

RESOLUTION NO. 21065

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, on the North-South bypass of the Elgin O'Hare Western Access (EOWA) between the Tri-State Tollway (I-294) and Franklin Avenue/Green Street and on the Tri-State Tollway (I-294) from Milepost 33.6 (North Avenue) to Milepost 36.4 (Wolf Road), on Contract No. I-15-4656. Alfred Benesch & Company / Christopher B. Burke Engineering, Ltd. / Lin Engineering, Ltd. (TM) has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$24,442,011.52. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Alfred Benesch & Company / Christopher B. Burke Engineering, Ltd. / Lin Engineering, Ltd. (TM) to obtain Design Services, for Contract No. I-15-4656, with an upper limit of compensation not to exceed \$24,442,011.52, subject to review and approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman



August 2, 2016

Ms. Elizabeth Gallagher
Senior Vice President
ABLECB TM,
Alfred Benesch & Company /
Lin Engineering, Ltd. /
Christopher B. Engineering, Ltd.
205 N. Michigan Avenue, Suite 2400
Chicago, IL 60601

**Re: Contract I-15-4656
EOWA, I-294 to I-90
Tri-State and Franklin/Green Street
Design Section Engineering Services**

NOTICE TO PROCEED

Dear Ms. Gallagher:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated May 31, 2016, for Design Section Engineering Services for Contract I-15-4656. You are hereby authorized to commence with the work as of August 2, 2016, and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

In advance of your first billing, the prime and subconsultants (if any) must submit a certified payroll with a signed affidavit for all employees that are listed on the Exhibit C-3 in your contract. The certified payroll should have an effective date after, but within three weeks the effective date of this Notice to Proceed. This document may be submitted by U.S. Mail, other delivery services or by e-mail. Hard copies should be addressed to the attention of **Disbursement Control Supervisor**. The envelope containing the document should be clearly marked "Certified Payroll". The required Certified Payroll may also be delivered electronically to the following address: accountspayable@getipass.com. Please send either hard copy or electronic copy, but not both. We request the certified payroll in advance so that upon receipt of your first invoice, any associated issues regarding payroll have an opportunity to be resolved.

This contract is subject to the Illinois Procurement Code 30 ILCS 500. The code requires the General Contractor awarded a Tollway contract to submit certification/disclosure forms from subcontractors of **all** tiers whose contract value exceeds \$50,000. If you have not already submitted the required documentation, the subcontractor forms must be submitted within **15 days** from this Notice-to-Proceed date or after execution of the sub-contract, whichever is later.

Upon request, a copy of the sub-contract agreement must be submitted within fifteen (15) days after execution of the contract, or after execution of the sub-contract, whichever is later, for those sub-contracts with an annual value of more than \$50,000. For submittal instructions, please refer to the Illinois Tollway website, www.illinoistollway.com, under Doing Business: Engineering & Construction – see "Joint Resources", click on Procurement Reform Bill

Revised: 3/16/2015

ILLINOIS TOLLWAY
2700 Ogden Avenue | Downers Grove, IL 60515 | p. 630.241.6800 | TTY 630.241.6988
www.illinoistollway.com

Contract I-15-4656
Notice to Proceed
Page 2 of 2

In accordance with Design Section Engineer's Manual, Section 7.0 – Quality Assurance, we are requesting submittal of your Consultant Quality Plan, via Tollway's Web-Based Project Management System, within 14 days of receiving this Notice to Proceed, for approval by the Chief Engineer.

Please contact Manar Nashif at 630-241-6800 extension 3841 for further information.

Sincerely,



Clarita R. Lao

for Paul D. Kovacs, P.E.
Chief Engineer
PDK: cmhg

cc: Greg Stukel
Manar Nashif
Sue Biggs
Contract Services

Dorothy Jablonski
John Donato
Program Controls
Lane Closures

File: 02.4656.01.04 LT_Tollway_PDK_4656Benesch_Lin_ChristopherB_TM-NTP_08022016

1.4.5 Item 5: I-15-4656, Elgin O'Hare Western Access, I-294 to I-90.

This project has a 21% D/M/WBE participation goal and 0.5% VOS/SDVOSBE participation goal.

Phase II engineering services are required for the preparation of contract plans and specifications for the Elgin O'Hare Western Access mainline from I-294 to I-90 in DuPage and Cook Counties, Illinois. This project is for the Western Access corridor between the Tri-State Tollway and Franklin Street/Green Street and for the Tri-State Tollway between North Avenue and Wolf Road in Cook County, Illinois. The Tollway is finalizing design limits; therefore, the Tollway may modify project limits and scope at the time of negotiations that could include additional roadway and bridges.

The work generally encompasses design associated with roadway and bridge construction and shall include but not be limited to the following:

1. Design services for preparing contract plans, special provisions and estimates for widening and reconstruction and rehabilitation of existing mainline and ramp pavements and bridges as defined by the Tollway.
2. Performing bridge inspections for existing bridges to be rehabilitated and preparing Bridge Condition Reports and making recommendations for the scope of required services.
3. Design services for preparing contract plans, special provisions and estimates for new mainline and ramp pavements as defined by the Tollway.
4. Performing Bridge Type Studies for new bridges proposed to be constructed.
5. Performing Type, Size and Location (TS&L) drawings for new bridge and retaining wall construction.
6. Design services for preparing contract plans, special provisions and estimates for new bridges, retaining walls and interchanges.
7. Design of All Electronic Tolling infrastructure.
8. Performing analyses for new drainage structure installation and modification of the existing drainage system.
9. Erosion control for all construction zones.
10. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual.
11. Design services for preparing plans, contract plans and special provisions for installation of pavement markings, delineators and signage for the contract limits.
12. Provide barrier warrant analyses for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
13. Electrical design services for updating existing roadway and underpass lighting and installing new roadway and underpass lighting as required by the Tollway's Lighting Standards and design criteria.
14. Provide maintenance of traffic plans including those for impacts to local facilities.
15. Utility coordination for protection and / or relocation of utilities.
16. Preparation of plats of acquisition and legal descriptions.
17. Coordinate and prepare railroad agreements.
18. Perform geotechnical studies.
19. Prepare all required permits.
20. Perform INVEST planning and design evaluations.
21. Perform environmental studies.
22. All other appurtenant and miscellaneous items.

The following structures are included in this project:

- Tri-State Tollway over Grand Avenue.
- Tri-State Tollway over Union Pacific Railroad.
- Northbound Tri-State Tollway to Northbound Western Access Ramp over Tri-State Tollway and Union Pacific Railroad.
- Southbound Western Access to Southbound Tri-State Tollway over Union Pacific Railroad

Construction estimate: Over \$300,000,000.

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

Highways (Freeways)
Structures (Bridges: Complex)
Special Plans (Traffic Signals)
Special Plans (Lighting: Complex Lighting)
Special Services (Surveying)
Special Services (Electrical Engineering)
Special Services (Mechanical Engineering)
Special Services (Architecture)

The Tollway will allow a Prime consultant to meet the prequalification for Special Plans (Lighting: Complex Lighting), Special Plans (Traffic Signals), Special Services (Surveying), Special Services (Electrical Engineering), Special Services (Mechanical Engineering) and Special Services (Architecture) through a subconsultant.

Key personnel listed in 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 structural design related issues (must be an Illinois Licensed Structural Engineer).
- The person who will be responsible for drainage design and hydraulic modeling related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for railroad design related issues (must be an Illinois Licensed Professional Engineer).
- The Environmental Lead (EL) is the staff member from the DSE charged with coordinating the DSE team's environmental studies.
- 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: Design for this project is scheduled to start in Spring 2016. Construction for this work has not been scheduled.

The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the CADD Manual.

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

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

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

Contract: I-15-4656

PSB: 15-2

Consultant: Alfred Benesch/Lin/Burke

PM: Manar Nashif

Reviewer: L. Davis-Adams

Review Date: 07/05/2016

Resolution:	June, 2016
Agreement	Ok
Proposal	Ok
Certifications (PRIME only)	Ok
Delinquent Debt	Ok
DBE Compliance:	Ok
W-9 Form	Ok
Waiver	Ok
Certificate of Good Standing:	Ok
Certificate of Insurance:	Ok

Exhibits A-H

ABLECB TEAM:

Review completed and all exhibits are in compliance with the Tollway Standards

Alfred Benesch:

Lin Eng.:

C. Burke:

CH2M:

D'Escoto:

GSG:

Juneau:

Roderick:

Rubinos:

Handwritten signatures and initials:
 [Signature] 6/6/16
 [Signature]

**PARTNERSHIP-MENTOR/PROTÉGÉ PROGRAM
 FOR
 DISADVANTAGED BUSINESS ENTERPRISES (DBEs)
 PSB: 15-2 ITEM: 5**

**MEMORANDUM OF UNDERSTANDING
 BETWEEN:**

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
Alfred Benesch & Company	205 N. Michigan Avenue, Suite 2400		The Roderick Group, Inc.	1307 W. Washington Blvd., Suite 105, Chicago, IL 60607

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

I. PROGRAM PURPOSE

The Mentor and the Protégé commit to entering into a Mentor/Protégé Agreement in accordance with the current guidelines of the Tollway's Partnership-DBE Mentor/Protégé Program. The purpose of the Program is to facilitate the Tollway's professional service consultants with:

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

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

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)

2 %

Scope:
Civil design/roadway

- Work not applicable to prequalification category(ies)

 %

Scope:

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

2. In area(s) not being mentored:

- Work the Protégé will self-perform

___%

Note: Protégé participation in this area is optional

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

2%

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

The Roderick Group, Inc. is a MBE/DBE firm that specializes in construction engineering and inspection. They are currently prequalified in Highways – Freeways, and have experience in providing construction management services to the Tollway. Through this mentor protégé partnership, Roderick would like to expand their portfolio to include Tollway design work.

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

Under the direction of our Roadway Design Engineer for this project, Joann Majewski, PE, Benesch will mentor The Roderick Group, Inc. in the proper techniques for the development of complex roadway plans throughout the design process. Serving as the DCM on the I-90 Corridor as well as DSE, Benesch has worked with a number of DSE's for roadway plan development and will use this knowledge and experience to foster The Roderick Group, Inc. in growing their capabilities in this area.

III. MENTOR EXPERIENCE WITH THE PROGRAM

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

YES NO

I-11-4018

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

Areas of Assistance:

Civil/Highway Design

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

YES NO

1-13-4102; 1-14-4188

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

Areas of Assistance:

Assistant Resident Engineer, Materials Coordinator, and pavements Inspector/MOT/Drainage Inspector/Construction Inspector and QMOC plans

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

YES NO

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

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

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

YES NO

Date Contract # Description of Scope

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

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

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

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

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
RR-13-4154	1,000,000	HBK Engineering, LLC	Subsurface Utility Engineering

D. Has the DBE 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>
890-167	1,300,000	HNTB Corporation	Phase III Construction Engineering
155-03	390,000	Knight E/A, Inc.	Phase III Construction Engineering
157-04	230,000	Knigh E/A, Inc.	Phase II Highway Design

- 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.

The protege has not been mentored in the same Area of Assistance proposed on this project more than three times.

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 DBE Mentor-Protégé Agreement will be prepared in accordance with the current guidelines of the Tollway's Partnership-DBE Mentor/Protégé Program.

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



SIGNATURE (Mentor Representative)

8/17/15

(Date)



SIGNATURE (Protege Representative)

8/17/15

(Date)

PARTNERSHIP-MENTOR/PROTÉGÉ PROGRAM

FOR

VETERAN AND SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (VOSBs)PSB: 15-2 ITEM: 5**MEMORANDUM OF UNDERSTANDING**

BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
Alfred Banach & Company	205 N. Michigan Avenue, Suite 2400		Juneau Associates, Inc., P.C.	2100 State Street, Granite City, IL 62050-1325

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

I. PROGRAM PURPOSE

The Mentor and the Protégé commit to entering into a Mentor/Protégé Agreement in accordance with the current guidelines of the Tollway's Partnership-Mentor/Protégé Program. The purpose of the Program is to facilitate the Tollway's professional service consultants with:

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

A VOSB means a business certified by the State of Illinois Department of Central Management Services (CMS) as a Veteran-owned small business or Service-disabled Veteran-owned small business. Professional Services shall be defined as Architecture, Landscape Architecture, Professional Engineering and Professional Land Surveying.

II. CONFORMANCE TO PROGRAM GOALS

- A. Participation in this project by the Protégé.

1. In area(s) being mentored:

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

2.00 %

Scope:

Structural engineering

- Work not applicable to prequalification category(ies)

___ %

Scope:

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

2. In area(s) not being mentored:

- Work the Protégé will self-perform

_____ %

Note: Protégé participation in this area is optional

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

2.00 %

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

Juneau Associates, Inc. is a Veteran-Owned Small Business (VOSB) that has worked for the Tollway on a number of construction management assignments, and is now looking to expand their experience to include ISTHA design work. Juneau is currently prequalified in Structures (Highway: Typical) and Structures (Highway: Simple). As protégé on this project, they hope to obtain the structural design experience needed to pursue and obtain prequalification in Structures (Bridges: Complex).

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

Under the direction of our proposed Lead Structural Engineer for this project, Andrew Keaschall, PE, SE, Benesch intends to mentor Juneau Associates, Inc., P.C. in the structural engineering elements of this project to help Juneau build their portfolio to not only include ISTHA design experience, but to expand their capabilities to aid in their pursuit to obtain prequalification in Structures (Bridges: Complex).

III. MENTOR EXPERIENCE WITH THE PROGRAM

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

YES NO

I-11-4018

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

Areas of Assistance:

Civil/Highway Design

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

YES NO

1-13-4102; 1-14-4188

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

Areas of Assistance:

Assistant Resident Engineer, Materials Coordination; and pavement inspection/MOT/drainage inspection/construction inspection and QA/QC plans

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

YES NO

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

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

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

YES NO

Date

Contract #

Description of Scope

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

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

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

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

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

D. Has the VOSB firm participated in a Mentor/Protégé 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>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

N/A

V. STATEMENT OF COMMITMENT

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

[Redacted Signature]

SIGNATURE (Mentor Representative)

8/17/15

(Date)

[Redacted Signature]

SIGNATURE (Protege Representative)

8/17/15

(Date)

I-15-4656

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE
SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

File Number	38515390		
Entity Name	ALFRED BENESCH & COMPANY		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	02/18/1959	State	ILLINOIS
Agent Name	ILLINOIS CORPORATION SERVICE C	Agent Change Date	11/04/2010
Agent Street Address	801 ADLAI STEVENSON DRIVE	President Name & Address	JOHN L GARRATO 205 N MICHIGAN AVE STE 2400 CHICAGO 60601
Agent City	SPRINGFIELD	Secretary Name & Address	KEVIN FITZPATRICK 205 N MICHIGAN AVE STE 2400 CHICAGO 60601
Agent Zip	62703	Duration Date	PERPETUAL
Annual Report Filing Date	01/29/2016	For Year	2016

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(One Certificate per Transaction)

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I-15-4656

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JESSE WHITE
SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

File Number	56269487		
Entity Name	LIN ENGINEERING, LTD.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	02/05/1991	State	ILLINOIS
Agent Name	PAUL BAU LIN	Agent Change Date	01/19/2012
Agent Street Address	576 OAKMONT LANE	President Name & Address	PAUL B LIN 715 ST JOSEPHS DR OAK BROOK IL 60523
Agent City	WESTMONT	Secretary Name & Address	PAUL B LIN SAME
Agent Zip	60559	Duration Date	PERPETUAL
Annual Report Filing Date	01/12/2016	For Year	2016

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JESSE WHITE
 SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

File Number	54407831		
Entity Name	CHRISTOPHER B. BURKE ENGINEERING, LTD.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	10/06/1986	State	ILLINOIS
Agent Name	CHRISTOPHER B BURKE	Agent Change Date	12/10/1993
Agent Street Address	9575 W HIGGINS RD 600	President Name & Address	CHRISTOPHER B BURKE 8S201 COLLEGE RD NAPERVILLE 60540
Agent City	ROSEMONT	Secretary Name & Address	SUSAN S BURKE SAME
Agent Zip	60018	Duration Date	PERPETUAL
Annual Report Filing Date	09/11/2015	For Year	2015

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Alfred Benesch

I-15-4656

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:18 06/22/16

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/22/16 AT 12:34 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

Lin Engineering

I-15-4656

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:18 06/22/16

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/22/16 AT 12:32 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE 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

C. Burke Eng.

I-15-4656

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:18 06/22/16

ACTION: S

VENDOR NUMBER= *** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/22/16 AT 12:30 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

CH2M Hill

I-15-4656

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:18 06/22/16

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/22/16 AT 12:30 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

J'Escoto

I-15-4656

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:18 06/22/16

ACTION: S

VENDOR NUMBER= *** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/22/16 AT 12:31 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

12:18 06/22/16

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/22/16 AT 12:31 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

Juneau

I-15-4656

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:18 06/22/16

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/22/16 AT 12:31 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

The Roderick Group

I-15-4656

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:57 06/27/16

ACTION: S

VENDOR NUMBER= * [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/27/16 AT 15:57 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

Rubinos & Mesia

I-15-4656

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:18 06/22/16

ACTION: S

VENDOR NUMBER= *** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/22/16 AT 12:33 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

Vendor Information

CLOSE WINDOW

Vendor Information

Business Name **Lin Engineering, Ltd.**
 Owner **Paul B. Lin**
 Address **576 Oakmont Lane**
 > [Map This Address](#) **Westmont, IL 60559**
 Phone **630-323-5168 Ext. 588**
 Fax **630-323-5174**
 Email **jlin@lineng.com**
 Website **<http://www.lineng.com>**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **6/9/2015**
 Renewal Date **6/30/2016**
 Expiration Date **4/30/2019**
 Certified Business Description **NAICS 541330 Engineering services**
NAICS 541370 Surveying and mapping services (except geophysical)

Commodity Codes

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

Customer Support

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Vendor Information

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 HELP

Vendor Information

Business Name **d'Escoto, Inc.**
 Owner **Mr. Federico J. d'Escoto**
 Address **420 N. Wabash**
 > [Map This Address](#) **Suite 200**
 Chicago, IL 60611
 Phone **312-787-0707**
 Fax **312-787-7322**
 Email **FDESCOTO@DESCOTOINC.COM**
 Website **<http://www.descotoinc.com>**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **DBE - Disadvantaged Business Enterprise**
 Certification Date **6/12/2015**
 Renewal Date **7/1/2016**
 Expiration Date **4/1/2018**
 Certified Business Description **NAICS 236210 Construction management, industrial building (except warehouses)**
 236220 Construction management, commercial and institutional building
 237110 Construction management, water and sewage treatment plant
 237310 Construction management, highway, road, street and bridge
 237990 Construction management, mass transit
 237990 Construction management, outdoor recreation facility
 237990 Construction management, tunnel
 541310 Architectural (except landscape) services
 541330 Engineering services
 541340 Drafting services
 541350 Building inspection services
 541511 Custom Computer Programming Services
 541512 CAD (computer-aided design) systems integration design services
 541512 CAE (computer-aided engineering) systems integration design services
 541512 Computer Systems Design Consulting Services
 541519 Other Computer Related Services
 541611 Administrative and General management Consulting Services
 541990 Scientific and Technical Services

Commodity Codes

Code	Description
NAICS 236210	Construction management, industrial building (except warehouses)
NAICS 236220	Construction management, commercial and institutional building
NAICS 237110	Construction management, water and sewage treatment plant

- NAICS 237310 Construction management, highway, road, street and bridge
- NAICS 237990 Construction management, mass transit
- NAICS 237990 Construction management, outdoor recreation facility
- NAICS 237990 Construction management, tunnel
- NAICS 541310 Architectural (except landscape) services
- NAICS 541330 Engineering services
- NAICS 541340 Drafting services
- NAICS 541350 Building inspection services
- NAICS 541511 Custom Computer Programming Services
- NAICS 541512 CAD (computer-aided design) systems integration design services
- NAICS 541512 CAE (computer-aided engineering) systems integration design services
- NAICS 541512 Computer Systems Design Services
- NAICS 541519 Other Computer Related Services
- NAICS 541611 Administrative Management and General Management Consulting Services
- NAICS 541990 All Other Professional, Scientific, and Technical Services

Customer Support

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Vendor Information

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 HELP

Vendor Information

Business Name **GSG Consultants, Inc.**
 Owner **Guillermo Garcia**
 Address **855 West Adams Street**
 > [Map This Address](#) **Suite 200**
 Chicago, IL 60607-3019
 Phone **312-733-6262**
 Fax **312-733-5612**
 Email **ggarcia@gsg-consultants.com**
 Website **<http://www.gsg-consultants.com>**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **7/13/2015**
 Renewal Date **8/1/2016**
 Expiration Date **8/1/2016**
 Certified Business Description **Lead Abatement Services;Lead and Asbestos Inspection Services;Air Flow Meters;Environmental Consulting**

Commodity Codes

Code	Description
NAICS 236220	Construction management, commercial and institutional building
NAICS 238910	Soil test drilling
NAICS 541330	Civil engineering services
NAICS 541380	Geotechnical testing laboratories or services
NAICS 541620	Environmental consulting services
NAICS 541620	Sanitation consulting services
NIGP 91813	Asbestos Consulting
NIGP 94849	Hygiene Services, Industrial
NIGP 96148	Laboratory and Field Testing Services (Not Otherwise Classified) Incl, Hazardous Waste

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I-15-4656

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

GSG Consultants, Inc.

Guillermo Garcia
855 W. Adams St. - STE
200
Chicago, IL 60607

County: Cook

Email: ggarcia@gsg-consultants.com

Phone: 312-733-6262

Fax: 312-733-5612

Categories: Architecture\Engineering, Professional

NAICS	Speciality
541620 - ENVIRONMENTAL CONSULTING	541620 - ENVIRONMENTAL CONSULTANTS
541330 - ENGINEERING SERVICES	541330 - GEOTECHNICAL ENGINEERING, CIVIL ENGINEERING,
238910 - SITE PREPARATION CONTRACTORS	CONSTRUCTION INSPECTION, INDUSTRIAL HYGIENE
541690 - OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	238910 - DRILLING SERVICES
	541690 - SAFETY CONSULTING SERVICES

I-15-4656

Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name **Rubinos & Mesia Engineers, Inc.**
 Owner **Dipak S Shah**
 Address **200 S. Michigan Ave. - STE 1500**
 > [Map This Address](#) **Chicago, IL 60604-3607**
 Phone **312-870-6600**
 Fax **312-663-1473**
 Email **Dshah@RME-i.com**
 Website **www.rme-i.com**

Certification Information

Certifying Agency **Cook County**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **4/19/2016**
 Renewal Date **4/19/2017**
 Expiration Date **4/19/2021**
 Certified Business Description **Professional Services: Engineering and Structural Engineering Consulting Services; Construction Inspection Services**

Commodity Codes

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

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I-15-4656

Vendor Information

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 HELP

Vendor Information

Business Name **The Roderick Group, Inc., DBA n/a**
 Owner **Rashod Johnson**
 Address **1327 West Washington Blvd**
 > [Map This Address](#) **Suite 105**
 Chicago, IL 60607
 Phone **312-624-8198**
 Fax **773-289-0567**
 Email **rashod@rodgrp.com**
 Website **<http://www.rodgrp.com>**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **DBE - Disadvantaged Business Enterprise**
 Certification Date **10/7/2015**
 Renewal Date **10/15/2016**
 Expiration Date **10/15/2019**
 Certified Business Description **NAICS 541330 Civil engineering services**
 NAICS 541330 Engineering design services
 NAICS 541330 Engineering services
 NAICS 541611 Administrative and General management Consulting Services

Commodity Codes

Code	Description
NAICS 541330	Civil engineering services
NAICS 541330	Engineering design services
NAICS 541330	Engineering services
NAICS 541611	Administrative Management and General Management Consulting Services

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I-15-4656

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

OCT 01 2014

Mr. Rashod Johnson
The Roderick Group, Inc.
1327 West Washington Blvd, Suite 105
Chicago, IL 60607

Dear Rashod Johnson:

The City of Chicago, your host agency, is pleased to notify you that your firm, **The Roderick Group, Inc.**, continues to meet the requirements for **Disadvantaged Business Enterprise ("DBE")** program certification in accordance with the governing federal regulations, 49 CFR part 26.

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

Your certification is approved, subject to a review of **Continued Eligibility on October 15, 2019**. To remain certified with the IL UCP you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

A handwritten signature in the bottom right corner of the page.

NAICS Code(s):**541330 – Engineering Services****541330 – Civil Engineering Services****541330 – Engineering Design Services****541611 – Administration and General Management Consulting Services**

This Directory is used by prime contractors/ consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at www.dot.state.il.us/ucp/ucp.html.

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category (ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE 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 carrying out its responsibilities by actually performing, managing, and supervising the work involved.

For All Non Trucking Firms:

- Firms seeking work with IDOT as a prime or subconsultant in specialized engineering categories must be prequalified by IDOT's Bureau of Design and Environment.
- Firms seeking work with IDOT, as a prime construction contractor must be prequalified by IDOT's Bureau of Construction.

For All Trucking Firms:

- All DBE trucking firms must own at least one truck. The truck must be operable and capable of hauling materials specific to the contract. The owned truck(s) must be used prior to utilizing leased truck(s).

- The DBE trucking firm receives goal credit for the total value of the transportation service it provides on the contract using trucks it owns, insures and operates and using drivers it employs.
- The DBE trucking firm, which leases trucks from another DBE trucking firm, receives goal credit for the total value of the transportation services the lessee DBE provides on the contract.
- When a DBE trucking firm leases from a non-DBE trucking firm, the goal credit is limited to the fee or commission the DBE receives as a result of the lease arrangement. The fee or commission shall be reasonable and shall be indicated on the lease.
- For any credit to be allowed for leased trucks, the leases must be properly filed with the Illinois Commerce Commission (ILCC), and indicate that the DBE has exclusive use and control over the truck(s). Leased trucks must visibly display the name and ILCC number of the DBE trucking firm.

Please direct all inquiries and any questions to the City of Chicago Disadvantaged Business Enterprise Program at 312-744-1929.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/cm

Search Vendors Directory VOSB/SDVOSB Results Details

Vendor Name:	JUNEAU ASSOCIATES, INC., P.C.
Contact Person:	CHARLES JUNEAU
Gender:	Male
Address:	2100 STATE STREET PO BOX 1325 GRANITE CITY, IL 62040-1325
Ethnicity:	Non-Minority
County:	MADISON
Phone:	(618)877-1400
Fax:	(618)452-5541
E-Mail:	CEJ@JAIPC.COM
VET Certification Code:	VOSB
Cert Date:	03/15/2012
Renewal Date:	01/14/2017
Cert Expiration Date:	03/15/2017
Cert Ind:	M

Commodity/Service Code	Commodity/Service Name
S2301500000	SERVICES, DRAFTING
S2302500000	SERVICES, ENGINEERS - CIVIL
S2303500000	SERVICES, ENGINEERS STRUCTURAL
S2308250000	SERVICES, ENGINEERING-ARCHITECTURAL, ETC
S2309000000	SERVICES, SURVEYING

Code	Description
VOSB	Veteran Owned Small Business
M	Certified by BEP

I-15-4656

CMS

ILLINOIS

Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

February 25, 2015

Charles Juneau
Juneau Associates, Inc., P.C.
2100 State Street
Po Box 1325
Granite City, IL 62040-1325

RECEIVED
MAR 09 2015
Juneau Associates

Certification Term Expires: February 25, 2016

Re: NCA Certification Approval (VOSB)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied in the No-Change Affidavit (NCA), we are pleased to inform you that your firm has been granted continued certification under the Veterans Business Program (VBP). Your firm's name will remain in the State's Directory as a certified vendor with VBP.


Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Veteran-Owned Small Business (VOSB) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Veterans Business Program (VBP) in the specialty area(s) of:

- SERVICES, DRAFTING
- SERVICES, ENGINEERS - CIVIL
- SERVICES, ENGINEERS STRUCTURAL
- SERVICES, ENGINEERING-ARCHITECTURAL, ETC
- SERVICES, SURVEYING

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Veterans Business Program (VBP). We welcome your participation and wish you continued success.

Sincerely,

 2/25/15
 Carlos Gutierrez
 Certification Manager
 Veterans Business Program

(V49VOB)

EXHIBIT F - VOSB UTILIZATION PLAN

Alfred Benesch & Company (Vendor) submits the following Utilization Plan as part of our Statement of Interest in accordance with the requirements of the Veteran Small Business Program Status and Participation section of the solicitation for PSB 15-2, Illinois Procurement Bulletin Reference Number 22036577. 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: Elizabeth Gallagher
Title: Senior Vice President
Telephone: 312-565-0450
Email: egallagher@benesch.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 Statement of Interest. Failure to submit Good Faith Effort documentation in its entirety shall render Vendor's Statement of Interest 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: www2.illinois.gov/cms/business 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.

I-15-4656

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

I-15-4656

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 Statement of Interest 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: EOWA, I-294 to I-90, Tri-State and Franklin/Green Street Project/Solicitation Number: ISTHA PSB 15-2, I-15-4656

Name of Prime Vendor: Alfred Benesch & Company VOSB Compliance Contact: Elizabeth Gallagher

Address: 205 N. Michigan Avenue, Suite 2400

City: Chicago State: IL Zip Code: 60601

Telephone: 312-565-0450 Fax: 312-565-2497 Email: egallagher@benesch.com

Name of Certified VOSB Vendor: Juneau Associates, Inc., P.C.

Address: 2100 State Street VOSB Compliance Contact: Brian Kulick

City: Granite City State: IL Zip Code: 62040-1325

Telephone: 618-877-1400 Fax: 618-452-5541 Email: bkulick@jaipc.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: Spring 2016

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

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

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

Structural engineering

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 Vendor Name]

Signature

Print Name: Elizabeth Gallagher

Title: Senior Vice President

Date: 8/12/15

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

[Redacted Vendor Name]

Signature

Print Name: Charles Juneau

Title: President

Date: 8/12/15

Exhibit A – Proposed Staff

PSB 15-2

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

Project Manager (Items 1, 2, 3, 5, 6, 7, 8)			
Name:	Ryan Thady ✓		
Firm:	Alfred Benesch & Company		
Category:	IL Licensed Professional Engineer		
License #:	062-055839		
Year Registered:	2002	State:	IL
Office Address:	205 N. Michigan Ave. #2400		
City:	Chicago	State:	IL

QA/QC Roadway (Items 5, 6, 7, 8)			
Name:	Laura McGovern ✓		
Firm:	Alfred Benesch & Company		
Category:	IL Licensed Professional Engineer		
License #:	062-046561		
Year Registered:	1991	State:	IL
Office Address:	205 N. Michigan Ave. #2400		
City:	Chicago	State:	IL

Structural Design (Items 5, 6, 7)			
Name:	Andrew Keaschall ✓		
Firm:	Alfred Benesch & Company		
Category:	Illinois Licensed Structural Engineer		
License #:	062-061226; 081-00674		
Year Registered:	2008; 2009	State:	IL
Office Address:	205 N. Michigan Ave. #2400		
City:	Chicago	State:	IL

Environmental Lead (Items 5, 6, 7, 8)			
Name:	Jeffrey Frantz ✓		
Firm:	CH2M		
Category:	N/A		
License #:	N/A		
Year Registered:	N/A	State:	N/A
Office Address:	8735 W. Higgins Road, Suite 400		
City:	Chicago	State:	IL

Project Engineer (Items 5, 6, 7, 8)			
Name:	Steven Lynch ✓		
Firm:	CH2M		
Category:	IL Licensed Professional Engineer		
License #:	062-062824		
Year Registered:	2010	State:	IL
Office Address:	8735 W. Higgins Road, Suite 400		
City:	Chicago	State:	IL

QA/QC Structural (Items 5, 6, 7, 8)			
Name:	Sara Davis ✓		
Firm:	Alfred Benesch & Company		
Category:	IL Licensed Professional Engineer Illinois Licensed Structural Engineer		
License #:	062-050936, 081-005884		
Year Registered:	1996, 2002	State:	IL
Office Address:	205 N. Michigan Ave. #2400		
City:	Chicago	State:	IL

Railroad Design (Items 5, 6, 7)			
Name:	Richard Conrath ✓		
Firm:	Alfred Benesch & Company		
Category:	IL Licensed Professional Engineer		
License #:	062-044784		
Year Registered:	1989	State:	IL
Office Address:	205 N. Michigan Ave. #2400		
City:	Chicago	State:	IL

Drainage Design & Hydraulic Modeling (Items 5, 6, 7)			
Name:	Ilene Dailey ✓		
Firm:	Christopher B. Burke Engineering, Ltd.		
Category:	IL Licensed Professional Engineer		
License #:	062-047420		
Year Registered:	1992	State:	IL
Office Address:	9575 W. Higgins Rd.		
City:	Rosemont	State:	IL

Exhibit A – Proposed Staff
PSB 15-2, continued

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

Other Required Key Staff:

Roadway Design			
Name:	Joann Majewski ✓		
Firm:	Alfred Benesch & Company		
Category:	IL Licensed Professional Engineer		
License #:	062-045674		
Year Registered:	1990	State:	IL
Office Address:	205 N. Michigan Ave. #2400		
City:	Chicago	State:	IL

*If work is being performed by a Subconsultant list firm name also.

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

Attach resumes for Key Project Personnel.

<u>Management</u>	<u>Professionals</u>	<u>Subconsultant Professionals</u>
1	39	0
Total	Engineers	Technicians
	Land Surveyors	Draftsmen
	Architects	Survey Crew
	Others	Clerical
	Total	Other
		Total
	Total Projected Staff	

EXHIBIT D

AVAILABILITY OF KEY PROJECT PERSONNEL

Note: *The last column shall reflect the actual percentage of time to be spent on the proposed project, i.e., 20 percent is 20%

Name	Proposed Position	Current Projects	Percent of Time on Current Project/s	Date Project/s Completed	*Percent of Time to be Devoted to this Item/ Proposed Position
Ryan Thady ✓	Project Manager	<ul style="list-style-type: none"> • I-90 Final design (DSE) 	100%	10/2015	100%
Steven Lynch ✓	Project Engineer	<ul style="list-style-type: none"> • EOWA – ITS, Construction Assistance • TxDOT 	10% 55%	1/2017 12/2015	90%
Andrew Keaschall ✓	Structural Design	<ul style="list-style-type: none"> • I-74 • Contractor Svcs. • CTA Task Orders 	20% 20% 60%	9/2015 9/2015 10/2015	100%
Laura McGovern	QC/QA - Roadway	<ul style="list-style-type: none"> • I-90 DCM 	30%	2/2016	20%
Sara Davis	QC/QA - Structural	<ul style="list-style-type: none"> • I-74 over Mississippi River • UP/I-29 	90% 10%	10/2015 11/2015	40%
Richard Conrath	Railroad Design	<ul style="list-style-type: none"> • Metra UP West third Mainline • NS 63rd ST Parking Facility 	80% 20%	1/2016 2/2016	10%
Joann Majewski ✓	Roadway Design	<ul style="list-style-type: none"> • I-90 Final design (DSE) 	100%	10/2015	100%
Jeff Frantz	Environmental Lead	<ul style="list-style-type: none"> • Strategic/Financial Planning • US Route 50 • IL 3 Connector • US 30 	15% 10% 15% 5%	05/2017 12/2015 03/2016 12/2015	30%
Ilene Dailey ✓	Drainage Design and Hydraulic Modeling	<ul style="list-style-type: none"> • IDOT I-55 Hydraulic Reports; • LCDOT Wadsworth Road; • IDOT IL 56 at Blackberry Creek; • IDOT IL 132 at Mill Creek; • Orland Park 143rd St. (IL 7) 	10% 10% 10% 10% 20%	01/2016 01/2016 01/2016 01/2016 01/2017	40%

TEAMING AGREEMENT

THIS AGREEMENT is made as of January 14, 2016 between **ALFRED BENESCH & COMPANY, ("BENESCH")** and **CHRISTOPHER B. BURKE ENGINEERING, LTD. ("CBBEL")** and **LIN ENGINEERING, LTD. ("LIN")** (, (each individually, a "Member" and collectively, the "Members") for the following reasons:

- (1) The Members prepared and submitted a Statement of Interest (the "SOI") to the Illinois State Toll Highway Authority ("Illinois Tollway"), dated August 21, 2015 to provide certain professional engineering services, with respect to PSB # 15-2 / Item 5: Contract No. I-15-4656 for Elgin O'Hare Western Access, I-294 to I-90 between the Tri-State Tollway and Franklin Street/Green Street and for the Tri-State Tollway between North Avenue and Wolf Road in Cook County, Illinois (the "Project").
- (2) The Illinois Tollway has accepted the SOI and now desires that the Members perform or provide such services in accordance with the SOI; and
- (3) This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, amongst the Members and relating to the subject matter of this Agreement.

In consideration of the promises contained in this Agreement, the Members agree as follows:

ARTICLE 1 - PURPOSE

1.1 The Members hereby associate themselves for the sole and limited purpose of performing the services under a contract with the Illinois Tollway (the "Contract").

ARTICLE 2 - MEMBER RELATIONSHIPS

2.1 The team lead shall be Benesch and Benesch shall be Prime Consultant.

2.2 Lin and CBBEL shall be a subconsultant to Benesch as such shall each execute a subconsultant agreement with Benesch.

2.3 Other firms anticipated to provide services include CH2M, d'Escoto, Inc., GSG Consultants, Inc., Juneau Associates, Inc., P.C., The Roderick Group, Inc. and Rubinos & Mesia Engineers, Inc. These firms shall be subconsultants to Benesch and as such shall each execute a subconsultant agreement with Benesch.

ARTICLE 3 – FORM OF AGREEMENT 3.1 This agreement does not constitute a partnership, joint venture or any other form of business association. The relationship between Members shall be that of a prime consultant/ sub consultant arrangement. No Member is the agent of another Member, and except as expressly provided in this Agreement, no Member may bind another Member. No profits, losses or costs shall be shared under any provision of this Agreement.

ARTICLE 4 – ADMINISTRATIVE MANAGEMENT

4.1 The Team Lead will be Benesch.

4.2 Benesch will be responsible for invoicing.

ARTICLE 5 - STAFFING

5.1 The Project Manager shall be Ryan Thady of Benesch. The Project Manager shall be (a) responsible for the daily direction, coordination, supervision and management of the services for their assignments as noted herein to be performed under the Contract and each subcontract, (b)

primary contact with the Illinois Tollway and any others performing services related to the Project with respect to those services allocated to each of them under their assignment, and (c) responsible for reporting matters related to the status of the Project and the services for their applicable assignment performed under the Contract.

ARTICLE 6 - MEMBER INTERESTS

6.1 The respective interests of the Members and the allocation of services under the Contract, shall be as follows:

**Illinois Tollway Contract %
allocation of Services***

Lin: 10%
CBBEL 10%
Benesch: 42%

* The remaining 38% of the services will be allocated to other subconsultants as defined in Article 2.3 and contracted under Benesch.

ARTICLE 7 - CONTRACT NEGOTIATIONS

7.1 Benesch shall be the lead negotiator in negotiation with the Illinois Tollway.

ARTICLE 8 - INSURANCE

8.1 Each Member will comply with the insurance requirements set forth in the Contract, it being the intent that the Illinois Tollway's requirements be met by each Member's own current practice policies.

8.2 Each Member shall include the other Members as an additional insured on its general liability and automobile liability policies.

8.3 Each Member shall furnish to Benesch certificates of insurance as evidence of the preceding, including a provision that such insurance shall not be canceled without at least thirty (30) days' advance written notice to the other Members.

8.4 Other Subconsultants contracted through Benesch shall be required to provide and maintain insurance specified by Benesch in consideration of the Subconsultant's scope of work and the Illinois Tollway's requirements, if any. Subconsultants shall include each Member, as additional insureds on their general liability and automobile liability policies, and shall have their general liability policies state that the coverage afforded to each Member as an additional insured be primary and non-contributory to each Member firm's General Liability insurance.

8.5 Each Member mutually agrees, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all losses, claims, damages, expenses or liability whatsoever, whether direct, indirect, economic or consequential, including, but not limited to, and reasonable attorney's fees, arising from their own negligent acts, errors, or omissions in performance of their services under the Contract, but only to the extent that each Member is responsible for such damages, liabilities or costs on a comparative basis of fault.

ARTICLE 9 - SERVICES

9.1 Services required by the Contract will be subcontracted by Benesch to the Members hereto and, to the other third parties anticipated to be subconsultants to Benesch as defined in Article 2.3.

9.2 The general scope and nature of the services to be provided by each Member and other subconsultants, are to be mutually agreed upon. Specific services to be provided by each Member

shall be more fully described in each subcontract. It is anticipated, however, and to the extent practicable, that the distribution of services is such that the revenue received for such services shall be in proportion to each Member's interest in the Illinois Tollway contract % allocation of services as set forth in Article 6.

ARTICLE 10 - COMPENSATION

10.1 Compensation for the services shall be paid based on the invoices submitted by each respective Member on standard invoicing forms applicable to the particular task or tasks performed by such Member. The compensation limits for each Member shall be based on the budgets established using the Illinois Tollway's approved contract Exhibits as furnished by each Member. Each Member shall periodically, as prescribed in its subcontract, invoice Benesch for its services and allowable costs. Allowable costs may include, without limitation, labor, overhead costs, and expenses incurred in the performance of the Contract. Compensation shall be payable to the Members by Benesch upon receipt of payments from the Illinois Tollway. Benesch shall pay each Member the sums due therefrom to the extent paid by the Illinois Tollway, less any amounts disputed or held as retainage by the Illinois Tollway. Subject to the foregoing, invoices shall be paid within ten (10) days of receipt of payment from the Illinois Tollway.

ARTICLE 11 - BOOKS AND RECORDS

11.1 Each Member, will maintain its records related to the Project in accordance with generally accepted accounting principles. If Illinois Tollway has record retention rules in addition to such generally accepted accounting principles, each Member shall also comply with such Illinois Tollway specific rules.

ARTICLE 12 - TERM OF AGREEMENT

12.1 This Agreement shall be effective as of the date first set forth above upon the execution by the Members, and shall terminate upon the occurrence of any of the events listed below:

- (a) The Contract with the Illinois Tollway has been fully performed in accordance with its terms and conditions, full and complete payment has been made thereon.
- (b) The Contract has been terminated by the Illinois Tollway or by mutual agreement.
- (c) The Members agree in writing to terminate this Agreement.
- (d) The Members are unable to agree upon a mutually acceptable Contract with the Illinois Tollway.

12.2 Termination of this Agreement shall not terminate rights and obligations of the Members which arose prior to such termination, but nothing in this Article or elsewhere in this Agreement shall confer, create, or expand any rights to the Illinois Tollway or to any other third parties.

ARTICLE 13 - CONFIDENTIALITY

13.1 The Members agree that the terms of this Agreement shall, to the extent possible, remain privileged and confidential information. Each Member will use reasonable good faith efforts to ensure that those people to whom this Agreement is given agree to retain as confidential its terms and conditions. No Member shall use any information supplied to it by any other Member for any purpose other than as intended. Each Member shall have the right to designate, in writing, information which it delivers to any other Member as Confidential, which information may not be disclosed to any other person or entity without the express prior written consent of the Member delivering such information.

ARTICLE 14 - MEMBER REPRESENTATIONS

14.1 Each Member hereto represents to the other that it has the full power and authority to enter into this Agreement and to perform all the obligations set forth herein and under the Contract or any subcontract thereto with respect to said Member, that this Agreement has been duly authorized by all necessary corporate action, and that each Member is duly organized, validly existing and in good standing in its State of Incorporation, and is or will be qualified to do business, and in good standing, in the State in which the Project is located.

14.2 Each Member warrants and represents that it has, or will obtain, and will keep in full force and effect, all necessary permits and licenses necessary for the Member's functions under this Agreement, the Contract, and any subcontract thereto. Neither the entering into nor the performance of any obligation hereunder by any of the Members shall constitute a violation of any applicable rule, regulation, law, statute, decree or ordinance in effect governing said Member, or any Articles of Incorporation or Bylaws of said Member, nor is it a violation of any agreement, contract or other instrument to which said Member is a Member.

14.3 Each Member further represents and warrants that there are no pending or threatened actions or proceedings before any court or administrative agency which may materially affect such Member's business assets or condition, or which would materially impair its ability to perform its obligations hereunder and under the Contract or any subcontract thereto.

ARTICLE 15 - GENERAL PROVISIONS

15.1 **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon the respective successors or assigns of the Members.

15.2 **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois and may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute a single instrument.

15.3 **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

15.4 **INTEGRATION.** This Agreement, including any exhibits and amendments thereto incorporated by this reference, represents the entire and integrated agreement between the Members. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

15.5 **AMENDMENTS** This Agreement may be amended only by a written instrument signed by all Managers.

15.6 **NON-ASSIGNMENT.** This Agreement shall not be assigned by any Member hereto to any third party(s) without the prior written consent of the other Members. Unless otherwise stated in the written consent, no assignment will release or discharge the assignor from any obligation under this Agreement

15.7 **WAIVERS.** A waiver by any Member of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving Member's rights with respect to any other or further breach.

IN WITNESS WHEREOF, the Members have executed this Agreement effective as of the date first mentioned above.

ALFRED BENESCH & COMPANY, INC.

Signature: _____



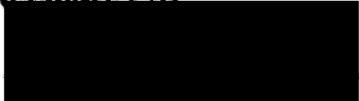
Name: Elizabeth Gallagher

Title: Senior Vice President

Date: 1/18/2016

LIN ENGINEERING, LTD.

Signature: _____



Name: FRED LIN

Title: VICE PRESIDENT

Date: 1/15/2016

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Signature: _____



Name: Michael E. Kerr

Title: Executive Vice President

Date: 1/15/16

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Alfred Benesch & Company	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 205 N. Michigan Avenue, Suite 2400	
	6 City, state, and ZIP code Chicago, IL 60601	
	7 List account number(s) here (optional)	

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ 01/05/2016
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

DESIGN SECTION ENGINEER
AGREEMENT INCLUDING TEAMING

The Board of Directors, on the 21st day of June, 2016, 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 comprised of the Team of **ABLECB TM, ALFRED BENESCH & COMPANY / LIN ENGINEERING LTD. / CHRISTOPHER B. ENGINEERING, LTD.**, 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 **May 31, 2016**, to provide design section engineering services for Contract No. **I-15-4656** for **EOWA, I-294 to I-90, Tri-State and Franklin/Green Street**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 15-2, Item 5**, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **I-15-4656** for **EOWA, I-294 to I-90, Tri-State and Franklin/Green Street** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **May 31, 2016**, 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 term or terms of this Agreement shall govern and prevail.

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.

D. The DESIGN SECTION ENGINEER has entered into a Teaming Agreement identifying the obligations, duties and responsibilities of each party to the Teaming agreement which is attached to this Agreement.

ARTICLE II

Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineer 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 June 22, 2016** and ending **May 31, 2024**, 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 shown in Exhibit "1") with an upper limit of compensation of **Twenty Four Million, Four Hundred Forty Two Thousand, Eleven Dollars and Fifty-Two Cents (\$24,442,011.52)**. 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 Engineer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineer. 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

The DESIGN SECTION ENGINEER represents that it has examined the project site, met with representatives of the TOLLWAY, and had an opportunity to ascertain the extent and the scope of services required to complete this project and is knowledgeable

of the services to be performed within the time set forth in the Project Schedule indicated in Exhibit "1" hereof. The DESIGN SECTION ENGINEER further understands and agrees that all the services required to properly complete the services will be at or below the total estimated fee (Upper Limit of Compensation) established for this contract, and that only upon receipt of correspondence modifying the established scope of services for this contract from the Chief Engineer, will any portion of the contingency provision of the said proposal be utilized. The DESIGN SECTION ENGINEER shall not be entitled to additional compensation due to errors in estimating the time, costs or expertise required to complete this design project.

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. The Team of **ABLECB TM, ALFRED BENESCH & COMPANY / LIN ENGINEERING LTD. / CHRISTOPHER B. ENGINEERING, LTD.**, consents to the exclusive jurisdiction and venue of the courts located in DuPage County, State of Illinois.

Confidentiality

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

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

ARTICLE VI

Responsibility for Injuries and Damages

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

The firms comprising the DESIGN SECTION ENGINEER and identified in the Teaming Agreement shall be jointly and severally liable to the TOLLWAY for any and all damages, injuries and claims, including those arising from the professional acts, errors or omissions resulting from services rendered per this Agreement.

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. DESIGN SECTION ENGINEER agrees that such policy or policies, 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. Each member of the DESIGN SECTION ENGINEER agrees that it will maintain its Engineering Professional Errors and Omissions Liability policy in effect for three years after the completion of the Agreement.

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 Engineer 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 Engineer 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 Engineer shall be final. At the request and direction of the Chief Engineer 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 for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

In the event the Chief Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer shall be final. At the request and direction of the Chief Engineer 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 for The Illinois State Toll Highway Authority 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 **Alfred Benesch & Company, 205 N. Michigan Avenue, Suite 2400, Chicago, Illinois 60601**, or to the Chief Engineer 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

Each party to this Agreement hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/) the Inspector General of the Illinois State Toll Highway Authority has the authority to audit and to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse and when necessary subpoena witnesses and compel the production of books and papers pertinent to an investigation. Each party shall cooperate in any such investigation and shall provide access to all information and documentation related to the services performed and will disclose and make available all personnel involved or connected with the services or having knowledge of the services.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-15-4656 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY


ABLECB TM
ALFRED BENESCH & COMPANY /
LIN ENGINEERING LTD. /
CHRISTOPHER B. BURKE, LTD.

By  7/29/16
Chair/Executive Director - Signature
Robert Schillerstrom/Greg Bedalov

 6/16/16
President - Signature Date
Vice Alfred Benesch & Company

APPROVED:


Elizabeth A Gallagher
Printed Name as Signed Above


Act  7/27/16
Chief of Finance - Signature Date
~~Michael Golsch~~ *Celina Williams*

 6/15/16
President - Signature Date
Lin Engineering, Ltd.

APPROVED:


Paul B. Lin
Printed Name as Signed Above

 7/21/16
General Counsel - Signature Date
David Goldberg


President - Signature Date
Christopher B. Burke, Ltd.

Christopher B. Burke - President
Printed Name as Signed Above

Approved as to Form and Constitutionality

 7-13-16
Attorney General, State of Illinois - Robert Lane - Signature Date

DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER I-15-4656

This proposal, dated May 31, 2016, is submitted by ABLECB TM a teaming of Alfred Benesch & Company, Lin Engineering Ltd. & Christopher B. Engineering, Ltd. of Chicago, Illinois for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-15-4656 for which we propose to provide Design Section Engineering Services is EOWA, I-294 to I-90 – Tri-State and Franklin/Green Street, in Cook County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 15-2, 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*, dated March 2015 (and as revised), 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:

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:

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.”

Exhibit C-1 (Payroll Classification Escalation Table) shall identify the direct labor escalation for the duration of the project. Pay rate increases shall be limited to one per calendar year. Cumulative labor increases for the DESIGN SECTION ENGINEER may not exceed the direct labor escalation rate listed in Exhibit C-1 for any twelve month period.

Exhibit C-2 (Direct Labor Classification Man-Hours and Rates)

This exhibit establishes employee classifications and rate ranges and determines the Total Direct Labor for the project.

Exhibit C-3 (Company Employee Classification List) shall establish the classifications, of the company’s staff. Classifications must be included on Exhibit C-3 to be reimbursable.

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

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

Promotions resulting in labor rate increases will only be permitted if the promotion occurs on this project to a pre-approved contract position. Employees promoted within the company will not be entitled to a rate increase on this project beyond the rate

appropriate for the services being performed by the employee. Any increase will be at the date of the approved promotion.

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 24,442,011.52 (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 Engineer 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 Engineer 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 Engineer 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 Engineer of the TOLLWAY with a written copy of his 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 Engineer for an alternative INVOICE submission date. DESIGN SECTION ENGINEER will request such approval or an INVOICE submittal extension no later than February 15th.

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, Chief Procurement Officer, 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, Chief Procurement Officer, 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, Chief Procurement Officer, 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.

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT I-15-4656

SUBMITTED BY:

FIRM NAME: Alfred Benesch & Company

ADDRESS: 205 N. Michigan Avenue, Suite 2400

CITY, STATE: Chicago, Illinois

TELEPHONE: 312-565-0450

FACSIMILE: 312-565-2497

SIGNED BY:



PRINTED NAME: Elizabeth Gallagher

TITLE: Senior Vice President



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-15-4656

CONTRACTOR NAME: Alfred Benesch & Company

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 **Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 1.2 **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.
- 1.3 **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.
- 1.4 **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>).
- 1.5 **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.
- 1.6 **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 June 30 of any year must be submitted to the State no later than July 31 of that 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.

Vendor(s) are required to attest to the standards set forth in this contract and must include the following statement on every one of their invoices delivered to the Tollway pursuant to statute 605 ILCS 10/16.1.

This statement must be imprinted on the invoice or an attachment attesting to the following statement:

Invoice# _____ Invoice Date _____

"The Seller, _____ (insert vendor name) hereby certifies that the goods, merchandise and wares shipped in accordance with the attached delivery invoice have met all the required standards set forth in the purchasing contract".

Authorized Representative

If the Vendor does not comply with attesting to the statute 605 ILCS 10/16.1 this will cause delay in payment.

All invoices must include original order date to ensure accurate and timely payment processing.

1.6.1 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.

1.6.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
4. **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 three 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 three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. 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, 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.

5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their 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.

11. **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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>.
17. **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.
18. **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.
19. **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.

- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. WARRANTIES FOR SUPPLIES AND SERVICES:**
- 24.1 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.
- 24.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 24.3 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.
- 25. REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 25.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

25.2 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.

26. **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.

27. **SUPPLEMENTAL PROVISIONS**

27.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

27.1.1 **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.

27.1.2 **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.

27.1.3 **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.

27.1.4 **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.

27.1.5 **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.

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

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

27.1.5.3 The Tollway is not currently an appropriated agency.

27.2 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.

27.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT CC

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

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

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

Agreed:	Agreed: Illinois Tollway
By:	By:
Signed:	Signed:
Position:	Position:
Date:	Date:



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

Date: 06/09/2016 **Project Number:** I-15-4656

Project Name: Elgin O'Hare Western Access, I-294 to I-90- Tri-State and Franklin / Green Street, Phase II Engineering Services

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

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

Delinquent Payment. The 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: Alfred Benesch & Company

Federal Employment Identification Number (FEIN)



E-Mail: egallagher@benesch.com

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

<u>Sub-Contractor(s)</u>	<u>Sub-Contractor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
CH2MHILL, Inc.		8735 West Higgins Road, Ste 400 Chicago, IL 60631	Roadway and Geotech	22% of contract
Christopher B. Burke Engineering, Ltd.		9575 W Higgins Rd, Ste 600 Rosemont, IL 60018	Drainage and Erosion Control	10% of contract
d'Escoto, Inc.		420 N. Wabash, Suite 200 Chicago, IL 60611	Roadway	2% of contract
GSG Consultants, Inc.		855 West Adams # 200 Chicago, IL 60607	Geotech	5% of contract
Juneau Associates Inc, PC		100 North Research Drive Edwardsville, IL 62025	Structures	2% of contract
Lin Engineering, Ltd.		576 Oakmont Lane Westmont, IL 60559	Signing Striping, MOT, Civil	10% of contract

DELINQUENT DEBT REVIEW

CONTRACTOR/
CONSULTANT

<u>Sub-Contractor(s)</u>	<u>Sub-Contractor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
The Roderick Group, Inc.		921 W Van Buren St, Ste 115 Chicago, IL 60607	Civil	2% of contract
Rubinos & Mesia Engineers, Inc.		200 S Michigan Ave, Ste 1500 Chicago, IL 60604	Structures	5% of contract

Signature: _____

Date: 06/09/2016

Printed Name: Elizabeth Gallagher

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name:

Business Name: Alfred Benesch & Company

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: 

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: June 7, 2016

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 10230

Alfred Benesch & Company

205 N. Michigan Avenue

Suite 2400

Chicago IL 60601

Information for this business last updated on:

Wednesday, June 18, 2014

Certificate produced on Monday, May 11, 2015 at 12:05 PM



Business EXHIBIT "1"

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To all to whom these Presents Shall Come, Greeting:

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

ALFRED BENESCH & COMPANY, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 18, 1959, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 13TH day of JUNE A.D. 2016 .



Authentication #: 1616502166 verifiable until 06/13/2017
Authenticate at: <http://www.cyberdriveillinois.com>

Jesse White

SECRETARY OF STATE

Vendor Registration: View Form

General Info | Public Profile | Users | Commodity Codes | Contacts & Owners | Comments | Reviews | Certifications | Site Visits | Registrations

Alfred Benesch & Company, DBA Delich, Roth, and Goodwillie

System Vendor Number: 20081179

Return to Main Form

Vendor Registration

Form Name	A - B. Business Information & Additional Information
Description	Complete section A and B, in order to submit this form.
Date Submitted	8/12/2015
Status	Accepted
Business Name	Alfred Benesch & Company DBA Delich, Roth, and Goodwillie
Point of Contact	Kevin Fitzpatrick
Flag Form	Add Flag

A. Business Information

1. Your Business is Registering as a	Prime contractor and subcontractor	<input type="checkbox"/>
2. Name of CEO/Business Owner	John Carrato	<input type="checkbox"/>
3. Annual sales/gross receipts	115,926,000	<input type="checkbox"/>
4. When was your business established?	02/02/1946	<input type="checkbox"/>
5. In what Illinois county(ies) are you conducting business?	The business conducts business statewide.	<input type="checkbox"/>
6. Contact Person for this vendor registration	Kevin Fitzpatrick	<input type="checkbox"/>
Contact Person Title	Executive Vice President	
Contact Person Phone	312-565-0450	
Contact Person Email	kfitzpatrick@benesch.com	

B. Additional Information

1. Is your business registered with any of the following State of Illinois programs?	Not applicable/not registered	<input type="checkbox"/>
--	-------------------------------	--------------------------

Additional Information

Staff Attached File(s)	<input type="button" value="Attach File"/>
Refresh List after attaching file(s).	

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Alfred Benesch & Company, DBA Delich, Roth, and Goodwillie

System Vendor Number: 20081179

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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	8/12/2015
Status	Accepted
Business Name	Alfred Benesch & Company DBA Delich, Roth, and Goodwillie
Point of Contact	Kevin Fitzpatrick
Flag Form	Add Flag

C. Small Business Set-Aside Program	
1. Would you like to apply for the Small Business Set-Aside Program?	No 10

Additional Information	
Staff Attached File(s)	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Attach File</div> Refresh List after attaching file(s).

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Alfred Benesch & Company, DBA Delich, Roth, and Goodwillie

System Vendor Number: 20081179

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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	8/12/2015
Status	Accepted
Business Name	Alfred Benesch & Company DBA Delich, Roth, and Goodwillie
Point of Contact	<u>Kevin Fitzpatrick</u>
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	588	<input type="checkbox"/>
2. Select the DHR status of your business	My business had 15 or more employee at any time within the past year. 101422-00; expires 08/22/19	<input type="checkbox"/>

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	<input type="checkbox"/>
---	---	--------------------------

Additional Information

Staff Attached File(s)	<p>Attach File</p> <p>Refresh List after attaching file(s).</p>
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Alfred Benesch & Company, DBA Delich, Roth, and Goodwillie

System Vendor Number: 20081179

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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	8/12/2015
Status	Accepted
Business Name	Alfred Benesch & Company DBA Delich, Roth, and Goodwillie
Point of Contact	Kevin Fitzpatrick
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. 10

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 10

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 10

Yes

4. If you are awarded a contract for which there was a current Vendor providing the services covered by that contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by that contract subject to its bid or offer; and (ii) that it shall offer employment to all employees that are then currently employed in any existing bargaining unit who performs substantially similar work to the work that will be performed pursuant to that contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80 10

Yes

5. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5 10

Yes

6. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10 10

Yes

7. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5 10

Yes

8. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, have entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60	10
Yes	
9. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12	10
Yes	
10. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14	10
Yes	
11. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25	10
Yes	
12. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30	10
Yes	
13. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38	10
Yes	
14. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38	10
Yes	
15. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50	10
Yes	
16. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517	10
Yes	
17. Vendor certifies that if awarded a contract for public works, steel products used or supplied in the performance of that contract shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception in writing. 30 ILCS 565	10
Yes	
18. If Vendor is awarded a contract worth more than \$5,000 and employs 25 or more employees, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580	10
Yes	
19. If Vendor is an individual and is awarded a contract worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract pursuant to the Drug Free Workplace Act. 30 ILCS 580	10
N/A	
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582	10

EXHIBIT "1"

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Yes

21. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583

Yes

22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584

Yes

23. Vendor certifies that if awarded a contract including information technology, electronic information, software, systems and equipment, developed or provided under any contract, it will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards. 30 ILCS 587

Yes

24. Vendor certifies that if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45

Yes

25. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4, E-11

Yes

26. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105

Yes

27. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2

Yes

28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee whose procurement authority at any time during the one-year period preceding the procurement lobbying activity.

Yes

29. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37 Vendor will not make a political contribution that will violate these requirements.

Yes

30. This applies to individuals, sole proprietorships, general partnerships, and single member LLCs, but is not otherwise applicable. Vendor certifies that he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. (30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133)

N/A

G. Board of Elections (BOE)

1. Is your business registered with the Board of Elections (BOE)?

Yes, I certify my business is registered with BOE.
10230

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Alfred Benesch & Company, DBA Delich, Roth, and Goodwillie

System Vendor Number: 20081179

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Vendor Registration	
Form Name	H. Iran Disclosure
Description	Complete section H, in order to submit this form.
Date Submitted	8/12/2015
Status	Accepted
Business Name	Alfred Benesch & Company DBA Delich, Roth, and Goodwillie
Point of Contact	Kevin Fitzpatrick
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? 10
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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STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22036577

Procurement/Contract #: I-15-4656

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

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

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

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

IPG Registration #: 20081179 IPG Expiration Date: 08/12/2016

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), amended by Public Act No. 97-0895 (August 3, 2012). Yes No

3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)

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 No

4. 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/Public University 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
N/A	N/A	N/A

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

5. 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/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Department of Transportation	I-55 at Lorenzo Road (Phase I)	Contract	\$3,446,653	PTB 143 P-91-190-07
Illinois Department of Transportation	I-74/I-155 Interchange	Contract	\$5,596,887	PTB 152 D-94-088-06
Illinois Department of Transportation	IL 171/First Avenue	Contract	\$6,961,067	PTB 154 D-91-191-10
Illinois Department of Transportation	95th & Stony Island, Phase I	Contract	\$1,549,259	PTB 156 P-91-599-10
Illinois Department of Transportation	I-290 Widening Study	Contract	\$1,126,429	PTB 157 P-91-597-10
Illinois Department of Transportation	IL-89 over Illinois River	Contract	\$2,391,969	PTB 159 P-93-013-11
Illinois Department of Transportation	IDOT PM Services	Contract	\$4,018,516	PTB 165 D-91-407-12
Illinois Department of Transportation	US 34 (Ogden Ave) at CN RR Const. Inspection	Contract	\$3,746,039	PTB 168 C-91-173-13
Illinois Department of Transportation	US 34 (Ogden Ave) at CN RR Const. Inspection	Pending Contract (Supplement)	\$919,544	PTB 168 C-91-173-13
Illinois Department of Transportation	IL 43 (Harlem Ave.), 63rd St. to 65th St.	Pending Contract	\$600,000 (est.)	PTB 173 P-91-440-14
Illinois Department of Transportation	Various Phase I Projects, Various Routes/Counties	Pending Contract	\$1,200,000 (est.)	PTB 176 P-91-348-15
Illinois Department of Transportation	US 52/IL 64 over Mississippi River, Ph. III (sub to Quigg/Missman)	Pending Contract	\$250,000 (est.)	PTB 176 C-92-052-15

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois State Toll Highway Authority	I-90 Reconstruction, Higgins Rd. to Randall	Contract	\$10,595,840	PSB 11-4 I-11-4018 IPB # 22023201
Illinois State Toll Highway Authority	I-90 Retaining/Noise Wall & Bridge Widening (Mount Prospect to Lee)	Contract	\$3,388,989	PSB 13-1 I-13-4102 IPB # 22030186
Illinois State Toll Highway Authority	I-90 Bridge & Ramp Reconstruction (IL 25) (sub to exp US Services)	Contract	\$12,156	PSB 13-1 I-13-4104 IPB# 22030188
Illinois State Toll Highway Authority	I-90, IL 53 to Arlington Heights Rd. Widening	Contract	\$9,005,385	PSB 14-1 I-14-4188 IPB #22033884
Illinois State Toll Highway Authority	Westbound Roadway & Bridge to IL 31 to the Fox River (sub to STV Incorporated)	Contract	\$91,000	PSB 14-1 I-14-4189 IPB # 22033885
Illinois State Toll Highway Authority	I-90 CM Design Support, IL-25 to West of Higgins Rd. (sub to Knight E/A)	Contract	\$56,000	PSB 14-1 I-14-4191 IPB # 22033889
Illinois State Toll Highway Authority	I-90 Construction Management Services Upon Request (sub to Parsons)	Contract	\$80,000	PSB 14-1 I-14-4194 IPB # 22033896
Illinois State Toll Highway Authority	EOWA Tollway-Mainline Advance Earthwork (sub to Dunnet Bay Construction)	Contract	\$22,500	I-14-4640 IPB # 22036392
Illinois State Toll Highway Authority	CM Services Upon Request (sub to ESG)	Pending Contract	\$300,000 (est.)	PSB 14-3 RR-14-5705 IPB # 22035098
Illinois State Toll Highway Authority	EOWA, I-294 to I-90, Tri-State and Franklin /Green Street, Phase II	Pending Contract	TBD	PSB 15-2 I-15-4656 IPB # 22036577
Illinois State Toll Highway Authority	PSB 11-3 Item 2 Design Corridor Management (sub to CH2M HILL)	Pending Contract	TBD	PSB 11-3 I-11-4014 IPB # 22035906

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

6. 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: Alfred Benesch & Company

Phone: (312) 565-0450

Street Address: 205 N. Michigan Avenue, Suite 2400

Email: egallagher@benesch.com

City, State, Zip: Chicago, IL 60601

Vendor Contact: Elizabeth Gallagher

Signature: _____

Date: 06/07/2016

Printed Name: Elizabeth Gallagher

Title: Senior Vice President

Vendor Registration: View

General Info | Public Profile | Users | Commodity Codes | Contacts & Owners | Comments | Reviews | Certifications | Site Visits | Registrations

Alfred Benesch & Company, DBA Delich, Roth, and Goodwillie

System Vendor Number: 20081179

Vendor Registration

Name	State of Illinois Vendor Registration
Description	Register to do business with the State of Illinois
Date Submitted	8/12/2015
Status	Accepted
Reviewer	Kim Burton
Date Reviewed	8/13/2015
Public Review Comments	
Private Review Comments	
Expiration Date	8/12/2016
Flag Form	Add Flag

Settings

Small Business Set-Aside Program (SBSP) Registered	No
Registering as a	Prime & Subcontractor

Vendor Information

Business Name	Alfred Benesch & Company DBA Delich, Roth, and Goodwillie
Primary Contact	Kevin Fitzpatrick (change contact)
Primary Contact Email	kfitzpatrick@benesch.com
Phone	312-565-0450
Fax	312-565-2514
Company Email	kfitzpatrick@benesch.com
Tax ID Number	
Company Type	Corporation
Address [edit address]	205 N. Michigan Avenue, Suite 2400 Chicago, IL 60601

[View Vendor Profile](#)

Current Vendor Certifications

No current applicable certifications.

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	

NIGP Codes

NIGP 925	Engineering Services, Professional
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Vendor Registration: View Form

Help & Tools 

General Info | Public Profile | Users | Commodity Codes | Contacts & Owners | Comments | Reviews | Certifications | Site Visits | Registrations

Alfred Benesch & Company, DBA Delich, Roth, and Goodwillie

System Vendor Number: 20081179

Return to Main Form

Vendor Registration

Form Name	I. Financial Disclosure & Conflicts of Interest
Description	Complete the Financial Disclosure & Conflicts of Interest form
Date Submitted	8/12/2015
Status	Accepted
Business Name	Alfred Benesch & Company DBA Delich, Roth, and Goodwillie
Point of Contact	<u>Kevin Fitzpatrick</u>
Flag Form	<u>Add Flag</u>

I. Financial Disclosures & Conflicts of Interest

A. Identify the applicable entity type.

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

B. Is there a parent entity that owns 100% of the business?

No

C. Instrument of Ownership or Beneficial Interest

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

1. Is there any individual or entity who meets ANY of the following thresholds: (a) Owns more than 5% of the business, (b) Holds ownership share of the business valued in excess of \$106,447.20, (c) Is entitled to more than 5% of the business' distributive income, or (d) Is entitled to more than \$106,447.20 of the business' distributive income?

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. <u>IPG Percentage of Ownership and Distributive Income Form 08.12.15</u> (PDF, 105.91 KB)	Attached by Kevin Fitzpatrick on 8/12/2015

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?

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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

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

Customer Support

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

Vendor Name: Alfred Benesch & Company

DBA: N/A

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
John L. Carrato	[REDACTED]	3.79%	\$860,416.75	-	-
John P. Kweder	[REDACTED]	3.79%	\$860,416.75	-	-
Kevin J. Fitzpatrick	[REDACTED]	3.15%	\$715,445.00	-	-
Gregory D. Brennan	[REDACTED]	3.15%	\$715,445.00	-	-
Michael N. Gorman	[REDACTED]	2.66%	\$603,609.65	-	-
David J. Morrill	[REDACTED]	2.59%	\$587,340.00	-	-
James J. Blanusha	[REDACTED]	2.49%	\$564,825.00	-	-

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

John F. Eagan	2.24%	\$508,342.50	-	-	-
Laura L. McGovern	2.24%	\$508,342.50	-	-	-
Thomas M. Clinard	1.99%	\$451,860.00	-	-	-
Hossam M. Abdou	1.86%	\$423,242.20	-	-	-
Daniel M. Gross	1.74%	\$395,377.50	-	-	-
Eli M. Peleschak	1.74%	\$395,377.50	-	-	-
Richard D. Conrath	1.74%	\$395,377.50	-	-	-
George M. Horas	1.64%	\$372,784.50	-	-	-
James H. Canham	1.59%	\$361,488.00	-	-	-
Kristina S. Horn	1.55%	\$352,074.25	-	-	-
Jeffery A. Sockel	1.52%	\$346,426.00	-	-	-
Gary E. Proskovec	1.48%	\$336,259.15	-	-	-
Diane M. Campione	1.16%	\$263,585.00	-	-	-
Mahmoud Aldabe	1.14%	\$259,819.50	-	-	-
Sammie E. McCoy	1.08%	\$244,757.50	-	-	-
Bradley J. Waller	0.97%	\$220,281.75	-	-	-
Marc P. Beisler	0.91%	\$207,102.50	-	-	-

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

David A. Cuthbertson	0.91%	\$207,102.50	-	-	-
Ihab S. Darwish	0.91%	\$207,102.50	-	-	-
Kurt Naus	0.91%	\$207,102.50	-	-	-
Michael J. O'Connor	0.91%	\$207,102.50	-	-	-
Douglas M. West	0.91%	\$207,102.50	-	-	-
Christopher Bentz	0.91%	\$207,102.50	-	-	-
Ryan M. Thady	0.91%	\$207,102.50	-	-	-
Andrew J. Keaschall	0.91%	\$207,102.50	-	-	-
Kevin M. Placzek	0.91%	\$207,102.50	-	-	-
Walter S. Rymysa	0.91%	\$207,102.50	-	-	-
Douglas J. Strauss	0.88%	\$199,545.00	-	-	-
John F. Curran	0.83%	\$188,250.00	-	-	-
Elizabeth Gallagher	0.83%	\$188,250.00	-	-	-
Michael P. Magnuson	0.78%	\$176,978.50	-	-	-
Larry R. Bellisario	0.75%	\$169,447.50	-	-	-
Michael S. Hummel	0.75%	\$169,447.50	-	-	-
Dominic J. Yannuzzi	0.75%	\$169,447.50	-	-	-

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

James D. Pudleiner		0.75%	\$169,447.50	-	-
Frank J. Doland		0.71%	\$161,163.40	-	-
William H. Epp		0.69%	\$157,397.90	-	-
James J. Rhoades		0.66%	\$150,620.00	-	-
Joseph L. Sirignano		0.66%	\$150,620.00	-	-
Andrew W. Bell		0.60%	\$135,540.00	-	-
Timothy P. Schmidt		0.58%	\$131,792.50	-	-
Sandi K. Yeakley		0.58%	\$131,792.50	-	-
John M. Salman		0.58%	\$131,792.50	-	-
Steven C. Banks		0.58%	\$131,039.40	-	-
Kirby Demott		0.57%	\$129,852.50	-	-
Michael A. Cera		0.55%	\$124,261.50	-	-
Doyle B. Petersen		0.54%	\$123,508.40	-	-
Jeffrey A. Koerner		0.53%	\$120,119.45	-	-
Chin H. Lim		0.52%	\$118,236.70	-	-
Matt A. Card		0.51%	\$115,600.85	-	-

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

Christopher McCoach		0.50%	\$112,965.00	-	-
William J. Zippel		0.50%	\$112,965.00	-	-
Philip A. Walsh		0.50%	\$112,965.00	-	-
James L. Fuda		0.50%	\$112,965.00	-	-
Edward J. Bosack		0.47%	\$107,316.75	-	-
Christopher L. Burns		0.47%	\$106,940.20	-	-

Biggs, Susan

From: Ryan, Mary Jo
Sent: Thursday, June 16, 2016 11:39 AM
To: Biggs, Susan
Cc: Lanzo, Paul
Subject: RE: I-15-4656 - Lin Engineering, Ltd. - JUNE Board - Certification/Disclosure Review, IPB# 22036577

Sue,

Disclosures are approved to move forward for the following:

- 1) Lin Engineering, Ltd.

