

RESOLUTION NO. 22018

Background

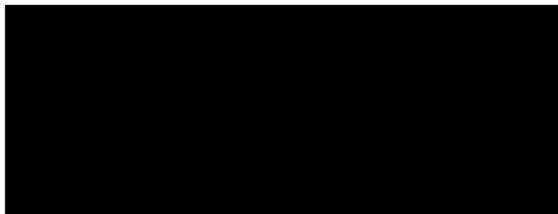
It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services on Contract No. I-19-4478 on the Tri-State Tollway (I-294) between Mile Post 32 (St. Charles Road) and Mile Post 33 (North Avenue/Lake Street).

HR Green, Inc. submitted a proposal to provide such services for an upper limit of compensation not to exceed \$15,500,000.00. The proposal is for construction-related professional services. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with HR Green, Inc. to obtain Construction Management Services on Contract No. I-19-4478 with an upper limit of compensation not to exceed \$15,500,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:





May 27, 2020

Mr. Jason Poppen, Chief Executive Officer
HR Green, Inc.
8710 Earhart Lane SW
Cedar Rapids, IA 52404-8947

**Re: Contract I-19-4478
Construction Management Services for
Roadway Reconstruction and Widening
Tri-State Tollway (I-294),
St. Charles Rd (Mile Post 32) to North Ave. / Lake St. (Mile Post 33)**

NOTICE TO PROCEED

Dear Mr. Poppen:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated March 25, 2020, for Construction Management Services for Contract I-19-4478. You are hereby authorized to commence with the work as of May 27, 2020, and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

In advance of your first billing, the prime and subconsultants (if any) must submit a Consultant Rate Form (CRF) with an effective date that corresponds to the effective date of this Notice to Proceed. CRF forms may be submitted by U.S. Mail, other delivery services, or by email to: documentcontrol@getipass.com. Hard copies should be addressed to the attention of **Document Control Manager**. Please send either hard copy or electronic copy, but not both.

The CRF form negates the need for separate Certified Payroll submission. Consultants may be required to provide Certified Payroll at a later date, but only if requested by the Tollway.

Upon request, a copy of the sub-contract agreement must be submitted within fifteen (15) days after execution of the contract, or after execution of the sub-contract, whichever is later, for those sub-contracts with an annual value of more than \$50,000.

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

Contract I-19-4478
Notice to Proceed
Page 2 of 2

Please contact Hope Garrett at 630-241-6800 extension 4942 for further information.

Sincerely,



Eric Ocomy
Chief of Contract Services

EO: cmhg

cc:	Greg Stukel	Lane Closures	Chief Engineering Officer
	Hope Garrett	Contract Services	Eleanor Curcuro
	Dorothy Jablonski	Sue Biggs	

File: 04.4478.01.05 LT_Tollway_EO_4478HRGreen-NTP_05272020

1.5.8 Item 8 I-19-4478, Tri-State Tollway, Roadway Reconstruction and Widening, St. Charles Rd. (M.P. 32) to North Ave./Lake St. (M.P. 33), Construction Management Services.

This project has a 32% D/M/WBE participation goal and 3% VOS/SDVOSBE participation goal.

Phase III engineering services are required for the construction inspection, and supervision for proposed widening and reconstruction for the Central Tri-State Tollway between St. Charles Rd. (M.P. 32) to North Ave./Lake St. (M.P. 33), in Cook County, Illinois.

The Consultant will perform on-site inspection, review layout of contract including design changes, prepare records, maintain documentation, and submit pay estimates and change orders and any other duties requiring the services of an engineer to complete projects on a timely basis and in accordance with Tollway specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Illinois Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the CADD Standards Manual. All CADD file documents shall be required to contain all record drawing modifications.

Construction Estimate: Category F

Firms must be prequalified by IDOT in the following category:

**Special Services (Construction Inspection)
Structures (Highway Bridges: Typical)
Highways (Freeways)
Structures (Railroad Bridges)**

The Illinois Tollway will allow a prime firm to meet the prequalification for Structures (Highway Bridges: Typical) and Highways (Freeway) and Structures (Railroad Bridges) 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 be responsible for roadway design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for structural design related issues (must be an Illinois Licensed Structural Engineer).
- The Resident Engineer.
- The Materials Coordinator.
- The Document Technician. (The person actively performing the documentation on the project must possess a current IDOT Construction Document certificate. Include the Documentation Certificate Number for IDOT class S-14, Documentation of Contract Quantities.)
- The Materials QA Technician.

Schedule: This project may start in 2020.

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

Proceed.

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

Exhibit A – Proposed Staff

PSB 19-3

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 Illinois 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 1-10,13)			
Name:	Andy Keyster		
Firm:	HR Green, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-055745		
Year Registered:	2002	State:	IL
Office Address:	2363 Sequoia Drive, #101		
City:	Aurora	State:	IL

Roadway Design (Items 1-10,13)			
Name:	Jason Roitburd		
Firm:	HR Green, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-065592		
Year Registered:	2013	State:	IL
Office Address:	2363 Sequoia Drive, #101		
City:	Aurora	State:	IL

Structural Design (Items 1-9, 11,13)			
Name:	Andy Underwager		
Firm:	HR Green, Inc.		
Category:	IL Licensed Professional Structural Engineer		
License #:	081-006218		
Year Registered:	2005	State:	IL
Office Address:	2363 Sequoia Drive, #101		
City:	Aurora	State:	IL

Resident Engineer (Items 1-8,10)			
Name:	Jim Wieser		
Firm:	HR Green, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-057655		
Year Registered:	2004	State:	IL
Office Address:	2363 Sequoia Drive, #101		
City:	Aurora	State:	IL

Materials Coordinator(Items 1-8,10)			
Name:	Kaleem Shaikh		
Firm:	ARK Engineering		
Category:	IL Licensed Professional Engineer		
License #:	43056-6		
Year Registered:	2013	State:	WI
Office Address:	6256 N. Hoyne Ave. #D		
City:	Chicago	State:	IL

Document Technician (Items 1-8,10)			
Name:	Ana Carrasco		
Firm:	HR Green, Inc.		
Category:	Documentation Certification Number- IDOT class S-14		
License #:	18-13797		
Year Registered:	2018	State:	IL
Office Address:	2363 Sequoia Drive, #101		
City:	Aurora	State:	IL

Materials QA Technician (Items 1-10)			
Name:	Steven Tomich		
Firm:	Material Service Testing		
Category:			
License #:			
Year Registered:		State:	
Office Address:	1327 W. Washington Blvd, #105		
City:	Chicago	State:	IL

Exhibit A – Proposed Staff
PSB 19-3, continued

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

Project Engineer (Item 9,13)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Architectural (Item 9)			
Name:			
Firm:			
Category:	IL Licensed Professional Architect		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Electrical Design (Item 9)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Mechanical Design (Item 9)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

QC/QA (Item 9,13)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer for roadway and IL Licensed Structural Engineer for structural elements		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Manager (Item 11)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer or IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Engineer (Item 11)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer or IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Geotechnical Lead (Item 12)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

**Exhibit A – Proposed Staff
PSB 19-3, continued**

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

Required Prequalification Category			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Required Prequalification Category			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
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Required Prequalification Category			
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Required Prequalification Category			
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Required Prequalification Category			
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Firm:			
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License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Required Prequalification Category			
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Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Required Prequalification Category			
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Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Required Prequalification Category			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Required Prequalification Category			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

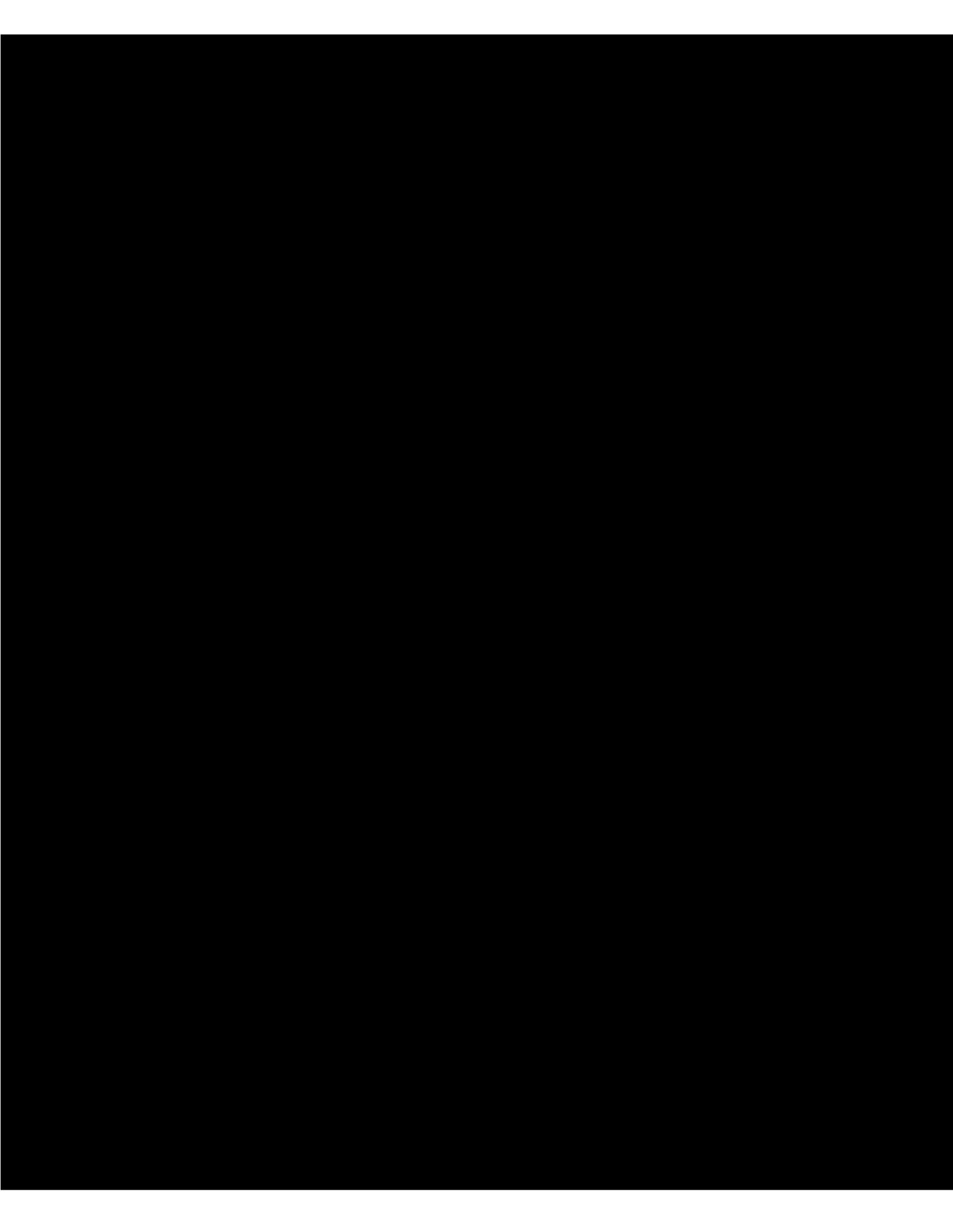
Required Prequalification Category			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

