

## RESOLUTION NO. 21360

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, on the Tri-State Tollway (I-294) from Milepost 22.3 (75th Street) to Milepost 24.1 (I-55 Ramps), on Contract No. I-17-4297. Strand Associates, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$10,100,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an agreement with Strand Associates, Inc., to obtain Design Services, for Contract No. I-17-4297 with an upper limit of compensation not to exceed \$10,100,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by



Chairman



October 25, 2017

Mr. Philip E. Budde, President  
Strand Associates, Inc.  
1170 Houbolt Road  
Joliet, IL 60431

**Re: Contract I-17-4297  
Tri-State Tollway, Roadway Reconstruction  
75<sup>th</sup> Street (Mile Post 22.3) to  
I-55 Ramps (Mile Post 24.1)  
Design Section Engineering Services**

**NOTICE TO PROCEED**

Dear Mr. Budde:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated September 8, 2017, for Design Section Engineering Services for Contract I-17-4297. You are hereby authorized to commence with the work as of October 25, 2017, and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

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

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

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

Revised: 3/1/2017

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

Contract I-17-4297  
Notice to Proceed  
Page 2 of 2

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

Please contact Jeff Allen at 630-241-6800 extension 3835 for further information.

Sincerely,



Paul D. Kovacs, P.E.  
Chief Engineering Officer  
PDK: cmhg

cc: Greg Stukel  
Jeff Allen  
John Donato  
Contract Services  
Program Controls  
Lane Closures

Dorothy Jablonski  
Sue Biggs  
Victoria Santiago  
Lanyea Griffin

File: 02.4297.01.04 LT\_Tollway\_PDK\_4297Strand-NTP\_1025201

**1.4.2 Item 2. I-17-4297, Tri-State Tollway, Roadway Reconstruction, 75th Street (M.P. 22.3) to I-55 Ramps (M.P. 24.1)**

This project has a 24% D/M/WBE participation goal and 2% VOS/SDVOSBE participation goal.

Phase II engineering services are required for the preparation of contract plans and specifications for the proposed roadway reconstruction and improvements as determined by the Tollway, including, but not limited to, reconstruction of the Tri State Tollway between 95<sup>th</sup> Street (M.P. 17.8) and Balmoral Avenue (M.P. 40.0). This project is for the limits of the Tri-State Tollway between 75th Street (M.P. 22.3) to I-55 Ramps (M.P. 24.1). The Tollway is finalizing design and construction limits; therefore the Tollway may modify project limits and scope at the time of negotiations.

This contract may develop up to two construction packages as follows:

1. Advance Noise and Retaining Walls (M.P. 22.3 to M.P. 24.1).
2. Mainline contract from 75<sup>th</sup> Street to I-55 Ramps.

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

1. Roadway design.
2. Reconstruction / rehabilitation of bridges.
3. Retaining wall design.
4. Noise wall design.
5. New drainage structures and modification of existing drainage system.
6. Provide erosion control for all construction zones.
7. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual.
8. Provide pavement markings, delineators and signage for the contract limits.
9. Provide barrier warrant analysis for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
10. Update roadway lighting as required.
11. Provide maintenance of traffic plans including those for impacts to local facilities.
12. Protection and / or relocation of utilities.
13. All other appurtenant and miscellaneous items.

The following structures are included in this project:

- Bridges 193/194: Wolf Road: two mainline structures
- Bridges 195/196: Joliet Road: two mainline structures
- Bridges 243/244: Flagg Creek: two mainline structures

Construction estimate: Category F.

Firms must be prequalified by IDOT in the following categories:

**Highways (Freeways)**  
**Structures (Highway Bridges: Complex)**  
**Special Services (Surveying)**  
**Special Services (Subsurface Utility Engineering)**

The Tollway will allow a prime firm to meet the prequalifications for Special Services (Surveying) and Special Services (Subsurface Utility Engineering) through a subconsultant.

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

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

Schedule: Design for this project is scheduled to start in 2017. Construction of this project is not scheduled.