Thank you,

Mary Jo Ryan
Assistant to Sr. State Purchasing Officer
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515
Office: 630-241-6800 x 2644
Email: mjryan@getipass.com

From: Biggs, Susan
Sent: Tuesday, June 14, 2016 11:04 AM
To: Ryan, Mary Jo
Cc: Lanzo, Paul
Subject: I-15-4656 - Lin Engineering, Ltd. - JUNE Board - Certification/Disclosure Review, IPB# 22036577

Mary Jo,

The following Financial Disclosure has been provided for your review and the Prime Consultant has been added to the spreadsheet.

I-15-4656 - Lin Engineering, Ltd.

This is a June Board agenda item. PSB 15-2 – IBP Notice 22036577

Please note that Lin Engineering is a teaming partner with Alfred Benesch (Managing Partner) and Christopher B. Burke Engineering on this contract.

Please let me know if you need any additional information.

Thanks,
Sue Biggs



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-15-4656

CONTRACTOR NAME: Lin Engineering, Ltd.

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 **Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 1.2 **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.
- 1.3 **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.
- 1.4 **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>).
- 1.5 **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.
- 1.6 **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 June 30 of any year must be submitted to the State no later than July 31 of that 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.

Vendor(s) are required to attest to the standards set forth in this contract and must include the following statement on every one of their invoices delivered to the Tollway pursuant to statute 605 ILCS 10/16.1.

This statement must be imprinted on the invoice or an attachment attesting to the following statement:

Invoice# _____ Invoice Date _____

"The Seller, _____ (insert vendor name) hereby certifies that the goods, merchandise and wares shipped in accordance with the attached delivery invoice have met all the required standards set forth in the purchasing contract".

Authorized Representative

If the Vendor does not comply with attesting to the statute 605 ILCS 10/16.1 this will cause delay in payment.

All invoices must include original order date to ensure accurate and timely payment processing.

1.6.1 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.

1.6.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
4. **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 three 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 three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. 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, 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.

5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their 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.

11. **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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>.
17. **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.
18. **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.
19. **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.

- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. WARRANTIES FOR SUPPLIES AND SERVICES:**
- 24.1 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.
- 24.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 24.3 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.
- 25. REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 25.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

25.2 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.

26. **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.

27. **SUPPLEMENTAL PROVISIONS**

27.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

27.1.1 **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.

27.1.2 **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.

27.1.3 **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.

27.1.4 **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.

27.1.5 **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.

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

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

27.1.5.3 The Tollway is not currently an appropriated agency.

27.2 **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.

27.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS


SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT CC

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

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

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

Agreed: Lin Engineering, Ltd.	Agreed: Illinois Tollway
By: Paul B. Lin	By:
Signed: 	Signed:
Position: President	Position:
Date: 6/9/2016	Date:



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

Date: 6/9/2016

Project Number: I-15-4656

Project Name: Elgin O'Hare Western Access, I-294 to I-90

DELINQUENT DEBT REVIEW

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

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

Delinquent Payment. The 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**

Contractor/Consultant: Lin Engineering, Ltd.

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: info@lineng.com

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

<u>Sub-Contractor(s)</u>	<u>Sub-Contractor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>

Signature: [REDACTED]

Date: 6/9/2016

Printed Name: Paul B. Lin

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name:

Business Name: Lin Engineering, Ltd.

Taxpayer Identification Number:

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

or

Employer Identification Number: 

Legal Status (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
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: June 8, 2016

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 10011

Lin Engineering, Ltd.

576 Oakmont Lane

Westmont IL 60559

Information for this business last updated on:

Tuesday, January 24, 2012

Certificate produced on Tuesday, January 24, 2012 at 10:45 AM



Business EXHIBIT "1"

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To all to whom these Presents Shall Come, Greeting:

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

LIN ENGINEERING, LTD., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 05, 1991, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2ND day of MAY A.D. 2016 .



Authentication #: 1612301900 verifiable until 05/02/2017
Authenticate at: <http://www.cyberdriveillinois.com>

Jesse White

SECRETARY OF STATE

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Lin Engineering, Ltd.

System Vendor Number: 20060734

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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	2/25/2016
Status	Accepted
Business Name	Lin Engineering, Ltd.
Point of Contact	John Lin
Flag Form	Add Flag

A. Business Information	
1. Your Business is Registering as a	Prime contractor and subcontractor <input type="checkbox"/>
2. Name of CEO/Business Owner	Paul B. Lin <input type="checkbox"/>
3. Annual sales/gross receipts	5443698 <input type="checkbox"/>
4. When was your business established?	02/05/1991 <input type="checkbox"/>
5. In what Illinois county(ies) are you conducting business?	The business conducts business statewide. <input type="checkbox"/>
6. Contact Person for this vendor registration	John Lin <input type="checkbox"/>
Contact Person Title	Vice President
Contact Person Phone	6303235168
Contact Person Email	jlin@lineng.com

B. Additional Information	
1. How did you learn about the Illinois Procurement Gateway?	Business Enterprise Program (BEP) / Veterans Business Program (VBP) <input type="checkbox"/> Small Business Set-Aside Program (SBSP)

Additional Information	
Staff Attached File(s)	<div style="border: 1px solid gray; padding: 2px; display: inline-block;">Attach File</div> Refresh List after attaching file(s).

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Lin Engineering, Ltd.

System Vendor Number: 20060734

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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	2/25/2016
Status	Accepted
Business Name	Lin Engineering, Ltd.
Point of Contact	John Lin
Flag Form	Add Flag

C. Small Business Set-Aside Program

1. Would you like to apply for the Small Business Set-Aside Program?	No	
--	----	---

Additional Information

Staff Attached File(s)	<p>Attach File</p> <p>Refresh List after attaching file(s).</p>
------------------------	---

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Lin Engineering, Ltd. System Vendor Number: **20060734**

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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	2/25/2016
Status	Accepted
Business Name	Lin Engineering, Ltd.
Point of Contact	John Lin
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	40 P
2. Select the DHR status of your business	My business had 15 or more employee at any time within the past year. P 91844-00 04/22/2018

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 P

Additional Information	
Staff Attached File(s)	<div style="text-align: center;"> <input type="button" value="Attach File"/> </div> <p>Refresh List after attaching file(s).</p>

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Lin Engineering, Ltd.

System Vendor Number: 20060734

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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	2/25/2016
Status	Accepted
Business Name	Lin Engineering, Ltd.
Point of Contact	John Lin
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. If you are awarded a contract for which there was a current Vendor providing the services covered by that contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by that contract subject to its bid or offer, and (ii) that it shall offer employment to all employees that are then currently employed in any existing bargaining unit who performs substantially similar work to the work that will be performed pursuant to that contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80

Yes

5. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5

Yes

6. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10

Yes

7. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5

Yes

8. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, have entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60	Y
Yes	
9. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12	Y
Yes	
10. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14	Y
Yes	
11. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25	Y
Yes	
12. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30	Y
Yes	
13. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38	Y
Yes	
14. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38	Y
Yes	
15. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50	Y
Yes	
16. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517	Y
Yes	
17. Vendor certifies that if awarded a contract for public works, steel products used or supplied in the performance of that contract shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception in writing. 30 ILCS 565	Y
Yes	
18. If Vendor is awarded a contract worth more than \$5,000 and employs 25 or more employees, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580	Y
Yes	
19. If Vendor is an individual and is awarded a contract worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract pursuant to the Drug Free Workplace Act. 30 ILCS 580	Y
N/A	
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582	Y

Yes

21. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583

Yes

22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584

Yes

23. Vendor certifies that if awarded a contract including information technology, electronic information, software, systems and equipment, developed or provided under any contract, it will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards. 30 ILCS 587

Yes

24. Vendor certifies that if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45

Yes

25. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4, E-11

Yes

26. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105

Yes

27. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2

Yes

28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee whose procurement authority at any time during the one-year period preceding the procurement lobbying activity.

Yes

29. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37 Vendor will not make a political contribution that will violate these requirements.

Yes

30. This applies to individuals, sole proprietorships, general partnerships, and single member LLCs, but is not otherwise applicable. Vendor certifies that he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. (30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133)


N/A

G. Board of Elections (BOE)

1. Is your business registered with the Board of Elections (BOE)?

Yes, I certify my business is registered with BOE.
10011

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Lin Engineering, Ltd.

System Vendor Number: 20060734

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Vendor Registration

Form Name	H. Iran Disclosure
Description	Complete section H, in order to submit this form.
Date Submitted	2/25/2016
Status	Accepted
Business Name	Lin Engineering, Ltd.
Point of Contact	John Lin
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).

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STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22036577 Procurement/Contract #: I-15-4656

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

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

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

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

IPG Registration #: 20060734 IPG Expiration Date: 2/25/2017

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), amended by Public Act No. 97-0895 (August 3, 2012). Yes No

3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)

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 No

4. 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/Public University 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.

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Name	Address	Relationship to Disclosing Entity
None.	None.	None.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: None.

5. 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/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
IDOT	US 30 Reconstruction	Active	\$267,000	IDOT PTB 159/06
IDOT	US 67 from Springlake Rd. to US 136	Active	\$404,000	IDOT PTB 159/24
IDOT	US Route 51 Phase I EIS	Active	\$1,142,000	IDOT PTB 141/24
IDOT	IL 336/US 136 Phase I	Active	\$591,000	IDOT PTB 154/33
IDOT	Phase I for I-55 from I-355 to I-94	Active	\$761,000	IDOT PTB 158/02
IDOT	US 45 from IL 60 to IL 22 Phase II	Active	\$300,000	IDOT PTB 159/01
IDOT	IL 171 at I-55 Interchange Complex	Active	\$512,000	IDOT PTB 154/14
IDOT	US 50 from Lawrenceville to Olney Phase I/II	Active	\$416,000	IDOT PTB 156/42
IDOT	I-290 Bridges from Leavitt to Racine Phase I	Active	\$922,000	IDOT PTB 169/16
ISTHA	Elgin O'Hare West Access	Active	\$1,979,000	ISTHA I-11-4014
ISTHA	I-90 Reconstruction from IL 53 to Higgins Road	Active	\$1,611,000	ISTHA I-11-4017
ISTHA	EOWA Western Access Interchange	Active	\$1,120,000	ISTHA I-13-4622
ISTHA	EOWA I-294 Interchange	Pending	\$2,450,000	ISTHA I-15-4656

6. 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.

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

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: Lin Engineering, Ltd.

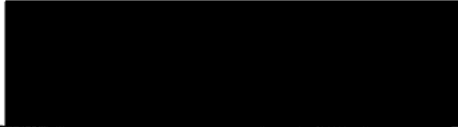
Phone: (630) 323-5168

Street Address: 576 Oakmont Lane

Email: info@lineng.com

City, State, Zip: Westmont, IL 60559

Vendor Contact: Paul B. Lin

Signature: 

Date: June 8, 2016

Printed Name: Paul B. Lin

Title: President

Vendor Registration: View

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Lin Engineering, Ltd.

System Vendor Number: 20060734

Vendor Registration

Name	State of Illinois Vendor Registration
Description	Register to do business with the State of Illinois
Date Submitted	2/25/2016
Status	Accepted
Reviewer	Jean Sandstrom
Date Reviewed	2/26/2016
Public Review Comments	
Private Review Comments	
Expiration Date	2/25/2017
Flag Form	Add Flag

Settings

Small Business Set-Aside Program (SBSP) Registered	No
Registering as a	Prime & Subcontractor

Vendor Information

Business Name	Lin Engineering, Ltd.
Primary Contact	John Lin (change contact)
Primary Contact Email	jliln@lineng.com
Phone	630-323-5168 Ext. 588
Fax	630-323-5174
Company Email	jliln@lineng.com
Tax ID Number	
Company Type	Corporation
Address [edit address]	576 Oakmont Lane Westmont, IL 60559

[View Vendor Profile](#)

Current Vendor Certifications

No current applicable certifications.

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	

Vendor Registration: View Form

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Lin Engineering, Ltd.

System Vendor Number: 20060734

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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	2/25/2016
Status	Accepted
Business Name	Lin Engineering, Ltd.
Point of Contact	John Lin
Flag Form	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. Identify the applicable entity type. 100

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? 100

No

C. Instrument of Ownership or Beneficial Interest 100

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? 100

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.	Attached by John Lin on 2/25/2016
IPG Percentage of Ownership and Distributive Income Form.docx (DOCX)	
IPG Percentage of Ownership and Distributive Income Form(3).docx (DOCX, 125.89 KB)	

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. 100

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. 100

Yes

4. Disclosure of Board of Directors for Not-for-Profit entities. 100

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? 100

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?

EXHIBIT "1"

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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

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

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

Vendor Name: Lin Engineering, Ltd.

DBA: Lin Engineering, Ltd.

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
Paul B. Lin	[REDACTED]	100%	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-15-4656

CONTRACTOR NAME: Christopher B. Burke Engineering, Ltd.

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 1.2 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.
- 1.3 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.
- 1.4 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>).
- 1.5 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.
- 1.6 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 June 30 of any year must be submitted to the State no later than July 31 of that 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.

Vendor(s) are required to attest to the standards set forth in this contract and must include the following statement on every one of their invoices delivered to the Tollway pursuant to statute 605 ILCS 10/16.1.

This statement must be imprinted on the invoice or an attachment attesting to the following statement:

Invoice# _____ Invoice Date _____

"The Seller, _____ (insert vendor name) hereby certifies that the goods, merchandise and wares shipped in accordance with the attached delivery invoice have met all the required standards set forth in the purchasing contract".

Authorized Representative

If the Vendor does not comply with attesting to the statute 605 ILCS 10/16.1 this will cause delay in payment.

All invoices must include original order date to ensure accurate and timely payment processing.

1.6.1 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.

1.6.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
4. **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 three 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 three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. 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, 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.

5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their 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.
11. **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be

modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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>.
17. **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.
18. **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.
19. **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.
20. **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.

21. **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.
22. **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.
23. **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.
24. **WARRANTIES FOR SUPPLIES AND SERVICES:**
 - 24.1 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.
 - 24.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
 - 24.3 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.
25. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
 - 25.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
 - 25.2 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.

26. **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.

27. **SUPPLEMENTAL PROVISIONS**

27.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

27.1.1 **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.

27.1.2 **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.

27.1.3 **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.

27.1.4 **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.

27.1.5 **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.

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

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

27.1.5.3 The Tollway is not currently an appropriated agency.

27.2 **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.

27.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS


SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT CC

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

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

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

Agreed: Christopher B. Burke Engineering, Ltd.	Agreed: Illinois Tollway
By: Michael Kerr	By:
Signed: 	Signed:
Position: Executive Vice President	Position:
Date: June 10, 2016	Date:



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

Date: June 10, 2016

Project Number: PSB 15-2, Item 5, I-15-4656

Project Name: Elgin O'Hare West Access, I-294 to I-90 (between Tri-State Tollway and Franklin/
Green Street and for Tri-State between North Avenue and Wolf Road)

DELINQUENT DEBT REVIEW

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

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

Delinquent Payment. The 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**

Contractor/Consultant: Christopher B. Burke Engineering, Ltd.

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: mkerr@cbbel.com

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

<u>Sub-Contractor(s)</u>	<u>Sub-Contractor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>

Signature: [REDACTED]

Date: June 10, 2016

Printed Name: Michael Kerr

**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: Christopher B. Burke Engineering, Ltd.

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

or

Employer Identification Number: 

Legal Status (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
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: June 10, 2016

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 13254

Christopher B. Burke Engineering, Ltd.

9575 W. Higgins Road
Suite 600
Rosemont IL 60018

Information for this business last updated on:
Tuesday, June 04, 2013

Certificate produced on Wednesday, May 27, 2015 at 4:02 PM



Business EXHIBIT "1"

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To all to whom these Presents Shall Come, Greeting:

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

CHRISTOPHER B. BURKE ENGINEERING, LTD., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 06, 1986, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1616501422 verifiable until 06/13/2017

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 13TH day of JUNE A.D. 2016 .

Jesse White

SECRETARY OF STATE

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Christopher B. Burke Engineering, Ltd.

System Vendor Number: **20316284**

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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	5/17/2016
Status	Accepted
Business Name	Christopher B. Burke Engineering, Ltd.
Point of Contact	Sherry Sporina
Flag Form	Add Flag

A. Business Information	
1. Your Business is Registering as a	Prime contractor and subcontractor
2. Name of CEO/Business Owner	Christopher B. Burke
3. Annual sales/gross receipts	40,355,000
4. When was your business established?	11/01/1986
5. In what Illinois county(ies) are you conducting business?	The business conducts business statewide.
6. Contact Person for this vendor registration	Sherry Sporina
Contact Person Title	Director of Marketing
Contact Person Phone	847-823-0500
Contact Person Email	ssporina@cbbel.com

B. Additional Information	
1. How did you learn about the Illinois Procurement Gateway?	Chief Procurement Office (CPO)
	State Agency

Additional Information	
Staff Attached File(s)	Attach File
	Refresh List after attaching file(s).

Customer Support

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System Vendor Number: 20316284

[Return to Main Form](#)**Vendor Registration**

Form Name	C. Small Business Set-Aside Program
Description	Complete the Small Business Set-Aside Program form
Date Submitted	5/17/2016
Status	Accepted
Business Name	Christopher B. Burke Engineering, Ltd.
Point of Contact	Sherry Sporina
Flag Form	Add Flag

C. Small Business Set-Aside Program

1. Would you like to apply for the Small Business Set-Aside Program?	No	
--	-----------	---

Additional Information

Staff Attached File(s)	Attach File
Refresh List after attaching file(s).	

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Christopher B. Burke Engineering, Ltd.



System Vendor Number: 20316284

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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	5/17/2016
Status	Accepted
Business Name	Christopher B. Burke Engineering, Ltd.
Point of Contact	Sherry Sporina
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	197	
2. Select the DHR status of your business	My business had 15 or more employee at any time within the past year. 94628-00 expires on 3/21/2018	

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	
---	---	---

Additional Information

Staff Attached File(s)

[Attach File](#)

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Christopher B. Burke Engineering, Ltd.

System Vendor Number: 20316284

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

Show only flagged items.

Vendor Registration

Form Name	F - G. Certifications & Board of Elections
Description	Complete section F - G, in order to submit the form.
Date Submitted	5/17/2016
Status	Accepted
Business Name	Christopher B. Burke Engineering, Ltd.
Point of Contact	<u>Sherry Sporina</u>
Flag Form	<u>Add Flag</u>

F. Certifications

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

Yes

2. This applies to individuals, sole proprietorships, general partnerships, and single member LLCs, but is not otherwise applicable. Vendor certifies he/she is not in default on an educational loan. 5 ILCS 385/3

N/A

3. Vendor certifies that it has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable

Yes

4. If you are awarded a contract for which there was a current Vendor providing the services covered by that contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by that contract subject to its bid or offer; and (ii) that it shall offer employment to all employees that are then currently employed in any existing bargaining unit who performs substantially similar work to the work that will be performed pursuant to that contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80

No

5. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5

Yes

6. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10

Yes

7. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5

H15-4656

FORMS B CERTIFICATIONS AND DISCLOSURES

Replacement Certification to IPG Certification #4 (supersedes response in IPG):

If you are awarded a contract for which there was a current Vendor providing the services covered by that contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by that contract subject to its bid or offer; and (ii) that it shall offer employment to all employees that are then currently employed in any existing bargaining unit who performs substantially similar work to the work that will be performed pursuant to that contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80

Yes No

This replacement certification is submitted on behalf of:

Vendor Name: Christopher B. Burke Engineering, Ltd.

Street Address: 9575 W. Higgins Road, Suite 600

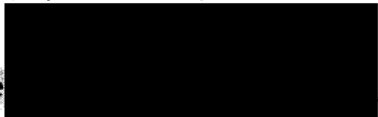
City, State, Zip: Rosemont, IL 60018

Phone: 847-823-0500

Email: mkerr@cbbel.com

Vendor Contact: Michael Kerr

Signature



Date: July 13, 2016

Printed Name: Michael Kerr

Title: Executive Vice President

Yes

8. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, have entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60

Yes

9. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12

Yes

10. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14

Yes

11. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25

Yes

12. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30

Yes

13. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38

Yes

14. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38

Yes

15. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50

Yes

16. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517

Yes

17. Vendor certifies that if awarded a contract for public works, steel products used or supplied in the performance of that contract shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception in writing. 30 ILCS 565

Yes

18. If Vendor is awarded a contract worth more than \$5,000 and employs 25 or more employees, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580

Yes

19. If Vendor is an individual and is awarded a contract worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract pursuant to the Drug Free Workplace Act. 30 ILCS 580

Yes

20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of

Commerce. 30 ILCS 582	
Yes	
21. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583	Y
Yes	
22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584	Y
Yes	
23. Vendor certifies that if awarded a contract including information technology, electronic information, software, systems and equipment, developed or provided under any contract, it will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards. 30 ILCS 587	Y
Yes	
24. Vendor certifies that if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45	Y
Yes	
25. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4, E-11	Y
Yes	
26. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105	Y
Yes	
27. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2	Y
Yes	
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee whose procurement authority at any time during the one-year period preceding the procurement lobbying activity.	Y
Yes	
29. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37 Vendor will not make a political contribution that will violate these requirements.	Y
Yes	
30. This applies to individuals, sole proprietorships, general partnerships, and single member LLCs, but is not otherwise applicable. Vendor certifies that he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. (30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133	Y
N/A	

G. Board of Elections (BOE)

1. Is your business registered with the Board of Elections (BOE)?

Yes, I certify my business is registered with BOE.
13254

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Christopher B. Burke Engineering, Ltd.

System Vendor Number: 20316284

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Vendor Registration

Form Name	H. Iran Disclosure
Description	Complete section H, in order to submit this form.
Date Submitted	5/17/2016
Status	Accepted
Business Name	Christopher B. Burke Engineering, Ltd.
Point of Contact	Sherry Sporina
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? 10

No business operations to disclose.

Additional Information

Staff Attached File(s)

[Attach File](#)

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Customer Support

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STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22036577 Procurement/Contract #: I-15-4656

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

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

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

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

IPG Registration #: 20316284 IPG Expiration Date: May 26, 2017

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), amended by Public Act No. 97-0895 (August 3, 2012). Yes No

3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)

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 No

4. 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/Public University 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/University contract: Click here to enter text.

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

6. 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: Christopher B. Burke Engineering, Ltd.

Phone: 847-823-0500

Street Address: 9575 W. Higgins Road, Suite 600

Email: mkerr@cbbel.com

City, State, Zip: Rosemont, IL 60018

Vendor Contact: Michael Kerr

Signature: 

Date: June 10, 2016

Printed Name: Michael Kerr

Title: Executive Vice President

Current and Pending Contracts

Agency/ University	Project Title	Status	Value	Contract Reference/PO/ PB#
IDOT	I-80 (US Route 45 to US Route 30)	Contract	1,166,799	P-91-152-05
IDOT	Various Safety Assessments	Contract	600,000	P-91-004-09
IDOT	IL 47 from US 14 to Charles Road Phase I <i>SUB to Strand Associates</i>	Contract	404,000	P-91-007-09
IDOT	US Route 45 (from IL 132 to IL 173) Phase I	Contract	1,609,487	P-91-388-10
IDOT	Phase I Studies Various	Contract	2,400,000	P-91-003-11
IDOT	I-290 West of US 12/20/45 to East IL 50 <i>SUB to PB Americas</i>	Contract	1,345,488	P-91-597-10
IDOT	I-55 from I-355 to I-94 <i>SUB to Stantec</i>	Contract	789,381	P-91-762-10
IDOT	IL 47 North of US 34 to IL 71 Phase III	Contract	1,995,287	C-93-085-11
IDOT	Project Management for Phase I, II and or III projects	Contract	5,000,000	D-91-412-12
IDOT	I-90 at Cumberland Ave	Contract	2,091,291	C-91-175-13
IDOT	PTB 169 <i>SUB TO STRAND</i>	Pending Contract	Unknown	D-91-011-14
IDOT	PTB 170, Various Phase I Contracts	Contract	1,200,000	P-91-119-14
IDOT	PTB 172, Various SCAT	Contract	400,000	D-60-031-15
IDOT	PTB 173, Wood Street, Phase II Engineering <i>SUB TO INFRASTRUCTURE</i>	Contract	190,245	D-91-467-14
IDOT	PTB 179, Phase I Studies for Various Drainage Correction Project	Pending Contract	1,200,000	P-21-224-16
Tollway	EOWA, I-294 to I-90 Tri-State and Franklin/Green Street <i>SUB TO ALFRED BENESCH/CBBEL/LIN JV</i>	Pending Contract	2,392,203	I-15-4656
Tollway	Elgin O'Hare Western Access, Construction Management Services	Pending	26,319.01	I-13-4613

Agency/ University	Project Title	Status	Value	Contract Reference/PO/ PB#
	Upon Request <i>SUB TO MICHAEL BAKER</i>	Contract		
Tollway	Tri-State Tollway Burlington Northern Railroad Bridge <i>SUB TO BOWMAN BARRETT</i>	Pending Contract	964,451	RR-14--4222
Tollway	Tri-State Tollway Mile-Long Bridge <i>SUB TO HW LOCHNER</i>	Pending Contract	1,326,200	RR-14-4221
Tollway	I-90, Roadway, Retaining Wall and Bridge Reconstruction and Widening (BCP Tollway Partners, JV)	Contract	9,499,522	I-14-4190
Tollway	I-90, Retaining Wall, Noise Wall and Bridge Widening (BCP Tollway Partners, JV)	Contract	3,797,532	I-13-4100
Tollway	IL Route 53 – IL 120 <i>SUB TO TRANSYSTEMS</i>	Contract	800,000	RR-12-4080
Tollway	Environmental Services Upon Request - Systemwide	Contract	5,000,000	I-11-4032
Tollway	Elgin O'Hare Western Bypass Tollway <i>SUB TO CH2MHILL</i>	Contract	288,160	I-11-4014

June 10, 2016

Vendor Registration: View

Help & Tools

General info | Public Profile | Users | Commodity Codes | Contacts & Owners | Comments | Reviews | Certifications | Site Visits | Registrations

Christopher B. Burke Engineering, Ltd.

System Vendor Number: 20316284

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

Show only flagged items.

Vendor Registration

Name	State of Illinois Vendor Registration
Description	Register to do business with the State of Illinois
Date Submitted	5/17/2016
Status	Accepted
Reviewer	Constance Ratliff
Date Reviewed	5/26/2016
Public Review Comments	
Private Review Comments	
Expiration Date	5/26/2017
Flag Form	Add Flag

Settings

Small Business Set-Aside Program (SBSP) Registered	No
Registering as a	Prime & Subcontractor

Vendor Information

Business Name	Christopher B. Burke Engineering, Ltd.
Primary Contact	Sherry Sporina (change contact)
Primary Contact Email	ssporina@cbbel.com
Phone	847-823-0500
Fax	847-823-0520
Company Email	ssporina@cbbel.com
Tax ID Number	XXXXXXXXXX
Company Type	Corporation
Address [edit address]	9575 W. Higgins Road, Suite 600 Rosemont, IL 60018

[View Vendor Profile](#)

Current Vendor Certifications

No current applicable certifications.

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	1 flag

EXHIBIT "1"



Vendor Registration: View Form

General Info | Public Profile | Users | Commodity Codes | Contacts & Owners | Comments | Reviews | Certifications | Site Visits | Registrations

Christopher B. Burke Engineering, Ltd.

System Vendor Number: 20316284

Return to Main Form

Vendor Registration

Form Name	I. Financial Disclosure & Conflicts of Interest
Description	Complete the Financial Disclosure & Conflicts of Interest form
Date Submitted	5/17/2016
Status	Accepted
Business Name	Christopher B. Burke Engineering, Ltd.
Point of Contact	Sherry Sporina
Flag Form	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. Identify the applicable entity type. 10

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? 10

No

C. Instrument of Ownership or Beneficial Interest 10

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? 10

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.	Attached by Sherry Sporina on 5/17/2016
IPG Percentage of Ownership and Distributive Income Form (1).pdf (PDF)	
Percent of Ownership and Distributive Income (PDF)	
IPG Percentage of Ownership and Distributive Income Form.pdf (PDF)	

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. 10

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. 10

Yes

4. Disclosure of Board of Directors for Not-for-Profit entities. 10

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? 10

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)

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

Vendor Name: Christopher B. Burke Engineering, 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
Christopher B. Burke	[REDACTED]	72	Click here to enter text.	Click here to enter text.	Click here to enter text.
Thomas T. Burke, Jr.	[REDACTED]	28	Click here to enter text.	Click here to enter text.	Click here to enter text.
Christopher B. Burke	[REDACTED]	Click here to enter text.	Click here to enter text.	27	Click here to enter text.
Thomas T. Burke, Jr.	[REDACTED]	Click here to enter text.	Click here to enter text.	10	Click here to enter text.
Michael E. Kerr	[REDACTED]	Click here to enter text.	Click here to enter text.	8	Click here to enter text.

Ownership Share

The percentages listed equal ownership.

Distributive Income

The percentages listed equal distributive income (annual bonus) paid to employees plus any dividends to owners.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/8/2016

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).

Table with columns for PRODUCER, CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, and NAIC #.

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS.

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

All Coverages are in accordance with policy terms and conditions.

Re: Benesch Project No. 10555 (PM: R. Thady); Contract No. I-15- 4656 for EOWA, I-294 to I-90- Tri-State and Franklin/Green Street, Phase II Engineering Services (PSB 15-2, Item 5)

The Illinois State Toll Highway Authority shall be listed as additional insured with respects to General and Auto Liability where required by written contract. Insurance (Excluding Worker's Compensation & Professional Liability) is Primary and Non-contributory.

CERTIFICATE HOLDER

CANCELLATION

Table with columns for CERTIFICATE HOLDER and CANCELLATION.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS INDUSTRYEDGESM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Broadened Named Insured
- B. Incidental Medical Malpractice
- C. Reasonable Force – Bodily Injury Or Property Damage
- D. Non-Owned Watercraft – Increased To Up To 75 feet
- E. Aircraft Chartered With Pilot
- F. Extension Of Coverage – Damage To Premises Rented To You
- G. Personal Injury – Assumed by Contract
- H. Increased Supplementary Payments
- I. Additional Insured – Owner, Manager Or Lessor Of Premises
- J. Additional Insured – Lessor Of Leased Equipment
- K. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises
- L. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations
- M. Who Is An Insured – Newly Acquired Or Formed Organizations
- N. Injury To Co-Employees And Co-Volunteer Workers
- O. Medical Payments Limit
- P. Knowledge And Notice Of Occurrence Or Offense
- Q. Other Insurance Condition
- R. Unintentional Omission
- S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract
- T. Amended Bodily Injury Definition
- U. Amended Insured Contract Definition – Railroad Easement
- V. Additional Definition – Written Contract Requiring Insurance

PROVISIONS

A. BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The Named Insured in Item 1. of the Declarations is amended as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. How-

ever, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission

COMMERCIAL GENERAL LIABILITY

committed by any of your "employees" who is employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic, in providing or failing to provide "incidental medical services" or "Good Samaritan services" to a person.

2. The following is added to the **DEFINITIONS** Section:

a. "Incidental medical services" means medical, surgical, dental, laboratory, x-ray or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances; or first aid.

b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

3. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**

Paragraphs (1) (a), (b), (c) and (d) above do not apply to any of your "employees" who are employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "incidental medical services" or "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to Paragraph 2. Exclusions of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to you or any of your "employees"

for "bodily injury" that arises out of providing or failing to provide "incidental medical services" or "Good Samaritan services", except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

6. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" in providing or failing to provide "incidental medical services" or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

C. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

a. **Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

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

(a) Less than 75 feet long; and

(b) Not being used to carry any person or property for a charge.

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

Any person who, with your expressed or implied consent, either uses or is responsible for the use of a nonowned watercraft that is less than 75 feet and not being used to carry person or property for a charge is included as an insured under this Coverage Part.

E. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured; and
- (b) Not owned by any insured.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in SECTION III – LIMITS OF INSURANCE

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission

of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

G. PERSONAL INJURY – ASSUMED BY CONTRACT

The following replaces Exclusion e., Contractual Liability in Paragraph 2. of SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

H. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:

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

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2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:**

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

I. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

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

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
- b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that "written contract requiring insurance".

2. The insurance provided to such additional insured under this Provision I. is subject to the following provisions:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- b. The insurance afforded to such additional insured does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;
 - (2) Any structural alterations, new construction or demolition operations

performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision I. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

J. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

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

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
- b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- b. The insurance afforded to such additional insured does not apply:
 - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or
 - (2) If the equipment is leased with an operator.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

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

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

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

Any state or political subdivision that has issued a permit is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

M. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED:**

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy pe-

riod, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period.

N. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

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

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of **SECTION II – WHO IS AN INSURED** do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

O. MEDICAL PAYMENTS LIMIT

The following replaces paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown on the Declarations for Medical Expense Limit.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or**

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Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph 4., **Other Insurance** of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

4. Other Insurance

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

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insur-

ance" by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

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 insurance" would pay for the loss in the absence of this insurance; and

- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance 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, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to SECTION V – DEFINITIONS:

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
- (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5. of **LIMITS OF INSURANCE** (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of **LIMITS OF INSURANCE** (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

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

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

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

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-

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son, including death resulting from any of these at any time.

U. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in the **DEFINITIONS** Section is replaced by the following:
 - c. Any easement or license agreement;
2. Subparagraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

V. ADDITIONAL DEFINITION – WRITTEN CONTRACT REQUIRING INSURANCE

The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or written agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

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

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

COMMERCIAL AUTO

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (Other Insurance), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – WRITTEN
CONTRACTS (ARCHITECTS, ENGINEERS AND
SURVEYORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/23/2016

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 Hall & Company A & E Professional Insurance Program, Inc. 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Sally Wallace PHONE (A/C, No, Ext): 360-598-5028 E-MAIL ADDRESS: swallace@hallandcompany.com	FAX (A/C, No): 360-598-3703
	INSURER(S) AFFORDING COVERAGE	
INSURED LINENGI-01 Lin Engineering Ltd 576 Oakmont Lane Westmont IL 60559	INSURER A: Atlantic Specialty Insurance Compan	NAIC # 27154
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1062179968 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Claims Made			DPL541216	4/28/2016	4/28/2017	\$2,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract No. I-15- 4656 for EOWA, I-294 to I-90- Tri-State and Franklin/Green Street, Phase II Engineering Services (PSB 15-2, Item 5)

CERTIFICATE HOLDER ILLINOIS STATE TOLL HIGHWAY 2700 OGDEN AVENUE DOWNSERS 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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2016

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	FAX (A/C, No): 888-621-3173
	E-MAIL ADDRESS: acecclientrequest@marsh.com	
INSURED Lin Engineering Ltd. 576 Oakmont Lane Westmont, IL 60559	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Company Ltd	NAIC # 11000
	INSURER B: Hartford Accident & Indemnity Co	22357
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		84SBWVP4932 Prof. Liab. Excl.	12/10/2015	12/10/2016	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 - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y		84UBGKV2483	12/10/2015	12/10/2016	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	Y		84SBWVP4932	12/10/2015	12/10/2016	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
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	N/A	84WBGZN3983	12/10/2015	12/10/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Job Number: Contract #I-15-4656
Job Description: EOWA, I-294 to I-90- Tri-State and Franklin/Green Street, Phase II Engineering Services (FSB 15-2, Item 5)
Illinois State Toll Highway Authority is included as an additional insured for the above coverages except for WC when required by written contract.
Primary/Non Contributory applies to GL and Auto when required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Illinois State Toll Highway Authority 2700 Ogden Avenue Downers Grove, IL 60515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="background-color: black; height: 20px; width: 100%;"></div>

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.

ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

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

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

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

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

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

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

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

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

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

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

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

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

Other Insurance

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

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

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

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

c. Method Of Sharing

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

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

Waiver of Subrogation

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2016

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 Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg, IL 60173	CONTACT NAME: Shawna DeFalco PHONE (A/C, No, Ext): (847) 463-7120 FAX (A/C, No): (847) 220-9234 E-MAIL ADDRESS: sdefalco@assuranceagency.com
	INSURER(S) AFFORDING COVERAGE INSURER A :Starr Surplus Lines Insurance Compa INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Christopher B. Burke Engineering, Ltd. 9575 W. Higgins Road Suite 600 Rosemont, IL 60018	CHIRIBBU-01

COVERAGES **CERTIFICATE NUMBER: 686975232** **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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			SLSLPRO26220016	6/1/2016	6/1/2017	Each Occurrence \$2,000,000 General Aggregate \$4,000,000

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

Contract Number I-15-4656

The limits shown above are for the entire practice policy and are not dedicated to any single project. - Proof of Insurance Only

CERTIFICATE HOLDER

Illinois State Toll Highway Authority
2700 Ogden Avenue
One Authority Drive
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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal 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 premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

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

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00)-01

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ALL PERSONS OR ORGANIZATIONS THAT ARE PARTIES TO A CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT, PROVIDED YOU EXECUTED THE CONTRACT BEFORE THE LOSS.

Contract Information Sheet

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

Joint Venture / Team: ABLECB_TM

Lead Partner: Alfred Benesch & Company

2nd Partner: Lin Engineering, Ltd.

3rd Partner: Christopher B. Burke Eng. Ltd.

Contract Number: I-15-4656

Proposal Date: 5/31/2016

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: I-15-4656 Joint Venture / Team: ABLECB_TM

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Concept	789	787	789													2365
Design Package 1	3301	2313	2313	2313	2313	2313	2312	2312	2312							21802
Design Package 2				506	265	264	264	264	264	264	264	264	276	264		2631
Design Package 3				3046	2592	2592	2592	2592	2592	2592	2592	2592	2591	2592		23781
Design Package 4																
TOTALS	4090	3100	3102	5865	5170	5169	5168	5168	5168	2856	2856	2867	2867	2856	2867	50579

Contract Number: I-15-4656

Joint Venture / Team:

ABLECB_TM

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept														
Design Package 1														
Design Package 2	340	340	340	340	340	340	340	340	259	257	257	255	3748	
Design Package 3	2590	2590	2592	2591	2591	2591	2591	2591	995	993	993	993	24701	
Design Package 4									890	2138	2136	2136	7300	
TOTALS	2930	2930	2932	2931	2931	2931	2931	2931	2144	3388	3386	3384	35749	

Contract Number: I-15-4656 Joint Venture / Team: ABLECB_TM

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept															
Design Package 1															
Design Package 2															
Design Package 3															
Design Package 4	2136	2136	2136	2136	2133										10677
TOTALS	2136	2136	2136	2136	2133										10677

Contract No.: I-15-4656 Joint Venture / Team: ABLECB_TM

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>111,682.00</u> (Total Work Hours from Exhibit C-2)	\$ <u>47.01</u> (Average Hourly Rate: Total Direct Salary divided by Total Work Hours)	TOTAL DIRECT SALARY \$ <u>5,249,996.51</u>
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Multiplier to be used on this project: 2.80
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 14,699,990.23

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(Total for Joint Venture/Team listed above.)

TOTAL DIRECT COSTS \$ 432,227.86

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 3,429,793.43

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ 5,880,000.00

TOTAL SERVICES BY OTHERS \$ 9,309,793.43

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 24,442,011.52

Exhibit F

Scope of Work

**Elgin O'Hare Western Access (EOWA),
Western Access - I-294 (M.P. 0) to I-90 (M.P. 6.2)
Tri-State Tollway – I-290 (M.P. 31.6) to Wolf Road (M.P. 36.3)**

Contract No. I-15-4656

Illinois State Toll Highway Authority (Tollway)

I. PROJECT DESCRIPTION

This project is to perform Phase II engineering services for the preparation of contract plans and specifications and project related permits for the Elgin O'Hare Western Access mainline from I-294 to I-90 in DuPage and Cook Counties, Illinois. This project is for the Western Access corridor between the Tri-State Tollway and Franklin Street/Green Street and for the Tri-State Tollway between I-290 and Wolf Road in Cook County, Illinois. The scope of proposed improvements includes constructing new mainline pavements along the Tri-State Tollway and Western Access corridors, directional ramp construction, local roadway improvements, drainage improvements, retaining wall construction, earthwork, traffic barriers, lighting installation, installation of storm sewers and drainage structures, maintenance of traffic, pavement markings and other miscellaneous construction.

The following contracts are anticipated to be included (designations as defined in the EOWA Concept (30%) Phase Design prepared by the Design Corridor Manager (DCM)):

- a. Construction Contract S04/S05/S06: Western Access – Tri-State Tollway to Franklin Avenue/Green Street interchange.
- b. Construction Contract TBD: Southbound Tri-State Tollway widening and reconstruction – Grand Avenue to I-290.
- c. Construction Contract TBD: Northbound Tri-State Tollway widening and reconstruction – Grand Avenue to I-290.

The interchange design and construction will involve coordination with the Central Tri-State Corridor reconstruction project between 95th Avenue and Balmoral Avenue. Since the Tri-State Tollway work included within the design section will likely precede design and construction of other segments of the Central Tri-State Tollway corridor by others, additional Design Section Engineering Services are required to be performed as it relates to establishing and implementing Tri-State Tollway corridor standards and criteria in coordination with the Central Tri-State Tollway Design Corridor Manager. Design Section Engineering Services for advance work contracts are also required with limits to be determined for the following contracts:

- a. Contract TBD – Advance Earthwork and Retaining Wall Construction
- b. Contract TBD – Beam Fabrication
- c. Contract TBD – Advance Work – Misc
- d. Contract TBD – Southbound Tri-State Tollway Exit Ramp to County Line Road.
- e. Aesthetics Studies (Tri-State Tollway and Western Access)

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-15-4656

The Design Section Engineer's (DSE) services under Contract I-15-4656 shall consist of Phase II engineering services for the above described project, together with the

identification of potential utility conflicts as per the requirements of the Tollway's Design Section Engineer's Manual, dated March 2015, as amended by the Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Tollway jurisdiction. The design criteria and policies, materials and construction requirements of the Illinois Department of Transportation or other applicable local agency criteria shall apply outside the Tollway jurisdiction area.

The Illinois Department of Transportation (IDOT) has advanced the EOWA project through the planning stage. The planning stage of the project was completed under a separate contract in two parts, or "tiers." Tier One was completed in June 2010 with the signing of the Record of Decision (ROD). The Tier One planning process, which included the preparation of a Tier One Environmental Impact Statement (EIS), defined an overall preferred multi-modal transportation plan for the study area, essentially identifying the type and location of the proposed improvements, at a conceptual level of detail. During Tier Two, IDOT and the Tollway conducted more detailed environmental and engineering studies. The Tier Two EIS identifies environmental impacts and proposed mitigation based on the refined preliminary design features. The Tier Two Draft EIS was completed in the spring of 2012, followed by the Tier Two Final EIS in December 2012, and design approval via the associated Combined Design Report in February 2013. In addition to the IDOT led Phase I studies, Tollway Contract I-11-4014 provides Design Corridor Management services for the EOWA project, including supporting concept design studies. The following deliverables will be provided to the Contract I-15-4656 DSE via the separate IDOT studies and/or the DCM contract:

1. Tier One Environmental Impact Statement.
2. Tier Two Environmental Impact Statement.
3. Combined Design Report.
4. Technical Memoranda and Studies including Interchange Type Studies and FAA 7460 review materials.
5. Existing and Proposed Drainage Plans.
6. Hydraulic Reports for all waterway crossings within the project limits.
7. Master Plan Report and Plans.
8. Concept Design Report and Plans
9. Structure sketches for proposed new bridges and retaining walls within the project limits (see Table A).
10. The Design Corridor Manager will provide preliminary right of way requirements and associated cost analyses for the project.

More specifically, the project improvements require design tasks for which design services shall be provided by the DSE to include, but not be limited to the following:

A. MASTER PLAN AND CONCEPT DESIGN REQUIREMENTS

The DSE will be responsible for reviewing the Phase I Engineering documents completed to date as referenced above and providing concept (30%) design deliverables as further defined herein.

The DSE review of Phase I Engineering documents prepared to date shall include, but not necessarily be limited to, the following:

1. Project scope.
2. Project budget.
3. Project schedule. The DSE shall confirm or provide a recommendation as to the construction schedule for proposed construction contract packages within the contract limits. The DSE shall coordinate with the DCM to ensure that schedules are supported and can be accommodated within the overall EOWA Master Corridor Schedule.
4. ITS Scope.
5. Project concept review including geometrics, right-of-way requirements, materials, maintenance of traffic, drainage, number of construction contracts, design criteria, cost benefit analysis, alternatives analysis and all other appurtenant and miscellaneous items. The DSE will include a review of the Tri-State Tollway at County Line Road/U.S. 20/Illinois Route 64 design prepared by others and which includes construction of a new Southbound Tri-State Tollway exit ramp to County Line Road.
6. Design Criteria Review.
7. Design Deviations prepared to date.
8. Evaluation of Roadside obstacles in accordance with the Tollway's Traffic Barrier Guidelines, latest edition. The DSE will meet with the Tollway and DCM to confirm expected level of analysis.
9. Review of Utility coordination and utilities studies performed to date, perform a field review and submit Notice of Interference forms. The DSE is responsible for Utility Coordination in accordance with the DSE Manual.
10. Review of Phase I environmental documents (including Tier Two EIS) to confirm potential issues related to biological, cultural, noise, air, hazardous/special waste, pedestrian/bike accommodations, land use, zoning, etc.
11. Review Coordination with IDOT, regulatory and local agencies performed to date and confirm commitments and future required action including identification of agreements and municipal/county design issues.
12. Review of available survey information furnished by the DCM and confirmation of completeness or need for additional information. DSE responsibilities with regard to Field Survey services outlined in Section III.

B. PRELIMINARY AND FINAL DESIGN ENGINEERING

1. ROADWAY REQUIREMENTS
 - a. Utilize existing survey mapping, for developing exhibits, right-of-way analysis, etc.
 - b. Identify utility impacts on construction, right-of-way, costs, and project schedule. Subsurface Utility Engineering services (SUE) if required, will be provided by others.
 - c. Conduct supplementary survey and right-of-way studies as required.
 - d. Develop maintenance of traffic and construction staging alternates and corresponding progress schedules.

2. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

- a. During this phase, the DSE shall perform designs and prepare contract plans and documents for implementation of project improvements to include, but not be limited to, the following:
 - I. Design services for preparing contract plans, special provisions and estimates for widening and reconstruction and rehabilitation of existing mainline and ramp pavements and bridges as defined by the Tollway.
 - II. Performing bridge inspections for existing bridges to be rehabilitated and preparing Bridge Condition Reports and making recommendations for the scope of required services.
 - III. Design services for preparing contract plans, special provisions and estimates for new mainline and ramp pavements as defined by the Tollway.
 - IV. Performing Bridge Type Studies for new bridges proposed to be constructed.
 - V. Performing Type, Size and Location (TS&L) drawings for new bridge and retaining wall construction.
 - VI. Design services for preparing contract plans, special provisions and estimates for new bridges, retaining walls and interchanges.
 - VII. Design of All Electronic Tolling infrastructure.
 - VIII. Performing analyses for new drainage structure installation and modification of the existing drainage system.
 - IX. Erosion control for all construction zones.
 - X. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual.
 - XI. Design services for preparing plans, contract plans and special provisions for installation of pavement markings, delineators and signage for the contract limits.
 - XII. Provide barrier warrant analyses for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
 - XIII. Electrical design services for updating existing roadway and underpass lighting and installing new roadway and underpass lighting as required by the Tollway's Lighting Standards and design criteria.
 - XIV. Perform detailed design for all overhead, cantilever, and ground mounted sign structures within the contract limits .
 - XV. Provide maintenance of traffic plans including those for impacts to local facilities.
 - XVI. Utility coordination for protection and / or relocation of utilities.
 - XVII. Preparation of plats of acquisition and legal descriptions.
 - XVIII. Coordinate and prepare railroad agreements.
 - XIX. Perform geotechnical studies.
 - XX. Prepare all required permits.
 - XXI. Perform INVEST planning and design evaluations.

- XXII. **Perform environmental studies.**
- XXIII. Coordination with the Illinois Tollway and DCM with regard to environmental issues including, but not limited to ACOE, IEPA, NPDES, IDNR-OWR. The following tasks have been or will be completed and will be provided to the DSE: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, tree transect survey, Special Waste Assessment, and Noise Analysis. The DSE will be responsible for performing detailed tree classification surveys. The DCM will prepare a comprehensive inventory of required permits for the overall EOWA project, secure select permits and approvals (including FAA approval and corridor-wide 404/401 permits), and support coordination of other required permits to be secured by the DSE. See Table B for information regarding permitting responsibilities. Required permit submittals for the project include, but are not limited to: approval from Federal Aviation Administration; permits from the U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, U.S. Fish and Wildlife, Metropolitan Water Reclamation District, IDOT, Local Agencies, Local Soil and Water Conservation Districts, Local Forest Preserve Districts, Railroads, etc. The DSE will review and confirm the overall permits inventory as identified by the DCM. The DSE will support the DCM in securing other required construction permits in conformance with the established schedule, including preparation of permits not being prepared by the DCM. The DSE will be required to furnish plans, calculations, etc. as required for permit submittals. The DSE shall coordinate permit requirements with the DCM throughout the design phase. The DSE shall be responsible for ensuring that permit submittals and approvals are consistent with contract schedules.
- XXIV. All other appurtenant and miscellaneous items.

The following structures are included in this project:

- Tri-State Tollway over Grand Avenue.
- Tri-State Tollway over Union Pacific Railroad.
- Northbound Tri-State Tollway to Northbound Western Access Ramp over Tri-State Tollway and Union Pacific Railroad.
- Southbound Western Access to Southbound Tri-State Tollway over Union Pacific Railroad.

C. STRUCTURAL CONSTRUCTION

1. Perform detailed inspections and preparation of bridge condition reports of structures, including life cycle cost analyses for existing structures within the project limits with recommendations to be reviewed and approved by the Tollway.

2. The DSE will prepare Type, Size and Location plans for proposed bridges (see Table A), retaining walls and culverts as required within the project limits.
 - a. The DSE shall investigate the use of shallow depth precast beams where possible/practical. The Illinois Tollway has developed base sheets for 45-inch and 54-inch modified bulb-T girders similar to those used in Wisconsin. These girders have the potential to replace some steel spans and may be more efficient than traditional IDOT precast beam sections.
 - b. The DSE shall investigate the use of mixed superstructure types for individual bridges to increase the use of precast concrete superstructures.
 - c. The use of Mechanically Stabilized Earth (MSE) retaining walls will need to be verified by the DSE, with consideration of Illinois Tollway structural design criteria, during development of detailed grading plans and type, size, and location studies.

D. ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts. Precautions should be taken to limit wetland impacts to those presented in the Section 404 permit application resulting from Phase 1 studies. The DSE shall coordinate immediately with the DCM if design changes result in an increase in impacts as coordination with regulatory resource agencies would be required.
2. Completion of a two- part Environmental Studies Inventory Sheet (ESIS). Part I shall be submitted no more than four weeks following notice to proceed. Part II shall be submitted with preliminary plans.
3. Evaluate and develop erosion control plans/measures if necessary.
4. Preparation of plans as required for ACOE review of resource impacts and shall include appropriate details including grading plans, soil erosion and sediment control plans, Best Management Practices plans, existing and proposed drainage plans and wetland/waters mitigation plans.

E. DRAINAGE

1. The existing drainage included in the Concept Plan will be reviewed by the DSE to determine level of completeness and to identify potential additional drainage survey requirements.
2. Drainage calculations including culvert and storm sewer sizing will be provided by the DSE.
3. Analysis of alternatives for the proposed drainage system will be required by the DSE. Anticipated alternative includes the staging of the proposed drainage improvements, detention alternatives, and best management practices.

4. The concept proposed drainage plan and profile sheets will be completed by the DSE to display the proposed drainage design. The proposed right-of-way and easement requirements will be evaluated to accommodate the proposed drainage design.

F. MAINTENANCE OF TRAFFIC

The DSE shall prepare Maintenance of Traffic deliverables in accordance with Tollway's Design Section Engineer's Manual, dated March 2015, as amended by the Tollway. The maintenance of traffic plans and studies shall provide for protection and maintenance of Tollway and crossroad traffic, and maintenance of toll operations during construction. The DCM shall coordinate traffic staging and maintenance of traffic for the corridor with the individual DSEs for the project. The coordination shall include ensuring that regional impacts are minimized and to ensure that traffic is maintained during construction. Contract completion dates shall be coordinated between design contracts. The existing number of traffic lanes shall be maintained on the mainline in each direction on the Tri-State Tollway during peak hours.

G. UTILITIES

1. The DSE shall coordinate with utility companies and with the DCM throughout the design phase. The DSE shall be responsible for ensuring that utility relocation activities are consistent with contract schedules.
2. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
3. Verify location of existing communications cables and utilities with respect to the proposed improvements.
4. All utilities coordination shall be performed in accordance with the DSE Manual, specifically with requirements of Subsection 4.5.15 and Section 6.

H. GEOTECHNICAL

1. For the bridges, retaining walls, lighting foundations and traffic signal foundations the DSE will select proposed boring locations for approval by the Illinois Tollway. The DSE will be responsible for providing information to the DCM as required for obtaining right of entry and permits to perform any subsurface exploration. Laboratory testing of selected soil samples will be performed by DSE.
2. The DSE will provide subsurface exploration, utility checks, laboratory testing, and a Soil survey Report. Pavement corings will be taken at locations selected by DSE to gather information for pavement design. Pavement design for local system roadways will be provided by the agency having jurisdiction of the roadways and the Illinois Tollway will determine mainline and ramp pavement section designs. The DCM will

provide applicable agencies and the Illinois Tollway with information necessary for designing pavement sections.

3. The DSE will prepare Structural Geotechnical Reports (SGR) that summarizes the exploration and studies described above. The SGR will follow the Tollway SGR procedure. The SGR contains geotechnical recommendations related to bridge foundations, retaining wall foundations, slope walls, side slopes, pavement, lighting foundations, and traffic signal foundations.

III. DESIGN SECTION ENGINEER'S (DSE's) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The DSE shall furnish services in accordance with the articles contained in the Illinois Tollway DSE Manual and all applicable Tollway Criteria, Manuals and Bulletins.

B. FIELD SURVEY

1. The DCM will provide available survey information to the DSE. The DCM will establish a centerline and benchmarks for subsequent use by DSE for the Western Access Tollway. For the Tri-State Tollway, the DSE will be responsible for establishing the centerline and benchmarks. The DSE will review the survey information and coordinate discrepancies with the DCM. Additional benchmarks will be provided by the DSE as necessary.
2. The DSE shall perform all additional survey work necessary for the design of the project in accordance with the appropriate sections of the DSE Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
3. Maximum use should be made of the Tollway's and other agencies' record drawings and design plans; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
4. The DSE shall obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
5. The DSE shall utilize record drawings and verify features in the field. Utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
6. All coordination with Agencies, including but not limited to the Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway and DCM. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.
7. All coordination with railroads shall be conducted through the DCM, and per the DSE Manual.

IV. REQUIRED SUBMITTALS TO THE ILLINOIS TOLLWAY

Submittal requirements shall be in accordance with the DSE Manual with special attention to, but not limited to, the following:

- A. MASTER PLAN SUBMITTAL REQUIREMENTS
- B. CONCEPT SUBMITTAL REQUIREMENTS:

Master Plan and Concept Design has been performed by IDOT and by Tollway Contract I-11-4014. The geometric layout of the Tri-State Tollway/Western Access system interchange and Tri-State Tollway alignment and cross section included in Contract No. I-15-4656 will require further study during the concept design stage. The EOWA, Project D1 Final Concept Plans, submitted December 2013, do not necessarily reflect the final alignment of the Tri-State Tollway and Tri-State Tollway and Western Access interchange. The DSE will prepare an updated concept (30%) design within the project limits which will include the recommended horizontal geometry and vertical profile in accordance with the Tollway's Design Section Engineer's Manual, dated March 2015, as amended by the Tollway, and as otherwise noted below, which shall include, but not be limited to, the following:

1. Review of the Master Plan and Concept design documents prepared to date including submittal of a technical memorandum detailing findings and providing recommendations for advancement to preliminary (60%) design.
2. A visual pavement condition survey of existing roadways within the limits of the proposed improvements.
3. Prepare a Maintenance of Traffic Concept Plan for each construction contract proposed. The plan shall be submitted to agencies having jurisdiction over proposed roadways included in the plan for review prior to advancement of subsequent phases of design. The plan shall also be coordinated with adjacent design sections.
4. Update and submit right of way requirements for each construction contract. The right of way requirements shall be submitted on plan drawings and shall include all permanent right of way and permanent and temporary easements required for construction of the proposed improvements for contracts that the DSE is responsible.
5. A construction contract packaging schematic and concept level design and construction schedule for contracts for which the DSE is responsible.
6. Updated concept design for the following components: Drainage, Erosion and Sedimentation Control, Barrier Warrant Analysis Location, Lighting and Landscaping Plans.
7. Signing Strip Maps by construction contract which are applicable to interim phases of construction and operation of independent tollable segments of roadways.
8. *Drainage Design Concept Report* for the updated system interchange form exhibited in the *EOWA Project D1, Final Concept Plans (December 2013)*. The report will follow the requirements listed in the Illinois Tollway

Drainage Design Manual, March 2015. The DSE will review and modify drainage concepts presented in the *EOWA Project D1, Final Concept Plans* (December 2013). The *Drainage Concept Design Report* will present the nature of the required improvements, demonstrate the intent of the proposed design and verify compliance with the established design criteria. The Report will include all supporting data, back-up information and drawings.

9. The DSE will be responsible for updating the proposed drainage system concept design to reflect the revised system interchange concept presented in the *EOWA Project D1, Final Concept Plans* (December 2013). The DSE will review and modify concepts presented in the *EOWA Project D1, Final Concept Plans* (December 2013). As part of the report, the DSE will develop options for reduction in right of way requirements associated with proposed drainage concepts.
10. The DSE will be responsible for updating the landscaping and soil erosion/sedimentation control measures concept design to reflect the revised system interchange concept presented in the *EOWA Project D1, Final Concept Plans* (December 2013). The DSE will review and modify concepts presented in the *EOWA Project D1, Final Concept Plans* (December 2013).
11. The DSE will be responsible for updating the roadway lighting concept design to reflect the revised system interchange concept presented in the *EOWA Project D1, Final Concept Plans* (December 2013). The DSE will review and modify concepts presented in the *EOWA Project D1, Final Concept Plans* (December 2013).
12. Bridge Type Studies for proposed structures in accordance with Tollway Structure Design Manual, dated March 2015, as amended by the Tollway.
13. Context Sensitive Solutions and Aesthetics recommendations.
14. Concept Design Updates based upon coordination with project stakeholders.

The DSE review of Master Plan and Concept Design referenced above shall include preparation and submittal of a Concept Design Review Technical Memorandum which includes items identified in II.A. above and includes the following:

- a. The DSE shall confirm and concur with the following or provide a recommendations for proceeding during preliminary and final design:
 - a. Scope of Work.
 - b. Construction Contract Schedules.
 - c. Right of Way Requirements.
 - d. Construction Contract Packaging.
 - e. Phase I Environmental Commitments.
- b. Operating budget impact analysis (impact to Tollway Maintenance, Tollway Traffic Operations, Tollway Business Systems).
- c. Identification of signing requirements and coordination of needs with Tollway Sign Shop through the Design Corridor Manager (DCM).

In addition, the DSE shall perform the following during this phase:

- a. Coordination of any additional right of way requirements through the DCM. The DSE shall be responsible for ensuring that right of way acquisition activities are consistent with contract schedules.
- b. Field review and statement of existing pavement and roadside conditions including drainage facilities. Color photos of typical and special conditions are required.
- c. Identify any additional required design deviations. When a design deviation is sought, the DSE will start a Request For Design Deviation to Criteria (F4000.05). If agreed upon the form will be completely filled out and signed by all parties listed for signature.
- d. The DSE shall review utility coordination performed to date, verify potential conflicts for the project through concept design and complete Notification of Interference forms for all anticipated utility interferences.
- e. The DCM will prepare a comprehensive inventory of agreements for the overall project including railroad agreements. The DCM will be responsible for securing railroad agreements with technical support from the DSE. The DSE will review and confirm the overall agreements inventory as identified by the DCM and support the DCM in securing other required agreements in conformance with the established schedule, including preparation of agreements not being prepared by the DCM (see Table B).
- f. The DCM will coordinate system-wide design implementation. The DSE will incorporate site specific design services provided by others as specified in the DSE Manual, amended by the *Project-wide All Electronic Tolling and Intelligent Transportation Systems Design Criteria* document, dated July 2013.
- g. Right of Way requirements, permitting requirements, potential utility conflicts and required railroad and intergovernmental agreements shall be identified.
- h. The DSE will prepare Type, Size and Location Drawings for bridges, retaining walls and culverts proposed. An updated proposed profile will be prepared by the DSE reflecting proposed refinements resulting from structural recommendations (TS&Ls) and through coordination with the adjacent DSEs are necessary.
- i. Concept Cost Estimate Review. The DSE shall review the cost estimate prepared by the DCM and shall update the cost estimate or provide a statement concurring with the estimated cost.
- j. Concept Plan Legacy Comment Review. The DSE shall review unresolved comments received pertaining to the Concept Design Plans from involved agencies. Comments applicable to Contract I-15-4656 shall be compiled and presented in the technical memorandum.

C. FINAL DESIGN SERVICES AND SUBMITTALS REQUIRED:

1. Preparation of preliminary, pre-final and final contract documents, special provisions, design and quantity calculations and construction schedule to be reviewed by the Tollway. Plans should be prepared as specified in accordance with Tollway's Design Section Engineer's Manual, dated

March 2015, as amended by the Tollway. In addition to the Illinois Tollway, plans and contract documents will be submitted for review to involved federal, state and local agencies including, but may not limited to IDOT, DuPage County, Cook County, Village of Franklin Park, City of Elmhurst, City of Northlake, Village of Bensenville, Canadian Pacific Railway and Union Pacific Railway

2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSEs and the DCM as often as required to insure the final contract documents of all contracts relating to the limits are coordinated. The DSE shall be responsible for coordinating with the DCM to ensure that design submittals are consistent with other corridor submittals.
3. The DSE shall be responsible for coordinating designs with the DCM and Tollway User Departments, including but not limited to, Toll Services, Traffic Operations, Maintenance and Business Systems.
4. Maintenance of traffic and construction staging.
5. The DSE will be responsible for preparing and coordinating construction cost estimates with the DCM and Tollway in accordance with the DSE Manual. The DSE is responsible for tracking the scope and cost estimate for construction contracts and coordinating changes with the DCM and Tollway throughout the design phase. Final construction cost estimates will be developed by the DSE.
6. The DSE shall coordinate with federal, state and local agencies in order to ensure compliance with specified agency requirements and compatibility with adjacent project improvements. Coordination shall occur during the preparation of preliminary, pre-final and final plans as well as required following plan submittals and receipt of agency comments. Anticipated agency involvement includes, but may not be limited to, IDOT, DuPage County, Cook County, Village of Franklin Park, City of Elmhurst, City of Northlake, Village of Bensenville, Canadian Pacific Railway and Union Pacific Railway.
7. Preparation of plats of acquisition and legal descriptions.
8. All other submittals as required in the DSE Manual.
9. The DSE shall utilize established tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
10. Coordinate with the Tollway Project Manager and DCM on sending individual letters to state, municipal, township, county and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under Tollway consideration and comment on community issues of concern or support.
11. Coordinate with the Tollway Project Manager, and the Tollway's Planning Division, and the DCM on meeting with individual property owners, neighborhood groups and their local officials as required to address their questions or concerns regarding indirect project impacts.
12. Provide required information to support the Illinois Tollway's coordination activities with the EOWA Local Advisory Committee.
13. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.

14. The DSE is responsible for submittal of documents required during contract advertisement and as required for contract addenda in accordance with the DSE Manual. The DSE shall coordinate with the DCM and Tollway as necessary.
15. Analysis and recommendations shall be made for bridge repairs or reconstruction. Bridge Condition Reports shall contain life cycle cost analyses. The life cycle cost analysis (LCCA) shall be performed in accordance with procedures outlined in Publication No. FHWA-SA-98-079. The analysis shall use the following: Nominal discount rate of 6 %; inflation rate of 5 %; life of new bridge deck equal to 50 years; a new bridge deck will be overlaid after 25 years of service, life of new bridge substructure shall be 100 years; and utilize typical unit prices developed by the Tollway.

V. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

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

1. Items identified in Section II.
2. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Tollway's website at www.illinoisvirtualltollway.com.
3. Available structural inspection reports from current jurisdictional agencies of existing bridges within the project limits.
4. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
5. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Design Manual can be obtained from the Tollway's website at www.illinoistollway.com.
6. Copy of Illinois Tollway Railroad agreements (as required)
7. Copy of Bridge Condition Reports (as required)
8. Maintenance Section Reports (as required).
9. All other reports and engineering submittals performed to date (as required).

PROJECT SCHEDULE

**Contract No. I-15-4656
Elgin O'Hare Western Access, I-294 to I-90
Tri-State Tollway – I-290 to Wolf Road**

SCHEDULE

1.	Scoping Meeting	11/4/2015
2.	Design Scope Submittal	11/15/2015
3.	Design Scope Approval	12/2/2015
4.	Notice to Proceed	9/1/2016
5.	Project Kick-Off Meeting	9/8/2016
6.	Concept Submittal	4/1/2017
7.	Preliminary Submittal	TBD
8.	Pre-final Submittal	TBD
9.	Final Submittal	TBD
10.	Advertise	October 2017 ^a
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	March 2018 ^a

^a Listed dates are subject to change and correspond to the advertisement date and construction start dates for the earliest roadway contract.

**TABLE A:
BRIDGES LOCATED WITHIN THE PROJECT LIMITS**

**Contract No. I-15-4656
Elgin O'Hare Western Access, I-294 to I-90
Tri-State Tollway – I-290 to Wolf Road**

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge ¹	Maintenance**
233,234	NB/SB	33.35	Tri-State Tollway over North Avenue	O	TBD	A
285, 286	NB/SB	35.5	Tri-State Tollway over Grand Avenue	O	TBD	A
287,288	NB/SB	35.8	Tri-State Tollway over Union Pacific Railroad	O	TBD	A
TBD	NB to NB	TBD	Northbound Tri-State Tollway to Northbound Western Access Ramp over Tri-State Tollway and UPRR	O	TBD	A
TBD	SB to SB	TBD	Southbound Western Access to Southbound Tri-State Tollway over Union Pacific Railroad	O	TBD	A

- ** A Type – Illinois Tollway has complete maintenance responsibility.
- ** B Type – Illinois Tollway has partial maintenance responsibility.
- ** C Type – Illinois Tollway has complete or partial maintenance responsibility.

¹ Bridge type and span arrangements subject to confirmation by the DSE through Type, Size and Location studies.

**TABLE B:
EOWA PERMITTING AND AGREEMENTS RESPONSIBILITY MATRIX**

Element	Responsibility		
	DCM	DSE	Others
Permits			
Overall Permitting	Management of the overall permitting delivery and schedule. The DCM will be the central point of contact with all agency permit coordination.	Identification of permitting requirements for individual construction contracts; permitting support/preparation as defined below. Direct agency coordination will be determined by the DCM.	
404	Wetland delineation, Permit application; additional information requests; permit terms/conditions; permit acquisition.	Permit compliance within PS&E; detailed plan review; reconciliation of comments in 95% plans.	Construction enforcement by Tollway CM.
401	Permit application; additional information requests; permit terms/conditions; permit acquisition.	Permit compliance within PS&E; detailed plan review; reconciliation of comments in 95% plans.	Construction enforcement by Tollway CM.
Soil Water Conservation Districts (North Cook and Kane/DuPage SWCD's)	Agreement preparation assistance..	Permit compliance; 95% plan review of SESC plan with SWCD's.	Agreement preparation; enforcement/weekly inspections by SWCDs in coordination with Tollway CM.
Floodway Construction Permits	Preliminary stream hydrology/model data.	Validation/verification of stream hydrology for inclusion; permit application; additional information requests; permit terms and conditions; permit acquisition.	Construction enforcement by Tollway CM.
FAA 7460 Review's	Preparation/processing of 7460 review packages for construction impacting O'Hare/Schaumburg airspace; assist with identification of critical locations.	Preparation of plan sheets identifying critical locations affecting airspace; identification of construction means/methods, equipment usage, and construction duration in critical areas.	Construction enforcement by Tollway CM.
DuPage County Stormwater Management Plan Review	Design coordination and oversight.	Design coordination.	
Federal, State and Local Agency Construction Permits	Design coordination and oversight.	Permit application for each construction contract; additional information requests; permit terms and conditions; permit acquisition.	
MWRD – plan review and approval	Early coordination and development of conceptual engineering for affected facilities. Oversight of permit acquisition from the MWRD. Engineering details associated with the permit for the Touhy Basin will be the responsibility of the DSE.	Finalize engineering approach and details pertaining to impacts of MWRD facilities at the Touhy Flood Control Reservoirs. Prepare permit application content.	

EXHIBIT "1"

PAGE _____ OF _____

Element	Responsibility		
	DCM	DSE	Others
Permits			
Wetland Mitigation Permit (Off-Site Mitigation Site) – IDNR Interagency Policy Act/404 permit (USACE)	Coordination, pre-application meeting, Permit application; develop engineering content, additional information requests; permit terms/conditions; permit acquisition.		
402 Permit (NPDES Construction Permits)	Oversight of Design and preparation of SWPPP (S.P. 111.2) and review and coordination of Notice of Intent (NOI) submittals to the Tollway.	Preparation of SWPPP (S.P. 111.2) and NOI.	Preparation of Incidence of Noncompliance (ION) and Notice of Termination (NOT) by CM
IEPA Air Quality Permits (Mix Plants and Fuel Storage)	Permit application; additional information requests; permit terms and conditions; permit acquisition.		
IEPA Watermain Relocation Construction Permit	Design coordination and oversight.	Permit application; additional information requests; permit terms/conditions; permit acquisition.	
IEPA Notification of Special Waste	Phase I (PESA) and Phase 2 (ESA) investigations.	Inclusion of known information related to the nature/extent of special waste to be managed during construction in PS&E.	Discovery/removal of UST's will require IEPA notification; preparation of notifications and manifests of material disposal by Tollway contractor.
IEPA Notification of Asbestos/Lead Paint	Design coordination and oversight.	For building demolition contracts, investigation of asbestos and lead paint; preparation of IEPA notification.	
ICC	Permit application; additional information requests; permit terms/conditions; permit acquisition.	Supporting engineering detail for permit application.	
Agreements			
Railroad Agreements	Preparation/negotiation/securing umbrella agreements; support during negotiation of sub-agreements.	Engineering detail required to support sub-agreements; preparation of draft sub-agreements; assistance with sub-agreement reviews.	Right of Entry Permits by Contractor; Railroad Flagging Costs by Contractor. Tollway CM to provide oversight and tracking.
Other Agreements (Utilities, Federal, State, Municipalities, Counties)	Management of the overall agreements schedule; utility reimbursements for ICP Project A only via DCM contract	Design support; utility reimbursements.	Preparation/negotiation/securing agreements.

