEW

Name of Vendor/Subcontractor: CMT Companies, Inc.

Contact Person: Thomas Roy

Title: SVP & CFO

Phone: 217-787-8050

Email: troy@cmtengr.com

### SECTION III - PROPOSED CONTRACT INFORMATION

Describe the proposed contract: see attached

Procurement Bulletin Reference Number: 22041929 Date Award Posted to Bulletin: Not Yet Published

This is the:  Initial Contract  Renewal Contract Number: RR-18-4353

Contract/Renewal Estimated Start Date: 7/1/2018 Contract/Renewal Estimated End Date: 12/31/2026

Describe future renewal options (i.e. 1 two-year option): N/A

Total Contract/Renewal Amount: \$ 3,000,000.00 Value is:  Actual  Estimated

The entity with the potential conflict of interest is the:  Prime or Awarded Vendor  
 Subcontractor Subcontractor of:  
 Parent Parent of: Crawford, Murphy & Tilly, Inc.

If this is a conflict of interest review for a subcontractor, what is the estimated value of the subcontract? \$ N/A

What was the original method of procurement used to select this vendor (RFP, IFB, Small Purchase, Sole Source, Emergency, etc.)?

See attached.

**SECTION IV - EXPLANATION OF POTENTIAL CONFLICTS OF INTEREST**

1. Provide the following information for EACH individual identified as having any of the relationships identified in Section 50-35 (b) of the Procurement Code:

Name of individual: **Eleven individuals identified. See attached for responses to 1. and 2. for each.**

Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20:

Does the relationship disclosed involve an Agency/University State employee:  Yes  No

If Yes, complete the following:

Start date:

Job title and responsibilities:

Individual's annual salary: \$

Was this individual in a position to influence the State's award of this contract?  Yes  No

2. Explain the potential or actual conflict of interest:

**See attached.**

3. Why is it in the best interest of the agency/university to contract with this vendor despite the potential or actual conflict of interest?

**See above described need for this contract.**

4. Has the PPB previously reviewed the potential conflict of interest in the current fiscal year and recommended no further action?  
 Yes  No

If yes, describe any change in circumstance and how that might result in a different ruling.

5. What is the funding source for this contract? (check all that apply)

Federal Funds

State Appropriated Funds

Other (Explain): **Illinois Tollway Capital Program**

**SECTION V - AGENCY/UNIVERSITY REPRESENTATIVE CHECKLIST AND SIGNATURE**

The following documents are included with this request to the SPO:

Copy of Agency/University Internal Approval or waiver of the conflict

Completed and Signed Conflict of Interest Review and Determination Form

Copy of Proposed Contract (may be the proposed contract sent in with a RFP response, a copy of the solicitation response, etc.)

Copy of the Disclosure/Certification Documents Submitted by the Vendor

Prior Procurement Policy Board Conflict of Interest Review Letter for this Vendor

Additional information:

As authorized representative of the Agency/University, I do not view the relationship disclosed above as creating a potential for a conflict of interest based on the circumstance and accordingly request authorization to proceed with the contract.

As authorized representative of the Agency/University, I am submitting this information for review in order to determine whether there is a potential for a conflict based on the described circumstance, and request authorization to proceed with the contract for the reasons stated above.

\_\_\_\_\_  
Agency/University Representative Signature  
Paul D Kovacs

\_\_\_\_\_  
Agency/University Representative Printed Name

Chief Engineering Officer

\_\_\_\_\_  
Agency/University Representative Title  
PaulKovacs@getipass.com

\_\_\_\_\_  
Email Address

5124118

\_\_\_\_\_  
Date

630-241-6800 x3901

\_\_\_\_\_  
Telephone

**SECTION VI – STATE PURCHASING OFFICER REVIEW AND SIGNATURE**

- I do not view the relationship disclosed above as creating a potential for a conflict of interest. The disclosed relationship does not preclude the Agency/University from entering into the proposed contract for the supplies or services outlined in this form. [SPO to send signed form to the Agency/University—no referral to CPO or PPB necessary]
- I find the request and justification is not sufficiently clear and needs CPO review and determination whether the disclosed information presents a potential for a conflict of interest. [SPO to forward material to CPO]
- I find a potential for a conflict of interest and refer this request to the PPB for review and recommendation. All relationships disclosed under 50-35(b)(1) or (b)(2) are considered as presenting a potential for a conflict. [SPO to scan and email signed copies (keep originals) to: matthew.vonbehren@illinois.gov with cc: to deanna.rossetto@illinois.gov and tonya.wallace@illinois.gov.]

Additional comments:  
[Redacted]

\_\_\_\_\_  
SPO Signature  
sheri.friend@illinois.gov  
Email Address

\_\_\_\_\_  
Sheri Friend  
SPO Printed Name  
217-558-5075  
Telephone

5/29/18  
Date

**SECTION VII – CHIEF PROCUREMENT OFFICER REVIEW AND SIGNATURE (required if SPO refers to CPO for further review)**

- After considering the material provided, I do not view the relationship disclosed above as creating a potential for a conflict of interest. The disclosed relationship does not preclude the Agency/University from entering into the proposed contract. [CPO to send signed form to SPO for distribution to the Agency/University]
- After considering the material provided, I find a potential for a conflict of interest and refer this request to the PPB for review and recommendation. The Agency/University may not enter into the proposed contract pending recommendation of the PPB and subsequent final determination by the CPO. [CPO to scan and email signed copies (not originals) of material provided to the PPB.]

Additional comments:

\_\_\_\_\_  
CPO Signature  
\_\_\_\_\_  
Email Address

\_\_\_\_\_  
CPO Printed Name  
\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**SECTION VIII – PROCUREMENT POLICY BOARD REVIEW AND SIGNATURE (required only if SPO/CPO refers to PPB for further review)**

- After careful review of the documentation provided, I do not view the relationship disclosed above as creating a conflict of interest sufficient to preclude the Agency/University from entering into the proposed contract.
- After careful review of the documentation provided, I view the relationship disclosed above as creating a conflict of interest sufficient to preclude the Agency/University from entering into the proposed contract. The detailed reasons are shown on the attached Recommendation of the Procurement Policy Board. This recommendation shall be forwarded to the Executive Ethics Commission in accordance with Section 50-35(d) of the Procurement Code.

\_\_\_\_\_  
Procurement Policy Board Signature  
matthew.vonbehren@illinois.gov  
Email Address

Matthew Von Behren  
Procurement Policy Board Printed Name  
217 785 3988  
Telephone

5/30/18  
Date

PPB COIRR 160225 V10

### SECTION III – PROPOSED CONTRACT INFORMATION

*Describe the proposed contract:* 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) Clean and Televis Drainage System; 2) Sign and Wall Repairs, Systemwide; 3) On call and as-needed work related on the Tollway system.

*What was the original method of procurement used to select this vendor (RFP, IFB, Small Purchase, Sole Source, Emergency, etc.)?*

Crawford, Murphy & Tilly, Inc. was selected based on the qualification based selection process as solicited through the Tollway's Professional Services Bulletin (PSB) 18-1. The knowledge and experience of Crawford, Murphy & Tilly, Inc. was considered during the selection process.

### SECTION IV - EXPLANATION OF POTENTIAL CONFLICTS OF INTEREST

1. Name of individual: **Randall L. Vogel**  
Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **IPG Parent Entity, Step 3, question 2, and Step 4, question 2: Randall L. Vogel's spouse, Jerri E. Vogel**  
Does the relationship disclosed involve an Agency/University State employee: **Yes**  
If Yes, complete the following:  
Start date: **2016**  
Job title and responsibilities: **Bureau Chief**  
Individual's annual salary: **Greater than \$106,447.20**  
Was this individual in a position to influence the State's award of this contract? **No**
2. Explain the potential or actual conflict of interest: **Jerri E. Vogel is currently employed by the Illinois Department of Human Services.**
  
1. Name of individual: **Raed A. Armouti**  
Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **IPG Parent Entity, Step 3, question 4, and Step 4, question 6: Raed A. Armouti's spouse, Veronica Armouti**  
Does the relationship disclosed involve an Agency/University State employee: **No**  
If Yes, complete the following:  
Start date:  
Job title and responsibilities:  
Individual's annual salary:  
Was this individual in a position to influence the State's award of this contract?
2. Explain the potential or actual conflict of interest: **Veronica Armouti currently serves as a State Nursing Board Director for the Illinois Department of Financial and Professional Regulation. There is no salary for this position.**
  
1. Name of individual: **James M. Michael**  
Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **IPG Parent Entity, Step 4, question 2: James M. Michael's spouse, Erica T. Michael**  
Does the relationship disclosed involve an Agency/University State employee: **Yes**  
If Yes, complete the following:  
Start date:  
Job title and responsibilities: **Assistant to the Chancellor**  
Individual's annual salary: **Less than \$106,447.20**  
Was this individual in a position to influence the State's award of this contract? **No**
2. Explain the potential or actual conflict of interest: **Erica T. Michael is currently employed by the University of Illinois at Springfield.**

1. Name of individual: **Christina L. Crites**  
Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **IPG Parent Entity, Step 4, question 2: Christina L. Crites' spouse, Jeremy Crites**  
Does the relationship disclosed involve an Agency/University State employee: **Yes**  
If Yes, complete the following:  
Start date:  
Job title and responsibilities: **Network Engineer**  
Individual's annual salary: **Less than \$106,447.20**  
Was this individual in a position to influence the State's award of this contract? **No**
2. Explain the potential or actual conflict of interest: **Jeremy Crites is currently employed by Teachers Retirement System.**

1. Name of individual: **George T. Cain**  
Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **IPG Parent Entity, Step 4, question 2: George T. Cain's spouse, Melissa Cain**  
Does the relationship disclosed involve an Agency/University State employee: **Yes**  
If Yes, complete the following:  
Start date:  
Job title and responsibilities: **Information Specialist II**  
Individual's annual salary: **Less than \$106,447.20**  
Was this individual in a position to influence the State's award of this contract? **No**
2. Explain the potential or actual conflict of interest: **Melissa Cain is currently employed by the Illinois EPA.**

1. Name of individual: **Douglas R. Gregory**  
Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **IPG Parent Entity, Step 4, question 2: Douglas R. Gregory's spouse, Brenda Gregory**  
Does the relationship disclosed involve an Agency/University State employee: **Yes**  
If Yes, complete the following:  
Start date:  
Job title and responsibilities: **Adjunct Professor**  
Individual's annual salary: **Less than \$106,447.20**  
Was this individual in a position to influence the State's award of this contract? **No**
2. Explain the potential or actual conflict of interest: **Brenda Gregory is currently employed by the University of Illinois at Springfield.**

1. Name of individual: **H. Edward Cramer**  
Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **IPG Parent Entity, Step 4, question 2: H. Edward Cramer's spouse, Kelly Cramer**  
Does the relationship disclosed involve an Agency/University State employee: **Yes**  
If Yes, complete the following:  
Start date:  
Job title and responsibilities: **Registered Nurse**  
Individual's annual salary: **Less than \$106,447.20**  
Was this individual in a position to influence the State's award of this contract? **No**
2. Explain the potential or actual conflict of interest: **Kelly Cramer is currently employed by SIU School of Medicine.**

1. Name of individual: **David Kyle Peabody**  
Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **IPG Parent Entity, Step 4, question 4: David Kyle Peabody's father, Richard Dean Peabody**  
Does the relationship disclosed involve an Agency/University State employee: **No**  
If Yes, complete the following:  
Start date:  
Job title and responsibilities:  
Individual's annual salary:  
Was this individual in a position to influence the State's award of this contract?
2. Explain the potential or actual conflict of interest: **Richard Dean Peabody is currently Cazenovia Township Supervisor in Woodford County, Illinois. Salary is \$3,600 per year.**

1. Name of individual: **Scott L. Desplinter**  
Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **IPG Parent Entity, Step 4, question 4: Scott L. Desplinter's spouse, Kimberly Desplinter**  
Does the relationship disclosed involve an Agency/University State employee: **No**  
If Yes, complete the following:  
Start date:  
Job title and responsibilities:  
Individual's annual salary:  
Was this individual in a position to influence the State's award of this contract?
2. Explain the potential or actual conflict of interest: **Kimberly Desplinter is currently serving as an Elmwood Library Board Member which is an elected position. There is no salary for this position.**

1. Name of individual: **Eric J. Hansen**  
Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **IPG Parent Entity, Step 4, question 5: Eric J. Hansen**  
Does the relationship disclosed involve an Agency/University State employee: **No**  
If Yes, complete the following:  
Start date:  
Job title and responsibilities:  
Individual's annual salary:  
Was this individual in a position to influence the State's award of this contract?
2. Explain the potential or actual conflict of interest: **Eric Hansen is currently serving as a member of the Zoning Board for the Village of Tremont, Illinois, for which he is paid a stipend of \$660 for the year.**

1. Name of individual: **Stanley P. Hansen**  
Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **IPG Parent Entity, Step 4, question 10: Stanley P. Hansen's mother, Janet Hansen**  
Does the relationship disclosed involve an Agency/University State employee: **No**  
If Yes, complete the following:  
Start date:  
Job title and responsibilities:  
Individual's annual salary:  
Was this individual in a position to influence the State's award of this contract?
2. Explain the potential or actual conflict of interest: **Janet Hansen serves as a paid election official in Morgan County, Illinois. There is no salary for this position; however, she receives a \$125 stipend for services on election days.**





**ILLINOIS TOLLWAY**  
**STANDARD BUSINESS TERMS AND CONDITIONS**

ILLINOIS TOLLWAY CONTRACT NO.: RR-18-4353

CONTRACTOR/CONSULTANT (NAME): Crawford, Murphy & Tilly, Inc.

