

RESOLUTION NO. 21128

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services, on the Jane Addams Memorial Tollway (I-90) at Milepost 65.5 (Roselle Road Interchange), on Contract No. I-14-4193. Gewalt Hamilton Associates, Inc./Atlas Engineering Group Inc. (JV) has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$1,679,688.08. 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 Gewalt Hamilton Associates, Inc./Atlas Engineering Group Inc. (JV) to obtain Construction Management Services, for Contract No. I-14-4193, with an upper limit of compensation not to exceed \$1,679,688.08, subject to review and approval of the General Counsel. The Chairman 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:



Chairman



January 12, 2017

Mr. Bruce L. Shrake, President
Gewalt Hamilton Associates, Inc. /
Atlas Engineering Group
GHAAEG JV
625 Forest Edge Drive
Vernon Hills, IL 60061

**Re: Contract I-14-4193
Construction Management Services for
Jane Addams Memorial Tollway
I-90 at Roselle Road Interchange
Mile Post 65.5**

NOTICE TO PROCEED

Dear Mr. Shrake:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated September 1, 2016, for Construction Management Services for Contract I-14-4193. You are hereby authorized to commence with the work as of January 12, 2017, 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.

Revised: 12/15/2016

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

Contract I-14-4193
Notice to Proceed
Page 2 of 2

In accordance with your Construction Management Agreement, Article XVI – Quality Assurance and Quality Control (QA/QC) Plan, we are requesting submittal of your QA/QC Plan, via Tollway's Web-Based Project Management System, within fourteen (14) days of receiving this Notice To Proceed, for approval by the Chief Engineer.

Please contact Anthony Aladham at 630-241-6800 extension 3834 for further information.

Sincerely,



Paul D. Kovacs, P.E.
Chief Engineer

PDK: cmhg

cc: Greg Stukel John Donato Lane Closures
 Anthony Aladham Linda Davis-Adams Victoria Santiago
 Dorothy Jablonski Sue Biggs

File: 04.4193.01.05 LT_Tollway_PDK_4193Gewalt_Atlas_JV-NTP_01122017

8. **I-14-4193, Jane Addams Memorial Tollway, I-90 at Roselle Road, Interchange, (MP 65.5)**

This project has a 20% D/M/WBE participation goal.

Phase III engineering services are required for the proposed Roselle Road over the Jane Addams Memorial Tollway interchange in Cook County, Illinois.

Quality Assurance (QA) oversight and Contractor's Quality Control (QC) by the same Consultant or one of their subconsultants on the same project or on material coming in from the same plant are prohibited. At the negotiation meeting, the prime Consultant and the subconsultant(s) will disclose all previous involvement in the Tollway as well as current relationships with contractors.

The Consultant will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant may be required to review and make comments on Pre-Final Design Plans submitted to the Tollway for constructability. The individuals who would be assigned this responsibility should be specified. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project.

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

Special Services (Construction Inspection)

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

- The person who will assume duties as Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- The Resident Engineer.
- The Materials Coordinator.
- The Document Technician. (The person actively performing the documentation on the project must possess a current IDOT Construction Document certificate. **Include the Documentation Certificate Number for IDOT class S-14, Documentation of Contract Quantities.**)
- The Project Controls Engineer.

Construction estimate: Category A

Schedule: The construction scheduled is currently unknown, however it is expected to be completed by the end of 2017.

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

The Consultant must have Primavera Project Management P6 capabilities.

**ADDENDUM NO. 1
TO**

PROFESSIONAL SERVICES BULLETIN No. 14-1

June 19, 2014

Addendum No 1 does not change the due date or time.

For which Statements of Interest are due by 4:30 p.m. Central Standard Time to the Illinois State Toll Highway Authority at their offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515, July 3, 2014.

NOTES:

- The following pages have been added to this PSB and are included in this addendum: 36-1 through 45-1
- The following pages are revised and are included in this addendum:
 - Table of Contents
 - 12R, Statement of Interest - Information
 - 13R, Statement of Interest – Guidelines for Submitting Statements of Interest (SOI)
 - 14R, Statement of Interest – Guidelines for Submitting Statements of Interest (SOI)
 - 48R, Professional Services Bulletin (PSB) Submittal Check List
 - A-1R through A-13R, A-15R, A-17R, A-18R, A-19R, A-21R, A-23R, A-25R, and A-27R

CHANGE NO. 1: Replace pages A-1 through A-27 with pages A-1R through A-27R.

The summary of changes to these pages are as follows:

- Veteran Business Participation has been added to Item Numbers 1 through 14 per the table below.

Item No.	Contract No.	VOS/SDVOSBE GOAL	Page
1	I-14-4186	3%	A-1R
2	I-14-4187	3%	A-3R
3	I-14-4188	3%	A-5R
4	I-14-4189	3%	A-7R
5	I-14-4190	3%	A-9R
6	I-14-4191	3%	A-11R
7	I-14-4192	1%	A-13R
8	I-14-4193	1%	A-15R
9	I-14-4194	2%	A-17R
10	RR-13-5660	1%	A-19R
11	RR-13-5661	1%	A-21R
12	RR-13-5662	1%	A-23R
13	I-14-4636	2%	A-25R
14	I-14-4637	1%	A-27R

PSB 14-1 SOI Project Team: Prime and Sub-Consultant REQUIRED INFORMATION

Item 8 I-14-4193 I-90 at Roselle Road, Interchange, (MP 65.5). Construction Management Services.

Joint Venture Submittals

		Primary Contact Information			* Note: Provide Only "1" Key Person Under Key Personnel Headings.					ISTHA		IDOT		OTHER	
Prime Consultant Firm Name	FEIN Number	Name	Phone Number	Email Address	Is Firm a D/M/WBE Yes/No	Does Proposal Contain Mentor Protege Proposal Yes/No	Percentage Commitment of D/M/WBE on Project	Key Personnel Project Manager *	Key Personnel Project Engineer/Resident Engineer *	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)
GHAAG JV (Gewalt Hamilton Associates, Inc.)		Kevin L. Belgrave, PE, PTOE	847-478-9700	kbelgrave@gha-engineers.com	NO	No	50	Mark Coleman, Jr., JD, PE	Leslie Rivera, PE	0	0	5,300	4,150	8,450	8,450
For each Sub-Consultant enter Prime Consultant Firm Name	Sub-Consultant Firm Name	FEIN Number	Sub-Consultant Contact Person	Email for Sub-Consultant Contact Person	Role of Sub-Consultant	Provide "1" Project Manager for Sub-Consultant	Percentage of work to be completed by Sub-Consultant	Is Sub-Consultant a D/M/WBE Yes/No	Is Sub-Consultant a Mentor Protege Yes/No	VOSB / SDVOSBE	Intentionally Left Empty				
GHAAG JV (Gewalt Hamilton Associates, Inc.)	GHAAG JV (Alias Engineering Group, Inc.)		Natalia Homedi, PE	nhomedi@agroupitd.com	Construction Management	Natalia Homedi, PE	43	Yes	No	No					
GHAAG JV (Gewalt Hamilton Associates, Inc.)	Wang Engineering, Inc. (Gewalt Hamilton Associates, Inc.)		Greg Syfert	gsyfert@wandeng.com	QA Material Testing	Greg Syfert	3	Yes	No	No					
GHAAG JV (Gewalt Hamilton Associates, Inc.)	OutcomeIT, Inc. (Gewalt Hamilton Assoc., Inc.)		Steve Williams	steve@outcomeit.com	Primavera Management	Steve Williams	3	Yes	No	Yes					
GHAAG JV (Gewalt Hamilton Associates, Inc.)	Security Professionals (Gewalt Hamilton Assoc. Inc.)		Juan Reyes	jreyes-sp@tds.net	Security Services	Steve Williams	1	Yes	No	Yes					

I-14-4193

LETTER OF INTENT (LOI)

BETWEEN PRIME VENDOR AND CERTIFIED VETERAN SMALL BUSINESS VENDOR

Instructions: The responsive Vendor is required to submit a separate, signed LOI from each identified 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 certified vendor(s) from providing subconsultant proposals to other potential vendors. Each LOI shall include the negotiated percentage and scope of work to be performed by each identified certified vendor. All LOI's shall be subject to Agency approval.

Any changes involving or affecting the identified certified vendor(s) may not be permitted without written approval of the Agency.

Project Name: I-90 at Roselle Road Interchange Project/Solicitation Number: I-14-4193

Name of Vendor: Name of Contact Person:

Address:

City, State and Zip:

Telephone: Fax: Email:

Name of Certified Veteran Small Business Vendor: Aqua Vitae Engineering, LLC

Address: Name of Contact Person: Gary D. Paradoski, P.E.

City, State and Zip:

Telephone: 847-239-4512 Fax: N/A Email: gparadoski@aqua-vitaegroup.com

Anticipated start date of the Certified Veteran Small Business Vendor: 3/1/2017

Proposed % of Contract to be performed by the Certified Veteran Small Business Vendor: 1.0%

Description of work to be performed by the Certified Veteran Small Business Vendor: Erosion & Sediment Control Inspections

Vendor and the Certified Veteran Small Business Vendor above hereby agree that upon the execution of a contract for the above-named project between Vendor and the State of Illinois, the Certified Veteran Small Business Vendor will perform the scope of work for the percentage as indicated above.

Vendor (Company Name and D/B/A):
[Redacted]

Certified Veteran Small Business Vendor (Company Name and D/B/A):
Aqua Vitae Engineering, LLC
[Redacted]

Signature
Printed Name: Michael T. Sheake
Title: V.P./Principal
Date: 12/16/06

Signature
Printed Name: Gary D. Paradoski, P.E.
Title: President
Date: 12/16/2016

State of Illinois
Veteran Small Business Participation and Utilization Plan

I-14-4193

Unified Certification Program - Search

Contractor Details

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

[Print](#)

Atlas Engineering Group, Ltd.

Natalia Homedi
3100 Dundee Rd., Ste
502
Northbrook, IL 60062

County: Cook

Email: nhomedi@aegroupltd.com

Phone: (847) 753-8020

Fax: (847) 753-8023

Categories: Architecture\Engineering, Professional

NAICS

237310-Highway,
Street, & Bridge
Construction
541330-Engineering
Services

Speciality

237310- CONSTRUCTION
MANAGEMENT
541330- LOCATION DRAINAGE
CONSTRUCTION INSPECTION
AERONAUTICS: DESIGN
RECONSTRUCTION/MAJOR
REHABILITATION
REHABILITATION
STUDIES: TRAFFIC
FREEWAYS
ROADS AND STREETS
WATERWAYS: TYPICAL
PUMP STATIONS
WATERWAYS: COMPLEX
TRAFFIC SIGNALS

I-14-4193

Unified Certification Program - Search

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

Gandhi & Associates, Inc.
P. K. Gandhi
6035 N. Northwest Hwy. -
STE 306
Chicago, IL 60631-2500

Email: pkg@pkgandhi.com**Phone:** 773-774-5910**Fax:** 773-774-3815**County:** Cook**Categories:** Architecture\Engineering**NAICS**541330 - ENGINEERING
SERVICES**Speciality**541330 - CONSULTING
ENGINEERING SERVICES
IN CIVIL, ELECTRICAL, AND
MECHANICAL,
CONSTRUCTION
INSPECTION, TRAFFIC
SIGNALS

I-4193

Unified Certification Program - Search

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

Lin Engineering, Ltd. Email: jlin@lineng.com

Paul B. Lin **Phone:** (630) 323-5168

576 Oakmont Ln. **Fax:** (630) 323-5174

Westmont, IL 60559

County: Sangamon

Categories: Architecture\Engineering, Professional

NAICS	Speciality
541330-Engineering Services	541330- FREEWAYS TRAFFIC SIGNALS
541360-Geophysical Surveying & Mapping Services	STUDIES: SAFETY STUDIES: FEASIBILITY STUDIES: TRAFFIC
541370-Surveying & Mapping (except Geophysical) Serv.	REHABILITATION RECONSTRUCTION/MAJOR REHABILITATION
541690-Other Scientific & Technical Consulting	CONSTRUCTION INSPECTION ROADS AND STREETS LOCATION DRAINAGE HIGHWAY STRUCTURE: SIMPLE HIGHWAY STRUCTURE: TYPICAL WATERWAYS: TYPICAL HIGHWAY STRUCTURE: ADVANCED TYPICAL STRUCTURES: RAILROAD WATERWAYS: COMPLEX 541360- STRUCTURE GEOTECHNICAL REPORTS 541370- SURVEYING 541690- TECHNICAL TRAINING

I-14-4193

Unified Certification Program - Search

Contractor Details

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

[Print](#)

Wang Engineering, Inc. **Email:** pwang@wangeng.com
Phone: (630) 953-9928

Paul Wang **Fax:** (630) 953-9938
 1145 N. Main St.
 Lombard, IL 60148

County: DuPage

Categories: Architecture\Engineering

NAICS	Speciality
541330-Engineering Services	541330- CONSTRUCTION INSPECTION
541360-Geophysical Surveying & Mapping Services	QA HMA & AGGREGATE QA AGGREGATE/HMA/PCC QA PCC & AGGREGATE 541360- STRUCTURE GEOTECHNICAL REPORTS SUBSURFACE EXPLORATIONS GENERAL GEOTECHNICAL SERVICES COMPLEX GEOTECHNICAL/MAJOR FOUNDATION

I-14-4193

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE
 SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

File Number	54155751		
Entity Name	GEWALT-HAMILTON ASSOCIATES, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	02/28/1986	State	ILLINOIS
Agent Name	RRS CONSULTING LTD	Agent Change Date	01/28/2009
Agent Street Address	175 E HAWTHORN PARKWAY 345	President Name & Address	BRUCE SHRAKE 33520 CHRISTA DRIVE INGLESIDE 60041
Agent City	VERNON HILLS	Secretary Name & Address	STEVEN D BEREZ 296 BERKSHIRE LN DES PLAINES IL 60016
Agent Zip	60061	Duration Date	PERPETUAL
Annual Report Filing Date	01/08/2016	For Year	2016

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I-14-4193

**CORPORATION FILE DETAIL REPORT**

File Number	65323419		
Entity Name	ATLAS ENGINEERING GROUP, LTD.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	01/11/2007	State	ILLINOIS
Agent Name	EYAD HOMEDI	Agent Change Date	12/20/2013
Agent Street Address	3100 DUNDEE RD 502	President Name & Address	NATALIA HOMEDI 3100 DUNDEE #502NORTHBROOK IL 60062
Agent City	NORTHBROOK	Secretary Name & Address	EYAD HOMEDI SAME
Agent Zip	60062	Duration Date	PERPETUAL
Annual Report Filing Date	12/01/2015	For Year	2016

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Nava, Elvia

I-14-4193

From: Nash, Janiqua V
Sent: Tuesday, September 13, 2016 11:44 AM
To: Nava, Elvia
Subject: Gewalt Hamilton Associates, Inc. [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:31 09/13/16

ACTION: S

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

DISCLAIMER:
AS OF 09/13/16 AT 11:43 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.

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Nava, Elvia

I-14-4193

From: Nash, Janiqua V
Sent: Tuesday, September 13, 2016 11:44 AM
To: Nava, Elvia
Subject: Atlas Engineering Group, Ltd. [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:31 09/13/16

ACTION: S

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

DISCLAIMER:

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I-14-4193

Nava, Elvia

From: Nash, Janiqua V
Sent: Tuesday, September 13, 2016 11:45 AM
To: Nava, Elvia
Subject: Aqua Vitae Engineering, LLC

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:31 09/13/16

ACTION: S

VENDOR NUMBER= * [REDACTED] OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

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I-14-4193

Nava, Elvia

From: Nash, Janiqua V
Sent: Tuesday, September 13, 2016 11:45 AM
To: Nava, Elvia
Subject: HDR Engineering, Inc. [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:31 09/13/16

ACTION: S

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

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Nava, Elvia

I-14-4193

From: Nash, Janiqua V
Sent: Tuesday, September 13, 2016 11:46 AM
To: Nava, Elvia
Subject: Wang Engineering, Inc. [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:31 09/13/16

ACTION: S

VENDOR NUMBER= *** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/13/16 AT 11:46 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.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:30 12/16/16

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 12/16/16 AT 13:36 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.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:30 12/16/16

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 12/16/16 AT 13:38 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:30 12/16/16

ACTION: S

VENDOR NUMBER= **** [REDACTED]
VENDOR NAME: *

OFFSET: 00 OF 00

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 12/16/16 AT 13:39 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

13:30 12/16/16

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 12/16/16 AT 13:40 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



November 7, 2016

Mr. Michael T. Shrake, P.E.
VP / Director of Construction & Survey Services
Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, Illinois 60061

**Re: Contract I-14-4193
Roselle Road Interchange (Mile Post 65.5)
Jane Addams Memorial Tollway (I-90)
Key Personnel Update**

Dear Mr. Shrake:

The Tollway has reviewed your attached letter dated October 15, 2016 requesting the following staff changes that are proposed below:

- Project Manager – Michael T. Shrake, P.E. replaces Mark Coleman, P.E.
- Resident Engineer – Syed Ahmed replaces Leslie Rivera
- Document Technician – Blake Steffens, FE replaces Lucas Deferville

It is noted that the request for key personnel changes will have no impact on the Upper Limit of Compensation, and is hereby approved.

Thank you for complying with Tollway Requirements in regards to this request, and please be mindful to provide similar requests when there is need to change a Tollway designated Key Personnel position.

Sincerely,


Peter H. Foernssler, P.E., S.E.
Deputy Chief of Program Implementation

PHF/kn

cc: ^{PHF} Pete Foernssler, ^{AA} Mike Wicks, Anthony Aladham, Linda Davis-Adams, Kristen Hamilton, Accounts Payable

File: 04-4193-01-10
LT_Tollway_PHF_4193-KeyPersonnelChanges_11072016

October 15, 2016

GHA GEWALT HAMILTON
ASSOCIATES, INC.
CONSULTING ENGINEERS

Mr. Paul Kovacs, P.E.
Chief Engineer, Illinois Tollway
2700 Ogden Avenue
Downers Grove, Illinois 60515

625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Re: Contract I-14-4183 PSB 14-1, Item 17
Change of Personnel

Dear Mr. Kovacs:

We are proposing a change to our key positions from our Statement of Interest for the above referenced project. The main reason for this change is due to the delay in time for the start of this project of approximately eighteen months. Our staff commitments and additional available staff have changed during this time frame.

The following staff changes are proposed:

Project Manager – Michael T. Shrake, P.E. replaces Mark Coleman, P.E. Mr. Shrake is a Principal in the firm and is the Director of Construction and Survey services for Gewalt Hamilton Associates, Inc.

Resident Engineer - Syed Ahmed replaces Leslie Rivera.

Document Technician – Blake Steffens, FE replaces Lucas Deferville.

Resumes for these positions are included for your review. If you have any questions, please give me a call.

Sincerely,
Gewalt Hamilton Associates, Inc.



Michael T. Shrake, P.E.
Vice President / Director of Construction and Survey Services

cc: Mr. Anthony Aladham, P.E. PMO – Illinois Tollway
Ms. Elvia Nava, PMO Team, ECS – Illinois Tollway
Ms. Natalia Hornedi, P.E. – Atlas Engineering Group, Ltd.

Encl: Resumes

GHA GEWALT HAMILTON
ASSOCIATES, INC.

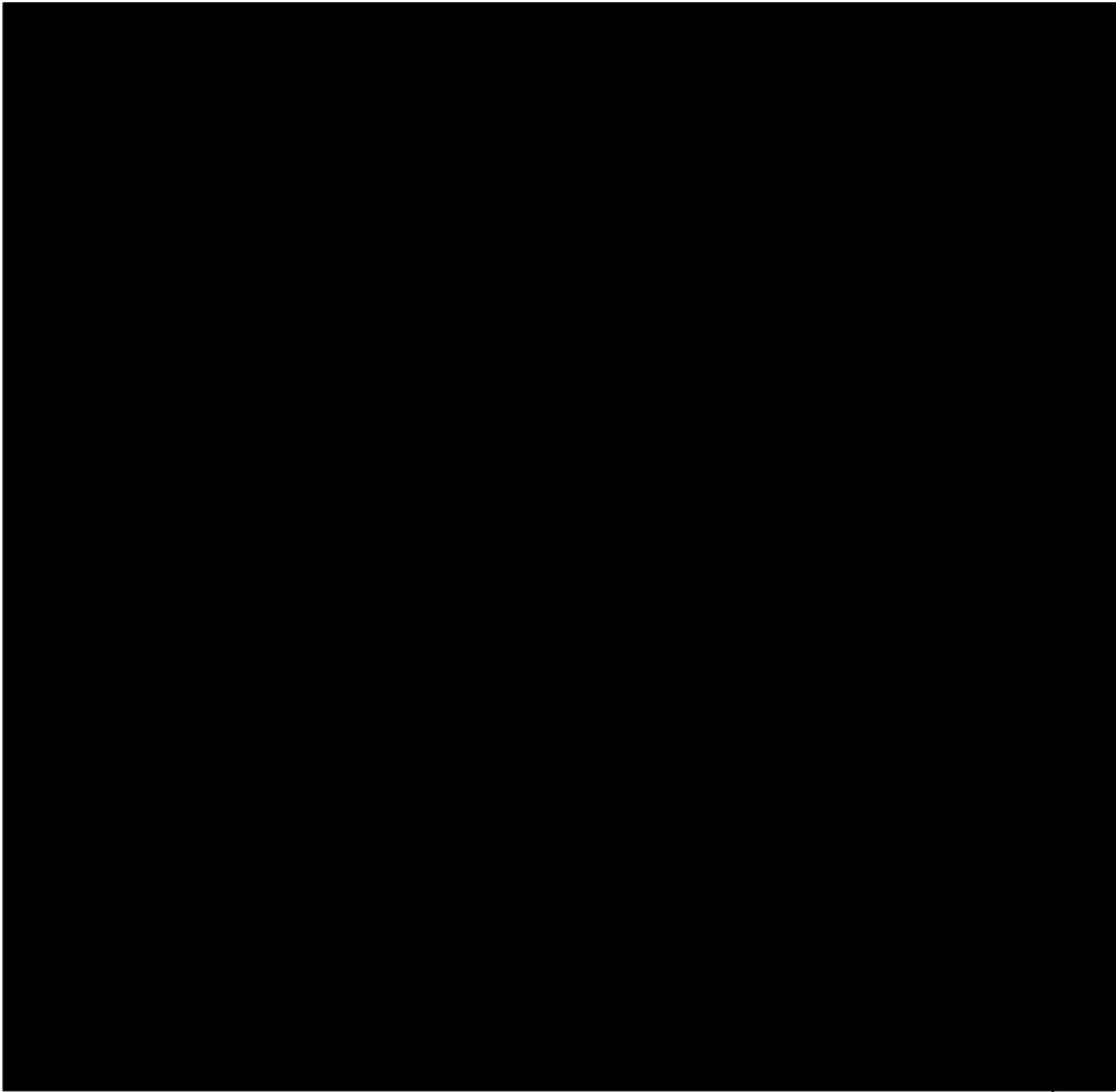
CONSULTING ENGINEERS

Michael T. Shrake, P.E.
Vice President/Director of Construction & Survey Division

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 • FAX 847.478.9701

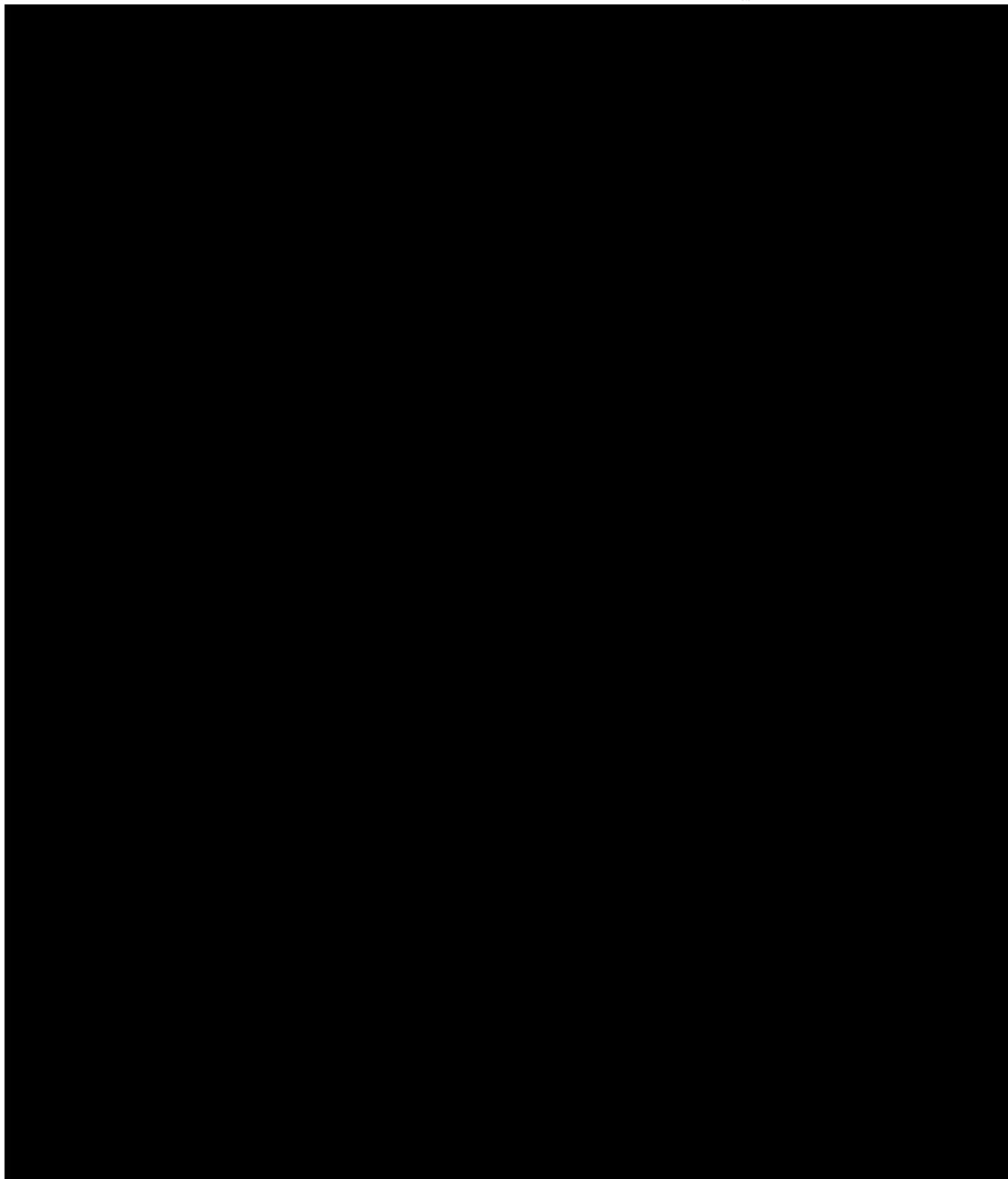
www.gha-engineers.com





Atlas Engineering Group, Ltd.

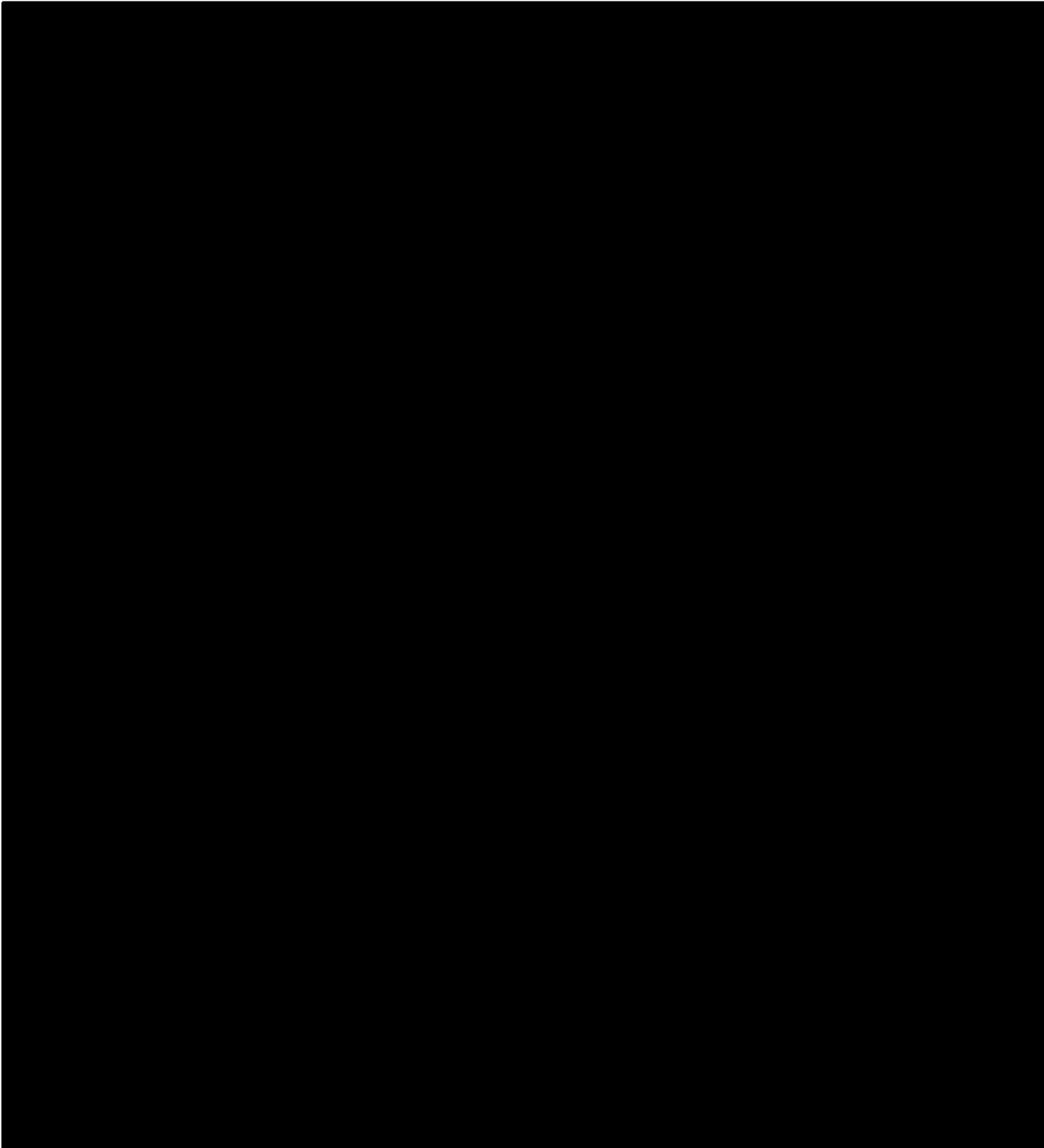
Syed I. Ahmed
Senior Resident Engineer / Project Manager





Atlas Engineering Group, Ltd.

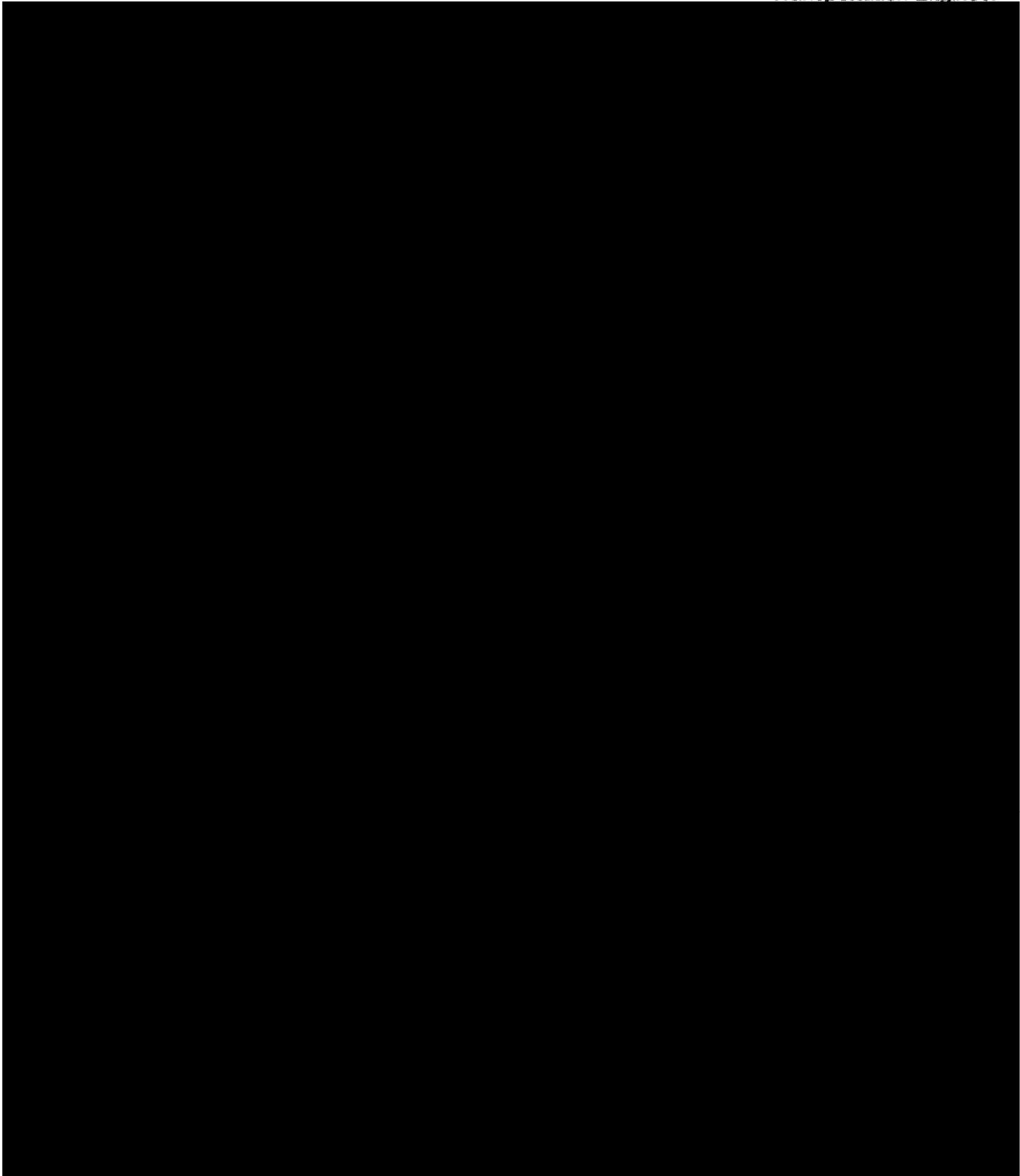
Syed I. Ahmed
Senior Resident Engineer / Project Manager





Atlas Engineering Group, Ltd.

Blake Steffens, FE
Transportation Engineer





Atlas Engineering Group, Ltd.