Attachment A

Web-based Project Management System

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

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

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

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

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

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

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners ⁶	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-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-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

<p>1 <u>d'Escoto</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 489,071.44</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 856.00</td> </tr> <tr> <td>Services by Others</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 489,929.44</td> </tr> </table>	Direct Labor	\$ 489,071.44	Direct Costs	\$ 856.00	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 489,929.44	<p>6</p> <table border="0"> <tr> <td>Direct Labor</td> <td></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 **	\$ -																				
Total this Subconsultant (ULC)	\$ 489,999.79																				
Direct Labor																					
Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				
<p>4 <u>Rubinos & Mesa, Inc.</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 1,217,808.70</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 7,055.50</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;">\$ 1,224,864.20</td> </tr> </table>	Direct Labor	\$ 1,217,808.70	Direct Costs	\$ 7,055.50	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 1,224,864.20	<p>9</p> <table border="0"> <tr> <td>Direct Labor</td> <td></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: \$ 3,429,793.43

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 3,429,793.43

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 14.03%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 12.03%

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1 <u>CH2MHill, Inc.</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 5,346,258.76 ✓</td></tr> <tr><td>Direct Costs</td><td>\$ 43,741.24 ✓</td></tr> <tr><td>Services by Others</td><td></td></tr> <tr><td>Additional Services **</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 5,390,000.00</td></tr> </table>	Direct Labor	\$ 5,346,258.76 ✓	Direct Costs	\$ 43,741.24 ✓	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 5,390,000.00	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 5,880,000.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 5,880,000.00

Contract Information Sheet

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

Consultant Name: Alfred Benesch & Company

Contract Number: I-15-4656

Proposal Date: 5/31/2016

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: I-15-4656

Consultant: Alfred Benesch & Company

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept	400	400	400											1200
Design Package 1	1908	1908	1908	1908	1908	1908	1908	1908	1908					17172
Design Package 2				36	36	36	36	36	36	36	36	36	36	336
Design Package 3				2134	2130	2130	2130	2130	2130	2130	2130	2130	2130	19174
Design Package 4														
TOTALS	2308	2308	2308	4078	4074	4074	4074	4074	4074	2166	2166	2178	37882	

Contract Number: I-15-4656 Consultant: Alfred Benesch & Company

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Concept																
Design Package 1	112	112	112	112	112	112	112	112	31	29	29	29	29	29	29	1014
Design Package 2	2130	2130	2130	2130	2130	2130	2130	2130	534	532	532	532	532	532	532	19170
Design Package 3										1250	1250	1250	1250	1250	1250	3750
Design Package 4																
TOTALS	2242	2242	2242	2242	2242	2242	2242	2242	565	1811	1811	1811	1811	1811	1811	23934

Contract Number: I-15-4656 Consultant: Alfred Benesch & Company

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept														
Design Package 1														
Design Package 2														
Design Package 3														
Design Package 4	1250	1250	1250	1250	1250									6250
TOTALS	1250	1250	1250	1250	1250									6250

Contract No.: I-15-4656 Consultant: Alfred Benesch & Company

Date: 5/31/2016

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 33 No. OF MONTHS
 SCHEDULED START DATE: 9/1/2016
 RAISE DATE: 1/1/2017
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

9/1/2016 - 12/31/2017	1/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 5/31/2019	
Date	Date	Date	Date	Date
4.0	12.0	12.0	5.0	
33.0	33.0	33.0	33.0	33.0
12.12% Factor:First Period	37.45% Escalation Factor Second Period	38.58% Escalation Factor Third Period	16.56% Escalation Factor Fourth Period	

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date
33.0	33.0	33.0	33.0	33.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 104.71%

Contract No.: I-15-4656 Consultant: Alfred Benesch & Company

Date: 5/31/2016 Escalation Factor: 104.71%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	2,000.00						
No	Project Manager	\$40.00	\$70.00	\$62.00	\$64.92	16,000.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$56.00	\$58.64	7,966.00						
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$41.50	\$43.45	17,500.00						
No	Staff Engineer/Planner	\$20.00	\$40.00	\$33.00	\$34.55	13,000.00						
No	Engineer /Accountant	\$20.00	\$60.00									
No	Senior Technical Specialist	\$25.00	\$60.00	\$41.40	\$43.35	10,000.00						
No	Technical Specialist	\$15.00	\$50.00	\$32.00	\$33.51	4,000.00						
No	Architect	\$30.00	\$70.00									
No	Realty Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									
Total Estimated Work Hours:							76,466.00					
Average Hourly Rate:							\$47.06					
Total Direct Labor:							\$3,598,489.96					

Contract No.: I-15-4656

Date: 5/31/2016

Consultant: Alfred Benesch & Company

Escalation Factor: 104.71%

(From Exhibit C-1)

		EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES				DIRECT COST OVERTIME PREMIUM	
		Total Estimated Work Hours: 76,466.00		Escalated Average Hourly Rate for Classification (See Note B to Right) \$29.32		Total Overtime Premium:	
		Average Hourly Rate: \$47.06		Average Hourly Rate for Classification (See Note A to Right) \$28.00		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	
		Total Direct Labor \$3,598,489.96		Tollway MAXIMUM Hourly Rate for Classification \$40.00		Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
		Tollway MINIMUM Hourly Rate for Classification \$8.25		Tollway Classification		Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
Classification Eligible for Premium Overtime?		Admin/Clerical		Tollway Classification		Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
No						Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
						Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	

Contract No.: I-15-4656

Consultant: Alfred Benesch & Company

Date: 5/31/2016

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Senior Vice President	Elizabeth Gallagher	\$50 - \$70
Project Manager	Senior Project Manager	Hossam Abdou	\$40 - \$70
	Senior Project Manager	Richard Conrath	
	Senior Project Manager	Michael Magnuson	
	Senior Project Manager	Laura McGovern	
	Senior Project Manager	Michael O'Connor	
	Senior Project Manager	Joseph Saccamanno	
	Project Manager II	Kurt Naus	
	Project Manager II	Kevin Placzek	
	Project Manager II	Willam Schmanski	
	Project Manager II	Ryan Thady	
	Project Manager I	Mark Bendok	
	Project Manager I	Sara Davis	
	Project Manager I	Andrew Keaschall	
	Project Manager I	Joann Majewski	
	Project Manager I	Joselito Reambillo	
	Project Manager I	Gregory Reilly	
	Project Manager I	Timothy Schmidt	
	Project Manager I	Kyle Smith	
	Project Manager I	Jeffrey Tardy	
Senior Engineer/Planner	Senior Project Engineer	Veronica Hall	\$40 - \$70
	Senior Project Engineer	Alfred Yousif	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer II	Benjamin Chavez	\$25 - \$60
	Project Engineer II	Colin Coad	

Contract No.: I-15-4656

Consultant: Alfred Benesch & Company

Date: 5/31/2016

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	Project Engineer II	Brad Hodor	
	Project Engineer II	J Moreland	
	Project Engineer II	Geoffrey Thiesse	
	Project Engineer I	Mohammed Alsharbini	
	Project Engineer I	Matthew Becker	
	Project Engineer I	Kevin Doyle	
	Project Engineer I	Ashley Fowler	
	Project Engineer I	Aimee Gibson	
	Project Engineer I	John Gislason	
	Project Engineer I	Amelia Harris	
	Project Engineer I	Matthew Hellenthal	
	Project Engineer I	Thomas Janicke	
	Project Engineer I	Sylvan Popovici	
	Project Engineer I	Daniel Schriks	
	Project Engineer I	Denise Soehrman	
	Project Engineer I	James Surber	
	Project Engineer I	Robert Tipton	
	Project Engineer I	Stephen Vaick	
	Project Engineer I	Scott Wilkinson	
	Project Engineer I	Scott Woteczko	
Staff Engineer/Planner	Designer II	Ali ElAssy	\$20 - \$40
	Designer II	Ryan Parks	
	Designer I	Vincent Kania	
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Senior Technical Specialist	Richard Grimm	\$25 - \$60
	Senior Technical Specialist	Kenneth Holt	

Contract No.: I-15-4656

Consultant: Alfred Benesch & Company

Date: 5/31/2016

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	Senior Technologist	Terri Blank	
	Senior Designer	Naseer Mohammed	
	Senior Designer	Irena Svetov	
Technical Specialist	Technical Specialist II	Jennifer Worthington	\$15 - \$50
	Technical Specialist I	Emily Keaschall	
	Technologist I	Todd Blank	
	Technologist I	Kevin Snider	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Office Manager	Quiana Fitzpatrick	\$8.25 - \$40
	Project Assistant I	Leslie George	
	Office Assistant	Daniel Waldron	
	Project Assistant I	Alyssa Chavez	

Contract No.: I-15-4656 Consultant: Alfred Benesch & Company

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

Railroad Flagger and ROE Permit

SUE Exploratory Testing

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 214,228.11

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department 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	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
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 and mapping	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>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**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 IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE 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 CSE Manual allowance.

Contract No.: I-15-4656

Consultant: Alfred Benesch & Company

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Elizabeth Gallagher

Project Manager: Ryan Thady

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Joann Majewski

Project Structural Engineer: Andrew Keaschall

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Laura McGovern

Classification: Senior Project Manager

Name: Sara Davis

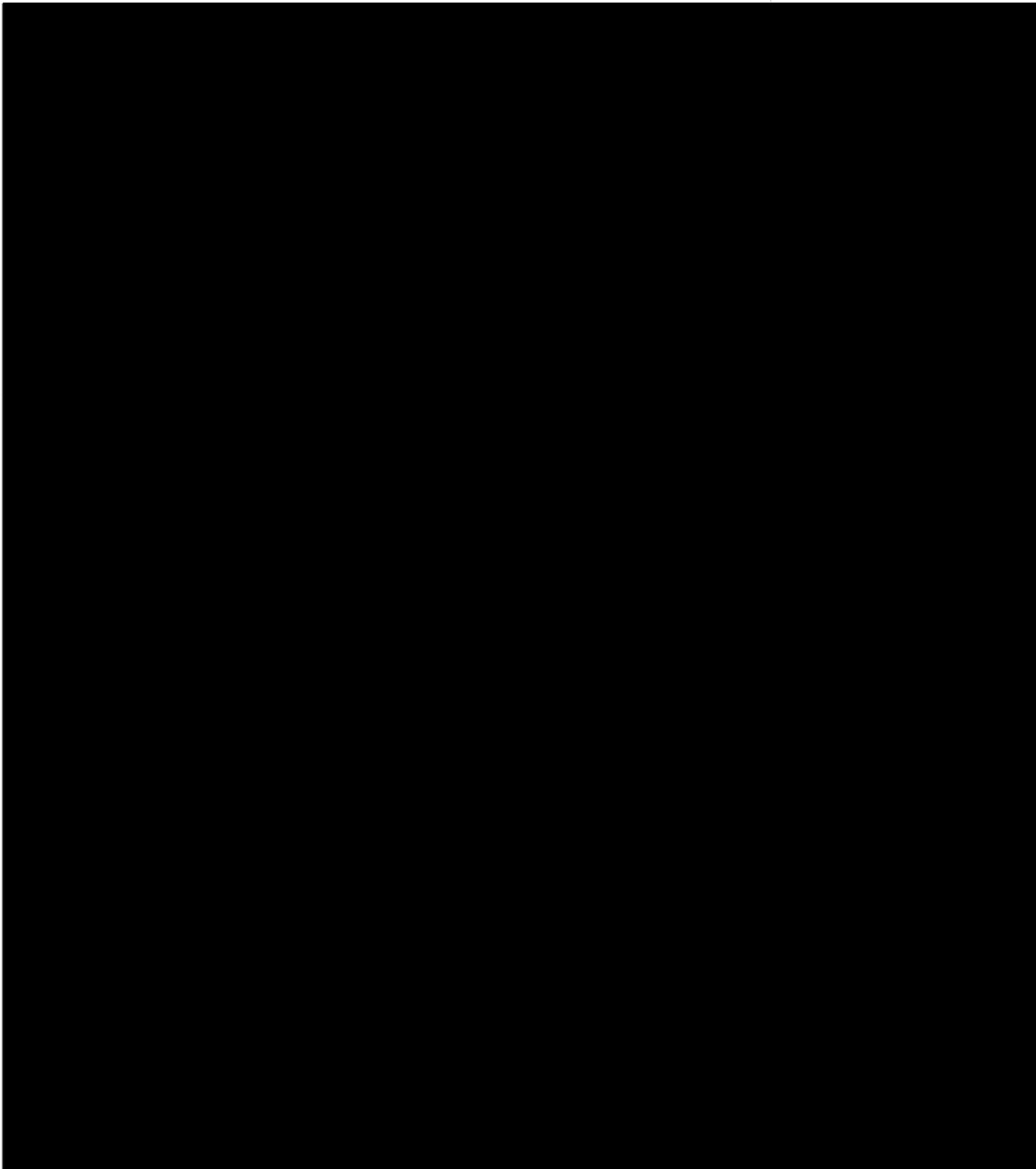
Classification: Project Manager I

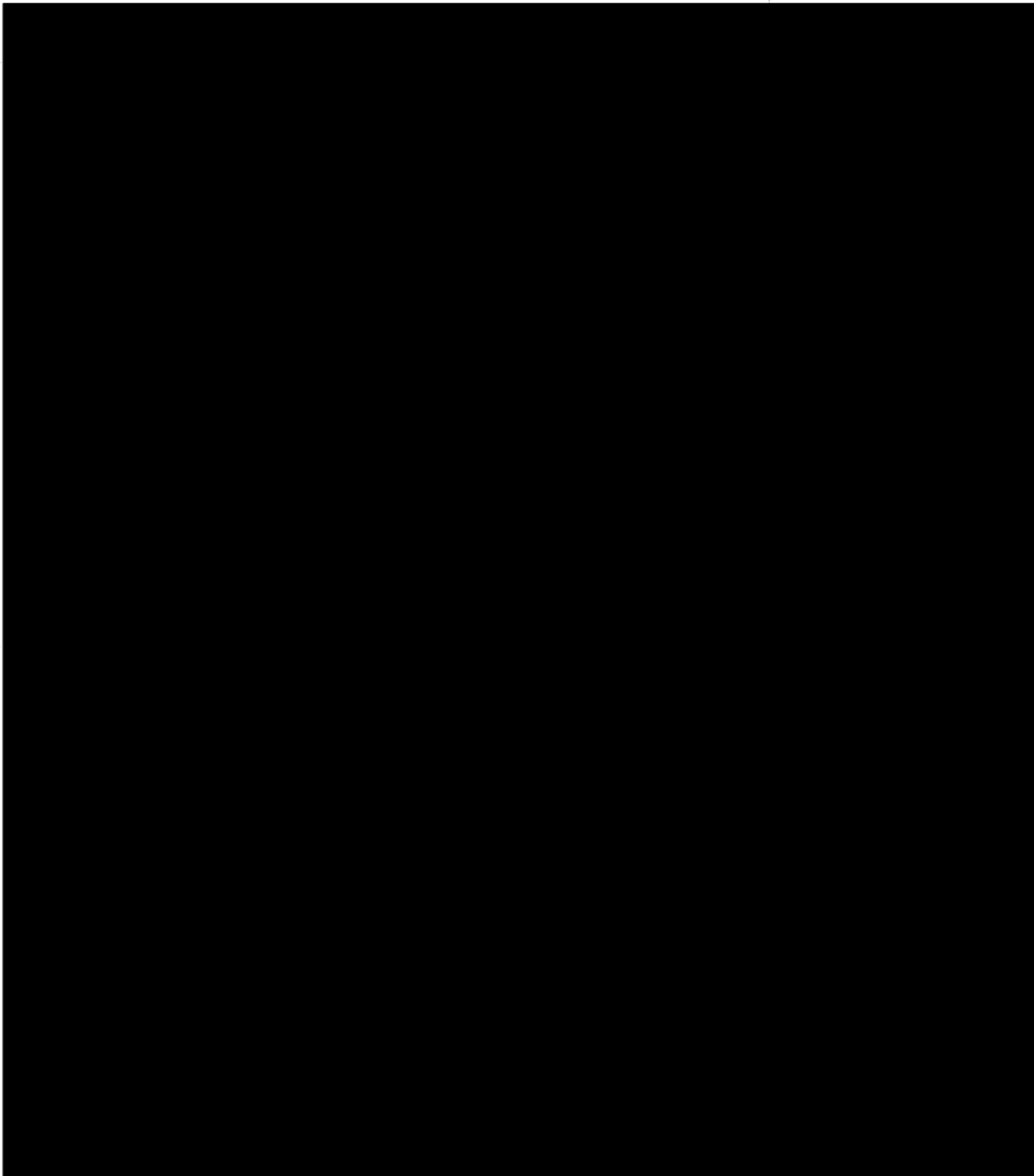
Name: Richard Conrath

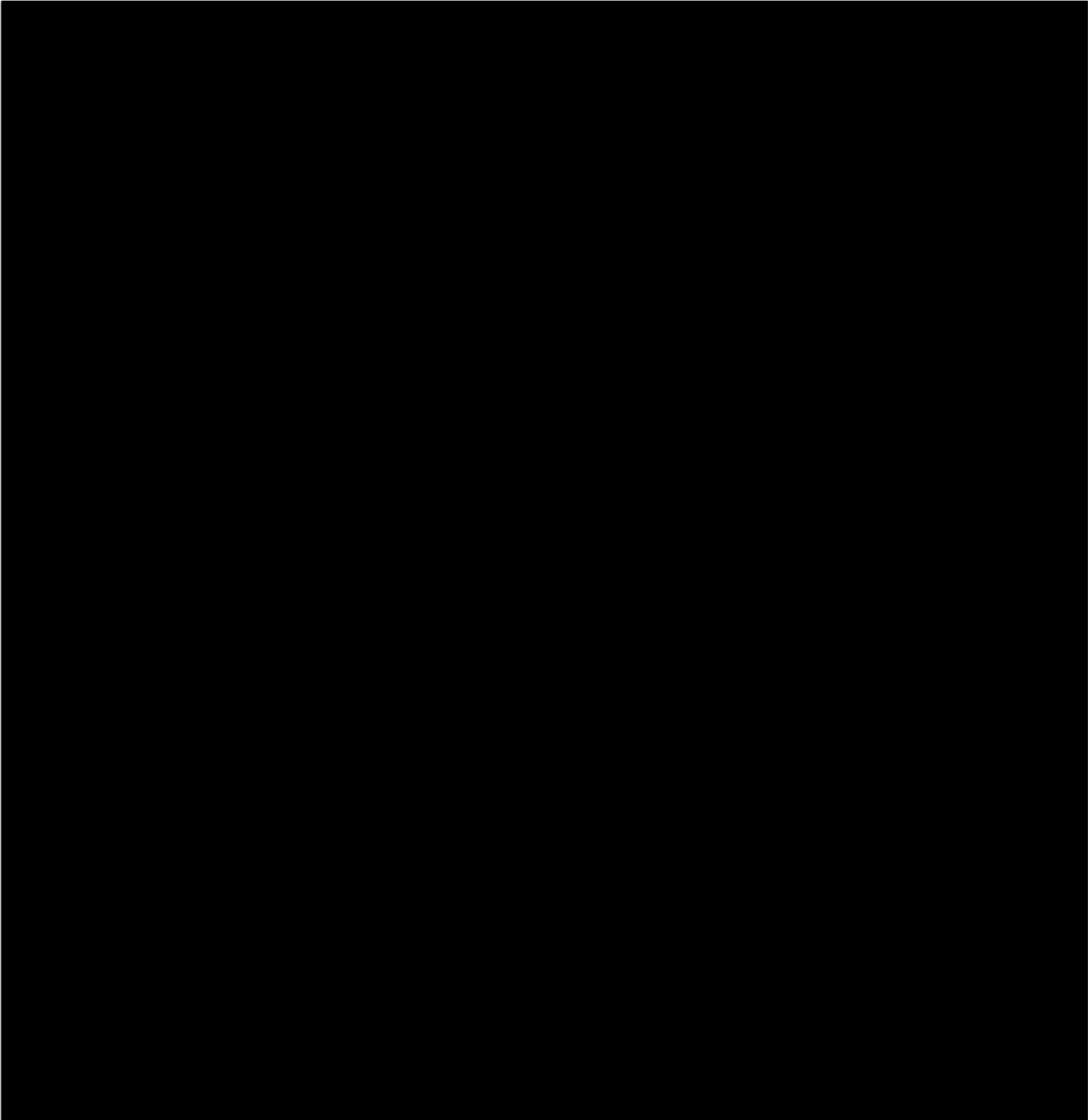
Classification: Senior Project Manager

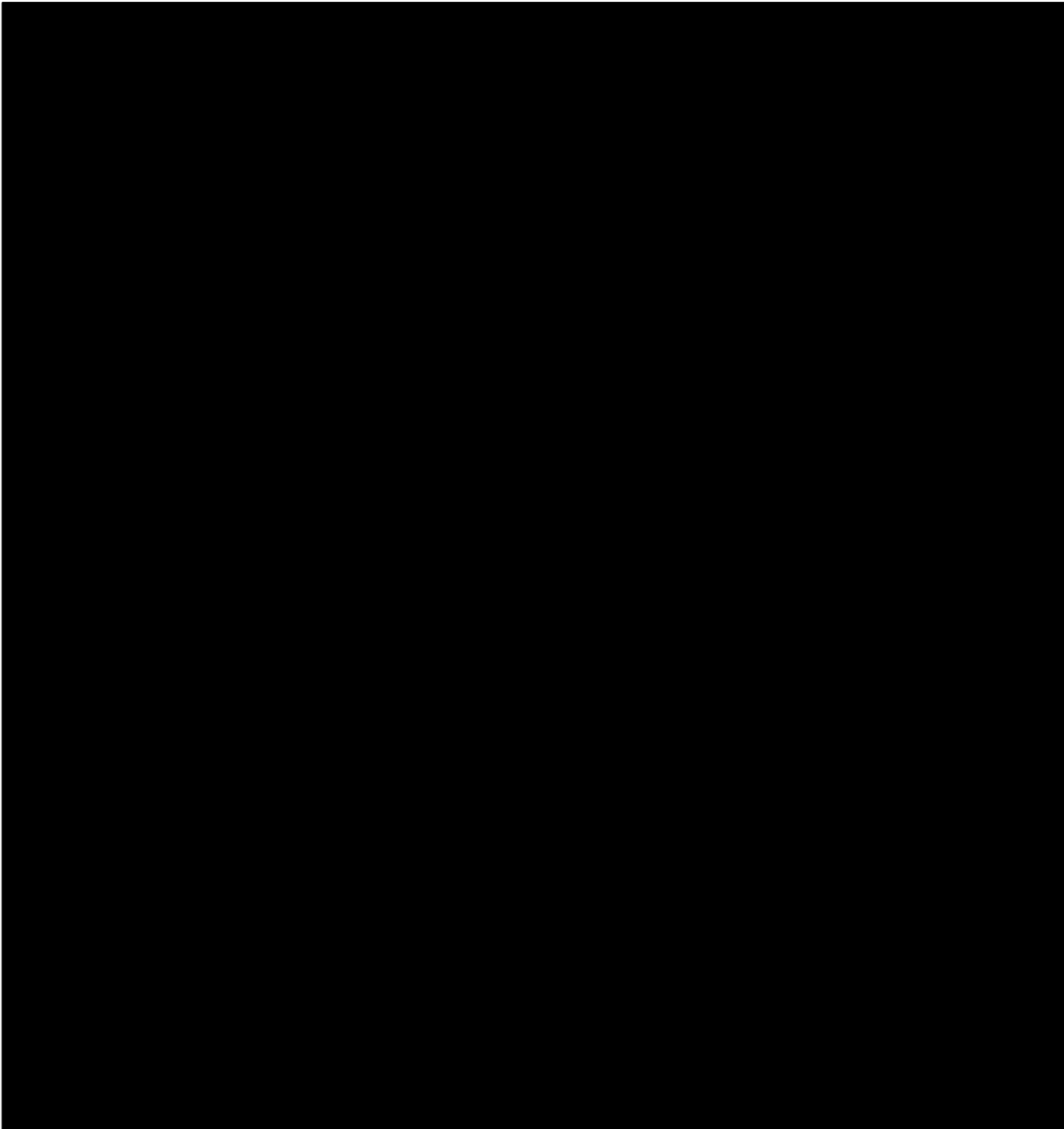
Name: _____

Classification: _____



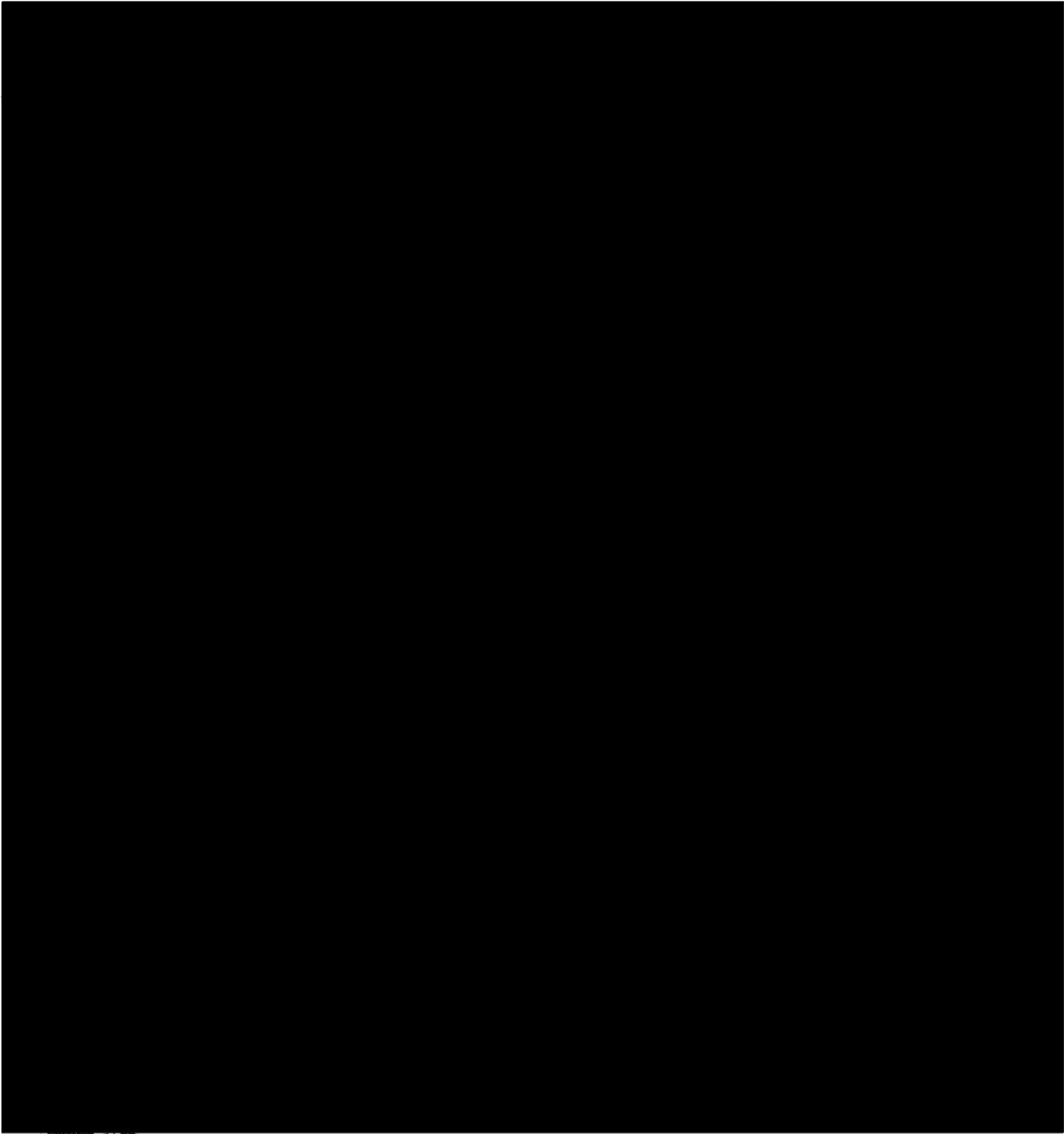


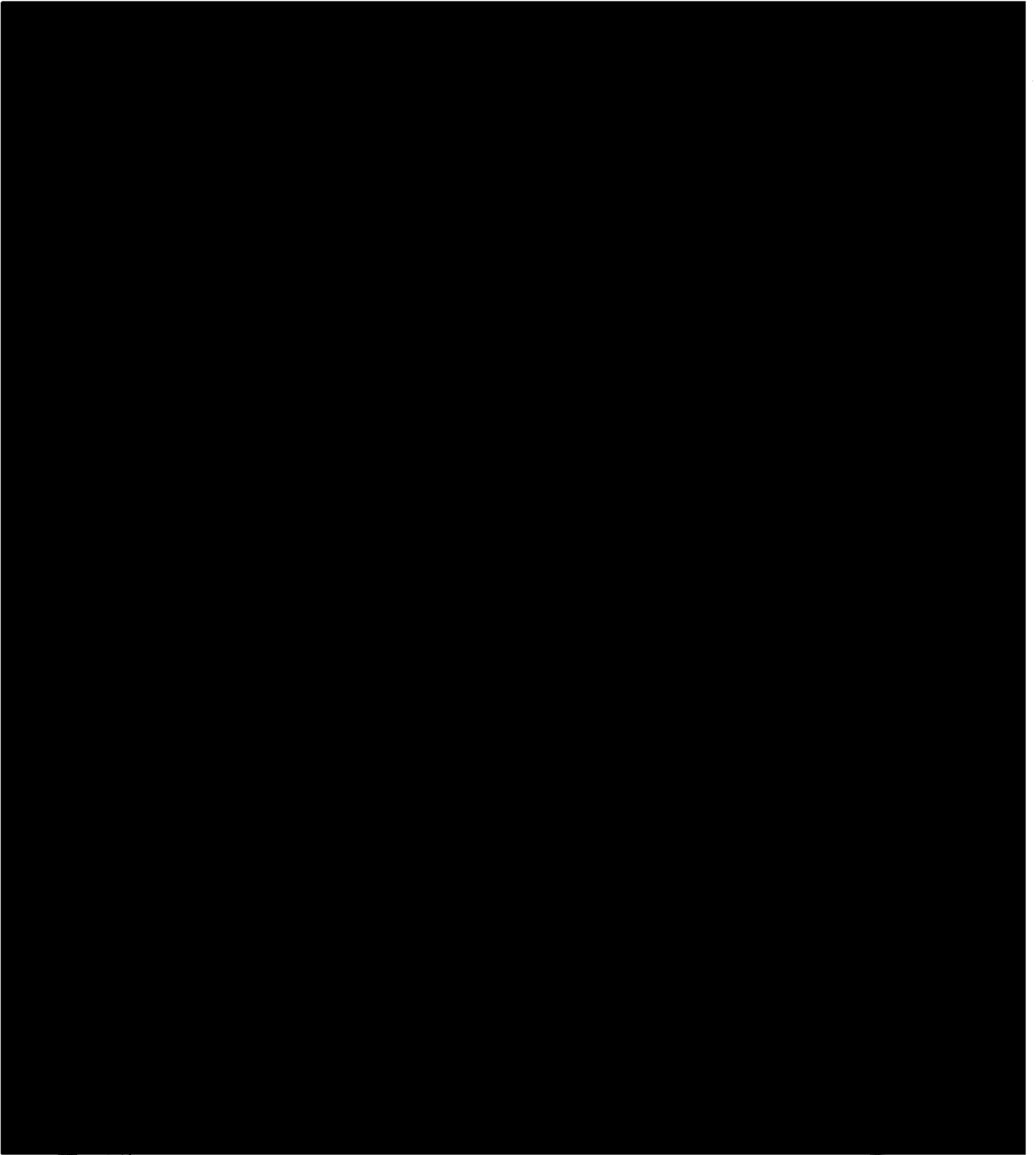


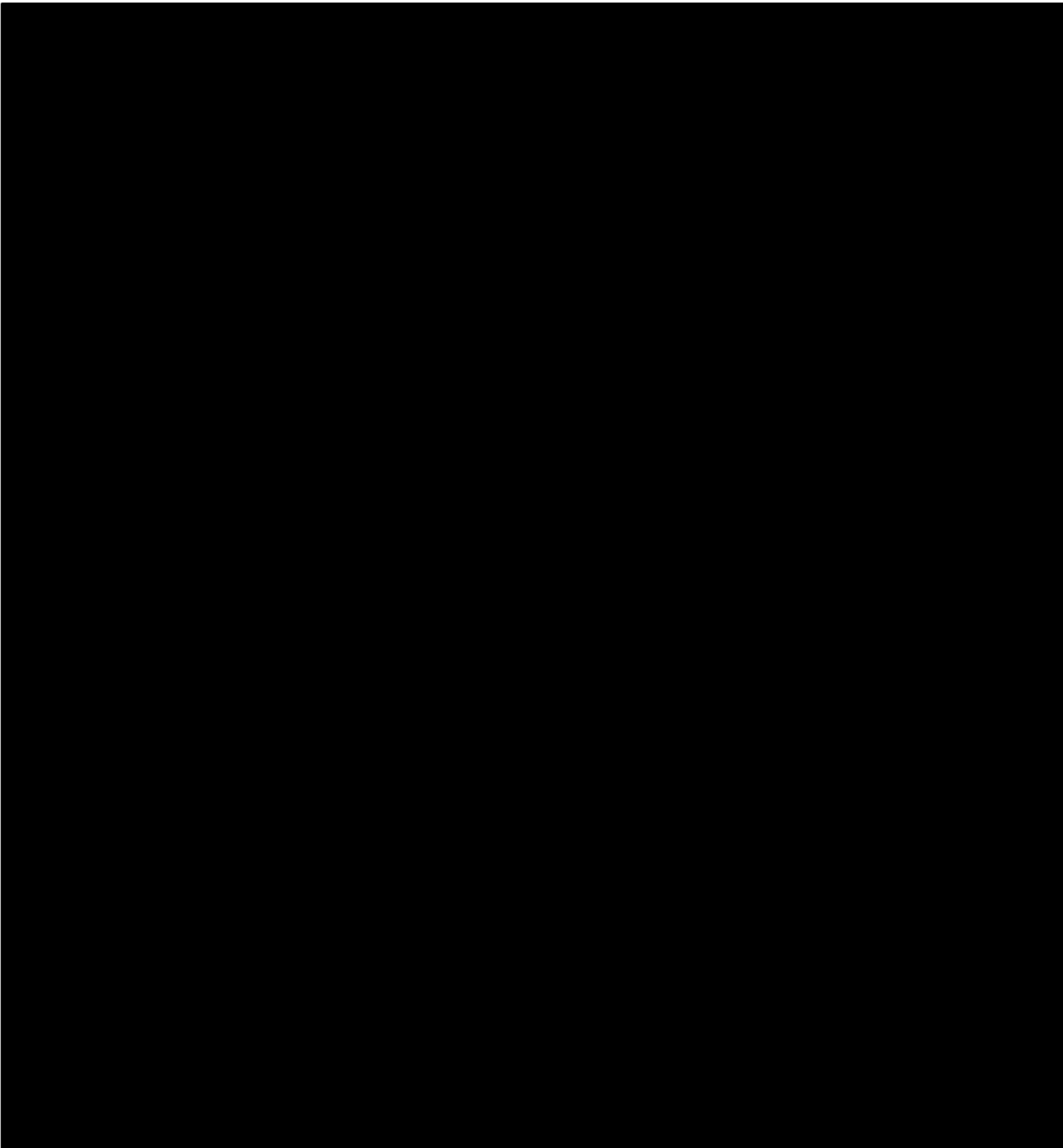


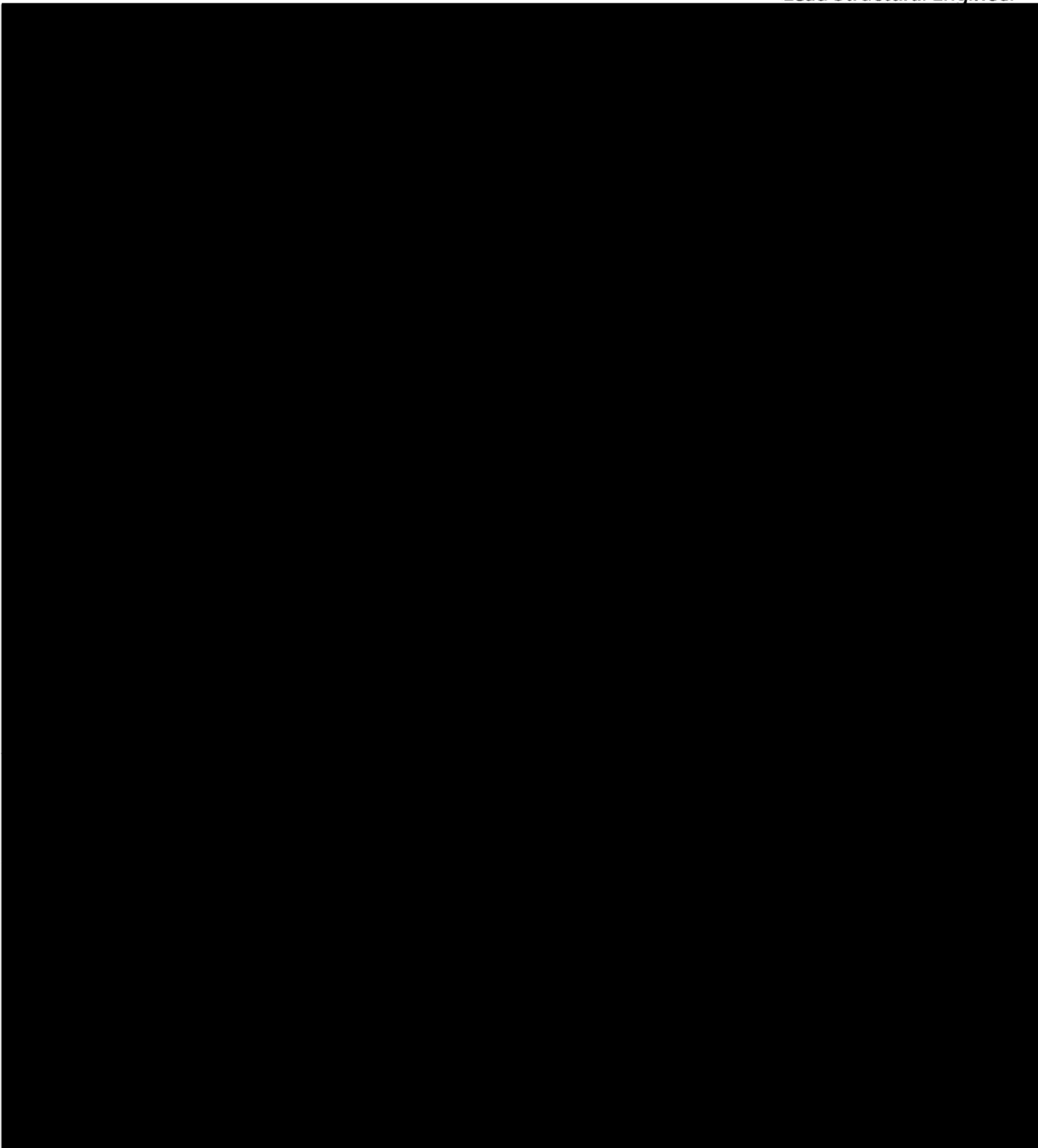
Joann Majewski, PE

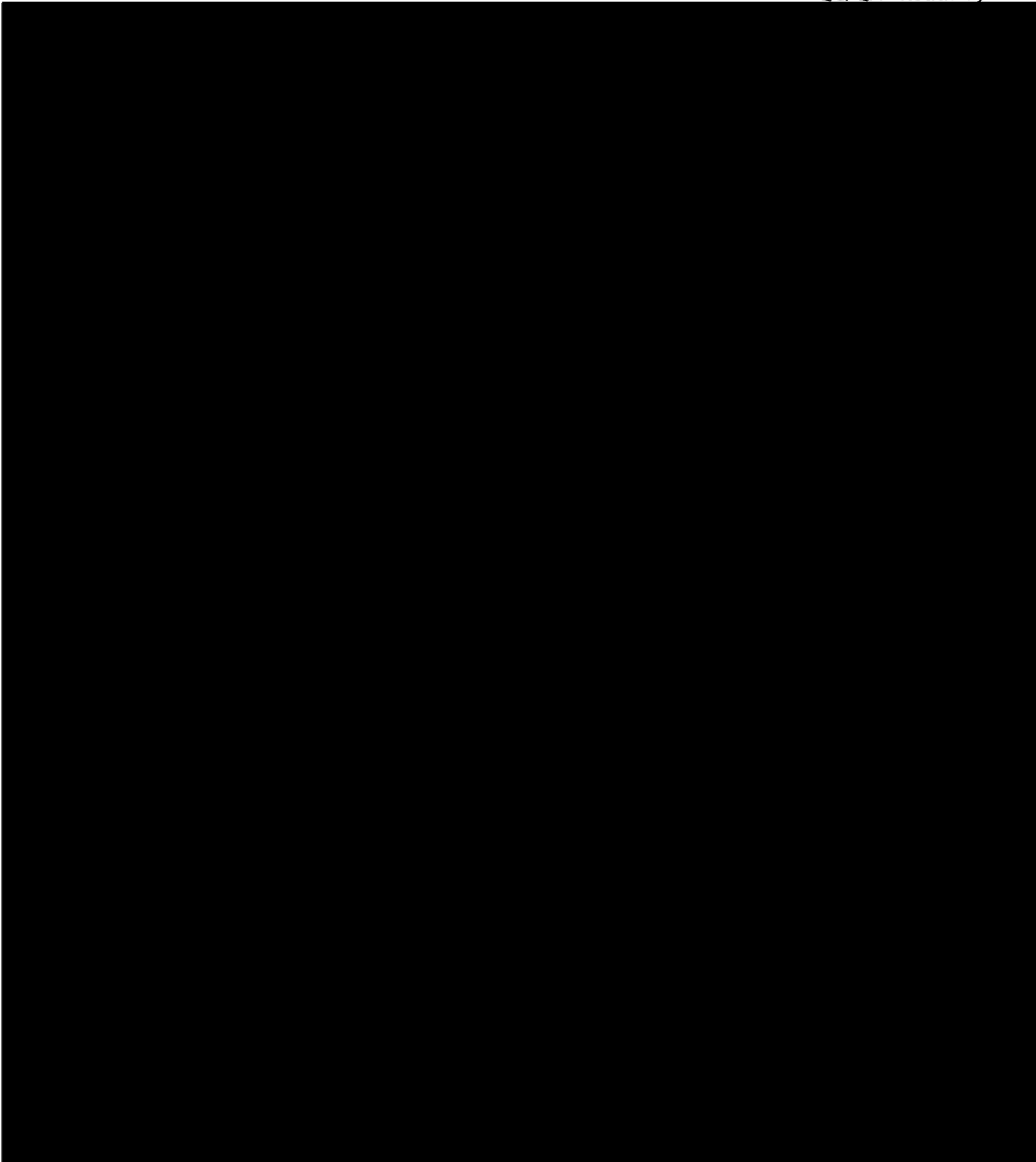
Lead Roadway Engineer

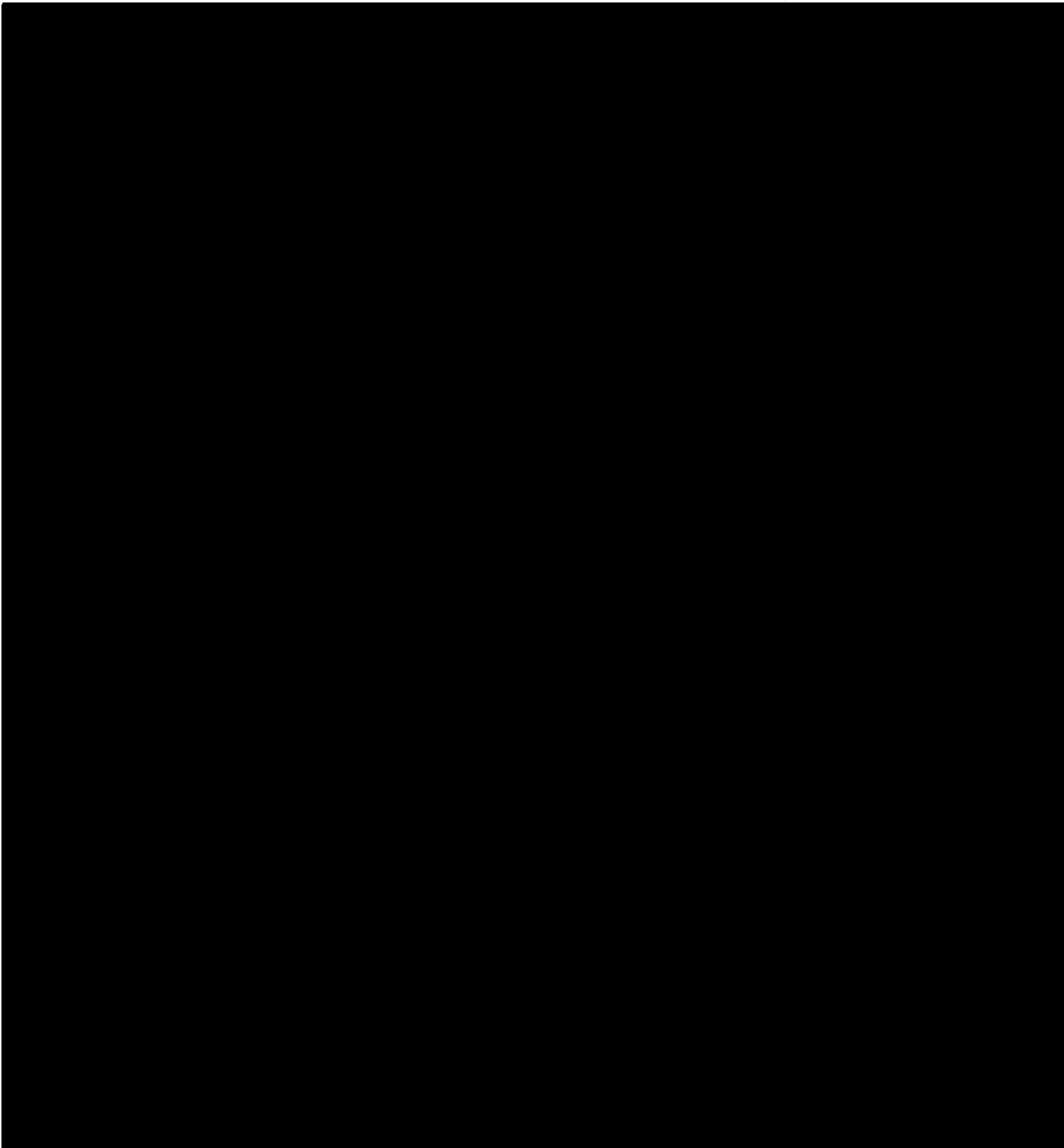


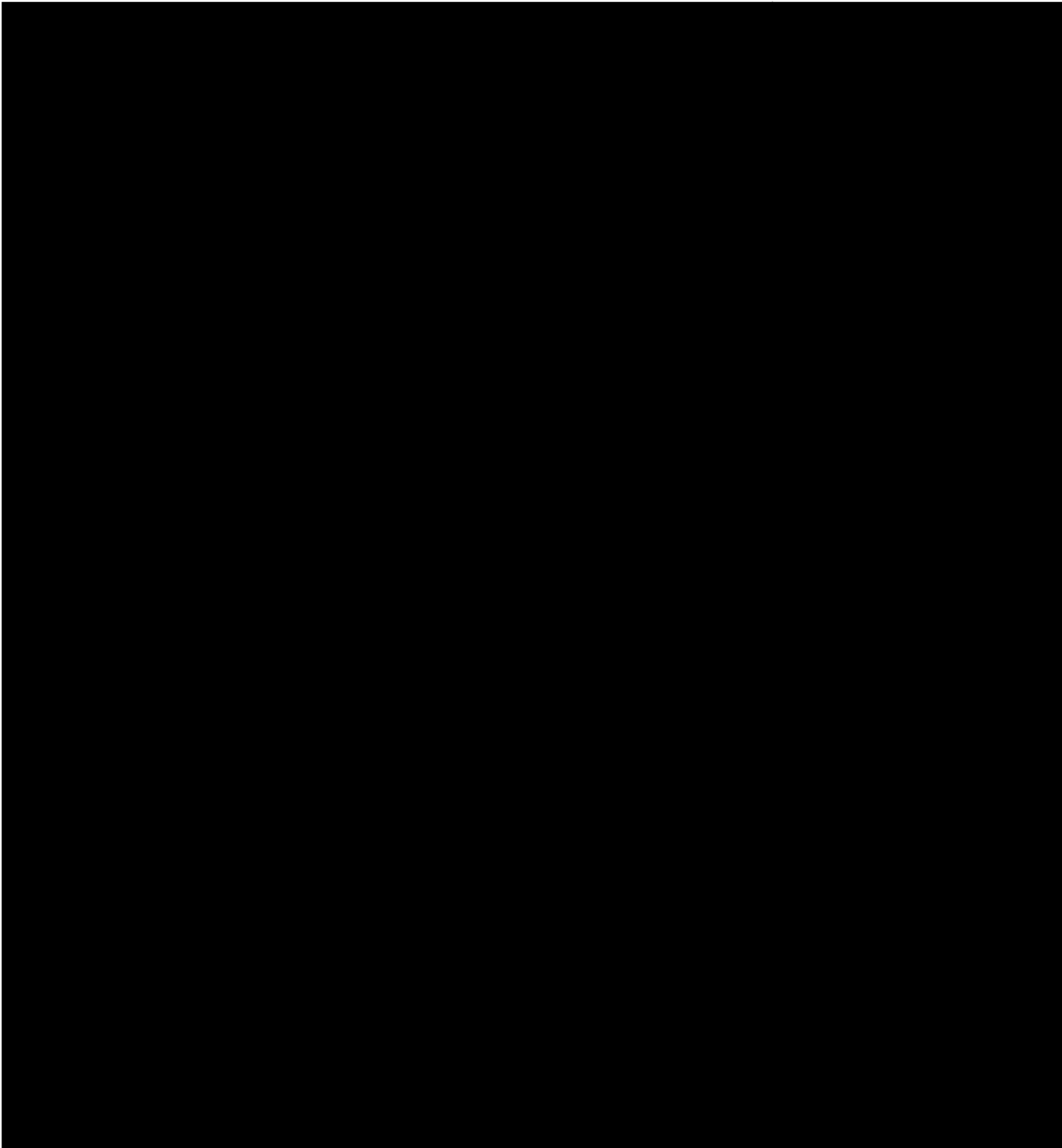


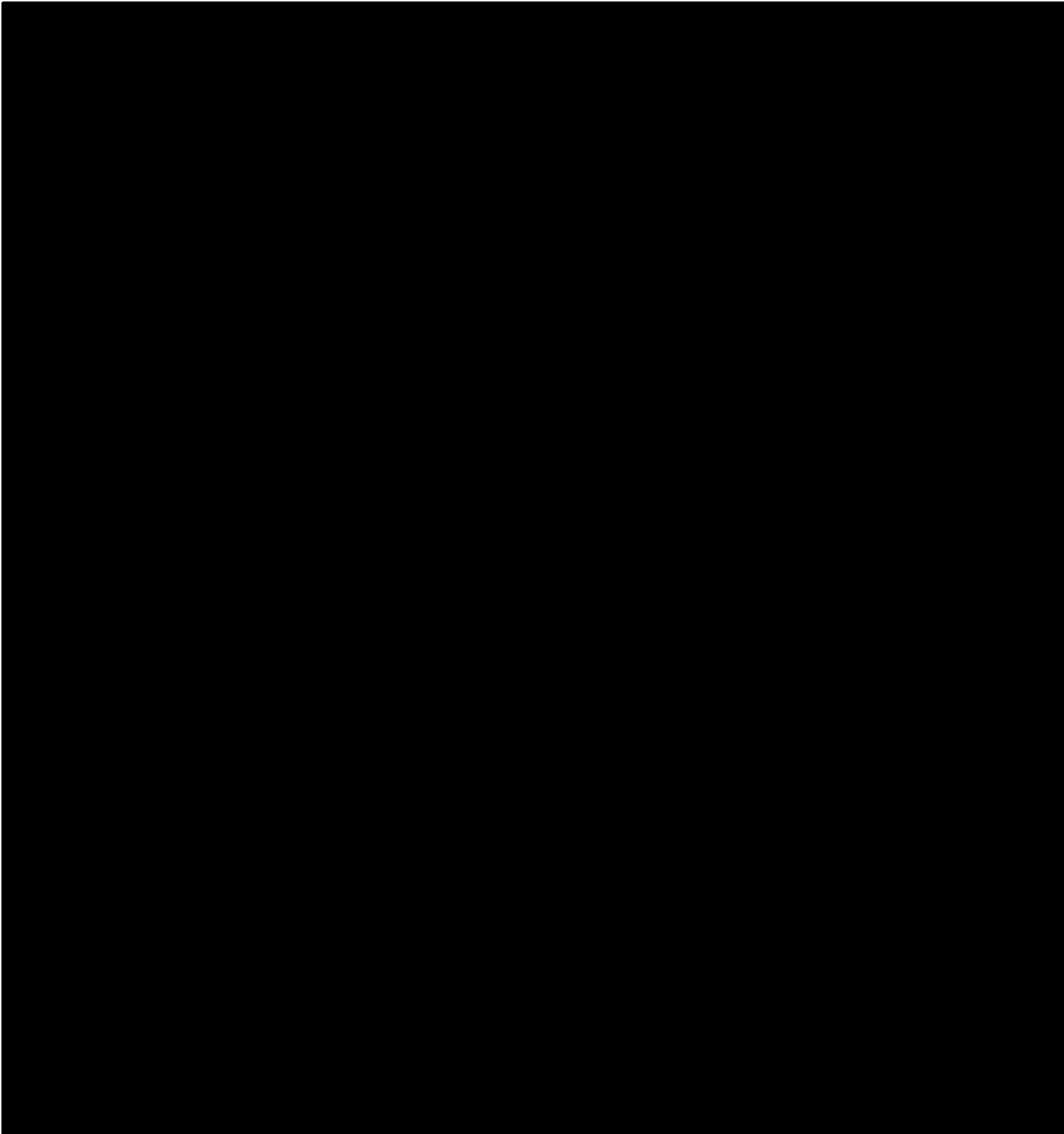






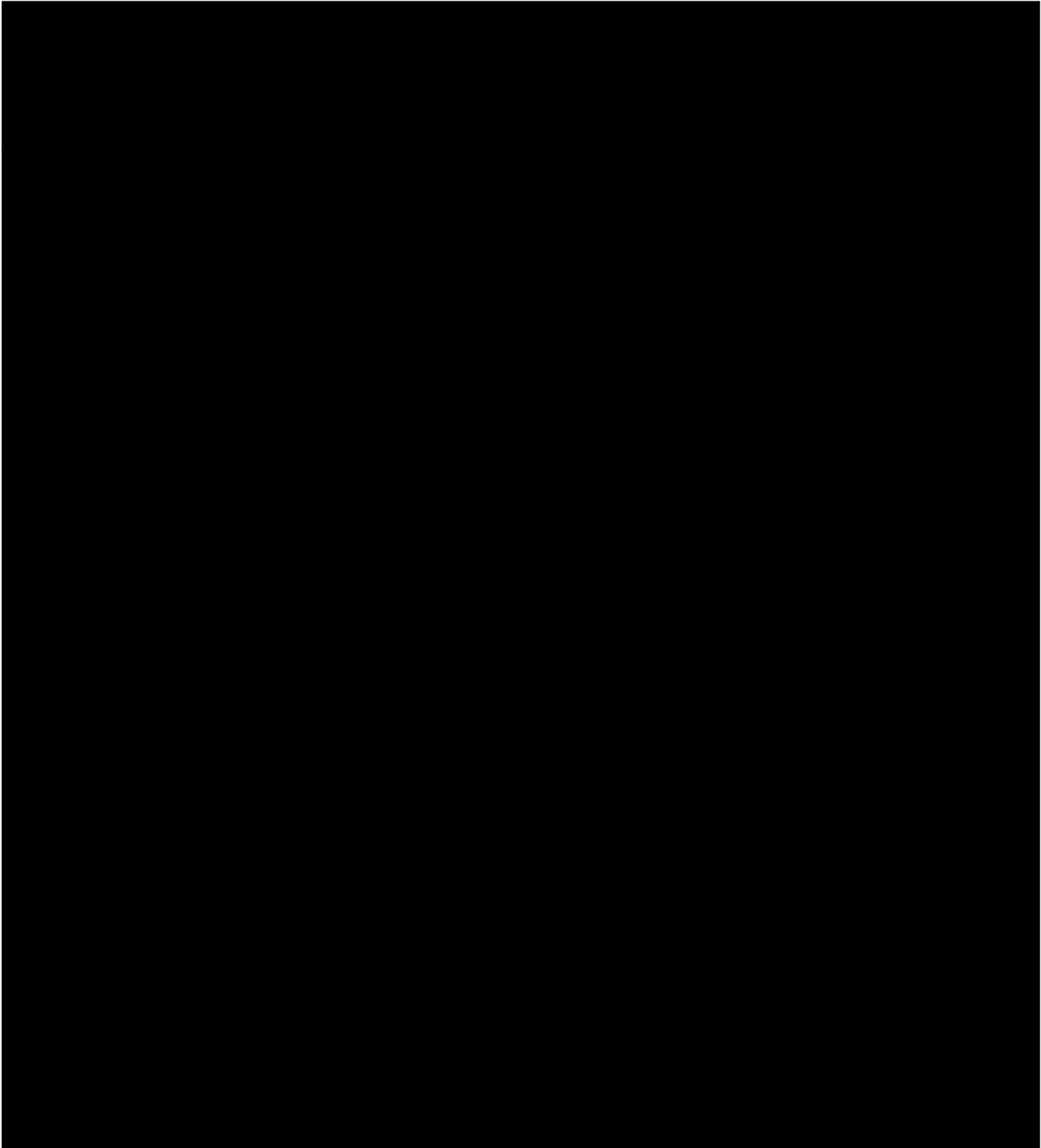






Richard Conrath, PE

Lead Railroad Coordination Engineer



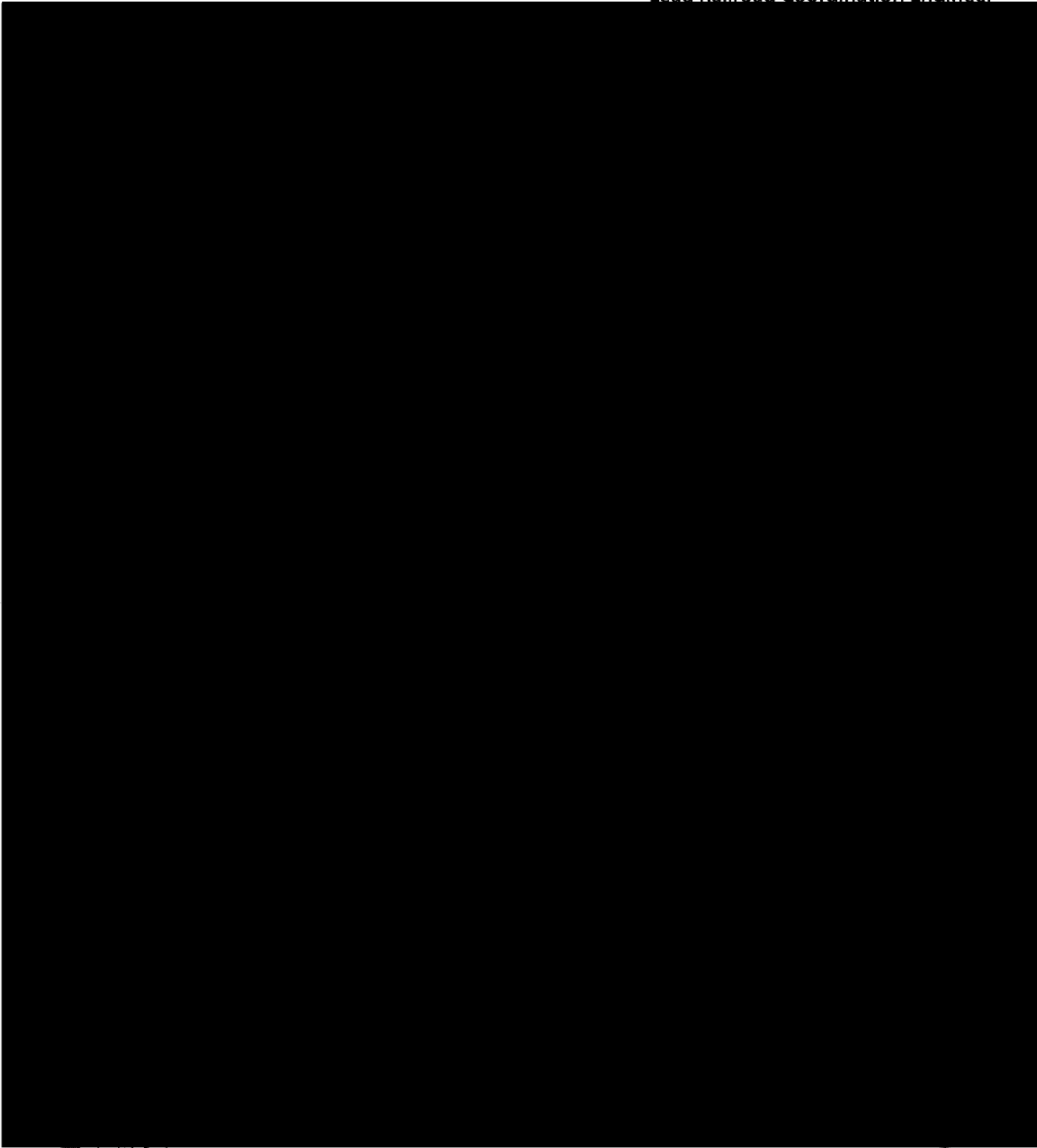


Exhibit F

Scope of Work

**Elgin O'Hare Western Access (EOWA),
Western Access - I-294 (M.P. 0) to I-90 (M.P. 6.2)
Tri-State Tollway – I-290 (M.P. 31.6) to Wolf Road (M.P. 36.3)**

Contract No. I-15-4656

Illinois State Toll Highway Authority (Tollway)

I. PROJECT DESCRIPTION

This project is to perform Phase II engineering services for the preparation of contract plans and specifications and project related permits for the Elgin O'Hare Western Access mainline from I-294 to I-90 in DuPage and Cook Counties, Illinois. This project is for the Western Access corridor between the Tri-State Tollway and Franklin Street/Green Street and for the Tri-State Tollway between I-290 and Wolf Road in Cook County, Illinois. The scope of proposed improvements includes constructing new mainline pavements along the Tri-State Tollway and Western Access corridors, directional ramp construction, local roadway improvements, drainage improvements, retaining wall construction, earthwork, traffic barriers, lighting installation, installation of storm sewers and drainage structures, maintenance of traffic, pavement markings and other miscellaneous construction.

The following contracts are anticipated to be included (designations as defined in the EOWA Concept (30%) Phase Design prepared by the Design Corridor Manager (DCM)):

- a. Construction Contract S04/S05/S06: Western Access – Tri-State Tollway to Franklin Avenue/Green Street interchange.
- b. Construction Contract TBD: Southbound Tri-State Tollway widening and reconstruction – Grand Avenue to I-290.
- c. Construction Contract TBD: Northbound Tri-State Tollway widening and reconstruction – Grand Avenue to I-290.

The interchange design and construction will involve coordination with the Central Tri-State Corridor reconstruction project between 95th Avenue and Balmoral Avenue. Since the Tri-State Tollway work included within the design section will likely precede design and construction of other segments of the Central Tri-State Tollway corridor by others, additional Design Section Engineering Services are required to be performed as it relates to establishing and implementing Tri-State Tollway corridor standards and criteria in coordination with the Central Tri-State Tollway Design Corridor Manager. Design Section Engineering Services for advance work contracts are also required with limits to be determined for the following contracts:

- a. Contract TBD – Advance Earthwork and Retaining Wall Construction
- b. Contract TBD – Beam Fabrication
- c. Contract TBD – Advance Work – Misc
- d. Contract TBD – Southbound Tri-State Tollway Exit Ramp to County Line Road.
- e. Aesthetics Studies (Tri-State Tollway and Western Access)

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-15-4656

The Design Section Engineer's (DSE) services under Contract I-15-4656 shall consist of Phase II engineering services for the above described project, together with the

identification of potential utility conflicts as per the requirements of the Tollway's Design Section Engineer's Manual, dated March 2015, as amended by the Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Tollway jurisdiction. The design criteria and policies, materials and construction requirements of the Illinois Department of Transportation or other applicable local agency criteria shall apply outside the Tollway jurisdiction area.

The Illinois Department of Transportation (IDOT) has advanced the EOWA project through the planning stage. The planning stage of the project was completed under a separate contract in two parts, or "tiers." Tier One was completed in June 2010 with the signing of the Record of Decision (ROD). The Tier One planning process, which included the preparation of a Tier One Environmental Impact Statement (EIS), defined an overall preferred multi-modal transportation plan for the study area, essentially identifying the type and location of the proposed improvements, at a conceptual level of detail. During Tier Two, IDOT and the Tollway conducted more detailed environmental and engineering studies. The Tier Two EIS identifies environmental impacts and proposed mitigation based on the refined preliminary design features. The Tier Two Draft EIS was completed in the spring of 2012, followed by the Tier Two Final EIS in December 2012, and design approval via the associated Combined Design Report in February 2013. In addition to the IDOT led Phase I studies, Tollway Contract I-11-4014 provides Design Corridor Management services for the EOWA project, including supporting concept design studies. The following deliverables will be provided to the Contract I-15-4656 DSE via the separate IDOT studies and/or the DCM contract:

1. Tier One Environmental Impact Statement.
2. Tier Two Environmental Impact Statement.
3. Combined Design Report.
4. Technical Memoranda and Studies including Interchange Type Studies and FAA 7460 review materials.
5. Existing and Proposed Drainage Plans.
6. Hydraulic Reports for all waterway crossings within the project limits.
7. Master Plan Report and Plans.
8. Concept Design Report and Plans
9. Structure sketches for proposed new bridges and retaining walls within the project limits (see Table A).
10. The Design Corridor Manager will provide preliminary right of way requirements and associated cost analyses for the project.

More specifically, the project improvements require design tasks for which design services shall be provided by the DSE to include, but not be limited to the following:

A. MASTER PLAN AND CONCEPT DESIGN REQUIREMENTS

The DSE will be responsible for reviewing the Phase I Engineering documents completed to date as referenced above and providing concept (30%) design deliverables as further defined herein.

The DSE review of Phase I Engineering documents prepared to date shall include, but not necessarily be limited to, the following:

1. Project scope.
2. Project budget.
3. Project schedule. The DSE shall confirm or provide a recommendation as to the construction schedule for proposed construction contract packages within the contract limits. The DSE shall coordinate with the DCM to ensure that schedules are supported and can be accommodated within the overall EOWA Master Corridor Schedule.
4. ITS Scope.
5. Project concept review including geometrics, right-of-way requirements, materials, maintenance of traffic, drainage, number of construction contracts, design criteria, cost benefit analysis, alternatives analysis and all other appurtenant and miscellaneous items..The DSE will include a review of the Tri-State Tollway at County Line Road/U.S. 20/Illinois Route 64 design prepared by others and which includes construction of a new Southbound Tri-State Tollway exit ramp to County Line Road.
6. Design Criteria Review.
7. Design Deviations prepared to date.
8. Evaluation of Roadside obstacles in accordance with the Tollway's Traffic Barrier Guidelines, latest edition. The DSE will meet with the Tollway and DCM to confirm expected level of analysis.
9. Review of Utility coordination and utilities studies performed to date, perform a field review and submit Notice of Interference forms. The DSE is responsible for Utility Coordination in accordance with the DSE Manual.
10. Review of Phase I environmental documents (including Tier Two EIS) to confirm potential issues related to biological, cultural, noise, air, hazardous/special waste, pedestrian/bike accommodations, land use, zoning, etc.
11. Review Coordination with IDOT, regulatory and local agencies performed to date and confirm commitments and future required action including identification of agreements and municipal/county design issues.
12. Review of available survey information furnished by the DCM and confirmation of completeness or need for additional information. DSE responsibilities with regard to Field Survey services outlined in Section III.

B. PRELIMINARY AND FINAL DESIGN ENGINEERING

1. ROADWAY REQUIREMENTS

- a. Utilize existing survey mapping, for developing exhibits, right-of-way analysis, etc.
- b. Identify utility impacts on construction, right-of-way, costs, and project schedule. Subsurface Utility Engineering services (SUE) if required, will be provided by others.
- c. Conduct supplementary survey and right-of-way studies as required.
- d. Develop maintenance of traffic and construction staging alternates and corresponding progress schedules.

2. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

- a. During this phase, the DSE shall perform designs and prepare contract plans and documents for implementation of project improvements to include, but not be limited to, the following:
- I. Design services for preparing contract plans, special provisions and estimates for widening and reconstruction and rehabilitation of existing mainline and ramp pavements and bridges as defined by the Tollway.
 - II. Performing bridge inspections for existing bridges to be rehabilitated and preparing Bridge Condition Reports and making recommendations for the scope of required services.
 - III. Design services for preparing contract plans, special provisions and estimates for new mainline and ramp pavements as defined by the Tollway.
 - IV. Performing Bridge Type Studies for new bridges proposed to be constructed.
 - V. Performing Type, Size and Location (TS&L) drawings for new bridge and retaining wall construction.
 - VI. Design services for preparing contract plans, special provisions and estimates for new bridges, retaining walls and interchanges.
 - VII. Design of All Electronic Tolling infrastructure.
 - VIII. Performing analyses for new drainage structure installation and modification of the existing drainage system.
 - IX. Erosion control for all construction zones.
 - X. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual.
 - XI. Design services for preparing plans, contract plans and special provisions for installation of pavement markings, delineators and signage for the contract limits.
 - XII. Provide barrier warrant analyses for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
 - XIII. Electrical design services for updating existing roadway and underpass lighting and installing new roadway and underpass lighting as required by the Tollway's Lighting Standards and design criteria.
 - XIV. Perform detailed design for all overhead, cantilever, and ground mounted sign structures within the contract limits .
 - XV. Provide maintenance of traffic plans including those for impacts to local facilities.
 - XVI. Utility coordination for protection and / or relocation of utilities.
 - XVII. Preparation of plats of acquisition and legal descriptions.
 - XVIII. Coordinate and prepare railroad agreements.
 - XIX. Perform geotechnical studies.
 - XX. Prepare all required permits.
 - XXI. Perform INVEST planning and design evaluations.

- XXII. **Perform environmental studies.**
- XXIII. Coordination with the Illinois Tollway and DCM with regard to environmental issues including, but not limited to ACOE, IEPA, NPDES, IDNR-OWR. The following tasks have been or will be completed and will be provided to the DSE: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, tree transect survey, Special Waste Assessment, and Noise Analysis. The DSE will be responsible for performing detailed tree classification surveys. The DCM will prepare a comprehensive inventory of required permits for the overall EOWA project, secure select permits and approvals (including FAA approval and corridor-wide 404/401 permits), and support coordination of other required permits to be secured by the DSE. See Table B for information regarding permitting responsibilities. Required permit submittals for the project include, but are not limited to: approval from Federal Aviation Administration; permits from the U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, U.S. Fish and Wildlife, Metropolitan Water Reclamation District, IDOT, Local Agencies, Local Soil and Water Conservation Districts, Local Forest Preserve Districts, Railroads, etc. The DSE will review and confirm the overall permits inventory as identified by the DCM. The DSE will support the DCM in securing other required construction permits in conformance with the established schedule, including preparation of permits not being prepared by the DCM. The DSE will be required to furnish plans, calculations, etc. as required for permit submittals. The DSE shall coordinate permit requirements with the DCM throughout the design phase. The DSE shall be responsible for ensuring that permit submittals and approvals are consistent with contract schedules.
- XXIV. All other appurtenant and miscellaneous items.

