#### RESOLUTION NO. 21814

#### Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20887 approved November 19, 2015, entered into an Agreement with Globetrotters Engineering Corporation on Contract I-15-4241 for Construction Management, Systemwide.

Per Tollway request, Globetrotters Engineering Corporation submitted a proposal to provide Supplemental Construction Management Services for Contract I-15-4241, increasing the contract upper limit by \$281,060.64, from \$4,500,000.00 to \$4,781,060.64. It is necessary and in the best interest of the Tollway to accept the proposal from Globetrotters Engineering Corporation.

#### Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Globetrotters Engineering Corporation consistent with the aforementioned proposal to increase the contract upper limit by \$281,060.64, subject to the approval of the 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: \_\_\_\_\_\_\_Chairman



May 6, 2019

Mr. Paul Kovacs, Chief Engineer Illinois State Toll Highway Authority 2700 Ogden Avenue Downers Grove, IL 60515

Attention:

Mustafa Hassan Pete Foernssler Manny Lao

RE:

Contract I-15-4241 Supplement 12

Construction Management Services Upon Request

Request Task Funds

Dear Mr. Kovacs:

Globetrotters Engineering Corporation (Globetrotters) respectfully requests funds to cover costs incurred providing dedicated construction management to the completion of Contract I-15-4241 Supplement 1 approved on June 23, 2017. These costs are required to complete the projects and subsequent close-out.

The initial cost of construction management was estimated under the assumption that all tasks would conclude within the same general timeframe and could be managed concurrently with the manhours allocated across the tasks, which had a scheduled completion date of October 2018.

- Task 4322 was delayed for more than 7 months, while G4S (PM-Kellas Dodson) resolved customer and scheduling issues associated with the transfer of fiber service.
- Task 4327 was delayed more than 8 months due to a railroad permit oversight; a permit is required for installation of fiber and another permit is required for the removal of existing fiber. The removal permit was never obtained and the project was delayed until the removal permit was granted.

These tasks required a R.E., inspector, and documentation person. Due to the 7 & 8 month delays of task 4322 & 4327, respectively, the efficiency expected from working all tasks concurrently wasn't realized. All field construction activities have been completed and the remaining contracts are in the final stages of the close-out process. Globetrotters construction management costs due to delays were \$188,761.28 as of January 11<sup>th</sup>, 2019. Globetrotters additional construction management cost from January 11<sup>th</sup> to today are \$92,299.36, for a total construction management cost of \$281,060.64.

This request will not impact the overall D/M/WBE and VOSB participation and Globetrotters will complete the project within the new contract amount.

If you have any questions, please contact me or Terry Shanklin at (312) 619-7933.



Brian J. McPartlin
Executive Vice President
Globetrotters Engineering Corporation

Enclosure

cc: M. J. McMurray - GEC

A. Shah - GEC

Terry Shanklin - GEC GEC File 15022



1-15-4241

# Unified Certification Program - Search

**Contractor Details** 

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

#### Gonzalez

#### Companies, LLC

Carlos V. Huddleston 525 W. Main St., Ste. 125 Belleville, IL 62220

County: St. Clair

Email: gonzalezcompanies@gonzalezcos.com

Phone: (618) 222-2221 Fax: (618) 222-2225

Categories: Architecture\Engineering

NAICS

Speciality

541330-Engineering

541330- ROADS AND

Services

STREETS

CONSTRUCTION INSPECTION

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Version: 1.1.27.5458

CLOSE WINDOW

Map This Address

Print

1-15-4241

#### **Business & Contact Information**

BUSINESS NAME Globetrotters Engineering Corporation, DBA GEC

**Design Group and Globetrotters Group** 

OWNER Mr. Ajay Shah

ADDRESS 300 South Wacker Drive Suite 400

Chicago, IL 60606-6716

PHONE **312-922-6400** 

FAX **312-922-0267** 

EMAIL <u>marketing@gec-group.com</u>

#### **Certification Information**

CERTIFYING AGENCY City of Chicago

CERTIFICATION TYPE MBE - Minority Business Enterprise

CERTIFICATION DATE 7/13/2016

RENEWAL DATE 6/1/2019

EXPIRATION DATE 6/1/2019

CERTIFIED BUSINESS NAICS 541310 Architectural (except landscape) services

DESCRIPTION NAICS 541330 Engineering services
NAICS 541340 Drafting services

NAICS 541350 Building inspection services

NAICS 541370 Surveying and mapping services (except geophysical)

NAICS 541410 Interior design services

NAICS 541512 Computer Systems Design Services NAICS 541519 Other Computer Related Services

NAICS 541611 Administrative Management and General management

**Consulting Services** 

NAICS 541618 Other Management Consulting Services

NAICS 541690 Other Scientific and Technical Consulting Services
NAICS 541990 All Other Professional, Scientific, and Technical Services

#### **Commodity Codes**

Code Description

Globetrotters

1-15-4241

	- 10001101101
NAICS 541310	Architectural (except landscape) services
NAICS 541330	Engineering services
NAICS 541340	Drafting services
NAICS 541350	Building inspection services
NAICS 541370	Surveying and mapping services (except geophysical)
NAICS 541410	Interior design services
NAICS 541512	Computer Systems Design Services
NAICS 541519	Other Computer Related Services
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541618	Other Management Consulting Services
NAICS 541690	Other Scientific and Technical Consulting Services
NAICS 541990	All Other Professional, Scientific, and Technical Services
<b></b>	

