

RESOLUTION NO. 21988

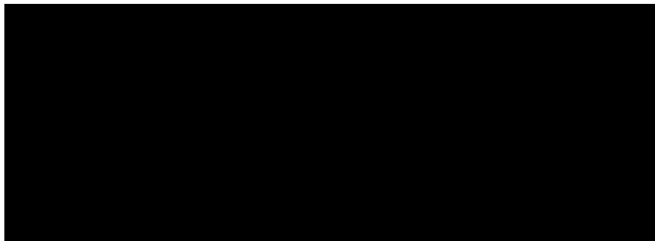
**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services on Contract No. I-16-4679R on the Elgin O’Hare Western Access (IL 390) at Western Access Interchange. STV, Inc. submitted a proposal to provide such services for an upper limit of compensation not to exceed \$13,497,967.36. The proposal is for construction-related professional services. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

**Resolution**

The Chief Engineering Officer is authorized to negotiate an agreement with STV, Inc. to obtain Construction Management Services on Contract No. I-16-4679R with an upper limit of compensation not to exceed \$13,497,967.36, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman



**1.5.5. Item 5 I-16-4679R, Elgin O'Hare Western Access, IL 390 at Western Access Interchange.**

This project has a 32% D/M/WBE participation goal and 3% VOS/SDVOSBE participation goal.

Phase III engineering services are required for the construction inspection, and supervision on Illinois Route 390 (IL 390) at the Western Access interchange in DuPage and Cook Counties, 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 Illinois Tollway for constructability. The Consultant must complete and submit final measurements, calculations and final contract documents to the Illinois Tollway no later than six (6) weeks after completion of Punch List for the project.

Construction Estimate: Category D

Firms must be prequalified by IDOT in the following categories:

**Special Services (Construction Inspection)  
Structures (Highway Bridges: Complex)  
Highways (Freeways)**

The Illinois Tollway will allow a prime firm to meet the prequalification for Structures (Highway Bridges: Typical) and Highways (Freeways) through a subconsultant.

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

- The person who will assume duties as Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for roadway design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for structural design related issues (must be an Illinois Licensed Structural Engineer).
- The 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 fall 2020.

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

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

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

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



**Exhibit A continued**

**Attach resumes for Key Project Personnel.**

<u>Management</u>		<u>Professionals</u>		<u>Technical Staff</u>	
<b>Total</b>	<u>1</u>	Engineers	<u>10</u>	Technicians	<u>13</u>
		Land Surveyors	<u>2</u>	Draftsmen	<u>1</u>
		Architects	<u>          </u>	Survey Crew	<u>          </u>
		Others	<u>2</u>	Clerical	<u>1</u>
		<b>Total</b>	<u>14</u>	Other	<u>          </u>
				<b>Total</b>	<u>15</u>
				<b>Total Projected Staff</b>	<u>30</u>

**Exhibit A – Proposed Staff**

**PSB# 19-3**

**Item# 5**

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

If **Yes**, provide completion date and/or number of months. Per 19-3 Item 5, this project is scheduled to start in 2020. STV is committed to meeting the project schedule as directed by the Tollway.  
 If **No**, explain:

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Exhibit A



PSB 19-3 SOITEAM Report for Grace

Filter By:  
 Project Name equals PSB 19-3  
 Process Counter equals 211

Prime Firm or Team Name	Prime or Lead Teaming Partner FEIN (##-####)	Prime or Lead Teaming Partner Project Manager	Prime or Lead Teaming Partner Project Engineer	Prime Firm or Team e-mail Address	SOITEAM Firm Name	Team Member Role	% of Work to be Completed by Consultant	Contact e-mail	Role of consultant	Male or Female	D/M/WBE Status	Ethnicity	DBE (Disadvantaged Business Enterprise) Program	Veteran Status	P4G?	P4G Role	P4G Partner(s)	Multiple Owners
STV INCORPORATED		Bruce Jennings, P.E., PMP, CCM	Kevin Gartley, P.E., SCTPP	Ted.Lachus@stvinc.com	STV Incorporated	Prime (Sole)	53.00	Ted.Lachus@stvinc.com	Project management, quality, safety, roadway design, structural design, documentation, material coordination, railroad coordination, erosion control	N/A - ESOP	N/A	Multiple Ownership	N/A	N/A	Yes	Mentor	Pin Point Precision, LLC & Virtual Energy Solutions	Yes
STV INCORPORATED		Bruce Jennings, P.E., PMP, CCM	Kevin Gartley, P.E., SCTPP	Ted.Lachus@stvinc.com	Pin Point Precision, LLC	Subconsultant	6.00	michael.b@pinpointpe.com	Inspection	Male	DBE	African American	IL UCP - Illinois Department of Transportation (IDOT)	N/A	Yes	Protege	STV Incorporated	No
STV INCORPORATED		Bruce Jennings, P.E., PMP, CCM	Kevin Gartley, P.E., SCTPP	Ted.Lachus@stvinc.com	DB Sterlin Consultants, Inc.	Subconsultant	8.00	awiedmann@dbsterlin.com	Inspection, Survey	Female	DBE	African American	IL UCP - Illinois Department of Transportation (IDOT)	N/A	No	N/A	N/A	Yes
STV INCORPORATED		Bruce Jennings, P.E., PMP, CCM	Kevin Gartley, P.E., SCTPP	Ted.Lachus@stvinc.com	Illinois Construction & Environmental Consulting, Inc.	Subconsultant	11.00	chamano@iceillinois.com	Materials QA, inspection	Male	DBE	Asian Pacific	IL UCP - METRA	N/A	No	N/A	N/A	No
STV INCORPORATED		Bruce Jennings, P.E., PMP, CCM	Kevin Gartley, P.E., SCTPP	Ted.Lachus@stvinc.com	Virtual Energy Solutions, Inc.	Subconsultant	5.00	svela@veschicago.com	Inspection	Male	MBE	Native American	N/A	SDVOSB	Yes	Protege	STV Incorporated	Yes
STV INCORPORATED		Bruce Jennings, P.E., PMP, CCM	Kevin Gartley, P.E., SCTPP	Ted.Lachus@stvinc.com	Sanchez & Associates, P.C.	Subconsultant	3.00	gpsanchez@sanchezsurveying.com	Survey	Male	DBE	Hispanic	IL UCP - Illinois Department of Transportation (IDOT)	N/A	No	N/A	N/A	No
STV INCORPORATED		Bruce Jennings, P.E., PMP, CCM	Kevin Gartley, P.E., SCTPP	Ted.Lachus@stvinc.com	Gonzalez Companies, LLC	Subconsultant	14.00	whampsch@gonzalezcos.com	Inspection, airport coordination	Male	DBE	Hispanic	IL UCP - Illinois Department of Transportation (IDOT)	N/A	No	N/A	N/A	Yes

Process Counter: 211

## Certified Profile

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

BUSINESS NAME	<b>Virtual Energy Solutions, Inc., DBA VES</b>
OWNER	<b>Mr. Samuel Vela</b>
ADDRESS	<b>31 E Ogden Ave Suite 304 IL La Grange, IL 60525</b> <a href="#">Map This Address</a>
PHONE	<b>312-583-7023 Ext. 701</b>
FAX	<b>312-583-7023</b>
EMAIL	<a href="mailto:svela@veschicago.com">svela@veschicago.com</a>
WEBSITE	<a href="http://www.veschicago.com">http://www.veschicago.com</a>
ETHNICITY	<b>Hispanic</b>
GENDER	<b>Male</b>
COUNTY	<b>Cook (IL)</b>

**Certification Information**

CERTIFYING AGENCY	<b>State of Illinois Central Management Services</b>
CERTIFICATION TYPE	<b>SDVOSB - Service Disabled Veteran Owned Small Business</b>
RENEWAL DATE	<b>6/20/2020</b>
EXPIRATION DATE	<b>6/20/2021</b>
CERTIFIED BUSINESS DESCRIPTION	<b>Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting Engineering Services, Professional</b>

**Commodity Codes**

Code	Description
NIGP 90740	Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting
NIGP 925	Engineering Services, Professional

**Additional Information**

REGION	<b>Metro Chicago</b>
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### EXHIBIT F - Letter of Intent

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each VOSB certified vendor.

**LOIs must be submitted with the SOI and must be signed by both parties.** The Prime Vendor shall not prohibit or otherwise limit the VOSB certified vendor(s) from providing subconsultant proposals to other potential vendors. Each LOI must include the negotiated contract percentage and a detailed scope of work to be performed by each identified VOSB certified vendor. All LOIs 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: Elgin O'Hare Western Access, IL 390 at Western Access Interchange Project/Solicitation Number: PSB 19-3, Item #5 I-16-4679R  
Name of Prime Vendor: STV Incorporated VOSB Compliance Contact: Bruce Jennings, PE, PMP, CCM

Address: 200 W Monroe Street, Suite #1650  
City: Chicago State: Illinois Zip Code: 60606

Telephone: (312) 553-8456 Fax: (312) 553-0661 Email: Bruce.Jennings@stvinc.com

Name of Certified VOSB Vendor: Virtual Energy Solutions, Inc.

Address: 31 E Ogden Avenue, Suite #304 VOSB Compliance Contact: Samuel Vela, PE

City: La Grange State: Illinois Zip Code: 60535

Telephone: 773.225.5244 Fax: \_\_\_\_\_ Email: svela@veschicago.com

Type of agreement:  Services

Anticipated start date of the Certified VOSB Vendor: 2020

Proposed 5 % of Contract to be performed by the VOSB Vendor.

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

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

Inspection

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

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

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

Signature

Signature

Print Name: Bruce Jennings, PE, PMP, CCM

Print Name: Samuel Vela, PE

Title: Engineering Director, CM

Title: President

Date: 12/11/2019

Date: 12/11/19



⊕ View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>) ×

# Unified Certification Program - Search

**Contractor Details**

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

Print

**D B Sterlin**

**Email:** [rjeune@dbsterlin.com](mailto:rjeune@dbsterlin.com)

**Consultants, Inc.**

**Phone:** (312)-857-1006

Regine Jeune

**Fax:** (312)-857-1056

123 N. Wacker Dr., Ste.

2300

Chicago, IL 60606

**County:** Cook

**Categories:** Architecture\Engineering

## NAICS

541330-Engineering Services

541370-Surveying & Mapping (except Geophysical) Serv.

## Speciality

541330- STUDIES:

TRAFFIC

REHABILITATION

FREEWAYS

ROADS AND STREETS

HIGHWAY STRUCTURE:

TYPICAL

HIGHWAY STRUCTURE:

SIMPLE

SUBSURFACE UTILITY

ENGINEERING

TRAFFIC SIGNALS

SPEC. SERVS.:

CONSTRUCTION

INSPECTION

541370- SURVEYING

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# Unified Certification Program - Search

**Contractor Details**

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

Print

## **Gonzalez**

### **Companies, LLC**

Carlos V. Huddleston  
525 W. Main St., Ste. 125  
Belleville, IL 62220

**County:** St. Clair

**Email:** [gonzalezcompanies@gonzalezcos.com](mailto:gonzalezcompanies@gonzalezcos.com)

**Phone:** (618) 222-2221

**Fax:** (618) 222-2225

**Categories:** Architecture\Engineering

**NAICS**

541330-Engineering  
Services  
541360-Geophysical  
Surveying & Mapping  
Services  
541370-Surveying &  
Mapping (except  
Geophysical) Serv.