*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

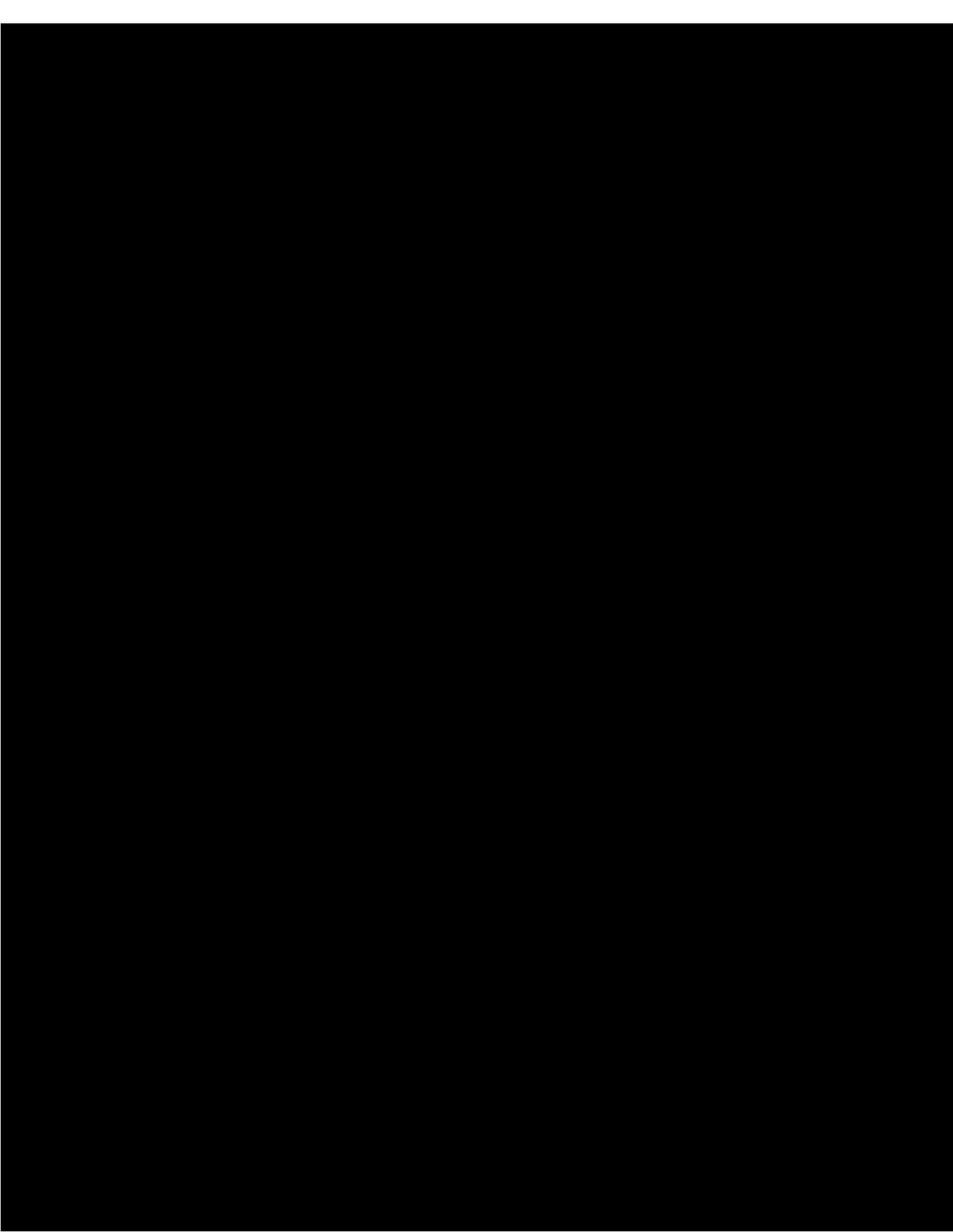
Andy Keyster, PE

Project Manager



Jim Wieser, PE

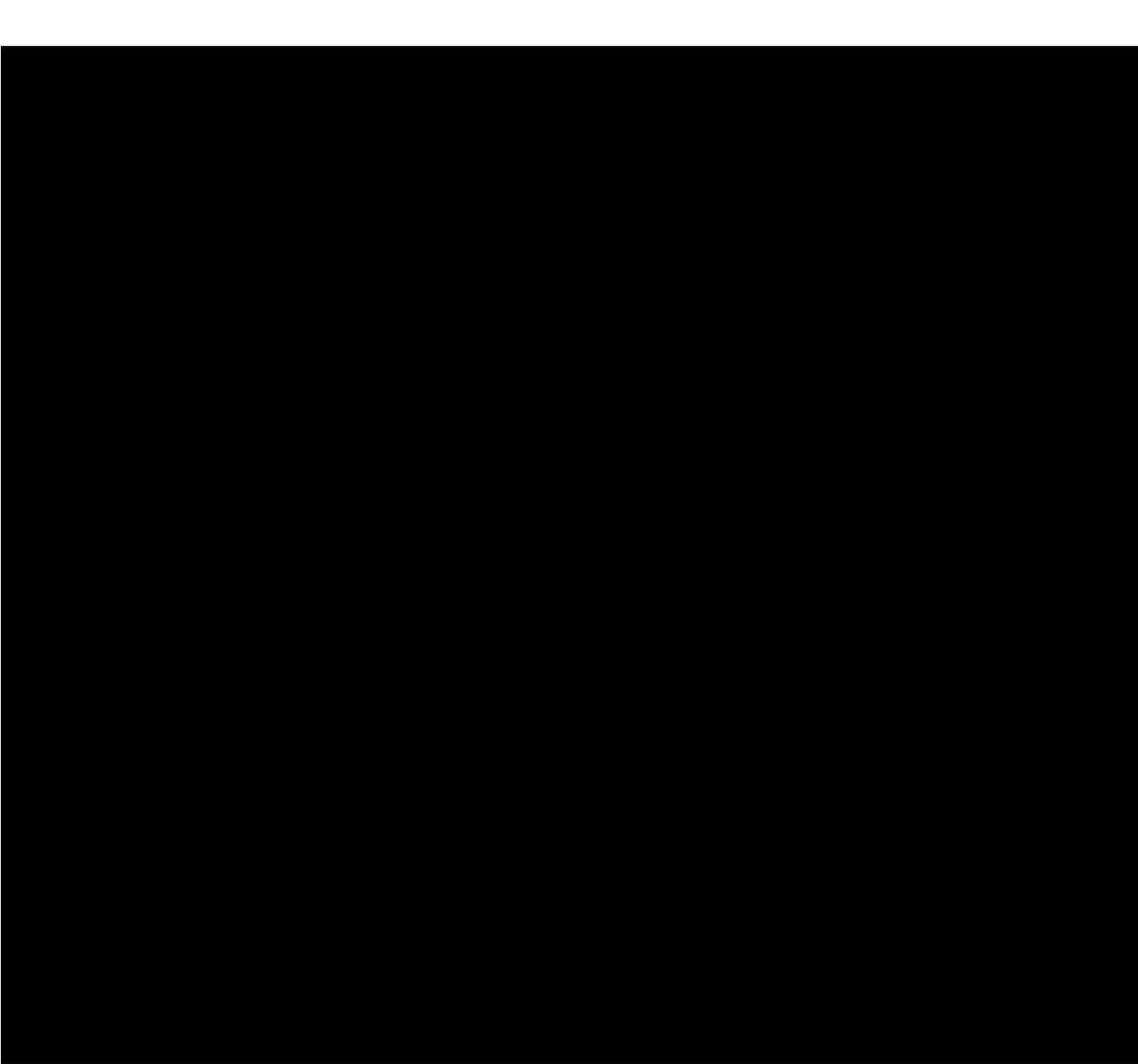




Ana Carrasco

Documentation Technician

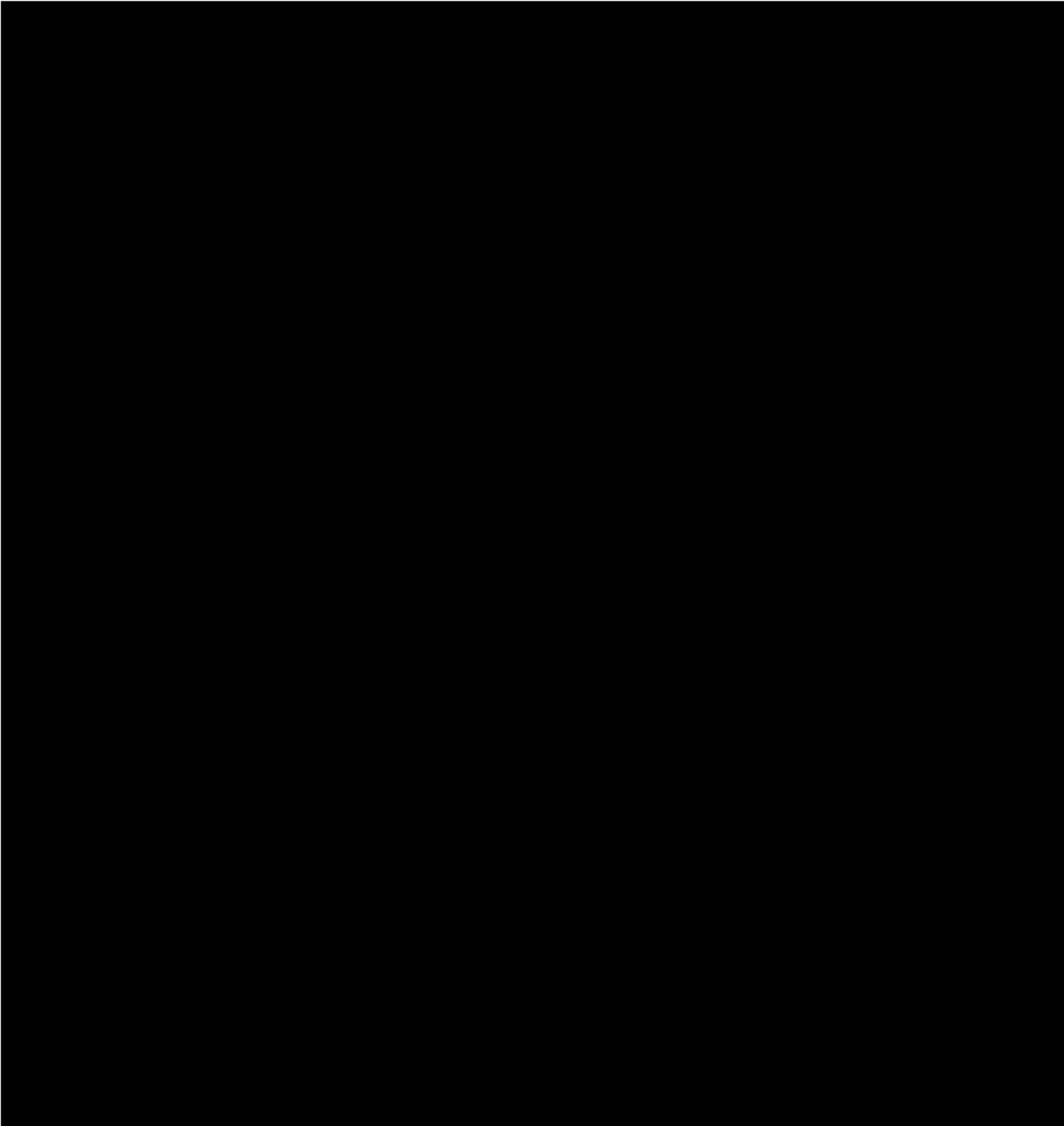




Kaleem R. Shaikh, PE

Senior Construction Engineer

20 Years' Experience

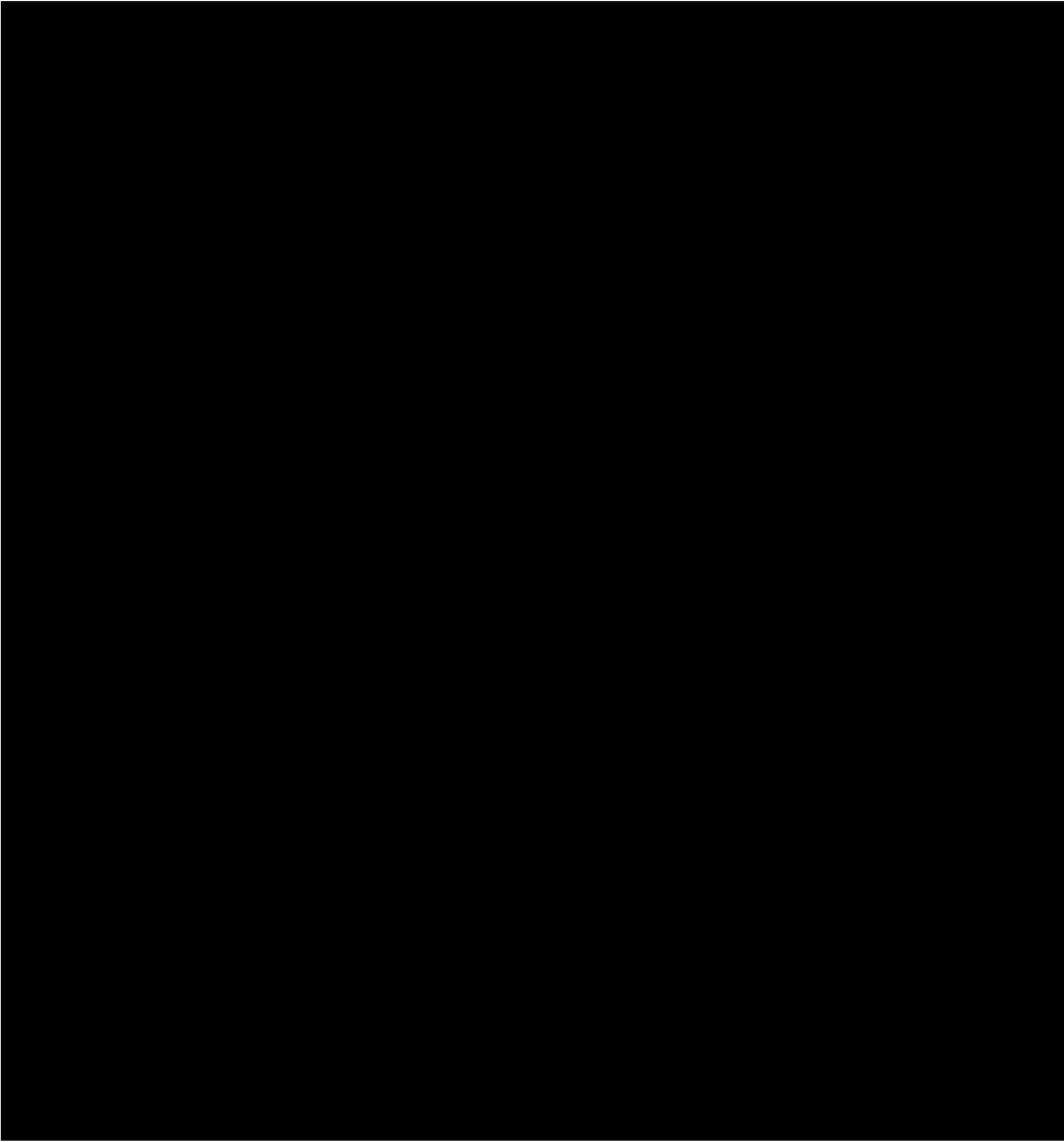




STEVEN TOMICH
MATERIALS QA TECHNICIAN



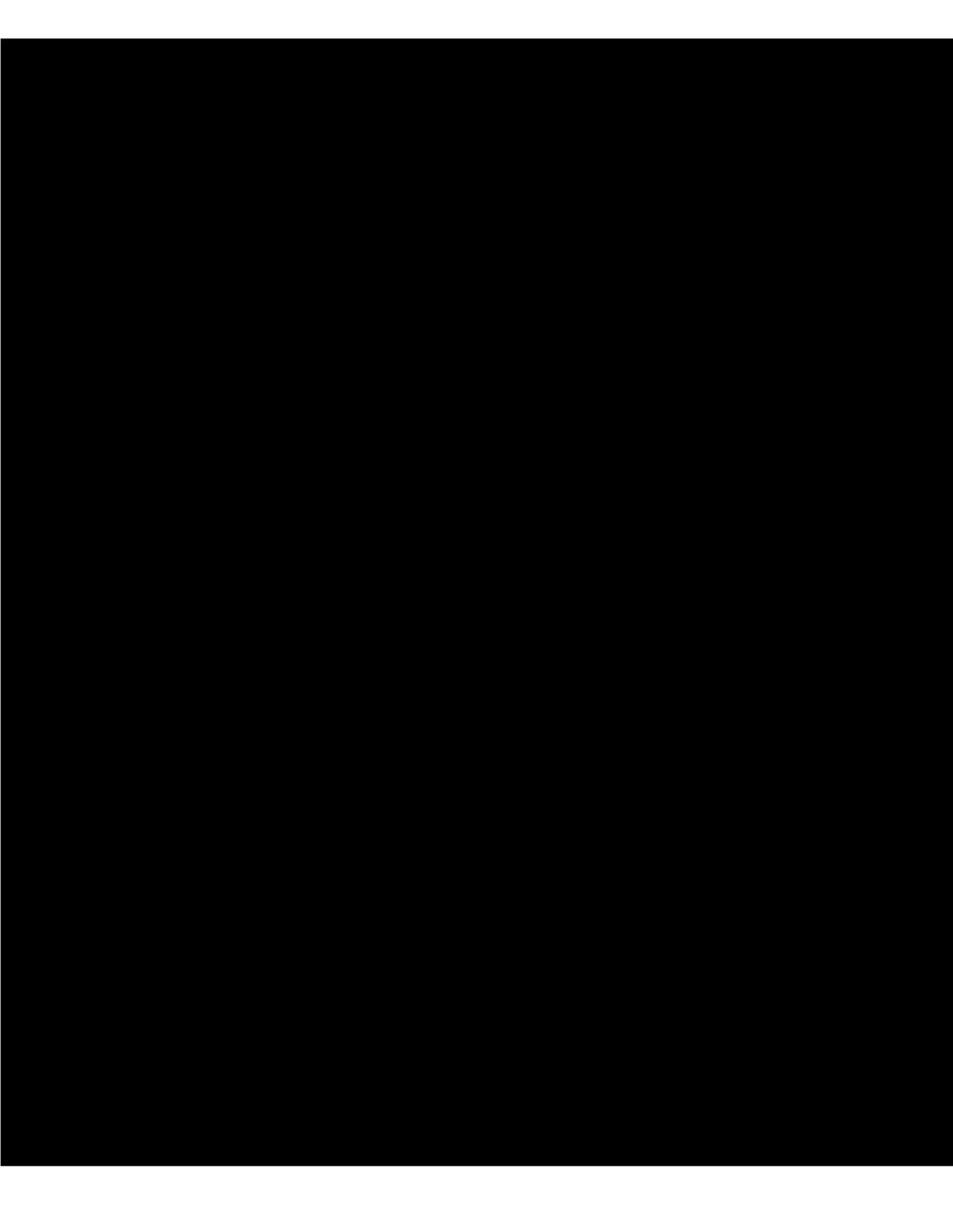
STEVEN TOMICH
MATERIALS QA TECHNICIAN



Andy Underwager, SE, PE

Structural Engineer

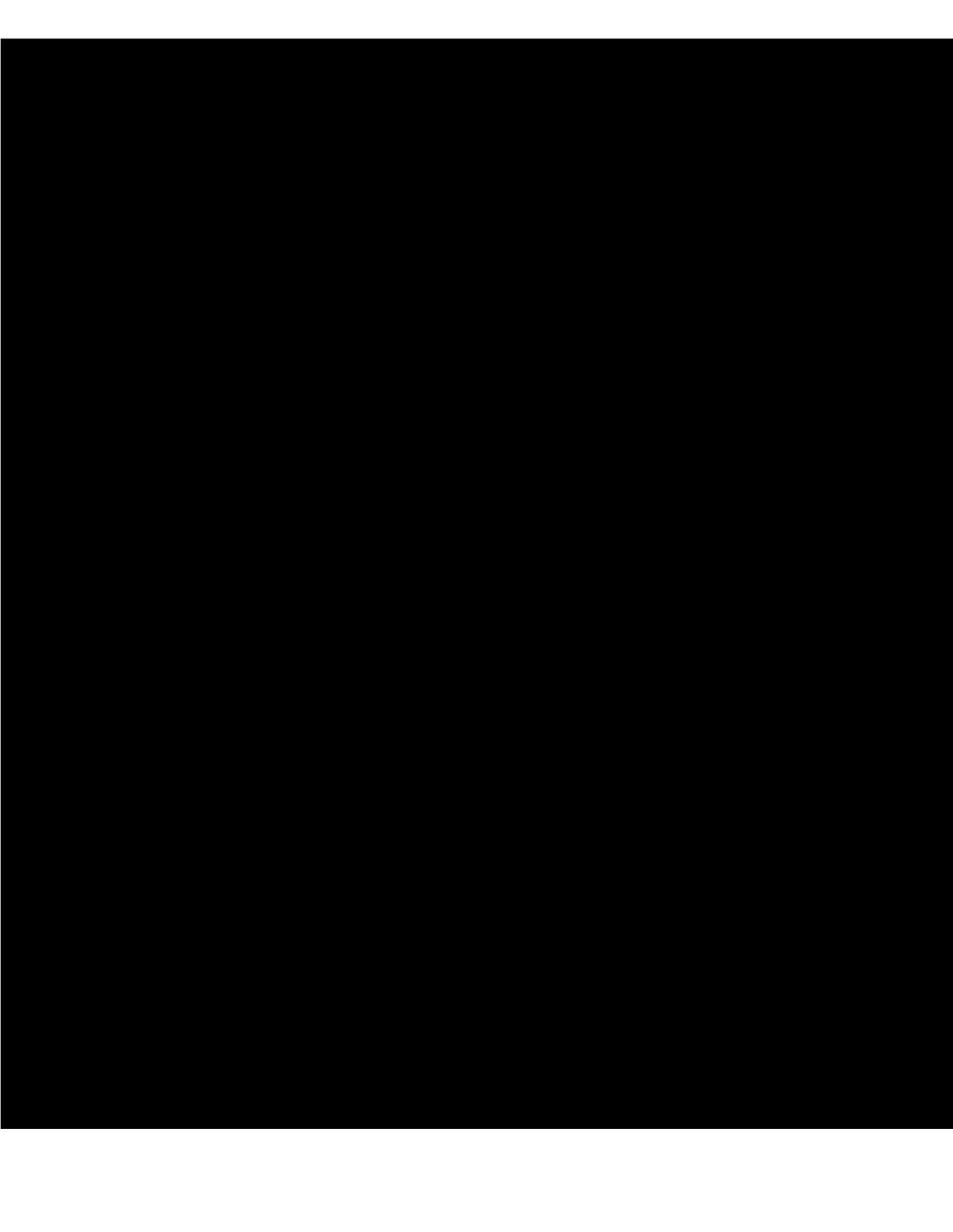




Jason Roitburd, PE

Roadway Engineer

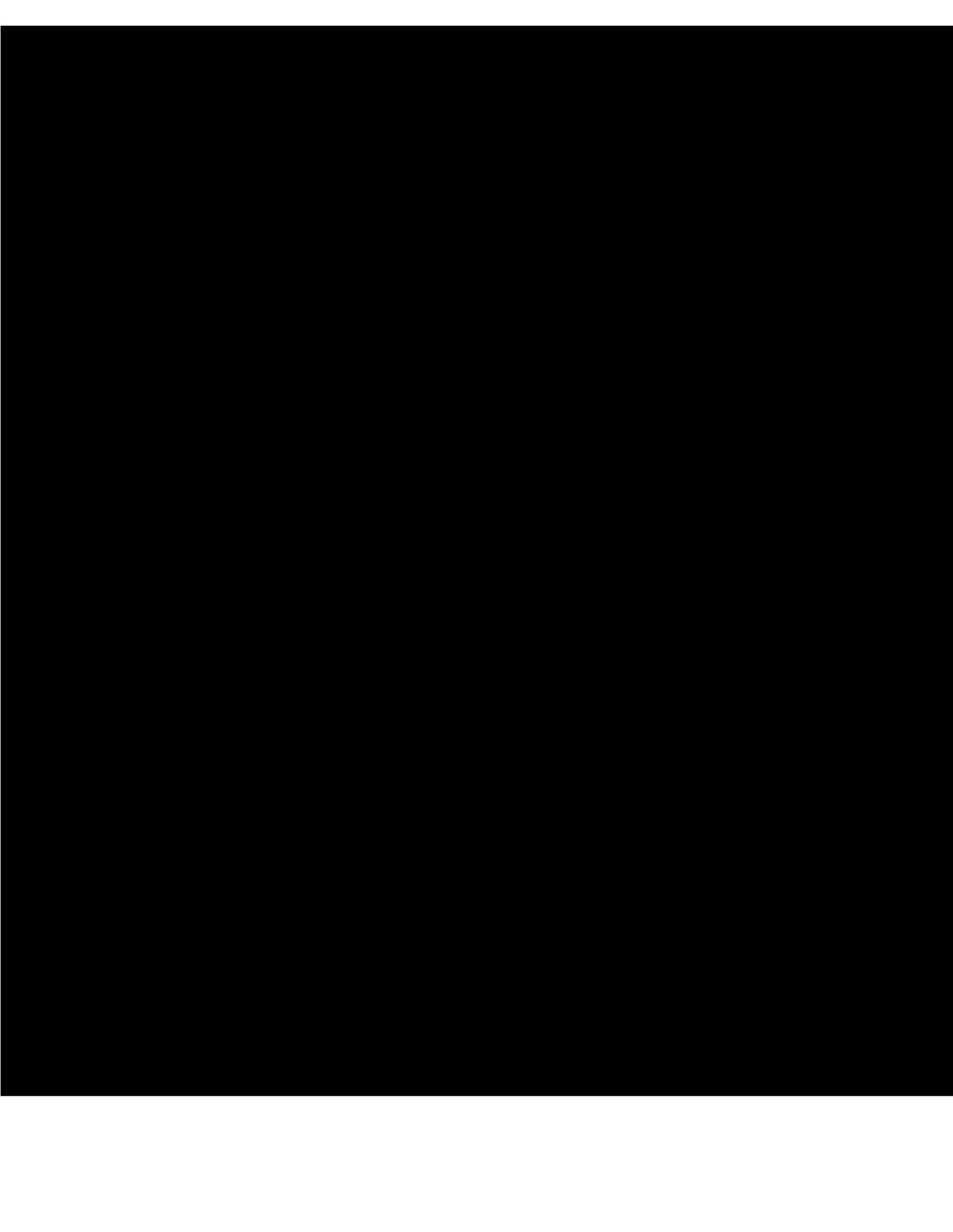




Andy Mrowicki, PE

Project Principal







15-3	Item 05_GREENH_15-3_GREEN, HOWARD R. COMPANY_12162019	GREEN, HOWARD R. COMPANY	Prize P or Lead ing Partner (Member)	Prize P or Lead ing Partner Project Manager	Prize P or Lead ing Partner Project Engineer	Prize P or Lead ing Partner Address	SOI E&M Firm Name	Team Member Role	% of Work to be Completed by Consultant	Contact e-mail	Role of consultant	Male or Female	D/W/B/E Status	E thnic ty	DBE (Disadvantaged Business Enterprise) Program	Veritas Sta us	PA&T	PA&T Role	PA&T Partner(s)	No Spill Outlets	
				[REDACTED]	Andy Kayler	Jim Wear	always@rgreen.com	HR Green, Inc.	Prize (Solo)	52.00	always@rgreen.com	Consult on Inpact on Construction Management, Structural, Roadway, Environmental, Survey, Civil, Traffic	Male	NA	Multiple Ownership	NA	Yes	Minor	AA Engineering Associates, LTD, Orion Engineers, LLC	Yes	
					Andy Kayler	Jim Wear	always@rgreen.com	Maxwell Service Trading, Inc.	Subconsultant	3.00	info@maxwell.com	Material QA	Male	DBE	As an Partner	U, LCP - METRA	NA	No	NA	NA	Yes
					Andy Kayler	Jim Wear	always@rgreen.com	Pavle Clark, LLC	Subconsultant	6.00	jeanalk.pavle@pavleclark.com	Construction Inpact on	Male	MBE	African American	U, LCP - Chicago Transit Authority (CTA)	NA	No	NA	NA	Yes
					Andy Kayler	Jim Wear	always@rgreen.com	JMI Incorp and, Inc.	Subconsultant	6.00	echowest@jmiincorp.com	Construction Inpact on, Assistant Engineer, Maintenance of Traffic	Female	MBE	Caucasian	U, LCP - Illinois Department of Transportation (DOT)	NA	No	NA	NA	No
					Andy Kayler	Jim Wear	always@rgreen.com	TenEye.com Corp and	Subconsultant	60.00	ms.ora@teneye.com	Assistant Resident Engineer and Construction Inpact on	Male	NA	Multiple Ownership	NA	NA	No	NA	NA	Yes
					Andy Kayler	Jim Wear	always@rgreen.com	Orion Engineers, LLC	Subconsultant	5.00	scarstrom@orengineers.com	Construction Inpact on	Male	NA	Caucasian	NA	SCVOBS	Yes	Protage	HR Green, Inc.	Yes
					Andy Kayler	Jim Wear	always@rgreen.com	Alba Engineering Group, LLC	Subconsultant	6.00	info@albagroup.com	Survey and Construction Inpact on	Female	DBE	Caucasian	U, LCP - Illinois Department of Transportation (DOT)	NA	No	NA	NA	No
					Andy Kayler	Jim Wear	always@rgreen.com	Playoff P and LLC	Subconsultant	6.00	nick@playoff.com	Construction Inpact on	Male	MBE	African American	U, LCP - Illinois Department of Transportation (DOT)	NA	Yes	Protage	HR Green, Inc.	No
					Andy Kayler	Jim Wear	always@rgreen.com	ARX Engineering Associates, LTD	Subconsultant	6.00	shahin@arxeng.com	Master Control	Male	DBE	As an Indian	U, LCP - Illinois Department of Transportation (DOT)	NA	Yes	Protage	HR Green, Inc.	No

Certified Profile

[CLOSE WINDOW](#) 
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Business & Contact Information

BUSINESS NAME	Orion Engineers, LLC	
OWNER	MR. CHARLES FRANGOS	
ADDRESS	328 South Jefferson St, Suite 950 Chicago, IL 60661	Map This Address
PHONE	312-544-9108	
FAX	312-544-9108	
EMAIL	cfrangos@orionengineersllc.com	
WEBSITE	http://www.orionengineersllc.com	
ETHNICITY	Caucasian	
GENDER	Male	
COUNTY	Cook (IL)	

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	VOSB - Veteran Owned Small Business
RENEWAL DATE	7/16/2020
EXPIRATION DATE	7/16/2020
CERTIFIED BUSINESS DESCRIPTION	Civil Engineering, General Construction: Management, Scheduling, Cost Estimation - Engineering, Highways, Streets, Airport Pay-Parking Lots - Engineering, Land Development and Planning/Engineering, Municipal Engineering, Traffic and Transportation Engineering, Erosion Control Services

Commodity Codes

Code	Description
NIGP 92517	Civil Engineering

EXHIBIT F - State of Illinois VETERAN-OWNED SMALL BUSINESS PARTICIPATION, UTILIZATION PLAN and LETTER OF INTENT

It is the goal of the State to promote and encourage the continued economic development of small businesses owned and controlled by qualified veterans and that qualified service-disabled veteran-owned small businesses (SDVOSB) and veteran-owned small businesses (VOSB) participate in the State's procurement process as both prime consultant and subconsultant. 30 ILCS 500/45-57.

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **Veteran Small Business** participation goal as specified in each Item detail based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services required by this solicitation. **The Veteran Small Business participation goal is applicable as specified in each Item detail.** This goal is also applicable to supplemental work within the scope of work provided by the VOSB/SDVOSB vendor. In addition to the other award criteria established for this solicitation, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. If Vendor is a CMS certified VOSB/SDVOSB vendor, the entire goal is met and no subconsulting with a CMS certified VOSB/SDVOSB vendor is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

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.

Following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.** A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified Veteran Small Business vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

At the time of submittal of Statement of Interest (SOI), Vendor, or Vendor's proposed Subconsultant must be certified with CMS as a VOSB or SDVOSB.

Failure to complete a Utilization Plan and/or provide Good Faith Effort Documentation shall render the SOI non-responsive or not responsible.

Visit <http://www2.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx> for complete requirements and to apply for certification in the Veteran Business Program.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Teaming Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Teaming Agreement must clearly evidence that the certified VOSB/SDVOSB vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified VOSB/SDVOSB vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the certified VOSB/SDVOSB vendor to be dedicated to the performance of the contract. Established Teaming Agreements will only be credited toward Veteran Small Business goal achievements for specific work performed by the certified VOSB/SDVOSB vendor.
2. An agreement between a vendor and a certified VOSB/SDVOSB vendor in which a certified VOSB/SDVOSB vendor promises not to provide subconsulting proposals to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB/SDVOSB vendor. Failure to cooperate by Vendor and certified VOSB/SDVOSB vendor may render the SOI non-responsive or not responsible.

The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.

3. **Veteran Small Business Certified Vendor Locator References:** Vendors may consult CMS' Veteran Small Business Vendor Directory at www.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx, as well as the directories of other certifying agencies, but firms **must be certified with CMS as VOSB/SDVOSB vendors at the time of submittal of SOI.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subconsultant.
5. **Calculating Certified VOSB/SDVOSB Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or provided by all certified VOSB/SDVOSB vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by certified VOSB/SDVOSB vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1. The value of the work actually performed by the certified VOSB/SDVOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB/SDVOSB vendor shall be counted.
 - 5.2. A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB/SDVOSB vendor. Work performed by the non-certified VOSB/SDVOSB party shall not be counted toward the goal. **Work that a certified VOSB/SDVOSB vendor subcontracts to a non-certified VOSB/SDVOSB vendor will not count towards the goal.**
 - 5.3. Certified VOSB/SDVOSB vendors who are performing on contract as second tier subconsultants may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
 - 5.4. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - 5.4.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved.
 - 5.4.2. A certified VOSB/SDVOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB/SDVOSB vendor participation. In determining whether a certified VOSB/SDVOSB vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified VOSB/SDVOSB vendors do not participate, and industry practices.
 - 5.5. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.
6. **Good Faith Effort Procedures:** Vendor must submit a Utilization Plan and Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time

- 7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its SOI; or
- 7.3.8. Decertification of the certified VOSB/SDVOSB vendor.
- 7.4.** If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Agency in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.
- 7.5.** Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.
- 7.6.** If a Vendor plans to hire a subconsultant for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB/SDVOSB vendors have a fair opportunity to submit a proposal on the new scope of work.
- 7.7.** A new certified VOSB/SDVOSB vendor agreement must be executed and submitted to the Agency within five business days of Vendor's receipt of the Agency's approval for the substitution or other change.
- 7.8.** Vendor shall maintain a record of all relevant data with respect to the utilization of certified VOSB/SDVOSB vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the certified VOSB/SDVOSB vendor and final payment to the certified VOSB/SDVOSB vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB/SDVOSB vendor under the contract.
- 7.9.** The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.10.** The Agency reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

EXHIBIT F - VOSB UTILIZATION PLAN

HR Green, Inc. _____ (Vendor) submits the following Utilization Plan as part of our SOI in accordance with the requirements of the Veteran Small Business Program Status and Participation section of the solicitation for Item 8 _____, Illinois Procurement Bulletin Reference Number 19-3 _____. We understand that all subconsultants must be certified with the CMS Veteran Small Business Program at the time of submission of all bids / offers. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

Vendor makes the following assurance and agrees to include the assurance in each agreement, subcontract and/or purchase order with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

Vendor submits the following statement:

- Vendor is a certified VOSB/SDVOSB and plans to fully meet the goal through self- performance.
- Vendor has identified certified VOSB/SDVOSB subcontractor(s) to fully meet the established goal and submits the attached completed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance:

Name: Andrew Mrowicki
 Title: Practice Leader - Construction / Vice President
 Telephone: 630.553.7560
 Email: amrowicki@hrgreen.com

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the Veteran Small Business participation goal was not achieved, the Good Faith Efforts Procedures and Guidelines outlined in Section 6 will be used to evaluate submitted utilization plans. Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log with the SOI. Failure to submit Good Faith Effort documentation in its entirety shall render Vendor's SOI non-responsive or not responsible and cause it to be rejected or render Vendor ineligible for contract award.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain Veteran Small Business participation in addition to the items listed below, attach a detailed description of such efforts.

- Utilize the Sell2Illinois website: www.illinois.gov/cms/business/sell2/PageVendorSearch.aspx to identify certified VOSB/SDVOSB vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of certified VOSB/SDVOSB vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the certified VOSB/SDVOSB vendors to respond to the solicitation. Vendor must determine with certainty if the certified VOSB/SDVOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a proposal. Vendor must provide interested certified VOSB/SDVOSB vendors with adequate information about the requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by certified VOSB/SDVOSB vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out project scope to facilitate certified VOSB/SDVOSB vendor participation, even when Vendor might otherwise prefer to perform these work items.
- Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.
- Negotiate in good faith with interested certified VOSB/SDVOSB vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors that were considered; a description of the information provided regarding the project scope for the work selected for subconsulting and evidence as to why additional agreements could not be reached for certified VOSB/SDVOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable.
- Thoroughly investigate the capabilities of certified VOSB/SDVOSB vendors and not reject them as unqualified without documented reasons. The certified VOSB/SDVOSB vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
- Make efforts to assist interested certified VOSB/SDVOSB vendors in obtaining lines of credit or insurance as required by the Agency.

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: I-19-4478, Tri-State Tollway, Roadway Reconstruction and Widening, St. Charles Road (M.P. 32) to North Project/Solicitation Number: PSB 19-3, Item 8

Name of Prime Vendor: HR Green, Inc. VOSB Compliance Contact: Andrew Mrowicki

Address: 2363 Sequoia Drive, Suite 101

City: Aurora State: IL Zip Code: 60506

Telephone: 630.553.7560 Fax: 630.553.7646 Email: amrowicki@hrgreen.com

Name of Certified VOSB Vendor: Orion Engineers, LLC

Address: 328 S. Jefferson Street, Suite 950 VOSB Compliance Contact: Shawon Carlstrom

City: Chicago State: IL Zip Code: 60661

Telephone: 630.310.9918 Fax: _____ Email: scarlstrom@orionengineersllc.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: 2020

Proposed 5.00 % 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.

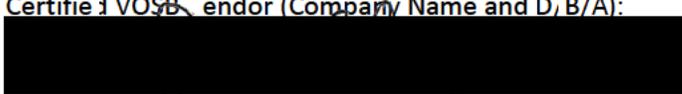
Detailed description of work to be performed by the VOSB Vendor:

Construction Inspection

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.

Certified VOSB Vendor (Company Name and D/B/A):


Signature _____
Print Name: Andrew Mrowicki
Title: Practice Leader - Construction / Vice President
Date: 12/16/2019


Signature _____
Print Name: Shawon Carlstrom
Title: Executive Vice-President
Date: 12/16/2019

Certified Profile

CLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	PinPoint Precision Engineering, DBA Pinpoint Precision LLC
OWNER	Mr. Michael Bempah
ADDRESS	1016 W. Jackson Blvd. Chicago, IL 60607 Map This Address
PHONE	312-203-3473
FAX	312-407-6352
EMAIL	michael.b@pinpointp.com
WEBSITE	http://www.pinpointp.com
ETHNICITY	African American
GENDER	Male
COUNTY	Cook (IL)

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	MBE - Minority Business Enterprise
RENEWAL DATE	10/17/2020
EXPIRATION DATE	10/17/2025
CERTIFIED BUSINESS DESCRIPTION	ENGINEERING SERVICES, PROFESSIONAL Civil Engineering

Commodity Codes

Code	Description
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 92517	Civil Engineering

Additional Information

REGION

Metro Chicago

📌 View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) ✕
 from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>)

Unified Certification Program - Search

Contractor Details

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

Print

Peralte-Clark, LLC

Jean-Alix Peralte
 171 W. Wing Street, Unit
 204B
 Arlington Heights, IL
 60005-0000

County: Cook

Email: jean-alix.peralte@peralte-clark.com

Phone: 847-485-8069

Fax: 847-485-8069

Categories: Construction, Professional

NAICS

541330 - Civil engineering services

541330 - Construction engineering services

541330 - Engineering services

Speciality

541330-Civil engineering services

Construction engineering services

Engineering services
 Engineering design services
 Engineering consulting services

📌 View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) ✕
from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>)

Unified Certification Program - Search

Contractor Details

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

Print

Material Service

Email: chamano@mstli.com

Testing, Inc.

Phone: 312-846-6246

Clayton Hamano
1327 W. Washington
Blvd., Ste.105
Chicago, IL 60607-0000

Fax: 847-787-0321

County: Cook

Categories: Architecture\Engineering, Professional

NAICS

541330 - Engineering
services
541380 - Testing
Laboratories

Speciality

541330 - Geo-Technical,
Construction Inspection,
Quality Control and
Assurance
541380 - Construction
Material Field and
Laboratory Testing

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from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>)

Unified Certification Program - Search

Contractor Details

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

Print

J.A. Watts Inc.

Julie Watts

940 W ADAMS ST STE

400

CHICAGO, IL 60607-

3753

County: Cook

Email: ccarter@jwincorporated.com

Phone: 773-844-3537

Fax: 773-844-3537

Categories: Construction, Professional

NAICS	Speciality
236210 - Construction management, industrial building (except warehouses)	NAICS 236210 Construction management, industrial building (except warehouses) NAICS 236220
236220 - Construction management, commercial and institutional building	Construction management, commercial and institutional building NAICS 237310
237310 - Construction management, highway, road, street and bridge	Construction management, highway, road, street and bridge NAICS 237990
237990 - Construction management, mass transit	Construction management, mass transit NAICS 541330
237990 - Other Heavy and Civil Engineering Construction	Engineering services NAICS 541611 Administrative and General management Consulting Services NAICS
541330 - Engineering services	561720 Janitorial Services
541611 - Administrative Management and General Management Consulting Services	
541990 - All Other Professional, Scientific, and Technical Services	
561720 - Janitorial services	

➕ View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) ✕
from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>)

Unified Certification Program - Search

Contractor Details

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

Print

Atlas Engineering Group, Ltd.

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

County: Cook

Email: nhomedi@aegroupltd.com

Phone: (847) 753-8020

Fax: (847) 753-8023

Categories: Architecture\Engineering, Construction

NAICS	Speciality
237310-Highway, Street, & Bridge Construction	237310- CONSTRUCTION MANAGEMENT
541330-Engineering Services	541330- ROADS AND STREETS WATERWAYS: COMPLEX STUDIES: PUMP STATIONS
541370-Surveying & Mapping (except Geophysical) Serv.	HIGHWAY STRUCTURE: TYPICAL STRUCTURES: RAILROAD HIGHWAY STRUCTURE: SIMPLE REHABILITATION WATERWAYS: TYPICAL STUDIES: TRAFFIC LOCATION DRAINAGE FREEWAYS RAILWAY ENGINEERING TRAFFIC SIGNALS SPEC. SERVS.: CONSTRUCTION INSPECTION AERONAUTICS: DESIGN RECONSTRUCTION/MAJOR REHABILITATION 541370- SURVEYING

📌 View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) ✕
from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>)

Unified Certification Program - Search

Contractor Details

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

Print

Ark Engineering Associates, LTD.

Kaleem Shaikh
6256 N. Hoyne Ave., Ste.
D
Chicago, IL 60659

County: Cook

Email: kshaikh@arkengineeringassociates.com

Phone: (847) 284-8538

Fax: (773) 628-7895

Categories: Architecture\Engineering, Construction

NAICS

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

Speciality

237310- CONSTRUCTION
MANAGEMENT
541330- ENGINEERING
SERVICES
SPEC. SERVS.:
CONSTRUCTION
INSPECTION

XHIBIT E - DBE

RT RING FOR GROWTH PROGRAM

FOR

ISA VANTAGED BUSINESS ENTERPRISES (DBEs)

PSB: 19-3 ITEM: #8

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
HR Green, Inc.	2363 Sequoia Drive Suite 101, Aurora, IL		ARK Engineering Associates, LTD	6256 North Hoyne #D, Chicago, IL 60659

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 M/WBE, 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) 5%
Scope:
Tollway Construction and Material Coordination Responsibilities

- 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.)** 6.00 %

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

ARK Engineering Associates (ARK) performed construction inspection services on their first Tollway project, Contract RR-13-4116, but desires to become more involved in the key aspects of a Tollway construction project. ARK's staff has the necessary material training certifications to fulfill the key role of Material Coordinator, but has never been provided the opportunity to learn this position. HR Green's Construction Manager will provide guidance in the Tollway's expectations from the daily project management of the Quality Assurance staff and material testing needs to the final close-out of material certifications.

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

HR Green will provide ARK Engineering Associates, LTD with the guidance of the daily tasks of a project Material Coordinator, specifically the managerial, leadership, and technical responsibilities required in this role to successfully oversee the material certification process for the Illinois Tollway.

The ultimate goal of this specific assistance is to provide ARK Engineering Associates the opportunity to learn the Material Coordinator position so that they can provide similar services on future Illinois Tollway and Illinois Department of Transportation projects and allow for continued growth of their staff and capabilities.

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-13-4105

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

Areas of Assistance:

Construction Management Requirements and Procedures

- B. Is the Prime consultant currently serving as a Mentor on a Tollway project? If yes, list Contract #(s): YES NO

RR-13-4116

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

Areas of Assistance:

Construction Management Requirements and Procedures

- 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

Date

Contract #

Description of Scope

<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>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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.

N/A

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)

12/10/19

(Date)



SIGNATURE (Protégé Representative)

12/10/19

(Date)

EXHIBIT E - VOSB

PARTNERING FOR GROWTH PROGRAM

FOR

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

PSB: 19-3 ITEM: 8

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
HR Green, Inc	2363 Sequoia Drive, Suite 101 Aurora, Illinois 60506		Orion Engineers, LLC	328 S. Jefferson; #950 Chicago, Illinois 60661

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) 4 %

Scope:

Tollway Construction Management and Assistant RE Responsibilities

- Work not applicable to prequalification category(ies) 0 %

Scope:

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

2. In area(s) not being mentored: 1%
- Work the Protégé will self-perform
- Note: Protégé participation in this area is optional*
3. **Total participation by the Protégé (Sum of 1. and 2.)** 5%

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

Orion Engineers, LLC has performed construction inspection services on numerous Illinois Tollway projects, but have a desire to provide career growth for their staff in more prominent roles (Assistant Resident Engineer) on major Tollway and IDOT infrastructure projects.

HR Green's Construction Manager and Assistant Resident Engineer will provide guidance in the Tollway's expectations and procedures.

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

HR Green's Assistant Resident Engineer will provide guidance and mentoring in all aspects of the Assistant Resident Engineer duties including but not limited to: Daily team assignments, submittal and RFI reviews/approvals, PCL Communication duties, monthly status reporting (MSR's) and general management of the overall aspects of a major construction project.

The goal at the conclusion of this partnership is to provide Orion Engineers, LLC with an individual that can serve as the Assistant Resident Engineer and/or Resident Engineer on future Illinois Tollway projects.

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-13-4105

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

Areas of Assistance:

Construction Management and Procedures

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

YES NO

RR-13-4116

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

Areas of Assistance:

Construction Management and Procedures

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>
9/26/2019	I-17-4681R	Construction Management (Teamed with Wight & Co.)
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
I-15-4659	\$65,000	Wight & Co.	Construction Inspection
RR-16-4255	\$46,300	Primera	Barrier Warrant Analysis
RR-16-4250	\$300,000	H.W. Lochner	Tollway Business Procedures

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-17-4304	\$150,213	Epstein	Structures (Highway: Typical)

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>

- 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.

N/A

V. STATEMENT OF COMMITMENT

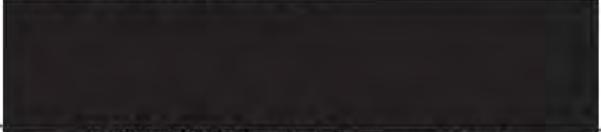
The purpose of this statement is to confirm a commitment between the Mentor and Protégé, that upon notice of selection from the Illinois Tollway for this PSB Item, a formal Partnering for Growth Agreement for VOSBs will be prepared in accordance with the current guidelines of the Tollway's Partnering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

12/16/2019

(Date)


SIGNATURE (Protégé Representative)

12/13/19

(Date)



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	57210451
Entity Name	HR GREEN, INC.
Status	ACTIVE

Entity Information
Entity Type CORPORATION
Type of Corp FOREIGN BCA
Qualification Date (Foreign) Friday, 5 March 1993
State IOWA
Duration Date PERPETUAL

Agent Information

Name ILLINOIS CORPORATION SERVICE C
Address 801 ADLAI STEVENSON DRIVE SPRINGFIELD , IL 62703
Change Date Tuesday, 14 February 2012

Annual Report
Filing Date Thursday, 12 September 2019
For Year 2019

Officers
President Name & Address JASON J POPPEN 11011 RICHMOND AVE #200 HOUSTON TX 77042
Secretary Name & Address RICHARD L WHITE 8710 EARHART LANE SW CEDAR RAPIDS IA 52404

Assumed Name
ACTIVE HOWARD R. GREEN COMPANY

Old Corp Name
12/17/2010

HOWARD R. GREEN COMPANY

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

This information was printed from www.cyberdriveillinois.com, the official website of the Illinois Secretary of State's Office.

