

RESOLUTION NO. 21990

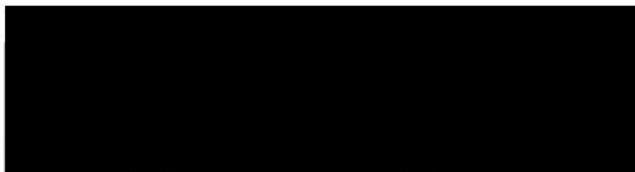
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services Upon Request on Contract No. RR-19-9219, Systemwide. Atlas Engineering Group, Ltd. submitted a proposal to provide such services for an upper limit of compensation not to exceed \$5,000,000.00. 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 Atlas Engineering Group, Ltd. to obtain Design Services Upon Request on Contract No. RR-19-9219 with an upper limit of compensation not to exceed \$5,000,000.00, 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

U



Contract: RR-19-9219 **PSB:** 19-3 Item #9

Consultant: Atlas Engineering Group, Ltd.

PM: Ed Flores

Reviewer: Sherita Kelly **Review Date:** 3/30/20

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

Exhibits D and E

Atlas Engineering Group, Ltd.- (Revisions made and complete)

- **Exhibit E: Key Personnel-** ONLY key employees are listed on this exhibit per the PSB item description for required key personnel. The names that were submitted on the SOI to fulfill the PSB required key personnel are the ONLY names that need to be listed and SHOULD match. This means that not every Consultant will have Key Personnel. In the event there is a change to Key Personnel from what was submitted per the SOI, please include a letter of justification for the change, addressed to **Mr. Paul Kovacs, Chief Engineering Officer**. This letter needs to be submitted to the PM for review and approval, copy myself. The letter should be submitted as soon as possible.

Aqua Vitae Engineering, LLC.- (Revisions made and complete)

- **Exhibit D:** Please don't list items that are included in the Tollway's Allowable Direct Costs, remove the word mileage under the Direct Cost Category.
- **Exhibit E: Key Personnel-** ONLY key employees are listed on this exhibit per the PSB item description for required key personnel. The names that were submitted on the SOI to fulfill the PSB required key personnel are the ONLY names that need to be listed and SHOULD match. This means that not every Consultant will have Key Personnel. In the event there is a change to Key Personnel from what was submitted per the SOI, please include a letter of justification for the change, addressed to Mr. Paul Kovacs, Chief Engineering Officer. This letter needs to be submitted to the PM for review and approval, copy myself. The letter should be submitted as soon as possible.

A Epstein and Sons International, Inc.- (Revisions made and complete)

- **Exhibit E: Key Personnel-** ONLY key employees are listed on this exhibit per the PSB item description for required key personnel. The names that were submitted on the SOI to fulfill the PSB required key personnel are the ONLY names that need to be listed and SHOULD match. This means that not every

Consultant will have Key Personnel. In the event there is a change to Key Personnel from what was submitted per the SOI, please include a letter of justification for the change, addressed to Mr. Paul Kovacs, Chief Engineering Officer. This letter needs to be submitted to the PM for review and approval, copy myself. The letter should be submitted as soon as possible.

Ciorba Group, Inc.- (Revisions made and complete)

- **Exhibit D:** Please don't list items that are included in the Tollway's Allowable Direct Costs, remove the word mileage and calculations under the Direct Cost Category.
- **Exhibit E: Key Personnel-** ONLY key employees are listed on this exhibit per the PSB item description for required key personnel. The names that were submitted on the SOI to fulfill the PSB required key personnel are the ONLY names that need to be listed and SHOULD match. This means that not every Consultant will have Key Personnel. In the event there is a change to Key Personnel from what was submitted per the SOI, please include a letter of justification for the change, addressed to Mr. Paul Kovacs, Chief Engineering Officer. This letter needs to be submitted to the PM for review and approval, copy myself. The letter should be submitted as soon as possible.

GSG Material Testing, Inc.- (Revisions made and complete)

- Please use the most current version of DSE Proposal and 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) (xlsm) and DSE Proposal (2.8 multiplier) (8/2019) (doc).
- **Exhibit E: Key Personnel-** ONLY key employees are listed on this exhibit per the PSB item description for required key personnel. The names that were submitted on the SOI to fulfill the PSB required key personnel are the ONLY names that need to be listed and SHOULD match. This means that not every Consultant will have Key Personnel. In the event there is a change to Key Personnel from what was submitted per the SOI, please include a letter of justification for the change, addressed to Mr. Paul Kovacs, Chief Engineering Officer. This letter needs to be submitted to the PM for review and approval, copy myself. The letter should be submitted as soon as possible.

1.5.9 Item 9 RR-19-9219, Design Upon Request - Systemwide Non Roadway

This project has a 25% D/M/WBE participation goal and 3% VOS/SDVOSBE participation goal.

Phase II engineering services are required for work tasks that may include preparation of contract plans and engineering studies and other technical services as directed by the Illinois Tollway. Typical tasks will include projects that are required for the Tollway system, and may include, but not be limited to:

1. JOC design support
2. Miscellaneous facilities repair, systemwide
3. Pavement Marking, systemwide
4. Sign fabrication and installation, systemwide
5. On call and as- needed work related on the Tollway system.

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

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

Highways (Freeway)
Structures (Highway Bridges: Typical)
Special Services (Architecture)
Special Services (Electrical Engineering)
Special Services (Mechanical Engineering)

The Illinois Tollway will allow a Prime consultant to meet the prequalification for Structures (Highway Bridges: Typical), Special Services (Architecture), Special Services (Electrical Engineering) and Special Services (Mechanical Engineering) through a subconsultant.

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

- The person who will assume the duties of the Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- The person who will perform the duties of the Project Engineer, that individual in charge who is directly involved in the development of the contract documents (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for roadway design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for structural design related issues (must be an Illinois Licensed Structural Engineer).
- The person who will be responsible for architectural related issues (must be an Illinois Licensed Professional Architect).
- The person who will be responsible for electrical design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for mechanical design related issues (must be an Illinois Licensed Professional Engineer).
- The person(s) who will perform the QC/QA review work of all milestone submittals, who must be an Illinois Licensed Professional Engineer for roadway elements and an Illinois Licensed Structural Engineer for structural elements.

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.

March 31, 2020

The Illinois Tollway
2700 Ogden Avenue
Downers Grove, IL 60515

Attn: Mr. Paul Kovacs – Chief Engineering Officer

Subject: Key Personnel Substitution Request for Project RR-19-9219, Design Upon Request, Systemwide – Non Roadway

Dear Mr. Kovacs:

Upon evaluation of project needs and discussions during the project kick off meeting, the following substitutions are requested by Atlas Engineering Group, Ltd. (Atlas) to key personnel who will be dedicated to this project. Resume of each individual proposed is attached to this letter.

Title	From		To	
	Name	Company	Name	Company
Project Principal			Natalia Homedi, PE	Atlas Engineering Group, Ltd.
Project Manager	Natalia Homedi, PE	Atlas Engineering Group, Ltd.	Pascal Luciano PE, SE	Atlas Engineering Group, Ltd.
Project Engineer	Yun S. Kim, PE	Atlas Engineering Group, Ltd.	Jordan Taylor, PE	Atlas Engineering Group, Ltd.

Please contact me at (847) 753-8020 or at nhomedi@aegroupltd.com, should you have any questions, or desire additional information. We look forward to continuing working with the Tollway.

Sincerely,


Natalia Homedi, P.E.,
President

Cc: File

Attachments: Pascal Luciano, PE, SE Resume
Jordan Taylor, PE Resume

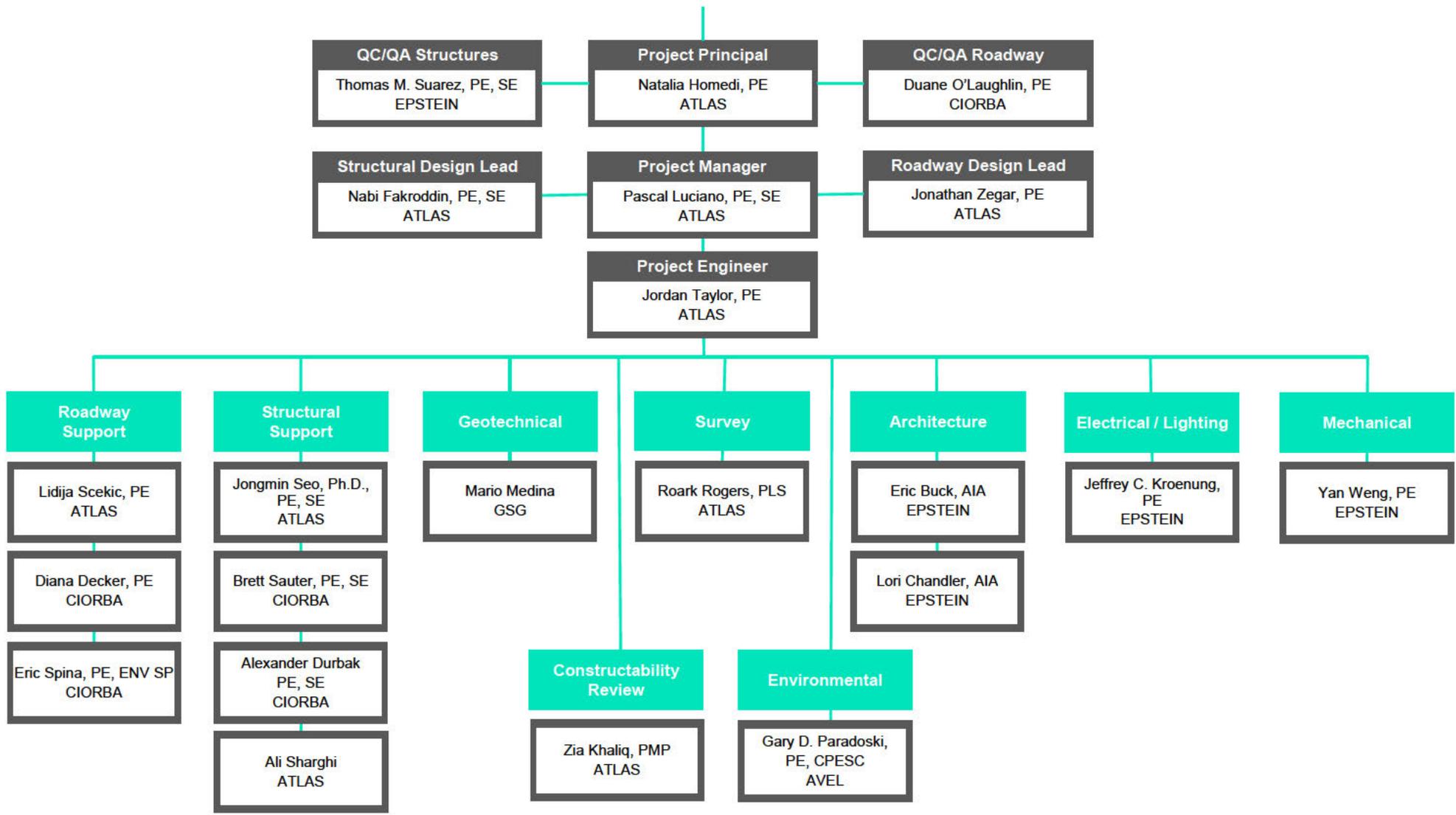
PROJECT TEAM ORGANIZATION CHART

RR-19-9219 PSB 19-3 / Item 9

DESIGN UPON REQUEST – SYSTEMWIDE NON-ROADWAY



Project Team	
Prime:	Atlas Engineering Group, Ltd. (ATLAS)
Sub-consultants:	A. Epstein & Sons, Inc. (EPSTEIN) Ciorba Group, Inc. (CIORBA) Aqua Vitae Engineering, LLC (AV) GSG Material Testing, Inc. (GSG)



March 9, 2020

The Illinois Tollway
2700 Ogden Avenue
Downers Grove, IL 60515

Attn: Ed Flores – Executive Project Manager

Subject: Proposal Exhibit for Project RR-19-9219, Design Upon Request, Systemwide – Non Roadway

Dear Mr. Flores:

Please find attached Atlas Engineering Group, Ltd. (Atlas) proposal and associated exhibits for RR-19-9219 – Design upon Request, Systemwide – Non Roadway project.

Upon evaluation of project needs and discussions during the project kick off meeting, the following substitutions are requested by Atlas to key personnel who will be dedicated to this project. Resume of each individual proposed is included in this package.

Title	From		To	
	Name	Company	Name	Company
Project Principal			Natalia Homedi, PE	Atlas Engineering Group, Ltd.
Project Manager	Natalia Homedi, PE	Atlas Engineering Group, Ltd.	Pascal Luciano PE, SE	Atlas Engineering Group, Ltd.
Project Engineer	Yun S. Kim, PE	Atlas Engineering Group, Ltd.	Tim Farra, PE, PMP	Atlas Engineering Group, Ltd.

Upon your review of the proposal, should you have any questions, or desire additional information, please contact me at (847) 753-8020 or at nhomedi@aegroupltd.com. We look forward to continuing working with the Tollway.

