07/23/15 6.3/5

RESOLUTION NO. 20760

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Master Plan and Design Services for the Mile-Long Bridge, on the Tri-State Tollway (I-294) at Milepost 21.5 (Mile-Long Bridge), on Contract No. RR-14-4221. H.W. Lochner, Inc./HDR Engineering, Inc./Quigg Engineering, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed $38,900,334.54. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with H.W. Lochner, Inc./HDR Engineering, Inc./Quigg Engineering, Inc. to obtain Master Plan and Design Services, Contract No. RR-14-4221, with an upper limit of compensation not to exceed $38,900,334.54, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by [redacted]

Chairman

Illinois Tollway

September 22, 2015

Mr. James Bishop
President & CEO
H. W. Lochner, Inc. /
HDR Engineering, Inc. /
Quigg Engineering, Inc.
225 West Washington Street – 12th Floor
Chicago, IL 60606

Re: Contract RR-14-4221
Bridge Rehabilitation/Reconstruction on the Tri-State Tollway (I-294)
Mile Post 21/5 (Mile-Long Bridge)
Design Section Engineering Services

NOTICE TO PROCEED

Dear Mr. Bishop:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated July 6, 2015, for Design Section Engineering Services for Contract RR-14-4221. You are hereby authorized to commence with the work as September 22, 2015, and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

In advance of your first billing, the prime and subconsultants (if any) must submit a certified payroll with a signed affidavit for all employees that are listed on the Exhibit C-3 in your contract. The certified payroll should have an effective date after, but within three weeks the effective date of this Notice to Proceed. This document may be submitted by U.S. Mail, other delivery services or by e-mail. Hard copies should be addressed to the attention of **Disbursement Control Supervisor**. The envelope containing the document should be clearly marked "Certified Payroll". The required Certified Payroll may also be delivered electronically to the following address: accountspayable@getipass.com. Please send either hard copy or electronic copy, but not both. We request the certified payroll in advance so that upon receipt of your first invoice, any associated issues regarding payroll have an opportunity to be resolved.

This contract is subject to the Illinois Procurement Code 30 ILCS 500. The code requires the General Contractor awarded a Tollway contract to submit certification/disclosure forms from subcontractors of **all** tiers whose contract value exceeds $50,000. If you have not already submitted the required documentation, the subcontractor forms must be submitted **within 15 days** from this Notice-to-Proceed date or after execution of the sub-contract, whichever is later.

Upon request, a copy of the sub-contract agreement must be submitted within fifteen (15) days after execution of the contract, or after execution of the sub-contract, whichever is later, for those sub-contracts with an annual value of more than $50,000. For submittal instructions, please refer to the Illinois Tollway website, www.illinoistollway.com, under Doing Business: Engineering & Construction – see "Joint Resources", click on Procurement Reform Bill

ILLINOIS TOLLWAY
2700 Ogden Avenue | **Downers Grove, IL 60515** | Phone: 630.241.6800 | **TTY: 630.241.6988**
www.illinoistollway.com

In accordance with Design Section Engineer's Manual, Section 7.0 – Quality Assurance, we are requesting submittal of your Consultant Quality Plan, via Tollway's Web-Based Project Management System, within 14 days of receiving this Notice to Proceed, for approval by the Chief Engineer.

Please contact Mohamad Faraj at 630-241-6800 extension 4124 for further information.

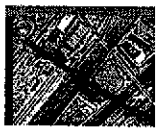
Sincerely,

[redacted]

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

cc: Lanyea Griffin
Mohamad Faraj
John Donato
Contract Services
Program Controls
Dorothy Jablonski
Maria Limonciello
Sue Biggs
Victoria Santiago
Lane Closures

File: 02.4221.01.04 LT_Tollway_PDK_4221Lochner_HDR_Quigg-NTP_09222015



LHQ Tri-State Partners

8/28/15 8/31/15

Drainage and Hydraulics

The design for modifications to the drainage system is a major consideration for the success of this project. Hydraulic modeling and successful permitting for the spans over the Des Plaines River, the Chicago Sanitary and Ship Canal and the I&M Canal are important. The permitting agencies involved (USACE, IDNR, MWRD, IEPA, Coast Guard) will emphasize the need to minimize impacts to the waters and to provide adequate rate and volume control of stormwater, as well as Best Management Practices (BMPs) to filter pollutants from stormwater runoff prior to release into these bodies of water. LHQ has extensive experience successfully designing, modeling and permitting stormwater management systems and BMPs to meet the Tollway's and these permitting agency requirements. Andrew McKenna, PE, CFM, CPESC (Lochner), Matt Letson, PE (Bowman Consulting Group) and the staff at M Squared Engineering are experts in the area of stormwater management and hydraulics and will utilize many of the BMPs and methods used for drainage design from the recent I-90 west corridor. Andrew was responsible for the hydraulic modeling, design and permitting coordination of the I-90 drainage system over Coon and Mosquito Creeks as well as being involved in the drainage design of I-90 over the Kishwaukee River.

Contractor Access

Contractor access for equipment and materials is another major consideration in the cost-effective success of this project. Ken Desmaretz, PE (Lochner), Jacek Tyszkiewicz, PE (Omega) and Martin Frankis (American First) are experts in construction means and methods, and will be tasked to analyze contractor access from the viewpoint of the client (Tollway), stakeholders (railroads, MWRD, UPS) and contractor to ensure maximum productivity by the contractor's forces with minimum disruption to the operations and economy of the region.

Geometrics (Alignment and Profile)

Proposed corridor design speed, existing horizontal curvature and superelevation, and a possible shift in the centerline of the bridge alignment to accommodate staging and maintenance of traffic are all criteria that the team will need to evaluate as part of the Master Plan report, ensuring that proper geometrics can be developed within the safety parameters established by AASHTO and required by the Tollway.

Any changes in structural depth will have a direct effect on vertical clearance. Lowering the profile may affect clearance requirements for railroad and river traffic below the structures; raising the profile may have an effect on overhead transmission wires above the structures. These issues will be addressed early in the Master Plan allowing geometrics to be developed for the balance of the project.

Utilities

Various utilities are located on, above or below the structure, including Tollway fiber optics on the bridge, high voltage transmission lines over the bridge, and gas, water and electric under the bridge. Caahlen McAtee, PE (HDR) will lead the coordination efforts with the utility companies, to ensure impacts are documented and addressed early in the planning phase and continue to be addressed during the design phase. The project team goal is to have all utility relocations occur prior to construction, and include in the final contract documents protection details for those utilities that remain in place during construction.

Constructability

Constructability review is more than a review of plan quantities and pay items. Our constructability reviews will devote particular attention to maintenance of traffic and staging, realistic project scheduling, the maintenance of adequate drainage during each construction stage, and the avoidance and relocation of utilities. In addition, the ability for the contractor to access the site will be reviewed, particularly as it relates to work near live railroad tracks during substructure foundation construction, earth retention, and the erection of the superstructure elements for each bridge.

Right-of-Way

Should the need for easements and right-of-way arise due to baseline shift of I-294, identification of contractor staging area, or ABC bridge staging areas, our team will have proven right-of-way specialists available to assist the Tollway in acquiring these easements and/or parcels.

Sustainability

Throughout the planning and design phases we will assist the Tollway in implementing the INVEST tool as depicted in the Project Development Manual, which supplements the FHWA criteria and adds Tollway-specific criteria.

G. D/M/WBE and VOSB/SDVOSBE Commitment

LHQ Tri-State Partners will **meet or exceed the 21%** DBE/MBE/WBE goal for Item 1. Our estimated split will be as follows and individual percentages may vary slightly based on final negotiated contract and specific assignments.

American First Contracting (SDVOSB)	1% ✓	Himalayan Consulting, LLC (DBE)	1% ✓	SDIENGR Corp. (DBE)	4% ✓
Quigg Engineering, Inc. (Team Member, DBE)	12% ✓	M Squared Engineering, LLC (DBE)	1% ✓		
Geo Services, Inc. (DBE)	4% ✓	Omega & Associates, Inc. (MBE)	1% ✓		

Intent to Team
LOHDQU_TM

The following is a summary of the proposed **Partnering** Intent Form:

1. It is the intent of the undersigned firms (the Parties), if they are the successful engineers for this project, to form a Team.
   - H.W. Lochner, Inc. (Team Lead)
   - HDR Engineering, Inc.
   - Quigg Engineering, Inc.

2. The single point of contact and primary contact with the Tollway: Richard Cholewa (Lochner).

3. The required prequalification categories will be met by:
   - Structures (Highway: Complex) – Lochner, HDR
   - Highways (Freeways) – Lochner, HDR, Quigg
   - Hydraulic Reports (Waterway: Complex) – Lochner, HDR
   - Transportation Studies (Railway Engineering) – Lochner, HDR
   - Environmental Reports (Environmental Assessment) – Quigg, Lochner, HDR
   - Special Studies (Location Drainage) – Lochner, HDR, Quigg
   - Special Services (Surveying) – Quigg (DBE)

4. It is the intent of the Parties to have them invoice the Team and have the Team invoice the Tollway. Distribution of payment from the Tollway will be to the Team and then to the Parties and subconsultants and will be as invoiced to and approved by the Tollway. Lochner will be responsible for invoicing. Parties invoice Lochner, and Lochner pays out 30 days after payment from Tollway.

5. It is the intent of the Parties that the Team partners will engage our DBE/MBE/WBE and SDVOSB teammates in meaningful roles that lead to the further development of those DBE/MBE/WBE and SDVOSB firms. It is the intent of the Parties that the Team partners will each provide a level of mentoring that leads to the overall increase in knowledge and abilities of our DBE/MBE/WBE teammates.

6. It is the intent of the Parties that the Team will meet or exceed the Illinois Tollway DBE/MBE/WBE participation goal of 21%.

7. It is the intent of the Parties that the Team will meet or exceed the Illinois Tollway VOSB/SDVOSB participation goal of 0.75%.

8. Any additions or modifications to this summary of the proposed teaming intent document must be made by mutual agreement of the Parties.

[redacted]

1/26/15

Francis J. Powers, PE, SE
Senior Vice President
H.W. Lochner, Inc.

Date

[redacted]

1/26/15

Patrick J. Pechnick, PE
Senior Vice President
HDR Engineering, Inc.

Date

[redacted]

January 26, 2015

Lori Quigg, PE
President
Quigg Engineering, Inc.

Date

ENSURE ALL INFORMATION UNDER SUB-CONSULTANT IS FILLED IN AND DELETE UNUSED ROWS

PSB 14-3 SOI Project Team: Prime and Sub-Consultant REQUIRED INFORMATION

Item # 1 RR-14-4221 Tri-State Tollway, Bridge Rehabilitation/ Reconstruction, Mile-Long Bridge (MP 21.5)

Prime Consultant Information		Prime Contact Information (ONLY "1")			Diversity Information				NOTE: Provide only One (1) Person under Key Personnel		ISTHA		IDOT		OTHER	
Prime Consultant Firm Name	Prime FEIN Number	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a D/M/WBE Yes / No	Does Proposal Contain Mentor Protégé Proposal Yes / No	Percentage Commitment of D/M/WBE on Project, INCLUDING PRIME, IF DBE	Percentage Commitment of VOSB on Project, INCLUDING PRIME, IF VOSB	Key Personnel Project Manager (1)	Key Personnel Project Engineer / Resident Engineer (1)	Total Fee all Projects (000's)	Total Fee Remaining all Projects (000's)	Total Fee all Projects (000's)	Total Fee Remaining all Projects (000's)	Total Fee all Projects (000's)	Total Fee Remaining all Projects (000's)
LOHDQU_TM (H.W. Lochner, Inc.)	[redacted]	Frank Powers	312-994-9747	fpowers@hwlochner.com	No	Yes	23.00%	1.00%	Richard Chorlewa, PE, SE	Mike Zorn, PE, PMP	$ 691.00	$ 385.00	$ 13,859.00	$ 668.00	$ 8,288.00	$ 4,228.00

Sub-Consultant Information			Sub Contact Information (ONLY "1")			Sub Role and % of Work		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							
For Each Sub-Consultant Enter Prime Consultant Firm Name	Sub-Consultant Firm Name	FEIN Number	Provide "1" Project Manager for Sub-Consultant	Role (brief) of Sub-Consultant	Contact Phone Number (1)	Contact Email (1)	Percentage (%) of work to be Performed by Sub-Consultant	IL UCP, City of Chgo or N/A	City of Chicago, Cook County or N/A	City of Chicago, Cook County or N/A	Yes or No	Yes or No	Hispanic, African American, Asian, Pacific, Asian Indian or Caucasian	Male or Female	Yes or No
								DBE	WBE	MBE	SBA 8(a)	VOSB / SDVOSB	Ethnicity	Gender	M/P
LOHDQU_TM (H.W.	LOHDQU_TM (HDR	[redacted]	Patrick Pechnick	Engineering	773-380-7900	patrick.pechnick@hdr	29.00%	N/A	N/A	N/A	No	No	Multiple Ownership	ESOP	No
LOHDQU_TM (H.W.	LOHDQU_TM (Quigg		Todd Welz	Engineering	217-630-0563	twelz@quiggengineeri	12.00%	IL UCP	N/A	N/A	No	No	Caucasian	Female	No
LOHDQU_TM (H.W.	American First Contra		Marty Frankis	Constructability and C	847-515-9595	marty@amfirstcontrac	1.00%	N/A	N/A	N/A	No	Yes	Caucasian	Male	No
LOHDQU_TM (H.W.	Bowman Consulting G		Matthew Letson	Engineering	312-614-0380	mletson@bowmancon	5.00%	N/A	N/A	N/A	No	No	Caucasian	Male	No
LOHDQU_TM (H.W.	Christopher B. Burke		Jedd Anderson	Permitting and Lightin	847-823-0500	janderson@cbbel.com	5.00%	N/A	N/A	N/A	No	No	Caucasian	Male	No
LOHDQU_TM (H.W.	Geo Services, Inc.		Julian Rueda	Geotechnical Engineer	630-305-9186	juianrueda@geoserv	4.00%	IL UCP	N/A	City of Chicago	No	No	Hispanic	Male	No
LOHDQU_TM (H.W.	Himalayan Consulting		Paul Jenewold	Geotechnical Engineer	773-867-2956	pjenswold@himalayar	1.00%	IL UCP	N/A	N/A	Yes	No	Asian	Male	No
LOHDQU_TM (H.W.	M Squared Engineeri		Minal Hahm	Hydraulic and Drainag	262-376-4246	minal@msquaredeng	1.00%	IL UCP	N/A	N/A	Yes	No	Asian Indian	Female	Yes
LOHDQU_TM (H.W.	Omega & Associates,		Chandra Prasad	Constructability	630-904-8899	cprasad@omegaassia	1.00%	N/A	N/A	City of Chicago	No	No	Asian Indian	Male	No
LOHDQU_TM (H.W.	SDIENGR Corp.		Olufemi Oladeinde	Structural Engineering	312-551-9780	ooladeinde@sdiengr.c	4.00%	IL UCP	N/A	Cook County	Yes	No	African American	Male	No
LOHDQU_TM (H.W.	Thomas Engineering,		Steve Pasinski	Civil Engineering	630-430-6362	stevep@thomas-engir	1.00%	N/A	N/A	N/A	No	No	Caucasian	Male	No

Intentionally Left Blank

1. **RR-14-4221, Tri-State Tollway, Bridge Rehabilitation/ Reconstruction, Mile-Long Bridge (MP 21.5)**

This project has a 21% D/M/WBE participation goal and 0.75% VOS/SDVOSBE participation goal.

Master Plan and Phase II engineering services are required for engineering studies and the preparation of contract plans and specifications for proposed bridge rehabilitation and bridge reconstruction and widening of the Mile-Long Bridge in Cook County, Illinois. The Tollway is finalizing design limits; therefore, the Tollway may modify project limits and scope at the time of negotiations that could include additional roadway and bridges.

The work generally encompasses engineering studies, bridge rehabilitation, bridge reconstruction and widening, and associated roadway design and shall include but not be limited to the following:

1. Perform a Bridge Type Study for the bridge reconstruction and widening design.
2. Perform Bridge Condition Reports.
3. Perform Type, Size and Location (TS&L) drawings for the bridge reconstruction and widening design.
4. Provide a Master Plan report.
5. Develop scope, costs and recommendations associated with:
   a. Bridge Rehabilitation.
   b. Bridge Reconstruction and Widening.
6. Based on the results of 1 and 2, the Tollway will determine final scope of design work.
7. Perform environmental studies.
8. Perform INVEST planning and design evaluations.
9. Perform geotechnical studies.
10. Perform analysis and design for modification of the existing drainage system.
11. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual.
12. Provide pavement markings, delineators and signage for the contract limits.
13. Provide barrier warrant analysis for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
14. Provide roadway lighting as required by the Tollway's Lighting Standards.
15. Provide maintenance of traffic plans including those for impacts to local facilities.
16. Provide a contractor access plan to construct substructure around railroad and Metropolitan Water Reclamation District of Greater Chicago property.
17. Provide protection and / or relocation of the Tollway fiber line and other utilities.
18. Prepare plats of acquisition and legal descriptions.
19. Coordinate and prepare railroad agreements.
20. Prepare all required permits.
21. All other appurtenant and miscellaneous items.

The following structures are included in this project:

- Bridge Nos. 191 and 192, Mile-Long Bridge

Construction estimate: Over $300,000,000.

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

Structures (Highway: Complex)
Highways (Freeways)
Hydraulic Reports (Waterway: Complex)
Transportation Studies (Railway Engineering)
Environmental Reports (Environmental Assessment)
Special Studies (Location Drainage)
Special Services (Surveying)

The Tollway will allow a prime consultant to meet the prequalifications for Hydraulic Reports (Waterway: Complex), Transportation Studies (Railway Engineering), Environmental Reports (Environmental Assessment), Special Studies (Location Drainage), and Special Services (Surveying) through a subconsultant.

Key personnel listed in Exhibit A for this project must include:

- The person who will assume the duties of the Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- The person who will perform the duties of the Project Engineer, that individual in charge who is directly involved in the development of the contract documents (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for structural design related issues (must be an Illinois Licensed Structural Engineer).
- The person who will be responsible for drainage design and hydraulic modeling related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for railroad design related issues (must be an Illinois Licensed Professional Engineer).
- The Environmental Lead (EL) is the staff member from the DSE charged with coordinating the DSE team's environmental studies.
- The person(s) who will perform the QC/QA review work of all milestone submittals, who must be an Illinois Licensed Professional Engineer for roadway elements and an Illinois Licensed Structural Engineer for structural elements.

Schedule: Design for this project is scheduled to start in Spring 2015. Construction for this work has not been scheduled.

The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the CADD Manual.

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

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

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

CMS

ILLINOIS Pat Quinn, Governor
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

May 30, 2014

Mark C Roeckell
American First
2800 West Higgins Road
Suite 980
Hoffman Estates, IL 60169-7229

Certification Term Expires: April 23, 2015

Re: NCA Certification Approval (SDVOSB)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied in the No-Change Affidavit (NCA), we are pleased to inform you that your firm has been granted continued certification under the Veterans Business Program (VBP). Your firm's name will remain in the State's Directory as a certified vendor with VBP.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Service-Disabled Veteran-Owned Small Business (SDVOSB) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Veterans Business Program (VBP) in the specialty area(s) of:

SERVICES, ENGINEERS STRUCTURAL
SERVICES, CONSULTANTS
SERVICES, INDUSTRIAL MANAGEMENT

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Veterans Business Program (VBP). We welcome your participation and wish you continued success.



(V49SDV)

DEPARTMENT OF VETERANS AFFAIRS
Center for Veterans Enterprise
Washington, DC 20420

MAY 08 2013

In Reply Refer To: 00VE

Mr. Mark C. Roeckell
American First Contracting, Inc.
DUNS # 832231984
2800 W Higgins Road Suite 980
Hoffman Estates, IL 60169

Dear Mr. Roeckell:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Veterans Enterprise (CVE), I am writing to inform you that your application for simplified renewal has been approved. American First Contracting, Inc. will remain eligible to participate in Veterans First Contracting Program opportunities with VA as a verified service-disabled Veteran-owned small business (SDVOSB).

This verification is valid for two years from the date of this letter. You may reapply 120 days prior to your new expiration date by logging into www.vetbiz.gov.

To promote your verified status, you may use the following logo link to download the logo for use on your marketing materials and business cards:

http://www.vetbiz.gov/cve_completed_s.jpg

While CVE has confirmed that American First Contracting, Inc. is in compliance with the regulations, American First Contracting, Inc. must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Any such changes or other circumstances may be grounds for CVE to re-evaluate American First Contracting, Inc.'s eligibility for the VIP program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

[redacted]

Director
Center for Veterans Enterprise

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, Bridge Rehab./ Reconst., Mile-Long Bridge** Project/Solicitation Number: PSB 14-3, Item 1

Name of Prime Vendor: H.W. Lochner, Inc. (Team Lead) VOSB Compliance Contact: Richard Cholewa, PE, SE

Address: 225 W Washington Street, 12th Floor

City: Chicago State: IL Zip Code: 60606

Telephone: 312-994-9714 Fax: 312-372-5974 Email: rcholewa@hwlochner.com

Name of Certified VOSB Vendor: American First Contracting, Inc.

Address: 2800 West Higgins Road, Suite 980 VOSB Compliance Contact: Mark Roeckell

City: Hoffman Estates State: IL Zip Code: 60169

Telephone: 847-519-9595 Fax: 847-519-9797 Email: mark@amfirstcontracting.com

Type of agreement: ☒ Services

Anticipated start date of the Certified VOSB Vendor: When notice to proceed is received.

Proposed 1 % of Contract to be performed by the VOSB Vendor.

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

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

American First Contracting will be utilizing their depth of expertise as a contractor and recent Tollway experience to provide constructability and contractor access services, as well as provide cost estimates for the Mile-Long Bridge.

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

Vendor (Company Name and D/B/A): [redacted] Certified VOSB Vendor (American First Contracting, Inc.): [redacted]

Signature Signature

Print Name: Francis Powers, PE, SE Print Name: Mark Roeckell

Title: Senior Vice President Title: President

Date: 1/26/2015 Date: January 26, 2015

Prairie Engineers of Illinois, P.C.

114

Lisa Kramer
628 Broadway St.
Lincoln, IL 62656

Phone: 217-651-8017
Fax: 217-718-4764
lkramer@prairieengineers.com
1,2,3,4,5,6,7,8,9

Category **Architecture**

NAICS
541330-Engineering Services;
541370-Surveying & Mapping (except Geophysical) Serv.;
541620-Environmental Consultant Services

Specialty
541330-REHABILITATION;
RECONSTRUCTION/MAJOR REHABILITATION;
ROADS AND STREETS;
541370-SURVEYING;
541620-SANITARY ENGINEERING

Prinmar Corporation

115

Margaret Vignocchi
100 S. Sauders Rd.
Suite 150
Lake Forest, IL 60045-0000

Phone: 773-399-9600
Fax: 773-399-9604
pegv@prinmar.com
District 1

Category **Architecture**

NAICS
236220-Commercial and Institutional Building Construction;
238910-Site Preparation Contractors;
541330-Engineering Services

Specialty
236220-Institutional building construction 238910-Site Preparation Contractors 541330-Engineering services

Quigg Engineering Inc.

116

Lori L. Quigg
2351 S. Dirksen Pkwy.
Springfield, IL 62703

Phone: 217-670-0563
Fax: 217-679-2204
lquigg@quiggengineering.com
1,2,3,4,5,6,7,8,9

Category **Architecture**

NAICS
237110-Water and Sewer Line and Related Structures Construction;
541320-Landscape Architectural Services;
541330-Engineering Services;
541370-Surveying & Mapping (except Geophysical) Serv.;
541620-Environmental Consultant Services

Specialty
237110-HYDRAULIC REPORTS - PUMP STATIONS;
541320-LANDSCAPE ARCHITECTURE;
541330-LOCATION DRAINAGE;
CONSTRUCTION INSPECTION;
TRAFFIC SIGNALS;
PUMP STATIONS;
AERONAUTICS: DESIGN;
AERONAUTICS: PLANNING & SPECIAL SERVICES;
STUDIES: TRAFFIC;
ROADS AND STREETS;
FREEWAYS;
NEW CONSTRUCTION/MAJOR RECONSTRUCTION;
RECONSTRUCTION/MAJOR REHABILITATION;
REHABILITATION;
WATERWAYS: TYPICAL;
HIGHWAY STRUCTURE: TYPICAL;
HIGHWAY STRUCTURE: SIMPLE;
AERONAUTICS: CONSTRUCTION INSPECTION;
541370-SURVEYING;
541620-ENVIRONMENTAL ASSESSMENT;
SANITARY ENGINEERING

R & G Engineering, LLC

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Richard A. Rivera
2150 S. Canalport Ave., Ste. 4A-1
Chicago, IL 60608

Phone: 312-291-9106
Fax: 312-277-6447
rar@rgengineering.net
1,2,3,4

Category **Architecture**

NAICS
541330-Engineering Services

Specialty
541330-CONSTRUCTION INSPECTION

Vendor Information

CLOSE WINDOW

HELP

Vendor Information

Business Name	**Geo Services, Inc.**
Owner	**Julian Rueda**
Address > Map This Address	**805 Amherst Court - STE 204** **Naperville, IL 60565-3448**
Phone	**630-305-9186**
Fax	**630-355-2838**
Email	**julianrueda@geoservicesinc.net**

Certification Information

Certifying Agency	**City of Chicago**
Certification Type	**MBE - Minority Business Enterprise**
Certification Date	**3/23/2015**
Renewal/Anniversary Date	**3/1/2016**
Expiration Date	**3/1/2016**
Certified Business Description	**Geotechnical, Environmental and Civil Engineering; Materials Testing and Construction Inspection; pavement Engineering and Analysis; Construction Quality Assurance/Quality Control: electrical contractor**

Commodity Codes

Code	Description
NAICS 238210	Electrical contractors
NAICS 238910	Boring, for building construction
NAICS 238910	Core drilling and test boring for construction
NAICS 238910	Soil test drilling
NAICS 238910	Test boring for construction
NAICS 541330	Civil engineering services
NAICS 541380	Environmental testing laboratories or services
NAICS 541380	Geotechnical testing laboratories or services
NAICS 541380	Soil testing laboratories or services
NIGP 91275	Quality Control Testing Services for Construction
NIGP 92065	System Requirements Quality Assurance Review
NIGP 92517	Civil Engineering
NIGP 92535	Environmental Engineering
NIGP 92555	Inspecting, General/Engineering
NIGP 96148	Laboratory and Field Testing Services (Not Otherwise Classified) Incl, Hazardous Waste

Heritage Landscape Design, Inc. 296

Jamie Lewis
P. O. Box 1137
2728 41st. St.
Moline, IL 61265

Phone: 309-797-9900
Fax: 309-797-6564
jlewis@heritagelandscapedesign.com
2,4,6

Category **Professional Services**

NAICS
238910-Site Preparation Contractors;
541320-Landscape Architectural Services;
561730-Landscape Services

Specialty
238910-CLEARING AND GRUBBING;
EXCAVATING & GRADING;
541320-MISC: LANDSCAPE DESIGN;
561730-LANDSCAPING

Hill, Taylor LLC 297

James Hill
333 W. Wacker Drive. Suite 1600
CHICAGO, IL 60606-1226

Phone: 312-332-4964
Fax: 312-332-0181
jameshilljr@hilltaylorllc.com
District 1

Category **Professional Services**

NAICS
488119-Airport Operations;
541211-Accounting, Tax Preparation, Bookkeeping, and Payroll Services;
541611-Management Consulting Services

Specialty
488119-Other Airport Operations541211-Auditing accountants' (i.e., CPAs) offices541611-General management consulting services

Himalayan Consultants, LLC 298

Gopal K. Adhikary
W156 N11357 Pilgrim Rd.
Germantown, WI 53022

Phone: 262-502-0066
Fax: 262-502-0077
gadhikary@himalayanllc.com
1,2,3,4,5,6,7,8,9

Category **Professional Services**

NAICS
541712-Research and Development in the Physical, Engineering

Specialty
541712-RESEARCH

Hi-Tek Environmental, dba STAT 299

Surendra Kumar
2242 W. Harrison St., Ste. 200
Chicago, IL 60612-0000

Phone: 312-733-0551
Fax: 312-733-2386
skumar@statanalysis.com
District 1

Category **Professional Services**

NAICS
541380-Testing Laboratories

Specialty
541380 - TESTING LABORATORIES

Hms Services, Inc. 300

Haneef Shakeel
414 N. Orleans, Suite 306
Chicago, IL 60610-0000

Phone: 312-661-1516
Fax: 312-661-1517
hms@hmsmep.com
1

Category **Professional Services**

NAICS
541330-Engineering Services;
541490-Other Specialized Design Services

Specialty
Professional Engineering Services and Consulting;
Environmental Consulting;
Inspection and Testing Services;
Professional Design Firm

Hoag Law Group, LLC 301

Lynette Hoag
3727 N. Kedzie Ave
Chicago, IL 60618-0000

Phone: 312-878-7000
Fax: 312-878-7001
lsh@insurance-claim-attorneys.com
1

Category **Professional Services**

NAICS
541110-Offices of Lawyers

Specialty
NAICS 541110 Law firms

M Squared Engineering, LLC

392

Minal Hahm
W62 N215 Washington Ave.
2355 Lakeside Dr.
Cedarburg, WI 53012

Phone: 262-376-4246
Fax: 262-375-2274
msquared@msquaredengineering.com
1,2,3,4,5,6,7

Category **Professional Services**

NAICS

541330-Engineering Services;
541611-Administrative Management & General Management;
541690-Other Scientific & Technical Consulting

Specialty

541330-LOCATION DRAINAGE;
ROADS AND STREETS;
WATERWAYS: COMPLEX;
WATERWAYS: TYPICAL;
541611-MANAGERIAL TRAINING;
541690-TECHNICAL TRAINING

M Squared Professional Services, Inc.

393

Myata Harris
7447 S. Euclid Parkway
Chicago, IL 60649-0000

Phone: 773-396-4134
Fax: 773-000-0000
myataharris@gmail.com
District 1

Category **Professional Services**

NAICS

541611-Management Consulting Services;
541612-Management Consulting Services

Specialty

541611 - Administrative and General Management Consulting Services
541612 - Personnel Management Consulting Services

M. Davis and Company, Inc.

394

Morris Davis
3000 Market Street
Suite 202
Philadelphia, PA 19104

Phone: 215-790-8900
Fax: 215-790-8930
info@mdavisco.com
District 1

Category **Professional Services**

NAICS

NAICS Code:541910 - Marketing Research & Public Opinion Polling, NAICS Code 561421 - Telephone Answering Services, NAICS Code 541613 - Marketing Consulting Services, NAICS Code 541720 - Research & Development in the Social Sciences & Humanities

Specialty

NAICS Code:541910 - Marketing Research & Public Opinion Polling, NAICS Code 561421 - Telephone Answering Services, NAICS Code 541613 - Marketing Consulting Services, NAICS Code 541720 - Research & Development in the Social Sciences & Humanities

M. Wells Printing Company

395

Michael Wells
329 West 18th St., Ste. 502
Chicago, IL 60616-1120

Phone: 312-455-0400
Fax: 312-455-0800
District 1

Category **Professional Services**

NAICS

323114-Printing;
323119-Printing

Specialty

323114-Commercial quick printing 323119-Other Commercial Printing

Mainstream Media Enterprises Inc.

396

Zandra Rivera
2031 W. Coulter St.
Chicago, IL 60608-0000

Phone: 888-840-0211
Fax: 312-488-4133
contact@mainstreammediaent.com
1

Category **Professional Services**

NAICS

512110-Motion Picture and Video Production;
541613-Management Consulting Services;
541840-Media Representatives

Specialty

NAICS 512110Motion picture and video production NAICS 541613Marketing consulting services NAICS 541840Media representatives (i.e., independent of media owners)

Make It Happen Detail Shop, Inc

397

Patricia Daugherty
418 South Laramie Avenue 202B
P.O. Box 440269
Chicago, IL 60644-4114

Phone: 773-383-9996
Fax: 773-287-3487
makeithappendetailshop@yahoo.com
District 1

Category **Professional Services**

NAICS

541611-Management Consulting Services;
541618-Management Consulting Services

Specialty

Administrative and General management Consulting Services;
Other Management Consulting Services

Vendor Information

CLOSE WINDOW

HELP

Vendor Information

Business Name	**Omega & Associates Incorporated**
Owner	**Chandra N. Prasad**
Address > Map This Address	**3333 Warrenville Road, Suite 130** **Lisle, IL 60532**
Phone	**630-904-8899**
Fax	**630-505-8865**
Email	**cprasad@omegaassociates.com**
Website	**http://www.omegaassociates.com**

Certification Information

Certifying Agency	**City of Chicago**
Certification Type	**MBE - Minority Business Enterprise**
Certification Date	**8/27/2015**
Renewal/Anniversary Date	**8/31/2016**
Expiration Date	**11/1/2016**
Certified Business Description	**NAICS 541330 Civil engineering services** **NAICS 541330 Engineering services** **NAICS 541350 Inspection services, building or home (Remove)**

Commodity Codes

Code	Description
NAICS 541330	Civil engineering services
NAICS 541330	Engineering services
NAICS 541350	Inspection services, building or home

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Vendor Information

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Vendor Information

Business Name	**Structure Designs, Incorporated, DBA SDIENGR CORP.**
Owner	**Mr. Olufemi A. Oladeinde**
Address > Map This Address	**309 W Washington Street Suite 325 Chicago, IL 60606**
Phone	**312-551-9780**
Fax	**312-551-9784**
Email	**rfprfq@structuredesignsinc.com**
Website	**http://www.structuredesignsinc.com**

Certification Information

Certifying Agency	**Cook County**
Certification Type	**MBE - Minority Business Enterprise**
Certification Date	**12/17/2014**
Renewal/Anniversary Date	**12/17/2015**
Expiration Date	**12/17/2015**
Certified Business Description	**Professional Services: Engineering - Civil, Structural and Transportation**

Commodity Codes

Code	Description
NIGP 91842	Engineering Consulting
NIGP 92517	Civil Engineering
NIGP 92588	Structural Engineering
NIGP 92593	Traffic and Transportation Engineering

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#RR-14-4221



CORPORATION FILE DETAIL REPORT

Entity Name	H. W. LOCHNER, INC.	**File Number**	10980313
Status	ACTIVE		
Entity Type	CORPORATION	**Type of Corp**	FOREIGN BCA
Qualification Date (Foreign)	06/07/1956	**State**	WISCONSIN
Agent Name	C T CORPORATION SYSTEM	**Agent Change Date**	12/21/2011
Agent Street Address	208 SO LASALLE ST, SUITE 814	**President Name & Address**	JAMES BISHOP 225 W WASHINGTON 12TH FL CHICAGO 60606
Agent City	CHICAGO	**Secretary Name & Address**	BARBARA NOVAK SAME
Agent Zip	60604	**Duration Date**	PERPETUAL
Annual Report Filing Date	05/28/2015	**For Year**	2015

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RR-14-422

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JESSE WHITE
SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

Entity Name	HDR ENGINEERING, INC.	**File Number**	53886078
Status	ACTIVE		
Entity Type	CORPORATION	**Type of Corp**	FOREIGN BCA
Qualification Date (Foreign)	06/24/1985	**State**	NEBRASKA
Agent Name	C T CORPORATION SYSTEM	**Agent Change Date**	06/24/1985
Agent Street Address	208 SO LASALLE ST, SUITE 814	**President Name & Address**	ERIC L KEEN 3867 S 175TH AVE. OMAHA, NE 68130
Agent City	CHICAGO	**Secretary Name & Address**	LOUIS J PACHMAN 5008 CHICAGO ST. OMAHA, NE 68132
Agent Zip	60604	**Duration Date**	PERPETUAL
Annual Report Filing Date	05/28/2015	**For Year**	2015
Old Corp Name	11/23/1987 - HDR INFRASTRUCTURE, INC.		

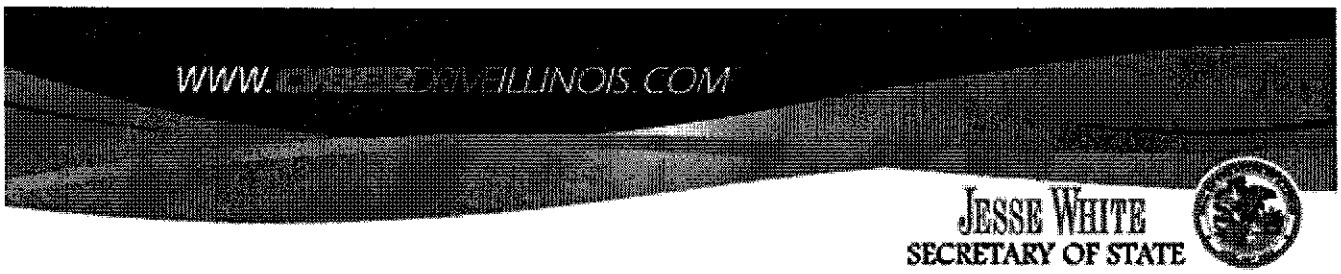
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Purchase Certificate of Good Standing

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#RR-14-4221



CORPORATION FILE DETAIL REPORT

Entity Name	QUIGG ENGINEERING INC.	**File Number**	64887912
Status	ACTIVE		
Entity Type	CORPORATION	**Type of Corp**	DOMESTIC BCA
Incorporation Date (Domestic)	05/05/2006	**State**	ILLINOIS
Agent Name	LORI LYNN QUIGG	**Agent Change Date**	01/16/2014
Agent Street Address	2351 S DIRKSEN PKWY	**President Name & Address**	LORI L QUIGG 2310 OLD STATE RD JACKSONVILLE 62650
Agent City	SPRINGFIELD	**Secretary Name & Address**	BECKY L. STOCKER 1876 LITERBERRY TRIOPIA JACKSONVILLE 62650
Agent Zip	62703	**Duration Date**	PERPETUAL
Annual Report Filing Date	04/16/2015	**For Year**	2015

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 RR-14-4221 H.W. Lochner

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 17:26 07/17/15

ACTION: S

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

DISCLAIMER:
AS OF 07/17/15 AT 17:26 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***[redacted]PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

 RR-14-4221 HDR Engineering (LOHDQU TM)

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 17:26 07/17/15

ACTION: S

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

DISCLAIMER:
AS OF 07/17/15 AT 17:26 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ** [redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

 RR-14-4221 Quigg Engineering

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 17:26 07/17/15

ACTION: S

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

DISCLAIMER:
AS OF 07/17/15 AT 17:27 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

 RR-14-4221 American First Contracting

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 17:26 07/17/15

ACTION: S

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

DISCLAIMER:
AS OF 07/17/15 AT 17:27 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 17:26 07/17/15

ACTION: S

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

DISCLAIMER:
AS OF 07/17/15 AT 17:27 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

 RR-14-4221 Christopher B. Burke

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 17:26 07/17/15

ACTION: S

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

DISCLAIMER:
AS OF 07/17/15 AT 17:28 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

 RR-14-4221 GEO Services

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 17:26 07/17/15

ACTION: S

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

DISCLAIMER:
AS OF 07/17/15 AT 17:29 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 17:26 07/17/15

ACTION: S

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

DISCLAIMER:
AS OF 07/17/15 AT 17:29 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

 RR-14-4221 M Squared ENG.

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 16:50 07/17/15

ACTION: S

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

DISCLAIMER:
AS OF 07/17/15 AT 16:51 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

 RR-14-4221 Omega & Assoc.

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 17:26 07/17/15

ACTION: S

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

DISCLAIMER:
AS OF 07/17/15 AT 17:30 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ** [redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

 RR-14-4221 SDIENGR Corp

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 17:26 07/17/15

ACTION: S

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

DISCLAIMER:
AS OF 07/17/15 AT 17:30 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

 RR-14-4221 Thomas Engineering

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 17:26 07/17/15

ACTION: S

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

DISCLAIMER:
AS OF 07/17/15 AT 17:30 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

August 12, 2015

Mr. Paul Kovacs, Chief of Engineering
Attn: Mr. Mohamad Faraj, P.E., Project Manager
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515

RE: Contract RR-14-4221
Tri-State Tollway, Bridge Rehabilitation/Reconstruction
Mile-Long Bridge (MP21.5) in Cook County, Illinois
PSB 14-3 (Item 1)
Staff Change

Dear Mr. Faraj:

HDR Engineering's Work Chart that was included in the LHQ Tri-State Partner's submittal for PSB 14-3, Item 1 for the Mile-Long Bridge on the Central Tri-State Tollway identified Mr. Zachary Godsell as one of the structural engineers for this project. Unfortunately, Mr. Godsell has resigned his position with HDR between the submittal and award of this contract. HDR has diligently sought a suitable replacement for the Tollway's needs on this contract and other engineering services. HDR has hired Mr. Michael Quirin PE, SE who shall replace Zachary Godsell on the organizational chart. We have attached Michael's resume for your review and hope that you find it to be satisfactory.

If additional information is needed, please contact me directly at 773-380-7900.

Sincerely,

HDR ENGINEERING, INC.

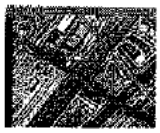
[redacted]

Patrick J. Pechnick
Principal
Illinois Area Manager

Attachment

hdrinc.com

8550 W. Bryn Mawr Ave. Suite 900, Chicago, Il 60631
T 773 380-7900 F 773 380-7979



LHQ TRI-STATE PARTNERS

Michael Quirin, PE, SE

Senior Structural Engineer

[redacted]

Michael Quirin

[redacted]

Other Required Key Staff:

Name Required Prequalification Category : Highways (Freeways)
*Name Michael Zorn – LOHDQU_TM
Category PE (PE, SE, LS)
Registration # 062-055448
Year Registered 2002 State IL
Office Location
City Chicago State IL

Name Required Prequalification Category: Special Services (Surveying)
*Name William Kenter – LOHDQU_TM
Category PLS (PE, SE, LS)
Registration # 035.003430
Year Registered 2001 State IL
Office Location
City Peoria State IL

Name Required Prequalification Category : Structures (Highway: Complex)
*Name Colleen Malone – LOHDQU_TM
Category PE, SE (PE, SE, LS)
Registration # 062053659, 081-005754
Year Registered 2000, 2001 State IL
Office Location
City Chicago State IL

Name Required Prequalification Category: Environmental Reports (Environmental Assessment)
*Name Richard Nowack – LOHDQU_TM
Category RLA (PE, SE, LS)
Registration # 157.000614
Year Registered 1992 State IL
Office Location
City Springfield State IL

Name Required Prequalification Category : Highways (Freeways)
*Name John Kos – LOHDQU_TM
Category PW (PE, SE, LS)
Registration # 062-039812
Year Registered 1981 State IL
Office Location
City Lisle State IL

Name Required Prequalification Category: Structures (Highway: Complex)
*Name Boyd Wheeler – LOHDQU_TM
Category PE (PE, SE, LS)
Registration # 177709-2203
Year Registered 2008 State UT
Office Location
City Salt Lake City State UT

Name Required Prequalification Category : Highways (Freeways)
*Name Caahlen McAtee – LOHDQU_TM
Category PE (PE, SE, LS)
Registration # 062-059172
Year Registered 2006 State PE
Office Location
City Chicago State IL

Name Required Prequalification Category: Special Services (Construction Inspection)
*Name Ken Desmaretz – LOHDQU_TM
Category PE (PE, SE, LS)
Registration # 062-038843
Year Registered 1980 State IL
Office Location
City Lisle State IL

Name Required Prequalification Category : Special Studies (Location Drainage) and Hydraulic Reports (Waterways: Complex)
*Name Angela Force - CBBEL
Category _____ (PE, SE, LS)
Registration #
Year Registered _____ State
Office Location
City Columbus State IN

Name Required Prequalification Category: Environmental Reports (Environmental Assessment)
*Name Libby Braband – LOHDQU_TM
Category _____ (PE, SE, LS)
Registration #
Year Registered _____ State
Office Location
City Chicago State IL

Exhibit A – Proposed Staff PSB#_14-3____ Item#__1___

Please provide the information for the following Key Project Personnel, (Key Project Personnel are defined as those specific positions identified in the PSB item description 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 :
Name Richard Cholewa – LOHDQU_TM
Category PE, SE (PE, SE, LS)
Registration # 062-043207, 081-004858
Year Registered 1986, 1990 State IL
Office Location
City Chicago State IL

Project Engineer :
Name Lance Peterman – LOHDQU_TM
Category PE, SE (PE, SE, LS)
Registration # 062-049587, 081-005448
Year Registered 1995, 1997 State IL
Office Location
City Chicago State IL

QA/QC Roadway :
*Name Jay Chiglo – LOHDQU_TM
Category PE (PE, SE, LS)
Registration # 062-054360
Year Registered 2000 State IL
Office Location:
City Dallas State TX

QA/QC Structures:
*Name Art Nowak – Bowman Consulting
Category PE, SE (PE, SE, LS)
Registration # 062054030 / 081005894
Year Registered 2000/'02 State IL
Office Location:
City Chicago State IL

Other Required Key Staff:

Name Required Prequalification Category : Structures (Highway: Complex)
*Name Robert Hong – LOHDQU_TM
Category SE (PE, SE, LS)
Registration # 081-006053
Year Registered 2004 State IL
Office Location:
City Chicago State IL

Name Required Prequalification Category: Special Studies (Location Drainage) and Hydraulic Reports (Waterways: Complex)
*Name Andrew McKenna – LOHDQU_TM
Category PE (PE, SE, LS)
Registration # 062-053651
Year Registered 2000 State IL
Office Location:
City Chicago State IL

Name Required Prequalification Category : Transportation Studies (Railway Engineering)
*Name Jeff Keating – LOHDQU_TM
Category PE (PE, SE, LS)
Registration # 062-061081
Year Registered 2008 State IL
Office Location
City Chicago State IL

Required Prequalification Category: Highways (Freeways)
*Name Thomas Hein – LOHDQU_TM
Category PE (PE, SE, LS)
Registration # 062-053199
Year Registered 1999 State IL
Office Location
City Chicago State IL

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

Name Required Prequalification Category : Highways (Freeways)

*Name Steve Pasinksi – Thomas Eng.
Category PE (PE, SE, LS)
Registration # 062-0050829
Year Registered 1996 State IL

Office Location
City Lombard State IL

Name Required Prequalification Category: Structures (Highway: Complex)

*Name Zachary Godsell – LOHDQU_TM
Category SE, PE (PE, SE, LS)
Registration # 081-007142, PE-39758
Year Registered 2011, 2005 State IL, CO

Office Location
City Denver State CO

Name Required Prequalification Category : Special Studies (Location Drainage) and Hydraulic Reports (Waterways: Complex)

*Name Matt Lestson – Bowman Consulting
Category PE (PE, SE, LS)
Registration # 062050015
Year Registered 1995 State IL
Office Location
City Chicago State IL

Name Required Prequalification Category:
N/A

*Name Bassem O. Andrawes (Uof I)
Category _____ (PE, SE, LS)
Registration #
Year Registered _____ State
Office Location
City Urbana-Champaign State IL

*If work is being performed by a Subconsultant list firm name also.
Attach resumes for Key Project Personnel.

MManagement		**PProfessionals**		**SSubconsultant-professionals**	
TTotal	3	Engineers	52	Technicians	
		Land Surveyors	2	Draftsman	
		Architects		Survey Crew	
		Others	11	Clerical	
		Total	65	Other	
				Total	
				Total Project Staff	68

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD FORM OF JOINT VENTURE AGREEMENT BETWEEN ENGINEERS FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE AND AS MODIFIED BY THE PARTIES TO THIS AGREEMENT

ACEC
American Council of Engineering Companies

ASCE American Society of Civil Engineers

National Society of Professional Engineers
Professional Engineers in Private Practice

and

Issued and Published Jointly by

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AMERICAN SOCIETY OF CIVIL ENGINEERS

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

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NOTE: If this Joint Venture Agreement is to be used when there are more than two Partners, appropriate changes will be required throughout the document, including the exhibits.

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STANDARD FORM OF JOINT VENTURE AGREEMENT BETWEEN ENGINEERS FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT ("JV Agreement") between H.W. Lochner, Inc. ("First Partner" or "Lochner"), HDR Engineering, Inc. ("Second Partner" or "HDR") and Quigg Engineering, Inc. ("Third Partner" or "Quigg") (collectively, "Partners") to form a joint venture to be known as the Team of H.W. Lochner, Inc. / HDR Engineering, Inc. / Quigg Engineering, Inc. ("Joint Venture"). The principal office of the Joint Venture shall be located at Lochner's offices, 225 West Washington Street, 12th Floor, Chicago, Illinois 60606 or at such other location as the Partners may later elect.

A. The Partners hereby form the Joint Venture for the specific purpose of providing professional services under Contract No. RR-14-4221 ("Professional Services Agreement") with the Illinois State Toll Highway Authority ("Owner"). The Project that is the subject matter of the Professional Services Agreement is described as follows: Bridge Rehabilitation/Reconstruction, Tri-State Tollway (I-294) Mile Post 21.5 (Mile-Long Bridge) ("Project").

B. This JV Agreement shall define and govern the Partners' obligations and responsibilities under the Professional Services Agreement, and the allocation of any profits, liabilities, and losses arising from the performance of the Professional Services Agreement.

The Partners further agree as follows:

ARTICLE 1 – PURPOSE

1.01 *General*

A. The purpose of the Joint Venture is to provide and perform, for profit, professional services for the Owner pursuant to the Professional Services Agreement, which upon full execution shall become an incorporated exhibit to this Joint Venture Agreement. The Professional Services Agreement shall be entered into in the name of the Joint Venture and the Joint Venture shall provide all services, work, labor, and materials required by the Professional Services Agreement.

B. The Joint Venture shall not engage in any business other than that described in this JV Agreement. All transactions involving the Joint Venture shall be conducted in the name and for the benefit of the Joint Venture.

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1.02 *Relationship*

A. The Partners shall associate themselves as a joint venture for the purposes described in this JV Agreement and for no other purpose unless specifically agreed to by the Partners in writing.

B. Each Partner, with the approval of the Management Committee, shall have the authority to bind the Joint Venture in matters specific to this JV Agreement and the Professional Services Agreement. Neither Partner, however, shall be deemed a general partner of, or agent for, the other Partner.

1.03 *Provision of Services*

A. The First Partner shall provide the services set forth in Exhibit A1, "First Partner's Services." The Second Partner shall provide the services set forth in Exhibit A2, "Second Partner's Services." The Third Partner shall provide the services set forth in Exhibit A3, "Third Partner's Services." The Exhibits A1, A2 and A3 shall indicate if certain services may be provided by consultants under contract to the First or Second Partner.

B. The services required from each Partner are limited to the services set forth in this JV Agreement. The Partners may modify the services to be provided by a Partner in accordance with Paragraph 14.02.A.

1.04 *Independent Business Opportunities*

A. During the term of this JV Agreement, a Partner shall not independently contract to perform services which arise, directly or indirectly, from the performance of the Professional Services Agreement without the written consent of the other Partners after full disclosure of all relevant information.

B. Subject to the above paragraph, during the term of this JV Agreement, each Partner shall be free to engage in any other business activity and perform its respective business or businesses for its exclusive benefit.

ARTICLE 2 – BUSINESS OPERATIONS

2.01 *Business and Professional Licenses, Permits, and Authorization*

A. Each Partner represents that it is licensed to perform the services required of it under the JV Agreement and the Professional Services Agreement.

2.02 *Registered Office and Agent*

A. If required by law, the Joint Venture shall establish a registered office and designate a registered agent in each state in which the JV conducts business.

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ARTICLE 3 – MANAGEMENT COMMITTEE

3.01 *Committee Authority*

A. The Joint Venture shall be managed by the Management Committee, which has the full responsibility and authority as to all of the Joint Venture's business matters and policies, except for the duties and responsibilities delegated to the Project Manager as set forth in this JV Agreement.

B. The Management Committee shall be the functional equivalent of a board of directors of a corporation. All decisions and actions of the Management Committee shall require a unanimous vote made in accordance with the terms of this JV Agreement and shall be final and binding on the Joint Venture and each Partner.

3.02 *Composition*

A. The Management Committee shall have three members.

1. Each Partner shall appoint one Principal Representative ("PR") to serve on the Management Committee.

2. HDR's Principal Representative shall be designated as Chairman to schedule and chair meetings, including developing and issuing meeting agenda, and Lochner's Principal Representative shall be designated as Vice Chairman and Quigg's Principal Representative shall be designated as Secretary to prepare and distribute minutes of each meeting.

B. Each Partner shall designate one Alternate Representative ("AR") to act on behalf of an appointed Principal Representative in the event that a Principal Representative is unable to participate in a meeting of the Management Committee.

C. A Partner may, after five days' advance written notice to the other Partners, remove or replace an appointed Principal Representative or its designated Alternate Representative. Removal or replacement of the Chairman requires the mutual consent and agreement of the Partners.

D. The Joint Venture shall not compensate members of the Management Committee, including Alternate Representatives, for their service on the Management Committee.

E. The appointed PR's and AR's are as follows:

Lochner:

PR: Frank Powers

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AR: Ken Desmaretz

HDR:

PR: Pat Pechnick

AR: Jeff Curren

Quigg:

PR: Todd Welz

AR: Ross Monk

3.03 *Meetings*

A. Meetings of the Management Committee may be called by the Chairman or any Partner through an appointed Principal Representative, provided that notice is given pursuant to this JV Agreement.

B. Five days' advance written notice of a meeting shall be provided to each member of the Management Committee, stating the general purpose, place, and time of the meeting. In the event of an emergency, Management Committee meetings may be held on such notice (which may be less than 5 days) as may be reasonable under the circumstances. Meetings may be conducted by in person, by telephone or video conference. Any Management Committee action which could be taken at a properly noticed meeting may be done with unanimous written consent.

C. The Management Committee may, by resolution, hold regular meetings and prescribe the time and place for such meetings. Adoption of such resolution shall qualify as notice of such regular meetings.

D. A quorum of the Management Committee for deciding business matters and policies regarding the Joint Venture requires all three of the Principal Representatives from the respective Partners (or their Alternate Representatives). When a Partner is in default of its obligations under this JV Agreement, a quorum requires only the other Partner's Principal Representative. Unless otherwise provided in this JV Agreement, all decisions and actions of the Management Committee require a unanimous vote of the quorum to be final and binding on the Joint Venture and each Partner.

E. If the Management Committee is unable to reach a unanimous decision as required under the terms of this JV Agreement and the situation affects or threatens the orderly or timely performance of the Professional Services

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Agreement as determined by the Chairman, then the Chairman's and Vice Chairman's vote shall be the deciding vote of the Management Committee and, in accordance therewith, the Chairman shall direct the Project Manager to take the necessary and appropriate steps to safeguard the best interests of the Project and the Joint Venture, pending resolution of the disputed matter in accordance with Section 13.03 if invoked. In the event the Chairman and Vice Chairman are unable to resolve an issue under this Section 3.03 E, the Partners agree to resolve the matter in accordance with Section 13.03.

3.04 *Member Authority and Liability*

A. Each member of the Management Committee, including each Alternate Representative acting pursuant to Paragraph 3.02.B, shall have complete authority to act on the behalf of the Partner that appointed the member.

B. Such individual member shall not be liable to the Joint Venture or any Partner for any action or decision made within that individual's authority, except in the case of fraud, intentional wrongdoing, conversion, or a breach of fiduciary duty.

ARTICLE 4 – PROJECT MANAGER

4.01 *Appointment and Replacement*

A. Lochner shall appoint the Project Manager.

B. Replacement of the Project Manager requires the approval of the Management Committee, pursuant to the provisions of Paragraph 3.03.

4.02 *Duties and Responsibilities*

A. Subject to the terms of this JV Agreement and the decisions and actions of the Management Committee, the Project Manager shall be responsible for the daily direction, coordination, and management of the services to be performed under the Professional Services Agreement.

B. The Project Manager shall be the Joint Venture's primary contact with the Owner, the Owner's designated representative, and any other parties performing work related to the Project.

C. The Project Manager shall be responsible for reporting to the Management Committee on the status of the Project and the Joint Venture's performance under the Professional Services Agreement.

D. The Project Manager shall not be liable to the Joint Venture, Management Committee, or any Partner for any action or decision made within the Project

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Manager's authority, except in the case of fraud, intentional wrongdoing, conversion, or a breach of fiduciary duty.

ARTICLE 5 – CAPITAL CONTRIBUTIONS AND JOINT VENTURE INTERESTS

5.01 *Capital Contributions*

A. The Management Committee shall have the authority to require capital contributions from each Partner whenever necessary to carry out the purposes of this JV Agreement. If the Management Committee determines that capital contributions are required, the Management Committee shall provide written notice to each Partner as to the total amount of funds required. Such capital contribution required from each Partner shall be paid to the Joint Venture on a date and in the manner specified by the Management Committee. The amount of the capital contributions required from each Partner shall be calculated by multiplying the total amount of additional funds required by each Partners' Joint Venture Interest percentages.

5.02 *Failure to Contribute Capital*

A. Failure to contribute all or part of a required capital contribution on the date and in the manner specified by the Management Committee constitutes default of an obligation under this JV Agreement.

B. If a Partner is in default for failure to contribute its required capital contribution and fails to rectify said default on 5 days written notice from the Partner not in default, the following terms shall apply:

1. The Partner(s) not in default may contribute, in whole or in part, the amount owed by the Partner in default. The Partner(s) not in default shall be entitled to interest from the Partner in default on such amount contributed at the simple annual rate of eight percent. Interest shall accrue from the time such amount is contributed by the Partner(s) not in default to the time that such amount is paid by the Partner in default. Such amount, including said interest, shall be repaid to the Partner(s) not in default before any payments or distributions are made to the Partners pursuant to paragraph 12.02.A.

2. The Partner in default shall not be entitled to any distribution of its interest or share in the Joint Venture or any other payment under this JV Agreement until such default is cured.

3. During the period of default, the Partner in default, and any member or representative individually appointed by such Partner, shall not have the right to vote in any matters, policies, and questions regarding the Joint Venture.

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4. In addition to the aforementioned terms, the Partner(s) not in default shall have the right to terminate the Partner in default in accordance with any other provisions of this JV Agreement and pursue any other remedy provided in this JV Agreement.

5.03 *Joint Venture Interests*

A. The Joint Venture Interests of the Partners in the Joint Venture operations shall be in accordance with the following percentages:

First Partner:	45%
Second Partner:	40%
Third Partner:	15%

B. Changes to the above percentages require the mutual consent of the Partners.

ARTICLE 6 – FISCAL MATTERS

6.01 *Joint Venture Account*

A. The Joint Venture shall open a bank account ("Joint Venture Account") at a financial institution designated by the Joint Venture Treasurer.

B. All capital contributions, payments received, and other moneys received by or on behalf of the Joint Venture related to this JV Agreement or to the performance of the Agreement shall be deposited in the Joint Venture Account, and all obligations of the Joint Venture shall be paid by check drawn on the Joint Venture Account.

C. Any withdrawal of funds from the Joint Venture Account must be authorized in advance by the Management Committee.

D. Lochner shall act as the Joint Venture Treasurer. The Joint Venture Treasurer shall keep such full and detailed books of account as may be necessary for proper financial maintenance of the Joint Venture Account and keep such books of account in accordance with generally accepted accounting principles. The Joint Venture Treasurer shall issue statements of the account or other reports as required by the Management Committee. Reports shall be issued on a monthly basis.

E. If requested by a Partner and approved by the Management Committee, an outside CPA service shall audit the books and records of the Joint Venture and such cost will be shared by the Partners according to their Joint Venture Interest.

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6.02 *Loans*

A. Unless given prior unanimous consent of the Management Committee, the Joint Venture or a Partner on behalf of the Joint Venture shall not:

1. directly or indirectly borrow money, or become obligated upon or liable for any monies borrowed; or

2. guarantee or act as surety for any obligation or liability (whether for borrowed money or otherwise), for any other person, firm, or corporate entity.

6.03 *Books and Records*

A. The Joint Venture shall keep all its books and records at its principal office, available for inspection and copying by each Partner at its own expense during normal business hours. Such books and records shall be preserved in good order until the later of (i) ten years after Project completion, (ii) expiration or termination of this Joint Venture Agreement, (iii) expiration or termination of the Professional Services Agreement, (iv) the date required by applicable law, or (v) the date required by the Professional Services Agreement.

B. Each Partner shall maintain a separate set of full and current books of account, records, and other supporting documentation to substantiate all costs charged by it to the Joint Venture. Such documents shall be available for inspection and copying by the other Partners during normal business hours and shall be preserved in good order until the final accounting and settlement has been completed pursuant to this JV Agreement.

6.04 *Accountant*

A. Upon the written request of one of the Parties, no later than thirty (30) days after completion or termination of this JV Agreement, all books and records of the Joint Venture will be audited at the completion or termination of this JV Agreement at the expense of the Joint Venture by an independent certified public accountant chosen by the Management Committee. All audited figures of such accountant shall be final and binding on the Joint Venture and each Partner.

6.05 *Taxes*

A. The Joint Venture shall file a partnership tax return and for tax purposes shall be taxed as a partnership. Such tax return shall be prepared by the Joint Venture Treasurer.

B. The Joint Venture shall pay all filing and related fees imposed on it by applicable federal, state, or local law.

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6.06 *Fiscal Year*

A. The fiscal year of the Joint Venture shall be the calendar year unless otherwise unanimously agreed to by the Management Committee.

ARTICLE 7 – PROPERTY

7.01 *Joint Venture Property*

A. All capital contributions, payments received, and other moneys received by or on behalf of the Joint Venture shall be Joint Venture Property. Likewise, all property obtained from the funds of the Joint Venture shall be Joint Venture Property. All Joint Venture Property shall be held in the name of the Joint Venture.

B. Subject to all final claims, obligations, and liabilities related to this JV Agreement or the Professional Services Agreement, all Joint Venture Property, if any, upon termination of this JV Agreement, shall be returned to the Partner who contributed same and then any remaining Joint Venture Property shall be distributed in accordance with each Partner's Joint Venture Interest, absent a provision requiring a different distribution or allocation.

7.02 *Use of Partner's Property*

A. Subject to the terms of this JV Agreement, property made available for the Joint Venture's use ("Property of Individual Partner") shall remain the property of the contributing Partner.

B. Property of Individual Partner shall not be withdrawn from such use by the contributing Partner, absent the written consent of the other Partner. Subject to the terms of this JV Agreement, Property of Individual Partner shall be returned to the contributing Partner immediately upon termination of this JV Agreement.

7.03 *Use of Documents*

A. All documents prepared or furnished by a Partner for the Joint Venture's use in performing under the Professional Services Agreement (including, without limitation, drawings and specifications) are instruments of service in respect to the Project. The contributing Partner shall retain the ownership and property interests in such documents (including the copyrights) whether or not the Project is completed. The Partners shall transfer, assign, or take other actions with respect to the ownership and property interests in such documents, as required by the Professional Services Agreement. The other Partners shall not reuse or reproduce such documents for their own benefit or in connection with

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services outside the scope of this JV Agreement or the Professional Services Agreement without the written consent of the contributing Partner.

B. To the extent permitted by the Professional Services Agreement, any instruments of service that are created by more than one Partner shall be the property of the Joint Venture and the Joint Venture shall retain its ownership and property interest in such instruments of service regardless of whether or not the project that is the subject of the Professional Services Agreement is completed. The Partners may make and retain copies of such instruments of service for information and reference in connection with performance of the Professional Services Agreement. The Partners shall not reuse or reproduce such instruments of service for their own benefit or in connection with services outside the scope of this JV Agreement or the Professional Services Agreement without the express written consent of the other Partners. Section 7.03(B) shall survive termination of this JV Agreement.

ARTICLE 8 – LIABILITY AND INDEMNIFICATION

8.01 *Liabilities*

A. The Partner assigned work under this JV Agreement will have full responsibility for performing said work and shall be liable for any damages or claims or losses related to the work assigned to that Partner ("Indemnifying Partner"). To the fullest extent permitted by law, the Indemnifying Partner shall defend, indemnify and hold harmless the Joint Venture and the other Partners ("Indemnified Partners") from and against any and all costs, losses, liability, claims, demands, damages or expenses (including but not limited to all compensation and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs), resulting from or arising out of the work assigned to the Indemnifying Partner. Review and approval by the Indemnified Partners of the Indemnifying Partner's work shall not relieve the Indemnifying Partner of responsibility for the work and the duty to indemnify the Joint Venture and the Indemnified Partners as set forth herein. In the event the liability, claim or demand results from or arises out of the services of two or all three Partners, the Partners' respective liability will be determined on a comparative basis in accordance with Article 8.02(A) of this Agreement. Each Partner's indemnification obligations pursuant to Article 8 of this Agreement are independent from, and not limited in any manner by each Partner's insurance coverage required under Article 10 of this Agreement.

8.02 *Indemnification*

A. To the fullest extent permitted by law, each Partner (as an Indemnifying Partner) shall indemnify and hold harmless the other Partners (as Indemnified Partners), their officers, directors, and employees from and against any and all

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The anticipated scope of services for Quigg is as described within the "LHQ Tri-State Partners Exhibit F Refinement to Scope Services" for the items noted below.

MASTER PLAN

1.1. Bridge & Other Structure Inspections
1.2. Bridge Condition Reports
1.3. Verification of Existing MLB Structural Capacity for Supporting Construction Loadings
2.2 Traffic Studies
4.1 Environmental Studies Inventory Sheets (ESIS) 1 & 2
4.2 Environmental Evaluation Document (EED)
5.1 Permitting Master Plan
7.1 Survey
7.2 Plats/Legals/Right of Way

PHASE II ENGINEERING

100	Phase II Roadway
103.1	Soil Erosion and Sediment Control
103.2	Landscaping
104.1	Perform structural design/analysis
104.2	Develop Design Plans Mile Long Bridge
104.3	Retaining Wall #2
104.4	Noise Wall # 1
106.1	Permitting Phase II

MANAGEMENT AND ADMINISTRATION

200.1	Management and Administration
200.3	Meetings and Coordination

QUALITY CONTROL/QUALITY ASSURANCE

301	Consultant Quality Plan

CONTINGENCY

Quigg's specific scope for contingent items will be determined at the time of the authorization of contingent items.

costs, losses, liabilities, claims, damages and expenses (including but not limited to all compensation and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent that such costs, losses, and damages are caused by the negligent acts or omissions of such Indemnifying Partner, its subconsultants or their respective officers, directors, or employees in performing services under the Professional Services Agreement, and are not covered by a policy of insurance purchased by and issued for the Joint Venture, if any. Such obligation to indemnify shall not be limited in any way by such Indemnifying Partner's Joint Venture Interest.

B. In the event one of the Partners is responsible for the debts, obligations, or liabilities of one or both of the other Partner(s) as the result of the application of the joint and several liability provision contained in the Professional Services Agreement, and following application of Sections 8.01A and 8.02A such Partner remains responsible for the debt, liability or obligation of another (the "Joint and Several Liability Loss"), the Joint and Several Liability Loss shall be allocated according to each Partner's Joint Venture Interest. If a Partner is held liable in excess of the Partner's Joint Venture Interest for such Joint and Several Liability Loss, then the other Partners shall indemnify such Partner for such excess up to the extent of their respective Joint Venture Interests. If one Partner (the "Non-Paying Partner") is unable to satisfy its obligations under this Section 8.02(B), then the remaining Partners shall divide the Non-Paying Partner's share of the Joint and Several Liability Loss between the remaining Partners in accordance with the remaining Partners' respective Joint Venture Interests, such that each remaining Partner pays for the Non-Paying Partner's share of the Joint and Several Liability Loss in relative proportion to each remaining Partner's Joint Venture Interest as compared to the other remaining Partner's Joint Venture Interest.

C. All other losses and liabilities of the Joint Venture not subject to Sections 8.01A, 8.02A or 8.02B, not including Cost Overruns described in 9.01 E, shall be allocated according to each Partner's Joint Venture Interest. If a Partner is held liable for such losses or liabilities in excess of the Partner's Joint Venture Interest, then the other Partners shall indemnify such Partner for such excess up to the extent of their respective Joint Venture Interests.

ARTICLE 9 – REIMBURSEMENT FOR SERVICES AND EXPENSES; INTERIM DISTRIBUTIONS

9.01 *Labor*

A. Each Partner shall provide the personnel to perform the services required from it under this JV Agreement. Each person provided by a Partner to render

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services to the Joint Venture shall be the employee or contractor of that Partner, and not an employee of the Joint Venture.

B. The Joint Venture shall not directly employ any personnel, unless determined by the Management Committee to be necessary for the performance of this JV Agreement or the Professional Services Agreement. Personnel newly-hired for the purpose of performing services under the Professional Services Agreement shall be assigned at the time of employment to the payroll and administrative control of a Partner by the Management Committee. The Joint Venture may directly employ any consultants as needed to perform the services required by the Professional Services Agreement.

C. The compensation by the Owner to the Joint Venture for the services set forth in the Professional Services Agreement (including the definition of allowable overhead and other indirect costs) shall be as set forth in the Professional Services Agreement. Upon execution of the Professional Services Agreement and any amendments or supplements thereto by the Owner and the Joint Venture, the basis of payment by the Owner, as set forth in the Professional Services Agreement shall be deemed to be incorporated by reference into this JV Agreement.

D. Each Partner shall provide an invoice to the Joint Venture on a monthly basis and the Joint Venture shall incorporate said invoice into one Joint Venture Invoice which shall be delivered to the Owner for payment in accordance with the terms of the Professional Services Agreement. The Project Manager will be responsible for preparing, processing and submitting the Joint Venture Invoice to the Owner.

E. The Management Committee shall divide the work under the Professional Services Agreement between the Partners in accordance with Exhibits A1, A2 and A3. The Management Committee shall assign each Partner a sum to perform each Partner's assigned work, which such sum shall not exceed (i) salary times the allowable multiplier (2.8) plus (ii) reimbursable expenses permitted under the Professional Services Agreement (the "Individual Partner Cap"). The Individual Partner Caps as of the date of execution of this JV Agreement are as set forth in Exhibit A4. Such Individual Partner Caps may be modified throughout the project as necessary by the Management Committee. The sum of all Individual Partner Caps plus any expenses paid for subconsultants, shall not exceed Thirty Eight Million, Nine Hundred Thousand, three Hundred Thirty-Four Dollars and Fifty-Four Cents ($38,900,334.54), absent written approval of the Owner. Each Partner agrees to accept the Individual Partner Cap as compensation for the assigned work. Should the Individual Partner Cap prove to be insufficient for a Partner to cover the costs of performing the work assigned to it ("Cost Overrun"), that Partner shall still be obligated to continue at its own expense until the work is

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complete. Each Partner shall be responsible for maintaining their individual cost records, and will keep separate, complete and detailed records and books of account relating to its revenue and costs incurred for the Project. Such records and books of account shall be kept in accordance with generally accepted accounting principals. Upon five (5) days written notice, such records, except for corporate overhead rates, shall be subject to inspection by any member of the Management Committee or his or her authorized representative during regular business hours and are subject to reasonable substantiation as necessary to support the Joint Venture's obligations under the Professional Services Agreement.

F. Within ten (10) days following receipt by the Joint Venture of a payment from the Owner, the Joint Venture shall distribute to each Partner the amount of such payment to which such Partner shall be entitled pursuant to this JV Agreement.

G. It shall be the responsibility of each Partner to perform the services assigned to it. Each Partner shall be solely responsible for its profits & losses arising out of the work assigned to it in Exhibits A1, A2 or A3, respectively. Any contract with a subcontractor not listed in Exhibit H of Exhibit 1 to the Professional Services Agreement shall have prior written approval of the Management Committee. Any Partner in contract with such subcontractor shall be responsible for such work as if the work had been performed by said Partner. The Management Committee shall direct the Project Manager to enter into any subcontracts for and on behalf of the Joint Venture, and the Joint Venture shall contract directly with those subconsultants identified in Exhibit H of Exhibit 1 to the Professional Services Agreement.

H. Every six months, the Management Committee shall evaluate the Partners' respective share of the work assigned to date, as detailed in Exhibit A1, A2 and A3. In the event that the work assigned to each Partner substantially deviates from what is set forth in Exhibits A1, A2 and A3, the Management Committee shall meet and endeavor to immediately correct the imbalance of work.

I. In the event that a Partner fails to perform any work or portion thereof assigned to it in a timeframe acceptable to the Owner, or in the event a Partner fails to provide acceptable staff or services to the Owner, the Management Committee may, or upon written direction from the Owner, the Management Committee shall, reassign said work or portion thereof to one or both of the other Partners, which Partner(s) will be entitled to all compensation for said work or portion thereof so reassigned. In that event, Exhibits A1, A2 and A3 shall be revised to reflect the reassigned work.

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9.02 *Reimbursement*

A. Unless otherwise provided in this JV Agreement, each Partner shall be reimbursed by the Joint Venture at the rates agreed to in the Professional Services Agreement. Each Partner also shall be reimbursed by the Joint Venture for expenses necessarily incurred in connection with the Professional Services Agreement, as identified in Exhibit C. Such charges and expenses shall be reimbursed to the extent that they are reimbursable under the Professional Services Agreement.

B. Reimbursable charges and expenses shall be invoiced monthly by each Partner to the Joint Venture in the manner and form prescribed by the Management Committee. To the extent that such charges and expenses are paid by the Owner to the Joint Venture, the Joint Venture shall reimburse such charges and expenses to a Partner within ten (10) days after receipt of payment from Owner. If payment is not received from the Owner, the Joint Venture shall reimburse such charges and expenses to a Partner from the funds of the Joint Venture only to the extent the Management Committee deems such reimbursement consistent with the sound management of the Joint Venture. Charges and expenses reimbursed under this Article shall be in addition and prior to any other distribution, allocation, or payment to which a Partner may be entitled to under this JV Agreement.

C. A Partner shall not be reimbursed by the Joint Venture for a charge or expense that is not reimbursable under the Professional Services Agreement unless the charge or expense was approved in advance by the Management Committee.

ARTICLE 10 – INSURANCE

10.01 *Separate Partner Insurance*

A. Each Partner shall at its own expense procure and maintain separate insurance appropriate for the services to be performed for the Project. Such separate insurance shall provide protection from the claims set forth below:

1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Partner's employees;

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Partner's employees;

4. Claims for damages insured by customary personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the

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employment of such person by a Partner, or (b) by any other person for any other reason;

5. Claims for damages, other than to the Project itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle; and

7. Claims for damages arising from the Partner's professional liability, which shall cover the Partner's operations in the Joint Venture.

B. The limits of liability for the insurance required by Paragraph 10.01.A are set forth in the Professional Services Agreement. Commercial general umbrella/excess and automobile liability insurance shall include as additional insureds and notice parties the Joint Venture, each other Partner, and any other parties required by the Professional Services Agreement. Each additional insured shall be entitled to at least the same coverages and limits as the named insured on such policies notwithstanding anything in the Professional Services Agreement or JV Agreement to the contrary. Lochner and HDR agree to maintain at least Ten Million Dollars ($10,000,000) and Quigg agrees to maintain at least Four Million Dollars ($4,000,000) in professional liability insurance coverage, irrespective of the limit required in the Professional Services Agreement. Each Partner will endorse its E&O policy to cover its interest in the Joint Venture.

10.02 *Joint Venture Insurance*

A. The Joint Venture may procure and maintain insurance (including professional liability insurance) and bonds in such form and amount required by the Management Committee as deemed reasonable, necessary, and appropriate for the services to be performed for the Project.

10.03 *Certificate of Insurance*

A. Each Partner shall furnish to the Joint Venture, the other Partners, and to any other parties required by the Professional Services Agreement, certificates of insurance or other documentation expressly evidencing the coverages required from a Partner under this JV Agreement. Such documents shall be furnished prior to the performance of services under the Professional Services Agreement and at renewals thereafter during the term of this JV Agreement.

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ARTICLE 11 – TERM AND TERMINATION

11.01 *Term*

A. The Joint Venture and the terms of this JV Agreement shall commence as of the Effective Date of this JV Agreement.

B. Unless terminated by mutual written agreement of the Partners or terminated pursuant to Paragraphs 11.02 or 11.03, this JV Agreement shall continue and remain in full force and effect until:

1. All obligations and liabilities assumed by the Joint Venture under the Professional Services Agreement have been performed or discharged; and

2. The Joint Venture has received payment in full of sums due to it under the Professional Services Agreement; and

3. All disputes, claims, causes of action, and other similar matters arising out of or in connection with the Professional Services Agreement have been resolved or discharged; and

4. All Joint Venture Property has been fully disposed of and distributed pursuant to the terms of this JV Agreement.

11.02 *Termination for Cause*

A. If a Partner substantially fails to perform its obligations under this JV Agreement through no fault of the other Partner, then the other Partner may terminate the non-performing Partner's interests upon 30 days written notice. Each Partner's share in the obligations, debts, and liabilities under this JV Agreement, however, shall survive such a termination.

B. Notwithstanding the foregoing, a Partner's interests under this JV Agreement will not terminate as a result of such substantial failure if the Partner receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If such Partner fails to correct such default within the time prescribed herein, the other Partner may declare such Partner in default to be terminated, and proceed with the completion of the Professional Services Agreement. During the period of default, the Partner in default, and any member or representative individually appointed by such Partner, shall not have the right to vote regarding the Joint Venture's matters or policies.

C. The terminated Partner shall be solely responsible for all losses, regardless of its Joint Venture Interest, arising out of or related to its failure to perform in

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accordance with the terms of this JV Agreement. Any payment, allocation, or distribution under this JV Agreement that is otherwise owed to a Partner in default shall be subject to offset for such losses. If any such payment, allocation, or distribution remains due after such offset, such excess funds shall be paid to the Partner in default.

11.03 *Dissolution, Termination or Bankruptcy*

A. In the event of the termination for cause, or death, insolvency, dissolution, or bankruptcy of a Partner, whether voluntary or involuntary, this JV Agreement shall terminate as to that Partner and the remaining Partners may proceed with the completion of the Professional Services Agreement. Each Partner's share in the obligations, debts, and liabilities under this JV Agreement, however, shall survive the termination of this JV Agreement.

B. The Partner (or its legal representative) causing a termination pursuant to Paragraph 11.03.A. shall be solely responsible for all losses, regardless of its Joint Venture Interest, arising out of or related to its failure to perform in accordance with the terms of this JV Agreement or the Professional Services Agreement. Any payment, allocation, or distribution under this JV Agreement that is otherwise owed to such Partner shall be subject to offset for such losses. If any such payment, allocation, or distribution remains due after such offset, such excess funds shall be paid to such Partner or its legal representative.

ARTICLE 12 – FINAL ACCOUNTING AND SETTLEMENT

12.01 *Final Accounting*

A. Upon termination of this JV Agreement, a final accounting and audit of the Joint Venture operations shall be prepared by the accountant chosen pursuant to Paragraph 6.04.A at the expense of the Joint Venture.

B. A report of such final accounting and audit shall be provided to each Partner and the certified figures of such report shall be final and binding on the Joint Venture and each Partner.

12.02 *Settlement*

A. Upon payment or providing for the payment of all debts, obligations, and liabilities of the Joint Venture, including debts, obligations, and liabilities to the Partners, after establishing reserve funds for contingent liabilities in such amounts as determined by the Management Committee, and after disposing or arranging for the disposition of all noncash assets and Joint Venture Property (including copyrights and other rights in documents), any assets remaining to the credit of the Joint Venture shall be distributed to the Partners in accordance with their respective Joint Venture Interests.

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B. Whenever the Management Committee determines that all or any part of any reserve funds for contingent liabilities of the Joint Venture is no longer required for such purpose, such funds or part thereof shall be distributed to the Partners in accordance with their respective Joint Venture Interests.

C. If any party, including the Partners, third parties, the Owner, subcontractors/subconsultants or surety (if applicable), asserts a claim of any nature or institutes a legal action of any type against the Joint Venture or any of the Partners which relates to or arises out of the JV Agreement or the Professional Services Agreement at any time after the termination of the Joint Venture or the distribution of the Joint Venture assets, this JV Agreement shall be considered to have remained in full force and effect and the rights and obligations of the Partners with respect to such matters shall be determined by this JV Agreement.

ARTICLE 13 – GENERAL CONSIDERATIONS

13.01 *Controlling Law*

A. This JV Agreement is to be governed by the law of the state designated in the Professional Services Agreement.

13.02 *Successors, Assigns, and Beneficiaries*

A. Each Partner and the partners, successors, executors, administrators and legal representatives of each Partner (and to the extent permitted by Paragraph 13.02.B. the assigns of each Partner) are hereby bound to the other Partners to this JV Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Partners, in respect of all covenants, agreements, and obligations of this JV Agreement.

B. A Partner may not assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this JV Agreement without the written consent of the other Partners, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this JV Agreement.

C. Unless expressly provided otherwise in this JV Agreement:

1. Nothing in this JV Agreement shall be construed to create, impose, or give rise to any duty owed by the Joint Venture or a Partner to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

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2. All duties and responsibilities undertaken pursuant to this JV Agreement will be for the sole and exclusive benefit of the Joint Venture and each Partner and not for the benefit of any other party.

13.03 *Dispute Resolution*

A. Should a dispute arise which cannot be settled by the Management Committee, the Partners agree to refer the dispute to the Principal Officers of each Partner to negotiate such dispute between them in good faith for a period not to exceed 14 days from the date of notice prior to exercising their rights under Exhibit D or other provisions of this JV Agreement, or exercising their rights under law.

B. If the Partners fail to resolve a dispute through negotiation under Paragraph 13.03.A., then either or both may invoke the procedures of Exhibit D. If Exhibit D is not included, or if no dispute resolution method is specified in Exhibit D, then the parties may exercise their rights under law. If a decision must be made before the parties complete the procedures outlined in Exhibit D, then the HDR Principal shall make the call for the JV.

13.04 *Public Relations*

A. During the term of this JV Agreement, all public statements, issuances, and releases for all media by the Joint Venture or a Partner related to the Joint Venture's operations are to be approved by the Management Committee.

13.05 *Confidentiality*

A. To the fullest extent permitted by law, each Partner shall refrain from sharing, disclosing, or otherwise providing any individual or entity not a party to this JV Agreement any proprietary, trade secret, or other confidential information obtained from or provided by any other Partner without the written consent of such Partner. As a condition of such consent, a nondisclosure agreement shall be signed by the receiving party agreeing to be bound to the confidentiality requirements of this JV Agreement.

B. Documents containing such information shall be marked "CONFIDENTIAL" and each Partner, and any other party executing a nondisclosure agreement, shall be bound to an obligation not to disclose such information, in any form, during the term of this JV Agreement and for a period of ten years after the termination of this JV Agreement.

C. Upon termination of this JV Agreement, all documents and copies thereof marked "CONFIDENTIAL" shall be returned to the disclosing Partner or destroyed by the party in possession of such documents, with a certification to the other Partner that such documents have been destroyed.

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D. Notwithstanding the foregoing, a party receiving any proprietary, trade secret, or other confidential information shall have no obligation of Confidentiality under paragraphs 13.05A – C with respect to such information that:

1. is or becomes within the public domain through no fault of the receiving party; or

2. was in the possession of the receiving party prior to the disclosure of such information; or

3. is independently developed by the receiving party; or

4. is required to be disclosed by operation of law, court order, or directive of a governmental authority.

13.06 *Records Retention*

A. Each Partner shall retain all records relating to the Joint Venture, the Project, and the Professional Services Agreement for ten years after Project completion, or such longer time as may be required by the Professional Services Agreement.

13.07 *Legal Counsel and Accounting Professionals*

A. The Joint Venture may retain, as and when necessary, legal counsel and accounting professionals, chosen with the by the Management Committee, in connection with any matters of concern to the Joint Venture requiring legal assistance or consultation.

B. Such legal counsel and accounting professionals shall represent and serve the Joint Venture, and not the individual Partners, regarding such matters.

13.08 *Notices*

A. Any notice required under this JV Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

13.09 *Survival*

A. All express representations, indemnifications, or limitations of liability included in this JV Agreement will survive its completion or termination for any reason.

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13.10 *Severability*

A. Any provision or part of this JV Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Joint Venture and each Partner, who agree that this JV Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.11 *Waiver*

A. Non-enforcement of any provision by any Partner shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this JV Agreement.

13.12 *Headings*

A. The headings used in this JV Agreement are for general reference only and do not have special significance.

ARTICLE 14 – EXHIBITS AND SPECIAL PROVISIONS

14.01 *Exhibits Included*

A. Exhibit A1, "First Partner's Services."

Exhibit A2, "Second Partner's Services."

Exhibit A3, "Third Partner's Services."

Exhibit A4, "Cost Breakdown of Services."

B. Exhibit B, Not Used

C. Exhibit C, Not Used

D. Exhibit D, "Dispute Resolution."

E. Exhibit E, "Professional Services Agreement," incorporated by reference only.

14.02 *Total JV Agreement*

A. This JV Agreement (consisting of pages 1 to ___ inclusive, together with the Exhibits identified above) constitutes the entire agreement between the Partners and supersedes all prior written or oral understandings. This JV

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Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by each Partner.

IN WITNESS WHEREOF, the parties hereto have executed this JV Agreement. The Effective Date is July 22, 2015.

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First Partner:

By: [redacted]

Title: Senior Vice President & Chief Operating Officer

Date Signed: 7/22/2015

Address for giving notices:

Lochner

225 W. Washington St. 12th Fl

Chicago, IL 60606

Second Partner:

By: [redacted]

Title: Sr. Vice President

Date Signed: 7/22/15

Address for giving notices:

HLR Engineering, Inc.

8550 W. Bryn Mawr Ave, Suite 900

Chicago, IL 60631

Third Partner:

By: [redacted]

Title: DIRECTOR OF ENGINEERING

Date Signed: 7/22/15

Address for giving notices:

QUIGG ENGINEERING INC.

2351 S. DIRKSEN PARKWAY

SPRINGFIELD, IL 62703

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SUGGESTED FORMAT
(for use with E-580, 2005 Edition)

This is **Exhibit A1**, referred to in and part of the **Joint Venture Agreement Between Engineers for Professional Services** dated July 22, 2015

First Partner's Services

Article 1 of the Joint Venture Agreement is amended and supplemented to include the following agreement of the parties. *[List specific services to be provided by First Partner or any consultant under contract to First Partner.]*

EJCDC E-580 Standard Form of Joint Venture Agreement Between Engineers for Professional Services
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EXHIBIT A1

~~Exhibit F~~

Refinement to Scope of Services

Tollway Contract RR-14-4221

Tri-State Tollway
Bridge Rehabilitation / Reconstruction
Mile-Long Bridge (MP 21.5)

H.W. Lochner Inc. (Lochner)

July 6, 2015

INTRODUCTION

This document is a refinement to the Exhibit F Scope of Work provided by the Illinois State Toll Highway Authority for Contract No. RR -14-4221.

Master Plan and Phase II engineering services are required for engineering studies and the preparation of contract plans and specifications for proposed bridge rehabilitation and bridge reconstruction and widening of the Mile-Long Bridge (Bridge Nos. 191 and 192), in Cook County, Illinois.

The project limits will be from north of the Archer Avenue Bridge (approximate Station 1086+00, MP 20.4) to south of the 5th Avenue Cutoff Bridge (approximate Station 1193+00, MP 22.5) as shown on the Central Tri-State Tollway (I-294) Corridor Concept Study Exhibit 6.2.1 (Alignment Plans).

For the Master Plan Stage a Pre-Master Plan Memorandum, a Draft Master Plan Report and a Master Plan Report (30%) will be prepared for inclusion in a corridor wide Master Plan Report prepared by Contract RR-14-4223. For Phase II Preliminary (60%), Pre-Final (95%) and Final (100%) submittals will be prepared for up to 6 construction contracts.

The duration of the services is anticipated to begin in September 2015 and be completed by April 2020.

Items excluded from the RR-14-4221 engineering services are noted within this document and the following services are also excluded:

- Phase III Services
- Independent Value Engineering Study
- Tolling Analysis
- Design of future bikeways and/or trails along crossroads
- Design of private and public utility relocations
- Pavement design (assumed to be provided by others)
- Intersection Design Studies
- Interchange Design Studies
- Access Justification Reports
- Underwater Bridge Inspection
- Railroad track and signal work
- Items listed within the Contingency (unless or until Tollway authorizes these services)

The anticipated scope of services for Lochner is as described within the "LHQ Tri-State Partners Exhibit F Refinement to Scope Services" for the items noted below. As the lead firm of the LHQ Team Lochner will also provide services limited to monitoring and coordinating the scope items noted below with (M/C):

MASTER PLAN

1.1. Bridge & Other Structure Inspections (M/C)
1.2. Bridge Condition Reports (M/C)
1.3. Verification of Existing MLB Structural Capacity for Supporting Construction Loadings (M/C)
1.5. Bridge Type Study
1.6. Structural Type Study for Adjacent Impacted Structures
1.7. Type Size & Location Plans
2.1 Roadway Studies (M/C)
3.1 Phase 1 Drainage and Hydraulic Reports
4.2 Environmental Evaluation Document (EED) (M/C)
5 Permitting- Master Plan (M/C)
6 Lighting/ITS/Signals Master Plan (M/C)
9.1 Contractor Access (M/C)
9.2 Constructability (M/C)
11.1 Public Involvement (M/C)
12 Cost Estimates/Schedules Master Plan
13 Construction Packaging
14.1 Railroad (Agreements)
14.2 Agency/IGA
15 Master Plan Report

PHASE II ENGINEERING

100	Contract Packages
101	Phase II Roadway
102	Phase II Drainage
104	Structural Plans Mile Long Bridge
104.1	Perform structural design/analysis
104.2	Develop Design Plans
104.3	Retaining Wall #2 (M/C)
104.4	Noise Wall # 1 (M/C)
105	Lighting/Signals/ITS Phase II (M/C)
106	Permitting Phase II
107	Cost Estimates/Schedules Phase II
108	Production Management/Document Control

MANAGEMENT AND ADMINISTRATION

200.1	Management and Administration

200.2 Project Controls
200.3 Meetings and Coordination

QUALITY CONTROL/QUALITY ASSURANCE

301 Consultant Quality Plan

CONTINGENCY

Lochner's specific scope for contingent items will be determined at the time of the authorization of contingent items.

SUGGESTED FORMAT
(for use with E-580, 2005 Edition)

This is **Exhibit A2**, referred to in and part of the **Joint Venture Agreement Between Engineers for Professional Services** July 22, 2015.

Second Partner's Services

Article 1 of the Joint Venture Agreement is amended and supplemented to include the following agreement of the parties. *[List specific services to be provided by Second Partner or any consultant under contract to Second Partner.]*

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EXHIBIT A2

~~Exhibit F~~

Refinement to Scope of Services

Tollway Contract RR-14-4221

Tri-State Tollway
Bridge Rehabilitation / Reconstruction
Mile-Long Bridge (MP 21.5)

HDR Engineering, Inc.

July 6, 2015

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1.2. Bridge Condition Reports 5

1.3. Verification of Existing MLB Structural Capacity for Supporting Construction Loadings 5

1.4. Existing I-294 over LaGrange Road Bridge Load Rating 5

1.5. Bridge Type Study 5

1.6. Structural Type Study for Adjacent Impacted Structures 5

1.7. Type Size & Location Plans 5

2. Roadway Studies 5

2.1 Roadway Studies 5

2.2 Traffic Studies 5

3. Drainage and Hydraulic Studies 5

4. Environmental Studies 5

4.1. Environmental Studies Inventory Sheets (ESIS) I & II 5

4.2. Environmental Evaluation Document (EED) 5

5. Permitting- Master Plan 5

6. Lighting/ITS/Signals Master Plan 6

7. Survey 6

8. Geotechnical 6

9. Contractor Access 6

10. INVEST 6

11. Public Involvement 6

12. Cost Estimates/Schedules Master Plan 6

13. Construction Packaging 6

14. Coordination 6

14.1. Railroad (Agreements) 6

14.2. Agency/IGA 6

14.3. Utility 6

15. Master Plan Report 6
PHASE II ENGINEERING 6
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102. Phase II Drainage 7
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INTRODUCTION

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- Design of future bikeways and/or trails along crossroads
- Design of private and public utility relocations
- Pavement design (assumed to be provided by others)
- Intersection Design Studies
- Interchange Design Studies
- Access Justification Reports
- Underwater Bridge Inspection
- Railroad track and signal work
- Items listed within the Contingency (unless or until Tollway authorizes these services)

MASTER PLAN

1. Structural Studies

1.1. Bridge & Other Structure Inspections

Not included in HDR scope of work.

1.2. Bridge Condition Reports

Not included in HDR scope of work.

1.3. Verification of Existing MLB Structural Capacity for Supporting Construction Loadings

Not included in HDR scope of work.

1.4. Existing I-294 over LaGrange Road Bridge Load Rating

Not included in HDR scope of work.

1.5. Bridge Type Study

HDR will contribute to this task described in the master scope of work.

1.6. Structural Type Study for Adjacent Impacted Structures

HDR will contribute to this task described in the master scope of work.