Thu Apr 23 2020

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:51 04/23/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/23/20 AT 15:01 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

HR Green, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:51 04/23/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/23/20 AT 15:08 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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Alfred Benesch & Company

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:51 04/23/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/23/20 AT 15:05 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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J.A. Watts, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:51 04/23/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/23/20 AT 15:05 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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Material Service Testing, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:51 04/23/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/23/20 AT 15:06 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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Orion Engineers, LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:51 04/23/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/23/20 AT 15:07 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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Peralte-Clark, LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:51 04/23/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/23/20 AT 15:07 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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Pinpoint Precision LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:51 04/23/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/23/20 AT 15:09 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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TranSystems Corporation

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:51 04/23/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/23/20 AT 15:03 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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ARK Engineering Associates, Ltd.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:51 04/23/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/23/20 AT 15:04 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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Atlas Engineering Group, Ltd.

CONSTRUCTION MANAGER AGREEMENT

The Board of Directors, on the 30th day of **April, 2020**, 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 **HR GREEN, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSTRUCTION MANAGER".

W I T N E S S E T H:

WHEREAS, the CONSTRUCTION MANAGER has submitted a proposal dated **March 25, 2020**, to provide construction management services for Contract No. **I-19-4478** for **Tri-State Tollway, Roadway Reconstruction & Widening, St. Charles Rd. (M.P. 32) to North Ave./Lake St. (M.P. 33)**; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 19-3, Item 8**, staffed with professional licensed engineers, experienced and well able to perform the construction section engineering services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The CONSTRUCTION MANAGER shall perform all construction management services for Contract No. **I-19-4478** for **Tri-State Tollway, Roadway Reconstruction & Widening, St. Charles Rd. (M.P. 32) to North Ave./Lake St. (M.P. 33)** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the CONSTRUCTION MANAGER of **March 25, 2020**, 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 CONSTRUCTION MANAGER shall be performed according to the professional standards and in accordance with the Construction Manager's Manual in effect at the date of contract execution, and as revised thereafter.

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

ARTICLE II

Time of Performance

Upon receipt of a Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or May 1, 2020** and ending **December 31, 2024**, in accordance with the schedule included in the attached proposal.

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

ARTICLE III

Compensation

The CONSTRUCTION MANAGER shall perform all construction management services as required herein, and the TOLLWAY shall pay the CONSTRUCTION MANAGER as compensation therefor, the CONSTRUCTION MANAGER'S actual payroll costs times a multiplier of **2.8000**, and reimbursement of certain direct expenses (as each of these amounts are shown in Exhibit "1"), with an upper limit of compensation of **Fifteen Million, Five Hundred Thousand Dollars and No Cents (\$15,500,000.00)**. If, in the opinion of the CONSTRUCTION MANAGER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the CONSTRUCTION MANAGER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior approval of the Chief Engineering Officer. The CONSTRUCTION MANAGER must 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 XVIII.

ARTICLE IV

Compliance with State and Other Laws

The CONSTRUCTION MANAGER specifically agrees that in the performance of the services herein enumerated, the CONSTRUCTION MANAGER, its associates, subcontractors, agents and employees will comply with any and all 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. **HR Green, Inc.**, consents to the exclusive jurisdiction and venue of the courts located in DuPage County, State of Illinois.

Confidentiality

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

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

ARTICLE V

Responsibility for Injuries and Damages

The CONSTRUCTION MANAGER shall be responsible for all injuries to persons and damages to property due to the activities of the CONSTRUCTION MANAGER, its associates, agents or employees, in connection with an error, omission, intentional, willful, wanton, or negligent act(s), and shall be responsible for all parts of its services, both temporary and permanent, relating to the performance of any services under this Agreement or in connection therewith. It is expressly understood that the CONSTRUCTION MANAGER shall indemnify and save harmless the TOLLWAY, its Directors and the employees of the TOLLWAY from claims, suits, actions, damages and costs arising from, growing out of, an error, omission, intentional, willful, wanton or negligent act(s) of the CONSTRUCTION MANAGER under this Agreement, to the maximum extent permitted by law, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided. Nothing herein

contained shall be construed as prohibiting the TOLLWAY, its Directors or the employees of the TOLLWAY from defending any actions and suits brought against them or any of them or from employing their own counsel in defense of all such actions and suits. It is understood and agreed that the CONSTRUCTION MANAGER is an independent contractor and as such is solely responsible for any and all of its activities hereunder.

ARTICLE VI

Insurance

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

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

- a. Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the CONSTRUCTION MANAGER's employees acting within the course and scope of their employment.
- b. Commercial General Liability Insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 10/03 or equivalent, covering premises operations, independent contractors, blanket contractual liability, and personal injury with minimum limits of \$1,000,000.00 (One Millions Dollars) each occurrence and \$2,000,000.00 (Two Million Dollars) annual general aggregate.

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

- c. Automobile Liability Insurance covering any auto, including owned, hired and non-owned autos, with a minimum limit of \$1,000,000.00 (One million Dollars) each occurrence, combined single limit.
- d. Excess / Umbrella Liability Insurance providing excess coverage over commercial general liability, automobile liability and employer's

liability with a minimum limit of \$2,000,000.00 (Two Million Dollars) per occurrence and in aggregate.

- e. Engineering Professional Errors and Omissions Liability providing coverage for claims, damages, losses or expenses arising out of or resulting from the performance of Professional Services contemplated in this contract. Limits of liability shall be a minimum of \$2,000,000 (Two Million Dollars) per occurrence and in aggregate. 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 Statute.

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

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

ARTICLE VII

Ownership of Documents

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

ARTICLE VIII
Financial Statement

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

ARTICLE IX
Successors and Assigns

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

ARTICLE X
Subcontractors

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

ARTICLE XI
Suspension

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

ARTICLE XII
Termination

A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the CONSTRUCTION MANAGER. Upon termination and within ten (10) days of said termination, the CONSTRUCTION MANAGER shall prepare a detailed Progress Report, including information as to all the work performed by the CONSTRUCTION MANAGER and the status of the work as of the date of the termination, and provide any and all other information and documents developed under the terms of this Agreement as requested by the Chief Engineering Officer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of the work required to be performed under this Agreement that has been completed by the CONSTRUCTION MANAGER. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall, within ten (10) days after the date of termination, furnish to the TOLLWAY marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications to date indicated thereon, in accordance with the requirements of the Construction Manager's Manual 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 CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall prepare a Final Progress Report on completion of the additional services. The TOLLWAY will review the Final Progress Report and determine the percentage of completed services performed under the Agreement by the CONSTRUCTION MANAGER.

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

- a. Actual payroll cost for work 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 work 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 work 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 CONSTRUCTION MANAGER fails to meet any of its contractual obligations as set forth in this Agreement due to any of the herein stated conditions for termination for cause, then the TOLLWAY, at its option, may consider the

Agreement as cancelled effective upon the delivery of written Notice of Termination for Cause to the CONSTRUCTION MANAGER, and 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, secure services from any other available source and any difference in cost shall be charged back to the CONSTRUCTION MANAGER, or at the option of the TOLLWAY, shall require the CONSTRUCTION MANAGER to promptly pay for or reimburse the TOLLWAY for any such difference in cost, or the TOLLWAY may deduct any such cost from any payments due or to become due the CONSTRUCTION MANAGER. In addition to any difference in cost for services incurred by the TOLLWAY, the CONSTRUCTION MANAGER shall reimburse the TOLLWAY for any costs, fees or expenses, including administrative, engineering and legal expenses incurred by the TOLLWAY due to the failure of the CONSTRUCTION MANAGER to meet such obligations. The foregoing costs, fees and expenses, may, at the direction of the TOLLWAY, be deducted from any sums remaining due for services properly performed prior to the effective date of the cancellation and termination.

2. Conditions for termination for cause are as follows:

- a. If CONSTRUCTION MANAGER becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law established for the relief of debtors;
- b. If a receiver, trustee or liquidator of any of the property or income of CONSTRUCTION MANAGER shall be appointed;
- c. If CONSTRUCTION MANAGER shall fail to perform the scope of services, or any part thereof, with the diligence necessary to continue progress and complete the scope of services as prescribed by the time schedule and shall fail to take such steps as directed by the TOLLWAY to remedy delays within five (5) days after written notice thereof from TOLLWAY;
- d. If CONSTRUCTION MANAGER shall violate any of the terms, provisions, conditions, covenants, or Certifications contained in this Agreement and shall fail to take such steps as directed by the TOLLWAY to remedy such default within five (5) days after written notice thereof from TOLLWAY.

3. Upon termination for cause and within ten (10) days of such notice, the CONSTRUCTION MANAGER shall prepare a detailed Progress Report, including information as to all the work performed by the CONSTRUCTION MANAGER and the status of the work as of the date of the termination, and provide any and all other information and documents requested by the Chief 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 CONSTRUCTION MANAGER. In the case of a dispute between the TOLLWAY and the CONSTRUCTION MANAGER, the decision of the Chief Engineering Officer shall be final. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall, within ten (10) days after the date of termination, furnish the TOLLWAY with marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications made up to the termination date indicated thereon, in accordance with the requirements of the Construction Manager's Manual in effect at the date of contract execution, and as revised thereafter.

4. The total compensation due to the CONSTRUCTION MANAGER, in the event of Termination for Cause shall be the following, less all previous payments to the CONSTRUCTION MANAGER, and expenses and costs of the TOLLWAY, and any credits or set-offs due to the TOLLWAY.

- a. Actual payroll cost for authorized work 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 XIII

Solicitations

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

ARTICLE XIV

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the CONSTRUCTION MANAGER at **HR Green, Inc., 8710 Earhart Lane SW, Cedar Rapids, Iowa 52404-**

8947, 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 XV

Record Retention and Audit

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

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

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

Any audit adjustment will be submitted on a final invoice for any underpayment or overpayment to the CONSTRUCTION MANAGER or its subcontractors. The

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

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

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

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

ARTICLE XVI

Quality Assurance and Quality Control (QA/QC) Plan

The CONSTRUCTION MANAGER'S QA/QC PLAN for this PROJECT must be presented by the CONSTRUCTION MANAGER fourteen (14) days after receiving the signed contract. After acceptance by the TOLLWAY, the CONSTRUCTION MANAGER must adhere to this QA/QC Plan and will be required to periodically confirm, in writing, that they have complied with the approved plan. The statement of compliance must be submitted to the TOLLWAY Project Manager with each monthly progress report.

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

ARTICLE XVII

Miscellaneous

This Agreement, when executed by the CONSTRUCTION MANAGER, shall be an offer by the CONSTRUCTION MANAGER to the TOLLWAY and shall not be construed as an offer by the TOLLWAY to the CONSTRUCTION MANAGER. All agreements are subject to the statutes, rules, regulations and policies governing the TOLLWAY and are

expressly subject to the approval of the TOLLWAY's Board of Directors, the Procurement Policy Board, the Chief Procurement Officer for General Services, and the Attorney General of the State of Illinois.

ARTICLE XVIII

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 XIX

Engineer Selection Process

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

ARTICLE XX

Report of a Change in Circumstances

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

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

or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

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

ARTICLE XXI

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-19-4478 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

HR GREEN, INC.

By [Redacted] 05/26/2020
Chairman/CEO - Signature Date
Willard S. Evans, Jr.

[Redacted] May 1, 2020
Chief Executive Officer Date

Jason J. Poppen
Printed Name as Signed Above

APPROVED:
[Redacted] 05/26/2020
Executive Director - Signature Date
Jose Alvarez

APPROVED:
[Redacted] 05/26/2020
Chief Financial Officer - Signature Date
Cathy R. Williams

APPROVED:
[Redacted] 05/22/2020
General Counsel - Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality
[Redacted] 05/22/2020
Attorney General, State of Illinois - Signature Date

CONSTRUCTION MANAGER PROPOSAL

FOR CONTRACT NUMBER I-19-4478

This proposal, dated March 25, 2020, is submitted by HR Green, Inc of Cedar Rapids, IA for Construction Manager's Service.

DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract I-19-4478 for which we propose to provide Construction Manager Services is Tri-State Tollway, Roadway Reconstruction and Widening, St. Charles Rd. (M.P. 32) to North Ave./Lake St. (M.P. 33), in Cook County (Counties), Illinois.

SCOPE OF CONSTRUCTION MANAGER SERVICES

Construction Manager Services following selection from PSB 19-3, Item 8 will be provided for all items of work included in the Contract Requirements for the above Construction Contract and will conform with the Illinois State Toll Highway Authority's *Construction Manager's Manual*, 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 the responsibility for administration of the referenced Construction Contract in accordance with the applicable Construction Manager's Manual; manage the work as required by the Contract Documents; responsible for all on-site and off-site material testing; document all activities pertaining to the execution of the work; prepare all reports, payment estimates and other required documents; submit a "Record Drawing" set of plans; submit all project records, documents and the project close-out records properly indexed and cross-referenced in a manner which can be easily reviewed by the TOLLWAY at the same time the final pay estimate is submitted; and carry out the policies of the TOLLWAY.

FEE PROPOSAL

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

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 CONSTRUCTION MANAGER, while 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 Consultant Rate Form (CRF) to be submitted by the CONSTRUCTION MANAGER at the start of the project. A revised Consultant Rate Form must be submitted when labor rates increase and when a newly hired employee is added to the TOLLWAY project.

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

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

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

REIMBURSABLE DIRECT COSTS - The Reimbursable Direct Costs Worksheet determines the total dollar amount of Direct costs for the project. See Exhibit D. The CONSTRUCTION MANAGER is responsible for managing the Direct Costs expended so the total Reimbursable Direct Cost amount is not exceeded. All Direct Costs presented for reimbursement must be included on the Allowable Direct Costs list made available in the Professional Service Bulletin (attached to Exhibit D). Direct Costs not identified on the Allowable Direct Costs list must be approved in writing by the Chief 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 CONSTRUCTION MANAGER will be in accordance with the State of Illinois Government Rate in effect on the date of this proposal (see Exhibit D).

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the CONSTRUCTION MANAGER, for all costs, shall be \$ 15,500,000.00 (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 Construction Management services for all items of work included in the Scope of Construction Manager Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the CONSTRUCTION MANAGER, Exhibits A-H (Cont.) must be submitted by the CONSTRUCTION MANAGER for TOLLWAY approval prior to commencement of the work.

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

This request shall include the following:

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

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

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

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

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

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

TERMS AND CONDITIONS - This document hereby incorporates by reference the "Contract" attached hereto and made a part hereof. The CONSTRUCTION MANAGER understands and agrees that it shall be bound by the terms and conditions contained in the attached Contract including but not limited to those items contained in the Article titled "Insurance". The CONSTRUCTION MANAGER shall provide a copy of Certificate of Insurance as Exhibit I. In the event there is a conflict between the terms of this proposal and the terms of the attached Contract the terms contained in the Contract shall control.

The CONSTRUCTION MANAGER also agrees that it shall be required to procure and maintain additional insurance, if any is listed below, under the same terms and conditions

specified in the Contract. Specialized project specific insurance, namely Railroad Protective Liability insurance, may be considered for reimbursement as a direct cost.

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

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

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

THIS PROPOSAL FOR CONSTRUCTION MANAGER SERVICES FOR

CONTRACT I-19-4478

SUBMITTED BY:

FIRM NAME: HR Green, Inc.

ADDRESS: 8710 Earhart Lane SW

CITY, STATE &
ZIP CODE: Cedar Rapids, IA 52404-8947

TELEPHONE: 319-841-4000

FACSIMILE: 319-841-4012

SIGNED BY:



PRINTED NAME: Jason Poppen

TITLE: Chief Executive Officer

EXHIBIT G

Contract No. I-19-4478

HR Green, Inc.

CURRENT OBLIGATIONS FOR PROJECTS

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimate Date of Completion
PSB 17-3, 18 RR-13-4116	Reagan Memorial Tollway, Roadway Reconstruction, York Road Plaza (Mile Post 138.1) to I-290 (Mile Post 140.5)	\$6,152,280	\$107,594	06/01/2020
PSB 17-3, 01 I-17-4296	Tri-State Tollway Roadway Reconstruction MP 17.8 to 20.7 Design Engineering Services	\$576,000	\$59,853	12/31/2022
PSB 18-2, 08 I-16-4274	Reagan Memorial Tollway, Illinois Route 47 Interchange, M.P. 109.3. Construction Management Services.	\$211,000	\$29,887	06/01/2020
PSB 18-3, 02 I-18-4412	Tri-State Tollway (I-294), Bridge Reconstruction, Burlington Northern Santa Fe (BNSF) Railroad Bridge (M.P. 26.6). Construction Management Services.	\$2,349,000	\$1,979,177	12/31/2022
PSB 18-3, 10 I-18-4419	I-294 / I-57 Interchange, Southbound I-57 to Southbound I-294 Flyover, Collector Distributor (CD) Road Ramp and I-57 Widening of Mainline CSX Railroad Bridges, M.P. 6.8 to M.P. 7.7. Phase II Engineering services.	\$147,000	\$20,083	12/31/2020
PTB 154-030 D-93-015-10	IL 47 from IL 71 to Caton Farm Road, Phase I/II Project in Kendall County	\$700,000	\$700,000	3/31/2022
PTB 167-018 P-91-201-13 & D-91-201-13	US 30 from West of Dugan Road to East of IL 47, Phase I/II Project in Kane County	\$1,920,000	\$786,140	12/31/2021
PTB 174-007 D-91-101-15	Various Phase II Projects for Plan Preparation, Plan Review, and Surveying, Various Routes, Various Counties	\$1,500,000	\$150,000	12/31/2020
PTB 181-011 C-93-092-16	US 34 from East of Eldamain Road to Center Parkway in Yorkville, Phase III Project, Kendall County, Region Two / District Three	\$1,500,000	\$272,174	5/31/2020

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimate Date of Completion
PTB 188-001 D-91-291-18	Phase II Services for US 30 / IL 47 from Cross Street to South of the Galena Road.	\$4,169,273	\$4,169,273	3/31/2022
PTB 190-029 C-94-052-13	US 150 at the Illinois River, Phase III	\$4,236,750	\$3,898,134	12/31/2023
PTB 194-062	TR 93 from Cambria Road to County Line Road, Phase I/II Engineering Services	\$1,500,000	\$1,500,000	3/31/2025
PTB 173-017 C-91-003-15	Various Construction Inspection Projects for Various Expressways & Arterial Roadside Maintenance and Repair Projects, District One	\$200,000	\$150,000	8/31/2020
PTB 186-004 D-91-230-18	Various Phase II Traffic Signal Design Projects	\$30,000	\$22,000	4/30/2023
PTB 193-021 C-93-049-19	I-180 over the Illinois River, Phase III Project, Bureau County, Region Two, District Three	\$735,000	\$735,000	12/31/2022
PTB 194-027 P-93-021-20	Various Phase I/II Engineering Projects, Region Two, District Three	\$300,000	\$300,000	3/31/2025
PTB 194-028 V-93-001-20	Various Phase III Construction Inspection Projects, Region Two, District Three	\$900,000	\$900,000	12/31/2025
PTB 194-033 P-93-020-20	Various Phase I/II Engineering Projects, Region Two, District Three	\$300,000	\$300,000	3/31/2025



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-19-4478

CONTRACTOR/CONSULTANT NAME: HR Green, Inc.

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 **Minority Contractor Initiative:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.2 **Expenses:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 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 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:

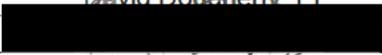
STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

HR Green, Inc.

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

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

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

Agreed: HR Green, Inc.	Agreed:
By: David Dougherty, PE	By:
Signed: 	Signed:
Position: President - Transportation	Position:
Date: March 6, 2020	Date:



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

Date: March 6, 2020 Project Number: I-19-4478

Project Name: Tri-State Tollway, Roadway Reconstruction and Widening, St. Charles Rd. (M.P. 32) to North Ave./Lake St. (M.P. 33), Construction Management Services

DELINQUENT DEBT REVIEW
CONTRACTOR/CONSULTANT

Sub-Contractor/Consultant Disclosure

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

If yes, you must identify below, to the extent the information is known, 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...

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...

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...

Contractor/Consultant: HR Green, Inc.

Federal Employment Identification Number (FEIN): [Redacted]

E-Mail: ddougherty@hrgreen.com

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

NOTE for Construction Contracts: List all known subcontractors including those identified in the Bid Package on DBE Form 2025 and VOSB Form 2025, and include any name listed in the "Under Contract To" section of these forms.

Table with 5 columns: Sub-Contractor(s)/Consultant(s), Sub-Contractor/Consultant FEIN, Address, General Type of Work, Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)

Signature: [Redacted]

Date: March 6, 2020

Printed Name: David Dougherty, PE

Sub-Contractor Attachment for Project Number: I-19-4478

Sub-Contractor(s)	Sub-Contractor FEIN	Address	General Type of Work	Anticipated Amount of Contract to be Paid (to extent known)
ARK Engineering Associates, Ltd.		6256 N. Hoyne Ave., Ste. D Chicago, IL 60659	Materials Coordinator	6%
Atlas Engineering Group, Ltd.		3100 Dundee Road, Ste. 502 Northbrook, IL 60062	Survey and Inspection	6%
JWI Incorporated, Inc.		10400 W. Higgins Rd, Ste. 701 Rosemont, IL 60018	Inspection	6%
Material Service Testing, Inc.		2463 Delta Lane Elk Grove Village, IL 60007	Material Testing	3%
Orion Engineers LLC		328 S. Jefferson St., Ste. 950 Chicago, IL 60661	Inspection	5%
Peralte-Clark, LLC		171 W Wing Street, Ste. 204B Arlington Heights, IL 60005	Inspection	6%
Pinpoint Precision LLC		1016 West Jackson Blvd Chicago, IL 60607	Inspection	6%
TranSystems Corporation		1475 East Woodfield Road, Ste. 600 Schaumburg, IL 60173	Assistant RE and Inspection	10%

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: N/A

Business Name: HR Green, Inc.

Taxpayer Identification Number:

Social Security Number: N/A

or

Employer Identification Number: 

Legal Status (check one):

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

Signature of Authorized Representa 

Date: March 6, 2020

**STATE OF ILLINOIS
FORMS A**

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

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

Vendor Name: HR Green, Inc.	Phone: 630.553.7560
Street Address: 2363 Sequoia Drive, Suite 101	Email: ddougherty@hrgreen.com
City, State Zip: Aurora, IL 60506	Vendor Contact: David Dougherty

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

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

OUTLINE

FORMS A

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

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

STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION

1.1. Name of Business (official name and DBA)

HR Green, Inc.

1.2. Business Headquarters (address, phone and fax)

8710 Earhart Lane SW, Cedar Rapids, IA 52404

319.841.4000

319.841.4012

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

Green Companies, Inc.

1.4. Billing Address

8710 Earhart Lane SW

Cedar Rapids, IA 52404-8947

1.5. Name of Chief Executive Officer

Jason J. Poppen

1.6. Company Web Site Address

www.hrgreen.com

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

Corporation

1.8. Length of time in business

Founded in 1913, Incorporated in 1967

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

\$70,549,756– FY2019

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

344 – FY2019

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

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

Yes

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

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

1.11.4. Disadvantaged (49 CFR 26) Yes

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

STATE OF ILLINOIS
ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

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

Name of Company (and DBA): HR Green, Inc.

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

IDHR Public Contracts Number: 118392-00 Expiration Date: 10/03/2023.

- 2.2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: [Click here to enter text..](#)
- 2.3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADM. CODE 750.210(a).
- 2.4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
- 2.5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
- 2.6. Offeror may obtain an application form by:
- 2.6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
- 2.6.2. Internet: You may download the form from the Department of Human Rights' website at <https://www.illinois.gov/dhr/PublicContracts/Pages/default.aspx> .
- 2.6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

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

3. A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity prior to submitting a bid, offer, or proposal. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43.

These requirements do not apply to construction contracts that are subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10. The prequalification requirements of Sections 30-20 and 33-10 shall include the requirement that the bidder be registered with the Illinois Secretary of State.

Prior to execution of the contract, the State may request evidence from a vendor that certifies it is authorized to transact business or conduct affairs in Illinois. Failure to produce evidence in a timely manner may be considered grounds for determining the Vendor non-responsive or not responsible. For information on registering to transact business or conduct affairs in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at (http://cyberdriveillinois.com/departments/business_services/home.html) or your home county clerk.

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

File Number 776-383-1

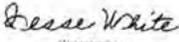


To all to whom these Presents Shall Come, Greeting:

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

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

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of JUNE A.D. 2011


Jesse White
SECRETARY OF STATE


SECRETARY OF STATE
JESSE WHITE
100 SOUTH DEARBORN STREET, CHICAGO, ILLINOIS 60604
TEL: 312.814.2600 FAX: 312.814.2601
WWW.STATE.GOV



To all to whom these Presents Shall Come, Greeting:

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

HR GREEN, INC., INCORPORATED IN IOWA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 05, 1993, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 18TH day of FEBRUARY A.D. 2020 .

Jesse White

SECRETARY OF STATE

STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

STATE OF ILLINOIS STANDARD CERTIFICATIONS

- 4.6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- 4.7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 4.8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 4.9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 4.10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
- 4.11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 4.12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 4.13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
- 4.14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.

STATE OF ILLINOIS STANDARD CERTIFICATIONS

- 4.15. Vendor certifies it is not in violation of the “Revolving Door” provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 4.16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 4.17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist’s costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500/50-38.
- 4.18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 4.19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency grants an exception. 30 ILCS 565.
- 4.20. Drug Free Workplace
- 4.20.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 4.20.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 4.21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 4.22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 4.23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 4.24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.
- 4.25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 4.26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

STATE OF ILLINOIS
STANDARD CERTIFICATIONS

- 4.27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 4.28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 4.29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
- 4.30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

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

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

or

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

- 4.31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
- 4.32. For contracts other than construction contracts subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10, a person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a bidder or offeror prior to submitting a bid, offer, or proposal. 30 ILCS 500/20-43. Vendor certifies that it is a legal entity as of the date for submitting this bid, offer, or proposal.
- 4.33. Vendor certifies that, for the duration of this contract it will:
- post its employment vacancies in Illinois and border states on the Department of Employment Security’s IllinoisJobLink.com website or its successor system; or
 - will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website it successor system; or
 - is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

**STATE OF ILLINOIS
STATE BOARD OF ELECTIONS**

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

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

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



Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 14941

HR Green, Inc.

8710 Earhart Lane SW

Cedar Rapids IA 52404

Information for this business last updated on:

Monday, August 26, 2019

Certificate produced on Thursday, February 13, 2020 at 8:13 AM



STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

6. In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, will include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:
- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
 - the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

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

[Click here to enter text.](#)

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

This disclosure is submitted for:

- Vendor
- Vendor’s Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000 (annual value)
- Subcontractor’s Parent Entity(ies) (100% ownership) > \$50,000 (annual value)

Project Name	Tri-State, Roadway Reconstruction and Widening, St. Charles to North Ave/Lake St.
Illinois Procurement Bulletin Number	PSB 19-3, Item 8
Contract Number	I-19-4478
Vendor Name	HR Green, Inc.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	HR Green, Inc.
Disclosing Entity’s Parent Entity	Green Companies, Inc.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

Option 1 – Publicly Traded Entities

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

OR

- 1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

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

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Green Companies, Inc.	8710 Earhart Lane SW Cedar Rapids, IA 52404	100	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Green Companies, Inc.	8710 Earhart Lane SW Cedar Rapids, IA 52404	100	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

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

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

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

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

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

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

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

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

STEP 7

**POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

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

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

Please provide the name of the person or entity for which responses are provided: Responses are provided for HR Green, Inc.

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

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

STEP 8

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

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

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

Yes No. See Attachment 1: HR Green Current and Pending Contracts – STEP 8

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
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FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Click here to enter text.				
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Please explain the procurement relationship: Vendor/Subcontractor

STEP 9 SIGN THE DISCLOSURE

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

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: HR Green, Inc.

Signat



Date: March 6, 2020

Printed Name: David Dougherty, P.E.

