

04/18/19

6.3/7

RESOLUTION NO. 21789

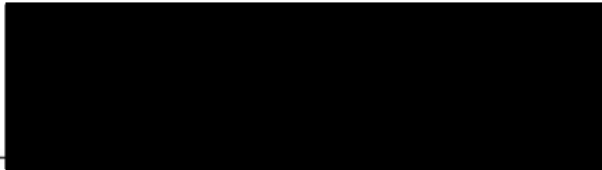
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Construction Management Services Upon Request on the Reagan Memorial Tollway (I-88) and Systemwide on Contract No. RR-18-4434.

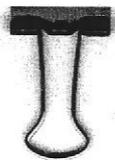
Infrastructure Engineering, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,000,000.00. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement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

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Infrastructure Engineering, Inc. to obtain Construction Management Services Upon Request, for Contract No. RR-18-4434 with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval of the General Counsel. The Chairman or the Acting Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 

Chairman



CONSTRUCTION UPON REQUEST
CONSTRUCTION MANAGER AGREEMENT

The Board of Directors, on the 18th day of **April, 2019**, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **INFRASTRUCTURE ENGINEERING, 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 29, 2019**, to provide construction management services for Contract No. **RR-18-4434** for **I-88 Systemwide, Construction Management Upon Request, On-call and As-needed**; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-4, Item 4**, 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. **RR-18-4434** for **I-88 Systemwide, Construction Management Upon Request, On-call and As-needed** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the CONSTRUCTION MANAGER of **March 29, 2019**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

B. All services performed by 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.

THIS PROPOSAL FOR CONSTRUCTION MANAGER SERVICES FOR

CONTRACT RR-18-4434

SUBMITTED BY:

FIRM NAME: Infrastructure Engineering, Inc.

ADDRESS: One South Wacker Drive, Suite 2650

**CITY, STATE &
ZIP CODE:** Chicago, Illinois 60606

TELEPHONE: 312-425-9560

FACSIMILE: 312-425-9564

SIGNED BY: 

PRINTED NAME: Michael Sutton

TITLE: President

1.4.4 Item 4. RR-18-4434, I-88 and Systemwide, Construction Management Services Upon Request

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

Phase III engineering services are required for the construction inspection, and supervision at selected locations on the Tollway system. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical tasks will include, but not be limited to:

1. Reagan Memorial Tollway Roadway and Bridge Rehabilitation (Contract RR-18-4379, M.P. 113.5 [Illinois Route 56] to M.P. 118.2 [Aurora Toll Plaza])
2. Reagan Memorial Tollway Roadway and Bridge Preservation (Contract RR-18-4381, M.P. 118.2 [Aurora Toll Plaza] to M.P. 123.4 [IL 59]).
3. On call and as- needed work related on the Tollway system.

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

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

Firms must be prequalified by IDOT in the following category:

Special Services (Construction Inspection)

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

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

Schedule: This project is scheduled to start in 2019.

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

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

training on the system.

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

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

Contract: RR-18-4434

Prime: Infrastructure Engineering

Key Personnel

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

Exhibit A – Proposed Staff

PSB 18-4

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



Project Manager (Items 1 thru 7)			
Name:	Clinton Ferguson		
Firm:	Infrastructure Engineering Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062062079		
Year Registered:	2009	State:	IL
Office Address:	One S. Wacker, Dr., Ste. 2650		
City:	Chicago	State:	IL

Project Engineer (Items 1 & 3)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Roadway Design (Items 1 & 3)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Structural Design (Items 1 & 3)			
Name:			
Firm:			
Category:	IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

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

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

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

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

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

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

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

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

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

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

QC/QA Roadway (Item 1, 2 and 3)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

QC/QA Structural (Item 1, 2 and 3)			
Name:			
Firm:			
Category:	IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

✓ Resident Engineer (Items 2, 4 thru 7)			
Name:	Jeffrey Pollack		
Firm:	Infrastructure Engineering Inc		
Category:	IL Licensed Professional Engineer		
License #:	062053249		
Year Registered:	1999	State:	IL
Office Address:	One S. Wacker Dr., Ste. 2650		
City:	Chicago	State:	IL

✓ Material Coordinator (Items 2, 4 thru 7)			
Name:	Dipak Gheewala		
Firm:	DLZ Illinois, Inc.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	8430 W. Bryn Mawr Ave. Ste. 100		
City:	Chicago	State:	IL

✓ Document Technician (Items 2, 4 thru 7)			
Name:	Julius Cousin		
Firm:	Infrastructure Engineering Inc.		
Category:	Documentation Certification Number- IDOT class S-14		
License #:	15-0008; 062067531		
Year Registered:	2015	State:	IL
Office Address:	One S. Wacker Dr., Ste. 2650		
City:	Chicago	State:	IL

✓ Material QA Technician (Items 2, 4 thru 7)			
Name:	Koshykunju Jacob		
Firm:	Wang Engineering, Inc.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	1145 N. Main Street		
City:	Lombard	State:	IL

Subject	Sub - Firm Legal Name	FEIN Number	% of Work to be Completed by Sub Consultant	Project Manager Name	Contact eMail	Role of Sub Consultant	Male or Female	Multiple Owners	ESOP	Ethnicity	DBE?	DBE (Disadvantaged Business Enterprise) Program	Veteran Status	P4G	P4G Partner
Item # 18-4: Item 4: RR-18-4434, I-88 and Systemwide, Construction Management Services Upon Request: (216 records) Process Document: SOIR2 #00035 - Item04_INFRAS_PSB18-4_InfrastructureEngineering_11052018 (8 records)															
Item04_INFRAS_PSB18-4_InfrastructureEngineering_11052018	AAA Engineering, LTD	[REDACTED]	5.00	Alex Farekas	bforenstein@aaengineering.net	Construction Inspection	Female	No	No	Caucasian	DBE	IL UCP - Illinois Department of Transportation (IDOT)	N/A	No	N/A
Item04_INFRAS_PSB18-4_InfrastructureEngineering_11052018	DLZ Illinois, Inc.		10.00	Gregory Brumm	gbrumm@dlz.com	Materials Coordinator	Male	Yes	No	Asian Indian	N/A	N/A	N/A	No	N/A
Item04_INFRAS_PSB18-4_InfrastructureEngineering_11052018	Jureau Associates, Inc. P.C.		5.00	John Naughton	jnaughton@jaipc.com	Construction Inspection	Male	Yes	No	Caucasian	N/A	N/A	VOSB	No	N/A
Item04_INFRAS_PSB18-4_InfrastructureEngineering_11052018	OSEH Inc.		5.00	Akiwumi Attawia	aattawia@osehinc.com	Construction Inspection	Male	No	No	African American	DBE	IL UCP - Illinois Department of Transportation (IDOT)	N/A	Yes	Infrastructure Engineering Inc.
Item04_INFRAS_PSB18-4_InfrastructureEngineering_11052018	Sanchez & Associates, P.C		5.00	Gerardo P. Sanchez	gpsanchez@sanchezsurveying.com	Survey	Male	No	No	Hispanic	DBE	IL UCP - Illinois Department of Transportation (IDOT)	N/A	No	N/A
Item04_INFRAS_PSB18-4_InfrastructureEngineering_11052018	SCN Associates, LLC		5.00	Rozle Makhani	rme@sqnassociates.com	Construction Inspection	Female	No	No	Asian Indian	WBE	IL UCP - City of Chicago	N/A	No	N/A
Item04_INFRAS_PSB18-4_InfrastructureEngineering_11052018	TransSystems Corporation		10.00	Martin Ross, PE	maross@transystems.com	QA/QC and Construction Inspection	N/A - ESOP	Yes	Yes	Multiple Ownership	N/A	N/A	N/A	No	N/A
Item04_INFRAS_PSB18-4_InfrastructureEngineering_11052018	Wang Engineering, Inc.		5.00	Greg Syfert	gsyfert@wangeng.com	Materials QA Technician	Female	No	No	Asian Indian	DBE	IL UCP - Illinois Department of Transportation (IDOT)	N/A	No	N/A

Business & Contact Information

BUSINESS NAME **Juneau Associates, Inc., P.C.**

OWNER **Mr. CHARLES JUNEAU**

ADDRESS **2100 State Street
P.O. Box 1325
Granite City, IL 62040**

PHONE **618-877-1400**

FAX **618-452-5541**

EMAIL **pbridges@jaipc.com**

WEBSITE **<http://www.jaipc.com>**

ETHNICITY **Caucasian**

GENDER **Male**

COUNTY **Madison (IL)**

[Map This Address](#)**Certification Information**

CERTIFYING AGENCY **State of Illinois Central Management Services**

CERTIFICATION TYPE **VOSB - Veteran Owned Small Business**

RENEWAL DATE **3/5/2020**

EXPIRATION DATE **3/5/2020**

CERTIFIED BUSINESS DESCRIPTION **Engineering Services, Professional,
Land Surveying**

Commodity Codes

Code	Description
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 96460	Land Surveying

Additional Information

REGION **Southern Illinois**

RECIPROCAL CERTIFICATION AGENCY **CVE**

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: 18-4 Project/Solicitation Number: 18-4
Name of Prime Vendor: Infrastructure Engineering, Inc. VOSB Compliance Contact: Michael Sutton
Address: One South Wacker Drive, Suite 2650
City: Chicago State: IL Zip Code: 60606
Telephone: 312.425.9560 Fax: 312.425.9564 Email: msutton@infrastructure-eng.com
Name of Certified VOSB Vendor: Juneau Associates, Inc. P.C.
Address: 2100 State Street, P.O. Box 1325 VOSB Compliance Contact: Brian F. Kulick, P.E., P.L.S.
City: Granite City State: IL Zip Code: 62040
Telephone: 618.877.1400 Fax: 618.659.0941 Email: bkulick@jaipc.com
Type of agreement: ☒ Services
Anticipated start date of the Certified VOSB Vendor: 2019
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.

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

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

Signature

Print Name: Michael Sutton

Title: President

Date: November 2, 2018

Signature

Print Name: Brian F. Kulick, P.E., P.L.S.

Title: Vice President

Date: November 2, 2018

Unified Certification Program - Search

[Contractor Details](#)[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**Infrastructure
Engineering, Inc.**

Michael Sutton
One South Wacker Drive,
Suite 2650
Chicago, IL 60606-0000

County: Cook**Email:** msutton@infrastructure-eng.com**Phone:** 312-425-9560**Fax:** 312-425-9564**Categories:** Architecture\Engineering**NAICS**

541330 - Engineering
services

Speciality

541330 - Civil and Structural
Engineering, Traffic
Engineering Consulting
Services, Engineering
Design Services, Site Design
and Development,
Construction
Inspection/Management and
Program Management

Contract No RR-18-4434

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**AAA Engineering,
Ltd.**

Rachel Borenstein
4323 W. Irving Pk. Rd.,
Ste. 100
Chicago, IL 60641

County: Cook**Email:** rborenstein@aaaengineering.net**Phone:** (773) 657-3300**Fax:** (773) 657-3330**Categories:** Architecture\Engineering, Professional**NAICS**

541330-Engineering Services
541690-Other Scientific & Technical
Consulting
541715-Research and
Development in the Physical,
Engineering, and Life Sciences
(except Nanotechnology and
Biotechnology)

Speciality

541330- LIGHTING:
TYPICAL
ELECTRICAL
ENGINEERING
MECHANICAL
ENGINEERING
541690- TECHNICAL
TRAINING
541715- RESEARCH

Contract No RR-18-4434

Unified Certification Program - Search

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

Akiwumi Attawia
1631 S. Michigan Ave.,
Ste. 208
Chicago, IL 60616

Email: aattawia@osehinc.com**Phone:** (630) 337-5484**Fax:****County:** Cook**Categories:** Architecture\Engineering, Professional**NAICS**

541320-Landscape Architectural
Services
541330-Engineering Services
541512-Computer Systems Design
Services
541715-Research and
Development in the Physical,
Engineering, and Life Sciences
(except Nanotechnology and
Biotechnology)

Speciality

541320- URBAN
PLANNING
541330-
ENGINEERING
SERVICES
541512- MISC:
COMPUTER AIDED
DESIGN &
DRAFTING
541715- RESEARCH

Unified Certification Program - Search

Contractor Details[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**Sanchez &
Associates, P.C.**

Gerardo P. Sanchez
8604 W. Catalpa Ave.,
Ste. 912
Chicago, IL 60656

County: Cook**Email:** gpsanchez@sanchezsurveying.com**Phone:** (773) 444-0144**Fax:** (847) 232-3104**Categories:** Architecture\Engineering, Construction**NAICS**

238910-Site Preparation
Contractors
541370-Surveying &
Mapping (except
Geophysical) Serv.

Speciality

238910- MISC:
CONSTRUCTION LAYOUT
AND STAKING
541370- SURVEYING

Unified Certification Program - Search

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

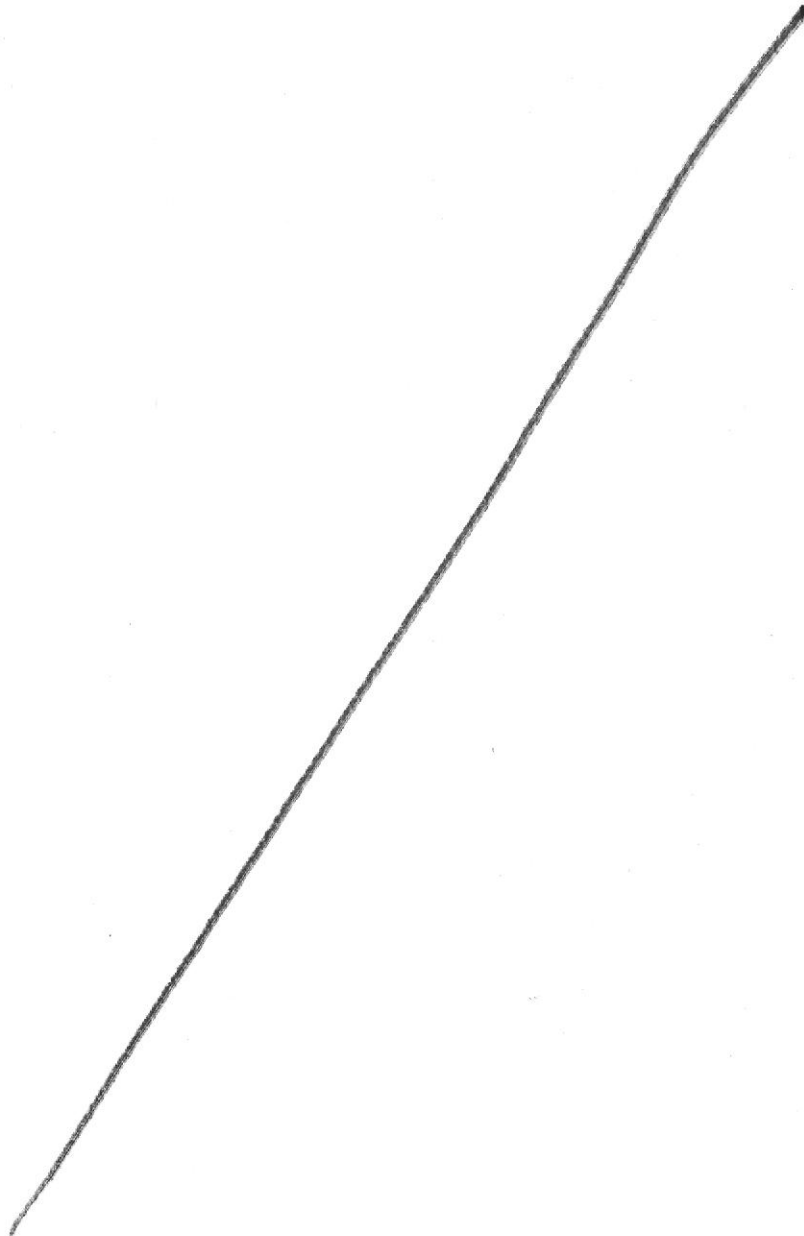
Rozmene Makhani
134 N. LaSalle St Suite
700
Chicago, IL 60602-0000

County: Cook**Email:** admin@sqnassociates.com**Phone:** 312-625-9500**Fax:** 312-254-3157**Categories:** Construction, Professional**NAICS**

236210 - Construction
management, industrial
building (except
warehouses)
236220 - Construction
management, commercial
and institutional building
237130 - Construction
management, power and
communication transmission
line
237310 - Construction
management, highway, road,
street and bridge
237990 - Construction
management, mass transit
541330 - Engineering
services

Speciality

236210-Construction
management, industrial
building (except
warehouses) 236220-
Construction management,
commercial and institutional
building 237130-
Construction management,
power and communication
transmission line 237310-
Construction management,
highway, road, street and
bridge 237990-Construction
management, mass transit
541330- Engineering
Services



Unified Certification Program - Search

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

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

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

County: DuPage

Categories: Architecture\Engineering

NAICS

541330-Engineering
Services

541360-Geophysical
Surveying & Mapping
Services

Speciality

541330- CONSTRUCTION
INSPECTION

QA HMA & AGGREGATE
QA PCC & AGGREGATE
541360- SUBSURFACE
EXPLORATIONS

STRUCTURE
GEOTECHNICAL
REPORTS
GENERAL
GEOTECHNICAL
SERVICES

COMPLEX
GEOTECHNICAL/MAJOR
FOUNDATION

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM FOR DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

PSB: 18-4 ITEM: 4

MEMORANDUM OF UNDERSTANDING BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A	THE PROTÉGÉ:	FIRM NAME ADDRESS
Infrastructure Engineering Inc.	One South Wacker, Suite 2650, Chicago, IL 60606	N	OSEH Inc.	1631 South Michigan Avenue, Suite 208, Chicago, IL 60616
		D		

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:

Special Services (Construction Inspection)

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

Scope:

Training & Development

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 0 %

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*).

