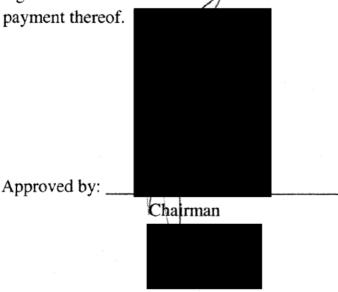
RESOLUTION NO. 21363

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services Upon Request, Tri-State Tollway (I-294), on Contract No. I-17-4304. A. Epstein and Sons International Inc., (dba Epstein) has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with A. Epstein and Sons International Inc., (dba Epstein), to obtain Design Services Upon Request, for Contract No. I-17-4304 with an upper limit of compensation not to exceed \$5,000,000.00, 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



PSB 17-3 SOI Project Team: Prime and Sub-Consultant REQUIRED INFORMATI

Item # 9 I-17-4304 Tri-St Prime Consultant Information Prime	Prime Consultant Firm Name Prime FEIN Number Contact	nd nal,	Sub-Consultant Information	For Each Sub-Consultant Enter	Sub-Consultant Firm Name	A. Epstein and Sons Atlas Engineering Group, Lt	A. Epstein and Sons Bowman Consulting Group	A. Epstein and Sons d'Escoto, Inc.	A. Epstein and Sons GSG Consultants, Inc.	A. Epstein and Sons Jones Moore Construction &	A. Epstein and Sons Mott MacDonald, LLC	A. Epstein and Sons Orion Engineers, LLC	A. Epstein and Sons Peralte-Clark, LLC	A. Epstein and Sons SE 3, LLC
Tri-State Tollway, Design Upon Request, Phase II Engin Prime Contact Information (ONLY "1") Diversity In	Contact Phone Number (1)	-	Sub C	Provide "1" Project	FEIN Number Consultant	Natalia Homedi, PE	Matthew Letson	Rafael Herrera, PE	Ala Sassila, Ph	Louis Jones	Kevin Bollinger	Charles Frangos	Jean-Alix Peralte	Jason Martin
sign Upon Rec		tsmiles@epsteingl	Sub Contact Information (ONLY "1")	oject	Sub- Role (brief) of Sub- nt Consultant	ii, PE Utility Coordination, \$847-753-8020	n QA/QC Structures, St312-614-0380	, PE Lead 3D, Roadway S 312-787-0707	Ala Sassila, PhD, PE Lead Geotechnical, E 312-733-6262	Roadway Support, C 312-782-8970	r Roadway Support, St 312-894-5368	os Erosion Control, Roa (312) 544-9108	lte Lead MOT, QA/QC F 847-485-8069	Lead Barrier Warrant 630-235-7176
luest, Phase	Is Firm a D/M/WBE		(ONLY "1")		Number (1)	\$847-753-8020	\$1312-614-0380	\$312-787-0707	L312-733-6262	C 312-782-8970	St 312-894-5368	м (312) 544-9108	F847-485-8069	nt 630-235-7176
	Does Proposal Contain Mentor Protégé Proposal Yes / No	Yes	Sub Role a		Contact Email (1)	nhomedi@aegrouplto	mletson@bowmancg	rherrera@descotoino	asassila@gsg-consu	shilu@jones-moore.c	kevin.bollinger@mot	cfrangos@orionengii	jean-alix.peralte@pe	jmartin@se3.us
eering Services. 1. Pedestrian formation	Percentage Commitment of D/M/WBE on Project, INCLUDING PRIME, IF DBE	33.00%	Sub Role and % of Work	Percentage (%) of work to be	Performed by Sub- Consultant	ltq 12.00%	3.00%	nc 4.00%	5.00%	.c 4.00%	ott 6.00%	jir 3.00%		8.00%
1. Pedestria	Percentage Commitment of VOSB on Project, INCLUDING PRIME, IF VOSB	3.00%		IL UCP, City of Chgo or N/A	DBE	IL UCP	N/A	City of Chgo	IL UCP	City of Chgo	N/A	N/A	N/A	IL UCP
	Key Personnel Project Manager (1)		/ersity Goal." Tr r's total DBE go subconsi	City of Chicago, Cook County or	WBE	City of Chicago	N/A	N/A	N/A	NA	N/A	NA	NA	N/A
Bridge; 2. Plainfield Road Bridge; 3. Demolition; 4. As Ne NOTE: Provide only One (1) Person under Key Personnel ISTHA	Key Personnel Project Engineer / Resident Engineer (1)		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	City of Chicago, Cook County or N/A	MBE	N/A	N/A	Cook County	City of Chicago	City of Chicago	N/A	N/A	N/A	N/A
ad Bridge; 3	Total Fee all Projects	\$ 9,412,453 \$	b-Contractor Di sultant will final I subconsultant Ijusted, if neces	Yes or No	SBA 8(a)	No	No	No	No	No	No	No	No	No
3. Demolition;	Total Fee Remaining		Sub-Contractor Diversity Information: onsultant will finalize this Plan during sed subconsultants shall not change, I adjusted, if necessary, during negotia	Yes or No	VOSB / SDVOSB	N _o	S	No	Yes	No	No	Yes	No	No
0	Total Fee all Projects		tion: The below ring negotiation nge, but the wor gotiations. NO	Choose from the dropdown menu below	Ethnicity	Caucasian	Caucasian	Hispanic	Hispanic	African American	Caucasian	Caucasian	African American	African American
IDOT	Total Fee Remaining		low table represents the proposions based on the negotiated so work category and percentage o NOTE: Review Instructions Tab	Male or Female	Gender	Female	Male	Male	Male	Male	Male	Male	Male	Male
0.	g Total Fee all Projects		negotiated sco percentage of v	Yes or No	M/P	N	No	No	No	No	No	Yes	No	No
ОТНЕВ	Total Fee Remaining all ts		The below table represents the proposer's draft "Plan to negotiations based on the negotiated scope of work. The out the work category and percentage of work for each tions. NOTE: Review Instructions Tab	Intentionally Left Blank										

Vendor Information



Business & Contact Information

Business Name

Atlas Engineering Group, LTD

Owner

Ms. Natalia N. Homedi, PE

Address

3100 Dundee Road

> Map This Address

Suite 502

Northbrook, IL 60062

Phone

847-753-8023

Fax

847-753-8023

Email

nhomedi@aegroupltd.com

Website

http://www.aegroupltd.com

Ethnicity

Caucasian

Gender

Female

County

Cook (IL)

Certification Information

Certifying Agency

State of Illinois Central Management Services

Certification Type

WBE - Women Business Enterprise

Renewal Date

3/2/2018

Expiration Date

3/2/2018

Certified Business

Description

Engineering Services, Professional,

Surveyor Services, Land,

Construction Management Services,

Commodity Codes

Code

Description

NIGP 925

Engineering Services, Professional

NIGP 92586

Surveyor Services, Land

NIGP 95826

Construction Management Services

Additional Information

Region

Metro Chicago

Reciprocal Certification

City of Chicago

Agency

Vendor Information

CLOSE WINDOW X

Business & Contact Information

Business Name

d'Escoto, Inc.

Owner

Mr. Federico J. d'Escoto

Address

420 N. Wabash

> Map This Address

Suite 200

Chicago, IL 60611

Phone

312-787-0707

Fax

312-787-7322

Email

FDESCOTO@DESCOTOINC.COM

Website

http://www.descotoinc.com

Ethnicity

Hispanic

Gender

Male

County

Cook (IL)

Certification Information

Certifying Agency

State of Illinois Central Management Services

Certification Type

MBE - Minority Business Enterprise

Renewal Date

10/4/2018

Expiration Date

10/4/2018

Certified Business

Description

Engineering Services, Professional, Architectural Services, Professional,

Drafting Services, Consulting Services

Commodity Codes

Code

Description

NIGP 906

Architectural Services, Professional

NIGP 90738

Drafting Services

NIGP 918

Consulting Services

NIGP 92500

ENGINEERING SERVICES, PROFESSIONAL

Additional Information

Region

Metro Chicago

Vendor Information

CLOSE WINDOW **Print**

Business & Contact Information

Business Name

GSG Consultants, Inc.

Owner

Mr. Guillermo Garcia

Address

855 West Adams Street

> Map This Address

Suite 200

Chicago, IL 60607-3019

Phone

312-733-6262

Fax

312-733-5612

Email

ggarcia@gsg-consultants.com

Website

http://www.gsg-consultants.com

Ethnicity

Hispanic

Gender

Male

County

Cook (IL)

Certification Information

Certifying Agency

State of Illinois Central Management Services

Certification Type

MBE - Minority Business Enterprise

Renewal Date

3/10/2018

Expiration Date

3/10/2018

Certified Business

Description

Site Work **CONSULTING SERVICES**

Environmental Consulting

ENGINEERING SERVICES, PROFESSIONAL

Safety Services, Environmental

Commodity Codes

Code

Description

NIGP 90976

Site Work

NIGP 91800

CONSULTING SERVICES

NIGP 91843

Environmental Consulting

NIGP 92500

ENGINEERING SERVICES, PROFESSIONAL

NIGP 92682

Safety Services, Environmental

Additional Information

Region

Metro Chicago

Reciprocal Certification

Metra

Agency

Vendor Information

CLOSE WINDOW X

Business & Contact Information

Business Name

Jones Moore Construction & Consulting LLC

Owner

Mr. Louis Jones

Address

180 North Michigan Avenue

> Map This Address

Suite #2407

Chicago, IL 60601

Phone

312-782-8970

Fax

312-782-8990

Email

shilu@jones-moore.com

Ethnicity

African American

Gender

Allioun Americ

County

Cook (IL)

Male

Certification Information

Certifying Agency

State of Illinois Central Management Services

Certification Type

MBE - Minority Business Enterprise

Renewal Date

8/15/2018

Expiration Date

8/15/2018

Certified Business

Description

Architect Services, Professional, (Not Otherwise Classified),

Including Consulting

Buildings - Architectural Design

Drafting Services

Engineering Services, Non-Licensed (Not Otherwise Classified),

Including Consulting

Computer Aided Design Services

Commodity Codes

Code Description

NIGP 90607

Architect Services, Professional, (Not Otherwise Classified), Including Consulting

NIGP 90610

Buildings - Architectural Design

NIGP 90738

Drafting Services

NIGP 90740

Engineering Services, Non-Licensed (Not Otherwise Classified), Including

Consulting

NIGP 92018

Computer Aided Design Services

Additional Information

Region

Metro Chicago

Vendor Information

CLOSE WINDOW X



Vendor Information

Business Name

Peralte-Clark, LLC

Owner

Mr. Jean-Alix Peralte

Address

1601 W. Colonial Parkway

> Map This Address

Inverness, IL 60067

Phone

847-485-8069

Fax

847-485-8069

Email

jean-alix.peralte@peralte-clark.com

Website

http://www.peralte-clark.com

Certification Information

Certifying Agency

Cook County

Certification Type

MBE - Minority Business Enterprise

Certification Date

5/25/2017

Renewal Date

5/25/2018

Expiration Date

5/25/2022

Certified Business

O, LOLL

Description

Professional Services: Professional Engineering Services, Civil

Engineering

Commodity Codes

Code

Description

NAICS 541330

Civil engineering services

NAICS 541330

Engineering services

Customer Support

Print This Page

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Unified Certification Program - Search

Contractor Details

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

Print

SE3, LLC

Email: vstewart@se3.us

Vernal Stewart

Phone: 630-641-9900

230 SW Main St. Ste. 213 Fax: 708-469-2566

Lee's Summit, MO

64063-0000

County:

Jackson

Categories: Architecture\Engineering, Professional

NAICS

Speciality

541330-Engineering

541330 - Freeways, Roads and

services

Streets, Traffic Signals,

541512-Computer

Studies: Traffic and Safety,

Systems Design Services Reconstruction/Major

541611-Administrative

Rehabilitation, Rehabilitation

Management and General and Construction Inspection

Management Consulting

541611 - Program

Services

Management, Program

Controls

541512 - Systems Design/Deployment

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Version: 1.1.27.5458

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: Tri-State Tollway, Design Engineering Services	Upon Request Phase II	roject/Solicitation Number:	17-3 Item 9 I-17-4304
Name of Prime Vendor: A. Epstein a	nd Sons International, Inc.	OSB Compliance Contact:	Greg Osborne
Address: 600 West Fulton Street			
City: Chicago	State: Illinois	Zip Code	60661
Telephone: 312-429-8272	Fax: 312-559-1217	Email: gosborne@epstein	global.com
Name of Certified VOSB Vendor:	Orion Engineers LLC.		
Address: 220 North Green Street	\	OSB Compliance Contact:	Charles Frangos
City: Chicago	State: Illinois	Zip Code	60607
Telephone: 312-554-9108	Fax:	Email: cfrangos@orioneng	ineerslic.com
Type of agreement: Services	44444	And the second state of th	
Anticipated start date of the Certific	ed VOSB Vendor:	TBD	
NOTE: The Prime Vendor must indicate VOSB Vendor.			e subcontracted to the certified
Detailed description of work to be p Erosion Control, Roadway Support	performed by the VOSB Ver	Idor:	- Approximate - Commence - Commen
Erosium coemicii, Nobuway Support			
The Vendor and the certified vendor project between the Vendor and the in the percentage as indicated above.	e State of Illinois, the Cert e.	ified VOSB Vendor will perfor	m the scope of work
Vendor (Company Narge and D/B/A)):	Certified VOSB Vendor (Co	mpany Name and D/B/A):
Signature		Signature	
Print Name: Greg Osborne	in a minimum annum.	Print Name: Charles Frangos	
Title: Vice President/ Director of Civil Eng	neering	Title: President	
Date: 5/3/2017	nickatileten valeren himbrier etsekanne - unimagandi	Date: 5/2/2017	

Vendor Information

CLOSE WINDOW X

Business & Contact Information

Business Name

Orion Engineers, LLC

Owner

MR. CHARLES FRANGOS

Address

220 N Green Street

> Map This Address

Chicago, IL 60607

Phone

312-544-9108

Fax

312-544-9108

Email

cfrangos@orionengineersllc.com

Website

http://www.orionengineersllc.com

Ethnicity

Caucasian

Gender

Male

County

Cook (IL)

Certification Information

Certifying Agency

State of Illinois Central Management Services

Certification Type

VOSB - Veteran Owned Small Business

Renewal Date

7/16/2018

Expiration Date

7/16/2020

Certified Business

Description

Civil Engineering,

General Construction: Management, Scheduling, Cost Estimation

- Engineering,

Highways, Streets, Airport Pay-Parking Lots - Engineering,

Land Development and Planning/Engineering,

Municipal Engineering,

Traffic and Transportation Engineering,

Erosion Control Services

Commodity Codes

Code Description

NIGP 92517 Civil Engineering

NIGP 92544 General Construction: Management, Scheduling, Cost Estimation - Engineering

NIGP 92549 Highways, Streets, Airport Pay-Parking Lots - Engineering

NIGP 92561 Land Development and Planning/Engineering

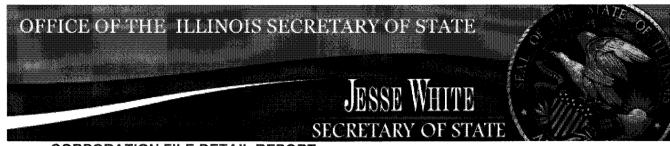
NIGP 92570 Municipal Engineering

NIGP 92593 Traffic and Transportation Engineering

NIGP 98814 Erosion Control Services

Additional Information

Region Metro Chicago



CORPORATION FILE DETAIL REPORT

File Number	53678491					
Entity Name	A. EPSTEIN AND SONS INTE	RNATIONAL, INC.				
Status	ACTIVE					
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA			
Incorporation Date (Domestic)	12/14/1984	State	ILLINOIS			
Agent Name	COGENCY GLOBAL INC.	Agent Change Date	07/12/2017			
Agent Street Address	600 SOUTH SECOND ST, SUITE 404	President Name & Address	MICHAEL DAMORE 600 W FULTON ST CHICAGO 60661			
Agent City	SPRINGFIELD	Secretary Name & Address	JAMES JIRSA 600 W FULTON ST CHICAGO 60661			
Agent Zip	62704	Duration Date	PERPETUAL			
Annual Report Filing Date	12/01/2016	For Year	2016			
Assumed Name	ACTIVE - EPSTEIN					
Old Corp Name	06/01/1987 - THE A. EPSTEIN COMPANIES, INC.					

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 1-17-4304

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:38 09/19/17

ACTION: S

A Epstein and Sons International, Inc

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/19/17 AT 07:38 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.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Date: 9/19/2017 Time: 7:38:54 AM

Page: 1 Document Name: untitled

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:38 09/19/17

OFFSET: 00 OF 00

ACTION: S

Atlas Engineering Group, Ltd.

VENDOR NUMBER= ***:

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/19/17 AT 07:38 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: 9/19/2017 Time: 7:39:13 AM

Page: 1 Document Name: untitled

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:39 **09/19/17**

OFFSET: 00 OF 00

ACTION: S

Bowman Consulting Group, Ltd.

VENDOR NUMBER= ***

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/19/17 AT 07:39 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.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Date: 9/19/2017 Time: 7:39:32 AM

Page: 1 Document Name: untitled

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:39 09/19/17

ACTION: S

d'Escoto, Inc.

VENDOR NUMBER= 3

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

AIMING AGENCY NUMBER: A

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

OFFSET: 00 OF 00

DISCLAIMER:

AS OF 09/19/17 AT 07:39 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: 9/19/2017 Time: 7:39:41 AM

Page: 1 Document Name: untitled

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:39 09/19/17

ACTION: S

656 Consultants, Inc.

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/19/17 AT 07:39 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: 9/19/2017 Time: 7:39:50 AM

Page: 1 Document Name: untitled

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:39 09/19/17

ACTION: S

Jones Moore Construction & Consulting LLC

VENDOR NUMBER= ****

0

OFFSET: 00 OF 00

VENDOR NUMBER= *,

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/19/17 AT 07:39 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.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Date: 9/19/2017 Time: 7:40:01 AM

Page: 1 Document Name: untitled 1-17-4304

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:39 09/19/17

ACTION: S

Mott Mac Donald LLC

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/19/17 AT 07:39 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.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Date: 9/19/2017 Time: 7:40:10 AM

Page: 1 Document Name: untitled

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:40 09/19/17

ACTION: S

Orion Engineers, LLC

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/19/17 AT 07:40 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.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Date: 9/19/2017 Time: 7:40:18 AM

Page: 1 Document Name: untitled

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:40 09/19/17

OFFSET: 00 OF 00

ACTION: S

Peralte - Clark, LLC

VENDOR NUMBER= ***

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/19/17 AT 07:40 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.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Date: 9/19/2017 Time: 7:40:27 AM

Page: 1 Document Name: untitled

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:40 09/19/17

ACTION: S

SE3, LLC

VENDOR NUMBER= ***

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

OFFSET: 00 OF 00

DISCLAIMER:

AS OF 09/19/17 AT 07:40 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.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Date: 9/19/2017 Time: 7:40:35 AM

EXHIBIT E - VOSB

PARTNERING FOR GROWTH PROGRAM

FOR

ERAN AND SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (VOSBs)

MEMORANDUM OF UNDERSTANDING BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	Α	THE PROTÉGÉ:	FIRM NAME ADDRESS
Greg Osborne	A. Epstein and Sons International, Inc. 800 W. Fulton St. Chicago, IL.	D N	Charles Frangos	Orion Engineers, LLC 220 N. Green St. Chicago, IL

Note: The Partnering for Growth Program was formerly known as the Partnership-Mentor/Protégé Program.

Note: The VOSB goal is separate and distinct from the DBE goal. A single firm may not be utilized to achieve credit toward both VOSB and DBE goals on a single project. Therefore, the protégé participation must match the goal for which the protégé is being utilized.

I. PROGRAM PURPOSE

The Mentor and the Protégé commit to entering into a Partnering for Growth Agreement in accordance with the current guidelines of the Tollway's Partnering for Growth (formerly known as Partnership Mentor/Protégé) Program for VOSBs. The purpose of the Program is to facilitate the Tollway's professional services consultants with:

- A. Meeting Veteran and Service-Disabled Veteran Owned Small Business (VOSB) participation goals.
- B. Establishing new partnerships with VOSB firms that have no prior experience providing professional services to the Tollway,
- C. Continuing technical and nontechnical support for VOSB firms that have limited experience providing professional services to the Tollway, and
- D. Assisting VOSB firms with building their capacity and becoming and/or remaining self-sufficient, competitive, and profitable business enterprises.

A VOSB means a business certified by the State of Illinois Department of Central Management Services (CMS) as a Veteran-owned small business or Service-disabled Veteran-owned small business.

Professional Services shall be defined as Architecture, Landscape Architecture, Professional Engineering and Professional Land Surveying.

II. CONFORMANCE TO PROGRAM GOALS

- A. Participation in this project by the Protégé.
 - 1. In area(s) being mentored:

•	Technical work covered by Mentor's prequalification category(ies)	3 %
	Scope:	
	Work not applicable to prequalification category(ies)	%
•	Scope:	70
	Coope.	
	Note: Protégé must participate in either one or both of these areas	
	Note: Protégé must participate in either one or both of these areas	

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- 2. In area(s) not being mentored:
 - Work the Protégé will self-perform
 Note: Protégé participation in this area is optional

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- 3. Total participation by the Protégé (Sum of 1. and 2.)
- B. Briefly describe an assessment of the Protégé's needs (one-half page maximum).

Orion is interested in obtaining an increase in backlog of work to justify hiring additional full time professionals. The intent of this relationship is to give Orion the opportunity to lead work within their core business and continue to grow in Phase II Freeway design. Orion will have staff work out of Epstein's office alongside other team members learning from them. Orion, as a firm, can then use the experience gained from this project to take the lead on freeway design for future projects.

C. Briefly describe specific assistance the Mentor will provide to support the Protégé's needs (one-half page maximum).

The Mentor will assign tasks related to roadway geometry such as vertical and horizontal alignment, cross sections, typical sections, discipline coordination, utility coordination, barrier warrant analysis and plan production. The Mentor will also share our Project Management system, tools, reports, and templates with Orion.

III. N	ENTOR EXPERIENCE WITH THE PROGRAM		
Α.	Has the Prime consultant served as a Mentor on a Tollway project completed within the last five years? If yes, list Contract #(s):	YES	NO
	I-12-4039		
	Indicate Phase(s) of Work: ☐MP ■DSE ☐CM ☐Other		
	Areas of Assistance:		
	Freeways Prequalification, Marketing and QA/QC Best Practices		
B.	Is the Prime consultant currently serving as a Mentor on a Tollway project? If yes, list Contract #(s):	YES	NO
	Indicate Phase(s) of Work: □MP □DSE □CM □Other		
	Areas of Assistance:		
C.	Has the Prime consultant mentored the Protégé on another Tollway project within the last five years? If yes, list Contract #(s):	YES	■ NO
	Indicate Phase(s) of Work: □MP □DSE □CM □Other		
	Areas of Assistance:		
IV. P	ROTÉGÉ EXPERIENCE WITH THE PROGRAM		
A.	Has the VOSB firm ever been contracted by the Tollway as a Prime consultant? If yes, list date, Contract #, and description of scope for each project(s):	YES	MO
<u>Dat</u>	• • • •		
			.
			

Tollway proje		within the last five y	r/Protégé relationship on a ears? If yes, list the	YES	NO
Contract #	Protégé Award \$	Mentored by	Area of Assistance		
		tly participating in a st the following for e	Mentor/Protégé relationship on ach project(s).	YES	NO
Contract #	<u>Protégé</u> <u>Award \$</u>	Mentored by	Area of Assistance		
I-15-4659	\$65,000	Wight & Co.	Construction Inspection		
RR-16-4250	\$300,000	H.W. Lochner	Tollway Business Procedures		
RR-16-4255	\$46,300	Primera	Barrier Warrant Analysis		
Illinois Depar	tment of Trans	cipated in a Mentor/ portation project coi ing for each project	Protégé relationship on an mpleted within the last five (s).	YES	■ NO
PTB No/Item	Protégé Award \$	Mentored by	Area of Assistance		

	d total of more than three times, provide explanation
V. STATEMENT OF COMMITTMENT	
notice of selection from the Illinois Tollway for	commitment between the Mentor and Protégé, that upon this PSB Item, a formal Partnering for Growth Agreement ith the current guidelines of the Tollway's Partnering for
Should the proposer, after contract negotiation awarded consultant is requested to submit to the work category changes that were not know	n, wish to modify the 'Plan to Achieve Diversity Goal', the he General Manager of Diversity a detailed explanation of n at the time of the SOI submittal.
SIGNATURE (Mentor Representative)	SIGNALI RPV Protecte Representative)

(Date)

5/4/2017

Exhibit A – Proposed Staff PSB 17-3 Item 9

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

Project Manager (Items 1–15, 17–27 & 30–33)								
Name: Greg Osborne, PE								
Firm:	A. Epstein and Sons International, Inc.							
Category: IL Licensed Professional Engineer								
License #:	062-057747							
Year Registered:	2004	State:	IL					
Office Address:	Address: 600 West Fulton Street							
City:	Chicago	State:	IL					

Project Manager (Item 29)					
Name:					
Firm:					
Category:	jory: IL Licensed Professional Engineer, Experience: Infrastructure/Pavement				
License #:					
Year Registered:	State:				
Office Address:					
City:	State:				

1	Project Enginee (Items 1–15 & 3	er 0–33)				
	Name:	Victor Iniguez, PE				
	Firm:	A. Epstein and Sons International, Inc.				
	Category:	IL Licensed Professional Engineer				
	License #:	IL 062-064643				
	Year Registered:	2012	State: IL			
	Office Address:	600 West Fulton Street				
	City:	Chicago	State: IL			

Roadway Engineer (Items 1–9, 14, 15, 23, 30–33)			
Name:	John Karlovitz,	PE	
Firm:	A. Epstein and International, Ir		
Category:	IL Licensed Profes	sional Eng	ineer
License #:	062-046563		
Year Registered:	1991	State:	IL
Office Address:	062-046563		
City:	Chicago	State:	IL

1	Structural Engineer (Items 1–11, 23, 30–33)			
	Name:	Tim Gall, PE, S	SE .	
	Firm:	A. Epstein and International, Ir		
	Category:	IL Licensed Structi	ural Engineer	
	License #:	PE 062-058313 SE 081-006644	,	
	Year Registered:	2005,2008	State: IL	
	Office Address:	600 West Fulto	n Street	
	City:	Chicago	State: IL	

/	Roadway QC/QA (Items 1–15 & 31–33)			
	Name:	Jean-Alix Peral	te, PE, F	PTOE
	Firm:	Peralte-Clark, L	.LC	
	Category:	IL Licensed Profes	sional Eng	ineer
	License #:	062-049189		-
	Year Registered:	1994	State:	IL
	Office Address:	1601 West Col	onial Par	kway
	City:	Inverness	State:	IL

Structures QC/QA (Items 1–15 & 31–33)			
Name:	Arthur Nowak,	SE	
Firm:	Bowman Cons Ltd.	ulting Gr	oup,
Category:	IL Licensed Struct	ural Engine	eer
License #:	081005894		
Year Registered:	2002	State:	IL
Office Address:	440 S. LaSalle	St.	
City:	Chicago	State:	IL

Electrical Engineer (Items 12 & 13)		
Name:		
Firm:		
Category:	IL Licensed Professional Engineer	
License #:		
Year Registered:	State:	
Office Address:		
City:	State:	

Rev 20160121 PSB 17-3

DESIGN UPON REQUEST DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 28th day of September, 2017, 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 A. EPSTEIN AND SONS INTERNATIONAL, INC., a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

WITNESSETH:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated September 5, 2017, to provide design section engineering services for Contract No. I-17-4304 for Tri-State Tollway Design Upon Request, 95th Street (Mile Post 17.8) to Balmoral Avenue (Mile Post 40); and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 17-3**, **Item 9**, 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. I-17-4304 for Tri-State Tollway Design Upon Request, 95th Street (Mile Post 17.8) to Balmoral Avenue (Mile Post 40) in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of September 5, 2017, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.
- B. All services performed by DESIGN SECTION ENGINEER shall be performed according to professional standards and in accordance with the <u>Design Section Engineer's Manual for The Illinois State Toll Highway Authority</u> 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

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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 September 29, 2017 and ending September 28, 2027, 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 shown in Exhibit "1") with an upper limit of compensation of **Five Million Dollars and No Cents** (\$5,000,000.00). 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

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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 Five Million Dollars and No Cents (\$5,000,000.00) 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. *A. Epstein and Sons International, 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

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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 Any person or entity reusing any plans shall be solely TOLLWAY's own risk. 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.

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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

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:
 - 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;
 - 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

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 compete 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.
- Upon termination for cause, and within ten (10) days of such notice, the 3. 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 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 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.

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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 A. Epstein and Sons International, Inc., 600 W. Fulton, Suite 900, Chicago, Illinois 60661, 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. 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 prequalification, 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.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT **I-17-4304** the day and year first above written.

	THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY	A. EPSTEIN AND SONS INTERNATIONAL, INC.	
	To pully nature Date Robert Schillerstrom/Greg Bedalov	President Signature Vice President	9-13-17 Date
	APPROVED:	Printed Name as Signed Above	e
	Chief Financial Officer - Signature Date Michael Colsch		
	APPROVED:		
દેશ મધ	General Counsel – Signature Date Elizabeth Oplawski		

Approved as to Form and Constitutionality

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



DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER I-17-4304

This proposal, dated <u>September 5, 2017</u>, is submitted by <u>A. Epstein and Sons International, Inc.</u> of <u>Chicago, Illinois</u> for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract <u>Design Upon Request</u> for which we propose to provide Design Section Engineering Services is <u>Tri-State Tollway</u>, <u>Design Upon Request</u>, <u>95th Street (M.P. 17.8) to Balmoral Avenue (M.P. 40.0)</u>, in <u>Cook and DuPage County</u> (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB <u>17-3</u>, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, dated March 2016 (and as revised), and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

RESPONSIBILITY

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

FEE PROPOSAL

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

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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:

<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.

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

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

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

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

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

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

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

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

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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.

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

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

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

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MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 5,000,000.00 (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.

<u>REVISIONS TO THE SCOPE OF WORK</u> - 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.

<u>PROGRESS REPORTS</u> - 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.

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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 reassign 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.

<u>CURRENT WORK LOAD</u> - 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.

<u>INVOICES</u> - 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 31st must be submitted to the TOLLWAY no later than February 28th 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

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Officer for an alternative INVOICE submission date. DESIGN SECTION ENGINEER will request such approval or an INVOICE submittal extension no later than February 15th.

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 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

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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.