The following structures are included in this project:

- Tri-State Tollway over Grand Avenue.
- Tri-State Tollway over Union Pacific Railroad.
- Northbound Tri-State Tollway to Northbound Western Access Ramp over Tri-State Tollway and Union Pacific Railroad.
- Southbound Western Access to Southbound Tri-State Tollway over Union Pacific Railroad.

C. STRUCTURAL CONSTRUCTION

1. Perform detailed inspections and preparation of bridge condition reports of structures, including life cycle cost analyses for existing structures within the project limits with recommendations to be reviewed and approved by the Tollway.

2. The DSE will prepare Type, Size and Location plans for proposed bridges (see Table A), retaining walls and culverts as required within the project limits.
 - a. The DSE shall investigate the use of shallow depth precast beams where possible/practical. The Illinois Tollway has developed base sheets for 45-inch and 54-inch modified bulb-T girders similar to those used in Wisconsin. These girders have the potential to replace some steel spans and may be more efficient than traditional IDOT precast beam sections.
 - b. The DSE shall investigate the use of mixed superstructure types for individual bridges to increase the use of precast concrete superstructures.
 - c. The use of Mechanically Stabilized Earth (MSE) retaining walls will need to be verified by the DSE, with consideration of Illinois Tollway structural design criteria, during development of detailed grading plans and type, size, and location studies.

D. ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts. Precautions should be taken to limit wetland impacts to those presented in the Section 404 permit application resulting from Phase 1 studies. The DSE shall coordinate immediately with the DCM if design changes result in an increase in impacts as coordination with regulatory resource agencies would be required.
2. Completion of a two- part Environmental Studies Inventory Sheet (ESIS). Part I shall be submitted no more than four weeks following notice to proceed. Part II shall be submitted with preliminary plans.
3. Evaluate and develop erosion control plans/measures if necessary.
4. Preparation of plans as required for ACOE review of resource impacts and shall include appropriate details including grading plans, soil erosion and sediment control plans, Best Management Practices plans, existing and proposed drainage plans and wetland/waters mitigation plans.

E. DRAINAGE

1. The existing drainage included in the Concept Plan will be reviewed by the DSE to determine level of completeness and to identify potential additional drainage survey requirements.
2. Drainage calculations including culvert and storm sewer sizing will be provided by the DSE.
3. Analysis of alternatives for the proposed drainage system will be required by the DSE. Anticipated alternative includes the staging of the proposed drainage improvements, detention alternatives, and best management practices.

4. The concept proposed drainage plan and profile sheets will be completed by the DSE to display the proposed drainage design. The proposed right-of-way and easement requirements will be evaluated to accommodate the proposed drainage design.

F. MAINTENANCE OF TRAFFIC

The DSE shall prepare Maintenance of Traffic deliverables in accordance with Tollway's Design Section Engineer's Manual, dated March 2015, as amended by the Tollway. The maintenance of traffic plans and studies shall provide for protection and maintenance of Tollway and crossroad traffic, and maintenance of toll operations during construction. The DCM shall coordinate traffic staging and maintenance of traffic for the corridor with the individual DSEs for the project. The coordination shall include ensuring that regional impacts are minimized and to ensure that traffic is maintained during construction. Contract completion dates shall be coordinated between design contracts. The existing number of traffic lanes shall be maintained on the mainline in each direction on the Tri-State Tollway during peak hours.

G. UTILITIES

1. The DSE shall coordinate with utility companies and with the DCM throughout the design phase. The DSE shall be responsible for ensuring that utility relocation activities are consistent with contract schedules.
2. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
3. Verify location of existing communications cables and utilities with respect to the proposed improvements.
4. All utilities coordination shall be performed in accordance with the DSE Manual, specifically with requirements of Subsection 4.5.15 and Section 6.

H. GEOTECHNICAL

1. For the bridges, retaining walls, lighting foundations and traffic signal foundations the DSE will select proposed boring locations for approval by the Illinois Tollway. The DSE will be responsible for providing information to the DCM as required for obtaining right of entry and permits to perform any subsurface exploration. Laboratory testing of selected soil samples will be performed by DSE.
2. The DSE will provide subsurface exploration, utility checks, laboratory testing, and a Soil survey Report. Pavement corings will be taken at locations selected by DSE to gather information for pavement design. Pavement design for local system roadways will be provided by the agency having jurisdiction of the roadways and the Illinois Tollway will determine mainline and ramp pavement section designs. The DCM will

provide applicable agencies and the Illinois Tollway with information necessary for designing pavement sections.

3. The DSE will prepare Structural Geotechnical Reports (SGR) that summarizes the exploration and studies described above. The SGR will follow the Tollway SGR procedure. The SGR contains geotechnical recommendations related to bridge foundations, retaining wall foundations, slope walls, side slopes, pavement, lighting foundations, and traffic signal foundations.

III. DESIGN SECTION ENGINEER'S (DSE's) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The DSE shall furnish services in accordance with the articles contained in the Illinois Tollway DSE Manual and all applicable Tollway Criteria, Manuals and Bulletins.

B. FIELD SURVEY

1. The DCM will provide available survey information to the DSE. The DCM will establish a centerline and benchmarks for subsequent use by DSE for the Western Access Tollway. For the Tri-State Tollway, the DSE will be responsible for establishing the centerline and benchmarks. The DSE will review the survey information and coordinate discrepancies with the DCM. Additional benchmarks will be provided by the DSE as necessary.
2. The DSE shall perform all additional survey work necessary for the design of the project in accordance with the appropriate sections of the DSE Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
3. Maximum use should be made of the Tollway's and other agencies' record drawings and design plans; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
4. The DSE shall obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
5. The DSE shall utilize record drawings and verify features in the field. Utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
6. All coordination with Agencies, including but not limited to the Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway and DCM. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.
7. All coordination with railroads shall be conducted through the DCM, and per the DSE Manual.

IV. REQUIRED SUBMITTALS TO THE ILLINOIS TOLLWAY

Submittal requirements shall be in accordance with the DSE Manual with special attention to, but not limited to, the following:

- A. MASTER PLAN SUBMITTAL REQUIREMENTS
- B. CONCEPT SUBMITTAL REQUIREMENTS:

Master Plan and Concept Design has been performed by IDOT and by Tollway Contract I-11-4014. The geometric layout of the Tri-State Tollway/Western Access system interchange and Tri-State Tollway alignment and cross section included in Contract No. I-15-4656 will require further study during the concept design stage. The EOWA, Project D1 Final Concept Plans, submitted December 2013, do not necessarily reflect the final alignment of the Tri-State Tollway and Tri-State Tollway and Western Access interchange. The DSE will prepare an updated concept (30%) design within the project limits which will include the recommended horizontal geometry and vertical profile in accordance with the Tollway's Design Section Engineer's Manual, dated March 2015, as amended by the Tollway, and as otherwise noted below, which shall include, but not be limited to, the following:

1. Review of the Master Plan and Concept design documents prepared to date including submittal of a technical memorandum detailing findings and providing recommendations for advancement to preliminary (60%) design.
2. A visual pavement condition survey of existing roadways within the limits of the proposed improvements.
3. Prepare a Maintenance of Traffic Concept Plan for each construction contract proposed. The plan shall be submitted to agencies having jurisdiction over proposed roadways included in the plan for review prior to advancement of subsequent phases of design. The plan shall also be coordinated with adjacent design sections.
4. Update and submit right of way requirements for each construction contract. The right of way requirements shall be submitted on plan drawings and shall include all permanent right of way and permanent and temporary easements required for construction of the proposed improvements for contracts that the DSE is responsible.
5. A construction contract packaging schematic and concept level design and construction schedule for contracts for which the DSE is responsible.
6. Updated concept design for the following components: Drainage, Erosion and Sedimentation Control, Barrier Warrant Analysis Location, Lighting and Landscaping Plans.
7. Signing Strip Maps by construction contract which are applicable to interim phases of construction and operation of independent tollable segments of roadways.
8. *Drainage Design Concept Report* for the updated system interchange form exhibited in the *EOWA Project D1, Final Concept Plans (December 2013)*. The report will follow the requirements listed in the Illinois Tollway

Drainage Design Manual, March 2015. The DSE will review and modify drainage concepts presented in the *EOWA Project D1, Final Concept Plans* (December 2013). The *Drainage Concept Design Report* will present the nature of the required improvements, demonstrate the intent of the proposed design and verify compliance with the established design criteria. The Report will include all supporting data, back-up information and drawings.

9. The DSE will be responsible for updating the proposed drainage system concept design to reflect the revised system interchange concept presented in the *EOWA Project D1, Final Concept Plans* (December 2013). The DSE will review and modify concepts presented in the *EOWA Project D1, Final Concept Plans* (December 2013). As part of the report, the DSE will develop options for reduction in right of way requirements associated with proposed drainage concepts.
10. The DSE will be responsible for updating the landscaping and soil erosion/sedimentation control measures concept design to reflect the revised system interchange concept presented in the *EOWA Project D1, Final Concept Plans* (December 2013). The DSE will review and modify concepts presented in the *EOWA Project D1, Final Concept Plans* (December 2013).
11. The DSE will be responsible for updating the roadway lighting concept design to reflect the revised system interchange concept presented in the *EOWA Project D1, Final Concept Plans* (December 2013). The DSE will review and modify concepts presented in the *EOWA Project D1, Final Concept Plans* (December 2013).
12. Bridge Type Studies for proposed structures in accordance with Tollway Structure Design Manual, dated March 2015, as amended by the Tollway.
13. Context Sensitive Solutions and Aesthetics recommendations.
14. Concept Design Updates based upon coordination with project stakeholders.

The DSE review of Master Plan and Concept Design referenced above shall include preparation and submittal of a Concept Design Review Technical Memorandum which includes items identified in II.A. above and includes the following:

- a. The DSE shall confirm and concur with the following or provide a recommendations for proceeding during preliminary and final design:
 - a. Scope of Work.
 - b. Construction Contract Schedules.
 - c. Right of Way Requirements.
 - d. Construction Contract Packaging.
 - e. Phase I Environmental Commitments.
- b. Operating budget impact analysis (impact to Tollway Maintenance, Tollway Traffic Operations, Tollway Business Systems).
- c. Identification of signing requirements and coordination of needs with Tollway Sign Shop through the Design Corridor Manager (DCM).

In addition, the DSE shall perform the following during this phase:

- a. Coordination of any additional right of way requirements through the DCM. The DSE shall be responsible for ensuring that right of way acquisition activities are consistent with contract schedules.
- b. Field review and statement of existing pavement and roadside conditions including drainage facilities. Color photos of typical and special conditions are required.
- c. Identify any additional required design deviations. When a design deviation is sought, the DSE will start a Request For Design Deviation to Criteria (F4000.05). If agreed upon the form will be completely filled out and signed by all parties listed for signature.
- d. The DSE shall review utility coordination performed to date, verify potential conflicts for the project through concept design and complete Notification of Interference forms for all anticipated utility interferences.
- e. The DCM will prepare a comprehensive inventory of agreements for the overall project including railroad agreements. The DCM will be responsible for securing railroad agreements with technical support from the DSE. The DSE will review and confirm the overall agreements inventory as identified by the DCM and support the DCM in securing other required agreements in conformance with the established schedule, including preparation of agreements not being prepared by the DCM (see Table B).
- f. The DCM will coordinate system-wide design implementation. The DSE will incorporate site specific design services provided by others as specified in the DSE Manual, amended by the *Project-wide All Electronic Tolling and Intelligent Transportation Systems Design Criteria* document, dated July 2013.
- g. Right of Way requirements, permitting requirements, potential utility conflicts and required railroad and intergovernmental agreements shall be identified.
- h. The DSE will prepare Type, Size and Location Drawings for bridges, retaining walls and culverts proposed. An updated proposed profile will be prepared by the DSE reflecting proposed refinements resulting from structural recommendations (TS&Ls) and through coordination with the adjacent DSEs are necessary.
- i. Concept Cost Estimate Review. The DSE shall review the cost estimate prepared by the DCM and shall update the cost estimate or provide a statement concurring with the estimated cost.
- j. Concept Plan Legacy Comment Review. The DSE shall review unresolved comments received pertaining to the Concept Design Plans from involved agencies. Comments applicable to Contract I-15-4656 shall be compiled and presented in the technical memorandum.

C. FINAL DESIGN SERVICES AND SUBMITTALS REQUIRED:

1. Preparation of preliminary, pre-final and final contract documents, special provisions, design and quantity calculations and construction schedule to be reviewed by the Tollway. Plans should be prepared as specified in accordance with Tollway's Design Section Engineer's Manual, dated

March 2015, as amended by the Tollway. In addition to the Illinois Tollway, plans and contract documents will be submitted for review to involved federal, state and local agencies including, but may not limited to IDOT, DuPage County, Cook County, Village of Franklin Park, City of Elmhurst, City of Northlake, Village of Bensenville, Canadian Pacific Railway and Union Pacific Railway

2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSEs and the DCM as often as required to insure the final contract documents of all contracts relating to the limits are coordinated. The DSE shall be responsible for coordinating with the DCM to ensure that design submittals are consistent with other corridor submittals.
3. The DSE shall be responsible for coordinating designs with the DCM and Tollway User Departments, including but not limited to, Toll Services, Traffic Operations, Maintenance and Business Systems.
4. Maintenance of traffic and construction staging.
5. The DSE will be responsible for preparing and coordinating construction cost estimates with the DCM and Tollway in accordance with the DSE Manual. The DSE is responsible for tracking the scope and cost estimate for construction contracts and coordinating changes with the DCM and Tollway throughout the design phase. Final construction cost estimates will be developed by the DSE.
6. The DSE shall coordinate with federal, state and local agencies in order to ensure compliance with specified agency requirements and compatibility with adjacent project improvements. Coordination shall occur during the preparation of preliminary, pre-final and final plans as well as required following plan submittals and receipt of agency comments. Anticipated agency involvement includes, but may not be limited to, IDOT, DuPage County, Cook County, Village of Franklin Park, City of Elmhurst, City of Northlake, Village of Bensenville, Canadian Pacific Railway and Union Pacific Railway.
7. Preparation of plats of acquisition and legal descriptions.
8. All other submittals as required in the DSE Manual.
9. The DSE shall utilize established tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
10. Coordinate with the Tollway Project Manager and DCM on sending individual letters to state, municipal, township, county and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under Tollway consideration and comment on community issues of concern or support.
11. Coordinate with the Tollway Project Manager, and the Tollway's Planning Division, and the DCM on meeting with individual property owners, neighborhood groups and their local officials as required to address their questions or concerns regarding indirect project impacts.
12. Provide required information to support the Illinois Tollway's coordination activities with the EOWA Local Advisory Committee.
13. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.

14. The DSE is responsible for submittal of documents required during contract advertisement and as required for contract addenda in accordance with the DSE Manual. The DSE shall coordinate with the DCM and Tollway as necessary.
15. Analysis and recommendations shall be made for bridge repairs or reconstruction. Bridge Condition Reports shall contain life cycle cost analyses. The life cycle cost analysis (LCCA) shall be performed in accordance with procedures outlined in Publication No. FHWA-SA-98-079. The analysis shall use the following: Nominal discount rate of 6 %; inflation rate of 5 %; life of new bridge deck equal to 50 years; a new bridge deck will be overlaid after 25 years of service, life of new bridge substructure shall be 100 years; and utilize typical unit prices developed by the Tollway.

V. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

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

1. Items identified in Section II.
2. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Tollway's website at www.illinoisvirtualltollway.com.
3. Available structural inspection reports from current jurisdictional agencies of existing bridges within the project limits.
4. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
5. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Design Manual can be obtained from the Tollway's website at www.illinoistollway.com.
6. Copy of Illinois Tollway Railroad agreements (as required)
7. Copy of Bridge Condition Reports (as required)
8. Maintenance Section Reports (as required).
9. All other reports and engineering submittals performed to date (as required).

PROJECT SCHEDULE

**Contract No. I-15-4656
Elgin O'Hare Western Access, I-294 to I-90
Tri-State Tollway – I-290 to Wolf Road**

SCHEDULE

1.	Scoping Meeting	11/4/2015
2.	Design Scope Submittal	11/15/2015
3.	Design Scope Approval	12/2/2015
4.	Notice to Proceed	9/1/2016
5.	Project Kick-Off Meeting	9/8/2016
6.	Concept Submittal	4/1/2017
7.	Preliminary Submittal	TBD
8.	Pre-final Submittal	TBD
9.	Final Submittal	TBD
10.	Advertise	October 2017 ^a
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	March 2018 ^a

^a Listed dates are subject to change and correspond to the advertisement date and construction start dates for the earliest roadway contract.

**TABLE A:
BRIDGES LOCATED WITHIN THE PROJECT LIMITS**

**Contract No. I-15-4656
Elgin O'Hare Western Access, I-294 to I-90
Tri-State Tollway – I-290 to Wolf Road**

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge ¹	Maintenance**
233,234	NB/SB	33.35	Tri-State Tollway over North Avenue	O	TBD	A
285, 286	NB/SB	35.5	Tri-State Tollway over Grand Avenue	O	TBD	A
287,288	NB/SB	35.8	Tri-State Tollway over Union Pacific Railroad	O	TBD	A
TBD	NB to NB	TBD	Northbound Tri-State Tollway to Northbound Western Access Ramp over Tri-State Tollway and UPRR	O	TBD	A
TBD	SB to SB	TBD	Southbound Western Access to Southbound Tri-State Tollway over Union Pacific Railroad	O	TBD	A

** A Type – Illinois Tollway has complete maintenance responsibility.

** B Type – Illinois Tollway has partial maintenance responsibility.

** C Type – Illinois Tollway has complete or partial maintenance responsibility.

¹ Bridge type and span arrangements subject to confirmation by the DSE through Type, Size and Location studies.

**TABLE B:
EOWA PERMITTING AND AGREEMENTS RESPONSIBILITY MATRIX**

Element	Responsibility	
	DCM	DSE Others
Permits		
Overall Permitting	Management of the overall permitting delivery and schedule. The DCM will be the central point of contact with all agency permit coordination.	Identification of permitting requirements for individual construction contracts; permitting support/preparation as defined below. Direct agency coordination will be determined by the DCM.
404	Wetland delineation, Permit application; additional information requests; permit terms/conditions; permit acquisition.	Permit compliance within PS&E; detailed plan review; reconciliation of comments in 95% plans.
401	Permit application; additional information requests; permit terms/conditions; permit acquisition.	Permit compliance within PS&E; detailed plan review; reconciliation of comments in 95% plans.
Soil Water Conservation Districts (North Cook and Kane/DuPage SWCD's)	Agreement preparation assistance..	Permit compliance; 95% plan review of SESC plan with SWCD's.
Floodway Construction Permits	Preliminary stream hydrology/model data.	Validation/verification of stream hydrology for inclusion; permit application; additional information requests; permit terms and conditions; permit acquisition.
FAA 7460 Review's	Preparation/processing of 7460 review packages for construction impacting O'Hare/Schaumburg airspace; assist with identification of critical locations.	Preparation of plan sheets identifying critical locations affecting airspace; identification of construction means/methods, equipment usage, and construction duration in critical areas.
DuPage County Stormwater Management Plan Review	Design coordination and oversight.	Design coordination.
Federal, State and Local Agency Construction Permits	Design coordination and oversight.	Permit application for each construction contract; additional information requests; permit terms and conditions; permit acquisition.
MWRD – plan review and approval	Early coordination and development of conceptual engineering for affected facilities. Oversight of permit acquisition from the MWRD. Engineering details associated with the permit for the Touhy Basin will be the responsibility of the DSE.	Finalize engineering approach and details pertaining to impacts of MWRD facilities at the Touhy Flood Control Reservoirs. Prepare permit application content.

Element	Responsibility		
	DCM	DSE	Others
Permits			
Wetland Mitigation Permit (Off-Site Mitigation Site) – IDNR Interagency Policy Act/404 permit (USACE)	Coordination, pre-application meeting, Permit application; develop engineering content, additional information requests; permit terms/conditions; permit acquisition.		
402 Permit (NPDES Construction Permits)	Oversight of Design and preparation of SWPPP (S.P. 111.2) and review and coordination of Notice of Intent (NOI) submittals to the Tollway.	Preparation of SWPPP (S.P. 111.2) and NOI.	Preparation of Incidence of Noncompliance (ION) and Notice of Termination (NOT) by CM
IEPA Air Quality Permits (Mix Plants and Fuel Storage)	Permit application; additional information requests; permit terms and conditions; permit acquisition.		
IEPA Watermain Relocation Construction Permit	Design coordination and oversight.	Permit application; additional information requests; permit terms/conditions; permit acquisition.	
IEPA Notification of Special Waste	Phase 1 (PESA) and Phase 2 (ESA) investigations.	Inclusion of known information related to the nature/extent of special waste to be managed during construction in PS&E.	Discovery/removal of UST's will require IEPA notification; preparation of notifications and manifests of material disposal by Tollway contractor.
IEPA Notification of Asbestos/Lead Paint	Design coordination and oversight.	For building demolition contracts, investigation of asbestos and lead paint; preparation of IEPA notification.	
ICC	Permit application; additional information requests; permit terms/conditions; permit acquisition.	Supporting engineering detail for permit application.	
Agreements			
Railroad Agreements	Preparation/negotiation/securing umbrella agreements; support during negotiation of sub-agreements.	Engineering detail required to support sub-agreements; preparation of draft sub-agreements; assistance with sub-agreement reviews.	Right of Entry Permits by Contractor; Railroad Flagging Costs by Contractor. Tollway CM to provide oversight and tracking.
Other Agreements (Utilities, Federal, State, Municipalities, Counties)	Management of the overall agreements schedule; utility reimbursements for ICP Project A only via DCM contract	Design support; utility reimbursements.	Preparation/negotiation/securing agreements.

Attachment A

Web-based Project Management System

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT G**Contract No. I-15-4656****Alfred Benesch & Company****CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
P-91-190-07	PTB 143 – I-55 at Lorenzo Road	\$3,446,653.00	\$173,903.00	7/1/2016
D-94-088-06	PTB 152 – I-74/I-155 Interchange	\$5,596,887.00	\$35,002.00	7/1/2016
D-91-191-10	PTB 154/14 – IL-171/First Avenue	\$6,961,067.00	\$162,398.00	10/1/2016
P-91-599-10	PTB 156 – 95th & Stony, Phase I	\$1,549,259.00	\$51,179.00	2/1/2016
P-91-597-10	PTB 157 – I-290 Widening Study	\$1,126,429.00	\$889,188.00	2/1/2017
P-93-013-11	PTB 159 – IL-89 over Illinois River	\$2,391,969.00	\$103,255.00	7/1/2016
D-91-407-12	PTB 165/02 – IDOT PM Services	\$4,018,516.00	\$150,000.00	1/1/2016
C-91-173-13	PTB 168/02 – Phase III Construction Inspection Services for U.S. 34 (Ogden Avenue) at the CNRR	\$3,746,039.00	\$2,450,801.00	5/1/2017
I-11-4018	PSB 11-4 – Jane Adams Memorial Reconstruction – Higgins Rd to Randall Rd; I-90 DSE & DCM	\$10,595,840.00	\$78,612.00	4/1/2019
I-13-4102	PSB 13-1, Item 13 – I-90 Retaining Wall, Noise Wall and Bridge Widening	\$3,388,989.00	\$25,866.00	5/1/2017
I-13-4104	PSB 13-1, Item 15 – I-90 Bridge & Ramp Reconstruction (IL 25)	\$12,156.00	\$12,156.00	6/1/2017
I-14-4188	PSB 14-1, Item 3 – I-90, IL 53 to Arlington Heights Rd. Widening	\$9,005,385.00	\$4,214,516.00	5/1/2019
I-14-4189	PSB 14-1 – Westbound Roadway & Bridge to IL 31 to the Fox River	\$91,000.00	\$74,686.00	6/1/2019
I-14-4191	PSB 14-1 – I-90 CM Design Support, IL-25 to West of Higgins Rd	\$56,000.00	\$4,912.00	12/1/2016
I-14-4194	PSB 14-1 – I-90 Construction Management Services Upon Request (sub to Parsons)	\$80,000.00	\$56,159.00	12/1/2016
I-14-4640	EOWA Tollway-Mainline Advance Earthwork	\$22,500.00	\$1,937.00	11/1/2018

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-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-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Lin Engineering, Ltd.

Contract Number: I-15-4656

Proposal Date: 5/31/2016

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: I-15-4656

Consultant: Lin Engineering, Ltd.

Lin Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

MONTHS of YEAR 2016												Grand Total Exhibit A Hours	16,655
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS
Concept									1191	1188	1188	1180	4747
Design Package 1													
Design Package 2													
Design Package 3													
Design Package 4													
TOTALS									1191	1188	1188	1180	4747

Contract Number: I-15-4656

Consultant: Lin Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Concept	4	2	2														8
Design Package 1	1049	61	61	61	61	61	60	60	60								1534
Design Package 2				320	80	80	80	80	80	80	80	80	80	80	80	80	960
Design Package 3				600	150	150	150	150	150	150	150	150	150	150	150	150	1800
Design Package 4																	
TOTALS	1053	63	63	981	291	291	290	290	290	230	230	230	230	230	230	230	4302

Contract Number: I-15-4656

Consultant: Lin Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept															
Design Package 1															
Design Package 2	80	80	80	80	80	80	80	80	80	80	80	78	958		
Design Package 3	150	150	150	149	149	149	149	149	149	149	149	149	1791		
Design Package 4									540	540	540	540	2160		
TOTALS	230	230	230	229	229	229	229	229	229	769	769	767	4909		

Contract Number: I-15-4656 Consultant: Lin Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept														
Design Package 1														
Design Package 2														
Design Package 3														
Design Package 4	540	540	540	540	537									2697
TOTALS	540	540	540	540	537									2697

Contract No.: 1-15-4656

Consultant: Lin Engineering, Ltd.

Date: 5/31/2016

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 33
 SCHEDULED START DATE: 9/1/2016
 RAISE DATE: 1/1/2017
 PERCENT OF RAISE: 3%

No. OF MONTHS

ESCALATION PER YEAR Year 1 through 5

9/1/2016	-	12/31/2016	1/1/2017	-	12/31/2017	1/1/2018	-	12/31/2018	1/1/2019	-	5/31/2019		
Date		Date	Date		Date	Date		Date	Date		Date	Date	Date
4.0			12.0			12.0			5.0			33.0	33.0
33.0			33.0			33.0			33.0			33.0	33.0
12.12%		37.45%		38.58%		16.56%							
Factor First Period		Escalation Factor Second Period		Escalation Factor Third Period		Escalation Factor Fourth Period		Escalation Factor Fifth Period					

ESCALATION PER YEAR Year 6 through 10

	-			-			-			-			-
Date		Date	Date		Date	Date		Date	Date		Date	Date	Date
33.0			33.0			33.0			33.0			33.0	33.0
Escalation Factor Sixth Period		Escalation Factor Seventh Period		Escalation Factor Eighth Period		Escalation Factor Ninth Period		Escalation Factor Tenth Period					

The escalation factor for this project is: 104.71%

Contract No.: I-15-4656 Consultant: Lin Engineering, Ltd.

Date: 5/31/2016 Escalation Factor: 104.71% (From Exhibit C-1)

Summary table with columns: Total Estimated Work Hours (16,655.00), Average Hourly Rate (\$49.01), Total Direct Labor (\$816,261.55), and OVERTIME PREMIUM (Total O/T Estimated Hours, Average Premium O/T Hourly Rate, Total Overtime Premium).

Main table titled 'EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES' with columns for Eligibility, Classification, Minimum/Maximum Tollway Rates, Average Hourly Rate, Escalated Hourly Rate, Estimated Work Hours, Escalated Average Premium Overtime Hourly Rate, and Estimated Overtime Hours.

Contract No.: I-15-4656

Consultant: Lin Engineering, Ltd.

Date: 5/31/2016

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Paul B Lin	\$70 - \$70
Project Manager	Project Manager	Fred M Lin	\$60 - \$70
	Project Manager	Michael T Haley	\$60 - \$70
Senior Engineer/Planner	Senior Engineer	Suresh T Desai	\$40 - \$70
	Senior Engineer	Vincent Tabor	\$40 - \$70
	Senior Engineer	Koteswara R Ghanta	\$40 - \$70
Resident Engineer	None	N/A	\$40 - \$70
Project Engineer/Planner	Civil Engineer	Shiraz Tarique	\$25 - \$60
	Civil Engineer	Zhengzhong Zhang	\$25 - \$60
	Civil Engineer	Samuel G Lahniers	\$25 - \$60
	Civil Engineer	Imran Siddiqui	\$25 - \$60
	Civil Engineer	Spencer Koehler	\$25 - \$60
	Civil Engineer	Brett D Carey	\$25 - \$60
	Civil Engineer	Robert P Whiteside	\$25 - \$60
	Civil Engineer	Mykola Andrushko	\$25 - \$60
	Civil Engineer	Robert Churchill	\$25 - \$60
	Civil Engineer	Joseph Hopson	\$25 - \$60
	Civil Engineer	Krystian Ustupski	\$25 - \$60
	Civil Engineer	Jacob J Allen	\$25 - \$60
	Civil Engineer	Matthew A Wendler	\$25 - \$60
	Civil Engineer	Rachel Phelps	\$25 - \$60
	Civil Engineer	Christopher G Younker	\$25 - \$60
Staff Engineer/Planner	None	N/A	\$20 - \$40
Engineer /Accountant	None	N/A	\$20 - \$60

Contract No.: I-15-4656

Consultant: Lin Engineering, Ltd.

Date: 5/31/2016

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Senior Technical Specialist	Senior Technician	Bogdan Dobrenko	\$25 - \$60
	Senior Technician	Rogiann M Hansen	\$25 - \$60
	Senior Technician	Andrew J Fonck	\$25 - \$60
Technical Specialist	Technician	Aaron Peterson	\$20 - \$50
	Technician	Douglas A Smedley	\$20 - \$50
	Technician	Robert F Swoboda	\$20 - \$50
	Technician	William T Mack	\$20 - \$50
	Technician	Christopher D Wyer	\$20 - \$50
Architect	None	N/A	\$30 - \$70
Realty Specialists	PLS	George L Woods	\$30 - \$70
	PLS	Jeffrey W Day	\$30 - \$70
	PLS	Duane E Weiss	\$30 - \$70
	PLS	Nathan Dozier	\$30 - \$70
Intern	None	N/A	\$8.25 - \$20
Admin/Clerical	None	N/A	\$8.25 - \$40

Contract No.: I-15-4656 Consultant: Lin Engineering, Ltd.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

- Railroad Costs:**
- Railroad Application Fee
- Railroad Liability Insurance
- Safety Training/ID Badges
- Railroad Flaggers
-
-
-
-
-
-
-
-
-
-
-
-
-

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) **\$ 164,482.00**

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department 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	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
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 and mapping	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>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**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 IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE 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 CSE Manual allowance.

Contract No.: I-15-4656

Consultant: Lin Engineering, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Paul B. Lin, P.E., S.E.

Project Manager: Fred M. Lin, P.E.

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

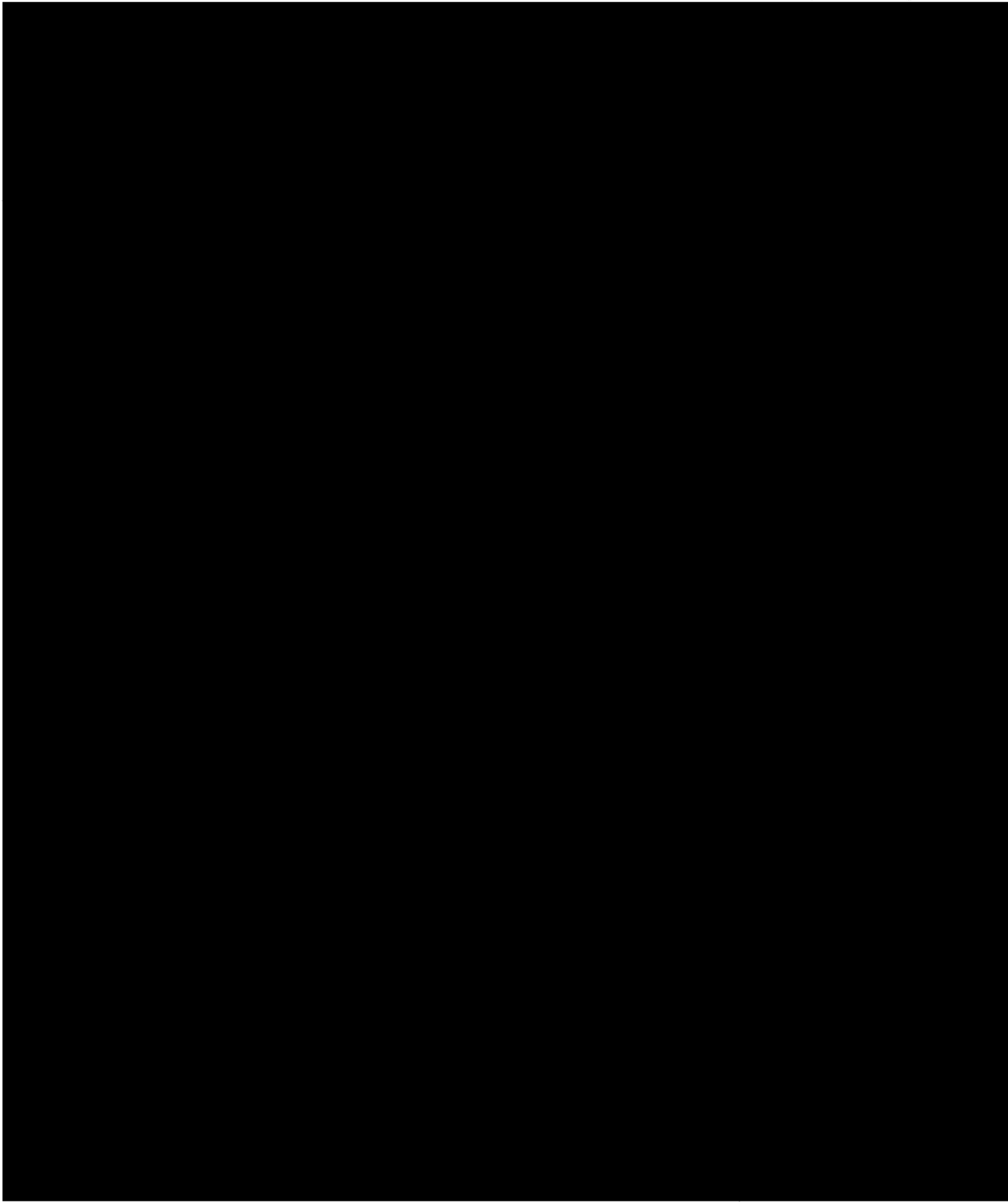
Classification: _____



LIN ENGINEERING, LTD.
Consulting Engineers

PAUL B. LIN, P. E., S.E.

Project Manager

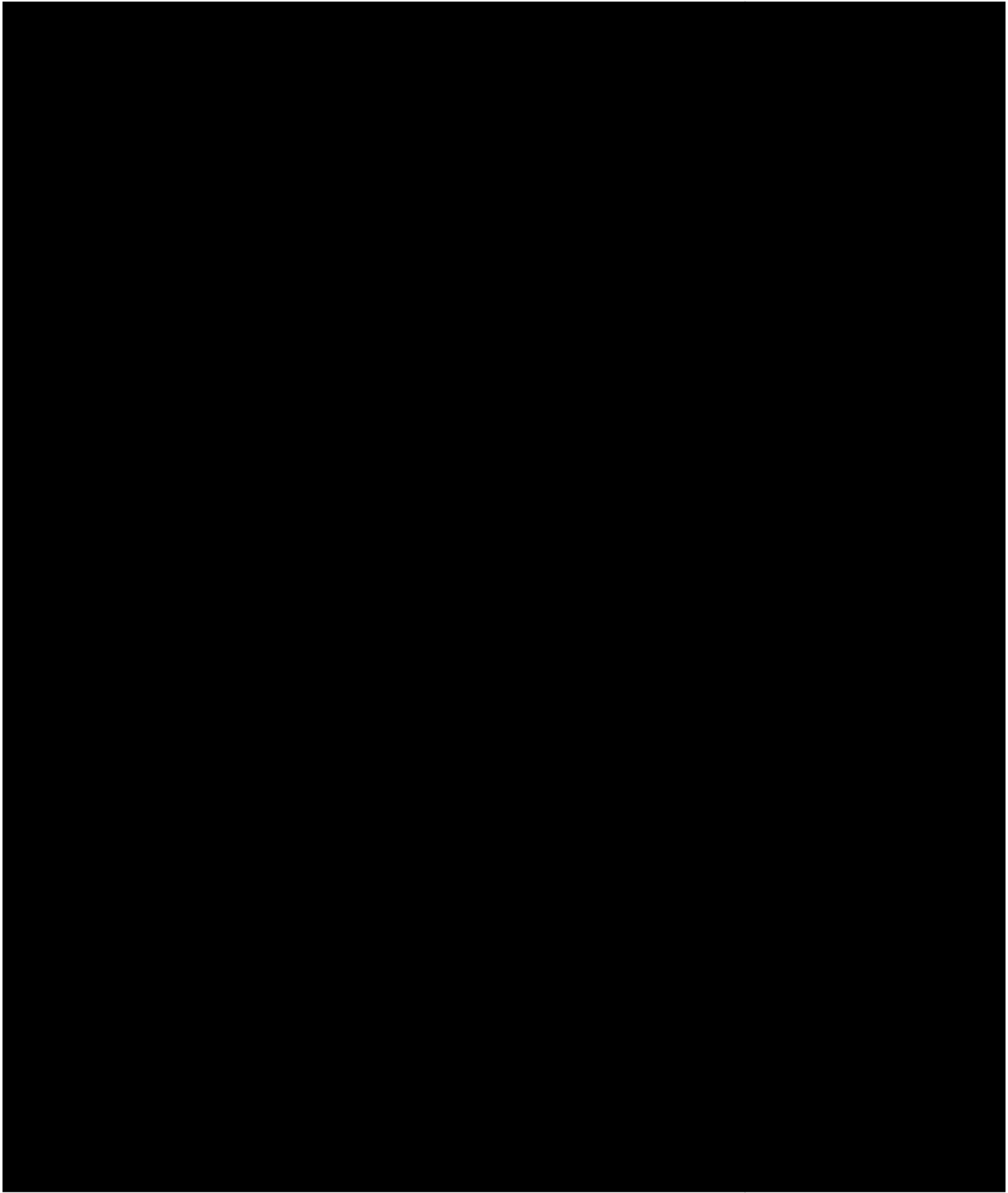




LIN ENGINEERING, LTD.
Consulting Engineers

PAUL B. LIN, P. E., S.E.

Project Manager

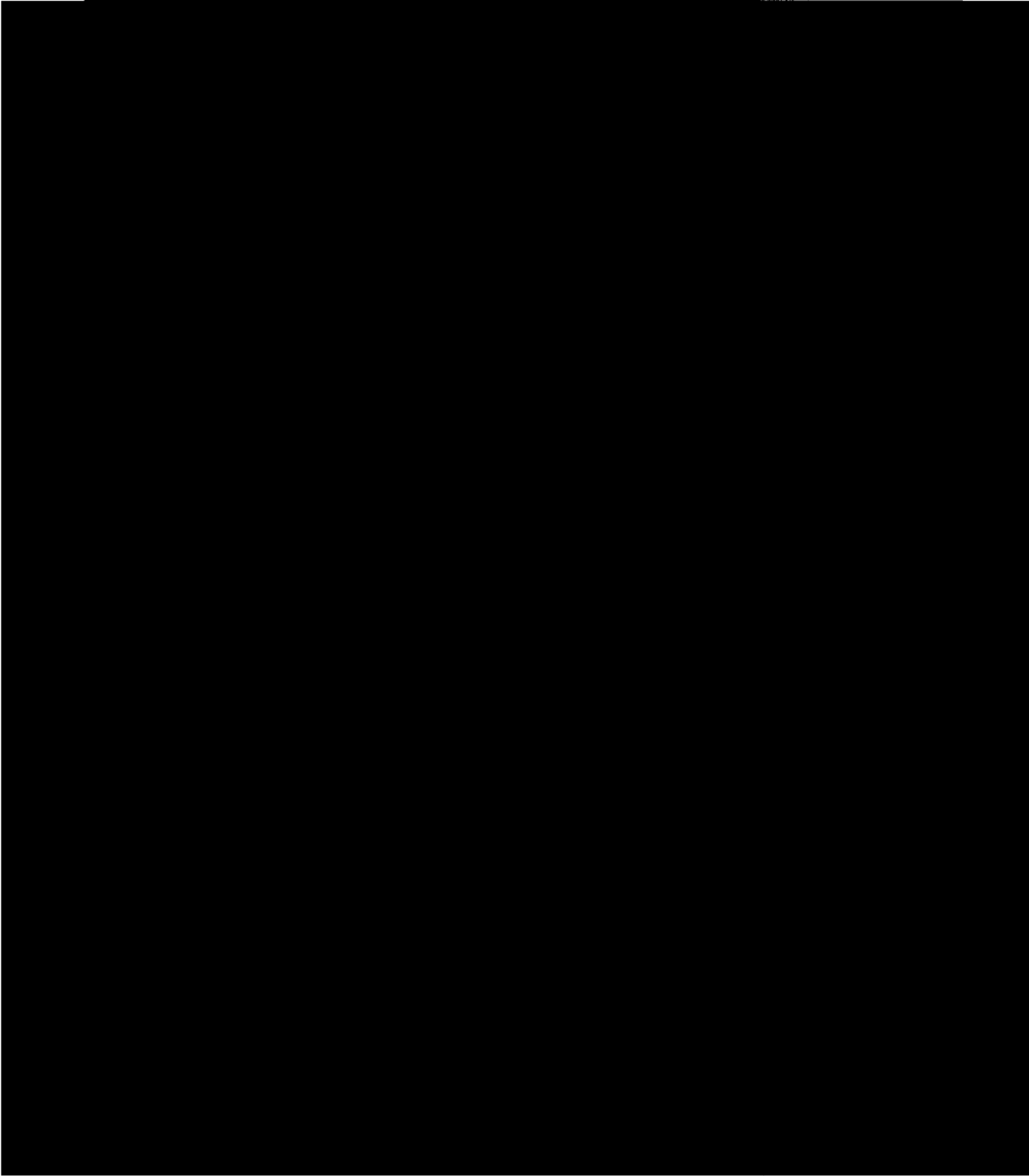




LIN ENGINEERING, LTD.
Consulting Engineers

FRED M. LIN, P. E.

Project Manager





LIN ENGINEERING, LTD.
Consulting Engineers

FRED M. LIN, P. E.

Project Manager

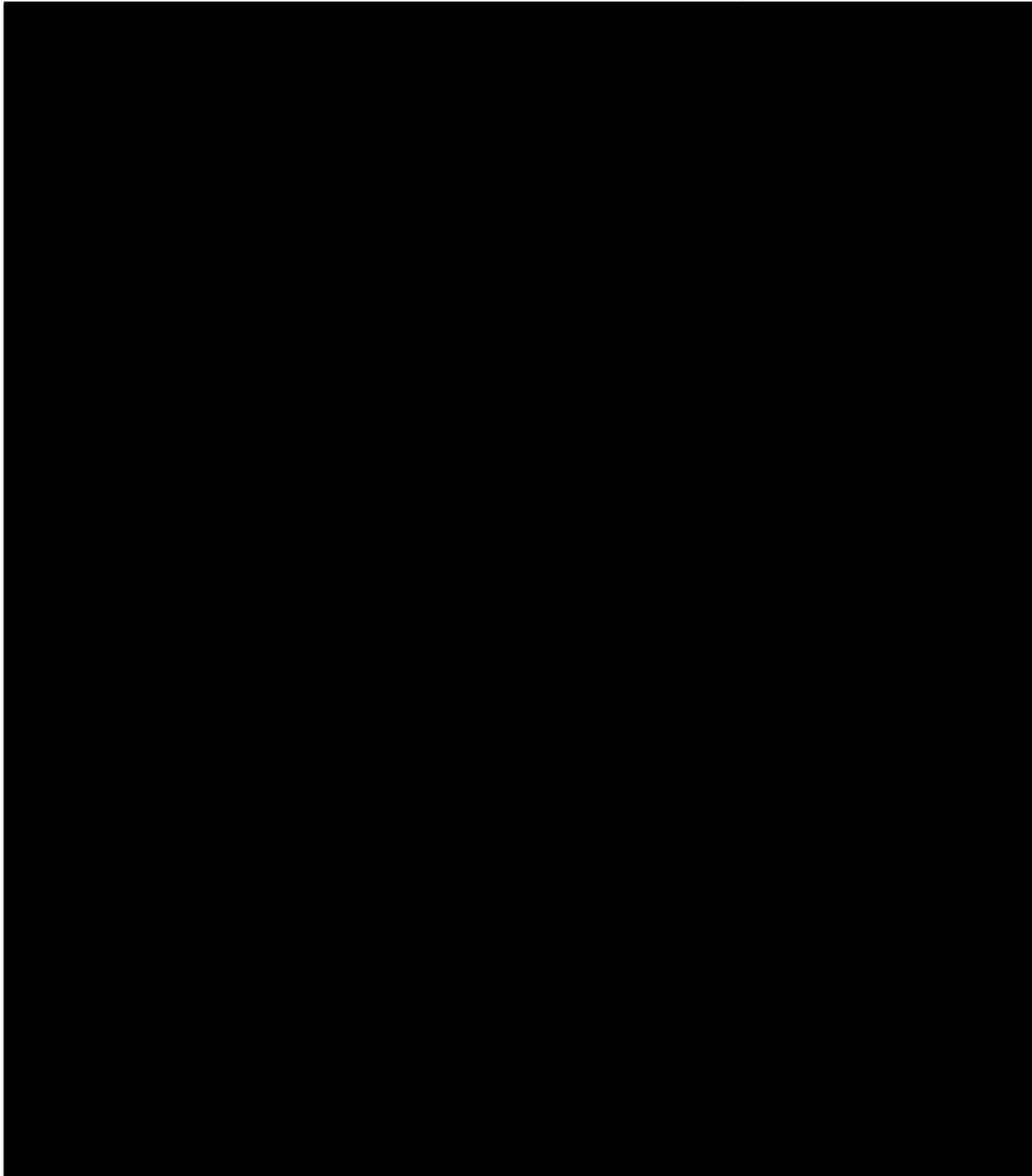


EXHIBIT F
Contract I-15-4656
SCOPE OF SERVICES

Project Location: The project is the Western Access corridor connection to the Tri-State Tollway. The project limits along the Western Access corridor are between the Tri-State Tollway and Franklin/Green Street and for the Tri-State Tollway between North Avenue and Wolf Road in Cook County.

A. Concept/Survey/Environmental

Surveys

Provide surveying services to support the design and preparation of contract plans and specifications for proposed Western Access Corridor connection. Project limits along the Western Access corridor are between the Tri-State Tollway and Franklin/Green Street and for the Tri-State Tollway between North Avenue and Wolf Road in Cook County.

Survey work to be performed by utilizing initial horizontal and vertical control points from adjacent Tollway projects established in NAD83 (2007 adj) state plane east zone coordinates and NAVD88 vertical datum. The DCM will supply initial horizontal and vertical control. The DSE will utilize the control provided by the DSE increasing its density throughout the project area.

Proposed Surveying Scope of Services assumes aerial mapping of the project limits has been done and will be provided.

Review Survey Data

Review of available survey information furnished by the DCM and confirmation of completeness or need for additional information. 80 MH

Establish / Supplement Horizontal & Vertical Control

Establish & Cross-Tie Horizontal Control throughout the project limits as necessary by static network. (Assume 25 Points) 240 MH
8 days x 3 people x 10 hrs/day
Process network sessions 32 MH

Additional Vertical Control will be set as necessary through the project limits by electronic level circuit in NAVD 88 datum.

Not Included in Scope 0 MH

Field Check Existing Mapping / Update CADD Drawings

Perform field checks of the aerial mapping within the project limits and update the existing CADD drawing.

Field Work 5 days x 2 people x 10 hrs/day 100 MH
Download Process Surveys 10 MH
Update CADD drawing 16 MH

Topographic / DTM Surveys

Survey of the roadway, parking lots and entrances (hard shots) will be taken and extended beyond design limits for roadway pavement where applicable. Geopak 'TIN' files will be

generated from the survey data to merge into the overall contour file. *Survey work is proposed to be performed utilizing remote scanning or prismless shots to eliminate lane closures.*

Anticipated roadway surveys to be:

Mainline Project Limits from Tri-State to Frankline/Green Street	4,000'
Tri-State Tollway	16,500'
Grand Avenue	600'
Northwest Avenue	9,000'
King Avenue	2,400'
Field Work 32,000' @ 1,500'/day: 21 days x 2 people x 10 hrs/day	420 MH
Download/Process Survey Data/Drafting	40 MH
Develop 'TIN' Files	40 MH

Bridge Surveys

Survey of two existing bridge structures to be replaced. Tri-State over Grand Avenue and over Union Pacific Railroad. *Survey work is proposed to be done with prismless shots or laser scanning.*

Field Work: 2 days x 2 people x 10 hrs/day	40 MH
Download/Process Survey Data / Drafting	16 MH

Railroad Surveys

Surveys of the existing tracks and proposed spur realignment for approximately 4,000 feet of rail corridor for Union Pacific Railroad.

Railroad Coordination	24 MH
Field Work: 4 days x 2 people x 10 hrs/day	80 MH
Download / Process Survey Data / Drafting	12 MH

Utility / Sewer Surveys

Review previous utility surveys if available and identify where additional surveys are needed. Coordinate with J.U.L.I.E. and utilities to have underground facilities marked in the field to be located or obtain utility maps. Survey location and elevation of sewer manholes/inlets/outlet pipes. Perform measurements of manholes and inlets to determine the invert elevation, size and direction of flow of pipes. Entry into confined spaces is not included in this proposal.

Utility Coordination	24 MH
Field Work 10 days x 2 people x 10 hrs/day	200 MH
Download / Process Survey Data / Drafting	80 MH

Barrier Warrant Analysis Surveys

Perform surveys as identified by the DSE for barrier warrant analysis. Surveys to include detailed location of possible obstruction and/or slope cross sections for an anticipated 38 locations and 300 feet of survey limits per location.

Field Work 10 days x 2 people x 10 hrs/day	200 MH
Download / Process Survey Data / Drafting	80 MH

Boring Staking

Perform surveys to establish northing, easting and elevation for structural, roadway and sign structure borings. Surveys will either locate borings that have been completed or provide boring staking with a ground elevation at proposed boring locations.

Estimate 500 borings: 25 days x 2 people x 10 hrs/day	500 MH
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Supplemental Design Surveys

Additional survey work to be done as identified by the DSE.

Field Work	10 days x 2 people x 10 hrs/day	200 MH
Download / Process Survey / Drafting		40 MH

Set / Cross Tie Alignments

Proposed roadway and ramp alignments will be set and cross-tied at the PC, PI, PT and POT points. The points will be cross tied in the field. (Approximately 100 Points)

Prepare Staking Plan		16 MH
Set Alignment Points & Cross Tie: 8 days x 3 people x 10 hrs/day		240 MH

Prepare Alignment / Tie / Benchmark Sheets

Complete a list of benchmarks for vertical control and draft cross ties for horizontal control and place them on alignment plan sheets. Draft alignment cross ties and place information on alignment plan sheets.

Approximately 15 Plan Sheets		120 MH
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Boundary / Land Surveys

Courthouse Research to obtain Pertinent Subdivision, Survey and Right of Way Plats and other land information as necessary. Field work to research and traverse existing boundary monumentation, access control fencing and right of way markers. Office calculations to develop boundary lines and existing right of way lines for up to ten parcels.

Courthouse Research		16 MH
Field Work	10 parcels x 4 hrs/parcel x 2 people	80 MH
Office Calcs		40 MH

Prepare Plats of Acquisition per ISTHA Standards and Check Sheets

10 Parcels x 32 hrs/parcel		320 MH
Upload Parcels		10 MH

Boundary / ROW Staking

Set Iron Pins with 2-1/2" Tollway Caps at Proposed Right of Way and Permanent Easement Corners. (Approximately 50 corners)

Prepare Staking Plan		8 MH
Field Work: 2 days x 3 people x 10 hrs/day		60 MH

Travel Time	15 trips x 7 hrs/trip x 4 people	420 MH
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Signing

Existing Signing Plan/Inventory		
24 sheets x 8 MH/sheet		192 MH

Proposed Signing Plan		
24 sheets x 16 MH/sheet		384 MH

Barrier Warrants

288 MH

Prepare one Concept Barrier Warrant Analysis (BWA) submittal for review. Roll plot exhibits will be prepared to summarize the anticipated areas of concern (AOCs) along the project corridor.

B. SB I-294 Advance Retaining Walls & Bridge (North Ave. to Wolf Rd.)

Barrier Warrant Analysis

Assess MOT Conditions 240 MH

Signing & Striping Plans

12 sheets x 16 MH/sheet 192 MH
 Quantity Calculations 40 MH
 Special Provisions 24 MH

Incorporate ESI designs for County Line Road 988 MH

C. SB I-204 Roadway & Median (I-290 to Addison Creek)

Barrier Warrants

a. Prepare traffic barrier warrants in accordance with the March 2015 Illinois Tollway Traffic Barrier Guidelines. Assumes: (155) Level 0 Table; (20) Level 1 Table; (32) Level 2 Analyses; and (6) Level 3 Analyses Locations. Cross sections will be provided to Lin Engineering from Alfred Benesch & Company

b. Submittals to the Tollway will include:

- Preliminary submittal – Will include Level 0 Table, Level 1 Table, 2 representative Level 2 analyses and 2 representative Level 3 analyses. One copy will be submitted to the Tollway and one copy submitted to the Alfred Benesch and Company.
- Pre-Final submittal - Will address Preliminary comments and include analysis of all AOCs. One copy will be submitted to the Tollway and one copy submitted to the Alfred Benesch and Company.
- Final submittal - Will address Pre-Final comments and include analysis of all AOCs. One copy will be submitted to the Tollway and one copy submitted to the Alfred Benesch & Company.

Assume 20% of below total estimate: 958 MH

(Preliminary Submittal: 280 MH)

(Meetings: 20 meetings x 2 people x 6 MH = 240 MH)

(Level 0 Table: 80 MH x 2 submittals = 160 MH)

(Level 1 Analysis: 20 locations x 2 MH x 2 submittals = 80 MH)

(Level 2 Analysis: 32 locations x 48 MH x 2 submittals = 3072 MH)

(Level 3 Analysis: 6 locations x 80 MH x 2 submittals = 960 MH)

Signing and Striping Plans

Lin Engineering will be responsible for the development of the signing and striping plans for the subject project in accordance with the current version of the Illinois Tollway Signage and Marking Guidelines in addition to the DSE Manual.

Lin Engineering will also be responsible for the development of the sign structure details. Based on the Final D1 Concept Report the following sign structures are anticipated:

Proposed Sign Structure Inventory: I-294 from North Ave. to Wolf Rd.

Sign Number	Location	ML Approx. Station	Type
D1-145	I-294	1936+00	Cantilever
D1-146	I-294	1998+50	Cantilever
D1-154	I-294	2036+50	Cantilever
DMS-##	I-294	2045+00	Type I - Truss
D1-155	I-294	2053+00	Truss
D1-157	I-294	263+00	Truss
D1-187	I-294	275+50	Cantilever
D1-50/D1-51	I-294	291+00	Truss
D1-70	I-294	2009+00	Cantilever
D1-59	I-294	2033+00	Cantilever
DMS-##	I-294	2041+00	Type I - Truss
D1-56/D1-57	I-294	2050+50	Truss
D1-208	I-294	258+50	Cantilever

Proposed Sign Structure Inventory: West Bypass from I-294 to Franklin Ave./Green St.

Sign Number	Location	ML Approx. Station	Type
D1-160	West Bypass Ramp S2	219+80	Cantilever
D1-161	West Bypass	1009+70	Cantilever
D1-180	West Bypass	1048+20	Cantilever
D1-40	West Bypass	1063+80	Cantilever

Alfred Benesch & Co. will provide Lin Engineering the cross section for the development of section. For sign foundations which are integral with retaining walls, Lin Engineering will provide sign loadings but will not be responsible for the foundation design.

Signing Schedule Overhead 1 sheet x 40 MH/sheet	40 MH
Signing Schedule Ground Mounted 1 sheet x 40 MH/sheet	40 MH
Pavement Marking & Signing Plans Tri-State: 6 sheets x 16 MH/sheet	96 MH
Quantity Calculations	80 MH
Special Provisions	40 MH

Assume 20% of below total estimate:

490 MH

(Sign Structure Details: 17 structures x 24 MH/structure = 408 MH)

(Signing Details: 45 signs x 16 MH/sign = 720 MH)

(Signing Schedules: 2 sht. x 3 contracts x 24 MH = 144 MH)

(Signing Strip Map: 360 MH)

(Signing & Striping Plans: 34 shts. X 24 MH/sht. = 816 MH)

D. Interchange Contract (Addison Creek to Wolf Rd.)

Barrier Warrants

- a. Prepare traffic barrier warrants in accordance with the March 2015 Illinois Tollway Traffic Barrier Guidelines. Assumes: (155) Level 0 Table; (20) Level 1 Table; (32) Level 2 Analyses; and (6) Level 3 Analyses Locations. Cross sections will be provided to Lin Engineering from Alfred Benesch & Company
- b. Submittals to the Tollway will include:
 - Preliminary submittal – Will include Level 0 Table, Level 1 Table, 2 representative Level 2 analyses and 2 representative Level 3 analyses. One copy will be submitted to the Tollway and one copy submitted to the Alfred Benesch and Company.
 - Pre-Final submittal - Will address Preliminary comments and include analysis of all AOCs. One copy will be submitted to the Tollway and one copy submitted to the Alfred Benesch and Company.
 - Final submittal - Will address Pre-Final comments and include analysis of all AOCs. One copy will be submitted to the Tollway and one copy submitted to the Alfred Benesch & Company.

Assume 40% of below total estimate:

1917 MH

(Preliminary Submittal: 280 MH)

(Meetings: 20 meetings x 2 people x 6 MH = 240 MH)

(Level 0 Table: 80 MH x 2 submittals = 160 MH)

(Level 1 Analysis: 20 locations x 2 MH x 2 submittals = 80 MH)

(Level 2 Analysis: 32 locations x 48 MH x 2 submittals = 3072 MH)

(Level 3 Analysis: 6 locations x 80 MH x 2 submittals = 960 MH)

Signing and Striping Plans

Lin Engineering will be responsible for the development of the signing and striping plans for the subject project in accordance with the current version of the Illinois Tollway Signage and Marking Guidelines in addition to the DSE Manual.

Lin Engineering will also be responsible for the development of the sign structure details. Based on the Final D1 Concept Report the following sign structures are anticipated:

Proposed Sign Structure Inventory: I-294 from North Ave. to Wolf Rd.

Sign Number	Location	ML Approx. Station	Type
D1-145	I-294	1936+00	Cantilever

D1-146	I-294	1998+50	Cantilever
D1-154	I-294	2036+50	Cantilever
DMS-##	I-294	2045+00	Type I - Truss
D1-155	I-294	2053+00	Truss
D1-157	I-294	263+00	Truss
D1-187	I-294	275+50	Cantilever
D1-50/D1-51	I-294	291+00	Truss
D1-70	I-294	2009+00	Cantilever
D1-59	I-294	2033+00	Cantilever
DMS-##	I-294	2041+00	Type I - Truss
D1-56/D1-57	I-294	2050+50	Truss
D1-208	I-294	258+50	Cantilever

Proposed Sign Structure Inventory: West Bypass from I-294 to Franklin Ave./Green St.

Sign Number	Location	ML Approx. Station	Type
D1-160	West Bypass Ramp S2	219+80	Cantilever
D1-161	West Bypass	1009+70	Cantilever
D1-180	West Bypass	1048+20	Cantilever
D1-40	West Bypass	1063+80	Cantilever

Alfred Benesch & Co. will provide Lin Engineering the cross section for the development of section. For sign foundations which are integral with retaining walls, Lin Engineering will provide sign loadings but will not be responsible for the foundation design.

Signing Schedule Overhead 1 sheet x 40 MH/sheet	40 MH
Signing Schedule Ground Mounted 1 sheet x 40 MH/sheet	40 MH
Pavement Marking & Signing Plans	
Tri-State: 6 sheets x 16 MH/sheet	96 MH
Ramp S1: 2 sheets x 16 MH/sheet	32 MH
Ramp S2: 3 sheets x 16 MH/sheet	48 MH
Grand Avenue: 1 sheet x 16 MH/sheet	16 MH
Quantity Calculations	64 MH
Special Provisions	32 MH
Assume 40% of below total estimate:	979 MH
(Sign Structure Details: 17 structures x 24 MH/structure = 408 MH)	
(Signing Details: 45 signs x 16 MH/sign = 720 MH)	
(Signing Schedules: 2 sht. x 3 contracts x 24 MH = 144 MH)	
(Signing Strip Map: 360 MH)	

(Signing & Striping Plans: 34 shts. X 24 MH/sht. = 816 MH)

E. Interchange Contract (Addison Creek to Wolf Rd.)

Barrier Warrants

- a. Prepare traffic barrier warrants in accordance with the March 2015 Illinois Tollway Traffic Barrier Guidelines. Assumes: (155) Level 0 Table; (20) Level 1 Table; (32) Level 2 Analyses; and (6) Level 3 Analyses Locations. Cross sections will be provided to Lin Engineering from Alfred Benesch & Company
- b. Submittals to the Tollway will include:
 - Preliminary submittal – Will include Level 0 Table, Level 1 Table, 2 representative Level 2 analyses and 2 representative Level 3 analyses. One copy will be submitted to the Tollway and one copy submitted to the Alfred Benesch and Company.
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Assume 40% of below total estimate:

1917 MH

(Preliminary Submittal: 280 MH)

(Meetings: 20 meetings x 2 people x 6 MH = 240 MH)

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(Level 3 Analysis: 6 locations x 80 MH x 2 submittals = 960 MH)

Signing and Striping Plans

Lin Engineering will be responsible for the development of the signing and striping plans for the subject project in accordance with the current version of the Illinois Tollway Signage and Marking Guidelines in addition to the DSE Manual.

Lin Engineering will also be responsible for the development of the sign structure details. Based on the Final D1 Concept Report the following sign structures are anticipated:

Proposed Sign Structure Inventory: I-294 from North Ave. to Wolf Rd.

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D1-157	I-294	263+00	Truss
D1-187	I-294	275+50	Cantilever
D1-50/D1-51	I-294	291+00	Truss
D1-70	I-294	2009+00	Cantilever
D1-59	I-294	2033+00	Cantilever
DMS-##	I-294	2041+00	Type I - Truss
D1-56/D1-57	I-294	2050+50	Truss
D1-208	I-294	258+50	Cantilever

Proposed Sign Structure Inventory: West Bypass from I-294 to Franklin Ave./Green St.

Sign Number	Location	ML Approx. Station	Type
D1-160	West Bypass Ramp S2	219+80	Cantilever
D1-161	West Bypass	1009+70	Cantilever
D1-180	West Bypass	1048+20	Cantilever
D1-40	West Bypass	1063+80	Cantilever

Alfred Benesch & Co. will provide Lin Engineering the cross section for the development of section. For sign foundations which are integral with retaining walls, Lin Engineering will provide sign loadings but will not be responsible for the foundation design.

Signing Schedule Overhead 1 sheet x 40 MH/sheet	40 MH
Signing Schedule Ground Mounted 1 sheet x 40 MH/sheet	40 MH
Pavement Marking & Signing Plans	
West Bypass: 2 sheets x 16 MH/sheet	32 MH
Ramp T1: 3 sheets x 16 MH/sheet	48 MH
Ramp T2: 2 sheets x 16 MH/sheet	32 MH
Quantity Calculations	64 MH
Special Provisions	32 MH
Assume 40% of below total estimate:	979 MH
(Sign Structure Details: 17 structures x 24 MH/structure = 408 MH)	
(Signing Details: 45 signs x 16 MH/sign = 720 MH)	
(Signing Schedules: 2 sht. x 3 contracts x 24 MH = 144 MH)	
(Signing Strip Map: 360 MH)	
(Signing & Striping Plans: 34 shts. X 24 MH/sht. = 816 MH)	

Erosion Control Plans

Preparation of proposed erosion control plans for final conditions for the Interchange Contract. Temporary erosion control countermeasures for individual stages not included in scope. Plan Sheets to be 1" = 50' scale plan views.

General Notes	40 MH
Erosion Control Sequence	48 MH
Schedules: 2 sheets x 32 MH	64 MH
Plan Sheets: 7 sheets x 56 MH	392 MH
Details: 3 sheets x 40 MH	120 MH
Quantity Calculations	80 MH
Special Provisions	80 MH

Landscaping Plans

Preparation of proposed landscaping plans for final conditions for the Interchange Contract. Plan Sheets to be 1" = 50' scale plan views.

Schedules & Notes	16 MH
BMP Plan and Typical Sections	24 MH
Plan Sheets: 7 sheets x 32 MH	224 MH
Details: 1 sheet x 16 MH	16 MH
Quantity Calculations	80 MH
Special Provisions	48 MH

QA/QC = 433 MH
Administration = 646 MH

Total = 16655 MH

Direct Cost Breakdown:

Mileage:	20 meetings x 20 mi. x \$0.575 =	\$ 230.00
	15 trips x 400 miles/trip x \$0.575/mile x 2 vehicle =	\$ 6,900.00
	94 days x 50 miles/day x \$0.575/mile x 1 vehicle =	\$ 2,702.50
	7 days x 50 miles/day x \$0.575/mile x 2 vehicles =	\$ 402.50
	8 days x 100 miles/day x \$0.575/mile x 3 vehicles =	\$ 1,380.00
Lodging:	48 nights x 4 people x \$90/night =	\$ 17,280.00
Per Diem:	60 days x 4 people x \$28/day =	\$ 6,720.00
CADD:	5418 hrs. x \$15/hr. =	\$ 81,270.00
	2-1/2" Aluminum R.O.W. Caps: 50 Caps x \$5.00/cap =	\$ 250.00
Courthouse Costs:		\$ 147.00
Traffic Control:	16 shoulder closures x \$1200/closure =	\$ 19,200.00
Railroad Costs		
Union Pacific Railroad		
	Application Fee	\$ 2,000.00
	Railroad Liability Insurance	\$ 12,000.00
	Safety Training / ID Badges	\$ 1,000.00
	Flagger 4 days x \$1,000/day	\$ 4,000.00
Equipment Rental:	3D Laser Scanner (1 month)	\$ 9,000.00
	Total =	\$164,482.00

EXHIBIT G

ISTHA Contract No. I-15-4656

CURRENT OBLIGATIONS FOR PROJECT

Lin Engineering, Ltd.

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; FAI Route 55	Phase I Engineering Reconstruction	\$379,000	\$50,000	10/1/2019
IDOT: I-55 Managed Lanes	Phase I Engineering Reconstruction	\$761,000	\$60,000	8/1/2016
IDOT: 159 th Street	Phase III Engineering Reconstruction	\$679,000	\$580,000	11/1/2017
IDOT: IL 47	Phase II Engineering Reconstruction	\$667,000	\$667,000	11/1/2019

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-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-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

Contract Information Sheet

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

Consultant Name: Christopher B. Burke Engineering, Ltd.

Contract Number: I-15-4656

Proposal Date: 5/31/2016

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: I-15-4656 Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Concept									385	385	380	380	1530
Design Package 1													
Design Package 2													
Design Package 3													
Design Package 4													
TOTALS									385	385	380	380	1530

Grand Total Exhibit A Hours 18,561

Contract Number: I-15-4656 Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept	385	385	387											1157
Design Package 1	344	344	344	344	344	344	344	344	344					3096
Design Package 2				150	149	148	148	148	148	148	148	148	148	1335
Design Package 3				312	312	312	312	312	312	312	312	312	311	2807
Design Package 4														
TOTALS	729	729	731	806	805	804	804	804	804	460	460	459	8395	

Contract Number: I-15-4656 Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Concept																	
Design Package 1	148	148	148	148	148	148	148	148	148	148	148	148	148	148	148	148	1776
Design Package 2	310	310	312	312	312	312	312	312	312	312	312	312	312	312	312	312	3740
Design Package 3																	
Design Package 4																	1390
TOTALS	458	458	460	460	460	460	460	460	460	460	460	460	460	460	460	460	6906

Contract Number: I-15-4656 Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec						
Concept																		
Design Package 1																		
Design Package 2																		
Design Package 3																		
Design Package 4	346	346	346	346	346													1730
TOTALS	346	346	346	346	346													1730

Contract No.: I-15-4656

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>18,561.00</u> (Total Work Hours from Exhibit C-2)	X	<u>\$ 45.00</u> (Average Hourly Rate from Exhibit C-2)	=	TOTAL DIRECT SALARY \$	<u>835,245.00</u>
--	---	---	---	------------------------	-------------------

Multiplier to be used on this project:

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

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 2,338,686.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$53,517.75

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 2,392,203.75

Contract No.: I-15-4656

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 5/31/2016

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 33 No. OF MONTHS
 SCHEDULED START DATE: 9/1/2016
 RAISE DATE: 1/1/2017
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

9/1/2016	-	12/31/2016	4.0	33.0	12.12%	Escalation Factor First Period
1/1/2017	-	12/1/3117	12.0	33.0	37.45%	Escalation Factor Second Period
1/1/2018	-	12/31/2018	12.0	33.0	38.58%	Escalation Factor Third Period
1/1/2019	-	5/31/2019	5.0	33.0	16.56%	Escalation Factor Fourth Period
						Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

The escalation factor for this project is: 104.71%

Contract No.: I-15-4656

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 5/31/2016

Escalation Factor: 104.71%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total O/T Premium:				
							Estimated O/T Hours:	Average Premium O/T Hourly Rate:			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	1,500.00	18,561.00	\$45.00	\$835,245.00		
No	Project Manager	\$40.00	\$70.00	\$62.00	\$64.92	1,500.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$55.00	\$57.59	1,900.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$42.00	\$43.98	2,950.00					
No	Staff Engineer/Planner	\$20.00	\$40.00								
No	Engineer /Accountant	\$20.00	\$60.00	\$32.00	\$33.51	4,716.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$44.00	\$46.07	1,270.00					
No	Technical Specialist	\$15.00	\$50.00	\$39.00	\$40.84	3,960.00					
No	Architect	\$30.00	\$70.00	\$50.00	\$52.36	15.00					
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00	\$15.00	\$15.71	550.00					

EXHIBIT "1"

Contract No.: I-15-4656

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 5/31/2016

Escalation Factor: 104.71%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST - OVERTIME PREMIUM		
Total Estimated Work Hours:		18,561.00		Total Overtime Premium:					
Average Hourly Rate:		\$45.00		Escalated Average Hourly Rate for Classification (See Note B to Right)		\$30.37		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	
Total Direct Labor		\$835,245.00		Average Hourly Rate for Classification (See Note A to Right)		\$29.00		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	
				Tollway MINIMUM Hourly Rate for Classification		\$8.25		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	
				Tollway MAXIMUM Hourly Rate for Classification		\$40.00		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	
				Average Hourly Rate for Classification (See Note A to Right)		\$29.00		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	
				Escalated Average Hourly Rate for Classification (See Note B to Right)		\$30.37		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	
				Estimated Work Hours (Including Overtime)		200.00		Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
Classification Eligible for Premium Overtime?		No		Tollway Classification		Admin/Clerical			

Contract No.: I-15-4656

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 5/31/2016

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour	
Principal	Engineer VI	Michael E. Kerr	\$50 - \$70	
		Thomas Burke		
		Donald Dressel		
		Michael Matkovic		
		Jason Souden		
Project Manager	Engineer V	Lee Fell	\$40 - \$70	
		Bryan Luke		
		Majid Mobasseri		
		Val Racich		
		Gary Rozwadowski		
		Stephen Sugg		
		Martin Worman		
		Enviromental Res Spec V		Jedd Anderson
		Survey V		John Murphy
		Engineering Technician V		Mark Wrezecz
Senior Engineer/Planner	Engineer IV	James Amelio	\$40 - \$70	
		David Buckley		
		Michael Cothard		
		Ilene Dailey		
		Jeana Gowin		
		Brad Hartjes		
		Matthew Huffman		
		Andrew Pufundt		
		Melisaa McGhee		
		Martin Michalowicz		
		Jonathan O'Connell		
		Donald Oliphant		
		Travis Parry		
Luke Sherry				

Contract No.: I-15-4656

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 5/31/2016

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
		David Vogel	
		Bryan Welch	
	Survey IV	Kenneth Rasmussen	
	Enviromental Res Spec IV	Angela Force	
		Julie Ganagloff	
		Thomas Kehoe	
		Peter Knysz	
		Thomas McArdle	
		Casey Perry	
	CAD Manager	Alexie Karavakis	
		Peter Magnelli	
		Paul Najarro Jr.	
Project Engineer/Planner	Engineer III	Emily Anderson	\$25 - \$60
		Miroslaw Antas	
		Michael Burke	
		Megan Elberts	
		Nicholas Morel	
		Phillip Santos	
		Mark Thomas	
	Survey III	Brian Gillett	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Engineer I/II	Edmund Burke	\$20 - \$60
		Ryan Duffy	
		Michael Gratzke	
		David Kleinwachter	
		Brian Kulbus	

Contract No.: I-15-4656

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 5/31/2016

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
		John LaPaglia	
		William Loftus IV	
		Andrea Pizzo	
		Joshua Sitrick	
		Matthew Vorderer	
Senior Technical Specialist	Engineering Tehnician IV	Gerald Hennelly	\$25 - \$60
	Asst. CAD Manager	Michael Goldenberg	
	CAD Technician II	Fidel Bariso	
		Primo Razalan	
		Eduardo Toda	
		Elmo Toda	
Technical Specialist	Environmental Specialist III	Megan Briggs	\$15 - \$50
		Eric Japsen	
		Travis Kessler	
		Robert Sliwinski	
	Environmental Specialist I/II	Monica Giermek	
		Kurt Hansen	
	Engineering Technician III	Thomas Szabo	
	Engineering Technician I/II	Ella Sidorczuk	
	GIS Specialist III	David Walters	
	Gis Specialist I/II	Matthew Hayes	
	Survey II	Thomas Wilk	
	Survey I	Alberto Torres	
	Environmental Resource Tech	Kenneth Kopija	
	CAD I	Fernando Pacione	
Architect	Landscape Architect	Douglas Gotham	\$30 - \$70

Contract No.: I-15-4656

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 5/31/2016

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Realty Specialists			\$20 - \$70
Intern	Engineering Intern	Francisco Martinez	\$8.25 - \$20
	Survey Intern	TBD	
Admin/Clerical	Administrative	Paula Bassett	\$8.25 - \$40
		Julie Cahill	
		Heidi Cothard	
		Mercy Lamourt	
		Sharon Lennstrom	
		Kinberly Rocha	
		Mary Veit	

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department 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	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
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 and mapping	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>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**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 IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE 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 CSE Manual allowance.

