

## RESOLUTION NO. 21648

**Background**

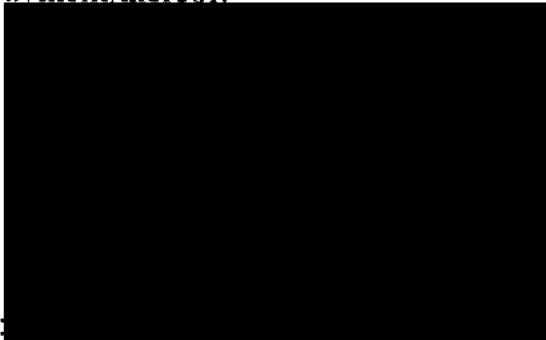
It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services, on the Reagan Memorial Tollway (I-88) at Mile Post 109.3 (IL Route 47) on Contract No. I-16-4274.

Illinois Construction & Environmental Consulting, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,099,997.98. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an agreement with Illinois Construction & Environmental Consulting, Inc., to obtain Construction Management Services, for Contract No. I-16-4274 with an upper limit of compensation not to exceed \$2,099,997.98, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:

  
Chairman



November 1, 2018

Mr. Clayton Hamano, President  
Illinois Construction & Environmental Consulting, Inc.  
2399 Foster Avenue  
Wheeling, IL 60090

**Re: Contract I-16-4274  
Construction Management Services for  
Reagan Memorial Tollway, Illinois Route 47 Interchange  
Mile Post 109.3**

**NOTICE TO PROCEED**

Dear Mr. Hamano:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated September 5, 2018, for Construction Management Services for Contract I-16-4274. You are hereby authorized to commence with the work as of October 29, 2018, 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 Project Employee Payroll Change (PEPC) form and certified payroll with a signed affidavit for all employees that are listed on the PEPC form for your contract. We request PEPC forms and the certified payroll in advance so that upon receipt of your first invoice, any associated issues regarding payroll have an opportunity to be resolved. Please send either hard copy or electronic copy, but not both.

PEPC forms should have an effective date that corresponds to the effective date of this Notice to Proceed. PEPC forms may be submitted by U.S. Mail, other delivery services, or by email to: [documentcontrol@getipass.com](mailto:documentcontrol@getipass.com). Hard copies should be addressed to the attention of **Document Control Manager**.

Certified payroll should have an effective date after, but within three weeks of the effective date of this Notice to Proceed. Payrolls may be submitted by U.S. Mail, other delivery services, or by e-mail to: [accountspayable@getipass.com](mailto:accountspayable@getipass.com). Hard copies should be addressed to the attention of **Disbursement Control Supervisor** and the envelope containing the documents should be clearly marked "Certified Payroll".

This contract is subject to the Illinois Procurement Code 30 ILCS 500. This code requires the General Contractor to submit certification/disclosure forms from the prime contractor and subcontractors of **all tiers**, known at the time of bid or offer whose contract value exceeds \$50,000. Failure to submit certification/disclosures in an acceptable format could result in a delay in notice to proceed or a conditional notice to proceed. Contractors who have not submitted certifications/disclosures in an acceptable format will not be allowed to start work.

Revised: 5/21/2018

**ILLINOIS TOLLWAY**  
2700 Ogden Avenue | Downers Grove, IL 60515 | p. 630.241.6800 | TTY 630.241.6988  
[www.illinoistollway.com](http://www.illinoistollway.com)

Contract I-16-4274  
Notice to Proceed  
Page 2 of 2

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

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

Please contact Laura Thompson at 630-241-6800 extension 6210 for further information.

Sincerely,

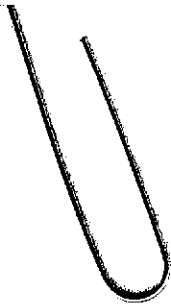


Paul D. Kovacs, P.E.  
Chief Engineering Officer

PDK: cmhg

cc:	Greg Stukel	John Donato	Lane Closures
	Laura Thompson	Dawn Lukacs	Ken Morris
	Dorothy Jablonski	Sue Biggs	

File: 04.4274.01.05 LT\_Tollway\_PDK\_4274IllinoisConstruction-NTP\_11012018



## CONSTRUCTION MANAGER AGREEMENT

The Board of Directors, on the 27<sup>th</sup> day of **September, 2018**, 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 **ILLINOIS CONSTRUCTION & ENVIRONMENTAL CONSULTING, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSTRUCTION MANAGER".

### WITNESSETH:

WHEREAS, the CONSTRUCTION MANAGER has submitted a proposal dated **September 5, 2018**, to provide construction management services for Contract No. **I-16-4274** for **Reagan Memorial Tollway, Illinois Route 47 Interchange, Mile Post 109.3**; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-2, Item 8**, staffed with professional licensed engineers, experienced and well-able to perform the construction section engineering services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

### ARTICLE I

#### General Provisions

A. The CONSTRUCTION MANAGER shall perform all construction management services for Contract No. **I-16-4274** for **Reagan Memorial Tollway, Illinois Route 47 Interchange, Mile Post 109.3** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the CONSTRUCTION MANAGER of **September 5, 2018**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

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

C. The CONSTRUCTION MANAGER shall perform its services hereunder with the same degree of care, skill and diligence as is ordinarily possessed and

THIS PROPOSAL FOR CONSTRUCTION MANAGER SERVICES FOR

CONTRACT I-16-4274

SUBMITTED BY:

FIRM NAME: Illinois Construction & Environmental Consulting, Inc.

ADDRESS: 2399 Foster Avenue

CITY, STATE &  
ZIP CODE: Wheeling, IL 60090

TELEPHONE: 847-542-7500

FACSIMILE: 224-735-2946

SIGNED BY:

PRINTED NAME: Clayton Hamanov

TITLE: President ✓



November 1, 2018

Mr. Clayton Hamano, President  
Illinois Construction & Environmental Consulting, Inc.  
2399 Foster Avenue  
Wheeling, IL 60090

**Re: Contract I-16-4274  
Construction Management Services for  
Reagan Memorial Tollway, Illinois Route 47 Interchange  
Mile Post 109.3**

### **NOTICE TO PROCEED**

Dear Mr. Hamano:

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In advance of your first billing, the prime and subconsultants (if any) must submit a Project Employee Payroll Change (PEPC) form and certified payroll with a signed affidavit for all employees that are listed on the PEPC form for your contract. We request PEPC forms and the certified payroll in advance so that upon receipt of your first invoice, any associated issues regarding payroll have an opportunity to be resolved. Please send either hard copy or electronic copy, but not both.

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Revised: 5/21/2018

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2700 Ogden Avenue | Downers Grove, IL 60515 | p. 630.241.6800 | TTY 630.241.6988  
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Contract I-16-4274  
Notice to Proceed  
Page 2 of 2

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Please contact Laura Thompson at 630-241-6800 extension 6210 for further information.

Sincerely,



Paul D. Kovacs, P.E.  
Chief Engineering Officer

PDK: cmhg

cc:	Greg Stukel	John Donato	Lane Closures
	Laura Thompson	Dawn Lukacs	Ken Morris
	Dorothy Jablonski	Sue Biggs	

File: 04.4274.01.05 LT\_Tollway\_PDK\_4274IllinoisConstruction-NTP\_11012018



November 1, 2018

Mr. Clayton Hamano, President  
Illinois Construction & Environmental Consulting, Inc.  
2399 Foster Avenue  
Wheeling, IL 60090


**Re: Contract I-16-4274  
Construction Management Services for  
Reagan Memorial Tollway, Illinois Route 47 Interchange  
Mile Post 109.3**

Dear Mr. Hamano:

Enclosed is one fully executed Duplicate Original of the Agreement by and between Illinois Construction & Environmental Consulting, Inc., and The Illinois Tollway.

This Agreement is transmitted to your attention for your records.

Sincerely,



Paul D. Kovacs, P.E.  
Chief Engineering Officer

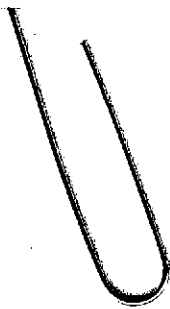
PDK/cmhg

Enclosure

cc: PM – Laura Thompson

File: 04-4274-01-01  
LT\_Tollway\_PDK\_4274-IllinoisConstructionAgreement\_11012018





## CONSTRUCTION MANAGER AGREEMENT

The Board of Directors, on the 27<sup>th</sup> day of **September, 2018**, 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 **ILLINOIS CONSTRUCTION & ENVIRONMENTAL CONSULTING, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSTRUCTION MANAGER".

### W I T N E S S E T H:

WHEREAS, the CONSTRUCTION MANAGER has submitted a proposal dated **September 5, 2018**, to provide construction management services for Contract No. **I-16-4274** for **Reagan Memorial Tollway, Illinois Route 47 Interchange, Mile Post 109.3**; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-2, Item 8**, staffed with professional licensed engineers, experienced and well-able to perform the construction section engineering services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

### ARTICLE I

#### General Provisions

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

C. The CONSTRUCTION MANAGER shall perform its services hereunder with the same degree of care, skill and diligence as is ordinarily possessed and

THIS PROPOSAL FOR CONSTRUCTION MANAGER SERVICES FOR

CONTRACT I-16-4274

SUBMITTED BY:

FIRM NAME: Illinois Construction & Environmental Consulting, Inc.

ADDRESS: 2399 Foster Avenue

CITY, STATE &  
ZIP CODE: Wheeling, IL 60090

TELEPHONE: 847-542-7500

FACSIMILE: 224-735-2946

SIGNED BY:

PRINTED NAME: Clayton Hamano ✓

TITLE: President ✓

**1.5.8 Item 8. I-16-4274, Reagan Memorial Tollway, Illinois Route 47 Interchange, M.P. 109.3**

This project has a 25% D/M/WBE participation goal and 1% VOS/SDVOSBE participation goal.

Phase III engineering services are required for the construction inspection and supervision for the proposed interchange at Illinois Route 47 on the Reagan Memorial Tollway at M.P. 109.3 in Kane County, Illinois.

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

Construction estimate: Category B.

Firms must be prequalified by IDOT in the following category:

**Special Services (Construction Inspection)**

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 Resident Engineer.
- The Materials Coordinator.
- The Document Technician. (The person actively performing the documentation on the project must possess a current IDOT Construction Document certificate. **Include the Documentation Certificate Number for IDOT class S-14, Documentation of Contract Quantities.**)
- The Materials QA Technician.

Schedule: This project is scheduled to start in Spring 2019.

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

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

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

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



September 12, 2018

Mr. Clayton Hamano  
President  
Illinois Construction & Environmental Consulting, Inc.  
2399 Foster Avenue  
Wheeling, Illinois 60090

**RE: Contract I-16-4274  
DM service Upon Req - IL 47 Interchange  
Key Personnel Change**

Dear Mr. Hamano:

The Illinois Tollway has reviewed and approves your request to change the following Key Personnel Position(s): Project Principal and Project Manager. As requested in your September 12, 2018 correspondence, Mike Brangenberg will replace Gilbert Bermundo as the Project Manager for construction management services on contract I-16-4274. These changes will not impact your upper limit of compensation.

Thank you for complying with Tollway Requirements in regards to this request, and please be mindful to provide similar requests when there is need to change a Tollway designated Key Personnel position. If you have any questions or need additional clarification, please contact Laura Thompson, project manager at 630/241-6800, ext. 6210.

Sincerely,

A black rectangular redaction box covering the signature of Paul D. Kovacs, P.E.

Paul D. Kovacs, P.E.  
Chief Engineering Officer

PDK/lh

cc: <sup>GM</sup> Greg Stukel, <sup>MH</sup> Mustafa Hassan, Laura Thompson, Sharon Strong, Kristen Hamilton, Accounts Payable

File: 02-4274-01-07  
LT\_Tollway\_PDK\_4274-KeyPersonnelChangeApproval\_09122018

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



## Illinois Construction & Environmental Consulting, Inc.

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2399 Foster Avenue Wheeling, IL 60090 | PH: 847-542-7500 | Fax: 224-735-2946

**September 12, 2018**

Mr. Paul Kovacs, P.E.  
Chief Engineer  
Illinois State Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, IL 60515

RE: I-16-4274  
Modification to Exhibit A (SOI) for PSB 18-2 Item# 8

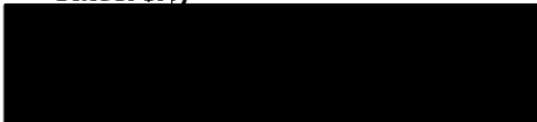
Dear Mr. Kovacs,

Illinois Construction & Environmental Consulting, Inc. respectfully requests a modification to the original Exhibit A (Proposed Staff) on our PSB 18-2 Item# 8 Statement of Interest. Mr. Gilbert Bermundo, PE was listed as the Project Manager on the Exhibit A section of our proposal. Mr. Bermundo is currently working full time on the Independent Assurance Team for Tollway Contract RR-15-4242. Illinois Construction & Environmental Consulting, Inc. was also part of the IA Team selected on PSB 18-2 Item# 12 (RR-18-9206) and we expect Mr. Bermundo to be committed full time on that project as a key person starting early next year.

We are proposing Mike Brangenberg to fill the role of Project Manager on our I-16-4274 contract. Mr. Brangenberg has over 32 years of experience in construction management and has served in key positions on large Tollway projects such as the \$80 million East-Westbound I-88 Reconstruction from Finley Road to Naperville Road (Resident Engineer) and the \$125 million I-355 South Extension-Des Plaines River Valley Bridge (Assistant Resident Engineer). Both of the referenced projects required a PE License for these roles which were waived based on Mr. Brangenberg's project experience and ability to deliver successful projects back to the Client. Please see Mr. Brangenberg's attached resume for your review and consideration. We are fully committed to deliver a successful project back to the Illinois State Toll Highway Authority and the motoring public.

If you have any questions, please contact me at 847-542-7500.

