

RESOLUTION NO. 21989

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 Contract RR-19-9218, Systemwide. Arcadis U.S. Inc. submitted a proposal to provide such services for an upper limit of compensation not to exceed \$4,000,000.00. The proposal is for construction-related professional services. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Arcadis U.S. Inc. to obtain Construction Management Services Upon Request on Contract No. RR-19-9218 with an upper limit of compensation not to exceed \$4,000,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by



Chairman



June 10, 2020

Mr. Rick Cianfaglione
Sr. Vice President
Arcadis U.S., Inc.
200 South Michigan Avenue, Suite 2000
Chicago, IL 60604

**Re: Contract RR-19-9218
Construction Management Upon Request –
Systemwide Non-Roadway, On-call and As-needed**

NOTICE TO PROCEED

Dear Mr. Cianfaglione:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated March 9, 2020, for Construction Management Services for Contract RR-19-9218. You are hereby authorized to commence with the work as of June 10, 2020, and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

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

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

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

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

Contract RR-19-9218
Notice to Proceed
Page 2 of 2

Please contact Ed Flores at 630-241-6800 extension 4800 for further information.

Sincerely,



Eric Ocoomy
Chief of Contract Services

EO: cmhg

cc:	Mustafa Hassan	Lane Closures	Chief Engineering Officer
	Ed Flores	Contract Services	Eleanor Curcuro
	Dorothy Jablonski	Sue Biggs	

File: 04.9218.01.05 LT_Tollway_EO_9218Arcadis-NTP_06102020



Contract: RR-19-9218

PSB: 19-3 Item #10

Consultant: Arcadis U.S., Inc.

PM: Ed Flores

Reviewer: Sherita Kelly

Review Date: 5/14/20

Resolution:	Complete
Agreement	Complete
Proposal	Complete
Certifications/Disclosures	Complete
Delinquent Debt	Complete
DBE Compliance:	Complete
W-9 Form	N/A
Certificate of Good Standing:	Complete
Certificate of Insurance:	Complete

Cover Page, Exhibit D, Exhibit E and Proposal Exhibits

Arcadis U.S., Inc. (Revised and Completed)

- Proposal
- Certificate of Insurance
- **Exhibit E:** Key Personnel please provide resumes for- George J. Cussen, and Russell T. Randich

The Roderick Group, Inc., dba Ardmore Roderick (Revised and Completed)

- **Cover Page:** Date should be revised to 3/9/2020*
- Please use the most current version of Proposal exhibits on Tollway's website. The names of the templates on our website are Proposals PSB 18-1 and Later. Proposal Exhibits (12/2019) (xism).
- **Exhibit E:** Key Personnel please provide resume for- John Ursey

GEO Services, Inc. (Revised and Completed)

- **Cover Page:** Date should be revised to 3/9/2020*
- **Exhibit D:** Remove vehicle/postage and delivery from the Direct Cost Category

PinPoint Precision, LLC (Revised and Completed)

- **Cover Page:** Date should be revised to 3/9/2020*
- **Exhibit E:** Key Personnel please provide resumes for- James Smith and Anthony Ramos

R & G Engineering, LLC dba Reach Grow Exceed Engineering (Revised and Completed)

- **Cover Page:** Date should be revised to 3/9/2020*
- **Exhibit D:** Remove overtime premium and vehicles from Direct Cost Category
- **Exhibit E:** Key Personnel please provide resume for Zachary Ihde

ACOT Associates Group, LLC (Revised and Completed)

- **Exhibit E:** Key Personnel please provide resume for- Akin J. Akinduro
- Please provide VOSB certification

1.5.10 Item 10 RR-19-9218, Construction Management Upon Request – Systemwide Non-Roadway

This project has a 35% D/M/WBE participation goal and 3% 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 Illinois Tollway on an as-needed basis. Typical tasks will include projects that are required for the Tollway system, and may include, but not be limited to:

Work tentatively scheduled for construction in 2020-2024:

1. Miscellaneous facility repairs, systemwide
2. JOC support
3. Pavement Marking, systemwide
4. Sign fabrication and installation, systemwide
5. On call and as-needed work related to the Tollway System

The upper limit of compensation will be set at \$4,000,000 to be authorized for use as individual projects are needed.

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 Illinois Tollway for constructability. The Consultant must complete and submit final measurements, calculations and final contract documents to the Illinois Tollway no later than six (6) weeks after completion of Punch List for the project.

Firms must be prequalified by IDOT in the following categories:

Special Services (Construction Inspection)

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

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

Schedule: This project is scheduled to start in 2020.

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

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

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

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

Exhibit A – Proposed Staff

PSB 19-3 Item 10

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

Project Manager (Items 1-10,13)			
Name:	Kevin Holt		
Firm:	Arcadis U.S., Inc		
Category:	IL Licensed Professional Engineer		
License #:	062-058522		
Year Registered:	2005	State:	IL
Office Address:	200 S. Michigan Ave. #2000		
City:	Chicago	State:	IL

Roadway Design (Items 1-10,13)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Structural Design (Items 1-9, 11,13)			
Name:			
Firm:			
Category:	IL Licensed Professional Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Resident Engineer (Items 1-8,10)			
Name:	Mark Madden		
Firm:	Arcadis U.S., Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-041924		
Year Registered:	1984	State:	IL
Office Address:	200 S. Michigan Ave. #2000		
City:	Chicago	State:	IL

Materials Coordinator (Items 1-8,10)			
Name:	Johnny Usrey		
Firm:	Ardmore Roderick		
Category:	Documentation Certification Number- IDOT class S-14		
License #:	19-15471		
Year Registered:	2019	State:	IL
Office Address:	1500 W. Carroll Ave. #300		
City:	Chicago	State:	IL

Document Technician (Items 1-8,10)			
Name:	Barbara Graham		
Firm:	Arcadis U.S. Inc.		
Category:	Documentation Certification Number- IDOT class S-14		
License #:	17-12412		
Year Registered:	2017	State:	IL
Office Address:	200 S. Michigan Ave. #2000		
City:	Chicago	State:	IL

Materials QA Technician (Items 1-11)			
Name:	James Sundy		
Firm:	Geo Services, Inc.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	1235 E. Davis Street		
City:	Arlington Hts.	State:	IL

Document Technician (Items 1-8,10)			
Name:	Juan Meneses		
Firm:	R&G Engineering		
Category:	Documentation Certification		
License #:	17-13190		
Year Registered:	2017	State:	IL
Office Address:	2150 S. Canalport Ave, # 4A-1		
City:	Chicago	State:	IL

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

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

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

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

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

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

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

Document Technician (Items 1-8,10)			
Name:	Cristine Boulos		
Firm:	Ardmore Roderick		
Category:	Documentation Certification Number- IDOT class S-14		
License #:	19-15587		
Year Registered:	2019	State:	IL
Office Address:	1500 W. Carroll Ave. #300		
City:	Chicago	State:	IL

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

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

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

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

Exhibit A – Proposed Staff

PSB 19-3, continued

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

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

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

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

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

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

Project Engineer (Item 12)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

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

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

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

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

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

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

Exhibit A continued
Attach resumes for Key Project Personnel.

<u>Management</u>	<u>Professionals</u>	<u>Technical Staff</u>
Total <u>1</u>	Engineers <u>9</u>	Technicians <u>11</u>
	Land Surveyors <u>1</u>	Draftsmen _____
	Architects _____	Survey Crew <u>1</u>
	Others _____	Clerical <u>1</u>
	Total <u>10</u>	Other _____
		Total <u>13</u>
	Total Projected Staff	<u>24</u>

Exhibit A – Proposed Staff

PSB# 19-3

Item# 10

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

If **Yes**, provide completion date and/or number of months.

End date in 2024, as directed by the Tollway

If **No**, explain:

Exhibit A



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

March 18, 2019

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Michael Bempah
Pin Point Precision, LLC
4722 W. 147th St., Ste. 4
Midlothian, IL 60445

Dear Mr. Bempah:

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for Pin Point Precision, LLC and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

To remain certified and in good standing, you must annually submit a *No Change Affidavit*. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there is a change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,

A large black rectangular redaction box covering the signature of E. Diane Cook Felton.

E. Diane Cook Felton, Manager
DBE Certification Section
Bureau of Small Business Enterprises



October 30, 2019

Michael Bempah
PinPoint Precision Engineering
1016 W. Jackson Blvd.
Chicago, IL 60607

Dear Business Owner:

Re: **NCA Certification Approval** Minority Business Enterprise (MBE)
Certification Term Expires: October 17, 2020

Congratulations! After reviewing the No-Change Affidavit (NCA) information you supplied, we are pleased to inform you that your firm has been granted continued certification under the Business Enterprise Program (BEP) for Minorities, Females and Persons with Disabilities.

This certification is in effect with the State of Illinois until the date specified above as long as you continue to submit annual No - Change Affidavits and are found to still meet the requirements of the Program.

Your firm's name will appear in the State's Directory as a certified vendor with the BEP in the specialty area(s) of:

NIGP 92500: ENGINEERING SERVICES, PROFESSIONAL
NIGP 92517: CIVIL ENGINEERING

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on www.opportunities.illinois.gov and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the BEP. We welcome your participation and wish you continued success.

Since 



Carlos Gutiérrez
Certification Manager
Business Enterprise Program



DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420

January 17, 2018
In Reply Refer To: **00VE**

Mr. Daniel Olubodun Akinduro
ACOT Associates Group, LLC
DUNS: 079390458
5796 Shelby Oaks Dr., Ste #16A
Memphis, TN 38134

Dear Mr. Akinduro:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that ACOT Associates Group, LLC has been verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and added to the Vendor Information Pages (VIP) at <http://www.vip.vetbiz.gov>. ACOT Associates Group, LLC will be eligible to participate in Veterans First Contracting Program opportunities with VA.

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm ACOT Associates Group, LLC's continued program eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your expiration date by logging in to your VIP profile.

To promote ACOT Associates Group, LLC's verified status, you may use the following link to download the logo for use on marketing materials and business cards: http://www.vetbiz.gov/cve_completed_s.jpg. In addition, please access the following link for information on the next steps and opportunities for verified businesses: <http://www.va.gov/osdbu/verification/whatsNext.asp>.

To ensure that ACOT Associates Group, LLC is correctly listed in the Vendor Information Pages, check ACOT Associates Group, LLC's profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that ACOT Associates Group, LLC is presently, as of the issuance of this notice, in compliance with the regulation, ACOT Associates Group, LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 60 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in ACOT Associates Group, LLC being removed from the VIP Verification Program.

*"World Class Professionals
Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"*

Page 2.

Mr. Daniel Olubodun Akinduro

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to ACOT Associates Group, LLC's verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individual records.

If ACOT Associates Group, LLC receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time ACOT Associates Group, LLC discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If the NAICS Code(s) are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee, and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in ACOT Associates Group, LLC being removed from the VIP Verification Program.

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

Sincerely



Thomas J. McGrath
Director
Center for Verification and Evaluation



September 9, 2019

Mr. Daniel Akinduro
ACOT Associates Group, LLC
1701 E. EMPIRE STREET, SUITE 360
STE 16-A
BLOOMINGTON, IL 61704

Dear Daniel Akinduro:

Re: Veteran Owned Small Business (VOSB)
SDVOBE Certification Approval
Certification Term Expires: March 21, 2020

Congratulations! After reviewing the information you supplied, we are pleased to inform you that your firm has been granted certification as a Veteran Owned Small Business (VOSB) under the Veterans Business Program (VBP).

The VBP accepts the United States Department of Veteran Affairs – Center for Veterans Enterprise's certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the United States Department of Veteran Affairs – Center for Veterans Enterprise.

At least 15 days prior to the anniversary day of your certification, you will be notified by BEP through email to update your certification as a condition of continued certification. It is your responsibility to ensure that the contact email address listed in the system is accurate and up to date and that the email account is checked regularly so that you do not miss any important notifications. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify the VBP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Your firm's name will appear in the State's Directory as a certified vendor with the VBP in the specialty area(s) of:

- NIGP 90740: ENGINEERING SERVICES, NON-LICENSED (NOT OTHERWISE CLASSIFIED), INCLUDING CONSULTING**
- NIGP 91275: QUALITY CONTROL TESTING SERVICES FOR CONSTRUCTION**
- NIGP 91890: STRATEGIC PLANNING AND CONSULTING**
- NIGP 91892: URBAN PLANNING CONSULTING**
- NIGP 95826: CONSTRUCTION MANAGEMENT SERVICES**
- NIGP 96121: COST ESTIMATING**

Your firm will only show up in the database of BEP-certified vendors under the NIGP codes listed above, so PLEASE REVIEW THE LIST CAREFULLY TO ENSURE THAT ALL RELEVANT NIGP CODES ARE INCLUDED. Also, please be advised, while this certification does not guarantee you will receive a State contract. Please visit the Vendor Registration page on www.opportunities.illinois.gov and be sure to register with each of the procurement bulletins listed that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the VBP. We welcome your participation and wish you continued success.

Sincerely,

Carlos Gutiérrez



May 7, 2019

Daniel Akinduro
ACOT Associates Group, LLC
5796 Shelby Oaks Drive, Suite 16-A
Memphis, TN 38134

Dear Mr. Akinduro:

Metra, your host agency, is pleased to notify you that your firm has met the requirements for Disadvantaged Business Enterprise (DBE) program certification in accordance with the governing federal regulations, 49 CFR part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra, and Pace.

To remain certified with the IL UCP you must submit a *No Change Affidavit* annually. Your next No Change Affidavit is due **May 2, 2020**. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change.

Your firm's name will appear in the IL UCP directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed at www.metrarail.com under the Business Diversity DBE link. Your firm's name will appear in the IL UCP DBE Directory under the following:

NAICS Code: 236220, 541330, 541380

Specialty: 236220 – Construction Management and Project Management
541330 – Civil, Structural, Mechanical, Electrical Engineering
541380 – Materials Testing and Inspection

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a "*commercially useful function*" (CUF) in its approved area(s) of specialty.



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

April 12, 2019

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Richard A. Rivera
R & G Engineering, LLC
2150 S. Canalport Ave., Ste. 4A-1
Chicago, IL 60608

Dear Mr. Rivera:

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for R & G Engineering, LLC and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

To remain certified and in good standing, you must annually submit a *No Change Affidavit*. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there is a change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,


E. Diane Cook Felton, Manager
DBE Certification Section
Bureau of Small Business Enterprises

Certified Profile

[CLOSE WINDOW](#)

[Print](#)

Business & Contact Information

BUSINESS NAME	Rubinos & Mesia Engineers, Inc., DBA RME
OWNER	Mr Dipak S Shah
ADDRESS	200 S. Michigan Ave. - STE 1500 Chicago, IL 60604-3607 Map This Address
PHONE	312-870-6600
FAX	312-663-1473
EMAIL	Dshah@RME-i.com

Certification Information

CERTIFYING AGENCY	Cook County
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	6/28/2018
RENEWAL DATE	12/25/2019
EXPIRATION DATE	6/28/2021
CERTIFIED BUSINESS DESCRIPTION	Professional Services: Engineering and Structural Engineering Consulting Services; Construction Inspection Services

Commodity Codes

Code	Description
NAICS 541330	Construction engineering services
NAICS 541330	Engineering services
NAICS 541330	Engineers' offices

Additional Information



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN

1st District

DENNIS DEER

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

EDWARD M. MOODY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

June 28, 2018

Mr. Dipak S. Shah, President
Rubinos & Mesia Engineers, Inc.
200 S. Michigan Avenue, Suite 1500
Chicago, IL 60604-3607

Re: Annual Certification Expires: June 28, 2019

Dear Mr. Shah:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** by Cook County Government. This certification is valid until **June 28, 2021**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification during this five (5) year term, you must file a **"No Change Affidavit"** within **sixty (60) business days prior to the date of Annual Certification Expiration**. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as an **MBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

**Licensed Professional Services: Engineering and Structural Engineering Consulting Services;
Construction Inspection Services**

Your firm's participation on Cook County contracts will be credited toward **MBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, and Service-Disabled Veteran Business Enterprise Programs.

Sincerely,

 ²¹
Jacqueline Gomez
Contract Compliance Director

JG/lar



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

November 4, 2019

Rashod Johnson
The Roderick Group, Inc. dba Ardmore Roderick.
1500 West Carroll Avenue, Suite 300
Chicago, IL 60607

E-mail: rashod@ardmoreroederick.com

Dear Mr. Johnson:

This letter is to inform you that the City of Chicago has extended your status as a **Minority-Owned Business Enterprise (MBE) until February 4, 2020**. We are providing this extension to allow enough time for you to provide any additional documentation that your application may be missing and/or for our office to continue our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until processing has been completed.

Please present this letter and a copy of your last certification letter as evidence of your certification with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-4900.

Sincerely,

[REDACTED]
Désirée M. Otkins
Manager of Certification

DMO/sl



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JAN 17 2018

Rashod Johnson
The Roderick Group, Inc., d/b/a Ardmore Roderick
1327 West Washington Blvd., Suite 105
Chicago, IL 60607

REVISED

Dear Rashod Johnson:

We are pleased to inform you that **The Roderick Group, Inc., d/b/a Ardmore Roderick** has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **10/15/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **10/15/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days prior** to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **10/15/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **8/15/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to

provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s)

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 - Civil engineering services

541330 - Engineering design services

541330 - Engineering services

541370 - Surveying and Mapping Services (except geophysical)

541611 - Administrative and General management Consulting Services

JAN 17 2018

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Rich Butler
First Deputy Procurement Officer

RB/sl

Handwritten initials in blue ink, possibly 'RB' or similar, located in the bottom right corner of the page.