**1. PAYMENT TERMS AND CONDITIONS:**

- 1.1 **Minority Contractor Initiative:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.2 **Expenses:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 1.3 **Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 1.4 **Federal Funding:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.5 **Invoicing:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through December 31 of any year must be submitted to the State no later than February 28 of the following year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
  - 1.5.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
  - 1.5.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

**2. ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.

**3. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the

contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses,

losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

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

or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

19. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
20. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
21. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
22. **WARRANTIES FOR SUPPLIES AND SERVICES:**

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

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

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

23. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**

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

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

25.2 **Report of a Change in Circumstances:** The Vendor 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 Vendor'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 Vendor's Certification/Disclosure Forms, the Vendor's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, Vendor agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the Vendor, 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 Vendor agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The Vendor agrees to forward or relay to the Tollway any reports received from subconsultants pursuant to this paragraph within 21 days.

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

**25.3 VENDOR SUPPLEMENTAL PROVISIONS**


Vendor Supplemental Provisions:

**STATE OF ILLINOIS**  
**SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS**

Crawford, Murphy & Tilly, Inc. agrees with the terms and conditions set forth in the Professional Services Bulletin, 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.

The Illinois Tollway hereby agrees to the exceptions provided by Crawford, Murphy & Tilly, Inc. and to the Additional Terms and Conditions provided by Crawford, Murphy & Tilly, Inc.

Agreed: Crawford, Murphy & Tilly, Inc.	Agreed:
By: Kevin D. Nelson, PE	By:
Signed: 	Signed:
Position: Vice President	Position:
Date: 4/24/18	Date:



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

**Date:** 2/8/18

**Project Number:** RR-18-4353

**Project Name:** Systemwide DUR

**DELINQUENT DEBT REVIEW  
CONTRACTOR/  
CONSULTANT**

Sub-Contractor/Consultant Disclosure.

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

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

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

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

**Contractor/Consultant:** Crawford, Murphy & Tilly, Inc.

**Federal Employment Identification Number (FEIN):** [REDACTED]

**E-Mail:** knelson@cmtengr.com

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

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

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
2IM Group, LLC		118 S. Clinton Street Suite 350 Chicago, IL 60661	Drainage Design	6%
EFK Moen		303 Fountains Pkwy, Ste 240 Fairview Heights, IL 62208	Structural and civil	6%
ABNA		9901 S Western St Suite 001 Chicago, IL 60643	Structural and civil	6%
Juneau Associates		555 W Central Road Suite 101 Hoffman Estates, IL 60192	Survey and constructability	4%



David Mason & Associates	[REDACTED]	464 N Milwaukee Ave Chicago, IL 60654	Survey and civil	6%
WBK Engineering	[REDACTED]	116 W Main Street Suite 201 St Charles, IL 60174	Civil/Structural design	6%

Signature: [REDACTED]

Date: 2/13/18

Printed Name: Kevin D. Nelson

**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: Crawford, Murphy & Tilly, Inc.

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: 

Legal Status (check one):

- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Governmental                           |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident alien                      |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Estate or trust                        |
| <input type="checkbox"/> Legal Services Corporation   | <input type="checkbox"/> Pharmacy (Non-Corp.)                   |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing<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"/> C = corporation                        |
|   | <input type="checkbox"/> P = partnership                        |

Signature of Authorized Representative: 

Date: April 12, 2018

# Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 14819

**Crawford, Murphy & Tilly, Inc.**

2750 West Washington Street

Springfield IL 62702

Information for this business last updated on:

Wednesday, September 24, 2014

Certificate produced on Wednesday, September 24, 2014 at 2:07  
PM



EXHIBIT "1"

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**Vendor Registration: View Form**

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

Crawford Murphy and Tilly, Inc.

System Vendor Number: 20081200

[Return to Main Form](#)

**Vendor Registration**

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	8/21/2017
STATUS	Accepted
BUSINESS NAME	Crawford Murphy and Tilly, Inc.
POINT OF CONTACT	<a href="#">Tom Roy</a>
FLAG FORM	<a href="#">Add Flag</a>

**A. Business Information**

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	Y
2. NAME OF CEO/BUSINESS OWNER	Daniel R Meckes	Y
3. ANNUAL SALES/GROSS RECEIPTS	47,779,422	Y
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	12/27/1963	Y
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	Y
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Thomas Roy CPA	Y
CONTACT PERSON TITLE	SVP & CFO	
CONTACT PERSON PHONE	217-572-1035	
CONTACT PERSON EMAIL	troy@cmtengr.com	

**B. Additional Information**

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Marketing Brochure or PostcardState Agency	Y
--	--	---

### Vendor Registration: View Form

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

**Crawford Murphy and Tilly, Inc.** System Vendor Number: 20081200

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Vendor Registration	
FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	8/21/2017
STATUS	Accepted
BUSINESS NAME	Crawford Murphy and Tilly, Inc.
POINT OF CONTACT	<u>Tom Roy</u>
FLAG FORM	<u>Add Flag</u>

C. Small Business Set-Aside Program	
1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	No

Additional Information	
STAFF ATTACHED FILE(S)	<div style="border: 1px solid black; padding: 5px; display: inline-block;">Attach File</div>
<a href="#">Refresh List</a> after attaching file(s).	

**Vendor Registration: View Form**

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

Crawford Murphy and Tilly, Inc.



System Vendor Number: 20081200

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**Vendor Registration**

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	8/21/2017
STATUS	Accepted
BUSINESS NAME	Crawford Murphy and Tilly, Inc.
POINT OF CONTACT	<u>Tom Roy</u>
FLAG FORM	<u>Add Flag</u>

**D. Department of Human Rights (DHR)**

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	295	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 93788-00 12/12/2018	

**E. Authorized to do Business in Illinois**

1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	Yes, registered and in good standing with the Illinois Secretary of State	
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**Additional Information**

STAFF ATTACHED FILE(S)

[Attach File](#)

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

**Vendor Registration: View Form**

<a href="#">General</a>	<a href="#">Public Profile</a>	<a href="#">Users</a>	<a href="#">Community Codes</a>	<a href="#">Contacts &amp; Owners</a>	<a href="#">Comments</a>	<a href="#">Reviews</a>	<a href="#">Certifications</a>	<a href="#">Site Visits</a>	<a href="#">Registrations</a>
<b>Crawford Murphy and Tilly, Inc.</b>								System Vendor Number: <b>20081200</b>	

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Vendor Registration	
FORM NAME	<b>F - G. Certifications &amp; Board of Elections</b>
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	8/21/2017
STATUS	Accepted
BUSINESS NAME	Crawford Murphy and Tilly, Inc.
POINT OF CONTACT	<u>Tom Roy</u>
FLAG FORM	<u>Add Flag</u>

F. Certifications	
<p>1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT.</p> <p>Yes</p>	<input checked="" type="checkbox"/>
<p>2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3</p> <p>N/A</p>	<input checked="" type="checkbox"/>
<p>3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE</p> <p>Yes</p>	<input checked="" type="checkbox"/>
<p>4. IF YOU ARE AWARDED A CONTRACT FOR WHICH THERE WAS A CURRENT VENDOR PROVIDING THE SERVICES COVERED BY THAT CONTRACT AND THE EMPLOYEES OF THAT VENDOR WHO PROVIDED THOSE SERVICES WERE COVERED BY A COLLECTIVE BARGAINING AGREEMENT, VENDOR CERTIFIES (I) THAT IT WILL OFFER TO ASSUME THE COLLECTIVE BARGAINING OBLIGATIONS OF THE PRIOR EMPLOYER, INCLUDING ANY EXISTING COLLECTIVE BARGAINING AGREEMENT WITH THE BARGAINING REPRESENTATIVE OF ANY EXISTING COLLECTIVE BARGAINING UNIT OR UNITS PERFORMING SUBSTANTIALLY SIMILAR WORK TO THE SERVICES COVERED BY THAT CONTRACT SUBJECT TO ITS BID OR OFFER; AND (II) THAT IT SHALL OFFER EMPLOYMENT TO ALL EMPLOYEES THAT ARE THEN CURRENTLY EMPLOYED IN ANY EXISTING BARGAINING UNIT WHO PERFORMS SUBSTANTIALLY SIMILAR WORK TO THE WORK THAT WILL BE PERFORMED PURSUANT TO THAT CONTRACT. THIS DOES NOT APPLY TO HEATING, AIR CONDITIONING, PLUMBING AND ELECTRICAL SERVICE CONTRACTS. 30 ILCS 500/25-80</p> <p>Yes</p>	<input checked="" type="checkbox"/>
<p>5. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5</p> <p>Yes</p>	<input checked="" type="checkbox"/>

EXHIBIT "1"

6. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS NO PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10

Yes

7. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002, OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10.5

Yes

8. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60

Yes

9. VENDOR CERTIFIES THAT IT AND ALL AFFILIATES SHALL COLLECT AND REMIT ILLINOIS USE TAX ON ALL SALES OF TANGIBLE PERSONAL PROPERTY INTO THE STATE OF ILLINOIS IN ACCORDANCE WITH PROVISIONS OF THE ILLINOIS USE TAX ACT. 30 ILCS 500/50-12

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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



Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

EXHIBIT "1"

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

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

Yes

G. Board of Elections (BOE)

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

Yes, I certify my business is registered with BOE.

14819

Additional Information

STAFF ATTACHED FILE(S)



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

**Customer Support**

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### Vendor Registration: View Form

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**Crawford Murphy and Tilly, Inc.**

System Vendor Number: 20081200

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	8/21/2017
STATUS	Accepted
BUSINESS NAME	Crawford Murphy and Tilly, Inc.
POINT OF CONTACT	<a href="#">Tom Roy</a>
FLAG FORM	<a href="#">Add Flag</a>

H. Iran Disclosure
<p>1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? <span style="float: right;"><input type="checkbox"/></span></p> <p style="margin-left: 40px;">No business operations to disclose.</p>

Additional Information
<p>STAFF ATTACHED FILE(S) <span style="margin-left: 100px;"><a href="#">Attach File</a></span></p> <p style="margin-left: 40px;"><a href="#">Refresh List</a> after attaching file(s).</p>

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

IPB Reference #: 22041929

Procurement/Contract #: Items RR-18-4353

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

**1. Certification of Illinois Procurement Gateway Registration**

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: 20081200

IPG Expiration Date: August 22, 2018

**2. Certification Timely to this Solicitation or Contract**

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012).  Yes  No

**3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)**

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.  Yes  No

**4. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)**

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.  Yes  No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

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

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: Click here to enter text.

**5. Disclosure of Current and Pending Contracts**

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes  No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Click here to enter text.	Click here to enter text.	See Attached Project List	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**6. Signature**

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: Crawford, Murphy & Tilly, Inc.

Phone: 217-787-8050

Street Address: 2750 W Washington St.

