

03/21/19

6.3/12

RESOLUTION NO. 21748

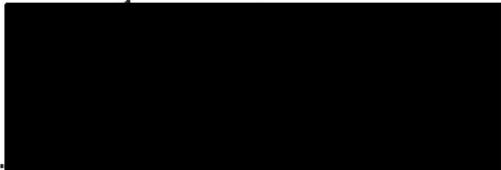
**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Upon Request Services on the Tri-State Tollway (I-294) on Contract No. I-18-4424.

Terra Engineering, Ltd. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,000,000.00. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an agreement with Terra Engineering, Ltd., to obtain Design Upon Request Services, for Contract No. I-18-4424 with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 

Chairman

### 1.4.3 Item 3. I-18-4424, Tri-State Tollway, Design Upon Request

This project has a 22% D/M/WBE participation goal and 2% VOS/SDVOSBE participation goal.

Phase II engineering services are required for work orders that may include preparation of contract plans and engineering studies and other technical services as directed by the Tollway. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical work orders will include projects that are required for the Tollway system, and may include, but not be limited to:

1. Noise Abatement Wall and Retaining Wall contracts.
2. Bridge Improvement contracts.
3. Residential and Commercial Building Demolition contracts.
4. Utility Relocation contracts.
5. On call and as- needed work related on the Tollway system.

The upper limit of compensation will be set at \$5,000,000 to be authorized for use as individual projects are assigned.

Firms must be prequalified by IDOT in the following categories:

**Highways (Freeways)**  
**Structures (Highway Bridges: Typical)**  
**Structures (Highway: Complex)**  
**Special Plans (Typical Lighting)**  
**Special Plans (Complex Lighting)**  
**Special Services (Surveying)**  
**Special Services (Subsurface Utility Engineering)**  
**Special Services (Landscape Architecture)**

The Tollway will allow a prime consultant to meet the prequalification for Structures (Highway: Complex), Special Plans (Typical Lighting), Special Plans (Complex Lighting), Special Services (Surveying), Special Services (Subsurface Utility Engineering), Special Services (Landscape Architecture) through a subconsultant.

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

- The person who will assume the duties of the Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- The person who will perform the duties of the Project Engineer, that individual in charge who is directly involved in the development of the contract documents (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for roadway design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for survey related issues (must be an Illinois Licensed Professional Land Surveyor).
- The person(s) who will perform the QC/QA review work of all milestone submittals, who must be an Illinois Licensed Professional Engineer for roadway elements and an Illinois Licensed Structural Engineer for structural elements. This requirement may be satisfied by one individual who holds both licenses, or two individuals who are licensed in their appropriate categories.
- The person who will be responsible for structural design related issues (must be an Illinois Licensed Structural Engineer).

Schedule: Design for this project is scheduled to start in 2019. Construction of this project is not scheduled.

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

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

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

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

Contract: I.18.4424

Prime: TERRA Engineering LTD

**Key Personnel**

Please note, Classifications with a check mark are the only ones needed per the PSB solicitation requirements.

# Exhibit A – Proposed Staff

## PSB 18-4

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

Project Manager (Items 1 thru 7)			
Name:	Tim Barry, PE		
Firm:	TERRA Engineering, Ltd.		
Category:	IL Licensed Professional Engineer		
License #:	062.055149		
Year Registered:	2001	State:	IL
Office Address:	225 W. Ohio Street, 4 <sup>th</sup> Floor		
City:	Chicago	State:	IL

Project Engineer (Items 1 & 3)			
Name:	David Landeweer, PE		
Firm:	TERRA Engineering, Ltd.		
Category:	IL Licensed Professional Engineer		
License #:	062.042363		
Year Registered:	1985	State:	IL
Office Address:	225 W. Ohio Street, 4 <sup>th</sup> Floor		
City:	Chicago	State:	IL

Roadway Design (Items 1 & 3)			
Name:	Eric Boelter, PE		
Firm:	Patrick Engineering, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-065509		
Year Registered:	2013	State:	IL
Office Address:	4970 Varsity Drive		
City:	Lisle	State:	IL

Structural Design (Items 1 & 3)			
Name:	Kurt Naus, PE, SE		
Firm:	Alfred Benesch & Company		
Category:	IL Licensed Structural Engineer		
License #:	081.006578		
Year Registered:	2008	State:	IL
Office Address:	35 W. Wacker Dr. Suite 3300		
City:	Chicago	State:	IL

Drainage Design (Item 1)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Architect (Item 1)			
Name:			
Firm:			
Category:	IL Licensed Professional Architect		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Electrical Design (Item 1)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Mechanical Design (Item 1)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

**Exhibit A – Proposed Staff  
PSB 18-4, continued**

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

<b>Land Acquisition (Item 1)</b>			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

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

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

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

<b>QC/QA Roadway (Item 1, 2 and 3)</b>			
Name:	Eric Therkildsen, PE		
Firm:	TERRA Engineering, Ltd.		
Category:	IL Licensed Professional Engineer		
License #:	062.044857		
Year Registered:	1989	State:	IL
Office Address:	401 Main Street, Suite 1560		
City:	Peoria	State:	IL

<b>QC/QA Structural (Item 1, 2 and 3)</b>			
Name:	Sarah Davis, PE, SE		
Firm:	Alfred Benesch & Co.		
Category:	IL Licensed Structural Engineer		
License #:	081.005884		
Year Registered:	2008	State:	IL
Office Address:	35 W. Wacker Dr. Suite 3300		
City:	Chicago	State:	IL

<b>Resident Engineer (Items 2, 4 thru 7)</b>			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Material Coordinator (Items 2, 4 thru 7)</b>			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Document Technician (Items 2, 4 thru 7)</b>			
Name:			
Firm:			
Category:	Documentation Certification Number- IDOT class S-14		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Material QA Technician (Items 2, 4 thru 7)</b>			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

**Exhibit A – Proposed Staff  
PSB 18-4, continued**

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

<b>Survey (Item 3)</b>			
Name:	Tom Baumgartner, PLS		
Firm:	TERRA Engineering, Ltd.		
Category:	IL Licensed Professional Land Surveyor		
License #:	035.003142		
Year Registered:	1995	State:	IL
Office Address:	225 W. Ohio Street, 4 <sup>th</sup> Floor		
City:	Chicago	State:	IL

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

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

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

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

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

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

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

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

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

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

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

**Exhibit A continued**  
**Attach resumes for Key Project Personnel.**

<u>Management</u>	<u>1</u>	<u>Professionals</u>	<u>16</u>	<u>Technical Staff</u>	
Total	<u>1</u>	Engineers	<u>16</u>	Technicians	<u>          </u>
		Land Surveyors	<u>2</u>	Draftsmen	<u>          </u>
		Architects	<u>2</u>	Survey Crew	<u>          </u>
		Others	<u>2</u>	Clerical	<u>          </u>
		<b>Total</b>	<b><u>22</u></b>	Other	<u>1</u>
				<b>Total</b>	<b><u>          </u></b>
				Total Projected Staff	<u>24</u>

**Exhibit A – Proposed Staff**

**PSB# 18-4 Item# 03**

Firm will complete project within estimated time listed in the project advertisement. Yes  No

If Yes, provide completion date and/or number of months. Design will start in 2019; End date will be determined per task order

If No, explain:

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Exhibit A



I-18-4424

CLOSE WINDOW

[Print](#)

### Certified Profile

#### Business & Contact Information

Business Name **Aqua Vitae Engineering LLC**  
 Owner **Mr Gary Paradossi**  
 Address **125 S Burton Place**  
 > [Map This Address](#) **Arlington Heights, IL 60005**  
 Phone **847-239-4512**  
 Fax **847-577-0744**  
 Email **[GPARADOSKI@AQUA-VITAEGROUP.COM](mailto:GPARADOSKI@AQUA-VITAEGROUP.COM)**  
 Website **<https://WWW.AQUA-VITAEGROUP.COM>**  
 Ethnicity **Caucasian**  
 Gender **Male**  
 County **Cook (IL)**

#### Certification Information

Certifying Agency **State of Illinois Central Management Services**  
 Certification Type **VOSB - Veteran Owned Small Business**  
 Renewal Date **1/23/2020**  
 Expiration Date **1/23/2020**  
 Certified Business Description **Civil Engineering**

#### Commodity Codes

Code	Description
NIGP 92517	Civil Engineering

#### Additional Information

Region **Metro Chicago**

**EXHIBIT F - Letter of Intent**

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

Project Name: Tri-State Tollway, Design Upon Request Project/Solicitation Number: I-18-4424 / PSB 18-4 Item 3

Name of Prime Vendor: TERRA Engineering, Ltd. VOSB Compliance Contact: Tim Barry

Address: 225 W. Ohio Street, 4th Floor

City: Chicago State: IL Zip Code: 60654

Telephone: 312.467.0123 Fax: 312.467.0220 Email: tbarry@terraengineering.com

Name of Certified VOSB Vendor: Aqua Vitae Engineering, LLC

Address: 125 S. Burton Place VOSB Compliance Contact: Gary D. Paradoski, P.E.

City: Arlington Heights State: IL Zip Code: 60005

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

Type of agreement:  Services

Anticipated start date of the Certified VOSB Vendor: 2019

Proposed 2.00 % of Contract to be performed by the VOSB Vendor.

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

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

Erosion Control, Landscape, Roadway, and Subsurface Utility Engineering design services.

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

Vendor (Company Name and D/B/A):  
  
 Signature:   
 Print Name: Tim Barry  
 Title: Director of Transportation  
 Date: 11/5/2018

Certified VOSB Vendor (Company Name and D/B/A):  
  
 Signature:   
 Print Name: Gary D. Paradoski, P.E.  
 Title: President  
 Date: 11/5/2018

### Business & Contact Information

BUSINESS NAME **Terra Engineering, Ltd.**

OWNER **Karen Steingraber**

ADDRESS **225 W. Ohio St., 4th Floor** [Map This Address](#)  
**Chicago, IL 60654**

PHONE **312-467-0123**

EMAIL [ksteingraber@terraengineering.com](mailto:ksteingraber@terraengineering.com)

WEBSITE <http://www.terraengineering.com>

### Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **WBE - Women Business Enterprise**

CERTIFICATION DATE **2/28/2019**

RENEWAL DATE **4/1/2020**

CERTIFIED BUSINESS DESCRIPTION **NAICS 541320 Landscape architectural services  
 NAICS 541330 Engineering services  
 NAICS 541370 Surveying and mapping services (except geophysical)**

### Commodity Codes

Code	Description
NAICS 541320	Landscape architectural services
NAICS 541330	Engineering services
NAICS 541370	Surveying and mapping services (except geophysical)

### Additional Information

SERVICE-DISABLED VETERAN BUSINESS **No**

# Unified Certification Program - Search

**Contractor Details**[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**Cheri K. Lewis**      **Email:** [mwhiteside@ckleng.com](mailto:mwhiteside@ckleng.com)**Engineers, LLC dba**      **Phone:** (312) 763-2989**CKL Engineers, LLC**      **Fax:** (312) 465-2781

Mae C. Whiteside  
700 N. Green St., Ste.  
204  
Chicago, IL 60642

**County:** Cook**Categories:** Architecture\Engineering, Professional**NAICS**

541330-Engineering  
Services

541715-Research and  
Development in the  
Physical, Engineering, and  
Life Sciences (except  
Nanotechnology and  
Biotechnology)

**Speciality**

541330- CONSTRUCTION  
INSPECTION

541715- RESEARCH

# Unified Certification Program - Search

**Contractor Details**[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**Wynndalco****Enterprises, LLC**

David R. Andalco  
19081 Old LaGrange Rd.,  
STE 106  
Mokena, IL 60448-0000

**County:** Cook**Email:** [d.andalco@wynndalco.com](mailto:d.andalco@wynndalco.com)**Phone:** 312-256-9090**Fax:** 312-256-9091**Categories:** Architecture\Engineering, Professional**NAICS**

541330 - Engineering  
services  
541512 - Computer  
Systems Design Services

**Speciality**

541330 - Engineering  
Services  
541512 - Information  
Technology Deployment,  
System Integration,  
Information Technology  
Training, Wireless Networks,  
Information Technology  
Project Management and  
Database Development

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM  
FOR  
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

PSB: 18-4 ITEM: 3

MEMORANDUM OF UNDERSTANDING  
BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
Terra Engineering, Ltd	225 W Ohio St, Chicago, IL 60654		CKL Engineers, LLC	700 N. Green St, Suite 204 Chicago, IL 60642

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

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

I. PROGRAM PURPOSE

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

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

A DBE means a business certified by the Illinois Unified Certification Program as a DBE, or certified by the City of Chicago or Cook County as an MWBE, or certified by the U.S. Small Business Administration (SBA) as an 8(a) business.

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

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 4.0 %

Scope:

Tri-State Tollway, Design Upon Request

- Work not applicable to prequalification category(ies) %

Scope:

Note: Protégé must participate in either one or both of these areas

2. In area(s) not being mentored:

- Work the Protégé will self-perform

1.00 %

*Note: Protégé participation in this area is optional*

3. Total participation by the Protégé (Sum of 1. and 2.)

5.0%

B. Briefly describe an assessment of the Protégé's needs (*one-half page maximum*).

CKL Engineers (Protege) is a registered DBE specializing in construction inspection services. CKL is seeking growth in qualification and for the firm through roadway design-related opportunities. CKL will be provided mentoring through a unique opportunity to learn from Terra by committing an CKL employee to be located in Terra's office in Chicago. Tri-State Tollway Design is the targeted qualification.

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

Terra Engineering, Ltd (Mentor) will provide guidance and oversight to the Protege with design assignments including and not limited to the following: highway geometric design, preparation of typical sections, removal plans, plan and profile drawings, landscaping and fencing plans, cross-sections and assisting with preparation of quantity calculations and cost estimates. Mentor will also provide training and guidance in the use of design and CAD software including Microstation and Geopak. Mentor will have Protege provide assigned staff to work in Mentor's office, to provide day to day guidance, and will be responsible to evaluate and review the work performed by the Protege and provide review comments. Mentor will oversee and provide assistance in these areas and assist the Protege in the knowledge and understanding of Tollway standards and procedures.

**III. MENTOR EXPERIENCE WITH THE PROGRAM**

A. Has the Prime consultant served as a Mentor on a Tollway project completed within the last five years? If yes, list Contract #(s):

YES  NO

I-11-4023

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

Engineering and PM skills to progress to req. in Freeways-Typical; Drainage design; Tollway business procedure.

B. Is the Prime consultant currently serving as a Mentor on a Tollway project? If yes, list Contract #(s):

YES  NO

RR-14-4221, I-18-4356

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

Special Studies (Location Drainage) and Hydraulic Reports (Waterways). Tollways business practices and procedures for CE work.

C. Has the Prime consultant mentored the Protégé on another Tollway project within the last five years? If yes, list Contract #(s):

YES  NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

**IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM**

A. Has the DBE firm ever been contracted by the Tollway as a Prime consultant? If yes, list date, Contract #, and description of scope for each project(s):

YES  NO

<u>Date</u>	<u>Contract #</u>	<u>Description of Scope</u>
-------------	-------------------	-----------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Has the DBE firm participated in a Mentor/Protégé relationship on a Tollway project completed within the last five years? If yes, list the following for each project(s).

YES  NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
I-13-4112	\$150,000	STV Incorporated	Contract Administration
RR-14-4424	\$258,046	Jacobs/Hanson/EFK Moen	Phase I project planning and management
_____	_____	_____	_____

C. Is the DBE firm currently participating in a Mentor/Protégé relationship on a Tollway project? If yes, list the following for each project(s).

YES  NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
I-16-4266	\$83,512	CH2M	Safety Studies
_____	_____	_____	_____
_____	_____	_____	_____

D. Has the DBE firm participated in a Mentor/Protégé relationship on an Illinois Department of Transportation project completed within the last five years? If yes, list the following for each project(s).

YES  NO

<u>PTB No/Item</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

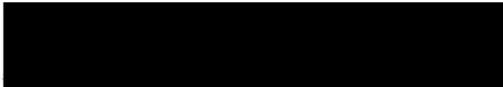
- E. If the Protégé has been mentored in the same Area of Assistance proposed on this project for a Tollway and/or IDOT project a combined total of more than three times, provide explanation supporting need for additional mentoring.

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**V. STATEMENT OF COMMITMENT**

The purpose of this statement is to confirm a commitment between the Mentor and Protégé, that upon notice of selection from the Illinois Tollway for this PSB Item, a formal Partnering for Growth Agreement for DBEs will be prepared in accordance with the current guidelines of the Tollway's Partnering for Growth Program.

Should the proposer, after contract negotiation, wish to modify the 'Plan to Achieve Diversity Goal', the awarded consultant is requested to submit to the General Manager of Diversity a detailed explanation of the work category changes that were not known at the time of the SOI submittal.