**Speciality**

541330- LOCATION  
DRAINAGE  
AERONAUTICS:  
CONSTRUCTION  
INSPECTION  
WATERWAYS: TYPICAL  
ROADS AND STREETS  
STUDIES: TRAFFIC  
REHABILITATION  
RECONSTRUCTION/MAJOR  
REHABILITATION  
HYDRAULIC REPORTS -  
PUMP STATIONS  
TRAFFIC SIGNALS  
SPEC. SERVS.:  
CONSTRUCTION  
INSPECTION  
541360- STRUCTURE  
GEOTECHNICAL REPORTS  
GENERAL GEOTECHNICAL  
SERVICES  
541370- SURVEYING  
SURVEYING

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# Unified Certification Program - Search

**Contractor Details**

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

Print

**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:** Professional

## NAICS

237310 - Highway, Street, and Bridge Construction  
 541330 - Engineering services  
 541380 - Testing Laboratories  
 541620 - Environmental consulting services

## Speciality

237310 - Construction Management, Quality Control  
 541330 - Construction Engineering and Construction Inspection  
 541380 - Construction Material Testing and Project Management  
 541620 - Environmental Consulting Services

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# Unified Certification Program - Search

**Contractor Details**

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

Print

**Lin Engineering, Ltd. Email:** [flin@lineng.com](mailto:flin@lineng.com)

Fred M. Lin

**Phone:** (630) 323-5168

576 Oakmont Ln.

**Fax:** (630) 323-5174

Westmont, IL 60559

**County:** DuPage

**Categories:** Architecture\Engineering, Professional

**NAICS**

541330-Engineering Services  
 541360-Geophysical Surveying & Mapping Services  
 541370-Surveying & Mapping (except Geophysical) Serv.  
 541715-Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)

**Speciality**

541330- FREEWAYS  
 SPEC. SERVS.:  
 CONSTRUCTION  
 INSPECTION  
 TRAFFIC SIGNALS  
 STUDIES: TRAFFIC  
 STUDIES: SAFETY  
 STUDIES: FEASIBILITY  
 LOCATION DRAINAGE  
 RECONSTRUCTION/MAJOR  
 REHABILITATION  
 WATERWAYS: COMPLEX  
 ROADS AND STREETS  
 HIGHWAY STRUCTURE:  
 TYPICAL  
 HIGHWAY STRUCTURE:  
 SIMPLE  
 STRUCTURES: RAILROAD  
 HIGHWAY STRUCTURE:  
 ADVANCED TYPICAL  
 WATERWAYS: TYPICAL  
 REHABILITATION  
 541360- STRUCTURE  
 GEOTECHNICAL REPORTS  
 541370- SURVEYING  
 541715- RESEARCH

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# Unified Certification Program - Search

**Contractor Details**

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

Print

**Pin Point Precision, LLC**  
Michael Bempah  
1016 W. Jackson Blvd.  
Chicago, IL 60607

**Email:** [info@pinpointpe.com](mailto:info@pinpointpe.com)  
**Phone:** (312) 407-6356  
**Fax:** (312) 407-6352

**County:** Cook

**Categories:** Architecture\Engineering, Construction,  
Miscellaneous, Professional

<b>NAICS</b>	<b>Speciality</b>
238210-Electrical Contractors	238210- MISC:
541320-Landscape Architectural Services	ELECTRICAL SERVICES
541330-Engineering Services	541320- URBAN PLANNING
541512-Computer Systems Design Services	541330- SPEC. SERVS.:
541611-Administrative Management & General Management	CONSTRUCTION INSPECTION
541690-Other Scientific & Technical Consulting	ENGINEERING SERVICES
541715-Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)	541512- MISC: COMPUTER AIDED DESIGN & DRAFTING
561730-Landscape Services	541611- MANAGERIAL TRAINING
562998-All Other Miscellaneous Waste Management Services	541690- TECHNICAL TRAINING
	541715- RESEARCH
	561730- MISC: MAINTENANCE MOWING
	562998- MISC: BASIN CLEANING SERVICES



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# Unified Certification Program - Search

**Contractor Details**

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

Print

## **Sanchez & Associates, P.C.**

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

**County:** Cook

**Email:** [gpsanchez@sanchezsurveying.com](mailto:gpsanchez@sanchezsurveying.com)

**Phone:** (773) 444-0144

**Fax:** (847) 232-3104

**Categories:** Architecture\Engineering, Construction

### **NAICS**

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

### **Speciality**

238910- MISC:  
CONSTRUCTION LAYOUT  
AND STAKING  
541370- SURVEYING

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM  
FOR  
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

PSB: 19-3 ITEM: 5

MEMORANDUM OF UNDERSTANDING  
BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
<u>STV Incorporated</u>	200 W. Monroe St., Suite 1650, Chicago, IL 60606		<u>Pin Point Precision, LLC</u>	1016 W. Jackson Blvd., Chicago, IL 60607

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

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

**I. PROGRAM PURPOSE**

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

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

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

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

**II. CONFORMANCE TO PROGRAM GOALS**

- A. Participation in this project by the Protégé.
  - 1. In area(s) being mentored:
    - Technical work covered by Mentor's prequalification category(ies) 6.00 %  
 Scope:  
 Provide staff members for Construction Management Services
    - Work not applicable to prequalification category(ies) 0.00 %  
 Scope:

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

2. In area(s) not being mentored:

- Work the Protégé will self-perform

0.00 %

*Note: Protégé participation in this area is optional*

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

6.00 %

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

Pin Point Precision, LLC (PPP) is a new firm to the Tollway. PPP and its staff need guidance on how to provide services and how to work with the Tollway as a new client. PPP and its staff will need training on the Tollway's policies and procedures along with the Tollway's expectations of a Construction Manager from the daily project management tasks to project closeout.

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

Through project meetings and networking events, STV will provide opportunities for PPP to interact with the Tollway management to better understand client needs and management procedures and structure, along with opportunities for introductions and interactions with other consultants working for the Tollway. STV will provide guidance and assist PPP in the supervision of field staff and construction management field office operations, including how to work with the web-based project management program. STV will help PPP develop technical and project management skills. STV will train PPP to develop a quality plan that meets the requirements and expectations of the Tollway's Consultant Quality Program. STV will provide guidance to PPP in the preparation of proposal exhibits, accounting practices, and compiling invoice documents.

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**III. MENTOR EXPERIENCE WITH THE PROGRAM**

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

I-13-4112 and I-14-4189

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

Areas of Assistance:

Assisted in developing protégé to perform CM on Tollway projects.

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

RR-18-4382

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

Areas of Assistance:

Assist in developing protégé to perform design services on Tollway projects.

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

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

Areas of Assistance:

**IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM**

- A. Has the DBE firm ever been contracted by the Tollway as a Prime consultant? If yes, list date, Contract #, and description of scope for each project(s):  YES  NO

<u>Date</u>	<u>Contract #</u>	<u>Description of Scope</u>
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B. Has the DBE firm participated in a Mentor/Protégé relationship on a Tollway project completed within the last five years? If yes, list the following for each project(s).

YES

NO

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

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

YES

NO

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

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

YES

NO

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

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

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#### V. STATEMENT OF COMMITMENT

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

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

SIGNATURE (Mentor Representative)

SIGNATURE (Protege Representative)

12/13/19

12/13/19

(Date)

(Date)

EXHIBIT E - VOSB

PARTNERING FOR GROWTH PROGRAM

FOR

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

PSB: 19-3 ITEM: 5

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A	THE PROTÉGÉ:	FIRM NAME ADDRESS
STV Incorporated	200 W. Monroe St., Suite 1650, Chicago, IL 60606	N	Virtual Energy Solutions, Inc.	31 E. Ogden Ave, Suite 304, La Grange, IL 60525

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

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

**I. PROGRAM PURPOSE**

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

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

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

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

**II. CONFORMANCE TO PROGRAM GOALS**

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 5 %  
Scope:  
Provide staff members for Construction Management Services
- Work not applicable to prequalification category(ies) 0 %  
Scope:

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

2. In area(s) not being mentored: 0.00
- Work the Protégé will self-perform \_\_\_\_\_ %
- Note: Protégé participation in this area is optional*
3. **Total participation by the Protégé (Sum of 1. and 2.)** 5.00  
\_\_\_\_\_ %

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

Virtual Energy Solutions, Inc. (VES) is a new firm to transportation construction management and to the Tollway. VES and its staff need guidance on how to provide this new line of services and how to work with the Tollway as a new client. VES and its staff will need training in the Tollway's policies and procedures, along with the Tollway's expectations of a Construction Manager from the daily project management tasks to project closeout.

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

Through project meetings and networking events, STV will provide opportunities for VES to interact with the Tollway management to better understand client needs and management procedures and structure, along with opportunities for introductions and interactions with other consultants working for the Tollway. STV will provide guidance and assist VES with the supervision of field staff and construction management field office operations, including how to work with the web-based project management program. STV will help VES develop technical and project management skills in order for VES to pursue their prequalification in Special Services - Construction Inspection, so that they may pursue Construction Management services on other projects. STV will train VES to develop a quality plan that meets the requirements and expectations of the Tollway's Consultant Quality Program. STV will provide guidance to VES in the preparation of proposal exhibits, accounting practices, and compiling invoice documents.

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**III. MENTOR EXPERIENCE WITH THE PROGRAM**

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

YES  NO

**I-13-4112 and I-14-4189**

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

Areas of Assistance:

Assisted in developing Protege to perform CM on Tollway Projects.

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

YES  NO

**RR-18-4382**

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

Areas of Assistance:

Assist in developing Protege to perform design services on Tollway projects.

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

YES  NO

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

Areas of Assistance:

**IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM**

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

YES  NO

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

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

YES  NO

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

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

YES  NO

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

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

YES  NO

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


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

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#### V. STATEMENT OF COMMITMENT

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

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

  
SIGNATURE (Mentor Representative)

SIGNATURE (Protégé Representative)

12/12/19

12/12/19

(Date)

(Date)



Office of the Secretary of State Jesse White  
**CYBERDRIVEILLINOIS.COM**

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number	53492266
Entity Name	STV INCORPORATED
Status	ACTIVE

Entity Information	
Entity Type	CORPORATION
Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	Wednesday, 13 June 1984
State	NEW YORK
Duration Date	PERPETUAL

Agent Information	
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<b>Name</b> ILLINOIS CORPORATION SERVICE C
<b>Address</b> 801 ADLAI STEVENSON DRIVE SPRINGFIELD , IL 62703
<b>Change Date</b> Friday, 16 January 2015

<b>Annual Report</b>
<b>Filing Date</b> Friday, 26 April 2019
<b>For Year</b> 2019

<b>Officers</b>
<b>President</b> <b>Name &amp; Address</b> MILO E RIVERSO 225 PARK AVE SOUTH NEW YORK NY 10003
<b>Secretary</b> <b>Name &amp; Address</b> THOMAS W BUTCHER 225 PARK AVE SOUTH NEW YORK NY 10003

<b>Assumed Name</b>
INACTIVE STV GROUP

<b>Old Corp Name</b>
08/17/1995

SEELYE, STEVENSON, VALUE & KNECHT, INC.

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:43 03/31/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/31/20 AT 13:44 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.

\*

STV, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:43 03/31/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/31/20 AT 13:47 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.

DB Sterlin Consultants, Inc.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:43 03/31/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

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CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

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Gonzalez Companies, LLC

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OFFSET CONTRACT INQUIRY

12:43 03/31/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/31/20 AT 13:24 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\* Illinois Construction & Environmental Consulting, Inc.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:43 03/31/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/31/20 AT 13:50 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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Lin Engineering, Ltd.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:43 03/31/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/31/20 AT 14:29 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.

Pin Point Precision, LLC

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:43 03/31/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/31/20 AT 13:52 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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Sanchez & Associates, PC

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:43 03/31/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/31/20 AT 14:30 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Virtual Energy Solutions,  
Inc.

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OFFSET CONTRACT INQUIRY

13:40 05/15/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 05/15/20 AT 13:40 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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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

AECOM Technical Services, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:40 05/15/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

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Stanley Consultants, Inc.



OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:40 05/15/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

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Stantec Consulting Services, Inc.

## CONSTRUCTION MANAGER AGREEMENT

The Board of Directors, on the **26<sup>th</sup>** day of **March, 2020**, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **STV INCORPORATED**, a **corporation** authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSTRUCTION MANAGER".

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

WHEREAS, the CONSTRUCTION MANAGER has submitted a proposal dated **March 9, 2020**, to provide construction management services for Contract No. **I-16-4679R** for **Elgin O'Hare Western Access, IL 390 at Western Access Interchange**; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 19-3, Item 5**, 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-16-4679R** for **Elgin O'Hare Western Access, IL 390 at Western Access Interchange** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the CONSTRUCTION MANAGER of **March 9, 2020**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

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

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

### ARTICLE II

## Time of Performance

Upon receipt of a Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or March 27, 2020** and ending **December 31, 2025**, in accordance with the schedule included in the attached proposal.