Blake Steffens, FE
Transportation Engineer

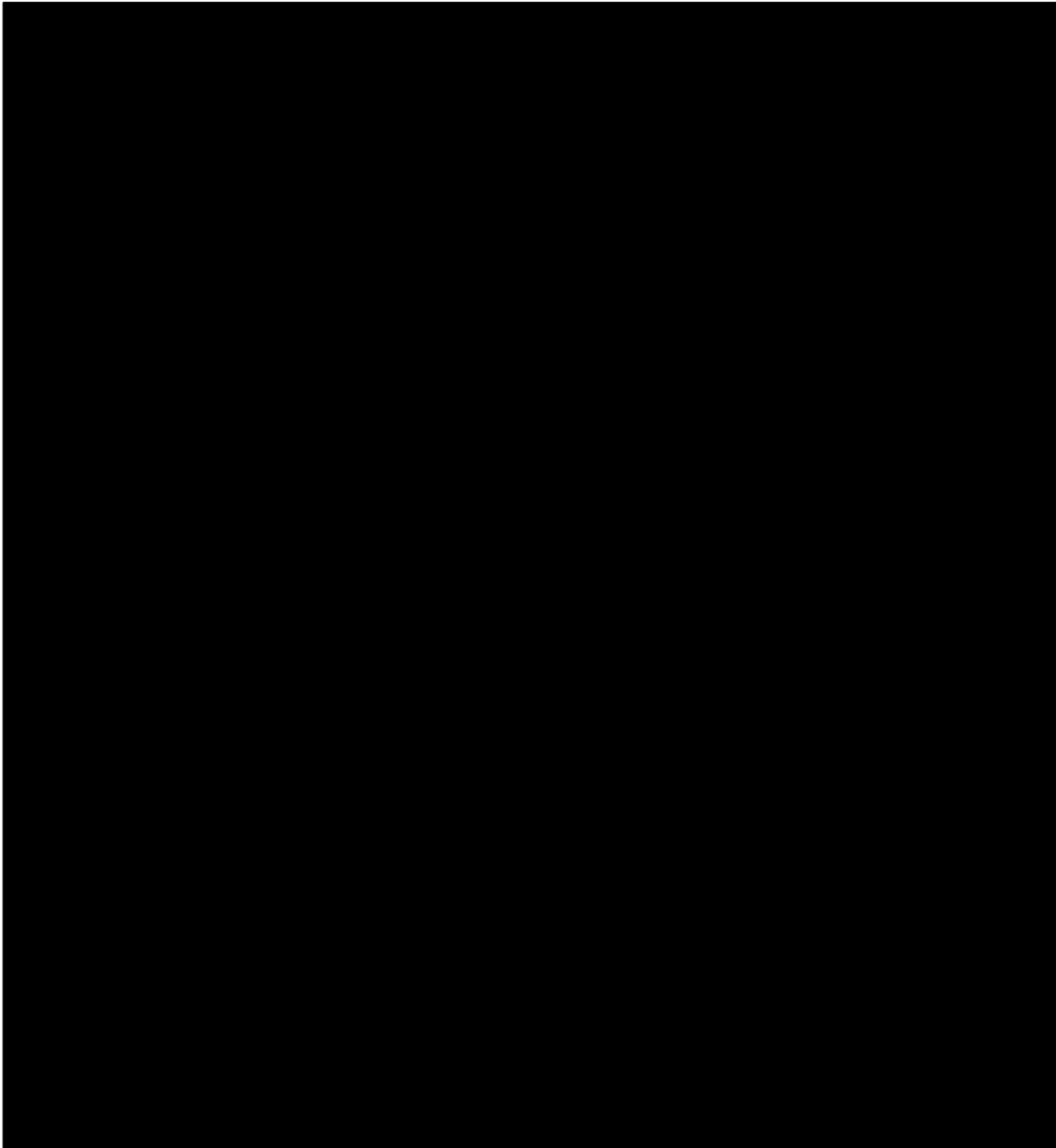


Exhibit A – Proposed Key Staff

PSB#14-1 Item#8

Please provide the following information for 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 staff from sub consultants. The personnel named in Exhibit A must also be listed on Exhibit D: Availability of Key Project Personnel.

Project Manager:
Name Mark Coleman, JR./GHA
Category PE (PE, SE, LS)
Registration # 062-0627339
Year Registered 2010 State IL
Office Location
City Vernon Hills State IL

QA/QC:
Name Natalia Homedi/AEG
Category PE (PE, SE, LS)
Registration # 062-045147
Year Registered 1989 State IL
Office Location
City Northbrook State IL

QA/QC:
Name Kevin L. Belgrave/GHA
Category PE (PE, SE, LS)
Registration # 062-051750
Year Registered 1997 State IL
Office Location
City Vernon Hills State IL

Resident Engineer:
Name Leslie Rivera/AEG
Category PE (PE, SE, LS)
Registration # 062-046889
Year Registered 1991 State IL
Office Location
City Northbrook State IL

Other Required Key Staff:

Name Required Prequalification Category :
Resident/Office Engineer

*Name Rebecca Forbeck/AEG
Category PE, Doc (PE, SE, LS)
Registration # 062-058415, 14-0158
Year Registered 2005-2014 State IL
Office Location:
City Northbrook State IL

Name Required Prequalification Category :
Document Technician/Primavera Mgmt

*Name Steven Williams/Outcome1 Inc.
Category IT (PE, SE, LS)
Registration #
Year Registered _____ State IL
Office Location:
City Orland Park State IL

Agua Vita

Name Required Prequalification Category :
Documentation Technician

*Name Lucas Deferville/GHA
Category TECH (PE, SE, LS)
Registration # 13-0018
Year Registered 2012 State IL
Office Location
City Vernon Hills State IL

Required Prequalification Category:
Documentation Technician

*Name Celerino Gabriel/AEG
Category _____ (PE, SE, LS)
Registration # 11-0005
Year Registered 2011 State IL
Office Location
City Northbrook State IL

Exhibit A – Proposed Key Staff

PSB#14-1 Item#8

**Name Required Prequalification Category :
Construction Inspector**

*Name Reynato Tiongson/AEG

Category _____ (PE, SE, LS)

Registration # 11-0240

Year Registered 2011 State IL

Office Location:

City Northbrook State IL

**Name Required Prequalification Category :
Construction Inspector**

*Name Blake Steffens/AEG

Category EIT (PE, SE, LS)

Registration # Pending

Year Registered 2014 State IL

Office Location

City Northbrook State IL

**Name Required Prequalification Category :
Construction Inspector**

*Name Joseph Cascella/GHA

Category _____ (PE, SE, LS)

Registration # 13-0543

Year Registered 2013 State IL

Office Location

City Vernon Hills State IL

Name Required Prequalification Category :

*Name _____

Category _____ (PE, SE, LS)

Registration # _____

Year Registered _____ State _____

Office Location _____

City _____ State _____

**Name Required Prequalification Category :
Professional Land Surveyor**

*Name Jonathan Past/GHA

Category LS (PE, SE, LS)

Registration # 035-003341

Year Registered 1998 State IL

Office Location

City Vernon Hills State IL

**Name Required Prequalification Category:
Construction Inspector**

*Name Robert Kostner/AEG

Category _____ (PE, SE, LS)

Registration # 12-0365

Year Registered 2012 State IL

Office Location:

City Northbrook State IL

**Required Prequalification Category:
Construction Inspector**

*Name Joseph Kafka/GHA

Category _____ (PE, SE, LS)

Registration # 13-0553

Year Registered 2013 State IL

Office Location

City Vernon Hills State IL

**Name Required Prequalification Category:
Construction Inspector**

*Name Carlo Christopher Ferretti/GHA

Category SIT (PE, SE, LS)

Registration # 028-001492

Year Registered 2011 State IL

Office Location

City Vernon Hills State IL

Name Required Prequalification Category:

*Name _____

Category _____ (PE, SE, LS)

Registration # _____

Year Registered _____ State _____

Office Location _____

City _____ State _____

**Name Required Prequalification Category:
Professional Land Surveyor**

*Name Robert Will/GHA

Category LS (PE, SE, LS)

Registration # 035-003853

Year Registered 2011 State IL

Office Location

City Vernon Hills State IL

Exhibit A – Proposed Key Staff

PSB#14-1 Item#8

Name Required Prequalification Category :
Security Services/VOS/SDVOSBE

*Name Juan Reyes/Security Professionals
Category (PE, SE, LS)
Registration # 129.170274
Year Registered 1994 State IL
Office Location
City Loves Park State IL

Name Required Prequalification Category:
Materials Coordinator

*Name Gregory Syfert/Wang Engineering
Category (PE, SE, LS)
Registration # 062-040490
Year Registered 1982 State IL
Office Location
City Lombard State IL

Name Required Prequalification Category :
Materials Coordinator

*Name Ravi Gorlagunta/Wang Engineering
Category (PE, SE, LS)
Registration #
Year Registered State
Office Location
City Lombard State IL

Name Required Prequalification Category:
Materials Inspector

*Name Tayeb Farez/Wang Engineering
Category (PE, SE, LS)
Registration #
Year Registered State
Office Location
City State

*If work is being performed by a subconsultant list firm name also.

Vendor Code Checklist

Name of Requestor: Anthony Aladham

Check One:

- Create New Vendor Code

- Activate Inactive Vendor Code

- Update / Modify Vendor Code

Existing Vendor Code (if applicable):	
Vendor Name:	Gewalt Hamilton & Associates, Inc/Atlas Engineering Group, Ltd.
Contact Person Name:	Michael T. Shrake
Address:	625 Forest Edge Drive
Phone:	847-478-9700
Fax:	847-478-9701
FEIN:	36-3426053
E-mail Address:	mshrake@gha-engineers.com
Web Address:	www.gha-engineers.com
Remittance Address:	625 Forest Edge Drive

Attach W-9 and Additional Applicable Documentation from Vendor
(E-mail, Letter from Vendor on Company Letterhead, or Invoice to Support the Modification)

Reason for New Code / Activation / Modification:

This company is a Joint Venture.

Approved By:



12/19/16
Date

Requesting Department Chief or
Designee Signature
*(if request originated outside of the
Procurement Department)*

Procurement Department Chief or
Designee Signature Date

Paul Kovacs, Chief Engineer
Printed Name and Title

Printed Name and Title

I-14-4193

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GEWALT HAMILTON ASSOCIATES, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
625 FOREST EDGE DRIVE

6 City, state, and ZIP code
VERNON HILLS, IL 60061

7 List account number(s) here (optional)

Requester's name and address (optional)
Illinois State Toll Highway Authority

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, 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. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ _____ Date ▶ **December 16, 2016**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

I-14-4193

Prime Teaming AGREEMENT
Gewalt Hamilton Associates, Inc. and Atlas Engineering Group, Ltd.

This Teaming Agreement is dated December 16, 2016 (the "Agreement") and is adopted by Gewalt Hamilton Associates, Inc. ("GHA") and Atlas Engineering Group, Ltd. ("AEG"), (Each a "Team Member" and, collectively, the "Team").

RECITALS

WHEREAS, Gewalt Hamilton Associates, Inc. ("GHA") and Atlas Engineering Group, Ltd. ("AEG") will form the Team upon the terms and conditions of this Agreement for the purpose of providing professional engineering services in connection with Illinois Toll Highway Authority ("ISTHA") PSB 14-1/ Item # 8 Contract No. I-14-4193, I-90 at Roselle Road, Interchange, (MP 65.5), Construction Management Services. (The "Project");

WHEREAS, the Team Members have agreed to work together on the Project in a fully collaborative manner;

WHEREAS, the Team Members wish to set forth their agreement as to management of the business and affairs of the Team and their rights and obligations with respect thereto;

WHEREAS, the Team Members agree that this Agreement, to the fullest extent permitted by law, shall apply to all activities and obligations of the Team in connection with the Project and the Project Agreement as defined in Section 1.1 below, including those professional engineering services performed prior to the date of this Agreement; and;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties hereby agree as follows:

ARTICLE 1
FORMATION AND BUSINESS OF THE TEAM

1.1 Purpose of the Team. The purpose of the Team shall be to provide professional engineering services in connection with the Project pursuant to the terms and conditions of the agreement negotiated and executed with ISTHA to perform the work (the "Project Agreement"). The Team may exercise all powers necessary to or reasonably connected with the Team's business from time to time, and may engage in all activities necessary, customary, related or incidental to its business generally as follows:

- a. To enter into a Project Agreement by and between the Team and

ISTHA and others for the performance of professional engineering services relating to the project.

b. to accomplish any lawful business which shall at any time appear conducive to or expedient for the protection or benefit of the Team or its property;

c. to exercise all other powers necessary to or reasonably connected with the Team's business that may be legally exercised with respect to the project; and

d. To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

No Team Member shall engage in any activities related to the Project other than as a Team Member of the Team unless otherwise unanimously agreed by the Team Members. Each Team Member warrants that its subsidiaries, affiliates and other firms or individuals over which it has common ownership interest or control will comply with this requirement.

1.2 Term of the Teaming Agreement. The term of the Team shall commence on December 16, 2016. The Team shall continue until such time as the Team's obligations under the Project Agreement have been satisfactorily completed and all disputes, claims, causes of action, or like matters, which arise amongst the Team Members hereto under the Project Agreement or this Agreement, shall have been resolved, and the final accounting and settlement between the Team Members is accomplished and project agreement fulfilled. Neither the formation of the Team nor the execution of this Agreement shall be interpreted or construed to create a permanent Team between the Team Members or constitute the Team in any other relationship, particularly as general partners or agents of each other.

1.3 Termination of Team Services. In the event the Team's services are terminated prior to completion of the Project, the Team shall conclude its affairs at the earliest possible date. However, should the Team's services only be suspended, the Team shall remain in effect during the period of such suspension in accordance with the terms of the Project Agreement.

1.4 Principal Office and Management. The Team's lead firm's office shall be located at 625 Forest Edge Drive, Vernon Hills, IL 60061. Gewalt Hamilton Associates, Inc. shall serve as the Manager of the Team as defined in Section 2.5.

1.5 Reliance by Third Parties. Except for Major Decisions which shall be in writing, the signed statement of the Manager delivered to any third party reciting that

such Manager has authority to undertake any act on behalf of the Team shall be all the evidence such third party shall need concerning the capacity of such Manager, and such third party shall be entitled to rely upon such statement without inquiring further into the authority of the Manager to bind the Team.

1.6 Outside Pursuits. Other than the services provided pursuant to the Project Agreement and as described herein, the Team Members will not provide any other services in connection with the Project without the express written consent of Board of Directors. Other than the work to be performed in connection with the Project, the Team Members shall be free to pursue, in their individual capacity and for their own account, any and all further and other business activities of their respective choice. The Parties to this Agreement shall not be obligated in any way to engage in further business activities in any teamed, joint or other concerted manner. The Team shall not engage in any substantial business endeavor other than those consistent with the Team's purpose or incidental thereto.

Description of the Work. Each Team member shall have assigned responsibilities in accordance with the work Scope within the Contract Agreement from the client. GHA will be lead of the Team, providing invoicing and contract management.

ARTICLE 2 DEFINITIONS

The following terms, as used in this Agreement, shall have the following meanings:

2.1 Affiliate shall mean a partnership, limited liability JV("Team"), corporation, association or other entity, domestic or foreign, including parents and subsidiaries, which are owned, directed or managed, in whole or in part, by persons who have an ownership interest or management role in any of the Team Members.

2.2 Contingency shall mean a sum to be agreed to cover unforeseen external expenditures including, but without limitation to, additional sub-consultant or office costs, additional insurance premiums or uninsured deductibles on claims. Contingency shall not include additional time costs incurred by Parties, or their Affiliates, since such costs shall not be reimbursed by the Team unless otherwise unanimously agreed by the Team Members.

2.3 Fiscal Year shall mean the Team's accounting, tax and fiscal year, which shall be the calendar year.

2.4 Board of Directors shall mean those individuals appointed by each Team Member, who are responsible for the management of the Team as set forth in Article 3 of the Agreement.

2.5 Manager shall mean the Team Member who shall be responsible for the day to day operations and administration of the Project including invoicing and collection.

2.6 Percentage Interest shall mean a Team Member's percentage interest in the Team as initially set forth on attached Exhibit A.

ARTICLE 3 MANAGEMENT OF THE TEAM

3.1. Management of Team Business. The Team shall be managed by a Board of Directors.

3.2 Election of Managers. The Team Members shall, annually as of the date hereof or as a vacancy shall occur, elect two Directors. Both Directors shall be directly and actively involved in the Project and will be able to make decisions for the team member that it represents. GHA shall nominate one Director for election and AEG shall nominate one Director for election. The Team Members agree to vote their respective percentage interests to unanimously elect the persons nominated by GHA and AEG.

3.3. Duties and Authority of the Board of Directors. The Directors shall devote such time as is necessary for the management of the affairs of the Team, but shall not be obligated to devote their full time to the Team. The Directors shall have the sole and exclusive right and power to manage, operate, and control the business and affairs of the Team. However, unless one of the team members is not meeting the performance requirement of the contract or the agreement in any respect, the Directors shall have no involvement in managing or scheduling of the work for each of the team members. The Team will work cooperatively to meet the requirements of the Client and contract. In addition to the foregoing and not in limitation thereof except as provided for in Section 3.4 below, under unanimous consent, the Directors shall have the right and authority:

a. To execute any and all documents reasonably required to acquire, invest in, and manage Team property, and to incur Team indebtedness reasonably required for such purposes from any person or entity (including any of the Parties) upon such terms and conditions, at such rate of interest, and with such security as the Directors deem appropriate; No indebtedness shall be assumed without an agreement between team members on responsibility for the repayment of the debt.

b. To incur all reasonable administrative expenses (including legal, accounting, and other administrative costs incidental to operating the Team by the Directors and to engage attorneys, accountants, employees, , and other professional advisors or personnel to perform such services as the Directors deem necessary or advisable, and in connection therewith, to retain the administrative services of an entity in which a Director has an interest and to pay such entity reasonable compensation for services performed;

c. To settle, compromise, or contest any claim against or in favor of the Team and to institute or defend any legal proceedings involving the affairs of the Team; and

d. To exercise any of the powers and rights available to the Directors in such manner as he deems appropriate and to execute and deliver any and all documents that he deems reasonably necessary or appropriate in connection with or attendant to the management of the Team business.

3.4. Major Decisions. The unanimous consent of the Directors shall be required to do any of the following acts on behalf of the Team:

a. To change the scope of business of the Team;

b. To amend this Agreement;

c. To sell, assign, transfer, exchange, or otherwise dispose of all or substantially all of the Team's property or assets; or

d. To dissolve.

3.5. Scope of Authority of Team Members. No Team Member shall, without the consent of the Directors, take any action on behalf of or in the name of the Team, or enter into any commitment or obligation binding upon the Team.

3.6. Salaries; Compensation; Expenses. No Director shall be paid or entitled to any salaries, fees, commissions, or other compensation for any services rendered to or on behalf of the Team but shall be entitled to reimbursement of expenses advanced in such capacity. Each Team Member Company shall be responsible to reimburse the expenses for the employees of their respective company.

3.7. Tax Matters Partner. GHA shall be the initial tax matters partner of the Team as that term is used in Section 6231(a) IRC. The person who is the tax matters partner may be changed at any time and from time to time by the Manager.

ARTICLE 4 INVOICING AND PAYMENTS

4.1 Team Members Invoicing. It is intended that each Team Member shall invoice the Team each month for the labor and overhead to which it is entitled for Services performed under its subcontract, subject to the provisions of the Project Agreement and the subcontracts and supported by such documentation as the Project Agreement may require. Expenses incurred by any Team Member hereto, prior to the effective date of the Project Agreement, shall be the sole responsibility of the incurring Team Member and such expenses are not reimbursable by the Team. Any errors or improprieties in the invoices of any of the Team Members and any resulting errors or improprieties of the Team Member invoices shall be for the sole account of the Team Member causing such error or impropriety and such Team Member shall indemnify and hold the Team and the other parties harmless therefrom.

4.2 ISHTA Invoicing. The Team shall invoice the ISTHA each month. Upon receipt of payment from the ISTHA, the Team shall pay each of the Team Member and its subcontractors and other creditors the sums due to the extent that funds are received within 14 days of receipt of said payment.

4.3 Team Members Payment. Nothing contained herein shall obligate the Team to pay any Team Member or its subcontractors until or unless it has received payment from the ISTHA on account of the amounts invoiced by the respective Team Members. Should payments made by the ISTHA to the Team require later adjustment upward or downward as a result of allowed or disallowed cost, such adjustments shall be passed on to the Team Member whose past billings were the subject of such adjustment.

4.4 Close Out. Upon completion or termination of the Services hereunder, whichever occurs first, the Team shall promptly close out its affairs.

ARTICLE 5 BUSINESS MANAGEMENT

5.1 Books and Records. GHA shall perform the Team accounting services and maintain such books and accounting records in accordance with accepted accounting practices. The Team books and records shall be subject to inspection by the Team Members or their designated representatives at any reasonable time during the term of this Agreement. The books of account shall be maintained on the accrual basis of

accounting for management and cash basis for tax purposes, subject to other requirements of applicable law or regulation.

ARTICLE 6 INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 Joint and Several Liabilities. The Team Members will have joint and several liability to the ISTHA under a Project Agreement for any and all damages, injuries and claims, including those arising from the professional acts, errors or omissions resulting from services rendered by the Team Members and their subcontractors. Each Team Member agrees to procure and maintain during the entire term of its interest in the Team at its own expense and without additional expense to the Team, 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 Team Member, their agents, representatives, employees or subcontractors shall obtain for the term of the Project Agreement, 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 Parties 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 Million 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 Team Member shall obtain additional insurance to restore the full aggregate limit and furnish documentation to the Authority.
- 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 Project Agreement. Limits of liability shall be a minimum of \$2,000,000 (Two Million Dollars) per occurrence and in aggregate.

6.2 Term. The Team Member agrees that such policy or policies, including claims made forms, shall remain in effect for the duration of the Project Agreement and then have a three-year discovery period or longer as required by Illinois State Statute. Each Team Member agrees that it will maintain its Engineering Professional Errors and Omissions Liability policy in effect for three years after the completion of the Teaming Agreement.

6.3 Other Requirements. All deductible or self-insured retentions are the sole responsibility of the Team Member. The Team members and ISTHA shall be named an "additional insured" for the commercial general liability and the automobile liability policies. These policies shall be primary for the additional insured and not contributing with any other insurance or similar protection available to the additional insured.

6.4 Personal Liability and Indemnification Obligations. Each Team Member shall be liable to the limits of the insurance coverage, and shall indemnify and hold the other Team Member harmless from and against paying more than their respective legal obligations 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 Team Member and the Team.

ARTICLE 7 OBLIGATIONS OF THE TEAM & MISCELLANEOUS PROVISIONS

7.1 Obligations. All necessary working capital as required for the performance and prosecution of the Project Agreement shall be contributed by the Team Members in accordance with their scope of work. All obligations of any kind or character, which are assumed or undertaken by the Team in connection with and for the benefit of the performance of the Project Agreement, shall be shared in by the Team Members according to their scope of work.

7.2 Equitable Adjustments. The Team Members recognize that circumstances may arise that may have a disparate impact on one of the Team Member of the Team. Such circumstances include, without limitation, a termination of the Project Agreement by ISTHA, an unequal allocation of tasks constituting additional services under the Project Agreement or substantial unexpected and unreimbursed costs incurred during the course of the Project such as costs associated with claims for additional compensation due pursuant to the Project Agreement, which ISTHA refuses to pay and which the Team Members conclude cannot be cost effectively pursued against ISTHA. If such circumstances arise, the fees received by each of the Team Member under their

Professional Service Agreements may not fairly compensate one of the Team Member. In these instances, the Team Members agree to apply principles of fairness and equity consistent with the agreed reasonably equal allocation of fees then shall agree to make an adjustment of fees which adjustment could require one Team Member to return a portion of prior fees it received for distribution to another Team Member.

7.3 Restrictions on Transfers. No Team Member shall sell, assign, transfer, mortgage, pledge, or in any manner encumber its interest in the Team, or in the Project Agreement, or in any other instrument or obligation of the Team, or in any of the proceeds from said Project Agreement, without the prior written unanimous consent of the other Team Members hereto, which consent may be withheld for any reason. Any unauthorized attempt thereat shall be void and unenforceable.

7.4 Default. Should any Team Member, hereinafter referred to as the "defaulting Team Member," (i) file or fail to discharge, within thirty (30) days, an involuntary petition in bankruptcy or reorganization, (ii) file a certificate of dissolution by election, by an order of court of competent jurisdiction or by operation of law, or (iii) make a general assignment for the benefit of creditors or become insolvent, or (iv) continue in any default of its obligations under this Agreement, after (30) days from the date of notice of such default issued by the non-defaulting Team Member, then and on the occurrence of any such default, the other Team Member, hereinafter referred to as the "surviving Team Member," may, upon notice or discovery thereof, assume the obligations and rights of the defaulting Team Member and do whatever else they deem necessary for the continuance of the performance of the requirements of the Project Agreement. After the occurrence of any such default, the administrators, trustees or representatives of the defaulting Team Member shall have no right to participate in the administration of the Team Member or to any distribution of compensation from the Team. The defaulting Team Member's share of any compensation at the time of such default shall be placed into a special account until the closing of the accounts of the Team, from which there shall be, deducted all additional expenses incurred, if any, by the surviving Team Member as a result of such default. The defaulting Team Member shall be liable for any losses sustained by the surviving Team Member, or which are incurred by the Team Member, as a result of the default. The surviving Team Member shall be solely entitled to all compensation arising from work done after the date of such default of the defaulting Team Member. In the case of such default, the defaulting Team Member shall immediately turn over to the surviving Team Member all plans, data, drawings, and all other documents and information relating to the Project, which are in its possession or control

7.5 Entire Agreement. This Agreement contains all of the agreements, representations, and understandings of the Team regarding the subject matter hereof and supersedes any previous understandings, commitments or agreements whether oral or written.

7.6 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

7.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Teaming Agreement as of the date first above written.

Gewalt Hamilton Associates, Inc.

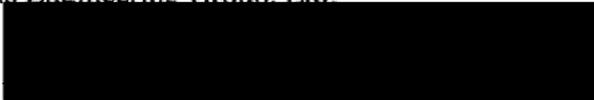
By:



Michael T. Shrake, P.E,
Vice President/ Principal

Atlas Engineering Group, Ltd.

By:



Natalia N. Homedi, P.E.
President

Exhibit A

<u>Team Members</u>	<u>Percentage Interest</u>
Gewalt Hamilton Associates, Inc.	51%
Atlas Engineering Group, Ltd.	49%

CONSTRUCTION MANAGER
JOINT VENTURE AGREEMENT

The Board of Directors, on the 22nd day of **September, 2016**, 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 **GEWALT HAMILTON ASSOCIATES, INC., and ATLAS ENGINEERING GROUP (GHAAEG JV**, a **Joint Venture** authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSTRUCTION MANAGER".

W I T N E S S E T H:

WHEREAS, the CONSTRUCTION MANAGER has submitted a proposal dated **September 1, 2016**, to provide CONSTRUCTION MANAGEMENT services for Contract No. **I-14-4193** for **Jane Addams Memorial Tollway, I-90 at Roselle Road, Interchange, (Mile Post 65.5)**; and

WHEREAS, CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **<<PSB 14-1, Item 8**, 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 CONSTRUCTION MANAGER shall perform all construction management services for Contract No. **I-14-4193** for **Jane Addams Memorial Tollway, I-90 at Roselle Road, Interchange, (Mile Post 65.5)** in accordance with the requirements and terms of this Agreement and the proposal from the CONSTRUCTION MANAGER of **September 1, 2016**, 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 CONSTRUCTION MANAGER shall be performed according to the professional standards and in accordance with the Construction Manager's Manual, March 2014 and as revised thereafter.

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

D. The CONSTRUCTION MANAGER has entered into a Joint Venture Agreement identifying the obligations, duties and responsibilities of each party to the Joint Venture 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 CONSTRUCTION MANAGER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or September 22, 2016** and ending **August 31, 2021**, 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 CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER, including the CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER shall perform all engineering construction management services as required herein, and the TOLLWAY shall pay the CONSTRUCTION MANAGER as compensation therefor, the CONSTRUCTION MANAGER'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 **One Million, Six Hundred Seventy-Nine Thousand, Six Hundred Eighty-Eight Dollars and Eight Cents (\$1,679,688.08)**. If, in the opinion of the CONSTRUCTION MANAGER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

ARTICLE IV

Scope of the Service

The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall not be entitled to additional compensation due to errors in estimating the time, costs or expertise required to complete this construction management project.

ARTICLE V

Compliance with State and Other Laws

The CONSTRUCTION MANAGER specifically agrees that in the performance of the services herein enumerated, the CONSTRUCTION MANAGER, 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. ***Gewalt Hamilton Associates, Inc. and Atlas Engineering Group Joint (GHAAEG JV), a Joint Venture***, consents to the exclusive jurisdiction and venue of the courts located in DuPage County, State of Illinois.

Confidentiality

CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER's performance of this contract shall be disseminated

except as authorized by law and with the written consent of the TOLLWAY, either during the period of the AGREEMENT or thereafter. The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER without the use or benefit of the TOLLWAY's confidential information.

ARTICLE VI

Responsibility for Injuries and Damages

The CONSTRUCTION MANAGER shall be responsible for all injuries to persons and damages to property due to the activities of the CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER is an independent contractor and as such is solely responsible for all of its activities hereunder.

The firms comprising the CONSTRUCTION MANAGER and identified in the Joint Venture 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER, his agents, representatives, employees or subcontractors. Work shall not commence until all insurance required by this section has been obtained and acceptable documentation provided to the TOLLWAY. Acceptable insurance companies shall be authorized or approved to transact business under the laws of the State of Illinois, shall be rated by A.M. Best and Company with a financial strength rating of "A-" or better and a financial size category of not less than "VII".

The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER 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.

CONSTRUCTION MANAGER 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

CONSTRUCTION MANAGER agrees that it will maintain its Engineering Professional Errors and Omissions Liability policy in effect for three years after the completion of the Agreement.

All deductible or self-insured retentions must be declared and are the sole responsibility of the CONSTRUCTION MANAGER. 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER to abide by the terms and conditions set forth in this paragraph.

ARTICLE IX

Financial Statement

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

ARTICLE X

Successors and Assigns

The TOLLWAY and CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

ARTICLE XI

Subcontractors

The CONSTRUCTION MANAGER shall not subcontract or assign services to be performed under this Agreement without prior written approval of the TOLLWAY, except that the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER. Upon termination and within ten (10) days of said termination, the CONSTRUCTION MANAGER shall prepare a detailed Progress Report, including information as to all the work performed by the CONSTRUCTION MANAGER and the status of the work as of the date of the termination, and provide any and 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 the work required to be performed under this Agreement that has been completed by the CONSTRUCTION MANAGER. At the request and direction of the Chief Engineer of the TOLLWAY, the CONSTRUCTION MANAGER shall, within ten (10) days after the date of termination, furnish to the TOLLWAY marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications to date indicated thereon, in accordance with the requirements of the Construction Manager's Manual, March 2014 and as revised thereafter.

In the event the Chief Engineer of the TOLLWAY requires additional services to be performed by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER.

2. The total compensation due to the CONSTRUCTION MANAGER, in the event of termination without cause, shall be limited to the following, less all previous payments to the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER fails to meet any of its contractual obligations, as set forth in this Agreement due to any of the herein stated conditions for termination of cause, then the TOLLWAY, at its option, may consider the Agreement as cancelled effective upon the delivery of written Notice of Termination for Cause to the CONSTRUCTION MANAGER, and the CONSTRUCTION MANAGER shall have no further claims or rights against the TOLLWAY except as set forth herein. The TOLLWAY may, as additional remedies, and without prejudice to or waiver of any other right or remedy which it possesses hereunder or as a matter of law, complete the performance of the engineering services with its own forces, or secure services from

any other available source and any difference in cost shall be charged back to the CONSTRUCTION MANAGER, or at the option of the TOLLWAY the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER, if any. In addition to any difference in cost for services incurred by the TOLLWAY, the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall be appointed;
- c. If CONSTRUCTION MANAGER shall fail to perform the scope of services, or any part thereof, with the diligence necessary to maintain its progress and complete the scope of services as prescribed by the time schedule and shall fail to take such steps as directed by the TOLLWAY to remedy delays within five (5) days after written notice thereof from TOLLWAY;
- d. If CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall prepare a detailed Progress Report, including information as to all the work performed by the CONSTRUCTION MANAGER and the status of the work as of the date of the termination, and provide any and all other information and documents 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 CONSTRUCTION MANAGER. In the case of a dispute between the TOLLWAY and the CONSTRUCTION MANAGER, the decision of the Chief Engineer shall be final. At the request and direction of the Chief Engineer of the TOLLWAY, the CONSTRUCTION MANAGER shall, within ten (10) days after the date of termination, furnish the TOLLWAY with marked up full size prints entitled "Record Plans", including specifications with all contract revisions or

modifications made up to the termination date indicated thereon, in accordance with the requirements of the Construction Manager's Manual, March 2014 and as revised thereafter.

4. The total compensation due to the CONSTRUCTION MANAGER in the event of Termination for Cause shall be the following, less all previous payments to the CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall maintain in the State of Illinois, for a minimum of five years from the latter of the date of completion of the CONTRACT or the date of final payment under the CONTRACT, adequate books, records, and supporting documents from an accounting system maintained in accordance with generally accepted accounting principles to verify the amounts, recipients, uses and methods of all disbursements of funds passing in conjunction with the CONTRACT. The five year

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

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

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

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

The CONSTRUCTION MANAGER shall reimburse the TOLLWAY for the total costs of an audit that identifies significant findings that would benefit the TOLLWAY,

including but not limited to reasonable attorney's fees and other expenses. Significant findings for the purposes of this provision shall be identified as an amount in excess of \$50,000 in aggregate of the audit report or findings of material performance or compliance deficiencies.

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

ARTICLE 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 CONSTRUCTION MANAGER at **Gewalt Hamilton Associates, Inc., 625 Forest Edge Drive, Vernon Hills, Illinois 60061**, 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 CONSTRUCTION MANAGER'S QA/QC PLAN for this PROJECT must be presented by the CONSTRUCTION MANAGER fourteen (14) days after receiving the signed contract. After acceptance by the TOLLWAY, the CONSTRUCTION MANAGER 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 monthly progress report.

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

ARTICLE XVIII

Miscellaneous

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

ARTICLE XIX

Inspector General

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-14-4193 the day and year first above written.

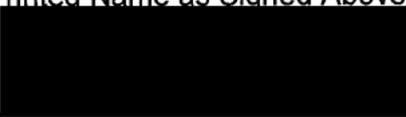
THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

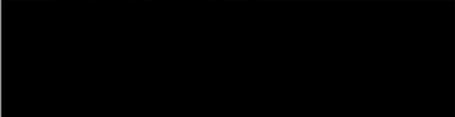
GEWALT HAMILTON
ASSOCIATES, INC. /
ATLAS ENGINEERING GROUP


By _____
Chair/Executive Director-Signature Date
~~President-Signature Date~~
GREG BEDALOV 1/11/17

 9/20/2016
President-Signature Date
Gewalt Hamilton Associates, Inc.
BRUCE L. SHRAKE

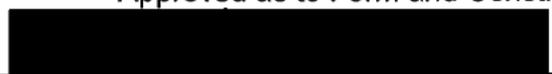
APPROVED:
 1-9-17
Chief of Finance - Signature Date
Michael Colsch

Printed Name as Signed Above
 9-20-2016
President-Signature Date
Atlas Engineering Group

APPROVED:
 1/6/17
General Counsel - Signature Date
David Goldberg

NATALIA W. HOMEDI
Printed Name as Signed Above

ATTEST:
 9/20/16 (Seal)
Secretary - Signature Date
Steven D. Barcz
Printed Name as Signed Above

Approved as to Form and Constitutionality
 1-4-2017
Attorney General, State of Illinois - Robert Lane - Signature Date

CONSTRUCTION MANAGER PROPOSAL

FOR CONTRACT NUMBER I-14-4193

This proposal, dated September 1, 2016, is submitted by Gewalt Hamilton Associates, Inc. and Atlas Engineering Group Joint Venture (GHAAEG JV) of Vernon Hills, Illinois for Construction Manager's Service.

DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract I-15-4238 for which we propose to provide Construction Manager Services is Roselle Road over Jane Addams Memorial Tollway Interchange, in Cook County (Counties), Illinois.

SCOPE OF CONSTRUCTION MANAGER SERVICES

Construction Manager Services following selection from PSB #14-1 will be provided for all items of work included in the Contract Requirements for the above Construction Contract and will conform with the Illinois State Toll Highway Authority's *Construction Manager's Manual*, dated March 2015 (and as revised), and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY" current practices. These services shall include the responsibility for administration of the referenced Construction Contract in accordance with the applicable Construction Manager's Manual; manage the work as required by the Contract Documents; responsible for all on-site and off-site material testing; document all activities pertaining to the execution of the work; prepare all reports, payment estimates and other required documents; submit a "Record Drawing" set of plans; submit all project records, documents and the project close-out records properly indexed and cross-referenced in a manner which can be easily reviewed by the TOLLWAY at the same time the final pay estimate is submitted; and carry out the policies of the TOLLWAY.

FEE PROPOSAL

The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER, independent contractors and contract employees shall be treated as "reimbursable direct costs" and not "actual direct salary." Subcontractors shall be treated as "Services by Others."

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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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. CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER understands that the contract is between the TOLLWAY and the CONSTRUCTION MANAGER. The CONSTRUCTION MANAGER is responsible for monitoring and managing the work and budget of all subconsultants.

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 Construction Manager 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 CONSTRUCTION MANAGER, for all costs, shall be \$ 1,679,688.08 (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 Construction Management services for all items of work included in the Scope of Construction Manager 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 CONSTRUCTION MANAGER, Exhibits A-H (Cont.) must be submitted by the CONSTRUCTION MANAGER for TOLLWAY approval prior to commencement of the work.

CONTROL OF STAFF LEVELS - The CONSTRUCTION MANAGER is required at all times to review the staffing level as it relates to the Contractor's activities and/or progress. If at any time during the execution of the work, the CONSTRUCTION MANAGER determines that a change in staff is required, a written request to modify his/her staff must immediately be submitted to the TOLLWAY's Project Manager. If the requested change in staffing levels would cause the total contract fee to be exceeded, he/she shall submit a written request for a change in the upper limit of compensation to the Chief Engineer.