Sincerely,

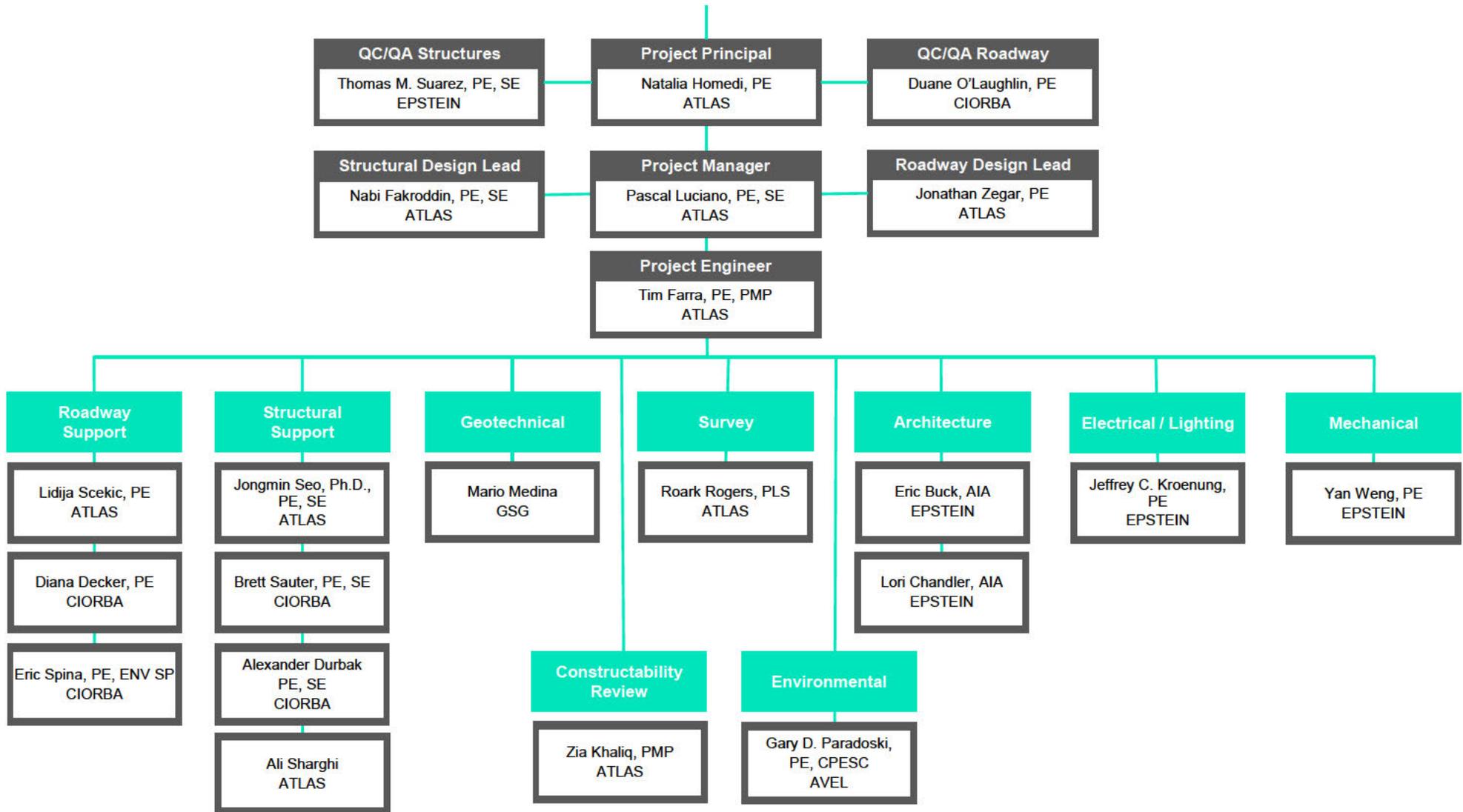


Natalia Homedi, P.E.,
President

PROJECT TEAM ORGANIZATION CHART
RR-19-9219 PSB 19-3 / Item 9
DESIGN UPON REQUEST – SYSTEMWIDE NON-ROADWAY



Project Team	
Prime:	Atlas Engineering Group, Ltd. (ATLAS)
Sub-consultants:	A. Epstein & Sons, Inc. (EPSTEIN) Ciorba Group, Inc. (CIORBA) Aqua Vitae Engineering, LLC (AV) GSG Material Testing, Inc. (GSG)



From: Zia Khaliq
To: [Kelly, Sherita](#)
Cc: [Natalia Homedi](#); [Eyad Homedi](#); [Pascal Luciano](#); [Flores, Ed](#)
Subject: RE: Contract RR-19-9219_PSB 19-3_Item 9/ Revised Proposal Exhibits/ email 2 of 2
Date: Friday, April 3, 2020 7:37:32 AM

Good morning Sherita,

Sorry for the confusion. Personnel listed on Exhibit E are the key personnel. Staff listed below was meant to be listed as support staff in PSB exhibits.

Thank you

Zia Khaliq - PMP | Construction Division Manager/ Traffic Data Collection Division Manager

DBE/WBE Certified

3100 Dundee Road, Suite 502, Northbrook, IL 60062

55 W. Wacker, 9th Floor, Chicago, IL 60601

O: 847-753-8020 | F: 847-753-8023 | Cell: 847-682-5049

zkhaliq@aegroupltd.com | www.aegroupltd.com | [LinkedIn](#)

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From: Kelly, Sherita <skelly@getipass.com>
Sent: Thursday, April 2, 2020 4:10 PM
To: Zia Khaliq <zkhaliq@aegroupltd.com>
Cc: Natalia Homedi <nhomedi@aegroupltd.com>; Eyad Homedi <ehomedi@aegroupltd.com>; Pascal Luciano <pluciano@aegroupltd.com>; Flores, Ed <Eduardo.Flores@getipass.com>
Subject: RE: Contract RR-19-9219_PSB 19-3_Item 9/ Revised Proposal Exhibits/ email 2 of 2

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Hi Zia-

I still have questions regarding the Key Personnel for Atlas and A. Epstein and want to know if these individuals should be included on Exhibit E since they were listed on Exhibits A and D of PSB 19-3.

Atlas Engineering

- Yun, S. Kim
- Nabi Fakroddin
- Michael Livernois

- Jongmin Seo
- Johnathan Zegar
- Kenneth Cortopassi
- Roark Rogers
- Zia Khaliq

A Epstein and Sons

- Lori Chandler
- Thomas Suarez

Thanks,

Sherita Kelly
Contract Analyst
Illinois State Toll Highway Authority
P 630-241-6800 Ext. 4645
[**skelly@getipass.com**](mailto:skelly@getipass.com)

From: Zia Khaliq <zkhalig@aegroupltd.com>
Sent: Tuesday, March 31, 2020 8:17 AM
To: Kelly, Sherita <skelly@getipass.com>
Cc: Natalia Homedi <nhomedi@aegroupltd.com>; Eyad Homedi <ehomedi@aegroupltd.com>; Pascal Luciano <pluciano@aegroupltd.com>; Flores, Ed <Eduardo.Flores@getipass.com>
Subject: RE: Contract RR-19-9219_PSB 19-3_Item 9/ Revised Proposal Exhibits/ email 2 of 2

Sherita,

Attached are Epstein and Atlas revised proposal exhibits.

Thank you

Zia Khaliq - PMP | Construction Division Manager/ Traffic Data Collection Division Manager

DBE/WBE Certified

3100 Dundee Road, Suite 502, Northbrook, IL 60062
55 W. Wacker, 9th Floor, Chicago, IL 60601
O: 847-753-8020 | F: 847-753-8023 | Cell: 847-682-5049
zkhalig@aegroupltd.com | www.aegroupltd.com | [LinkedIn](#)

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From: [Flores, Ed](#)
To: [Kelly, Sherita](#); [Stukel, Gregory](#)
Subject: RE: Contract RR-19-9219_PSB 19-3_Item 9/ Revised Proposal Exhibits/ email 2 of 2
Date: Monday, April 13, 2020 2:57:40 PM

For the PSB, the submittal is only required to list key personnel. For the contract, the prime and the sub should submit exhibits that lists all personnel that will bill, their titles, overtime or overtime exemptions, and their salary ranges.

Greg: Please feel free to chime in, if needed.

Thanks...Ed

From: Kelly, Sherita
Sent: Monday, April 13, 2020 1:44 PM
To: Flores, Ed <Eduardo.Flores@getipass.com>
Subject: FW: Contract RR-19-9219_PSB 19-3_Item 9/ Revised Proposal Exhibits/ email 2 of 2

Hi Ed-

Please see the email thread below. Should the support staff also be listed on Exhibit E of the proposal since they were listed on the PSB exhibits?

Sherita Kelly
Contract Analyst
Illinois State Toll Highway Authority
P 630-241-6800 Ext. 4645
skelly@getipass.com

From: Zia Khaliq <zkhaliq@aegroupltd.com>
Sent: Friday, April 3, 2020 7:37 AM
To: Kelly, Sherita <skelly@getipass.com>
Cc: Natalia Homedi <nhomedi@aegroupltd.com>; Eyad Homedi <ehomedi@aegroupltd.com>; Pascal Luciano <pluciano@aegroupltd.com>; Flores, Ed <Eduardo.Flores@getipass.com>
Subject: RE: Contract RR-19-9219_PSB 19-3_Item 9/ Revised Proposal Exhibits/ email 2 of 2

Good morning Sherita,

Sorry for the confusion. Personnel listed on Exhibit E are the key personnel. Staff listed below was meant to be listed as support staff in PSB exhibits.

Thank you

Zia Khaliq - PMP | Construction Division Manager/ Traffic Data Collection Division Manager

DBE/WBE Certified

3100 Dundee Road, Suite 502, Northbrook, IL 60062

55 W. Wacker, 9th Floor, Chicago, IL 60601

O: 847-753-8020 | F: 847-753-8023 | Cell: 847-682-5049

zkhalik@aegroupltd.com | www.aegroupltd.com | [LinkedIn](#)

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From: Kelly, Sherita <skelly@getipass.com>

Sent: Thursday, April 2, 2020 4:10 PM

To: Zia Khaliq <zkhalik@aegroupltd.com>

Cc: Natalia Homedi <nhomedi@aegroupltd.com>; Eyad Homedi <ehomedi@aegroupltd.com>;

Pascal Luciano <pluciano@aegroupltd.com>; Flores, Ed <Eduardo.Flores@getipass.com>

Subject: RE: Contract RR-19-9219_PSB 19-3_Item 9/ Revised Proposal Exhibits/ email 2 of 2

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Hi Zia-

I still have questions regarding the Key Personnel for Atlas and A. Epstein and want to know if these individuals should be included on Exhibit E since they were listed on Exhibits A and D of PSB 19-3.

Atlas Engineering

- Yun, S. Kim
- Nabi Fakroddin
- Michael Livernois
- Jongmin Seo
- Johnathan Zegar
- Kenneth Cortopassi
- Roark Rogers
- Zia Khaliq

A Epstein and Sons

- Lori Chandler
- Thomas Suarez

Thanks,

Sherita Kelly

Contract Analyst

Illinois State Toll Highway Authority

P 630-241-6800 Ext. 4645
skelly@getipass.com

From: Zia Khaliq <zkhaliq@aegroupltd.com>
Sent: Tuesday, March 31, 2020 8:17 AM
To: Kelly, Sherita <skelly@getipass.com>
Cc: Natalia Homedi <nhomedi@aegroupltd.com>; Eyad Homedi <ehomedi@aegroupltd.com>; Pascal Luciano <pluciano@aegroupltd.com>; Flores, Ed <Eduardo.Flores@getipass.com>
Subject: RE: Contract RR-19-9219_PSB 19-3_Item 9/ Revised Proposal Exhibits/ email 2 of 2

Sherita,

Attached are Epstein and Atlas revised proposal exhibits.

Thank you

Zia Khaliq - PMP | Construction Division Manager/ Traffic Data Collection Division Manager

DBE/WBE Certified

3100 Dundee Road, Suite 502, Northbrook, IL 60062
55 W. Wacker, 9th Floor, Chicago, IL 60601
O: 847-753-8020 | F: 847-753-8023 | Cell: 847-682-5049
zkhaliq@aegroupltd.com | www.aegroupltd.com | [LinkedIn](#)

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From: Zia Khaliq
Sent: Tuesday, March 31, 2020 8:11 AM
To: Kelly, Sherita <skelly@getipass.com>
Cc: Natalia Homedi <nhomedi@aegroupltd.com>; Eyad Homedi <ehomedi@aegroupltd.com>; Pascal Luciano <pluciano@aegroupltd.com>; 'Flores, Ed' <Eduardo.Flores@getipass.com>
Subject: RE: Contract RR-19-9219_PSB 19-3_Item 9/ Revised Proposal Exhibits/ email 1 of 2

Good morning Sherita,

Please find attached updated proposal exhibits with incorporation of your comments. I am also attaching a letter addressed to Chief Engineer requesting substitution of Atlas personnel.

Due to file size limitations, I will send Epstein and Atlas exhibit in a separate email.

Thank you

Zia Khaliq - PMP | Construction Division Manager/ Traffic Data Collection Division Manager

DBE/WBE Certified

3100 Dundee Road, Suite 502, Northbrook, IL 60062

55 W. Wacker, 9th Floor, Chicago, IL 60601

O: 847-753-8020 | F: 847-753-8023 | Cell: 847-682-5049

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From: Kelly, Sherita <skelly@getipass.com>

Sent: Monday, March 30, 2020 10:19 AM

To: Eyad Homedi <ehomedi@aegroupltd.com>

Cc: Flores, Ed <Eduardo.Flores@getipass.com>; Stukel, Gregory <gstukel@getipass.com>; Williams, Donna <DMWilliams@getipass.com>; Natalia Homedi <nhomedi@aegroupltd.com>

Subject: Contract RR-19-9219_PSB 19-3_Item 9

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Good morning-

I have attached an updated summary review for the above mentioned contract. Please make the necessary corrections as listed on the review sheet and return the information to me as soon as possible, to prevent any delays in the process. If you have questions, please let me know.