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

## ARTICLE III

### Compensation

The CONSTRUCTION MANAGER shall perform all construction management services as required herein, and the TOLLWAY shall pay the CONSTRUCTION MANAGER as compensation therefor, the CONSTRUCTION MANAGER'S actual payroll costs times a multiplier of **2.8000**, and reimbursement of certain direct expenses (as each of these amounts are shown in Exhibit "1"), with an upper limit of compensation of **Thirteen Million, Four Hundred Ninety-Seven Thousand, Nine Hundred Sixty-Seven Dollars and Thirty-Six Cents (\$13,497,967.36)**. 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. **STV Incorporated** 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 **STV Incorporated, 200 West Monroe Street, Suite 1650, Chicago,**

**Illinois 60606-5114**, 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-16-4679R the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

STV INCORPORATED

By  06/15/2020  
Chairman/CEO - Signature Date  
Willard S. Evans, Jr.

 June 5, 2020  
President-Signature Date


Milo E. Rivero, PE

Printed Name as Signed Above

APPROVED:

 06/11/2020  
Executive Director - Signature Date  
Jose Alvarez


APPROVED:

 06/11/2020  
Chief Financial Officer - Signature Date  
Cathy R. Williams

APPROVED:

 06/08/2020  
General Counsel - Signature Date  
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

 06/08/2020  
Attorney General, State of Illinois - Signature Date

## CONSTRUCTION MANAGER PROPOSAL

### FOR CONTRACT NUMBER I-16-4679R

This proposal, dated March 9, 2020, is submitted by STV Incorporated of Chicago, IL for Construction Manager's Service.

#### DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract I-16-4679R for which we propose to provide Construction Manager Services is Elgin O'Hare Western Access, IL 390 at Western Access Interchange, in DuPage and Cook County (Counties), Illinois.

#### SCOPE OF CONSTRUCTION MANAGER SERVICES

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

#### FEE PROPOSAL

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the CONSTRUCTION MANAGER, for all costs, shall be \$ 13,497,967.36 (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-16-4679R

SUBMITTED BY:

FIRM NAME: STV Incorporated

ADDRESS: 200 West Monroe Street, Suite 1650

CITY, STATE &  
ZIP CODE: Chicago, IL 60606-5114

TELEPHONE: 312-553-0655

FACSIMILE: 312-553-0661

SIGNED BY:



PRINTED NAME: Richard Amodei

TITLE: Senior Vice President

**EXHIBIT G**  
**CONTRACT I-16-4679R**  
**(STV Incorporated)**  
**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 170 Item 7	Design Phase I Studies for Var Projects	\$2,000,000	\$370,000	12/20
PTB 189 Item 9	Design Congress Pkwy at Old Post Office Phase I Bridge Studies	\$744,206	\$744,206	12/21
PTB 192 Item 8	Construction Mgmnt Various Projects (sub to SQN)	\$82,500	\$38,000	6/20
PSB 17-3 Item 10	Design Tri-State Tollway, Bridge Rehab, Bridge Repairs, Bridge Demo, Various Locations (sub to Baxter & Woodman)	\$201,355	\$51,000	12/20
PSB 11-3 Item 2	Design EOWA Program Mgmnt (sub to CH2M Hill (Jacobs))	\$568,123	\$43,000	6/20
PSB 18-2 Item 2	Design I-94 at Stearns School Rd Bridge Replacement	\$1,774,888	\$50,000	6/20
PSB 18-3 Item 2	Construction Mgmnt BNSF RR over I-294 (sub to Transystems)	\$238,500	\$232,000	12/21
PSB 18-3 Item 11	Construction Mgmnt I-294 at I-57 (sub to Wight & Co)	\$1,097,888	\$1,097,888	12/21



## ILLINOIS TOLLWAY

### STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-16-4679R  
CONTRACTOR/CONSULTANT (NAME): STV Incorporated

#### 1. PAYMENT TERMS AND CONDITIONS:

- 1.1 **Minority Contractor Initiative:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.2 **Expenses:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 1.3 **Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/2018-Rates.aspx>).
- 1.4 **Federal Funding:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.5 **Invoicing:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through December 31 of any year must be submitted to the State no later than February 28 of the following year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
  - 1.5.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
  - 1.5.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

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

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

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

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



9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Illinois Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

- 18. MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 19. PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 20. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 21. SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 22. WARRANTIES FOR SUPPLIES AND SERVICES:**
- 22.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 22.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 22.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- 23. REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

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

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

## 25. SUPPLEMENTAL PROVISIONS

### 25.1 TOLLWAY SUPPLEMENTAL PROVISIONS

#### 25.1.1 Agents and Employees:

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

#### 25.1.2 Publicity:

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

#### 25.1.3 Third Party Beneficiaries:

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

#### 25.1.4 Successors In Interest:

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

#### 25.1.5 Venue:

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

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

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

25.1.5.3 The Illinois Tollway is not currently an appropriated agency.

25.2 **Report of a Change in Circumstances:** The Vendor agrees to report to the ILLINOIS TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the Vendor's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the Vendor's Certification/Disclosure Forms, the Vendor's IDOT pre-qualification,

or any certification or licensing required for this project. Additionally, Vendor agrees to report to the Illinois Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the Vendor, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

### **25.3 PAYMENT DATA REPORTING REQUIREMENT**

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

Additional information can be found at: <https://www.illinoistollway.com/doing-business#B2GNow>

(If hyperlink does not load, copy and paste the address into your web browser's address bar)

### **25.4 VENDOR SUPPLEMENTAL PROVISIONS**

Vendor Supplemental Provisions:

# STATE OF ILLINOIS

## SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

STV Incorporated

\_\_\_\_\_ 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."
	N/A
	<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.
	N/A

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

Agreed: STV Incorporated	Agreed:
By: Ted W. Lachus, PE	By:
Signed: 	Signed:
Position: Vice President	Position:
Date: December 16, 2019	Date:



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

**Date:** 3/9/2020 **Project Number:** I-16-4679R

**Project Name:** Elgin O'Hare Western Access, IL 390 at Western Access Interchange  
Construction Management Services

**DELINQUENT DEBT REVIEW**

**CONTRACTOR/  
CONSULTANT**

Sub Consultant Disclosure.

Will you be using any sub-consultants?  Yes  No

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

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

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

**Consultant:** STV Incorporated

**Federal Employment Identification Number (FEIN)** [REDACTED]

**E-Mail:** Ted.Lachus@stvinc.com

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

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

<u>Sub-Consultant(s)</u>	<u>Sub-Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Percentage of Contract (to extent known)</u>
Gonzalez Companies, LLC	[REDACTED]	1401 Branding Lane Suite 260 Downers Grove, IL 60515	Inspection	14
DB Sterlin Consultants, Inc.	[REDACTED]	123 N. Wacker Drive Suite 2000 Chicago, IL 60606	Inspection	8

Illinois Construction & Environmental Consulting, Inc.		2399 Foster Avenue Wheeling, IL 60090	Materials, Inspection	11
Pin Point Precision, LLC		1016 W. Jackson Blvd Chicago, IL 60607	Inspection	6
Sanchez & Associates, PC		8604 W. Catalpa Ave, Suite 912 Chicago, IL 60656	Survey	3
Virtual Energy Solutions, Inc.		31 E. Ogden Ave, Suite 304 LaGrange, IL 60525	Inspection	5
Stanley Consultants, Inc.		8501 W. Higgins Road Suite 730 Chicago, IL 60631	Design Support	1.5
Stantec Consulting Services		350 North Orleans Street Suite 1301 Chicago, IL 60654	Design Support	0.5
Lin Engineering, LTD.		576 Oakmont Lane Westmont, IL 60559	Design Support	0.5
AECOM Technical Services, Inc.		303 East Wacker Drive Suite 1400 Chicago, IL 60601	Design Support	0.5

Signature: 

Date: 3/9/2020

Printed Name: Ted W. Lachus, PE

# Certificate of Registration

**STATE BOARD OF ELECTIONS**

**Registration No. 12137**

**STV Incorporated**

200 West Monroe Suite 1650

Chicago IL 60606

Information for this business last updated on:

Friday, July 26, 2019

Certificate produced on Friday, July 26, 2019 at 2:30 PM





**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

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

Business Name: STV Incorporated

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              |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | (select applicable tax classification)                          |
|   | <input type="checkbox"/> C = corporation                        |
|   | <input type="checkbox"/> P = partnership                        |

Signature of Authorized Representative: 

Date: March 9, 2020

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

BidBuy Reference #: B-11591, Item 5 Procurement/Contract #: I-16-4679R

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

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

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

**1. Certification of Illinois Procurement Gateway Registration**

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

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

State of Illinois Vendor Registration Number: 20033486

IPG Expiration Date: 1/26/2021

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

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

Yes  No

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

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

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

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

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

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

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

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

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

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Department of Transportation	Design - Phase I Studies for Various Projects	Contract	\$2,000,000	PTB 170 Item 7
Illinois Department of Transportation	Design - Congress Parkway at Old Post Office Phase I Bridge Study	Contract	\$744,206	PTB 189 Item 9
Illinois Department of Transportation	Construction Management – Various Projects (sub to SQN)	Contract	\$82,500	PTB 192 Item 8
Illinois Tollway	Design – Tri-State Tollway, Bridge Rehab, Bridge Repairs, Bridge Demo, Various Locations (sub to Baxter & Woodman)	Contract	\$201,355	PSB 17-3 Item 10
Illinois Tollway	Design – EOWA Program Management (sub to CH2M Hill (Jacobs))	Contract	\$568,123	PSB 11-3 Item 2
Illinois Tollway	Design – I-94 at Stearns School Road Bridge Replacement	Contract	\$1,774,888	PSB 18-2 Item 2
Illinois Tollway	Construction Management – BNSF RR over I-294 (sub to Transystems)	Contract	\$238,500	PSB 18-3 Item 2

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

Illinois Tollway	Construction Management – I-294 at I-57 (sub to Wight & Co)	Pending Contract	\$1,097,888	PSB 18-3 Item 11
IDOT	FAP 362 Barrington Road from Illinois Route 62 (Algonquin Road) to Central Road, Phase II Engineering Services	Proposal (selections pending)	TBD	PTB 194, Item 1
IDOT	I-80 from Chicago Street to US Route 30; Briggs Street Interchange, Phase II Engineering Services	Proposal (selections pending)	TBD	PTB 194, Item 9
IDOT	I-80 from East of Ridge Road to Houbolt Road; I-55 Interchange, Phase II Engineering Services	Proposal (selections pending)	TBD	PTB 194, Item 10
IDOT	Reconstruction of IL 2 from IL 72 (E) in Byron to Beltline Road South of Rockford, Phase I & II Engineering Services	Proposal (selections pending)	TBD	PTB 194, Item 22
IDOT	I-57 Interchange with US 45/52 in Kankakee, Phase I and II Engineering Services	Proposal (selections pending)	TBD	PTB 194, Item 31
IDOT	IL Route 4/15 over the Kaskaskia River, Phase I Engineering Services, Fayetteville	Proposal (selections pending)	TBD	PTB 194, Item 51

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

**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: STV Incorporated

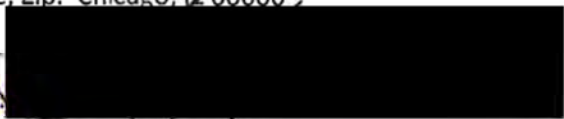
Phone: 303-951-9300

Street Address: 200 W Monroe St. Suite 1650

Email: james.mcginley@stvinc.com

City, State, Zip: Chicago, IL 60606

Vendor Contact: James McGinley

Signature: 

Date: March 9, 2020

Printed Name: Ted W. Lachus, PE


Title: Vice President

## Vendor Registration: View

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

STV Incorporated

System Vendor Number: 20033486

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

Show only flagged items.