Title: President - Transportation

Phone Number: 630.553.7560

Email Address: ddougherty@hrgreen.com

ATTACHMENT 1
HR Green Current and Pending Contracts – STEP 8

Agency	Project Title	Status	Value	Contract Reference/ P.O./Illinois Procurement Bulletin #
Contracts Listed Below are With Illinois Tollway (All HR Green as Prime Unless Stated Otherwise)				
Illinois Tollway	Reagan Memorial Tollway, Roadway Reconstruction, York Road Plaza (Mile Post 138.1) to I-290 (Mile Post 140.5)	Under Contract	\$6,152,280	PSB 17-3, Item 18 Contract # RR-13-4116
Illinois Tollway	Tri-State Tollway Roadway Reconstruction MP 17.8 to 20.7 Design Engineering Services	Under Contract <i>Subconsultant to HDR Engineering, Inc.</i>	\$576,000	PSB 17-3, Item 1 Contract # I-17-4296
Illinois Tollway	Reagan Memorial Tollway, Illinois Route 47 Interchange, M.P. 109.3. Construction Management Services.	Under Contract <i>Subconsultant to ICE</i>	\$211,000	PSB 18-2, Item 8 Contract # I-16-4274
Illinois Tollway	Tri-State Tollway (I-294), Bridge Reconstruction, Burlington Northern Santa Fe (BNSF) Railroad Bridge (M.P. 26.6). Construction Management Services.	Under Contract <i>Teaming Agreement with TranSystems (Lead)</i>	\$2,349,000	PSB 18-3, Item 2 Contract # I-18-4412
Illinois Tollway	I-294 / I-57 Interchange, Southbound I-57 to Southbound I-294 Flyover, Collector Distributor (CD) Road Ramp and I-57 Widening of Mainline CSX Railroad Bridges, M.P. 6.8 to M.P. 7.7. Phase II Engineering services.	Under Contract <i>Subconsultant to T. Y. Lin</i>	\$147,000	PSB 18-3, Item 10 Contract # I-18-4419
Contracts Listed Below are With IDOT (HR Green as Prime)				
Illinois Department of Transportation District 3	Job No. D-93-015-10 IL 47 from IL 71 to Caton Farm Road, Phase I/II Project in Kendall County	In Negotiations	\$700,000	PTB 154-030
Illinois Department of Transportation District 1	Job No. P-91-201-13 & D-91-201-13 US 30 from West of Dugan Road to East of IL 47, Phase I/II Project in Kane County	Under Contract	\$1,920,000	PTB 167-018
Illinois Department of Transportation District 1	Job No. D-91-101-15 Various Phase II Projects for Plan Preparation, Plan Review, and Surveying, Various Routes, Various Counties	Under Contract	\$1,500,000	PTB 174-007
Illinois Department of Transportation District 3	Job No. C-93-092-16 US 34 from East of Eldamain Road to Center Parkway in Yorkville, Phase III Project, Kendall County, Region Two / District Three	Under Contract	\$1,500,000	PTB 181-011
Illinois Department of Transportation District 1	Job No. D-91-291-18, Phase II Services for US 30 / IL 47 from Cross Street to South of the Galena Road.	In Negotiations	\$4,169,273	PTB 188-001

ATTACHMENT 1
HR Green Current and Pending Contracts – STEP 8

Agency	Project Title	Status	Value	Contract Reference/ P.O./Illinois Procurement Bulletin #
Illinois Department of Transportation District 4	Job No. C-94-052-13, US 150 at the Illinois River, Phase III	Under Contract <i>Teaming Agreement with Michael Baker International, Inc. (Lead)</i>	\$3,100,000	PTB 190-029
Illinois Department of Transportation District 9	TR 93 from Cambria Road to County Line Road, Phase I/II Engineering Services	In Negotiations	\$1,500,000	PTB 194-062
Contracts Listed Below are With IDOT (HR Green as Subconsultant)				
Illinois Department of Transportation District 1	Job No. C-91-003-15 Various Construction Inspection Projects for Various Expressways & Arterial Roadside Maintenance and Repair Projects	Under Contract	\$200,000	PTB 173-017
Illinois Department of Transportation District 1	Job No. D-91-230-18, Various Phase II Traffic Signal Design Projects	Under Contract	\$30,000	PTB 186-004
Illinois Department of Transportation District 3	Job No. C-93-049-19, I-180 over the Illinois River, Phase III Project, Bureau County, Region Two, District Three	In Negotiations <i>Subconsultant to ICE</i>	\$735,000	PTB 193-021
Illinois Department of Transportation District 3	Job No. P-93-021-20, Various Phase I/II Engineering Projects, Region Two, District Three	In Negotiations <i>Subconsultant to EFK Moen</i>	\$300,000	PTB 194-027
Illinois Department of Transportation District 3	Job No. V-93-001-20, Various Phase I/II Construction Inspection Projects, Region Two, District Three	In Negotiations <i>Subconsultant to Gonzalez</i>	\$900,000	PTB 194-028
Illinois Department of Transportation District 3	Job No. P-93-020-20, Various Phase I/II Engineering Projects, Region Two, District Three	In Negotiations <i>Subconsultant to EJM</i>	\$300,000	PTB 194-033

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

This disclosure is submitted for:

- Vendor
- Vendor’s Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000 (annual value)
- Subcontractor’s Parent Entity(ies) (100% ownership) > \$50,000 (annual value)

Project Name	Tri-State, Roadway Reconstruction and Widening, St. Charles to North Ave/Lake St.
Illinois Procurement Bulletin Number	PSB 19-3, Item 8
Contract Number	I-19-4478
Vendor Name	HR Green, Inc.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	Green Companies, Inc.
Disclosing Entity’s Parent Entity	Click here to enter text.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

Option 1 – Publicly Traded Entities

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

OR

- 1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

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

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

OPTION A – Ownership Share and Distributive Income

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

Check here if including an attachment with requested information in a format substantially similar to the format below. See Attachment 2 – Green Companies Inc Disclosure of Financial Interest.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
White, Richard L.	8710 Earhart Lane SW Cedar Rapids, IA 52404	7.28	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

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

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

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

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

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

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

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

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Responses provided are for each individual listed on Attachment 3.

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

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

Please provide the name of the person for which responses are provided: Responses provided are for each individual listed on Attachment 3.

11. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 7

POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

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

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

Please provide the name of the person or entity for which responses are provided: Responses provided are for Green Companies, Inc. and each individual listed on Attachment 3.

6. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
7. Within the previous ten years, have you had any professional licensure discipline? Yes No
8. Within the previous ten years, have you had any bankruptcies? Yes No
9. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
10. Within the previous ten years, have you had any criminal felony convictions? Yes No

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

STEP 8

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

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

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

Yes No.

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
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FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Click here to enter text.				
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Please explain the procurement relationship: [Click here to enter text.](#)

STEP 9 SIGN THE DISCLOSURE

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

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Green Companies, Inc.

Signat



Date: March 6, 2020

Printed Name: David Dougherty, P.E.

Title: Vice President

Phone Number: 630.553.7560

Email Address: ddougherty@hrgreen.com

ATTACHMENT 2

HR Green Disclosure of Financial Interest or Board of Directors

STEP 2 - Option A

Name	Address	Percentage of Ownership	\$ Value of Ownership
White, Richard L.	8710 Earhart Lane SW Cedar Rapids, IA 52404	7.27%	\$2,140,736
Byard, Michelle	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$1,395,734
Halverson, James E.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$1,380,388
Dougherty, David R.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$1,250,912
Rasmussen, James R.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$1,121,952
Poppen, Jason J.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$1,033,485
Marsh, Andrew E.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$1,001,374
Chaudhry, Mohammad Akram	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$943,342
Hartnett, Timothy J.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$810,514
Krall, Ronald	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$793,104
Halde, Michael J.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$729,914
Zahn, Dawn R.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$728,366
Picken, Heath	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$696,384
Sparks, Stephen A.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$665,434
Dohrmann, Jason S.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$664,144
Woodson, Stacy E.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$496,496
Johnson, Karl	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$475,347
Wentz, George A.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$421,570
Jain, Ajay	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$415,251
Kutchins, George	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$415,251
Hogan, Patrick	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$386,880
Stuepfert, Phil L.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$382,753
Harrington, Christopher P.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$376,950
Ward, Kevin R.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$348,192
Stadelmann, Teresa H.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$346,902

ATTACHMENT 2**HR Green Disclosure of Financial Interest or Board of Directors****STEP 2 - Option A**

Name	Address	Percentage of Ownership	\$ Value of Ownership
Swisher, Andrew	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$327,816
Reitz, David L.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$320,981
Kuchera, Joseph W.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$317,886
Hardie, Mark A.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$317,371
Maxwell, David F.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$314,920
Zelenok, David S.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$312,986
Destree, Todd J.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$272,492
Dufour, David A.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$255,083
Mrowicki, Andrew	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$252,375
Roth, Michael J.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$232,257
Barrett, Edward K.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$231,354
Toulouse, Alison R.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$220,651
Montelius, Elizabeth A.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$217,556
Jayaraman, Ravi S.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$217,427
Fischer, Mike	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$214,332
Choinka, John J.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$213,945
Creech, Thomas S.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$209,947
Hamilton, Theodore	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$203,886
Thoreen, Timothy	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$202,725
Loebe, Russ	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$200,017
Wildman, Matthew	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$197,696
Ward, Richard L.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$193,827
Marquardt, Scott	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$186,992
Huinker, Peter J.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$184,155
Shane, Daniel T.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$178,352

ATTACHMENT 2**HR Green Disclosure of Financial Interest or Board of Directors****STEP 2 - Option A**

Name	Address	Percentage of Ownership	\$ Value of Ownership
Pajl, Matthew J.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$177,320
Phipps, Gerald J.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$173,451
Hale, John	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$158,105
Bicking, Stephen	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$149,980
Mayne, James S.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$148,820
Lindell, Chris	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$128,960
Bello, Ayobamidele	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$121,222
Salo, Adam R.	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$114,388
Stark, Ralph	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$107,940
Urbina, Francisco	8710 Earhart Lane SW Cedar Rapids, IA 52404		\$107,811

ATTACHMENT 3

**HR Green Individuals STEP 4, STEP 5, and STEP 7
are in reference to:**

Name	Name
White, Richard L.	Zelenok, David S.
Byard, Michelle	Destree, Todd J.
Halverson, James E.	Dufour, David A.
Dougherty, David R.	Mrowicki, Andrew
Rasmussen, James R.	Roth, Michael J.
Poppen, Jason J.	Barrett, Edward K.
Marsh, Andrew E.	Toulouse, Alison R.
Chaudhry, Mohammad Akram	Montelius, Elizabeth A.
Hartnett, Timothy J.	Jayaraman, Ravi S.
Krall, Ronald	Fischer, Mike
Halde, Michael J.	Choinka, John J.
Zahn, Dawn R.	Creech, Thomas S.
Picken, Heath	Hamilton, Theodore
Sparks, Stephen A.	Thoreen, Timothy
Dohrmann, Jason S.	Loebe, Russ
Woodson, Stacy E.	Wildman, Matthew
Johnson, Karl	Ward, Richard L.
Wentz, George A.	Marquardt, Scott
Jain, Ajay	Huinker, Peter J.
Kutchins, George	Shane, Daniel T.
Hogan, Patrick	Pajl, Matthew J.
Stuepfert, Phil L.	Phipps, Gerald J.
Harrington, Christopher P.	Hale, John
Ward, Kevin R.	Bicking, Stephen
Stadelmann, Teresa H.	Mayne, James S.
Swisher, Andrew	Lindell, Chris
Reitz, David L.	Bello, Ayobamidele
Kuchera, Joseph W.	Salo, Adam R.
Hardie, Mark A.	Stark, Ralph
Maxwell, David F.	Urbina, Francisco



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/20/2020

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).

PRODUCER Holmes Murphy & Assoc - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401	1-800-300-0325	CONTACT NAME: Michelle Gruis PHONE (A/C No. Ext): 319-896-7715 E-MAIL ADDRESS: mgruis@holmesmurphy.com	FAX (A/C, No): 866-231-7822
INSURED HR Green, Inc. 420 N. Front Street Ste. 100 McHenry, IL 60050		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Company	NAIC # 16535
		INSURER B: Travelers Property Casualty Company of	25674
		INSURER C: XL SPECIALTY INS CO	37885
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 59060704

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO373096710	01/01/20	01/01/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP373096810	01/01/20	01/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP14N8656620	01/01/20	01/01/21	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC373096610	01/01/20	01/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Professional Liability (Claims Made Coverage)			DPR9952889	01/01/20	01/01/21	Per Claim 5,000,000 Aggregate 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract No. I-19-4478

Illinois State Toll Highway Authority is included as additional insured on General Liability and Automobile Liability on a primary and non-contributory basis as required by written contract with the named insured, per policy terms and conditions.

CERTIFICATE HOLDER

Illinois State Toll Highway Authority

2700 Ogden Ave.

Downers Grove, IL 60515

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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kbrewercr
59060704

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO3730967-10	01/01/2020	01/01/2021	01/01/2020	37-179-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: HR GREEN, INC.

Address (including ZIP Code):

8710 Earhart Lane SW
Cedar Rapids, IA 52404

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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 failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: GREEN COMPANIES, INC.</p> <p>Endorsement Effective Date:</p>
--

SCHEDULE

<p>Name Of Person(s) Or Organization(s): ANYONE REQUIRED BY WRITTEN CONTRACT, EXECUTED PRIOR TO THE LOSS, TO BE NAMED AS ADDITIONAL INSURED.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Contract Information Sheet

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

Consultant Name: HR Green, Inc.

Contract Number: I-19-4478

Proposal Date: 3/25/2020

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-19-4478

Consultant: HR Green, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Andy Mrowicki

Project Manager: Andy Keyster

Project Engineer: _____

Resident Engineer: James Wieser

Documentation Engineer: Ana Carrasco

Project Civil Engineer: _____

Project Structural Engineer: Andy Underwager

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Jason Roitburd

Classification: Roadway Engineer

Name: _____

Classification: _____

Name: _____

Classification: _____

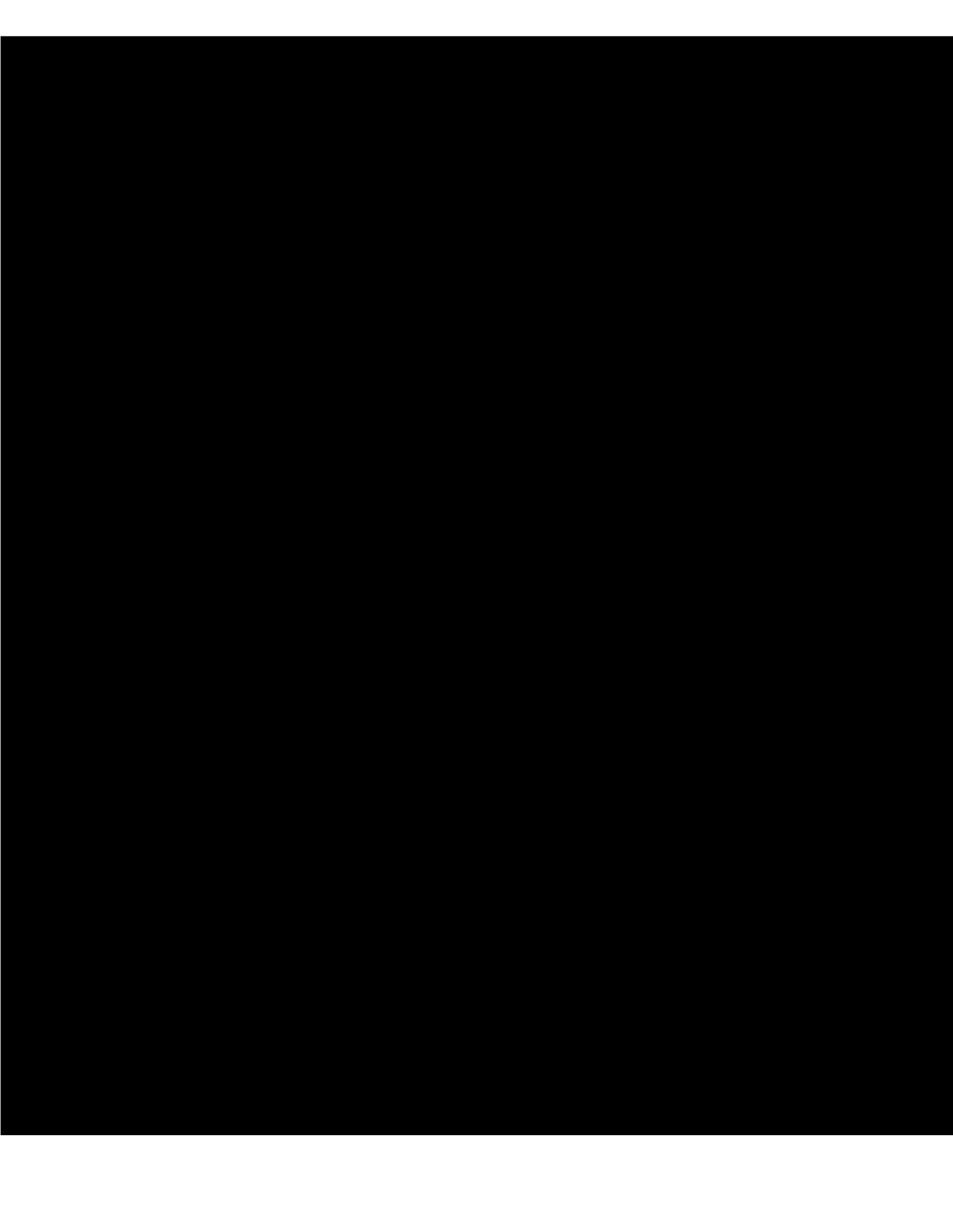
Name: _____

Classification: _____

Andy Keyster, PE

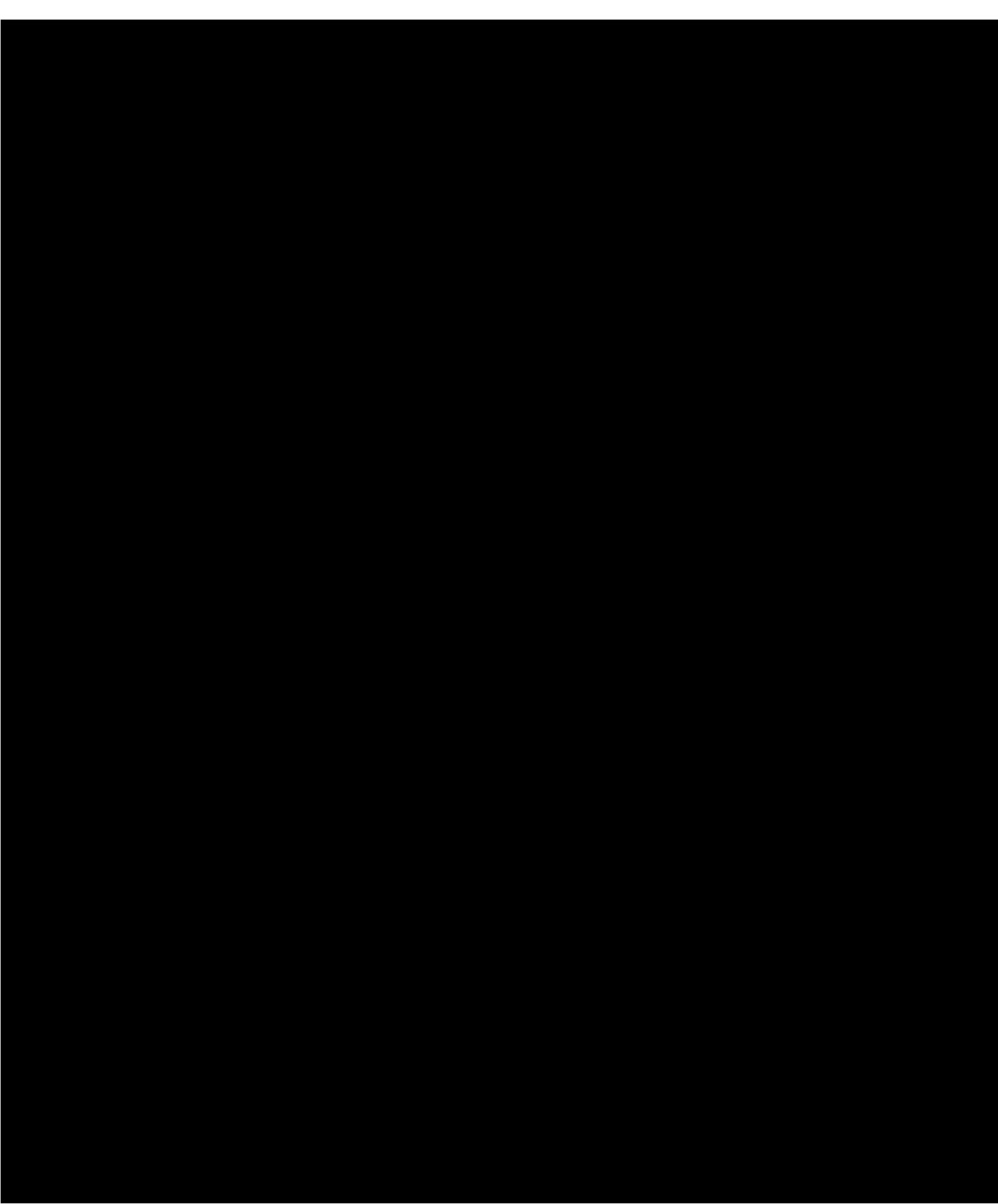
Project Manager





Jim Wieser, PE
Resident Engineer

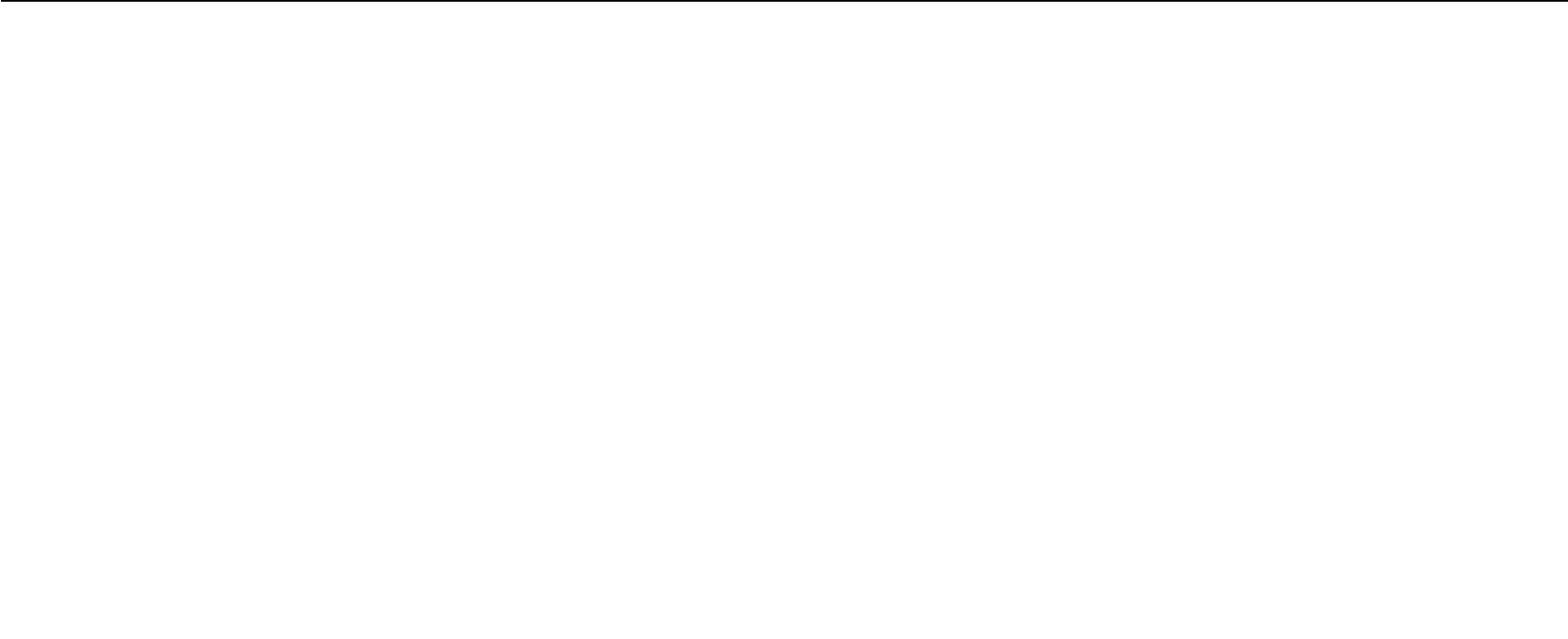
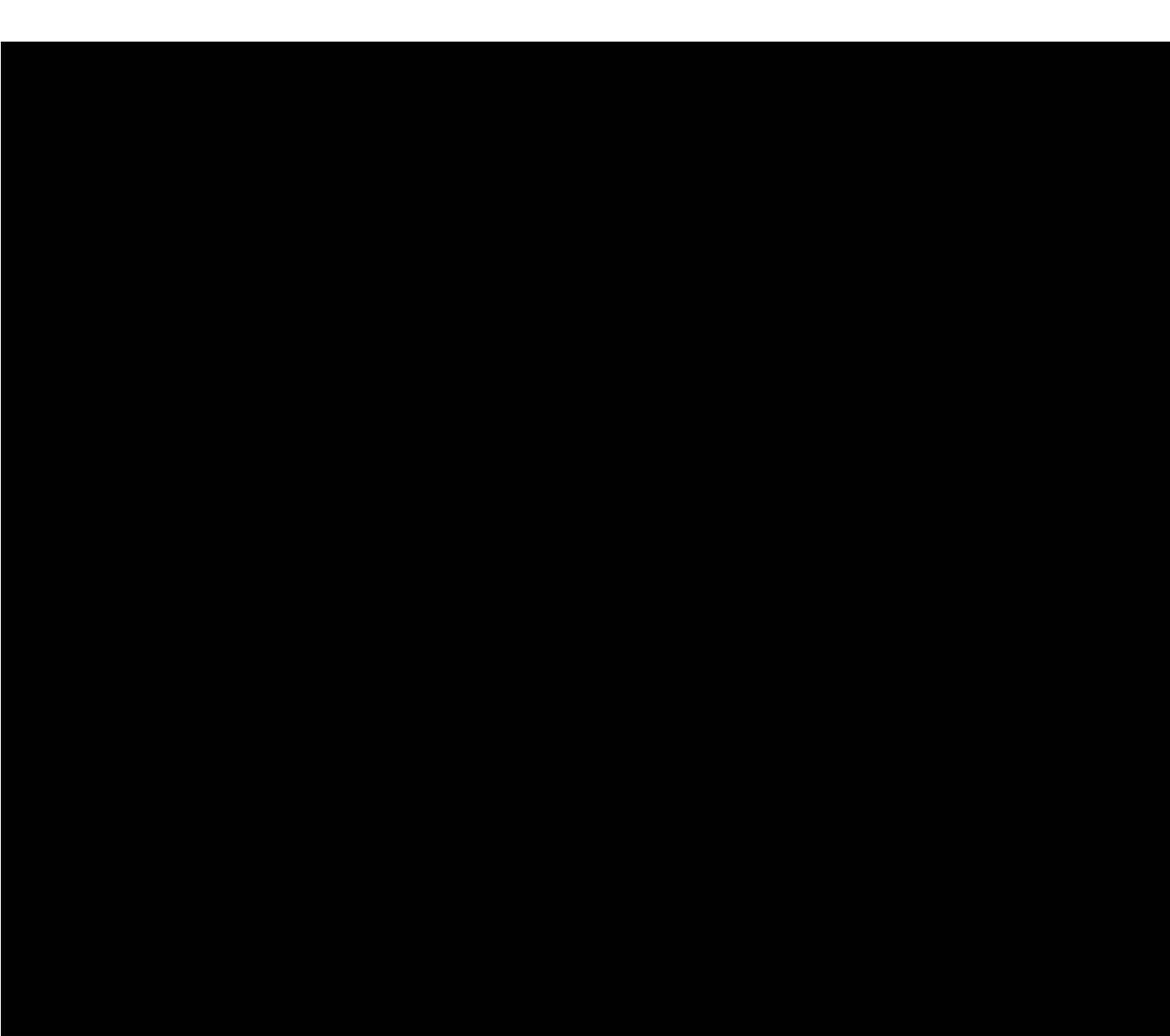