Thanks,

Sherita Kelly

Contract Analyst

Illinois State Toll Highway Authority

P 630-241-6800 Ext. 4645

skelly@getipass.com

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Exhibit A – Proposed Staff

PSB 19-3

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

Project Manager (Items 1-10,13)			
Name:	Natalia Homedi, PE		
Firm:	Atlas Engineering Group, Ltd.		
Category:	IL Licensed Professional Engineer		
License #:	062-045147		
Year Registered:	1989	State:	IL
Office Address:	3100 Dundee Road, Suite 502		
City:	Northbrook	State:	IL

Roadway Design (Items 1-10,13)			
Name:	Eric Spina, PE, ENV SP		
Firm:	Ciorba Group, Inc.		
Category:	IL Professional Engineer		
License #:	062-065508		
Year Registered:	2013	State:	IL
Office Address:	8725 W. Higgins Rd., Ste 600		
City:	Chicago	State:	IL

Structural Design Lead (Items 1-9, 11,13)			
Name:	Nabi Fakroddin, PE, SE		
Firm:	Atlas Engineering Group, Ltd.		
Category:	IL Licensed Professional Structural Engineer, Professional Engineer		
License #:	081-003377; 062-023395		
Year Registered:	1963; 1970	State:	IL
Office Address:	3100 Dundee Road, Suite 502		
City:	Northbrook	State:	IL

QC/QA Structures Support			
Name:	Thomas M. Suarez, PE, SE		
Firm:	A.Epstein & Sons, Inc.		
Category:	IL Licensed Professional Engineer & Structural Engineer		
License #:	062-049715; 081-005515		
Year Registered:	1995; 1998	State:	IL; IL
Office Address:	600 W Fulton St.		
City:	Chicago	State:	IL

Materials Coordinator(Items 1-8,10)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Document Technician (Items 1-8,10)			
Name:			
Firm:			
Category:	Documentation Certification Number- IDOT class S-14		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Materials QA Technician (Items 1-10)			
Name:	Mario Medina		
Firm:	GSG Material Testing, Inc.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	2945 W. Harrison St.		
City:	Chicago	State:	IL

Structural Design (Items 1-9, 11, 13)			
Name:	Michael J. Livernois, PE		
Firm:	Atlas Engineering Group, Ltd.		
Category:	IL Licensed Professional Engineer		
License #:	062-067119		
Year Registered:	2015	State:	IL
Office Address:	3100 Dundee Road, Suite 502		
City:	Northbrook	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:	Yun S. Kim, PE		
Firm:	Atlas Engineering Group, Ltd.		
Category:	IL Licensed Professional Engineer		
License #:	062-059992		
Year Registered:	2007	State:	IL
Office Address:	3100 Dundee Road, Suite 502		
City:	Northbrook	State:	IL

Architectural (Item 9)			
Name:	Eric Buck, AIA		
Firm:	A.Epstein & Sons Inc.		
Category:	IL Licensed Architect		
License #:	001018516		
Year Registered:	2003	State:	IL
Office Address:	600 W Fulton St.		
City:	Chicago	State:	IL

Electrical Design (Item 9)			
Name:	Jeffrey C. Kroenung, PE		
Firm:	A.Epstein & Sons Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-09005		
Year Registered:	2016	State:	IL
Office Address:	600 W Fulton St.		
City:	Chicago	State:	IL

Structural Design (Items 1-9, 11, 13)			
Name:	Jongmin Seo, Ph.D., PE, SE		
Firm:	Atlas Engineering Group, Ltd.		
Category:	IL Professional Structural Engineer, Professional Engineer		
License #:	081-008382; 58974		
Year Registered:	2019; 2014	State:	IL; AZ
Office Address:	3100 Dundee Road, Suite 502		
City:	Northbrook	State:	IL

Roadway Design (Item 9,13)			
Name:	Jonathan Zegar, PE		
Firm:	Atlas Engineering Group, Ltd.		
Category:	IL Licensed Professional Engineer		
License #:	062-069130		
Year Registered:	2017	State:	IL
Office Address:	3100 Dundee Road, Suite 502		
City:	Northbrook	State:	IL

QC/QA Roadway Support			
Name:	Kenneth Cortopassi		
Firm:	Atlas Engineering Group, Ltd.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	3100 Dundee Road, Suite 502		
City:	Northbrook	State:	IL

QC/QA Roadway (Item 9, 13)			
Name:	Duane O'Laughlin, PE		
Firm:	Ciorba Group, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-252501		
Year Registered:	1998	State:	IL
Office Address:	8725 W. Higgins Rd., Ste. 600		
City:	Chicago	State:	IL

QC/QA Roadway (Item 9, 13)			
Name:	Diana Decker, PE		
Firm:	Ciorba Group, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-56649		
Year Registered:	2003	State:	IL
Office Address:	8725 W. Higgins Rd., Suite 600		
City:	Chicago	State:	IL

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

Environmental Support			
Name:	Gary D. Paradoski, PE, CPESC		
Firm:	Aqua Vitae Engineering, LLC		
Category:	IL Licensed Professional Engineer, Certified Professional in Erosion and Sediment Control		
License #:	062-059667;7657		
Year Registered:	2007; 2013	State:	IL
Office Address:	3400 W Stonegate Blvd, 100-2311		
City:	Arlington Heights	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

Survey Support			
Name:	Roark Rogers, PLS		
Firm:	Atlas Engineering Group, Ltd.		
Category:	PLS		
License #:	035-003765		
Year Registered:	2009	State:	IL
Office Address:	3100 Dundee Road, Suite 502		
City:	Northbrook	State:	IL

Mechanical Design (Item 9)			
Name:	Yan Weng, PE		
Firm:	A.Epstein & Sons, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-055273		
Year Registered:	2002	State:	IL
Office Address:	600 W Fulton St.		
Chicago	Chicago	State:	IL

Constructability Review			
Name:	Zia Khaliq, PMP		
Firm:	Atlas Engineering Group, Ltd.		
Category:	S-14		
License #:	19-15692		
Year Registered:	2019	State:	IL
Office Address:	3100 Dundee Road, Suite 502		
City:	Northbrook	State:	IL

Architectural (Item 9)			
Name:	Lori Chandler, AIA		
Firm:	A.Epstein & Sons, Inc.		
Category:	IL Licensed Architect		
License #:	001020026		
Year Registered:	2007	State:	IL
Office Address:	600 W Fulton St.		
City:	Chicago	State:	IL

Structural Design (Items 1-9, 11, 13)			
Name:	Brett Sauter, PE, SE		
Firm:	Ciorba Group, Inc.		
Category:	IL Licensed Professional Engineer, Structural Engineer		
License #:	062-060429; 081-006844		
Year Registered:	2008; 2009	State:	IL; IL
Office Address:	8725 W. Higgins Rd., Ste 600		
City:	Chicago	State:	IL

Structural Design (Items 1-9, 11, 13)			
Name:	Alexander Durbak, PE, SE		
Firm:	Ciorba Group, Inc.		
Category:	IL Licensed Professional Engineer, Structural Engineer		
License #:	062-066837; 081-007735		
Year Registered:	2014; 2015	State:	IL; IL
Office Address:	8725 W. Higgins Rd., Ste 600		
City:	Chicago	State:	IL

Name:			
Firm:			
Category:	Illinois Professional Engineer, Structural Engineer		
License #:			
Year Registered:		State:	IL
Office Address:			
City:		State:	IL

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 – Proposed Staff
PSB 19-3, continued**

Exhibit A continued
Attach resumes for Key Project Personnel.

<u>Management</u>	<u>Professionals</u>	<u>Technical Staff</u>
1	17	
Total	Engineers _____	Technicians _____
	Land Surveyors <u>1</u>	Draftsmen _____
	Architects <u>2</u>	Survey Crew _____
	Others _____	Clerical _____
	Total _____	Other _____
		Total _____
	Total Projected Staff	<u>21</u>

Exhibit A – Proposed Staff

PSB# 19-3 Item# 9

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

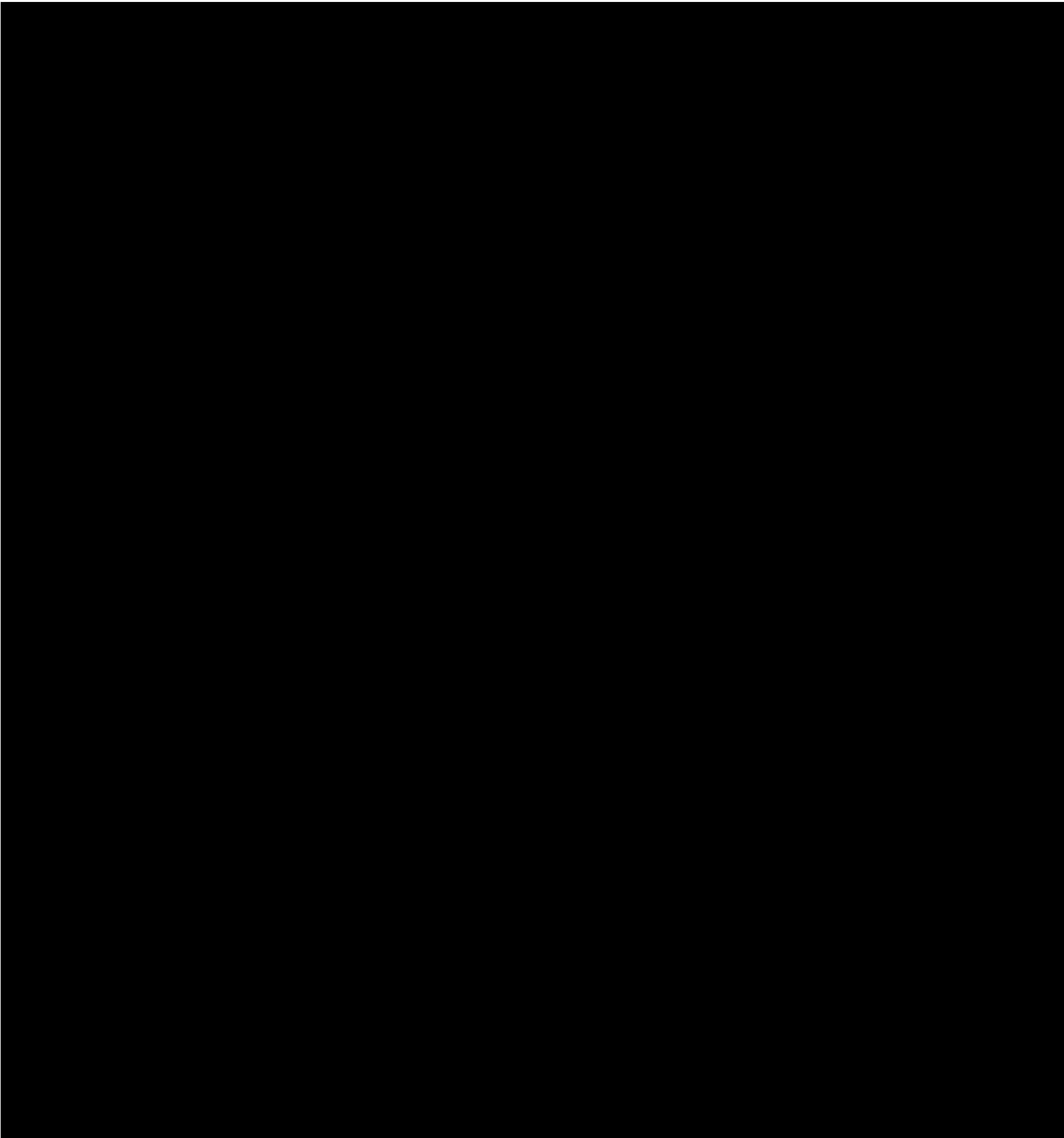
If Yes, provide completion date and/or number of months. Project is scheduled to start in 2020.
completion date as required by the Tollway PM.

If No, explain:

Exhibit A

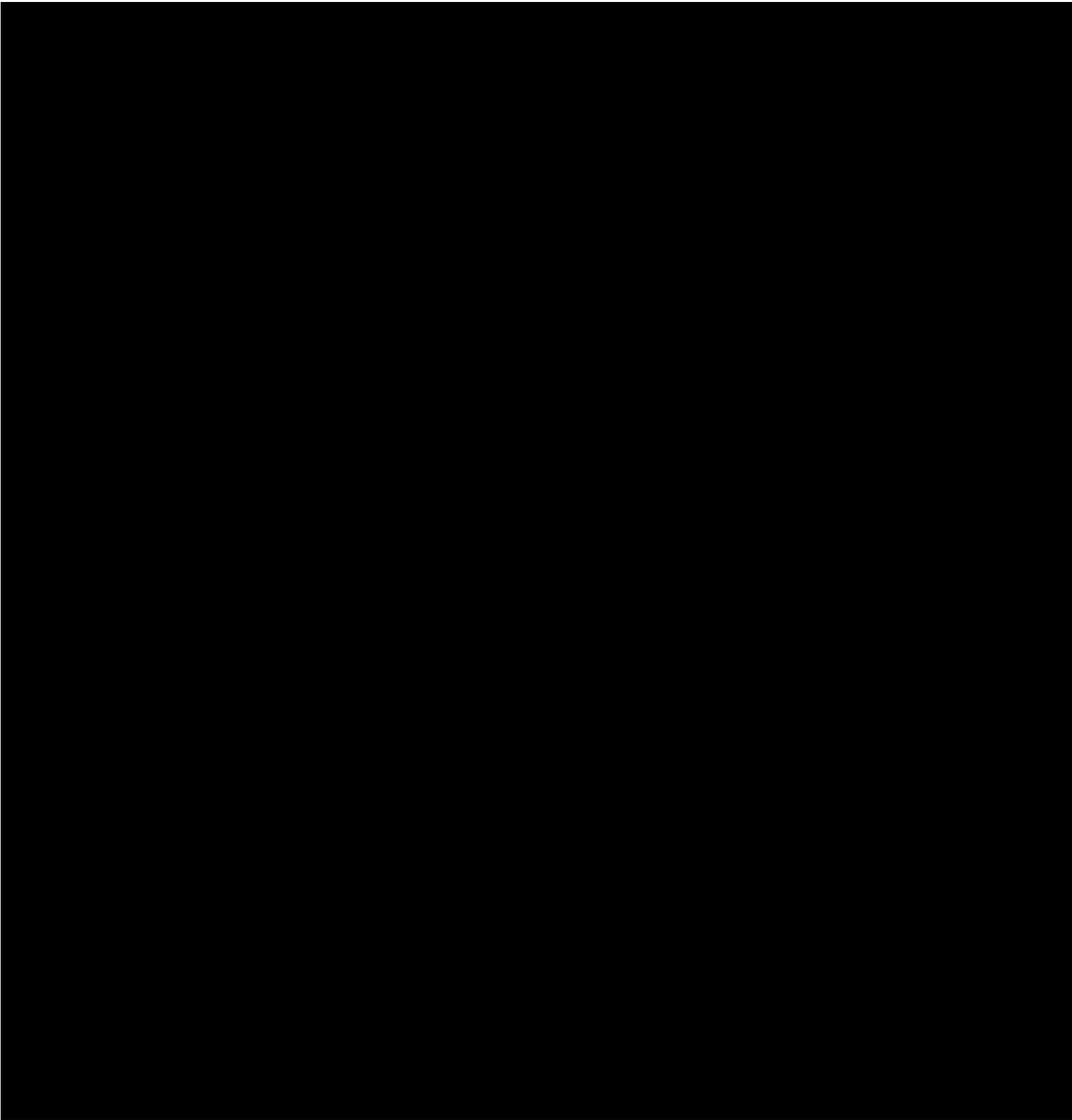
Natalia Homedi, P.E.
Principal

Nabi Fakhroddin, P.E, S.E
Senior Structural Engineer

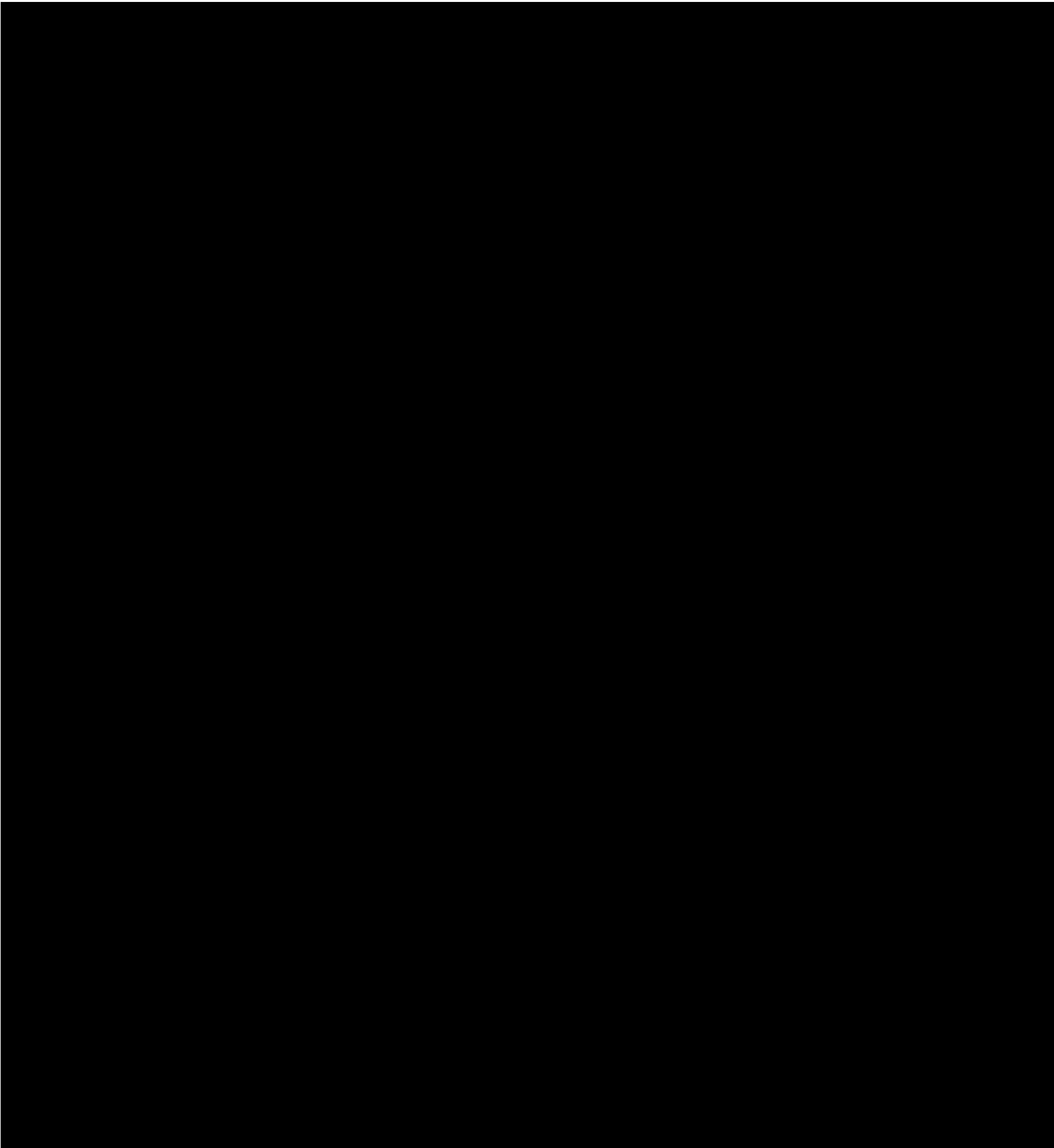


Yun S. Kim, P.E.
Senior Project Manager





Michael J. Livernois, P.E.
Senior Project Manager



Jongmin Seo, Ph.D, PE, SE
Senior Structural Engineer

Jonathan Zegar, P.E.
Project Engineer

Support Phase.

Kenneth Cortopassi

Design Department Manager/Project Manager

Zia Khaliq, PMP
Project Manager / Resident Engineer

Roark Rogers, P.L.S.
Survey Department Manager

Duane O'Laughlin, PE

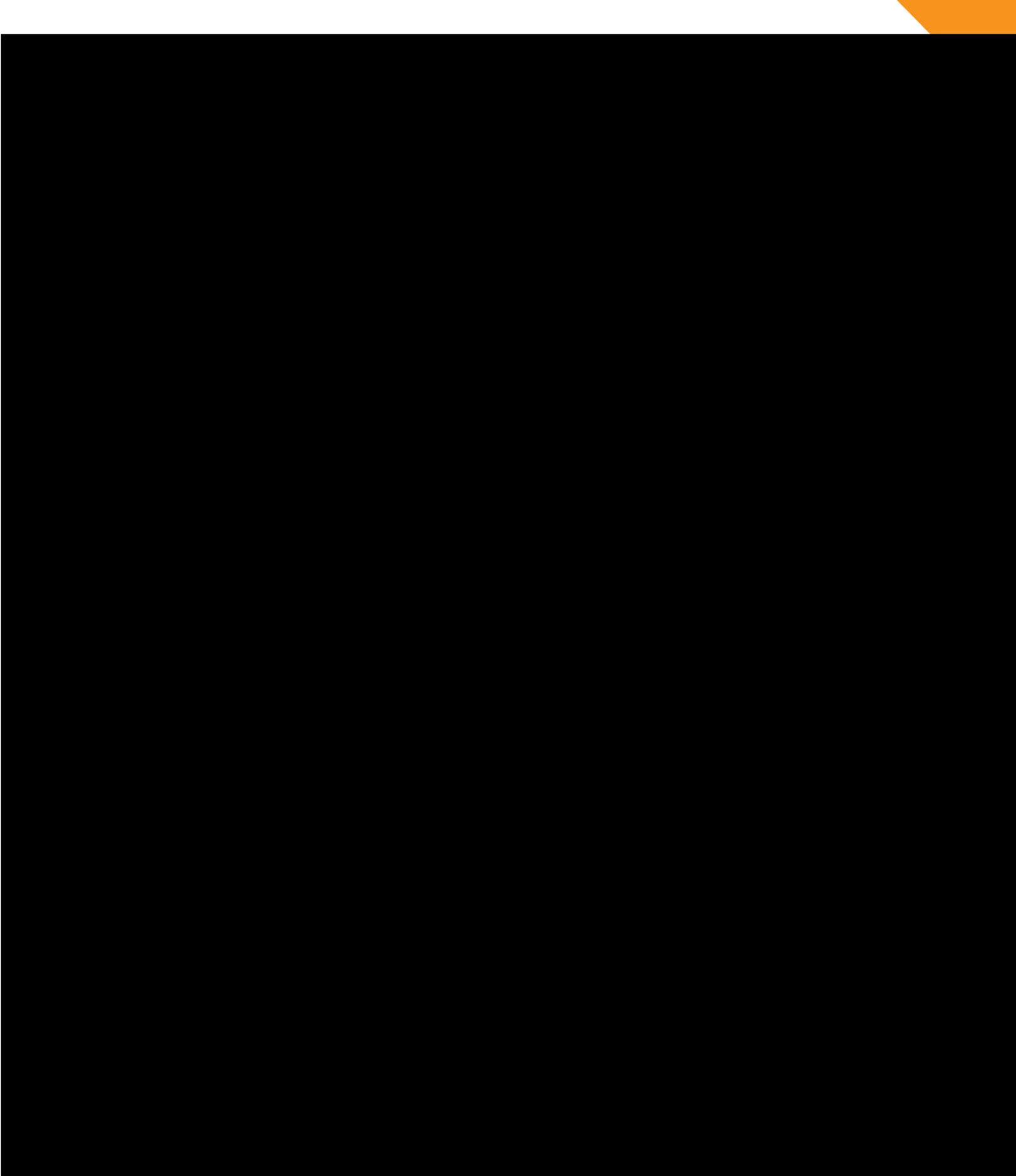
Project Manager

Eric Spina, PE, ENV SP

Project Engineer

Diana Decker, PE

Lead Roadway Engineer



* Completed while employed at another company

Alexander Durbak, PE, SE

Structural Engineer

Brett Sauter, PE, SE

Lead Structural Engineer



Eric Buck, AIA
Senior Project Architect



Eric Buck, AIA
Senior Project Architect



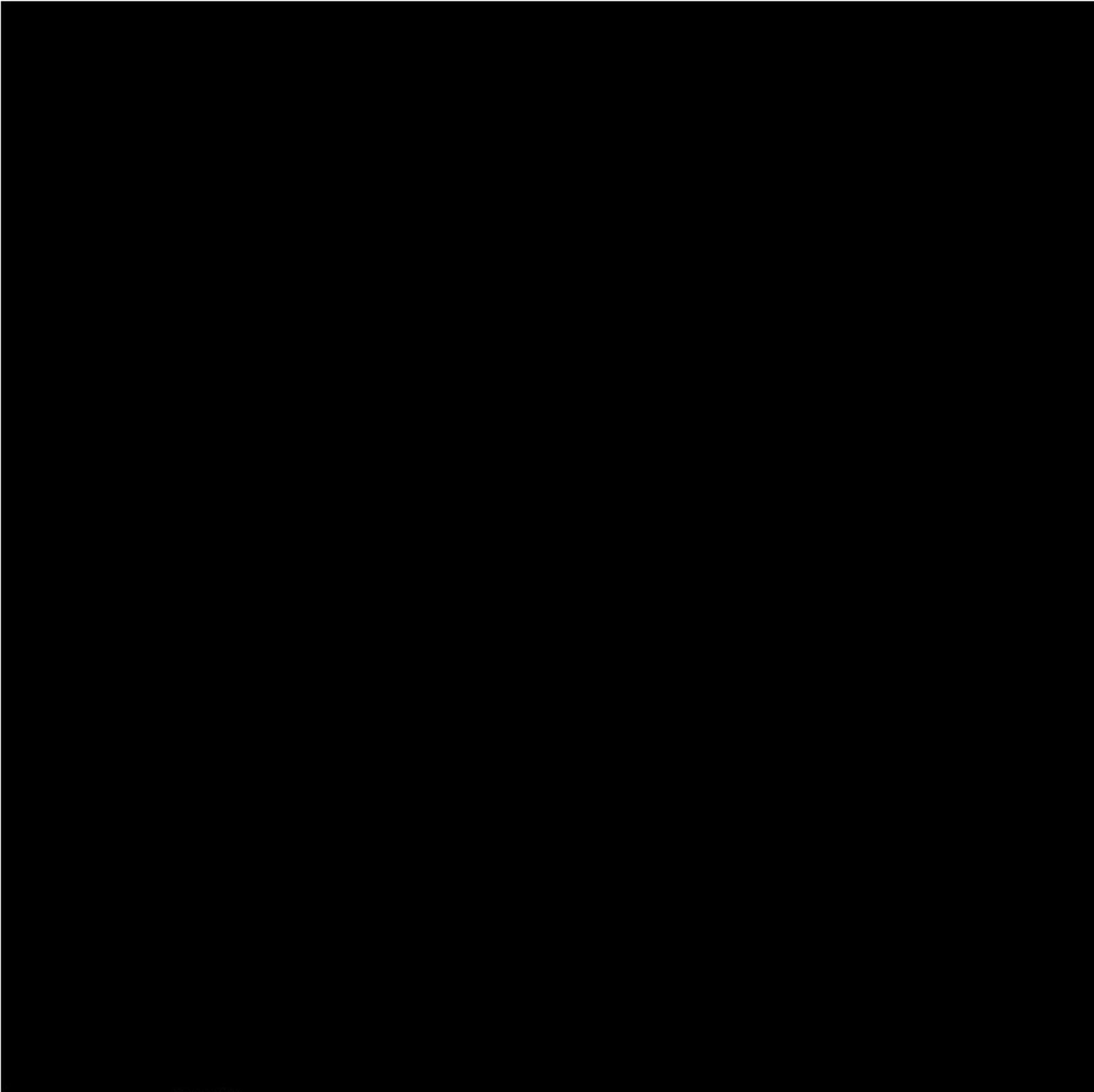
Thomas M. Suarez, S.E., P.E.
Vice President, Director of Structural Engineering