#### **Additional Information**

WARD

42

**COMMUNITY AREA** 

32 Loop

# OFFICE OF THE ILLINOIS SECRETARY OF STATE JESSE WHITE SECRETARY OF STATE

#### CORPORATION FILE DETAIL REPORT

File Number	50326837	1000	
Entity Name	GLOBETROTTERS ENGIN	EERING CORPORATION	
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	10/16/1973	State	ILLINOIS
Agent Name	BRIAN J KRAJEWSKI	Agent Change Date	04/29/2016
Agent Street Address	1547 WARREN AVE	President Name & Address	MICHAEL MCMURRAY 300 SOUTH WACKER DRIVE #200 CHICAGO 60606
Agent City	DOWNERS GROVE	Secretary Name & Address	AJAY SHAH 300 SOUTH WACKER DRIVE #200 CHICAGO 60606
Agent Zip	60515	Duration Date	PERPETUAL
Annual Report Filing Date	09/02/2018	For Year	2018
Assumed Name	ACTIVE - GEC DESIGN GROACTIVE - GLOBETROTTER		

Return to the Search Screen

Select Certificate of Good Standing for Purchase

(One Certificate per Transaction)

#### OTHER SERVICES

File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office Address

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

Page: 1 Document Name: untitled Globetrotters Engineering Corporation I-15-4241

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:25 05/08/19

ACTION: S

VENDOR NUMBER= \*\*\*

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

OFFSET: 00 OF 00

#### DISCLAIMER:

AS OF 05/08/19 AT 14:26 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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Date: 5/8/2019 Time: 2:26:28 PM

Gonzalez Companies, LLC I-15-4241

Page: 1 Document Name: untitled

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:25 05/08/19

ACTION: S

VENDOR NUMBER= \*\*

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

OFFSET: 00 OF 00

#### DISCLAIMER:

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Date: 5/8/2019 Time: 2:27:08 PM

# CONSTRUCTION MANAGER SECOND SUPPLEMENTAL AGREEMENT

The Board of Directors, on the 16<sup>th</sup> day of May, 2019, authorized this SECOND SUPPLEMENTAL AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and GLOBETROTTERS ENGINEERING CORPORATION, a corporation authorized and existing within the laws of the State of Illinois, hereinafter sometimes referred to as "CONSTRUCTION MANAGER".

#### WITNESSETH:

WHEREAS, the TOLLWAY selected CONSTRUCTION MANAGER from **PSB 15-2, Item 1,** and CONSTRUCTION MANAGER entered into an agreement on **November 19, 2015**, to provide construction management services (hereinafter "Services") for Contract No. **I-15-4241** for **Construction Management Services Upon Request – Systemwide, On-call and As-needed**; and

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

WHEREAS, CONSTRUCTION MANAGER has submitted a proposal dated **May 7, 2019**, a copy of which is attached hereto as Exhibit "1", to provide said additional Services, and it is in the best interest of the TOLLWAY to accept said proposal.

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

#### ARTICLE I

#### General Provisions

Except as modified or changed herein, all terms, provisions and conditions contained in the original agreement between the TOLLWAY and the CONSTRUCTION MANAGER dated **November 19, 2015** ("Original Agreement") and commonly referred to as Contract No. **I-15-4241** and any prior supplements, shall govern this agreement and be in full force and effect, however, any changes to multipliers, unit costs, prices and/or rates of compensation shall only be applied to Services rendered solely under this Supplement pursuant to changes in the scope of work. The supplemental proposal attached as Exhibit "1" is hereby incorporated into and made a part of this **SECOND** Supplemental Agreement.

#### ARTICLE II

#### Time of Performance

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

#### **ARTICLE III**

#### Reaffirmation of Original Agreement

All covenants and agreements contained in the Original Agreement made and entered into by and between the TOLLWAY and CONSTRUCTION MANAGER and any and all prior Supplemental Agreements, if any, to provide Services for Contract No. I-15-4241 for Construction Management Services Upon Request – Systemwide, On-call and As-needed are reaffirmed and shall govern this Agreement as if fully set forth herein, it being the intent that this Agreement shall be a supplement to said agreement(s).

#### **ARTICLE IV**

#### Record Retention and Audit

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

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

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

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

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

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

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

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

Rev. 4/18/2019 Page 3 of 5 Contract I-15-4241

#### ARTICLE VI

#### Compensation

The upper limit of compensation for said supplemental Services for Contract No. I-15-4241 for Construction Management Services Upon Request – Systemwide, On-call and As-needed performed by the CONSTRUCTION MANAGER under the Original Agreement and including the services set forth herein, is hereby increased from \$ 4,500,000.00 by \$ 281,060.64 to \$ 4,781,060.64.

#### ARTICLE VII

#### Report of a Change in Circumstances

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

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

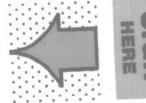
Finally, the CONSTRUCTION MANAGER acknowledges and agrees that the failure of the CONSTRUCTION MANAGER to comply with this reporting requirement shall constitute a material breach of contract which may result in this contract being declared void.

#### ARTICLE VIII

#### **EXPATRIATED ENTITIES**

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

Rev. 4/18/2019 Page 4 of 5 Contract I-15-4241



IN WITNESS WHEREOF, the parties hereto have executed this SECOND SUPPLEMENTAL AGREEMENT for I-15-4241 the day and year first above written.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY	GLOBETROTTERS ENGINEERING CORPORATION
By_ Chair/Executive Director-Signature Date Will Evans/Bosé Alvarez	President-Signature Date
A DDDOV (ED	Michael J. McMurray Printed Name as Signed Above
APPROVED:	
Chief Financial Officer - Signature Date Michael Colsch	
APPROVED:	
General Counsel - Signature Date	

Approved as to Form and Constitutionality

Attorney General, State of Illinois - Signature Date

Kathleen Pasulka-Brown

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

#### FOR CONTRACT NUMBER I-15-4241

This proposal, dated <u>May 7, 2019</u>, is submitted by <u>Globetrotters Engineering Corporation</u> of <u>Chicago, IL</u> for Construction Manager's Service.

#### DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract <u>I-15-4241</u> for which we propose to provide Construction Manager Services is <u>Construction Management Services Upon Request Systemwide, On-call and As-needed</u>, in <u>Various</u> County (Counties), Illinois.

#### REAFFIRMATION OF ORIGINAL AGREEMENT

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

#### SCOPE OF SUPPLEMENTAL CONSTRUCTION MANAGER SERVICES

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

#### FEE PROPOSAL

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

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

<u>PAYROLL COSTS AND MULTIPLIER</u> - 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.

invoicing during the proje	Ct.			
Rev. 3/1/2017	Page 1 of 5	- EX	XHIBIT "1"	
		PAGE	OF	

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

#### AGREEMENT LIMITS

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

The Upper Limit Compensation shall be increased

from \$ 4,500,000.00 by \$ 281,060.64 to \$ 4,781,060.64.

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

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

Rev. 3/1/2017 Page 2 of 5 EXHIBIT "1"

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

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

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

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

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

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

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

Rev. 3/1/2017	Page 3 of 5	EXHIBIT "1"
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Engineering Officer for an alternative INVOICE submission date. CONSTRUCTION MANAGER will request such approval or an INVOICE submittal extension no later than February 15<sup>th</sup>.

#### PARTIAL PAYMENTS

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

#### REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

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

Rev. 3/1/2017	Page 4 of 5	E	XHIBIT "1"	
			200	
		PAGE	OF	

# THIS PROPOSAL FOR SUPPLEMENTAL CONSTRUCTION MANAGER SERVICES FOR

#### CONTRACT <u>I-15-4241</u>

#### SUBMITTED BY:

FIRM NAME:

Globetrotters Engineering Corporation

ADDRESS:

300 S. Wacker Drive Suite 400

CITY, STATE &

ZIP CODE:

Chicago, IL 60606

TELEPHONE:

312-922-6400

FACSIMILE:

312-922-7197

SIGNED BY:

PRINTED NAME: Michael J. McMurray

TITLE:

President

Rev. 3/1/2017

Page 5 of 5

EXHIBIT "1"

PAGE \_\_\_\_OF EXHIBIT "1"

Page 5 of 42



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 liqu of such endorsement(s)

PRODUCER The David Agency Insurance, Inc. 385 N. York Road Elmhurst IL 60126    CONTACT   PHONE   FAX	
ADDUNGBLE LIBITITY  PHONE SAND AGGREGATE LIMIT APPLIES PER:  POLICY PECT LOC  OTHER  AUDIOMOBILE LIBILITY  POLICY PECT LIBILITY  POLICY SINGLE LIBILITY  POLICY PECT LOC  OTHER  PRODUCTS - COMBINED SINGLE LIMIT S PECLED  PRODUCTS - COMBINED SINGLE LIMIT S PECLED PECL OF PRODUCTS - COMBINED SINGLE LIMIT S  POLICY PECT LOC  OTHER  POLICY PECT LOC  OTHER  POLICY PECT LOC  OTHER  OCOMBINED SINGLE LIMIT S  POLICY PECT LOC  OTHER  POLICY PECT LOC  OTHER  PRODUCTS - COMBINED SINGLE LIMIT S  POLICY PECT LOC  OTHER  PRODUCTS - COMBINED SINGLE LIMIT S  POLICY PECT LOC  OTHER  COMBINED SINGLE LIMIT S  COMBINED SINGLE	
Elmhurst IL 60126  Emalurst II 6	0-516-0700
INSURER A: Admiral Insurance Company  INSURER B: Globetrotters Engineering Corp 300 S. Wacker Dr. #200 Chicago IL 60606  INSURER D: INSURER D: INSURER E: INSURER F:  COVERAGES  CERTIFICATE NUMBER: 1329970489  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.  INSIR TYPE OF INSURANCE ADDLISURE INSD WYD POLICY NUMBER  COMMERCIAL GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY  GENLA AGGREGATE LIMIT APPLIES PER: POLICY PRO-DICY JECT LOC OTHER:  AUTOMOBILE LIABILITY  COMBINED SINGLE LIMIT COMBINED SINGLE LIMIT S  AUTOMOBILE LIABILITY  COMBINED SINGLE LIMIT COMBIN	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Illinois State Toll Highway Authority Contract #4241- Construction management services upon request – Systemwide, On-call and As-Nee	ded.
CERTIFICATE HOLDER CANCELLATION	85
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CAN THE EXPIRATION DATE THEREOF, NOTICE WILL BE ACCORDANCE WITH THE POLICY PROVISIONS.	CELLED BEFORE DELIVERED IN
2700 Ogden Avenue Downers Grove IL 60515  Authorized Representative	
© 1988-2014 ACORD CORPORATION. All	

#### **SMCGRATH**

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/10/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

03/22/2019   03/22/2020   DAMAGE TO RENTED   S   1,000,000
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ACORD 25 (2016/03)

Downers Grove, IL 60515

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© 1988-2015 ACORD CORPORATION IN THE Treserved.