Email: troy@cmtengr.com

City, State, Zip: Springfield, IL

Vendor Contact: Thomas Roy

Signature

Date: April 12, 2018

Printed Name: Thomas Roy CPA

Title: SVP

**Disclosure of Current and Pending Contracts**

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
IL DEPARTMENT OF TRANSPORTATION	IDOT DIST #9 VARIOUS VARIOUS WO PTB 145-32	ACTIVE	750,000	JOB NO. D-99-002-07 PTB # 145-32
IL DEPARTMENT OF TRANSPORTATION	IDOT DIST #9 VARIOUS VARIOUS WO PTB 148/034	ACTIVE	2,950,000	JOB NO. P-99-005-08 PTB #148-034
IL DEPARTMENT OF TRANSPORTATION	IDOT DIST #9 IL-13 GRADE SEPARATION	ACTIVE	1,457,383	JOB NO. D-99-015-04 PTB/ITEM 153/056
IL DEPARTMENT OF TRANSPORTATION	IDOT DIST #6 VARIOUS VARIOUS WO PTB 150-028	ACTIVE	500,000	JOB NO. D-96-022-09 PTB 150-028
IL DEPARTMENT OF TRANSPORTATION	IDOT DIST #9 L-57 & IL-13 INTER DSG	ACTIVE	3,471,426	JOB NO. D-99-040-10 PTB/ITEM 890/165
IL DEPARTMENT OF TRANSPORTATION	IDOT DIST #6 6TH ST STUDIES/DESIGN	ACTIVE	1,041,413	JOB NO. D-96-121-10 PTB # 155-053
IL DEPARTMENT OF TRANSPORTATION	IDOT DIST #6 US 67 CASS/MORGAN LINE	ACTIVE	2,664,494	JOB NO. D-96-541-02 PTB # 157-038
IL DEPARTMENT OF TRANSPORTATION	IDOT CENTRAL OFFICE VARIOUS WORK ORDERS	ACTIVE	1,200,000	JOB NO. P-30-001-12 PTB 160-21
UNIVERSITY OF IL - WILLARD AIRPORT	U OF I WILLARD TAXIWAY C PH 1 CONS	ACTIVE	272,000	IL PROJ NO. CMI-4347 AIP PROJ NO. 3-17-0016-029
UNIVERSITY OF IL - WILLARD AIRPORT	U OF I WILLARD REALIGN WIDEN SPL S	ACTIVE	10,600	IL PROJ NO. CMI-4347 AIP PROJ NO. 3-17-0016-029
IL DEPARTMENT OF TRANSPORTATION	IDOT US 24 QUINCY BRIDGE PHASE 1	ACTIVE	892,023	JOB NO. D-96-002-14 PTB #169/029
U OF I - SPRINGFIELD	UIS CIVIL STRUCTURAL RETAINER	ACTIVE	125,000	RETAINER
UNIVERSITY OF IL - WILLARD AIRPORT	U OF I WILLARD TXY C PVD SHLDR CNSTR	ACTIVE	180,000	IL PROJ NO. CMI-4382 AIP PROJ NO. 3-17-0016-030
UNIVERSITY OF IL - WILLARD AIRPORT	U OF I WILLARD RMRK RMY THOLD CNSTR	ACTIVE	15,500	IL PROJ NO. CMI-4408 AIP PROJ NO. 3-17-0016-030
UNIVERSITY OF IL - WILLARD AIRPORT	U OF I WILLARD REMV RMY 18/36 DSGN. CNST. SPC SRV	ACTIVE	428,000	IL PROJ NO. CMI-4503 AIP PROJ NO. 3-17-0016-030
IL DEPARTMENT OF TRANSPORTATION	IDOT DIST #9 L-57 & IL-13 INTER DSG	ACTIVE	4,312,719	JOB NO. D-95-028-15 PTB/ITEM 175-024
IL DEPARTMENT OF TRANSPORTATION	IDOT DIST # PH I IL RIVER BRIDGE AT FLORENCE ON I	ACTIVE	204,725	JOB NO. D-95-018-012 PTB/ITEM 175-025
UNIVERSITY OF IL - SPRINGFIELD	UIS BASEBALL INFIELD	ACTIVE	40,823	UIS BASEBALL FIELD
UNIVERSITY OF IL - SPRINGFIELD	UIS PARK FIELD LIGHTING	ACTIVE	44,660	UIS PARK FIELD LIGHTING
UNIVERSITY OF IL - WILLARD AIRPORT	U OF I WILLARD PFC APPLICATION	ACTIVE	93,283	PFC APPLICATION
UNIVERSITY OF IL - WILLARD AIRPORT	U OF I WILLARD TAXIWAY A5/A6 DESIGN & SPECIAL SERV	ACTIVE	191,300	U OF I WILLARD TAXIWAY A5/A6 DESIGN & SPECIAL SERVICES
IL DEPARTMENT OF TRANSPORTATION	IDOT DIST #8 VARIOUS PROJ D-98-008-17 PTB 181-014	ACTIVE	500,000	JOB NO. D-98-005-17 PTB #181-014
U OF I - SPRINGFIELD	UIS CIVIL STRUCTURAL RETAINER	ACTIVE	38,200	UIS CIVIL STRUCTURAL RETAINER
U OF I - SPRINGFIELD	UIS MAINTENANCE PARKING LOT REPAIR	ACTIVE	38,200	UIS MAINTENANCE PARKING LOT REPAIR
U OF I - SPRINGFIELD	UIS AUDITORIUM RIGGING EVALUATION	ACTIVE	6,600	UIS MAINTENANCE PARKING LOT REPAIR
UNIVERSITY OF IL - WILLARD AIRPORT	U OF IL WILLARD RETAINER	ACTIVE	VARIOUS - TBA	JULY 1, 2017 THROUGH JUNE 30, 2022
UNIVERSITY OF IL - WILLARD AIRPORT	U OF IL WILLARD AIRPORT CFC DEFINITION	ACTIVE	15,250	PROGRAM DEFINITION FOR CFC COLLECTION
UNIVERSITY OF IL - WILLARD AIRPORT	U OF I MASTER PLANNING UPDATE	ACTIVE	1,313,625	IL PROJ NO. CMI- AIP PROJ NO. 3-17-0016-
IL DEPARTMENT OF TRANSPORTATION	IDOT DIST #6 PHASE 2 - SOUTH SIXTH STREET EXPANSION	ACTIVE	3,012,160	JOB NO. C-98-009-17 PTB 184-023
IL DEPARTMENT OF TRANSPORTATION	IDOT DIST #8 L-270 PHASE 1 - RIVERVIEW DR. MO TO IL-157 IN ILL	ACTIVE	2,712,355	JOB NO. C-98-009-17 PTB 184-023
IL DEPARTMENT OF NATURAL RESOURCES	IDNR - SEWER & WATERMAIN UPGRADES	ACTIVE	100,000	PROJECT: JOB NO.
IL DEPARTMENT OF TRANSPORTATION	IDOT (SUB TO QUIGG ENG) DIST #6 HIGH SPEED RAIL PEIII VARVA	ACTIVE	300,000	JOB NO. PTB #173/025
IL DEPARTMENT OF TRANSPORTATION	IDOT (SUB TO QUIGG ENG) DIST #6 PEIII VARIOUS VARIOUS	ACTIVE	100,000	JOB NO. PTB #178/014
IL DEPARTMENT OF TRANSPORTATION	IDOT (SUB TO PATRICK ENG) HIGH SPEED RAIL VARVAR	ACTIVE	100,000	JOB NO. PTB 176/033
TOTAL			22,757,224	


**EXHIBIT "1"**

## Vendor Registration: View

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Crawford Murphy and Tilly, Inc.

System Vendor Number: 20081200

 13 flags have been added to this record. See below for details.

 Show only flagged items.


## Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	8/21/2017
STATUS	Accepted
REVIEWER	<a href="#">Andrew Shackelford</a>
DATE REVIEWED	8/22/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	8/22/2018
FLAG FORM	<a href="#">Add Flag</a>

## Settings

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

## Entity Information

BUSINESS NAME	Crawford Murphy and Tilly, Inc.
CONTACT FOR THIS SUBMISSION	<a href="#">Tom Roy (change contact)</a>
PRIMARY CONTACT EMAIL	<a href="mailto:troy@cmtengr.com">troy@cmtengr.com</a>
PHONE	217-572-1035
FAX	217-787-4183
COMPANY EMAIL	<a href="mailto:dburkum@cmtengr.com">dburkum@cmtengr.com</a>
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	2750 W WASHINGTON SPRINGFIELD, IL 62702 <a href="#">[edit address]</a>

## Vendor Registration: View Form

General Public Profile Users Commodity Codes Contacts & Chains Comments Reviews Certifications Site Maps Registrations

Crawford Murphy and Tilly, Inc.

System Member Number: 26051388

Return to Main Form

13 flags have been added to this record. See below for details.

 Show only flagged items.

## Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	8/21/2017
STATUS	Accepted
BUSINESS NAME	Crawford Murphy and Tilly, Inc.
POINT OF CONTACT	Tom Roy
FLAG FORM	Add Flag

## I. Financial Disclosures &amp; Conflicts of Interest

## A. IDENTIFY THE APPLICABLE ENTITY TYPE.

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

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

Yes

Document	Status
Parent Form <a href="#">Crawford Murphy Tilly Inc. - findisclosure and conflicts of interest - v 15.2 8.15.2017.pdf</a> (PDF, 513.45 KB)	Attached by Tom Roy on 8/15/2017
<a href="#">IPG Parent Financial Disclosures and Conflicts of Interest Form CMT COMPANIES ver 14.1 as of 8.21.2017 Step 4 5 Disclosure Summary Table X Y.pdf</a> (PDF, 321.37 KB)	

## C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST

Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME?

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. <a href="#">IPG Percentage of Ownership and Distributive Income Form CMT-Ownership of CMT Co. Inc 12.31.2016.docx</a> (DOCX, 125.64 KB)	Attached by Tom Roy on 8/15/2017

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

Yes

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

**Not applicable - For-Profit Entity**

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

EXHIBIT "1"



Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

No

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

No

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

No

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

No

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

### Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

#### **Customer Support**

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

Vendor Name: **Crawford, Murphy & Tilly, Inc.**

DBA: Click here to enter text.

**INSTRUCTIONS:**

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
CMT Companies, Inc.	2750 West Washington Street Springfield, Illinois 62702	100%	\$21,192,041	0%	\$0
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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

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

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

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

Vendor Name	<b>Crawford, Murphy &amp; Tilly, Inc.</b>
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	<b>CMT Companies, Inc.</b>
Disclosing Entity's Parent Entity	Click here to enter text.
Instrument of Ownership or Beneficial Interest	<b>Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)</b> <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

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

**STEP 1  
SUPPORTING DOCUMENTATION SUBMITTAL**

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

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

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

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

**OPTION A – Ownership Share and Distributive Income**

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

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

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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

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

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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

Please certify that the following statements are true.

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

Yes  No

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

Yes  No

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

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

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
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**STEP 3  
PROHIBITED CONFLICTS OF INTEREST**

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

**Replies are for all individuals listed on TABLE X & Y except those with an asterisk "\*" next to their name.**

- 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
- 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

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

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 4**

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

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

Please provide the name of the person for which responses are provided:

**Replies are for all individuals listed on TABLE X & Y except those with an asterisk "\*" next to their name.**

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



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

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

**STEP 5  
EXPLANATION OF AFFIRMATIVE RESPONSES**

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

**See Attachment A for replies are for all individuals listed on TABLE X & Y with an asterisk "\*" next to their name.**

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

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

**See STEP 6 – ATTACHMENT A – 2015 DISCLOSURE SUMMARY**

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

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Please provide the name of the person or entity for which responses are provided:

**Replies are for all individuals listed on TABLE X & Y and for CMT Companies, 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

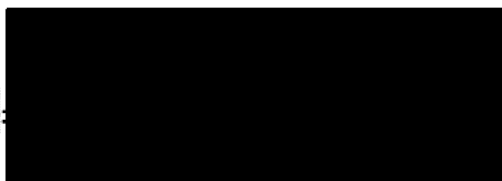
If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

**STEP 7  
SIGN THE DISCLOSURE**

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

Name of Disclosing Entity: **CMT Companies, Inc.**

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



Date: **August 20, 2017**

Printed Name: **Thomas Roy CPA**

Title: **SVP, CFO**

Phone Number: **217-572-1035**

Email Address: **troy@cmtengr.com**

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

**STEP 3  
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:

**Randall L. Vogel**

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% 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 (\$354,824.00)?  Yes  No

**STEP 4  
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:

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

**Randall L. Vogel**

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

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

**STEP 3**

**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:

**Raed A. Armouti**

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% 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 (\$354,824.00)?  Yes  No

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

**STEP 4**  
**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:

**Raed A. Armouti**

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

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

**STEP 3**

**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:

**James M. Michael**

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% 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 (\$354,824.00)?  Yes  No

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

**STEP 4**

**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:

**James M. Michael**

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



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

**STEP 3**

**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:

**Christina L. Crites**

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% 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 (\$354,824.00)?  Yes  No

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

**STEP 4**  
**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:  
**Christina L. Crites**

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

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

**STEP 3  
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:

**George T. Cain**

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% 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 (\$354,824.00)?  Yes  No

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

**STEP 4**  
**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:

**George T. Cain**

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

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

**STEP 3  
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:

**Douglas R. Gregory**

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% 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 (\$354,824.00)?  Yes  No

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

**STEP 4**  
**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:

**Douglas R. Gregory**

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

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

**STEP 3  
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:

**H. Edward Cramer**

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% 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 (\$354,824.00)?  Yes  No

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

**STEP 4**  
**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:

**H. Edward Cramer**

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



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

**STEP 3  
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:

**D. Kyle Peabody**

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% 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 (\$354,824.00)?  Yes  No

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

**STEP 4**

**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:

**D. Kyle Peabody**

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

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

**STEP 3  
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:

**Scott L Desplinter**

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% 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 (\$354,824.00)?  Yes  No

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

**STEP 4**  
**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:  
**Scott L Desplinter**

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

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

**STEP 3  
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:

**Eric J. Hansen**

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% 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 (\$354,824.00)?  Yes  No

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

**STEP 4**

**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:

**Eric J. Hansen**

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

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

**STEP 3  
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:

**Stanley P. Hansen**

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% 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 (\$354,824.00)?  Yes  No