Ana Carrasco

Documentation Technician

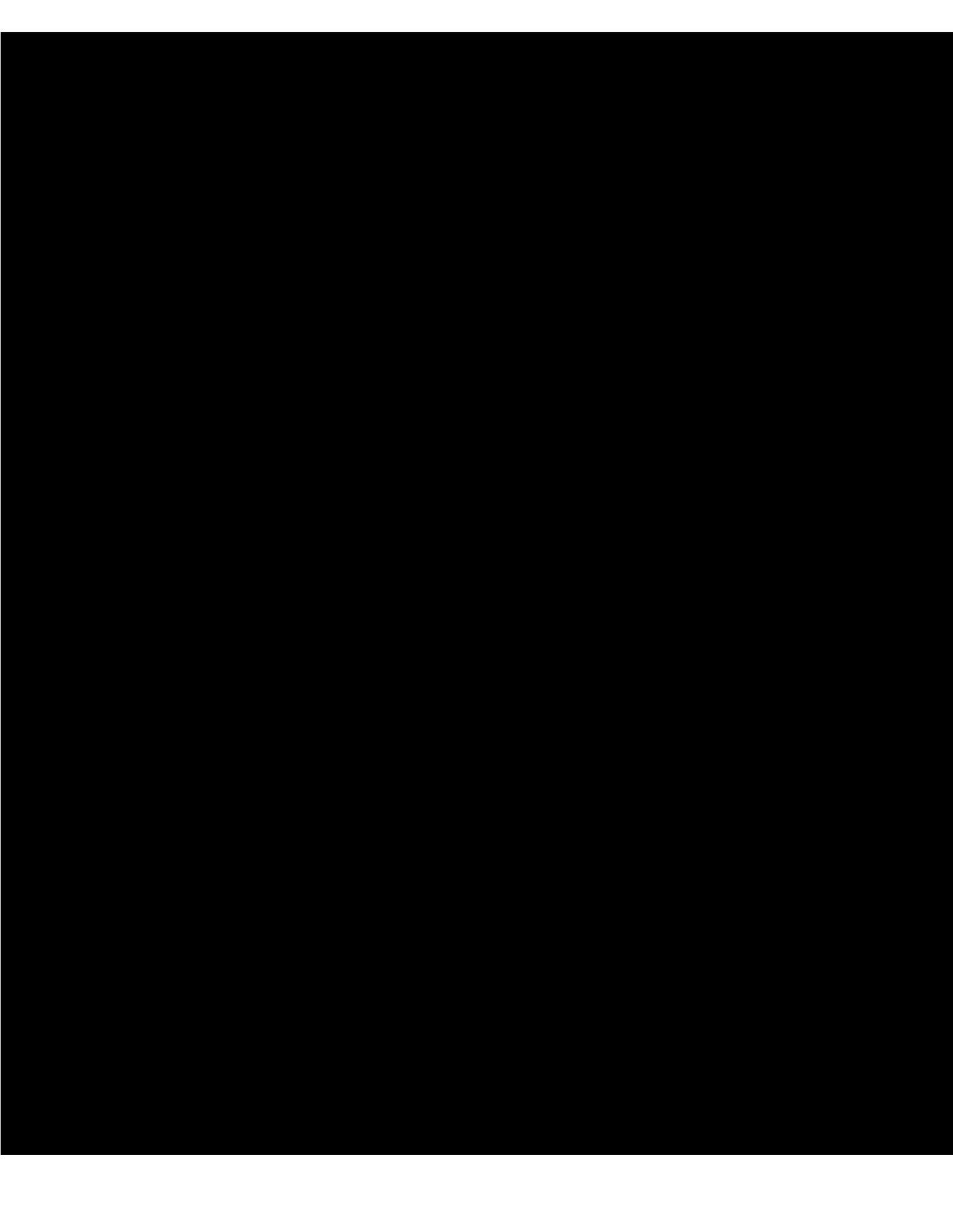




Andy Underwager, SE, PE

Structural Engineer

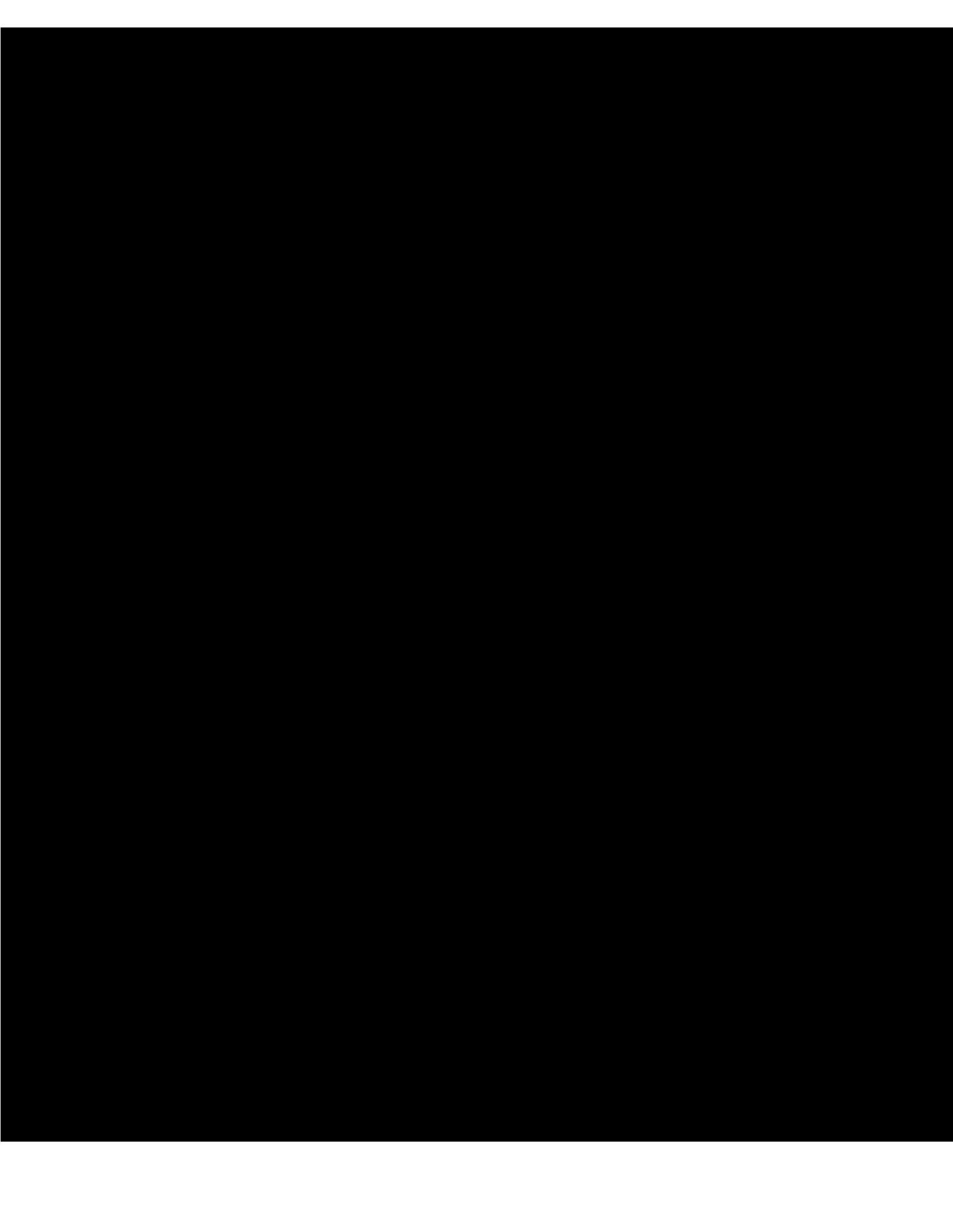




Jason Roitburd, PE

Roadway Engineer





Andy Mrowicki, PE

Project Principal



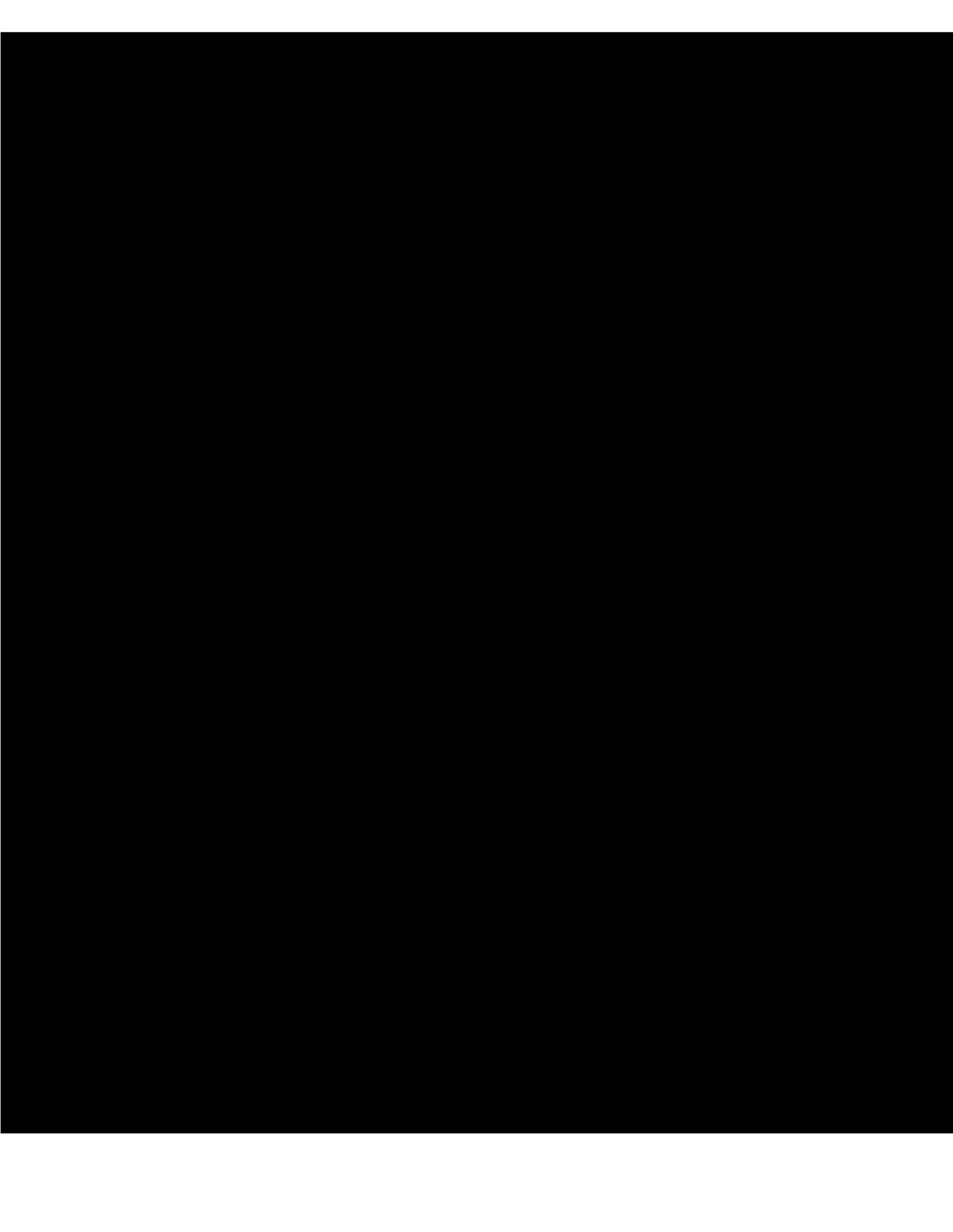


EXHIBIT F

Contract No. I-19-4478

HR Green, Inc.

SCOPE OF SERVICES

See Attached.

Exhibit F

Scope of Work

**Roadway Reconstruction and Widening
Tri-State Tollway (I-294)
St. Charles Road to North Avenue/Lake Street
(M.P. 32 to M.P. 33)**

Contract No. I-19-4478

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to perform Phase III engineering services for proposed the widening and reconstruction for the Central Tri-State Tollway between St. Charles Road and North Avenue/Lake Street (M.P. 32 to M.P. 33), in Cook County, Illinois.

The Consultant will perform on-site inspection, review layout of contract including design changes, prepare records, maintain documentation, submit pay estimates, change orders, extra work orders, and any other duties requiring the services of an engineer to complete projects on a timely basis and in accordance with Tollway manuals and specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Illinois Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in pdf format as well as electronic design format (DGN and XML) and follow the CADD Standards Manual. All CADD file documents shall be required to contain all record drawing modifications.

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The CM shall furnish services in accordance with the articles contained in the Tollway CM Manual dated March 2020, and all applicable Tollway Criteria, Manuals, Bulletins and the Contract Requirements of each Construction Project.
2. Also please be aware that the Tollway contract with the designer of the construction project does not include reviewing contractor submittals or, in general, responding to contractor requests for information (RFI). Such services are to be considered part of the CM services under this contract and are described in the CM Manual.

B. CONTROL OF STAFF LEVEL

CM services shall provide the Tollway PM with the following.

1. Prior to each month, CM to submit an estimate on anticipated expenditures for the upcoming month that considers the entire CM team. Estimate to include a very brief explanation on the services to be provided. Anticipated expenditures to cover labor hours and project costs. The brief explanation to also summarize any significant difference between the labor hour estimates and the associated Exhibit A's from the Proposal.
2. Just after each mid-month date, CM to provide an assessment on how monthly expenditures are proceeding relative to the estimate and indicate any adjustments to the estimate as warranted.
3. Soon after each month's end, CM to report actual expenditures with a very brief explanation on the differences between the actual and estimated amounts.

4. As soon as practicable, CM to inform the Tollway PM of any proposed/directed change to the CM effort that does not come from the Tollway PM along with an evaluation on its impact to the Upper Limit of Compensation.

C. DATA COLLECTION OF UTILITIES AND SUBSURFACE ATTRIBUTES

1. The CM will be responsible to observe and document all utility relocations, new service installations, and subsurface attributes and include location and depth on a monthly basis to the Construction Corridor Manager (CCM) as well as within the As-Built file. The CM will be required to obtain, process and deliver As-Constructed deliverables using 3-dimensional (3D) data acquired during construction for all installed Illinois Tollway utilities and third-party utilities installed within the Illinois Tollway ROW. The CM will be required to coordinate with third parties installing utilities within the jobsite for the schedule and workflow of the data collection. The CM shall obtain utility point information during construction to get accurate locations on the utility as it is installed.
 - a. It is preferred when possible to obtain Quality Level (QL) A. When QL A is not able to be achieved, it is desired to work to the appropriate subsequent QL. The definitions of the various QLs are listed below:
 - i. QL-A indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point.
 - ii. QL-B indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.
 - iii. QL-C indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating such information to QL D information.
 - iv. QL-D indicates information derived from existing records and oral recollections.
 - b. Collected data shall be at a minimum accuracy of 0.0416' V and 0.05' H. If the CM is not able to achieve this level of accuracy for any part of the data collection, please notify and request guidance from the CCM.

- c. Collected data shall be put in a text file and include Point Number, Northing, Easting, Elevation, Point Code (Pcodes), and a Note. Definitions for Tollway CTS Pcodes will be provided by the CCM.

C. CM QUALITY PLAN FOR DIGITAL DELIVERABLES

1. The CM shall submit to the Tollway PM a Quality Plan for Digital Deliverables (QPDD). The QPDD shall address electronic field survey data acquisition and processing implementation procedures. The plan shall identify who on the CM team is responsible for collecting the digital deliverables, and who is reviewing these deliverables. The individuals responsible for field data acquisition, data processing, generating documents, models and output files shall be listed. The qualifications of the individuals listed in the plan shall meet a minimum criteria of 1 year of construction jobsite inspection experience.
2. The equipment and software utilized for data collection and processing shall be listed. An outline of the steps taken to provide accurate measurements in the field shall be included in the plan. The plan shall address the CM's methods and frequency for site calibration checks, spot checks with the Contractor during construction and final checks used at the completion of work. If GPS rovers will be used, the CM shall provide the procedures that will be used to secure accurate field data.

III. REQUIRED SUBMITTALS TO THE AUTHORITY

1. Submittal requirements shall be in accordance with the CM Manual.
2. The CM shall provide As-Builts, As-Constructed Utilities and Record models in the form of both PDF and DGN.
 - a. As-Builts shall be delivered in accordance with the CM manual.
 - b. As-Constructed Utilities shall be submitted on a monthly basis to the CCM.
 - i. Text files of all data shots in format specified in section II.
 - ii. Reports of field changes.
 - iii. Supporting DGN files.

IV. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

In addition to the items to be provided as described in the CM Manual, the following will be supplied:

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Two copies of the contract documents referenced in Section I, above.
4. Addendums and construction revisions to the model files including surface updates.

PROJECT SCHEDULE
Contract No. I-19-4478
Roadway Reconstruction and Widening, Tri-State Tollway (I-294)
St. Charles Road to North Avenue/Lake Street
(M.P. 32 to M.P. 33)

SCHEDULE

1.	Proposal Meeting	week of 03/02/2020
2.	CM Proposal Submittal	03/09/2020
3.	CM Proposal Approval	03/09/2020
4.	Board Award	03/26/2020
5.	CM Contract Anticipated NTP	06/01/2020
6.	Construction Anticipated NTP	12/30/2020
7.	Construction Start	12/30/2020
8.	Construction Contract Completion	10/30/2024
9.	CM Contract Substantial Completion	06/01/2025
10.	CM Contract Expiration Date	06/01/2027

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway projects. The System provides a number of benefits to the project participants, including:

- 1) Simplification of communications/online collaboration.
- 2) Automated tracking of time-sensitive items.
- 3) Automated reporting.
- 4) Common document management and storage as electronic documents will reside in a central repository.
- 5) Audit trail of information so project participants will be able to determine who did what and when.
- 6) Real-time access and exchange of information.
- 7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to receiving access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

- 1.0** Consultant shall utilize the Tollway web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0** Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with the Tollway website implementation and support staff.
- 3.0** Consultant is required but not limited to submit the following using the System:
 - 3.1 Submittal schedule, submittals shall be processed using the System to provide a record of activity.

- 3.2 Progress reports.
 - 3.3 Inspection reports.
 - 3.4 Requests for information, project clarifications, general communication and project related issues.
 - 3.5 Meeting agendas, no later than 3 days before meeting.
 - 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.
- 4.0** Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:
- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
 - 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
 - 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
 - 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
 - 4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners⁶	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

¹ Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

² Adobe Acrobat Reader is free software available for download at <http://www.adobe.com/>

³ Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

⁴ A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT G

Contract No. I-19-4478

HR Green, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
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See Attached

EXHIBIT G**Contract No. I-19-4478****HR Green, Inc.****CURRENT OBLIGATIONS FOR PROJECTS**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimate Date of Completion
PSB 17-3, 18 RR-13-4116	Reagan Memorial Tollway, Roadway Reconstruction, York Road Plaza (Mile Post 138.1) to I-290 (Mile Post 140.5)	\$6,152,280	\$107,594	06/01/2020
PSB 17-3, 01 I-17-4296	Tri-State Tollway Roadway Reconstruction MP 17.8 to 20.7 Design Engineering Services	\$576,000	\$59,853	12/31/2022
PSB 18-2, 08 I-16-4274	Reagan Memorial Tollway, Illinois Route 47 Interchange, M.P. 109.3. Construction Management Services.	\$211,000	\$29,887	06/01/2020
PSB 18-3, 02 I-18-4412	Tri-State Tollway (I-294), Bridge Reconstruction, Burlington Northern Santa Fe (BNSF) Railroad Bridge (M.P. 26.6). Construction Management Services.	\$2,349,000	\$1,979,177	12/31/2022
PSB 18-3, 10 I-18-4419	I-294 / I-57 Interchange, Southbound I-57 to Southbound I-294 Flyover, Collector Distributor (CD) Road Ramp and I-57 Widening of Mainline CSX Railroad Bridges, M.P. 6.8 to M.P. 7.7. Phase II Engineering services.	\$147,000	\$20,083	12/31/2020
PTB 154-030 D-93-015-10	IL 47 from IL 71 to Caton Farm Road, Phase I/II Project in Kendall County	\$700,000	\$700,000	3/31/2022
PTB 167-018 P-91-201-13 & D-91-201-13	US 30 from West of Dugan Road to East of IL 47, Phase I/II Project in Kane County	\$1,920,000	\$786,140	12/31/2021
PTB 174-007 D-91-101-15	Various Phase II Projects for Plan Preparation, Plan Review, and Surveying, Various Routes, Various Counties	\$1,500,000	\$150,000	12/31/2020
PTB 181-011 C-93-092-16	US 34 from East of Eldamain Road to Center Parkway in Yorkville, Phase III Project, Kendall County, Region Two / District Three	\$1,500,000	\$272,174	5/31/2020

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimate Date of Completion
PTB 188-001 D-91-291-18	Phase II Services for US 30 / IL 47 from Cross Street to South of the Galena Road.	\$4,169,273	\$4,169,273	3/31/2022
PTB 190-029 C-94-052-13	US 150 at the Illinois River, Phase III	\$4,236,750	\$3,898,134	12/31/2023
PTB 194-062	TR 93 from Cambria Road to County Line Road, Phase I/II Engineering Services	\$1,500,000	\$1,500,000	3/31/2025
PTB 173-017 C-91-003-15	Various Construction Inspection Projects for Various Expressways & Arterial Roadside Maintenance and Repair Projects, District One	\$200,000	\$150,000	8/31/2020
PTB 186-004 D-91-230-18	Various Phase II Traffic Signal Design Projects	\$30,000	\$22,000	4/30/2023
PTB 193-021 C-93-049-19	I-180 over the Illinois River, Phase III Project, Bureau County, Region Two, District Three	\$735,000	\$735,000	12/31/2022
PTB 194-027 P-93-021-20	Various Phase I/II Engineering Projects, Region Two, District Three	\$300,000	\$300,000	3/31/2025
PTB 194-028 V-93-001-20	Various Phase III Construction Inspection Projects, Region Two, District Three	\$900,000	\$900,000	12/31/2025
PTB 194-033 P-93-020-20	Various Phase I/II Engineering Projects, Region Two, District Three	\$300,000	\$300,000	3/31/2025

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>ARK Engineering Associates, Ltd.</u></p> <p>Direct Labor <u>\$ 879,900.00</u></p> <p>Direct Costs <u>\$ 50,100.00</u></p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ 930,000.00</u></p>	<p>7 <u>Pinpoint Precision, LLC</u></p> <p>Direct Labor <u>\$ 897,260.00</u></p> <p>Direct Costs <u>\$ 32,740.00</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 930,000.00</u></p>
<p>2 <u>Atlas Engineering Group, Ltd.</u></p> <p>Direct Labor <u>\$ 880,460.00</u></p> <p>Direct Costs <u>\$ 49,540.00</u></p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ 930,000.00</u></p>	<p>8 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>3 <u>J.A. Watts, Inc.</u></p> <p>Direct Labor <u>\$ 879,446.40</u></p> <p>Direct Costs <u>\$ 50,553.60</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 930,000.00</u></p>	<p>9 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>4 <u>Material Services Testing, Inc.</u></p> <p>Direct Labor <u>\$ 378,140.00</u></p> <p>Direct Costs <u>\$ 86,860.00</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 465,000.00</u></p>	<p>10 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>5 <u>Orion Engineers, LLC</u></p> <p>Direct Labor <u>\$ 734,412.00</u></p> <p>Direct Costs <u>\$ 40,588.00</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 775,000.00</u></p>	<p>11 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>6 <u>Peralte-Clark, LLC</u></p> <p>Direct Labor <u>\$ 873,185.60</u></p> <p>Direct Costs <u>\$ 56,814.40</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 930,000.00</u></p>	<p>12 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 5,890,000.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 5,890,000.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 38.00%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 38.00%

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 & Company</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>99,400.00</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>600.00</td></tr> <tr><td>Services by Others</td><td></td><td></td></tr> <tr><td>Additional Services **</td><td></td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>100,000.00</td></tr> </table>	Direct Labor	\$	99,400.00	Direct Costs	\$	600.00	Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	100,000.00	<p>6 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td><td></td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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<p>2 <u>TranSystems Corporation</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>1,389,767.46</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>60,232.54</td></tr> <tr><td>Services by Others</td><td></td><td></td></tr> <tr><td>Additional Services **</td><td></td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>1,450,000.00</td></tr> </table>	Direct Labor	\$	1,389,767.46	Direct Costs	\$	60,232.54	Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	1,450,000.00	<p>7 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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Total this Subconsultant (ULC)	\$	-																													

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 1,550,000.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 1,550,000.00

Contract Information Sheet

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

Consultant Name: ARK Engineering Associates, Ltd.

Contract Number: I-19-4478

Proposal Date: 3/25/2020

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-19-4478

Consultant: ARK Engineering Associates, 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: Kaleem R. Shaikh

Classification: Materials Coordinator

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Kaleem R. Shaikh, PE
Senior Construction Engineer

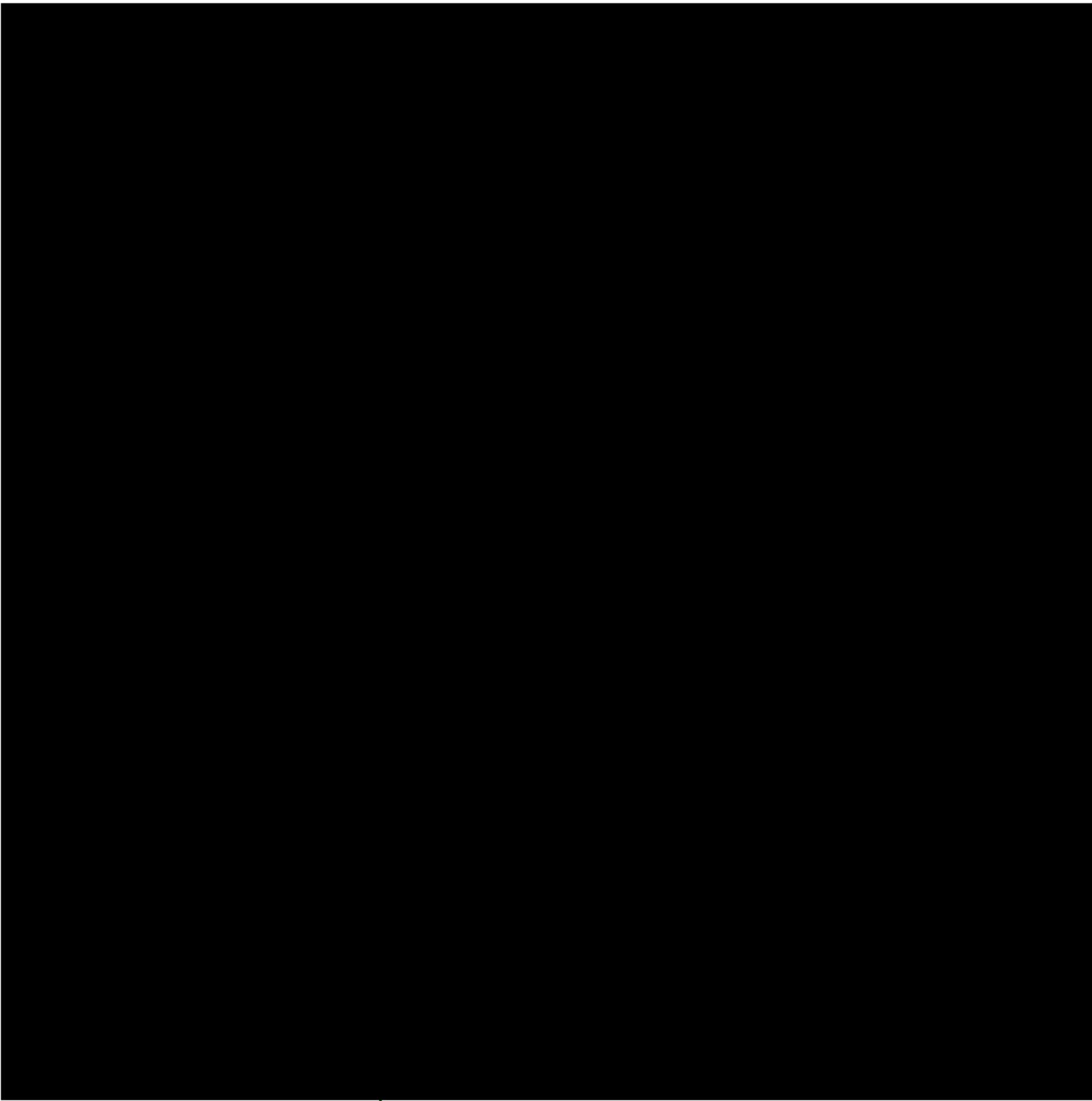


EXHIBIT F

Contract No. I-19-4478

ARK Engineering Associates, Ltd.

SCOPE OF SERVICES

See Attached.

Exhibit F

Scope of Work

**Roadway Reconstruction and Widening
Tri-State Tollway (I-294)
St. Charles Road to North Avenue/Lake Street
(M.P. 32 to M.P. 33)**

Contract No. I-19-4478

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to perform Phase III engineering services for proposed the widening and reconstruction for the Central Tri-State Tollway between St. Charles Road and North Avenue/Lake Street (M.P. 32 to M.P. 33), in Cook County, Illinois.

The Consultant will perform on-site inspection, review layout of contract including design changes, prepare records, maintain documentation, submit pay estimates, change orders, extra work orders, and any other duties requiring the services of an engineer to complete projects on a timely basis and in accordance with Tollway manuals and specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Illinois Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in pdf format as well as electronic design format (DGN and XML) and follow the CADD Standards Manual. All CADD file documents shall be required to contain all record drawing modifications.

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The CM shall furnish services in accordance with the articles contained in the Tollway CM Manual dated March 2020, and all applicable Tollway Criteria, Manuals, Bulletins and the Contract Requirements of each Construction Project.
2. Also please be aware that the Tollway contract with the designer of the construction project does not include reviewing contractor submittals or, in general, responding to contractor requests for information (RFI). Such services are to be considered part of the CM services under this contract and are described in the CM Manual.

B. CONTROL OF STAFF LEVEL

CM services shall provide the Tollway PM with the following.

1. Prior to each month, CM to submit an estimate on anticipated expenditures for the upcoming month that considers the entire CM team. Estimate to include a very brief explanation on the services to be provided. Anticipated expenditures to cover labor hours and project costs. The brief explanation to also summarize any significant difference between the labor hour estimates and the associated Exhibit A's from the Proposal.
2. Just after each mid-month date, CM to provide an assessment on how monthly expenditures are proceeding relative to the estimate and indicate any adjustments to the estimate as warranted.
3. Soon after each month's end, CM to report actual expenditures with a very brief explanation on the differences between the actual and estimated amounts.

4. As soon as practicable, CM to inform the Tollway PM of any proposed/directed change to the CM effort that does not come from the Tollway PM along with an evaluation on its impact to the Upper Limit of Compensation.

C. DATA COLLECTION OF UTILITIES AND SUBSURFACE ATTRIBUTES

1. The CM will be responsible to observe and document all utility relocations, new service installations, and subsurface attributes and include location and depth on a monthly basis to the Construction Corridor Manager (CCM) as well as within the As-Built file. The CM will be required to obtain, process and deliver As-Constructed deliverables using 3-dimensional (3D) data acquired during construction for all installed Illinois Tollway utilities and third-party utilities installed within the Illinois Tollway ROW. The CM will be required to coordinate with third parties installing utilities within the jobsite for the schedule and workflow of the data collection. The CM shall obtain utility point information during construction to get accurate locations on the utility as it is installed.
 - a. It is preferred when possible to obtain Quality Level (QL) A. When QL A is not able to be achieved, it is desired to work to the appropriate subsequent QL. The definitions of the various QLs are listed below:
 - i. QL-A indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point.
 - ii. QL-B indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.
 - iii. QL-C indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating such information to QL D information.
 - iv. QL-D indicates information derived from existing records and oral recollections.
 - b. Collected data shall be at a minimum accuracy of 0.0416' V and 0.05' H. If the CM is not able to achieve this level of accuracy for any part of the data collection, please notify and request guidance from the CCM.

- c. Collected data shall be put in a text file and include Point Number, Northing, Easting, Elevation, Point Code (Pcodes), and a Note. Definitions for Tollway CTS Pcodes will be provided by the CCM.

C. CM QUALITY PLAN FOR DIGITAL DELIVERABLES

1. The CM shall submit to the Tollway PM a Quality Plan for Digital Deliverables (QPDD). The QPDD shall address electronic field survey data acquisition and processing implementation procedures. The plan shall identify who on the CM team is responsible for collecting the digital deliverables, and who is reviewing these deliverables. The individuals responsible for field data acquisition, data processing, generating documents, models and output files shall be listed. The qualifications of the individuals listed in the plan shall meet a minimum criteria of 1 year of construction jobsite inspection experience.
2. The equipment and software utilized for data collection and processing shall be listed. An outline of the steps taken to provide accurate measurements in the field shall be included in the plan. The plan shall address the CM's methods and frequency for site calibration checks, spot checks with the Contractor during construction and final checks used at the completion of work. If GPS rovers will be used, the CM shall provide the procedures that will be used to secure accurate field data.