EXHIBIT "1"

PAGE ____OF _

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT <u>I-17-4304</u>

SUBMITTED BY:

FIRM NAME:

A. Epstein and Sons International, Inc.

ADDRESS:

600 W. Fulton, Suite 900

CITY, STATE &

ZIP CODE:

Chicago, IL 60661

TELEPHONE:

312-454-9100

FACSIMILE:

312-559-1217

SIGNED BY:

PRINTED NAME: Greg Osborne

TITLE:

Vice President, Director of Civil Engineering

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ILLINOIS TOLLWAY STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.:	I-17-4304		
CONTRACTOR/CONSULTANT NAME:	A. Epstein and Sons International, 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.
- 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).
- 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:

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

Further, the CONTRACTOR agrees to incorporate substantially similar reporting requirements into the Illinois Tollway Standard Business Terms and Conditions Page 5

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

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

25.3	VENDO	DR SUPPLEMENTAL PROVISIONS
	П	Vendor Supplemental Provisions:

STATE OF ILLINOIS SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

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

,			
	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exception accepted by the State thereto as set forth below. STANDARD TERMS AND CONDITIONS		
Section/	State the exception such as "add," "re	onlace " and/or "delete "	
Subsection #	State the exception such as add, se	epiace, uniqui delete.	
	ADDITIONAL TERMS AND CONDITIONS		
New Provision(s), # et. seq.	Section/Subsection New Number, Tit condition.	tle of New Subsection: State the new additional term or	
	haraby agrees to the eventions	neguided by and to the Additional	
Terms and Co	onditions provided by	provided byand to the Additional	
Agreed: A	Epstein and Sons International, Inc.	Agreed:	
By: Greg O		By:	
Signed		Signed:	
	ice President, Director of Civil Engineering	Position:	
Date: Augu	ıst 4, 2017	Date:	

Date: August 4, 2017	Project Number: PSB 17-3, Item 9 Contract No. I-17-4304
Project Name:	Tri State Tollway, Design Upon Request Phase II Engineering Services 1. Pedestrian Bridge; 2. Plainfield Road Bridge; 3. Demolition; 4. As Needed.
Sub-Contractor/Consu Will you be using any	ultant Disclosure. sub-consultants/contractors? Yes No
type of work all Sub-C value (Sub-Contracto contractors/consultant disadvantaged busine purposes of this section	ify below, to the extent the information is known, regardless of the subcontract value, the names, addresses and contractors/Consultants that will be utilized in the performance of this Contract, together with the anticipated dollar rs) or percentage (Sub-Consultants) each is expected to receive pursuant to this Contract. The list of subts should include but not be limited to sub-contractors/consultants, suppliers and truckers proposed to achieve ses enterprise and veteran owned business goals. The State may request updated information at any time. For on Sub-Contractors/Consultants are those specifically hired to perform part of the work of this contract. Non-DBE is do not need to be included.
selected, or after exec subcontracts over \$50	n agrees to provide a copy of the subcontract, if required, within fifteen (15) days after execution of the contract if cution of the subcontract, whichever is later, for those subcontracts with an annual value of more than \$50,000. All 0,000 must include the same certifications that the Vendor must make as a condition of the contract. The vendor subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available
ILCS 500. Section 50 affiliate, is delinquent from entering into a candidate tangible personal properties acknowledges Contractor/Consultangible personal properties acknowledges contractor/Consultangible personal properties acknowledges contractor/Consultangible personal properties acknowledges acknowle	The Contractor/Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 0-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of perty into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor/Consultant is that the contracting State agency may declare the contract void if this certification is false or if the tor any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the
Contractor/Cons	ultant: A. Epstein and Sons International, Inc.
Contract. Contractor/Const	nent Identification Number (FEIN):
E-Mail: gosborn	e@epsteinglobal.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-</u> Contractor(s)/Consultant(s)	Sub- Contractor /Consultant FEIN	Address	General Type of Work	Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)
Atlas Engineering Group		3100 Dundee Road, Suite 502 Northbrook, IL 60062	Utility Coordination, Survey, QA/QC Drainage, Roadway Support, Drainage Support, Structure Support	\$600,000.00
Bowman Consulting Group		440 South LaSalle Street, Suite 3000A, Chicago, IL 60605	QA/QC Structures, Structure Support	\$150,000.00
d'Escoto, Inc.		420 North Wabash Suite 200 Chicago, IL 60611	Lead 3D, Roadway Support	\$200,000.00

GSG Consultants, Inc.		855 W. Adams Street, Suite 200 Chicago, IL 60607	Lead Geotechnical, Drainage Support	\$250,000.00
Jones Moore Construction & Consulting, LLC		180 North Michigan Avenue Suite 2407 Chicago, IL 60601		\$200,000.00
Mott MacDonald, LLC		10 South LaSalle Street Suite 2520 Chicago IL 60603	Roadway Support, Structure Support	\$150,000.00
Orion Engineers, LLC	AND REPORT OF THE PROPERTY OF	220 North Green Street Chicago, IL 60607	Erosion Control, Roadway Support	\$150,000.00
Peralte-Clark, LLC		1601 West Colonial Parkway Inverness, Illinois 60067	Lead MOT, QA/QC Roadway	\$200,000.00
SE3, LLC	A A A A A A A A A A A A A A A A A A A	3041 Woodcreek Drive Downers Grove, IL 60515	Lead Barrier Warrant, Lead ITS, Roadway Support	\$400,000.00

Signature:		Date:	8/4/2017
Printed Name:	Greg Osborne		

STATE OF ILLINOIS TAXPAYER IDENTIFICATION NUMBER

I certify that	Ì	certi	fy	t	ha	t
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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	: A.	Epstein a	and Sons	International	. Inc.
----------------------	------	-----------	----------	---------------	--------

Taxpayer Identification Number:

Social Security Number

Social Security Number:	
or	
Employer Identification Number:	
Legal Status (check one):	·
Individual	Governmental
Sole Proprietor	Nonresident alien
Partnership	Estate or trust
Legal Services Corporation	Pharmacy (Non-Corp.)
☐ Tax-exempt	Pharmacy/Funeral Home/Cemetery (Corp.)
Corporation providing or billing	Limited Liability Company
medical and/or health care services	(select applicable tax classification)
igotimes Corporation NOT providing or billing	C = corporation
medical and/or health care services	P = partnership
Signature of Authorized Representative:	

Date: August 1, 2017

State of Illinois Chief Procurement Office General Services FORMS B Certifications and Disclosures V.15.2



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

A. EPSTEIN AND SONS INTERNATIONAL, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 14, 1984, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



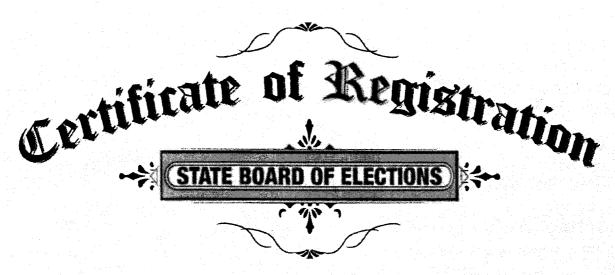
In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of FEBRUARY A.D. 2017 .

Authentication #: 1703802456 verifiable until 02/07/2018
Authenticate at: http://www.cyberdriveillinois.com

Desse White

SECRETARY OF STATE



Registration No. 11010

A. Epstein and Sons International, Inc.

600 West Fulton Chicago IL 60661

Information for this business last updated on: Thursday, July 20, 2017

Certificate produced on Thursday, July 20, 2017 at 8:36 AM





General Public Profile Users	Commodity Codes	Contacts & Owners	Comments I	Reviews	Certifications	Site Visits	Registrations	
A EPSTEIN & SONS INT'L	Unique at the real to the additional day that the end of the end o					Sys	item Vendor I	Number: 20092317

Return to Main Form

FORM NAME	A - B. Business Information & Additional Information	
DESCRIPTION	Complete section A and B, in order to submit this form.	
DATE SUBMITTED	6/15/2017	
STATUS	Accepted	
BUSINESS NAME	A EPSTEIN & SONS INT'L INC. DBA Epstein	
POINT OF CONTACT	Noel Abbott	
FLAG FORM	Add Flag	

A. Business Information		
1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	Ì
2. NAME OF CEO/BUSINESS OWNER	Michael Damore, AIA	ľ
3. ANNUAL SALES/GROSS RECEIPTS	189,000,000.00	1
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	07/15/1921) The second sec
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	l de la companya de l
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Noel Abbott	Grand Control of the
CONTACT PERSON TITLE	Vice President, Director of Marketing & Public Relations	
CONTACT PERSON PHONE	(312) 429-8048	
CONTACT PERSON EMAIL	nabbott@epsteinglobal.com	

B. Additional Information		
1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Chief Procurement Office (CPO)	(Friedland



General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits Registrations	7

A EPSTEIN & SONS INT'L INC., DBA Epstein

System Vendor Number: 20092317

Return to Main Form

C. Small Business Set-Aside Program
Complete the Small Business Set-Aside Program form
6/15/2017
Accepted
A EPSTEIN & SONS INT'L INC. DBA Epstein
Noel Abbott

C. Small Business Set-Aside Program

1. WOULD YOU LIKE TO APPLY/REQUALIFY FOR THE SMALL BUSINESS

No

M

.

SET-ASIDE PROGRAM?

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching Dle(s).

Customer Support

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General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits Registrations	1
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A EPSTEIN & SONS INT'L INC., DBA Epstein

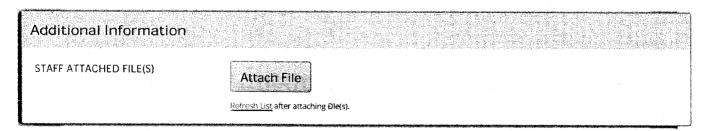
System Vendor Number: 20092317

Return to Main Form

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	6/15/2017
STATUS	Accepted
BUSINESS NAME	A EPSTEIN & SONS INT'L INC. DBA Epstein
POINT OF CONTACT	Noel Abbott
FLAG FORM	Add Flag

D. Department of Human Ri	ghts (DHR)	
HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	215	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 97876-00 2/10/2019	P

E. Authorized to do Business in Illinois 1. IS YOUR BUSINESS REGISTERED Yes, registered and in good standing with the Illinois Secretary of State AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?





General Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations	
A FPSTFIN & SONS	S INT'I IN	NC DBA Ensteil					Sve	stem Vendor I	Number 200921

Return to Main Form

F - G. Certifications & Board of Elections
Complete section F - G, in order to submit the form.
6/15/2017
Accepted
A EPSTEIN & SONS INT'L INC. DBA Epstein
Noel Abbott
Add Flag

F. Certifications	
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.	1*
Yes	
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	Pu
Yes	
3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE	ï
Yes	
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	To the second se
Yes	
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	
Yes	

COMPLETION OF THE SENTENCE FOR SUCH 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) primara			
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	TW.			
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	10			
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	general Agentamente			
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) Justinear			
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	Joseph Common Co			
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	· [m]			
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	Secretary and the secretary an			

	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	And the second
	N/A	
	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	P
	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	Tw
	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	(Annieum)
	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	[W
	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.	The state of the s
	Yes	
. more control the residence of the second	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	

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)?

M

Yes, I certify my business is registered with BOE.

11010

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching Dle(s).

Customer Support

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A EPSTEIN & SONS INT'L INC., DBA Epstein

System Vendor Number: 20092317

Return to Main Form

Vendor Registration

FORM NAME

H. Iran Disclosure

DESCRIPTION

Complete section H, in order to submit this form.

DATE SUBMITTED

6/15/2017

STATUS

Accepted

BUSINESS NAME

A EPSTEIN & SONS INT'L INC. DBA Epstein

POINT OF CONTACT

Noel Abbott

FLAG FORM

Add Flag

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?

14

No business operations to disclose.

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching Dle(s).

Customer Support

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STATE OF ILLINOIS FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22040504

Procurement/Contract #: 1-17-4304

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 #: 20092317 IPG Expiration Date: 6/15/2018

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. \boxtimes Yes \square 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. \(\bigcap \text{Yes} \infty \text{No}\)

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	
N/A	N/A	N/A	

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: N/A

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 #
Illinois Tollway	Maintenance Facilities	Current	\$7,288,013	RR-12-4079, PSB 12-05
Illinois Tollway	Maintenance Facility CM Services, M7	Current	\$297,827	RR-14-4202
Illinois Tollway	Maintenance Facility CM Services, M-6	Pending	\$152,158	RR-16-4252
Illinois Tollway	Maintenance Facilities, PSB 16-3	Pending	\$1,579,917	RR-16-4267
Illinois Tollway	JOC Program Management Support, PSB 17-2	Pending	\$80,000	RR-17-9202
Illinois Tollway	Design Upon Request PSB 17-3	Pending	\$5,000,000	I-17-4304
Illinois Tollway	Quigg Engineering – Tri- State EW Connector to Roosevelt Road	Pending	\$200,000	I-17-429 9
IDOT	D-4 Various/Various	Current	\$1,050,000	PTB 149, Item 21
IDOT	PTB 167	Current	\$2,000,000	PTB 167, Item 15
IDOT	PTB 174	Current	\$1,800,000	PTB 174, Item 1
IDOT	PTB 181	Pending	\$3,662,019	PTB 181, Item 1
Capital	Renovate Intake	Current	\$369,000	PSB 177, CDB 135-110,
Development	Building, Illinois Youth			008
Board	Center, St. Charles, IL			

6. Signature

As of the date signed below, I certify that:

State of Illinois Chief Procurement Office General Services FORMS B Certifications and Disclosures V.15.2

STATE OF ILLINOIS FORMS B CERTIFICATIONS AND DISCLOSURES

- 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: A. Epstein and Sons International, Inc.

Phone: 312-429-8272

Street Address: 600 West Fulton Street

Email: gosborne@epsteinglobal.com

City, State, Zip: Chicago, IL 60661

Vendor Contact: Greg Osborne

Signature:



Date: August 01, 2017

Printed Name: Greg Osborne

Title: Vice President/ Director of Civil Engineering

Vendor Registration: View



General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations	ĺ
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A EPSTEIN & SONS INT'L INC., DBA Epstein

System Vendor Number: 20092317

	之中,我们就是一种,我们就是一种的人,就是我们的一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,他们就是 第一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就
TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	6/15/2017
STATUS	Accepted
REVIEWER	Stephanie Hill
DATE REVIEWED	6/15/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	6/15/2018
FLAG FORM	Add Flag

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VOLLI	\mathbf{n}	•
Setti	114	-

SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED

No

REGISTERING AS A

Prime & Subcontractor

Entity Information

BUSINESS NAME

A EPSTEIN & SONS INT'L INC. DBA Epstein

CONTACT FOR THIS SUBMISSION

Noel Abbott (change contact)

PRIMARY CONTACT EMAIL

nabbott@epsteinglobal.com

PHONE

312-454-9100

FAX

312-559-1217

COMPANY EMAIL

information@epsteinglobal.com

TAX ID NUMBER

COMPANY TYPE

Corporation

ADDRESS

600 W FULTON ST (EFT) CHICAGO, IL 60661

[edit address]

Vendor Registration: View Form



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

A EPSTEIN & SONS INT'L INC., DBA Epstein

System Vendor Number: 20092317

Return to Main Form

Vendor Registration		
FORM NAME	l. Financial Disclosure & Conflicts of Interest	
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form	
DATE SUBMITTED	6/15/2017	
STATUS	Accepted	
BUSINESS NAME	A EPSTEIN & SONS INT'L INC. DBA Epstein	
POINT OF CONTACT	Noel Abbott	
FLAG FORM	Add Flag	

A. IDENTIFY THE APPLICABLE ENTITY TYPE.	
Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 10 entity type not clearly identified in another option)	00 or fewer shareholders, or othe
3. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS?	
Yes	
Document*:	Status
Parent Form Parent Financial Disclosures and Conflicts of Interest Form.pdf (PDF, 397.07 KB)	Attached by Noel Abbott on 6/15/2017
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: 1 BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20 (B) OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 (INCOME? Yes, the information is not publicly available (If any individuals are listed, answer Y	OF THE BUSINESS' DISTRIBUTIVE
BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.26 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.26 INCOME?	OF THE BUSINESS' DISTRIBUTIVE

•	1.	Transition of the state of the
	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.	Juniorana .
	Yes	
	4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.	N
	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?	The state of the s
	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?	The factor
	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)?	The second secon
	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.	P
	Not applicable - No individuals disclosed in question 1	
The second secon	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.	(prosent
	Not applicable - No individuals disclosed in question 1	
The same of the sa	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	de la companya de la

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 TO 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. 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. 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. 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.

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No

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching Dle(s).

Customer Support

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Home | Help | Print This Page | Print To PDF

ILLINOIS PROCUREMENT GATEWAY PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM

Vendor Name: A. Epstein and Sons International, Inc.

DBA: Click here to enter text.

INSTRUCTIONS:

- 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.
- 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.

Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
See attached letter from GreatBanc	See attached letter from GreatBanc	See attached letter from GreatBanc	See attached letter from GreatBanc	See attached letter from GreatBanc
	See attached letter	See attached letter See attached letter	See attached letter See attached letter See attached letter from GreatBanc	Address % of Ownership 5 value of Ownership Income See attached letter See attached letter See attached letter from GreatBanc from GreatBanc

State of Illinois Chief Procurement Office IL Procurement Gateway: Percentage of Ownership and Distributive Income Form V.15.1



April 18, 2017

Re: Stock ownership

To Whom it may contern:

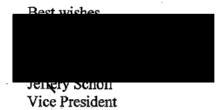
The A. Epstein and Sons International, Inc. Employees' Stock Ownership Trust (the "ESOP") holds full ownership of 100% of the shares of A. Epstein and Sons International, Inc. currently outstanding. GreatBanc Trust Company serves as trustee of the ESOP and holds ownership of the stock on behalf of the ESOP participants. The participants in the ESOP hold beneficial interests in the Trust.

GreatBanc Trust Company acts as trustee of the Trust and holds the stock on behalf of the ESOP. Otherwise, GreatBanc Trust Company, nor any of its affiliated entities, has any direct ownership of A. Epstein and Sons International, Inc. common shares.

Through the ESOP, no employees have more than 5% beneficial value. There are only three individuals that have beneficial value over \$106,447.20. They are listed with their most recent balances and beneficial ownership below:

Mike Damore (\$150,347.39)	4.46%
James Jirsa (\$151,749.25)	4.50%
Thomas Smiles (\$106,611.23)	3.16%

Separately, no individual is receiving distributive income in excess of \$106,447.20 through the ESOP. Please feel free to contact me if you have any questions.



CORPORATE HEADQUARTERS • 801 WARRENVILLE RD, SUITE 500 • LISLE, IL 60532 • TEL (888) 647-4282 • FAX (630) 810-4501 www.greatbanctrust.com

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	A. Epstein and Sons International, Inc.		
Doing Business As (DBA)	Click here to enter text.		
Disclosing Entity	A. Epstein and Sons International, Inc. Employees' Stock Ownership Trust		
Disclosing Entity's Parent Entity	Click here to enter text.		
Instrument of Ownership or Beneficial Interest	Choose an item. 🔀 If you selected Other, please describe: ESOP Trust		

STEP 1 SUPPORTING DOCUMENTATION SUBMITTAL

SUPPORTING DUCTOMENTATION SUBMITTALE
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.

State of Illinois Chief Procurement Office
IL Procurement Gateway: Financial Disclosures and Conflicts of Interest Form for Parent Entity V.14.1

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.

TABLE – X					
Name	Address	Percentage of Ownership	\$ Value of Ownership		
James Jirsa	600 West Fulton Street, Chicago, IL 60661	4.50	\$151,749.25		
Michael Damore	600 West Fulton Street, Chicago, IL 60661	4.46	\$150,347.39		
Thomas Smiles	600 West Fulton Street, Chicago, IL 60661	3.16	\$106,611.23		
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.

TABLE - Y					
Name	Address	% of Distributive Income	\$ Value of Distributive Income		
N/A	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.					

Please	certify that the following statements are tru	ue.	
	I have disclosed all individuals or entities \$106,447.20.	that hold an ownership interest of greater than 5%	or greater than
	∑ Yes ☐ No		
		that were entitled to receive distributive income in an e total distributive income of the disclosing entity.	amount greater
	Yes No		
OPTIC	ON 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	t if necessary.
TAI	BLE – Z		
Nar	ne	Address	······
Clic	k here to enter text.	Click here to enter text.	
***********	k here to enter text.	Click here to enter text.	·
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		GIGG REFE CO CITE COX.	
	PROHIBITE	STEP 3 CONFLICTS OF INTEREST	
		ed in Step 2, Option A and for sole proprietors identifie	
		erson for which responses are provided: James Jirsa, I	Michael Damore
& Tho	mas Smiles		
1.	Do you hold or are you the spouse or mine Illinois or hold a seat in the General Assem	or child who holds an elective office in the State of holy?	Yes 🔀 No
2.		en appointed to or employed in any offices or compensation for such employment in excess of vernor?	☐ Yes ⊠ No
3.	Are you or are you the spouse or minor ch Development Board or the Illinois Toll Hig	nild of an officer or employee of the Capital hway Authority?	☐ Yes ⊠ No

State of Illinois Chief Procurement Office IL Procurement Gateway: Financial Disclosures and Conflicts of Interest Form for Parent Entity V.14.1

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
Þ€	STEP 4 OTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELAT	IONSHIPS
6 abov		
riease	provide the name of the person for which responses are provided: James Jirsa, Michael Damore 8	& Inomas Smiles
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

State of Illinois Chief Procurement Office
IL Procurement Gateway: Financial Disclosures and Conflicts of Interest Form for Parent Entity
V.14.1

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77 E		
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
	, cacrar board of Elections.	
	TO THE PROPERTY OF THE PROPER	

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.

Click here to enter text.

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.

Please provide the name of the person or entity for which responses are provided: James Jirsa, Michael Damore & Thomas Smiles and A. Epstein and Sons International, Inc. Employees' Stock Ownership Trust

1.	Within the previous ten years, have you had debarment from contracting governmental entity?	g with any 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

State of Illinois Chief Procurement Office IL Procurement Gateway: Financial Disclosures and Conflicts of Interest Form for Parent Entity V.14.1

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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
	answered "Yes", please provide a detailed explanation that includes, but is not limited to the name versity, and position title of each individual. Click here to enter text.	e, State agency
	514.7	

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: A. Epstein and Sons International, Inc. Employees' Stock Ownership Trust

Signature: Date: July 15, 2017

Printed Name: Noel Abbott

Title: Vice President, Director of Marketing & Public Relations

Phone Number: (312) 429-8048

Email Address: nabbott@epsteinglobal.com



CERTIFICATE OF LIABILITY INSURANCE

8/3/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Dawn.Heibel@alliant.com	
Mesirow Insurance Services, Inc. 353 N. Clark St 11th fl Chicago, IL 60654	PHONE (A/G, No, Ext): (312) 595-6200 FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Insurance Company	35289
INSURED	INSURER B : Continental Casualty Company	20443
A. Epstein and Sons International, Inc. dba Epstein	INSURER C:	
600 West Fulton Street	INSURER D:	
Chicago, IL 60661	INSURER E :	
	INSURER F :	
OCCUPATION OF THE PROPERTY OF	DEVICION NUMBER: 1	

CO	VERAGES	CEF	RTIFICATE NUM	MBER:			REVISION NUMBER:	1		
TI	IS IS TO C	ERTIFY THAT THE POLICI	IES OF INSURAN	ICE LISTED BELOW HAVE	BEEN ISSUED	TO THE INSUF	RED NAMED ABOVE FOR	THE	POLICY F	PERIOD
IN	DICATED.	NOTWITHSTANDING ANY F	REQUIREMENT. 7	TERM OR CONDITION OF	ANY CONTRA	CT OR OTHER	R DOCUMENT WITH RES	PEC.	r to whic	CH THIS
C	ERTIFICATE	MAY BE ISSUED OR MAY	PERTAIN, THE	INSURANCE AFFORDED E	Y THE POLIC	IES DESCRIB	ED HEREIN IS SUBJECT	гто	ALL THE T	ERMS,
E	XCLUSIONS A	AND CONDITIONS OF SUCH	POLICIES. LIMIT	S SHOWN MAY HAVE BEEN	REDUCED BY	PAID CLAIMS.				
INSR LTR	Т	YPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LII	MITS		
Α		RCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$		1,000,0

LTR	TYPE OF INSURANCE	INSD V		UMBER (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	s
A	X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	s 1,000,000
	CLAIMS-MADE X OCCUR	X	6023981464	02/01/2017	02/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
		İ				PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	s 1,000,000
В	X ANY AUTO	Х	6023981478	02/01/2017	02/01/2018	BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS	ļ				PROPERTY DAMAGE (Per accident)	\$
							\$
	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$ 9,000,000
A	EXCESS LIAB CLAIMS-MADE		6023981495	02/01/2017	02/01/2018	AGGREGATE	\$ 9,000,000
	DED X RETENTIONS 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER OTH-	
В	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	6023981481	02/01/2017	02/01/2018	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)	NIA				E.L. DISEASE - EA EMPLOYEE	s 1,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
В	Professional Liab.		AEH591871681	02/01/2017	02/01/2018	Per Claim/Aggregate:	5,000,00
1		- 1			1	I .	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: EPN I-17-4304 / Tri-State Tollway Design Upon Request..

The Illinois State Toll Highway Authority are included as Additional Insured(s) on the General Liability and Automobile policies on a primary and non-contributory basis, if required by written contract with a named insured

CERT	FICATE	HOLDER

CANCELLATION

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

AUTHODIZED REDRESENTATIVE

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CNA PARAMOUNT

Additional Insured - Owners, Lessees or Contractors -Scheduled Person or Órganization Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

	EDULE
Name Of Additional Insured Person(s) Or Organization	s)
ILLINOIS STATE TOLL HIGHWAY AUTHORITY	
	1
	-
Location(s) Of Covered Operations	
(CONTRACT NUMBER EPN I-17-4304 I TRI-STAT	PE TOLLWAY DESIGN.)
CONTRACT NOTION BIN I II 7007 I INI DIN	,
· · · · · · · · · · · · · · · · · · ·	

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

It is understood and agreed as follows:

CG 20 10 (04-13)

Page 1 of 2

CONTINENTAL CASUALTY COMPANY

Insured Name: A. EPSTEIN AND SONS INTERNATIONAL, INC.

Copyright Insurance Services Office, Inc., 2012

6023981464

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Policy No:

Endorsement No:

Effective Date: 08/04/2017

EXHIBIT "1"







CNA PARAMOUNT

Additional Insured - Owners, Lessees or Contractors -Scheduled Person or Organization Endorsement

- A. Section II Who is An insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; 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.

CG 20 10 (04-13)

Page 2 of 2

CONTINENTAL CASUALTY COMPANY

Insured Name: A. EPSTEIN AND SONS INTERNATIONAL, INC.

Copyright Insurance Services Office, Inc., 2012

Policy No: 6023981464

Endorsement No:

31

Effective Date: 08/04/2017

EXHIBIT "1"

10020007860239814785622



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILTY COVERAGE

A. Who Is An Insured

The following is added to Section II, Paragraph A.1., Who Is An Insured:

- a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
- Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
- 3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- 4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

- 1. Which are no longer in force; or
- 2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

- 1. In a.(2), the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
- 2. In a.(4), the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III. Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to Section III, Paragraph A.4.

- c. We will pay up to \$500 for loss to Personal Property which is:
 - (1) Owned by an "insured"; and

SCA 23 500D (Ed. 10/11) Copyright, CNA Corporation, 2000.