This request shall include the following:

- A. Total man hours expended and monies due to date.
- B. Last approved Contractor's progress schedule.
- C. A detailed comparison of items A and B above.
- D. Documentation of facts leading to or requiring the change.
- E. Construction fee impact including:
 - 1. Labor
 - 2. Direct Cost
 - 3. Other

The CONSTRUCTION MANAGER shall not proceed with any change until he receives written authorization from the Chief Engineer or his designee.

The CONSTRUCTION MANAGER shall be compensated based on the information provided in this proposal recognizing the fact that actual construction may extend beyond the schedule provided in Exhibit A.

In any event, including but not limited to strikes or Acts of God, whereby construction is curtailed or halted, the CONSTRUCTION MANAGER shall reduce the number of his employees assigned to the project to minimize construction engineering expenses to the TOLLWAY.

It is understood that the number of persons assigned to the Project by the CONSTRUCTION MANAGER may be reviewed by the TOLLWAY throughout the duration of the Project and that adjustments will be made if deemed necessary by the TOLLWAY.

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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER further agrees to assign employees to this project in a manner which will minimize engineering construction expenses to the Authority.

TERMS AND CONDITIONS - This document hereby incorporates by reference the "Contract" attached hereto and made a part hereof. The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall provide a copy of 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 CONSTRUCTION MANAGER 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 Contract. 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 CONSTRUCTION MANAGER at the start of the project. The invoice cutoff date will coincide with the Monthly Progress Report. All payroll documentation and costs relating to this project will be available for audit by the TOLLWAY upon request.

INVOICES for services performed and expenses incurred through December 31st must be submitted to the TOLLWAY no later than February 28th of the subsequent year. The CONSTRUCTION MANAGER expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the CONSTRUCTION MANAGER fails to obtain prior written approval from the Chief Engineer for an alternative INVOICE submission date. CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall maintain in the State of Illinois, for a minimum of five years from the latter of the date of completion of the CONTRACT or the date of final payment under the CONTRACT, adequate books, records, and supporting documents from an accounting system maintained in accordance with generally accepted accounting principles to verify the amounts, recipients, uses and methods of all disbursements of funds passing in conjunction with the CONTRACT. The five year record maintenance period shall be extended for the duration of any audit in progress at the time of that

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

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

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

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

The CONSTRUCTION MANAGER shall reimburse the TOLLWAY for the total costs of an audit that identifies significant findings that would benefit the TOLLWAY, including but

not limited to reasonable attorney's fees and other expenses. Significant findings for the purposes of this provision shall be identified as an amount in excess of \$50,000 in aggregate of the audit report or findings of material performance or compliance deficiencies.

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

THIS PROPOSAL FOR CONSTRUCTION MANAGER SERVICES FOR

CONTRACT I-14-4193

SUBMITTED BY:

FIRM NAME: GHA AEG JV

ADDRESS: 625 Forest Edge Drive

CITY, STATE: Vernon Hills, IL

TELEPHONE: 847-478-9700

FACSIMILE: 847-478-9701

SIGNED BY:



PRINTED NAME: Michael Shrake, PE

TITLE: Vice President/ Principal

Biggs, Susan

From: Ryan, Mary Jo
Sent: Friday, September 16, 2016 9:08 AM
To: Biggs, Susan
Cc: Lanzo, Paul
Subject: RE: I-14-4193 - Gewalt Hamilton Associates, Inc. - SEPTEMBER Board - Certification/Disclosure Review, IPB# 22033894

Sue,

Disclosures are approved to move forward for the following:

- 1) Gewalt Hamilton Associates, Inc.

Thank you,

Mary Jo Ryan
Assistant to Sr. State Purchasing Officer
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515
Office: 630-241-6800 x 2644
Email: mjryan@getipass.com

From: Biggs, Susan
Sent: Friday, September 16, 2016 8:11 AM
To: Ryan, Mary Jo
Cc: Lanzo, Paul
Subject: I-14-4193 - Gewalt Hamilton Associates, Inc. - SEPTEMBER Board - Certification/Disclosure Review, IPB# 22033894

Mary Jo,

The following Financial Disclosure has been provided for your review and the Prime Consultant has been added to the spreadsheet.

I-14-4193 - Gewalt Hamilton Associates, Inc.

This is a September Board agenda item. PSB 14-1 – IBP Notice 22033894

Please note that Gewalt Hamilton Associates is the managing partner in a joint venture with Atlas Engineering Group whose disclosures were submitted separately.

Please let me know if you need any additional information.

Thanks,
Sue Biggs



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-14-4193

CONTRACTOR NAME: Gewalt Hamilton Associates, 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 statute 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 statute 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

Gewalt Hamilton Associates, 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."
	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: Gewalt Hamilton Associates, Inc.	Agreed: Illinois Tollway
By: Michael T. Shrake	By:
Signed: 	Signed:
Position: Vice-President	Position:
Date: September 13, 2016	Date:



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

Date: September 13, 2016

Project Number: I-14-4193

Project Name: I-90 at Roselle Road, Construction Management Services

DELINQUENT DEBT REVIEW

Sub Contractor/Consultant Disclosure.

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

If yes, you must identify below, to the extent the information is known, 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/
CONSULTANT**

Contractor/Consultant: Gewalt Hamilton Associates, Inc.

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: mshrake@gna-engineers.com

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

<u>Sub-Contractor(s)</u>	<u>Sub-Contractor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
Wang Engineering	[REDACTED]	1145 N Main St., Lombard, IL 60148	Phase III Construction/QA Lab/Field Testing	\$98,968.14
Aqua Vitae	[REDACTED]	[REDACTED]	Erosion Control	\$16,800.00
HDR Engineering, Inc.	[REDACTED]	8550 West Bryn Mawr, Chicago, IL 60631	Shop Drawing & Assistance	\$17,022.49
Atlas Engineering	[REDACTED]	3100 Dundee Road, Northbrook, IL 60062	Resident Engineering	\$746,903.50

Signature: [REDACTED]

Date: September 13, 2016

Printed Name: Michael T. Shrake

**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: Click here to enter text.

Business Name: Gewalt Hamilton Associates, Inc.

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

or

Employer Identification Number: 

Legal Status (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: 

Date: September 13, 2016

**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: Gewalt Hamilton Associates, Inc.	Phone: 847-478-9700
Street Address: 625 Forest Edge Drive	Email: mshrake@gha-engineers.com
City, State Zip: Vernon Hills, Illinois 60061	Vendor Contact: Michael T. Shrake

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)

Gewalt Hamilton Associates, Inc.

1.2. Business Headquarters (address, phone and fax)

625 Forest Edge Drive, Vernon Hills, Illinois 60061

847-478-9700

847-478-9701

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

N/A

1.4. Billing Address

625 Forest Edge Drive

Vernon Hills, Illinois 60061

1.5. Name of Chief Executive Officer

Bruce L. Shrake

1.6. Company Web Site Address

www.gha-engineers.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

35 years

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

\$14,242,102

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

81

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



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Based on IDHR Eligible Public Contract Numbers
Eligible IDHR Public Contract Numbers as of November 30, 2011

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Public Contract No.	Name	City	State	Zip Code	Expiration Date
1 11204600	GEWALT HAMILTON ASSOCIATES, INC.	VERNON HILLS	IL	60061	11/16/21

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): Gewalt Hamilton Associates, 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: 112046-00 Expiration Date: 12/19/16.

- 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.

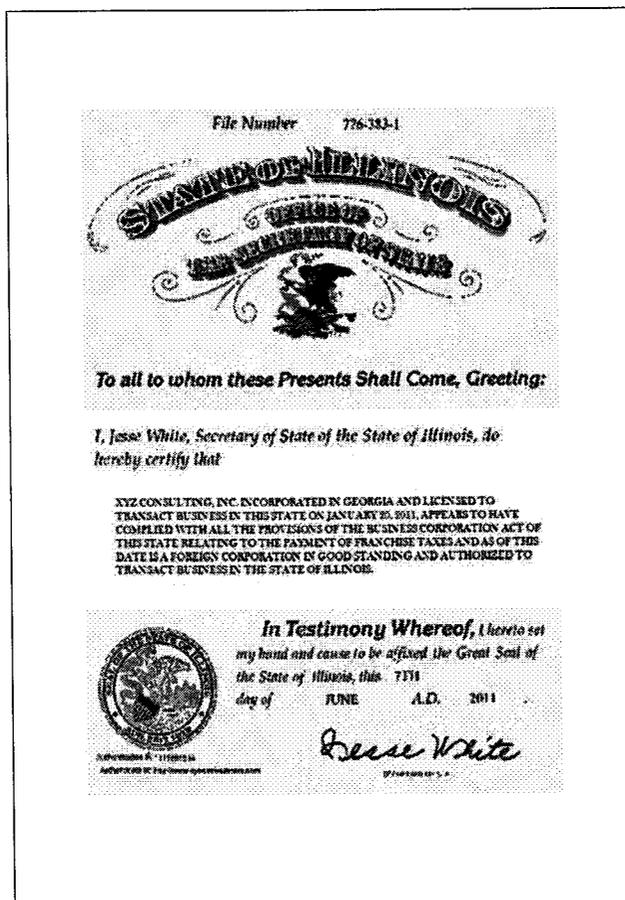
STATE OF ILLINOIS
AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS

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 two boxes representing its status. 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**



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

File Number 5415-575-1



To all to whom these Presents Shall Come, Greeting:

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

GEWALT-HAMILTON ASSOCIATES, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 28, 1986, 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.



Authentication #: 1413501246

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

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 15TH day of MAY A.D. 2014 .

Jesse White

SECRETARY OF STATE

STATE OF ILLINOIS STANDARD CERTIFICATIONS

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 its 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.

**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

- 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.

STATE OF ILLINOIS
STANDARD CERTIFICATIONS

- 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.

**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

- 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 two certifications by checking the appropriate box.

- A. Vendor certifies it is an individual acting as a sole proprietor and 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.

STATE OF ILLINOIS
STANDARD CERTIFICATIONS

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 or its 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).

**STATE OF ILLINOIS
STATE BOARD OF ELECTIONS**

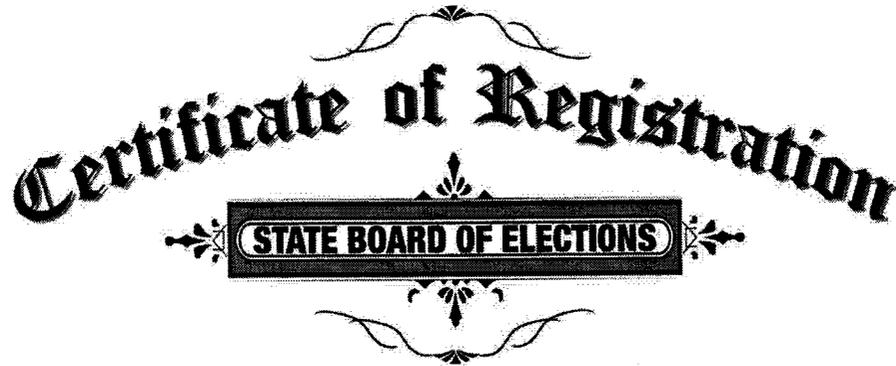
5. Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors, bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State 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**



STATE OF ILLINOIS
STATE BOARD OF ELECTIONS



Registration No. 11091

Gewalt Hamilton Associates, Inc.

625 Forest Edge Drive

Vernon Hills IL 60061

Information for this business last updated on:

Wednesday, November 26, 2014

Certificate produced on Tuesday, September 13, 2016 at 2:12 PM



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
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	I-90 at Roselle Road, Interchange (MP 65.5) Construction Management Services
Illinois Procurement Bulletin Number	22033894
Contract Number	1-14-4193
Vendor Name	Gewalt Hamilton Associates, Inc.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	Gewalt Hamilton Associates, 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) <input type="checkbox"/> If you selected Other, please describe: Professional Corporation

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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
Bruce L. Shrake		16	
David J. Gewalt		16	
Michael T. Shrake		11	
Walter E. Graft		9	
Steven D. Berecz		8	
Donald E. Matthews		6	
Todd P. Gordon		6	
Donald E. Dixon		6	
Daniel P. Brinkman			\$324,000
Patrick J. Glenn			\$324,000
Arthur J. Penn			\$324,000
Mei Zhu			\$324,000
Kevin L. Belgrave			\$162,000

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
Bruce L. Shrake		16	
David J. Gewalt		16	
Michael T. Shrake		11	
Walter E. Graft		9	

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Steven D. Berecz		8	
Donald E. Matthews		6	
Todd P. Gordon		6	
Donald E. Dixon		6	

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.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

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

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: David J. Gewalt, Bruce L. Shrake, Michael T. Shrake, Walter E. Graft, Steven D. Berecz, Donald E. Matthews, Todd P. Gordon, Donald E. Dixon, Daniel P. Brinkman, Patrick J. Glenn, Arthur J. Penn, Mei Zhu, Kevin L. Belgrave

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

6 above.

Please provide the name of the person for which responses are provided: David J. Gewalt, Bruce L. Shrake, Michael T. Shrake, Walter E. Graft, Steven D. Berecz, Donald E. Matthews, Todd P. Gordon, Donald E. Dixon, Daniel P. Brinkman, Patrick J. Glenn, Arthur J. Penn, Mei Zhu, Kevin L. Belgrave

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)

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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: Gewalt Hamilton Associates, Inc., David J. Gewalt, Bruce L. Shrake, Michael T. Shrake, Walter E. Graft, Steven D. Berecz, Donald E. Matthews, Todd P. Gordon, Donald E. Dixon, Daniel P. Brinkman, Patrick J. Glenn, Arthur J. Penn, Mei Zhu, Kevin L. Belgrave

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.](#)

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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	HPR-66-001-16-Field Collection of Traffic Data	Contract	\$1,300,000,000	177-016
Illinois Department of Transportation	Job #D-91-215-15 SCAT with Intersection Monitoring	Contract	\$695,000,000	PTB 175-003
Illinois Department of Transportation	P-91-117-14, Various Phase 1 Traffic Count Data	Contract	\$500,000,000	PTB 171-005
Illinois Department of Transportation	D-91-472-16, Phase II Various Safety Assessment	Proposal	Pending	PTB 181-007
Illinois Department of Transportation	P-60-031-17, Traffic Signal Coordination	Proposal	Pending	PTB 181-018
Illinois Department of Transportation	D-60-032-17	Proposal	Pending	PTB 181-019
Illinois State Tollway Authority	I-90 at Roselle Road, Construction Management Services	Pending Contract	\$1,679,688	I-14-4193

Please explain the procurement relationship: Vendor/Subcontractor

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)

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: Gewalt Hamilton Associates, Inc.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Signature: 

Date: September 13, 2016

Printed Name: Michael T. Shrake

Title: Vice-President

Phone Number: 847-478-9700

Email Address: mshrake@gha-engineers.com

Biggs, Susan

From: Ryan, Mary Jo
Sent: Thursday, September 15, 2016 7:53 AM
To: Biggs, Susan
Cc: Lanzo, Paul
Subject: RE: I-14-4193 - Atlas Engineering Group, Ltd. - SEPTEMBER Board - Certification/Disclosure Review, IPB# 22033894

Sue,

Disclosures are approved to move forward for the following:

- 1) Atlas Engineering Group, Ltd.

Thank you,

Mary Jo Ryan
Assistant to Sr. State Purchasing Officer
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515
Office: 630-241-6800 x 2644
Email: mjryan@getipass.com

From: Biggs, Susan
Sent: Wednesday, September 14, 2016 2:14 PM
To: Ryan, Mary Jo
Cc: Lanzo, Paul
Subject: I-14-4193 - Atlas Engineering Group, Ltd. - SEPTEMBER Board - Certification/Disclosure Review, IPB# 22033894

Mary Jo,

The following Financial Disclosure has been provided for your review and the Prime Consultant has been added to the spreadsheet.

I-14-4193 - Atlas Engineering Group, Ltd.

This is a September Board agenda item. PSB 14-1 – IBP Notice 22033894

Please note that Atlas Engineering Group is a partner in a joint venture with Gewalt Hamilton Associates, Inc. whose disclosures will be submitted separately.

Please let me know if you need any additional information.

Thanks,



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-14-4193

CONTRACTOR NAME: Atlas Engineering Group, Ltd.

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 statute 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 statute 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

Atlas Engineering Group, Ltd 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."
	NA
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.
	NA

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

Agreed:	Agreed: Illinois Tollway
By:	By:
Signed:	Signed:
Position:	Position:
Date:	Date:



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

Date: September 9, 2016

Project Number: I-14-4193

Project Name: I-90 at Roselle Rd., Interchange, (MP 65.5) Construction Management Services

DELINQUENT DEBT REVIEW

Sub Contractor/Consultant Disclosure.

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

If yes, you must identify below, to the extent the information is known, 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/
CONSULTANT**

Contractor/Consultant: Atlas Engineering Group, Ltd.

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: nhomedi@aegrouppltd.com

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

<u>Sub-Contractor(s)</u>	<u>Sub-Contractor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>

Signature: [REDACTED]

Date: September 9, 2016

Printed Name: Natalia N. Homedi, PE

**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: Atlas Engineering Group, Ltd.

Taxpayer Identification Number:

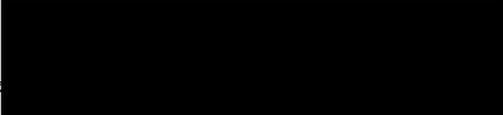
Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: 

Legal Status (check one):

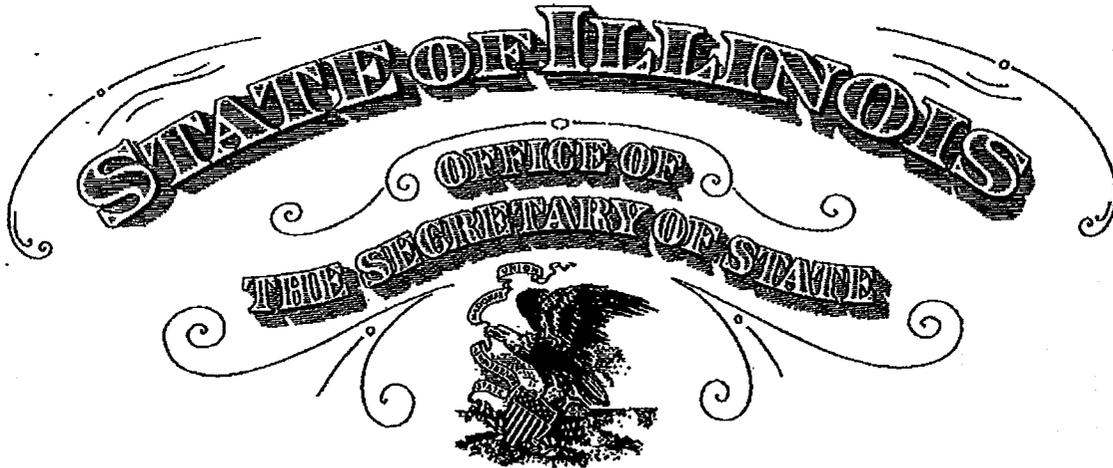
- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | (select applicable tax classification) |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: 

Date: September 9, 2016

File Number

6532-341-9



To all to whom these Presents Shall Come, Greeting:

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

ATLAS ENGINEERING GROUP, LTD., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JANUARY 11, 2007, 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.



Authentication #: 1815502022 verifiable until 08/03/2017
Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 3RD
day of JUNE A.D. 2016 .

Jesse White

SECRETARY OF STATE

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 18546

Atlas Engineering Group, Ltd.

3100 Dundee Road
Suite # 502
Northbrook IL 60062

Information for this business last updated on:

Monday, January 25, 2016

Certificate produced on Monday, January 25, 2016 at 12:01 PM



Vendor Registration: View Form

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

Atlas Engineering Group, LTD

System Vendor Number: 20091543

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Vendor Registration

Form Name	A - B. Business Information & Additional Information
Description	Complete section A and B, in order to submit this form.
Date Submitted	12/30/2015
Status	Accepted
Business Name	Atlas Engineering Group, LTD
Point of Contact	<u>Jane Kaihatsu</u>
Flag Form	<u>Add Flag</u>

A. Business Information

1. Your Business is Registering as a	Prime contractor and subcontractor	
2. Name of CEO/Business Owner	Natalia N. Homedi	
3. Annual sales/gross receipts	1,929,000	
4. When was your business established?	01/11/2007	
5. In what Illinois county(ies) are you conducting business?	The business conducts business statewide.	
6. Contact Person for this vendor registration	Natalia N. Homedi	
Contact Person Title	President	
Contact Person Phone	630-399-1052	
Contact Person Email	nhomedi@aegroupltd.com	

B. Additional Information

1. How did you learn about the Illinois Procurement Gateway?	Business Enterprise Program (BEP) / Veterans Business Program (VBP)	
	Small Business Set-Aside Program (SBSP)	
	Other	
	Illinois Tollway	

Additional Information

Staff Attached File(s)

[Attach File](#)

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Atlas Engineering Group, LTD

System Vendor Number: 20091543

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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	12/30/2015
Status	Accepted
Business Name	Atlas Engineering Group, LTD
Point of Contact	Jane Kaihatsu
Flag Form	Add Flag

C. Small Business Set-Aside Program

1. Would you like to apply for the Small Business Set-Aside Program?	Yes Retail/Service										
	<table border="1"> <thead> <tr> <th>Document</th> <th>Status</th> </tr> </thead> <tbody> <tr> <td>Required tax documents</td> <td rowspan="4">Attached by Jane Kaihatsu on 12/29/2015</td> </tr> <tr> <td>AEG Federal Tax (PDF)</td> </tr> <tr> <td>AEG State Tax (PDF)</td> </tr> <tr> <td>AEG State of IL Tax Return 2014 (PDF, 590.84 KB)</td> </tr> <tr> <td>AEG Federal Tax Return 2014 (PDF, 1.60 MB)</td> <td></td> </tr> </tbody> </table>	Document	Status	Required tax documents	Attached by Jane Kaihatsu on 12/29/2015	AEG Federal Tax (PDF)	AEG State Tax (PDF)	AEG State of IL Tax Return 2014 (PDF, 590.84 KB)	AEG Federal Tax Return 2014 (PDF, 1.60 MB)		
Document	Status										
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AEG Federal Tax (PDF)											
AEG State Tax (PDF)											
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Atlas Engineering Group, LTD

System Vendor Number: 20091543

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Vendor Registration

Form Name	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
Description	Complete section D and E, in order to submit this form.
Date Submitted	12/30/2015
Status	Accepted
Business Name	Atlas Engineering Group, LTD
Point of Contact	Jane Kaihatsu
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	21	
2. Select the DHR status of your business	My business had 15 or more employee at any time within the past year. 131166-00. Expiration Date: 08/15/2019	

E. Authorized to do Business in Illinois

1. Is your business registered and authorized to do business in Illinois?	Yes, registered and in good standing with the Illinois Secretary of State	
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Additional Information

Staff Attached File(s)

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General Info	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Atlas Engineering Group, LTD

System Vendor Number: 20091543

[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	12/30/2015
Status	Accepted
Business Name	Atlas Engineering Group, LTD
Point of Contact	Jane Kaihatsu
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. 70

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 70

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 70

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 70

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 70

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 70

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 70

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.

18546

Vendor Registration: View Form

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Atlas Engineering Group, LTD

System Vendor Number: 20091543

[Return to Main Form](#)

Vendor Registration

Form Name	H. Iran Disclosure
Description	Complete section H, in order to submit this form.
Date Submitted	12/30/2015
Status	Accepted
Business Name	Atlas Engineering Group, LTD
Point of Contact	<u>Jane Kaihatsu</u>
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? 10

No business operations to disclose.

Additional Information

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STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22033894 Procurement/Contract #: PSB 14-1, Item 8/ I-14-4193

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 #: 20091543 IPG Expiration Date: 1/04/2017

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
None	Click here to enter text.	Click here to enter text.

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

5. Disclosure of Current and Pending Contracts

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

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

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

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

6. Signature

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Atlas Engineering Group, Ltd.
Street Address: 3100 Dundee Rd., Suite # 502
City, State, Zip: Northbrook, IL 60062

Phone: 847-753-8020

Email: nhomedi@aegroupltd.com

Vendor Contact: Natalia N. Homedi, PE

Signature: 

Date: September 9, 2016

Printed Name: Natalia N. Homedi

Title: President

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

FORM B: ATTACHMENT FOR ATLAS ENGINEERING GROUP, LTD

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.

1 Yes 0 No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Tollway	I-90 at Roselle Road, Interchange, (MP 65.5). Construction Management Services	Contract negotiation	\$1,699,798	I-14-4193
Illinois Tollway	Construction Management Services Upon Request	In Close-out	\$2,500,000	RR13-9150
Illinois Tollway	DUR	In Progress	\$250,000	RR-13-5664
Illinois Tollway	Planning Upon Request	In Close-out	\$216,763	I-12-4060
IDOT	Phase I Various Traffic Count Data & Crash Reports	In Progress Joint Venture with GHA	\$1,000,000	P-91-117-14 / PTB 171, Item 5
IDOT	Phase II DUR	Subcontract In Progress	\$150,000	D-91-191-14/ PTB 171, Item 3
IDOT	Field Collection of Traffic Data	In Progress	\$1,500,000	HPR-66-001-16 / PTB 177, Item 16
IDOT	Various Routes District 1, Various Design Services, Phase II	Subcontract In Progress	\$46,000	D-91-128-12 / PTB 161, Item 8
IDOT	Various Traffic Signal Projects-SCAT	Subcontract In Progress	\$100,000	P-91-216-15/PTB 175, Item 03
IDOT	Project Support and Management	Subcontract In Progress	\$180,000	D-91-456-14/PTB 173, Item 20
CDOT	Survey Support & Construction Management	Subcontract In progress	\$82,000	Contract No 28476

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Atlas Engineering Group, LTD

System Vendor Number: 20091543

Vendor Registration

Name	State of Illinois Vendor Registration
Description	Register to do business with the State of Illinois
Date Submitted	12/30/2015
Status	Accepted
Reviewer	<u>Constance Ratliff</u>
Date Reviewed	1/5/2016
Public Review Comments	
Private Review Comments	
Expiration Date	1/4/2017
Flag Form	<u>Add Flag</u>

Settings

Small Business Set-Aside Program (SBSP) Registered	Yes
Registering as a	Prime & Subcontractor

Vendor Information

Business Name	Atlas Engineering Group, LTD
Primary Contact	<u>Jane Kaihatsu</u> (change contact)
Primary Contact Email	<u>jkaihatsu@aegroupltd.com</u>
Phone	847-753-8023
Fax	847-753-8023
Company Email	<u>nhomedi@aegroupltd.com</u>
Tax ID Number	
Company Type	Corporation
Address [edit address]	3100 Dundee Road Suite 502 Northbrook, IL 60062

[View Vendor Profile](#)

Current Vendor Certifications

No current applicable certifications.

Forms

View	Form Name	Flagged
<u>View</u>	A - B. Business Information & Additional Information	
<u>View</u>	C. Small Business Set-Aside Program	
<u>View</u>	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois	
<u>View</u>	F - G. Certifications & Board of Elections	
<u>View</u>	H. Iran Disclosure	

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Atlas Engineering Group, LTD

System Vendor Number: 20091543

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	12/30/2015
Status	Accepted
Business Name	Atlas Engineering Group, LTD
Point of Contact	<u>Jane Kaihatsu</u>
Flag Form	<u>Add Flag</u>

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.	Attached by Jane Kaihatsu on 12/29/2015
<u>IPG Percentage of Ownership & Dist Income form</u> (DOCX)	
<u>IPG Percentage of Ownership</u> (DOCX, 146.53 KB)	

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

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

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

Vendor Name: Atlas Engineering Group, Ltd.

DBA: NA

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
Natalia N. Homedi	[REDACTED]	60%	Click here to enter text.	Click here to enter text.	Click here to enter text.
Eyad Homedi	[REDACTED]	40%	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.					

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
- A. unless paragraph B. below applies,
 - 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 - 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 - 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 - 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

CNA75079XX (1-15)

Page 1 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: GEWALT HAMILTON ASSOCIATES, INC.

Policy No: 6043217108

Endorsement No: 3

Effective Date: 09/30/2016

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT

- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

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

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

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II - Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

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

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

B. Ball Bonds and Loss of Earnings

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

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

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

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

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

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

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

B. Transportation Expenses

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

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

C. Loss of Use Expenses

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

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

D. Hired "Autos"

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

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

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

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V, Paragraph C. is deleted and replaced by the following:

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

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Contract Information Sheet

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

Joint Venture
/ Team:

GHAAEG_JV

Lead Partner:

Gewalt Hamilton Associates, Inc.

2nd Partner:

Atlas Engineering Group, Ltd.

3rd Partner:

Contract Number:

I-14-4193

Proposal Date:

9/1/2016

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

EXHIBIT F

Contract No. I-14-4193

GHAEG_JV

SCOPE OF SERVICES

As stated in the SOI, Phase III Engineering Services for the proposed Roselle Road over the Jane Addams Memorial Tollway interchange in Cook County, Illinois are required. Works tasks will include on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders, complete and submit final measurements, calculations and final contract documents to the Cook County Highway Department (CCHD) and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with CCHD standards, specifications and requirements.

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

<p>1 <u>Wang Engineering</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 92,543.64</td></tr> <tr><td>Direct Costs</td><td>\$ 6,424.50</td></tr> <tr><td>Services by Others</td><td></td></tr> <tr><td>Additional Services **</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 98,968.14</td></tr> </table>	Direct Labor	\$ 92,543.64	Direct Costs	\$ 6,424.50	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 98,968.14	<p>6 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants:	\$ 98,968.14
TOTAL Additional Services DBE/MBE/WBE Subconsultants:	\$ -
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:	\$ 98,968.14
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):	5.89%
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):	5.89%

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)

<p>1 HDR Engineering</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>10,178.78</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>843.71</td></tr> <tr><td>Services by Others</td><td>\$</td><td>6,000.00</td></tr> <tr><td>Additional Services **</td><td></td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>17,022.49</td></tr> </table>	Direct Labor	\$	10,178.78	Direct Costs	\$	843.71	Services by Others	\$	6,000.00	Additional Services **			Total this Subconsultant (ULC)	\$	17,022.49	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 33,822.49

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 33,822.49

Contract Information Sheet

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

Consultant Name: Gewalt Hamilton Associates, Inc.

Contract Number: I-14-4193

Proposal Date: 9/1/2016

Exhibit Pointers Editable cells in each exhibit are underlined in red
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes
A full set of instructions to complete the exhibits is available on the Tollway's website

Contract No.: I-14-4193 Lead Partner: Gewalt Hamilton Associates, Inc.

Date: 9/1/2016

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 18 No. OF MONTHS
 SCHEDULED START DATE: 3/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
3/1/2017	12/31/2017	1/1/2018	8/31/2018	-	-	-
10.0	18.0	8.0	18.0	18.0	18.0	18.0
55.56% Factor First Period		44.44% Escalation Factor Second Period				Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
-	-	-	-	-	-	-
18.0	18.0	18.0	18.0	18.0	18.0	18.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		

The escalation factor for this project is: 100.00%

Contract No.: I-14-4193

Date: 9/1/2016

Consultant: Gewalt Hamilton Associates, Inc.

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

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

Total Estimated Work Hours: 6,088.00
Average Hourly Rate: \$41.68
Total Direct Labor: \$253,747.84

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	DIRECT COST		
							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	\$63.50	\$63.50	308.00			
No	Project Manager	\$40.00	\$70.00						
No	Senior Engineer/Planner	\$40.00	\$70.00						
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$43.15	\$43.15	3,650.00			
No	Staff Engineer/Planner	\$20.00	\$40.00						
No	Engineer /Accountant	\$20.00	\$60.00						
No	Senior Technical Specialist	\$25.00	\$60.00						
Yes	Technical Specialist	\$15.00	\$50.00	\$36.00	\$36.00	2,130.00	18.00	200.00	
No	Architect	\$30.00	\$70.00						
No	Really Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						
No	Admin/Clerical	\$8.25	\$40.00						
							Total Overtime Premium:	\$3,600.00	
							Total Estimated O/T Hours:	200.00	
							Average Premium O/T Hourly Rate:	\$18.00	

EXHIBIT "1"

Contract No.: I-14-4193 Consultant: Gewalt Hamilton 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/10157/2389762/12_LG_TOLLWAY_XX_ALLOWEDIRECTCOSTS_10012013.PDF

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

DIRECT COST CATEGORY

ARE Veh #2: 57 Weeks X 5 Days/Week X \$65/Day

Veh mo = \$18,525

MC Veh #3: 53 Weeks X 5 Days/Week X \$65/Day

Veh mo = \$17,225

Vehicles for FE and Surveyor:

(2) X 31 Weeks X 5 Days/Week X \$65/Day

Veh mo = \$20,150

Wetland Mitigation Purchase = \$30,000

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 85,900.00

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."**

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.: I-14-4193

Consultant: Gewalt Hamilton Associates, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Michael T. Shrake, PE

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Pawel (Paul) Basta, PE

Classification: Assistant Resident Engineer

Name: James E. Houston, IV, PE

Classification: Materials Coordinator

Name: _____

Classification: _____

Name: _____

Classification: _____

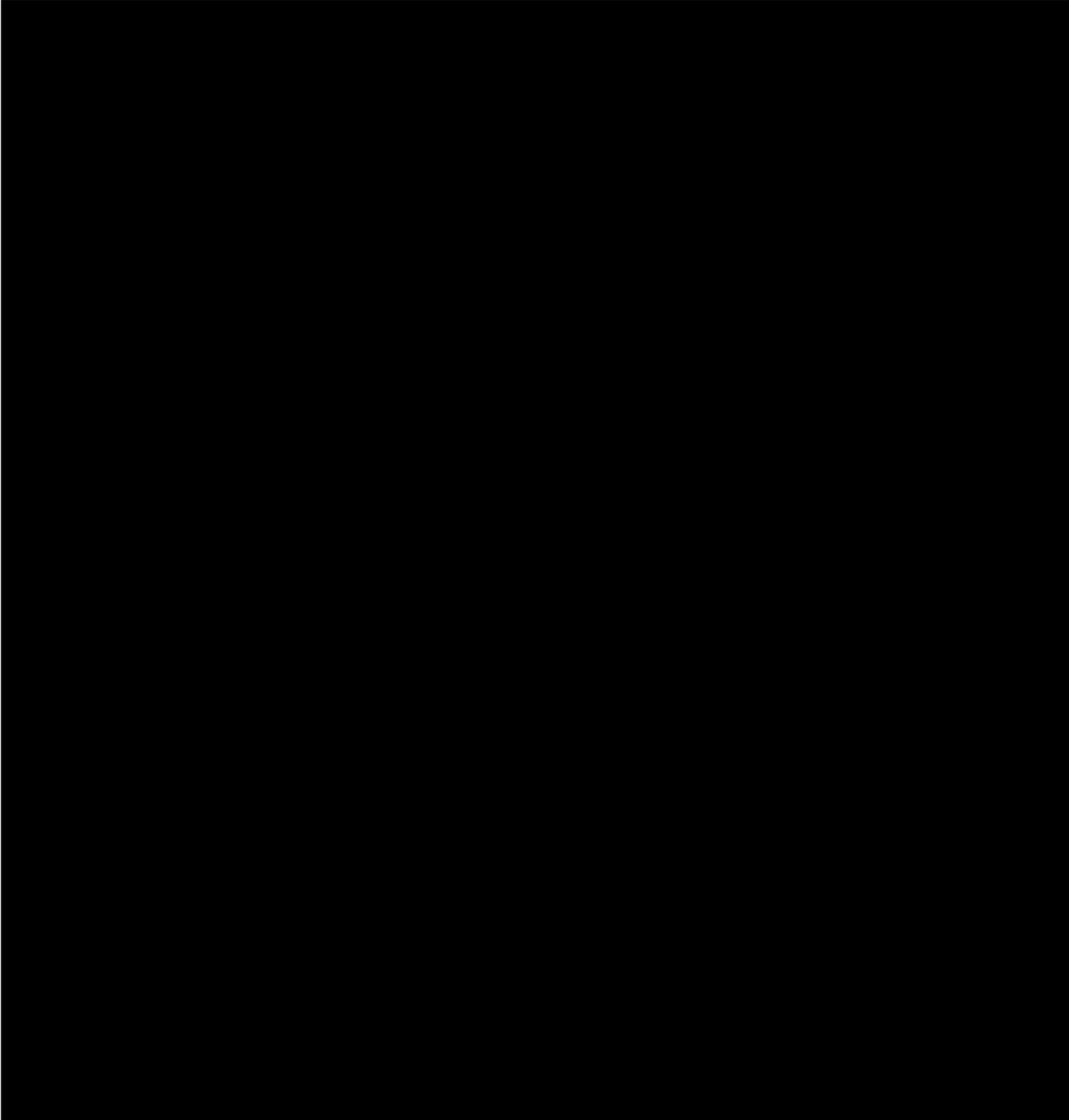
Michael T. Shrake, P.E.