OSEH Inc., as a firm new to Construction Inspection services is in need of support in gaining project-related experience in Construction Management. With an end goal of gaining the right skills for staff to successfully oversee a Tollway Construction project from inception to closeout and gaining the IDOT Construction Inspection prequalification.

As the protégé firm, OSEH anticipates receiving mentoring in the area of training and development, understanding of Tollway standard policies and procedures to best manage and execute Construction Management services. OSEH is in need of developing its own internal training programs and quality control/quality assurance plan. The mentor will recommend training needs and training opportunities to OSEH in order to remain a self-sufficient, competitive, and self-reliant business.

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

As the Mentor, IEI will provide the following:

1. Support in managing and executing Construction Management Services.
 2. Technical and marketing training and support.
 3. Business development support
 4. Documentation training (contract documents)
 5. Financial/accounting training to be competitive and profitable (invoicing, account receivables, construction budget, consulting budget)
 6. Training in management of the project, on how to develop project management plan.
 7. Assistance to develop QC/QA plan
 8. Assistance in preparation change orders, project schedules.
 9. Provide guidance and oversight to protege.
 10. Familiarize protege with applicable laws, rules and regulations.
-

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-15-4654

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

Areas of Assistance:

Inspection and Business Training

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

☐ YES

☒ NO

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

Areas of Assistance:

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

☐ YES

☒ NO

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

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

- A. Has the 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

_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
I-18-4361	Pending	Parsons Transportation Group	Tollway best Practices, Project Coordination & Invoicing
I-18-4380	Pending	EXP US Services, Inc.	Special Services (Construction Inspection)
RR-18-4382	Pending	STV Inc.	Highways (Freeways)

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

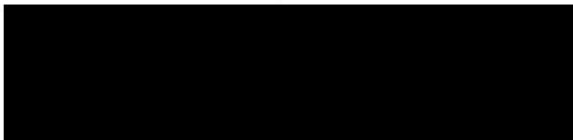
- E. If the Protégé has been mentored in the same Area of Assistance proposed on this project for a Tollway and/or IDOT project a combined total of more than three times, provide explanation supporting need for additional mentoring.

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.

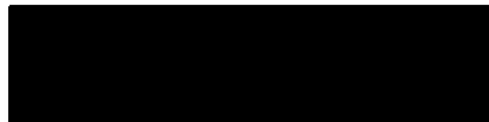
Should the proposer, after contract negotiation, wish to modify the 'Plan to Achieve Diversity Goal', the awarded consultant is requested to submit to the General Manager of Diversity a detailed explanation of the work category changes that were not known at the time of the SOI submittal.



SIGNATURE (Mentor Representative)

11/02/2018

(Date)

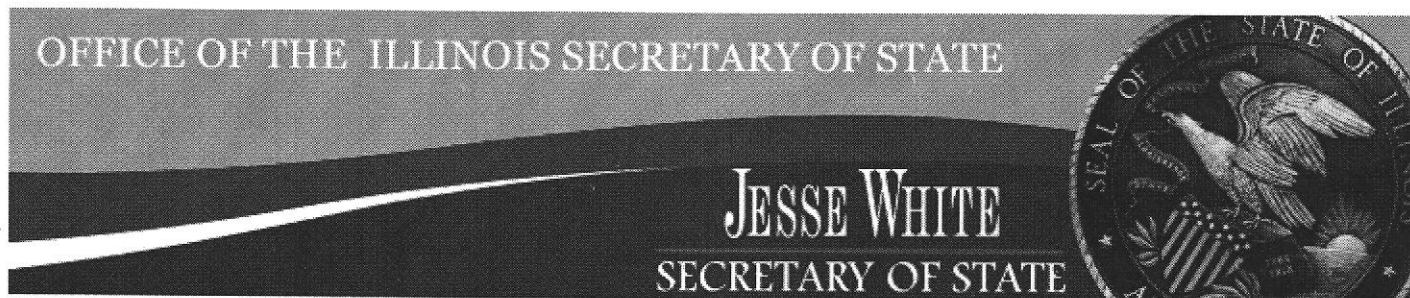


SIGNATURE (Protégé Representative)

10/29/2018

(Date)

Contract No RR-18-4434



CORPORATION FILE DETAIL REPORT

File Number	54344953		
Entity Name	INFRASTRUCTURE ENGINEERING, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	08/08/1986	State	ILLINOIS
Agent Name	MICHAEL SUTTON	Agent Change Date	04/10/2018
Agent Street Address	1 S WACKER DRIVE, STE 2650	President Name & Address	MICHAEL SUTTON 1839 ASHLANDEVANSTON IL 60201
Agent City	CHICAGO	Secretary Name & Address	CLINTON FERGUSON 623 W PETTERSON AVE CHICAGO IL 60613
Agent Zip	60606	Duration Date	PERPETUAL
Annual Report Filing Date	07/27/2018	For Year	2018
Old Corp Name	12/08/1986 - UBM ENGINEERING, P.C. 10/23/1998 - UBM ENGINEERING, INC.		

[Return to the Search Screen](#)[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

OTHER SERVICES

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

Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 11:28 AM
To: Gomez, Graciela
Subject: RR-18-4434 - Infrastructure Engineering, Inc. - FEIN [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:26 04/10/19

ACTION: S

VENDOR NUMBER= ***** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/10/19 AT 11:27 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELINQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 11:29 AM
To: Gomez, Graciela
Subject: RR-18-4434 - AAA Engineering, LTD - FEIN - [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:28 04/10/19

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/10/19 AT 11:28 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELINQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 11:31 AM
To: Gomez, Graciela
Subject: RR-18-4434 DLZ Illinois, Inc. - FEIN - [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:29 04/10/19

ACTION: S

VENDOR NUMBER= ***** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 11:32 AM
To: Gomez, Graciela
Subject: RR-18-4434 Juneau Associates, Inc., P.C. - FEIN [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:30 04/10/19

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 11:33 AM
To: Gomez, Graciela
Subject: RR-18-4434 OSEH, Inc - FEIN [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:31 04/10/19

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/10/19 AT 11:32 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 DELINQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 11:34 AM
To: Gomez, Graciela
Subject: RR-18-4434 Sanchez & Associates, PC - FEIN - [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:32 04/10/19

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 11:35 AM
To: Gomez, Graciela
Subject: RR-18-4434 SQN Associates, LLC - FEIN [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:34 04/10/19

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 11:36 AM
To: Gomez, Graciela
Subject: RR-18-4434 TranSystems Corporation - FEIN [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:35 04/10/19

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 11:37 AM
To: Gomez, Graciela
Subject: RR-18-4434 Wang Engineering, Inc. FEIN [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:36 04/10/19

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/10/19 AT 11:36 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELINQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

April 11, 2018

Mr. Paul Wang
Wang Engineering, Inc.
1145 N. Main Street
Lombard, IL 60148

Dear Mr. Wang:

The inspection of your Lombard facility, Lab #1353, was completed on April 10, 2018, by representatives of the Illinois Department of Transportation. The Laboratory is approved for Aggregate, PCC & HMA testing.

All tests shall be performed in accordance with the Department's current version of the Manual of Test Procedures for Materials. Any personnel performing these tests shall be appropriately trained and certified via State approved courses.

If you have any questions or need additional information, please contact Mr. Paul Welch, at (847) 221-3183 or at (847) 741-5301.

Very truly yours,

Anthony J. Quigley, P.E.
Region One Engineer

By: [Redacted]
Stephen Jones, P.E.
Mixtures Control Engineer

CONSTRUCTION UPON REQUEST
CONSTRUCTION MANAGER AGREEMENT

The Board of Directors, on the 18th day of **April, 2019**, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **INFRASTRUCTURE ENGINEERING, 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 29, 2019**, to provide construction management services for Contract No. **RR-18-4434** for **I-88 Systemwide, Construction Management Upon Request, On-call and As-needed**; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-4, Item 4**, 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. **RR-18-4434** for **I-88 Systemwide, Construction Management Upon Request, On-call and As-needed** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the CONSTRUCTION MANAGER of **March 29, 2019**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

B. All services performed by 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 April 19, 2019** and ending **March 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 **Five Million Dollars and No Cents (\$5,000,000.00)**. 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 XIX.

ARTICLE IV

Scope of the Service – "Upon Request" Contracts

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

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

ARTICLE V

Compliance with State and Other Laws

The 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. **Infrastructure Engineering, 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 VI

Responsibility for Injuries and Damages

The CONSTRUCTION MANAGER shall be responsible for all injuries to persons and damages to property due to the activities of the CONSTRUCTION MANAGER, its associates, agents or employees, in connection with an error, omission, intentional, willful, wanton, or negligent act(s), and shall be responsible for all parts of its 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 VII

Insurance

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

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

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

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

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

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 IX

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 X

Successors and Assigns

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

ARTICLE XI

Subcontractors

The CONSTRUCTION MANAGER shall not subcontract or assign services to be 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 XII

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 XIII

Termination

A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the CONSTRUCTION MANAGER. Upon termination and within ten (10) days of said termination, the CONSTRUCTION MANAGER shall prepare a detailed Progress Report, including information as to all the work performed by the CONSTRUCTION MANAGER and the status of the work as of the date of the termination, and provide any and all other information and documents developed under the terms of this Agreement as requested by the Chief 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 XIV

Solicitations

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

ARTICLE XV

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 **Infrastructure Engineering, Inc., One South Wacker Drive, Suite 2650, Chicago, Illinois 60606**, 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 XVI

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 XVII

Quality Assurance and Quality Control (QA/QC) Plan

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

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

ARTICLE XVIII

Miscellaneous

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

ARTICLE XIX

Inspector General

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

ARTICLE XX

Engineer Selection Process

The TOLLWAY and the CONSTRUCTION MANAGER hereby certify that they are in compliance with the provisions of the Architectural, Engineering and Land Surveying

Qualifications Based Selection Act (30 ILCS 535) with respect to the procurement of the services covered in this Agreement.

ARTICLE XXI

Report of a Change in Circumstances

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

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

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

ARTICLE XXII


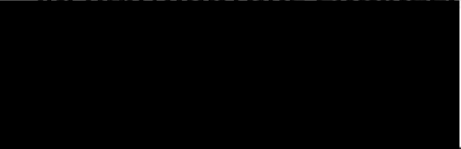
EXPATRIATED ENTITIES

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for
CONTRACT RR-18-4434 the day and year first above written.

**THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY**

INFRASTRUCTURE ENGINEERING INC.

By  5/17/19  4/11/2019
Chair/Acting Executive Director Signature Date President Signature Date
Will Evans/Kevin Adl Exec Vice President
Kashif Khan
Printed Name as Signed Above


APPROVED:

 5/13/19
Chief Financial Officer - Signature Date
Michael Colsch

APPROVED:

 5/9/19
General Counsel - Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

 5/8/19
Attorney General, State of Illinois - Signature Date

CONSTRUCTION MANAGER PROPOSAL

FOR CONTRACT NUMBER RR-18-4434

This proposal, dated March 29, 2019, is submitted by Infrastructure Engineering, Inc. of Chicago, Illinois for Construction Manager's Service.

DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract RR-18-4434 for which we propose to provide Construction Manager Services is I-88 and Systemwide, Construction Management Services Upon Request, in Various County (Counties), Illinois.

SCOPE OF CONSTRUCTION MANAGER SERVICES

Construction Manager Services following selection from PSB 18-4 Item #4 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 "Certified Payroll Summary" to be submitted by the CONSTRUCTION MANAGER at the start of the project. A revised "Certified Payroll Summary" must be submitted at the time of annual labor rate increases and when a newly hired employee is added to the TOLLWAY project.

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

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

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

REIMBURSABLE DIRECT COSTS - The Reimbursable Direct Costs Worksheet determines the total dollar amount of Direct costs for the project. See Exhibit D. The CONSTRUCTION MANAGER is responsible for managing the Direct Costs expended so the total Reimbursable Direct Cost amount is not exceeded. All Direct Costs presented for reimbursement must be included on the Allowable Direct Costs list made available in the Professional Service Bulletin (attached to Exhibit D). Direct Costs not identified on the Allowable Direct Costs list must be approved in writing by the Chief 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 \$ 5,000,000.00 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all 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 RR-18-4434

SUBMITTED BY:

FIRM NAME: Infrastructure Engineering, Inc.

ADDRESS: One South Wacker Drive, Suite 2650

**CITY, STATE &
ZIP CODE:** Chicago, Illinois 60606

TELEPHONE: 312-425-9560

FACSIMILE: 312-425-9564

SIGNED BY:



PRINTED NAME: Michael Sutton

TITLE: President



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-18-4434 (PSB 18-4 - Item 4)

CONTRACTOR/CONSULTANT NAME: Infrastructure Engineering, 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

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

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	NONE
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.
	NONE

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

Agreed: Infrastructure Engineering, Inc.	Agreed:
By: Michael Sutton	By:
Signed: [REDACTED]	Signed:
Position: President	Position:
Date: February 13, 2019	Date:



Subconsultant Information/Delinquent Debt Review
Consultant
Sub-Consultant
FEIN

Date: February 13, 2019

Project Number: RR-18-4434 (PSB 18-4 - Item 4)

Project Name: I-88 and Systemwide, Construction Management Services Upon Request

DELINQUENT DEBT REVIEW

Sub Consultant Disclosure.

Will you be using any sub-consultants? ☒ Yes ☐ No

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

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

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

CONTRACTOR/
CONSULTANT

Consultant: Infrastructure Engineering, Inc.

Federal Employment Identification Number (FEIN)

E-Mail: msutton@infrastructure-eng.com

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

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

<u>Sub-Consultant(s)</u>	<u>Sub-Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Percentage of Contract (to extent known)</u>
On attached page				

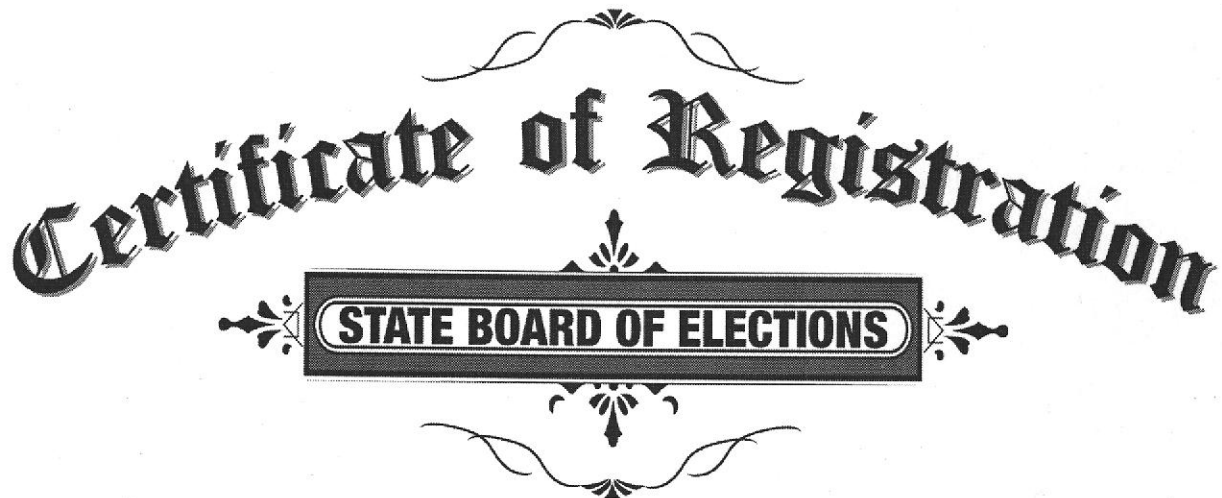
Signature:

A solid black rectangular box used to redact the signature.