AUTHORIZED REPRESENTATIVE

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

# BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

 The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
- 2. The following is added to Paragraph 4.a. of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

- The following is added to Paragraph 8., Transfer
  Of Rights Of Recovery Against Others To Us,
  of SECTION IV COMMERCIAL GENERAL
  LIABILITY CONDITIONS:
  - We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.
- 4. The following definition is added to the DEFINITIONS Section:
  - "Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
  - a. After you have signed that written contract;
  - While that part of the written contract is in effect; and
  - Before the end of the policy period.

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

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., Who is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the BUSINESS AUTO COVERAGE FORM and Paragraph e. in A.1., Who is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the MOTOR CARRIER COVERAGE FORM, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

## **Contract Information Sheet**

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

Consultant Name:	Globetrotters Engineering Corporation	
Contract Number:	I-15-4241 S-2	
Proposal Date:	5/7/2019	
Exhibit Pointers	Editable cells in each exhibit are underlined in red	
	Notes and guidance for each exhibit are on the right of the ex	khibits in yellow text boxes
	A full set of instructions to complete the exhibits is available	on the Tollway's website

Consultant: Globetrotters Engineering Corporation

Contract Number:

I-15-4241 S-2

# EXHIBIT A: ESTIMATED TASK WORK HOURS

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Contract No.:I-15-4241 S-2	Consultant: Globet	rotters Engineering Co	rporation
EXHIBI	B: FEE CALCULATIONS		
A. DIRECT LABOR (without overtime)	*		
	\$ 51.08 = TOTA  (Average Hourly Rate from Exhibit C-2)	AL DIRECT SALARY \$	80,910.72
Multiplier to be used on this project:			2.80
Allowable Multiplier = (2.8 DSE) (2.5	or 2.8 CM) (2.5 PMO)	3	
DIRECT RI	EGULAR SALARY TIMES I	MULTIPLIER _\$	226,550.02
B. REIMBURSABLE DIRECT COSTS NOT (For Prime Consultant listed above.)	ELIGIBLE FOR PROFIT		
	тот	AL DIRECT COSTS	\$12,726.84
			A CONTRACTOR OF THE PROPERTY O
C. SERVICES BY OTHERS			
Total Allowable Fee DBE/MBE/WBE Su	bconsultant (from Exhibit H) \$	41,783.78	
Total Allowable Fee Non-DBE/MBE/WBE Subcons	ultant (from Exhibit H (cont)) _\$	•	
	TOTAL SERV	VICES BY OTHERS \$	41,783.78
90			
D. ADDITIONAL SERVICES (Prime Consultant)			
	(Requires prior autho	rization before use)	
ADDITIONAL SERVICES (Subconsultants)	(Requires prior autho	rization before use)	
	TOTAL ADDI:	TIONAL SERVICES \$	
	(Requires prior autho		
E. MAXIMUM ALLOWABLE FEE (Upper Limit	of Compensation)	\$	281,060.64

The escalation factor for this project is:

7.0				
	7.0	7.0	7.0	7.0
Date Date	Date Date	Date Date	Date Date	Date Date
1	•	1	*	
e e	rough 10	ESCALATION PER YEAR Year 6 through 10	ESCALA	
Escalation Factor Fifth Period	Escalation Factor Fourth Period	Escalation Factor Third Period	42.86% Escalation Factor Second Period	57.14% Factor First Period
7.0	7.0	7.0	7.0	7.0
Date Date	Date Date	Date Date	Date Date	Date Date 4.0
•	5		1/1/2019 - 3/31/2019	9/1/2018 - 12/31/2018
	hrough 5	ESCALATION PER YEAR Year 1 through 5	ESCAL	
		0%	PERCENT OF RAISE:	
		1/1/2019	RAISE DATE:	
		9/1/2018	SCHEDULED START DATE:	
	No. OF MONTHS	7	CONTRACT TERM:	
	SCALATION TABLE	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	EXHIBIT C-1:	
			019	Date: 5/7/2019

No No

Architect

Intern

Admin/Clerical

Realty Specialists

S No S No No S S 0

Senior Technical Specialist Engineer /Accountant Staff Engineer/Planner Project Engineer/Planner Resident Engineer Senior Engineer/Planner

Technical Specialist

\$15.00

\$35.00

\$35.00

93.00

\$20.00 \$30.00

\$70.00

\$70.00 \$50.00

\$8.25 \$8.25

\$40.00

Version 16

\$25.00 \$20.00

\$60.00

\$60.00 \$40.00 \$60.00

	Escalation Factor:	Consultant: Glo
(From Cubible C 4)	100.00%	betrotters Engineering Corporation

Contract No.:

I-15-4241 S-2

Date:

5/7/2019

**EXHIBIT C-2: DIRECT LABOR CLASSIFIC** 

			ATION MAN-HOURS AND RATES
Total Direct Labor_	Average Hourly Rate:	Total Estimated Work Hours:	S AND RATES
\$80,910.72	\$51.08	1,584.00	
Total Overtime Premium:	Average Premium O/T Hourly Rate:	Total Estimated O/T Hours:	OVERTIME PREMIUM

\$80,910.72	\$51.08	1,304.00
Total Overtime Premium:	Average Premium O/T Hourly Rate:	IIOUIS.