Thomas M. Suarez, S.E., P.E.
Vice President, Director of Structural Engineering

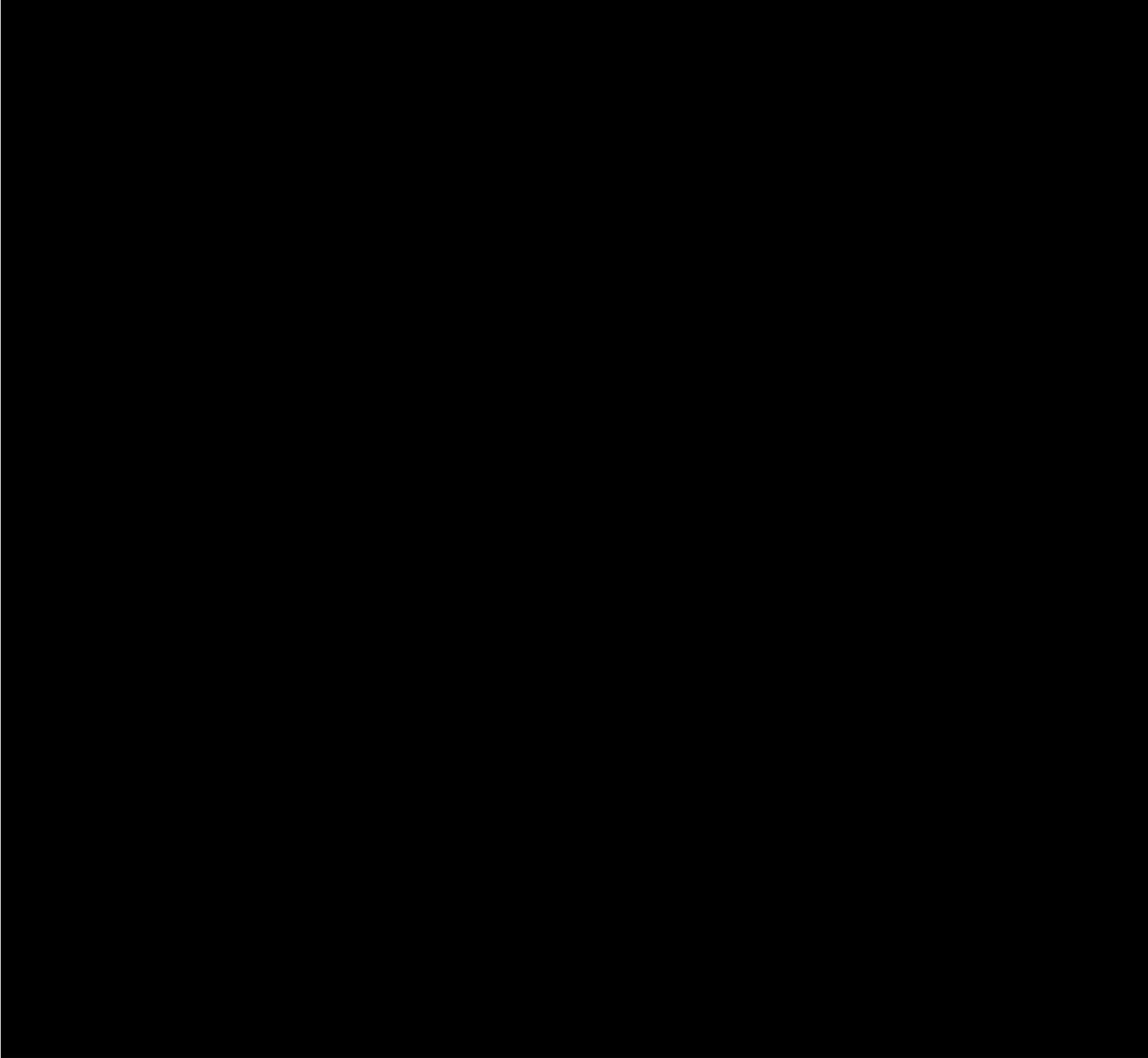


Lori Chandler, AIA
QA/QC





Lori Chandler, AIA
QA/QC





Yan Weng, P.E.
Chief Mechanical Engineer



Yan Weng, P.E.
Chief Mechanical Engineer



Jeffrey C. Kroenung, P.E.
Electrical Engineer



Jeffrey C. Kroenung, P.E.
Electrical Engineer



Aqua Vitae

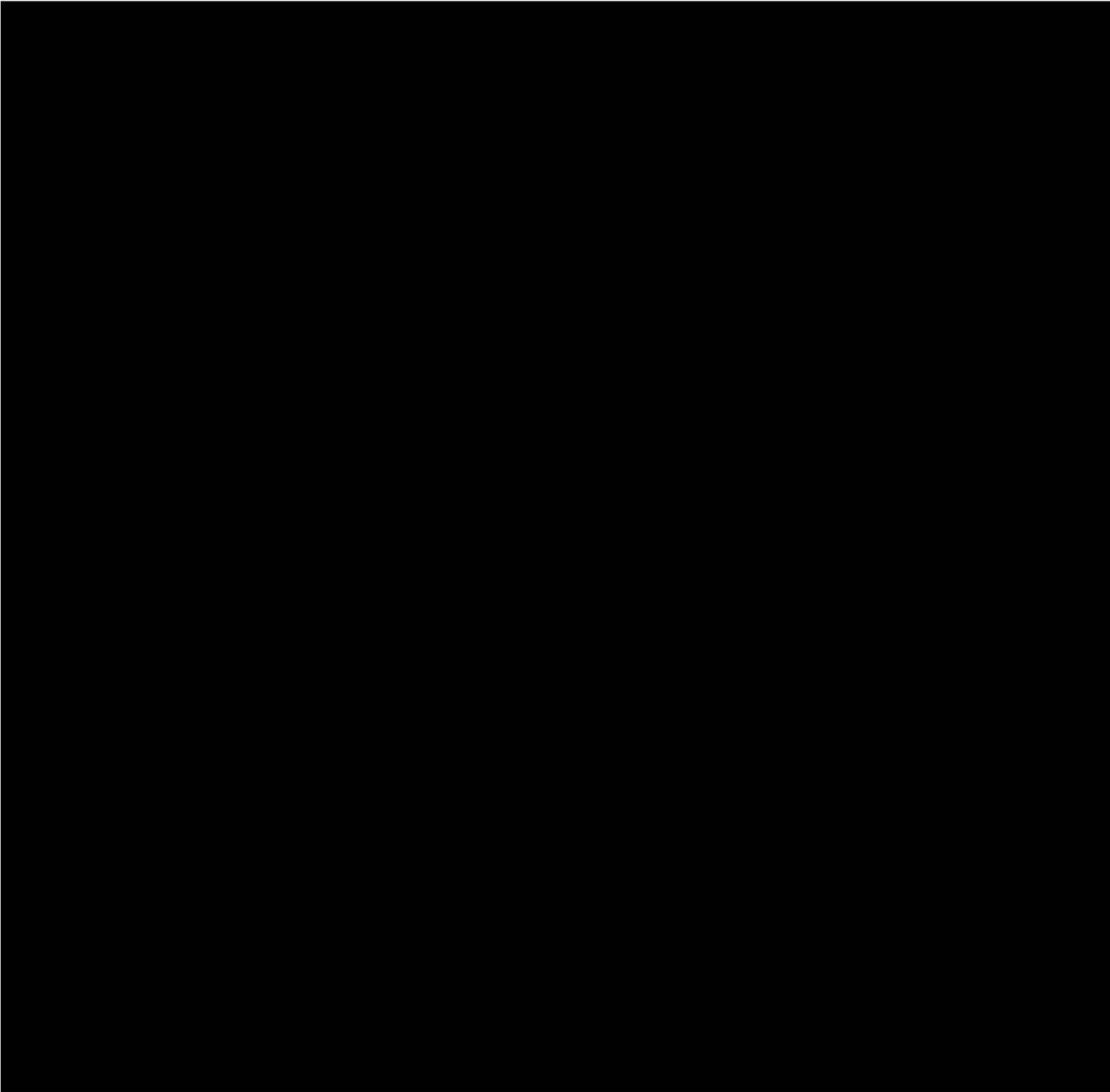
GARY D. PARADOSKI, P.E., CPESC

Aqua Vitae Engineering, LLC

3400 W Stonegate Blvd, 100-2311

Arlington Heights, IL 60005

Phone: 847-239-4512





GSG MATERIAL TESTING, INC.

CONSTRUCTION INSPECTION SERVICES

Mario Medina
Material Inspection Technician





P8B 19-3 SOITEAM Report for Grace

Filter By:
 Project Name equals P8B 19-3
 Process Counter equals 187, 118, 211, 92, 38, 86, 87, 22, 212

P8B #	Subject	Prime Firm or Team Name	Prime or Lead Teaming Partner FEIN (SS-#222222)	Prime or Lead Teaming Partner Project Manager	Prime or Lead Teaming Partner Project Engineer	Prime Firm or Team e-mail Address	SOITEAM Firm Name	Team Member Role	% of Work to be Completed by Consultant	Contact e-mail	Role of consultant	Male or Female	DBE/MBE Status	Ethnicity	DBE (Disadvantaged Business Enterprise) Program	Veteran Status	P40?	P40 Role	P40 Partner(s)	Multiple Owners
Process Counter: 38																				
19-3	Item 05_ATLAS_19-3_ATLAS ENGINEERING GROUP_12152019	ATLAS ENGINEERING GROUP	Natalia Homedi	Natalia Homedi, PE	Yun Kim, PE	nhomedi@aegroupitd.com	Atlas Engineering Group, Ltd	Prime (Solo)	56.00	nhomedi@aegroupitd.com	Lead Roadway/Structural & Survey design.	Female	DBE	Caucasian	IL UCP - Illinois Department of Transportation (IDOT)	N/A	Yes	Mentor	Aqua Vitae Engineering, LLC	No
19-3	Item 05_ATLAS_19-3_ATLAS ENGINEERING GROUP_12152019	ATLAS ENGINEERING GROUP	Natalia Homedi	Natalia Homedi, PE	Yun Kim, PE	nhomedi@aegroupitd.com	GIG Consultants	Subconsultant	4.00	asassila@gig-consultants.com	Geo Tech Services	Male	DBE	Hispanic	IL UCP - City of Chicago	N/A	No	N/A	N/A	No
19-3	Item 05_ATLAS_19-3_ATLAS ENGINEERING GROUP_12152019	ATLAS ENGINEERING GROUP	Natalia Homedi	Natalia Homedi, PE	Yun Kim, PE	nhomedi@aegroupitd.com	Clorba Group, Inc	Subconsultant	15.00	dolaughlin@clorba.com	Roadway and Structural Design	Male	N/A	Caucasian	N/A	N/A	No	N/A	N/A	Yes
19-3	Item 05_ATLAS_19-3_ATLAS ENGINEERING GROUP_12152019	ATLAS ENGINEERING GROUP	Natalia Homedi	Natalia Homedi, PE	Yun Kim, PE	nhomedi@aegroupitd.com	Aqua Vitae Engineering, LLC	Subconsultant	5.00	gparadoski@aqua-vitae.com	Drainage/ESC/Roadway	Male	N/A	Caucasian	N/A	VOGB	Yes	Protege	Atlas Engineering Group, Ltd	No
19-3	Item 05_ATLAS_19-3_ATLAS ENGINEERING GROUP_12152019	ATLAS ENGINEERING GROUP	Natalia Homedi	Natalia Homedi, PE	Yun Kim, PE	nhomedi@aegroupitd.com	A. Epstein and Sons International Inc.	Subconsultant	20.00	gostome@epsteinglobal.com	Architectural, Electrical Mechanical and QA/QC	N/A - ESOP	N/A	Multiple Ownership	N/A	N/A	No	N/A	N/A	Yes

Business & Contact Information

BUSINESS NAME	Aqua Vitae Engineering LLC	
OWNER	Mr Gary Paradoski	
ADDRESS	3400 W. Stonegate Blvd., #100-2311 100-211 ARLINGTON HEIGHTS, IL 60005-1068	Map This Address
PHONE	847-239-4512	
EMAIL	GPARADOSKI@AQUA-VITAEGROUP.COM	
WEBSITE	http://https://WWW.AQUA-VITAEGROUP.COM	
ETHNICITY	Caucasian	
GENDER	Male	
COUNTY	Cook (IL)	

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	VOSB - Veteran Owned Small Business
RENEWAL DATE	3/12/2021
EXPIRATION DATE	3/12/2025
CERTIFIED BUSINESS DESCRIPTION	Civil Engineering

Commodity Codes

Code	Description
NIGP 92517	Civil Engineering

Additional Information

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

of submittal of SOI. **Vendors will not be permitted to correct goal deficiencies after the SOI due date.** CMS or the State Agency, as its delegate, will consider the quality, quantity, and intensity of Vendor's efforts.

The Utilization Plan contains a checklist of actions that CMS or the State Agency, as its delegate, will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of CMS or the State Agency, as its delegate, may be relevant in appropriate cases.

- 6.1. In evaluating Vendor's good faith efforts, CMS or the State Agency, as its delegate, may consider whether the ability of other firms submitting SOI to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.
 - 6.2. If CMS or the State Agency, as its delegate, determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.
 - 6.3. If CMS or the State Agency, as its delegate, determines that good faith efforts have not been met, the SOI may be determined to be non-responsive by the Chief Procurement Office.
7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining certified VOSB/SDVOSB vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified VOSB/SDVOSB vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
- 7.1. The Utilization Plan may not be amended after contract execution without the Agency's prior written approval.
 - 7.2. **Vendor may not make changes to its contractual certified VOSB/SDVOSB vendor commitments or substitute certified VOSB/SDVOSB vendors without the prior written approval of the Agency.** Unauthorized changes or substitutions, including performing the work designated for a certified VOSB/SDVOSB vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the certified VOSB/SDVOSB vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, provided the certified VOSB/SDVOSB vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.
 - 7.3. Substitutions of a certified VOSB/SDVOSB vendor may be permitted under the following circumstances:
 - 7.3.1. Unavailability after receipt of reasonable notice to proceed;
 - 7.3.2. Failure of performance;
 - 7.3.3. Financial incapacity;
 - 7.3.4. Refusal by the certified VOSB/SDVOSB vendor to honor the proposal;
 - 7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - 7.3.6. Failure of the certified VOSB/SDVOSB vendor to meet insurance, or licensing requirements;

- 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

Atlas Engineering Group, Ltd. (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 RR-19-9219, Illinois Procurement Bulletin Reference Number 19-557THAENGCO-B-11591. 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: Natalia Homedi, PE

Title: President

Telephone: 847-753-8020

Email: nhomedi@aegroupltd.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
N/A				

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: Design Upon Request-Systemwide Non Roadway Project/Solicitation Number: Item 9: RR-19-9219

Name of Prime Vendor: Atlas Engineering Group, Ltd. VOSB Compliance Contact: Natalia Homedi, PE

Address: 3100 Dundee Road, Suite 502

City: Northbrook State: IL Zip Code: 60062

Telephone: 847-753-8020 Fax: 847-753-8023 Email: nhomedi@aegroupltd.com

Name of Certified VOSB Vendor: Aqua Vitae Engineering, LLC

Address: 3400 Stonegate Blvd #100-2311 VOSB Compliance Contact: Gary Paradoski

City: Arlington Heights State: IL Zip Code: 60005

Telephone: 847-239-4512 Fax: _____ Email: gparadoski@aqua-vitaegroup.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: 2020

Proposed 5.00 % of Contract to be performed by the VOSB Vendor.

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

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

Erosion Control, Drainage and Roadway services

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

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

Signature _____
Print Name: Natalia Homedi, PE
Title: President
Date: 12/10/2019

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

Signature _____
Print Name: Gary D. Paradoski
Title: President
Date: 12/10/2019

Business & Contact Information

BUSINESS NAME **Atlas Engineering Group, LTD, DBA N/A**

OWNER **Ms. Natalia N. Homedi, PE**

ADDRESS **3100 Dundee Road
Suite 502
Northbrook, IL 60062** [Map This Address](#)

PHONE **847-753-8020**

FAX **847-753-8023**

EMAIL nhomedi@aegroupltd.com

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **WBE - Women Business Enterprise**

CERTIFICATION DATE **1/17/2020**

RENEWAL DATE **10/1/2020**

EXPIRATION DATE **10/1/2020**

CERTIFIED BUSINESS DESCRIPTION **NAICS 237310 Construction management, highway, road, street and bridge
NAICS 541330 Construction engineering services
NAICS 541330 Engineering consulting services
NAICS 541370 Land surveying services**

Commodity Codes

Code	Description
NAICS 237310	Construction management, highway, road, street and bridge
NAICS 541330	Construction engineering services
NAICS 541330	Engineering consulting services
NAICS 541370	Land surveying services

Business & Contact Information

BUSINESS NAME	GSG Material Testing, Inc.	
OWNER	Mr. Santiago Garcia	
ADDRESS	2945 W. Harrison Street Chicago, IL 60612	Map This Address
PHONE	312-666-2989	
FAX	312-666-2952	
EMAIL	sgarcia@gsgtesting.com	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	11/15/2019
RENEWAL DATE	10/1/2020
EXPIRATION DATE	10/1/2024
CERTIFIED BUSINESS DESCRIPTION	NAICS 236220 Construction management, commercial and institutional building NAICS 237310 Construction management, highway, road, street and bridge NAICS 238910 Core drilling and test boring for construction NAICS 541330 Engineering services NAICS 541350 Building inspection services NAICS 541380 Acoustics testing laboratories or services NAICS 541620 Environmental consulting services

Commodity Codes

Code	Description
NAICS 236220	Construction management, commercial and institutional building
NAICS 237310	Concrete paving (i.e., highway, road, street, public sidewalk)
NAICS 238910	Core drilling and test boring for construction

NAICS 541330	Engineering services
NAICS 541350	Building inspection services
NAICS 541380	Acoustics testing laboratories or services
NAICS 541620	Environmental consulting services

Additional Information

**EXHIBIT E - VOSB
PARTNERING FOR GROWTH PROGRAM
FOR
VETERAN AND SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (VOSBs)
PSB: 19-3 ITEM: 9**

**MEMORANDUM OF UNDERSTANDING
BETWEEN:**

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
Atlas Engineering Group, Ltd	3100 Dundee Road, Suite 502 Northbrook, IL 60062		Aqua Vitae, LLC	3400 W Stonegate Blvd. #100-2311 Arlington Heights, 60005

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

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

I. PROGRAM PURPOSE

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

- E. Meeting Veteran and Service-Disabled Veteran Owned Small Business (VOSB) participation goals,
- F. Establishing new partnerships with VOSB firms that have no prior experience providing professional services to the Illinois Tollway,
- G. Continuing technical and nontechnical support for VOSB firms that have limited experience providing professional services to the Illinois Tollway, and
- H. 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) % 3%

Scope: Highways (Freeways)

- ---

 Work not applicable to prequalification category(ies) % %

Scope: Non Covered 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

% 2 %

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*).