May 13, 2019

Julian Rueda
Geo Services, Inc.
805 Amherst Court, Suite 204
Naperville, IL 60565-3448

Dear Mr. Rueda:

Metra has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due **May 9, 2020**.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in your certification that affect your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is grounds for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firms name will appear in the IL UCP directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed at www.metrarail.com under the Business Diversity DBE link. Your firm's name will appear in the IL UCP DBE Directory under the following:

NAICS Code: 238210, 238910, 541330, 541380

Specialty: 238210 – Electrical Contractor
238910 – Boring and Test Boring for Construction, Core and Soil Test Drilling
541330 – Geo-Technical, Environmental, Construction Inspection, Construction QA/QC
541380 – Materials Testing Laboratory Services

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Sincerely,


Janice R. Thomas, CPPB
Senior Division Director
Office of Business Diversity & Community Relations

JRT:ms/kb

AM



DEPARTMENT OF PROCUREMENT SERVICES

OCT 08 2019

CITY OF CHICAGO

Julian Rueda
Geo Services, Inc.
805 Amherst Court, Suite 204
Naperville, IL 60565-3448

RE: Change in NAICS Codes

Dear Mr. Rueda:

We are pleased to inform you that we have updated your certification to reflect your firm's change in NAICS Codes. **Geo Services, Inc.** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **08/15/2021**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **08/15/2020**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **08/15/2021**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **06/15/2021**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

238910 – Boring, Test Boring, Soil Test and Core Drilling for Construction

541330 – Civil Engineering Services

541380 – Environment, Geotechnical and soil Testing Laboratories or Services

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

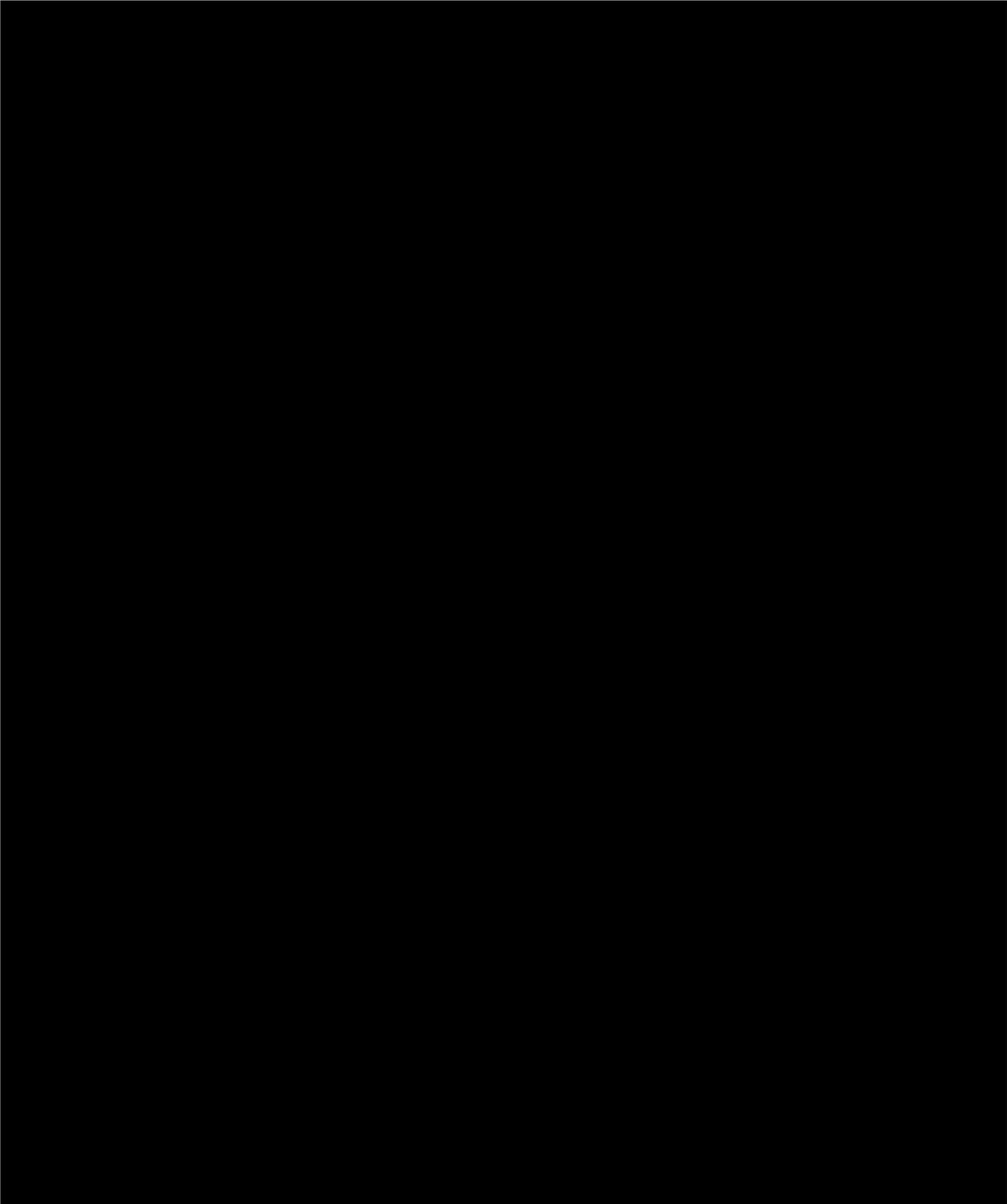
Sincerely,



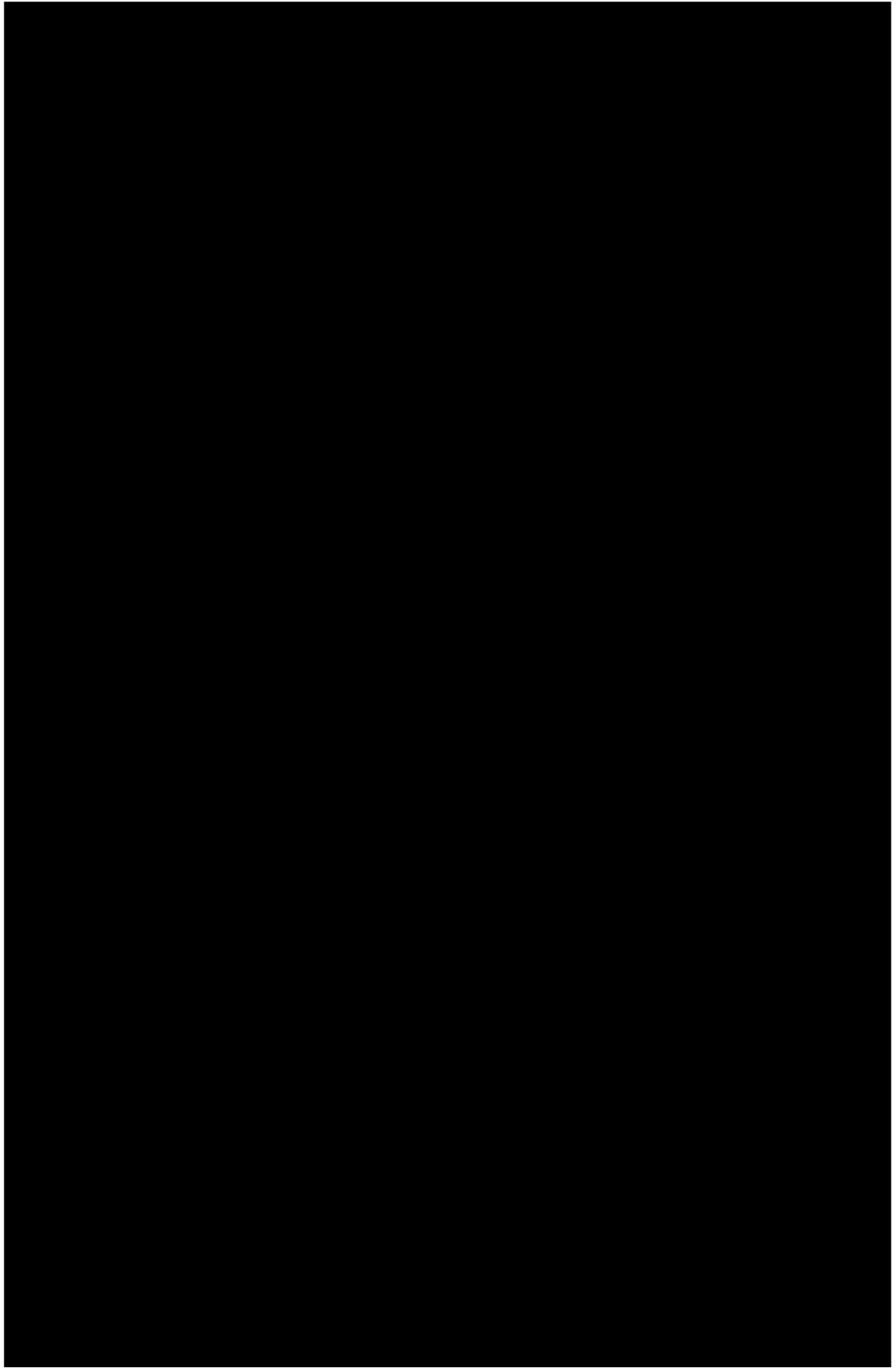
Shannon E. Andrews 
Chief Procurement Officer

SEA/kr

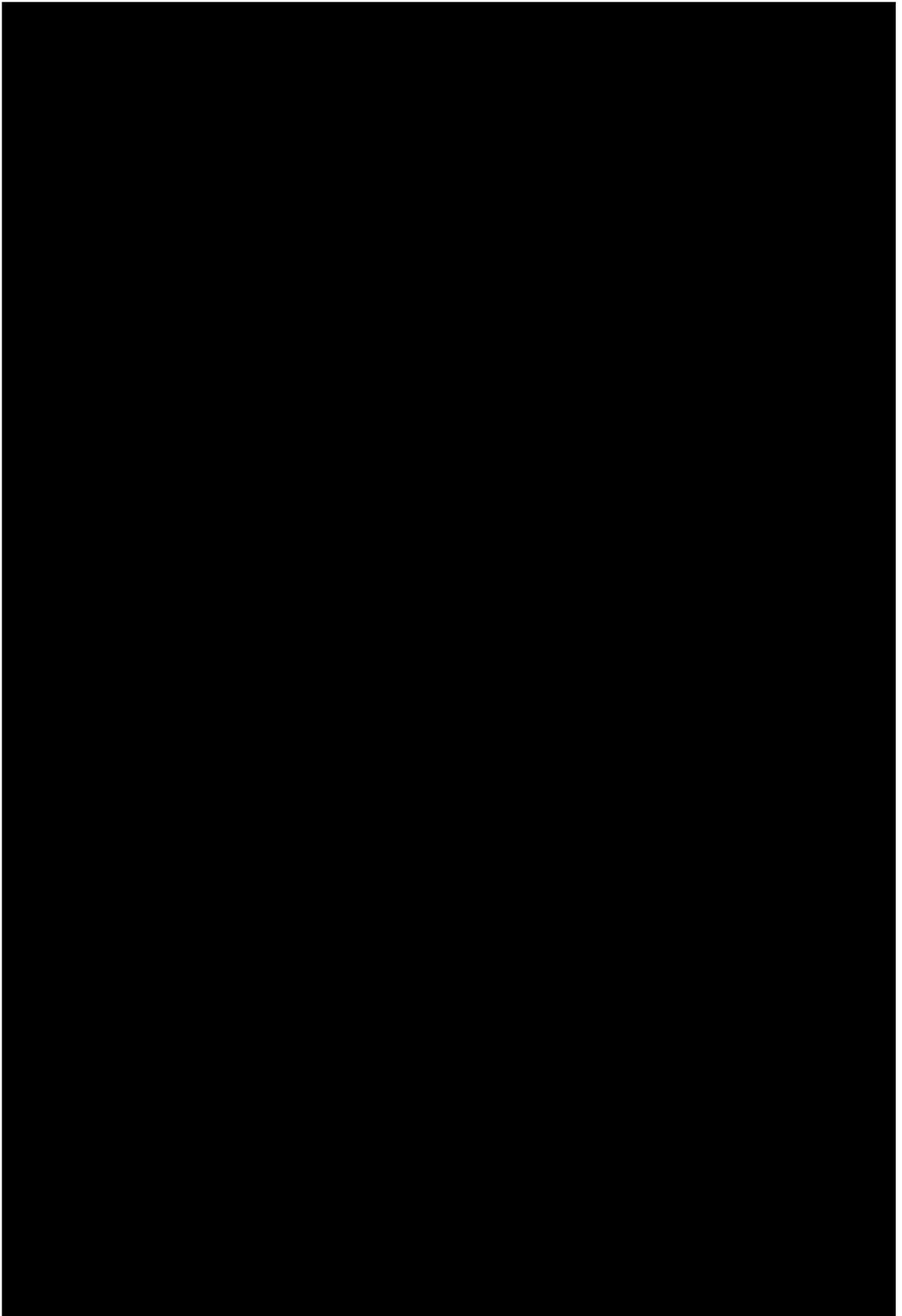
GEORGE J. CUSSEN, PE, SE
PROJECT PRINCIPAL



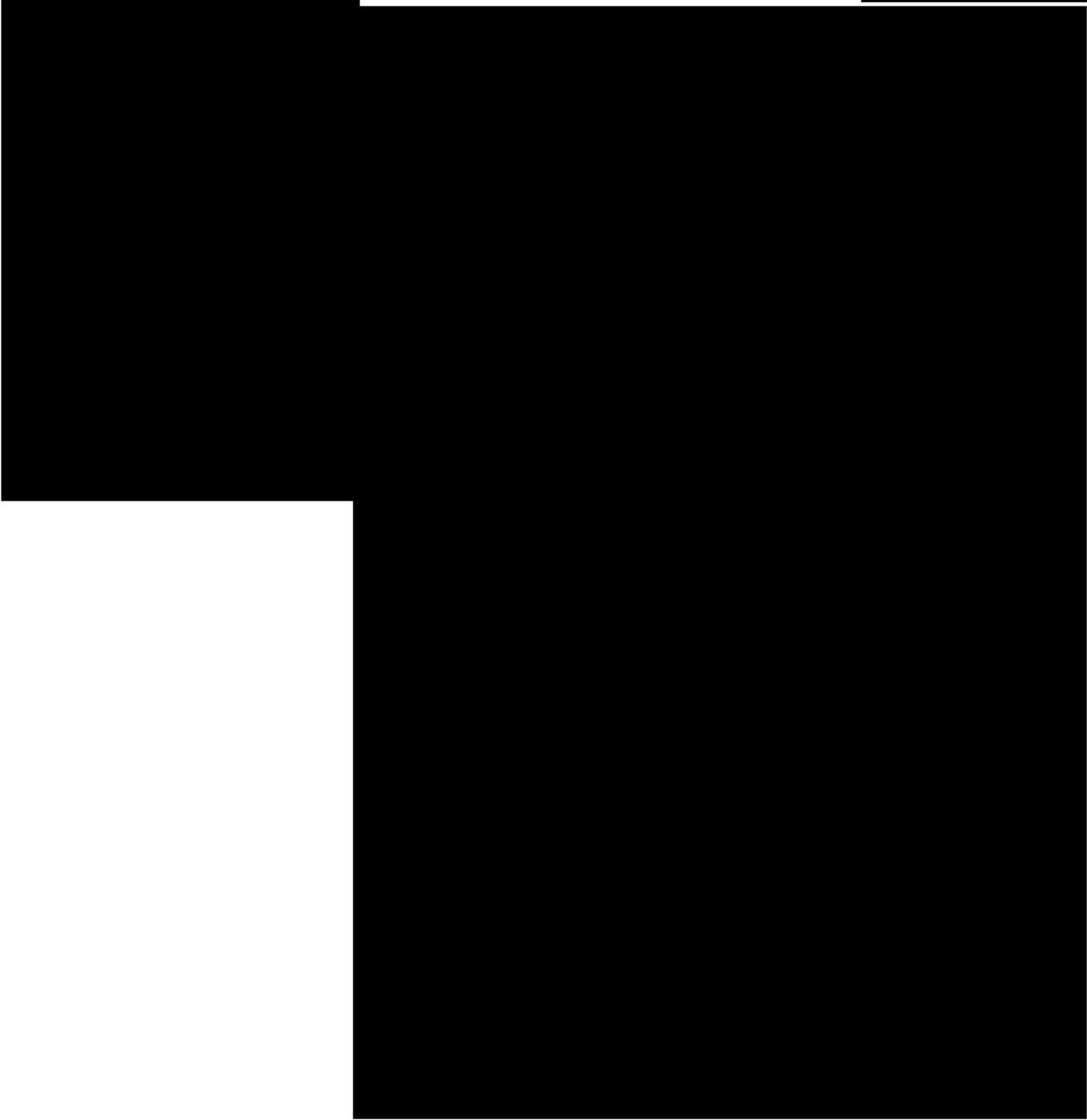
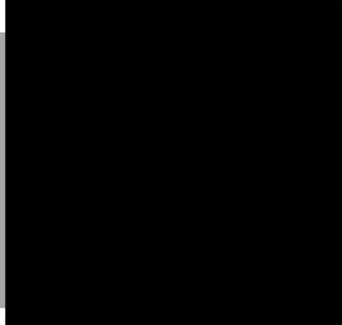
RUSSELL T. RANDICH, CCM
SENIOR ENGINEER