Contract No.: I-15-4656

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Michael Kerr

Project Manager: Jonathan O'Connell

Project Engineer: Jeana Gowin

Resident Engineer: N/A

Documentation Engineer: N/A

Project Civil Engineer: Miroslaw Antas

Project Structural Engineer: N/A

Project Drainage Engineer: Ilene Dailey

Senior Engineer: Val Racich

Others: Name: Jedd Anderson

Classification: _____

Name: _____

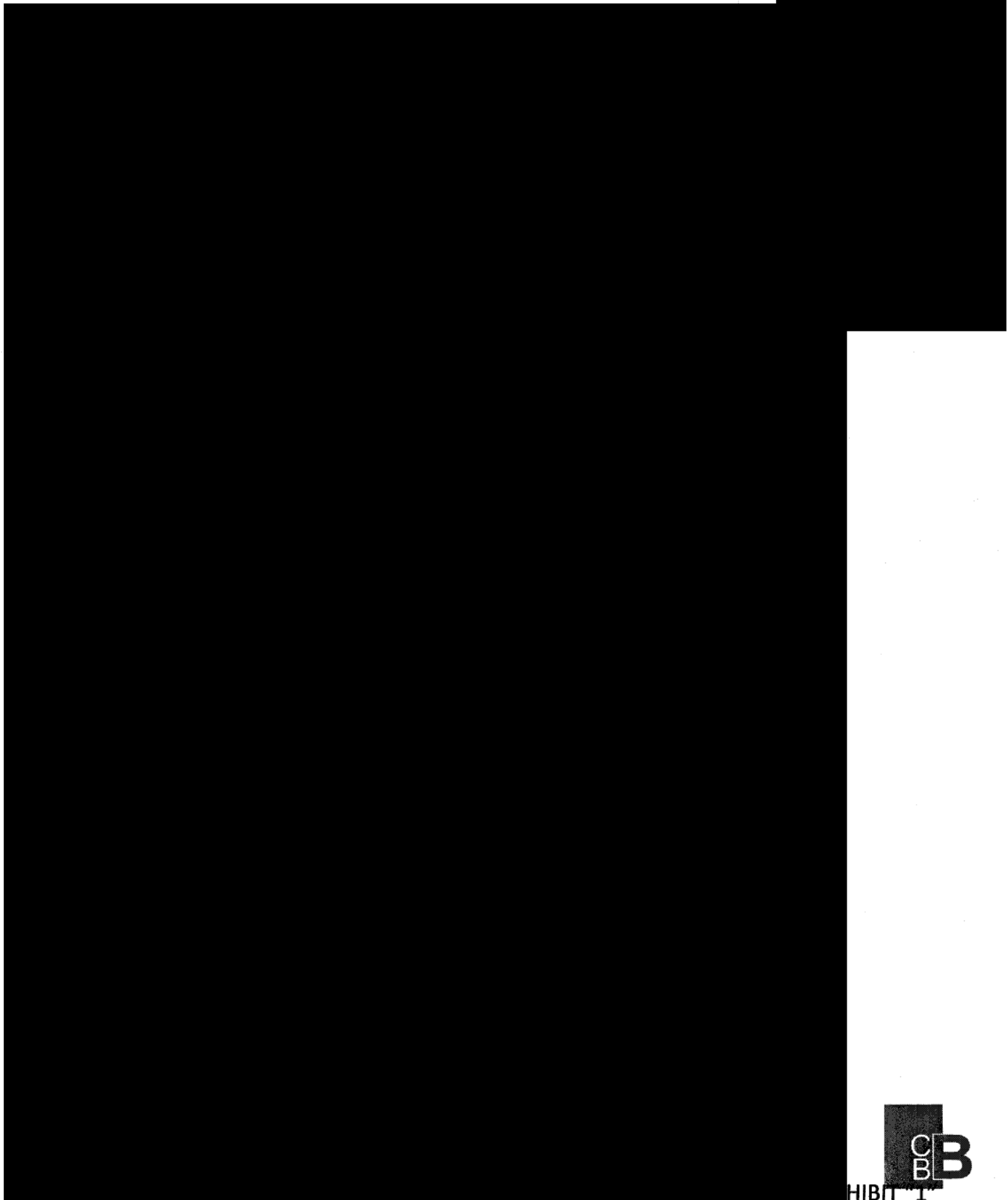
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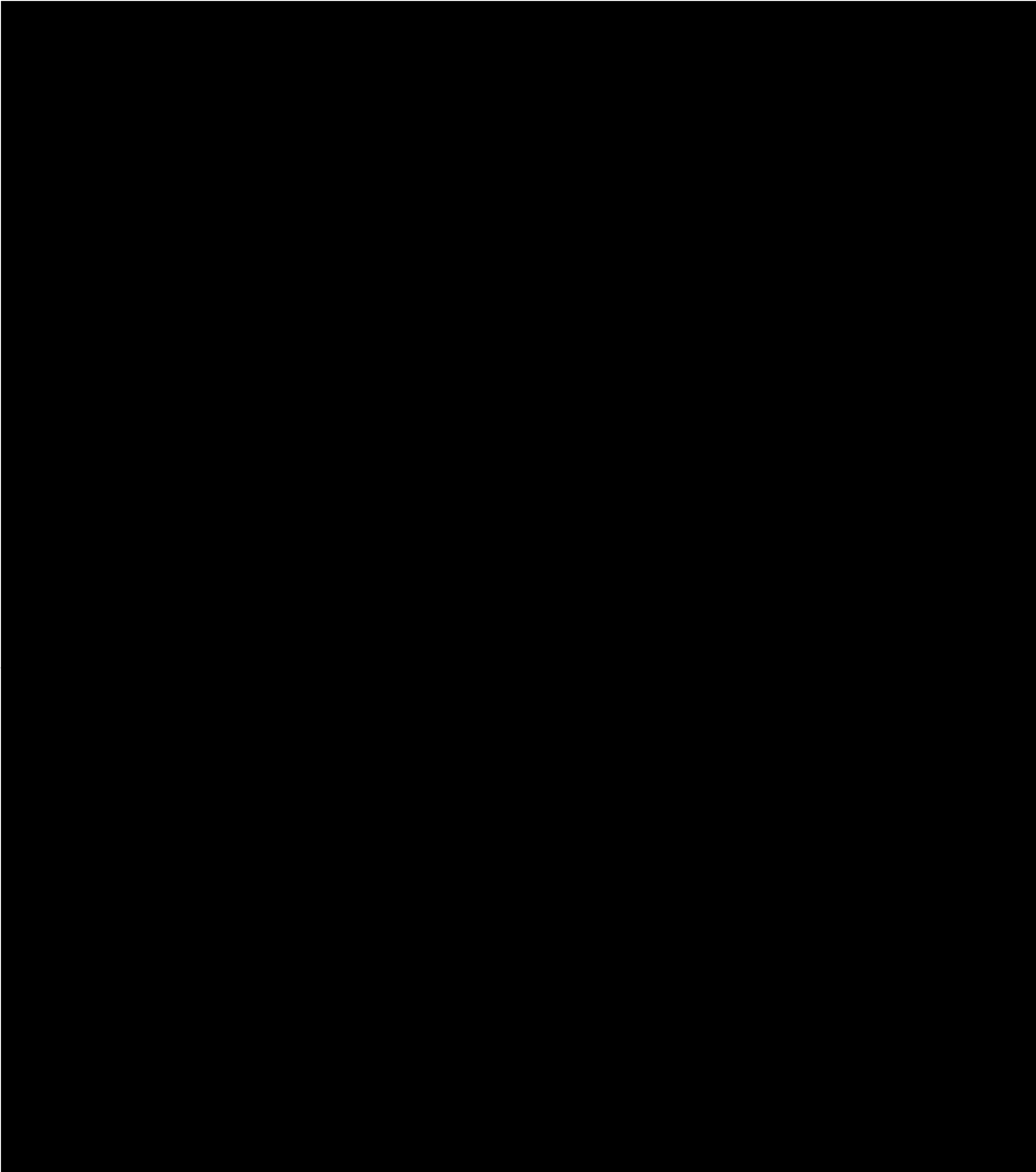
Name: _____

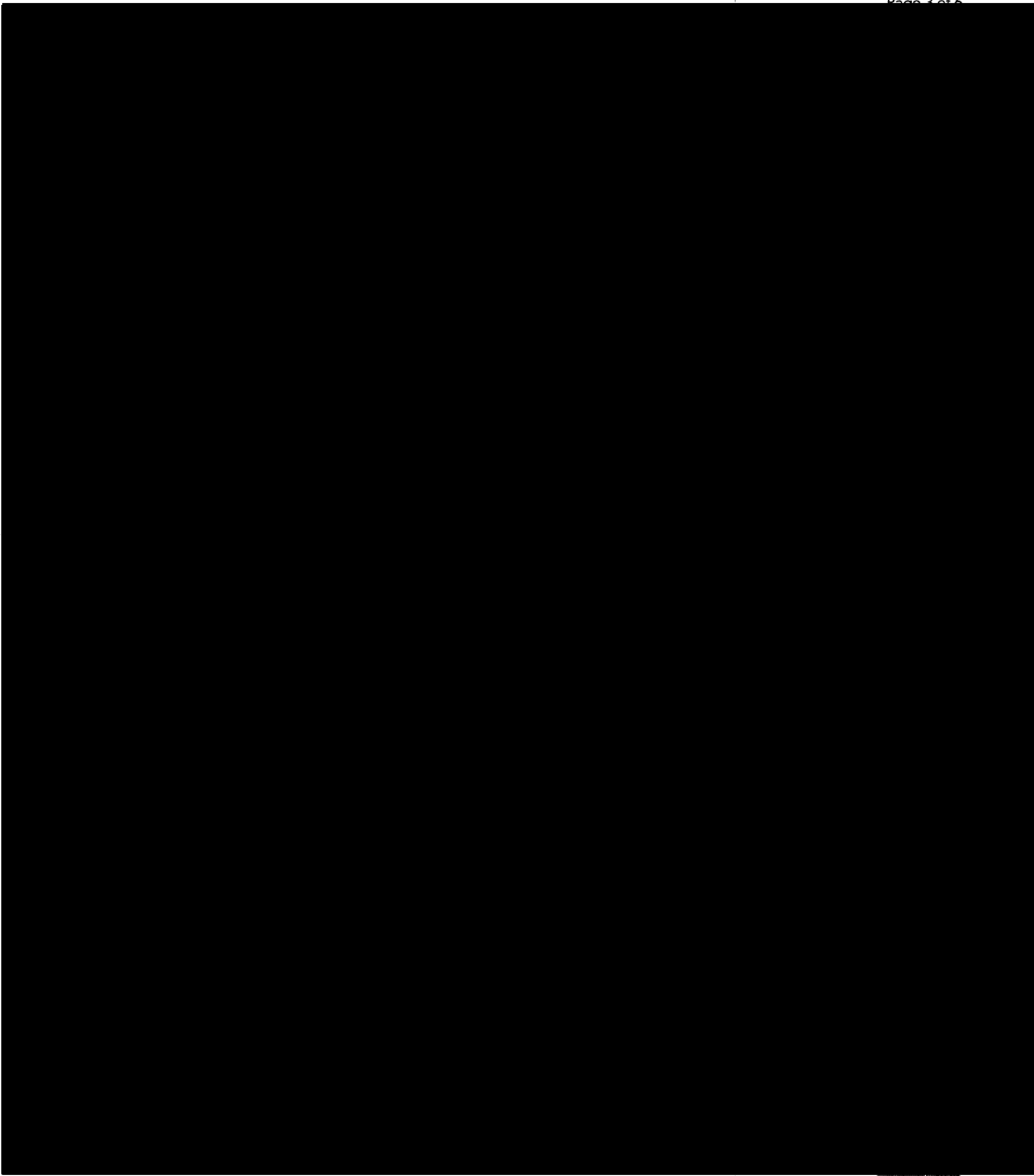
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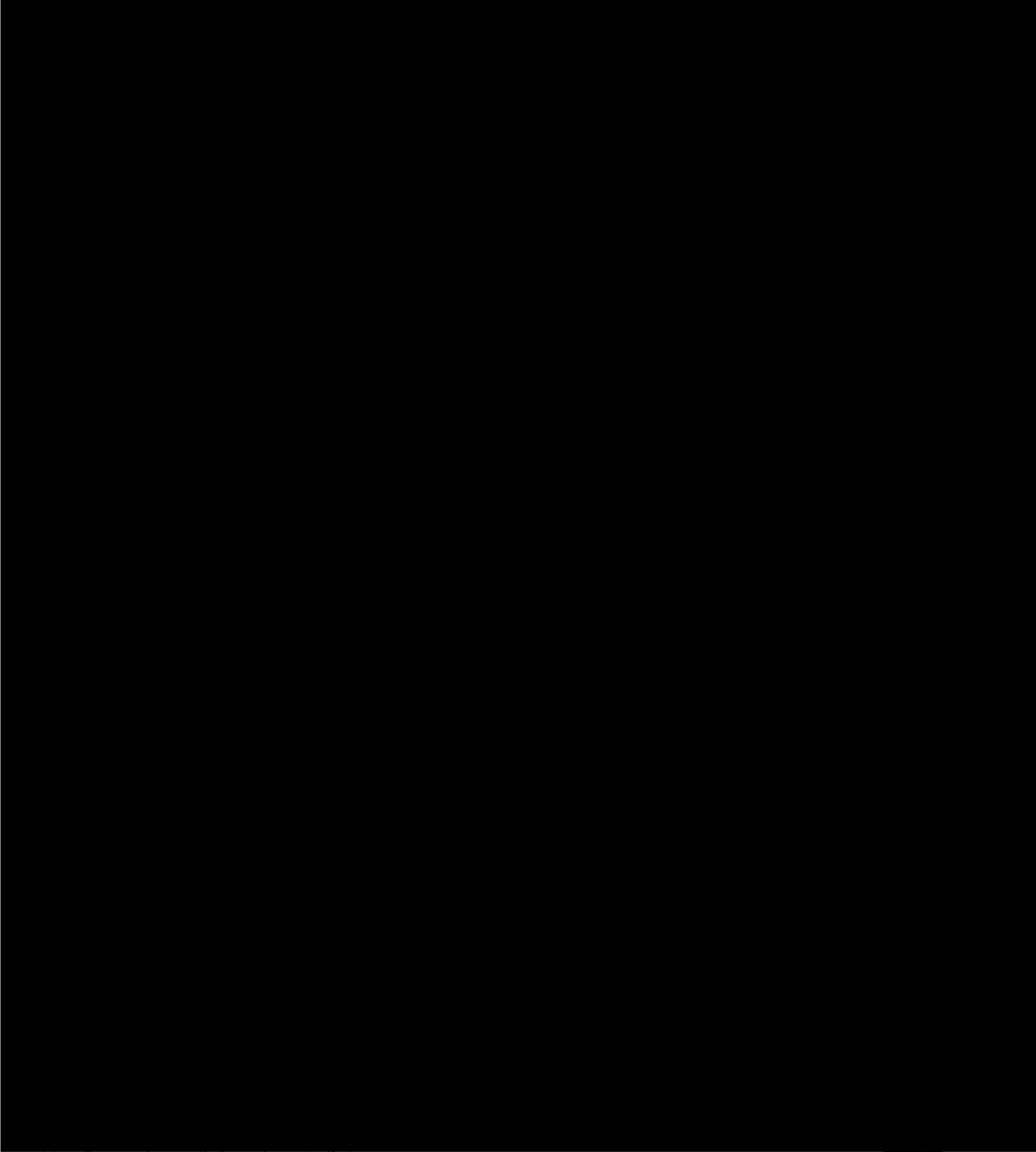
Name: _____

Classification: _____









sidewalk or carriage walk throughout the Park.



EXHIBIT 1

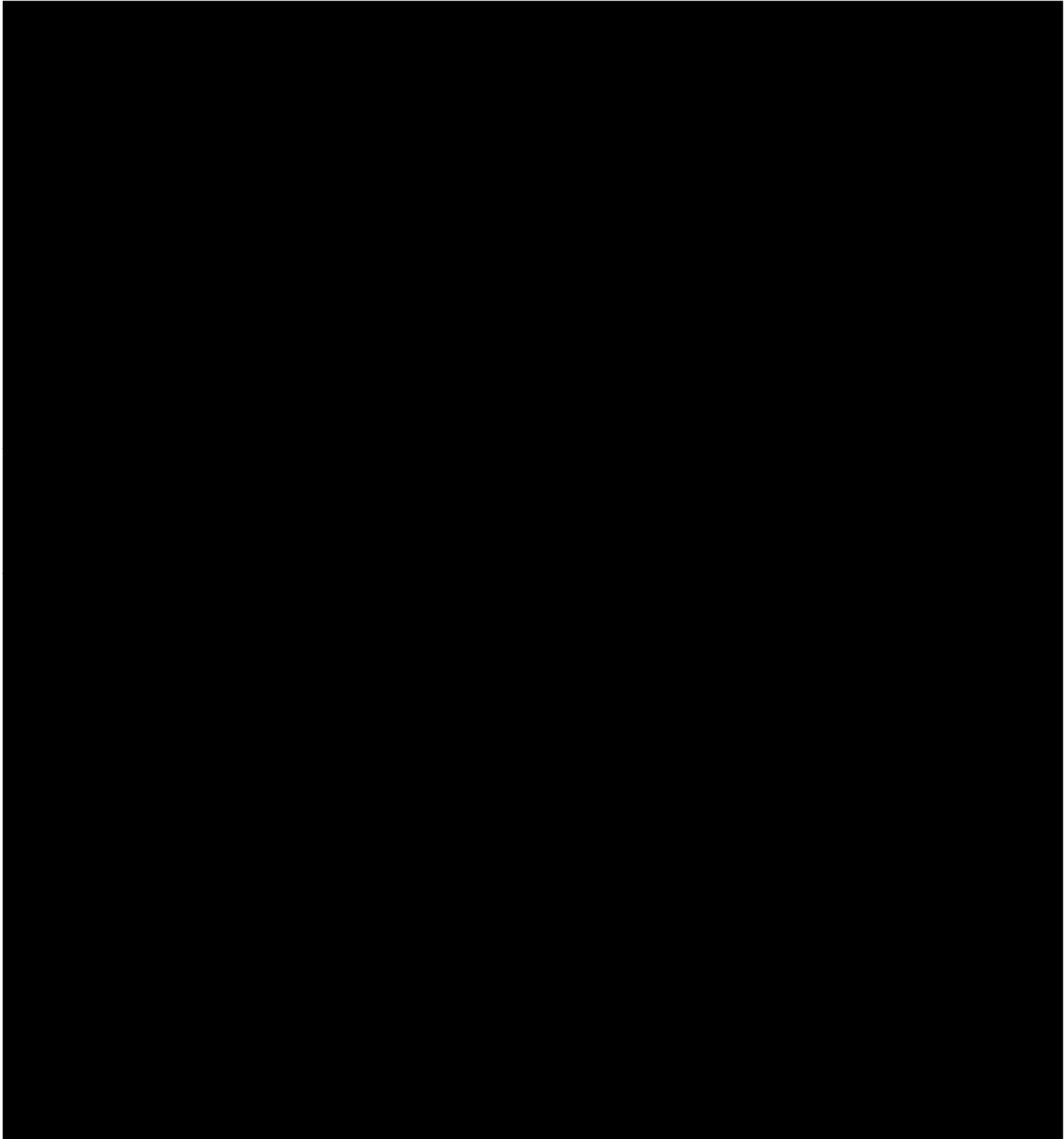


EXHIBIT I

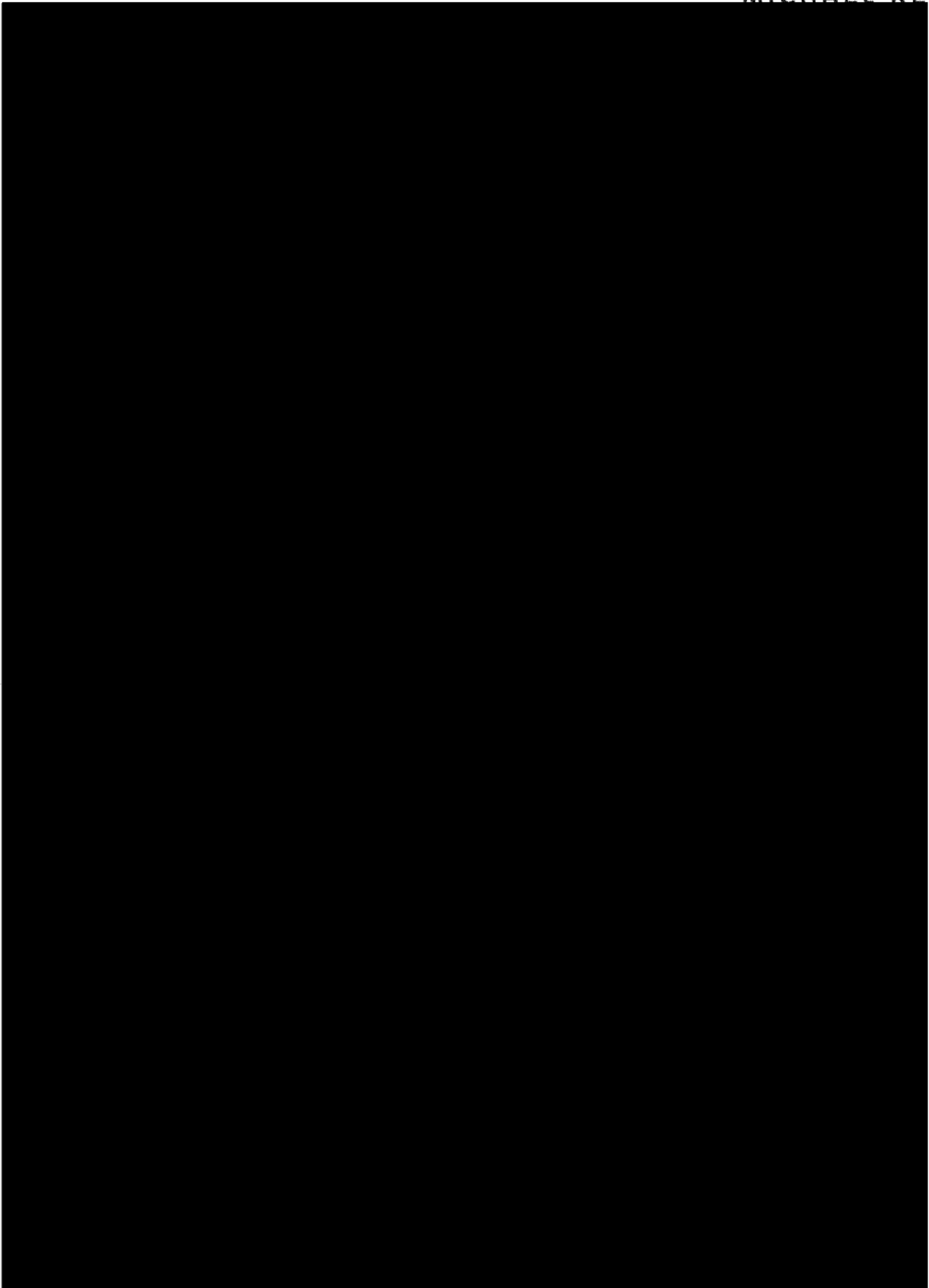
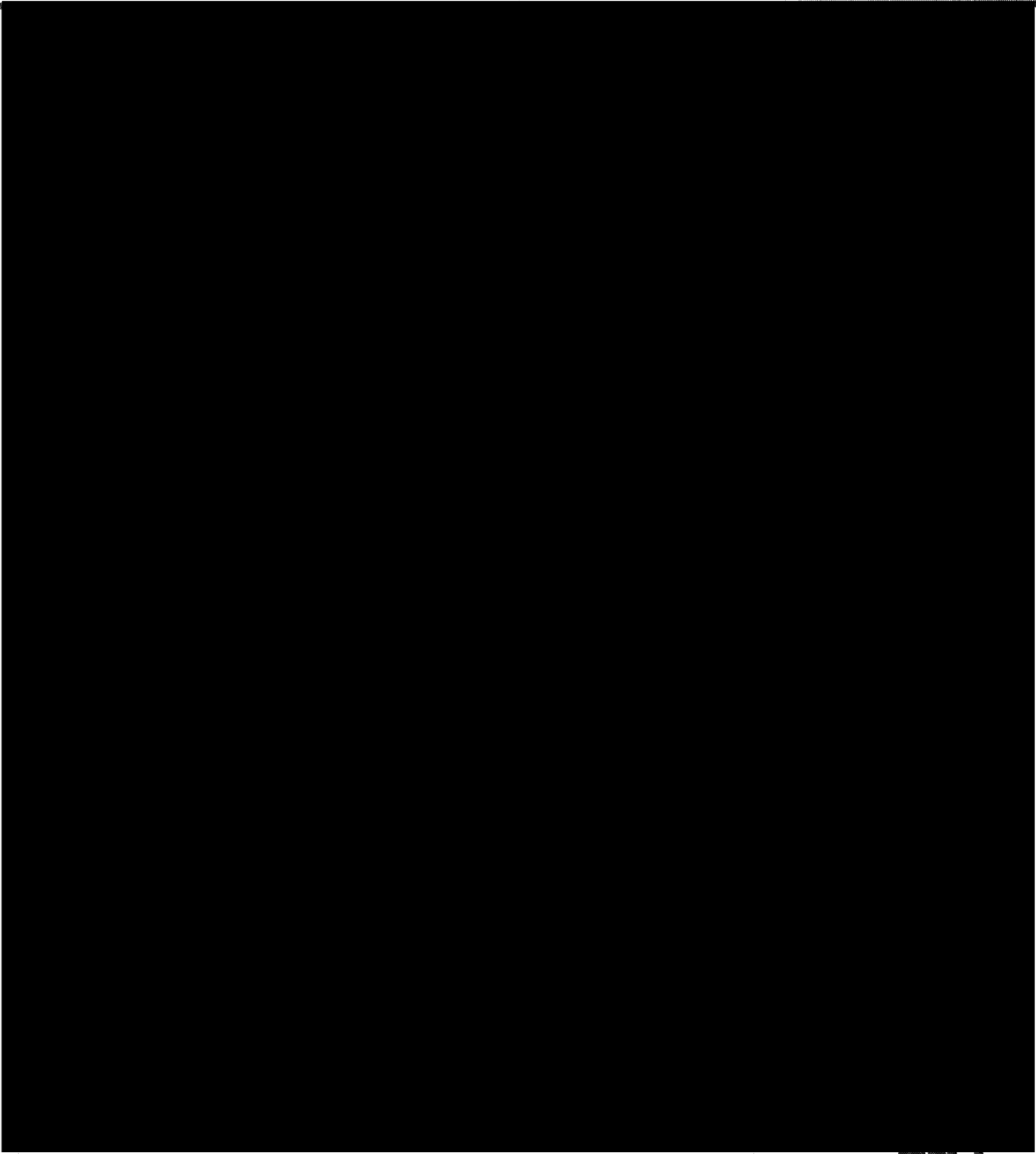


EXHIBIT I



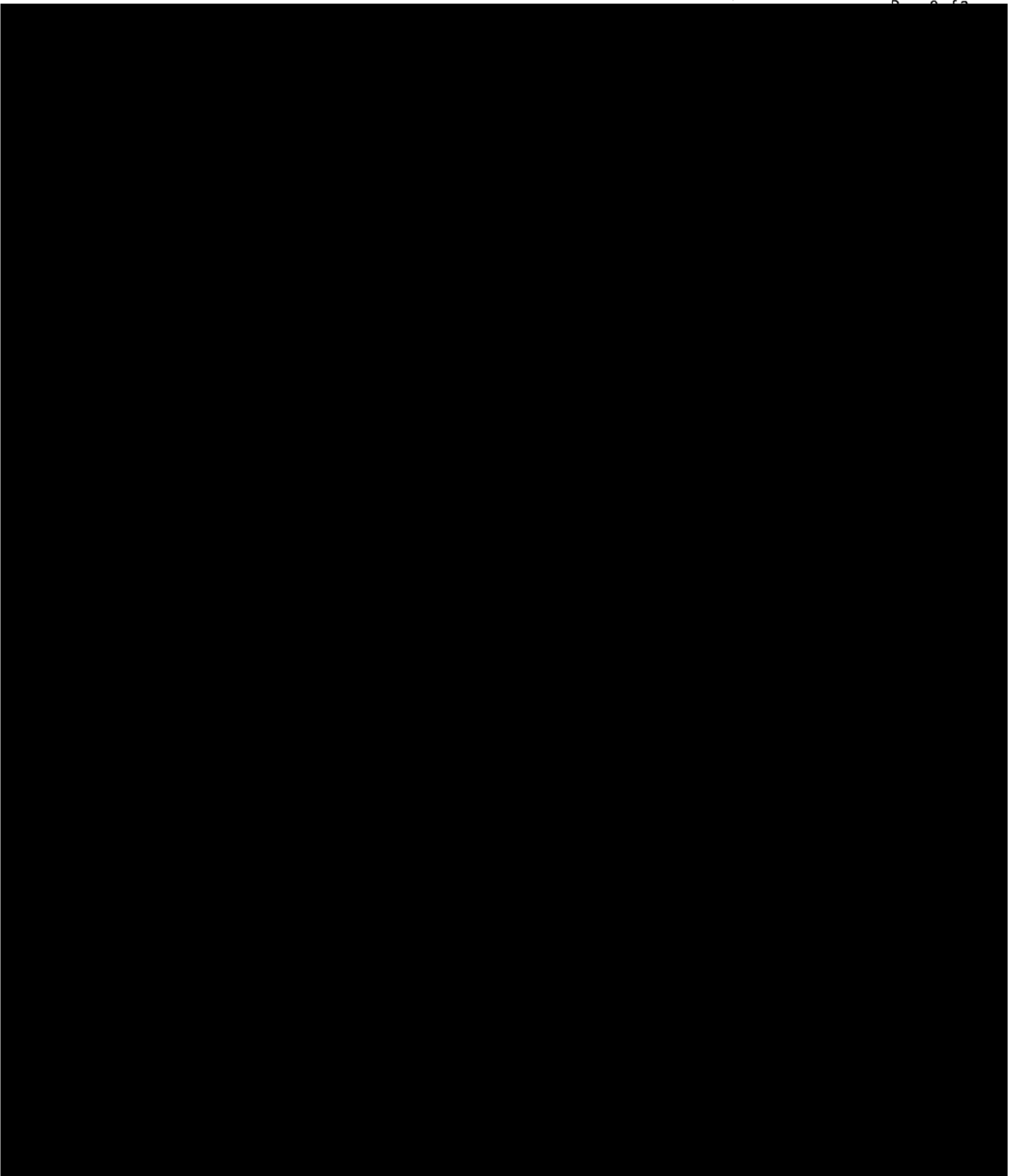


EXHIBIT 1

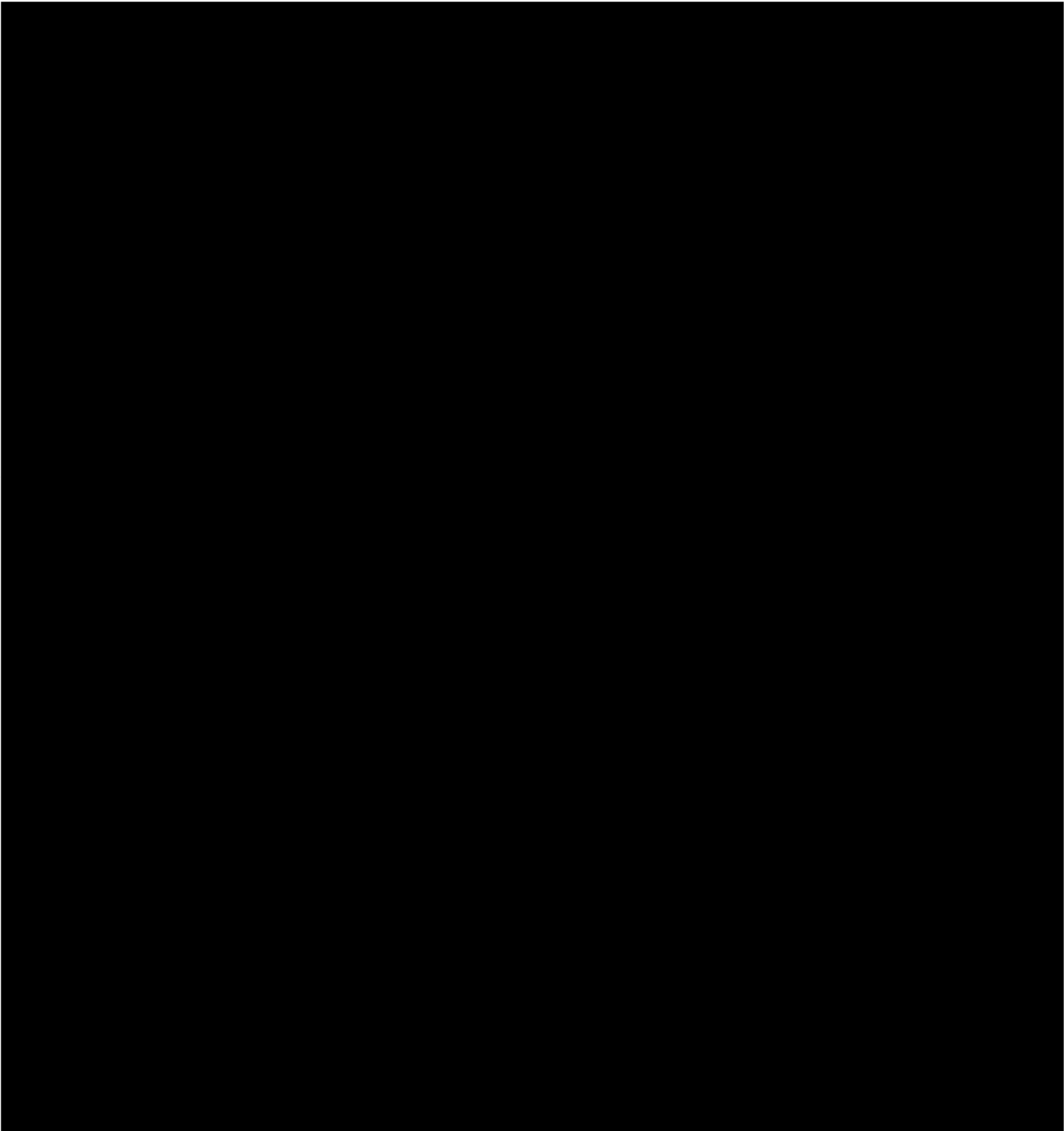


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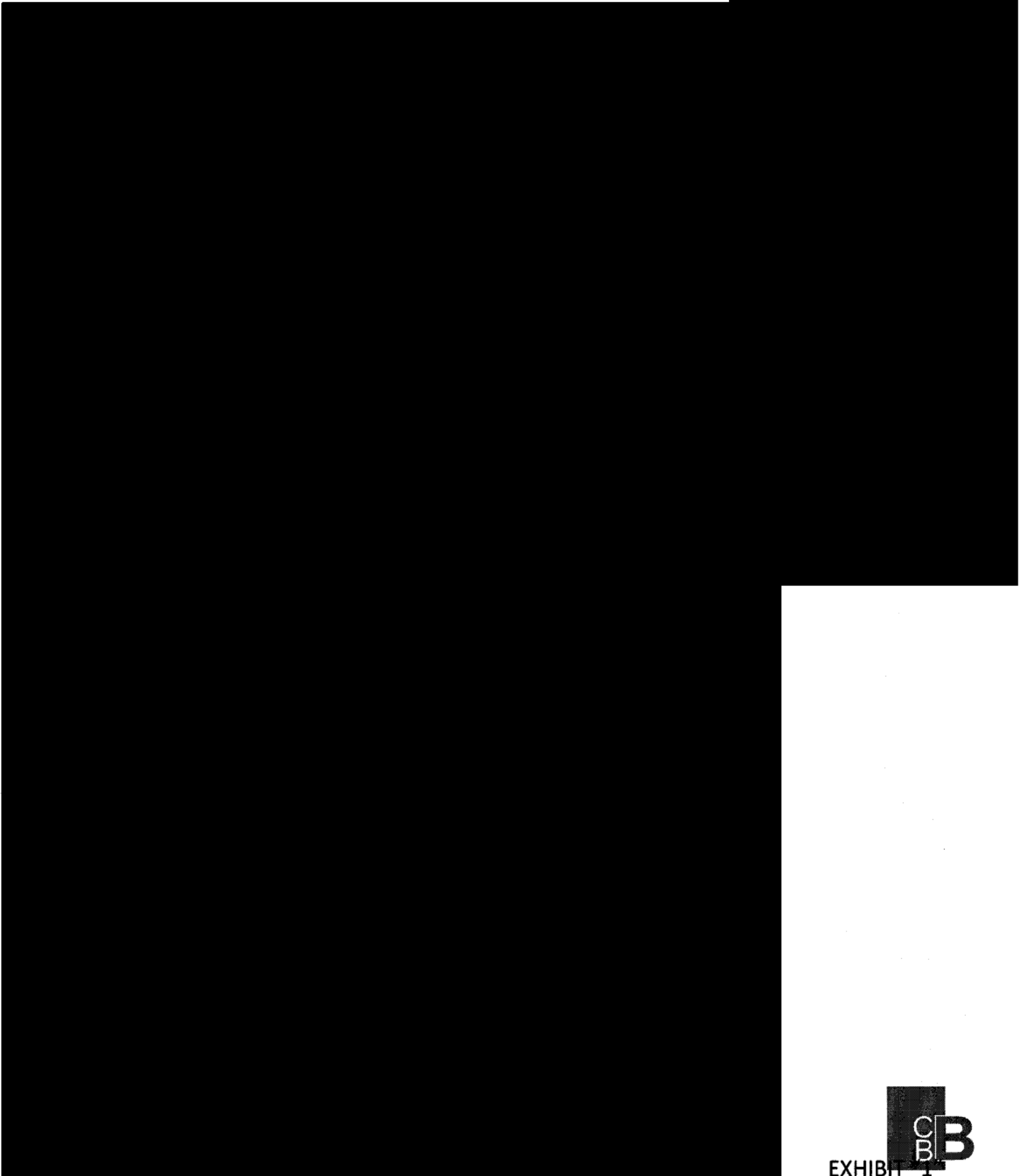


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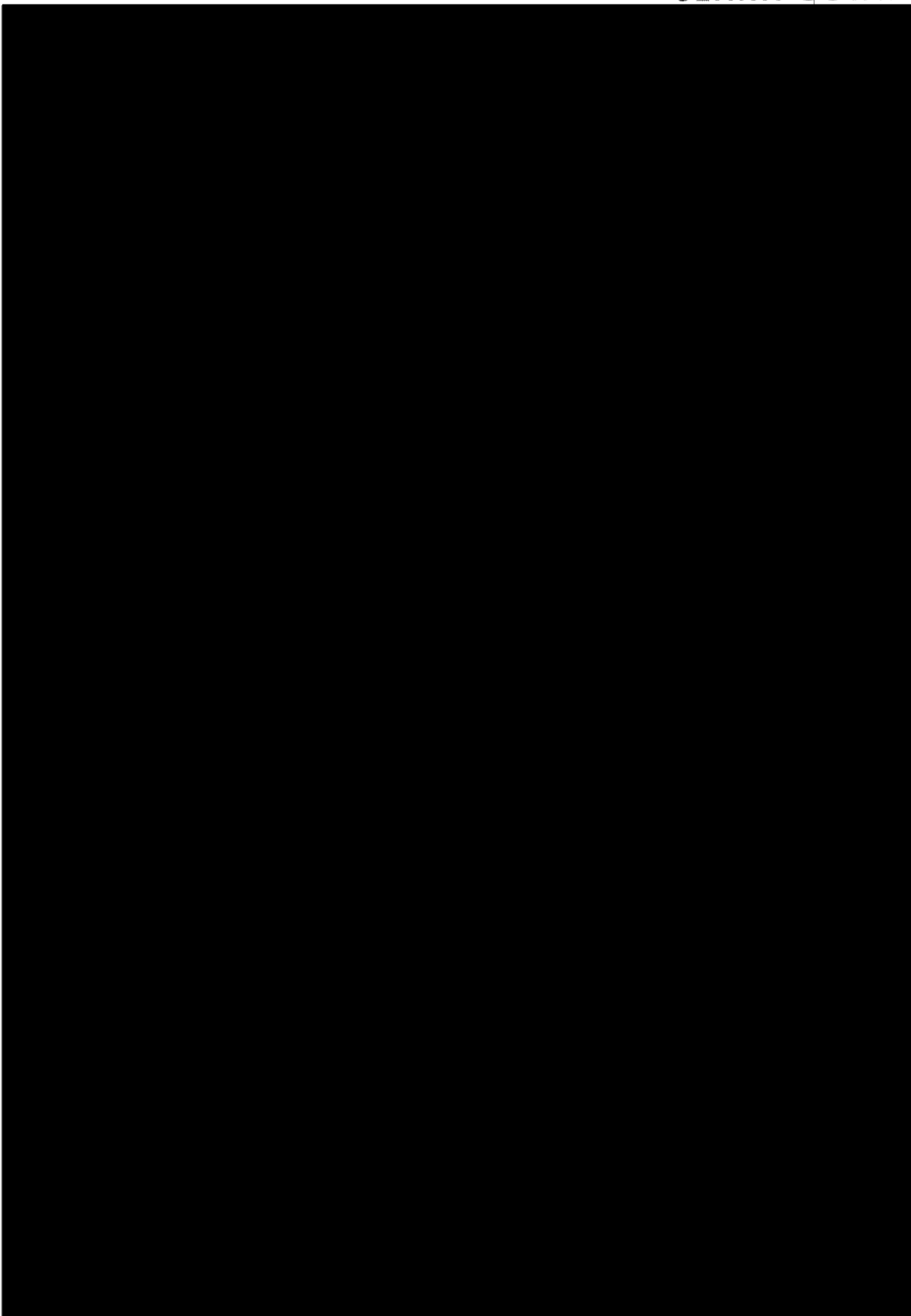
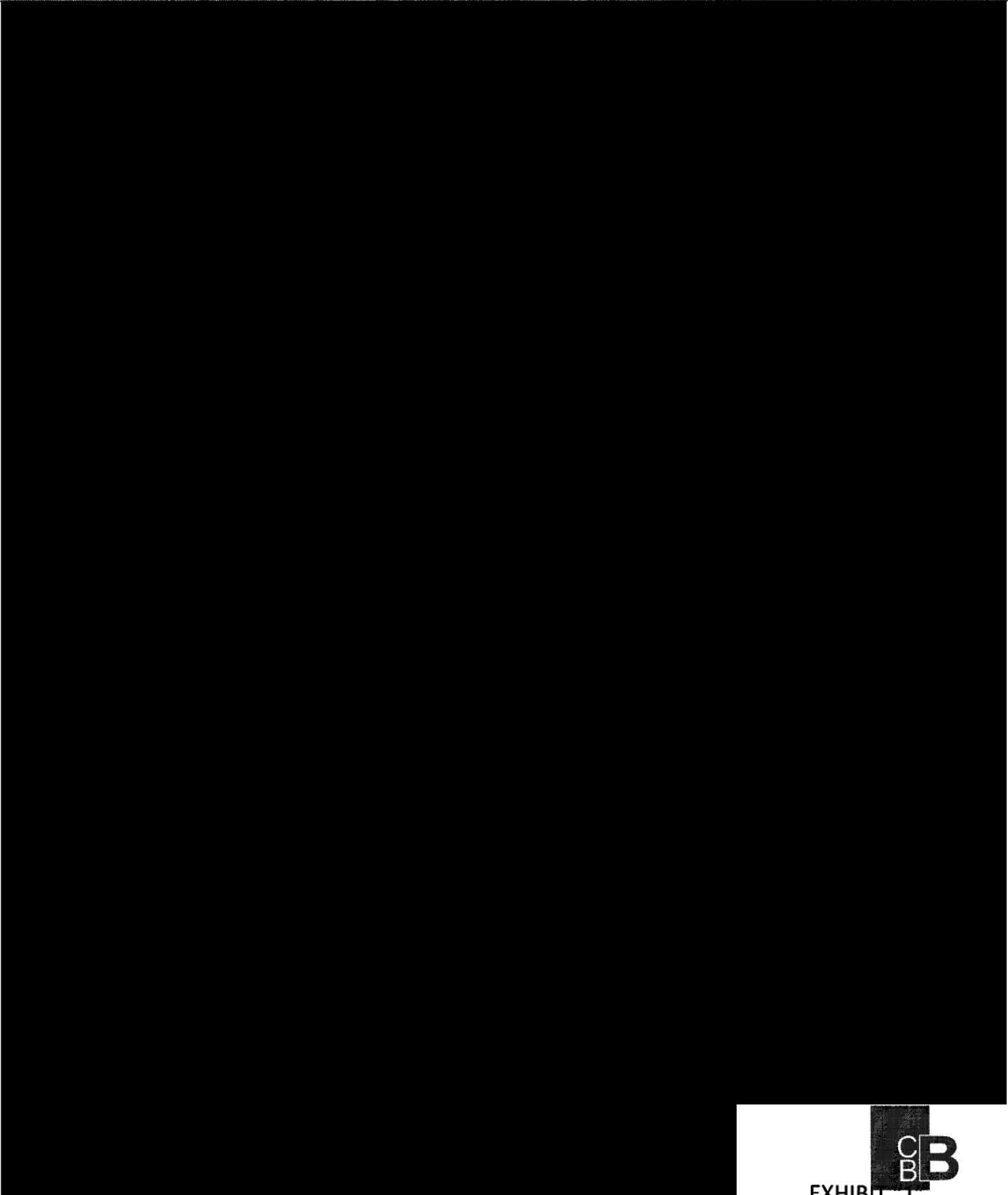
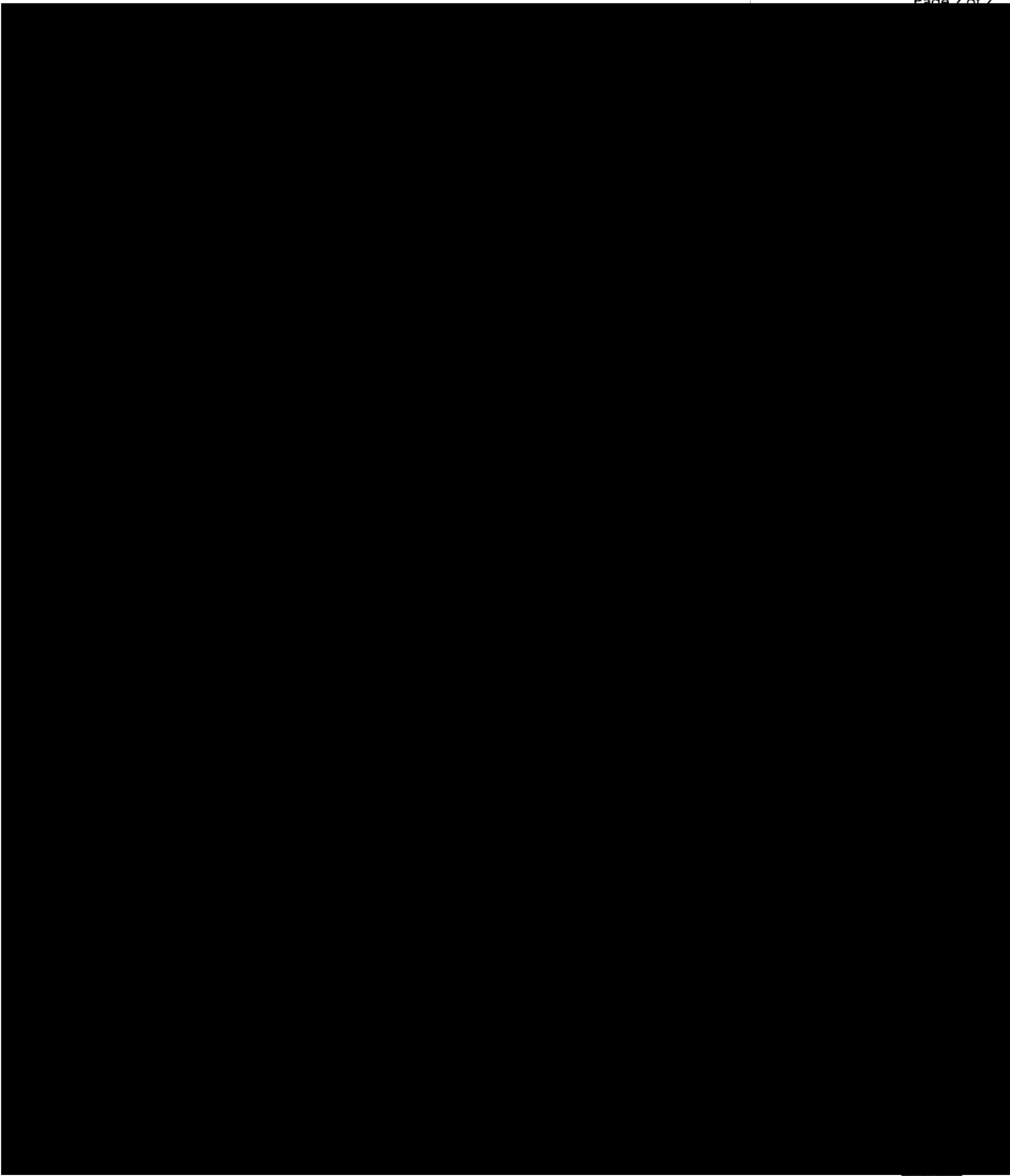
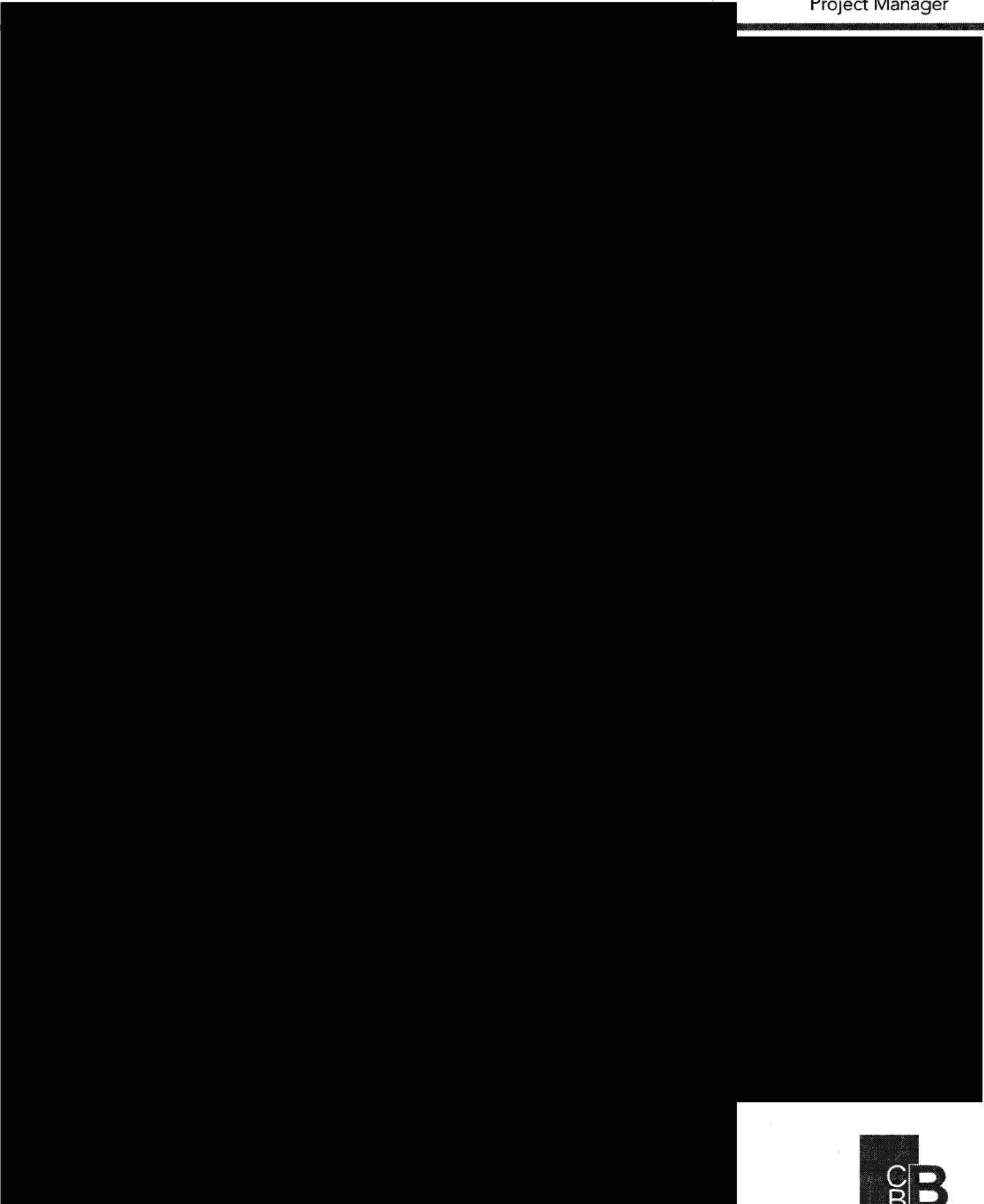


EXHIBIT 1







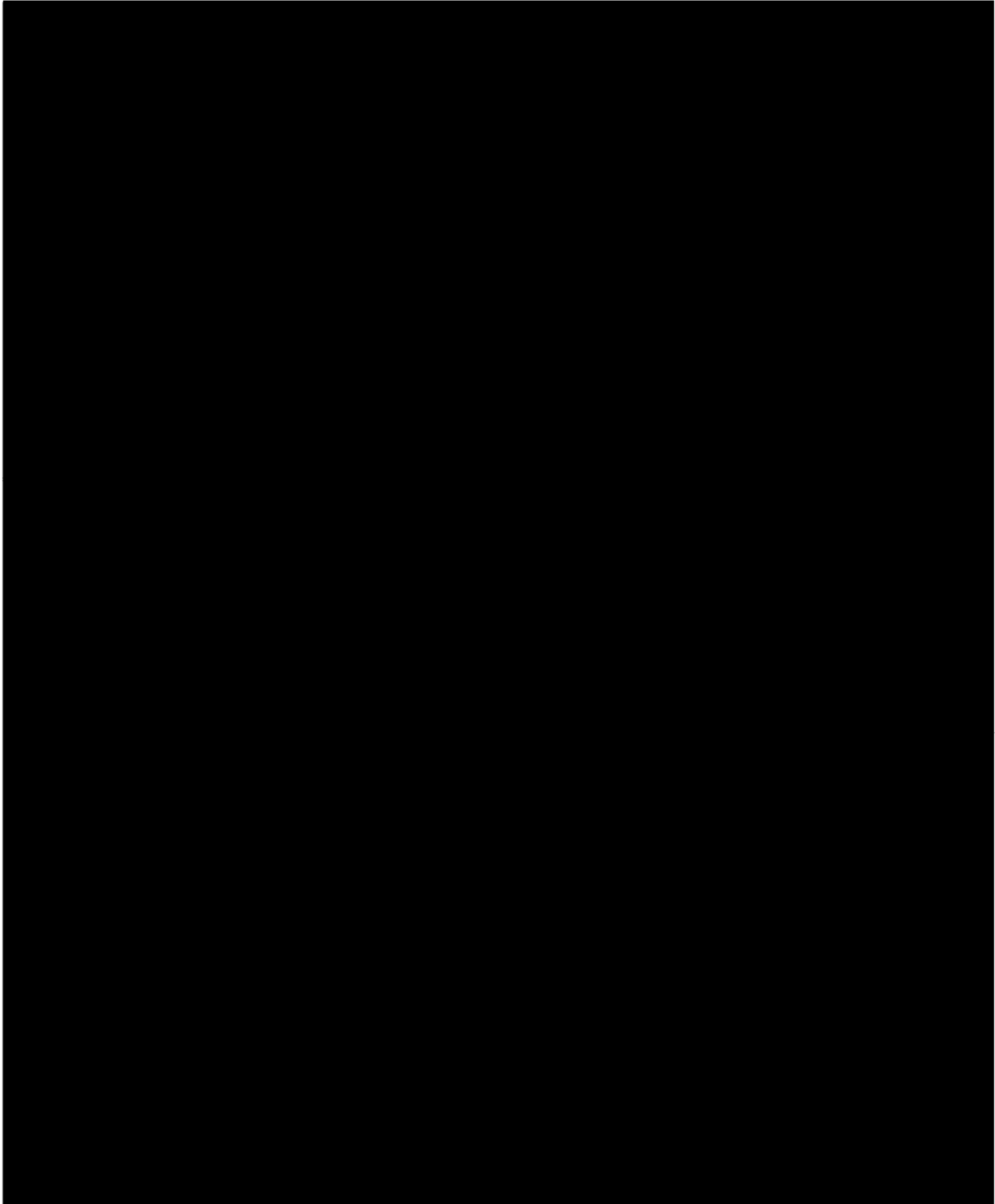


EXHIBIT 1

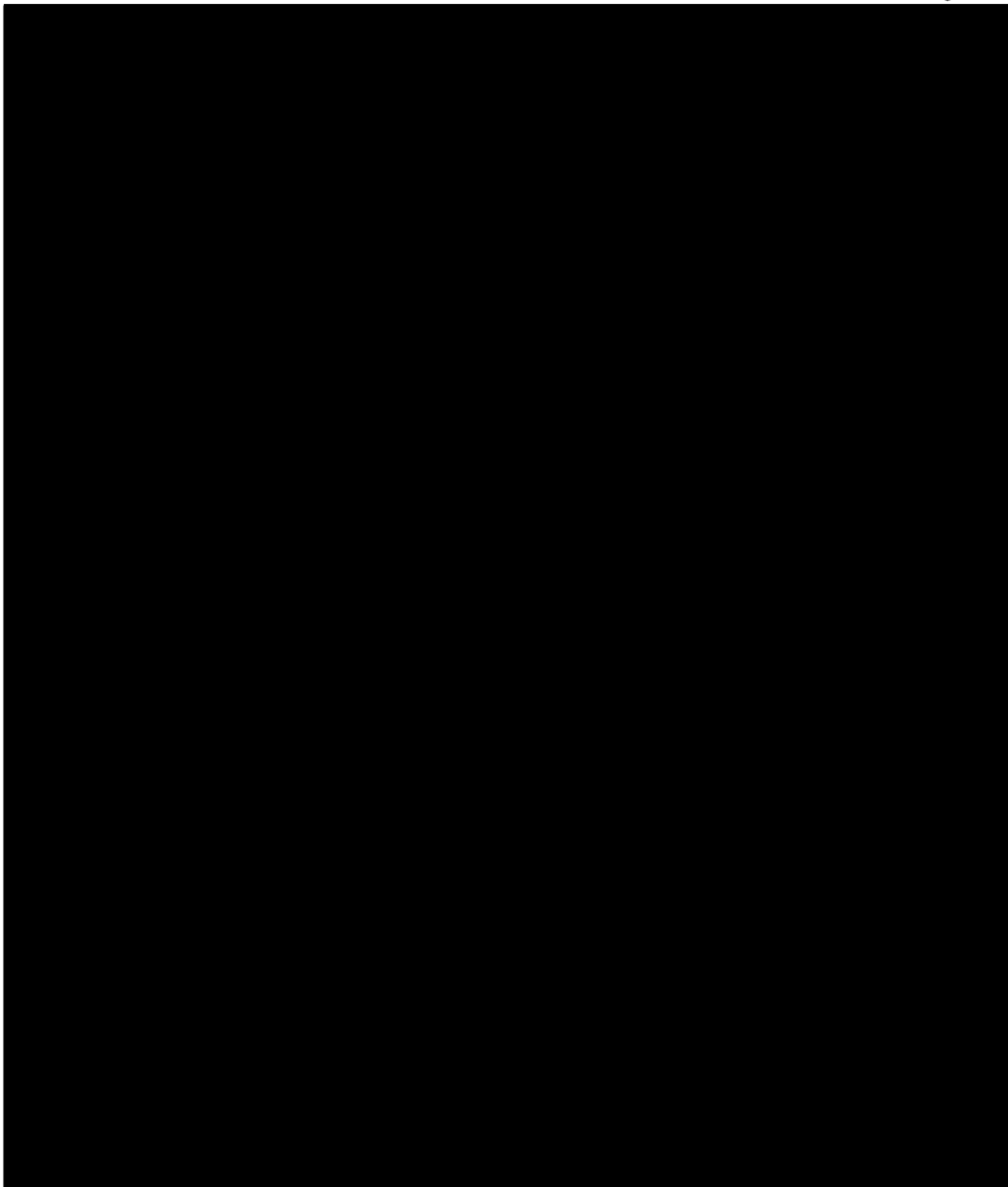


EXHIBIT I

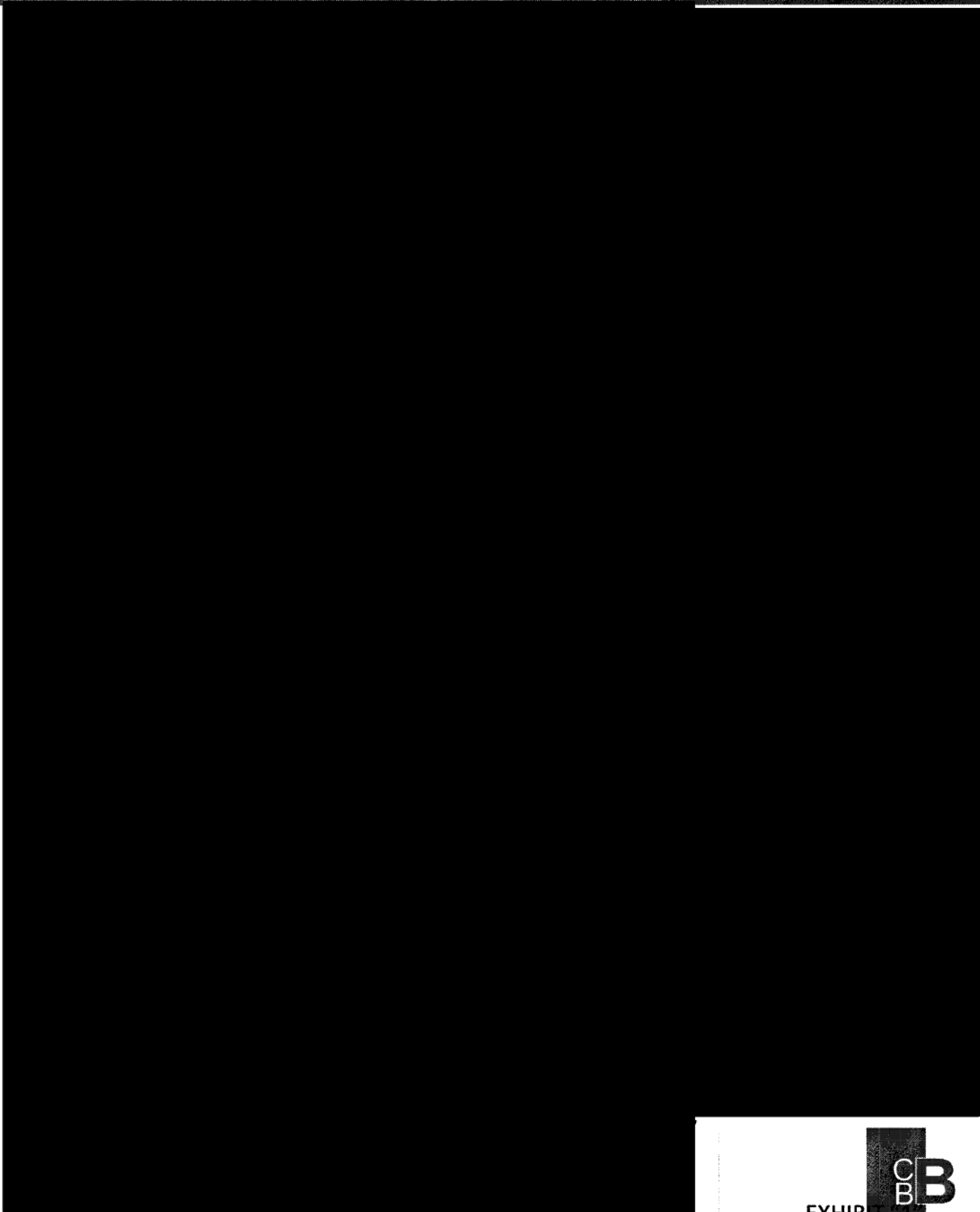


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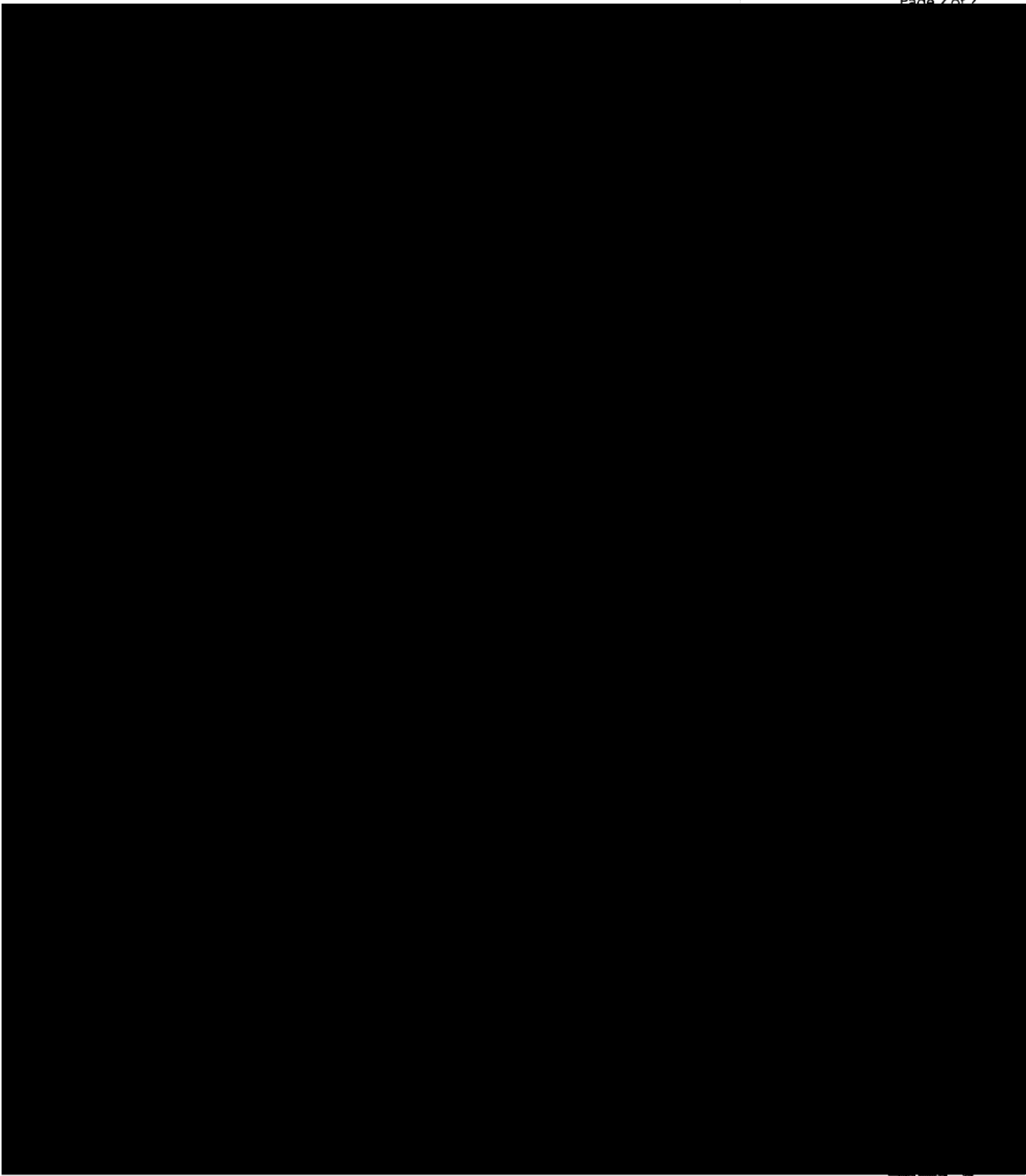


EXHIBIT 1

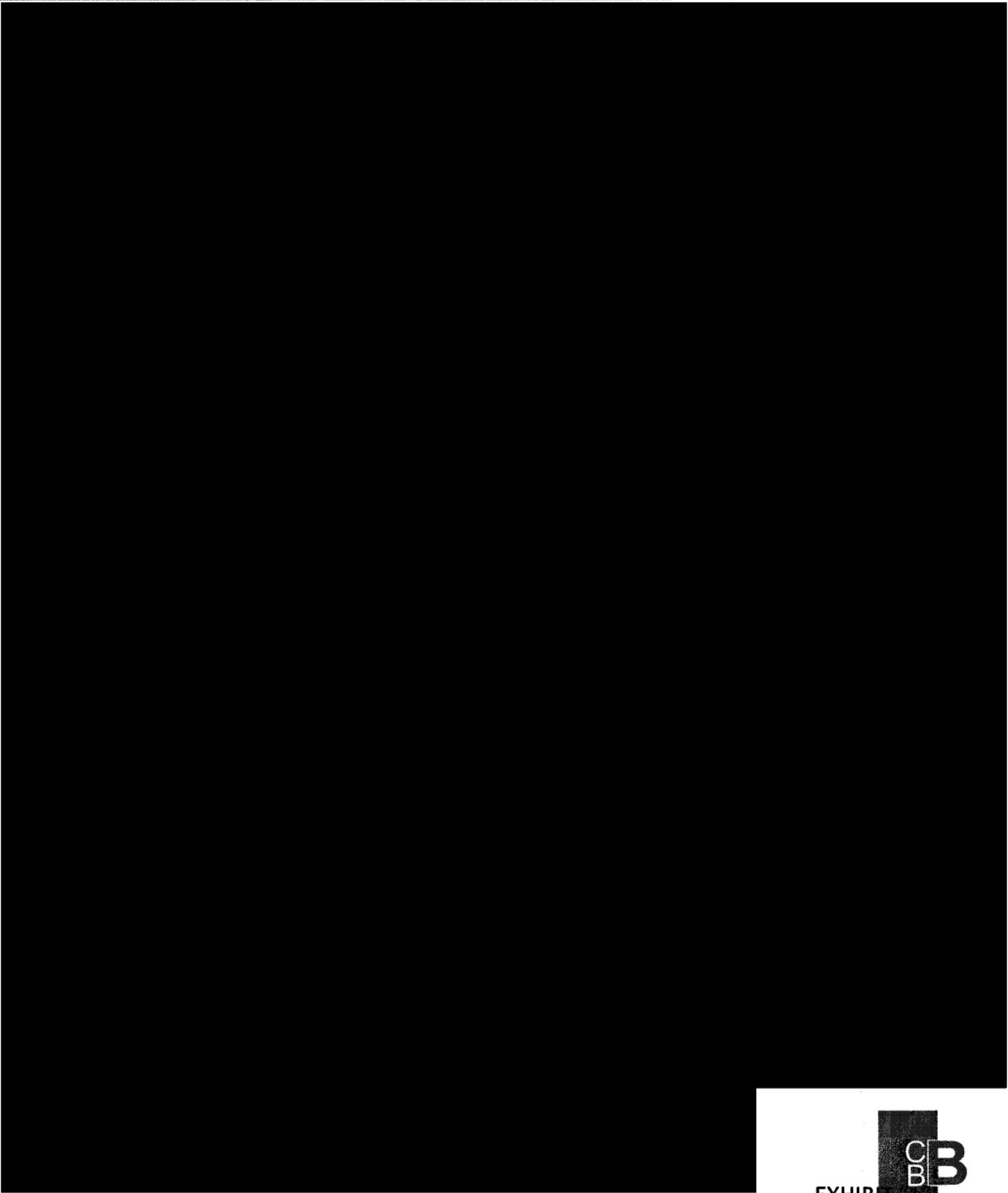
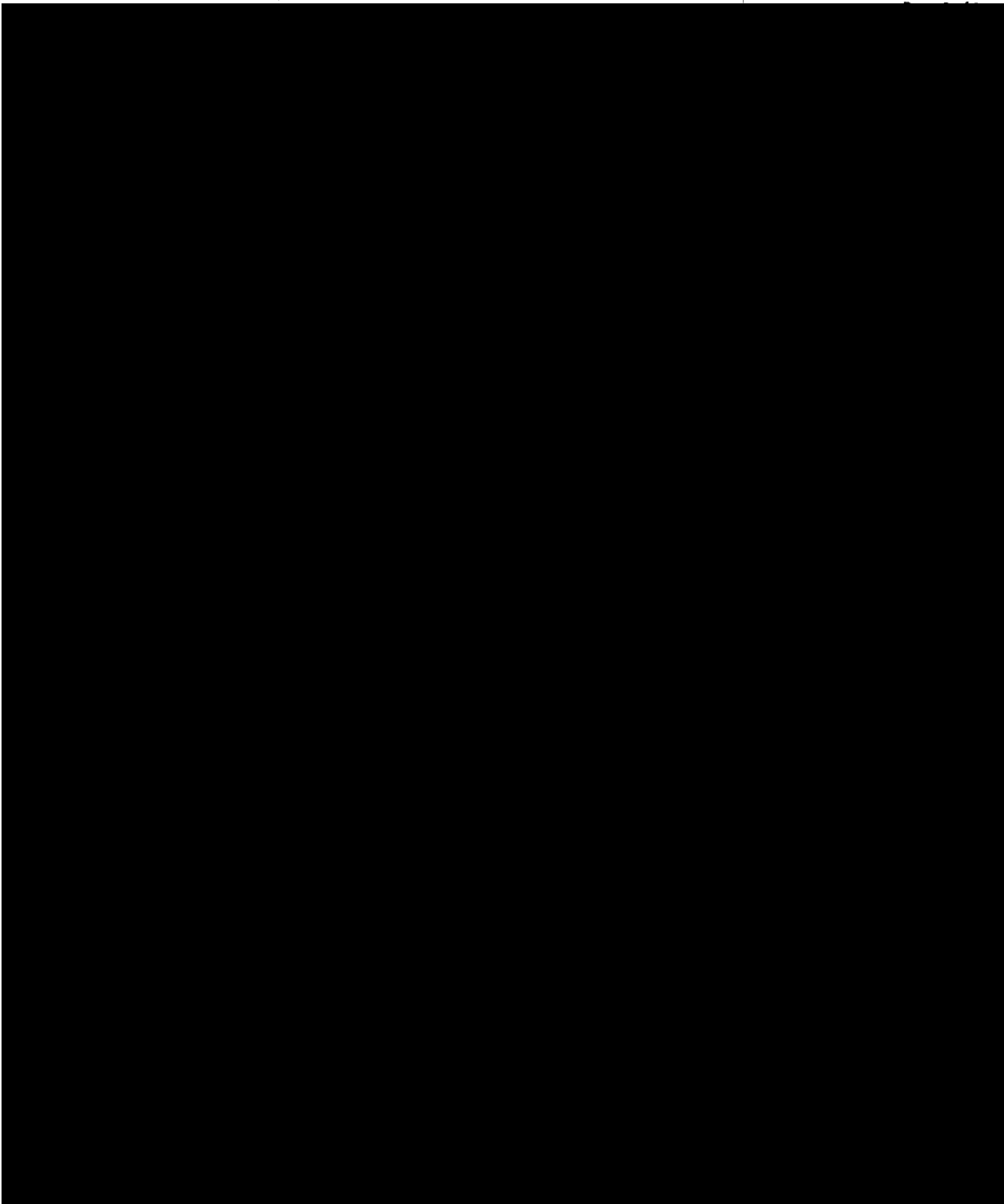


EXHIBIT I



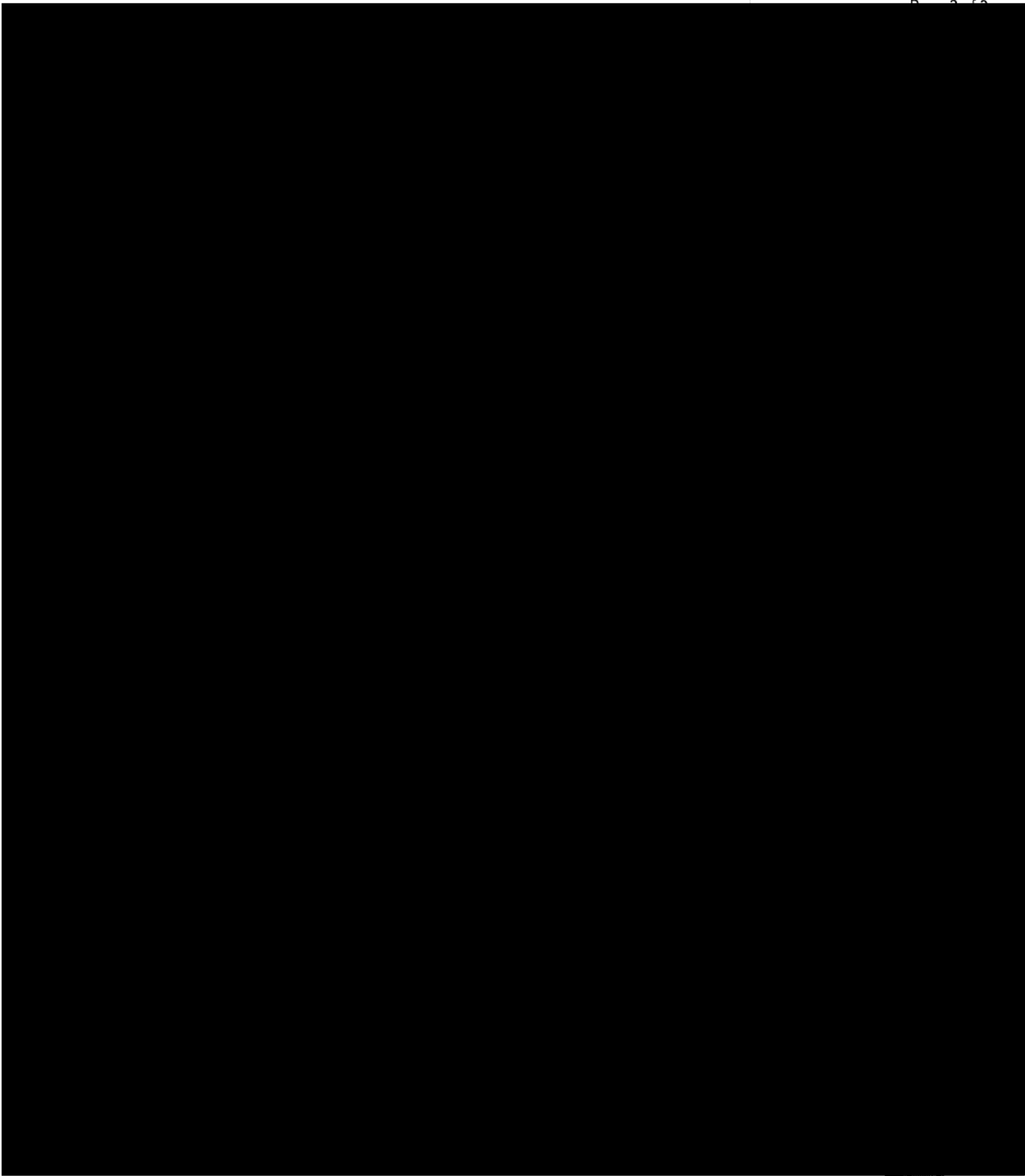


EXHIBIT I

EXHIBIT F

Contract No. I-15-4656

Christopher B. Burke Engineering, Ltd.