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## Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	1/22/2020
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0355958
REVIEWER	<a href="#">Chris Haberman</a>
DATE REVIEWED	1/27/2020
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	1/26/2021
FLAG FORM	<a href="#">Add Flag</a>

## Settings

SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED	No
REGISTERING AS A	Prime & Subcontractor

## Entity Information

BUSINESS NAME	STV Incorporated
CONTACT FOR THIS SUBMISSION	<a href="#">James McGinley (change contact)</a>
PRIMARY CONTACT EMAIL	<a href="mailto:james.mcginley@stvinc.com">james.mcginley@stvinc.com</a>
PHONE	303-951-9300
FAX	303-951-9318
COMPANY EMAIL	<a href="mailto:james.mcginley@stvinc.com">james.mcginley@stvinc.com</a>
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	200 WEST MONROE STE 1650

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STV Incorporated







System Vendor Number: 20033486

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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	1/22/2020
STATUS	Accepted
BUSINESS NAME	STV Incorporated
POINT OF CONTACT	<a href="#">James McGinley</a>
FLAG FORM	<a href="#">Add Flag</a>

## A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime Contractor and Subcontractor	
2. NAME OF CEO/BUSINESS OWNER	Milo E Rivero	
3. ANNUAL SALES/GROSS RECEIPTS	528,768,000	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	5/12/1932	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Ted Lachus	
CONTACT PERSON TITLE	Vice President	
CONTACT PERSON PHONE	(312) 553-8444	
CONTACT PERSON EMAIL	ted.lachus@stvinc.com	

## B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	State Agency	
--	--------------	---

## Vendor Registration: View Form

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STV Incorporated

System Vendor Number: 20033486

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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	1/22/2020
STATUS	Accepted
BUSINESS NAME	STV Incorporated
POINT OF CONTACT	<a href="#">James McGinley</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? **No**

## Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

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



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STV Incorporated

System Vendor Number: 20033486

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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	1/22/2020
STATUS	Accepted
BUSINESS NAME	STV Incorporated
POINT OF CONTACT	<a href="#">James McGinley</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	2247	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 99120-00 07/17/2024	

## E. Authorized to do Business in Illinois

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

STAFF ATTACHED FILE(S)

[Attach File](#)

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

## Vendor Registration: View Form

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STV Incorporated

System Vendor Number: 20033486

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## Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	1/22/2020
STATUS	Accepted
BUSINESS NAME	STV Incorporated
POINT OF CONTACT	<a href="#">James McGinley</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. Y

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 Y

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 Y

Yes

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

Yes

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

Yes

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**N/A**

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

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**N/A**

## G. Board of Elections (BOE)

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

7/0

Yes, I certify my business is registered with BOE.

12137

## Additional Information

STAFF ATTACHED FILE(S)

Attach File

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STV Incorporated

System Vendor Number: 20033486

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## Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	1/22/2020
STATUS	Accepted
BUSINESS NAME	STV Incorporated
POINT OF CONTACT	<a href="#">James McGinley</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?

No business operations to disclose.

## Additional Information

STAFF ATTACHED FILE(S)

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STV Incorporated

System Vendor Number: 20033486

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## Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	1/22/2020
STATUS	Accepted
BUSINESS NAME	STV Incorporated
POINT OF CONTACT	<a href="#">James McGinley</a>
FLAG FORM	<a href="#">Add Flag</a>

## I. Financial Disclosures &amp; 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?

Yes

Document	Status
Parent Form	<b>Attached</b> by James McGinley on 12/16/2019
<a href="#">2019-12-13 Traveler Holdings Financial Disclosures and COI.pdf</a> (PDF)	
<a href="#">2019-12-13 Voyager Guarantor Corp Financial Disclosures and COI.pdf</a> (PDF)	
<a href="#">signed STVGroup.pdf</a> (PDF)	
<a href="#">2019-12-13 Engenuity Investors Financial Disclosures and COI w att X.pdf</a> (PDF, 1.78 MB)	

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. <a href="#">IPG Percentage of Ownership and Distributive Income Form.docx</a> (DOCX)	Attached by James McGinley on 12/16/2019

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

Yes

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

Yes

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

Not applicable - For-Profit Entity

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

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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.

Not applicable - No individuals disclosed in question 1

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.

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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.

**Yes**

In 2018, STV Incorporated received a complaint from the South Carolina Department of Labor, Licensing and Regulation (the Department) alleging an administrative oversight - that STV failed to timely amend its Certificate of Authorization to include a newly opened branch office in Columbia, South Carolina. STV's failure to update its firm license to include the newly opened Columbia office was an administrative oversight, and not done intentionally. Additionally, STV always employed a South Carolina licensed professional engineer

who was at all times in charge of the work performed out of the Columbia office. In March 2018, STV and the Department resolved the matter amicably. We are happy to provide any additional information you may require.

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

No

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

No

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

No

## Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

[Customer Support](#)

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## THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

TO: Eleanor Curcuro  
State Purchasing Officer

DATE: March 20, 2020

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

SUBJECT: Contract No. I-17-4679R  
STV Incorporated  
Affirmative Response on Forms B IPG – Question 22

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In the IPG disclosures submitted for STV Incorporated, the following question was answered Yes: Has there been any professional licensure discipline within the previous ten years? The following explanation was included in STV's IPG Registration, Section I:

“In 2018, STV Incorporated received a complaint from the South Carolina Department of Labor, Licensing and Regulation (the Department) alleging an administrative oversight - that STV failed to timely amend its Certificate of Authorization to include a newly opened branch office in Columbia, South Carolina. STV's failure to update its firm license to include the newly opened Columbia office was an administrative oversight, and not done intentionally. Additionally, STV always employed a South Carolina licensed professional engineer who was at all times in charge of the work performed out of the Columbia office. In March 2018, STV and the Department resolved the matter amicably.”

By copy of this memo, Engineering confirms our review of the information disclosed and that the Tollway has no issue with this information and recommends proceeding with the contract.

PDK:sb

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

Vendor Name: STV Incorporated

DBA:

**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
STV Group, Incorporated	225 Park Avenue South New York, NY 10003	100%	71,484,000	100%	3,482,000
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**ILLINOIS PROCUREMENT GATEWAY  
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are **seven** steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

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

Vendor Name	STV Incorporated
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	STV Group, Incorporated
Disclosing Entity's Parent Entity	Voyager Guarantor Corp.
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe:

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

**STEP 1  
SUPPORTING DOCUMENTATION SUBMITTAL**

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

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

**STEP 2  
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

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

**OPTION A – Ownership Share and Distributive Income**

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

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

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
Voyager Guarantor Corp.	225 Park Avenue South New York, NY 10003	100	

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

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

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>

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

Please certify that the following statements are true.

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

Yes  No

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

Yes  No

**OPTION B – Disclosure of Board of Directors (Not-for-Profits)**

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

TABLE – Z	
Name	Address

**STEP 3  
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Not applicable – no individuals disclosed in Step 2, Option A

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?  Yes  No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No



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

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?  Yes  No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?  Yes  No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?  Yes  No

**STEP 4**

**POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Not applicable – no individuals disclosed in Step 2, Option A

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No

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

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

**STEP 5  
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

**STEP 6  
POTENTIAL CONFLICTS OF INTEREST  
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

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

Please provide the name of the person or entity for which responses are provided: STV Group, Incorporated

1. Within the previous ten years, have you had debarment from contracting with any governmental entity?  Yes  No
2. Within the previous ten years, have you had any professional licensure discipline?  Yes  No
3. Within the previous ten years, have you had any bankruptcies?  Yes  No

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

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

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

**STEP 7  
SIGN THE DISCLOSURE**

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

Name of Disclosing Entity: STV Group, Incorporated

Signature:



Date: December 13, 2019

Printed Name: Thomas Butcher

Title: Chief Financial Officer

Phone Number: (212) 614-3335

Email Address: Thomas.Butcher@stvinc.com

**ILLINOIS PROCUREMENT GATEWAY  
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are **seven** steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

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

Vendor Name	STV Incorporated
Doing Business As (DBA)	
Disclosing Entity	Voyager Guarantor Corp.
Disclosing Entity's Parent Entity	Traveler Holdings, LLC
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe:

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

**STEP 1  
SUPPORTING DOCUMENTATION SUBMITTAL**

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

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

**STEP 2  
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

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

**OPTION A – Ownership Share and Distributive Income**

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

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

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
Traveler Holdings, LLC	225 Park Avenue South, New York, NY 10003	100%	

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

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

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>

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

Please certify that the following statements are true.

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

Yes  No

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

Yes  No

**OPTION B – Disclosure of Board of Directors (Not-for-Profits)**

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

TABLE – Z	
Name	Address

**STEP 3  
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Not applicable – no individuals disclosed in Step 2, Option A

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?  Yes  No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No

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

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?  Yes  No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?  Yes  No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?  Yes  No

**STEP 4**

**POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Not applicable – no individuals disclosed in Step 2, Option A

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No



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

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

**STEP 5  
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

**STEP 6  
POTENTIAL CONFLICTS OF INTEREST  
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

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

Please provide the name of the person or entity for which responses are provided: Voyager Guarantor Corp.

1. Within the previous ten years, have you had debarment from contracting with any governmental entity?  Yes  No
2. Within the previous ten years, have you had any professional licensure discipline?  Yes  No
3. Within the previous ten years, have you had any bankruptcies?  Yes  No

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

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

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

**STEP 7  
SIGN THE DISCLOSURE**

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

Name of Disclosing Entity: Voyager Guarantor Corp.

Signature:



Date: December 13, 2019

Printed Name: Scott Stevens

Title: President, Treasurer

Phone Number: (312) 577-2620

Email Address: sstevens@divfin.com

**ILLINOIS PROCUREMENT GATEWAY  
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are **seven** steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

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

Vendor Name	STV Incorporated
Doing Business As (DBA)	
Disclosing Entity	Traveler Holdings, LLC
Disclosing Entity's Parent Entity	Enginuity Investors, LLC
Instrument of Ownership or Beneficial Interest	Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Company) <input type="checkbox"/> If you selected Other, please describe:

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

**STEP 1  
SUPPORTING DOCUMENTATION SUBMITTAL**

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

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

**STEP 2  
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

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

**OPTION A – Ownership Share and Distributive Income**

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

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

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
Enginuity Investors, LLC	350 South Main Avenue, Suite 401 Sioux Falls, SD 57104	100%	

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

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

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>

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

Please certify that the following statements are true.

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

Yes  No

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

Yes  No

**OPTION B – Disclosure of Board of Directors (Not-for-Profits)**

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

TABLE – Z	
Name	Address

**STEP 3  
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Not applicable – no individuals disclosed in Step 2, Option A

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?  Yes  No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No

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

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?  Yes  No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?  Yes  No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?  Yes  No

**STEP 4**

**POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Not applicable – no individuals disclosed in Step 2, Option A

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No

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

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

**STEP 5  
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

**STEP 6  
POTENTIAL CONFLICTS OF INTEREST  
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

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

Please provide the name of the person or entity for which responses are provided: Traveler Holdings, LLC

1. Within the previous ten years, have you had debarment from contracting with any governmental entity?  Yes  No
2. Within the previous ten years, have you had any professional licensure discipline?  Yes  No
3. Within the previous ten years, have you had any bankruptcies?  Yes  No



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

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

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

**STEP 7  
SIGN THE DISCLOSURE**

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

Name of Disclosing Entity: Traveler Holdings, LLC

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

Date: December 13, 2019

Printed Name: Scott Stevens

Title: President, Treasurer

Phone Number: (312) 577-2620

Email Address: sstevens@divfin.com

**ILLINOIS PROCUREMENT GATEWAY  
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are seven steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

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

Vendor Name	STV Incorporated
Doing Business As (DBA)	
Disclosing Entity	Enginuity Investors, LLC
Disclosing Entity's Parent Entity	No 100% Parent's Parent Entity
Instrument of Ownership or Beneficial Interest	Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Company) <input type="checkbox"/> If you selected Other, please describe:

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

**STEP 1  
SUPPORTING DOCUMENTATION SUBMITTAL**

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

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

**STEP 2  
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

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

**OPTION A – Ownership Share and Distributive Income**

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

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

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
See attached Table - X			

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

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

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>

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

Please certify that the following statements are true.