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

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

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

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

Prime Consultant Information		Prime Contact Information (ONLY "1")		Diversity Information		NOTE: Provide only One (1) Person under Key Personnel		ISTHA		IDOT		OTHER								
Prime Consultant Firm Name	Prime FEIN Number	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a D/M/W/B/E Yes / No	Does Proposal Contain Mentor Protégé Proposal Yes / No	Percentage Commitment of D/M/W/B/E on Project INCLUDING PRIME IF DBE	Percentage Commitment of VOSB on Project INCLUDING PRIME IF VOSB	Key Personnel Project Manager (1)	Key Personnel Project Engineer / Resident Engineer (1)	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee all Projects	Total Fee Remaining all Projects				
Strand Associates, Inc.		Anthony Standish	815.244.4200	Anthony.Standish@strand.com	No	Yes	36.00%	2.00%	Anthony Standish, P.E., S.E.	Brian Andreas, P.E.	\$ 5,800,000	\$ 5,700,000	\$ 6,858,000	\$ 2,090,000	\$ 41,316,000	\$ 10,251,000				
<p><b>Sub-Contractor Diversity Information:</b> The below table represents the proposer's draft "Plan to Achieve Diversity Goal". The awarded consultant will finalize this plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, if necessary, during negotiations. NOTE: Review Instructions Tab</p>																				
Sub-Consultant Information		Sub-Contact Information (ONLY "1")		Sub Role and % of Work																
For Each Sub-Consultant Enter Firm Name	Sub-Consultant Firm Name	FEIN Number	Provide "1" Project Manager for Sub-Consultant	Role (brief) of Sub-Consultant	Contact Phone Number (1)	Contact Email (1)	Percentage (%) of work to be performed by Sub-Consultant	DBE	City of Chicago, Cook County or N/A	WBE	City of Chicago, Cook County or N/A	MBE	City of Chicago, Cook County or N/A	Yes or No SBA 8(a)	Yes or No VOSB / SDVOSB	Choose from the dropdown menu below	Ethnicity	Male or Female	Gender	Yes or No M/P
Strand Associates, Inc.	American Surveying & Engi		Mark Wood	SUE, Utility Cooridng	312-277-2000	c.woods@americansur	5.00%	IL UCP	N/A	WBE	City of Chicago	MBE	City of Chicago	No	No	Hispanic	Male	Male	No	
Strand Associates, Inc.	AMES Engineering, Inc.		Mhsan Siddiqi	Lighting and signing	630-737-1987	ahsan.siddiqi@ames	4.00%	IL UCP	N/A	N/A	N/A	N/A	N/A	No	No	Asian	Male	Male	No	
Strand Associates, Inc.	Classen, White & Associa		David A. Classen	Land Survey & ROW	(815)744-3720	dave@cwassurvey.co	3.00%	IL UCP	City of Chicago	N/A	City of Chicago	N/A	N/A	Yes	No	Caucasian	Female	Female	No	
Strand Associates, Inc.	IEFK Moen, LLC		Joe Havel, PE	Structural Design	312-396-4065	jhavel@efkmoen.com	8.00%	IL UCP	N/A	N/A	N/A	N/A	N/A	No	No	Caucasian	Female	Female	No	
Strand Associates, Inc.	Eskenazi & Farrell Associat		Walter W. Farrell	Structural	312-663-3000	wfarrell@efa73.com	2.00%	N/A	N/A	N/A	N/A	N/A	N/A	No	Yes	Caucasian	Male	Male	No	
Strand Associates, Inc.	Rubino Engineering, Inc.		Michelle Lipinski	Geotechnical Services	847-931-1555	michelle.lipinski@rub	2.00%	IL UCP	City of Chicago	N/A	City of Chicago	N/A	N/A	No	No	Caucasian	Female	Female	Yes	
Strand Associates, Inc.	SEC3, LLC		Jason Martin	Roadway Design	630-235-7176	jmartin@sec3.us	8.00%	IL UCP	N/A	N/A	N/A	N/A	N/A	No	No	Altoan American	Male	Male	No	
Strand Associates, Inc.	Stantec Consulting Services		John O'Holleran	Complex Structures	312-262-2400	john.o'holleran@stant	17.00%	N/A	N/A	N/A	N/A	N/A	N/A	No	No	Multiple Ownership	ESCP	ESCP	No	
Strand Associates, Inc.	Wang Engineering, Inc.		Ashuramed Kohaw	Geotechnical Enginr	630-953-9928	mikohawala@wange	3.00%	IL UCP	N/A	N/A	Cook County	N/A	N/A	No	No	Asian	Male	Male	No	
Strand Associates, Inc.	Wymalco Enterprises, LLC		Baraid Koylass	Erosion Control/ Stru	312-256-9090	g.koylass@wymalco	3.00%	IL UCP	N/A	N/A	Cook County	N/A	N/A	No	No	Hispanic	Male	Male	No	