*Sincerely,*

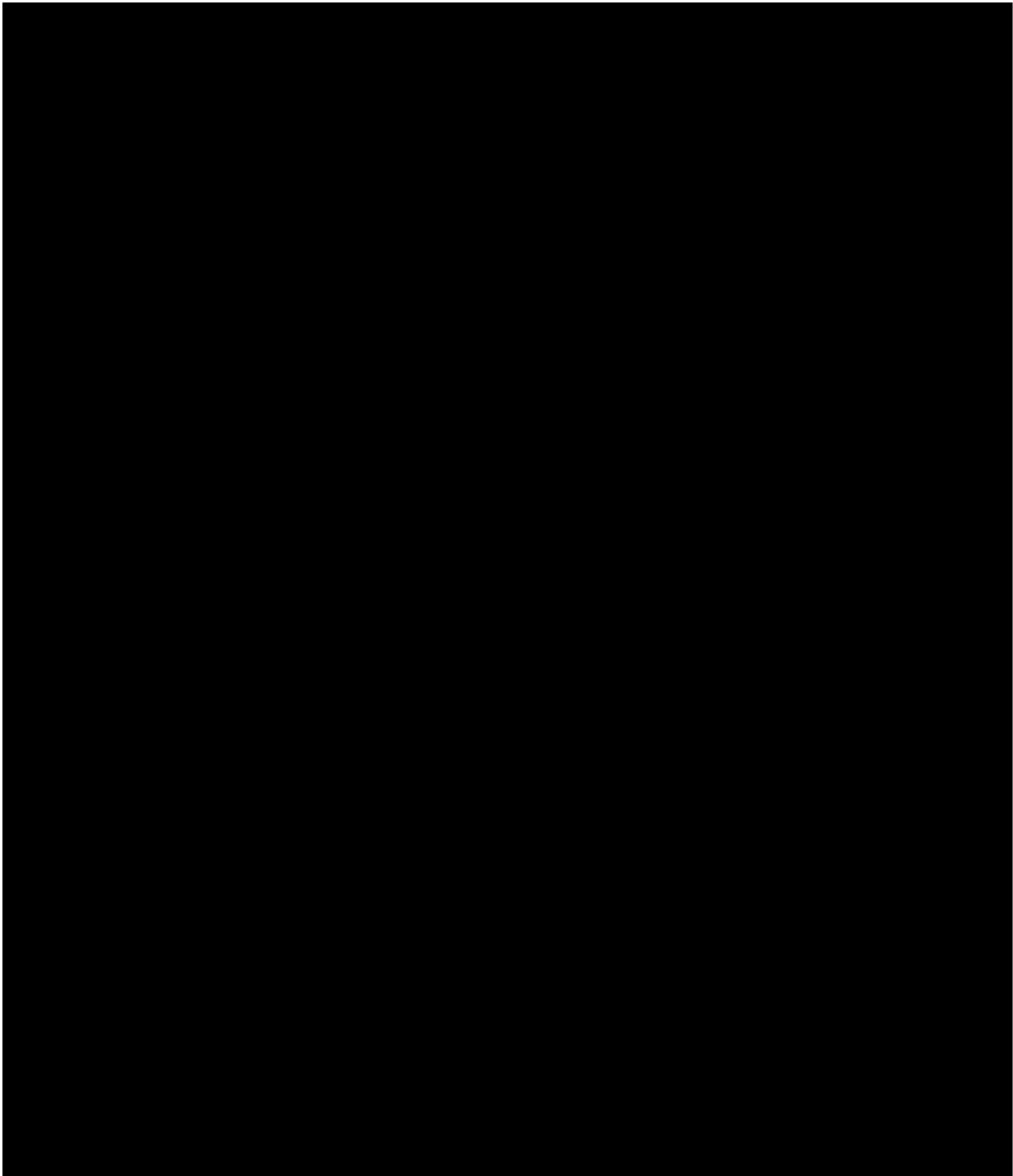


**Clayton Hamano**  
**President**

*Attachments: ICE\_Project Experience\_Michael Brangenberg*

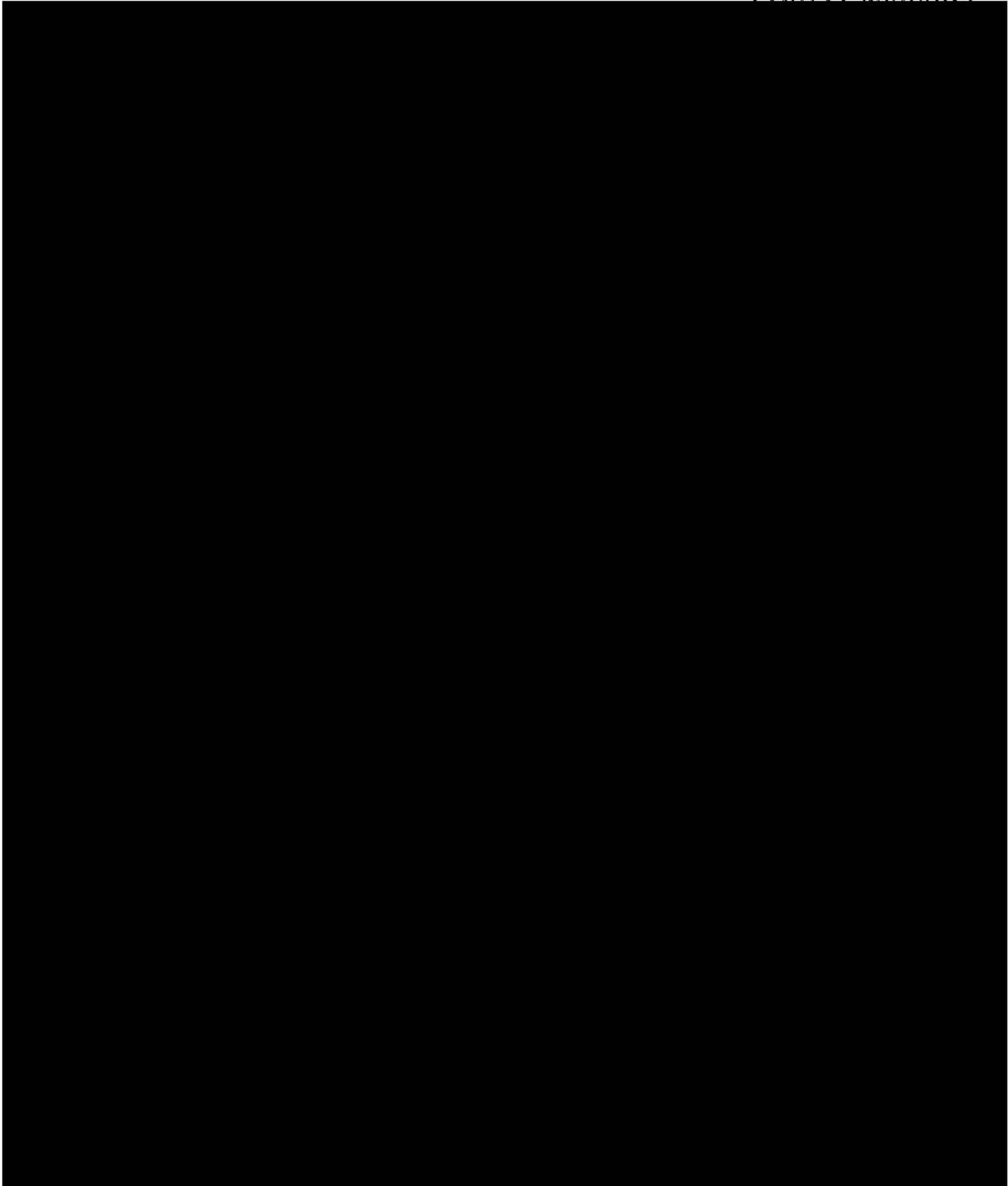


**Michael D. Brangenberg**  
Project Manager





Michael D. Brangenberg  
Project Manager



Contract: I-16-4274

Prime: Illinois Construction & Environmental Consulting, Inc.

## **Key Personnel**

Please note classifications checked are the only ones needed per the PSB solicitation requirements.



## Exhibit A – Proposed Staff

### PSB 18-2

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

Project Manager (Items 2 thru 10)			
Name:	Gilbert Bermundo		
Firm:	Illinois Construction & Environmental Consulting, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062.063157		
Year Registered:	2011	State:	IL
Office Address:	2399 Foster Avenue		
City:	Wheeling	State:	IL

Project Engineer (Items 1 thru 5)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Structural Design (Items 1 thru 6)			
Name:			
Firm:			
Category:	IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

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

Traffic and Tolling Analysis (Item 1)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Financial and Economic Impact Analysis (Item 1)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

QC/QA Roadway (Items 1 thru 5)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

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

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

**Exhibit A – Proposed Staff  
PSB 18-2, continued**

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

<b>QC/QA Structural (Items 1 thru 5)</b>			
Name:			
Firm:			
Category:	IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Roadway Design (Items 2 thru 6)</b>			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Construction Engineer (Items 3 &amp; 4)</b>			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Architect (Item 5)</b>			
Name:			
Firm:			
Category:	IL Licensed Professional Architect		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Electrical Design (Item 5)</b>			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Mechanical Design (Item 5)</b>			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Resident Engineer (Items 6 thru 10)</b>			
Name:	Chad Peterson		
Firm:	Illinois Construction & Environmental Consulting, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062.060902		
Year Registered:	2008	State:	IL
Office Address:	2399 Foster Avenue		
City:	Wheeling	State:	IL

<b>Materials Coordinator (Items 6 thru 10)</b>			
Name:	Sentral Stewart		
Firm:	Illinois Construction & Environmental Consulting, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062.061760		
Year Registered:	2009	State:	IL
Office Address:	2399 Foster Avenue		
City:	Wheeling	State:	IL

<b>Document Technician (Items 6 thru 10)</b>			
Name:	Ana Carrasco		
Firm:	HR Green, Inc.		
Category:	Documentation Certification Number- IDOT class S-14		
License #:	14-0560		
Year Registered:	2014	State:	IL
Office Address:	651 Prairie Point Drive # 201		
City:	Yorkville	State:	IL

<b>Materials QA Technician (Items 6 thru 10)</b>			
Name:	Jolie Gallaway		
Firm:	Illinois Construction & Environmental Consulting, Inc.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	2399 Foster Avenue		
City:	Wheeling	State:	IL

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

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

1-16-4274

Prime Consultant or Teaming Firm Name	Sub - Firm Legal Name	FEIN Number	% of Work to be Completed by Sub Consultant	Project Manager Name	Contact eMail	Role of Sub Consultant	Male or Female	DBE?	Ethnicity	Veteran Status	Mentor Prof. @G.A.?	DBE (Disadvantaged Business Enterprise) Program	Multiple Owners	P4G	P4G Partner
<b>Process Contract: 98</b>															
Illinois Construction & Environmental Consulting, Inc.	Aqua Vitae Engineering, LLC	██████████	1.00	Gary Paradoski, P.E.	gparadoski@aqua-vitae.org	Soil/Erosion Control	Male	N/A	Caucasian	VOSB		N/A	No	No	N/A
Illinois Construction & Environmental Consulting, Inc.	Program Management & Control Services, LLC	██████████	1.00	Kerry B. Nutter	kerry@pmcconsulting.com	Project Controls	Female	DBE	Caucasian	N/A		IL UCP - Chicago Transit Authority (CTA)	No	No	N/A
Illinois Construction & Environmental Consulting, Inc.	APEX Consulting Engineers, LLC	██████████	5.00	Delano E. Brazil, P.E.	dbrazil@apexconsults.com	Construction Inspection	Male	DBE	African American	N/A		IL UCP - Illinois Department of Transportation (IDOT)	Yes	No	N/A
Illinois Construction & Environmental Consulting, Inc.	V3 Companies, Ltd.	██████████	6.00	Louis J. Gallucci, P.E.	lgallucci@v3co.com	Survey	N/A - ESOP	N/A	Multiple Ownership	N/A		N/A	Yes	No	N/A
Illinois Construction & Environmental Consulting, Inc.	HR Green, Inc.	██████████	12.00	Andy Keyster, P.E.	akeyster@hrgreen.com	Construction Inspection / Documentation	Male	N/A	Multiple Ownership	N/A		N/A	Yes	No	N/A
Illinois Construction & Environmental Consulting, Inc.	H.W. Lochner, Inc.	██████████	12.00	Daniel Herring	dherring@hwlochner.com	Construction Inspection	N/A - ESOP	N/A	Multiple Ownership	N/A		N/A	Yes	No	N/A

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

Business Name **Aqua Vitae Engineering LLC**

Owner **Mr Gary Paradoski**

Address **125 S Burton Place**  
 > [Map This Address](#) **Arlington Heights, IL 60005**

Phone **847-239-4512**

Fax **847-577-0744**

Email **[GPARADOSKI@AQUA-VITAEGROUP.COM](mailto:GPARADOSKI@AQUA-VITAEGROUP.COM)**

Website **<https://WWW.AQUA-VITAEGROUP.COM>**

Ethnicity **Caucasian**

Gender **Male**

County **Cook (IL)**

1-16-4274

**Certification Information**

Certifying Agency **State of Illinois Central Management Services**

Certification Type **VOSB - Veteran Owned Small Business**

Renewal Date **1/23/2019**

Expiration Date **1/23/2020**

Certified Business Description **Civil Engineering**

**Commodity Codes**

Code	Description
NIGP 92517	Civil Engineering

**Additional Information**

Region **Metro Chicago**

**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: Reagan Memorial Tollway, Illinois Route 47 Interchange, M.P. 109.3 Project/Solicitation Number: I-16-4274

Name of Prime Vendor: Illinois Construction & Environmental Consulting, Inc. VOSB Compliance Contact: Michael Brangenberg

Address: 2399 Foster Avenue

City: Wheeling State: IL Zip Code: 60090

Telephone: 630-901-7774 Fax: 224-735-2946 Email: mbrangenberg@iceillinois.com

Name of Certified VOSB Vendor: Aqua Vitae Engineering, LLC

Address: 125 S. Burton Pl. VOSB Compliance Contact: Gary D. Paradoski, P.E.

City: Arlington Heights State: IL Zip Code: 60005

Telephone: 847-239-4512 Fax: N/A Email: gparadoski@aqua-vitaegroup.com

Type of agreement:  Services

Anticipated start date of the Certified VOSB Vendor: When notice to proceed is received

Proposed 1.00 % 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:

Soil and erosion control services

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

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

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

Signature

Signature

Print Name: Clayton Hamano

Print Name: Gary D. Paradoski, P.E.

Title: President

Title: President

Date: April 12, 2018

Date: 4/16/2018

# Unified Certification Program - Search

Contractor Details

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

[Print](#)

1-16-4274

**Illinois Construction & Environmental Consulting, Inc.** Email: [chamano@iceillinois.com](mailto:chamano@iceillinois.com)  
Phone: 847-542-7500  
Fax: 224-735-2946

Clayton Hamano  
2399 Foster Avenue  
Wheeling, IL 60090-0000

County: Cook

Categories: Construction, Professional

NAICS	Speciality
237310-Highway, Street, and Bridge Construction	237310 - Construction Management, Quality Control
541330-Engineering services	541330 - Construction Engineering and Construction Inspection
541380-Testing Laboratories consulting services	541380 - Construction Material Testing and Project Management
	541620 - Environmental Consulting Services

# Unified Certification Program - Search

Contractor Details

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

[Print](#)

1-16-4274

**Ames Engineering,  
Inc.**

Ahsan Siddiqi  
6330 Belmont Road,  
Suite 4B  
Downers Grove, IL  
60516

**County:** DuPage**Email:** ahsan.siddiqi@amesengineeringinc.com**Phone:** (630) 737-1987**Fax:** (630) 470-9891**Categories:** Architecture\Engineering**NAICS**

541330-Engineering  
Services

**Speciality**

541330- CONSTRUCTION  
INSPECTION  
ELECTRICAL ENGINEERING  
LIGHTING  
TRAFFIC SIGNALS  
STUDIES: TRAFFIC  
FREEWAYS  
ROADS AND STREETS

# Unified Certification Program - Search

Contractor Details

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

[Print](#)

1-16-4274

**Apex Consulting  
Engineers, L.L.C.**

Delano E. Brazil  
111 E. Wacker Dr., Ste.  
520  
Chicago, IL 60601

**County:** Cook

**Email:** [dbrazil@apexconsults.com](mailto:dbrazil@apexconsults.com)

**Phone:** (312) 977-0660

**Fax:** (312) 977-0661

**Categories:** Architecture\Engineering

NAICS	Speciality
541330-Engineering Services	541330- CONSTRUCTION INSPECTION
541370-Surveying & Mapping (except Geophysical) Serv.	TRAFFIC SIGNALS STUDIES: TRAFFIC ROADS AND STREETS 541370- SURVEYING



# Unified Certification Program - Search

Contractor Details

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

1-16-4274

[Print](#)

**Program  
Management &  
Control Services,  
LLC**

Kerry Nutter  
46 South Waiola Avenue  
La Grange, IL 60525-  
0000

**County:** Cook

**Email:** [kerry@pmcsconsulting.com](mailto:kerry@pmcsconsulting.com)

**Phone:** 773-495-8262

**Fax:** 708-482-9702

**Categories:** Professional

**NAICS**

541690-Economic  
consulting services

**Speciality**

541690-PROJECT  
MANAGEMENT  
CONSULTING

1-16-4274

## OFFICE OF THE ILLINOIS SECRETARY OF STATE



**JESSE WHITE**  
SECRETARY OF STATE

## CORPORATION FILE DETAIL REPORT

File Number	69575951		
Entity Name	ILLINOIS CONSTRUCTION & ENVIRONMENTAL CONSULTING, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	04/18/2014	State	ILLINOIS
Agent Name	BRIAN LANSU	Agent Change Date	04/18/2014
Agent Street Address	4327 ROSLYN RD	President Name & Address	CLAYTON HAMANO 4120 WALTERS AVE NORTHBROOK, IL 60062
Agent City	DOWNERS GROVE	Secretary Name & Address	CLAYTON HAMANO 4120 WALTERS AVE NORTHBROOK, IL 60062
Agent Zip	60515	Duration Date	PERPETUAL
Annual Report Filing Date	03/28/2018	For Year	2018

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

(One Certificate per Transaction)

## OTHER SERVICES

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

**Biggs, Susan**

---

**From:** Gomez, Graciela  
**Sent:** Friday, September 14, 2018 12:24 PM  
**To:** Biggs, Susan  
**Subject:** Illinois Construction & Environmental Consulting, Inc. - FEIN [REDACTED] for Contract No I-16-4274

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      12:22 09/14/18

ACTION: S

VENDOR NUMBER= \*\*\* [REDACTED]                      OFFSET: 00 OF 00  
VENDOR NAME: \*  
CLAIMING AGENCY NUMBER: \*  
CLAIMING AGENCY NAME: \*  
CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 09/14/18 AT 12:23 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\* [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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**Biggs, Susan**

---

**From:** Gomez, Graciela  
**Sent:** Friday, September 14, 2018 1:57 PM  
**To:** Biggs, Susan  
**Subject:** Ames Engineering, Inc. - FEIN [REDACTED] for Contract No. I-16-4274

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      13:55 09/14/18

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]                      OFFSET: 00 OF 00  
VENDOR NAME: \*  
CLAIMING AGENCY NUMBER: \*  
CLAIMING AGENCY NAME: \*  
CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 09/14/18 AT 13:55 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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**Biggs, Susan**

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**From:** Gomez, Graciela  
**Sent:** Friday, September 14, 2018 1:57 PM  
**To:** Biggs, Susan  
**Subject:** Civiltech Engineering, Inc. - FEIN [REDACTED] for Contract No I-16-4274

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      13:56 09/14/18

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED];                      OFFSET: 00 OF 00  
VENDOR NAME: \*  
CLAIMING AGENCY NUMBER: \*  
CLAIMING AGENCY NAME: \*  
CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 09/14/18 AT 13:56 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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**Biggs, Susan**

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**From:** Gomez, Graciela  
**Sent:** Friday, September 14, 2018 12:50 PM  
**To:** Biggs, Susan  
**Subject:** HR Green, Inc. FEIN [REDACTED] for Contract No I-16-4274

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      12:49 09/14/18

ACTION: S

VENDOR NUMBER= \*\*\*\*[REDACTED]                      OFFSET: 00 OF 00  
VENDOR NAME: \*  
CLAIMING AGENCY NUMBER: \*  
CLAIMING AGENCY NAME: \*  
CLAIMING AGENCY PHONE NUMBER: \*

**DISCLAIMER:**

AS OF 09/14/18 AT 12:49 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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**Biggs, Susan**

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**From:** Gomez, Graciela  
**Sent:** Friday, September 14, 2018 12:52 PM  
**To:** Biggs, Susan  
**Subject:** Program Mgmt & Control Service - FEIN [REDACTED] for Contract No I-16-4274

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      12:50 09/14/18

ACTION: S

VENDOR NUMBER= \*\*\*\*\* [REDACTED]                      OFFSET: 00 OF 00  
VENDOR NAME: \*  
CLAIMING AGENCY NUMBER: \*  
CLAIMING AGENCY NAME: \*  
CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 09/14/18 AT 12:50 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\* [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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**Biggs, Susan**

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**From:** Gomez, Graciela  
**Sent:** Friday, September 14, 2018 12:53 PM  
**To:** Biggs, Susan  
**Subject:** V3 Companies, LTD - FEIN [REDACTED] for Contract No I-16-4274

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      12:51 09/14/18

ACTION: S

VENDOR NUMBER= \*\*\*\* [REDACTED]                      OFFSET: 00 OF 00  
VENDOR NAME: \* [REDACTED]  
CLAIMING AGENCY NUMBER: \*  
CLAIMING AGENCY NAME: \*  
CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 09/14/18 AT 12:51 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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## CONSTRUCTION MANAGER AGREEMENT

The Board of Directors, on the 27<sup>th</sup> day of **September, 2018**, 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 **ILLINOIS CONSTRUCTION & ENVIRONMENTAL CONSULTING, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSTRUCTION MANAGER".

### W I T N E S S E T H:

WHEREAS, the CONSTRUCTION MANAGER has submitted a proposal dated **September 5, 2018**, to provide construction management services for Contract No. **I-16-4274** for **Reagan Memorial Tollway, Illinois Route 47 Interchange, Mile Post 109.3**; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-2, Item 8**, staffed with professional licensed engineers, experienced and well-able to perform the construction section engineering services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

### ARTICLE I

#### General Provisions

A. The CONSTRUCTION MANAGER shall perform all construction management services for Contract No. **I-16-4274** for **Reagan Memorial Tollway, Illinois Route 47 Interchange, Mile Post 109.3** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the CONSTRUCTION MANAGER of **September 5, 2018**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

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

C. The CONSTRUCTION MANAGER shall perform its services hereunder with the same degree of care, skill and diligence as is ordinarily possessed and

exercised by a member of the same profession, currently practicing, under similar circumstances.

## ARTICLE II

### Time of Performance

Upon receipt of a Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or September 28, 2018** and ending **December 31, 2022**, in accordance with the schedule included in the attached proposal.