1.7. Type Size & Location Plans

HDR will contribute to this task described in the master scope of work.

2. Roadway Studies

2.1 Roadway Studies

HDR will contribute to this task described in the master scope of work.

2.2 Traffic Studies

HDR will contribute to this task described in the master scope of work.

3. Drainage and Hydraulic Studies

Not included in HDR scope of work.

4. Environmental Studies

4.1. Environmental Studies Inventory Sheets (ESIS) I & II

HDR will contribute to this task described in the master scope of work.

4.2. Environmental Evaluation Document (EED)

HDR will contribute to this task described in the master scope of work.

5. Permitting- Master Plan

HDR will contribute to this task described in the master scope of work.

6. Lighting/ITS/Signals Master Plan

Not included in HDR scope of work.

7. Survey

Not included in HDR scope of work.

8. Geotechnical

Not included in HDR scope of work.

9. Contractor Access

Not included in HDR scope of work.

10. INVEST

HDR will contribute to this task described in the master scope of work.

11. Public Involvement

HDR will contribute to this task described in the master scope of work.

12. Cost Estimates/Schedules Master Plan

HDR will contribute to this task described in the master scope of work.

13. Construction Packaging

Not included in HDR scope of work.

14. Coordination

14.1. Railroad (Agreements)

HDR will contribute to this task described in the master scope of work.

14.2. Agency/IGA

Not included in HDR scope of work.

14.3. Utility

HDR will contribute to this task described in the master scope of work.

15. Master Plan Report

Not included in HDR scope of work.

PHASE II ENGINEERING

100. Contract Packages

HDR will contribute to this task described in the master scope of work.

101. Phase II Roadway

HDR will contribute to this task described in the master scope of work.

102. Phase II Drainage

Not included in HDR scope of work.

103. Soil Erosion & Sediment Control/Landscape

Not included in HDR scope of work.

104. Structural Plans Mile Long Bridge

HDR will contribute to this task described in the master scope of work.

105. Lighting/Signals/ITS Phase II

Not included in HDR scope of work.

106. Permitting Phase II

Not included in HDR scope of work.

107. Cost Estimates/Schedules Phase II

Not included in HDR scope of work.

108. Production Management/Document Control

Not included in HDR scope of work.

MANAGEMENT AND ADMINISTRATION

200. Management and Administration

200.1. Management and Administration

HDR will contribute to this task described in the master scope of work.

200.2. Project Controls

Not included in HDR scope of work.

200.3. Meetings and Coordination

HDR will contribute to this task described in the master scope of work.

QUALITY CONTROL/QUALITY ASSURANCE

301. Consultant Quality Plan

HDR will contribute to this task described in the master scope of work.

CONTINGENCY

HDR will contribute to the following contingency tasks upon request except C4, C6, C8, C10 and C11.

SUGGESTED FORMAT
(for use with E-580, 2005 Edition)

This is **Exhibit A3**, referred to in and part of the **Joint Venture Agreement Between Engineers for Professional Services** dated July 22, 2015.

Third Partner's Services

Article 1 of the Joint Venture Agreement is amended and supplemented to include the following agreement of the parties. *[List specific services to be provided by Third Partner or any consultant under contract to Third Partner.]*

EJCDC E-580 Standard Form of Joint Venture Agreement Between Engineers for Professional Services
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EXHIBIT A3

~~Exhibit F~~

Refinement to Scope of Services

Tollway Contract RR-14-4221

Tri-State Tollway
Bridge Rehabilitation / Reconstruction
Mile-Long Bridge (MP 21.5)

Quigg Engineering Inc. (Quigg)

July 6, 2015

INTRODUCTION

This document is a refinement to the Exhibit F Scope of Work provided by the Illinois State Toll Highway Authority for Contract No. RR -14-4221.

Master Plan and Phase II engineering services are required for engineering studies and the preparation of contract plans and specifications for proposed bridge rehabilitation and bridge reconstruction and widening of the Mile-Long Bridge (Bridge Nos. 191 and 192), in Cook County, Illinois.

The project limits will be from north of the Archer Avenue Bridge (approximate Station 1086+00, MP 20.4) to south of the 5th Avenue Cutoff Bridge (approximate Station 1193+00, MP 22.5) as shown on the Central Tri-State Tollway (I-294) Corridor Concept Study Exhibit 6.2.1 (Alignment Plans).

For the Master Plan Stage a Pre-Master Plan Memorandum, a Draft Master Plan Report and a Master Plan Report (30%) will be prepared for inclusion in a corridor wide Master Plan Report prepared by Contract RR-14-4223. For Phase II Preliminary (60%), Pre-Final (95%) and Final (100%) submittals will be prepared for up to 6 construction contracts.

The duration of the services is anticipated to begin in September 2015 and be completed by April 2020.

Items excluded from the RR-14-4221 engineering services are noted within this document and the following services are also excluded:

- Phase III Services
- Independent Value Engineering Study
- Tolling Analysis
- Design of future bikeways and/or trails along crossroads
- Design of private and public utility relocations
- Pavement design (assumed to be provided by others)
- Intersection Design Studies
- Interchange Design Studies
- Access Justification Reports
- Underwater Bridge Inspection
- Railroad track and signal work
- Items listed within the Contingency (unless or until Tollway authorizes these services)

SUGGESTED FORMAT
(for use with E-580, 2005 Edition)

This is **Exhibit D**, referred to in and part of the **Joint Venture Agreement Between Engineers for Professional Services** dated July 22, 2015.

Dispute Resolution

Paragraph 13.03 of the Joint Venture Agreement is amended and supplemented to include the following agreement of the parties:

D.13.03 *Dispute Resolution*

A. Mediation. First Partner and/or Second Partner and/or Third Partner agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation conducted by the American Arbitration Association Mediation Procedures. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

1.

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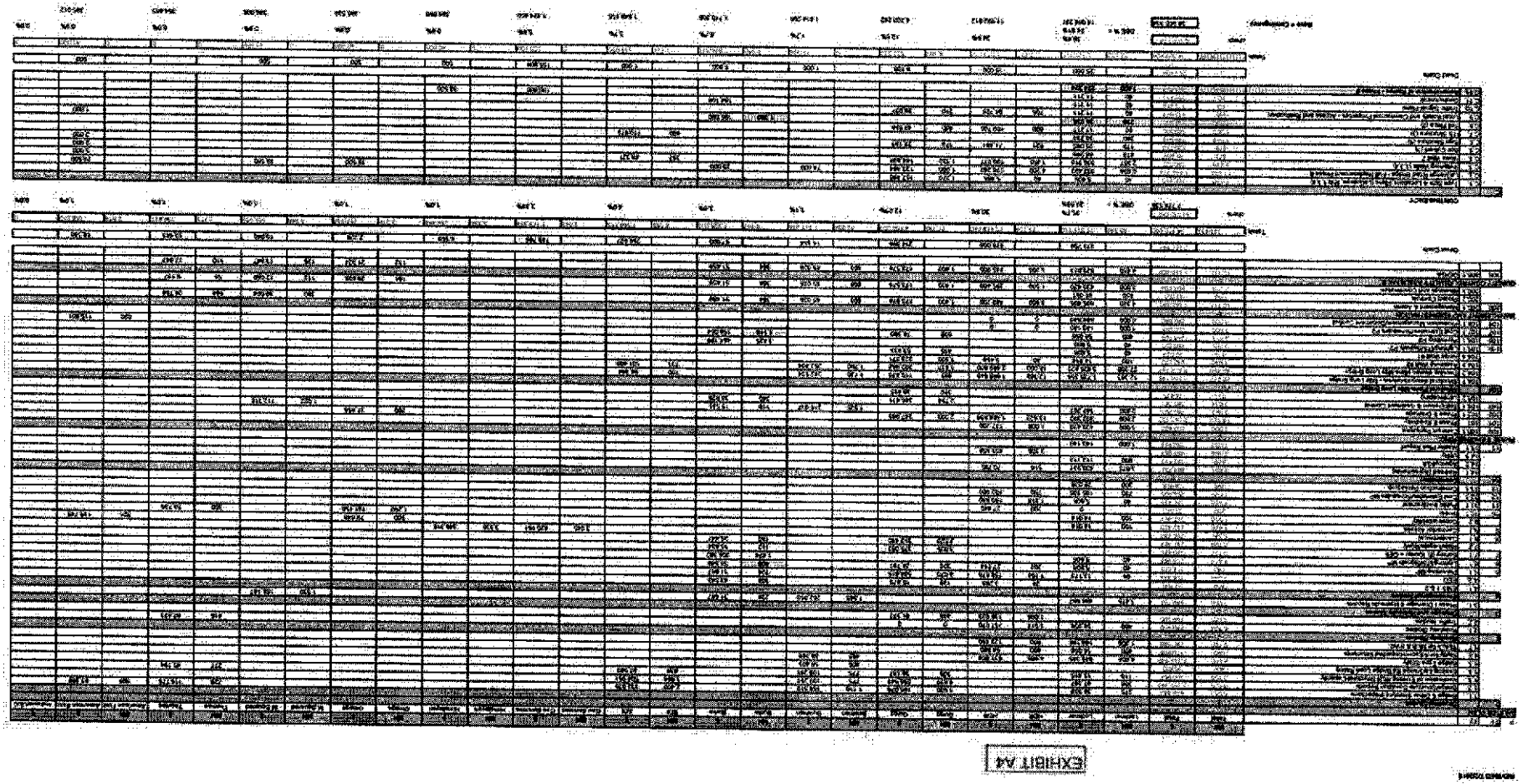


EXHIBIT A4

Print | Close Window

Subject: Notice of Eligibility Letter - Attached is your company's Notice of Eligibility letter indicating its eligibility and expiration date.
From: IDHR.PublicContracts <IDHR.PublicContracts@Illinois.gov>
Date: Wed, May 08, 2013 12:14 pm
To: "AWYCHE@OUTLOOKDCI.COM" <AWYCHE@OUTLOOKDCI.COM>
Attach: image002.jpg

ILLINOIS DEPARTMENT OF
Human Rights

Pat Quinn, Governor
Rocco J. Claps, Director

IDHR #: 135861-00
Date Eligible: 05/07/2013
Expires on: 05/07/2018

Angela Wyche
Outlook Design & Construction, Inc.
47 W. Polk Street #205
Chicago, IL 60605

NOTICE OF ELIGIBILITY FOR PUBLIC CONTRACTS

This Notice of Eligibility documents receipt by the Illinois Department of Human Rights (DHR) of a properly completed and signed Employer Report For (Form PC-1) filed by the above-named employer in compliance with 44 Ill Adm. Code 750/210(a). The IDHR Bidder Eligibility Number appearing above must be supplied, upon request, to contracting agencies.

The use of this Bidder Eligibility Number is restricted to the employer name above. The Department's Public Contracts Unit must be notified in writing when any change is made in the employer's name and/or address. Any significant change involving the employer's form of organization, corporate affiliation, or workforce composition must also be reported in writing and may require the filing of a new Employer Report Form. Employers should be aware that the use of any business name other than that reported to the Department on any contract bid may preclude verification of eligibility by the Department or a contracting agency and may consequently result in denial.

THE ELIGIBILITY NUMBER EXPIRES FIVE YEARS FROM THE "ELIGIBILITY DATE" APPEARING ABOVE. No additional notice of the expiration date will be provided. Eligibility for the award of state contracts may expire at an earlier date if it is relinquished by the employer or revoked by the Department after finding that a public contractor or eligible bidder has engaged in unlawful discrimination or failed to comply with affirmative action requirements mandated by the Illinois Human Rights Acts (775 ILCS 5/1/-101 et. Seq) (Act) and the public contracts portions of Department Rules (44 Ill. Admin. Code 750) (Rules). The Department may audit any eligible bidder or contractors found to have violated the Act and /or the Rules are subject to contract cancellation, bid eligibility revocation, and such other penalties as may be provided for by the Act. Issuance of this Notice does not, by itself, constitute Department approval of the employer's non-discrimination and affirmative action plans, policies, or practices.

This notice does not certify the Employer as a minority or female business enterprise, and does not constitute pre-qualification with regard to financial, insurance, or bonding capacity, or compliance with any requirement other than the bidder registration requirement referenced in the first paragraph. Employers should contact the agency with which they wish to do business for information regarding any other requirements governing contracting with that agency.

This notice should be kept with other important business documents. Employers requiring further information regarding their duties as eligible bidders and public contractors are encouraged to contact the Public Contracts Unit at the address printed above or telephone 312-814-2431

IDHR PCU (01-2010)

DESIGN SECTION ENGINEER
AGREEMENT INCLUDING TEAMING

The Board of Directors, on the **23rd** day of **July, 2015**, 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 comprised of the Team of **H.W. LOCHNER, INC / HDR ENGINEERING, INC. / QUIGG ENGINEERING, INC.,** authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **July 6, 2015,** to provide design section engineering services for Contract No. **RR-14-4221** for **Bridge Rehabilitation/Reconstruction, Tri-State Tollway (I-294) Mile Post 21.5 (Mile-Long Bridge)**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 14-3, Item 1,** staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **RR-14-4221** for **Bridge Rehabilitation/Reconstruction, Tri-State Tollway (I-294) Mile Post 21.5 (Mile-Long Bridge)** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **July 6, 2015**, 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 Design Section Engineer's Manual for The Illinois State Toll Highway Authority, March 2014 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.

D. The DESIGN SECTION ENGINEER has entered into a Teaming Agreement identifying the obligations, duties and responsibilities of each party to the Teaming agreement which is attached to this Agreement.

ARTICLE II

Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineer 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 July 24, 2015** and ending **March 31, 2023**, in accordance with the schedule included in the attached proposal. Should circumstances arise, the Chief Engineer of the TOLLWAY may, at his discretion and with consent of the DESIGN SECTION ENGINEER, renew this contract for two additional one year terms or one additional two year term, as agreed upon by the Parties.

Notwithstanding anything in this Agreement, the 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 **Thirty Eight Million, Nine Hundred Thousand, Three Hundred Thirty-Four Dollars and Fifty-Four Cents ($38,900,334.54).** 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 Engineer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineer. 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.

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ARTICLE IV

Scope of the Service

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

ARTICLE V

Compliance with State and Other Laws

The 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. The Team of ***H.W. Lochner, Inc. / HDR Engineering, Inc. / Quigg Engineering, 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

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the period of the AGREEMENT or thereafter. The DESIGN SECTION ENGINEER must return any and all data collected, maintained, created or used in the course of the performance of the AGREEMENT, in whatever form it is maintained, promptly at the end of the AGREEMENT, or earlier at the request of the TOLLWAY, or notify the TOLLWAY in writing of its destruction with prior TOLLWAY approval only.

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

ARTICLE VI

Responsibility for Injuries and Damages

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

The firms comprising the DESIGN SECTION ENGINEER and identified in the Teaming Agreement shall be jointly and severally liable to the TOLLWAY for any and all damages, injuries and claims, including those arising from the professional acts, errors or omissions resulting from services rendered per this Agreement.

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,

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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. DESIGN SECTION ENGINEER agrees that such policy or policies, 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. Each member of the DESIGN SECTION ENGINEER agrees that it will maintain its Engineering Professional Errors and Omissions Liability policy in effect for three years after the completion of the Agreement.

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All deductible or self-insured retentions must be declared and are the sole responsibility of the DESIGN SECTION ENGINEER. The Illinois State Toll Highway Authority shall be named an "additional insured" for the commercial general liability and automobile liability coverage. These policies shall be primary for the additional insured and not contributing with any other insurance or similar protection available to the additional insured. Copies of the applicable "additional insured" endorsements will be provided to the TOLLWAY with the insurance documentation.

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

ARTICLE VIII

Ownership of Documents

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

ARTICLE IX

Financial Statement

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

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ARTICLE X

Successors and Assigns

The TOLLWAY and DESIGN SECTION ENGINEER each bind themselves, their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Except as this Agreement provides, neither the TOLLWAY nor the DESIGN SECTION ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

ARTICLE XI

Subcontractors

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

ARTICLE XII

Suspension

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

ARTICLE XIII

Termination

A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the DESIGN SECTION ENGINEER. Upon termination and within ten (10) days of said termination, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report, in form satisfactory to the Chief Engineer 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

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documents developed under the terms of this Agreement as requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and 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 Engineer shall be final. At the request and direction of the Chief Engineer 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 for The Illinois State Toll Highway Authority, March 2014 and as revised thereafter.

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

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

a. Actual payroll cost for services properly performed prior to the effective date of termination, times a multiplier of **2.8000;**

b. Actual reimbursable direct expenses incurred prior to the effective date of termination;

c. Actual payroll cost times a multiplier of **2.8000** for any wind-up services after the effective date of termination as directed to be performed by the Chief Engineer 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 Engineer of the TOLLWAY;

B. Termination for Cause

1. In the event the DESIGN SECTION ENGINEER fails to meet any of its contractual obligations, as set forth in this Agreement including the proposal, then the TOLLWAY, at its option, may consider the Agreement as canceled effective upon the delivery of written Notice of Termination for Cause to the DESIGN SECTION ENGINEER, and the DESIGN SECTION ENGINEER shall have no further claims or rights against the TOLLWAY except as set forth herein. The TOLLWAY may, as

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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.

3. Upon termination for cause, and within ten (10) days of such notice, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report in a form satisfactory to the Chief Engineer 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 Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of services that have been performed under this Agreement by the DESIGN SECTION ENGINEER. In the case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineer shall be

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final. At the request and direction of the Chief Engineer 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 for The Illinois State Toll Highway Authority, March 2014 and as revised thereafter.

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

a. Actual payroll cost for services properly performed prior to the effective date of termination, times a multiplier of **2.8000**;

b. Actual reimbursable direct expenses incurred prior to the effective date of termination;

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Record Retention and Audit

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

The DESIGN SECTION ENGINEER shall maintain in the State of Illinois, for a

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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

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TOLLWAY for recovery of any funds paid by the TOLLWAY under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

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

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

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **H.W. Lochner, Inc., 225 West Washington Street, 12th Fl. Chicago, Illinois 60606,** or to the Chief Engineer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE 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

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Agreements are subject to the statutes, rules, regulations and policies governing the TOLLWAY and are expressly subject to the approval of the TOLLWAY's Board of Directors, the Procurement Policy Board, the Chief Procurement Officer for General Services, and the Attorney General of the State of Illinois.

ARTICLE XIX

Inspector General

Each party to this Agreement hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/) the Inspector General of the Illinois State Toll Highway Authority has the authority to audit and to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse and when necessary subpoena witnesses and compel the production of books and papers pertinent to an investigation. Each party shall cooperate in any such investigation and shall provide access to all information and documentation related to the services performed and will disclose and make available all personnel involved or connected with the services or having knowledge of the services.

ARTICLE XX

Engineer Selection Process

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

ARTICLE XXI

Report of a Change in Circumstances

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

Further, the DESIGN SECTION ENGINEER agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The DESIGN SECTION ENGINEER agrees to

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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 **RR-14-4221** the day and year first above written.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By [redacted] 9/22/15
Chair/Executive Director-Signature Date
Robert Schillerstrom/Greg Bedalov

APPROVED: [redacted] 9/17/15
Chief of Finance - Signature Date
Michael Colsch

APPROVED: [redacted] 9/16/15
General Counsel – Signature Date
David Goldberg

H.W. Lochner, Inc. /
HDR Engineering, Inc. /
Quigg Engineering, Inc.

[redacted] 7/22/15
President-Signature Date
H.W. Lochner, Inc.

James W. Bushor 7/22/15
Printed Name as Signed Above

[redacted] 7/22/15
President-Signature Date Sr. VP Signature
HDR Engineering, Inc.

Patrick J. Pechnick
Printed Name as Signed Above

[redacted] 7-22-15
President-Signature Date
Quigg Engineering, Inc.

Lori L Quigg
Printed Name as Signed Above

ATTEST:

H.W. LOCHNER, INC. CORPORATE SEAL WISCONSIN

[redacted] 7/22/15 (Seal)
Secretary - Signature [redacted]te

Barbara J Clemens Novak
Printed Name as Signed Above

Approved as to Form and Constitutionality

[redacted] 9-14-2015
Attorney General, State of Illinois – Robert Lane - Signature Date

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DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER RR-14-4221

This proposal, dated July 6, 2015, is submitted by H.W. Lochner, Inc./HDR Engineering, Inc./Quigg Engineering, Inc. of Chicago, Illinois for Design Section Engineer's Service.

LOCATION OF DESIGN SECTION

The location of the construction Contract RR-14-4221 for which we propose to provide Design Section Engineering Services is Tri-State Tollway, Bridge Rehabilitation / Reconstruction, Mile-Long Bridge (MP 21.5), in Cook County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 14-3, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, dated March 2014 (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:

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

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

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

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

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.

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

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

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

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

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

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

The ADDITIONAL SERVICES PROVISION (if any) included in this proposal (see *Exhibit B*) will be for the sole purpose of funding increases in the Scope of Work, which have been identified as potential extra services prior to the start of work. The additional

services funds will not be used to cover costs for items included in the original Scope of Design Engineering Services. The authorization for the use of the Additional Services Funds must be in writing from the Chief Engineer of the TOLLWAY.

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be $ 38,900,334.54 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

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

A. Definition of the revision to the scope.
B. Documentation of the facts leading to or requiring the revision to the Scope of Work.
C. Scheduling impact.
D. Construction cost impact.
E. Design fee impact including:

    1. Labor
    2. Direct Cost
    3. Other

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

The 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 Engineer of the TOLLWAY. If additional funds are required for the supplemental work, this Authorization to Proceed must receive the required TOLLWAY approvals authorizing the funds for the supplemental work.

PROGRESS REPORTS - The DESIGN SECTION ENGINEER will submit monthly progress and staffing reports including a narrative report and providing a brief discussion of the status of the design. These reports must be submitted with the invoice

covering the same period, and must be received by the TOLLWAY within 20 calendar days following the reporting period.

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

KEY PERSONNEL - Exhibit E is a list of the Key Personnel who will be assigned to this project, should this proposal be accepted, together with a brief resume for each. It is understood that the TOLLWAY reserves the right to review the performance of assigned personnel at any time and the DESIGN SECTION ENGINEER agrees to replace or re-assign personnel who are deemed by the TOLLWAY to not be suited to the task to which they are assigned. The DESIGN SECTION ENGINEER further agrees to assign employees to this project in a manner which will minimize engineering design expenses to the TOLLWAY.

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

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

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

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

INVOICES for services performed and expenses incurred through December 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 Engineer 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 Ill. Comp. Stat. 500/20-65) and rules promulgated thereunder, every CONTRACT for goods and services shall provide that the contractor shall maintain certain records, books and documents.

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

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

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

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

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

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

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT RR-14-4221

SUBMITTED BY:

FIRM NAME:	H.W. Lochner, Inc.
ADDRESS:	225 West Washington Street – 12th Floor
CITY, STATE:	Chicago, Illinois
TELEPHONE:	312-372-3011
FACSIMILE:	312-372-5974
SIGNED BY:	[redacted]
PRINTED NAME:	James Bishop
TITLE:	President & CEO

Biggs, Susan

From: Ryan, Mary Jo
Sent: Tuesday, June 23, 2015 1:48 PM
To: Biggs, Susan
Cc: Lanzo, Paul
Subject: RE: RR-14-4221 - H.W. Lochner, Inc. - JULY Board - Revised Disclosures , IPB# 22035086

Sue,

Disclosures are approved to move forward for the following:

1) H.W. Lochner, Inc.

Thank you,

Mary Jo Ryan
Assistant to Sr. State Purchasing Officer
Office: 630-241-6800 x 2644
Email: mjryan@getipass.com

From: Biggs, Susan
Sent: Monday, June 22, 2015 9:14 AM
To: Ryan, Mary Jo
Cc: Lanzo, Paul
Subject: RR-14-4221 - H.W. Lochner, Inc. - JULY Board - Revised Disclosures , IPB# 22035086

Mary Jo,

Revised Financial Disclosures have been provided for your review and a new line for the Prime Consultant has been added to the spreadsheet.

RR-14-4221 – H.W. Lochner, Inc.

This is a July Board agenda item. PSB 14-3 – IBP Notice 22035086

Please note that H.W. Lochner is the Managing Partner of a teaming agreement with HDR Engineering and Quigg Engineering whose disclosures will be submitted separately.

Please let me know if you need any additional information.

Thanks,
Sue Biggs

STATE OF ILLINOIS

STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: ____RR-14-4221_____

CONTRACTOR NAME: ___H.W. Lochner, Inc._____

1. PAYMENT TERMS AND CONDITIONS:

1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 III. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (http://www.state.il.us/agency/idol/index.htm).

1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.

1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

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

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

Invoice#_____ Invoice Date_____

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

_____

Authorized Representative

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

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

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

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

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

3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

4. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the

purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

5. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

6. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

7. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

8. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

9. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

10. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

11. **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be

modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

12. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

13. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

14. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

15. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.

16. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at http://www.ilga.gov).

17. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

18. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

19. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

20. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable,

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

21. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

22. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

23. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

24. **WARRANTIES FOR SUPPLIES AND SERVICES:**

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

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

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

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

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

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

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

27. SUPPLEMENTAL PROVISIONS

27.1 TOLLWAY SUPPLEMENTAL PROVISIONS

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

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

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

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

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

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

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

27.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

27.3 VENDOR SUPPLEMENTAL PROVISIONS

☐ Vendor Supplemental Provisions:

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT CC

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

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	**Section/Subsection New Number, Title of New Subsection:** State the new additional term or condition.

_____ hereby agrees to the exceptions provided by _____and to the Additional Terms and Conditions provided by _____.

Agreed:	Agreed:
By:	By:
Signed:	Signed:
Position:	Position:
Date:	Date:

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

Date: June 18, 2015 **Contract Number:** RR-14-4221

Project Name: Tri-State Tollway, Bridge Rehabilitation/Reconstruction, Mile Long Bridge (MP 21.5)

DELINQUENT DEBT REVIEW

Sub Contractor/Consultant Disclosure.
Will you be using any sub-consultants/contractors? _X_ Yes ___ No

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

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

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

CONTRACTOR

Contractor/Consultant: H.W. Lochner, Inc.

Federal Employment Identification Number (FEIN): [redacted]

E-Mail:

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

Sub-Contractor(s)	Sub-Contractor FEIN	Address	General Type of Work	Anticipated Amount to be Paid (to extent known)
HDR Engineering, Inc. (LOHDQU TM)	[redacted]	8550 West Bryn Mawr Avenue Suite 900 Chicago, IL 60631	Engineering	31%
Quigg Engineering, Inc. (LOHDQU TM)		2351 South Dirksen Parkway Springfield, IL 62703	Engineering	12%
American First Contracting, Inc.			Constructability, Cost Estimates	1%
Bowman Consulting Group, Ltd.		180 North Stetson Avenue Suite 1500 Chicago, IL 60601	Engineering	5%

Christopher B. Burke Engineering, Ltd.	[redacted]	9575 W. Higgins Road Suite 600 Rosemont, IL 60018	Permitting and Lighting	4%
Geo Services, Inc. (DBE)		805 Amherst Court Suite 204 Naperville, IL 60565	Geotechnical Engineering	3%
Himalayan Consulting, LLC (DBE)		[redacted]	Geotechnical Engineering	1%
M Squared Engineering, LLC (DBE)		W62N215 Washington Ave Cedarburg, WI 53012	Drainage Engineering	1%
Omega & Associates, Inc. (MBE)		3333 Warrenville Road Suite 130 Lisle, IL 60532	Constructability	1%
SDIENGR Corp. (DBE)		309 W. Washington Street Suite 325 Chicago, IL 60606	Structural Engineering	4%
Thomas Engineering, LLC		238 South Kenilworth Avenue Suite 100 Oak Park, IL 60302	Civil Engineering	1%

[redacted]

Francis Powers

Print _____ **Date** 06/18/2015

Contractor/Consultant

STATE OF ILLINOIS
FORMS A

A vendor responding to a solicitation by the State of Illinois must return the information requested within this section with their bid or offer if they are not registered in the Illinois Procurement Gateway (IPG). Failure to do so may render their bid or offer non-responsive and result in disqualification.

Please read this entire Forms A and provide the requested information as applicable and per the instructions. All forms and signature areas contained in this Forms A must be completed in full and submitted along with the bid in an Invitation for Bid; and completed in full and submitted along with the technical response and price proposal, which combined will constitute the Offer, in a Request for Proposal.

Vendor Name: H.W. Lochner, Inc.	Phone: 312-372-3011
Street Address: 225 W. Washington Street	Email: fpowers@hwlochner.com
City, State Zip: Chicago, IL 60606	Vendor Contact: Frank Powers

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

OUTLINE

FORMS A

Complete this section if you are not using an IPG (Illinois Procurement Gateway) Registration #

	Part
Business and Directory Information	1.
Illinois Department of Human Rights Public Contracts Number	2.
Authorized to Do Business in Illinois	3.
Standard Certifications	4.
State Board of Elections	5.
Disclosure of Business Operations in Iran	6.
Financial Disclosures and Conflicts of Interest	7.
Taxpayer Identification Number	8.

STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION

1.1. Name of Business (official name and DBA)

H.W. Lochner, Inc.

1.2. Business Headquarters (address, phone and fax)

225 W. Washington Street, 12th Floor, Chicago, IL 60606

312-372-3011

312-372-5974

1.3. If a Division or Subsidiary of another organization provide the name and address of the parent

Click here to enter text.

1.4. Billing Address

225 W. Washington Street, 12th Floor, Chicago, IL 60606

Click here to enter text.

1.5. Name of Chief Executive Officer

James Bishop, PE

1.6. Company Web Site Address

www.hwlochner.com

1.7. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)

Corporation

1.8. Length of time in business

71 years

1.9. Annual Sales for Offeror's most recently completed fiscal year

$100M

1.10. Show number of full-time employees, on average, during the most recent fiscal year

475

1.11. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:

1.11.1. Minority (30 ILCS 575/2(A)(1) & (3)) ☐ Yes

1.11.2. Female (30 ILCS 575/2(A)(2) & (4)) ☐ Yes

1.11.3. Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) ☐ Yes

1.11.4. Disadvantaged (49 CFR 26) ☐ Yes

1.11.5. Veteran (30 ILCS 500/45-57) ☐ Yes

STATE OF ILLINOIS
ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

2.1. If Offeror employed fifteen or more full-time employees at the time of submission of their response to this solicitation or any time during the previous 365-day period leading up to submission, it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to the solicitation opening date. 775 ILCS 5/2-101. If the Agency/University cannot confirm compliance, it will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): H.W. Lochner, Inc.

☐ (check if applicable) The number is not required as the company has not met or exceeded the number of employees that makes registration necessary under the requirements of the Human Rights Act described above.

IDHR Public Contracts Number: 111281A-00 Expiration Date: 11/15/2016.

2.2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: Click here to enter text..

2.3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADM. CODE 750.210(a).

2.4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.

2.5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.

2.6. Offeror may obtain an application form by:

2.6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).

2.6.2. Internet: You may download the form from the Department of Human Rights' website at (http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx).

2.6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

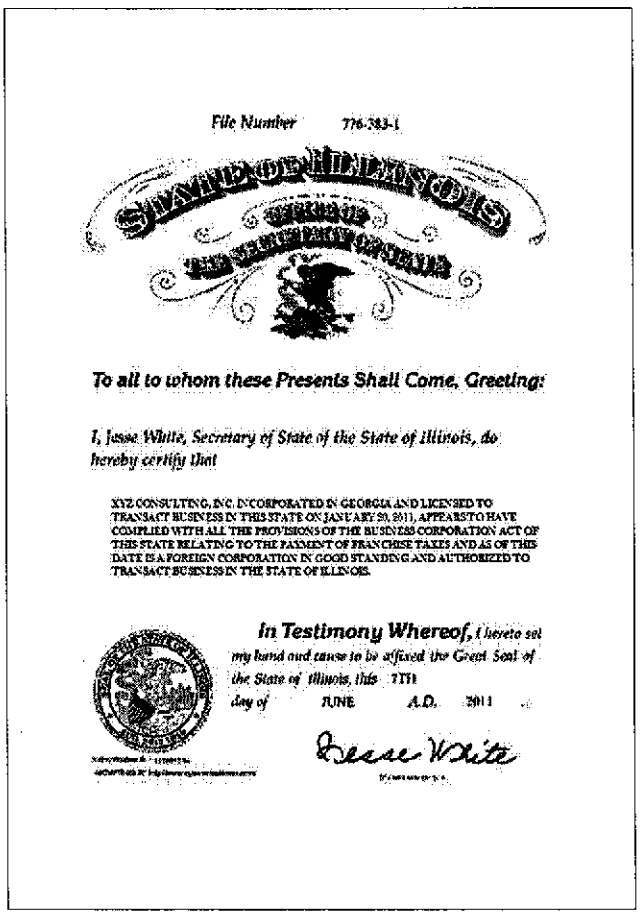
STATE OF ILLINOIS
AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS

3. A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting an offer. 30 ILCS 500/20-43. Offerors must review and complete certification #4.32 in the Standard Certifications found in Forms A, Part 4.

   Certification #4.32 requires Vendor to check one of the four boxes representing its status. Two of the four options require that the Vendor attach to the Standard Certifications (Forms A, Part 4) a detailed explanation of the legal basis for its status claim. The State may request evidence from a vendor that certifies it is authorized to do business in Illinois proving such authorization. Failure to produce evidence in a timely manner may be considered grounds for determining Vendor non-responsive or not responsible.

   For information on registering to transact business or conduct affairs in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at (http://cyberdriveillinois.com/departments/business_services/home.html) or your home county clerk.

EVIDENCE OF BEING AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IS THE SECRETARY OF STATE'S CERTIFICATE OF GOOD STANDING



File Number 776-383-1

To all to whom these Presents Shall Come, Greeting:

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

XYZ CONSULTING, INC. INCORPORATED IN GEORGIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 20, 2011, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES AND AS OF THIS DATE IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS 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* JUNE *A.D.* 2011

Jesse White

File Number 1098-031-3

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

H. W. LOCHNER, INC., INCORPORATED IN WISCONSIN AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JUNE 07, 1956, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS 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* 2ND *day of* JULY *A.D.* 2014 .

Jesse White

SECRETARY OF STATE

Authentication #: 1418301990

Authenticate at: http://www.cyberdriveillinois.com

EXHIBIT "1"

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

4.1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and it subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

4.2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

4.3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

4.4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

4.5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

4.6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

4.7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.

4.8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.

4.9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.

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

4.11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.

4.12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.

4.13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.

4.14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.

4.15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

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

4.17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.

4.18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.

4.19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.

4.20. Drug Free Workplace

4.20.1. If Vendor employs 25 or more employees and this contract is worth more than $5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

4.20.2. If Vendor is an individual and this contract is worth more than $5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.

4.21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.

4.22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.

4.23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.

4.24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.

4.25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.

4.26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

4.27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.

4.28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

4.29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.

4.30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☒ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

4.31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

4.32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

A. ☐ Vendor certifies it is an individual acting as a sole proprietorand is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. ☒ Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

C. ☐ Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

D. ☐ Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

4.33. Vendor certifies that, for the duration of this contract it will:

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website it successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

5. Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors, bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than $50,000 or whose aggregate pending bids or proposals and current State contracts that total more than $50,000, the vendor, bidder, or offeror is prohibited from making political contributions and must register with the State Board of Elections. 30 ILCS 500/20-160.

EVIDENCE OF REGISTRATION WITH THE STATE BOARD OF ELECTIONS IS THE CERTIFICATE OF REGISTRATION


Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 138

ABC Corporation
123 Main Street
Anywhere, IL USA 62707

Information for this business last updated on
Wednesday, October 13, 2010

Certificate generated on Wednesday, October 13, 2010 at 12:30 PM

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 15215

H. W. Lochner, Inc

225 West Washington
12th Floor
Chicago IL 60606

Information for this business last updated on:

Wednesday, February 26, 2014

Certificate produced on Wednesday, February 26, 2014 at 12:41 PM

Registered Business

STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

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

   - more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or

   - the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

   A bid or offer that does not include this disclosure may be given a period after the bid or offer is submitted to cure non-disclosure. A chief procurement officer may consider the disclosure when evaluating the bid or offer or awarding the contract.

   ☒ There are no business operations that must be disclosed to comply with the above cited law.

   ☐ The following business operations are disclosed to comply with the above cited law:

   Click here to enter text.

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name:

Business Name: H.W. Lochner, Inc.

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

or

Employer Identification Number: [redacted]

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 medical and/or health care services	☐ Limited Liability Company (select applicable tax classification)
☒ Corporation NOT providing or billing medical and/or health care services	☐ C = corporation ☐ P = partnership

Signature of Authorized Representative: [redacted]

Date: June 1, 2015

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid or offer or awarding the contract.

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

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

☒ Vendor

☐ Vendor's Parent Entity(ies) (100% ownership)

☐ Subcontractor(s) >$50,000 (annual value)

☐ Subcontractor's Parent Entity(ies) (100% ownership) > $50,000 (annual value)

Project Name	Tri-State Tollway, Bridge Rehabilitation/Reconstruction, Mile Long Bridge (MP 21.5)
Illinois Procurement Bulletin Number	22035086
Contract Number	RR-14-4221
Vendor Name	H.W. Lochner, Inc.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	H.W. Lochner, Inc.
Disclosing Entity's Parent Entity	Click here to enter text.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) ☐ If you selected Other, please describe: Click here to enter text.

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

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

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that 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 100 Shareholders

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

OR

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

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

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

☐ Option 4 – Foreign Entities

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

OR

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

☐ Option 5 – Not-for-Profit Entities

☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

☐ Skip to Step 3.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

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

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X

Name	Address	Percentage of Ownership	$ Value of Ownership
Harry W. Lochner, Jr.	225 West Washington, Chicago, IL 60606	8.24	1,615,602
Lawrence Thomas	225 West Washington, Chicago, IL 60606	.75	147,356.25
James Bishop	225 West Washington, Chicago, IL 60606	3.80	745,250
Francis Powers	225 West Washington, Chicago, IL 60606	4.25	833,325
Roy Bruce	2840 Plaza Place, Suite 202, Raleigh, NC 27612	3.97	779,125
Charles Craycraft	1040 Monarch Street, Suite 300, Lexington, KY 40513	2.73	535,225
Kevin Newman	5767 Eagles Nest Blvd., Tyler, TX 75703	2.52	494,575
Tyler Robirds	1245 E. Brickyard Road, Suite 400, Salt Lake City, UT 84106	2.23	436,987.50
Jeanne Cormier	55 Hartland Street, Suite 401,	1.87	365,850

	East Hartford, CT 06108		
Phillip Russell	810 Hester's Crossing, Suite 2225, Round Rock, TX 78681	.89	161,583.75
Gregory Evans	5767 Eagles Nest Blvd., Tyler, TX 75703	1.66	330,000
Steven Hileman	903 East 104th Street, Suite 900, Kansas City, MO 64131	1.25	245,255
John Cook	225 West Washington, Chicago, IL 60606	1.12	220,187.50
Hugh Williams	900 Capital Circle SE, Suite #6 Tallahassee, FL 32301	1.00	196,475
Scott Lucas	1245 E. Brickyard Road, Suite 400, Salt Lake City, UT 84106	1.00	196,475
Vance Henry	941 South Industry Way, Meridian, ID 83642	.92	179,537.50
Paul Blachowicz	225 West Washington, Chicago, IL 60606	.90	176,150
Richard Bray	55 Hartland Street, Suite 401, East Hartford, CT 06108	.81	159,212.50
Thomas Stoner	4350 West Cypress Street, Suite 800, Tampa, FL 33607	.73	142,275
Paula Tomlins	2335 E Crawford Street Salina, KS 67401	.67	132,112.50
Brad Stein	915 118th Ave SE Suite 130, Bellevue, WA 98005	.66	128,725
Steven Lewis	915 118th Ave SE Suite 130 Bellevue, WA 98005	.62	121,272.50
Kenneth Desmaretz	1011 Warrnevile Road, Suite 20, Lisle, IL 60532	.59	115,175
Christopher Hylas	55 Hartland Street, Suite 401, East Hartford, CT 06108	.57	111,787.50
Hyrum Kunzler	1245 E. Brickyard Road, Suite 400, Salt Lake City, UT 84106	.57	111,787.50

William Howell	4350 West Cypress Street, Suite 800, Tampa, FL 33607	.55	108,400
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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

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

TABLE – Y

Name	Address	% of Distributive Income	$ Value of Distributive Income
Harry W. Lochner, Jr.	225 West Washington, Chicago, IL 60606	8.24	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please certify that the following statements are true.

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

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

TABLE – Z	
Name	**Address**
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
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.

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity

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

STEP 4
PROHIBITED CONFLICTS OF INTEREST
(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Harry W. Lochner, Jr., Lawrence Thomas, James Bishop, Francis Powers, Roy Bruce, Charles Craycraft, Kevin Newman, Tyler Robirds, Jeanne Cormier, Phillip Russell, Gregory Evans, Steven Hileman, John Cook, Hugh Williams, Scott Lucas, Vance Henry, Paul Blachowicz, Richard Bray, Thomas Stoner, Paula Tomlins, Brad Stein, Steven Lewis, Kenneth Desmaretz, Christopher Hylas, Hyrum Kunzler, William Howell

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☒ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor? ☐ Yes ☒ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☒ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☒ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor ($354,824.00)? ☐ Yes ☐ No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS
(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Harry W. Lochner, Jr., Lawrence Thomas, James Bishop, Francis Powers, Roy Bruce, Charles Craycraft, Kevin Newman, Tyler Robirds, Jeanne Cormier, Phillip

Russell, Gregory Evans, Steven Hileman, John Cook, Hugh Williams, Scott Lucas, Vance Henry, Paul Blachowicz, Richard Bray, Thomas Stoner, Paula Tomlins, Brad Stein, Steven Lewis, Kenneth Desmaretz, Christopher Hylas, Hyrum Kunzler, William Howell

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

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES

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

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

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

Please provide the name of the person or entity for which responses are provided: Harry W. Lochner, Jr., Lawrence Thomas, James Bishop, Francis Powers, Roy Bruce, Charles Craycraft, Kevin Newman, Tyler Robirds, Jeanne Cormier, Phillip Russell, Gregory Evans, Steven Hileman, John Cook, Hugh Williams, Scott Lucas, Vance Henry, Paul Blachowicz, Richard Bray, Thomas Stoner, Paula Tomlins, Brad Stein, Steven Lewis, Kenneth Desmaretz, Christopher Hylas, Hyrum Kunzler, William Howell, H.W. Lochner, Inc.

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

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

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

☒ Yes ☐ No.

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Department of Transportation	Various-Various District 3 new task	Active	$78,000	PTB 146-20
Illinois Department of Transportation	Peoria Eastern Bypass Corridor Study	Active	$4,265,000	PTB 144-23
Illinois Department of Transportation	Consultant Plan Review Services	Active	$ 593,000	PTB 148-038
Illinois Department of Transportation	IL 47/US 30	Active	$ 1,803,000.00	PTB 154-031
Illinois Department of Transportation	Phase III Engineering for IL 53 (Rohlwing Road) from Elgin O'Hare Expressway to Army Trail Road	Active	$ 6,558,000.00	PTB 155-05
Illinois Department of Transportation	US 6/IL 7 (159th Ave.) from Will Cook Road to west of US 45 (La Grange Rd.), Phase II,	Active	$ 3,277,000.00	PTB 157-5
Illinois Department of Transportation	Construction Inspection for US 12/45 (Mannheim Road) - I-190 (Kennedy Expressway) to IL 19 (Irving Park Road)	Active	$4,400,000	PTB 167-8
Subconsultant-Illinois Department of Transportation	Various	Active	$200,000	PTB 162, Item 7
Subconsultant-Illinois State Highway Tollway Authority	Phase II Engineering for Jane Addams Memorial Tollway at Lee Street, Interchange, M.P. 76.1 (Lee Street)	Active	$281,000.00	I-11-4019
Subconsultant-Illinois State Highway Tollway Authority	Systemwide. Construction Management Services Upon Request	Active	$375,000.00	RR-12-9150
Illinois State Highway Tollway Authority	Tri-State Tollway, Bridge Rehabilitation/ Reconstruction, Mile-Long Bridge (MP 21.5)	Pending	TBD	RR-14-4221
Illinois Department of Transportation	PTB 176	Proposal (1 SOI)	NA	NA

Please explain the procurement relationship: Vendor

STEP 9
SIGN THE DISCLOSURE

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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: H.W. Lochner, Inc.

Signature: [redacted]

Date: 06/01/15

Printed Name: Francis Powers

Title: Senior Vice President

Phone Number: 312-994-9747

Email Address: fpowers@hwlochner.com

STATE OF ILLINOIS

STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-14-4221

CONTRACTOR NAME: HDR Engineering, Inc.

1. PAYMENT TERMS AND CONDITIONS:

1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (http://www.state.il.us/agency/idol/index.htm).

1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.

1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

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

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

Invoice#_____ Invoice Date_____

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

_____

Authorized Representative

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

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

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

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

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

3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

4. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the

purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

5. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

6. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

7. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

8. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

9. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

10. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

11. **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be

modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

12. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

13. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

14. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

15. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.

16. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at http://www.ilga.gov).

17. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

18. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

19. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

20. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable,

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

21. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

22. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

23. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

24. **WARRANTIES FOR SUPPLIES AND SERVICES:**

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

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

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

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

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

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

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

27. SUPPLEMENTAL PROVISIONS

27.1 TOLLWAY SUPPLEMENTAL PROVISIONS

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

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

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

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

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

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

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

27.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

27.3 VENDOR SUPPLEMENTAL PROVISIONS

☐ Vendor Supplemental Provisions:

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT CC

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

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	**Section/Subsection New Number, Title of New Subsection:** State the new additional term or condition.

_____ hereby agrees to the exceptions provided by _____and to the Additional Terms and Conditions provided by _____.

Agreed:	Agreed:
By:	By:
Signed:	Signed:
Position:	Position:
Date:	Date:

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

Date: 6/17/2015 **Contract Number:** RR-14-4221

Project Name: Tri-State Tollway, Bridge Rehabilitation/Reconstruction, Mile-Long Bridge (MP 21.5)

DELINQUENT DEBT REVIEW

Sub Contractor/Consultant Disclosure.
Will you be using any sub-consultants/contractors? ___ Yes _X_ No

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

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

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

CONTRACTOR

Contractor/Consultant: HDR Engineering, Inc.

Federal Employment Identification Number (FEIN): [redacted]

E-Mail: patrick.pechnick@hdrinc.com

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

Sub-Contractor(s)	Sub-Contractor FEIN	Address	General Type of Work	Anticipated Amount to be Paid (to extent known)

[redacted] **Print** Patrick J. Pechnick **Date** 06/17/2015

Contractor/Consultant

File Number 5388-607-8

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

HDR ENGINEERING, INC., INCORPORATED IN NEBRASKA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JUNE 24, 1985, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS 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* JULY *A.D.* 2014 .

Jesse White

SECRETARY OF STATE

Authentication #: 1418802382

Authenticate at: http://www.cyberdriveillinois.com

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 14330

HDR Engineering, Inc.

8550 West Bryn Mawr Avenue, Suite 900

Chicago IL 60631-3223

Information for this business last updated on:

Monday, June 01, 2015

Certificate produced on Monday, June 01, 2015 at 4:18 PM

Registered Business

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name:

Business Name: HDR Engineering, Inc.

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: [redacted]

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 medical and/or health care services	☐ Limited Liability Company (select applicable tax classification)
☒ Corporation NOT providing or billing medical and/or health care services	☐ D = disregarded entity
	☐ C = corporation
	☐ P = partnership

Signature of Authorized Representative: [redacted]

Date: July 10, 2015

Vendor Registration: View Form

Help & Tools

Business Name: **HDR Engineering, Inc.**

Return to Main Form

Vendor Registration

Form Name	**A - B. Business Information & Other Business Registrations**
Description	**Complete section A and B, in order to submit this form.**
Date Submitted	**6/30/2015**
Status	**Accepted**
Business Name	**HDR Engineering, Inc.**
Point of Contact	**Melissa Schmetzer**
Flag Form	**Add Flag**

A. Business Information

1. Your Business is Registering as a	**Prime contractor and subcontractor**
2. Name of CEO/Business Owner	**George Little**
3. Annual sales/gross receipts	**1,894,777,000.00**
4. When was your business established?	**01/01/1917**
5. In what Illinois county(ies) are you conducting business?	**The business conducts business statewide.**
6. Contact Person for this vendor registration	**Melissa Schmetzer**
Contact Person Title	**Senior Marketing Coordinator**
Contact Person Phone	**773-380-7960**
Contact Person Email	**melissa.schmetzer@hdrinc.com**

B. Other Business Registrations

1. Is your business registered with any of the following State of Illinois programs?	**Not applicable/not registered**

Additional Information

Staff Attached File(s)	Attach File Refresh List after attaching file(s).

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Vendor Registration: View Form

Help & Tools

Business Name: **HDR Engineering, Inc.**

Return to Main Form

Vendor Registration

Form Name	**C. Small Business Set-Aside Program**
Description	**Complete the Small Business Set-Aside Program form**
Date Submitted	**6/30/2015**
Status	**Accepted**
Business Name	**HDR Engineering, Inc.**
Point of Contact	**Melissa Schmetzer**
Flag Form	**Add Flag**

C. Small Business Set-Aside Program

1. Would you like to apply for the Small Business Set-Aside Program?	**No**

Additional Information

Staff Attached File(s)	Attach File Refresh List after attaching file(s).

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Vendor Registration: View Form

Help & Tools

Business Name: **HDR Engineering, Inc.**

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	**6/30/2015**
Status	**Accepted**
Business Name	**HDR Engineering, Inc.**
Point of Contact	**Melissa Schmetzer**
Flag Form	**Add Flag**

D. Department of Human Rights (DHR)

1. Highest number of employees (including full and part time employees) at any time during the past year	**9400**
2. Select the DHR status of your business	**My business had 15 or more employee at any time within the past year.** **110837-01, 10/04/2016**

E. Authorized to do Business in Illinois

1. Is your business registered and authorized to do business in Illinois?	**Yes, registered and in good standing with the Illinois Secretary of State**

Additional Information

Staff Attached File(s)	Attach File Refresh List after attaching file(s).

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Vendor Registration: View Form

Help & Tools

Business Name: **HDR Engineering, Inc.**

Return to Main Form

Vendor Registration

Form Name	**F - G. Certifications & Board of Elections**
Description	**Complete section F - G, in order to submit the form.**
Date Submitted	**6/30/2015**
Status	**Accepted**
Business Name	**HDR Engineering, Inc.**
Point of Contact	**Melissa Schmetzer**
Flag Form	**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.	**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	**N/A**
3. Vendor certifies that it has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable	**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	**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**
6. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10	**Yes**
7. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5	**Yes**
8. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, have entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60	**Yes**
9. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12	

	Yes
10. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14	
	Yes
11. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25	
	Yes
12. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30	
	Yes
13. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38	
	Yes
14. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement.30 ILCS 500/50-38	
	Yes
15. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50	
	Yes
16. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517	
	Yes
17. Vendor certifies that if awarded a contract for public works, steel products used or supplied in the performance of that contract shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception in writing. 30 ILCS 565	
	Yes
18. If Vendor is awarded a contract worth more than $5,000 and employs 25 or more employees, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580	
	Yes
19. If Vendor is an individual and is awarded a contract worth more than $5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract pursuant to the Drug Free Workplace Act. 30 ILCS 580	
	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	
	Yes
22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584	
	Yes
23. Vendor certifies that if awarded a contract including information technology, electronic information, software, systems and equipment, developed or provided under any contract, it will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards. 30 ILCS 587	
	Yes
24. Vendor certifies that if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45	
	Yes

25. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4, E-11	
	Yes
26. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105	
	Yes
27. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2	
	Yes
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee whose procurement authority at any time during the one-year period preceding the procurement lobbying activity.	
	Yes
29. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37 Vendor will not make a political 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	
	N/A

G. Board of Elections (BOE)

1. Is your business registered with the Board of Elections (BOE)?	
	Yes, I certify my business is registered with BOE. **14330**

Additional Information

Staff Attached File(s)	Attach File Refresh List after attaching file(s).

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Vendor Registration: View Form

Help & Tools

Business Name: **HDR Engineering, Inc.**

Return to Main Form

Vendor Registration

Form Name	**H. Iran Disclosure**
Description	**Complete section H, in order to submit this form.**
Date Submitted	**6/30/2015**
Status	**Accepted**
Business Name	**HDR Engineering, Inc.**
Point of Contact	**Melissa Schmetzer**
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?	1
No business operations to disclose.	

Additional Information

Staff Attached File(s)	Attach File Refresh List after attaching file(s).

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STATE OF ILLINOIS
PPB
PROCUREMENT POLICY BOARD

Chairman: Frank J. Vala
Members: Ed Bedore, Ricardo Morales, Larry Ivory, Bill Black

August 14, 2015

Ellen Daley
Chief Procurement Officer
General Services
712 Stratton Office Building
Springfield, Illinois 62706

Re: 50-35 Potential Conflict of Interest, 22035086

Dear Ms. Daley,

In accordance with the requirements of Section 50-35 of the Illinois Procurement Code, I have reviewed your request received August 14, 2015 and understand the facts to be as follows:

1) The Illinois State Toll Highway Authority has issued a request for a review and comment on potential conflicts of interest disclosed by HDR, Inc., BEST Plan and ESOP, parent company of HDR Engineering, Inc.

2) The contract pertains to engineering services.

3) HDR Engineering, Inc. was selected via qualifications based selection.

4) The disclosure form submitted on behalf of HDR, Inc., BEST Plan and ESOP indicates the following:

   a. Herbert Ledesma, a participant in the HDR Best Plan and ESOP, disclosed that his spouse, Marissa Ledesma, is employed by the University of Illinois at Chicago as a Clinical Nurse I at an annual salary that exceeds 60% of the salary of the Governor.
   b. Lourdes Knepler, a participant in the HDR Best Plan and ESOP, disclosed that her spouse, Steven R. Knepler, is employed by the Illinois Commerce Commission as Supervisor of the Accounting Department at an annual salary that exceeds 60% of the salary of the Governor.

5) The Agency confirmed that none of the disclosed individuals were in a position to influence the award of this contract. The Agency and CPO Daley indicate that it would be in the best interest of the State to approve this conflict of interest due to the using agency's needs and the value of the contract.

Based on the foregoing, you are requesting my review and comment pursuant to the Illinois Procurement Code.

Review and Comment

After careful review of the documentation provided, I do not view the relationships disclosed above as creating a conflict of interest sufficient to preclude the Agency from entering into a contract with HDR Engineering, Inc.

Sincerely,

[redacted]

Will Blount
Executive Director

Cc: EEC General Counsel

CHIEF PROCUREMENT OFFICE
Ellen Daley, General Services

August 13, 2015

Procurement Policy Board
222 S. College
Suite 231
Springfield, IL 62704

RE: 50-35 Potential Conflict of Interest
Parent Vendor: HDR, Inc., BEST Plan and ESOP (Parent of HDR Engineering, Inc.)
PBR# 22035086

Dear Procurement Policy Board:

Pursuant to Section 50-35(d) of the Illinois Procurement Code, this letter will serve as a request for review and comment on a potential conflict of interest disclosed by Parent Vendor HDR, Inc., BEST Plan and ESOP. The term of the contract began September 8, 2015 and will end March 31, 2023. The amount of the contract is estimated to be $38,900,334.54 (HDR Engineering's share is $10,619,040.00).

Parent Vendor has identified on the disclosure form the following potential conflict of interest:

- In response to Step 3, question #2 and Step 4, question #2, Lourdes Knepler, a participant in the HDR Best Plan and ESOP (parent entity of the parent entity) whose ownership share exceeds the reporting threshold, disclosed that her spouse, Steven R. Knepler, is employed by the Illinois Commerce Commission as Supervisor in the Accounting Department. Annual salary is greater than $106,447.20.
- In response to Step 3, question #2 and Step 4, question #2, Herbert Ledesma, a participant in the HDR Best Plan and ESOP (parent entity of the parent entity) whose ownership share exceeds the reporting threshold, disclosed that his spouse, Marissa Ledesma, is employed by the University of Illinois Chicago as a Clinical Nurse 1. Annual salary is greater than $106,447.20.

The Illinois State Toll Highway Authority states that the above-referenced person was not in a position to influence the award of this contract and has expressed that it would be in the best interest of the State to approve this review request.

Sincerely,

[redacted]

Ellen H. Daley
Chief Procurement Officer

CONFLICT OF INTEREST REVIEW REQUEST FORM

The following information must be filled in as accurately and completely as possible. This form will be sent to the Procurement Policy Board providing essential information needed to review and determine if an actual conflict of interest exists, which is sufficient to preclude the State from entering into the attached proposed contract pursuant to section 50-35(d) of the Illinois Procurement Code.

SECTION I - CONTRACTING AGENCY INFORMATION

Using Agency: Illinois State Toll Highway Authority

Contact Person: Linda L. Collins Title: General Manager of Engineering

Phone: 630-241-6800 x3304 Email: lcollins@getipass.com

SECTION II - INFORMATION FOR ENTITY WITH POTENTIAL CONFLICT OF INTEREST

This potential conflict is in reference to:
☒ Initial Contract ☐ Renewal ☐ Yearly Recertification ☐ Other (specify):

The entity with the potential conflict of interest is the:
☒ Prime or Awarded Vendor
☐ Sub-contractor Subcontractor of:
☒ Parent Parent of: HDR Engineering, Inc.

Name of the entity with the potential conflict of interest: HDR, Inc. BEST Plan and ESOP

SECTION III - CONTRACT INFORMATION

Contract Number: RR-14-4221

Describe the services to be performed or commodity/equipment to be supplied for this procurement or proposed contract/renewal: Master Plan and Phase II engineering services are required for engineering studies and the preparation of contract plans and specifications for proposed bridge rehabilitation and bridge reconstruction and widening of the Mile-Long Bridge in Cook County, Illinois. The Tollway is finalizing design limits; therefore, the Tollway may modify project limits and scope at the time of negotiations that could include additional roadway and bridges. The work generally encompasses engineering studies, bridge rehabilitation, bridge reconstruction and widening, and associated roadway design and shall include but not be limited to the following:
1) Perform a Bridge Type Study for the bridge reconstruction and widening design. 2) Perform Bridge Condition Reports. 3) Perform Type, Size and Location (TS&L) drawings for the bridge reconstruction and widening design. 4) Provide a Master Plan report. 5) Develop scope, costs and recommendations associated with: a) Bridge Rehabilitation, b) Bridge Reconstruction and Widening. 6) Based on the results of 1 and 2, the Tollway will determine final scope of design work. 7) Perform environmental studies. 8) Perform INVEST planning and design evaluations. 9) Perform geotechnical studies. 10) Perform analysis and design for modification of the existing drainage system. 11) Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual. 12) Provide pavement markings, delineators and signage for the contract limits. 13) Provide barrier warrant analysis for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria. 14) Provide roadway lighting as required by the Tollway's Lighting Standards. 15) Provide maintenance of traffic plans including those for impacts to local facilities. 16) Provide a contractor access plan to construct substructure around railroad and Metropolitan Water Reclamation District of Greater Chicago property. 17) Provide protection and / or relocation of the Tollway fiber line and other utilities. 18) Prepare plats of acquisition and legal descriptions. 19) Coordinate and prepare railroad agreements. 20) Prepare all required permits. 21. All other appurtenant and miscellaneous items.

Total Contract/Renewal Amount: $ 38,900,334.54 (HDR Engineering's share is $10,619,040.00) Value is: ☐ Actual ☒ Estimated

If this is a conflict of interest review for a subcontractor, what is the estimated value of the subcontract for this vendor?: $

Contract/Renewal Estimated Start Date: 9/8/2015 Contract/Renewal Estimated End Date: 3/31/2023

Describe any available future Renewal Options (i.e. One 2-year Option): Two additional one year terms or one additional two year term, as agreed upon by the Parties.

Procurement Bulletin Reference Number: 22035086 Date Award Posted to Bulletin:

What was the original method of procurement used to select this vendor (RFP, IFB, Small Purchase, Sole Source, Emergency, etc)?
H.W. Lochner, Inc./HDR Engineering, Inc/Quigg Engineering Inc. was selected based on the qualification based selection process as solicited through the Tollway's Professional Services Bulletin (PSB) 14-3. The knowledge and experience of HDR Engineering, Inc., a teaming partner, was considered during the selection process.

SECTION IV - EXPLANATION OF POTENTIAL CONFLICTS OF INTEREST

1. For each individual identified as causing a potential conflict of interest, include the following information: name, relationship (if applicable), Agency of State employment, start date, job title and responsibilities. Indicate if any of the named individuals earn more than $106,447.20 and explain the potential conflict of interest.

   In response to Step 3, question #2 and Step 4, question #2, Lourdes Knepler, a participant in the HDR Best Plan and ESOP (parent entity of the parent entity) whose ownership share exceeds the reporting threshold, disclosed that her spouse, Steven R. Knepler, is employed by the Illinois Commerce Commission as Supervisor in the Accounting Department. Annual salary is greater than $106,447.20.

   In response to Step 3, question #2 and Step 4, question #2, Herbert Ledesma, a participant in the HDR Best Plan and ESOP (parent entity of the parent entity) whose ownership share exceeds the reporting threshold, disclosed that his spouse, Marissa Ledesma, is employed by the University of Illinois Chicago as a Clinical Nurse 1. Annual salary is greater than $106,447.20.

2. Is the conflict an actual conflict and/or were any of the above named individual(s) in a position to influence the State's award of this contract?
   The Illinois Tollway believes there are no actual conflicts. The above named individuals were not in a position to influence the State's award of this contract.

3. Why is it in the best interest of the State to proceed with this contract?
   See above described need for this contract.

4. a. Is this contract paid in whole or in part by funds appropriated by the General Assembly?
   No
   b. If not, what is the source of funds?
   Illinois Tollway Capital Program

SECTION V – LOBBYISTS

If a prime vendor, did the vendor disclose any lobbyists? ☐ Yes ☐ No
a. If yes, did the lobbyists lobby on behalf of the vendor to secure this contract? ☐ Yes ☐ No
b. If yes, describe their lobbying efforts:

SECTION VI – SIGNATURES

AGENCY/UNIVERSITY REPRESENTATIVE SIGNATURE REQUIRED

[redacted] | Linda L. Collins | 07-17-2015
Agency/University Representative Signature | Agency/University Representative Printed Name | Date

630-241-6800, ext. 3304 | lcollins@getipass.com
Agency/University Representative Telephone | Agency/University Representative Email Address

CPO SIGNATURE REQUIRED

[redacted] | Ellen H. Daley | 8-13-15
CPO Signature | CPO Printed Name | Date

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22035086 Procurement/Contract #: RR-14-4221

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 #: 20036562 IPG Expiration Date: 07/06/2016

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

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

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

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

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

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

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

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

Name	Address	Relationship to Disclosing Entity

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

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 #
See attached sheet.				

6. Signature

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: HDR Engineering, Inc.

Street Address: 8550 West Bryn Mawr Avenue, Suite 900

City, State, Zip: Chicago, Illinois 60631

Phone: 773.380.7900

Email: patrick.pechnick@hdrinc.com

Vendor Contact: Patrick J. Pechnick

Signature: [redacted]

Date: 07/10/2015

Printed Name: Patrick J. Pechnick

Title: Senior Vice President

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	Procurement Relationship	Status	Total Contract Value	Contract Reference/ P.O./Illinois Procurement Bulletin #
Illinois Department of Transportation	Irving Park Road/York Road Intersection Improvements	Prime	Active	$3,497,591	PTB 140/03
Illinois Department of Transportation	US 51 Environmental Impact Statement	Prime/JV	Active	$3,649,939	PTB 141/27
Illinois Department of Transportation	Phase I/II Various Various (D4)	Sub	Active	$214,000	PTB 143/14
Illinois Department of Transportation	1-270 Bridges over Chain of Rocks Canal	Prime	Active	$7,321,023	PTB 147/32
Illinois Department of Transportation	Phase I Various Various (D1)	Prime	Active	$1,500,000	PTB 155/16
Illinois Department of Transportation	I-290 at Des Plaines River/Pump Station 4 Reconstruction	Prime	Active	$399,992	PTB 156/07
Illinois Department of Transportation	Various Maintenance Construction	Prime	Active	$2,400,000	PTB 157/06
Illinois Department of Transportation	Value Engineering Studies, Various Various	Sub	Active	$150,000	PTB 157/19
Illinois Department of Transportation	Central Avenue at BRC Grade Separation (CREATE GS 2)	Prime	Active	$2,436,661	PTB 161/03
Illinois Department of Transportation	District One Project Management Phase I/II/III	Sub	Active	TBD	PTB 164/03
Illinois Department of Transportation	Cumberland Avenue at I-90 Construction Services	Sub	Active	$45,000	PTB 167/03
Illinois Department of Transportation	Phase I/II Various Various (D2)	Prime	Active	$600,000	PTB 167/20
Illinois Department of Transportation	Statewide Congestion Study	Sub	Active	$79,000	PTB 168/29
Illinois Department of Transportation	Various Maintenance/ Landscape Arch Construction	Sub	Pending	TBD	PTB 169/11
Illinois Department of Transportation	Phase I for I-290 Bridges	Sub	Active	$218,703	PTB 169/16
Illinois Department of Transportation	Various Maintenance Construction	Sub	Pending	TBD	PTB 173/17
Illinois Department of Transportation	IL 53/IL 68 from US 12/Rand Road to Kennedy Drive Phase II	Sub	Pending	TBD	PTB 175/15
Illinois Tollway	I-90 Reconstruction	Prime	Active	$24,150,000	I-11-4017 PSB 11-4/03
Illinois Tollway	Land Acquisition Services	Sub	Active	$214,000	I-12-4056 PSB 12-3/22
Illinois Tollway	I-90 Master Plan	Prime	Active	$865,120	I-12-4061 PSB 12-3/01
Illinois Tollway	Survey & Land Acquisition Services	Sub	Pending	$250,000	I-12-5047 PSB 12-3/23

Agency/University	Project Title	Procurement Relationship	Status	Total Contract Value	Contract Reference/ P.O./Illinois Procurement Bulletin #
Illinois Tollway	I-90 Construction, Elgin Toll Plaza to IL 53	Sub	Active	$200,000	I-13-4096 PSB 13-1/07
Illinois Tollway	I-90 Construction, West of Higgins to IL 53	Sub	Active	$73,915	I-13-4098 PSB 13-1/09
Illinois Tollway	I-90 Construction, Higgins to Barrington	Sub	Active	$150,000	I-13-4105 PSB 13-1/16
Illinois Tollway	I-90 Bridge Reconstruction Roselle Road	Sub	Active	$78,000	I-13-4106 PSB 13-1/17
Illinois Tollway	I-90 Bridge Reconstruction Meacham Road	Sub	Active	$100,000	I-13-4107 PSB 13-1/18
Illinois Tollway	I-90 CM as needed	Sub	Active	$15,000	I-13-4108 PSB 13-1/19
Illinois Tollway	I-90 Construction West of Higgins to Roselle	Sub	Pending	$120,000	I-14-4190 PSB 14-1/05
Illinois Tollway	Mile-Long Bridge Master Plan and Phase II Design	JV	Pending	TBD	RR-14-4221 PSB 14-3/01
Illinois Tollway	Land Acquisition and Surveying Upon Request – Systemwide	Sub	Pending	$810,000	I-14-4646 PSB 14-3/11
Illinois Capital Development Board	Plan & Begin Upgrade of Electrical Systems	Prime	On Hold	$795,633	10-0062-10
University of Illinois (Urbana-Champaign)	U of I Lot E14 Lighting Design	Prime	Active	$224,630	U-13097

Vendor Registration: View

Help & Tools

Business Name: **HDR Engineering, Inc.**

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

1 flag has been added to this record. See below for details.

Show only flagged items.

Vendor Registration

Name	**State of Illinois Vendor Registration**
Description	**Register to do business with the State of Illinois**
Date Submitted	**6/30/2015**
Status	**Accepted**
Reviewer	**Constance Ratliff**
Date Reviewed	**7/7/2015**
Public Review Comments	
Private Review Comments	
Expiration Date	**7/6/2016**
Flag Form	**Add Flag**

Settings

Business Enterprise Program (BEP) Registered	**No**
Veteran Owned Small Business (VOSB) Registered	**No**
Service Disabled Veteran Owned Small Business (SDVOSB) Registered	**No**
Small Business Set-Aside Program (SBSP) Registered	**No**
State Use Program	**No**
Registering as a	**Prime & Subcontractor**

Vendor Information

Business Name	**HDR Engineering, Inc.**
Primary Contact	**Melissa Schmetzer** (change contact)
Primary Contact Email	**melissa.schmetzer@hdrinc.com**
Phone	**402-399-1000**
Fax	**402-548-5015**
Company Email	**melissa.schmetzer@hdrinc.com**
Tax ID Number	[redacted]
Company Type	**Corporation**
Address	**8404 Indian Hills Drive** **Omaha, NE 68114**

View Vendor Profile

Current Vendor Certifications

No current applicable certifications.

Vendor Registration: View Form

Help & Tools

Business Name: **HDR Engineering, Inc.**

Return to Main Form

1 flag has been added to this record. See below for details.

Show only flagged items.

Vendor Registration

Form Name	**I. Financial Disclosure & Conflicts of Interest**
Description	**Complete the Financial Disclosure & Conflicts of Interest form**
Date Submitted	**6/30/2015**
Status	**Accepted**
Business Name	**HDR Engineering, Inc.**
Point of Contact	**Melissa Schmetzer**
Flag Form	**Add Flag**

I. Financial Disclosures & Conflicts of Interest

A. Identify the applicable entity type.

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

B. Is there a parent entity that owns 100% of the business?

Yes

Document	Status
Parent Form IPG Percentage of Ownership and Distributive Income Form (PDF, 187.39 KB) IPG Parent Financial Disclosures and Conflicts of Interest Form (PDF, 1.37 MB) IPG Parent Financial Disclosures and Conflicts of Interest Form (PDF, 779.00 KB)	**Attached** by Melissa Schmetzer on 6/30/2015

C. Instrument of Ownership or Beneficial Interest

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

1. Is there any individual or entity who meets ANY of the following thresholds: (a) Owns more than 5% of the business, (b) Holds ownership share of the business valued in excess of $106,447.20, (c) Is entitled to more than 5% of the business' distributive income, or (d) Is entitled to more than $106,447.20 of the business' distributive income?

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. HDR Engineering Percentage of Ownerhsip and Distributive Income Form (PDF)	**Attached** by Melissa Schmetzer on 6/24/2015

2. Please certify that the following statement is true: all individuals or entities that hold an ownership interest in the business of greater than 5% or valued greater than $106,447.20 have been disclosed in Question 1.

Yes

3. Please certify that the following statement is true: all individuals or entities that were entitled to receive distributive income in an amount greater than $106,447.20 or greater than 5% of the total distributive income of the business have been disclosed in Question 1.

Yes

4. Disclosure of Board of Directors for Not-for-Profit entities.

Not applicable - For-Profit Entity

5. For the individuals disclosed above in question 1 and for sole proprietors, are any of them a person who holds an elective office in the State of Illinois or holds a seat in the General Assembly, or are they the spouse or minor child of such person?

	Not applicable - No individuals disclosed in question 1
6. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor, or are any of them the spouse or minor child of such person?	
	Not applicable - No individuals disclosed in question 1
7. For the individuals disclosed above in question 1 and for sole proprietors, are any of them an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or are any of them the spouse or minor child of such person?	
	Not applicable - No individuals disclosed in question 1
8. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor, or are they the spouse or an immediate family member who currently resides or resided with such person within the last 12 months?	
	Not applicable - No individuals disclosed in question 1
9. If any question in 5-8 above is answered yes, please answer the following: Do any of the individuals identified, their spouse, or minor child receive from the entity more than 7.5% of the entity's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)?	
	Not applicable - I answered No in Questions 5-8
10. If any question in 5-8 above is answered yes, please answer the following: Is there a combined interest of any individual identified along with their spouse or minor child of more than 15% in the aggregate of the entity's distributable income or an amount of distributable income in excess of two times the salary of the Governor ($354,824.00)?	
	Not applicable - I answered No in Questions 5-8
11. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have, or in the previous 3 years had State employment, including contractual employment of services? This does not include contracts to provide goods or services to the State as a vendor.	
	Not applicable - No individuals disclosed in question 1
12. For the individuals disclosed above in question 1 and for sole proprietors, have their spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? This does not include contracts to provide goods or services to the State as a vendor.	
	Not applicable - No individuals disclosed in question 1
13. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently hold or have held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?	
	Not applicable - No individuals disclosed in question 1
14. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?	
	Not applicable - No individuals disclosed in question 1
15. For the individuals disclosed above in question 1 and for sole proprietors, do any of them hold or have held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?	
	Not applicable - No individuals disclosed in question 1
16. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?	
	Not applicable - No individuals disclosed in question 1
17. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?	
	Not applicable - No individuals disclosed in question 1
18. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?	
	Not applicable - No individuals disclosed in question 1
19. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?	
	Not applicable - No individuals disclosed in question 1

20. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?	
	Not applicable - No individuals disclosed in question 1
21. Has there been any debarment from contracting with any governmental entity within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.	
	No
22. Has there been any professional licensure discipline within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.	
	No
23. Has there been any bankruptcy within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.	
	No
24. Have there been any adverse civil judgments and/or administrative findings within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.	
	No
25. Have there been any criminal felony convictions within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.	
	No

Additional Information

Staff Attached File(s)	Attach File Refresh List after attaching file(s).

Customer Support
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ILLINOIS PROCUREMENT GATEWAY
PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM

Vendor Name: HDR Engineering, Inc.

DBA:

INSTRUCTIONS:

1. Ownership Share – Provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, **or** the dollar value of their ownership if said dollar value exceeds $106,447.20.

2. Distributive Income – Provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, **or** the dollar value of their distributive income if said dollar value exceeds $106,447.20.

3. Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed.

Name	Address	% of Ownership	$ Value of Ownership	% of Distributive Income	$ Value of Distributive Income
HDR, Inc.	8404 Indian Hills Drive, Omaha, NE 68114	100%		100%	

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

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

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

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

Vendor Name	HDR Engineering, Inc.
Doing Business As (DBA)	
Disclosing Entity	HDR, Inc.
Disclosing Entity's Parent Entity	HDR, Inc. BEST Plan and ESOP
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) ☐ If you selected Other, please describe:

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

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

☐ Option 1 – Publicly Traded Entities

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

OR

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

☐ Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

☐ Option 4 – Foreign Entities

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

OR

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

☐ Option 5 – Not-for-Profit Entities

☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

☐ Skip to Step 3.

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
HDR, Inc. BEST Plan and ESOP	8404 Indian Hills Drive, Omaha, NE 68114	100%	100%

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

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

TABLE – Y

Name	Address	% of Distributive Income	$ Value of Distributive Income
HDR, Inc. BEST Plan and ESOP	8404 Indian Hills Drive, Omaha, NE 68114	100%	100%

Please certify that the following statements are true.

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

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

TABLE – Z	
Name	**Address**

STEP 3
PROHIBITED CONFLICTS OF INTEREST

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

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☐ No

5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)? ☐ Yes ☐ No

6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% ($354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

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

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☐ No

9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

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.

n/a

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: HDR, Inc.

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No

2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No

3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No

5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. n/a

STEP 7
SIGN THE DISCLOSURE

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

Name of Disclosing Entity: HDR, Inc.

Signature [redacted] Date: 06/29/15

Printed Name: Louis J. Pachman

Title: Senior Vice President

Phone Number: 402-399-1000

Email Address: louis.pachman@hdrinc.com

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

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

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

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

Vendor Name	HDR Engineering, Inc.
Doing Business As (DBA)	
Disclosing Entity	HDR, Inc. BEST Plan and ESOP
Disclosing Entity's Parent Entity	
Instrument of Ownership or Beneficial Interest	Other ☒ If you selected Other, please describe: Employee Stock Ownership Plan

FINANCIAL DISLCOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

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

☐ Option 1 – Publicly Traded Entities

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

OR

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

☒ Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

☐ Option 4 – Foreign Entities

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

OR

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

☐ Option 5 – Not-for-Profit Entities

☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

☐ Skip to Step 3.

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) Kyle Evans	[redacted]	0.011%	$132,064.62
Geoffrey Harcourt		0.03%	$349,909.66
Alan Holmes		0.021%	$247.059.70
Lourdes Knepler		0.017%	$200,495.26
Herbert Ledesma		0.017%	$202,795.77
Miguel Mendoza		0.017%	$195,137.55
Michael Paine		0.028%	$325,156.45
Lana Stoppel		0.011%	$126,722.35
See Attachment A			

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.

FINANCIAL DISLCOSURES AND CONFLICTS OF INTEREST FORM FOR PARENT ENTITY

TABLE – Y			
Name	**Address**	**% of Distributive Income**	**$ Value of Distributive Income**
(James) Kyle Evans	[redacted]	0.011%	$132,064.62
Geoffrey Harcourt		0.03%	$349,909.66
Alan Holmes		0.021%	$247.059.70
Lourdes Knepler		0.017%	$200,495.26
Herbert Ledesma		0.017%	$202,795.77
Miguel Mendoza		0.017%	$195,137.55
Michael Paine		0.028%	$325,156.45
Lana Stoppel		0.011%	$126,722.35
See Attachment A			

Please certify that the following statements are true.

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

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

TABLE – Z

Name	Address

STEP 3
PROHIBITED CONFLICTS OF INTEREST

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

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No

STEP 3
PROHIBITED CONFLICTS OF INTEREST

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

1.	Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?	☐ Yes ☒ No
2.	Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor?	☐ Yes ☒ No
3.	Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?	☐ Yes ☒ No
4.	Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?	☐ Yes ☒ No
5.	If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)?	☐ Yes ☐ No
6.	If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% ($354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?	☐ Yes ☐ No

STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

Please provide the name of the person for which responses are provided: (James) Kyle Evans

1.	Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?	☐ Yes ☒ No
2.	Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?	☐ Yes ☒ No

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

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.

n/a

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) Kyle Evans

1.	Within the previous ten years, have you had debarment from contracting with any governmental entity?	☐ Yes ☒ No
2.	Within the previous ten years, have you had any professional licensure discipline?	☐ Yes ☒ No
3.	Within the previous ten years, have you had any bankruptcies?	☒ Yes ☐ No
4.	Within the previous ten years, have you had any adverse civil judgments and administrative findings?	☐ Yes ☒ No
5.	Within the previous ten years, have you had any criminal felony convictions?	☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. (James) Kyle Evans declared bankruptcy in 2007.

STEP 3
PROHIBITED CONFLICTS OF INTEREST

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

1.	Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?	☐ Yes ☒ No
2.	Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor?	☐ Yes ☒ No
3.	Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?	☐ Yes ☒ No
4.	Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?	☐ Yes ☒ No
5.	If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)?	☐ Yes ☐ No
6.	If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% ($354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?	☐ Yes ☐ No

STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

1.	Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?	☐ Yes ☒ No
2.	Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?	☐ Yes ☒ No

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

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.

n/a

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: Geoffrey Harcourt

1.	Within the previous ten years, have you had debarment from contracting with any governmental entity?	☐ Yes ☒ No
2.	Within the previous ten years, have you had any professional licensure discipline?	☐ Yes ☒ No
3.	Within the previous ten years, have you had any bankruptcies?	☒ Yes ☐ No
4.	Within the previous ten years, have you had any adverse civil judgments and administrative findings?	☐ Yes ☒ No
5.	Within the previous ten years, have you had any criminal felony convictions?	☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. Geoffrey Harcourt declared bankruptcy in 2009.

FINANCIAL DISLCOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY

STEP 3
PROHIBITED CONFLICTS OF INTEREST

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

1.	Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?	☐ Yes ☒ No
2.	Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor?	☐ Yes ☒ No
3.	Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?	☐ Yes ☒ No
4.	Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?	☐ Yes ☒ No
5.	If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)?	☐ Yes ☐ No
6.	If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% ($354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?	☐ Yes ☐ No

STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

1.	Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?	☐ Yes ☒ No
2.	Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?	☐ Yes ☒ No

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

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.

n/a

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: Alan Holmes

1.	Within the previous ten years, have you had debarment from contracting with any governmental entity?	☐ Yes ☒ No
2.	Within the previous ten years, have you had any professional licensure discipline?	☐ Yes ☒ No
3.	Within the previous ten years, have you had any bankruptcies?	☒ Yes ☐ No
4.	Within the previous ten years, have you had any adverse civil judgments and administrative findings?	☐ Yes ☒ No
5.	Within the previous ten years, have you had any criminal felony convictions?	☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. Alan Holmes declared bankruptcy in 2005.

STEP 3
PROHIBITED CONFLICTS OF INTEREST

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

1.	Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?	☐ Yes ☒ No
2.	Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor?	☒ Yes ☐ No
3.	Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?	☐ Yes ☒ No
4.	Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?	☐ Yes ☒ No
5.	If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)?	☐ Yes ☒ No
6.	If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% ($354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?	☐ Yes ☒ No

STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

1.	Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?	☐ Yes ☒ No
2.	Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?	☒ Yes ☐ No

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

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.

Steven R. Knepler, Husband, Illinois Commerce Commission, Supervisor - Accounting Department, Employed since January 1982, Salary - $107,676

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: Lourdes Knepler

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. n/a

STEP 3
PROHIBITED CONFLICTS OF INTEREST

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

1.	Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?	☐ Yes ☒ No
2.	Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor?	☒ Yes ☐ No
3.	Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?	☐ Yes ☒ No
4.	Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?	☐ Yes ☒ No
5.	If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)?	☐ Yes ☒ No
6.	If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% ($354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?	☐ Yes ☒ No

STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

1.	Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?	☐ Yes ☒ No
2.	Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?	☒ Yes ☐ No

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

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.

Marissa Ledesma, Wife, University of Illinois in Chicago Hospital, Clinical Nurse 1, Salary - $108,379.06

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: Herbert Ledesma

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. n/a

STEP 3
PROHIBITED CONFLICTS OF INTEREST

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

1.	Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?	☐ Yes ☒ No
2.	Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor?	☐ Yes ☒ No
3.	Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?	☐ Yes ☒ No
4.	Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?	☐ Yes ☒ No
5.	If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)?	☐ Yes ☐ No
6.	If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% ($354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?	☐ Yes ☐ No

STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

1.	Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?	☐ Yes ☒ No
2.	Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?	☐ Yes ☒ No

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

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.

n/a

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: Miguel Mendoza

1.	Within the previous ten years, have you had debarment from contracting with any governmental entity?	☐ Yes ☒ No
2.	Within the previous ten years, have you had any professional licensure discipline?	☐ Yes ☒ No
3.	Within the previous ten years, have you had any bankruptcies?	☒ Yes ☐ No
4.	Within the previous ten years, have you had any adverse civil judgments and administrative findings?	☐ Yes ☒ No
5.	Within the previous ten years, have you had any criminal felony convictions?	☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. Miguel Mendoza declared bankruptcy in 2012.

STEP 3
PROHIBITED CONFLICTS OF INTEREST

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

1.	Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?	☐ Yes ☒ No
2.	Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor?	☐ Yes ☒ No
3.	Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?	☐ Yes ☒ No
4.	Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?	☐ Yes ☒ No
5.	If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)?	☐ Yes ☐ No
6.	If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% ($354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?	☐ Yes ☐ No

STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

1.	Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?	☐ Yes ☒ No
2.	Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?	☐ Yes ☒ No

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

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.

n/a

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: Michael Paine

1.	Within the previous ten years, have you had debarment from contracting with any governmental entity?	☐ Yes ☒ No
2.	Within the previous ten years, have you had any professional licensure discipline?	☐ Yes ☒ No
3.	Within the previous ten years, have you had any bankruptcies?	☒ Yes ☐ No
4.	Within the previous ten years, have you had any adverse civil judgments and administrative findings?	☐ Yes ☒ No
5.	Within the previous ten years, have you had any criminal felony convictions?	☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. Michael Paine declared bankruptcy in 2005.

STEP 3
PROHIBITED CONFLICTS OF INTEREST

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

1.	Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?	☐ Yes ☒ No
2.	Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor?	☐ Yes ☒ No
3.	Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?	☐ Yes ☒ No
4.	Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?	☐ Yes ☒ No
5.	If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)?	☐ Yes ☐ No
6.	If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% ($354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?	☐ Yes ☐ No

STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

1.	Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?	☐ Yes ☒ No
2.	Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?	☐ Yes ☒ No

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

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.

n/a

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: Lana Stoppel

1.	Within the previous ten years, have you had debarment from contracting with any governmental entity?	☐ Yes ☒ No
2.	Within the previous ten years, have you had any professional licensure discipline?	☐ Yes ☒ No
3.	Within the previous ten years, have you had any bankruptcies?	☒ Yes ☐ No
4.	Within the previous ten years, have you had any adverse civil judgments and administrative findings?	☐ Yes ☒ No
5.	Within the previous ten years, have you had any criminal felony convictions?	☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. Lana Stoppel declared bankruptcy in 2011.

Please certify that the following statements are true.