A. Design Engineering Capacity Building

- Guidance and development in the preparation of complete roadway plan sets including supporting documents in accordance with applicable portions of the Tollway's Design Section Engineer's Manual. Protege will be responsible for Structural design support.
- Assistance in developing Phase II documentation for Highway (Freeways)
- General guidance and oversight
- Developing a Quality Assurance/Quality Control Plan (including the CAD Plan)
- Training in application of Tollway standards to CAD use in plan preparation

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

The participating in weekly meetings to discuss the status of the plan, monitoring the Protege's performance and providing feedback regarding progress toward the overall goals, and preparing monthly reports to the Tollway.

The Protege will be exposed to the areas of technical expertise for Structural designs by shadowing and working alongside the Mentor's structural engineers and design support staff. During this time the Protege will be exposed to:

1. Roadway design plan preparation
 2. Special Provisions, Pay Items and Cost Estimating
 3. Exposure to Work Examples from Prior Projects with Similar Scope
-

III. MENTOR EXPERIENCE WITH THE PROGRAM

D. Has the Prime consultant served as a Mentor on a Illinois Tollway project completed within the last five years? If yes, list Contract #(s): YES NO
 Contract #(s)

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

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

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

F. Has the Prime consultant mentored the Protégé on another Illinois Tollway project within the last five years? If yes, list Contract #(s): YES NO
 Contract #(s)

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

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

A. Has the VOSB firm ever been contracted by the Illinois 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>
Date		
Date	Contract	Description
Date	Contract	Description

B. Has the VOSB firm participated in a Mentor/Protégé Agreement on a Illinois Tollway project completed within the last five years? If yes, list the following for each project(s). YES NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
RR-19-9198	\$60,000	Atlas Engineering Group, Ltd.	Construction Inspection Documentation Engineer; Project Management, QA/QC
<u>Contract</u>	<u>Award \$</u>	<u>Mentored</u>	<u>Assistance</u>
<u>Contract</u>	<u>Award \$</u>	<u>Mentored</u>	<u>Assistance</u>

C. Is the VOSB firm currently participating in a Mentor/Protégé Agreement on a Illinois Tollway project? If yes, list the following for each project(s). YES NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
I-17-4300	\$770,000	Jacobs Engineering, Inc.	Highways: Roads and Streets: Internal Training, QA/QC
I-17-4302	\$212,000	V3 Companies, Ltd.	Drainage Design and Analysis
I-18-4357	\$200,000	Gonzalez Companies, LLC	Construction Inspection; Tollway Specs, project documentation

D. Has the VOSB firm participated in a Mentor/Protégé Agreement on an Illinois Department of Transportation project completed within the last five years? If yes, list the following for each project(s). YES NO

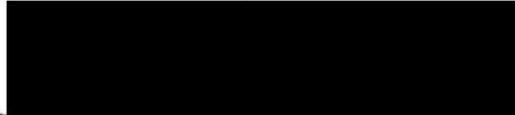
<u>PTB No/ Item</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
PTB	Award \$	Mentored	Assistance
PTB	Award \$	Mentored	Assistance
PTB	Award \$	Mentored	Assistance

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 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 (Protégé Representative)

12/12/19

(Date)

12/12/19

(Date)



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Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	65323419
Entity Name	ATLAS ENGINEERING GROUP, LTD.
Status	ACTIVE

Entity Information	
Entity Type	CORPORATION
Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	Thursday, 11 January 2007
State	ILLINOIS
Duration Date	PERPETUAL

Agent Information	
-------------------	--

Name	EYAD HOMEDI
Address	3100 DUNDEE RD 502 NORTHBROOK , IL 60062
Change Date	Friday, 20 December 2013

Annual Report	
Filing Date	Wednesday, 20 November 2019
For Year	2020

Officers	
President Name & Address	NATALIA HOMEDI 3100 DUNDEE #502 NORTHBROOK IL 60062
Secretary Name & Address	EYAD HOMEDI SAME

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:21 03/24/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/24/20 AT 10:21 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

09:21 03/24/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/24/20 AT 10:22 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

09:21 03/24/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/24/20 AT 10:23 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

09:21 03/24/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/24/20 AT 10:25 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

09:21 03/24/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/24/20 AT 10:26 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

From: Zia Khaliq
To: [Kelly, Sherita](#)
Cc: [Natalia Homedi](#); [Eyad Homedi](#); [Flores, Ed](#); [Stukel, Gregory](#); [Pascal Luciano](#)
Subject: Ref: RR-19-9219 Design Upon Request - Systemwide - Non Roadway/ DSE Agreement
Date: Tuesday, April 14, 2020 10:07:49 AM

Good morning Sherita,

On behalf of Natalia Homedi, I am forwarding the electronically signed DSE agreement. Natalia authorizes the attached documents for processing.

Thank you

Zia Khaliq - PMP | Construction Division Manager/ Traffic Data Collection Division Manager

DBE/WBE Certified

3100 Dundee Road, Suite 502, Northbrook, IL 60062

55 W. Wacker, 9th Floor, Chicago, IL 60601

O: 847-753-8020 | F: 847-753-8023 | Cell: 847-682-5049

zkhaliq@aegroupltd.com | www.aegroupltd.com | [LinkedIn](#)

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From: "Kelly, Sherita" <skelly@getipass.com>
Date: April 13, 2020 at 4:04:09 PM CDT
To: "Flores, Ed" <Eduardo.Flores@getipass.com>
Cc: "Stukel, Gregory" <gstukel@getipass.com>, Natalia Homedi <nhomedi@aegroupltd.com>
Subject: DSE Agreement Request RR-19-9219

[CAUTION: This email originated from outside of the organization. Do not click on links or open attachments unless you know that the content is safe.]

Hi Ed-

Hope all is well. I received new instructions regarding the agreement since we are not able to receive mail or go to the office at this point.

The new procedure is that the vendor can sign the agreement electronically and send in the email with a statement : **“I authorize the attached documents for processing.”**

Also, The contract information needs to be in the email's subject line. Example: If the contract is for project 1234 – Systemwide Repairs use this in the subject line.

Please ask the vendor to re-sign the agreement ELECTRONICALLY and get back to us, if you have questions, please let me know.

Thanks,

Sherita Kelly
Contract Analyst
Illinois State Toll Highway Authority
P 630-241-6800 Ext. 4645
skelly@getipass.com

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DESIGN UPON REQUEST
DESIGN SECTION ENGINEER 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 **ATLAS ENGINEERING GROUP, LTD.**, a **corporation** authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **March 9, 2020**, to provide design section engineering services for Contract No. **RR-19-9219** for **Design Upon Request - Systemwide Non - Roadway, On-call and As-Needed**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **19-3, Item 9**, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **RR-19-9219** for **Design 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 DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER shall be performed according to professional standards and in accordance with the Design Section Engineer's Manual for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

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

ARTICLE II

Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or March 27, 2020** and ending **December 31, 2028**, in accordance with the schedule included in the attached proposal.

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

ARTICLE III

Compensation

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

ARTICLE IV

Scope of the Service – "Upon Request" Contracts

The DESIGN SECTION ENGINEER understands that this is an "assignment(s) upon request" contract wherein the DESIGN SECTION ENGINEER will be assigned

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

ARTICLE V

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

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

Confidentiality

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

of the AGREEMENT, or earlier at the request of the TOLLWAY, or notify the TOLLWAY in writing of its destruction with prior TOLLWAY approval only.

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

ARTICLE VI

Responsibility for Injuries and Damages

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

ARTICLE VII

Insurance

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

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

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

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

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

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

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

ARTICLE VIII

Ownership of Documents

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

ARTICLE IX

Financial Statement

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

ARTICLE X

Successors and Assigns

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

ARTICLE XI

Subcontractors

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

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

ARTICLE XII

Suspension

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

ARTICLE XIII

Termination

A. Termination Without Cause

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

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

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

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

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

B. Termination for Cause

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

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

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

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

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

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Record Retention and Audit

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

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

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

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

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

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

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

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

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **Atlas Engineering Group, Ltd., 3100 Dundee Road, Suite 502, Northbrook, Illinois 60062**, or to the Chief Engineering Officer at 2700 Ogden Avenue,

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

ARTICLE XVII

Quality Assurance and Quality Control (QA/QC) Plan

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

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

ARTICLE XVIII

Miscellaneous

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

ARTICLE XIX

Inspector General

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

ARTICLE XX

Engineer Selection Process

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

ARTICLE XXI

Report of a Change in Circumstances

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

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

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

ARTICLE XXII

EXPATRIATED ENTITIES

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT **RR-19-9219** the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

ATLAS ENGINEERING GROUP, LTD.

 04/29/2020
Chairman/CEO-Signature Date
Willard S. Evans, Jr.

 04/13/2020
Date

Natalia Homedi, PE
Printed Name as Signed Above

APPROVED:
 04/29/2020
Signature Date
Jose Alvarez

APPROVED:
 04/26/2020
Chief Financial Officer - Signature Date
Cathy R. Williams

APPROVED:
 04/23/2020
General Counsel – Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

 04/23/2020
Attorney General, State of Illinois - Signature Date

DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER RR-19-9219

This proposal, dated March 9, 2020, is submitted by Atlas Engineering Group, Ltd. of Northbrook, IL for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract RR-19-9219 for which we propose to provide Design Section Engineering Services is Design Upon Request – Systemwide – Non Roadway, in Systemwide County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 19-3, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, in effect at the date the contract is awarded, and as revised thereafter, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

RESPONSIBILITY

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

FEE PROPOSAL

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

ACTUAL PAYROLL COSTS TIMES A MULTIPLIER, PLUS REIMBURSEMENT

OF DIRECT EXPENSES, WITH AN UPPER LIMIT OF COMPENSATION.

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

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

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

The direct labor rate allowable for any individual at the outset of the project for invoicing purposes will be the rate listed on a Consultant Rate Form (CRF) to be submitted by the DESIGN SECTION ENGINEER 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 DESIGN SECTION ENGINEER is responsible for managing the Direct Costs expended so the total Reimbursable Direct Cost amount is not exceeded. All Direct Costs presented for reimbursement must be included on the Allowable Direct Costs list made available in the Professional Service Bulletin (attached to Exhibit D). Direct Costs not identified on the Allowable Direct Costs list must be approved in writing by the Chief Engineering Officer of the TOLLWAY prior to reimbursement. Premium portions of overtime and Reimbursable Direct Costs will be reimbursed upon presentation of

appropriate documentation.

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

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

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

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

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

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

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

REVISIONS TO THE SCOPE OF WORK - If at any time during the execution of the work the DESIGN SECTION ENGINEER feels that he/she is being directed to perform

services not included in the Scope Of Work, he/she will give immediate written notice to the Chief Engineering Officer of the TOLLWAY requesting a change in the Scope Of Work. This notification shall include the following:

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

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

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

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

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

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

to the TOLLWAY.

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

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

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

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

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

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT RR-19-9219

SUBMITTED BY:

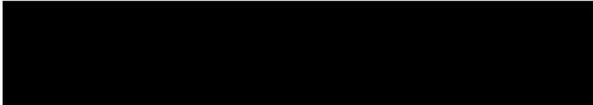
FIRM NAME: Atlas Engineering Group, Ltd.

ADDRESS: 3100 Dundee Road, Suite 502

CITY, STATE &:
ZIP CODE: Northbrook, IL 60062

TELEPHONE: 847-753-8020

FACSIMILE: 847-753-8023

SIGNED BY: 

PRINTED NAME: Eyad Homedi

TITLE: COO

From: Curcuro, Eleanor
To: [Kelly, Sherita](#)
Subject: Fw: RR-19-9219 Atlas Engineering Group, Ltd.-Prime Disclosure Review-Bidbuy Ref #B-11591 Item 9
Date: Wednesday, March 18, 2020 5:54:44 PM

Hi Sherita,

Atlas Engineering Group, Ltd. disclosures for RR-19-9219 are reviewed and approved.

Thanks,
Eleanor

From: Kelly, Sherita <skelly@getipass.com>
Sent: Wednesday, March 18, 2020 3:37 PM
To: Curcuro, Eleanor <Eleanor.Curcuro@illinois.gov>
Subject: [External] RR-19-9219 Atlas Engineering Group, Ltd.-Prime Disclosure Review-Bidbuy Ref #B-11591 Item 9

Hi Eleanor,

Attached are financial disclosures for the following Prime consultant for Tollway Contract RR-19-9219 for your review and approval. These are Prime disclosures for the next Tollway Board.

- Atlas Engineering Group, Ltd.

Please let me know if you require any additional information.

Thanks,

Sherita Kelly
Contract Analyst
Illinois State Toll Highway Authority
P 630-241-6800 Ext. 4645
skelly@getipass.com

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



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: PSB 19-3/Item 9: RR-19-9219, Item 10: RR-19-9218,
Item 13: I-19-4498

CONTRACTOR/CONSULTANT NAME: Atlas Engineering Group, Ltd.

1. PAYMENT TERMS AND CONDITIONS:

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



ILLINOIS TOLLWAY

STANDARD BUSINESS TERMS AND CONDITIONS

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.



ILLINOIS TOLLWAY

STANDARD BUSINESS TERMS AND CONDITIONS

8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.