Classification Eligible for

Overtime? Premium

Tollway Classification

Classification

Classification

Right)

Right)

\$40.00

\$70.00

\$63.00

119.00

\$50.00

\$70.00

\$40.00 \$40.00

\$70.00 \$70.00

\$25.00

\$45.00 \$55.00 \$60.00

\$45.00 \$55.00 \$60.00 \$63.00

547.00

791.00 34.00

\$20.00

**Hourly Rate** MINIMUM Tollway

**Hourly Rate** MAXIMUM Tollway

Classification Classification (See Note A to (See Note B to

Work Hours (Including Overtime)

> (See Note C to **Hourly Rate**

(See Note D to

Right)

Hours Only)

(Overtime

Right)

Estimated

Premium

Overtime

Escalated

Estimated

Overtime

Hours

Average

**Hourly Rate** Average

**Hourly Rate** 

Escalated Average

Project Manager

Principal

\$80,910.72	\$51.08	1,584.00
Total Overtime Premium:	Average Premium O/T Hourly Rate:	Total Estimated O/T Hours:

19	
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P	1
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1	F
S	1

EXHIBIT "1"

Page **17** of **42** 

Corporatio	Engineering	Globetrotters	 Consultant:
			.,,

"1" TIBILKE: No.: 1-15-4241 S-2

Date: 5/7/2019

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

Range per Hour	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Consultant Classification (specific to each company)	Tollway Classification
02\$-09\$			rincipal
078 - 048	Terrence Shankllin	Resident Engineer-2	oject Manager
02\$ - 0+\$	Terrance Walloch	Civil Design Engr - 3	enior Engineer/Planner
048 - 048	Demitri Demitropolous	Resident Engineer-1	seldent Engineer
	Renato Baladad	Const Insp - 2	oject Engineer/Planner
000 - 070	Gerardo Sanchez	Const Insp - 2	
	Igor Eskin	Civil Constr Eng - 2	
	Kenneth Lirette	Civil Design Eng - 2	
1	Гекзи Одедендре	Civil Const Engr - 1	100 N
	Rashad Marga	Const Inspector - 1	2000 pmgs
\$50 - \$40			aff Engineer/Planner
\$50 - \$60			gineer /Accountant
\$25 - \$60			nior Technical Specialist
915 - 850	Boris Shkolnik	CADD - Oper - 2	chnical Specialist
920 - \$70			alty Specialists
88.25 - \$20			ше
88.25 - \$40			lsoins/Clerical
			a a
2			-
- 1			
	v.		
-			

Contract No.: I-15-4241 S-2

Consultant:

#### **EXHIBIT D**

#### **IMATES**

	REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES
A.	VEHICLE REIMBURSEMENT - rate based on link below http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx
В.	ALLOWABLE DIRECT COSTS - based on link below  https://www.illinoistollway.com/documents/20184/238673/LG_TOL  LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3
C.	ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:
	DIRECT COST CATEGORY

**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)** 

12,726.84 \$

#### **ALLOWABLE DIRECT COSTS**

#### 09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD) Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)

Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)

Air Fare

Vehicles

Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)

Vehicle Rental (including tolls)

Vehicle Owned or Leased (does not include

personal vehicles, not owned by the company) (includes tolls)

Parking

Tolls (Personal Vehicles only)

Overtime

Shift Differential

Overnight Delivery/Postage Courier Service

Copies of Deliverables

Specific Insurance - required for project

CADD

Monuments - Permanent

Advertisements

2-way Radio

Telephone Usage

Web Site

Facility Rental for Public Meetings & Exhibits/Rendering

Lab Services (excluding Phase III normal construction

& AV Equipment/Transcriptions

**Recording Fees** Courthouse Fees

Testing of Soil Samples

inspection such as beam breaks, cylinder breaks,

pavement cores)

Equipment rental specific for project (snooper for bridge

inspection, noise meter, etc.)

Specialized equipment - on an as needed basis with prior

approval

Traffic Systems Storm sewer cleaning and televising

Traffic control and protection Aerial photography, mapping and drone usage

Utility exploratory trenching

Up to State rate maximum

Actual cost (up to State rate maximum)

Actual cost

Coach Rate with 2 weeks advance purchase with

ISTHA approval

Up to State rate maximum

Actual cost up to \$55/day

\$65/full day, \$32.50/half day (4 hours or less)

Actual Cost

**Actual Cost** 

Premium portion

Actual cost (based on firm's policy)

**Actual Cost** 

**Actual Cost** 

**Actual Cost** 

Actual Costs (Maximum of \$450.00/Mo)

**Actual Cost** 

Actual Cost

Actual cost (Survey or Phase III only)

Actual Cost (Traffic System Monitoring Only)

**Actual Cost** 

Actual Cost

Actual Cost

Actual Cost.

Actual Cost

Actual Cost

**Actual Cost** 

Actual Cost

**Actual Cost** 

Actual Cost

Actual Cost Actual Cost

Actual Cost

## **ALLOWABLE DIRECT COSTS**

- \*website for State Reimbursement Rates\_ http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

#### **ALLOWABLE DIRECT COSTS**

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

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

#### NOTES:

For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees
traveling to and from the site will be allowed depending on the firm's policy and limited to the
Tollway's CM Manual allowance.