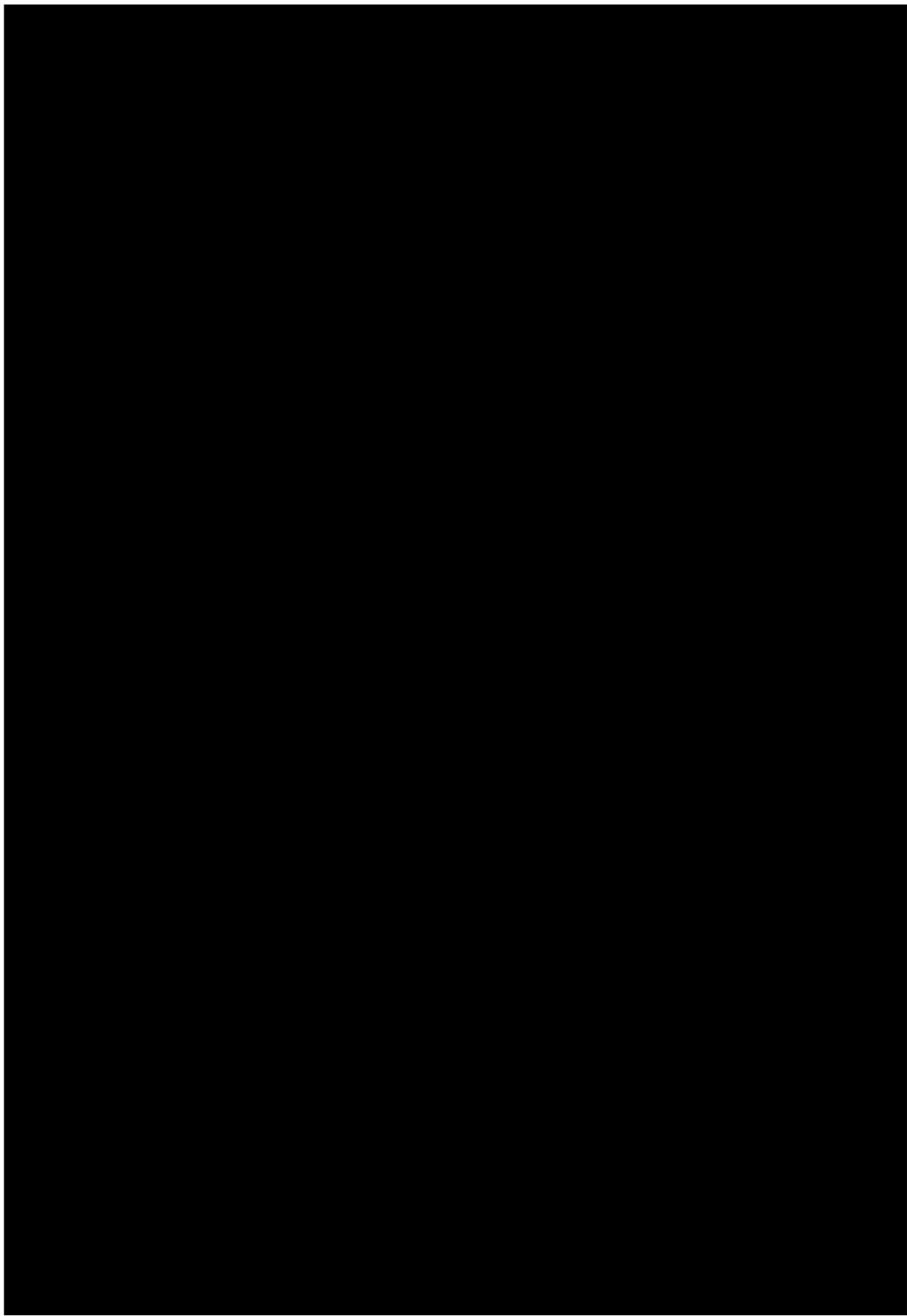


KEVIN C. HOLT, PE
PROJECT MANAGER



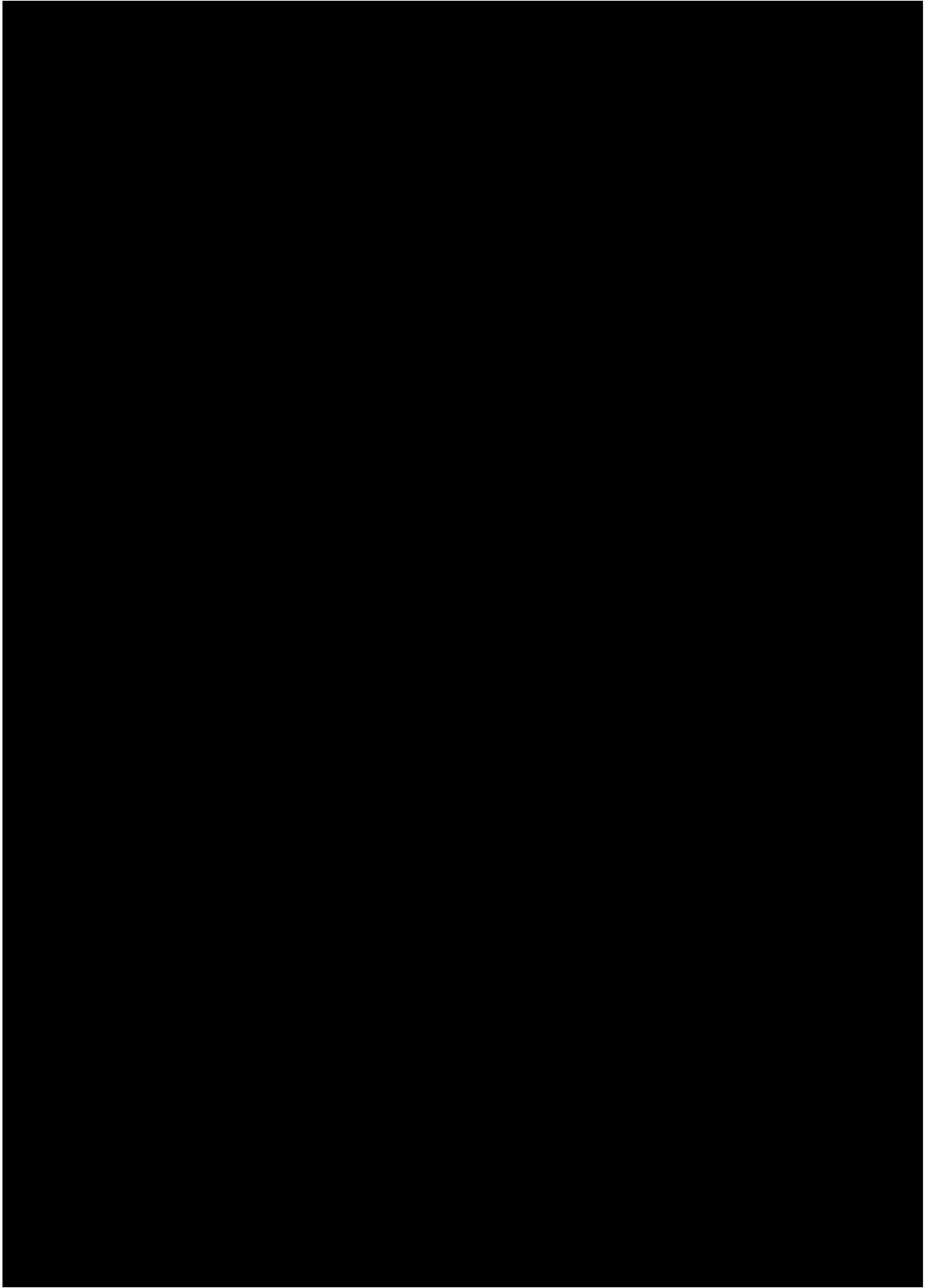
MARK A. MADDEN, PE
RESIDENT ENGINEER





BARBARA GRAHAM

DOCUMENT TECHNICIAN



Johnny Usrey

Material Coordinator

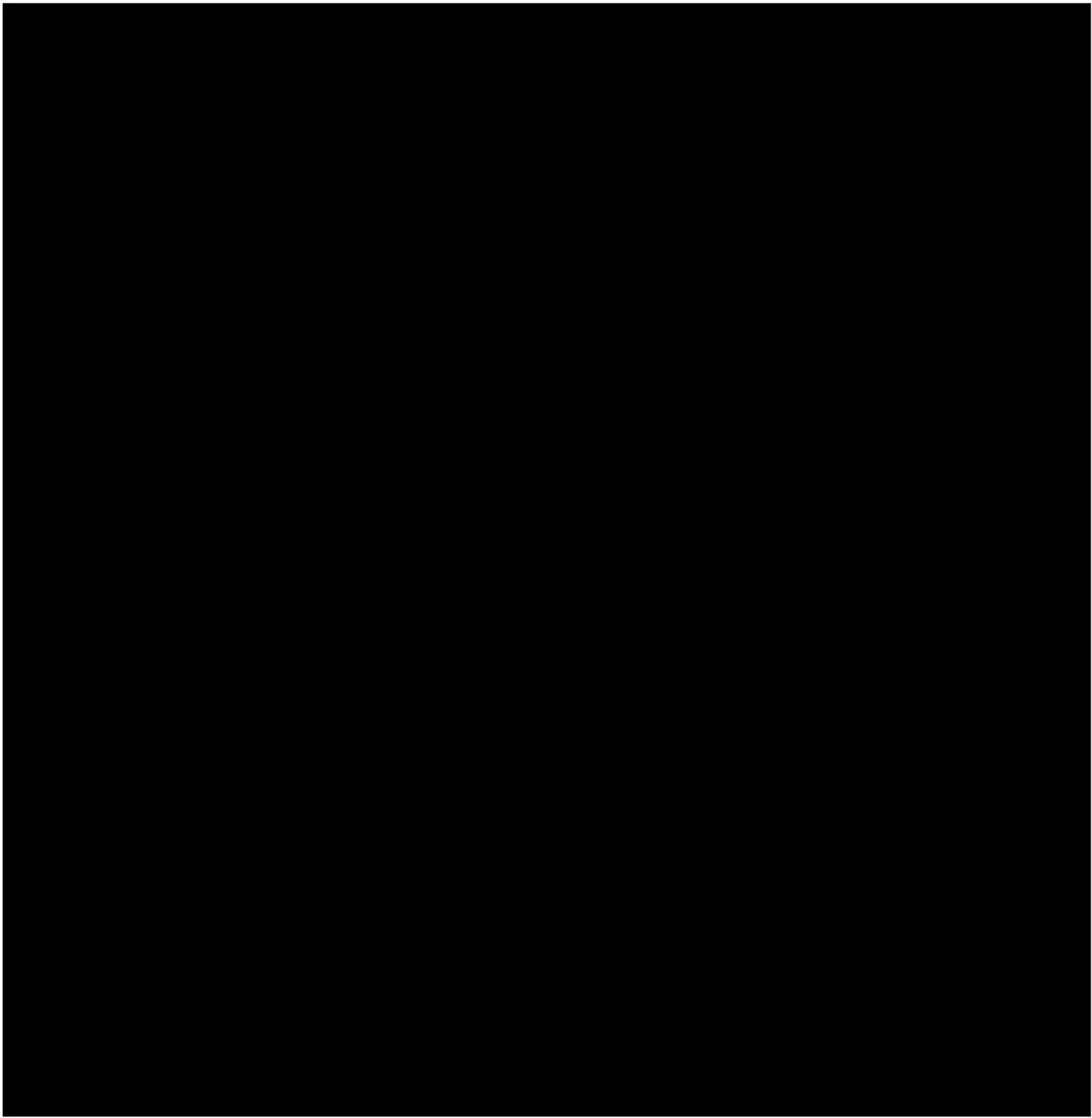
ArdmoreRoderick.com



Cristine Boulos

Senior Documentation Control Specialist

ArdmoreRoderick.com

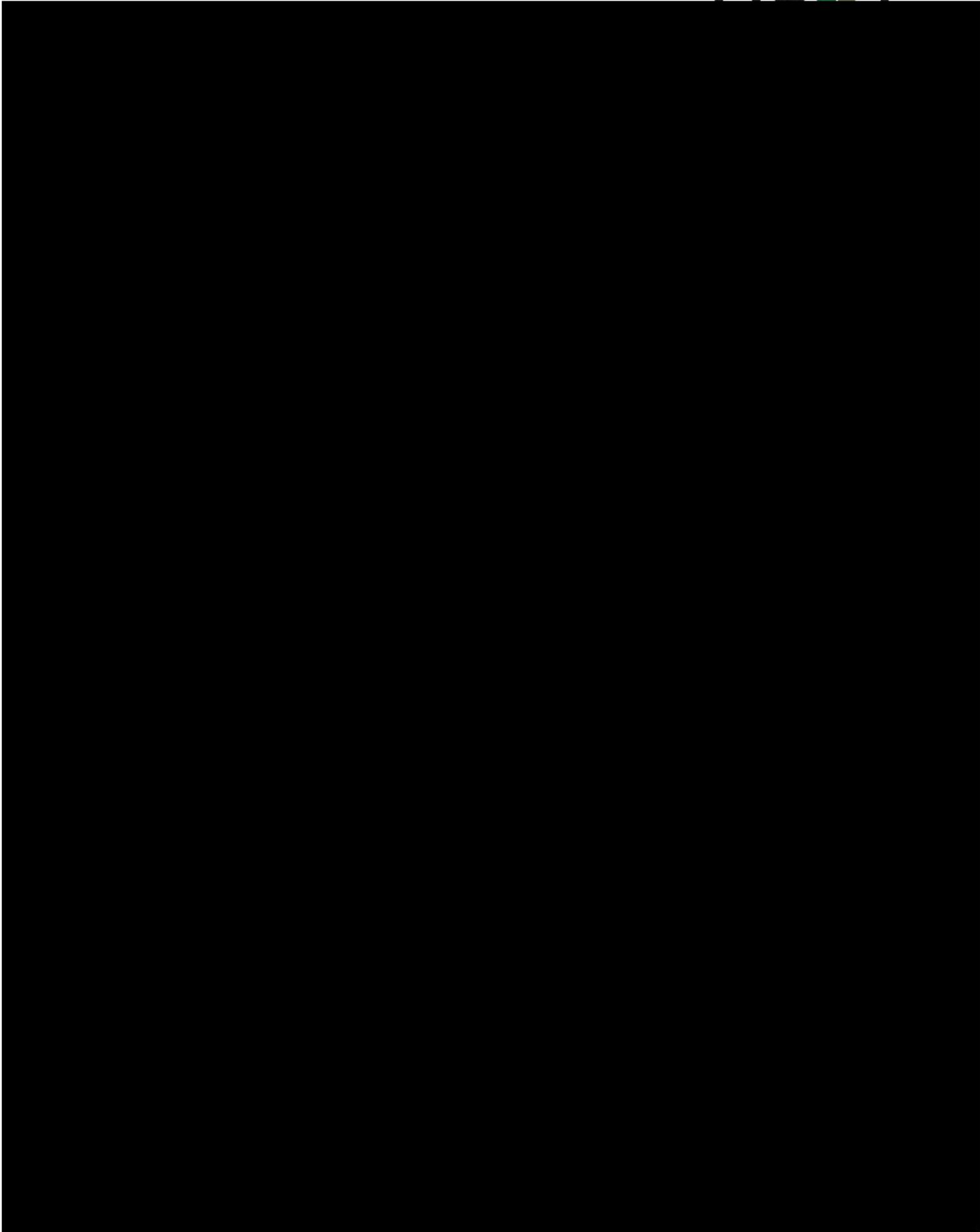


Cristine Boulos

Senior Documentation Control Specialist

ArdmoreRoderick.com





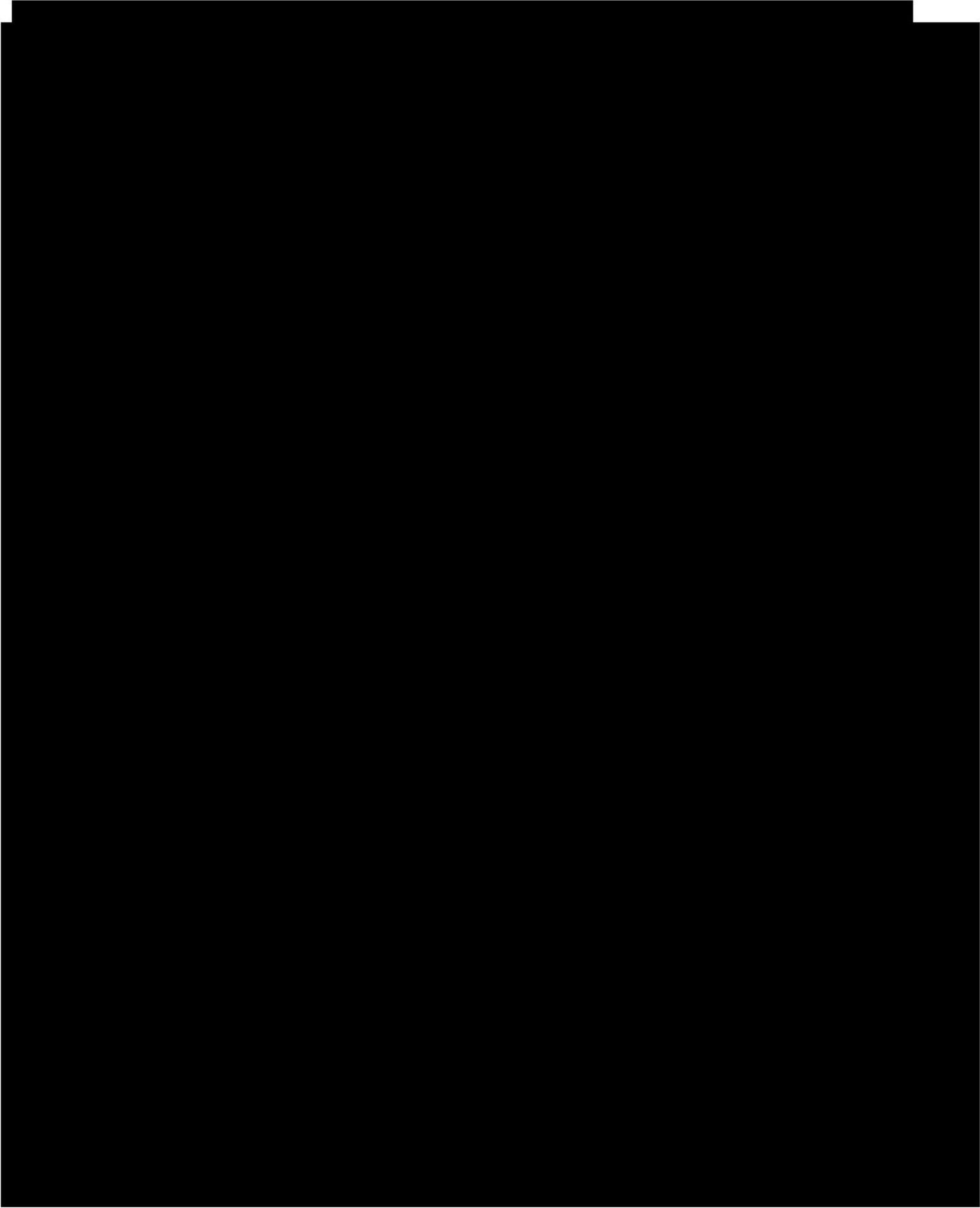
AKIN J. AKINDURO
RESIDENT ENGINEER & SR. FIELD ENGINEER



AKIN J. AKINDURO
RESIDENT ENGINEER & SR. FIELD ENGINEER



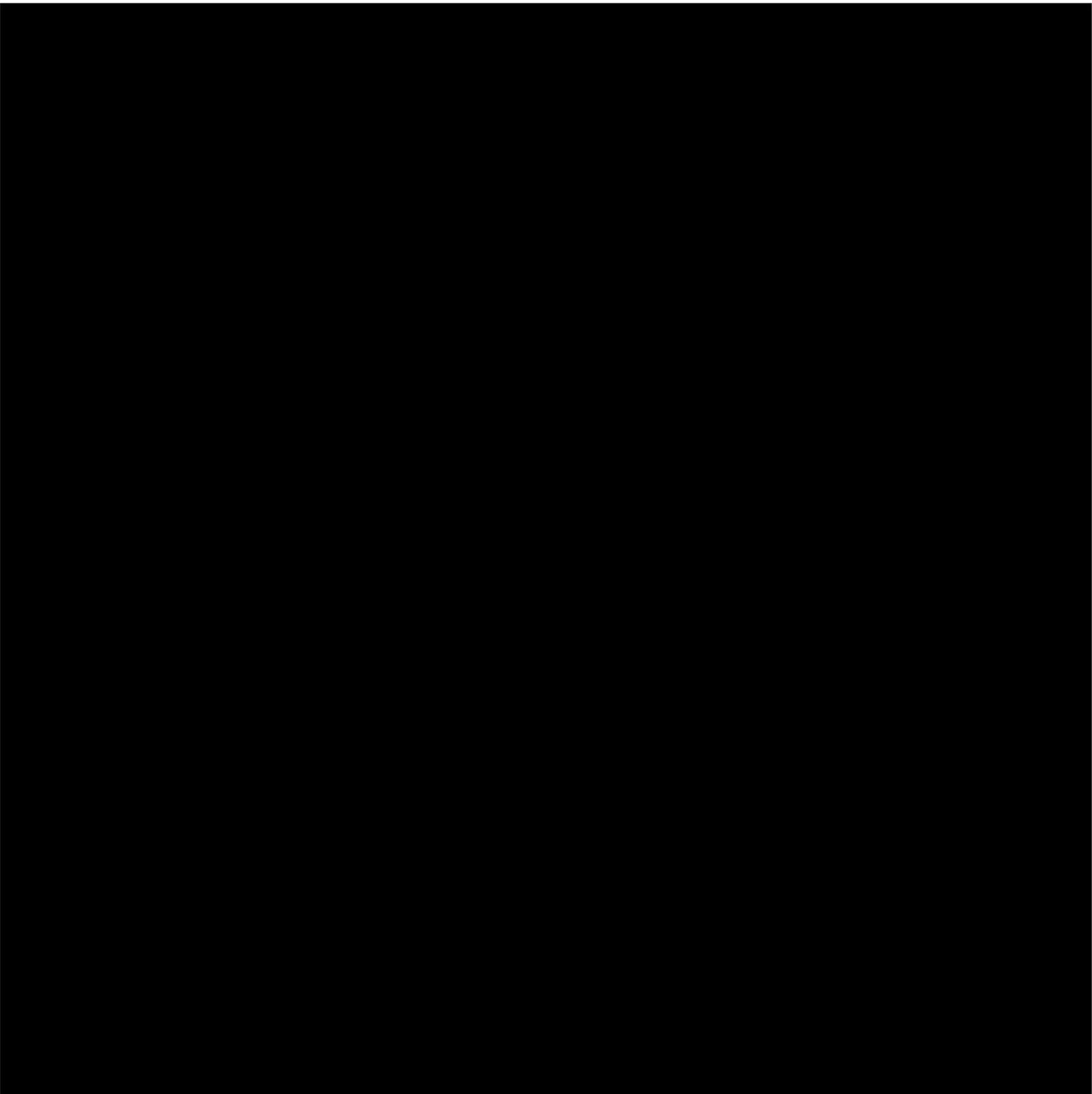
AKIN J. AKINDURO
RESIDENT ENGINEER & SR. FIELD ENGINEER





Geo Services, Inc.
Geotechnical, Environmental and Civil Engineering
An MBE - DBE Firm

JAMES SUNDLY
MATERIALS QA TECHNICIAN



Pinpoint Precision Engineering

James Smith P.E.