SCOPE OF SERVICES

CBBEL will be providing Concept and Design of all Drainage, Erosion Control and Landscaping.

EXHIBIT G

Contract No. I-15-4656

Christopher B. Burke Engineering, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Prime				
RR-11-4032	Environmental Services Upon Request	\$5,000,000.00	\$1,166,400.00	5/1/2017
Sub				
I-11-4014	Elgin O'Hare Bypass Sub to CH2M Hill	\$574,365.00	\$314,641.00	5/1/2014
I-12-4080	Illinois 53 Extension Sub to Transystems	\$800,000.00	\$362,600.00	10/1/2014
RR-14-4221	Tri State Tollway- Mile Long Bridge Sub to Locher, HDR, Quigg	\$1,326,200.00	\$1,225,021.00	3/1/2020
RR-14-4222	Tri State Tollway-BNSF Rail Sub to Bowman Barrett	\$964,451.00	\$793,216.00	12/1/2017
I-13-4100	I-90 US 20 to Elgin Plaza BCP Tollway Partners JV	JV=3,797,532 CBBEL=1,041,788	\$0.00	12/1/2015
I-14-4190	I-90 BCP Tollway Partners JV	JV=9,499,523 CBBEL=2,397,971	\$1,604,500.00	7/1/2017
RR-13-4613	Elgin O'Hare Bypass	\$26,319.00	\$25,000.00	12/31/2016
IDOT				
P-91-152-05	I-80 (US Route 45 to US Route 30	\$1,166,799.00	\$0.00	6/1/2013
P-91-004-09	Various Saftey Assessments	\$600,000.00	\$202,000.00	10/1/2013
P-91-007-09	IL 47 doe US 14 to Charles Road Sub to Strand	\$404,000.00	\$155,000.00	6/1/2013
P-91-388-10	US 45 (form IL 132 to IL 173)	\$1,609,000.00	\$14,000.00	8/1/2015
P-91-003-11	Phase I Various Studies	\$2,400,000.00	\$231,000.00	2/1/2014
P-91-597-10	I-290 West of US 12/20/45 Sub to Parsons Brinckerhoff	\$1,345,000.00	\$430,000.00	6/1/2014

EXHIBIT G
Contract No. I -15-4656

Christopher B. Burke Engineering, Ltd. (CBBEL)

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (including all Supplements and Extra Work Orders)	Fee Remianing to Be earned	Estimated Date of Completion
P-91-762-10	I-55 from I-355 to I-94 -Sub to Stantec	781,381.00	140,000.00	6/1/2014
C-93-085-11	IL 47 North of US 34 to IL 71 Phase III	1,995,287.00	33,000.00	09/30/15
D-91-412-12	Project Management for Phase I,II and or III	5,000,000.00	99,000.00	0/01/14
C-91-75-13	Construction Inspection at I-90 and Cumberland	2,091,291.00	290,000.00	11/01/14
D-91-01-14	Il 47 form US 14 to South of IL 176 Phase II Sub to Strand	Still in Negotiation	Still in Negotiation	
D-91-467-14	FAU 2857 Wood Stree from North of Little Calumet River to South of US6 Sub to Infrastructure	190,245.00	100,000.00	12/01/16
P-91-119-14	Various Phase I Contracts	1,200,000.00	717,000.00	02/01/19
D-60-031-15	Various Scat Projects	400,000.00	351,000.00	03/01/17
City of Chicago	Various Contracts	14,000,000.00	325,000.00	Various
All Other Work Public & Private	Various Contracts	47,374,000.00	13,111,000.00	Various

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-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-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL 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-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-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 Consultants, Inc.

Contract Number: I-15-4656

Proposal Date: 5/31/2016

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: I-15-4656

Consultant: GSG Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016											TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		Dec
Concept									30	25	30		85
Design Package 1													
Design Package 2													
Design Package 3													
Design Package 4													
TOTALS									30	25	30		85

Contract Number: I-15-4656

Consultant: GSG Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept		20													20
Design Package 1	350	400	400	300	300	200	200	200	200						2550
Design Package 2				100	100	100	100	100	100	100	10				710
Design Package 3				200	200	200	100	100	100	100	100	90			1190
Design Package 4				200	100	100	100	100	100	100	100	100			1000
TOTALS	350	420	400	800	700	600	500	500	500	300	210	190			5470

Contract Number: I-15-4656

Consultant: GSG Consultants, Inc.

GSG Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept															
Design Package 1															
Design Package 2		2	2	2	2	2									10
Design Package 3					2	2	2								10
Design Package 4									5	5					20
TOTALS		2	2	2	2	4	4	2	2	2	7	5	5	5	40

Contract Number: I-15-4656

Consultant: GSG Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Concept																
Design Package 1																
Design Package 2																
Design Package 3																
Design Package 4	5	5	5	2	3											20
TOTALS	5	5	5	2	3											20

Contract No.: I-15-4656

Consultant: GSG Consultants, Inc.

Date: 5/31/2016

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 33 No. OF MONTHS
SCHEDULED START DATE: 9/1/2016
RAISE DATE: 1/1/2017
PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date	
9/1/2016	12/31/2016	1/1/2017	12/31/2017	1/1/2018	12/31/2018	1/1/2019	5/31/2019
4.0		12.0		12.0		5.0	
33.0		33.0		33.0		33.0	
12.12%		37.45%		38.58%		16.56%	
Factor First Period		Escalation Factor Second Period		Escalation Factor Third Period		Escalation Factor Fourth Period	
							Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
33.0		33.0		33.0		33.0

The escalation factor for this project is: 104.71%

Contract No.: I-15-4656

Consultant: GSG Consultants, Inc.

Date: 5/31/2016

Escalation Factor: 104.71%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	OVERTIME PREMIUM		
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	225.00	Total Estimated O/T Hours: 5,615.00	Total Overtime Premium: \$212,640.05	
No	Project Manager	\$40.00	\$70.00	\$50.00	\$52.36	480.00	Average Premium O/T Hourly Rate: \$37.87		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$43.00	\$45.03	1,060.00			
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$35.00	\$36.65	850.00			
No	Staff Engineer/Planner	\$20.00	\$40.00	\$30.00	\$31.41	1,100.00			
No	Engineer /Accountant	\$20.00	\$60.00						
No	Senior Technical Specialist	\$25.00	\$60.00	\$42.00	\$43.98	200.00			
No	Technical Specialist	\$15.00	\$50.00	\$28.00	\$29.32	1,400.00			
No	Architect	\$30.00	\$70.00						
No	Realty Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						
No	Admin/Clerical	\$8.25	\$40.00	\$27.00	\$28.27	300.00			

EXHIBIT "1"

Contract No.: I-15-4656

Consultant: GSG Consultants, Inc.

Date: 5/31/2016

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Sassila, Ala	\$50 - \$70
Project Manager	Project Manager	Letzel, Scott	\$40 - \$70
	Project Manager	Olson, Jay	
	Project Manager	Suda, Robert	
	Project Manager	Thomas, Crispin	
Senior Engineer/Planner	Senior Engineer	Edgell, Dawn	\$40 - \$70
	Senior Engineer	Chandhuri, Kalyan	
	Senior Engineer	Kougias, George	
	Senior Engineer	Shaikh, Kaleem	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Jarass, Qassem	\$25 - \$60
	Project Engineer	Manuel, Cezar	
	Project Engineer	Riad, Ossama	
	Project Engineer	Rothamer, Jeffery	
	Project Engineer	Waddell, Robbie	
Staff Engineer/Planner	Staff Engineer	Elsbihi, Naser	\$20 - \$40
	Staff Engineer	Flores, Edwin	
	Staff Engineer	Kizawi, Ameer	
	Staff Engineer	Powers, John	
	Staff Engineer	Johnson, Charles	
	Staff Engineer	Votava, Jeffery	

Contract No.: I-15-4656

Consultant: GSG Consultants, Inc.

Date: 5/31/2016

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Senior Inspector	Knoepfle, Michael	\$25 - \$60
Technical Specialist	Inspector	Cagney, Thaddeus	\$15 - \$50
	Inspector	Cate, Meredith	
	Inspector	Keller, Heidi	
	Inspector	McCoy, David	
	Inspector	Oliver, Lindsey	
	Inspector	Motlani, Imran	
	Inspector	Rowe, Joshua	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrator	Garman, Hala	\$8.25 - \$40
	Administrator	Zarco, Petra	

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWEDIRECTCOSTS_10012013.PDF

- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 629,607.86

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department 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	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
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 and mapping	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>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

Contract No.: I-15-4656

Consultant: GSG Consultants, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Sassila, Ala

Project Manager: Letzel, Scott

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

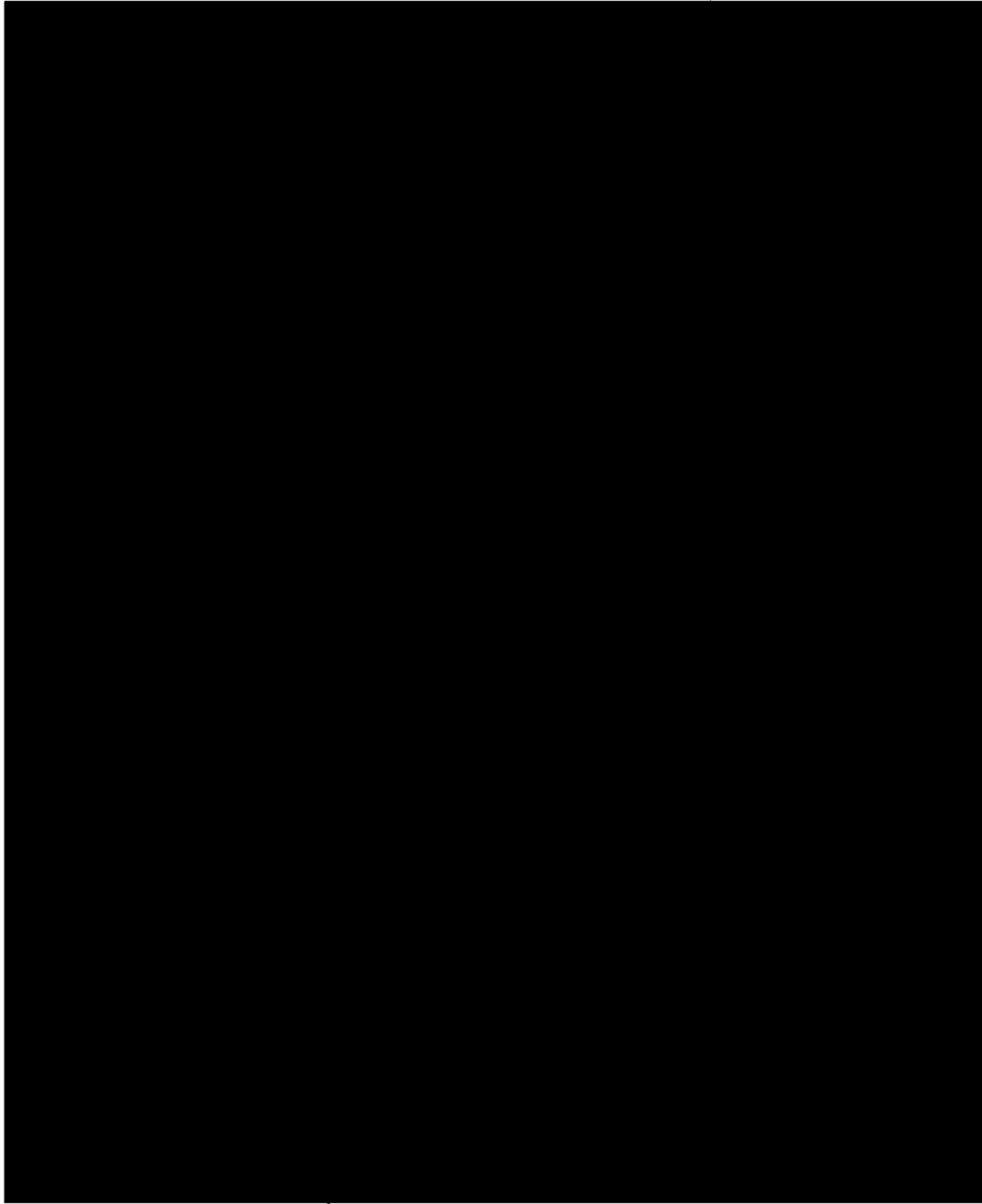
Classification: _____

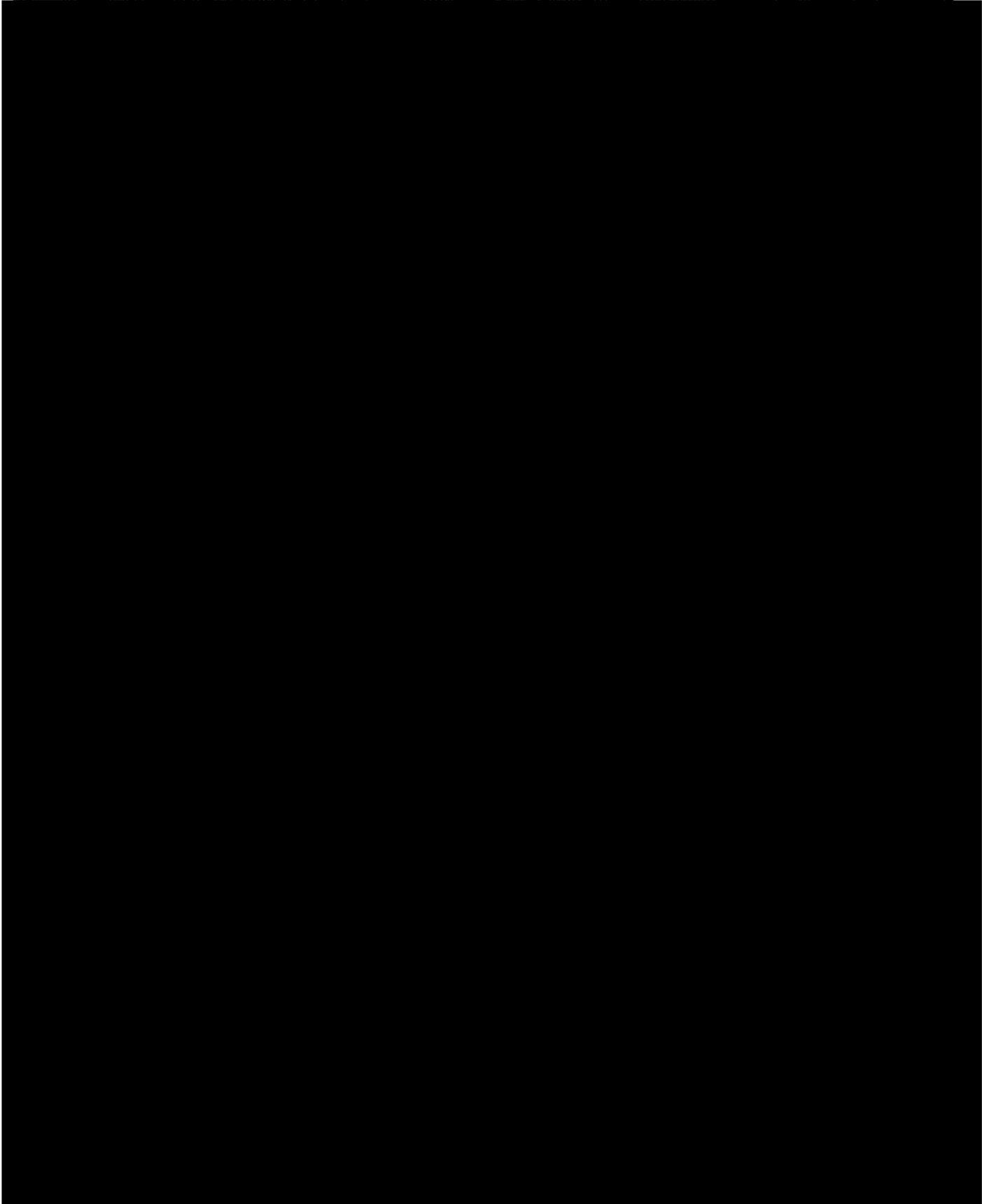
Name: _____

Classification: _____

Ala Sassila, Ph.D., P.E.

*Vice President, Director of
Engineering*





Scott Letzel, P.G.
*Senior Geologist / Field
Exploration Manager*

EXHIBIT F

Contract No. I-15-4656

GSG Consultants, Inc.

SCOPE OF SERVICES

GSG Consultants, Inc (GSG) will be responsible for providing Geotechnical investigation and Design support for the subject contract. All geotechnical investigations and reports will comply with the requirements outlined in the "Geotechnical Manual" as published by the Illinois State Toll Highway Authority, March 2015.

The responsibility of work for geotechnical investigation, laboratory testing, boring logs and geotechnical reports are outlined in the table below.

Description	RW	Bridge	Roadway	Culvert	OH Sign	Comments
B-33N/B-33S - I-294 (SB and NB) over North Ave		4				Only drilling and lab testing
B-78/79 - I-294 (SB and NB) over Grand Ave		4				Only drilling and lab testing
RW-415 - Between Ramp S2 and NB I-294	18					
RW-430 - Between NB and SB Bypass	7					
RW-431 - Wall separates NB and SB bypass	14					
RW-431a - Retaining wall along SB I-294 Toll plaza	22					
RW-432 - Along SB EOWA	4					
RW-433 - Along NB EOWA	4					
RW-434 - Along West Bypass NB, to Ramp T1	28					
Retaining wall along SB I-294 North of North Ave	26					
Roadway 1 - I-294 NB and SB			79			Report by others
Roadway 2 - IL 390 (Plug Fill section)			9			
<u>Miscellaneous</u>				11	7	
Subtotal	123	8	88	11	7	

EXHIBIT G

Contract No. I-15-4656

GSG Consultants, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-90, 4018	Geotechnical	\$1,650,000.00	\$5,000.00	2/1/2016
Various, 4032	Environmental	\$900,000.00	\$300,000.00	12/1/2016
Various, 4032	Geotechnical	\$50,000.00	\$50,000.00	12/1/2016
Various, 4075	Environmental	\$530,000.00	\$200,000.00	12/1/2017
I-90, 4107	CM	\$435,021.00	\$120,000.00	11/30/2016
Various, 4151	Geotechnical	\$325,000.00	\$200,000.00	12/1/2016
EOWA, 4623	DSE	\$851,368.00	\$400,000.00	12/1/2016
I-90, 4187	CM	\$1,676,368.00	\$900,000.00	12/1/2016
I-90, 4188	CM	\$864,654.00	\$300,000.00	12/1/2016
I-90, 4189	CM	\$655,000.00	\$275,000.00	12/1/2016
I-90, 4191	CM	\$707,467.00	\$300,000.00	12/1/2016
Various, 4195	CM	\$375,000.00	\$200,000.00	12/1/2018
Various, 4196	Geotechnical	\$60,000.00	\$30,000.00	12/1/2017
16 & M7, 414	Geotechnical	\$62,151.00	\$2,000.00	1/1/2016
I-294, 4224	Geotechnical	\$1,740,949.00	\$1,200,000.00	12/31/2016

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-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-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="width: 10%; text-align: center;">_____</td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: center;">_____</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: center;">_____</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: center;">_____</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: center;">\$ _____</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 **	\$ _____	-														
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** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>6</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
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** 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: d'Escoto, Inc.

Contract Number: I-15-4656

Proposal Date: 5/31/2016

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 Tolway's website

Contract Number: I-15-4656 Consultant: d'Escoto, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												Grand Total Exhibit A Hours	4,063
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS	
Concept									120	120	120	120	480	
Design Package 1														
Design Package 2														
Design Package 3														
Design Package 4														
TOTALS									120	120	120	120	480	

Contract Number: I-15-4656 Consultant: d'Escoto, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept	100	60	30											190
Design Package 1	68	80	80	80	80	80	80	120	120					788
Design Package 2				80	80	80	80	57	40	40	40	40	40	537
Design Package 3								80	80	80	80	80	80	400
Design Package 4														
TOTALS	168	140	110	160	160	160	160	257	240	120	120	120	120	1915

Contract Number: I-15-4656

Consultant: d'Escoto, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept															
Design Package 1															
Design Package 2															
Design Package 3	100	100	100	86	80	80	80	80	80	80	80	80	80	80	1026
Design Package 4															282
TOTALS	100	100	100	86	80	80	80	80	80	152	152	152	152	146	1308

Contract Number: 1-15-4656 Consultant: d'Escoto, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Concept																
Design Package 1																
Design Package 2																
Design Package 3																
Design Package 4	72	72	72	72	72											360
TOTALS	72	72	72	72	72											360

Contract No.: I-15-4656

Consultant: dEscoto, Inc.

Date: 5/31/2016

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 33 No. OF MONTHS

SCHEDULED START DATE: 9/1/2016

RAISE DATE: 1/1/2017

PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

9/1/2016	-	12/31/2016	1/1/2017	-	12/31/2017	1/1/2018	-	12/31/2018	1/1/2019	-	5/31/2019		
Date		Date	Date		Date	Date		Date	Date		Date	Date	Date
4.0		33.0	12.0		33.0	12.0		33.0	5.0		33.0		33.0
		12.12%			37.45%			38.58%			16.56%		Escalation Factor Fifth Period
		Factor First Period			Escalation Factor Second Period			Escalation Factor Third Period			Escalation Factor Fourth Period		Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date		Date	Date		Date	Date		Date	Date		Date	Date	Date
33.0		33.0		33.0		33.0		33.0		33.0		33.0	
		Escalation Factor Sixth Period		Escalation Factor Seventh Period		Escalation Factor Eighth Period		Escalation Factor Ninth Period		Escalation Factor Tenth Period			

The escalation factor for this project is: 104.71%

Contract No.: I-15-4656

Consultant: d'Escoto, Inc.

Date: 5/31/2016

Escalation Factor: 104.71%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated O/T Hours:		Total Overtime Premium:		
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			
No	Principal	\$50.00	\$70.00								
No	Project Manager	\$40.00	\$70.00	\$62.20	\$65.13	765.00					
No	Senior Engineer/Planner	\$40.00	\$70.00								
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$46.15	\$48.32	1,620.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$26.50	\$27.75	1,678.00					
No	Engineer /Accountant	\$20.00	\$60.00								
No	Senior Technical Specialist	\$25.00	\$60.00								
No	Technical Specialist	\$15.00	\$50.00								
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
Total Estimated Work Hours:							4,063.00				
Average Hourly Rate:							\$42.99				
Total Direct Labor							\$174,668.37				
Total Estimated O/T Hours:											
Average Premium O/T Hourly Rate:											
Total Overtime Premium:											

EXHIBIT "1"

Contract No.: I-15-4656

Consultant: d'Escoto, Inc.

Date: 5/31/2016

Escalation Factor: 104.71%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES						DIRECT COST OVERTIME PREMIUM	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (including Overtime)	Total Estimated O/T Hours:
		\$8.25	\$40.00				4,063.00
No	Admin/Clerical						Average Premium O/T Hourly Rate:
							\$42.99
							Total Overtime Premium:
							\$174,668.37
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)
							Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)

Contract No.: I-15-4656 Consultant: d'Escoto, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 858.00

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department 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	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
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 and mapping	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>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

Contract No.: I-15-4656

Consultant: d'Escoto, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Travis Kluegel

Project Engineer: Eric Dean

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Cody Suba

Classification: Staff Engineer/Planner

Name: _____

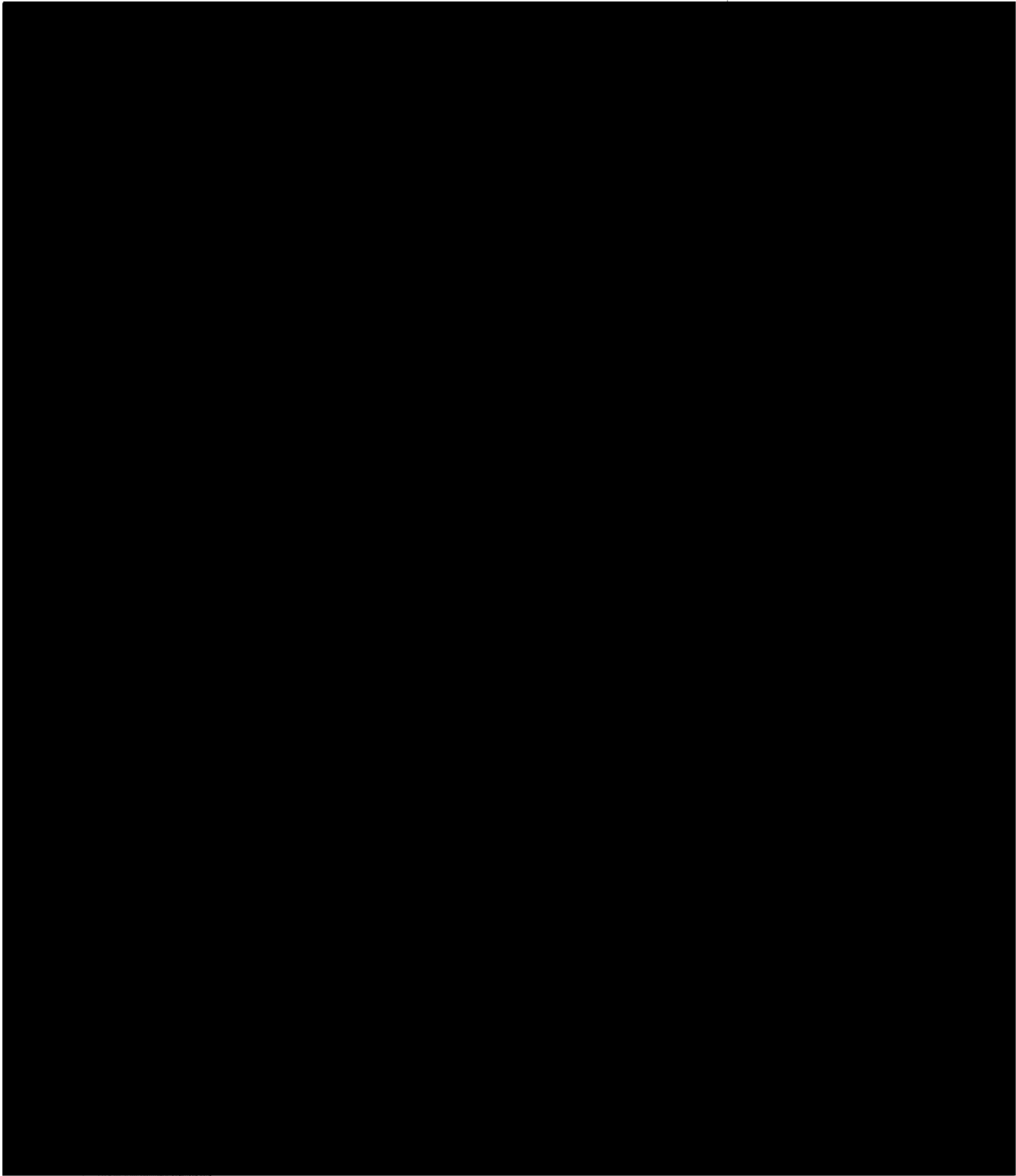
Classification: _____

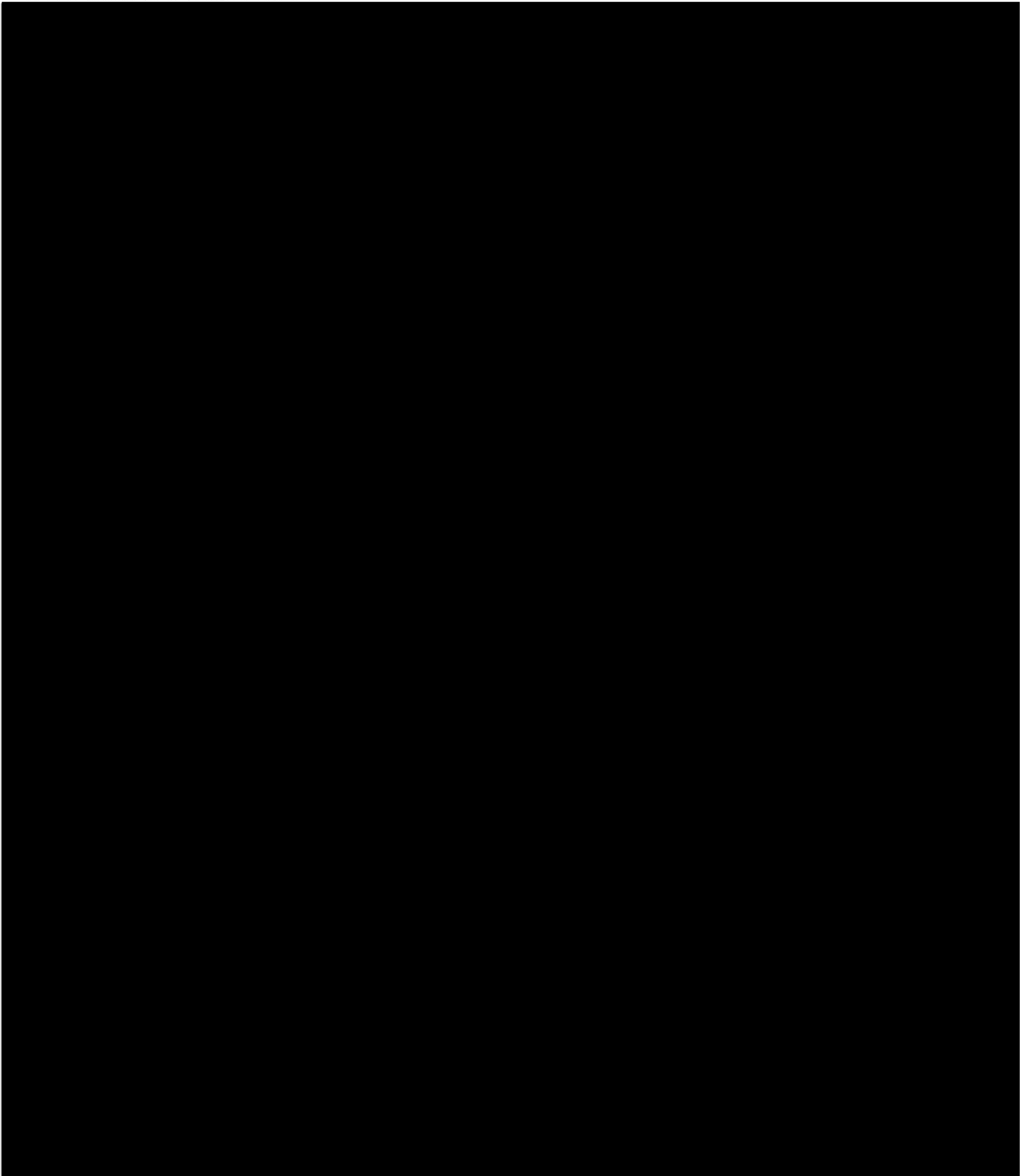
Name: _____

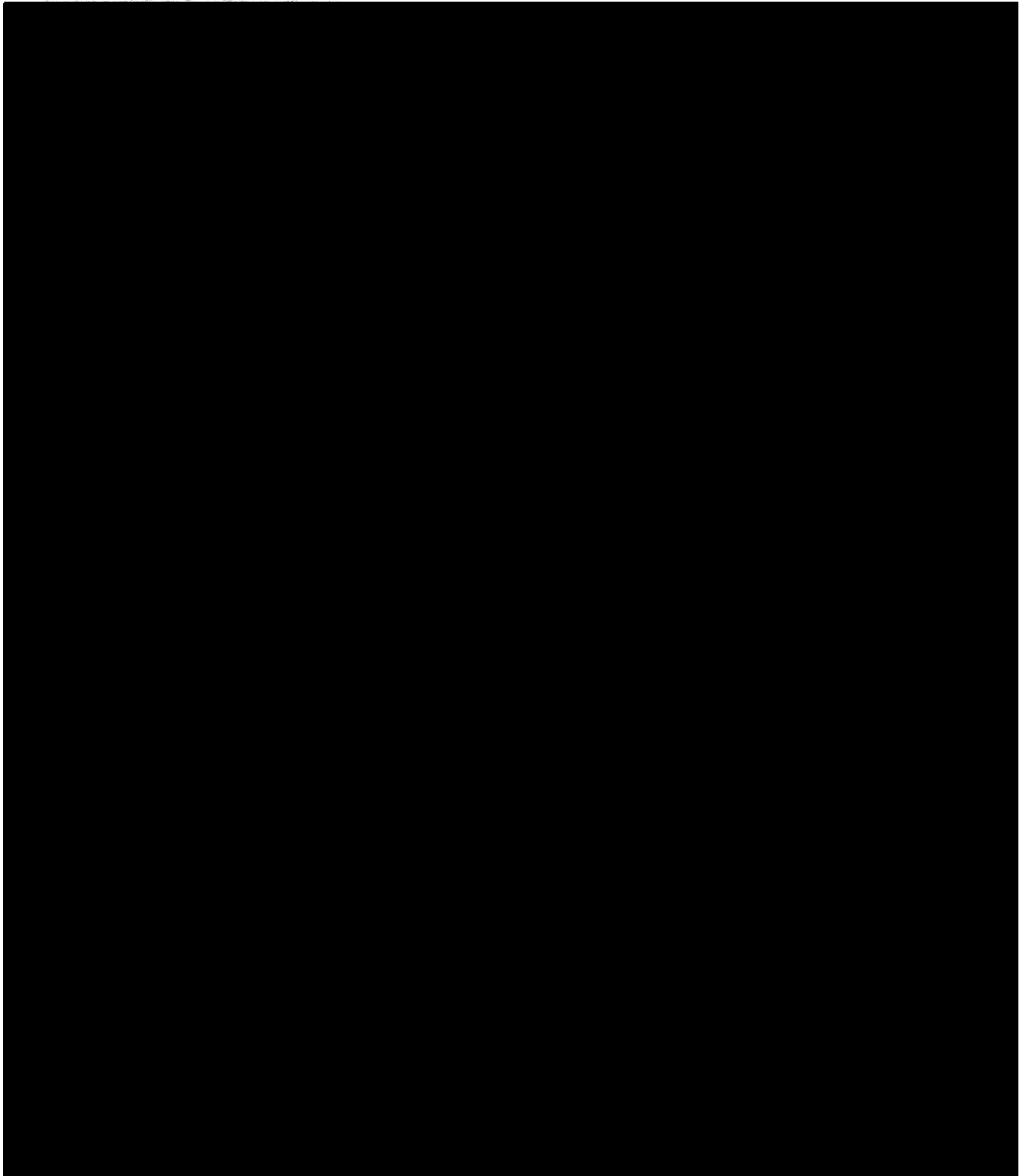
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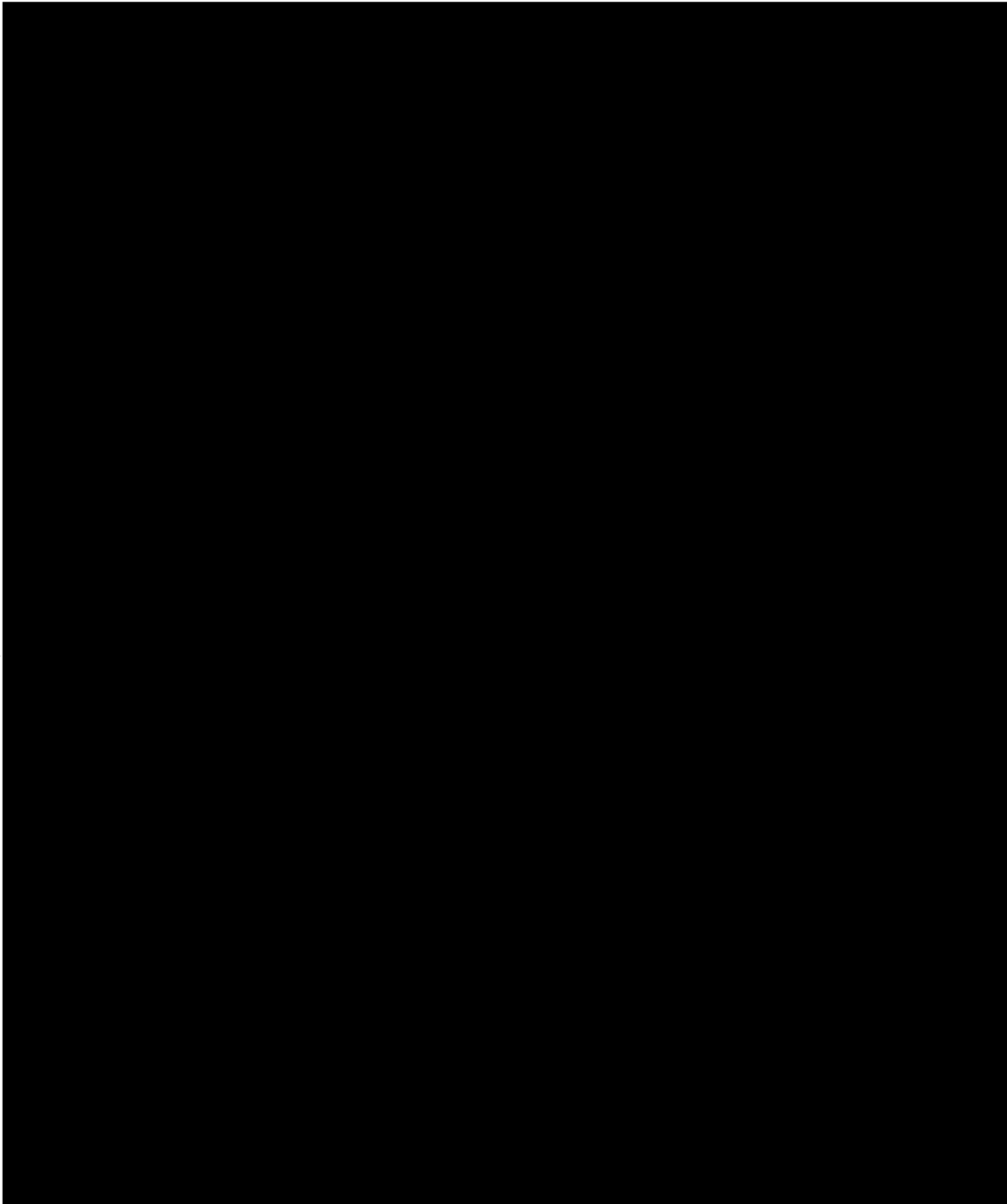
Name: _____

Classification: _____









Eric Dean, P.E.

d'ESCOLO
INC

Drainage/Hydraulic Engineer

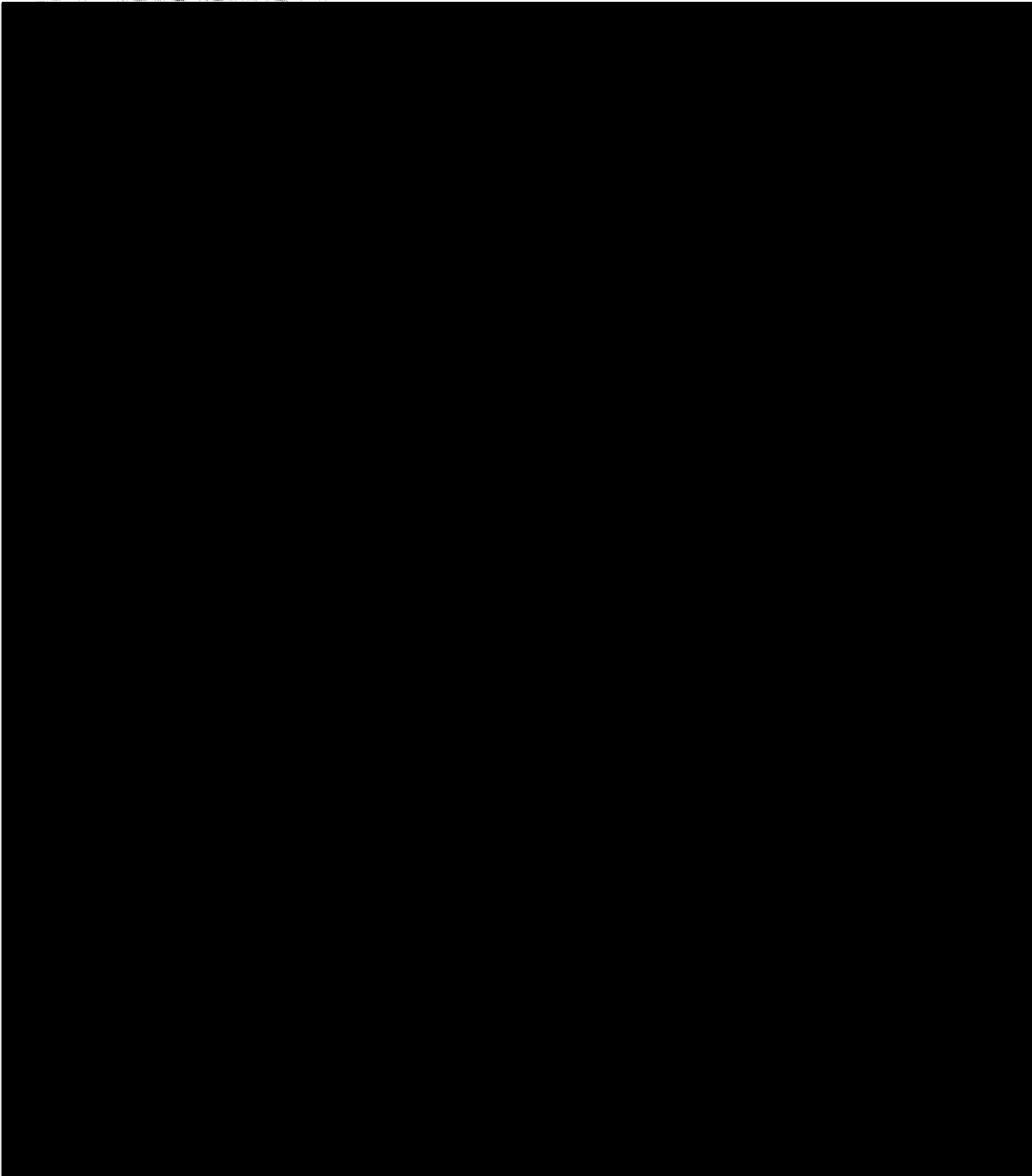


EXHIBIT 117
Page 2 of 2

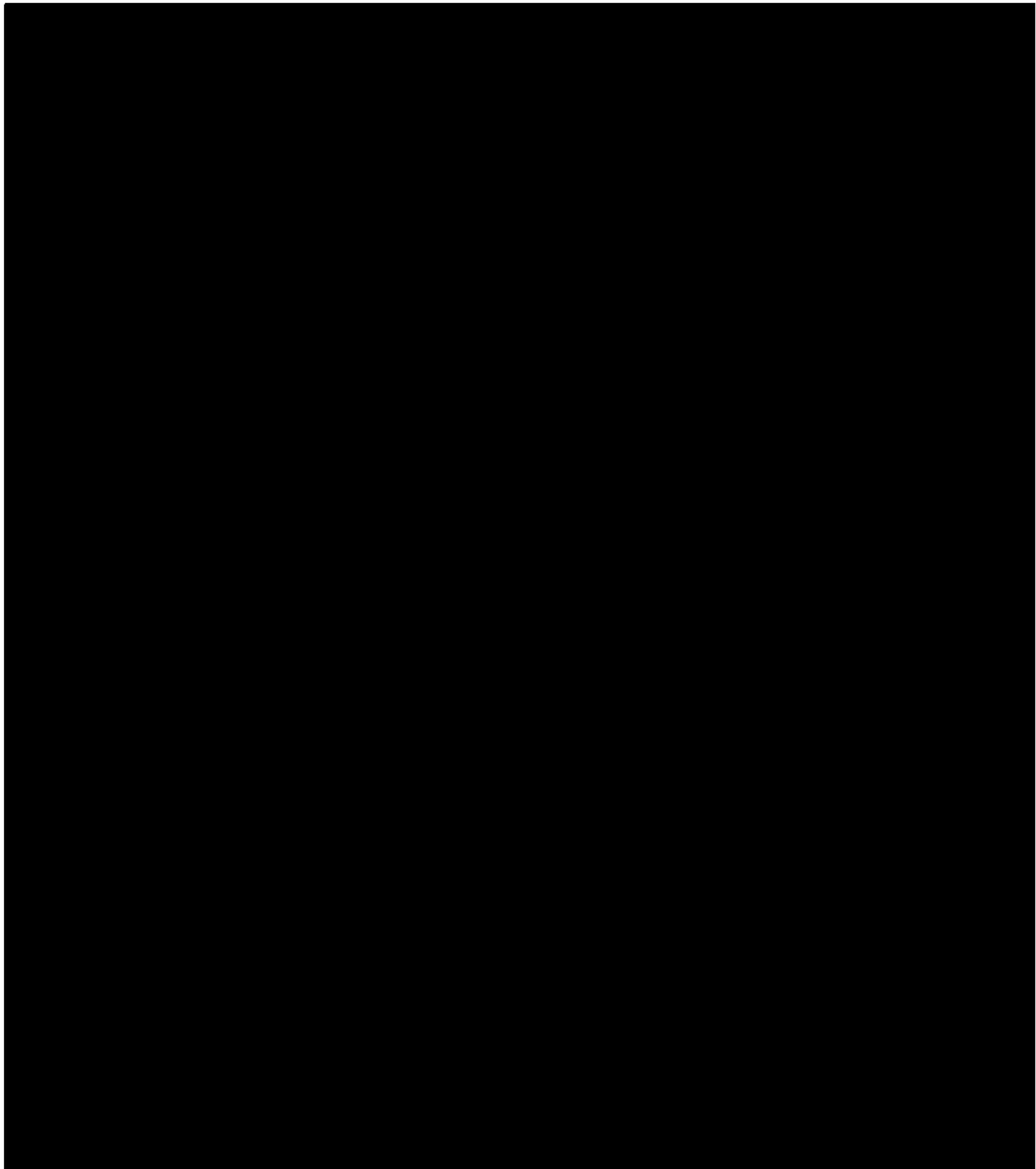


EXHIBIT F

Contract No. I-15-4656

d'Escoto, Inc.

SCOPE OF SERVICES

The project is the Western Access corridor connection to the Tri-State Tollway. The project limits along the Western Access corridor are between the Tri-State Tollway and Franklin/Green Street and for the Tri-State Tollway between North Avenue and Wolf Road in Cook County.

Plan Production Quality Assurance

D'Escoto will assist the Benesch team with quality documentation for both concept planning and main contract. Their work will include assembly and review of all submittal documents for compliance with Tollway standards and Contract Quality Plan requirements.

Corridor Modeler Standards

D'Escoto will assist the Benesch team with the development of the corridor modeler standards to be utilized and will assure the consistency of the corridor modeler elements throughout the design process.

EXHIBIT G

Contract No. I-15-4656

d'Escoto, 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-14-4200	ISHTA Maintenance Facilities	\$600,000.00	\$128,957.00	4/30/2019
I-12-4049	ISHTA I-90 CM, CM/CCM	\$2,380,973.00	\$35,501.00	5/31/2018
I-11-4013	ISTHA - PMO Team	\$2,132,970.00	\$683,046.00	8/15/2017
I-14-4186	ISTHA - I-90 CM	\$613,346.00	\$253,452.00	11/30/2016
PTB 164-05	IDOT IL-25 Phase III	\$2,338,948.00	\$233,531.00	6/30/2016
PTB 164-11	IDOT - D-2 Various Phase I/II	\$0.00	\$0.00	12/31/2016
PTB 164-021	IDOT - Statewide PM High Speed Rail	\$206,288.00	\$132,304.00	On Hold
PTB 169-05	IDOT - D-1 Phase I Various	\$230,210.00	\$171,374.00	11/1/2016
29538	2FM - Construction Management Task Order Based Master Contract	\$3,000,000.00	\$3,000,000.00	1/17/2019
I3F11014427	CTA - PMO Services	\$2,423,840.00	\$834,832.00	4/20/2017
22875	CDA-CIP - Owner's Rep	\$8,622,037.00	\$1,242,360.00	12/31/2016
9613	CDA - CM Services for the O' Hare Modernization Program	\$23,300,703.00	\$572,477.00	12/31/2016
24393	CDWM - Professional Construction Engineering Services	\$4,706,111.00	\$1,096,375.00	12/31/2016
I-14-4645	ISHTA - CM Services	\$532,818.00	\$366,087.00	11/30/2017
9621	Cook County DOT Center St	\$151,043.00	\$70,408.00	10/1/2016
10201	CDOT - Arterial & Collector Street Design	\$145,981.00	\$145,981.00	On Hold
	CDA ATS Staff Augmentation	\$444,446.00	\$426,276.00	12/31/2018
	NICTD - PTC Staff Augmentation	\$892,494.00	\$857,496.00	12/31/2018

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-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-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL 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-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-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black;"></td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs				Services by Others				Additional Services **				Total this Subconsultant (ULC)		\$	-
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** Additional services 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: The Roderick Group, Inc.

Contract Number: I-15-4656

Proposal Date: 5/31/2016

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: 1-15-4656 Consultant: The Roderick Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Concept									119	118	157	156	550
Design Package 1													
Design Package 2													
Design Package 3													
Design Package 4									1	2	3	4	10
Mentor Protégé													
TOTALS									120	120	160	160	560

Contract Number: I-15-4656

Consultant: The Roderick Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Concept	80	80	40	40												240
Design Package 1	120	120	120	100	100	100	100	100	38							898
Design Package 2				40	40	40	40	48	48	48	40	40				384
Design Package 3				56	56	56	56	56	88	110	110	110				698
Design Package 4																
Mentor Protégé	8	8	8	16	16	8	8	8	8	8	8	8				112
TOTALS	208	208	168	252	212	204	204	212	182	166	158	158	166	158	158	2332

Contract Number: I-15-4656

Consultant: The Roderick Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept														
Design Package 1														
Design Package 2	12	12	12	10	10	10	10	10	10	10	8	4	118	
Design Package 3	110	110	110	110	110	100	128	128	136	40	40	40	1162	
Design Package 4									85	84	84	84	337	
Mentor Protégé	8	8	8	8	8	8	8	8	8	8	8	8	96	
TOTALS	130	130	130	128	128	118	146	146	239	142	140	136	1713	

Contract Number: 1-15-4656 Consultant: The Roderick Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept															
Design Package 1															
Design Package 2															
Design Package 3															
Design Package 4	84	84	84	84	84										
Mentor Protégé	8	8	3	2	2										
TOTALS	92	92	87	86	86										443

Contract No.: I-15-4656 Consultant: The Roderick Group, Inc.

Date: 5/31/2016

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 33 No. OF MONTHS
 SCHEDULED START DATE: 9/1/2016
 RAISE DATE: 3/1/2017
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
9/1/2016	2/28/2017	3/1/2017	2/28/2018	3/1/2018	2/28/2018	3/1/2019
-	-	-	-	-	-	-
6.0	12.0	12.0	33.0	33.0	33.0	33.0
18.18%	37.45%	38.58%	9.93%	Escalation Factor Fifth Period		
Escalation Factor First Period						

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
-	-	-	-	-	-	-
33.0	33.0	33.0	33.0	33.0	33.0	33.0
Escalation Factor Sixth Period						
Escalation Factor Seventh Period						
Escalation Factor Eighth Period						
Escalation Factor Ninth Period						
Escalation Factor Tenth Period						

The escalation factor for this project is: 104.15%

Contract No.: I-15-4656

Consultant: The Roderick Group, Inc.

Date: 5/31/2016

Escalation Factor: 104.15%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST	
										OVERTIME PREMIUM	
										Total Estimated O/T Hours: 9.00	
										Average Premium O/T Hourly Rate: \$21.24	
										Total Overtime Premium: \$191.16	
										Total Estimated Work Hours: 5,048.00	
										Average Hourly Rate: \$34.23	
										Total Direct Labor \$172,793.04	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	32.00					
No	Project Manager	\$40.00	\$70.00	\$56.00	\$58.32	120.00					
Yes	Senior Engineer/Planner	\$40.00	\$70.00	\$50.00	\$52.07	690.00	26.04	5.00			
No	Resident Engineer	\$40.00	\$70.00								
Yes	Project Engineer/Planner	\$25.00	\$60.00	\$30.40	\$31.66	2,070.00	15.83	2.00			
Yes	Staff Engineer/Planner	\$20.00	\$40.00	\$28.15	\$29.32	2,070.00	14.66	2.00			
No	Engineer /Accountant	\$20.00	\$60.00								
No	Senior Technical Specialist	\$25.00	\$60.00								
No	Technical Specialist	\$15.00	\$50.00								
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								

EXHIBIT "1"

Contract No.: I-15-4656

Consultant: The Roderick Group, Inc.

Date: 5/31/2016

Escalation Factor: 104.15%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES		DIRECT COST - OVERTIME PREMIUM			
Classification Eligible for Premium Overtime? No	Tollway Classification Admin/Clerical	Total Estimated Work Hours:	5,048.00	Total O/T Hours:	9.00
		Average Hourly Rate:	\$34.23	Average Premium O/T Hourly Rate:	\$21.24
Total Direct Labor		\$172,793.04		Total Overtime Premium:	\$191.16
		Escalated Average Hourly Rate for Classification (See Note B to Right)	\$20.83	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	
		Average Hourly Rate for Classification (See Note A to Right)	\$20.00	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
		Tollway MAXIMUM Hourly Rate for Classification	\$40.00	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
		Tollway MINIMUM Hourly Rate for Classification	\$8.25	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
		Estimated Work Hours (Including Overtime)	66.00		

Contract No.: I-15-4656

Consultant: The Roderick Group, Inc.

Date: 5/31/2016

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	President	Rashod R. Johnson, P.E.	\$50 - \$70
Project Manager	Senior Project Manager	Mark Kazich, P.E.	\$40 - \$70
Senior Engineer/Planner	Project Engineer III	Carmen Dean, P.E.	\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer I	Lucy Chen, E.I.T.	\$25 - \$60
Staff Engineer/Planner	Project Engineer I	Matthew Toussaint, E.I.T.	\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Aministrative Assistant	Danielle Mitchell	\$8.25 - \$40

Contract No.: I-15-4656 Consultant: The Roderick Group, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 5,988.12

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department 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	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
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 and mapping	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>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

Contract No.: I-15-4656

Consultant: The Roderick Group, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Rashod R. Johnson, P.E.

Project Manager: Mark Kazich, P.E.

Project Engineer: Carmen Dean, P.E.

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Lucy Chen, E.I.T.

Classification: Project Engineer

Name: Matthew Toussaint, E.I.T.