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

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

TABLE – Z	
Name	**Address**

STEP 3
PROHIBITED CONFLICTS OF INTEREST

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

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☒ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor? ☐ Yes ☒ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☒ No

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☒ No

5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)? ☐ Yes ☐ No

6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% ($354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

Please provide the name of the person for which responses are provided: All individuals listed on Attachment A

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

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☒ No

9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No

10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☒ No

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.

n/a

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: All individuals listed on Attachment A and HDR, Inc. Best Plan and ESOP

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No

2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No

3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No

5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. n/a

STEP 7
SIGN THE DISCLOSURE

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

Name of Disclosing Entity: HDR, Inc. BEST Plan and ESOP

Signature: [redacted] Date: 06/29/15

Printed Name: Louis J. Pachman

Title: Senior Vice President

Phone Number: 402.399.1000

Email Address: louis.pachman@hdrinc.com

ATTACHMENT A - AS OF 05/06/2015

HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)

***No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20**

Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Abadfitts, Carmen B	[redacted]				0.158%	$1,848,115	Stock
Abdelaziz, Hisham K					0.050%	$581,626	Stock
Abe, Roy K					0.059%	$690,048	Stock
Abernathy, Charles A					0.012%	$135,179	Stock
Abrams, Carl M					0.023%	$266,113	Stock
Acay, Nick M					0.011%	$123,137	Stock
Acosta, Robert C					0.026%	$298,021	Stock
Acuff, Mark S					0.017%	$203,150	Stock
Adam, Daniel J					0.019%	$226,169	Stock
Adams, Lynda D					0.073%	$848,490	Stock
Adams, Robert H					0.078%	$914,341	Stock
Aducci, Kenneth E					0.050%	$577,769	Stock
Agers, Kristine M					0.030%	$352,133	Stock
Agnew, Ronald A					0.040%	$461,403	Stock
Ahlert, William K					0.058%	$682,181	Stock
Aiello, Robert M					0.023%	$273,949	Stock
Aiken, Dale L					0.059%	$684,221	Stock
Albertsonbonbrest, Mari C					0.012%	$139,607	Stock
Albino, Samuel J					0.019%	$216,496	Stock
Alexander, Kathleen M					0.045%	$529,155	Stock
Alkire, Timothy A					0.047%	$550,389	Stock
Allard, Daniel J					0.016%	$190,407	Stock
Allen, Jeffrey G					0.024%	$280,003	Stock
Allen, Michael R					0.012%	$138,121	Stock
Allwright, Michael C					0.010%	$119,280	Stock
Alsina, Paul M					0.050%	$581,062	Stock
Althoff, Ted					0.088%	$1,020,832	Stock
Altshuler, Randy N					0.017%	$201,149	Stock
Alvarado, Gabriel A					0.017%	$195,971	Stock
Alvernas, Lewis J					0.023%	$263,508	Stock
Alvoid, Ronald M					0.055%	$644,422	Stock
Alvord, Joanna					0.033%	$387,970	Stock
Amenta, Elizabeth M					0.047%	$552,855	Stock
Andersen, James J					0.019%	$223,682	Stock
Anderson, Chad W					0.011%	$132,235	Stock
Anderson, Dale R					0.048%	$556,550	Stock
Anderson, David J					0.097%	$1,128,854	Stock
Anderson, Jack E					0.135%	$1,580,567	Stock

ATTACHMENT A - AS OF 05/06/2015 HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)				*No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20			
Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Anderson, James C	[redacted]				0.018%	$214,703	Stock
Anderson, Robert L					0.027%	$315,451	Stock
Anderson, Sloan M					0.032%	$372,268	Stock
Anderson, Trevor W					0.026%	$298,994	Stock
Andonoff, Andrew M					0.019%	$217,087	Stock
Andrew, Richard H					0.034%	$398,828	Stock
Angelopoulos, Constantine P					0.054%	$626,341	Stock
Anid, Paul J					0.026%	$300,678	Stock
Antshel, Henry Martin					0.038%	$448,830	Stock
Aquino, Todd S					0.014%	$158,136	Stock
Arce, Alfredo F					0.036%	$423,228	Stock
Ardura, Gus E					0.111%	$1,300,104	Stock
Armstrong, Darin J					0.010%	$113,540	Stock
Arnold, Brent G					0.013%	$148,863	Stock
Artman Ii, Lawrence J					0.037%	$434,931	Stock
Ashby, Kevin R					0.030%	$353,694	Stock
Asplund, Daniel L					0.010%	$114,871	Stock
Asthana, Manas					0.035%	$411,903	Stock
Atkeson, John A					0.018%	$208,810	Stock
Atkinson, James J					0.031%	$364,022	Stock
Atoulikian, Richard G					0.023%	$266,125	Stock
Attaarmah, Richard					0.015%	$172,388	Stock
Aurit, Scott A					0.017%	$199,310	Stock
Avey, Jamie S					0.011%	$131,374	Stock
Awezec, John S					0.042%	$492,930	Stock
Ayoub, Mohammed A					0.011%	$122,831	Stock
Bachelder, Timothy B					0.014%	$160,597	Stock
Bacsikin, Ronald S					0.021%	$241,722	Stock
Badillo, Jose M					0.028%	$329,374	Stock
Badriyha, Badri N					0.021%	$239,792	Stock
Bagby, Jeffrey L					0.010%	$112,581	Stock
Bailey, Erika L					0.021%	$242,415	Stock
Bainbridge, Terri L					0.010%	$120,412	Stock
Baird, Gregory M					0.037%	$426,234	Stock
Baker, Brian R					0.085%	$996,340	Stock
Baker, Christopher L					0.031%	$355,994	Stock
Baker, James F					0.014%	$161,004	Stock
Bakke, Brian M					0.022%	$259,845	Stock

ATTACHMENT A - AS OF 05/06/2015

HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)

***No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20**

Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Balash, Michael A	[redacted]				0.020%	$228,427	Stock
Balchunas, Brian M					0.036%	$421,501	Stock
Baldwin, William D					0.016%	$192,113	Stock
Balendhran, Chandrikaa					0.016%	$185,457	Stock
Ballegeer, John P					0.014%	$160,612	Stock
Balter, Eugene N					0.099%	$1,160,301	Stock
Banion, Bryce S					0.012%	$135,601	Stock
Banta, Timothy C					0.011%	$131,075	Stock
Barber, Harold G					0.014%	$166,363	Stock
Barbosamoss, Lucie					0.017%	$196,750	Stock
Barca, Laura A					0.011%	$133,672	Stock
Barin, Glenn D					0.009%	$106,802	Stock
Barker, Norman J					0.055%	$636,880	Stock
Barnett, Elena R					0.033%	$379,965	Stock
Barnhart, William E					0.058%	$676,034	Stock
Barnwell, Chris W					0.214%	$2,490,578	Stock
Barone, James P					0.036%	$420,658	Stock
Barr, James L					0.011%	$131,450	Stock
Barrett, David G					0.010%	$118,760	Stock
Barrett, William D					0.011%	$128,825	Stock
Barth, Brian M					0.014%	$165,762	Stock
Bartle, Brian D					0.010%	$119,652	Stock
Barton, Elizabeth A					0.010%	$120,644	Stock
Barton, Michael J					0.048%	$555,750	Stock
Basrao, Pratibha					0.014%	$163,555	Stock
Bassell, Stuart					0.040%	$466,211	Stock
Batenhorst, Ralph A					0.140%	$1,630,167	Stock
Bathurst, Lucas A					0.018%	$205,969	Stock
Bauer, Wayne K					0.205%	$2,387,210	Stock
Baum, Daniel J					0.010%	$118,910	Stock
Baylon, Luel K					0.022%	$254,461	Stock
Baysden, Robert M					0.011%	$126,760	Stock
Beadle, Philip G					0.019%	$224,162	Stock
Bean, Danton B					0.017%	$192,723	Stock
Beard, Jeremy H					0.016%	$181,181	Stock
Beard, Stephen R					0.149%	$1,741,568	Stock
Bearden, Carter D					0.010%	$112,975	Stock
Bearden, Eddie D					0.015%	$170,931	Stock

ATTACHMENT A - AS OF 05/06/2015 HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)				*No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20			
Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Beason, Christopher H	[redacted]				0.027%	$315,617	Stock
Beaty, David E					0.016%	$184,986	Stock
Bechtol, David C					0.088%	$1,030,878	Stock
Becker, Daniel F					0.021%	$250,156	Stock
Becker, Gary A					0.050%	$588,430	Stock
Becker, Jeffrey G					0.011%	$124,019	Stock
Becker, Robert R					0.101%	$1,180,219	Stock
Beckingham, Matthew C					0.011%	$122,738	Stock
Bedenbaugh, Robin L					0.020%	$233,709	Stock
Bednar, Darren M					0.009%	$109,803	Stock
Beduhn, Robert J					0.096%	$1,119,111	Stock
Behle, Pamela R					0.018%	$210,663	Stock
Behr, Christopher T					0.030%	$345,766	Stock
Behrens, Nancy K					0.026%	$302,721	Stock
Behzadi, Bijan					0.012%	$140,612	Stock
Beining, William F					0.021%	$250,051	Stock
Beitel, Curtis B					0.024%	$275,272	Stock
Bekka, Khalid					0.048%	$562,580	Stock
Belardo, A Jose					0.017%	$202,981	Stock
Belknap, Gary W					0.056%	$652,934	Stock
Bell, Graham Edgar Carlsen					0.035%	$402,706	Stock
Bell, Julie L S					0.018%	$206,144	Stock
Bell, Richard A					0.053%	$622,911	Stock
Bellinger, Carol A					0.010%	$113,407	Stock
Bender, Rockne E					0.016%	$190,936	Stock
Benisch, Mario					0.015%	$169,861	Stock
Bennett, Timothy R					0.104%	$1,208,653	Stock
Benson, Michael J					0.023%	$266,369	Stock
Berggren, Eric G					0.025%	$285,881	Stock
Bergman, Steven R					0.030%	$348,726	Stock
Bergschneider, Kevin H					0.025%	$296,447	Stock
Bergstrom, Eric C					0.028%	$321,720	Stock
Berkshire, Paul A					0.012%	$138,965	Stock
Berman, Robert S					0.028%	$325,333	Stock
Bernard, Darius E					0.010%	$117,887	Stock
Bertram, Michael H					0.020%	$229,452	Stock
Besinger, David F					0.120%	$1,400,645	Stock
Best, Donald E					0.026%	$307,930	Stock

ATTACHMENT A - AS OF 05/06/2015

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Bettmann, Sarah E	[redacted]				0.016%	$181,646	Stock
Betts, Kim C					0.057%	$666,966	Stock
Biglen, Douglas K					0.051%	$590,801	Stock
Billman, Daniel W					0.184%	$2,141,161	Stock
Bintrim, James W					0.031%	$367,191	Stock
Bird, Brian D					0.024%	$278,286	Stock
Bishop, Janelle K					0.018%	$207,714	Stock
Bisson, Douglas J					0.040%	$466,852	Stock
Bissonnette, Michelle F					0.030%	$347,685	Stock
Black, Bryan					0.028%	$332,090	Stock
Blair, Ryan J					0.015%	$178,817	Stock
Blake, Andrew C					0.031%	$360,587	Stock
Blanchette, Michael P					0.026%	$308,807	Stock
Bland, Claude Thomas					0.088%	$1,025,212	Stock
Blandford, Patrick N					0.009%	$107,448	Stock
Blaney, Daniel P					0.009%	$107,738	Stock
Blank, Jeffrey C					0.015%	$173,478	Stock
Blaylock, William M					0.097%	$1,129,387	Stock
Blomquist, Michael J					0.010%	$115,161	Stock
Blondo, Kevin T					0.013%	$146,915	Stock
Bloom-Crook, Donna R					0.012%	$144,059	Stock
Blount, Steven R					0.040%	$463,409	Stock
Blum, Mitchell L					0.012%	$138,482	Stock
Blumenfeld, Matthew H					0.012%	$138,760	Stock
Blumenkamp, John E					0.019%	$226,680	Stock
Boblitt, Gary T					0.031%	$360,654	Stock
Boehm, Scott A					0.028%	$325,385	Stock
Boling, Robert M					0.044%	$508,324	Stock
Boner, Diane M					0.111%	$1,296,153	Stock
Bonifacio, Danilo B					0.011%	$128,177	Stock
Bonner, Gregory K					0.023%	$265,396	Stock
Booras, Theresa A					0.014%	$163,559	Stock
Booty, James W					0.046%	$537,193	Stock
Boraks, Michael W					0.028%	$320,981	Stock
Borenstein, Mark D					0.040%	$465,436	Stock
Borman, Jackie L					0.010%	$122,358	Stock
Bormann, Christian F					0.013%	$155,803	Stock
Bormann, Kent I					0.063%	$739,202	Stock

EXHIBIT "1"
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ATTACHMENT A - AS OF 05/06/2015 HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)				*No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20			
Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Borovski, Vasili	[redacted]				0.059%	$685,471	Stock
Bosco, Robert Vincent					0.030%	$349,661	Stock
Bostain, Ronnie E					0.019%	$219,119	Stock
Bott, James W					0.028%	$329,770	Stock
Bott, Paul R					0.096%	$1,123,916	Stock
Bottrell, Vicky S					0.022%	$257,875	Stock
Bowdoin, Paul A					0.267%	$3,113,323	Stock
Bowen, John M					0.048%	$559,118	Stock
Bowen, John P					0.078%	$914,691	Stock
Bower, Robert W					0.077%	$902,915	Stock
Bowzer, Timothy W					0.015%	$176,386	Stock
Boyes, David					0.026%	$306,556	Stock
Boyle, Connie M					0.013%	$156,337	Stock
Bradley, Bruce A					0.035%	$402,552	Stock
Brainard, Michael F					0.015%	$173,559	Stock
Brakenhoff, Peter J					0.040%	$462,867	Stock
Bramlett, Lynda L					0.041%	$477,664	Stock
Brammier, Paula S					0.019%	$220,758	Stock
Brandt, Jill C					0.015%	$179,365	Stock
Brantley, James A					0.016%	$187,657	Stock
Braucht, David W					0.069%	$804,028	Stock
Braud, Thomas L					0.030%	$349,284	Stock
Bray, Gerald C					0.019%	$219,714	Stock
Brenchley, Michael					0.099%	$1,150,501	Stock
Brewster, Kevin N					0.062%	$717,804	Stock
Brian, Kevin J					0.022%	$261,283	Stock
Bridger, Glenn W					0.016%	$186,559	Stock
Briggs Iii, Kenneth F					0.064%	$745,283	Stock
Brigham, James W					0.019%	$220,740	Stock
Brigham, Thomas B					0.014%	$169,106	Stock
Brimmer, Michelle C					0.017%	$201,564	Stock
Bristow, Edward A					0.026%	$300,073	Stock
Brittain, Robert D					0.021%	$243,644	Stock
Broadus, John M					0.021%	$244,707	Stock
Brodbeck, Mark R					0.020%	$229,916	Stock
Bromley, Patrick G					0.018%	$208,814	Stock
Brooks, Kathleen M					0.021%	$241,206	Stock
Brooks, Richard L					0.041%	$477,865	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Broshears, Greg A	[redacted]				0.134%	$1,563,217	Stock
Brown, Jerome W					0.036%	$425,066	Stock
Brown, Steven C					0.009%	$110,711	Stock
Brubaker, Simeon R					0.041%	$474,183	Stock
Brunner, Jason F					0.019%	$216,316	Stock
Brunner, Robert V					0.015%	$169,797	Stock
Bryan, Michael E					0.018%	$208,150	Stock
Bryant, William R					0.030%	$346,101	Stock
Buchanan, Brent A					0.011%	$129,021	Stock
Buell, Ted W					0.010%	$117,322	Stock
Bukowski, Peter F					0.092%	$1,073,628	Stock
Bunner, Matthew A					0.037%	$426,272	Stock
Burch, Carey W					0.010%	$118,548	Stock
Burke, William J					0.012%	$141,794	Stock
Burns, Russell C					0.010%	$118,382	Stock
Burst, Gregory R					0.016%	$191,123	Stock
Burton, Aaron K					0.019%	$216,895	Stock
Busenbark, Lee T					0.015%	$173,114	Stock
Bush, Theodore J					0.056%	$652,173	Stock
Bushdiecker, Keith R					0.026%	$306,253	Stock
Butera, Robert F					0.039%	$452,214	Stock
Butler, Scott D					0.058%	$678,175	Stock
Buttenob, John M					0.046%	$534,724	Stock
Butterfield, Michael C					0.015%	$178,837	Stock
Buyson, Marco V V					0.017%	$194,917	Stock
Cai, Liping					0.010%	$117,354	Stock
Cain, Christopher A					0.011%	$129,471	Stock
Caito, Elizabeth A					0.021%	$248,778	Stock
Caito, Steven M					0.013%	$153,642	Stock
Calub, Lori J					0.074%	$862,825	Stock
Cambridge, John W					0.042%	$494,599	Stock
Campbell, Joseph H					0.016%	$184,767	Stock
Canjura, Nelson E					0.030%	$344,938	Stock
Cano, Steve A					0.011%	$129,876	Stock
Cantwell, Joel R					0.027%	$311,208	Stock
Caparelli, Louie J					0.029%	$341,798	Stock
Capell, Paul F					0.070%	$822,132	Stock
Caprara, Craig T					0.101%	$1,174,519	Stock

ATTACHMENT A - AS OF 05/06/2015

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Carlson, Dennis L	[redacted]				0.009%	$110,786	Stock
Carlson, Erik J					0.013%	$150,109	Stock
Carlson, Katrina A					0.010%	$117,586	Stock
Carnahan, James D					0.017%	$201,357	Stock
Carothers, Garson C					0.031%	$357,109	Stock
Carpenter, Bruce D					0.211%	$2,460,519	Stock
Carrasquillo, Francisco					0.020%	$233,154	Stock
Carrettezook, Laurie A					0.161%	$1,881,306	Stock
Carroll, Steven M					0.010%	$112,275	Stock
Carter, Connie A					0.024%	$280,091	Stock
Case, Robert B					0.195%	$2,274,353	Stock
Casey, Barbara A					0.013%	$150,216	Stock
Casey, Timothy G					0.107%	$1,252,819	Stock
Casinelli, Luigi G					0.016%	$188,752	Stock
Casset, Laura McKay					0.010%	$120,057	Stock
Cassin, Stefanie M					0.016%	$186,283	Stock
Castro, Donald J					0.075%	$878,781	Stock
Catron, Heather J					0.018%	$211,542	Stock
Cave, Kirby J					0.012%	$141,732	Stock
Ceroll, Ronald A					0.019%	$222,234	Stock
Chacon, Wade M					0.013%	$148,006	Stock
Chan, Yanyan					0.012%	$144,054	Stock
Chao, Jerry C					0.014%	$162,262	Stock
Chapman, David M					0.009%	$108,019	Stock
Chapman, John M					0.049%	$569,566	Stock
Charf, Nancy L					0.017%	$200,783	Stock
Chargin, David P					0.016%	$188,128	Stock
Chastant, Paul Thomas					0.017%	$194,460	Stock
Chavel, Brandon W					0.011%	$132,299	Stock
Chen, Dolly Yu					0.013%	$146,346	Stock
Chen, Ning					0.022%	$251,092	Stock
Cheung, Chi K K					0.011%	$123,447	Stock
Chiglo, Jay L					0.046%	$540,753	Stock
Chilingaryan, Vartan					0.010%	$113,239	Stock
Chipman, Kerri L					0.015%	$175,024	Stock
Choffel, Kenneth L					0.203%	$2,368,581	Stock
Christensen, James J					0.046%	$538,704	Stock
Christensen, Jason J					0.026%	$306,862	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Christensen, Lyle R	[redacted]				0.016%	$186,620	Stock
Christensen, Scott D					0.022%	$255,597	Stock
Christiansen, John A					0.010%	$121,304	Stock
Christopher, Stanley A					0.102%	$1,186,285	Stock
Christoplis, Charles P					0.015%	$171,919	Stock
Chu, Wellington H H					0.015%	$173,251	Stock
Churilla, Scott A					0.050%	$587,062	Stock
Cieslik, Lawrence J					0.043%	$498,885	Stock
Clair, Robert F					0.159%	$1,855,331	Stock
Clark, Angela M					0.020%	$236,537	Stock
Clark, Brenda S					0.010%	$119,964	Stock
Clark, David L					0.060%	$705,028	Stock
Clark, Jennifer G					0.010%	$110,889	Stock
Clark, John D					0.035%	$405,226	Stock
Clark, Sarah C					0.010%	$120,830	Stock
Clatanoff, John J					0.014%	$168,804	Stock
Claunch, Christopher E					0.081%	$943,557	Stock
Clausen, Lynette F					0.021%	$240,585	Stock
Cleary, Joseph G					0.029%	$339,157	Stock
Cline, Shane K					0.011%	$124,257	Stock
Close, Craig A					0.045%	$521,917	Stock
Cobb, Samuel D					0.038%	$444,034	Stock
Cobbey, Brett M					0.021%	$248,997	Stock
Cochran, Joseph D					0.016%	$184,980	Stock
Cochran, Matthew D					0.020%	$237,560	Stock
Coffey, Roger L					0.033%	$383,931	Stock
Cohen, Alan S					0.035%	$405,875	Stock
Cohen, Maryluise					0.025%	$288,568	Stock
Coleman, Brandon J					0.011%	$122,613	Stock
Coleman, James M					0.031%	$357,621	Stock
Coletta, Willie D					0.019%	$222,825	Stock
Coletti, Domenic A					0.030%	$345,756	Stock
Collins, Andrew C					0.030%	$354,212	Stock
Collins, Michael B					0.019%	$215,935	Stock
Collinsworth, Suanne O					0.029%	$342,158	Stock
Colwell, Arthur B					0.066%	$766,708	Stock
Concannon, Paul D					0.012%	$139,886	Stock
Cone, Robert E					0.106%	$1,238,279	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Connell, James R	[redacted]				0.040%	$468,153	Stock
Connelly, David L					0.071%	$826,896	Stock
Connolly, Timothy J					0.398%	$4,642,490	Stock
Connors, Thomas J					0.011%	$126,231	Stock
Connors, Thomas M					0.028%	$328,979	Stock
Conover, David R					0.061%	$708,141	Stock
Conway, James R					0.049%	$572,942	Stock
Cook, Matthew J					0.011%	$134,056	Stock
Cook, Rhonda J					0.030%	$353,848	Stock
Cooling, Curtis T					0.052%	$601,673	Stock
Cooper, Christopher D					0.044%	$514,872	Stock
Cooper, Kimberly A					0.017%	$195,900	Stock
Cooper, Steve L					0.034%	$400,507	Stock
Cooper, Tresa D					0.029%	$339,954	Stock
Copeland, Charles E					0.051%	$599,654	Stock
Corbett, Oliver N					0.058%	$682,193	Stock
Cordle, Ann H					0.022%	$256,974	Stock
Corey, Todd R					0.066%	$770,248	Stock
Cortese, Scott D					0.009%	$109,289	Stock
Cosey, Cindy E					0.012%	$145,048	Stock
Courduff, Randall L					0.032%	$371,210	Stock
Cousins, Alex C					0.015%	$176,156	Stock
Covert, Richard H					0.012%	$139,790	Stock
Cox, Eric W					0.030%	$348,016	Stock
Cox, Joseph R					0.034%	$399,828	Stock
Cox, Justin D					0.023%	$262,601	Stock
Cox, Terence C					0.051%	$595,691	Stock
Coyne, Susan B					0.040%	$465,553	Stock
Crable, Roy J					0.123%	$1,437,125	Stock
Craft, Lynette L					0.018%	$213,909	Stock
Craig, John L					0.074%	$867,876	Stock
Craig, Sarah T S					0.026%	$303,305	Stock
Craig, Thomas M					0.054%	$627,011	Stock
Crall, Michael P					0.017%	$195,803	Stock
Crane, Jonathan T					0.060%	$696,427	Stock
Cravotta, John E					0.052%	$603,911	Stock
Crellin, Randall P					0.031%	$358,748	Stock
Crigler, Jeffrey L					0.018%	$204,864	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Cristal, Neil L	[redacted]				0.044%	$508,456	Stock
Crockett, Timothy R					0.162%	$1,887,871	Stock
Croke, Ronald P					0.068%	$795,813	Stock
Crowl, Ronald D					0.057%	$667,197	Stock
Crozier, Allen R					0.023%	$273,815	Stock
Crull, Carl E					0.036%	$420,747	Stock
Crumbliss, Jennifer D					0.060%	$697,973	Stock
Cruz, Romeo C					0.014%	$164,828	Stock
Culler, Joseph D					0.196%	$2,289,683	Stock
Culligan, David W					0.017%	$193,230	Stock
Cullman, Nancy C					0.087%	$1,015,493	Stock
Cunningham, John P					0.028%	$330,189	Stock
Curran, Jennifer L					0.014%	$161,972	Stock
Curren, Jeff L					0.118%	$1,378,559	Stock
Current, Rhonda K					0.017%	$200,933	Stock
Curtis, Donald R					0.018%	$209,252	Stock
Cwatanaphol, Phaisarn					0.056%	$656,257	Stock
Cyboron, Jason R					0.010%	$119,315	Stock
Dadamo, Peter C					0.029%	$339,079	Stock
Dahmen, Pieter G					0.077%	$896,700	Stock
Dailey, Douglas S					0.013%	$154,740	Stock
Dalager, Nathan P					0.073%	$854,942	Stock
Dalton, Mark R					0.190%	$2,215,332	Stock
Damento, Peter J					0.056%	$648,790	Stock
Damgaard, Quinn V					0.014%	$157,948	Stock
Dammarell, Amy S					0.026%	$305,149	Stock
Damon, William H					0.055%	$646,091	Stock
Danial, Imad F					0.024%	$276,160	Stock
Dao, Trung					0.036%	$423,454	Stock
Darby, Michael M					0.016%	$186,225	Stock
Das, Rajat					0.015%	$173,665	Stock
Davenport, Bonnie J					0.044%	$512,126	Stock
Davila, Paul K					0.010%	$121,602	Stock
Davis, Harold E					0.020%	$237,017	Stock
Davis, Lonnie J					0.022%	$251,314	Stock
Davis, Peter J					0.027%	$313,668	Stock
Davis, Scott W					0.010%	$112,232	Stock
Davis, Walter C					0.037%	$427,991	Stock

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ATTACHMENT A - AS OF 05/06/2015 HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)				*No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20			
Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Deans, Thomas E	[redacted]				0.049%	$566,228	Stock
Decesare, Douglas T					0.032%	$374,060	Stock
Dechant, David M					0.025%	$296,235	Stock
Decken, Sean T					0.025%	$296,171	Stock
Decker, Jay S					0.028%	$322,868	Stock
Decker, Nancy C					0.012%	$139,323	Stock
Deed, Clarence					0.012%	$137,691	Stock
Deeley, Joseph M					0.017%	$202,818	Stock
Deguzman, Manolo N					0.027%	$318,475	Stock
Dehn, George William					0.020%	$239,000	Stock
Dehoney, Betty J					0.024%	$285,607	Stock
Delagarzanavarro, Norma					0.029%	$335,952	Stock
Delange, Kevin					0.069%	$802,833	Stock
Delehunt, Sean R					0.013%	$147,315	Stock
Demmons, Kenneth T					0.019%	$225,549	Stock
Dempsey, John M					0.363%	$4,239,974	Stock
Denevan, Jeff M					0.045%	$529,964	Stock
Denlinger, John K					0.034%	$400,681	Stock
Denton, Duane J					0.060%	$705,732	Stock
Deppert, Ehren W					0.011%	$128,703	Stock
Derbonne, Harold C					0.036%	$414,587	Stock
Derose, Craig E					0.015%	$177,600	Stock
Desai, Tarun B					0.072%	$841,996	Stock
Deters, Richard J					0.017%	$193,827	Stock
Devries, Russell J					0.047%	$552,004	Stock
Dewey, Kirk P					0.152%	$1,768,566	Stock
Dey, Benjamin N					0.012%	$135,758	Stock
Dey, Gautom					0.094%	$1,100,187	Stock
Dichari, Mohamad S					0.017%	$194,781	Stock
Dickerson, Nathan P					0.023%	$271,649	Stock
Dierking, Paul B					0.021%	$240,371	Stock
Dietz Owings, Julie C					0.013%	$156,123	Stock
Diklich, Kelly E					0.011%	$127,775	Stock
Dikun, Mark M					0.011%	$125,060	Stock
Diller, Michelle Dusseau					0.013%	$152,591	Stock
Dineen, John P					0.028%	$326,730	Stock
Dingwell, Michael D					0.323%	$3,766,005	Stock
Dinkel, Tracy L					0.010%	$114,175	Stock

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ATTACHMENT A - AS OF 05/06/2015

HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)

***No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20**

Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Dirks, Richard G	[redacted]				0.012%	$141,534	Stock
Ditoro, Thomas					0.052%	$604,441	Stock
Dockery, Gilda L					0.013%	$150,176	Stock
Doeing, Brian J					0.039%	$455,597	Stock
Doherty, Karen M					0.018%	$208,677	Stock
Dohrendorf, Jasper A					0.012%	$142,401	Stock
Doiel, Michael D					0.333%	$3,884,755	Stock
Dolson, Gretchen L					0.030%	$353,914	Stock
Domalik, Daniel E					0.037%	$426,987	Stock
Dombrowski, Michael J					0.011%	$122,554	Stock
Donley, Meghann C					0.013%	$152,826	Stock
Donnelly, Thomas A					0.061%	$710,752	Stock
Doran, Leo J					0.025%	$289,677	Stock
Dortch, Stephen W					0.012%	$141,424	Stock
Dostal, Glenn H					0.097%	$1,127,825	Stock
Dougherty, David A					0.020%	$229,768	Stock
Dougherty, Timothy K					0.063%	$734,092	Stock
Doughty, Loretta G					0.018%	$213,534	Stock
Douglas, Jeffrey S					0.024%	$282,865	Stock
Down, Benjamin C					0.056%	$649,728	Stock
Doyle, Jeffrey C					0.009%	$110,715	Stock
Doyle, Kevin G					0.013%	$146,009	Stock
Drahota, Steven M					0.048%	$561,998	Stock
Drake, Allison L					0.024%	$283,126	Stock
Draper, Terry M					0.010%	$111,593	Stock
Drimmel, Joseph E					0.014%	$165,168	Stock
Drummond, Terese L					0.033%	$382,557	Stock
Du, Xiaomo					0.031%	$365,477	Stock
Duarte, Daniel					0.026%	$303,422	Stock
Duben, Mark A					0.035%	$404,109	Stock
Dubriel, William T					0.032%	$374,635	Stock
Duffy, Maryann					0.028%	$326,832	Stock
Duffy, Matthew J					0.012%	$136,840	Stock
Dunbar, Marion K					0.040%	$463,406	Stock
Dunham, Alison L					0.020%	$235,856	Stock
Dunn, David D					0.040%	$467,601	Stock
Dunn, William J					0.013%	$153,058	Stock
Dunning, Jerome F					0.024%	$283,910	Stock

ATTACHMENT A - AS OF 05/06/2015

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Duong, Binh N	[redacted]				0.011%	$133,591	Stock
Duran, Victor J					0.042%	$488,987	Stock
Duron, David A					0.011%	$133,677	Stock
Duschang, John H					0.020%	$232,184	Stock
Duty, Katie E S					0.012%	$140,196	Stock
Duvall, Jeanette Carlisle					0.033%	$389,374	Stock
Dwyer, Blaine N					0.010%	$115,649	Stock
Earle, Marcia H					0.044%	$510,878	Stock
Eaton, Roger A					0.018%	$213,541	Stock
Ecker, Michael A					0.012%	$139,155	Stock
Eckmair, Timothy J					0.029%	$342,875	Stock
Edelen, Benedict R					0.027%	$313,717	Stock
Edgington, Ruedy P					0.019%	$217,283	Stock
Edwards, Allison M					0.044%	$517,679	Stock
Eicken, Robert T					0.051%	$595,372	Stock
Eigbrett, Ramona S					0.034%	$395,191	Stock
Elahishirazi, Kamran					0.229%	$2,671,907	Stock
Eldridge, Katherine W					0.048%	$564,291	Stock
Eley, Howard					0.024%	$274,850	Stock
Elhajjeh, Khaled C					0.010%	$117,322	Stock
Elijah-Barnwell, Sheila					0.091%	$1,059,321	Stock
Ellersick, Michael C					0.020%	$233,729	Stock
Ellinger, Mark J					0.040%	$471,283	Stock
Ellington, Lawrence D					0.014%	$158,020	Stock
Elliott, Jeremy R					0.025%	$288,243	Stock
Ellis, Brendan P					0.018%	$212,304	Stock
Ellis, Brian A					0.019%	$219,153	Stock
Ellis, Craig P					0.024%	$277,994	Stock
Ellis, Robert H					0.197%	$2,302,547	Stock
Ellmers, Glen E					0.177%	$2,061,704	Stock
Ellsworth, Jerry E					0.013%	$149,633	Stock
Ellwood, Vince R					0.187%	$2,182,112	Stock
Elzie, Matthew S					0.015%	$178,861	Stock
Emmons, Douglas G					0.075%	$877,962	Stock
Engel, John J					0.101%	$1,176,698	Stock
Engelbert, Patrick J					0.072%	$841,903	Stock
Engelhaupt, Daniel Thomas					0.009%	$107,648	Stock
Enger, Leigh A					0.013%	$155,316	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Englert, Thomas L	[redacted]				0.105%	$1,225,873	Stock
English, Quint R					0.019%	$227,115	Stock
Enriquez, Nellie					0.010%	$113,349	Stock
Entzel, Chris E					0.028%	$327,931	Stock
Erickson, Allan D					0.165%	$1,924,924	Stock
Erickson, Brent R					0.010%	$120,190	Stock
Eriksen, Michael A					0.219%	$2,554,727	Stock
Ertman, Stephen C					0.013%	$150,085	Stock
Erwin, Mary J					0.014%	$163,192	Stock
Esquibel, Raymond A					0.009%	$107,532	Stock
Estrada, Gregorio					0.015%	$172,572	Stock
Ettlich, William F					0.046%	$539,330	Stock
Evans, Allan A					0.010%	$120,136	Stock
Evans, Jack O					0.042%	$487,747	Stock
Evans, Mark					0.033%	$383,373	Stock
Everett, Michael D					0.009%	$110,583	Stock
Everson, Tony W					0.035%	$413,702	Stock
Evola, Anthony M					0.009%	$108,552	Stock
Ey, John C					0.022%	$254,006	Stock
Fahs, Jeffrey A					0.016%	$191,693	Stock
Falcone, Anthony M					0.025%	$294,423	Stock
Fallon, Vincent P					0.022%	$255,213	Stock
Fang, Bordar					0.029%	$334,571	Stock
Fann, Terri Rector					0.016%	$187,042	Stock
Fanselau, Jason R					0.024%	$283,573	Stock
Farach, J Martin					0.012%	$139,913	Stock
Farrell, Kelly J					0.011%	$127,421	Stock
Fasselin, Rosemary I					0.009%	$106,542	Stock
Fassett, Gordon W					0.025%	$293,182	Stock
Fauteux, Ricky D					0.033%	$381,806	Stock
Felan, Johnny					0.013%	$147,166	Stock
Feldman, Dawn M					0.025%	$296,289	Stock
Feldman, Todd M					0.042%	$487,317	Stock
Felker, Brent R					0.052%	$603,181	Stock
Fennessey, Robert L					0.035%	$402,788	Stock
Fenton, Ross A					0.038%	$439,662	Stock
Ferguson, Keith A					0.058%	$675,003	Stock
Ferguson, Matthew W					0.034%	$394,572	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Ferguson, Robert K	[redacted]				0.020%	$234,853	Stock
Ferjancic, Kenneth P					0.090%	$1,049,092	Stock
Ferjo, Wendy K					0.020%	$231,835	Stock
Ferland, Lance M					0.021%	$247,933	Stock
Ferrell, Stephen J					0.047%	$551,891	Stock
Ferrier, Paul A					0.028%	$327,982	Stock
Ferry, Dean E					0.025%	$289,701	Stock
Fibich, Gary J					0.028%	$329,439	Stock
Fisher, Gregory M					0.091%	$1,060,608	Stock
Fisher, Rex T					0.091%	$1,065,331	Stock
Fiske, Anders R					0.009%	$110,072	Stock
Fitz, Allen C					0.014%	$158,694	Stock
Fitzgerald, Daniel J					0.010%	$116,026	Stock
Fitzner, Joseph P					0.025%	$286,270	Stock
Fitzpatrick, James J					0.060%	$702,962	Stock
Flanagan, Raymond W					0.087%	$1,011,368	Stock
Flansburg, Lyle L					0.105%	$1,219,279	Stock
Flick, Michael T					0.010%	$120,531	Stock
Flores, Mark M					0.010%	$119,943	Stock
Florio, Shawn A					0.024%	$281,692	Stock
Flynn, Gerard E					0.017%	$193,899	Stock
Fobes, Timothy M					0.020%	$229,730	Stock
Folwell, Matthew R					0.013%	$154,194	Stock
Foral, Scott D					0.028%	$329,522	Stock
Forest, Mark E					0.025%	$291,879	Stock
Forsberg, Michael D					0.012%	$144,062	Stock
Foster, Lynn C					0.010%	$120,943	Stock
Foust, Janette K					0.025%	$289,441	Stock
Fowler, Melanie E					0.011%	$127,372	Stock
Fox, Jacqueline A					0.068%	$797,185	Stock
Fox, Steven R					0.016%	$181,286	Stock
Foxx, Bryan W					0.016%	$181,465	Stock
Foyt, Garey W					0.044%	$510,917	Stock
Franke, Daniel R					0.092%	$1,076,391	Stock
Franklin, Steven R					0.034%	$393,468	Stock
Frazer, Robert E					0.058%	$675,356	Stock
Frazier, Edwin B					0.009%	$110,326	Stock
Frederiksen, Lee E					0.033%	$379,682	Stock

ATTACHMENT A - AS OF 05/06/2015

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Freeman, Daniel A	[redacted]				0.013%	$149,993	Stock
Frieberg, Lee J					0.029%	$341,142	Stock
Friedman, Gerald M					0.033%	$381,267	Stock
Friedman, Steven A					0.047%	$546,791	Stock
Frissora, Joseph					0.032%	$378,892	Stock
Fritz, Luann					0.031%	$364,472	Stock
Frommer, Jennifer A					0.018%	$204,377	Stock
Froscheiser, Keith A					0.031%	$358,555	Stock
Frost, Jesse L					0.015%	$175,992	Stock
Frye, Debra L					0.107%	$1,244,742	Stock
Fryklind, Karl J					0.063%	$730,553	Stock
Fu, Xiaoyu					0.016%	$182,973	Stock
Fuchs, Dale J					0.027%	$313,963	Stock
Fuller, Jason A					0.042%	$493,024	Stock
Fuller, Robert Gary					0.268%	$3,124,853	Stock
Fulton, Philip A					0.046%	$532,801	Stock
Fung, Vincent W S					0.023%	$268,999	Stock
Furne, Thomas J					0.426%	$4,966,715	Stock
Gaetz, Alan L					0.055%	$635,806	Stock
Gahan, Edward M					0.020%	$233,290	Stock
Galeziewski, Thomas M					0.108%	$1,259,199	Stock
Gallagher, Thomas					0.155%	$1,807,970	Stock
Gallagher, Timothy J					0.029%	$332,534	Stock
Gallagher, William J					0.020%	$230,486	Stock
Gapinski, Duane P					0.030%	$347,114	Stock
Garcia, Catherine L					0.040%	$465,201	Stock
Garcia, Dalia Z					0.013%	$149,498	Stock
Garcia, Gayle L					0.015%	$176,400	Stock
Garcia, Guillermo E					0.121%	$1,411,863	Stock
Gardner, Jennifer L					0.011%	$126,877	Stock
Garello, Michael C					0.012%	$138,911	Stock
Garland, Edward J					0.095%	$1,103,742	Stock
Garrelts, James P					0.072%	$837,057	Stock
Garrett, Michael W					0.022%	$259,090	Stock
Gaul, John E					0.037%	$429,950	Stock
Geiger, Ronald A					0.023%	$273,168	Stock
Genato, Raymond					0.015%	$172,245	Stock
Geppert, Michael J					0.044%	$516,123	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Geremia, Raffaella	[redacted]				0.010%	$112,730	Stock
Gerges, Hany Z					0.085%	$994,423	Stock
Gerhardt, Bruce R					0.125%	$1,457,124	Stock
Gershmel, Grant L					0.034%	$394,533	Stock
Gesell, Gregory H					0.022%	$252,250	Stock
Getty, Jeffrey L					0.041%	$483,457	Stock
Gibbs, Troy M					0.012%	$139,451	Stock
Gibney, Richard D					0.100%	$1,161,684	Stock
Gibson, James B					0.027%	$311,052	Stock
Gilbert, Randall K					0.009%	$109,473	Stock
Gilbert, Susan K					0.070%	$817,281	Stock
Gilbrook, Michael J					0.037%	$436,757	Stock
Gilleran, Amy A					0.048%	$555,358	Stock
Gilliom, Micah W					0.013%	$146,816	Stock
Gilvin, Gregory T					0.009%	$108,075	Stock
Ginzburg, Arkadiy P					0.072%	$844,335	Stock
Ginzburg, Larisa					0.038%	$446,914	Stock
Gipe, John E					0.029%	$340,979	Stock
Gipson, Dean J					0.023%	$270,502	Stock
Glassen, Richard L					0.016%	$191,816	Stock
Glazier, Craig A					0.029%	$338,104	Stock
Glover, Jeffrey B					0.071%	$827,761	Stock
Godsell, Zachary					0.012%	$139,140	Stock
Goe, Steven J					0.068%	$793,172	Stock
Goehri, Roger S					0.100%	$1,171,939	Stock
Goehring, Wade D					0.015%	$169,191	Stock
Goertzen, Michael L					0.112%	$1,305,750	Stock
Gollehon, Steven R					0.047%	$543,590	Stock
Gomez, Jeremy					0.009%	$106,462	Stock
Gonsalvez, Noel J					0.019%	$221,439	Stock
Gonzales, Paul E					0.036%	$415,581	Stock
Gonzalez, Apolo					0.059%	$685,965	Stock
Gonzalez, Calex N					0.026%	$304,669	Stock
Gonzalez, Jose A					0.009%	$107,353	Stock
Gonzalez, Jose M					0.012%	$140,371	Stock
Goodson, Fiona					0.023%	$267,163	Stock
Gordon, Jennifer R					0.019%	$217,489	Stock
Gorman, Robert J					0.018%	$205,773	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Gorugantula, Srikanth	[redacted]				0.015%	$174,667	Stock
Goss, Brian G					0.024%	$280,560	Stock
Gotcher, Donnie J					0.025%	$291,938	Stock
Gough, Matthew S					0.015%	$173,557	Stock
Gould, Thomas E					0.132%	$1,542,525	Stock
Graber, Daniel J					0.274%	$3,191,268	Stock
Grady, Richard J					0.012%	$135,061	Stock
Graff, Mark R					0.202%	$2,356,853	Stock
Graff, Neil A					0.122%	$1,426,865	Stock
Graff, Peter J					0.018%	$209,666	Stock
Gramlich, Richard A					0.163%	$1,899,616	Stock
Grandy, David C					0.019%	$226,576	Stock
Graves, Mark C					0.023%	$267,731	Stock
Gray, Matthew					0.046%	$535,747	Stock
Grear, Kathy					0.009%	$107,014	Stock
Greeley, Dirk					0.011%	$128,698	Stock
Green, Brian K					0.076%	$881,332	Stock
Greene, Julie A					0.010%	$115,371	Stock
Gregory, James R					0.021%	$250,757	Stock
Grennan, Dennis E					0.108%	$1,255,782	Stock
Grenoble, Bruce A					0.042%	$492,219	Stock
Gresko, John C					0.030%	$344,530	Stock
Grey, Gary M					0.044%	$517,243	Stock
Grice, Christopher C					0.019%	$218,886	Stock
Griffenberg, Edward C					0.017%	$197,105	Stock
Griffin, Jon W					0.019%	$216,152	Stock
Grimm, Erik A					0.026%	$305,417	Stock
Grimstad, James E					0.016%	$184,194	Stock
Gros, Stephane					0.020%	$235,618	Stock
Grosenbacher, Dempsey R					0.010%	$121,812	Stock
Gross, William					0.035%	$405,025	Stock
Groves, Thomas L					0.016%	$184,542	Stock
Grubstein, Michael Y					0.017%	$202,695	Stock
Gruwell, Nancy A					0.073%	$856,606	Stock
Guarino, Thomas J					0.037%	$433,756	Stock
Guderian, Jeanne M					0.043%	$496,448	Stock
Guerrero, Edrick S					0.015%	$175,658	Stock
Guerrero, Jorge O					0.016%	$188,779	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Guinn, James L	[redacted]				0.012%	$144,659	Stock
Guletsky, Peter W					0.010%	$118,096	Stock
Gumm, William M					0.010%	$111,053	Stock
Gunderson, Adrian A					0.092%	$1,073,379	Stock
Guzewich, John M					0.018%	$213,740	Stock
Haack, Carlton L					0.038%	$438,838	Stock
Haas, Charles A					0.216%	$2,515,359	Stock
Habben, Craig E					0.039%	$454,004	Stock
Hadala, Renee D					0.025%	$291,058	Stock
Hadler, Edith M					0.029%	$334,344	Stock
Hagar, James G					0.011%	$127,058	Stock
Hagood, William B					0.876%	$10,214,632	Stock
Hahn, Daniel E					0.078%	$913,942	Stock
Hahn, David D					0.022%	$252,143	Stock
Hahn, Philip R					0.015%	$177,464	Stock
Haid, Thomas C					0.015%	$179,954	Stock
Hailey, Robert J					0.043%	$496,059	Stock
Hale, Fredrick S					0.025%	$288,257	Stock
Haley, Robert A					0.015%	$180,761	Stock
Hall, Chad D					0.018%	$215,620	Stock
Hallden, James A					0.049%	$575,021	Stock
Halsey, Brian L					0.015%	$172,715	Stock
Hameed, Rohan A					0.010%	$115,070	Stock
Hamlin, Thomas P					0.016%	$185,643	Stock
Hammer, Mark J					0.188%	$2,189,484	Stock
Hammond, David G					0.344%	$4,018,296	Stock
Han, Jeffrey					0.083%	$964,888	Stock
Hancock, James S					0.078%	$914,636	Stock
Haney, Christopher S					0.026%	$302,264	Stock
Hanley, Phillip D					0.009%	$106,763	Stock
Hanou, Thomas L					0.016%	$185,898	Stock
Hansen, Carl E					0.009%	$109,843	Stock
Hansen, Mark A					0.010%	$114,893	Stock
Hanson, Phillip B					0.028%	$324,310	Stock
Harder, Leslie F					0.026%	$300,102	Stock
Hare, Gustin L					0.015%	$178,887	Stock
Hargens, Jeffrey D					0.010%	$121,970	Stock
Hargrave, Rosemary C					0.019%	$220,067	Stock

ATTACHMENT A - AS OF 05/06/2015

HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)

***No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20**

Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Hargreaves, Wade A	[redacted]				0.012%	$143,073	Stock
Harmon, Daniel J					0.041%	$473,463	Stock
Harper, Mark F					0.067%	$787,307	Stock
Harrington, Karen L					0.011%	$126,437	Stock
Harris, Jared R					0.020%	$229,237	Stock
Hart, Becky A					0.030%	$349,228	Stock
Hart, Vicki A					0.061%	$717,361	Stock
Harting, Janie					0.019%	$225,914	Stock
Hartman, Laurence E					0.028%	$322,597	Stock
Hartnett, Chad M					0.075%	$875,653	Stock
Hartshorn, Kelly W					0.086%	$1,000,340	Stock
Harvey, Matthew J					0.216%	$2,514,700	Stock
Harvey, Peter J					0.010%	$121,637	Stock
Hasan, Ali					0.079%	$925,087	Stock
Hassebrock, Mark J					0.024%	$277,589	Stock
Hauske, Gerald J					0.027%	$320,678	Stock
Hawley, William T					0.025%	$293,964	Stock
Hayford, Orville R					0.018%	$215,043	Stock
Haynes, Richard C					0.018%	$207,448	Stock
Haynesslaughter, Kimberly					0.032%	$369,937	Stock
Hearn, Douglas C					0.103%	$1,196,027	Stock
Heath, Kelly R					0.012%	$138,851	Stock
Heath, Mindelyn D					0.010%	$117,290	Stock
Heaton Iii, Fred W					0.050%	$582,425	Stock
Hebor, Michael F					0.031%	$359,177	Stock
Hecht, James R					0.018%	$211,593	Stock
Heffron, Tammy C					0.020%	$228,462	Stock
Heilman, Daniel J					0.012%	$142,737	Stock
Heitman, Cory M					0.019%	$218,407	Stock
Hempel, Debra S					0.022%	$253,549	Stock
Hemphill, Mark W					0.018%	$211,945	Stock
Henderson, Jonathan R					0.026%	$305,847	Stock
Hendrickson, Jeanne L					0.024%	$277,913	Stock
Hendrickson, Warren J					0.048%	$558,363	Stock
Hennessy, Melissa J					0.032%	$377,034	Stock
Henning, Russell C					0.010%	$120,240	Stock
Henningson, Troy D					0.016%	$188,827	Stock
Henry, James R					0.027%	$319,722	Stock

ATTACHMENT A - AS OF 05/06/2015 HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)				*No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20			
Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Hentz, Lawrence H	[redacted]				0.135%	$1,578,333	Stock
Hentz, Vickie L					0.017%	$200,912	Stock
Herald, Edward J					0.066%	$774,078	Stock
Hereim, Scott A					0.041%	$477,066	Stock
Herman, Paul E					0.036%	$416,801	Stock
Hernandez, Roberto					0.011%	$126,910	Stock
Herrera, Neira Y					0.024%	$281,224	Stock
Herrin, James M					0.015%	$171,584	Stock
Herrington, Lewis R					0.026%	$309,082	Stock
Heyworth, Todd J					0.038%	$439,604	Stock
Hiatt, Steven L					0.016%	$185,114	Stock
Hickey, Douglas D					0.053%	$616,464	Stock
Hicks, Thomas S					0.187%	$2,181,101	Stock
Hiebert, Kimberly A					0.011%	$126,420	Stock
Higgason, Heidi N					0.038%	$438,041	Stock
Highland, Dianna S					0.043%	$504,603	Stock
Hilbert, John M					0.017%	$198,861	Stock
Hill, Angelia J					0.010%	$119,369	Stock
Hill, Steven R					0.058%	$673,251	Stock
Hino, Francis T					0.031%	$364,297	Stock
Hippe, Duane A					0.139%	$1,623,663	Stock
Hirose, J Dustin					0.018%	$213,545	Stock
Hise, Wallace					0.035%	$403,931	Stock
Hoang, Vinnie D					0.019%	$219,253	Stock
Hoberg, Julie A					0.017%	$192,988	Stock
Hobza, Lori A					0.058%	$679,029	Stock
Hoesing, Nicholas R					0.012%	$139,620	Stock
Hoferer, Cristine A					0.096%	$1,119,277	Stock
Hoff, Steven H					0.044%	$518,593	Stock
Hoffmann, Karen B					0.017%	$202,470	Stock
Hogan, Donn W					0.038%	$445,754	Stock
Hogan, Jill A					0.060%	$698,749	Stock
Hohmann, David P					0.021%	$241,213	Stock
Holbrook, Jon H					0.015%	$173,732	Stock
Holcomb, Donald R					0.075%	$879,823	Stock
Holden, Jeffery A					0.032%	$368,199	Stock
Holdren, Robert W					0.019%	$216,278	Stock
Holland, Jeremy L					0.033%	$384,036	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Hollins, Trevor S	[redacted]				0.012%	$138,407	Stock
Holly, Kendra S					0.095%	$1,107,970	Stock
Holmes, Gerald T					0.045%	$525,503	Stock
Hon, Joslynn A					0.033%	$381,879	Stock
Honan, David W					0.011%	$124,442	Stock
Hookham, Charles J					0.011%	$128,337	Stock
Hopkins, Paula F					0.035%	$402,948	Stock
Hoppy, Brian K					0.070%	$814,845	Stock
Horeis, Richard M					0.096%	$1,116,673	Stock
Horeis, Roland W					0.034%	$396,191	Stock
Horkan, Thomas E					0.021%	$242,283	Stock
Horner, William E					0.051%	$599,356	Stock
Horning, Philip S					0.011%	$131,082	Stock
Horton, Lenore H					0.012%	$140,763	Stock
Horton, Richard T					0.137%	$1,600,442	Stock
Houle, Larry J					0.020%	$235,810	Stock
Howell, Jennie X					0.017%	$199,104	Stock
Howell, Shawn A					0.015%	$170,590	Stock
Howie, Bruce J					0.032%	$370,605	Stock
Hradilek, Peter J					0.082%	$957,172	Stock
Huang, Jimin					0.012%	$142,991	Stock
Hubbell, James M					0.016%	$180,923	Stock
Huckabee, Adrian J					0.138%	$1,607,971	Stock
Hudak, Todd M					0.022%	$256,397	Stock
Huffman, Richard A					0.024%	$277,346	Stock
Huffmyer, Robert W					0.017%	$196,754	Stock
Hugaboom, Corrinna B					0.021%	$243,674	Stock
Hultberg, John C					0.039%	$456,636	Stock
Hume, Timothy D					0.017%	$203,816	Stock
Hummel, Douglas J					0.025%	$294,989	Stock
Humphries, Morgan J					0.010%	$119,611	Stock
Huneycutt, Gary R					0.069%	$808,946	Stock
Hunn, David M					0.022%	$253,141	Stock
Hunsicker, Mark D					0.034%	$394,357	Stock
Hunt, Dana R					0.026%	$297,867	Stock
Hunt, Jennifer E					0.019%	$225,174	Stock
Hunter, Craig J					0.054%	$628,732	Stock
Hunter, Nicole M					0.017%	$200,502	Stock

EXHIBIT "1"
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ATTACHMENT A - AS OF 05/06/2015 HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)				*No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20			
Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Hunter, Richard K	[redacted]				0.074%	$859,055	Stock
Hurd, William L					0.061%	$707,800	Stock
Hymas, Darren K					0.028%	$328,359	Stock
Hyre, John B					0.073%	$854,570	Stock
Icenhower, Wayne M					0.011%	$129,387	Stock
Igloria, Ronan V					0.016%	$188,615	Stock
Imhoff, Cory M					0.024%	$283,163	Stock
Ingels, James B					0.075%	$871,281	Stock
Ingram, Keith A					0.010%	$121,518	Stock
Ingrassia, Nicola					0.016%	$186,410	Stock
Isidro, Freddy A					0.030%	$353,481	Stock
Islam, Rashed T					0.032%	$367,834	Stock
Isleib, Richard R					0.012%	$142,741	Stock
Iszauk, Judith B					0.021%	$244,900	Stock
Ives, Denise M					0.053%	$623,483	Stock
Izzo, Joseph A					0.025%	$291,936	Stock
Izzo, Vincent J					0.013%	$157,151	Stock
Jablonski, Timothy A					0.010%	$115,488	Stock
Jackson, Douglas P					0.029%	$332,901	Stock
Jackson, Marilyn D					0.082%	$961,345	Stock
Jackson, Ronnie L					0.020%	$235,364	Stock
Jacobs, Michael C					0.017%	$198,528	Stock
Jagentenfl, Alan D					0.019%	$223,642	Stock
Jahnke, Janelle K					0.012%	$143,939	Stock
Jakubicki, Paul J					0.017%	$200,110	Stock
Jamison, Mark S					0.057%	$661,524	Stock
Janik, Robert S					0.014%	$162,746	Stock
Jansen, Larry D					0.037%	$427,123	Stock
Jasper, James F					0.010%	$115,015	Stock
Jasper, Vera J					0.014%	$162,509	Stock
Jaworski, Katherine L					0.102%	$1,186,742	Stock
Jelinek, Kevin R					0.016%	$181,600	Stock
Jenik, Warren F					0.057%	$667,188	Stock
Jenkins, Kathleen R					0.014%	$159,594	Stock
Jennings, Dennis C					0.021%	$246,795	Stock
Jensen, Brent W					0.064%	$747,028	Stock
Jensen, Brian J					0.015%	$171,171	Stock
Jensen, Steven P					0.014%	$158,640	Stock

EXHIBIT "1"
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ATTACHMENT A - AS OF 05/06/2015 HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)				*No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20			
Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Jessen, Julie K	[redacted]				0.013%	$149,322	Stock
Jeter, Jerry J					0.135%	$1,578,470	Stock
Jimenez, Sergio E					0.030%	$351,908	Stock
Johnson, Blake W					0.025%	$291,859	Stock
Johnson, Bradford Lee					0.035%	$409,766	Stock
Johnson, Bruce W					0.084%	$981,518	Stock
Johnson, Clark A					0.029%	$336,281	Stock
Johnson, Darrin M					0.014%	$165,712	Stock
Johnson, David C					0.049%	$569,695	Stock
Johnson, David P					0.011%	$125,032	Stock
Johnson, Eric A					0.038%	$448,657	Stock
Johnson, Eric A					0.011%	$125,170	Stock
Johnson, Erik B					0.026%	$305,078	Stock
Johnson, Jodie L					0.014%	$164,365	Stock
Johnson, Lawrence P					0.010%	$120,409	Stock
Johnson, Michael P					0.012%	$135,008	Stock
Johnson, Michael T					0.010%	$118,422	Stock
Johnson, Michael W					0.075%	$875,369	Stock
Johnson, Robert E					0.122%	$1,428,683	Stock
Johnston, Bruce M					0.010%	$118,088	Stock
Johnston, James W					0.033%	$384,839	Stock
Johnston, Samuel C					0.026%	$303,415	Stock
Jones, Bryan D					0.013%	$149,534	Stock
Jones, Craig A					0.010%	$119,706	Stock
Jones, Douglas B					0.068%	$797,719	Stock
Jones, Julian V					0.093%	$1,087,495	Stock
Jones, Marty A					0.022%	$256,790	Stock
Jones, Richard B					0.016%	$184,227	Stock
Jones, Scott A					0.012%	$143,784	Stock
Jordan, Andrew J					0.023%	$267,869	Stock
Jordan, Matthew J					0.014%	$164,253	Stock
Jorgensen, David F					0.020%	$230,968	Stock
Joyce, Kmichael					0.014%	$161,010	Stock
Joyce, Martin J					0.159%	$1,856,541	Stock
Junod, Edward C					0.028%	$330,487	Stock
Kaatz, Kelly J					0.155%	$1,804,831	Stock
Kading, Kelly W					0.019%	$219,284	Stock
Kadlec, Mark A					0.019%	$225,264	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Kaffenberger, John J	[redacted]				0.097%	$1,134,091	Stock
Kalis, Michael P					0.057%	$659,853	Stock
Kalisiak, Kip C					0.025%	$293,106	Stock
Kalkwarf, Jeff J					0.052%	$601,240	Stock
Kalvelage, John E					0.012%	$140,335	Stock
Kanith, Russell J					0.022%	$257,051	Stock
Kar, Ajaya K					0.012%	$140,164	Stock
Karlson, Melissa S					0.009%	$109,800	Stock
Karpinski, Stanley J					0.023%	$263,613	Stock
Karstens, Brandt R					0.038%	$437,847	Stock
Kasch, Michael S					0.015%	$179,217	Stock
Kasley, Edward F					0.035%	$403,689	Stock
Kawabata, Ayako					0.018%	$205,259	Stock
Kawamoto, Karissa M					0.011%	$125,402	Stock
Kawamoto, Pauline M					0.018%	$204,832	Stock
Keane, Kevin D					0.028%	$324,955	Stock
Keen, Eric L					0.381%	$4,441,204	Stock
Keiber, Stephen W					0.040%	$460,935	Stock
Keller, Bruce A					0.316%	$3,685,597	Stock
Keller, Kevin K					0.021%	$244,253	Stock
Keller, Larry D					0.013%	$156,705	Stock
Keller, Steven R					0.017%	$195,579	Stock
Kelley, Richard D					0.023%	$265,016	Stock
Kellner, Robert E					0.090%	$1,048,152	Stock
Kelly, Christina L					0.015%	$174,803	Stock
Kelly, Michael P					0.021%	$242,324	Stock
Kelly, Robert K					0.017%	$199,995	Stock
Kelly, Sharon R					0.056%	$648,023	Stock
Kempf, Gregory A					0.062%	$724,455	Stock
Keng, Titus T					0.018%	$213,653	Stock
Kennedy, Brenda J					0.015%	$178,732	Stock
Kennedy, Holly L					0.017%	$195,656	Stock
Kennedy, Kimberly N					0.014%	$167,509	Stock
Kennedy, Lawrence E					0.013%	$150,184	Stock
Kennedy, Ruth A					0.072%	$837,967	Stock
Kennison, Janet A					0.015%	$180,008	Stock
Kerans, Marilyn					0.027%	$313,175	Stock
Kerns, David H					0.016%	$184,892	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Kerns, Jason R	[redacted]				0.015%	$177,767	Stock
Kerr, Patricia L					0.037%	$428,571	Stock
Kessler, Adam S					0.026%	$302,743	Stock
Kessler, Kenneth R					0.010%	$119,531	Stock
Keyes, Steven A					0.110%	$1,286,850	Stock
Khalil, Hussein H					0.109%	$1,275,249	Stock
Khan, Anwar A					0.039%	$457,609	Stock
Khoury, Eli R					0.051%	$595,779	Stock
Kidd, Janine N					0.009%	$108,261	Stock
Kieckbusch, Mark D					0.100%	$1,169,568	Stock
Killian, Daniel G					0.016%	$185,397	Stock
Kim, Craig D					0.040%	$465,781	Stock
Kim, Hyemyoung					0.185%	$2,153,947	Stock
Kim, Jeyeong					0.013%	$147,287	Stock
Kim, Thomas T					0.084%	$981,754	Stock
Kinder, Richard C					0.030%	$350,018	Stock
King, Robert D					0.109%	$1,266,589	Stock
King, Stanley G					0.013%	$149,996	Stock
King, Thomas R					0.021%	$248,770	Stock
Kinnear, David J					0.072%	$834,165	Stock
Kinzel, Christopher S					0.020%	$234,753	Stock
Kirchner, Keith R					0.073%	$847,550	Stock
Kirkland, Rodney A					0.030%	$352,955	Stock
Kirkman, Robert G					0.046%	$532,744	Stock
Kirmeyer, Gregory J					0.177%	$2,068,240	Stock
Kisling, Joshim B					0.010%	$112,484	Stock
Kjenstad, Jason L					0.023%	$273,272	Stock
Klatt, Richard B					0.029%	$335,075	Stock
Klawitter, Robert H					0.013%	$149,315	Stock
Klawitter, Scott R					0.039%	$455,037	Stock
Klein, John H					0.010%	$116,349	Stock
Kleman, Gary P					0.027%	$310,605	Stock
Klerides, Demetrios A					0.063%	$732,240	Stock
Klobucar, Joseph M					0.019%	$224,364	Stock
Klovsky, Robert					0.032%	$375,976	Stock
Knoppe, Anthony F					0.011%	$132,233	Stock
Knosby, Mary P					0.020%	$233,335	Stock
Knott, Randy J					0.016%	$188,754	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Knudsen, Linda L	[redacted]				0.048%	$555,616	Stock
Kocak, Hakan					0.058%	$676,192	Stock
Koch, David A					0.058%	$673,001	Stock
Koch, John E					0.081%	$947,084	Stock
Koch, Timothy E					0.039%	$452,638	Stock
Kochaba, Thomas E					0.014%	$168,838	Stock
Kochersperger, Gregory M					0.019%	$226,381	Stock
Koenig, Christopher J					0.012%	$137,366	Stock
Koenig, Clifford G					0.019%	$223,726	Stock
Koenig, Jacob C					0.012%	$140,001	Stock
Koffer, Viola J					0.055%	$639,280	Stock
Koh, Nora C					0.032%	$374,334	Stock
Koher Ii, Michael M					0.022%	$257,313	Stock
Kohl, Anna J					0.010%	$118,098	Stock
Koll, Gregory S					0.019%	$221,823	Stock
Kollars, Brent J					0.060%	$701,803	Stock
Konda, Teresa C					0.025%	$286,136	Stock
Konsko, Michael J					0.034%	$390,989	Stock
Kontonickas, Theodore H					0.033%	$384,745	Stock
Konwinski, Roger P					0.025%	$289,593	Stock
Koorn, Shawn W					0.013%	$156,125	Stock
Koreny, John S					0.037%	$428,868	Stock
Korpi, David W					0.011%	$122,639	Stock
Korpus, Marc J					0.019%	$220,245	Stock
Kotan, Richard M					0.025%	$288,834	Stock
Kottwitz, Daryl A					0.278%	$3,241,380	Stock
Kowalchuk, Brian					0.048%	$560,535	Stock
Kramer, David C					0.144%	$1,674,233	Stock
Kramer, Tara L					0.039%	$454,556	Stock
Kravitz, Barry S					0.137%	$1,594,120	Stock
Kreikemeier, Douglas S					0.018%	$212,103	Stock
Kreitzer, Aaron M					0.016%	$188,593	Stock
Krieber, Michael G					0.022%	$252,256	Stock
Krieger, Ruth L					0.017%	$201,048	Stock
Kriete, Kevin C					0.031%	$366,595	Stock
Krivanec, Christopher E					0.020%	$232,634	Stock
Krolak, Brian P					0.019%	$226,160	Stock
Kruchowy, Nadia R					0.062%	$724,371	Stock

ATTACHMENT A - AS OF 05/06/2015 HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)				*No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20			
Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Kruger, Bradley A	[redacted]				0.086%	$1,004,853	Stock
Krumm, Eric P					0.009%	$109,393	Stock
Kruszczak, Dariusz J					0.104%	$1,207,878	Stock
Krzeminski, James M					0.025%	$295,151	Stock
Kudrna, Thomas J					0.066%	$770,762	Stock
Kudron, Bonnie J					0.037%	$428,870	Stock
Kuehne, Oliver					0.020%	$231,478	Stock
Kuhn, Matthew W					0.019%	$226,973	Stock
Kuhns, Shawn M					0.021%	$241,130	Stock
Kuhse, Michael R					0.125%	$1,461,466	Stock
Kukanego, Inna					0.012%	$134,502	Stock
Kumm, Randall E					0.108%	$1,258,825	Stock
Kwan, Pierre K					0.051%	$596,924	Stock
Kwok, Steve					0.016%	$185,627	Stock
Kyander, Greg A					0.020%	$234,510	Stock
Kyle, Lawrence A					0.092%	$1,078,095	Stock
Labenzhough, Jeffery A					0.148%	$1,729,971	Stock
Labrador, Jose R					0.071%	$831,085	Stock
Laccinole, Matthew B					0.019%	$227,227	Stock
Lackey, Kerry E					0.010%	$119,187	Stock
Ladd, James R					0.212%	$2,475,809	Stock
Lafata, Catherine P					0.016%	$187,332	Stock
Lafronz, Nicholas J					0.017%	$198,337	Stock
Lahee, Samantha S					0.014%	$158,485	Stock
Lahood, Steve E					0.073%	$847,837	Stock
Lai, Huey C					0.011%	$123,594	Stock
Lally, Jill J					0.018%	$209,766	Stock
Lam, Michael K M					0.013%	$152,165	Stock
Lamb, Warren F					0.020%	$239,000	Stock
Lambert, Michael E					0.012%	$143,138	Stock
Lampe, Nick J					0.029%	$339,804	Stock
Lance, Robert M					0.013%	$147,886	Stock
Land, Larry F					0.099%	$1,150,571	Stock
Lang, Timothy E					0.063%	$734,030	Stock
Lang, Todd A					0.011%	$123,205	Stock
Langley, Bryce A					0.033%	$379,337	Stock
Langlois, James R					0.027%	$311,576	Stock
Largent, Bruce D					0.018%	$212,474	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Largent, Lucinda J	[redacted]				0.011%	$131,091	Stock
Larka, Jeffrey C					0.016%	$189,251	Stock
Larsen, Bruce R					0.242%	$2,824,476	Stock
Larson, Jay R					0.034%	$391,356	Stock
Larson, Shawna S					0.028%	$330,648	Stock
Lasaitis, David A					0.025%	$295,549	Stock
Latuso, Christopher					0.087%	$1,016,395	Stock
Lau, Tony C G					0.038%	$440,505	Stock
Lauderdale, Chance V					0.010%	$119,167	Stock
Laughlin, Noel					0.017%	$195,728	Stock
Laughlin, Rick E					0.015%	$179,796	Stock
Lauzier, Andre E					0.025%	$294,125	Stock
Lavrinovich, William W					0.017%	$197,411	Stock
Lawyer, Michael L					0.114%	$1,328,168	Stock
Lazzara, John C					0.061%	$706,578	Stock
Leahey, Robert E					0.045%	$523,185	Stock
Lecureux, David F					0.076%	$884,817	Stock
Lee, David S					0.015%	$171,932	Stock
Lee, Frederick					0.020%	$228,194	Stock
Lees, Kim D					0.149%	$1,738,212	Stock
Leggett, Bonnie L					0.020%	$231,827	Stock
Leggett-Billman, Anne S					0.069%	$807,229	Stock
Lehmann, Frenny L					0.015%	$170,978	Stock
Lehtinen, Michael D					0.012%	$140,275	Stock
Leibnitz, David P					0.045%	$520,447	Stock
Lem, Joyce M					0.026%	$304,037	Stock
Lemasney, Courtney M					0.021%	$250,390	Stock
Lempke, David F					0.018%	$211,902	Stock
Leng, Junfeng					0.071%	$826,551	Stock
Lenning, Craig R					0.104%	$1,212,906	Stock
Lenz, Barry H					0.073%	$856,842	Stock
Lenz, Jeffrey H					0.041%	$474,146	Stock
Leo, William M					0.068%	$791,495	Stock
Leonard, Kevin J					0.043%	$504,045	Stock
Leonard, Tim J					0.012%	$142,306	Stock
Leshko, Brian J					0.033%	$389,087	Stock
Lewis, Harold E					0.077%	$899,425	Stock
Li, Ming J					0.210%	$2,449,227	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Li, Patrick T	[redacted]				0.074%	$867,169	Stock
Li, Yuying					0.019%	$216,198	Stock
Libby, Mark A					0.014%	$165,896	Stock
Liebentritt, Rebecca J					0.010%	$115,603	Stock
Liebsch, Edward J					0.055%	$646,711	Stock
Lienemann, Ryan L					0.021%	$240,115	Stock
Liepe, Bruce D					0.011%	$123,522	Stock
Liew, Roland Y					0.031%	$366,657	Stock
Lim, Kau T					0.022%	$253,043	Stock
Lim, Kuang Y					0.056%	$654,719	Stock
Lind, Clarence E					0.182%	$2,127,603	Stock
Lindall, Jodi M					0.019%	$226,623	Stock
Lindley, Mischele D					0.009%	$109,312	Stock
Lindner, Bonnie J					0.023%	$268,483	Stock
Lindner, John H					0.037%	$431,462	Stock
Lindsey, Karen R					0.009%	$108,547	Stock
Link, Juana G					0.012%	$142,797	Stock
Lionberger, Megan A					0.013%	$151,601	Stock
Lipp, Jeffrey A					0.020%	$234,617	Stock
Lisak, Douglas E					0.097%	$1,130,316	Stock
Lisec, Angela M					0.017%	$201,580	Stock
Littell, Terry D					0.013%	$151,949	Stock
Little, George A					0.784%	$9,140,927	Stock
Little, Jane E					0.021%	$242,777	Stock
Llewellyn, Ricky L					0.185%	$2,159,907	Stock
Lloyd, Kevin J					0.018%	$206,399	Stock
Lobuono, Joseph					0.031%	$357,743	Stock
Lockhart, Darin L					0.020%	$229,905	Stock
Lohman, Michael J					0.031%	$358,500	Stock
Long, Donald K					0.011%	$130,667	Stock
Long, Stephen N					0.044%	$515,911	Stock
Longosz, Robert Joseph					0.028%	$325,996	Stock
Loo, Michael V					0.048%	$564,323	Stock
Lopezpaniagua, Juan C					0.056%	$652,689	Stock
Lorek, Steven P					0.034%	$391,673	Stock
Louie, Julia A					0.019%	$220,397	Stock
Louthain, Jerome L					0.026%	$297,529	Stock
Lovel, Richard C					0.016%	$186,801	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Low, Larry D	[redacted]				0.457%	$5,334,256	Stock
Lowe, Scott A					0.019%	$217,360	Stock
Lowrey, Kenneth J					0.027%	$314,915	Stock
Lozano, Alicia L					0.010%	$111,679	Stock
Lucas, James I					0.010%	$115,070	Stock
Ludwin, David A					0.015%	$171,909	Stock
Lumry, Stephen E					0.040%	$462,008	Stock
Lund, Gary E					0.016%	$191,969	Stock
Lust, Karl E					0.027%	$311,472	Stock
Luttrell, Edwin C					0.047%	$543,772	Stock
Lutz, Daniel L					0.015%	$178,443	Stock
Lutz, David D					0.044%	$514,070	Stock
Lykens, Kenneth E					0.025%	$286,844	Stock
Lynch, William J					0.030%	$355,481	Stock
Lyon, James D					0.031%	$363,959	Stock
Maccaferri, Randy					0.012%	$144,064	Stock
Mack, Johnnie A					0.021%	$241,823	Stock
Mack, Jordi					0.025%	$295,810	Stock
Mackadams, Judith A					0.017%	$202,972	Stock
Macneil, Michael S					0.034%	$391,896	Stock
Madigan, Lisa M					0.011%	$126,312	Stock
Madson, Richard D					0.024%	$275,976	Stock
Magill, Steve W					0.070%	$820,948	Stock
Magnussen, Svein K					0.015%	$171,777	Stock
Maguire, Molly M					0.097%	$1,134,063	Stock
Mah, Moshik S					0.011%	$126,151	Stock
Mahal, Vijayakumar S					0.059%	$689,821	Stock
Maher, Terence P					0.017%	$201,621	Stock
Majeski, Martin S					0.012%	$140,103	Stock
Mak, Paul T					0.078%	$914,575	Stock
Malachin, Wayne T					0.033%	$386,544	Stock
Maldonado, Jose D					0.013%	$148,663	Stock
Malkin, Devin R					0.019%	$216,768	Stock
Mallavaram, Sumant					0.010%	$115,704	Stock
Malmberg, Chris M					0.010%	$115,001	Stock
Maloney, Brendan T					0.013%	$146,185	Stock
Mamayek, Joseph J					0.019%	$221,071	Stock
Mancillaalarcon, Cristhian A					0.009%	$106,745	Stock

ATTACHMENT A - AS OF 05/06/2015

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***No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20**

Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Mangaccat, Erric A	[redacted]				0.011%	$122,639	Stock
Manhart, William J					0.112%	$1,310,281	Stock
Maniscalco, John A					0.012%	$143,193	Stock
Mann, Jonathon A					0.010%	$115,660	Stock
Manoleff, Mark D					0.041%	$480,452	Stock
Mansager, Gary R					0.044%	$515,692	Stock
Manso, Javier					0.011%	$127,459	Stock
Marcum, Samuel J					0.010%	$117,863	Stock
Mariani, Joyce M					0.062%	$724,125	Stock
Marilley, Jill M					0.013%	$150,149	Stock
Mark, Bernard					0.013%	$146,838	Stock
Marks, Steven A					0.013%	$156,731	Stock
Marler, John A					0.021%	$247,344	Stock
Marroquin, Shirley H					0.012%	$144,799	Stock
Martin, Anna T					0.013%	$155,944	Stock
Martin, John M					0.045%	$521,375	Stock
Martin, Robert B					0.052%	$607,219	Stock
Martin, Stephen A					0.056%	$651,965	Stock
Martinez, Gregory J					0.019%	$218,978	Stock
Martirano, Jeffrey C					0.012%	$137,439	Stock
Mascle, Tod					0.011%	$130,990	Stock
Mason, Phillip J					0.027%	$317,934	Stock
Mason, Ronald C					0.017%	$199,550	Stock
Massengale, Darrell K					0.023%	$262,900	Stock
Massengill, Jeff B					0.078%	$910,823	Stock
Mastrogiacomo, Giovanni					0.034%	$398,554	Stock
Mateega, Robert E					0.010%	$115,401	Stock
Matya, Robert A					0.025%	$290,696	Stock
Maxwell, John M					0.288%	$3,356,511	Stock
May, James Y					0.030%	$351,577	Stock
Mayer, Mona R					0.017%	$195,770	Stock
Mayer, Robert L					0.090%	$1,045,553	Stock
Mazgaj, Jan P					0.215%	$2,512,593	Stock
Mazurkiewitz, William P					0.013%	$154,986	Stock
Mcarthur, Terry L					0.024%	$284,319	Stock
McBreen, Arthur F					0.013%	$154,461	Stock
McBride, Michael J					0.029%	$338,260	Stock
McCabe, Holly L					0.017%	$203,296	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
McCammon, Donald L	[redacted]				0.091%	$1,060,888	Stock
McCann, Mary T					0.017%	$202,422	Stock
McCauley, Shannon B					0.049%	$570,172	Stock
McClintock, Peggy J					0.056%	$653,972	Stock
McCollum, Richard W					0.056%	$655,540	Stock
McConnell, Edward C					0.029%	$339,384	Stock
McConnell, James					0.035%	$406,545	Stock
McConville, Matthew T					0.012%	$145,002	Stock
McCoy, Barbara Jean					0.029%	$340,750	Stock
McCracken, Debra L					0.014%	$167,869	Stock
McCullough, Cynthia S					0.090%	$1,055,248	Stock
McCullough, Vicki L					0.036%	$418,610	Stock
McCune, Adam M					0.014%	$168,814	Stock
McCune, Thomas M					0.083%	$973,407	Stock
McDermott, Chad C					0.025%	$289,765	Stock
McDermott, Phil C					0.059%	$690,242	Stock
McDonald, Christopher					0.011%	$128,091	Stock
McGaffin, Nicholas P					0.013%	$156,058	Stock
McGarity, William D					0.017%	$194,059	Stock
McGee, Cheryl D					0.043%	$497,865	Stock
McGeesmer, Marla J					0.033%	$385,317	Stock
McGinn, Michael K					0.034%	$400,937	Stock
McGlashan, Michael J					0.051%	$593,442	Stock
McGoldrick, David L					0.017%	$195,109	Stock
McGowan, Kenneth L					0.036%	$414,805	Stock
McGowan, Michael J					0.055%	$639,546	Stock
McGrath, Daniel E					0.058%	$677,816	Stock
McGroddy, Peter M					0.060%	$702,192	Stock
McIlveene, Kristal D					0.015%	$176,585	Stock
McInnis, Amanda B					0.024%	$275,277	Stock
McInnis, Deanne					0.015%	$176,312	Stock
McInturff, John M					0.086%	$1,005,184	Stock
McKelvie, Stephen A					0.017%	$194,192	Stock
McKenna, Robert A					0.025%	$290,793	Stock
McKenna, Shelley P					0.011%	$128,940	Stock
McKernan, Mary C					0.035%	$402,843	Stock
McKinley, Theresa A					0.009%	$107,241	Stock
McLaren, Mark					0.047%	$546,226	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
McLarnon, Paul J	[redacted]				0.013%	$147,997	Stock
McLaughlin, Thomas C					0.035%	$408,998	Stock
McLavey, Martin D					0.011%	$123,001	Stock
McLean, Sandra D					0.021%	$248,447	Stock
McLellan, Thomas N					0.021%	$241,122	Stock
McMahon, Michael E					0.031%	$361,967	Stock
McMillan, Erin L					0.011%	$124,320	Stock
McMillan, Michael Scott					0.050%	$579,140	Stock
McNaught, Russell S					0.041%	$483,111	Stock
McNeirney, Patrick S					0.019%	$224,092	Stock
M'Coy, William S					0.063%	$730,836	Stock
McParland, Terra L					0.014%	$159,611	Stock
McPherson, John L					0.052%	$611,631	Stock
McPherson, Negil L					0.026%	$305,311	Stock
McQueen, Lance R					0.010%	$112,380	Stock
McWaters, Kent L					0.123%	$1,431,174	Stock
Meacham, Stacy A					0.012%	$135,547	Stock
Mead, Eric A					0.041%	$475,344	Stock
Meaders, Mark W					0.014%	$168,709	Stock
Meder, Dennis R					0.014%	$158,499	Stock
Meder, Shannon R					0.014%	$162,718	Stock
Meehan, Paul A					0.041%	$473,956	Stock
Meier, David A					0.206%	$2,400,239	Stock
Meier, Mark C					0.031%	$356,442	Stock
Meilleur, Aaron M					0.034%	$400,476	Stock
Meister, Diane L					0.064%	$742,875	Stock
Melito, Michele R					0.011%	$128,097	Stock
Melvin, Charles T					0.022%	$260,737	Stock
Meroney, Michael P					0.033%	$385,400	Stock
Merrell, Jeratt A					0.017%	$198,646	Stock
Merryfield, Mariadelcarmen					0.028%	$328,728	Stock
Mertes, Peter L					0.018%	$206,676	Stock
Mertz, John C					0.013%	$156,873	Stock
Messenkopf, Charles E					0.031%	$366,552	Stock
Metcalf, Joshua S					0.016%	$181,618	Stock
Meub, Eric A					0.010%	$118,446	Stock
Meyer, Dwayne R					0.023%	$263,848	Stock
Meyer, Kelly R					0.013%	$150,225	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Meyer, Russell D	[redacted]				0.015%	$177,884	Stock
Meysenburg, Galen J					0.076%	$885,165	Stock
Mezmur, Solomon					0.012%	$144,549	Stock
Michnovez, Eric J					0.018%	$205,286	Stock
Mieher, John C					0.016%	$182,113	Stock
Migliorini, Maureen C					0.017%	$196,507	Stock
Miguez, Ramon F					0.032%	$369,928	Stock
Migus, Jacek					0.040%	$465,329	Stock
Mihm, Mark S					0.066%	$773,621	Stock
Mikagi, Kaori					0.010%	$111,751	Stock
Mikottis, Steven J					0.010%	$117,868	Stock
Miles, Jeremy C					0.009%	$109,600	Stock
Miller, Andrew N					0.010%	$113,864	Stock
Miller, Brenda R					0.026%	$305,057	Stock
Miller, James M					0.018%	$214,800	Stock
Miller, Marc A					0.014%	$168,417	Stock
Miller, Richard R					0.053%	$614,894	Stock
Miller, Sheri E					0.023%	$271,782	Stock
Miller, Susan M					0.009%	$107,307	Stock
Miller, Vickie M					0.011%	$133,327	Stock
Miller, Zelma Z					0.018%	$213,073	Stock
Milliken, Andrew C					0.010%	$111,687	Stock
Mills, Richard S					0.012%	$145,040	Stock
Ming, John M					0.013%	$155,091	Stock
Mishra, Subhendu K					0.011%	$124,221	Stock
Mitas, Daniel W					0.014%	$166,849	Stock
Mitchell, Gregg S					0.024%	$277,806	Stock
Mitchell, Jeffrey J					0.019%	$218,569	Stock
Mo, Michael S					0.087%	$1,010,188	Stock
Modi, Vijay R					0.108%	$1,263,274	Stock
Moe, Don					0.069%	$800,120	Stock
Moedl, Colter M					0.010%	$119,644	Stock
Molzan, Darrell J					0.011%	$130,078	Stock
Mondragon, Flora A					0.011%	$126,664	Stock
Montague, Terry G					0.016%	$189,556	Stock
Montes, Mario A					0.031%	$363,900	Stock
Moody Iii, Calvin Wilton					0.015%	$170,997	Stock
Moody, Kevin D					0.017%	$197,374	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Moody, Roger W	[redacted]				0.076%	$887,883	Stock
Moore, Alan A					0.037%	$430,347	Stock
Moore, David B					0.047%	$548,209	Stock
Moore, Kerry A					0.039%	$450,676	Stock
Moran, Michael J					0.137%	$1,599,586	Stock
Moran, Wendy J					0.026%	$302,818	Stock
Morgan, Teri J					0.016%	$184,810	Stock
Morreale, Thomas A					0.048%	$560,440	Stock
Morris, Louis P					0.113%	$1,314,714	Stock
Morrison, James P					0.063%	$730,449	Stock
Morrissey, Orion M					0.034%	$400,290	Stock
Morson, Barbara J					0.015%	$176,510	Stock
Morton, John H					0.120%	$1,401,619	Stock
Moses, Robert S					0.023%	$266,939	Stock
Mosteller, Lewis K					0.057%	$667,793	Stock
Mosteller, Stefanie A					0.011%	$131,963	Stock
Mott, Trice W					0.010%	$119,711	Stock
Mottlow, Scott J					0.036%	$419,410	Stock
Moyano, David					0.032%	$374,645	Stock
Mozurak, Maryjo					0.016%	$181,504	Stock
Muchard, Scott M					0.019%	$218,692	Stock
Muddlemonds, Paula J					0.018%	$208,118	Stock
Mueller, Michael J					0.037%	$432,831	Stock
Mueller, Paula A					0.021%	$250,249	Stock
Mueller, Werner G					0.047%	$548,208	Stock
Muellerleile, Dale T					0.072%	$841,574	Stock
Muench, Brian P					0.025%	$295,740	Stock
Mulligan, James Henry					0.012%	$137,238	Stock
Murdoch, Joseph D					0.341%	$3,979,429	Stock
Murphy, Jere D					0.014%	$158,217	Stock
Murphy, Michael M					0.038%	$442,320	Stock
Murphy, Sean P					0.010%	$115,182	Stock
Murray, Cheryl M					0.016%	$183,476	Stock
Murray, Michael A					0.014%	$161,878	Stock
Murray, Michael R					0.026%	$307,275	Stock
Murtagh, Carol					0.019%	$226,441	Stock
Murtaugh, Patricia A					0.010%	$121,927	Stock
Musso, Michael P					0.015%	$178,377	Stock

ATTACHMENT A - AS OF 05/06/2015 HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)				*No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20			
Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Mutchler, Jodie M	[redacted]				0.069%	$807,752	Stock
Myers, David G					0.020%	$229,346	Stock
Myers, Joel S					0.017%	$199,208	Stock
Nagel, Roger W					0.020%	$227,637	Stock
Nagy, Yvonne M					0.010%	$120,393	Stock
Namanny, Juanita R					0.014%	$162,285	Stock
Nanfito, Joseph M					0.010%	$113,362	Stock
Nansel, Patricia R					0.103%	$1,196,770	Stock
Napp, Kenneth F					0.026%	$305,754	Stock
Narburgh, Chad R					0.012%	$140,155	Stock
Nauman, Jason C					0.028%	$327,893	Stock
Naven, Jerry L					0.130%	$1,513,813	Stock
Nazare, Dave					0.014%	$168,225	Stock
Neely, Pamela M					0.009%	$107,925	Stock
Neesen, Nicole M					0.011%	$127,100	Stock
Neethling, Johannes B					0.115%	$1,335,947	Stock
Neil, Jason E					0.049%	$576,122	Stock
Nelson, Aleksander T					0.041%	$477,323	Stock
Nelson, John D					0.026%	$307,068	Stock
Nelson, John R					0.009%	$107,856	Stock
Nelson, Kristi K					0.011%	$132,142	Stock
Nelson, Robin L					0.028%	$322,828	Stock
Nelson, Wendel P					0.023%	$263,836	Stock
Nesman, Daniel A					0.009%	$107,139	Stock
Ness, Randall I					0.035%	$407,845	Stock
Nething, Nancy					0.010%	$112,651	Stock
Netley, Richard F					0.063%	$732,461	Stock
Neuenschwander, Shari M					0.018%	$210,777	Stock
Neuhaus, Diane R					0.017%	$192,501	Stock
Neve, Lisa M					0.031%	$364,905	Stock
Newell, Trisha A					0.052%	$602,931	Stock
Newell, William A					0.011%	$131,373	Stock
Newman, Matthew R					0.010%	$113,289	Stock
Nguyen, Anhloan C					0.017%	$198,087	Stock
Nguyen, Dac M					0.015%	$175,511	Stock
Nguyen, Liem A					0.028%	$327,122	Stock
Nguyen, Susan					0.023%	$267,335	Stock
Nguyen, Truong N					0.032%	$377,232	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Nguyen, Tuyen D	[redacted]				0.017%	$198,732	Stock
Nichols, Adam M					0.009%	$109,444	Stock
Nidam, Susan R					0.020%	$230,969	Stock
Niedbala, Thomas F					0.023%	$269,182	Stock
Niedergeses, Richard M					0.034%	$399,042	Stock
Niehaus, Randall S					0.064%	$749,694	Stock
Nielsen, Bryan S					0.049%	$569,867	Stock
Niero, Stephen J					0.011%	$125,316	Stock
Niesen, John P					0.015%	$169,210	Stock
Nissen, Jeanne M					0.062%	$718,505	Stock
North, Michael W					0.043%	$496,283	Stock
Nowak, James F					0.100%	$1,164,763	Stock
Nyberg, Christian H					0.026%	$299,659	Stock
Nyman, Stephen					0.010%	$117,340	Stock
Oakley, Michael L					0.014%	$162,659	Stock
Oblenis, Ronald D					0.033%	$380,981	Stock
Oconnell, Brian K					0.018%	$204,740	Stock
Ogrady, Hugh M					0.020%	$236,820	Stock
Ogrady, Mark J					0.037%	$432,699	Stock
Ohlsen, Ronald G					0.077%	$899,955	Stock
Okamura, Eric R					0.033%	$390,431	Stock
Okane, Michaela A					0.025%	$289,316	Stock
Olds, Dusten L					0.026%	$305,063	Stock
Oleson, Alan G					0.072%	$843,240	Stock
Olsen, Gregory A					0.087%	$1,017,505	Stock
Olsen, Kent A					0.012%	$141,888	Stock
Olsen, Tracy E					0.014%	$159,310	Stock
Olson, Craig A					0.090%	$1,046,109	Stock
Olson, Craig R					0.069%	$802,120	Stock
Olson, Dallas L					0.012%	$144,933	Stock
Olson, Eric J					0.010%	$118,122	Stock
Olson, Jason J					0.017%	$195,453	Stock
Omae, Amy Lynne					0.009%	$108,663	Stock
Oneill, Charles B					0.012%	$138,056	Stock
Oneill, Patrick W D					0.029%	$341,211	Stock
Onnen, Thomas A					0.093%	$1,082,312	Stock
Ooi, Hueyyann					0.018%	$210,450	Stock
Oppenheim, Stuart W					0.013%	$155,979	Stock

ATTACHMENT A - AS OF 05/06/2015

HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Oreilly, Charles L	[redacted]				0.124%	$1,448,313	Stock
Osborn, Craig G					0.083%	$972,335	Stock
Osburn, Randall C					0.030%	$348,288	Stock
Osterloo, Timothy D					0.013%	$154,276	Stock
Oversen, Diane M					0.017%	$203,889	Stock
Owings, Don B					0.017%	$203,393	Stock
Ozuna, Kenneth L					0.009%	$109,034	Stock
Pachman, Louis J					0.377%	$4,401,311	Stock
Page, Adam C					0.014%	$162,890	Stock
Page, Jody W					0.038%	$442,237	Stock
Palacios, Carlos M					0.042%	$493,681	Stock
Palazzetti, Matthew G					0.026%	$303,725	Stock
Palilla, Marco J					0.016%	$187,994	Stock
Pallari, Kimberly L					0.016%	$186,188	Stock
Palmatier, Alexander M					0.026%	$308,170	Stock
Palmieri, William J					0.020%	$230,004	Stock
Pannell, Richard R					0.017%	$202,817	Stock
Panzarino, Stephen J					0.028%	$327,281	Stock
Paquin, Paul R					0.026%	$300,092	Stock
Paradis, Ryan R					0.084%	$984,555	Stock
Park, Jin S					0.022%	$253,951	Stock
Parker, Cristopher L					0.019%	$225,269	Stock
Parkins, Geoffrey T					0.013%	$150,123	Stock
Parrish, John B					0.013%	$146,646	Stock
Parsons, Michael J					0.019%	$220,516	Stock
Parvis, Patricia A					0.012%	$137,338	Stock
Patel, Amita N					0.011%	$129,187	Stock
Patil, Prakash U					0.010%	$118,232	Stock
Patnode, Dennis P					0.011%	$133,018	Stock
Patrick, Benedict P					0.009%	$107,617	Stock
Patrick, Dennis L					0.052%	$610,849	Stock
Patry, Jeffrey J					0.020%	$230,123	Stock
Paty, Laura E					0.010%	$114,269	Stock
Pauba, Jeffrey S					0.050%	$583,716	Stock
Paul, Jack					0.022%	$261,065	Stock
Pauls, Lawrence K					0.016%	$183,891	Stock
Pavlick, Mark J					0.080%	$933,338	Stock
Pavlik, Elizabeth A					0.063%	$729,584	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Pavlik, James P	[redacted]				0.081%	$943,510	Stock
Peakes, Stephen P					0.009%	$108,644	Stock
Pearce, Samuel W					0.044%	$509,623	Stock
Pecha, Dan L					0.124%	$1,443,050	Stock
Pechnick, Patrick J					0.031%	$362,286	Stock
Peik, Steven C					0.011%	$125,197	Stock
Pellegrin, Marielaure					0.026%	$303,853	Stock
Peluso, Steven G					0.014%	$159,123	Stock
Pembroke, James P					0.081%	$943,106	Stock
Penet, Bruno					0.021%	$247,023	Stock
Penner, David F					0.071%	$824,739	Stock
Perdomo, Reynaldo					0.025%	$289,490	Stock
Perez, Arturo S					0.010%	$116,609	Stock
Perez, Juanpablo N					0.020%	$231,250	Stock
Perigault, Juan G					0.013%	$148,291	Stock
Perkins, Mathew R					0.021%	$242,796	Stock
Perkins, Michael D					0.012%	$144,014	Stock
Perkins, Robert B					0.011%	$130,833	Stock
Perkins, Ronald R					0.021%	$246,006	Stock
Perrault, Stephen L					0.016%	$181,425	Stock
Perry, Byron G					0.031%	$366,151	Stock
Perry, James P					0.015%	$174,842	Stock
Perusich, Frank E					0.046%	$534,080	Stock
Peterman, Lance G					0.033%	$381,114	Stock
Peters, David A					0.102%	$1,186,461	Stock
Peters, Gary D					0.015%	$175,521	Stock
Peterson, Anne M					0.048%	$556,191	Stock
Peterson, Barry L					0.015%	$177,142	Stock
Peterson, Dale G					0.016%	$191,054	Stock
Peterson, James C					0.120%	$1,401,237	Stock
Peterson, John R					0.011%	$128,658	Stock
Peterson, Paul W					0.038%	$446,041	Stock
Petrucci, William C					0.031%	$365,423	Stock
Petty, Amy E					0.015%	$179,865	Stock
Pfaffenberger, Philip A					0.014%	$160,311	Stock
Pfister, Kama L					0.027%	$309,949	Stock
Piedrahita, Lorena L					0.011%	$132,360	Stock
Pieper, Margaret E					0.011%	$129,690	Stock

EXHIBIT "1"
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ATTACHMENT A - AS OF 05/06/2015 HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)				*No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20			
Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Pierce, Pamela S	[redacted]				0.053%	$615,654	Stock
Pierce, Priscilla J					0.018%	$206,631	Stock
Pierson, Gregory L					0.011%	$131,525	Stock
Pietz, Kenny J					0.045%	$525,659	Stock
Pilgrim, Richard D					0.026%	$306,919	Stock
Pillard, Matthew E					0.045%	$524,639	Stock
Pille, Barbara L					0.027%	$309,656	Stock
Pimomo, Renpi M					0.010%	$115,332	Stock
Piner, Angela G L					0.015%	$171,741	Stock
Placilla, Melford J					0.024%	$282,533	Stock
Planck, Samuel M					0.037%	$430,803	Stock
Plattsmier, John R					0.087%	$1,015,839	Stock
Ploen, Shawn M					0.018%	$205,734	Stock
Plummer, Michael D					0.027%	$314,342	Stock
Podeszwa, Lisa M					0.011%	$133,531	Stock
Poepsel, Patrick H					0.082%	$951,701	Stock
Pollock, Randle R					0.053%	$615,430	Stock
Poole, Andrea E					0.011%	$125,757	Stock
Porco, Lori A					0.020%	$236,669	Stock
Porfido, Emil L					0.026%	$301,083	Stock
Porter, Benjamin T					0.017%	$203,199	Stock
Posthumus, David J					0.051%	$597,753	Stock
Poteet, Mark S					0.011%	$127,387	Stock
Potocnik, Heidi M					0.013%	$156,064	Stock
Potthoff, Edward L					0.017%	$196,614	Stock
Power, Edward H					0.111%	$1,296,376	Stock
Powers Ii, Terrance L					0.033%	$380,243	Stock
Powers, Jeanette M					0.010%	$121,246	Stock
Pozos, Nicole L C					0.030%	$345,393	Stock
Prasad, Chandra K					0.032%	$374,138	Stock
Preston, Robert L					0.025%	$291,529	Stock
Prewitt, Kim D					0.012%	$138,916	Stock
Price, Kristina M					0.033%	$379,703	Stock
Principe, Michael A					0.020%	$228,340	Stock
Prior, Marlus K					0.088%	$1,029,787	Stock
Prossick, James F					0.018%	$206,227	Stock
Protin, Herbert F					0.018%	$205,655	Stock
Provance, J S					0.017%	$200,043	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Prugh, Scott Allan	[redacted]				0.014%	$167,055	Stock
Pucci, Michael W					0.098%	$1,148,989	Stock
Pullukat, Thomas S					0.041%	$475,926	Stock
Pursley, Jeffrey L					0.039%	$452,729	Stock
Putnam, Mary S					0.026%	$303,690	Stock
Puzio, Joseph F					0.160%	$1,871,155	Stock
Pyle, Stephen G					0.010%	$118,615	Stock
Quail, Steven J					0.012%	$145,464	Stock
Queary, Todd D					0.025%	$293,439	Stock
Queen, William C					0.030%	$347,995	Stock
Quernemoen, Keith M					0.029%	$340,808	Stock
Quinn, Michael P					0.022%	$253,180	Stock
Quinn, Thomas A					0.090%	$1,049,580	Stock
Quintero, John R					0.040%	$463,623	Stock
Raetz, Gregory J					0.021%	$239,295	Stock
Ragan, Melissa					0.010%	$118,279	Stock
Raibley, Timothy J					0.077%	$901,605	Stock
Raila, Susan					0.026%	$307,256	Stock
Raksin, Leonid M					0.052%	$610,265	Stock
Raleigh, John C					0.021%	$240,533	Stock
Rand, Christopher E					0.040%	$472,217	Stock
Raposa, Dorothy G					0.175%	$2,042,090	Stock
Rasmussen, Aaron E					0.012%	$138,304	Stock
Rasmussen, Stephanie E					0.011%	$125,763	Stock
Ratcliffe, Stephen					0.032%	$367,727	Stock
Raven, Gina R					0.011%	$125,460	Stock
Ray, Brian G					0.009%	$108,716	Stock
Rayshell, Jenifer A					0.012%	$144,069	Stock
Readling, Joseph C					0.201%	$2,346,506	Stock
Ream, Anthony P					0.019%	$219,282	Stock
Reardon, David J					0.154%	$1,793,333	Stock
Rearick, Therese A					0.035%	$410,179	Stock
Rector, Christopher J					0.020%	$230,441	Stock
Redemske, David R					0.030%	$348,641	Stock
Redington, Matthew K					0.020%	$235,713	Stock
Reece, Lisa M					0.055%	$644,525	Stock
Reed, Charles V					0.010%	$113,779	Stock
Reed, Denise A					0.026%	$301,979	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Reed, Grady F	[redacted]				0.023%	$263,575	Stock
Reed, Scott M					0.020%	$234,100	Stock
Reed, Simmon					0.012%	$140,689	Stock
Reeves, Thomas L					0.013%	$153,609	Stock
Regan, Beth D					0.025%	$297,186	Stock
Register Ii, Marlin A					0.081%	$949,805	Stock
Reichelt, Kurt W					0.050%	$583,542	Stock
Reichert, Tina L					0.014%	$158,693	Stock
Reid, Matthew J					0.022%	$252,063	Stock
Reilly, Peter E					0.105%	$1,230,230	Stock
Reiter, Jared C					0.010%	$120,821	Stock
Rella, Robert J					0.096%	$1,125,282	Stock
Reminiskey, Gerard N					0.027%	$319,168	Stock
Render, Rayanne					0.036%	$422,202	Stock
Renner, Paula S					0.011%	$129,218	Stock
Rennoldson, David C					0.020%	$232,319	Stock
Rew, Daniel B					0.047%	$549,048	Stock
Reznikov, Boris					0.082%	$950,756	Stock
Ribaric, Brian P					0.053%	$615,158	Stock
Rice, James R					0.036%	$420,081	Stock
Richards, Raymond J					0.034%	$402,338	Stock
Richards, Shelley D					0.009%	$106,691	Stock
Richardson, Lisa M					0.026%	$299,938	Stock
Richardson, Phillip					0.025%	$294,830	Stock
Riche, Nicole L					0.023%	$265,693	Stock
Riede, Robert C					0.210%	$2,453,627	Stock
Rieke, Cindy M					0.030%	$346,459	Stock
Riley, Charlotte M					0.047%	$550,268	Stock
Riley, Todd M					0.032%	$369,119	Stock
Riojas, Steven J					0.070%	$810,888	Stock
Ripmaster, Robert G					0.010%	$115,289	Stock
Risi, Armando P					0.010%	$116,780	Stock
Rivera, Julie A					0.010%	$113,975	Stock
Riviere, Christopher P					0.016%	$184,433	Stock
Roalson, Shay M R					0.019%	$226,787	Stock
Roanhaus, Michael S					0.121%	$1,405,767	Stock
Roanpolk, Marci C					0.018%	$215,417	Stock
Robbins, Geneen R					0.017%	$192,740	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Robinson, Tara D	[redacted]				0.018%	$207,200	Stock
Robison, Maurice					0.035%	$406,836	Stock
Rocha, Camilo A					0.011%	$134,036	Stock
Roche, Clifford C					0.028%	$332,114	Stock
Rockwell, Patricia A					0.010%	$119,516	Stock
Roden, Laurie L					0.128%	$1,488,564	Stock
Rodriguez, Alberto					0.055%	$645,217	Stock
Rodriguez, Christopher B					0.015%	$179,959	Stock
Rodriguez, George					0.046%	$530,948	Stock
Rodriguez, Jose L					0.016%	$182,852	Stock
Rodriguez, Miguel A					0.025%	$291,327	Stock
Roe, Patrick C					0.069%	$808,157	Stock
Roe, Richard P					0.157%	$1,825,865	Stock
Rogaczewski, Tim J					0.039%	$459,433	Stock
Rogers, John M					0.011%	$123,743	Stock
Rogers, Robert T					0.041%	$483,395	Stock
Rohan, David P					0.024%	$277,936	Stock
Rohan, Patricia A					0.026%	$307,253	Stock
Rohrer, Bartholomew D					0.017%	$201,361	Stock
Rohrer, Jonny Bill					0.036%	$425,527	Stock
Rolf, Donald J					0.024%	$276,626	Stock
Roling, Mathew C					0.009%	$106,482	Stock
Rolle, Barry O					0.041%	$472,858	Stock
Rosado, Jimmy S					0.039%	$452,442	Stock
Rose, Daniel Carl					0.015%	$170,519	Stock
Rose, Kevin D					0.024%	$285,135	Stock
Rossbach, Philip E					0.110%	$1,288,682	Stock
Roughan, Michael P					0.020%	$234,648	Stock
Rowan, Dennis S					0.041%	$475,077	Stock
Rowland, Barry D					0.149%	$1,737,519	Stock
Roy, Santanu					0.016%	$191,333	Stock
Rudisell, Michael T					0.010%	$119,500	Stock
Ruedy, Michal C					0.019%	$226,801	Stock
Rupe, John R					0.033%	$381,008	Stock
Rupiper, David E					0.011%	$124,164	Stock
Rustand, Scott A					0.041%	$480,496	Stock
Ruybal, Daryl M					0.013%	$151,518	Stock
Ryan, Matthew D					0.031%	$363,125	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Rydell, Edwin R	[redacted]				0.019%	$223,532	Stock
Sabbag, Anthony A					0.024%	$280,030	Stock
Sacchetti, Domenic A					0.012%	$136,325	Stock
Sachsenmaier, Zachary J					0.018%	$207,374	Stock
Saetta, Dawn M					0.035%	$407,114	Stock
Saffels, Ryan D					0.010%	$120,098	Stock
Saggi, Zeev					0.086%	$1,006,465	Stock
Saksen, William D					0.013%	$157,305	Stock
Salata, Maurice					0.019%	$217,944	Stock
Salazar, Joshua A					0.013%	$147,800	Stock
Saldivar, Samuel					0.011%	$129,604	Stock
Salway, Malcolm J					0.013%	$154,602	Stock
Sande, Jeff R					0.048%	$557,295	Stock
Sanders, Thomas M					0.530%	$6,178,257	Stock
Sandin, Carl M					0.009%	$109,423	Stock
Sandrock, Stephen E					0.033%	$388,812	Stock
Santhosh, Kumar R					0.014%	$161,228	Stock
Santiago, Grey N					0.030%	$346,920	Stock
Santore, Robert C					0.018%	$215,387	Stock
Sarma, Hota S					0.016%	$192,346	Stock
Satter, Scott L					0.017%	$200,161	Stock
Saunders, Doris M					0.016%	$187,917	Stock
Savage, James C					0.022%	$253,203	Stock
Savage, John M					0.047%	$551,006	Stock
Sawyer, Brian T					0.022%	$253,044	Stock
Saxe, Chris E					0.035%	$408,132	Stock
Scales, John C					0.044%	$514,353	Stock
Schaefer, Colleen M					0.016%	$187,405	Stock
Schauss, Cynthia R					0.014%	$166,776	Stock
Scheible, Otto Karl					0.112%	$1,311,952	Stock
Scherff, Doreen O					0.051%	$589,831	Stock
Schillerberg, Justin C					0.027%	$317,571	Stock
Schillerberg, Therese M					0.011%	$125,018	Stock
Schinker, Colleen M					0.034%	$402,316	Stock
Schively, Jeff S					0.010%	$115,328	Stock
Schmedt, Michael					0.011%	$128,130	Stock
Schmidt, Cheryl A					0.027%	$319,254	Stock
Schmidt, Daniel P					0.020%	$234,169	Stock