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

## ARTICLE III

### Compensation

The CONSTRUCTION MANAGER shall perform all construction management services as required herein, and the TOLLWAY shall pay the CONSTRUCTION MANAGER as compensation therefor, the CONSTRUCTION MANAGER'S actual payroll costs times a multiplier of **2.8000**, and reimbursement of certain direct expenses (as each of these amounts are shown in Exhibit "1"), with an upper limit of compensation of **Two Million, Ninety-Nine Thousand, Nine Hundred Ninety-Seven Dollars and Ninety-Eight Cents (\$2,099,997.98)**. If, in the opinion of the CONSTRUCTION MANAGER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the CONSTRUCTION MANAGER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior approval of the Chief Engineering Officer. The CONSTRUCTION MANAGER must ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XVIII.

## ARTICLE IV

### Compliance with State and Other Laws

The CONSTRUCTION MANAGER specifically agrees that in the performance of the services herein enumerated, the CONSTRUCTION MANAGER, its associates,

subcontractors, agents and employees will comply with any and all Federal laws, State statutes, local ordinances, rules and regulations.

#### Governing Law; Exclusive Jurisdiction

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

#### Confidentiality

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

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

#### ARTICLE V

##### Responsibility for Injuries and Damages

The CONSTRUCTION MANAGER shall be responsible for all injuries to persons and damages to property due to the activities of the CONSTRUCTION MANAGER, its associates, agents or employees, in connection with an error, omission, intentional, willful, wanton, or negligent act(s), and shall be responsible for all parts of its services, both temporary and permanent, relating to the performance of any services under this Agreement or in connection therewith. It is expressly understood that the CONSTRUCTION MANAGER shall indemnify and save harmless the TOLLWAY, its

Directors and the employees of the TOLLWAY from claims, suits, actions, damages and costs arising from, growing out of, an error, omission, intentional, willful, wanton or negligent act(s) of the CONSTRUCTION MANAGER under this Agreement, to the maximum extent permitted by law, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided. Nothing herein contained shall be construed as prohibiting the TOLLWAY, its Directors or the employees of the TOLLWAY from defending any actions and suits brought against them or any of them or from employing their own counsel in defense of all such actions and suits. It is understood and agreed that the CONSTRUCTION MANAGER is an independent contractor and as such is solely responsible for any and all of its activities hereunder.

## ARTICLE VI

### Insurance

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

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

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

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

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

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

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

## ARTICLE VII

### Ownership of Documents

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



the CONSTRUCTION MANAGER reuse any plans, it agrees to indemnify any and all persons or entities for any claims or actions resulting from its reuse to the extent that said claim or action results from such reuse. The TOLLWAY agrees to require any person (including the TOLLWAY itself) reusing the plans provided by the CONSTRUCTION MANAGER to abide by the terms and conditions set forth in this paragraph.

ARTICLE VIII  
Financial Statement

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

ARTICLE IX  
Successors and Assigns

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

ARTICLE X  
Subcontractors

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

ARTICLE XI  
Suspension

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

## ARTICLE XII

### Termination

#### A. Termination Without Cause

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

In the event the Chief Engineering Officer of the TOLLWAY requires additional services to be performed by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall prepare a Final Progress Report on completion of the additional services. The TOLLWAY will review the Final Progress Report and determine the percentage of completed services performed under the Agreement by the CONSTRUCTION MANAGER.

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

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

- d. Actual reimbursable direct expenses incurred for any wind-up work after the effective date of termination as directed to be performed by the Chief Engineering Officer of the TOLLWAY.

B. Termination for Cause

1. In the event the CONSTRUCTION MANAGER fails to meet any of its contractual obligations as set forth in this Agreement due to any of the herein stated conditions for termination for cause, then the TOLLWAY, at its option, may consider the Agreement as cancelled effective upon the delivery of written Notice of Termination for Cause to the CONSTRUCTION MANAGER, and may, as additional remedies and without prejudice to or waiver of any other right or remedy which it possesses hereunder or as a matter of law, complete the performance of the engineering services with its own forces, secure services from any other available source and any difference in cost shall be charged back to the CONSTRUCTION MANAGER, or at the option of the TOLLWAY, shall require the CONSTRUCTION MANAGER to promptly pay for or reimburse the TOLLWAY for any such difference in cost, or the TOLLWAY may deduct any such cost from any payments due or to become due the CONSTRUCTION MANAGER. In addition to any difference in cost for services incurred by the TOLLWAY, the CONSTRUCTION MANAGER shall reimburse the TOLLWAY for any costs, fees or expenses, including administrative, engineering and legal expenses incurred by the TOLLWAY due to the failure of the CONSTRUCTION MANAGER to meet such obligations. The foregoing costs, fees and expenses, may, at the direction of the TOLLWAY, be deducted from any sums remaining due for services properly performed prior to the effective date of the cancellation and termination.

2. Conditions for termination for cause are as follows:

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

contained in this Agreement and shall fail to take such steps as directed by the TOLLWAY to remedy such default within five (5) days after written notice thereof from TOLLWAY.

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

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIII

Solicitations

The CONSTRUCTION MANAGER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the TOLLWAY shall have the right to annul this Agreement

without liability, or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### ARTICLE XIV

##### Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the CONSTRUCTION MANAGER at **Illinois Construction & Environmental Consulting, Inc., 2399 Foster Avenue, Wheeling, Illinois 60090**, or to the Chief Engineering Officer, at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

#### ARTICLE XV

##### Record Retention and Audit

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

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

MANAGER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

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

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

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

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

## ARTICLE XVI

### Quality Assurance and Quality Control (QA/QC) Plan

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

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

## ARTICLE XVII

### Miscellaneous

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

## ARTICLE XVIII

### Inspector General

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

## ARTICLE XIX

### Engineer Selection Process

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

## ARTICLE XX

### Report of a Change in Circumstances

The CONSTRUCTION MANAGER agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the CONSTRUCTION MANAGER's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the CONSTRUCTION MANAGER's

Certification/Disclosure Forms, the CONSTRUCTION MANAGER's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, the CONSTRUCTION MANAGER agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONSTRUCTION MANAGER, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

## ARTICLE XXI

### EXPATRIATED ENTITIES

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



IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-16-4274 the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

ILLINOIS CONSTRUCTION &  
ENVIRONMENTAL CONSULTING, INC.

By [Redacted] 10/29/18  
Chair/Executive Director-Signature Date  
Robert Schillerstrom/Elizabeth Gorman

[Redacted] 9-11-18  
Date

Clayton Hamano  
Printed Name as Signed Above

APPROVED:

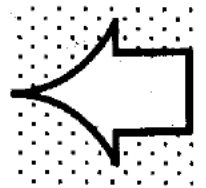
[Redacted] 11/26/18  
Chief Financial Officer - Signature Date  
Michael Colsch

APPROVED:

[Redacted] 10/24/18  
Acting General Counsel - Signature Date  
Elizabeth Oplawski

Approved as to Form and Constitutionality

[Redacted] 10 22-2018  
Attorney General, State of Illinois - Robert Lane - Signature Date



## CONSTRUCTION MANAGER PROPOSAL

### FOR CONTRACT NUMBER I-16-4274

This proposal, dated September 5, 2018, is submitted by Illinois Construction & Environmental Consulting, Inc. of Wheeling, IL for Construction Manager's Service.

#### DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract I-16-4274 for which we propose to provide Construction Manager Services is Reagan Memorial Tollway, Illinois Route 47 Interchange, M.P. 109.3, in Kane County (Counties), Illinois.

#### SCOPE OF CONSTRUCTION MANAGER SERVICES

Construction Manager Services following selection from PSB 18-2 will be provided for all items of work included in the Contract Requirements for the above Construction Contract and will conform with the Illinois State Toll Highway Authority's *Construction Manager's Manual*, in effect at the date the contract is awarded, and as revised thereafter, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY" current practices. These services shall include the responsibility for administration of the referenced Construction Contract in accordance with the applicable Construction Manager's Manual; manage the work as required by the Contract Documents; responsible for all on-site and off-site material testing; document all activities pertaining to the execution of the work; prepare all reports, payment estimates and other required documents; submit a "Record Drawing" set of plans; submit all project records, documents and the project close-out records properly indexed and cross-referenced in a manner which can be easily reviewed by the TOLLWAY at the same time the final pay estimate is submitted; and carry out the policies of the TOLLWAY.

#### FEE PROPOSAL

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

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

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

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

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

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

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

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

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

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

Reimbursement for the use of automotive vehicles furnished by the CONSTRUCTION

MANAGER will be in accordance with the State of Illinois Government Rate in effect on the date of this proposal (see Exhibit D).

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the CONSTRUCTION MANAGER, for all costs, shall be \$ 2,099,997.98 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Construction Management services for all items of work included in the Scope of Construction Manager Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the CONSTRUCTION MANAGER, Exhibits A-H (Cont.) must be submitted by the CONSTRUCTION MANAGER for TOLLWAY approval prior to commencement of the work.

CONTROL OF STAFF LEVELS - The CONSTRUCTION MANAGER is required at all times to review the staffing level as it relates to the Contractor's activities and/or progress. If at any time during the execution of the work, the CONSTRUCTION MANAGER determines that a change in staff is required, a written request to modify his/her staff must immediately be submitted to the TOLLWAY's Project Manager. If the

requested change in staffing levels would cause the total contract fee to be exceeded, he/she shall submit a written request for a change in the upper limit of compensation to the Chief Engineering Officer.

This request shall include the following:

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

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

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

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

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

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

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

of Insurance as Exhibit I. In the event there is a conflict between the terms of this proposal and the terms of the attached Contract the terms contained in the Contract shall control.

The CONSTRUCTION MANAGER also agrees that it shall be required to procure and maintain additional insurance, if any is listed below, under the same terms and conditions specified in the Contract. Specialized project specific insurance, namely Railroad Protective Liability insurance, may be considered for reimbursement as a direct cost.

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

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

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

THIS PROPOSAL FOR CONSTRUCTION MANAGER SERVICES FOR

CONTRACT I-16-4274

SUBMITTED BY:

FIRM NAME: Illinois Construction & Environmental Consulting, Inc.

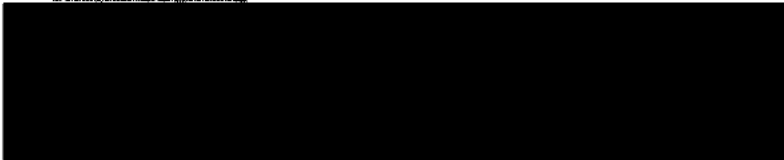
ADDRESS: 2399 Foster Avenue

CITY, STATE &  
ZIP CODE: Wheeling, IL 60090

TELEPHONE: 847-542-7500

FACSIMILE: 224-735-2946

SIGNED BY:



PRINTED NAME: Clayton Hamano

TITLE: President

**EXHIBIT G**

**CONTRACT I-16-4274**

**(Illinois Construction & Environmental Consulting, Inc.)**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-15-4242	Materials Engineering Upon Request	\$520,000.00	\$154,994.00	12/31/2018
RR-16-4250	Construction Management Services Upon Request Systemwide - On call As-needed	\$300,000.00	\$116,204.00	12/31/2018
C-91-127-16	Various Construction Program Management for Phase III Projects	\$102,156.00	\$37,407.00	12/31/2018
C-93-038-16	Construction Inspection for IL 178 over the Illinois River	\$825,000.00	\$445,859.00	8/31/2019
C-94-053-16	Materials Project Manager for Various Materials Inspections	\$337,500.00	\$220,670.00	7/13/2019
C-91-473-16	Various Quality Assurance Management	\$150,000.00	\$20,122.00	9/22/2018
RR-13-4117	Materials QA for Reagan Memorial EW	\$72,500.00	\$72,332.00	12/31/2018
C-91-232-17	Construction Inspection for I-290 Congress Pkwy - Jane Byrne Interchange	\$151,879.00	\$67,462.00	12/31/2018
C-91-237-17	Materials QA for IL 120 over US 41 - Skokie Hwy	\$125,280.00	\$85,585.00	12/31/2019
I-18-4356	Construction Inspection Tri-State Tollway, Roadway and Bridge Rehabilitation and Widening Wolf Road and Balmoral Avenue	\$600,000.00	\$565,183.00	12/31/2020

Rev. 5/21/2018  
PSB 18-1 & Later

EXHIBIT "1"

PAGE \_\_\_\_\_ OF \_\_\_\_\_

EXHIBIT "1"

Page 7 of 171





ILLINOIS TOLLWAY  
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-16-4274

CONTRACTOR/CONSULTANT (NAME): Illinois Construction & Environmental Consulting, Inc.

1. PAYMENT TERMS AND CONDITIONS:

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

2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.

3. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the

contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses,

losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
18. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable,

or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

19. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
20. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
21. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
22. **WARRANTIES FOR SUPPLIES AND SERVICES:**
  - 22.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
  - 22.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
  - 22.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
23. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
  - 23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
  - 23.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

25.2 **Report of a Change in Circumstances:** The Vendor 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 Vendor's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the Vendor's Certification/Disclosure Forms, the Vendor's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, Vendor agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the Vendor, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

**25.3 VENDOR SUPPLEMENTAL PROVISIONS**


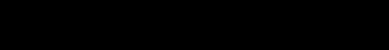
Vendor Supplemental Provisions:

**STATE OF ILLINOIS**  
**SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS**

\_\_\_\_\_ agrees with the terms and conditions set forth in the Professional Services Bulletin, 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.
	<b>STANDARD TERMS AND CONDITIONS</b>
<b>Section/ Subsection #</b>	State the exception such as "add," "replace," and/or "delete."
	<b>ADDITIONAL TERMS AND CONDITIONS</b>
<b>New Provision(s), # et. seq.</b>	<b>Section/Subsection New Number, Title of New Subsection:</b> State the new additional term or condition.

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

Agreed: Illinois Construction & Environmental Consulting, Inc.	Agreed:
By: 	By:
Signed: 	Signed:
Position: President	Position:
Date: 4/23/18	Date:



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

Date: April 23, 2018

Project Number: I-16-4274

Project Name: Reagan Memorial Tollway, Illinois Route 47 Interchange M.P. 109.3

DELINQUENT DEBT REVIEW

CONTRACTOR/  
CONSULTANT

Sub-Contractor/Consultant Disclosure.

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

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

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

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

Contractor/Consultant: Illinois Construction & Environmental Consulting, Inc.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: chamano@iceillinois.com

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

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

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
Apex Consulting Engineers, LLC	[REDACTED]	111 E. Wacker Dr. Suite# 520 Chicago, IL 60601	Construction Inspection	5%
Aqua Vitae Engineering, LLC	[REDACTED]	125 S. Burton Place Arlington Heights, IL 60005	Erosion/Sediment Control	1%
HR Green, Inc.	[REDACTED]	651 Prairie Pointe Drive Suite# 201 Yorkville, IL 60560	Document Technician	12%
H.W. Lochner, Inc.	[REDACTED]	225 West Washington Street 12 <sup>th</sup> Floor Chicago, IL 60606	Construction Inspection	12%



Program Management & Controls Services, LLC	██████████	46 South Waiola Avenue La Grange, IL 60525	Scheduling	1%
V3 Companies, Ltd.	██████████	7325 Janes Avenue Suite# 100 Woodridge, IL 60517	Survey	6%

Signature: \_\_\_\_\_

Date: 4/23/18

Printed Name: Clayton Hamano

# Certificate of Registration

**STATE BOARD OF ELECTIONS**

Registration No. 27189

**Illinois Construction & Environmental  
Consulting, Inc.**

2399 Foster Avenue

Wheeling IL 60090

Information for this business last updated on:

Tuesday, August 22, 2017

Certificate produced on Tuesday, August 22, 2017 at 12:53 PM



EXHIBIT "1"

Page 17 of 171

**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: Illinois Construction & Environmental Consulting, Inc.

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

or

Employer Identification Number: 

Legal Status (check one):

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

Signature of Authorized Represent 

Date: April 17, 2018

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

IPB Reference #: 22042196      Procurement/Contract #: I-16-4274

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 that is active and not expired.

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 #: 20315649    IPG Expiration Date: 2/21/19

**2. Certification Timely to this Solicitation or Contract**

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

Yes     No

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

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

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

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

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

**4. Disclosure of Current and Pending Contracts**

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

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

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

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
See 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.

**5. Signature**

As of the date signed below, I certify that:

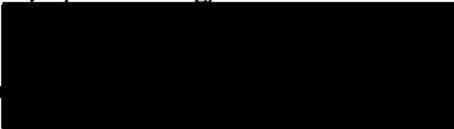
- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

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

This disclosure information is submitted on behalf of:

Vendor Name: Illinois Construction & Environmental Consulting, Inc. Phone: 847-542-7500  
 Street Address: 2399 Foster Avenue Email: chamano@iceillinois.com  
 City, State, Zip: Wheeling, IL 60090 Vendor Contact: Clayton Hamano

Signature



Date: 4/17/18

Printed Name: Clayton Hamano

Title: President

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin#
Illinois State Toll Highway Authority	Materials Engineering Upon Request	Contract	\$400,000	22036576 RR-15-4242
Illinois State Toll Highway Authority	Systemwide Construction Services Upon Request	Contract	\$300,000	22037744 RR-16-4250
Illinois Department of Transportation	Various Construction Program Management for Phase III Projects	Contract	\$125,000	PTB 178-010 C-91-127-16
Illinois Department of Transportation	Construction Inspection for IL 178 over the Illinois River	Contract	\$825,000	PTB 179-013 C-93-038-16
Illinois Department of Transportation	I-55 (Stevenson Expressway): Weber Rd to Willow Springs Rd	Contract	\$138,334	PTB# 180-006 C-91-232-16
Illinois Department of Transportation	Materials Project Manager for Various Materials Inspections	Contract	\$337,500	PTB# 180-015 C-94-053-16
Illinois Department of Transportation	Various Quality Assurance Management for Aggregate/HMA/PCC and other Material Inspection Projects	Contract	\$150,000	PTB# 181-002 C-91-473-16
Illinois State Toll Highway Authority	Elgin O'Hare Western Access at Western Access Interchange – CM Services	Pending Contract	TBD	22040273 I-17-4679
Illinois State Toll Highway Authority	Reagan Memorial Tollway, Roadway Reconstruction East West Connector	Contract	\$72,500	22040275 RR-13-4117
Illinois Department of Transportation	Construction inspection for the improvement of I-90 at I-290/Congress Pkwy (Jane Byrne Interchange)	Contract	\$151,000	PTB# 184-014 C-91-232-17
Illinois Department of Transportation	Construction inspection for the improvement of IL 120; over US 41 (Skokie Hwy)	Contract	\$125,000	PTB# 184-009 C-91-237-17

Illinois State Toll Highway Authority	Tri-State Tollway (I-94), Pavement and Structural Preservation and Rehabilitation CM Services	Pending Contract	TBD	22041933 RR-16-4277
Illinois State Toll Highway Authority	Tri-State Tollway (I-294), Pavement and Structural Rehabilitation CM Services	Pending Contract	TBD	22041934 RR-17-4314
Illinois State Toll Highway Authority	Tri-State Tollway (I-294), Roadway and Bridge Rehabilitation and Widening CM Services	Pending Contract	TBD	I-18-4356

## Vendor Registration: View

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

Illinois Construction &amp; Environmental Consulting, Inc.