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

**STEP 4**  
**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:

**Stanley P. Hansen**

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



**TABLE X Y**  
**CMT Companies, Inc.**  
**Ownership Share 01/01/2017 and Distributive Income**

Disclosure Attached	Step - Question	EMP#	EMPLOYEE	Home Address Street 1	Home Address City	Home Address State Code	Home Address Zip Code	% OWNERSHIP	APPROXIMATE OWNERSHIP VALUE	DISTRIBUTIVE INCOME
		401	MICHAEL J DOERFLER					1.01%	\$308,778	\$90,300
		425	BERNARD D HELD					1.01%	\$308,778	\$90,500
		482	MICHAEL J BURRIS					0.55%	\$168,424	\$24,800
		483	LOUIS H DIXON					1.81%	\$555,800	\$123,500
		493	EDWARD B LABELLE					0.90%	\$275,093	\$54,400
		521	THOMAS W ROY					1.50%	\$460,360	\$100,800
		538	KEVIN D NELSON					3.02%	\$926,333	\$137,700
		551	BRIAN R WELKER					3.73%	\$1,145,285	\$174,700
		563	DANIEL R MECKES					6.57%	\$2,015,477	\$308,100
		565	CHARLES E TAYLOR					3.73%	\$1,145,285	\$174,200
		571	THOMAS M LAVIN					0.31%	\$95,440	\$18,200
		615	DANIEL L PAPE					2.11%	\$645,626	\$94,500
		632	ROGER A AUSTIN					3.73%	\$1,145,285	\$175,000
*	5-4	657	DAVID KYLE PEABODY					1.63%	\$499,659	\$72,200
*	4-2 & 5-2	663	RANDALL L VOGEL					2.18%	\$668,083	\$93,100
		664	JEFFREY J FICKBOHM					1.26%	\$387,376	\$54,900
*	5-10	666	STANLEY P HANSEN					2.86%	\$875,806	\$123,000
		681	STEVEN K SCHROLL					2.91%	\$892,649	\$134,400
*	5-5	696	ERIC J HANSEN					2.25%	\$690,539	\$97,000
		697	WILLIAM L BAILEY JR					4.08%	\$1,251,954	\$161,200
		699	LAURA A SAKACH					1.81%	\$555,800	\$79,900
		705	LOUIS D WELLER					0.86%	\$263,865	\$36,300
		711	DAVE T NAUMAN					1.45%	\$443,517	\$64,300
		718	KENNETH SCOTT KNIGHT					2.09%	\$640,012	\$89,000
		735	BRAD M HAMILTON					2.12%	\$651,240	\$89,400
*	4-4 & 5-6	744	RAED A ARMOUTI					2.98%	\$915,105	\$117,500
		760	RONALD TYLER BESALKE					1.96%	\$600,713	\$83,300
		761	JACK W BLAKEMORE					1.57%	\$482,816	\$66,700
		762	JOEL S KOENIG					1.26%	\$387,376	\$59,600
		766	DOUGLAS J KLONOWSKI					2.00%	\$611,941	\$87,700
		773	TIMOTHY F SUMNER					1.46%	\$449,131	\$61,700
		798	DANIEL J STUMPF					0.77%	\$235,794	\$33,100
		823	WILLIAM H PEFFLEY					0.31%	\$95,440	\$16,900
		836	ASAD M BAJWA					1.30%	\$398,604	\$54,600
		846	MATTHEW N DEMOS					1.48%	\$454,746	\$64,400
		847	THERESA L O'GRADY					1.43%	\$437,903	\$59,900
		850	KELLY D FARLEY					0.77%	\$235,794	\$30,100
		853	DAVID L BURKUM					1.50%	\$460,360	\$57,500
*	5-2	858	JAMES M MICHAEL					1.34%	\$409,832	\$55,900
*	5-2	899	CHRISTINA L CRITES					1.12%	\$342,463	\$44,200

**TABLE X Y**  
**CMT Companies, Inc.**  
**Ownership Share 01/01/2017 and Distributive Income**

Disclosure Attached	Step - Question	EMP#	EMPLOYEE	Home Address Street 1	Home Address City	Home Address State Code	Home Address Zip Code	% OWNERSHIP	APPROXIMATE OWNERSHIP VALUE	DISTRIBUTIVE INCOME
*	5-2	896	HENRY EDWARD CRAMER		SPRINGFIELD	IL	62704	0.81%	\$247,022	\$31,800
		932	CASSIN M REITER		CARMEL	IN	46074	0.84%	\$258,251	\$31,900
		934	BRIAN S EADS		BALLWIN	MO	63021	1.08%	\$331,234	\$43,800
		935	TY C SANDER		ST CHARLES	MO	63304	1.32%	\$404,218	\$53,500
		942	JOSEPH F MILLER		CHATHAM	IL	62629	0.84%	\$258,251	\$35,500
		949	KRISTIN L TIMMONS		SHERMAN	IL	62684	0.49%	\$151,582	\$18,600
		965	CHRISTOPHER B GROTH		CHATHAM	IL	62629	0.51%	\$157,196	\$19,800
		968	RICHARD G THUMA		SPRINGFIELD	IL	62704	1.89%	\$578,257	\$80,000
		978	RONALD E BREVILLE		ST LOUIS	MO	63109	1.04%	\$320,006	\$43,200
		985	RAYMOND JAY RAKERS		GODFREY	IL	62035	1.01%	\$308,778	\$40,200
		986	CHRIS P DAGIANTIS		AURORA	IL	60506	0.66%	\$202,109	\$26,500
		996	JASON W DOVE		AURORA	IL	60502	0.29%	\$89,826	\$10,000
		1013	AMBRA L KNOX		PLEASANT PLAINS	IL	62677	0.31%	\$95,440	\$10,400
		1021	MATTHEW A ZICK		CHILLICOTHE	IL	61523	0.82%	\$252,636	\$33,000
		1028	BRIAN W GARKIE		COTTAGE HILLS	IL	62018	0.48%	\$145,968	\$18,000
		1047	JOSHUA D JOLLIFF		TROY	IL	62294	0.49%	\$151,582	\$18,600
*	5-4	1053	SHANE C REMMERT		WILLIAMSVILLE	IL	62693	0.24%	\$72,984	\$7,200
		1058	SCOTT L DESPLINTER		ELMWOOD	IL	61529	0.40%	\$123,511	\$13,700
		1060	ADAM J BURNS		CARMEL	IN	46033	0.99%	\$303,164	\$38,600
		1063	STEPHEN J PRANGE		SPRINGFIELD	MO	65807	0.57%	\$174,038	\$19,700
		1067	SHANNON J BRADY		SPRINGFIELD	IL	62707	0.13%	\$39,299	\$2,700
		1068	BRADLEY J DOWNEN		SPRINGFIELD	IL	62704	0.29%	\$89,826	\$10,000
		1079	DENNIS D DENBY		EDWARDSVILLE	IL	62025	1.67%	\$510,887	\$74,600
		1101	KEVIN P FULLER		HIGHLAND	IL	62249	1.59%	\$488,430	\$66,500
		1123	TRAVIS A STRAIT		MENDOTA	IL	61342	0.13%	\$39,299	\$2,700
		1128	BRIAN H HUTSELL		IMPERIAL	MO	63052	0.13%	\$39,299	\$2,700
		1131	CRAIG A LOUDEN		NAPERVILLE	IL	60563	0.29%	\$89,826	\$8,000
		1143	GREG E HEATON		COLUMBUS	OH	43235	2.09%	\$640,012	\$88,100
*	5-2	1187	DOUGLAS R GREGORY		CHATHAM	IL	62629	0.29%	\$89,826	\$8,100
*	5-2	1223	GEORGE T CAIN		SPRINGFIELD	IL	62711	0.84%	\$258,251	\$33,300
		1224	CHRISTOPHER J STRITZEL		SPRINGFIELD	IL	62711	0.37%	\$112,283	\$12,400
		1305	CHARLES M COLE		YORKVILLE	IL	60560	0.05%	\$16,842	\$2,700
		1318	PRABHU ANANTHAN		AURORA	IL	60503	0.15%	\$44,913	\$2,700
		1027	SEAN M. SMITH		WAUCONDA	IL	60084	0.05%	\$16,842	\$0
		1213	JOHN KEEVEN		BRIDGETON	MO	63044	0.05%	\$16,842	\$0
		1251	JEFFERY E. LARGE		SPRINGFIELD	IL	62704	0.05%	\$16,842	\$0
			TOTAL					100.00%	\$30,670,058	\$4,463,000

**STEP 4 & 5  
ATTACHMENT A  
2017 SUMMARY BY DISCLOSURE QUESTION**

**CMT COMPANIES, INC.  
(Parent Company of CRAWFORD, MURPHY & TILLY, INC.)**

**STEP 4  
PROHIBITED CONFLICTS OF INTEREST**

- 1 *Holding elective office in the State of Illinois or seat in the General Assembly or spouse or minor child of anyone who does.*

No potential conflicts of interest.

- 2 *State employment or appointment of self, spouse, or minor child, in any offices or agencies of State government and receive compensation in excess of 60% (\$106,447.20) of the salary of the Governor.*

Randall L. Vogel: Step 3 Question 2 and Step 4 Question 2. Re Randall L Vogel - Spouse, Jerri E. Vogel, is currently employed by the Illinois Department of Human Services as a Bureau Chief (4 year appointment beginning in 2016). Salary is greater than 60% of the Governor's salary.

- 3 *Officer or employee for self, spouse or minor child of the Capital Development Board or the Illinois Toll Highway Authority.*

No potential conflicts of interest.

- 4 *Self, spouse or an immediate family member who lives in residence currently or who lived in residence within the last 12 months 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.*

Raed A. Armouti: Step 3 Question 4 and Step 4 Question 6. Re Raed A. Armouti - Spouse, Veronica Armouti, currently serves as a State Nursing Board Director for the Illinois Department of Financial and Professional Regulation. There is no salary for this position.

- 5 *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) if answering yes to above items.*

No potential conflicts of interest.

- 6 *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.*

No potential conflicts of interest.

**STEP 5**  
**POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL**  
**RELATIONSHIPS**

- 1 *State employment, currently or in the previous 3 years, including contractual employment of services.*

No potential conflicts of interest.

- 2 *State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.*

James M. Michael: Step 4 Question 2. Re James M Michael - Spouse, Erica T. Michael, is currently employed by the University of Illinois at Springfield as Assistant to the Chancellor. Salary is less than 60% of the Governor's salary.

Randall L. Vogel: Step 3 Question 2 and Step 4 Question 2. Re Randall L Vogel - Spouse, Jerri E. Vogel, is currently employed by the Illinois Department of Human Services as a Bureau Chief (4 year appointment beginning in 2016). Salary is greater than 60% of the Governor's salary.

Christina L. Crites: Step 4 Question 2. Re Christina L Crites - Spouse, Jeremy Crites, is currently employed by Teachers Retirement System as a Network Engineer. Salary is less than 60% of the Governor's salary.

George T. Cain: Step 4 Question 2. Re George T Cain - Spouse, Melissa Cain, is currently employed by the Illinois EPA as an Information Specialist II. Salary is less than 60% of the Governor's salary.

Douglas R. Gregory: Step 4 Question 2. Re Douglas R Gregory - Spouse, Brenda Gregory, is currently employed by the University of Illinois at Springfield as an Adjunct Professor. Salary is less than 60% of the Governor's salary.

H. Edward Cramer: Step 4 Question 2. Re Howard Edward Cramer - Spouse, Kelly Cramer, is currently employed by SIU School of Medicine as a Registered Nurse. Salary is less than 60% of the Governor's salary.

- 3 *Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.*

No potential conflicts of interest.

- 4 *Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.*

David Kyle Peabody: Step 4 Question 4. Re David Kyle Peabody - Father, Richard Dean Peabody, is currently Cazenovia Township Supervisor in Woodford County, Illinois. Salary is \$3,600 per year.

Scott L Desplinter: Step 4 Question 4. Spouse, Kimberly Desplinter, currently serving as an Elmwood Library Board Member which is an elected position. There is no salary for this position.

- 5 *Appointive office; the holding of 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 the expenses incurred in the discharge of that office currently or in the previous 3 years.*

Eric J. Hansen: Step 4 Question 5. Re Eric Hansen - Currently serving as a President of the Zoning Board for the Village of Tremont, Illinois, for which he is paid a stipend of \$660 for the year.

- 6 *Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.*

Raed A. Armouti: Step 3 Question 4 and Step 4 Question 6. Re Raed A. Armouti - Spouse, Veronica Armouti, currently serves as a State Nursing Board Director for the Illinois Department of Financial and Professional Regulation. There is no salary for this position.

- 7 *Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.*

No potential conflicts of interest.

- 8 *Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.*

No potential conflicts of interest.

- 9 *Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.*

No potential conflicts of interest.