ILLINOIS TOLLWAY

STANDARD BUSINESS TERMS AND CONDITIONS

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



ILLINOIS TOLLWAY

STANDARD BUSINESS TERMS AND CONDITIONS

copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

- 22.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

23. REPORTING, STATUS AND MONITORING SPECIFICATIONS:

- 23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

- 23.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

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

25. SUPPLEMENTAL PROVISIONS

25.1 TOLLWAY SUPPLEMENTAL PROVISIONS

25.1.1 Agents and Employees:

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

25.1.2 Publicity:

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

25.1.3 Third Party Beneficiaries:

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

25.1.4 Successors In Interest:

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



ILLINOIS TOLLWAY

STANDARD BUSINESS TERMS AND CONDITIONS

25.1.5 Venue:

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

25.3 PAYMENT DATA REPORTING REQUIREMENT

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

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

25.4 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

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

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

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

Agreed:	Agreed:
By: Natalia Homedi, PE	By: Eyad Homedi, PE
Signed: _____	Signed: _____
Position: President	Position: Vice President
Date: 12/16/19	Date: 12/16/19



Date: 12/16/19 **Project Number:** PSB 19-3/Item 9: RR-19-9219

Project Name: Design Upon Request – Systemwide Non Roadway.

**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: Atlas Engineering Group, Ltd.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: nhomedi@aegroupltd.com

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

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

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
Aqua Vitae Engineering, LLC	[REDACTED]	3400 Stonegate Blvd #100-2311 Arlington Heights, IL 60005	Drainage/ESC/Roadway	5%
GSG Material Testing Inc	[REDACTED]	2945 W. Harrison St. Chicago, IL 60612	Geotechnical	4%
Ciorba Group Inc.	[REDACTED]	8725 W. Higgins Road, Suite 600 Chicago, IL 606031	Roadway/Structural Design	15%
A.Epstein and Sons International, Inc.	[REDACTED]	600 W Fulton St., Chicago, IL 60661	Architectural/Electrical/Mechanical and QC/QA	20%

Signature: [REDACTED]

Date: 12/16/19

Printed
Name:



Eyad Homedi, P.E.

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 18546

Atlas Engineering Group, Ltd.

3100 Dundee Road
Suite # 502
Northbrook IL 60062

Information for this business last updated on:

Thursday, March 7, 2019

Certificate produced on Thursday, March 7, 2019 at 9:30 AM



**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name: [Click here to enter text.](#)

Business Name: Atlas Engineering Group, Ltd.

Taxpayer Identification Number:

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

or

Employer Identification Number: 

Legal Status (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company
(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 6, 2020

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

BidBuy Reference #: B-11591 Item 9

Procurement/Contract #: PSB 193 Item 9

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor Registration Number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has an active State of Illinois Vendor Registration Number.

To ensure that you have an active registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have an active IPG registration.

State of Illinois Vendor Registration Number: 20091543

IPG Expiration Date: 9/3/2020

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).

Yes No

3. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. Yes No

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

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

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

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

4. Disclosure of Current and Pending Contracts

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

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

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

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

5. Signature

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Atlas Engineering Group, Ltd.

Phone: 847-753-8020

Street Address: 3100 Dundee Road, Suite 502

Email: nhomedi@aegroupltd.com

City, State, Zip: Northbrook, IL 60062

Vendor Contact: Natalia Homedi, PE

Signature: _____

Date: March 6, 2020

Printed Name: Eyad Homedi, PE

Title: Vice President

FORM B: ATTACHMENT FOR ATLAS ENGINEERING GROUP, LTD

4. Disclosure of Current and Pending Contracts

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

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

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Tollway	Design Upon Request-Systemwide Non Roadway	In progress	\$5,000,000	RR-19-9219
IDOT	Various Traffic Signal Projects-SCAT	Subcontract In Progress	\$100,000	P-91-216-15/PTB 175, Item 03
IDOT	Project Support and Management	Subcontract in Progress	\$106,000	D-91-456-14/PTB 173, Item 20
IDOT	Field Collection of Traffic Data	In Progress	\$1,430,000	PTB 193 Item 45
IDOT	Phase I Traffic Count Data and Crash Report	In progress	\$1,000,000	PTB 188, Item 007
IDOT	Wolf Road, Phase II	In progress	\$54,000	PTB 188 Item 005
IDOT	IL 56, Phase III	In progress	\$75,000	PTB 188, Item 10
CDOT	Survey Support & Construction Management	Subcontract In Progress	\$82,000	Contract No 28476
Illinois Tollway	Tri-State Tollway, Design Upon Request	In Progress 80% Completed	\$600,156	I-17-4307
Illinois Tollway	Tr-State Tollway, Advanced MOT Rehabilitation, East West Connector (M.P. 29.1) to Balmoral Avenue (M.P. 40.0)	In Progress 95% complete	\$99,113	I-17-4310
Illinois Tollway	Elgin O'Hare Western Access, Construction Management Upon Request	70% Completed	\$159,379	I-17-4682

Illinois Tollway	I-294 Bridge Reconstruction BNSF	In Progress	\$477,000	I-18-4412
Illinois Tollway	I-294 Temporary ITS Relocation	In Progress	\$461,000	I-18-4413

Vendor Registration: View

Help & Tools 

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

Atlas Engineering Group, LTD, DBA N/A

System Vendor Number: 20091543

 1 flag has been added to this record. See below for details.

Show only flagged items.

[View All Forms in PDF](#) [Download Documents](#)

Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	8/27/2019
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0333618
REVIEWER	Chris Haberman
DATE REVIEWED	9/4/2019
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	9/3/2020
FLAG FORM	Add Flag

Settings

SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED	Yes
REGISTERING AS A	Prime & Subcontractor

Entity Information

BUSINESS NAME	Atlas Engineering Group, LTD DBA N/A
CONTACT FOR THIS SUBMISSION	Natalia Homedi (change contact)
PRIMARY CONTACT EMAIL	nhomedi@aegroupltd.com
PHONE	847-753-8020
FAX	847-753-8023
COMPANY EMAIL	nhomedi@aegroupltd.com
TAX ID NUMBER	XXXXXXXXXX
COMPANY TYPE	Corporation
ADDRESS	3100 Dundee Road

Suite 502
Northbrook, IL 60062

[\[edit address\]](#)

View Vendor Profile

Current Vendor Certifications

Type	Effective	Renewal	Organization
WBE	12/26/2019	12/26/2020	State of Illinois Central Management Services

Forms

View	Form Name	Flagged
View	A - B. Business Information & Additional Information	
View	C. Small Business Set-Aside Program	
View	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois	
View	F - G. Certifications & Board of Elections	
View	H. Iran Disclosure	
View	I. Financial Disclosure & Conflicts of Interest	 1 flag

NIGP Codes

NIGP 90779	Surveying Services (Not Aerial or Research)
NIGP 912	CONSTRUCTION SERVICES, GENERAL (INCL, MAINTENANCE AND REPAIR SERVICES)
NIGP 913	CONSTRUCTION SERVICES, HEAVY (INCL, MAINTENANCE AND REPAIR SERVICES)
NIGP 918	Consulting Services
NIGP 925	Engineering Services, Professional
NIGP 926	Environmental and Ecological Services
NIGP 958	Management Services
NIGP 968	Public Works and Related Services
NIGP 96869	Sewer Maintenance And Repair
NIGP 96885	Traffic Counting Services
NIGP 96889	Traffic Studies and Analysis Services
NIGP 96898	Site Improvement

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Document	Status
Atlas Engineering Group Ltd-9.4.19-IPG Application Review Sheet.pdf	PDF, 172.03 KB Delete Edit Info
Filename: Atlas_Engineering_Group_Ltd-9.4.19-IPG_Application_Review_Sheet_20190904111017_7373.pdf	Attached by Chris Haberman on 9/4/2019
Refresh List after attaching file(s).	

Signature

SIGNATURE	Natalia Homedi
TITLE	President
ORGANIZATION	Atlas Engineering Group, LTD
SIGNATURE DATE	8/27/2019

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Vendor Registration: View Form

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

Atlas Engineering Group, LTD, DBA N/A

System Vendor Number: 20091543

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Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	8/27/2019
STATUS	Accepted
BUSINESS NAME	Atlas Engineering Group, LTD DBA N/A
POINT OF CONTACT	Natalia Homedi
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime Contractor and Subcontractor	
2. NAME OF CEO/BUSINESS OWNER	Natalia N. Homedi	
3. ANNUAL SALES/GROSS RECEIPTS	5,246,768	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	01/11/2007	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Natalia N. Homedi	
CONTACT PERSON TITLE	President	
CONTACT PERSON PHONE	630-399-1052	
CONTACT PERSON EMAIL	nhomedi@aegroupltd.com	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	<p>Business Enterprise Program (BEP) / Veterans Business Program (VBP)</p> <p>Small Business Administration (SBA)</p> <p>Small Business Set-Aside Program (SBSP)</p>	
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State Agency

Other

Illinois Tollway

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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Atlas Engineering Group, LTD, DBA N/A

System Vendor Number: 20091543

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Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	8/27/2019
STATUS	Accepted
BUSINESS NAME	Atlas Engineering Group, LTD DBA N/A
POINT OF CONTACT	Natalia Homedi
FLAG FORM	Add Flag

C. Small Business Set-Aside Program

1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM? **Yes**

Document	Status
SBSP Re-Qualification Statement   AEG SBSP Re-Qual Statement 2016-12-02.pdf (PDF)	Attached by Natalia Homedi on 8/20/2019
  SBSP Re-Qualification Statement 2017-10-30.pdf (PDF)	
  AEG SBSA Cert. (PDF)	
  Atlas SBSP Re-Qual Statement 2019-08-20.pdf (PDF, 323.55 KB)	

Additional Information

STAFF ATTACHED FILE(S)

Attach File

[Refresh List](#) after attaching file(s).

Vendor Registration: View Form

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

Atlas Engineering Group, LTD, DBA N/A

System Vendor Number: 20091543

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Vendor Registration

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	8/27/2019
STATUS	Accepted
BUSINESS NAME	Atlas Engineering Group, LTD DBA N/A
POINT OF CONTACT	Natalia Homedi
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	41	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 131166-00. Expiration Date: 03/29/2024	

E. Authorized to do Business in Illinois

1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	Yes, registered and in good standing with the Illinois Secretary of State	
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Additional Information

STAFF ATTACHED FILE(S)

Attach File

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Vendor Registration: View Form

Help & Tools 

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations	Reports
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Atlas Engineering Group, LTD, DBA N/A

System Vendor Number: 20091543

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Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	8/27/2019
STATUS	Accepted
BUSINESS NAME	Atlas Engineering Group, LTD DBA N/A
POINT OF CONTACT	Natalia Homedi
FLAG FORM	Add Flag

F. Certifications

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

Yes

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

N/A

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL

PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

29. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE. (30 ILCS 105/15A; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133

N/A

G. Board of Elections (BOE)

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

Y/N

Yes, I certify my business is registered with BOE.

18546

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching file(s).

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Vendor Registration: View Form

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Atlas Engineering Group, LTD, DBA N/A

System Vendor Number: 20091543

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Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	8/27/2019
STATUS	Accepted
BUSINESS NAME	Atlas Engineering Group, LTD DBA N/A
POINT OF CONTACT	Natalia Homedi
FLAG FORM	Add Flag

H. Iran Disclosure

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

No business operations to disclose.

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)
[Refresh List](#) after attaching file(s).

[Customer Support](#)

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Vendor Registration: View Form



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Atlas Engineering Group, LTD, DBA N/A System Vendor Number: 20091543

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 Show only flagged items.
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Vendor Registration	
FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	8/27/2019
STATUS	Accepted
BUSINESS NAME	Atlas Engineering Group, LTD DBA N/A
POINT OF CONTACT	Natalia Homedi
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE.

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS?

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST

Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME? 1

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. IPG Percentage of Ownership (DOCX) Percentage of Ownership (PDF) ATLAS Percentage of Ownership.pdf (PDF, 111.61 KB)	Attached by Natalia Homedi on 8/20/2019

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.

Not applicable - For-Profit Entity

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

No

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

Not applicable - I answered No in Questions 5-8

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

Not applicable - I answered No in Questions 5-8

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?

No

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

No

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

No

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

No

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

Vendor Name: Atlas Engineering Group, Ltd

DBA: [Click here to enter text.](#)

INSTRUCTIONS:

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Natalia Homedi, PE	[REDACTED]	60	Click here to enter text.	Click here to enter text.	Click here to enter text.
Eyad Homedi, PE		40	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.					
Click here to enter text.					
Click here to enter text.					



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/19/2020

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 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 Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 E-MAIL ADDRESS: aeclientrequest@marsh.com	FAX (A/C, No): 888-621-3173													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Sentinel Insurance Company Ltd</td> <td>11000</td> </tr> <tr> <td>INSURER B: Hartford Insurance Company of Illinois</td> <td>38287</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Company Ltd	11000	INSURER B: Hartford Insurance Company of Illinois	38287	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Atlas Engineering Group, LTD 3100 Dundee Road, Suite 502 Northbrook, IL 60062															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		84SBAPE0091 Prof. Liab. Excl.	04/01/2020	04/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		84UECZV7599	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			84SBAPE0091	04/01/2020	04/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	84WECBK6810	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Re: RR-19-9219, Design Upon Request - Systemwide Non Roadway
Illinois State Toll Highway Authority is named as additional insured on the above referenced policies when required by written contract. Primary and noncontributory applies to GL and Auto.

CERTIFICATE HOLDER

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

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



ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

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

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

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

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

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

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

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

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

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

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

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

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

Other Insurance

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

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

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

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

c. Method Of Sharing

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

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

Waiver of Subrogation

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

ADDITIONAL COVERAGES WHEN REQUIRED BY WRITTEN CONTRACT

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

COMMERCIAL AUTOMOBILE COVERAGE FORM HA 99 16 03 12

Additional Insured if Required by Contract

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

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

Primary and Non-Contributory

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

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

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

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

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

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

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

Waiver of Subrogation

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

Contract Information Sheet

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

Consultant Name: Atlas Engineering Group, Ltd.