System Vendor Number: 20315649

## Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	2/20/2018
STATUS	Accepted
REVIEWER	<a href="#">Jason Perry</a>
DATE REVIEWED	2/21/2018
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	2/21/2019
FLAG FORM	<a href="#">Add Flag</a>

## Settings

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

## Entity Information

BUSINESS NAME	Illinois Construction & Environmental Consulting, Inc.
CONTACT FOR THIS SUBMISSION	<a href="#">Clayton Hamano (change contact)</a>
PRIMARY CONTACT EMAIL	<a href="mailto:chamano@iceillinois.com">chamano@iceillinois.com</a>
PHONE	847-542-7500
FAX	224-735-2946
COMPANY EMAIL	<a href="mailto:chamano@iceillinois.com">chamano@iceillinois.com</a>
TAX ID NUMBER	██████████
COMPANY TYPE	Corporation
ADDRESS	2399 Foster Avenue Wheeling, IL 60090 <a href="#">[edit address]</a>



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Illinois Construction & Environmental Consulting, Inc.

System Vendor Number: 20315649

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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	2/20/2018
STATUS	Accepted
BUSINESS NAME	Illinois Construction & Environmental Consulting, Inc.
POINT OF CONTACT	<u>Clayton Hamano</u>
FLAG FORM	<u>Add Flag</u>

A. Business Information	
1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor <span style="float: right;">PB</span>
2. NAME OF CEO/BUSINESS OWNER	Clayton Hamano <span style="float: right;">PB</span>
3. ANNUAL SALES/GROSS RECEIPTS	1,619,586 <span style="float: right;">PB</span>
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	04/18/2014 <span style="float: right;">PB</span>
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide. <span style="float: right;">PB</span>
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Clayton Hamano <span style="float: right;">PB</span>
CONTACT PERSON TITLE	President
CONTACT PERSON PHONE	847-542-7500
CONTACT PERSON EMAIL	chamano@iceillinois.com

B. Additional Information	
1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Business Enterprise Program (BEP) / Veterans Business Program (VBP)Chief <b>Procurement Office (CPO)Small Business Set-Aside Program (SBSP)</b> <span style="float: right;">PB</span>

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Illinois Construction & Environmental Consulting, Inc.

System Vendor Number: 20315649

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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	2/20/2018
STATUS	Accepted
BUSINESS NAME	Illinois Construction & Environmental Consulting, Inc.
POINT OF CONTACT	<a href="#">Clayton Hamano</a>
FLAG FORM	<a href="#">Add Flag</a>

C. Small Business Set-Aside Program									
1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	Yes - My business is already registered in this program and I would like to re-qualify								
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Document</th> <th style="text-align: left; border-bottom: 1px solid black;">Status</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"><b>SBSP Re-Qualification Statement</b></td> <td style="padding: 5px;">Attached by Clayton Hamano on 2/20/2018</td> </tr> <tr> <td style="padding: 5px;"><b><a href="#">SBSP Re-Qualification Statement.pdf</a></b></td> <td></td> </tr> <tr> <td style="padding: 5px;">(PDF, 400.43 KB)</td> <td></td> </tr> </tbody> </table>	Document	Status	<b>SBSP Re-Qualification Statement</b>	Attached by Clayton Hamano on 2/20/2018	<b><a href="#">SBSP Re-Qualification Statement.pdf</a></b>		(PDF, 400.43 KB)	
Document	Status								
<b>SBSP Re-Qualification Statement</b>	Attached by Clayton Hamano on 2/20/2018								
<b><a href="#">SBSP Re-Qualification Statement.pdf</a></b>									
(PDF, 400.43 KB)									

Additional Information	
STAFF ATTACHED FILE(S)	<div style="border: 1px solid black; padding: 5px; display: inline-block;">Attach File</div>
<a href="#">Refresh List</a> after attaching file(s).	

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Illinois Construction & Environmental Consulting, Inc.

System Vendor Number: 20315649

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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	2/20/2018
STATUS	Accepted
BUSINESS NAME	Illinois Construction & Environmental Consulting, Inc.
POINT OF CONTACT	<a href="#">Clayton Hamano</a>
FLAG FORM	<a href="#">Add Flag</a>

D. Department of Human Rights (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	13 <span style="float: right;"></span>
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business is not required to have a DHR Number because we had fewer than 15 employees at all times within the past year. <span style="float: right;"></span>

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 <span style="float: right;"></span>

Additional Information	
STAFF ATTACHED FILE(S)	<div style="border: 1px solid black; padding: 2px 10px; display: inline-block;">Attach File</div>
<a href="#">Refresh List</a> after attaching file(s).	

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Illinois Construction &amp; Environmental Consulting, Inc.

System Vendor Number: 20315649

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## Vendor Registration

FORM NAME	<b>F - G. Certifications &amp; Board of Elections</b>
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	2/20/2018
STATUS	Accepted
BUSINESS NAME	Illinois Construction & Environmental Consulting, Inc.
POINT OF CONTACT	<a href="#">Clayton Hamano</a>
FLAG FORM	<a href="#">Add Flag</a>

## 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. 70

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 70

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 70

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 70

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 70

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

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

N/A

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

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

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.

27189

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

[Customer Support](#)

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Illinois Construction & Environmental Consulting, Inc.

System Vendor Number: 20315649

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	2/20/2018
STATUS	Accepted
BUSINESS NAME	Illinois Construction & Environmental Consulting, Inc.
POINT OF CONTACT	<a href="#">Clayton Hamano</a>
FLAG FORM	<a href="#">Add Flag</a>

**H. Iran Disclosure**

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? 7

No business operations to disclose.

**Additional Information**

STAFF ATTACHED FILE(S)

**Attach File**

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



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Illinois Construction & Environmental Consulting, Inc.

System Vendor Number: 20315649

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**Vendor Registration**

FORM NAME	<b>I. Financial Disclosure &amp; Conflicts of Interest</b>
DESCRIPTION	<b>Complete the Financial Disclosure &amp; Conflicts of Interest form</b>
DATE SUBMITTED	2/20/2018
STATUS	Accepted
BUSINESS NAME	Illinois Construction & Environmental Consulting, Inc.
POINT OF CONTACT	<u>Clayton Hamano</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.pdf</u> (PDF, 83.98 KB)	Attached by Clayton Hamano on 2/20/2018

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

Yes

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

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

**Not applicable - For-Profit Entity**

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

No

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

No

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

No

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

No

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

No

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

No

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

No

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

THE PREVIOUS 2 YEARS?

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

Vendor Name: Illinois Construction & Environmental Consulting, Inc.

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
Clayton Hamano	4120 Walters Ave Northbrook, IL 60062	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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2018

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).

<b>PRODUCER</b> Assurance Agency, Ltd 1750 E Golf Road Suite 1100 Schaumburg IL 60173		<b>CONTACT NAME:</b> Linda Luebking <b>PHONE (A/C, No, Ext):</b> (847) 797-5700 <b>E-MAIL ADDRESS:</b> lluebking@assuranceagency.com		<b>FAX (A/C, No):</b> (847) 440-9123
<b>INSURED</b> Illinois Construction and Environmental Consulting Inc. 2399 Foster Avenue Wheeling IL 60090		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
ILLICON-01		<b>INSURER A:</b> Continental Casualty Co		20443
		<b>INSURER B:</b> Kinsale Insurance Company		38920
		<b>INSURER C:</b> AmTrust Insurance Company of Kansas		
		<b>INSURER D:</b> Technology Ins. Co.		42376
		<b>INSURER E:</b> Nat'l Fire Ins of Hartford		20478
		<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 1104299678

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		B5011717335	9/19/2017	9/19/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Deductible \$ -0-
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		KPP104070401	9/19/2017	9/19/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 5 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ -0-
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		B6011720672	9/19/2017	9/19/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		TWC3664222	9/19/2017	9/19/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability		01000233953	9/19/2017	9/19/2018	\$2,000,000 Limit \$10,000 Deductible

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

Re: Contract# I-16-4274 - Illinois Route 47 Interchange Reagan Memorial Tollway (I-88) Sta. 5760 +30 to Sta. 5822+20 (M.P. 108.8) to IL 56 (M.P. 109.9)

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability & Auto Liability on a primary and non-contributory basis with respect to operations performed by the Named insured in connection with this project.  
The Illinois State Toll Highway Authority

Umbrella follows form

**CERTIFICATE HOLDER****CANCELLATION**

Illinois State Toll Highway Authority 2700 Ogden Ave. Downers Grove IL 60515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

**1. ADDITIONAL INSURED – BLANKET VENDORS**

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
- 4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

**2. MISCELLANEOUS ADDITIONAL INSUREDS**

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

- 1. Currently in effect or becoming effective during the term of this policy; and
- 2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

**a. Additional insured – Your Work**

That person or organization for whom you do work is an additional insured solely for liability

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due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

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

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

**b. State or Political Subdivisions**

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

**c. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

**d. Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**e. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**f. Owners/Other Interests - Land Is Leased**

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**g. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

**h. Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

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

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

**3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:**

**H. Other Insurance**

- 4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

**4. LEGAL LIABILITY - DAMAGE TO PREMISES**

- A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k.

Damage To Property, is replaced by the following:

**k. Damage To Property**

"Property damage" to:

- 1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- 2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- 3. Property loaned to you;
- 4. Personal property in the care, custody or control of the insured;
- 5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
- 6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D - Liability and Medical Expenses Limits of Insurance.

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Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

- C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

- 5. **Blanket Waiver of Subrogation**

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

- 6. **Broad Knowledge of Occurrence**

The following items are added to E. Businessowners General Liability Conditions in the Businessowners Liability Coverage Form:

- e. Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;

- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph e. applies separately to you and any additional insured.

- 7. **Bodily Injury**

Section F. Liability and Medical Expenses Definitions, item 3. "Bodily Injury" is deleted and replaced with the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

- 8. **Expanded Personal and Advertising Injury Definition**

- a. The following is added to Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- 1. Not done intentionally by or at the direction of:
  - a. The insured; or
  - b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

- 2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- b. The following is added to Exclusions, Section B.:

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (Expanded Personal and Advertising Injury) does not apply if

Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

**9. Personal and Advertising Injury Re-defined**

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.

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Insured: Illinois Construction and Environmental Consulting, Inc.

Effective Date: 9/19/17

POLICY NUMBER: KPP1040704 01

COMMERCIAL AUTO  
CA990187 0715

**This Endorsement Changes The Policy. Please Read It Carefully**

## **BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT**

This endorsement modifies insurance provided by 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.

**A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Insured Status for Certain Entities.**

Item 1. **Who is an Insured** of Paragraph A. **Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,
  - (1) coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - (2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and
  - (3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

- e. 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.
- f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

**B. Increase Of Loss Earnings Payment**

Subpart (4) of **a. Supplementary Payments** of Item 2. **Coverage Extensions** of Paragraph A. **Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

- (4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 per day because of time off from work.

**C. Fellow Employee Injured By Covered Auto You Own Or Hire**

Item 5. **Fellow Employee** of Paragraph B. **Exclusions** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

13-52 / KPP1040704-01



**D. Limited Automatic Towing Coverage**

Item 2. Towing, of Paragraph A. Coverage, under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:

**2. Towing**

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

- a. The limit for towing and labor for each disablement is \$500;
- b. No deductible applies to this coverage.

**E. Item 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:**

**Glass Repair Coverage**

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

**F. Increase Of Transportation Expense Coverage**

Subpart a. Transportation Expenses of Item 4. Coverage Extensions of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**G. "Personal Effects" Coverage**

Item 4. Coverage Extensions of Paragraph A. Coverage, under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

**"Personal Effects" Coverage**

We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of \$2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

**H. "Downtime Loss" Coverage**

Item 4. Coverage Extensions, of Paragraph A. Coverage, under SECTION III. PHYSICAL DAMAGE COVERAGE, is amended to add:

**"Downtime Loss" Coverage**

We will pay any resulting "downtime loss" expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide "downtime loss" beginning on the 5<sup>th</sup> day after we have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs;
- b. Coverage for "downtime loss" expenses will end when any of the following occur:
  - (1) You have a spare or reserve "auto" available to you to continue your operations.
  - (2) You purchase a replacement "auto".
  - (3) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.
  - (4) You reach the 30 day maximum coverage.

- I. **Item 4. Coverage Extensions, of Paragraph A. Coverage, under SECTION III. PHYSICAL DAMAGE COVERAGE, is amended to add:**

We will pay any resulting rental reimbursement expenses incurred by you for a rental of an "auto" because of "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide rental reimbursement incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy expiration, with the number of days reasonably required to repair or replace the covered "auto". If the "loss" is caused by theft, this number of days is the number of days it takes to locate the covered "auto" and return it to you or the number of days it takes for the claim to be settled, whichever comes first.
- b. Our payment is limited to necessary and actual expenses incurred.
- c. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- d. If a "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

J. **"Personal Effects" Exclusion**

Paragraph B. Exclusions under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

**"Personal Effects" Exclusion**

We will not pay for "loss" to "personal effects" of any of the following:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.
- b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.
- c. Paintings, statuary and other works of art.

- d. Contraband or property in the course of illegal transportation or trade.
- e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

K. **Accidental Airbag Discharge Coverage**

Item 3.a. of Paragraph B. Exclusions under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

L. **Loan or Lease Gap Coverage**

Paragraph C. Limit Of Insurance under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
  - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
  - (4) Security deposits not refunded by the lessor; and
  - (5) Carry-over balances from previous loans or leases



**M. Aggregate Deductible**

Paragraph D. Deductible under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

**N. Diminishing Deductible**

Paragraph D. Deductible under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

Loss Free Policy Periods With the Expansion Endorsement	Deductible Reduction on the first "loss"
1	0%
2	25%
3	50%
4	75%
5	100%

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declarations page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

**O. Knowledge of Loss and Notice To Us**

Subsection a. of Item 2. Duties In the Event of Accident, Claim, Suit or Loss of Paragraph A. Loss Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;

- (3) An "executive officer" or director, if you are a corporation;
- (4) A manager or member, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your legal representative.

**P. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract**

Item 5. Transfer Of Rights Of Recovery Against Others To Us of Paragraph A. Loss Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:

**5. Transfer of Rights of Recovery Against Others To Us**

If any person or organization to or for whom we make payments under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

**Q. Insurance is Primary and Noncontributory**

Subpart a. of Item 5. Other Insurance of Paragraph B. General Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:

- a. This insurance is primary and noncontributory, as respects any other insurance, if required in a written contract with you.

**R. Other Insurance – Hired Auto Physical Damage**

Subpart b. of Item 5. Other Insurance of Paragraph B. General Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:

- 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".

**S. Unintentional Failure To Disclose Hazards**

Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

**T. Additional Definition**

**SECTION V – DEFINITIONS** is amended to add:

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and
2. Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

**In this endorsement, Headings and Titles are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.**



# Contract Information Sheet

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

Consultant Name: Illinois Construction & Environmental Consulting, Inc.

Contract Number: I-16-4274

Proposal Date: 9/5/2018

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-16-4274 Consultant: Illinois Construction & Environmental Consulting, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Project Manager	64	31											1	96
Project Engineer														
Resident Engineer	160	80												240
Civil Engineer	160	80												240
Materials QA 1														
Materials QA 2														
<b>TOTALS</b>	384	191											1	576





## ALLOWABLE DIRECT COSTS

**08.01.2018**

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

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

## ALLOWABLE DIRECT COSTS

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*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

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

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

### NOTES:

- For 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-16-4274

Consultant: Illinois Construction & Environmental Consulting, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** Michael D. Brangenberg

**Project Engineer:** Senral L. Stewart (Materials Coordinator)

**Resident Engineer:** Chad Peterson

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: Jolie Gallaway

Classification: Material QA Technician 1

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

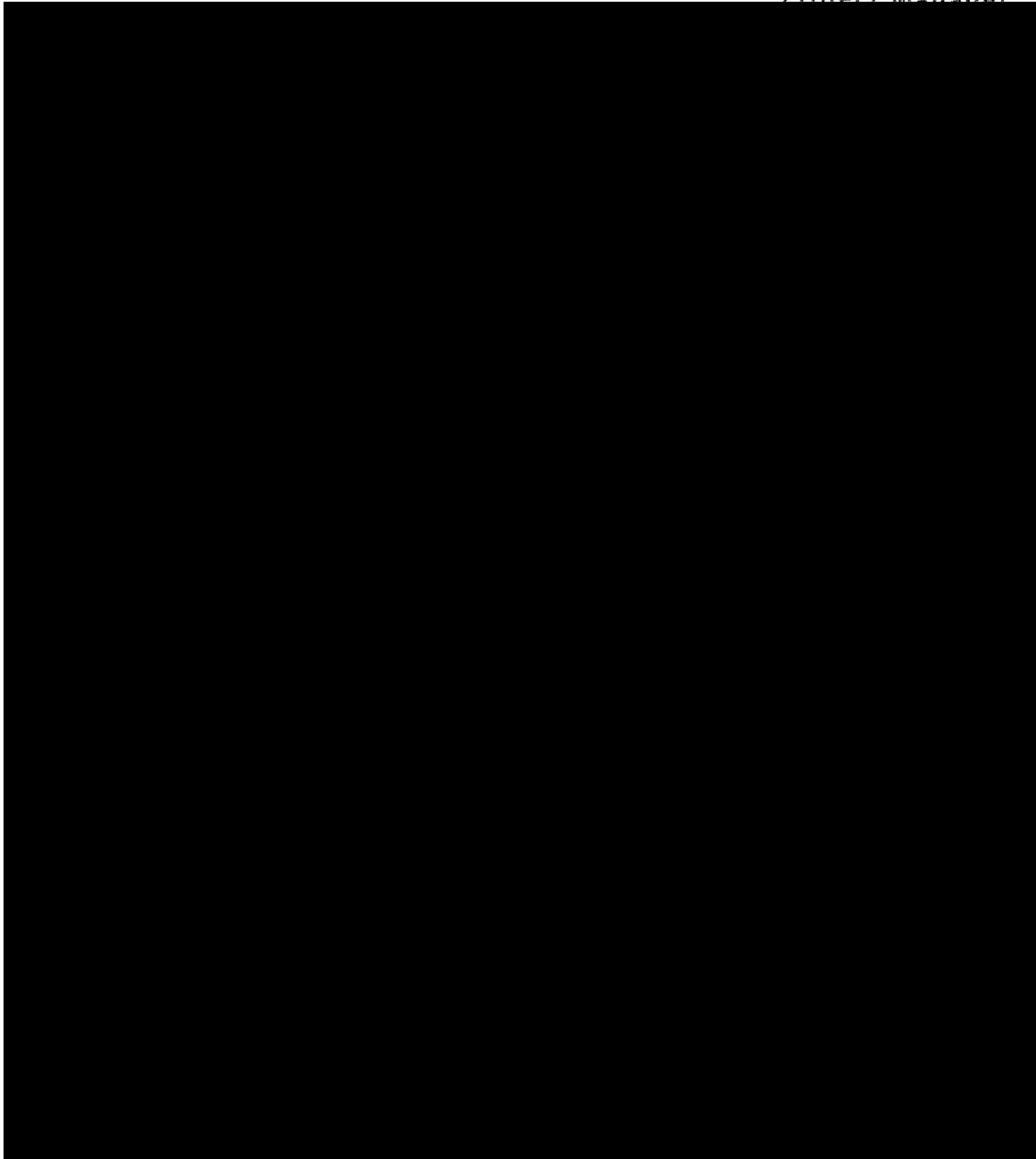
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Classification: \_\_\_\_\_