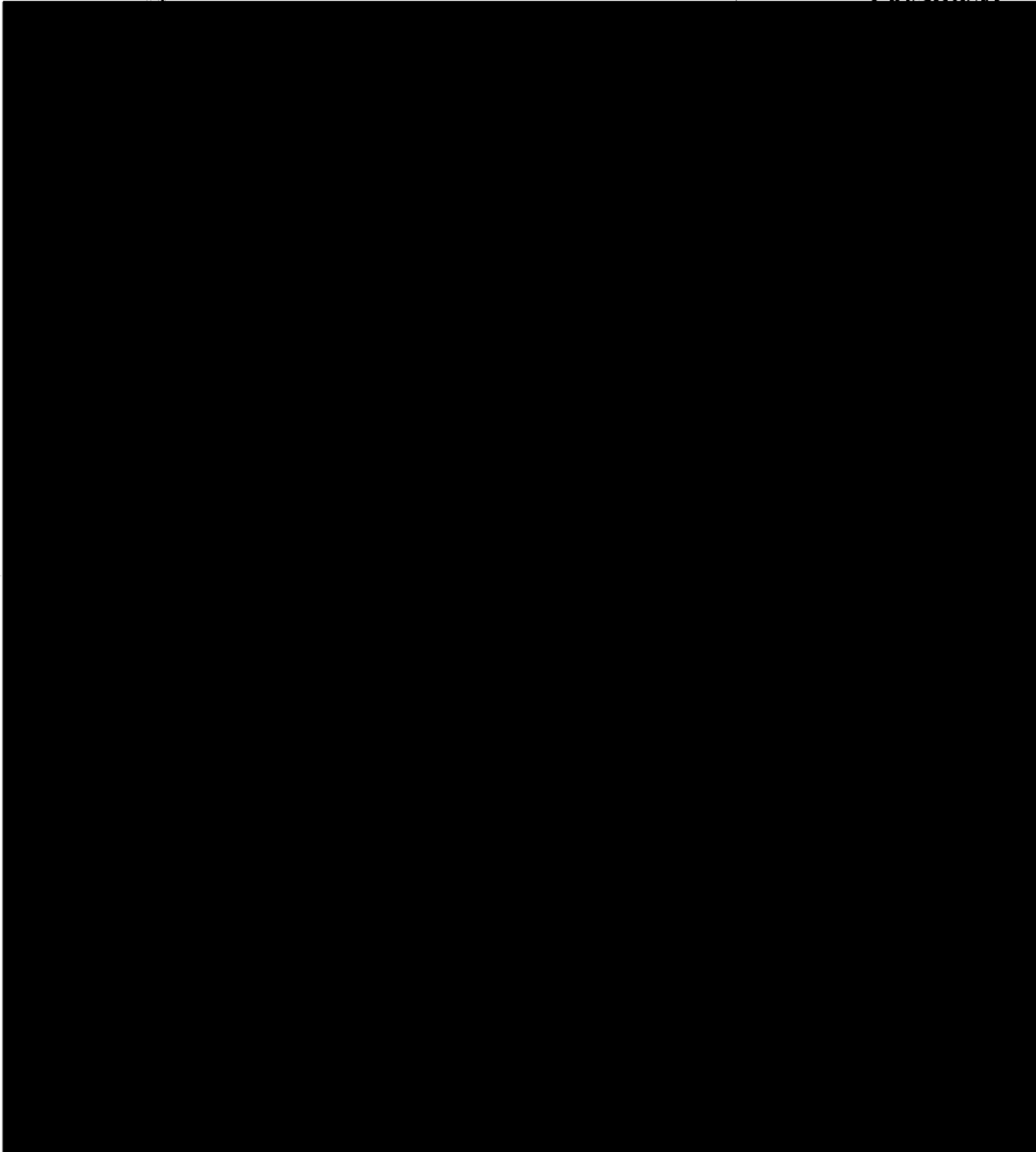
Classification: Staff Engineer

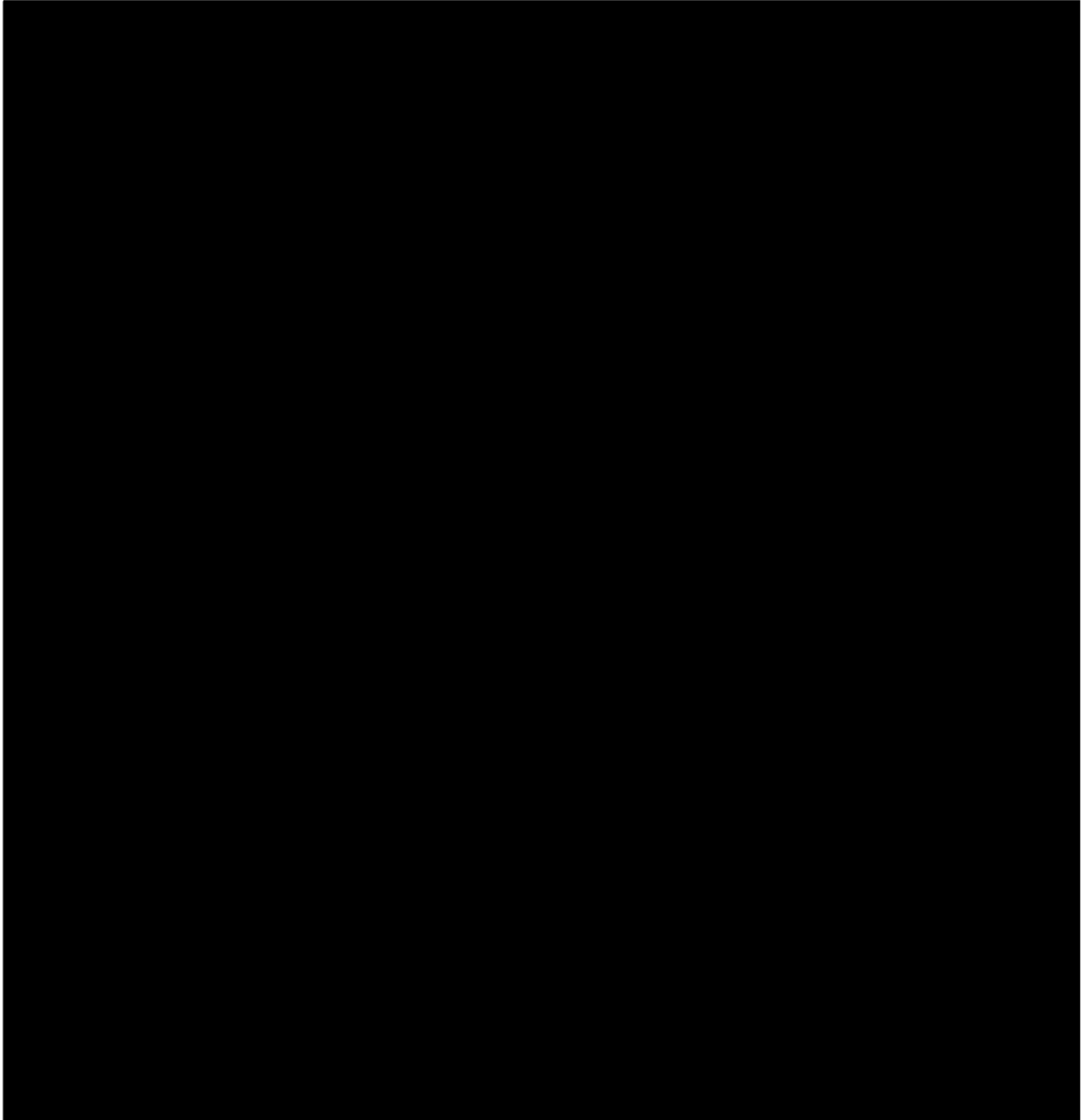
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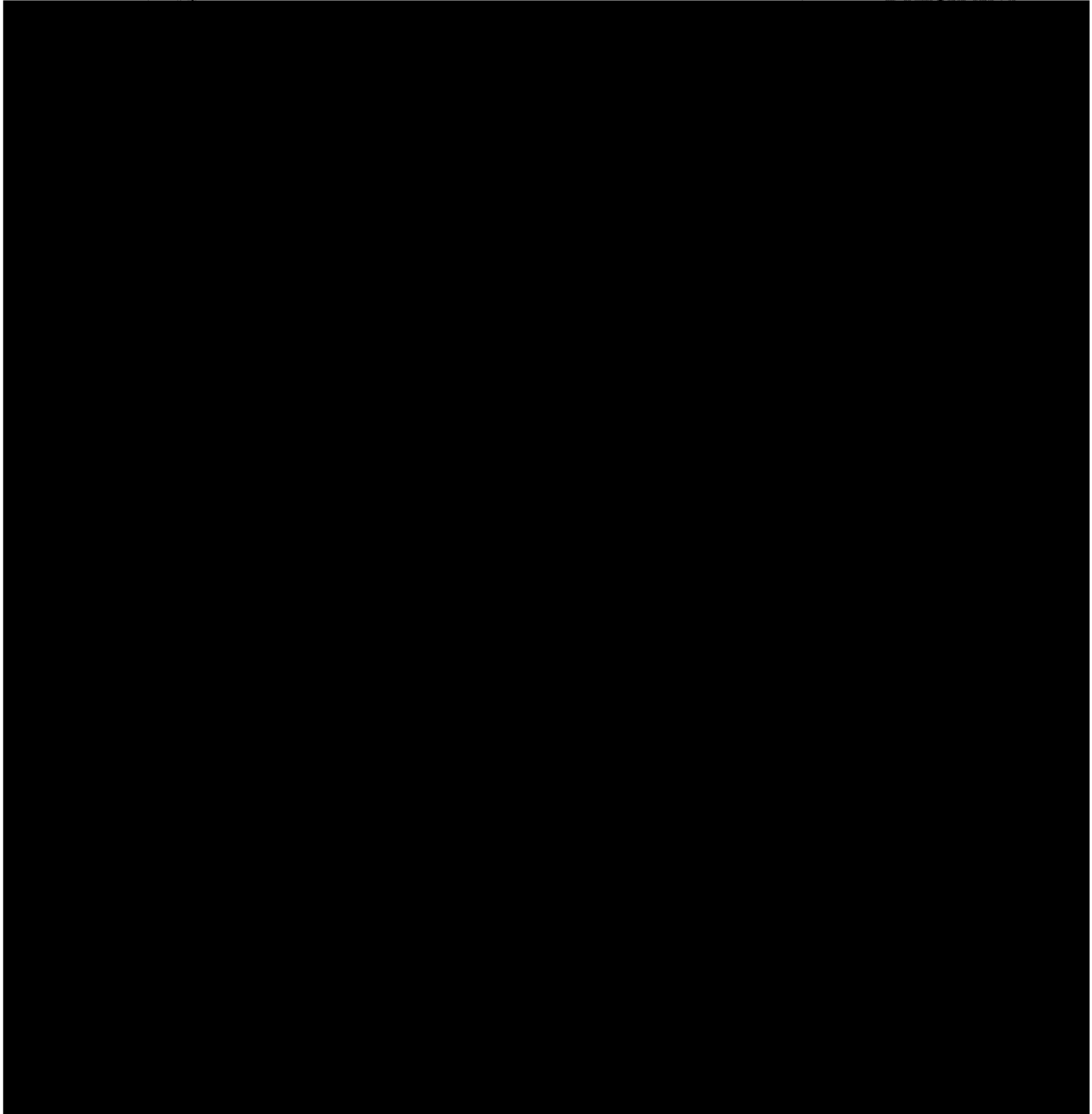
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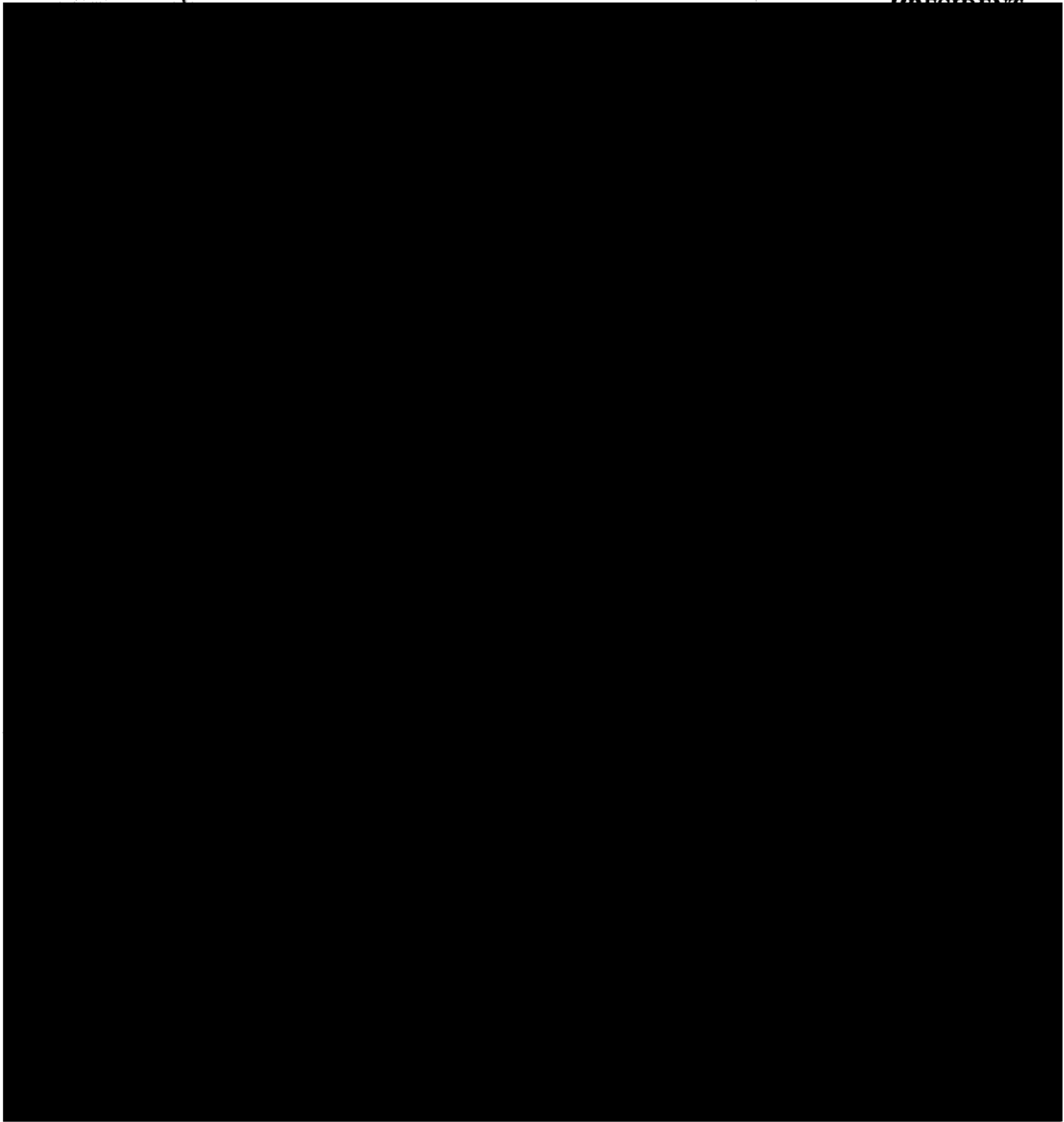
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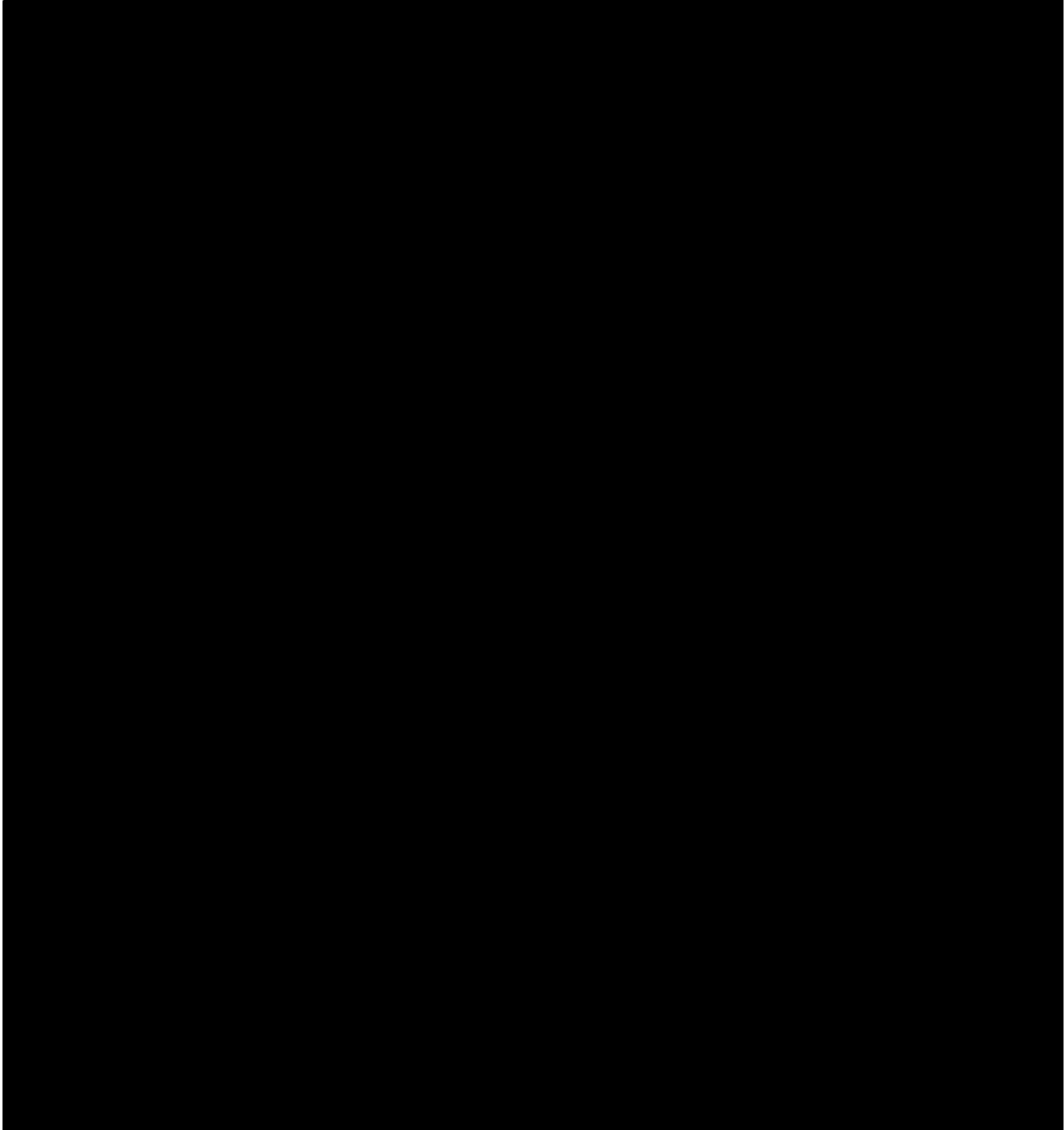
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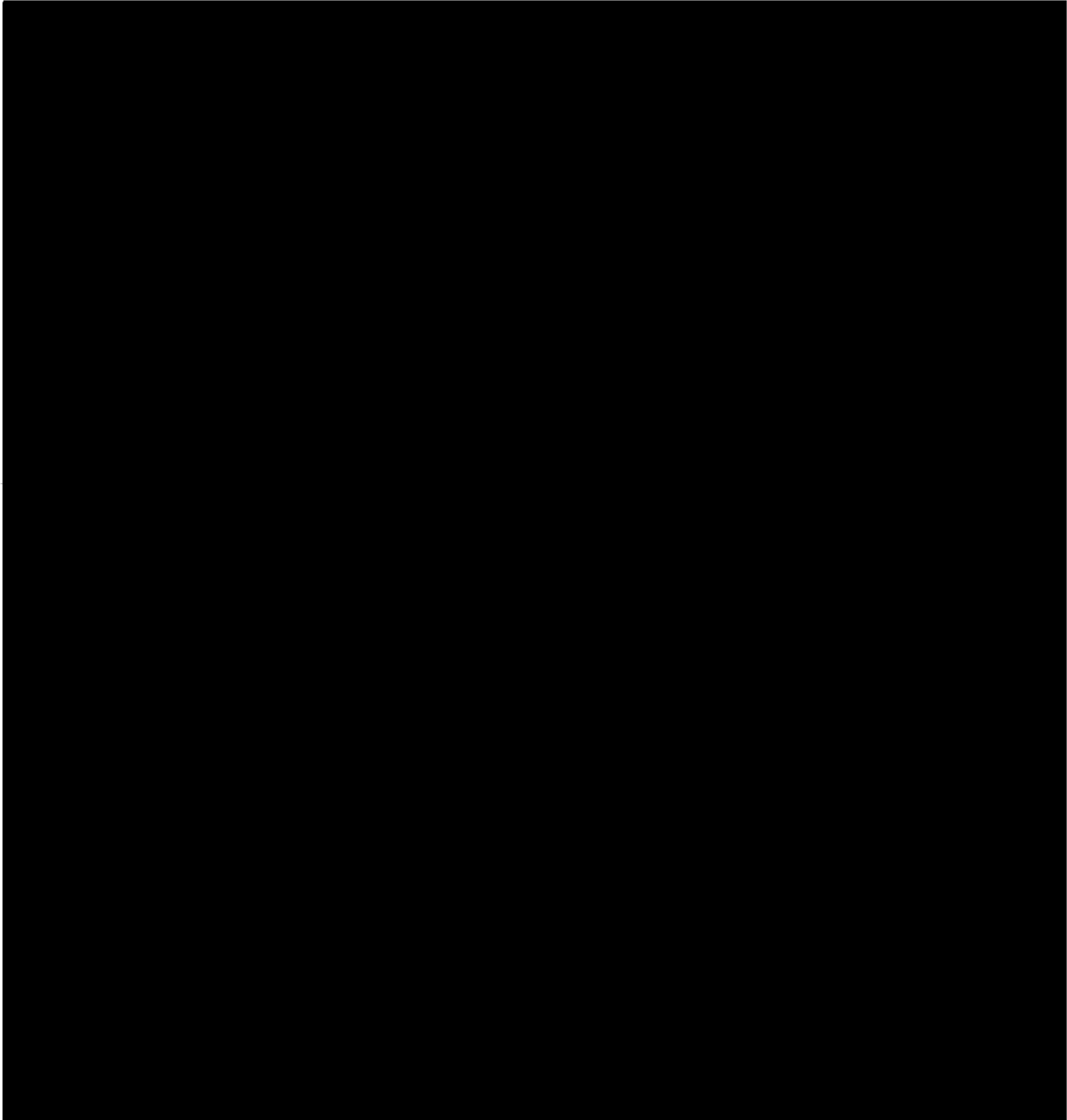


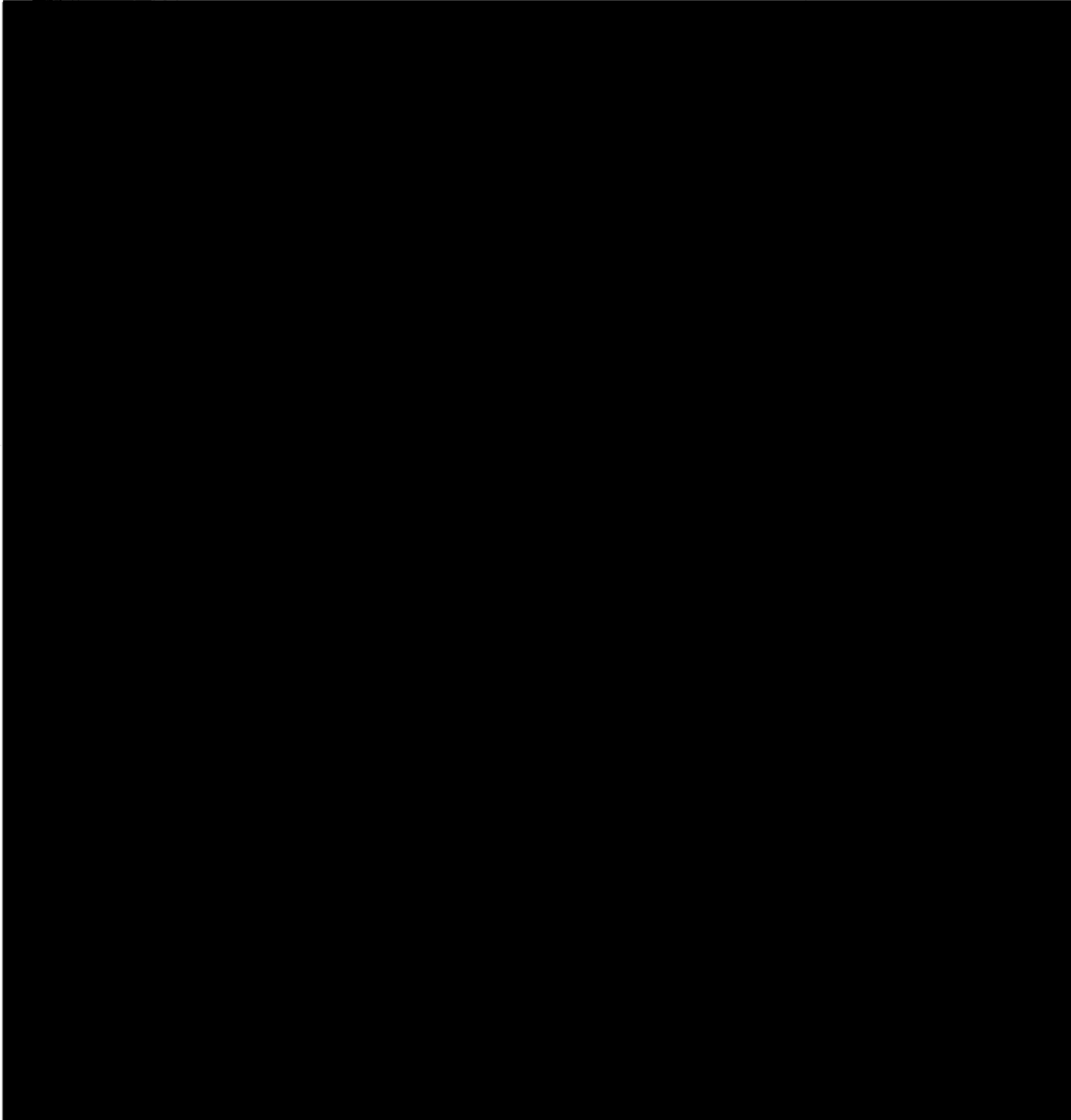


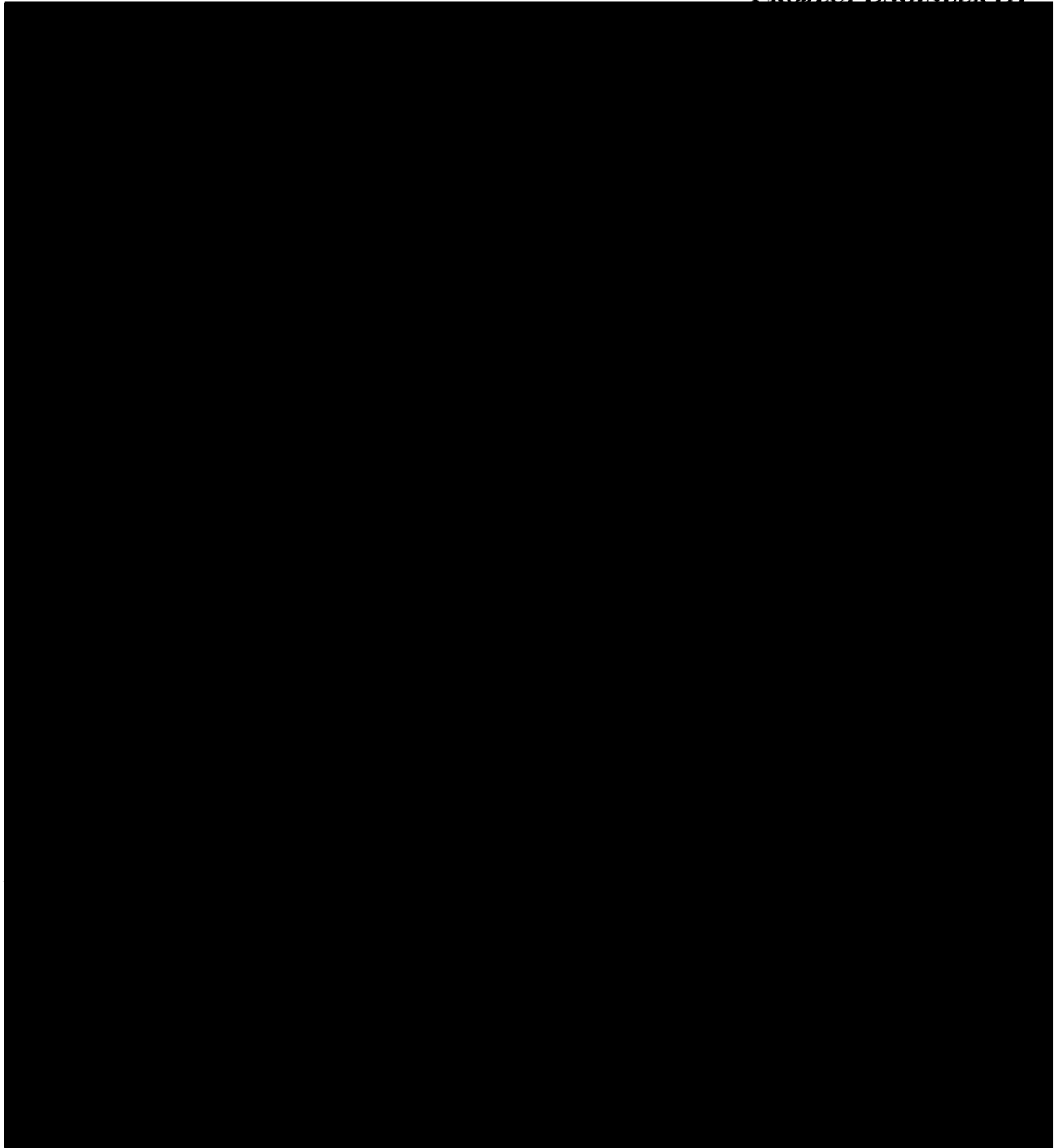


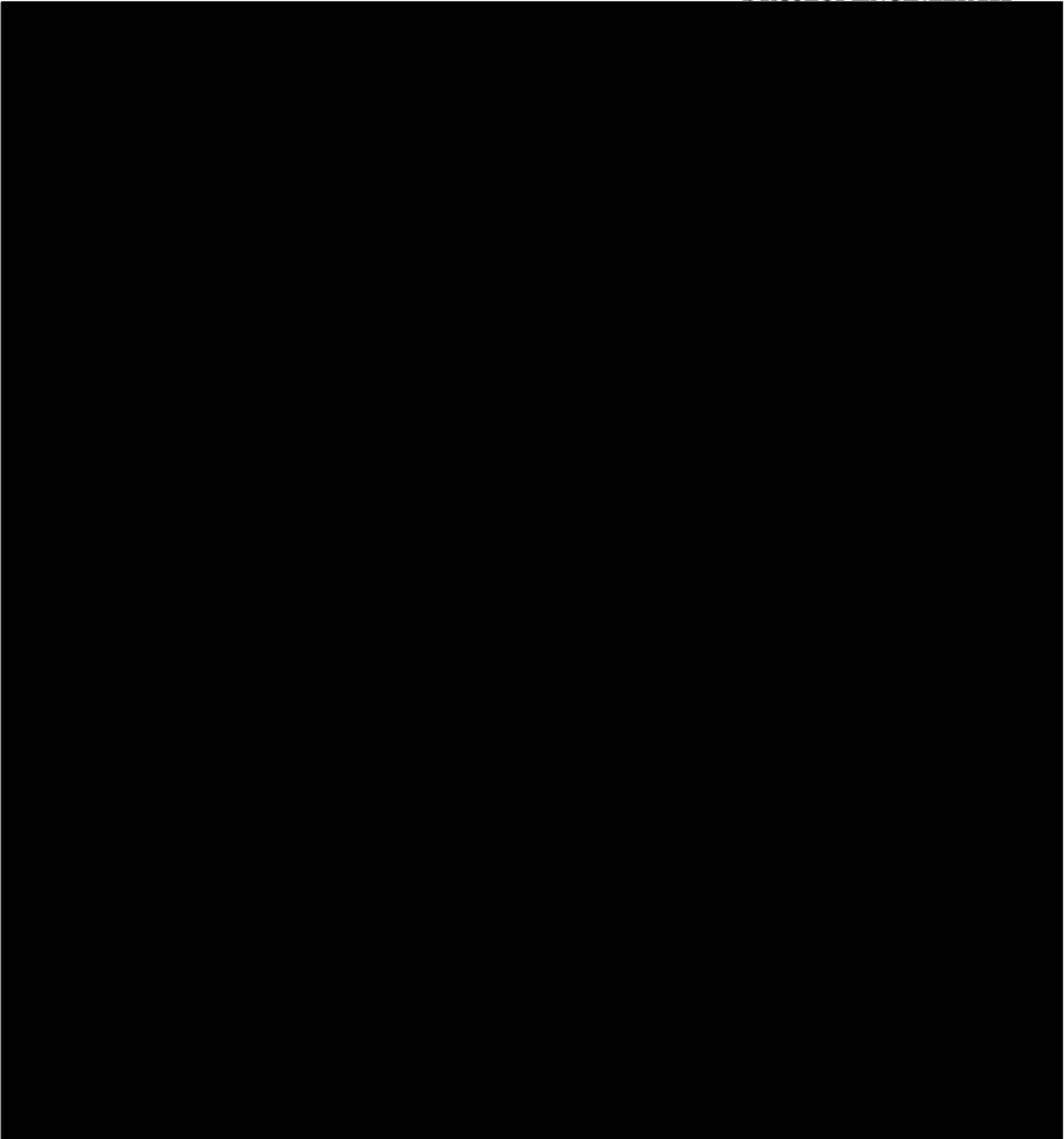


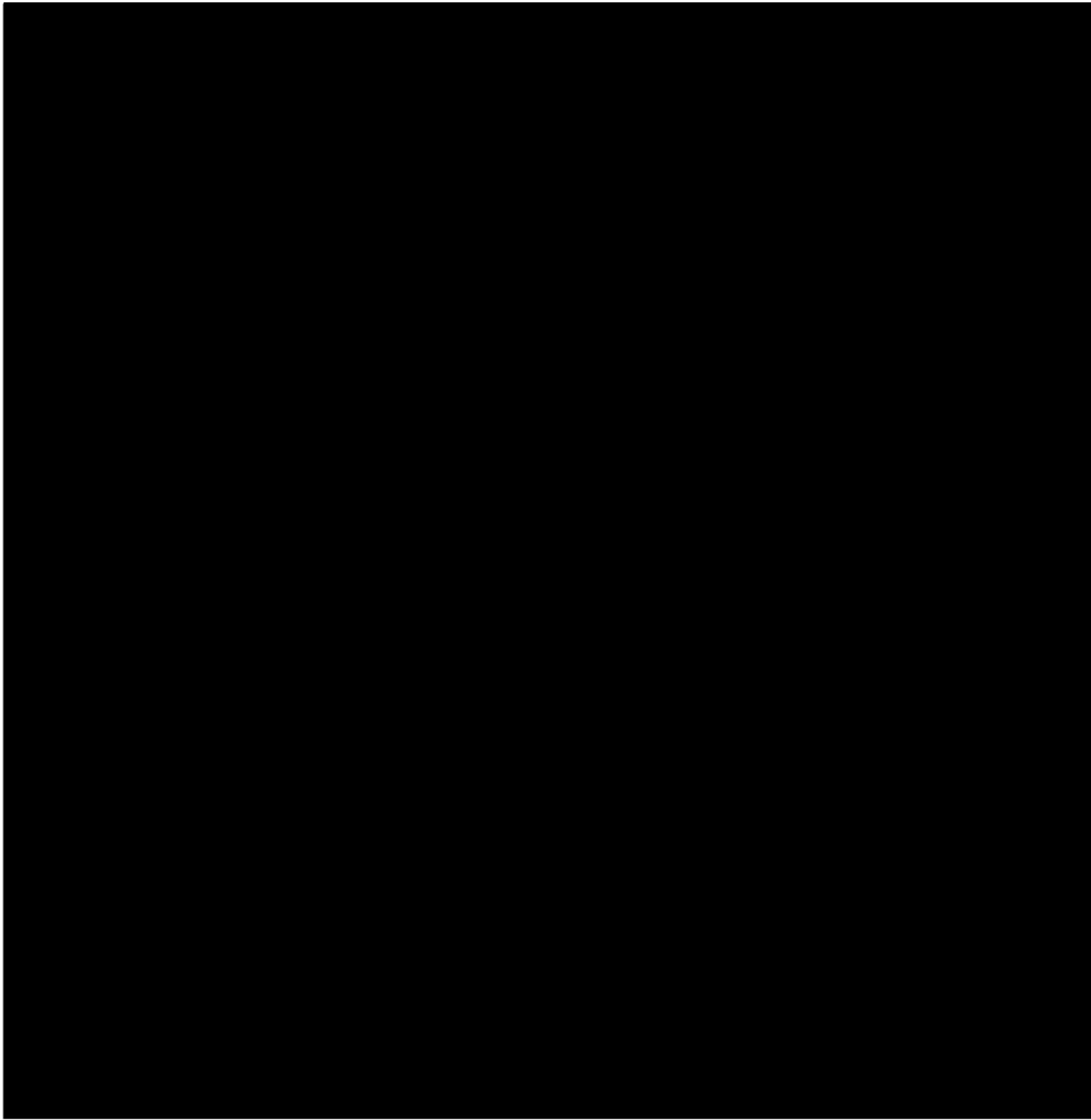


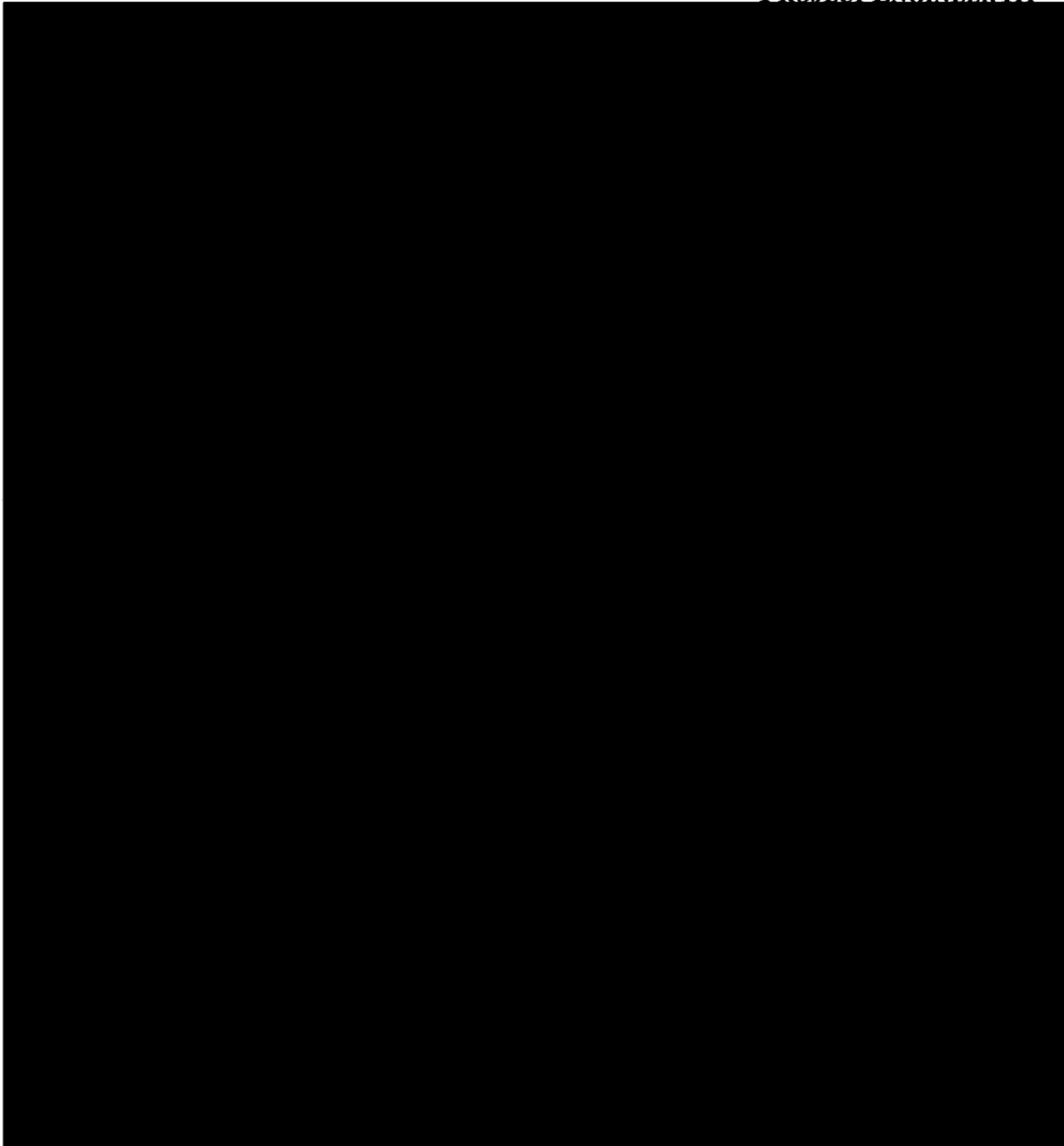


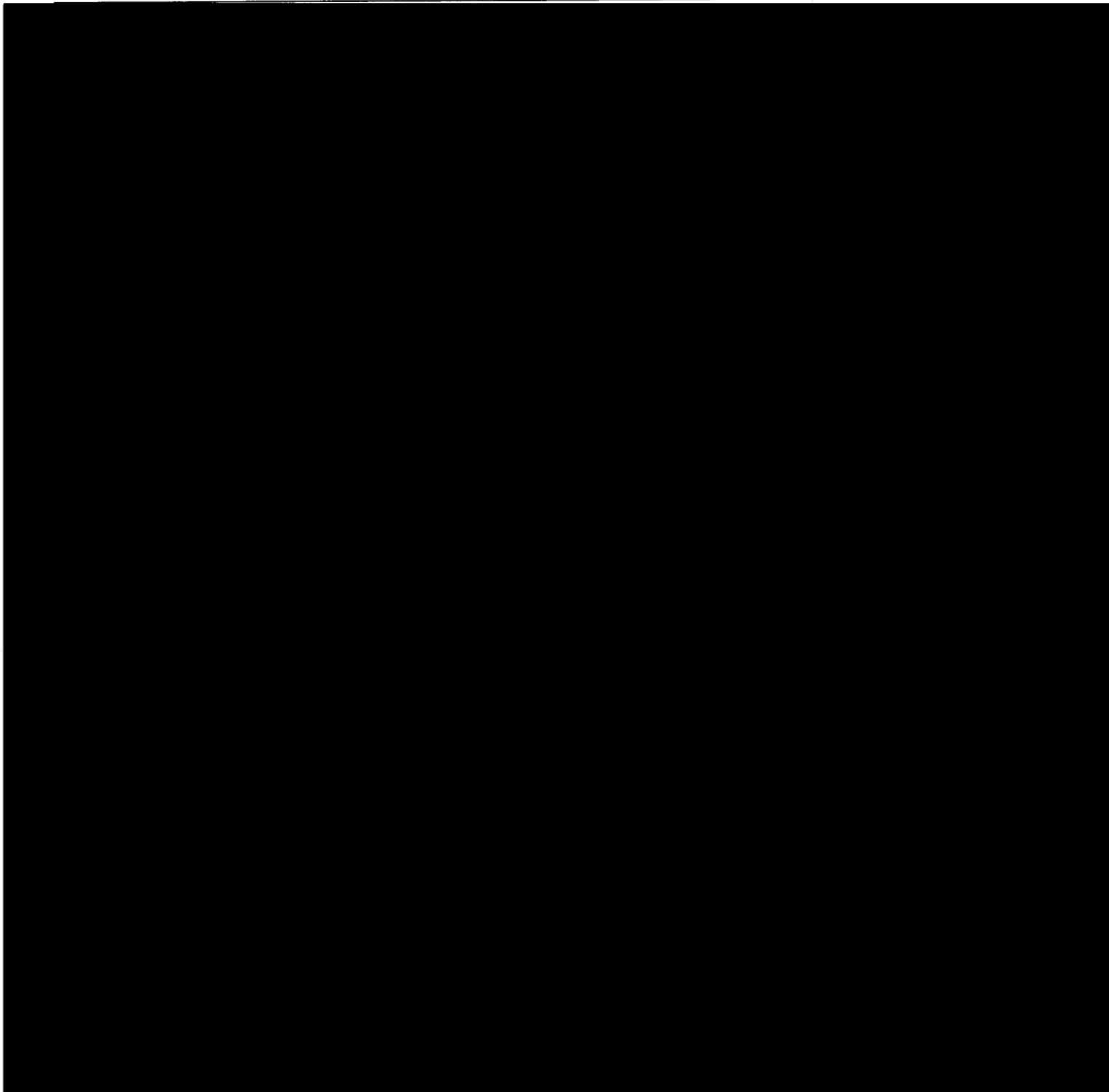












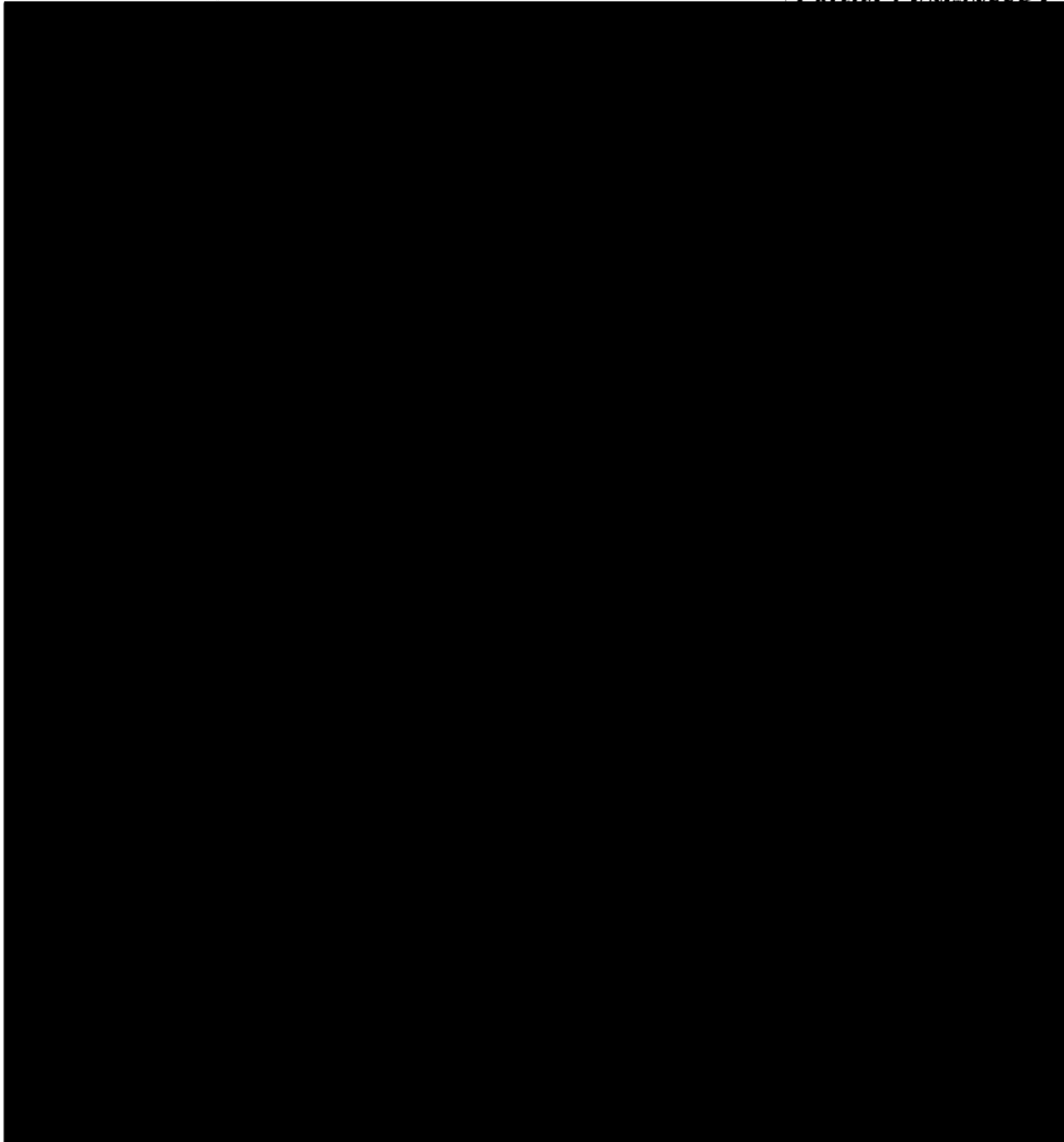


EXHIBIT F

The Roderick Group, Inc. – Contract – I-15-4656

The project is the Western Access corridor connection to the Tri-State Tollway. The project limits along the Western Access corridor are between the Tri-State Tollway and Franklin/Green Street and for the Tri-State Tollway between North Avenue and Wolf Road in Cook County.

1. Civil Design Support

The Roderick Group, Inc. will be responsible will be fully responsible for portions of the roadway design, plan development and supervision of the assigned work. The civil design support services provided by The Roderick Group, Inc. will be conducted under the Mentor/Protégé program with the goal of providing experience with the development of Tollway contract documents.

EXHIBIT G

Contract No. I-15-4656

The Roderick 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
ISTHA	I-11-4013 PMO Project Management	\$4,676,687.50	\$2,013,199.44	7/31/2017
IDOT	P-91-141-12 ADA Various Phase I	\$2,000,000.00	\$120,766.77	9/1/2016
IDOT	C-12-046-12 US 30/CNRR Ph III	\$378,548.81	\$51,419.17	7/15/2016
IDOT	D-91-009-14 Weber Road Ph II	\$246,903.00	\$29,204.79	12/31/2016
IDOT	C-30-004-14 CREATE - Program Mgmt	\$489,823.88	\$37,656.30	N/A
ISTHA	RR-13-4154U Subsurface Utility Engineering	\$1,400,000.00	\$1,148,009.68	N/A
CCDTH	1455-13465 Touhy Avenue Ph II	\$200,032.96	\$81,202.47	3/31/2017
CTA	C12FR101272861B RPM Signal Design	\$593,863.00	\$123,487.71	N/A
IDOT	C-91-002-14 Circle Interchange Ph III	\$331,615.00	\$70,255.20	9/15/2016
CTA	C12FR101272861B-2B YNB Signal Design	\$223,703.36	\$13,120.97	N/A
CDOT	B-8-116 Arerial Streets Resurfacing & ADA Ramp Program 67	\$128,091.68	\$40,030.84	7/3/2016

Contract No.: I-15-4656

Consultant: The Roderick Group, Inc.

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-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-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Rubinos & Mesia Engineers, Inc

Contract Number: I-15-4656

Proposal Date: 5/31/2016

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: I-15-4656 Consultant: Rubinos & Mesia Engineers, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Concept																	
Package 1																	
Package 3	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	247	2997
Package 4	64	64	64	64	64	79	64	64	64	64	64	64	64	64	64	64	783
TOTALS	314	314	314	314	314	329	314	314	314	314	314	314	314	314	314	311	3780

Contract No.: I-15-4656 Consultant: Rubinos & Mesia Engineers, Inc

Date: 5/31/2016

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 33 No. OF MONTHS

SCHEDULED START DATE: 9/1/2016

RAISE DATE: 4/1/2017

PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date					
9/1/2016	-	3/31/2017	4/1/2017	-	3/31/2018	4/1/2018	-	3/31/2019	4/1/2019	-	5/31/2019
7.0		12.0	12.0	12.0	33.0	33.0	2.0	33.0	33.0		33.0
21.21%		37.45%	38.58%	6.62%							
Factor First Period		Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period							Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
33.0		33.0	33.0	33.0	33.0	33.0
Escalation Factor Sixth Period		Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period		Escalation Factor Tenth Period

The escalation factor for this project is: 103.87%

Contract No.: I-15-4656

Consultant: Rubinos & Mesia Engineers, Inc

Date: 5/31/2016

Escalation Factor: 103.87%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST	
										OVERTIME PREMIUM	
										Total Estimated O/T Hours:	
										Average Premium O/T Hourly Rate:	
										Total Overtime Premium:	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			
No	Principal	\$50.00	\$70.00	\$60.00	\$62.32	392.00					
No	Project Manager	\$40.00	\$70.00	\$60.00	\$62.32	880.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$53.30	\$55.36	2,718.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$42.50	\$44.14	2,370.00					
No	Staff Engineer/Planner	\$20.00	\$40.00								
No	Engineer /Accountant	\$20.00	\$60.00	\$40.00	\$41.55	1,266.00					
No	Senior Technical Specialist	\$25.00	\$60.00								
No	Technical Specialist	\$15.00	\$50.00	\$32.50	\$33.76	1,420.00					
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
No	Admin/Clerical	\$8.25	\$40.00								

EXHIBIT "1"

Contract No.: I-15-4656

Consultant: Rubinos & Mesia Engineers, Inc

Date: 5/31/2016

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Dipak Shah	\$50 - \$70
	Principal	Farhad Rezai	
Project Manager	Principal	Mohsen Farahany	\$40 - \$70
Senior Engineer/Planner		Faiq Aqueel	\$40 - \$70
		Khawaja Nizamuddin	
Resident Engineer			\$40 - \$70
Project Engineer/Planner		Patrick Hodina	\$25 - \$60
		Michael Ryann	
		Matthew Whisler	
		Babu Patel	
		Patrick Haavig	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant		Thomas Harroun	\$20 - \$60
		Ella Vaysman	
		Michael Ready	
		Praveen Kaini	
		Michael Grover	
		Adam Urbanek	
		Nihar Shah	
		Sean Kwon	
Senior Technical Specialist			\$25 - \$60
Technical Specialist		Algis Vasonis	\$15 - \$50
		Anthony Mamucod	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: I-15-4656 **Consultant:** Rubinos & Mesia Engineers, Inc

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

- B. ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

None

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) **\$ 7,055.50**

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department 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	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
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 and mapping	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>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

Contract No.: I-15-4656

Consultant: Rubinos & Mesia Engineers, Inc

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: See Below

Project Manager: See Below

Project Engineer: / Patrick Hodina PE

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: / Patrick Haavig PE

Project Structural Engineer: Thomas Harroun SE

Project Drainage Engineer: Matthew Whisler PE

Senior Engineer: _____

Others: Name: / Mohsen Farahany PE SE

Classification: Principal & Sr. Project Manager

Name: / Farhad Rezai, SE PE

Classification: Principal & QA/QC Manager

Name: / Babu Patel PE

Classification: Roadway QA/QC

Name: _____

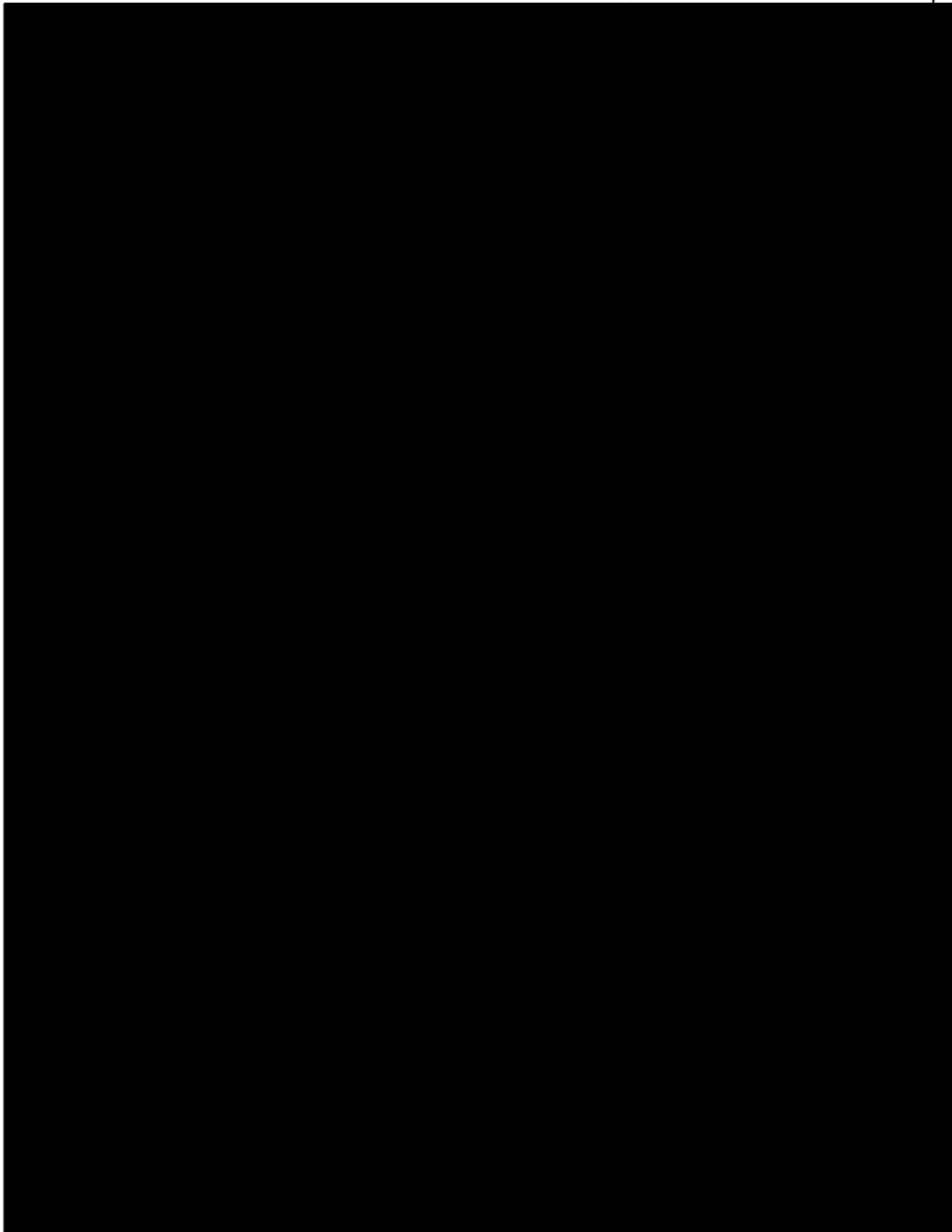
Classification: _____



Structural / Civil + Construction
Engineering / Engineering + Management

Patrick A. Hodina, PE
Project Engineer

R | M | E



Rutinos &
Mesa
Engineers, Inc.

Patrick A. Hodina, P.E.
Page 2 of 2

RME

Patrick E. Haavig, PE
Project Civil Engineer

RME

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



Thomas Harroun, SE, PE
Senior Structural Engineer

RME

Thomas Harroun, SE, PE
Page 2 of 2

R M E

Structural / Civil + Construction
Engineering / Engineering + Management

Matthew D. Whisler, PE
Project Drainage Engineer

RME

Rubins &
Mesa
Engineers, Inc.

Matthew D. Whisler, P.E.
Page 2 of 2



Structural / Civil + Construction
Engineering Engineering Management

Mohsen M. Farahany, SE, PE
Principal & Sr. Project Manager

RME

Rubino &
Mesa
Engineers, Inc.

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

R M E

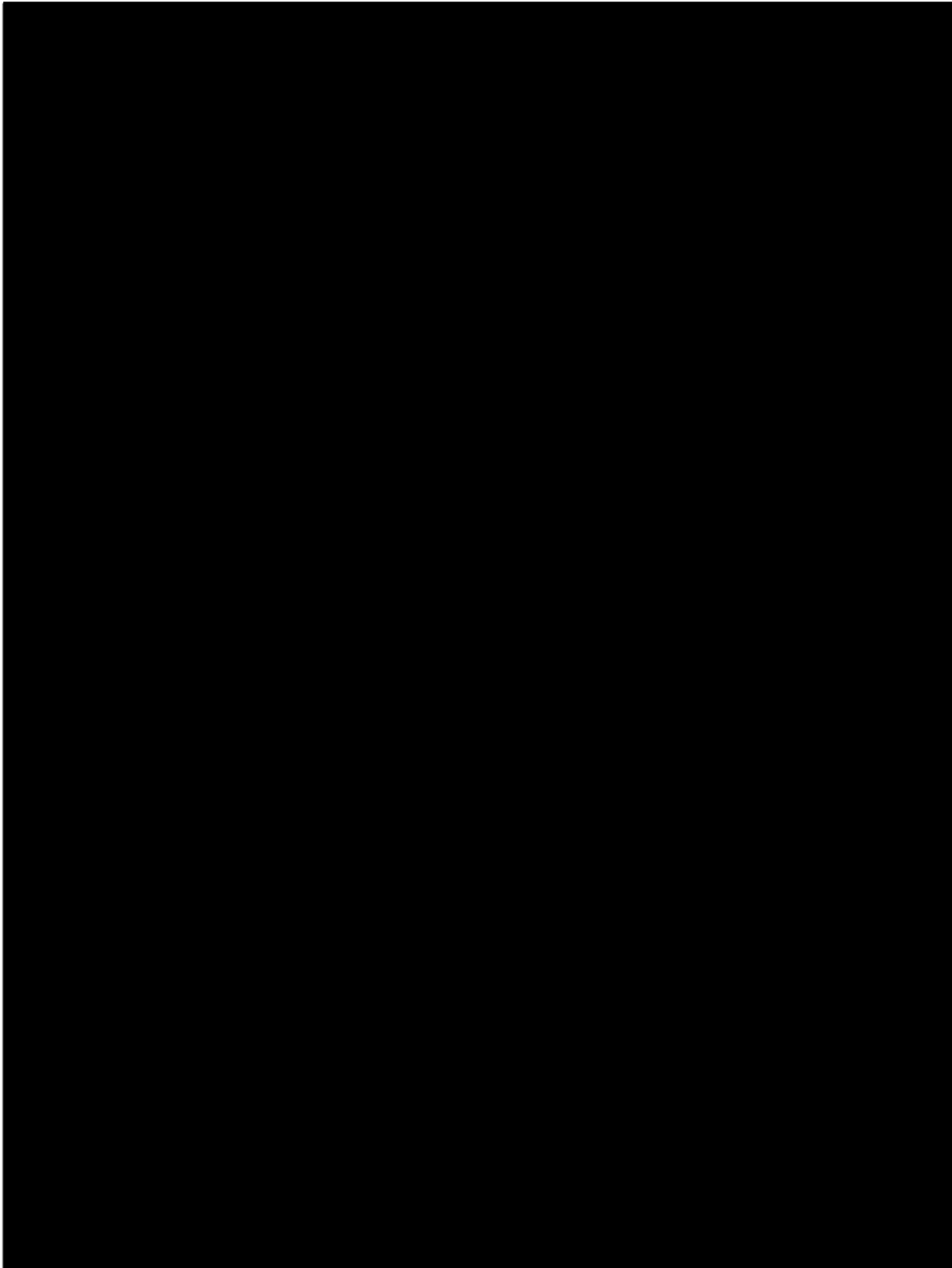
Structural / Civil + Construction
Engineering / Engineering + Management

Farhad Rezai, SE, PE
Principal & QA/QC Manager

R M E

Rubins &
Mesa
Engineers, Inc.

Farhad Rezai
Page 2 of 2



Structural / Civil + Construction
Engineering / Engineering + Management

Babu M. Patel, P.E.
Roadway QA/QC

R | M | E

Rubino &
Mesia
Engineers, Inc.

Babu M. Patel, PE
Page 2 of 2

RME

Contract No.: I-15-4656
Date: 12/28/2015

Consultant: Rubinos & Mesia Engineers, Inc.

EXHIBIT F
CONTRACT_I-15-4656
Rubinos & Mesia Engineers, Inc.
SCOPE OF SERVICES

PROJECT: Elgin O'Hare Western Access
COUNTY: Cook
TOLLWAY CONTRACT NO.: I-15-4656

RME - Rubinos & Mesia Engineers, Inc., as a sub-consultant to Benesch shall be responsible for multiple structural tasks for the subject project.
The structural design tasks are as follows:

1. Structural Design:

- 1) I-294 SB and NB over Grand Avenue. This is a total bridge reconstruction. The new bridge will be a single span, 120' long PPC or steel structure.
 - a. Perform inspection and prepare typical IDOT BCR
 - b. Type Study workshop participation
 - c. Type Size and Location Plans
 - d. Prefinal and final PS&E submittals
 - i. Package 1: Outside half of SB I-294
 - ii. Package 2: Inside half of SB I-294
 - iii. Package 3: All of NB I-294, built with staged construction.
- 2) Culvert Widening at 2044+30
 - a. Perform inspection and identify repair needs
 - a. Prefinal and final PS&E submittals
 - i. Package 1: Widen on the west side by 40'
 - ii. Package 2: Widen on the east side by 30'
- 3) Retaining Walls 422, 430, 431, 432 and 433
 - a. Type Study workshop participation
 - b. Prefinal and final PS&E submittals

2. Peer Review:

- 1) Peer review of mainline structures.

EXHIBIT G

Contract No. I-15-4656

Rubinos & Mesia Engineers, Inc

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
890-169	IDOT PM CREATE	\$300,000.00	\$130,000.00	On-hold
157-003	IDOT FAI-55 from I-90 to US 41, Bridge Replacement	\$1,330,000.00	\$80,000.00	8/1/2016
890-172	IDOT Phase I, II and III – 110 mph Track Survey / Design for Chicago to St. Louis High Speed Rail	\$1,279,000.00	\$280,000.00	On-hold
174-008	IDOT FAP 344 (IL 83), at IL 171 (Archer Ave.) South Junction	\$199,000.00	\$97,000.00	4/1/2016
CDOT	Chicago Halsted and Chicago River Phase II	\$260,000.00	\$260,000.00	12/1/2016
14-1 Item 18	Tollway I-90 and System wide, Design Services Upon Request	\$3,000,000.00	\$1,200,000.00	12/1/2017
14-1 Item 10	Tollway I-88, Roadway Resurfacing, US Route 30 to US 52	\$230,000.00	\$230,000.00	12/1/2018

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-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-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: CH2M HILL, Inc.

Contract Number: I-15-4656

Proposal Date: 5/31/2016

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: I-15-4656 Consultant: CH2M HILL, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept														
Design Package 1														
Design Package 2														
Design Package 3														
Design Package 4	400	400	400	400	321									1921
TOTALS	400	400	400	400	321									1921

Contract No.: I-15-4656 Consultant: CH2M HILL, Inc.

Date: 5/31/2016

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 33 No. OF MONTHS
 SCHEDULED START DATE: 9/1/2016
 RAISE DATE: 4/1/2017
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

9/1/2016	-	3/31/2017	7.0	33.0	21.21%	Factor First Period
4/1/2017	-	3/31/2018	12.0	33.0	37.45%	Escalation Factor Second Period
4/1/2018	-	3/31/2019	12.0	33.0	38.58%	Escalation Factor Third Period
4/1/2019	-	5/31/2019	2.0	33.0	6.62%	Escalation Factor Fourth Period
	-			33.0		Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

	-					Escalation Factor Sixth Period
	-					Escalation Factor Seventh Period
	-					Escalation Factor Eighth Period
	-					Escalation Factor Ninth Period
	-					Escalation Factor Tenth Period

The escalation factor for this project is: 103.87%

Contract No.: I-15-4656

Consultant: CH2M HILL, Inc.

Date: 5/31/2016

Escalation Factor: 103.87%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated Work Hours:		Total Overtime Premium:	Escalated Average Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
							Total Estimated Work Hours:	Total Overtime Premium:			
No	Principal	\$50.00	\$70.00		\$0.00		39,787.00	0.00	\$0.00		
No	Project Manager	\$40.00	\$70.00		\$0.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$63.99	\$66.46	7,913.00					
No	Resident Engineer	\$40.00	\$70.00		\$0.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$47.30	\$49.13	20,651.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$32.68	\$33.94	9,346.00					
No	Engineer /Accountant	\$20.00	\$60.00		\$0.00						
No	Senior Technical Specialist	\$25.00	\$60.00		\$0.00						
No	Technical Specialist	\$15.00	\$50.00		\$0.00						
No	Architect	\$30.00	\$70.00		\$0.00						
No	Realty Specialists	\$20.00	\$70.00		\$0.00						
No	Intern	\$8.25	\$20.00		\$0.00						
No	Admin/Clerical	\$8.25	\$40.00	\$26.42	\$27.44	1,877.00					
							Total Estimated Work Hours:	39,787.00			
							Average Hourly Rate:	\$47.99			
							Total Direct Labor	\$1,909,378.13			
							Total Estimated O/T Hours:	0.00			
							Average Premium O/T Hourly Rate:	\$0.00			
							Total Overtime Premium:	\$0.00			

EXHIBIT "1"

Contract No.: I-15-4656

Consultant: CH2M HILL, Inc.

Date: 5/31/2016

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Senior Engineer/Planner	Vice President	Pilecky, Lidia	\$40 - \$70
	Engineer 7	Chanowitz, Aaron	
	Engineer 6	Mockenhaupt, Keith	
	Project Manager 3	Lynch, Steven (Steve)	
	Senior Planner	Klatt, David (Dave)	
	Engineer 5	Gavin, Matthew (Matt)	
	Engineer 7	Melnik, Dmitry	
Project Engineer/Planner	Engineer 4	Shah, Manisha	\$25 - \$60
	Engineer 4	Kukadia, Sarah	
	Project Manager 2	Weaver, Charles (Jake)	
	Engineer 4	Patel, Dipak	
	Technician 6	Santiago, Antonio, (Tony)	
	Technician 6	Spivey, Garry	
Staff Engineer/Planner	Engineer 4	Ostermann, Benjamin (Ben)	\$20 - \$40
	Engineer 1	Mapp, Jamie	
	Engineer 4	Leska, Katherine (Katie)	
	Technician 4	Kujawa, Conrad	
Admin/Clerical	Office	Belvisi, Rebecca (Becky)	\$8.25 - \$40
	Office	Schmitt, Gail	

Contract No.: I-15-4656 Consultant: CH2M HILL, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 43,741.24

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department 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	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
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 and mapping	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>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

Contract No.: I-15-4656

Consultant: CH2M HILL, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Lynch, Steven (Steve)

Project Engineer: Kukadia, Sarah

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: Mockenhaupt, Keith

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Gavin, Matthew (Matt)

Classification: Senior Engineer

Name: Frantz, Jeffrey

Classification: Environmental Studies and Documentation

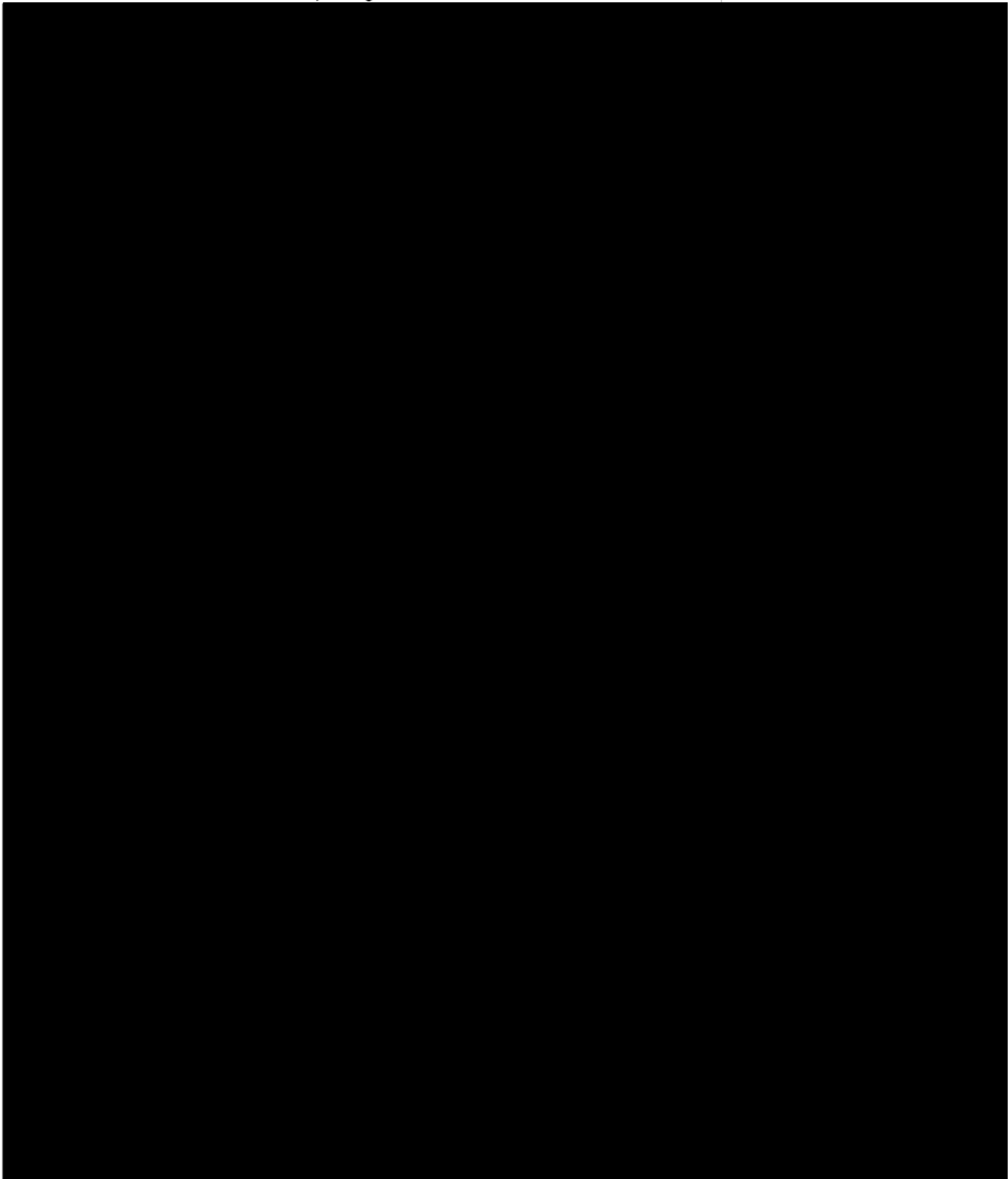
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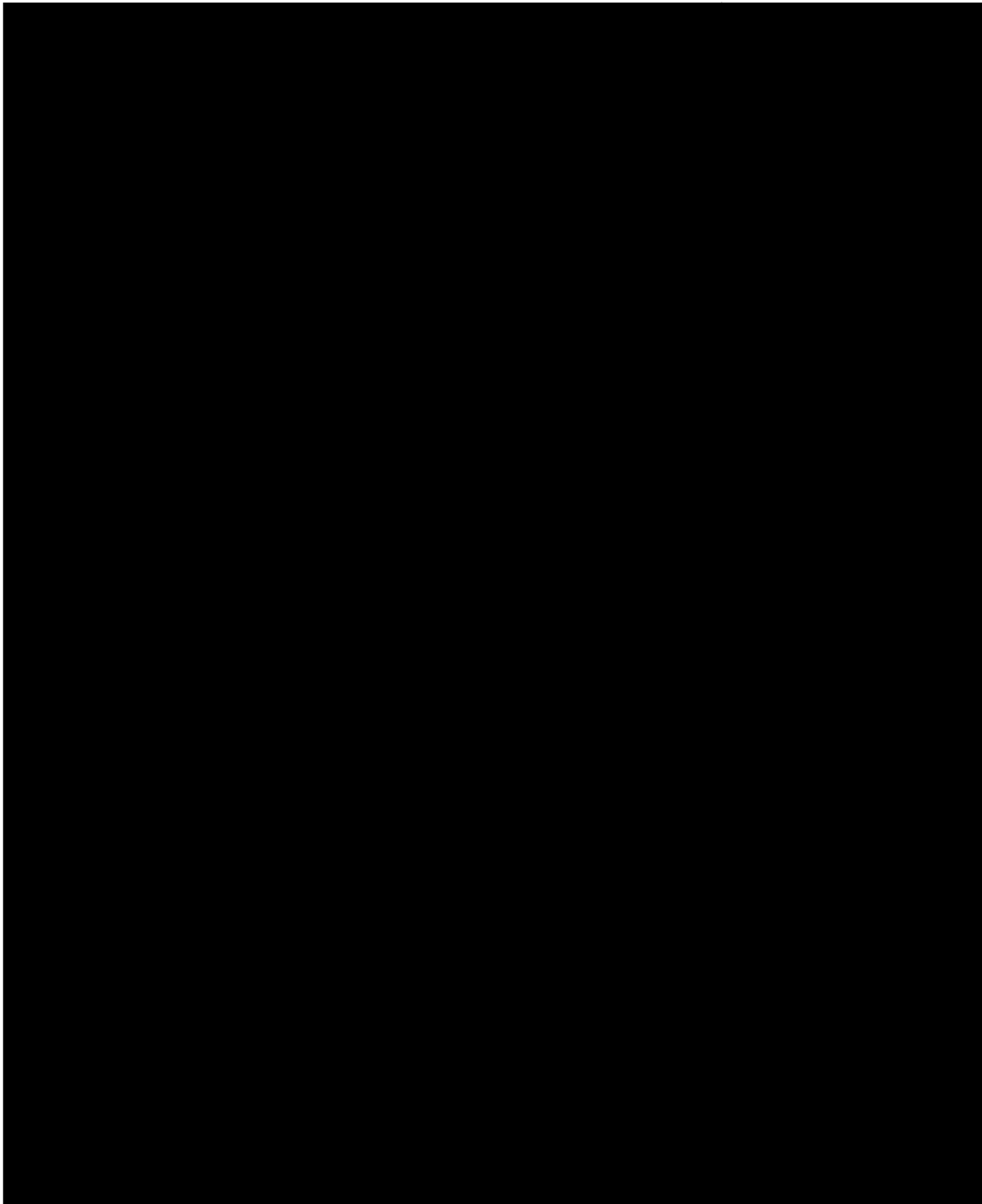
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Name: _____