  
SIGNATURE (Mentor Representative)

10/30/2018  
(Date)

  
SIGNATURE (Protégé Representative)

10/29/18  
(Date)

EXHIBIT E - VOSB

PARTNERING FOR GROWTH PROGRAM

FOR

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

PSB: 18-4 ITEM: 3

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A	THE PROTÉGÉ:	FIRM NAME ADDRESS
TERRA Engineering, Ltd.	225 W. Ohio Street, 4th Floor Chicago, IL 60654	N	Aqua Vitae Engineering, LLC	125 S Burton Place, Arlington Heights, IL 60005

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

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

**I. PROGRAM PURPOSE**

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

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

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

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

**II. CONFORMANCE TO PROGRAM GOALS**

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 1 %

Scope:

Landscape Architecture and Roadway Design Plans, Specs & Estimates

- Work not applicable to prequalification category(ies) \_\_\_\_\_ %

Scope:

*Note: Protégé must participate in either one or both of these areas*

**III. MENTOR EXPERIENCE WITH THE PROGRAM**

A. Has the Prime consultant served as a Mentor on a Tollway project completed within the last five years? If yes, list Contract #(s):

YES  NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

B. Is the Prime consultant currently serving as a Mentor on a Tollway project? If yes, list Contract #(s):

YES  NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

C. Has the Prime consultant mentored the Protégé on another Tollway project within the last five years? If yes, list Contract #(s):

YES  NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

**IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM**

A. Has the VOSB firm ever been contracted by the Tollway as a Prime consultant? If yes, list date, Contract #, and description of scope for each project(s):

YES  NO

<u>Date</u>	<u>Contract #</u>	<u>Description of Scope</u>
11/5/2018		
11/5/2018		

B. Has the VOSB firm participated in a Mentor/Protégé relationship on a Tollway project completed within the last five years? If yes, list the following for each project(s).

YES  NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
RR-16-9198	\$60,000	Atlas Engineering Group, Ltd.	Construction Inspection Documentation Engineer; Project Management; QA/QC; Tollway procedures, staffing, invoicing, staffing, training, budgeting.
_____	_____	_____	_____
_____	_____	_____	_____

C. Is the VOSB firm currently participating in a Mentor/Protégé relationship on a Tollway project? If yes, list the following for each project(s).

YES  NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
I-17-4300	\$770,000	Jacobs Engineering, Inc.	Highways: Roads and Streets; Internal Training; and QA/QC.
I-17-4302	\$212,000	V3 Companies, Ltd.	Drainage Design and Analysis and Plan Preparation; Landscape and Erosion Control; Special Provisions, pay items and SWPPP; MicroStation CAD and Projectwise; Project Management and QA/QC
I-18-4357	\$200,000	Gonzalez Companies, LLC	Construction Inspection; Tollway Specs; project documentation.

D. Has the VOSB firm participated in a Mentor/Protégé relationship on an Illinois Department of Transportation project completed within the last five years? If yes, list the following for each project(s).

YES  NO

<u>PTB No/Item</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. In area(s) not being mentored:

- Work the Protégé will self-perform

1%

*Note: Protégé participation in this area is optional*

3. Total participation by the Protégé (Sum of 1. and 2.)

2%

B. Briefly describe an assessment of the Protégé's needs (*one-half page maximum*).

Aqua Vitae needs mentoring in Landscape design services specifically along roadways so that it can gain experience to qualify for the IDOT Landscape Architecture pre-qualification. Aqua Vitae also needs mentoring in Roadway design preparation of plans, special provisions and estimates so that it can gain experience to qualify for the IDOT Roads and Streets pre-qualification.

---

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

TERRA will provide opportunities for work in Landscape Architecture to allow Aqua Vitae to apply for prequalification with IDOT

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- E. If the Protégé has been mentored in the same Area of Assistance proposed on this project for a Tollway and/or IDOT project a combined total of more than three times, provide explanation supporting need for additional mentoring.

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**V. STATEMENT OF COMMITMENT**

The purpose of this statement is to confirm a commitment between the Mentor and Protégé, that upon notice of selection from the Illinois Tollway for this PSB Item, a formal Partnering for Growth Agreement for VOSBs will be prepared in accordance with the current guidelines of the Tollway's Partnering for Growth Program.

Should the proposer, after contract negotiation, wish to modify the 'Plan to Achieve Diversity Goal', the awarded consultant is requested to submit to the General Manager of Diversity a detailed explanation of the work category changes that were not known at the time of the SOI submittal.



SIGNATURE (Mentor Representative)

11/5/2018

(Date)

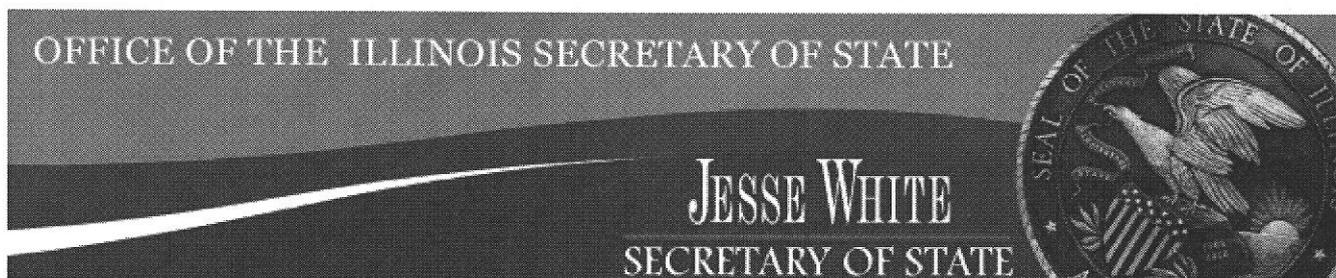


SIGNATURE (Protégé Representative)

11/5/2018

(Date)

I-18-4424



## CORPORATION FILE DETAIL REPORT

File Number	57025611		
Entity Name	TERRA ENGINEERING, LTD.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	10/14/1992	State	ILLINOIS
Agent Name	KAREN SUE STEINGRABER	Agent Change Date	08/09/2007
Agent Street Address	225 W OHIO ST 4TH FLR	President Name & Address	KAREN STEINGRABER 9601 LAKESHORE DRIVE NEWTON WI 53063
Agent City	CHICAGO	Secretary Name & Address	JAMIL F BOU-SAAB 1023 HOME AVE OAK PARK IL 60302
Agent Zip	60610	Duration Date	PERPETUAL
Annual Report Filing Date	09/05/2018	For Year	2018

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(One Certificate per Transaction)

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[Articles of Amendment Effecting A Name Change](#)
[Change of Registered Agent and/or Registered Office Address](#)
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

**Gomez, Graciela**

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**From:** Gomez, Graciela  
**Sent:** Monday, March 18, 2019 11:08 AM  
**To:** Gomez, Graciela  
**Subject:** contract No I-18-4424 Terra Engineering, Ltd. FEIN [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      11:03 03/18/19

ACTION: S

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

**DISCLAIMER:**

AS OF 03/18/19 AT 11:05 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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**Gomez, Graciela**

---

**From:** Gomez, Graciela  
**Sent:** Monday, March 18, 2019 11:11 AM  
**To:** Gomez, Graciela  
**Subject:** Contract NO I-18-4424 Bowman Consulting Group, LTD FEIN [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      11:10 03/18/19

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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**Gomez, Graciela**

---

**From:** Gomez, Graciela  
**Sent:** Monday, March 18, 2019 11:12 AM  
**To:** Gomez, Graciela  
**Subject:** Contract No I-18-4424 Cheri K. Lewis Engineers, LLC (dba CKL Engineers, LLC) - FEIN  
[REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      11:11 03/18/19

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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**Gomez, Graciela**

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**From:** Gomez, Graciela  
**Sent:** Monday, March 18, 2019 11:13 AM  
**To:** Gomez, Graciela  
**Subject:** Contract No I-18-4424 Patrick Engineering, Inc. - FEIN [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      11:12 03/18/19

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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**Gomez, Graciela**

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**From:** Gomez, Graciela  
**Sent:** Monday, March 18, 2019 11:14 AM  
**To:** Gomez, Graciela  
**Subject:** Contract NO I-18-4424 Wynndalco Enterprises, LLC - FEIN [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      11:12 03/18/19

ACTION: S

VENDOR NUMBER= \*\*\*\* [REDACTED]                      OFFSET: 00 OF 00  
VENDOR NAME: \*  
CLAIMING AGENCY NUMBER: \*  
CLAIMING AGENCY NAME: \*  
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DESIGN UPON REQUEST  
DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 21<sup>st</sup> day of **March, 2019**, 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 **TERRA ENGINEERING, LTD.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **March 15, 2019**, to provide design section engineering services for Contract No. **I-18-4424** for **Tri-State Tollway, Design Upon Request- On-call and As-needed**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-4, Item 3**, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **I-18-4424** for **Tri-State Tollway, Design Upon Request- On-call and As-needed** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the DESIGN SECTION ENGINEER of **March 15, 2019**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

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

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

## ARTICLE II

### Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or March 22, 2019** and ending **December 31, 2026**, in accordance with the schedule included in the attached proposal.

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

## ARTICLE III

### Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as each of these amounts are shown in Exhibit "1") with an upper limit of compensation of **Five Million Dollars and No Cents (\$5,000,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

## ARTICLE IV

### Scope of the Service – "Upon Request" Contracts

The DESIGN SECTION ENGINEER understands that this is an "assignment(s) upon request" contract wherein the DESIGN SECTION ENGINEER will be assigned various tasks over the duration of this Contract. Thus, the extent of services will not be determined until such time that a task has been assigned by the TOLLWAY. Upon assignment of a Task, the DESIGN SECTION ENGINEER shall meet with representatives of the TOLLWAY; prepare a scope of services to complete the task; and

submit a Proposal for the services to be performed. The DESIGN SECTION ENGINEER shall perform the task for not more than the total proposed task fee as authorized by the TOLLWAY. In no event will the DESIGN SECTION ENGINEER be entitled to additional compensation due to its errors in estimating the time, costs or expertise required to complete the task assignments. Only upon a change in the scope of task services, as documented in writing by the DESIGN SECTION ENGINEER and subsequently approved in writing by the Chief Engineering Officer, will any additional fees be approved. The total compensation for the entirety of all task assignments shall not be in excess of **Five Million Dollars and No Cents (\$5,000,000.00)** being the amount set as the Upper Limit of Compensation for this Contract.

## ARTICLE V

### Compliance with State and Other Laws

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

### Governing Law; Exclusive Jurisdiction

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

### Confidentiality

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

The foregoing obligations shall not apply to confidential data or information lawfully in the DESIGN SECTION ENGINEER's possession prior to its acquisition from the

TOLLWAY; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; or independently developed by the DESIGN SECTION ENGINEER without the use or benefit of the TOLLWAY's confidential information.

## ARTICLE VI

### Responsibility for Injuries and Damages

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

## ARTICLE VII

### Insurance

The DESIGN SECTION ENGINEER agrees to procure and maintain during the entire term of this contract and any extensions thereto, at its own expense and without additional expense to the TOLLWAY, adequate insurance for claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the DESIGN SECTION ENGINEER, his agents, representatives, employees or subcontractors. Work shall not commence until all insurance required by this section has been obtained and acceptable documentation provided to the TOLLWAY. Acceptable insurance companies shall be authorized or approved to transact business under the laws of the State of Illinois, shall be rated by A.M. Best and Company with a financial strength rating of "A-" or better and a financial size category of not less than "VII".

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

- a. Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the DESIGN SECTION

ENGINEER's employees acting within the course and scope of their employment.

- b. Commercial General Liability Insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 10/03 or equivalent, covering premises operations, independent contractors, blanket contractual liability, and personal injury with minimum limits of \$1,000,000.00 (One Millions Dollars) each occurrence and \$2,000,000.00 (Two Million Dollars) annual general aggregate.

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

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

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

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

## ARTICLE VIII

### Ownership of Documents

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

## ARTICLE IX

### Financial Statement

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

## ARTICLE X

### Successors and Assigns

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

## ARTICLE XI

### Subcontractors

The DESIGN SECTION ENGINEER shall not subcontract or assign services to be performed under this Agreement without prior written approval of the TOLLWAY, except

that the DESIGN SECTION ENGINEER may without such prior approval, contract with others for photogrammetric maps, equipment and supplies, printed matter, and other reproductions and stenographic, clerical or any other non-technical services.

## ARTICLE XII

### Suspension

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

## ARTICLE XIII

### Termination

#### A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the DESIGN SECTION ENGINEER. Upon termination and within ten (10) days of said termination, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report, in form satisfactory to the Chief Engineering Officer of the TOLLWAY, including information as to all the services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineering Officer of the TOLLWAY. The TOLLWAY will review the Progress Report and services and determine the percentage of the work required to be performed under this Agreement that has been completed by the DESIGN SECTION ENGINEER. In case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineering Officer shall be final. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall, additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to date of termination in accordance with the requirements of the Design Section Engineer's Manual in effect at the date of contract execution, and as revised thereafter.

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

review the final Progress Report and determine the percentage of completed services performed under the Agreement by the DESIGN SECTION ENGINEER.

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

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

#### B. Termination for Cause

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

2. The conditions for termination for cause are as follows:
  - a. If DESIGN SECTION ENGINEER becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of

creditors, or becomes the subject of any proceeding commenced under any statute or law established for the relief of debtors;

- b. If a receiver, trustee or liquidator of any of the property or income of DESIGN SECTION ENGINEER shall be appointed;
- c. If DESIGN SECTION ENGINEER shall fail to perform the scope of services, or any part thereof, with the diligence necessary to maintain its progress and complete the scope of services as prescribed by the time schedule and shall fail to take such steps as directed by the TOLLWAY to remedy delays within five (5) days after written notice thereof from TOLLWAY;
- d. If DESIGN SECTION ENGINEER shall violate any of the terms, provisions, conditions, covenants, or Certifications contained in this Agreement and shall fail to take such steps as directed by the TOLLWAY to remedy such default within five (5) days after written notice thereof from TOLLWAY.

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

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

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

C. Termination due to Lack of an Appropriation

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

#### ARTICLE XIV

##### Solicitations

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

#### ARTICLE XV

##### Record Retention and Audit

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

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

to enter the DESIGN SECTION ENGINEER's place of business in order to audit the records. If they are not produced in a timely manner by the DESIGN SECTION ENGINEER, then the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

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

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

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

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

## ARTICLE XVI

### Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **TERRA Engineering, Ltd., 225 W. Ohio Street, 4<sup>th</sup> Floor, Chicago, Illinois 60654**, or to the Chief Engineering Officer at 2700 Ogden Avenue, Downers

Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

## ARTICLE XVII

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

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

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

## ARTICLE XVIII

### Miscellaneous

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

## ARTICLE XIX

### Inspector General

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

## ARTICLE XX

### Engineer Selection Process

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

## ARTICLE XXI

### Report of a Change in Circumstances

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

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

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

## ARTICLE XXII

### EXPATRIATED ENTITIES

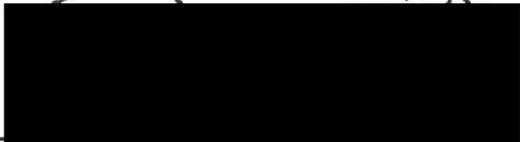
Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-18-4424 the day and year first above written.

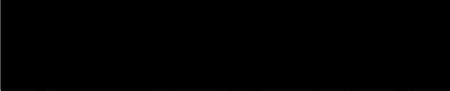
THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

TERRA ENGINEERING, LTD.

By  5/10/19  
~~Acting Executive Director - Signature~~ Date  
~~Kevin A. [Redacted]~~

 4/3/19  
~~President - Signature~~ Date  
Executive Vice-President  
Jamil BOU-Sabah  
Printed Name as Signed Above

APPROVED:  
 5/8/19  
Chief Financial Officer - Signature Date  
Michael Colsch

APPROVED:  
 5/3/19  
~~Acting General Counsel - Signature~~ Date  
~~Robert Lane~~

Approved as to Form and Constitutionality  
 5/1/19  
Attorney General, State of Illinois - Signature Date

## DESIGN SECTION ENGINEER PROPOSAL

### FOR CONTRACT NUMBER I-18-4424

This proposal, dated March 15, 2019, is submitted by TERRA Engineering, LTD of 225 W. Ohio Street, Chicago, IL for Design Section Engineer's Service.

#### DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-18-4424 for which we propose to provide Design Section Engineering Services is the Tri-State Tollway, Design Upon Request, in Cook and DuPage County (Counties), Illinois.

#### SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 18-4, Item 3, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, in effect at the date the contract is awarded, and as revised thereafter, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

#### RESPONSIBILITY

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

#### FEE PROPOSAL

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

**ACTUAL 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 5,000,000.00 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT I-18-4424

SUBMITTED BY:

FIRM NAME: TERRA Engineering, Ltd.