Date: February 13, 2019

Printed Name: Michael Sutton

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)
AAA Engineering, Ltd		4323 W. Irving Park Road Chicago, IL 60641	Inspection	5%
DLZ Illinois, Inc.		8430 West Bryn Mawr, Suite 100 Chicago, IL 60631	Inspection Materials Coordinator	10%
Juneau Associates, Inc., P.C.		2100 State Street, P.O. Box 1325 Granite City, IL 62040	Inspection	5%
OSEH Inc.		1116 Washington Blvd. #415, Oak Park IL 60302	Inspection	5%
Sanchez & Associates, P.C.		8604 W Catalpa Ave, Chicago, IL 60656	Survey	5%
SQN Associates, LLC		134 N. LaSalle St., Suite 700 Chicago, IL 60602	Inspection	5%
TranSystems Corporation		1475 E Woodfield Rd, Suite 600 Schaumburg, IL 60173	QAQC and inspection support	10%
Wang Engineering, Inc.		1145 North Main Street Lombard, IL 60148	Materials QA Technician	5%



Registration No. 11491

Infrastructure Engineering, Inc.

One South Wacker Drive
Suite 2650
Chicago IL 60606

Information for this business last updated on:
Tuesday, April 10, 2018

Certificate produced on Tuesday, April 10, 2018 at 11:49 AM



EXHIBIT "1"

Page 18 of 176

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name: Click here to enter text.

Business Name: Infrastructure Engineering Inc.

Taxpayer Identification Number:


Social Security Number: Click here to enter text.

or

Employer Identification Number: 

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: February 13, 2019



INFRENG-01

KLAMANTIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2019

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

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

PRODUCER Corkill Insurance Agency, Inc. 25 Northwest Point Blvd., Ste 625 Elk Grove Village, IL 60007	CONTACT NAME:		
	PHONE (A/C, No, Ext): (847) 758-1000	FAX (A/C, No): (847) 758-1200	
	E-MAIL ADDRESS: certs@corkillinsurance.com		
INSURED Infrastructure Engineering, Inc. One South Wacker Dr., Ste. 2650 Chicago, IL 60606	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Citizens Insurance Company of America		31534
	INSURER B : The Hanover Insurance Company		22292
	INSURER C : The Hanover American Insurance Company		36064
	INSURER D : Travelers Casualty and Surety Company of America		31194
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		ZBCA778514	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ABCA765861	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 \$ 0		UHCA778510	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WHCA765691	11/1/2018	11/1/2019	<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
B	Professional Liabli		LHC9220821	7/15/2018	7/15/2019	Prof. Liability \$ 5,000,000
D	Directors & Officers		105550925	11/1/2018	11/1/2019	D&O Liability \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
IEI Project #18-3796-00, I-88 and Systemwide, Construction Management Services Upon Request, Tollway Project Number, RR-18-4434 (PSB 18-4-Item 4) is Additional Insured for General Liability and Auto Liability on a primary and non-contributory basis is required by written contract. 421-2915 0615, 461-0478 1212

CERTIFICATE HOLDER

CANCELLATION

Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured**, subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy 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 your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- 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 failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured - Primary and Non-Contributory

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

Additional Insured - Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

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

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
 - b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent
- 6. **Knowledge of Occurrence**
The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**
 - e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.
- 7. **Liberalization Clause**
The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**
Liberalization Clause
If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.
- 8. **Medical Payments – Extended Reporting Period**
 - a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
 - b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.
- 9. **Newly Acquired Or Formed Organizations**
SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:
 - a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

Contract Information Sheet

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

Consultant Name: Infrastructure Engineering, Inc.

Contract Number: RR-18-4434

Proposal Date: 3/29/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Infrastructure Engineering, Inc.

Grand Total Exhibit A Hours	15525
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[illegible]

Infrastructure Engineering, Inc.

Consultant: Infrastructure Engineering, Inc.

A. DIRECT LABOR (without overtime)

Multiplier to be used on this project: 2.80
 Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

Contract No.: RR-18-4434 Consultant: Infrastructure Engineering, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5
- C. **OVERTIME PREMIUM**
- D. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 103,498.90

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.: RR-18-4434

Consultant: Infrastructure Engineering, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal:

Project Manager:

Clinton Ferguson, P.E.

Project Engineer:

Resident Engineer:

Jeffrey Pollack, P.E.

Documentation Engineer:

Julius S. Cousin III, P.E.

Project Civil Engineer:

Project Structural Engineer:

Project Drainage Engineer:

Senior Engineer:

Others:

Name:

Classification:

Name:

Classification:

Name:

Classification:

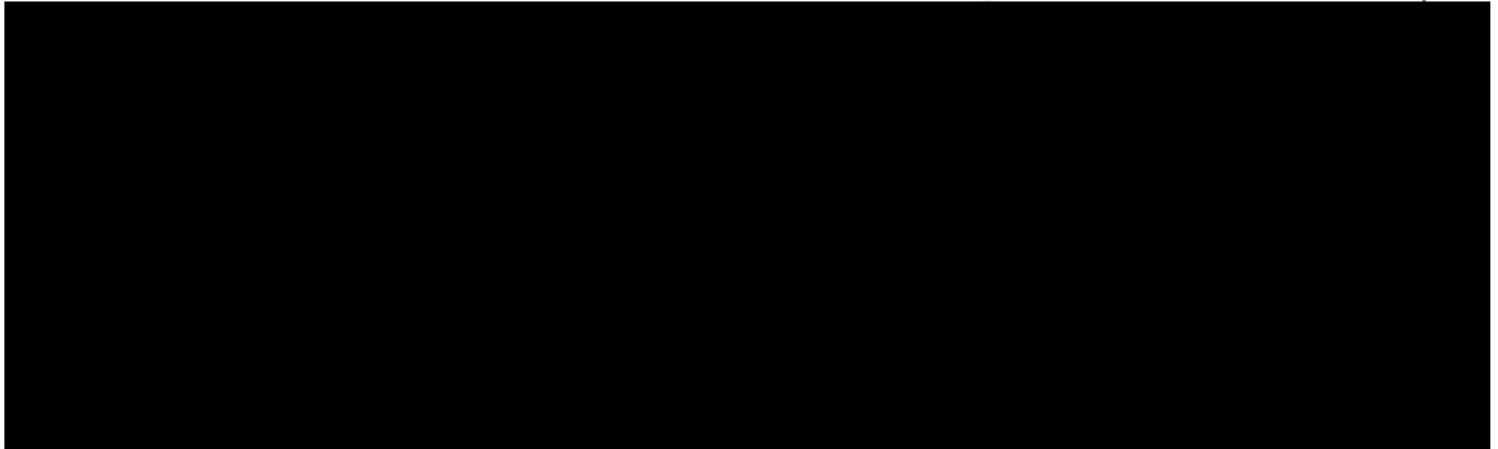
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Classification:



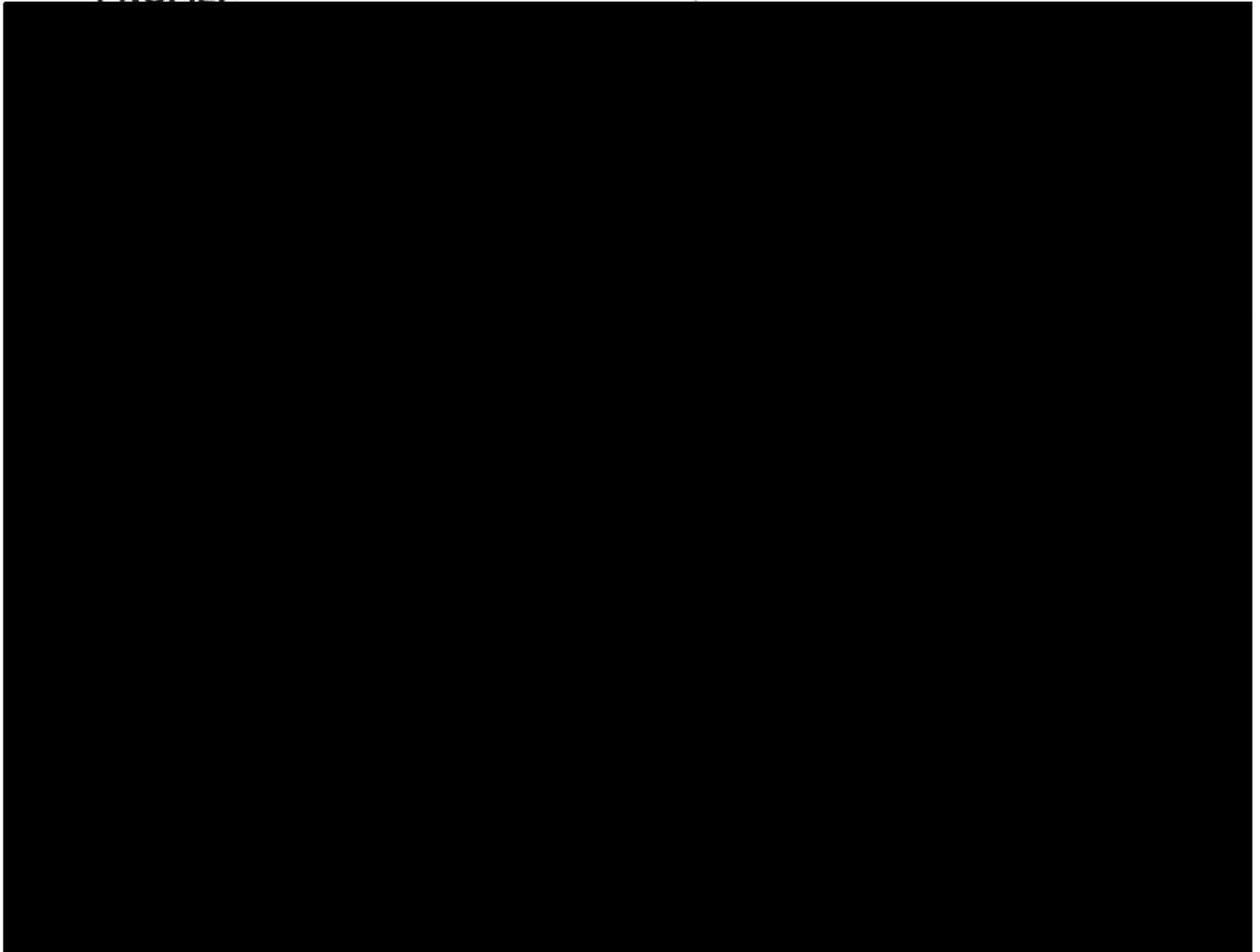
IEI RESUMES

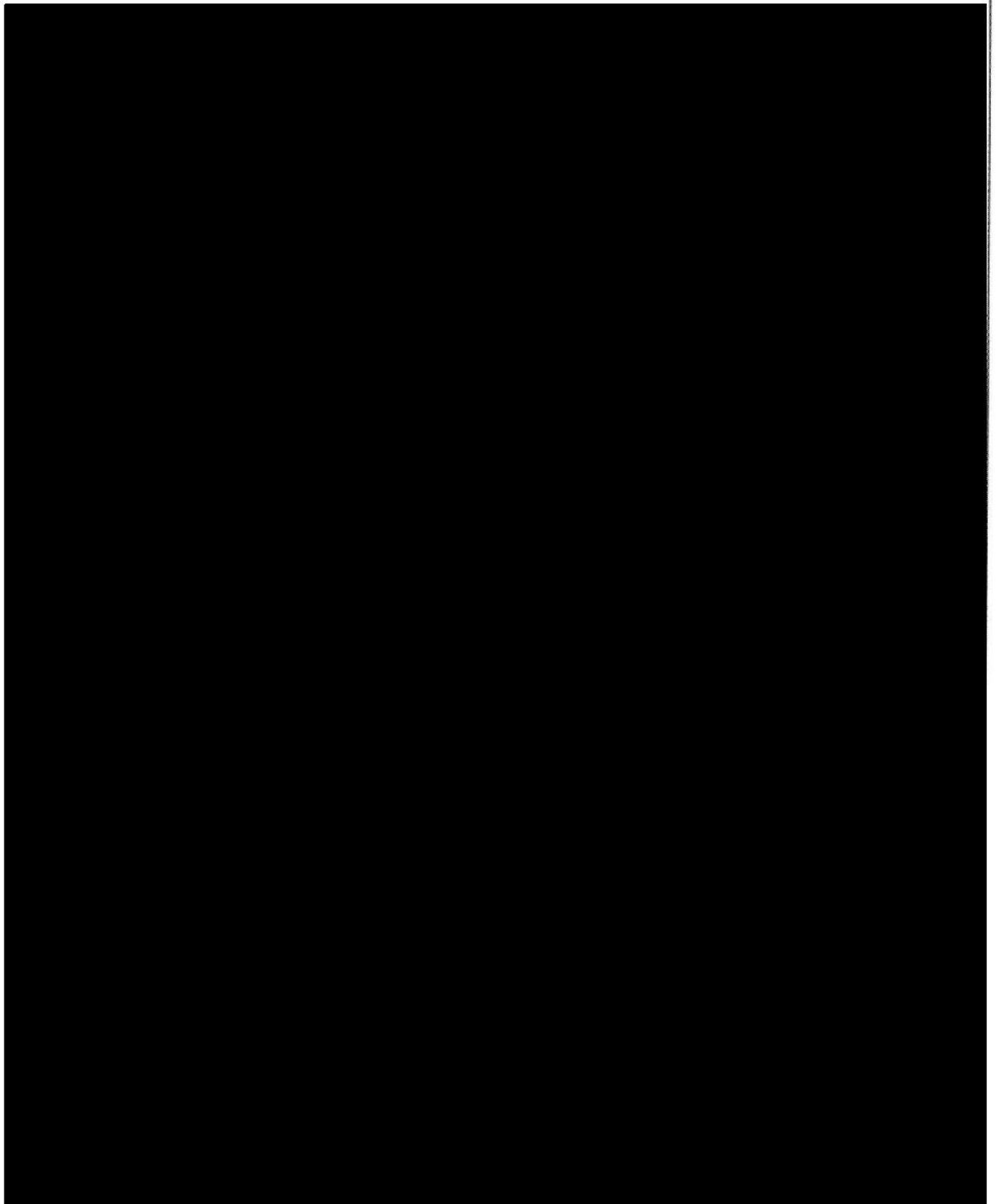
MICHAEL SUTTON, P.E. | Principal in Charge