- 10 *Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.*

Stanley P. Hansen:

Step 4 Question 10. Re Stanley P Hansen - Mother, Janet Hansen, serves as a paid election official in Morgan County, Illinois. There is no salary for this position, however, she receives a \$125 stipend for services on election days.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/24/2018

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> 1-800-527-9049 Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	<b>CONTACT NAME:</b> Traci Stoecker / Linda Bomarito <b>PHONE (A/C, No, Ext):</b> 309-683-1065 <b>FAX (A/C, No):</b> 888-898-6604 <b>E-MAIL ADDRESS:</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: EMPLOYERS MUT CAS CO</td> <td>21415</td> </tr> <tr> <td>INSURER B: XL SPECIALTY INS CO</td> <td>37885</td> </tr> <tr> <td>INSURER C: COLONY INS CO</td> <td>39993</td> </tr> <tr> <td>INSURER D: ROCKHILL INS CO 28053</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: EMPLOYERS MUT CAS CO	21415	INSURER B: XL SPECIALTY INS CO	37885	INSURER C: COLONY INS CO	39993	INSURER D: ROCKHILL INS CO 28053		INSURER E:		INSURER F:
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<b>INSURED</b> Crawford, Murphy & Tilly, Inc. CMT North America, Inc. 2750 West Washington Springfield, IL 62702														

### COVERAGES

CERTIFICATE NUMBER: 52909681

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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"/> Sev of Int  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5D5748019	01/01/18	01/01/19	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 - COM/OP AGG \$ 2,000,000 Valuable Papers \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			5E5748019	01/01/18	01/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5J5748019	01/01/18	01/01/19	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> N/A			5H5748019	01/01/18	01/01/19	<input checked="" type="checkbox"/> PER STATUTE <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
B	Professional Liability			DPR9920420	01/01/18	01/01/19	\$5,000,000 Ea Claim 7,000,000 Aggr
C	Pollution Liability			CSP304179	01/01/18	01/01/19	\$5,000,000 Ea Claim 10,000,000 Aggr
D	Excess Umbrella			FF02155801	01/01/18	01/01/19	\$5,000,000 Ea Claim 5,000,000 Aggr

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

RE: RR-18-4353 PSB 18-1 Item 3

The certificate holder Illinois State Toll Highway Authority and the Illinois Department of Transportation are additional insured on a primary and non-contributory basis on the General and Auto Liability policies per requirement of written contract.

CMT Job Number 18250-01-00

### CERTIFICATE HOLDER

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

2700 OGDEN

DOWNERS GROVE, IL 60515-1703

USA

### 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

ACORD 25 (2014/01)  
lbomaritoll  
52909681

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© 1988-2014 ACORD CORPORATION. All rights reserved. EXHIBIT "1"

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR  
AGREEMENT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) 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.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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 the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.



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

- D. The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
  - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E. All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN  
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Conditions**:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

**Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

#### B. BLANKET ADDITIONAL INSURED

**Section II – Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

#### C. EMPLOYEES AS INSURED

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### D. EMPLOYEE HIRED AUTOS

##### 1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured Provision**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

##### 2. Changes In General Conditions

Paragraph 5.b. of the **Other Insurance Condition** in the Business Auto Coverage Form is replaced by the following:

For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

**Section II – Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
  - (a) The organization is a partnership or a joint venture; or
  - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

## F. SUBSIDIARIES AS INSURED

**Section II – Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

## G. SUPPLEMENTARY PAYMENTS

**Section II – Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4)** are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. **Exclusions in Section II Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

## I. TOWING

**Section III – Physical Damage Coverage, A.2. Towing** is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

## J. LOCKSMITH SERVICES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

## K. TRANSPORTATION EXPENSES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses** is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

## L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

**Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss"** are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

## M. HIRED AUTO PHYSICAL DAMAGE

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

#### N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

#### O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

#### P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

#### Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

#### R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.
  - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

**S. AIRBAG COVERAGE**

**Section III – Physical Damage Coverage, B.3.a. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**T. NEW VEHICLE REPLACEMENT COST**

The following is added to Paragraph C. **Limit Of Insurance of Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

**U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT**

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

**V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT**

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

**W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

**Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

**X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

Subparagraph 5. of Paragraph A. **Loss Conditions of Section IV Business Auto Conditions** is deleted in its entirety and replaced with the following.

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

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

**Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Z. MENTAL ANGUISH**

**Section V – Definitions, C.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**AA. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured provision of the coverage form. This endorsement does not alter coverage provided in the coverage form.

**SCHEDULE\***

<b>Name of Person(s) or Organization(s)</b>
ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY A WRITTEN CONTRACT AND A CERTIFICATE HAS BEEN ISSUED
Information required to complete this schedule, if not shown above, will be shown in the Declarations.

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II of the coverage form.

The insurance provided to the person(s) or organization(s) shown in the Schedule is Primary Insurance and we will not seek contribution from any other insurance available to that "insured".

POLICY NUMBER:

COMMERCIAL AUTO  
CA 04 44 03 10

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS 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:** CRAWFORD MURPHY & TILLY, INC.

**Endorsement Effective Date:** SEE ABOVE

**SCHEDULE**

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

ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY WRITTEN CONTRACT  
AND A CERTIFICATE HAS BEEN ISSUED

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.



**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 OR ALL PERSONS OR ORGANIZATIONS SUBJECT TO A WRITTEN CONTRACT  
REQUIRING SUCH A WAIVER AGREEMENT.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

WC 00 03 13  
(Ed. 4-84)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN  
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The **Transfer of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with the person or organization and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION PROVIDED  
BY US – DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

- X COMMERCIAL GENERAL LIABILITY COVERAGE PART
- X BUSINESS AUTO COVERAGE PART
- BUSINESSOWNERS COVERAGE PART
- X COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- X WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
- LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

**SCHEDULE\***

1. Name:	ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY WRITTEN
2. Address:	CONTRACT AND A CERTIFICATE HAS BEEN ISSUED.
3. Number of days advance notice:	30
*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.	

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance or as amended by a state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the Schedule above.

# Contract Information Sheet

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

Consultant Name: Crawford, Murphy and Tilly, Inc.

Contract Number: RR-18-4353

Proposal Date: 5/23/2018

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-18-4353

Consultant: Crawford, Murphy and Tilly, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	17750	
Work Order #1						60	150	150	200	200	200	100	1060	
Work Order #2									60	150	200	250	660	
Work Order #3														
Work Order #4														
Work Order #5														
Work Order #6														
Work Order #7														
<b>TOTALS</b>						60	150	150	260	350	400	350	1720	

Contract Number: RR-18-4353

Consultant: Crawford, Murphy and Tilly, 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	
Work Order #1													
Work Order #2	250	300	250	250	250	150	80						1530
Work Order #3		60	150	150	200	250	250	300	200	100			1660
Work Order #4							150	200	300	300	300	250	1500
Work Order #5													
Work Order #6													
Work Order #7													
<b>TOTALS</b>	250	360	400	400	450	400	480	500	500	400	300	250	4690



Contract Number: RR-18-4353

Consultant: Crawford, Murphy and Tilly, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Work Order #1													
Work Order #2													
Work Order #3													
Work Order #4													
Work Order #5													
Work Order #6													
Work Order #7	150	150											300
Work Order #8	250	300	300	350	350	200	180	150	80				2160
Work Order #9				60	250	300	300	200	200	150			1460
Work Order #10								110	180	250	350	300	1190
<b>TOTALS</b>	400	450	300	410	600	500	480	460	460	400	350	300	5110

Rev. 5/2018

PSB 18-1 and Later ONLY



Contract No.: RR-18-4353

Consultant: Crawford, Murphy and Tilly, Inc.

**EXHIBIT B: FEE CALCULATIONS**

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

<u>17,750.00</u> (Total Work Hours from Exhibit A)	\$ <u>39.26</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>696,865.00</u>
--	---	--

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

**DIRECT REGULAR SALARY TIMES MULTIPLIER** \$ 1,951,222.00

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

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 28,778.00

**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 900,000.00

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ 120,000.00

TOTAL SERVICES BY OTHERS \$ 1,020,000.00

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

\$ -  
(Requires prior authorization before use)

**ADDITIONAL SERVICES (Subconsultants)**

\$ -  
(Requires prior authorization before use)

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

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

\$ 3,000,000.00



## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## **ALLOWABLE DIRECT COSTS**

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

Contract No.: RR-18-4353

Consultant: Crawford, Murphy and Tilly, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