ATTACHMENT A - AS OF 05/06/2015 HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)				*No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20			
Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Schmidtwarthen, Karen L	[redacted]				0.022%	$260,879	Stock
Schmudde, Richard					0.022%	$255,210	Stock
Schneider, John A					0.045%	$524,877	Stock
Schneider, Michael I					0.050%	$579,356	Stock
Schneider, Nicholas L					0.018%	$210,476	Stock
Schnell, Steven J					0.022%	$252,912	Stock
Schroeder, Randy W					0.088%	$1,026,658	Stock
Schroeder, Suzanna B					0.019%	$218,277	Stock
Schubert, John J					0.013%	$147,198	Stock
Schukraft, Steven W					0.012%	$137,590	Stock
Schultz, Steven H					0.017%	$193,110	Stock
Schulze, Dennis W					0.098%	$1,138,153	Stock
Schwab, Cynthia S					0.015%	$173,125	Stock
Schwartz, Debra L					0.025%	$290,751	Stock
Schwebach, Carla B					0.018%	$215,098	Stock
Schwecke, Renee M					0.020%	$234,362	Stock
Schwehr, Russell J					0.015%	$178,700	Stock
Schweigert, Mark S					0.069%	$809,044	Stock
Schwetz, Edward J					0.043%	$501,499	Stock
Schwieterman, Kyle M					0.012%	$144,614	Stock
Scroggin, Charles R					0.070%	$812,291	Stock
Sears, Lori S					0.018%	$212,684	Stock
Sebes, Tricia J					0.030%	$345,371	Stock
Sedlacek, Steven C					0.156%	$1,818,152	Stock
Seifipour, Bahram					0.043%	$498,945	Stock
Seits, Mark H					0.030%	$352,569	Stock
Selinger, Matthew J					0.038%	$441,183	Stock
Semenick, Richard C					0.013%	$146,340	Stock
Semin, Justin D					0.011%	$124,282	Stock
Sennewald, Beate D					0.179%	$2,086,798	Stock
Sespene, Efren G					0.040%	$463,347	Stock
Sethuraman, Ramaseshan					0.028%	$331,420	Stock
Settlemoir, Brian H					0.034%	$393,188	Stock
Shafer, Gregory M					0.011%	$125,015	Stock
Shams, Mohammad H					0.020%	$235,601	Stock
Shaner, Joanne M					0.022%	$260,112	Stock
Shaner, Kristine K					0.047%	$545,595	Stock
Sharp, William H					0.123%	$1,435,830	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Sharpe, Graham D	[redacted]				0.034%	$395,010	Stock
Shaukat, Syed A					0.020%	$228,175	Stock
Shaw, Kristine S					0.015%	$179,774	Stock
Shea, Andrew L					0.045%	$526,325	Stock
Shea, Bradley J					0.009%	$109,713	Stock
Sheahan, James M					0.074%	$868,121	Stock
Shen, Chengyue					0.010%	$112,547	Stock
Sheridan, Christopher J					0.027%	$316,075	Stock
Sherk, John E					0.028%	$322,169	Stock
Shields, Joseph R					0.047%	$544,915	Stock
Shingleton, Bethany R					0.040%	$470,325	Stock
Shinn, Roy B					0.020%	$231,273	Stock
Shipp, Shannon L					0.017%	$192,550	Stock
Shippen, Mark E					0.019%	$226,071	Stock
Shippy, Joshua J					0.014%	$167,759	Stock
Shockley, Adam C					0.028%	$323,785	Stock
Shoemaker, Darryl J					0.097%	$1,132,551	Stock
Shoemaker, Richard A					0.034%	$397,720	Stock
Sholl, Douglas C					0.085%	$990,626	Stock
Short, Wayne G					0.064%	$748,524	Stock
Shostak, Michael J					0.031%	$362,321	Stock
Showalter, Robert M					0.012%	$140,550	Stock
Shrivastava, Amit					0.015%	$171,219	Stock
Shroff, Darius H					0.040%	$470,904	Stock
Shuffler, Eddie L					0.045%	$530,623	Stock
Shultz, Matthew A					0.019%	$220,529	Stock
Siedschlag, Michael D					0.066%	$766,990	Stock
Siegfried, Glen P					0.013%	$147,233	Stock
Sigler, William B					0.110%	$1,282,946	Stock
Sikora, Mark J					0.280%	$3,265,088	Stock
Simmons, Jeffrey H					0.010%	$112,227	Stock
Sims, Joseph D					0.017%	$200,644	Stock
Sinclair, Charles T					0.112%	$1,305,538	Stock
Siromaskul, Smith					0.030%	$345,948	Stock
Skar, Bernard J					0.036%	$415,969	Stock
Skinner, Christine E					0.042%	$491,113	Stock
Skinner, David R					0.045%	$525,556	Stock
Sklavounakis, Christothea					0.011%	$128,425	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Slaker, James C	[redacted]				0.035%	$404,510	Stock
Slayton, Erin N					0.010%	$122,284	Stock
Sledge, Karol L					0.013%	$147,812	Stock
Slocum, Mark S					0.021%	$241,710	Stock
Sloniger, Gregory T					0.019%	$227,148	Stock
Smart, Craig W					0.051%	$600,398	Stock
Smith, Clyde R					0.026%	$297,470	Stock
Smith, Deane M					0.057%	$665,204	Stock
Smith, Kenneth A					0.108%	$1,260,119	Stock
Smith, Kenneth L					0.075%	$876,577	Stock
Smith, Mark P					0.037%	$434,643	Stock
Smith, Richard K					0.017%	$194,988	Stock
Smith, Thomas					0.011%	$128,176	Stock
Smithey, Larry D					0.068%	$787,912	Stock
Snay, Susan E					0.011%	$123,412	Stock
Snead, Anthony J					0.033%	$382,033	Stock
Snead, Carol V					0.011%	$133,836	Stock
Sneed, Jwillis					0.027%	$316,417	Stock
Snider, Roy G					0.046%	$533,319	Stock
Snider, William M					0.032%	$373,579	Stock
Snowden, Lisa C					0.010%	$118,586	Stock
Snyder, Kevin P					0.014%	$159,152	Stock
Snyder, Mark D					0.028%	$321,176	Stock
Sokol, Courtney M					0.020%	$236,696	Stock
Solie, John E					0.040%	$460,791	Stock
Solomon, Rodger D					0.029%	$336,409	Stock
Song, Jiansheng					0.010%	$112,816	Stock
Soronson, Marc Kevin					0.088%	$1,027,561	Stock
Sosalla-Bahr, Jeffrey A					0.021%	$246,382	Stock
Sosalla-Bahr, Kimberly A					0.013%	$157,238	Stock
Sossenkina, Elena S					0.021%	$241,714	Stock
Soueid, Ahmad M					0.060%	$702,968	Stock
Sova, Ronald J					0.080%	$932,700	Stock
Sovell, Nicholas J					0.015%	$171,712	Stock
Sowash, Mark A					0.018%	$211,542	Stock
Spain, Stephen D					0.023%	$268,990	Stock
Spargo, Benjamin W					0.018%	$204,890	Stock
Sparrow, Suzette					0.010%	$120,928	Stock

ATTACHMENT A - AS OF 05/06/2015

HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)

***No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20**

Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Spencer, David W	[redacted]				0.066%	$773,412	Stock
Spencer, Gerald W					0.078%	$915,118	Stock
Spencer, Margaret L					0.089%	$1,032,717	Stock
Speth, Steven B					0.046%	$542,309	Stock
Splittgerber, Darin L					0.058%	$679,918	Stock
Spore, Robert E					0.069%	$803,592	Stock
Sporer, David R					0.020%	$229,842	Stock
Spores, Hong T					0.010%	$111,681	Stock
Spradling, Joseph J					0.021%	$239,547	Stock
Springer, Dan W					0.063%	$730,398	Stock
Srbvampola, Kandi K					0.042%	$488,657	Stock
Sribalaskandarajah, Kandiah					0.021%	$243,741	Stock
Stach, Philip V					0.011%	$129,964	Stock
Stahmer, Leslie R					0.097%	$1,127,577	Stock
Stannebein, Tyson L					0.016%	$181,711	Stock
Staud, Amy M. Balmer					0.020%	$236,760	Stock
Steinert, John Paul					0.047%	$545,784	Stock
Steinert, Roger R					0.023%	$263,858	Stock
Sterr, Martin J					0.016%	$191,520	Stock
Stevens, Jerry L					0.077%	$903,683	Stock
Stewart, Cary P					0.013%	$154,905	Stock
Stewart, Eric J					0.019%	$216,628	Stock
Stewart, Justin A					0.021%	$250,698	Stock
Stewart, Roger P					0.216%	$2,520,700	Stock
Stimac, Michael V					0.032%	$369,967	Stock
Stitt, Russell C					0.015%	$178,048	Stock
Stober, John T					0.028%	$324,233	Stock
Stoltenow, Terry E					0.022%	$260,787	Stock
Stone, Bradford M					0.014%	$168,862	Stock
Stonehouse, Gregory J					0.034%	$396,785	Stock
Stoppelmoor, Richard L					0.054%	$624,483	Stock
Stout, John F W					0.017%	$192,876	Stock
Stratman, Kenan G					0.020%	$237,132	Stock
Stratton, Richard G					0.030%	$355,576	Stock
Street, Michael W					0.020%	$230,341	Stock
Strider, Michael R					0.024%	$277,621	Stock
Strotman, Nicholette S					0.012%	$138,016	Stock
Sttours, Troy A					0.016%	$192,351	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Stuckey, Richard D	[redacted]				0.011%	$126,075	Stock
Stull, Kirk A					0.145%	$1,693,536	Stock
Sturdivant, Robert J					0.025%	$289,343	Stock
Suarez, Erki					0.016%	$190,220	Stock
Sudame, Mandira					0.018%	$209,047	Stock
Suero, Guillermo Jose					0.150%	$1,748,833	Stock
Sullivan, Daniel R					0.013%	$157,223	Stock
Sullivan, Jackie L					0.020%	$231,606	Stock
Sullivan, Patrick B					0.013%	$155,434	Stock
Sumruld, Bryan W					0.021%	$239,966	Stock
Sun, Simon					0.037%	$429,733	Stock
Sun, Yong E					0.018%	$214,970	Stock
Sung, Hueyyi					0.020%	$228,835	Stock
Surprenant, Charles S					0.136%	$1,587,254	Stock
Sutton, Karl M					0.023%	$267,343	Stock
Swanson, Charles H					0.022%	$253,064	Stock
Swanson, Clarice J					0.036%	$421,434	Stock
Swanson, Ernest E					0.035%	$407,906	Stock
Swarce, Donald E					0.013%	$152,234	Stock
Swensen, Kirk C					0.017%	$193,691	Stock
Swerczek, Bradley J					0.013%	$153,141	Stock
Swindell, Brian A					0.045%	$519,642	Stock
Swoboda, Gregory T					0.017%	$193,801	Stock
Syren, Robyn E					0.014%	$164,412	Stock
Tally, Fred H					0.045%	$528,334	Stock
Tam, Helena L H					0.014%	$163,510	Stock
Tan, Liangcai					0.011%	$127,738	Stock
Tang, Junjian					0.022%	$261,417	Stock
Tannehill, Shelly M					0.016%	$184,578	Stock
Tanner, Jon M					0.022%	$259,052	Stock
Tanner, Kendal R					0.093%	$1,090,569	Stock
Tariq, Usman A					0.010%	$114,005	Stock
Taunton, Matthew					0.012%	$141,384	Stock
Tavangar, Omid					0.048%	$554,495	Stock
Taylor, Brian K					0.014%	$165,172	Stock
Taylor, David M					0.047%	$543,296	Stock
Tefft, Lewis S					0.027%	$311,089	Stock
Tegeder, Terry L					0.011%	$130,527	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Teig, Jeffrey W	[redacted]				0.029%	$341,117	Stock
Temple, Alan C					0.054%	$627,215	Stock
Tennison, Stephen H					0.069%	$810,565	Stock
Terry, Brenda K					0.013%	$147,550	Stock
Terry, Lolene J					0.068%	$788,146	Stock
Terry, Melissa J					0.083%	$970,993	Stock
Teter, John E					0.098%	$1,139,806	Stock
Theobald, Nancy J					0.022%	$262,356	Stock
Thernes, Kevin K					0.025%	$286,012	Stock
Thiel, Vicki J					0.027%	$317,570	Stock
Thomas, Brad K					0.014%	$161,078	Stock
Thomas, Danny W					0.018%	$210,925	Stock
Thomas, David L					0.085%	$991,419	Stock
Thomas, James A					0.026%	$301,253	Stock
Thompson, James R					0.019%	$219,999	Stock
Thompson, Robert S					0.081%	$950,314	Stock
Thompson, Travis W					0.023%	$264,374	Stock
Thomson, James W					0.068%	$795,225	Stock
Thomure, Timothy M					0.018%	$207,662	Stock
Thornton, Richard B					0.020%	$233,202	Stock
Thorson, Leif J					0.065%	$759,657	Stock
Thorsvold, Brian R					0.010%	$121,848	Stock
Thuman, Andrew J					0.018%	$205,705	Stock
Thurin, Steven M					0.026%	$299,152	Stock
Tichy, Rose M					0.045%	$519,647	Stock
Tierney, Todd A					0.037%	$435,598	Stock
Tillerson, Rose M					0.013%	$152,761	Stock
Tillett, George E					0.027%	$311,465	Stock
Tippey, Brent A					0.024%	$281,829	Stock
To, Linc Hoang Linh					0.015%	$170,662	Stock
Todd, Thomas B					0.093%	$1,090,628	Stock
Tolbert, Catherine M					0.021%	$240,388	Stock
Toledo, Zachary O					0.025%	$295,049	Stock
Tomic, Sasa					0.019%	$223,569	Stock
Tondl, Matthew B					0.224%	$2,612,513	Stock
Tonilas, Bruce J					0.012%	$136,406	Stock
Toohey, Cheryl D					0.049%	$571,885	Stock
Toussaint, Norman H					0.064%	$748,302	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Tozer, Steven T	[redacted]				0.010%	$119,060	Stock
Tran, James T					0.054%	$624,336	Stock
Tran, Thao T					0.015%	$174,724	Stock
Travis, Lawrence A					0.013%	$157,222	Stock
Trefzger, Kenneth E					0.015%	$169,513	Stock
Tremel, Paul M					0.109%	$1,266,582	Stock
Trenolone, Thomas J					0.014%	$157,849	Stock
Trevarrow, Barry J					0.012%	$135,297	Stock
Trigg, Tod M					0.078%	$914,642	Stock
Trosper, Daniel E					0.015%	$176,665	Stock
Trotter, Brian H					0.011%	$131,450	Stock
Trumble, Simon K					0.017%	$193,526	Stock
Tuch, Mark J					0.017%	$195,976	Stock
Tuck, Lisa M					0.033%	$383,182	Stock
Tugman, Michael F					0.079%	$927,115	Stock
Turner, William H					0.011%	$132,741	Stock
Turney, Glen R					0.037%	$428,268	Stock
Ullman, Phillip W					0.105%	$1,229,641	Stock
Ummer, Terrence M					0.015%	$180,429	Stock
Underberg, Cale J					0.019%	$222,722	Stock
Unger, Audrey C					0.016%	$188,206	Stock
Unruh, James H					0.024%	$274,909	Stock
Uricoechea, Ricardo H					0.025%	$296,468	Stock
Ursillo, Pepi J					0.015%	$177,471	Stock
Utley, Lori B					0.009%	$109,627	Stock
Uyeoka, Sheila K					0.031%	$363,691	Stock
Vancilstephen, Alicia M					0.062%	$727,351	Stock
Vandenbrink, Marcia A					0.052%	$606,487	Stock
Vandeveer, Thomas E					0.343%	$4,005,003	Stock
Vandien, James P					0.035%	$409,880	Stock
Vandijk, Johannes A					0.040%	$465,193	Stock
Vanhagen, Paul F					0.016%	$186,267	Stock
Vanhaitsma, Jennifer L					0.015%	$177,407	Stock
Vanier, Jon R					0.021%	$248,821	Stock
Vanmeurs, Peter D					0.016%	$186,911	Stock
Vansandt, Susan D					0.009%	$107,014	Stock
Vansanten, Victor E					0.030%	$345,067	Stock
Vansteenburg, James R					0.011%	$128,212	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Vanvooren, Patricia M	[redacted]				0.012%	$138,220	Stock
Varela, Frank C					0.009%	$110,614	Stock
Varnum, Peter W					0.048%	$564,552	Stock
Vaterlaus, John B					0.012%	$141,215	Stock
Vaugh, Samuel K					0.195%	$2,271,208	Stock
Vaughan, Troy A					0.027%	$316,096	Stock
Velleux, Mark L					0.011%	$127,723	Stock
Veltri, Lorraine K					0.044%	$512,477	Stock
Venditti, Tony J					0.015%	$169,462	Stock
Verver, Elaine					0.014%	$166,893	Stock
Vidlak, Edward J					0.017%	$192,858	Stock
Villager, John A					0.122%	$1,421,447	Stock
Vlock, Ann M					0.017%	$195,576	Stock
Vogt, David C					0.049%	$567,064	Stock
Volk, Dan G					0.027%	$317,568	Stock
Volkman, Larry L					0.077%	$897,622	Stock
Vonaspern, Kent					0.013%	$151,631	Stock
Vondenkamp, William P					0.034%	$395,992	Stock
Vought, Jon D					0.037%	$428,344	Stock
Vozzolo, David J					0.057%	$660,794	Stock
Vrabel, Craig A					0.014%	$159,693	Stock
Vuskov, Sarah C					0.016%	$186,613	Stock
Waclawiak, Szymon I					0.010%	$120,538	Stock
Wadsworth, William H					0.558%	$6,504,523	Stock
Waggoner, Paul O					0.025%	$289,555	Stock
Wajda, James E					0.128%	$1,498,171	Stock
Waldow, George M					0.312%	$3,637,842	Stock
Waldron, Thomas R					0.011%	$131,550	Stock
Walimaa, Scott L					0.013%	$155,386	Stock
Walker, Danny H					0.010%	$120,695	Stock
Walker, Harry B					0.044%	$512,331	Stock
Walker, Lillian L					0.019%	$227,411	Stock
Walker, Philip W					0.019%	$219,443	Stock
Walker, Randall A					0.025%	$289,294	Stock
Waller, Stephen E					0.017%	$194,442	Stock
Walsh, Claudia A					0.028%	$323,116	Stock
Walters, Michael I					0.025%	$296,261	Stock
Wang, Handi					0.019%	$216,139	Stock

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Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Wang, Hua	[redacted]				0.024%	$283,165	Stock
Ward, Pamela M					0.011%	$133,294	Stock
Ward, Wesley J					0.044%	$517,636	Stock
Warfield, Kenneth R					0.038%	$441,241	Stock
Warlen, Geoffrey T					0.015%	$179,323	Stock
Warlen, Michael					0.020%	$235,913	Stock
Warner, Terry R					0.022%	$254,313	Stock
Warriner, Matthew L					0.013%	$154,204	Stock
Washer, Shawn P					0.034%	$400,014	Stock
Wasson, Katherine D					0.015%	$173,267	Stock
Watterson, Karen M					0.013%	$154,884	Stock
Wattier, Donovan D					0.074%	$864,586	Stock
Watzek, Kurt A					0.048%	$561,333	Stock
Wauer, Mike E					0.048%	$556,634	Stock
Weary, Frederick L					0.034%	$397,947	Stock
Weaver, Jeffrey R					0.010%	$117,839	Stock
Weaver, Kevin H					0.052%	$606,027	Stock
Weaver, Rebecca A					0.013%	$153,659	Stock
Webb, James K					0.031%	$358,644	Stock
Webb, Ronald L					0.036%	$423,647	Stock
Weber, Edward P					0.015%	$180,520	Stock
Weber, Shane J					0.015%	$176,546	Stock
Webster, Judith Fraser					0.036%	$419,328	Stock
Weckerlin, Bradley A					0.022%	$257,240	Stock
Wegner, William C					0.010%	$114,516	Stock
Wehling, James J					0.041%	$473,889	Stock
Wells, Steven A					0.015%	$173,869	Stock
Wenger, Jason S					0.069%	$808,359	Stock
Werman, Roni					0.017%	$201,713	Stock
Wermes, James D					0.022%	$255,597	Stock
Werts, Chester A					0.065%	$759,837	Stock
Wessels, Eric A					0.021%	$245,045	Stock
Westmoreland, Philip A					0.022%	$252,525	Stock
Weston, David C					0.023%	$273,747	Stock
Wey, Matthew G					0.030%	$347,652	Stock
Whalen, Allen K					0.012%	$145,129	Stock
Whalen, Michael J					0.021%	$240,097	Stock
Wharton, Barry R					0.032%	$371,388	Stock

EXHIBIT "1"
Page 173 of 733

ATTACHMENT A - AS OF 05/06/2015 HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)				*No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20			
Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Wharton, Edwin S	[redacted]				0.095%	$1,109,991	Stock
Wheeler, Boyd P					0.022%	$257,227	Stock
Wheeler, Justin S					0.026%	$307,390	Stock
Whetstone, Thomas P					0.017%	$203,869	Stock
Whitby, Ellis C					0.025%	$288,593	Stock
White, Richard A					0.015%	$171,747	Stock
White, Stephanie L					0.022%	$262,064	Stock
Whitehead, Cynthia H					0.019%	$227,092	Stock
Whiting, Donald L					0.030%	$353,966	Stock
Whittaker, Christine L					0.032%	$370,951	Stock
Wickham, Matthew E					0.143%	$1,668,779	Stock
Wicks, Sean P					0.026%	$300,046	Stock
Wiest, Andrew D					0.108%	$1,258,261	Stock
Wignall, Douglas S					0.111%	$1,293,293	Stock
Wiitanen, Mark A					0.017%	$195,257	Stock
Wik, Jennifer A					0.013%	$146,158	Stock
Wilcox, Carlos C					0.013%	$146,502	Stock
Wildner, Joseph A					0.045%	$523,169	Stock
Wilhite, Stanley B					0.012%	$135,935	Stock
Willey, Bruce R					0.251%	$2,931,445	Stock
Williams, Bradley C					0.028%	$330,271	Stock
Williams, David E					0.015%	$174,777	Stock
Williams, Georgeeric					0.159%	$1,855,538	Stock
Williams, Michael J					0.017%	$201,369	Stock
Williams, R K					0.016%	$188,810	Stock
Williams, Richard D					0.016%	$186,526	Stock
Williams, Robert B					0.162%	$1,884,684	Stock
Williams, Russell E					0.024%	$285,479	Stock
Williams, Stanley T					0.031%	$366,895	Stock
Williams, Terence L					0.044%	$515,739	Stock
Willoughby, Timothy R					0.021%	$244,154	Stock
Wilson, Carey J					0.023%	$269,185	Stock
Wilson, Douglas P					0.016%	$189,342	Stock
Wilson, Stephen C					0.109%	$1,266,436	Stock
Wilson, Todd C					0.033%	$379,246	Stock
Wilson, Zuraile D					0.015%	$180,663	Stock
Wimberly, John E					0.049%	$570,875	Stock
Wingert, Raymond A					0.019%	$220,961	Stock

ATTACHMENT A - AS OF 05/06/2015 HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)				*No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20			
Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Winget, Leizl K	[redacted]				0.029%	$333,712	Stock
Winkelman, James D					0.066%	$770,188	Stock
Wiseman, Chad D					0.010%	$112,448	Stock
Wiseman, David L					0.016%	$184,363	Stock
Witt, Paul T					0.047%	$549,141	Stock
Wittberger, Alicia K					0.013%	$155,943	Stock
Witte, Doris L					0.062%	$728,628	Stock
Witter, Michael N					0.017%	$193,887	Stock
Wittmann, Michaella W					0.045%	$527,765	Stock
Wolf, Donald T					0.043%	$505,797	Stock
Wolfe, Brett D					0.064%	$742,017	Stock
Wolfe, John G					0.018%	$205,134	Stock
Womack, Shane R					0.017%	$201,178	Stock
Womble, Diane P					0.016%	$186,972	Stock
Wong, Clarence					0.011%	$131,906	Stock
Wong, David W					0.032%	$378,228	Stock
Wood, Robert D					0.009%	$108,690	Stock
Woods, Kevin S					0.012%	$140,817	Stock
Woolcott, James N					0.018%	$207,401	Stock
Woosley, Monte W					0.012%	$138,644	Stock
Worsham, Carol Corse					0.056%	$651,352	Stock
Worster, Edgar S					0.017%	$193,455	Stock
Wright, Alexander D					0.020%	$228,380	Stock
Wright, Catherine M					0.014%	$168,525	Stock
Wright, Eric A					0.050%	$578,158	Stock
Wright, Kenneth J					0.117%	$1,365,813	Stock
Wright, William A					0.014%	$159,306	Stock
Wu, June Q					0.023%	$268,926	Stock
Wurtele, Michael W					0.020%	$232,944	Stock
Wurtele, Timothy C					0.029%	$339,201	Stock
Xie, Xiangli					0.016%	$182,108	Stock
Xu, Xueyao					0.011%	$122,854	Stock
Yadlosky, John M					0.042%	$486,682	Stock
Yager, Keegan M					0.013%	$147,290	Stock
Yang, Kaiyuan					0.033%	$381,510	Stock
Yang, Zhaowei					0.024%	$278,202	Stock
Yee, Winston J					0.064%	$748,218	Stock
Yeh, Tony Chun-Je					0.014%	$159,523	Stock

ATTACHMENT A - AS OF 05/06/2015 HDR, Inc. BEST Plan and ESOP (parent company to HDR, Inc. which is parent company to HDR Engineering, Inc.)				*No one person in HDR owns more than 5% of the company stock. Stock ownership for each person is less than 5%, but greater than $106,447.20			
Name	Street Address	City	State	Zip Code	Percent of Shares Owned	Total Value of Shares	Type of Ownership
Yentzer, David A	[redacted]				0.041%	$480,311	Stock
Yerdon, Todd J					0.016%	$184,132	Stock
Young, Donna M					0.012%	$142,422	Stock
Young, Patrick R					0.022%	$260,996	Stock
Young, Susan L					0.028%	$328,408	Stock
Young, Thomas W					0.031%	$359,012	Stock
Zabloudil, Brian L					0.011%	$122,849	Stock
Zapata, Leonel A					0.017%	$195,649	Stock
Zavatkay, William F					0.015%	$179,379	Stock
Zdinak, Aaron L					0.010%	$117,736	Stock
Zeiger, Brian E					0.028%	$321,907	Stock
Zeiss, Gregory P					0.029%	$340,847	Stock
Zervas, Charles J					0.029%	$338,395	Stock
Zhang, Guochen					0.012%	$137,168	Stock
Zhang, Yunjing					0.022%	$259,415	Stock
Zhen, Haiyan					0.013%	$156,921	Stock
Zhu, Jessica T					0.012%	$141,895	Stock
Ziegenbein, John H					0.016%	$191,434	Stock
Ziegler, Tyrus K					0.043%	$503,608	Stock
Zilka, Scott P					0.024%	$282,159	Stock
Zimmerman, Dale L					0.084%	$985,547	Stock
Zischkau, Eric E					0.036%	$415,013	Stock
Zugris, Daniel					0.010%	$116,466	Stock
Zuniga, David N					0.014%	$167,724	Stock
Zydel, Mark B					0.021%	$245,182	Stock

Biggs, Susan

From: Ryan, Mary Jo
Sent: Thursday, July 02, 2015 11:42 AM
To: Biggs, Susan
Cc: Lanzo, Paul
Subject: RE: RR-14-4221 - Quigg Engineering, Inc. - JULY Board - Preliminary Disclosure Review, IPB# 22035086

Sue,

Disclosures are approved to move forward for the following:

1) Quigg Engineering, Inc.

Thank you,

Mary Jo Ryan
Assistant to Sr. State Purchasing Officer
Office: 630-241-6800 x 2644
Email: mjryan@getipass.com

From: Biggs, Susan
Sent: Thursday, July 02, 2015 9:20 AM
To: Ryan, Mary Jo
Cc: Lanzo, Paul
Subject: RR-14-4221 - Quigg Engineering, Inc. - JULY Board - Preliminary Disclosure Review, IPB# 22035086

Mary Jo,

The following Financial Disclosure has been provided for your review and the Prime Consultant has been added to the spreadsheet.

RR-14-4221 - Quigg Engineering, Inc.

This is a July Board agenda item. PSB 14-3 – IBP Notice 22035086

Please note that Quigg Engineering is a teaming partner with H.W. Lochner (Managing Partner) and HDR Engineering on this contract.

Please let me know if you need any additional information.

Thanks,
Sue Biggs

STATE OF ILLINOIS

STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-14-4221

CONTRACTOR NAME: Quigg Engineering Inc.

1. PAYMENT TERMS AND CONDITIONS:

1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (http://www.state.il.us/agency/idol/index.htm).

1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.

1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

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

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

Invoice#_____ Invoice Date_____

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

_____

Authorized Representative

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

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

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

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

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

3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

4. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the

purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

5. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

6. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

7. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

8. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

9. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

10. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

11. **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be

modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

12. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

13. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

14. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

15. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.

16. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at http://www.ilga.gov).

17. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

18. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

19. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

20. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable,

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

21. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

22. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

23. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

24. **WARRANTIES FOR SUPPLIES AND SERVICES:**

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

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

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

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

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

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

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

27. SUPPLEMENTAL PROVISIONS

27.1 TOLLWAY SUPPLEMENTAL PROVISIONS

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

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

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

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

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

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

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

27.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

27.3 VENDOR SUPPLEMENTAL PROVISIONS

☐ Vendor Supplemental Provisions:

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT CC

Quigg Engineering 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 exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	N/A
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	**Section/Subsection New Number, Title of New Subsection:** State the new additional term or condition.
	N/A

_____ hereby agrees to the exceptions provided by _____ and to the Additional Terms and Conditions provided by _____.

Agreed:	Agreed:
By:	By:
Signed:	Signed:
Position:	Position:
Date:	Date:

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

Date: 6/17/15 **Contract Number:** PSB 14-3 Item #1 / RR-14-4221

Project Name: Tri-State Tollway, Bridge Rehabilitation/Reconstruction, Mile Long Bridge (MP 21.5)

DELINQUENT DEBT REVIEW

Sub Contractor/Consultant Disclosure.
Will you be using any sub-consultants/contractors? ___ Yes _x_ No

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

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

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

CONTRACTOR

Contractor/Consultant: Quigg Engineering Inc.

Federal Employment Identification Number (FEIN): [redacted]

E-Mail: lquigg@quiggengineering.com

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

Sub-Contractor(s)	Sub-Contractor FEIN	Address	General Type of Work	Anticipated Amount to be Paid (to extent known)

[redacted] **Print** Lori L Quigg **Date** 6/17/15

Contractor/Consultant

File Number 6488-791-2

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

QUIGG ENGINEERING INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 05, 2006, 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* 28TH *day of* JANUARY *A.D.* 2015 .

Jesse White

SECRETARY OF STATE

Authentication #: 1502801890

Authenticate at: http://www.cyberdriveillinois.com

EXHIBIT "1"

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 10643

Quigg Engineering Inc.

2351 South Dirksen Parkway

Springfield IL 62703

Information for this business last updated on:

Wednesday, January 28, 2015

Certificate produced on Saturday, February 28, 2015 at 7:53 AM

Registered Business

SEAL OF THE STATE BOARD OF ELECTIONS ILLINOIS

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name:

Business Name: Quigg Engineering Inc

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: [redacted]

Legal Status (check one):

- ☐ Individual
- ☐ Sole Proprietor
- ☐ Partnership
- ☐ Legal Services Corporation
- ☐ Tax-exempt
- ☐ Corporation providing or billing medical and/or health care services
- ☒ Corporation NOT providing or billing medical and/or health care services
- ☐ Governmental
- ☐ Nonresident alien
- ☐ Estate or trust
- ☐ Pharmacy (Non-Corp.)
- ☐ Pharmacy/Funeral Home/Cemetery (Corp.)
- ☐ Limited Liability Company (select applicable tax classification)
  - ☐ D = disregarded entity
  - ☐ C = corporation
  - ☐ P = partnership

Signature of Authorized Representative: [redacted]

Date: July 1, 2015

Vendor Registration: View Form

Help & Tools

Business Name: **Quigg Engineering Inc.**

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

Return to Main Form

1 flag has been added to this record. See below for details.

Show only flagged items.

Vendor Registration

Form Name	**A - B. Business Information & Other Business Registrations**
Description	**Complete section A and B, in order to submit this form.**
Date Submitted	**6/29/2015**
Status	**Accepted**
Business Name	**Quigg Engineering Inc.**
Point of Contact	**Rebecca Stocker**
Flag Form	**Add Flag**

A. Business Information

1. Your Business is Registering as a	**Prime contractor and subcontractor**
2. Name of CEO/Business Owner	**Lori Quigg**
3. Annual sales/gross receipts	**6,780,800**
4. When was your business established?	**05/12/2006**
5. In what Illinois county(ies) are you conducting business?	**The business conducts business statewide.**
6. Contact Person for this vendor registration	**Barbara Nowack**
Contact Person Title	**Marketing Coordinaor**
Contact Person Phone	**217-670-0563**
Contact Person Email	**bnowack@quiggengineering.com**

B. Other Business Registrations

1. Is your business registered with any of the following State of Illinois programs?

Business Enterprise Program (BEP)

Document	Status
Certificate or Letter of Approval CMS Cert Approval (PDF) CMS_FBE_Recognition_Certification_Approval_expires_04172016.pdf (PDF, 68.06 KB)	**Attached** by Rebecca Stocker on 6/19/2015

Additional Information

Staff Attached File(s)

Attach File

Refresh List after attaching file(s).

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Vendor Registration: View Form

Help & Tools

Business Name: **Quigg Engineering Inc.**

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

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Vendor Registration

Form Name	**C. Small Business Set-Aside Program**
Description	**Complete the Small Business Set-Aside Program form**
Date Submitted	**6/29/2015**
Status	**Accepted**
Business Name	**Quigg Engineering Inc.**
Point of Contact	**Rebecca Stocker**
Flag Form	Add Flag

C. Small Business Set-Aside Program

1. Would you like to apply for the Small Business Set-Aside Program?	**Yes** **Service**

Document	Status
Required tax documents Chief_Procurement_Office_Document.pdf (PDF, 436.04 KB)	**Attached** by Rebecca Stocker on 6/29/2015

Additional Information

Staff Attached File(s)

Attach File

Refresh List after attaching file(s).

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Vendor Registration: View Form

Help & Tools

Business Name: **Quigg Engineering Inc.**

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

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	**6/29/2015**
Status	**Accepted**
Business Name	**Quigg Engineering Inc.**
Point of Contact	**Rebecca Stocker**
Flag Form	**Add Flag**

D. Department of Human Rights (DHR)

1. Highest number of employees (including full and part time employees) at any time during the past year	**78**
2. Select the DHR status of your business	**My business had 15 or more employee at any time within the past year.** **125968-00 expires 11/14/2016**

E. Authorized to do Business in Illinois

1. Is your business registered and authorized to do business in Illinois?	**Yes, registered and in good standing with the Illinois Secretary of State**

Additional Information

Staff Attached File(s)	Attach File Refresh List after attaching file(s).

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Vendor Registration: View Form

Help & Tools

Business Name: **Quigg Engineering Inc.**

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

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Vendor Registration

Form Name	**F - G. Certifications & Board of Elections**
Description	**Complete section F - G, in order to submit the form.**
Date Submitted	**6/29/2015**
Status	**Accepted**
Business Name	**Quigg Engineering Inc.**
Point of Contact	**Rebecca Stocker**
Flag Form	**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.

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

N/A

3. Vendor certifies that it has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable

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

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

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

Yes

7. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5

Yes

8. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, have entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60

Yes

9. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12

	Yes
10. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14	
	Yes
11. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25	
	Yes
12. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30	
	Yes
13. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38	
	Yes
14. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement.30 ILCS 500/50-38	
	Yes
15. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50	
	Yes
16. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517	
	Yes
17. Vendor certifies that if awarded a contract for public works, steel products used or supplied in the performance of that contract shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception in writing. 30 ILCS 565	
	Yes
18. If Vendor is awarded a contract worth more than $5,000 and employs 25 or more employees, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580	
	Yes
19. If Vendor is an individual and is awarded a contract worth more than $5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract pursuant to the Drug Free Workplace Act. 30 ILCS 580	
	Yes
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582	
	Yes
21. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583	
	Yes
22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584	
	Yes
23. Vendor certifies that if awarded a contract including information technology, electronic information, software, systems and equipment, developed or provided under any contract, it will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards. 30 ILCS 587	
	Yes
24. Vendor certifies that if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45	
	Yes

25. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4, E-11	
	Yes
26. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105	
	Yes
27. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2	
	Yes
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee whose procurement authority at any time during the one-year period preceding the procurement lobbying activity.	
	Yes
29. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37 Vendor will not make a political 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	
	N/A

G. Board of Elections (BOE)

1. Is your business registered with the Board of Elections (BOE)?	
	Yes, I certify my business is registered with BOE. **10643**

Additional Information

Staff Attached File(s)	Attach File Refresh List after attaching file(s).

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Vendor Registration: View Form

Help & Tools

Business Name: **Quigg Engineering Inc.**

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

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Vendor Registration

Form Name	**H. Iran Disclosure**
Description	**Complete section H, in order to submit this form.**
Date Submitted	**6/29/2015**
Status	**Accepted**
Business Name	**Quigg Engineering Inc.**
Point of Contact	**Rebecca Stocker**
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?
No business operations to disclose.

Additional Information

Staff Attached File(s)	Attach File Refresh List after attaching file(s).

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STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22035086 Procurement/Contract #: PSB 14-3 Item 1 / RR-14-4221

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 #: 20061286 IPG Expiration Date: June 30, 2016

2. Certification Timely to this Solicitation or Contract

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

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

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

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

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

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

Name	Address	Relationship to Disclosing Entity

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

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 #
ISTHA	Tri-State Tollway, Mile Long Bridge (MP 21.5)	Pending	TBD	RR-14-4221
ISTHA	Survey and Land Acquisition Services Upon Request	Active	$60,000	I-12-4058
ISTHA	Systemwide Pavement Roadway Management Services. Phase I Engineering Services for Pavement Consultant Services	Active	$930,000	MO-12-1237
ISTHA	Elgin O'Hare West Bypass, US Route 20 to Route 83. Phase II Engineering	Active	$125,000	I-12-4040
ISTHA	Elgin O'Hare West Bypass, US Route 20 to Route 83. Phase II Engineering	Active	$35,000	I-12-4041
ISTHA	Surveying and Land Acquisition Services Upon Request – Systemwide	Active	$230,000	I-12-4057
ISTHA	Maintenance Facilities. Phase I and Phase II Engineering Services	Active	$200,000	RR-12-4076

ISTHA	Systemwide, Construction Manager for Documentation Compliance. Engineering Services.	Active	$250,000	I-13-4111
IDOT	Phase III IL 3 Waterloo Bypass	Active	$600,000	PTB 165-018
IDOT	Phase II, Various, District 2	Active	$200,000	PTB 164-011
IDOT	Phase II, IL 97, District 6	Active	$550,000	PTB 156-035
IDOT	Phase III, IL 47, District 3	Active	$575,000	PTB 167-023
IDOT	Phase I, I-290 Bridges District 1	Active	$250,000	PTB 169-001
IDOT	Phase III, District 6 High Speed Rail Inspections	Pending	$2,900,000	PTB 173-025
IDOT	Phase I/II District 8 In-house Project Management	Active	$790,000	PTB 171-016
IDOT	Various work as Sub-Consultant -IDOT	Active	$3,100,000	Various

6. Signature

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Quigg Engineering Inc

Street Address: 2351 S Dirksen Parkway

City, State, Zip: Springfield, IL 62703

Phone: 217-670-0563

Email: lquigg@quiggengineering.com

Vendor Contact: Lori L Quigg

Signature: [redacted]

Date: 7/1/15

Printed Name: Lori L Quigg

Title: President

Vendor Registration: View

Help & Tools

Business Name: **Quigg Engineering Inc.**

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

1 flag has been added to this record. See below for details.

Show only flagged items.

Vendor Registration

Name	State of Illinois Vendor Registration
Description	Register to do business with the State of Illinois
Date Submitted	6/29/2015
Status	Accepted
Reviewer	Scott McKinnery
Date Reviewed	7/1/2015
Public Review Comments	
Private Review Comments	
Expiration Date	6/30/2016
Flag Form	Add Flag

Settings

Business Enterprise Program (BEP) Registered	Yes
Veteran Owned Small Business (VOSB) Registered	No
Service Disabled Veteran Owned Small Business (SDVOSB) Registered	No
Small Business Set-Aside Program (SBSP) Registered	Yes
State Use Program	No
Registering as a	Prime & Subcontractor

Vendor Information

Business Name	Quigg Engineering Inc.
Primary Contact	Rebecca Stocker (change contact)
Primary Contact Email	rstocker@quiggengineering.com
Phone	217-670-0563
Fax	217-679-2204
Company Email	lquigg@quiggengineering.com
Tax ID Number	[redacted]
Company Type	Corporation
Address	2351 S. Dirksen Parkway Springfield, IL 62703

View Vendor Profile

Current Vendor Certifications

No current applicable certifications.

Vendor Registration: View Form

Help & Tools

Business Name: **Quigg Engineering Inc.**

Return to Main Form

Vendor Registration

Form Name	**I. Financial Disclosure & Conflicts of Interest**
Description	**Complete the Financial Disclosure & Conflicts of Interest form**
Date Submitted	**6/29/2015**
Status	**Accepted**
Business Name	**Quigg Engineering Inc.**
Point of Contact	**Rebecca Stocker**
Flag Form	**Add Flag**

I. Financial Disclosures & Conflicts of Interest

A. Identify the applicable entity type.

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

B. Is there a parent entity that owns 100% of the business?

No

C. Instrument of Ownership or Beneficial Interest

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

1. Is there any individual or entity who meets ANY of the following thresholds: (a) Owns more than 5% of the business, (b) Holds ownership share of the business valued in excess of $106,447.20, (c) Is entitled to more than 5% of the business' distributive income, or (d) Is entitled to more than $106,447.20 of the business' distributive income?

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. Documents (PDF)	**Attached** by Rebecca Stocker on 6/19/2015

2. Please certify that the following statement is true: all individuals or entities that hold an ownership interest in the business of greater than 5% or valued greater than $106,447.20 have been disclosed in Question 1.

Yes

3. Please certify that the following statement is true: all individuals or entities that were entitled to receive distributive income in an amount greater than $106,447.20 or greater than 5% of the total distributive income of the business have been disclosed in Question 1.

Yes

4. Disclosure of Board of Directors for Not-for-Profit entities.

Not applicable - For-Profit Entity

5. For the individuals disclosed above in question 1 and for sole proprietors, are any of them a person who holds an elective office in the State of Illinois or holds a seat in the General Assembly, or are they the spouse or minor child of such person?

No

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?

No

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?

No

EXHIBIT "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?

No

9. If any question in 5-8 above is answered yes, please answer the following: Do any of the individuals identified, their spouse, or minor child receive from the entity more than 7.5% of the entity's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)?

Not applicable - I answered No in Questions 5-8

10. If any question in 5-8 above is answered yes, please answer the following: Is there a combined interest of any individual identified along with their spouse or minor child of more than 15% in the aggregate of the entity's distributable income or an amount of distributable income in excess of two times the salary of the Governor ($354,824.00)?

Not applicable - I answered No in Questions 5-8

11. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have, or in the previous 3 years had State employment, including contractual employment of services? This does not include contracts to provide goods or services to the State as a vendor.

No

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.

No

13. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently hold or have held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?

No

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?

No

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?

No

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?

No

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?

No

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?

No

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?

No

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?

No

21. Has there been any debarment from contracting with any governmental entity within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

22. Has there been any professional licensure discipline within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

	No
23. Has there been any bankruptcy within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.	
	No
24. Have there been any adverse civil judgments and/or administrative findings within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.	
	No
25. Have there been any criminal felony convictions within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.	
	No

Additional Information

Staff Attached File(s)	Attach File Refresh List after attaching file(s).

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ILLINOIS PROCUREMENT GATEWAY
PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM

Vendor Name: Quigg Engineering Inc.

DBA: Quigg Engineering Inc.

INSTRUCTIONS:

1. Ownership Share – Provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds $106,447.20.

2. Distributive Income – Provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds $106,447.20.

3. Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed.

Name	Address	% of Ownership	$ Value of Ownership	% of Distributive Income	$ Value of Distributive Income
Lori L. Quigg	[redacted]	86.1%	Click here to enter text.	Click here to enter text.	Click here to enter text.
Rebecca L. Stocker		10.0%	Click here to enter text.	Click here to enter text.	Click here to enter text.
		Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
		Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
		Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

EXHIBIT "1"
Page 204 of 733

Davis-Adams, Linda

From: Thomas, Mark
Sent: Friday, August 21, 2015 1:46 PM
To: Davis-Adams, Linda
Cc: Hauk, John; Smith, James A
Subject: RE: Lochner CERTIFICATE: Illinois State Tollway Highway Authority - Contract RR-14-4221

Linda,

The insurance documentation submitted on behalf of H.W. Lochner for contract RR-14-4221 appears to meet Tollway insurance requirements.

Please let me know if I can be of any further assistance.

Mark R. Thomas, CRIS
Construction Insurance Analyst
Illinois Tollway
(630) 241-6800 ext. 4474
mthomas@getipass.com
www.illinoistollway.com

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From: Davis-Adams, Linda
Sent: Friday, August 21, 2015 11:54 AM
To: Thomas, Mark
Cc: Hauk, John; Smith, James A
Subject: Lochner CERTIFICATE: Illinois State Tollway Highway Authority - Contract RR-14-4221

Mark,

I have attached below is a copy of H.W. Lochner's COI & Endorsement for contract #IRR-14-4221. Please review.

<< File: Lochner COI.pdf >>

Thanks,

Linda Davis-Adams,
Contract Expediter Supervisor
The Illinois State Toll Highway Authority

Phone 630-241-6800 ext. 3363
ldavis@getipass.com

HWLOCHN-01 PATHAKAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/20/2015

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 NAME: Willis Certificate Center
Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED	INSURER A: Lexington Insurance Company — 19437
H.W. Lochner, Inc. 225 West Washington, Suite 1200 Chicago, IL 60606	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			044177432	05/01/2015	05/01/2016	Per Claim/Aggregate:	2,000,000

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

H. W. Lochner, Job No. 10688, ISTHA PSB 14-3, Item 1
Tri-State Tollway, Bridge Rehabilitation-Reconstruction, Mile-Long Bridge (MP215)
Engineering studies and the preparation of contracts plans and specifications for Proposed bridge rehabilitation and bridge reconstruction and widening of the Mile-Long Bridge in Cook County, Illinois.

CERTIFICATE HOLDER

Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[redacted]

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Client#: 39357 HWLOC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/20/2015

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). If Waiver of Subrogation is applicable, it only applies to the extent allowed by law.

PRODUCER	CONTACT NAME: Jennie Fronczak	
Construction - Remegi Team Mesirow Insurance Services 353 N. Clark Street Chicago, IL 60654	PHONE (A/C, No, Ext): 312 595-8242	FAX (A/C, No): 312 595-6381
	E-MAIL ADDRESS: jfronczak@mesirowfinancial.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
H. W. Lochner, Inc. 225 West Washington, 12th Floor Chicago, IL 60606	INSURER A: Travelers Indemnity Company	25658
	INSURER B: Travelers Property Casualty Co.	25674
	INSURER C: Phoenix Insurance Company	25623
	INSURER D: Travelers Property/Casualty	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		6608451B87715	05/01/2015	05/01/2016	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
D	AUTOMOBILE LIABILITY	X		8108451B87715	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[X] Drive Oth Car						$1,000 Comp.	$1,000 Coll.
B	[X] UMBRELLA LIAB [X] OCCUR	X		ZUP10P6385415NF	05/01/2015	05/01/2016	EACH OCCURRENCE	$10,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$10,000,000
	[ ] DED [X] RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			PNUB8976P38715	05/01/2015	05/01/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Description of job: Tri-State Tollway, Bridge Rehabilitation-Reconstruction, Mile-Long Bridge (MP215)
H.W. Lochner, Job/Contract #10688, ISTHA PSB 14-3, Item 1
The following are listed as Additional Insureds on the General Liability and Automobile Liability policies on a Primary and Non-Contributory basis as required by written contract:Illinois State Toll Highway Authority. Wavier of Subrogation in favor of the Additional Insureds on the General Liability, Automobile Liability and Workers Compensation policies.

CERTIFICATE HOLDER

Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE [redacted]

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JCG

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

   c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.

   d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

   e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   Duties Of An Additional Insured

   As a condition of coverage provided to the additional insured:

   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

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

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (PNUB-8976P38-7-15)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 05-14-15 ST ASSIGN:

(2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. **Method Of Sharing**

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

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

2. The following definition is added to **SECTION V – DEFINITIONS**:

"Other insurance":

a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:

(1) Another insurance company;

(2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph **5.** of **LIMITS OF INSURANCE** (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph **4.** of **LIMITS OF INSURANCE** (Section III) applies;

(3) Any risk retention group;

(4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or

(5) Any similar risk transfer or risk management method.

b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

R. **UNINTENTIONAL OMISSION**

1. The following is added to Paragraph **6. Representations** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision **R.** does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT**

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;

2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;

3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. **AMENDED BODILY INJURY DEFINITION**

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-

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M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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Davis-Adams, Linda

From: Thomas, Mark
Sent: Friday, August 21, 2015 8:24 AM
To: Davis-Adams, Linda
Cc: Hauk, John; Smith, James A
Subject: RE: HDR CERTIFICATE: Illinois State Tollway Highway Authority - Contract RR-14-4221

Linda,

The insurance documentation submitted on behalf of HDR Engineering for contract RR-14-4221 appears to meet Tollway insurance requirements.

Please let me know if I can be of any further assistance.

Mark R. Thomas, CRIS
Construction Insurance Analyst
Illinois Tollway
(630) 241-6800 ext. 4474
mthomas@getipass.com
www.illinoistollway.com

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From: Davis-Adams, Linda
Sent: Thursday, August 20, 2015 4:45 PM
To: Thomas, Mark
Cc: Hauk, John; Smith, James A
Subject: FW: HDR CERTIFICATE: Illinois State Tollway Highway Authority - Contract RR-14-4221

Mark,

Attached above is a copy of HDR Engineering's COI & Endorsement for contract #IRR-14-4221. Please review.

Thanks,

Linda Davis-Adams,
Contract Expediter Supervisor
The Illinois State Toll Highway Authority
Phone 630-241-6800 ext. 3363
ldavis@getipass.com

From: Lehman, Marilyn [mailto:MLehman@lockton.com]
Sent: Thursday, August 20, 2015 11:54 AM
To: 'Kudron, Bonnie'; Hannusch, Angela; Davis-Adams, Linda
Subject: HDR CERTIFICATE: Illinois State Tollway Highway Authority

Attached is the certificate #13630732 you requested.
Please let us know if we can be of further service.
Thanks

Marilyn J. Lehman
Account Administrator
Lockton Companies
444 W. 47th St., Suite 900
Kansas City, MO 64112
Tel: 816-960-9306
Fax: 816-783-9306
E-mail: mlehman@lockton.com



CERTIFICATE OF LIABILITY INSURANCE

6/1/2016

DATE (MM/DD/YYYY) 8/20/2015

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C : American Zurich Insurance Company	40142
INSURER D : Lexington Insurance Company	19437
INSURER E :	
INSURER F :	

INSURED 13147
HDR ENGINEERING, INC.
8404 INDIAN HILLS DRIVE
OMAHA, NE 68114-4049

COVERAGES HDRIN01 **CERTIFICATE NUMBER:** 13630732 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	37CSEQU0950	6/1/2015	6/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A A A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37CSEQU1160 (MA)	6/1/2015 6/1/2015 6/1/2015	6/1/2016 6/1/2016 6/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	N	N	ZUP-10R64084-15-NF (EXCLUDES PROF. LIAB)	6/1/2015	6/1/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	0381127	7/1/2015	7/1/2016	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	061853691	6/1/2015	6/1/2016	PER CLAIM: $2,000,000. AGG: $2,000,000.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RR-14-4221 MILELONG BRIDGE. THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY IS NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS PER WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW.

CERTIFICATE HOLDER

13630732
ILLINOIS STATE TOLLWAY HIGHWAY AUTHORITY
ATTN: LINDA DAVIS ADAMS
2700 OGDEN AVE
DOWNERS GROVE IL 60515

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE [redacted]

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POLICY NUMBER: **37CSEQU0950**

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED --- OWNERS, LESSEES OR CONTRACTORS -- SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS

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

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.

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.

CG 20 10 07 04

POLICY NUMBER: 37CSEQU0950 COMMERCIAL GENERAL LIABILITY

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED OPERATIONS.

Location And Description of Completed Operations:

ANY LOCATION WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED OPERATIONS.

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

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

POLICY NO. 37CSEQU0951

HARTFORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Any person or organization whom you are required by contract to name as additional insured is an"insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.

B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

Name of Additional Insured Person(s) of Organization(s):

Blanket coverage as required by written contract.

Hartford Form #HA9913

Davis-Adams, Linda

From: Thomas, Mark
Sent: Friday, August 21, 2015 3:08 PM
To: Davis-Adams, Linda
Cc: Hauk, John; Smith, James A
Subject: RE: Quigg CERTIFICATE: Illinois State Tollway Highway Authority - Contract RR-14-4221

Linda,

The insurance documentation submitted on behalf of Quigg Engineering for contract RR-14-4221 appears to meet Tollway insurance requirements.

Please let me know if I can be of any further assistance.

Mark R. Thomas, CRIS
Construction Insurance Analyst
Illinois Tollway
(630) 241-6800 ext. 4474
mthomas@getipass.com
www.illinoistollway.com

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From: Davis-Adams, Linda
Sent: Friday, August 21, 2015 2:23 PM
To: Thomas, Mark
Cc: Hauk, John; Smith, James A
Subject: Quigg CERTIFICATE: Illinois State Tollway Highway Authority - Contract RR-14-4221

Mark,

I have attached below is a copy of Quigg Engineering's COI & Endorsement for contract #IRR-14-4221. Please review.

Thanks, << File: Quigg COI.pdf >>

Linda Davis-Adams,
Contract Expediter Supervisor
The Illinois State Toll Highway Authority
Phone 630-241-6800 ext. 3363
ldavis@getipass.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/21/2015

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 NAME: Michelle Summers
RW Troxell & Company 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	PHONE (A/C, No, Ext): (217) 528-7533 FAX (A/C, No): (217) 528-1041 E-MAIL ADDRESS: msummers@rwtroxell.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: The Travelers Indemnity Co
	INSURER B: The Charter Oak Fire Ins Co.
	INSURER C: Travelers Ins Co
	INSURER D: Trav Sur & Cas of AM
	INSURER E:
	INSURER F:
INSURED Quigg Engineering Inc 2351 S Dirksen Parkway Springfield IL 62703	

COVERAGES — CERTIFICATE NUMBER: CL1552909687 — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		6801809R050	6/7/2015	6/7/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		BA0C020765	6/7/2015	6/7/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ $ $ $ $	1,000,000 1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			SECUP1848R419	6/7/2015	6/7/2016	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XSUB3490T85114	6/7/2015	6/7/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	Professional Liability - Claims Made			105526108	11/17/2014	11/17/2015	Each Occurrence Aggregate		$5,000,000 $5,000,000

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

Contract#RR-14-4221 - Bridge Rehabilitation/Reconstruction, Tri-State Tollway I-294 mile Post 21.5 (Mile-Long Bridge)

Certificate Holder represents additional insured in respects to the General Liability and Automobile Liability per written contract, on a primary & non/contributory basis, subject to the terms and conditions of the policy. Per endorsement CGD379 (09/07) and CGD81, which are included in the policy.

CERTIFICATE HOLDER

Illinois State Toll Highway Authority
2700 Ogden Ave
Downers Grove, IL 60515

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Aiello/JSIMS [redacted]

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Medical payments	MEDPM		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
5,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Commercial Umbrella Aggregate			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
5,000,000			10,000		

Ref #	Description	Coverage Code	Form No.	Edition Date
	Premium discount	PDIS		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$724.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	U.S. longshore & harbor WC act	USLH		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
If Any					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Mod Factor 1	EXP01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$1,270.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$280.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	IL Industrial Comm Surcharge	IIC		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$256.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Domestic Terrorism	DTEC		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$343.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Foreign Terrorism	FTER		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$1,370.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Increased employer's liability	INEL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$341.00

OFADTLCV

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE Provisions **A.** – **T.** and **V.** of this endorsement broaden coverage. Provisions **U.** and **W.** of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

A. Broadened Named Insured

B. Incidental Medical Malpractice

C. Reasonable Force – Bodily Injury Or Property Damage

D. Non-Owned Watercraft – Increased To Up To 75 feet

E. Aircraft Chartered With Crew

F. Extension Of Coverage – Damage To Premises Rented To You

G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion

H. Medical Payments Limit

I. Increased Supplementary Payments

J. Additional Insured – Owner, Manager Or Lessor Of Premises

K. Additional Insured – Lessor Of Leased Equipment

L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises

M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations

N. Additional Insured – Architect, Engineer Or Surveyor

O. Who Is An Insured – Newly Acquired Or Formed Organizations

P. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess

Q. Per Project General Aggregate Limit

R. Knowledge And Notice Of Occurrence Or Offense

S. Unintentional Omission

T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement

U. Amended Bodily Injury Definition

V. Amended Insured Contract Definition – Railroad Easement

W. Amended Property Damage Definition – Tangible Property

X. Additional Definition – Contract or Agreement Requiring Insurance

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item **1.** of the Common Policy Declarations is amended as follows:

   The person or organization named in Item **1.** of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision **A.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph **1. Insuring Agreement** of **COVERAGE A BODILY**

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INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision **B.**:
   a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
   b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph **2.a.(1)(d)** of **WHO IS AN INSURED (Section II)** does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph **1.** above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I):**

   Sale of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.
5. The insurance provided by this Provision **B.** shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The **Expected Or Intended Injury** Exclusion in Paragraph **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The exception contained in Subparagraph **(2)** of the **Aircraft, Auto Or Watercraft** Exclusion in **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

   (2) A watercraft you do not own that is:

   (a) Less than 75 feet long; and

   (b) Not being used to carry persons or property for a charge;
2. Only as respects the insurance provided by this Provision **D., WHO IS AN INSURED (Section II)** is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. The insurance provided by this Provision **D.** shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

E. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft** Exclusion in Paragraph **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)**:

   Aircraft chartered with crew, including a pilot, to any insured.

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2. This Provision E. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

   Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

   a. Fire;

   b. Explosion;

   c. Lightning;

   d. Smoke resulting from such fire, explosion, or lightning; or

   e. Water.

   A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

   a. Rupture, bursting, or operation of pressure relief devices;

   b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or

   c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph **6.** of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

   Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

   The Damage To Premises Rented To You Limit will be the higher of:

   a. $1,000,000; or

   b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. Paragraph **a.** of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

5. This Provision F. does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to the **Knowing Violation Of Rights Of Another** Exclusion in **2. Exclusions** of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY** Endorsement:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

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H. MEDICAL PAYMENTS LIMIT

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to $10,000.

I. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs **1.b.** and **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** in **COVERAGES (Section I)** are amended as follows:

1. In Paragraph **1.b.**, the amount we will pay for the cost of bail bonds is increased to $2500.
2. In Paragraph **1.d.**, the amount we will pay for loss of earnings is increased to $500 a day.

J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

   Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and

   b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.

2. The insurance provided to such additional insured under this Provision **J.** is subject to the following provisions:

   a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and

   b. The insurance afforded to such additional insured does not apply to:

      (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

      (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

      (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision **J.** does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

   Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and

   b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this Provision **K.** is subject to the following provisions:

   a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and

   b. The insurance afforded to such additional insured does not apply:

      (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

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(2) If the equipment is leased with an operator.

3. This Provision **K.** does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to Paragraph **2.** of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to Paragraph **2.** of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR

1. The following is added to Paragraph **2.** of **WHO IS AN INSURED (Section II)** to include as an insured:

   Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision **N.** does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

1. Paragraph **4.a.** of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision **O.** does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS

1. The last paragraph of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

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

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However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

a. That is not shown as a Named Insured in the Common Policy Declarations, and

b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.

2. This Provision **P.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

3. The insurance provided by this Provision **P.** shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph **2.** of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

a. Damages under Coverage **B**; and

b. Damages from "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which cannot be attributed only to operations at a single "project".

2. The following is added to **LIMITS OF INSURANCE (Section III):**

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage **A** for damages and under Coverage **C** for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

a. Any other Per Project General Aggregate Limit for any other "project";

b. The General Aggregate Limit; or

c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision **Q.**:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit** of **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

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Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

S. UNINTENTIONAL OMISSION

1. The following is added to Paragraph **6. Representations** of **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

   The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision **S.** does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

U. AMENDED BODILY INJURY DEFINITION

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person;

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or

c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

V. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph **c.** of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

   c. Any easement or license agreement;

2. Subparagraph **f.(1)** of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

W. AMENDED PROPERTY DAMAGE DEFINITION – TANGIBLE PROPERTY

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

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X. The following definition is added to **SECTION V – DEFINITIONS**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;

b. In connection with premises owned by or rented to you; or

c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

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

d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

e. This insurance does not apply to the rendering of or failure to render any "professional services".

f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph **a.** of **4. Other Insurance** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

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

C. The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

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injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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Contract Information Sheet

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

Consultant Name: *H.W. Lochner / HDR Engineering / Quigg Engineering*

Contract Number: *RR-14-4221*

Proposal Date: *7/6/2015*

Exhibit Pointers: Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-14-4221 **Consultant:** H.W. Lochner / HDR Engineering / Quigg Engineering

EXHIBIT A: ESTIMATED TASK WORK HOURS

									Grand Total Exhibit A Hours				190,303
	MONTHS of YEAR 2015												TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Structural Studies									975	1840	2150	2150	7115
Roadway Studies									486	486	486	486	1944
Drainage Studies									80	120	160	160	520
Environmntl Studies									240	483	418	419	1560
Permitting MP									0	0	25	75	100
Lighting/ITS/Signals													
Survey									585	640	640	640	2505
Contractor Access													
Invest													
Public Involvement													
Cost Estimates MP									0	20	100	100	220
Const. Packaging													
Coordination									168	176	264	264	872
Master Plan Report													
Contract Packages													
Phase II Roadway													
Phase II Drainage													
SESC													
Structural Plans													
Lighting/ITS/Sigs P2													
TOTALS									2534	3765	4243	4294	14836

EXHIBIT "1"
Page 235 of 733

Contract Number: RR-14-4221 **Consultant:** H.W. Lochner / HDR Engineering / Quigg Engineering

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Permitting P2													
Cost Estimates P2													
Prod Mnge/Doc Cntrl									220	140	140	140	640
Manage & Admin									524	506	510	506	2046
QC/QA									183	301	338	214	1036
TOTALS									927	947	988	860	3722

EXHIBIT "1"
Page 236 of 733

Contract Number: RR-14-4221 **Consultant:** H.W. Lochner / HDR Engineering / Quigg Engineering

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Structural Studies	2260	2248	2140	2070	1198	820	865	500	155	100	0	0	12356
Roadway Studies	506	506	506	506	671	671	671	506	466	466	0	0	5475
Drainage Studies	160	160	160	160	160	180	180	180	180	180	180	180	2060
Environmntl Studies	424	427	426	427	426	427	434	435	424	0	0	0	3850
Permitting MP	79	79	29	29	29	29	29	31	8	0	0	0	342
Lighting/ITS/Signals	4	4	4	4	4	4	4	4	8	0	0	0	40
Survey	160	160	160	240	240	240	240	240	240	160	160	160	2400
Contractor Access	20	20	20	20	20	20	20	20	40	0	0	0	200
Invest	0	0	0	35	35	35	35	30	30	0	0	0	200
Public Involvement	4	4	4	4	4	4	4	4	8	0	0	0	40
Cost Estimates MP	140	160	180	200	160	110	110	110	110	0	0	0	1280
Const. Packaging	20	20	20	20	20	20	20	20	40	0	0	0	200
Coordination	448	444	444	444	404	404	404	404	404	404	404	404	5012
Master Plan Report	0	0	200	200	40	40	200	200	120	0	0	0	1000
Contract Packages	0	0	0	0	0	0	0	0	0	20	20	20	60
Phase II Roadway	0	0	0	0	0	0	0	0	0	590	590	590	1770
Phase II Drainage										80	80	80	240
SESC										80	80	80	240
Structural Plans										1760	1760	1760	5280
Lighting/ITS/Sigs P2													
TOTALS	4225	4232	4293	4359	3411	3004	3216	2684	2233	3840	3274	3274	42045

Contract Number: RR-14-4221 **Consultant:** H.W. Lochner / HDR Engineering / Quigg Engineering

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Permitting P2										110	110	10	230
Cost Estimates P2										20	20	20	60
Prod Mnge/Doc Cntrl	140	140	140	120	120	120	120	120	120	120	120	120	1500
Manage & Admin	432	432	412	390	342	342	338	322	314	302	282	282	4190
QC/QA	238	238	228	222	198	198	196	188	184	178	178	178	2424
TOTALS	810	810	780	732	660	660	654	630	618	730	710	610	8404

EXHIBIT "1"
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Contract Number: RR-14-4221 **Consultant:** H.W. Lochner / HDR Engineering / Quigg Engineering

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Structural Studies													
Roadway Studies													
Drainage Studies	180	180	180	180	175								895
Environmntl Studies				64									64
Permitting MP													
Lighting/ITS/Signals													
Survey	160	160	160	120	40	0	0	0	0	0	0	0	640
Contractor Access													
Invest													
Public Involvement	55	55	55	55	55	55	55	55	55	55	55	55	660
Cost Estimates MP													
Const. Packaging													
Coordination	308	308	298	298	88	88	88	88	88	83	80	0	1815
Master Plan Report													
Contract Packages	390	390	340	60	60	60	80	120	120	120	60	80	1880
Phase II Roadway	590	590	590	590	590	590	590	590	590	510	430	430	6680
Phase II Drainage	80	80	80	80	80	80	80	80	80	80	80	80	960
SESC	80	80	80	80	80	80	80	80	80	80	80	80	960
Structural Plans	1810	1810	1810	1960	1960	2100	2150	2200	2200	2200	2380	2380	24960
Lighting/ITS/Sigs P2	2	0	2	0	2	0	2	0	2	0	2	0	12
TOTALS	3655	3653	3595	3487	3130	3053	3125	3213	3215	3128	3167	3105	39526

Contract Number: RR-14-4221 **Consultant:** H.W. Lochner / HDR Engineering / Quigg Engineering

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Permitting P2	10	10	10	10	10	10	10	14	14	114	114	14	340
Cost Estimates P2	30	30	30	30	30	30	30	30	30	30	30	30	360
Prod Mnge/Doc Cntrl	120	120	120	120	120	120	120	120	120	120	120	120	1440
Manage & Admin	292	292	292	308	292	288	288	288	276	268	280	280	3444
QC/QA	178	178	178	186	178	176	176	176	170	166	172	172	2106
TOTALS	630	630	630	654	630	624	624	628	610	698	716	616	7690

Contract Number: RR-14-4221 **Consultant:** H.W. Lochner / HDR Engineering / Quigg Engineering

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Structural Studies													
Roadway Studies													
Drainage Studies													
Environmntl Studies													
Permitting MP													
Lighting/ITS/Signals													
Survey													
Contractor Access													
Invest													
Public Involvement	55	55	55	55	55	55	55	55	55	55	55	53	658
Cost Estimates MP													
Const. Packaging													
Coordination													
Master Plan Report													
Contract Packages	120	120	120	60	80	120	120	120	60	80	120	120	1240
Phase II Roadway	430	430	430	430	430	430	430	430	430	430	430	430	5160
Phase II Drainage	80	80	80	80	80	80	80	80	80	80	80	80	960
SESC	80	80	80	80	80	80	80	80	80	80	80	80	960
Structural Plans	2307	2467	2458	2167	2147	2147	2147	2147	2147	2147	2143	2024	26448
Lighting/ITS/Sigs P2	2	0	2	0	2	0	2	0	2	0	2	0	12
TOTALS	3074	3232	3225	2872	2874	2912	2914	2912	2854	2872	2910	2787	35438

Contract Number: RR-14-4221 **Consultant:** H.W. Lochner / HDR Engineering / Quigg Engineering

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Permitting P2	14	14	14	14	14	10	10	10	10	110	110	10	340
Cost Estimates P2	30	30	30	30	30	30	30	30	30	30	30	30	360
Prod Mnge/Doc Cntrl	120	120	120	120	120	120	120	120	120	120	120	120	1440
Manage & Admin	280	296	292	276	276	276	276	276	276	276	276	254	3330
QC/QA	162	170	168	160	160	160	160	160	160	160	160	154	1934
TOTALS	606	630	624	600	600	596	596	596	596	696	696	568	7404

Contract Number: RR-14-4221 **Consultant:** H.W. Lochner / HDR Engineering / Quigg Engineering

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Structural Studies													
Roadway Studies													
Drainage Studies													
Environmntl Studies													
Permitting MP													
Lighting/ITS/Signals													
Survey													
Contractor Access													
Invest													
Public Involvement													
Cost Estimates MP													
Const. Packaging													
Coordination													
Master Plan Report													
Contract Packages	60	80	120	120	120	80	80	80	80	0	0	0	820
Phase II Roadway	430	430	430	430	380	380	380	380	380	380	380	330	4710
Phase II Drainage	80	80	80	80	40	40	40	35	30	30	30	30	595
SESC	80	80	80	60	60	60	60	60	60	60	60	60	780
Structural Plans	2315	2315	2270	2155	1735	1468	1355	1340	1183	1010	830	268	18244
Lighting/ITS/Sigs P2	2	0	2	0	2	0	2	0	2	0	2	0	12
TOTALS	2967	2985	2982	2845	2337	2028	1917	1895	1735	1480	1302	688	25161

EXHIBIT "1"
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Contract Number: RR-14-4221 **Consultant:** H.W. Lochner / HDR Engineering / Quigg Engineering

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Permitting P2	10	10	10	10	10	4	4	4	4	4	4	4	78
Cost Estimates P2	30	30	30	30	30	20	20	4	4	4	4	4	210
Prod Mnge/Doc Cntrl	120	120	120	120	120	120	80	40	20	20	20	20	920
Manage & Admin	286	286	278	266	266	266	222	168	140	132	122	97	2529
QC/QA	170	170	166	160	160	160	118	92	82	82	72	72	1504
TOTALS	616	616	604	586	586	570	444	308	250	242	222	197	5241

EXHIBIT "1"
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Contract Number: RR-14-4221 **Consultant:** H.W. Lochner / HDR Engineering / Quigg Engineering

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Structural Studies													
Roadway Studies													
Drainage Studies													
Environmntl Studies													
Permitting MP													
Lighting/ITS/Signals													
Survey													
Contractor Access													
Invest													
Public Involvement													
Cost Estimates MP													
Const. Packaging													
Coordination													
Master Plan Report													
Contract Packages													
Phase II Roadway	52	30	20										102
Phase II Drainage	30	30	20										80
SESC	60	60	44										164
Structural Plans	30	30	17										77
Lighting/ITS/Sigs P2	2	0	2										4
TOTALS	174	150	103										427

Contract Number: RR-14-4221 **Consultant:** H.W. Lochner / HDR Engineering / Quigg Engineering

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Permitting P2	4	4	4										12
Cost Estimates P2	4	4	2										10
Prod Mnge/Doc Cntrl	20	20	20										60
Manage & Admin	117	72	42										231
QC/QA	42	37	17										96
TOTALS	187	137	85										409

EXHIBIT "1"
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Contract No.: RR-14-4221 Consultant: H.W. Lochner / HDR Engineering / Quigg Engineering

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

190,303.00 (Total Work Hours from Exhibit C-2)	X	$ 48.67 (Average Hourly Rate from Exhibit C-2)	=	TOTAL DIRECT SALARY	$ 9,261,134.95

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

DIRECT REGULAR SALARY TIMES MULTIPLIER $ 25,931,177.86

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $1,173,992.65

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) $ 3,624,517.23

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) $ 3,780,372.80

TOTAL SERVICES BY OTHERS $ 7,404,890.03

D. ADDITIONAL SERVICES (Prime Consultant)

$ 3,355,166.00
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants) $ 1,035,108.00
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES $ 4,390,274.00
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) $ 38,900,334.54

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY
U of I Expert - Professor Bassem Andrawes
Meeting Room Rental
Railroad Flagger
Right of Entry Permit Fee
Railroad Track Safety Class
E-Rail Safe Training and Testing
Railroad Plan Review Fee
Surface Utility Contractor
Miovision
Environmental PID for Hazardous Waste
Specialized equipment/scanning equipment
Title Commitments
Boat
Infrared Scanning of Bridge Deck
Survey Monuments

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) $1,173,992.65

RR-14-4221

Exhibit F
Refinement to Scope of Services

Tollway Contract RR-14-4221

Tri-State Tollway
Bridge Rehabilitation / Reconstruction
Mile-Long Bridge (MP 21.5)

LHQ Tri-State Partners
H.W. Lochner, Inc./HDR Engineering, Inc./Quigg Engineering, Inc.

July 6, 2015

RR-14-4221

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INTRODUCTION

This document is a refinement to the Exhibit F Scope of Work provided by the Illinois State Toll Highway Authority for Contract No. RR -14-4221.

Master Plan and Phase II engineering services are required for engineering studies and the preparation of contract plans and specifications for proposed bridge rehabilitation and bridge reconstruction and widening of the Mile-Long Bridge (Bridge Nos. 191 and 192), in Cook County, Illinois.

The project limits will be from north of the Archer Avenue Bridge (approximate Station 1086+00, MP 20.4) to south of the 5th Avenue Cutoff Bridge (approximate Station 1193+00, MP 22.5) as shown on the Central Tri-State Tollway (I-294) Corridor Concept Study Exhibit 6.2.1 (Alignment Plans).

For the Master Plan Stage a Pre-Master Plan Memorandum, a Draft Master Plan Report and a Master Plan Report (30%) will be prepared for inclusion in a corridor wide Master Plan Report prepared by Contract RR-14-4223. For Phase II Preliminary (60%), Pre-Final (95%) and Final (100%) submittals will be prepared for up to 6 construction contracts.

The duration of the services is anticipated to begin in September 2015 and be completed by April 2020.

Items excluded from the RR-14-4221 engineering services are noted within this document and the following services are also excluded:

- Phase III Services
- Independent Value Engineering Study
- Tolling Analysis
- Design of future bikeways and/or trails along crossroads
- Design of private and public utility relocations
- Pavement design (assumed to be provided by others)
- Intersection Design Studies
- Interchange Design Studies
- Access Justification Reports
- Underwater Bridge Inspection
- Railroad track and signal work
- Items listed within the Contingency (unless or until Tollway authorizes these services)

MASTER PLAN

1. Structural Studies

1.1. Bridge & Other Structure Inspections

This project requires detailed inspection and development of Bridge Condition Reports for the Mile Long Bridges (Bridges 191 & 192), the LaGrange Road Bridges (Bridges 183 & 184), three (3) Retaining Walls (Retaining Wall #1 - MSE WALL - North of NB I-294 - East of LaGrange Rd, Retaining Wall #2 - South of SB I-294 - West of LaGrange Rd, and Retaining Wall #3 - South of SB I-294 - East of 5th Ave Cutoff), three (3) Noise Walls (Noise Wall #1 - South Parapet LaGrange Rd Bridge, Noise Wall #2 - South of SB I-294 West of LaGrange Rd, and Noise Wall #3 - North of NB I-294 West of 75th St), and six (6) overhead sign structures (TS20.75T NB, TS20.75T SB, TS21.85T NB, TS22.30D NB, TS22.50T NB, and TS22.50T SB).

All structural elements for bridges will be visually inspected. Fracture Critical Member (FCM) inspection is not required for this project. Infrared scanning of the top of bridge deck for both the Mile Long Bridge and LaGrange Road Bridge will be completed as well as visual inspection of the top of deck, parapets, and expansion joints. In addition to the center pier of LaGrange Road Bridge, ten (10) existing representative Mile Long Bridge piers will also be selected for infrared scanning. Snoopers and bucket trucks will be used to inspect the underside of the deck, superstructure, and pier caps. Ladders will be used to inspect substructure elements. Damage and condition of structural elements will be mapped, recorded, and photographed. Structure inspection will be sufficient to allow preparation of Bridge Condition Reports, and to allow decisions to be made related to reconstruction and/or rehabilitation of the structure.

In addition to the non-destructive infrared scanning, concrete coring/laboratory testing of representative portions of the existing piers will be performed to assess the current condition and long term durability of the concrete substructure. Twenty (20) concrete core samples will be obtained at representative pier locations. The following tests will be performed:

a. Compressive strength testing
b. Chloride content measurements
c. Petrographic analysis

Structure inspection of Retaining Walls and Noise Walls will be conducted so that the general condition of the walls can be assessed and any visible damage or movement can be noted. Ladders may be used to access higher sections of the walls. Inspection will generally be visual inspection and will be sufficient to allow preparation of Structure Condition Reports and to allow decisions to be made related to reconstruction and/or rehabilitation of the walls.

Structure inspection of Sign Structures will be conducted so that the general condition of the truss, sign supports, and electrical systems can be assessed and visible damage can be noted. Inspection will generally be visual inspection from the ground using binoculars if needed. Inspection will be sufficient to allow preparation of Technical Memorandum. Damage and/or deterioration will be recorded.

- Bridges :
  - Bridge 191 (NB) (016-0959) Mile Long at MP 21.50, Bridge on NHS, Entire Bridge Tollway, Length 4936.5'
  - Bridge 192 (SB) (016-0958) Mile Long at MP 21.50, Bridge NHS, Entire Bridge Tollway, Length 4936.5'
  - Bridge 183 (NB) (016-9822) I-294 over La Grange Rd. at MP 20.88, Bridge NHS, Entire Bridge Tollway, Length 181.0'
  - Bridge 184 (SB) (016-9823) I-294 over La Grange Rd. at MP 20.88, Bridge on NHS, Entire Bridge Tollway, Length 231.9'

1.1.1. Inspection Work Requirements:

- Inspection Equipment:
  - Snooper (min. 75' reach) needed for two weeks, three man crew
  - Lift Truck (60' reach) needed for three weeks, three man crew
  - One bucket van needed for four weeks, two man crew
- Certificate of Insurance for CN Railway, BNSF Railway and Metra.
- Right of Entry agreement for CN Railway, BNSF Railway and Metra.
- RR Flagging (two days for CN RR and five days for BNSF RR)
- E-rail Train Safety Training for CN RR and BNSF RR.
- Track Safety Class for CN RR and BNSF RR (half day class for each railroad).
- Coast Guard Permit/Special Form is required for Inspection over Sanitary & Ship Canal (S&SC). When inspecting over S&SC two spotters are needed with two way radio.
- Inspection notifications will be sent in advance to Forest Preserve, MWRD, ComEd, UPS, etc.
- IDOT coordination will be required for all lane closures during inspection of I-294 over LaGrange Road. Night inspection work will likely be required due to narrow shoulders.
- All lane closures on Mile Long Bridge will be in accordance with the latest Tollway lane closure guide.

1.2. Bridge Condition Reports

Bridge Condition Reports will be developed in accordance with the requirements of the current Tollway Structures Design Manual and DSE Manual, and IDOT's Bridge Condition Report Procedures and Practices. The Bridge Condition Reports will include: photos, tabulation and sketches of member damage, discussion and cost estimates of repair/rehabilitation options, plans and details showing repair/rehabilitation options, and recommendations for repairs.

Structure Condition Reports for retaining walls and noise walls will be developed to: report and document the current condition of the structures, discuss repair/rehabilitation options, provide cost estimates for various repair/reconstruction options, and recommendations for repairs.

Technical Memos of the Sign Structure conditions will be developed to summarize the condition of the existing sign structures, identify damaged members, discuss suitability of existing sign structures related to bridge repair/reconstruction options, and recommendations for repairs.

Format of Bridge Condition Reports for Mile Long Bridges (Bridges 191 & 192), and LaGrange Road Bridges (Bridges 183 & 184) :

- Administrative Data
- Construction/Repair History
- Structure Description
- Geometric – Horizontal and Vertical Clearances
- Field Inspection and Condition of Structure:
  - Bridge Approaches
    - ✓ Guardrail
    - ✓ Guardrail Terminals
    - ✓ Guard Rail Attachment
    - ✓ Approach Slabs
    - ✓ Joints
  - Bridge Superstructure
    - ✓ Parapet and/or Bridge Rail
    - ✓ Deck
    - ✓ Joints
    - ✓ Beams
    - ✓ Diaphragms
    - ✓ Bearings
    - ✓ Paint
  - Bridge Substructure
    - ✓ Abutments
    - ✓ Wingwalls
    - ✓ Slopewalls
    - ✓ Piers
    - ✓ Pier Protection (Crash Wall/Barrier, Guardrail, Guardrail Attachment & Guardrail Terminals - for any roadway under the Bridge)
    - ✓ Drainage
    - ✓ Utilities
  - Recommended Scope of Work
  - Life cycle cost analysis (LCCA) for the bridge rehabilitation and various reconstruction options
  - Summary Statement

1.2.1. Retaining Wall Reports (three reports needed)

- Retaining Wall #1 - North of NB I-294 - East of LaGrange Rd, Length 1700 ft., Starts MP 20.55 and Ends MP 20.85, MSE Wall
- Retaining Wall #2 - South of SB I-294 - West of LaGrange Rd, Length 1000 ft., Starts MP 20.90 and Ends MP 21.05, MSE Wall

- Retaining Wall #3 - South of SB I-294 - East of 5th Ave Cutoff , Length 444 ft., Starts MP 22.45 and Ends MP 22.55, Cast-In-Place Concrete Cantilever Wall

1.2.2.Noise Wall Reports (three reports needed, similar format to BCR's)

- Noise Wall #1 - South Parapet LaGrange Rd Bridge, Length 150.43, Starts MP 20.82 and Ends MP 20.85, Wood Wall on Bridge Parapet
- Noise Wall #2 - South of SB I-294 Mile Long Bridge West of LaGrange Rd, Length 916.85, Starts MP 20.90 and Ends MP 21.05, Concrete Wall on Caissons
- Noise Wall #3 - North of NB I-294 West of 75th St, Length 1,130.36, Starts MP 22.10 and Ends MP 22.35, Concrete Wall on Caissons

1.2.3.Sign Structure Report (six reports needed)

- TS20.75T, NB – Rating 3, Span Truss
- TS20.75T, SB – Rating 3, Span Truss
- TS21.85T, NB – Rating 2, Span Truss
- TS22.30D, NB – Rating 2, DMS
- TS22.50T, NB – Rating 3, Span Truss
- TS22.50T, SB – Rating 3, Span Truss

1.3. Verification of Existing MLB Structural Capacity for Supporting Construction Loadings

Structural capacity of portions of the existing Mile-Long Bridge (Bridge Numbers 191 and 192) will be verified to ensure that construction loadings can be safely supported by the existing bridge structure during staged construction. A viable and conceptual design loading will be configured based on the temporary construction loading demand and will be analyzed to ensure the adequacy of structural capacity. The bridge will be analyzed for the as-built condition in the current configuration that accounts for any deterioration.

The following bridge units are selected based on the span arrangement and material types that represent majority spans of Mile Long Bridge. The structural capacity of the following units/spans will be verified, including the superstructure and portions of the reinforced concrete piers including the pier caps and pier columns:

Unit	Spans	Superstructure Type	Anticipated Rating Software
2	4 to 6	3-span continuous – steel	AASHTOWare Bridge Rating
5	9 to 11	3-span continuous – steel (main spans)	MDX
11	30 to 33	4-span continuous – PPC	AASHTOWare Bridge Rating

Up to two supplemental continuous units are included in this scope of work.

The structural analysis will be performed in accordance with Illinois Tollway policy, the IDOT Structural Services Manual, and the AASHTO Manual for Bridge Evaluation. It is anticipated that AASHTOWare Bridge Rating (BrR) and MDX will be utilized in order to analyze these spans. BrR will be used where possible and MDX will be used for units that cannot be reasonably analyzed in BrR. A summary report will be developed detailing the structural analysis assumptions and methodology, and will include calculations for dead loads, live loads, and distribution factors. The load rating summary will include a complete framing plan and cross section detailing the current configuration of the bridge and the materials assumed in the load rating. Sketches of the piers

detailing their current configuration and material strengths assumed in the structural analysis will be included. Two piers from each superstructure unit analyzed will be evaluated.

1.4. Existing I-294 over LaGrange Road Bridge Load Rating

As part of the Bridge Condition Report deliverable, existing I-294 over LaGrange Road Bridge (Bridge Numbers 183 and 184) will be load rated for HS-20 design truck in order to evaluate the existing bridge against the Illinois Tollway's desire to accommodate the HS-20 design loading, using Load Factor Rating (LFR) methodology. The bridge will be load rated for the as-built condition in the current configuration that accounts for any deterioration.

The load rating work will be performed in accordance with Illinois Tollway policy, the IDOT Structural Services Manual, and the AASHTO Manual for Bridge Evaluation. It is anticipated that AASHTOWare Bridge Rating (BrR) and MDX will be required in order to load rate this bridge. BrR will be used where possible and MDX will be used for units that cannot be reasonably rated in BrR. A load rating summary report will be developed detailing the load rating assumptions and methodology, and will include calculations for dead loads, live loads, and distribution factors. The load rating summary will include a complete framing plan and cross section detailing the current configuration of the bridge and the materials assumed in the load rating. Sketches of the piers detailing their current configuration and material strengths assumed in the load rating will be included. Two piers from each superstructure unit rated will be evaluated.

Load rating of construction staging is not included in this task. A fatigue analysis of the steel units is not included in this task.

1.5. Bridge Type Study

A Bridge Type Study (BTS) will be conducted to determine the most appropriate structure type for the replacement of the Mile Long Bridge. The study will identify and evaluate up to 5 viable structure alternatives. The study may consider structure types for up to four different lane configurations for twin parallel structures. These configurations may include reconstruction and adding a Lane 0 to the inside (4.5' additional pavement), reconstruction with an additional mainline lane (12' additional pavement), reconstruction with an additional mainline lane and with Lane 0 (16.5' additional pavement), and a lane configuration selected by the stake holders that is limited to twin parallel structures. The study will be unique to this particular location and consider the site constraints and environmental sensitivities. The construction cost and construction impacts to traffic are primary considerations. The cost component will consider the initial structure cost as well as future maintenance and inspection costs. A design charrette will be conducted to bring together Tollway staff and key decision makers to identify and prioritize the key project issues. The study will conclude with a comprehensive report and replacement recommendation.

The elements that are anticipated to be addressed in the BTS include:

- Cost Effectiveness

Initial Construction Cost will be considered and developed with a list of major pay items and estimated quantities. Includes Life Cycle cost comparison of replacement structures over 100 year life.