ADDRESS: 225 W. Ohio Street, 4th Floor

CITY, STATE &:  
ZIP CODE: Chicago, IL 60654

TELEPHONE: 312-467-0123

FACSIMILE: 312-467-0220

SIGNED BY: 

PRINTED NAME: Karen Steingraber

TITLE: President

**EXHIBIT F**

**CONTRACT I-18-4424**

**(TERRA Engineering, Ltd)**

**SCOPE OF SERVICES**

Phase II engineering services are required for work orders that may include preparation of contract plans and engineering studies and other technical services as directed by the Tollway. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical work orders will include projects that are required for the Tollway system, and may include, but not be limited to:

1. Noise Abatement Wall and Retaining Wall contracts.
2. Bridge Improvement contracts.
3. Residential and Commercial Building Demolition contracts.
4. Utility Relocation contracts.
5. On call and as- needed work related on the Tollway system.

**EXHIBIT G**

**CONTRACT I-18-4424**

**(TERRA Engineering, 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
CDB Project No. 816-010-038 / CDB Contract No. 13041310	GSU Roadway and Sewer Repair	\$191,896.00	\$26,055.98	Mar-19
D-30-011-11 / PTB 159-32	BBS In-House Consultant	\$275,088.68	\$184,015.94	Dec-19
P-93-036-11 / PTB 161-022	US45/52 over Rock Creek	\$66,910.60	\$20,211.60	Mar-19
P-93-036-11 / PTB 161-022	IL 72 over Stream	\$68,795.00	\$11,877.58	Mar-19
P-93-036-11 / PTB 161-022	IL 17 over Canary Creek	\$65,334.00	\$23,755.67	Mar-19
P-30-003-14 / PTB 170-022	Truck Weight Study	\$413,041.00	\$116,011.98	Mar-19
C-94-096-012 / PTB 180-011	IDOT Independent Weight Checks	\$33,454.06	\$4,550.16	Dec-19
C-94-096-012 / PTB 180-011	US 150 over BNSF Railroad (Millenia)	\$29,384.92	\$17,225.08	Dec-19
C-94-054-016 / PTB 180-011	Construction observation in Stark and Henry Counties	\$249,287.00	\$108,701.05	Mar-18
HPR-66-140-18 / PTB 185-029	Traffic Counts for D6,7,8 & 9	\$2,500,000.00	1704,898.57	Oct-19
D-94-038-12 / PTB 163-25	New railroad bridge over IL 29 north of Chillicothe	\$126,626.12	\$82,098.67	On-going
D-94-097-07 / PTB 153-44	IL 29 Extension	\$207,362.59	\$96,988.24	May-19
RR-15-9975R / PSB16-2 Item 2	Traffic and Planning Studies	\$408,000.00	\$160,594.62	Dec-19
I-15-4658 / PSB15-2 Item 7	EOWA, I-294 to I-9 Bensenville Yard Underpass. Phase II Engineering Services	\$6,769,676.00	\$6,452,892.09	Feb-21
RR-14-5704 / PSB14-3 Item 7	4243 - CUR - Tollway Construction upon Request	\$4,000,000.00	\$592,095.96	Dec-19
I-16-4257 / PSB16-1 Item 10	I-16-4257, Environmental Studies Upon Request	\$150,000.00	\$58,681.10	Jul-21
I-16-4266 / PSB16-3 Item 2	I-16-4266, IL 53-IL 120 EIS	\$625,000.00	\$625,000.00	Jun-19
I-17-4300 / PSB17-3 Item 5	I-17-4300, I-294 Design IL 38 to St Chas Rd	\$2,310,000.00	\$1,865,062.31	Dec-22
I-17-4309 / PSB17-3 Item 14	I-17-4309, I-294 MOT 95th St to EW Connector	\$580,000.00	\$418,655.53	Dec-26
RR-18-4354 / PSB18-1 Item 4	Landscape Services Upon Request - Systemwide	\$800,000.00	\$644,700.80	Dec-24

*Project on hold for 2 years*

*Currently no task orders*

Rev. 5/21/2018  
PSB 18-1 & Later Only

EXHIBIT "1"

PAGE \_\_\_\_\_ OF \_\_\_\_\_



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

**ILLINOIS TOLLWAY CONTRACT NO.:**              I-18-4424      

**CONTRACTOR/CONSULTANT NAME:**              TERRA Engineering, Ltd.      

**1. PAYMENT TERMS AND CONDITIONS:**

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

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

3. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

18. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
19. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
20. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
21. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
22. **WARRANTIES FOR SUPPLIES AND SERVICES:**
- 22.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 22.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 22.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
23. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 23.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

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

**25.3 PAYMENT DATA REPORTING REQUIREMENT**

The Tollway requires contractors to report all payments received and/or paid to other firms pursuant to this contract in the form prescribed by the Tollway.

Additional information can be found at: <https://www.illinoistollway.com/doing-business#B2GNow>  
(If hyperlink does not load, copy and paste the address into your web browser's address bar)

**25.4 VENDOR SUPPLEMENTAL PROVISIONS**

Vendor Supplemental Provisions:

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

Terra Engineering, 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.
	<b>STANDARD TERMS AND CONDITIONS</b>
<b>Section/ Subsection #</b>	State the exception such as "add," "replace," and/or "delete."
	N/A
	<b>ADDITIONAL TERMS AND CONDITIONS</b>
<b>New Provision(s), # et. seq.</b>	<b>Section/Subsection New Number, Title of New Subsection:</b> State the new additional term or condition.
	N/A

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

Agreed: Terra Engineering, Ltd.	Agreed:
By: Jamil Bou-Saab, P.E. <i>[Signature]</i>	By:
Signed: _____	Signed:
Position: Executive Vice President	Position:
Date: 03/04/2019	Date:



**Date:** 03/04/2019

**Project Number:** I-18-4424

**Project Name:** Tri-State Tollway, Design Upon Request

**DELINQUENT DEBT REVIEW**

**CONTRACTOR/CONSULTANT**

Sub-Contractor/Consultant Disclosure.

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

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

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

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

**Contractor/Consultant:** TERRA Engineering, Ltd.

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

**E-Mail:** jbousaab@terraengineering.com

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

**NOTE for Construction Contracts:** List all known subcontractors including those identified in the Bid Package on DBE Form 2026 and VOSB Form 2026, and include any name listed in the "Under Contract To" section of these forms.

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
CKL Engineers, LLC	[REDACTED]	700 N Green St #204, Chicago, IL 60642	Design & Construction	5%
Wynndalco Enterprises, LLC	[REDACTED]	19081 Old La Grange Rd., Suite 106, Mokena, IL	Survey; Structural	5%
Alfred Benesch & Co.	[REDACTED]	35 W. Wacker Drive, Suite 3300, Chicago, IL 60601	Structural	18%
Patrick Engineering, Inc.	[REDACTED]	4970 Varsity Drive, Lisle, IL	Roadway; Structural; Utility	10%
Aqua Vitae Engineering, LLC	[REDACTED]	125 S. Burton Place, Arlington Heights, IL	Survey; Landscape; Erosion Control	2%
Bowman Consulting Group, Ltd.	[REDACTED]	311 S. Wacker Drive Suite 1950, Chicago, IL	Civil & Structural	5%

Signature:



Printed Name: Jamil Bou-Saab

Date: 03/04/2019

**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: TERRA Engineering, Ltd.

Taxpayer Identification Number:

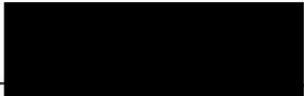
Social Security Number: [Click here to enter text.](#)

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<br>medical and/or health care services                | <input type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> C = corporation   |
|   | <input type="checkbox"/> P = partnership   |

Signature of Authorized Representative: 

Date: March 4, 2019

# Certificate of Registration

**STATE BOARD OF ELECTIONS**

**Registration No. 11255**

**Terra Engineering, Ltd.**

225 W. Ohio Street  
4th Floor  
Chicago IL 60654

Information for this business last updated on:  
Thursday, October 26, 2017

Certificate produced on Tuesday, August 21, 2018 at 12:57 PM



**Business**

**EXHIBIT "1"**

**Page 20 of 176**

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

IPB Reference #: 22043024      Procurement/Contract #: PSB 18-4, Item 3, I-18-4424

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 that is active and not expired.

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 #: 20061427      IPG Expiration Date: 6/4/2019

**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).

Yes     No

**3. 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 officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.     Yes     No

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

Name	Address	Relationship to Disclosing Entity
N/A	N/A	N/A

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

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

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

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	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
	See Attached Sheet			

**5. 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: TERRA Engineering, Ltd.

Phone: 312.467.0123

Street Address: 225 W. Ohio Street, 4<sup>th</sup> Floor

Email: jbousaab@terraengineering.com

City, State, Zip: Chicago, IL 60654

Vendor Contact: Jamil Bou-Saab, PE

Signature: 

Date: 03/04/2019

Printed Name: Jamil Bou-Saab

Title: Executive Vice President

### Section 4: Disclosure of Current and Pending Contracts

#### Current Contracts:

Agency	Project Title	Status	Contract Value	Contract Reference/P.O./Illinois Procurement Bulletin #
CDB	GSU Roadway and Sewer Repair	Current	\$191,896.00	CDB Project No. 816-010-038 / CDB Contract No. 13041310
IDOT	BBS In-House Consultant	Current	\$275,088.68	D-30-011-11 / PTB 159-32
IDOT	US45/52 over Rock Creek	Current	\$66,910.60	P-93-036-11 / PTB 161-022
IDOT	IL 72 over Stream	Current	\$68,795.00	P-93-036-11 / PTB 161-022
IDOT	IL 17 over Canary Creek	Current	\$65,334.00	P-93-036-11 / PTB 161-022
IDOT	Truck Weight Study	Current	\$413,041.00	P-30-003-14 / PTB 170-022
IDOT	IDOT Independent Weight Checks	Current	\$33,454.06	C-94-096-012 / PTB 180-011
IDOT	US 150 over BNSF Railroad (Millenia)	Current	\$29,384.92	C-94-096-012 / PTB 180-011
IDOT	Construction observation in Stark and Henry Counties	Current	\$249,287.00	C-94-054-016 / PTB 180-011
IDOT	Traffic Counts for D6, 7, 8 & 9	Current	\$2,500,000.00	HPR-66-140-18 / PTB 185-029
IDOT	New railroad bridge over IL 29 north of Chillicothe	Current	\$126,626.12	D-94-038-12 / PTB 163-25
IDOT	IL 29 Extension	Current	\$207,362.59	D-94-097-07 / PTB 153-44
Illinois Tollway	Traffic and Planning Studies	Current	\$408,000.00	RR-15-9976R / PSB16-2 Item 2
Illinois Tollway	4243 - CUR - Tollway Construction upon Request	Current	\$4,000,000.00	RR-14-5704 / PSB14-3 Item 7
Illinois Tollway	I-16-4257, Environmental Studies Upon Request	Current	\$150,000.00	I-16-4257 / PSB16-1 Item 10
Illinois Tollway	I-17-4300, I-294 Design IL 38 to St Chas Rd	Current	\$2,310,000.00	I-17-4300 / PSB17-3 Item 5
Illinois Tollway	I-17-4309, I-294 MOT 95th St to EW Connector	Current	\$580,000.00	I-17-4309 / PSB17-3 Item 14
Illinois Tollway	I-16-4266, IL 53-IL 120 EIS	Current	\$625,000.00	I-16-4266 / PSB16-3 Item 2

#### Contracts On Hold:

Agency	Project Title	Status	Contract Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Tollway	EOWA, I-294 to I-9 Bensenville Yard Underpass. Phase II Engineering Services (Contract on hold for ~2 years)	On Hold	\$6,769,676.00	I-15-4658 / PSB15-2 Item 7

## Vendor Registration: View

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

Terra Engineering, Ltd.

System Vendor Number: 20061427

## Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	5/23/2018
STATUS	Accepted
REVIEWER	<a href="#">Jason Perry</a>
DATE REVIEWED	6/4/2018
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	6/4/2019
FLAG FORM	<a href="#">Add Flag</a>

## Settings

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

## Entity Information

BUSINESS NAME	Terra Engineering, Ltd.
CONTACT FOR THIS SUBMISSION	<a href="#">KAREN STEINGRABER (change contact)</a>
PRIMARY CONTACT EMAIL	<a href="mailto:KSTEINGRABER@TERRAENGINEERING.COM">KSTEINGRABER@TERRAENGINEERING.COM</a>
PHONE	312-467-0123
FAX	312-467-0220
COMPANY EMAIL	ksteingraber@terraengineering.com
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	225 W. Ohio St., 4th Floor Chicago, IL 60654 <a href="#">[edit address]</a>

**Vendor Registration: View Form**

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

Terra Engineering, Ltd.

System Vendor Number: 20061427

Return to Main Form

**Vendor Registration**

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	5/23/2018
STATUS	Accepted
BUSINESS NAME	Terra Engineering, Ltd.
POINT OF CONTACT	<u>KAREN STEINGRABER</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	Karen Steingraber	
3. ANNUAL SALES/GROSS RECEIPTS	10289668	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	10/14/1992	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Karen Steingraber	
CONTACT PERSON TITLE	President	
CONTACT PERSON PHONE	312-467-0123	
CONTACT PERSON EMAIL	ksteingraber@terraengineering.com	

**B. Additional Information**

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	State Agency	
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## Vendor Registration: View Form

Help & Tools 

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations	Reports
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Terra Engineering, Ltd.

System Vendor Number: 20061427

[Return to Main Form](#)

## Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	5/23/2018
STATUS	Accepted
BUSINESS NAME	Terra Engineering, Ltd.
POINT OF CONTACT	<u>KAREN STEINGRABER</u>
FLAG FORM	<u>Add Flag</u>

## C. Small Business Set-Aside Program

1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	No	
---	----	---

## Additional Information

STAFF ATTACHED FILE(S)

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

Terra Engineering, Ltd. System Vendor Number: 20061427

Return to Main Form

Vendor Registration	
FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	5/23/2018
STATUS	Accepted
BUSINESS NAME	Terra Engineering, Ltd.
POINT OF CONTACT	<u>KAREN STEINGRABER</u>
FLAG FORM	<a href="#">Add Flag</a>

D. Department of Human Rights (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	80 <span style="float: right;"></span>
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. <span style="float: right;"></span> 106963 10/06/2020

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 <span style="float: right;"></span>

Additional Information	
STAFF ATTACHED FILE(S)	<div style="border: 1px solid black; padding: 5px; display: inline-block; margin-bottom: 5px;">Attach File</div> <p style="font-size: small; margin: 0;"><a href="#">Refresh List</a> after attaching file(s).</p>

## Vendor Registration: View Form

Help & Tools 

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations	Reports
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Terra Engineering, Ltd.

System Vendor Number: 20061427

Return to Main Form

## Vendor Registration

FORM NAME	<b>F - G. Certifications &amp; Board of Elections</b>
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	5/23/2018
STATUS	Accepted
BUSINESS NAME	Terra Engineering, Ltd.
POINT OF CONTACT	<u>KAREN STEINGRABER</u>
FLAG FORM	<u>Add Flag</u>

## F. Certifications

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT. 

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3 

N/A

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE 

Yes

4. IF YOU ARE AWARDED A CONTRACT FOR WHICH THERE WAS A CURRENT VENDOR PROVIDING THE SERVICES COVERED BY THAT CONTRACT AND THE EMPLOYEES OF THAT VENDOR WHO PROVIDED THOSE SERVICES WERE COVERED BY A COLLECTIVE BARGAINING AGREEMENT, VENDOR CERTIFIES (I) THAT IT WILL OFFER TO ASSUME THE COLLECTIVE BARGAINING OBLIGATIONS OF THE PRIOR EMPLOYER, INCLUDING ANY EXISTING COLLECTIVE BARGAINING AGREEMENT WITH THE BARGAINING REPRESENTATIVE OF ANY EXISTING COLLECTIVE BARGAINING UNIT OR UNITS PERFORMING SUBSTANTIALLY SIMILAR WORK TO THE SERVICES COVERED BY THAT CONTRACT SUBJECT TO ITS BID OR OFFER; AND (II) THAT IT SHALL OFFER EMPLOYMENT TO ALL EMPLOYEES THAT ARE THEN CURRENTLY EMPLOYED IN ANY EXISTING BARGAINING UNIT WHO PERFORMS SUBSTANTIALLY SIMILAR WORK TO THE WORK THAT WILL BE PERFORMED PURSUANT TO THAT CONTRACT. THIS DOES NOT APPLY TO HEATING, AIR CONDITIONING, PLUMBING AND ELECTRICAL SERVICE CONTRACTS. 30 ILCS 500/25-80 

Yes

5. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5 

Yes

EXHIBIT "1"

Page 28 of 176

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

EXHIBIT "1"

Page 29 of 176

Yes

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

Yes

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

N/A

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

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.

11255

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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## Vendor Registration: View Form

Help & Tools 

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

Terra Engineering, Ltd.