Vice President/Director of Construction & Survey Division

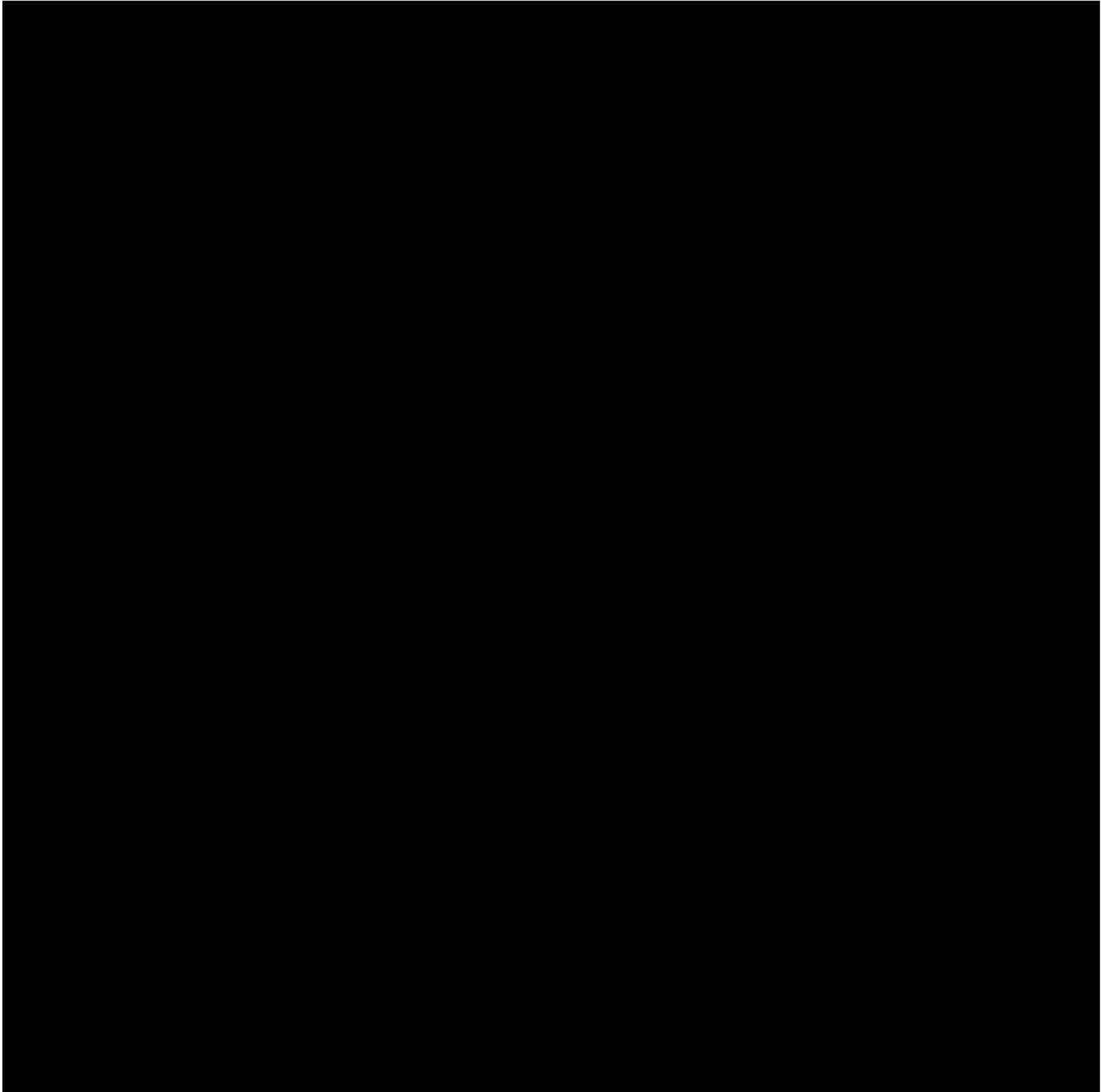
625 Forest Edge Drive, Vernon Hills, IL 60061

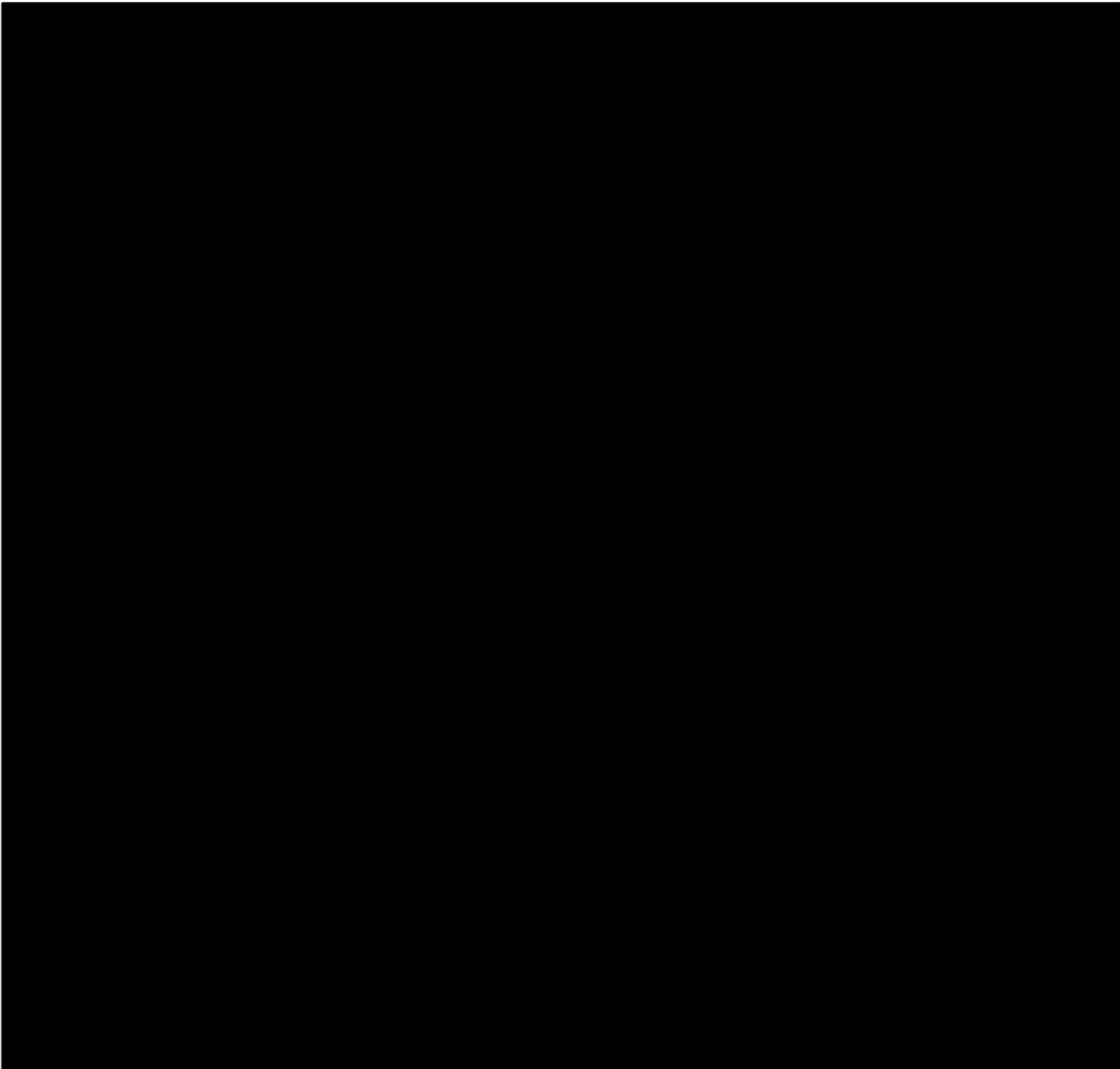
TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com



Pawel (Paul) Basta, P.E.
Civil Engineer





James E. Houston, IV, P.E.
Civil Engineer

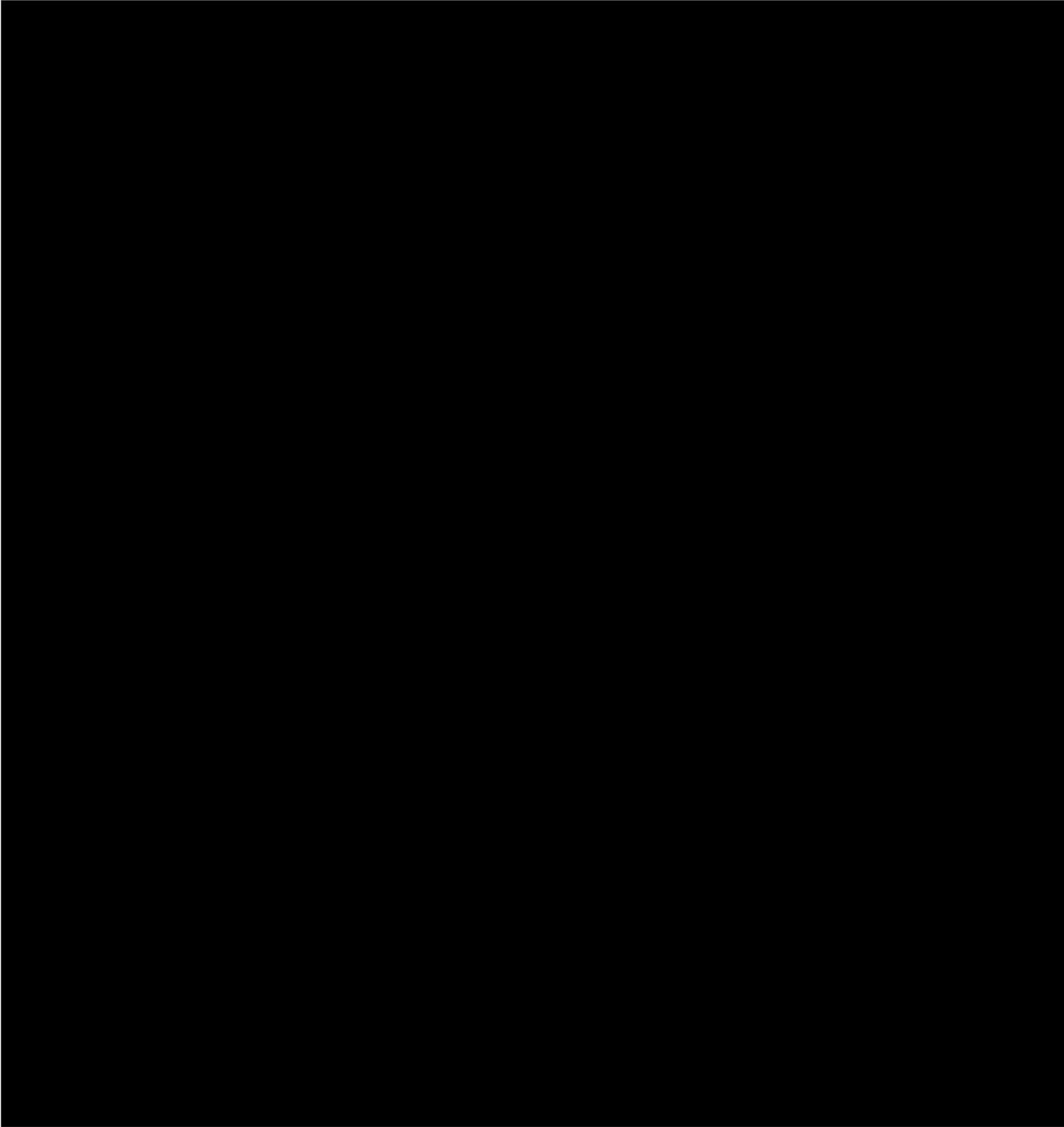


EXHIBIT F

Contract No. I-14-4193

Gewalt Hamilton Associates, Inc.

SCOPE OF SERVICES

As stated in the SOI, Phase III Engineering Services for the proposed Roselle Road over the Jane Addams Memorial Tollway interchange in Cook County, Illinois are required. Works tasks will include on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders, complete and submit final measurements, calculations and final contract documents to the Cook County Department of Transportation and Highways (CCDOH) and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with CCDOH standards, specifications and requirements.

EXHIBIT G

Contract No. I-14-4193

Gewalt Hamilton 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
C-91-170-16	Phase III Beck Road, Lindenhurst	\$450,881.61	\$392,971.70	5/1/2017
Village of Mundelein	Phase III 60/83 @ Rte 176	\$417,633.00	\$139,451.85	11/1/2016
C-91-323-15	Phase III North Avenue	\$304,929.75	\$288,411.48	5/1/2017
HPR-66-001-16-PTB177, Item 16	Field Collection of Traffic Data	\$1,530,000.00	\$1,124,904.80	10/1/2017

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

<p>1 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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	<table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-
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** 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: Atlas Engineering Group, Ltd.

Contract Number: I-14-4193

Proposal Date: 9/1/2016

Exhibit Pointers: Editable cells in each exhibit are underlined in red
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes
A full set of instructions to complete the exhibits is available on the Tollway's website

Contract No.: I-14-4193 Consultant: Atlas Engineering Group, Ltd.

Date: 9/1/2016

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 18 No. OF MONTHS
 SCHEDULED START DATE: 3/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
3/1/2017	12/31/2017	1/1/2018	-	-	-
10.0	8.0	18.0	18.0	18.0	18.0
55.56% Escalation Factor First Period	44.44% Escalation Factor Second Period				Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date
-	-	-	-	-	-
18.0	18.0	18.0	18.0	18.0	18.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	

The escalation factor for this project is: 100.00%

Contract No.: I-14-4193

Consultant: Atlas Engineering Group, Ltd.

Date: 9/1/2016

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

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST	
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)	OVERTIME PREMIUM				
							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				Total Estimated O/T Hours:				
No	Project Manager	\$40.00	\$70.00	\$63.50	\$63.50	36.00	Average Premium O/T Hourly Rate:				
No	Senior Engineer/Planner	\$40.00	\$70.00	\$60.00	\$60.00	2,540.00	Total Overtime Premium:				
No	Resident Engineer	\$40.00	\$70.00	\$60.00	\$60.00						
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								
Yes	Technical Specialist	\$15.00	\$50.00	\$36.00	\$36.00	2,620.00					
No	Architect	\$30.00	\$70.00								
No	Reality Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
No	Admin/Clerical	\$8.25	\$40.00								

EXHIBIT "1"

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.: I-14-4193

Consultant: Atlas Engineering Group, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Natalia N. Homedi, PE

Project Engineer: _____

Resident Engineer: Syed I. Ahmed

Documentation Engineer: Blake Steffens, FE

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Yemi Oyewole, PE

Classification: Project Manager

Name: _____

Classification: _____

Name: _____

Classification: _____

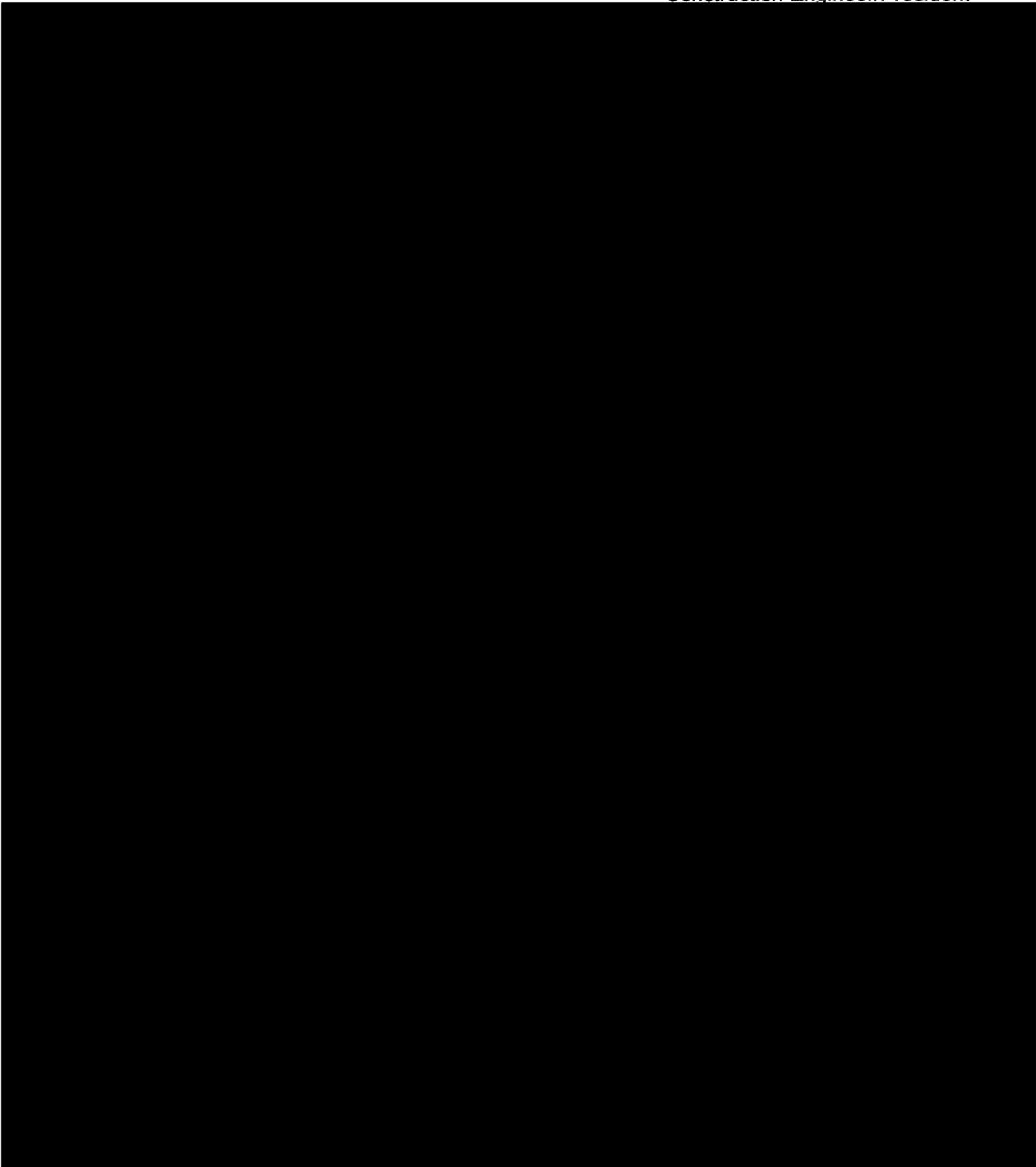
Name: _____

Classification: _____



Atlas Engineering Group, Ltd.

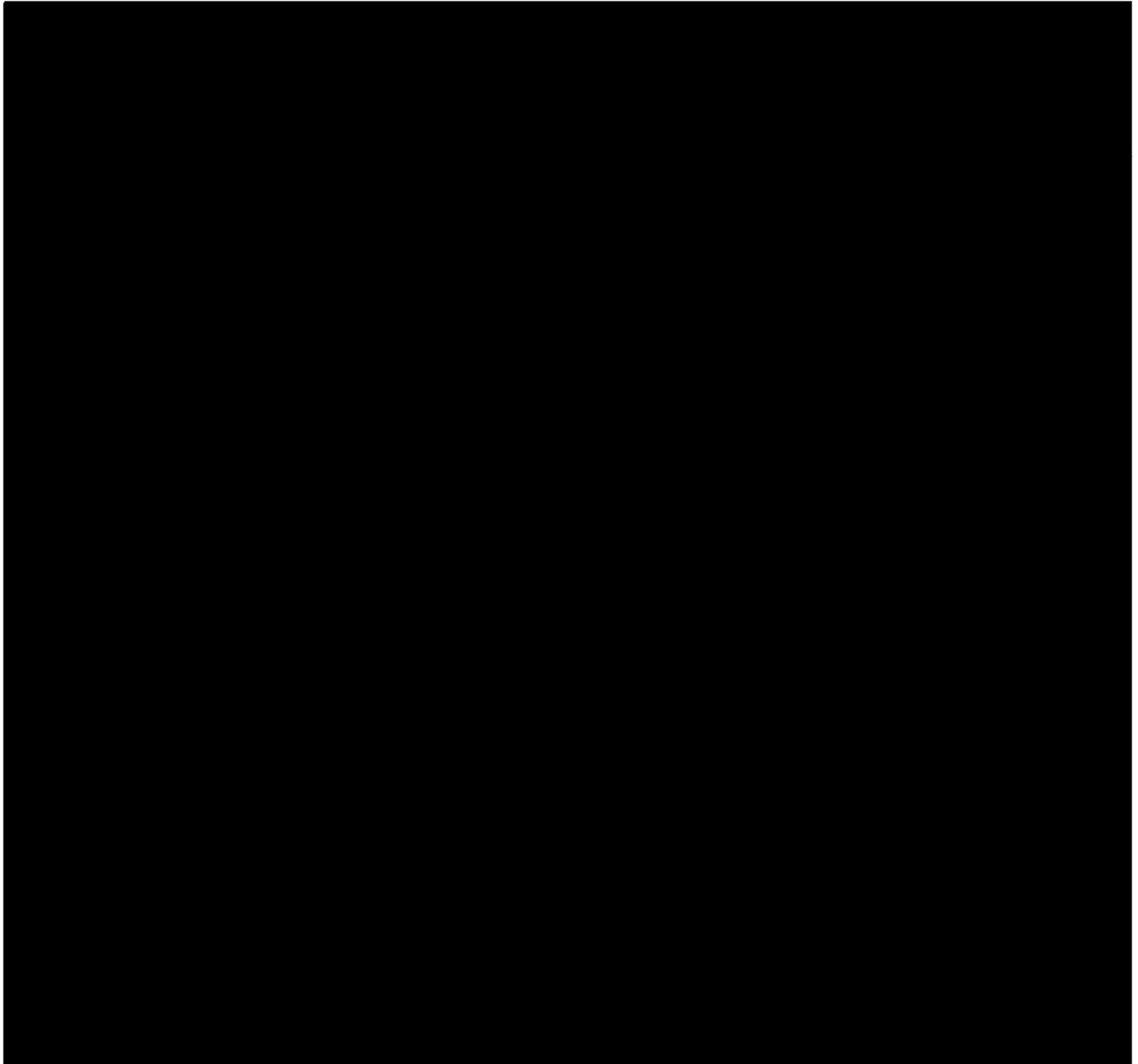
*Natalia N. Homedi, P.E.
Construction Engineer/President*

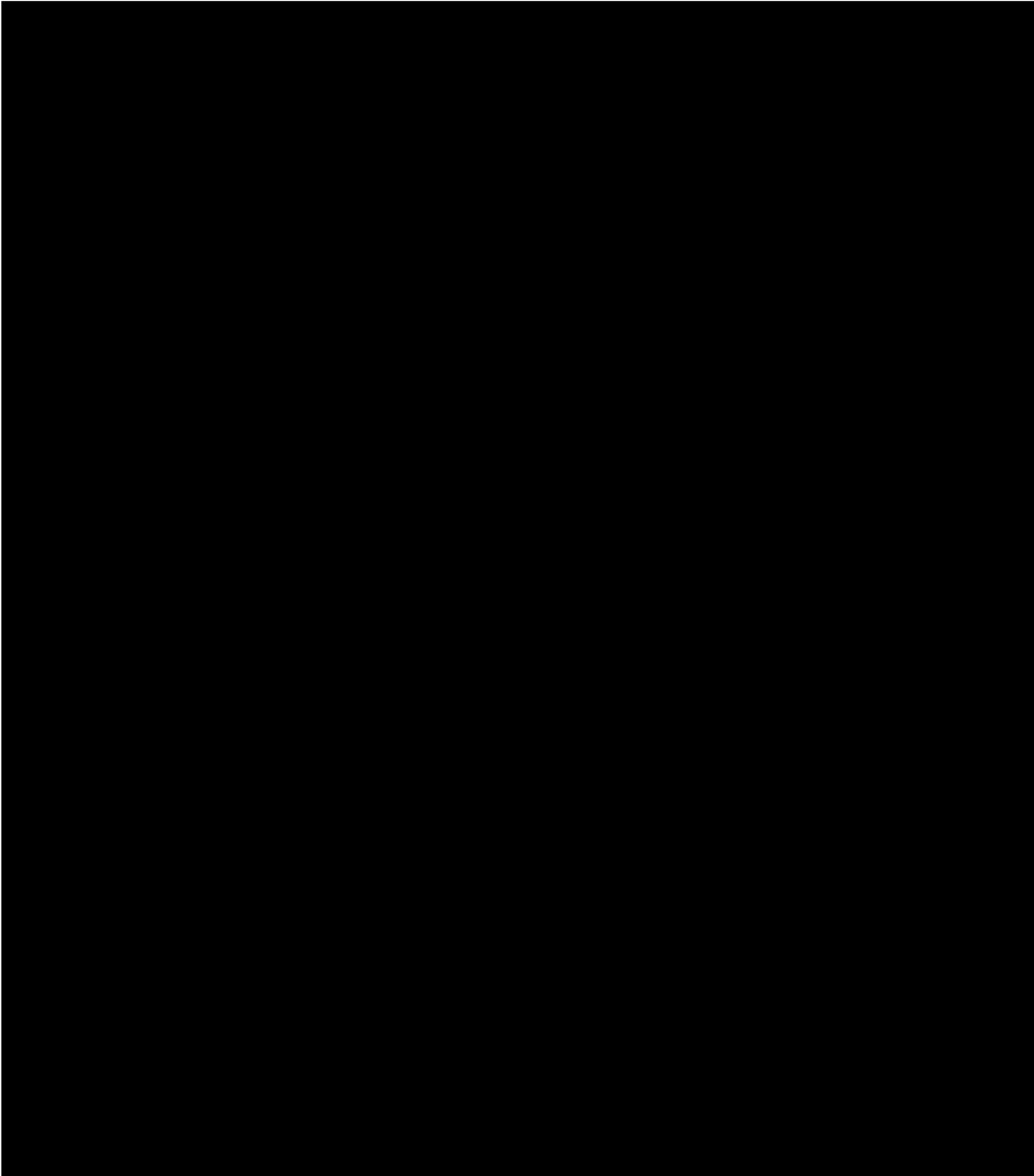




Atlas Engineering Group, Ltd.

Natalia N. Homedi, P.E.
Construction Engineer/President

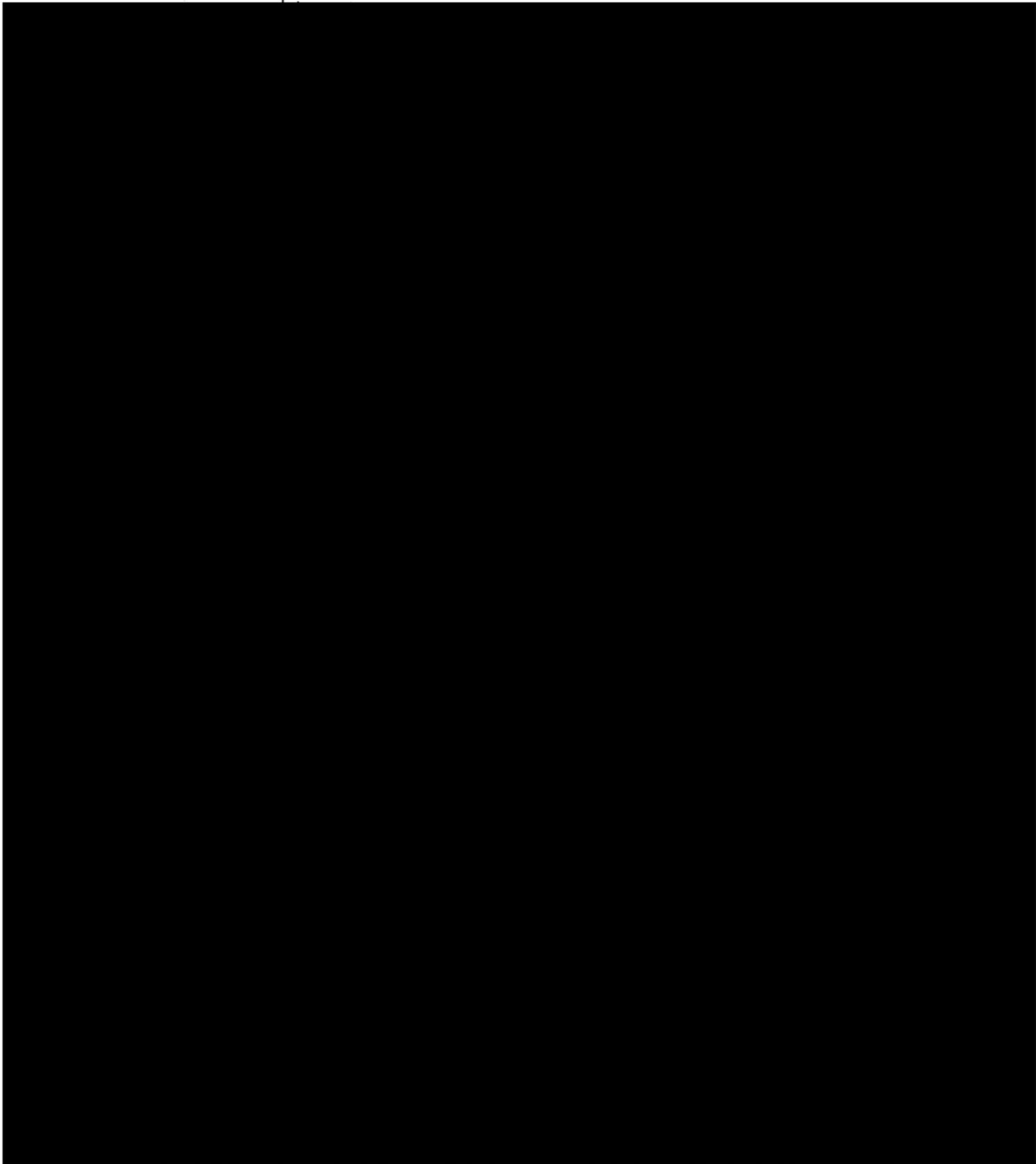






Atlas Engineering Group, Ltd.

Syed I. Ahmed
Senior Resident Engineer / Project Manager

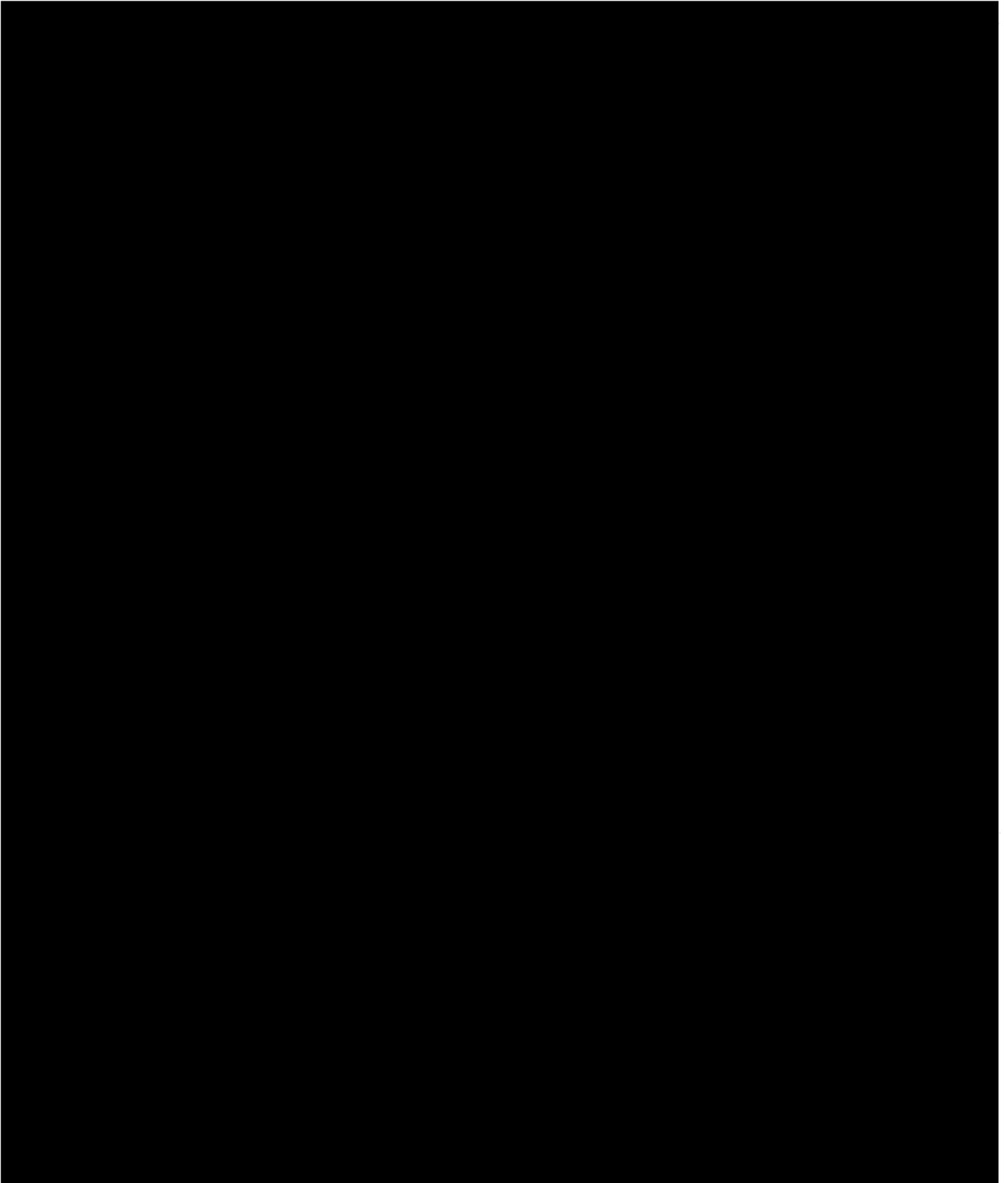


3150 Dundee Road, Suite 302, Northbrook, IL 60062 • Phone (847) 753-8020 • Fax (847) 753-8028 • www.aegroup Ltd.com



Atlas Engineering Group, Ltd.