- Impacts to Tollway motorists
  Narrative that references traffic impacts related to reduced lane widths, shoulder width reductions and lane reductions
- Durability
  Literature research on durability of the 5 superstructure types with narrative on conclusions and recommendations
- Alternative Contracting
  Narrative of benefits of different contracting types and applicability and constraints associated with implementation
- Superstructure Selection
  Preliminary analysis to determine girder sizing and spacing of the 5 superstructure types
- Substructure Selection
  Study of multi-column, stem wall and hammerhead pier configurations
- Foundation Selection
  Preliminary drilled shaft and piling analysis
- Span layout
  Analysis of span arrangements for 5 superstructure types
- Horizontal and vertical geometric alternatives considering constructability and design speed
  Narrative that describes the differences in horizontal and vertical alignments of the 5 superstructure types
- Right-of-Way and easement acquisition needs
  Comparative analysis of different footprints associated with the 5 structure types
- Construction Staging
  Narrative along with typical section exhibits to discuss staging alternatives.
- Construction Access
  Description of access as determined by the separate constructability team included elsewhere in project scope of work
- Temporary Construction
  Identification of girder temporary shoring needs and temp soil retention needs
- Accelerated Bridge Construction Methods
  Description of design, construction, and cost considerations associated with the evaluation of Prefabricated Bridge Elements and Systems, Lateral Slides, Self Propelled Modular Transporters
- Required Permits
  Description of necessary permits as determined by the permits team included elsewhere in project scope of work
- Constraints related to spans over the railroads
  Description of design constraints and clearances as determined by the railroad coordination team included elsewhere in project scope of work
- Constraints related to existing facilities access

Description of constraints and clearances as determined by the agency coordination team included elsewhere in project scope of work

- Constraints related to spans over the Chicago Sanitary and Ship Canal and the Des Plaines River
  Summary of findings related to temporary and permanent clearance requirements as determined by agency coordination team from coordination with coast guard and other agencies
- Potential Utility Relocations
  Description of constraints and potential conflicts of the proposed structure with existing utilities as determined by the utility coordination team included elsewhere in project scope of work
- Aesthetics
  Description of aesthetic options associated with each structure type. Specific color and texture configurations are not included
- Construction Duration for Each Superstructure Alternative
  Quantification of structural materials and coordination with construction schedulers to determine project duration
- Rationale for chosen alternative
  Summary of findings from the study and recommendation of structure type based on weighted ranking of decision factors
- Exhibits
  Includes up to 20, 11x17 exhibits for up to 5 alternatives.

The following elements are excluded from this Bridge Type Study scope:

- Aerial LIDAR scan of the top side of the bridge. The aerial LIDAR scan will be provided by the Tollway.
- Structures other than the Mile-Long Bridge.

1.6. Structural Type Study for Adjacent Impacted Structures

A structural type study will be conducted to determine the construction impact and total cost to modify or reconstruct the adjacent structures due to the reconstruction of the Mile Long Bridge. This study will be consistent with the scope of Bridge Type Study for the Mile Long Bridge in that the impacts studied are defined by the proposed Mile Long Bridge alternatives. The anticipated impacted structures are the I-294 over LaGrange Rd Bridge, retaining walls, noise walls, sign structures and box culverts. The study will consider layouts for up to four different lane configurations identified in the scope of Bridge Type Study. The study will consider site constraints and environmental sensitivities. The construction cost and construction impacts to traffic are primary considerations.

1.7. Type Size & Location Plans

A Bridge TS&L will be developed following the acceptance of the Bridge Condition Report and Bridge Type Study. The TS&L will be developed in accordance with the latest Tollway Structure Manual and IDOT Bridge Manual. A Structural Geotechnical Report will accompany the TS&L.

TS&L Plans will be produced for the following structures:

1. Reconstruction of Mile Long Bridge
    a. 5 lanes and lane 0,
    b. Limits assumed as Sta. 1288+17 to Sta. 1337+52
    c. 31 spans
    d. 30 piers
    e. 2 open abutments
    f. Dual bridges separated by longitudinal joint
    g. 8 drawings assumed
    h. Utilize preliminary girder analysis from bridge type study for girder depths and develop girder spacing refinements
    i. Define bridge geometry back to back of abutments and out to out width of bridge.
    j. Evaluate construction staging and show stage construction typical bridge section
    k. Review SGR and incorporate foundation recommendations
    l. Cost analysis
    m. Analysis of temporary works and shoring needs
2. Retaining Wall
    a. Retaining Wall #2 - Along SB lane between Mile Long Bridge and LaGrange Rd. - 1000 ft

2. Roadway Studies

2.1 Roadway Studies

This work shall consist of reviewing and evaluating the alternatives presented in the Corridor Concept Study. This will include development and analyses of the four alternatives along mainline: adding a Lane 0 to the inside (4.5' additional pavement), reconstruction with an additional mainline lane (12' additional pavement), reconstruction with an additional mainline lane and with Lane 0 (16.5' additional pavement), and a lane configuration selected by the stake holders that is limited to twin parallel structures.. The proposed limits being considered in the study are Sta 1086+00-Sta 1193+00, as shown on the Central Tri-State Tollway Concept Study. These mainline limits include the I-294 at 75th Street / Willow Springs Road interchange and bridge over LaGrange Road. Local road limits below the bridge include UPS Way, Santa Fe Drive and MWRD access roads. Below are tasks that are associated with this work

2.1.1 Data Collection and Review Tollway Requirement

Collect and review existing plans as it relates to the alternates and limits of the mile long bridge and adjacent 75th Street/Willow Springs Road interchange and bridge over

LaGrange Road. This work will also evaluate roadway geometrics relative to ISTHA Criteria, including mainline, ramp entrance and exit standards.

2.1.2 Establish Horizontal/Vertical Alignments

Review existing horizontal and vertical alignments as they relate to the mile long bridge and roadways underneath and adjacent, mainline, LaGrange Rd, 5th Ave cutoff, Sante Fe Drive and 75th Street/Willow Springs Road interchange.

Assume 4 alternates to be developed and reviewed.

2.1.3 Typical Sections Existing/Proposed

Develop concept level existing and proposed typical sections at key roadway locations which relates to the alternates considered to the mile long bridge. These include mainline, 75th Interchange, UPS Way, Santa Fe Dr & MWRD Access Roads.

Assume 4 alternates and 2 sections for each roadway segment.

2.1.4 Maintenance of Traffic Studies

These hours will be used for the development of Maintenance of Traffic plans for the mainline and crossroads to be included in the Concept Report (30%). Staging studies will include preparation of exhibit sheets and staging studies.

Assume 4 alternates to be developed and reviewed.

2.1.5 Pavement Marking/Signing Concept

Plan view layout of 1"=100' scale concepts are anticipated for the above described limits. Concepts of signing and pavement marking will include the mainline limits and signing necessary for the local access ramps and roads

2.1.6 Barrier Warrant Analysis

It is assumed there will be two submittals (draft and final) of the Barrier Warrant Analysis. Since TSL's are being performed during the Master Plan development, it will be necessary to evaluate barrier warrants with different concepts/alternates. They will be refined and finalized during Phase II design plan development.

2.1.7 Existing and Proposed Plan View

Existing and proposed plan views will be created along the limits as stated above for the mile long bridge. This will also include 75th Street / Willow Springs Rd interchange ramps and local access Roads. Exhibits for Informational Meetings will also be prepared.

2.1.8 Existing and Proposed Cross Sections (Surface Only)

Working design cross sections will be developed along mainline, 75th Street / Willow Springs Rd interchange and Local Access Roads.

Assume 4 alternates will be evaluated

2.1.9 Quantities & Cost Estimates

Compute concept quantities for development of cost estimates for the master plan. Calculations will include review quantities for up to 4 alternates if necessary. Consolidation of quantities from subs is included. Costs for roadway items only will be developed.

Report Writing

This work will include providing roadway related write-ups for inclusion to the overall master plan write-up performed by Contract RR-14-4223.

2.2 Traffic Studies

The operations of traffic on the Mile Long Bridge are currently influenced by the following access ramps:

Northbound	Southbound
Exit to 75th Street	Exit to 75th Street
Entrance from 75th Street	Entrance from 75th Street
Exit to NB I-55	Entrance from WB Archer Avenue
	Entrance from SB LaGrange Road

A number of alternatives are considered for the future conditions. They include the 75th Street access ramps to remain as is and the creation of a Collector-Distributor in the southbound direction for the WB and EB Archer Avenue entrances. Other options include adding a northbound entrance from WB Archer Avenue, and adding northbound exit and entrance ramps at Cork Street, with or without a Collector-Distributor, for a total of five alternatives.

2.2.1 Operational Analysis

Analyses will be performed for existing conditions and for each of the future alternatives. Data will be collected to confirm and verify travel patterns in year 2015 as compared to historical data. MioVision video data collection will be utilized to collect 24-hour traffic. The Average Daily Traffic and peak hour volumes (a.m., p.m. and mid-day) will be extracted from the data. The adjacent land uses are freight and industrial mixed with residential. The freight and industrial traffic generally has a high-mid-day peak with high truck percentages versus typical a.m. and p.m. peaks. It is suggested to evaluate the mid-day high truck volume peak to ensure safety and to determine if there is a delay from mid-day that influences the p.m. peak. Traffic will be coordinated with CMAP and projected to the build year and year 2040. Traffic will be distributed and re-assigned based on the future access improvements proposed at Archer Avenue and Cork Street. Utilizing HCS 2010 capacity analyses will be performed. The analyses will include mainline, merge, diverge, and weaving. The resultant level of service (LOS) and volume to capacity ratios will be presented.

2.2.2 Traffic Model

A traffic model of the Build Year and the 2040 Year operations of the preferred alternative will be prepared. Vissim will be utilized to visually portray the expected operations and capacity of the improvement.

2.2.3 Documentation

A report summarizing the data collection process, analysis performed, findings and recommendations will be prepared. Figures and exhibits will be prepared to clearly depict in table format and visually the LOS and volume to capacity ratio, and the preferred improvement.

2.2.4 Toll Plaza Study

With the addition of new and revised access a toll plaza study is necessary. The toll plaza study will identify the existing toll collection facilities and will determine if the new access points require toll collection.

2.2.5 Meetings

Meetings will be held with ISHTA staff to review the findings. Coordination will also need to be had with adjacent contracts to ensure assumptions and projections are consistent. This task assumes up to 6 meetings. Two team members will attend all meetings. Agendas, attendance roster, and meeting minutes will be prepared for each meeting.

3. Drainage and Hydraulic Studies

3.1. Phase 1 Drainage and Hydraulic Reports

Pre-Concept Drainage Report

- A Pre-Concept Drainage Report will be prepared meeting the submittal requirements described in Section 15.1 and Appendices E and F of the ISTHA Drainage Design Manual for the Pre-Concept (Master Plan) Submittal and as described in this scope of services.

- The approximate project limits considered for the Pre-Concept Drainage Report are from approximately Mile Post 20.4 (Station 1086+00, North of Archer Avenue) to Mile Post 22.5 (Station 1193+00, South of the 5th Avenue Cutoff Bridge over I-294). The Pre-Concept Drainage Report will also a pre-conceptual review of the existing conditions on LaGrange Road (US 45) from approximately 1000' north of the I-294 centerline to approximately 1000' south of the I-294 centerline. The development of proposed concept drainage plans on LaGrange Road is considered a contingency item.

- Additional clarifications and exceptions for Tasks 1 through 12 of the Pre-Concept Drainage Report are summarized below:

Task 1: General Location Drainage Map

The scope of work will be in accordance with Task 1 as described in the "Tollway Drainage Design Manual Appendix E, Scope of Concept Drainage Report".

Task 2: Existing Drainage Plan

The scope of work will be in accordance with Task 2 as described in the "Tollway Drainage Design Manual Appendix E, Scope of Concept Drainage Report" with the following clarifications, limitations and exceptions:

- LiDAR supplied by the Tollway will be the primary source of existing contour mapping.
- The Tollway will provide existing drainage studies for review that indicate the location and design parameters of the existing detention facilities (Drainage study for CIP-671A as described in the Corridor Concept Study and other applicable studies).
- The review of the existing drainage systems on the local streets under the bridge (Santa Fe Drive/75th Street and UPS Way) will be limited to a distance of approximately 200' feet outside of the existing ROW or existing easements. The review of the existing conditions on LaGrange Road (US 45) will be limited to a distance of approximately 1000' north of the I-294 centerline to approximately 1000' south of the I-294 centerline.
- The review of the existing drainage system for the UPS facility and the railroad yards (outside of easement areas required for the bridge construction) is not included in the scope of services

Task 3: Identified Drainage Concerns

The scope of work will be in accordance with Task 3 as described in "Tollway Drainage Design Manual Appendix E, Scope of Concept Drainage Report" with the following clarification, limitations and exceptions:

- The scope/limits of review for this task on are based on the existing drainage system review limits described in Task 2 above.
- Formal meetings with local agencies are not included with the Pre-Concept submittal. It is anticipated that formal meeting will be held during the Concept design phase.

Task 4: Identified Base Floodplains

The scope of work will be in accordance with Task 4 as described in "Tollway Drainage Design Manual Appendix E, Scope of Concept Drainage Report" with the following clarification, limitations and exceptions:

- The floodplain limits for the Chicago Sanitary and Ship Canal will be based on information contained in the MWRD Detailed Watershed Plan (DWP) for the Lower DesPlaines River Watershed (February 2011) due to the Zone A estimates contained in the current FEMA maps for the canal. The information from the DWP will also be used to supplement the FEMA data for the DesPlaines River.

Task 5: Bridges and Culverts

The scope of work will be in accordance with Task 5 as described in Tollway Drainage Design Manual Appendix E, Scope of Concept Drainage Report" with the following clarification, limitations and exceptions:

- The pre-concept studies for the crossings of the DesPlaines River, the Sanitary and Ship Canal and the I&M canal are assumed to be included as Appendix material in the pre-concept and concept drainage reports. The Pre-Concept studies for these crossings will focus on an evaluation of natural and existing conditions. The Phase 2 hydraulic reports for these crossings will be developed as unique deliverables.

- A detailed proposed conditions analysis for these major culverts is not included in the scope of the Pre-Concept report (not required per Appendix F of the ISTHA Drainage Design Manual).
- A total of 7 major culverts were assumed for review and analysis. This total includes the 3 major culvert crossings under I-294 within the project limits as identified in the Corridor Concept Study and an estimate of 4 major culverts located within the 75th Street interchange and along the entrance ramp to SB I-294 from Archer Avenue.
- A detailed proposed conditions analysis for these major culverts is not included in the scope of the Pre-Concept report (not required per Appendix F of the ISTHA Drainage Design Manual).

Task 6: Design Criteria

The scope of work will be in accordance with Task 6 as described in Tollway Drainage Design Manual Appendix E, Scope of Concept Drainage Report".

Task 7: Outlet Evaluation

The scope of work will be in accordance with Task 7 as described in the "Tollway Drainage Design Manual Appendix E, Scope of Concept Drainage Report" with the following clarification, limitations and exceptions:

- Detailed recommendations for each outlet such as concept outlet improvement plans or analysis required for utilization of an alternate outlet are not included in the scope of work.
- The report will not include a narrative summary of the performance of each individual outlet or corresponding drawings related to each outlet. The results of the evaluation will be provided in a table format only.

Task 8: Stormwater Detention Analysis

The scope of work will be in accordance with Task 8 as described in the "Tollway Drainage Design Manual Appendix E, Scope of Concept Drainage Report" with the following clarification, limitations and exceptions:

- Storage volume will be estimated based on project drainage design criteria using charts in Appendix G of the Tollway Drainage Design Manual for initial pre-concept estimates. Prepare summary tables for the 4 typical section alternatives described in the Corridor Concept Report.
- Refined concept size and location drawings for detention facilities are not included in the scope of work for the pre-concept report.
- Estimated storage volumes will be coordinated with the Master plan team and DCM for potential use of a regional storage basin (79th Street basin described in the Corridor Concept Report assumed as potential regional storage basin).
- It is assumed that the infields at the 75th Street/Willow Springs Road interchange can be modified for additional storage volume.
- The development of control structure schematics will not be included in the scope of work.

- The required amount of water quality volume treatment will be estimated for the four (4) typical section alternatives described in the Corridor Concept Report.

Task 9: Right of Way Analysis

The scope of work will be in accordance with Task 9 as described in the "Tollway Drainage Design Manual Appendix E, Scope of Concept Drainage Report".

Task 10: Drainage Alternatives

The scope of work will be in accordance with Task 10 as described in the "Tollway Drainage Design Manual Appendix E, Scope of Concept Drainage Report" with the following clarification, limitations and exceptions:

- The evaluation of drainage alternatives is based on a qualitative analysis of feasible concepts.

Task 11: Local and other Agency Coordination

The scope of work for Task 11 will include only the following item as it is considered as "Non-applicable for a pre-concept drainage report per Section 15.1 of the "Tollway Drainage Design Manual Appendix E, Scope of Concept Drainage Report" :

- Data regarding local and other agency drainage problems, issues and concerns will be collected and briefly summarized in the report.
- Assume one coordination with the USACE during pre-concept design.

Task 12: Proposed Drainage Plan

The scope of work will be in accordance with Task 12 as described in the "Tollway Drainage Design Manual Appendix E, Scope of Concept Drainage Report" with the following clarification, limitations and exceptions:

- Proposed drainage plan sheet exhibits will be prepared for no more than two (2) of the major typical section alternatives (Alternatives 2 and 4 assumed for exhibits) described in the Corridor Concept Report. A qualitative summary (tables and narrative) will be provided for the other two alternatives.
- A detailed hydrologic and hydraulic analysis for proposed sewers, scuppers and downspout piping will not be included in the scope of work for the pre-concept report. Only a pre-conceptual layout will be provided.
- A detailed hydrologic and hydraulic analysis for ditches/swales and BMPs will not be included in the scope of work for the pre-concept report.

Task 13: Floodplain Encroachment Evaluation

The scope of work for Task 13 will include only the following items:

- Obtain and review the available roadway plan, profile and cross section and flood insurance study data as well as data from the MWRD Detailed Watershed Plan (DWP) for the Lower DesPlaines River Watershed.
- Review the proposed work and provided very general recommendations for ways to avoid or minimize significant encroachments.

- Perform a general qualitative evaluation of the extent and degree of encroachments.

Task 14: Permits

The scope of work for Task 14 will include only the following item:

- Identify the appropriate permits that will be required and summarize in a table format in the report.

Task 15: Report Assembly

The scope of work will be in accordance with Task 15 as described in the "Tollway Drainage Design Manual Appendix E, Scope of Concept Drainage Report".

Concept Drainage Report

- A Concept Drainage Report will be prepared meeting the submittal requirements described in Section 15.1 and Appendices E and F of the ISTHA Drainage Design Manual for the Concept Submittal and as described in this scope of services.

- The project limits for the Concept Drainage Report are the same as the Pre-Concept Drainage Report.

- The development of proposed concept drainage plans or a Location Drainage Study for LaGrange Road is considered a contingency item.

- The Pre-Concept drainage report will be updated to a Concept Drainage Report based on the selected roadway typical section alternative for the project limits. Proposed drainage plans and analysis related to typical section alternatives that are no longer being considered within the project limits will not be included in the Concept Drainage report.

- A detailed hydrologic and hydraulic analysis for proposed sewers, scuppers and downspout piping will not be included in the scope of work for the Concept report. A conceptual layout will be provided. The detailed analysis will be provided in Phase 2 design.

- A detailed hydrologic and hydraulic analysis for the proposed detention facilities will not be included in the scope of work for the Concept report. A conceptual layout will be provided. The detailed analysis will be provided in Phase 2 design.

- A detailed hydrologic and hydraulic analysis for ditches/swales and BMPs will not be included in the scope of work for the Concept report. A conceptual layout will be provided. The detailed analysis will be provided in Phase 2 design.

Hydraulic Reports

Three hydraulic Reports will be prepared for crossings of the Mile Long Bridge over the DesPlaines River, Chicago Sanitary and Ship Canal and the Illinois and Michigan (I&M) Canal.

The pre-concept studies for the crossings of the DesPlaines River, the Sanitary and Ship Canal and the I&M canal are assumed to be included as Appendix material in the pre-concept and concept drainage reports. The Pre-Concept and Concept studies for these crossings will focus on an evaluation of natural and existing conditions. The hydraulic reports will be separate deliverables in Phase 2 design for use in coordination with and review from with the various permitting agencies.

It is assumed that a maximum of three (3) proposed 3 span arrangements will be analyzed for each structure. A temporary cofferdam analysis will be evaluated for the final selected span arrangement.

It is assumed that the use of existing hydraulic models and information documented in the MWRD Detailed Watershed Plan for the Lower Des Plaines River Watershed (February 2011) will be used for the development of the hydraulic modeling for the DesPlaines River and the Sanitary and Ship Canal. The DWP notes the use of an unsteady state HEC-RAS model for the DesPlaines River and the Sanitary and Ship Canal. It is assumed that these unsteady models will be used for the analysis at these two (2) crossings.

The I&M canal is located in a Zone A floodplain. It is assumed that a steady HEC-RAS model will be used for the hydraulic analysis. The development of proposed floodway limits for the I&M canal is not included in the scope of services. The entire floodplain will be considered as regulatory floodway.

4. Environmental Studies

4.1. Environmental Studies Inventory Sheets (ESIS) I & II

The ESIS process serves as a summary and checklist to ensure potential impacts to resources are not over looked. Part I is submitted as part of the conceptual design submittal (30%). Part II is submitted twice, initially as part of the Preliminary Engineering (60%) submittal and again as part of the Pre-Final plans (95%). This task includes the following:

Conduct background research for a preliminary determination as to the potential for biological resources to exist within the vicinity of the project. Background research shall include examination of the following, where available and appropriate:

- aerial photographs
- hydrologic atlas maps
- USGS topographic maps
- NRCS soil maps
- plat atlases
- large scale community maps which indicate parks and preserves
- Forest Preserve maps
- NWI and County ADID maps
- Directory of Illinois Nature Preserves

- review of IDNR's Biologically Significant Stream database
- review of IEPA's impaired waters and TMDL status database
- potential for protected species (EcoCAT and USFWS website)
- potential for historic or cultural resources
- potential for floodplain or floodway impacts
- records search and site visits as part of Phase I Environmental Site Assessment

Task includes conduct a field visit with three environmental specialist (a biological, cultural, hydrologic specialist) to field verify areas of concern identified in desktop survey and identifying other areas that possess grasslands, prairies, savannas, woodlands, ponds, streams, wetlands, ditches, and areas which have the potential to be INAI sites, IDNR properties, nature preserves, etc. Photographs and other applicable documentation of these resources shall be taken and documented with date, resource, and location.

Deliverables

- ESIS Part I Form
- ESIS Part II Form

4.2. Environmental Evaluation Document (EED)

Environmental Evaluation Document (EED)

This project level requires the preparation of an Environmental Evaluation Document (EED) accompanying a Concept Master Plan for the Mile long Bridge project. The report will be prepared following the requirements found in the Tollway Environmental Manual Section 5.C. The Tollway has tasked the LHQ Tri-State Partners with determining and evaluating potential environmental impacts of the proposed projects. The EED will be the document used to determine and evaluate potential project impacts. The EED will also serve as the project's environmental documentation, with technical memorandums, for coordination with regulatory and resource agencies. This task includes preparing a preliminary and final report to be coordinated with the Tollway Project Engineer and Environmental staff. The sections of the EED that will be prepared that address project milestones are:

1. Purpose of the Project (This section of the EED will describe the proposed project, including the project limits and how those limits were determined, identification and description of the problem (s) the proposed improvement is addressing (operational issues, structure issues, etc.), and the objective of moving forward with an engineering and environmental analysis that addresses the project purpose). Estimate also includes working with the Public Involvement team to determine stakeholder needs.

2. Existing Conditions (This section will discuss land use, natural resources, public lands, special waste, cultural resources, noise and air issues and environmental justice).

3. Alternatives (a discussion of the 4 alternatives identified in the Corridor Study to be carried forward and how these alternatives meet or do not meet the project purpose and need).

4. Environmental Impacts (an impact matrix will be prepared along with a discussion of environmental resource impacts, constraints and potential avoidance and mitigation recommendations).

5. Recommended Action (This section will identify the preferred alternative to be carried forward, potential impacts, avoidance and minimization measures, mitigation of impacts, and commitments).

6. Coordination (This section will discuss the public, municipality, and agency coordination that has occurred . It will summarize milestones and dates of coordination points and decisions, summarize public involvement activities and need for ongoing coordination past the approval of the EED. Meeting minutes and correspondences will be included in this section.

7. Exhibits

- The EED will also contain exhibits containing the following:
- Location map.
- Environmental constraints (existing conditions):
- Feasible and prudent alternatives: Estimated 4 alternatives x 1 exhibit /Alternative
- Recommended alternative with impacts shown: Estimated 1 exhibit
- Environmental impact matrix: Estimated I matrix comparing 4 alternates and 1 matrix depicting the preferred alternative. Estimated 2 matrices.
- Appendices with Technical Memorandums for Wetlands; Streams Lakes and Waterway Memorandum; Biological Resources; Publically Owned Recreational Property Memorandum; Cultural Resources' Memorandum; Special waste including a Phase I Environmental Site Assessment, a Phase II Environmental Site Assessment and a Soil Management Memorandum; Traffic Noise Technical Memorandum; Air Quality Technical Memorandum; and a Property Takes Memorandum. See tasks below for each memorandum.

This task also includes 5 meetings with Tollway staff to reach consensus on EED milestones. Meetings to address specific issues in each technical area requiring the preparation of technical memorandum are addressed under the tasks listed for each of the memorandums listed above.

Wetlands Delineation Report

It is anticipated that wetlands will be documented in the ESIS I process based on NWI and aerial map observations. A Wetland Technical Memorandum will be prepared to document wetland findings, anticipated impacts and propose a course of action as to any further wetland studies or permit actions.

LHQ assumes impacts potential impacts to wetland to be extensive enough to require a Wetland Delineation Report, based upon anticipated impacts due to the construction of piers, boring locations and storm water discharges during construction. Wetland delineations will be performed in accordance with the 1987 ACOE Wetland Delineation Manual, Midwest Region. Upon completion of the wetland delineation, a Wetland Delineation Technical Report will be prepared that will include all information required by the USACE, IDNR, and IEPA for permitting purposes. The report will include the wetland delineation location, photographs, a quality assessment of the wetlands present utilizing Swink and Wilhelm's floristic quality methods, avoidance and minimization measures, and the anticipated impact.

Tasks:

- Conduct field delineations using ACOE forms to identify size and wetland type with the study limits and provide GPS or survey coordinates of wetland boundaries for placement in plan documents.
- Conduct desktop review of hydric soil locations using the NRCS web soil survey mapper for the presence of additional hydric soils, preparing aerial maps for field use, and consulting the latest National Wetland Inventory Maps.
- Establish an FQI for all delineated wetlands
- Provide a Wetland Technical Memorandum based on information collected in the ESIS I process Estimate
- Provide Wetland Delineation Report that includes a wetland resources map/aerial of all wetlands and their boundaries and photographs of each wetland
- Attend meetings with regulatory agencies to develop mitigation strategies for unavoidable impacts. Actual mitigation agreements will be developed by the Tollway with input from LHQ team.

Clean Water Act Permit Section 404

See scope section on Permitting Master Plan and Permitting Phase 2.

Floodway Permit

See scope section on Permitting Master Plan and Permitting Phase 2.

Coast Guard Permit

See scope section on Permitting Master Plan and Permitting Phase 2.

Streams, Lakes and Waterways Memorandum

A memorandum will be prepared in accordance with Section 6.4.7 of the Environmental Studies Manual.

Prepare a Memorandum of Findings Memorandum and Biological Resources Memorandum

LHQ will follow the requirements of the following Federal and state regulations:

- Wild and Scenic Rivers Act of 1968
- U.S. Endangered Species Protection Act of 1972
- The Fish and Wildlife Coordination Act
- Section 6(f) of the Land and Water Conservation Fund Act (LAWCON)
- Illinois Natural Areas Preservation Act of 1981
- Illinois Executive Order No. 7, Protection of Endangered Species and Natural Areas, 1985
- Illinois Endangered Species Protection Act of 1972

- MOU with the Illinois Department of Natural Resources (IDNR) entitled "Natural
- Resource Review and Coordination Agreement Between IDNR and the Tollway"

Tasks:

- Determine the presence of biological or natural resources within the project area based upon background research and field observations. Land use in the project area will be examined for:

  - grasslands or prairies
  - savannas
  - woodlands
  - ponds/lakes/wetlands
  - streams
  - ditches
  - windrows/hedgerows
  - greenways
  - Biologically Significant Streams
  - Illinois Natural Areas and Nature Preserves
  - Impaired Waters under Section 303(d) of the Clean Water Act
  - waterways with developed total maximum daily loads (TMDLs)

Upon completion of the desktop review and field verification a Memorandum of Findings will be prepared in accordance with Section 6.2.6 of the Tollway Environmental Manual, including an exhibit depicting cover type mapping.

- Conduct a tree survey in accordance with Tollway Tree Policy. Data will be collected on species, diameter breast height (DBH), health, and structure. Trees will be tagged in the field and locations will be surveyed in. A technical report summarizing the results of the survey will be provided.
- Conduct field reconnaissance surveys for Federal and State Threatened and Endangered species. Task includes conducting a Phase I Summer Bat Habitat Survey utilizing USFWS Summer Bat Habitat Survey Guidelines for the Indiana bat (Myotis sodalis) and the Northern Long eared bat (Myotis septentrionalis) and preparation of a Biological Resource Memorandum.
- Update the EcoCat.

<u>Prepare a Publically Owned Recreational Property Memorandum.</u>

The Central Corridor Concept Study identified 1 INAI site (Santa Fe Prairie) and Cook County Forest Preserve Property along the I&M Canal (Belly Deep Slough) within the Mile Long Bridge study limits. The following are the tasks for the Public Lands Analysis

Tasks:

- Conduct a site investigation.

- Determine ownership of public lands.

Deliverable:

- Prepare a Publically Owned Recreational Property Memorandum in accordance with section 6.3.5 of the Tollway Environmental Manual. The memorandum will include a precise location map, a brief description of the property, what the use is, and how the public recreation could be impacted by the proposed project. Total area (in acres) which will be impacted, percent area impacted of the total parcel, and identification of the types of impacts(including access or parking) should be discussed. In addition, the section will discuss a minimization and avoidance options discussion to minimize impacts to the property. The Tollway manual points out that a decision on avoidance may not be possible at this point in project development, but avoidance possibilities should be examined. This memorandum will present such scenarios. Time also includes 2 meetings with FPDCC.

It is anticipated this memorandum will be coordinated by the Tollway staff with the Cook County Forest Preserve District, IDNR, Coast Guard and the Department of Interior for the project effects on the I & M Canal and Belly Deep Slough.

Prepare Cultural Resources Memorandum

The location and extent, if any, of public or private architectural, cultural, historical, and archaeological resources within the project area based on background research and field observations will be determined. This activity will follow Section 106 of the National Historic Preservation Act, Illinois State Agency Historic Resources Preservation Act, Illinois State Archaeological & Paleontological Resources Protection Act (1989) Illinois State Human Skeletal Remains Protection Act, Section 404 of the Clean Water Act, and the Illinois Tollway Environmental Manual (March 2015).

Tasks:

- Coordination with IL Tollway
- Coordination with IHPA and USACE (as directed by IL Tollway)
- GIS exhibits
- Archaeology Phase Ia, preparation and submission of Area of Potential Effect (background research and APE)
- Archaeology Phase Ib (field survey)
- Architectural background research and survey
- Architectural report (site, forms, etc.)
- Prepare Draft and Final Cultural Resources Memorandum
- Assumptions:
- No Section 106 analysis or report is included.
- No determinations of eligibility are included.
- Will not conduct any tribal consultation
- No impacts or mitigation plans is included.
- No geoarchaelogical survey or reporting is included.
- Deliverables:

- Phase I Archaeological Studies
- Cultural Resource Memorandum (One draft, one final)

Special Waste/CCDD

The project corridor will be investigated for the presence of hazardous or special waste on properties according to applicable federal and state regulations. The task will include identifying recognized environmental conditions (RECs) or potentially impacted properties (PIPs) and evaluating potential contamination in these areas.

Tasks:

- Prepare Phase I Environmental Site Assessment (ESA) in accordance with the latest ASTM standard.
  - Database Search
  - Site Reconnaissance
  - Identification of RECs/PIPs for Phase II study
  - Prepare Phase I ESA report
  - Complete initial soil balance assessment based on information prepared by other disciplines
  - Coordination with IL Tollway

- Prepare Phase II ESA
  - Review of testing plan prepared by Geotechnical Engineers
  - One staff member accompany Geotechnical Engineer during environmental borings
  - Analysis of up to 50 environmental soil boring logs and laboratory analysis report prepared by Geotechnical Engineer
  - Preparation of Phase II ESA
  - Coordination with IL Tollway

- Prepare Soils Management Memo based on information prepared by other disciplines

Deliverables:

- Phase I Environmental Site Assessment
- Phase II Environmental Site Assessment
- Soil Management Memorandum

Prepare Traffic Noise Technical Memorandum and Report

Noise sensitive land uses will be identified and traffic noise impacts evaluated in accordance with the Tollway Environmental Studies Manual. The results of the analysis will be presented in a Technical Memorandum for inclusion in the ESIS Part 1. As required a determination will be made regarding whether or not noise abatement will be considered/required using the criteria found in the Manual. The final results of the analysis will be documented in a Technical Memorandum and included with the ESIS Part 2 form. If necessary, this information will be adapted for inclusion in an Environmental Evaluation Document (EED).

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Prepare an Air Analysis Technical Report'

The air analysis will be conducted as follows:

- Compile project data, mapping and traffic
- Determine attainment status of project area
- Coordinate completion of the ESIS form
- Coordinate with IDOT to perform CORSIM analysis of worst intersection
- Attain MOVES2014b input data from CMAP/IDOT
- Produce project emission rates with MOVES2014b
- Perform Carbon Monoxide hot-spot analysis along I-294
- Consider project's effect on Particulate Matter
- Consider project's effect on MSATs
- Compile results in Technical Report
- Coordinate submittal of draft Technical Memorandum
- Review comments on draft Technical Memorandum and revise memorandum
- Coordinate submittal of final Technical Memorandum

Prepare a Property Takes Technical Memorandum

Identify and document the necessary property acquisition, as part of the Environmental Evaluation Document (EED). Property address, type, ownership and type of acquisition (easement/full acquisition/easement, etc.) will be identified.

Deliverables: List of properties and associated text for EED. One GIS exhibit showing properties.

Prepare a Landscape and Erosion and Sediment Control Memorandum

The task involves determining the potential impacts of the project on the existing landscape in the project area by taking into account Tollway policy and the requirements of other regulatory agencies, as necessary. A determination will be made determine best management practices (BMPs) needed to mitigate the impacts and to restore, preserve, and protect the existing vegetation in the project area. The memorandum will cover existing landscape elements, areas to preserve, BMPs for erosion control, permanent BMPS for volume and treatment of discharges per Tollway and agency requirements, proposed landscape measures and mitigation plantings.

Task includes conducting a site analysis in order to collect the necessary information regarding:

- any special off-site areas requiring protection
- information regarding the existing natural landscape and vegetation conditions
- type of soils
- special designation areas
- existing streams, lakes, waterways, wetlands, and drainage facilities in the project area
- hydrologic drainage area boundaries

- existing utilities

Deliverable:

Landscape, Erosion and Sediment Control Memorandum containing sections on

a. Title

b. Purpose and Executive Summary

c. Site location map

d. Methodology

e. Results

f. Discussion/Recommendations/Conclusions

g. Exhibits- A preliminary concept plan depicting potential landscape areas and BMPs.

Water Quality Best Management Practices

Evaluate and recommend concept level water quality Best Management Practices that can be implemented within the project limits to minimize the potential for water quality degradation. This information will be presented in a Technical Memorandum and reflected on the concept level design documents. As part of this task, a pollutant loading analysis will be performed to help determine/identify the post construction BMPs that will be incorporated in to the plans.

5. **Permitting- Master Plan**

The project will require the application and submittal of numerous State and Federal permits as required under the following regulations:

- Rivers and Harbors Act of 1899
- National Flood Insurance Act of 1968 / National Flood Insurance Program
- National Wild and Scenic Rivers Act of 1968
- Clean Water Act
- Flood Disaster Protection Act of 1973, as amended
- Illinois' Rivers, Lakes and Streams Act, administered by the DNR-OWR
- Metropolitan Water Reclamation District

During the Master Plan Phase it is likely that pre-application/fact finding meetings with a number of agencies will be completed to verify understandings regarding the expected permitting process and expectations of each of the agencies in regards to application format and content. We are assuming meetings or conference calls will be held with the following agencies, at a minimum: USACE, IEPA, MWRD, USFWS, IDNR –Threatened and Endangered Species staff and IWPA staff.

See Section 106.2 Permitting Phase 2 for additional scope information for permitting.

6. Lighting/ITS/Signals Master Plan

The DSE will perform lighting and ITS studies for the existing lighting systems and proposed lighting photometrics including summarizing into an overall report for mainline stations 1086+00 to 1193+00. This task also includes meetings as required.

6.1.1 Existing Lighting

The existing lighting throughout the project limits will be determined. All potential conflicts between the existing lighting and the proposed improvements will be determined. Investigate if existing lighting can be reused for Temporary lighting during construction. Budgetary construction costs for temporary lighting and removal of existing lighting will be determined.

- Identify Existing Lighting
- Identify Potential Conflicts and Impacts
- Use for Temporary Lighting based on MOT

6.1.2 Photometric Analysis

Proposed photometric calculations will be performed in accordance with Illuminating Engineers Society of North America (IESNA) American National Standard Practice for Roadway Lighting (RP-8-00) and the Illinois Guidelines for Roadway Illumination (March 2015). Calculations will be performed for the following:

- Temporary Roadway Lighting
- Proposed Mainline (Alternatives 2 thru 4 from the Corridor Concept Study plus an additional alternative still to be determined the Tollway)
- 75th St. Interchange
  - Northbound and Southbound Ramps
  - Toll Plaza 34A and 34B
- Westbound Archer Avenue Ramp to Southbound I-294 (from ramp split at westbound Archer Avenue to northbound LaGrange Road)
- Proposed Underpass Lighting
  - Northbound I-294 ramps (i.e.; 75th St./UPS Way) under I-294
  - Santa Fe Drive
  - US Rt. 45 (Potential Tunnel Lighting)

6.1.3 Conceptual Layout and Report

Based off of the results of the photometric calculations, a conceptual layout of the proposed light poles and underpass luminaires will be performed to determine the quantity of proposed equipment required. A report summarizing the photometric results will be created and compared with required lighting standards. Budgetary construction costs will be determined for each scenario.

6.1.4 ITS Studies

The DSE will perform studies for the existing, interim and proposed ITS infrastructure. It is assumed that the Tollway and/or the DCM will determine the proposed ITS technologies to be used and

perform the design to ensure uniform ITS architecture throughout corridor and region. We will coordinate with the Tollway and/or DCM as required and incorporate their design into this project. This task also includes meetings as required.

- Existing ITS Infrastructure: All existing ITS infrastructure will be identified and verified. The existing infrastructure will be analyzed for potential conflicts with the proposed improvements.
- Interim ITS Infrastructure: Areas where potential conflicts exist will be studied to determine what can remain, what needs to be relocated, what needs to be removed. Budgetary construction costs will be determined.
  - Relocation
  - Removal
  - Maintenance
- Proposed ITS Infrastructure
  - Current ITS Technologies

    The ITS technologies that are currently used by the Tollway will be studied. These technologies as described in the Corridor Concept Study include: Closed Circuit Television (CCTV) cameras, Ramp Count/Queue Detectors, Dynamic Message Signs (DMS), Weigh-In-Motion (WIM), Fiber on Both Sides of Tollway, Roadway Weather Information Systems (RWIS), and Reliable Power Distribution Grid. Budgetary construction costs will be determined.
  - Future ITS Technologies (Smart Corridor)

    The future ITS technologies that the Tollway may want to install in the future will be studied. These technologies as described in the Corridor Concept Study include: Active Traffic Management, Congestive Pricing, Flexible Tolling Base on Vehicle Occupancy, Connected Vehicle Technology. Budgetary construction costs to install essential underground infrastructure for these future technologies will be determined.

7. Survey

7.1. Survey

This project requires the survey of the I-294 roadway and Mile Long Bridge form just north of Archer Avenue to the Fifth Street cut off Bridge. The work to be performed will be Topographic surveys along the corridor to supplement the provided LIDAR data and the detail survey of the sub structure and underside of the supper structure of the Mike Long Bridge, hydraulic surveys for the Illinois and Michigan Canal, Sanitary and Ship Canal and the Des Plains River. There will be a need to survey and prepare a base drawing of the existing right of way for the I-294 project corridor as well as the waterways and private boundaries that may be impacted by the proposed design. The preparation of Parcel of Acquisition Plats, legal descriptions and Plat of Highways will be necessary for the

acquiring of additional lands being Fee take or Easements along the corridor. All survey work shall be performed in accordance with the appropriate sections of 's design Manual.

Coordination

Assemble information and documents necessary for the Tollway to perform coordination with the agencies for survey group within the project limits and coordinate with the Railroads for access and any additional training required by the railroads, coordination will be conducted through , per 's manual.

Control

Establish the main project horizontal and vertical control based on the Tollway CORS control system and the NAVD 88 vertical datum, prepare a project control report with final coordinates and elevation and location ties.

Establish secondary horizontal and vertical control for the hydraulic survey needed along the Illinois and Michigan canal, Sanitary and Ship Canal and the Des Plaines River.

Establish secondary control for the survey and scanning of the sub structure and the underside of the supper structure of the Mile Long Bridge.

Prepare project control report which will containing the final coordinate values, final vertical values, tie location sketches and type of monument set for each monument and the Tollway control checklist form.

Roadway

Conduct pavement split measurements and locate the apparent centerline of I-294 within project limits, conduct these at 2 locations along tangents and 3 locations along curves.

Verify supplied LIDAR data at 100 foot intervals.

Conduct supplemental surveys where LIDAR is missing along corridor of project.

Conduct informational sign inventory, size and photo of each sign.

Locate drainage and sanitary structures, inventory each structure as to Pipe size, type and depth prepare sketch of each structure and photograph each structure.

Locate existing Utilities above ground and underground within the project limits, this may be based on visible evidence of existing utilities, supplied plans form utility companies, JULIE requests and in coordination with pot holing the utilities, may also require coordination with utility personnel. This survey shall include the low wire elevation and location of the high power lines above the I-294 roadway at the north and south ends. The date, time and temperature of the survey shall be noted and submitted with the data.

Obtain Bridge clearances between the existing BNSF Railroad the CN Railroad and the 75th Street pavement and the low steel of the Mile Long Bridge at each location.

Hydraulics

Conduct profile survey of the Des Plaines River, Sanitary and Ship Canal and the Illinois and Michigan Canal. Shots will include the bottom of the waterways and the water elevation at 100 foot intervals from the existing bridge to 1000 feet upstream and downstream of the existing Mile Long Bridge.

Conduct waterway cross sections for the Des Plaines River, Sanitary and Ship Canal and the Illinois and Michigan Canal at the upstream and downstream face of the Mile Long Bridge, 100 feet, 500 feet and 1000 feet upstream and downstream of the existing bridge. Cross sections will extend form top of bank to top of bank of each waterway. Survey bridge opening for the LaGrange Road (US 45) Bridge upstream of Mile Long Bridge. Survey will include description of stream bed and banks, accompanied by photographs of each cross section.

3D Scanning

Conduct 3D scan of underside of Bridge super structure and substructure of the Mile Long Bridge. Supplemental surveys will be conducted under the bridge and out to 100 feet upstream and downstream of bridge faces not conducive to scanning operations. Prepare drawing in Micro Station format in compliance with the Tollway requirements.

Supplemental Surveys

Conduct supplemental surveys for void areas within the supplied LIDAR data.

CADD and LIDAR Incorporation

Prepare drawing in Micro Station format in compliance with the Tollway requirements of the supplemental surveys and incorporate supplied LIDAR data with the surveyed data. Review and address any abnormalities along the merge line between the supplied LIDAR data and the ground surveys. Prepare drawing for Hydraulic survey conducted.

Prepare topographic project report, report shall contain but not limited to a ASCII file listing of all point, field notes taken during survey and complete the Tollway topographic checklist.

7.2. Plats/Legals/ROW

Plat Preparation

It is anticipated to Prepare individual Plat of Acquisition for approximately 60 parcels affected by the projects design either by Fee take or temporary and/or permanent easements.

Conduct review of Plat of Acquisitions according to Tollway policies and prepare Survey right of way checklist forms.

Prepare Plat of Highways to show relationship of individual parcels affected within the project limits, it is assumed that 8 Plat of Highway sheets will need to be developed.

Prepare Right if Way checklist for the Plat of acquisition and the Plat of Highways prepared for this project.

Right-of-Way

Conduct research to obtain record data on Tollway interest and possible affected parcels within the project limits and review information collected.

Conduct survey to locate existing public land corners, existing right of way and private land corners within the project limits. Analyze information collected form field survey and create an overall right of way and boundary file to be used for design and land acquisition purposes.

Legal Preparation

Prepare legal descriptions to submit with plats for the effected property owners within the project limits.

Deliverables

- Project Control Report.
- Micro Station drawing of all primary control points.
- ASCII listing of primary control points.
- Field notes and recovery sketches of primary control points.
- Survey Control Checklist.
- ASCII file of all topographic points.
- Micro Station drawing of topographic survey with supplied LIDAR data incorporated.
- Geopac File for all survey data.
- Copy of Field notes taken during survey.
- Final POA's and POH's in Micro Station and PDF format.
- Final Legal descriptions in Word and PDF format.
- Signed & Dated Survey Control Check List in Excel and PDF.
- Signed & Dated Topographic survey Check List in Excel and PDF.
- Signed & Dated Right of Way Check List in Excel and PDF.
- Photos with photo log.
- Sign inventory report with photos.
- Topography verification report.

8. Geotechnical

8.1. Geotechnical

The scope of geotechnical services is summarized as follows:

1) Call JULIE and ISTHA to clear onsite utilities.

2) Layout boring locations.

3) Provide drill-rig and 2-man drill crew. ATV drill-rig will be used where required.

4) Perform 154 soil borings (total lineal footage=6,160 feet of overburden drilling, 1,960 lineal feet of NX-size bedrock coring) , and 4 bridge deck cores as summarized below. The proposed boring locations are also shown on the attached boring location diagrams.

a. Mile-long Bridge - 70 bridge structure borings to estimated depth of 40 feet plus 20-ft bedrock core (NX-size) will be obtained (two borings per substructure).

b. LaGrange Road Bridge - 8 bridge structure borings to estimated depth of 40 feet plus 20-ft bedrock core (NX-size) will be obtained (two borings per substructure).

c. Retaining Walls/Noise Walls/Built-Up Embankment areas–

Retaining Wall #1 – 1,700-ft long retaining wall with 24 borings to an estimated depth of 40-ft (on approximate 75-ft spacing)

Retaining Wall #2/Noise Wall #1 – 1,000-ft long retaining wall with 15 borings to an estimated depth of 40-ft (on approximate 75-ft spacing)

d. Earth Embankment – Approximate 1,000-1,200 ft long embankment with 17 borings to an estimated depth of 40-ft (on approximate 75-ft spacing)

e. ABC (Accelerated Bridge Construction) Temporary Borings – 20 structure borings to an estimated depth to 40-ft with 20-ft bedrock core (NX-size) will be obtained

5) 4 bridge deck cores for asbestos testing

Hand auger borings will be performed in locations inaccessible by a drill rig. Hand auger borings will be extended to a depth of 15 feet or auger refusal. Soil samples will be obtained at 2.5-ft intervals to a depth of 30 feet (5.0-intervals thereafter) and sampled with a 2.0-in diameter split spoon. Select samples will be obtained with 3-inch diameter Shelby tubes. Deeper boreholes on pavement (borings on pavement that are deeper than 20-feet) will be grouted and shallower borings, and deeper borings off of pavement and pavement cores will be backfilled with soil cuttings and patched upon completion.

Final boring locations will be determined after a review of access and overhead and underground utilities have been identified.

Lab work on the soil samples will include:

1. Visual classification
2. Water content testing
3. Rimac strength testing (on intact cohesive samples).
4. Grain-size/hydrometer and Atterberg testing (on select samples).
5. Consolidation testing (on select samples).
6. Unconfined compressive strength (on select samples).
7. Consolidation-undrained tri-axial testing (on select samples).
8. Organic content testing (on select samples).

Along with these borings, standard laboratory tests will be performed engineering reports will be prepared under the direct supervision of a Registered Professional Engineer. Below is a summary of the reports that will be prepared as part of the geotechnical program:

1. Mile-Long Bridge SGR
2. LaGrange Road Bridge SGR
3. Temporary Structures (ABC) Geotech. Report
4. Retaining Wall SGR
5. Earth Plug Geotech. Report

Below is the detailed information that will be included in the geotechnical reports.

1. Soil conditions
2. Ground water elevations
3. Site preparation recommendations
4. Pavement construction recommendations
5. Foundation recommendations
6. Lateral earth recommendations
7. Slope Stability analysis
8. Copies of boring logs, core logs, test results and location diagram
9. Recommendations relative to any unusual design or construction techniques which may be required due to subsurface conditions

Scope of Work-Environmental

An environmental investigation will be performed to identify potential areas of environmental concern relative to Clean Construction Demolition Debris (CCDD) regulations. For this work, it is proposed to review historical and regulatory documents to identify areas having potential environmental concerns, perform an estimated 30 shallow borings to obtain samples for environmental analysis, test a total of 50 samples for CCDD classification, prepare a report summarizing findings and, where permitted, complete any required CCDD forms. A Phase I report of the project site will need to be provided to the design team to determine where Phase II soil borings are needed.

Assumptions:

1. No snow removal included in this proposal.

2. Client will provide Geotechnical team with names and addresses to mail out ROE permits required for any borings on private property.

3. Final boring locations will be determined after a review of access and overhead and underground utilities have been identified.

4. It is understood that Phase II consulting work with the designers is also included in the scope of work.

9. Contractor Access

9.1. Contractor Access

Contractor access for equipment and materials is another major consideration in the cost-effective success of this project. The DSE will analyze contractor access from the viewpoint of the client (Tollway), stakeholders (railroads, MWRD, UPS) and contractor to ensure maximum productivity by the contractor's forces with minimum disruption to the operations and economy of the region.

An initial list of Property Owners, Jurisdictions, Agency Contacts that will be considered in the analysis is shown below:

- Sanitary & Ship Canal
- I & M Canal
- BNSF Railroad
- CN Railroad
- Metra
- Des Plaines River
- Metropolitan Water Reclamation District
- Forest Preserve District of Cook County
- US Army Corps of Engineers
- Cook County
- Illinois Department of Transportation
- United Parcel Service
- Others

Other items that will be reviewed and evaluated are listed below:

- Gather Existing Property and Right-Of-Way Boundaries
- Identify and Evaluate Permitting and Regulatory Issues
- Illinois Commerce Commission Regulations
- Navigable Waterway Regulations
- Understand Environmental Sensitivity
- Identify Past Commitments
- Establish Contractor Access Requirements
- Contractor Access from Mainline to Work Zones
- Contractor Access from areas below bridge to Work Zones
- Contractor Haul Roads and Routes
- Contractor Material and Equipment Storage
- Identify Proposed Right-Of-Way Requirements

- Permanent Property Acquisitions
- Permanent Construction Easements
- Temporary Construction Easements

9.2. Constructability

The constructability reviews will devote particular attention to maintenance of traffic and staging, realistic project scheduling, the maintenance of adequate drainage during each construction stage, and the avoidance and relocation of utilities. In addition, the ability for the contractor to access the site will be reviewed, particularly as it relates to work near live railroad tracks during substructure foundation construction, earth retention, and the erection of the superstructure elements for each bridge.

The following key items will be reviewed/considered as part of the Constructability Review:

- Key features of project that are going to drive completion
- Real construction rates been incorporated into schedule
- Sufficient lead times figured into schedule
- Design of sheet pile, H-pile, steel plate girders, beams, etc designed to commonly fabricated and available sizes
- Confirm Beam Lead time, fabrication, delivery & erection schedule
- Progress Scheduling
- Potential for gantry system for Beam Erection
- Scheduling to account for seasonal dependent work activities
- Dewatering and payment for environmental issues
- Clear specifications listing all working restrictions
- Schedule of Deck Pours, Bridge Demolition and/or Bridge Painting
- Temporary construction deck lighting
- Provide allowance in bid documents to account for unknown conditions to be approved for use by the CM
- Designated areas available for:
  - Contractor Field Offices
  - Contractor, CM Staff Parking
  - Material receiving and storage
  - Stockpiling of Materials
  - Fabrication Yards
  - Material Disposal Areas
  - Mobile Batch Plants / Crushing Plants

10. INVEST

10.1. INVEST

INVEST (Infrastructure Voluntary Evaluation Sustainability Tool)

The Tollway's INVEST program is designed to increase sustainability of projects. The Planning Stage will include a workshop to discuss potential sustainable practices that can be incorporated into the design and construction of the project. A tracking form will be developed by the GEC that itemizes all potential sustainable design elements that might be incorporated into the project design. The GEC will facilitate this first workshop – the location can be at the Tollway offices or at the DSE/DCM offices.

During Design, a workshop will be conducted at the 30% Design Stage to refine sustainable practices identified during Planning that could be incorporated into the project. This workshop level is typically hosted by the DSE/DCM; it will be facilitated by the GEC. The tracking form that was developed during Planning will be updated as appropriate. The tracking form will continue to be used throughout design to document the incorporation of sustainable design elements or the elimination of earlier concepts. The tracking form will be formally updated and submitted to the Tollway at 30%, 60%, and 95% Design Stages, and transferred to the Construction Manager at the Pre-Construction Meeting.

At the 30% Design Stage, a scorecard will be developed that documents the INVEST criteria that are applicable to the project, justification for the points awarded, and identification of sources available to verify the scoring rationale. The scorecard will be formally updated and submitted to the Tollway at 30% and 95% Design Stages, and will be transferred to the Construction Manager at the Pre-Construction meeting. All plans, specifications, and special provisions will include sustainable design elements.

11. Public Involvement

11.1. Public Involvement

I. Website Support: LHQ will provide support for the development and maintenance of a new "Projects by Roadway" page for the Tri-State Tollway (I-294) Mile Long Bridge for the Illinois Tollway website for three (3) to four (4) hours per month for a maximum of 36 months.

II. Fact Sheets: LHQ will work with the Tollway Communications staff to develop up to three (3) project fact sheets for the Mile-Long Bridge during the first phase of the project and an addition two (2) project fact sheets during the design phase of the project for a total of five (5) fact sheets. Fact sheets will be created using the Tollway's Microsoft Publisher template and will be saved as a pdf for posting to the Tollway website. LHQ will print up to 100 of each fact sheet in color.

III. Press Releases: LHQ will support the Tollway Communications staff in the preparation of four (4) press releases during the planning stages and an additions four (4) press leases

during the design phase – eight (8) total -- to announce key project milestones during the first phase of the project.

IV. Open House: LHQ will prepare materials for one (1) project open house during the first phase of the project, and one (1) project open house during the design phase of the project (two [2] total open house meetings). LHQ will secure the meeting space and will send up to 50 targeted invitations to key stakeholders and officials. Meeting materials to be prepared include up to 10 project boards/displays, a narrated introductory PowerPoint, and comment forms. Meeting will be approximately 2 hours long and will be attended by up to four (4) staff.

V. Stakeholder Meetings: LHQ will prepare materials for four (4) stakeholder meetings during the first phase of the project, and an additional four (4) stakeholder meetings during the design phase of the project for a maximum of eight (8) stakeholder meetings for the duration of the project. LHQ will coordinate with the stakeholder group and secure a public – or otherwise free- space for the meeting. LHQ will prepare a PowerPoint presentation (assumed duration of PPT presentation 10 minutes) for each meeting addressing specific stakeholder concerns. Meetings will be approximately 1.5 hour in length and will be attended by two (2) project team members.

VI. Correspondence: LHQ will support Tollway staff in drafting responses to up to 100 comments during the entirety of the project.

VII. External Communications Meetings: LHQ will attend bi-weekly external communications meetings at the Tollway office. Typically one project team member will attend each meeting. This will facilitate communication with both the Tollway staff as well as the Master Planning Team for the southern section of the Central Tri-State. Meeting attendance will extend for a maximum of 24 months.

VIII. Media Support: LHQ will support Tollway communications staff by responding to up to 10 media inquiries and questions. LHQ will assemble responses and email succinct responses that can be shared with media in response to project specific questions.

General Graphics Support: LHQ will work with Tollway Communications staff to develop presentations or graphics that explain the project and the relationship between the Mile Long Bridge project and the Tri-State Master Planning Projects.

12. <u>Cost Estimates/Schedules Master Plan</u>

Cost estimates and estimated construction duration schedules for major activities for the assumed contract packages will be provided in the Master Plan in accordance with Section 4.3 and Section 8.0 of the DSE manual. These estimates will be provided to a level of detail sufficient for purposes of planning and budgeting.

13. Construction Packaging

As part of the Master Plan the DSE will develop review and develop contract packaging to maximize value to the Tollway considering advance procurements, advanced contracts and separating mainline bridge contracts.

14. Coordination

Coordination with the Railroads, Agencies, and Utilities will begin in the Master Plan and continue through Phase II.

14.1. Railroad (Agreements)

1. Identify & acquired feedback from railroad stakeholders
    a. Identify CN, Metra, BNSF and Amtrak officials
    b. Prepare railroad stakeholder matrix
    c. Meet with CN, Metra, BNSF and Amtrak officials
    d. Document railroad stakeholder requirements
    e. Prepare and update railroad stakeholder requirements matrix
    f. Follow up with CN, Metra, BNSF and Amtrak officials
    g. Prepare report input
    h. Prepare monthly progress report input

2. Coordinate with CN, Metra, BNSF and Amtrak for right of entry and required safety training for anyone who will occupy or approach railroad property or facilities.

3. Develop maintenance of railroad traffic plan and construction staging options
    a. Determine work windows for CN, Metra, BNSF and Amtrak
    b. Prepare report input
    c. Prepare monthly progress report input

4. Provide contractor access plan across or adjacent to railroads and define excavation limits adjacent to railroads
    a. Determine temporary crossing requirements for CN, Metra, BNSF and Amtrak
    b. Determine requirements for excavation adjacent to CN, Metra, BNSF and Amtrak tracks
    c. Prepare report input
    d. Prepare monthly progress report input

5. Coordinate and prepare railroad agreements
    a. Acquire and review existing agreements between ISTHA, CN, Metra, BNSF and Amtrak
    b. Coordinate with ISTHA concerning changes to the existing agreements they desire
    c. Prepare draft agreements with CN, Metra, BNSF and Amtrak (Tollway is the lead and DSE provides support)

d. Negotiate with CN, Metra, BNSF and Amtrak (Tollway is the lead and DSE provides support)
e. Prepare final agreements (Tollway is the lead and DSE provides support)
f. Coordinate signing of agreements
g. Prepare monthly progress report input

6. Provide written results of railroad findings and recommendations
   a. Incorporate railroad stakeholder feedback into report
   b. Incorporate maintenance of traffic and staging options into report
   c. Incorporate contractor access plan into report
   d. Incorporate railroad agreement status into report
   e. Prepare monthly progress report input

7. Coordinate with ISTHA on sending letters to railroad officials for the review of submittals
   a. Draft letters for master plan and concept design (30%)
   b. Draft letters for preliminary engineering (60%)
   c. Draft letters for pre-final design (90%)
   d. Draft letters for final design (100%)

ASSUMPTIONS

1. Although Metra and Amtrak do not own the track in question they are stakeholders.

2. The project documents will be submitted to the railroads each time they are reviewed by ISTHA.

3. Identify & Acquire Feedback from Railroad Stakeholders will be performed during the time period allotted for the Pre-Concept Report.

4. Develop Maintenance of Traffic and Construction Staging Options will be performed during the time period allotted for the Pre-Concept Report.

5. There is an existing agreement between the Tollway and the CN for the existing bridge. This agreement is mentioned as one of the documents to be supplied by ISTHA. This agreement will need to be reviewed ASAP. It is possible that this agreement is adequate to cover the rehabilitation, modification, or replacement of the existing bridge. It is assumed that the existing agreement will needed to be modified or replaced.

6. While the exact contents of the existing agreement are not yet known, the following are assumed to be elements of it.

   a. The railroad's right to review and approve the plans for the existing bridge but does not include the actual plans as they were prepared after the agreement was implemented.

b. The requirements for working adjacent to and over the railroad tracks that were in effect when the existing bridge was constructed. These will likely need to be updated.

c. The requirements for requesting a temporary crossing.

d. The requirements for having a railroad flagger present during construction.

e. The requirements for stopping work when a train is passing the construction site.

7. The DSE will not be part of the actual application for a temporary crossing as the need for, the size, and the location of a temporary crossing will be determined by the contractor.

8. Although there is an existing agreement between ISTHA and the CN, hours were included in the estimate to replace or modify this existing agreement.

9. Existing agreements between ISTHA and Metra, and ISTHA and Amtrak do not appear to exist as they are not on the list of existing agreements.

10. Drawings of requirements for excavation adjacent to tracks will need to be prepared.

11. A railroad stakeholders matrix will be prepared.

12. A railroad stakeholders' requirement matrix will be prepared and updated.

14.2. Agency/IGA

Agency coordination is an important component of this project and will be especially critical during the Master Planning and Concept Phase as the project parameters are defined and vetted. Agencies with infrastructure in the vicinity of the project (IDOT, CCFPD, CCDTH, MWRD, UPS) and communities within the project limits are the target audience. Coordination activities will include meetings to discuss and review:

- Project scope
- Project schedule
- Project impacts
- Alignment/profile adjustments affecting right of way
- Bridge reconstruction affecting pier location
- Maintenance of traffic affecting the local transportation system

Follow-up meetings may be necessary if Intergovernmental Agreements between the Tollway and a local agency are required (up to a maximum of four (4) Intergovernmental Agreements.

The following agencies/communities are located within the project limits or have been identified as having infrastructure that could be affected by the project:

- Illinois Department of Transportation (IDOT)
  - Archer Avenue
  - LaGrange Road
  - I-55
  - 75th Street
- Cook County Forest Preserve District (CCFPD)
  - I&M Canal Trail
  - Centennial Trail
- Cook County Department of Transportation and Highways (CCDTH)
  - 5th Avenue
- Commonwealth Edison
- Metropolitan Water Reclamation District (MWRD)
  - Sanitary and Ship Canal
  - Access roads
- United Parcel Service (UPS)
  - Impacts/access at 75th Street Interchange
- Village of Hodgkins
  - Sante Fe Drive
- Council of Mayors
  - Southwest Council
  - Central Council
- Communities within the project limits
  - Countryside
  - Hodgkins
  - Indian Head Park
  - Justice
  - Willow Springs
  - Lyons Township

14.3. Utility

These hours will be used for the coordination of utility issues. Relevant utility companies within the construction limits shall be identified. This project will incorporate subsurface utility explorations (potholes) as provided by a LHQ SUE subcontractor. During Phase 2 LHQ will track utility conflicts and submit a weekly update of the utility status report to the Tollway See further description for milestone details:

General Assumptions

- Per the DSE manual, Section 6.4.3, LHQ will not make final determinations as to whether or not a utility is in conflict except to assume the presence of a utility conflict in the event that the utility owner does not respond to the Notices of Interference forms submitted or provide comment on proposed plan details called to their attention.

- LHQ will identify concept design solutions to avoid potential utility conflicts at select locations.
- The LHQ team will schedule and complete sub-surface investigation as necessary to assist utility owners in the determination or elimination of utility conflicts.
- Design of private utility relocations is excluded.
- Related project scope and hours are based on utility information known at the time of, and presented within, the Tollway's Central Tri-State Concept Study (September 2014). This document notes the presence and possible interference of 4 utilities running along, adjacent to, or over the Mile Long Bridge, including 1 municipal water main; and also notes the sub-surface crossing of 19 other utilities, including 6 municipal water or sanitary mains.
- The Tollway will provide Quality Level B survey of known utilities within the project limits. The Tollway will provide any utility survey CAD files available.
- Hours assume utility information and drawings will be reused between all packages (i.e., the utility drawings only need to be created once).

Utility Sub Tasks

Task U1 - Plans:

LHQ will coordinate with the Roadway team to assemble utility plans for insertion into the contract documents.

30% submittal

- The 30% concept submittal shall include existing utility plans

60% submittal

In addition to providing the existing utility plans for the 60% Preliminary plan submittal LHQ shall.

- Distribute 60% Plans to all relevant utilities companies
- List each utility or facility indicating its location and description, and whether the information is from field surveys, field checks or record plans.
- Provide contact name and telephone number, date, nature of interference, and current conflict relocation status for each utility company or agency.
- Provide evaluation of each conflict with the proposed improvement including utility comments, construction interference or any involvement requiring relocation, protection or precautionary procedures for each alternate.
- Recommend a course of action and a time table to coordinate the design of the relocation of each utility conflict with the design work by the DSE.

- Complete "Notification of Interference" forms for anticipated utility interferences.
- Show existing utility conflicts and utility conflict numbers on the Preliminary Plans. This information shall be shown on all applicable plans (roadway, grading, drainage, lighting, cross sections, structures, etc.)
- Prepare the Utility Relocation Matrix for inclusion in the Contract Plans.
- Utilize the Utility NOI process via the WBPM.

95% plans

In addition to work completed for the 60% milestone, per the Tollway DSE manual LHQ shall:

- Provide utility permit job and relocation numbers on plans.

Task U2 – 3d utility modeling:

LHQ will create 3d utility models from XYZ coordinate data gathered from pothole and utility surveys completed by a LHQ SUE contractor. The 3d models will be used to assist in clash detection and increase LHQ's ability to design solutions that avoid utility interferences. The 3d models will assist in placing utilities in plan sheets that contain vertical components, such as cross sections and drainage profiles.

Task U3 – Day to Day Utility Coordination/Management:

This task will be used to handle the many day to day utility coordination tasks that will occur throughout the project design, including:

- Coordination with the Tollway PM and/or Tollway PMO/DCM Utility Coordinator on potential project interferences
- Coordination with the LHQ design team on both potential interferences and design solution to avoid interferences subject to the requirements of each utility or the Tollway.
- Coordination with the Tollway's fiber optic management consultant and project manager on issues involving Tollway fiber optic utilities.
- Review and coordination of utility relocation plans prepared by others for conflict between the design plans and the relocation plans of other utilities.
- Review of work orders prepared by utilities for reimbursable relocations.
- Coordination with municipalities on potential relocations for municipal facilities (water and sanitary mains)
- Preparation and maintenance of the utility relocation matrix for each construction package.
- Coordination and preparation of any of forms required by any permitting agency.
- Determination and coordination on any new utility services needed.
- Preparation and submittal of the weekly Design Utility Report (DSE Section 6.4.3)
- Notice of interference forms (NOI) will be prepared for all potential utility conflicts. The NOI and an exhibit of each potentially conflicting utility shall be prepared and submitted to the Tollway for processing.
- Coordination with Tollway Land Acquisition services as appropriate when potential utility impacts involve easement or ROW purchase.
- Minute preparation for various utility meetings attended.

- Creating exhibits for Tollway and utility agency use.

Task U4 – External Utility Meetings: This task will include attendance to utility coordination meetings, both at the Tollway and at various utility agencies. This will include bi-weekly meetings with ComEd, AT&T, and Nicor, as is the current Tollway procedure for the I-90 and Elgin-O'Hare corridors. The task includes up to 140 meetings.

Task U5 – QA/QC (Utilities):

- QA/QC will be performed on utility plan sheets and the project utility matrix and specifications in accordance with LHQ's Tollway-approved quality plan.

Task U6 - Reports:

30% Report: A report shall be provided with the Concept submittal which identifies the locations of anticipated utility interferences and provides and assessment of the potential project costs and schedule impacts.

60% Report: A written report will be provided on anticipated utility interferences and involvement with other Agencies and shall follow the guidelines in Section 6.0, "Utility Coordination and Relocation. Progress on conflict/relocation status for each owner will be included in the 60% report.

95% Report: A written report will be provided on anticipated utility interferences and involvement with other Agencies and shall follow the guidelines in Section 6.0, "Utility Coordination and Relocation. Progress on conflict/relocation status for each owner will be included in the 95% report. Utility conflict resolution statuses will be provided on Authority to Advertise documentation for the Tollway's use.

100% Report: A written report will be provided on anticipated utility interferences and involvement with other Agencies and shall follow the guidelines in Section 6.0, "Utility Coordination and Relocation. Progress on conflict/relocation status for each owner will be included in the 100% report. Utility conflict resolution statuses will be provided on Authority to Advertise documentation for the Tollway's use.

Task U7 – Pothole Coordination:

This task will be used to coordinate and manage an LHQ SUE sub-contractor to obtain Quality Level A (exposure and XZY coordinate verification) data on utilities within project limits. Tasks will include providing coordinate data of desired pothole locations, providing plan sheets and cross sections and necessary for the SUE contract, assisting in obtaining access for pothole operations when such access requires coordination with the Tollway, and incorporating data obtained into project documents.

15. <u>Master Plan Report</u>

Project Master Plan Report will be developed as a volume to be incorporated into the corridor Master Plan.

- Prepare a Pre-Master Plan Memorandum
  The Mile Long Bridge Type Study will examine reconstruction alternatives that will create impacts to the approach roadways. These impacts are anticipated to extend up to 5th Avenue to the north and Archer Avenue to the south. This activity will include a planning level study of the roadway, drainage, and environmental impacts associated with the MLB

reconstruction. This task includes preparing a concise report that focuses on the adjacent impacts from a qualitative perspective. The findings of this task will capture a planning level cost to be linked with the Mile Long Bridge Type Study to discern the complete construction cost associated with each Mile Long Bridge alternative. The Pre-Master Plan Memorandum is envisioned to be a sub-set of the subsequent Master Plan Report and is conceived to cater to this specific project so that stakeholders can provide early input on the conclusion of the Mile Long Bridge Type Study. The Pre-Master Plan Memorandum will contain only a fraction of the content of the Master Plan Report.

- Prepare a draft Master Plan Report including:
  - Executive Summary
  - Preliminary scope of work
  - Project Analyses
  - Budget Estimate
  - Schedule
  - Documentation of agency and stakeholder coordination
  - Exhibits, schematics and drawings of roadway and structural alternatives
  - Summary of Bridge Condition Reports
  - Summary of Bridge Type Studies
  - Summary of Drainage Reports
  - Summary of Environmental Surveys
  - Summary of Roadway Studies
  - Any other supporting documentation
  - Sign-off sheet
- Prepare the draft Master Plan for submittal and review
- Document comments received on the draft Master Plan Report
- Revise and update the Master Plan Report
- Prepare the final Master Plan Report for submittal and review
- Document comments received on the final Master Plan Report
- Revise and update the Master Plan Report
- Prepare formal presentation and supporting documents, exhibits and handouts
- Make formal presentation of Master Plan
- Document all comment received in response to the presentation
- Revise the Master Plan report in response to comments received
- Coordinate the sign-off page for the Master Plan Report
- Prepare final version of the Master Plan Report

PHASE II ENGINEERING

100. Contract Packages

As part of the Master Plan the DSE will review and develop contract packaging to maximize value to the Tollway considering advanced contracts and separating mainline bridge contracts.

For the development of Phase II, up to 6 construction bid packages will be developed. The six assumed contract packages are:

Package 1: MLB NB Prestage work. Approach widening north and south of MLB and reconstruction of NB LaGrange Road Bridge

Package 2: MLB Contractor Access for NB Reconstruction

Package 3 MLB NB Reconstruction

Package 4: MLB SB Prestage work. Approach widening north and south of MLB and reconstruction of SB LaGrange Road Bridge. Demolition of Noisewalls at south approach

Package 5: MLB Contractor Access for SB Reconstruction

Package 6 MLB SB Reconstruction

101. Phase II Roadway

101.1 Phase II Roadway

These hours will be used for plan set development including Mainline and stub ramp tie-in sheets for 75th Street / Willow Springs Interchange and Local access roads, (UPS Way, Sante Fe Drive and MWRD Rd). This work efforts assumes 1 master contract set of drawings. Additional effort to assemble other contracts is described in "Contract Packages".

101.1.1. Title Sheet, Index/General Notes, Progress Schedule

General Notes will address items that warrant special attention and will include the Tollway standard notes and incidental items developed specific to the construction contract.

101.1.2. Summary/Schedule of Quantities

Summary of Quantities will include pay items with indication what type of special provision is needed if at all.

Schedules will not include all pay items. Only pay items that are spread out over the project are required for the schedule. Items to be included in the schedules include earthwork, pavement removals, proposed pavement, subgrade aggregate, temporary concrete barrier, pavement markings, tree removal, fence removal, and erosion control items.

It is assumed this will consist of 6 sheets

101.1.3. Alignment & Ties (1"=100' scale)

Alignment and Ties drawings will show benchmarks and existing and proposed centerlines and base lines necessary to establish the project stationing. Curve data for existing and/or proposed curves will be listed with superelevation rates and design speed.

101.1.4. Typical Sections

Typical Sections will be provided for existing and proposed mainline, ramps and cross roads for typical roadway configurations. Typical Sections will face looking up-station and include a legend, cross slopes, and horizontal dimensions to key section elements. Typical sections will show details and dimensions for pavements, subbases, subgrade treatments, shoulders, gutters, medians, ditches, backslopes, and right-of-way.

It is assumed this will consist of 6 sheets of typical sections

101.1.5. Roadway Removals

Removals will be for roadway items, pavement, guardrail, earthwork, storm sewer, fencing, driveways, curb and gutter, etc. Legends will be used to identify different type of removals per the segment of roadway as identified above.

It is assumed this will consist of 12 sheets

101.1.6. Utility Plans

Existing utility plans sheets and legend/matrix will be provided for the above limits identified

It is assumed this will consist of 16 sheets

101.1.7. Jointing & Grading Plans

These hours will be used to develop pavement elevations, jointing and grading for the proposed jointed concrete pavement and embankment limits. Plan sheets will show centerlines, stationing and dimensions and include proposed transverse contraction joints, sawed longitudinal joints, and edges of pavement. Elevations will be shown at 50-foot intervals for proposed top of concrete pavement along longitudinal joints and edges of pavement. It is assumed jointing and pavement elevations will be show on in the ramp gore areas along the mainline. Controlling elevations for pavement gore areas will also be shown.

The grading plan will show contoured embankment to meet existing earth grading or drainage patterns one to five foot intervals. Storm water detention areas will be shown with the 100 year high water elevation noted.

This includes all mainline and ramp pavement, the local access roads will include only grading plans if necessary. Hour reflect less effort on the local access roads.

101.1.8. Roadway Plan & Profiles

These hours will be used for the development of mainline plan and profile sheets. Existing topographic features will be shown within the plan coverage area. The roadway plan sheets will include existing utilities, existing and proposed pavement, shoulder, guardrail, curbing, fencing, right-of-way and easement limits. Proposed sign trusses, bridges, box culverts, and environmental resources subject to regulatory requirements will be shown in outline form. Major geometric control points will also be shown in plan. Vertical curve data will include length of curve, offset to external tangent, "K" factor, gradients, beginning and ending stations and point of vertical intersection. Existing and proposed roadway profile elevations will be shown at 50-foot intervals.

It is assumed 16 Plan sheets and 4 profile sheets will be developed.

101.1.9. Pavement Marking / Signing Plans

The Signing Plans will show the location of proposed overhead, cantilever, bridge-mounted and ground-mounted signs. Proposed mainline signs are assumed to be high reflective and will not require lighting. Ramp Plaza signing is assumed to require lighting. . Separate plan sheets will show the proposed work for existing signs. Sign panel detail sheets are included to specify the color, lettering sizes and spacing, orientation and dimensions of the proposed signs. Overhead signs will be shown on separate sheets with an elevation view showing the pavement cross section. Critical pavement and ground elevations will be shown on these elevation views along with the location of sign panels relative to traffic lanes and supports as well as the location and elevations of sign foundations.

Pavement markings will be shown on the same plan view sheets, with legends describing different colors sizes etc.

It is assumed 12 plan sheets and 10 schedules and details sheets will be developed.

101.1.10. Roadway Details

Roadway/construction details will be developed for project specific needs.

It is assumed 6 plan sheets will be developed

101.1.11. Soil boring Plans and Logs

This work will consist of developing plan view of the soilboring locations and also inserting the logs into plan sheets for the roadway borings only.

It is assumed 5 plan sheets and 14 log sheets will be developed

101.1.12. Maintenance of Traffic

These hours will be used for the development of Maintenance of Traffic plans for the mainline and local access roads. Plan sheets will be 1" = 50' scale when printed full size. These drawings will show the traffic flow patterns, temporary pavement markings, number of lanes, lane widths, and include the additional signage and modifications to

existing signage. MOT typical sections and plans shall be provided for each construction stage. The plans will define the work areas and provide sufficient area to accomplish the work intended with minimal traffic interference.

101.1.13. Proposed Cross Sections

These hours will be used to develop mainline, ramp and crossroad cross sections at 50' intervals. Proposed pipes, ditches, flow lines, retaining walls and right-of-way will be shown. In addition, time has been included for adding suitable/unsuitable soil information to the cross sections along with staged cross sections and putting drainage/utilities into the sections.

(A total of 271 cross sections are assumed).

101.1.14. Barrier Warrant Analysis

These hours will be used to perform Barrier Warrants for this design segment of I-294. A Barrier Warrant Analysis is required to determine and evaluate roadside hazardous conditions. These hazardous conditions may include bridge piers, parapets, sign supports, pipe ends, and embankment. It is assumed there will be one preliminary, one pre-final one final submittal.

101.1.15. Quantities & Cost Estimates

Quantities will be summarized in tabular format sorted by pay item code. Pay items that require a special provision will be indicated with an asterisk. Negative or Penalty items and Incentive Pay Items will be shown on the Summary of Quantity sheets. A separate quantity calculation will be developed for each pay item. Costs for roadway items only will be developed.

101.1.16. Roadway Contract Submittals-Items

It is anticipated that 4 different roadway contracts will be developed. This work is for gathering roadway specific sheets only, such as alignment and ties, mot sheets, cross sections, roadway plan/profiles, roadway quantities and project specific special provisions.

101.1.17. Special Provisions

These hours will be used to develop J-Page Special Provisions and Schedule of Prices (P-Pages) for the assumed six (6) construction contracts. The Special Provisions indicate directions, and requirements that supplement the Standard Specifications. IDOT Bureau of Design and Environment Special Provisions, IDOT District 1 Special Provisions, and IDOT Guide Bridge Special Provisions will also be included for cross road items of work not covered by the Standard Specifications. Negative or Penalty items and Incentive Pay Items will be included on the Schedule of Prices (P-Pages).

101.1.18. Bid Evaluation & Writeup

6 separate bid evaluations and write-ups will be developed. Bids will be reviewed and document any apparent unbalanced bid or unusually high bids. Recommendation to the Tollway to award the project will be included in the final letter.

101.1.19. IGA

LHQ will assist the Tollway in preparing up to 6 Intergovernmental Agreements. LHQ will provide narratives for the project purpose, project benefits, key project features and construction cost estimates for purposes of cost sharing between agencies. The overall coordination and meetings will be done under the "Agency/IGA" task.

102. Phase II Drainage

102.1. Phase II Drainage

The Phase II Drainage Plans, Design Calculations, Details, Quantity Calculations and Special Provisions and estimates will be prepared meeting the submittal requirements described in Section 15.4 of the ISTHA Drainage Design Manual.

- Assume 3 primary submittals for the proposed drainage plans (preliminary, pre-final, final). Submittals in accordance with Section 15.4.1 through 15.4.3 of the Drainage Design Manual.
- The Phase II Drainage plans will be based on the final selected roadway and bridge geometry and bridge span arrangements.
- LaGrange Road is not included in the scope of services. If a Location Drainage Study (LDS) and proposed drainage plans are determined to be required for review and approval by ISTHA/IDOT then these items would be a contingency.
- Temporary drainage items will be shown on the MOT plans.
- Revised/updated design calculations from the Concept Drainage Report will be submitted with pre-final and final submittals.
- Pipe Underdrain design and plan for roadway to be included on proposed drainage plans.
- The Hydraulic Reports for the three (3) waterway crossing will be completed in Phase II for the final bridge geometry and span arrangements (see Phase I Drainage & Hydraulic Repots for scope information).

103. Soil Erosion & Sediment Control/Landscape

103.1. Soil Erosion & Sediment Control/Landscape

Task includes the preparation of landscape and erosion control plan sheets following the Tollway Landscape and Erosion Control Manual. Land for storm water detention and treatment may be limited immediately adjacent to the bridge structures, therefore it is imperative that our concept and final plans include interchange infield areas that fall within the LHQ study limits in order to manage and treat storm water for pollutants of

concern. Multiple construction packages are anticipated. We will need to submit those packages showing temporary erosion control and sediment control and permanent seeding/stabilization with landscape elements to the satisfaction of the permitting agencies for each of those packages as we anticipate submitting construction packages to regulatory agencies will be a permit condition for the staged and final design. Regulatory agencies have historically included temporary and permanent plantings and water quality BMPs as part of permit conditions.

In addition, there may be a need to provide some type of on-site landscape mitigation for any impacts to FPDCC or the I & M Canal properties. Any impacts to Public Lands will be determined through the environmental process. Our experience has been that often times these agencies want mitigation done as close to the impacted area as possible. The Public Lands Technical Memorandum submitted with the 30% concept plan, will most likely need to contain a mitigation plan with landscape elements in order to complete project coordination. Depending on the impacts and agreed to mitigation, the LHQ phase II plans may need to contain landscape elements satisfying project commitments for Public Lands.

The Design plans and specifications will be be prepared in accordance with Section 4.0 of the Tollway Erosion Control and Landscape Manual dated March 15, 2015. The plans will include the following information regarding landscaping: type of seedbed preparation, delineation of planting locations, proposed plant materials and the required rates, fertilizer and mulch requirements and methods, soil amendments for plant growth and pollutant managment, planting dates/schedule, plant care requirement, protection of existing plant materials, tollway landscape standards, special provisions, notes page with commitments. The erosion control plans will include temporary storm water management BMPs, permanent storm water BMPS for water quality treatment , preparing the SP111, esc standards, special provisions for storm water capture off the bridge, bio-retention in identified infield areas, good housekeeping BMPs, contractor access locations BMPs, an erosion control pay item schedule, BMP maintenance schedule and quantities. The task is estimated to require 35 sheets per submittal with 4 submittals anticipated for 30%, 60%, 95%, and 100%.

104. Structural Plans Mile Long Bridge

Contract plans, specifications and cost estimates will be developed in accordance with the latest Tollway/IDOT Design Manuals and AASHTO LRFD Bridge Design Specifications. Design phase submittals consist of prelim/prefinal/final (60/95/100) in accordance with Tollway's Design Section Engineer's Manual. Structural design plans will be developed for Mile Long Bridge, retaining walls, noise walls, box culverts, sign structures, and ITS structures.

104.1. Perform Structural Design/Analysis

- Abutment analysis & design (2 abutments each direction). Utilize strut and tie method of analysis. Computation of pile lengths per geotechnical recommendations. Analysis of

lateral load on piles for strength and deflection. Assume semi integral abutments. Includes abutment design check.

- Wingwall layout, analysis & design and check for 4 locations. Assume cantilever design type.

- Pier Analysis & Design Strength and Service (26 land piers and 4 river piers each direction). Land Pier - Utilize RC Pier and verify with Strut and Tie Software developed by University of Illinois. Assume 6 crash wall designs for spans over railroads. Soil Structure interaction analysis in transverse direction assuming single row of drilled shafts

  Water Piers - Utilize RC Pier and verify with Strut and Tie Software developed by University of Illinois, Soil Structure interaction analysis assuming drilled shaft group Includes design check.

- Create Larsa Spline Model for Lateral Load Analysis. Used to obtain proper distribution of lateral forces down to foundation elevations

- Computation of lateral loads from wind, braking, temperature and centrifugal combined to AASHTO Group Loadings and application to Larsa model. Originate computations based on AASHTO Group Loadings. Includes lateral load analysis check.

- Barge Impact Analysis

  Vessel Collision evaluation per AASHTO section 3.14, Extreme Event II load case. Bridge design will absorb impact elastically.

  1. Annual Frequency of collapse analysis and criterion check (assume lateral resistance of pier greater than vessel impact force thus criterion met).
  2. Determine barge collision velocity.
  3. Determine vessel collision energy.
  4. Determine barge bow damage length.
  5. Determine barge collision force on pier.
  6. Determine application of impact force.
  7. Barge Impact Analysis Check

- Stability Analysis of River and Canal Bridge Units from vessel collision. Apply vessel collision load to Larsa model for stability check of canal span unit.

- Girder Design (PPC bulb-T) analysis (24 spans x 3 beam spacings). Conspan computer analysis 24 spans x 3 girder spacings. Task includes PPC beam design check.

- Spliced Bulb-T Units. Consplice computer analysis. Analysis of 7 continuous span units. Multiple precast segment beam segments connected with CIP concrete splices utilizing longitudinal post-tensioning with CIP concrete slabs.

  Section Properties

  Definition of section properties considering 2015 introduced IDOT bulb T sections, WisDOT bulb T sections, and INDOT bulb T sections modified if needed to thicken webs for post tensioning per recommendations of research by University of Illinois.

  Time Dependent Material Properties

  Definition of modulus of elasticity and compressive strength based on time of concrete placement for beam, splices and composite deck

  Construction sequence (7 units)

  Definition of longitudinal staged construction sequence for analysis of bridge unit frame.

  Tendon layouts (7 units)

  Consideration of single or multiple stage post-tensioning. After casting the splices initial tendons are stressed and after the deck is cast on the continuous precast girders the remaining tendons are stressed. Analysis of tendon profiles linear and parabolic patterns. Analysis of tendon elongation.

  Live load analysis (7 units)

  Perform moving live load analysis and generate influence lines for HL93 and IL 120 loading.

  Analysis of Temperature Effects (7 units)

  Analyze negative and positive uniform temperature changes and temperature gradients and as well as compile resulting forces to be applied to substructure)

  Instantaneous Loss Analysis (7 units)

  Instantaneous prestress loss analysis due to anchorage set, friction, and elastic shortening

  Time Dependent Analysis (7 units)

  Spans made continuous with post-tensioning cause internal forces in the girders to vary with time. Time-dependent prestress losses resulting from interdependent factors due to creep, shrinkage, and relaxation. Time-dependent analysis of concrete superstructure and bridge unit and resulting forces applied to substructure during and after the longitudinal construction phase. Analysis of time dependent force differences from two different transverse bridge construction stages

  Stress Summary (7 units)

  Compilation of beam stresses and forces applied to substructure from stages of construction to long term condition. Assumes up to 3 iterations considering different construction stages and durations.

Ultimate Moments (7 units)

Compilation of force effects from AASHTO Group loadings to determine ultimate moment check.

Ultimate Shear (7 units)

Compilation of force effects from AASHTO Group loadings to determine ultimate moment check.

Construction Loading (7 units)

Analysis of force effects from construction loading. Analysis to compare shoring versus strong back to construct splices. Determine construction loads applied to temporary shoring towers.

- Top of Deck Elevations and Adjustments for Deflections/screed calculations based on 31 spans and 3 beam spacings.

- Steel Plate Girder Bridge Units (2) for long spans over canal and river

Refined Superstructure Analysis

Refined Superstructure Analysis by 3D Finite Element Method required per AASHTO LRFD Article 4.4. Span lengths exceed range of applicability for use of Live Load Distribution Factors in Article 4.6.2.2. Refined analysis is necessary to properly account for most realistic and accurate representation of the superstructure. Each component individually modeled along with its corresponding deflections and rotations in every direction. Includes:

FEM Model Creation and Geometry;

Determine initial plate sizes with MDX;
Determine and input section properties to Larsa
Determine and input dead loads to Larsa
Determine and input live loads - strength cases
Determine and input live loads - fatigue cases
Determine and input live loads - deflection cases
Determine and input wind load
Determine and input braking and thermal loads
Combination of Load Effects and Output synthesis

Detailed Manual Steel Superstructure Design and check.

Check section proportion limits
Determine Plastic Moment Capacity Pos & Neg
Determine section compactness
Design for flexure - strength limit state
Design for shear
Design transverse intermediate stiffeners
Design for flexure - fatigue and fracture
Design for flexure - service limit state

Design for flexure - constructibility check
Check Wind Effects on girder flanges
Determine girder camber
Determine moment and reaction tables
Develop moment envelopes for CVN limits
Develop girder haunch details
Design flange to web weld
Design shear connectors
Design cross frames and end diaphragms
Design lateral bracing
Design field splices
Design for future jacking and bearing replacement

Erection Sequence

Conceptual Erection Sequence Analysis per AASHTO LRFD Article 2.5.3 Stability check during critical stages of construction. Necessary to avoid locked in erection forces. Feasible construction method to be shown in plans. Need for temporary support and bracing to be shown.

Deck Pour Sequence

Deck Pour Sequence analysis. Check of deck stresses at each pour to determine construction stress is less than 90% of modulus of rupture utilizing Larsa model. (2 steel girder bridge units)

- Deck/Parapet design & detailing
  CIP Deck design for initial thickness up to 9" and 50psf future overlay in accordance with AASHTO provisions based on 31 spans and 3 girder spacings. Includes deck design check.

- Expansion joint detailing (10 Exp. Joint x 2 bridges)
  Compilation of bridge movements due to AASHTO Group loading involving temperature. Analysis of parapet sliding plate and point block details.

- Bearing design and detailing (32 bearing locations grouped to 16 bearing designs)
  Up to 8 different elastomeric bearing designs, up to 8 HLMR (Disc) Bearings for steel girders (4 fixed 4 guided expansion). Includes bearing design check.

- Closed Drainage System Layout. Analysis to consider suspension of drainage system and ability to accommodate thermal movements. Analysis of scupper locations and conflicts with girder elements. Hydraulic calculations not included.

- Deck Staging detail design (closure pours, deflections) Determination of need for deck closure pours between construction stages due to differential girder deflections (2 closure joints)

Lochner/HDR/Quigg

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104.2. Develop Design Plans:

	Drawing List	Number of sheets
o	General plan and elevation	4
o	General Notes/Bill of Materials/Index of Sheets	6
o	Bridge stage construction and removal	20
o	Temporary soil retention system plan and elevation	8
o	Existing structural (deck, pier and abutment) modifications for construction staging	20
o	Temporary work conceptual details (false work, cofferdam, bracing, etc.)	8
o	Existing abutment, pier and deck staged removal	59
o	Proposed foundation layout	16
o	Pile driving record (abutments)	4
o	Pile Splice Details	1
o	Drilled shaft installation record (Piers)	8
o	Causeway plan and details for pier construction and removal	7
o	Slopewall details	1
o	Abutment plan/elevation/details (incl. rebar details and schedule)	8
o	Wingwall details	2
o	Pier plan/elevation/details (30 piers x 2 directions, 2 piers per group) (incl. rebar details and schedule)	90
o	Framing plans	31
o	Design data tables	6
o	Girder elevations and details (24 spans Bulb T and 7 spans steel girder for river span unit and canal span unit)	19
o	Girder details Moment and Reaction Tables (steel girder units)	2
o	Camber top of web tables/field splice/cross frame/stiffener and connection pl/lateral bracing (steel girder units)	10
o	HLMR (Disc) Bearings for steel girders (2 fixed 5 guided expansion)	7
o	PPC bulb-T interior/end diaphragm details (spliced bulb-T spans)	20
o	Bulb-T segment elevation and details/closure pour details (spliced bulb-T spans)	61
o	Beam closure pour details (spliced bulb-T spans)	24
o	Beam closure pour reinforcement details (spliced bulb-T spans)	2
o	Post-tensioning layout (spliced bulb-T spans)	43
o	Beam deflection and build-up (spliced bulb-T option) (7 units)	21
o	Temporary bracing plans (spliced bulb-T option) (7 units)	7
o	Erection sequence (spliced bulb-T or steel option) (7 units)	7
o	Bearing details (bulb-T Spans, 9 types)	9
o	Top of slab elevation (deck/approach slab screed table)	98
o	Deck plans (31 spans)	31
o	Deck pouring sequence	4
o	Bridge cross section	4
o	Parapet/median barrier elevations	44

o Superstructure details (scupper, navigation light, utility support, closure pour, protective shield)	12
o Deck reinforcement details and bill of materials	8
o Expansion joint details (modular, strip seal, etc.) (9 units)	12
o Drainage scupper details	1
o Bridge drainage layout/details (31 spans)	9
o Existing approach slab removal	2
o Approach slabs (staged construction, approach bents)	6
o Temporary jacking/sliding/transporting support details (ABC related)	4
o Bridge Monitoring System Support	2
o Temporary concrete barrier details	1
o Mechanical and bar splicer	1
o Soil borings	70
Total	840

- Implement QC/QA procedure
- Quantity take-offs. Perform calculations assuming up to 100 pay items
- Special provisions (prefinal/final)
- Estimate of Construction Cost. Tasks assumes utilize bid tabs for unit costs multiplied by pay item quantity
- Special provisions (prefinal/final).
  Special provisions will be developed for items not covered in the IDOT Standard Specs, Supplemental Specs, and Guide Bridge Special Provisions such as project specific restrictions related to demolition and construction of facilities impacting USACE facilities and Maritime operations; drilled shaft specs; girder erection limitations.
- Advance procurement contract package production. (4 sub-packages related to Mile Long Bridge)
- Constructability review. To be performed at each submittal by senior structural engineer and assumes 3 submittals
- Bridge Superstructure Rating Form.
  Task includes completing ISTHA rating form for proposed structure and assumes 31 spans
- Addressing and providing dispositions to the review comments per conceptual/prelim/prefinal/final (30/60/95/100) submittals
- Temporary Works Conceptual Design

  Shoring/Support - Identify up to 30 potential temporary shoring bents for girder erection

  Cofferdams - Up to 4 conceptual plan layouts for cofferdams

  Causeways - Up to 2 conceptual plan layouts and typical sections

  Earth Retention Systems - Up to 8 conceptual layouts of soil retention systems

ABC Structural Analysis Related to Jacking, Sliding, or SPMT transport. Implementation of ABC recommendations in Bridge Type Study as they relate to structural analysis of proposed permanent structure. Analysis of construction stresses that must be resisted by the structure during the move. End diaphragm modifications to span between lift or slide points. Design related to precast elements is not included.