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

Yes  No

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

Yes  No

**OPTION B – Disclosure of Board of Directors (Not-for-Profits)**

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

TABLE – Z	
Name	Address

**STEP 3  
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: See Table - X attached

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?  Yes  No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No

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

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?  Yes  No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?  Yes  No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?  Yes  No

**STEP 4**

**POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: See Table - X attached

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No

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

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

**STEP 5  
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

**STEP 6  
POTENTIAL CONFLICTS OF INTEREST  
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

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

Please provide the name of the person or entity for which responses are provided: See Table - X attached

1. Within the previous ten years, have you had debarment from contracting with any governmental entity?  Yes  No
2. Within the previous ten years, have you had any professional licensure discipline?  Yes  No
3. Within the previous ten years, have you had any bankruptcies?  Yes  No

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

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4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

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

**STEP 7  
SIGN THE DISCLOSURE**

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

Name of Disclosing Entity: Enginuity Investors, LLC

Signature: 

Date: December 13, 2019

Printed Name: Derek Arend

Title: President

Phone Number: 605-275-5880

Email Address: darend@maroonptc.com



**CERTIFICATE OF LIABILITY INSURANCE**

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

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

<b>PRODUCER</b> Conner Strong & Buckelew PO Box 99106 Camden, NJ 08101 877 861-3220	CONTACT NAME <b>Tekoa M. Judge</b>
	PHONE (A/C, No, Ext) <b>877 861-3220</b>
<b>INSURED</b> STV Incorporated 200 W. Monroe Street Suite 1650 Chicago, IL 60606	FAX (A/C, No)
	E-MAIL ADDRESS <b>tjudge@connerstrong.com</b>
INSURER(S) AFFORDING COVERAGE	
INSURER A	Underwriters At Lloyds
INSURER B	XL Specialty Insurance Company
INSURER C	New Hampshire Ins. Co.
INSURER D	National Union Fire Insurance Co.
INSURER E	Starr Surplus Lines Ins. Co.
INSURER F	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$10,000,000 GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GLL1064901	04/01/2020	04/01/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV NJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	CA4489616 (AOS) \$250 COMP DED \$500 COMP DED	04/01/2020	04/01/2021	COMB NED S NGLE L MIT (Ea accident) \$2,000,000 BOD LY INJURY (Per person) \$ BOD LY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Med Expense \$5,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X	US00083352LI20A	04/01/2020	04/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below			015893609 (AOS) 015893610 (CA)	04/01/2020 04/01/2020	04/01/2021 04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L. EACH ACC DENT \$1,000,000 E L. DISEASE - EA EMPLOYEE \$1,000,000 E L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability			1000633951201	04/01/2020	04/01/2021	Per Claim: \$2,000,000 Aggregate: \$2,000,000

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

1. Property Coverage:  
 Policy #: PPR466950301 / Policy Term: 4/1/2020 - 4/1/2021  
 Insurance Carrier: Zurich American Insurance Company / NAIC#: 16535  
 Valuable Papers Limits: \$10,000,000  
 All Risk Coverage - Agreed Value  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> The Illinois State Toll Highway Authority 2700 Ogden Avenue Downers Grove, IL 60515	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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## DESCRIPTIONS (Continued from Page 1)

2. Leased / Rented / Borrowed Equipment from Others Sublimit: \$500,000

3. The Captioned Commercial General Liability Policy includes the following coverage:

- a. XCU
- b. Contractual Liability
- c. Contractual Liability - Railroads is included by amending the definition of an "Insured Contract" when working within 50ft of a Railroad (CG 24 17 10 01)

4. The Captioned Workers Compensation & Employers Liability coverage includes the following coverage on an if any basis:

- a. USL&H
- b. Maritime
- c. FELA

5. A Waiver of Subrogation is provided in favor of the Additional Insureds under the captioned Commercial General Liability, Business Automobile Liability, Commercial Excess Liability, Workers Compensation & Employers Liability Coverages if required by written contract & permitted by state law.

6. The captioned Commercial Excess Liability policy is following form of the Commercial General Liability, Automobile Liability, and Employers Liability Policies.

7. 30 Days Notice of Cancellation and Non-Renewal, 10 Days Notice in the event of Non-Payment of Premium, will be provided subject to the terms and conditions of the policy.

**RE: STV Project #: TBD; Contract No. I-17-4679R**

**Project Name: Elgin OHare Western Access, IL 390 at Western Access Interchange**

The Illinois State Toll Highway Authority is included as Additional Insured on a primary noncontributory basis if required by written contract under the following coverage: Commercial General Liability, Business Automobile Liability and Commercial Excess Liability Coverage. The Additional Insured coverage under the Commercial General Liability is provided for both Ongoing and Completed Operations under ISO Form #s CG 2010 07 04 and CG 2037 0704.

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2020 forms a part of

Policy No. CA 4489616 issued to STV Group, Inc.

by National Union Fire Insurance Company of Pittsburgh, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

#### **SCHEDULE**

#### **ADDITIONAL INSURED:**

"ANY PERSON OR ORGANIZATION TO WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS. BUT ONLY TO THE EXTENT AS SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF USE OF A COVERED AUTO."

**I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

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AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement.	All location for all project where required by written contract or written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Where required by written contract or written agreement.	All location where required by written contract or written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

# Contract Information Sheet

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

Consultant Name: STV Incorporated

Contract Number: I-16-4679R

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-16-4679R

Consultant: STV Incorporated

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

												Grand Total Exhibit A Hours	34324	
MONTHS of YEAR 2020												TOTAL HOURS		
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Principal											4	4	8	
Project Manager											80	175	255	
Resident Engineer											80	175	255	
Documentation Technician											80	175	255	
Material Coordination											80	175	255	
Inspector						175	175	175	175	175	175	175	1225	
Design Support Intern														
<b>TOTALS</b>						175	175	175	175	175	499	879	2253	

Contract Number: I-16-4679R

Consultant: STV Incorporated

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Principal	4	4	4	4	4	4	4	4	4	4	4	4	48
Project Manager	175	175	175	175	175	175	175	175	175	175	175	175	2100
Resident Engineer	175	175	175	175	175	175	175	175	175	175	175	175	2100
Documentation Technician	175	175	175	175	175	175	175	175	175	175	175	175	2100
Material Coordination	175	175	175	220	220	220	220	220	220	220	220	175	2460
Inspector	175	175	175	195	195	195	195	195	195	195	195	195	2280
Design Support		100	100	200	200	100	100						800
Intern						175	175	175					525
<b>TOTALS</b>	879	979	979	1144	1144	1219	1219	1119	944	944	944	899	12413



Contract Number: I-16-4679R

Consultant: STV Incorporated

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Principal	4	4	4	4	4	4	4	4	4	4	4	4	48
Project Manager	175	175	175	175	175	175	175	175	175	175	175	175	2100
Resident Engineer	175	175	175	175	175	175	175	175	175	175	175	175	2100
Documentation Technician	175	175	175	175	175	175	175	175	175	175	175	175	2100
Material Coordination	175	175	175	220	220	220	220	220	220	220	220	175	2460
Inspector	195	195	195	195	195	195	147						1317
Design Support Intern						175	175	175					525
<b>TOTALS</b>	899	899	899	944	944	1119	1071	924	749	749	749	704	10650

Contract Number: I-16-4679R

Consultant: STV Incorporated

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2023												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Principal	4	4	4	4	4	4	4	4	4	4	4	4	48
Project Manager	175	175	175	175	175	175	175	175	175	120	100	80	1875
Resident Engineer	175	175	175	175	175	175	175	175	175	175	175	175	2100
Documentation Technician	175	175	175	175	175	175	175	175	175	175	175	175	2100
Material Coordination	175	175	175	220	220	220	175	175	175	175	175	175	2235
Inspector													
Design Support				100	100	100							300
Intern						175	175						350
<b>TOTALS</b>	704	704	704	849	849	1024	879	704	704	649	629	609	9008



Contract No.: I-16-4679R Consultant: STV Incorporated

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT** - rate based on link below  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
  
- B. **ALLOWABLE DIRECT COSTS** - based on link below  
[https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS\\_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5](https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5)
  
- C. **OVERTIME PREMIUM**
  
- D. **ITEMIZED DIRECT COSTS** - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

**DIRECT COST CATEGORY**

**Rail Certifications/Training/Requirements**

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**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)** **\$ 349,205.23**

Contract No.: I-16-4679R

Consultant: STV Incorporated

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** Bruce Jennings

**Project Engineer:** N/A

**Resident Engineer:** Kevin Gartley

**Documentation Engineer:** Tammy Griffin

**Project Civil Engineer:** Ted Lachus

**Project Structural Engineer:** Roger Winkleman

**Project Drainage Engineer:** N/A

**Senior Engineer:** N/A

**Others:** Name: Bruce Buick

Classification: Materials Coordinator

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

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

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

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

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

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

# **Exhibit F**

## **Scope of Work**

**Elgin O'Hare Western Access – Western Access Interchange**

Contract No. I-16-4679R

**Illinois State Toll Highway Authority**

## **I. PROJECT DESCRIPTION**

This project is for Phase III engineering services for proposed construction of the Elgin O'Hare Western Access Western Access Interchange in DuPage 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 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 capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

The Consultant will provide CM services for Tollway Construction Contract I-16-4669 (Western Access Interchange Bridges) and for Construction Contract N04-A (beam fabrication).

## **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, latest edition, 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 the Tollway.

### **B. QUALITY ASSURANCE SERVICES**

1. Construction management services are required to provide materials testing and quality assurance (QA) for the following Elgin O'Hare Western Access (EOWA) contracts: I-16-4669 – Western Access Interchange Ramp Bridges.
2. QA will be in accordance with the Tollway Construction Manager's Manual, Illinois State 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. OTHER CONTRACT WORK**

The Construction Manager and its subconsultants are precluded from managing and directly supervising work that they are performing under other Tollway contracts. The following shall apply:

The CM and its subconsultants can perform work on other Tollway projects provided that:

1. The Consultant does not serve as the Tollway's project manager overseeing work done by that consultant firm on another Tollway contract - specifically if the consultant reviews progress reports and invoices of a contract that has that consultant as a part of the team.
2. The Consultant does not review their own firm's work if that consultant firm is working on another Tollway contract.
3. Any other potential issue that a professional firm, professional individual or the Tollway reasonably determines is inappropriate shall not be allowed to occur.

**II. REQUIRED SUBMITTALS TO THE AUTHORITY**

Submittal requirements shall be in accordance with the CM Manual.

**III. 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-16-4679R**  
**Elgin O'Hare Western Access, IL 390 at Western Access Interchange**

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SCHEDULE

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1.	Proposal Meeting	week of 3/2/2020
2.	CM Proposal Submittal	3/6/2020
3.	CM Proposal Approval	3/13/2020
4.	Board Award	4/16/2020
5.	Notice to Proceed	6/1/2020*
6.	Construction Start Date	4/1/2021
7.	Construction Contract Completion	6/20/2023

\*Utility Relocation Work is anticipated to begin in 2020.

## Attachment A

### Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway CRP and MI 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:
- 4.0** Submittal schedule, submittals shall be processed using the System to provide a

record of activity.

**5.0** Progress reports.

**6.0** Inspection reports.

**7.0** Requests for information, project clarifications, general communication and project related issues.

**8.0** Meeting agendas, no later than 3 days before meeting.

**9.0** 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.

**10.0** Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:

10.1 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.

10.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.

10.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.

10.4 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.

10.5 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>6</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

<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.

**Attachment to Exhibit F – Scope of Work**

**Project Number I-16-4679R**

**Elgin-O’Hare Western Access, IL 390 at Western Access Interchange**

**Construction Management Services**

**STV Incorporated**

**March 9, 2020**

Additional information regarding the scope of work:

- 1) There will be no extended 2nd or 3rd shifts. Occasional work for specific operations is expected corresponding to a typical project of this size.
- 2) There will be no extended night work. Occasional work for specific operations is expected corresponding to a typical project of this size. The railroads and airport may require some work be done at night for specific operations.
- 3) The Contractor NTP will be on 4/1/21.
- 4) The construction completion date will be on 6/30/23.