X CLINTON FERGUSON, P.E. | Project Manager

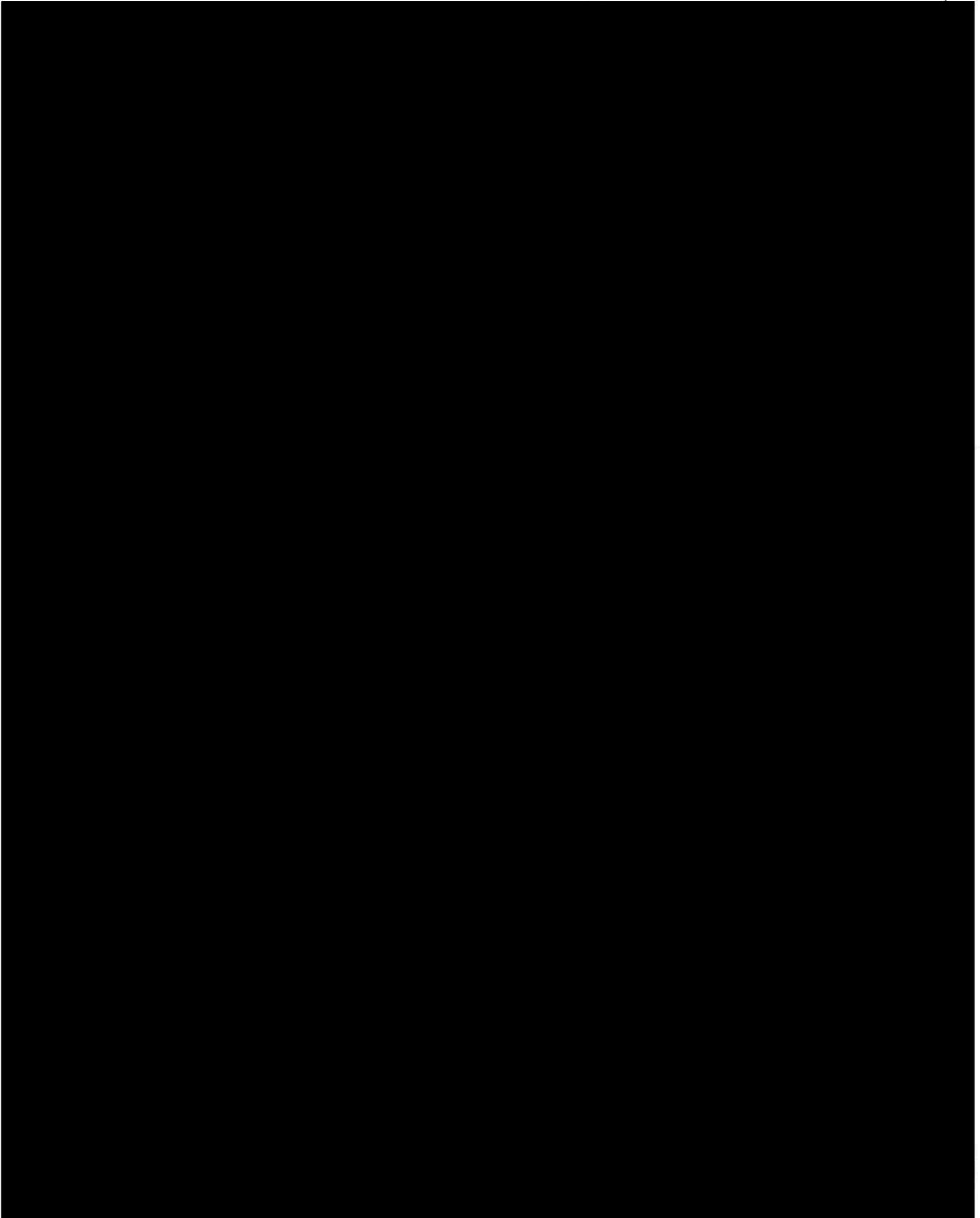
PROFILE

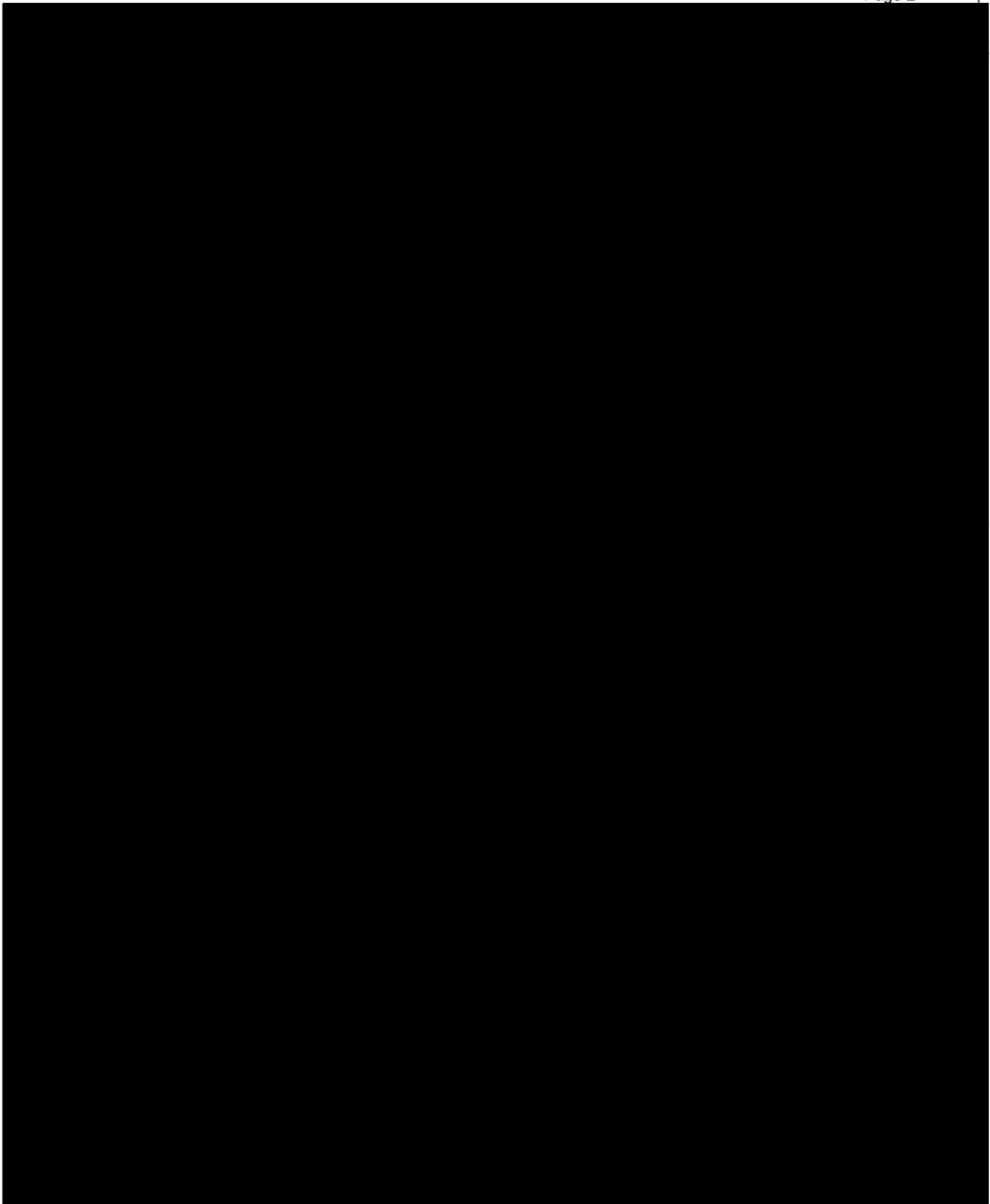






JEFFREY POLLACK, P.E. | Resident Engineer







JULIUS S. COUSIN III, P.E. | Document Technician

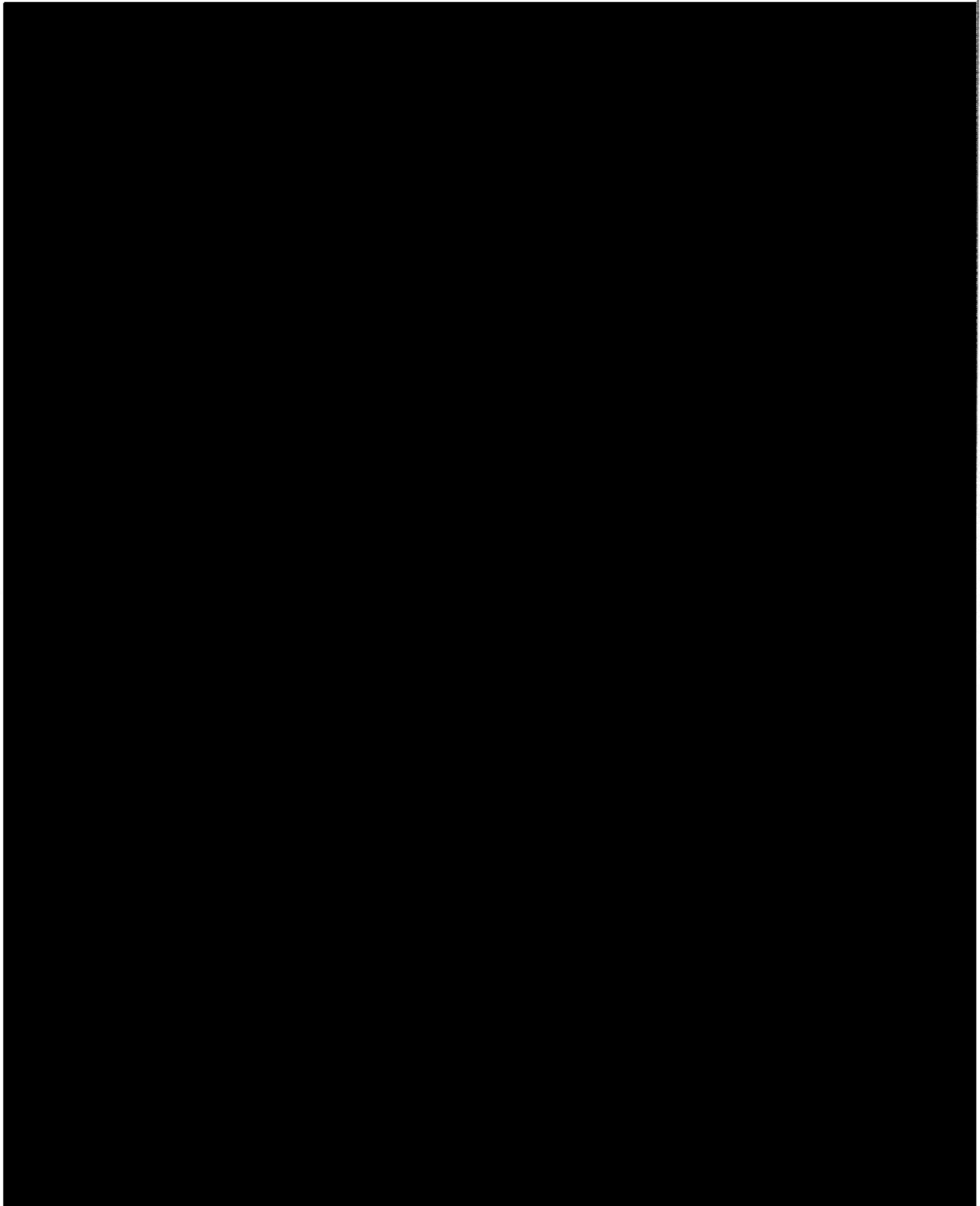


EXHIBIT F

Contract No. RR-18-4434

Infrastructure Engineering, Inc.

SCOPE OF SERVICES

Phase III engineering services are required for the construction inspection, and supervision at selected locations on the Tollway system. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical tasks will include, but not be limited to:

1. Reagan Memorial Tollway Roadway and Bridge Rehabilitation (Contract RR-18-4379, M.P. 113.5 [Illinois Route 56] to M.P. 118.2 [Aurora Toll Plaza])
2. Reagan Memorial Tollway Roadway and Bridge Preservation (Contract RR-18-4381, M.P. 118.2 [Aurora Toll Plaza] to M.P. 123.4 [IL 59]).
3. On call and as- needed work related on the Tollway system.

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

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

Schedule: This project is scheduled to start in 2019.

EXHIBIT G**Contract No. RR-18-4434****Infrastructure Engineering, Inc.****CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope and Description of Project	Fee (Including all Supplemental and Extra Work Orders)	Fee Remaining to Be Earned	Estimated Date of Completion
RR-14-5705 - PSB 14-3 Item 9	Item 9: Phase III CM CUR	\$1,200,000	\$50,000	Apr-19
I-17-4675 - PSB 17-2 Item 2	Item 2: Phase II EOWA - Eastbound Collector Distributor Road	\$1,860,000	\$75,000	Mar-19
I-17-4674 - PSB 17-2 Item 6	Item 6: Phase II - IL 47 Interchange Design	\$14,000	\$4,000	Mar-19
RR-17-4293 - PSB 17-3 Item 25	Item 25: Phase III - DSE	\$10,000	\$10,000	Dec-19
I-18-4695 - PSB 17-3 Item 24	Item 24: Phase III - DSE	\$10,000	\$10,000	Dec-19
RR-18-4434 - PSB 18-4 Item 4	Item 4: Phase III CM Upon Request	\$5,000,000	\$5,000,000	Dec-23

Contract No.: RR-18-4434Consultant: Infrastructure Engineering, 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

1 Sanchez & Associates, P.C.

Direct Labor	\$ 243,432.00
Direct Costs	\$ 6,568.00
Services by Others	
Additional Services **	
Total this Subconsultant (ULC)	\$ 250,000.00

2 SQN Associates, LLC

Direct Labor	\$ 235,335.41
Direct Costs	\$ 14,664.59
Services by Others	
Additional Services **	
Total this Subconsultant (ULC)	\$ 250,000.00

3 Wang Engineering, Inc.

Direct Labor	\$ 236,189.80
Direct Costs	\$ 13,810.20
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 250,000.00

4 OSEH Inc.

Direct Labor	\$ 231,187.94
Direct Costs	\$ 18,812.06
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 250,000.00

5 AAA Engineering, Inc.

Direct Labor	\$ 239,258.88
Direct Costs	\$ 10,741.12
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 250,000.00

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)	\$ -

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: \$ 1,250,000.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 1,250,000.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 25.00%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 25.00%

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)1 DLZ

Direct Labor	\$	472,500.00
Direct Costs	\$	27,500.00
Services by Others		
Additional Services **		
Total this Subconsultant (ULC)	\$	500,000.00

2 TranSystems Corporation

Direct Labor	\$	474,880.00
Direct Costs	\$	25,120.00
Services by Others		
Additional Services **		
Total this Subconsultant (ULC)	\$	500,000.00

3 Juneau Associates, Inc.

Direct Labor	\$	237,006.00
Direct Costs	\$	12,994.00
Services by Others	\$	-
Additional Services **	\$	-
Total this Subconsultant (ULC)	\$	250,000.00

4

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

5

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

6

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

7

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

8

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

9

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

10

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

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 1,250,000.00TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: \$ -TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 1,250,000.00

Contract Information Sheet

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

Consultant Name: AAA Engineering, Inc.

Contract Number: RR-18-4434

Proposal Date: 3/29/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

RR-18-4434

Consultant:

AAA Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

[illegible]

AAA Engineering, Inc.

Contract No.: RR-18-4434Consultant: AAA Engineering, Inc.**EXHIBIT B: FEE CALCULATIONS****A. DIRECT LABOR (without overtime)**

<u>1,840.00</u>	<u>\$ 46.44</u>	TOTAL DIRECT SALARY \$	<u>85,449.60</u>
(Total Work Hours from Exhibit A)	(Average Hourly Rate)		

Multiplier to be used on this project:

2.80

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 239,258.88**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 10,741.12**C. SERVICES BY OTHERS**Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ -TOTAL SERVICES BY OTHERS \$ -**D. ADDITIONAL SERVICES (Prime Consultant)**\$ -

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)\$ -

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ -

(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)\$ 250,000.00

Contract No.: RR-18-4434 **Consultant:** AAA Engineering, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5
- C. **OVERTIME PREMIUM**
- D. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

N/A

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)

\$ 10,741.12

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.: RR-18-4434

Consultant: AAA Engineering, 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. RR-18-4434

AAA Engineering, Inc.

SCOPE OF SERVICES

Phase III engineering services are required for the construction inspection, and supervision at selected locations on the Tollway system. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical tasks will include, but not be limited to:

1. Reagan Memorial Tollway Roadway and Bridge Rehabilitation (Contract RR-18-4379, M.P. 113.5 [Illinois Route 56] to M.P. 118.2 [Aurora Toll Plaza])
2. Reagan Memorial Tollway Roadway and Bridge Preservation (Contract RR-18-4381, M.P. 118.2 [Aurora Toll Plaza] to M.P. 123.4 [IL 59]).
3. On call and as- needed work related on the Tollway system.

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

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

Schedule: This project is scheduled to start in 2019.

EXHIBIT G

Contract No. RR-18-4434

AAA Engineering, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
IB 168 item 1	Stratton Lock and Dam Improvements	\$269,312.00	\$230,000.00	9/1/2019
IB 168 item 2	Tam O'Shanter Pump Station	\$15,000.00	\$13,000.00	4/30/2019
PTB 184-005	Joliet Moveable Bridges	\$105,936.00	\$69,000.00	6/20/2019
CDOT	CBIT Bridge Inspection	\$262,863.00	\$37,023.00	2/15/2019
CDOT	Wells Wentworth	\$52,439.00	\$38,338.00	9/30/2019
CDOT	Milwaukee Logan to Belomont	\$97,669.00	\$79,765.00	12/31/2019

Contract No.: RR-18-4434Consultant: AAA Engineering, 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

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

6

Direct Labor

Direct 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):

Project No. RR-18-4434Consultant: AAA Engineering, Inc.**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: DLZ Illinois, Inc.