System Vendor Number: 20061427

[Return to Main Form](#)

### Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	5/23/2018
STATUS	Accepted
BUSINESS NAME	Terra Engineering, Ltd.
POINT OF CONTACT	<u>KAREN STEINGRABER</u>
FLAG FORM	<a href="#">Add Flag</a>

### H. Iran Disclosure

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

No business operations to disclose.

### Additional Information

STAFF ATTACHED FILE(S)

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**Vendor Registration: View Form**

Help & Tools 

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

Terra Engineering, Ltd.

System Vendor Number: 20061427

Return to Main Form

Vendor Registration	
FORM NAME	<b>I. Financial Disclosure &amp; Conflicts of Interest</b>
DESCRIPTION	<b>Complete the Financial Disclosure &amp; Conflicts of Interest form</b>
DATE SUBMITTED	5/23/2018
STATUS	Accepted
BUSINESS NAME	Terra Engineering, Ltd.
POINT OF CONTACT	<u>KAREN STEINGRABER</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. <u>IPG Percentage of Ownership and Distributive Income Form 2018.05.23.pdf</u> (PDF, 417.40 KB)	Attached by KAREN STEINGRABER on 5/23/2018

---

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 🚩

**EXHIBIT 1**

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)?

No

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)?

No

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 3 YEARS?

EXHIBIT 11

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

EXHIBIT "1"

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

Vendor Name: Terra Engineering, Ltd.

DBA:

**INSTRUCTIONS:**

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Karen Steingraber	[REDACTED]	55%			
Jamil Bou-Saab	[REDACTED]	43%			

## Gomez, Graciela

---

**From:** Thomas, Mark  
**Sent:** Wednesday, March 20, 2019 11:37 AM  
**To:** Gomez, Graciela  
**Subject:** RE: I-18-4424 Terra Engineering, Ltd - Insurance

Grace,

The most recent insurance documentation submitted on behalf of Terra Engineering Ltd. for contract I-18-4424 appears to meet standard professional services agreement insurance requirements.

Mark R. Thomas, CRIS  
Construction Insurance Analyst  
Illinois Tollway  
(630) 241-6800 ext. 4474  
[mthomas@getipass.com](mailto:mthomas@getipass.com)  
[www.illinoistollway.com](http://www.illinoistollway.com)

---

**From:** Gomez, Graciela  
**Sent:** Wednesday, March 20, 2019 8:27 AM  
**To:** Thomas, Mark  
**Subject:** I-18-4424 Terra Engineering, Ltd - Insurance

Mark,

Please see the attached COI for Terra Engineering and advise is approved.

Thank you,  
Grace  
Ext.

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/08/2019

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

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

<b>PRODUCER</b> Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 1-877-945-7378		FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
<b>INSURED</b> Terra Engineering, Limited 225 W. Ohio Street, 4th Floor Chicago, IL 60654	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Berkley Insurance Company		32603
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**                      **CERTIFICATE NUMBER:** W10401733                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability			AEC9029912 00	03/01/2019	03/01/2020	Per Claim	\$5,000,000
							Aggregate	\$5,000,000

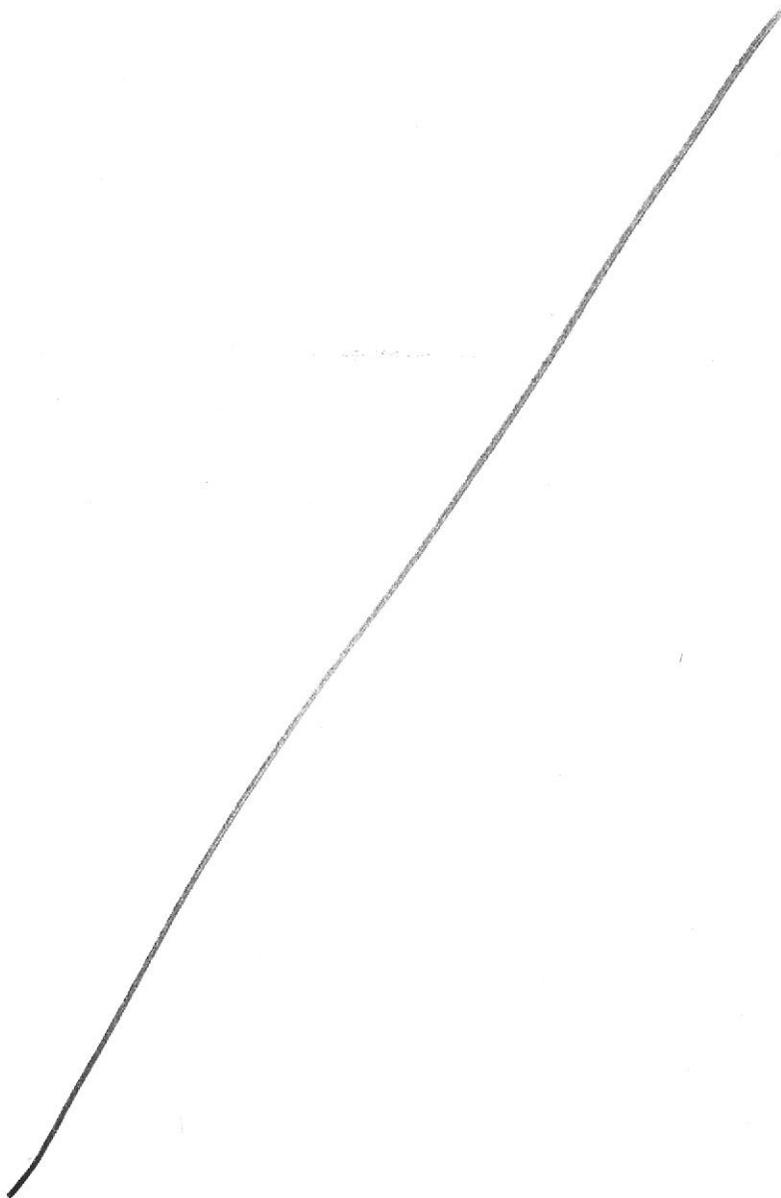
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: Tollway Contract # is: I-18-4424  
Re: Tri-State Tollway, Design Upon Request

<b>CERTIFICATE HOLDER</b>  Illinois State Toll Highway Authority 2700 Ogden Avenue Downers Grove, IL 60515	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



**DESCRIPTIONS (Continued from Page 1)**

written contract & allowed by law.



## **ADDITIONAL COVERAGES WHEN REQUIRED BY WRITTEN CONTRACT**

This is a summary of the coverage provided under the following form (complete form available):

### **COMMERCIAL AUTOMOBILE COVERAGE FORM HA 99 16 03 12**

#### **Additional Insured if Required by Contract**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who is and Insured with regard to the ownership, maintenance or use of a covered "auto."

#### **Primary and Non-Contributory**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by contract, the following provisions apply:

- 1) Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance Clause.
- 2) Primary and Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

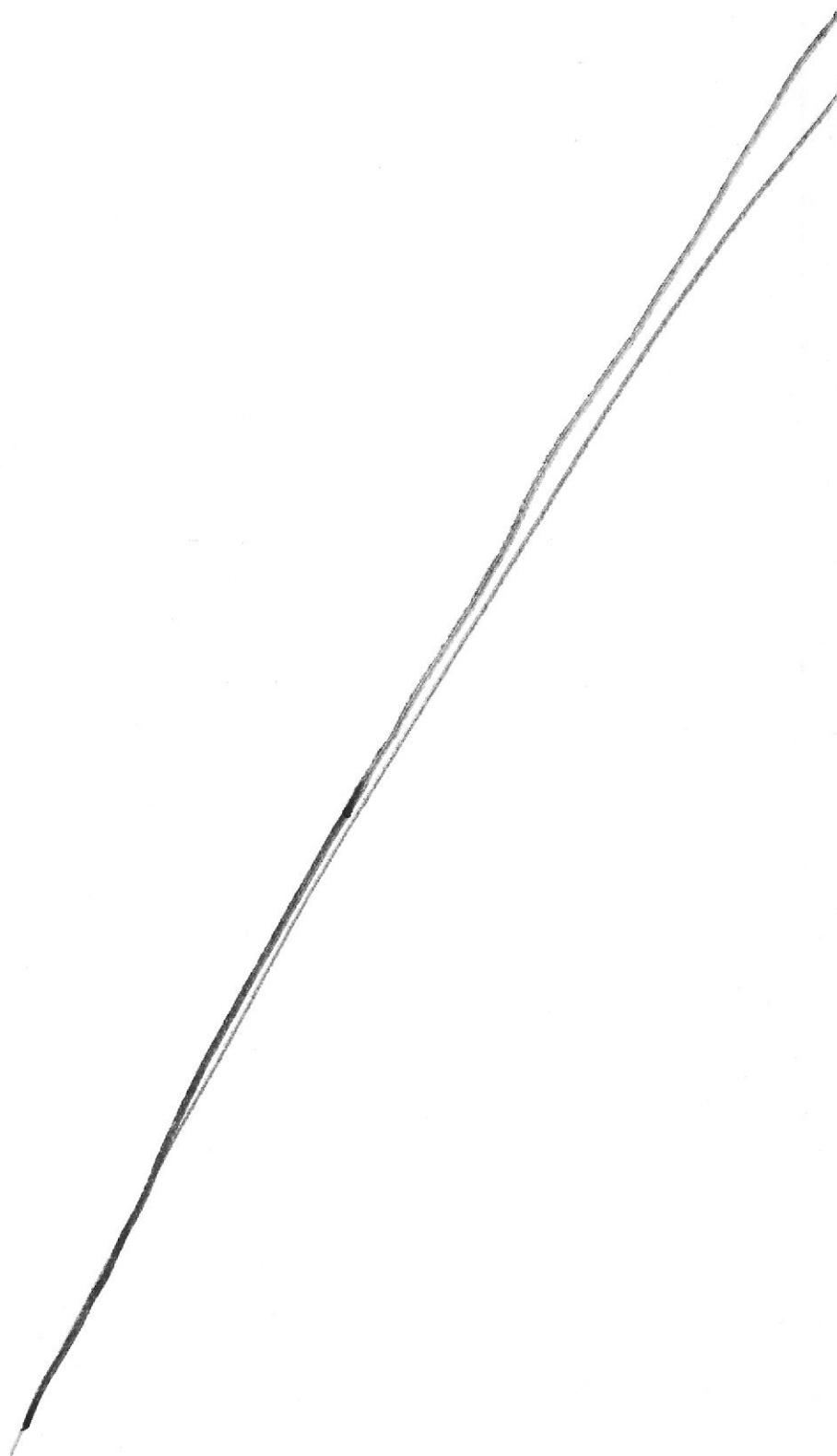
- (1) The total amount that all such other that this insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by method described in Other Insurance 5.d.

#### **Waiver of Subrogation**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payment we make for damages under the Coverage Form.

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## ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

### BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

#### Additional Insured When Required by Written Contract, Written Agreement or Permit

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
  - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

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

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**When You Add Others As An Additional Insured To This Insurance:** That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**Waiver of Subrogation**

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

# Contract Information Sheet

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

Consultant Name: TERRA Engineering, Ltd

Contract Number: I-18-4424

Proposal Date: 3/15/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

















## ALLOWABLE DIRECT COSTS

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording 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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

## **ALLOWABLE DIRECT COSTS**

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

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

### NOTES:

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

Contract No.: I-18-4424

Consultant: TERRA Engineering, Ltd

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** Timothy W. Barry

**Project Engineer:** David Landeweer

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

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

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

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

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

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

**Others:**      Name: Eric Therkildsen

Classification: QC/QA Roadway

Name: Thomas Baumgartner

Classification: Land Surveyor

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

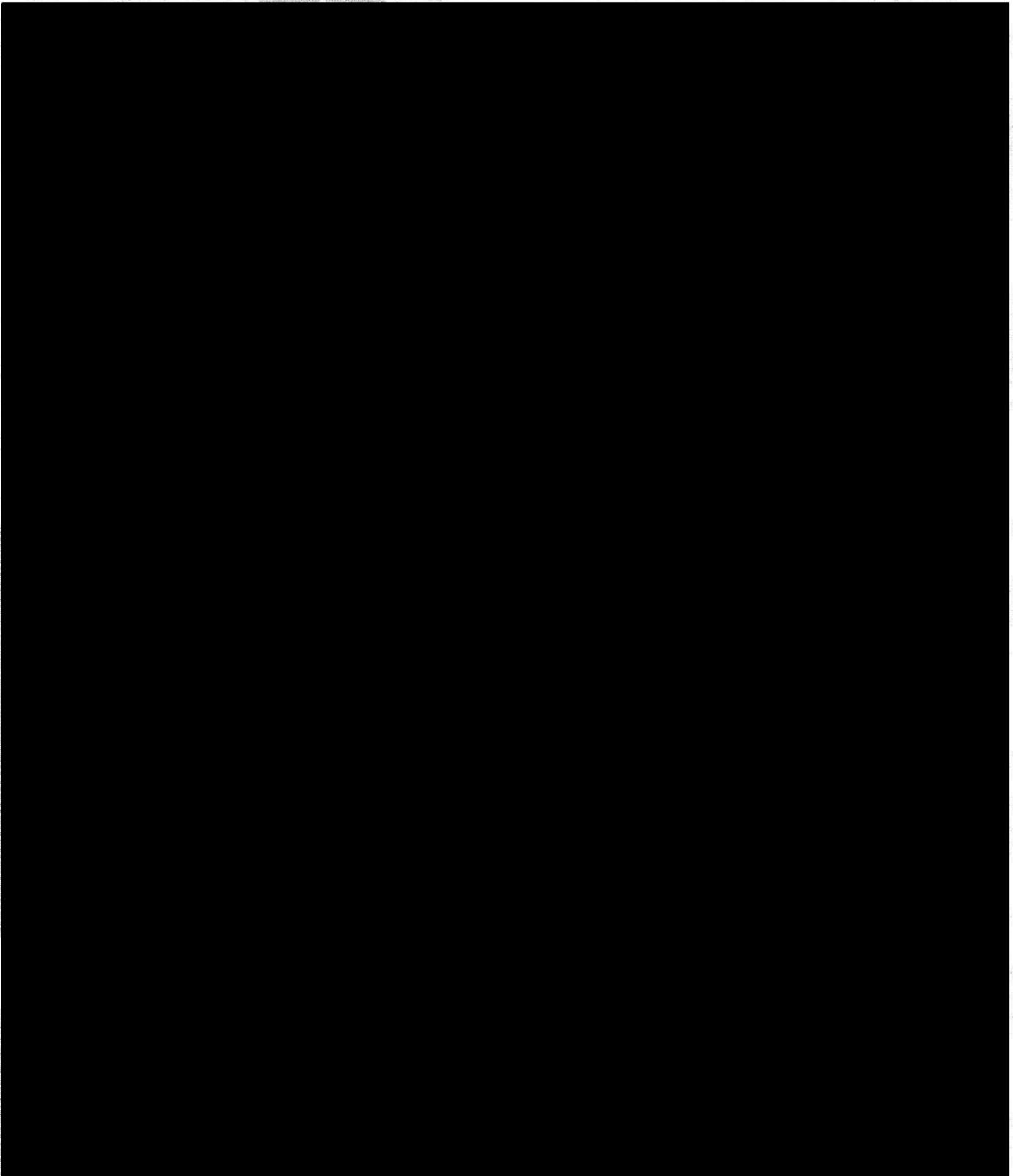
Classification: \_\_\_\_\_

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

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



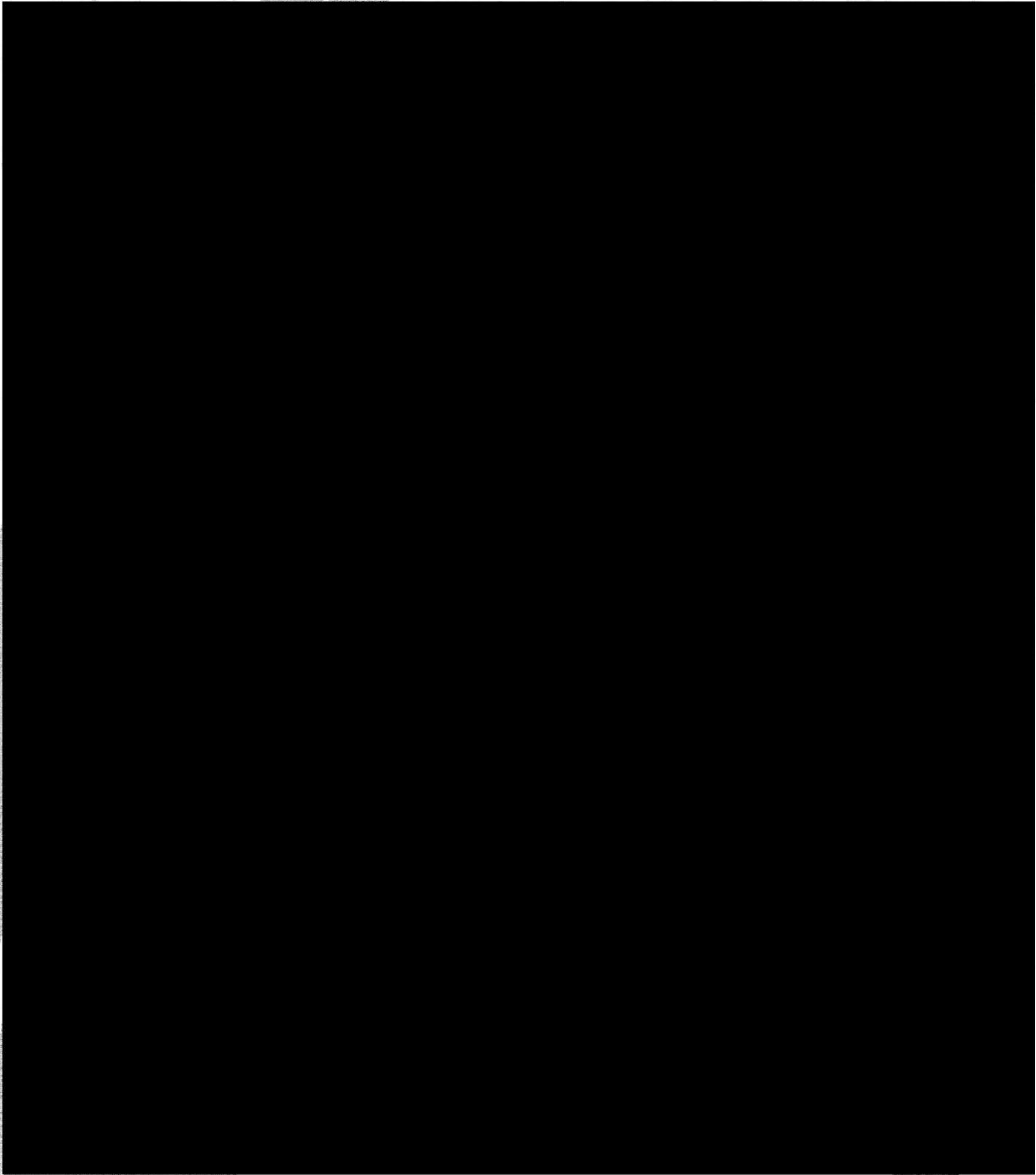
**TIMOTHY W. BARRY, PE**  
Project Manager