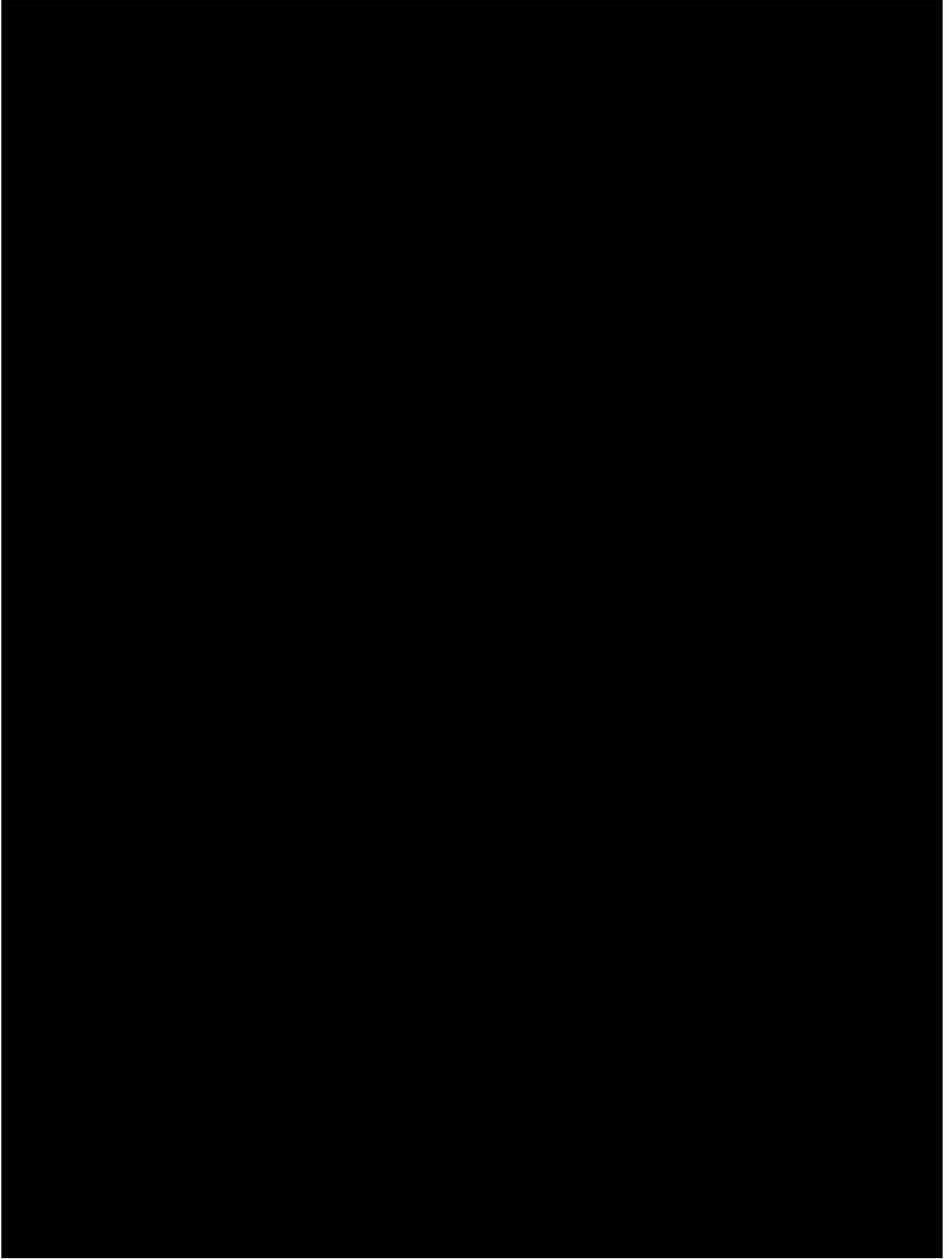
PROGRAM CONTROLS MANAGER

Pinpoint Precision Engineering

Anthony Ramos

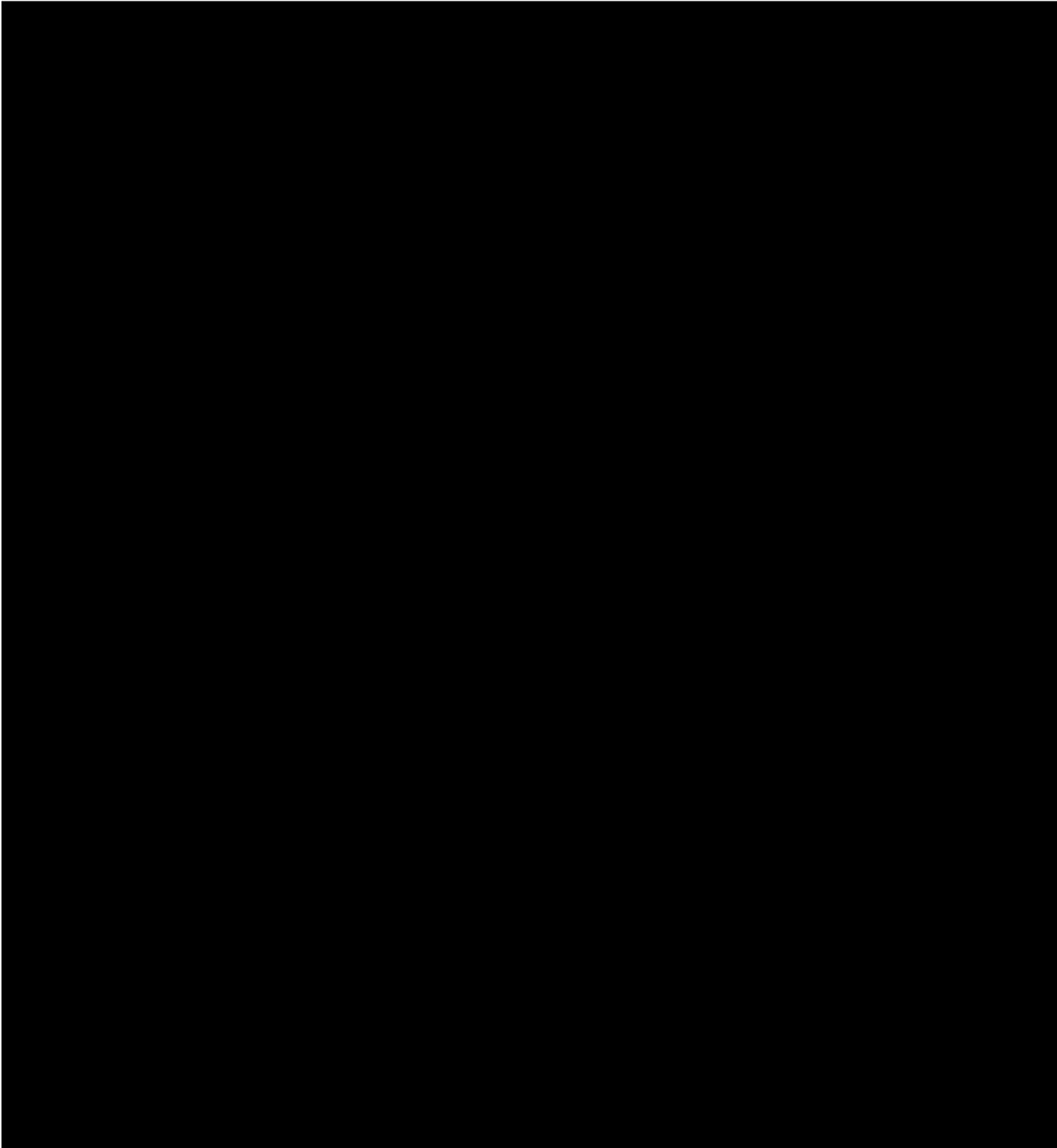


Zachary Ihde
Civil Engineer II





Zachary Ihde
Civil Engineer II



Mohsen M. Farahany, SE, PE

Principal



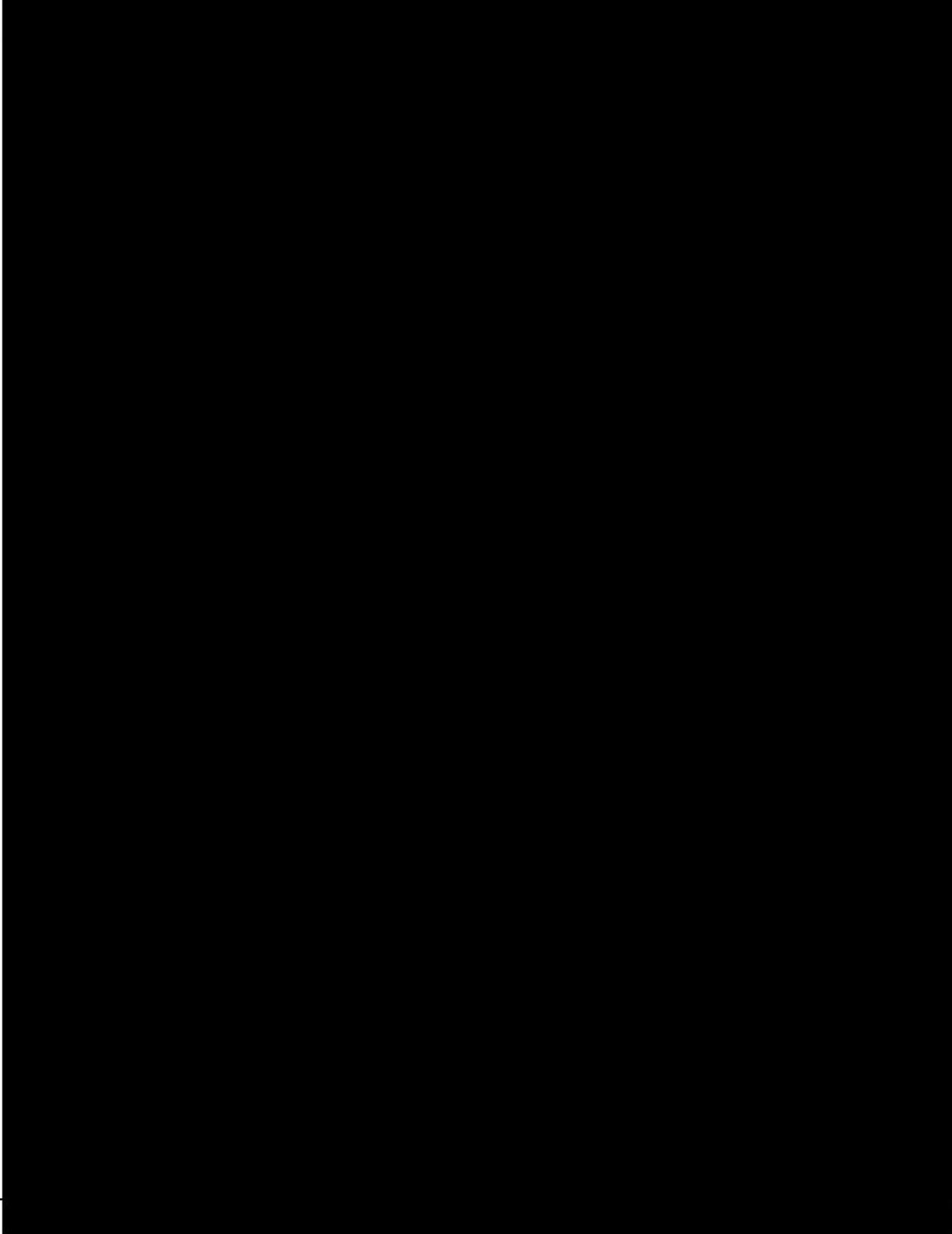
Mohsen M. Farahany, SE, PE
Page 2 of 2



Structural Engineering / Civil Engineering + Construction Management

Patrick E. Haavig, PE
Project Civil Engineer

R M E

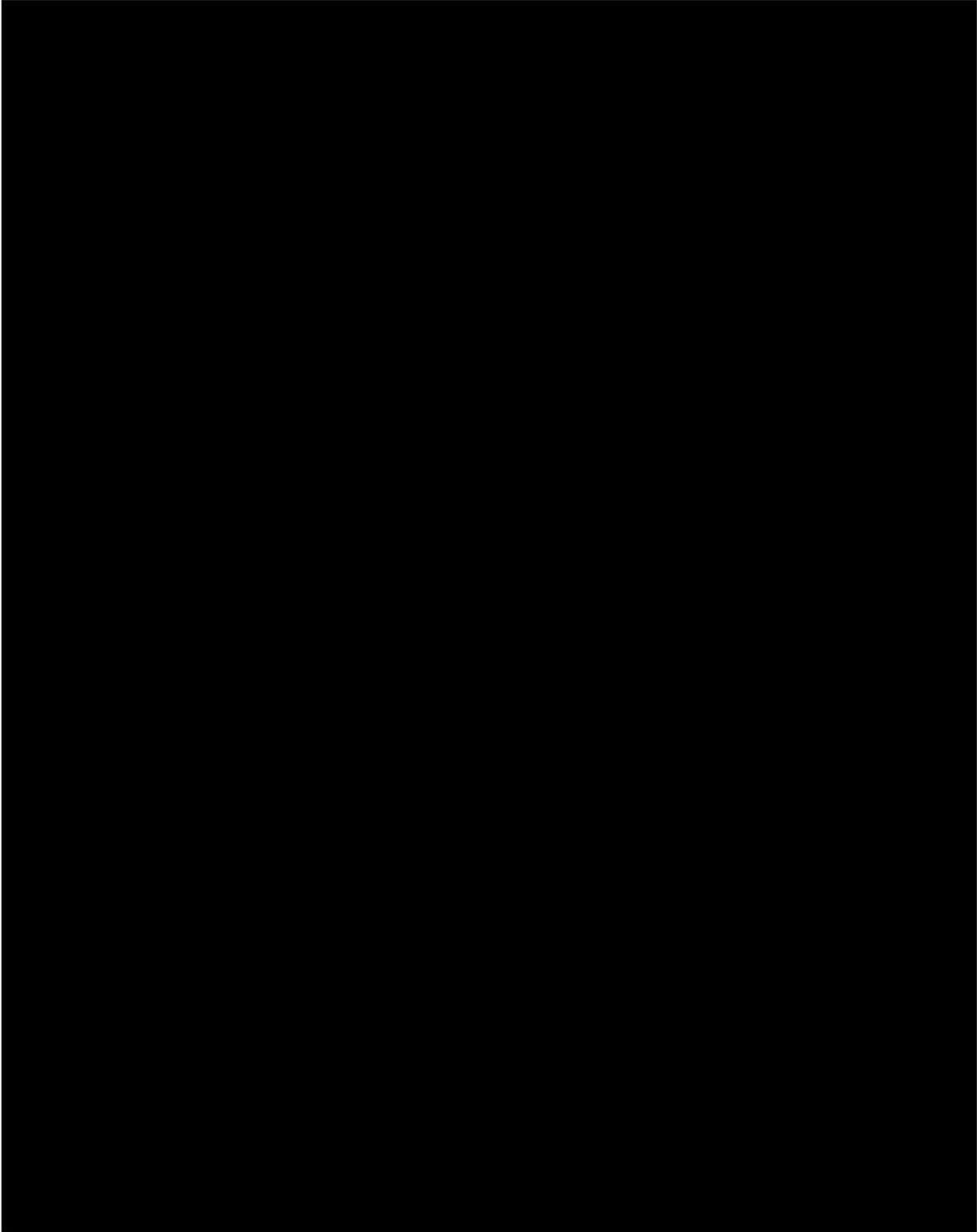


Patrick E. Haavig, P.E.
Page 2 of 2

R M E

Javed Hussain
Construction Inspector

R M E



Javed Hussain
Page 2 of 2

R M E



P&B 19-3 SOWTEAM Report for Grease

Filter By
 Project Name equals P&B 19-3
 Process Counter equals 187, 116, 211, 82, 36, 86, 37, 22, 212

P&B #	Subject	Prime Firm or Team Name	Prime or Lead Teaming Partner FEIN (##-###-####)	Prime or Lead Teaming Partner Project Manager	Prime or Lead Teaming Partner Project Engineer	Prime Firm or Team e-mail Address	SOWTEAM Firm Name	Team Member Role	% of Work to be Completed by Consultant	Contact e-mail	Role of consultant	Male or Female	DB/MBE Status	Ethnicity	DBE (Disadvantaged Business Enterprise) Program	Veteran Status	P40?	P40 Role	P40 Partner(s)	Multiple Owners
Process Counter: 88																				
19-3	Item 10_ARUSIN_19-3_Arcadis U.S. Inc. 12162019	Arcadis U.S. Inc.	[REDACTED]	Kevin Holt	Mark Madden	Russel.randich@arcadis.com	Arcadis U.S., Inc.	Prime (Sole)	60.00	russel.randich@arcadis.com	Prime Consultant	Male	N/A	Caucasian	N/A	N/A	Yes	Mentor	Pin Point Precision and ACOT Associates Group, LLC	No
19-3	Item 10_ARUSIN_19-3_Arcadis U.S. Inc. 12162019	Arcadis U.S. Inc.	[REDACTED]	Kevin Holt	Mark Madden	Russel.randich@arcadis.com	ACOT Associates Group, LLC	Subconsultant	5.00	aakinduro@acot.us.com	SDVOB Protege for construction inspection	Male	DBE	African American	IL UCP - METRA	SDVOB	Yes	Protege	Arcadis U.S., Inc.	No
19-3	Item 10_ARUSIN_19-3_Arcadis U.S. Inc. 12162019	Arcadis U.S. Inc.	[REDACTED]	Kevin Holt	Mark Madden	Russel.randich@arcadis.com	R&G Engineering, LLC	Subconsultant	9.00	mvera@engineering.net	Construction inspection and documentation	Male	DBE	Hispanic	IL UCP - Illinois Department of Transportation (IDOT)	N/A	No	N/A	N/A	No
19-3	Item 10_ARUSIN_19-3_Arcadis U.S. Inc. 12162019	Arcadis U.S. Inc.	[REDACTED]	Kevin Holt	Mark Madden	Russel.randich@arcadis.com	Pin Point Precision	Subconsultant	5.00	michael.b@pinpointpe.com	DBE Protege for Construction Inspection	Male	DBE	African American	IL UCP - METRA	SDVOB	Yes	Protege	Arcadis U.S., Inc.	No
19-3	Item 10_ARUSIN_19-3_Arcadis U.S. Inc. 12162019	Arcadis U.S. Inc.	[REDACTED]	Kevin Holt	Mark Madden	Russel.randich@arcadis.com	The Roderick Group, Inc. dba Ardmore Roderick	Subconsultant	14.00	rashod@ardmoreroderick.com	surveying, construction inspection, material coordination and documentation	Male	MBE	African American	IL UCP - City of Chicago	N/A	No	N/A	N/A	No
19-3	Item 10_ARUSIN_19-3_Arcadis U.S. Inc. 12162019	Arcadis U.S. Inc.	[REDACTED]	Kevin Holt	Mark Madden	Russel.randich@arcadis.com	Geo Services, Inc.	Subconsultant	2.00	julan@geoservicesinc.net	Material Testing and Construction Inspection	Male	DBE	Hispanic	IL UCP - METRA	N/A	No	N/A	N/A	No
19-3	Item 10_ARUSIN_19-3_Arcadis U.S. Inc. 12162019	Arcadis U.S. Inc.	[REDACTED]	Kevin Holt	Mark Madden	Russel.randich@arcadis.com	Rubhos & Mesia Engineers, Inc.	Subconsultant	5.00	FRaza@RME1.com	roadway design, structural design and construction inspection	Male	MBE	Asian Indian	Cook County	N/A	No	N/A	N/A	Yes



DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420

January 17, 2018
In Reply Refer To: **00VE**

Mr. Daniel Olubodun Akinduro
ACOT Associates Group, LLC
DUNS: 079390458
5796 Shelby Oaks Dr., Ste #16A
Memphis, TN 38134

Dear Mr. Akinduro:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that ACOT Associates Group, LLC has been verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and added to the Vendor Information Pages (VIP) at <http://www.vip.vetbiz.gov>. ACOT Associates Group, LLC will be eligible to participate in Veterans First Contracting Program opportunities with VA.