Page 1 of 3

Contract Information Sheet

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

Consultant Name:	A. Epstein and Sons International, Inc.
Contract Number:	I-17-4304
Proposal Date:	9/5/2017
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:

1-17-4304

Consultant:

A. Epstein and Sons International, Inc.

									Gra	and Total	Grand Total Exhibit A Hours	A Hours	20,400
													TOTAL
					MO	MONTHS of YEAR 2017	YEAR 20	117					HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Reguest						·					200	200	1000
										-	***************************************		

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TOTALS											200	200	1000

Contract Number:

1-17-4304

Consultant:

A. Epstein and Sons International, Inc.

									)				
					Q <b>∑</b>	MONTHS of YEAR 2018	YEAR 20	18					TOTAL
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Hoon Reguest	500	500	500	500	500	500	500	500	500	500	500	500	0009
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	***************************************				-		***************************************						
TOTALS	500	200	500	200	500	200	200	200	200	200	200	200	9009

Contract Number:

1-17-4304

Consultant:

A. Epstein and Sons International, Inc.

					OM	MONTHS of YEAR 2019	YEAR 20	19					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Request	500	500	500	500	500	500	500	500	500	500	200	300	5800
								***************************************	***************************************				
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TOTALS	500	500	200	200	500	200	500	500	500	500	200	300	2800

Contract Number: 1-17-4304

Consultant:

A. Epstein and Sons International, Inc.

					3				2				
					<b>№</b>	NTHS of	MONTHS of YEAR 2020	)20					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Reguest	300	300	300	300	300	300	300	300	008	300	300	300	3600
										-			
	***************************************												
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	-		-	***************************************	***************************************					-		-	
TOTALS	300	300	300	300	300	300	300	300	300	300	300	300	3600

Contract Number: 1-17-4304

Consultant:

A. Epstein and Sons International, Inc.

							NOW!		2				
					MO	MONTHS of YEAR 2021	YEAR 20	)21					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	unf	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Reguest	300	300	300	300	300	300	300	300	300	100	100	100	3000
		-											
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	_	***************************************	***************************************										
TOTALS	300	300	300	300	300	300	300	300	300	100	100	100	3000

<b>04</b>	
ir: 1-17-430	
<b>Sontract Numbe</b>	
_	

Consultant:

A. Epstein and Sons International, Inc.

					3				2				
					MO	MONTHS of YEAR 2022	YEAR 20	)22					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Decima Hann Beauset	100	100	100	100	100	100	400	100	100	100			1000
Design opon reducer	8	2	2	3	2	2	2	3	2	8	***************************************		200
		**************************************											
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TOTALS	100	100	100	100	100	100	100	100	100	100			1000
		25		200	200	201	22.	201	25	3			

Contract No.: 1-17-4304 (	Consultant:	A. Epstein and Sor	s Internat	ional, Inc.
EXHIBIT	B: FEE CALCUL	<u>ATIONS</u>		
A. DIRECT LABOR (without overtime)				
(Total Work Hours	\$ 42.86 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SAI	_ARY_\$	874,344.00
Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 o	r 2.8 _. CM) (2.5 PMO)		\$000000###############################	2.80
DIRECT RE	GULAR SALARY	TIMES MULTIPLIE	R <u>\$</u>	2,448,163.20
(For Prime Consultant listed above.)  C. SERVICES BY OTHERS		TOTAL DIRECT CO	ests	\$92,597.20
C. SERVICES BY OTHERS  Total Allowable Fee DBE/MBE/WBE Sub	oconsultant (from Exhi	ibit H) \$ 1,859,020	5. <b>4</b> 0	
Total Allowable Fee Non-DBE/MBE/WBE Subconsu	ultant (from Exhibit H (	cont)) \$ 600,21	3.20	
		TOTAL SERVICES BY OTH	ERS <u>\$</u>	2,459,239.60
D. ADDITIONAL SERVICES (Prime Consultant)	(Require	es prior authorization before	use)	
ADDITIONAL SERVICES (Subconsultants)	(Require	es prior authorization before	use)	
		TOTAL ADDITIONAL SERVI		<u> </u>
E. MAXIMUM ALLOWABLE FEE (Upper Limit of	f Compensation)		\$	5,000,000.00

H-17-1	-17-4304 9/5/2017	Consultant:	.: A. Epstein and Sons International, Inc.	s International, Inc.
	EXHIBIT C-1: P.	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	SCALATION TABLE	
	CONTRACT TERM: SCHEDULED START DATE: DAISE DATE:	11/1/2017	No. OF MONTHS	
	PERCENT OF RAISE:	%0		
	ESCALA.	ESCALATION PER YEAR Year 1 through 5	hrough 5	
	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021
	Date Date 12.0 60.0	Date Date 12.0 60.0	Date Date 12.0 60.0	Date Date 12.0 60.0
	20.00% Escalation Factor Second Period	20.00% Escalation Factor Third Period	20.00% Escalation Factor Fourth Period	20.00% Escalation Factor Fifth Period
	ESCALAT	ESCALATION PER YEAR Year 6 through 10	ırough 10	
	- Date Date	Date Date	Date Date	Date Date
	0.09	60.0	0.09	60.0
	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period
ā	The escalation factor for this project is:	100.00%		

Contract No.:

Consultant:

A. Epstein and Sons International, Inc.

9/5/2017

Date:

_____

Escalation Factor: 100.00%

	COST	20.00	\$15.21	\$304.20	Estimated Overtime Hours (Overtime	Hours Only) (See Note D to Right)	***************************************	***************************************					***************************************		10.00				10.00
	DIRECT COST OVERTIME PREMIUM	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:	Escalated Average Premium Overtime	Hourly Rate (See Note C to Right)									15.67				14.75
(From Exhibit C-1)		20,400.00	\$42.86	\$874,344.00	Estimated	Work Hours (Including Overtime)	700.00	2,800.00	700.00		5,800.00	5,800.00	200.00	700.00	2,900.00	400.00			400.00
	RATES	Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor	Escalated Average Hourly Rate for	Class (See	\$70.00	\$61.74	\$52.11		\$45.16	\$32.06	\$41.25	\$53.33	\$31.33	\$49.73			\$29.50
	HOURS AND				Average Hourly Rate for	ation e A to t)	\$70.00	\$61.74	\$52.11		\$45.16	\$32.06	\$41.25	\$53.33	\$31.33	\$49.73			\$29.50
	TION MAN-F				Tollway	Hourly Rate for Classification	\$70.00	\$70.00	\$70.00	\$70.00	\$60.00	\$40.00	\$60.00	\$60.00	\$50.00	\$70.00	\$70.00	\$20.00	\$40.00
	CLASSIFICA				Tollway	Hourly Rate for Classification	\$50.00	\$40.00	\$40.00	\$40.00	\$25.00	\$20.00	\$20.00	\$25.00	\$15.00	\$30.00	\$20.00	\$8.25	\$8.25
	EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES					Tollway Classification	Principal	Project Manager	Senior Engineer/Planner	Resident Engineer	Project Engineer/Planner	Staff Engineer/Planner	Engineer /Accountant	Senior Technical Specialist	Technical Specialist	Architect	Realty Specialists	Intern	Admin/Clerical
					2019	Classification Eligible for Premium Overtime?	No	No	No	No	No	No	No	No	Yes	Ŷ X <b>!</b>	°N HB	No	. yes

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1-17-4304

Consultant: A. Epstein and Sons International, Inc.

Date:

9/5/2017

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

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Smiles, Thomas	\$50 - \$70
· · · · · · · · · · · · · · · · · · ·	Principal	Buescher, Lawrence	
Project Manager	Senior Project Manager	Osborne, Gregory	\$40 - \$70
	Senior Project Manager	Iniguez, Victor	
	Senior Project Manager	Pelletier, Theresa	
	Senior Project Manager	Gall, Timothy	
	Senior Project Engineer / Architect	Karlovitz, John	
	Senior Project Manager	Hilty, David	
	Project Manager	Dennis, Bradley	
	Senior Project Manager	Chandler, Jason	
Senior Engineer/Planner	Project Manager	Romano, Joseph	\$40 - \$70
	Project Manager	Robertson, John	
	Senior Project Manager	Christensen, Kevin	
	Senior Project Manager	Suarez, Thomas	
	Senior Project Manager	Weng, Yan	
	Senior Project Manager	White, Stuart	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Senior Design Engineer / Architect	Rose, Jeremy	\$25 - \$60
	Senior Design Engineer / Architect	Levin, Dina	
	Project Engineer / Architect	Varma, Raveesh	
	Project Engineer / Architect	Barenbaum, Martin	
	Senior Design Engineer / Architect	Bouley, Joseph	
	Design Engineer / Architect	Effinger, Jacob	
	Project Engineer / Architect	Lezcano, Ryan	
	Project Engineer / Architect	Reber, Benjamin	
Staff Engineer/Planner	Design Engineer / Architect	DeBose, Deion	\$20 - \$40
	Design Engineer / Architect	Ahmad, Hedaia	
	Design Engineer / Architect	Alcock, Patrick	
	Design Engineer / Architect	Ernst, William	
	Design Engineer / Architect	Finkelstein, Sheya	
	Design Engineer / Architect	Hartig, Bradley	
	Design Engineer / Architect	Katz, Evan	
	Design Engineer / Architect	Miller, Sean	
	Senior Design Engineer / Architect	Pajerska, Renata	
	Senior Design Engineer / Architect	Scales, Jonathan	
	Design Engineer / Architect	Stephens, Kevin	
	Senior Design Engineer / Architect	Suero, Maxie	
	Senior Design Engineer / Architect	Valente, Paul	
Engineer /Accountant	Assistant Project Manager	Hogge, Tony	\$20 - \$60

Rev. 6/2016

Version 15

Contract No.:	I-17-4304	Consulta	tant:	A. Epstein and Sons International, Inc.
			_	

Date: 9/5/2017

#### **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
Senior Technical Specialist	Senior Estimator	Barrins, Joseph	\$25 - \$60
Technical Specialist	CADD Coordinator	Reilly, Donald	\$15 - \$50
Architect	Senior Project Engineer / Architect	Buck, Eric	\$30 - \$70
· · · · · · · · · · · · · · · · · · ·	Specifier	Gibson, Melissa	
	Senior Project Engineer / Architect	Kanoski, Linda	
	Senior Project Engineer / Architect	Pociask, Thomas	
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Senior Administrative Assistant	Dadabo-Sells, Judith	\$8.25 - \$40
	Senior Administrative Assistant	Knight, Virginia	
	Senior Administrative Assistant	Pollard, Gail	
	Senior Administrative Assistant	Williams, Tamie	

Contract No.:	I-17-4304	Consultant:	A. Epstein and Sons II	nternational,
Jonitiaet 140	1-17-4304	Oonsultant.	mo.	
		EXHIBIT D		
	REIMBURSABLE DI	RECT COSTS - WORKS	HEET ESTIMATES	
Α.	VEHICLE REIMBURSEMENT - rate based on link below http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx			
В.	ALLOWABLE DIRECT COST http://www.illinoistollway.com/ OLLWAY XX ALLOWABLE	documents/10157/2389762		
C.	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, from the Chief Engineer pri	written permission must	be received	
	DIRECT COST CATEGORY			
	None	riiin asammaa aana aana aana aana aana aana		
		PORTOR CONTROL -		
		SM(1)444		
	euroneessakkon suotaksen tämessä kantanan vaitaan vaitaan vaita kannon vaitaan vaitaan vaitaan ken vuon.			
	A-4			
		NO Michigan en		
	TOTAL DIRECT (	COSTS (Vahicles Allowsh	le and Itemized)	92 293 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
   <a href="http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx">http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx</a>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

#### **ALLOWABLE DIRECT COSTS**

#### **Construction Inspection**

#### **Construction Inspection Communications:**

Cell PhonesUnallowableRadio CommunicationActual Cost2-way RadioActual Cost

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

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential Actual Cost based on firm policy

#### **NOTES:**

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

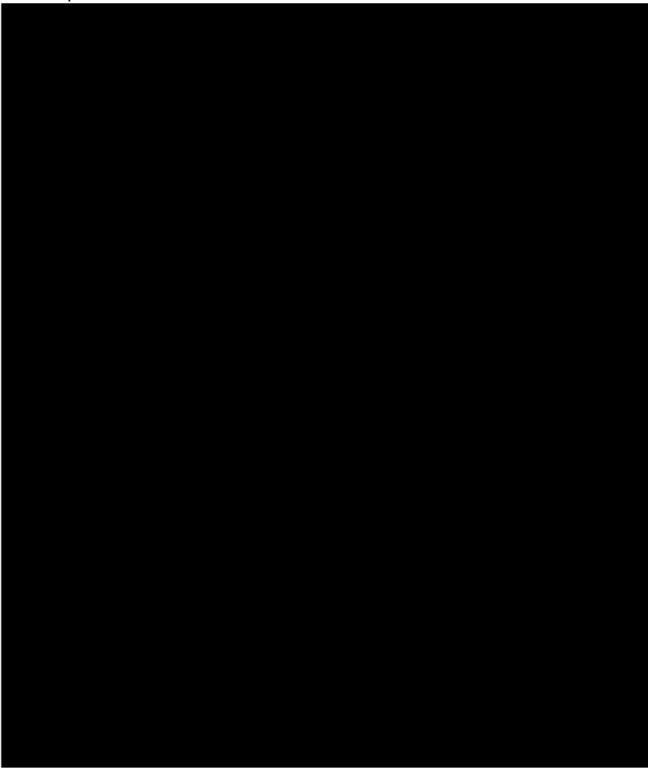
^{**}Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

Contract No.:	I-17-4304	_ Consultant: _	A. Epstein and Sons International, Inc.			
EXHIBIT E - KEY PROJECT PERSONNEL						
Project Principal:		Smiles, Thomas				
Project Manager:		Osborne, Gregory				
Project Engineer:		Iniguez, Victor				
Resident Engineer:		N/A				
Documentation Engineer:		N/A				
Project Civil Engineer:		Karlovitz, John				
Project Structural Engineer:		Gall, Timothy				
Project Drainage Engineer:		Hilty, David				
Senior Engineer:		WW/IIIAA A WAAAAAAAAAAAAAAAAAAAAAAAAAAAA				
Others:	Name:					
	Classification:					
	Name:					
	Classification:					
	Name:					
	Classification:	-				
	Name:					
	Classification:					



### Thomas Smiles, P.E.

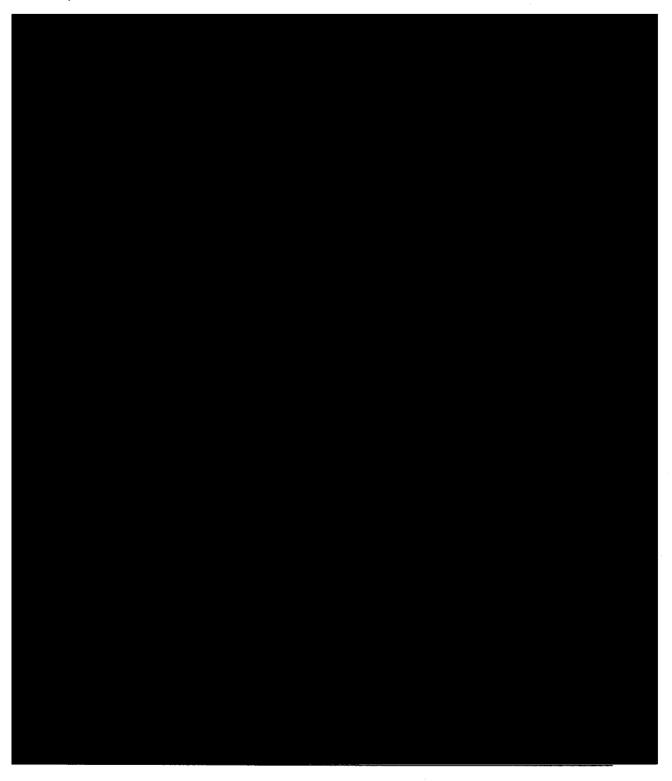
Principal





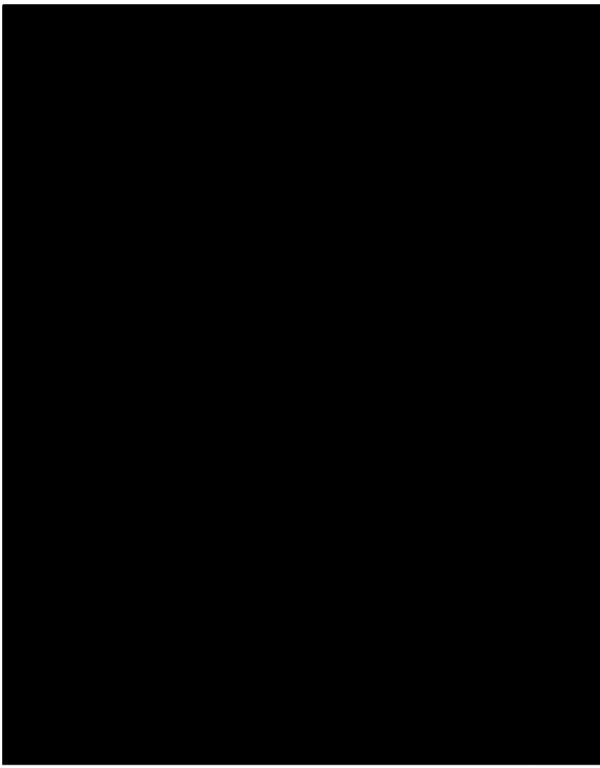
### Thomas Smiles, P.E.

Principal



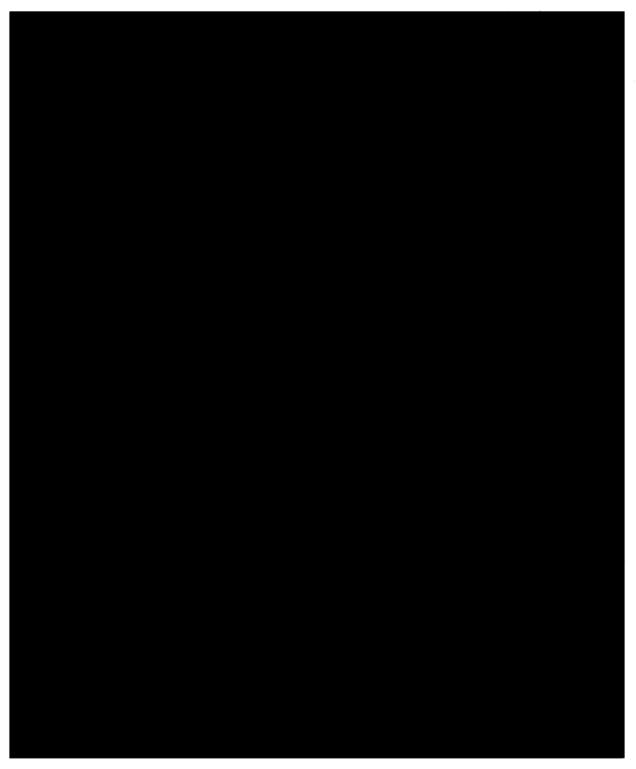


## Gregory Osborne, P.E., LEED AP Project Manager



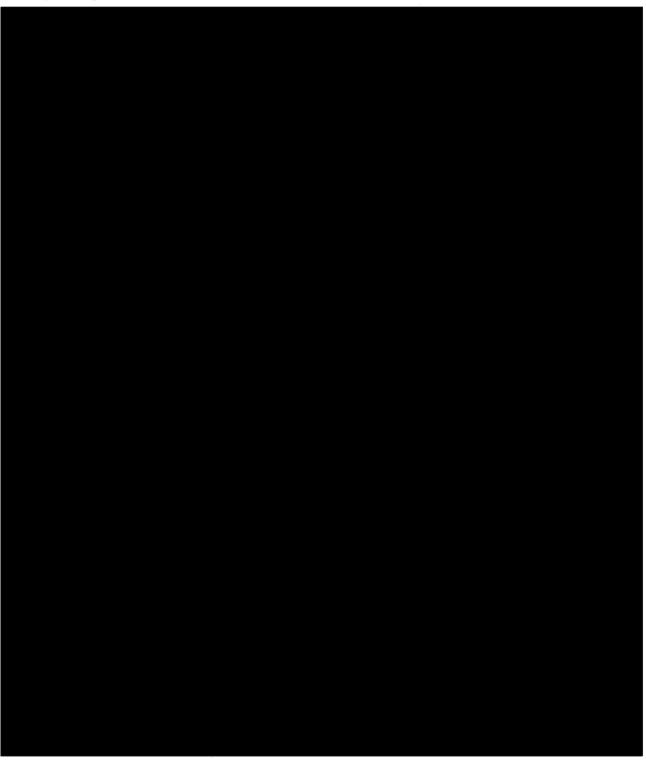


## Gregory Osborne, P.E., LEED AP



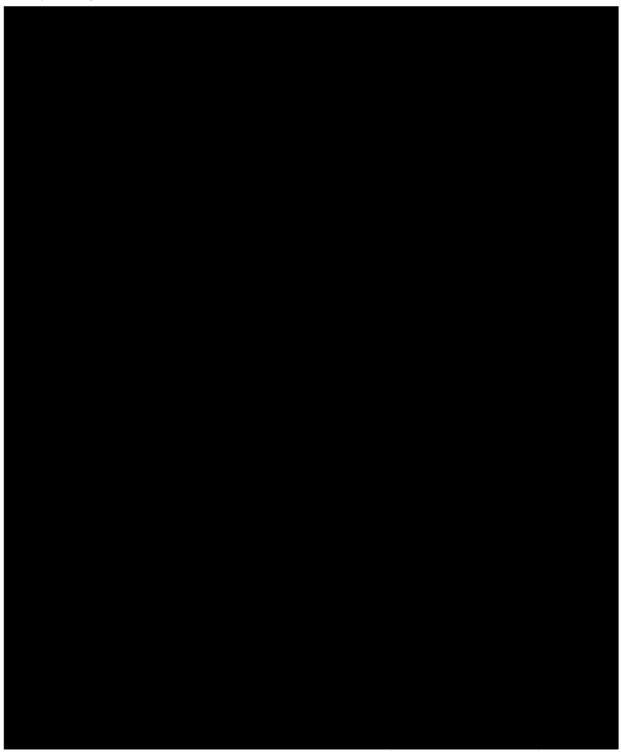


### Victor Iniguez, PE Project Engineer



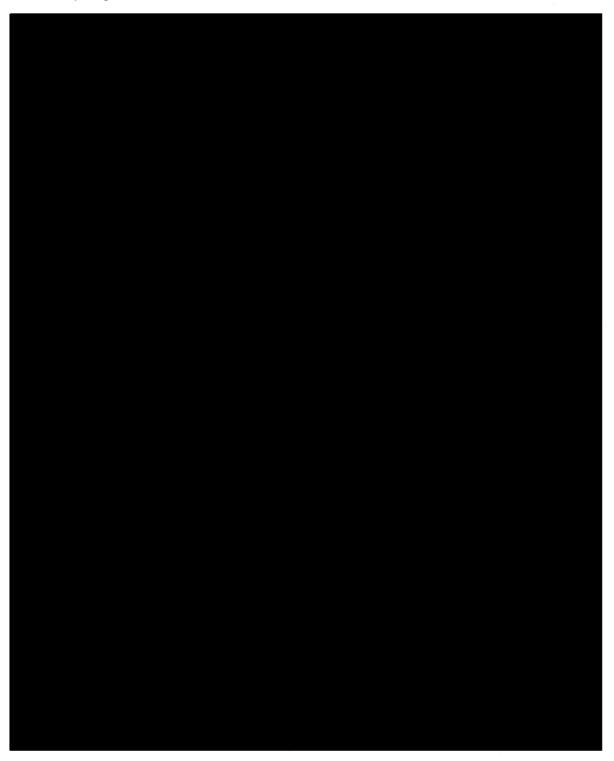


### Victor Iniguez, PE Project Engineer



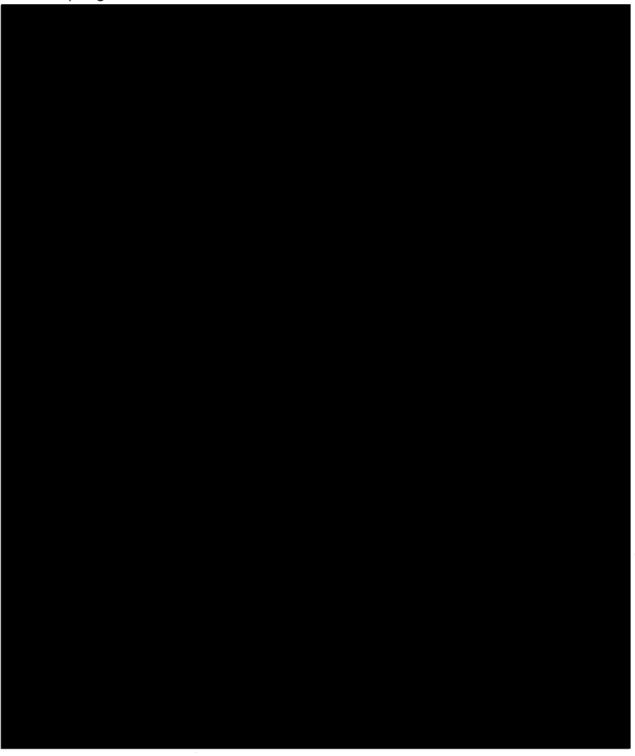


### John Karlovitz, P.E. Roadway Engineer



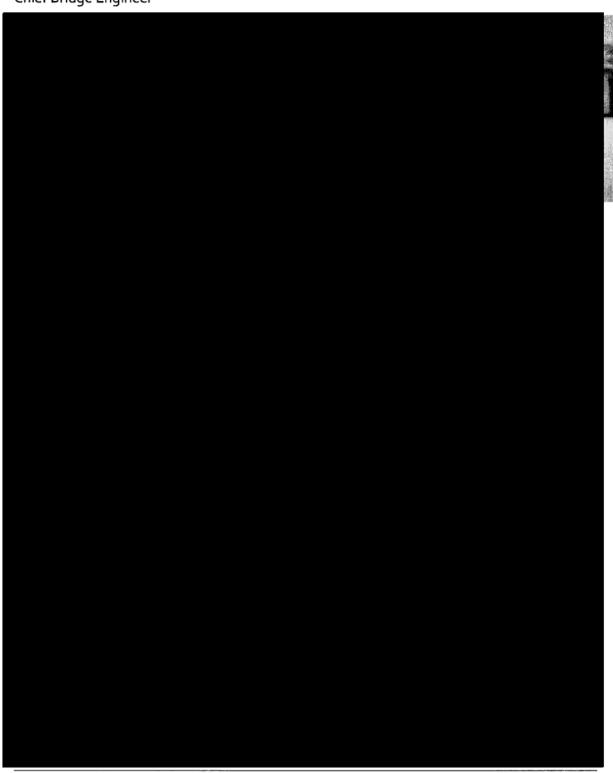


## John Karlovitz, P.E. Roadway Engineer

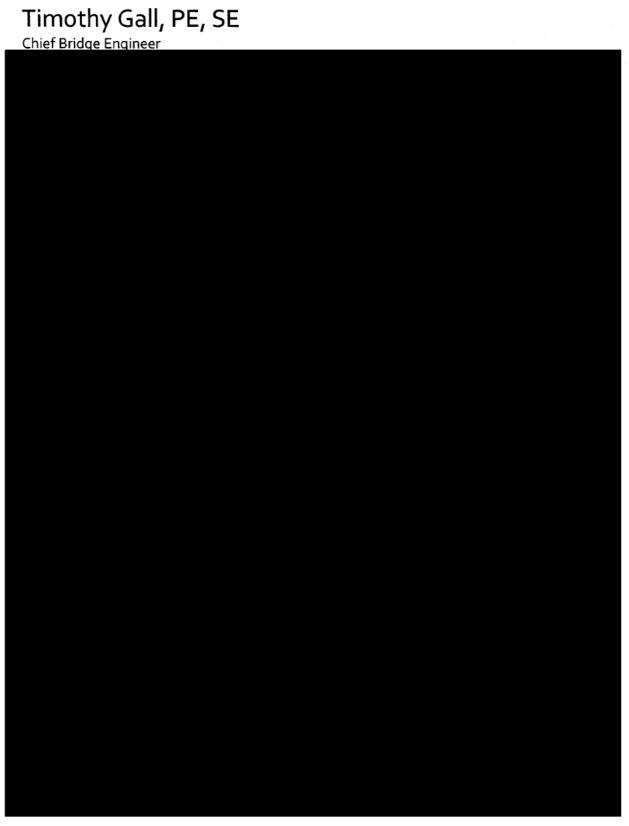




### Timothy Gall, PE, SE Chief Bridge Engineer

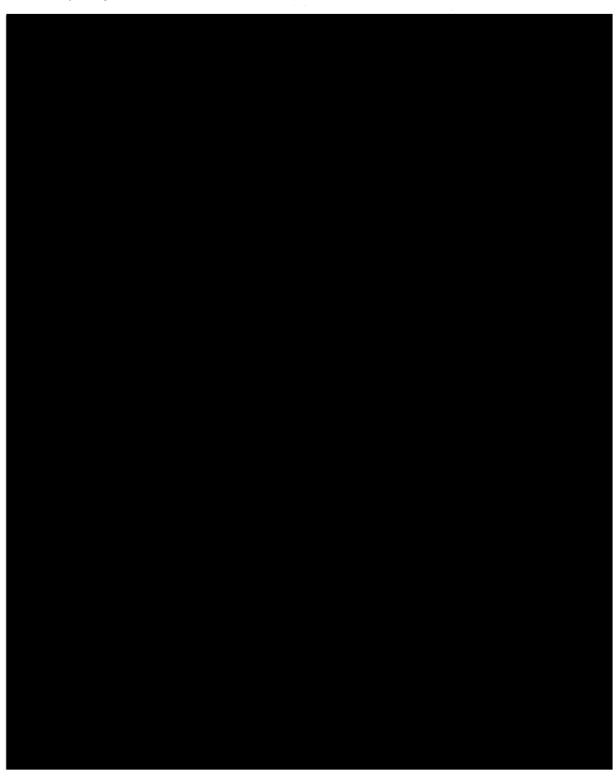








## David Hilty, P.E., LEED BD+C Drainage Engineer





### David Hilty, P.E., LEED BD+C

Drainage Engineer



#### **Exhibit F**

#### I-17-4304

#### A. Epstein and Sons International, Inc.

#### **Scope of Services**

This project is to prepare Phase II engineering services for the preparation of contract plans, engineering studies and other technical services for projects on the Illinois Tollway.

Typical tasks may include, but not be limited to:

- 1. Bridge Improvements over I-294.
- 2. Residential and Commercial Demolition contracts.
- 3. On call and as-needed work related on the Tollway system.

The following structures are included in this project:

- Bridge 263: Pedestrian Crossing: one crossroad structure
- Bridge 249: Plainfield Road: one crossroad structure

#### **EXHIBIT G**

#### Contract No. I-17-4304

#### A. Epstein and Sons International, Inc.

#### **CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
12-4079D	Maintenance Facilities, Systemwide	\$7,288,013.00	\$589,582.52	3/1/2019
14-4202CM	Ardmore - M-7 CA	\$299,960.48	\$152,158.30	12/31/2018
16-4252CM	ESI - M-6 CA	\$299,994.85	\$297,827.04	12/31/2018
16-4267D	EDI - Maintenance Facilities, Site Design	\$1,579,917.00	\$1,579,917.00	7/1/2020
17-9202CM	ESG - JOC Program Management Support	\$80,000.00	\$80,000.00	7/1/2022
17-4304D	Design Upon Request	\$5,000,000.00	\$5,000,000.00	10/1/2022
17-4299D	Quigg Engineerng - Tri-State EW Connector to Roosevelt Road	\$200,000.00	\$200,000.00	11/1/2022

Contract No.:	I-17-4304	Consultant:	A. Epstein and Sons International, Inc.
Outilact No	1-17-4304	Consultant.	A. Epstein and Sons international, inc.

#### **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	Atlas Engineering Group				6	SE3, LLC			
	Direct Labor	\$ 588,156.80				Direct Labor	\$ 386,811.88		
	Direct Costs	\$ 12,000.00	_			Direct Costs	\$ 13,188.12		
	Services by Others	·····	_			Services by Others	\$ -		
	Additional Services **					Additional Services **	\$		
	Total this Subconsultant (ULC)		\$	600,156.80		Total this Subconsultant (ULC)		\$	400,000.00
2	d'Escoto, Inc.				7				
	Direct Labor	\$ 208,409.60				Direct Labor			
	Direct Costs	\$ 460.00	_			Direct Costs			
	Services by Others		-			Services by Others	\$ -		
	Additional Services **		_			Additional Services **	\$ -		
	Total this Subconsultant (ULC)		\$	208,869.60		Total this Subconsultant (ULC)		\$	-
3	GSG Consultants, Inc.				8				
	Direct Labor	\$ 158,244.80				Direct Labor			
	Direct Costs	\$ 91,755.20				Direct Costs	\$ -		
	Services by Others	\$ -				Services by Others	\$ -		
	Additional Services **	\$ -	_			Additional Services **	\$		
	Total this Subconsultant (ULC)		\$	250,000.00		Total this Subconsultant (ULC)	,	\$	-
4	Jones Moore Construction & Consulting	g, LLC			9				
	Direct Labor	\$ 199,790.64	-			Direct Labor			
	Direct Costs	\$ 209.36				Direct Costs	\$ -		
	Services by Others	\$ -	_			Services by Others	\$ -		
	Additional Services **	\$ -	_			Additional Services **	\$ -		
	Total this Subconsultant (ULC)		\$	200,000.00		Total this Subconsultant (ULC)		\$	
5	Peralte-Clark, LLC				10				
J	Direct Labor	\$ 195,332.48	-		10	Direct Labor			
	Direct Costs	\$ 4,667.52	-				Φ		
	Services by Others	\$ 4,007.32	-			Direct Costs Services by Others	\$ - \$ -		
	Additional Services **	\$ -	-			Additional Services **	\$ -		
	Total this Subconsultant (ULC)	<del></del>	- \$	200,000.00		Total this Subconsultant (ULC)	<u>Ψ</u> -	\$	_
	. San till Substitutit (SEO)		Ψ	200,000.00		rotal una oubconsultant (OLC)		Ψ	

Additional services funds require prior authorization before use	TOTAL DBE/MBE/VVBE Subconsultants: \$	1,859,026.40
	TOTAL Additional Services DBE/MBE/WBE Subconsultants: _\$	<u>-</u>
	TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$	1.859.026.40

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 37.18%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 37.18%

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A. Epstein and Sons International, Inc.