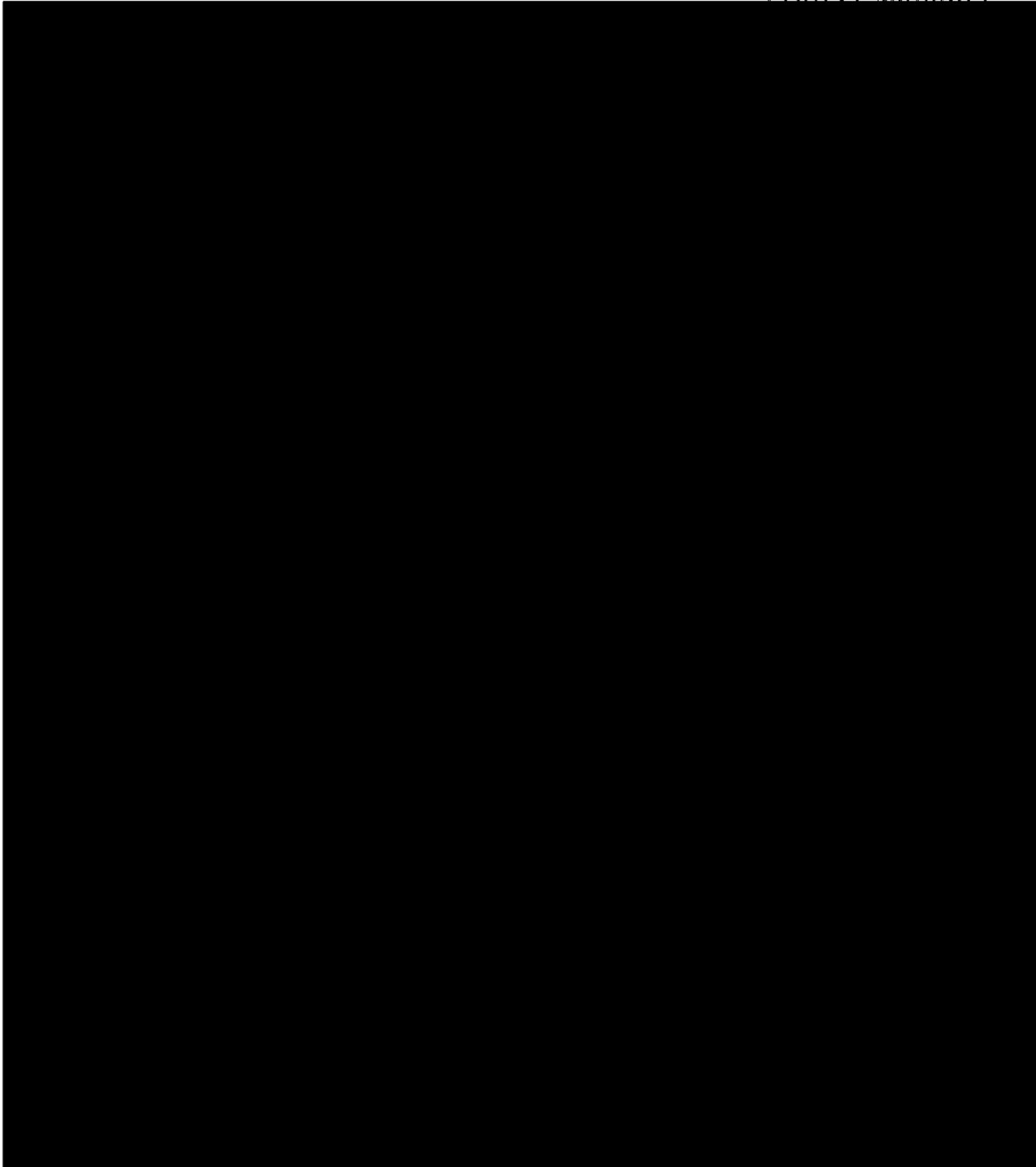


Michael D. Brangenberg  
Project Manager



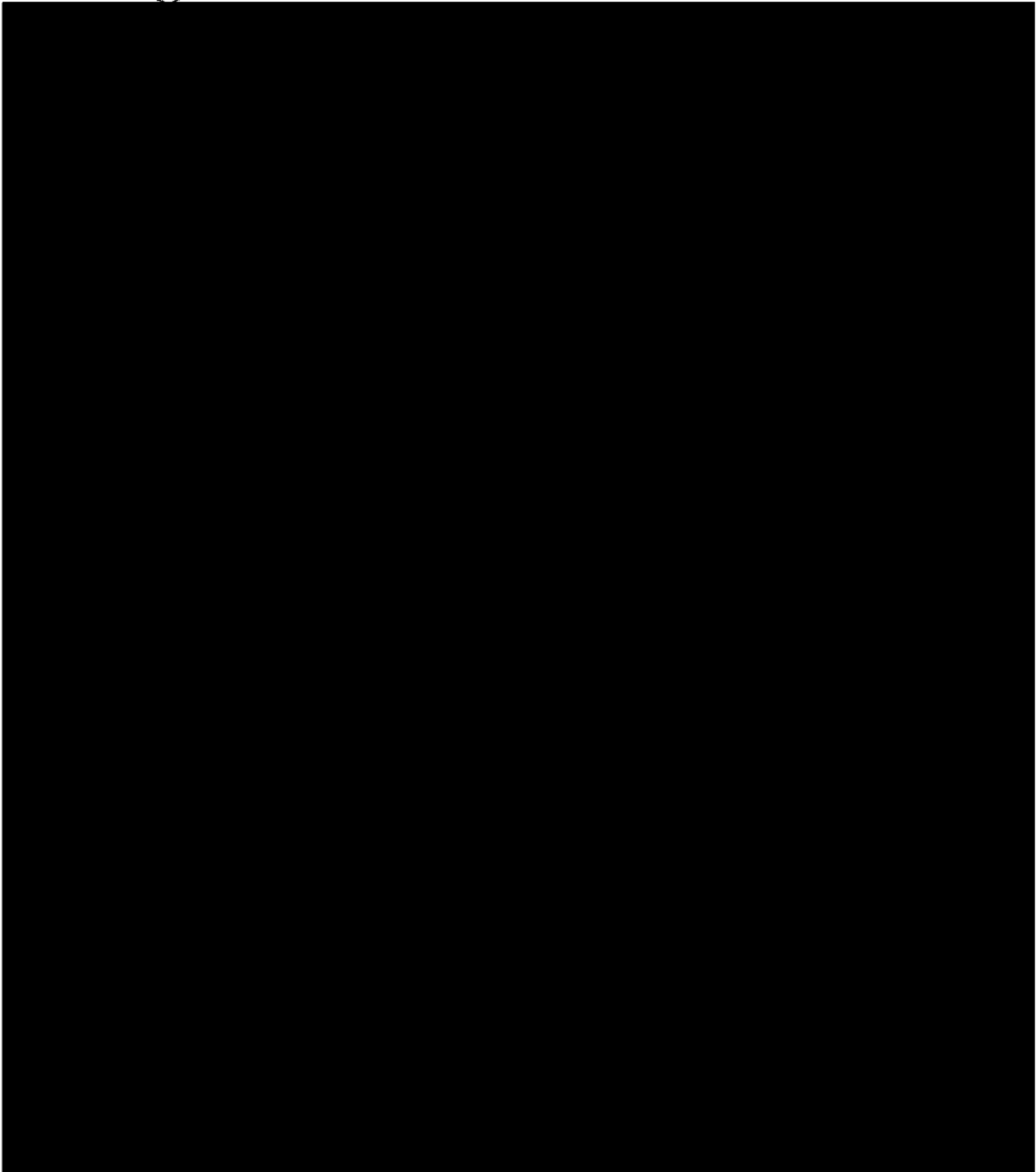


Michael D. Brangenberg  
Project Manager



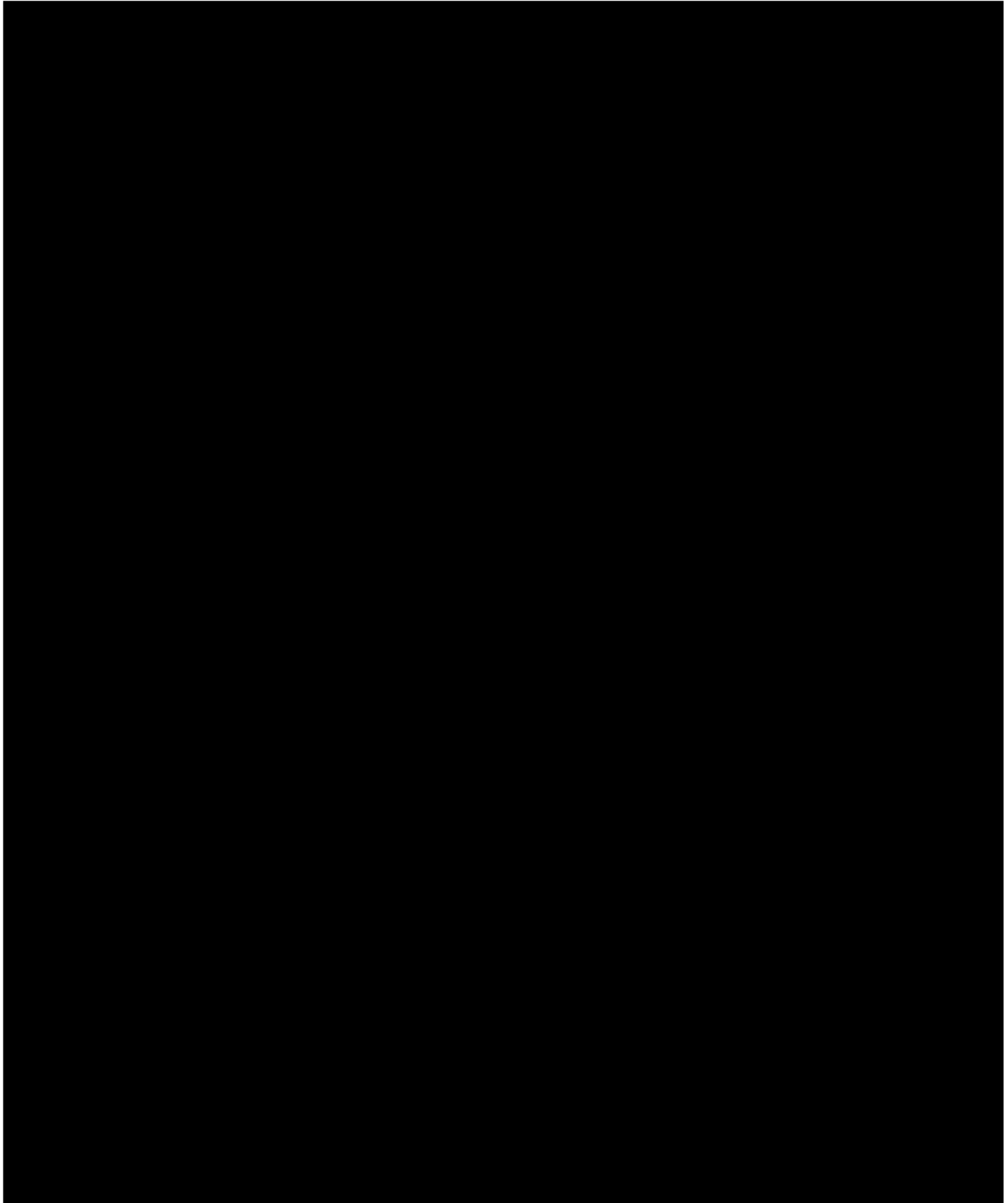


Sentral L. Stewart  
Materials Coordinator



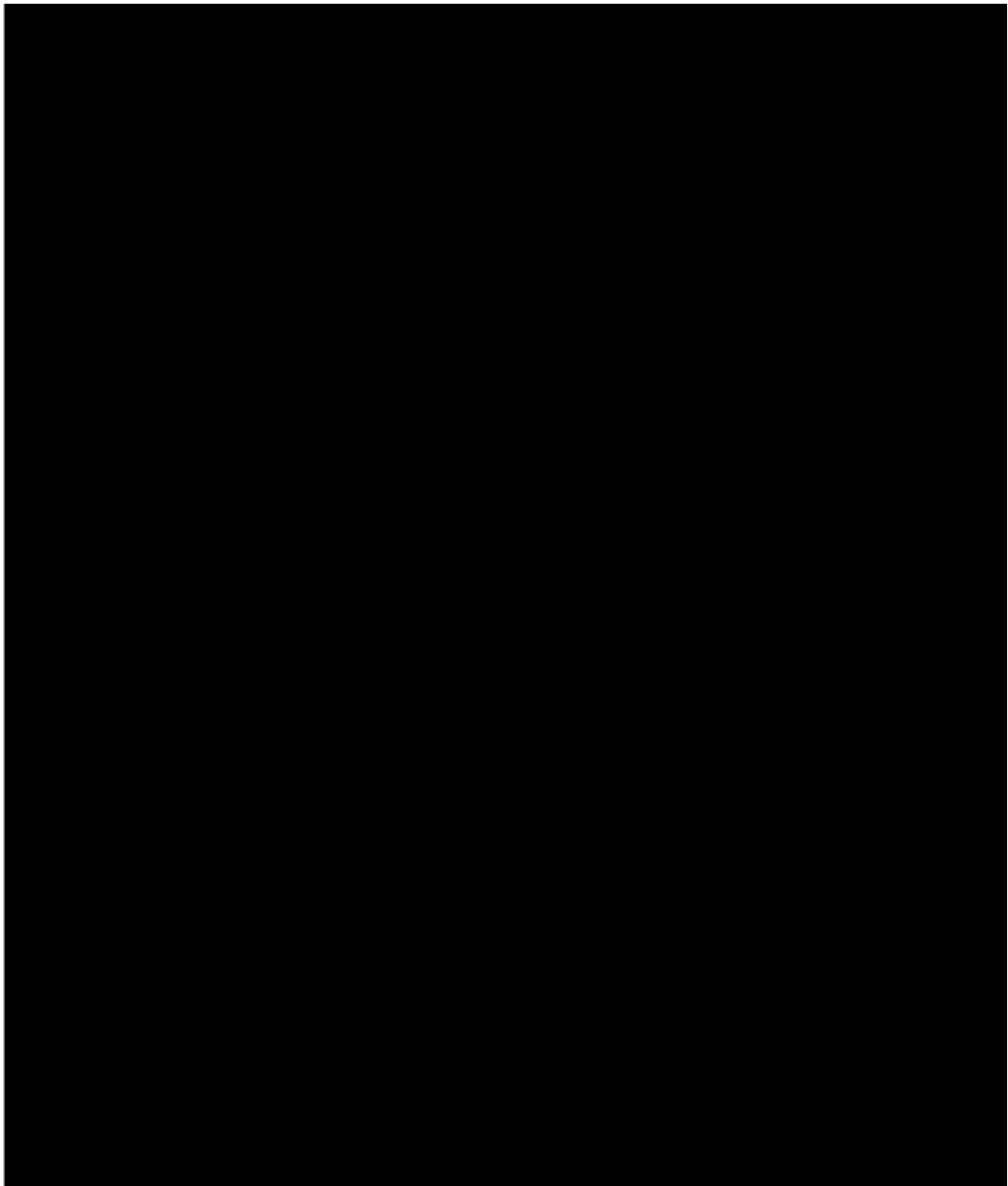


Sentral L. Stewart  
Materials Coordinator



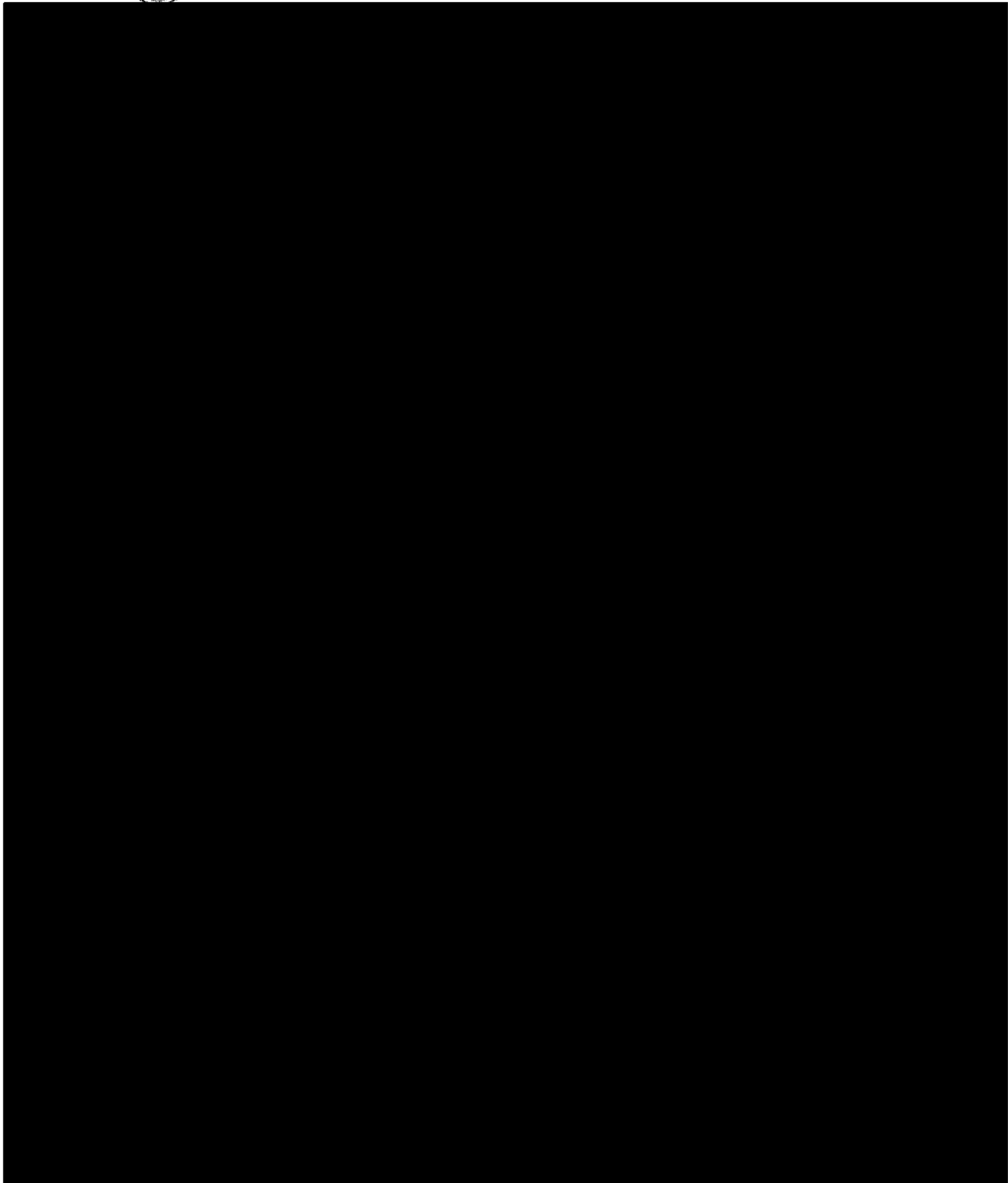


**Chad Peterson, PE**  
Resident Engineer



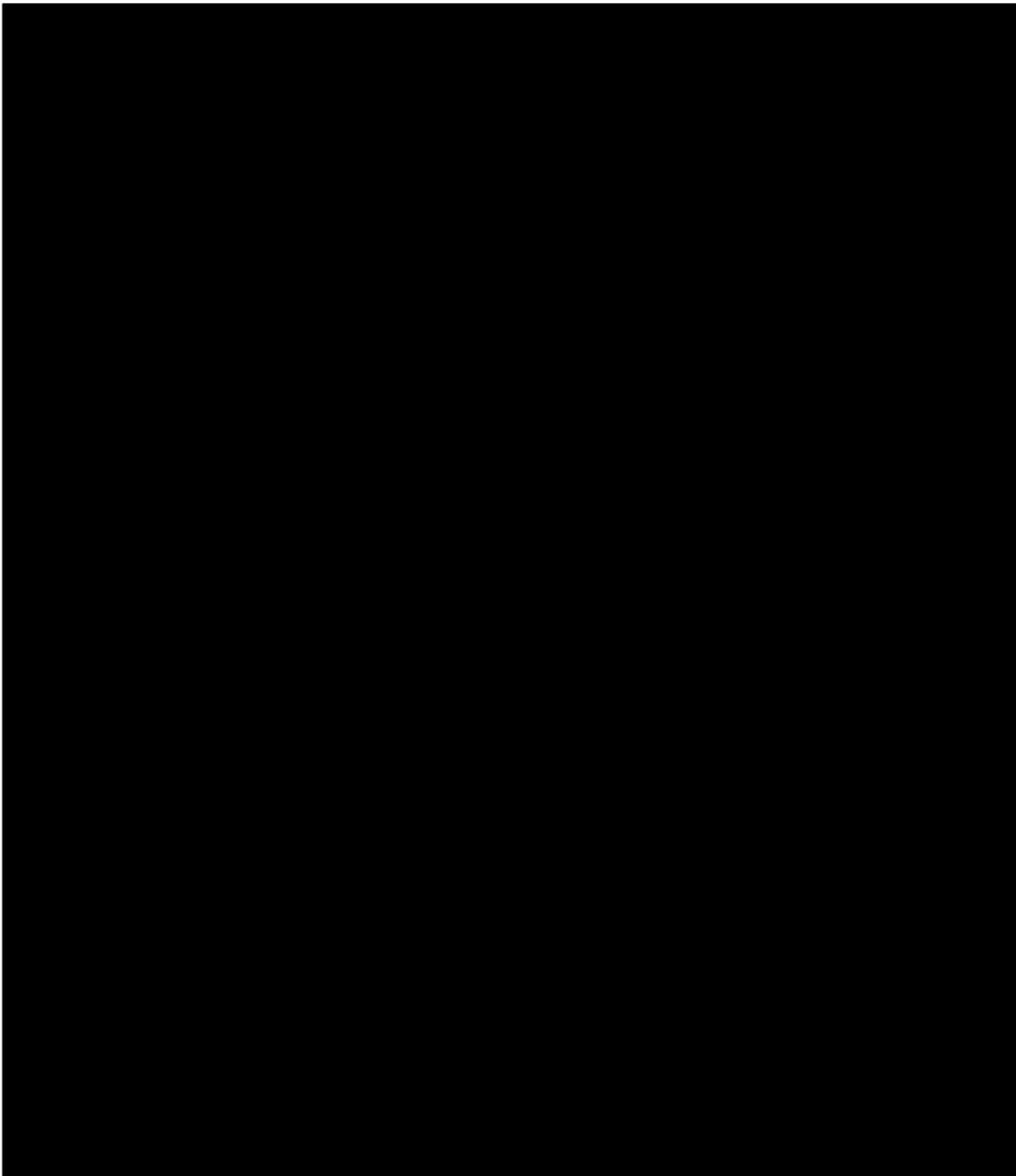


Chad Peterson, PE  
Resident Engineer



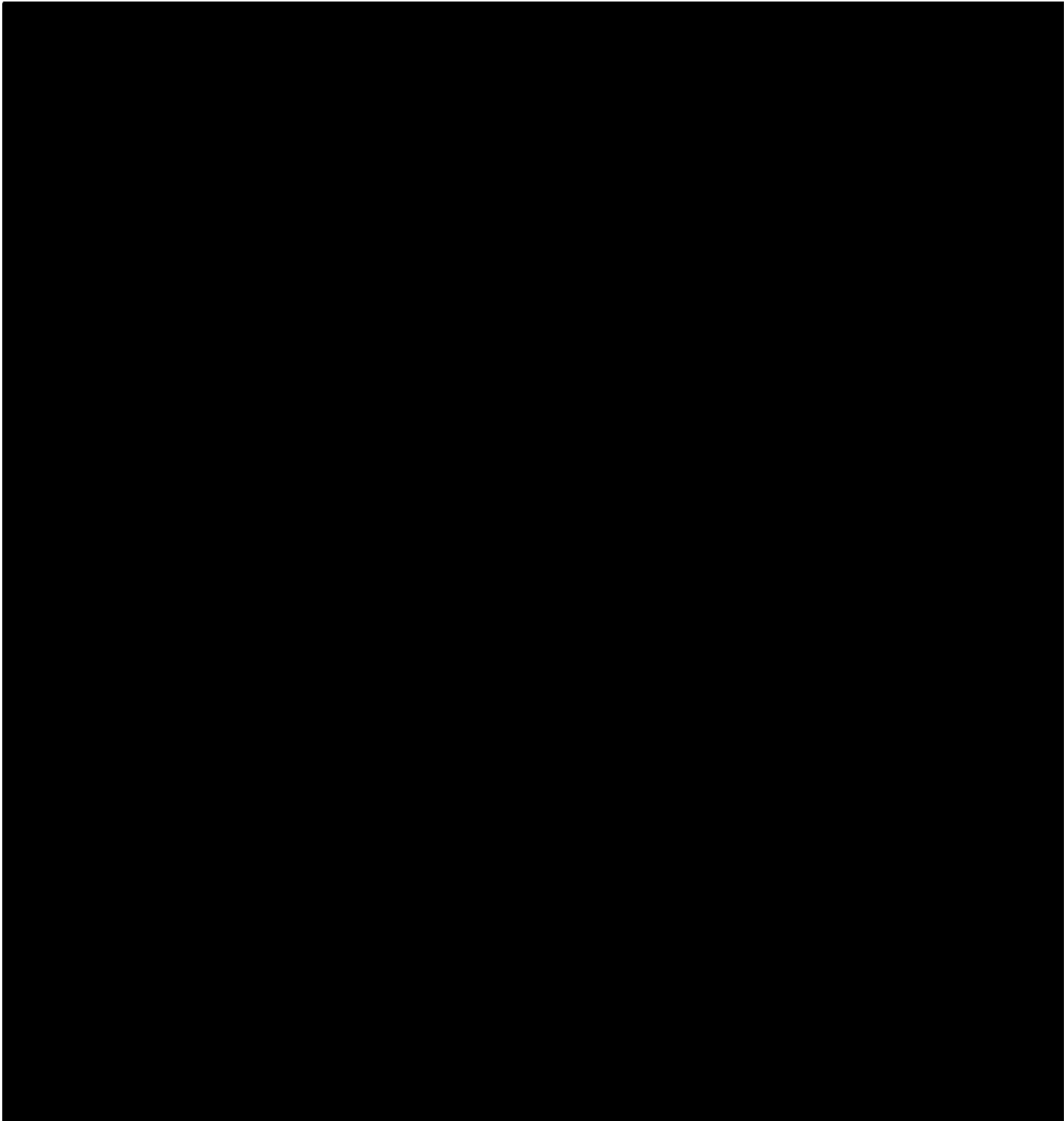


Jolie Gallaway  
QA Technician





Jolie Gallaway  
QA Technician





# **Exhibit F**

## **Scope of Work**

**Illinois Route 47 Interchange  
Reagan Memorial Tollway (I-88)  
Sta. 5760 +30 to Sta. 5822+20  
(M.P. 108.8) to IL 56 (M.P. 109.9)**

Contract No. I-16-4274

**Illinois State Toll Highway Authority**

## I. PROJECT DESCRIPTION

This project is to perform Phase III engineering services for proposed Illinois Route 47 Interchange on Reagan Memorial Tollway from M.P. 108.8 to M.P. 109.9 in Kane County Illinois. These Phase III engineering services will be required for the following construction contracts:

1. Construction contract scheduled for 2019 construction season, for Illinois Route 47 Interchange on Reagan Memorial Tollway (I-88) between M.P. 108.8 and M.P. 109.9.
2. Tentative Small Business Set-aside contract scheduled for 2020 construction for resurfacing of the Salt Dome at Illinois Route 47 at M.P. 109.3.

The Consultant will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation SS4 and geopak SS4 capabilities. All final documents shall be submitted in pdf format as well as electronic design format (dgn and XML) and follow the Tollway CADD Manual. All CADD file documents shall be required to contain all record drawing modifications. The consultant will be required to participate in lessons learned activities regarding the 3D model pilot initiative and provide review and input on Phase III requirements.

## II. CONSTRUCTION MANAGEMENT (CM) SERVICES

### A. EXECUTION OF ENGINEERING SERVICES

1. The CM shall furnish services in accordance with the articles contained in the Authority's CM Manual dated March 2018, and all applicable Tollway Criteria, Manuals, and Bulletins.
2. In addition to the requirements listed in the CM Manual, the CM should monitor the Contractor's adherence to the DBE plan, request any changes to the DBE plan in writing from the Contractor, review any Contractor requested changes to the DBE plan, provide a recommendation to the Tollway, monitor the status of DBE documentation and coordinate the approval of such with
3. The CM will be responsible to oversee and document any utility relocations or new service installation and include location and depth within the as-built file.

### B. QUALITY ASSURANCE

1. Construction management services are required to provide materials testing and quality assurance (QA) for the projects denoted above.

2. QA will be in accordance with the Toll Highway Authority (ISTHA) supplemental specifications, applicable contract special provisions, Illinois Department of Transportation (IDOT) standard specifications and all QC/QA specifications.
3. CM will be responsible for QA plant and jobsite testing of asphalt mixtures, concrete mixtures (except concrete mixtures at a precast facility), recycled concrete aggregates, and recycled asphalt aggregates. The CM is also responsible for off-site and job site testing of embankment materials.

**C. SCHEDULE REVIEW**

1. The CM shall review the qualifications of the Contractor's proposed Scheduler as submitted at the Preconstruction Meeting, and recommend approval or rejection to the Tollway as appropriate.
2. The CM shall review, analyze, and provide comments/recommendations to the Tollway regarding the Contractor's proposed Baseline Schedule, Revised Baseline Schedule (RBS), and Monthly Schedule Updates (MSU) within 5 days of submittal by the Contractor.
3. The CM shall be sufficiently familiar with the Plans to determine that the Contractor's Baseline and MSU reflect the actual developing site conditions, optimize critical path durations, and make the most efficient use of the resources allotted for the Work.
4. It shall be the responsibility of the CM to review the MSU's to verify that progress on the controlling items is maintained. If progress is behind schedule or if a significant number of items are approaching criticality, the CM shall recommend that the Tollway require that a RBS be submitted by the Contractor, pursuant to the Progress Schedule Requirements, Article 108.02 (b).
5. The CM shall monitor construction progress, particularly as it compares to the Contractor's approved Baseline Schedule, RBS, and MSU, as applicable. The CM review of the Contractor's Baseline schedule submission should include review as described in the CM Manual.
6. The CM is required to follow the Construction Schedule Review (CSR) in the Web-based Project Management System to manage the review of all Contractor's schedule submissions including the Baseline, the Revised Baseline Schedule, and the Monthly Schedule Updates.
7. The CM is to follow the Time Extension Request process in the Web-based Project Management System to manage the review and processing of all Contractor time extension requests.