Contract Number: RR-18-4434

Proposal Date: 3/29/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

RR-18-4434

DLZ Illinois, Inc.

Grand Total Exhibit A Hours	2700
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[illegible]

DLZ Illinois, Inc.

DLZ Illinois, Inc.

A. DIRECT LABOR (without overtime)

TOTAL DIRECT SALARY	\$	168,750.00
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2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$	472,500.00
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(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$	27,500.00
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Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont))	\$	-
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TOTAL SERVICES BY OTHERS	\$	-
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(Requires prior authorization before use)

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES	\$	-
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(Requires prior authorization before use)

\$ 500,000.00

Contract No.: RR-18-4434 Consultant: DLZ Illinois, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5
- C. **OVERTIME PREMIUM**
- D. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 27,500.00

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.: RR-18-4434

Consultant: DLZ Illinois, 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: Dipak C. Gheewala

Classification: Materials Coordinator

Name: _____

Classification: _____

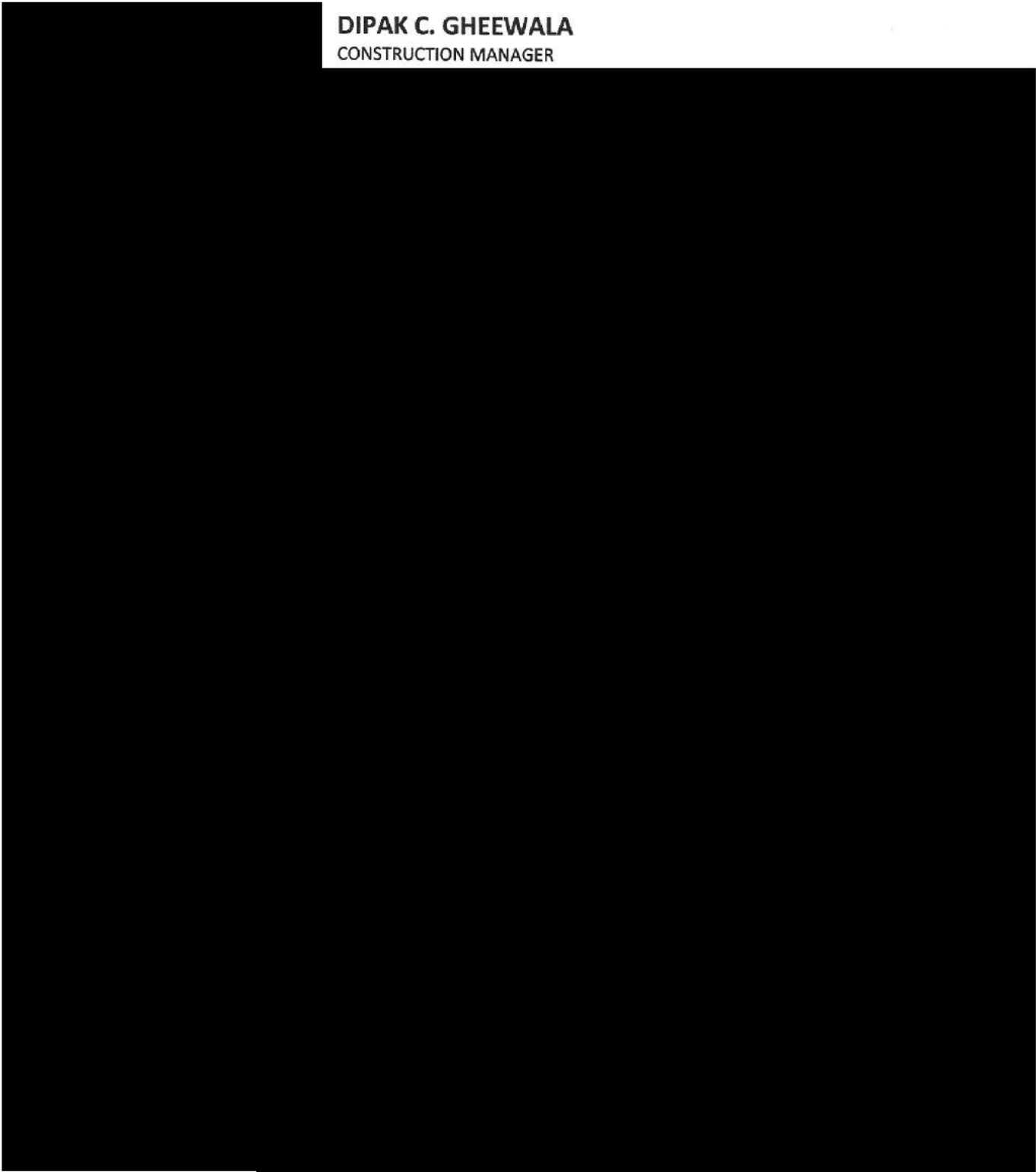
Name: _____

Classification: _____

Name: _____

Classification: _____

DIPAK C. GHEEWALA
CONSTRUCTION MANAGER



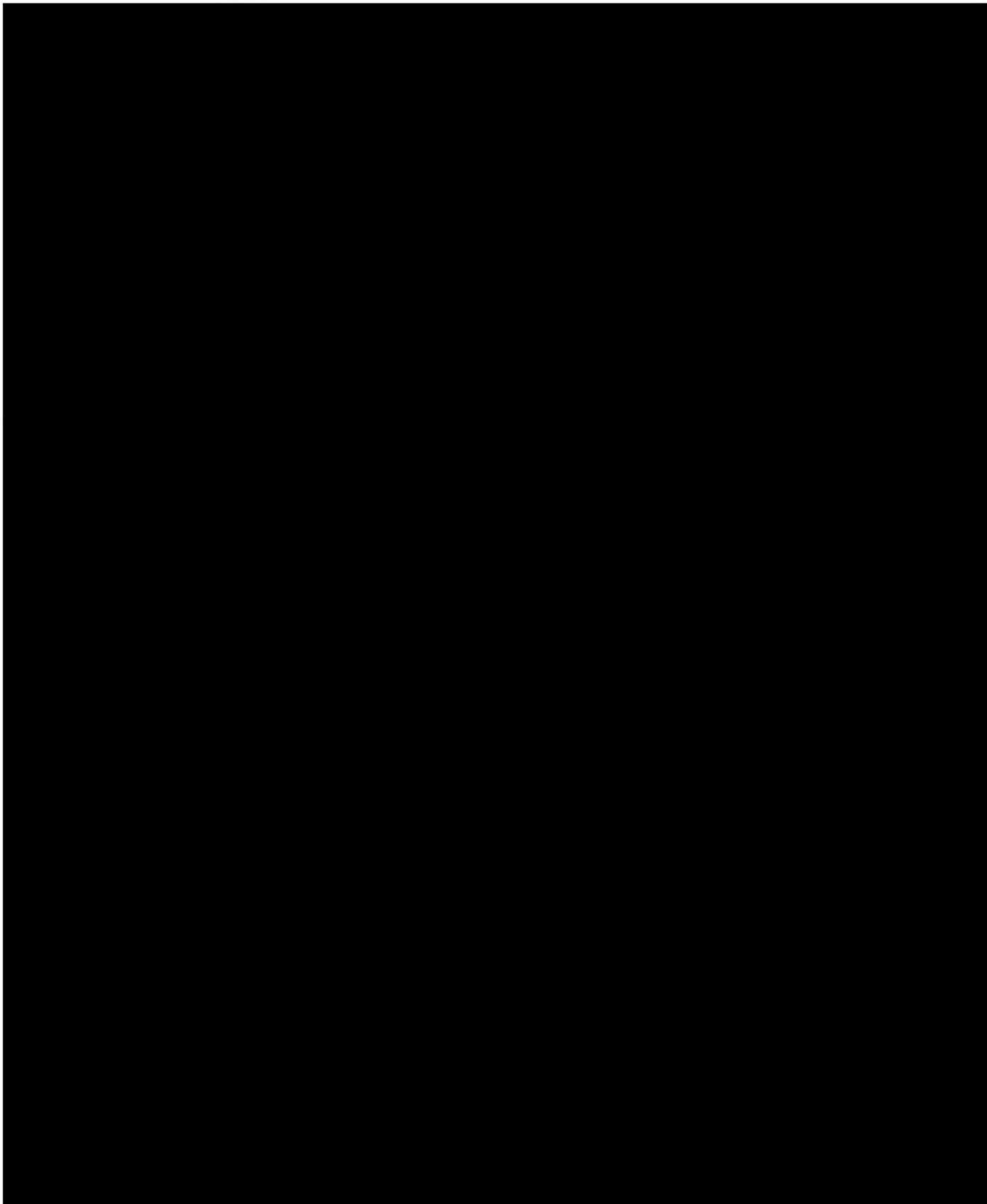


EXHIBIT F

Contract No. RR-18-4434

DLZ Illinois, Inc.

SCOPE OF SERVICES

Phase III engineering services are required for the construction inspection, and supervision at selected locations on the Tollway system. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical tasks will include, but not be limited to:

1. Reagan Memorial Tollway Roadway and Bridge Rehabilitation (Contract RR-18-4379, M.P. 113.5 [Illinois Route 56] to M.P. 118.2 [Aurora Toll Plaza])
2. Reagan Memorial Tollway Roadway and Bridge Preservation (Contract RR-18-4381, M.P. 118.2 [Aurora Toll Plaza] to M.P. 123.4 [IL 59]).
3. On call and as- needed work related on the Tollway system.

The upper limit of compensation will be set at \$500,000 to be authorized for use as individual projects are assigned.

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

Schedule: This project is scheduled to start in 2019.

EXHIBIT G**Contract No. RR-18-4434****DLZ Illinois, 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
IL 53, D-91-402-11	Phase II Design for complete reconstruction St. Charles Road to North Avenue	\$768,768.00	\$5,600.00	Feb 2019
IL 21, D-91-133-12	Phase II Design for complete reconstruction of Intersection with Euclid Road	\$498,989.99	\$17,000.00	Mar. 2019
I-90/94 @ 63rd, PTB 154/12	Traffic Signal Design	\$115,606.00	\$2,995.03	Dec. 2019
Elgin O'Hare, I-11-4014	Program Management	\$3,946,401.40	\$212,000.00	Dec. 2021
Willow Road, PTB 141/02	Phase II	\$158,973.00	\$31,744.66	Dec. 2019
Rand Road, PTB 156/17	Phase II	\$52,966.00	\$8,804.02	Dec. 2019
Various, PTB 172/06	Various Traffic Signal Design	\$600,000.00	\$40,540.93	June 2019
PTB 185/27	Traffic Data Collection	\$2,500,000	\$1,695,594.00	Nov. 2019
Lake County – Wadsworth @ Lewis	Traffic Signal Design	\$26,292.54	\$4,301.78	June 2019
CDOT E-2-503	Construction Management for Bridge Painting	\$155,524.57	\$8,800.00	June 2019
CDOT E-2-503	Construction Management for Bridge Painting	\$128,118.82	\$42,949.93	June 2019
CDOT	Construction Management for Streets for Cycling Phase IV			
PSB 15-2, I-15-4660	Design Upon Request	\$210,000.00	\$210,000.00	Dec 2020
Dupage, 17-DCCSS-01-TL, Various Routes	Central System Expansion CM Services	\$409,505.00	\$409,505.00	Jan 2020
PTB 182/2	Phase I Services for Various Safety Assessment Projects	\$800,000.00	\$335,000.00	Dec 2019
PSB 17-2, RR-16-4280	Construction Management Upon Request	\$2,000,000	\$510,000.00	Dec 2019
Elgin O'Hare I-390, I-17-4682	Construction Management Upon Request	\$600,000.00	\$368,270.92	Nov 2020

Contract No.: RR-18-4434Consultant: DLZ Illinois, 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

1	<table border="0"><tr><td>Direct Labor</td><td>_____</td></tr><tr><td>Direct Costs</td><td>_____</td></tr><tr><td>Services by Others</td><td>_____</td></tr><tr><td>Additional Services **</td><td>_____</td></tr><tr><td>Total this Subconsultant (ULC)</td><td>\$ _____ -</td></tr></table>	Direct Labor	_____	Direct Costs	_____	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ _____ -	7	<table border="0"><tr><td>Direct Labor</td><td>_____</td></tr><tr><td>Direct Costs</td><td>\$ _____ -</td></tr><tr><td>Services by Others</td><td>\$ _____ -</td></tr><tr><td>Additional Services **</td><td>\$ _____ -</td></tr><tr><td>Total this Subconsultant (ULC)</td><td>\$ _____ -</td></tr></table>	Direct Labor	_____	Direct Costs	\$ _____ -	Services by Others	\$ _____ -	Additional Services **	\$ _____ -	Total this Subconsultant (ULC)	\$ _____ -
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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):

Project No. RR-18-4434Consultant: DLZ Illinois, Inc.**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Juneau Associates, Inc., P.C.

Contract Number: RR-18-4434

Proposal Date: 3/29/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

RR-18-4434

Consultant:

Juneau Associates, Inc., P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

[illegible]

Juneau Associates, Inc., P.C.

Juneau Associates, Inc., P.C.

Consultant: Juneau Associates, Inc., P.C.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

1,710.00	\$ 49.50	TOTAL DIRECT SALARY	\$ 84,645.00
(Total Work Hours from Exhibit A)	(Average Hourly Rate)		

Multiplier to be used on this project: 2.80

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

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$	237,006.00
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B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$	12,994.00
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C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont))	\$	-
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TOTAL SERVICES BY OTHERS	\$	-
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D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ -
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 250,000.00

Contract No.: RR-18-4434 Consultant: Juneau Associates, Inc., P.C.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5
- C. **OVERTIME PREMIUM**
- D. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) **\$ 12,994.00**

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.: RR-18-4434

Consultant: Juneau Associates, Inc., P.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. RR-18-4434

Juneau Associates, Inc., P.C.

SCOPE OF SERVICES

Phase III engineering services are required for the construction inspection, and supervision at selected locations on the Tollway system. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical tasks will include, but not be limited to:

1. Reagan Memorial Tollway Roadway and Bridge Rehabilitation (Contract RR-18-4379, M.P. 113.5 [Illinois Route 56] to M.P. 118.2 [Aurora Toll Plaza])
2. Reagan Memorial Tollway Roadway and Bridge Preservation (Contract RR-18-4381, M.P. 118.2 [Aurora Toll Plaza] to M.P. 123.4 [IL 59]).
3. On call and as- needed work related on the Tollway system.

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

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

Schedule: This project is scheduled to start in 2019.