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1-17-4297

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

**Business Name** American Surveying & Engineering, P.C.  
**Owner** Mr. Coventine Fidis  
**Address** 150 NORTH WACKER DRIVE, SUITE 2650  
 > [Map This Address](#) CHICAGO, IL 60606  
**Phone** 312-277-2000  
**Fax** 312-277-2001  
**Email** [c.fidis@americansurvey.com](mailto:c.fidis@americansurvey.com)  
**Website** <http://www.americansurvey.com>  
**Ethnicity** Hispanic  
**Gender** Male  
**County** Cook (IL)

**Certification Information**

**Certifying Agency** State of Illinois Central Management Services  
**Certification Type** MBE - Minority Business Enterprise  
**Renewal Date** 5/18/2018  
**Expiration Date** 5/18/2022  
**Certified Business Description** Surveyor Services, Land

**Commodity Codes**

Code	Description
NIGP 92586	Surveyor Services, Land

**Additional Information**

**Region** Metro Chicago

1-17-4297

# Unified Certification Program - Search

**Contractor Details**

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

Print

**Ames Engineering,  
Inc.**

Ahsan Siddiqi  
5413 Walnut Ave., Ste.  
2F  
Downers Grove, IL  
60515

**County:** DuPage

**Email:** ahsan.siddiqi@amesengineeringinc.com

**Phone:** (630) 737-1987

**Fax:** (630) 470-9891

**Categories:** Architecture\Engineering

**NAICS**

541330-Engineering  
Services

**Speciality**

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



1-17-4297

**Vendor Information**

CLOSE WINDOW 

 HELP

**Vendor Information**

Business Name **Claassen, White & Associates, P.C.**  
 Owner **Rhonda J. White**  
 Address **121 Airport Dr., Unit I**  
 > [Map This Address](#) **Joliet, IL 60431**  
 Phone **815-744-3720**  
 Fax **815-744-3752**  
 Email **[claassenwhite@cwasurevey.com](mailto:claassenwhite@cwasurevey.com)**  
 Website **[www.cwasurevey.com](http://www.cwasurevey.com)**

**Certification Information**

Certifying Agency **City of Chicago**  
 Certification Type **WBE - Women Business Enterprise**  
 Certification Date **11/3/2016**  
 Renewal Date **11/15/2017**  
 Expiration Date **11/15/2020**  
 Certified Business Description **NAICS 541370 Land surveying services**  
**NAICS 541370 Surveying and mapping services (except geophysical)**

**Commodity Codes**

Code	Description
NAICS 541370	Land surveying services
NAICS 541370	Surveying and mapping services (except geophysical)

**Additional Information**

[Customer Support](#)

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1-17-4297

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

Business Name **EFK Moen, LLC**  
 Owner **Linda Moen**  
 Address **13523 Barrett Parkway Dr., Ste. 250**  
 > [Map This Address](#) **Ballwin, MO 63021-3802**  
 Phone **314-394-3101**  
 Fax **314-394-3199**  
 Email **[lmoen@efkmoen.com](mailto:lmoen@efkmoen.com)**  
 Ethnicity **Caucasian**  
 Gender **Female**  
 County **St. Louis (MO)**

**Certification Information**

Certifying Agency **State of Illinois Central Management Services**  
 Certification Type **WBE - Women Business Enterprise**  
 Renewal Date **4/27/2018**  
 Expiration Date **4/27/2022**  
 Certified Business Description **Bridge Engineering  
 Civil Engineering  
 Highways, Streets, Airport Pay-Parking Lots - Engineering  
 Traffic and Transportation Engineering  
 Land Surveying**

**Commodity Codes**

Code	Description
NIGP 92513	Bridge Engineering
NIGP 92517	Civil Engineering
NIGP 92549	Highways, Streets, Airport Pay-Parking Lots - Engineering
NIGP 92593	Traffic and Transportation Engineering
NIGP 96460	Land Surveying

**Additional Information**

Region **Out-of-State**

1-17-4297

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

Business Name **Rubino Engineering, Inc.**  
 Owner **Michelle Ann Lipinski**  
 Address **665 Tollgate Rd., Unit H**  
 > [Map This Address](#) **Elgin, IL 60123**  
 Phone **847-931-1555**  
 Fax **847-931-1560**  
 Email **[michelle.lipinski@rubinoeng.com](mailto:michelle.lipinski@rubinoeng.com)**  
 Website **<http://www.rubinoeng.com>**  
 Ethnicity **Caucasian**  
 Gender **Female**  
 County **Kane (IL)**

**Certification Information**

Certifying Agency **State of Illinois Central Management Services**  
 Certification Type **WBE - Women Business Enterprise**  
 Renewal Date **6/14/2018**  
 Expiration Date **6/14/2018**  
 Certified Business Description **Soil and Land Management Services (Including Testing, Protection, Preparation, Planning, etc.)  
 Laboratory and Field Testing Services (Not Otherwise Classified) Incl, Hazardous Waste  
 Scientist Services (Geology, Geophysics, etc)**