Project Manager: Kevin Nelson

Project Engineer: Douglas Klonowski

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

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

Project Civil Engineer: Jason Dove

Project Structural Engineer: Prabhu Ananthan

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

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

Others: Name: Stanley Hansen

Classification: QA/QC Roadway

Name: William L. Bailey

Classification: QA/QC Structural

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

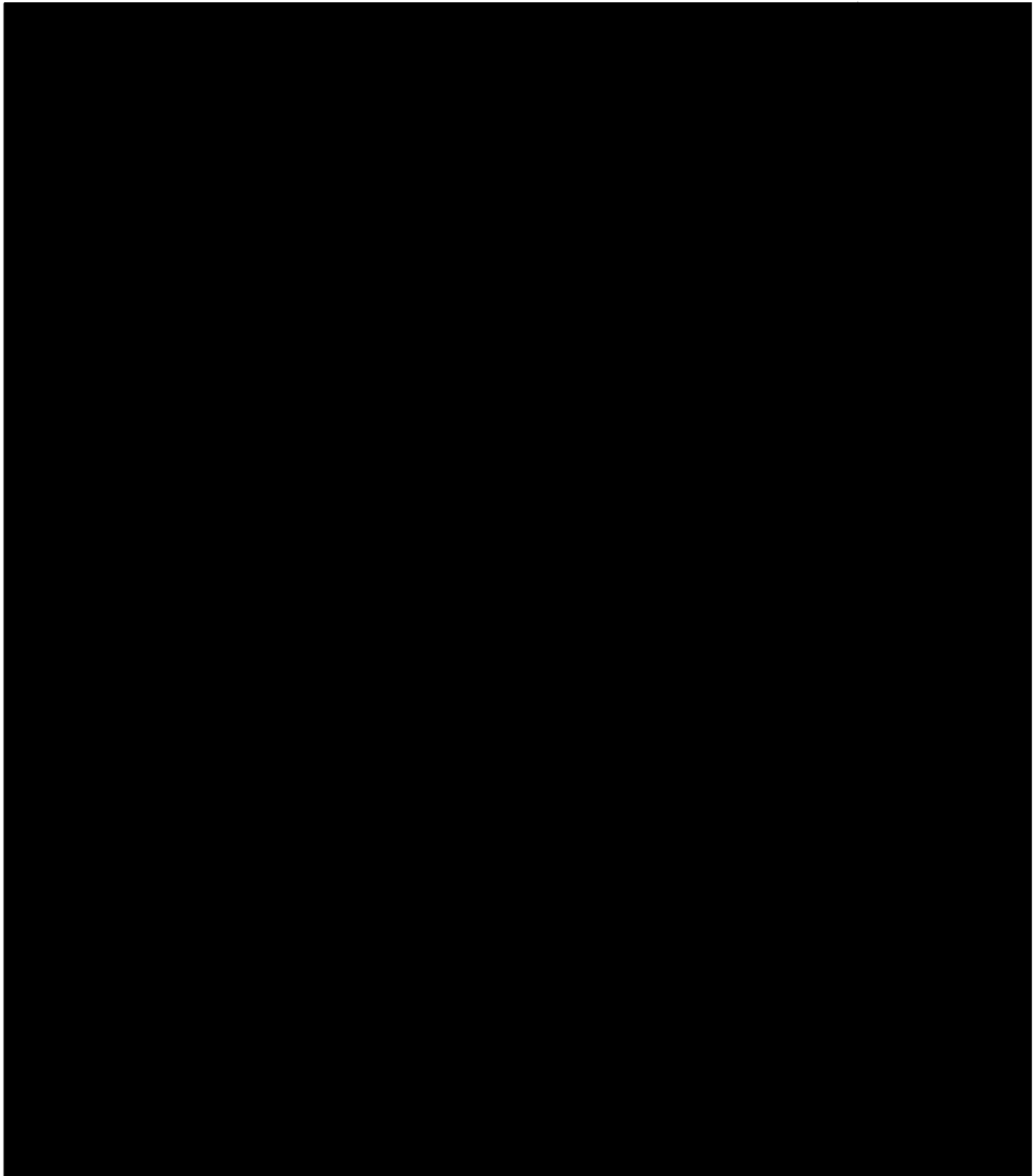
Classification: \_\_\_\_\_

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

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

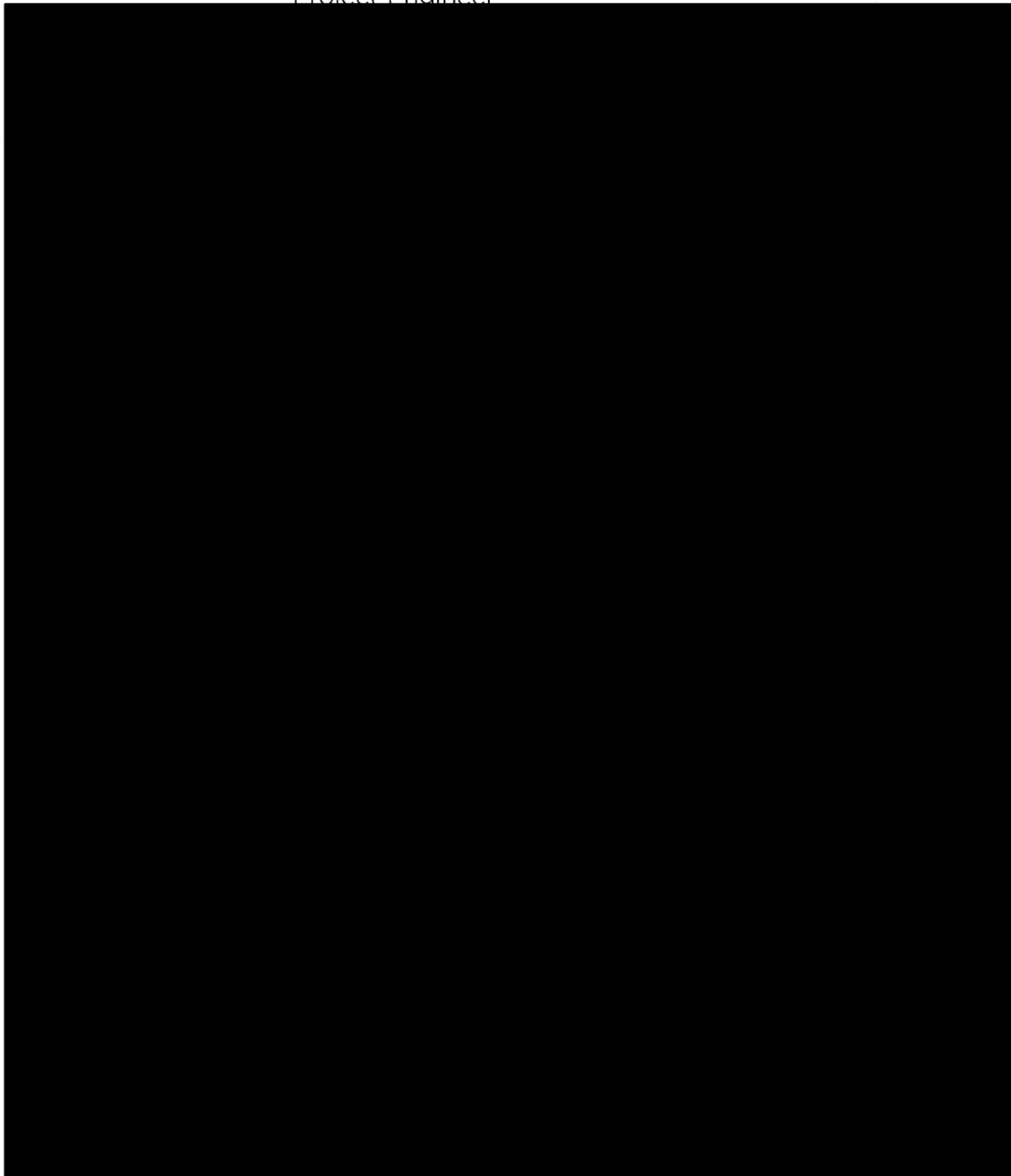


**Kevin Nelson, PE**  
Project Manager



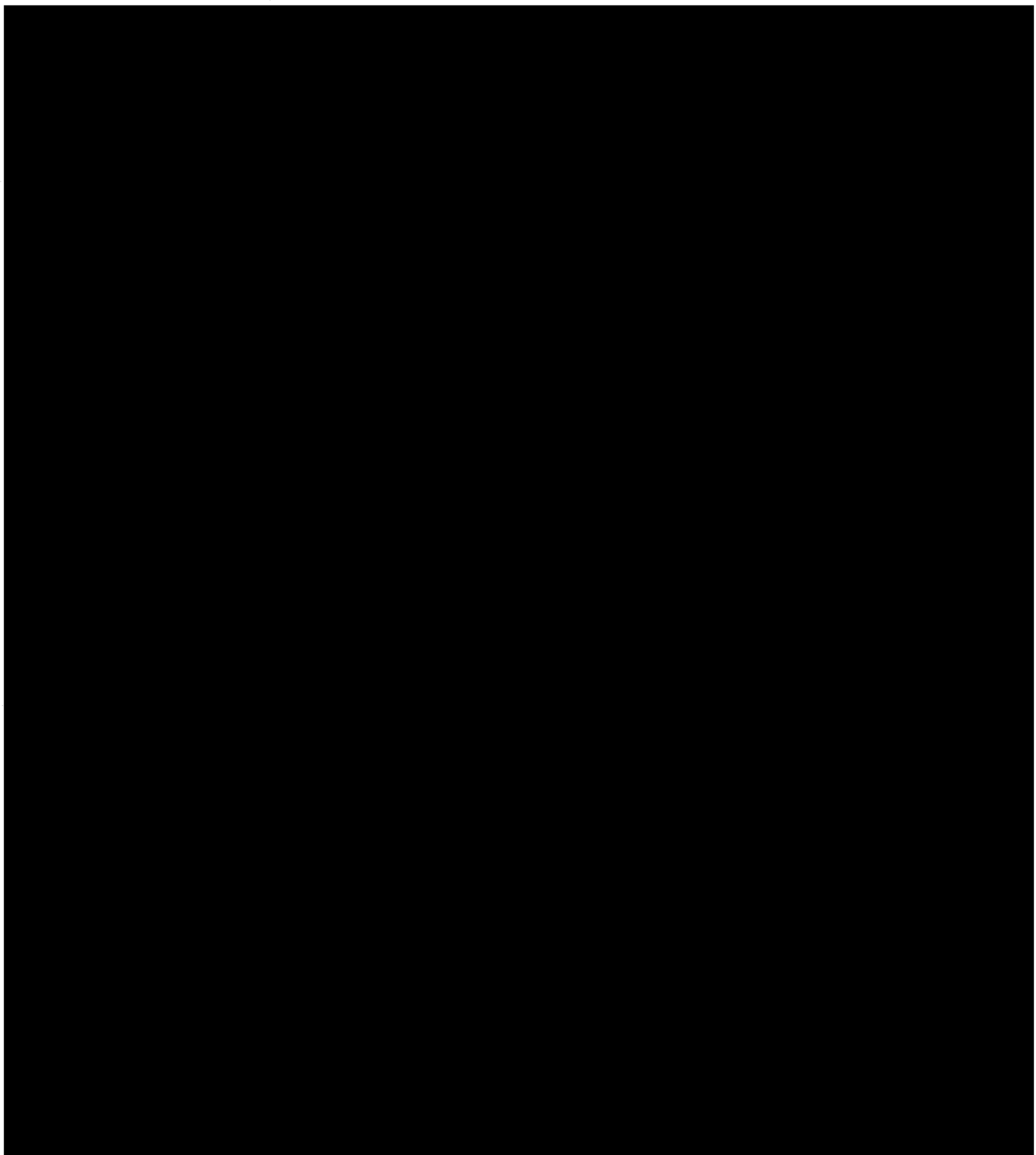


**Douglas Klonowski, PE**  
Project Engineer





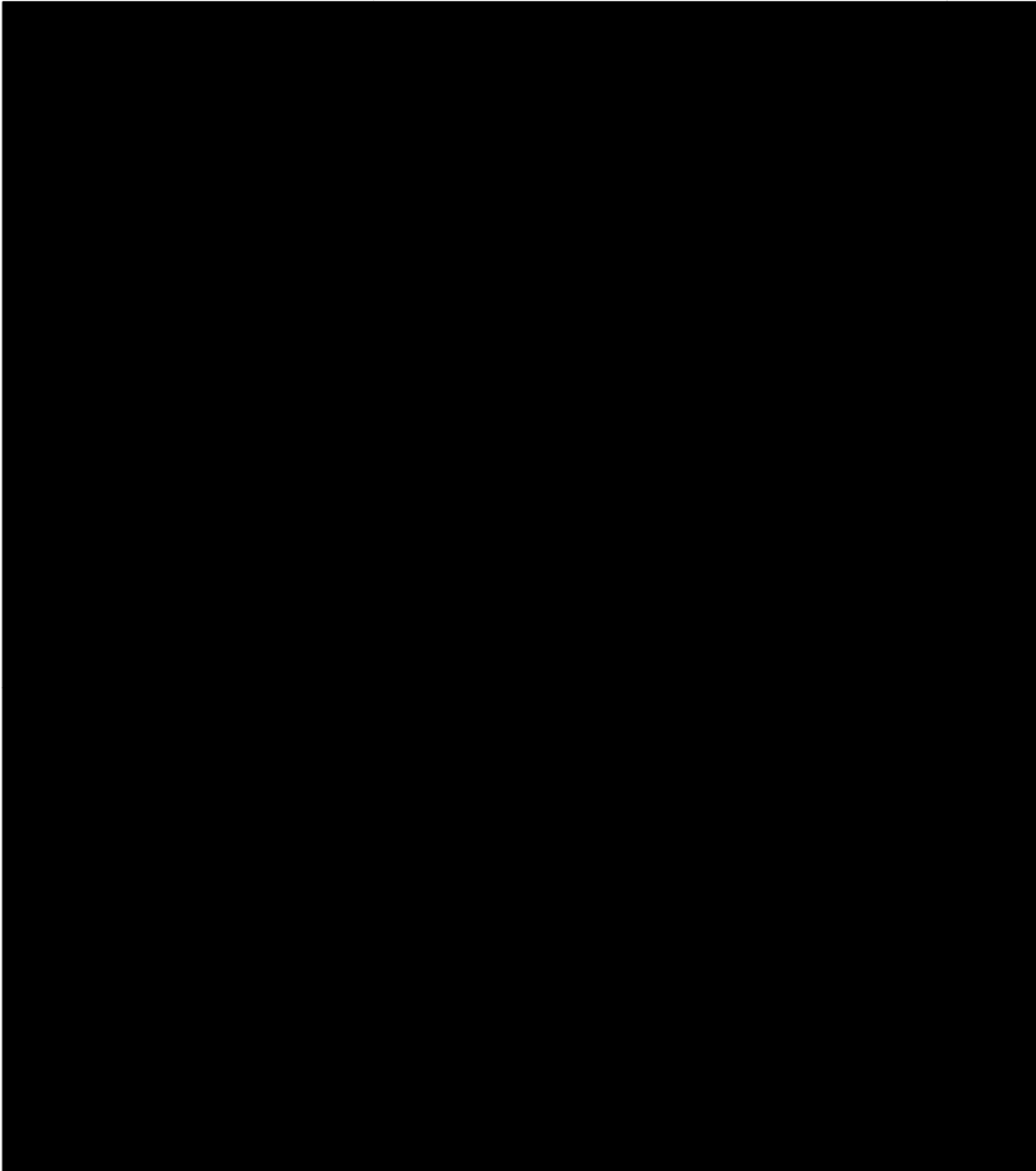
**Jason Dove, PE**  
Lead Roadway Design Engineer