EXHIBIT G**Contract No. RR-18-4434****Juneau Associates, Inc., P.C.****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-16-4281	Surveying Services. Tri-State Tollway,	\$49,427.00	\$15,630.00	2.28.2019
I-16-4283	Jane Addams Memorial Construction Management Upon Request. On-call and as needed construction management services.	\$100,000.00	\$2,014.00	3.1.2019
I-17-4301	Phase II Engineering Services. Tri-State Tollway, Roadway Reconstruction, St. Charles Rd (M.P. 32.3) to North Avenue/Lake St. (M.P. 33.5)	\$212,000.00	\$153,464.00	10.31.2021
I-17-4308	Phase II Engineering Services. Tri-State Tollway, ITS & Lighting installation, 95th St. (M.P. 17.8) to Balmoral Ave. (M.P. 40.0)	\$151,747.00	\$147,457.00	12.31.2022
I-17-4309	Phase II Engineering Services. Tri-State Tollway, Advanced MOT Rehabilitation 95th St (M.P. 17.8) to East West Connector (M.P. 29.1)	\$29,000.00	\$28,666.00	12.31.2021
I-17-4310	Phase II Engineering Services. Tri-State Tollway, Advance MOT Rehabilitation, East West Connector (M.P. 29.1) to Balmoral Ave. (M.P. 40.0).	\$14,381.34	\$9,566.00	12.31.2022
RR-17-4314	Construction Management Services. Tri-State Tollway (I-2954) Pavement and Structural Preservation and Rehabilitation, M.P. 40.0 (Balmoral Ave) to M.P. 52.9 (Lake Cook Road). Construction Management Services	\$83,100.00	\$83,100.00	5/31/2019
I-17-4315	Construction Insp. & Surveying. Tri-State Tollway, Construction Management Upon Request. Phase III Engineering Services	\$150,000.00	\$150,000.00	9.30.2022
I-18-4352	Reagan Memorial Tollway (I-188), Windsor Road Bridge Widening. Phase II Engineering Services	\$33,800.00	\$33,800.00	11.30.2019
RR-18-4353	Surveying Services. Systemwide, Design upon Request. On call and as-needed Phase II Engineering Services	\$100,000.00	\$92,301.00	12.31.2021

RR-18-4355	Surveying & Construction Management Services. Intelligent Transportation Systems (ITS) Services Upon Request. On call and as-needed Phase II Engineering Services and Construction Management Services	\$70,000.00	\$70,000.00	6.30.2021
RR-18-4360	Construction Management Services. Systemwide, Construction Management Upon Request. On call and as-needed Construction Management Services	\$90,000.00	\$50,925.00	5.31.2020
I-18-4361	Elgin O'Hare Western Access, West Extension. Phase I Engineering Services for Planning Studies and Master Plan Services	\$129,000.00	\$129,000.00	12.31.2020
I-15-4656	Design Services - EOWA, I-294 to I-90 Tri-State and Franklin/Green Street	\$490,000.00	\$242,898.00	5/31/2019
I-17-4675	Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange (Eastbound Collector Distributor Road). Phase II Engineering	\$93,100.00	\$70,809.00	8.31.2020
RR-16-9197	Systemwide Design Services Upon Request Non Roadway. On-call and as-needed Phase II Engineering	\$100,000.00	\$61,291.00	4/1/2019
RR-18-4378	Systemwide, Construction Management Upon Request. On call and as-needed Construction Management Services	\$150,000.00	\$150,000.00	12.31.2020
RR-18-4379	Reagan Memorial Tollway, Roadway and Bridge Rehabilitation M.P. 117 (Aurora Toll Plaza) to M.P. 123.4 (IL 59). Phase II Engineering Services	\$150,000.00	\$114,853.00	5.31.2019
RR-18-9206	Materials Engineering Services, Systemwide	\$99,375.00	\$99,375.00	9.30.2019
RR-18-4410	Geotechnical Services Upon Request, On-call and as-needed. Geotechnical Services	TBD		
I-18-4411	Tri-State Tollway (I-294), Bridge Reconstruction. Mile Long Bridge (M.P. 21.5). Construction Management Svcs.	\$600,262.00	\$600,262.00	12.31.2023
I-18-4412	Tri-State Tollway (I-294), Bridge Reconstruction. Burlington Northern Santa Fe (BNSF) Railroad Bridge (MP 26.6) Construction Management Services	\$238,500.00	\$238,500.00	4.30.2022
I-18-4413	I-294 Temporary ITS Relocation. Construction Management Services	\$46,000.00	\$46,000.00	TBD
I-18-4414	I-294, Construction Management Services Upon Request. On-call, and as-needed Construction Management Services	\$3,050,000.00	\$3,050,000.00	TBD

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	TBD
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Contract No.: RR-18-4434Consultant: Juneau Associates, 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

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

6

Direct Labor		
Direct 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):

Project No. RR-18-4434Consultant: Juneau Associates, Inc.**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: OSEH Inc.

Contract Number: RR-18-4434

Proposal Date: 3/29/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

RR-18-4434

OSEH Inc.

Grand Total Exhibit A Hours	2351
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MONTHS of YEAR 2019

OSEH Inc.

TOTAL HOURS

TASK	MONTHS of YEAR 2020												HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Principal	1	1	1	2	2	2	2	2	2	2	2	1	20
Construction Inspector	0	0	0	112	112	140	140	140	84	84	56	0	868
TOTALS	1	1	1	114	114	142	142	142	86	86	58	1	888

OSEH Inc.

TOTAL HOURS

TASK	MONTHS OF YEAR 2021												TOTAL
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Principal	1	1	1	2	2	2	2	2	2	2	2	1	20
Construction Inspector	0	0	0	70	80	112	140	112	84	60	0	0	658
TOTALS	1	1	1	72	82	114	142	114	86	62	2	1	678

Consultant: OS&E Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

TOTAL DIRECT SALARY \$ 82,567.12

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$	231,187.94
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B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

TOTAL DIRECT COSTS	\$	18,812.06
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C. SERVICES BY OTHERS

TOTAL SERVICES BY OTHERS	\$	-
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D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 250,000.00

Contract No.: RR-18-4434 **Consultant:** OSEH Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5
- C. **OVERTIME PREMIUM**
- D. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)	\$ 18,812.06
--	---------------------

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.: RR-18-4434

Consultant: OSEH 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. RR-18-4434

OSEH Inc.

SCOPE OF SERVICES

Phase III engineering services are required for the construction inspection, and supervision at selected locations on the Tollway system. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical tasks will include, but not be limited to:

1. Reagan Memorial Tollway Roadway and Bridge Rehabilitation (Contract RR-18-4379, M.P. 113.5 [Illinois Route 56] to M.P. 118.2 [Aurora Toll Plaza])
2. Reagan Memorial Tollway Roadway and Bridge Preservation (Contract RR-18-4381, M.P. 118.2 [Aurora Toll Plaza] to M.P. 123.4 [IL 59]).
3. On call and as- needed work related on the Tollway system.

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

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

Schedule: This project is scheduled to start in 2019.

EXHIBIT G

Contract No. RR-18-4434

OSEH 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-18-4380	Phase III Engineering Services, I-29	\$198,605.44	\$198,605.44	12/31/2021
I-18-4361	Phase I Master Planning - EOWA	\$110,281.00	\$110,281.00	5/31/2020
RR-18-4381	I-88 Pavement Preservation, Rehabilitation	\$15,175.56	\$2,744.76	5/31/2019
RR-18-4382	Tri-State Tollway, Stearns School Rd.	\$118,992.00	\$104,944.05	2/28/2020
RR-18-4383	Master Planing Studies - Systemwide	\$150,000.00	\$144,974.56	6/30/2023

Contract No.: RR-18-4434Consultant: OSEH 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

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

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):

Project No. RR-18-4434Consultant: OSEH Inc.**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	<div>_____</div> <div>Direct Labor _____</div> <div>Direct Costs _____</div> <div>Services by Others _____</div> <div>Additional Services ** _____</div> <div>Total this Subconsultant (ULC) \$ -</div>	6	<div>_____</div> <div>Direct Labor _____</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>
2	<div>_____</div> <div>Direct Labor _____</div> <div>Direct Costs _____</div> <div>Services by Others _____</div> <div>Additional Services ** _____</div> <div>Total this Subconsultant (ULC) \$ -</div>	7	<div>_____</div> <div>Direct Labor \$ -</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>
3	<div>_____</div> <div>Direct Labor _____</div> <div>Direct Costs _____</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>	8	<div>_____</div> <div>Direct Labor \$ -</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>
4	<div>_____</div> <div>Direct Labor \$ -</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>	9	<div>_____</div> <div>Direct Labor \$ -</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>
5	<div>_____</div> <div>Direct Labor \$ -</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>	10	<div>_____</div> <div>Direct Labor \$ -</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>

** 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: Sanchez & Associates, P.C.

Contract Number: RR-18-4434

Proposal Date: 3/29/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

RR-18-4434

Consultant:

Sanchez & Associates, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

MONTHS of YEAR 2019													Grand Total Exhibit A Hours	2760
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS	
Contract RR-18-4434						100	100	100	100	100	50	50	600	

Sanchez & Associates, P.C.

Sanchez & Associates, P.C.

Consultant: Sanchez & Associates, P.C.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>2,760.00</u>	<u>\$ 31.50</u>	TOTAL DIRECT SALARY	<u>\$ 86,940.00</u>
(Total Work Hours from Exhibit A)	(Average Hourly Rate)		

Multiplier to be used on this project: 2.80
 Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$	243,432.00
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B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$	6,568.00
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C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont))	\$	-
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TOTAL SERVICES BY OTHERS	\$	-
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D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ -
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 250,000.00

Contract No.: RR-18-4434 **Consultant:** Sanchez & Associates, P.C.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5
- C. **OVERTIME PREMIUM**
- D. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 6,568.00

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.: RR-18-4434

Consultant: Sanchez & Associates, P.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. RR-18-4434

Sanchez & Associates, P.C.

SCOPE OF SERVICES

Phase III engineering services are required for the construction inspection, and supervision at selected locations on the Tollway system. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical tasks will include, but not be limited to:

1. Reagan Memorial Tollway Roadway and Bridge Rehabilitation (Contract RR-18-4379, M.P. 113.5 [Illinois Route 56] to M.P. 118.2 [Aurora Toll Plaza])
2. Reagan Memorial Tollway Roadway and Bridge Preservation (Contract RR-18-4381, M.P. 118.2 [Aurora Toll Plaza] to M.P. 123.4 [IL 59]).
3. On call and as- needed work related on the Tollway system.

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

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

Schedule: This project is scheduled to start in 2019.

EXHIBIT G**Contract No. RR-18-4434****Sanchez & Associates, P.C.****CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-14-4222	IL Tollway - Bridge Rehabilitation /	\$ 328,578.41	\$ 23,300.59	12/31/2019
RR-14-4224	IL Tollway - Roadway Study on the Tri-State Tollway (I-294) M.P. 29.5 to M.P. 40.0	\$ 1,207,051.06	\$ 36,636.59	12/31/2019
RR-13-4151	IL Tollway - Design Upon Request-Systemwide	\$ 135,000.00	\$ 63,012.18	12/31/2019
RR-14-5705	IL Tollway - Bridge Reconstruction & Interchange Improvements Fransworth Avenue over Reagan Memorial Tollway (I-88) M.P. 114.35 to M.P. 122.10	\$ 151,124.11	\$ 56,542.28	12/31/2019
RR-16-4255	IL Tollway - Roadway and Bridge Rehabilitation – Design, Veterans Memorial Tollway M.P. 12.3 (I-55) to M.P. 22.3 (STA 11260+00, Butterfield Road), Phase II Engineering	\$ 165,349.60	\$ 409.95	12/31/2019
RR-17-4277	I-94, Pavement and Structural Preservation and Rehabilitation, M.P. 21.85 (Half Day Road) to M.P. 25.2 (Lake Cook Road). Phase II Engineering	\$ 121,007.80	\$ 11.89	12/31/2019
RR-15-9975RR	Consulting Engineer Services	\$ 1,572,144.41	\$ 1,187,985.70	12/31/2019
RR-17-4314	Tri-State Tollway I-294 from M.P. 40.0 to M.P. 52.9 (Balmoral Avenue to Lake Cook Road) Phase II Engineering	\$ 57,634.00	\$ 22,708.64	12/31/2019
RR-17-4313	Reagan Memorial Tollway (I-88) East of Washington Street to York Road MP 126.9 to MP 139.1 Phase II	\$ 90,900.00	\$ 63,003.00	12/31/2019
RR-17-4312	Reagan Memorial Tollway (I-88), Pavemet and Structural Preservation and Rehabilitation, M.P. 123.4 (Illinois Route 59) to M.P. 126.9 (Washington Street)	\$ 34,990.00	\$ 18,958.92	10/31/2019
RR-17-4292	Veterans Memorial Tollway (I-355), between Mile Post 0.0 and Mile Post 12.3	\$ 2,692.97	\$ -	8/31/2018
RR-16-4277	Tri-State Tollway (I-94), Pavement and Structural Preservation & Rehabilitation, M.P. 21.85 (Half Day Road) to M.P. 25.2 (Lake-Cook Road). Construction Management Services	\$ 74,864.46	\$ 70,540.80	7/31/2019
RR-17-4313	Reagan Memorial Tollway (I-88), Pavement and Structural Preservation and Rehabilitation, M.P. 126.9 (East of Washington Street) to M.P. 139.1 (York Road).	\$ 61,529.01	\$ 55,349.28	12/31/2019

Contract No.: RR-18-4434Consultant: Sanchez & Associates, P.C.**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		7	Direct Labor	
	Direct Costs			Direct Costs	\$ -
	Services by Others			Services by Others	\$ -
	Additional Services **			Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -
2	Direct Labor		8	Direct Labor	
	Direct Costs			Direct Costs	\$ -
	Services by Others			Services by Others	\$ -
	Additional Services **			Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -
3	Direct Labor		9	Direct Labor	
	Direct Costs			Direct Costs	\$ -
	Services by Others	\$ -		Services by Others	\$ -
	Additional Services **	\$ -		Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -
4	Direct Labor		10	Direct Labor	
	Direct Costs			Direct Costs	\$ -
	Services by Others	\$ -		Services by Others	\$ -
	Additional Services **	\$ -		Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -
5	Direct Labor		11	Direct Labor	
	Direct Costs			Direct Costs	\$ -
	Services by Others	\$ -		Services by Others	\$ -
	Additional Services **	\$ -		Additional Services **	\$ -
	Total this Subconsultant (ULC)	\$ -		Total this Subconsultant (ULC)	\$ -

6

Direct Labor		
Direct 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):

Project No. RR-18-4434Consultant: Sanchez & Associates, P.C.**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	<div>_____</div> <div>Direct Labor _____</div> <div>Direct Costs _____</div> <div>Services by Others _____</div> <div>Additional Services ** _____</div> <div>Total this Subconsultant (ULC) \$ -</div>	6	<div>_____</div> <div>Direct Labor _____</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>
2	<div>_____</div> <div>Direct Labor _____</div> <div>Direct Costs _____</div> <div>Services by Others _____</div> <div>Additional Services ** _____</div> <div>Total this Subconsultant (ULC) \$ -</div>	7	<div>_____</div> <div>Direct Labor \$ -</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>
3	<div>_____</div> <div>Direct Labor _____</div> <div>Direct Costs _____</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>	8	<div>_____</div> <div>Direct Labor \$ -</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>
4	<div>_____</div> <div>Direct Labor \$ -</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>	9	<div>_____</div> <div>Direct Labor \$ -</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>
5	<div>_____</div> <div>Direct Labor \$ -</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>	10	<div>_____</div> <div>Direct Labor \$ -</div> <div>Direct Costs \$ -</div> <div>Services by Others \$ -</div> <div>Additional Services ** \$ -</div> <div>Total this Subconsultant (ULC) \$ -</div>

** 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: SQN Associates, LLC

Contract Number: RR-18-4434

Proposal Date: 3/29/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

RR-18-4434

SQN Associates, LLC

Grand Total Exhibit A Hours	1804
TOTAL HOURS	

[illegible]

RR-18-4434

Consultant:

SQN Associates, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

[illegible]

Consultant: SQN Associates, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

TOTAL DIRECT SALARY \$	84,048.36
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2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$	235,335.41
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B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

TOTAL DIRECT COSTS	\$	14,664.59
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C. SERVICES BY OTHERS

TOTAL SERVICES BY OTHERS	\$	-
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D. ADDITIONAL SERVICES (Prime Consultant)

TOTAL ADDITIONAL SERVICES \$ -
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 250,000.00

Contract No.: RR-18-4434 **Consultant:** SQN Associates, LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5
- C. **OVERTIME PREMIUM**
- D. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)	\$ 14,664.59
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ALLOWABLE DIRECT COSTS

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
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.: RR-18-4434

Consultant: SQN Associates, 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. RR-18-4434

SQN Associates, LLC

SCOPE OF SERVICES

Phase III engineering services are required for the construction inspection, and supervision at selected locations on the Tollway system. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical tasks will include, but not be limited to:

1. Reagan Memorial Tollway Roadway and Bridge Rehabilitation (Contract RR-18-4379, M.P. 113.5 [Illinois Route 56] to M.P. 118.2 [Aurora Toll Plaza])
2. Reagan Memorial Tollway Roadway and Bridge Preservation (Contract RR-18-4381, M.P. 118.2 [Aurora Toll Plaza] to M.P. 123.4 [IL 59]).
3. On call and as- needed work related on the Tollway system.

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

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

Schedule: This project is scheduled to start in 2019.