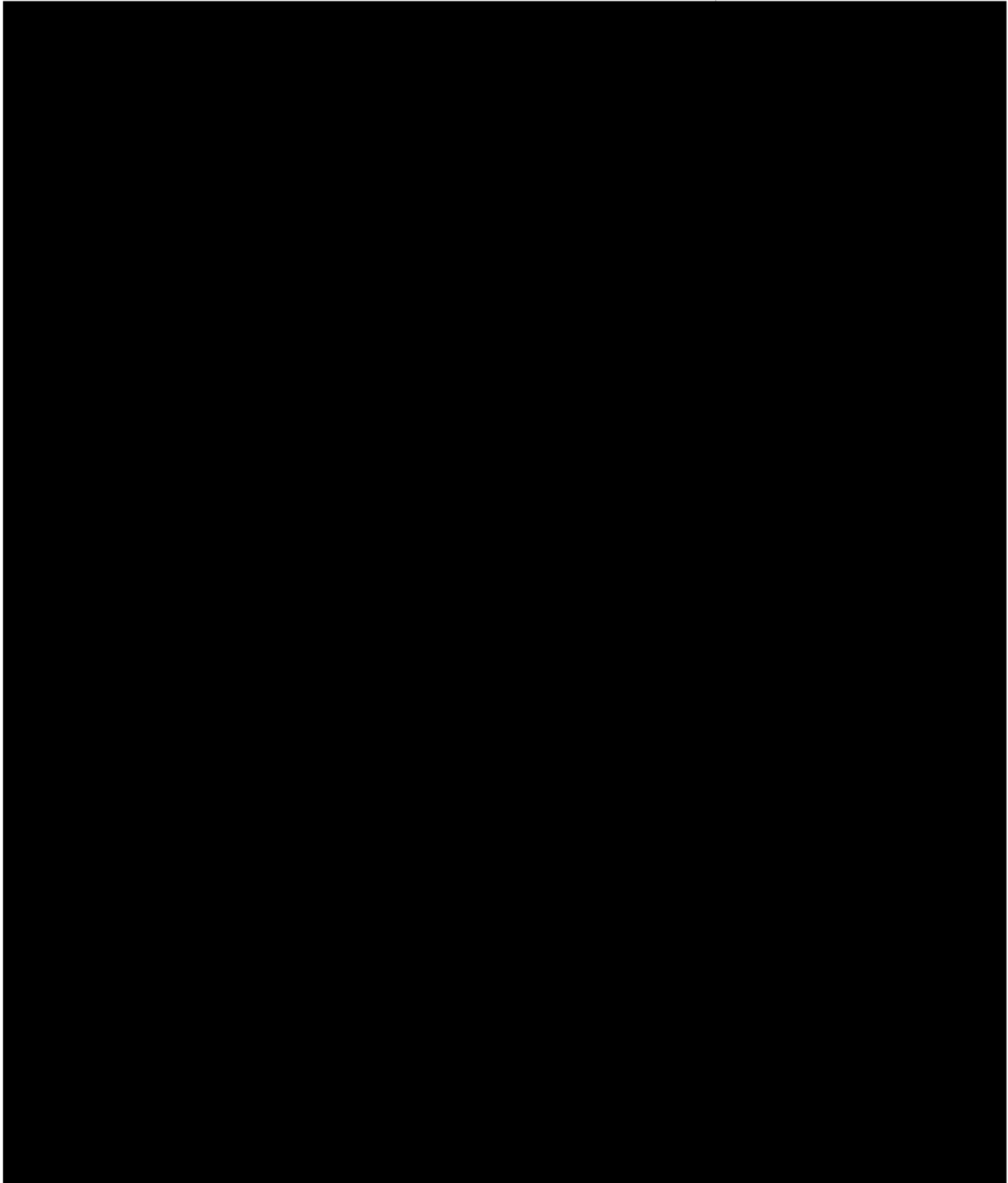
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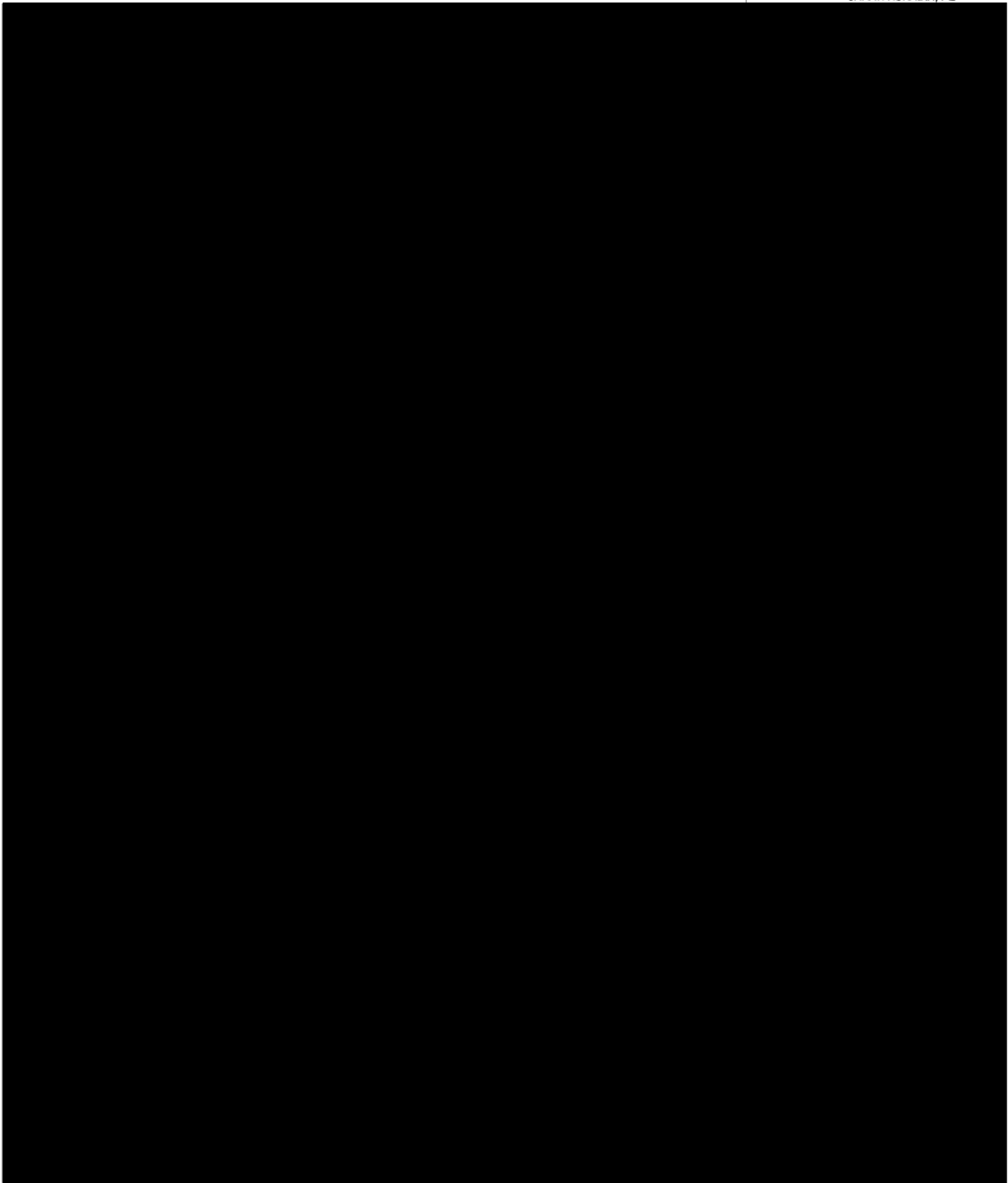
Steven Lynch, PE
Engineer – Phase I/II Roadway Design



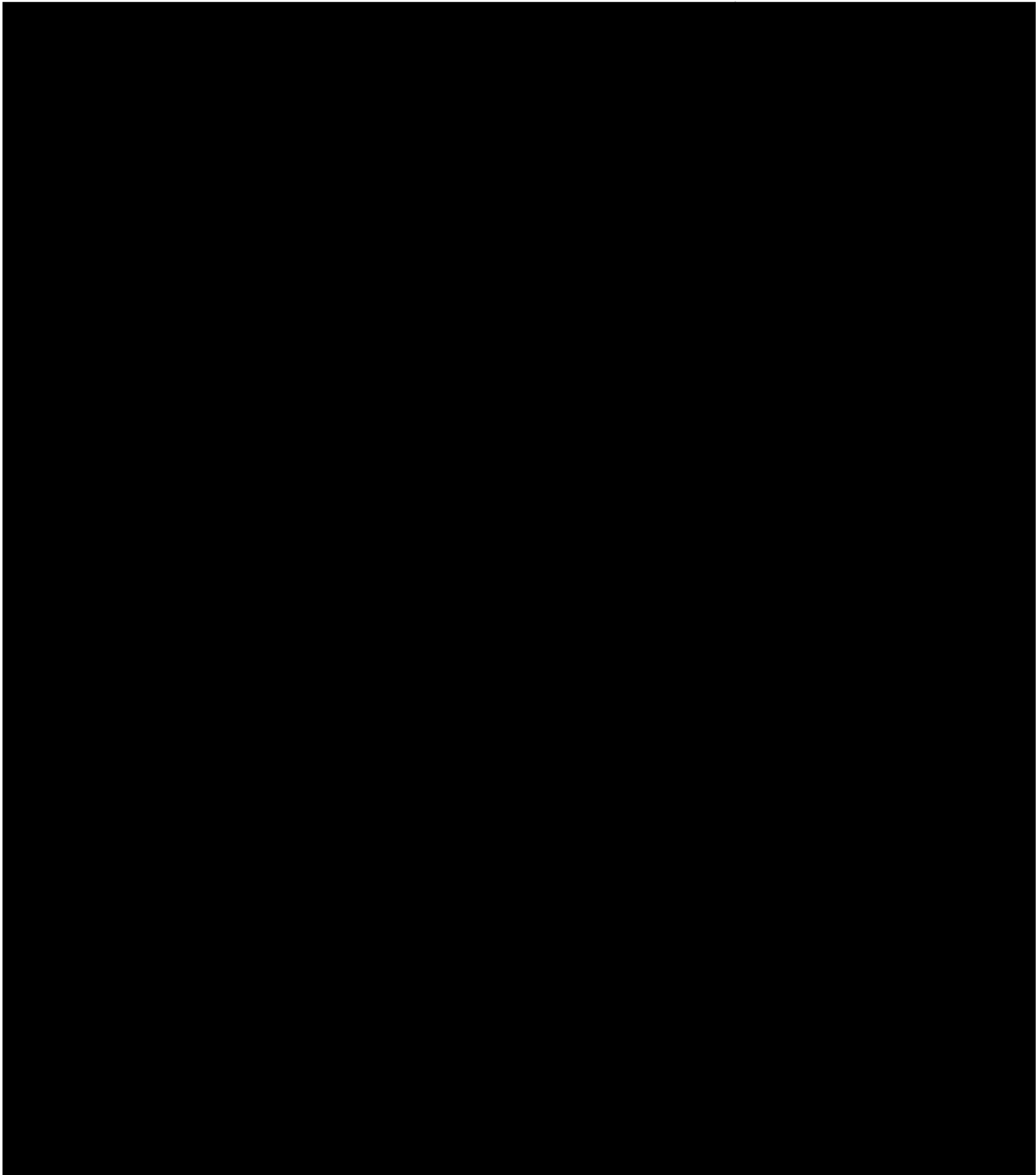


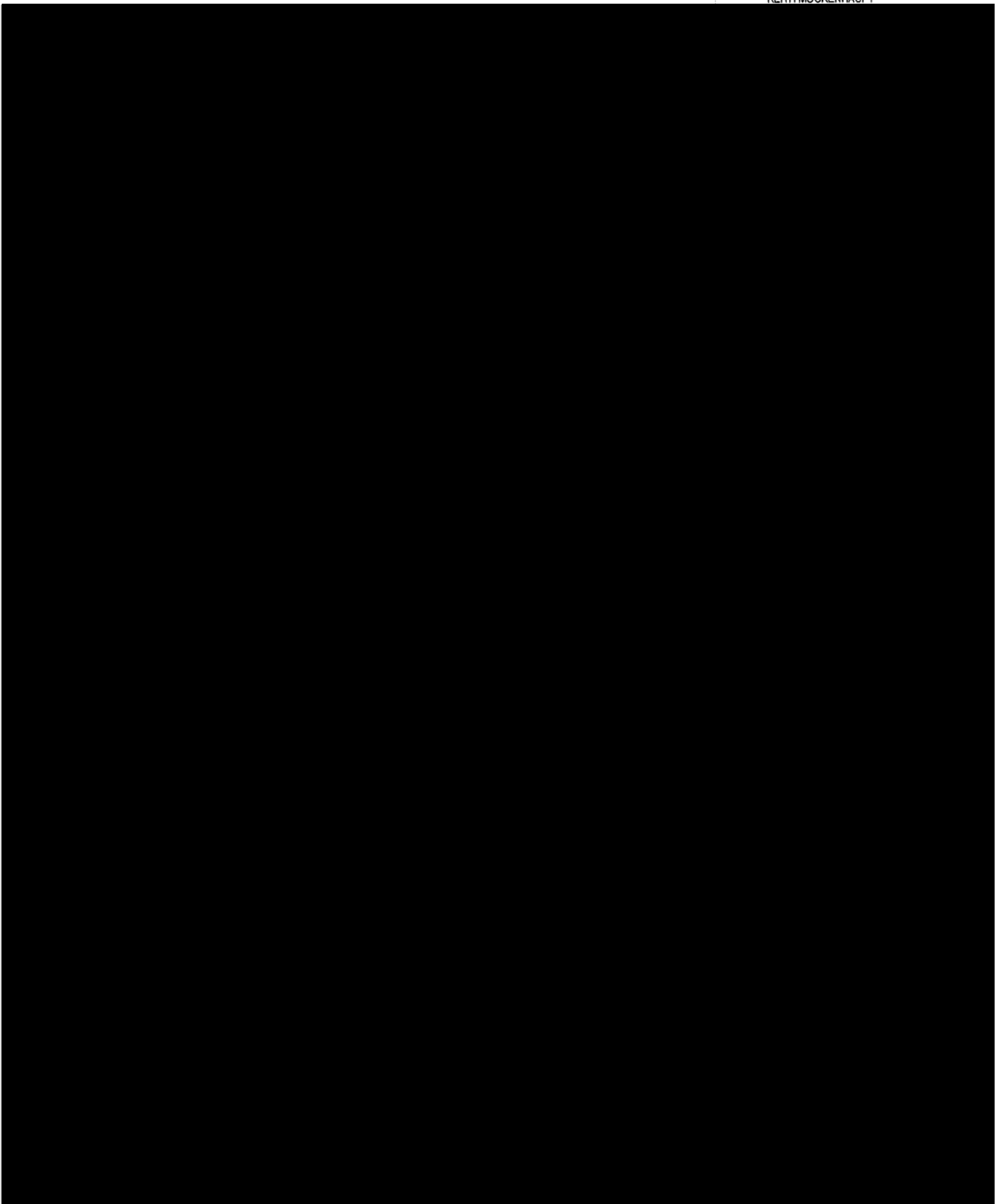
Sarah Kukadia, PE
Transportation Engineer/Utilities

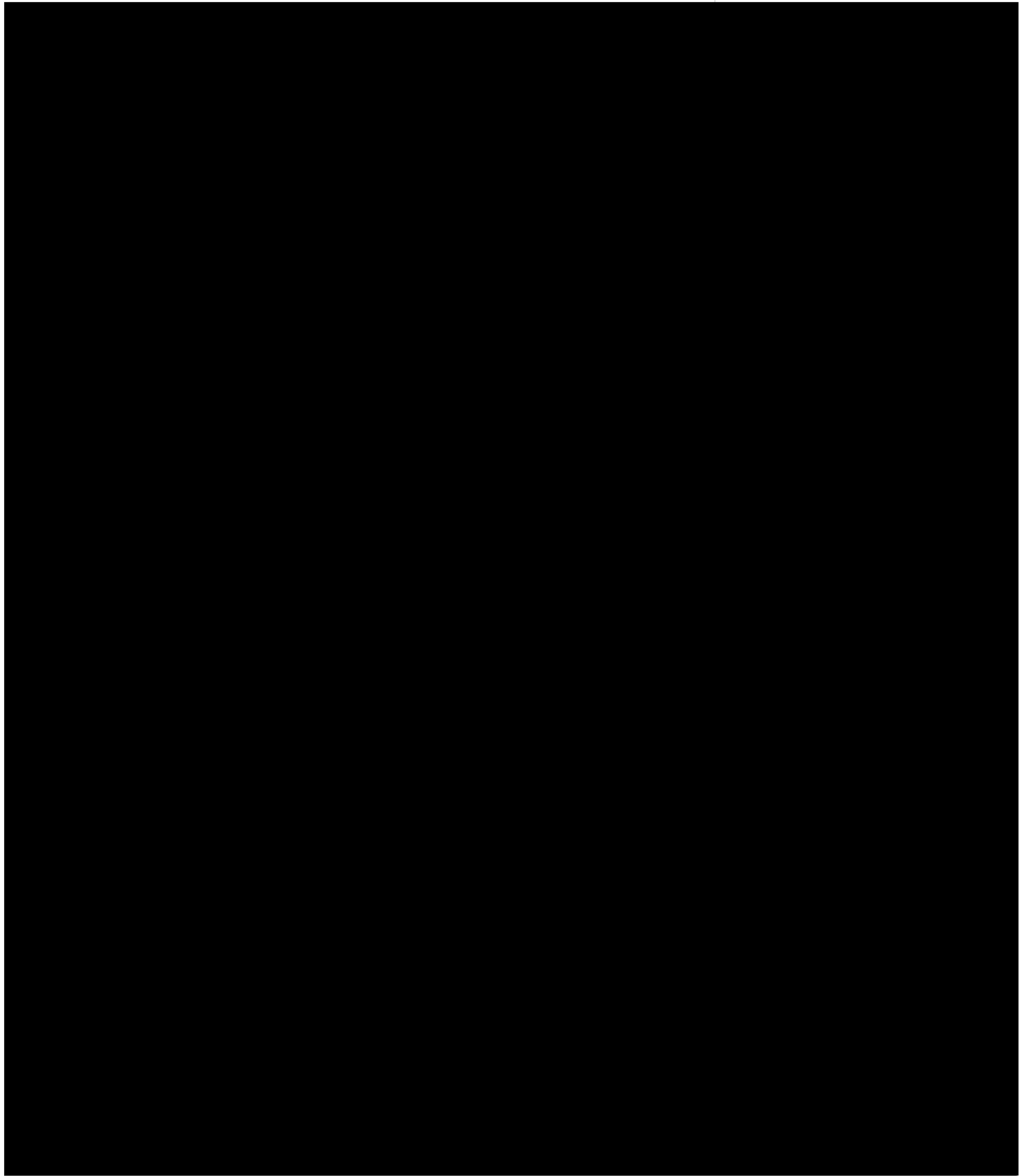




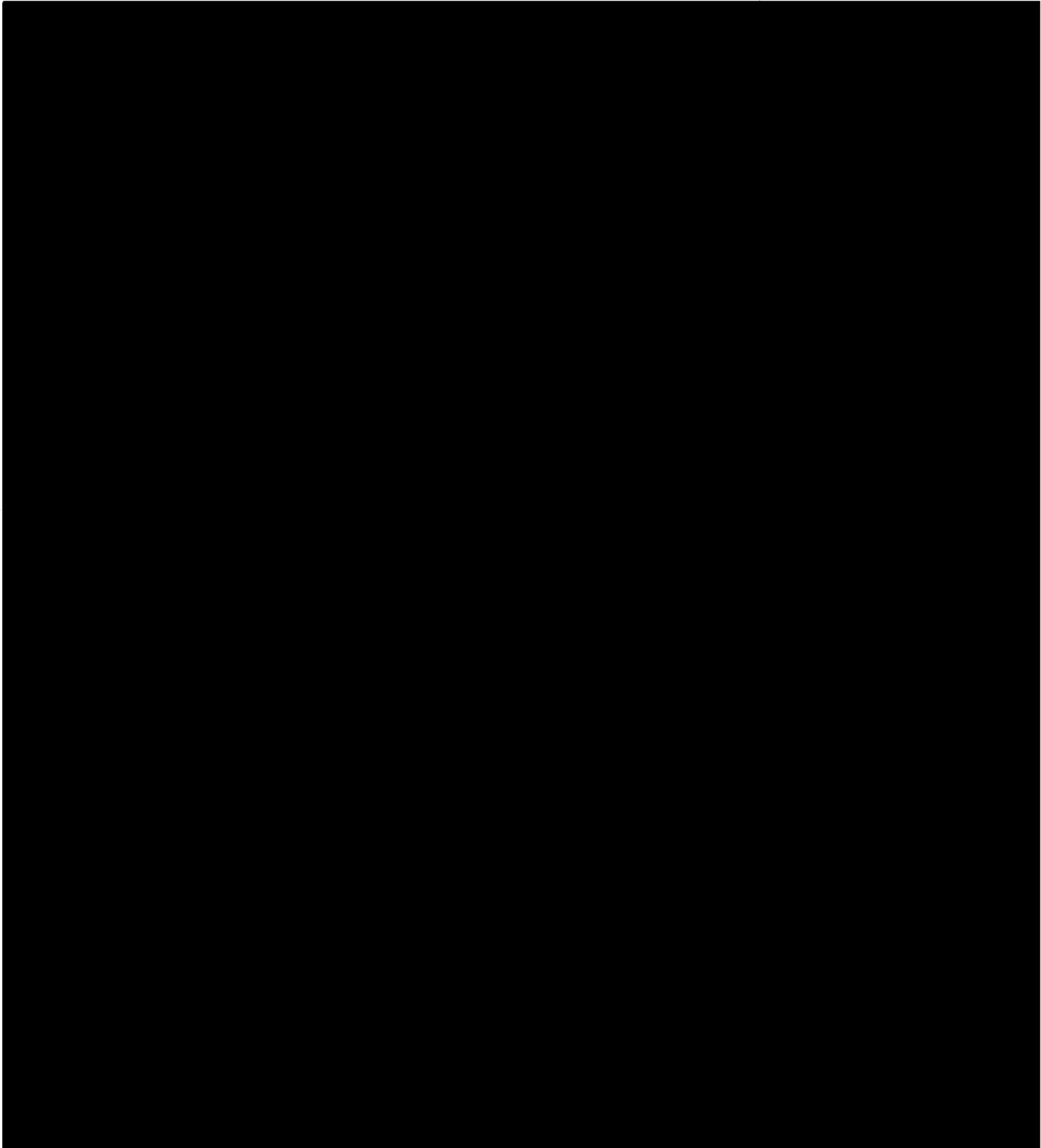
Keith Mockenhaupt, SE, PE
Senior Engineer – Structures





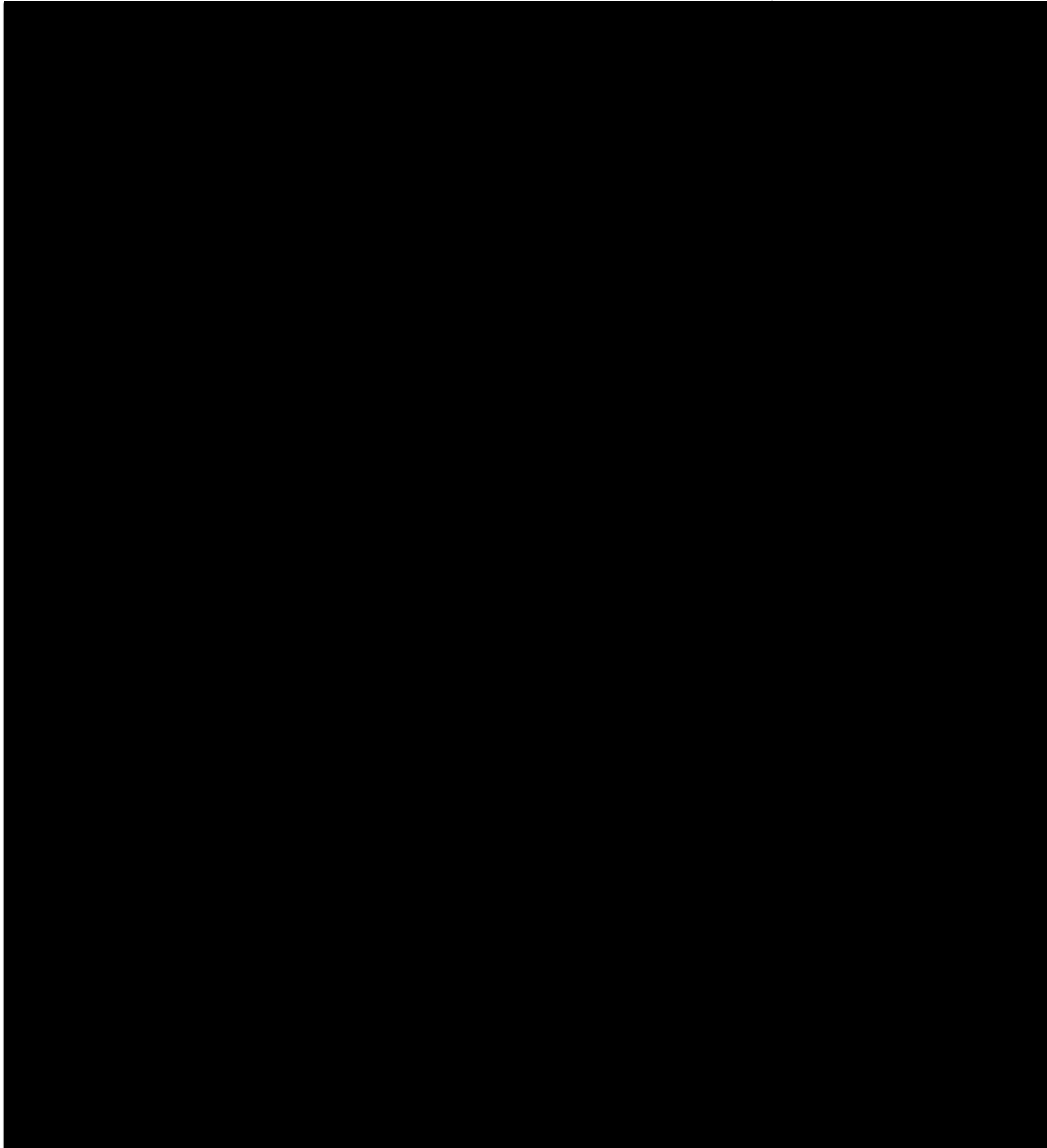


Matthew Gavin, PE
Geotechnical Engineer



Jeffrey Frantz

Senior Consultant – Director, Environmental Studies and Documentation



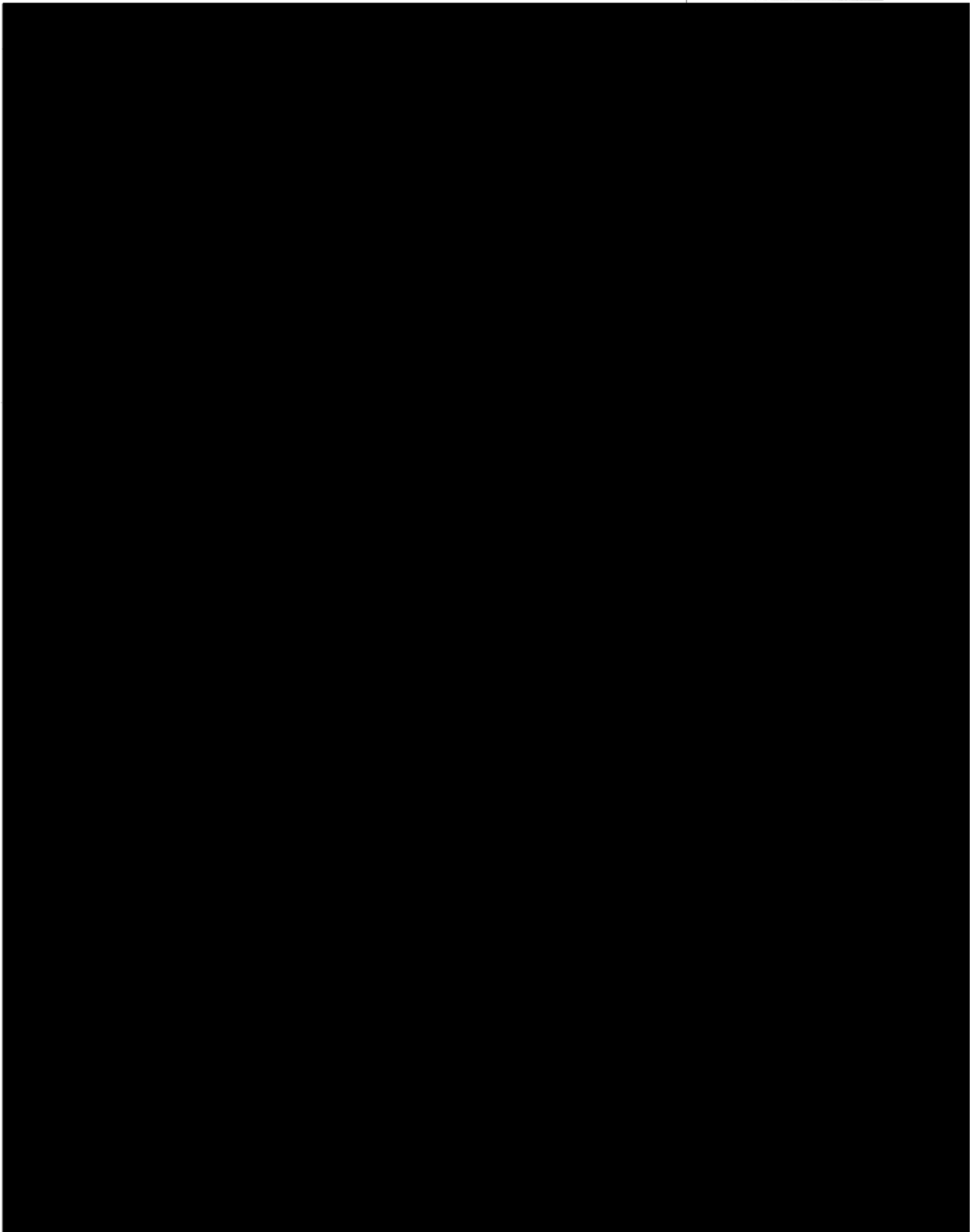


Exhibit F
CH2M HILL, Inc.
Scope of Work

**Elgin O'Hare Western Access
West Bypass from Franklin Avenue to the Tri-State and Tri-State from
North Avenue to Wolf Road**

Contract No. I-15-4656

Illinois State Toll Highway Authority (Tollway)

I. PROJECT DESCRIPTION

This project is to provide design section engineering (DSE) services for preparation of contract plans and specifications and project related permits for the proposed construction of the West Bypass from Franklin Avenue to the Tri-State and along the Tri-State from North Avenue to Wolf Road, located in Cook County, Illinois. Design scope includes new mainline, directional ramps and local roadways. Structural elements include one culvert, five mainline bridges, two directional ramp bridges and multiple retaining walls:

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-13-4656

The Design Section Engineer's (DSE) services under Contract I-13-4656 shall consist of the preparation of contract plans and specifications for the above described project as per the requirements of the Tollway's Design Section Engineer's Manual, dated March 2015, as amended by the Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Tollway jurisdiction. The design criteria and policies, materials and construction requirements of the Illinois Department of Transportation or other applicable local agency criteria shall apply outside the Tollway jurisdiction area.

The Illinois Department of Transportation (IDOT) has advanced the EOWA project through the planning stage. The planning stage of the project is being completed under a separate contract in two parts, or "tiers." Tier One was completed in June 2010 with the signing of the Record of Decision (ROD). The Tier One planning process, which included the preparation of a Tier One Environmental Impact Statement (EIS), defined an overall preferred multi-modal transportation plan for the study area, essentially identifying the type and location of the proposed improvements, at a conceptual level of detail. The Tollway joined the IDOT during Tier Two of the planning stage as a Joint Lead Agency along with the Federal Highway Administration (FHWA) and Federal Aviation Administration. During Tier Two, IDOT and the Tollway are conducting more detailed environmental and engineering studies for the roadway, transit and bike/pedestrian corridors proposed for improvement. The Tier Two EIS identifies environmental impacts and proposed mitigation based on the refined preliminary design features. The Tier Two Draft EIS was completed in the spring of 2012, followed by the Tier Two Final EIS in late 2012. In addition to the Phase I studies, Tollway Contract I-11-4014 will provide Design Corridor Management (DCM) services for the EOWA project. As part of the Phase I engineering studies being performed by IDOT and as part of the Tollway Contract I-11-4014, the following deliverables will be provided to the Contract I-13-4656 DSE:

1. Tier One Environmental Impact Statement.
2. Tier Two Environmental Impact Statement.
3. Combined Design Report.
4. Technical Memoranda and Studies including Interchange Type Studies, Grade Separation memo and Bicycle/Pedestrian Accommodations memo).

5. Existing and Proposed Drainage Plans.
6. Hydraulic Reports for all Waterway crossings within the project limits.
7. Master Plan Report and Plans.
8. Concept Design Report and Plans for EOWA Project D1.
9. Structure sketches for proposed new bridges and retaining walls within the project limits.
10. The DCM will provide preliminary right-of-way requirements and associated cost analyses for the project.
11. Tri-State Corridor Planning Studies and the EOWA DCM Tri-State Feasibility Study.

More specifically, the project improvements require design tasks for which design services shall be provided by the DSE to include the following:

A. **MASTER PLAN AND CONCEPT DESIGN REQUIREMENTS**

CH2M will be responsible for reviewing the Phase I Engineering documents completed to date as referenced above. Concept design requirements will include varying scopes by project segment. For the purposes of defining concept requirements, these project segments will be referenced as the "Tri-State Corridor" and the "EOWA Corridor". Limits of the Tri-State Corridor are defined as from approximate Station 1950+00 to Station 2100+00 along the existing Tri-State centerline. Limits of the EOWA Corridor include Ramps S1 and S2, the Western Bypass north of the Tri-State and Ramps T1 and T2 to the intersection with Franklin Avenue.

EOWA Corridor (Concept Verification)

Along the EOWA Corridor segment of Contract 4656, the CH2M (DSE) concept verification shall include the following:

1. Assistance with Project scope.
2. Assistance with Project schedule. The DSE shall assist with recommendations as to the construction schedule for proposed construction contract packages within the contract limits.
3. Review of utility coordination and utilities studies performed to date, perform a field review and submit Notice of Interference forms. The DSE is responsible for Utility Coordination in accordance with the DSE Manual.

4. Review of Phase I environmental documents (including Tier Two EIS) to confirm potential issues related to biological, cultural, noise, air, hazardous/special waste, pedestrian/bike accommodations, land use, zoning, etc.

Tri-State Corridor (Conceptual Design and Verification)

Along the Tri-State Corridor segment of Contract 4656, CH2M (DSE) shall complete Concept Design tasks to complete Concept Design Phase. The DSE Concept Design will include the following:

1. Roadway Design:
 - a. The design criteria, typical sections and horizontal alignment will be provided to the DSE as part of the EOWA DCM Tri-State Feasibility Study and verified as part of the Conceptual Design Study.
 - b. It is assumed the existing pavement will be reconstruction using a proposed pavement design provided by the Tollway.
 - c. Vertical alignment will be evaluated.
 - d. Right-of-Way requirements will be determined.
2. Interchanges:
 - a. Existing interchange configuration, traffic demand and capacity analysis information will be provided to the DSE as part of the EOWA D1 Concept Design and EOWA DCM Tri-State Feasibility Study.
 - b. Horizontal and vertical geometry at the interchange with the Western Bypass/Tri-State will be verified based on Tri-State alignment modifications determined during the EOWA DCM Tri-State Feasibility Study.
 - c. Right-of-Way requirements will be determined.
3. Drainage:
 - a. The concept drainage design will be evaluated by others.
4. Maintenance of Traffic:
 - a. The concept maintenance of traffic design will be evaluated along the Tri-State from North Avenue to Wolf Road. See Design Section Engineer's Manual for additional information.
5. Structural:
 - a. Bridges:
 - i. Bridges included in this study area along the Tri-State included Tri-State over North Avenue. See Design Section Engineer's Manual for additional information.

- b. Box Culverts:
 - i. The box culvert in this study area along the Tri-State will be evaluated by others.
 - c. Retaining Walls:
 - i. The concept retaining walls will be evaluated along the Tri-State at North Avenue only. All other retaining walls will be evaluated by others. See Design Section Engineer's Manual for additional information.
6. Architectural (Buildings), Electrical (Buildings) and Mechanical (Buildings) will be evaluated by others.
 7. Utility Interferences and Utility Services:
 - a. The concept utility impacts will be evaluated along the Tri-State from North Avenue to Wolf Road. See Design Section Engineer's Manual for additional information.
 8. Signing and Pavement Marking Design will be evaluated by others.
 9. Roadway Lighting Design will be evaluated by others.
 10. ITS Design will be evaluated by others.
 11. Roadway Safety will be evaluated by others.
 12. Landscaping and Erosion Control will be evaluated by others.
 13. Sustainability:
 - a. The concept INVEST design evaluation will be conducted along the Tri-State. See Design Section Engineer's Manual for additional information.
- B. PRELIMINARY AND FINAL DESIGN ENGINEERING

The scope of work includes providing DSE Services for preliminary and final design engineering plans and preparation of project related permits for the West Bypass from Franklin Avenue to the Tri-State and along the Tri-State from North Avenue to Wolf Road in accordance with the Tollway's Design Section Engineer's Manual, dated March 2015, as amended by the Tollway, and as otherwise noted below, to include the following:

1. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

During this phase, CH2M (DSE) shall perform designs and prepare contract plans and documents for implementation of project improvements to include, but not be limited to, the following:

- a. General Plan sheets. This included the following: Cover Sheet, Index of Drawings, Index of Standards, General Notes, Summary and Schedule of Quantities, Alignment, Ties and Benchmarks and Typical Sections.
- b. Mainline roadway, ramp and local road plans. This included the following: Removal Plan, Roadway Plan & Profile Plans, Roadway Details and Pavement Elevation & Jointing Plans.
- c. Provide maintenance of traffic plans and Progress Schedule as preliminarily defined in the Concept Design report.
- d. Provide erosion control plans for all major construction stages.
- e. Provide grading plans.
- f. Provide retaining walls plans at SB North Avenue as preliminarily defined in the Concept Design report.
- g. Provide structure plans at SB North Avenue as preliminarily defined in the Type Studies developed in the Concept Design Phase.
- h. Assist in coordination with the Illinois Tollway and DCM with regard to environmental issues including, but not limited to ACOE, IEPA, NPDES, IDNR-OWR. The following tasks have been or will be completed and will be contained in the Concept design: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, tree transect survey, Special Waste Assessment, and Noise Analysis. The permit application shall be prepared by the DCM for submittal by the Tollway. The Illinois Tollway will submit one comprehensive joint permit application for the EOWA project. The DCM will prepare a comprehensive inventory of required permits for the overall EOWA project, secure select permits and approvals (including FAA approval and 404/401 permits), and support coordination of other required permits to be secured by the DSE. Required permit submittals for the project include, but are not limited to: approval from Federal Aviation Administration; permits from the U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, U.S. Fish and Wildlife, Metropolitan Water Reclamation District, IDOT, Local Agencies, Local Soil and Water Conservation Districts, Local Forest Preserve Districts, Railroads, etc. The DSE will review and confirm the overall permits inventory as identified by the DCM. The DCM will meet with the various agencies to determine requirements. The DCM will develop and be responsible for securing the overall 404/401 permit for the EOWA project and preparing the application and submittal documents, including but not limited to resource impact identification, environmental resource technical reports, contract plans, drainage calculations, erosion and sediment

control plans, utility relocation requirements, etc. The DSE will support the DCM in securing other required construction permits in conformance with the established schedule, including preparation of permits not being prepared by the DCM. The DCM will ensure that permits are acquired and consistent with construction schedules and DSE submittals. The DSE will be required to furnish plans, calculations, etc. as required for permit submittals. The DSE shall coordinate permit requirements with the DCM throughout the design phase. The DSE shall be responsible for ensuring that permit submittals and approvals are consistent with contract schedules.

- i. Protection and/or relocation of utilities. Municipal utility relocation plans will be provided by others.
- j. Geotechnical Investigations as stated in section E. Geotechnical.
- k. Preparation of preliminary, pre-final and final contract documents, special provisions, design and quantity calculations and construction schedule to be reviewed by the Tollway. Plans should be prepared as specified in accordance with Tollway's Design Section Engineer's Manual, dated March 2015, as amended by the Tollway. In addition to the Illinois Tollway, plans and contract documents will be submitted for review to involved federal, state and local agencies including, but may not be limited to IDOT, DuPage County, Federal Aviation Administration (FAA), Chicago Department of Aviation (CDA), City of Chicago, Village of Bensenville, Canadian Pacific Railway, Union Pacific Railway, RTA and Metra Rail.
- l. Coordinate with other DSEs and the DCM as often as required to insure the final contract documents of all contracts relating to the limits are coordinated. The DSE shall be responsible for coordinating with the DCM to ensure that design submittals are consistent with other corridor submittals.
- m. Coordinating designs with the DCM and Tollway User Departments, including but not limited to, Toll Services, Traffic Operations, Maintenance and Business Systems.
- n. Utilize established tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
- o. Coordinate with the Tollway Project Manager and DCM on sending individual letters to state, municipal, township, county and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under Tollway consideration and comment on community issues of concern or support.

- p. Coordinate with the Tollway Project Manager, and the Tollway's Planning Division, and the DCM on meeting with individual property owners, neighborhood groups and their local officials as required to address their questions or concerns regarding indirect project impacts.
- q. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.
- r. Submittal of documents required during contract advertisement and as required for contract addenda in accordance with the DSE Manual. The DSE shall coordinate with the DCM and Tollway as necessary.

C. ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts. Precautions should be taken to limit wetland impacts to those presented in the Section 404 permit application resulting from Phase 1 studies. CH2M (DSE) shall coordinate with the DCM as design changes result in an increase in impacts or an impact to a new wetland, the DCM should be notified immediately, as coordination with regulatory resource agencies is required.
2. Completion of a two-part Environmental Studies Inventory Sheet (ESIS). Part I shall be submitted no more than four weeks following notice to proceed. Part II shall be submitted with preliminary plans.
3. Complete the NPDES Notice of intent form(s).
4. Coordinate with the DCM to aid in completing FAA 7460 permitting.
5. Complete remediation plans for locations identified in the ESA provided by others.

D. UTILITIES

1. Verify location of existing communications cables and utilities with respect to the proposed improvements. This work includes identifying and conveying advanced utility ROW needs to the DCM.
2. Utilities coordination shall be performed in accordance with the DSE Manual, specifically with requirements of Subsection 4.5.15 and Section 6.
3. Coordinate with utility companies and with the DCM throughout the design phase. CH2M (DSE) shall be responsible for ensuring that utility relocation activities are consistent with contract design and schedule. The DSE shall submit Notices of Interference (NOI) to the Tollway for any utility suspected to be in conflict with the proposed work.

4. Complete utility plans and utility relocation matrix for inclusion in the contract plans. The matrix and plans will summarize the utility presence within the contract limits, contact personnel and general location of each utility's facility. This task does included completing municipal utility plans.

E. GEOTECHNICAL

1. Prepare Structural Geotechnical Reports (SGR) as described in the Tollway SGR procedure. The SGR contains geotechnical recommendations for the following locations:
 - Structural Geotechnical Report (SGR) for Retaining Wall R-413 (Limited field work is included with this SGR).
 - Structural Geotechnical Report (SGR) for Retaining Wall R-414 (Limited field work is included with this SGR).
 - Structural Geotechnical Report (SGR) for Retaining Walls around north and south abutments of North Ave structures.
 - Structural Geotechnical Report (SGR) for North Ave and Grand Avenue Structures (Limited field work is included with this SGR).
2. Provide a Roadway Geotechnical Report (RGR) that summarizes the exploration and studies of the general soil conditions along the Tri-State only.
3. All Drilling and Testing will be provided by others.

III. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

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

1. Items identified in Section II.
2. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Tollway's website at www.illinoisvirtualltollway.com.
3. Available structural inspection reports from current jurisdictional agencies of existing bridges within the project limits.
4. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
5. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Design Manual can be obtained from the Tollway's website at www.illinoistollway.com.
6. Copy of Illinois Tollway Railroad agreements (as required).
7. Copy of Bridge Condition Reports (as required).
8. Maintenance Section Reports (as required).
9. All other reports and engineering submittals performed to date (as required).

EXHIBIT G

Contract No. I-15-4656

CH2M HILL, 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
PTB 159-6	US 30 Phase 1 Study	\$439,357.00	\$150,000.00	12/31/2017
PTB 175-02	District 1 Var/Var PM	\$1,800,000.00	\$1,150,000.00	8/12/2025
PTB 156-42	US 50 Phase 1 Study	\$827,321.00	\$400,000.00	11/30/2016
PTB 156-3	District 1 Var/Var PM	\$2,729,028.00	\$10,000.00	3/9/2016
PTB 154-58	IL 13 Final Design	\$2,597,345.00	\$2,000.00	12/31/2016
PTB 160-19	District 8 Var/Var	\$1,000,000.00	\$375,000.00	6/1/2017
PTB 170-21	Various IL Safety Program Analysis & Technical Support	\$12,000,000.00	\$6,400,000.00	7/2/2020
PSB 14-01	Elgin O'Hare Western Access Tollway Construction Support Phase	\$70,000.00	\$0.00	8/31/2017
PSB 12-5	Elgin O'Hare Western Access, Tollway CCM	\$267,662.00	\$20,000.00	4/30/2017
PSB 11-3	Elgin O'Hare Western Bypass Tollway, Design Corridor Manager	\$103,839,394.00	\$18,757,000.00	12/31/2018
Various	Kane County Impact Fee	\$172,155.00	\$111,185.00	5/1/2017
Various	Kane County 2040 Plan	\$299,781.00	\$142,000.00	5/1/2017

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-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-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

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

Contract Number: I-15-4656

Proposal Date: 5/31/2016

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: I-15-4656

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

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Concept	29	29	29										87
Design Package 1				10	10	14	15	15	15	15	15	15	124
Design Package 2				180	180	180	180	180	180	180	180	180	1620
Design Package 3													
Design Package 4													
TOTALS	29	29	29	190	190	194	195	195	195	195	195	195	1831

Contract Number: I-15-4656

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

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec						
Concept																		
Design Package 1	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	120
Design Package 2																		
Design Package 3	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	2160
Design Package 4																		
TOTALS	190	190	190	190	190	190	190	190	190	190	190	190	190	190	190	190	190	2280

Contract Number: 1-15-4656 Consultant: Juneau Associates, Inc., P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept															
Design Package 1															
Design Package 2															
Design Package 3															
Design Package 4	20	20	20	20	20										100
TOTALS	20	20	20	20	20										100

Contract No.: I-15-4656 Consultant: Juneau Associates, Inc., P.C.

Date: 5/31/2016

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 33 No. OF MONTHS
 SCHEDULED START DATE: 9/1/2016
 RAISE DATE: 1/1/2017
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
9/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 5/31/2019			
4.0	12.0	12.0	5.0			
33.0	33.0	33.0	33.0			33.0
12.12%	37.45%	38.58%	16.56%			
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period			Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
33.0	33.0	33.0	33.0	33.0	33.0	33.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period			Escalation Factor Tenth Period

The escalation factor for this project is: 104.71%

Contract No.: I-15-4656

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

Date: 5/31/2016

Escalation Factor: 104.71%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	Total			
									Estimated O/T Hours:	Premium O/T Hourly Rate:		
No	Principal	\$50.00	\$70.00									
No	Project Manager	\$40.00	\$70.00									
No	Senior Engineer/Planner	\$40.00	\$70.00	\$70.00	\$70.00	612.00						
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$32.98	\$34.53	2,494.00						
No	Staff Engineer/Planner	\$20.00	\$40.00									
No	Engineer/Accountant	\$20.00	\$60.00									
No	Senior Technical Specialist	\$25.00	\$60.00									
No	Technical Specialist	\$15.00	\$50.00	\$30.00	\$31.41	1,019.00						
No	Architect	\$30.00	\$70.00									
No	Realty Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									
Total Direct Labor							\$165,237.93					
Total Estimated Work Hours:							4,329.00					
Average Hourly Rate:							\$38.17					

Contract No.: 1-15-4656

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

Date: 5/31/2016

Escalation Factor: 104.71%

(From Exhibit C-1)

<u>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</u>						<u>DIRECT COST</u>		<u>OVERTIME PREMIUM</u>	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated Work Hours: 4,329.00		Total Estimated O/T Hours:
							Average Hourly Rate: \$38.17		Average Premium O/T Hourly Rate:
Total Direct Labor \$165,237.93							Total Overtime Premium:		
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
No	Admin/Clerical	\$8.25	\$40.00	\$20.00	\$20.94	204.00			

Contract No.: I-15-4656

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

Date: 5/31/2016

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal			\$50 - \$70
Project Manager			\$40 - \$70
Senior Engineer/Planner	Professional VIII	Wesley W. Herndon	\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Professional II	David Burdick	\$25 - \$60
	Professional II	Raj Shrestha	
	Professional II	Nawin Khatri	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	Technician V	Christopher Robert Henquinet	\$15 - \$50
	Technician V	Eric E. Roth	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Clerical	Mary Lisa Allen	\$8.25 - \$40

Contract No.: I-15-4656 **Consultant:** Juneau Associates, Inc., P.C.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>

- B. ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 27,333.80

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department 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	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
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 and mapping	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>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

Contract No.: I-15-4656

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

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: Wesley W. Herndon

Others: Name: David Burdick, Raj Shrestha, Nawin Khatri

Classification: Project Engineer/Planner

Name: Christopher Robert Henquinet, Eric E. Roth

Classification: Technical Specialist

Name: Mary Lisa Allen

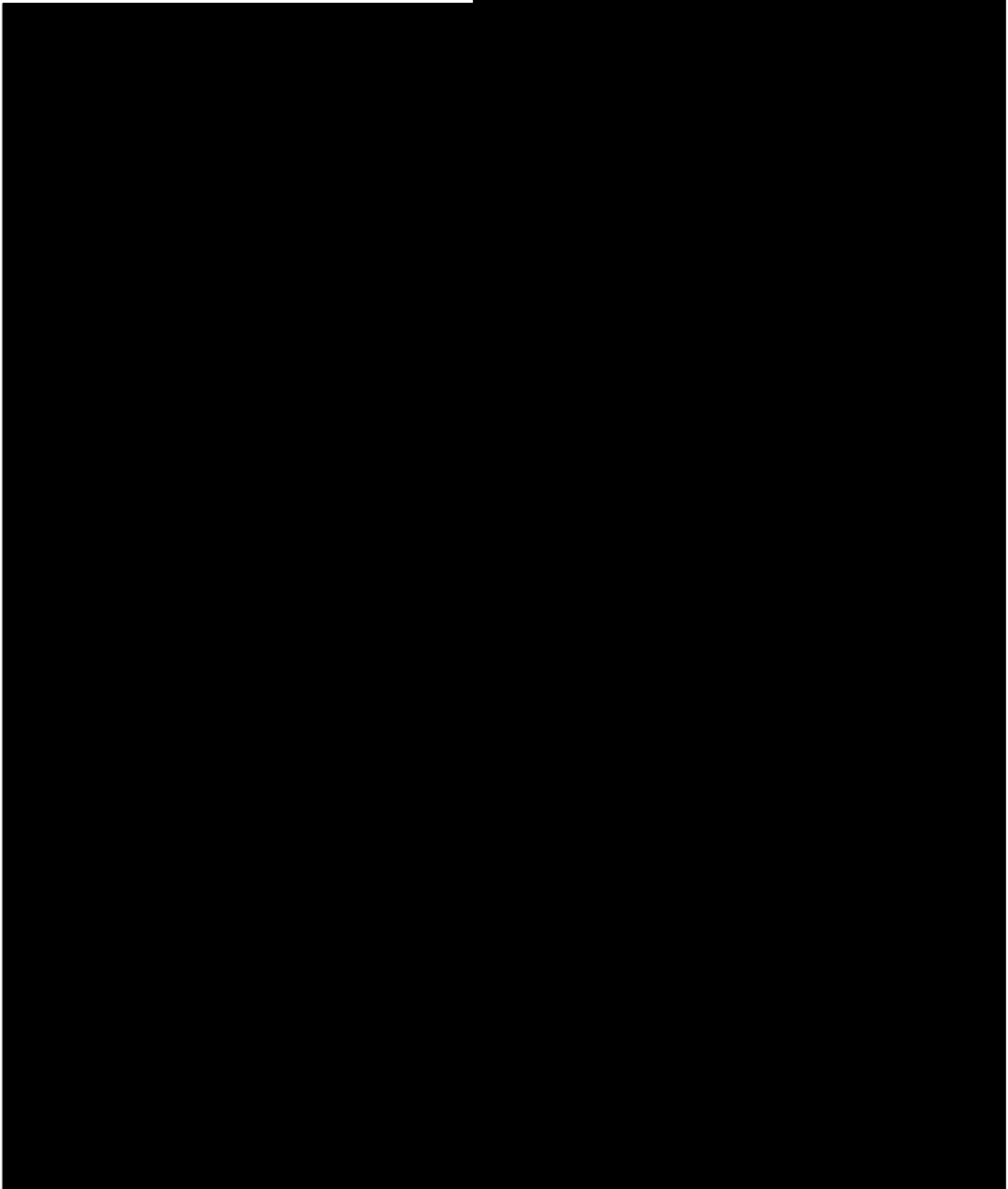
Classification: Clerical

Name: _____

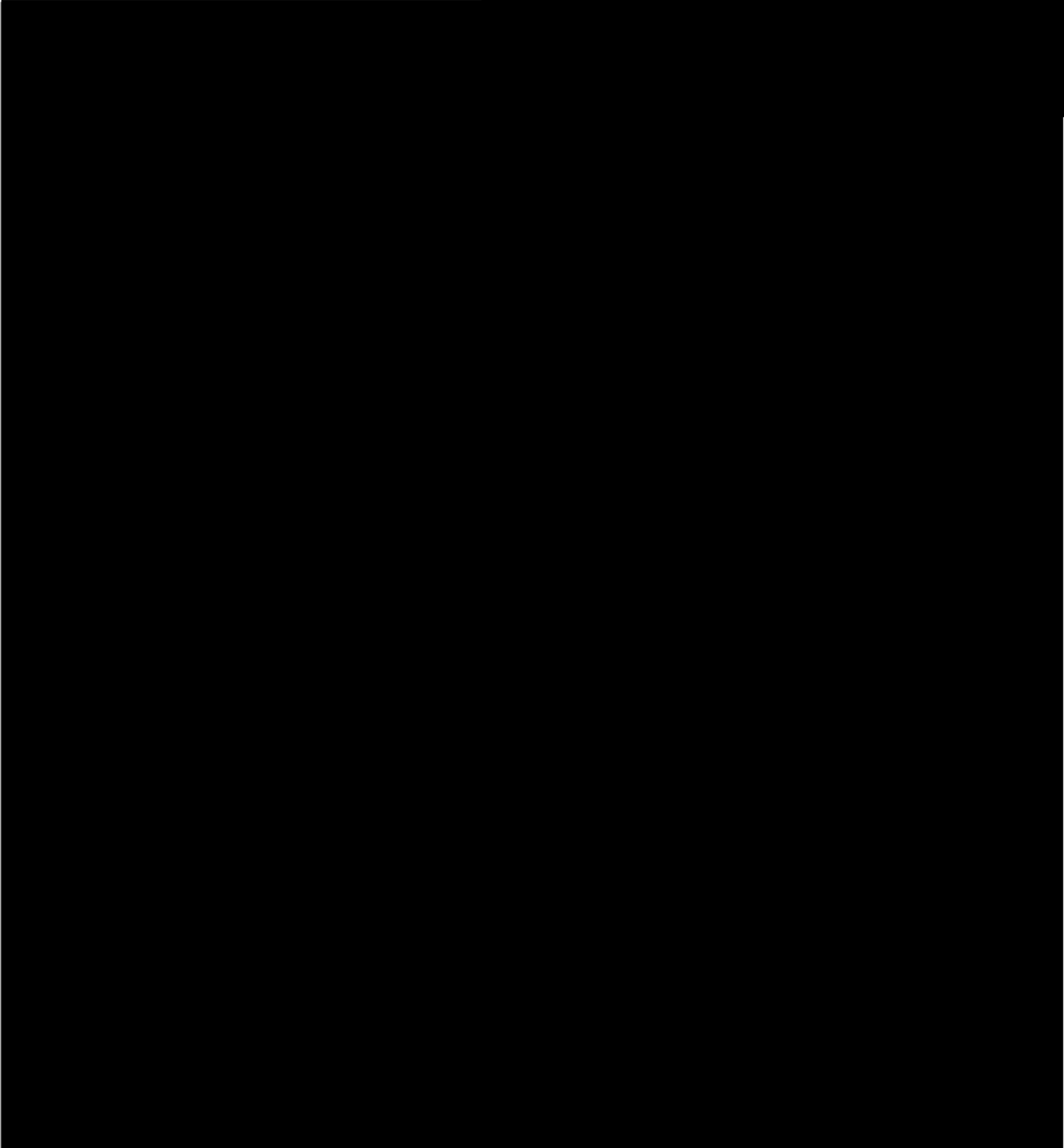
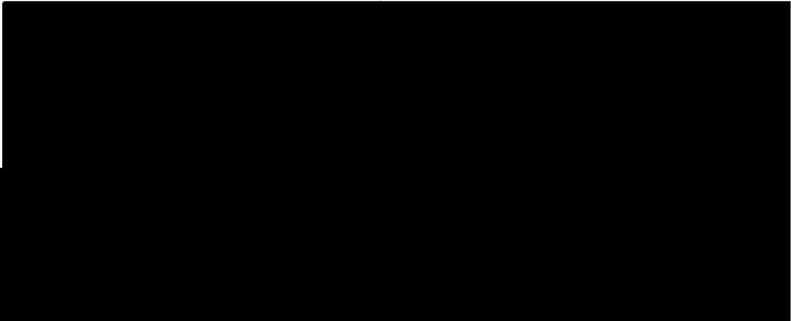
Classification: _____



WESLEY W. HERNDON, P.E., S.E.
Structural Engineer

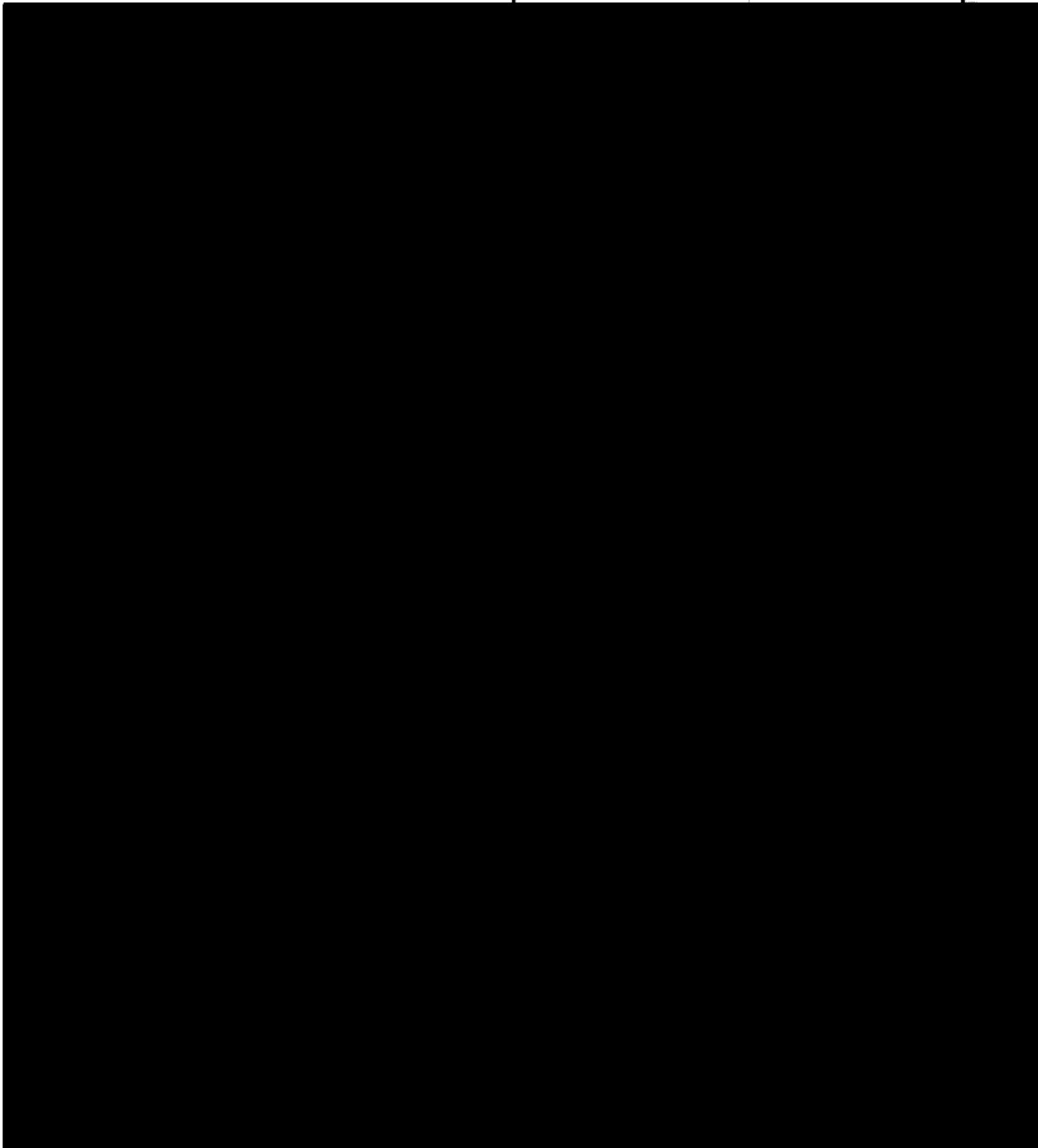


DAVID BURDICK, P.E.
Structural Engineer



RAJESH SHRESTHA, P.E.
Structural Engineer

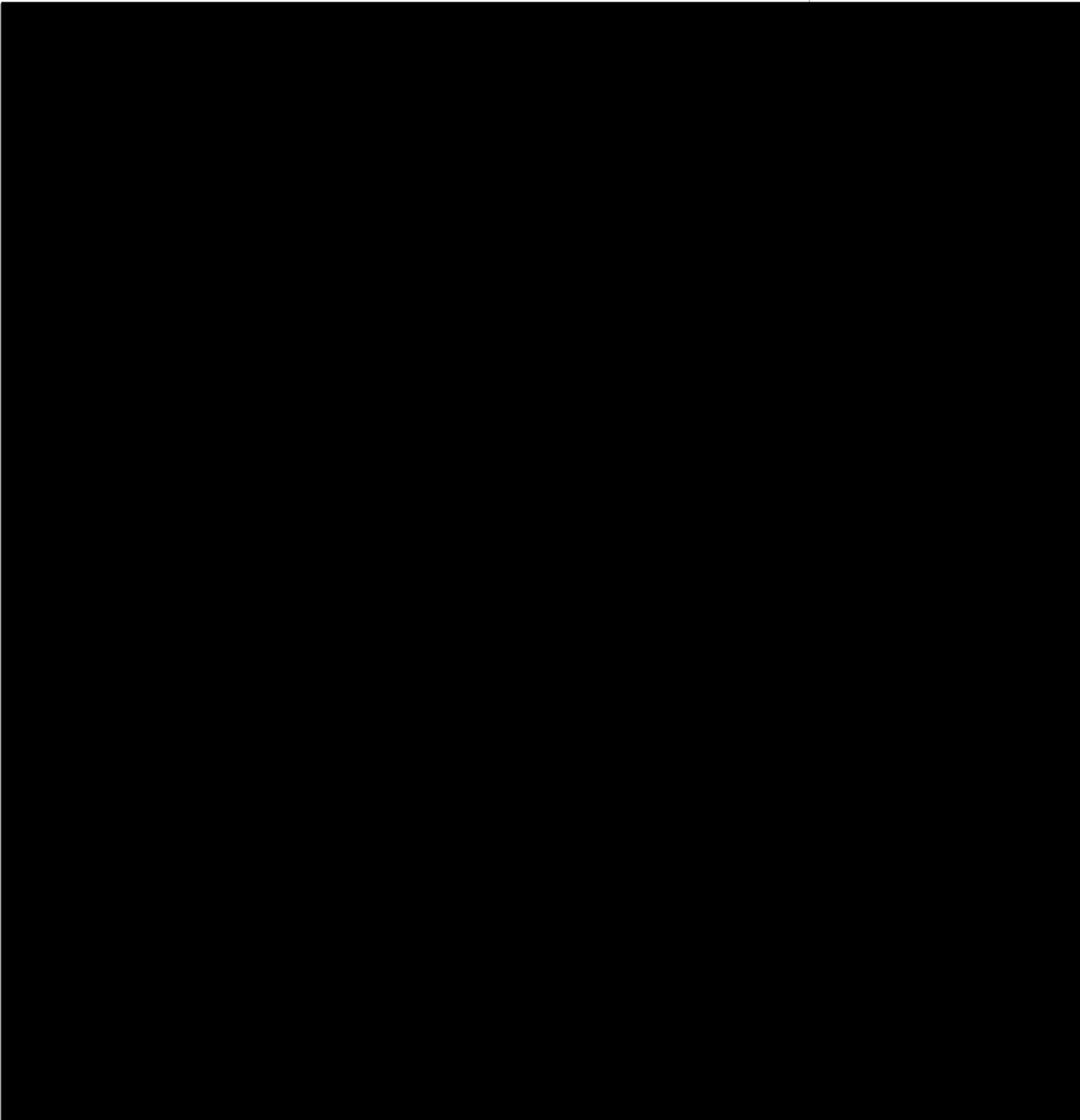
NAWIN KHATRI, P.E.,
Structural Engineer



CHRISTOPHER ROBERT HENQUINET, E.I.
Engineer Intern



ERIC E. ROTH
CADD Technician



MARY LISA ALLEN
Administrative Assistant

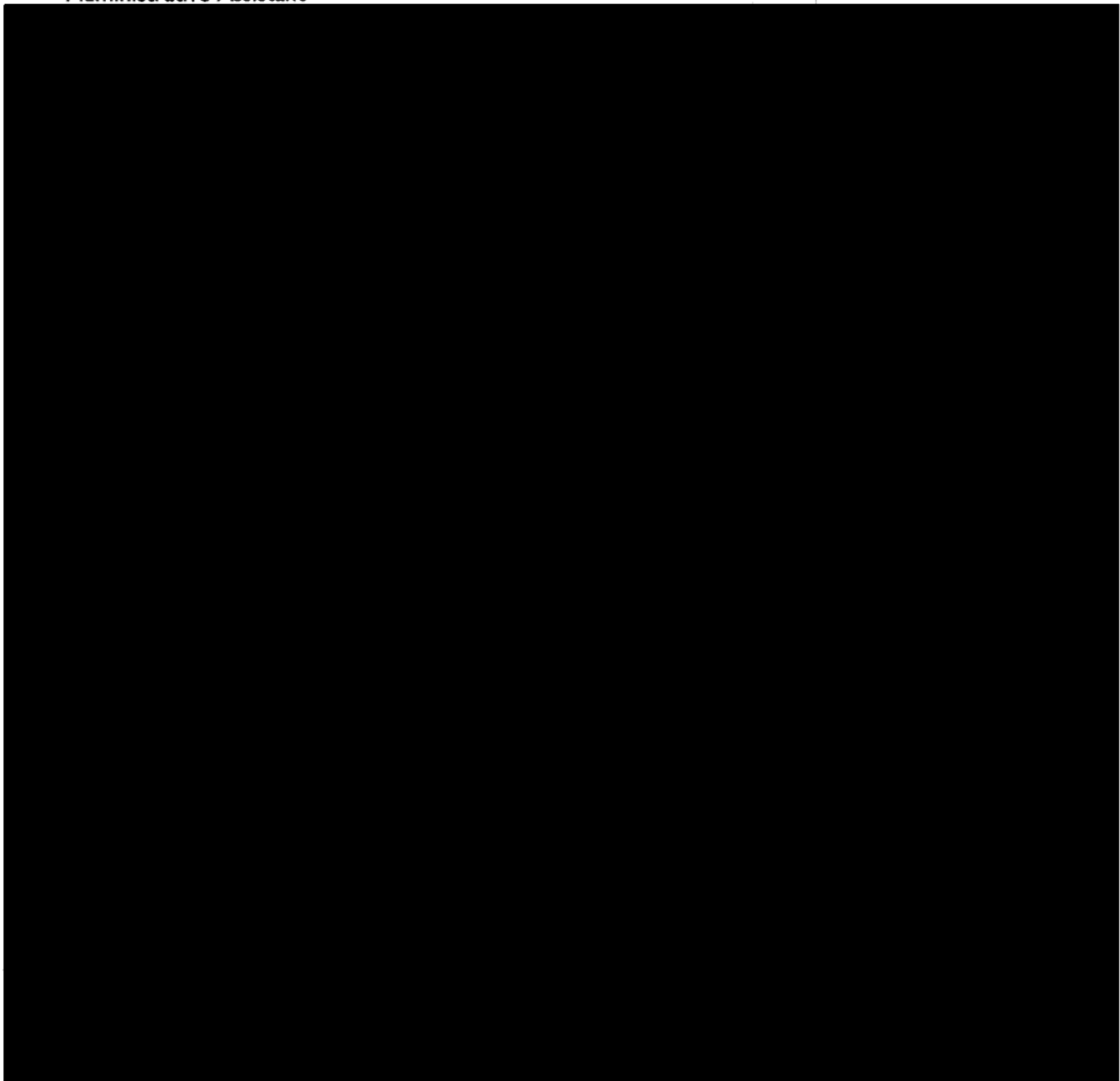


EXHIBIT F

Contract No. I-15-4656

Juneau Associates, Inc., P.C.

SCOPE OF SERVICES

Juneau Associates will perform the following professional services for the I-15-4656 Project under the direction of Alfred Benesch & Company:

- 1.) Conceptual Phase – meet with the Alfred Benesch & Company team to discuss potential bridge component choices.
- 2.) Design Package 3 Phase - Provide Structural Engineering for various bridge components associated with the mainline flyover ramps (Ramps S1 and or S2).
- 3.) Design Package 3 Phase - Provide Structural Engineering Peer Review for various bridge components designed by Alfred Benesch & Company or other team members.
- 4.) Bidding Phase – No Juneau services are anticipated during this phase.
- 5.) Construction Phase – No Juneau services are anticipated during this phase.
- 6.) Mentor Protégé Phase– assume 10% of the project budget for the phase.

EXHIBIT G**CONTRACT I-15-4656**

Consultant Name: Comprehensive Juneau Associates, 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
South Main Street Bridge Replacement City of De Soto	Design and Detailing of Preliminary, Right of Way, Final Construction Documents and Construction Inspection	\$104,995	\$29,141	12/31/2017
Gvillo Bridge Replacement Madison County, IL	Design and Detailing of TS&L and Final Construction Documents	\$90,400	\$6,745	11/1/2016
MetroLink Structures Inspection Program Bi State Development Agency	Inspection of Retaining Walls, Parking Garages, and Misc. Metro Owned Structures; Routine and Fracture Critical Inspection of Bridges Structures	\$4,690,928.90	1,977,085	12/31/2017
Glencoe Road Bridge Replacement Missouri Department of Conservation	Design and Detailing of Preliminary, Right of Way, and Final Construction Documents	\$98,104	\$20,676	12/31/2016
Spruce Street Bridge Replacement – Bi State Development Agency	Design and Detailing of Preliminary and Final Construction Documents	\$146,150	\$110	05/31/2016
Eatherton Road Bridge Replacement City of Wildwood	Design and Detailing of Preliminary, Right of Way, and Final Construction Documents	\$139,365	\$60,100	12/31/2017
Fox Creek Road Bridge Replacement City of Wildwood	Design and Detailing of Preliminary, Right of Way, and Final Construction Documents	\$121,231	\$10,983	12/31/2016
Tollway IPB #22033885 (Subconsultant)	Construction Inspection & Surveying Services - I-90, Roadway, Retaining Wall and Bridge Reconstruction and Widening, Elgin Toll Plaza (MP 53.8) to Fox River (MP 55.7)	\$165,000	\$120,000	11/1/2016
Tollway IPB #22033889 (Subconsultant)	Construction Inspection - Roadway, Retaining Wall and Bridge Reconstruction and Widening, MP 56.8 to MP 60.8	\$303,000	\$150,000	8/1/2016

EXHIBIT G

CONTRACT I-15-4656

Consultant Name: Comprehensive Juneau Associates, 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
Tollway Contract #I-14-4192 (Subconsultant)	Jane Addams Memorial Tollway, I-90 at Barrington Road Interchange, (MP 62.2)	\$60,000	\$60,000	12/31/2016
Tollway Contract #I-14-4194 (Subconsultant)	Jane Addams Memorial Tollway and Systemwide, Construction Management Services upon Request	\$100,000	\$100,000	12/31/2017
Tollway IPB #22033886 (Subconsultant)	Reagan Memorial Tollway, Roadway Resurfacing, US Route 30 (M.P. 44.2) to US Route 52 (M.P. 55.1)	\$149,000	\$120,000	12/1/2016
Tollway Contract #RR-14-4200 (Subconsultant)	Maintenance Facilities, Construction Management Upon Request	\$10,000	\$10,000	12/31/2016
Tollway Contract #RR-14-5705 (Subconsultant)	Construction Management Services Upon Request	\$80,000	\$80,000	12/1/2017
Tollway IPB# 22036572 (Subconsultant)	Construction Management Services Upon Request	\$175,000	\$165,000	12/31/2017
Tollway IPB #22036573 (Subconsultant)	Construction Management Services Upon Request	\$150,000	\$150,000	12/31/2018
Tollway IPB# 22037746 (Subconsultant)	Construction Management Services Upon Request	\$150,000	\$150,000	12/31/2018
Tollway IPB# 22037747 (Subconsultant)	Construction Management Services Upon Request	\$50,000	\$50,000	12/31/2018

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-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-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 15%;"></td> <td style="width: 10%;"></td> <td style="width: 55%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs				Services by Others				Additional Services **				Total this Subconsultant (ULC)		\$	-
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Total this Subconsultant (ULC)		\$	-																		

** Additional services funds require prior authorization before use

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

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

Project No. I-15-4656

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

** Additional services funds require prior authorization before use

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

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

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