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

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

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

1	Bowman Consulting Group		-		6				
	Direct Labor	\$ 149,597.73	_			Direct Labor			
	Direct Costs	\$ 402.27	-			Direct Costs	\$ -		
	Services by Others					Services by Others	\$ -	-	
	Additional Services **		-			Additional Services **	\$ -		
	Total this Subconsultant (ULC)		_\$	150,000.00		Total this Subconsultant (ULC)		\$	<u> </u>
2	Mott MacDonald, LLC				7				
-	Direct Labor	\$ 299,637.74	<b></b>		•	Direct Labor	\$ -		
	Direct Costs	\$ 362.26	_			Direct Costs	\$ -	•	
	Services by Others		••			Services by Others	\$ -	•	
	Additional Services **		<b></b>			Additional Services **	\$ -		
	Total this Subconsultant (ULC)		- _\$	300,000.00		Total this Subconsultant (ULC)	·	\$	<u> </u>
_	04								
3	Orion Engineers, LLC	¢ 140.712.20	-		8	Disease I also	¢	-	
	Direct Labor	\$ 149,713.20 \$ 500.00	-			Direct Labor	\$ -	•	
	Direct Costs		•••			Direct Costs			
	Services by Others	<u>\$</u>	***			Services by Others	<u>\$</u>	~	
	Additional Services **	\$	-			Additional Services **	\$	-	
	Total this Subconsultant (ULC)		_\$	150,213.20		Total this Subconsultant (ULC)		_\$	
4		-			9			<b></b>	
	Direct Labor	\$ -	_			Direct Labor	\$ -		
	Direct Costs	\$ -	•••			Direct Costs	\$ -	•	
	Services by Others	\$ -				Services by Others	\$ -		
	Additional Services **	\$ -	_			Additional Services **	<u> </u>	-	
	Total this Subconsultant (ULC)		\$	<u>-</u>		Total this Subconsultant (ULC)		_\$	
5					10				
•	Direct Labor	\$ -				Direct Labor	\$ -	-	
	Direct Costs	\$ -	•••			Direct Costs	\$ -		
	Services by Others	\$ -	•••			Services by Others	\$ -	-	
	Additional Services **	\$ -				Additional Services **	\$ -		
	Total this Subconsultant (ULC)	· <del>*</del>	- \$	_		Total this Subconsultant (ULC)	- <del></del>	- \$	_
	Total tille Subconsultant (UEC)		_Ψ	<del>-</del>		rotal tills subconsultant (ULC)		<u> </u>	

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

TOTAL	Non-DBE/MBE/WBE	Subconsultants:	\$ 600.213.20

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 600,213.20

#### **Contract Information Sheet**

Consultant Name:

Atlas Engineering Group, Ltd.

Contract Number:

I-17-4304

Proposal Date:

9/5/2017

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: 1-17-4304

Consultant:

Atlas Engineering Group, Ltd.

									Gra	ind Total	<b>Grand Total Exhibit A Hours</b>	A Hours	4,960
						į							TOTAL
1		1			<b>2</b>	NI HS OF	MONIHS of YEAR 2017	) Lo		[		2	HOURS
	Jan	Ρeb	Mar	Apr	May	nnc	Inc	Aug	dec	50	AON	Dec	
											210	210	420
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	-												
											212	212	424

Contract Number: 1-17-4304

Consultant:

Atlas Engineering Group, Ltd.

									2				
				: :	O₩	MONTHS of YEAR 2018	YEAR 20	18					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
tooing G north majord	210	240	210	240	240	210	210	210	210	140	140	140	2310
Admin	2.2	2 2	2 2	2 2	2	2	2 2	2	2	2	2	2	24
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IOIALS	717	717	717	717	717	717	717	717	717	147	147	74.	4007

1-17-430	
Number:	
Contract	

Atlas Engineering Group, Ltd.

				EXHIE	SI A: ES	EXHIBITA: ESTIMATED LASK WORK HOURS	IASK	NOKY I	OUKS				
_					<b>⊙</b>	MONTHS of YEAR 2019	YEAR 20	919					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Request	140	140	140	140	140	140	140	140	140	40	40	40	1380
Admin	2	2	2	2	2	2	2	2	2	2	***************************************	2	24
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TOTALS	142	142	142	142	142	142	142	142	142	45	42	42	1404

1-17-4304
Contract Number:

Atlas Engineering Group, Ltd.

				=======================================									
					<b>⊗</b> 	MONTHS of YEAR 2020	YEAR 20	)20				-	TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Reguest	40	40		40	40	40	40	40	40	20	20	20	420
Admin	2	***************************************	2	2	2	2	2	2	2	2			
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TOTALS	42	42	42	42	42	42	42	42	42	22	22	22	444

1-17-4304	
Contract Number:	

Atlas Engineering Group, Ltd.

					<b>₩</b>	MONTHS of YEAR 2021	YEAR 20	021					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Reguest	20	20		20	20	20	20	20	20	10	10	10	210
Admin	2		2	2	2	2	2	***************************************	2			2	24
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									***************************************	***************************************	***************************************	***************************************	
				1									-
TOTALS	22	22	22	22	22	22	22	22	22	12	12	12	234

I-17-4304	
Contract Number:	

Atlas Engineering Group, Ltd.

					. A. E.	EATHER A. ESTIMATED TASK WORK HOOKS	454		220				
					<b>₩</b>	MONTHS of YEAR 2022	YEAR 20	)22					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design [ Inon Regulest	10	10	10	10	10	10	10	10	10	10			100
Admin	2	***************************************	2	2	2	2	2	2	2	2	***************************************	***************************************	20
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TOTALS	12	12	12	12	12	12	12	12	12	12			120

Contract No.:	1-17-4304	Consultant:	Atlas Engineerii	ng Group,	Ltd.
				X	
	EVUIE	DIT D. FEE CAL	CHI ATIONS		
	EXTIE	BIT B: FEE CALO	COLATIONS		
A. DIRECT LABO	R (without overtime)				
	4,960.00 X (Total Work Hours from Exhibit C-2)	\$ 42.35 (Average Hourly Rate from Exhibit	= TOTAL DIRECT SALA	RY_\$	210,056.00
		C-2)			
Mult	iplier to be used on this project:				2.80
	llowable Multiplier = (2.8 DSE) (2		O)	***************************************	
	DIRECT	REGULAR SALA	ARY TIMES MULTIPLIER	\$	588,156.80
	LE DIRECT COSTS NO Prime Consultant listed above.)		R PROFIT		
			TOTAL DIRECT COS	тѕ	\$12,000.00
C. SERVICES BY	OTHERS				
Tot	al Allowable Fee DBE/MBE/WBE	Subconsultant (from	Exhibit H) \$ -		
Total Allowable	Fee Non-DBE/MBE/WBE Subco	onsultant (from Exhibi	t H (cont)) \$ -		
			TOTAL SERVICES BY OTHE	RS <u>\$</u>	
D. ADDITIONAL S	SERVICES (Prime Consultar		quires prior authorization before u	ise)	
ADDITIONAL S	SERVICES (Subconsultants)	•	quiros prior authorization boloro		
		(Re	quires prior authorization before u	ise)	
		(Re	TOTAL ADDITIONAL SERVIC quires prior authorization before t		
E. MAXIMUM ALI	LOWABLE FEE (Upper Lin	nit of Compensation)		\$	600,156.80

Contract No.:	1-17-4304	Consultant:	: Atlas Engineering Group, Ltd	ng Group, Ltd.
Date: 9/5	9/5/2017			
	EXHIBIT G-1: P	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	SCALATION TABLE	
	CONTRACT TERM:	09	No. OF MONTHS	
	SCHEDULED START DATE:	11/1/2017		
	RAISE DATE:	1/1/2018		
	PERCENT OF RAISE:	%0		
	ESCALA	ESCALATION PER YEAR Year 1 through 5	hrough 5	
11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021
Date Date	Date Date	Date Date	Date Date	Date Date
60.0	12.0	12.0	12.0	60.0
3.33%	20.00%	20.00%	20.00%	20.00%
Factor First Penod	Escalation Factor Second Period	Escalation Factor I hird Period	Escalation Factor Fourth Period	Escalation Factor Fitti Period
	ESCALAI	ESCALATION PER YEAR Year 6 through 10	Irough 10	
1/1/2022 - 10/31/2022	-	J	1	
Date Date	Date Date	Date Date	Date Date	Date Date
0.09	60.0	60.0	60.0	60.0
16.67% Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period
The esca	The escalation factor for this project is:	100.00%	ı	

1-17-4304 Contract No.:

Atlas Engineering Group, Ltd.

Consultant:

	COST	40.00	\$10.00	\$400.00	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			***************************************	***************************************					40.00		. 2		
	DIRECT COST OVERTIME PREMIUM	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:	Escalated Average Premium Overtime Hourly Rate (See Note C to									10.00				,
100.00% (From Exhibit C-1)		4,960.00	\$42.35	\$210,056.00	Estimated Work Hours (Including Overtime)	40.00	300.00	800.00	***************************************	500.00	2,000.00	120.00	610.00	590.00	-			
Escalation Factor:	RATES	Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor	Escalated Average Hourly Rate for Classification (See Note B to Right)	\$70.00	\$70.00	\$58.00		\$47.00	\$35.00	\$44.00	\$48.00	\$20.00				
Escala	HOURS AND				Average Hourly Rate for Classification (See Note A to Right)	\$70.00	\$70.00	\$58.00		\$47.00	\$35.00	\$44.00	\$48.00	\$20.00				
	TION MAN-F				Tollway MAXIMUM Hourly Rate for Classification	\$70.00	\$70.00	\$70.00	\$70.00	\$60.00	\$40.00	\$60.00	\$60.00	\$50.00	\$70.00	\$70.00	\$20.00	\$40.00
	R CLASSIFICA				Tollway MINIMUM Hourly Rate for Classification	\$50.00	\$40.00	\$40.00	\$40.00	\$25.00	\$20.00	\$20.00	\$25.00	\$15.00	\$30.00	\$20.00	\$8.25	\$8.25
9/5/2017	EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES				Tollway Classification	Principal	Project Manager	Senior Engineer/Planner	Resident Engineer	Project Engineer/Planner□	Staff Engineer/Planner	Engineer /Accountant	Senior Technical Specialist	Technical Specialist	Architect	Realty Specialists	Intern	Admin/Clerical
Date:					Classification Eligible for Premium Overtime?	No	No	No	No	No	N _O	No	No	Yes	<b>≥</b>	S IB	2 T 1	0N

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Contract No.:	I-17-4304	

Consultant:	Atlas Engineering Group, Ltd.
Ourisuitant.	Auas Engineering Group, Etu.

Date: 9/5/2017

#### **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	President	Natalia N. Homedi	\$50 - \$70
	Vice President	Eyad Homedi	
Project Manager	Transportation Department Director	Yemi Oyewole	\$40 - \$70
Senior Engineer/Planner	Design Department Manager	Ken Cortopassi	\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner□	Senior Project Engineer	Rebecca L. Forbeck	\$25 - \$60
	Senior Project Engineer	Melanie Watkins	
	Project Engineer I	Blake T. Steffens	
Staff Engineer/Planner	Staff Engineer	Michelle Lee	\$20 - \$40
Engineer /Accountant	Controller/Accounting Manager	Jeff Kraines	\$20 - \$60
Senior Technical Specialist	Survey Department Manager	Roark Rogers	\$25 - \$60
Technical Specialist	Senior CAD Technician	Sandy Sekulich	\$15 - \$50
	Field Technician II	David A. Palojarvi	
	Field Technician I	Robert Kostner	
	Field Technician I	William Sanders	
	Field Technician I	Muhammad Kahn	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40
			· · · · · · · · · · · · · · · · · · ·
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<b>Contract No.:</b>	I-17-4304	Consultant: _	Atlas Engineerin	g Group, Ltd.
		EXHIBIT D		
	REIMBURSABLE DI	RECT COSTS - WORKS	HEET ESTIMATES	
Α.	VEHICLE REIMBURSEMEN http://www2.illinois.gov/cms/f			
B.	ALLOWABLE DIRECT COS http://www.illinoistollway.com TOLLWAY XX ALLOWABL	n/documents/10157/2389762		
C.	ITEMIZED DIRECT COSTS Allowable Direct Costs list, from the Chief Engineer pr	, written permission must l	be received	
	DIRECT COST CATEGORY	,		
	None			
	~			
		Hr.,		

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

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11,600.00

#### **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.

Day D'ana	
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
	riotaai Cost

**Actual Cost** 

Utility exploratory trenching

#### **ALLOWABLE DIRECT COSTS**

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

#### **ALLOWABLE DIRECT COSTS**

#### **Construction Inspection**

#### **Construction Inspection Communications:**

Cell PhonesUnallowableRadio CommunicationActual Cost2-way RadioActual Cost

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

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential Actual Cost based on firm policy

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

#### NOTES:

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

Contract No.:	I-17-4304	Consultant:	Atlas Engineering Group, Ltd.			
EXHIBIT E - KEY PROJECT PERSONNEL						
Project Principal:		Natalia N. Homedi, PE				
Project Manager:		Yemi Oyewole, PE				
Project Engineer:		Ken Cortopassi				
Resident Engineer:						
Documentation Engineer:						
Project Civil Engineer:						
Project Structural Engineer:						
Project Drainage Engineer:		Melanie Watkins, PE				
Senior Engineer:						
Others: Name:		Michelle Lee, FE				
	Classification:	Staff Engineer				
	Name:	Roark Rogers, PLS				
	Classification:	Survey Department Manager				
	Name:					
	Classification:					
	Name					
	Name:					
	Classification:					



EXHIBIT "1"

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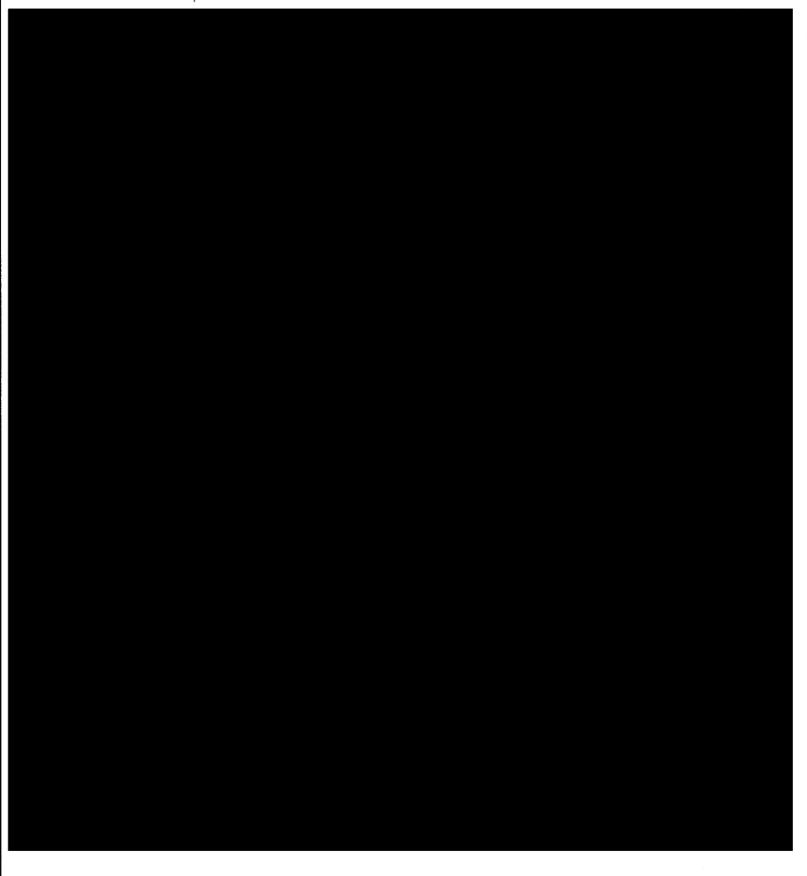
EXHIBIT "1" Page **108** of **314** 



EXHIBIT "1" Page **109** of **314** 

EXHIBIT "1" Page **110** of **314** 











### **EXHIBIT F**

# Contract No. I-17-4304 Atlas Engineering Group, Ltd. SCOPE OF SERVICES

A detailed scope of work will be defined at the time a specific project has been identified.

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### **EXHIBIT G**

### Contract No. I-17-4304

# Atlas Engineering Group, Ltd.

### **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
PSB #14-1, Item 8 Contract# I-14-4193	Construction Management Services	\$746,903.50	\$700,000.00	5/1/2018
PSB #17-3, Item 9, Contract# I-17-4304	Design Upon Request	\$600,000.00	\$600,000.00	9/30/2022
P-91-117-14/PTB 171, Item 5	Phase I Various Traffic Count Data & Crash Reports	\$1,000,000.00	\$257,676.27	9/28/2018
HPR-66-001-16/PTB 177, Item 16	Field Collection of Traffic Data	\$1,500,000.00	\$722,221.20	12/31/2017
D_91-128-12/PTB 161, Item 8	Various Routes District 1, Various Design Services, Phase II	\$46,000.00	\$3,200.00	6/1/2017
P-91-216-15/PTB 175, Item 03	Various Traffic Signal Projects - SCAT	\$100,000.00	\$88,214.48	12/31/2017
D-91-456-14/PTB 173, Item 20	Project Support and Management	\$80,000.00	\$48,654.70	4/6/2018
Contract #28476	Survey Support & Construction Management	\$82,000.00	\$44,401.23	9/7/2018

Contract No.: _	I-17-4304	Consultant:	Atlas Engineering Group, Ltd.	

### **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.

DB	E/MB	EΜ	/BE	SUI	3C.O	NSI	JLT	'ΑΝ'	TS

1				6				
	Direct Labor		•••		Direct Labor			
	Direct Costs		nova		Direct Costs	\$ -		
	Services by Others				Services by Others	\$		
	Additional Services **		_		Additional Services **	\$		
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$	
2			····	7				
	Direct Labor				Direct Labor	***************************************		
	Direct Costs				Direct Costs	\$ -	_	
	Services by Others		••••		Services by Others	\$ -		
	Additional Services **		_		Additional Services **	\$ -		
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$	
3				8				
	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)		\$	_
4				9			_	
	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)		\$	
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	Direct Labor		****		Direct Labor		-	
	Direct Costs	\$ -	<del></del>		Direct Costs	\$		
	Services by Others	\$ -	•		Services by Others	\$ -		
	Additional Services **	\$ -	<del></del>		Additional Services **	\$ -	_	
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$	
Additio	onal services funds require prior auth	orization before use			TOTAL DBE/MBE/WBI	E Subconsultants:	\$	
			то	TAL Addit	ional Services DBE/MBE/WB	E Subconsultants:	\$	
				TOTAL	Allowable Fee DBE/MBE/WBE	E Subconsultants:	\$	<u>-</u>
			DBE/MBE/WB		nge of Total Fee (includes Add			
		DB	E/MRE/WRE Perce	ntage of To	stal Fee (does not include Add	ditional Services).		

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Atlas Engineering Group, Ltd.

### **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.

		<del>-</del>	6			
Direct Labor				Direct Labor		_
Direct Costs				Direct Costs	\$ -	
Services by Others		••		Services by Others	\$	
Additional Services **		<del>-</del>		Additional Services **	\$ -	_
Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$
		***	7	,		
Direct Labor		<u></u>		Direct Labor	\$ -	•••
Direct Costs				Direct Costs	\$ -	-
Services by Others				Services by Others	\$ -	<del>.</del>
Additional Services **		_		Additional Services **	\$ -	<del>.</del>
Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$
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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)		\$
			9			
Direct Labor	\$ -	•••		Direct Labor	\$ -	<b></b>
Direct Costs	\$ -	<del></del>		Direct Costs	\$ -	***
Services by Others	\$ -	•		Services by Others	\$ -	
Additional Services **	\$ -	_		Additional Services **	\$ -	-
Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$
		·*·	10			<b></b>
Direct Labor	\$ -			Direct Labor	\$ -	•••
Direct Costs	\$ -			Direct Costs	\$ -	
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	atanakan kasta ara			TOTAL N PREMINE	IDE Pulsare Italia	
al services funds require prior autho	nzauon derore use			TOTAL Non-DBE/MBE/W	oe Subconsuitants	- <del>-</del>

# **Contract Information Sheet**

Contract Number: 1-17-4304

Consultant:

d'Escoto, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

									Sig	ind Total	<b>Grand Total Exhibit A Hours</b>	A Hours	1,600
								•					TOTAL
					<b>№</b>	NTHS of	MONTHS of YEAR 2017	117					HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Hoon Reguest											36	36	72
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TOTALS											36	36	72

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1-17-4304

Consultant:

d'Escoto, Inc.

# EXHIBIT A: ESTIMATED TASK WORK HOURS

	_			EAHIE	SII A: ES	EXHIBITA: ESTIMATED LASA WORN HOURS	I ASK I	E 420	6 1				
					<b> </b>	MONTHS of YEAR 2018	YEAR 20	)18					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Request	36	36	98	36	36	98	36	36	98	36	36	36	432
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TOTALS	36	36	36	36	36	36	36	36	36	36	36	36	432

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Consultant:__

d'Escoto, Inc.

				EXE	317 A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	) TASK	NORK H	ours				
					MO	MONTHS of YEAR 2019	YEAR 2	019					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Request	36	36	98	36	36	36	36	36	36	36	36	24	420
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TOTALS	36	36	36	36	36	36	36	36	36	36	36	24	420

Contract Number: 1-17-4304

Consultant:

d'Escoto, Inc.

# **EXHIBIT A: ESTIMATED TASK WORK HOURS**

					<b>₩</b>	MONTHS of YEAR 2020	YEAR 20	120					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Request	24	24	24	24	24	24	24	24	24	24	24	24	288
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TOTALS	24	24	24	24	24	24	24	24	24	24	24	24	288
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1-17-4304	
Contract Number:	

Consultant:

d'Escoto, Inc.

# EXHIBIT A: ESTIMATED TASK WORK HOURS

													H
					MO	MONTHS of YEAR 2021	YEAR 2	021					HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Request	24	24	24	24	24	24	24	24	24	14	14	14	258
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TOTALS	24	24	24	24	24	24	24	24	24	14	14	14	258

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Rev.
EXHIBIT "1"
Page <b>126</b> of <b>314</b>

Consultant:

Contract Number: 1-17-4304

d'Escoto, Inc.

				EXHIE	NT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASK	NORK H	OURS				
	·				<b>⊗</b>	MONTHS of YEAR 2022	YEAR 20	)22				·	TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Request	14	14	14	14	14	12	12	12	12	12		·	130
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TOTALS	14	14	14	14	14	12	12	12	12	12			130

CU	1111act No 1-17-4304	Consultai	IL	a Escolo, i	iic.	
	EXHI	IBIT B: FEE C	ALCULAT	IONS		
A.	DIRECT LABOR (without overtime)					
	1,600.00 (Total Work Hours from Exhibit C-2)	X \$ 46 (Average Ho Rate from Ex C-2)	urly	TOTAL DIRECT SALARY	\$	74,432.00
	Multiplier to be used on this projec Allowable Multiplier = (2.8 DSE)		5 PMO)			2.80
	DIRECT	ΓREGULAR S	SALARY TI	MES MULTIPLIER	\$	208,409.60
C.	(For Prime Consultant listed above	s.)		TOTAL DIRECT COSTS		\$460.00
	Total Allowable Fee DBE/MBE/WB	BE Subconsultant (	from Exhibit I	1)_\$	_	
	Total Allowable Fee Non-DBE/MBE/WBE Sub	consultant (from E	exhibit H (cont	))_\$	-	
			то	TAL SERVICES BY OTHERS	\$	
D.	ADDITIONAL SERVICES (Prime Consultants ADDITIONAL SERVICES (Subconsultants		(Requires p	ior authorization before use)	•	
			тот	ior authorization before use) AL ADDITIONAL SERVICES ior authorization before use)	\$	<del>-</del>
E.	MAXIMUM ALLOWABLE FEE (Upper Li	imit of Compensat	tion)		\$	208,869.60

	Date Date Date 60.0	20.00% Escalation Factor Fifth Period	Date Date	Escalation Factor Tenth Period
No. OF MONTHS	1/1/2020 - 12/31/2020  Date Date 12.0	20.00% Escalation Factor Fourth Period	Date Date	Escalation Factor Ninth Period
T TERM: 60 No. OF No. OF No. OF No. OF No. OF No. OF No. OH NO. O	1/1/2019 - 12/31/2019  Date Date  12.0  60.0	20.00% Escalation Factor Third Period Escalation ESCALATION PER YEAR Year 6 through 10	Date Date	Escalation Factor Eighth Period
SCHEDULED START DATE: RAISE DATE: PERCENT OF RAISE:  ESCALA	1/1/12018 - 12/31/2018  Date Date 12.0 60.0	20.00% Escalation Factor Second Period	Date Date	Escalation Factor Seventh Period
	11/1/2017 - 12/13/2017  Date Date  60.0	3.33% Factor First Period	1/1/2022 - 10/31/2022  Date Date 60.0	16.67% Escalation Factor Sixth Period

Consultant:

Contract No.:

Consultant: 1-17-4304 Contract No.:

Date: 9/5/2017

Escalation Factor:

100.00% (From Exhibit C-1)

d'Escoto, Inc.

(See Note D to Hours Only) **OVERTIME PREMIUM** (Overtime Estimated Overtime Hours DIRECT COST Average **Total Overtime** Total Premium O/T **Estimated O/T** (See Note C to Hours: Hourly Rate: Premium: **Hourly Rate** Escalated Overtime Average Premium Right) \$46.52 400.00 600.00 1,600.00 600.00 \$74,432.00 **Work Hours Estimated** (Including Overtime) Labor \$50.13 Total **Total Direct Estimated** Work Hours: Average Hourly Rate: Classification | Classification See Note A to (See Note B to \$67.46 \$28.96 **Hourly Rate** Escalated Average Right) EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES \$50.13 \$67.46 \$28.96 **Hourly Rate** Average Right) \$70.00 \$60.00 \$70.00 \$60.00 \$60.00 \$70.00 \$70.00 \$40.00 Classification **Hourly Rate** MAXIMUM Tollway \$20.00 \$50.00 \$40.00 \$40.00 \$40.00 \$25.00 \$20.00 \$25.00 Classification **Hourly Rate** MINIMOM Tollway **Tollway Classification** Senior Technical Specialist Project Engineer/Planner Senior Engineer/Planner Staff Engineer/Planner Engineer /Accountant Resident Engineer Project Manager Classification **Eligible for** Premium **Overtime?** ŝ ŝ ŝ ŝ ဍ ဍ ŝ ဍ

\$50.00 \$70.00 \$20.00 \$40.00

\$15.00 \$30.00 \$20.00

Technical Specialist

2 2 2 2 2

Realty Specialists

Architect

Admin/Clerical

Intern

\$8.25

Contract No.:	I-17-4304	Consultant:	d'Escoto, Inc.	·

Date: 9/5/2017

# 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			\$50 - \$70
Project Manager	Design Manager	Travis Kluegel	\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Design Project Manager I	Eric Dean	\$25 - \$60
Staff Engineer/Planner	Staff Engineer I	Cody Suba	\$20 - \$40
	Staff Engineer II	Krzysztof Kluza	
	Staff Engineer II	Richard Munizzo	
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			\$8.25 - \$40
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tract No.:	1-17-4304	Consultant:	a Escoto,	inc.
		EXHIBIT D		
	REIMBURSABLE DIR	ECT COSTS - WORKSHE	ET ESTIMATES	
_				
	VEHICLE REIMBURSEMENT http://www2.illinois.gov/cms/Em		Reimbursement.aspx	
	<b>A</b>			
В.	ALLOWABLE DIRECT COSTS			
	http://www.illinoistollway.com/d OLLWAY XX ALLOWABLEDI			
	OLLWAY AX ALLOWADLEDI	INCOTOCOTO 10012010.1 D	<u></u>	
C.	ITEMIZED DIRECT COSTS - F Allowable Direct Costs list, w			
	from the Chief Engineer prior			
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	DIRECT COST CATEGORY			
	None			
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**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)** 

460.00

\$

# **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.

Por Diam	State Bate (Maximum)
Per Diem	State Rate (Maximum)
Lodging Air Fare	State Rate (Maximum)  Coach Rate with 2 weeks advance
Air rare	
Vahialaa	purchase
Vehicles	Chata Data # (B.farrianna)
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include	A
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

**Actual Cost** 

Utility exploratory trenching

# **ALLOWABLE DIRECT COSTS**

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

# **ALLOWABLE DIRECT COSTS**

### **Construction Inspection**

### **Construction Inspection Communications:**

**Cell Phones** 

Unallowable

**Radio Communication** 

**Actual Cost** 

2-way Radio

**Actual Cost** 

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

Rental (Daily Rate Only) - Including Tolls

\$55/day (Maximum)

Leased / Company-Owned Vehicles (does not include

personal vehicles, not owned by the company)

\$65/day

The number of days will be calculated as follows:
For extended stay**- Number of days on job site plus one
Day to travel to and from job site
Weekly (hotel) – Number of days on job site plus one day to

Weekly (note) - Number of days on job site plus one day t

Travel to and from job site per week.

**Shift Differential** 

Actual Cost based on firm policy

### NOTES:

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

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

Contract No.:			
	į	EXHIBIT E - KEY PROJECT PERSONNEL	
Project Principa	d:		
Project Manage	r:	Travis Kluegel	
Project Enginee	er:	Eric Dean	
Resident Engin	eer:		
Documentation	Engineer:		
Project Civil En	gineer:		
Project Structur	ral Engineer:		
Project Drainag	e Engineer:		
Senior Enginee	r:		
Others:	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		



3-D Lead



3-D Lead



Roadway Support



Roadway Support

### **EXHIBIT F**

Contract No. I-17-4304 d'Escoto, Inc.

# **SCOPE OF SERVICES**

"A detailed scope of work will be defined at the time a specific project has been identified."