Contract No.: 1-15-4241 S-2

Consultant: Globetrotters Engineering Corporation

#### **EXHIBIT E - KEY PROJECT PERSONNEL**

Project Princ	ipal:	Brian McPartlin
Project Mana	iger:	Terrence Shanklin, P.E.
Project Engir	neer:	
Resident Eng	gineer:	Demitri Demitropolous
Documentati	on Engineer:	Renato Baladad
Project Civil	Engineer:	Sung Lee, P.E.
Project Struc	tural Engineer:	
Project Drain	age Engineer:	
Senior Engin	eer:	
Others:	Name:	Gerardo Sanchez
	Classification:	Materials Coordinator
	Name:	
	Classification:	
	Name:	
V Takes	Classification:	
	Name:	
	Classification:	

#### **EXHIBIT F**

# Contract No. I-15-4241 S-2 Globetrotters Engineering Corporation SCOPE OF SERVICES

Globetrotters will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. Globetrotters may be required to review and make comments on Pre-Final Design Plans submitted to the Tollway for constructability. Globetrotters will complete and submit final measurements, calculations, and final contract documents to the Tollway no later than 6 weeks after completion of Punch List for the project. Tasks included 4294 - WB Fencing, 4319 - EB Fencing, 4322 - WB Fiber Removal, 4327 - EB Fiber Removal, and 4290 - Grading and Landscaping

## EXHIBIT G

## Contract No. I-15-4241 S-2

## **Globetrotters Engineering Corporation**

## **CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project S	Fee (Including all Supplementals and extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
***************************************	I-17-4315 ISTHA:Construction Management	\$5.0 million	\$2.3 million	4/30/21
	I-13-4614 ISTHA:Elgin O'Hare West Access-I	OUR \$2.0 million	\$1.0 million	12/31/19
	I-13-4622 ISTHA:Elgin O'Hare West Term De	esign \$5.5 million	\$0.7 million	12/31/20
	PTB 185-001 IDOT: Various ADA and/or Ph	ase I \$1.8 million	\$1.3 million	1/31/23
	PTB 187-003 IDOT: US 14 Pumping Station-	Ph III \$1.2 millio	n \$1.1 million	8/7/20
	22032700 CMS: Professional Fiber Engineering	ng \$1.2 million	\$0.9 million	n 10/15/20
	805-030-020 CDB:Illinois Math & Science Ac	ademy \$443,00	\$195,000	12/31/19
	125-110-015 CDB: Illinois Youth Center	\$466,00	\$288,000	0 12/31/19
	630-000-207 CDB: Repair / Replace Roofs/En	try Ways \$222,00	0 \$44,000	9/30/19

1-1	5-4241	S-2
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-		_	_				_		
С	o	n	S	u	ľ	ta	n	T.	

**Globetrotters Engineering Corporation** 

#### **EXHIBIT H - SERVICES BY OTHERS**

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

#### **DBE/MBE/WBE SUBCONSULTANTS**

1	Gonzalez Companies, LLC	and the second second second second second	200 S	6	· ·		
	Direct Labor	\$ 41,440.00	_		Direct Labor		
	Direct Costs	\$ 343.78	_		Direct Costs	\$ -	
	Services by Others		_		Services by Others	\$	
	Additional Services **		**************************************		Additional Services **	\$ 44	
	Total this Subconsultant (ULC)		\$ 41,783.78		Total this Subconsultant (ULC)	Marina California della della competenza della	<u>s - </u>
2	Juneau Associates, Inc. P.C.		*	7			4
	Direct Labor		<b>*</b>	3	Direct Labor		_
	Direct Costs		**************************************		Direct Costs	\$ -	_
	Services by Others				Services by Others	\$ -	_
	Additional Services **		-3	9	Additional Services **	\$ -	<u>.</u>
	Total this Subconsultant (ULC)	*	\$ -		Total this Subconsultant (ULC)		<u>s</u> -
3	Material Service Testing, Inc.			8			
	Direct Labor	-			Direct Labor		_
	Direct Costs	s -			Direct Costs	\$ -	- 20
	Services by Others	\$ -			Services by Others	\$ -	
	Additional Services **	\$ -			Additional Services **	\$ -	
	Total this Subconsultant (ULC)	s 5 2	\$ -		Total this Subconsultant (ULC)		\$ -
4	V3 Consultants			9			ar .
	Direct Labor				Direct Labor	2007 THE RESERVE TO T	-
	Direct Costs	s -			Direct Costs	s -	<del>3</del> /2 =
	Services by Others	\$ -			Services by Others	\$ -	<del>-</del>
	Additional Services **	\$ -			Additional Services **	\$ -	<del>-</del>
	Total this Subconsultant (ULC)		\$ .		Total this Subconsultant (ULC)		s .
					•		11 -0
5		The state of the s		10	•		2
	Direct Labor				Direct Labor	Sind the second profession of	
	Direct Costs	\$ -	4		Direct Costs	\$ -	
	Services by Others	. \$	67		Services by Others	\$ -	
	Additional Services **	\$ -			Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		_\$ -

Auditional	services	lunas	require	prior	authorization	petore	use

TOTAL DBE/MBE/WBE Subconsultants: \$ 41,783.78

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 41,783.78

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

14.87%

14.87%

-			
Cor	1120	Itar	17.

Globetrotters Engineering Corporation

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

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

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

				6	_			
		Transport of the second of the	Direct Labor		_	The state of the s	Direct Labor	
	100	\$ -	Direct Costs		_		Direct Costs	
		\$ -	Services by Others		18 <u>4</u> 5	And the State of the	Services by Others	
		\$ -	Additional Services **				Additional Services **	
	\$	PARTONEOU	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)	
	<u>1000</u>	entranta de la companya de la compa		7	_	shugus <sup>5</sup> . W.,	WWW.	*******
		\$	Direct Labor		_		Direct Labor	
	5 <u>4</u> (1)	\$ -	Direct Costs		4		Direct Costs	
		\$ -	Services by Others		_	-	Services by Others	
		\$ -	Additional Services **		4		Additional Services **	
	\$		Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)	
				8	_			
		\$ -	Direct Labor			\$ -	Direct Labor	
	_	\$ -	Direct Costs		_	\$	Direct Costs	
	-25	s .	Services by Others		_	\$ -	Services by Others	
		\$ -	Additional Services **		_	\$ -	Additional Services **	
-	\$		Total this Subconsultant (ULC)	-	\$		Total this Subconsultant (ULC)	
	<u> </u>	The second second second		9		10 Thomas - 10 Tho		_
	_	\$ -	Direct Labor		-	\$ -	Direct Labor	
		\$ -	Direct Costs		-7	\$ -	Direct Costs	
	<u></u>	<b>s</b> -	Services by Others		_	\$ -	Services by Others	
		\$ -	Additional Services **		-	\$ -	Additional Services **	
	\$		Total this Subconsultant (ULC)	/ W.	\$		Total this Subconsultant (ULC)	
	_			10				_
	_	s -	Direct Labor		2	\$ -	Direct Labor	
	2	\$ -	Direct Costs		2	\$ -	Direct Costs	
		\$ -	Services by Others			\$ -	Services by Others	
		<u>.</u> \$ 2	Additional Services **		-	\$ -	Additional Services **	
	- \$		Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)	