**EXHIBIT G**

**Contract No. I-16-4679R**

**STV Incorporated**

**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 170 Item 7	Design - Phase I Studies for Various Projects	\$2,000,000.00	\$370,000.00	12/31/2020
PTB 189 Item 9	Design - Congress Parkway at Old Post Office Phase I Bridge Studies	\$744,206.00	\$744,206.00	12/31/2021
PTB 192 Item 8	Construction Management - Various Projects (sub to SQN)	\$82,500.00	\$38,000.00	6/30/2020
PSB 17-3 Item 10	Design - Tri-State Tollway, Bridge Rehab, Bridge Repairs, Bridge Demo, Various Locations (sub to Baxter & Woodman)	\$201,355.00	\$51,000.00	12/31/2020
PSB 11-3 Item 2	Design - EOWA Program Management (sub to CH2M Hill (Jacobs))	\$568,123.00	\$43,000.00	6/30/2020
PSB 18-2 Item 2	Design - I-94 at Stearns School Road Bridge Replacement	\$1,774,888.00	\$50,000.00	6/30/2020
PSB 18-3 Item 2	Construction Management - BNSF RR over I-294 (sub to Transystems)	\$238,500.00	\$232,000.00	12/21/2020
PSB 18-3 Item 11	Construction Management - I-294 at I-57 (sub to Wight & Co.)	\$1,097,888.00	\$1,097,888.00	12/31/2021

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

<p>1 <u>Gonzalez Companies, LLC</u></p> <p>Direct Labor                   \$ 1,797,393.20</p> <p>Direct Costs                   \$ 92,322.23</p> <p>Services by Others                   </p> <p>Additional Services **                   </p> <p>Total this Subconsultant (ULC)                   \$ 1,889,715.43</p>	<p>7 _____</p> <p>Direct Labor                   </p> <p>Direct Costs                   \$ -</p> <p>Services by Others                   \$ -</p> <p>Additional Services **                   \$ -</p> <p>Total this Subconsultant (ULC)                   \$ -</p>
<p>2 <u>DB Sterlin Consultants, Inc.</u></p> <p>Direct Labor                   \$ 1,027,081.83</p> <p>Direct Costs                   \$ 52,755.56</p> <p>Services by Others                   </p> <p>Additional Services **                   </p> <p>Total this Subconsultant (ULC)                   \$ 1,079,837.39</p>	<p>8 _____</p> <p>Direct Labor                   </p> <p>Direct Costs                   \$ -</p> <p>Services by Others                   \$ -</p> <p>Additional Services **                   \$ -</p> <p>Total this Subconsultant (ULC)                   \$ -</p>
<p>3 <u>Illinois Construction &amp; Environmental Consulting, Inc.</u></p> <p>Direct Labor                   \$ 1,361,782.51</p> <p>Direct Costs                   \$ 122,993.90</p> <p>Services by Others                   \$ -</p> <p>Additional Services **                   \$ -</p> <p>Total this Subconsultant (ULC)                   \$ 1,484,776.41</p>	<p>9 _____</p> <p>Direct Labor                   </p> <p>Direct Costs                   \$ -</p> <p>Services by Others                   \$ -</p> <p>Additional Services **                   \$ -</p> <p>Total this Subconsultant (ULC)                   \$ -</p>
<p>4 <u>Pin Point Precision, LLC</u></p> <p>Direct Labor                   \$ 770,311.37</p> <p>Direct Costs                   \$ 39,566.67</p> <p>Services by Others                   \$ -</p> <p>Additional Services **                   \$ -</p> <p>Total this Subconsultant (ULC)                   \$ 809,878.04</p>	<p>10 _____</p> <p>Direct Labor                   </p> <p>Direct Costs                   \$ -</p> <p>Services by Others                   \$ -</p> <p>Additional Services **                   \$ -</p> <p>Total this Subconsultant (ULC)                   \$ -</p>
<p>5 <u>Sanchez &amp; Associates, PC</u></p> <p>Direct Labor                   \$ 385,155.68</p> <p>Direct Costs                   \$ 19,783.34</p> <p>Services by Others                   \$ -</p> <p>Additional Services **                   \$ -</p> <p>Total this Subconsultant (ULC)                   \$ 404,939.02</p>	<p>11 _____</p> <p>Direct Labor                   </p> <p>Direct Costs                   \$ -</p> <p>Services by Others                   \$ -</p> <p>Additional Services **                   \$ -</p> <p>Total this Subconsultant (ULC)                   \$ -</p>

6 Lin Engineering, Ltd

Direct Labor	<u>\$ 66,489.84</u>	
Direct Costs	<u>\$ 1,000.00</u>	
Services by Others	<u>\$ -</u>	
Additional Services **	<u>\$ -</u>	
Total this Subconsultant (ULC)		<u>\$ 67,489.84</u>

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

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

TOTAL DBE/MBE/WBE Subconsultants:	<u>\$ 5,736,636.13</u>
TOTAL Additional Services DBE/MBE/WBE Subconsultants:	<u>\$ -</u>
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:	<u>\$ 5,736,636.13</u>
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):	<u>42.50%</u>
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):	<u>42.50%</u>



**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>Virtual Energy Solutions, Inc.</u></p> <p>Direct Labor                    <u>\$ 641,926.14</u></p> <p>Direct Costs                    <u>\$ 32,972.23</u></p> <p>Services by Others                    _____</p> <p>Additional Services **                    _____</p> <p>Total this Subconsultant (ULC)                    <u>\$ 674,898.37</u></p>	<p>6 _____</p> <p>Direct Labor                    _____</p> <p>Direct Costs                    <u>\$ -</u></p> <p>Services by Others                    <u>\$ -</u></p> <p>Additional Services **                    <u>\$ -</u></p> <p>Total this Subconsultant (ULC)                    <u>\$ -</u></p>
<p>2 <u>AECOM</u></p> <p>Direct Labor                    <u>\$ 66,489.83</u></p> <p>Direct Costs                    <u>\$ 1,000.00</u></p> <p>Services by Others                    _____</p> <p>Additional Services **                    _____</p> <p>Total this Subconsultant (ULC)                    <u>\$ 67,489.83</u></p>	<p>7 _____</p> <p>Direct Labor                    <u>\$ -</u></p> <p>Direct Costs                    <u>\$ -</u></p> <p>Services by Others                    <u>\$ -</u></p> <p>Additional Services **                    <u>\$ -</u></p> <p>Total this Subconsultant (ULC)                    <u>\$ -</u></p>
<p>3 <u>Stantec Inc.</u></p> <p>Direct Labor                    <u>\$ 66,489.83</u></p> <p>Direct Costs                    <u>\$ 1,000.00</u></p> <p>Services by Others                    <u>\$ -</u></p> <p>Additional Services **                    <u>\$ -</u></p> <p>Total this Subconsultant (ULC)                    <u>\$ 67,489.83</u></p>	<p>8 _____</p> <p>Direct Labor                    <u>\$ -</u></p> <p>Direct Costs                    <u>\$ -</u></p> <p>Services by Others                    <u>\$ -</u></p> <p>Additional Services **                    <u>\$ -</u></p> <p>Total this Subconsultant (ULC)                    <u>\$ -</u></p>
<p>4 <u>Stanley Consultants, Inc.</u></p> <p>Direct Labor                    <u>\$ 201,469.52</u></p> <p>Direct Costs                    <u>\$ 1,000.00</u></p> <p>Services by Others                    <u>\$ -</u></p> <p>Additional Services **                    <u>\$ -</u></p> <p>Total this Subconsultant (ULC)                    <u>\$ 202,469.52</u></p>	<p>9 _____</p> <p>Direct Labor                    <u>\$ -</u></p> <p>Direct Costs                    <u>\$ -</u></p> <p>Services by Others                    <u>\$ -</u></p> <p>Additional Services **                    <u>\$ -</u></p> <p>Total this Subconsultant (ULC)                    <u>\$ -</u></p>
<p>5 _____</p> <p>Direct Labor                    <u>\$ -</u></p> <p>Direct Costs                    <u>\$ -</u></p> <p>Services by Others                    <u>\$ -</u></p> <p>Additional Services **                    <u>\$ -</u></p> <p>Total this Subconsultant (ULC)                    <u>\$ -</u></p>	<p>10 _____</p> <p>Direct Labor                    <u>\$ -</u></p> <p>Direct Costs                    <u>\$ -</u></p> <p>Services by Others                    <u>\$ -</u></p> <p>Additional Services **                    <u>\$ -</u></p> <p>Total this Subconsultant (ULC)                    <u>\$ -</u></p>

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

**TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 1,012,347.55**

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

**TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 1,012,347.55**

# Contract Information Sheet

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

Consultant Name: Gonzalez Companies, LLC

Contract Number: I-16-4679R

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-16-4679R

Consultant: Gonzalez Companies, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	15040
													TOTAL HOURS	
MONTHS of YEAR 2021														
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Inspection				480	480	480	480	480	640	640	640	480	4800	
<b>TOTALS</b>				480	480	480	480	480	640	640	640	480	4800	

Contract Number: I-16-4679R

Consultant: Gonzalez Companies, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Inspection	480	480	640	640	640	640	640	640	640	640	640	640	640	7360
<b>TOTALS</b>	480	480	640	640	640	640	640	640	640	640	640	640	640	7360

Contract Number: I-16-4679R

Consultant: Gonzalez Companies, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2023												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Inspection	480	480	480	480	480	480							2880
<b>TOTALS</b>	480	480	480	480	480	480							2880



Contract No.: I-16-4679R Consultant: Gonzalez Companies, LLC

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
  
- B. ALLOWABLE DIRECT COSTS - based on link below**  
[https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS\\_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5](https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5)
  
- C. OVERTIME PREMIUM**
  
- D. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 92,322.24**

Contract No.: I-16-4679R

Consultant: Gonzalez Companies, 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-16-4679R  
Gonzalez Companies, LLC**

**SCOPE OF SERVICES**

Construction Management

**EXHIBIT G**

**Contract No. I-16-4679R**

**Gonzalez Companies, 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>
PTB 164/7	Const. Insp – Joliet Movable Bridges	\$2,079,647	\$626,227	1/1/2021
PTB 183/9	Const. Insp – I-290/I-90 Congress Pkwy	\$3,006,130	\$297,143	6/1/2020
PTB 184/27	Const. Insp. – District 8 Various/Various	\$50,000	\$50,000	12/31/2021
PTB 189/1	Const. Insp – I-80 at US 30	\$280,024	\$280,024	12/31/2021
PTB 192/6	Const. Insp – I-90 at Montrose Ave.	\$1,876,336	\$1,876,336	12/31/2022
PTB 194/28	Const. Insp. – District 3 Various/Various	\$2,000,000	\$2,000,000	12/31/2025
PSB 14-3/5	RR-14-5703 Const. Insp – Design upon Request	\$165,049	\$111,378	12/31/2021
PSB 18-1/10	I-18-4357 Const. Insp – Tri-State Tollway CUR	\$5,000,000	\$1,564,468	12/31/2022
PSB 18-2/9	RR-18-4378 Const. Insp – Systemwide CUR	\$200,000	\$200,000	1/1/2023
PSB 18-3/4	I-18-4413 Const. Insp – I-294 ITS Relocation	\$138,420	\$4,300	5/1/2020
PSB 18-3/6	I-18-4409 Const. Insp – Systemwide CUR	\$522,935	\$198,842	12/31/2020

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**TOTAL 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)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: Illinois Construction & Environmental Consulting, Inc.

Contract Number: I-16-4679R

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-16-4679R

Consultant: Illinois Construction & Environmental Consulting, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2021												Grand Total Exhibit A Hours
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS
Assist Resident Engineer				128	128	128	128	128	128	128	128	128	1152
Materials QA Inspector				160	160	160	160	160	160	160	0	0	1120
				160	160	160	160	160	160	160	160	160	1440
<b>TOTALS</b>				448	448	448	448	448	448	448	288	288	3712

Contract Number: I-16-4679R

Consultant: Illinois Construction & Environmental Consulting, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Assist Resident Engineer	128	128	128	128	128	128	128	128	128	128	128	128	128	1536
Materials QA	0	0	160	160	160	160	160	160	160	160	160	0	0	1280
Inspector	160	160	160	160	160	160	160	160	160	160	160	160	160	1920
<b>TOTALS</b>	288	288	448	448	448	448	448	448	448	448	288	288	4736	

Contract Number: I-16-4679R

Consultant: Illinois Construction & Environmental Consulting, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2023												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Assist Resident Engineer	128	128	128	128	128	128							768
Materials QA	0	0	160	160	160	152							632
Inspector	160	160	160	160	160	160							960
<b>TOTALS</b>	288	288	448	448	448	440							2360







Contract No.: I-16-4679R

Consultant: Illinois Construction & Environmental Consulting, 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: Joseph Trevino

Classification: Materials QA

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

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

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

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

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

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

**EXHIBIT F**

**Contract No. I-16-4679R**

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

**SCOPE OF SERVICES**

See Attached:

**EXHIBIT G**

**Contract No. I-16-4679R**

**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-16-4250	Construction Management Services Upon	\$300,000.00	\$44,090.00	12/31/2020
C-93-038-16	Construction Inspection for IL 178 over the Illinois River	\$825,000.00	\$68,803.00	12/31/2020
C-94-053-16	Materials Project Manager for Various Materials Inspections	\$337,500.00	\$82,238.00	12/31/2020
I-18-4356	Tri-State Tollway, Roadway and and Bridge Rehabilitation and Widening, Wolf Road and the Balmoral Avenue	\$600,000.00	\$908.00	12/31/2020
C-91-318-16	Construction Inspection for I-290 at Salt Creek	\$747,446.00	\$332,966.00	12/31/2020
I-16-4274	Construction Inspection for the Reagan Memorial Tollway, IL Rt 47 Interchange, M.P. 109.3	\$1,238,776.00	\$207,410.00	10/31/2020
RR-18-9206	Materials Engineering Services, Systemwide	\$1,392,659.00	\$1,037,867.00	9/30/2021
C-94-052-13	Construction Inspection for US 150/IL 116 & 29	\$755,539.00	\$755,539.00	8/19/2023
C-93-049-19	Construction Inspection for I-180 over the Illinois River	\$765,001.00	\$765,001.00	12/31/2021

Contract No.: I-16-4679R

Consultant: Illinois Construction & Environmental Consulting, 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

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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

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

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

**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: DB Sterlin Consultants, Inc.

Contract Number: I-16-4679R

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-16-4679R

Consultant: DB Sterlin Consultants, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	9184
MONTHS of YEAR 2021													TOTAL	HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Inspection				160	320	400	400	400	400	400	320	300		3100
<b>TOTALS</b>				160	320	400	400	400	400	400	320	300		3100

Contract Number: I-16-4679R

Consultant: DB Sterlin Consultants, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Inspection	320	320	320	400	400	400	400	400	400	400	320	300	4380
<b>TOTALS</b>	320	320	320	400	400	400	400	400	400	400	320	300	4380

Contract Number: I-16-4679R

Consultant: DB Sterlin Consultants, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2023												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Inspection	320	320	320	320	320	104							1704
<b>TOTALS</b>	320	320	320	320	320	104							1704



Contract No.:                   I-16-4679R                   Consultant:                   DB Sterlin Consultants, Inc.                  