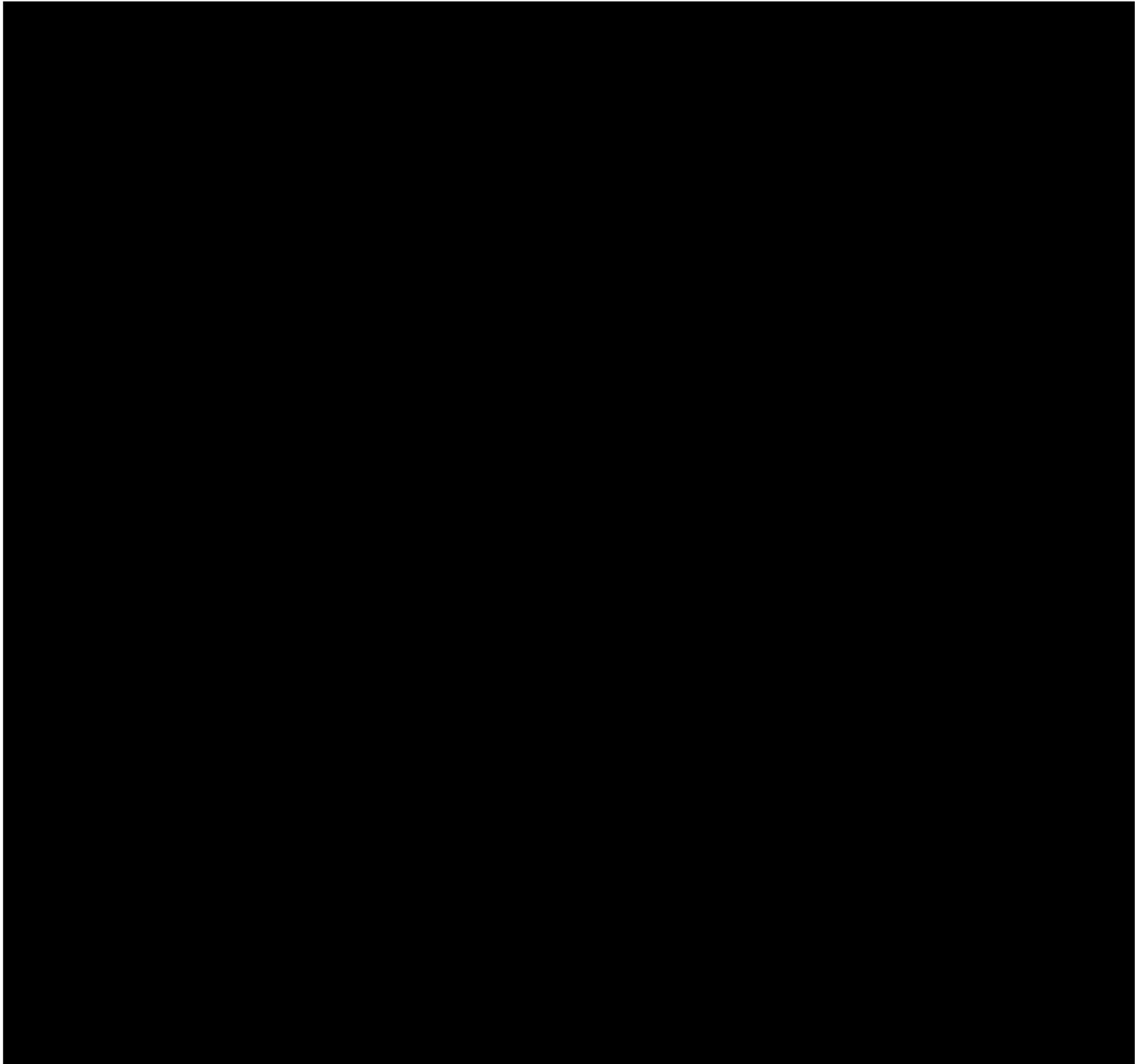
*Blake Steffens, EIT
Construction Inspector/Transportation Engineer*

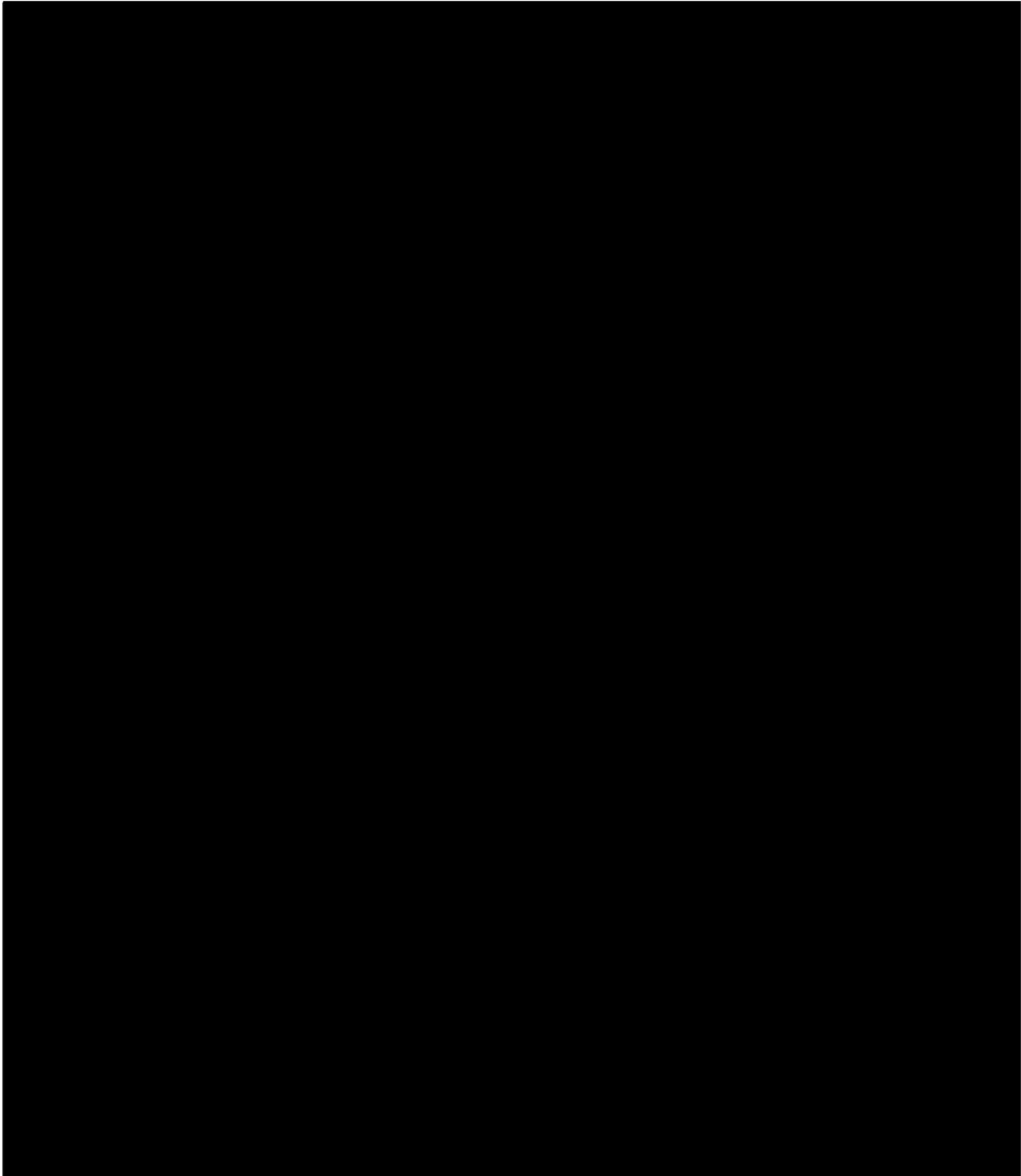




Atlas Engineering Group, Ltd.

*Blake Steffens, EIT
Construction Inspector/Transportation Engineer*





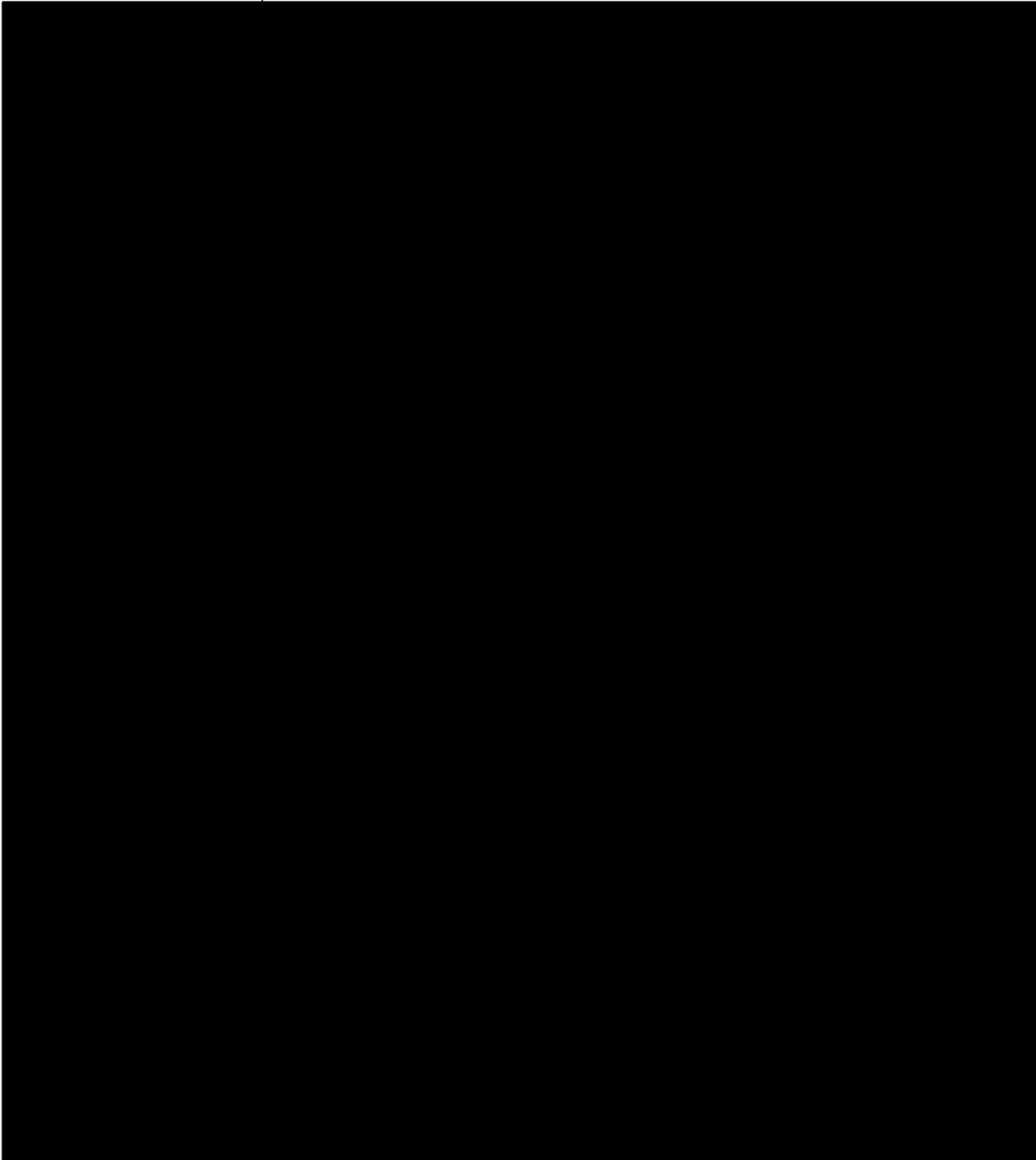


EXHIBIT F

Contract No. I-14-4193

Atlas Engineering Group, Ltd.

SCOPE OF SERVICES

As stated in the SOI, Phase III Engineering Services for the proposed Roseile Road over the Jane Addams Memorial Tollway interchange in Cook County, Illinois are required. Works tasks will include on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders , complete and submit final measurements, calculations and final contract documents to the Cook County Department of Transportation and Highways (CCDOH) and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with CCDOH standards, specifications and requirements.

EXHIBIT G

Contract No. I-14-4193

Atlas Engineering Group, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
HPR-66-001-16/PTB177, Item 16	Field Collection of Traffic Data	\$1,530,000.00	\$1,124,904.80	10/1/2017
PTB-176-9; C-91-123-15	I-55 (Stevenson Expressway); I-94 (Dan Ryan Expressway) to US 41 (Lake Shore Drive) Inbound Bridges	\$251,018.10	\$114,045.31	10/1/2017
PTB-156-01; C-91-572-10	US 45 LaGrange Road Phase III Construction 131st Street to 179th Street	\$281,154.00	\$168,901.00	10/1/2017
MoWM Projec #6924	Task Order Request #115 - 53rd Street; S Pulaski Road to S Millard Avenue	\$124,328.55	\$122,681.55	8/1/2016
CDOT/STV	Canal Street Viaduct; Madison Street to Adams Street	\$52,756.38	\$52,756.38	8/1/2017

Contract No.: 1-14-4193

Consultant: Atlas Engineering Group, Ltd.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

5	_____		
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10	_____		
	Direct Labor		
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	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 5%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> </table>	Direct Labor	\$	-		Direct Costs	\$	-		Services by Others				Additional Services **				Total this Subconsultant (ULC)	\$	-			<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> </table>	Direct Labor				Direct Costs	\$	-		Services by Others				Additional Services **				Total this Subconsultant (ULC)	\$	-		
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4	<table border="0" style="width: 100%;"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> </table>	Direct Labor	\$	-		Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		Total this Subconsultant (ULC)	\$	-			<table border="0" style="width: 100%;"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> </table>	Direct Labor	\$	-		Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		Total this Subconsultant (ULC)	\$	-		
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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: Aqua Vitae Engineering, LLC

Contract Number: I-14-4193

Proposal Date: 9/1/2016

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: I-14-4193

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												Grand Total Exhibit A Hours	TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	120		
Erosion Control Inspections			7	7	7	7	7	7	7	7	7	7	7	7	70
TOTALS			7	7	7	7	7	7	7	7	7	7	7	7	70

Contract Number: I-14-4193

Consultant: Aqua Vitae 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	
Erosion Control Inspections	4	4	7	7	7	7	7	7					50
TOTALS	4	4	7	7	7	7	7	7					50

Contract No.: I-14-4193

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\frac{120.00}{\text{(Total Work Hours from Exhibit C-2)}} \times \$ \frac{50.00}{\text{(Average Hourly Rate from Exhibit C-2)}} = \text{TOTAL DIRECT SALARY } \$ \underline{6,000.00}$$

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 \$ 16,800.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
 (For Prime Consultant listed above.)

TOTAL DIRECT COSTS _____

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)

\$ 16,800.00

Contract No.: I-14-4193

Consultant: Agua Vitae Engineering, LLC

Date: 9/1/2016

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 18 No. OF MONTHS

SCHEDULED START DATE: 3/1/2017

RAISE DATE: 1/1/2018

PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

3/1/2017 - 12/31/2017	1/1/2018 - 8/31/2018			
Date Date	Date Date	Date Date	Date Date	Date Date
10.0	8.0			
18.0	18.0	18.0	18.0	18.0
55.56%	44.44%			
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
18.0	18.0	18.0	18.0	18.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-14-4193

Consultant: Aqua Vitae Engineering, LLC

Date: 9/1/2016

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

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST		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)	Total Estimated Work Hours:		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	
							Total Estimated Work Hours:	Total Direct Labor	Average Premium Overtime Hourly Rate:	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$50.00	\$50.00	120.00				
No	Project Manager	\$40.00	\$70.00							
No	Senior Engineer/Planner	\$40.00	\$70.00							
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							
							Total Estimated Work Hours:	120.00	Total Overtime Premium:	
							Average Hourly Rate:	\$50.00	Average Premium Overtime Hourly Rate:	
							Total Direct Labor	\$6,000.00	Escalated Average Premium Overtime Hourly Rate:	

EXHIBIT "1"

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.: I-14-4193

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Gary D. Paradoski, P.E.

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____



Aqua Vitae

CONTACT:

Gary D. Paradoski, PE, CPESC

Aqua Vitae

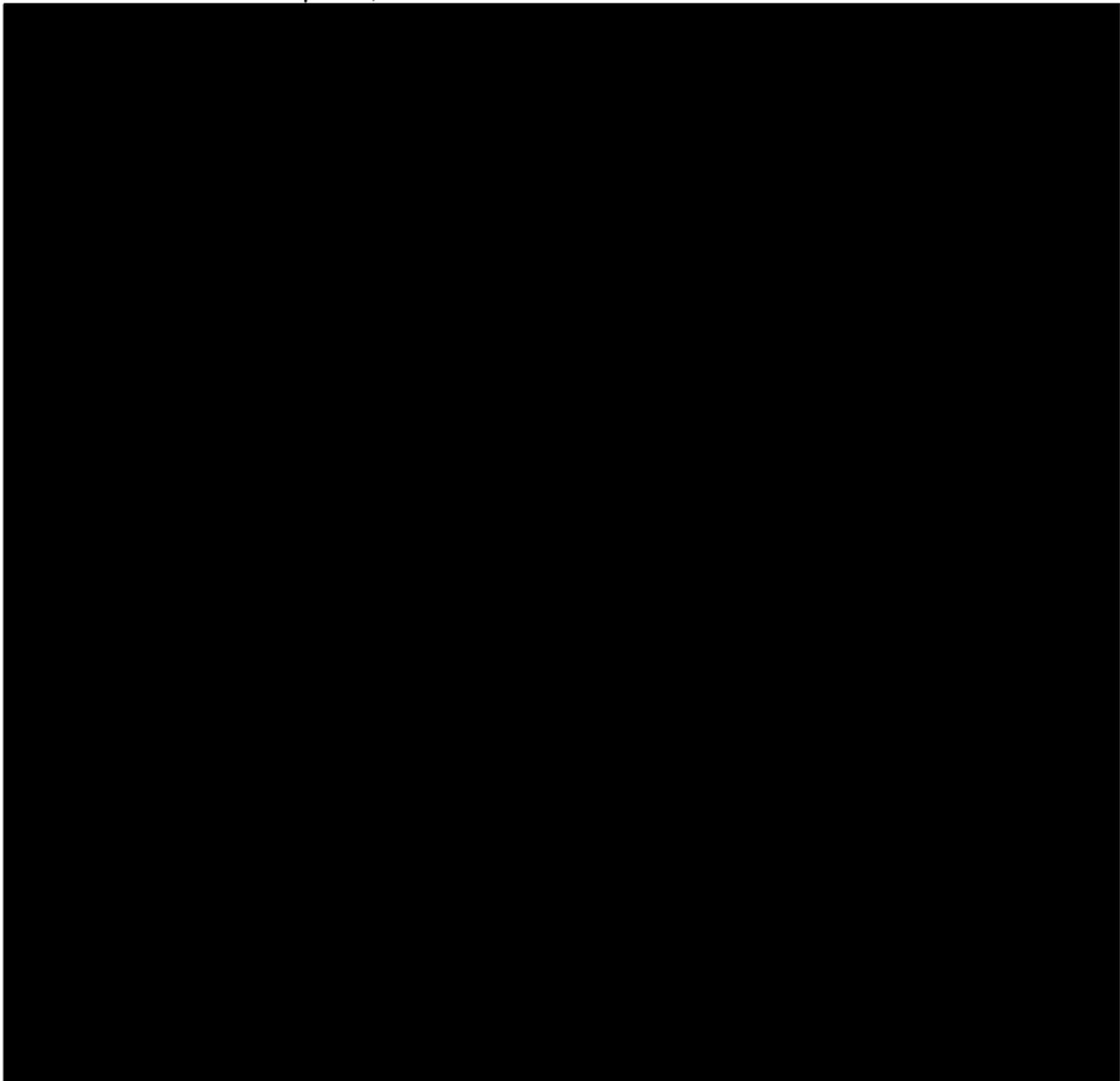


EXHIBIT F

Contract No. I-14-4193

Aqua Vitae Engineering, LLC

SCOPE OF SERVICES

As stated in the SOI, Phase III Engineering Services for the proposed Roselle Road over the Jane Addams Memorial Tollway interchange in Cook County, Illinois are required. Works tasks will include on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders, complete and submit final measurements, calculations and final contract documents to the Tollway and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications.

Aqua Vitae's role shall be to perform Erosion & Sediment Control inspections.

EXHIBIT G**Contract No. I-14-4193****Aqua Vitae 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
C-91-010-16	Milburn Bypass (US 45) Phase III: Erosion & Sediment Control and USACE 404 field inspections and reporting.	\$49,730.73	\$49,730.73	5/31/2019
I-16-4249	I-90 and Systemwide Construction Management Services Upon Request. Environmental Inspector for erosion and sediment control, NPDES, IEPA, USACE, IDNR, and local storm sewer permits who has the experience to evaluate and recommend corrective actions in the field.	\$30,000.00	\$30,000.00	12/31/2018
I-16-4257	Erosion and Landscaping field inspection, note preparation, design and quantity calculations. Attend INVEST meetings.	\$50,000.00	\$50,000.00	7/31/2021
RR-16-4253		\$36,268.58	\$36,268.58	3/31/2018
C-91-324-16	SWPPP review, ESC Field Meetings, Erosion & Sediment Control and USACE 404 Reporting for IDOT let projects throughout District 1.	Approx. \$120,000	Appr. \$120,000	3/31/2020
C-91-007-14	SWPPP review, ESC Field Meetings, Erosion & Sediment Control and USACE 404 Reporting for IDOT let projects throughout District 1.	Time & Materials	Approx. \$30,000	3/31/2017
	Various storm water management permits for a private property management co.	Time & Materials	Approx. \$10,000	7/31/2017
	Various urban infill land redevelopment projects: Storm water management and Best Management Practices (BMPs) design and specifications.	Time & Materials	Approx. \$25,000	5/31/2017
	Various greenfield residential land development projects: Storm water management and Best Management Practices (BMPs) design and specs.	Time & Materials	Approx. \$20,000	11/1/2017

Contract No.: I-14-4193

Consultant: Aqua Vitae 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	_____		
	Direct Labor	_____	
	Direct Costs	_____	
	Services by Others	_____	
	Additional Services **	_____	
	Total this Subconsultant (ULC)	\$ _____	-

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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)	\$ _____ -

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Wang Engineering, Inc.

Contract Number: I-14-4193

Proposal Date: 9/1/2016

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 Tollways website.

Contract No.: I-14-4193

Consultant: Wang Engineering, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} \underline{870.00} \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ \quad 37.99 \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \quad \underline{33,051.30}$$

Multiplier to be used on this project:

Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

$$\text{DIRECT REGULAR SALARY TIMES MULTIPLIER } \$ \quad \underline{92,543.64}$$

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

$$\text{TOTAL DIRECT COSTS } \$ \quad \underline{6,424.50}$$

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)) \$ _____

$$\text{TOTAL SERVICES BY OTHERS } \$ \quad \underline{\hspace{2cm}}$$

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

$$\text{TOTAL ADDITIONAL SERVICES } \$ \quad \underline{\hspace{2cm}}$$

(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

$$\text{TOTAL } \$ \quad \underline{\underline{98,968.14}}$$

Contract No.: I-14-4193

Consultant: Wang Engineering, Inc.

Date: 9/1/2016

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 14 No. OF MONTHS
SCHEDULED START DATE: 4/1/2017
RAISE DATE: 1/1/2018
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date	Date
4/1/2017	12/31/2017	1/1/2018	5/31/2018				
9.0	5.0	14.0	14.0	14.0	14.0	14.0	14.0
64.29%	35.71%						
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
14.0	14.0	14.0	14.0	14.0	14.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	

The escalation factor for this project is: 100.00%

Contract No.: I-14-4193

Consultant: Wang Engineering, Inc.

Date: 9/1/2016

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM		
						Total Estimated Work Hours:	870.00	Total Estimated O/T Hours:	30.00
						Average Hourly Rate:	\$37.99	Average Premium O/T Hourly Rate:	\$19.15
						Total Direct Labor	\$33,051.30	Total Overtime Premium:	\$574.50
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	\$60.48	\$60.48	40.00			
No	Senior Engineer/Planner	\$40.00	\$70.00	\$61.71	\$61.71	4.00			
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$35.71	\$35.71	25.00			
No	Staff Engineer/Planner	\$20.00	\$40.00	\$25.00	\$25.00	22.00			
No	Engineer /Accountant	\$20.00	\$60.00						
Yes	Senior Technical Specialist	\$25.00	\$60.00	\$38.29	\$38.29	720.00	19.15	30.00	
No	Technical Specialist	\$15.00	\$50.00	\$23.28	\$23.28	59.00			
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.: I-14-4193

Consultant: Wang Engineering, Inc.

Date: 9/1/2016

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	Gregory L. Syfert	\$40 - \$70
Senior Engineer/Planner	Senior Engineer	Liviu Iordache	\$40 - \$70
	Senior Engineer	Mohammed Kothawala	
	Senior Engineer	Mickey Snider	
	Senior Engineer	Metin Seyhun	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Ravi Gorlagunta	\$25 - \$60
	Project Engineer	Cornelia Marin	
Staff Engineer/Planner	Assistant Engineer	Sai Ramanujam	\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Materials Tester, IUOE Local 150	Koshykunju Jacob	\$25 - \$60
	Materials Tester, IUOE Local 150	Hameeduddin Mahmood	
	Materials Tester, IUOE Local 150	Tayeb Farez	
	Materials Tester, IUOE Local 150	Samir Ghanma	
Technical Specialist	Laboratory Technician	Corina Iordache	\$15 - \$50
	Laboratory Technician	Asifuddin Mohammed	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: I-14-4193

Consultant: Wang Engineering, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Gregory L. Syfert

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Koshykunju Jacob

Classification: Materials Tester, IUOE Local 150

Name: Tayeb Farez

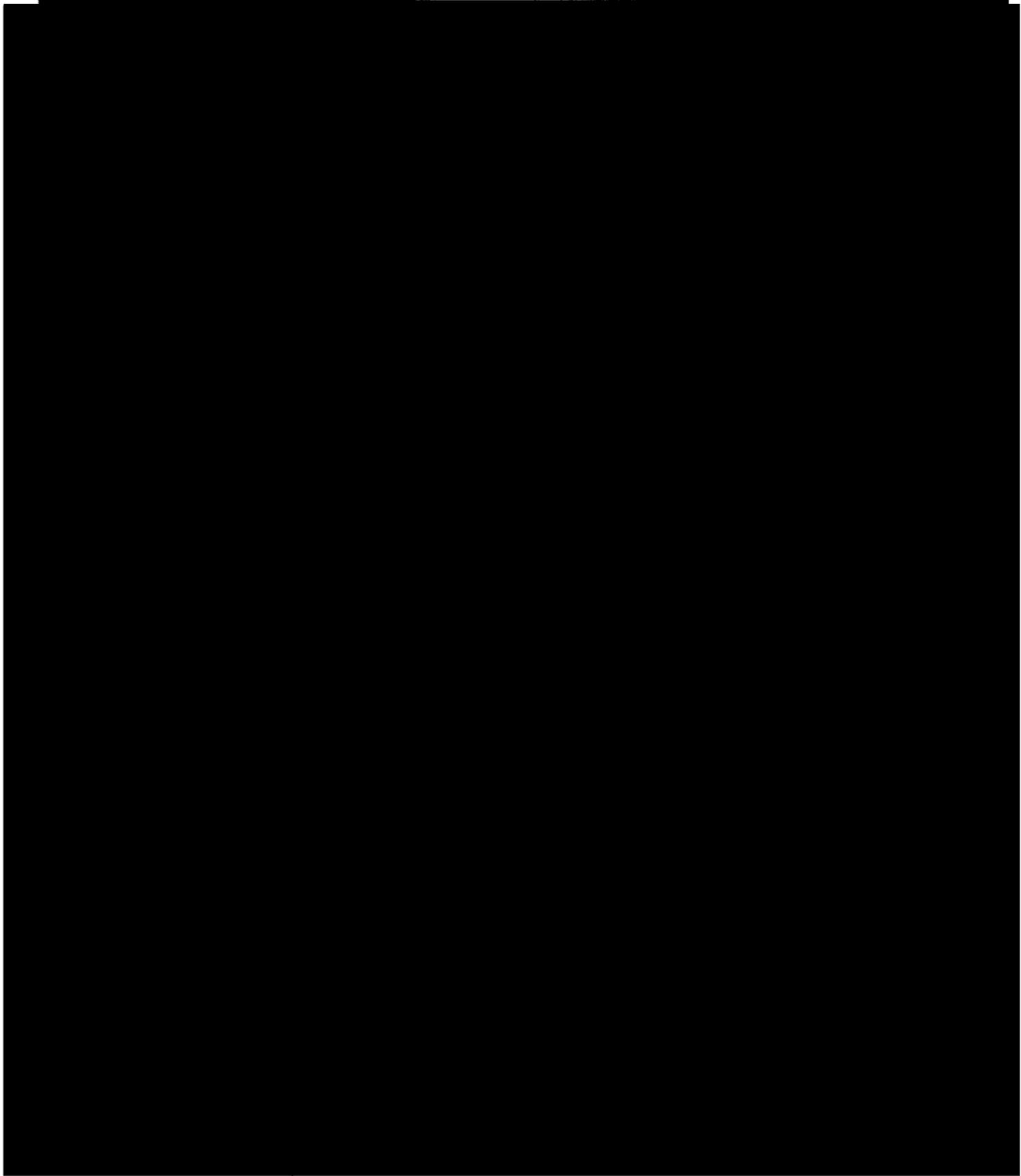
Classification: Materials Tester, IUOE Local 150