Rev. 6/2016

Page 1

Version 15 EXHIBIT "1" Page **140** of **314** 

# **EXHIBIT G**

### Contract No. I-17-4304

# d'Escoto, Inc.

# **CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-14-4200	Tollway Maintenance Facilities	\$600,000.00	\$131,337.00	4/30/2019
I-11-4013	Program Management (HNTB)	\$2,132,970.00	\$300,637.00	8/15/2017
I-14-4186	I-90 Construction Mgmt (Burns McD)	\$933,346.00	\$320,729.00	11/30/2017
1-14-4645	EOWA CM Services (Clark Dietz)	\$532,818.00	\$68,211.00	11/30/2017
I-14-4656	EOWA, I-294 to I-90 Tri-state(Benesch)	\$489,929.00	\$428,868.00	5/31/2019
RR-16-4253	I-88 Phase II (Lochmueller)	\$334,331.00	\$206,269.00	3/31/2018
RR-16-4256	I-355 Phase II (Patrick Eng.)	\$293,503.00	\$250,523.00	2/28/2018
I-17-4304	DUR Phase II Engineering (Epstein)	\$208,870.00	\$208,870.00	TBD
I-17-4299	EW Connector (Quiqq)	TBD		TBD
I-17-4301	St. Charles to North Ave. (BeneschJV)	TBD		TBD
RR-16-4254	Annie Glidden to IL-56	TBD		TBD
RR-17-4314	Pavement & Structural Preservation (HOH)	TBD		TBD
RR-16-4275	I-94 Roadway & Bridge Recon (Ciorba)	\$755,000.00	\$755,000.00	12/31/2019
PTB164-11	D-2 Various Phase I/II	\$0.00	\$0.00	12/31/2017
PTB169-05	D-1 Phase I Various (Rempe Sharpe)	\$230,210.00	\$171,374.00	11/30/2017
PTB162-20	D-2 Various Various Phase III CM	\$1,600,000.00	\$159,260.00	11/30/2017
PTB175-17	ADA Ramp Design Phase II (BurnsMcD)	\$19,959.00	\$14,969.00	12/31/2017
PTB176-04	Various Phase I Projects (Benesch)	\$138,189.00	\$92,126.00	12/31/2020
PTB182-08	Various Various Phase III CM	\$200,000.00	\$200,000.00	12/31/2020

Contract No.:	I-17-4304	Consultant:	d'Escoto, Inc.	

### **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.

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1	Direct Labor			ъ	Direct Labor		
	Direct Labor Direct Costs	<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	<b></b>		Direct Costs	\$ - :	
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	Services by Others		-		•	\$ -	
	Additional Services **		-		Additional Services **	φ -	¢
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	Direct Costs		•		Direct Costs	\$ -	
	Services by Others	···	***		Services by Others	\$ <u>-</u>	
	Additional Services **		_		Additional Services **	\$ -	
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	Direct Costs	\$ -	····		Direct Costs	\$ -	
	Services by Others	\$ -			Services by Others	\$ -	
	Additional Services **	\$ -	_		Additional Services **	\$ -	
	Total this Subconsultant (ULC)				Total this Subconsultant (ULC)		\$
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	Direct Costs	\$ -	····		Direct Costs	\$ -	
	Services by Others	\$ -	<del></del>		Services by Others	\$ -	
	Additional Services **	\$ -	<del></del>		Additional Services **	\$ -	
		<del>-</del>	<del>_</del>			<del>-</del>	\$ -
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		<u> </u>
5			_	10			
	Direct Labor		·		Direct Labor		
	Direct Costs	\$ -	•		Direct Costs	\$ -	
	Services by Others	\$ -			Services by Others	\$ -	
	Additional Services **	\$ -	<del>_</del> .		Additional Services **	<u> </u>	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -

**	Additional	services	funds	require	prior	authorizat	ion before	use

TOTAL	<b>DBE/MBE/WBE Subconsultants:</b>	\$ -

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 113

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Consultant:	d'Escoto, Inc.	
consultant.	u Escolo, IIIC.	