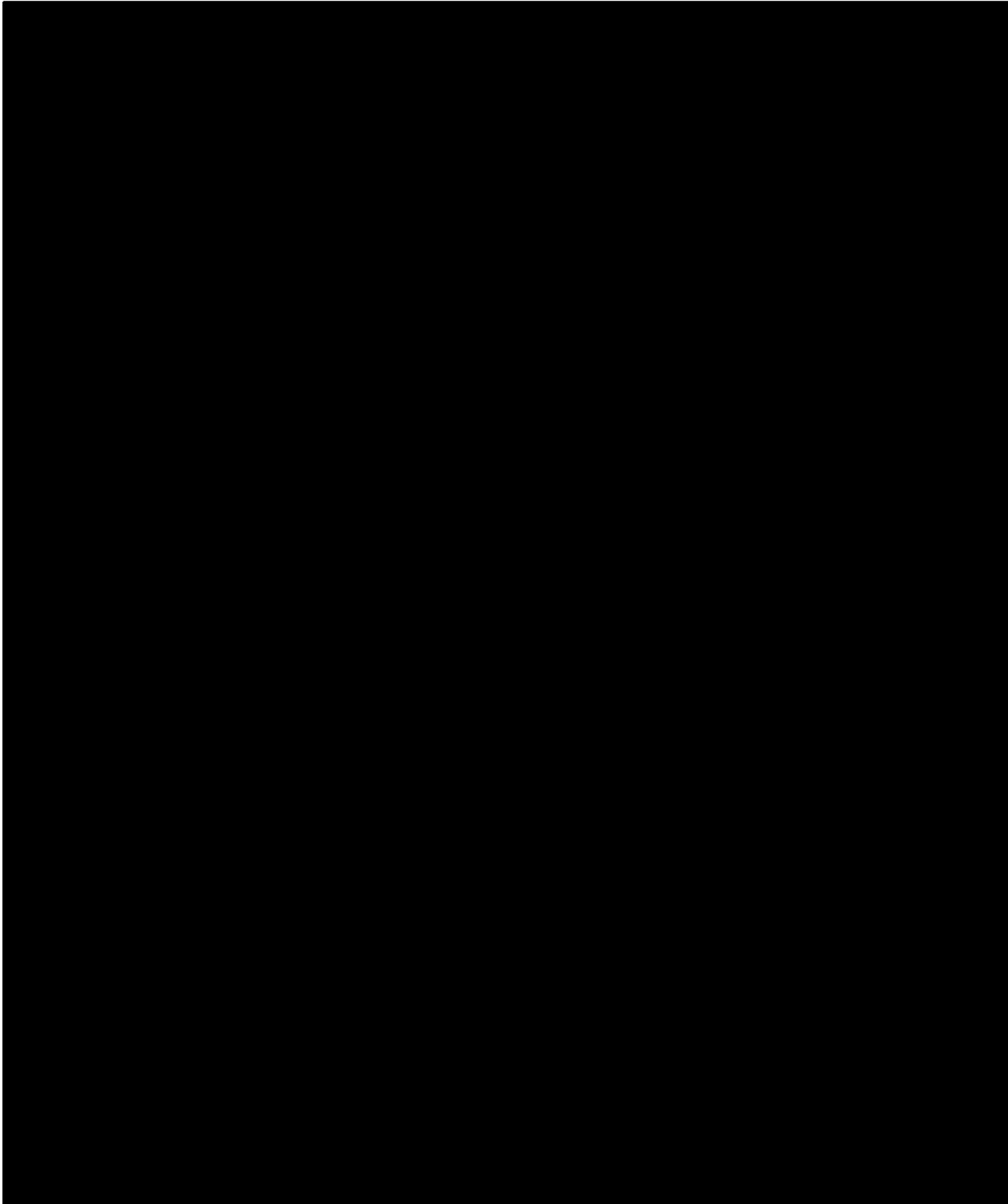


**Prabhu Ananthan, PE, SE**  
Lead Structural Engineer



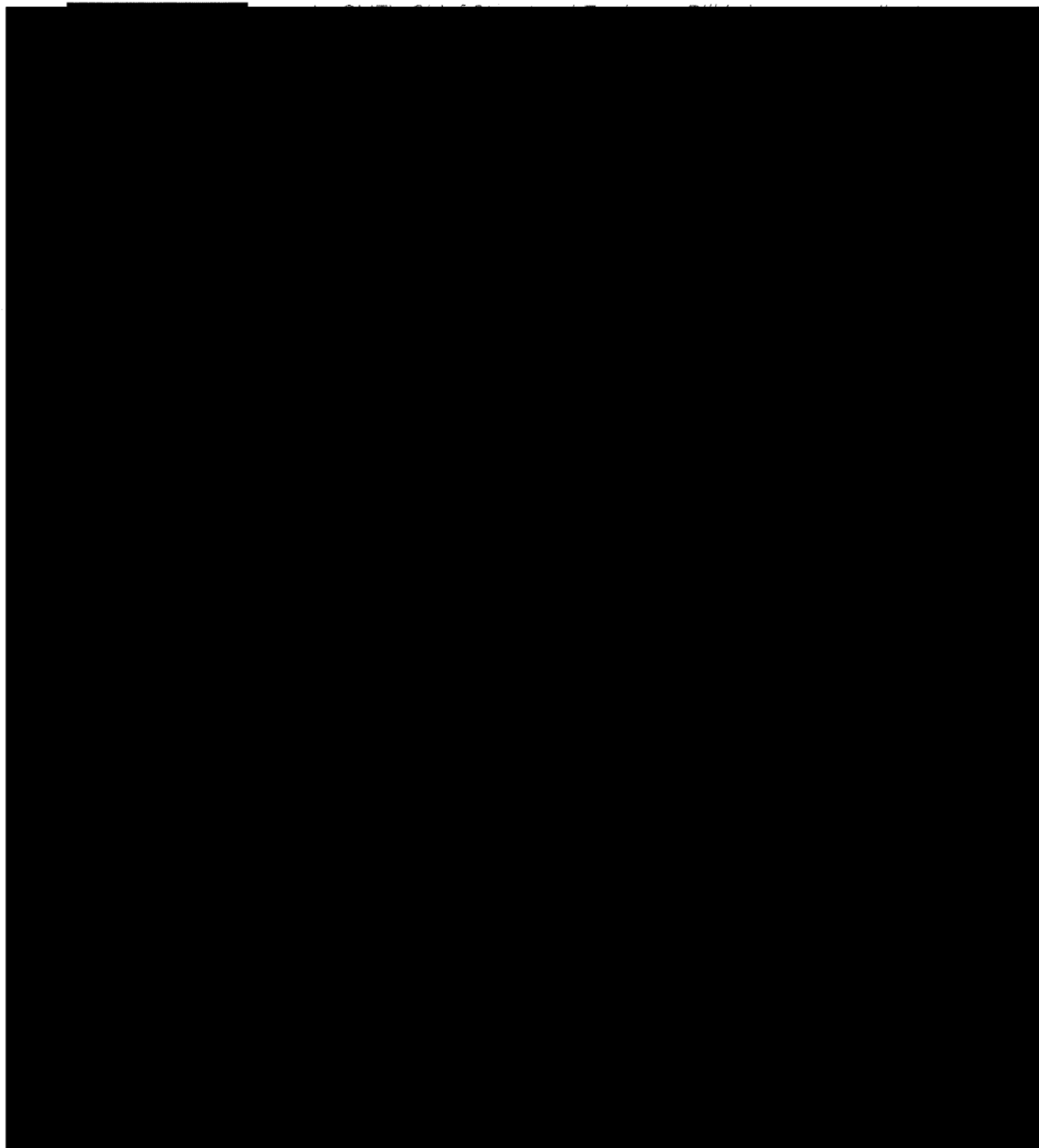


**Stanley Hansen, PE, PLS**  
Civil QA/QC





**William L. Bailey, PE, SE**  
Structural QA/QC



**EXHIBIT F**

**Contract No. RR-18-4353**

**Crawford, Murphy and Tilly, Inc.**

**SCOPE OF SERVICES**

Design Engineering Services related to work orders as determined by the Tollway ---relating to civil, drainage, structural and miscellaneous project specific needs

**EXHIBIT G**

**Contract No. RR-18-4353**

**Crawford, Murphy and Tilly, 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>
	Prairie Road Phase 1	\$426,276.00	\$190,000.00	12/1/2019
	Longmeadow Parkway Phase 2	\$4,594,369.00	\$400,000.00	12/1/2018
	Plainfield 143rd St	\$2,096,805.00	\$1,600,000.00	12/1/2019
	Laraway Road Phase 2	\$913,520.00	\$750,000.00	12/1/2019

**EXHIBIT H - SERVICES BY OTHERS**

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

**DBE/MBE/WBE SUBCONSULTANTS**

<u>1 David Mason and Associates of Illinois, Ltd.</u>	
Direct Labor	\$ 174,044.86
Direct Costs	\$ 5,955.14
Services by Others	
Additional Services **	
Total this Subconsultant (ULC)	\$ 180,000.00
<u>2 ABNA of Illinois, Inc.</u>	
Direct Labor	\$ 177,524.40
Direct Costs	\$ 2,475.60
Services by Others	
Additional Services **	
Total this Subconsultant (ULC)	\$ 180,000.00
<u>3 EFK Moen, LLC</u>	
Direct Labor	\$ 178,822.73
Direct Costs	\$ 1,177.27
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 180,000.00
<u>4 2IM Group, LLC</u>	
Direct Labor	\$ 178,612.90
Direct Costs	\$ 1,387.10
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 180,000.00
<u>5 WBK Engineering, LLC</u>	
Direct Labor	\$ 178,223.50
Direct Costs	\$ 1,776.50
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 180,000.00

<u>6</u>	
Direct Labor	
Direct Costs	\$ -
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ -
<u>7</u>	
Direct Labor	
Direct Costs	\$ -
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ -
<u>8</u>	
Direct Labor	
Direct Costs	\$ -
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ -
<u>9</u>	
Direct Labor	
Direct Costs	\$ -
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ -
<u>10</u>	
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:	\$ 900,000.00
TOTAL Additional Services DBE/MBE/WBE Subconsultants:	\$ -
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:	\$ 900,000.00
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):	30.00%
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):	30.00%

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

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

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

<p>1 <u>Juneau Associates, Inc, P.C.</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>115,171.06</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>4,828.94</td></tr> <tr><td>Services by Others</td><td></td><td></td></tr> <tr><td>Additional Services **</td><td></td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>120,000.00</td></tr> </table>	Direct Labor	\$	115,171.06	Direct Costs	\$	4,828.94	Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	120,000.00	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td></td><td></td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor	\$	115,171.06																													
Direct Costs	\$	4,828.94																													
Services by Others																															
Additional Services **																															
Total this Subconsultant (ULC)	\$	120,000.00																													
Direct Labor																															
Direct Costs	\$	-																													
Services by Others	\$	-																													
Additional Services **	\$	-																													
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Total this Subconsultant (ULC)	\$	-																													

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

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 120,000.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 120,000.00

## Contract Information Sheet

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

Consultant Name: 2IM Group, LLC

Contract Number: RR-18-4353

Proposal Date: 5/23/2018

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-18-4353

Consultant: 2IM Group, LLC

**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		
Design Tasks	15	15	15	15	15	15	15	15	15	15	15	15	15	180
Meetings	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Field Visits	4	4	4	4	4	4	4	4	4	4	4	4	4	48
Construction Plan Prep	16	16	16	16	16	18	18	18	18	18	16	16	18	206
Quantity Calculation	4	4	4	4	4	4	4	4	4	4	2	2	2	44
Special Specifications	4	4	4	4	4	4	4	4	4	4	4	4	4	48
<b>TOTALS</b>	45	45	45	45	45	47	47	47	47	47	45	45	45	550

Rev. 5/2018

PSB 18-1 and Later ONLY



Contract Number: RR-18-4353

Consultant: 2IM Group, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Design Tasks	20	16	16	16	16	16	8	8	4	4	4	4	4	132
Meetings	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Field Visits	4	4	4	4	4	4	4	4	4	4	4	4	4	48
Construction Plan Prep	16	16	16	16	16	16	16	16	16	16	16	16	16	192
Quantity Calculation	4	4	4	4	4	4	4	4	4	4	4	4	4	48
Special Specifications	4	4	4	4	4	4	4	4	4	4	4	4	4	48
<b>TOTALS</b>	50	46	46	46	46	46	38	38	34	34	34	34	34	492





## 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."



Contract No.: RR-18-4353

Consultant: 2IM Group, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT F**

**Contract No. RR-18-4353**

**2IM Group, LLC**

**SCOPE OF SERVICES**

Various Engineering Design Tasks Upon Request

**EXHIBIT G**

**Contract No. RR-18-4353**

**2IM Group, LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-355 Veterans Memorial Tollway I-55 to Butterfield Road	Phase II Engineering Services	\$403,228.43	\$40,473.67	Jun-18
Reagan Memorial Tollway Annie Glidden Road to IL 56	Phase II Engineering Services	\$255,819.54	\$18,192.48	Jun-18
Environmental Studies Upon Request. Phase I and Phase II Engineering.	Phase II Services	\$150,000.00	\$150,000.00	Dec-18
Design Corridor Manager for Tri-State (I-294) from Balmoral to 95th Street	Phase II Services	\$760,860.00	\$708,966.79	Dec-22
Consulting Engineer Services	General Engineering Consultant	\$1,533,288.84	\$1,427,009.93	Dec-21
EOWA -Pratt Boulevard to Touhy Avenue Phase II Engineering Services	Phase II Engineering Services	\$275,000.00	\$208,948.34	Dec-18
I-294 St. Charles Road to North Ave.	Phase II Engineering Services	\$1,248,000.00	\$1,219,654.85	Dec-19

<b>DUR - Systemwide</b>	<b>Phase II Engineering Services</b>	<b>\$185,000.00</b>	<b>\$153,363.70</b>	<b>Dec-18</b>
<b>EOWA - West Extension. Phase I</b>	<b>Phase I Engineering Services</b>	<b>TBD</b>	<b>Awaiting NTP</b>	<b>TBD</b>
<b>DUR - Systemwide</b>	<b>Phase II Engineering Services</b>	<b>TBD</b>	<b>Awaiting NTP</b>	<b>TBD</b>
<b>Edens Spur Construction Management</b>	<b>Phase III Engineering Services</b>	<b>TBD</b>	<b>Awaiting NTP</b>	<b>TBD</b>
<b>Landscape Service Upon Request</b>	<b>Phase II/III Engineering Services</b>	<b>\$8,000,000.00</b>	<b>Awaiting NTP</b>	<b>Dec-24</b>

Contract No.: RR-18-4353

Consultant: 2IM Group, LLC

**EXHIBIT H - SERVICES BY OTHERS**

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: ABNA of Illinois, Inc.

Contract Number: RR-18-4353

Proposal Date: 5/23/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

Contract Number: RR-18-4353

Consultant: ABNA of Illinois, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	1403	
DUR Task Support						30	30	30	30	30	30	30	30	210
Admin/Management						2	2	2	2	2	2	2	2	14
<b>TOTALS</b>						32	32	32	32	32	32	32	32	224







Contract Number: RR-18-4353

Consultant: ABNA of Illinois, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
DUR Task Support	30	30	30	30	30	30	30	30	30	30	30	30	30	360
Admin/Management	2	2	2	2	2	2	2	1	1	1	1	1	1	19
<b>TOTALS</b>	32	32	32	32	32	32	32	31	31	31	31	31	31	379





## 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
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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."