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm ACOT Associates Group, LLC's continued program eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your expiration date by logging in to your VIP profile.

To promote ACOT Associates Group, LLC's verified status, you may use the following link to download the logo for use on marketing materials and business cards: http://www.vetbiz.gov/cve_completed_s.jpg. In addition, please access the following link for information on the next steps and opportunities for verified businesses: <http://www.va.gov/osdbu/verification/whatsNext.asp>.

To ensure that ACOT Associates Group, LLC is correctly listed in the Vendor Information Pages, check ACOT Associates Group, LLC's profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that ACOT Associates Group, LLC is presently, as of the issuance of this notice, in compliance with the regulation, ACOT Associates Group, LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 60 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in ACOT Associates Group, LLC being removed from the VIP Verification Program.

*"World Class Professionals
Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"*

Page 2.

Mr. Daniel Olubodun Akinduro

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to ACOT Associates Group, LLC's verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individual records.

If ACOT Associates Group, LLC receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time ACOT Associates Group, LLC discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If the NAICS Code(s) are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee, and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in ACOT Associates Group, LLC being removed from the VIP Verification Program.

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

Sincerely,

A large black rectangular redaction box covering the signature of Thomas J. McGrath.

Thomas J. McGrath
Director
Center for Verification and Evaluation



September 9, 2019

Mr. Daniel Akinduro
ACOT Associates Group, LLC
1701 E. EMPIRE STREET, SUITE 360
STE 16-A
BLOOMINGTON, IL 61704

Dear Daniel Akinduro:

Re: Veteran Owned Small Business (VOSB)
SDVOBE Certification Approval
Certification Term Expires: March 21, 2020

Congratulations! After reviewing the information you supplied, we are pleased to inform you that your firm has been granted certification as a Veteran Owned Small Business (VOSB) under the Veterans Business Program (VBP).

The VBP accepts the United States Department of Veteran Affairs – Center for Veterans Enterprise's certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the United States Department of Veteran Affairs – Center for Veterans Enterprise.

At least 15 days prior to the anniversary day of your certification, you will be notified by BEP through email to update your certification as a condition of continued certification. It is your responsibility to ensure that the contact email address listed in the system is accurate and up to date and that the email account is checked regularly so that you do not miss any important notifications. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify the VBP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Your firm's name will appear in the State's Directory as a certified vendor with the VBP in the specialty area(s) of:

NIGP 90740: ENGINEERING SERVICES, NON-LICENSED (NOT OTHERWISE CLASSIFIED), INCLUDING CONSULTING
NIGP 91275: QUALITY CONTROL TESTING SERVICES FOR CONSTRUCTION
NIGP 91890: STRATEGIC PLANNING AND CONSULTING
NIGP 91892: URBAN PLANNING CONSULTING
NIGP 95826: CONSTRUCTION MANAGEMENT SERVICES
NIGP 96121: COST ESTIMATING

Your firm will only show up in the database of BEP-certified vendors under the NIGP codes listed above, so PLEASE REVIEW THE LIST CAREFULLY TO ENSURE THAT ALL RELEVANT NIGP CODES ARE INCLUDED. Also, please be advised, while this certification does not guarantee you will receive a State contract. Please visit the Vendor Registration page on www.opportunities.illinois.gov and be sure to register with each of the procurement bulletins listed that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the VBP. We welcome your participation and wish you continued success.

Sincerely,

Carlos Gutiérrez

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

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

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

The VOSB goal is separate and distinct from the DBE goal. A single firm may not be utilized to achieve credit toward both VOSB and DBE goals on a single project.

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

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

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

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

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

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

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

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

EXHIBIT F - VOSB UTILIZATION PLAN

Arcadis U.S., Inc. (Vendor) submits the following Utilization Plan as part of our SOI in accordance with the requirements of the Veteran Small Business Program Status and Participation section of the solicitation for PSB 19-2, Item 10, Illinois Procurement Bulletin Reference Number RR-19-9218. We understand that all subconsultants must be certified with the CMS Veteran Small Business Program at the time of submission of all bids / offers. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

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

Vendor submits the following statement:

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

Vendor's person responsible for compliance:

Name: Christie Clark
 Title: Project Accountant
 Telephone: 312-917-1000
 Email: christie.clark@arcadis.com

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

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

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

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

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

EXHIBIT F - GOOD FAITH EFFORTS CONTACT LOG

Use this Log to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of certified VOSB/SDVOSB vendors within the specific scope of work selected. **It is not necessary to show contacts with certified VOSB/SDVOSB vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective vendors. Include a copy of the commodity list or scope of work you solicited prospective vendors to perform.** Duplicate this log as necessary; do not limit your contacts to the number of spaces shown.

Name of Certified VOSB/SDVOSB Vendor	Date	Method of Contact	Scope of Work Solicited	Reason Agreement Was Not Reached
American Veteran	11-25 12-08	Email exchange phone call	Construction Inspection	Excellent credentials. But, an employee of theirs does not work well with our Tollway staff.
Bravo Company Engineering	11-01	Email exchange	Construction Inspection	They just won work and not available to do the P4G. We added them to our team for IDOT instead.
GMA Construction Group	11-04	Email Exchange	Construction Inspection	Resume they sent had only 1 year of experience.
Ramirez Group	11-01	Email Exchange	Construction Inspection	Resume they sent wasn't very strong.

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: Construction Management Upon Request Systemwide Non Roadway, On-call and as-needed Project/Solicitation Number: PSB 19-3, Item 10

Name of Prime Vendor: Arcadis U.S., Inc. VOSB Compliance Contact: Christie Clark

Address: 200 South Michigan Avenue, Suite 2000

City: Chicago State: Illinois Zip Code: 60604

Telephone: (312) 917-1000 Fax: _____ Email: george.cussen@arcadis.com

Name of Certified VOSB Vendor: ACOT Associates Group

Address: 444 W. Lake Street, #1700 VOSB Compliance Contact: Akin Akinduro

City: Chicago State: Illinois Zip Code: 60606

Telephone: 312-416-8490 Fax: 901-373-8222 Email: aakinduro@acot.us.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: Right after NTP.

Proposed 5 % 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):
Arcadis U.S., Inc.

Signature _____

Print Name: George Cussen, PE, SE

Title: Vice President

Date: December 12, 2019

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

Signature _____

Print Name: Akin Akinduro

Title: Executive Vice President

Date: December 10, 2019

Peterson, Phoebe

To: Joseph Kozial
Cc: Reid Magner; Randich, Russell; Sliwa, Dave
Subject: RE: Tollway PSB 19-3

Bravo Engineering: Thanks for the information. We would not pursue any design work, we are strictly CM in the Chiciago area.

It sounds like a mentor/protégé arrangement would not work this time around, but we can find a spot for you on our team

From: Joseph Kozial <jkozial@bravocoeng.com>
Sent: Friday, November 1, 2019 9:48 AM
To: Peterson, Phoebe <Phoebe.Peterson@arcadis.com>
Cc: Reid Magner <rmagner@bravocoeng.com>; Randich, Russell <Russell.Randich@arcadis.com>; Sliwa, Dave <David.Sliwa@arcadis.com>
Subject: RE: Tollway PSB 19-3

Phoebe,
Thank you for thinking of us for the next Tollway bulletin. I attached a resume for Jim, one of our construction inspectors, and information on some of our recent projects.

I heard there may be a design job on the bulletin as well. If you go after that, we can help there as well with some other resumes.

As far as a mentor/protégé arrangement, we are currently in three from 18-1. I do not know that the Tollway would look favorably on another one. If we can find a crafty way of wording it, I'm sure it could be beneficial. We will be looking to hire some additional staff next year so that could be a part of it.

Let us know what you think.
Thanks,
Joe

From: Peterson, Phoebe <Phoebe.Peterson@arcadis.com>
Sent: Thursday, October 31, 2019 1:22:57 PM
To: Reid Magner <rmagner@bravocoeng.com>
Cc: Randich, Russell <Russell.Randich@arcadis.com>; Sliwa, Dave <David.Sliwa@arcadis.com>
Subject: Tollway PSB 19-3

Reid: As we are preparing for the upcoming Tollway Bulletin, we are interested in adding Bravo Engineering to our team for one or more projects. Can you please send me some resumes of your available staff and a few projects sheets for our consideration?

Also – would you be interested in doing a mentor/protégé arrangement?

Please let me know.

Thank you very much.

Phoebe Peterson, MBA | Pursuit Specialist - Infrastructure | Phoebe.Peterson@arcadis.com

Arcadis | Arcadis U.S., Inc.

200 South Michigan Avenue, Suite 2000 | Chicago, IL 60604 | USA

Phone: 312 499-0213

Cell: 312 203-9286

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Peterson, Phoebe

From: Madden, Mark
Sent: Monday, November 25, 2019 8:04 PM
To: Randich, Russell; Peterson, Phoebe; Sliwa, Dave; Holt, Kevin
Cc: Madden, Mark
Subject: FW: Teaming Opportunities on Both IDOT PTB 194 + Tollway PSB 19-3
Attachments: AMEVET_StaffQualifications_Dossier_112019.pdf; CAPABILITY STATEMENT _ AMERICAN VETERAN INDUSTRIES (AVI) ENGINEERING _ 08032019.pdf; ConsultantsPrequalificationR080+11012019 +-+Extracted+Pages.pdf; AMEVET _ IL CMS RE-CERTIFICATION SDVOSB Good Through 2020.pdf; AMEVET _ SOS Cert of Good Standing _ dated072019.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Fyi.

From: Mujeeb Basha <Mujeeb@aviveterans.com>
Sent: Monday, November 25, 2019 10:59 AM
To: Mujeeb Basha <Mujeeb@aviveterans.com>; Aaron Jones <aaron@aviveterans.com>
Subject: FW: Teaming Opportunities on Both IDOT PTB 194 + Tollway PSB 19-3

Good morning:

In light of both [IDOT's PTB 194 \(due by dec05\)](#) , and also [Illinois Tollway PSB 19-3 \(due by dec16\)](#), being active for Teaming Opportunities, we wanted to "re-introduce" ourselves for partnerships/mentoring you may be considering for either state agency!

Attached is a (privileged) dossier containing our firm's staff capacity/qualifications for your review later.

Additionally, we want to impress upon you the following ***qualifier-points that AVI brings*** to help your priming pursuit:

- CAPACITY available depending upon project roles & we'll remain flexible to your strategic needs.
- EXPERIENCED STAFF = Subject Matter Experts →
 - (SFC) AARON JONES was Tollway Environmental systemwide field compliance QA Monitor;
 - KATHRYN TANNER is well-respected by her peers having taught/tutored IDOT Documentation classes;
 - MUJEEB BASHA has managed/delivered both IL-Tollway and Federal-aid contracts throughout his 30yr career;
 - W. GILBERT SANCHEZ is a known expert on subsurface utilities location and management.

- P4G under Tollway (AVI seeks mentorship to expand our IDOT-prequalification/s, so we may partner in greater future roles);
- DIVERSITY INCLUSION being one of the handful fellow-VOB/SDVOB engineering firms IL-CMS certified in Illinois
 - AVI is actively pursuing Veteran Affairs SDVOSB credential and the NVBDC (Fortune 500) verification – our partnerships with you today will bridge our future business pursuits.

Attached is a copy of our Capability Statement + Staff Qualifications (dossier) describing our talent and experience.

Let's talk soon!

Sincerely,
Mujeeb & Aaron

CC: Aaron Jones, President (AVI)

IDOT PTB 194 (rev 11/15/19):

<http://idot.illinois.gov/Assets/uploads/files/Doing-Business/Bulletins-&-Circulars/Highways/Design-and-Environment/PTB-194/PTB%20194r3.pdf>

ILLINOIS TOLLWAY PSB 19-3:

External bid URL : <https://www.bidbuy.illinois.gov/bsa/external/bidAck.sdo?parentUrl=activeBids&bidId=19-557THA-ENGCO-B-11591>

From the Desk Of ...



Mujeeb A. Basha, PE, Director of Engineering
AMERICAN VETERAN INDUSTRIES, LLC
15001 W. 159th Street | Lockport, IL 60491
Direct Line / Cell #: 630-770-6559
mujeeb@aviveterans.com

www.aviveterans.com

Peterson, Phoebe

From: kkahn@griggsandmitchell.com
Sent: Wednesday, November 6, 2019 11:35 AM
To: pfitzgerald@griggsandmitchell.com; Peterson, Phoebe
Cc: Sliwa, Dave; Randich, Russell; Holt, Kevin
Subject: RE: Tollway PSB 19-3
Attachments: GMA_IL Tollway Qualifications.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Phoebe,

Please see attached qualifications from GMA for your consideration. Please let us know if you need anything further.

Thank you,
Kelly Kahn
Chief Innovation Officer
312-690-4205

From: pfitzgerald@griggsandmitchell.com <pfitzgerald@griggsandmitchell.com>
Sent: Tuesday, November 5, 2019 11:50 AM
To: 'Peterson, Phoebe' <Phoebe.Peterson@arcadis.com>
Cc: 'Sliwa, Dave' <David.Sliwa@arcadis.com>; 'Randich, Russell' <Russell.Randich@arcadis.com>; 'Holt, Kevin' <Kevin.Holt@arcadis.com>; 'Kelly Kahn' <kkahn@griggsandmitchell.com>
Subject: RE: Tollway PSB 19-3

Hi Phoebe,
We'll have Project Sheets and resumes over to you shortly. Regarding the mentor protégé, we are open to it, but want to make sure your team knows that we currently have a mentor-protégé with HNTB and Parsons on Tollway work. Not sure if that's a conflict.

Thanks,

Patrick Fitzgerald
Chief Strategy Officer
GMA Construction Group
708-280-5916

From: Peterson, Phoebe <Phoebe.Peterson@arcadis.com>
Sent: Monday, November 04, 2019 8:57 AM
To: pfitzgerald@griggsandmitchell.com; cgriggs@griggsandmitchell.com
Cc: Sliwa, Dave <David.Sliwa@arcadis.com>; Randich, Russell <Russell.Randich@arcadis.com>; Holt, Kevin <Kevin.Holt@arcadis.com>
Subject: RE: Tollway PSB 19-3

Thanks for your reply. We don't have a deadline, but prefer the information by the end of the week.

Phoebe Peterson, MBA | Pursuit Specialist - Infrastructure | Phoebe.Peterson@arcadis.com

Arcadis | Arcadis U.S., Inc.
200 South Michigan Avenue, Suite 2000 | Chicago, IL 60604 | USA
Phone: 312 499-0213
Cell: 312 203-9286

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Be green, leave it on the screen.

From: pfitzgerald@griggssandmitchell.com <pfitzgerald@griggssandmitchell.com>
Sent: Monday, November 4, 2019 8:48 AM
To: Peterson, Phoebe <Phoebe.Peterson@arcadis.com>; cgriggs@griggssandmitchell.com
Cc: Sliwa, Dave <David.Sliwa@arcadis.com>; Randich, Russell <Russell.Randich@arcadis.com>; Holt, Kevin <Kevin.Holt@arcadis.com>
Subject: RE: Tollway PSB 19-3

We can send over some project sheets and resumes. What is your deadline?

I would like to have a few conversations here internally regarding the mentor/protégé arrangement – then I can get back to you.

Thanks,

Patrick Fitzgerald
Chief Strategy Officer
GMA Construction Group
708-280-5916

From: Peterson, Phoebe <Phoebe.Peterson@arcadis.com>
Sent: Friday, November 01, 2019 10:29 AM
To: pfitzgerald@griggssandmitchell.com; cgriggs@griggssandmitchell.com
Cc: Sliwa, Dave <David.Sliwa@arcadis.com>; Randich, Russell <Russell.Randich@arcadis.com>; Holt, Kevin <Kevin.Holt@arcadis.com>
Subject: Tollway PSB 19-3

GMA: Following up from our meeting in June, we are now preparing for the upcoming Tollway Bulletin. We are interested in adding GMA to our team for one or more construction management projects. Can you please send me some resumes of your available staff and a few projects sheets for our consideration?

Also – would you be interested in doing a mentor/protégé arrangement?

Please let me know.

Thank you very much.

Phoebe Peterson, MBA | Pursuit Specialist - Infrastructure | Phoebe.Peterson@arcadis.com

Arcadis | Arcadis U.S., Inc.
200 South Michigan Avenue, Suite 2000 | Chicago, IL 60604 | USA
Phone: 312 499-0213
Cell: 312 203-9286

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Peterson, Phoebe

From: Virgil Ramirez <virgilramirez@comcast.net>
Sent: Friday, November 1, 2019 11:28 AM
To: Peterson, Phoebe
Cc: Sliwa, Dave; Randich, Russell
Subject: Re: Tollway PSB 19-3

Phoebe

Thank you for reaching out!

I can put together the requested items later today!

Ty
VR

Sent from my iPhone

On Nov 1, 2019, at 10:24 AM, Peterson, Phoebe <Phoebe.Peterson@arcadis.com> wrote:

Virgil: As we are preparing for the upcoming Tollway Bulletin, we are interested in adding Ramirez to our team for one or more Construction Management projects. Can you please send me some resumes of your available staff and a few projects sheets for our consideration?

Also – would you be interested in doing a mentor/protégé arrangement?

Please let me know.

Thank you very much.

Phoebe Peterson, MBA | Pursuit Specialist - Infrastructure | Phoebe.Peterson@arcadis.com
Arcadis | Arcadis U.S., Inc.
200 South Michigan Avenue, Suite 2000 | Chicago, IL 60604 | USA
Phone: 312 499-0213
Cell: 312 203-9286

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<image003.png>

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Peterson, Phoebe

From: virgilramirez@comcast.net
Sent: Friday, November 1, 2019 4:59 PM
To: Peterson, Phoebe; Virgil Ramirez
Cc: Sliwa, Dave; Randich, Russell
Subject: Ramirez Group
Attachments: VOSB CMS.pdf; RESUME RG 2019.pdf; RAMIREZ GROUP CAPABILITY STATEMENT AUGUST 2019.pdf; Expansion -2nd Request 2019 Approval Letter Ramirez Group LLC.pdf; RAMIREZ GROUP LLC MBE VBE.pdf; MBE CMS.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Team,

Thank you for the invite and I look forward to discussing this project in more detail.

I have attached my certifications, capability statement and a short resume for your review.

I'm available anytime too meet.

Have a great weekend!

Virgil Ramirez
RAMIREZ GROUP
219-798-7185 virgil@ramirezgroupllc.com



Peterson, Phoebe

From: Virgil Ramirez <virgil@ramirezgroupllc.com>
Sent: Thursday, November 14, 2019 4:30 PM
To: virgilramirez@comcast.net; Peterson, Phoebe
Cc: Sliwa, Dave; Randich, Russell
Subject: RE: Ramirez Group

Follow Up Flag: Follow up
Flag Status: Flagged

Phoebe,

Just circling back with you. Do you have time to meet and discuss next week?

Thank you
Virgil

Sent from [Mail](#) for Windows 10

From: virgilramirez@comcast.net
Sent: Friday, November 1, 2019 4:59 PM
To: [Peterson, Phoebe](#); [Virgil Ramirez](#)
Cc: David.Sliwa@arcadis.com; Russell.Randich@arcadis.com
Subject: Ramirez Group

Team,

Thank you for the invite and I look forward to discussing this project in more detail.

I have attached my certifications, capability statement and a short resume for your review.

I'm available anytime too meet.

Have a great weekend!