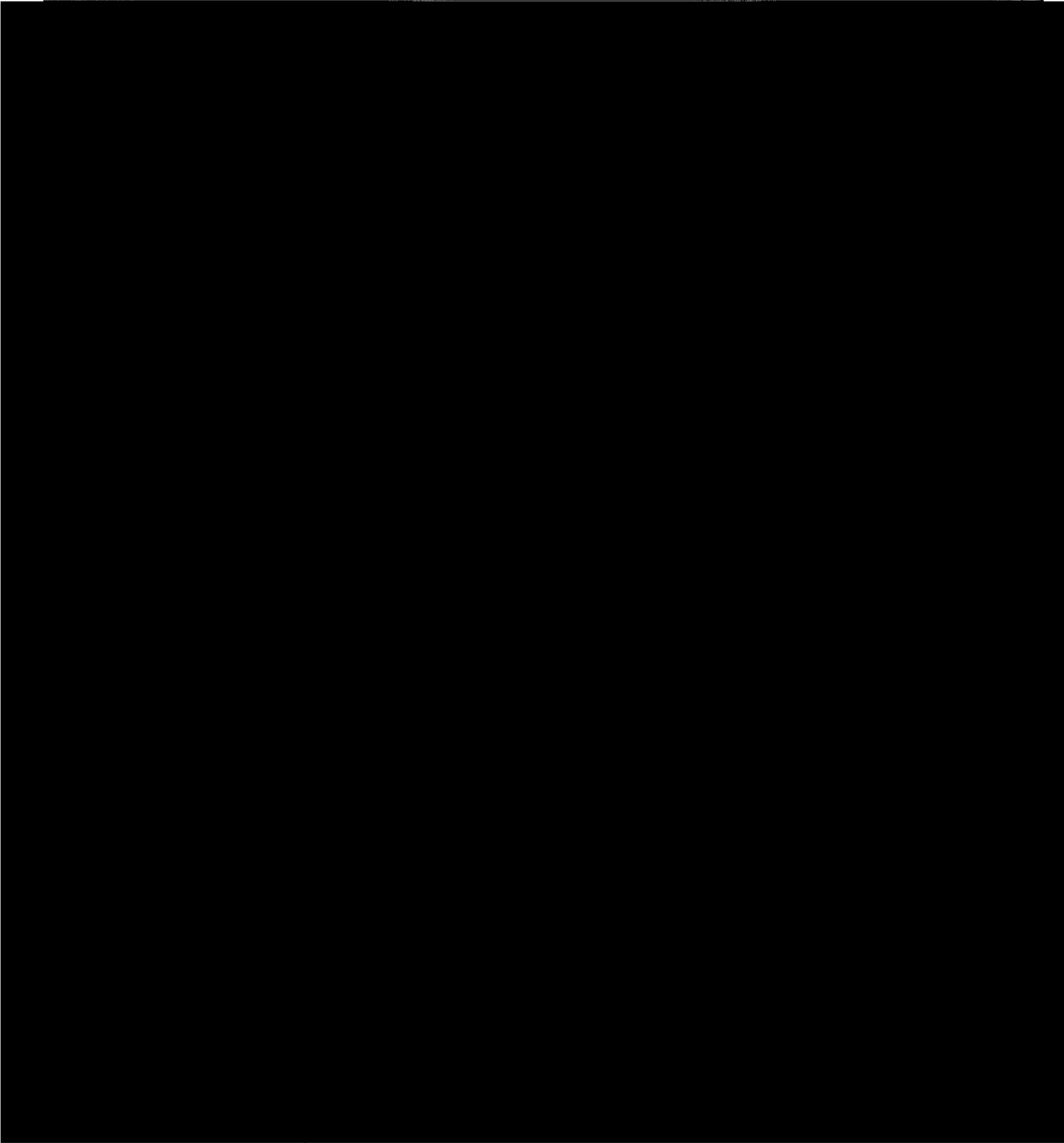
Name: _____

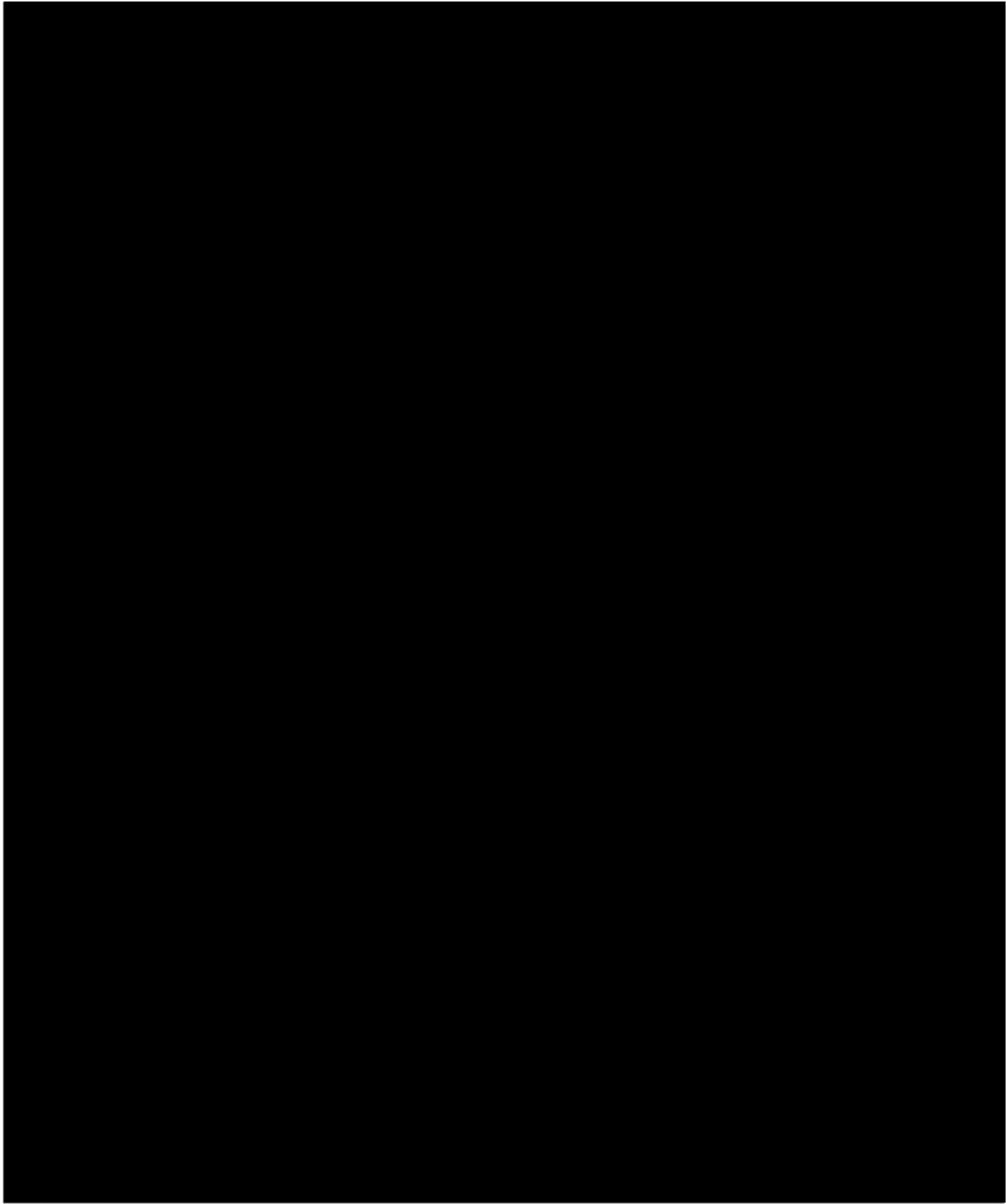
Classification: _____

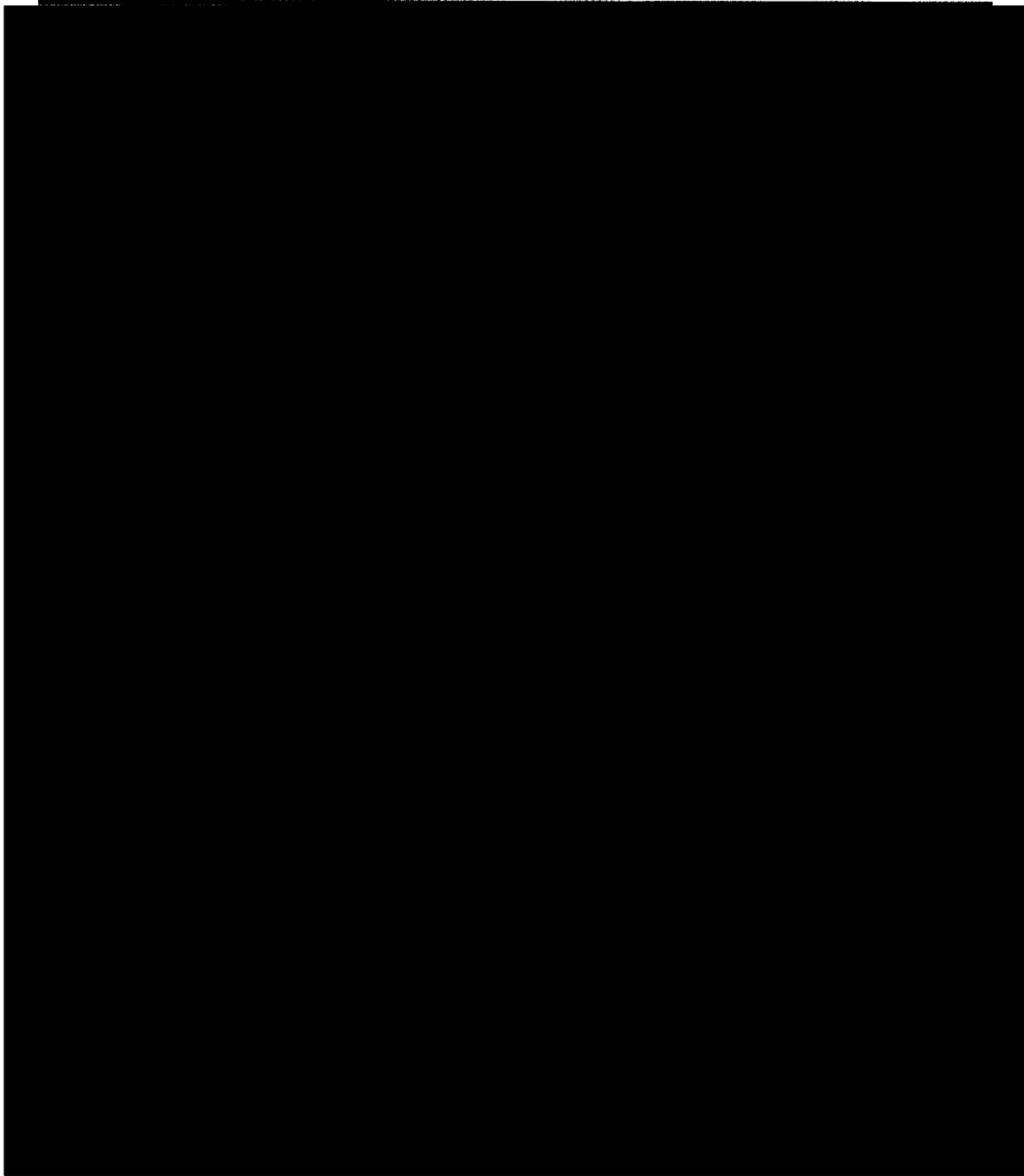
Name: _____

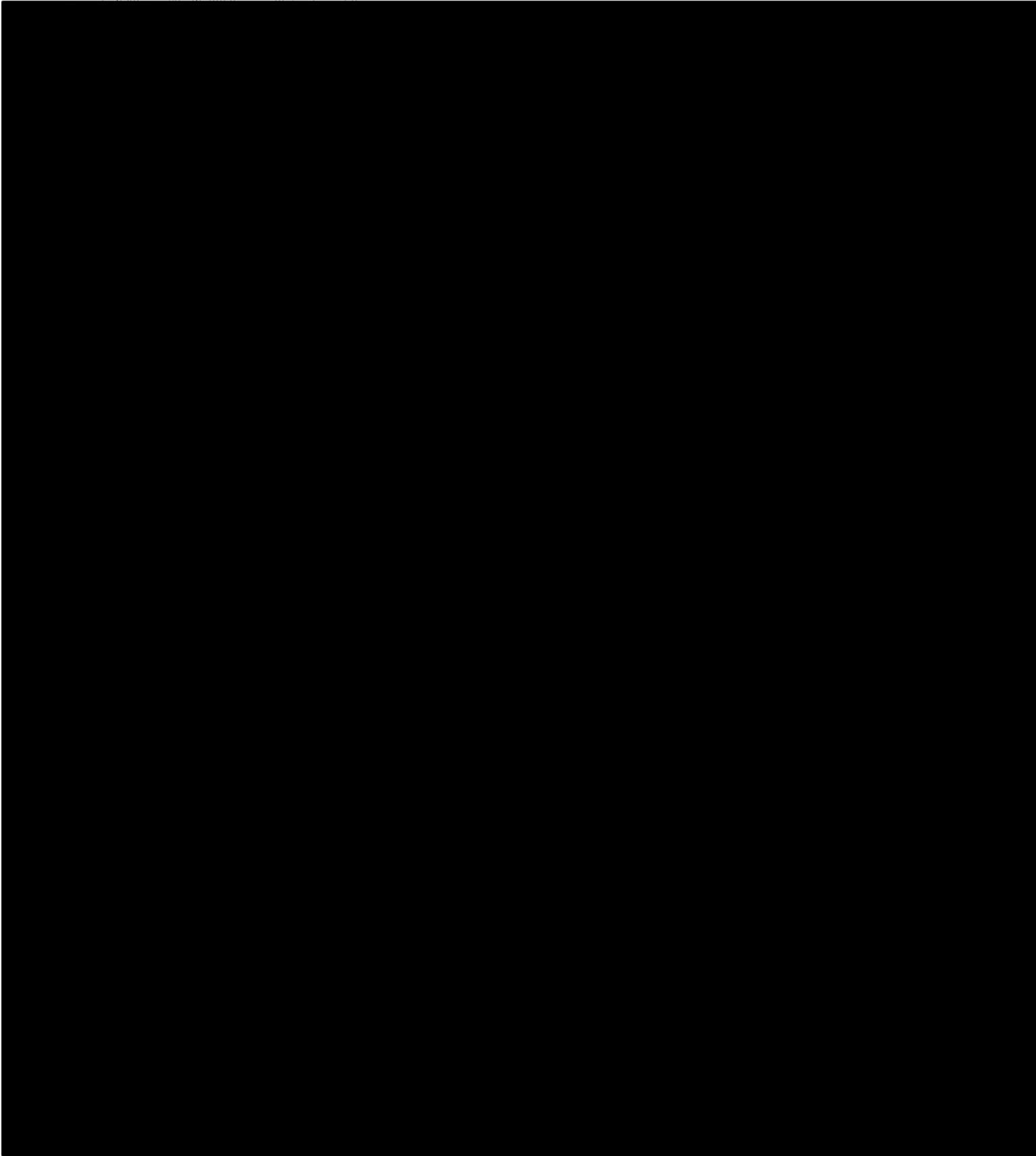
Classification: _____











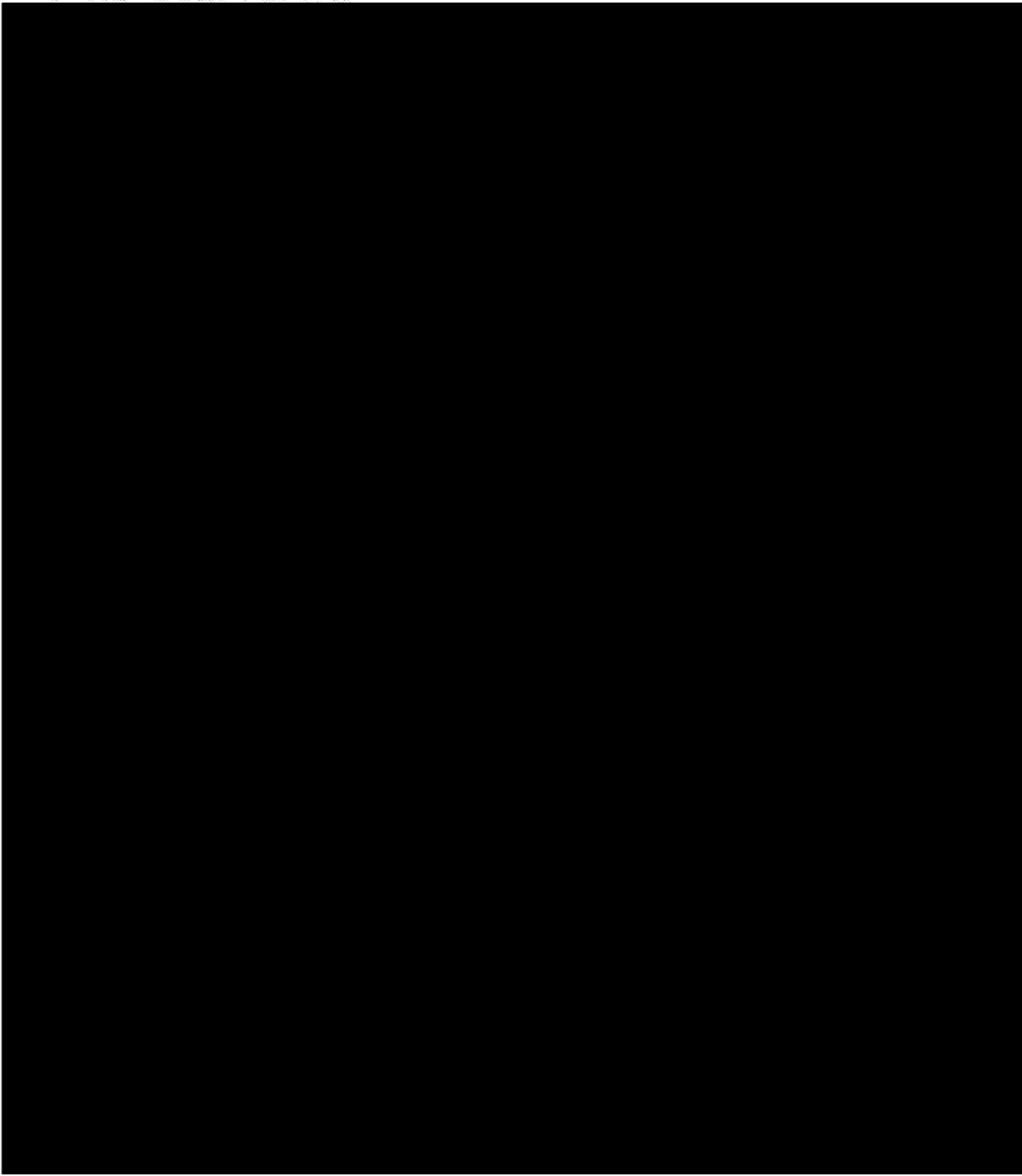


EXHIBIT F

Contract No. I-14-4193

Wang Engineering, Inc.

SCOPE OF SERVICES

Wang Engineering, Inc. will provide on-site Quality Assurance material testing of soils, aggregates, HMA, and concrete. Wang will provide Union material testers with IDOT training in nuclear density testing, Hot Mix Asphalt Level I, and Portland Cement Concrete Level I. Wang will provide calibrated soil testing equipment, calibrated HMA testing equipment, and calibrated concrete testing equipment.

I-14-4193

**EXHIBIT G
CONTRACT**
(Wang Engineering, Inc.)

CURRENT OBLIGATIONS

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-11-4014 PSB 12-3, Item 2 Wang 450-09-03	Geotechnical Engineering Services	\$ 2,268,596.65	\$ 822,445.96	May-18
RR-12-4045 PSB 12-3, Item 9 Wang 950-15-01	Geotechnical Engineering Services	\$ 172,605.52	\$ 12,845.11	Aug-16
I-11-4019 PSB 12-5, Item 4 Wang 1400-01-01	Construction Engineering Services	\$ 100,130.00	\$ 15,451.70	Dec-16
I-13-4614 PSB 13-1, Item 21 Wang 255-29-XX	Geotechnical Engineering Services	\$ 299,015.00	\$ 98,828.91	Aug-18
RR-13-4116 PSB 13-2, Item 1 Wang 342-07-01	Geotechnical Engineering Services	\$ 137,423.00	\$ 57,805.46	Dec-15
RR-13-4146 PSB 13-3, Item 2 Wang 233-05-xx	Construction Engineering Services	\$ 153,880.00	\$ 108,873.14	Dec-16
I-13-4622 PSB 13-4, Item 01 Wang 630-09-01	Geotechnical Engineering Services	\$ 1,400,000.00	\$ 624,077.09	Dec-16
RR-14-4222 PSB 14-3, Item 2 Wang 314-19-01	Geotechnical Engineering Services	\$ 296,985.00	\$ 92,498.82	Dec-17
RR-14-4223 PSB 14-3, Item 3 Wang 790-83-01	Geotechnical Engineering Services	\$ 1,666,017.00	\$ 1,204,344.89	Dec-17
RR-14-9171 PSB 14-3 Item 8 Wang 1100-02-00	Construction Engineering Services	\$ -	\$ -	Dec-18
D-91-298-99 PTB 157-12 Wang 485-33-01	Geotechnical Engineering Services	\$ 21,600.00	\$ 2,068.79	Dec-12
D-91-012-11 PTB 157-20 Wang 411-02-01	Geotechnical Engineering Services	\$ 10,930.15	\$ 1,364.90	Dec-12
P-92-098-10 PTB 157-24 Wang 870-01-01	Geotechnical Engineering Services	\$ 76,305.97	\$ (1,992.07)	Dec-14
D-91-240-11 PTB 158-13 Wang 166-01-01	Geotechnical Engineering Services	\$ 18,525.00	\$ -	Dec-12
P-92-001-11 / D-92-001-11 PTB 158-18 Wang 342-06-00	Geotechnical Engineering Services	\$ 1,810,000.00	\$ 17,649.73	Dec-15
D-91-408-11 PTB 159-001 Wang 630-08-01	Geotechnical Engineering Services	\$ 651,458.00	\$ 335,519.04	Dec-16

I-14-4193

**EXHIBIT G
CONTRACT**

(Wang Engineering, Inc.)

CURRENT OBLIGATIONS

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
D-91-404-11 PTB 159-07 Wang 486-13-xx	Geotechnical Engineering Services	\$ 77,894.73	\$ 28,590.88	Dec-18
D-30-010-11 PTB 159-31 Wang 206-26-00	Geotechnical Engineering Services	\$ 187,800.00	\$ 175,868.23	Jan-17
P-30-006-12 PTB 160-29 Wang 190-31-01	Geotechnical Engineering Services	\$ 307,819.00	\$ 250,611.67	Dec-15
D-91-008-12 PTB 161-09 Wang 168-XX-00	Geotechnical Engineering Services	\$ -	\$ -	Dec-18
D-91-130-12 PTB 162-10 Wang 401-05-xx	Geotechnical Engineering Services	\$ -	\$ -	Jan-00
P-91-259-12 PTB 163-001 Wang 1100-04-01	Geotechnical Engineering Services	\$ 1,929,957.00	\$ (1,185,688.18)	Dec-16
D-91-269-12 PTB 163-04 Wang 272-18-01	Geotechnical Engineering Services	\$ 136,400.00	\$ 25.38	Dec-16
D-91-281-12 PTB 163-13 Wang 885-02-xx	Geotechnical Engineering Services	\$ 35,000.00	\$ (2,450.27)	Dec-14
P-91-285-01 PTB 163-14 Wang 950-14-01	Geotechnical Engineering Services	\$ 6,270.00	\$ 588.33	Dec-13
D-91-424-12 PTB 164/004 Wang 342-08-01	Geotechnical Engineering Services	\$ 177,288.00	\$ 36,140.89	Jan-16
P-91-495-12 PTB 165-06 Wang 708-06-00	Geotechnical Engineering Services	\$ -	\$ -	Dec-18
D-91-004-13 PTB 165-11 Wang 411-03-xx	Geotechnical Engineering Services	\$ 44,434.00	\$ (72,863.46)	Dec-15
D-91-237-11 PTB 166-04 Wang 341-07-01	Geotechnical Engineering Services	\$ 36,800.00	\$ 13.55	Dec-16
P-91-195-13 PTB 167-06 Wang 708-10-01	Geotechnical Engineering Services	\$ 7,958.00	\$ 7,958.00	Dec-16
P-91-201-13 / D-91-201-13 PTB 167-18 Wang 811-03-01	Geotechnical Engineering Services	\$ 68,255.00	\$ 9,609.41	Dec-15
D-91-309-13 PTB 168-05 Wang 165-04-01	Geotechnical Engineering Services	\$ -	\$ (59,566.22)	Jun-15

I-14-4193

**EXHIBIT G
CONTRACT**
(Wang Engineering, Inc.)

CURRENT OBLIGATIONS

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
D-91-314-13 PTB 168-07 Wang 486-17-xx	Geotechnical Engineering Services	\$ 81,140.00	\$ (10,594.07)	Dec-18
D-91-315-13 PTB 168-08 Wang 491-01-xx	Geotechnical Engineering Services	\$ 82,487.00	\$ 36,997.88	Dec-18
D-91-023-14 PTB 169-18 Wang 168-05-01	Geotechnical Engineering Services	\$ 520,193.00	\$ 456,378.65	Dec-18
P-94-018-13 / D-4-018-13 PTB 169-29 Wang 414-09-01	Geotechnical Engineering Services	\$ 64,865.00	\$ 56,342.00	Dec-18
D-91-116-14 PTB 170-02 Wang 303-08-01	Geotechnical Engineering Services	\$ -	\$ -	Jan-00
D-91-9699-14 PTB 172-10 Wang 213-02-00	Geotechnical Engineering Services	\$ 10,000.00	\$ 3,212.91	Dec-15
D-91-459-14 PTB 173-10 Wang 491-02-xx	Geotechnical Engineering Services	\$ 122,779.00	\$ 8,915.52	Dec-18
D-91-101-15 PTB 174-07 Wang 811-04-00	Geotechnical Engineering Services	\$ 23,288.00	\$ 23,288.00	Feb-18
P-91-225-15 PTB 175-05 Wang 630-10-00	Geotechnical Engineering Services	\$ -	\$ -	Dec-18
P-91-224-15 PTB 175-11 Wang 255-32-00	Geotechnical Engineering Services	\$ -	\$ -	Dec-18
P-92-022-15/D-92-022-15 PTB 176-11 Wang 751-07-01	Geotechnical Engineering Services	\$ 214,702.20	\$ 214,702.20	Dec-18
D-91-007-12 PTB 161-08 Wang 616-02-xx	Geotechnical Engineering Services	\$ 46,400.00	\$ 120.00	Dec-16
C-91-391-11 (60H45) PTB 159-02 Wang 685-12-01	Construction Engineering Services	\$ 399,600.00	\$ 19,393.00	Dec-16
D-91-104-14 PTB 170-03 Wang 132-09-xx	Geotechnical Engineering Services	\$ 9,292.90	\$ -	Dec-16
P-91-0026-11 PTB 158-16 Wang 195-07-xx	Geotechnical Engineering Services	\$ 128,306.00	\$ 80,607.30	Jan-00
D-91-506-11 PTB 160-03 Wang 195-09-xx	Geotechnical Engineering Services	\$ 92,319.00	\$ 64,213.11	Jan-00
D-91-011-14 PTB 169-19 Wang Strand	Geotechnical Engineering Services	\$ -	\$ -	Jan-00
D-91-009-11 PTB 157-13 Wang 950	Geotechnical Engineering Services	\$ -	\$ -	Jan-00
P-91-320-13 PTB 168-09 Corba	Geotechnical Engineering Services	\$ -	\$ -	Jan-00
D-91-020-16 PTB 177-04 AES	Geotechnical Engineering Services	\$ -	\$ -	Jan-00

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)	\$ _____

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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)	\$	-

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: HDR Engineering, Inc.

Contract Number: I-14-4193

Proposal Date: 9/1/2016

Exhibit Pointers Editable cells in each exhibit are underlined in red
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes
A full set of instructions to complete the exhibits is available on the Tollway's website

Contract No.: I-14-4193

Consultant: HDR Engineering, Inc.

Date: 8/25/2016

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

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

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	DIRECT COST	
							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	2.00		
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	8.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$69.03	\$69.03	24.00		
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	\$33.68	\$33.68	34.00		
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00	\$33.42	\$33.42	4.00		
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					
<p>Total Estimated Work Hours: 72.00</p> <p>Average Hourly Rate: \$50.49</p> <p>Total Direct Labor: \$3,635.28</p>							Total Estimated O/T Hours:	
							Average Premium O/T Hourly Rate:	
							Total Overtime Premium:	

EXHIBIT "1"

Contract No.: I-14-4193

Consultant: HDR Engineering, Inc.

Date: 8/25/2016

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	Hein, Thomas M	\$40 - \$70
Senior Engineer/Planner	Senior Civil Engineer II	Das, Rajat	\$40 - \$70
	Senior Civil Engineer II	Kasper, Matthew R	
	Senior Civil Engineer II	Knepler, Lourdes	
	Senior Civil Engineer II	McParland, Terra L	
	Senior Civil Engineer III	Kelly, Michael P	
	Senior Civil Engineer III	Wong, David W	
	Senior Civil Engineer IV	Loftus, Daniel J	
	Senior Civil Engineer IV	McAtee, Caahlen P	
	Senior Civil Engineer IV	Mitchell, Jennifer A	
	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	Sierakowski, David R	
Resident Engineer			\$40 - \$70
Project Engineer/Planner			\$25 - \$60
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Civil Engineer I	Burke, Joseph P	\$20 - \$60
	Civil Engineer I	Heuer, Timothy B	
	Civil Engineer I	Hochstatter, Ashley R	
	Civil Engineer I	Pater, Ryan S	
	Civil Engineer I	Rogers, Robert	
	Civil Engineer I	Sattler, Adam K	
	Civil Engineer II	Kjellman, Jonathan M	
	Civil Engineer II	Zeman, Benjamin J	
	Civil Engineer III	Hoberg, Julie A	
	Civil Engineer III	Prokop, Daniel J	
	Civil Engineer III	Scharra, Todd J	

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.: I-14-4193

Consultant: HDR Engineering, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Patick J. Pechnick

Project Manager: Thomas M. Hein

Project Engineer: Daniel J. Prokop

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

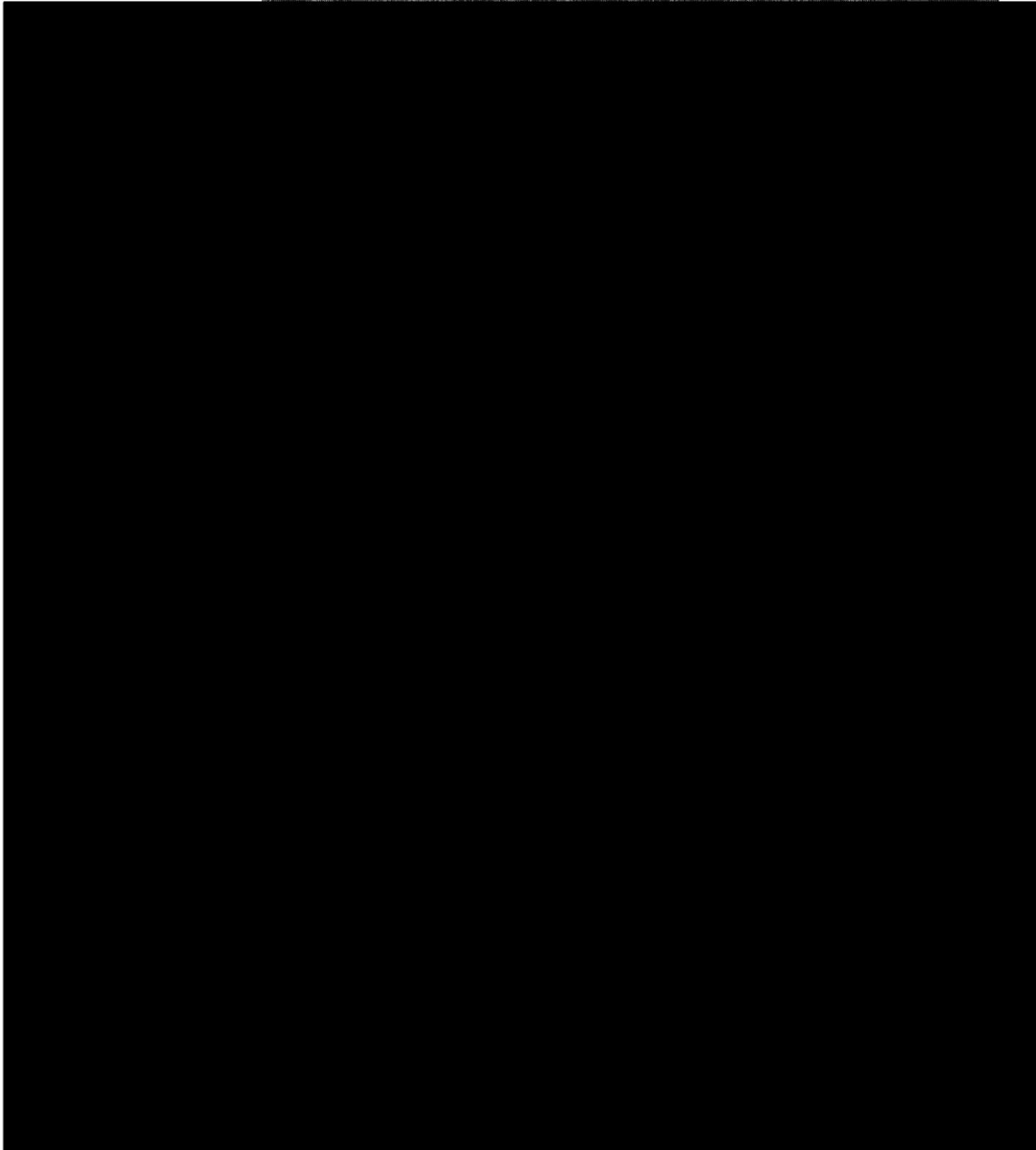
Classification: _____

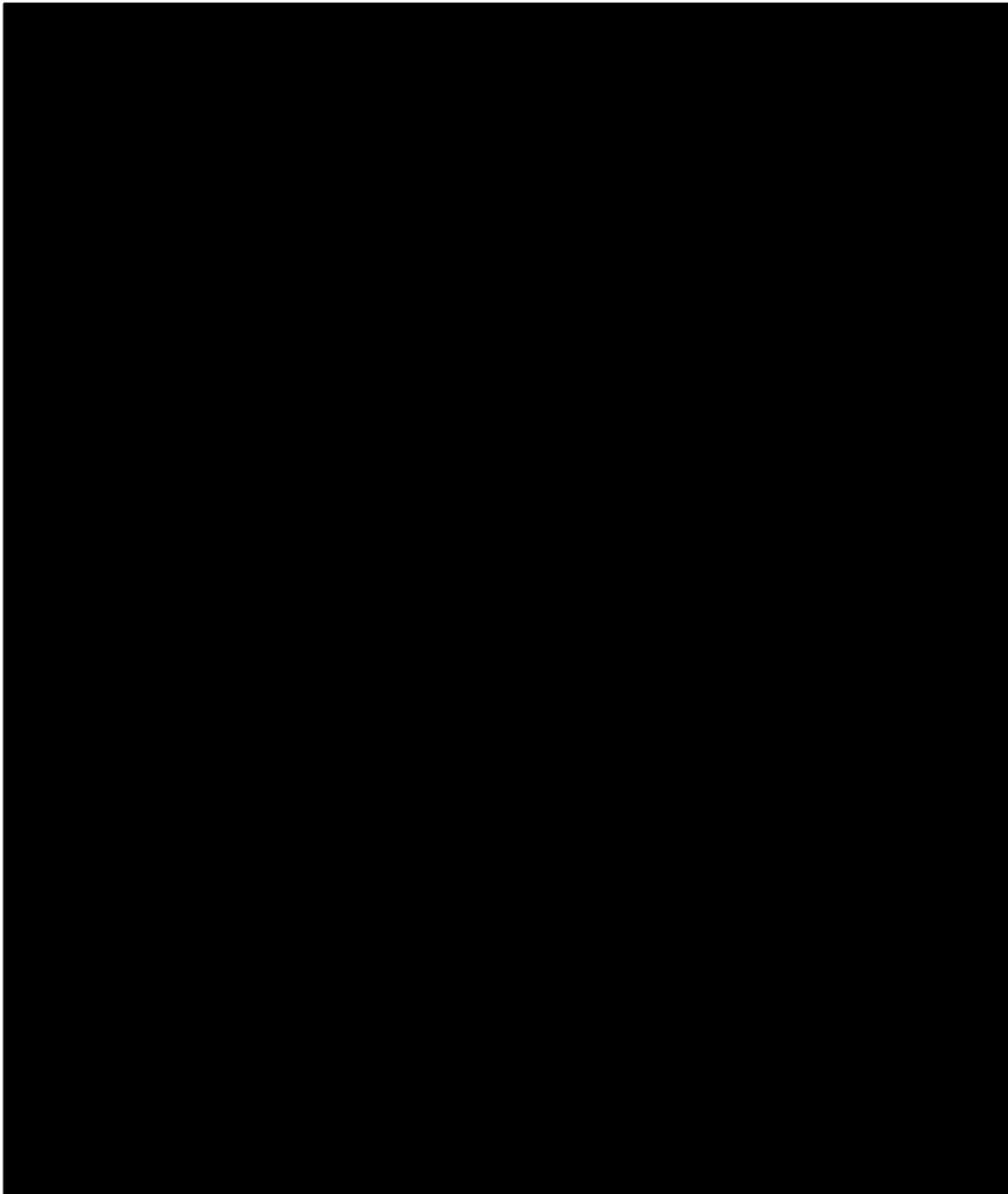
Name: _____

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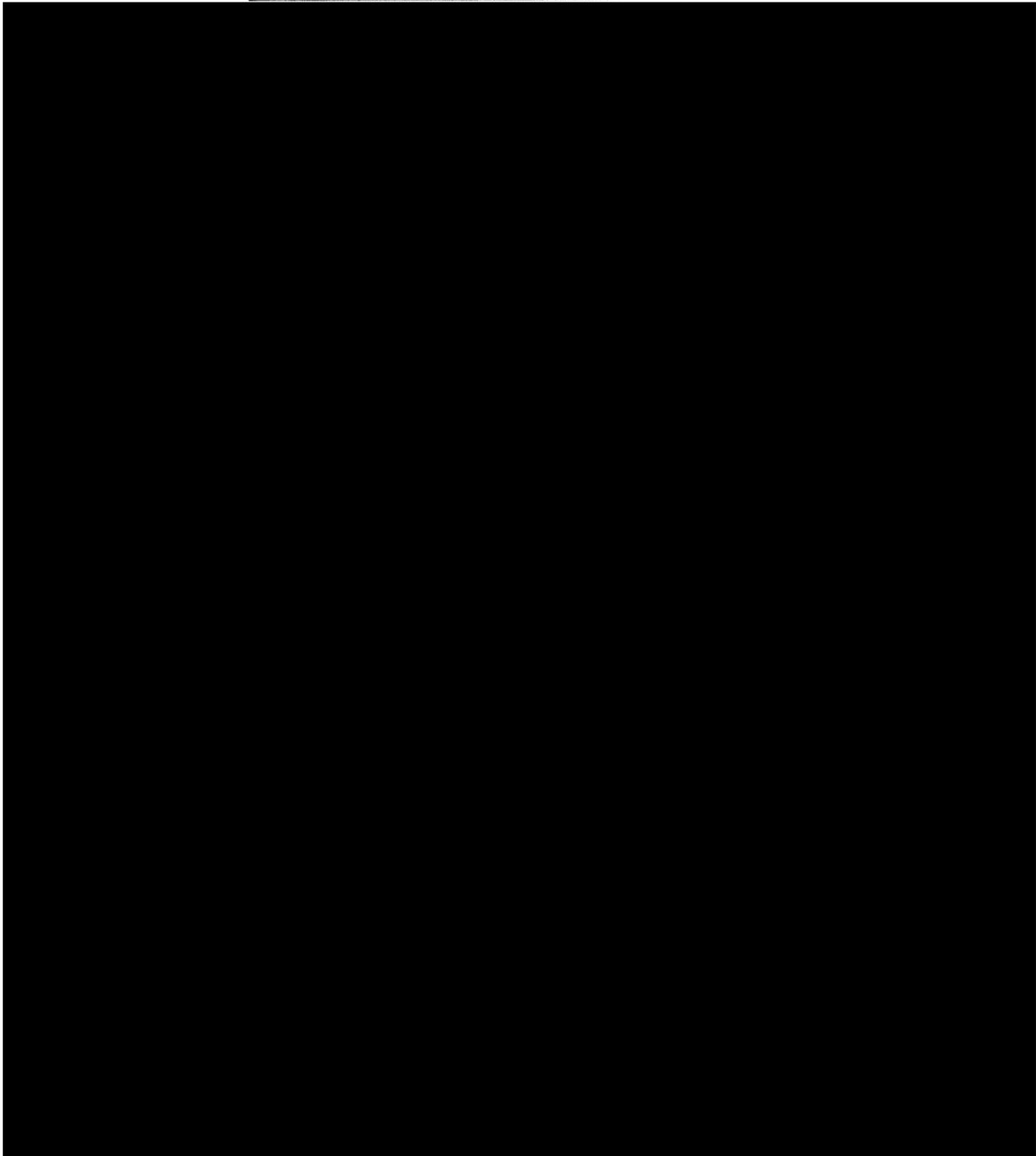
Patrick J. Pechnick, PE