Contract No.: RR-18-4353

Consultant: ABNA of Illinois, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

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

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

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

**Others:**      Name: \_\_\_\_\_

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

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

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

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

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

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

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



**EXHIBIT F**

**Contract No. RR-18-4353**

**ABNA of Illinois, Inc.**

**SCOPE OF SERVICES**

ABNA will be providing Phase II engineering support on various task orders. This may include structural, roadway, drainage, lighting, and surveying support. ABNA will coordinate with CMT as needed.

**EXHIBIT G**

**Contract No. RR-18-4353**

**ABNA of Illinois, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-16-9197	DUR	\$300,000.00	\$260,000.00	12/31/2018
PSB 14-3	Structural BNSF Over I-294	\$512,000.00	\$130,000.00	12/31/2018
PSB 17-3	Contract I-17-4300	\$1,732,500.00	\$1,700,000.00	12/31/2021
PSB 17-2	Contract I-17-4678	\$385,000.00	\$265,000.00	12/31/2020

Contract No.: RR-18-4353

Consultant: ABNA of Illinois, Inc.

**EXHIBIT H - SERVICES BY OTHERS**

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

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

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 40%;"></td> <td style="width: 30%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-
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Direct Labor	\$	-														
Direct Costs	\$	-														
Services by Others	\$	-														
Additional Services **	\$	-														
Total this Subconsultant (ULC)	\$	-														

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

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

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

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

# Contract Information Sheet

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

Consultant Name: David Mason + Associates of Illinois, Ltd.

Contract Number: RR-18-4353

Proposal Date: 5/23/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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











Contract No.: RR-18-4353

Consultant: David Mason + Associates of Illinois, Ltd.

**EXHIBIT B: FEE CALCULATIONS**

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

1,288.00  
(Total Work Hours  
from Exhibit A)

\$ 48.26  
(Average Hourly  
Rate)

TOTAL DIRECT SALARY \$ 62,158.88

Multiplier to be used on this project:

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

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 174,044.86

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

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 5,955.14

**C. SERVICES BY OTHERS**

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

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

TOTAL SERVICES BY OTHERS \$ \_\_\_\_\_

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

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

**ADDITIONAL SERVICES (Subconsultants)**

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

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

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

\$ 180,000.00



## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## **ALLOWABLE DIRECT COSTS**

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

Contract No.: RR-18-4353

Consultant: David Mason + Associates of Illinois, Ltd.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

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

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

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

**Others:**      Name: \_\_\_\_\_

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

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

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

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

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

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

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

**EXHIBIT F**

**Contract No. RR-18-4353**

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

**SCOPE OF SERVICES**

Civil Engineering / Survey / Sewer Cleaning / Televising

**EXHIBIT G**

**Contract No. RR-18-4353**

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

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-13-9149	Facility DUR	\$2,500,000.00	\$1,213,000.00	12/31/2019



**EXHIBIT H - SERVICES BY OTHERS**

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**DBE/MBE/WBE SUBCONSULTANTS**

1			
	Direct Labor	_____	Direct Labor
	Direct Costs	_____	Direct Costs
	Services by Others	_____	Services by Others
	Additional Services **	_____	Additional Services **
	Total this Subconsultant (ULC)	\$ _____	Total this Subconsultant (ULC)
			\$ _____
2			
	Direct Labor	_____	Direct Labor
	Direct Costs	_____	Direct Costs
	Services by Others	_____	Services by Others
	Additional Services **	_____	Additional Services **
	Total this Subconsultant (ULC)	\$ _____	Total this Subconsultant (ULC)
			\$ _____
3			
	Direct Labor	_____	Direct Labor
	Direct Costs	\$ _____	Direct Costs
	Services by Others	\$ _____	Services by Others
	Additional Services **	\$ _____	Additional Services **
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4			
	Direct Labor	_____	Direct Labor
	Direct Costs	\$ _____	Direct Costs
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TOTAL DBE/MBE/WBE Subconsultants:	\$ _____
TOTAL Additional Services DBE/MBE/WBE Subconsultants:	\$ _____
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:	\$ _____
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):	_____
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):	_____

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

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

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

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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: EFK Moen, LLC

Contract Number: RR-18-4353

Proposal Date: 5/23/2018

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-18-4353

Consultant: EFK Moen, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
DUR Assistance	20	20	20	20	20	20	20	20	20	20	20	20	20	240
<b>TOTALS</b>	20	20	20	20	20	20	20	20	20	20	20	20	20	240







## 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."

Contract No.: RR-18-4353

Consultant: EFK Moen, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT F**

**Contract No. RR-18-4353**

**EFK Moen, LLC**

**SCOPE OF SERVICES**

Assist with roadway or structural DUR tasks.

**EXHIBIT G**

**Contract No. RR-18-4353**

**EFK Moen, LLC**

**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>
PTB149-019	US 67 North of Monouth	\$2,124,307.00	\$1,398,000.00	6/1/2019
PTB156-033	Il 19 over Vermillion River	\$375,167.00	\$111,000.00	6/1/2019
PTB158-022	I-74/CH 9	\$350,402.00	\$2,000.00	8/1/2018
PTB161-030	District 6 Various Work Orders	\$222,276.00	\$14,000.00	6/1/2019
PTB163-008	District 1 Various Work Orders	\$1,000,000.00	\$8,474.00	6/30/2018
PTB170-012	District 6 Various Work Orders	\$243,488.00	\$38,000.00	6/1/2019
PTB174-013	Poplar Street Complex Traffic Control	\$11,087.00	\$3,000.00	6/1/2019
PTB181-004	District 1 Various Work Orders	\$1,007,847.00	\$581,522.00	9/30/2018
PSB 14-3	RR-14-4224 CTS Master Plan	\$3,623,053.00	\$763,000.00	6/31/2018
PSB 14-3	RR-14-4222 - BNSF over I-294	\$227,040.00	\$91,583.00	6/30/2018
PSB 17-2	I-17-4296 CST 95th to LaGrange	\$793,655.00	\$640,217.00	12/31/2020
PSB 17-2	I-17-4297 CST I-55 Ramps to 75th	\$818,186.00	\$731,488.00	12/31/2020

**EXHIBIT H - SERVICES BY OTHERS**

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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



# Contract Information Sheet

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

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Contract Number: RR-18-4353

Proposal Date: 5/23/2018

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10.01.2013

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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."

Contract No.: RR-18-4353

Consultant: Juneau Associates, Inc., P.C.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:**

\_\_\_\_\_

**Project Manager:**

\_\_\_\_\_

**Project Engineer:**

\_\_\_\_\_

**Resident Engineer:**

\_\_\_\_\_

**Documentation Engineer:**

\_\_\_\_\_

**Project Civil Engineer:**

\_\_\_\_\_

**Project Structural Engineer:**

\_\_\_\_\_

**Project Drainage Engineer:**

\_\_\_\_\_

**Senior Engineer:**

\_\_\_\_\_

**Others: Name:**

\_\_\_\_\_

**Classification:**

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**Name:**

\_\_\_\_\_

**Classification:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Classification:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Classification:**

\_\_\_\_\_

**EXHIBIT F**

**Contract No. RR-18-4353**

**Juneau Associates, Inc., P.C.**

**SCOPE OF SERVICES**

Perform design surveys as directed by the Prime Consultant.

**EXHIBIT G**

**Contract No. RR-18-4353**

**Juneau Associates, Inc., P.C.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-13-4117	Reagan Memorial Tollway, Roadway Reconstruction, East West Connector. Construction Management Services	\$44,000.00	\$44,000.00	5.31.2019
I-16-4283	Jane Addams Memorial Construction Management Upon Request. On-call and as needed construction management services.	\$100,000.00	\$100,000.00	12.31.2018
RR-16-9197	Systemwide Design Services Upon Request Non Roadway. On-call and as-needed Phase II Engineering	\$100,000.00	\$67,660.31	12.31.2018
I-17-4675	Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange (Eastbound Collector Distributor Road). Phase II Engineering	\$93,100.00	\$66,308.50	8.31.2020
RR-16-4252	Construction Management - Systemwide, Maintenance Facilities, Construction Management Services Upon Request	\$60,000.00	\$60,000.00	6.01.2018
I-15-4656	Design Services - EOWA, I-294 to I-90 Tri-State and Franklin/Green Street	\$490,000.00	\$371,516.15	6.01.2018
RR-14-4200	Surveying - Maintenance Facilities, Construction Management Upon Request	\$18,900.00	\$8,380.92	12.31.2017
I-17-4301	Tri-State Tollway, Roadway Reconstruction, St Charles Road (M.P. 32.3) to North Avenue / Lake Street (M.P. 33.5)	\$212,000.00	\$212,000.00	10.31.2021
I-17-4308	Tri-State Tollway, ITS & Lighting Installation, 95th Street (M.P. 17.8) to Balmoral Avenue (M.P. 40.0). Phase II Engineering Services	\$152,000.00	\$151,355.00	12.31.2022
I-17-4309	Tri-State Tollway, Advanced MOT Rehabilitation, 95th Street (M.P. 17.8) to East West Connector (M.P. 29.1)	\$29,000.00	\$29,000.00	12.31.2021

I-17-4310	Tri-State Tollway, Advanced MOT Rehabilitation, East West Connector (M.P. 29.1) to Balmoral Avenue (M.P. 40.0).	\$15,000.00	\$15,000.00	12.31.2022
RR-17-4292	Systemwide, Veterans Memorial Tollway, Pavement Preservation.	\$22,074.00	\$22,074.00	8.31.2018
RR-16-4281	Tri-State Tollway, 159th Street Bridge Reconstruction, M.P. 6.3. Construction Management Services	\$50,000.00	\$50,000.00	2.28.2019
RR-17-4312	Reagan Memorial Tollway, Pavement and Structural Preservation and Rehabilitation, M.P. 123.4 (IL Route 59) to M.P. 126.9 (East of Washington Street).	\$50,000.00	\$50,000.00	8.31.2018
I-17-4315	Tri-State Tollway, Construction Management Upon Request. Phase III Engineering Services	\$150,000.00	\$13,347.00	9.30.2022

Contract No.: RR-18-4353

Consultant: Juneau Associates, Inc., P.C.

**EXHIBIT H - SERVICES BY OTHERS**

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

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

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

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

1	<table border="0" style="width: 100%;"> <tr><td style="width: 30%;">Direct Labor</td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td>Direct Costs</td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td>Services by Others</td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td>Additional Services **</td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td><b>Total this Subconsultant (ULC)</b></td><td style="text-align: right;"><b>\$ -</b></td></tr> </table>	Direct Labor		Direct Costs		Services by Others		Additional Services **		<b>Total this Subconsultant (ULC)</b>	<b>\$ -</b>		<table border="0" style="width: 100%;"> <tr><td style="width: 30%;">Direct Labor</td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td>Direct Costs</td><td style="border-bottom: 1px solid black; text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="border-bottom: 1px solid black; text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="border-bottom: 1px solid black; text-align: right;">\$ -</td></tr> <tr><td><b>Total this Subconsultant (ULC)</b></td><td style="text-align: right;"><b>\$ -</b></td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	<b>Total this Subconsultant (ULC)</b>	<b>\$ -</b>	
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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: WBK Engineering, LLC

Contract Number: RR-18-4353

Proposal Date: 5/23/2018

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















## 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
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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 Equipments/Transcriptions	Actual Cost
Recording Fees	Actual Cost
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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
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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**

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<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."



Contract No.: RR-18-4353

Consultant: WBK Engineering, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

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

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

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

**Others:**      Name: \_\_\_\_\_

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

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

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

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

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

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

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

**EXHIBIT F**

**Contract No. RR-18-4353**

**WBK Engineering, LLC**

**SCOPE OF SERVICES**

Upon request, provide professional services, systemwide, for Contract RR-18-4353, including but not limited to structural design, roadway design, drainage design, sign and wall repairs, and various other design activities

**EXHIBIT G**

**Contract No. RR-18-4353**

**WBK Engineering, LLC**

**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>
182-017	BDE On Call training	\$200,000.00	\$180,000.00	12/31/2019
181-009	Var/Var PE I/II Region 2	\$1,000,000.00	\$646,000.00	6/30/2022
167-014	PE II Rte 38 at County Farm Road	\$498,000.00	\$130,000.00	3/31/2020
157-025	Var/Var PE I/II Region 2	\$1,000,000.00	\$50,000.00	6/30/2018
Collins Rd	PE I Collins Road extension	\$762,000.00	\$45,000.00	7/31/2018
Bunker Rd	PE II Bunker Road extension and Roundabout	\$779,000.00	\$25,000.00	12/31/2018

Contract No.: RR-18-4353

Consultant: WBK Engineering, LLC

**EXHIBIT H - SERVICES BY OTHERS**

Exhibits A-B, D-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-B, D-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	_____
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4	_____	
	Direct Labor	_____
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9	_____	
	Direct Labor	_____
	Direct Costs	\$ _____
	Services by Others	\$ _____
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5	_____	
	Direct Labor	_____
	Direct Costs	\$ _____
	Services by Others	\$ _____
	Additional Services **	\$ _____
	Total this Subconsultant (ULC)	\$ _____

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

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

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

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

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

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

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

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

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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