**TERRA**  
ENGINEERING LTD.

**TIMOTHY W. BARRY, PE**  
Project Manager

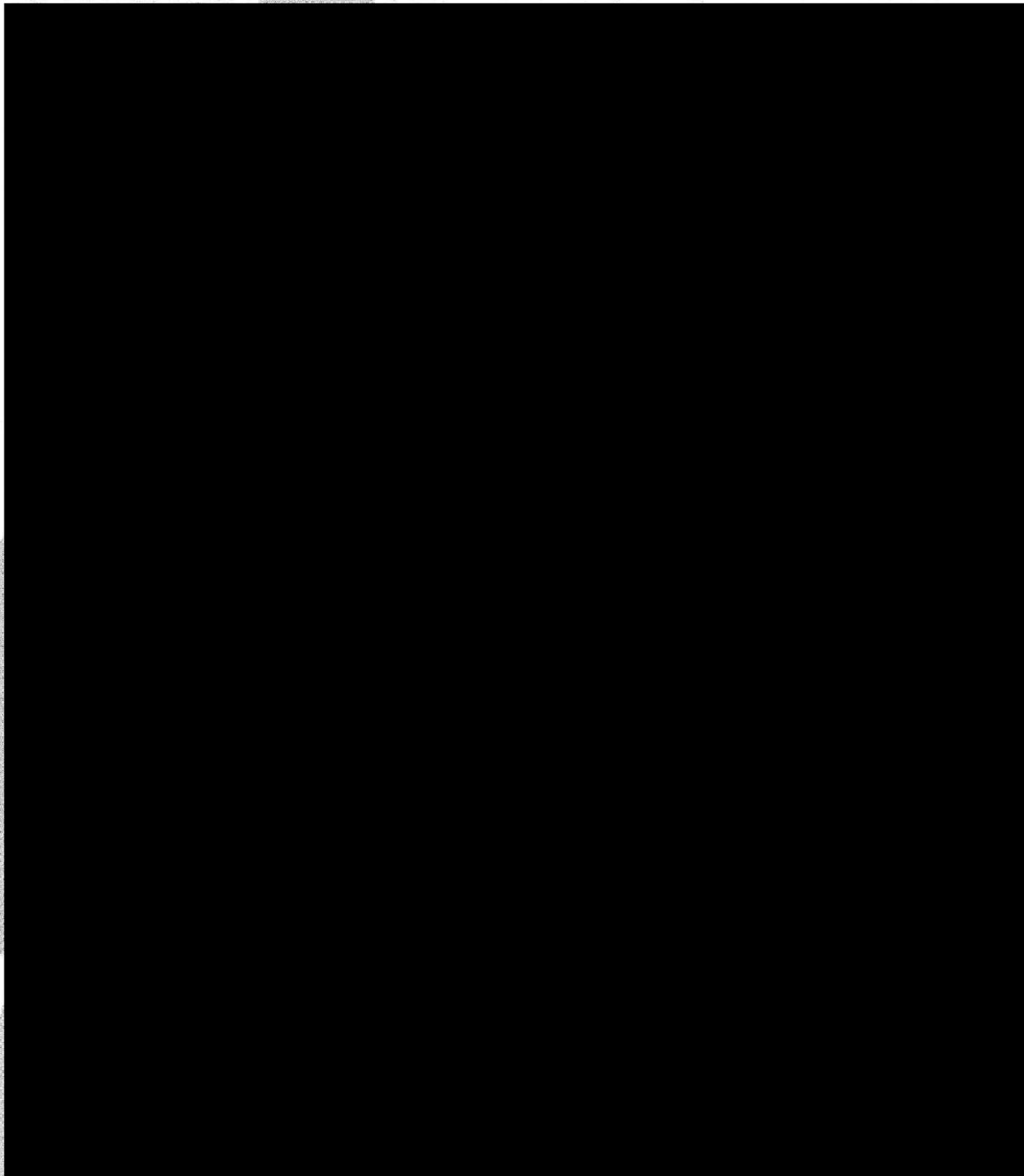


**TERRA**  
ENGINEERING LTD.



**TERRA**  
ENGINEERING LTD

**DAVID LANDEWEER, PE, ENV SP**  
Project Engineer



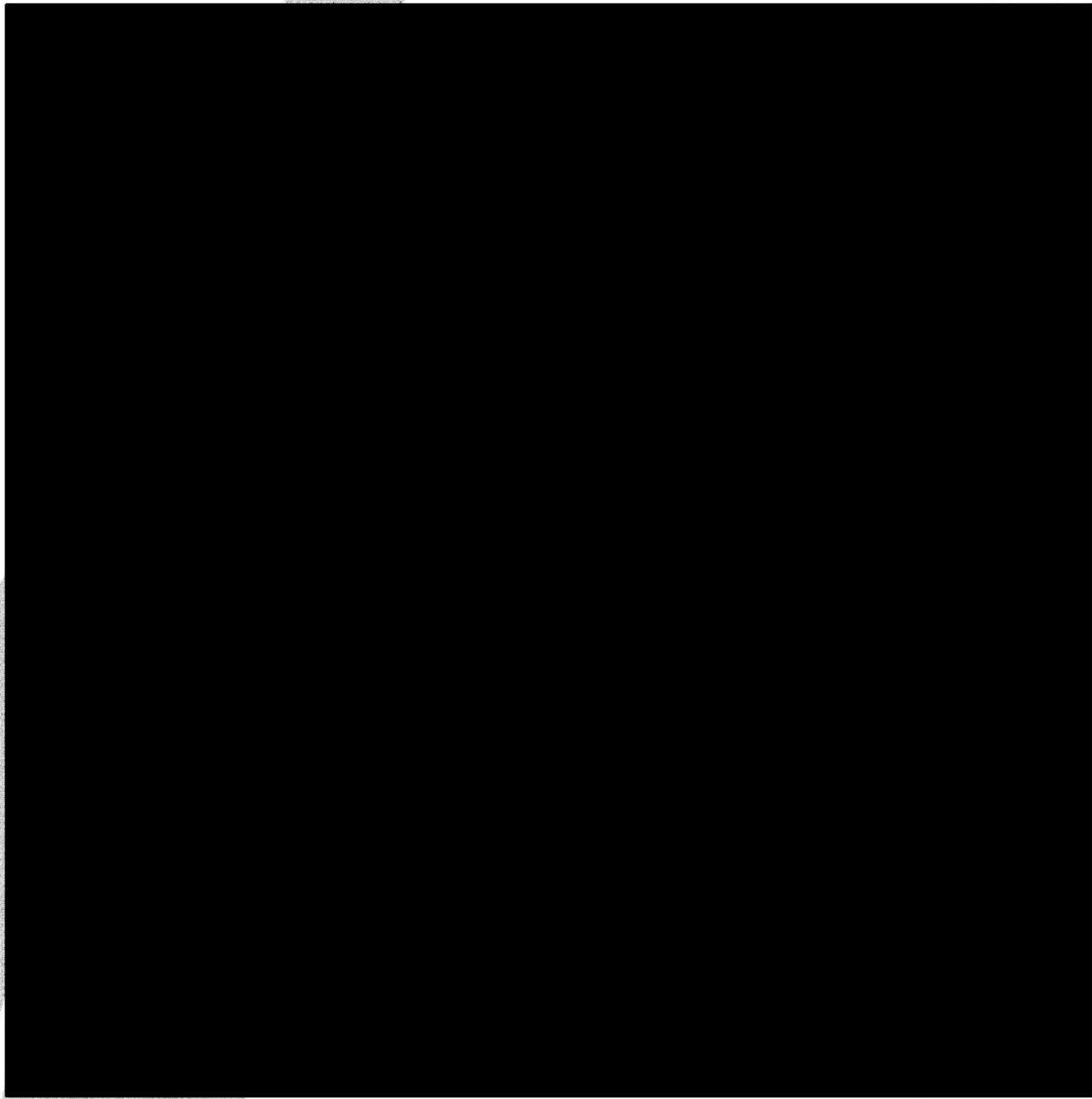
**TERRA**  
ENGINEERING LTD





**TERRA**  
ENGINEERING LTD.

**DAVID LANDEWEER, PE, ENV SP**  
Project Engineer



\*Experience prior to joining TERRA Engineering, Ltd.



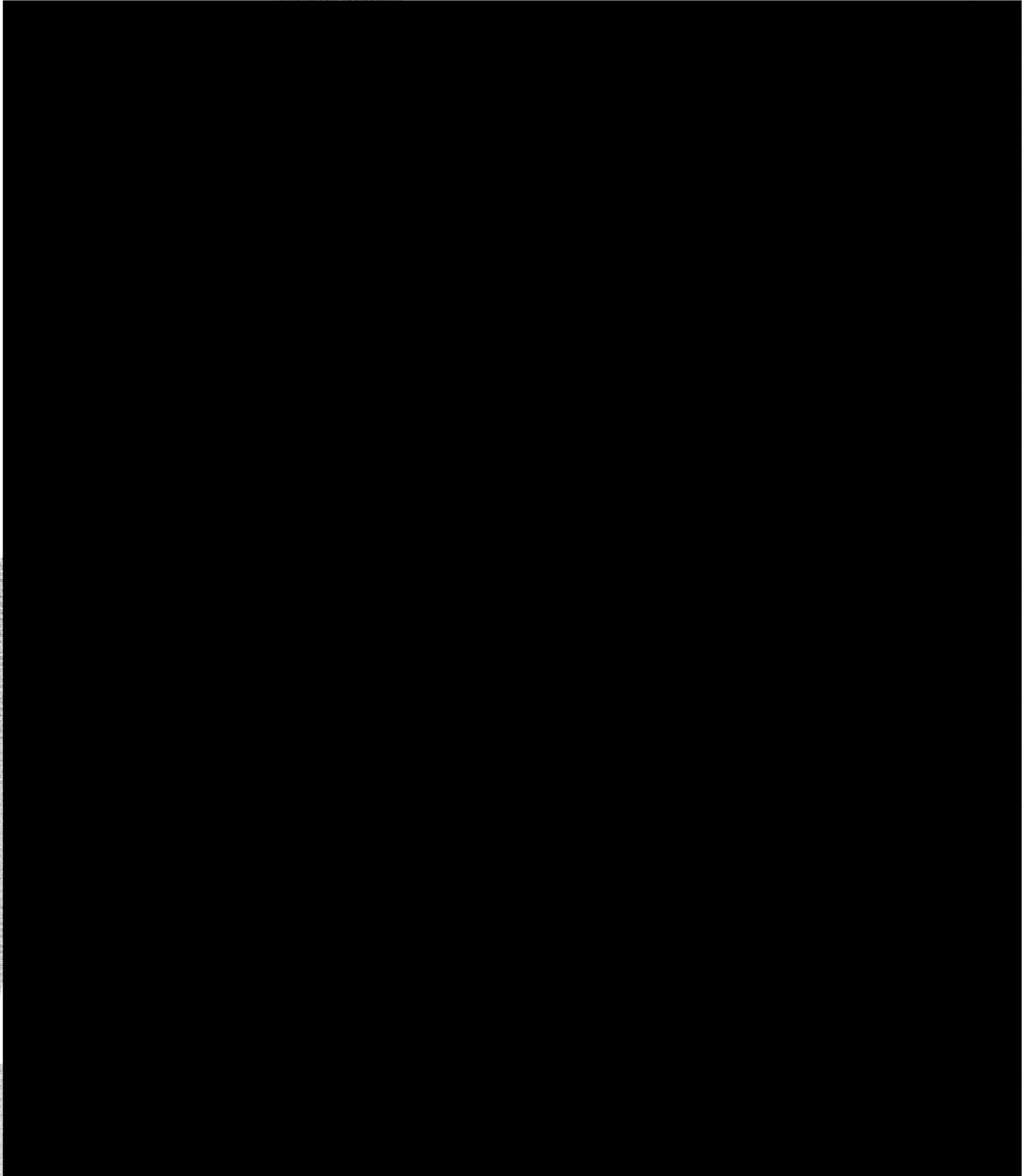
**TERRA**  
ENGINEERING LTD.



**TERRA**  
ENGINEERING LTD.

**ERIC THERKILDSEN, PE**

QC/QA - Roadway

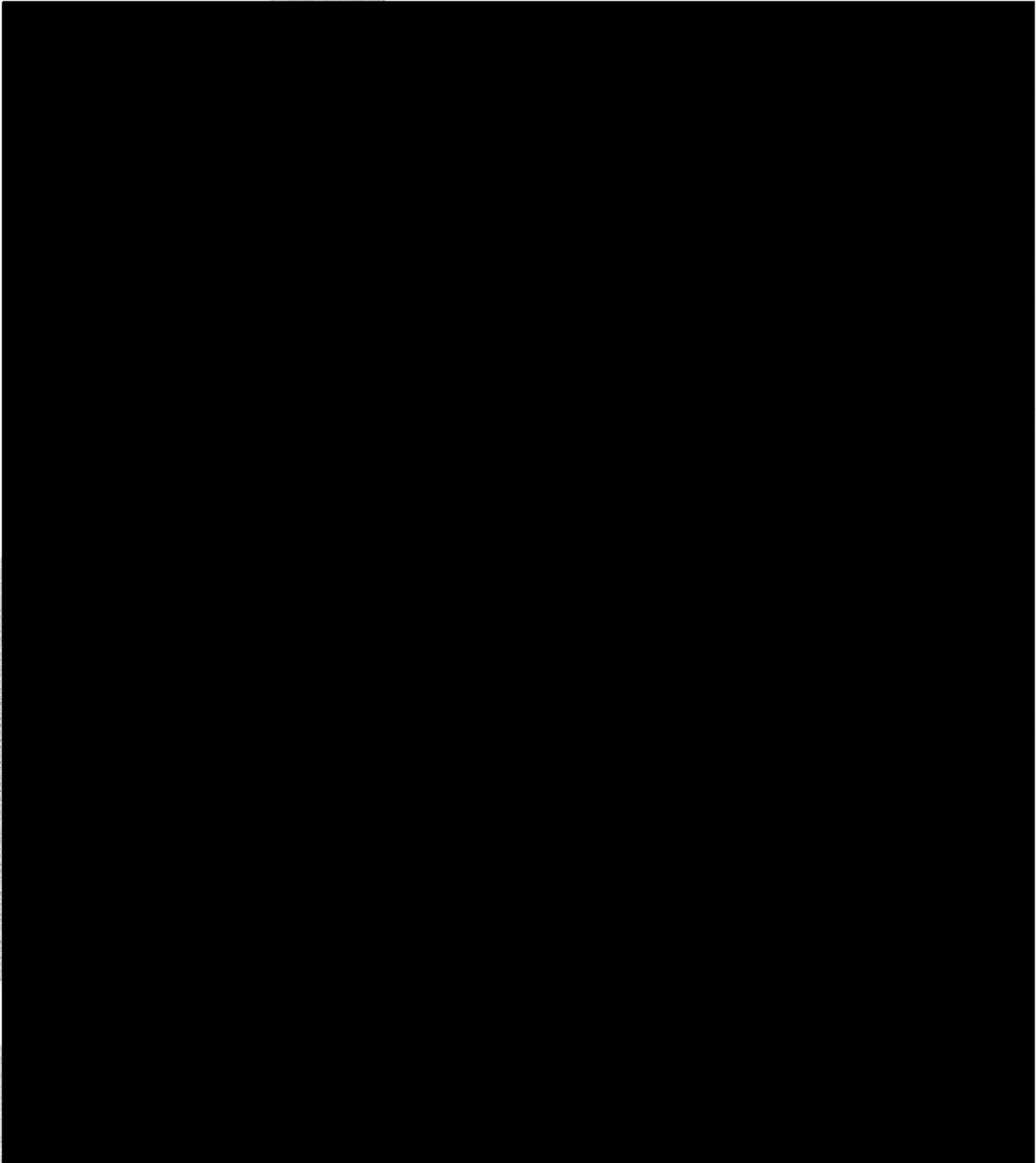


**TERRA**  
ENGINEERING LTD.



**TERRA**  
ENGINEERING LTD.

**THOMAS BAUMGARTNER, PLS**  
Land Surveyor



**TERRA**  
ENGINEERING LTD.

**EXHIBIT F**

**Contract No. I-18-4424**

**TERRA Engineering, Ltd**

**SCOPE OF SERVICES**

Phase II engineering services are required for work orders that may include preparation of contract plans and engineering studies and other technical services as directed by the Tollway. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical work orders will include projects that are required for the Tollway system, and may include, but not be limited to:

1. Noise Abatement Wall and Retaining Wall contracts.
2. Bridge Improvement contracts.
3. Residential and Commercial Building Demolition contracts.
4. Utility Relocation contracts.
5. On call and as- needed work related on the Tollway system.