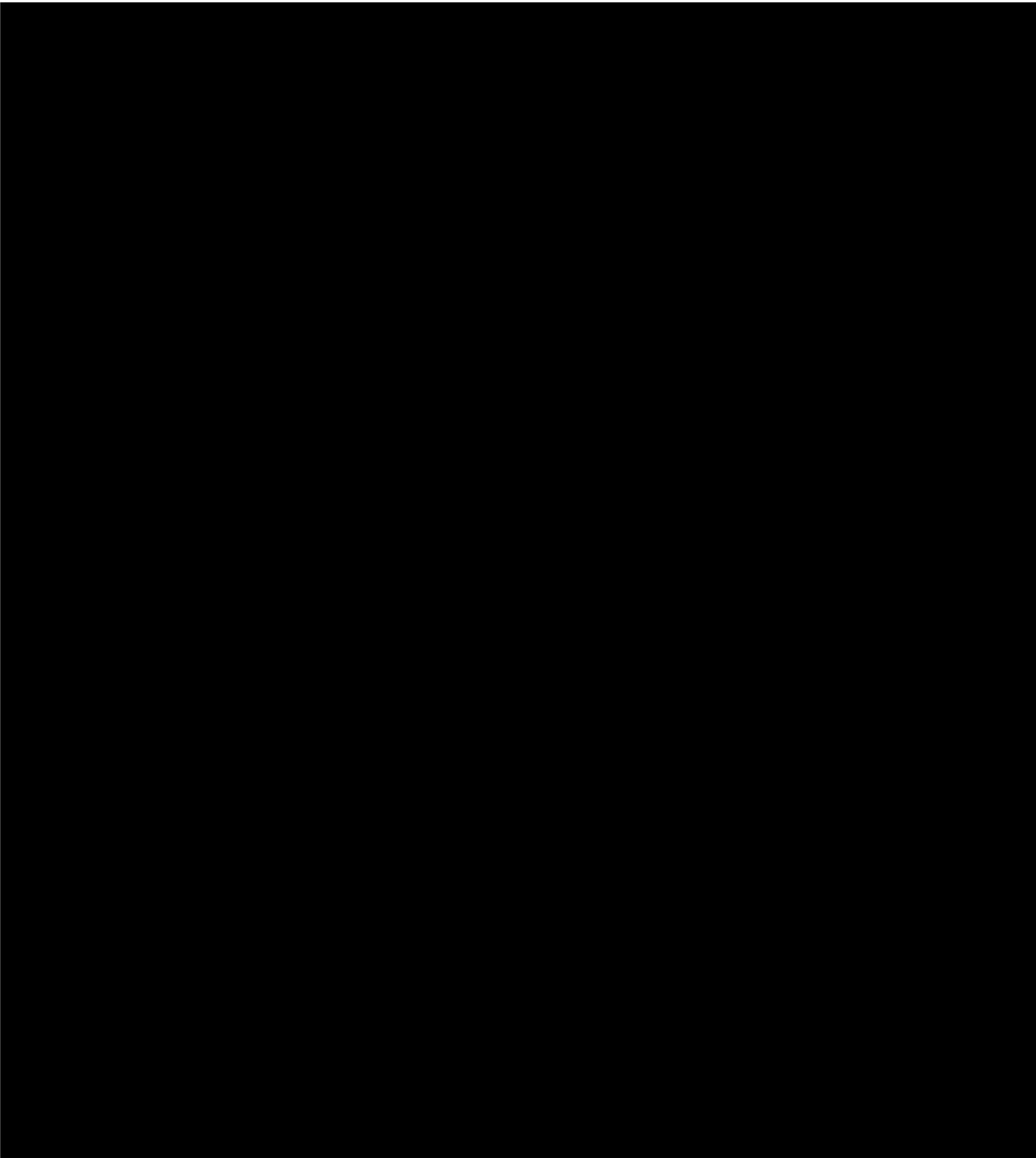
Area Manager



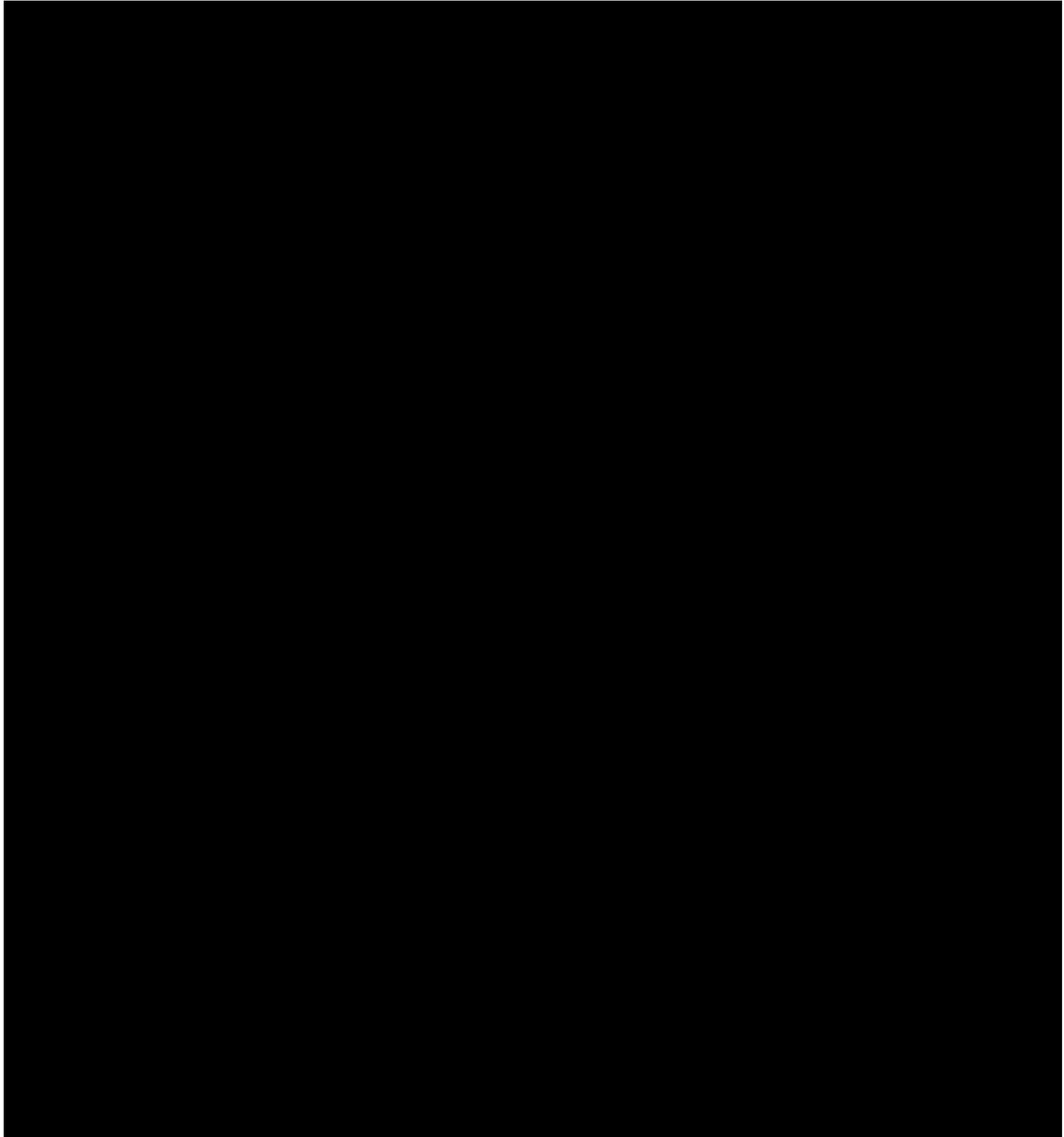


Thomas M. Hein, PE
Design Section Manager





Daniel J. Prokop, PE
Transportation Engineer



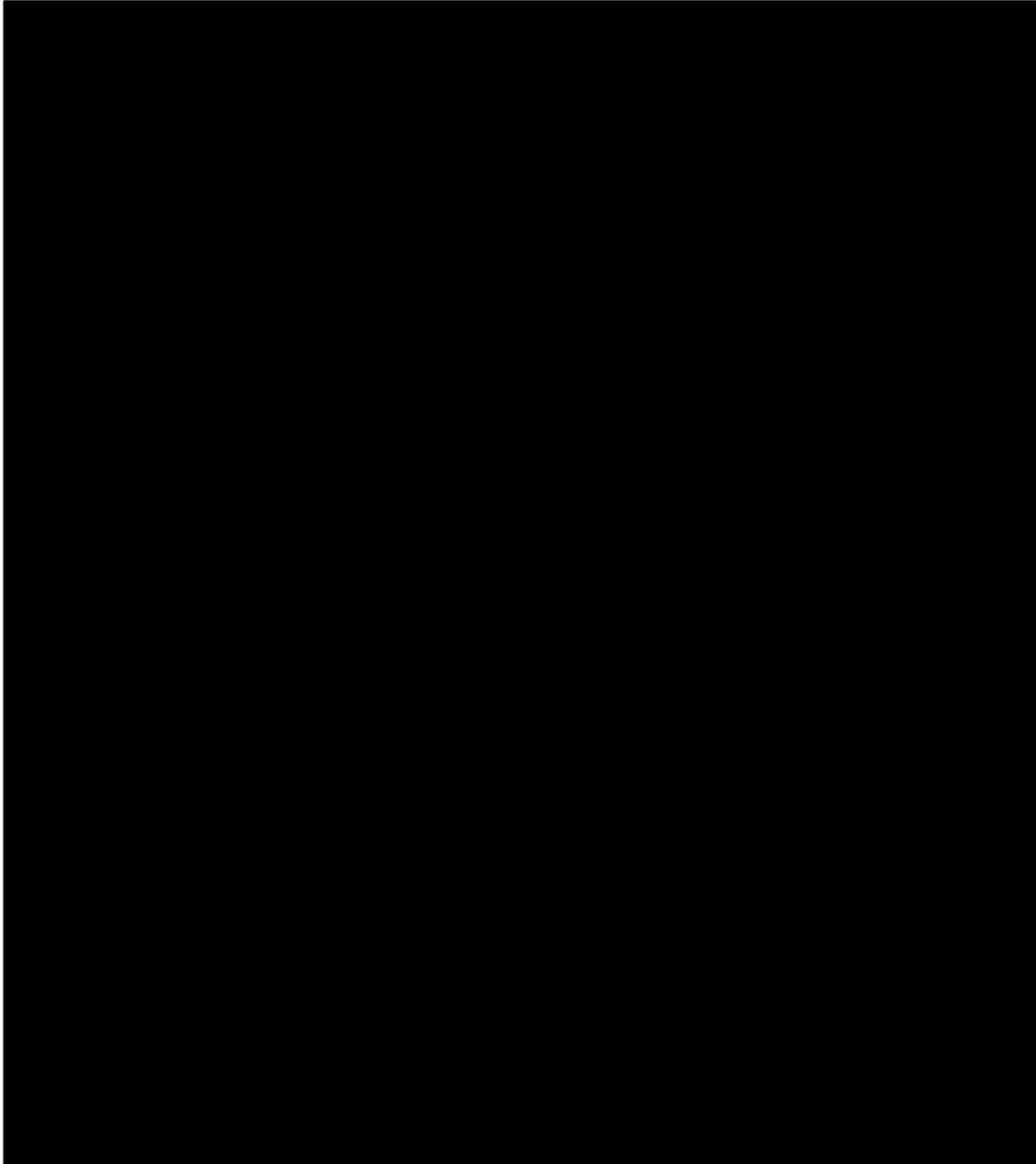


EXHIBIT F

Contract No. I-14-4193

HDR Engineering, Inc.

SCOPE OF SERVICES

**ILLINOIS STATE TOLL HIGHWAY AUTHORITY
DESIGN CONSTRUCTION SERVICES CONTRACT
AUGUST 2016**

SCOPE OF WORK

This work will involve Design Construction Services for Central Rd/Entrance Ramp contract, I-15-4238. The project located along Central Road from Roselle Road interchange to Ela Road for a distance of 3450 feet. Central Road will be reconstructed which will include a new entrance ramp to Westbound I-90. HDR is not an active participant in the construction supervision of this contract but will provide support in answering questions as to the intent of the design and to assist in the resolution of unforeseen problems that occur during the construction of the roadway. It is assumed the contract will be done between April 1st 2017 and May 2018.

HDR will address RFI's for this contract. (assume 24 RFI's @ 2 hours each)

HDR will attend construction meetings, 1 person @ 4 hours each (assume 2 meetings)

Not included in scope is any HDR involvement related to geotechnical recommendations or evaluations.

Not included in scope is any HDR involvement related to environmental coordination.

Not included in scope is any HDR involvement related to Contractor and owner changes to MOT as shown in the plan sets.

Not included in scope is any shop drawing review pertaining to any permanent or temporary structures.

Not included in scope is any HDR involvement related to owner changes to standard drawings or details including island guide drawings, electronic toll collection details etc.

Not included in scope is any HDR involvement related to workaround solutions for utilities not being relocated in time, permits not being obtained in time, and right-of-way/easements not being obtained in time.

Not included in scope is any HDR involvement in resolving conflicts or developing solutions to multiple contractors working in close proximity.

Not include in scope is any HDR involvement in agency coordination

EXHIBIT G

Contract I-14-4193

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	\$70,000	12-16
141/27	IDOT US 51 Corridor Study	\$3,649,939	\$266,000	12-16
147-32	IDOT Chain of Rocks PH II	\$2,296,154	\$0	TBD
155/16	IDOT Various Various	\$600,000	\$55,000	12-16
156-07	IDOT Pump Station 4 PH I & II	\$2,000,000	\$1,700,000	6-17
161-03	IDOT Central Ave @BRC RRTBD	\$2,182,000	1,600,000	TBD
167-020	IDOT District 2 Various, Various	\$600,000	\$115,000	12-17
I-11-4017	ISTHA – I-90 Construction/Add Lane	\$24,857,824	\$135,000	12-16
I-12-4061	ISTHA – MP Master Plan	\$865,000	\$40,000	12-16
RR-14-4221	ISTHA Mile Long Bridge MP	\$10,619,040	\$9,000,000	10-19
I-15-4660	ISTHA Land Acquisition/Reloc as needed	\$3,000,000	2,875,000	2-24

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
155-019	IDOT VE Studies, Various Various –	as needed		
169-011	IDOT Various Various	as needed		
169-019	IDOT Various Various	as needed		
173-017	IDOT Various Maintenance Contract	TBD		
175-015	IDOT – FAP 343 (IL 53, IL 68) D1	TBD		
I-13-4105	ISTHA I-90 Higgins to Barrington CM Servs	\$150,000	\$47,000	12-16
I-13-4106	ISTHA I-90 CM Services	\$78,000	\$20,000	12-16
I-13-4096	ISTHA I-90 Elgin to IL 53 CM Services	\$100,000	\$67,000	12-16
I-13-4107	ISTHA- I-90 for Meacham over I-90	\$100,000	\$35,682	12-16
I-14-4646	ISTHA Land Acquis/Surveying Upon Req	\$750,019	\$700,000	12-18

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
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Non-Tollway and IDOT Obligations

City of Chicago

	Pershing Road	\$ 906,803	\$34,000	12-16
Others	CDI –Eastside Highway	\$3,914,000	\$540,000	12-16

Contract No.: I-14-4193

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

<p>1 <u>Lin Engineering LTD</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>1,848.00</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>152.00</td></tr> <tr><td>Services by Others</td><td></td><td></td></tr> <tr><td>Additional Services **</td><td></td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>2,000.00</td></tr> </table>	Direct Labor	\$	1,848.00	Direct Costs	\$	152.00	Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	2,000.00	<p>6 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td><td></td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 4,000.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 4,000.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 23.50%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 23.50%

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)

<p>1 <u>Clorba Group</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 1,981.14</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 18.86</td> </tr> <tr> <td>Services by Others</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 2,000.00</td> </tr> </table>	Direct Labor	\$ 1,981.14	Direct Costs	\$ 18.86	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 2,000.00	<p>6</p> <table border="0"> <tr> <td>Direct Labor</td> <td></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others		Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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** Additional services funds require prior authorization before use.

TOTAL Non-DBE/MBE/WBE Subconsultants:	\$ 2,000.00
TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants:	\$ -
TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants:	\$ 2,000.00

Contract Information Sheet

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

Consultant Name: Ciorba Group, Inc.

Contract Number: I-14-4193

Proposal Date: 9/1/2016

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: I-14-4193

Consultant: Ciorba Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	15	
RFIs/Consultation							2				2			4
Shop Drawing Review					2				2					4
Coordination/Project Management				1							1			2
TOTALS				1	2		2		2		3			10

Contract Number: I-14-4193

Consultant: Ciorba Group, 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	
RFIs/Consultation			2										2
Shop Drawing Review	2												2
Coordination/Project Management					1								1
TOTALS	2		2		1								5

Contract No.: I-14-4193

Consultant: Ciorba Group, Inc.

Date: 9/1/2016

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 14 No. OF MONTHS
SCHEDULED START DATE: 4/1/2017
RAISE DATE: 1/1/2018
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

4/1/2017 - 12/31/2017	1/1/2018 - 5/31/2018			
Date Date	Date Date	Date Date	Date Date	Date Date
9.0	5.0			
14.0	14.0	14.0	14.0	14.0
64.29%	35.71%			
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
14.0	14.0	14.0	14.0	14.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-14-4193

Consultant: Ciorba Group, Inc.

Date: 9/1/2016

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM		
						Total Estimated Work Hours:	15.00	Total Estimated O/T Hours:	
						Average Hourly Rate:	\$47.17	Average Premium O/T Hourly Rate:	
						Total Direct Labor	\$707.55	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	2.00			
No	Senior Engineer/Planner	\$40.00	\$70.00						
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner□	\$25.00	\$60.00	\$57.50	\$57.50	5.00			
No	Staff Engineer/Planner	\$20.00	\$40.00						
No	Engineer /Accountant	\$20.00	\$60.00	\$35.00	\$35.00	8.00			
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						

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.: I-14-4193

Consultant: Ciorba Group, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Tony Wolff

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: Jason Xi

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

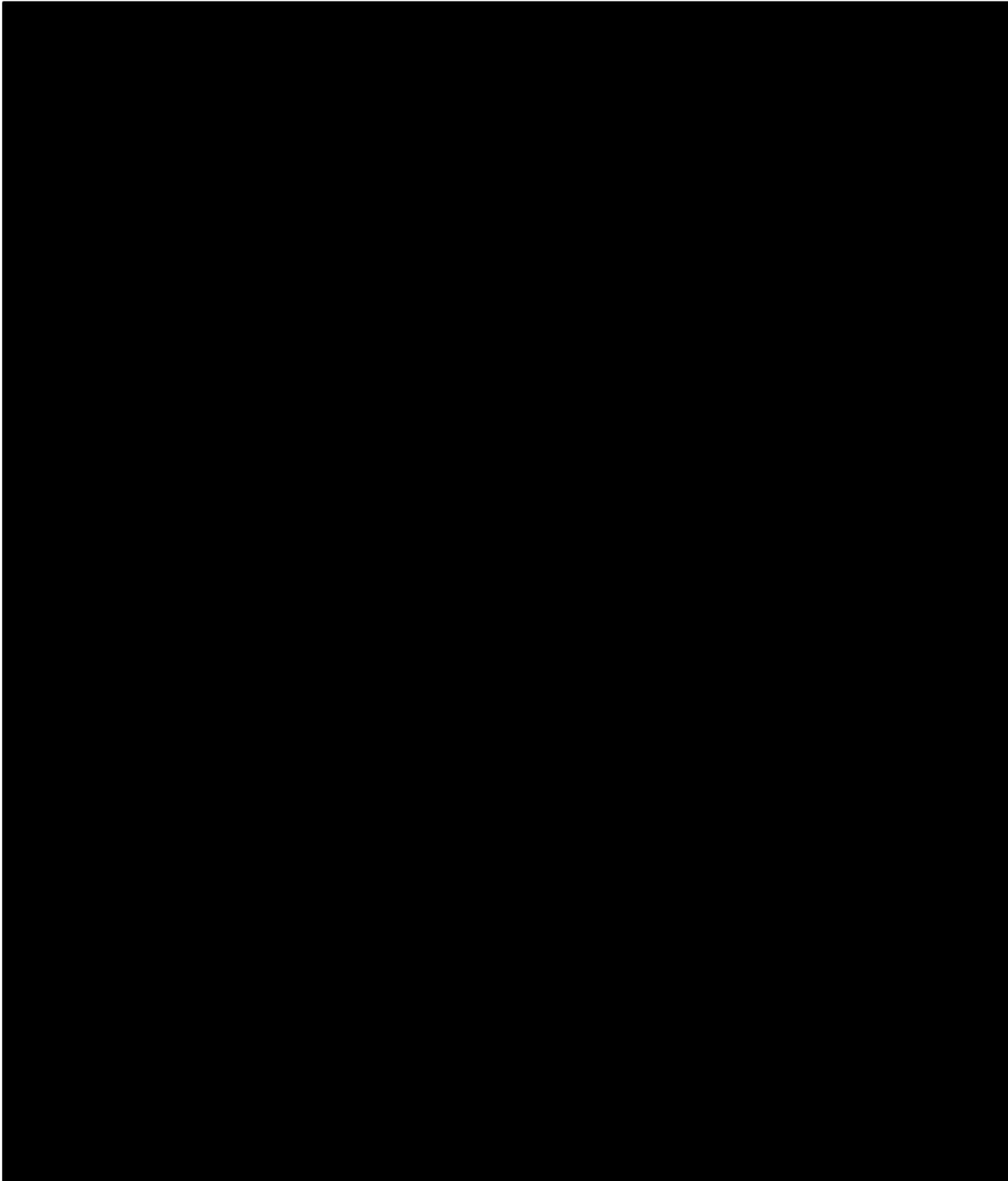
Name: _____

Classification: _____

Name: _____

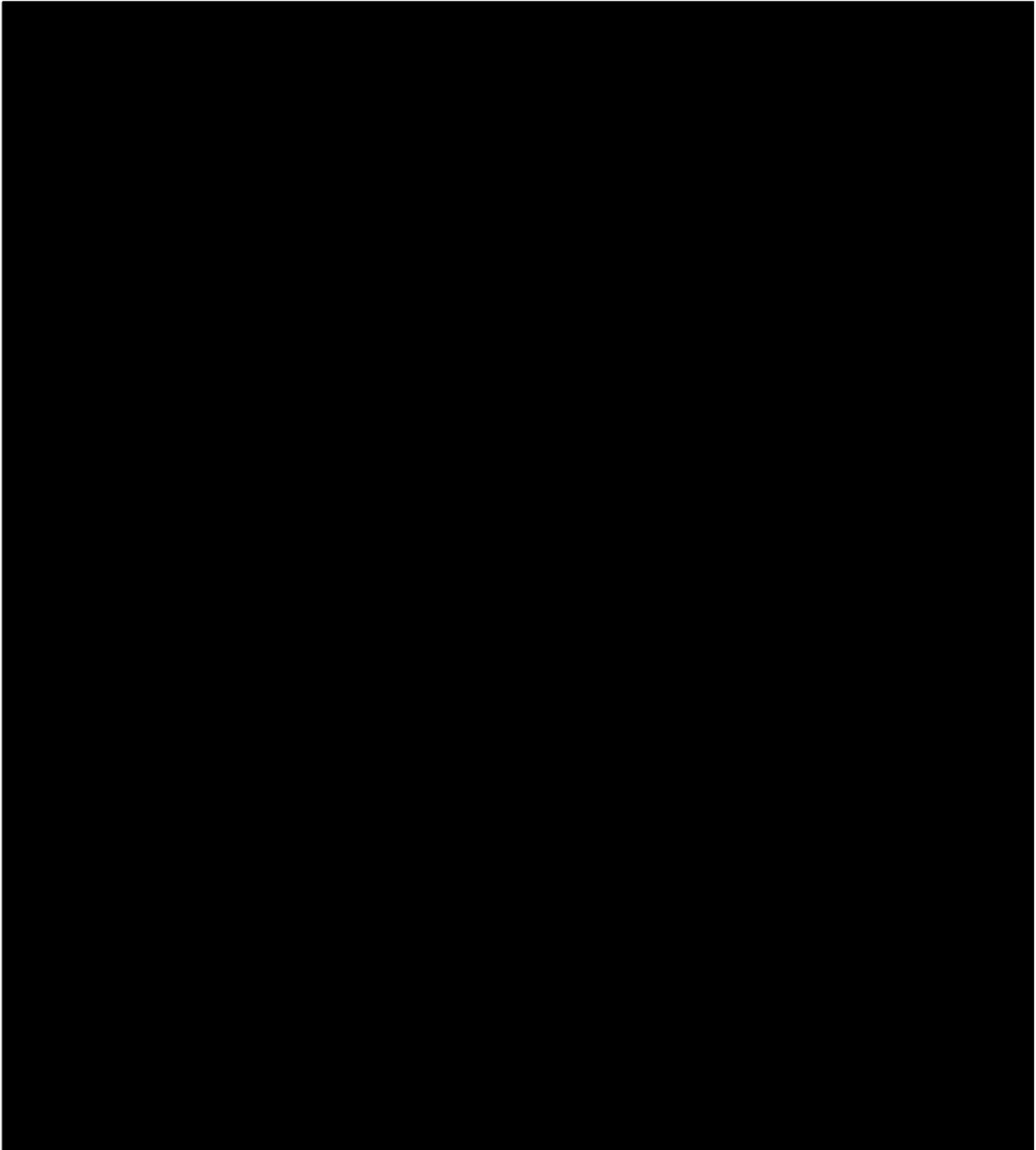
Classification: _____

Tony Wolff, PE, CFM
Water Resources Manager

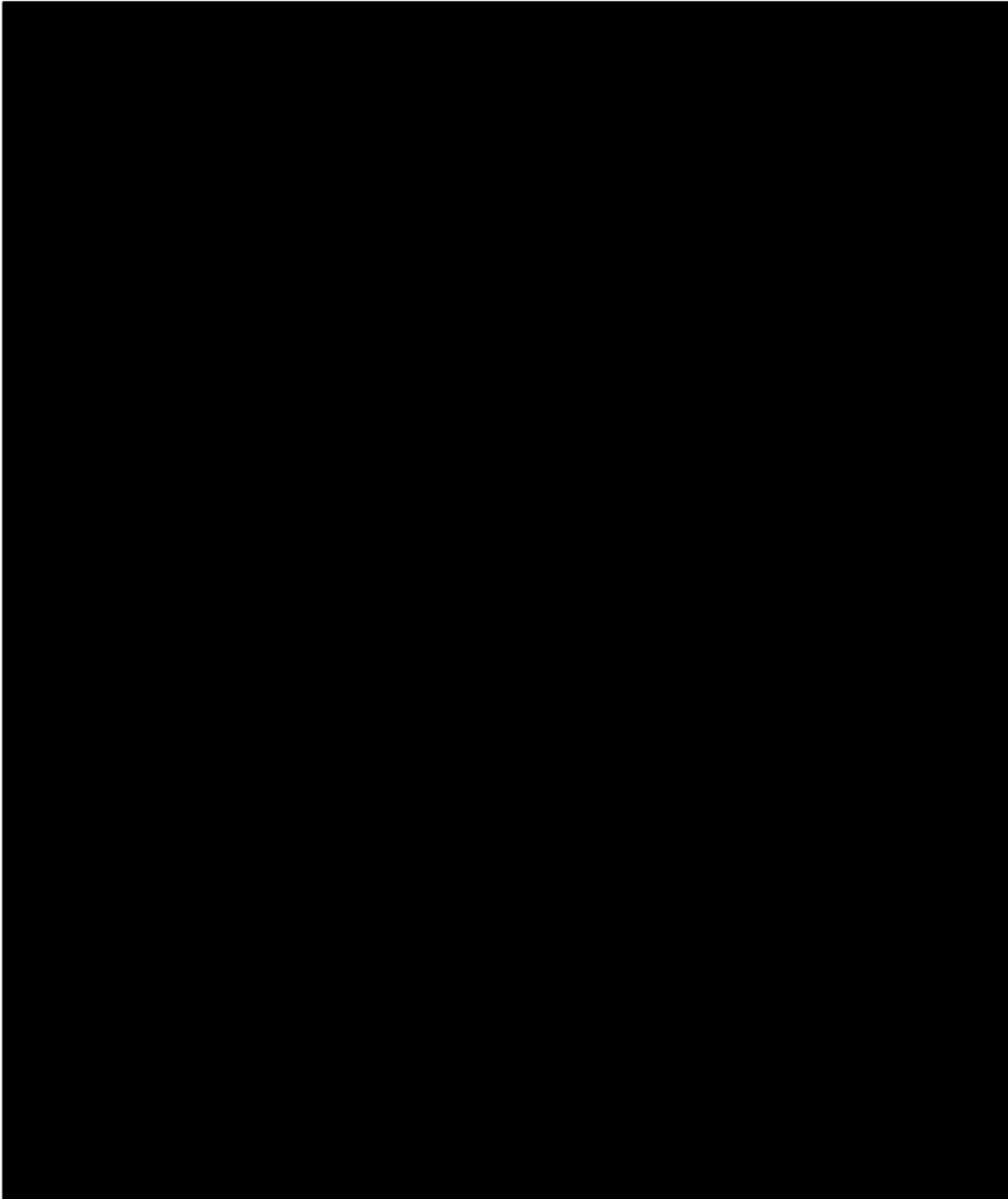


Tony Wolff, PE, CFM

Water Resources Manager



Jason Xi, PE, CFM
Water Resources Project Engineer



*Completed while employed by another company

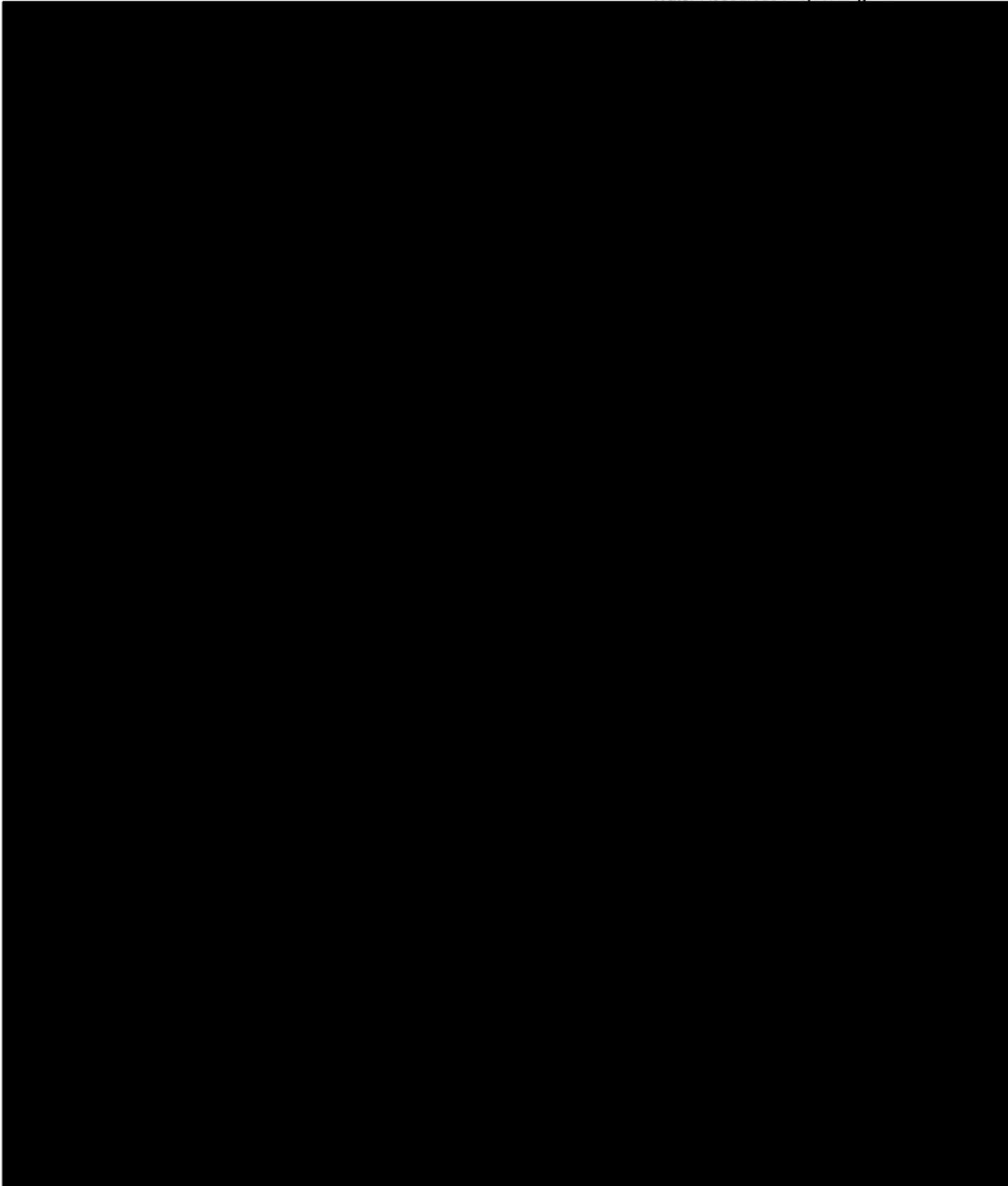


CIORBA GROUP Consulting Engineers

EXHIBIT "1"

Jason Xi, PE, CFM

Water Resources Project Engineer



*Completed while employed by another company



EXHIBIT F

SCOPE OF WORK – CONSTRUCTION ASSISTANCE

(Drainage)

Ciorba Group, Inc.

I-90 Reconstruction and Add-Lanes Central Road

Project No. I-14-4193 JA-3-3A

Illinois Tollway

Capital Improvement Program

I-90 Reconstruction and Add-Lanes

Ciorba Group, Inc. will provide the required engineering services related to drainage design considerations for Project I-14-4193 JA-3-3A. Ciorba is uniquely qualified to provide these services on this contract having been drainage design engineer for the project.

Ciorba will perform the following services:

- Review shop drawings and other Contractor submittals related to the drainage aspects of this contract.
- Review Contractor Requests for Information (RFIs) and provide guidance related to resolving drainage issues.
- Provide consultation services to answer drainage related questions or concerns posed by HDR, including items related to select Contractor change orders and pay requests.

EXHIBIT G

Contract No. I-14-4193
 Ciorba Group, Inc. (sub to HDR Eng.)
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
CDOT			Lake Street	Ph II	\$ 543,000	\$ 452,000	TBD
CDOT			Ogden Ave- Project on hold	Ph I	\$ 603,000	\$ 50,000	TBD
CDOT	DEO		Roadway Lighting	Ph II	\$ 980,000	\$ 747,000	Apr-16
ISTHA	PSB 11-4	Item 3	Sub to HDR	Ph II	\$ 2,089,980	\$ 4,100	Dec-16
ISTHA	PSB 11-4	Item 12	Sub to Knight	Ph II	\$ 120,000	\$ 87,000	Dec-23
ISTHA	PSB 12-3	Item 13	Sub to Chastain	Ph II	\$ 359,000	\$ 1,000	Dec-16
ISTHA	PSB 13-1	Item 16	Sub to HDR	Ph III	\$ 7,000	\$ 5,000	Jun-16
ISTHA	PSB 14-1	Item 12	Sub to DB Sterlin	Ph III	\$ 589,000	\$ -	Dec-16
ISTHA	PSB 14-2	Item 5	Sub to HDR	Ph III	\$ 23,717	\$ 11,900	Jun-17
ISTHA	PSB 13-1	Item 7	Sub to HDR	Ph III	\$ 10,000	\$ 8,700	Jun-17
ISTHA	PSB 15-2	Item 1	Sub to Globetrotters	Ph II	\$ 31,800	\$ 1,700	Dec-16
ISTHA	PSB 16-1	Item 8	Sub to Primera	Ph II	\$ 750,000	\$ 750,000	Dec-17
IDOT	151/056		Statewide Structural Services	Ph II	\$ 1,000,000	\$ -	Dec-16
IDOT	153/030		I-80	Ph II	\$ 2,996,800	\$ 131,000	TBD
IDOT	155/026		John Deere Rd	Ph II	\$ 2,900,000	\$ 20,900	Dec-16
IDOT	161/005		Various/Various	Ph I	\$ 1,700,000	\$ 663,000	Nov-16
IDOT	168/009		Various/Various	Ph I	\$ 1,440,000	\$ 1,000,000	Aug-17
IDOT	172/018		Various/Various	Ph I/II	\$ 750,000	\$ 447,500	Sep-16
All other public/private work					\$ 5,487,000	\$ 2,320,000	Various

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

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

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

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

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

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

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

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

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

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

** 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: Gandhi and Associates, Inc. (sub to HDR)

Contract Number: I-14-4193

Proposal Date: 9/1/2016

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: I-14-4193

Consultant: Gandhi and Associates, Inc. (sub to HDR)

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												Grand Total Exhibit A Hours	TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	17		
Central Road RFI Contract#I-14-4193	-	-	-	1	1	1	1	1	1	1	1	1	1	1	9
TOTALS				1	1	1	1	1	1	1	1	1	1	1	9

Contract Number: I-14-4193

Consultant: Gandhi and Associates, Inc. (sub to HDR)

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	
Central Road RFI Contract#I-14-4193	2	2	2	1	1	-	-	-	-	-	-	-	8
TOTALS	2	2	2	1	1								8

Contract No.: I-14-4193 Consultant: Gandhi and Associates, Inc. (sub to HDR)

Date: 9/1/2016

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 14 No. OF MONTHS
 SCHEDULED START DATE: 4/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	4/1/2017	-	12/31/2017	Date	1/1/2018	-	5/31/2018	Date	-	-	Date	-	-
	9.0		14.0		5.0		14.0		14.0		14.0		14.0
	64.29% Escalation Factor First Period												
	35.71% 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	-	-
	14.0		14.0		14.0		14.0		14.0		14.0		14.0
	Escalation Factor Sixth Period												
	Escalation Factor Seventh Period												
	Escalation Factor Eighth Period												
	Escalation Factor Ninth Period												
	Escalation Factor Tenth Period												

The escalation factor for this project is: 100.00%

Contract No.: I-14-4193

Consultant: Gandhi and Associates, Inc. (sub to HDR)

Date: 9/1/2016

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

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST		
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)	OVERTIME PREMIUM					
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Total Estimated O/T Hours:	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			
No	Principal	\$50.00	\$70.00				Total Estimated O/T Hours:					
No	Project Manager	\$40.00	\$70.00				Average Premium O/T Hourly Rate:					
No	Senior Engineer/Planner	\$40.00	\$70.00				Total Overtime Premium:					
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.00	\$45.00	9.00						
No	Staff Engineer/Planner	\$20.00	\$40.00									
No	Engineer /Accountant	\$20.00	\$60.00	\$37.50	\$37.50	8.00						
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No	Realty Specialists	\$20.00	\$70.00									
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No	Admin/Clerical	\$8.25	\$40.00									

EXHIBIT "1"

ALLOWABLE DIRECT COSTS

10.01.2013

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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

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- ****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)

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

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Travel to and from job site per week.