**III. REQUIRED SUBMITTALS TO THE AUTHORITY**

Submittal requirements shall be in accordance with the CM Manual.

**IV. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER**

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

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

**PROJECT SCHEDULE**

**Contract No. I-16-4274  
Illinois Route 47 Interchange, Reagan Memorial Tollway  
M.P. 108.8 to M.P. 109.9**

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**SCHEDULE**

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- |    |                         |                    |
|----|-------------------------|--------------------|
| 1. | Scoping Meeting         | August 3, 2018     |
| 2. | Scope Submittal         | August 31, 2018    |
| 3. | Scope Approval          | September 27, 2018 |
| 4. | Notice to Proceed       | November 27, 2018  |
| 5. | Construction Start Date | April 1, 2019      |

## Attachment A

### Web-based Project Management System

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

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

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

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

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

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

<b>System Requirements</b>	
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
<b>Recommended Professional Document Scanners<sup>1</sup></b>	
Medium Format Scanner <sup>1</sup>	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner <sup>1</sup>	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner <sup>1</sup>	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner <sup>1</sup>	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner <sup>1</sup>	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner <sup>1</sup>	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner <sup>1</sup>	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner <sup>1</sup>	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner <sup>1</sup>	Vidar Select MP36 MonochromeScanner or equivalent
<b>Required Additional Software</b>	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader <sup>2</sup>
Portable Document Format(.PDF) file generator	Adobe Acrobat <sup>3</sup>
ZIP File compression utility	WinZip <sup>4</sup> or equal
Design (dgn) file generator	Bentley Systems MicroStation SS4 and geopak SS4

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

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

<sup>3</sup> 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.

<sup>4</sup> 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-16-4274**

**Illinois Construction & Environmental Consulting, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-15-4242	Materials Engineering Upon Request	\$520,000.00	\$154,994.00	2/28/2019
RR-16-4250	Construction Management Services Upon Request Systemwide - On call As-needed	\$300,000.00	\$116,204.00	12/31/2018
C-91-127-16	Various Construction Program Management for Phase III Projects	\$102,156.00	\$37,407.00	12/31/2018
C-93-038-16	Construction Inspection for IL 178 over the Illinois River	\$825,000.00	\$445,859.00	8/31/2019
C-94-053-16	Materials Project Manager for Various Materials Inspections	\$337,500.00	\$220,670.00	7/13/2019
I-18-4356	Tri-State Tollway, Roadway and and Bridge Rehabilitation and Widening, Wolf Road and the Balmoral Avenue	\$600,000.00	\$565,183.00	9/30/2019
C-91-473-16	Various Quality Assurance Management	\$150,000.00	\$20,122.00	9/22/2018
RR-13-4117	Materials QA for Reagan Memorial EW	\$72,500.00	\$72,332.00	12/31/2018
C-91-232-17	Construction Inspection for I-290 Congress Pkwy - Jane Byrne Interchange	\$151,879.00	\$67,462.00	12/31/2018
C-91-237-17	Materials QA for IL 120 over US 41 - Skokie Hwy	\$125,280.00	\$85,585.00	12/31/2018
RR-17-4314	Construction Inspection Tri-State Tollway from Balmoral Avenue to Lake Cook Road	\$249,308.00	\$249,308.00	2/28/2019
RR-16-4277	Construction Inspection Tri-State Tollway from Half Day Road to Lake Cook Road	\$153,616.00	\$153,616.00	12/31/2019

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

<p>1 <u>APEX Consulting Engineers, LLC</u></p> <p>Direct Labor                   \$ 110,529.30</p> <p>Direct Costs                   \$ 8,605.70</p> <p>Services by Others                   _____</p> <p>Additional Services **                   _____</p> <p>Total this Subconsultant (ULC)                   \$ 119,135.00</p>	<p>6 _____</p> <p>Direct Labor                   _____</p> <p>Direct Costs                   _____</p> <p>Services by Others                   \$ -</p> <p>Additional Services **                   \$ -</p> <p>Total this Subconsultant (ULC)                   \$ -</p>
<p>2 <u>Program Management &amp; Control Services, LLC</u></p> <p>Direct Labor                   \$ 22,730.40</p> <p>Direct Costs                   \$ 975.00</p> <p>Services by Others                   _____</p> <p>Additional Services **                   _____</p> <p>Total this Subconsultant (ULC)                   \$ 23,705.40</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:	\$ 142,840.40
TOTAL Additional Services DBE/MBE/WBE Subconsultants:	\$ -
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:	\$ 142,840.40
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):	6.80%
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):	7.14%