Virgil Ramirez
RAMIREZ GROUP
219-798-7185 virgil@ramirezgroupllc.com



Business & Contact Information

BUSINESS NAME	ACOT Associates Group, LLC	
OWNER	Mr. Daniel Akinduro	
ADDRESS	444 West Lake Street, Suite 1700 STE 16-A Illinois Chicago, IL 60606	Map This Address
PHONE	312-741-8080	
FAX	901-373-8222	
EMAIL	aaakinduro@acot.us.com	
WEBSITE	http://www.acot.us.com	
ETHNICITY	African American	
GENDER	Male	
COUNTY	Cook (IL)	

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	MBE - Minority Business Enterprise
RENEWAL DATE	3/21/2021
EXPIRATION DATE	3/21/2026
CERTIFIED BUSINESS DESCRIPTION	Cost Estimating, Construction Management Services, Urban Planning Consulting, Strategic Planning and Consulting, Quality Control Testing Services for Construction, Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting

Commodity Codes

Code	Description
------	-------------

NIGP 90740	Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting
NIGP 91275	Quality Control Testing Services for Construction
NIGP 91890	Strategic Planning and Consulting
NIGP 91892	Urban Planning Consulting
NIGP 95826	Construction Management Services
NIGP 96121	Cost Estimating

Additional Information

REGION

Metro Chicago

Business & Contact Information

BUSINESS NAME	Geo Services, Inc.	
OWNER	Mr. Julian Rueda	
ADDRESS	805 Amherst Court - STE 204 Naperville, IL 60565-3448	Map This Address
PHONE	630-305-9186	
FAX	630-355-2838	
EMAIL	julianrueda@geoservicesinc.net	

Certification Information

CERTIFYING AGENCY	Cook County
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	10/1/2019
RENEWAL DATE	10/1/2020
EXPIRATION DATE	10/1/2021
CERTIFIED BUSINESS DESCRIPTION	Construction - Civil Engineering Services, Material Testing Laboratory Services & Site Preparation

Commodity Codes

Code	Description
NAICS 238910	Site Preparation Contractors
NAICS 54133	Engineering Services
NAICS 541380	Testing Laboratories

Additional Information

Business & Contact Information

BUSINESS NAME **Geo Services, Inc.**

OWNER **Mr. Julian Rueda**

ADDRESS **805 Amherst Court - STE 204** [Map This Address](#)
Naperville, IL 60565-3448

PHONE **630-305-9186**

FAX **630-355-2838**

EMAIL julianrueda@geoservicesinc.net

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **MBE - Minority Business Enterprise**

CERTIFICATION DATE **10/8/2019**

RENEWAL DATE **8/15/2020**

EXPIRATION DATE **8/15/2021**

CERTIFIED BUSINESS DESCRIPTION **NAICS 238910 - Boring, Test Boring, Soil Test and Core Drilling for Construction**
NAICS 541330 - Civil Engineering Services
NAICS 541380 - Environment, Geotechnical and Soil Testing Laboratories or Services

Commodity Codes

Code	Description
NAICS 238910	Boring, for building construction
NAICS 238910	Core drilling and test boring for construction
NAICS 238910	Soil test drilling
NAICS 238910	Test boring for construction
NAICS 541330	Civil engineering services
NAICS 541380	Environmental testing laboratories or services

NAICS 541380 Geotechnical testing laboratories or services

NAICS 541380 Soil testing laboratories or services

Additional Information

Business & Contact Information

BUSINESS NAME	Pinpoint Precision LLC, DBA Pinpoint Precision LLC
OWNER	Mr. Michael Bempah
ADDRESS	1016 W. Jackson Blvd. Chicago, IL 60607 Map This Address
PHONE	312-203-3473
FAX	312-407-6352
EMAIL	michael.b@pinpointp.com

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	8/29/2019
RENEWAL DATE	7/1/2020
EXPIRATION DATE	7/1/2023
CERTIFIED BUSINESS DESCRIPTION	541330 Engineering Services

Commodity Codes

Code	Description
NAICS 541330	Engineering services

Additional Information

WARD	25
COMMUNITY AREA	28 Near West Side

Business & Contact Information

BUSINESS NAME **R & G Engineering, LLC, DBA Reach Grow Exceed Engineering**

OWNER **Richard Rivera**

ADDRESS **2150 S. Canalport Ave Suite 4A-1 Chicago, IL 60608** [Map This Address](#)

PHONE **312-291-9106**

FAX **312-277-6447**

EMAIL rar@rgengineering.net

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **MBE - Minority Business Enterprise**

CERTIFICATION DATE **4/28/2020**

RENEWAL DATE **3/1/2021**

EXPIRATION DATE **3/1/2025**

CERTIFIED BUSINESS DESCRIPTION **NAICS 237310 Construction management, highway, road, street and bridge
NAICS 541330 Engineering services
NAICS 541611 Administrative and General management Consulting Services**

Commodity Codes

Code	Description
NAICS 237310	Construction management, highway, road, street and bridge
NAICS 541330	Engineering services
NAICS 541611	Administrative Management and General Management Consulting Services

Additional Information

WARD **25**

COMMUNITY AREA **31 Lower West Side**

Business & Contact Information

BUSINESS NAME	The Roderick Group, Inc. dba Ardmore Roderick, DBA Ardmore Roderick	
OWNER	Mr. Rashod Johnson	
ADDRESS	1500 W Carroll Ave Suite 300 Chicago, IL 60607	Map This Address
PHONE	312-795-1400	
FAX	773-289-0567	
EMAIL	rashod@ardmoreroederick.com	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFICATION DATE	12/16/2019
RENEWAL DATE	10/15/2020
EXPIRATION DATE	10/15/2020
CERTIFIED BUSINESS DESCRIPTION	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 Civil engineering services 541330 Engineering design services 541330 Engineering services 541370 Surveying and mapping services (except geophysical) 541611 Administrative Management and General Management Consulting Services

Commodity Codes

Code	Description
------	-------------

NAICS 236220	Construction management, commercial and institutional building
NAICS 237130	Construction management, power and communication transmission line
NAICS 237310	Construction management, highway, road, street and bridge
NAICS 237990	Construction management, mass transit
NAICS 541330	Civil engineering services
NAICS 541330	Engineering design services
NAICS 541330	Engineering services
NAICS 541370	Surveying and mapping services (except geophysical)
NAICS 541611	Administrative Management and General Management Consulting Services

Additional Information

WARD	27
COMMUNITY AREA	28 Near West Side

Business & Contact Information

BUSINESS NAME	Rubinos & Mesia Engineers, Inc., DBA RME	
OWNER	Mr Dipak S Shah	
ADDRESS	200 S. Michigan Ave. - STE 1500 Chicago, IL 60604-3607	Map This Address
PHONE	312-870-6600	
FAX	312-663-1473	
EMAIL	Dshah@RME-i.com	

Certification Information

CERTIFYING AGENCY	Cook County
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	12/23/2019
RENEWAL DATE	12/23/2020
EXPIRATION DATE	12/23/2021
CERTIFIED BUSINESS DESCRIPTION	Professional Services: Engineering and Structural Engineering Consulting Services; Construction Inspection Services

Commodity Codes

Code	Description
NAICS 541330	Construction engineering services
NAICS 541330	Engineering services
NAICS 541330	Engineers' offices

Additional Information

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM
FOR
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

PSB: 19-3 ITEM: 10

MEMORANDUM OF UNDERSTANDING
BETWEEN:

Table with 4 columns: THE MENTOR, FIRM NAME ADDRESS, THE PROTÉGÉ, FIRM NAME ADDRESS. Row 1: Arcadis U.S., Inc., 200 S. Michigan Ave. Suite 2000 Chicago, IL 60604, Pin Point Precision Engineering, 1016 West Jackson Blvd. Chicago, IL 60607.

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

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

I. PROGRAM PURPOSE

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

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

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

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

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 5 %

Scope:

Construction Inspection

- Work not applicable to prequalification category(ies) %

Scope:

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

2. In area(s) not being mentored:

- Work the Protégé will self-perform _____%

Note: Protégé participation in this area is optional

3. Total participation by the Protégé (Sum of 1. and 2.) 5.00 %

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

Pin Point Precision Engineering (Pin Point) is an established firm providing construction management services and a certified DBE in the State of Illinois. They are prequalified with IDOT for construction inspection and traffic studies.

On Item 10 on PSB 19-3 with the Illinois Tollway, Arcadis will be mentoring Pin Point in construction inspection in order for them to gain valuable experience. This enables them to be able to participate and compete as a prime & subconsultant on future construction management procurements. Pin Point's future growth as a subconsultant and a prime depends on this valuable knowledge transfer.

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

For the development of Phase III Construction Engineering, Arcadis (the Mentor) will offer assistance and training to Pin Point in the set-up and tracking of the project budget, schedule, and inspection of construction installations. The project management plan will address scope issues, staffing, coordination and deliverables among other areas of construction inspection.

Arcadis' experienced Project Manager and Resident Engineer have considerable experience on major construction projects. They have the capabilities to provide the guidance and oversight expected under the Partnering For Growth (DBE) Program. Mentor categories of work will include but not be limited to:

- a) Construction Inspection services
 - b) Materials Coordination
 - c) Constructability Reviews
-

III. MENTOR EXPERIENCE WITH THE PROGRAM

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

YES NO

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

Areas of Assistance:

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

YES NO

PSB 18-2, Item 10. #RR-18-9016

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

Areas of Assistance:

Construction Inspection

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

YES NO

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

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

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

YES NO

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

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

YES

NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

YES

NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

YES

NO

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

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

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)

December 12, 2019

(Date)



SIGNATURE (Protege Representative)

December 10, 2019

(Date)

EXHIBIT E - VOSB

PARTNERING FOR GROWTH PROGRAM

FOR

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

PSB: 19-3 ITEM: 10

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
Arcadis U.S., Inc.	200 S. Michigan #2000 Chicago, IL 60604		ACOT Associates Grp.	444 W. Lake Street, #1700 Chicago, IL 60606

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

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

I. PROGRAM PURPOSE

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

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

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

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

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 5 %

Scope:

Construction Inspection

- Work not applicable to prequalification category(ies) %

Scope:

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

2. In area(s) not being mentored:

- Work the Protégé will self-perform _____%

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*).

ACOT is a certified SDVOSB firm in good standing and Arcadis U.S., Inc. has no ownership interest in the firm. At this time, ACOT is not prequalified with IDOT for any services.

On Item 10 on PSB 19-3 with the Illinois Tollway, Arcadis will be mentoring ACOT in construction inspection in order for them to gain this important prequalification with IDOT. Gaining this prequalification category will allow ACOT to be able to participate and compete as a prime & subconsultant on future construction management procurements. ACOT's future growth as a subconsultant and a prime depends on this.

Individuals at ACOT have experience performing Phase 3 work on Tollways' facilities and they will be a great asset to our team.

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

With extensive construction management experience on major construction projects, Arcadis will mentor ACOT by building on their existing skills in construction inspection. For the Development of Phase III Construction Engineering, Arcadis (the Mentor) will offer assistance and training to ACOT in the set-up and tracking of the project budget, schedule, and inspection of construction installations. The project management plan will address scope issues, staffing, coordination and deliverables, among other areas of construction inspection.

Arcadis' experienced Project Manager and Resident Engineer have considerable experience on major construction projects. They have the capabilities to provide the guidance and oversight expected under the Partnering For Growth (DBE) Program. Mentor categories of work will include but not be limited to:

- a) Construction Inspection services
 - b) Familiarize Protege with current Illinois Tollway Construction Standards
 - c) Assistance in IDOT qualification in the category of construction inspection
-

III. MENTOR EXPERIENCE WITH THE PROGRAM

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

YES NO

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

Areas of Assistance:

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

YES NO

PSB 18-2 Item 10, Contract RR-18-9016

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

Areas of Assistance:

material coordination, design constructability reviews, scheduling, and change order management.

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

YES NO

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

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

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

YES NO

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

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

YES NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

YES NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

YES NO

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

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

Protégé (ACOT) is being mentored for the first time for the construction inspection qualification by Mentor (Arcadis).

V. STATEMENT OF COMMITMENT

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

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



SIGNATURE (Mentor Representative)

December 12, 2019

(Date)



SIGNATURE (Protégé Representative)

December 10, 2019

(Date)

EXHIBIT E - VOSB

PARTNERING FOR GROWTH PROGRAM

FOR

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

PSB: 19-3 ITEM: 10

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
Arcadis U.S., Inc.	200 S. Michigan #2000 Chicago, IL 60604		ACOT Associates Grp.	444 W. Lake Street, #1700 Chicago, IL 60606

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

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

I. PROGRAM PURPOSE

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

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

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

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

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 5 %

Scope:

Construction Inspection

- Work not applicable to prequalification category(ies) %

Scope:

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

2. In area(s) not being mentored:

- Work the Protégé will self-perform _____%

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*).

ACOT is a certified SDVOSB firm in good standing and Arcadis U.S., Inc. has no ownership interest in the firm. At this time, ACOT is not prequalified with IDOT for any services.

On Item 10 on PSB 19-3 with the Illinois Tollway, Arcadis will be mentoring ACOT in construction inspection in order for them to gain this important prequalification with IDOT. Gaining this prequalification category will allow ACOT to be able to participate and compete as a prime & subconsultant on future construction management procurements. ACOT's future growth as a subconsultant and a prime depends on this.

Individuals at ACOT have experience performing Phase 3 work on Tollways' facilities and they will be a great asset to our team.

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

With extensive construction management experience on major construction projects, Arcadis will mentor ACOT by building on their existing skills in construction inspection. For the Development of Phase III Construction Engineering, Arcadis (the Mentor) will offer assistance and training to ACOT in the set-up and tracking of the project budget, schedule, and inspection of construction installations. The project management plan will address scope issues, staffing, coordination and deliverables, among other areas of construction inspection.

Arcadis' experienced Project Manager and Resident Engineer have considerable experience on major construction projects. They have the capabilities to provide the guidance and oversight expected under the Partnering For Growth (DBE) Program. Mentor categories of work will include but not be limited to:

- a) Construction Inspection services
 - b) Familiarize Protege with current Illinois Tollway Construction Standards
 - c) Assistance in IDOT qualification in the category of construction inspection
-

III. MENTOR EXPERIENCE WITH THE PROGRAM

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

YES NO

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

Areas of Assistance:

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

YES NO

PSB 18-2 Item 10, Contract RR-18-9016

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

Areas of Assistance:

material coordination, design constructability reviews, scheduling, and change order management.

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

YES NO

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

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

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

YES NO

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

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

YES NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

YES NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

YES NO

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

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

Protégé (ACOT) is being mentored for the first time for the construction inspection qualification by Mentor (Arcadis).

V. STATEMENT OF COMMITMENT

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

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



SIGNATURE (Mentor Representative)

December 12, 2019

(Date)



SIGNATURE (Protégé Representative)

December 10, 2019

(Date)



Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	59825992
Entity Name	ARCADIS U.S., INC.
Status	ACTIVE

Entity Information	
Entity Type	CORPORATION
Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	Tuesday, 3 March 1998
State	DELAWARE
Duration Date	PERPETUAL

Agent Information	
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Name	C T CORPORATION SYSTEM
Address	208 SO LASALLE ST, SUITE 814 CHICAGO , IL 60604
Change Date	Tuesday, 3 March 1998

Annual Report	
Filing Date	Monday, 23 September 2019
For Year	2019

Officers	
President Name & Address	JOACHIM EBERT 630 PLAZA DR #100 HIGHLANDS RANCH CO 80129
Secretary Name & Address	AREN FAIRCHILD SAME

Assumed Name	
INACTIVE	ARCADIS

Old Corp Name	
06/12/2001	ARCADIS GERAGHTY & MILLER, INC.
02/21/2007	ARCADIS G&M, INC.

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

(One Certificate per Transaction)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:10 05/18/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/18/20 AT 08:11 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:48 05/18/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/18/20 AT 10:48 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:10 05/18/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/18/20 AT 08:15 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:10 05/18/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/18/20 AT 08:17 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:10 05/18/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/18/20 AT 08:21 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:10 05/18/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/18/20 AT 08:26 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:10 05/18/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/18/20 AT 08:24 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

CONSTRUCTION UPON REQUEST
CONSTRUCTION MANAGER AGREEMENT

The Board of Directors, on the **26th** day of **March, 2020**, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **ARCADIS U.S., 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 9, 2020**, to provide construction management services for Contract No. **RR-19-9218** for **Construction Management Upon Request – Systemwide Non-Roadway, 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 19-3, Item 10**, 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-19-9218** for **Construction Management Upon Request – Systemwide Non-Roadway, 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 9, 2020**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

B. All services performed by CONSTRUCTION MANAGER shall be performed according to the professional standards and in accordance with the Construction Manager's Manual in effect at the date of contract execution, and as revised thereafter.

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

ARTICLE II

Time of Performance

Upon receipt of a Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or March 27, 2020** and ending **December 31, 2025**, 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 **Four Million Dollars and No Cents (\$4,000,000.00)**. 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 **Four Million Dollars and No Cents (\$4,000,000.00)** 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. **Arcadis U.S., 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 Statue.

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 **Arcadis U.S., Inc., 200 South Michigan Avenue, Suite 2000, Chicago, Illinois 60604**, 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-19-9218 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

ARCADIS U.S., INC.

 06/10/2020
By Willard S. Evans, Jr. (Jun 10, 2020 10:51 CDT)
Chairman/CEO - Signature Date
Willard S. Evans, Jr.

 5/27/2020
~~President~~ - Signature Date

RICK CIANFAGNONE
Printed Name as Signed Above

APPROVED:
 06/10/2020
Jose Alvarez (Jun 10, 2020 09:25 CDT)
Executive Director – Signature Date
Jose Alvarez

APPROVED:
 06/05/2020
Chief Financial Officer - Signature Date
Cathy R. Williams

APPROVED:
 06/04/2020
Kathleen R. Pasulka-Brown (Jun 4, 2020 09:57 CDT)
General Counsel – Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

 A.A.G. 06/04/2020
Robert Lane, A.A.G. (Jun 4, 2020 09:44 CDT)
Attorney General, State of Illinois - Signature Date

CONSTRUCTION MANAGER PROPOSAL

FOR CONTRACT NUMBER RR-19-9218

This proposal, dated March 9, 2020, is submitted by Arcadis U.S., Inc. of Chicago, Illinois for Construction Manager's Service.

DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract RR-19-9218 for which we propose to provide Construction Manager Services is Construction Management Upon Request – Systemwide Non Roadway, in Various County (Counties), Illinois.

SCOPE OF CONSTRUCTION MANAGER SERVICES

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

FEE PROPOSAL

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

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

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

ACTUAL PAYROLL COSTS AND MULTIPLIER - During the course of the project, compensation shall be equal to Actual Direct Labor Costs (less overtime premium)

multiplied by a factor of 2.80 to compensate for **Payroll Burden and Fringe Costs, Overhead and Miscellaneous Indirect Costs and Profit**. **This factor shall be used for periodic invoicing during the project.**

“Actual Direct Labor” shall be reimbursed only for actual payroll costs paid to individuals employed directly by the CONSTRUCTION MANAGER, while independent contractors and contract employees shall be treated as “reimbursable direct costs” and not “actual direct salary.” Subcontractors shall be treated as “Services by Others.”

The direct labor rate allowable for any individual at the outset of the project for invoicing purposes will be the rate listed on a Consultant Rate Form (CRF) to be submitted by the CONSTRUCTION MANAGER at the start of the project. A revised Consultant Rate Form must be submitted when labor rates increase and when a newly hired employee is added to the TOLLWAY project.

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

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

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

REIMBURSABLE DIRECT COSTS - The Reimbursable Direct Costs Worksheet determines the total dollar amount of Direct costs for the project. See Exhibit D. The CONSTRUCTION MANAGER is responsible for managing the Direct Costs expended so the total Reimbursable Direct Cost amount is not exceeded. All Direct Costs presented for reimbursement must be included on the Allowable Direct Costs list made available in the Professional Service Bulletin (attached to Exhibit D). Direct Costs not identified on the Allowable Direct Costs list must be approved in writing by the Chief Engineering Officer of the TOLLWAY prior to reimbursement. Premium portions of overtime and Reimbursable Direct Costs will be reimbursed upon presentation of appropriate documentation.