Contract Number: RR-19-9219

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-19-9219

Consultant: Atlas Engineering Group, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												Grand Total Exhibit A Hours	20505
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS	
Project Management					4	10	10	10	10	10	10	10	74	
Design Upon Request					120	640	640	640	640	640	640	640	4600	
QA/QC					4	8	8	8	8	8	8	8	60	
Administration					2	4	4	4	4	4	4	4	30	
TOTALS					130	662	662	662	662	662	662	662	4764	

Contract Number: RR-19-9219

Consultant: Atlas Engineering Group, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Management	10	10	10	10	10	10	10	10	10	10	10	10	120
Design Upon Request	640	640	640	640	640	640	640	640	640	640	640	640	7680
QA/QC	8	8	8	8	8	8	8	8	8	8	8	8	96
Administration	4	4	4	4	4	4	4	4	4	4	4	4	48
TOTALS	662	662	662	662	662	662	662	662	662	662	662	662	7944

Contract Number: RR-19-9219

Consultant: Atlas Engineering Group, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Project Management	8	8	8	8	8	8	8	8	8	8	8	8	8	96
Design Upon Request	540	540	540	540	540	540	540	540	540	540	540	540	540	6480
QA/QC	8	8	8	8	8	8	8	8	8	8	8	8	8	96
Administration	4	4	4	4	4	4	4	4	4	4	4	4	4	48
TOTALS	560	560	560	560	560	560	560	560	560	560	560	560	560	6720

Contract Number: RR-19-9219

Consultant: Atlas Engineering Group, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2023												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Project Management	6	6	4	4	4	4	4	4	4	4	4	4	4	52
Design Upon Request	160	160	160	120	100	45	40	40	40	40	40	40	40	985
QA/QC	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Administration	2	2	2	2	2	2	2	2						16
TOTALS	170	170	168	128	108	53	48	48	46	46	46	46	46	1077

ALLOWABLE DIRECT COSTS

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates_
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: RR-19-9219

Consultant: Atlas Engineering Group, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Natalia Homedi, PE

Project Manager: Pascal Luciano, PE, SE

Project Engineer: Jordan Taylor, PE

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-19-9219

Atlas Engineering Group, Ltd.

SCOPE OF SERVICES

Phase II engineering services are required for work tasks that may include preparation of contract plans and engineering studies and other technical services as directed by the Illinois Tollway. Typical tasks will include projects that are required for the Tollway system, and may include, but not be limited to:

1. JOC design support
2. Miscellaneous facilities repair, systemwide
3. Pavement Marking, systemwide
4. Sign fabrication and installation, systemwide
5. On call and as- needed work related on the Tollway system.

EXHIBIT G

Contract No. RR-19-9219

Atlas Engineering Group, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

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

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

<p>1 <u>GSG Material Testing</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 172,200.00</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ 27,800.00</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">_____</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">_____</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ 200,000.00</td></tr> </table>	Direct Labor	\$ 172,200.00	Direct Costs	\$ 27,800.00	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 200,000.00	<p>7 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">_____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ -</td></tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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** Additional services funds require prior authorization before use

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

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 4.00%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 4.00%

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>A. Epstein & Sons International, Inc.</u></p> <p>Direct Labor <u>\$ 997,290.00</u></p> <p>Direct Costs <u>\$ 2,710.00</u></p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ 1,000,000.00</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>2 <u>Ciroba Group, Inc.</u></p> <p>Direct Labor <u>\$ 749,632.52</u></p> <p>Direct Costs <u>\$ 367.48</u></p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ 750,000.00</u></p>	<p>7 _____</p> <p>Direct Labor <u>\$ -</u></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>Aqua Vitae Engineering LLC</u></p> <p>Direct Labor <u>\$ 249,529.28</u></p> <p>Direct Costs <u>\$ 470.72</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 250,000.00</u></p>	<p>8 _____</p> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
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** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 2,000,000.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 2,000,000.00

Contract Information Sheet

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

Consultant Name: A. Epstein and Sons International, Inc.

Contract Number: RR-19-9219

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-19-9219

Consultant: A. Epstein and Sons International, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	7915
													TOTAL	HOURS
MONTHS of YEAR 2020														
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Design Upon Request					180	180	180	180	180	180	180	180	180	1440
TOTALS					180	180	180	180	180	180	180	180	180	1440

ALLOWABLE DIRECT COSTS

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
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Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
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Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates_
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: RR-19-9219

Consultant: A. Epstein and Sons International, 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: Jeffrey C. Kroenung, PE

Classification: Project Engineer/Architect

Name: Yan Weng, PE

Classification: Senior Project Manager

Name: Eric Buck, AIA

Classification: Architect

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-19-9219

A. Epstein and Sons International, Inc.

SCOPE OF SERVICES

Phase II engineering services are required for work tasks that may include preparation of contract plans and engineering studies and other technical services as directed by the Illinois Tollway. Typical tasks will include projects that are required for the Tollway system, and may include, but not be limited to:

1. JOC design support
2. Miscellaneous facilities repair, systemwide
3. Pavement Marking, systemwide
4. Sign fabrication and installation, systemwide
5. On call and as- needed work related on the Tollway system.

EXHIBIT G

Contract No. RR-19-9219

A. Epstein and Sons International, 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-12-4079	Maintenance Facilities PSB 12-05	\$7,288,013.00	\$60,000.00	12/31/2020
RR-14-4202	Sub to Ardmore Roderick: Maintenance Facility CM Services, M-7	\$299,960.00	\$0.00	12/31/2020
RR-16-4252	Sub to ESI: Maintenance Facility CM Services, M-6	\$231,153.00	\$0.00	12/31/2020
RR-16-4267	Sub to EDI: Maintenance Facilities, PSB 16-3	\$2,025,092.00	\$47,000.00	12/31/2020
RR-17-9202	Sub to ESG: JOC Program Management Support, PSB 17-2	\$80,000.00	\$65,858.00	12/31/2021
I-17-4304	Design Upon Request PSB 17-3	\$5,000,000.00	\$429,000.00	12/31/2021
I-17-4299	Sub to Quigg: Tri-State EW Connector to Roosevelt Road PSB 17-3	\$135,181.00	\$26,000.00	12/31/2021
RR-18-4377	Sub to Ardmore Roderick: PSB 18-2	\$130,000.00	\$9,000.00	12/31/2021
RR-18-9008	Sub to Singh: PSB 18-2 – Systemwide Design Upon Request	\$200,000.00	\$195,000.00	12/31/2021
I-18-4698	Sub to ESI: PSB 18-3 – DUR/CUR	\$210,000.00	\$210,000.00	12/31/2021

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1

<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)		\$ -

2

<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)		\$ -

3

<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)		\$ -

4

<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)		\$ -

5

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

11

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

6

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

12

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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: Aqua Vitae Engineering, LLC

Contract Number: RR-19-9219

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-19-9219

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Concept	49	49	49	49	49								245
Prelim						49	49	49	49	49	49	49	343
Prefinal													
Final													
TOTALS	49	49	49	49	49	49	49	49	49	49	49	49	588

Contract Number: RR-19-9219

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2023												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Concept													
Prelim													
Prefinal	48	48	48	48	48	48	48						336
Final								48	48	48	48	48	240
TOTALS	48	48	48	48	48	48	48	48	48	48	48	48	576

ALLOWABLE DIRECT COSTS

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates_
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: RR-19-9219

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Gary D. Paradoski

Classification: President

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-19-9219

Aqua Vitae Engineering, LLC

SCOPE OF SERVICES

Phase II engineering services are required for work tasks that may include preparation of contract plans and engineering studies and other technical services as directed by the Illinois Tollway. Typical tasks will include projects that are required for the Tollway system, and may include, but not be limited to:

1. JOC design support
2. Miscellaneous facilities repair, systemwide
3. Pavement Marking, systemwide
4. Sign fabrication and installation, systemwide
5. On call and as- needed work related on the Tollway system.

EXHIBIT G

Contract No. RR-19-9219

Aqua Vitae Engineering, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-19-9219	Design Upon Request -Systemwide non-roadway. On call, and as-needed Phase II Engineering Svcs	\$250,000.00	\$250,000.00	12/31/2023
I-19-4469	Tollway (I-90), MP 46.4	\$100,000.00	\$100,000.00	10/31/2021
I-18-4424	Tollway (I-90), MP 46.4	\$100,000.00	\$100,000.00	12/31/2023
I-18-4414	I-294 Construction Management Services Upon Request. On-call, and as-needed Construction Management Services.	\$150,000.00	\$150,000.00	12/31/2021
I-18-4274	Reagon Memorial Tollway, Illinois Route 47 Interchange, MP 109.3, Construction Management Services.	\$31,713.00	\$1,692.54	11/31/2019
RR-18-9008	Systemwide, Design Upon Request, Non-Roadway	\$40,000.00	\$15,464.40	12/31/2020
I-18-4380	Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road) Construction Management Services	\$264,415.00	\$264,415.00	8/31/2021
I-18-4354	Systemwide Design and Construction Management Services for Landscape Services Upon Request. On call and as-needed Phase II Engineering Services and Construction Management Services.	\$160,000.00	\$137,653.75	12/31/2024
I-18-4356	Tri-State Tollway (I-294), Roadway and Bridge Rehabilitation and Widening, Wolf Road (MP 36.2 and the Balmoral Avenue (MP 40.0). Construction Management Services.	\$360,000.00	\$296,400.68	12/31/2020
I-18-4357	Tri-State Tollway, Construction Management Upon Request. On call and as-needed Construction Management Services.	\$200,000.00	\$25,961.08	4/31/2019
I-17-4300	Tri-State Tollway, Roadway Reconstruction, Roosevelt Road (MP 30.5) to St. Charles Road (MP 32.3)	\$770,000.00	\$429,060.01	12/31/2022
I-17-4306	Tri-State Tollway Bridge Rehabilitation, Repairs & Demolition, Various Locations	\$85,000.00	\$23,405.20	10/31/2022

I-17-4302	Tri-State Tollway Roadway Reconstruction and Bridge Rehabilitation, Wolf Rd (MP 36.2) to O'Hare Oasis (MP 37.8)	\$212,000.00	\$41,324.85	12/31/2022
MO-17-1238	Systemwide Pavement Roadway Management Services	\$483,000.00	\$228,837.51	12/31/2022
I-17-4677	Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard: Erosion & Sediment Control and Landscaping design.	\$160,000.00	\$66,608.88	4/30/2020
I-16-4257	Environmental Studies Upon Request: Environmental Inspector for erosion and sediment control, NPDES, IEPA, USACE, IDNR, and local storm sewer permits who has the experience to evaluate and recommend corrective actions in the field.	\$170,000.00	\$170,000.00	7/31/2021
C-91-010-16	US 45 (Milburn Bypass) North of Milburn Road to North of Grass Lake Road, Phase III: Erosion & Sediment Control and USACE 404 field inspections and reporting. Various Maintenance Construction Engineering/Erosion and Sediment Control/Landscape Architecture Projects	\$49,730.73	\$841.77	4/31/2020
M-91-003-20	Private Various private development and storm water management projects	TBD Time & Materials	TBD Approx. \$60,000	12/31/2024 12/31/2020
Decatur Schoc	SWPPP Inspections	\$51,730.00	\$51,730.00	12/31/2021
14-004	Bathymetric Survey	\$13,600.00	\$13,600.00	7/31/2020

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

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

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

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

2 <u>Ciroba Group, Inc.</u>	
Direct Labor	_____
Direct Costs	_____
Services by Others	_____
Additional Services **	_____
Total this Subconsultant (ULC)	\$ _____ -

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

Contract Information Sheet

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

Consultant Name: Ciorba Group, Inc.

Contract Number: RR-19-9219

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-19-9219

Consultant: Ciorba Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	5330
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
					120	120	140	140	130	120	120	120	1010	
TOTALS					120	120	140	140	130	120	120	120	1010	

ALLOWABLE DIRECT COSTS

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
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Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
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Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
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Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
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Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
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Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates_
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- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: RR-19-9219

Consultant: Ciorba Group, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Diana Decker, PE

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Eric Spina, PE

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Alexander Durbak, PE, SE

Classification: Lead Structural Engineer

Name: Duane O'Laughlin, PE

Classification: QC/QA Engineer (Structural)

Name: Brett Sauter, PE, SE

Classification: QC/QA Engineer (Structural)

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-19-9219

Ciorba Group, Inc.

SCOPE OF SERVICES

Phase II engineering services are required for work tasks that may include preparation of contract plans and engineering studies and other technical services as directed by the Illinois Tollway. Typical tasks will include projects that are required for the Tollway system, and may include, but not be limited to:

1. JOC design support
2. Miscellaneous facilities repair, systemwide
3. Pavement Marking, systemwide
4. Sign fabrication and installation, systemwide
5. On call and as- needed work related on the Tollway system.

EXHIBIT G

Contract No. RR-19-9219

Ciorba Group, 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
IDOT	I-80 Ln Additions & Bridge Widening PhII	\$ 2,932,000 00	\$ 7,000 00	10/31/2021
IDOT	IDOT PTB161-005 Master Contract	\$ 1,597,000 00	\$ 228,000 00	9/18/2021
IDOT	IDOT PTB168-009 Master Contract	\$ 1,207,000 00	\$ 83,000 00	8/22/2022
IDOT	IDOT PTB 172-018 Master Contract	\$ 732,000 00	\$ 3,000 00	9/30/2020
ISTHA	FAI 94 at Montrose Avenue	\$ 549,000 00	\$ 7,000 00	4/30/2020
CDOT	Edens Spur Reconstruction	\$ 4,465,189 00	\$ 72,000 00	11/27/2020
Other	Various	\$ 5,959,000 00	\$ 2,971,000 00	Various
	Various	\$ 7,934,000 00	\$ 3,906,000 00	Various

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

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

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

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

** Additional services funds require prior authorization before use

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

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	\$	-
	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)	\$	-

** 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: GSG Material Testing, Inc.

Contract Number: RR-19-9219

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-19-9219

Consultant: GSG Material Testing, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	1500
													TOTAL HOURS	
MONTHS of YEAR 2020														
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Engineering Support					10	40	40	40	80	80	80			370
TOTALS					10	40	40	40	80	80	80			370

ALLOWABLE DIRECT COSTS

09.12.2018

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

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates_
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

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

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

NOTES:

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

Contract No.: RR-19-9219

Consultant: GSG Material Testing, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Mario Medina

Classification: Geotechnical Support

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-19-9219

GSG Material Testing, Inc.

SCOPE OF SERVICES

Provide Engineering support services depending on task order requests

EXHIBIT G

Contract No. RR-19-9219

GSG Material Testing, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
4026	QA Testing/ CM	\$1,662,107.95	\$53,698.00	4/30/2020
4283	QA Testing	\$100,000.00	\$78,290.00	6/20/2020
4293	SE3	\$80,000.00	\$6,245.00	3/30/2020

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

1

<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)		\$ -

2

<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)		\$ -

3

<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)		\$ -

4

<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)		\$ -

5

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

11

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

6

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

12

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<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/> -
3	<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/> -
5	<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/> -
7	<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/> -
9	<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:	\$	<hr/> -
TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants:	\$	<hr/> -
TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants:	\$	<hr/> -