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:	Gonzalez Companies, LLC	
Contract Number:	I-15-4241 S-2	
Proposal Date:	5/7/2019	

**Exhibit Pointers** 

Editable cells in each exhibit are underlined in red

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

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

				EXHI	BIT A: E	<b>EXHIBIT A: ESTIMATED TASK WORK HOURS</b>	D TASK V	VORK HC	OURS				
									Gra	and Tota	Exhibit	Grand Total Exhibit A Hours	400
,					<b>.</b>	MONTHS of YEAR 2018	of YEAR	2018					TOTAL
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Engineer		7					200	200					400
													101111111111111111111111111111111111111
TOTALS							000	000					100

Contract No.: I-15-4241 S-2	Consultant:	Gonzalez Compa	nies, LLC	
EXH	IIBIT B: FEE CALCUI	ATIONS		
A. DIRECT LABOR (without overtime)				
400.00	X \$ 37.00	TOTAL DIRECT SALARY	•	14,800.00
(Total Work Hours from Exhibit C-2)	(Average Hourly Rate from Exhibit C-2)		•	14,000.00
Multiplier to be used on this project			C	2.80
Allowable Multiplier = (2.8 DSE)	(2.5 or 2.8 CM) (2.5 PMO)		-A	
DIRECT	T REGULAR SALARY	TIMES MULTIPLIER	\$	41,440.00
B. REIMBURSABLE DIRECT COSTS No (For Prime Consultant listed above		ROFIT		
			3	
		TOTAL DIRECT COSTS		\$343.78
C. SERVICES BY OTHERS				
Total Allowable Fee DBE/MBE/WB	BE Subconsultant (from Exhi	bit H) \$		
	*			
Total Allowable Fee Non-DBE/MBE/WBE Sub	consultant (from Exhibit H (c	cont)) \$ -		
			14	
	a a	TOTAL SERVICES BY OTHERS	\$	
D. ADDITIONAL SERVICES (Prime Consulta				
D. ADDITIONAL SERVICES (Prime Consulta		s prior authorization before use)		
ADDITIONAL SERVICES (Subconsultants		s prior authorization before use)		
•		s prior authorization before use)		
		TOTAL ADDITIONAL SERVICES	\$	<u>.</u>
		s prior authorization before use)	11	
E. MAXIMUM ALLOWABLE FEE (Upper Li	imit of Compensation)		\$	41,783.78
			<u> </u>	71,100.10

	EXHIBIT C-1:	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	ESCALATION TABLE	
	CONTRACT TERM:	2	No. OF MONTHS	
	SCHEDULED START DATE:	7/1/2018		
	RAISE DATE:	1/1/2019		
	PERCENT OF RAISE:	%0		
81	ESCAL	ESCALATION PER YEAR Year 1 through 5	through 5	
7/1/2018 - 8/31/2018	-		1	•
Date Date	Date Date	Date Date	Date Date	Date Date
2.0	2.0	2.0	2.0	2.0
100.00% Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Portod	Escalation Factor Fifth Period
	ESCALA	ESCALATION PER YEAR Year 6 through 10	rough 10	
Date Daie	Date Date	Date Date	Date Date	Date Date
2.0	2.0	2.0	2.0	2.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Fector Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

Version 16

Contract No.:

I-15-4241 S-2

5/7/2019

Date:

Consultant:

Gonzalez Companies, LLC

Escalation Factor:

100.00%

(From Exhibit C-1)

	EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES	R CLASSIFICA	ATION MAN-	HOURS AND	RATES		OVERTIME	DIRECT COST OVERTIME PREMIUM
					Total Estimated Work Hours:	400.00	Total Estimated O/T Hours:	
					Average Hourly Rate:	\$37.00	Average Premium O/T Hourly Rate:	
					Total Direct Labor	\$14,800.00	Total Overtime Premium:	
Classification Eligible for Premium Overtime?	on r Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
N <sub>O</sub>	Principal	\$50.00	\$70.00					
No	Project Manager	\$40.00	\$70.00					
No	Senior Engineer/Planner	\$40.00	\$70.00		ě			
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$37.00	\$37.00	400.00		
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00	The second secon				
	Senior Technical Specialist	\$25.00	\$60.00					
2 X	Technical Specialist	\$15.00	\$50.00					
	Architect	\$30.00	\$70.00					
	Realty Specialists	\$20.00	\$70.00					
۷ "1"	Intern	\$8.25	\$20.00					
ON No	Admin/Clerical	\$8.25	\$40.00					