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

		DBE/MBE/WBE)						
			•••	6				
	Direct Labor				Direct Labor		OPPORTUGE OF THE PROPERTY OF T	
	Direct Costs				Direct Costs	\$	<u>-</u>	
	Services by Others				Services by Others	\$	-	
	Additional Services **		·		Additional Services **	\$	<u>-</u>	
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		_\$	
				-				
	Direct Labor		•••	7	Direct Labor	\$	_	
	Direct Costs				Direct Costs	\$		
	Services by Others		-		Services by Others	\$		
	Additional Services **		_		Additional Services **	\$		
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	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$	
			-	8			ENTANDAMENTO ANTO	
	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)		_\$	
				9				
	Direct Labor	\$ -		Adoles	Direct Labor	\$	-	
	Direct Costs	\$	<del></del> -		Direct Costs	\$		
	Services by Others	\$ -			Services by Others	\$	-	
	Additional Services **	\$ -	_		Additional Services **	\$	<u> </u>	
	Total this Subconsultant (ULC)		\$ <u>-</u>		Total this Subconsultant (ULC)		\$	
				40				
~~~	Direct Labor	\$ -		10	Direct Labor	\$	_	
	Direct Costs	\$ -	·		Direct Costs	\$	_	
	Services by Others	\$ -			Services by Others	\$		
	Additional Services **	\$ -			Additional Services **	\$		
	Total this Subconsultant (ULC)		 _\$		Total this Subconsultant (ULC)		\$	
			<u>-</u>		. otal ano Jubethisulant (ULC)		Ψ	

** Additional services funds require prior authorization before	re use
---	--------

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:

GSG Consultants, Inc.

Contract Number:

I-17-4304

Proposal Date:

9/5/2017

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

Cand Total Exhibit A Hours 1,420 Cand Total Exhibit A Hours 1,420	7	1-17-4304				Con	Consultant:			3SG Cons	GSG Consultants, Inc.	nc.	
MONTHS of YEAR 2017 Apr May Jun Jul Aug Sep Oct Nov Dec 10				EXHIB	SIT A: ES	TIMATE) TASK I	NORK HC	OURS Gr	and Tota	Exhibit	A Hours	1,420
Apr May Jun Jul Aug Sep Oct Nov Dec 1					MO	NTHS of	YEAR 2	117					TOTAL HOURS
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TOTALS

TOTAL HOURS 20 Dec 50 <u>8</u> 50 Oct 50 Sep **EXHIBIT A: ESTIMATED TASK WORK HOURS** 50 Aug **MONTHS of YEAR 2018** 50 Consultant: Jul 50 Jun 50 May 20 Apr 20 Mar 50 Feb 1-17-4304 50 Jan Contract Number: Design Upon Request **TASK**

9

GSG Consultants, Inc.

Contract Number:	1-17-4304	4304				Con	Consultant:			3SG Cons	GSG Consultants, Inc.	نِ	
				EXHIE	EXHIBIT A: ESTIMATED TASK WORK HOURS	TIMATEC	TASKV	VORK HC	URS				
					Ŏ W	MONTHS of YEAR 2019	YEAR 20	119					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Request	50	50	20	50	90	50	90	50	20	50	50	50	600
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TOTALS	20	20	20	20	20	20	20	20	20	20	20	20	009

EXHIBIT "1" Page **148** of **314**

Rev. 6/2016

Consultant:

Contract Number: 1-17-4304

GSG Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS	TOTAL	MONTHS of YEAR 2020 May Jun Jul Aug Sep Oct Nov Dec	10 10 10 10 10 10 10 10											
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EXHIBIT "1"
Page 150 of 314

	_	 	TOTAL HOURS		18															18	
	_			Dec		***************************************															
ultants, Ir				Nov			***************************************														
GSG Consultants, Inc.				Oct	2										•					2	
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	EXHIBIT A: ESTIMATED TASK WORK HOURS		22	Aug	2		***************************************											-		2	
Consultant:	TASKV		YEAR 20	Jul	2															2	
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1-17-4304				Jan	2			***************************************		***************************************		-			The state of the s					2	
Contract Number:			•	TASK	Design Upon Request				Antonomy control and the second secon											TOTALS	

Contract No.:	I-17-4304	_ Consultant:	GSG Consultan	ts, Inc.	
	EX	(HIBIT B: FEE CALCULA	ATIONS		
				*	
A. DIRECT LABO	R (without overtime)				
	1,420.00 (Total Work Hours from Exhibit C-2)	X \$ 39.80 = (Average Hourly Rate from Exhibit C-2)	TOTAL DIRECT SALARY	\$	56,516.00
Mul	tiplier to be used on this pro	oject:			2.80
A	Allowable Multiplier = (2.8 DS	SE) (2.5 or 2.8 CM) (2.5 PMO)			
	DIRE	CT REGULAR SALARY	TIMES MULTIPLIER	\$	158,244.80
	BLE DIRECT COSTS r Prime Consultant listed ab	NOT ELIGIBLE FOR PR	OFIT		
			TOTAL DIRECT COSTS	· · · · ·	\$91,755.20
C. SERVICES BY	OTHERS				
Tot	tal Allowable Fee DBE/MBE/	WBE Subconsultant (from Exhibi	t H) _\$		
Total Allowabl	e Fee Non-DBE/MBE/WBE S	Subconsultant (from Exhibit H (co	nt)) <u>\$</u>		
		T	OTAL SERVICES BY OTHERS	\$	-
D. ADDITIONAL :	SERVICES (Prime Cons	•			
ADDITIONAL S	SERVICES (Subconsulta		prior authorization before use)		
	•	•	prior authorization before use)		
			DTAL ADDITIONAL SERVICES prior authorization before use)	\$	-
Ε ΜΔΧΙΜΙΙΜ ΔΙΙ	LOWABLE FEE (Uppe	r Limit of Componenties		¢	250 000 00
		- Emilit of Compensation)		\$	250,000.00

1-17-4304 Contract No.:

Consultant:

GSG Consultants, Inc.

Date:

9/5/2017

Escalation Factor:

100.00% (From Exhibit C-1)

DIRECT COST OVERTIME PREMIUM				Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)		-											
DIREC	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:	Escalated Average Premium Overtime Hourly Rate (See Note C to													
	1,420.00	\$39.80	\$56,516.00	Estimated Work Hours (Including Overtime)	00.09	120.00	280.00		350.00	220.00			310.00				80.00
RATES	Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor_	Escalated Average Hourly Rate for Classification (See Note B to	\$70.00	\$54.00	\$47.00		\$40.00	\$30.00			\$32.00			·	\$27.00
OURS AND				Average Average Hourly Rate for for Classification (See Note A to (See Note B to Right)	\$70.00	\$54.00	\$47.00		\$40.00	\$30.00			\$32.00				\$27.00
TION MAN-F				Tollway MAXIMUM Hourly Rate for Classification	\$70.00	\$70.00	\$70.00	\$70.00	\$60.00	\$40.00	\$60.00	\$60.00	\$50.00	\$70.00	\$70.00	\$20.00	\$40.00
CLASSIFICA				Tollway MINIMUM Hourly Rate for Classification	\$50.00	\$40.00	\$40.00	\$40.00	\$25.00	\$20.00	\$20.00	\$25.00	\$15.00	\$30.00	\$20.00	\$8.25	\$8.25
EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES				Tollway Classification	Principal	Project Manager	Senior Engineer/Planner	Resident Engineer	Project Engineer/Planner	Staff Engineer/Planner	Engineer /Accountant	Senior Technical Specialist	Technical Specialist	Architect	Realty Specialists	Intern	Admin/Clerical
				Classification Eligible for Premium Overtime?	No	ON.	No	No	N _O	No	°N _O	No		ê Xŀ		° IT	°1″ 31 4

Version 15

Contract No.: 1-17-4304

Consultant:

GSG Consultants, Inc.

Date: 9/5/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
		\$50 - \$70
Project Manager	Letzel, Scott	\$40 - \$70
Project Manager	Olson, Jay	
Project Manager	Shah, Jigar M.	
Project Manager	Suda, Robert	
Senior Engineer	Edgell, Dawn	\$40 - \$70
Senior Engineer	Chandhuri, Kalyan S.	
Senior Engineer	Shaikh, Kaleem	
Project Manager	Thomas, Crispin	
		\$40 - \$70
Project Engineer	Johnson, Charles	\$25 - \$60
	Chipko, Matthew	
Project Engineer	Rothamer, Jeffery	
Staff Engineer	Flores, Edwin	\$20 - \$40
Staff Engineer	Kizawi, Ameer	
Staff Engineer	Votava, Jeffery	
		\$20 - \$60
		\$25 - \$60
Innanator		045 050
		\$15 - \$50
	1	
		\$30 - \$70
		\$20 - \$70
		\$8.25 - \$20
Administrator	Garman, Hala	\$8.25 - \$40
Administrator	Zarco, Petra	
	Principal Project Manager Project Manager Project Manager Project Manager Project Manager Project Manager Senior Engineer Senior Engineer Senior Engineer Project Engineer Project Engineer Project Engineer Project Engineer Project Engineer Staff Engineer Staff Engineer Staff Engineer Inspector Inspector Inspector Inspector Inspector Inspector Inspector Inspector	Principal Sassila, Ala Project Manager Letzel, Scott Project Manager Olson, Jay Project Manager Shah, Jigar M. Project Manager Suda, Robert Senior Engineer Edgell, Dawn Senior Engineer Chandhuri, Kalyan S. Senior Engineer Shaikh, Kaleem Project Manager Thomas, Crispin Project Engineer Johnson, Charles Project Engineer Chipko, Matthew Project Engineer Riad, Ossama Project Engineer Rothamer, Jeffery Staff Engineer Kizawi, Ameer Staff Engineer Votava, Jeffery Inspector McCoy, David Inspector McCoy, David Inspector Mottani, Imran Inspector Rowe, Joshua Administrator Garman, Hala

Contract No.:	I-17-4304	Consultant:	GSG Consulta	ants, Inc.
		EXHIBIT D		
	REIMBURSABLE DI	RECT COSTS - WORK	SHEET ESTIMATES	
A.	VEHICLE REIMBURSEMENT http://www2.illinois.gov/cms/E			
В.	ALLOWABLE DIRECT COST http://www.illinoistollway.com. OLLWAY XX ALLOWABLE	<u>/documents/10157/238976</u>	52/12 LG T	
C.	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, from the Chief Engineer pri	written permission mus	t be received	
	DIRECT COST CATEGORY			
	None			
	NAMES AND ADDRESS OF THE PROPERTY OF THE PROPE			
		OF CANADA STATE AND A STATE OF CANADA CONTRACTOR CONTRA		
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TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

91,755.20

\$

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

Actual Cost

Utility exploratory trenching

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell PhonesUnallowableRadio CommunicationActual Cost2-way RadioActual Cost

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

NOTES:

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

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

In-House Drilling Unit Price Schedule

		9
Job/Prop No.	1-17-4304	
Client	Tollway	
Project Name		
Location		

Description	UOM	Unit Price
Mobilization/Demobilization (ATV H.S.A. Rig)& Service Truck	HOUR	\$450.00
Mobilization/Demobilization (Truck H.S.A. Rig & Service Truck)	HOUR	\$350.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew)	HOUR	\$12.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew) - Overtime	HOUR	\$40.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew) - Night Shift	HOUR	\$16.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew) - Night Shift Overtime	HOUR	\$48.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew) - Sunday	HOUR	\$81.00
Drill Rig Daily Rate (8 hours)	Day	\$1,450.00
Drill Rig Hourly Rate (over 8 hours)	HOUR	\$190.00
Daily Travel to and from Site	HOUR	\$275.00
Drill Rig Hourly Rate (over 8 hours)	HOUR	\$180.00
Standby Boring Access and Hauling Water	HOUR	\$275.00
	EACH	\$40.00
Borehole Setup (Borings less than 10') Hollow Stem Augering, 3 1/4" or 4 1/4"	EACH	\$40.00
		\$44.00
0 - 30'	LF.	\$11.00
30' - 50'	LF.	\$16.00
51' - 75'	LF.	\$19.00
76' - 100'	LF.	\$20.00
100' - 125'	HOUR	\$250.00
Split Spoon Sampling (2" Diameter)		ļ
0' - 30'	EACH	\$15.50
30' - 50'	EACH	\$18.50
51' - 75'	EACH	\$30.00
76' - 100'	EACH	\$75.00
100' - 150'	HOUR	\$250.00
Shelby Tubes 0 - 50'	EACH	\$50.00
Mud Rotary Drilling Set up Charge	EACH	\$150.00
Mud Rotary (<4" Diameter)		
0' - 30'	L.F.	\$12.00
0' - 50'	L.F.	\$17.00
51' - 75'	L.F.	\$19.50
76' - 100'	L.F.	\$22.00
100' - 150'	HOUR	\$250.00
Split Spoon Sampling Mud Rotary (2" Diameter)		
0' - 30'	EACH	\$18.00
30' - 50'	EACH	\$21.00
51' - 75'	EACH	\$32.00
76' - 100'	EACH	\$97.00
100' - 150'	HOUR	\$250.00
Install & Remove 3" NW Casing (0 - 100') (if required)	HOUR	\$250.00
Install & Remove 3" NW Casing (3 235) (In required)	HOUR	\$300.00
Bedrock Coring Setup	L.F.	\$150.00
Rock Coring (NX size)	L.F.	\$45.00
Backfill soil cutting	LF LE	\$2.50
Backfill Boring (Bentonite or Grout)	L.F.	\$6.00
Rock Rotary Drilling (<4" Diameter)		1
0 - 50'	L.F.	\$50.00
51' - 75'	L.F.	\$60.00
76' - 100'	L.F.	\$75.00
100' - 150'	HOUR	\$275.00
Piezometers 2" PVC Backfilled with Cuttings	L.F.	\$6.00
Fast Set 45 Concrete Patch or DOT Road & Bridge Patch Mix	Each	\$150.00
Pavement Coring - 4-8 Inch	PER INCH	\$40.00
Electric Concrete Coring Machine	DAY	\$250.00
Inclinometer Installation Including Material w/Cement & Bentonite	L.F.	\$40.00
Concrete / Asphalt Drilling (6 or 8-inch Diameter)	PER INCH	\$25.00
Concrete Coring - 4 Inch (w/Drill Rig)	PER INCH	\$20.00
	PER INCH	\$25.00
Concrete Coring - 6 Inch (w/Drill Rig)		
Concrete Coring - 6 Inch (w/Drill Rig)	EACH	\$250.00
Concrete Coring - 6 Inch (w/Drill Rig) Concrete Structure Core Repair - Bridge Deck 4" to 5" Dia. X 8" to 10" Thick	EACH	\$250.00 \$350.00
Concrete Coring - 6 Inch (w/Drill Rig) Concrete Structure Core Repair - Bridge Deck 4" to 5" Dia. X 8" to 10" Thick Concrete Structure Core Repair - Culvert 4" to 5" Dia. X 3 Feet Thick	EACH EACH	\$350.00
Concrete Coring - 6 Inch (w/Drill Rig) Concrete Structure Core Repair - Bridge Deck 4" to 5" Dia. X 8" to 10" Thick	EACH	

Assumptions:

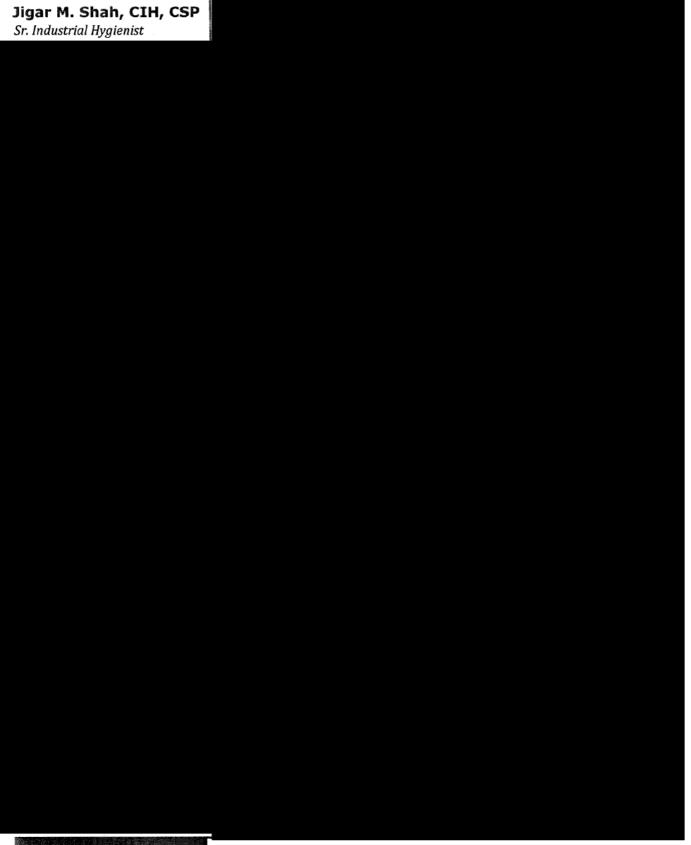
⁻Union 150 Rates will be an hourly rate charged for all prevailing wage hours worked in addition to the regular regular footage/hourly unit rates. This is above the prevailing wages hourly rate and benefits.

GSG Material Testing, Inc. Outside Lab Services Schedule

Job/Prop No.	l-17-4304	
Client	Tollway	
Project Name		
Location		

Description	UOM	Unit Price
Moisture Content - AASHTO T 265	EACH	\$8.00
Atterberg Limits - AASHTO T 89 and T 92	EACH	\$85.00
Sieve analysis - IL Mod. AASHTO T 27/T 11	EACH	\$105.00
Particle Size Analysis: Sieve analysis - IL Mod AASHTO T 27/T 11 & Hydrometer analysis - AASHTO T 88	EACH	\$175.00
Moisture Density Relationship AASHTO T 99	EACH	\$180.00
Illinois Bearing Ratio (IBR) Test -per Attachment II-A of IDOT Geotechnical Manual	EACH	\$700.00
Immediate Bearing Value (IBV) Test -per Attachment II-A of IDOT Geotechnical Manual	EACH	\$300.00
UU Triaxial Compression Test - AASHTO T 296 (by AMRL inspected laboratory)	EACH	\$375.00
CU Triaxial Compression Test - AASHTO T 297 (by AMRL inspected laboratory)(3 specimens)	EACH	\$750.00
Unconfined Compression Test - AASHTO T 208 (by AMRL inspected laboratory)	EACH	\$60.00
Consolidation Test - AASHTO T 216 (by AMRL inspected laboratory)	EACH	\$275.00
Unconfined Compression Test on Rock Cores - ASTM D-2938 & includes Density & Moisture Content	EACH	\$120.00
Organic Matter Content - AASHTO T 194	EACH	\$55.00
pH Value - AASHTO T 289	EACH	\$10.00
Specific Gravity - AASHTO T 100	EACH	\$30.00
Unit Weight	EACH	\$45.00

Contract No.	: <u>1-17-4304</u>	_ Consultant:	GSG Consultants, Inc.
	, <u>E</u>	XHIBIT E - KEY PROJECT PERS	ONNEL
Project Princ	cipal:		
Project Mana	ager:	Jigar M. Shah	
Project Engi	neer:		
Resident En	gineer:		·
Documentat	ion Engineer:		
Project Civil	Engineer:		
Project Struc	ctural Engineer:		
Project Drain	nage Engineer:		
Senior Engi	neer:		
Others:	Name:	Dawn Edgell, Kalyan S. Chandhu	ıri
	Classification:	Senior Engineer	
	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		



Integrity | Quality | Reliability

Shah - Page 2 of 2

Dawn Edgell, P.E.	
Lead Geotechnical Engineer	
Integrity Quality Reliability	Edgell - Page 1 of 2

Integrity | Quality | Reliability

Edgell - Page 2 of 2

Kalyan S. Chandhuri, M.S., M.B.A., P.E. Civil Engineer

Integrity | Quality | Reliability

Chandhuri - Page 1 of 2

GSG Consultants, Inc.

Integrity | Quality | Reliability

Chandhuri - Page 2 of 2

EXHIBIT F

Contract No. I-17-4304
GSG Consultants, Inc.
SCOPE OF SERVICES

A detailed scope of work will be defined at the time a specific project has been identified

EXHIBIT G

Contract No. I-17-4304

$\label{eq:GSGConsultants} \textbf{GSG Consultants, Inc.}$

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Various, 4032	Environmental	\$900,000.00	\$150,000.00	12/30/2017
I-90, 4187	CM	\$1,676,368.00	\$20,000.00	8/30/2017
I-294, 4224	Geotechnical	\$1,740,949.00	\$300,000.00	12/31/2017
EOWA 4656	Geotechnical	\$1,225,000.00	\$950,000.00	12/31/2018
EOWA 4659	Assessment and CM	\$2,275,000.00	\$1,350,000.00	12/31/2018
EOWA 4657		\$60,564.00	\$60,564.00	12/31/2018
4257	Environmental	\$750,000.00	\$750,000.00	12/31/2020

Contract No.:	I-17-4304	Consultant:	GSG Consultants, Inc.	
				_

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.

R	E/	М	R	F	Λ۸	/R	F	S	11	R	C	0	N	9	П	١.	٣/	١Z	u٦	75	٤

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	Direct Labor		_		Direct Labor		<u>.</u>
	Direct Costs		·		Direct Costs	\$ -	-
	Services by Others		•••		Services by Others	\$ -	-
	Additional Services **		_		Additional Services **	\$ -	-
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
2				7			
-	Direct Labor		•••	•	Direct Labor		-
	Direct Costs		•••		Direct Costs	\$ -	* -
	Services by Others		-		Services by Others	\$ -	
4	Additional Services **	***************************************	-		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		_\$		Total this Subconsultant (ULC)		\$ -
J	Direct Labor	***************************************	****	8	Direct Labor		•
	Direct Costs	\$ -			Direct Costs	\$ -	.
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	Direct Costs	\$ -			Direct Costs	<u> </u>	<u></u>
	Services by Others	\$ -			Services by Others	\$ -	.
	Additional Services **	\$ -	<u>-</u>		Additional Services **	<u>\$</u> -	-
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$ -
5				10			
-	Direct Labor		······		Direct Labor		•
	Direct Costs	\$ -			Direct Costs	\$ -	
	Services by Others	\$ -			Services by Others	\$ -	•••
	Additional Services **	\$ -			Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		- \$ -

t#	Additional	services f	unds	require	prior	authorization	before	use
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TO TAL 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):

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Pro	ect	NQ.

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Ca		

GSG Consultants, Inc.

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.

	***************************************			6				
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)		_ _\$	
				7				
Direct Labor				•	Direct Labor	\$ -		
Direct Costs					Direct Costs	\$ -	_	
Services by Others	***************************************	Y272Y02X00X7XXXXXXXXXXXXXXXXXXXXXXXXXXXX			Services by Others	\$ -		
Additional Services **					Additional Services **	\$ -		
Total this Subconsultant (ULC)			\$ -		Total this Subconsultant (ULC)		_ 	
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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)	***************************************	- _\$	
				9				
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)		- \$	
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Direct Labor	\$	-			Direct Labor	\$ -	_	
Direct Costs	\$	-	mak.		Direct Costs	\$ -		
Services by Others	\$	_	none.		Services by Others	\$ -	•••	
Additional Services **	\$	-	_		Additional Services **	\$ -	_	
Total this Subconsultant (ULC)			\$		Total this Subconsultant (ULC)		\$	
onal services funds require prior autho	rization before	use			TOTAL Non-DBE/MBE/M	/BE 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:	Jones Moore Construction & Consulting LLC	_
Contract Number:	I-17-4304	
Proposal Date:	9/5/2017	
Exhibit Pointers	Editable cells in each exhibit are underlined in red	
	Notes and guidance for each exhibit are on the right of the e	•

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Consultant:

Jones Moore Construction & Consulting LLC

-
Mar Apr May

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Consultant:

1-17-4304

Contract Number:

tant: Jones Mo

Jones Moore Construction & Consulting LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

					7. E			EARIBIL A. ESTIMATED TASK WORK TOOKS	?				
_					2	ATHS of	MONTHS of VEAR 2018	85					TOTAL
TASK	Jan	Feb	Mar	Apr	May	unf	Jul.	Aug	Sep	Oct	Nov	Dec	
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Design Upon Request	40	40	40	40	40	40	40	04	04	04	€	2	100

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TOTALS	40	40	40	40	40	40	40	40	40	40	40	40	480

Contract Number:	1-17-4304	4304				Con	Consultant:	Š	nes Moor	e Constru	Jones Moore Construction & Consulting LLC	onsulting	TC
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TASK	Jan	Feb	Mar	Apr	Мау	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Request	30	30	90	30	30	30	30	30	30	25	25	25	345
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TOTALS	30	30	30	30	30	30	30	8	30	25	25	25	345

Contract Number:	1-17-	1-17-4304				Con	Consultant:	2	Jones Moore Construction & Consulting LLC	Constru	ction & Co	onsulting	ררכ
	_			EXHIB	IT A: EST	EXHIBIT A: ESTIMATED TASK WORK HOURS	TASKV	VORK HO	OURS				
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TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
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TOTALS	25	25	25	25	25	25	25	25	25	20	20	20	285

Contract Number:	-11-	1-17-4304				Cod	Consultant:	O _C	nes Moor	Jones Moore Construction & Consulting LLC	ction & Co	onsulting	TLC
				EXHIE	SIT A: ES	TIMATE) TASK	EXHIBIT A: ESTIMATED TASK WORK HOURS	OURS			-	
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TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Request	15	15	15	15	15	15	15	15	15	15	15	15	180
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TOTALS	15	15	15	15	15	15	15	15	15	15	15	15	180

Contract Number:	1-17.	1-17-4304				Con	Consultant:	ob	nes Moor	Jones Moore Construction & Consulting LLC	ction & Co	onsulting	ПС
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TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
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Contract No.:	I-17-4304	Consultant:	Jones Moore Construction	n & Consulting LLC		
	P-VI 11=	NT D EEE OAL	0.U. 47.0.V.0			
	EXHIE	BIT B: FEE CALC	CULATIONS			
A. DIRECT LABO	PR (without overtime)					
	1,470.00 X (Total Work Hours from Exhibit C-2)	\$ 48.54 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SALAR	Y \$ 71,353.80		
	tiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2		D)	2.80		
	DIRECT	REGULAR SALA	ARY TIMES MULTIPLIER	\$ 199,790.64		
	BLE DIRECT COSTS NO r Prime Consultant listed above.)		R PROFIT TOTAL DIRECT COSTS	s \$209.36		
C. SERVICES BY	OTHERS					
То	tal Allowable Fee DBE/MBE/WBE	Subconsultant (from	Exhibit H) _\$ -	_		
Total Allowab	le Fee Non-DBE/MBE/WBE Subco	onsultant (from Exhibi	it H (cont)) _\$	_		
			TOTAL SERVICES BY OTHERS			
D. ADDITIONAL	SERVICES (Prime Consultan		STEELINEELUSANINANAN NAMEN ARABAN SIINA			
ADDITIONAL	SERVICES (Subconsultants)		quires prior authorization before use			
		(Red	TOTAL ADDITIONAL SERVICES quires prior authorization before use			
E. MAXIMUM AL	LOWABLE FEE (Upper Lim	nit of Compensation)		\$ 200,000.00		

							021							-	, g	
cition & Consolining FEC							1/1/2021 - 12/31/2021	Date Date Date 12.0	0.09	20.00% Escalation Factor Fifth Period		1	Date Date	60.0	Escalation Factor Tenth Period	
		SCALATION TABLE	No. OF MONTHS			hrough 5	1/1/2020 - 12/31/2020	Date Date	0.09	20.00% Escalation Factor Fourth Period	ırough 10	1	Date Date	60.0	Escalation Factor Ninth Period	. · · .
Consulant		EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	60	1/1/2018	%0	ESCALATION PER YEAR Year 1 through 5	1/1/2019 - 12/31/2019	Date Date	60.0	20.00% Escalation Factor Third Period	ESCALATION PER YEAR Year 6 through 10	ı	Date Date	60.0	Escalation Factor Eighth Period	100.00%
1004		EXHIBIT C-1: P	CONTRACT TERM: SCHEDULED START DATE:	RAISE DATE:	PERCENT OF RAISE:	ESCALA	1/1/2018 - 12/31/2018	Date Date	60.0	20.00% Escalation Factor Second Period	ESCALAI		Date Date	0.09	Escalation Factor Seventh Period	escalation factor for this project is:
Contract No.: 1-17-4504	Date: 9/5/2017						11/1/2017 12/31/2017	Date Date	0.09	3.33% Factor First Period		1/1/2022 - 10/31/2022	Date Date 10.0	60.0	16.67% Escalation Factor Sixth Period	The escala

Contract No.: 1-17-4304

Jones Moore Construction & Consulting LLC

ũ	Contract No.:	I-17-4304			Consultant:	Jones	Moore Construc	Jones Moore Construction & Consulting LLC	LLC
	ſ				i	; ; 1			
	Date:	9/5/2017			Escala	Escalation Factor: _	100.00% (From Exhibit C-1)		
<u></u>		EXHIBIT C-2: DIRECT LABOR C		TION MAN-H	ASSIFICATION MAN-HOURS AND RATES	RATES		OVERTIME PREMIUM	COST
						Total Estimated Work Hours:	1,470.00	Total Estimated O/T Hours:	
						Average Hourly Rate: _	\$48.54	Average Premium O/T Hourly Rate:	
						Total Direct Labor	\$71,353.80	Total Overtime Premium:	
	Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to	Escalated Average Hourly Rate for Classification (See Note B to	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to	Estimated Overtime Hours (Overtime Hours Only) (See Note D1 Right)
	No	Principal	\$50.00	\$70.00	\$60.00	\$60.00	200.00		
	No	Project Manager	\$40.00	\$70.00	\$45.00	\$45.00	270.00		
	No	Senior Engineer/Planner	\$40.00	\$70.00					
	No	Resident Engineer	\$40.00	\$70.00	\$56.00	\$56.00	200.00		
·	No	Project Engineer/Planner	\$25.00	\$60.00	\$45.00	\$45.00	800.00		
	No	Staff Engineer/Planner	\$20.00	\$40.00					***************************************
***************************************	No	Engineer /Accountant	\$20.00	\$60.00					***************************************
	No	Senior Technical Specialist	\$25.00	\$60.00					
	No	Technical Specialist	\$15.00	\$50.00					***************************************
EXI	No	Architect	\$30.00	\$70.00					
<u> 118</u>	No	Realty Specialists	\$20.00	\$70.00					- The state of the
IT	No	Intern	\$8.25	\$20.00					
<u>"1</u> "	No	Admin/Clerical	\$8.25	\$40.00	***************************************				***************************************

Version 15

Contract No.: _	I-17-4304	Consultant:	Jones Moore Construction & Consulting LLC
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Date: 9/5/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Louis Jones	\$50 - \$70
	Principal	Shilu S. Agrawal	
Project Manager	Civil Engineer	Ali Amodi	\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer	Project Engineer Construction	Amin Yaghmour	\$40 - \$70
Project Engineer/Planner	Project Engineer Civil	Anant Rajguru	\$25 - \$60
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			\$8.25 - \$40
-			

		:	

Consultant:

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. http://www.illinoistollway.com/documents/10157/2389762/12 LG T OLLWAY XX ALLOWABLEDIRECTCOSTS 10012013.PDF C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received

from the Chief Engineer prior to its inclusion. List those below:

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 209.36

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

Actual Cost

Utility exploratory trenching

- *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."

Construction Inspection

Construction Inspection Communications:

Cell PhonesUnallowableRadio CommunicationActual Cost2-way RadioActual Cost

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential Actual Cost based on firm policy

NOTES:

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

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

Jones Moore Construction & Consulting

Contract No.:	I-17-4304	Consultant:	LLC	*
		EXHIBIT E - KEY PROJECT PERSONNEL		
Project Principa	al:			
Project Manage	er:	Ali Amodi		
Project Enginee	er:			
Resident Engin	eer:			
Documentation	Engineer:			
Project Civil En	gineer:	Anant Rajguru		
Project Structural Engineer:				
Project Drainag	je Engineer:			
Senior Enginee	r:			
Others:	Name:			
	Classification:			
	Name:			
	Classification:			
	Name:			
	Classification:			
	Name:			
	Classification:			-

JONES MOORE

CONSTRUCTION & CONSULTING, LLC

ALI AMODI CONSTRUCTION ENGINEER	

JONES MOORE CONSTRUCTION & CONSULTING, LLC

JONES MOORE

CONSTRUCTION & CONSULTING, LLC

ANANT RAJGURU STRUCTURAL ENGINEER

Anant **EXAMB**IT "1"
Page **190** of **314**

JONES MOORE CONSTRUCTION & CONSULTING, LLC

ANANT REXHIBIT 2'1" Page **191** of **314**

EXHIBIT F

Contract No. I-17-4304

Jones Moore Construction & Consulting LLC <u>SCOPE OF SERVICES</u>

A detailed scope of work will be defined at the time a specific project has been identified

EXHIBIT G

Contract No. I-17-4304

Jones Moore Construction & Consulting 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

Contract No.:	I-17-4304	Consultant:	Jones Moore Construction & Consulting LLC
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EXHIBIT H - SERVICES BY OTHERS

WBE SUBCONSULTAN	NTS					
			6			
Direct Labor				Direct Labor		
Direct Costs				Direct Costs	\$ -	NAMES OF THE OWNER, WHEN THE O
Services by Others				Services by Others	\$ -	
Additional Services **				Additional Services **	\$ -	
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Direct Costs				Direct Costs	\$ -	
Services by Others				Services by Others	\$ -	
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Additional services funds require prior authorization before use	TOTAL DBE/MBE/WBE Subconsultants:	\$ •
	TOTAL Additional Services DBE/MBE/WBE Subconsultants:	\$
	TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:	\$
	DRE/MREWRE Percentage of Total Fee (includes Additional Services):	•

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Jones Moore Construction & Consulting 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	R SUBCONSULTANTS (NOT	DBE/MBE/WBE)					
1				6			
*******	Direct Labor				Direct Labor		···
	Direct Costs		_		Direct Costs	\$ <u>-</u>	<u>.</u>
	Services by Others				Services by Others	\$ -	_
	Additional Services **		_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$ -	_	Total this Subconsultant (ULC)		\$
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2	Direct Labor			7	Direct Labor	\$ -	no.
	Direct Costs		····		Direct Costs	\$ -	
	Services by Others				Services by Others	\$ -	-
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	Direct Labor	\$ -	•••		Direct Labor	\$ -	war .
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	Direct Labor	\$ -			Direct Labor	\$ <u>-</u>	
	Direct Costs	\$ -	••••		Direct Costs	\$ -	
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	Additional Services **	<u> </u>	_		Additional Services **	\$ -	_
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	Direct Labor	\$ -			Direct Labor	\$ -	
	Direct Costs	\$ -			Direct Costs	\$ -	nove
	Services by Others	\$ -			Services by Others	\$ -	••••
	Additional Services **	\$ -			Additional Services **	\$ -	
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Aduitio	nal services funds require prior author	izauon delore use			TOTAL Non-DBE/MBE/	Wee Subconsultants:	· <u>-</u>
				TOTAL Add	itional Services Non-DBE/MBE/	WBE Subconsultants	: <u>\$</u> -
				TOTAL	_ Allowable Fee Non-DBE/MBE/	WBE Subconsultants:	: \$ -

Contract Information Sheet

Complete the follo	owing information and it will be populated on every exhibit.	
Consultant Name:	Peralte-Clark, LLC	
Contract Number:	I-17-4304	
Proposal Date:	9/5/2017	
E Julius Baintana		
Exhibit Pointers	Editable cells in each exhibit are underlined in red	
	Notes and guidance for each exhibit are on the right of the exhi	ibits in yellow text boxes
	A full set of instructions to complete the exhibits is available on	the Tollway's website

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Peralte-Clark, LLC		Grand Total Exhibit A Hours		Nov	34		***************************************													34	
Peralte-		and Total		Oct																	
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	EXHIBIT A: ESTIMATED TASK WORK HOURS		017	Aug				***************************************												·	
Consultant:	TASK V		: YEAR 20	Jul																	
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TOTAL HOURS

Peralte-Clark, LLC

Consultant:

1-17-4304

Contract Number:

TOTALS

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Contract Number: 1-17-430

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Consultant:

Peralte-Clark, LLC

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					MO	MONTHS of YEAR 2020	YEAR 20)20		Av.			TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Request	24	24	24	24	24	24	24	24	24	24	24	24	288
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Contract Number:	1-17-4304	1304				Con	Consultant:			Peralte-(Peralte-Clark, LLC		
				EXHIB	IT A: ES	TIMATED	TASKV	EXHIBIT A: ESTIMATED TASK WORK HOURS	URS				
					O M	MONTHS of YEAR 2021	YEAR 20	121			·		TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Request	24	24	24	24	24	24	24	24	24	24	24	24	28
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TOTALS	24	24	24	24	24	24	24	24	24	7.7	74	24	87

1-17-4304	
tract Number:	
Con	

Consultant:

Peralte-Clark, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

					S	MONTHS of YEAR 2022	VEAR 20	22					TOTAL
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	70		Č	70	č	70	VC	70	76	22			238
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TOTALS	24	24	24	24	24	24	24	24	24	22			238

Contract No.:	1-17-4304	Consultant:		Peralte-Clar	k, LLC	
	EXHIB	IT B: FEE CAL	<u>CULATI</u>	<u>ONS</u>		
A. DIRECT LABOR	₹ (without overtime)					
	1,478.00 X (Total Work Hours from Exhibit C-2)	\$ 47.20 (Average Hourly Rate from Exhibit C-2)	. =	TOTAL DIRECT SALAR	Y_\$	69,761.60
	plier to be used on this project: lowable Multiplier = (2.8 DSE) (2.9	5 or 2.8 CM) (2.5 PMC))		***************************************	2.80
	DIRECT I	REGULAR SAL	ARY TIN	MES MULTIPLIER	\$	195,332.48
	LE DIRECT COSTS NOT Prime Consultant listed above.)	ELIGIBLE FOI	R PROF	ΙΤ		