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NOTES:

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Contract No.: I-14-4193

Consultant: Gandhi and Associates, Inc. (sub to HDR)

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: Peter A. Van de Motter

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Mohammad Ali Abdo, Brian M. Rice

Classification: Engineer (Electrical)

Name: _____

Classification: _____

Name: _____

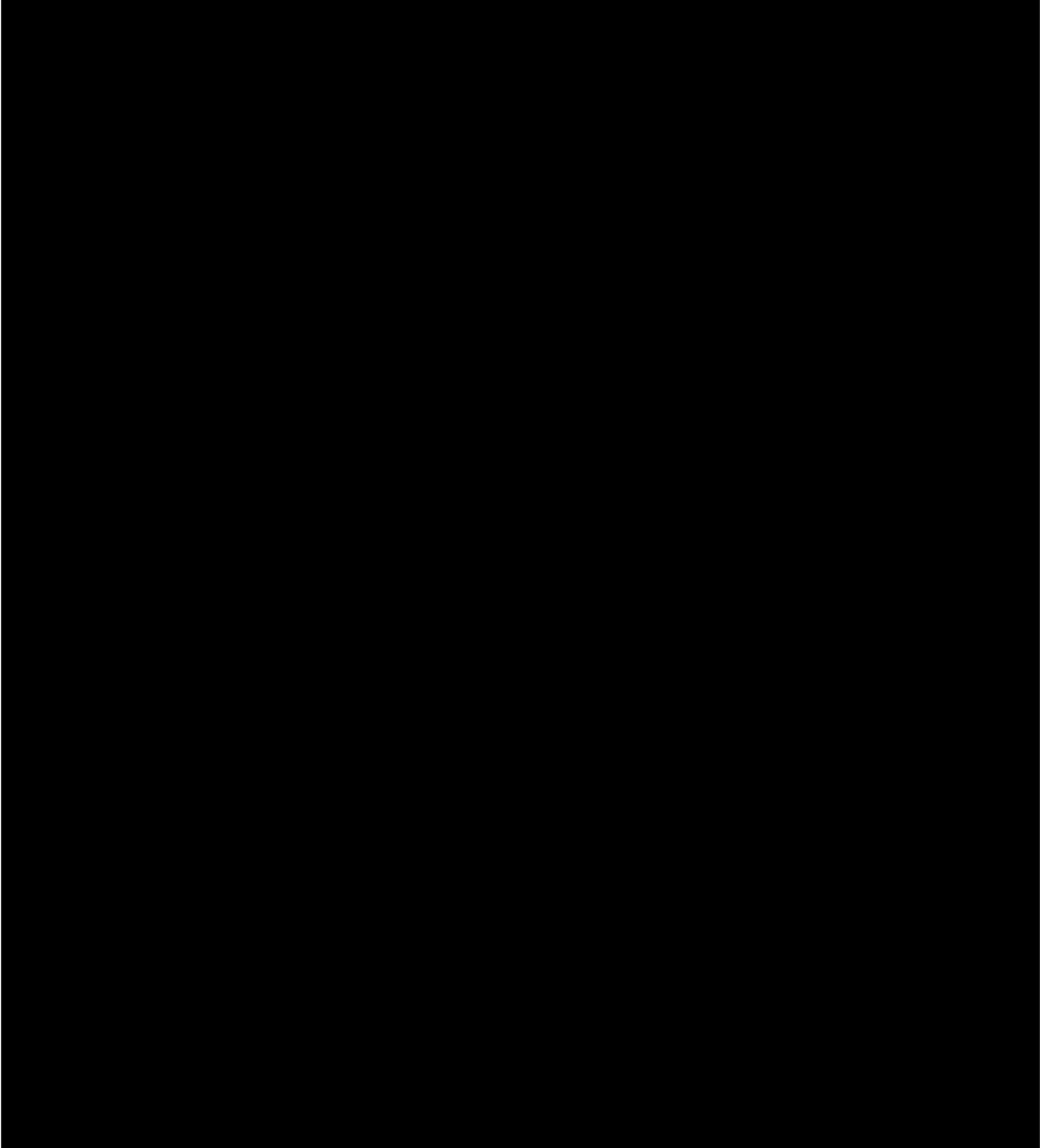
Classification: _____

Name: _____

Classification: _____

GANDHI AND ASSOCIATES, INC.

PETER A. VAN DE MOTTER, P.E.
Project Engineer

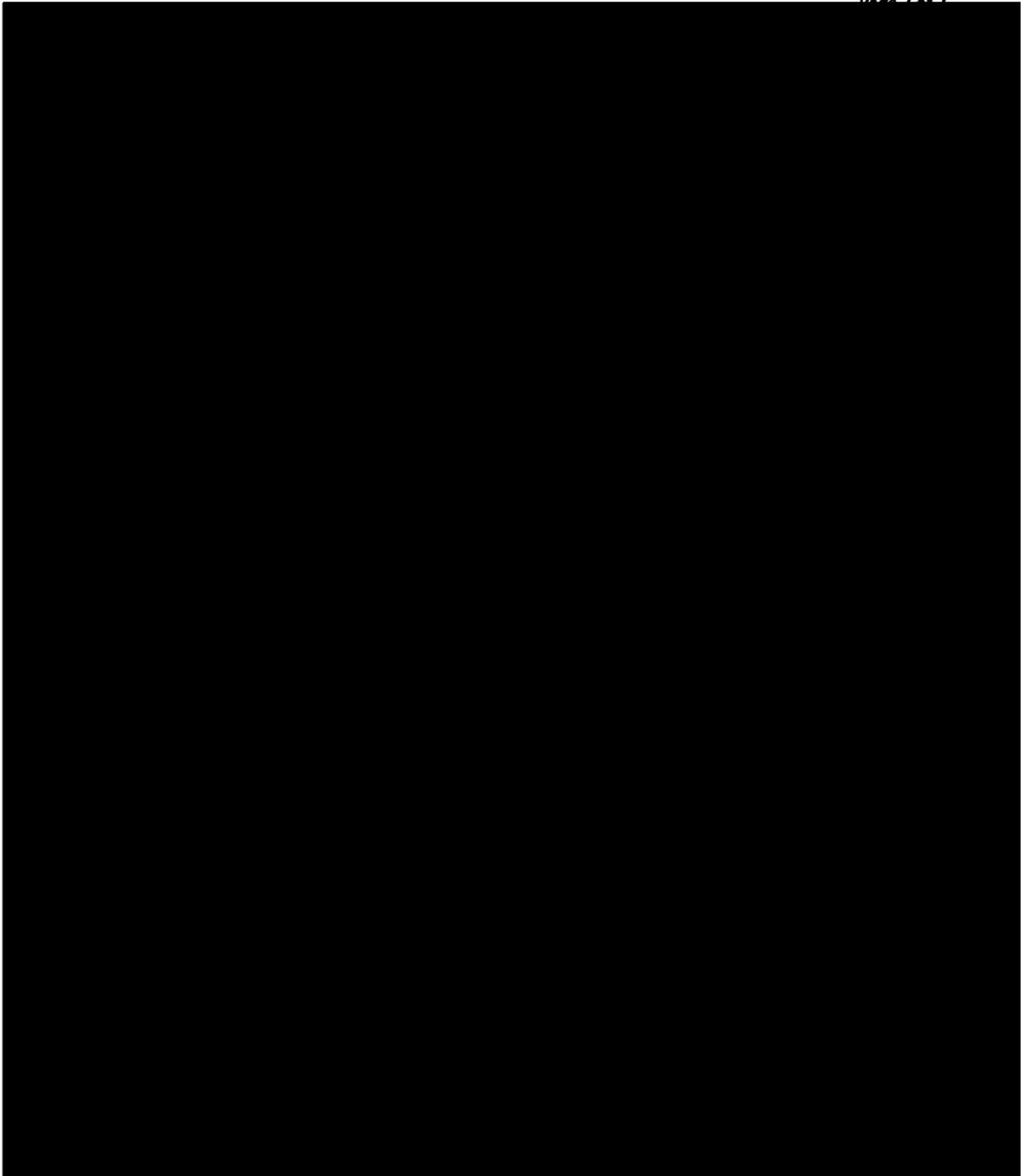


6035 N. NORTHWEST HIGHWAY, SUITE 306 • CHICAGO, ILLINOIS 60631
TEL: (773) 774-5910 • FAX: (773) 774-3815 • E-MAIL: PKG@PKGANDHI.COM

GANDHI AND ASSOCIATES, INC.

PETER A. VAN DE MOTTER, P.E.
Project Engineer

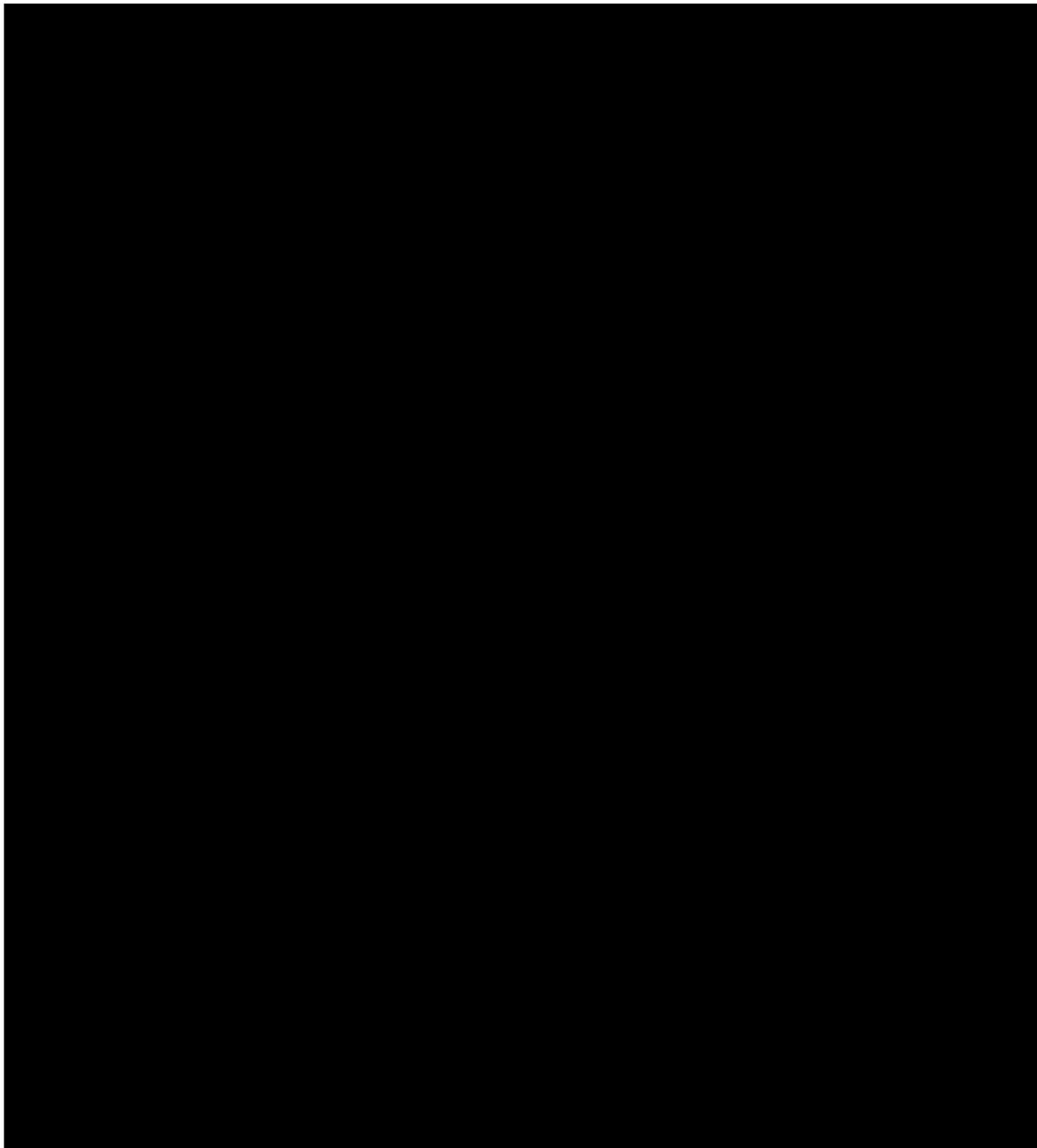
Page 2 of 2



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GANDHI AND ASSOCIATES, INC.

MOHAMMAD ALI ABDO
Electrical Engineer

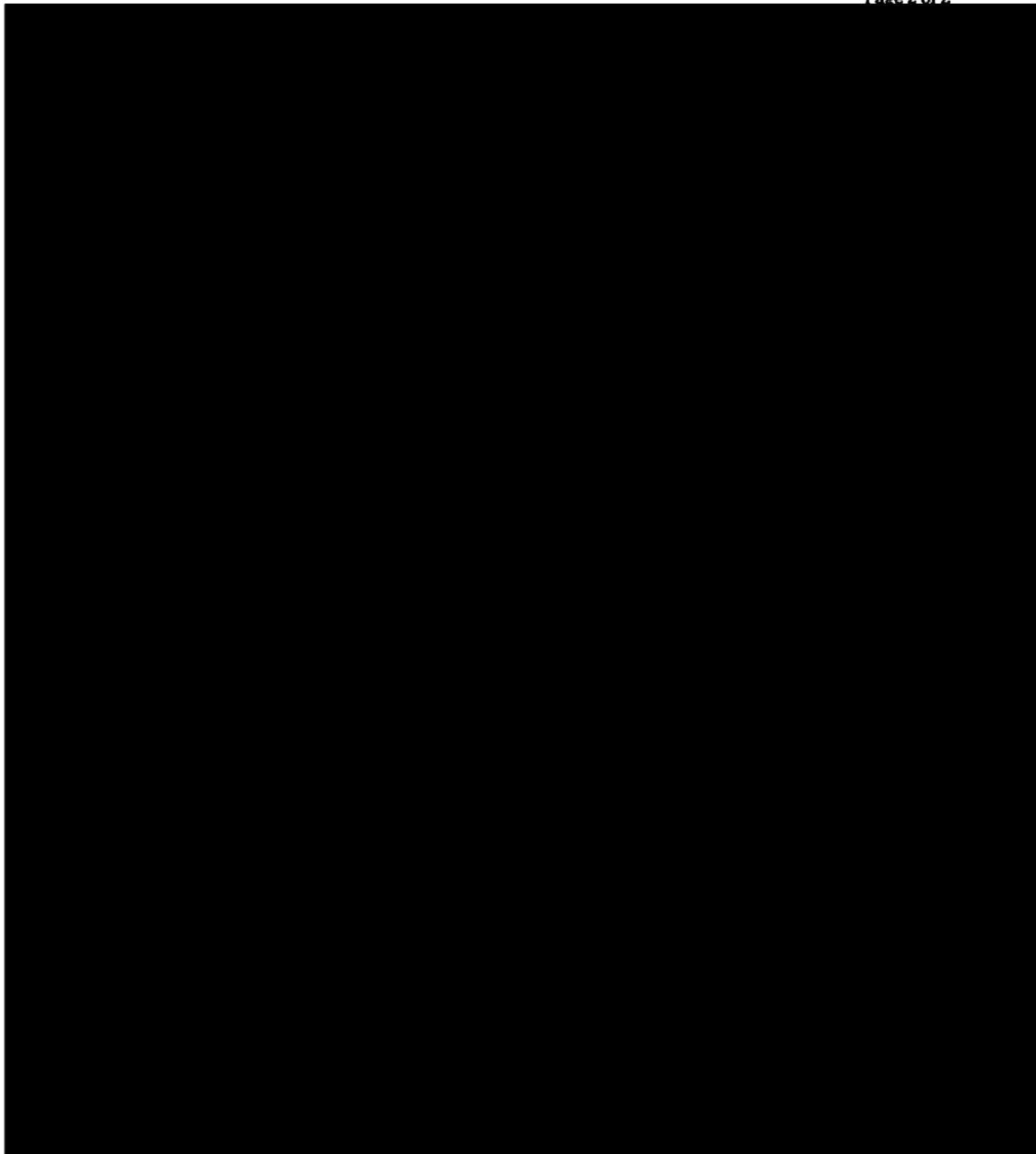


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GANDHI AND ASSOCIATES, INC.

MOHAMMAD ALI ABDO
Electrical Engineer

Page 2 of 2



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EXHIBIT "1"
Page 228 of 253

EXHIBIT F

Contract No. I-14-4193

Gandhi and Associates, Inc. (sub to HDR)

SCOPE OF SERVICES

Phase III Construction (CM Support) for Central Road

The fee estimate is for addressing the Lighting, Plaza, and Traffic Signals questions during the construction phase of the project. The scope shall be limited to answering RFI's regarding plans designed by Gandhi and Associates, Inc. and does not include any additional design or re-design.

Total Estimated Manhours =17 hours

EXHIBIT G**Contract No. I-14-4193****Gandhi and Associates, Inc. (sub to HDR)****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
ISTHA Contract#I-11-4017	I-90, IL 53 to Higgins Road (HDR, Inc.)	\$1,142,307	\$26,959	Dec. 2016
ISTHA Contract#RR-13-5681	Various Projects, Design Upon Request (Infrastructure)	\$400,000	\$33,633	Oct. 2017
IDOT PTB 170/001	Various Traffic Signals (Prime to IDOT)	\$600,000	\$552,117	Oct. 2017
IDOT PTB 163/14	Des Plaines River Road (Knight E/A)	\$94,967	\$31,047	Dec. 2016
IDOT PTB 159/01	US 45 from North of IL 60 (Townline Rd) to South of IL 22 Phase II Project, Lake County (Stanley)	\$155,083	\$118,272	Dec. 2016
IDOT PTB 165/11	FAP 541 (IL 132) (Grand Avenue), from Munn Road to South of Sand Lake Road, Lake County (James J. Benes)	\$90,863	\$42,028	Dec. 2016
IDOT PTB 166/8	Various SCAT Traffic Counts, Various Locations (Sam Schwartz)	\$40,000	\$30,396	Sept. 2017
IDOT PTB 171/03	IL Rte. 72 (Higgins Rd) (Millennia)	\$21,760	\$10,320	Dec. 2016
ISTHA Contract#RR-16-4255	Roadway and Bridge Rehabilitation Veterans Memorial Tollway (I-355), M. P. 12.3 to M. P. 22.3 (STA 11260+00) Butterfield Road	\$373,870	\$373,870	Nov. 2022
CDOT Contract#1462	CDOT Highway Roadway Design, Traffic Studies and Design, Spec#56460	\$81,011	\$60,764	Apr-17

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)	\$ _____				-	

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____ -
TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ _____ -
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ _____ -
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): _____
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): _____

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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)

<p>1 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>2 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>7 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>3 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>8 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>4 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>9 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>5 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>10 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>

** 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: Lin Engineering, Ltd. (Sub to HDR)

Contract Number: I-14-4193

Proposal Date: 9/1/2016

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: I-14-4193

Consultant: Lin Engineering, Ltd. (Sub to HDR)

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Phase III Consultation				6										6
TOTALS				6										6

Contract No.: I-14-4193

Consultant: Lin Engineering, Ltd. (Sub to HDR)

Date: 9/1/2016

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM		
						Total Estimated Work Hours:	12.00	Total Estimated O/T Hours:	
						Average Hourly Rate:	\$55.00	Average Premium O/T Hourly Rate:	
						Total Direct Labor	\$660.00	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	\$55.00	\$55.00	12.00			
No	Senior Engineer/Planner	\$40.00	\$70.00						
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.: I-14-4193

Consultant: Lin Engineering, Ltd. (Sub to HDR)

Date: 9/1/2016

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	Not Used	\$50 - \$70
Project Manager	Project Manager	Fred M. Lin	\$40 - \$70
Project Manager	Project Manager	Michael T. Haley	\$40 - \$70
Senior Engineer/Planner	Senior Engineer	Not Used	\$40 - \$70
Resident Engineer	Not Used	Not Used	\$40 - \$70
Project Engineer/Planner	Civil Engineer	Not Used	\$25 - \$60
Staff Engineer/Planner	Not Used	Not Used	\$20 - \$40
Engineer /Accountant	Not Used	Not Used	\$20 - \$60
Senior Technical Specialist	Senior Technician	Not Used	\$25 - \$60
Technical Specialist	Technician	Not Used	\$15 - \$50
Architect	Not Used	Not Used	\$30 - \$70
Realty Specialists	PLS	Not Used	\$20 - \$70
Intern	Not Used	Not Used	\$8.25 - \$20
Admin/Clerical	Not Used	Not Used	\$8.25 - \$40

Contract No.: I-14-4193

Consultant: Lin Engineering, Ltd. (Sub to HDR)

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Paul B. Lin

Project Manager: Michael T. Haley

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

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:

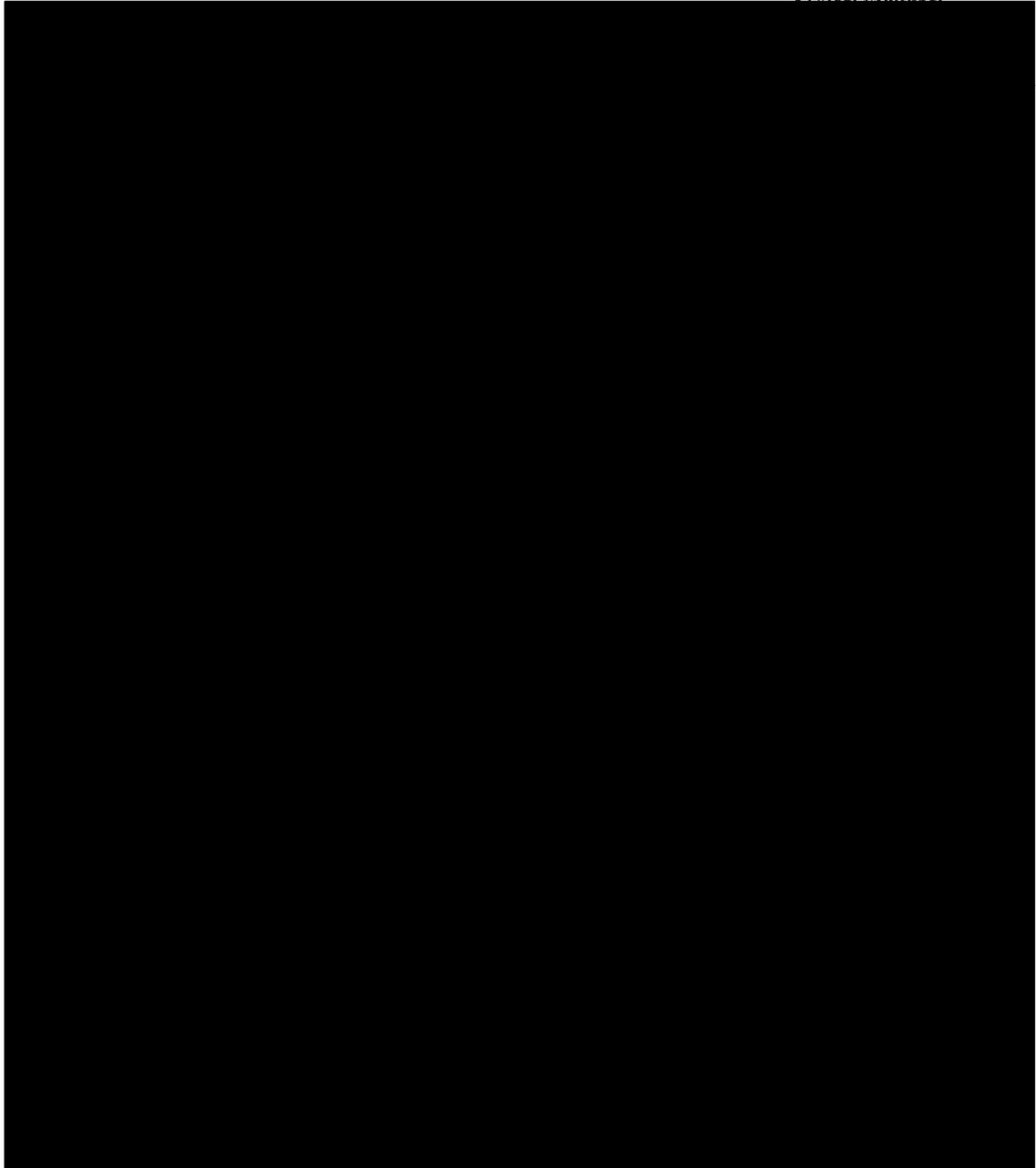
- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

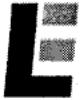


LIN ENGINEERING, LTD.
Consulting Engineers

PAUL B. LIN, P. E., S.E.

Project Manager

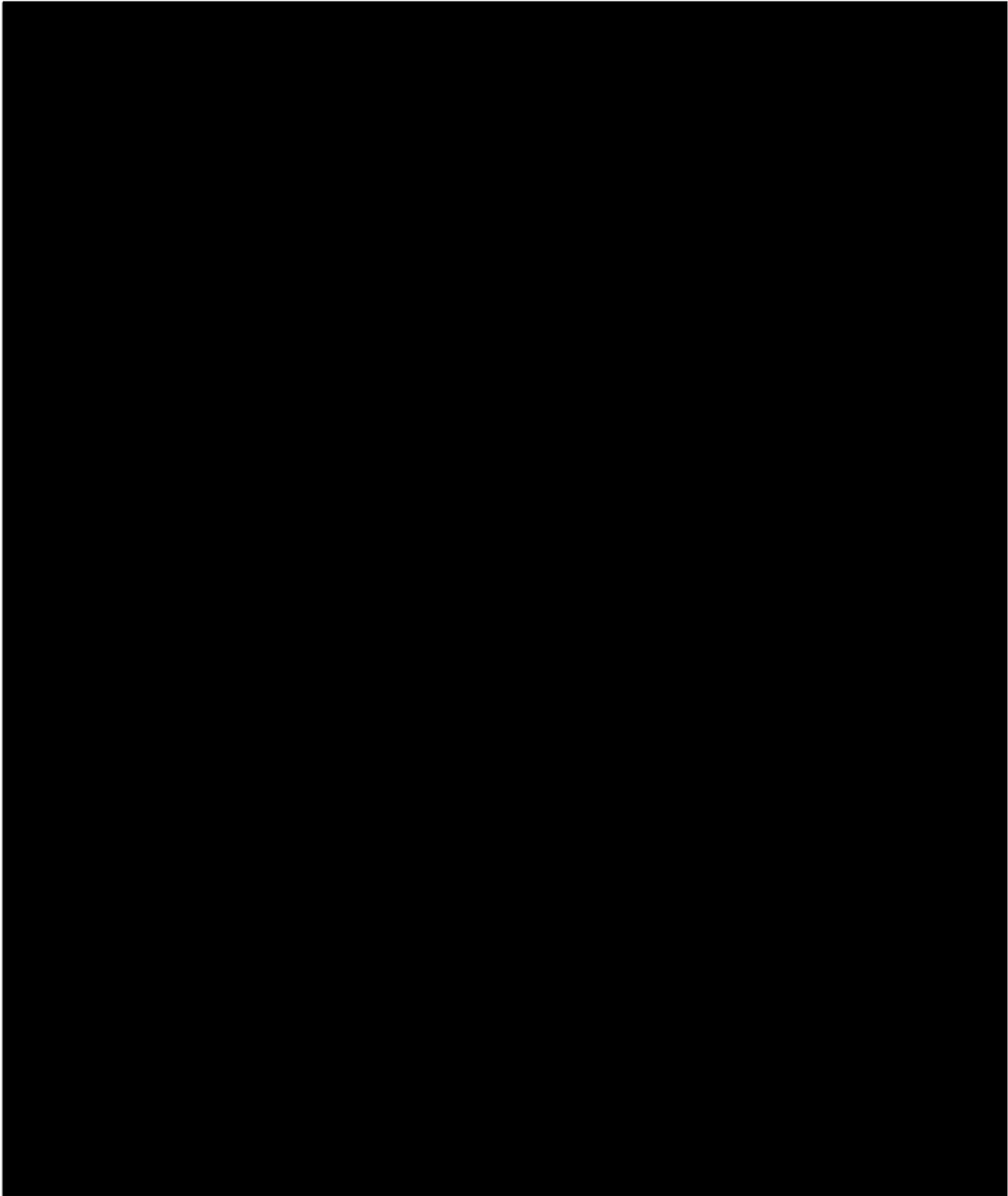




LIN ENGINEERING, LTD.
Consulting Engineers

PAUL B. LIN, P. E., S.E.

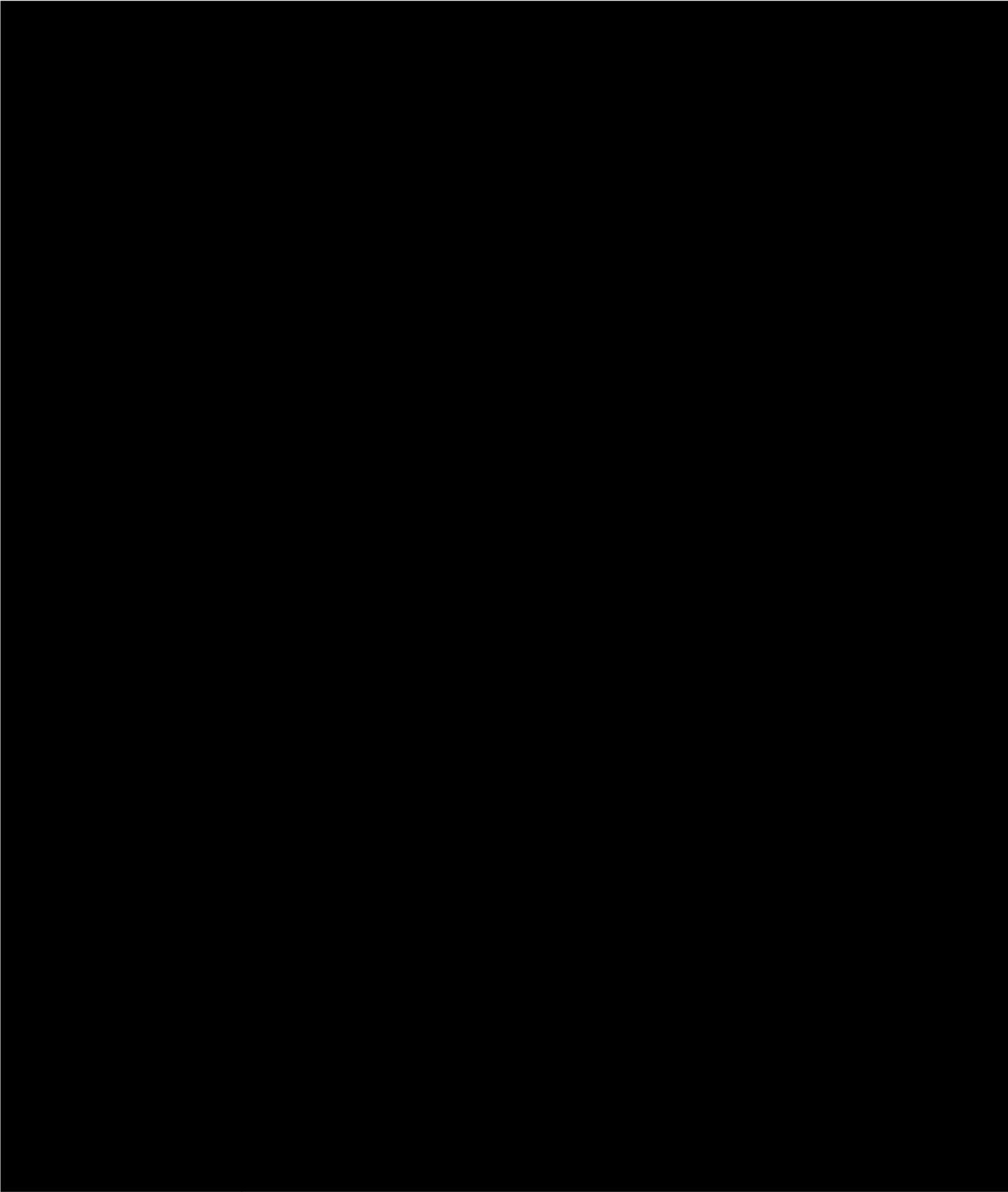
Project Manager





LIN ENGINEERING, LTD.
Consulting Engineers

MICHAEL T. HALEY, P. E., S.E.
Project Manager





LIN ENGINEERING, LTD.
Consulting Engineers

MICHAEL T. HALEY, P. E., S.E.
Project Manager

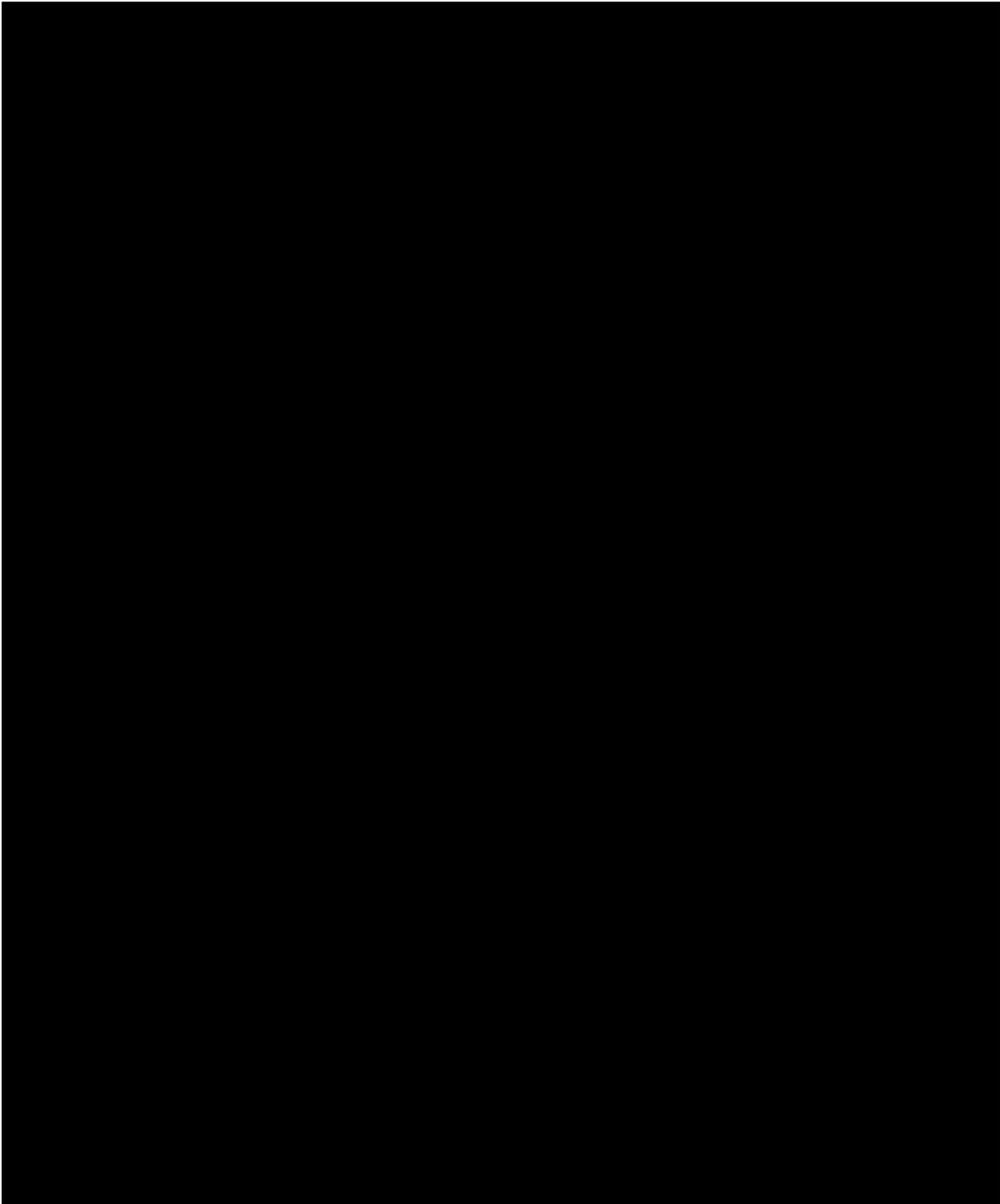


EXHIBIT F

Contract No. I-14-4193

Lin Engineering, Ltd. (Sub to HDR)

SCOPE OF SERVICES

EXHIBIT F
I-14-4193
SCOPE OF SERVICES

Project Location: Central Avenue Break-Out Project

Project Scope: Phase III engineering services are required for the Central Avenue Break-Out project. Phase III consultation to be provided upon request.

Manhour Estimate

Phase III Consultation 12 MH

Detailed Breakdown of Direct Costs

CADD: 10 hrs. x \$15/hr. = \$150.00

Copies: \$ 2.00

Total Direct Cost = \$152.00

EXHIBIT G

Contract No. I-14-4193

Lin Engineering, Ltd. (Sub to HDR)

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
CDOT	Jackson St. Bridge Inspector	\$50,000.00	\$50,000.00	12/1/2018
IDOT	US Route 51 New Constructor	\$1,002,000.00	\$5,000.00	12/31/2016
IDOT	FAP Route 315 Reconstruction	\$287,000.00	\$150,000.00	6/1/2018
IDOT	159th St. Construction Inspection	\$500,000.00	\$300,000.00	12/31/2018
ISTHA	Elgin O'Hare Design Corridor Manager (Sub)	\$1,800,000.00	\$1,800,000.00	12/31/2021
ISTHA	I-294 EOWA	\$2,100,000.00	\$2,000,000.00	12/31/2021

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)		\$	-	

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____ **-**

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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)

<p>1 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>2 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>7 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>3 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>8 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>4 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>9 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>5 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>10 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>

** 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: \$ _____ -