**EXHIBIT G**  
**Contract No. I-18-4424**  
**TERRA Engineering, 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
CDB Proj. 816-010-038 / Contract No. 13041310	GSU Roadway and Sewer Repair	\$191,896.00	\$26,055.98	Mar-19
D-30-011-11 / PTB 159-32	BBS In-House Consultant	\$275,088.68	\$184,015.94	Dec-19
P-93-036-11 / PTB 161-022	US45/52 over Rock Creek	\$66,910.60	\$20,211.60	Mar-19
P-93-036-11 / PTB 161-022	IL 72 over Stream	\$68,795.00	\$11,877.58	Mar-19
P-93-036-11 / PTB 161-022	IL 17 over Canary Creek	\$65,334.00	\$23,755.67	Mar-19
P-30-003-14 / PTB 170-022	Truck Weight Study	\$413,041.00	\$116,011.98	Mar-19
C-94-096-012 / PTB 180-011	IDOT Independent Weight Checks	\$33,454.06	\$4,550.16	Dec-19
C-94-096-012 / PTB 180-011	US 150 over BNSF Railroad (Millenia)	\$29,384.92	\$17,225.08	Dec-19
C-94-054-016 / PTB 180-011	Construction observation in Stark and Henry Counties	\$249,287.00	\$108,701.05	Mar-18
HPR-66-140-18 / PTB 185-029	Traffic Counts for D6,7,8 & 9	\$2,500,000.00	\$1,704,898.57	Oct-19
D-94-038-12 / PTB 163-25	New railroad bridge over IL 29 north of Chillicothe	\$126,626.12	\$82,098.67	On-going
D-94-097-07 / PTB 153-44	IL 29 Extension	\$207,362.59	\$96,988.24	May-19
RR-15-9976R / PSB16-2 Item 2	Traffic and Planning Studies	\$408,000.00	\$160,594.62	Dec-19
I-15-4658 / PSB15-2 Item 7	EOWA, I-294 to I-9 Bensenville Yard Underpass. Phase II Engineering Services (Contract on hold for ~2 years)	\$6,769,676.00	\$6,452,892.09	Feb-21
RR-14-5704 / PSB14-3 Item 7	4243 - CUR - Tollway Construction upon Request	\$4,000,000.00	\$592,095.96	Dec-19
I-16-4257 / PSB16-1 Item 10	I-16-4257, Environmental Studies Upon Request	\$150,000.00	\$58,681.10	Jul-21
I-16-4266 / PSB16-3 Item 2	I-16-4266, IL 53-IL 120 EIS	\$625,000.00	\$625,000.00	Jun-19
I-17-4300 / PSB17-3 Item 5	I-17-4300, I-294 Design IL 38 to St Chas Rd	\$2,310,000.00	\$1,865,062.31	Dec-22
I-17-4309 / PSB17-3 Item 14	I-17-4309, I-294 MOT 95th St to EW Connector	\$580,000.00	\$418,655.53	Dec-26
RR-18-4354 / PSB18-1 Item 4	Landscape Services Upon Request - Systemwide	\$800,000.00	\$644,700.80	Dec-24

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

<p>1 <u>CKL Engineers, LLC</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 247,968.00</td></tr> <tr><td>Direct Costs</td><td>\$ 2,032.00</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>\$ 250,000.00</td></tr> </table>	Direct Labor	\$ 247,968.00	Direct Costs	\$ 2,032.00	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 250,000.00	<p>7 _____</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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<p>2 <u>Wynndalco Enterprises, LLC</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 248,017.28</td></tr> <tr><td>Direct Costs</td><td>\$ 1,982.72</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>\$ 250,000.00</td></tr> </table>	Direct Labor	\$ 248,017.28	Direct Costs	\$ 1,982.72	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 250,000.00	<p>8 _____</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: \$ 500,000.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 500,000.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 10.00%

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

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

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

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

<p>1 <u>Alfred Benesch &amp; Company</u></p> <p>Direct Labor                   \$    896,070.00</p> <p>Direct Costs                   \$      3,930.00</p> <p>Services by Others                   _____</p> <p>Additional Services **                   _____</p> <p>Total this Subconsultant (ULC)                   \$    900,000.00</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 <u>Patrick Engineering, Inc</u></p> <p>Direct Labor                   \$    497,095.20</p> <p>Direct Costs                   \$      2,904.80</p> <p>Services by Others                   _____</p> <p>Additional Services **                   _____</p> <p>Total this Subconsultant (ULC)                   \$    500,000.00</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 <u>Bowman Consulting Group</u></p> <p>Direct Labor                   \$    248,000.00</p> <p>Direct Costs                   \$      2,000.00</p> <p>Services by Others                   \$            -</p> <p>Additional Services **                   \$            -</p> <p>Total this Subconsultant (ULC)                   \$    250,000.00</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 <u>Aqua Vitae Engineering, LLC</u></p> <p>Direct Labor                   \$     98,590.80</p> <p>Direct Costs                   \$     1,409.20</p> <p>Services by Others                   \$            -</p> <p>Additional Services **                   \$            -</p> <p>Total this Subconsultant (ULC)                   \$    100,000.00</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>
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\*\* Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 1,750,000.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 1,750,000.00

# Contract Information Sheet

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

Consultant Name: Alfred Benesch & Company

Contract Number: I-18-4424

Proposal Date: 3/15/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

















## ALLOWABLE DIRECT COSTS

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording 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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: I-18-4424

Consultant: Alfred Benesch & Company

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

**Project Structural Engineer:** Kurt J. Naus

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

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

**Others:**      Name: Sara L. Davis

Classification: Structural Engineer

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

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

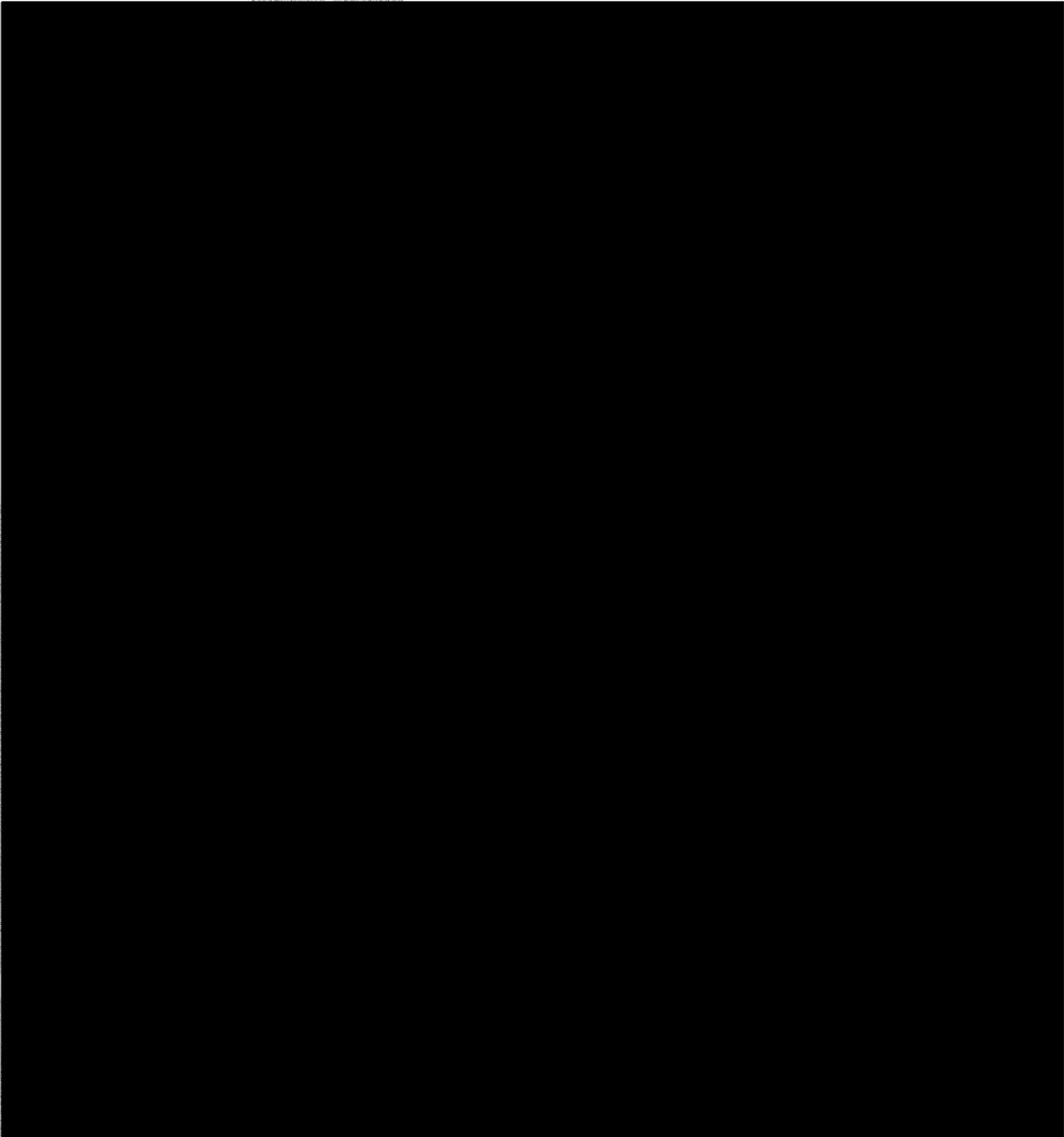
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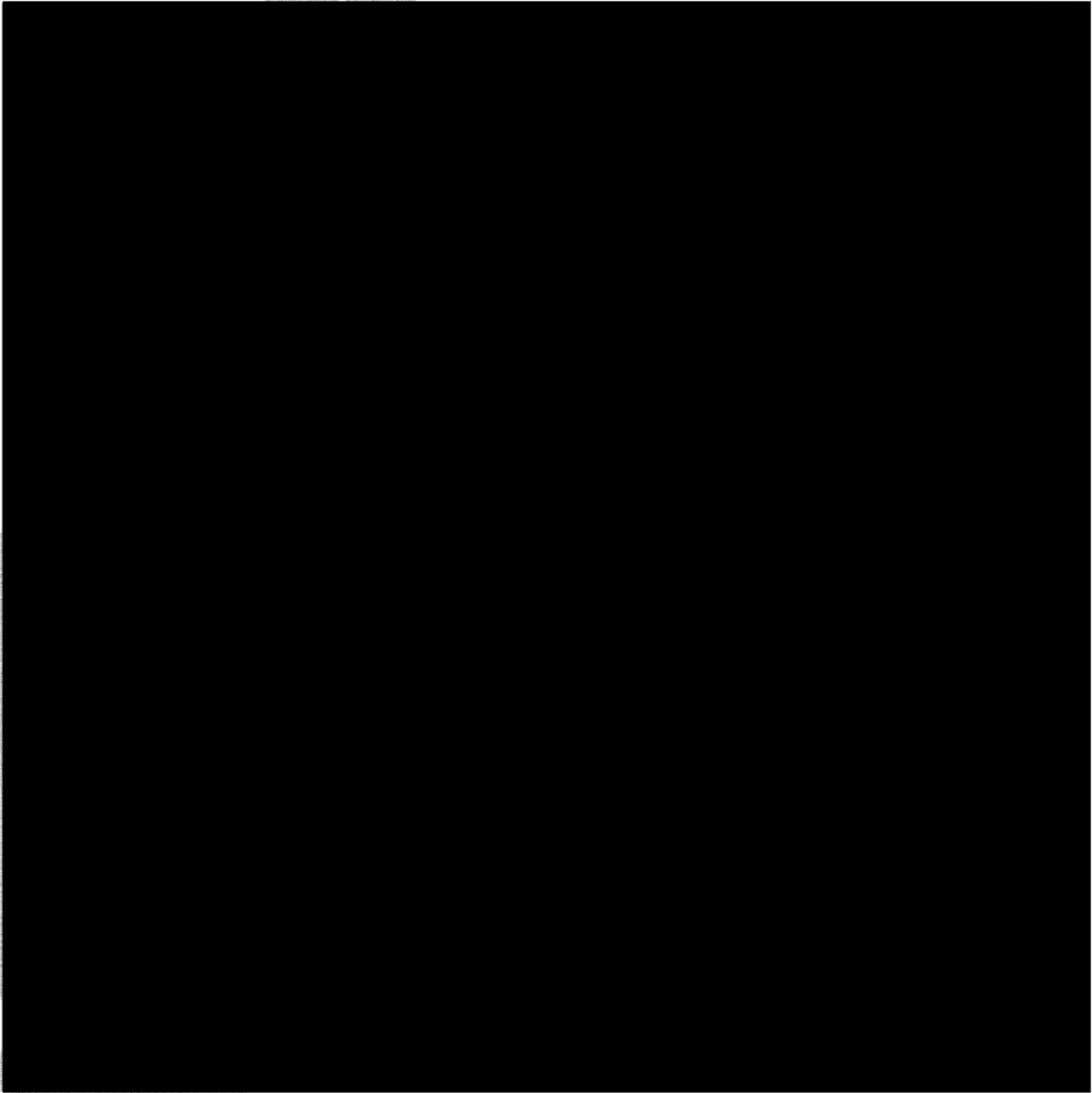
Name: \_\_\_\_\_

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

Kurt J. Naus, PE, SE  
Project Structural Engineer



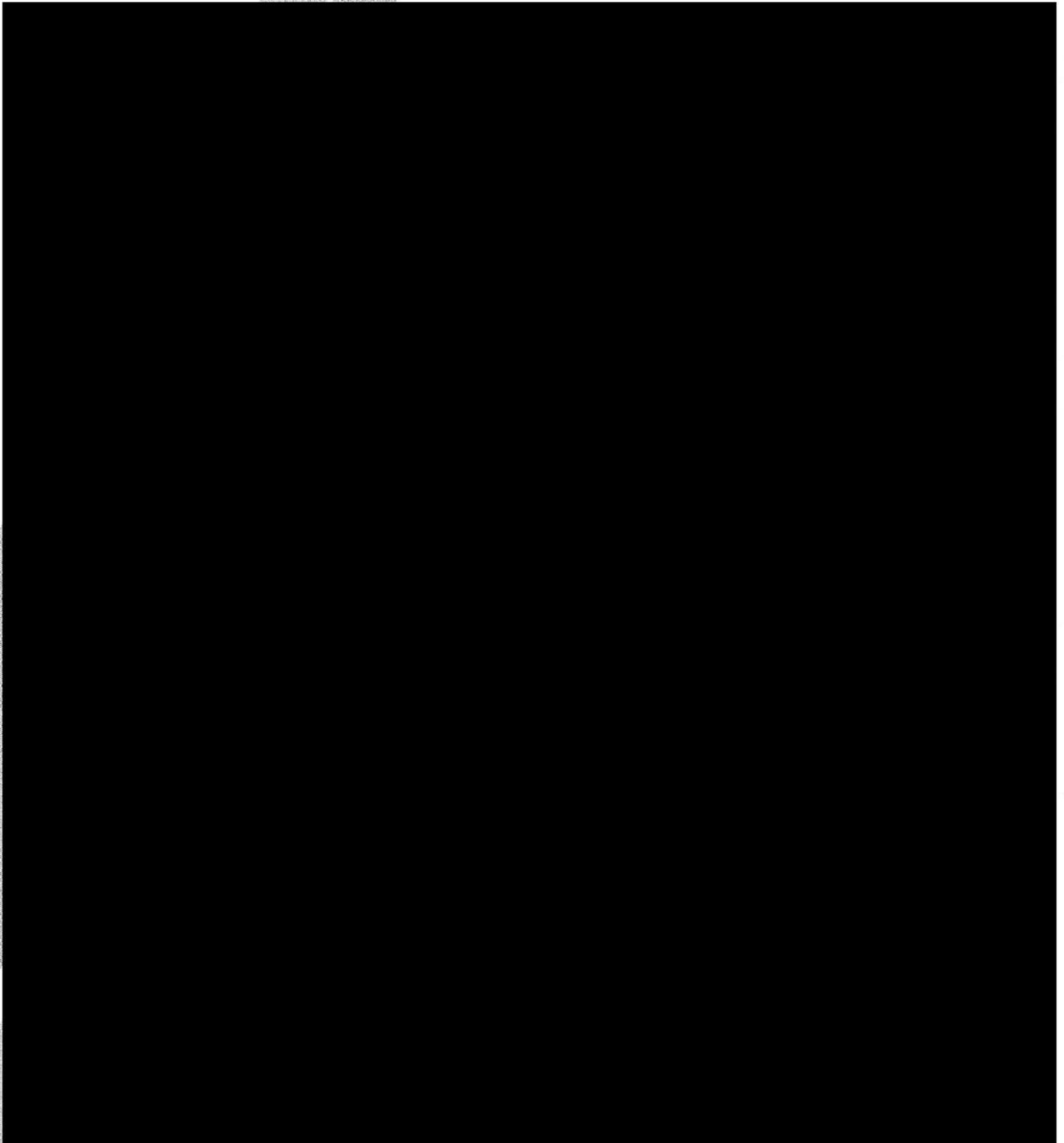
Kurt J. Naus, PE, SE (cont.)