Rev. 6/2016

Date: 5/7/2019

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

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	The state of the s		\$50 - \$70
Project Manager			\$40 - \$70
Senior Engineer/Planner		The state of the s	\$40 - \$70
Resident Engineer		F. Shekin Sajanum 20 m. Same atticker in annual section.	\$40 - \$70
Project Engineer/Planner	Project Engineer	Aurora Delgado	\$25 - \$60
	Project Engineer	Shawn Syed	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	The second secon		\$8.25 - \$40
	and the second s		
		- January Control of the Control of	
·		1	
			A COLUMN CONTRACTOR OF THE COLUMN CONTRACTOR OF THE COLUMN

DIRECT COST CATEGORY

#### **EXHIBIT D**

#### **REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. VEHICLE REIMBURSEMENT - rate based on link below http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx
- ALLOWABLE DIRECT COSTS based on link below B. https://www.illinoistollway.com/documents/20184/238673/LG TOL LWAY XX ALLOWABLEDIRECTCOSTS 12132013.PDF/b3dab3
- C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

		-				
		15				
						1
						Securit
						44
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TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

343.78

## **ALLOWABLE DIRECT COSTS**

#### 09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Up to State rate maximum

Up to State rate maximum

Actual cost up to \$55/day

Actual cost

ISTHA approval

Actual cost (up to State rate maximum)

Coach Rate with 2 weeks advance purchase with

\$65/full day, \$32.50/half day (4 hours or less)

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)

Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)

Air Fare

Vehicles

Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)

Vehicle Rental (including tolls)

Vehicle Owned or Leased (does not include

personal vehicles, not owned by the company) (includes tolls)

Parking Actual Cost

Tolls (Personal Vehicles only)

Actual Cost

Overtime

Premium portion

Overtime Premium portion
Shift Differential Actual cost (based on firm's policy)

Overnight Delivery/Postage Courier Service Actual Cost
Copies of Deliverables Actual Cost

Specific Insurance – required for project
CADD
Actual Cost
Actual Costs (Maximum of \$450.00/Mo)

Monuments – Permanent Actual Cost

Advertisements

2-way Radio

Actual Cost

Actual cost (Survey or Phase III only)

Telephone Usage Actual Cost (Traffic System Monitoring Only)

Web Site

Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering

& AV Equipment/Transcriptions Actual Cost

Recording FeesActual CostCourthouse FeesActual CostTesting of Soil SamplesActual Cost

Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks,

pavement cores) Actual Cost

Equipment rental specific for project (snooper for bridge

inspection, noise meter, etc.)

Actual Cost
Specialized equipment – on an as needed basis with prior

approval Actual Cost
Traffic Systems Actual Cost
Storm sewer cleaning and televising Actual Cost
Traffic control and protection Actual Cost

Aerial photography, mapping and drone usage

Utility exploratory trenching

Actual Cost

# **ALLOWABLE DIRECT COSTS**

- \*website for State Reimbursement Rates\_ http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

## **ALLOWABLE DIRECT COSTS**

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

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

#### NOTES:

For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees
traveling to and from the site will be allowed depending on the firm's policy and limited to the
Tollway's CM Manual allowance.

Contract No.:	I-15-4241 S-2	Consultant:	Gonzalez Companies, LLC
	EXHIE	BIT E - KEY PROJECT PE	ERSONNEL
Project Princip	pal:		
Project Manag	er:		
Project Engine	eer:		
Resident Engl	neer:		
Documentation	n Engineer: Eliz	abeth S. Glowacz	
Project Civil E	ngineer:	1	×
Project Structu	ıral Engineer:		
Project Draina	ge Engineer:		
Senior Engine	er:	8	
Others:	Name:		
	_/		
	Name:		
	Classification:		
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#### **EXHIBIT F**

# Contract No. I-15-4241 S-2 Gonzalez Companies, LLC SCOPE OF SERVICES

This project is to perform Phase III engineering services required for the construction, inspection and supervision at selected locations on the Tollway system. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on as as-needed basis. Typical tasks will include projects that are required for the Tollway system, and may include, but not be limited to:

Crossroad bridge rehabilitation
Right of way fence and landscaping installation
Bridge and wall repairs
On call and as-needed work related to the Tollway system

## **EXHIBIT G**

## Contract No. I-15-4241 S-2

## **Gonzalez Companies, LLC**

## **CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
	Rte 157 over Schoenberger Crk, Phase III	\$1,077,935.00	\$364,197.00	6/1/2017
PTB 164/007	7 Joliet Movable Bridges, Phase III	\$979,893.00	\$690,000.00	8/1/2019
PSB 16-1	Construction Management Upon Request	\$3,000,000.00	\$2,512,817.00	12/31/2018
PSB 15-1	Construction Management Upon Request	\$350,000.00	\$50,000.00	12/31/2017
PSB 15-1	Design Upon Request	\$75,000.00	\$75,000.00	12/31/2017
129997	41st Bridge CDOT Phase III Const. Eng.	\$110,000.00	\$110,000.00	12/31/2017
PTB 179	I-290 Congress Parkway, Circle Int.	\$189,754.00	\$189,754.00	12/31/2018
PTB 181	US 34 Eldamain Rd. to Center Pkwy.	\$187,500.00	\$187,500.00	12/31/2019

1-1	5-4241	S-2
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Gonzalez Companies, LLC

#### **EXHIBIT H - SERVICES BY OTHERS**

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

DBE/MBE/WBE SUBCONSULTANTS
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	Total this Subconsultant (ULC)		\$			Total this Subconsultant (ULC)			\$ 

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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):

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I-15-4241 S-2
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Consultant:	Gonzalez Companies, LLC

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

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

OTHER SUBCONSULTANTS	(NOT DBE/MBE/WBE)
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TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: \$

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