- Structural Plans – Other Structures

104.3. Retaining Wall #2

Retaining Wall #2 is connected with Mile Long Bridge East Abutment as part of the bridge wingwall extension. It is located along the southbound lane between the Mile Long Bridge and LaGrange Rd (1000 ft. length). It will be directly impacted by the existing Mile Long Bridge reconstruction and widening. Therefore, this is included in the base scope.

- Meetings/Inter-discipline coordination/Coordination with Tollway, railroads, utility companies, various public agencies
- Analysis & Design
  - Caisson/pile layout, analysis & design
  - Footing and stem wall concrete design
  - Stem wall deflection analysis
- Plan Production
  - General Plan & Elevation
  - General Notes/Bill of Materials/Index of Sheets
  - Typical sections (with adjacent roadway sections, backfill details, pipe underdrain details, etc.)
  - Detail plan and elevation (reinforcement layout)
  - Sections (reinforcement layout)
  - Wall support details for street lighting, signage, traffic signal
  - Reinforcing schedule
  - Steel pile splice details
  - Architectural finish details
  - Concrete parapet slipforming option
  - Soil borings
- Implement QC/QA procedure
- Quantity take-offs
- Construction Cost Estimates
- Special provisions
- Constructability review
- Addressing and providing dispositions to the review comments per conceptual/prelim/prefinal/final (30/60/95/100) submittals

104.4. Noise Wall # 1

Noise Wall No. 1 is connected with Mile Long Bridge and adjacent to the SB lanes (Precast Concrete Wall Along SB I-294 West of LaGrange Road - 920'). It will be directly impacted by the existing Mile Long Bridge reconstruction and widening. Therefore, this is included in the base scope.

- Analysis & Design – Precast wall panels on drilled shaft or retaining wall option
  - Drilled shaft layout, analysis & design (if applicable)
  - Precast wall panel and connection design
- Plan Production
  - General Plan & Elevation
  - General Notes/Bill of Materials/Index of Sheets
  - Typical sections (with adjacent roadway sections, etc.)
  - Precast wall panel sections and details (reinforcement layout, architectural finish details)
  - Soil borings (if applicable)
- Implement QC/QA procedure
- Quantity take-offs
- Construction Cost Estimates
- Special provisions
- Constructability review
- Addressing and providing dispositions to the review comments per conceptual/prelim/prefinal/final (30/60/95/100) submittals

105. <u>Lighting/Signals/ITS Phase II</u>

Lighting plans, special provisions and cost estimate will be created based on which design alternative in the Master Plan is chosen. This task includes attendance at meetings as required. Temporary and permanent traffic signal plans will be prepared for the 75th Street interchange ramp terminals. ITS plans, special provisions and cost estimate will be created based on which ITS technologies the Tollway wants to install from the Master Plan. Electric service locations will be determined and coordinated with the Tollway and the local electric utility as required. This task also includes attendance of meetings as required. Plans and details for removal and relocation of existing ITS infrastructure and also for the proposed ITS infrastructure will be included

105.3.1 Existing, temporary and removed Lighting

Temporary lighting and lighting removal plans will be created. Separate plans will be created for each phase (MOT) of construction. The temporary plans will include details for light poles, aerial cabling, control cabinets along with associated service locations. Removal plans will include the locations of light poles, luminaires, controllers, services, handholes, junction boxes and conduit/wire to be removed. The plans will include the following:

- Mainline (Sta. 1086+00 to 1193+00)
- 75th St. Interchange
  - Northbound Ramps and Southbound Ramps

- Westbound Archer Avenue Ramp to Southbound I-294 (from ramp split at westbound Archer Avenue to northbound LaGrange Road)
- Underpass Lighting
  - Northbound I-294 ramps (i.e.; 75th Street/UPS Way) under I-294
  - Santa Fe Drive
- Navigation Lighting for Chicago Sanitary and Shipping Canal Lighting

105.3.2 Proposed Lighting

Proposed lighting plans will be created. The plans will include locations and details of all light poles, luminaires, controllers, services, handholes, junction boxes, conduits/wire to be installed. Electric service locations will be determined and coordinated with the Tollway and the local electric utility. The plans will include the following:

- Mainline (Sta. 1086+00 to 1193+00)
- 75th St. Interchange
  - Northbound Ramps and Southbound Ramps
- Westbound Archer Avenue Ramp to Southbound I-294 (from ramp split at westbound Archer Avenue to northbound LaGrange Road)
- Underpass Lighting
  - Northbound I-294 ramps (i.e.; 75th St./UPS Way) under I-294
  - Santa Fe Drive
- Navigation Lighting for Chicago Sanitary and Shipping Canal

105.3.3 I-294 Northbound Ramps at 75th Street Intersection - Temporary Traffic Signal Design

This task includes development of temporary traffic signal plans for the signalized intersection of 75th Street at the northbound I-294 ramps (near station 1162+00), which is anticipated to be required for staging construction of the I-294 bridge over these ramps. This assumes that the temporary traffic signals are needed for stage construction only, and that no geometric improvements will be made at this intersection, and therefore the existing traffic signals can remain after construction is completed. The following scope of services is included with this task.

- Data Collection:

  LHQ will utilize the roadway and geometric improvement plans provided by Lochner for plan development. This data will be supplemented by a field reconnaissance of this intersection to verify existing conditions.

- Temporary Traffic Signal Plans
  - Upon completion of data collection, LHQ will prepare temporary traffic signal plans for the signalized intersection of 75th Street (UPS Way) at I-294 northbound ramps, which will include the following:
  - Base Sheet Preparation: We will prepare base sheets at a scale of 1" = 20' for the temporary traffic signal installation plans and 1"= 50' for the traffic signal interconnect

plans.

- Temporary Traffic Signal Installation Plans: LHQ will prepare the temporary traffic signal installation plans using the assembled base sheet information, based on current Tollway standards or other standards as applicable. The temporary traffic signal installation plans will include the following:
  - De-energize and cover existing traffic signals
  - Temporary Traffic Signal Installation Plan.
  - Phase Designation Diagram.
  - Interconnect Plans, as applicable.
  - Temporary Emergency Vehicle Preemption, as applicable.
  - Summary of Quantities.
  - Technical specifications employing Tollway or other special provisions as applicable.
- Estimate of Cost: An engineer's opinion of probable construction cost will be prepared for the project based on the final plans.
- Coordination with Local Agencies: We will meet with Tollway staff as/if required to clarify specific design criteria and to review design comments. We will attend up to two meetings for this task.

105.3.4 Existing Mainline ITS (Sta. 1086+00 to 1193+00)

Plans and details for the existing ITS infrastructure will include:

- Relocation
- Removal
- Maintenance

105.3.5 Proposed Mainline ITS (Sta. 1086+00 to 1193+00)

It is assumed that the Tollway and/or the DCM will determine the proposed ITS technologies to be used and perform the design to ensure uniform ITS architecture throughout corridor and region. We will coordinate with the Tollway and/or DCM as required and incorporate their design into this project. Electric service locations will be determined and coordinated with the Tollway and the local electric utility as required. Plans and details for proposed ITS infrastructure and also for the proposed ITS infrastructure will include:

- ITS Device Location
- ITS Device Identification
- ITS Device Communication
- Infrastructure for Proposed Devices
- Infrastructure of Future devices/Technologies

106. <u>Permitting Phase II</u>

On the basis of the 60% plans, submittals of permit applications will begin. Due to review times, the permitting effort may extend through the Pre-Final Design Phase (95% Plans). This project will require a Section 404 permit, Section 401 Water Quality Certification, and Interagency Wetland Policy Act Permit. It will also require permits from IDNR-OWR for Floodway Construction. The

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project may also require an MWRD Watershed Management permits if it includes roadway or railroad development including sewers, drainage, or detention in combined sewer areas or a new outfall to a waterway. Per the MWRD website, Western Springs is a combined sewer community. The design team will assist the Tollway with preparation and submittal of the necessary documentation. Each of the applications requires extensive work effort.

USACE - Clean Water Act Section 404 Permit Application

It is assumed that this project will be reviewed as an Individual Permit by the USACE and IEPA. On this basis, the following documents will be prepared/compiled for inclusion in the application packages/.

- Joint Permit Application form
- Mailing Labels
- Draft USACE Public Notice
- Section 404 (b)(1) documentation
- Alternative Sites Analysis – Based on the findings of the Environmental Assessment (EA)
- Avoidance and minimization documentation
- Wetland Assessment report
- Threatened and Endangered Species Documentation
- Archeological Resources – provided by others
- Project description and construction plans (including grading and soil erosion and sediment control)
- Coordination of Mitigation Credits

The following provides the expected outline of the Individual Permit Application:

1.0 *Introduction - Objectives/Permitting Strategy*
2.0 *Purpose & Need (i.e., Basic Project Purpose - USACE Terminology)*
3.0 *Alternatives (summarize Tier One and Tier Two)*
4.0 *Project Description*
  4.1 *Soil Erosion and Sediment Control Summary (including proposed review process)*
  4.2 *Post Construction Water Quality Best Management Practices (PC BMP) Summary*
5.0 *Wetland and Waters of the U.S. Resources*
  5.1 *Wetland/Waters Regulations*
  5.2 *Project Site Wetlands and Waters of the U.S. Summary*
  5.3 *Wetland Impact Summary*
  5.4 *Waters Impact Summary*
6.0 *Wetland/Waters of the U.S. Mitigation*
  6.1 *Summary of Agency Coordination*
  6.2 *Finalist Mitigation Site(s) and Proposed Conceptual Wetland/Waters of the U.S. Mitigation Plan*
  6.3 *Mitigation Summary*
7.0 *TITLE 40 CFR Part 230 – Section 404(b)(1) "Guidelines for Specification of Disposal Sites for Dredged or Fill Material"*
  7.1 *Subpart B – Compliance With the Guidelines*

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7.1.1 § 230.10 – Restrictions on Discharge

7.1.2 § 230.11 – Factual Determinations

7.1.3 § 230.12 – Findings of Compliance or Non-Compliance with the Restrictions on Discharge

7.2 Subpart C – Potential Impacts on Physical and Chemical Characteristics of the Aquatic Ecosystem

7.3 Subpart D – Potential Impacts on Biological Characteristics of the Aquatic Ecosystem

7.4 Subpart E – Potential Impacts on Special Aquatic Sites

7.5 Subpart F – Potential Effects on Human Use Characteristics

7.6 Subpart G – Evaluation and Testing

7.7 Subpart H – Actions to Minimize Adverse Effects

8.0 TITLE 33 CFR Part 320.4(a)(2) – General Policies for Evaluating Permit Applications

The following Appendices to the Individual Permit Application may be provided (to be determined):

- *Joint Permit Application Form*
- *Mailing Labels*
- *Wetland and Waters of the U.S. Impact Summary Tables*
- *Proposed Conceptual Wetland/Waters of the U.S. Mitigation Plan(s)*
- *Table: List of Required Approvals or Certifications*
- *Wetland and Waters of the U.S. Delineation Report*
- *Summary USACE Field Visit Meeting Minutes*
- *State and Federal Threatened and Endangered Species Coordination*
- *Cultural Resources/Historic Properties Coordination*
- *CWA Section 305(b)/303(d) and Total Maximum Daily Load Summary*
- *Pollutant Loading Analysis Summary Memoranda (Chlorides, TSS, Heavy Metals)*
- *Grading Plan (reduced 8½" x 11")*
- *Soil Erosion and Sediment Control Plan (reduced 8½" x 11")*
- *Drainage Plan with BMP Concept (reduced 8½" x 11")*
- *Landscape Plan (reduced 8½" x 11")*

It is anticipated that the package will go through two review iterations prior to submittal to the USACE. We anticipate some coordination and response to all comments during review will also be necessary. Meetings and follow-up with the agency may be required to facilitate their review. We expect that there will be up to three responses to comments prepared. Following receipt of each review, revision to documents will be made as necessary and dispensation of comments prepared. A revision packet will be prepared and submit to initiate the next review.

IEPA - Water Quality Certification – Section 401 Permit Application

If an Individual Section 404 Clean Water Act permit from the U.S. Army Corps of Engineers (USACE) will be required, an Individual Water Quality Certification and Anti-Degradation Review will be required from IEPA. We will prepare the necessary support documentation to assist the Tollway

with preparation and submittal of the application package. It is anticipated that the package will go through two review iterations prior to submittal to IEPA. We anticipate some coordination and response to comments during review will also be necessary. We expect that there will be up to three responses to comments prepared. Following receipt of each review, revision to documents will be made as necessary and dispensation of comments prepared. A revision packet will be prepared and submit to initiate the next review.

We expect the Application Package to follow the outline below.

1.0 Introduction - Objectives/Section 404 CWA Permitting Strategy
2.0 Purpose & Need (i.e., Basic Project Purpose - USACE Terminology)
3.0 Project Description
- *3.1 Project Description*
- *3.2 Soil Erosion and Sediment Control Summary (including proposed review process)*
- *3.3 Post Construction Water Quality Best Management Practices (PC BMP) Summary*

4.0 Anti-degradation Assessments (35 IAC, Section 302.105)
- *4.1 Identification, Characterization, and Uses of the Affected Waterbody*
- *4.2 Identification and Quantification of Proposed Pollutant Load Increases or Potential Impacts*
  - *4.2.1 Pollutant Loading Analysis*
  - *4.2.2 Potential Impacts and Mitigation*
- *4.3 Purpose and Anticipated Benefits of the Proposed Activity*
- *4.4 Assessments of Alternatives (summarize Tier One and Tier Two)*
- *4.5 Additional Information Requested by the Illinois Environmental Protection Agency*
- *4.6 Proof that the Application has been provided to the Illinois Department of Natural Resources*

Interagency Wetland Policy Act (IWPA) IDNR Permit Application

If wetland is impacted for this project, the DSE will prepare and submit on behalf of the Tollway the required IWPA permit application. This package would include the proposed wetland mitigation approach. It is anticipated that the package will go through two review iterations prior to submittal to IDNR. We anticipate some coordination during review will also be necessary.

MWRD Watershed Management Permit Application

The DSE will assist with preparation of the Cook County Watershed Management Ordinance Application Package. Specifically, the DSE will prepare the Wetland and Wetland Buffer documentation required for the permit application. Application fees may apply. The fee amount is not included.

NPDES Permit

The DSE will prepare a partially completed Notice of Intent for NPDES Permit No. ILR10.

107. Cost Estimates/Schedules Phase II

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Cost estimates and estimated construction duration schedules for major activities for the assumed contract packages (6 packages assumed) will be provided in Phase II in accordance with Section 4.3 and Section 8.0 of the DSE manual.

108. Production Management/Document Control

This task is for the overall production management of the various design contract packages (6 maximum assumed, including CAD management and Document Control of the various CAD files and project specifications, correspondence, meeting minutes, design calculations and other applicable project documents.

- CAD Management – CAD files will be in accordance with Tollway standards and in current Tollway version of Microstation and Geopak
- Document Control – Project Documents to be stored on Projectwise

MANAGEMENT AND ADMINISTRATION

200. Management and Administration

200.1. Management and Administration

This task is overall project management and administration, including assistance with developing and monitoring progress with respect to the established overall project schedule, staffing resource allocation based on planned worked schedules and targeted deliverables, and preparing project progress reports, and invoicing for the LHQ Tri-State Partners team.

200.2. Project Controls

Project controls will be provided in accordance with Section 2 of the DSE Manual including the Web-based project management system.

200.3. Meetings and Coordination

Meetings and coordination for the project duration and in close coordination with Contract 4223 (Master Plan), Contract 4224 (DCM), future adjacent Phase II DSEs, the GEC, the PMO and the Tollway up to 500 meetings.

QUALITY CONTROL/QUALITY ASSURANCE

301. Consultant Quality Plan

Implementation of the project Consultant Quality Plan approved by the Tollway.

CONTINGENCY

1. Type Size & Location Plans

TS&L plans will be developed following the acceptance of the Bridge Condition Report, Structure Condition Report and Structure Type Studies. The TS&L will be developed in accordance with the

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latest Tollway Structure Manual and IDOT Bridge Manual. A Structural Geotechnical Report will accompany the TS&L.

TS&L Plans will be produced for the following structures:

1. I-294 over LaGrange Road Bridge

   The proposed replacement bridge is assumed to be two spans and parallel twin structures. The TSL may also include a temporary widening instead of replacement structure.

2. Retaining Walls

   a. Retaining Wall #1 - Along NB lane between Archer and LaGrange Rd. - 1700 ft
   b. Retaining Wall #3 - Along North Side of Entrance Ramp of 75th St. - 550 ft
   c. Retaining Wall #4 - Along South Side of SB of I-294 at SE of 5th Ave. Bridge - 650 ft

2. **LaGrange Road Bridge – Full Replacement**

Phase II Design for the complete replacement of the LaGrange Road Bridge to accommodate up to the 5 lane with Lane Zero Tri-State Tollway roadway typical section. The replacement structure will be designed to span the existing LaGrange Road geometry and the design may be included in a mainline bridge construction package or advance construction package. The LaGrange Road vertical clearance under the Tollway is assumed to be increased from 14'-2" up to 15'-3" and existing roadway footprint and lane configuration will remain.The design will be in accordance with DSE Manual Section 4 for Roadway, Drainage, Maintenance of Traffic, Pavement Marking, Lighting, Erosion Control, and Structural as noted below:

Phase II Roadway Plans:

LaGrange Road is a 6 lane divided highway with a median. The reconstruction of La Grange Bridge will alter the existing underclearances. Plan and profile sheets will be required to modify the LaGrange Road profile to maintain the IDOT required minimum underclearance. LaGrange Road existing and proposed typical sections and cross sections at 100 foot intervals will be required. The LaGrange Road reconstruction limits are limited to 1200 feet in total length. MOT plans will be required to demolish and reconstruct the bridge.

Phase II Drainage Plans:

The proposed drainage design and drainage plans will be prepared based on the roadway improvements required for the alteration of LaGrange Road as described above in the Phase II Roadway Plans. The drainage plans will not include additional drainage improvements for existing drainage issues unrelated to the alteration of the roadway due to the Tri-State improvements. It is assumed that stormwater detention will not be required for the LaGrange Road improvements since the pavement width is assumed to be maintained as a 6 lane section. It is also assumed that major revisions to a storm sewer trunkline will not be required to due vertical clearance issues.

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Phase II Structural Plans:

- Meetings/Inter-discipline coordination/Coordination with Tollway, utility companies, various public agencies
- Structural Analysis & Design
  - Accelerated Bridge Construction Considerations
  - Abutment analysis & design
  - Wingwall layout, analysis & design
  - Pier analysis & design
  - Girder analysis
  - Deflections/screeds
  - Deck/Parapet design & detailing
  - Expansion joint design
  - Bearing design and detailing
  - Drainage layout
- Structural Plan Production
  - General Plan & Elevation
  - General Notes/Bill of Materials/Index of Sheets
  - Substructure Layout
  - Temporary Soil Retention Plans
  - Slope paving
  - Substructure installation record tables
  - Abutments (2 abutments)
  - Abutment Details
  - Wingwalls
  - Pier Details
  - Framing Plan
  - Bearing Details
  - Superstructure Elevations
  - Superstructure Details – diaphragms, girder details
  - Deck Plans
  - Expansion Joint Details
  - Drainage Scupper Details
  - Bridge Drainage Layout/Details
  - Existing Approach Slab Removal
  - Approach Slabs
  - Temporary Concrete Barrier Details
  - Mechanical and bar splicer
  - Soil borings
- Implement QC/QA procedure
- Quantity take-offs
- Estimate of Construction Cost & Time
- Special provisions
- Advance procurement contract package production

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- Constructability review
- Addressing and providing dispositions to the review comments per conceptual/prelim/prefinal/final (60/95/100) submittals
- Bridge Superstructure Rating Form

Phase II Lighting Plans:

Temporary lighting and lighting removal plans will be created. Separate plans will be created for each phase (MOT) of construction. The temporary plans will include details for light poles, aerial cabling, control cabinets along with associated service locations. Removal plans will include the locations of light poles, luminaires, controllers, services, handholes, junction boxes and conduit/wire to be removed.

Proposed lighting plans will be created. The plans will include locations and details of all light poles, luminaires, controllers, services, handholes, junction boxes, conduits/wire to be installed. Electric service locations will be determined and coordinated with the Tollway and the local electric utility.

3. **Retaining Walls**

Phase II structural design included in a mainline bridge construction package for the complete replacement of the following retaining walls are included:

a. Retaining Wall #1 - Along NB lane between Archer and LaGrange Rd. - 1700 ft

b. Retaining Wall #3 - Along North Side of Entrance Ramp of 75th St. - 550 ft

c. Retaining Wall #4 - Along South Side of SB of I-294 at SE of 5th Ave. Bridge - 650 ft

Phase II Structural Plans:

- Meetings/Inter-discipline coordination/Coordination with Tollway, railroads, utility companies, various public agencies
- Analysis & Design
  - Caisson/pile layout, analysis & design
  - Footing and stem wall concrete design
  - Stem wall deflection analysis
- Plan Production
  - General Plan & Elevation
  - General Notes/Bill of Materials/Index of Sheets
  - Typical sections (with adjacent roadway sections, backfill details, pipe underdrain details, etc.)
  - Detail plan and elevation (reinforcement layout)
  - Sections (reinforcement layout)
  - Wall support details for street lighting, signage, traffic signal
  - Reinforcing schedule
  - Steel pile splice details
  - Architectural finish details
  - Concrete parapet slipforming option

- Soil borings
- Implement QC/QA procedure
- Quantity take-offs
- Construction Cost Estimates
- Special provisions
- Constructability review
- Addressing and providing dispositions to the review comments per conceptual/prelim/prefinal/final (60/95/100) submittals

4. Noise Wall

Phase II structural design included in a mainline bridge construction package for the complete replacement of Noise Wall 2 - Precast Concrete Wall North of NB I-294 West of 75th St - 1130' Long

Phase II Structural Plans:

- Analysis & Design – Noisewalls are assumed to be performance based.
- Plan Production
  - General Plan & Elevation
  - General Notes/Bill of Materials/Index of Sheets
  - Typical sections (with adjacent roadway sections, etc.)
  - Soil borings (if applicable)
- Implement QC/QA procedure
- Quantity take-offs
- Construction Cost Estimates
- Special provisions
- Constructability review
- Addressing and providing dispositions to the review comments per conceptual/prelim/prefinal/final (30/60/95/100) submittals

5. Box Culverts

Phase II drainage design in accordance with DSE Manual Section 4 and Structural Design for the complete replacement of following box culverts:

a. Box Culvert 1 – Cast-in-Place 9'x5' Culvert (250 ft long)

b. Box Culvert 2 - 4'x4' Precast Culvert (250 ft long)

c. Box Culvert 3 - 4'x4' Precast Culvert (250 ft long)

These designs would be included in a mainline bridge construction package.

Phase II Structural Plans:

- Analysis & Design – Single cell CIP box culvert option
  - Box culvert LRFD design/analysis
- Plan Production
  - General Plan & Elevation
  - General Notes/Bill of Materials/Index of Sheets
  - Temporary soil retention system plan and elevation
  - Stage construction
  - Temporary concrete barrier
  - Culvert plan bottom slab details
  - Culvert plan top slab details
  - Culvert sections and details
  - Wingwall plan and elevation
  - Reinforcement schedule
  - Bar splicer assembly
  - Soil borings
- Implement QC/QA procedure
- Quantity take-offs
- Construction Cost Estimates
- Special provisions
- Constructability review
- Addressing and providing dispositions to the review comments per conceptual/prelim/prefinal/final (60/95/100) submittals

6. **Sign Structures**

Phase II structural design included in a mainline bridge construction package for the complete replacement of three (3) overhead sign structures :

Phase II Structural Plans:

- Geotechnical, utility, survey/ROW/Roadway coordination
- Analysis & Design
  - Drilled shaft foundation design/analysis
- Plan Production
  - Overhead sign structure span type - structure details (F1-05)(1/5)
  - Overhead sign structure span type - structure details (F1-05)(2/5)
  - Overhead sign structure span type - structure details (F1-05)(3/5)
  - Overhead sign structure span type - structure details (F1-05)(4/5 or 5/5)
- Implement QC/QA procedure
- Quantity take-offs
- Construction Cost Estimates
- Special provisions
- Constructability review

- Addressing and providing dispositions to the review comments per conceptual/prelim/prefinal/final (60/95/100) submittals

7. ITS Structures

Phase II structural design included in a mainline bridge construction package for the complete replacement of three (3) (including two overhead ad one cantilevered) ITS structures:

Phase II Structural Plans:

- Geotechnical, utility, survey/ROW/Roadway coordination
- Analysis & Design
  - Structural analysis check of Tollway standard steel portal frame
  - Drilled shaft foundation design/analysis
- Plan Production
  - General Plan & Elevation
  - General Notes/Bill of Materials/Index of Sheets
  - Sections and details
  - Foundation details
  - Reinforcing schedule
  - Column base mounting details
  - Soil borings
- Implement QC/QA procedure
- Quantity take-offs
- Construction Cost Estimates
- Special provisions
- Constructability review

8. Toll Plaza

Phase II design included in a mainline bridge construction package for the relocation and replacement in-kind of the existing 75th Street Interchange two (2) toll plazas 34A and 34B.

Work under this task will include plans, special provisions, and cost estimate. Design work will include lighting, electrical, mechanical, structural, roadway and architectural work. We assume any required microwave path studies will be performed by others. Electric service revisions will be determined and coordinated with the Tollway and the local electric utility as required. This task also includes meetings as required. The improvements will include:

- Existing Relocation
- Existing Removal
- Existing Maintenance
- Proposed Toll Collection Infrastructure
- Proposed Control Building and Antenna Tower

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- Toll Plaza Lighting

Phase II Structural Plans:

- Geotechnical, utility, survey/ROW/Roadway, mechanical, electrical coordination
- Analysis & Design
  - Plaza Monotube and barrier Design
  - Column and drilled shaft foundation design/analysis
- Plan Production
  - General plan & elevation
  - General Notes/Bill of Materials/Index of Sheets
  - Monotube typical sections (Tollway Standard Details)
  - Monotube Steel details
  - Monotube Foundation details
  - Crash wall details
  - Misc. details (electrical and mechanical related details)
  - Reinforcing schedule
  - Soil borings
- Implement QC/QA procedure
- Quantity take-offs
- Construction Cost Estimates
- Special provisions
- Constructability review

9. Local Roads and Commercial Properties – Phase II Access and Restoration

Several local public roads exist within the potential footprint of the replacement structure for the Mile Long Bridge. The base scope includes restoration of the local roads Sante Fe Drive, UPS Way and limited MWRD access. This contingency item includes reconfigurations of these local roads above and beyond restoration to the original condition.

Several commercial properties are on the existing Mile Long Bridge alignment and will be impacted by construction as well as the proposed replacement structure. This contingency item includes reconfiguration of driveway entrances and restoration of parking lots.

The I&M trail system crosses underneath the Mile Long Bridge at the South end and may be impacted by construction activities. This item includes temporary detour of the trail and restoration to the original condition.

10. Traffic Signal Plans

This task includes development of temporary traffic signal plans and traffic signal modernization plans for the signalized intersection of 75th Street at the southbound I-294 ramps, and traffic signal

modernization plans for the signalized intersection of 75th Street at the northbound I-294 ramps. The following scope of services is included with this task.

- Data Collection:

  Additional field reconnaissance of the intersections will be performed to verify existing conditions, and identify any additional data collection needs.

- Traffic Signal Plans

  Upon completion of data collection, LHQ will prepare traffic signal plans (temporary and modernization) for 75th Street at I-294 southbound ramps, and traffic signal modernization plans for 75th Street at I-294 northbound ramps, which will include the following work tasks for each.

  - Base Sheet Preparation: LHQ will prepare base sheets at a scale of 1" = 20' for the traffic signal installation plans and 1"= 50' for the traffic signal interconnect
  - Traffic Signal Installation Plans: LHQ will prepare the traffic signal installation plans using the base sheet information from Task 10.3. The traffic signal installation plans will be developed based on current Tollway or other standards as applicable. The traffic signal installation plans will include the following:
    - Temporary Traffic Signal and Removal Plans (75th Street at I-294 southbound ramps)
    - Preliminary, Pre-final and Final Traffic Signal Installation Plan (75th Street at I-294 southbound ramps and 75th Street at I-294 northbound ramps).
    - Cable Plan.
    - Phase Designation Diagram.
    - Interconnect Plans.
    - Interconnect System Schematic.
    - Loop Detector Detail and General Notes.
    - Mast Arm Mounted Street Name Signs.
    - Emergency Vehicle Preemption.
    - Grounding Details.
    - Summary of Quantities.
    - Technical specifications employing Tollway or other special provisions as applicable,
  - Estimate of Cost: An engineer's opinion of probable construction cost will be prepared for the project based on the final plans.
  - Agency Coordination: LHQ will meet with Tollway and other agency staff as applicable to clarify specific design criteria and to review design comments. We will attend up to two meetings for this task.
- Consultation During the Design Process: LHQ will provide consultation including attendance at design group meetings to properly advise the Client as to engineering concerns and to assist in coordinating the construction contract documents. We will attend up to two meetings for this task.

11. Geotechnical

The scope of geotechnical services is summarized as follows:

1) Call JULIE and ISTHA to clear onsite utilities.

2) Layout boring locations.

3) Provide drill-rig and 2-man drill crew. ATV drill-rig will be used where required.

4) Perform 98 soil borings (total lineal footage=2,460 feet of overburden) and 10 pavement cores as summarized below. The proposed boring locations are also shown on the attached boring location diagrams.

a. Retaining Walls/Noise Walls

Retaining Wall #3/Noise Wall #2 – Retaining Wall #3 is 550-ft in length and Noise Wall #2 is 1,130 lineal feet. Perform 16 structure borings to an estimated depth of 40-ft (on approximate 75-ft spacing)

Retaining Wall #4 is 650-ft in length – Perform 10 structure borings to an estimated depth of 40-ft (on approximate 75-ft spacing)

b. Culverts – 4 culvert structure borings to estimated depth of 40-ft

c. Sign Structures – 8 structure borings to an estimated depth of 40-ft

d. 56 roadway borings to 15-ft depth on 300-ft centers for roadway and ramp improvements

e. 10 pavement cores on the mainline section of the Tollway in accordance with additional Tollway criteria (outside and inside lanes).

f. 4 structure borings to 25-ft for 2 toll plaza structures

Hand auger borings will be performed in locations inaccessible by a drill rig. Hand auger borings will be extended to a depth of 15 feet or auger refusal. Soil samples will be obtained at 2.5-ft intervals to a depth of 30 feet (5.0-intervals thereafter) and sampled with a 2.0-in diameter split spoon. Select samples will be obtained with 3-inch diameter Shelby tubes. Deeper boreholes on pavement (borings on pavement that are deeper than 20-feet) will be grouted and shallower borings, and deeper borings off of pavement and pavement cores will be backfilled with soil cuttings and patched upon completion.

Final boring locations will be determined after a review of access and overhead and underground utilities have been identified.

Lab work on the soil samples will include:

1. Visual classification

2. Water content testing

3. Rimac strength testing (on intact cohesive samples).
4. Grain-size/hydrometer and Atterberg testing (on select samples).
5. Consolidation testing (on select samples).
6. Unconfined compressive strength (on select samples).
7. Consolidation-undrained tri-axial testing (on select samples).
8. Organic content testing (on select samples).

Along with these borings, standard laboratory tests will be performed engineering reports will be prepared under the direct supervision of a Registered Professional Engineer. Below is a summary of the reports that will be prepared as part of the geotechnical program

1. Sign Structures Geotech. Report
2. Retaining Wall SGR
3. Culvert SGR Reports
4. I-294 and ramps RGR Reports
5. Toll plaza Building Geotech. Report

Below is the detailed information that will be included in the geotechnical reports.

1. Soil conditions
2. Ground water elevations
3. Site preparation recommendations
4. Pavement construction recommendations
5. Foundation recommendations
6. Lateral earth recommendations
7. Slope Stability analysis
8. Copies of boring logs, core logs, test results and location diagram
9. Recommendations relative to any unusual design or construction techniques which may be required due to subsurface conditions

12. <u>Reconstruction of Ramps - Phase II</u>

Phase II Roadway design for reconstruction of the 4 single lane ramps from the Tollway mainline to crossroad at 75th Street Interchange (omitting Toll Plazas). Design will proceed based on approved concept (30%) plans and contain ramp alignments, typical sections, removals, maintenance of

traffic, plan and profile, pavement markings, signing, gore details, joint details, cross sections, and quantity calculations.

Contract No.: RR-14-4221 Consultant: H.W. Lochner / HDR Engineering / Quigg Engineering

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	Geo Services, Inc. (DBE)		6		
	Direct Labor	$ 417,091.92		Direct Labor	$ -
	Direct Costs	$ 752,858.08		Direct Costs	$ -
	Services by Others			Services by Others	$ -
	Additional Services **			Additional Services **	$ -
	Total this Subconsultant (ULC)	$ 1,169,950.00		Total this Subconsultant (ULC)	$ -
2	Himalayan Consulting, LLC (DBE)		7		
	Direct Labor	$ 354,389.95		Direct Labor	$ -
	Direct Costs	$ 478.48		Direct Costs	$ -
	Services by Others			Services by Others	$ -
	Additional Services **			Additional Services **	$ -
	Total this Subconsultant (ULC)	$ 354,868.43		Total this Subconsultant (ULC)	$ -
3	M Squared Engineering, LLC (DBE)		8		
	Direct Labor	$ 345,965.20		Direct Labor	$ -
	Direct Costs	$ 10,040.00		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ 356,005.20		Total this Subconsultant (ULC)	$ -
4	Omega & Associates, Inc. (MBE)		9		
	Direct Labor	$ 353,309.66		Direct Labor	$ -
	Direct Costs	$ 2,229.00		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ 355,538.66		Total this Subconsultant (ULC)	$ -
5	SDIENGR Corp. (DBE)		10		
	Direct Labor	$ 1,128,227.94		Direct Labor	
	Direct Costs	$ 259,927.00		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ 1,388,154.94		Total this Subconsultant (ULC)	$ -

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: $ 3,624,517.23

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: $ 3,624,517.23

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 9.32%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 9.32%

Project No. RR-14-4221 Consultant: H.W. Lochner / HDR Engineering / Quigg Engineering

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	American First Contracting, Inc. (SDVOSB)		6		
	Direct Labor	$ 338,631.55		Direct Labor	$ -
	Direct Costs	$ 16,380.00		Direct Costs	$ -
	Services by Others			Services by Others	$ -
	Additional Services **			Additional Services **	$ -
	Total this Subconsultant (ULC)	$ 355,011.55		Total this Subconsultant (ULC)	$ -
2	Bowman Consulting Group, Ltd.		7		
	Direct Labor	$ 1,727,912.03		Direct Labor	$ -
	Direct Costs	$ 16,384.00		Direct Costs	$ -
	Services by Others			Services by Others	$ -
	Additional Services **			Additional Services **	$ -
	Total this Subconsultant (ULC)	$ 1,744,296.03		Total this Subconsultant (ULC)	$ -
3	Christopher B. Burke Engineering, Ltd.		8		
	Direct Labor	$ 1,259,200.40		Direct Labor	$ -
	Direct Costs	$ 67,000.00		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ 1,326,200.40		Total this Subconsultant (ULC)	$ -
4	Thomas Engineering Group, LLC		9		
	Direct Labor	$ 344,954.29		Direct Labor	$ -
	Direct Costs	$ 9,910.53		Direct Costs	$ -
	Services by Others	$ -		Services by Others	$ -
	Additional Services **	$ -		Additional Services **	$ -
	Total this Subconsultant (ULC)	$ 354,864.82		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

TOTAL Non-DBE/MBE/WBE Subconsultants: $ 3,780,372.80

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: $ 3,780,372.80

Contract Information Sheet

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

Consultant Name: *H.W. Lochner, Inc.*

Contract Number: *RR-14-4221*

Proposal Date: *7/6/2015*

Exhibit Pointers: Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-14-4221 **Consultant:** H.W. Lochner, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

										Grand Total Exhibit A Hours			85,360
													TOTAL HOURS
	MONTHS of YEAR 2015 - 1												
TASK	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	
Bridge & Other Structure Inspections									35	40	100	100	275
Bridge/Structure Condition Reports									20	20	40	40	120
Verify Ex MLB Struct Cap										30	40	40	110
Bridge Type Study									200	400	520	520	1640
Study Adj Struct										20	40	40	100
TS&Ls MLB RW2													
Roadway Studies									20	20	20	20	80
Phase I Drainage & Hydraulic Reports									80	120	160	160	520
EED													
Permitting MP													
Lighting/ITS/Signals MP													
Contractor Access													
Constructability													
Public Involvement													
Cost Estimates & Schedules MP										20	20	20	60
Constr. Packaging													
RR Agreements									160	160	160	160	640
Agency/IGA									8	16	24	24	72
Master Plan Report													
TOTALS									523	846	1124	1124	3617

Contract Number: RR-14-4221 **Consultant:** H.W. Lochner, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015 - 2												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contract Packages													
Phase II Roadway													
Phase II Drainage													
Structural design/analysis - Mile Long Bridge													
Design Plans Mile Long Bridge													
Ret Wall 2													
Noise Wall 1													
Lighting/ITS/Signals P2													
Permitting P2													
Cost Estimates & Schedules P2													
Production Mgmt. & Document Control									220	140	140	140	640
Management & Admin									180	120	120	120	540
Project Controls									48	24	24	24	120
Meetings and Coordination									110	70	70	70	320
QC/QA									120	200	210	88	618
TOTALS									678	554	564	442	2238

Contract Number: RR-14-4221 **Consultant:** H.W. Lochner, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016 - 1												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge & Other Structure Inspections													
Bridge/Structure Condition Reports	40	40	40	40	58								218
Verify Ex MLB Struct Cap													
Bridge Type Study	520	520	520	520	520	200	165						2965
Study Adj Struct	40	40	80	80	20	20	20						300
TS&Ls MLB RW2	40	40	40	100	200	200	280	300					1200
Roadway Studies	40	40	40	40	40	40	40	40					320
Phase I Drainage & Hydraulic Reports	160	160	160	160	160	180	180	180	180	180	180	180	2060
EED	6	8	8	8	8	8	16	16	16				94
Permitting MP	4	4	4	4	4	4	4	4	8				40
Lighting/ITS/Signals MP	4	4	4	4	4	4	4	4	8				40
Contractor Access	10	10	10	10	10	10	10	10	20				100
Constructability	10	10	10	10	10	10	10	10	20				100
Public Involvement	4	4	4	4	4	4	4	4	8				40
Cost Estimates & Schedules MP	40	60	80	80	80	80	80	80	110				690
Constr. Packaging	20	20	20	20	20	20	20	20	40				200
RR Agreements	160	160	160	160	160	160	160	160	160	160	160	160	1920
Agency/IGA	24	24	24	24	24	24	24	24	24	24	24	24	288
Master Plan Report			200	200	40	40	200	200	120				1000
TOTALS	1122	1144	1404	1464	1362	1004	1217	1052	714	364	364	364	11575

Contract Number: RR-14-4221 **Consultant:** H.W. Lochner, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016 - 2												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contract Packages										20	20	20	60
Phase II Roadway										80	80	80	240
Phase II Drainage										80	80	80	240
Structural design/analysis - Mile Long Bridge										360	360	360	1080
Design Plans Mile Long Bridge										800	800	800	2400
Ret Wall 2													
Noise Wall 1													
Lighting/ITS/Signals P2										10	10	10	30
Permitting P2										20	20	20	60
Cost Estimates & Schedules P2													
Production Mgmt. & Document Control	140	140	140	120	120	120	120	120	120	120	120	120	1500
Management & Admin	100	100	100	100	100	100	100	100	100	100	80	80	1160
Project Controls	12	12	12	12	12	12	12	12	12	12	12	12	144
Meetings and Coordination	70	70	70	60	60	60	60	60	60	60	60	60	750
QC/QA	88	88	88	88	88	88	88	88	88	88	88	88	1056
TOTALS	410	410	410	380	380	380	380	380	380	1750	1730	1730	8720

EXHIBIT "1"
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Version 9

Contract Number: RR-14-4221 **Consultant:** H.W. Lochner, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017 - 1												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge & Other Structure Inspections													
Bridge/Structure Condition Reports													
Verify Ex MLB Struct Cap													
Bridge Type Study													
Study Adj Struct													
TS&Ls MLB RW2													
Roadway Studies													
Phase I Drainage & Hydraulic Reports	180	180	180	180	175								895
EED													
Permitting MP													
Lighting/ITS/Signals MP													
Contractor Access													
Constructability													
Public Involvement													
Cost Estimates & Schedules MP													
Constr. Packaging													
RR Agreements	48	48	48	48	48	48	48	48	48	43	40		515
Agency/IGA	40	40	40	40	40	40	40	40	40	40	40		440
Master Plan Report													
TOTALS	268	268	268	268	263	88	88	88	88	83	80		1850

Contract Number: RR-14-4221 **Consultant:** H.W. Lochner, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017 - 2												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contract Packages	40	40	40	60	60	60	80	120	120	120	60	80	880
Phase II Roadway	80	80	80	80	80	80	80	80	80	80	80	80	960
Phase II Drainage	80	80	80	80	80	80	80	80	80	80	80	80	960
Structural design/analysis - Mile Long Bridge	360	360	360	360	360	400	400	400	400	400	400	400	4600
Design plans Mile Long Bridge	800	800	800	800	800	900	900	900	900	900	900	900	10300
Ret Wall 2													
Noise Wall 1													
Lighting/ITS/Signals P2	2		2		2		2		2		2		12
Permitting P2	10	10	10	10	10	10	10	14	14	14	14	14	140
Cost Estimates & Schedules P2	30	30	30	30	30	30	30	30	30	30	30	30	360
Production Mgmt. & Document Control	120	120	120	120	120	120	120	120	120	120	120	120	1440
Management & Admin	80	80	80	80	80	80	80	80	80	80	80	80	960
Project Controls	12	12	12	12	12	12	12	12	12	12	12	12	144
Meetings and Coordination	60	60	60	60	60	60	60	60	60	60	60	60	720
QC/QA	88	88	88	88	88	88	88	88	88	88	88	88	1056
TOTALS	1762	1760	1762	1780	1782	1920	1942	1984	1986	1984	1926	1944	22532

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Contract Number: RR-14-4221 **Consultant:** H.W. Lochner, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018 - 2												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contract Packages	120	120	120	60	80	120	120	120	60	80	120	120	1240
Phase II Roadway	80	80	80	80	80	80	80	80	80	80	80	80	960
Phase II Drainage	80	80	80	80	80	80	80	80	80	80	80	80	960
Structural design/analysis - Mile Long Bridge	400	400	400	380	360	360	360	360	360	360	360	360	4460
Design plans Mile Long Bridge	900	900	900	800	800	800	800	800	800	800	800	800	9900
Ret Wall 2	8	8	8	8	8	8	8	8	8	8	8	12	100
Noise Wall 1	4	4	4	4	4	4	4	4	4	4			40
Lighting/ITS/Signals P2	2		2		2		2		2		2		12
Permitting P2	14	14	14	14	14	10	10	10	10	10	10	10	140
Cost Estimates & Schedules P2	30	30	30	30	30	30	30	30	30	30	30	30	360
Production Mgmt. & Document Control	120	120	120	120	120	120	120	120	120	120	120	120	1440
Management & Admin	80	80	80	80	80	80	80	80	80	80	80	80	960
Project Controls	12	12	12	12	12	12	12	12	12	12	12	12	144
Meetings and Coordination	60	60	60	60	60	60	60	60	60	60	60	60	720
QC/QA	88	88	88	88	88	88	88	88	88	88	88	88	1056
TOTALS	1998	1996	1998	1816	1818	1852	1854	1852	1794	1812	1850	1852	22492

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Contract Number: RR-14-4221 **Consultant:** H.W. Lochner, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019 - 2												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contract Packages	60	80	120	120	120	80	80	80	80				820
Phase II Roadway	80	80	80	80	30	30	30	30	30	30	30	30	560
Phase II Drainage	80	80	80	80	40	40	40	35	30	30	30	30	595
Structural design/analysis - Mile Long Bridge	360	360	360	360	240	240	120	120	83				2243
Design plans Mile Long Bridge	800	800	800	800	500	233	240	240	120	30	30	30	4623
Ret Wall 2													
Noise Wall 1													
Lighting/ITS/Signals P2	2		2		2		2		2		2		12
Permitting P2	10	10	10	10	10	4	4	4	4	4	4	4	78
Cost Estimates & Schedules P2	30	30	30	30	30	20	20	4	4	4	4	4	210
Production Mgmt. & Document Control	120	120	120	120	120	120	80	40	20	20	20	20	920
Management & Admin	80	80	80	80	80	80	60	40	24	16	16	16	652
Project Controls	12	12	12	12	12	12	8	4	2	2	2	2	92
Meetings and Coordination	60	60	60	60	60	60	40	20	10	10	10	10	460
QC/QA	88	88	88	88	88	88	46	20	10	10	10	10	634
TOTALS	1782	1800	1842	1840	1332	1007	770	637	419	156	158	156	11899

Contract Number: RR-14-4221 **Consultant:** H.W. Lochner, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020 - 2												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contract Packages													
Phase II Roadway	30	30	20										80
Phase II Drainage	30	30	20										80
Structural design/analysis - Mile Long Bridge													
Design plans Mile Long Bridge	30	30	17										77
Lighting/ITS/Signals P2	2		2										4
Permitting P2	4	4	4										12
Cost Estimates & Schedules P2	4	4	2										10
Production Mgmt. & Document Control	20	20	20										60
Management & Admin	16	16	16										48
Project Controls	2	2	2										6
Meetings and Coordination	10	10	10										30
QC/QA	10	10	10										30
TOTALS	158	156	123										437

EXHIBIT "1"

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Version 9

Contract No.: RR-14-4221 Consultant: H.W. Lochner, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

85,360.00 (Total Work Hours from Exhibit C-2)	X	$ 50.02 (Average Hourly Rate from Exhibit C-2)	=	TOTAL DIRECT SALARY	$ 4,269,707.20

Multiplier to be used on this project: 2.80

Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

DIRECT REGULAR SALARY TIMES MULTIPLIER $ 11,955,180.16

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $380,929.64

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) $ -

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

TOTAL SERVICES BY OTHERS $ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) $ 12,336,109.80

Contract No.: RR-14-4221

Consultant: H.W. Lochner, Inc.

Date: 7/6/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 55 No. OF MONTHS

SCHEDULED START DATE: 9/8/2015

RAISE DATE: 7/1/2016

PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

9/8/2015 - 6/30/2016	7/1/2016 - 6/30/2017	7/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2019 - 3/31/2020
Date Date	Date Date	Date Date	Date Date	Date Date
10.0	12.0	12.0	12.0	9.0
55.0	55.0	55.0	55.0	55.0
18.18%	22.47%	23.15%	23.84%	18.42%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

-	-	-	-	-
Date Date	Date Date	Date Date	Date Date	Date Date
55.0	55.0	55.0	55.0	55.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 106.06%

Contract No.: RR-14-4221 Consultant: H.W. Lochner, Inc.

Date: 7/6/2015 Escalation Factor: 106.06%
(From Exhibit C-1)

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

Total Estimated Work Hours: 85,380.00
Average Hourly Rate: $60.02
Total Direct Labor $4,269,707.20

DIRECT COST OVERTIME PREMIUM

Total Estimated O/T Hours: 300.00
Average Premium O/T Hourly Rate: $21.88
Total Overtime Premium: $6,564.00

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	$50.00	$70.00	$70.00	$70.00	200.00		
No	Project Manager	$40.00	$70.00	$65.83	$69.82	20,000.00		
No	Senior Engineer/Planner	$40.00	$70.00	$63.58	$67.43	12,000.00		
No	Resident Engineer	$40.00	$70.00	$56.55	$59.98	400.00		
No	Project Engineer/Planner	$25.00	$60.00	$51.94	$55.09	4,100.00		
No	Staff Engineer/Planner	$20.00	$40.00					
No	Engineer /Accountant	$20.00	$60.00	$34.06	$36.12	42,060.00		
Yes	Senior Technical Specialist	$25.00	$60.00	$43.82	$46.48	4,000.00	23.24	200.00
Yes	Technical Specialist	$15.00	$50.00	$36.10	$38.29	2,000.00	19.15	100.00
No	Architect	$30.00	$70.00					
No	Realty Specialists	$20.00	$70.00					
No	Intern	$8.25	$20.00	$16.48	$17.48	200.00		
No	Admin/Clerical	$8.25	$40.00	$36.07	$38.26	400.00		

Contract No.: RR-14-4221 **Consultant:** H.W. Lochner, Inc.

Date: 7/6/2015

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	**Powers, Francis J.**	$50 - $70
Project Manager	Senior Project Manager	Bray, Richard	$40 - $70
	Project Manager	Burton, William	
	Project Manager	Byrne, Brian	
	Senior Project Manager	**Cholewa, Richard W.**	
	Project Manager	Cleere, Robert	
	Senior Project Manager	Desmaretz, Kenneth L.	
	Project Manager	Griffin, Dale	
	Senior Project Manager	Herring, Daniel Walton	
	Senior Project Manager	Herweg, Raymond P.	
	Project Manager	Hinkley, Kevin	
	Senior Project Manager	**Hong, Jianqing (Robert)**	
	Senior Project Manager	Johnston, Mark	
	Project Manager	Kassay, A. Kevin	
	Senior Project Manager	**Keating, Jeffrey L.**	
	Senior Project Manager	**Kos, John P.**	
	Senior Project Manager	Lucas, Scott	
	Senior Project Manager	**Malone, Colleen M.**	
	Project Manager	**McKenna, Andrew W.**	
	Project Manager	Nault, Thomas	
	Project Manager	Shannon, David	
	Project Manager	Sims, Jeffrey	
	Senior Project Manager	Stein, Bradford	
	Project Manager	Tessaro, Thomas	
	Project Manager	Wetter, Keith	
	Senior Project Manager	Zawada, David	
	Senior Project Manager	**Zorn, Michael**	
Senior Engineer/Planner	Senior Structural Engineer	Adams, James E.	$40 - $70
	Senior Engineer	Gill, Christopher	
	Senior Engineer	Hershey, Douglas	
	Senior Planner	Maseman, Kristin	

Contract No.: RR-14-4221 **Consultant:** H.W. Lochner, Inc.

Date: 7/6/2015

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 Designer	Miller, Bruce	
	Senior Structural Engineer	Nusekabel, Kent G.	
	Senior Transportation Planner	Schlotter, Jeffrey	
	Senior Structural Engineer	Steffen, Glenn W.	
Resident Engineer	Resident Engineer	Harris, Paul	$40 - $70
	Resident Engineer	Issel, Timothy Ryan	
	Resident Engineer	Klosowski, Scott	
	Resident Engineer	Miller, Reginald D.	
	Resident Engineer	O'Holleran, Adam M.	
	Senior Resident Engineer	Olszewski, Clifford E.	
	Resident Engineer	Wilson, Eric A.	
Project Engineer/Planner	Project Engineer	Bender, Douglas M.	$25 - $60
	Project Engineer	Estrella, Brandon	
	Project Engineer	Price, Christian	
	Project Manager	Robb, Sadie	
	Project Engineer	Semrau, William	
	Project Engineer	Shelton, Matthew Allen	
	Project Engineer	Ziesemer, David	
Staff Engineer/Planner			$20 - $40
Engineer /Accountant	Engineer	Alvarez, Dalila Kristel	$20 - $60
	Structural Engineer	Bientlinger, Laura	
	Structural Engineer	Brazzale, Ross Arthur	
	Structural Engineer	Johnson, Stacy	
	Structural Engineer	Kotha, Meghana	
	Structural Engineer	Martin, Michael W.	
	Structural Engineer	McNally, Jordan William	
	Structural Engineer	Mendez, Joshua	
	Structural Engineer	Noack, Brad L. J.	
	Engineer	Reed, Lucas D.	
	Engineer	Reid, Philip R.	
	Engineer	Salutz, Erica C.	

Contract No.: RR-14-4221 **Consultant:** H.W. Lochner, Inc.

Date: 7/6/2015

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
	Structural Engineer	Tahirovic, Alda	
	Engineer	Wielgos, Janusz	
	Designer	Wolf, Patrick	
Senior Technical Specialist	Senior Technician	Battaglia, Andrew James	$25 - $60
	Senior Technician	Bechinske, Eric J.	
	Senior Technician	Corbin, Daniel	
	Senior Technician	Danley, Raymond C.	
	Senior Technician	Dieter, Greg S.	
	Resident Engineer	Ruplinger, Russell A.	
	Senior Technician	Starks, Karen Y.	
Technical Specialist	Technician	Boulos, Tasos C.	$15 - $50
	Technician	Chavez, Nicholas	
	Technician	Crow, Jason A.	
	CAD Technician	Finowicki, Elizabeth	
	Technician	Kolacia, Kenneth Frank	
	Technician	McShane, Brian J.	
	Technician	Martin, Richard F.	
	Technician	Nguyen Hung S.	
	Technician	Smith, John	
	Technician	Tiongson, Honesto	
	GIS Analyst	Wheatley, Douglas	
Architect			$30 - $70
Realty Specialists			$20 - $70
Intern	Intern	Hahn, Sean P.	$8.25 - $20
	Intern	Nault, Adam Christopher	
	Intern	Pentz, Mark R.	
Admin/Clerical	Marketing	FitzPatrick, Megan Elizabeth	$8.25 - $40
	Clerical	Garbacz, Lois J.	
	Clerk	Hampton, Sharon	
	Clerk	O'Malley, Rita P.	
	Marketing	Whittington, Jacqueline N.	

Contract No.: RR-14-4221 **Consultant:** H.W. Lochner, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLL WAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY	
U of I Expertise - Professor Bassem Andrawes	
Meeting Room Rental	
Railroad Flagger	
Right of Entry Permit Fee	
Railroad Track Safety Class	
E-Rail Safe Training and Testing	
Railroad Review Fee	

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) $ 374,365.64

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

LOCHNER

H.W. Lochner, Inc.
225 West Washington Street
19th Floor
Chicago, IL 60606

T 312.372.3011
F 312.372.5974

www.hwlochner.com

August 21, 2015

Mr. Paul Kovacs, Chief of Engineering
Attn: Mr. Mohamad Faraj, P.E., Project Manager
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515

RE: Contract RR-14-4221
Tri-State Tollway, Bridge Rehabilitation/Reconstruction
Mile-Long Bridge (MP21.5) in Cook County, Illinois
PSB 14-3 (Item 1)
Reimbursable Direct Cost Breakdown

Dear Mr. Faraj:

This letter is being submitted to provide an explanation in regard to the Reimbursable Direct Costs (Exhibit D) shown on the proposal exhibits for H.W. Lochner, Inc. (Lochner) and HDR Engineering, Inc. (HDR) for Contract No. RR-14-4221.

Lochner and HDR each provided an itemized direct cost line item for U of I Expert – Professor Bassem Andrawes on Exhibit D. Professor Andrawes will act as a technical advisor to both Lochner and HDR. The cost of his services will be split equally between Lochner and HDR.

Please let me know if you have any questions or require additional information.

Sincerely,
H.W. LOCHNER, INC.

[redacted]

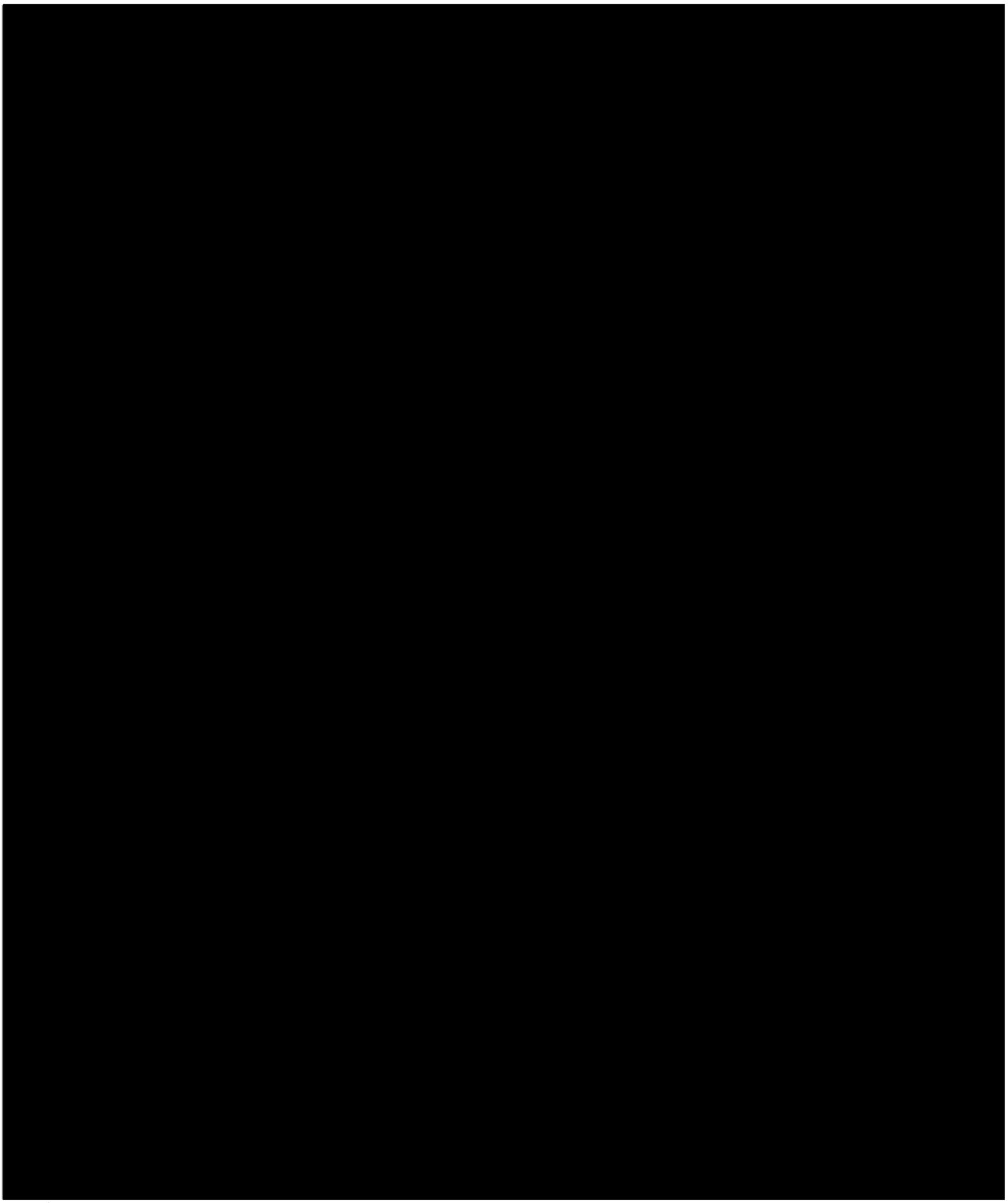
Richard W. Cholewa, P.E., S.E.
Project Manager

RR-14-4221 U of I Expertise Direct Cost

Bassem Andrawes, Ph.D.
Associate professor,
CEE Excellence Faculty Fellow
Department of Civil and Environmental Engineering,
University of Illinois at Urbana-Champaign
Tel: (217)244-4178 E-mail: andrawes@illinois.edu

[redacted]

RR-14-4221 U of I Expertise Direct Cost



Contract No.: RR-14-4221 **Consultant:** H.W. Lochner, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Francis J. Powers, P.E., S.E.

Project Manager: Richard W. Cholewa, P.E., S.E.

Project Engineer: Michael Zorn, P.E., PMP

Resident Engineer:

Documentation Engineer:

Project Civil Engineer:

Project Structural Engineer: Jianqing (Robert) Hong, P.E., S.E.

Project Drainage Engineer: Andrew W. McKenna, P.E., CFM, CPESC

Senior Engineer: Colleen M. Malone, P.E., S.E.

Others:

Name: Jeffrey L. Keating, P.E.
Classification: Railroad Coordination Engineer

Name: John P. Kos
Classification: Agency Coordination Engineer

Name: Kenneth L. Desmaretz
Classification: Constructability Engineer

Name:
Classification:

Francis J. Powers, PE, SE

Project Principal

[redacted]

[redacted]

Richard W. Cholewa, PE, SE

Project Manager

[redacted]

Michael Zorn, PE, PMP

Project Engineer

[redacted]

[redacted]

Jianqing (Robert) Hong, PE, SE

Project Structural Engineer

[redacted]



Andrew W. McKenna, PE, CFM, CPESC

Project Drainage Engineer

[redacted]

[redacted]

Colleen M. Malone, PE, SE

Senior Engineer

[redacted]

Jeffrey L. Keating, PE

Railroad Coordination Engineer

[redacted]

[redacted]

John P. Kos, PE

Agency Coordination Engineer

[redacted]

[redacted]

Kenneth L. Desmaretz, PE

Constructability Engineer

[redacted]

Exhibit F
Refinement to Scope of Services

Tollway Contract RR-14-4221

Tri-State Tollway
Bridge Rehabilitation / Reconstruction
Mile-Long Bridge (MP 21.5)

H.W. Lochner, Inc. (Lochner)

July 6, 2015

H.W. Lochner

RR-14-4221

INTRODUCTION

This document is a refinement to the Exhibit F Scope of Work provided by the Illinois State Toll Highway Authority for Contract No. RR -14-4221.

Master Plan and Phase II engineering services are required for engineering studies and the preparation of contract plans and specifications for proposed bridge rehabilitation and bridge reconstruction and widening of the Mile-Long Bridge (Bridge Nos. 191 and 192), in Cook County, Illinois.

The project limits will be from north of the Archer Avenue Bridge (approximate Station 1086+00, MP 20.4) to south of the 5th Avenue Cutoff Bridge (approximate Station 1193+00, MP 22.5) as shown on the Central Tri-State Tollway (I-294) Corridor Concept Study Exhibit 6.2.1 (Alignment Plans).

For the Master Plan Stage a Pre-Master Plan Memorandum, a Draft Master Plan Report and a Master Plan Report (30%) will be prepared for inclusion in a corridor wide Master Plan Report prepared by Contract RR-14-4223. For Phase II Preliminary (60%), Pre-Final (95%) and Final (100%) submittals will be prepared for up to 6 construction contracts.

The duration of the services is anticipated to begin in September 2015 and be completed by April 2020.

Items excluded from the RR-14-4221 engineering services are noted within this document and the following services are also excluded:

- Phase III Services
- Independent Value Engineering Study
- Tolling Analysis
- Design of future bikeways and/or trails along crossroads
- Design of private and public utility relocations
- Pavement design (assumed to be provided by others)
- Intersection Design Studies
- Interchange Design Studies
- Access Justification Reports
- Underwater Bridge Inspection
- Railroad track and signal work
- Items listed within the Contingency (unless or until Tollway authorizes these services)

H.W. Lochner

RR-14-4221

The anticipated scope of services for Lochner is as described within the "LHQ Tri-State Partners Exhibit F Refinement to Scope Services" for the items noted below. As the lead firm of the LHQ Team Lochner will also provide services limited to monitoring and coordinating the scope items noted below with (M/C):

MASTER PLAN

1.1. Bridge & Other Structure Inspections (M/C)
1.2. Bridge Condition Reports (M/C)
1.3. Verification of Existing MLB Structural Capacity for Supporting Construction Loadings (M/C)
1.5. Bridge Type Study
1.6. Structural Type Study for Adjacent Impacted Structures
1.7. Type Size & Location Plans
2.1 Roadway Studies (M/C)
3.1 Phase 1 Drainage and Hydraulic Reports
4.2 Environmental Evaluation Document (EED) (M/C)
5 Permitting- Master Plan (M/C)
6 Lighting/ITS/Signals Master Plan (M/C)
9.1 Contractor Access (M/C)
9.2 Constructability (M/C)
11.1 Public Involvement (M/C)
12 Cost Estimates/Schedules Master Plan
13 Construction Packaging
14.1 Railroad (Agreements)
14.2 Agency/IGA
15 Master Plan Report

PHASE II ENGINEERING

100 Contract Packages
101 Phase II Roadway
102 Phase II Drainage
104 Structural Plans Mile Long Bridge
104.1 Perform structural design/analysis
104.2 Develop Design Plans
104.3 Retaining Wall #2 (M/C)
104.4 Noise Wall # 1 (M/C)
105 Lighting/Signals/ITS Phase II (M/C)
106 Permitting Phase II
107 Cost Estimates/Schedules Phase II
108 Production Management/Document Control

H. W. Lochner

RR-14-4221

MANAGEMENT AND ADMINISTRATION

200.1 Management and Administration
200.2 Project Controls
200.3 Meetings and Coordination

QUALITY CONTROL/QUALITY ASSURANCE

301 Consultant Quality Plan

CONTINGENCY

Lochner's specific scope for contingent items will be determined at the time of the authorization of contingent items.

EXHIBIT G
CONTRACT RR-14-4221

(H.W. Lochner, 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
Illinois Tollway Contract I-11-4019 Phase II Engineering for Jane Addams Memorial Tollway at Lee Street, Interchange, M.P. 76.1 (Lee Street)	Phase II Engineering (subconsultant)	$281,000	$60,000	12/2015
Peoria Eastern Bypass Corridor Study P-94-021-07 (IDOT)	Corridor Study	$4,265,000	$180,000	03/3016
Various D2 P-92-111-08 (IDOT)	Various engineering for D2	$485,000	$5,000	09/2015
Consultant Plan Reviews D-30-101-08 (IDOT)	Consultant Plan Reviews - structural	$593,000	$70,000	10/2016
IL 47/US 30 P-93-014-10 (IDOT)	Phase I Engineering	$1,803,000	$200,000	10/2015
IL 53 Phase III C-91-370-10 (IDOT)	Phase III Engineering	$4,800,000		06/2015
US 6/IL 7 D-91-011-11 (IDOT)	Phase II Engineering	$3,277,000	$50,000	08/2017
Mannheim Road C-91-196-13 (IDOT)	Phase III Engineering	$4,400,000	$1,000,000	12/2015
Illinois Tollway Contract I-12-4052 Jane Addams Tollway Reconstruction and Add Lane, MP 25 to MP 17.6	Design Support (subconsultant)	$35,000		05/2015
Illinois Tollway Contract RR-13-9150 Construction Management Services Upon Request - Systemwide 2014-2016	Phase III Engineering	$375,000	$350,000	03/2017

Contract No.: RR-14-4221 Consultant: H.W. Lochner, 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 _____

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

2 _____

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

3 _____

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

4 _____

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

5 Quigg Engineering Inc. (DBE)

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

6 _____

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

7 _____

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

8 _____

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

9 _____

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

10 _____

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

** Additional services funds require prior authorization before use

TOTAL 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):

Project No. RR-14-4221 Consultant: H.W. Lochner, 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			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)	$ -
2			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)	$ -
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)	$ -
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

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

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

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

Contract Information Sheet

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

Consultant Name: *HDR Engineering, Inc.*

Contract Number: *RR-14-4221*

Proposal Date: *7/6/2015*

Exhibit Pointers: Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-14-4221 **Consultant:** HDR Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

									Grand Total Exhibit A Hours				73,200
	MONTHS of YEAR 2015												TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Structural Studies									400	450	450	550	1850
Roadway Studies									466	466	466	466	1864
Environmental Studies										99	98	99	296
Permitting													
Invest													
Public Involvement													
Cost Estimates/Schedules											80	80	160
Coordination											80	80	160
Contract Packages													
Phase II Roadway													
Structural Plans - Mile Long Bridge													
Management & Admin									40	70	70	70	250
Meetings/Coordination									30	30	30	30	120
QA/QC									5	5	30	30	70
TOTALS									941	1120	1304	1405	4770

Contract Number: RR-14-4221 **Consultant:** HDR Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Structural Studies	600	600	600	600	400	400	400	200	155	100			4055
Roadway Studies	466	466	466	466	466	466	466	466	466	466			4660
Environmental Studies	98	99	98	99	98	99	98	99	98				886
Permitting	25	25	25	25	25	25	25	27					202
Invest				35	35	35	35	30	30				200
Public Involvement													
Cost Estimates/Schedules	100	100	100	120	80	30	30	30					590
Coordination	264	260	260	260	220	220	220	220	220	220	220	220	2804
Contract Packages													
Phase II Roadway										350	350	350	1050
Structural Plans - Mile Long Bridge										600	600	600	1800
Management & Admin	60	60	60	60	60	60	60	60	60	60	60	60	720
Meetings/Coordination	30	30	30	30	30	30	30	30	30	30	30	30	360
QA/QC	70	70	70	70	70	70	70	70	70	70	70	70	840
TOTALS	1713	1710	1709	1765	1484	1435	1434	1232	1129	1896	1330	1330	18167

Contract Number: RR-14-4221 **Consultant:** HDR Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Structural Studies													
Roadway Studies													
Environmental Studies													
Permitting													
Invest													
Public Involvement	55	55	55	55	55	55	55	55	55	55	55	55	660
Estimates/Schedules													
Coordination	220	220	210	210									860
Contract Packages	350	350	300										1000
Phase II Roadway	350	350	350	350	350	350	350	350	350	350	350	350	4200
Long Bridge	650	650	650	800	800	800	850	900	900	900	900	900	9700
Management & Admin	70	70	70	70	70	70	70	70	70	70	70	70	840
Meetings/Coordination	30	30	30	30	30	30	30	30	30	30	30	30	360
QA/QC	70	70	70	70	70	70	70	70	70	70	70	70	840
TOTALS	1795	1795	1735	1585	1375	1375	1425	1475	1475	1475	1475	1475	18460

Contract Number: RR-14-4221 **Consultant:** HDR Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Structural Studies													
Roadway Studies													
Environmental Studies													
Permitting													
Invest													
Public Involvement	55	55	55	55	55	55	55	55	55	55	55	53	658
Estimates/Schedules													
Coordination													
Contract Packages													
Phase II Roadway	350	350	350	350	350	350	350	350	350	350	350	350	4200
Long Bridge	815	815	815	815	815	815	815	815	815	815	815	815	9780
Management & Admin	70	70	70	70	70	70	70	70	70	70	70	60	830
Meetings/Coordination	30	30	30	30	30	30	30	30	30	30	30	30	360
QA/QC	60	60	60	60	60	60	60	60	60	60	60	60	720
TOTALS	1380	1380	1380	1380	1380	1380	1380	1380	1380	1380	1380	1368	16548

Contract Number: RR-14-4221 **Consultant:** HDR Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Structural Studies													
Roadway Studies													
Environmental Studies													
Permitting													
Invest													
Public Involvement													
Estimates/Schedules													
Coordination													
Contract Packages													
Phase II Roadway	350	350	350	350	350	350	350	350	350	350	350	300	4150
Long Bridge	815	815	815	815	815	815	815	800	800	800	800	238	9143
Management & Admin	60	60	60	60	60	60	60	60	60	60	80	55	735
Meetings/Coordination	30	30	30	30	30	30	30	20	20	20	10	10	290
QA/QC	60	60	60	60	60	60	60	60	60	60	60	60	720
TOTALS	1315	1315	1315	1315	1315	1315	1315	1290	1290	1290	1300	663	15038

Contract Number: RR-14-4221 **Consultant:** HDR Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Structural Studies													
Roadway Studies													
Environmental Studies													
Permitting													
Invest													
Public Involvement													
Cost Estimates/Schedules													
Coordination													
Contract Packages													
Phase II Roadway	22												22
Structural Plans - Mile Long Bridge													
Management & Admin	75	40	10										125
Meetings/Coordination	10												10
QA/QC	30	25	5										60
TOTALS	137	65	15										217

Contract No.: RR-14-4221 Consultant: HDR Engineering, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

73,200.00 (Total Work Hours from Exhibit C-2)	X	$ 49.00 (Average Hourly Rate from Exhibit C-2)	=	TOTAL DIRECT SALARY	$ 3,586,800.00

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

DIRECT REGULAR SALARY TIMES MULTIPLIER $ 10,043,040.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $576,000.00

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) $ -

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

TOTAL SERVICES BY OTHERS $ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) $ 10,619,040.00

Contract No.: RR-14-4221 Consultant: HDR Engineering, Inc.

Date: 7/6/2016

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 55 No. OF MONTHS

SCHEDULED START DATE: 9/8/2015

RAISE DATE: 1/1/2016

PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

9/8/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019
Date Date	Date Date	Date Date	Date Date	Date Date
4.0	12.0	12.0	12.0	12.0
55.0	55.0	55.0	55.0	55.0
7.27%	22.47%	23.15%	23.84%	24.56%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

1/1/2020 - 3/31/2020	-	-	-	-
Date Date	Date Date	Date Date	Date Date	Date Date
3.0				
55.0	55.0	55.0	55.0	55.0
6.32%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 107.61%

Contract No.: RR-14-4221 **Consultant:** HDR Engineering, Inc.

Date: 7/6/2015 **Escalation Factor:** 107.61%

(From Exhibit C-1)

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

Total Estimated Work Hours: 73,200.00

Average Hourly Rate: $49.00

Total Direct Labor $3,586,800.00

DIRECT COST OVERTIME PREMIUM

Total Estimated O/T Hours:

Average Premium O/T Hourly Rate:

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 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)
No	Principal	$50.00	$70.00	$70.00	$70.00	1,464.00		
No	Project Manager	$40.00	$70.00	$70.00	$70.00	7,320.00		
No	Senior Engineer/Planner	$40.00	$70.00	$68.31	$70.00	15,750.00		
No	Resident Engineer	$40.00	$70.00	$48.33	$52.01	1.00		
No	Project Engineer/Planner	$25.00	$60.00	$41.35	$44.50	17200.00		
No	Staff Engineer/Planner	$20.00	$40.00	$32.02	$34.46	1.00		
No	Engineer /Accountant	$20.00	$60.00	$34.03	$36.62	19150.00		
No	Senior Technical Specialist	$25.00	$60.00	$42.93	$46.20	1.00		
No	Technical Specialist	$15.00	$50.00	$31.30	$33.68	11000.00		
No	Architect	$30.00	$70.00					
No	Realty Specialists	$20.00	$70.00	$43.00	$46.27	1.00		
No	Intern	$8.25	$20.00					
No	Admin/Clerical	$8.25	$40.00	$22.51	$24.22	1312.00		

Contract No.: RR-14-4221 **Consultant:** HDR Engineering, Inc.

Date: 7/6/2015

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	**Pechnick,Patrick J**	$50 - $70
Project Manager	Project Manager V	**Lance Peterman**	$40 - $70
Senior Engineer/Planner	Senior Biologist	Cochran, Matthew	$40 - $70
	Senior Civil Engineer I	Redding, Benjamin	
	Senior Civil Engineer II	Das,Rajat	
	Senior Civil Engineer II	Kasper,Matthew R	
	Senior Civil Engineer II	Knepler,Lourdes	
	Senior Civil Engineer II	McParland,Terra L	
	Senior Civil Engineer III	Biesmann,Katherine G	
	Senior Civil Engineer III	Kelly,Michael P	
	Senior Civil Engineer III	McAtee,Caahlen P	
	Senior Civil Engineer III	Mitchell,Jennifer A	
	Senior Civil Engineer III	Wong,David W	
	Senior Civil Engineer III	Zhao, Qiang	
	Senior Civil Engineer IV	Loftus,Daniel J	
	Senior Civil Engineer IV	Mikottis,Steven J	
	Senior Civil Engineer V	Berggren,Eric G	
	Senior Civil Engineer V	**Hein, Thomas M**	
	Senior Civil Engineer V	Lazzara,John C	
	Senior Civil Engineer V	Zervas, Charles	
	Senior Structural Engineer III	Bradley,Bruce A	
	Senior Structural Engineer III	Cababe, Jared	
	Senior Structural Engineer III	Chavel, Brandon	
	Senior Structural Engineer III	Refvik, Judie	
	Senior Structural Engineer IV	Van Santen,Victor E	
	Senior Structural Engineer IV	Walker, Philip	
	Senior Structural Engineer V	Kochsperger, Gregory	
	Senior Structural Engineer V	Kravitz,Barry S	
	Senior Structural Engineer V	Peterman,Lance G	
	Senior Structural Engineer V	Quirin, Michael	

Contract No.: RR-14-4221 **Consultant:** HDR Engineering, Inc.

Date: 7/6/2015

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 Transportation Planner	Degman, Richard	
	Senior Transportation Planner	Reid, Janice L	
	Senior Transportation Planner	Wojcik,Leonard W	
	Senior Transportation Planner	Ziemann, Christopher	
	Technical Advisor	Braband, Elizabeth (Libby)	
	Technical Advisor	Carballo, Manuel	
	Technical Advisor	Chiglo, Jay	
	Technical Advisor	Haynes-Slaughter, Kimberly	
	Technical Advisor	Krupa, George	
	Technical Advisor	Wheeler, Boyd	
	Transportation Planner IV	Christopher, Richard	
	Transportation Planner IV	Granson, Steven	
Resident Engineer	Senior Construction Observer II	Hawkins,Bryant A	$40 - $70
	Sr. Professional Land Surveyor	Rores,James E	
Project Engineer/Planner□	Transportation Planner III	Karcz, Nicholas	$25 - $60
	Transportation Planner III	Gonzalez,Janet R D	
	Transportation Planner III	Hemzacek, Adriana	
Staff Engineer/Planner	Transportation Planner II	Sims, Kelly	$20 - $40
Engineer /Accountant	Civil Engineer I	Burke, Joseph	$20 - $60
	Civil Engineer I	Heuer, Timothy	
	Civil Engineer I	Hoffman,Matthew Q	
	Civil Engineer I	Hochstatter, Ashley	
	Civil Engineer I	Jambrone, Michael	
	Civil Engineer I	Pater, Ryan S	
	Civil Engineer I	Sattler, Adam	
	Civil Engineer I	Schoen, Thomas J	
	Civil Engineer II	Kjellman, Jonathan	
	Civil Engineer II	Marchyshyn,Michael W J	
	Civil Engineer II	McKenzie,Blain Jude	
	Civil Engineer II	Zeman,Benjamin J	
	Civil Engineer III	Hacker,Adam R	

Contract No.: RR-14-4221 **Consultant:** HDR Engineering, Inc.

Date: 7/6/2015

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
	Civil Engineer III	Hoberg,Julie A	
	Civil Engineer III	Prokop,Daniel J	
	Civil Engineer III	Scharra, Todd	
	Civil Engineer III	Taylor,Jordan R	
	Clerical IV	Shuey, Aniko	
	Clerical V	Garcia, Gayle	
	Clerical V	Guzman, Kathleen	
	Structural Engineer I	Morun,Michael A	
	Structural Engineer I	Bak, Maciej	
	Structural Engineer II	Carrington, Elizabeth	
	Structural Engineer II	Scullion, Derek	
	Structural Engineer III	Christensen, Colby	
	Structural Engineer III	Huang, Jimin	
	Structural Engineer III	Krok, Marcin J	
	Structural Engineer III	Rivera,Julie A	
Senior Technical Specialist	Structural Technician V	Migus,Jacek	$25 - $60
	Structural Technician III	Vasquez, Javier	
Technical Specialist	CADD Tech II	Carr, Gary	$15 - $50
	CADD Tech III	Holtrop,Patrick M	
	CADD Tech III	Muhammad, Rasheed	
	CADD Tech III	Travis,Lawrence A	
	CADD Tech IV	Lopez,Mario	
	Construction Observer II	Cleaveland, Brandon	
	Construction Observer II	Ledesma,Herbert A	
	Construction Observer II	Parmar, Nimesh	
	Construction Observer II	Utrevis, Nicholas A	
	Construction Observer III	Ellstrand, Davisd	
	Construction Observer III	Funk,Frank W	
	Environmental Scientist II	Merchan-Paniagua, Sara	
	Field Tech	Tulgar,Suleyman M	
	GIS Analyst	Zinck,Carey E	

Contract No.: RR-14-4221 **Consultant:** HDR Engineering, Inc.

Date: 7/6/2015

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
	Realty Technician I	Cave, Adrian	
	Realty Technician I	Donohue, Deborah	
	Realty Technician I	Poani, Mary	
	Surveyor	Salava,Ronald C	
Architect			$30-$70
Realty Specialists	Acquisition Agent	Bellinger,Lawrence F	$20 - $70
	Realty Specialist I	Creighton,Donna M	
	Realty Specialist I	Dimas, Francisco	
	Realty Specialist I	Handy,Adam W	
	Realty Specialist I	Keith,D Ryan	
	Realy Specialist II	Garrison, Roger	
	Realty Specialist III	Griffel,Jodi A	
	Realty Specialist III	Kennedy,Lawrence E	
	Realty Specialist III	Marx, Jeffrey	
	Realty Specialist III	Polk, Kim	
	Realty Specialist III	Williams, Rita	
	Realty Specialist IV	Upchurch,Robin A	
	Realty Specialist IV	Dimas, Maria	
	Realty Technician II	Largent,Lucinda J	
	Realty Technician III	McMullen, Nancy	
	Senior ROW Agent II	Roderick,Andy P	
	Senior ROW Agent V	Pribich, John	
Intern			
Admin/Clerical	Clerical I	Covey, Michelle	$8.25 - $40
	Clerical I	Muench,Debbie A	
	Clerical I	Pequeno-Poliszczuk, Linda	
	Clerical II	Bielesch,Tammy J	
	Clerical II	O'Callaghan,MaryLynn	
	Clerical III	Cicchetti,Nicole B	
	Clerical III	Hannusch,Angela H	

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY
U of I Expertise, Professor Bassem Andrawes
Surface Utility Contractor
Miovision
Environmental PID for Hazardous Waste
Railroad Review

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) $ 576,000.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

LOCHNER

H.W. Lochner, Inc.
225 West Washington Street
12th Floor
Chicago, IL 60606

T 312.372.3011
F 312.372.3974

www.hwlochner.com

August 21, 2015

Mr. Paul Kovacs, Chief of Engineering
Attn: Mr. Mohamad Faraj, P.E., Project Manager
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515

RE: Contract RR-14-4221
Tri-State Tollway, Bridge Rehabilitation/Reconstruction
Mile-Long Bridge (MP21.5) in Cook County, Illinois
PSB 14-3 (Item 1)
Reimbursable Direct Cost Breakdown

Dear Mr. Faraj:

This letter is being submitted to provide an explanation in regard to the Reimbursable Direct Costs (Exhibit D) shown on the proposal exhibits for H.W. Lochner, Inc. (Lochner) and HDR Engineering, Inc. (HDR) for Contract No. RR-14-4221.

Lochner and HDR each provided an itemized direct cost line item for U of I Expert – Professor Bassem Andrawes on Exhibit D. Professor Andrawes will act as a technical advisor to both Lochner and HDR. The cost of his services will be split equally between Lochner and HDR.

Please let me know if you have any questions or require additional information.

Sincerely,
H.W. LOCHNER, INC.

[redacted]

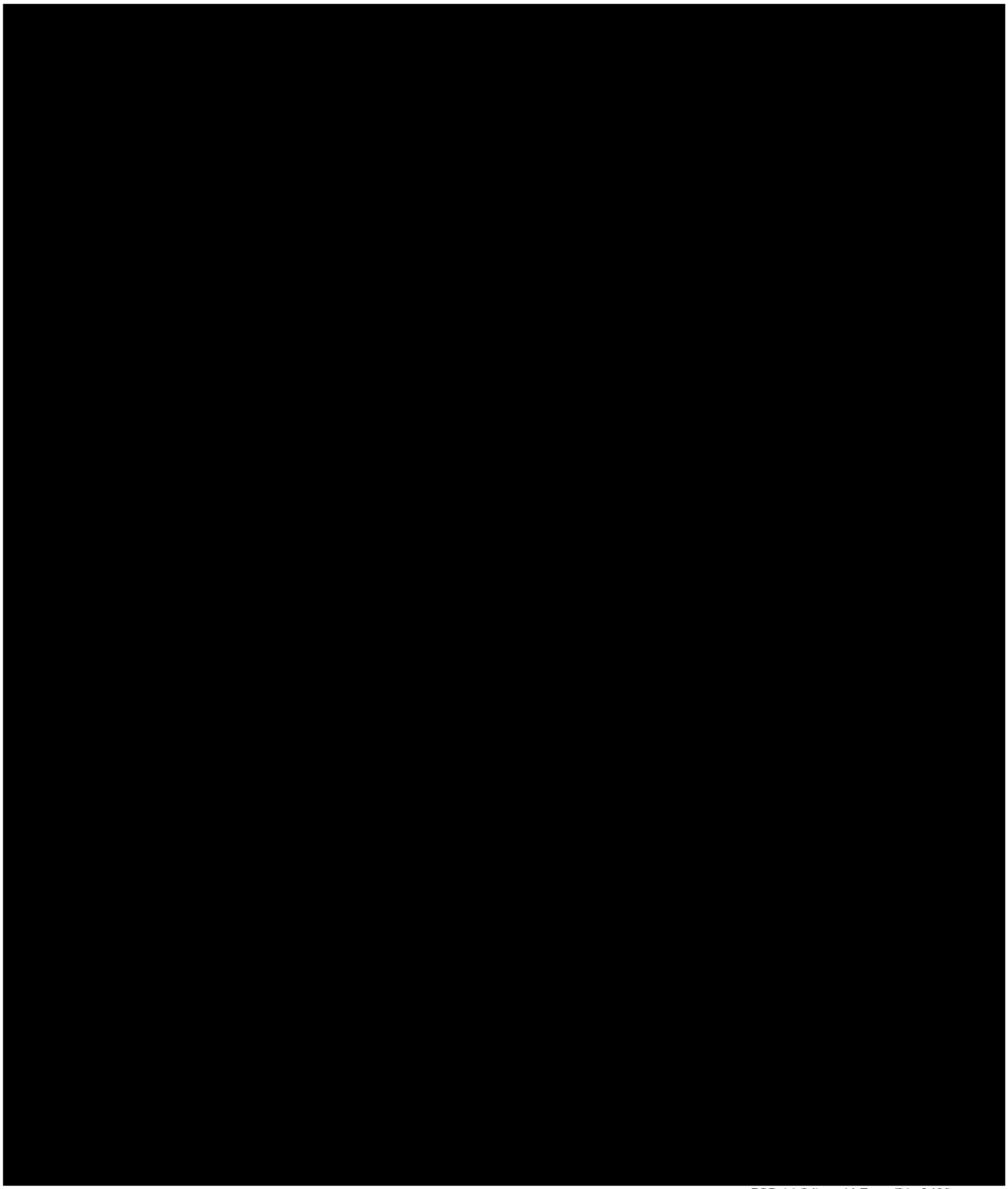
Richard W. Cholewa, P.E., S.E.
Project Manager

RR-14-4221 U of I Expertise Direct Cost

Bassem Andrawes, Ph.D.
Associate professor,
CEE Excellence Faculty Fellow
Department of Civil and Environmental Engineering,
University of Illinois at Urbana-Champaign
Tel: (217)244-4178 E-mail: andrawes@illinois.edu

[redacted]

RR-14-4221 U of I Expertise Direct Cost



Contract No.: RR-14-4221 **Consultant:** HDR Engineering, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Patrick J. Pechnick

Project Manager: Lance Peterman

Project Engineer: Thomas M. Hein

Resident Engineer:

Documentation Engineer:

Project Civil Engineer: Caahlen McAtee

Project Structural Engineer: Michael Quirin

Project Drainage Engineer:

Senior Engineer:

Others:

Name: Jay Chiglo, QA/QC
Classification: Technical Advisor

Name: Boyd Wheeler, Sr. Structural Eng., Accelerated Bridge Construction
Classification: Technical Advisor

Name: Elizabeth Braband (Libby), Public Involvement/Communications
Classification: Technical Advisor

Name:
Classification:

Patrick Petrinic CPE

[redacted]

[redacted]

[redacted]

[redacted]

Thomas Hein, PE

[redacted]

[redacted]

Caahlen McAtee, PE

Utility Coordination

[redacted]



LHQ TRI-STATE PARTNERS

Michael Quirin, PE, SE

Senior Structural Engineer

[redacted]

[redacted]

Jay Chiglo, PE

QC/QA Roadway

[redacted]

[redacted]

Boyd Wheeler, PE

Accelerated Bridge Construction

[redacted]



LHQ TRI-STATE PARTNERS

Elizabeth Braband (Libby)

Public Involvement / Communications

[redacted]

[redacted]

Exhibit F
Refinement to Scope of Services

Tollway Contract RR-14-4221

Tri-State Tollway
Bridge Rehabilitation / Reconstruction
Mile-Long Bridge (MP 21.5)

HDR Engineering, Inc.

July 6, 2015

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INTRODUCTION

This document is a refinement to the Exhibit F Scope of Work provided by the Illinois State Toll Highway Authority for Contract No. RR -14-4221.

Master Plan and Phase II engineering services are required for engineering studies and the preparation of contract plans and specifications for proposed bridge rehabilitation and bridge reconstruction and widening of the Mile-Long Bridge (Bridge Nos. 191 and 192), in Cook County, Illinois.

The project limits will be from north of the Archer Avenue Bridge (approximate Station 1086+00, MP 20.4) to south of the 5th Avenue Cutoff Bridge (approximate Station 1193+00, MP 22.5) as shown on the Central Tri-State Tollway (I-294) Corridor Concept Study Exhibit 6.2.1 (Alignment Plans).

For the Master Plan Stage a Pre-Master Plan Memorandum, a Draft Master Plan Report and a Master Plan Report (30%) will be prepared for inclusion in a corridor wide Master Plan Report prepared by Contract RR-14-4223. For Phase II Preliminary (60%), Pre-Final (95%) and Final (100%) submittals will be prepared for up to 6 construction contracts.

The duration of the services is anticipated to begin in September 2015 and be completed by April 2020.

Items excluded from the RR-14-4221 engineering services are noted within this document and the following services are also excluded:

- Phase III Services
- Independent Value Engineering Study
- Tolling Analysis
- Design of future bikeways and/or trails along crossroads
- Design of private and public utility relocations
- Pavement design (assumed to be provided by others)
- Intersection Design Studies
- Interchange Design Studies
- Access Justification Reports
- Underwater Bridge Inspection
- Railroad track and signal work
- Items listed within the Contingency (unless or until Tollway authorizes these services)

MASTER PLAN

1. **Structural Studies**

1.1. Bridge & Other Structure Inspections

Not included in HDR scope of work.

1.2. Bridge Condition Reports

Not included in HDR scope of work.

1.3. Verification of Existing MLB Structural Capacity for Supporting Construction Loadings

Not included in HDR scope of work.

1.4. Existing I-294 over LaGrange Road Bridge Load Rating

Not included in HDR scope of work.

1.5. Bridge Type Study

HDR will contribute to this task described in the master scope of work.

1.6. Structural Type Study for Adjacent Impacted Structures

HDR will contribute to this task described in the master scope of work.

1.7. Type Size & Location Plans

HDR will contribute to this task described in the master scope of work.

2. **Roadway Studies**

2.1 Roadway Studies

HDR will contribute to this task described in the master scope of work.

2.2 Traffic Studies

HDR will contribute to this task described in the master scope of work.

3. **Drainage and Hydraulic Studies**

Not included in HDR scope of work.

4. **Environmental Studies**

4.1. Environmental Studies Inventory Sheets (ESIS) I & II

HDR will contribute to this task described in the master scope of work.

4.2. Environmental Evaluation Document (EED)

HDR will contribute to this task described in the master scope of work.

5. **Permitting- Master Plan**

HDR will contribute to this task described in the master scope of work.

6. **Lighting/ITS/Signals Master Plan**

   Not included in HDR scope of work.