**Commodity Codes**

Code	Description
NIGP 95885	Soil and Land Management Services (Including Testing, Protection, Preparation, Planning, etc.)
NIGP 96148	Laboratory and Field Testing Services (Not Otherwise Classified) Incl, Hazardous Waste
NIGP 96174	Scientist Services (Geology, Geophysics, etc)

**Additional Information**

Region **Northern Illinois**  
 Reciprocal Certification Agency **City of Chicago**

1-17-4297

# Unified Certification Program - Search

**Contractor Details**

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

[Print](#)

**SE3, LLC**

**Email:** [vstewart@se3.us](mailto:vstewart@se3.us)

Vernal Stewart

**Phone:** 630-641-9900

230 SW Main St. Ste. 213

**Fax:** 708-469-2566

Lee's Summit, MO

64063-0000

**County:** Jackson

**Categories:** Architecture\Engineering, Professional

**NAICS**

**Speciality**

541330-Engineering services

541330 - Freeways, Roads and Streets, Traffic Signals,

541512-Computer Systems Design Services

Studies: Traffic and Safety, Reconstruction/Major

541611-Administrative Management and General

Rehabilitation, Rehabilitation and Construction Inspection

Management Consulting Services

541611 - Program Management, Program Controls

541512 - Systems Design/Deployment

1-17-4297

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

**Business Name** Wang Engineering, Inc.  
**Owner** Mr. Paul Wang  
**Address** 1145 N. Main St.  
 > [Map This Address](#) Lombard, IL 60148  
**Phone** 630-953-9928  
**Email** [pwang@wangeng.com](mailto:pwang@wangeng.com)  
**Website** <http://www.wangeng.com>  
**Ethnicity** Asian American  
**Gender** Male  
**County** DuPage (IL)

**Certification Information**

**Certifying Agency** State of Illinois Central Management Services  
**Certification Type** MBE - Minority Business Enterprise  
**Renewal Date** 12/21/2017  
**Expiration Date** 12/21/2017  
**Certified Business Description**

**Commodity Codes**

Code	Description
NIGP 91275	Quality Control Testing Services for Construction
NIGP 92546	Geotechnical Engineering
NIGP 95826	Construction Management Services

**Additional Information**

**Region** Metro Chicago  
**Reciprocal Certification Agency** Cook County

1-17-4297

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

Business Name **Wynndalco Enterprises, LLC**  
 Owner **Mr David R. Andalcio**  
 Address **19081 OLD LAGRANGE RD STE 106**  
 > [Map This Address](#) **MOKENA, IL 60448**  
 Phone **312-256-9090**  
 Fax **312-256-9091**  
 Email **[d.andalcio@wynndalco.com](mailto:d.andalcio@wynndalco.com)**  
 Website **<http://www.wynndalco.com>**  
 Ethnicity **Hispanic**  
 Gender **Male**  
 County **Cook (IL)**

**Certification Information**

Certifying Agency **State of Illinois Central Management Services**  
 Certification Type **MBE - Minority Business Enterprise**  
 Renewal Date **9/24/2018**  
 Expiration Date **9/24/2018**  
 Certified Business Description **NIGP 91871 IT Consulting**  
**)**  
**NIGP 92534 Energy Management Engineering**  
**NIGP 92538 Field Engineering**  
**NIGP 92588 Structural Engineering**

**Commodity Codes**

Code	Description
NIGP 91871	IT Consulting
NIGP 92534	Energy Management Engineering
NIGP 92538	Field Engineering
NIGP 92588	Structural Engineering

**Additional Information**

Region **Metro Chicago**



January 9, 2017

WALTER W FARRELL  
Eskenazi & Farrell Associates, LLC DBA Eskenazi & Farrell Associates, LLC  
223 West Jackson Boulevard, Suite 500  
Chicago, IL 60606-7104

Dear Business Owner:

Re: NCA Certification Approval Veteran Owned Small Business (VOSB)  
Certification Term Expires: February 25, 2018

Congratulations! After reviewing the No-Change Affidavit (NCA) information you supplied, we are pleased to inform you that your firm has been granted continued certification under the Veteran Business Program (VBP).