EXHIBIT G**Contract No. RR-18-4434****SQN Associates, 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-16-4281	ISTHA: Tri-State Tollway, 159th St. Bridge Reconstruction	\$65,902.85	\$19,503.85	1/31/2019
C-91-171-17	IDOT: I-90 Jane Byrne Interchange - Construction Inspection	\$148,279.00	\$35,768.87	2/15/2019
C-91-004-13	IDOT: IL132 (Grand Ave.) from Munn Rd. to Deerpath Dr. - Construction Inspection	\$102,889.00	\$102,889.00	TBD
RR-13-4116	ISTHA: Reagan Memorial Tollway, Roadway Reconstruction, York Road Plaza to I-290 - Construction Inspection	\$117,960.00	\$117,960.00	TBD
59599	CDOT: SMART Lighting - Construction Management	\$300,314.70	\$279,886.58	7/1/2021
Varies	All Transit/Rail Projects - Various Scopes	\$11,993,533.00	\$5,584,282.91	Various

Contract No.: RR-18-4434Consultant: SQN Associates, LLC**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):

Project No. RR-18-4434Consultant: SQN Associates, LLC**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1

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

2

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

3

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

4

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

5

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

6

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

7

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

8

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

9

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

10

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: TranSystems Corporation

Contract Number: RR-18-4434

Proposal Date: 3/29/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

RR-18-4434

TranSystems Corporation

Grand Total Exhibit A Hours	3440
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MONTHS of YEAR 2019	TOTAL HOURS
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TranSystems Corporation

TranSystems Corporation

Contract No.: RR-18-4434 **Consultant:** TranSystems Corporation

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>3,440.00</u>	<u>\$ 49.30</u>	TOTAL DIRECT SALARY	<u>\$ 169,600.00</u>
(Total Work Hours from Exhibit A)	(Average Hourly Rate)		

Multiplier to be used on this project: 2.80
 Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$	474,880.00
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B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$	25,120.00
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C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ -

TOTAL SERVICES BY OTHERS	\$	-
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D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ -
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)	\$ 500,000.00
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Contract No.: RR-18-4434 Consultant: TranSystems Corporation

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5
- C. **OVERTIME PREMIUM**
- D. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 25,120.00

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.: RR-18-4434

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. RR-18-4434

TranSystems Corporation

SCOPE OF SERVICES

Phase III engineering services are required for the construction inspection, and supervision at selected locations on the Tollway system. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical tasks will include, but not be limited to:

1. Reagan Memorial Tollway Roadway and Bridge Rehabilitation (Contract RR-18-4379, M.P. 113.5 [Illinois Route 56] to M.P. 118.2 [Aurora Toll Plaza])
2. Reagan Memorial Tollway Roadway and Bridge Preservation (Contract RR-18-4381, M.P. 118.2 [Aurora Toll Plaza] to M.P. 123.4 [IL 59]).
3. On call and as- needed work related on the Tollway system.

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

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

Schedule: This project is scheduled to start in 2019.

EXHIBIT G**Contract No. RR-18-4434****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 Underpa	\$ 699,809.00	\$ 8,007.94	9/30/2019
P401060092	No Aurora Rd Underpass	\$ 1,966,526.35	\$ 1,386,626.15	11/30/2019
P401090043	Old McHenry Rd Ph 2 Downt	\$ 845,625.82	\$ 13,396.62	6/30/2019
P401090176	Hart Rd at US Rte 14 Ph 2	\$ 1,092,195.69	\$ 9,521.80	11/1/2019
P401090177	Wilson at Nippersink Phas	\$ 873,993.95	\$ 15,332.28	5/31/2019
P401090193	North Aurora Road East	\$ 1,380,948.00	\$ 662,795.17	4/30/2019
P401100065	County Line Road	\$ 254,909.87	\$ 4,361.95	4/1/2019
P401100128	LCDOT Program Management	\$ 2,433,477.00	\$ 36,615.38	6/30/2019
P401100162	Gross Point Road Phase 2	\$ 349,790.44	\$ 161,300.97	6/30/2019
P401100197	Wetland Monitoring	\$ 70,028.17	\$ 1,852.12	3/31/2019
P401110012	IDOT PTB 158-01 Central A	\$ 380,073.00	\$ 58,881.75	9/30/2019
P401110077	IL 53/120 Corridor Planni	\$ 4,000,000.00	\$ 807,584.16	4/30/2019
P401110104	IDOT PTB 164-Joliet Bridg	\$ 161,314.77	\$ 121,480.79	5/31/2019
P401110111	McHenry Co 5% Loc	\$ 98,000.00	\$ 9,439.36	5/31/2019
P401110120	Norfolk Southern IMF 47th	\$ 1,303,655.00	\$ 3,314.94	4/1/2019
P401110137	IL120 Corridor at Gilmer	\$ 1,798,801.63	\$ 747,813.59	12/31/2019
P401120137	IDOT PTB 163 Circle Ph II	\$ 16,658,387.00	\$ 3,034,643.84	12/31/2019
P401130033	NS Kansas City IMF	\$ 828,017.00	\$ 9,709.91	6/30/2019
P401130061	Randall Road - Phase II	\$ 9,099,876.00	\$ 1,331,102.46	12/31/2019
P401130074	Old Orchard Road Corridor	\$ 626,662.27	\$ 7,182.18	12/31/2019
P401130100	IDOT 169-01 Quigg I-290	\$ 191,030.00	\$ 53,741.91	3/31/2019
P401130142	IDOT 169-02 ABNA I-290	\$ 98,522.00	\$ 2,180.98	2/28/2019
P401130144	Quentin Road Supplement	\$ 1,784,107.99	\$ 611,547.78	6/30/2020
P401140026	UPRR Dolton Intm Drainage	\$ 170,053.00	\$ 37,645.67	12/31/2019
P401140071	Melrose Park: 15th Avenue	\$ 192,928.67	\$ 2,750.59	3/31/2019
P401140074	Division & Gougar Interse	\$ 184,987.32	\$ 65,739.65	10/1/2019
P401140088	Central Tri-State Tollway	\$ 23,374,330.97	\$ 158,147.66	12/31/2019
P401150069	41st Street Pedestrian Br	\$ 1,798,503.12	\$ 162,125.86	9/30/2019
P401150090	BNSF Lorenzo Road Intermo	\$ 1,921,122.00	\$ 972,642.85	12/31/2019
P401150094	IDOT PTB 179-005 I-90/94	\$ 3,785,553.00	\$ 377,051.53	3/31/2019
P401150101	Schaumburg: Meacham Road	\$ 742,135.82	\$ 783.40	6/30/2019
P401150109	CTA: 95th Street Station	\$ 247,260.00	\$ 1,700.10	3/31/2019
P401150111	Skokie: Old Orchard Road	\$ 526,183.83	\$ 3,946.97	12/31/2019
P401150112	Joliet Intrmodl Lead Trk/	\$ 1,350,126.00	\$ 156,827.39	8/31/2019
P401160010	Houbolt Rd at I-80 DDI In	\$ 1,941,445.35	\$ 207,217.16	3/31/2019
P401160039	Pratt's Wayne Woods Phase	\$ 161,882.46	\$ 18,000.13	3/29/2019
P401160040	Central Ave Phase 2 and P	\$ 49,656.91	\$ 30,847.17	3/1/2019
P401160050	Dauberman Rd Ph 2 StartUp	\$ 735,220.00	\$ 575,867.01	6/30/2021
P401160062	Dillon Inland Port - Desi	\$ 605,031.75	\$ 32,156.87	1/31/2019
P401160066	York Grade Sep Feasibilit	\$ 29,874.26	\$ 4,018.36	1/31/2019

EXHIBIT "1"

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
P401160067	LPC-5th Auto Track Expans	\$ 44,388.64	\$ 17,643.19	12/31/2019
P401160078	I-90/94 at I-290/Watermai	\$ 223,395.00	\$ 15,508.02	3/31/2019
P401160089	CM-LPC-5th Auto Track Exp	\$ 104,338.36	\$ 104,338.36	12/31/2019
P401170022	Washington Street Green I	\$ 99,985.69	\$ 9,238.67	5/31/2019
P401170027	RR-16-4275, Edens Spur, P	\$ 1,213,637.43	\$ 103,778.92	12/31/2020
P401170028	Poly USA Industrial Spur-	\$ 54,700.00	\$ 7,549.79	5/31/2019
P401170029	Naperville - Naper Blvd R	\$ 16,997.00	\$ 6,798.80	6/30/2019
P401170032	BNSF Gateway 2017	\$ 267,075.00	\$ 115,880.56	3/31/2019
P401170033	Central Tri-State Design	\$ 22,500,000.00	\$ 15,994,627.53	10/31/2024
P401170060	I-17-4680, PSB 17-3 (Item	\$ 978,450.00	\$ 978,450.00	6/30/2020
P401170061	RR-17-4293, Systemwide CU	\$ 200,000.00	\$ 115,573.33	3/31/2019
P401170068	Elk Grove: Devon Avenue L	\$ 30,648.28	\$ 1,129.16	5/31/2019
P401170069	Professional Services Agr	\$ 10,000.00	\$ 9,445.93	3/31/2019
P401170070	Wando Densification	\$ 438,078.00	\$ 193,195.57	12/31/2019
P401170096	WO#1 - Touhy Avenue Utili	\$ 102,658.10	\$ 56,191.57	5/31/2019
P401170097	CCDOH Ph II - WO#3 - Cal	\$ 102,354.30	\$ 9,892.76	12/31/2019
P401170100	I-80 at US 30	\$ 7,028,363.00	\$ 7,028,363.00	12/31/2021
P401170106	BNSF Conceptual Intermoda	\$ 881,618.00	\$ 191,363.92	12/31/2019
P401170107	IDOT PTB 181 - WO#4 Green	\$ 12,572.33	\$ 1,899.98	4/30/2019
P401170108	Dempster-Niles Center-Sko	\$ 37,828.11	\$ 2,132.45	2/28/2019
P401170121	I-18-4357, Tri-State CUR,	\$ 750,000.00	\$ 720,969.32	12/31/2019
P401170131	Northfield Road Phase2	\$ 166,977.77	\$ 9,410.57	5/1/2019
P401170132	South Michigan Avenue Imp	\$ 140,755.00	\$ 12,249.02	5/31/2019
P401170133	Roselle Road Bike Bridge	\$ 352,927.00	\$ 249,397.40	1/31/2019
P401180007	BNSF Corwith Yard - Drain	\$ 221,418.00	\$ 92,908.51	12/31/2019
P401180014	MGNWC Water Supply Transm	\$ 151,840.00	\$ 1,330.63	7/31/2019
P401180015	Houbolt Road Water Main	\$ 101,152.03	\$ 61,880.81	3/31/2019
P401180017	ExxonMobil Joliet Asphalt	\$ 49,103.00	\$ 20,567.23	3/31/2019
P401180024	Sparrows Point Terminal C	\$ 30,000.00	\$ 11,496.50	4/27/2020
P401180025	BNSF Corwith Yard - Const	\$ 64,700.00	\$ 34,655.32	12/31/2019
P401180033	UPRR-Joliet Construction	\$ 80,424.00	\$ 40,229.29	8/31/2019
P401180037	BNSF Chicagoland Intermod	\$ 25,679.00	\$ 9,437.12	4/30/2019
P401180038	BNSF LPC Auto Lot Expansi	\$ 48,149.00	\$ 19,762.23	4/30/2019
P401180048	CCDOH WO#7 - Crawford Av	\$ 48,387.83	\$ 34,004.31	12/31/2019
P401180049	BNSF Chicagoland Intermod	\$ 64,123.00	\$ 29,870.42	4/30/2019
P401180055	Buffalo Grove Rd Traffic	\$ 46,200.00	\$ 42,600.00	4/30/2019
P401180062	BNSF Barstow CM - Interim	\$ 334,900.00	\$ 243,883.24	8/31/2019
P401180069	Oak Park: Lake Street Imp	\$ 1,464,930.00	\$ 1,464,930.00	1/31/2020
P401180070	BNSF Barstow Interim Inte	\$ 127,220.00	\$ 98,333.00	4/30/2019
P401180073	BNSF LPC Traffic Study Up	\$ 39,947.00	\$ 36,572.08	4/30/2019
P401180077	CCDOH WO#09 - Touhy Aven	\$ 56,424.00	\$ 24,906.77	5/12/2019
P401180080	Wilmette: Central Avenue	\$ 609,732.69	\$ 609,732.69	7/21/2019
P401180092	BNSF LPC Auto Lot Expansi	\$ 271,260.00	\$ 270,611.09	12/31/2019
P404150020	Dunham FP Trail Ph II	\$ 123,842.59	\$ 8,501.67	11/30/2019
P404180009	ISTHA: I-18-4412, BNSF Br	\$ 7,925,000.00	\$ 7,925,000.00	1/1/2023
P404180015	Kirk Yard - Group 1 Exten	\$ 87,496.00	\$ 7,608.16	3/31/2019
P404180027	NICTD - Hegewisch	\$ 120,613.00	\$ 120,613.00	2/28/2019
P401130056	Hoffman: Shoe Factory Roa	\$ 83,594.09	\$ 12,784.60	12/31/2019
P401130105	IDOT PTB 171 - Statewide	\$ 1,218,051.00	\$ 139,481.00	2/1/2019
P401150086	Kane County - Dauberman R	\$ 1,188,751.22	\$ 26,176.56	12/31/2019

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
P401160043	York St at Butterfield Rd	\$ 137,379.29	\$ 127,766.86	12/31/2019
P401170038	I-80 and Torrence Monotub	\$ 112,084.92	\$ 5,215.12	5/31/2019
P401170073	Transportation Planning U	\$ 199,405.87	\$ 20,258.34	1/31/2019
P401170122	Houbolt Road Bridge - Own	\$ 1,999,856.26	\$ 1,999,856.26	9/30/2020
P401180034	IDOT PTB 159 - WO#11 - IL	\$ 41,738.00	\$ 12,956.28	6/1/2019
P401180057	IDOT PTB 159 (WO12) PM Se	\$ 195,810.00	\$ 155,664.38	12/31/2019
P404100005	Elgin Bikeway Route 4-MP	\$ 225,124.00	\$ 989.61	6/30/2019
P404120004	CTA Task Order 6D	\$ 219,892.00	\$ 39,092.20	1/31/2019
P404120020	Whitman Interchange	\$ 456,953.00	\$ 131,102.35	6/30/2019
P404120034	Arsenal/Manhattan Road Ph	\$ 1,065,533.00	\$ 28,687.32	3/31/2019
P404130017	Pace: ART Design	\$ 968,587.19	\$ 81,257.63	1/31/2019
P404130033	98th Shop Hoist & Spin Po	\$ 753,490.00	\$ 311,632.99	1/31/2019
P404130046	Chicago Tunnel Systems	\$ 4,745,048.00	\$ 988,968.38	1/31/2019
P404140011	CTA TSP Western-Ashland	\$ 1,798,222.00	\$ 82,794.13	3/31/2019
P404140032	CDOT: QC/QA 2016	\$ 22,657,328.97	\$ 14,417,534.42	12/31/2021
P404150080	CDOT: South Water Street	\$ 7,066.24	\$ 4,635.23	11/17/2019
P404160009	CTA: North/Cental Ashland	\$ 1,794,836.07	\$ 1,794,836.07	2/28/2022
P404160032	MD-North Line Bridge A32	\$ 2,402,816.40	\$ 900,448.34	12/30/2020
P404160033	RID BR 43rd and Root Stre	\$ 645,408.94	\$ 645,408.94	4/13/2019
P404160034	MD Bridge 0 Western Ave.	\$ 45,994.52	\$ 11,498.63	6/1/2019
P404160035	UPRR North line Peterson/	\$ 187,109.44	\$ 84,199.25	9/30/2019
P404160036	RID Bridge 275 Old 96th A	\$ 150,264.02	\$ 150,264.02	6/16/2019
P404160046	Chicago Street Re-Opening	\$ 282,424.43	\$ 34,396.45	4/1/2019
P404170028	Cline Avenue Bridge Indep	\$ 478,736.55	\$ 211,340.36	12/31/2019
P404170037	TNRTAP	\$ 549,681.41	\$ 398,764.75	10/31/2019
P404170045	TDOT Safety Oversight Pro	\$ 399,606.11	\$ 278,339.66	10/14/2019
P404170048	IDOT-PTB 182 - WO#1 Sign	\$ 35,048.00	\$ 9,342.76	7/31/2020
P404170061	IDOT-PTB 182 - WO#2 Overh	\$ 34,969.00	\$ 22,306.41	7/31/2020
P404180017	Lincoln Yards	\$ 204,000.00	\$ 72,800.00	6/20/2020
P404180019	Cline Avenue & S. Norfolk	\$ 482,080.00	\$ 254,684.80	1/31/2020
P404180028	ODOT SFY 2019 TAM Plan Ta	\$ 49,521.56	\$ 30,301.69	6/30/2019
P404180031	CTA GEC - Ravenswood Bran	\$ 710,259.74	\$ 710,259.74	12/31/2019
P404180034	Brandon Road Development	\$ 19,800.00	\$ 1,075.64	1/31/2019
P404180040	CCDOH WO8 - CM Database	\$ 24,992.00	\$ 24,992.00	12/1/2019
P604100015	CDA: Consolidated Rental	\$ 29,070,637.00	\$ 408,501.36	12/31/2019

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

6

Direct Labor	
Direct 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):

Project No. RR-18-4434Consultant: TranSystems Corporation**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1 _____

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

6 _____

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

2 _____

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

7 _____

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

3 _____

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

8 _____

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

4 _____

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

9 _____

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

5 _____

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

10 _____

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Wang Engineering, Inc.