7. **Survey**

   Not included in HDR scope of work.

8. **Geotechnical**

   Not included in HDR scope of work.

9. **Contractor Access**

   Not included in HDR scope of work.

10. **INVEST**

    HDR will contribute to this task described in the master scope of work.

11. **Public Involvement**

    HDR will contribute to this task described in the master scope of work.

12. **Cost Estimates/Schedules Master Plan**

    HDR will contribute to this task described in the master scope of work.

13. **Construction Packaging**

    Not included in HDR scope of work.

14. **Coordination**

    14.1. Railroad (Agreements)

    HDR will contribute to this task described in the master scope of work.

    14.2. Agency/IGA

    Not included in HDR scope of work.

    14.3. Utility

    HDR will contribute to this task described in the master scope of work.

15. **Master Plan Report**

    Not included in HDR scope of work.

PHASE II ENGINEERING

100. **Contract Packages**

     HDR will contribute to this task described in the master scope of work.

101. Phase II Roadway

HDR will contribute to this task described in the master scope of work.

102. Phase II Drainage

Not included in HDR scope of work.

103. Soil Erosion & Sediment Control/Landscape

Not included in HDR scope of work.

104. Structural Plans Mile Long Bridge

HDR will contribute to this task described in the master scope of work.

105. Lighting/Signals/ITS Phase II

Not included in HDR scope of work.

106. Permitting Phase II

Not included in HDR scope of work.

107. Cost Estimates/Schedules Phase II

Not included in HDR scope of work.

108. Production Management/Document Control

Not included in HDR scope of work.

MANAGEMENT AND ADMINISTRATION

200. Management and Administration

200.1. Management and Administration

HDR will contribute to this task described in the master scope of work.

200.2. Project Controls

Not included in HDR scope of work.

200.3. Meetings and Coordination

HDR will contribute to this task described in the master scope of work.

QUALITY CONTROL/QUALITY ASSURANCE

301. Consultant Quality Plan

HDR will contribute to this task described in the master scope of work.

CONTINGENCY

HDR will contribute to the following contingency tasks upon request except C4, C6, C8, C10 and C11.

EXHIBIT G

Contract RR-14-4221

CURRENT OBLIGATIONS FOR PROJECT

HDR Engineering, Inc.

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
140/03	IDOT York/Irving Park Road	$2,362,564	$75,000	1-16
141/27	IDOT US 51 Corridor Study	$3,649,939	$.649,000	12-15
147-32	IDOT Chain of Rocks PH II	$2,296,154	$150,000	12-15
155/16	IDOT Various Various	$600,000	$75,000	12-16
156-07	IDOT Pump Station 4	$382,000	$31,000	12-15
157-06	IDOT Various Construction	$2,400,000	$1,200,000	9-15
161-03	IDOT Central Ave @BRC RRTBD	$2,182,000	1,600,000	TBD
167-020	IDOT District 2 Various, Various	$600,000	$425,00	12-16
I-11-4017	ISTHA – I-90 Construction/Add Lane	$24,150,000	$2,000,000	4/16
I-12-4061	ISTHA – MP Master Plan	$865,000	$230,000	12/15
R-14-4221	ISTHA Mile Long Bridge MP	TBD		

As a sub:

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
157-019	IDOT VE Studies, Various Various – as needed			
164-003	IDOT Various Various as needed			
167-003	IDOT – PH III over Cumberland	$45,000	$0	
169-011	IDOT Various Various as needed			
169-019	IDOT Various Various			
173-017	IDOT Various Maintenance Contract	TBD		
175-015	IDOT – FAP 343 (IL 53, IL 68) D1	TBD		
I-12-4056	ISTHA Survey and Land Acquisition	$1,004,994	$62,000	
I-13-4105	ISTHA I-90 Higgins to Barrington CM Servs	$150,000	$57,000	
I-13-4106	ISTHA I-90 CM Services	$78,000	$24,000	
I-13-4098	ISTHA I-90 Higgins to IL 53 CM Services	$73,915	$2,000	
I-13-4096	ISTHA I-90 Elgin to IL 53 CM Services	$100,000	$67,000	
I-13-4107	ISTHA- I-90 for Meacham over I-90	$100,000	$65,682	
I-13-4152	ISTHA – I-90 CM Services Upon Request	$30,000	$4,000	
I-14-4646	ISTHA – Land Acquisition/Surveying Upon Request	TBD		

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
Non-Tollway and IDOT Obligations				
City of Chicago				
	Pershing Road	$ 906,803	$373,000	12-15
Others				
	CDI –Eastside Highway	$3,914,000	$1,318,000	3-16
	Will County I-80	$ 907,564	$ 100,000	
	Lake – Gilmer/Midlothian	$ 714,000	$ 195,621	

Contract No.: RR-14-4221 Consultant: HDR Engineering, 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			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)	$ -
2			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)	$ -
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)	$ -
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

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):

Project No. RR-14-4221 Consultant: HDR Engineering, 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			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)		$ -
2			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)		$ -
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)		$ -
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

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

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

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

Contract Information Sheet

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

Consultant Name: *Quigg Engineering Inc*

Contract Number: *RR-14-4221*

Proposal Date: *7/6/2015*

Exhibit Pointers: Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-14-4221 **Consultant:** Quigg Engineering Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

											Grand Total Exhibit A Hours		31,743
	MONTHS of YEAR 2015												TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge & Other Structure Inspections									320	640	540		1500
Bridge/Structure Condition Reports										240	420	860	1520
Verification of exisitng MLB structural capacity													
Traffic Studies													
ESIS 1 & 2										64			64
EED									240	320	320	320	1200
Permitting MP											25	75	100
Survey									585	640	640	640	2505
Plats/Legals/ROW													
Phase II Roadway													
Soil Erosion & Sediment Control													
Landscape													
Structural Design/Analysis - Mile Long Bridge													
Develop Design Plans - Mile Long Bridge													
Permitting P2													
Retaining Wall # 2													
Noise Wall #1													
Management & Admin									58	96	98	96	348
Meetings & Coordination									58	96	98	96	348
QC/QA									58	96	98	96	348
TOTALS									1319	2192	2239	2183	7933

EXHIBIT "1"
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Contract Number: RR-14-4221 **Consultant:** Quigg Engineering Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge & Other Structure Inspections													
Bridge/Structure Condition Reports	860	860	860	730									3310
Verification of exisitng MLB structural capacity	160	148											308
Traffic Studies					165	165	165						495
ESIS 1 & 2													
EED	320	320	320	320	320	320	320	320	310				2870
Permitting MP	50	50											100
Survey				80	80	80	80	80	80				480
Plats/Legals/ROW	160	160	160	160	160	160	160	160	160	160	160	160	1920
Phase II Roadway										160	160	160	480
Soil Erosion & Sediment Control										72	72	72	216
Landscape										8	8	8	24
Structural Design/Analysis - Mile Long Bridge													
Develop Design Plans - Mile Long Bridge													
Permitting P2										100	100		200
Retaining Wall # 2													
Noise Wall #1													
Management & Admin	80	80	70	64	40	40	38	30	26	20	20	20	528
Meetings & Coordination	80	80	70	64	40	40	38	30	26	20	20	20	528
QC/QA	80	80	70	64	40	40	38	30	26	20	20	20	528
TOTALS	1790	1778	1550	1482	845	845	839	650	628	560	560	460	11987

Contract Number: RR-14-4221 **Consultant:** Quigg Engineering Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge & Other Structure Inspections													
Bridge/Structure Condition Reports													
Verification of exisitng MLB structural capacity													
Traffic Studies													
ESIS 1 & 2				64									64
EED													
Permitting MP													
Survey					40								40
Plats/Legals/ROW	160	160	160	120									600
Phase II Roadway	160	160	160	160	160	160	160	160	160	80			1520
Soil Erosion & Sediment Control	72	72	72	72	72	72	72	72	72	72	72	72	864
Landscape	8	8	8	8	8	8	8	8	8	8	8	8	96
Structural Design/Analysis - Mile Long Bridge											180	180	360
Develop Design Plans - Mile Long Bridge													
Permitting P2										100	100		200
Retaining Wall # 2													
Noise Wall #1													
Management & Admin	20	20	20	28	20	18	18	18	12	8	14	14	210
Meetings & Coordination	20	20	20	28	20	18	18	18	12	8	14	14	210
QC/QA	20	20	20	28	20	18	18	18	12	8	14	14	210
TOTALS	460	460	460	508	340	294	294	294	276	284	402	302	4374

Contract Number: RR-14-4221 **Consultant:** Quigg Engineering Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge & Other Structure Inspections													
Bridge/Structure Condition Reports													
Verification of exisitng MLB structural capacity													
Traffic Studies													
ESIS 1 & 2													
EED													
Permitting MP													
Survey													
Plats/Legals/ROW													
Phase II Roadway													
Soil Erosion & Sediment Control	72	72	72	72	72	72	72	72	72	72	72	72	864
Landscape	8	8	8	8	8	8	8	8	8	8	8	8	96
Structural Design/Analysis - Mile Long Bridge	180	180	171										531
Develop Design Plans - Mile Long Bridge		160	160	160	160	160	160	160	160	160	160	37	1637
Permitting P2										100	100		200
Retaining Wall # 2													
Noise Wall #1													
Management & Admin	14	22	20	12	12	12	12	12	12	12	12	6	158
Meetings & Coordination	14	22	20	12	12	12	12	12	12	12	12	6	158
QC/QA	14	22	20	12	12	12	12	12	12	12	12	6	158
TOTALS	302	486	471	276	276	276	276	276	276	376	376	135	3802

Contract Number: RR-14-4221 **Consultant:** Quigg Engineering Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge & Other Structure Inspections													
Bridge/Structure Condition Reports													
Verification of exisitng MLB structural capacity													
Traffic Studies													
ESIS 1 & 2													
EED													
Permitting MP													
Survey													
Plats/Legals/ROW													
Phase II Roadway													
Soil Erosion & Sediment Control	72	72	72	54	54	54	54	54	54	54	54	54	702
Landscape	8	8	8	6	6	6	6	6	6	6	6	6	78
Structural Design/Analysis - Mile Long Bridge													
Develop Design Plans - Mile Long Bridge													
Permitting P2													
Retaining Wall # 2	180	180	180	180	180	180	180	180	180	180			1800
Noise Wall #1	160	160	115										435
Management & Admin	22	22	18	12	12	12	12	12	12	12	2	2	150
Meetings & Coordination	22	22	18	12	12	12	12	12	12	12	2	2	150
QC/QA	22	22	18	12	12	12	12	12	12	12	2	2	150
TOTALS	486	486	429	276	276	276	276	276	276	276	66	66	3465

EXHIBIT "1"
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Contract Number: RR-14-4221 **Consultant:** Quigg Engineering Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge & Other Structure Inspections													
Bridge/Structure Condition Reports													
Verification of exisitng MLB structural capacity													
Traffic Studies													
ESIS 1 & 2													
EED													
Permitting MP													
Survey													
Plats/Legals/ROW													
Phase II Roadway													
Soil Erosion & Sediment Control	54	54	40										148
Landscape	6	6	4										16
Structural Design/Analysis - Mile Long Bridge													
Develop Design Plans - Mile Long Bridge													
Permitting P2													
Retaining Wall # 2													
Noise Wall #1													
Management & Admin	2	2	2										6
Meetings & Coordination	2	2	2										6
QC/QA	2	2	2										6
TOTALS	66	66	50										182

Contract No.: RR-14-4221 Consultant: Quigg Engineering Inc

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

31,743.00 (Total Work Hours from Exhibit C-2)	X	$ 44.25 (Average Hourly Rate from Exhibit C-2)	=	TOTAL DIRECT SALARY	$ 1,404,627.75

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

DIRECT REGULAR SALARY TIMES MULTIPLIER $ 3,932,957.70

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $217,063.01

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) $ -

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

TOTAL SERVICES BY OTHERS $ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants) $ -
(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) $ 4,150,020.71

Contract No.: RR-14-4221 Consultant: Quigg Engineering Inc

Date: 7/6/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 55 No. OF MONTHS

SCHEDULED START DATE: 9/8/2015

RAISE DATE: 1/1/2016

PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

9/8/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019
Date Date	Date Date	Date Date	Date Date	Date Date
4.0	12.0	12.0	12.0	12.0
55.0	55.0	55.0	55.0	55.0
7.27%	22.47%	23.15%	23.84%	24.56%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

1/1/2020 - 3/31/2020	-	-	-	-
Date Date	Date Date	Date Date	Date Date	Date Date
3.0				
55.0	55.0	55.0	55.0	55.0
6.32%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 107.61%

EXHIBIT "1"
Page 435 of 733

Contract No.: RR-14-4221 Consultant: Quigg Engineering Inc

Date: 7/6/2015 Escalation Factor: 107.61%

(From Exhibit C-1)

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

Total Estimated Work Hours: 31,743.00

Average Hourly Rate: $44.25

Total Direct Labor $1,404,627.75

DIRECT COST OVERTIME PREMIUM

Total Estimated O/T Hours: 1,148.00

Average Premium O/T Hourly Rate: $17.38

Total Overtime Premium: $19,952.24

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	$50.00	$70.00	$70.00	$70.00	200.00		
No	Project Manager	$40.00	$70.00	$70.00	$70.00	2,000.00		
No	Senior Engineer/Planner	$40.00	$70.00	$61.85	$66.56	7,000.00		
No	Resident Engineer	$40.00	$70.00					
Yes	Project Engineer/Planner	$25.00	$60.00	$39.22	$42.21	7800.00	21.11	400.00
Yes	Staff Engineer/Planner	$20.00	$40.00	$26.83	$28.87	7800.00	14.44	400.00
No	Engineer /Accountant	$20.00	$60.00	$50.00	$53.81	100.00		
Yes	Senior Technical Specialist	$25.00	$60.00	$37.41	$40.26	3900.00	20.13	200.00
Yes	Technical Specialist	$15.00	$50.00	$21.82	$23.48	2763.00	11.74	140.00
No	Architect	$30.00	$70.00					
No	Realty Specialists	$20.00	$70.00					
Yes	Intern	$8.25	$20.00	$13.00	$13.99	80.00	7.00	4.00
Yes	Admin/Clerical	$8.25	$40.00	$18.68	$20.10	100.00	10.05	4.00

Contract No.: RR-14-4221 **Consultant:** Quigg Engineering Inc

Date: 7/6/2015

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	**Lori L. Quigg**	$50 - $70
Project Manager	Engineer VI	**Todd A. Welz**	$40 - $70
Senior Engineer/Planner	Engineer VI	**David R. Booher**	$40 - $70
	Engineer V	M. John Karshenas	
	Engineer V	**Michael C. Vail**	
Resident Engineer			$40 - $70
Project Engineer/Planner	Engineer IV	Michael T. Matzke	$25 - $60
Staff Engineer/Planner	Engineer III	Francis B. Nelson	$20 - $40
	Engineer III	Lindsay M. Sagorski	
	Engineer III	Steven C. Dulakis	
	Engineer II	James D. Berge	
	Engineer II	Tyler K. Walker	
	Engineer II	Claire F. Stokes	
	Engineer II	Sean Mathis	
Engineer /Accountant	VP - Adminin Principal	Rebecca L. Stocker	$20 - $60
Senior Technical Specialist	Survey Serivces Manager	**William A. Kenter**	$25 - $60
	Environmental Services Manager	**Richard J. Nowack**	
	Surveyor III	Edward D. Stewart	
Technical Specialist	Technician V	Joseph E. Begue	$15 - $50
	Technician V	Richard A. Goertz	
	Technician V	Kory E. Chapman	
	Technician IV	Elizabeth Serdynski	
	Technician III	Thomas R. Frey	
	Technician III	William J. Kenter	
	Technician II	Bradley T. Hayes	
	Technician II	Joshua G. Fulk	
	Technician II	Graham O. Franklin	
	Technician II	Tyler J. Kaufman	
	Technician II	April Y. Holmes	
Architect			$30 - $70
Realty Specialists			$20 - $70

Contract No.: RR-14-4221 **Consultant:** Quigg Engineering Inc

Date: 7/6/2015

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
Intern	Intern	Jeremiah Roberts	$8.25 - $20
Admin/Clerical	Administrative Assistant	Lainey Luktehus	$8.25 - $40

Contract No.: RR-14-4221 **Consultant:** Quigg Engineering Inc

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY
Specialized equipment/scanning equipment
Title Commitments
Boat
Infrared Scanning of Bridge Deck
RR Flaggers
RR Safety Class
RR Entry Permit
E-rail Training
Survey Monuments

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) $ 197,110.77

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

Contract No.: RR-14-4221 **Consultant:** Quigg Engineering Inc

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Lori L. Quigg, PE

Project Manager: Todd A. Welz, PE

Project Engineer:

Resident Engineer:

Documentation Engineer:

Project Civil Engineer: Michael C. Vail

Project Structural Engineer: David R. Booher

Project Drainage Engineer:

Senior Engineer:

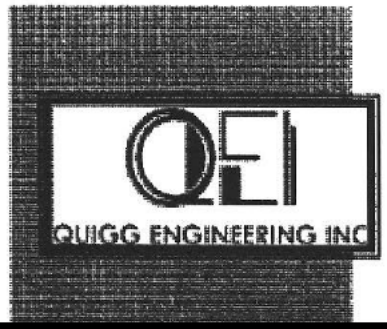
Others:

Name: Richard J. Nowack, PLA
Classification: Environmental Services Manager

Name: William A. Kenter, PLS
Classification: Survey Services Manager

Name:
Classification:

Name:
Classification:



LORI L. QUIGG, PE

President

[redacted]

QUIGG ENGINEERING INC

LORI L. QUIGG, PE

President

[redacted]

[redacted]

QUIGG ENGINEERING INC

TODD A. WELZ, PE

[redacted]

QUIGG ENGINEERING INC

MICHAEL C. VAIL, PE

Project Manager/Engineer V

[redacted]

[redacted]

[redacted]

QUIGG ENGINEERING INC

DAVID R. BOOHER, PE, SE

Chief Structural Engineer

[redacted]

QUIGG ENGINEERING INC

RICHARD J. NOWACK, LA

[redacted]

QUIGG ENGINEERING INC

RICHARD J. NOWACK, LA

Environmental Project Manager

[redacted]

QUIGG ENGINEERING INC

WILLIAM A. KENTER, PLS

Survey Services Manager

[redacted]

QUIGG ENGINEERING INC

WILLIAM A. KENTER, PLS

Survey Services Manager

[redacted]

Exhibit F
Refinement to Scope of Services

Tollway Contract RR-14-4221

Tri-State Tollway
Bridge Rehabilitation / Reconstruction
Mile-Long Bridge (MP 21.5)

Quigg Engineering Inc. (Quigg)

July 6, 2015

Quigg Eng.

RR-14-4221

INTRODUCTION

This document is a refinement to the Exhibit F Scope of Work provided by the Illinois State Toll Highway Authority for Contract No. RR -14-4221.

Master Plan and Phase II engineering services are required for engineering studies and the preparation of contract plans and specifications for proposed bridge rehabilitation and bridge reconstruction and widening of the Mile-Long Bridge (Bridge Nos. 191 and 192), in Cook County, Illinois.

The project limits will be from north of the Archer Avenue Bridge (approximate Station 1086+00, MP 20.4) to south of the 5th Avenue Cutoff Bridge (approximate Station 1193+00, MP 22.5) as shown on the Central Tri-State Tollway (I-294) Corridor Concept Study Exhibit 6.2.1 (Alignment Plans).

For the Master Plan Stage a Pre-Master Plan Memorandum, a Draft Master Plan Report and a Master Plan Report (30%) will be prepared for inclusion in a corridor wide Master Plan Report prepared by Contract RR-14-4223. For Phase II Preliminary (60%), Pre-Final (95%) and Final (100%) submittals will be prepared for up to 6 construction contracts.

The duration of the services is anticipated to begin in September 2015 and be completed by April 2020.

Items excluded from the RR-14-4221 engineering services are noted within this document and the following services are also excluded:

- Phase III Services
- Independent Value Engineering Study
- Tolling Analysis
- Design of future bikeways and/or trails along crossroads
- Design of private and public utility relocations
- Pavement design (assumed to be provided by others)
- Intersection Design Studies
- Interchange Design Studies
- Access Justification Reports
- Underwater Bridge Inspection
- Railroad track and signal work
- Items listed within the Contingency (unless or until Tollway authorizes these services)

Quigg Eng.

RR-14-4221

The anticipated scope of services for Quigg is as described within the "LHQ Tri-State Partners Exhibit F Refinement to Scope Services" for the items noted below.

MASTER PLAN

1.1. Bridge & Other Structure Inspections
1.2. Bridge Condition Reports
1.3. Verification of Existing MLB Structural Capacity for Supporting Construction Loadings
2.2 Traffic Studies
4.1 Environmental Studies Inventory Sheets (ESIS) 1 & 2
4.2 Environmental Evaluation Document (EED)
5.1 Permitting Master Plan
7.1 Survey
7.2 Plats/Legals/Right of Way

PHASE II ENGINEERING

100	Phase II Roadway
103.1	Soil Erosion and Sediment Control
103.2	Landscaping
104.1	Perform structural design/analysis
104.2	Develop Design Plans Mile Long Bridge
104.3	Retaining Wall #2
104.4	Noise Wall # 1
106.1	Permitting Phase II

MANAGEMENT AND ADMINISTRATION

200.1	Management and Administration
200.3	Meetings and Coordination

QUALITY CONTROL/QUALITY ASSURANCE

301	Consultant Quality Plan

CONTINGENCY

Quigg's specific scope for contingent items will be determined at the time of the authorization of contingent items.

EXHIBIT G

Contract No. RR-14-4221

Quigg Engineering 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
Work Order I-12-4058	Surveying Work Orders	$60,000.00	$60,000.00	12/31/2017
Work Order MO 12-1237	Materials testing Work Orders	$1,665,000.00	$985,000.00	12/31/2017
O'Hare Expr I-12-4041	Erosion Control Design	$377,000.00	$125,000.00	10/31/2015
O'Hare Expr I-12-4041	Erosion Control Design	$217,000.00	$35,000.00	10/31/2015
Work Order I-12-4057	Surveying Work Orders	$450,000.00	$30,000.00	9/30/2017
Maintenance RR-12-4076	Environmental Clearance and Erosion control	$350,000.00	$200,00	3/31/2016
arious Locatic I-13-411	Construction Audits	$657,000.00	$250,000.00	12/31/2016
IL 3 PTB 165-018	Construction Inspection	$1,500,000.00	$600,000.00	12/31/2016
ır/Var PH 1 & PTB 164-011	Various designs for IDOT Dist 2	$500,000.00	$300,000.00	12/1/2017
IL – 97 PTB 156-035	Roadway design	$1,235,000.00	$550,000.00	12/31/2017
IL 47 PTB 167-023	Construction Inspection	$1,375,000.00	$575,000.00	12/31/2015
I-290 Bridges PTB 169-001	Bridge Inspection & BCR preparation	$650,000.00	$250,000.00	12/31/2016
Various	Various IDOT work as subconsultant	$7,000,000.00	$3,680,000.00	12/31/2017

Contract No.: RR-14-4221 Consultant: Quigg Engineering 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			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)		$ -
2			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)		$ -
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)		$ -
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

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):

Project No. RR-14-4221 Consultant: Quigg Engineering 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 _____

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

2 _____

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

3 _____

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

4 _____

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

5 _____

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

6 _____

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

7 _____

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

8 _____

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

9 _____

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

10 _____

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: *GEO SERVICES, INC.*

Contract Number: *RR-14-4221*

Proposal Date: *7/6/2015*

Exhibit Pointers: Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-14-4221 **Consultant:** GEO SERVICES, INC.

EXHIBIT A: ESTIMATED TASK WORK HOURS

									Grand Total Exhibit A Hours				3,045
	MONTHS of YEAR 2015												TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechncial									302	302	302	302	1208
TOTALS									302	302	302	302	1208

Contract Number: RR-14-4221 **Consultant:** GEO SERVICES, INC.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechncial	271	271	271	271	16	16	16	16	16	16	16	17	1213
TOTALS	271	271	271	271	16	16	16	16	16	16	16	17	1213

Contract Number: RR-14-4221 **Consultant:** GEO SERVICES, INC.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechncial	16	16	16	16	16	16	16	16	16	16	16	16	192
TOTALS	16	16	16	16	16	16	16	16	16	16	16	16	192

Contract Number: RR-14-4221 **Consultant:** GEO SERVICES, INC.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechncial	16	16	16	16	16	16	16	16	16	16	16	16	192
TOTALS	16	16	16	16	16	16	16	16	16	16	16	16	192

Contract Number: RR-14-4221 Consultant: GEO SERVICES, INC.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechncial	16	16	16	16	16	16	16	16	16	16	16	16	192
TOTALS	16	16	16	16	16	16	16	16	16	16	16	16	192

Contract Number: RR-14-4221 **Consultant:** GEO SERVICES, INC.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechncial	16	16	16										48
TOTALS	16	16	16										48

Contract No.: RR-14-4221 Consultant: GEO SERVICES, INC.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

3,045.00 (Total Work Hours from Exhibit C-2)	X	$ 48.92 (Average Hourly Rate from Exhibit C-2)	=	TOTAL DIRECT SALARY	$ 148,961.40

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

DIRECT REGULAR SALARY TIMES MULTIPLIER $ 417,091.92

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $ 752,858.08

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) _____

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

TOTAL SERVICES BY OTHERS $ -

D. ADDITIONAL SERVICES (Prime Consultant)

_____
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

_____
(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) $ 1,169,950.00

Contract No.: RR-14-4221 Consultant: GEO SERVICES, INC.

Date: 7/6/2016

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 55 No. OF MONTHS

SCHEDULED START DATE: 9/8/2015

RAISE DATE: 7/1/2016

PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

9/8/2015 - 6/30/2016	7/1/2016 - 6/30/2017	7/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2019 - 3/31/2020
Date Date	Date Date	Date Date	Date Date	Date Date
10.0	12.0	12.0	12.0	9.0
55.0	55.0	55.0	55.0	55.0
18.18%	22.47%	23.15%	23.84%	18.42%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

-	-	-	-	-
Date Date	Date Date	Date Date	Date Date	Date Date
55.0	55.0	55.0	55.0	55.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 106.06%

Contract No.: RR-14-4221 **Consultant:** GEO SERVICES, INC.

Date: 7/6/2015 **Escalation Factor:** 106.08%

(From Exhibit C-1)

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

Total Estimated Work Hours: 3,046.00

Average Hourly Rate: $48.92

Total Direct Labor $148,961.40

DIRECT COST OVERTIME PREMIUM

Total Estimated O/T Hours: 151.00

Average Premium O/T Hourly Rate: $20.45

Total Overtime Premium: $3,087.95

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	$50.00	$70.00	$70.00	$70.00	360.00		
No	Project Manager	$40.00	$70.00	$61.50	$65.23	865.00		
Yes	Senior Engineer/Planner	$40.00	$70.00	$46.17	$48.97	337.00	24.49	64.00
No	Resident Engineer	$40.00	$70.00	$70.00	$70.00	5.00		
Yes	Project Engineer/Planner	$25.00	$60.00	$37.00	$39.24	710.00	19.62	50.00
Yes	Staff Engineer/Planner	$20.00	$40.00	$28.75	$30.49	58.00	15.25	12.00
Yes	Engineer /Accountant	$20.00	$60.00	$33.50	$35.53	210.00	17.77	5.00
No	Senior Technical Specialist	$25.00	$60.00					
No	Technical Specialist	$15.00	$50.00					
No	Architect	$30.00	$70.00					
No	Realty Specialists	$20.00	$70.00					
No	Intern	$8.25	$20.00					
Yes	Admin/Clerical	$8.25	$40.00	$25.25	$26.78	500.00	13.39	20.00

Contract No.: RR-14-4221 **Consultant:** GEO SERVICES, INC.

Date: 7/6/2015

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	**Julian Rueda**	$50 - $70
	Vice President	Dixon O'Brien	$50 - $70
Project Manager	Project Manager	**Andrew J. Ptak**	$40 - $70
Senior Engineer/Planner	Senior Geotechnical Engineer	**Stephen A. Bucher**	$40 - $70
	Engineering Geologist	Richard W. Catalano	
	Senior Project Engineer	Kiran Adhikary	
Resident Engineer	Resident Engineer	TBD	$40 - $70
Project Engineer/Planner	Project Engineer	Alex U. Barlan	$25 - $60
Staff Engineer/Planner	Staff Engineer	Richard R. Realeza	$20 - $40
Engineer /Accountant	Field Engineer	Vahan Hovakimian	$20 - $60
Senior Technical Specialist			$25 - $60
Technical Specialist			$15 - $50
Architect			$30 - $70
Realty Specialists			$20 - $70
Intern			$8.25 - $20
Admin/Clerical	Administrative Assistant	Bhavika A. Tailor	$8.25 - $40

Contract No.: RR-14-4221 Consultant: GEO SERVICES, INC.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY
See Additional Direct Cost Items attached

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) $ 749,770.13

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

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

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

Shift Differential	Actual Cost based on firm policy

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

NOTES:

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

Contract No.: RR-14-4221 **Sub Consultant:** GEO SERVICES, INC.
Date: 06-Jul-15

Description (1)	Unit (2)	Unit Cost (4)	REIMBURSABLE DIRECT COSTS
ALLOWABLE DIRECT COSTS			
Postage and Delivery	LS	$ 159.13	$ 159.13
Vehicle	DAY	$ 65.00	$ 16,510.00
ITEMIZED DIRECT COSTS			
Drilling			
ATV Mob/Demob.	HOUR	$ 225.00	
Drilling (2 man crew)-day	HOUR	$ 365.00	
Drilling (2 man crew)-ATV-day, (truck-rig or ATV - night-time)	HOUR	$ 385.00	
Drilling (2 man crew) - Overtime, Sat.	HOUR	$ 547.50	
Drilling (2 man crew) - Sun. and Holidays	HOUR	$ 730.00	
NX-coring bit wear	FT	$ 10.00	
NX-core boxes (cardboard)	EACH	$ 25.00	
Pavement coring (1 man crew)	HOUR	$ 200.00	
Pavement coring (1 man crew) - o.t./night	HOUR	$ 300.00	
Flagger (day-time)	HOUR	$ 100.00	
Flagger (night-time)	HOUR	$ 110.00	
Flagger (o.t.) (daytime)	HOUR	$ 150.00	
Flagger (o.t.) (night-time)	HOUR	$ 165.00	
Shoulder Closure (day-time)	EACH	$ 900.00	
Lane Closure (1-lane) (night-time)	EACH	$ 1,800.00	
Lane Closure (2-lanes) (night-time)	EACH	$ 1,950.00	
Partial Ramp Closure (day-time)	EACH	$ 900.00	
Bridge Deck Patch	EACH	$ 50.00	
Signs, cones	DAY	$ 125.00	
Borehole Grouting	FT	$ 6.00	
3" Shelby Tubes	EACH	$ 25.00	
Core/Bore Patch	EACH	$ 15.00	
Lights	DAY	$ 100.00	
Generator	DAY	$ 100.00	
Mapping Grade GPS	DAY	$ 100.00	
Clearing/Grubbing/Landcape Repair 2 Man Crew	HOUR	$ 200.00	
Fence Repair (at cost - estimated)	HOUR	$ 200.00	
Environmental Field Kit (gloves, bags, cleaning solutions)	DAY	$ 50.00	
PID Meter	WEEK	$ 300.00	
RR Permits (Estimated-At Cost)	EACH	$ 3,000.00	
RR Flaggers (Estimated-At Cost)	HOUR	$ 110.00	
RR Liability Insurance (Estimated-At Cost)	EACH	$ 5,500.00	
Drill Rig Equipment Load/Unload onto Barge (Barge Subcontractor Cost)	EACH	$ 2,000.00	
Barge Setting/Pulling Spuds (Crane + Crane Operator)	EACH	$ 2,600.00	
Mob/Demob of Tug/Barge to Jobsite (Barge Subcontractor Cost)	EACH	$ 12,000.00	
Tug and Barge at Jobsite (8-hrs, M-Fr. Daytime)	DAY	$ 5,675.00	
Tug and Barge (o.t., Sat.)	HOUR	$ 1,000.00	
Weather Delay (Barge Subcontractor Cost) (2-hr min)	HOUR	$ 850.00	
	DRILLING ITMIZED DIRECT COST TOTAL		$ 588,840.00
	DRILLING DIRECT COSTSTOTAL		$ 605,509.13

Contract No.: RR-14-4221 **Sub Consultant:** GEO SERVICES, INC.
Date: 06-Jul-15

Description (1)	Unit (2)	Unit Cost (4)	REIMBURSABLE DIRECT COSTS
ALLOWABLE DIRECT COSTS			
Geotechnical and Environmental Laboratory Testing			
Routine Testing Includes % Moisture, Classification & Pocket Penetrometer Test	EA	$ 15.00	
Torvane Test	EA	$ 6.00	
Extrude Shelby Tube	EA	$ 12.00	
Atterberg Limits (Single Point) (T89 & 90/D4318)	EA	$ 60.00	
Atterberg Limits (Multiple Point) (T89 & 90/D4318)	EA	$ 120.00	
Particle Size Analysis, no hydrometer (T311/D6913)	EA	$ 90.00	
Particle Size Analysis, with hydrometer (T88/D422)	EA	$ 110.00	
No. 200 Wash Sieve Analysis (only) (T11/D1140)	EA	$ 40.00	
Unconfined Compressive Strength Qu (T208/D2166)	EA	$ 50.00	
Dry Density (Unit Weight) (D7263)	EA	$ 5.00	
Specific Gravity (Soil) (T100/D854)	EA	$ 60.00	
pH of Soil (D4972)	EA	$ 20.00	
Organic Content - loss on ignition (T267/D2987)	EA	$ 60.00	
Organic Content - wet combustion (T194)	EA	$ 115.00	
Consolidation - 16 tsf (T216/D2435)	EA	$ 510.00	
Consolidation - 32 tsf (T216/D2435)	EA	$ 620.00	
Triaxial Unconsolidated Undrained (UU) (3-points) (T296/D2850)	EA	$ 400.00	
Triaxial Consolidated Undrained (CU) (3 points) (T297/D4767)	EA	$ 900.00	
Triaxial (remolding of sample) per point	EA	$ 50.00	
Hydraulic Conductivity (permeability) (D5084)	EA	$ 300.00	
Hydraulic Conductivity (remold sample) per point	EA	$ 50.00	
Moisture Density Relationship (Proctor) (T99 & 180/D698 & 1557)	EA	$ 190.00	
Moisture Density (Proctor) with Oversize Correction (T224/D4718)	EA	$ 240.00	
Moisture Density Relationship (Proctor) with % Lime (D558)	EA	$ 200.00	
IDOT Lime Stabilized Soil Test	EA	$ 350.00	
Illinois Bearing Ratio (IBR)	EA	$ 450.00	
Illinois Immediate Bearing Value (IBV)	EA	$ 450.00	
California Bearing Ratio CBR (T193/D1883)	EA	$ 450.00	
Slag Expansion Test (D4792)	EA	$ 750.00	
Soil Resistivity (Lab) (T288/G187)	EA	$ 200.00	
Rock Unconfined Compressive Strength (D7012)	EA	$ 50.00	
Rock Tensile Strength (D3967)	EA	$ 75.00	
Topsoil Analysis (IL Dept. Ag.) pH, Wet Combustion & No. 200 Wash Sieve	EA	$ 175.00	
Washed 150 lb PGE Gradation (IDOT)	EA	$ 500.00	
Washed Coarse Aggregate Gradation (over 1" dia.) (T11 & 27/C117 & 136)	EA	$ 200.00	
Washed Coarse Aggregate Gradation (under 1" dia.) (T11 & 27/C117 & 136)	EA	$ 95.00	
Washed Fine Aggregate Gradation (T11 & 27/C117 & 136)	EA	$ 60.00	
Organic Impurities in Fine Aggregate (T21/C40)	EA	$ 40.00	
Unit Weight of Course Aggregate (T19/C29)	EA	$ 60.00	
Specific Gravity Course Aggregate (T85/C127)	EA	$ 90.00	
Specific Gravity Fine Aggregate (T84/C128)	EA	$ 120.00	
Asbestos Testing	EA	$ 120.00	
CCDD Environmental Testing (Estimated-at Cost)	EA	$ 1,000.00	
	LABORATORY DIRECT COSTS TOTAL	$	144,261.00

Contract No.: RR-14-4221 **Consultant:** GEO SERVICES, INC.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Julian Rueda

Project Manager: Andrew J. Ptak

Project Engineer:

Resident Engineer:

Documentation Engineer:

Project Civil Engineer:

Project Structural Engineer:

Project Drainage Engineer:

Senior Engineer:

Others:

Name:

Classification:

Name:

Classification:

Name:

Classification:

Name: Stephen A. Bucher

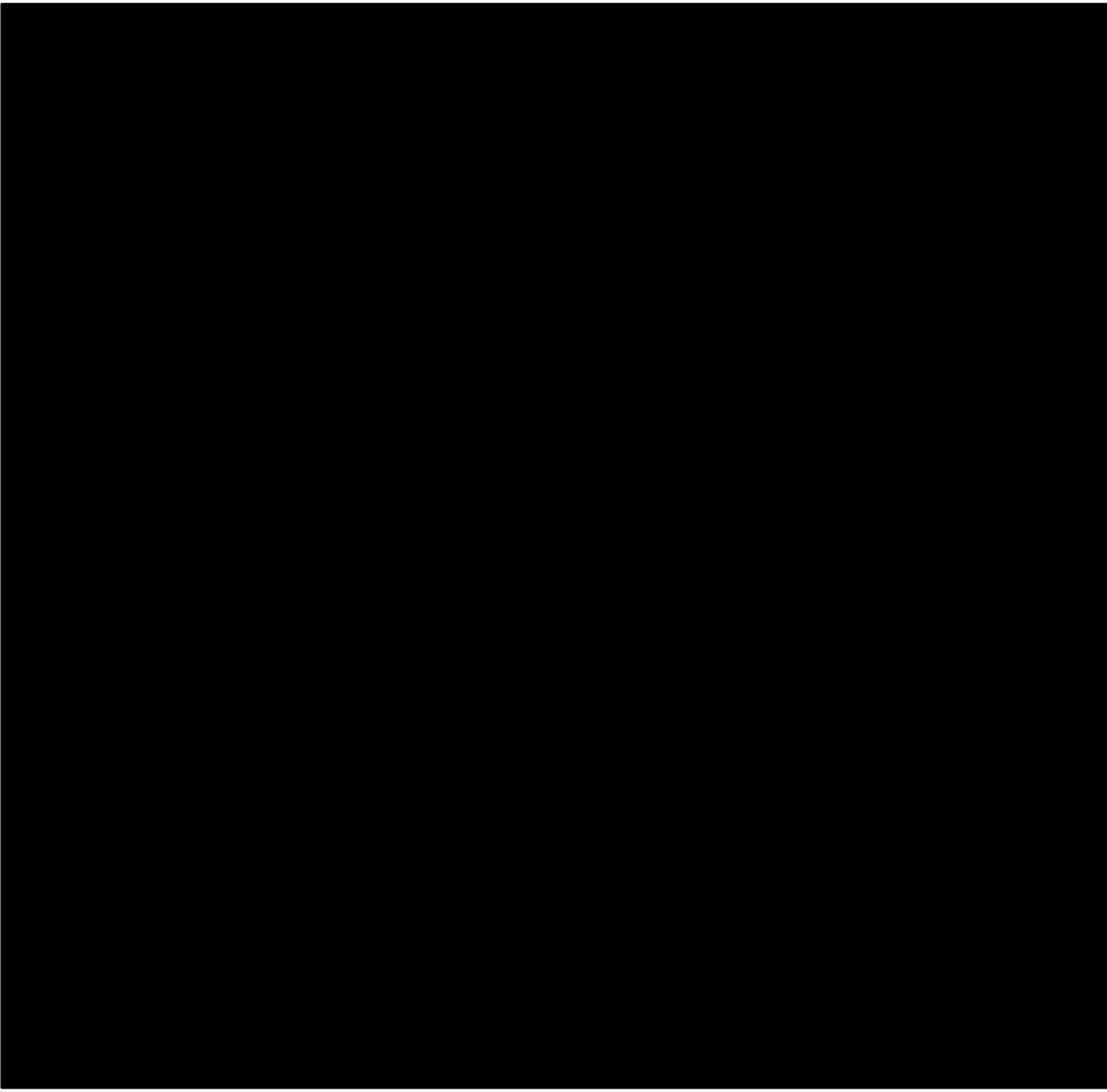
Classification: Senior Geotechnical Engineer

805 Amherst Court, Suite 204 ♦ Naperville, IL 60565-3448 ♦ Phone (630) 305-9186♦ Fax (630) 355-2838
www.geoservicesinc.net

JULIAN RUEDA, P.E.
PRINCIPAL ENGINEER

805 Amherst Court, Suite 204 ♦ Naperville, IL 60565-3448 ♦ Phone (630) 305-9186♦ Fax (630) 355-2638
www.geoservicesinc.net

ANDREW J. PTAK, P.E.
PROJECT MANAGER



805 Amherst Court, Suite 204 ♦ Naperville, IL 60565-3448 ♦ Phone (630) 305-9186♦ Fax (630) 355-2838
www.geoservicesinc.net

STEPHEN A. BUCHER, P.E.
SENIOR GEOTECHNICAL ENGINEER

[redacted]

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www.geoservicesinc.net

STEPHEN A. BUCHER, P.E.
SENIOR GEOTECHNICAL ENGINEER

[redacted]

EXHIBIT F

CONTRACT RR-14-4221

GEO SERVICES, INC.

SCOPE OF SERVICES

Geotechnical Investigation Services

Scope of Work-Geotechnical Base Scope

1) Call JULIE and ISTHA to clear onsite utilities.
2) Layout boring locations.
3) Provide drill-rig and 2-man drill crew. ATV drill-rig will be used where required.
4) Perform 154 soil borings (total lineal footage=6,160 feet of overburden drilling, 1,960 lineal feet of NX-size bedrock coring) , and 4 bridge deck cores as summarized below. The proposed boring locations are also shown on the attached boring location diagrams.
a. Mile-long Bridge - 70 bridge structure borings to estimated depth of 40 feet plus 20-ft bedrock core (NX-size) will be obtained (two borings per substructure).
b. LaGrange Road Bridge - 8 bridge structure borings to estimated depth of 40 feet plus 20-ft bedrock core (NX-size) will be obtained (two borings per substructure).
c. Retaining Walls/Noise Walls/Built-Up Embankment areas–

Retaining Wall #1 – 1,700-ft long retaining wall with 24 borings to an estimated depth of 40-ft (on approximate 75-ft spacing)

Retaining Wall #2 – 1000-ft long retaining wall with 15 borings to an estimated depth of 40-ft (on approximate 75-ft spacing)

d. Earth Embankment – Approximate 1000-1200 ft long embankment with 17 borings to an estimated depth of 40-ft (on approximate 75-ft spacing) ABC (Accelerated Bridge Construction) Temporary Borings – 20 structure borings to an estimated depth to 40-ft with 20-ft bedrock core (NX-size) will be obtained
e. 4 bridge deck cores for asbestos testing
f. Perform 20 horizontal bridge pier cap cores to 12-inch nominal depth (with high-lift provided by client). Testing of cores by others.

Hand auger borings will be performed in locations inaccessible by a drill rig. Hand auger borings will be extended to a depth of 15 feet or auger refusal. Soil samples will be obtained at 2.5-ft intervals to a depth of 30 feet (5.0-intervals thereafter) and sampled with a 2.0-in diameter split spoon. Select samples will be obtained with 3-inch diameter Shelby tubes. Deeper boreholes on pavement (borings on pavement that are deeper than 20-feet) will be grouted and shallower borings, and deeper borings off of pavement and pavement cores will be backfilled with soil cuttings and patched upon completion.

Final boring locations will be determined after a review of access and overhead and underground utilities have been identified.

Lab work on the soil samples will include:

1. Visual classification
2. Water content testing
3. Rimac strength testing (on intact cohesive samples).
4. Grain-size/hydrometer and Atterberg testing (on select samples).
5. Consolidation testing (on select samples).
6. Unconfined compressive strength (on select samples).
7. Consolidation-undrained tri-axial testing (on select samples).
8. Organic content testing (on select samples).

Along with these borings, standard laboratory tests will be performed engineering reports will be prepared under the direct supervision of a Registered Professional Engineer. Below is a summary of the reports that will be prepared as part of the geotechnical program:

1. Mile-Long Bridge SGR
2. LaGrange Road Bridge SGR
3. Temporary Structures (ABC) Geotech. Report

The following reports will be prepared by Himalayan Consultants and are not a part of GSI's scope of work:

1. Retaining Wall SGR
2. Earth Plug Geotech. Report

Below is the detailed information that will be included in the geotechnical reports.

1. Soil conditions
2. Ground water elevations
3. Site preparation recommendations
4. Pavement construction recommendations
5. Foundation recommendations
6. Lateral earth recommendations
7. Slope Stability analysis
8. Copies of boring logs, core logs, test results and location diagram
9. Recommendations relative to any unusual design or construction techniques which may be required due to subsurface conditions

Scope of Work-Environmental Base Scope

Geo Services will perform an environmental investigation to identify potential areas of environmental concern relative to Clean Construction Demolition Debris (CCDD) regulations. For this work, we propose to review historical and regulatory documents to identify areas having potential environmental concerns, perform an estimated 30 shallow borings to obtain samples for environmental analysis, test a total of 50 samples for CCDD classification, prepare a report summarizing findings and, where permitted, complete any required CCDD forms. A Phase I report of the project site will need to be provided to GSI to review and determine where Phase II soil borings are needed in consultation with the design team.

Assumptions:

1. No snow removal included in this proposal.
2. Client will provide GSI with names and addresses to mail out ROE permits required for any borings on private property.
3. Final boring locations will be determined after a review of access and overhead and underground utilities have been identified.

The above cost estimate assumes that the labor rates for the drillers will need to be in accordance with the published prevailing wage rates (Illinois Prevailing Wage Act, 820 ILCS 130/2).

Any additional work will be performed at the appropriate unit charges or hourly rates indicated on our cost estimate of services.

EXHIBIT G

CONTRACT RR-14-4221

GEO SERVICES, INC.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplemental and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-90, MP 60.8 to MP 68.1 I-11-4017	Geotechnical Services	$ 2,535,289	$ 272,380	Spring 2015
I-90 IL 53 to Oakton Avenue I-11-4016	Geotechnical Services	$ 1,906,194	$ 41,373	Fall 2014
Various ISHTA Toll plaza Oasis Sites RR-13-4118	Geotechnical Services	$ 175,000	$ 77,033	Spring 2015
I-90 at Barrington Road Interchange RR-13-5568	Geotechnical Services	$ 265,115	$ 25,801	Fall 2014
System wide RR-13-4155	Construction Inspection and Geotechnical Investigation upon request	$ 350,000	$ 319,808	Fall 2016
System wide I-13-4102	Construction Inspection upon request	$ 184,000	$ 46,911	Fall 2014
System wide RR-13-5685R	Construction Inspection upon request	$ 50,000	Pending Approval	TBD
System wide I-14-4639	Geotechnical Investigation upon request	$ 3,000,000	$ 2,982,540	TBD
I-294 Mile Long Bridge RR-14-4221	Geotechnical Investigtion	$ 1,400,000	Pending Approval	Spring 18
IL 171 at I-55 PTB 154-014	Geotechnical Services	$ 1,413,045	$ 65,000	Fall 2014
I-55 at Arsenal Road PTB 151-001	Construction Inspection	$ 341,082	$ 144,375	Spring 2015
US 7 at IL 171 PTB 157-005	Geotechnical Services	$ 765,298	$ 66,614	Fall 2014
IL 22 at IL 83 PTB 158-001	Construction Inspection	$ 807,789	$ 177,850	Spring 2015

Contract No.: RR-14-4221 Consultant: GEO SERVICES, 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 _____

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

2 _____

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

3 _____

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

4 _____

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

5 _____

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

6 _____

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

7 _____

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

8 _____

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

9 _____

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

10 _____

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: $ -

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

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

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

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

Project No. RR-14-4221 Consultant: GEO SERVICES, 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 _____

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

2 _____

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

3 _____

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

4 _____

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

5 _____

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

6 _____

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

7 _____

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

8 _____

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

9 _____

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

10 _____

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: *Himalayan Consultants, LLC*

Contract Number: *RR-14-4221*

Proposal Date: *7/6/2015*

Exhibit Pointers: Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-14-4221 **Consultant:** Himalayan Consultants, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

									Grand Total Exhibit A Hours				3,336
	MONTHS of YEAR 2015												TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical									190	156	150	250	746
TOTALS									190	156	150	250	746

Contract Number: RR-14-4221 **Consultant:** Himalayan Consultants, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical	250	250	250	250	250	300	300	300	100	12	8	8	2278
TOTALS	250	250	250	250	250	300	300	300	100	12	8	8	2278

Contract Number: RR-14-4221 **Consultant:** Himalayan Consultants, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical	8	8	8	8	8	8	8	8	8	8	8	8	96
TOTALS	8	8	8	8	8	8	8	8	8	8	8	8	96

Contract Number: RR-14-4221 **Consultant:** Himalayan Consultants, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical	8	8	8	8	8	8	8	8	8	8	8	8	96
TOTALS	8	8	8	8	8	8	8	8	8	8	8	8	96

Contract Number: RR-14-4221 **Consultant:** Himalayan Consultants, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical	8	8	8	8	8	8	8	8	8	8	8	8	96
TOTALS	8	8	8	8	8	8	8	8	8	8	8	8	96

Contract Number: RR-14-4221 **Consultant:** Himalayan Consultants, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical	8	8	8										24
TOTALS	8	8	8										24

Contract No.: RR-14-4221 Consultant: Himalayan Consultants, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

3,336.00 (Total Work Hours from Exhibit C-2)	X	$ 37.94 (Average Hourly Rate from Exhibit C-2)	=	TOTAL DIRECT SALARY	$ 126,567.84

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

DIRECT REGULAR SALARY TIMES MULTIPLIER $ 354,389.95

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $478.48

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) $ -

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

TOTAL SERVICES BY OTHERS $ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) $ 354,868.43

Contract No.: RR-14-4221

Consultant: Himalayan Consultants, LLC

Date: 7/6/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 55 No. OF MONTHS

SCHEDULED START DATE: 9/8/2015

RAISE DATE: 1/1/2016

PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

9/8/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019
Date - Date	Date - Date	Date - Date	Date - Date	Date - Date
4.0	12.0	12.0	12.0	12.0
55.0	55.0	55.0	55.0	55.0
7.27%	22.47%	23.15%	23.84%	24.56%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

1/1/2020 - 3/31/2020	-	-	-	-
Date - Date	Date - Date	Date - Date	Date - Date	Date - Date
3.0				
55.0	55.0	55.0	55.0	55.0
6.32%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 107.61%

Contract No.: RR-14-4221 **Consultant:** Himalayan Consultants, LLC

Date: 7/6/2015 **Escalation Factor:** 107.61%

(From Exhibit C-1)

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

Total Estimated Work Hours: 3,336.00

Average Hourly Rate: $37.94

Total Direct Labor $126,567.84

DIRECT COST OVERTIME PREMIUM

Total Estimated O/T Hours:

Average Premium O/T Hourly Rate:

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 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)
No	Principal	$50.00	$70.00	$60.00	$64.57	600.00		
No	Project Manager	$40.00	$70.00	$45.00	$48.43	140.00		
No	Senior Engineer/Planner	$40.00	$70.00	$37.00	$39.82	730.00		
No	Resident Engineer	$40.00	$70.00					
No	Project Engineer/Planner	$25.00	$60.00	$25.00	$26.90	556.00		
No	Staff Engineer/Planner	$20.00	$40.00	$25.00	$26.90	400.00		
No	Engineer /Accountant	$20.00	$60.00	$33.00	$35.51	60.00		
No	Senior Technical Specialist	$25.00	$60.00	$27.00	$29.06	750.00		
No	Technical Specialist	$15.00	$50.00	$26.00	$27.98	60.00		
No	Architect	$30.00	$70.00					
No	Realty Specialists	$20.00	$70.00					
No	Intern	$8.25	$20.00					
No	Admin/Clerical	$8.25	$40.00	$15.00	$16.14	40.00		

Contract No.: RR-14-4221 **Consultant:** Himalayan Consultants, LLC

Date: 7/6/2015

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	Gopal K. Adhikary	$50 - $70
Project Manager	Project Manager	Paul J. Jenswold	$40 - $70
Senior Engineer/Planner	Senior Engineer	Mark A. Babich	$40 - $70
Resident Engineer			$40 - $70
Project Engineer/Planner	Project Engineer	Tracy Stacey	$25 - $60
Staff Engineer/Planner	Staff Engineer	Ryan P. Biesek	$20 - $40
Engineer /Accountant	Account Manager	Samira Adhikary	$20 - $60
Senior Technical Specialist	Senior Geologist	Tom Dueppen	$25 - $60
Technical Specialist	Technical Specialist	Shardul S. Adhikari	$15 - $50
Architect			$30 - $70
Realty Specialists			$20 - $70
Intern			$8.25 - $20
Admin/Clerical	Admin/Clerical	Megan Everts	$8.25 - $40

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) $ 478.48

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

Contract No.: RR-14-4221 Consultant: Himalayan Consultants, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Gopal K. Adhikary, P.E.

Project Manager: Paul J. Jenswold, P.E.

Project Engineer: Tracy Stacey, EIT

Resident Engineer:

Documentation Engineer:

Project Civil Engineer:

Project Structural Engineer:

Project Drainage Engineer:

Senior Engineer: Mark A. Babich, P.E.

Others:

Name: Ryan P. Biesek, EIT
Classification: Staff Engineer

Name: Tom Dueppen, P.G.
Classification: Senior Geologist

Name:
Classification:

Name:
Classification:

GOPAL K. ADHIKARY, P.E.
Senior Geotechnical Engineer

[redacted]

Himalayan
Consultants, LLC
Engineers and Hydrogeologists

PAUL J. JENSWOLD, P.E.
Project Manager

Himalayan
Consultants, LLC
Engineers and Hydrogeologists

TRACY L. STACY, E.I.T.
Project Engineer

[redacted]

Himalayan
Consultants, LLC
Engineers and Hydrogeologists

MARK A. BABICH, P.E.
Senior Engineer

MARK A. BABICH, P.E.
Senior Engineer

[redacted]

[redacted]

EXHIBIT F

Contract No. RR-14-4221

Himalayan Consultants, LLC

SCOPE OF SERVICES

It is our understanding that Himalayan Consultants, LLC (Himalayan) and Geo Services, Inc. (GSI) will provide geotechnical engineering support as subconsultants to H. W. Lochner, Inc. (Lochner) for the Mile-Long Bridge Project PSB 14-3, Item 1 (Project). Himalayan's scope of work for the project will include: contract administration, project coordination on geotechnical related issues, analysis and preparation of geotechnical reports and quality assurance/quality control (QA/QC).

The GSI geotechnical tasks for the project are understood to include the following: obtaining all necessary permits for drilling work, utility clearance, development of boring plan including field locates of all boring and bridge deck coring locations, traffic control as needed, geotechnical drilling/rock coring and sampling, geotechnical lab testing for roadway, structures and embankments as required, preparation of the Structure Geotechnical Report (SGR) for the Mile-long bridge structure including scour analysis/hydraulic report and recommendations for temporary construction structures.

Himalayan's project tasks will consist of the following:

Field Observation of Drilling and Testing
Roadway – Roadway Geotechnical Report
Retaining Walls/Noise Walls/Embankments – Structure Geotechnical Report
Sign Structures - Structure Geotechnical Report
Box Culverts - Structure Geotechnical Report

Himalayan will perform all geotechnical engineering tasks in accordance with the existing TOLLWAY practices, applicable IDOT, ASTM and AASHTO procedures, and commonly accepted engineering practices.

A. Base Scope

A-1. Field Observation of Drilling and Testing for Mile Long Bridge (Assumption: BNSF Railroad, Canadian National Railroad and MWRD properties not included)

Himalayan will provide a geotechnical engineer as a field staff for observation of drilling and rock coring operations (GSI to supply the field staff for BNSF Railroad, Canadian National Railroad and MWRD properties). Himalayan and GSI will communicate with each other to coordinate the field operations including collection of laboratory samples needed for engineering analysis. Himalayan staff will conduct the Rimac Compression test and provide the Rimac Q_u values to the GSI field staff in charge of the field classification and description of soils.

A-2. Retaining Wall #2 and Noise Wall #1 (15 borings to 40-foot depths)

Himalayan will conduct geotechnical analyses that will include recommendations for bearing resistance, settlements, lateral earth pressures, and global stability/external stability. Himalayan will closely coordinate with the structural engineer from the project team in the SGR development process so that appropriate soil design parameters, analyses, and recommendations are provided.

EXHIBIT G
CONTRACT RR-14-4221

HIMALAYAN CONSULTANTS, 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
P-91-443-14, Various Phase I Projects	Geotechnical Engineering	TBD	TBD	2017
RR-14-4223	Geotechnical Engineering	TBD	TBD	2017

Contract No.: RR-14-4221 Consultant: Himalayan Consultants, LLC

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1			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)	$ -
2			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)	$ -
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)	$ -
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

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):

Project No. RR-14-4221 Consultant: Himalayan Consultants, LLC

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1			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)	$ -
2			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)	$ -
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)	$ -
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

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

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

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

Contract Information Sheet

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

Consultant Name: *M Squared Engineering, LLC*

Contract Number: *RR-14-4221*

Proposal Date: *7/6/2015*

Exhibit Pointers: Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-14-4221 **Consultant:** M Squared Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

										Grand Total Exhibit A Hours			3,148
	MONTHS of YEAR 2015												TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Management & Administration									10	10	15	15	50
Meetings & Coordination									4	4	6	6	20
QA/QC													
Phase 1 - Drainage & Hydraulic Reports									64	64	70	68	266
Phase 2 Drainage PS&E													
TOTALS									78	78	91	89	336

EXHIBIT "1"
Page 516 of 733

Contract Number: RR-14-4221 **Consultant:** M Squared Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Management & Administration	8	8	8	8	8	8	8	8	8	8	8	8	96
Meetings & Coordination	4	4	4	4	4	4	4	4	4	4	4	4	48
QA/QC									6	6	6	6	24
Phase 1 - Drainage & Hydraulic	64	64	64	64	80	80	80	80	80	80	80	80	896
Phase 2 Drainage PS&E									30	30	30	30	120
TOTALS	76	76	76	76	92	92	92	92	128	128	128	128	1184

EXHIBIT "1"
Page 517 of 733

Contract Number: RR-14-4221 **Consultant:** M Squared Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Management & Administration	10	10	10	10	10	10	10	10	10	10	10	10	120
Meetings & Coordination	4	4	2	2	2	4	4	4	4	4	4	4	42
QA/QC	6	6	6					6	6	6	6	6	48
Phase 1 - Drainage & Hydraulic	92	92	92	92									368
Phase 2 Drainage PS&E	30	30	30	30	30	24	24	24	24	24	24	24	318
TOTALS	142	142	140	134	42	38	38	44	44	44	44	44	896

EXHIBIT "1"
Page 518 of 733

Contract Number: RR-14-4221 **Consultant:** M Squared Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Management & Administration	6	6	6	6	6	6	6	6	6	6	6	6	72
Meetings & Coordination													
QA/QC								6	6	6	6	6	30
Phase 1 - Drainage & Hydraulic Reports													
Phase 2 Drainage PS&E	24	24	24	24	24	24	24	24	24	24	24	24	288
TOTALS	30	30	30	30	30	30	30	36	36	36	36	36	390

Contract Number: RR-14-4221 **Consultant:** M Squared Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Management & Administration	2	2	2	2	2	2	2	1	1	1	1	1	19
Meetings & Coordination													
QA/QC	6	6	6	6									24
Phase 1 - Drainage & Hydraulic Reports													
Phase 2 Drainage PS&E	24	24	24	20	20	20	20	20	20	20	20	20	252
TOTALS	32	32	32	28	22	22	22	21	21	21	21	21	295

EXHIBIT "1"
Page 520 of 733

Contract Number: RR-14-4221 **Consultant:** M Squared Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Management & Administration	1	1	1										3
Meetings & Coordination													
QA/QC													
Phase 1 - Drainage & Hydraulic Reports													
Phase 2 Drainage PS&E	16	16	12										44
TOTALS	17	17	13										47

Contract No.: RR-14-4221 Consultant: M Squared Engineering, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

3,148.00 (Total Work Hours from Exhibit C-2)	X	$ 39.25 (Average Hourly Rate from Exhibit C-2)	=	TOTAL DIRECT SALARY	$ 123,559.00

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

DIRECT REGULAR SALARY TIMES MULTIPLIER $ 345,965.20

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $10,040.00

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) $ -

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

TOTAL SERVICES BY OTHERS $ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) $ 356,005.20

Contract No.: RR-14-4221

Consultant: M Squared Engineering, LLC

Date: 7/8/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 55 No. OF MONTHS

SCHEDULED START DATE: 9/8/2015

RAISE DATE: 1/1/2016

PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

9/8/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019
Date Date	Date Date	Date Date	Date Date	Date Date
4.0	12.0	12.0	12.0	12.0
55.0	55.0	55.0	55.0	55.0
7.27%	22.47%	23.15%	23.84%	24.56%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

1/1/2020 - 3/31/2020	-	-	-	-
Date Date	Date Date	Date Date	Date Date	Date Date
3.0				
55.0	55.0	55.0	55.0	55.0
6.32%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 107.61%

EXHIBIT "1"
Page 523 of 733

Contract No.: RR-14-4221

Consultant: M Squared Engineering, LLC

Date: 7/6/2015

Escalation Factor: 107.61%
(From Exhibit C-1)

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

Total Estimated Work Hours: 3,148.00

Average Hourly Rate: $39.25

Total Direct Labor $123,559.00

DIRECT COST OVERTIME PREMIUM

Total Estimated O/T Hours:

Average Premium O/T Hourly Rate:

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 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)
No	Principal	$50.00	$70.00	$62.70	$67.47	140.00		
No	Project Manager	$40.00	$70.00	$63.60	$68.44	460.00		
No	Senior Engineer/Planner	$40.00	$70.00					
No	Resident Engineer	$40.00	$70.00					
No	Project Engineer/Planner	$25.00	$60.00	$36.00	$38.74	490.00		
No	Staff Engineer/Planner	$20.00	$40.00	$29.60	$31.85	720.00		
No	Engineer /Accountant	$20.00	$60.00	$30.00	$32.28	1142.00		
No	Senior Technical Specialist	$25.00	$60.00					
No	Technical Specialist	$15.00	$50.00					
No	Architect	$30.00	$70.00					
No	Realty Specialists	$20.00	$70.00					
No	Intern	$8.25	$20.00					
No	Admin/Clerical	$8.25	$40.00	$18.25	$19.64	196.00		

Contract No.: RR-14-4221 **Consultant:** M Squared Engineering, LLC

Date: 7/6/2015

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 Engineer	Matthew G. Hahm	$50 - $70
Project Manager	Principal Engineer	Minal Hahm	$40 - $70
Senior Engineer/Planner			$40 - $70
Resident Engineer			$40 - $70
Project Engineer/Planner	Senior Project Engineer	Jonathan E. Schreiner	$25 - $60
Staff Engineer/Planner	Project Engineer	Brian R. Dressler	$20 - $40
Engineer /Accountant	Staff Engineer	Peggy J. Stucky	$20 - $60
Senior Technical Specialist			$25 - $60
Technical Specialist			$15 - $50
Architect			$30 - $70
Realty Specialists			$20 - $70
Intern			$8.25 - $20
Admin/Clerical	Administrative	Cindy Gerritson	$8.25 - $40

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) $ 10,040.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

Contract No.: RR-14-4221 **Consultant:** M Squared Engineering, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Minal Hahm, PE

Project Engineer: Jonathan E. Schreiner, PE

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others:

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

[redacted]

M Squared Engineering, LLC
W62N215 Washington Avenue • Cedarburg WI 53012 • (262) 376-4246 • [redacted]
Branch Office: Aurora, IL

[redacted]

Jonathan Schreiner, PE

[redacted]

M Squared Engineering, LLC
W62N215 Washington Avenue • Cedarburg WI 53012 • (262) 376-4246 • [redacted]
Branch Office: Aurora, IL

EXHIBIT F

Contract No. RR-14-4221

M Squared Engineering, LLC

SCOPE OF SERVICES

M Squared scope will include Pre-Concept Drainage Report, Concept Drainage Report, Hydraulic Studies and Reports associated with the stream crossings, and Phase 2 Drainage PS&E.

EXHIBIT G

Contract No. RR-14-4221

M Squared Engineering, 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
STH 158 – WisDOT ID	Construction Inspection/Management	$326,463	$289,370	30-Jun-16
STH 158 – WisDOT ID 3220-03-61	Construction Inspection/Management	$129,196	$8,672	30-Jun-15
STH 158 – Railroad Bridges Design WisDOT ID 3220-09-00	Stormwater Management and Drainage Design for Bridge sections	$61,001	$30,991	31-Aug-16
General Mitchell International Airport – De-Ice Pad (A158-12009)	Construction Inspection and Construction verification	$81,387	$65,500	Jul-15
Various WisDOT Hydrologic / Hydraulic Studies – NE/NW Regions	Design / H&H Studies	$400,000	$350,000	Sep-15
Ft. McCoy Rail Inspection (US Army – Contract #W912DY-15-C-0011	Rail Inspection at Ft. McCoy – Year 1 (future renewals anticipated)	$47,136	$47,136	May-16

Contract No.: RR-14-4221 Consultant: M Squared Engineering, LLC

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1			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)	$ -
2			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)	$ -
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)	$ -
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

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):

Project No. RR-14-4221 Consultant: M Squared Engineering, LLC

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1			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)	$ -
2			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)	$ -
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)	$ -
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

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

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

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

Contract Number: RR-14-4221 **Consultant:** Omega & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

									Grand Total Exhibit A Hours				2,218
	MONTHS of YEAR 2015												TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contractor Access									6	6	4	4	20
Constructibility									6	6	4	4	20
Phase II Roadway													
Meetings and Coordination									3	3	2	2	10
QA / QC									3	3	2	2	10
TOTALS									18	18	12	12	60

EXHIBIT "1"
Page 97 of 733

Contract Number: RR-14-4221 **Consultant:** Omega & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contractor Access	8	8	8	8	8	8	8	8	8	8	8	8	96
Constructibility	24	24	24	24	24	24	24	24	24	24	24	24	288
Phase II Roadway									12	16	16	16	60
Meetings and Coordination	2	2	2	2	2	2	2	4	4	4	4	4	34
QA / QC	2	2	2	2	2	2	2	2	2	2	2	2	24
TOTALS	36	36	36	36	36	36	36	38	50	54	54	54	502

EXHIBIT "1"
Page 38 of 73

Contract Information Sheet

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

Consultant Name: *Omega & Associates, Inc.*

Contract Number: *RR-14-4221*

Proposal Date: *7/6/2015*

Exhibit Pointers: Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-14-4221 **Consultant:** Omega & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contractor Access	8	12	16	16	16	16	16	16	16	16	16	16	180
Constructibility	24	24	24	24	24	24	24	24	24	24	24	24	288
Phase II Roadway	16	16	16	16	16	16	16	16	12				140
Meetings and Coordination	4	4	4	4	4	4	4	4	4	4	4	4	48
QA / QC	4	4	4	4	4	4	4	4	4	4	2	2	44
TOTALS	56	60	64	64	64	64	64	64	60	48	46	46	700

Contract Number: RR-14-4221 **Consultant:** Omega & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contractor Access	8	8	8	8	8	8	8	8	8	8	8	8	96
Constructibility	24	24	24	24	24	24	24	24	24	24	24	24	288
Phase II Roadway													
Meetings and Coordination	4	4	4	4	4	4	4	4	4	4	4	4	48
QA / QC	2	2	2	2	2	2	2	2	2	2	2	2	24
TOTALS	38	38	38	38	38	38	38	38	38	38	38	38	456

Contract Number: RR-14-4221 **Consultant:** Omega & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contractor Access	8	8	8	8	8	8	8	8	8	8	8	8	96
Constructibility	24	24	24	24	24	24	24	24	24	24	24	24	288
Phase II Roadway													
Meetings and Coordination	4	4	4	4	4	4	4	4	2	2	2	2	40
QA / QC	2	2	2	2	2	2	2	2	2	2	2	2	24
TOTALS	38	38	38	38	38	38	38	38	36	36	36	36	448

EXHIBIT "1"
Page 542 of 733

Rev. 5/2015

Version 9

Contract Number: RR-14-4221 **Consultant:** Omega & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contractor Access	4	4	4										12
Constructibility	20	4	4										28
Phase II Roadway													
Meetings and Coordination	2	2	2										6
QA / QC	2	2	2										6
TOTALS	28	12	12										52

EXHIBIT "1"
Page 543 of 733

Rev. 5/2015

Version 9

Contract No.: RR-14-4221 Consultant: Omega & Associates, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

2,218.00 (Total Work Hours from Exhibit C-2)	X	$ 56.89 (Average Hourly Rate from Exhibit C-2)	=	TOTAL DIRECT SALARY	$ 126,182.02

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

DIRECT REGULAR SALARY TIMES MULTIPLIER $ 353,309.66

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $2,229.00

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) $ -

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

TOTAL SERVICES BY OTHERS $ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) $ 355,538.66

Contract No.: RR-14-4221 Consultant: Omega & Associates, Inc.

Date: 7/6/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 55 No. OF MONTHS

SCHEDULED START DATE: 9/8/2015

RAISE DATE: 1/1/2016

PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

9/8/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019
Date Date	Date Date	Date Date	Date Date	Date Date
4.0	12.0	12.0	12.0	12.0
55.0	55.0	55.0	55.0	55.0
7.27%	22.47%	23.15%	23.84%	24.56%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

1/1/2020 - 3/31/2020	-	-	-	-
Date Date	Date Date	Date Date	Date Date	Date Date
3.0				
55.0	55.0	55.0	55.0	55.0
6.32%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 107.61%

Contract No.: RR-14-4221

Consultant: Omega & Associates, Inc.

Date: 7/6/2015

Escalation Factor: 107.61%
(From Exhibit C-1)

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

Total Estimated Work Hours: 2,218.00

Average Hourly Rate: $56.89

Total Direct Labor $126,182.02

DIRECT COST OVERTIME PREMIUM

Total Estimated O/T Hours:

Average Premium O/T Hourly Rate:

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 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)
No	Principal	$50.00	$70.00	$70.00	$70.00	64.00		
No	Project Manager	$40.00	$70.00	$65.00	$69.95	300.00		
No	Senior Engineer/Planner	$40.00	$70.00	$65.00	$69.95	290.00		
No	Resident Engineer	$40.00	$70.00	$60.00	$64.57	290.00		
No	Project Engineer/Planner	$25.00	$60.00	$45.00	$48.43	1274.00		
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					
No	Architect	$30.00	$70.00					
No	Realty Specialists	$20.00	$70.00					
No	Intern	$8.25	$20.00					
No	Admin/Clerical	$8.25	$40.00					

Contract No.: RR-14-4221 Consultant: Omega & Associates, Inc.

Date: 7/6/2015

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	Senior Vice President	Michael P. Hannemann	$50 - $70
Project Manager	Civil Project Manager	Steven M. Ravanesi	$40 - $70
Senior Engineer/Planner	Project Specialist	Steven T. Musser	$40 - $70
Resident Engineer	Resident Engineer	Lon R. Hoglind	$40 - $70
Project Engineer/Planner	Civil Engineer	Brian Castro	$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

Contract No.: RR-14-4221 **Consultant:** Omega & Associates, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) $ 2,229.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

Contract No.: RR-14-4221 **Consultant:** Omega & Associates, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Michael P. Hannemann

Project Manager: Steven M. Ravanesi

Project Engineer:

Senior Engineer:

Documentation Engineer:

Project Civil Engineer: Brian Castro

Project Structural Engineer:

Project Drainage Engineer:

Senior Engineer:

Others:

Name: Steven T. Musser
Classification: Project Specialist

Name: Lon R. Hoglind
Classification: Resident Engineer

Name:
Classification:

Name:
Classification:

MICHAEL HANNEMANN, PE

PRINCIPAL - SENIOR VICE PRESIDENT

OMEGA

[redacted]

OMEGA

STEVEN M. RAVANESI

PROJECT MANAGER

OMEGA

[redacted]

OMEGA

BRIAN CASTRO, PE

PROJECT ENGINEER

OMEGA

[redacted]

OMEGA

STEVEN T. MUSSER

SENIOR ENGINEER / PLANNER

OMEGA

[redacted]

OMEGA

LON HOGLIND
RESIDENT ENGINEER

OMEGA

[redacted]

EXHIBIT F

Contract No. RR-14-4221

Omega & Associates, Inc.

SCOPE OF SERVICES

Constructibility Reviews, Maintenance of Traffic, Traffic Control Planning, Geometric Design, Coordination, Administation and QA / QC

EXHIBIT G

Contract No. RR-14-4221

Omega & Associates, 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
I-11-4013	Program Management Office	$2,983,440.00	$1,383,329.74	Aug '16
I-13-4093	I-90, Roadway, Retaining Wall, & Bridge Reconstruction, Elgin Toll Plaza to IL-53 CM & CCM	$14,000,000.00	$10,817,342.71	Mar '17
I-13-4152	I-90 CM Services Upon Request	$7,000,000.00	$4,918,298.28	June '16

Contract No.: RR-14-4221 Consultant: Omega & Associates, 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 _____

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

2 _____

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

3 _____

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

4 _____

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

5 _____

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

6 _____

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

7 _____

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

8 _____

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

9 _____

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

10 _____

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

** Additional services funds require prior authorization before use

TOTAL 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):

Project No. RR-14-4221 Consultant: Omega & Associates, 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 _____

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

2 _____

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

3 _____

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

4 _____

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

5 _____

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

6 _____

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

7 _____

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

8 _____

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

9 _____

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

10 _____

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: *SDIENGR Corp.*

Contract Number: *RR-14-4221*

Proposal Date: *7/6/2015*

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-14-4221 **Consultant:** SDIENGR Corp.

EXHIBIT A: ESTIMATED TASK WORK HOURS

									Grand Total Exhibit A Hours				8,155
	MONTHS of YEAR 2015												TOTAL HOURS
TASK	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	
Bridge & Other Structure Inspections									708	1056	636		2400
Bridge/Structure Condition Reports											324	956	1280
Verification of Existing MLB Capacity													
Structural design/analysis – Mile Long Bridge													
Develop design plans – Mile Long Bridge													
TOTALS									708	1056	960	956	3680

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EXHIBIT "1"
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Contract Number: RR-14-4221 **Consultant:** SDIENGR Corp.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge & Other Structure Inspections													
Bridge/Structure Condition Reports	648	604	658	496									2406
Verification of Existing MLB Capacity				8	60	144	144	144	136				636
Structural design/analysis – Mile Long Bridge									8	60	120	120	308
Develop design plans – Mile Long Bridge													
TOTALS	648	604	658	504	60	144	144	144	144	60	120	120	3350

Contract Number: RR-14-4221 **Consultant:** SDIENGR Corp.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge & Other Structure Inspections													
Bridge/Structure Condition Reports													
Verification of Existing MLB Capacity													
Structural design/analysis – Mile Long Bridge	120	120	120	32									392
Develop design plans – Mile Long Bridge				88	60	120	120	60	120	60	4	4	636
TOTALS	120	120	120	120	60	120	120	60	120	60	4	4	1028

Contract Number: RR-14-4221 **Consultant:** SDIENGR Corp.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge & Other Structure Inspections													
Bridge/Structure Condition Reports													
Verification of Existing MLB Capacity													
Structural design/analysis – Mile Long Bridge													
Develop design plans – Mile Long Bridge	4	4	4	4	4	4	4	4	4	4	4	4	48
TOTALS	4	4	4	4	4	4	4	4	4	4	4	4	48

Contract Number: RR-14-4221 **Consultant:** SDIENGR Corp.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge & Other Structure Inspections													
Bridge/Structure Condition Reports													
Verification of Existing MLB Capacity													
Structural design/analysis – Mile Long Bridge													
Develop design plans – Mile Long Bridge	4	4	4	4	3	3	3	3	3	3	3	3	40
TOTALS	4	4	4	4	3	3	3	3	3	3	3	3	40

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EXHIBIT "1"
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Contract Number: RR-14-4221 **Consultant:** SDIENGR Corp.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge & Other Structure Inspections													
Bridge/Structure Condition Reports													
Verification of Existing MLB Capacity													
Structural design/analysis – Mile Long Bridge													
Develop design plans – Mile Long Bridge	3	3	3										9
TOTALS	3	3	3										9

Contract No.: RR-14-4221 Consultant: SDIENGR Corp.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

8,155.00 (Total Work Hours from Exhibit C-2)	X	$ 49.41 (Average Hourly Rate from Exhibit C-2)	=	TOTAL DIRECT SALARY	$ 402,938.55

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

DIRECT REGULAR SALARY TIMES MULTIPLIER $ 1,128,227.94

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $259,927.00

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) $ -

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

TOTAL SERVICES BY OTHERS $ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) $ 1,388,154.94

Contract No.: RR-14-4221 Consultant: SDIENGR Corp.

Date: 7/6/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 55 No. OF MONTHS

SCHEDULED START DATE: 9/8/2015

RAISE DATE: 1/1/2016

PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

9/8/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019
Date Date	Date Date	Date Date	Date Date	Date Date
4.0	12.0	12.0	12.0	12.0
55.0	55.0	55.0	55.0	55.0
7.27%	22.47%	23.15%	23.84%	24.56%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

1/1/2020 - 3/31/2020	-	-	-	-
Date Date	Date Date	Date Date	Date Date	Date Date
3.0				
55.0	55.0	55.0	55.0	55.0
6.32%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 107.61%

Contract No.: RR-14-4221 Consultant: SDIENGR Corp.

Date: 7/6/2015 Escalation Factor: 107.61%

(From Exhibit C-1)

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

Total Estimated Work Hours: 8,155.00

Average Hourly Rate: $49.41

Total Direct Labor $402,938.55

DIRECT COST OVERTIME PREMIUM

Total Estimated O/T Hours:

Average Premium O/T Hourly Rate:

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 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)
No	Principal	$50.00	$70.00	$70.00	$70.00	190.00		
No	Project Manager	$40.00	$70.00	$60.00	$64.57	840.00		
No	Senior Engineer/Planner	$40.00	$70.00	$60.00	$64.57	1075.00		
No	Resident Engineer	$40.00	$70.00					
No	Project Engineer/Planner	$25.00	$60.00	$55.00	$59.19	1165.00		
No	Staff Engineer/Planner	$20.00	$40.00	$40.00	$43.05	1165.00		
No	Engineer /Accountant	$20.00	$60.00	$45.00	$48.43	1165.00		
No	Senior Technical Specialist	$25.00	$60.00	$38.00	$40.89	1165.00		
No	Technical Specialist	$15.00	$50.00	$35.00	$37.66	1165.00		
No	Architect	$30.00	$70.00					
No	Realty Specialists	$20.00	$70.00					
No	Intern	$8.25	$20.00					
No	Admin/Clerical	$8.25	$40.00	$26.00	$27.98	425.00		

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Contract No.: RR-14-4221 **Consultant:** SDIENGR Corp.

Date: 7/6/2015

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	**Olufemi A. Oladeinde**	$50 - $70
Project Manager	Project Manager	**John E. Schmitt**	$40 - $70
Senior Engineer/Planner	Senior Engineer/Planner	Ebenezer A. Oguribido	$40 - $70
Resident Engineer			$40 - $70
Project Engineer/Planner	Project Engineer/Planner	**Duane G. Mahone**	$25 - $60
Staff Engineer/Planner	Staff Engineer/Planner	Ashok Guntaka	$20 - $40
Engineer /Accountant	Engineer /Accountant	**Larry R. Thompson**	$20 - $60
	Engineer /Accountant	**Brian C. Skogman**	
	Engineer /Accountant	Thomas Chan	
	Engineer /Accountant	Boris Lyalin	
Senior Technical Specialist	Senior Technical Specialist	Hunasamar Jayaswamy	$25 - $60
Technical Specialist	Technical Specialist	Theodore Sledge	$15 - $50
Architect			$30 - $70
Realty Specialists			$20 - $70
Intern			$8.25 - $20
Admin/Clerical	Admin/Clerical	Donna E. Blue	$8.25 - $40
	Admin/Clerical	Eniola Holloway	

Contract No.: RR-14-4221 **Consultant:** SDIENGR Corp.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) $ 259,927.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

Contract No.: RR-14-4221 **Consultant:** SDIENGR Corp.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Olufemi A. Oladeinde, P.E., S.E.

Project Manager: John E. Schmitt, P.E.

Project Engineer: Duane G. Mahone, P.E.

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: Larry R. Thompson, P.E., S.E.

Project Structural Engineer: Brian C. Skogman, P.E., S.E.

Senior Engineer: _____

Others:

Name: _____
Classification: _____

Name: _____
Classification: _____

Name: _____
Classification: _____

Name: _____
Classification: _____

Olufemi A. Oladeinde, P.E., S.E.

President

[redacted]

SDI
ENGINEERING CORP.

[redacted]

Olufemi A. Oladeinde, P.E., S.E.

President

[redacted]

S D I
ENGINEERING CORP.

John E. Schmitt, P.E.

Project Manager

[redacted]

ENGINEERING CORP.

John E. Schmitt, P.E.

Project Manager

[redacted]

SDI
ENGINEERING CORP.

Duane G. Mahone, P.E.

Project Engineer

[redacted]

S D I
ENGINEERING CORP.

Duane G. Mahone, P.E.

Project Engineer (Cont'd.)

[redacted]

Larry R. Thompson, P.E., S.E.
Structural Engineer

[redacted]

Larry R. Thompson, P.E., S.E.
Structural Engineer

[redacted]

Brian C. Skogman, P.E., S.E.

Bridge Engineer

[redacted]

S D I
ENGINEERING CORP.

Brian C. Skogman, P.E., S.E.

Bridge Engineer

[redacted]

ENGINEERING CORP.

EXHIBIT F

CONTRACT RR-14-4221

SDIENGR Corp.

SCOPE OF SERVICES

The work encompasses engineering studies, bridge rehabilitation, bridge reconstruction and widening and shall include but not be limited to the following:

1. Perform a Bridge Type Study for the bridge reconstruction and widening design.

2. Perform Bridge Condition Reports.

3. Perform Type, Size and Location (TS&L) drawings for the bridge reconstruction and

widening design.

4. Provide a BCR.

5. Develop scope, costs and recommendations associated with:

a. Bridge Rehabilitation.

b. Bridge Reconstruction and Widening.

6. Based on the results of 1 and 2, the Tollway will determine final scope of design work.

The following structures are included in this project:

- Bridge Nos. 191 and 192, Mile-Long Bridge

EXHIBIT G
CONTRACT RR-14-4221

(SDIENGR Corp.)

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-90 & PSB 11-4	Bridge Reconstruction and Widening, Jane Addams Memorial Tollway M.P. 50.1 over C&NW Railroad Phase III engineering services for bridge reconstruction and widening on the Jane Addams Memorial Tollway at M.P. 50.1 (C&NW RR) in Kane County, Illinois. The existing I-90 bridge has three spans and will be replaced by a new structure with a single span and approach slabs. The new structure consists of two new bridges that will be split into two separate contracts, one contract for the eastbound bridge and the other for the westbound bridge. There are two Structure Numbers representing each bridge. The scope of work includes on-site inspection, reviewing layout of contract plans, making design changes, geotechnical inspection and testing, preparing records, maintaining	$1,968,053.60	$73,000.00	August 2015
Maintenance Facilities, M6 and M7 Site Plan & PSB 13-3	The location of the construction Contract RR-13-4145 for which we provide Design Section Engineering Services is Maintenance Facilities M6 & M7, in McHenry and Winnebago County (Counties), Illinois. Design Engineering Services in full compliance with the Illinois State Toll Highway Authority's Design Section Engineer's Manual, dated March 2014 (and as revised), and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services 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.	$630,880.33	$560,000.00	September 2015

Exhibit "1"
Page _ of _

Contract No.: RR-14-4221 Consultant: SDIENGR Corp.

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			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)	$ -
2			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)	$ -
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)	$ -
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

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):

Project No. RR-14-4221 Consultant: SDIENGR Corp.

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			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)	$ -
2			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)	$ -
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)	$ -
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

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

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

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

Contract Information Sheet

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

Consultant Name: *American First Contracting, Inc.*

Contract Number: *RR-14-4221*

Proposal Date: *7/6/2015*

Exhibit Pointers: Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-14-4221 **Consultant:** American First Contracting, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

									Grand Total Exhibit A Hours				2,016
													TOTAL HOURS
	MONTHS of YEAR 2015												
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge and Other Structures Inspections									166	166	166	2	500
TOTALS									166	166	166	2	500

EXHIBIT "1"
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Contract Number: RR-14-4221 **Consultant:** American First Contracting, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contractor Access	20	20	20	20	20	20	20	20	20	20	20	20	240
Cost Estimates	10	10	10	10	10	10	10	10	10	10	10	10	120
TOTALS	30	30	30	30	30	30	30	30	30	30	30	30	360

Contract Number: RR-14-4221 **Consultant:** American First Contracting, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contractor Access	15	15	15	15	15	15	15	15	15	15	15	15	180
Cost Estimates	15	15	15	15	15	15	15	15	15	15	15	15	180
TOTALS	30	30	30	30	30	30	30	30	30	30	30	30	360

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Contract Number: RR-14-4221 **Consultant:** American First Contracting, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contractor Access	15	15	15	15	15	15	15	15	15	15	15	15	180
Cost Estimates	15	15	15	15	15	15	15	15	15	15	15	15	180
TOTALS	30	30	30	30	30	30	30	30	30	30	30	30	360

Contract Number: RR-14-4221 **Consultant:** American First Contracting, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contractor Access	15	15	15	15	15	15	15	15	15	15	15	15	180
Cost Estimates	15	15	15	15	15	15	15	15	15	15	15	15	180
TOTALS	30	30	30	30	30	30	30	30	30	30	30	30	360

Contract Number: RR-14-4221 **Consultant:** American First Contracting, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contractor Access	15	15	16										46
Cost Estimates	15	15											30
TOTALS	30	30	16										76

EXHIBIT "1"
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Contract No.: RR-14-4221 Consultant: American First Contracting, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

2,016.00 (Total Work Hours from Exhibit C-2)	X	$ 59.99 (Average Hourly Rate from Exhibit C-2)	=	TOTAL DIRECT SALARY	$ 120,939.84

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

DIRECT REGULAR SALARY TIMES MULTIPLIER $ 338,631.55

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $16,380.00

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) $ -

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

TOTAL SERVICES BY OTHERS $ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants) $ -
(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) $ 355,011.55

Contract No.: RR-14-4221

Consultant: American First Contracting, Inc.

Date: 7/6/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 55 No. OF MONTHS

SCHEDULED START DATE: 9/8/2015

RAISE DATE: 1/1/2016

PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

9/8/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019
Date Date	Date Date	Date Date	Date Date	Date Date
4.0	12.0	12.0	12.0	12.0
55.0	55.0	55.0	55.0	55.0
7.27%	22.47%	23.15%	23.84%	24.56%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

1/1/2020 - 3/31/2020	-	-	-	-
Date Date	Date Date	Date Date	Date Date	Date Date
3.0				
55.0	55.0	55.0	55.0	55.0
6.32%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 107.61%

EXHIBIT "1"
Page 603 of 733

Contract No.: RR-14-4221

Consultant: American First Contracting, Inc.

Date: 7/6/2015

Escalation Factor: 107.61%
(From Exhibit C-1)

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

Total Estimated Work Hours: 2,016.00

Average Hourly Rate: $59.99

Total Direct Labor $120,939.84

DIRECT COST OVERTIME PREMIUM

Total Estimated O/T Hours:

Average Premium O/T Hourly Rate:

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 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)
No	Principal	$50.00	$70.00					
No	Project Manager	$40.00	$70.00	$55.75	$59.99	500.00		
No	Senior Engineer/Planner	$40.00	$70.00	$55.75	$59.99	1,516.00		
No	Resident Engineer	$40.00	$70.00					
No	Project Engineer/Planner	$25.00	$60.00					
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					
No	Architect	$30.00	$70.00					
No	Realty Specialists	$20.00	$70.00					
No	Intern	$8.25	$20.00					
No	Admin/Clerical	$8.25	$40.00					

Contract No.: RR-14-4221 **Consultant:** American First Contracting, Inc.

Date: 7/6/2015

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	Project Manager	Mark C. Roeckell	$40 - $70
Senior Engineer/Planner	Senior Engineer/Planner	Paul R. Passi	$40 - $70
Resident Engineer			$40 - $70
Project Engineer/Planner			$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

Contract No.: RR-14-4221 **Consultant:** American First Contracting, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) $ 16,380.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

Contract No.: RR-14-4221 **Consultant:** American First Contracting, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Mark C. Roeckell

Project Engineer:

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: Paul R. Passi

Others:

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

MARK C. ROECKELL

PRESIDENT AND OWNER AMERICAN FIRST CONTRACTING, INC
A Service Disabled Veteran Owned Small Business

2800 West Higgins Road, Suite 980 • Hoffman Estates, Illinois 60169
(847) 519-9595 • mark@amfirstcontracting.com

[redacted]

[redacted]

American First Contracting, Inc.
A Service Disabled Veteran Owned Small Business

PAUL R. PASSI, P.E. paul@amfirstcontracting.com

[redacted]

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www.amfirstcontracting.com info@amfirstcontracting.com



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www.amfirstcontracting.com info@amfirstcontracting.com

EXHIBIT F

Contract No. RR-14-4221

American First Contracting, Inc.

SCOPE OF SERVICES

Scope of Work involves three areas:

1. Construction access to project site.
   - Identification of Staging Areas
   - Site Design of Staging Areas (including grading and temporary drainage)
   - Conceptual causeway design for Des Plaines River, Sanitary Ship Canal, I&M Canal
   - Identification of Contractor Access Routes including vertical and horizontal geometric study to transport long girders
2. Bridge Inspection. Accompany Bridge Inspection Leader to record distresses of the existing structure
3. Cost Estimating. Focus on temporary works and contractor access roads.