 **benesch**

 **TERRA**  
ENGINEERING LTD.

Sara L. Davis, PE, SE  
QC/QA Structural



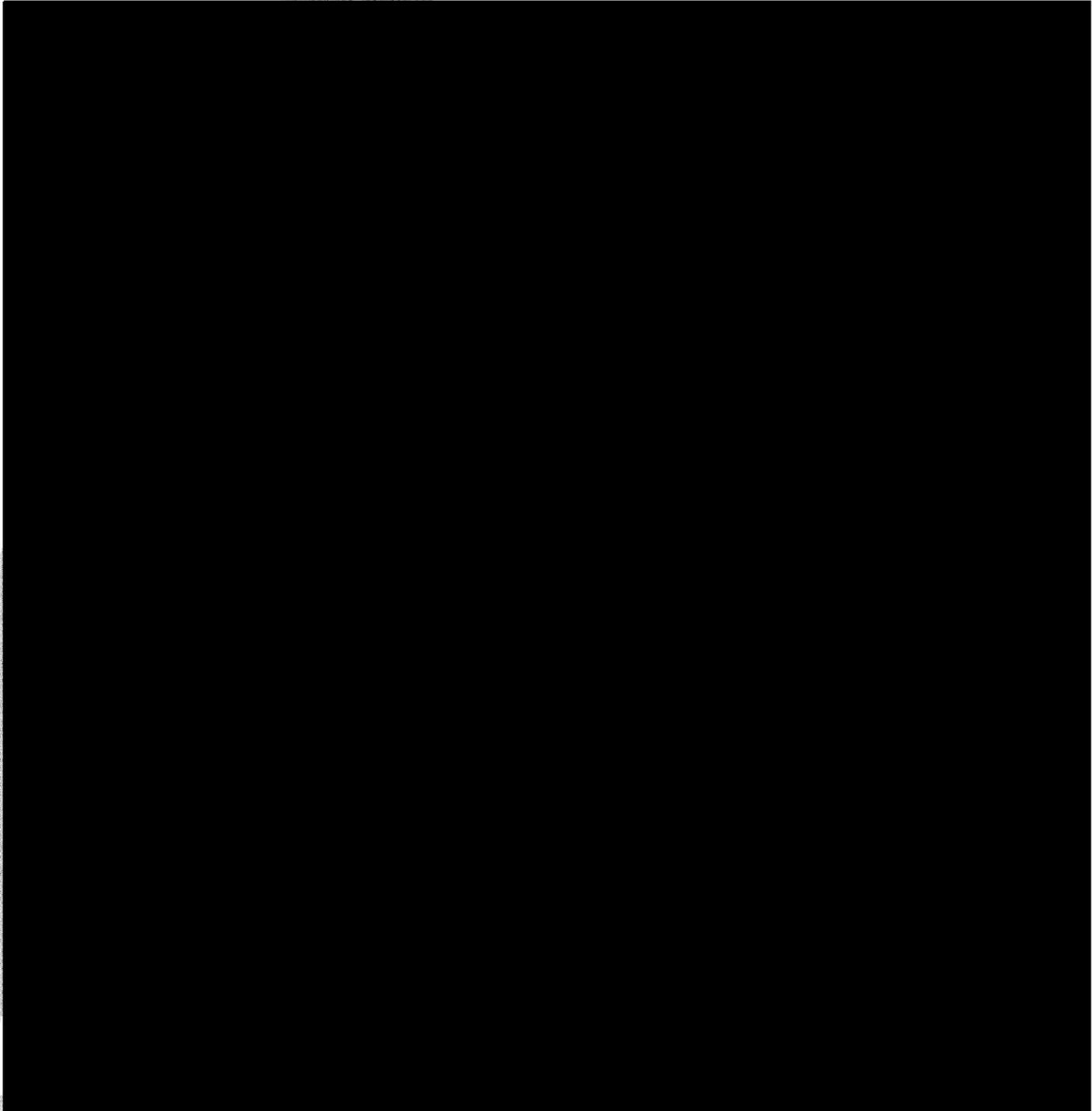
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 TERRA  
ENGINEERING LTD.

 Illinois  
Tollway

Sara L. Davis, PE, SE (cont.)

QC/QA Structural



 benesch

 TERRA  
ENGINEERING LTD.

**EXHIBIT F**

**Contract No. I-18-4424**

**Alfred Benesch & Company**

**SCOPE OF SERVICES**

Phase II engineering services are required for work orders that may include preparation of contract plans and engineering studies and other technical services as directed by the Tollway. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical work orders will include projects that are required for the Tollway system, and may include, but not be limited to:

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4. Utility Relocation contracts.
5. On call and as- needed work related on the Tollway system.

**EXHIBIT G****Contract No. I-18-4424****Alfred Benesch & Company****CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
P-91-190-07	PTB 143 - 1-55 at Lorenzo Road	\$3,446,653.00	\$404,252.00	1/1 /20 20
0-93-029-07	PTB 145 - Phase 1/11 Various Structure Projs., Dist. 3	\$1,501,857.00	\$123,446.00	11/1/20 17
P-91-597-10	PTB IS7 - I-290 Widening Study	\$1,126,429.00	\$524 ,848	6 /1/20 19
D-94-088-06	PTB 152 - I-74/1-155 Interchange	\$5,596,887.00	\$182,159.00	7/1/20 19
0-91-191-10	PTB 154 - IL-171/First Avenue	\$7,253,203.00	\$63,232.00	12/1/ 20 19
P-91-599-10	PTB 156 - 95th & Stony, Phase I	\$1,549,25 9	\$67,088.00	12/1/20 18
0-93-022-1 I	PTB 159 - IL-89 over Illinois River, Phase II	\$1,412,394.00	\$32,313.00	8/31/20 19
I-11-4018	PSB 11-4 - Jane Adams Memorial Recon struction - Higgins Rd to Randall Rd; 1-90 DSE & DCM	\$11,545,793.00	\$108,147.00	4/1/20 19
C-91-173 -13	PTB 168 - Phase III Construction Inspection Services for U.S. 34 (Ogden Avenue) at the CNRR	\$4,661,156.00	\$45,604.00	1/1/20 19
I-13-4104	PSB 13-1 , Item 15 - 1-90 Bridge & Ramp Reconstruction (IL 25)	\$12,156.00	\$11,105.00	12/1/20 18
I-14-4188	PSB 14-1 , Item 3 - 1-90, IL 53 to Arlington Heights Rd. Widening	\$9,005,385.00	\$45, 163	5/1/2019
I-14-4189	PSB 14-1 - Westbound Roadway & Bridge to IL 31 to the Fox River	\$91,000.00	\$46,151.00	6/1/2019
RR-14-9171	PSB 14-3 - Construction Management Services Upon Request	\$360,000.00	\$174 ,6 18	12/31/2019
I-14-4188	PSB 15-2 - EOWA, 1-294 to 1-90, Tri-State and Franklin /Green Street, Phase II	\$24,442,011.00	\$6,361,384.00	5/31/2024
P-91-348-15	PTB 176 - Various Phase I S tudie s	\$847,411.00	\$339,479.00	10/19/2023
P-91-440-14	PTB 173 - IL 43 (Harlem Ave.), 63rd St. to 65th St.	\$564,365.00	\$445,423.00	1/1/2019
C-91-1 74-17	PTB 183 - Weber Road - Phase III - Weber Road at 1-55 Interchange	\$10,399,476.00	\$8 ,920,11 8	12/31/20 20

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1	<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><b>Total this Subconsultant (ULC)</b></td> <td style="border-bottom: 1px solid black; text-align: right;"><b>\$</b></td> <td style="text-align: right;"><b>-</b></td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>
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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-B, D-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-B, D-G for second tier subconsultants.

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

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

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

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

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

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

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

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

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

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

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

TOTAL 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-18-4424

Proposal Date: 3/15/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

















## ALLOWABLE DIRECT COSTS

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording 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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: I-18-4424

Consultant: Aqua Vitae Engineering, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

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

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

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

**Others:**      Name: \_\_\_\_\_

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

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

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

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

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

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

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

**EXHIBIT F**

**Contract No. I-18-4424**

**Aqua Vitae Engineering, LLC**

**SCOPE OF SERVICES**

Phase II engineering services are required for work orders that may include preparation of contract plans and engineering studies and other technical services as directed by the Tollway. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical work orders will include projects that are required for the Tollway system, and may include, but not be limited to:

1. Noise Abatement Wall and Retaining Wall contracts.
2. Bridge Improvement contracts.
3. Residential and Commercial Building Demolition contracts.
4. Utility Relocation contracts.
5. On call and as- needed work related on the Tollway system.

**EXHIBIT G**

**Contract No. I-18-4424**

**Aqua Vitae Engineering, LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
	Tri-State Tollway, Design Upon Request. On-call and as-needed Phase II			
I-18-4424	Engineering Services	\$100,000.00	\$100,000.00	12/31/2023
I-18-4414	I-294 Construction Management Services Upon Request. On-call, and as-needed Construction Management Services. Reagon Memorial Tollway, Illinois Route 47 Interchange, MP 109.3, Construction Management Services.	\$150,000.00	\$150,000.00	12/31/2021
I-18-4274	Systemwide, Design Upon Request, Non-Roadway	\$31,713.00	\$31,713.00	11/31/2019
RR-18-9008	Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road) Construction Management Services	\$40,000.00	\$40,000.00	12/31/2020
I-18-4380	Systemwide Design and Construction Management Services for Landscape Services Upon Request. On call and as-needed Phase II Engineering Services and Construction Management Services.	\$264,415.00	\$264,415.00	8/31/2021
I-18-4354	Tri-State Tollway (I-294), Roadway and Bridge Rehabilitation and Widening, Wolf Road (MP 36.2 and the Balmoral Avenue (MP 40.0). Construction Management Services.	\$160,000.00	\$158,534.00	12/31/2024
I-18-4356	Tri-State Tollway, Construction Management Upon Request. On call and as-needed Construction Management Services.	\$360,000.00	\$341,999.00	12/31/2020
I-18-4357	Tri-State Tollway, Roadway Reconstruction, Roosevelt Road (MP 30.5) to St. Charles Road (MP 32.3)	\$200,000.00	\$186,996.00	12/31/2019
I-17-4300	Tri-State Tollway Bridge Rehabilitation, Repairs & Demolition, Various Locations	\$770,000.00	\$648,214.00	12/31/2022
I-17-4306	Tri-State Tollway Roadway Reconstruction and Bridge Rehabilitation, Wolf Rd (MP 36.2) to O'Hare Oasis (MP 37.8)	\$47,000.00	\$6,943.00	10/31/2022
I-17-4302	Systemwide Pavement Roadway Management Services	\$212,000.00	\$122,581.00	12/31/2022
MO-17-1238	Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard: Erosion & Sediment Control and Landscaping design.	\$483,000.00	\$366,811.00	12/31/2022
I-17-4677		\$159,620.00	\$116,389.00	4/30/2020

I-17-4674	Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange Westbound Collector Distributor Road: Erosion & Sediment Control and Landscaping design. Environmental Studies 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.	\$51,750.00	\$5,162.00	11/31/2019
I-16-4257	I-90 and Systemwide Construction Management Services Upon Request: Erosion & Sediment Control inspections and reporting. US 45 (Milburn Bypass) North of Milburn Road to North of Grass Lake Road, Phase III: Erosion & Sediment Control and USACE 404 field inspections and reporting. Various Maintenance Construction Engineering/Erosion and Sediment Control/Landscape Architecture for Various Projects: SWPPP review, ESC Field Meetings, Erosion & Sediment Control and USACE 404 Reporting for IDOT let projects throughout District 1.	\$50,000.00	\$50,000.00	7/31/2021
I-16-4249		\$30,000.00	\$5,663.00	12/31/2018
C-91-010-16		\$49,730.73	\$43,730.00	12/31/2018
C-91-324-16		\$97,336.77	\$85,000.00	3/31/2020
Private	Various development and storm water management permits for a private property management co.	Time & Materials	Approx. \$4,000	12/31/2019
Private	Various urban infill land redevelopment projects: ESC inspections, storm water and Best Management Practices (BMPs) design and specifications.	Time & Materials	Approx. \$4,000	12/31/2019
Private	Various greenfield residential land development projects: ESC inspections, storm water and Best Management Practices (BMPs) design and specs.	Time & Materials	Approx. \$4,000	12/31/2019
MMSD	Watershed Plan	\$20,770.00	\$15,000.00	12/31/2019

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<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: Bowman Consulting Group, Ltd

Contract Number: I-18-4424

Proposal Date: 3/15/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

















## ALLOWABLE DIRECT COSTS

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording 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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

## **ALLOWABLE DIRECT COSTS**

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

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

### NOTES:

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

Contract No.: I-18-4424

Consultant: Bowman Consulting Group, Ltd

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

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

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

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

**Others:**      Name: \_\_\_\_\_

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

                    Name: \_\_\_\_\_

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

                    Name: \_\_\_\_\_

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

                    Name: \_\_\_\_\_

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

**EXHIBIT F**

**Contract No. I-18-4424**

**Bowman Consulting Group, Ltd**

**SCOPE OF SERVICES**

Phase II engineering services are required for work orders that may include preparation of contract plans and engineering studies and other technical services as directed by the Tollway. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical work orders will include projects that are required for the Tollway system, and may include, but not be limited to:

1. Noise Abatement Wall and Retaining Wall contracts.
2. Bridge Improvement contracts.
3. Residential and Commercial Building Demolition contracts.
4. Utility Relocation contracts.
5. On call and as- needed work related on the Tollway system.

**EXHIBIT G**

**Contract No. I-18-4424**

**Bowman Consulting Group, Ltd.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-13-4117	Reconstruction of the East West Connector between the Tri-State Tollway and the Reagan Memorial Tollway	\$3,883,677	\$65,528	5/1/2019
I-18-4356	Rehabilitation of Tri-State Tollway from Balmoral to Wolf	\$2,390,000	\$1,371,767	12/31/2019
I-17-4304	Provide design support services QA/QC	\$150,000	\$100,395	10/31/2022
RR-13-4117	Provide Engineering Support	\$30,00087	\$26,806	6/30/2019
RR-16-4281	CM Services, 159 <sup>th</sup> Street Bridge Reconstruction	\$82,379	\$30,300	9/30/19
I-18-4411	CM Services, Mile Long	\$48,000,000	\$47,850,691	7/31/27

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



















## ALLOWABLE DIRECT COSTS

**09.12.2018**

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
<b>Vehicles</b>	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
<b>Parking</b>	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording 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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: I-18-4424

Consultant: CKL Engineers, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT F**

**Contract No. I-18-4424**

**CKL Engineers, LLC**

**SCOPE OF SERVICES**

Phase II engineering services are required for work orders that may include preparation of contract plans and engineering studies and other technical services as directed by the Tollway. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical work orders will include projects that are required for the Tollway system, and may include, but not be limited to:

1. Noise Abatement Wall and Retaining Wall contracts.
2. Bridge Improvement contracts.
3. Residential and Commercial Building Demolition contracts.
4. Utility Relocation contracts.
5. On call and as- needed work related on the Tollway system.