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

<p>1 <u>Aqua Vitae Engineering, LLC</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 29,568.00</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 2,145.00</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 31,713.00</td> </tr> </table>	Direct Labor	\$ 29,568.00	Direct Costs	\$ 2,145.00	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 31,713.00	<p>6 _____</p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 29,568.00																				
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Direct Costs	\$ -																				
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Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				
<p>2 <u>Civiltech Engineering, Inc.</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 50,400.00</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;">\$ 12,320.00</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;">\$ 62,720.00</td> </tr> </table>	Direct Labor	\$ 50,400.00	Direct Costs	\$ -	Services by Others	\$ 12,320.00	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 62,720.00	<p>7 _____</p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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Total this Subconsultant (ULC)	\$ -																				
<p>3 <u>HR Green, Inc.</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 195,431.88</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 15,775.12</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;">\$ 211,207.00</td> </tr> </table>	Direct Labor	\$ 195,431.88	Direct Costs	\$ 15,775.12	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 211,207.00	<p>8 _____</p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 195,431.88																				
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Total this Subconsultant (ULC)	\$ -																				
<p>4 <u>H.W. Lochner, Inc.</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 186,984.00</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 16,120.00</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 203,104.00</td> </tr> </table>	Direct Labor	\$ 186,984.00	Direct Costs	\$ 16,120.00	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 203,104.00	<p>9 _____</p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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<p>5 <u>V3 Companies, Ltd.</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 101,886.40</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 8,255.00</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 110,141.40</td> </tr> </table>	Direct Labor	\$ 101,886.40	Direct Costs	\$ 8,255.00	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 110,141.40	<p>10 _____</p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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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: \$ 818,885.40

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 818,885.40









## ALLOWABLE DIRECT COSTS

**08.01.2018**

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

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



## ALLOWABLE DIRECT COSTS

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*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

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

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

### NOTES:

- For 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-16-4274

Consultant: APEX Consulting Engineers, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:**      Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

                  Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

                  Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

                  Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-16-4274**

**APEX Consulting Engineers, LLC**

**SCOPE OF SERVICES**

The general scope for this project is construction of new I-88 EB Entrance ramp, I-88 WB Exit Ramp and NB IL-47 to WB I-88 Entrance Ramp and realignment and reconstruction of the existing WB I-88 Entrance Ramp, and the EB I-88 Exit Ramp., reconstruction of IL Route 47 within the limits of the interchange, construction of two ramp toll (electronic only), new LED ramp lighting and drainage improvements including detention ponds. IL Route 47 interchange Regan Memorial (I-88) station 5760+30 to 5822+20 (M.P. 108.8) to IL 56 (M.P. 109.9)

**EXHIBIT G**

**Contract No. I-16-4274**

**APEX Consulting Engineers, LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
D-5-106	Deisgn for Streets for Cycling V-1	\$288,103.04	\$140,591.80	12/31/2020
B-1-642	Construction Inspection at Milwaukee Avenue (Subconsultant to Stanley)	\$124,127.84	\$53,471.68	12/31/2018
E-4-703	Construction Inspection at Lake Shore Drive over LaSalle Dr. - Bridge Rehab.	\$33,395.00	\$33,395.00	Pending
B-3-527	Construction Inspection for Landscape Median	\$223,377.67	\$223,377.67	Pending
E-3-621	Construction Inspection for Category 8 Bridge and Viaduct Painting Contract 7&8	\$265,000.00	\$265,000.00	Pending
E-3-622				
C-91-175-17	Construction Inspection at US 6 SW Hwy E. of Cedar Rd. to Will-Cook Rd.	\$155,000.00	\$155,000.00	Pending
D-4-119	Construction Inspection for Streets for Cycling Phase IV - Project 1A	\$36,000.00	\$36,000.00	Pending
W-9-210	Construction Inspection for Chicago Safe Routes to School	\$123,366.74	\$123,366.74	Pending
RR-17-4314	Phase III engineering services for Tri-State I-294, Pavement and Structural Preservation Rehabilitation	\$859,002.60	\$859,002.60	4/30/2019

Contract No.: I-16-4274

Consultant: APEX Consulting Engineers, LLC

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

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

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

\*\* Additional services funds require prior authorization before use

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

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

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

# Contract Information Sheet

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

Consultant Name: Aqua Vitae Engineering, LLC

Contract Number: I-16-4274

Proposal Date: 9/5/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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







## ALLOWABLE DIRECT COSTS

**08.01.2018**

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

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

## ALLOWABLE DIRECT COSTS

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*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

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

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

### NOTES:

- For 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-16-4274

Consultant: Aqua Vitae Engineering, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:**      Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

                  Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

                  Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

                  Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-16-4274**

**Aqua Vitae Engineering, LLC**

**SCOPE OF SERVICES**

Erosion & Sediment Control inspections and reporting, additional construction management services as requested.

The general scope for this project is construction of new I-88 EB Entrance ramp, I-88 WB Exit Ramp and NB IL-47 to WB I-88 Entrance Ramp and realignment and reconstruction of the existing WB I-88 Entrance Ramp, and the EB I-88 Exit Ramp., reconstruction of IL Route 47 within the limits of the interchange, construction of two ramp toll (electronic only), new LED ramp lighting and drainage improvements including detention ponds. IL Route 47 interchange Regan Memorial (I-88) station 5760 +30 to 5822+20 (M.P. 108.8) to IL 56 (M.P. 109.9)



**EXHIBIT G**

**Contract No. I-16-4274**

**Aqua Vitae Engineering, LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-18-4274	Reagon Memorial Tollway, Illinois Route 47 Interchange, MP 109.3, Construction Management Services.	\$31,713.00	\$31,713.00	11/31/2019
RR-18-9008	Systemwide, Design Upon Request, Non-Roadway	\$40,000.00	\$40,000.00	12/31/2020
I-18-4380	Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road) Construction Management Services	\$264,415.00	\$264,415.00	8/31/2021
I-18-4354	Systemwide Design and Construction Management Services for Landscape Services Upon Request. On call and as-needed Phase II Engineering Services and Construction Management Services.	\$160,000.00	\$160,000.00	12/31/2024
I-18-4356	Tri-State Tollway (I-294), Roadway and Bridge Rehabilitation and Widening, Wolf Road (MP 36.2 and the Balmoral Avenue (MP 40.0). Construction Management Services.	\$405,000.00	\$405,000.00	12/31/2020
I-18-4357	Tri-State Tollway, Construction Management Upon Request. On call and as-needed Construction Management Services.	\$200,000.00	\$200,000.00	12/31/2019
I-17-4300	Tri-State Tollway, Roadway Reconstruction, Roosevelt Road (MP 30.5) to St. Charles Road (MP 32.3)	\$770,000.00	\$703,084.00	12/31/2022
I-17-4306	Tri-State Tollway Bridge Rehabilitation, Repairs & Demolition, Various Locations	\$47,000.00	\$12,349.00	10/31/2022
I-17-4302	Tri-State Tollway Roadway Reconstruction and Bridge Rehabilitation, Wolf Rd (MP 36.2) to O'Hare Oasis (MP 37.8)	\$120,000.00	\$56,290.00	12/31/2022
MO-17-1238	Systemwide Pavement Roadway Management Services	\$483,000.00	\$459,815.00	12/31/2022
I-17-4677	Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard: Erosion & Sediment Control and Landscaping design.	\$159,620.00	\$142,600.00	4/30/2020
I-17-4674	Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange Westbound Collector Distributor Road: Erosion & Sediment Control and Landscaping design.	\$51,750.00	\$36,463.00	11/31/2019
RR-16-9198	Systemwide Construction Management Upon Request, Non-Roadway	\$60,000.00	\$60,000.00	12/31/2018

	Environmental Studies Upon Request: Environmental Inspector for erosion and sediment control, NPDES, IEPA, USACE, IDNR, and local storm sewer permits who has the experience to evaluate and recommend corrective actions in the field.	\$50,000.00	\$50,000.00	7/31/2021
I-16-4257				
	I-90 and Systemwide Construction Management Services Upon Request: Erosion & Sediment Control inspections and reporting. I-90 at Roselle Road Interchange (MP 65.5),	\$30,000.00	\$13,200.00	12/31/2018
I-16-4249				
	Construction Management Services US 45 (Milburn Bypass) North of Milburn Road to North of Grass Lake Road, Phase III: Erosion & Sediment Control and USACE 404 field inspections and reporting.	\$16,800.00	\$13,125.00	5/31/2018
I-14-4193				
	Various Maintenance Construction Engineering/Erosion and Sediment Control/Landscape Architecture for Various Projects: SWPPP review, ESC Field Meetings, Erosion & Sediment Control and USACE 404 Reporting for IDOT let projects throughout District 1.	\$49,730.73	\$49,730.73	12/31/2018
C-91-010-16				
	Various development and storm water management permits for a private property management co.	\$97,336.77	\$85,000.00	3/31/2020
C-91-324-16				
Private	Various urban infill land redevelopment projects: ESC inspections, storm water and Best Management Practices (BMPs) design and specifications.	Time & Materials	Approx. \$4,000	12/31/2018
Private	Various greenfield residential land development projects: ESC inspections, storm water and Best Management Practics (BMPs) design and specs.	Time & Materials	Approx. \$4,000	12/31/2018
Private LCFPD	Stream stabilization design and permitting.	Time & Materials \$13,600.00	Approx. \$4,000 \$4,100.00	12/31/2018 12/31/2018

Contract No.: I-16-4274

Consultant: Aqua Vitae Engineering, LLC

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

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

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

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

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

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

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

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

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

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

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

\*\* Additional services funds require prior authorization before use

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

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

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

## Contract Information Sheet

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

Consultant Name: Civiltech Engineering, Inc.

Contract Number: I-16-4274

Proposal Date: 9/5/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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



Contract No.: I-16-4274

Consultant: Civiltech Engineering, Inc.

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR (without overtime)**

<u>322.00</u> (Total Work Hours from Exhibit A)	\$ <u>56.25</u> (Average Hourly Rate )	TOTAL DIRECT SALARY \$ <u>18,000.00</u>
---	--	---

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

<b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b>	\$ <u>50,400.00</u>
---	---------------------

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$ <u>-</u>
--------------------	-------------

**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H)	\$ <u>12,320.00</u>
--	---------------------

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

TOTAL SERVICES BY OTHERS	\$ <u>12,320.00</u>
--------------------------	---------------------

**D. ADDITIONAL SERVICES (Prime Consultant)**

\_\_\_\_\_  
(Requires prior authorization before use)

**ADDITIONAL SERVICES (Subconsultants)**

\_\_\_\_\_  
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES	\$ <u>-</u>
(Requires prior authorization before use)	

**E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)**

\$ <u>62,720.00</u>
---------------------





Contract No.: I-16-4274

Consultant: Civiltech Engineering, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

Project Principal: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Project Engineer: \_\_\_\_\_

Resident Engineer: \_\_\_\_\_

Documentation Engineer: \_\_\_\_\_

Project Civil Engineer: \_\_\_\_\_

Project Structural Engineer: \_\_\_\_\_

Project Drainage Engineer: \_\_\_\_\_

Senior Engineer: \_\_\_\_\_

Others:        Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

                  Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

                  Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

                  Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-16-4274**

**Civiltech Engineering, Inc.**

**SCOPE OF SERVICES**

Civiltech will provide designer support to the Construction Manager during construction, responding to RFI, and performing shop drawings reviews.

**EXHIBIT G**

**Contract No. I-16-4274**

**Civiltech Engineering, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
PTB 150/13	Various Signal Studies	\$600,000	\$23,000	Jun-15
PTB 160/02	US 30 from IL 31 to US 34	\$3,363,000	\$1,000	Jun-18
PTB 162/10	US 6 over Marley Creek	\$936,558	\$130,000	Dec-16
PTB 169/04	US 6 (159th St) US 45 to Will-Cook	\$3,774,000	\$900,000	Dec-17
PTB 183/04	IL 59 at US 20	\$1,102,095	\$847,000	Dec-19
PSB 12-3/04	Phase II - Elgin O'Hare West Bypass US Rte 20	\$2,817,967	\$120,000	Jun-16
PSB 13-4/08	EOWA - Advanced Work Contracts	\$3,150,000	\$5,000	May-16
PSB 14-1/14	EOWA - Wood Dale Bridge over I-390	\$2,186,000	\$100,000	Jun-17
PSB 15-2/03	EOWA - Mainline Lively to Arlington Heights Rd	\$4,044,000	\$5,000	Jun-18
PSB 17-2/06	Reagan Memorial Tollway - IL Rte 47 Interchange	\$2,066,000	\$276,000	Dec-18

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

<p>1 <u>AMES Engineering, Inc.</u></p> <p>Direct Labor                   \$ 12,320.00</p> <p>Direct Costs                   _____</p> <p>Services by Others           _____</p> <p>Additional Services **       _____</p> <p>Total this Subconsultant (ULC)       \$ 12,320.00</p>	<p>6 _____</p> <p>Direct Labor                   _____</p> <p>Direct Costs                   \$ _____</p> <p>Services by Others           \$ _____</p> <p>Additional Services **       \$ _____</p> <p>Total this Subconsultant (ULC)       \$ _____</p>
<p>2 _____</p> <p>Direct Labor                   _____</p> <p>Direct Costs                   _____</p> <p>Services by Others           _____</p> <p>Additional Services **       _____</p> <p>Total this Subconsultant (ULC)       \$ _____</p>	<p>7 _____</p> <p>Direct Labor                   _____</p> <p>Direct Costs                   \$ _____</p> <p>Services by Others           \$ _____</p> <p>Additional Services **       \$ _____</p> <p>Total this Subconsultant (ULC)       \$ _____</p>
<p>3 _____</p> <p>Direct Labor                   _____</p> <p>Direct Costs                   \$ _____</p> <p>Services by Others           \$ _____</p> <p>Additional Services **       \$ _____</p> <p>Total this Subconsultant (ULC)       \$ _____</p>	<p>8 _____</p> <p>Direct Labor                   _____</p> <p>Direct Costs                   \$ _____</p> <p>Services by Others           \$ _____</p> <p>Additional Services **       \$ _____</p> <p>Total this Subconsultant (ULC)       \$ _____</p>
<p>4 _____</p> <p>Direct Labor                   _____</p> <p>Direct Costs                   \$ _____</p> <p>Services by Others           \$ _____</p> <p>Additional Services **       \$ _____</p> <p>Total this Subconsultant (ULC)       \$ _____</p>	<p>9 _____</p> <p>Direct Labor                   _____</p> <p>Direct Costs                   \$ _____</p> <p>Services by Others           \$ _____</p> <p>Additional Services **       \$ _____</p> <p>Total this Subconsultant (ULC)       \$ _____</p>
<p>5 _____</p> <p>Direct Labor                   _____</p> <p>Direct Costs                   \$ _____</p> <p>Services by Others           \$ _____</p> <p>Additional Services **       \$ _____</p> <p>Total this Subconsultant (ULC)       \$ _____</p>	<p>10 _____</p> <p>Direct Labor                   _____</p> <p>Direct Costs                   \$ _____</p> <p>Services by Others           \$ _____</p> <p>Additional Services **       \$ _____</p> <p>Total this Subconsultant (ULC)       \$ _____</p>

\*\* Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 12,320.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 12,320.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 19.64%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 19.64%

# Contract Information Sheet

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

Consultant Name: AMES Engineering, Inc.

Contract Number: I-16-4274

Proposal Date: 9/5/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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









Contract No.: I-16-4274

Consultant: AMES Engineering, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

Project Principal: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Project Engineer: \_\_\_\_\_

Resident Engineer: \_\_\_\_\_

Documentation Engineer: \_\_\_\_\_

Project Civil Engineer: \_\_\_\_\_

Project Structural Engineer: \_\_\_\_\_

Project Drainage Engineer: \_\_\_\_\_

Senior Engineer: \_\_\_\_\_

Others: Name: Brenda D Lowery

Classification: Sr Electrical Engineer

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Contract No.: I-16-4274

Consultant: AMES Engineering, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:**      Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

                  Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

                  Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

                  Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-16-4274**

**AMES Engineering, Inc.**

**SCOPE OF SERVICES**

The general scope for this project is construction of new I-88 EB Entrance ramp, I-88 WB Exit Ramp and NB IL-47 to WB I-88 Entrance Ramp and realignment and reconstruction of the existing WB I-88 Entrance Ramp, and the

<b>EXHIBIT G</b>				
<b>Contract No. I-16-4274</b>				
<b>AMES Engineering, Inc.</b>				
<b><u>CURRENT OBLIGATIONS FOR PROJECT</u></b>				
<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
Tollway PSB 13-4, Item 1 I-13-4622	Lighting, Roadway Design, ITS	\$880K	\$214K	2019
Tollway PSB 14-3, Item 7 RR-14-5704	Various/Construction Inspection	\$606K	\$156K	2019
Tollway PSB 17-2, Item 1 I-17-4674	Phase II	\$121K	\$64K	2019
Tollway PSB 17-2, Item 6 I-16-4274	Phase II	\$239K	\$49K	2018
Tollway PSB 17-2, Item 8 RR-16-4276	Phase II	\$100K	\$74K	2018
Tollway PSB 17-3, Item 2 I-17-4297	Phase II	\$410K	\$338K	2022
Tollway PSB 17-3, Item 3 I-17-4298	Phase II	\$456K	\$376K	2022
Tollway PSB 17-3, Item 4 I-17-4299	Phase II	\$76K	\$62K	2022
Tollway PSB 17-3, Item 7 I-17-4302	Phase II	\$203K	\$50K	2022
Tollway PSB 17-3, Item 17 RR-16-4282	Construction Inspection	\$272K	\$168K	2018
Tollway PSB 17-3, Item 24 I-17-4682	Construction Inspection Upon Request	\$194K	\$163K	2020
IDOT-1 PTB 163, Item 17 D-91-268-12	Phase II	Pending Negotiations	TBD	
IDOT-1 PTB 167, Item 14 D-91-177-13	Civil/Lighting Phase II	\$148K	\$61K	On Hold
IDOT-1 PTB 169, Item 16 D-91-424-13	Lighting	\$49K	\$37K	2018
IDOT-1 PTB 169 Item 21 P-91-005-14	Various	\$123K	\$35K	2018

<b>EXHIBIT G</b>				
<b>Contract No. I-16-4274</b>				
<b>AMES Engineering, Inc.</b>				
<b>CURRENT OBLIGATIONS FOR PROJECT</b>				
<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
IDOT-1 PTB 174, Item 7 D- 91-101-15	Various Phase II	\$236K	\$1K	2018
IDOT-1 PTB 177, Item 5 D- 91-013-16	Traffic Control and Signage Review	\$600K	\$335K	2019
IDOT-1 PTB 178, Item 6 D- 91-119-16	Phase I, II and III Plan Review	\$1.000K	\$136K	2018
IDOT-1 PTB 181, Item5 D- 91-477-16	Lighting	\$28K	\$2K	2019
IDOT-1 PTB 185, Item 3 D- 91-004-18	Traffic Counts	\$17K	\$5K	2018
IDOT-4 PTB 186, Item 9 P- 95-020-17	Phase II Lighting and Electrical plus Misc Phase I	\$8K	\$8K	2019
IDOT-1 PTB 188, Item 1 D- 91-291-18	Lighting/Traffic Signals	Pending Negotiations	TBD	
IDOT-1 PTB 188, Item 5 D- 91-292-18	Traffic Signals	Pending Negotiations	TBD	
IDOT-3 PTB 188, Item 20 D-93-018-18	Various Phase I/II	Pending Negotiations	TBD	
Knollwood Drive, Schaumburg	Lighting	\$17K	\$14K	2018
IL 19, Streamwood	Lighting	\$25K	\$13K	2018
Walnut Lane, Schaumburg	Lighting	\$16K	\$4K	2018
US 20, Rockford	Lighting	\$14K	\$6K	2018
CDOT	Traffic Signals	Pending Negotiations	TBD	
Updated 8/30/2018				

Contract No.: I-16-4274

Consultant: AMES Engineering, Inc.