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS\\_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5](https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5)
  
- C. **OVERTIME PREMIUM**
  
- D. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

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**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)                     \$   52,755.56**

Contract No.: I-16-4679R

Consultant: DB Sterlin Consultants, 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-16-4679R**

**DB Sterlin Consultants, Inc.**

**SCOPE OF SERVICES**

DB Sterlin Consultants, Inc. will perform Construction Management Services for the Tollway as needed and directed by STV, Inc.



**EXHIBIT G**

**Contract No. I-16-4679R**

**DB Sterlin Consultants, 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-16-4266	IL 53 North Extension EIS	500,000	500,000	1/1/2022
I-17-4676	I-490/I-90 System Interchange Design	1,339,799	56,290	6/1/2020
I-17-4300	I-294 Roosevelt to St. Charles Design	770,000	85,000	1/1/2023
I-17-4302	I-294 Wolf Rd to O'Hare Oasis Design	900,000	90,000	6/1/2020
RR-16-4280	CM Upon Request	260,000	0	1/1/2020
I-17-4679R	I-390/I-490 System Interchange CM	Pending	Pending	7/1/2023
RR-16-4253	I-88 IL 251 to Annie Glidden CM	3,000,000	120,000	5/1/2020
I-17-4682	EOWA CM Upon Request	480,000	95,000	7/1/2020
RR-16-4282	I-94 CM Upon Request	500,000	8,000	1/1/2020
I-18-4412	Tri-State Tollway, Burlington Northern Santa Fe (BNSF) Railroad Bridge (M.P. 26.6)	715,500	594,000	4/30/2022
I-18-4701	EOWA CCM	3,560,000	3,551,784	12/31/2025
I-18-4420	Tri-State Tollway at I-57 CM	550,617	550,617	12/31/2021

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1

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

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

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

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

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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

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

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

**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)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: Pinpoint Precision Engineering

Contract Number: I-16-4679R

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-16-4679R

Consultant: Pinpoint Precision Engineering

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	5000
MONTHS of YEAR 2021													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
CM 1				160	160	200	200	200	160	160	160	160	1560	
<b>TOTALS</b>				160	160	200	200	200	160	160	160	160	1560	

Contract Number: I-16-4679R

Consultant: Pinpoint Precision Engineering

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CM 1	160	160	160	160	160	200	200	200	200	160	160	160	2080
CM 2													
<b>TOTALS</b>	160	160	160	160	160	200	200	200	200	160	160	160	2080

Contract Number: I-16-4679R

Consultant: Pinpoint Precision Engineering

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2023												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CM1	160	160	160	160	200	200	160	160					1360
CM2													
<b>TOTALS</b>	160	160	160	160	200	200	160	160					1360



Contract No.: I-16-4679R

Consultant: Pinpoint Precision Engineering

**EXHIBIT B: FEE CALCULATIONS**

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

<u>5,000.00</u> (Total Work Hours from Exhibit A)	<u>\$ 55.02</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>275,100.00</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>770,280.00</u>
---	----------------------

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

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$ <u>39,598.04</u>
--------------------	---------------------

**C. SERVICES BY OTHERS**

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

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

**ADDITIONAL SERVICES** (Subconsultants)

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

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

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

\$ <u>809,878.04</u>
----------------------

**Contract No.:** I-16-4679R **Consultant:** Pinpoint Precision Engineering

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT** - rate based on link below  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
  
- B. **ALLOWABLE DIRECT COSTS** - based on link below  
[https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS\\_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5](https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5)
  
- C. **OVERTIME PREMIUM**
  
- D. **ITEMIZED DIRECT COSTS** - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

**DIRECT COST CATEGORY**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)** **\$ 39,598.04**

Contract No.: I-16-4679R

Consultant: Pinpoint Precision Engineering

**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-16-4679R**

**Pinpoint Precision Engineering**

**SCOPE OF SERVICES**

Elgin O'Hare Western Access, IL 390 at Western Access Interchange. Construction Management Services.

**EXHIBIT G**

**Contract No. I-16-4679R**

**Pinpoint Precision Engineering**

**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-17-4679R			\$809,878.04	

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# Contract Information Sheet

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

Consultant Name: Virtual Energy Solutions, Inc.

Contract Number: I-16-4679R

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-16-4679R

Consultant: Virtual Energy Solutions, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	5731.5
MONTHS of YEAR 2021													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Inspection		175	175	195	195	195	195	195	195	195	195	195	195	2105
<b>TOTALS</b>		175	175	195	195	195	195	195	195	195	195	195	195	2105

Contract Number: I-16-4679R

Consultant: Virtual Energy Solutions, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Inspection	195	195	195	195	195	195	195	195	195	195	195	195	195	2340
<b>TOTALS</b>	195	195	195	195	195	195	195	195	195	195	195	195	195	2340

Contract Number: I-16-4679R

Consultant: Virtual Energy Solutions, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2023												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Inspection	175	175	175	195	195	195	176.5							1286.5
<b>TOTALS</b>	175	175	175	195	195	195	176.5							1286.5



**Contract No.:** I-16-4679R      **Consultant:** Virtual Energy Solutions, Inc.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT** - rate based on link below  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
  
- B. **ALLOWABLE DIRECT COSTS** - based on link below  
[https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS\\_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5](https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5)
  
- C. **OVERTIME PREMIUM**
  
- D. **ITEMIZED DIRECT COSTS** - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

<b>DIRECT COST CATEGORY</b>
_____
_____
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_____
_____

**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)**      **\$ 32,972.22**

Contract No.: I-16-4679R

Consultant: Virtual Energy Solutions, 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-16-4679R**

**Virtual Energy Solutions, Inc.**

**SCOPE OF SERVICES**

Construction inspection services as a P4G subconsultant



**EXHIBIT G**

**Contract No. I-16-4679R**

**Virtual Energy Solutions, 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>
None				



6

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

12

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

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

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

**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)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: Sanchez & Associates, P.C.

Contract Number: I-16-4679R

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-16-4679R

Consultant: Sanchez & Associates, P.C.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	3616
MONTHS of YEAR 2021													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Survey & Inspection				160	160	160	160	160	160	160	80	80	1280	
<b>TOTALS</b>				160	160	160	160	160	160	160	80	80	1280	

Contract Number: I-16-4679R

Consultant: Sanchez & Associates, P.C.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Survey & Inspection	80	80	160	160	160	160	160	160	160	160	80	80	1600
<b>TOTALS</b>	80	80	160	160	160	160	160	160	160	160	80	80	1600

Contract Number: I-16-4679R

Consultant: Sanchez & Associates, P.C.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2023												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Survey & Inspection	80	80	144	144	144	144							736
<b>TOTALS</b>	80	80	144	144	144	144							736



Contract No.: I-16-4679R

Consultant: Sanchez & Associates, P.C.

**EXHIBIT B: FEE CALCULATIONS**

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

<u>3,616.00</u> (Total Work Hours from Exhibit A)	<u>\$ 38.04</u> (Average Hourly Rate)	<b>TOTAL DIRECT SALARY</b> \$ <u>137,555.60</u>
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Multiplier to be used on this project: Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)	<u>2.80</u>
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<b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b>	\$ <u>385,155.68</u>
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**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

<b>TOTAL DIRECT COSTS</b>	\$ <u>19,783.34</u>
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**C. SERVICES BY OTHERS**

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

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

<b>TOTAL SERVICES BY OTHERS</b>	\$ <u>_____ -</u>
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**D. ADDITIONAL SERVICES (Prime Consultant)**

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

**ADDITIONAL SERVICES (Subconsultants)**

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

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

<b>E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)</b>	<u>\$ <b>404,939.02</b></u>
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**Contract No.:**                   I-16-4679R                        **Consultant:**                   Sanchez & Associates, P.C.                  

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
  
- B. ALLOWABLE DIRECT COSTS - based on link below**  
[https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS\\_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5](https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5)
  
- C. OVERTIME PREMIUM**
  
- D. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

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**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)**      **\$ 19,783.34**

Contract No.: I-16-4679R

Consultant: Sanchez & Associates, P.C.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT F**

**Contract No. I-16-4679R  
Sanchez & Associates, P.C.**

**SCOPE OF SERVICES**

Surveying and Inspection Services

**EXHIBIT G****Contract No. I-16-4679R****Sanchez & Associates, P.C.****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-14-4222	IL Tollway - Bridge Rehabilitation /	\$ 328,578.41	\$ 1,534.54	12/31/2020
RR-14-4224	IL Tollway - Roadway Study on the Tri-State Tollway (I-294) M.P. 29.5 to M.P. 40.0	\$ 1,207,051.06	\$ 35,968.62	12/31/2020
RR-13-4151	IL Tollway - Design Upon Request-Systemwide	\$ 135,000.00	\$ 63,012.18	12/31/2020
RR-14-5705	IL Tollway - Bridge Reconstruction & Interchange Improvements Fransworth Avenue over Reagan Memorial Tollway (I-88) M.P. 114.35 to M.P. 122.10	\$ 151,124.11	\$ 56,542.28	12/31/2020
RR-15-9975RR	Consulting Engineer Services	\$ 1,572,144.41	\$ 588,356.87	12/31/2019
RR-17-4314	Tri-State Tollway I-294 from M.P. 40.0 to M.P. 52.9 (Balmoral Avenue to Lake Cook Road) Phase II Engineering	\$ 57,634.00	\$ 9,865.44	12/31/2019
RR-17-4313	Reagan Memorial Tollway (I-88), Pavement and Structural Preservation and Rehabilitation, M.P. 126.9 (East of Washington Street) to M.P. 139.1 (York Road).	\$ 61,529.01	\$ 55,349.28	12/31/2019
RR-17-4312	Reagan Memorial Tollway (I-88), Pavemet and Structural Preservation and Rehabilitation, M.P. 123.4 (Illinois Route 59) to M.P. 126.9 (Washington Street)	\$ 34,990.00	\$ 18,958.92	12/31/2020
RR-18-4434	I-88 and Systemwide, Construction Management Services Upon Request. On-call and as-needed Construction Management Services.	\$ 250,000.00	\$ 226,466.57	12/31/2020
RR-16-4277	Tri-State Tollway (I-94), Pavement and Structural Preservation & Rehabilitation, M.P. 21.85 (Half Day Road) to M.P. 25.2 (Lake-Cook Road). Construction Management Services	\$ 74,864.46	\$ 54,357.57	12/31/2020
RR-14-4199	Maintenance Facilities, Site Plans and Design Upon Request	\$ 11,497.48	\$ 915.00	12/31/2020
I-11-4014	I-11-4014 Elgin O'Hare Western Bypass Tollway Project	\$ 48,120.70	\$ -	12/31/2020