III. REQUIRED SUBMITTALS TO THE AUTHORITY

1. Submittal requirements shall be in accordance with the CM Manual.
2. The CM shall provide As-Builts, As-Constructed Utilities and Record models in the form of both PDF and DGN.
 - a. As-Builts shall be delivered in accordance with the CM manual.
 - b. As-Constructed Utilities shall be submitted on a monthly basis to the CCM.
 - i. Text files of all data shots in format specified in section II.
 - ii. Reports of field changes.
 - iii. Supporting DGN files.

IV. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

In addition to the items to be provided as described in the CM Manual, the following will be supplied:

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Two copies of the contract documents referenced in Section I, above.
4. Addendums and construction revisions to the model files including surface updates.

PROJECT SCHEDULE
Contract No. I-19-4478
Roadway Reconstruction and Widening, Tri-State Tollway (I-294)
St. Charles Road to North Avenue/Lake Street
(M.P. 32 to M.P. 33)

SCHEDULE

1.	Proposal Meeting	week of 03/02/2020
2.	CM Proposal Submittal	03/09/2020
3.	CM Proposal Approval	03/09/2020
4.	Board Award	03/26/2020
5.	CM Contract Anticipated NTP	06/01/2020
6.	Construction Anticipated NTP	12/30/2020
7.	Construction Start	12/30/2020
8.	Construction Contract Completion	10/30/2024
9.	CM Contract Substantial Completion	06/01/2025
10.	CM Contract Expiration Date	06/01/2027

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway projects. The System provides a number of benefits to the project participants, including:

- 1) Simplification of communications/online collaboration.
- 2) Automated tracking of time-sensitive items.
- 3) Automated reporting.
- 4) Common document management and storage as electronic documents will reside in a central repository.
- 5) Audit trail of information so project participants will be able to determine who did what and when.
- 6) Real-time access and exchange of information.
- 7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to receiving access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

- 1.0** Consultant shall utilize the Tollway web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0** Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with the Tollway website implementation and support staff.
- 3.0** Consultant is required but not limited to submit the following using the System:
 - 3.1** Submittal schedule, submittals shall be processed using the System to provide a record of activity.

- 3.2 Progress reports.
 - 3.3 Inspection reports.
 - 3.4 Requests for information, project clarifications, general communication and project related issues.
 - 3.5 Meeting agendas, no later than 3 days before meeting.
 - 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.
- 4.0** Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:
- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
 - 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
 - 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
 - 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
 - 4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners⁶	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

¹ Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

² Adobe Acrobat Reader is free software available for download at <http://www.adobe.com/>

³ Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

⁴ A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT G

Contract No. I-19-4478

ARK Engineering Associates, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-18-4382	Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road). Construction Management Service	\$199,000.00	\$199,000.00	12/21/2024

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)	\$ _____	-

7	_____		
	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)	\$ _____	-

8	_____		
	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)	\$ _____	-

9	_____		
	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)	\$ _____	-

10	_____		
	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)	\$ _____	-

11	_____		
	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)	\$ _____	-

12	_____		
	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)

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

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

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

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

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

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

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

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

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

<u>10</u>			
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: Atlas Engineering Group, Ltd.

Contract Number: I-19-4478

Proposal Date: 3/25/2020

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-19-4478

Consultant: Atlas Engineering 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-19-4478

Atlas Engineering Group, Ltd.

SCOPE OF SERVICES

See attached.

Exhibit F

Scope of Work

**Roadway Reconstruction and Widening
Tri-State Tollway (I-294)
St. Charles Road to North Avenue/Lake Street
(M.P. 32 to M.P. 33)**

Contract No. I-19-4478

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to perform Phase III engineering services for proposed the widening and reconstruction for the Central Tri-State Tollway between St. Charles Road and North Avenue/Lake Street (M.P. 32 to M.P. 33), in Cook County, Illinois.

The Consultant will perform on-site inspection, review layout of contract including design changes, prepare records, maintain documentation, submit pay estimates, change orders, extra work orders, and any other duties requiring the services of an engineer to complete projects on a timely basis and in accordance with Tollway manuals and specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Illinois Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in pdf format as well as electronic design format (DGN and XML) and follow the CADD Standards Manual. All CADD file documents shall be required to contain all record drawing modifications.

II. CONSTRUCTION MANAGEMENT (CM) SERVICES**A. EXECUTION OF ENGINEERING SERVICES**

1. The CM shall furnish services in accordance with the articles contained in the Tollway CM Manual dated March 2020, and all applicable Tollway Criteria, Manuals, Bulletins and the Contract Requirements of each Construction Project.
2. Also please be aware that the Tollway contract with the designer of the construction project does not include reviewing contractor submittals or, in general, responding to contractor requests for information (RFI). Such services are to be considered part of the CM services under this contract and are described in the CM Manual.

B. CONTROL OF STAFF LEVEL

CM services shall provide the Tollway PM with the following.

1. Prior to each month, CM to submit an estimate on anticipated expenditures for the upcoming month that considers the entire CM team. Estimate to include a very brief explanation on the services to be provided. Anticipated expenditures to cover labor hours and project costs. The brief explanation to also summarize any significant difference between the labor hour estimates and the associated Exhibit A's from the Proposal.
2. Just after each mid-month date, CM to provide an assessment on how monthly expenditures are proceeding relative to the estimate and indicate any adjustments to the estimate as warranted.
3. Soon after each month's end, CM to report actual expenditures with a very brief explanation on the differences between the actual and estimated amounts.

4. As soon as practicable, CM to inform the Tollway PM of any proposed/directed change to the CM effort that does not come from the Tollway PM along with an evaluation on its impact to the Upper Limit of Compensation.

C. DATA COLLECTION OF UTILITIES AND SUBSURFACE ATTRIBUTES

1. The CM will be responsible to observe and document all utility relocations, new service installations, and subsurface attributes and include location and depth on a monthly basis to the Construction Corridor Manager (CCM) as well as within the As-Built file. The CM will be required to obtain, process and deliver As-Constructed deliverables using 3-dimensional (3D) data acquired during construction for all installed Illinois Tollway utilities and third-party utilities installed within the Illinois Tollway ROW. The CM will be required to coordinate with third parties installing utilities within the jobsite for the schedule and workflow of the data collection. The CM shall obtain utility point information during construction to get accurate locations on the utility as it is installed.
 - a. It is preferred when possible to obtain Quality Level (QL) A. When QL A is not able to be achieved, it is desired to work to the appropriate subsequent QL. The definitions of the various QLs are listed below:
 - i. QL-A indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point.
 - ii. QL-B indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.
 - iii. QL-C indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating such information to QL D information.
 - iv. QL-D indicates information derived from existing records and oral recollections.
 - b. Collected data shall be at a minimum accuracy of 0.0416' V and 0.05' H. If the CM is not able to achieve this level of accuracy for any part of the data collection, please notify and request guidance from the CCM.

- c. Collected data shall be put in a text file and include Point Number, Northing, Easting, Elevation, Point Code (Pcodes), and a Note. Definitions for Tollway CTS Pcodes will be provided by the CCM.

C. CM QUALITY PLAN FOR DIGITAL DELIVERABLES

1. The CM shall submit to the Tollway PM a Quality Plan for Digital Deliverables (QPDD). The QPDD shall address electronic field survey data acquisition and processing implementation procedures. The plan shall identify who on the CM team is responsible for collecting the digital deliverables, and who is reviewing these deliverables. The individuals responsible for field data acquisition, data processing, generating documents, models and output files shall be listed. The qualifications of the individuals listed in the plan shall meet a minimum criteria of 1 year of construction jobsite inspection experience.
2. The equipment and software utilized for data collection and processing shall be listed. An outline of the steps taken to provide accurate measurements in the field shall be included in the plan. The plan shall address the CM's methods and frequency for site calibration checks, spot checks with the Contractor during construction and final checks used at the completion of work. If GPS rovers will be used, the CM shall provide the procedures that will be used to secure accurate field data.

III. REQUIRED SUBMITTALS TO THE AUTHORITY

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2. The CM shall provide As-Builts, As-Constructed Utilities and Record models in the form of both PDF and DGN.
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St. Charles Road to North Avenue/Lake Street
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The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

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 - 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
 - 4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners⁶	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

¹ Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

² Adobe Acrobat Reader is free software available for download at <http://www.adobe.com/>

³ Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

⁴ A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT G

Contract No. I-19-4478

Atlas Engineering Group, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PSB19-3,	Design Upon Request - Systemwide Non	\$2,800,000.00	\$2,800,000.00	4/30/2023
PTB 193,	Field Collection of Traffic Data	\$1,430,000.00	\$1,430,000.00	12/31/2021
Item 45				
PSB17-3,	Reagan Memorial Tollway, Roadway	\$340,824.01	\$75,000.00	5/31/2020
Item 15	Reconstruction, York Road Plaza, MP 138.1 to MP 140.5			
PSB17-3,	Elgin O'Hare Western Access, Construction	\$480,000.00	\$300,000.00	9/30/2020
Item 24	Management Upon Request			
PSB18-3,	I-294, Temporary ITS Relocation.	\$461,400.00	\$400,000.00	5/31/2020
Item 4	Construction Management Services.			
PSB18-3,	Tri-State Tollway (I-294), Bridge	\$477,000.00	\$477,000.00	5/31/2021
Item 2	Reconstruction, Burlington Northern Santa Fe (BNSF) Railroad Bridge (M.P. 26.6)			

6

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

12

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)

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

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

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

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

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

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

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

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

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

<u>10</u>			
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: J.A. Watts, Inc.

Contract Number: I-19-4478

Proposal Date: 3/25/2020

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-19-4478

Consultant: J.A. Watts, Inc.

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-19-4478

J.A. Watts, Inc.

SCOPE OF SERVICES

See Attached.

Exhibit F

Scope of Work

**Roadway Reconstruction and Widening
Tri-State Tollway (I-294)
St. Charles Road to North Avenue/Lake Street
(M.P. 32 to M.P. 33)**

Contract No. I-19-4478

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to perform Phase III engineering services for proposed the widening and reconstruction for the Central Tri-State Tollway between St. Charles Road and North Avenue/Lake Street (M.P. 32 to M.P. 33), in Cook County, Illinois.

The Consultant will perform on-site inspection, review layout of contract including design changes, prepare records, maintain documentation, submit pay estimates, change orders, extra work orders, and any other duties requiring the services of an engineer to complete projects on a timely basis and in accordance with Tollway manuals and specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Illinois Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in pdf format as well as electronic design format (DGN and XML) and follow the CADD Standards Manual. All CADD file documents shall be required to contain all record drawing modifications.

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The CM shall furnish services in accordance with the articles contained in the Tollway CM Manual dated March 2020, and all applicable Tollway Criteria, Manuals, Bulletins and the Contract Requirements of each Construction Project.
2. Also please be aware that the Tollway contract with the designer of the construction project does not include reviewing contractor submittals or, in general, responding to contractor requests for information (RFI). Such services are to be considered part of the CM services under this contract and are described in the CM Manual.

B. CONTROL OF STAFF LEVEL

CM services shall provide the Tollway PM with the following.

1. Prior to each month, CM to submit an estimate on anticipated expenditures for the upcoming month that considers the entire CM team. Estimate to include a very brief explanation on the services to be provided. Anticipated expenditures to cover labor hours and project costs. The brief explanation to also summarize any significant difference between the labor hour estimates and the associated Exhibit A's from the Proposal.
2. Just after each mid-month date, CM to provide an assessment on how monthly expenditures are proceeding relative to the estimate and indicate any adjustments to the estimate as warranted.
3. Soon after each month's end, CM to report actual expenditures with a very brief explanation on the differences between the actual and estimated amounts.

4. As soon as practicable, CM to inform the Tollway PM of any proposed/directed change to the CM effort that does not come from the Tollway PM along with an evaluation on its impact to the Upper Limit of Compensation.

C. DATA COLLECTION OF UTILITIES AND SUBSURFACE ATTRIBUTES

1. The CM will be responsible to observe and document all utility relocations, new service installations, and subsurface attributes and include location and depth on a monthly basis to the Construction Corridor Manager (CCM) as well as within the As-Built file. The CM will be required to obtain, process and deliver As-Constructed deliverables using 3-dimensional (3D) data acquired during construction for all installed Illinois Tollway utilities and third-party utilities installed within the Illinois Tollway ROW. The CM will be required to coordinate with third parties installing utilities within the jobsite for the schedule and workflow of the data collection. The CM shall obtain utility point information during construction to get accurate locations on the utility as it is installed.
 - a. It is preferred when possible to obtain Quality Level (QL) A. When QL A is not able to be achieved, it is desired to work to the appropriate subsequent QL. The definitions of the various QLs are listed below:
 - i. QL-A indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point.
 - ii. QL-B indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.
 - iii. QL-C indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating such information to QL D information.
 - iv. QL-D indicates information derived from existing records and oral recollections.
 - b. Collected data shall be at a minimum accuracy of 0.0416' V and 0.05' H. If the CM is not able to achieve this level of accuracy for any part of the data collection, please notify and request guidance from the CCM.

- c. Collected data shall be put in a text file and include Point Number, Northing, Easting, Elevation, Point Code (Pcodes), and a Note. Definitions for Tollway CTS Pcodes will be provided by the CCM.

C. CM QUALITY PLAN FOR DIGITAL DELIVERABLES

1. The CM shall submit to the Tollway PM a Quality Plan for Digital Deliverables (QPDD). The QPDD shall address electronic field survey data acquisition and processing implementation procedures. The plan shall identify who on the CM team is responsible for collecting the digital deliverables, and who is reviewing these deliverables. The individuals responsible for field data acquisition, data processing, generating documents, models and output files shall be listed. The qualifications of the individuals listed in the plan shall meet a minimum criteria of 1 year of construction jobsite inspection experience.
2. The equipment and software utilized for data collection and processing shall be listed. An outline of the steps taken to provide accurate measurements in the field shall be included in the plan. The plan shall address the CM's methods and frequency for site calibration checks, spot checks with the Contractor during construction and final checks used at the completion of work. If GPS rovers will be used, the CM shall provide the procedures that will be used to secure accurate field data.

III. REQUIRED SUBMITTALS TO THE AUTHORITY

1. Submittal requirements shall be in accordance with the CM Manual.
2. The CM shall provide As-Builts, As-Constructed Utilities and Record models in the form of both PDF and DGN.
 - a. As-Builts shall be delivered in accordance with the CM manual.
 - b. As-Constructed Utilities shall be submitted on a monthly basis to the CCM.
 - i. Text files of all data shots in format specified in section II.
 - ii. Reports of field changes.
 - iii. Supporting DGN files.

IV. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

In addition to the items to be provided as described in the CM Manual, the following will be supplied:

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Two copies of the contract documents referenced in Section I, above.
4. Addendums and construction revisions to the model files including surface updates.

PROJECT SCHEDULE
Contract No. I-19-4478
Roadway Reconstruction and Widening, Tri-State Tollway (I-294)
St. Charles Road to North Avenue/Lake Street
(M.P. 32 to M.P. 33)

SCHEDULE

1.	Proposal Meeting	week of 03/02/2020
2.	CM Proposal Submittal	03/09/2020
3.	CM Proposal Approval	03/09/2020
4.	Board Award	03/26/2020
5.	CM Contract Anticipated NTP	06/01/2020
6.	Construction Anticipated NTP	12/30/2020
7.	Construction Start	12/30/2020
8.	Construction Contract Completion	10/30/2024
9.	CM Contract Substantial Completion	06/01/2025
10.	CM Contract Expiration Date	06/01/2027

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway projects. The System provides a number of benefits to the project participants, including:

- 1) Simplification of communications/online collaboration.
- 2) Automated tracking of time-sensitive items.
- 3) Automated reporting.
- 4) Common document management and storage as electronic documents will reside in a central repository.
- 5) Audit trail of information so project participants will be able to determine who did what and when.
- 6) Real-time access and exchange of information.
- 7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to receiving access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

- 1.0** Consultant shall utilize the Tollway web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0** Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with the Tollway website implementation and support staff.
- 3.0** Consultant is required but not limited to submit the following using the System:
 - 3.1** Submittal schedule, submittals shall be processed using the System to provide a record of activity.

- 3.2 Progress reports.
 - 3.3 Inspection reports.
 - 3.4 Requests for information, project clarifications, general communication and project related issues.
 - 3.5 Meeting agendas, no later than 3 days before meeting.
 - 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.
- 4.0** Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:
- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
 - 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
 - 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
 - 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
 - 4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners⁶	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

¹ Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

² Adobe Acrobat Reader is free software available for download at <http://www.adobe.com/>

³ Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

⁴ A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT G

Contract No. I-19-4478

J.A. Watts, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-16-4278	Systemwide Traffic Operation and	\$2,500,000.00	\$1,250,000.00	12/31/2020
RR-17-4256	I-355 Butterfield Road to Army Trail Road	\$648,000.00	\$1,000.00	12/31/2019
RR-14-9172	Systemwide, Traffic Operation and Maintenance Performace Evaluation and Enhancement Support	\$1,210,000.00	\$171,000.00	TDB
I-17-4674	Phase II, Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange (Westbound Collector Distributor Road)	\$103,000.00	\$35,000.00	12/31/2020
I-17-4299	CST DSE services	\$64,000.00	\$3,000.00	12/31/2019
I-18-4357	CM Services Tri-State CUR	\$1,000,000.00	\$1,000.00	12/31/2020
C-91-232-17	IDOT Phase III: I-90 at I-290/ Congress Pkwy (Jane Byrne Interchange) Bridge EB (East of Des Plaines) & I-290 EB Bridge Over 190/94.	\$120,000.00	\$80,000.00	12/31/2019
I-18-4411	Tri-State Tollway (I-294), Bridge Reconstruction, Mile Long Bridge, Construction Management Services.	\$960,000.00	\$673,000.00	12/31/2021
I-18-4413	I-294, Temporary ITS Relocation, Construction Management Services	\$461,000.00	\$148,000.00	TBD
I-18-4409	Construction Management Services Upon Request, On-call, and as-needed Construction Management Services	\$150,000.00	\$20,000.00	TBD
I-18-4420	I-294/I-57, Tri-State Tollway, Construction Management Services	\$413,000.00	\$413,000.00	TBD
C-91-152-12	I-90 at Foster Ave & Lawrence Ace to Ohio (Rehab of existing Kennedy Expressway Reversible Lane), Phase III Construction Management Project	TBD	TBD	1/30/2022
17-100687	Fiber Optic Maintenance and Management Services	\$4,500,000.00	\$4,100,000.00	11/30/2023

PTB 194 #4 Various/Various District 1	\$400,000.00	\$400,000.00	12/31/2021
I-17-4681 R EOWA-Western Access at IL19 Interchange CM	\$455,000.00	\$455,000.00	12/31/2021

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	_____		
	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)	\$ _____	-

2	_____		
	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)	\$ _____	-

3	_____		
	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)	\$ _____	-

4	_____		
	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)	\$ _____	-

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

11	_____		
	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)	\$ _____	-

12	_____		
	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)

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

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

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

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

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

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

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

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

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

<u>10</u>			
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: Material Service Testing, Inc.

Contract Number: I-19-4478

Proposal Date: 3/25/2020

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.

9	Splitting HMA sample Gmb (Bulk specific gravity)	AASHTO R47 ILLINOIS modified 04/01/10 AASHTO T166-07 (Method A and C), ASTM D2726-10	\$200.00	\$300.00	\$0.00
10	Splitting HMA sample Ignition oven	AASHTO R47 ILLINOIS modified 04/01/10 AASHTO T308-09, ASTM D6307-05 (2010)	\$155.00	\$232.50	\$0.00
11	Splitting HMA sample Ignition oven	AASHTO R47 ILLINOIS modified 04/01/10 AASHTO T308-09, ASTM D6307-05 (2010)	\$180.00	\$270.00	\$0.00
12	Washed Gradation	ILLINOIS modified 11/03/96 AASHTO T30-95, ASTM D5444-08			\$0.00
13	Nuclear asphalt content	ASTM D2950-81	\$254.00	\$381.00	\$0.00
14	TSR	ILLINOIS modified 03/01/09 AASHTO T283-02, ASTM D4867/D4867-09	\$557.00	\$835.50	\$0.00
15	Gmm (Maximum Specific Gravity)	ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2041-03a	\$219.00	\$328.50	\$0.00
16	Gmb (Bulk specific gravity)	ILLINOIS modified 04/01/10 AASHTO T166-07 (Method A and C), ASTM D2726-10	\$200.00	\$300.00	\$0.00
17	Reflux extraction	ILLINOIS modified 04/01/10 AASHTO T164-94, ASTM D2172-88	\$268.00	\$402.00	\$0.00
18	Gyratory Compactor	ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09	\$488.00	\$732.00	\$0.00
19	TSR	ILLINOIS modified 03/01/09 AASHTO T283-02, ASTM D4867/D4867-09	\$67.00	\$100.50	\$0.00
20	Core density	ILLINOIS modified 04/01/10 AASHTO T166-07	\$231.00	\$346.50	\$0.00
21	Flow and stability	ILLINOIS modified 01/01/98 AASHTO T245-94, ASTM D4867/D4867M-09	\$147.00		\$0.00
22	Average rate for HMA level I technician	Per Hour	\$163.00		\$0.00
23	Average rate for HMA level II technician	Per Hour	\$173.00		\$0.00
24	Average rate for HMA level III technician	Per Hour	\$137.00		\$0.00
25	Average rate for density technician	Per Hour	\$26.00	\$39.00	\$0.00
26	Concrete breaks: cylinder (wet curing)	ILLINOIS modified 04/01/08 AASHTO T22-07, ASTM C39/C39M-10, ASTM C192	\$24.00	\$36.00	\$0.00
27	Concrete breaks: cylinder (dry curing)	ILLINOIS modified 04/01/08 AASHTO T22-07, ASTM C39/C39M-10	\$44.00	\$66.00	\$0.00
28	Beam braking: center point load (with curing)	ILLINOIS modified 04/01/09 AASHTO T177-03, ASTM C192, ASTM C78-08	\$67.00	\$100.50	\$0.00
29	Beam braking: third point load (with curing)	ILLINOIS modified 04/01/09 AASHTO T177-03, ASTM C192, ASTM C78-08	\$147.00		\$0.00
30	Average rate for concrete level I technician	Per Hour	\$168.00		\$0.00
31	Average rate for concrete level II technician	Per Hour	\$165.00	\$247.50	\$0.00
32	Washed Gradation	ILLINOIS modified 04/01/10 AASHTO T27-05, ASTM C136-06			\$0.00
33	Reducing sample size	ILLINOIS modified 04/01/10 AASHTO T248, ASTM C702-98(2003)	\$252.00	\$378.00	\$0.00
34	Particle size analysis	AASHTO T88-00 (2008), ASTM D422-63(2007)	\$205.00	\$307.50	\$0.00
35	Coarse aggregate specific gravity	ILLINOIS modified 04/01/10 AASHTO T85-08, ASTM C127-07	\$259.00	\$388.50	\$0.00
36	Fine aggregate specific gravity	ILLINOIS modified 04/01/10 AASHTO T84-09, ASTM C128-07a	\$283.00	\$424.50	\$0.00
37	Fine Aggregate specific gravity verification	ILLINOIS modified 04/01/10 AASHTO T84-09, ASTM C128-07a	\$283.00	\$424.50	\$0.00
38	Coarse Aggregate specific gravity verification	ILLINOIS modified 04/01/10 AASHTO T85-08, ASTM C127-07	\$208.00	\$312.00	\$0.00
39	RAP specific gravity	ILLINOIS modified 04/01/10 AASHTO T85-08, ASTM C127-07	\$209.00	\$313.50	\$0.00
40	RAS specific gravity	District 1, Method	\$229.00	\$343.50	\$0.00
41	Slag counts	ignition test plus count	\$397.00	\$595.50	\$0.00
42	Modified proctor	ILLINOIS modified 04/01/10 AASHTO T180-09, ASTM D1557-09	\$158.00		\$0.00
43	Aggregate technician (5-day)	Per Hour	\$312.00	\$468.00	\$0.00
44	Standard proctor	ILLINOIS modified 04/01/10 AASHTO T99-09(2004), ASTM D698-07e1	\$155.00	\$232.50	\$0.00
45	Liquid limits	AASHTO T89-02(2006), ASTM D4318-10	\$206.00	\$309.00	\$0.00
46	Plastic limits	AASHTO T90-00(2008), ASTM D4318-10	\$158.00		\$0.00
47	Hydrometer analysis	AASHTO T88-00(2008), ASTM D422-63(2007)	\$158.00		\$0.00
48	Soil technician	Per Hour	\$158.00		\$0.00
49	Laboratory technician	Per Hour	\$176.00		\$0.00
50	Source inspector	Per Hour			\$0.00
51	Sample pick-up	Per CECS			\$0.00

45	Core cutting (including traffic control)	Actual Cost (requires 2-3 quotes)				
46	Core cutting	Actual Cost (requires 2-3 quotes)				
47	Core cutting under 12"	Per Core	\$170.00	\$255.00	\$0.00	\$0.00
48	Core cutting over 12"	Per Core	\$198.00	\$297.00	\$0.00	\$0.00
49	Core sawing	Concrete and Bituminous - Per Lineal Foot	\$76.00	\$114.00	\$0.00	\$0.00
50	Project manager	Per Hour	\$173.00		\$0.00	\$0.00
51	Mileage	Per Mile			\$0.00	\$0.00
52	Vehicle cost (daily): per Tollway allowable direct costs	Per Day	\$65.00		\$0.00	\$0.00
53	Average overtime rate	1.5 times hourly rate				
54	Average overtime rate (holidays and Sundays)	2.0 times hourly rate				
55	Average cost for labor outside standard work day					
56	Nuclear Density Gauge	Per Day	\$95.00		\$0.00	\$0.00
57	Micro-Deval Abrasion Test	ASTM D6928, ASTM D7428	\$391.00	\$586.50	\$0.00	\$0.00
58	Hamburg Wheel w/mix design	AASHTO T324	\$1,236.00	\$1,854.00	\$0.00	\$0.00
59	Hamburg Wheel w/o mix design	AASHTO T324	\$1,288.00	\$1,892.00	\$0.00	\$0.00
60	Hamburg Wheel on prepared sample	AASHTO T324	\$773.00	\$1,159.50	\$0.00	\$0.00
61	Hamburg Wheel on pavement core	AASHTO T324	\$876.00	\$1,314.00	\$0.00	\$0.00
62	Polarized Light Microscopy (PLM)	EPA 6-R-93/116 (by a NIST Accredited Laboratory) - Per Sample	\$38.00	\$58.50	\$0.00	\$0.00
63	Organic Content by Wet Combustion	AASHTO T 194	\$92.00	\$138.00	\$0.00	\$0.00
64	PGE Gradation Test - washed or dry		\$347.00	\$520.50	\$0.00	\$0.00
65	Concrete breaks: Light Weight Cellular Concrete	ASTM C-495	\$52.00	\$78.00	\$0.00	\$0.00
66	Shot Crete Pannel Coring	Per Pannel	\$300.00	\$450.00	\$0.00	\$0.00
67	Shot Crete Pannel Core Compressive Strength Testing	Per Core	\$57.00	\$85.50	\$0.00	\$0.00
68	Determination of Applied Prime	Per Test	\$155.00	\$232.50	\$0.00	\$0.00
69	Moisture Content	AASHTO T265	\$20.00	\$30.00	\$0.00	\$0.00
70	Unconfined Compressive Strength Test	AASHTO T208	\$50.00	\$75.00	\$0.00	\$0.00
71	Unconsolidated Undrained Triaxial Test	AASHTO T296	\$500.00	\$750.00	\$0.00	\$0.00
72	Consolidated Undrained Triaxial Test	ASTM D-4767 - Includes 3 points	\$900.00	\$1,350.00	\$0.00	\$0.00
73	One Dimensional Consolidation Test	AASHTO T216	\$250.00	\$375.00	\$0.00	\$0.00
74	PH of Soil	ASTM D-2437	\$52.00	\$78.00	\$0.00	\$0.00
75	CBR	ASTM D-1883	\$525.00	\$787.50	\$0.00	\$0.00
76	Asphalt Analyzer		\$365.00	\$547.50	\$0.00	\$0.00
	Total				\$0.00	\$0.00

Contract No.: I-19-4478

Consultant: Material Service Testing, Inc.

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: Steven Tomich

Classification: Materials QA Technician

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____



STEVEN TOMICH
MATERIALS QA TECHNICIAN



STEVEN TOMICH
MATERIALS QA TECHNICIAN

SELECTED PROJECT INVOLVEMENT-CONTINUED

EXHIBIT F

Contract No. I-19-4478

Material Service Testing, Inc.

SCOPE OF SERVICES

Materials QA and Construction Testing and Inspection for the widening and reconstruction of Central Tri-State Tollway between St. Charles Road and North Avenue/Lake Street in Cook County, Illinois. See Attached.

Exhibit F

Scope of Work

**Roadway Reconstruction and Widening
Tri-State Tollway (I-294)
St. Charles Road to North Avenue/Lake Street
(M.P. 32 to M.P. 33)**

Contract No. I-19-4478

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to perform Phase III engineering services for proposed the widening and reconstruction for the Central Tri-State Tollway between St. Charles Road and North Avenue/Lake Street (M.P. 32 to M.P. 33), in Cook County, Illinois.

The Consultant will perform on-site inspection, review layout of contract including design changes, prepare records, maintain documentation, submit pay estimates, change orders, extra work orders, and any other duties requiring the services of an engineer to complete projects on a timely basis and in accordance with Tollway manuals and specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Illinois Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in pdf format as well as electronic design format (DGN and XML) and follow the CADD Standards Manual. All CADD file documents shall be required to contain all record drawing modifications.

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The CM shall furnish services in accordance with the articles contained in the Tollway CM Manual dated March 2020, and all applicable Tollway Criteria, Manuals, Bulletins and the Contract Requirements of each Construction Project.
2. Also please be aware that the Tollway contract with the designer of the construction project does not include reviewing contractor submittals or, in general, responding to contractor requests for information (RFI). Such services are to be considered part of the CM services under this contract and are described in the CM Manual.

B. CONTROL OF STAFF LEVEL

CM services shall provide the Tollway PM with the following.