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

1			
	Direct Labor		Direct Labor
	Direct Costs		Direct Costs
	Services by Others		Services by Others
	Additional Services **		Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
2			
	Direct Labor		Direct Labor
	Direct Costs		Direct Costs
	Services by Others		Services by Others
	Additional Services **		Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
3			
	Direct Labor	\$ -	Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
4			
	Direct Labor	\$ -	Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
5			
	Direct Labor	\$ -	Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
6			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
7			
	Direct Labor	\$ -	Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
8			
	Direct Labor	\$ -	Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
9			
	Direct Labor	\$ -	Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
10			
	Direct Labor	\$ -	Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)

\*\* 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: HR Green, Inc

Contract Number: I-16-4274

Proposal Date: 9/5/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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











## ALLOWABLE DIRECT COSTS

**08.01.2018**

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

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

## ALLOWABLE DIRECT COSTS

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*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

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

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

### NOTES:

- For 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-16-4274

Consultant: HR Green, Inc

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** Ana Carrasco

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

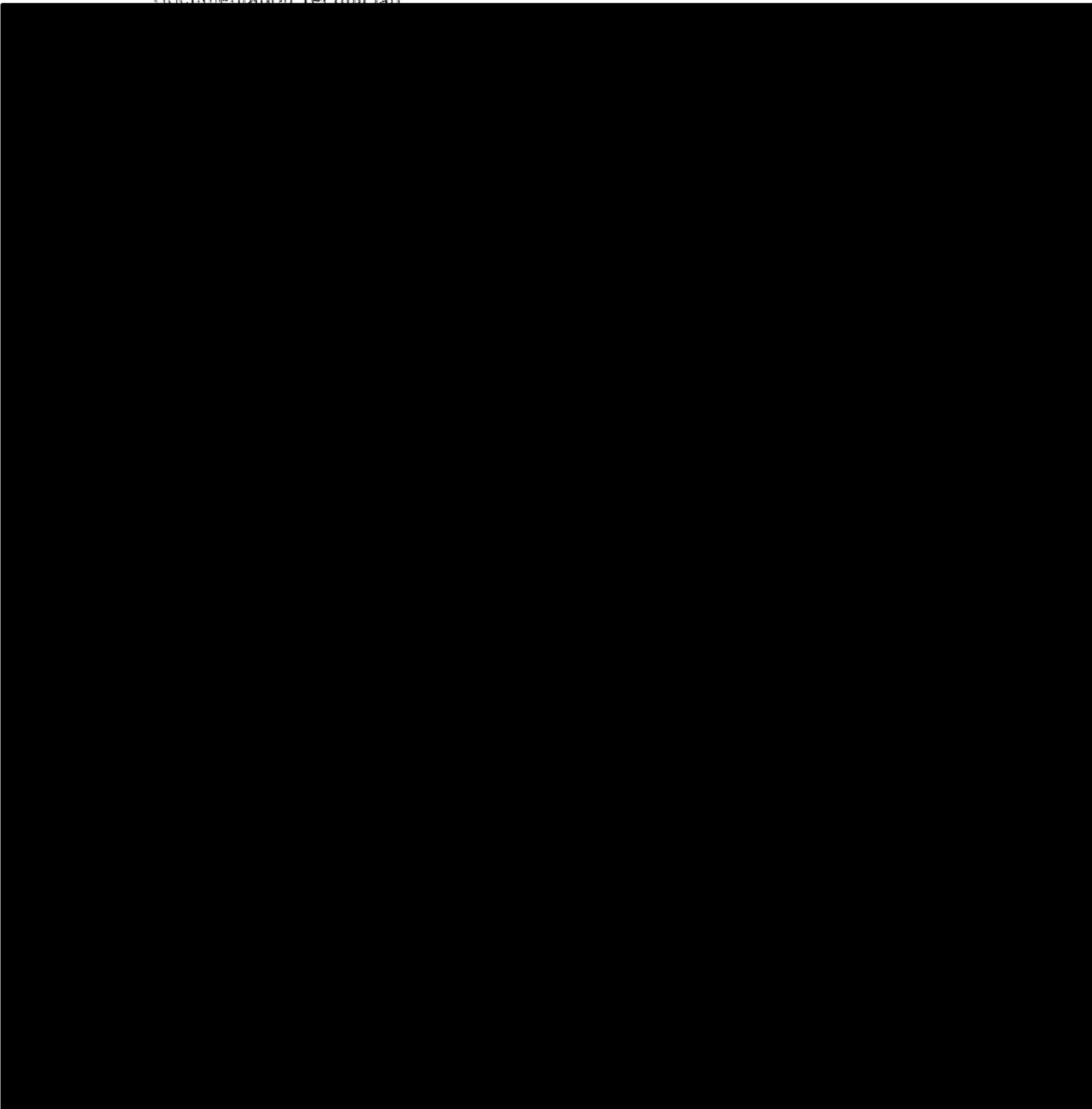
Name: \_\_\_\_\_

Classification: \_\_\_\_\_



ANA CARRASCO

Documentation Technician





HRGreen



**EXHIBIT F**

**Contract No. I-16-4274**

**HR Green, Inc**

**SCOPE OF SERVICES**

Provide Phase III engineering services for the IL Route 47 interchange Regan Memorial (I-88) station 5760+30 to 5822+20 (M.P. 108.8) to IL 56 (M.P. 109.9). The general scope for this project is construction of new I-88 EB Entrance ramp, I-88 WB Exit Ramp and NB IL-47 to WB I-88 Entrance Ramp and realignment and reconstruction of the existing WB I-88 Entrance Ramp, and the EB I-88 Exit Ramp., reconstruction of IL Route 47 within the limits of the interchange, construction of two ramp toll (electronic only), new LED ramp lighting and drainage improvements including detention ponds.

**EXHIBIT G**

**Contract No. I-16-4274**

**HR Green, Inc**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-16-9198	PSB 17-2, Item 15 - Systemwide Construction Management upon Request Non-Roadway	\$150,000.00	\$150,000.00	12/31/2019
RR-13-4116	PSB 17-3, Item 18 - Reagan Memorial Tollway, Roadway Reconstruction, York Road Plaza (Mile Post 138.1) to I-290 (Mile Post 140.5)	\$3,194,900.00	\$2,151,000.00	12/31/2022
RR-17-4293	PSB 17-3, Item 25 - Construction Management Upon Request On-Call and As-Needed – Systemwide	\$240,000.00	\$180,000.00	12/31/2019
I-17-4296	PSB 17-3, Item 01 - Tri-State Tollway Roadway Reconstruction MP 17.8 to 20.7 Design Engineering Services	\$476,000.00	\$350,000.00	11/30/2022
D-91-575-10	PTB 156-09 - Various Phase II Projects for Plan Preparation, Plan Review, and Surveying, Various Routes, Various Counties	\$1,500,000.00	\$10,000.00	3/30/2019
I-13 & D-91	PTB 167-18 - US 30 from West of Dugan Road to East of IL 47, Phase I/II Project in Kane County	\$1,920,000.00	\$700,000.00	6/30/2019
D-91-101-15	PTB 174-07 - Various Phase II Projects for Plan Preparation, Plan Review, and Surveying, Various Routes, Various Counties	\$1,500,000.00	\$90,000.00	12/31/2018
D-91-119-16	PTB 178-06 - Project Manager (PM) Consultant is required for Phase I, II, and/or Phase III engineering services for IDOT Local Agency Projects	\$5,000,000.00	\$300,000.00	6/30/2019
C-93-092-16	PTB 181-11 - US 34 from East of Eldamain Road to Center Parkway in Yorkville, Phase III Project, Kendall County, Region Two / District Three	\$1,993,000.00	\$1,450,000.00	12/31/2020

D-91-291-18 PTB 188-01 - Phase II Services for US 30 / IL 47 from Cross Street to South of the Galena Road.	In Negotiations	TBD	TBD
C-91-003-15 PTB 173-17 - Sub to 2im. Various Construction Inspection Projects for Various Expressways & Arterial Roadside Maintenance and Repair Projects	\$200,000.00	\$200,000.00	12/31/2018
C-93-084-17 PTB 184-16 - Various Phase III Projects, Various Routes, Various Counties, Region Two/District Three.	\$375,000.00	\$275,000.00	2/1/2023
D-91-230-18 PTB 186-04 - Various Phase II Traffic Signal Design Projects	\$30,000.00	\$30,000.00	4/30/2023

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td></td> <td style="text-align: right;">-</td> <td></td> </tr> </table>	Direct Labor						Direct Costs						Services by Others						Additional Services **						Total this Subconsultant (ULC)		\$		-	
Direct Labor																															
Direct Costs																															
Services by Others																															
Additional Services **																															
Total this Subconsultant (ULC)		\$		-																											
2	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td></td> <td style="text-align: right;">-</td> <td></td> </tr> </table>	Direct Labor						Direct Costs						Services by Others						Additional Services **						Total this Subconsultant (ULC)		\$		-	
Direct Labor																															
Direct Costs																															
Services by Others																															
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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: H.W. Lochner, Inc.

Contract Number: I-16-4274

Proposal Date: 9/5/2018

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-16-4274

Consultant: H.W. Lochner, Inc.

Grand Total Exhibit A Hours 2114

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	
Project Manager			8	8	8	8	8	8	8	8	12	8	84
Technician			160	183	204	232	236	260	216	237	150	152	2030
TOTALS			168	191	212	240	244	268	224	245	162	160	2114





## ALLOWABLE DIRECT COSTS

08.01.2018

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

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

## ALLOWABLE DIRECT COSTS

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*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

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

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

### NOTES:

- For 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-16-4274

Consultant: H.W. Lochner, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:**      Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

                  Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

                  Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

                  Name: \_\_\_\_\_

                  Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-16-4274**

**H.W. Lochner, Inc.**

**SCOPE OF SERVICES**

Provide Phase III engineering services for the IL Route 47 interchange Regan Memorial (I-88) station 5760+30 to 5822+20 (M.P. 108.8) to IL 56 (M.P. 109.9). The general scope for this project is construction of new I-88 EB Entrance ramp, I-88 WB Exit Ramp and NB IL-47 to WB I-88 Entrance Ramp and realignment and reconstruction of the existing WB I-88 Entrance Ramp, and the EB I-88 Exit Ramp., reconstruction of IL Route 47 within the limits of the interchange, construction of two ramp toll (electronic only), new LED ramp lighting and drainage improvements including detention ponds.



**EXHIBIT G**

**Contract No. I-16-4274**

**H.W. Lochner, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-17-4296	PH II Engineering Tri-State Tollway,	\$2,023,000.00	\$1,800,000.00	11/27/2022
I-18-4356	PH III Engineer. Tri-State Tollway (I-294), Roadway and Bridge Rehabilitation and Widening, Wolf Road (M.P. 36.2) and the Balmoral Avenue (M.P. 40.0).	\$12,000,000.00	\$11,500,000.00	12/31/2020
RR-18-4360	PH III Engineering Systemwide, Construction Management Upon Request. On call and as-needed	\$450,000.00	\$430,000.00	12/31/2020
RR-14-4221	PH I and PH II Engineering-I-294 Mile Long Bridge	\$13,300,000.00	\$7,600,000.00	12/31/2020
RR-16-4250	PH III Engineering Services - Various Locations on the Tollway System	\$3,000,000.00	\$2,000,000.00	12/31/2018
US 45 (Millburn Bypass)	PH III Engineering Services	\$2,214,000.00	\$2,000,000.00	12/31/2018
RR-16-4277	PH I Engineering Tri-State Tollway (I-94), Pavement and Structural Preservation and Rehabilitation, M.P 0.5 (Russell Road) to M.P. 25.2 (Lake Cook Road)	\$171,000.00	\$16,000.00	12/31/2018
RR-16-4253	PH III Engineering Reagan Memorial Tollway, Roadway and Bridge Rehabilitation, IL 251 (M.P. 76.1) to Annie Glidden Road (M.P. 91.4).	\$475,000.00	\$174,000.00	12/31/2018
RR-14-4314	Tri-State Tollway, Pavement and Structural Preservation and Rehabilitation, M.P. 40.0 (Balmoral Ave) to M.P. 52.9 (Lake Cook Road). Phase II Engineering Services	\$32,697.00	\$3,000.00	12/31/2018

Contract No.: I-16-4274

Consultant: H.W. Lochner, Inc.

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1				6			
	Direct Labor	_____			Direct Labor	_____	
	Direct Costs	_____			Direct Costs	\$ -	
	Services by Others	_____			Services by Others	\$ -	
	Additional Services **	_____			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-B, D-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-B, D-G for second tier subconsultants.

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

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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: Program Management & Control  
Services, LLC

Contract Number: I-16-4274

Proposal Date: 9/5/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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







## ALLOWABLE DIRECT COSTS

08.01.2018

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

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



## ALLOWABLE DIRECT COSTS

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*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

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

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

### NOTES:

- For 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-16-4274

Program Management & Control Services,  
Consultant: LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-16-4274**

**Program Management & Control Services, LLC**

**SCOPE OF SERVICES**

Provide Phase III engineering services for the IL Route 47 interchange Regan Memorial (I-88) station 5760+30 to 5822+20 (M.P. 108.8) to IL 56 (M.P. 109.9). The general scope for this project is construction of new I-88 EB Entrance ramp, I-88 WB Exit Ramp and NB IL-47 to WB I-88 Entrance Ramp and realignment and reconstruction of the existing WB I-88 Entrance Ramp, and the EB I-88 Exit Ramp., reconstruction of IL Route 47 within the limits of the interchange, construction of two ramp toll (electronic only), new LED ramp lighting and drainage improvements including detention ponds.

**EXHIBIT G**

**Contract No. I-16-4274**

**Program Management & Control Services, LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
R-16-4265R	Project Controls	\$3,804,300.00	\$2,907,128.00	12/31/2019
2F110133657	Scheduling	\$101,213.08	\$31,494.99	12/31/2019
OT PTB 181	Scheduling	\$59,266.05	\$50,977.25	12/31/2019
I-17-4326	Scheduling	\$785,000.00	\$782,911.00	12/31/2019
I-17-4093	Project Controls	\$3,804,000.00	\$2,343,244.00	12/31/2019
R-15-9975R	Project Controls	\$2,349,313.00	\$1,791,332.00	12/31/2019

Contract No.: I-16-4274

Consultant: Program Management & Control Services, LLC

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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	\$ _____	-
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	Additional Services **	\$ _____	-
	Total this Subconsultant (ULC)	\$ _____	-

9	_____		
	Direct Labor	_____	
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	Total this Subconsultant (ULC)	\$ _____	-

5	_____		
	Direct Labor	_____	
	Direct Costs	\$ _____	-
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	Total this Subconsultant (ULC)	\$ _____	-

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

\*\* Additional services funds require prior authorization before use

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

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

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

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

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

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

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9	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 5%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td><b>Total this Subconsultant (ULC)</b></td> <td style="border-bottom: 1px solid black; text-align: right;"><b>\$</b></td> <td style="text-align: center;">-</td> <td></td> </tr> </table>	Direct Labor	\$	-		Direct Costs	\$	-		Services by Others	\$	-		Additional Services **	\$	-		<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	-	
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Direct Labor	\$	-																			
Direct Costs	\$	-																			
Services by Others	\$	-																			
Additional Services **	\$	-																			
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	-																			

\*\* 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: V3 Companies, Ltd.

Contract Number: I-16-4274

Proposal Date: 9/5/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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





Contract No.: I-16-4274

Consultant: V3 Companies, Ltd.

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR (without overtime)**

<u>1,052.00</u> (Total Work Hours from Exhibit A)	<u>\$ 34.58</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>36,388.00</u>
---	---	---

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 \$ 101,886.40

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 8,255.00

**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)**

\$ 110,141.40



## ALLOWABLE DIRECT COSTS

08.01.2018

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

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

## ALLOWABLE DIRECT COSTS

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*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

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

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

### NOTES:

- For 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-16-4274

Consultant: V3 Companies, Ltd.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:**      Name: \_\_\_\_\_

                         Classification: \_\_\_\_\_

                         Name: \_\_\_\_\_

                         Classification: \_\_\_\_\_

                         Name: \_\_\_\_\_

                         Classification: \_\_\_\_\_

                         Name: \_\_\_\_\_

                         Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-16-4274**

**V3 Companies, Ltd.**

**SCOPE OF SERVICES**

The general scope for this project is construction of new I-88 EB Entrance ramp, I-88 WB Exit Ramp and NB IL-47 to WB I-88 Entrance Ramp and realignment and reconstruction of the existing WB I-88 Entrance Ramp, and the EB I-88 Exit Ramp., reconstruction of IL Route 47 within the limits of the interchange, construction of two ramp toll (electronic only), new LED ramp lighting and drainage improvements including detention ponds. IL Route 47 interchange Regan Memorial (I-88) station 5760+30 to 5822+20 (M.P. 108.8) to IL 56 (M.P. 109.9) V3 will be providing survey support to the CM on the project.



**EXHIBIT G**

**Contract No. I-16-4274**

**V3 Companies, Ltd.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-12-4082	PSB 12-5/Item 6 Elgin O'Hare Western Access Corridor Construction Manager	\$11,900,000.00	\$600,000.00	10/31/2019
I-17-4302	PSB 17-3/Item 7 I-294 Roadway Reconstruction & Bridge Wolf Road to O'Hare Oasis	\$1,957,182.00	\$552,000.00	11/29/2027
D-30-008-11	PTB 158/Item 35 Statewide Structure Engineering Services	\$667,289.00	\$176,495.00	12/30/2018
P-91-356-14	PTB 172/Item 12 Various Phase I Projects	\$1,187,140.00	\$436,587.00	12/30/2018
C-91-127-16	PTB 178/Item 10 Various Phase III	\$1,500,000.00	\$500,000.00	12/30/2018

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

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

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

\*\* Additional services funds require prior authorization before use

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

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

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