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

**NIGP 90600: ARCHITECTURAL SERVICES, PROFESSIONAL**  
**NIGP 92500: ENGINEERING SERVICES, PROFESSIONAL**  
**NIGP 92588: STRUCTURAL ENGINEERING**

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

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

Sincerely,



Carlos Gutiérrez  
Certification Manager  
Veteran Business Program

1-17-4297

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

Business Name **Eskenazi & Farrell Associates, LLC**  
 Owner **MR. WALTER W FARRELL**  
 Address **223 West Jackson Boulevard, Suite 500**  
 > [Map This Address](#) **Chicago, IL 60606-7104**  
 Phone **312-663-3000**  
 Fax **312-663-3002**  
 Email **[wfarrell@efa173.com](mailto:wfarrell@efa173.com)**  
 Website **<http://www.efa173.com>**  
 Ethnicity **Caucasian**  
 Gender **Male**  
 County **Cook (IL)**

**Certification Information**

Certifying Agency **State of Illinois Central Management Services**  
 Certification Type **VOSEB - Veteran Owned Small Business**  
 Renewal Date **2/25/2018**  
 Expiration Date **2/25/2021**  
 Certified Business Description **Active NIGP 90600 ARCHITECTURAL SERVICES, PROFESSIONAL**  
**Active NIGP 92500 ENGINEERING SERVICES, PROFESSIONAL**  
**Active NIGP 92588 Structural Engineering**

**Commodity Codes**

Code	Description
NIGP 90600	ARCHITECTURAL SERVICES, PROFESSIONAL
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 92588	Structural Engineering

**Additional Information**

Region **Metro Chicago**



**EXHIBIT F - Letter of Intent**

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each VOSB certified vendor. **LOIs must be submitted with the Statement of Interest and must be signed by both parties.** The Prime Vendor shall not prohibit or otherwise limit the VOSB certified vendor(s) from providing subconsultant proposals to other potential vendors. Each LOI must include the negotiated contract percentage and a detailed scope of work to be performed by each identified VOSB certified vendor. All LOI's shall be subject to Agency approval. Any changes involving or affecting the identified VOSB certified vendor may not be permitted without written approval of the procuring Agency.

Project Name: I-17-4297, Tri-State Tollway, 75th St. to I-55 Project/Solicitation Number: PSB 17-3, Item 2

Name of Prime Vendor: Strand Associates, Inc. VOSB Compliance Contact: Darcie Gabrisko

Address: 1170 Houbolt Road

City: Joliet State: IL Zip Code: 60431

Telephone: 815-744-4200 Fax: 815-744-4215 Email: Darcie.Gabrisko@Strand.com

Name of Certified VOSB Vendor: Eskenazi & Farrell Associates, LLC

Address: 223 West Jackson Boulevard, Suite 500 VOSB Compliance Contact: Walter W. Farrell

City: Chicago State: IL Zip Code: 60606

Telephone: 312-663-3000 Fax: 312-663-3002 Email: wfarrell@efa73.com

Type of agreement:  Services

Anticipated start date of the Certified VOSB Vendor: January 2018

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

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

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

Design of Noise and Retaining Walls

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  
Print Name: Darcie Gabrisko  
Title: Vice President  
Date: May 3, 2017

Signature  
Print Name: Walter W. Farrell  
Title: Managing Member  
Date: May 3, 2017

1-17-4297

## OFFICE OF THE ILLINOIS SECRETARY OF STATE



**JESSE WHITE**  
SECRETARY OF STATE

## CORPORATION FILE DETAIL REPORT

File Number	54587961		
Entity Name	STRAND ASSOCIATES, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	03/13/1987	State	WISCONSIN
Agent Name	DARCIE W GABRISKO	Agent Change Date	03/21/2003
Agent Street Address	1170 S HOUBOLT RD	President Name & Address	PHILIP E BUDE 910 W WINGRA DR MADISON WI 53715
Agent City	JOLIET	Secretary Name & Address	MATTHEW S RICHARDS SAME
Agent Zip	60431	Duration Date	PERPETUAL
Annual Report Filing Date	03/14/2017	For Year	2017

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

(One Certificate per Transaction)

## OTHER SERVICES

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

1-17-4297

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:40 09/19/17

ACTION: S

*Strand Associates, Inc.*

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 09/19/17 AT 07:40 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.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

1-17-4297

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:40 09/19/17

ACTION: S

*American Surveying & Engineering, P.C.*

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 09/19/17 AT 07:40 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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1-17-4297

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:40 09/19/17

ACTION: S

AMES Engineering, Inc.

VENDOR NUMBER= \*\*

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 09/19/17 AT 07:40 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\* . 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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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:40 09/19/17

ACTION: S

*Claassen, White & Associates, P.C.*

VENDOR NUMBER= \*

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

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\*

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:41 09/19/17

ACTION: S

EFK Moen, LLC

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

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1-17-4297

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:41 09/19/17

ACTION: S

*Eskenzi & Farrell Associates, LLC*

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

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1-17-4297

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:41 09/19/17

ACTION: S

Rubino Engineering, Inc.