1. Prior to each month, CM to submit an estimate on anticipated expenditures for the upcoming month that considers the entire CM team. Estimate to include a very brief explanation on the services to be provided. Anticipated expenditures to cover labor hours and project costs. The brief explanation to also summarize any significant difference between the labor hour estimates and the associated Exhibit A's from the Proposal.
2. Just after each mid-month date, CM to provide an assessment on how monthly expenditures are proceeding relative to the estimate and indicate any adjustments to the estimate as warranted.
3. Soon after each month's end, CM to report actual expenditures with a very brief explanation on the differences between the actual and estimated amounts.

4. As soon as practicable, CM to inform the Tollway PM of any proposed/directed change to the CM effort that does not come from the Tollway PM along with an evaluation on its impact to the Upper Limit of Compensation.

C. DATA COLLECTION OF UTILITIES AND SUBSURFACE ATTRIBUTES

1. The CM will be responsible to observe and document all utility relocations, new service installations, and subsurface attributes and include location and depth on a monthly basis to the Construction Corridor Manager (CCM) as well as within the As-Built file. The CM will be required to obtain, process and deliver As-Constructed deliverables using 3-dimensional (3D) data acquired during construction for all installed Illinois Tollway utilities and third-party utilities installed within the Illinois Tollway ROW. The CM will be required to coordinate with third parties installing utilities within the jobsite for the schedule and workflow of the data collection. The CM shall obtain utility point information during construction to get accurate locations on the utility as it is installed.
 - a. It is preferred when possible to obtain Quality Level (QL) A. When QL A is not able to be achieved, it is desired to work to the appropriate subsequent QL. The definitions of the various QLs are listed below:
 - i. QL-A indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point.
 - ii. QL-B indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.
 - iii. QL-C indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating such information to QL D information.
 - iv. QL-D indicates information derived from existing records and oral recollections.
 - b. Collected data shall be at a minimum accuracy of 0.0416' V and 0.05' H. If the CM is not able to achieve this level of accuracy for any part of the data collection, please notify and request guidance from the CCM.

- c. Collected data shall be put in a text file and include Point Number, Northing, Easting, Elevation, Point Code (Pcodes), and a Note. Definitions for Tollway CTS Pcodes will be provided by the CCM.

C. CM QUALITY PLAN FOR DIGITAL DELIVERABLES

1. The CM shall submit to the Tollway PM a Quality Plan for Digital Deliverables (QPDD). The QPDD shall address electronic field survey data acquisition and processing implementation procedures. The plan shall identify who on the CM team is responsible for collecting the digital deliverables, and who is reviewing these deliverables. The individuals responsible for field data acquisition, data processing, generating documents, models and output files shall be listed. The qualifications of the individuals listed in the plan shall meet a minimum criteria of 1 year of construction jobsite inspection experience.
2. The equipment and software utilized for data collection and processing shall be listed. An outline of the steps taken to provide accurate measurements in the field shall be included in the plan. The plan shall address the CM's methods and frequency for site calibration checks, spot checks with the Contractor during construction and final checks used at the completion of work. If GPS rovers will be used, the CM shall provide the procedures that will be used to secure accurate field data.

III. REQUIRED SUBMITTALS TO THE AUTHORITY

1. Submittal requirements shall be in accordance with the CM Manual.
2. The CM shall provide As-Builts, As-Constructed Utilities and Record models in the form of both PDF and DGN.
 - a. As-Builts shall be delivered in accordance with the CM manual.
 - b. As-Constructed Utilities shall be submitted on a monthly basis to the CCM.
 - i. Text files of all data shots in format specified in section II.
 - ii. Reports of field changes.
 - iii. Supporting DGN files.

IV. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

In addition to the items to be provided as described in the CM Manual, the following will be supplied:

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Two copies of the contract documents referenced in Section I, above.
4. Addendums and construction revisions to the model files including surface updates.

PROJECT SCHEDULE
Contract No. I-19-4478
Roadway Reconstruction and Widening, Tri-State Tollway (I-294)
St. Charles Road to North Avenue/Lake Street
(M.P. 32 to M.P. 33)

SCHEDULE

1.	Proposal Meeting	week of 03/02/2020
2.	CM Proposal Submittal	03/09/2020
3.	CM Proposal Approval	03/09/2020
4.	Board Award	03/26/2020
5.	CM Contract Anticipated NTP	06/01/2020
6.	Construction Anticipated NTP	12/30/2020
7.	Construction Start	12/30/2020
8.	Construction Contract Completion	10/30/2024
9.	CM Contract Substantial Completion	06/01/2025
10.	CM Contract Expiration Date	06/01/2027

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway projects. The System provides a number of benefits to the project participants, including:

- 1) Simplification of communications/online collaboration.
- 2) Automated tracking of time-sensitive items.
- 3) Automated reporting.
- 4) Common document management and storage as electronic documents will reside in a central repository.
- 5) Audit trail of information so project participants will be able to determine who did what and when.
- 6) Real-time access and exchange of information.
- 7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to receiving access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

- 1.0** Consultant shall utilize the Tollway web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0** Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with the Tollway website implementation and support staff.
- 3.0** Consultant is required but not limited to submit the following using the System:
 - 3.1** Submittal schedule, submittals shall be processed using the System to provide a record of activity.

- 3.2 Progress reports.
 - 3.3 Inspection reports.
 - 3.4 Requests for information, project clarifications, general communication and project related issues.
 - 3.5 Meeting agendas, no later than 3 days before meeting.
 - 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.
- 4.0** Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:
- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
 - 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
 - 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
 - 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
 - 4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners⁶	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

¹ Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

² Adobe Acrobat Reader is free software available for download at <http://www.adobe.com/>

³ Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

⁴ A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT G**Contract No. I-19-4478****Material Service Testing, Inc.****CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-18-4420	I-294/I-57 Tri State Tollway MP 7.6 (I-57)	\$412,962.00	\$412,962.00	7/31/2023
RR-18-4382	Tri State Tollway Stern School Rd Bridge	\$52,134.00	\$52,134.00	11/30/2021
I-19-4708	EOWA, I-294 to I-90 Devon Ave to Touhy Ave	\$570,000.00	\$570,000.00	9/30/2023
I-15-4659	Elgin O'Hare Western Access: Design and Const Mgmt	\$63,384.00	\$8,301.00	12/31/2019
I-18-4701	Const Mgmt Services Upon Request	\$2,670,000.00	\$2,670,000.00	11/30/2024
RR-18-4435	Jane Adams Memorial Tollway Pavement & Bridge Preservation	\$125,255.00	\$125,255.00	
I-17-4315	Tri-State Tollway- CM Upon Request	\$250,000.00	\$10,373.00	12/1/2019
I-17-4681	EOWA at IL 19	\$227,500.00	\$227,500.00	1/30/2020
RR-17-9292	Job Order Contracting	Contract Pending		
RR-18-4354	Systemwide, Design and Construction Mgmt Services for Landscape Services upon request	\$80,000.00	\$80,000.00	5/31/2019
RR-18-9206	Materials Engineering Services, Systemwide	\$2,583,750.00	\$1,867,604.00	12/31/2023
RR-18-4377	Systemwide Maintenance Facilities	\$325,000.00	\$162,748.00	12/1/2019
RR-18-4698	I-490 Design and CM Services	\$280,000.00	\$128,986.00	12/31/2021
I-18-4413	I-294 Temporary ITS Relocation	\$138,420.00	\$43,258.00	6/30/2020
C-91-007-15	US 41 at IL I32	\$140,218.00	\$48,094.00	12/31/2019
C-94-053-16	Materials PM for Various PCC/HMA\AGG	\$2,250,000.00	\$692,616.00	10/1/2020
C-92-038-16	Various Construction Inspection	Contract Pending		
C-91-120-17	Various Construction Inspection	Contract Pending		
C-91-230-17	I-90 at I-290 Congress Parkway	\$360,565.00	\$57,012.00	6/30/2019
C-91-229-15	Construction Inspection for US 14 at WC Rl	\$95,000.00	\$93,172.00	10/1/2020
C-91-002-20	I-90(Kennedy): IL 43(Harlem Ave) to I-94(Edens JCT)	\$270,000.00	\$270,000.00	12/31/2020I

Contract No.: I-19-4478

Consultant: Material Service Testing, Inc.

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

Table 1: Subconsultant 1 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at 0.

Table 7: Subconsultant 7 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at 0.

Table 2: Subconsultant 2 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at 0.

Table 8: Subconsultant 8 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at 0.

Table 3: Subconsultant 3 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at 0.

Table 9: Subconsultant 9 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at 0.

Table 4: Subconsultant 4 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at 0.

Table 10: Subconsultant 10 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at 0.

Table 5: Subconsultant 5 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at 0.

Table 11: Subconsultant 11 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at 0.

Table 6: Subconsultant 6 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at 0.

Table 12: Subconsultant 12 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at 0.

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL 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: Orion Engineers, LLC.

Contract Number: I-19-4478

Proposal Date: 3/25/2020

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-19-4478

Consultant: Orion Engineers, L L C .

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-19-4478

Orion Engineers, LLC.

SCOPE OF SERVICES

See Attached.

Exhibit F

Scope of Work

**Roadway Reconstruction and Widening
Tri-State Tollway (I-294)
St. Charles Road to North Avenue/Lake Street
(M.P. 32 to M.P. 33)**

Contract No. I-19-4478

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to perform Phase III engineering services for proposed the widening and reconstruction for the Central Tri-State Tollway between St. Charles Road and North Avenue/Lake Street (M.P. 32 to M.P. 33), in Cook County, Illinois.

The Consultant will perform on-site inspection, review layout of contract including design changes, prepare records, maintain documentation, submit pay estimates, change orders, extra work orders, and any other duties requiring the services of an engineer to complete projects on a timely basis and in accordance with Tollway manuals and specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Illinois Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in pdf format as well as electronic design format (DGN and XML) and follow the CADD Standards Manual. All CADD file documents shall be required to contain all record drawing modifications.

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The CM shall furnish services in accordance with the articles contained in the Tollway CM Manual dated March 2020, and all applicable Tollway Criteria, Manuals, Bulletins and the Contract Requirements of each Construction Project.
2. Also please be aware that the Tollway contract with the designer of the construction project does not include reviewing contractor submittals or, in general, responding to contractor requests for information (RFI). Such services are to be considered part of the CM services under this contract and are described in the CM Manual.

B. CONTROL OF STAFF LEVEL

CM services shall provide the Tollway PM with the following.

1. Prior to each month, CM to submit an estimate on anticipated expenditures for the upcoming month that considers the entire CM team. Estimate to include a very brief explanation on the services to be provided. Anticipated expenditures to cover labor hours and project costs. The brief explanation to also summarize any significant difference between the labor hour estimates and the associated Exhibit A's from the Proposal.
2. Just after each mid-month date, CM to provide an assessment on how monthly expenditures are proceeding relative to the estimate and indicate any adjustments to the estimate as warranted.
3. Soon after each month's end, CM to report actual expenditures with a very brief explanation on the differences between the actual and estimated amounts.

4. As soon as practicable, CM to inform the Tollway PM of any proposed/directed change to the CM effort that does not come from the Tollway PM along with an evaluation on its impact to the Upper Limit of Compensation.

C. DATA COLLECTION OF UTILITIES AND SUBSURFACE ATTRIBUTES

1. The CM will be responsible to observe and document all utility relocations, new service installations, and subsurface attributes and include location and depth on a monthly basis to the Construction Corridor Manager (CCM) as well as within the As-Built file. The CM will be required to obtain, process and deliver As-Constructed deliverables using 3-dimensional (3D) data acquired during construction for all installed Illinois Tollway utilities and third-party utilities installed within the Illinois Tollway ROW. The CM will be required to coordinate with third parties installing utilities within the jobsite for the schedule and workflow of the data collection. The CM shall obtain utility point information during construction to get accurate locations on the utility as it is installed.
 - a. It is preferred when possible to obtain Quality Level (QL) A. When QL A is not able to be achieved, it is desired to work to the appropriate subsequent QL. The definitions of the various QLs are listed below:
 - i. QL-A indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point.
 - ii. QL-B indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.
 - iii. QL-C indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating such information to QL D information.
 - iv. QL-D indicates information derived from existing records and oral recollections.
 - b. Collected data shall be at a minimum accuracy of 0.0416' V and 0.05' H. If the CM is not able to achieve this level of accuracy for any part of the data collection, please notify and request guidance from the CCM.

- c. Collected data shall be put in a text file and include Point Number, Northing, Easting, Elevation, Point Code (Pcodes), and a Note. Definitions for Tollway CTS Pcodes will be provided by the CCM.

C. CM QUALITY PLAN FOR DIGITAL DELIVERABLES

1. The CM shall submit to the Tollway PM a Quality Plan for Digital Deliverables (QPDD). The QPDD shall address electronic field survey data acquisition and processing implementation procedures. The plan shall identify who on the CM team is responsible for collecting the digital deliverables, and who is reviewing these deliverables. The individuals responsible for field data acquisition, data processing, generating documents, models and output files shall be listed. The qualifications of the individuals listed in the plan shall meet a minimum criteria of 1 year of construction jobsite inspection experience.
2. The equipment and software utilized for data collection and processing shall be listed. An outline of the steps taken to provide accurate measurements in the field shall be included in the plan. The plan shall address the CM's methods and frequency for site calibration checks, spot checks with the Contractor during construction and final checks used at the completion of work. If GPS rovers will be used, the CM shall provide the procedures that will be used to secure accurate field data.

III. REQUIRED SUBMITTALS TO THE AUTHORITY

1. Submittal requirements shall be in accordance with the CM Manual.
2. The CM shall provide As-Builts, As-Constructed Utilities and Record models in the form of both PDF and DGN.
 - a. As-Builts shall be delivered in accordance with the CM manual.
 - b. As-Constructed Utilities shall be submitted on a monthly basis to the CCM.
 - i. Text files of all data shots in format specified in section II.
 - ii. Reports of field changes.
 - iii. Supporting DGN files.

IV. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

In addition to the items to be provided as described in the CM Manual, the following will be supplied:

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Two copies of the contract documents referenced in Section I, above.
4. Addendums and construction revisions to the model files including surface updates.

PROJECT SCHEDULE
Contract No. I-19-4478
Roadway Reconstruction and Widening, Tri-State Tollway (I-294)
St. Charles Road to North Avenue/Lake Street
(M.P. 32 to M.P. 33)

SCHEDULE

1.	Proposal Meeting	week of 03/02/2020
2.	CM Proposal Submittal	03/09/2020
3.	CM Proposal Approval	03/09/2020
4.	Board Award	03/26/2020
5.	CM Contract Anticipated NTP	06/01/2020
6.	Construction Anticipated NTP	12/30/2020
7.	Construction Start	12/30/2020
8.	Construction Contract Completion	10/30/2024
9.	CM Contract Substantial Completion	06/01/2025
10.	CM Contract Expiration Date	06/01/2027

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway projects. The System provides a number of benefits to the project participants, including:

- 1) Simplification of communications/online collaboration.
- 2) Automated tracking of time-sensitive items.
- 3) Automated reporting.
- 4) Common document management and storage as electronic documents will reside in a central repository.
- 5) Audit trail of information so project participants will be able to determine who did what and when.
- 6) Real-time access and exchange of information.
- 7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to receiving access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

- 1.0** Consultant shall utilize the Tollway web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0** Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with the Tollway website implementation and support staff.
- 3.0** Consultant is required but not limited to submit the following using the System:
 - 3.1** Submittal schedule, submittals shall be processed using the System to provide a record of activity.

- 3.2 Progress reports.
 - 3.3 Inspection reports.
 - 3.4 Requests for information, project clarifications, general communication and project related issues.
 - 3.5 Meeting agendas, no later than 3 days before meeting.
 - 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.
- 4.0** Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:
- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
 - 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
 - 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
 - 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
 - 4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners⁶	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

¹ Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

² Adobe Acrobat Reader is free software available for download at <http://www.adobe.com/>

³ Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

⁴ A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT G

Contract No. I-19-4478

Orion 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
RR-15-9976F	Traffic Engineer	\$304,350.00	\$162,540.89	12/31/2020
RR-15-9975R	Consulting Engineer	\$953,245.60	\$472,882.46	12/31/2021
RR-16-4276	Systemwide DUR	\$100,000.00	\$1,308.89	4/30/2020
RR-16-4278	Systemwide CUR	\$75,000.00	\$16,795.60	12/31/2020
I-17-4296	Tri-State Reconstruction, Design	\$384,462.05	\$57,983.77	12/31/2020
I-17-4298	Tri-State Reconstruction, Design	\$236,200.00	\$42,265.98	12/31/2020
I-17-4304	Tri-State Tollway, DUR	\$150,213.20	\$16,592.84	5/31/2020
I-17-4311	Tri-State Geotechnical Upon Request	\$500,000.00	\$316,037.55	12/31/2021
RR-18-4383	Tri-State Tollway, Phase 1 Upon Request	\$250,000.00	\$227,877.87	12/31/2020
RR-18-9016	Systemwide CUR, Non-Roadway	\$125,000.00	\$125,000.00	12/31/2020
I-18-4411	Mile Long Bridge CM	\$602,963.22	\$602,963.22	5/1/2023
I-18-4415	Utility Location Upon Request	\$30,000.00	\$30,000.00	2/1/2022
I-18-4420	I-294 and I-57 CM	\$550,617.00	\$550,617.00	8/1/2023
I-18-4700	EOWA Design Corridor Manager (DCM)	\$590,000.00	\$538,513.98	12/31/2022
RR-18-4382	Stearns School Rd Bridge CM	\$98,022.00	\$98,022.00	11/30/2021
I-17-4681R	EOWA I-490 at IL 19 Interchange CM	\$910,000.00	\$885,106.23	6/30/2022
I-19-4463	Tri-State Tollway, CUR	\$375,000.00	\$375,000.00	12/31/2022
I-17-4297	Tri-State Reconstruction, Design	\$124,415.12	\$117,869.84	5/31/2020
I-19-4709	EOWA I-490 at I-90 Interchange CM	\$415,966.40	\$415,966.40	8/31/2022
I-19-4711	EOWA I-490, I-294 to Franklin Ave CM	\$75,000.00	\$75,000.00	9/30/2020
RR-19-4480	Geotechnical Upon Request	\$150,000.00	\$150,000.00	4/30/2024

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

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

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

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

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

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

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

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

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

11		
Direct Labor	<u> </u>	
Direct Costs	<u> </u>	\$ <u> - </u>
Services by Others	<u> </u>	\$ <u> - </u>
Additional Services **	<u> </u>	\$ <u> - </u>
Total this Subconsultant (ULC)		\$ <u> - </u>

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

12		
Direct Labor	<u> </u>	
Direct Costs	<u> </u>	\$ <u> - </u>
Services by Others	<u> </u>	\$ <u> - </u>
Additional Services **	<u> </u>	\$ <u> - </u>
Total this Subconsultant (ULC)		\$ <u> - </u>

** 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)

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

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

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

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

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

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

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

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

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

<u>10</u>			
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: Peralte - Clark, LLC

Contract Number: I-19-4478

Proposal Date: 3/25/2020

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-19-4478

Consultant: Peralte - Clark, 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-19-4478

Peralte - Clark, LLC

SCOPE OF SERVICES

See Attached.

Exhibit F

Scope of Work

**Roadway Reconstruction and Widening
Tri-State Tollway (I-294)
St. Charles Road to North Avenue/Lake Street
(M.P. 32 to M.P. 33)**

Contract No. I-19-4478

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to perform Phase III engineering services for proposed the widening and reconstruction for the Central Tri-State Tollway between St. Charles Road and North Avenue/Lake Street (M.P. 32 to M.P. 33), in Cook County, Illinois.

The Consultant will perform on-site inspection, review layout of contract including design changes, prepare records, maintain documentation, submit pay estimates, change orders, extra work orders, and any other duties requiring the services of an engineer to complete projects on a timely basis and in accordance with Tollway manuals and specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Illinois Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in pdf format as well as electronic design format (DGN and XML) and follow the CADD Standards Manual. All CADD file documents shall be required to contain all record drawing modifications.

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The CM shall furnish services in accordance with the articles contained in the Tollway CM Manual dated March 2020, and all applicable Tollway Criteria, Manuals, Bulletins and the Contract Requirements of each Construction Project.
2. Also please be aware that the Tollway contract with the designer of the construction project does not include reviewing contractor submittals or, in general, responding to contractor requests for information (RFI). Such services are to be considered part of the CM services under this contract and are described in the CM Manual.

B. CONTROL OF STAFF LEVEL

CM services shall provide the Tollway PM with the following.

1. Prior to each month, CM to submit an estimate on anticipated expenditures for the upcoming month that considers the entire CM team. Estimate to include a very brief explanation on the services to be provided. Anticipated expenditures to cover labor hours and project costs. The brief explanation to also summarize any significant difference between the labor hour estimates and the associated Exhibit A's from the Proposal.
2. Just after each mid-month date, CM to provide an assessment on how monthly expenditures are proceeding relative to the estimate and indicate any adjustments to the estimate as warranted.
3. Soon after each month's end, CM to report actual expenditures with a very brief explanation on the differences between the actual and estimated amounts.

4. As soon as practicable, CM to inform the Tollway PM of any proposed/directed change to the CM effort that does not come from the Tollway PM along with an evaluation on its impact to the Upper Limit of Compensation.

C. DATA COLLECTION OF UTILITIES AND SUBSURFACE ATTRIBUTES

1. The CM will be responsible to observe and document all utility relocations, new service installations, and subsurface attributes and include location and depth on a monthly basis to the Construction Corridor Manager (CCM) as well as within the As-Built file. The CM will be required to obtain, process and deliver As-Constructed deliverables using 3-dimensional (3D) data acquired during construction for all installed Illinois Tollway utilities and third-party utilities installed within the Illinois Tollway ROW. The CM will be required to coordinate with third parties installing utilities within the jobsite for the schedule and workflow of the data collection. The CM shall obtain utility point information during construction to get accurate locations on the utility as it is installed.
 - a. It is preferred when possible to obtain Quality Level (QL) A. When QL A is not able to be achieved, it is desired to work to the appropriate subsequent QL. The definitions of the various QLs are listed below:
 - i. QL-A indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point.
 - ii. QL-B indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.
 - iii. QL-C indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating such information to QL D information.
 - iv. QL-D indicates information derived from existing records and oral recollections.
 - b. Collected data shall be at a minimum accuracy of 0.0416' V and 0.05' H. If the CM is not able to achieve this level of accuracy for any part of the data collection, please notify and request guidance from the CCM.

- c. Collected data shall be put in a text file and include Point Number, Northing, Easting, Elevation, Point Code (Pcodes), and a Note. Definitions for Tollway CTS Pcodes will be provided by the CCM.

C. CM QUALITY PLAN FOR DIGITAL DELIVERABLES

1. The CM shall submit to the Tollway PM a Quality Plan for Digital Deliverables (QPDD). The QPDD shall address electronic field survey data acquisition and processing implementation procedures. The plan shall identify who on the CM team is responsible for collecting the digital deliverables, and who is reviewing these deliverables. The individuals responsible for field data acquisition, data processing, generating documents, models and output files shall be listed. The qualifications of the individuals listed in the plan shall meet a minimum criteria of 1 year of construction jobsite inspection experience.
2. The equipment and software utilized for data collection and processing shall be listed. An outline of the steps taken to provide accurate measurements in the field shall be included in the plan. The plan shall address the CM's methods and frequency for site calibration checks, spot checks with the Contractor during construction and final checks used at the completion of work. If GPS rovers will be used, the CM shall provide the procedures that will be used to secure accurate field data.

III. REQUIRED SUBMITTALS TO THE AUTHORITY

1. Submittal requirements shall be in accordance with the CM Manual.
2. The CM shall provide As-Builts, As-Constructed Utilities and Record models in the form of both PDF and DGN.
 - a. As-Builts shall be delivered in accordance with the CM manual.
 - b. As-Constructed Utilities shall be submitted on a monthly basis to the CCM.
 - i. Text files of all data shots in format specified in section II.
 - ii. Reports of field changes.
 - iii. Supporting DGN files.

IV. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

In addition to the items to be provided as described in the CM Manual, the following will be supplied:

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Two copies of the contract documents referenced in Section I, above.
4. Addendums and construction revisions to the model files including surface updates.

PROJECT SCHEDULE
Contract No. I-19-4478
Roadway Reconstruction and Widening, Tri-State Tollway (I-294)
St. Charles Road to North Avenue/Lake Street
(M.P. 32 to M.P. 33)

SCHEDULE

1.	Proposal Meeting	week of 03/02/2020
2.	CM Proposal Submittal	03/09/2020
3.	CM Proposal Approval	03/09/2020
4.	Board Award	03/26/2020
5.	CM Contract Anticipated NTP	06/01/2020
6.	Construction Anticipated NTP	12/30/2020
7.	Construction Start	12/30/2020
8.	Construction Contract Completion	10/30/2024
9.	CM Contract Substantial Completion	06/01/2025
10.	CM Contract Expiration Date	06/01/2027

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway projects. The System provides a number of benefits to the project participants, including:

- 1) Simplification of communications/online collaboration.
- 2) Automated tracking of time-sensitive items.
- 3) Automated reporting.
- 4) Common document management and storage as electronic documents will reside in a central repository.
- 5) Audit trail of information so project participants will be able to determine who did what and when.
- 6) Real-time access and exchange of information.
- 7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to receiving access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

- 1.0** Consultant shall utilize the Tollway web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0** Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with the Tollway website implementation and support staff.
- 3.0** Consultant is required but not limited to submit the following using the System:
 - 3.1** Submittal schedule, submittals shall be processed using the System to provide a record of activity.

- 3.2 Progress reports.
 - 3.3 Inspection reports.
 - 3.4 Requests for information, project clarifications, general communication and project related issues.
 - 3.5 Meeting agendas, no later than 3 days before meeting.
 - 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.
- 4.0** Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:
- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
 - 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
 - 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
 - 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
 - 4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners⁶	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

¹ Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

² Adobe Acrobat Reader is free software available for download at <http://www.adobe.com/>

³ Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

⁴ A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT G

Contract No. I-19-4478

Peralte - Clark, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-17-4304	DUR PII, Various various, as need	\$252,281.44	\$15,000.00	12/31/2020
I-17-4305	PII Various Bridges	\$144,595.20	\$15,000.00	12/31/2020
I-17-4306	PII Various Bridges	\$181,072.85	\$55,000.00	12/31/2020
I-17-4310	PII MOT for Advanced Work	\$815,820.00	\$165,000.00	12/31/2020
I-18-4411	CM Services, MLB, Central Tri-State	\$1,681,714.13	\$1,300,000.00	7/31/2023

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)	\$ _____	-

7	_____		
	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)	\$ _____	-

8	_____		
	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)	\$ _____	-

9	_____		
	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)	\$ _____	-

10	_____		
	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)	\$ _____	-

11	_____		
	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)	\$ _____	-

12	_____		
	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)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

 -

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

 -

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

 -

Contract Information Sheet

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

Consultant Name: Pinpoint Precision, LLC

Contract Number: I-19-4478

Proposal Date: 3/25/2020

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-19-4478

Consultant: Pinpoint Precision, 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-19-4478
Pinpoint Precision, LLC
SCOPE OF SERVICES

See Attached.

Exhibit F

Scope of Work

**Roadway Reconstruction and Widening
Tri-State Tollway (I-294)
St. Charles Road to North Avenue/Lake Street
(M.P. 32 to M.P. 33)**

Contract No. I-19-4478

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to perform Phase III engineering services for proposed the widening and reconstruction for the Central Tri-State Tollway between St. Charles Road and North Avenue/Lake Street (M.P. 32 to M.P. 33), in Cook County, Illinois.

The Consultant will perform on-site inspection, review layout of contract including design changes, prepare records, maintain documentation, submit pay estimates, change orders, extra work orders, and any other duties requiring the services of an engineer to complete projects on a timely basis and in accordance with Tollway manuals and specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Illinois Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in pdf format as well as electronic design format (DGN and XML) and follow the CADD Standards Manual. All CADD file documents shall be required to contain all record drawing modifications.

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The CM shall furnish services in accordance with the articles contained in the Tollway CM Manual dated March 2020, and all applicable Tollway Criteria, Manuals, Bulletins and the Contract Requirements of each Construction Project.
2. Also please be aware that the Tollway contract with the designer of the construction project does not include reviewing contractor submittals or, in general, responding to contractor requests for information (RFI). Such services are to be considered part of the CM services under this contract and are described in the CM Manual.

B. CONTROL OF STAFF LEVEL

CM services shall provide the Tollway PM with the following.

1. Prior to each month, CM to submit an estimate on anticipated expenditures for the upcoming month that considers the entire CM team. Estimate to include a very brief explanation on the services to be provided. Anticipated expenditures to cover labor hours and project costs. The brief explanation to also summarize any significant difference between the labor hour estimates and the associated Exhibit A's from the Proposal.
2. Just after each mid-month date, CM to provide an assessment on how monthly expenditures are proceeding relative to the estimate and indicate any adjustments to the estimate as warranted.
3. Soon after each month's end, CM to report actual expenditures with a very brief explanation on the differences between the actual and estimated amounts.

4. As soon as practicable, CM to inform the Tollway PM of any proposed/directed change to the CM effort that does not come from the Tollway PM along with an evaluation on its impact to the Upper Limit of Compensation.

C. DATA COLLECTION OF UTILITIES AND SUBSURFACE ATTRIBUTES

1. The CM will be responsible to observe and document all utility relocations, new service installations, and subsurface attributes and include location and depth on a monthly basis to the Construction Corridor Manager (CCM) as well as within the As-Built file. The CM will be required to obtain, process and deliver As-Constructed deliverables using 3-dimensional (3D) data acquired during construction for all installed Illinois Tollway utilities and third-party utilities installed within the Illinois Tollway ROW. The CM will be required to coordinate with third parties installing utilities within the jobsite for the schedule and workflow of the data collection. The CM shall obtain utility point information during construction to get accurate locations on the utility as it is installed.
 - a. It is preferred when possible to obtain Quality Level (QL) A. When QL A is not able to be achieved, it is desired to work to the appropriate subsequent QL. The definitions of the various QLs are listed below:
 - i. QL-A indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point.
 - ii. QL-B indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.
 - iii. QL-C indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating such information to QL D information.
 - iv. QL-D indicates information derived from existing records and oral recollections.
 - b. Collected data shall be at a minimum accuracy of 0.0416' V and 0.05' H. If the CM is not able to achieve this level of accuracy for any part of the data collection, please notify and request guidance from the CCM.