EXHIBIT G

Contract No. RR-14-4221

American First Contracting, 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
I-14-4636	EOWA-Construction Inspectior	$240,000.00	$240,000.00	7/1/2016
RR-14-4224	Tri State Tollway Roadway Study	TBD	TBD	TBD
I-14-4645	EOWA-Construction Inspection	TBD	TBD	TBD
RR-14-5704	Construction Management Services Upon Request	TBD	TBD	TBD

Contract No.: RR-14-4221 Consultant: American First Contracting, 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			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)	$ -
2			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)	$ -
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)	$ -
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

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):

Project No. RR-14-4221 Consultant: American First Contracting, 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			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)	$ -
2			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)	$ -
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)	$ -
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

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

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

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

Contract Information Sheet

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

Consultant Name: *Bowman Consulting Group, Ltd.*

Contract Number: *RR-14-4221*

Proposal Date: *7/6/2015*

Exhibit Pointers	Editable cells in each exhibit are underlined in red
	Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes
	A full set of instructions to complete the exhibits is available on the Tollway's website

Contract Number: RR-14-4221 **Consultant:** Bowman Consulting Group, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

									Grand Total Exhibit A Hours				12,254
						MONTHS of YEAR 2015							TOTAL HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge & Other Structure Inspections									40	535	535		1110
Bridge/Structure Condition Report												78	78
Verification of Existing MLB Capacity												97	97
Existing LaGrange Rd Bridge Load Rating												40	40
Bridge Type Studies												49	49
Phase 1 Drainage & Hydraulic Reports									41	152	152	152	497
Phase II Drainage													
Structural design/analysis - Mile Long Bridge													
Develop design plans Mile Long Bridge													
Management & Admin									63	10	10	10	93
Meetings and Coordination									63	10	10	10	93
QC/QA									63	10	10	10	93
TOTALS									270	717	717	446	2150

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Version 9

Contract Number: RR-14-4221 **Consultant:** Bowman Consulting Group, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge & Other Structure Inspections													
Bridge/Structure Condition Report	78	78	78	77	77	77	78	77	77				697
Verification of Existing MLB Capacity	97	97	97	97	97	97	96						678
Existing LaGrange Rd Bridge Load Rating	40	40	40	40	40	40	40	40	40				360
Bridge Type Studies	48	47	47	49	49	49	49	49	49				436
Phase 1 Drainage & Hydraulic Reports	152	152	152	152	152	152	152	152	152				1368
Phase II Drainage										46	46	46	138
Structural design/analysis - Mile Long Bridge										52	52	52	156
Develop design plans Mile Long Bridge										54	54	54	162
Management & Admin	10	10	10	10	10	10	10	10	10	10	10	10	120
Meetings and Coordination	10	10	10	10	10	10	10	10	10	10	10	10	120
QC/QA	10	10	10	10	10	10	10	10	10	10	10	10	120
TOTALS	445	444	444	445	445	445	445	348	348	182	182	182	4355

Contract Number: RR-14-4221 **Consultant:** Bowman Consulting Group, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge & Other Structure Inspections													
Bridge/Structure Condition Report													
Verification of Existing MLB Capacity													
Existing LaGrange Rd Bridge Load Rating													
Bridge Type Studies													
Phase 1 Drainage & Hydraulic Reports													
Phase II Drainage	46	46	46	46	46	46	46	46	46	46	46	46	552
Structural design/analysis - Mile Long Bridge	52	52	52	52	52	52	52	52	52	52	52	52	624
Develop design plans Mile Long Bridge	54	54	54	54	54	54	54	54	54	54	54	54	648
Management & Admin	10	10	10	10	10	10	10	10	10	10	10	10	120
Meetings and Coordination	10	10	10	10	10	10	10	10	10	10	10	10	120
QC/QA	10	10	10	10	10	10	10	10	10	10	10	10	120
TOTALS	182	182	182	182	182	182	182	182	182	182	182	182	2184

Contract Number: RR-14-4221 **Consultant:** Bowman Consulting Group, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge & Other Structure Inspections													
Bridge/Structure Condition Report													
Verification of Existing MLB Capacity													
Existing LaGrange Rd Bridge Load Rating													
Bridge Type Studies													
Phase 1 Drainage & Hydraulic Reports													
Phase II Drainage	46	45	45	45	45	45	45	45	45	45	45	45	541
Structural design/analysis - Mile Long Bridge	52	52	52	52	52	52	52	52	52	52	52	50	622
Develop design plans Mile Long Bridge	54	54	54	54	54	54	55	55	55	55	55	55	654
Management & Admin	10	10	10	10	10	10	10	10	10	10	10	10	120
Meetings and Coordination	10	10	10	10	10	10	10	10	10	10	10	10	120
QC/QA	10	10	10	10	10	10	10	10	10	10	10	10	120
TOTALS	182	181	181	181	181	181	182	182	182	182	182	180	2177

Contract Number: RR-14-4221 **Consultant:** Bowman Consulting Group, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge & Other Structure Inspections													
Bridge/Structure Condition Report													
Verification of Existing MLB Capacity													
Existing LaGrange Rd Bridge Load Rating													
Bridge Type Studies													
Phase 1 Drainage & Hydraulic Reports													
Phase II Drainage	46	46	46	46	10	10	10	10	10	10	10	10	264
Structural design/analysis - Mile Long Bridge	52	52	52	52	10	10	10	10	10	10	10	10	288
Develop design plans Mile Long Bridge	54	54	54	54	10	10	10	10	10	10	10	10	296
Management & Admin	10	10	10	10	10	10	10	10	10	10	10	10	120
Meetings and Coordination	10	10	10	10	10	10	10	10	10	10	10	10	120
QC/QA	10	10	10	10	10	10	10	10	10	10	10	10	120
TOTALS	182	182	182	182	60	60	60	60	60	60	60	60	1208

Contract Number: RR-14-4221 **Consultant:** Bowman Consulting Group, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Bridge & Other Structure Inspections													
Bridge/Structure Condition Report													
Verification of Existing MLB Capacity													
Existing LaGrange Rd Bridge Load Rating													
Bridge Type Studies													
Phase 1 Drainage & Hydraulic Reports													
Phase II Drainage	10	10	10										30
Structural design/analysis - Mile Long Bridge	10	10	10										30
Develop design plans Mile Long Bridge	10	10	10										30
Management & Admin	10	10	10										30
Meetings and Coordination	10	10	10										30
QC/QA	10	10	10										30
TOTALS	60	60	60										180

EXHIBIT "1"
Page 624 of 733

Contract No.: RR-14-4221 Consultant: Bowman Consulting Group, Ltd.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

12,254.00 (Total Work Hours from Exhibit C-2)	X	$ 50.36 (Average Hourly Rate from Exhibit C-2)	=	TOTAL DIRECT SALARY	$ 617,111.44

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

DIRECT REGULAR SALARY TIMES MULTIPLIER $ 1,727,912.03

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $16,384.00

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) $ -

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

TOTAL SERVICES BY OTHERS $ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants) $ -

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES $ -

(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) $ 1,744,296.03

Contract No.: RR-14-4221 Consultant: Bowman Consulting Group, Ltd.

Date: 7/6/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 55 No. OF MONTHS

SCHEDULED START DATE: 9/8/2015

RAISE DATE: 7/1/2016

PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

9/8/2015 - 6/30/2016	7/1/2016 - 6/30/2017	7/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2019 - 3/31/2020
Date Date	Date Date	Date Date	Date Date	Date Date
10.0	12.0	12.0	12.0	9.0
55.0	55.0	55.0	55.0	55.0
18.18%	22.47%	23.15%	23.84%	18.42%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

-	-	-	-	-
Date Date	Date Date	Date Date	Date Date	Date Date
55.0	55.0	55.0	55.0	55.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 106.06%

Contract No.: RR-14-4221 Consultant: Bowman Consulting Group, Ltd.

Date: 7/6/2015 Escalation Factor: 106.06%

(From Exhibit C-1)

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

					Total Estimated Work Hours:	12,254.00	**DIRECT COST OVERTIME PREMIUM** Total Estimated O/T Hours:	
					Average Hourly Rate:	$50.36	Average Premium O/T Hourly Rate:	
					Total Direct Labor	$617,111.44	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 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)
No	Principal	$50.00	$70.00					
No	Project Manager	$40.00	$70.00	$70.00	$70.00	2,732.00		
No	Senior Engineer/Planner	$40.00	$70.00	$67.77	$70.00	1,642.00		
No	Resident Engineer	$40.00	$70.00					
No	Project Engineer/Planner	$25.00	$60.00	$54.16	$57.44	2726.00		
No	Staff Engineer/Planner	$20.00	$40.00	$30.19	$32.02	1722.00		
No	Engineer /Accountant	$20.00	$60.00	$24.11	$25.57	1499.00		
No	Senior Technical Specialist	$25.00	$60.00					
No	Technical Specialist	$15.00	$50.00	$29.71	$31.51	1933.00		
No	Architect	$30.00	$70.00					
No	Realty Specialists	$20.00	$70.00					
No	Intern	$8.25	$20.00					
No	Admin/Clerical	$8.25	$40.00					

Contract No.: RR-14-4221 **Consultant:** Bowman Consulting Group, Ltd.

Date: 7/6/2015

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	Project Manager/Senior Engineer	Matthew Letson	$40 - $70
	Project Manager/Senior Engineer	Arthur Nowak	
	Project Manager/Senior Engineer	Richard Sams	
Senior Engineer/Planner	Senior Engineer	Karl Hanson	$40 - $70
Resident Engineer			$40 - $70
Project Engineer/Planner	Engineer III	Mirza Baig	$25 - $60
	Engineer III	Joseph Figueras	
	Project Manager/Engineer III	Mark Buwen	
	Project Manager/Engineer III	Joe Middleton	
	Project Manager/Engineer III	Michael Tomaszewski	
Staff Engineer/Planner	Engineer II	Jeffrey Woss	$20 - $40
Engineer /Accountant	Engineer I	Joseph DiZenzo	$20 - $60
	Engineer I	Andrew Glatt	
Senior Technical Specialist			$25 - $60
Technical Specialist	CAD Drafter II	John Kosacz	$15 - $50
Architect			$30 - $70
Realty Specialists			$20 - $70
Intern			$8.25 - $20
Admin/Clerical			$8.25 - $40

Contract No.: RR-14-4221 **Consultant:** Bowman Consulting Group, Ltd.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLL WAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY
Railroad Flagger
Railroad Right of Entry Permit Fee
Railroad Track Safety Class Costs
E-Rail Safe Training and Testing

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) $ 16,384.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

Contract No.: RR-14-4221 **Consultant:** Bowman Consulting Group, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal:

Project Manager: Matthew Letson

Project Engineer:

Resident Engineer:

Documentation Engineer:

Project Civil Engineer:

Project Structural Engineer: Karl Hanson

Project Drainage Engineer: Joe Middleton

Senior Engineer:

Others:

Name: Arthur Nowak
Classification: QC/QA - Structural

Name:
Classification:

Name:
Classification:

Name:
Classification:

Bowman

Matthew Letson, PE
Vice President

[redacted]

Bowman

Matthew Letson, PE
Vice President

[redacted]

Bowman

Karl Hanson, PE, SE
Structural Technical Director

[redacted]

Bowman

Karl Hanson, PE, SE
Structural Technical Director

[redacted]

Bowman
CONSULTING

Joe Middleton, PE, CFM
Project Manager

[redacted]

Bowman
CONSULTING

Joe Middleton, PE, CFM
Project Manager

[redacted]

Bowman

Arthur Nowak, PE, SE
Director, Structural Department

[redacted]

Bowman

Arthur Nowak, PE, SE
Director, Structural Department

[redacted]

EXHIBIT F

CONTRACT RR - 14 - 4221

Bowman Consulting Group, Ltd.

SCOPE OF SERVICES

Bridge Rehabilitation/Reconstruction, Mile-Long Bridge, Tri-State Tollway M.P, 21.5

I. PROJECT DESCRIPTION

This project is to perform a Master Plan and Phase II engineering services for engineering studies and the preparation of contract plans, specifications, and estimates (contract documents) for proposed bridge rehabilitation and bridge reconstruction and widening of the Mile-Long Bridge in Cook County, Illinois.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT RR-13-4117

The Design Section Engineer's (DSE) services under Contract RR-14-4221 shall consist of a Master Plan and the preparation of contract plans, specifications and estimates for the above described project, together with the identification of potential utility conflicts as per the requirements of the Tollway's Design Section Engineer's Manual, dated March 2015, as amended by the Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Tollway jurisdiction. The objective of this contract is to provide information to Tollway as to the direction this project should pursue to provide the best benefit to the Tollway. Once direction is achieved, the firm shall develop the contract documents for this project.

Specifically, the project improvements require tasks for which engineering services shall be provided by Bowman to include, but not be limited to the following:

A. MASTER PLAN REQUIREMENTS

1. Bridge & Other Structure Inspections - Assist with detailed bridge and structure inspections sufficient to prepare Bridge Condition Reports and Technical Memoranda to determine Rehabilitation/Reconstruction options. Bridge inspections to include top of deck, superstructure and ground inspections.
2. Bridge/Structure Condition Reports - Assist with preparation of bridge condition reports for each structure as needed to identify scope, costs and recommendations associated with Bridge Rehabilitation & Bridge Reconstruction and Widening to five lanes, including Life Cycle Cost Analysis.
3. Existing Bridge Load Rating - Assist with bridge load rating for 120K truck loading of Haunched Steel Plate Girder located in Unit 4 and selected piers as deemed appropriate.
4. Bridge Type Study - Assist with studies to determine the most appropriate structure types.
5. Phase I Drainage & Hydraulic Reports - Assist with preparation of Pre-Concept Drainage Report, Concept Drainage Report, and Hydraulic Reports for the DesPlaines River, Chicago Sanitary and Ship Canal, and Illinois and Michigan Canal.

B. DESIGN AND PLAN PREPARATION

1. Phase II Drainage - Assist with design calculations and preparation of plans, specifications and estimates for up to six bid packages for Preliminary, Pre-Final and Final Submittals including design of temporary drainage to accommodate construction sequencing and maintenance of traffic.
2. Structural Design Analysis – Assist with structural calculations and analysis for the selected Mile-Long Bridge alternative.
3. Develop Design Plans Mile-Long Bridge - Assist preparation of structural plans, specifications and estimates for up to six bid packages for Preliminary, Pre-Final and Final Submittals

C. ADDITIONAL SERVICES

1. Additional Drainage and Structural Services as defined in the Master Scope.

EXHIBIT G

Contract No. RR-14-4221

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 RR-13-4117	Design Engineering, Reagan Memorial Tollway, Roadway Reconstruction, East West Connector	$2,917,000.00	$1,932,726.00	1/1/2017
EOWA I-13-4613	Phase III engineering services for the construction inspection and supervision at selected locations for various projects on the Elgin O'Hare Western Access corridor	$250,000.00	$250,000.00	8/31/2016

Contract No.: RR-14-4221 Consultant: Bowman Consulting 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.

DBE/MBE/WBE SUBCONSULTANTS

1 _____

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

2 _____

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

3 _____

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

4 _____

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

5 _____

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

6 _____

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

7 _____

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

8 _____

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

9 _____

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

10 _____

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

** Additional services funds require prior authorization before use

TOTAL 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):

Project No. RR-14-4221 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.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1			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)	$ -
2			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)	$ -
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)	$ -
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

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

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

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

Contract Information Sheet

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

Consultant Name: *Christopher B. Burke Engineering, Ltd.*

Contract Number: *RR-14-4221*

Proposal Date: *7/6/2015*

Exhibit Pointers - Editable cells in each exhibit are underlined in red.

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

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

Contract Number: RR-14-4221 **Consultant:** Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

	Grand Total Exhibit A Hours	8,907

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
3.1 Phase I Drainage & Hydraulic Reports									18	18	18	18	72
4.1 ESIS 1 & 2									28	28	26	26	108
4.2 EED													
6.1 Lighting/ITS Signals									72	112	112	128	424
7.1 Survey													
102.1 Phase II Drainage													
105.1 Landscape/Erosion & Sediment Control													
105.3 Lighting/ITS Signals													
106.1 Permitting													
200.1 Management & Admin									16	12	12	10	50
200.3 Meetings & Coordination									16	12	12	10	50
300.1 QC/QA									16	12	12	10	50
TOTALS									166	194	192	202	754

Contract Number: RR-14-4221 **Consultant:** Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
3.1 Phase I Drainage & Hydraulic Reports	18	18	18	18	18	18	17	17	10				152
4.1 ESIS 1 & 2	23	23	23	23	22	22	22	22	20				200
4.2 EED	26	27	27	24	24	24	24	24	24				224
6.1 Lighting/ITS Signals	138	135	135	135	111	111	111	111	63				1050
7.1 Survey	38	38	38	38	38	36	24	24	18				292
102.1 Phase II Drainage										10	10	10	30
105.1 Landscape/Erosion & Sediment Control										4	4	4	12
105.3 Lighting/ITS Signals										100	124	124	348
106.1 Permitting										135	52	52	239
200.1 Management & Admin	8	8	8	8	6	6	6	6	6	6	6	6	80
200.3 Meetings & Coordination	8	8	8	8	6	6	6	6	6	6	6	6	80
300.1 QC/QA	8	8	8	8	6	6	6	6	6	6	6	6	80
TOTALS	267	265	265	262	231	229	216	216	153	267	208	208	2787

Contract Number: RR-14-4221 **Consultant:** Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
3.1 Phase I Drainage & Hydraulic Reports													
4.1 ESIS 1 & 2													
4.2 EED													
6.1 Lighting/ITS Signals													
7.1 Survey													
102.1 Phase II Drainage	10	10	10	10	10	10	10	10					80
105.1 Landscape/Erosion & Sediment Control	16	16	16	16	16	16	16	16	16	16	16	16	192
105.3 Lighting/ITS Signals	186	190	208	208	208	196	140	124	124	120	102	102	1908
106.1 Permitting	52	52	52	52	50	48	47	42	40	40	40	40	555
200.1 Management & Admin	6	6	6	6	6	6	6	6	6	6	6	6	72
200.3 Meetings & Coordination	6	6	6	6	6	6	6	6	6	6	6	6	72
300.1 QC/QA	6	6	6	6	6	6	6	6	6	6	6	6	72
TOTALS	282	286	304	304	302	288	231	210	198	194	176	176	2951

Contract Number: RR-14-4221 **Consultant:** Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
3.1 Phase I Drainage & Hydraulic Reports													
4.1 ESIS 1 & 2													
4.2 EED													
6.1 Lighting/ITS Signals													
7.1 Survey													
102.1 Phase II Drainage													
105.1 Landscape/Erosion & Sediment Control	12	12	12										36
105.3 Lighting/ITS Signals	85	84	78	74	74	74	74	74	66	66	26	26	801
106.1 Permitting	40	40	40	40	40	36	36	36	36	28	28	28	428
200.1 Management & Admin	6	6	6	6	6	6	6	6	6	6	6	6	72
200.3 Meetings & Coordination	6	6	6	6	6	6	6	6	6	6	6	6	72
300.1 QC/QA	6	6	6	6	6	6	6	6	6	6	6	6	72
TOTALS	155	154	148	132	132	128	128	128	120	112	72	72	1481

EXHIBIT "1"

Contract Number: RR-14-4221 **Consultant:** Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
3.1 Phase I Drainage & Hydraulic Reports													
4.1 ESIS 1 & 2													
4.2 EED													
6.1 Lighting/ITS Signals													
7.1 Survey													
102.1 Phase II Drainage													
105.1 Landscape/Erosion & Sediment Control													
105.3 Lighting/ITS Signals	26	26	26	26	24	24	24	24	24	24	24	24	296
106.1 Permitting	28	24	24	22	18	18	18	18	18	18	18	18	242
200.1 Management & Admin	6	6	6	6	6	6	6	6	6	6	6	6	72
200.3 Meetings & Coordination	6	6	6	6	6	6	6	6	6	6	6	6	72
300.1 QC/QA	6	6	6	6	6	6	6	6	6	6	6	6	72
TOTALS	72	68	68	66	60	60	60	60	60	60	60	60	754

Contract Number: RR-14-4221 **Consultant:** Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr									
3.1 Phase I Drainage & Hydraulic Reports													
4.1 ESIS 1 & 2													
4.2 EED													
6.1 Lighting/ITS Signals													
7.1 Survey													
102.1 Phase II Drainage													
105.1 Landscape/Erosion & Sediment Control													
105.3 Lighting/ITS Signals	24	24	24										72
106.1 Permitting	18	18	18										54
200.1 Management & Admin	6	6	6										18
200.3 Meetings & Coordination	6	6	6										18
300.1 QC/QA	6	6	6										18
TOTALS	60	60	60										180

Contract No.: RR-14-4221 Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

8,907.00 (Total Work Hours from Exhibit C-2)	X	$ 50.49 (Average Hourly Rate from Exhibit C-2)	=	TOTAL DIRECT SALARY	$ 449,714.43

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

DIRECT REGULAR SALARY TIMES MULTIPLIER $ 1,259,200.40

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $67,000.00

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) $ -

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

TOTAL SERVICES BY OTHERS $ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants) $ 0.00
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES $ 0.00
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) $ 1,326,200.40

Contract No.: RR-14-4221

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 7/6/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 55 No. OF MONTHS

SCHEDULED START DATE: 9/8/2015

RAISE DATE: 1/1/2016

PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

9/8/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019
Date Date	Date Date	Date Date	Date Date	Date Date
4.0	12.0	12.0	12.0	12.0
55.0	55.0	55.0	55.0	55.0
7.27%	22.47%	23.15%	23.84%	24.56%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

1/1/2020 - 3/31/2020	-	-	-	-
Date Date	Date Date	Date Date	Date Date	Date Date
3.0				
55.0	55.0	55.0	55.0	55.0
6.32%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 107.61%

Contract No.: RR-14-4221 Consultant: Christopher B. Burke Engineering, Ltd.

Date: 7/6/2015 Escalation Factor: 107.61%

(From Exhibit C-1)

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

Total Estimated Work Hours:	6,907.00
Average Hourly Rate:	$50.49
Total Direct Labor	$449,714.43

DIRECT COST OVERTIME PREMIUM

Total Estimated O/T Hours:	
Average Premium O/T Hourly Rate:	
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 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)
No	Principal	$60.00	$70.00	$70.00	$70.00	400.00		
No	Project Manager	$40.00	$70.00	$66.50	$70.00	990.00		
No	Senior Engineer/Planner	$40.00	$70.00	$67.63	$70.00	802.00		
No	Resident Engineer	$40.00	$70.00	$52.18	$56.15	1,520.00		
No	Project Engineer/Planner	$25.00	$60.00	$41.71	$44.89	1000.00		
No	Staff Engineer/Planner	$20.00	$40.00					
No	Engineer /Accountant	$20.00	$60.00	$26.77	$28.81	1600.00		
No	Senior Technical Specialist	$25.00	$60.00	$49.19	$52.94	1393.00		
No	Technical Specialist	$15.00	$50.00	$36.43	$39.20	1000.00		
No	Architect	$30.00	$70.00	$50.00	$53.81	10.00		
No	Realty Specialists	$20.00	$70.00					
No	Intern	$8.25	$20.00	$15.00	$16.14	10.00		
No	Admin/Clerical	$8.25	$40.00	$31.93	$34.36	182.00		

Contract No.: RR-14-4221 **Consultant:** Christopher B. Burke Engineering, Ltd.

Date: 7/6/2015

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	Engineer VI	**Michael Matkovic**	$50 - $70
		Donald Dressel	
		G. Michael Ziegler	
Project Manager	Evironmental Resource Spec V	**Jedd Anderson**	$40 - $70
Senior Engineer/Planner	Engineer V	**John Caurso**	$40 - $70
		Mark Emory	
		Martin Worman	
	Survey V	John Murphy	
	Engineering Tech V	Mark Wrzeszcz	
Resident Engineer	Enigeer IV	Katrina Ballado	$40 - $70
		Michael Cothard	
		Anthony DeRicco	
		Brad Hartjes	
		Darren Olson	
		David Sulkowski	
	Survey IV	Kenneth Rasmussen	
Project Engineer/Planner	Engineer III	Kevin Baldwin	$25 - $60
		Elizabeth Jensen	
		Frank Nemes	
	Survey III	Brian Gillett	
Staff Engineer/Planner			$20 - $40
Engineer /Accountant	Engineer I/II	Lewis Reynolds	$20 - $60
		Bobby Gunnells	
Senior Technical Specialist	Environmental Resource Spec. IV	**Angela Force**	$25 - $60
		Julie Gangloff	

Contract No.: RR-14-4221 **Consultant:** Christopher B. Burke Engineering, Ltd.

Date: 7/6/2015

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
		Thomas Kehoe	
		Peter Knysz	
		Thomas McArdle	
		Casey Perry	
	Engineering Technician IV	Gerald Hennelly	
	CAD Manager	Alexie Karavakis	
		Peter Magnelli	
		Paul Najarro Jr.	
	Asst CAD Manager	James Schmieder	
	Cad Technician II	Fidel Bariso	
		Primo Razalan	
		Eduardo Toda	
		Elmo Toda	
Technical Specialist	Environmental Res Spec III	Megan Briggs	$15 - $50
		Eric Japsen	
		Robert Sliwiinski	
	Environmental Res Spec I/II	Kurt Hansen	
	Engineering Technician III	Thomas Szabo	
	Engineering Technician I/II	Ella Sidorczuk	
	GIS Specialist III	David Walters	
	GIS Specialist I/II	Matthew Hayes	
	Survey II	Karl Schlenker	
	Survey I	Alberto Torres	
	Environmental Res Technician	Kennieth Kopija	
	CAD Technician I	Fernando Pacione	
Architect	Landscape Architect	Douglas Gotham	$30 - $70
Realty Specialists			$20 - $70
Intern	Engineering Intern	TBD	$8.25 - $20
	Survey Intern	TBD	

Contract No.: RR-14-4221 **Consultant:** Christopher B. Burke Engineering, Ltd.

Date: 7/6/2015

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
Admin/Clerical	Administrative	Paula Bassett	$8.25 - $40
		Julie Cahill	
		Heidi Cothard	
		Sharon Lenstrom	
		Kimberly Rocha	
		Mary Veit	

Contract No.: RR-14-4221 Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY	
Permit Application and Review Fees	

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) $ 67,000.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
  http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx

- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.

- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

Contract No.: RR-14-4221 Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal:
Engineer VI Michael Matkovic

Environmental Lead
Env Res Spec V Jedd Anderson

ITS/Lightling Lead
Engineer V John Caruso

ITS/Lighting Resident Engineer Anthony DeRicco
Engineer IV

Lead Hydraulic Engineer
Engineer VI Donald Dressel

Lead Traffic Engineer
Eignieer VI G. Michael Ziegler

Environmental
Env Res Spec IV ✓Angela Force

Project Drainage Engineer: Darren Olson

Senior Engineer: _____

Others:

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

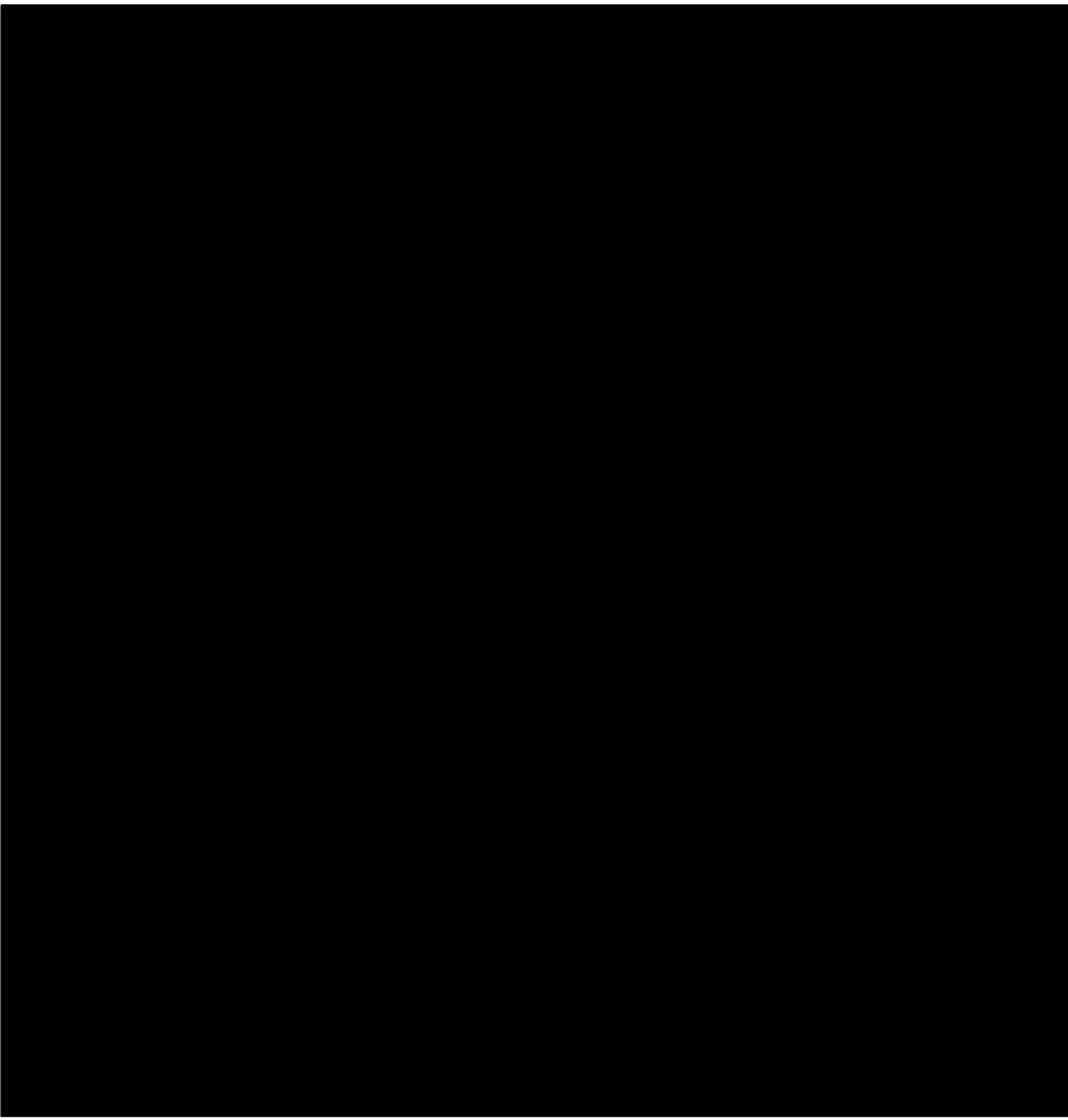
Classification: _____

Name: _____

Classification: _____

[redacted]

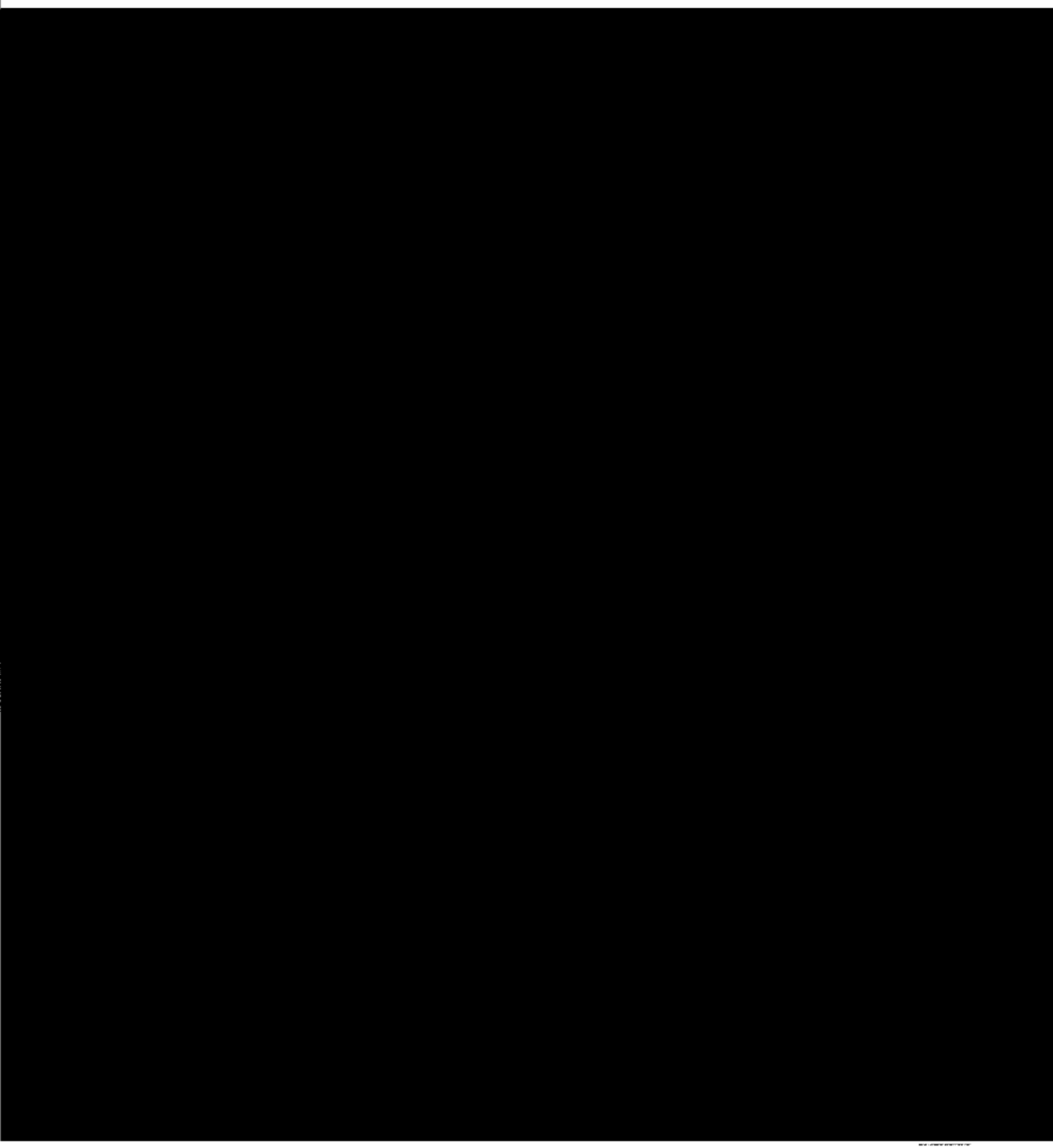
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Exhibit F
Scope of Services

Tri-State Tollway
Bridge Rehabilitation / Reconstruction
Mile-Long Bridge (MP 21.5)

Christopher B. Burke Engineering, Ltd. (CBBEL)

June 17, 2015

This project is to perform a Master Plan and Phase II engineering services for engineering studies, including the preparation of contract plans, specifications, and estimates (contract documents) for proposed bridge rehabilitation and bridge reconstruction and widening of the Mile-Long Bridge in Cook County Illinois. The limits of this project are from station 1086+00 on the south (just north of westbound Archer Avenue bridge) to station 1193+00 on the north (just south of the 5th Avenue cutoff bridge), a distance of approximately 10,700 feet, or two miles.

The anticipated scope of services for CBBEL for this project is as follows:

MASTER PLAN

3.1 Phase I Drainage and Hydraulic Reports

As part of the Master Planning studies, CBBEL will provide assistance coordinating with MWRD for use of the lower Des Plaines River MWRD model, establishing the model for use with this project, and providing quality reviews specific to model development and validation.

4.1 ESIS Part 1 & 2

CBBEL will provide assistance in the preparation of the ESIS Inventory Sheets for Parts 1 and 2 identifying environmental issues associated with the project per Tollway procedural requirements. The ESIS documentation will characterize the environment resources, impacts, issues, and measures for mitigation. Specifically, CBBEL will prepare technical memorandums with respect to the following issue areas:

4.1.1 Noise

Noise sensitive land uses will be identified and traffic noise impacts evaluated in accordance with the Tollway Environmental Studies Manual. The results of the analysis will be presented in a Technical Memorandum for inclusion in the ESIS Part 1. As required a determination will be made regarding whether or not noise abatement will be

considered/required using the criteria found in the Manual. The final results of the analysis will be documented in a Technical Memorandum and included with the ESIS Part 2 form. If necessary, this information will be adapted for inclusion in an Environmental Evaluation Document.

4.1.2 Landscape, Erosion and Sediment Control

Landscape, Erosion and Sediment Control will be evaluated throughout the project design. The initial study will evaluate the location of highly erodible and erodible soils to all project engineers to focus on those particular areas as well as those areas which potential wetland, biological or waterbody implications. The results of this evaluation will be provided in a Landscape, Erosion and Sediment Control Technical Memorandum documenting the locations of erodible soils and suggested erosion and sediment control techniques to be implemented. The evaluation will be completed in accordance with the Environmental Studies Manual.

4.1.3 Water Quality Best Management Practices

CBBEL will evaluate and recommend concept level water quality Best Management Practices that can be implemented within the project limits to minimize the potential for water quality degradation. This information will be presented in a Technical Memorandum and reflected on the concept level design documents. As part of this task CBBEL will complete with the assistance of the DSE a pollutant loading analysis to help determine/identify the post construction BMPs that will be incorporated in to the plans.

4.2 Environmental Evaluation Document

CBBEL will provide assistance with respect to developing the Environmental Evaluation Document , and with Environmental Agency Coordination. CBBEL's scope of work as part of the Master Plan environmental studies task is further elaborated below:

4.2.1 Environmental Evaluation Document (EED)

CBBEL will assist in the preparation of Environmental Evaluation Document in accordance with the Tollway Environmental Studies Manual for those sections identified above. It is expected that the EED will go through at least 2 possibly 3 rounds of review prior to be finalized. These reviews will include internal QA/QC reviews and external Tollway and Tollway consultant reviews. Once the document is complete, it will be made available to the public.

Graphic data will be prepared in Geographic Information Systems formats and can be used to create exhibits, displays, public meetings, PowerPoint presentations, etc.

The findings for each factor would be documented in memorandums or reports and summarized in the ESIS form. Detailed evaluations of the above listed resources will be completed as described below.

4.2.3 Environmental Agency Coordination

During the Master Plan Phase it is likely that pre-application/fact finding meetings with a number of agencies will be completed to verify understandings regarding the expected permitting process and expectations of each of the agencies in regards to application format and content. We are assuming meetings or conference calls will be held with the following

agencies, at a minimum: USACE, IEPA, MWRD, USFWS, IDNR –Threatened and Endangered Species staff and IWPA staff.

6.1 Lighting and ITS Studies

CBBEL will perform lighting and ITS studies for the existing lighting systems and proposed lighting photometrics including summarizing into an overall report for mainline stations 1086+00 to 1193+00. This task also includes meetings as required.

6.1.1 Existing Lighting

The existing lighting throughout the project limits will be determined. All potential conflicts between the existing lighting and the proposed improvements will be determined. Investigate if existing lighting can be reused for Temporary lighting during construction. Budgetary construction costs for temporary lighting and removal of existing lighting will be determined.

- Identify Existing Lighting
- Identify Potential Conflicts and Impacts
- Use for Temporary Lighting based on MOT

6.1.2 Photometric Analysis

Proposed photometric calculations will be performed in accordance with Illuminating Engineers Society of North America (IESNA) American National Standard Practice for Roadway Lighting (RP-8-00) and the Illinois Guidelines for Roadway Illumination (March 2015). Calculations will be performed for the following:

- Temporary Roadway Lighting
- Proposed Mainline (Alternatives 2 thru 4 from the Corridor Concept Study plus an additional alternative still to be determined the Tollway)
- 75th St. Interchange
  - Northbound Ramps and Southbound Ramps
- Westbound Archer Avenue Ramp to Southbound I-294 (from ramp split at westbound Archer Avenue to northbound LaGrange Road)
- Proposed Underpass Lighting
  - Northbound I-294 ramps (i.e.; 75th St./UPS Way) under I-294
  - Santa Fe Drive

6.1.3 Conceptual Layout and Report

Based off of the results of the photometric calculations, a conceptual layout of the proposed light poles and underpass luminaires will be performed to determine the quantity of proposed equipment required. A report summarizing the photometric results will be created and compared with required lighting standards. Budgetary construction costs will be determined for each scenario.

6.1.4 ITS Studies

CBBEL will perform studies for the existing, interim and proposed ITS infrastructure. It is assumed that the Tollway and/or the DCM will determine the proposed ITS technologies to be used and perform the design to ensure uniform ITS architecture throughout corridor and region. We will coordinate with the Tollway and/or DCM as required and incorporate their design into this project. This task also includes meetings as required.

- Existing ITS Infrastructure: All existing ITS infrastructure will be identified and verified. The existing infrastructure will be analyzed for potential conflicts with the proposed improvements.
- Interim ITS Infrastructure: Areas where potential conflicts exist will be studied to determine what can remain, what needs to be relocated, what needs to be removed. Budgetary construction costs will be determined.
  - Relocation
  - Removal
  - Maintenance
- Proposed ITS Infrastructure
  - Current ITS Technologies

    The ITS technologies that are currently used by the Tollway will be studied. These technologies as described in the Corridor Concept Study include: Closed Circuit Television (CCTV) cameras, Ramp Count/Queue Detectors, Dynamic Message Signs (DMS), Weigh-In-Motion (WIM), Fiber on Both Sides of Tollway, Roadway Weather Information Systems (RWIS), and Reliable Power Distribution Grid. Budgetary construction costs will be determined.
  - Future ITS Technologies (Smart Corridor)

    The future ITS technologies that the Tollway may want to install in the future will be studied. These technologies as described in the Corridor Concept Study include: Active Traffic Management, Congestive Pricing, Flexible Tolling Base on Vehicle Occupancy, Connected Vehicle Technology. Budgetary construction costs to install essential underground infrastructure for these future technologies will be determined.

7.1 Survey

CBBEL will provide the following services with respect to quality reviews associated with preparation of a Plat of Highways for the project, and with respect to quality reviews of the Legal Descriptions for affected parcels. These tasks are subtasks under the overall Survey task for the project.

7.1.2 Plat of Highways Quality Reviews

It is estimated that up to 60 parcels of property may be affected by this project relative to fee simple acquisition and temporary or permanent construction easements. A Plat of Highways summarizing the land acquisition for the project will be prepared, which is anticipated to include eight (8) sheets. CBBEL will provide a quality review of the Plat of Highways prepared by others, before submittal to the Tollway. Although this task is listed under the

Master Plan component of the project, the Plat of Highways development and quality review thereof by CBBEL is anticipated to occur as part of the Phase II Engineering component of the project.

7.1.3 Legal Descriptions Quality Reviews

CBBEL will provide quality reviews of the title reports and legal descriptions prepared by others for each of the anticipated 60 affected parcels for the project.

PHASE II ENGINEERING

102.1 Phase II Drainage

CBBEL will provide assistance with preparing of the Hydraulic Report(s) for the Des Plaines River and Sanitary & Ship Canal, including coordination with MWRD as required and quality reviews.

105.1 Landscape/Erosion, and Sediment Control

On the basis of the approved Master Plan, contract documents consisting of plans, specifications, and an estimate of cost will be prepared. The plans will be prepared in accordance with Tollway Design Section Engineer's (DSE) Manual and submitted in accordance with the various Tollway project design phases as outlined in the Tollway DSE Manual and Drainage Design Manual. Specifically, CBBEL will provide assistance and guidance to the DSE for the preparation of the SESC plan to insure that stormwater BMPs during both construction and post construction are incorporated into the plan development at each of the following stages, and as further elaborated below:

105.1.1 Conceptual Design Phase (30%)

CBBEL will provide assistance and guidance to the DSE for the preparation of the SESC plan to insure that stormwater BMPs during both construction and post construction are incorporated in the 30% plan documents as required. BMPs are intended to be a method by which the adverse impacts of development and redevelopment are controlled through their application. BMPs are schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices, that when used singly or in combination, prevent or reduce the release of pollutants to waters. The types of BMPs are source control, runoff treatment, and flow control. The SESC and BMPs will be designed to meet Tollway, USACE/SWCD, and NPDES requirements (as overseen by the IEPA). CBBEL will assist in the coordination of the regulatory/resource agencies related to SESC and BMP plan preparation and submittal; up to 3 meetings are assumed.

105.1.2 Preliminary Engineering Phase (60%)

CBBEL will provide assistance and guidance to the DSE for the preparation of the SESC plan to insure that stormwater BMPs during both construction and post construction are incorporated in the 60% plan documents as required. BMPs are intended to be a method by which the adverse impacts of development and redevelopment are controlled through their application. BMPs are schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices, that when used singly or in combination, prevent or reduce the release of pollutants to waters. The types of BMPs are

source control, runoff treatment, and flow control. The SESC and BMPs will be designed to meet Tollway, USACE/SWCD, and NPDES requirements (as overseen by the IEPA). CBBEL will assist in the coordination of the regulatory/resource agencies related to SESC and BMP plan preparation and submittal; up to 3 meetings are assumed.

105.1.3 Preliminary Engineering Phase (95%)

CBBEL will provide assistance and guidance to the DSE for the preparation of the SESC plan to insure that stormwater BMPs during both construction and post construction are incorporated in the 95% plan documents as required. BMPs are intended to be a method by which the adverse impacts of development and redevelopment are controlled through their application. BMPs are schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices, that when used singly or in combination, prevent or reduce the release of pollutants to waters. The types of BMPs are source control, runoff treatment, and flow control. The SESC and BMPs will be designed to meet Tollway, USACE/SWCD, and NPDES requirements (as overseen by the IEPA). CBBEL will assist in the coordination of the regulatory/resource agencies related to SESC and BMP plan preparation and submittal; up to 3 meetings are assumed.

105.1.4 Preliminary Engineering Phase (Final)

CBBEL will provide assistance and guidance to the DSE for the preparation of the SESC plan to insure that stormwater BMPs during both construction and post construction are incorporated in the final plan documents as required. BMPs are intended to be a method by which the adverse impacts of development and redevelopment are controlled through their application. BMPs are schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices, that when used singly or in combination, prevent or reduce the release of pollutants to waters. The types of BMPs are source control, runoff treatment, and flow control. The SESC and BMPs will be designed to meet Tollway, USACE/SWCD, and NPDES requirements (as overseen by the IEPA). CBBEL will assist in the coordination of the regulatory/resource agencies related to SESC and BMP plan preparation and submittal; up to 3 meetings are assumed.

105.3 Lighting/ITS/Signals

Lighting plans, special provisions and cost estimate will be created based on which design alternative in the Master Plan is chosen. This task includes attendance at meetings as required. Temporary and permanent traffic signal plans will be prepared for the 75th Street interchange ramp terminals. ITS plans, special provisions and cost estimate will be created based on which ITS technologies the Tollway wants to install from the Master Plan. Electric service locations will be determined and coordinated with the Tollway and the local electric utility as required. This task also includes attendance of meetings as required. Plans and details for removal and relocation of existing ITS infrastructure and also for the proposed ITS infrastructure will be included.

105.3.1 Existing, temporary and removed Lighting

Temporary lighting and lighting removal plans will be created. Separate plans will be created for each phase (MOT) of construction. The temporary plans will include details for light poles, aerial cabling, control cabinets along with associated service locations. Removal

plans will include the locations of light poles, luminaires, controllers, services, handholes, junction boxes and conduit/wire to be removed. The plans will include the following:

- Mainline (Sta. 1086+00 to 1193+00)
- 75th St. Interchange
  - Northbound Ramps and Southbound Ramps
- Westbound Archer Avenue Ramp to Southbound I-294 (from ramp split at westbound Archer Avenue to northbound LaGrange Road)
- Underpass Lighting
  - Northbound I-294 ramps (i.e.; 75th Street/UPS Way) under I-294
  - Santa Fe Drive
- Navigation Lighting for Chicago Sanitary and Shipping Canal Lighting

105.3.2 Proposed Lighting

Proposed lighting plans will be created. The plans will include locations and details of all light poles, luminaires, controllers, services, handholes, junction boxes, conduits/wire to be installed. Electric service locations will be determined and coordinated with the Tollway and the local electric utility. The plans will include the following:

- Mainline (Sta. 1086+00 to 1193+00)
- 75th St. Interchange
  - Northbound Ramps and Southbound Ramps
- Westbound Archer Avenue Ramp to Southbound I-294 (from ramp split at westbound Archer Avenue to northbound LaGrange Road)
- Underpass Lighting
  - Northbound I-294 ramps (i.e.; 75th St./UPS Way) under I-294
  - Santa Fe Drive
- Navigation Lighting for Chicago Sanitary and Shipping Canal

105.3.3 I-294 NB Ramps at 75th Street Intersection - Temporary Traffic Signal Design

This task includes development of temporary traffic signal plans for the signalized intersection of 75th Street at the northbound I-294 ramps (near station 1162+00), which is anticipated to be required for staging construction of the I-294 bridge over these ramps. This assumes that the temporary traffic signals are needed for stage construction only, and that no geometric improvements will be made at this intersection, and therefore the existing traffic signals can remain after construction is completed. The following scope of services is included with this task.

- Data Collection

  CBBEL will utilize the roadway and geometric improvement plans provided by Lochner for plan development. This data will be supplemented by a field reconnaissance of this intersection to verify existing conditions.

- Temporary Traffic Signal Plans

  Upon completion of data collection, CBBEL will prepare temporary traffic signal plans for the signalized intersection of 75th Street at I-294 northbound ramps, which will include the following:

- Base Sheet Preparation: We will prepare base sheets at a scale of 1" = 20' for the temporary traffic signal installation plans and 1"= 50' for the traffic signal interconnect plans.
- Temporary Traffic Signal Installation Plans: CBBEL will prepare the temporary traffic signal installation plans using the assembled base sheet information, based on current Tollway standards or other standards as applicable. The temporary traffic signal installation plans will include the following:
  - De-energize and cover existing traffic signals
  - Temporary Traffic Signal Installation Plan.
  - Phase Designation Diagram.
  - Interconnect Plans, as applicable.
  - Temporary Emergency Vehicle Preemption, as applicable.
  - Summary of Quantities.
  - Technical specifications employing Tollway or other special provisions as applicable.
- Estimate of Cost: An engineer's opinion of probable construction cost will be prepared for the project based on the final plans.
- Coordination with Local Agencies: We will meet with Tollway staff as/if required to clarify specific design criteria and to review design comments. We will attend up to two meetings for this task.

105.3.4 Existing Mainline ITS (Sta. 1086+00 to 1193+00)

Plans and details for the existing ITS infrastructure will include:

- Relocation
- Removal
- Maintenance

105.3.5 Proposed Mainline ITS (Sta. 1086+00 to 1193+00)

It is assumed that the Tollway and/or the DCM will determine the proposed ITS technologies to be used and perform the design to ensure uniform ITS architecture throughout corridor and region. We will coordinate with the Tollway and/or DCM as required and incorporate their design into this project. Electric service locations will be determined and coordinated with the Tollway and the local electric utility as required. Plans and details for proposed ITS infrastructure and also for the proposed ITS infrastructure will include:

- ITS Device Location
- ITS Device Identification
- ITS Device Communication
- Infrastructure for Proposed Devices
- Infrastructure of Future devices/Technologies

106.1 Permitting

On the basis of the 60% plans, submittals of permit applications will begin. Due to review times, the permitting effort may extend through the Pre-Final Design Phase (95% Plans). This project

will require a Section 404 permit, Section 401 Water Quality Certification, and Interagency Wetland Policy Act Permit. It will also require permits from IDNR-OWR for Floodway Construction. The project may also require an MWRD Watershed Management permits if it includes roadway or railroad development including sewers, drainage, or detention in combined sewer areas or a new outfall to a waterway. Per the MWRD website, Western Springs is a combined sewer community. The design team will assist the Tollway with preparation and submittal of the necessary documentation. Each of the applications requires extensive work effort.

106.1.1 USACE - Clean Water Act Section 404 Permit Application

It is assumed that this project will be reviewed as an Individual Permit by the USACE and IEPA. On this basis, the following documents will be prepared/compiled for inclusion in the application packages.

- Joint Permit Application form
- Mailing Labels
- Draft USACE Public Notice
- Section 404 (b)(1) documentation
- Alternative Sites Analysis – Based on the findings of the Environmental Assessment (EA)
- Avoidance and minimization documentation
- Wetland Assessment report
- Threatened and Endangered Species Documentation
- Archeological Resources – provided by others
- Project description and construction plans (including grading and soil erosion and sediment control)
- Coordination of Mitigation Credits

The following provides the expected outline of the Individual Permit Application:

1.0 Introduction - Objectives/Permitting Strategy
2.0 Purpose & Need (i.e., Basic Project Purpose - USACE Terminology)
3.0 Alternatives (summarize Tier One and Tier Two)
4.0 Project Description
  4.1 Soil Erosion and Sediment Control Summary (including proposed review process)
  4.2 Post Construction Water Quality Best Management Practices (PC BMP) Summary
5.0 Wetland and Waters of the U.S. Resources
  5.1 Wetland/Waters Regulations
  5.2 Project Site Wetlands and Waters of the U.S. Summary
  5.3 Wetland Impact Summary
  5.4 Waters Impact Summary
6.0 Wetland/Waters of the U.S. Mitigation
  6.1 Summary of Agency Coordination
  6.2 Finalist Mitigation Site(s) and Proposed Conceptual Wetland/Waters of the U.S. Mitigation Plan

6.3 Mitigation Summary

7.0 TITLE 40 CFR Part 230 – Section 404(b)(1) "Guidelines for Specification of Disposal Sites for Dredged or Fill Material"

7.1 Subpart B – Compliance With the Guidelines

7.1.1 § 230.10 – Restrictions on Discharge

7.1.2 § 230.11 – Factual Determinations

7.1.3 § 230.12 – Findings of Compliance or Non-Compliance with the Restrictions on Discharge

7.2 Subpart C – Potential Impacts on Physical and Chemical Characteristics of the Aquatic Ecosystem

7.3 Subpart D – Potential Impacts on Biological Characteristics of the Aquatic Ecosystem

7.4 Subpart E – Potential Impacts on Special Aquatic Sites

7.5 Subpart F – Potential Effects on Human Use Characteristics

7.6 Subpart G – Evaluation and Testing

7.7 Subpart H – Actions to Minimize Adverse Effects

8.0 TITLE 33 CFR Part 320.4(a)(2) – General Policies for Evaluating Permit Applications

The following Appendices to the Individual Permit Application may be provided (to be determined):

- *Joint Permit Application Form*
- *Mailing Labels*
- *Wetland and Waters of the U.S. Impact Summary Tables*
- *Proposed Conceptual Wetland/Waters of the U.S. Mitigation Plan(s)*
- *Table: List of Required Approvals or Certifications*
- *Wetland and Waters of the U.S. Delineation Report*
- *Summary USACE Field Visit Meeting Minutes*
- *State and Federal Threatened and Endangered Species Coordination*
- *Cultural Resources/Historic Properties Coordination*
- *CWA Section 305(b)/303(d) and Total Maximum Daily Load Summary*
- *Pollutant Loading Analysis Summary Memoranda (Chlorides, TSS, Heavy Metals)*
- *Grading Plan (reduced 8½" x 11")*
- *Soil Erosion and Sediment Control Plan (reduced 8½" x 11")*
- *Drainage Plan with BMP Concept (reduced 8½" x 11")*
- *Landscape Plan (reduced 8½" x 11")*

It is anticipated that the package will go through two review iterations prior to submittal to the USACE. We anticipate some coordination and response to all comments during review will also be necessary. Meetings and follow-up with the agency may be required to facilitate their review. We expect that there will be up to three responses to comments prepared. Following receipt of each review, revision to documents will be made as necessary and dispensation of comments prepared. A revision packet will be prepared and submit to initiate the next review.

106.1.2 IEPA - Water Quality Certification – Section 401 Permit Application

If an Individual Section 404 Clean Water Act permit from the U.S. Army Corps of Engineers (USACE) will be required, an Individual Water Quality Certification and Anti-Degradation Review will be required from IEPA. We will prepare the necessary support documentation to assist the Tollway with preparation and submittal of the application package. It is anticipated that the package will go through two review iterations prior to submittal to IEPA. We anticipate some coordination and response to comments during review will also be necessary. We expect that there will be up to three responses to comments prepared. Following receipt of each review, revision to documents will be made as necessary and dispensation of comments prepared. A revision packet will be prepared and submit to initiate the next review.

We expect the Application Package to follow the outline below.

1.0 Introduction - Objectives/Section 404 CWA Permitting Strategy
2.0 Purpose & Need (i.e., Basic Project Purpose - USACE Terminology)
3.0 Project Description
- *3.1 Project Description*
- *3.2 Soil Erosion and Sediment Control Summary (including proposed review process)*
- *3.3 Post Construction Water Quality Best Management Practices (PC BMP) Summary*

4.0 Anti-degradation Assessments (35 IAC, Section 302.105)
- *4.1 Identification, Characterization, and Uses of the Affected Waterbody*
- *4.2 Identification and Quantification of Proposed Pollutant Load Increases or Potential Impacts*
  - *4.2.1 Pollutant Loading Analysis*
  - *4.2.2 Potential Impacts and Mitigation*
- *4.3 Purpose and Anticipated Benefits of the Proposed Activity*
- *4.4 Assessments of Alternatives (summarize Tier One and Tier Two)*
- *4.5 Additional Information Requested by the Illinois Environmental Protection Agency*
- *4.6 Proof that the Application has been provided to the Illinois Department of Natural Resources*

106.1.3 Interagency Wetland Policy Act (IWPA) IDNR Permit Application

If wetland is impacted for this project, CBBEL will prepare and submit on behalf of the Tollway the required IWPA permit application. This package would include the proposed wetland mitigation approach. It is anticipated that the package will go through two review iterations prior to submittal to IDNR. We anticipate some coordination during review will also be necessary.

106.1.4 MWRD Watershed Management Permit Application

CBBEL will assist with preparation of the Cook County Watershed Management Ordinance Application Package. Specifically CBBEL will prepare the Wetland and Wetland Buffer documentation required for the permit application. We have budgeted time to address pre-submittal and post submittal review comments. We anticipate coordination during review will be necessary. Application fees may apply. The fee amount is not included.

106.1.5 Preparation of Stormwater Pollution Prevention Plan

At the 60%, 95% and 100% levels, CBBEL will assist with the preparation of the Stormwater Pollution Prevention Plan (SWPPP) for the project. This assistance will include redlining of drawings, reviews of draft documents and specifications. The plans will be prepared in accordance with Part IV of the General NPDES Permit No. ILR10. The DSE will be responsible for the preparation of the plan drawings.

106.1.6 Post Construction Best Management Plan Design

At the 60%, 95% and 100% levels, CBBEL will assist the DSE in preparation of the BMP plans for the project. This assistance will include redlining of drawings, reviews of draft documents and specifications. The DSE will be responsible for the preparation of the plan drawings. BMPs are intended to be a method by which the adverse impacts of development and redevelopment are controlled through their application. BMPs are schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices, that when used singly or in combination, prevent or reduce the release of pollutants to waters. The types of BMPs are source control, runoff treatment, and flow control.

The primary purpose of using BMPs is to protect beneficial uses of water resources through the reduction of pollutant loads and concentrations, and through reduction of discharges (volumetric flow rates) that may cause water quality degradation.

106.1.7 Project Coordination and Management

Coordination with the client/team members, regulatory/resource agencies will be necessary as part of the completion of the documents, plans, specifications, and permitting. This task covers the time necessary to attend meetings, prepare project documentation, and perform project coordination. This task will include attendance at meetings, preparation of minutes of meeting, phone logs, response to comments, general project coordination, and project management.

200.1 Project Administration and Management

This task includes CBBEL overall project management and administration, including assistance with developing and monitoring progress with respect to the established overall project schedule, staffing resource allocation based on planned worked schedules and targeted deliverables, and preparing project progress reports and invoices at no more than a monthly basis, to be submitted to the LHQ Tri-State Partners team lead, in accordance with the established invoicing schedule for the project.

200.3 Project Coordination

Over the anticipated 55 month duration of the Master Plan and Phase II Engineering elements of the project, CBBEL will participate in project scoping meetings, project status meetings with the LHQ Tri-State Partners consultant engineering team, and with the Tollway as required.

300.1 Project QA/QC

CBBEL will implement the requirements of the Consultant Quality Plan prepared for this project.

CONTINGENCY TASKS

2. US45/LaGrange Road Underpass Lighting

If any modifications are required for the existing underpass lighting system, then design for its replacement is included under this task. We assume that the proposed underpass lighting will need to be designed to tunnel lighting standards with daytime lighting. Proposed photometric calculations will be performed in accordance with Illuminating Engineers Society of North America (IESNA) American National Standard Practice for Roadway Lighting (RP-8-00) and the Illinois Guidelines for Roadway Illumination (March 2015).

Removal and proposed plans will be created. Removal plans will include the locations of luminaires, controller, service, handholes, junction boxes and conduit/wire to be removed.

Proposed lighting plans will include locations and details of luminaires, controller, service, hand holes, junction boxes, conduits/wire to be installed. Electric service locations will be determined and coordinated with the Tollway and the local electric utility.

8. Toll Plaza 34A and 34B

If the existing tolling plazas, associated Control Building and/or Antenna Tower are in conflict with proposed improvements, then design for their removal and reinstallation will be included under this task. Work under this task will include plans, special provisions, and cost estimate. Design work will include electrical, mechanical, structural and architectural work. We assume any required microwave path studies will be performed by others. Also included is plaza approach/departure lighting (removal, temporary, and proposed). Electric service revisions will be determined and coordinated with the Tollway and the local electric utility as required. This task also includes meetings as required. The improvements will include:

8.1 Existing Relocation

8.2 Existing Removal

8.3 Existing Maintenance

8.4 Proposed Toll Collection Infrastructure

8.5 Proposed Control Building and Antenna Tower

8.6 Toll Plaza Lighting

10. Traffic Signal Plans

This task includes development of temporary traffic signal plans and traffic signal modernization plans for the signalized intersection of 75th Street at the southbound I-294 ramps, and traffic signal modernization plans for the signalized intersection of 75th Street at the northbound I-294 ramps. The following scope of services is included with this task.

- Data Collection:

  Additional field reconnaissance of the intersections will be performed to verify existing conditions, and identify any additional data collection needs.

- Traffic Signal Plans

  Upon completion of data collection, CBBEL will prepare traffic signal plans (temporary and modernization) for 75th Street at I-294 southbound ramps, and traffic signal modernization plans for 75th Street at I-294 northbound ramps, which will include the following work tasks for each.

  - Base Sheet Preparation: CBBEL will prepare base sheets at a scale of 1" = 20' for the traffic signal installation plans and 1"= 50' for the traffic signal interconnect
  - Traffic Signal Installation Plans: CBBEL will prepare the traffic signal installation plans using the base sheet information from Task 10.3. The traffic signal installation plans will be developed based on current Tollway or other standards as applicable. The traffic signal installation plans will include the following:
    - Temporary Traffic Signal and Removal Plans (75th Street at I-294 southbound ramps)
    - Preliminary, Pre-final and Final Traffic Signal Installation Plan (75th Street at I-294 southbound ramps and 75th Street at I-294 northbound ramps).
    - Cable Plan.
    - Phase Designation Diagram.
    - Interconnect Plans.
    - Interconnect System Schematic.
    - Loop Detector Detail and General Notes.
    - Mast Arm Mounted Street Name Signs.
    - Emergency Vehicle Preemption.
    - Grounding Details.
    - Summary of Quantities.
    - Technical specifications employing Tollway or other special provisions as applicable,
  - Estimate of Cost: An engineer's opinion of probable construction cost will be prepared for the project based on the final plans.
  - Agency Coordination: CBBEL will meet with Tollway and other agency staff as applicable to clarify specific design criteria and to review design comments. We will attend up to two meetings for this task.

- Consultation During the Design Process: CBBEL will provide consultation including attendance at design group meetings to properly advise the Client as to engineering concerns and to assist in coordinating the construction contract documents. We will attend up to two meetings for this task.

Project Administration and Management

CBBEL overall project management and administration, including assistance with developing and monitoring progress with respect to the established overall project schedule, staffing resource allocation based on planned worked schedules and targeted deliverables, and preparing project progress reports and invoices if the contingency work proceeds.

Project Coordination

CBBEL will participate in project scoping meetings, project status meetings with the LHQ Tri-State Partners consultant engineering team, and with the Tollway as required, if the contingency work proceeds.

Project QA/QC

CBBEL will implement the requirements of the Consultant Quality Plan prepared for this project for the contingency work if it proceeds.

EXHIBIT G
Contract No I-14-4221

Christopher B. Burke Engineering, Ltd. (CBBEL)
CURRENT OBLIGATIONS FOR PROJECT

ISTHA

Route & Job No.	Work Scope &Description of Project	Fee (Including all Supplemental Agreements and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
As Prime				
RR-11-4032	Environmental Services Upon Request	$5,000,000	1,569,350	May, 2017
As Sub				
I-11-4014	Elgin O'Hare West Bypass *Sub to CH2M Hill*	311,534.60	53,370	May , 2014
I-12-4080	Illinois 53 Extension *Sub to TranSystems*	800,000	418,150	October, 2014
RR-14-4222	Tristate Tollway Bridge BNSF Rail Road Bridge (MP 26.6) *Sub to Bowman Barrett*	TBD	TBD	TBD
Joint Venture				
I-13-4100	I-90 US 20 To Elgin Plaza *BCP Tollway Partners JV*	3,015,453-JV 774,730-CBBEL Portion	79,315	December 2015
I-14-4221	I-90 US 20 To Elgin Plaza *BCP Tollway Partners JV*	9,499,523-JV 2,397,971-CBBEL Portion	2,337,044	July, 2017
IDOT				
P-91-152-05	I-80 (US Route 45 to US Route 30)	1,166,799	0	June, 2013
P-91-004-09	Various Safety Assessments	600,000	297,000	October, 2013
P-91-007-09	IL 47 from US 14 to Charles Road Phase I *Sub to Strand Associates*	404,000	160,000	June, 2013
P-91-388-10	US Route 45 (from IL 132 to IL 173) Phase I	1,468,330	27,000	August, 2015
P-91-003-11	Phase I Studies Various	2,400,000	611,000	February, 2014
P-91-597-10	I-290 West of US 12/20/45 to East IL 50 *Sub to Parsons Brinckerhoff*	690,091	236,338	December, 2014
P-91-762-10	I-55 from I-355 to I-94 *Sub to Stantec*	761,056	283,000	June, 2014

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EXHIBIT "1"

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EXHIBIT G
Contract No I-14-4221

Christopher B. Burke Engineering, Ltd. (CBBEL)
CURRENT OBLIGATIONS FOR PROJECT

P-94-013-04	Two Structures on CH-9 over I-74 *Sub to EFK Moen*	10,000	0	June 2015
C-93-085-11	IL 47 North of US 34 to IL 71 Phase III	1,997,059	537,612	April, 2014
D-91-412-12	Project Management for Phase I, II and or III Projects	5,000,000	952,395	October, 2014
D-91-434-12	Phase II Various Traffic Signal Projects *Sub to SE3*	100,000 In open work orders	13,000	December, 2013
C-91-175-13	Construction Inspection I-90 at Cumberland	2,099,589	385,319	November , 2014
D-91-011-14	Illinois 47 From US 14 to South of Il 176 Phase II *Sub to Strand Associates*	450,000 Still in negotiation	450,000 Still in negotiation	Unknown
D-91-467-14	FAU 2857 Wood St form North of Little Calumet River to South of US6 *Sub to infrastructure*	300,000 Still in negotiation	300,000 Still in negotiation	Unknown
P-91-119-14	Various Phase I Contracts	1,200,000	745,000	February, 2019
D-60-031-15	Various Scat Projects	400,000	400,000	March, 2017
City of Chicago	Various Contacts	14,000,000	609,000	Various
All other Work Public & Private	Various Contracts	38,285,580	10,092,826	Various

Contract No.: RR-14-4221 Consultant: Christopher B. Burke Engineering, 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.

DBE/MBE/WBE SUBCONSULTANTS

1			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)	$ -
2			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)	$ -
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)	$ -
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

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):

Project No. RR-14-4221 Consultant: Christopher B. Burke Engineering, 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.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1			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)	$ -
2			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)	$ -
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)	$ -
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

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

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

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

Contract Information Sheet

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

Consultant Name: *Thomas EngineeringGroup, LLC*

Contract Number: *RR-14-4221*

Proposal Date: *7/6/2015*

Exhibit Pointers: Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-14-4221 **Consultant:** Thomas EngineeringGroup, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

Grand Total Exhibit A Hours	**2,111**

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1.1 Structural Inspections									8	280	240	200	728
1.3 Ex. Br. Load Rating													
2.1 Roadway Studies									32	40	40	40	152
10.1 Constructability													
200.1 Management and Admin									12	12	8	8	40
200.3 Meetings and Coordination									8	8	4	4	24
300.1 QC/QA									4	8	8	8	28
TOTALS									64	348	300	260	972

Contract Number: RR-14-4221 **Consultant:** Thomas EngineeringGroup, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1.1 Structural Inspections	117	120	40										277
1.3 Ex. Br. Load Rating	40	40	40	32	32	32	32	8	8				264
2.1 Roadway Studies									16	8	16	8	48
10.1 Constructability	8	8	8	8	8	8	8	4	4	2	2	2	70
200.1 Management and Admin	4	4	4	4	2	2	2	2	2	2	2	2	32
200.3 Meetings and Coordination	8	8	8	8	8	8	8	8	8	4	4	2	82
300.1 QC/QA													
TOTALS	177	180	100	52	50	50	50	22	38	16	24	14	773

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Contract Number: RR-14-4221 **Consultant:** Thomas EngineeringGroup, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1.1 Structural Inspections													
1.3 Ex. Br. Load Rating													
2.1 Roadway Studies													
10.1 Constructability	12	12	12	12	12	12	12	12	12	12	12	12	144
200.1 Management and Admin	2	2	2	2	2	2	2	2	2	2	2	2	24
200.3 Meetings and Coordination													
300.1 QC/QA													
TOTALS	14	14	14	14	14	14	14	14	14	14	14	14	168

Contract Number: RR-14-4221 **Consultant:** Thomas EngineeringGroup, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1.1 Structural Inspections													
1.3 Ex. Br. Load Rating													
2.1 Roadway Studies													
10.1 Constructability	12	8	8	8	8	8	8	8	8	8	8	8	100
200.1 Management and Admin	1	1	1	1	1	1	1	1	1	1	1	1	12
200.3 Meetings and Coordination													
300.1 QC/QA													
TOTALS	13	9	9	9	9	9	9	9	9	9	9	9	112

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Version 9

Contract Number: RR-14-4221 **Consultant:** Thomas EngineeringGroup, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1.1 Structural Inspections													
1.3 Ex. Br. Load Rating													
2.1 Roadway Studies													
10.1 Constructability	8	8	8	8	4	4	4	4	4	4	4	2	62
200.1 Management and Admin	1	1	1	1	1	1	1	1	1	1	1	1	12
200.3 Meetings and Coordination													
300.1 QC/QA													
TOTALS	9	9	9	9	5	5	5	5	5	5	5	3	74

Contract Number: RR-14-4221 **Consultant:** Thomas EngineeringGroup, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1.1 Structural Inspections													
1.3 Ex. Br. Load Rating													
2.1 Roadway Studies													
10.1 Constructability	2	2	2										6
200.1 Management and Admin	2	2	2										6
200.3 Meetings and Coordination													
300.1 QC/QA													
TOTALS	4	4	4										12

EXHIBIT "1"
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Version 9

Contract No.: RR-14-4221 Consultant: Thomas EngineeringGroup, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

2,111.00 (Total Work Hours from Exhibit C-2)	X	$ 58.36 (Average Hourly Rate from Exhibit C-2)	=	TOTAL DIRECT SALARY	$ 123,197.96

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

DIRECT REGULAR SALARY TIMES MULTIPLIER $ 344,954.29

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS $9,910.53

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) $ -

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

TOTAL SERVICES BY OTHERS $ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) $ 354,864.82

Contract No.: RR-14-4221

Consultant: Thomas EngineeringGroup, LLC

Date: 7/6/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 55 No. OF MONTHS

SCHEDULED START DATE: 9/8/2015

RAISE DATE: 1/1/2016

PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

9/8/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019
Date Date	Date Date	Date Date	Date Date	Date Date
4.0	12.0	12.0	12.0	12.0
55.0	55.0	55.0	55.0	55.0
7.27%	22.47%	23.15%	23.84%	24.56%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

1/1/2020 - 3/31/2020	-	-	-	-
Date Date	Date Date	Date Date	Date Date	Date Date
3.0				
55.0	55.0	55.0	55.0	55.0
6.32%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 107.61%

Contract No.: RR-14-4221 Consultant: Thomas EngineeringGroup, LLC

Date: 7/8/2015 Escalation Factor: 107.61%

(From Exhibit C-1)

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

Total Estimated Work Hours: 2,111.00

Average Hourly Rate: $58.36

Total Direct Labor $123,197.96

DIRECT COST OVERTIME PREMIUM

Total Estimated O/T Hours:

Average Premium O/T Hourly Rate:

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 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)
No	Principal	$50.00	$70.00	$70.00	$70.00	8.00		
No	Project Manager	$40.00	$70.00	$70.00	$70.00	202.00		
No	Senior Engineer/Planner	$40.00	$70.00	$61.00	$65.64	760.00		
No	Resident Engineer	$40.00	$70.00	$62.96	$67.75	120.00		
No	Project Engineer/Planner	$25.00	$60.00	$50.47	$54.31	700.00		
No	Staff Engineer/Planner	$20.00	$40.00	$25.45	$27.39	40.00		
No	Engineer /Accountant	$20.00	$60.00	$50.00	$53.81	105.00		
No	Senior Technical Specialist	$25.00	$60.00	$37.50	$40.36	116.00		
No	Technical Specialist	$15.00	$50.00	$16.70	$17.97	40.00		
No	Architect	$30.00	$70.00					
No	Realty Specialists	$20.00	$70.00					
No	Intern	$8.25	$20.00	$15.00	$16.14	20.00		
No	Admin/Clerical	$8.25	$40.00					

Contract No.: RR-14-4221 **Consultant:** Thomas EngineeringGroup, LLC

Date: 7/6/2015

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	Thomas E. Gill, III	$50 - $70
	Project Mgr/Sr. Resident Engineer	Gregory A. Benske	
Project Manager	Project Mgr/Sr. Resident Engineer	Steve S. Pasinski	$40 - $70
Senior Engineer/Planner	Project/Resident Engineer V	George W. Gorrill	$40 - $70
Resident Engineer	Project/Resident Engineer V	Eric E. Rose	$40 - $70
	Project/Resident Engineer V	K. Keith Sargent	
	Project/Resident Engineer V	Edward J. Herlihy	
	Project/Resident Engineer V	Glen A. Kirchen	
Project Engineer/Planner	Project/Resident Engineer IV	Brian L. Pawula	$25 - $60
	Project/Resident Engineer IV	Curtis R. Cornwell	
	Project/Resident Engineer IV	Nicholas J. Orf	
	Project/Resident Engineer III	Jeffrey J. Klein	
	Project/Resident Engineer II	Megan A. McDonald	
Staff Engineer/Planner	Design/Construction Engineer I	Vince J. Micek	$20 - $40
	Design/Construction Engineer I	Raciel Ocampo	
	Design/Construction Engineer I	Monica A. Shei	
Engineer /Accountant	Business Administration Head	Sujata Banerjee	$20 - $60
Senior Technical Specialist	Senior Techician	James B. Haitsma	$25 - $60
Technical Specialist	Technician I	Andrew D. Felkins	$15 - $50
Architect			$30 - $70
Realty Specialists			$20 - $70
Intern	Intern	Julianne M. Crawford	$8.25 - $20
Admin/Clerical			$8.25 - $40

Contract No.: RR-14-4221 **Consultant:** Thomas EngineeringGroup, LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) $ 9,910.53

Contract No.: RR-14-4221 Consultant: Thomas EngineeringGroup, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Thomas E. Gill

Project Manager: ✓ Steve S. Pasinski

Project Engineer: Brian L. Pawula

Resident Engineer: K. Keith Sargent

Documentation Engineer:

Project Civil Engineer:

Project Structural Engineer: George W. Gorrill

Project Drainage Engineer: Nicholas J. Orf

Senior Engineer: Gregory Benske

Others:

Name:

Classification:

Name: Eric E. Rose

Classification: Project/Resident Engineer V

Name:

Classification:

Name:

Classification:

[redacted]

THOMAS E. GILL, III, P.E.

[redacted]

Thomas E. Gill, III, P.E.

[redacted]

[redacted]

STEVE S. PASINSKI, P.E.

[redacted]

[redacted]

[redacted]

BRIAN L. PAWULA, P.E.

PROJECT MANAGER

[redacted]

[redacted] Brian L. Pawula, P.E.

[redacted]

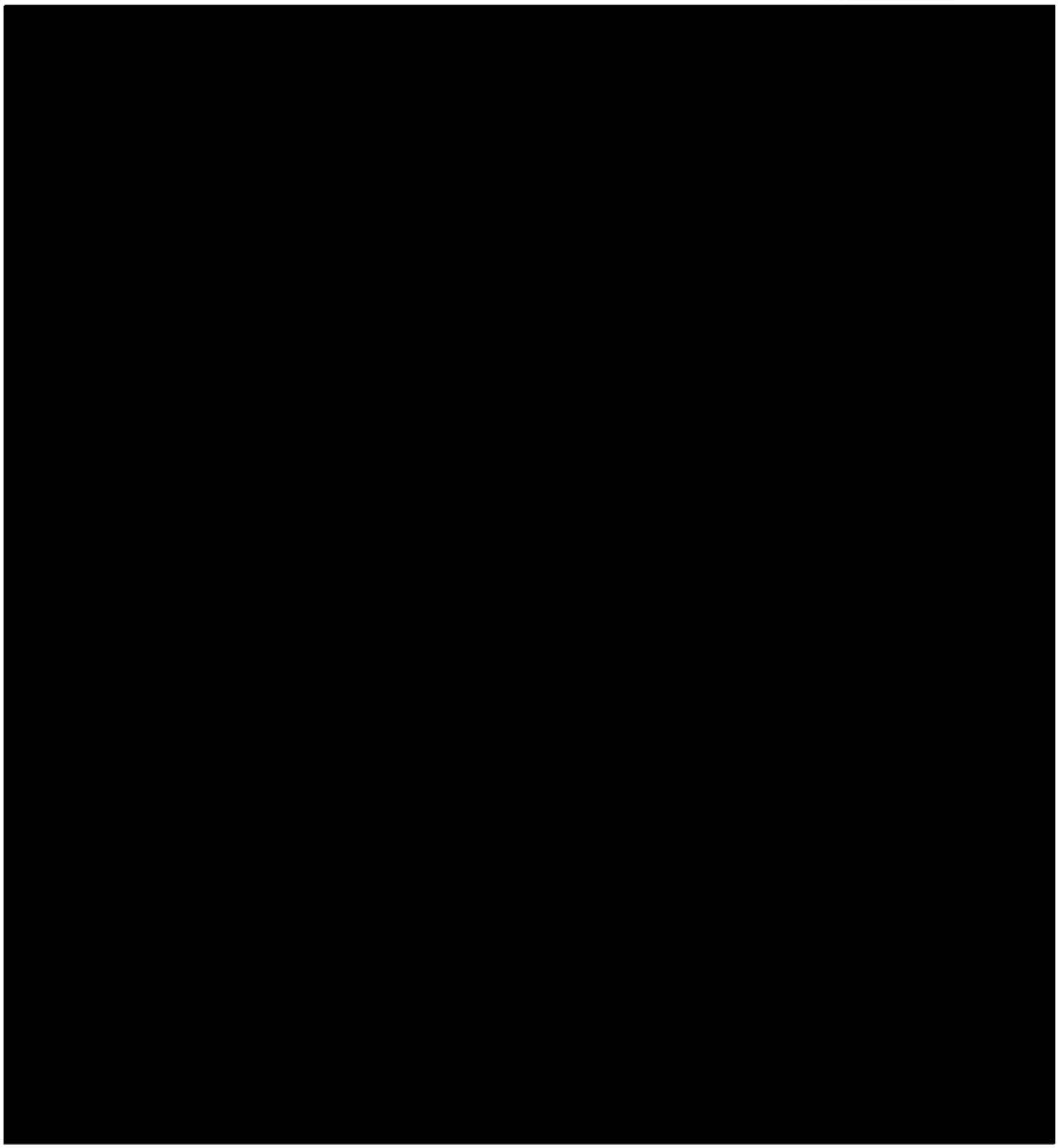
[redacted]

K. KEITH SARGENT, P.E., PMP

PROJECT MANAGER

[redacted]

[redacted] K. Keith Sargent, P.E., PMP



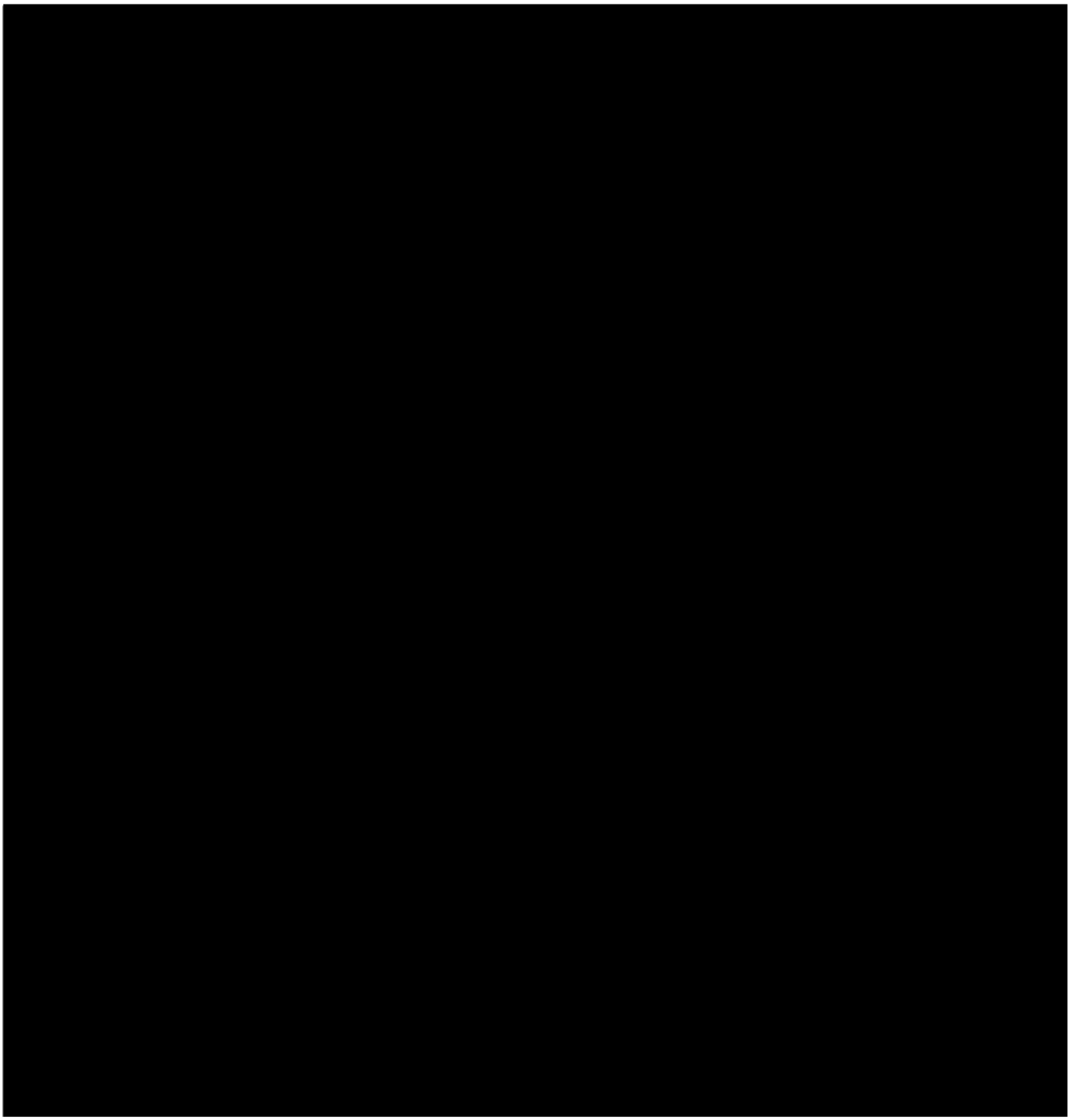
[redacted]

GEORGE W. GORRILL, P.E., S.E.

PROJECT MANAGER

[redacted]

George W. Gorrill, P.E., S.E.



[redacted]

NICHOLAS J. ORF, P.E., CFM, CPESC

DRAINAGE ENGINEER

[redacted]

Nicholas J. Orf. P.E.. CFM. CPESC

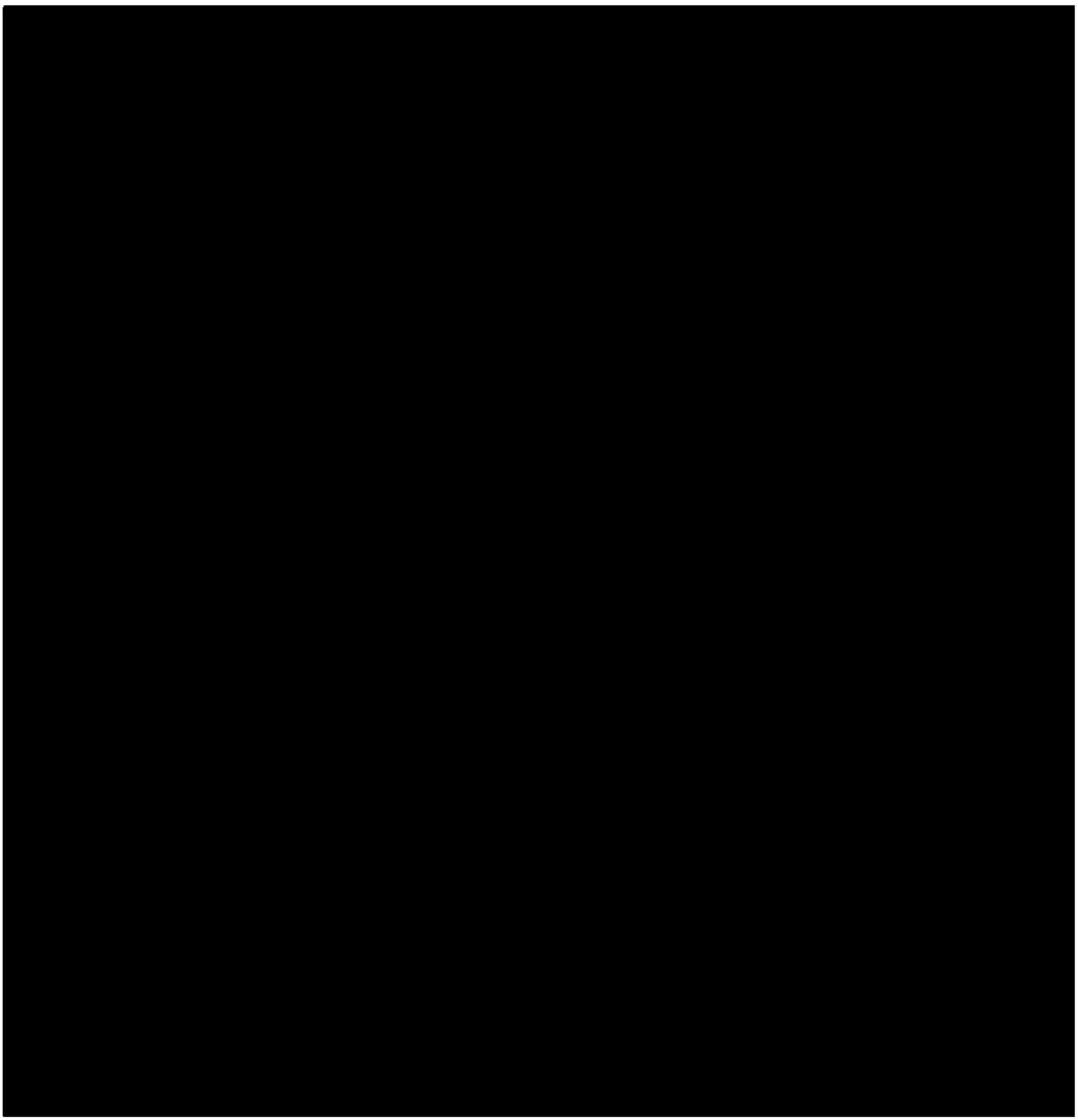
[redacted]

GREGORY A. BENSKE

PROJECT MANAGER/SR. RESIDENT ENGINEER

[redacted]

[redacted] Gregory A. Benske



[redacted]

ERIC E. ROSE, P.E.

PROJECT MANAGER

[redacted]

Eric E. Rose, P.E.

[redacted]

EXHIBIT F

Contract No. RR-14-4221

Thomas EngineeringGroup, LLC

SCOPE OF SERVICES

EXHIBIT F

Contract No. I-14-4221

Thomas Engineering Group, LLC

SCOPE OF WORK

Thomas Engineering Group (TEG) will provide structural and roadway engineering services as a subconsultant to the H.W. Lochner, HDR and Quigg Joint Venture (LHQ) in support of the execution of the following tasks related to the Mile-Long Bridge project.

1.1 Bridge and Other Structure Inspections

Bridge Condition Reports

TEG will participate in the preparation and development of the Bridge Condition Reports in accordance with Section 2.2 of the Structure Design Manual. TEG will assist in planning the inspection of the structures included in the scope of work for this project, and will provide two IDOT-qualified bridge inspection staff to assist in the BCR inspection work. TEG will provide personal protective equipment and basic hand tools/equipment for their inspection staff. Access equipment, traffic control, and permits and will be provided by the prime consultant for the duration of their need for the field work. This scope assumes that all costs related to traffic control, inspection access equipment, railroad flaggers, and other permits required for the inspection work will be paid for by LHQ. This work does not include any inspections that would require TEG to obtain the necessary insurance to gain access on or over railroad right-of-way.

Bridge Type Studies

TEG will participate in the development of the Bridge Type Studies in accordance with Section 3.2 of the Structure Design Manual with the goal of determining the most appropriate structure type for each of the bridges in the project scope. TEG will assist in the evaluation of structure types feasible for the site parameters and project constraints, and will assist in the development of documentation for the Bridge Type Study process. Items that potentially may have long lead times will be identified during the Bridge Type Study so that the design schedule can be adjusted if necessary.

Bridge Staging Studies, Accelerated Bridge Construction

TEG will participate in the development of the Bridge Staging Studies in accordance with Section 8.0 of the Bridge Design Manual. Stage lines, the need for and location of required temporary concrete barriers, the need for anchorage of temporary concrete barriers, the need for protective shield system, and the need for temporary shoring shall be evaluated. Railroad, waterway and roadway constraints shall also be identified and considered.

TEG will also assist in developing a list of Accelerated Bridge Construction techniques that may be of potential benefit to the project, and will assist in evaluating the potential ABC techniques and in making recommendations on their fitness for use on this project.

1.3 Existing Bridge Load Rating

TEG will provide structural engineering services in support of the load rating work for the following spans of the Mile-Long Bridge:

Unit 2, Spans 4 to 6: 3-span continuous – steel

Unit 5, Spans 9 to 11: 3-span continuous – steel (main spans)

Unit 11, Spans 30 to 33: 4-span continuous – PPC

Up to two supplemental continuous units are included in this scope of work.

Load rating consultation and troubleshooting, and QA reviews of the load rating work are included. Load rating work is anticipated to include the existing superstructures, pier caps and pier columns for the aforementioned spans.

2.1 Roadway Studies

TEG will provide support in the development of the Master Planning Report. This will include development and analyses of the four alternatives currently being considered: (1) reconstruct four lanes in kind, (2) reconstruct four lanes with a widened median shoulder, (3) add a fifth lane, and (4) add a fifth lane with a widened median shoulder, and any new alternatives identified during the master planning process. TEG will focus on mainline geometric and interchange configuration studies but will be available to assist with other topics of concern such as ramp plaza location studies (if necessary), environmental impacts, utility conflicts, maintenance of traffic, right of way needs, design deviations, and innovative design ideas. TEG will make site visits as necessary. TEG will generate sketches, drawings, schedules, calculations, and/or budget estimates to document our analyses with a focus on cost-effectiveness.

10.1 Constructability

TEG will assist in the development of a feasible contractor access plan. Restrictions and requirements for haul roads, material storage areas, causeway, crane pads, and contractor access to perform work over and around railroads, and over waterways shall be evaluated, identified and considered in the project schedule. Physical access and schedule restrictions shall be identified.

TEG will participate in constructability reviews to ensure the project deliverables can be efficiently, economically and safely constructed while maintaining the traffic capacity required by the client. Reviews will be performed with the objective of ensuring that the number of potential change orders is minimized and the probability of delays and disputes is reduced; and shall ensure that the project can be built as designed, within budget and schedule, and meet the project goals. Railroad, utility, waterway and roadway constraints shall also be identified and

considered, especially schedule constraints and required minimum horizontal/vertical clearances.

200.1 Management and Administration

This task involves project management, scheduling and budgeting resources, preparation of invoices, progress reports, meeting minutes and phone logs. Phone logs and progress reports will be submitted to the prime within 3 business days after occurrence via email.

200.3 Meetings and Coordination

This task includes coordination effort to support information sharing, team communications, discipline coordination meetings, weekly team conference calls or meetings.

300.1 QC/QA

TEG will perform all necessary QC/QA activities and reporting all submittals, studies, inspections and reports in compliance with the LHQ master QC/QA plan. This item covers project Quality Assurance Review and disposition of internal comments as well as review of all disciplines for constructability and discrepancies after completion of studies and/or assembly of the plans.

NOTE - Please note that for all tasks listed above, at no time will TEG be required to gain access to railroad right-of-way during execution of the project. This scope of work as written does not allow for work over or on railroad right-of-way

EXHIBIT G
CONTRACT RR-14-4221

(Thomas Engineering Group, 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
Weber Road (P-91-186-09)	Phase II Design; Add-Lanes Reconstruction from Normantown Rd to 135th St	$1,074,000.00	$1,074,001.00	6/1/2016
I-90 over Fox River Bridge (I-12-4048)	Phase III; Reconstrction of bridge carrying I-90 over Fox River in Kane County	$3,163,659.19	$1,964,881.41	11/1/2017
Phase I Var/Var (P-91-021-13)	Phase I; Work Order-based Phase I engineering and environmental assignments	$2,000,000.00	$2,000,001.00	6/1/2016
US 12 (Rand Road) C-91-009-15	Phase III; Rehabilitation of US 12 from Lake-Cook Rd to Golf Rd.	$1,449,959.01	$1,373,969.44	6/1/2016
Halsted St Bridge (C-91-228-13)	Phase III; Bridge Replacement at Circle Interchange	$530,606.61	$149,061.00	9/1/2016
IDOT Maintenance (C-91-007-14)	Phase III; Tree Surveys, Invasive Species Ident/Mitigation (sub to 2IM Group)	$299,999.95	$150,223.86	9/1/2017
US 20 at McLean (C-91-391-11)	Phase III; Reconstruction of interchange at McLean Boulevard; sub to HLR	$439,731.00	$0.00	6/1/2016

Contract No.: RR-14-4221 Consultant: Thomas EngineeringGroup, LLC

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1			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)	$ -
2			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)	$ -
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)	$ -
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

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):

Project No. RR-14-4221 Consultant: Thomas EngineeringGroup, LLC

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1			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)	$ -
2			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)	$ -
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)	$ -
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

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

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

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