				TOTAL DIRECT COSTS		\$4,667.52
C. SERVICES BY	OTHERS					
Tot	tal Allowable Fee DBE/MBE/WBE	Subconsultant (from	Exhibit H)	\$ -		
Total Allowabl	le Fee Non-DBE/MBE/WBE Subco	onsultant (from Exhib	it H (cont))	\$ -	_	
			тота	AL SERVICES BY OTHERS	\$	·
D. ADDITIONAL S	ERVICES (Prime Consultant)		equires pri	or authorization before use	•••• •)	
ADDITIONAL S	ERVICES (Subconsultants)			or authorization before use		
		(Re		L ADDITIONAL SERVICES or authorization before use		
E. MAXIMUM ALL	OWABLE FEE (Upper Limit	t of Compensation)			\$	200,000.00

Rev. 6/2016

Version 15

Escalation Factor Tenth Period

Escalation Factor Ninth Period

Escalation Factor Eighth Period

Escalation Factor Seventh Period

16.67% Escalation Factor Sixth Period 100.00%

The escalation factor for this project is:

Date

10.0

|-| 10/31/2022

1/1/2022

0.09

60.0

60.0

- 12/31/2021

1/1/2021

- 12/31/2020

1/1/2020

1/1/2019 |- | 12/31/2019

1/1/2018 - 12/31/2018

11/1/2017 |- | 12/31/2017

ESCALATION PER YEAR Year 1 through 5

%0

PERCENT OF RAISE:

Peraite-Clark, LLC

Consultant:

1-17-4304

Contract No.:

9/5/2017

Date:

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

No. OF MONTHS

11/1/2017

SCHEDULED START DATE:

RAISE DATE:

9

CONTRACT TERM:

Date

0.09

12.0

12.0

12.0

12.0

20.00% Escalation Factor Fifth Period

20.00% Escalation Factor Fourth Period

20.00% Escalation Factor Third Period

20.00% Escalation Factor Second Period

3.33% Factor First Period **ESCALATION PER YEAR Year 6 through 10**

3/2016
Rev.

1-17-4304 Contract No.:

9/5/2017

Date:

Escalation Factor:

Consultant:

100.00%

Peralte-Clark, LLC

(From Exhibit C-1)

See Note D to **OVERTIME PREMIUM** DIRECT COST Average Total Overtime Premium: **Estimated O/T** Hours: Premium O/T Hourly Rate: (See Note C to **Hourly Rate Escalated** Overtime Average Premium Right) \$47.20 130.00 1,348.00 1,478.00 \$69,761.60 **Work Hours** (Including **Estimated** Overtime) Labor \$70.00 \$45.00 Total **Estimated Total Direct** Work Hours: Average Hourly Rate: See Note A to See Note B to Classification **Hourly Rate Escalated** Average Right) EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES Classification \$45.00 \$70.00 Hourly Rate Average Right) \$70.00 \$70.00 \$60.00 \$40.00 \$70.00 \$70.00 Classification **Hourly Rate** MAXIMUM Tollway 'Yes' must be selected in Column A \$50.00 \$40.00 \$20.00 \$40.00 \$40.00 \$25.00 Classification **Hourly Rate** MINIMOM Tollway **Tollway Classification** Project Engineer/Planner Senior Engineer/Planner Staff Engineer/Planner Resident Engineer Project Manager Principal Classification Eligible for **Overtime?** Premium ŝ S ŝ S 읟 S

Hours Only)

Right)

(Overtime

Estimated Overtime Hours

ဍ

Senior Technical Specialist

Technical Specialist

Architect

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Realty Specialists

Intern

Engineer /Accountant

운 운 \$20.00

\$8.25

\$70.00

\$20.00

\$70.00

\$60.00 \$60.00 \$50.00

\$20.00 \$25.00 \$15.00 \$30.00 Consultant: 1-17-4304 Contract No.:

Escalation Factor: 9/5/2017

Date:

Peralte-Clark, LLC

100.00% (From Exhibit C-1)

	EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES	CLASSIFICA	TION MAN-H	OURS AND I	RATES		DIRECT COST OVERTIME PREMIUM	COST
					Total Estimated Work Hours:	1,478.00	Total Estimated O/T Hours:	
					Average Hourly Rate:	\$47.20	Average Premium O/T Hourly Rate:	
	'Yes' must be selected in Column A	E Co	<		Total Direct Labor	\$69,761.60	Total Overtime Premium:	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Average Hourly Rate for Classification (See Note A to (See Note B to Right)	Escalated Average Hourly Rate Classification (See Note B to	Estimated Work Hours (including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Admin/Clerical	\$8.25	\$40.00	***************************************				

EXHIBIT "1" Page **206** of **314** Version 15

Contract No.: 1-17-4304	Consultant:	Peralte-Clark, LLC	
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Date: 9/5/2017

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	President	Jean-Alix Peralte	\$50 - \$70
	Vice President	John A. Clark	
Project Manager			\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Design Engineer	Allison Eberhardt	\$25 - \$60
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	•		\$25 - \$60
Fechnical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
ntern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40
·			
			· ·

Contract No.:	I-17-4304	Consultant:	Peralte-Clark, LLC
		EXHIBIT D	
	REIMBURSABLE D	IRECT COSTS - WORKSHE	ET ESTIMATES
Α.		IT - rate based on link below Employees/travel/Pages/TravelF	Reimbursement.aspx
В.		STS - based on link below n/documents/10157/2389762/12 EDIRECTCOSTS 10012013.PD	
C.	Allowable Direct Costs list	- For any expense not include , written permission must be ior to its inclusion. List those	received
	DIRECT COST CATEGORY	,	
	None		
	W		

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 4,667.52

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	Chata Data (B.A., dansara)
	State Rate (Maximum)
Lodging Air Fare	State Rate (Maximum) Coach Rate with 2 weeks advance
All rare	
Vahialaa	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
The broad ability and mapping	A de la contraction de la cont

Actual Cost

Utility exploratory trenching

- *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."

Construction Inspection

Construction Inspection Communications:

Cell PhonesUnallowableRadio CommunicationActual Cost2-way RadioActual Cost

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential Actual Cost based on firm policy

NOTES:

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

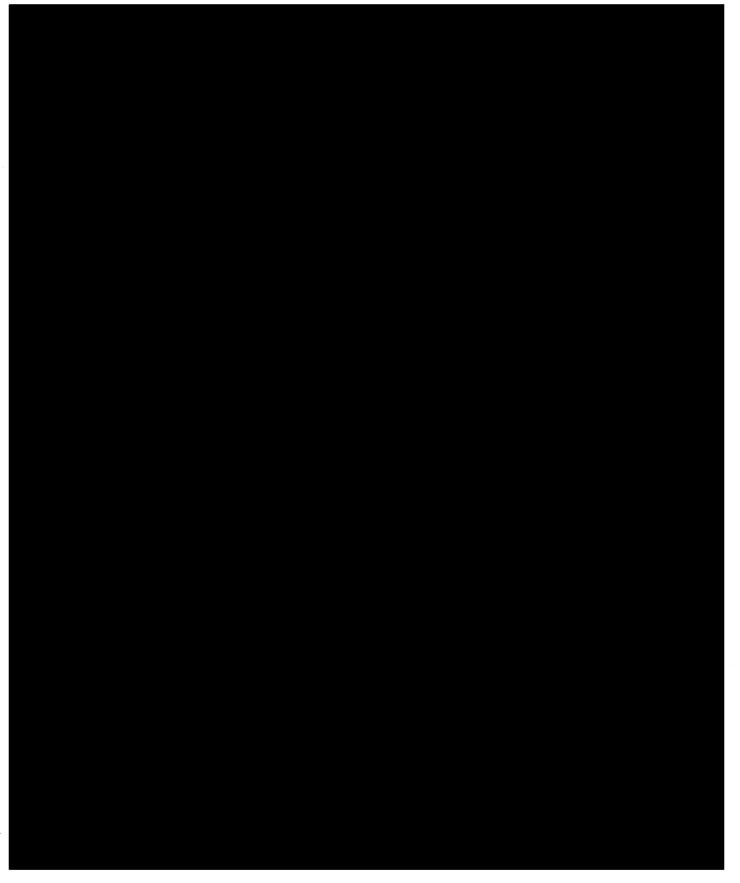
^{**}Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

Contract No.:	I-17-4304	Consultant:	Peralte-Clark, LLC
	<u>I</u>	EXHIBIT E - KEY PROJECT PERS	ONNEL .
Project Princip	al:		
Project Manage	er:		
Project Engine	er:		
Resident Engir	neer:		
Documentation	n Engineer:		
Project Civil Er	ngineer:		
Project Structu	ıral Engineer:		
Project Drainag	ge Engineer:		
Senior Enginee	er:		
Others:	Name:	Jean-Alix Peralte	
	Classification:	QA/QC Manager Roadway	
	Name:	John A. Clark	
·	Classification:	MOT/Staging	
	Name:		
	Classification:		
	Name:		
	Classification:		

JEAN-ALIX PERALTE, P.E., PTOE SENIOR CIVIL ENGINEER



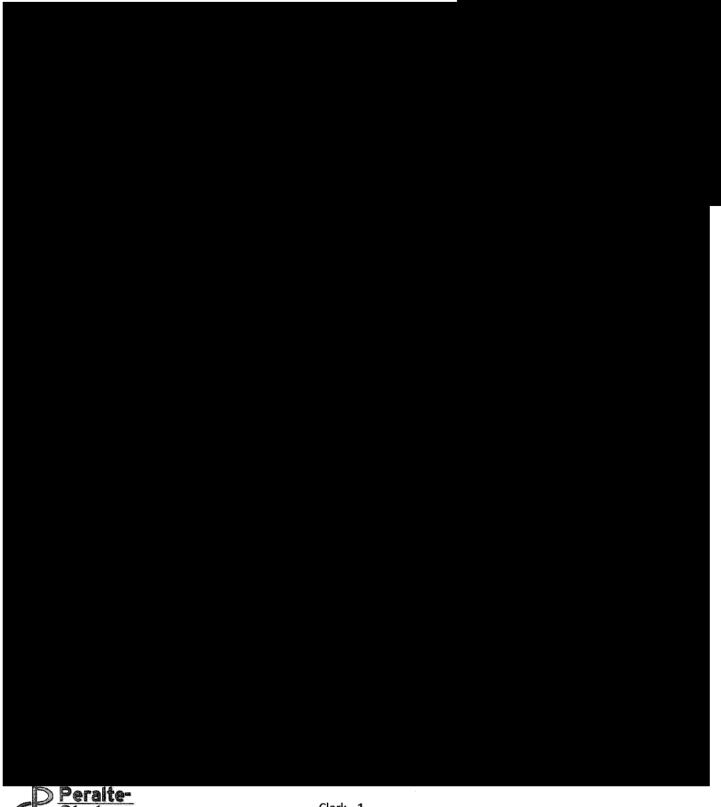






JOHN A. CLARK, P.E.

SENIOR CIVIL ENGINEER





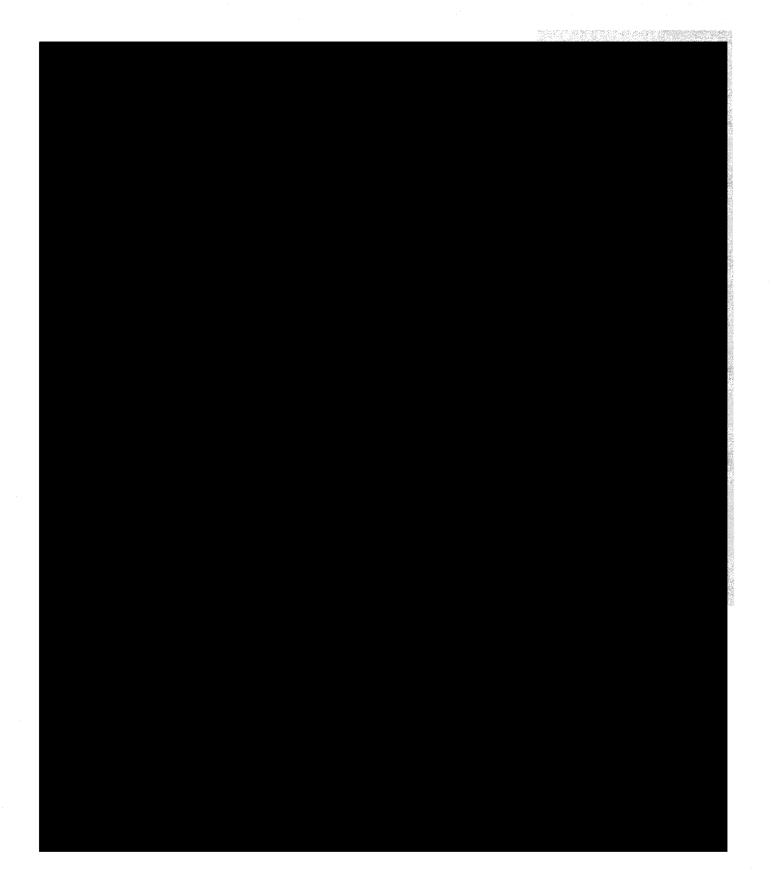




EXHIBIT F

Contract No. I-17-4304 Peralte-Clark, LLC

SCOPE OF SERVICES

A detailed scope of work will be defined at the time a specific project has been identified.

EXHIBIT G

Contract No. I-17-4304

Peralte-Clark, 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
None	None	None	None	None

Contract No.:	I-17-4304	Consultant:	Peralte-Clark, 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.

	IBE					

1			•••	6			-
	Direct Labor		•••		Direct Labor		
	Direct Costs		·		Direct Costs	\$ -	•
	Services by Others				Services by Others	\$ - <u> </u>	-
	Additional Services **		_		Additional Services **	\$	_
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$
•							
	Direct Labor			7	Bi		-
	Direct Costs	***************************************	•••		Direct Labor Direct Costs	•	-
	Services by Others					\$ -	-
	Additional Services **		-		Services by Others	\$ -	•
			-		Additional Services **	\$ -	-
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		<u> </u>
3				8			
	Direct Labor				Direct Labor		w.
	Direct Costs	\$ -	•••		Direct Costs	\$ -	_
	Services by Others	\$ -	••••		Services by Others	\$ -	-
	Additional Services **	\$ -	_		Additional Services **	\$	_
	Total this Subconsultant (ULC)		<u>\$</u>		Total this Subconsultant (ULC)		\$ -
4				٥			
-	Direct Labor		-	J	Direct Labor		-
	Direct Costs	\$ -	-		Direct Costs	\$ -	•
	Services by Others	\$ -	•••		Services by Others		•
	Additional Services **	\$ -	•••		•	\$ -	-
		-	-		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		
5				10			
***************************************	Direct Labor	,	***	-amona	Direct Labor		-
	Direct Costs	\$ -	•••		Direct Costs	\$ -	-
	Services by Others	\$ -	www.		Services by Others	\$ -	
	Additional Services **	\$ -	nav		Additional Services **	\$ -	•
	Total this Subconsultant (ULC)	_ 	- \$ -		Total this Subconsultant (ULC)		• \$ -
	· · · · · · · · · · · · · · · · · · ·				. Can the Capacitisuitant (OLC)		-

* Additional services	funds r	equire 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):

Dro	iect	NΛ

1.4	7-430	4

Α-			4 -
Co	nsı	шк	ant:

Peralte-Clark, 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	CLIBCONGLI	TANTS (NOT	DBE/MBE/WBE)
UITER	SUBCOMSUL	LIANISINUI	UDE/MDE/MDE/

					•		
1				6			
	Direct Labor		ns.		Direct Labor		_
	Direct Costs				Direct Costs	\$ -	-
	Services by Others	•			Services by Others	\$ <u>-</u>	
	Additional Services **	-			Additional Services **	\$	_
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		- s -
2				_			
	Direct Labor		···	7			•
			•••		Direct Labor	\$ -	-
	Direct Costs		-		Direct Costs	\$ -	
	Services by Others	***************************************	-		Services by Others	<u>s</u> -	•
	Additional Services **		-		Additional Services **	\$ -	-
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
3			<u></u>	8			<u>.</u>
	Direct Labor	\$	***		Direct Labor	\$	···
	Direct Costs	\$ -	•••		Direct Costs	\$ -	-
	Services by Others	\$			Services by Others	\$ -	_
	Additional Services **	\$	_		Additional Services **	<u> </u>	_
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		- \$
				_			
4	Discoult de la company	•	•••	9			
	Direct Labor	\$ -			Direct Labor	\$ -	
	Direct Costs	\$ -			Direct Costs	\$ -	
	Services by Others	\$ -	na.		Services by Others	\$	···
	Additional Services **	\$	_		Additional Services **	\$ -	-
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$ -
5			_	10			
	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)		- \$ -
					· ····································		

* /	Additional	services	funds	require	prior	authorization	before	use
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TOTAL Non-DBE/MBE/WBE Subconsultants:	\$ <u>-</u>

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	SE3, LLC	
Contract Number	I-17-4304	
Proposal Date:	9/5/2017	
Exhibit Pointers	Editable cells in each exhibit are underlined in red	

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

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

1-17-4304

Consultant:

SE3, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

									้อ	and Tota	Grand Total Exhibit A Hours	A Hours	3,230
													TOTAL
					MO	MONTHS of YEAR 2017	YEAR 20	117					HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Request											75	75	150

		***************************************	***************************************					***************************************		***************************************			
	***************************************	***************************************	***************************************					***************************************				***************************************	
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TOTALS											75	75	150

Contract Number:	I-17-	1-17-4304				Con	Consultant:			SE3	SE3, LLC		
		And the second s		EXHIE	SIT A: ES	TIMATE	TASKV	EXHIBIT A: ESTIMATED TASK WORK HOURS	URS	ŕ	·		
					MO	MONTHS of YEAR 2018	YEAR 20	118					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Request	75	80	80	80	80	80	80	08	80	80	80	80	955
			A COLUMN TO SERVICE STATE OF THE SERVICE STATE OF T										
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TOTALS	75	08	80	80	80	80	80	80	80	80	80	80	955
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TASK Jan Feb Mar Design Upon Request 75 75	08	### PACK HOURS MONTHS of YEAR 2019 Sep Se	MATED 1 THS of Y	ESTIMATED TASK WOF	PE Aug 80	RS Sep	00ct	Nov 80	Dec	TOTAL HOURS
Upon Request 75 75 75		MON1 80	Name of Y	Jul 80	Aug 80		0ct 80	Nov 80	Dec	TOTAL HOURS
Upon Request 75 75	Apr	May 80	Jun 80	Jul 80	08 08	80 80	90 Oct	Nov 80	Dec	HOURS HOURS
Upon Request 75 75 75	Apr	30	08 80	80	8	Sep 80	Oct 80	Nov 80	Dec	950
75		08	08	80	80	80	80	80		950

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		***************************************		***************************************						
					-					
TOTALS 75 75	80	80	80	8	80	08	80	80	80	950

EXHIBIT "1" Page **224** of **314**

tract Number:	-12-	4304				S	Sultant:			ひ口り	, LLC			
				EXHIB	IIT A: ES [.]	TIMATED	TASKV	VORK HC	ours					
					W	NTHS of	YEAR 20	20					TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
n Upon Request	70		09	09	09	50	50	90	50	50	50	40	650	
SAME Part														
	***************************************			***************************************					•					
									CONTRACTOR					
***************************************										-				
							-							
***************************************	***			***************************************										
correction commencement and a second contract of the contract										•				
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				-										
EXHIBIT A: ESTIMATED TASK WORK HOURS TOTA														
	S.	20	9	09	09	09	20	20	20	20	50	20	40	650

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 	EXHIBIT A: ESTIMATED TASK WORK HOURS	A: ESTI	IMATED '	TACK M/						
-				100 H	ORK HO	URS			·	
ŀ		MON	MONTHS of YEAR 2021	EAR 202	7.					TOTAL HOURS
Feb Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
40	04	30	30	30	30	30	30	30	30	400
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AND THE REAL PROPERTY OF THE P										

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***************************************	***************************************		***************************************		***************************************					
40 40	40	30	30	30	30	30	30	30	30	400

EXHIBIT "1" Page **226** of **314**

	•	TOTAL HOURS		125					-										125	
	Contract Number: F-17-4304 Consultant: Se3, LLC EXHIBIT A: ESTIMATED TASK WORK HOURS	·	Dec																	
, LLC			Nov					-	***************************************						-					
SE3			Oct	10											***************************************	***************************************			10	
			Sep	10															10	
		22	Aug	10		***************************************													10	
sultant:		MONTHS of YEAR 2022	Jul	10	***************************************													***************************************	10	
Con		NTHS of	Jun	10	минициональная принципальная	-													10	
		O N	May	10	***************************************		***************************************												10	
			Apr	10			****					***							10	
			Mar	10							***************************************		**************************************						10	
304			Feb	15									***************************************						15	
1-17-4			Jan	30		***													30	
Contract Number:		ı	TASK	Design Upon Request		***************************************													TOTALS	

Contract No.: _	I-17-4304	Consultant: _	SE3, LLC	
	EXH	IBIT B: FEE CALC	<u>ULATIONS</u>	
A. DIRECT LA	BOR (without overtime)			
	3,230.00 (Total Work Hours from Exhibit C-2)	X \$ 42.77 (Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SALARY	\$ 138,147.10
!	Multiplier to be used on this projec	ct.		2.80
·	Allowable Multiplier = (2.8 DSE)		•	
	DIREC	T REGULAR SALA	RY TIMES MULTIPLIER	\$ 386,811.88
B. REIMBURS	ABLE DIRECT COSTS N	OT ELIGIBLE FOR	PROFIT	
ı	(For Prime Consultant listed above	e.)		
			TOTAL DIRECT COSTS	\$13,188.12
C. SERVICES	BY OTHERS			
	Total Allowable Fee DBE/MBE/WB	BE Subconsultant (from E	exhibit H) _\$	-
Total Allow	vable Fee Non-DBE/MBE/WBE Sub	oconsultant (from Exhibit	H (cont)) _\$	-
			TOTAL SERVICES BY OTHERS	\$ -
D ADDITIONA	AL SERVICES (Prime Consult			
D. ADDITIONS	AL DEIVAIDES (Prime consuit	•	uires prior authorization before use)	•
ADDITIONA	L SERVICES (Subconsultant			.
		(Req	uires prior authorization before use)	
		(Req	TOTAL ADDITIONAL SERVICES uires prior authorization before use)	\$ -
F MAXIMUM	ALLOWABLE FEE (linner)	imit of Compensation		\$ 400,000,00

11/1/2017 - 12/31/2017	1/1/2018 -	- 12/31/2018	1/1/2019 -	12/31/2019	1/1/2020 -	12/31/2020	1/1/2021 -	12/31/2021
Date Date	Date 12	Date	Date 12.0	Date 0	Date 12	Date 12.0	Date 12	Date 12.0
0.09	0.09	0'1	0.09	0.	09	60.0	0.09	0.
3.33%	20.00%	%00	20.00%	%0	20.0	20.00%	20.0	20.00%
Factor First Period	Escalation Factor Second Period	r Second Period	Escalation Factor Third Period	or Third Period	Escalation Facto	Escalation Factor Fourth Period	Escalation Fac	Escalation Factor Fifth Period
		ESCALA	ESCALATION PER YEAR Year 6 through 10	AR Year 6 thr	ough 10			
1/1/2022 - 10/31/2022			1				1	
Date Date 10.0	Date	Date	Date	Date	Date	Date	Date	Date
0.09	0.09	0.0	0.09	0.	9	0.09	09	0.09
16.67% Escalation Factor Sixth Period	Escalation Factor Seventh Period	r Seventh Period	Escalation Factor Eighth Period	r Eighth Period	Escalation Fact	Escalation Factor Ninth Period	Escalation Fact	Escalation Factor Tenth Period
The esca	lation factor fo	escalation factor for this project is:	•	100.00%				

SE3, LLC

Consultant:

1-17-4304

Contract No.:

9/5/2017

Date:

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

No. OF MONTHS

ESCALATION PER YEAR Year 1 through 5

1/1/2018 11/1/2017 9

RAISE DATE:

SCHEDULED START DATE:

CONTRACT TERM:

PERCENT OF RAISE:

Consultant: 1-17-4304 Contract No.:

(From Exhibit C-1)

SE3, LLC

100.00% Escalation Factor: 9/5/2017 Date:

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES OVERTIME PREMIUM	Total Total Total Estimated O/T Work Hours: 3,230.00 Hours:	Average Average Average Hourly Rate: \$42.77	Total Direct Total Overtime Labor \$138,147.10 Premium:	Escalated Overtime Overtime	Tollway Classification Classificatio	\$40.00 \$70.00 \$70.00 \$70.00	Engineer/Planner \$40.00 \$70.00 \$51.80 \$51.80 480.00	ant Engineer \$40.00 \$70.00	t Engineer/Planner \$25.00 \$60.00 \$44.97 \$44.97 1,200.00	ingineer/Planner \$20.00 \$40.00 \$28.66 \$28.66 660.00	ser /Accountant \$20.00 \$60.00 \$27.69 \$27.69 44.00	Technical Specialist \$25.00 \$60.00 \$42.13 \$42.13 610.00	ical Specialist \$15.00 \$50.00	ect \$30.00 \$70.00	Specialists \$20.00 \$70.00	UC 06	\$0.50
EXHIBIT C-2: DIRECT LAB						Project Manager	Senior Engineer/Planner	Resident Engineer	Project Engineer/Planner	Staff Engineer/Planner	Engineer /Accountant	Senior Technical Specialist	Technical Specialist	Architect	Architect \$30.00 Realty Specialists \$20.00		
				Classification Eligible for Premium	Overtime?	ON.	No	No	N _O	No	No	No			IBI	T.	

Version 15

Contract No.:	I-17-4304	Consultant:	SE3, LLC	
•				

Date: 9/5/2017

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	President	Pamela A. Corrello	\$50 - \$70
Project Manager	Senior Project Manager	Jason R. Martin	\$40 - \$70
		Brian K. Scifers	
		Raymond K. Kumapley	
Senior Engineer/Planner	Project Manager	Keith L. Keslinke	\$40 - \$70
		Steve M. Schuessler	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	David W. Bennett	\$25 - \$60
		Adam R. Moline	
		Ryan R. Doerrer	
Staff Engineer/Planner	Staff Engineer	Evelina Perry	\$20 - \$40
		Stanley Y. Cho	
		Brooke A. Snow	
		Alice W. Ha	
Engineer /Accountant	Accountant	Sandra O. Clocuh	\$20 - \$60
Senior Technical Specialist	Technician	Steven V. Johnson	\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrative Assistant	Kristen M. Martin	\$8.25 - \$40
		Nancy J. Carlson	
		Pamela A. Corrello	
<u>, </u>			
	· ·		

Contract No.:	I-17-4304	Consultant:		SE3, LLC
		EXHIBIT D		
	REIMBURSABLE DII	RECT COSTS - WORK	SHEET ESTIMATE	S
Α.	VEHICLE REIMBURSEMEN	Γ rate hased on link he	Plow	
Α.	http://www2.illinois.gov/cms/E			aspx
В.	ALLOWABLE DIRECT COST http://www.illinoistollway.com/			
	OLLWAY XX ALLOWABLE			
C.	ITEMIZED DIRECT COSTS -	For any expense not in	cluded in the	
	Allowable Direct Costs list, from the Chief Engineer pri			
	nom me omer Engineer pri	or to its mondon. Else	alogo bolow.	
	DIRECT COST CATEGORY			
	None		,	
	жино по			
	·			

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 13,188.12

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
control and proceedings	

Actual Cost

Actual Cost

Aerial photography and mapping

Utility exploratory trenching

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Unallowable

Actual Cost

Actual Cost

Construction Inspection Communications:

Cell Phones
Radio Communication
2-way Radio

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one
Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

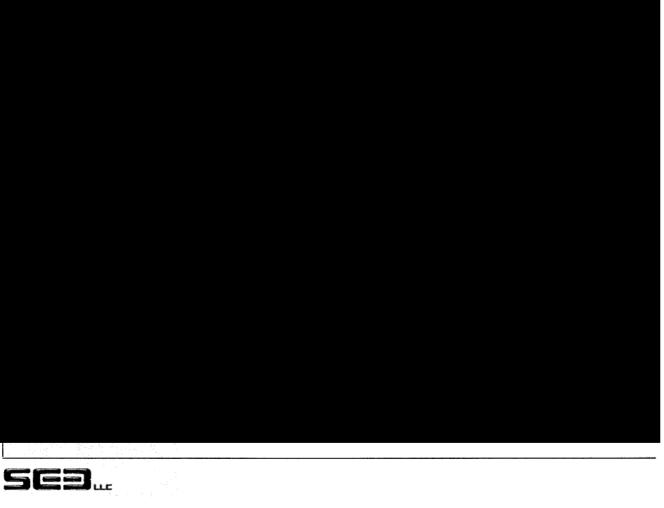
NOTES:

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

Contract No.:	I-17-4304	Consultant:	SE3, LLC
	<u> </u>	XHIBIT E - KEY PROJECT PERSONNEL	
Project Princip	al:		
Project Manage	er:		
Project Engine	er:		
Resident Engir	neer:		
Documentation	n Engineer:		
Project Civil E			
i roject civii Ei	ngmeer.		
Project Structu	ıral Engineer:		
Project Draina	ge Engineer:		
Senior Engine	er:		
Others:	Name:	Brian K. Scifers	
	Classification:	Lead ITS Engineer	
	Name:	Keith L. Keslinke	
	Classification:	Barrier Warrant Analysis Engineer	,
	Name:		
	Classification:		
	Nama		*
	Name:		
	Classification:		

Brian K. Scifers, P.E., PTOE

Senior Project Manager





Brian K. Scifers, P.E., PTOE Senior Project Manager	
Senior Project Manager	



Keith L. Keslinke, P.E.

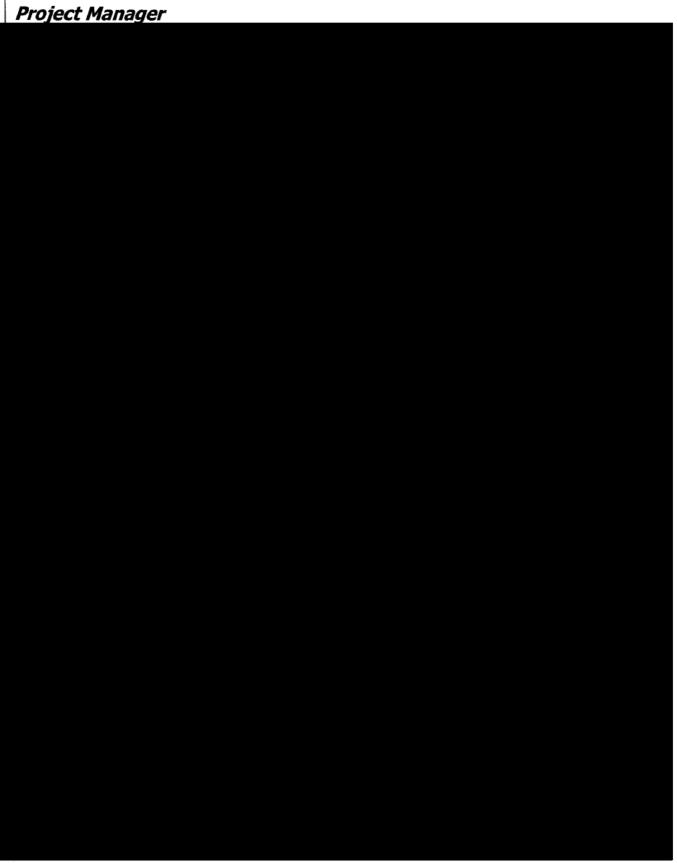




EXHIBIT F

Contract No. I-17-4304

SE3, LLC

SCOPE OF SERVICES

A detailed scope of work will be defined at the time a specific project has been identified.

EXHIBIT G

Contract No. I-17-4304

SE3, LLC

CURRENT OBLIGATIONS FOR PROJECTS

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
RR-10-9973	Illinois Tollway, GEC Contract	\$6,696,691.21	\$616,577.23	12/31/2017
PTB 159/11	IDOT, US 45 from IL 132 to Washington ST.	TBD	TBD	TBD
P-91-346-15	IDOT, Phase I Various Geometrics Program Management	\$83,402.63	\$ 6,124.63	5/31/2019
RR-16-4265	Illinois Tollway, DCM Contract	13,315,050.50	TBD	4/01/2023
D-91-008-14	IDOT, IL 47 from Charles Road to North of IL Route 120, Phase II	TBD	TBD	TBD
D-91-199-16	IDOT Phase II Various-Various	TBD	TBD	TBD
MO-12-1237	Illinois Tollway, Pavement Management Services	\$135,000.00	\$1,944.68	12/31/2017
I-13-4613	Illinois Tollway, Elgin-O'Hare CUR, CM	\$500,000.00	\$10,647.14	12/31/2017
D-91-104-14	IDOT, Phase II Various-Various	\$250,000	\$12,579.57	12/31/2017
P-91-119-14	IDOT, Various/ Various Phase 1	\$103,566.18	\$ 13,425.02	8/31/2017
PTB 173/12	IDOT, Various/ Various Phase II Traffic Signal Design	\$600,000	\$600,000	12/31/2019
PTB 164/4	IDOT, US 45 (Milburn Bypass)Phase II	\$157,886.21	\$1,137.64	12/31/2017
RR-13-4116	Illinois Tollway, I-88, Reconstruction, York to I-290	\$263,745.22	\$33,684.21	9/30/2017
P-91-120-14	IDOT, Various Phase I	TBD	TBD	TBD
RR-14-4223	Central Tri-State Tollway Master Plan	\$860,000.00	\$62,395.32	12/31/2017
I-15-4654	Illinois Tollway, Elgin O'Hare Western Access Corridor CUR, CM	\$300,000.00	\$56,895.83	2/28/2019
RR-16-9189	Systemwide Facilities CUR	\$248,000.00	\$120,754.85	12/31/2018
RR-16-4255	Roadway and Bridge Rehab, I-355, MP 12.3 to MP 22.3	\$653,569.90	\$456,337.73	11/30/2022
RR-16-4256	Roadway and Bridge Rehab, I-355, MP 22.3 to MP 29.8	\$255,484.00	\$213,111.51	11/30/2022
D-91-199-16	Various Value Engineering Projects	TBD	TBD	TBD
P-92-017-10	I-280 over the Mississippi River near Milan, PI/II	TBD	TBD	TBD
P-92-005-15	IDOT Various Phase I/II Projects	TBD	TBD	TBD
P-92-035-16	IDOT Various Phase I/II Projects	TBD	TBD	TBD
I-17-4674	Tollway Westbound Collector Distributor Rd. Phase II	\$224,250.00	TBD	11/03/2019
I-17-4675	Tollway Eastbound Collector Distributor Rd. Phase II	\$92,500.00	TBD	12/31/2019

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EXHIBIT G

Contract No. I-17-4304

SE3, LLC

CURRENT OBLIGATIONS FOR PROJECTS

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
RR-16-4276	Tollway Systemwide Design Services Upon Request. Phase II	100,000.00	TBD	5/31/2019
RR-13-4117	Tollway East West Connector CMS	\$213,000.00	TBD	5/31/2019
MO-17-1238	SW PRMS	TBD	TBD	TBD
I-17-4304	ISTHA I-294 DUR	TBD	TBD	TBD
I-17-4308	ISTHA I-294 ITS & Light Install, 95 th to Balmoral	TBD	TBD	TBD
I-17-4315	ISTHA I-294 CUR	TBD	TBD	TBD
I-17-4296	ISTHA I-294 Recon, 95th to LaGrange	TBD	TBD	TBD
RR-17-4293	SW CUR	TBD	TBD	TBD
I-17-4297	ISTHA I-294 Recon, 75th to I-55	TBD	TBD	TBD
I-17-4298	ISTHA I-294 Recon, I-55 Ramps to Ogden Ave	TBD	TBD	TBD
I-17-4302	ISTHA I-294 Recon, Bridge & Rehab, Wolf to O'Hare Oasis	TBD	TBD	TBD

TBD values, no contract has been executed as of the time of this submittal

Rev 6/2016

Version 15

			EXHIBIT U	SERVICES B	V OTHERS		
			EARIDII II -	SERVICES B	I OTHERS		
	its A-G must be submitted	l for each subc	onsultant lis	ted below. If a	a subconsultant requires "S r second tier subconsultant	ervices by Oth	ers", t
			and attach E	Knibits A-G foi	r second tier subconsultant	8.	
3	E/WBE SUBCONSULTANT	rs					
				6	· · · · · · · · · · · · · · · · · · ·		
	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)		\$
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•	Direct Labor				Direct Labor		·····
	Direct Costs				Direct Costs	\$ -	
	Services by Others				Services by Others	\$ -	
	Additional Services **		_		Additional Services **	\$ -	
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	Direct Costs	\$ -			Direct Costs	\$ -	********
	Services by Others	\$ -	*******		Services by Others	\$ -	
	Additional Services **	\$ -	******		Additional Services **	\$ -	
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	Additional Services **	\$ -	_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$	•	Total this Subconsultant (ULC)		\$

TOTAL DBE/MBE/WBE Subconsultants	:: <u>\$</u>	<u> </u>
----------------------------------	--------------	----------

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):

^{**} Additional services funds require prior authorization before use

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-1	7-4304

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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SE3, 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.

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

Services by Others

Services by Others

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

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

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

^{**} Additional services funds require prior authorization before use

Contract Information Sheet

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

Consultant Name: Bowman Consulting Group, Ltd.

Contract Number: I-17-4304

Proposal Date: 9/5/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

1-17-4304

Consultant:

Bowman Consulting Group, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

									Gr	and Total	Grand Total Exhibit A Hours	A Hours	1,108
								•					TOTAL
					MO	MONTHS of YEAR 2017	YEAR 20	017					HOURS
TASK	Jan	Feb	Mar	Apr	Мау	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
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TOTALS											47	47	94

I-17-4304	
Number:	
Contract	

Consultant:

Bowman Consulting Group, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

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					₩	NTHS of	MONTHS of YEAR 2018)18					TOTAL HOURS
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TOTALS	42	42	42	42	42	42	42	42	42	42	42	42	504

Bowman Consulting Group, Ltd.	
Consultant:	
1-17-4304	
Contract Number:	

				EXHE	IIT A: ES	EXHIBIT A: ESTIMATED TASK WORK HOURS) TASK	VORK HO	OURS				-
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TOTALS	40	40	40	40	40	40	40	40	40	6	5	5	379

1-17-4304	
Contract Number:	

Consultant:

Bowman Consulting Group, Ltd.

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1-17-4304	
Contract Number:	

Consultant:

Bowman Consulting Group, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

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Contract Number:	1-17	1-17-4304				င်	Consultant:		Bown	Bowman Consulting Group, Ltd.	Iting Grou	Jp, Ltd.	
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TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
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TOTALS	2	2	2	2	2	2	2	2	2	2			

Co	ntract No.:	I-17-4304	Consultant	::	Bowman Consulting	Group,	Ltd.
		EXHI	BIT B: FEE CA	ALCULATI	ONS		
A.	DIRECT LABOR	₹ (without overtime)					
		1,108.00 (Total Work Hours from Exhibit C-2)	X \$ 48.2 (Average Hou Rate from Exhi	rly	TOTAL DIRECT SALARY	\$	53,427.76
		plier to be used on this projec lowable Multiplier = (2.8 DSE)		PMO)			2.80
		DIRECT	REGULAR SA	ALARY TIM	MES MULTIPLIER	\$	149,597.73
В.		LE DIRECT COSTS NO		FOR PROF	TOTAL DIRECT COSTS		\$402.27
c.	SERVICES BY	OTHERS					
	Tota	Il Allowable Fee DBE/MBE/WB	E Subconsultant (fr	om Exhibit H)	\$ -	-	
	Total Allowable	Fee Non-DBE/MBE/WBE Sub	consultant (from Ex	hibit H (cont)	-	-	
				тот	AL SERVICES BY OTHERS	\$	<u>-</u>
D.	ADDITIONAL S	SERVICES (Prime Consulta		(Requires pri	or authorization before use		
	ADDITIONAL S	ERVICES (Subconsultants	s)		or authorization before use)		
					AL ADDITIONAL SERVICES or authorization before use)	\$	-
E.	MAXIMUM ALL	OWABLE FEE (Upper L	imit of Compensatio	on)		\$	150,000.00

EXHIBIT "1" Page **253** of **314** 

ting Group, Ette.								7/1/2021 - 6/30/2022	Date Date	12.0	20.00% Escalation Factor Fifth Period		1	Date Date	60.0	Escalation Factor Tenth Period	
EOWINAL CONSULING GLOUP, EN		SCALATION TABLE	No. OF MONTHS				hrough 5	7/1/2020 - 6/30/2021	Date Date	60.0	20.00% Escalation Factor Fourth Period	ırough 10	· ·	Date Date	60.0	Escalation Factor Ninth Period	
Consultant		EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	09	11/1/2017	7/1/2018	%0	ESCALATION PER YEAR Year 1 through 5	7/1/2019 - 6/30/2020	Date Date	12.0	20.00% Escalation Factor Third Period	ESCALATION PER YEAR Year 6 through 10	,	Date Date	0.09	Escalation Factor Eighth Period	700 006
1304	017	EXHIBIT C-1: P	CONTRACT TERM:	SCHEDULED START DATE:	RAISE DATE:	PERCENT OF RAISE	ESCALA	7/1/2018 - 6/30/2019	Date Date	12.0	20.00% Escalation Factor Second Period	ESCALA	-	Date Date	0.09	Escalation Factor Seventh Period	
Contract No.:	Date: 9/5/2017							11/1/2017 - 6/30/2018	Date Date	8.0	13.33% Factor First Period		7/1/2022 - 10/31/2022	Date Date	60.0	6.67% Escalation Factor Sixth Period	F

1-17-4304

Contract No.:

9/5/2017

Date:

(From Exhibit C-1)

Bowman Consulting Group, Ltd.

100.00% Escalation Factor:

DIRECT COST OVERTIME PREMIUM	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:	Escalated Estimated Average Overtime Premium Hours Overtime (Overtime Hourly Rate Hours Only) (See Note C to (See Note D to Right)	And the state of t			ACCUMATION AND ACCUMA	ALEXANDER AND				**-Дефенносум-институцен-просегонический институценте				
8	Esti	- Pre	Tota	Es. Ov. Hou (See													
	1,108.00	\$48.22	\$53,427.76	Estimated Work Hours (Including Overtime)	***************************************		358.00		190.00	280.00	220.00		00.09				THE
RATES	Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor	Escalated Average Hourly Rate for Classification (See Note B to Right)			\$70.00		\$56.02	\$34.89	\$27.57		\$31.53				
OURS AND				Average Hourly Rate for Classification (See Note A to Right)			\$70.00		\$56.02	\$34.89	\$27.57		\$31.53				
TION MAN-H				Tollway MAXIMUM Hourly Rate for Classification	\$70.00	\$70.00	\$70.00	\$70.00	\$60.00	\$40.00	\$60.00	\$60.00	\$50.00	\$70.00	\$70.00	\$20.00	\$40.00
CLASSIFICA ⁻				Tollway MINIMUM Hourly Rate for Classification	\$50.00	\$40.00	\$40.00	\$40.00	\$25.00	\$20.00	\$20.00	\$25.00	\$15.00	\$30.00	\$20.00	\$8.25	\$8.25
EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES				Tollway Classification	Principal	Project Manager	Senior Engineer/Planner	Resident Engineer	Project Engineer/Planner	Staff Engineer/Planner	Engineer /Accountant	Senior Technical Specialist	Technical Specialist	Architect	Realty Specialists	Intern	Admin/Clerical
				Classification Eligible for Premium Overtime?	No	No	No	No	No	No	No	No	No	No No	% IIR	°Z	0N
												Pá					 314

Rev. 6/2016

Contract No.:	I-17-430 <b>4</b>	Consultant:	Bowman Consulting Group, Ltd.	

Date: 9/5/2017

# 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	President		\$50 - \$70
Interpol	Vice President		Ψου Ψτο
Project Manager	VIGO I TOSTOCIA		\$40 - \$70
Senior Engineer/Planner	Project Manager/Senior Engineer	Arthur Nowak	\$40 - \$70
Senior Engineer/Flammer			\$40 - \$70
	Project Manager/Senior Engineer	Karl Hanson	
	Project Manager/Senior Engineer	Richard Sams	
	Project Manager/Senior Engineer	Matthew Letson	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Manager/Engineer III	Michael Tomaszewski	\$25 - \$60
	Project Manager/Engineer III	Joe Middleton	
	Project Manager/Engineer III	Mark Buwen	
	Engineer III	Joseph Figueras	
Staff Engineer/Planner	Engineer II	Jeffrey Woss	\$20 - \$40