**EXHIBIT G**

**Contract No. I-18-4424**

**CKL Engineers 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**

<b>Agency/University</b>	<b>Project Title</b>	<b>Status</b>	<b>Value</b>	<b>Contract Reference/P. O./Illinois Procurement Bulletin #</b>
ISTHA	EOWA Wetland Mitigation	Active	\$492,929.76	I-13-4619
ISTHA	I-90, MP 68.2 to MP 60.7	Active	\$230,000	I-11-4017
ISTHA	I-90, Elgin Toll Plaza to Fox River CM Services	Active	\$165,000	I-14-4189
ISTHA	CM Services Upon Request	Active	\$200,000	RR-14-5704
ISTHA	I-294 Roadway Study, Cermak Road to Balmoral Avenue	Pending	TBD	RR-14-4224

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: Patrick Engineering Inc.

Contract Number: I-18-4424

Proposal Date: 3/15/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

















## ALLOWABLE DIRECT COSTS

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording 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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: I-18-4424

Consultant: Patrick Engineering Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

**Project Civil Engineer:** Eric J. Boelter

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

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

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

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

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

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

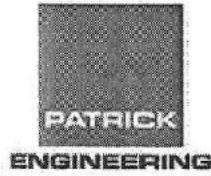
Classification: \_\_\_\_\_

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

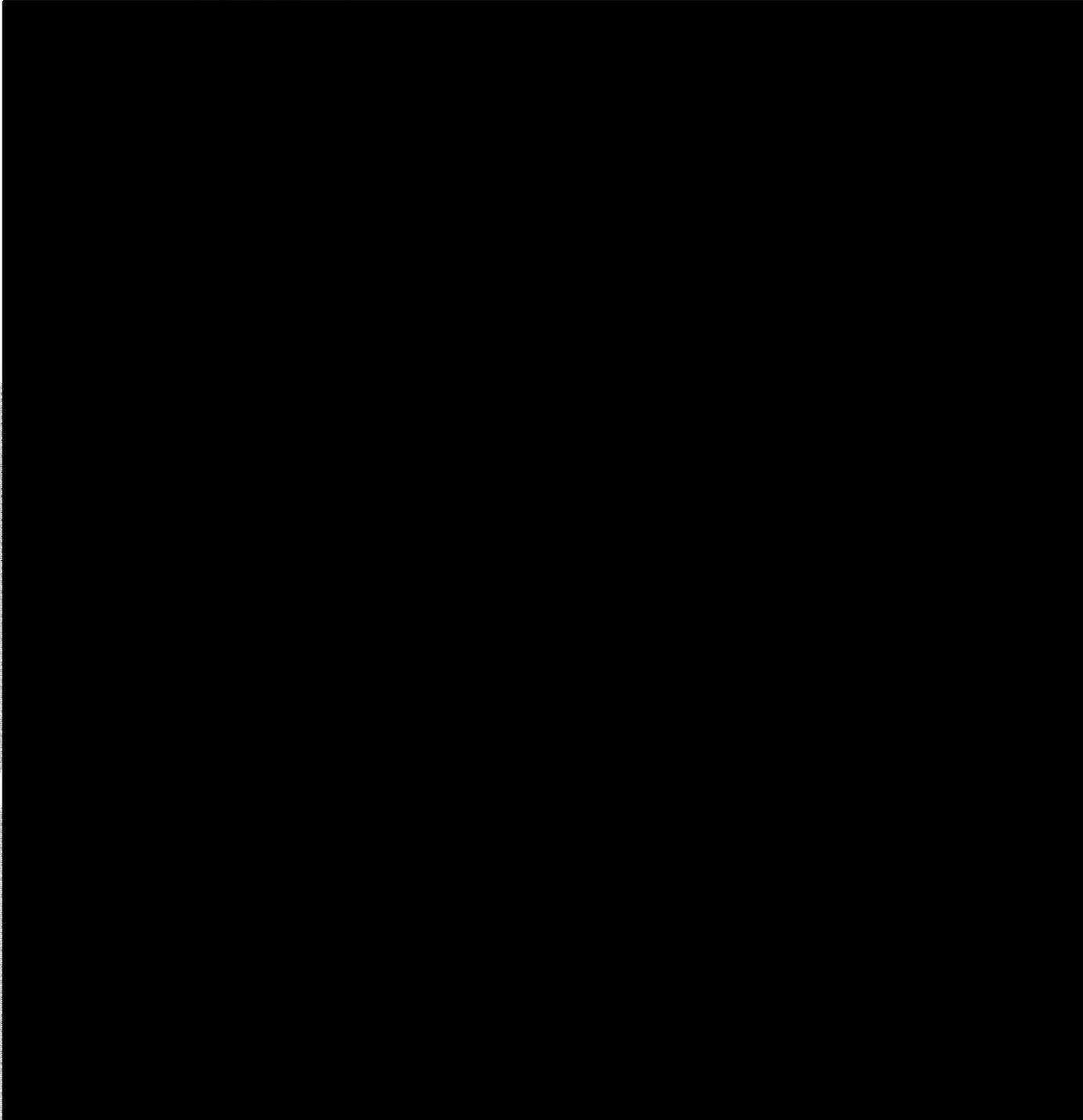
Classification: \_\_\_\_\_

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

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

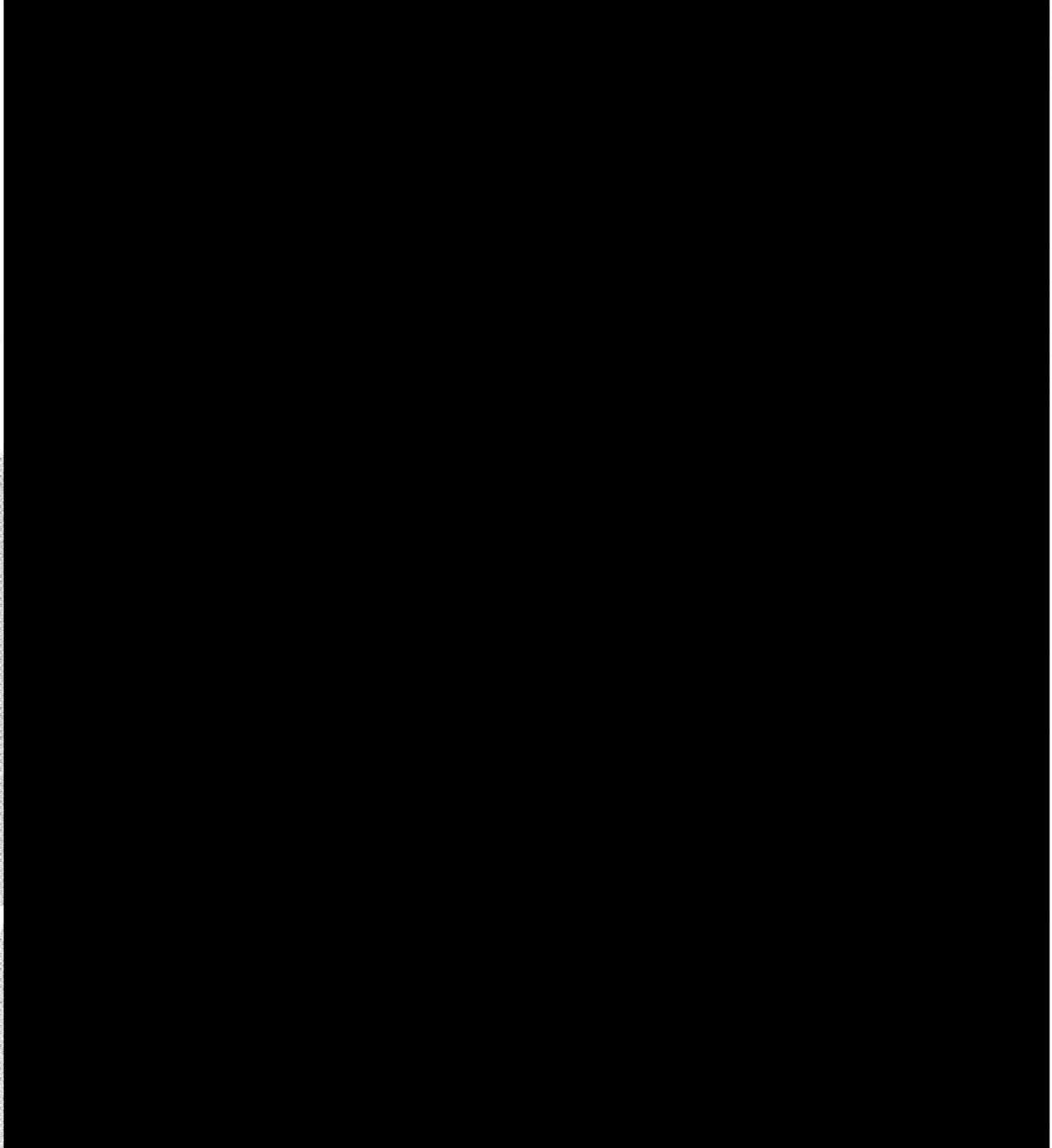


Eric J. Boelter, P.E. Project Civil Engineer





Eric J. Boelter, P.E. Project Civil Engineer



**EXHIBIT F**

**Contract No. I-18-4424**

**Patrick Engineering Inc.**

**SCOPE OF SERVICES**

Phase II engineering services are required for work orders that may include preparation of contract plans and engineering studies and other technical services as directed by the Tollway. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical work orders will include projects that are required for the Tollway system, and may include, but not be limited to:

1. Noise Abatement Wall and Retaining Wall contracts.
2. Bridge Improvement contracts.
3. Residential and Commercial Building Demolition contracts.
4. Utility Relocation contracts.
5. On call and as- needed work related on the Tollway system.

**EXHIBIT G**

**Contract No. I-18-4424**

**Patrick Engineering Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
PTB 160/29	CREATE Project P6 Phase I	\$1,985,270.00	\$6,000.00	4/30/2019
PTB 162/03	IDOT Various Phase I	\$2,000,000.00	\$15,000.00	8/30/2019
PTB 164/21	IL High Speed Rail Chicago to Dubuque	\$6,000,000.00	\$1,500,000.00	12/31/2020
PTB 170/05	IDOT Various Phase I/ADA	\$1,200,000.00	\$200,000.00	12/31/2019
PTB 176/33	IL High Speed Rail Chicago to St. Louis	\$5,500,000.00	\$600,000.00	3/31/2019
PTB 182/03	Grand Avenue Phase II	\$1,293,021.00	\$600,000.00	3/31/2020
I-12-4041	Elgin-O'Hare Expressway, Lively to Supreme	\$11,273,751.12	\$20,000.00	3/31/2019
RR-16-4256	I-355 Rehabilitation	\$5,954,236.00	\$900,000.00	7/31/2019

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1						
	Direct Labor	_____		Direct Labor	_____	
	Direct Costs	_____		Direct Costs	\$ -	
	Services by Others	_____		Services by Others	\$ -	
	Additional Services **	_____		Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -	
2						
	Direct Labor	_____		Direct Labor	_____	
	Direct Costs	_____		Direct Costs	\$ -	
	Services by Others	_____		Services by Others	\$ -	
	Additional Services **	_____		Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -	
3						
	Direct Labor	_____		Direct Labor	_____	
	Direct Costs	\$ -		Direct Costs	\$ -	
	Services by Others	\$ -		Services by Others	\$ -	
	Additional Services **	\$ -		Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -	
4						
	Direct Labor	_____		Direct Labor	_____	
	Direct Costs	\$ -		Direct Costs	\$ -	
	Services by Others	\$ -		Services by Others	\$ -	
	Additional Services **	\$ -		Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -	
5						
	Direct Labor	_____		Direct Labor	_____	
	Direct Costs	\$ -		Direct Costs	\$ -	
	Services by Others	\$ -		Services by Others	\$ -	
	Additional Services **	\$ -		Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -	
6						
	Direct Labor	_____		Direct Labor	_____	
	Direct Costs	\$ -		Direct Costs	\$ -	
	Services by Others	\$ -		Services by Others	\$ -	
	Additional Services **	\$ -		Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -	
7						
	Direct Labor	_____		Direct Labor	_____	
	Direct Costs	_____		Direct Costs	\$ -	
	Services by Others	_____		Services by Others	\$ -	
	Additional Services **	_____		Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -	
8						
	Direct Labor	_____		Direct Labor	_____	
	Direct Costs	_____		Direct Costs	\$ -	
	Services by Others	_____		Services by Others	\$ -	
	Additional Services **	_____		Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -	
9						
	Direct Labor	_____		Direct Labor	_____	
	Direct Costs	\$ -		Direct Costs	\$ -	
	Services by Others	\$ -		Services by Others	\$ -	
	Additional Services **	\$ -		Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -	
10						
	Direct Labor	_____		Direct Labor	_____	
	Direct Costs	\$ -		Direct Costs	\$ -	
	Services by Others	\$ -		Services by Others	\$ -	
	Additional Services **	\$ -		Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -	
11						
	Direct Labor	_____		Direct Labor	_____	
	Direct Costs	\$ -		Direct Costs	\$ -	
	Services by Others	\$ -		Services by Others	\$ -	
	Additional Services **	\$ -		Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -	
12						
	Direct Labor	_____		Direct Labor	_____	
	Direct Costs	\$ -		Direct Costs	\$ -	
	Services by Others	\$ -		Services by Others	\$ -	
	Additional Services **	\$ -		Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -	

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: Wynndalco Enterprises, LLC

Contract Number: I-18-4424

Proposal Date: 3/15/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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## ALLOWABLE DIRECT COSTS

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
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Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
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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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

## ALLOWABLE DIRECT COSTS

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

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

### NOTES:

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

Contract No.: I-18-4424

Consultant: Wynndalco Enterprises, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

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

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

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

**Others:**      Name: \_\_\_\_\_

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

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

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

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

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

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

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

**EXHIBIT F**

**Contract No. I-18-4424**

**Wynndalco Enterprises, LLC**

**SCOPE OF SERVICES**

Phase II engineering services are required for work orders that may include preparation of contract plans and engineering studies and other technical services as directed by the Tollway. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical work orders will include projects that are required for the Tollway system, and may include, but not be limited to:

1. Noise Abatement Wall and Retaining Wall contracts.
2. Bridge Improvement contracts.
3. Residential and Commercial Building Demolition contracts.
4. Utility Relocation contracts.
5. On call and as- needed work related on the Tollway system.

**EXHIBIT G**

**CONTRACT I-18-4424**

**(Wynndalco Enterprises, LLC)**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
Various Routes P-91-442-14	IDOT- Ph I Studies for Various Projects	\$300,000	\$300,000	11/1/2019
Various Routes D-91-101-15	IDOT - Ph II Studies for Various Projects	\$250,000	\$40,000	12/1/2018
Various Routes No. 1528-14472	Cook County Department of Transportation - Preliminary Engineering Services	\$500,000	\$500,000	5/1/2019
I-280 P-92-017-10/D-92-017-10	I-280 over the Mississippi River near Milan, Phase I and II Engineering Services	\$37,500	\$10,000	12/1/2018
Various Routes D-92-047-16,	Various Phase II Engineering Services for Bridge Rehabilitation Various Routes, Various Counties	\$500,000	\$100,000	09/30/2020
Various Routes RFQ 1628-15166	Cook County Department of Transportation – Design Engineering Services	\$250,000	\$250,000	1/1/2020
Various Routes No. K60418	Metra - Structural Services	\$350,000	\$20,000	03/24/2021
Various Routes No. K460451	Metra – Station, Parking Lot and Road Facilities	\$819,000	\$30,000	06/26/2021

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 20%;"></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><b>Total this Subconsultant (ULC)</b></td> <td style="text-align: right;"><b>\$</b></td> <td style="text-align: right;"><b>-</b></td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>
Direct Labor																
Direct Costs																
Services by Others																
Additional Services **																
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>														

6	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td><b>Total this Subconsultant (ULC)</b></td> <td style="text-align: right;"><b>\$</b></td> <td style="text-align: right;"><b>-</b></td> </tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>
Direct Labor																
Direct Costs	\$	-														
Services by Others	\$	-														
Additional Services **	\$	-														
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>														

2	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 20%;"></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><b>Total this Subconsultant (ULC)</b></td> <td style="text-align: right;"><b>\$</b></td> <td style="text-align: right;"><b>-</b></td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>
Direct Labor																
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**TOTAL DBE/MBE/WBE Subconsultants: \$ -**  
**TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ -**  
**TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ -**  
**DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): \_\_\_\_\_**  
**DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): \_\_\_\_\_**

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

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

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

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