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 09/19/17 AT 07:41 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

1-17-4297

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:41 09/19/17

ACTION: S

SE3, LLC

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 09/19/17 AT 07:41 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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1-17-4297

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:41 09/19/17

ACTION: S

*Stantec Consulting Services*

VENDOR NUMBER= \*\* [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 09/19/17 AT 07:41 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

1-17-4297

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:41 09/19/17

ACTION: S

*Wang Engineering, Inc.*

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

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\*

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1-17-4297

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:41 09/19/17

ACTION: S

Wynndalco Enterprises, LLC

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 09/19/17 AT 07:42 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM  
FOR  
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

PSB: 17-03 ITEM: 2, 6 & 8

*LLC - 9-11-17*  
*[Signature]* 9/11/17

MEMORANDUM OF UNDERSTANDING  
BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A	THE PROTÉGÉ:	FIRM NAME ADDRESS
		N		
<u>Wang Engineering</u>	<u>1145 N Main St, Lombard, IL 60148</u>	D	<u>Rubino Engineering</u>	<u>665 Tollgate Rd, Unit H, Elgin, IL 60123</u>

**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 service consultants with:

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

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

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

**II. CONFORMANCE TO PROGRAM GOALS**

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 2 %

Scope:

Geotechnical Engineering / Drilling / Laboratory / SGR / RGR

- Work not applicable to prequalification category(ies) \_\_\_\_\_ %

Scope:

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

2. In area(s) not being mentored:

- Work the Protégé will self-perform

\_\_\_%

*Note: Protégé participation in this area is optional*

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

2%

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

Rubino Engineering is requesting mentoring in the development of Structure Geotechnical Reports (SGRs) and Roadway Geotechnical Reports (RGRr). Mentorship includes field logging, laboratory testing, and geotechnical analysis and reporting on Illinois Tollway projects.

Ultimately, the goal will be to introduce Rubino Engineering's geotechnical engineering services to the Tollway and develop their skills to serve as a lead geotechnical firm on future projects.

---

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

Wang Engineering has extensive experience providing advanced geotechnical services for Illinois Tollway projects and can mentor Rubino on procedure and compliance with Tollway geotechnical guidelines, requirements and specifications.

Wang Engineering has worked with Strand Associates (Prime Consultant) on several Tollway and IDOT projects. As the lead geotechnical firm assigned to this project and a committed Tollway partner, Wang Engineering, as subconsultant to Strand, has agreed to provide geotechnical mentorship to Rubino.

---

**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

For this project, a subconsultant will perform the mentoring.

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

Areas of Assistance:

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

YES  NO

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

Areas of Assistance:

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 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>
I-14-4636	240,000	Bollinger Lach	QA/Materials Coordinator
_____	_____	_____	_____
_____	_____	_____	_____

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.

n/a

---

**V. STATEMENT OF COMMITMENT**

The purpose of this statement is to confirm a commitment between the Mentor and Protégé, that upon notice of selection from the Illinois Tollway for this PSB Item, a formal 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 Executive Manager of Diversity a detailed explanation of the work category changes that were not known at the time of the SOL submittal.



\_\_\_\_\_  
SIGNATURE (Mentor Representative)

**05/04/17**

\_\_\_\_\_  
(Date)



**05/04/17**

\_\_\_\_\_  
(Date)

## Exhibit A – Proposed Staff

### PSB 17-3

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

<b>Project Manager (Items 1-15, 17-27 &amp; 30-33)</b>			
Name:	Anthony J. Standish		
Firm:	Strand Associates, Inc.®		
Category:	IL Licensed Professional Engineer/ IL Licensed Structural Engineer		
License #:	081.005819 / 062.056084		
Year Registered:	2001/2002	State:	IL
Office Address:	1170 Houbolt Road		
City:	Joliet	State:	IL

<b>Project Engineer (Items 1-15 &amp; 30-33)</b>			
Name:	Brian M. Andreas		
Firm:	Strand Associates, Inc.®		
Category:	IL Licensed Professional Engineer, Experience: Infrastructure/Pavement		
License #:	062.051501		
Year Registered:	1992	State:	IL
Office Address:	1170 Houbolt Rd/910 Wingra Dr.		
City:	Joliet/Madison	State:	IL/WI