Engineer /Accountant	Engineer I	Joseph DiZenzo	\$20 - \$60
		Andrew Glatt	
		John Temple	
		Bhavya Sai Vaishnavi Seetamse	tti
		Emily Baughman	
		Juanita Loyaza-Ramos	,
Senior Technical Specialist		oddina 20/a2a i amoo	\$25 - \$60
Technical Specialist	CAD Drafter II	John Kosacz	\$15 - \$50
Architect	CAD DIGITED II	John Rosacz	
			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40
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Contract No.:	I-17-4304	Consultant:	Bowman Consulting Group, Ltd.
		EXHIBIT D	
	REIMBURSABLE DIR	RECT COSTS - WORKS	HEET ESTIMATES
<b>A.</b>	VEHICLE REIMBURSEMENT http://www2.illinois.gov/cms/E		
В.	ALLOWABLE DIRECT COST http://www.illinoistollway.com/ TOLLWAY XX ALLOWABLE	documents/10157/2389762	
C.	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, from the Chief Engineer prior	written permission must	be received
	DIRECT COST CATEGORY		
	None		
		**************************************	

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 402.27

## 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

**Actual Cost** 

**Actual Cost** 

Aerial photography and mapping

Utility exploratory trenching

- *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."

# **Construction Inspection**

### **Construction Inspection Communications:**

Cell PhonesUnallowableRadio CommunicationActual Cost2-way RadioActual Cost

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

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

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

Actual Cost based on firm policy

### NOTES:

**Shift Differential** 

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

Contract No.:	1-17-4304	Consultant:	Bowman Consulting Group, Ltd.
	<u>E</u> )	KHIBIT E - KEY PROJECT F	PERSONNEL
Project Princip	al:		
Project Manage	er:		
Project Engine	er:		
Resident Engir	neer:	,	
Documentation	n Engineer:		
Project Civil E	ngineer:		
Project Structu	ıral Engineer:	Arthur Nowak	
Project Draina	ge Engineer:		
Senior Engine	er:		
Others:	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:	·	
	Name:	MARIE CONTROL	
	Classification:		



# Arthur Nowak, PE, SE

QA/QC Structures

bowmanconsulting.com

EXHIBIT "1"

Page **261** of **314** 



# Arthur Nowak, PE, SE

QA/QC Structures

bowmanconsulting.com

EXHIBIT "1"

Page **262** of **314** 

# **EXHIBIT F**

# **CONTRACT I-17-4304**

(Bowman Consulting Group, Ltd.)

# **SCOPE OF SERVICES**

•	A detailed scope of work will be defined at the time a specific project has been
	identified.

EXHIBIT "1"
PAGE ____OF ___

Rev. 3/1/2017

# **EXHIBIT G**

# **CONTRACT I-17-4304**

# (Bowman Consulting Group, Ltd.)

# **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
I-88 to I-294 I-13-4117	Reconstruction of the East West Connector between the Tri-State Tollway and the Reagan Memorial Tollway	\$3,335,648	\$323,326	3/1/2018
I-294 RR-14- 4551	Phase I Structural, Phase I Drainage and Hydraulic Report, Phase II Structural and Drainage PS&E. Bridge Rehabilitation/Reconstruction, Mile- Long Bridge (MP 21.5)	\$1,744,296	\$863,749	12/31/2019
IH30 DC	PS&E for IH30 Direct Connector to I- 35W Managed Lanes.	\$167,567	\$58,648	8/31/2017
SH 146	PS&E for Segment I-1 from US90 to SH146.	\$1,350,898	\$1,350,898	12/31/18

Rev. 3/1/2017

EXHIBIT "1"

PAGE _____OF ____

EXHIBIT "1"

Contract No.:	I-17-4304	Consultant:	Bowman Consulting Group, Ltd.
	1 11 1001		Bownian Constituing Croup; Eta:

### **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.

				6			
Direct Labor					Direct Labor		
Direct Costs		electronic de la constantina della constantina d			Direct Costs	\$ -	
Services by Others	***************************************	**************************************			Services by Others	\$ -	
Additional Services **					Additional Services **	\$ -	_
Total this Subconsultant (ULC)		\$			Total this Subconsultant (ULC)		\$
				7			
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)		\$
				8			
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)		\$
				9			
Direct Labor					Direct Labor		
Direct Costs	\$ -				Direct Costs	\$ -	
Services by Others	\$ -				Services by Others	\$ -	
Additional Services **	\$ -				Additional Services **	\$	
Total this Subconsultant (ULC)		\$	<del>-</del>		Total this Subconsultant (ULC)		\$
				10			
Direct Labor				Mode	Direct Labor		******
Direct Costs	\$ -				Direct Costs	\$ -	
Services by Others	\$ -				Services by Others	\$ -	
Additional Services **	\$				Additional Services **	\$ -	_
Total this Subconsultant (ULC)		\$			Total this Subconsultant (ULC)		_\$
al services funds require prior autho	orization before use	,			TOTAL DBE/MBE/WE	E Subconsultants	s:_\$

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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Consultant:	Bowman Consulting Group, Ltd.	

### **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.

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Direct Labor		<b></b>			Direct Labor	***************************************	•••
Direct Costs		<del></del>			Direct Costs	\$ -	
Services by Others	400	_			Services by Others	\$ -	_
Additional Services **		_			Additional Services **	\$ -	_
Total this Subconsultant (ULC)		\$	<u> </u>		Total this Subconsultant (ULC)		\$
				7			
Direct Labor					Direct Labor	\$ -	-
Direct Costs		_			Direct Costs	\$ -	_
Services by Others		_			Services by Others	\$	<b></b>
Additional Services **		_			Additional Services **	\$ <u>-</u>	_
Total this Subconsultant (ULC)		\$			Total this Subconsultant (ULC)		\$
				8			
Direct Labor	\$ -	-		100000	Direct Labor	\$ -	-
Direct Costs	\$ -				Direct Costs	\$ -	<u>.</u>
Services by Others	\$ -				Services by Others	\$ -	_
Additional Services **	\$ -	_			Additional Services **	\$ -	_
Total this Subconsultant (ULC)		\$			Total this Subconsultant (ULC)		\$
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Direct Labor	\$ -	***		hendes	Direct Labor	\$ -	
Direct Costs	\$ -				Direct Costs	\$ -	_
Services by Others	\$ -	···			Services by Others	\$ -	
Additional Services **	\$ -	_			Additional Services **	\$ -	<del>.,</del>
Total this Subconsultant (ULC)		\$			Total this Subconsultant (ULC)		\$
				10			
Direct Labor	\$ -	•••			Direct Labor	\$ -	
Direct Costs	\$ -				Direct Costs	\$ -	-
Services by Others	\$ -	enan			Services by Others	\$ -	<del></del>
Additional Services **	\$ -	_			Additional Services **	\$ -	_
Total this Subconsultant (ULC)		\$			Total this Subconsultant (ULC)		\$
nal services funds require prior author					TOTAL Non-DBE/MBE/V	IDE Out a desired	: \$

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: Mott MacDonald LLC

Contract Number: I-17-4304

Proposal Date: 9/5/2017

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

Mott MacDonald LLC

# **EXHIBIT A: ESTIMATED TASK WORK HOURS**

									Gra	and Total	Grand Total Exhibit A Hours	A Hours	1,932
													TOTAL
					MO	MONTHS of YEAR 2017	YEAR 20	117					HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Request											09	09	120
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TOTALS											09	09	120

EXHIBIT "1" Page **268** of **314** 

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Mott MacDonald LLC

	_											_	
					O <b>W</b>	MONTHS of YEAR 2018	YEAR 20	118					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
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TOTALS	9	09	09	9	9	9	90	90	60	90	50	50	700

1-17-4304	
Contract Number:	

Mott MacDonald LLC

# **EXHIBIT A: ESTIMATED TASK WORK HOURS**

					2	MONTHS of YEAR 2019	YFAR 20	97					TOTAL
TASK	Jan	Feb	Mar	Apr	May	Jun	lu (	Aug	Sep	Oct	Nov	Dec	
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TOTALS	20	50	20	20	20	20	20	50	20	20	30	30	260

1-17-4304	
Contract Number:	

Mott MacDonald LLC

	TOTAL		340															340
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		Nov	20						-									20
		Oct	30														1	30
URS		Sep	30															30
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EXHIBIT A: ESTIMATED TASK WORK HOURS	EAR 202	Jul	30															30
IMATED	MONTHS of YEAR 2020	Jun	30							***************************************								90
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Contract Number: 1-17-4304 Consultant:

Mott MacDonald LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

	TOTAL HOURS		150															150
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		TASK	Design Upon Request									AND						TOTALS

I-17-4304	
Contract Number:	

Mott MacDonald LLC

# EXHIBIT A: ESTIMATED TASK WORK HOURS

					3								
			: 		E	MONTHS of YFAR 2022	YEAR 20	122				3	TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
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TOTALS	10	10	10	5	5	5	5	5	5	2			62

Contract No.:	I-17-4304	Consultant:	Mott MacDonal	d LLC	
	EXHIE	BIT B: FEE CALC	CULATIONS		
A. DIRECT LABO	PR (without overtime)				
	1,932.00 X (Total Work Hours from Exhibit C-2)	(Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SALARY	\$	107,013.48
	tiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2	.5 or 2.8 CM) (2.5 PMO	)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	2.80
	DIRECT	REGULAR SALA	ARY TIMES MULTIPLIER	\$	299,637.74
	BLE DIRECT COSTS NO r Prime Consultant listed above.)	T ELIGIBLE FOI	R PROFIT  TOTAL DIRECT COSTS		\$362.26
C. SERVICES BY	Y OTHERS				
т	otal Allowable Fee DBE/MBE/WB	E Subconsultant (from	Exhibit H) _\$ -	-	
Total Allowa	ble Fee Non-DBE/MBE/WBE Subo	consultant (from Exhib	it H (cont)) _\$	-	
			TOTAL SERVICES BY OTHERS	\$	-
D. ADDITIONAL	SERVICES (Prime Consultan		equires prior authorization before use)	<b>*</b>	
ADDITIONAL	SERVICES (Subconsultants)	(Re	equires prior authorization before use)	s	
		(Re	TOTAL ADDITIONAL SERVICES equires prior authorization before use)	\$	<del></del>
E. MAXIMUM AL	LOWABLE FEE (Upper Lin	nit of Compensation)		\$	300,000.00

EXHIBIT "1" Page **275** of **314** 

The escalation factor for this project is:

		Date Date  12.0 60.0  Escalation Factor Fifth Period	Date Date 60.0
SCALATION TABLE	No. OF MONTHS	1/1/2020 - 12/31/2020  Date Date 12.0 60.0  Escalation Factor Fourth Period	Date Date 60.0
EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	T TERM: 60 No. OF M T DATE: 11/1/2017 SE DATE: 1/1/2018 F RAISE: 0% ESCALATION PER YEAR Year 1 through 5	1/1/2019 - 12/31/2019  Date Date 12.0 60.0  20.00%  Escalation Factor Third Period	Date Date Date Date Date Date Date Date
	CONTRACT TERM: SCHEDULED START DATE: RAISE DATE: PERCENT OF RAISE:	1/1/2018 - 12/31/2018  Date Date 12.0 60.0  Escalation Factor Second Period	Date Date 60.0
Date: 9/5/2017		11/1/2017 - 12/31/2017  Date Date 2.0 60.0  Factor First Period	1/1/2022 - 10/31/2022  Date Date 10.0 60.0  Escalation Factor Sixth Period

Contract No.: 1-17-4304

Consultant:

Mott MacDonald LLC

Date: 9/5/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

(See Note D to Hours Only) **OVERTIME PREMIUM** (Overtime **Estimated** Overtime Right) Hours DIRECT COST Average Total Overtime Estimated O/T Premium O/T Hourly Rate: Premium: Hours: See Note C to Hourly Rate Escalated Overtime Premium Average Right) \$55.39 20.00 595.00 595.00 642.00 40.00 40.00 \$107,013.48 1,932.00 **Work Hours Estimated** (Including Overtime) Total Direct Labor Total \$70.00 \$63.77 \$60.69 \$43.63 \$35.46 \$53.47 Average **Estimated** Work Hours: Hourly Rate: Classification | Classification See Note A to See Note B to **Hourly Rate** Escalated Average Right) EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES \$35.46 \$63.77 \$60.69 \$43.63 \$53.47 \$70.00 **Hourly Rate** Average Right) \$20.00 \$70.00 \$70.00 \$60.00 \$40.00 \$60.00 \$60.00 \$50.00 \$70.00 \$70.00 \$70.00 \$70.00 Classification Hourly Rate MAXIMUM Tollway \$8.25 Classification \$40.00 \$40.00 \$40.00 \$25.00 \$20.00 \$20.00 \$25.00 \$15.00 \$20.00 \$30.00 \$50.00 Hourly Rate MINIMOM Tollway **Tollway Classification** Senior Technical Specialist Project Engineer/Planner Senior Engineer/Planner Staff Engineer/Planner Engineer /Accountant Technical Specialist Resident Engineer Realty Specialists Project Manager Principal Architect Intern Classification Eligible for **Overtime?** Premium ž ŝ ŝ ž ŝ £ ž ဍ ટ્ટ 운 운 ŝ

Version 15

Consultant: 1-17-4304 Contract No.:

9/5/2017

Date:

100.00% (From Exhibit C-1) **Escalation Factor:** 

Mott MacDonald LLC

OVERTIME PREMIUM	Total Estimated O/T Hours:	Average Premium O/T 9 Hourly Rate:	Total Overtime  8 Premium:	Escalated Estimated Average Overtime Premium Hours Overtime (Overtime Hourly Rate Hours Only) (See Note C to (See Note D to Right) Right)		
	1,932.00	\$55.39	\$107,013.48	Estimated Work Hours (Including Overtime)	***************************************	
RATES	Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor	Average Average Hourly Rate for for Classification (See Note B to Right)		
HOURS AND				Average Hourly Rate for Classification (See Note A to Right)		
TION MAN-H				Tollway MAXIMUM Hourly Rate for Classification	\$40.00	
CLASSIFICA				Tollway MINIMUM Hourly Rate for Classification	\$8.25	
EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES				Tollway Classification	Admin/Clerical	
				Classification Eligible for Premium Overtime?	No	-

Rev. 6/2016

Version 15

Contract No.:	1-17-4304	Consultant:	Mott MacDonald LLC
		•	

Date: 9/5/2017

# 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	Vice President	Mark Walbrun	\$50 - \$70
	Vice President	Michael McCarthy	
Project Manager	Senior Project Manager	Kevin Bollinger	\$40 - \$70
	Principal Project Manager	Zoltan Szabo	
	Senior Project Manager	John Green	
	Senior Project Manager	Christopher Preto	
	Senior Project Manager	Ben DiFiore	
Senior Engineer/Planner	Senior Project Manager	Michael Russell	\$40 - \$70
	Principal Engineer	Craig Fairclough	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Senior Project Engineer	Thomas Adams	\$25 - \$60
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Engineer III	Erin Sibley	\$20 - \$60
Senior Technical Specialist	Senior Specialist	Glenn Mulially	\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40
			· ·
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Contract No.	:I-17-4304	Consultant:	Mott MacDonald LLC	
		EXHIBIT D		
	REIMBURSABLE DI	RECT COSTS - WORKSHE	EET ESTIMATES	
<b>A</b> .	VEHICLE REIMBURSEMENT - rate based on link below http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx			
В.		<b>TS - based on link below</b> /documents/10157/2389762/12 DIRECTCOSTS 10012013.PE		
C.	Allowable Direct Costs list,	- For any expense not includ written permission must be ior to its inclusion. List thos	received	
	DIRECT COST CATEGORY			
	None			
	**************************************			
	**************************************			

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$ 362.26

### 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

**Actual Cost** 

Utility exploratory trenching

- *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."

# **Construction Inspection**

### **Construction Inspection Communications:**

Cell PhonesUnallowableRadio CommunicationActual Cost2-way RadioActual Cost

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

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

## NOTES:

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

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

Contract No.:	1-17-4304	_ Consultant:	Mott MacDonald LLC
	<u>!</u>	EXHIBIT E - KEY PROJECT PER	SONNEL .
Project Princi	pal:		
Project Mana	ger:		
Project Engin	eer:		
Resident Engineer:			
Documentation	on Engineer:	Medical of the Art I manufacture of the control of	
Project Civil Engineer:		Kevin Bollinger	
Project Structural Engineer:		Michael Russell	
Project Drain	age Engineer:		
Senior Engine	eer:		
Others:	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:	····	
	Classification:		

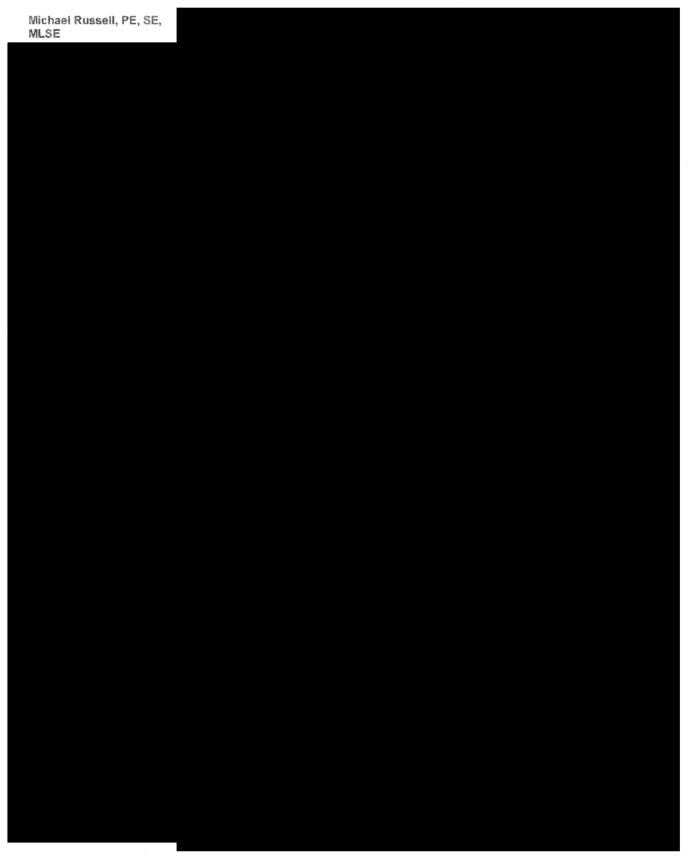
# M MOTT MACDONALD



BP | 07 | 2016

EXHIBIT "1" Page **284** of **314**  Kevin Bollinger, PE Page 2

# M MOTT MACDONALD





Michael Russell, PE, SE, MLSE Page 2

> EXHIBIT "1" Page **287** of **314**

# **EXHIBIT F**

Contract No. I-17-4304

Mott MacDonald LLC

SCOPE OF SERVICES

A detailed scope of work will be defined at the time a specific project has been identified.

# **EXHIBIT G**

### Contract No. I-17-4304

### **Mott MacDonald 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
C14FI10152 C	CTA Lakefront Corridor Study: BRT	\$250,000.00	\$200,000.00	12/31/2018
62742 N	Metra Signal Task Order	\$1,500,000.00	\$200,000.00	12/31/2017
. (	CDOT Canal Street Viaduct	\$170,000.00	\$170,000.00	8/1/2018
30-0003-17 I	DOT Program Management - Rail	\$200,000.00	\$186,000.00	12/31/2017

Contract No.:	I-17-4304	Consultant:	Mott MacDonald 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.

	SUBCONSU	

1				6			
	Direct Labor	\$ -	•	•••••	Direct Labor		
	Direct Costs	\$ -	••		Direct Costs	\$ -	
	Services by Others	\$ -	<b></b>		Services by Others	\$ -	
	Additional Services **		_		Additional Services **	\$ -	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -
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	Direct Labor		<del></del>	,	Direct Labor		
	Direct Costs	***************************************	•••		Direct Costs	\$ -	
	Services by Others	***************************************			Services by Others	\$ -	
	Additional Services **				Additional Services **	\$ -	
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3	Divodishor		<b></b>	8	Oi		
	Direct Labor	\$ -			Direct Labor	•	
	Direct Costs	\$ - \$ -	•••		Direct Costs	\$ -	•
	Services by Others  Additional Services **	\$ -	····		Services by Others  Additional Services **	<u>\$</u>	•
	Total this Subconsultant (ULC)	<u> </u>	- \$ -		Total this Subconsultant (ULC)	\$ -	\$ -
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	Direct Labor		<del></del>		Direct Labor		
	Direct Costs	\$ -			Direct Costs	\$ -	
	Services by Others	\$			Services by Others	<u> </u>	• -
	Additional Services **	\$ -	<u>-</u>		Additional Services **	<u> </u>	•
	Total this Subconsultant (ULC)		<u> </u>		Total this Subconsultant (ULC)		\$
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	Direct Labor				Direct Labor		
	Direct Costs	\$ -			Direct Costs	\$ <u>-</u>	
	Services by Others	<u> </u>			Services by Others	\$ -	
	Additional Services **	\$ -	<del></del>		Additional Services **	\$ -	-
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)		\$ -

**	Additional	services	funds	require	prior	authorization	before use
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I O I AL DBE/MBE/WBE Subconsultants:	Þ	-

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

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

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

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

EXHIBIT "1"

- 1.4	17-4304	

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	.140	iltant:

Mott MacDonald 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.

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

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:

Orion Engineers, LLC

Contract Number:

I-17-4304

Proposal Date:

9/5/2017

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

Consultant:

Orion Engineers, LLC

# EXHIBIT A: ESTIMATED TASK WORK HOURS

									Gra	ind Total	<b>Grand Total Exhibit A Hours</b>	A Hours	1,300
													TOTAL
					<b>W</b>	NTHS of	MONTHS of YEAR 2017	117					HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	lnC	Aug	Sep	Oct	Nov	Dec	
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TOTALS											32	32	64

TOTAL Orion Engineers, LLC **EXHIBIT A: ESTIMATED TASK WORK HOURS** Consultant: 1-17-4304 Contract Number:

				Ø	NTHS of	YEAR 20	18					HOURS
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
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Consultant:	
1-17-4304	
t Number:	

Contract Number:	1-17-4304	1304				Con	Consultant:			Orion Eng	Orion Engineers, LLC	ပ	
	_			EXHIB	EXHIBIT A: ESTIMATED TASK WORK HOURS	TIMATED	TASK V	VORK HC	ours			_	
					Į O	MONTHS of YEAR 2019	YEAR 20	19					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Request	32	32	32	32	32	32	32	32	32	32	24	24	368
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TOTALS	32	32	32	32	32	32	32	32	32	32	24	24	368

Rev. 6/2016

1-17-4304	- V					Con	Consultant:			Orion Engineers, LLC	ineers, LL	Ų	
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Contract Number:	1-17-	1-17-4304				Cor	Consultant:			Orion Eng	Orion Engineers, LLC	Ų	-
				EXHIE	SIT A: ES	TIMATE	TASK V	EXHIBIT A: ESTIMATED TASK WORK HOURS					
													!
					OW.	NTHS of	MONTHS of YEAR 2021	121					TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Upon Request	10	10	10	10	10	10	10	10	10	10	10	10	120
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TOTALS	10	10	10	10	10	10	10	10	10	10	10	10	120

1-17-4304	
Contract Number:	

Consultant:

Orion Engineers, LLC

# EXHIBIT A: ESTIMATED TASK WORK HOURS

					2				)				
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					MO	MONTHS of YEAR 2022	YEAR 20	122					HOURS
TASK	Jan	Feb	Mar	Apr	May	unf	Jul	Aug	Sep	Oct	Nov	Dec	
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TOTALS	10	10	10	10	10	10	10	10	10	10			100

Contract No.:	I-17-4304	Consultant: _	Orion Engine	ers, LLC
	EXHII	BIT B: FEE CALC	ULATIONS	
	<u></u>			
A. DIRECT LABO	PR (without overtime)			
	1,300.00 (Total Work Hours from Exhibit C-2)	(Average Hourly Rate from Exhibit C-2)	= TOTAL DIRECT SALAR	\$Y_\$ 53,469.00
Mul	Itiplier to be used on this project:			2.80
	Allowable Multiplier = (2.8 DSE) (			
	DIRECT	REGULAR SALA	ARY TIMES MULTIPLIER	\$ 149,713.20
	BLE DIRECT COSTS NO or Prime Consultant listed above.)		PROFIT	
			TOTAL DIRECT COST	s \$500.00
C. SERVICES B	Y OTHERS			
T	otal Allowable Fee DBE/MBE/WE	BE Subconsultant (from	Exhibit H) \$ -	
Total Allowa	able Fee Non-DBE/MBE/WBE Sub	consultant (from Exhibi	t H (cont)) _\$	· · · · · · · · · · · · · · · · · · ·
			TOTAL SERVICES BY OTHER	s _\$
ADDITIONAL	SERVICES (Prime Consulta	nt)		
	( , , , , , , , , , , , , , , , , , , ,		quires prior authorization before us	se)
ADDITIONAL	SERVICES (Subconsultants)			
		(Re	quires prior authorization before us	se)
			TOTAL ADDITIONAL SERVICE	
		(Re	quires prior authorization before us	se)
= RAAVIRALIRAAI	LOWADIE CEE (Immanii)	mit of Commonostion)		¢ 450 242 20

Contract No.:	-17-4304	Consultant:	Orion Engineers, LLC	leers, LLC
Date: 8/	9/5/2017			
	EXHIBIT C-1: P	EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE	SCALATION TABLE	
	CONTRACT TERM: SCHEDULED START DATE:	11/1/2017	No. OF MONTHS	
	KAISE DATE: PERCENT OF RAISE:	1/1/2018		
	ESCALA	ESCALATION PER YEAR Year 1 through 5	nrough 5	
11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021
Date Date	Date Date	Date Date	Date Date 12.0	Date Date
60.0	0.09	0.09	60.0	60.0
3.33% Factor First Period	20.00% Escalation Factor Second Period	20.00% Escalation Factor Third Period	20.00% Escalation Factor Fourth Period	20.00% Escalation Factor Fifth Period
	ESCALA	ESCALATION PER YEAR Year 6 through 10	rough 10	
1/1/2022 - 10/31/2022 Date Date	Date Date	- Date Date	- Date Date	Date Date
10.0	60.0	60.0	60.0	60.0
16.67% Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period
The es	The escalation factor for this project is:	100.00%	1	

Orion Engineers, LLC

Consultant:_

Contract No.: 1-17-4304

Consultant:

Orion Engineers, LLC

Date: 9/5/2017

5/2017

Escalation Factor: 1

100.00%

Classification Eligible for Premium Overtime? No	EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES	Tollway MINIMUM Hourly Rate for Classification \$50.00 \$40.00 \$40.00	TOIIWAY MAXIMUM Hourly Rate for S70.00 \$70.00	Average Hourly Rate for Classification (See Note A to Right) \$50.00	Total Estimated Work Hours: Average Hourly Rate: Labor Escalated Average Hourly Rate for Classification (See Note B to Right) \$50.00	1,300.00 \$41.13 \$41.13  S53,469.00  Work Hours (Including Overtime)  450.00	DIRECT COST  Total  Stimated O/T Hourly Rate: Premium O/T Hourly Rate: Premium Overtime Premium Overtime Hours Overtime Hours Overtime Hours Only (See Note C to (See Note D I) Right) Right)	
יגן ס	Resident Engineer Project Engineer/Planner	\$40.00	\$70.00	\$36.00	\$36.00	450.00		
	Resident Engineer	\$40.00	\$70.00					
	roject Engineer/Planner	\$25.00	\$60.00					
	Staff Engineer/Planner	\$20.00	\$40.00					
		\$20.02	00 09\$	-				1
N S	Engineer /Accountant	\$20.00	\$60.00					
No S	Senior Technical Specialist	\$25.00	\$60.00					- [
	Technical Specialist	\$15.00	\$50.00					
	Architect	\$30.00	\$70.00	A CONTRACTOR OF THE PROPERTY O				1 1
	Realty Specialists	\$20.00	\$70.00					'
	Intern	\$8.25	\$20.00					1

Rev. 6/2016

Orion Engineers, LLC Escalation Factor: Consultant: 1-17-4304 9/5/2017 Date: Contract No.:

100.00% (From Exhibit C-1)

·	EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES	CLASSIFICA ⁻	TION MAN-H	OURS AND	RATES		DIRECT COST OVERTIME PREMIUM	COST PREMIUM
					Total Estimated Work Hours:	1,300.00	Total Estimated O/T Hours:	
					Average Hourly Rate:	\$41.13	Average Premium O/T Hourly Rate:	
					Total Direct Labor_	\$53,469.00	Total Overtime Premium:	
Classification Eligible for Premium Overtime?	Tollway Classification Admin/Clerical	Tollway MINIMUM Hourly Rate for Classification \$8.25	Tollway MAXIMUM Hourly Rate for Classification \$40.00	Average Average Hourly Rate for for Classification (See Note A to (See Note B 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)

Version 15

Contract No.:	Consultant:	Orion Engineers, LLC
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Date: 9/5/2017

# 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	President	Charles Frangos	\$50 - \$70
	Vice President	Shawon Carlstrom	
Project Manager			\$40 - \$70
Senior Engineer/Planner	Senior Construction Engineer	Abdul Moiz Mohammed	\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Civil Engineer	Brett Butterfield	\$25 - \$60
Staff Engineer/Planner	Staff Engineer	Michael Mlekowski	\$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			\$8.25 - \$40
		:	

<b>Contract No.:</b>	I-17-4304	Consultant: _	Orion Engi	neers, LLC
		·		
		EXHIBIT D		
	REIMBURSABLE DI	RECT COSTS - WORKSH	EET ESTIMATES	
A.	VEHICLE REIMBURSEMEN http://www2.illinois.gov/cms/E			
В.	ALLOWABLE DIRECT COST http://www.illinoistollway.com/	documents/10157/2389762/1		
C.	ITEMIZED DIRECT COSTS - Allowable Direct Costs list, from the Chief Engineer pri	written permission must be	e received	
	DIRECT COST CATEGORY			
	None			
		·		
		**************************************		
	***************************************			
	***************************************			

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)

\$

500.00

### **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**

Overnight Delivery/Postage Courier Service

Copies of Deliverables and Mylars

Specific Insurance – required for project

Actual Cost

Actual Cost

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
 Recording Fees
 Courthouse Fees
 Testing of Soil Samples
 Actual Cost
 Actual Cost
 Actual Cost

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

pavement cores) Actual Cost

Equipment rental specific for project (snooper for bridge

inspection, noise meter, etc.) Actual Cost

Specialized equipment – on an as needed basis with prior

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

Aerial photography and mapping Actual Cost
Utility exploratory trenching Actual Cost

# **ALLOWABLE DIRECT COSTS**

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

### **ALLOWABLE DIRECT COSTS**

### **Construction Inspection**

### **Construction Inspection Communications:**

Cell PhonesUnallowableRadio CommunicationActual Cost2-way RadioActual Cost

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

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

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one
Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

### **NOTES:**

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

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

Contract No.	1-17-4304	_ Consultant.	Offor Engineers, LLC
	<u> </u>	EXHIBIT E - KEY PROJECT PERSO	DNNEL
Project Princ	cipal:		
Project Mana	ager:		
Project Engineer:			
Resident En	gineer:		
Documentat	ion Engineer:		
Project Civil	Engineer:		
Project Structural Engineer:			
Project Drainage Engineer:		Charles Frangos, PE	
Senior Engi	neer:		
Others:	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		
	Name:		
	Classification:		





A VETERAN, OWNER SMALL BUSINESS

### **EXHIBIT F**

Contract No. I-17-4304

Orion Engineers, LLC

**SCOPE OF SERVICES** 

A detailed scope of work will be defined at the time a specific project has been identified.

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EXHIBIT "1"
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# **EXHIBIT G**

# Contract No. I-17-4304

# Orion Engineers, LLC

# **CURRENT OBLIGATIONS FOR PROJECT**

Route & Job Work Scop	ne & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-15-4659 EOWA DUR	CUR	\$65,000.00	\$65,000.00	12/1/2017
RR-16-4250 Systemwide C	CUR	\$300,000.00	\$218,490.63	12/1/2018
RR-16-4251 Systemwide C		\$150,000.00	\$100,942.65	12/1/2018
RR-16-4255 I-355 Rehabilitation Design		\$46,300.00	\$44,443.38	11/1/2019
RR-15-9976R Traffic Engineer		\$136,000.00	\$124,647.92	12/31/2019
R-15-9975R Consulting Engineer		\$857,856.60	\$857,856.60	12/31/2021
RR-16-4276 Systemwide DUR		\$100,000.00	\$100,000.00	12/31/2018
RR-16-4278 Systemwide (		\$75,000.00	\$75,000.00	12/31/2020
RR-16-4280 Systemwide (		\$60,000.00	\$60,000.00	12/31/2018

Contract No.: 1-17-4304 Consultant: Orion Engineers, LLC	
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### **EXHIBIT H - SERVICES BY OTHERS**

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

			_			
Direct Labor			6	Direct Labor		
Direct Costs	***************************************	aaboonteedee		Direct Costs	\$ -	
Services by Others				Services by Others	<u> </u>	
Additional Services **				Additional Services **	\$	_
Total this Subconsultant (U				Total this Subconsultant (ULC)		\$
			7			
Direct Labor				Direct Labor		
Direct Costs	***************************************			Direct Costs	\$ -	
Services by Others				Services by Others	\$ -	<del>,</del>
Additional Services **				Additional Services **	\$ -	_
Total this Subconsultant (L	ILC)	_\$		Total this Subconsultant (ULC)		_\$
			8			
Direct Labor				Direct Labor		
Direct Costs	\$	-		Direct Costs	\$ -	
Services by Others	\$			Services by Others	\$ -	
Additional Services **	\$	<u>-</u>		Additional Services **	<u> </u>	<del>_</del>
Total this Subconsultant (	JLC)	\$ -	-	Total this Subconsultant (ULC)		\$
			9			
Direct Labor				Direct Labor		witanam
Direct Costs	\$	-		Direct Costs	<u>s -</u>	etomor-
Services by Others	\$	_		Services by Others	\$ -	••••
Additional Services **	\$			Additional Services **	<u> </u>	<del></del> ,
Total this Subconsultant (	ULC)	<u> </u>	-	Total this Subconsultant (ULC)		\$
			10		A STATE OF THE STA	
Direct Labor	~~~			Direct Labor		,
Direct Costs	\$	-		Direct Costs	\$	
Services by Others	\$	-		Services by Others	\$ -	
Additional Services **	\$			Additional Services **	\$ -	
Total this Subconsuitant				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: "1"

1.1	7-4304	

Conquitant	Orion Engineers, LLC
Consultant:	Onon Engineers, EEG

### **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	OBE/MBE/WBE)					
1				6			
	Direct Labor				Direct Labor	CONTRACTOR OF THE PROPERTY OF	
	Direct Costs		•		Direct Costs	\$ -	
	Services by Others				Services by Others	\$ -	
	Additional Services **				Additional Services **	<u> </u>	
	Total this Subconsultant (ULC)		\$ -		Total this Subconsultant (ULC)	-	\$ -
2				7			
4	Direct Labor		~		Direct Labor	<u>s - </u>	
	Direct Costs	-	•		Direct Costs	<u>\$</u>	
	Services by Others		-		Services by Others	\$ -	
	Additional Services **		-		Additional Services **	\$	
	Total this Subconsultant (ULC)		- \$		Total this Subconsultant (ULC)		\$
	Total tills Superissimm (020)						
3				8		\$ -	•
	Direct Labor	\$ -	***		Direct Labor	\$ -	•
	Direct Costs	\$ -	and the second s		Direct Costs	\$	
	Services by Others	\$ -	note.		Services by Others		<del>.</del> .
	Additional Services **	\$ -	_		Additional Services **	<u> </u>	- ·
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		\$ -
4				9			•••
****	Direct Labor	\$ -			Direct Labor	\$ -	
	Direct Costs	\$	····		Direct Costs	\$ -	<b>-</b>
	Services by Others	\$ -			Services by Others	\$	•••
	Additional Services **	\$	_		Additional Services **	\$ -	_
	Total this Subconsultant (ULC)		\$		Total this Subconsultant (ULC)		<u>\$</u>
5				10			
	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)		<u>\$</u>
					TOTAL Non-DBE/MBE	/WBE Subconsultants	s: \$ -
** Addit	ional services funds require prior autho	nzation Defore use					
			٦		ditional Services Non-DBE/MBE		
				TOT	AL Allowable Fee Non-DBE/MBE	/WBE Subconsultants	s: <u>\$</u>