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

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the CONSTRUCTION MANAGER, for all costs, shall be \$ 4,000,000.00 (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-19-9218

SUBMITTED BY:

FIRM NAME: Arcadis U.S., Inc.

ADDRESS: 200 South Michigan Avenue, Suite 2000

**CITY, STATE &
ZIP CODE:** Chicago, Illinois 60604

TELEPHONE: 312-917-1000

FACSIMILE: 312-917-1572

SIGNED BY:



PRINTED NAME: Rick Cianfaglione

TITLE: Sr. Vice President

EXHIBIT G

CONTRACT RR-19-9218

(Arcadis U.S., Inc.)

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-18-9016	Illinois Tollway Systemwide, Non-Roadway	\$2.5M	\$1.6M	12/31/2021
K71275	Metra: CM Master Service Contract	\$7.5M	\$4M	12/31/2021
C18FT102164819	CTA: OR for Red Purple Modernization	\$35M	\$31.6M	
	CTA: Navy Pier Electric Bus Charging Station	\$265K	\$210K	12/31/2020
Contract #97746	CDOT: Damen Station	\$600K	\$600K	

From: Curcuro, Eleanor
To: [Biggs, Susan](#)
Cc: [Lanzo, Paul](#); [Durkin, Laura](#)
Subject: Fw: RR-19-9218 - Arcadis U.S., Inc. - Prime Disclosure Review - BidBuy Ref# B-11591, Item 10
Date: Thursday, March 19, 2020 4:10:12 PM
Attachments: [RR-19-9218_ArcadisUSInc_03202020.pdf](#)

Hi Sue,

Arcadis U.S., Inc. disclosures for RR-19-**9812** are reviewed and approved.

This is another one with a contract number issue. The PSB 19-3 document in BidBuy says RR-19-**9218**, but the Selection Committee Meeting Results on the Tollway website says RR-19-**9812**.

Thanks,
Eleanor

From: Biggs, Susan <sbiggs@getipass.com>
Sent: Thursday, March 19, 2020 1:12 PM
To: Curcuro, Eleanor <Eleanor.Curcuro@illinois.gov>
Cc: Lanzo, Paul <planzo@getipass.com>
Subject: [External] RR-19-9218 - Arcadis U.S., Inc. - Prime Disclosure Review - BidBuy Ref# B-11591, Item 10

Hi Eleanor,

Attached are financial disclosures for the following Prime consultant for Tollway Contract I-19-4679R for your review and approval. These are Prime disclosures for the next Tollway Board.

- Arcadis U.S., Inc.

Please let me know if you require any additional information.

Thank you,

Sue Biggs

Illinois Tollway – PMO
2700 Ogden Avenue
Downers Grove, IL 60515
630-241-6800, x4924
sbiggs@getipass.com

From: [Durkin, Laura](#)
To: [Curcuro, Eleanor](#); [Biggs, Susan](#)
Cc: [Lanzo, Paul](#)
Subject: Re: RR-19-9218 - Arcadis U.S., Inc. - Prime Disclosure Review - BidBuy Ref# B-11591, Item 10
Date: Friday, March 20, 2020 3:38:42 PM

The correct contract number is RR-19-9218. It looks like a typo on the Selection results - we will replace with the correct one.

Thanks
Laura

From: Curcuro, Eleanor <Eleanor.Curcuro@illinois.gov>
Sent: Friday, March 20, 2020 8:18 AM
To: Durkin, Laura; Biggs, Susan
Cc: Lanzo, Paul
Subject: Re: RR-19-9218 - Arcadis U.S., Inc. - Prime Disclosure Review - BidBuy Ref# B-11591, Item 10

Thanks Laura!

From: Durkin, Laura <LDurkin@getipass.com>
Sent: Friday, March 20, 2020 8:17 AM
To: Curcuro, Eleanor <Eleanor.Curcuro@illinois.gov>; Biggs, Susan <sbiggs@getipass.com>
Cc: Lanzo, Paul <planzo@getipass.com>
Subject: [External] Re: RR-19-9218 - Arcadis U.S., Inc. - Prime Disclosure Review - BidBuy Ref# B-11591, Item 10

Good morning
I'm gathering some information on the contract numbers and will get back to you this morning.
Thanks
Laura

From: Curcuro, Eleanor <Eleanor.Curcuro@illinois.gov>
Sent: Thursday, March 19, 2020 4:31 PM
To: Biggs, Susan
Cc: Lanzo, Paul; Durkin, Laura
Subject: Re: RR-19-9218 - Arcadis U.S., Inc. - Prime Disclosure Review - BidBuy Ref# B-11591, Item 10

Tollway website Selection Results say RR-19-9812. Brought Laura into the conversation because she is going to check into it. Thanks.

From: Curcuro, Eleanor <Eleanor.Curcuro@illinois.gov>
Sent: Thursday, March 19, 2020 4:27 PM
To: Biggs, Susan <sbiggs@getipass.com>



ILLINOIS TOLLWAY

STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-19-9218

CONTRACTOR/CONSULTANT (NAME): Arcadis U.S., 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 (<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/2018-Rates.aspx>).
- 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 Illinois 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/legislation/ilcs/ilcs.asp>.
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 Illinois 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 Illinois Tollway nor shall the Illinois 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 Illinois 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 Illinois 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 "Illinois Tollway".

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

25.1.5.3 The Illinois Tollway is not currently an appropriated agency.

25.2 **Report of a Change in Circumstances:** The Vendor agrees to report to the ILLINOIS TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the Vendor'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 Vendor's Certification/Disclosure Forms, the Vendor's IDOT pre-qualification,

or any certification or licensing required for this project. Additionally, Vendor agrees to report to the Illinois Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the Vendor, 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 Vendor agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The Vendor agrees to forward or relay to the Illinois Tollway any reports received from subconsultants pursuant to this paragraph within 21 days.

Finally, the Vendor acknowledges and agrees that the failure of the Vendor 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 Illinois Tollway requires contractors to report all payments received and/or paid to other firms pursuant to this contract in the form prescribed by the Illinois 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:



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

Date: 12/16/2019 **Project Number:** RR-19-9218

Project Name: Construction Management Upon Request Systemwide, non-Roadway
On-Call, and As Needed

**DELINQUENT DEBT REVIEW
CONTRACTOR/
CONSULTANT**

Sub-Contractor/Consultant Disclosure.

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

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

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

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

Contractor/Consultant: Arcadis U.S., Inc.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: russell.randich@arcadis.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-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
Pin Point Precision, LLC	[REDACTED]	4722 W. 147th St, Ste. 4 Midlothian, IL 60445	Construction Inspection	5%
ACOT Associates Group, LLC	[REDACTED]	444 West Lake Street, Suite 1700 Chicago, IL 60606	Construction Inspection	5%
The Roderick Group, Inc. dba Ardmore Roderick	[REDACTED]	1500 West Carroll Ave., Suite 300 Chicago, IL 60607	Construction Inspection & Survey	14%
R&G Engineering, LLC	[REDACTED]	2150 S. Canalport Ave. Suite 105 Chicago, IL 60607	Construction Inspection	9%
Rubinos & Mesia Engineers	[REDACTED]	200 South Michigan Ave, #1500 Chicago, IL 60604	Construction Inspection and Design Support	5%
Geo Services, Inc.	[REDACTED]	805 Amherst Court, Suite 204 L 60565	Materials Lab and QA	2%

Signature: [REDACTED]

Date: 03/19/2020

Printed Name: George Cussen

Certificate of Registration



Registration No. 23622

ARCADIS U.S., Inc.

630 Plaza Drive

Highlands Ranch CO 80129

Information for this business last updated on:

Tuesday, September 02, 2014

Certificate produced on Tuesday, September 02, 2014 at 5:17 PM



STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

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

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

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

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

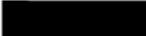
Name:

Business Name: : Arcadis U.S., Inc.

Taxpayer Identification Number:

Social Security Number:

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: March 19, 2020

STATE OF ILLINOIS
FORMS A

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

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

Vendor Name: Arcadis U.S., Inc.	Phone: (312) 917-1000
Street Address: 200 South Michigan Avenue, Suite 2000	Email: george.cussen@arcadis.com
City, State Zip: Chicago, IL 60604	Vendor Contact: George Cussen

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

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

OUTLINE

FORMS A

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

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

**STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION**

1.1. Name of Business (official name and DBA)

Arcadis U.S., Inc.

1.2. Business Headquarters (address, phone and fax)

630 Plaza Drive, Suite 100

Highland Ranch, CO 80129

(720) 344-6500

(720) 344-3535

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

Arcadis North America

1.4. Billing Address

62633 Collections Center Drive

Chicago, IL 60693-0626

1.5. Name of Chief Executive Officer

Peter Oosterveer

1.6. Company Web Site Address

www.arcadis.com

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

Corporation

1.8. Length of time in business

22 years

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

\$1.413 Million in 2019

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

27,875 globally / 5,600 in the United States in 2019

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

- 1.11.1. Minority (30 ILCS 575/2(A)(1) & (3)) Yes
- 1.11.2. Women (30 ILCS 575/2(A)(2) & (4)) Yes
- 1.11.3. Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) Yes
- 1.11.4. Disadvantaged (49 CFR 26) Yes
- 1.11.5. Veteran (30 ILCS 500/45-57) Yes

STATE OF ILLINOIS
ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

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

Name of Company (and DBA): **Arcadis U.S., Inc.**

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

IDHR Public Contracts Number: **98770-01** Expiration Date: **2/13/2023**

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

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

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

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

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

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

File Number 5982-599-2



STATE OF ILLINOIS
OFFICE OF
THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

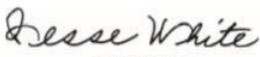
I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ARCADIS U.S., INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 03, 1998, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 15TH
day of DECEMBER A.D. 2019 .



Authentication #: 1934900468 verifiable until 12/15/2020
Authenticate at: <http://www.cyberdriveillinois.com>



SECRETARY OF STATE

STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

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

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

or

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

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

STATE OF ILLINOIS
STATE BOARD OF ELECTIONS

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

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

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



Registration No. 23622

ARCADIS U.S., Inc.
630 Plaza Drive
Highlands Ranch CO 80129

Information for this business last updated on:
Tuesday, September 02, 2014

Certificate produced on Tuesday, September 02, 2014 at 5:17 PM



STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

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

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

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

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

This disclosure is submitted for:

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

Project Name	Construction Management Upon Request – Systemwide Non Roadway. On-call, and as-needed Construction Management Services.
Illinois Procurement Bulletin Number	B-11591, Item 10
Contract Number	RR-19-9218
Vendor Name	Arcadis U.S., Inc.
Doing Business As (DBA)	
Disclosing Entity	Arcadis U.S., Inc.
Disclosing Entity’s Parent Entity	Arcadis North America
Subcontractor	
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input checked="" type="checkbox"/>

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 100 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

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

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Arcadis North America	Gustav Mahlerplein 97-103 1082 MS, Amsterdam The Netherlands	100	N/A

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

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Arcadis North America	Gustav Mahlerplein 97-103 1082 MS, Amsterdam The Netherlands	100	N/A

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

TABLE – Z	
Name	Address

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

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

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

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

Name	Address	Relationship to Disclosing Entity

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

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

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

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

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

Please provide the name of the person for which responses are provided: N/A

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

STEP 7

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

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

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

Please provide the name of the person or entity for which responses are provided: **Arcadis U.S., Inc.**

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

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

STEP 8

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

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

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

Yes No.

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Tollway	Systemwide, CMUR, Non-Roadway	Active Prime Contract	\$2.5Million	RR-18-9016 / 22042198 PSB 18-2

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Chicago Transit Authority	Construction Management Master Service Agreement (2018-2022)	Active Prime Contract	\$2.3 Million	C16F1101924210
METRA	Construction Management Master Service Contract	Active Prime Contract	\$3 Million	K71275
Chicago Transit Authority	Owner's Representative for Red & Purple Modernization Phase 1	Active Prime Contract	\$27 Million	C18FT102164819
Chicago Department of Transportation	Damen Green Line Station	Pending Subconsultant Contract	TBD	Contract # 97746 Spec # 738701 Task Order D-7-135
Illinois Department of Transportation	D1 Various/Various Construction Management	Proposal Submitted	TBD	PTB 195, Item 9

Please explain the procurement relationship: vendor

STEP 9

SIGN THE DISCLOSURE

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

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

Name of Disclosing Entity: **Arcadis U.S., Inc.**

Signature: _____

Date: **March 19, 2020**

Printed Name: **George Cussen, PE, SE**

Title: **Vice President**

Phone Number: **(312) 917-1000**

Email Address: **george.cussen@arcadis.com**

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

This disclosure is submitted for:

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

Project Name	Construction Management Upon Request – Systemwide Non Roadway. On-call, and as-needed Construction Management Services.
Illinois Procurement Bulletin Number	B-11591, Item 10
Contract Number	RR-19-9218
Vendor Name	Arcadis U.S., Inc.
Doing Business As (DBA)	
Disclosing Entity	Arcadis North America
Disclosing Entity’s Parent Entity	
Subcontractor	
Instrument of Ownership or Beneficial Interest	Other <input checked="" type="checkbox"/> If you selected Other, please describe: Arcadis North America is a Colorado general partnership.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 100 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

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

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Arcadis NV	Gustav Mahlerplein 97-103 1082 MS, Amsterdam The Netherlands	99	N/A

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

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Arcadis NV	Gustav Mahlerplein 97-103 1082 MS, Amsterdam The Netherlands	99	N/A

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

TABLE – Z	
Name	Address

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

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

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

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

Name	Address	Relationship to Disclosing Entity

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

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

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

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

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

Please provide the name of the person for which responses are provided: N/A

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

Please provide the name of the person or entity for which responses are provided: **Arcadis North America**

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

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

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

Please provide the name of the person or entity for which responses are provided: **Arcadis NV**

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

STEP 8

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

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

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

[] Yes [X] No.

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

Table with 5 columns: Agency, Project Title, Status, Value, Contract Reference/P.O./Illinois Procurement Bulletin #

State of Illinois Chief Procurement Office General Services
IFB or RFP Solicitation: Forms A: Financial Disclosures and Conflicts of Interest
V.18.1

Please explain the procurement relationship:

STEP 9

SIGN THE DISCLOSURE

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

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

Name of Disclosing Entity: Arcadis North America

Signature: [Redacted Signature]

Date: March 19, 2020

Printed Name: George Cussen

Title: Vice President

Phone Number: (312) 917-1000

Email Address: george.cussen@arcadis.com



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/22/2020

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

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

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Arcadis U.S., Inc. 630 Plaza Drive Suite 200 Highlands Ranch CO 80129 USA	INSURER A: Greenwich Insurance Company		22322
	INSURER B: XL Specialty Insurance Co		37885
	INSURER C: XL Insurance America Inc		24554
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570081848604 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GEC001076118 SIR applies per policy terms & conditions	10/01/2019	10/01/2020	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person)	\$10,000
	GENL AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
B	AUTOMOBILE LIABILITY			AEC001075818	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	
<input checked="" type="checkbox"/> Property Damage to								
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	UEC001075918	10/01/2019	10/01/2020	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$2,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$10,000						
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWD943516314 All Other States RWR943516714 AK, WI Only	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE-EA EMPLOYEE	\$1,000,000		
					E.L. DISEASE-POLICY LIMIT	\$1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract No. RR-19-9218, Construction Management Upon Request - Systemwide Non-Roadway. The Illinois State Toll Highway Authority is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER

Illinois State Toll Highway Authority
Attn: Sherita Kelly
2700 Ogden Avenue
Downers Grove IL 60515 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services South, Inc.

Holder Identifier : ABJ

Certificate No : 570081848604



ENDORSEMENT

This endorsement, effective 12:01 a.m., October 1, 2019 forms a part of Policy No. GEC001076118 issued to ARCADIS U.S., INC. AND CALLISONRTKL INC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., October 1, 2019 forms a part of Policy No. GEC001076118 issued to ARCADIS U.S., INC. AND CALLISONRTKL INC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., October 1, 2019 forms a part of Policy No. AEC001075818 issued to ARCADIS U.S., INC. AND CALLISONRTKL INC. by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
 - b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
 - c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.
- B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.
- C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/22/2020

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

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

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Arcadis U.S., Inc. 630 Plaza Drive Suite 200 Highlands Ranch CO 80129 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Indian Harbor Insurance Company		36940
	INSURER B: Lexington Insurance Company		19437
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570081848608 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTAND NG 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 HERE N IS SUBJECT TO ALL THE TERMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested	
							LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A	Env Contr Poll			US00090310E019A Professional & Pollution SIR applies per policy terms & conditions	06/01/2019	06/01/2020	Each Claim Annual Aggregate	\$2,000,000 \$2,000,000

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

For Professional Liability and Pollution Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense. RE: RE: Contract No. RR-19-9218, Construction Management Upon Request - Systemwide Non-Roadway.

CERTIFICATE HOLDER	CANCELLATION
Illinois State Toll Highway Authority Attn: Sherita Kelly 2700 Ogden Avenue Downers Grove IL 60515 USA	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

Holder Identifier :

570081848608

Certificate No :





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/22/2020

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

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

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Arcadis U.S., Inc. 630 Plaza Drive Suite 200 Highlands Ranch CO 80129 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B: Indian Harbor Insurance Company		36940
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570081848607 **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 NSURANCE 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 PA D CLA MS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP Any one person PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
B	Env Contr Poll			US00090310E020A Professional & Pollution SIR applies per policy terms & conditions	06/01/2020	06/01/2021	Each Claim \$2,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 For Professional Liability and Pollution Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense. RE: RE: Contract No. RR-19-9218, Construction Management Upon Request - Systemwide Non-Roadway.

CERTIFICATE HOLDER	CANCELLATION
Illinois State Toll Highway Authority Attn: Sherita Kelly 2700 Ogden Avenue Downers Grove IL 60515 USA	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



Contract Information Sheet

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

Consultant Name: Arcadis U.S., Inc.

Contract Number: RR-19-9218

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-19-9218

Consultant: Arcadis U.S., Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

Grand Total Exhibit A Hours 14415

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CUR, Non-Roadway					48	176	176	176	176	176	176	171	1275
TOTALS					48	176	176	176	176	176	176	171	1275

Contract No.: RR-19-9218

Consultant: Arcadis U.S., Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: George J. Cussen, PE, SE

Project Manager: Kevin Holt, PE

Project Engineer: _____

Resident Engineer: Mark A. Madden, PE

Documentation Engineer: Barbara Graham

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: Russell T. Randich, CCM

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Exhibit F

Scope of Work

**Construction Management Upon Request – Systemwide Non
Roadway**

Contract No. RR-19-9218

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to perform Phase III engineering services 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 projects that are required for the Tollway system, and may include, but not be limited to:

Work tentatively scheduled for construction in 2020-2024:

1. Miscellaneous facility repairs, systemwide
2. JOC support
3. Pavement Marking, systemwide
4. Sign fabrication and installation, systemwide
5. On call and as-needed work related to the Tollway System

The upper limit of compensation will be set at \$4,000,000 to be authorized for use as individual projects are needed.

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

The CM shall furnish services in accordance with the articles contained in the Authority's CM Manual dated March 2018, and all applicable Tollway Criteria, Manuals and Bulletins.

III. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the CM Manual.

IV. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

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

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Copies of ISTHA Standard Specifications, Standard Drawings, and ISTHA Design Criteria can be obtained from the Tollway's website.
4. Copy of contract documents for contracts referenced in Section I, above.