<b>Lead Roadway Engineer (Items 1-9, 14, 15, 23, 30-33)</b>			
Name:	Marc A. Grigas		
Firm:	Strand Associates, Inc.®		
Category:	IL Licensed Professional Engineer		
License #:	062.060836		
Year Registered:	2008	State:	IL
Office Address:	1170 Houbolt Road		
City:	Joliet	State:	IL

<b>MOT Design Engineer</b>			
Name:	Joe Havel		
Firm:	EFK Moen, LLC		
Category:	IL Licensed Professional Engineer		
License #:	062.042720		
Year Registered:	1985	State:	IL
Office Address:	125 S. Wacker Dr., Ste.2090		
City:	Chicago	State:	IL

<b>Roadway QC/QA (Items 1-15 &amp; 31-33)</b>			
Name:	Darcie W. Gabrisko		
Firm:	Strand Associates, Inc.®		
Category:	IL Licensed Professional Engineer		
License #:	062.047568		
Year Registered:	1992	State:	IL
Office Address:	1170 Houbolt Road		
City:	Joliet	State:	IL

<b>Structures QC/QA (Items 1-15 &amp; 31-33)</b>			
Name:	David D. Rice		
Firm:	Strand Associates, Inc.®		
Category:	IL Licensed Structural Engineer		
License #:	081.005258		
Year Registered:	1994	State:	IL
Office Address:	910 W. Wingra Drive		
City:	Madison	State:	WI

<b>Complex Structural Engineer</b>			
Name:	Gary Powell		
Firm:	Stantec		
Category:	IL Licensed Structural Engineer		
License #:	081.004771		
Year Registered:	1985	State:	IL
Office Address:	135 S. LaSalle, Ste.3100		
City:	Chicago	State:	IL

<b>Complex Structural Engineer</b>			
Name:	Brad Sayers		
Firm:	Stantec		
Category:	IL Licensed Structural Engineer		
License #:	081.006267		
Year Registered:	2005	State:	IL
Office Address:	135 S. LaSalle, Ste.3100		
City:	Chicago	State:	IL

## Exhibit A – Proposed Staff PSB 17-3, continued

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

Drainage QC/QA			
Name:	Mark K. Shubak		
Firm:	Strand Associates, Inc.®		
Category:	IL Licensed Professional Engineer		
License #:	062.053705		
Year Registered:	2000	State:	IL
Office Address:	910 W. Wingra Drive		
City:	Madison	State:	IL

Constructability Engineer			
Name:	Joseph Bunker		
Firm:	Strand Associates, Inc.®		
Category:	IL Licensed Professional Engineer		
License #:	062.058865		
Year Registered:	2006	State:	IL
Office Address:	910 W. Wingra Drive		
City:	Madison	State:	IL

Geotechnical Lead (Item 16)			
Name:	Mickey Snider		
Firm:	Wang Engineering, Inc.		
Category:	IL Licensed Professional Engineer with 5 years' experience.		
License #:	062.058045		
Year Registered:	2005	State:	IL
Office Address:	1145 N. Main Street		
City:	Lombard	State:	IL

Geotechnical Engineer (Item 16)			
Name:	Michelle Lipinski		
Firm:	Rubino Engineering		
Category:	IL Licensed Professional Engineer with 5 years' experience.		
License #:	062.061241		
Year Registered:	2008	State:	IL
Office Address:	665 Tollgate Road		
City:	Elgin	State:	IL

Survey			
Name:	David A. Claassen		
Firm:	Claassen, White & Assoc, PC		
Category:	IL Licensed Land Surveyor		
License #:	035.002962		
Year Registered:	1991	State:	IL
Office Address:	120 Airport Rd., Unit 1		
City:	Joliet	State:	IL

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

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

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

Management	Professionals	Technical Staff
5	7	2
<b>Total</b>	Engineers	Technicians
	Land Surveyors	Draftsmen
	Architects	Survey Crew
	Others	Clerical
	<b>Total</b>	Other
	8	<b>Total</b>
		9
	<b>Total Projected Staff</b>	
	<b>23</b>	

## DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the **28th** day of **September, 2017**, 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 **STRAND ASSOCIATES, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

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

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **September 8, 2017**, to provide design section engineering services for Contract No. **I-17-4297** for **Tri-State Tollway, Roadway Reconstruction, 75<sup>th</sup> Street (Mile Post 22.3 to I-55 Ramps (Mile Post 24.1))**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 17-3, Item 2**, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

### ARTICLE I

#### General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **I-17-4297** for **Tri-State Tollway, Roadway Reconstruction, 75<sup>th</sup> Street (Mile Post 22.3 to I-55 Ramps (Mile Post 24.1))** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **September 8, 2017**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

B. All services performed by DESIGN SECTION ENGINEER shall be performed according to professional standards and in accordance with the Design Section Engineer's Manual for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

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

## ARTICLE II

### Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or September 29, 2017** and ending **October 31, 2026**, in accordance with the schedule included in the attached proposal.