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1 <u>NONE</u>		7	
Direct Labor	<u>                    </u>	Direct Labor	<u>                    </u>
Direct Costs	<u>                    </u>	Direct Costs	<u>\$ -</u>
Services by Others	<u>                    </u>	Services by Others	<u>\$ -</u>
Additional Services **	<u>                    </u>	Additional Services **	<u>\$ -</u>
Total this Subconsultant (ULC)	<u>\$ -</u>	Total this Subconsultant (ULC)	<u>\$ -</u>
2		8	
Direct Labor	<u>                    </u>	Direct Labor	<u>                    </u>
Direct Costs	<u>                    </u>	Direct Costs	<u>\$ -</u>
Services by Others	<u>                    </u>	Services by Others	<u>\$ -</u>
Additional Services **	<u>                    </u>	Additional Services **	<u>\$ -</u>
Total this Subconsultant (ULC)	<u>\$ -</u>	Total this Subconsultant (ULC)	<u>\$ -</u>
3		9	
Direct Labor	<u>                    </u>	Direct Labor	<u>                    </u>
Direct Costs	<u>\$ -</u>	Direct Costs	<u>\$ -</u>
Services by Others	<u>\$ -</u>	Services by Others	<u>\$ -</u>
Additional Services **	<u>\$ -</u>	Additional Services **	<u>\$ -</u>
Total this Subconsultant (ULC)	<u>\$ -</u>	Total this Subconsultant (ULC)	<u>\$ -</u>
4		10	
Direct Labor	<u>                    </u>	Direct Labor	<u>                    </u>
Direct Costs	<u>\$ -</u>	Direct Costs	<u>\$ -</u>
Services by Others	<u>\$ -</u>	Services by Others	<u>\$ -</u>
Additional Services **	<u>\$ -</u>	Additional Services **	<u>\$ -</u>
Total this Subconsultant (ULC)	<u>\$ -</u>	Total this Subconsultant (ULC)	<u>\$ -</u>
5		11	
Direct Labor	<u>                    </u>	Direct Labor	<u>                    </u>
Direct Costs	<u>\$ -</u>	Direct Costs	<u>\$ -</u>
Services by Others	<u>\$ -</u>	Services by Others	<u>\$ -</u>
Additional Services **	<u>\$ -</u>	Additional Services **	<u>\$ -</u>
Total this Subconsultant (ULC)	<u>\$ -</u>	Total this Subconsultant (ULC)	<u>\$ -</u>

6

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

12

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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)**

<p><b>1</b> <u>NONE</u></p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p><b>6</b> _____</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p><b>2</b> _____</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p><b>7</b> _____</p> <hr/> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p><b>3</b> _____</p> <hr/> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p><b>8</b> _____</p> <hr/> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p><b>4</b> _____</p> <hr/> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p><b>9</b> _____</p> <hr/> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p><b>5</b> _____</p> <hr/> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p><b>10</b> _____</p> <hr/> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>

\*\* 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: Stanley Consultants, Inc

Contract Number: I-16-4679R

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-16-4679R

Consultant: Stanley Consultants, Inc

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	1300
MONTHS of YEAR 2021													TOTAL	HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Design Review				50	50	48	48	48	48	48	48	48	48	436
<b>TOTALS</b>				50	50	48	48	48	48	48	48	48	48	436









Contract No.: I-16-4679R

Consultant: Stanley Consultants, 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-16-4679R**

**Stanley Consultants, Inc**

**SCOPE OF SERVICES**

**Scope of Work:** Provide design assistance during construction for Bridges 1650 and 1653 including attending meetings, review of Requests for Information, review of Shop Drawings and contract administration as noted below:

**Design Services During Construction - Bridges 1650 and 1653**

	Hours
Shop Drawing Review	550
Contract Administration	50
RFIs During Construction	600
Attend Construction Meetings	100
Total Manhours	1300



**EXHIBIT G**

**Contract No. I-16-4679R**

**Stanley Consultants, 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>
D-91-408-11	US 45 Phase II	\$5,200,000.00	\$ 800,000.00	4/1/2021
C-91-012-14	159th Street Phase III	\$10,000,000.00	\$1,000,000.00	8/1/2020
P-91-044-14	Harlem Ave Phase I - Sub to Baker	\$272,000.00	\$200,000.00	8/1/2020
P-91-238-17	Various Phase I	\$1,800,000.00	\$180,000.00	6/1/2020
I-13-4622	EOWA Interchange Design	\$15,000,000.00	\$3,200,000.00	2/1/2021
I-17-4300	Central Tri-State Tollway	\$5,800,000.00	\$2,800,000.00	6/1/2021
I-18-4700	DCM Services - EOWA	\$2,360,000.00	\$2,000,000.00	12/31/2025

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

6

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

12

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

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

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

# Contract Information Sheet

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

Consultant Name: AECOM Technical Services, Inc.

Contract Number: I-16-4679R

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-16-4679R

Consultant: AECOM Technical Services, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	352
MONTHS of YEAR 2021													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Design Support Services				48	24	24	16	16	12	12	8	8	168	
<b>TOTALS</b>				48	24	24	16	16	12	12	8	8	168	

Contract Number: I-16-4679R

Consultant: AECOM Technical Services, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Design Support Services	8	8	24	24	24	12	12	12	12	8	8	8	160
<b>TOTALS</b>	8	8	24	24	24	12	12	12	12	8	8	8	160

Contract Number: I-16-4679R

Consultant: AECOM Technical Services, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2023												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Design Support Services	4	4	4	4	4	4								24
<b>TOTALS</b>	4	4	4	4	4	4								24







Contract No.: I-16-4679R

Consultant: AECOM Technical Services, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

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

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

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

Others:      Name: \_\_\_\_\_

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

                  Name: \_\_\_\_\_

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

                  Name: \_\_\_\_\_

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

                  Name: \_\_\_\_\_

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

**EXHIBIT F**  
**CONTRACT I-16-4679R AECOM**  
**Technical Services, Inc.**  
**SCOPE OF SERVICES**

TASKS	UNITS	# OF UNITS	HRS / UNIT	TOTAL HOURS	TOTAL
<b>PROJECT MANAGEMENT &amp; ADMINISTRATION</b>					
General Project Management (Preparing invoicing, progress reporting and performing other administrative duties required for 26 months. - Assume 1 hr per month)	Hours	26	1	26	\$4,004.95
Sub-Total				26	\$4,004.95
<b>CONSTRUCTION SUPPORT SERVICES</b>					
Coordination /Tracking Log/ eBuilder (assume 1 hr/week during Construction Seasons (April to November) for 2 years)	Hours	70	1	70	\$11,942.96
Pre-Construction, construction, and internal CMDSE coordination meetings/phone conferences (Assume 1 meeting/phone conference every other month during Construction Seasons (April to November) for 2 years @ 2 hrs per mtg/call)	Hours	16	1	16	\$3,318.96
RR Coordination, Changes, & Reviews (Assume coordination/changes are needed to address unanticipated conditions during peak construction activities)	Hours	0	1	0	\$0.00
Aviation (CDA/FAA) Coordination, Changes, & Reviews (Assume coordination/changes are needed to address unanticipated conditions during peak construction activities)	Hours	0	1	0	\$0.00
Submittal Reviews [Temp Sheet piling-Temp Shoring, modular joints, post tensioning system, steel shop drawings, erection plans, bearings & Architectural treatments]	Hours	0	1	0	\$0.00
Providing resolution of RFI's, and addressing various construction questions and issues due to unforeseen conditions this excludes preparing as-built construction plans (Assume resolution of 60 RFI's to include minor drawing revisions @ 4 hrs / RFI)	Hours	240	1	240	\$47,222.96
Assistance in developing Issues and construction revisions	Hours	0	1	0	\$0.00
Sub-Total				326	\$62,484.88
Total				352	\$66,489.83

**EXHIBIT G**

**Contract No. I-16-4679R**

**AECOM Technical Services, 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>
4622	IL-390 / I-490 Interchange	\$6,734,574.00	\$400,000.00	12/31/2021
4265	CTS DCM	\$80,086,000.00	\$40,000,000.00	12/31/2023
City of Chicago	Transportation Projects	\$22,459,000.00	\$802,000.00	12/31/2021
IDOT	Transportation Projects	\$68,462,000.00	\$3,958,000.00	12/31/2021
Municipal	Transportation Projects	\$63,630,000.00	\$15,300,000.00	12/31/2021

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

TOTAL DBE/MBE/WBE Subconsultants: \$ 

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

---

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

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DBE/MBE/WBE Percentage of Total Fee (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)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: Lin Engineering, Ltd.

Contract Number: I-16-4679R

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-16-4679R

Consultant: Lin Engineering, Ltd.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	430
MONTHS of YEAR 2021													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Design Review				10	10	10	9	17	17	17	17	17	124	
<b>TOTALS</b>				10	10	10	9	17	17	17	17	17	124	











Contract No.: I-16-4679R

Consultant: Lin Engineering, 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-16-4679R**

**Lin Engineering, Ltd.**

**SCOPE OF SERVICES**

Scope of work involves design engineering services during the Phase III construction of Contracts N03, N04, and N05. Work shall include review of shop drawings and response to Contractor RFIs.

Shop drawing review may include the following structural elements: steel, modular expansion joints, fence, bearings, MSE abutment.

Shop Drawing Review 230 MH

RFI Response 200 MH

Total = 430 MH

**EXHIBIT G**

**Contract No. I-16-4679R**

**Lin Engineering, 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>
EOWA	Design Engineering Service	\$590,000.00	\$585,328.00	12/1/2023

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

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

<b>10</b>	<hr/>		
Direct Labor	<hr/>		
Direct Costs	<hr/>	<b>\$</b>	<b>-</b>
Services by Others	<hr/>	<b>\$</b>	<b>-</b>
Additional Services **	<hr/>	<b>\$</b>	<b>-</b>
<b>Total this Subconsultant (ULC)</b>		<b>\$</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: Stantec Consulting Services Inc.

Contract Number: I-16-4679R

Proposal Date: 3/9/2020

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-16-4679R

Consultant: Stantec Consulting Services Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

													Grand Total Exhibit A Hours	430.5
MONTHS of YEAR 2021													TOTAL	HOURS
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Design Review				16	64	64	64	20	20	20	10	4		282
<b>TOTALS</b>				16	64	64	64	20	20	20	10	4		282









Contract No.: I-16-4679R

Consultant: Stantec Consulting Services Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

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

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

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

**Others:**      Name: \_\_\_\_\_

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

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

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

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

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

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

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



**EXHIBIT F**

**Contract No. I-16-4679R**

**Stantec Consulting Services Inc.**

**SCOPE OF SERVICES**

Provide support with responses to RFIs during construction and shop drawing reviews related to Bridge No. 1668.

**EXHIBIT G**

**Contract No. I-16-4679R**

**Stantec Consulting Services 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>
EOWA PSB 13-1/21 I-13-4614	Phase II Design Upon Request, Elgin O'Hare Western Access	\$5,000,000.00	\$239,000.00	8/1/2020
EOWA PSB 15-2/07 I-15-4658	Phase II DSE Services for Bensenville Yard Underpass; Elgin O'Hare Western Access, I-294 to I-90, South of Irving Park Road to West of County Line Road/Mt. Prospect Road	\$35,803,000.00	\$8,885,000.00	TBD (contract suspended)
I-294 PSB 17-3/02 I-17-4297	Phase II DSE Services, as subconsultant, for super- structure replacement, structure widening, drainage and erosion control; Central Tri-State Tollway from 75th Street to I-55 Ramps	\$2,005,000.00	\$309,000.00	10/1/2022
Various PSB 18-3/06 I-18-4409	Phase III Construction Management Services Upon Request, Systemwide	\$3,000,000.00	\$439,000.00	6/30/2022
I-190 PTB 156/006 C-91-366-10	Phase III Construction Engineering Services; I-190 at I-294 – Pump Station No. 24	\$2,731,000.00	\$0.00	2/28/2020
I-55 PTB 158/002 P-91-762-10	Phase I Preliminary Engineering and Environmental Services for the I-55 Managed Lanes Study from approximately I-355 to I-94	\$13,844,000.00	\$126,000.00	6/30/2020



6

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

12

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

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

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

**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)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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