PROJECT SCHEDULE

**Contract No. RR-19-9218
Construction Management Upon Request – Systemwide Non Roadway**

SCHEDULE

1.	Scoping Meeting	3/6/2020
2.	CM Scope Submittal	3/9/2020
3.	CM Scope Approval	3/9/2020
4.	Notice to Proceed	TBD
5.	Project Kick-Off Meeting	TBD
6.	Concept Submittal	TBD
7.	Preliminary Submittal	TBD
8.	Pre-final Submittal	TBD
9.	Final Submittal	TBD
10.	Advertise	TBD
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	TBD

Attachment A

Web-based Project Management System

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

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

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

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

1.0 Consultant shall utilize ISTHA web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.

2.0 Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

3.0 Consultant is required but not limited to submit the following using the System:

3.1 Submittal schedule, submittals shall be processed using the System to provide

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

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

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

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

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

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

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

Exhibit G

Contract RR-19-9218

Arcadis U.S., Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route and Job Number	Work Scope and Description of Project	Fee (including all Supplementals and Extra Work Orders)	Fee Remaining to be Earned	Estimated Date of Completion
RR-18-9016 / 22042198 /PSB 18-2, Item 10	Illinois Tollway Systemwide, CMUR, Non-Roadway	\$2.5M	\$1.6M	12/31/2021
K71275	METRA: CM Master Service Contract	\$7.5M	\$4M	12/31/2021
C18FT102164819	CTA: OR for Red Purple Modernization	\$35M	\$31.6M	12/31/2025
30036916	CTA: Navy Pier Electric Bus Charging Station (Sub to Proterra)	\$265K	\$210	12/31/2020
Contract #97746 Spec # 738701 Task Order D-7-135	CDOT: Damen Station (Sub to Rubinos & Mesia)	\$600K	\$600K	07/2022

PSB 19-3, Item 10. CM Upon Request, non-Roadway/

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 <u>The Roderick Group, Inc dba Ardmore Roderick</u></p> <p>Direct Labor <u>\$ 517,440.00</u></p> <p>Direct Costs <u>\$ 42,560.00</u></p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ 560,000.00</u></p>	<p>7 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>2 <u>Geo Services, Inc.</u></p> <p>Direct Labor <u>\$ 59,800.36</u></p> <p>Direct Costs <u>\$ 20,199.64</u></p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ 80,000.00</u></p>	<p>8 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>3 <u>Pin Point Precision, LLC</u></p> <p>Direct Labor <u>\$ 188,160.00</u></p> <p>Direct Costs <u>\$ 11,840.00</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 200,000.00</u></p>	<p>9 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>4 <u>R & G Engineering, LLC dba Raech Grow Exceed Engineering</u></p> <p>Direct Labor <u>\$ 327,096.00</u></p> <p>Direct Costs <u>\$ 32,904.00</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 360,000.00</u></p>	<p>10 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>5 <u>Rubinos & Mesia Engineers</u></p> <p>Direct Labor <u>\$ 189,571.20</u></p> <p>Direct Costs <u>\$ 10,428.80</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 200,000.00</u></p>	<p>11 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>12 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 1,400,000.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 1,400,000.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 35.00%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 35.00%

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1 <u>ACOT Associates Group, LLC</u></p> <p>Direct Labor \$ 188,062.00</p> <p>Direct Costs \$ 11,938.00</p> <p>Services by Others </p> <p>Additional Services ** </p> <p>Total this Subconsultant (ULC) \$ 200,000.00</p>	<p>6</p> <p>Direct Labor </p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>2</p> <p>Direct Labor </p> <p>Direct Costs </p> <p>Services by Others </p> <p>Additional Services ** </p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>7</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>3</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>8</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>4</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>9</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>5</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>10</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 200,000.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 200,000.00

Contract Information Sheet

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

Consultant Name: The Roderick Group, dba Ardmore
Roderick

Contract Number: RR-19-9218

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: RR-19-9218

Consultant: Roderick

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: Cristine Boulos

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: John Usrey

Classification: Materials Coordinator

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-19-9218

The Roderick Group, dba Ardmore Roderick

SCOPE OF SERVICES

The Consultant shall provide Construction Management Upon Request - Systemwide Non-Roadway that includes but is not limited to :

- (1) Miscellaneous facility repairs, systemwide
- (2) JOC support
- (3) Pavement Marking, systemwide
- (4) Sign fabrication and installation, systemwide
- (5) On call and as -needed work related to the Tollway System

EXHIBIT G**Contract No. RR-19-9218****The Roderick Group, dba Ardmore Roderick****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-15-4656	Phase II subcontract for Design Elgin-O-Hare Western Access Tri-State to Franklin & Green Streets	\$586,000	\$150,200	6/30/2020
RR-15-9975RR	Subcontract for Illinois Tollway GEC	\$7,846,750	\$4,139,000	12/31/2021
I-17-4093	Subcontract for Illinois Tollway PMO	\$17,484,000	\$14,933,000	12/31/2027
I-18-4356	Phase III subcontract for Tri-State Tollway, Roadway & Bridge Rehab & Widening, Wolf Road & Balmoral Ave Construction Management Services	\$720,000	\$310,150	12/31/2020
RR-18-4016	Phase III subcontract for Systemwide, Construction Management Upon Request, Non-Roadway.	\$300,000	\$278,700	9/30/2020
I-17-4301	Phase II subcontract for Tri-State Tollway, St. Charles Rd. (M.P. 32.3) to North Ave./Lake St. (M.P. 33.5), Phase II Design	\$1,248,000	\$91,900	10/30/2020
RR-18-4377	Prime contract for Systemwide, Maintenance Facilities, Construction Management Services Upon Request	\$6,500,000	\$5,178,000	12/31/2022
I-18-4698	Phase III subcontract for I-490 Design and Construction Management Services Upon Request	\$490,000	\$370,700	12/31/2021
I-18-4414	Phase III subcontract for I-294 Construction Management Services Upon Request	\$500,000	\$486,800	12/31/2021
I-18-4420	Phase III subcontract for I-294/I-57 Interchange, Tri-State Tollway M.P. 7.6 (I-57) Construction Management Services	\$1,101,234	\$1,101,234	TBD
PTB 183-001	Prime contract for Phase III Wood St N. of Little Calumet River to S. of US 6 (159 th St)	\$5,380,144	\$5,380,144	TBD
PTB 183-008	Phase III subcontract Weber Road & I-55	\$588,350	\$503,600	12/31/2020
PTB 189-001	Phase III subcontract for I-80 at US 30	\$310,641	\$181,400	12/31/2020
PTB 189-011	Phase II subcontract IL-59 at I-55	\$234,212	\$197,600	12/30/2020
PTB 190-009	Prime survey contract Various/Variou	\$500,000	\$329,300	12/31/2021
PTB 192-003	Phase III subcontract Various/Variou	\$74,990	\$74,990	12/31/2021
PTB 192-008	Phase III subcontract Various/Variou	\$82,477	\$82,477	12/31/2021
PTB 193-040	Subcontract for IDOT CREATE PMC	\$650,000	\$650,000	12/31/2025

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL 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): _____

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Geo Services, Inc.

Contract Number: RR-19-9218

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-19-9218

Consultant: Geo Services, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

Grand Total Exhibit A Hours **517**

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Construct on Test ng					40	20	20	20	20	20	20	20	180
TOTALS					40	20	20	20	20	20	20	20	180

Contract No.: RR-19-9218
 Date: 09-Mar-20

Sub Consultant: GEO SERVICES, NC.

Description (1)	Unit (2)	Unit Cost (4)	REimbursable Direct Costs
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ALLOWABLE DIRECT COSTS

		\$	\$
Dynamic Cone Penetrometer	DAY	15 00	225 00
Nuclear Gauge (Proxler)	DAY	55 00	825 00

ITEMIZED DIRECT COSTS

Laboratory Testing (AGG CONCRETE & HOT MIX ASPHALT)			
Washed 150 lb PGE Gradation (DO)	EACH	600 00	
Washed Coarse Aggregate Gradation (over 1" dia) (11 & 27/C117 & 136)	EACH	210 00	
Washed Coarse Aggregate Gradation (under 1" dia) (11 & 27/C117 & 136)	EACH	99 75	
Washed Fine Aggregate Gradation (11 & 27/C117 & 136)	EACH	63 00	
Organic Impurities in Fine Aggregate (21/C40)	EACH	42 00	
Unit Weight of Course Aggregate (19/C29)	EACH	63 00	
Specific Gravity Course Aggregate (85/C127)	EACH	94 50	
Specific Gravity Fine Aggregate (84/C128)	EACH	126 00	
Concrete Compressive Strength Tests (less than 10 000 psi) (22/C39) (excludes mold) (4"x8")	EACH	15 75	
Concrete Compressive Strength Tests (less than 10 000 psi) (22/C39) (excludes mold) (6"x12")	EACH	19 50	
Hold Cylinders (Handling Curing Storage Disposal)	EACH	12 50	
Unit Weight of Concrete Cylinders (22/C39)	EACH	21 00	
PCC Test Cylinder sample preparation saw cut/grind	EACH	21 00	
Sulfur Capping (both ends) (231/C617)	EACH	31 50	
Compressive Strength of Mortar Cube (106/C109)	EACH	21 00	
Compressive Strength of Mortar 2 0" Dia Cylinder (C780)	EACH	12 50	
Compressive Strength of Group 3 0" Dia Cylinder (C1019)	EACH	12 50	
Unconfined Compression 4" dia Concrete Core (includes prep & sulfur capping) (24/C42)	EACH	75 00	
Flexural Strength of Concrete Beams (97 & 177/C78 & 293)	EACH	63 00	
Flexural Strength of Concrete Beams (Reserve Sample-numbers) (97 & 177/C78 & 293)	EACH	47 25	
Splitting Tensile Strength of 6" dia Samples (198/C496)	EACH	52 50	
Prism Compression of Mortared Concrete Masonry Units (set of 3) (C1314)	EACH	299 50	
Compressive Strength of Masonry Unit (C140)	EACH	63 00	
Absorption Unit Weight (Masonry) set of 3 (C140)	EACH	126 00	
Shoreless Panel-ASTM C1604 (includes 3 core compressive strength tests)	EACH	189 00	
Biminoous Ignition Oven Mixure Calibration (308/D6307)	EACH	683 00	
Biminoous Reflux Extraction with Gradation (164/D2172)	EACH	244 75	
Biminoous Extraction by Ignition Oven with Gradation (308/D6307)	EACH	244 75	
Biminoous Bulk Sp Gravity by Gyration ("d") (312 & 166/D6925 & D2726)	EACH	320 50	
Biminoous Bulk Sp Gravity of Core Sample (per layer) "d" (166/D2726)	EACH	36 75	
Saw Cut Biminoous Field Core Sample	EACH	10 50	
Biminoous Theoretical Maximum Specific Gravity ("D") (209/D2041)	EACH	153 00	
Marshall Stability & Flow (245/D6926 & 6927)	EACH	320 50	
% Steel Slag of Biminoous Mixure (DO)	EACH	157 50	
Density of Sprayed on Fireproofing	EACH	42 00	
PMeter	WEEK	300 00	
ITEMIZED DIRECT COSTS TOTAL			\$ 12 150 00

DIRECT COSTS TOTAL	\$ 13,200.00
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Contract No.: RR-19-9218

Consultant: Geo Services, 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: James Sundly

Classification: Materials QA Technician

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-19-9218

Geo Services, Inc.

SCOPE OF SERVICES

Constuction Material Testing upon Prime request

EXHIBIT G

Contract No. RR-19-9218

Geo Services, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-14-4639	Geotechnical Investigation upon reques	\$3,000,000.00	\$82,725.00	12/31/2020
I-16-4266	Geotechnical Investigation	\$250,000.00	\$250,000.00	6/30/2020
I-17-4296	Geotechnical Investigation	\$1,311,118.00	\$64,649.00	11/30/2020
I-15-4657	Geotechnical Investigation	\$1,096,521.00	\$1,070,454.00	11/30/2020
I-17-4311	Geotechnical Investigation upon request	\$5,000,000.00	\$2,324,353.00	11/30/2020
I-18-4419	Geotechnical Investigation	\$72,906.00	\$13,368.00	11/30/2020

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Pinpoint Precision LLC

Contract Number: RR-19-9218

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-19-9218

Consultant: Pinpoint Precision LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

												Grand Total Exhibit A Hours	1600
MONTHS of YEAR 2020												TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Inspection				0	0	200	200	200	200				800
TOTALS						200	200	200	200				800

Contract No.: RR-19-9218

Consultant: Pinpoint Precision LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: James Smith

Classification: Inspector

Name: Anthony Ramos

Classification: Inspector

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-19-9218

Pinpoint Precision LLC

SCOPE OF SERVICES

Construction Management Upon Request – Systemwide Non Roadway. On-call, and as-needed Construction Management Services.

EXHIBIT G

Contract No. RR-19-9218

Pinpoint Precision LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
	Construction Management Upon Request –		\$200,000.00	

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL 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: R & G Engineering, LLC dba Reach Grow
Exceed Engineering

Contract Number: RR-19-9218

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-19-9218

Consultant: R & G Engineering, LLC dba Reach Grow Exceed Engineering

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	3540
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Construction Inspection					516	516	516	516	516	480	320	160	3540	
TOTALS					516	516	516	516	516	480	320	160	3540	

Contract No.: RR-19-9218

Consultant: Exceed Engineering

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: Zachary Ihde

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-19-9218

R & G Engineering, LLC dba Reach Grow Exceed Engineering

SCOPE OF SERVICES

R&G Engineering LLC dba Reach Grow Exceed Engineering will provide documentation support and construction inspection.

EXHIBIT G

Contract No. RR-19-9218

R & G Engineering, LLC dba Reach Grow Exceed Engineering

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-19-4482	Tri-State Roadway Recon and Widening	\$3,600,000.00	\$3,600,000.00	3/31/2024
RR-16-4265	Tri -State DCM/DSE	\$1,070,216.42	\$145,886.08	11/1/2020
I-17-4326	CCM Central Tri- State	\$3,500,000.00	\$3,500,000.00	5/1/2023
RR-16-4265	Systemwide, CUR	\$200,000.00	\$24,153.00	6/1/2020
I-18-4420	I294/I57 Interchange	\$963,580.00	\$963,580.00	12/1/2022
30561	Utility Coordination	\$2,800,000.00	\$220,351.00	12/1/2020
E-57-497	Canal St Viaduct	\$104,838.00	\$104,838.00	12/1/2020
C-91-174-17	Weber Road DDI	\$555,114.00	\$364,334.00	12/1/2020
C-91-235-17	I-80 Improvements	\$336,516.00	\$336,516.00	12/1/2020
C-91-233-16	US 41 to IL 21	\$509,017.00	\$24,936.00	4/1/2020
5432	O'Hare OMP	\$300,000.00	\$162,000.00	12/31/2022
69555	CTA RLE	\$123,698.00	\$123,698.00	12/31/2021
21678-004	PGL SMP	N/A	N/A	12/31/2020
7113	CDWM TOR 003	\$450,940.00	\$296,135.00	12/31/2021

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="border-bottom: 1px solid red; width: 15%;"></td> <td style="width: 10%;"></td> <td style="width: 55%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid red;"></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid red;"></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid red;"></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid red;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs				Services by Others				Additional Services **				Total this Subconsultant (ULC)		\$	-
Direct Labor																					
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7	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="border-bottom: 1px solid red; width: 15%;"></td> <td style="width: 10%;"></td> <td style="width: 55%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid red;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid red;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid red;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid red;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs		\$	-	Services by Others		\$	-	Additional Services **		\$	-	Total this Subconsultant (ULC)		\$	-
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Direct Labor																					
Direct Costs		\$	-																		
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Direct Costs		\$	-																		
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Total this Subconsultant (ULC)		\$	-																		

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Direct Labor																					
Direct Costs		\$	-																		
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12	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="border-bottom: 1px solid red; width: 15%;"></td> <td style="width: 10%;"></td> <td style="width: 55%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid red;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid red;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid red;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid red;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs		\$	-	Services by Others		\$	-	Additional Services **		\$	-	Total this Subconsultant (ULC)		\$	-
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Additional Services **		\$	-																		
Total this Subconsultant (ULC)		\$	-																		

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL 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: Rubinos & Mesia Engineers, Inc.

Contract Number: RR-19-9218

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-19-9218

Consultant: Rubinos & Mesia Engineers, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	1209
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
CMUR-Non Roadway					64	30	30	30	30	30	30	30	274	
TOTALS					64	30	30	30	30	30	30	30	274	

Contract No.: RR-19-9218

Consultant: Rubinos & Mesia Engineers, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Patrick Haavig, P.E.

Project Structural Engineer: Mohsen Farahany P.E., S.E.

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Javed Hussain

Classification: Construction Inspector

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-19-9218

Rubinos & Mesia Engineers, Inc.

SCOPE OF SERVICES

RME will provide engineering services to support the prime consultant in this contract depending on the tasks assigned by Tollway and the prime consultant.

Generally RME's scope of work is Design Support and Inspection

EXHIBIT G

Contract No. RR-19-9218

Rubinos & Mesia Engineers, 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
174-008 D-91-340- 14	IDOT FAP 344 (IL 83), at IL 171 (Archer Ave.) South Junction	\$451,637.00	\$10,000.00	12/1/2017
CDOT	Chicago Halsted and Chicago River Phase II	\$260,000.00	\$73,000.00	12/1/2018
14-1 Item 18 I-14-4196	Tollway I-90 and System wide, Design Services Upon Request Supplement	\$5,750,000.00	\$316,000.00	12/1/2020
15-2 Item 5 I-15-4656	Tollway Elgin O'Hare Western Access, I-294 to I-90	\$1,224,865.00	\$467,000.00	11/1/2019
17-2 Item 4 I-17-4677	Tollway Elgin O'Hare Western Access, Devon Ave. to Pratt Blvd.	\$1,965,000.00	\$1,800,000.00	12/1/2020
17-2 Item 5 I-17-4678	Tollway Elgin O'Hare Western Access, Pratt Blvd. to Touhy Ave.	\$1,100,000.00	\$970,000.00	12/1/2020
17-3 Item 11 I-17-4306	Tri-State Tollway, Bridge Rehabilitation, Bridge Repairs, Bridge Demolition, Various Locations	\$1,585,000.00	\$1,003,000.00	10/1/2022

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

 -**

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

 -**

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

 -**

Contract Information Sheet

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

Consultant Name: ACOT Associates Group, LLC

Contract Number: RR-19-9218

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-19-9218

Consultant: ACOT Associates Group, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	1414
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Construction Inspection				0	168	168	168	168	168	168	168	168	168	1344
TOTALS					168	168	168	168	168	168	168	168	168	1344

Contract No.: RR-19-9218

Consultant: ACOT Associates Group, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Akin J. Akinduro

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-19-9218

ACOT Associates Group, LLC

SCOPE OF SERVICES

ACOT Associates Group will perform Phase III engineering services for the construction inspection and supervision at selected locations on the Tollway system.

EXHIBIT G

Contract No. RR-19-9218

ACOT Associates Group, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
19-100	Construction Inspection & Environmental	\$240,500.00	\$201,000.00	10/30/2022
19-103	Survey/Design & Provide Topographic survey of the area of concrete lined ditch that has failed and location on new guardrail, Set up drawings base with survey and utility information from the field in AutoCAD and use in developing construction documents.	\$59,485.00	\$9,910.00	3/30/2020
19-105	City of Memphis, Division of Engineering STP Isolated Signal Improvements – Group 3	\$26,400.00	\$22,100.00	12/15/2021
19-106	Drainage Inspection/Evaluation & Gayoso Bayou evaluation of the above drainage basins.	\$101,000.00	\$101,000.00	11/30/2020

EXHIBIT H - SERVICES BY OTHERS

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DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

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

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

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