Contract Number: RR-18-4434

Proposal Date: 3/29/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

RR-18-4434

Wang Engineering, Inc.

Grand Total Exhibit A Hours	1925

MONTHS of YEAR 2019

Wang Engineering, Inc.

TOTAL HOURS

PSB 18-1 and Later ONLY

RR-18-4434

Consultant:

Wang Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contract RR-18-4434													
QA Materials Testing	4	24	24	73	93	93	88	88	88	64	64	44	747
TOTALS	4	24	24	73	93	93	88	88	88	64	64	44	747

Consultant: Wang Engineering, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

TOTAL DIRECT SALARY	\$	84,353.50
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2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER .. \$.. 236,189.80

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

TOTAL DIRECT COSTS	\$	13,810.20
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C. SERVICES BY OTHERS

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ -

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (Prime Consultant)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ _____

(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 250,000.00

Contract No.: RR-18-4434 Consultant: Wang Engineering, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5
- C. **OVERTIME PREMIUM**
- D. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 13,810.20

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.: RR-18-4434

Consultant: Wang Engineering, 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: Koshykunju Jacob

Classification: Materials QA Technician

Name: _____

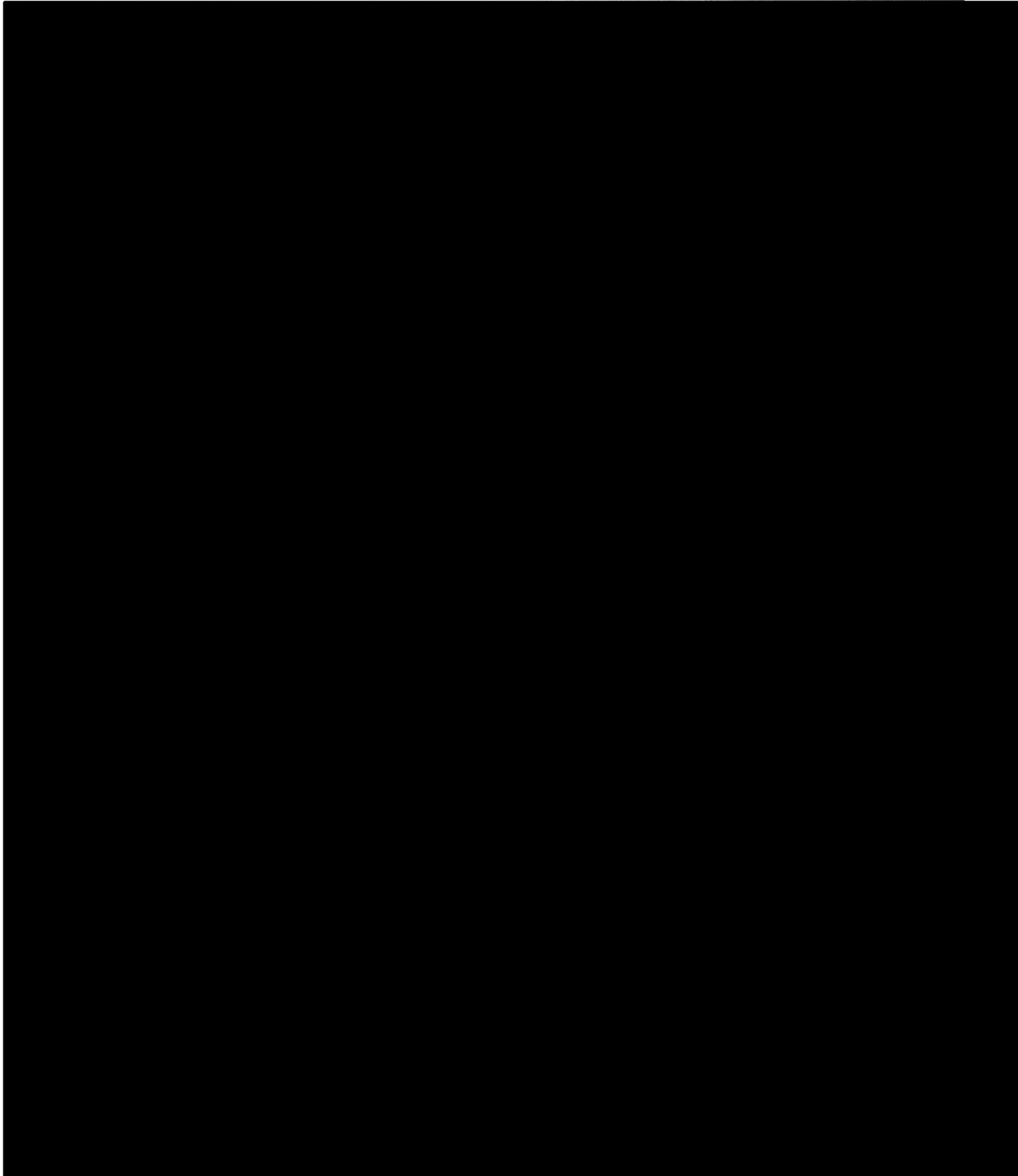
Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____



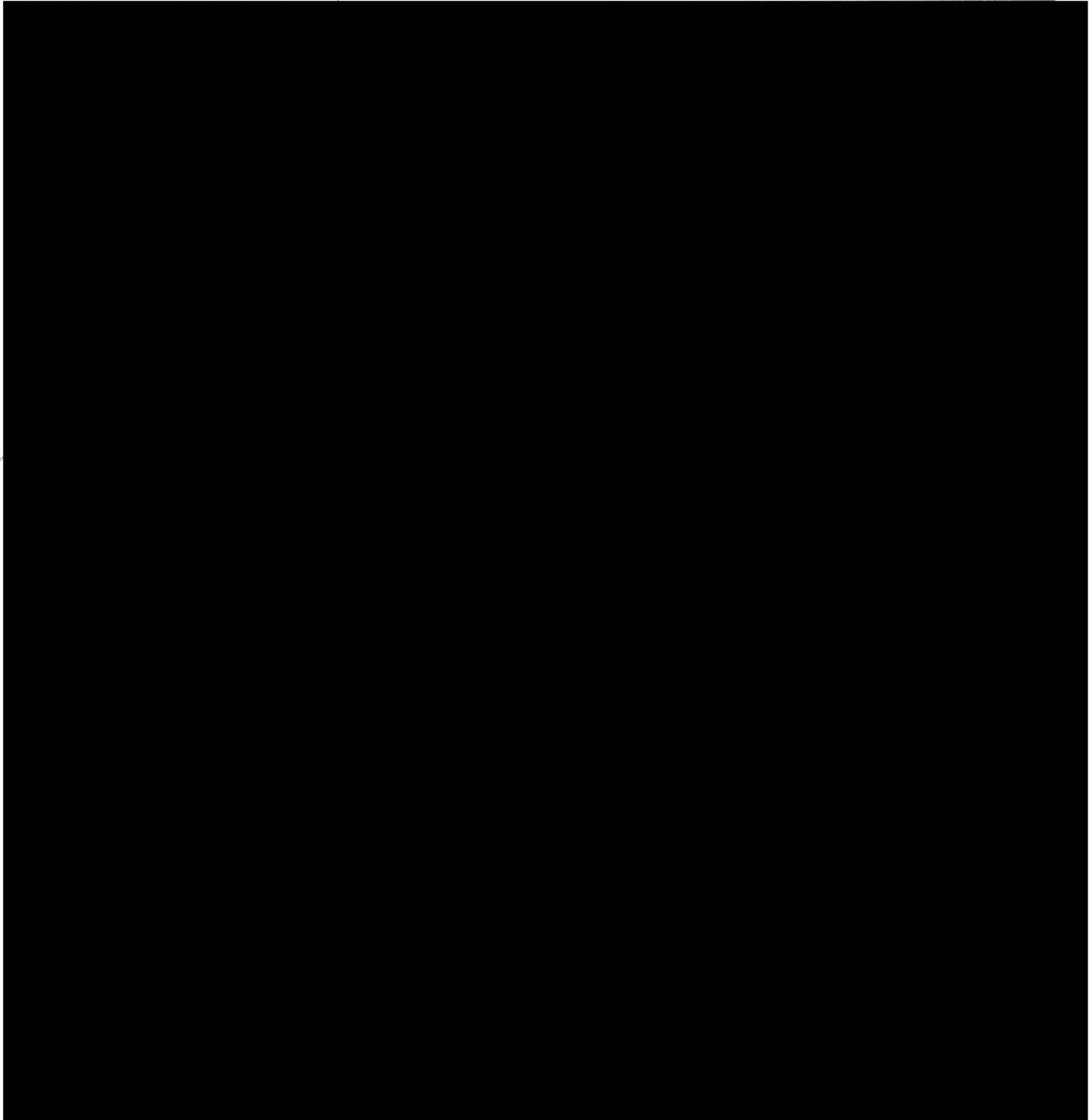


EXHIBIT F

Contract No. RR-18-4434

Wang Engineering, Inc.

SCOPE OF SERVICES

Phase III engineering services are required for the construction inspection, and supervision at selected locations on the Tollway system. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical tasks will include, but not be limited to:

1. Reagan Memorial Tollway Roadway and Bridge Rehabilitation (Contract RR-18-4379, M.P. 113.5 [Illinois Route 56] to M.P. 118.2 [Aurora Toll Plaza])
2. Reagan Memorial Tollway Roadway and Bridge Preservation (Contract RR-18-4381, M.P. 118.2 [Aurora Toll Plaza] to M.P. 123.4 [IL 59]).
3. On call and as- needed work related on the Tollway system.

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

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

Schedule: This project is scheduled to start in 2019.

EXHIBIT G CONTRACT

(Wang Engineering, Inc.)

CURRENT OBLIGATIONS

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining to Be Earned	Estimated Date of Completion
I-11-4014 PSB 12-3, Item 2 Wang 450-03-03 (Jacobs)	Geotechnical Engineering Services	\$ 3,470,000.00	\$ 1,070,000.00	May-20
I-13-4622 PSB 13-4, Item 01 Wang 630-09-01 (Stanley)	Geotechnical Engineering Services	\$ 2,950,000.00	\$ 1,453,355.00	Dec-19
I-14-4193 PSB 14-1, Item 08 Wang 468-01-01	Construction Engineering Services	\$ 98,968.00	\$ 29,566.39	Sep-18
RR-14-4222 PSB 14-3, Item 02 Wang 314-19-01 (BB&A)	Geotechnical Engineering Services	\$ 556,614.00	\$ 76,099.00	Jan-19
RR-14-4223 PSB 14-3, Item 3 Wang 790-83-01 (TranSystems)	Geotechnical Engineering Services	\$ 1,754,548.89	\$ 52,490.26	Jan-19
RR-14-9171 PSB 14-3 Item 8 Wang 1400-02-00	Construction Engineering Services	\$ 50,876.00	\$ 48,122.05	Dec-18
I-15-4658 PSB 15-2 Item 07 Wang 255-31-01 (Stantec)	Geotechnical Engineering Services	\$ 1,249,286.00	\$ 1,244,286.00	On Hold
RR-16-4265 PSB16, Item 01 Wang 1100-09-01 (AECOM)	Geotechnical Engineering Services	\$ 937,000.00	\$ 113,000.00	Jun-19
I-17-4275 PSB 17-2 Item 07 Wang 775-19-01 (Clorba)	Geotechnical Engineering Services	\$ 1,170,576.52	\$ 281,068.52	Dec-19
I-17-4276 PSB 17-2 Item 08 Wang 213-04-00 (HBM)	Geotechnical Engineering Services	\$ 100,000.00	\$ 83,589.00	Dec-19
RR-18-4381 PSB 18-2 Item 04 Wang 747-01-01 (Lochmuller)	Geotechnical Engineering Services	\$ 36,964.00	\$ 20,655.00	Jun-19
RR-18-4410 PSB 18-4-07 Wang P180518 (Prime)	Geotechnical Engineering Services	\$ 2,000,000.00	\$ 2,000,000.00	Dec-20
RR-18-4434 PSB 18-4 Item 4 Wang 393-16-01	Construction Engineering Services	\$ 250,000.00	\$ 250,000.00	Dec-20
D-91-408-11 PTB 159-001 Wang 630-08-01	Geotechnical Engineering Services	\$ 787,411.00	\$ 117,617.01	Dec-19

EXHIBIT G
CONTRACT
(Wang Engineering, Inc.)

CURRENT OBLIGATIONS

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining to Be Earned	Estimated Date of Completion
D-91-227-13 PTB 163-001 Wang 1100-04-01	Geotechnical Engineering Services	\$ 2,476,189.00	\$ 77,425.31	Dec-20
D-91-023-14 PTB 169-18 Wang 168-05-01	Geotechnical Engineering Services	\$ 516,047.00	\$ 203,254.17	Dec-18
D-91-011-14 PTB 169-19 Wang 195-13-01	Geotechnical Engineering Services	\$ 296,761.00	\$ 47,028.73	Dec-18
P-94-018-13 / D-4-018-13 PTB 169-29 Wang 414-09-01	Geotechnical Engineering Services	\$ 885,777.00	\$ 92,152.91	Dec-18
D-91-104-14 PTB 170-03 Wang 132-09-00	Geotechnical Engineering Services	TBD	TBD	Dec-18
D-91-459-14 PTB 173-10 Wang 491-02-00	Geotechnical Engineering Services	\$ 113,863.00	\$ -	Dec-18
D-91-101-15 PTB 174-07 Wang 811-04-00	Geotechnical Engineering Services	\$ 23,288.00	\$ 23,288.00	Feb-19
P-91-225-15 PTB 175-05 Wang 630-10-00	Geotechnical Engineering Services	Task Orders	Task Orders	-
P-91-224-15 PTB 175-11 Wang 255-32-00	Geotechnical Engineering Services	Task Orders	Task Orders	-
P-92-022-15/D-92-022-15 PTB 176-11 Wang 751-07-01	Geotechnical Engineering Services	\$ 215,213.00	\$ 209,111.00	Dec-20
D-91-020-16 PTB 177-04 Wang 199-01-00	Geotechnical Engineering Services	TBD	TBD	Oct-20
D-91-226-16 PTB 179-04 Wang 213-03-00	Geotechnical Engineering Services	TBD	TBD	Dec-18
D-91-321-16 PTB 180-02 Wang 491-03-00	Geotechnical Engineering Services	\$ 125,349.00	\$ 125,349.00	Dec-19
P-92-005-15 PTB 181-09 Wang 412-09-00	Geotechnical Engineering Services	Task Orders	TBD	Oct-19
D-91-177-17 PTB 182-01 Wang 555-16-00	Geotechnical Engineering Services	\$ 300,000.00	\$ 229,186.11	Jan-20

EXHIBIT G
CONTRACT
(Wang Engineering, Inc.)

CURRENT OBLIGATIONS

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining to Be Earned	Estimated Date of Completion
D-91-115-17 PTB 182-04 Wang 486-23-00	Geotechnical Engineering Services	TBD	TBD	Dec-18
P-30-027-17 PTB 183-17 Wang 707-22-00	Geotechnical Engineering Services	TBD	TBD	Sep-19
D-92-018-13 P180435	Geotechnical Engineering Services	\$ 36,500.00	\$ 36,500.00	Sep-20
D-91-291-18 Wang P180723	Geotechnical Engineering Services	TBD	\$ -	Jan-00
D-91-294-18 Wang P180722	Geotechnical Engineering Services	TBD	\$ -	Jan-00
PTB 189/017 D-91-369-18 P181022	Geotechnical Engineering Services	\$ 100,000.00	\$ 100,000.00	Dec-18

Contract No.: RR-18-4434Consultant: Wang Engineering, 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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

Project No. RR-18-4434Consultant: Wang Engineering, Inc.**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

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

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

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