- c. Collected data shall be put in a text file and include Point Number, Northing, Easting, Elevation, Point Code (Pcodes), and a Note. Definitions for Tollway CTS Pcodes will be provided by the CCM.

C. CM QUALITY PLAN FOR DIGITAL DELIVERABLES

1. The CM shall submit to the Tollway PM a Quality Plan for Digital Deliverables (QPDD). The QPDD shall address electronic field survey data acquisition and processing implementation procedures. The plan shall identify who on the CM team is responsible for collecting the digital deliverables, and who is reviewing these deliverables. The individuals responsible for field data acquisition, data processing, generating documents, models and output files shall be listed. The qualifications of the individuals listed in the plan shall meet a minimum criteria of 1 year of construction jobsite inspection experience.
2. The equipment and software utilized for data collection and processing shall be listed. An outline of the steps taken to provide accurate measurements in the field shall be included in the plan. The plan shall address the CM's methods and frequency for site calibration checks, spot checks with the Contractor during construction and final checks used at the completion of work. If GPS rovers will be used, the CM shall provide the procedures that will be used to secure accurate field data.

III. REQUIRED SUBMITTALS TO THE AUTHORITY

1. Submittal requirements shall be in accordance with the CM Manual.
2. The CM shall provide As-Builts, As-Constructed Utilities and Record models in the form of both PDF and DGN.
 - a. As-Builts shall be delivered in accordance with the CM manual.
 - b. As-Constructed Utilities shall be submitted on a monthly basis to the CCM.
 - i. Text files of all data shots in format specified in section II.
 - ii. Reports of field changes.
 - iii. Supporting DGN files.

IV. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

In addition to the items to be provided as described in the CM Manual, the following will be supplied:

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Two copies of the contract documents referenced in Section I, above.
4. Addendums and construction revisions to the model files including surface updates.

PROJECT SCHEDULE
Contract No. I-19-4478
Roadway Reconstruction and Widening, Tri-State Tollway (I-294)
St. Charles Road to North Avenue/Lake Street
(M.P. 32 to M.P. 33)

SCHEDULE

1.	Proposal Meeting	week of 03/02/2020
2.	CM Proposal Submittal	03/09/2020
3.	CM Proposal Approval	03/09/2020
4.	Board Award	03/26/2020
5.	CM Contract Anticipated NTP	06/01/2020
6.	Construction Anticipated NTP	12/30/2020
7.	Construction Start	12/30/2020
8.	Construction Contract Completion	10/30/2024
9.	CM Contract Substantial Completion	06/01/2025
10.	CM Contract Expiration Date	06/01/2027

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway projects. The System provides a number of benefits to the project participants, including:

- 1) Simplification of communications/online collaboration.
- 2) Automated tracking of time-sensitive items.
- 3) Automated reporting.
- 4) Common document management and storage as electronic documents will reside in a central repository.
- 5) Audit trail of information so project participants will be able to determine who did what and when.
- 6) Real-time access and exchange of information.
- 7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to receiving access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

- 1.0** Consultant shall utilize the Tollway web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0** Within 14 calendar days of Notice to Proceed, Consultant shall designate a website manager (coordinator) who is to be the point of contact with the Tollway website implementation and support staff.
- 3.0** Consultant is required but not limited to submit the following using the System:
 - 3.1** Submittal schedule, submittals shall be processed using the System to provide a record of activity.

- 3.2 Progress reports.
 - 3.3 Inspection reports.
 - 3.4 Requests for information, project clarifications, general communication and project related issues.
 - 3.5 Meeting agendas, no later than 3 days before meeting.
 - 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.
- 4.0** Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:
- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
 - 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
 - 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
 - 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
 - 4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners⁶	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

¹ Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

² Adobe Acrobat Reader is free software available for download at <http://www.adobe.com/>

³ Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

⁴ A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT G

Contract No. I-19-4478

Pinpoint Precision, 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
I-19-4478	CM Services Tri-State (North Ave to St. Charles Road)	\$930,000.00	\$930,000.00	12/31/2024

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

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

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

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

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

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

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

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

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

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

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

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

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

** 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)

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

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

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

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

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

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

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

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

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

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

** 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: Alfred Benesch & Company

Contract Number: I-19-4478

Proposal Date: 3/25/2020

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-19-4478

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: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-19-4478

Alfred Benesch & Company

SCOPE OF SERVICES

Design Support of the Construction Manager (CM) in addressign RFI's, submittals, shop drawings and other tasks directed by the CM

EXHIBIT G**Contract No. I-19-4478****Alfred Benesch & Company****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
D-91-050-09	PTB 143,I-55 at Lorenzo Road, Phase II	\$2,030,596	\$1,609,709.18	7/5/2027
D-94-088-06	PTB 152 – I-74/I-155 Interchange	\$5,596,887	\$182,159.65	6/1/2020
D-91-191-10	PTB 154 – IL-171/First Avenue	\$7,253,203	\$63,232.94	12/1/2019
P-91-599-10	PTB 156 – 95th & Stony, Phase I	\$1,549,259	\$67,088.11	6/9/2021
P-91-597-10	PTB 157 – I-290 Widening Study	\$1,126,429	\$410,476.48	6/1/2020
D-93-022-11	PTB 159 - IL-89 over Illinois River, Phase II	\$1,412,394	\$26,646.49	8/31/2024
C-91-173-13	PTB 168 – Phase III Construction Inspection Services for U.S. 34 (Ogden Avenue) at the CNRR	\$4,661,156	\$35,953.18	12/14/2023
P-91-440-14	PTB 173 - IL 43 (Harlem Ave.), 63rd St. to 65th St.	\$564,365	\$410,051.77	10/31/2019
P-91-348-15	PTB 176 – Various Phase I Studies	\$1,123,240.50	\$252,187.82	10/19/2023
D-91-368-18	PTB 189, Item 11, I-55 from I-80 to US 52, Phase II DDI	\$4,700,685	\$4,700,685	7/25/2029
D-92-064-19	PTB 193, Items 20 I-39 from North of Blackhawk Rd to I-90	\$10,000,000	\$10,000,000	6/1/2022
C-91-174-17	PTB 183 - Weber Road - Phase III - Weber Road at I-55 Interchange	\$10,399,476	\$6,850,356.19	12/31/2020
C-91-090-18	PTB 192, Item 6 - I-94 at Montrose CM	\$500,000	\$500,000	10/31/2020
I-11-4018	PSB 11-4 – Jane Adams Memorial Reconstruction – Higgins Rd to Randall Rd; I-90 DSE & DCM	\$11,545,793	\$87,980.72	4/27/2021
I-14-4188	PSB 14-1, Item 3 – I-90, IL 53 to Arlington Heights Rd. Widening	\$9,005,385	\$45,163.18	11/30/2020
I-14-4189	PSB 14-1 – Westbound Roadway & Bridge to IL 31 to the Fox River	\$91,000	\$46,150.72	11/30/2020
RR-14-9171	PSB 14-3 - Construction Management Services Upon Request	\$360,000	\$44,087.88	12/31/2019
I-15-4656	PSB 15-2 - EOWA, I-294 to I-90, Tri-State and Franklin /Green Street, Phase II	\$24,442,011	\$4,422,442.60	5/31/2024
I-17-4301	PSB 17-3, Item 6 - Tri-State Tollway St Charles Rd to North Ave/Lake St	\$10,400,000	\$1,194,470.47	9/28/2027
I-18-4411	PSB 18-3 - I-294 Mile-Long Bridge CM	\$9,596,000	\$8,701,059.34	7/1/2025
I-18-4424	PSB 18-4 - Tri-State As-Needed Phase II	\$376,826.40	\$368,846.40	12/31/2026

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</p> <hr/> <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> <hr/> <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> <hr/> <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> <hr/> <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> <hr/> <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> <hr/> <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> <hr/> <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> <hr/> <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> <hr/> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>11</p> <hr/> <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> <hr/> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>12</p> <hr/> <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 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)

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

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

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

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

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

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

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

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

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

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

** 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: TranSystems Corporation

Contract Number: I-19-4478

Proposal Date: 3/25/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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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
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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
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Utility exploratory trenching	Actual Cost

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**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-19-4478

Consultant: TranSystems Corporation

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-19-4478

TranSystems Corporation

SCOPE OF SERVICES

See attached Exhibit F, Scope of Work - Roadway Reconstruction and Widening Tri-State Tollway (I-294) St. Charles Road to North Avenue/Lake Street (M.P. 32 to M.P. 33), Contract No. I-19-4478, dated March 30, 2020 as provided by the Illinois State Toll Highway Authority.

Exhibit F

Scope of Work

**Roadway Reconstruction and Widening
Tri-State Tollway (I-294)
St. Charles Road to North Avenue/Lake Street
(M.P. 32 to M.P. 33)**

Contract No. I-19-4478

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to perform Phase III engineering services for proposed the widening and reconstruction for the Central Tri-State Tollway between St. Charles Road and North Avenue/Lake Street (M.P. 32 to M.P. 33), in Cook County, Illinois.

The Consultant will perform on-site inspection, review layout of contract including design changes, prepare records, maintain documentation, submit pay estimates, change orders, extra work orders, and any other duties requiring the services of an engineer to complete projects on a timely basis and in accordance with Tollway manuals and specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Illinois Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in pdf format as well as electronic design format (DGN and XML) and follow the CADD Standards Manual. All CADD file documents shall be required to contain all record drawing modifications.

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The CM shall furnish services in accordance with the articles contained in the Tollway CM Manual dated March 2020, and all applicable Tollway Criteria, Manuals, Bulletins and the Contract Requirements of each Construction Project.
2. Also please be aware that the Tollway contract with the designer of the construction project does not include reviewing contractor submittals or, in general, responding to contractor requests for information (RFI). Such services are to be considered part of the CM services under this contract and are described in the CM Manual.

B. CONTROL OF STAFF LEVEL

CM services shall provide the Tollway PM with the following.

1. Prior to each month, CM to submit an estimate on anticipated expenditures for the upcoming month that considers the entire CM team. Estimate to include a very brief explanation on the services to be provided. Anticipated expenditures to cover labor hours and project costs. The brief explanation to also summarize any significant difference between the labor hour estimates and the associated Exhibit A's from the Proposal.
2. Just after each mid-month date, CM to provide an assessment on how monthly expenditures are proceeding relative to the estimate and indicate any adjustments to the estimate as warranted.
3. Soon after each month's end, CM to report actual expenditures with a very brief explanation on the differences between the actual and estimated amounts.

4. As soon as practicable, CM to inform the Tollway PM of any proposed/directed change to the CM effort that does not come from the Tollway PM along with an evaluation on its impact to the Upper Limit of Compensation.

C. DATA COLLECTION OF UTILITIES AND SUBSURFACE ATTRIBUTES

1. The CM will be responsible to observe and document all utility relocations, new service installations, and subsurface attributes and include location and depth on a monthly basis to the Construction Corridor Manager (CCM) as well as within the As-Built file. The CM will be required to obtain, process and deliver As-Constructed deliverables using 3-dimensional (3D) data acquired during construction for all installed Illinois Tollway utilities and third-party utilities installed within the Illinois Tollway ROW. The CM will be required to coordinate with third parties installing utilities within the jobsite for the schedule and workflow of the data collection. The CM shall obtain utility point information during construction to get accurate locations on the utility as it is installed.
 - a. It is preferred when possible to obtain Quality Level (QL) A. When QL A is not able to be achieved, it is desired to work to the appropriate subsequent QL. The definitions of the various QLs are listed below:
 - i. QL-A indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point.
 - ii. QL-B indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.
 - iii. QL-C indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating such information to QL D information.
 - iv. QL-D indicates information derived from existing records and oral recollections.
 - b. Collected data shall be at a minimum accuracy of 0.0416' V and 0.05' H. If the CM is not able to achieve this level of accuracy for any part of the data collection, please notify and request guidance from the CCM.

- c. Collected data shall be put in a text file and include Point Number, Northing, Easting, Elevation, Point Code (Pcodes), and a Note. Definitions for Tollway CTS Pcodes will be provided by the CCM.

C. CM QUALITY PLAN FOR DIGITAL DELIVERABLES

1. The CM shall submit to the Tollway PM a Quality Plan for Digital Deliverables (QPDD). The QPDD shall address electronic field survey data acquisition and processing implementation procedures. The plan shall identify who on the CM team is responsible for collecting the digital deliverables, and who is reviewing these deliverables. The individuals responsible for field data acquisition, data processing, generating documents, models and output files shall be listed. The qualifications of the individuals listed in the plan shall meet a minimum criteria of 1 year of construction jobsite inspection experience.
2. The equipment and software utilized for data collection and processing shall be listed. An outline of the steps taken to provide accurate measurements in the field shall be included in the plan. The plan shall address the CM's methods and frequency for site calibration checks, spot checks with the Contractor during construction and final checks used at the completion of work. If GPS rovers will be used, the CM shall provide the procedures that will be used to secure accurate field data.

III. REQUIRED SUBMITTALS TO THE AUTHORITY

1. Submittal requirements shall be in accordance with the CM Manual.
2. The CM shall provide As-Builts, As-Constructed Utilities and Record models in the form of both PDF and DGN.
 - a. As-Builts shall be delivered in accordance with the CM manual.
 - b. As-Constructed Utilities shall be submitted on a monthly basis to the CCM.
 - i. Text files of all data shots in format specified in section II.
 - ii. Reports of field changes.
 - iii. Supporting DGN files.

IV. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

In addition to the items to be provided as described in the CM Manual, the following will be supplied:

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Two copies of the contract documents referenced in Section I, above.
4. Addendums and construction revisions to the model files including surface updates.

PROJECT SCHEDULE
Contract No. I-19-4478
Roadway Reconstruction and Widening, Tri-State Tollway (I-294)
St. Charles Road to North Avenue/Lake Street
(M.P. 32 to M.P. 33)

SCHEDULE

1.	Proposal Meeting	week of 03/02/2020
2.	CM Proposal Submittal	03/09/2020
3.	CM Proposal Approval	03/09/2020
4.	Board Award	03/26/2020
5.	CM Contract Anticipated NTP	06/01/2020
6.	Construction Anticipated NTP	12/30/2020
7.	Construction Start	12/30/2020
8.	Construction Contract Completion	10/30/2024
9.	CM Contract Substantial Completion	06/01/2025
10.	CM Contract Expiration Date	06/01/2027

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway projects. The System provides a number of benefits to the project participants, including:

- 1) Simplification of communications/online collaboration.
- 2) Automated tracking of time-sensitive items.
- 3) Automated reporting.
- 4) Common document management and storage as electronic documents will reside in a central repository.
- 5) Audit trail of information so project participants will be able to determine who did what and when.
- 6) Real-time access and exchange of information.
- 7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to receiving access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

- 1.0** Consultant shall utilize the Tollway web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0** Within 14 calendar days of Notice to Proceed, Consultant shall designate a website manager (coordinator) who is to be the point of contact with the Tollway website implementation and support staff.
- 3.0** Consultant is required but not limited to submit the following using the System:
 - 3.1** Submittal schedule, submittals shall be processed using the System to provide a record of activity.

- 3.2 Progress reports.
 - 3.3 Inspection reports.
 - 3.4 Requests for information, project clarifications, general communication and project related issues.
 - 3.5 Meeting agendas, no later than 3 days before meeting.
 - 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.
- 4.0** Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:
- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
 - 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
 - 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
 - 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
 - 4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners⁶	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

¹ Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

² Adobe Acrobat Reader is free software available for download at <http://www.adobe.com/>

³ Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

⁴ A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT G

Contract No. I-19-4478

TranSystems Corporation

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
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See Attached.

EXHIBIT G**Contract No. I-19-4478****TranSystems Corporation****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
P401040089	Quentin Road Phase I	1,225,372.06	19,581.63	5/31/2020
P401050132	N. Aurora Road RR Underpass	699,809.00	6,996.44	9/30/2020
P401060092	No Aurora Rd Underpass	2,023,898.35	798,236.85	9/30/2021
P401090043	Old McHenry Rd Ph 2 Downtown	845,625.82	7,207.86	3/31/2020
P401090176	Hart Rd at US Rte 14 Ph 2	1,103,031.73	6,671.05	11/30/2020
P401090193	North Aurora Road East	1,406,210.00	33,094.84	12/31/2021
P401100065	County Line Road	254,909.87	4,361.95	10/31/2020
P401100128	LCDOT Program Management	2,433,477.00	36,615.38	6/30/2020
P401100162	Gross Point Road Phase 2	349,790.44	132,327.28	5/31/2021
P401110012	IDOT PTB 158-01 Central Ave	467,621.00	68,829.61	12/31/2020
P401110077	IL 53/120 Corridor Planning	4,000,000.00	794,354.76	6/30/2022
P401110104	IDOT PTB 164-Joliet Bridge	211,418.77	34,626.64	6/30/2021
P401110137	IL120 Corridor at Gilmer	1,798,801.63	734,113.02	12/31/2020
P401120137	IDOT PTB 163 Circle Ph II	23,636,121.00	2,214,339.70	12/31/2020
P401130033	NS Kansas City IMF	828,017.00	6,979.91	3/31/2020
P401130061	Randall Road - Phase II	9,099,876.00	1,246,841.50	12/31/2021
P401130074	Old Orchard Road Corridor	725,456.34	83,415.50	12/31/2021
P401130100	IDOT 169-01 Quigg I-290	191,030.00	47,865.67	3/31/2020
P401130142	IDOT 169-02 ABNA I-290	151,661.00	3,220.33	4/15/2020
P401130144	Quentin Road Supplement	1,784,107.99	543,866.75	6/30/2022
P401140074	Division & Gougar Intersection	184,987.32	6,186.42	3/31/2020
P401140088	Central Tri-State Tollway	23,374,330.97	50,161.80	2/28/2022
P401150069	41st Street Pedestrian Bridge	2,223,149.00	31,063.77	8/31/2020
P401150090	BNSF Lorenzo Road Intermodal	3,961,341.00	2,511,608.25	12/31/2024
P401150094	IDOT PTB 179-005 I-90/94	3,785,553.00	27,001.89	6/30/2020
P401150101	Schaumburg: Meacham Road	894,289.52	4,877.15	12/31/2020
P401150111	Skokie: Old Orchard Road	577,634.27	30,550.60	12/31/2020
P401150112	Joliet Intrmodl Lead Trk/	1,855,951.01	174,797.04	12/31/2020
P401160010	Houbolt Rd at I-80 DDI	2,651,932.18	67,253.74	12/31/2020
P401160023	North Aurora Rd Phase 3	1,137,851.00	1,137,851.00	6/30/2022
P401160040	Central Ave Phase 2 and P	74,162.27	681.76	8/1/2020
P401160050	Dauberman Rd Ph 2 StartUp	735,220.00	180,532.98	8/31/2021
P401160054	No Central DuPage Reg Trail	190,285.32	186,389.69	6/1/2021
P401160062	Dillon Inland Port - Design	605,031.75	13,274.90	12/31/2021
P401160066	York Grade Sep Feasibility	35,356.92	4,694.29	5/31/2020
P401160069	Elmhurst: General Engineer	15,000.00	4,295.25	12/1/2020
P401160078	I-90/94 at I-290/Watermain	298,470.00	28,879.43	6/1/2020

EXHIBIT G

Contract No. I-19-4478

TranSystems Corporation

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
P401170022	Washington Street Green	99,985.69	1,602.12	6/30/2020
P401170027	RR-16-4275, Edens Spur	1,213,637.43	78,531.53	12/31/2020
P401170028	Poly USA Industrial	61,869.00	643.73	4/30/2020
P401170033	Central Tri-State Design	23,000,000.00	3,435,732.92	10/30/2024
P401170060	I-17-4680, PSB 17-3	978,450.00	281,491.50	6/30/2020
P401170068	Elk Grove: Devon Avenue	30,648.28	1,129.16	12/31/2020
P401170070	Wando Densification	494,238.00	66,557.78	12/31/2021
P401170097	CCDOH Ph II - WO#3 - Calumet	102,354.30	7,295.47	11/30/2020
P401170100	I-80 at US 30	7,028,363.00	4,864,470.78	12/31/2021
P401170106	BNSF Barstow Intermodal	1,391,252.00	33,940.93	12/31/2020
P401170108	Dempster-Niles Center-Skokie	48,323.55	4,223.65	5/31/2021
P401170121	I-18-4357, Tri-State CUR	750,000.00	419,026.57	12/31/2020
P401170133	Roselle Road Bike Bridge	415,542.34	42,605.43	6/30/2020
P401180007	BNSF Corwith Yard – Drain	352,063.00	50,068.96	6/30/2020
P401180015	Houbolt Road Water Main	101,152.03	10,412.60	12/31/2020
P401180030	Lies Rd Bike Path Phase 2	108,480.00	105,807.69	11/15/2021
P401180033	UPRR-Joliet Construction	600,058.00	311,044.63	12/31/2020
P401180038	BNSF LPC Auto Lot Expansipm	48,149.00	11,885.02	6/30/2020
P401180048	CCDOH WO#7 - Crawford Ave.	48,387.83	8,088.54	11/30/2020
P401180060	Lake County: Russell Road	1,257,244.00	826,854.77	12/31/2020
P401180062	BNSF Barstow CM - Interim	403,720.00	70,467.77	4/20/2020
P401180068	RR-18-4434 CUR, I-88	500,000.00	343,708.33	12/31/2020
P401180069	Oak Park: Lake Street Imp.	1,540,726.00	1,284,884.44	1/31/2021
P401180070	BNSF Barstow Interim	162,238.00	22,759.32	6/30/2020
P401180073	BNSF LPC Traffic Study Update	39,947.00	667.37	6/30/2020
P401180077	CCDOH WO#09 - Touhy Ave.	70,722.00	2,289.66	10/31/2020
P401180078	CCDOH - WO #10: I-294 Bioswale	13,614.00	790.15	10/31/2020
P401180080	Wilmette: Central Avenue	608,296.83	2,147.79	12/31/2020
P401180081	Northfield Road - Ph III	186,939.54	43,887.33	5/31/2020
P401180092	BNSF LPC Auto Lot Expansion	271,260.00	270,441.08	6/30/2020
P401180096	CH23/Naperville Rd at IL 38	255,917.54	180,519.46	6/30/2022
P401190016	CCDOH WO#12 - PPRP North	317,785.00	170,334.63	6/30/2021
P401190018	BNSF Barstow Logistic Center	253,675.00	71,015.91	12/31/2020
P401190020	DWM: TO13 - 85th and 87th	385,903.00	130,647.25	3/31/2020
P401190028	UP - Concept Working Track	65,707.00	507.88	6/30/2020
P401190031	CCDOH WO #13 - FC & Route	298,379.00	86,236.97	4/30/2020
P401190032	UP Global II Capacity Exp	838,563.00	188,481.18	10/31/2020

EXHIBIT G**Contract No. I-19-4478****TranSystems Corporation****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
P401190040	Rock Run Crossings	327,800.00	311,650.00	12/31/2022
P401190047	BNSF Hudson IMF	790,741.00	671,147.93	12/31/2020
P401190048	I-94 Kennedy Expy at Mont.	150,224.00	150,224.00	6/30/2021
P401190049	UP Global II Construction	62,090.00	24,450.07	3/31/2020
P401190052	BNSF LPC Auto to IMF Conv.	872,191.00	859,392.82	12/31/2022
P401190066	Kautz Rd - IL 38 to IL 64	199,601.97	85,192.73	6/30/2021
P401190071	CenterPoint - Richland WA	25,000.00	12,972.50	6/30/2020
P401190075	I-19-4469 US 20 over Jane Addams	95,848.00	88,474.32	12/31/2020
P401190081	BNSF Denver LP	646,979.00	471,916.19	12/31/2020
P401190086	PTB 184: WO #4 - IL 1	27,197.00	2,522.92	4/30/2020
P401190087	WO#35 Bridge Hydraulic Analysis	443,776.83	119,986.31	3/31/2020
P401190099	Kautz Road Phase I- STC	94,599.93	35,054.23	6/30/2021
P401190105	BNSF Study - Analyzing	9,029.00	4,449.94	12/31/2020
P401190130	Streamwood: IL Route 59	19,820.00	14,482.96	6/30/2020
P401200002	ExxonMobil Joliet Rail Yard	54,600.00	54,600.00	6/30/2020
P401200012	CCDOH WO#17 - PPRP No.	63,441.00	56,827.93	6/30/2020
P401200015	CCDOH WO#18 - 175th St.	147,700.00	147,700.00	10/31/2020
P404150020	Dunham FP Trail Ph II	123,842.59	8,501.67	12/31/2020
P404160047	Chicago Street Re-Opening	278,557.00	248,237.03	5/31/2021
P404180009	ISTHA: I-18-4412, BNSF	7,925,000.00	6,475,259.32	1/2/2023
P404180027	NICTD - Hegewisch	120,613.00	53,478.08	6/30/2020
P317160022	GDOT: Transit On-Call Task	131,336.89	46,596.15	6/13/2020
P401150086	Kane County - Dauberman Rd.	1,188,751.22	23,924.39	11/30/2020
P401160043	York St at Butterfield Rd	137,379.29	54,695.24	3/31/2020
P401170049	143rd St Lemont Rd	455,620.00	450,931.12	12/31/2022
P401170072	Ackman Road Feasibility Study	295,858.70	110,447.97	9/30/2020
P401170122	Houbolt Road Bridge - Own	2,074,583.32	1,472,244.34	9/30/2020
P401180057	IDOT PTB 159 (WO12) PM Serv.	195,810.00	3,021.07	12/31/2020
P401180093	Church St & Main St Two	799,243.56	526,053.21	12/31/2020
P401190015	CCDOH WO#11 - Program Mgmt	305,082.00	273,722.87	2/28/2021
P401190067	CCDOH WO#14 - 87th St.	268,434.00	194,641.02	9/30/2020
P401190073	CCDOH WO15 - Rehabilitation	514,852.00	418,591.39	7/31/2021
P401190077	Randall Rd & IL-72 Traffic	61,000.00	47,298.38	4/30/2021
P401190082	IDOT PTB 159 - WO #14	279,177.00	165,997.18	2/28/2021
P401190128	IL-83 Slip Ramp Concept	4,979.00	4,979.00	6/1/2020
P404120004	CTA Task Order 6D	219,892.00	39,092.20	6/30/2020
P404120020	Whitman Interchange	456,953.00	131,102.35	12/31/2020

EXHIBIT G**Contract No. I-19-4478****TranSystems Corporation****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
P404120034	Arsenal/Manhattan Road Ph	1,094,236.22	18,912.14	6/30/2020
P404130017	Pace: ART Design	1,048,383.00	84,209.37	7/31/2020
P404130033	98th Shop Hoist & Spin	753,490.00	288,557.56	6/30/2020
P404130046	Chicago Tunnel Systems	7,724,787.49	2,883,169.43	1/15/2021
P404140003	CDOT: State and Lake State	9,999,991.00	9,999,991.00	12/31/2022
P404140011	CTA TSP Western-Ashland	2,014,816.00	33,177.74	3/31/2020
P404140032	CDOT: QC/QA 2016	22,657,328.97	8,543,328.67	12/31/2021
P404150006	Elmhurst Ph 1 PES Rte 83	214,543.00	177,629.74	4/21/2021
P404150045	CDOT: South Lakefront	419,892.00	15,574.21	3/31/2020
P404150080	CDOT: South Water Street	7,066.24	4,635.23	11/17/2020
P404160009	CTA: North/Cental Ashland	1,794,836.07	1,577,420.07	2/28/2022
P404160010	Pace Pulse Dempster Station	1,488,651.04	1,235,226.31	9/5/2024
P404160032	MD-North Line Bridge A32	3,032,115.75	1,029,498.61	12/30/2020
P404160033	RID BR 43rd and Root St.	663,534.00	50,395.50	12/31/2020
P404160035	UPRR North line Peterson	262,705.38	20,905.02	12/31/2020
P404170028	Cline Avenue Bridge Indep.	599,502.47	105,670.18	9/30/2020
P404180019	Cline Avenue & S. Norfolk	506,129.18	34,123.33	3/31/2020
P404180031	CTA GEC - Ravenswood Branch	710,259.74	391,549.51	5/31/2020
P404180034	Brandon Road Development	19,800.00	1,075.64	3/31/2020
P404180038	CDA: ORD Terminal 5 Garage	423,436.00	366,893.28	2/3/2022
P404180040	CCDOH WO8 - CM Database	24,992.00	1,992.77	7/25/2020
P404180042	Northwest Municipal Conf.	50,682.80	1,236.24	1/31/2021
P404190005	Gainesville Regional Airport	159,906.84	14,643.43	4/9/2020
P404190009	YUL Moving RAC Garage/CSB	101,250.00	9,376.30	12/31/2020
P404190026	Task #331 Spring Street	38,589.00	14,479.86	7/31/2020
P404190027	SJC Lavatory Waste Facility	19,845.00	7,288.96	9/30/2020
P404190048	Hertz LAS Conrac	30,000.00	3,760.53	6/30/2020
P404190056	Hertz Planning + Design	257,000.00	121,197.93	8/30/2020
P404190060	Pensacola Terminal Planning	39,000.00	20,916.28	6/7/2020
P404190063	Peace Rd Feasibility Stud	53,973.00	53,973.00	3/31/2020
P404190070	Chicago Lock Chamber Wall	6,604.00	2,084.38	5/20/2020
P404190071	MRY, IPO-1 Project Manage.	2,500.00	1,500.00	10/1/2023
P501180073	BLI Bellingham QTA	11,000.00	8,250.00	12/31/2020
P501190008	SFO CAD/GIS 2019 Services	244,300.00	67,609.99	3/31/2021
Pending	I-80 DCM and Design	Pending	Pending	Pending

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)	\$ _____	-

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)	\$ _____	-

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

12	_____		
	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)

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

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

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

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

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

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

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

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

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

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

** 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: \$ -