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

## ARTICLE III

### Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as shown in Exhibit "1") with an upper limit of compensation of **Ten Million, One Hundred Thousand Dollars and No Cents (\$10,100,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

## ARTICLE IV

### Scope of the Service

The DESIGN SECTION ENGINEER represents that it has examined the project site, met with representatives of the TOLLWAY, and had an opportunity to ascertain the extent and the scope of services required to complete this project and is knowledgeable of the services to be performed within the time set forth in the Project Schedule indicated in Exhibit "1" hereof. The DESIGN SECTION ENGINEER further understands and agrees that all the services required to properly complete the services will be at or

below the total estimated fee (Upper Limit of Compensation) established for this contract, and that only upon receipt of correspondence modifying the established scope of services for this contract from the Chief Engineering Officer, will any portion of the contingency provision of the said proposal be utilized. The DESIGN SECTION ENGINEER shall not be entitled to additional compensation due to errors in estimating the time, costs or expertise required to complete this design project.

## ARTICLE V

### Compliance with State and Other Laws

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

### Governing Law; Exclusive Jurisdiction

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

### Confidentiality

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

The foregoing obligations shall not apply to confidential data or information lawfully in the DESIGN SECTION ENGINEER's possession prior to its acquisition from the TOLLWAY; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; or independently developed by the DESIGN

SECTION ENGINEER without the use or benefit of the TOLLWAY's confidential information.

## ARTICLE VI

### Responsibility for Injuries and Damages

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

## ARTICLE VII

### Insurance

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

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

- a. Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the DESIGN SECTION ENGINEER's employees acting within the course and scope of their employment.



- b. Commercial General Liability Insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 10/03 or equivalent, covering premises operations, independent contractors, blanket contractual liability, and personal injury with minimum limits of \$1,000,000.00 (One Millions Dollars) each occurrence and \$2,000,000.00 (Two Million Dollars) annual general aggregate.

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

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

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

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

## ARTICLE VIII

### Ownership of Documents

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

## ARTICLE IX

### Financial Statement

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

## ARTICLE X

### Successors and Assigns

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

## ARTICLE XI

### Subcontractors

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

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

## ARTICLE XII

### Suspension

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

## ARTICLE XIII

### Termination

#### A. Termination Without Cause

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

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

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

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

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

#### B. Termination for Cause

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

2. The conditions for termination for cause are as follows:

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

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

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

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

### C. Termination due to Lack of an Appropriation

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

### ARTICLE XIV

#### Solicitations

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

### ARTICLE XV

#### Record Retention and Audit

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

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

days after a request for records being made unless otherwise agreed to by the parties. The DESIGN SECTION ENGINEER agrees to cooperate fully with any audit conducted by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, and to provide full access to all relevant materials. The auditors reserve the right to enter the DESIGN SECTION ENGINEER's place of business in order to audit the records. If they are not produced in a timely manner by the DESIGN SECTION ENGINEER, then the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

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

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

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

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

## ARTICLE XVI

### Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **Strand Associates, Inc. 1170 Houbolt Road, Joliet, Illinois 60431**, or to the Chief Engineering Officer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

## ARTICLE XVII

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

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

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

## ARTICLE XVIII

### Miscellaneous

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

## ARTICLE XIX

### Inspector General

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review. Cooperation includes providing access to all information and documentation related to



the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

## ARTICLE XX

### Engineer Selection Process

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

## ARTICLE XXI

### Report of a Change in Circumstances

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-17-4297 the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

STRAND ASSOCIATES, INC.

[Redacted Signature]

[Redacted Signature]

Chair/Executive Director-Signature Date  
Robert Schillerstrom/Greg Bedalov

President-Signature Date

Philip E. Budde  
Printed Name as Signed Above

APPROVED:

[Redacted Signature]

Chief Financial Officer - Signature Date  
Michael Colsch

APPROVED:

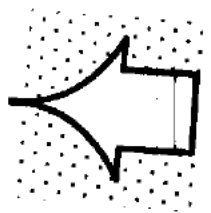
[Redacted Signature]

General Counsel - Signature Date  
Elizabeth Oplawski

Approved as to Form and Constitutionality

[Redacted Signature]

Attorney General, State of Illinois - Robert Lane - Signature Date



## DESIGN SECTION ENGINEER PROPOSAL

### FOR CONTRACT NUMBER I-17-4297

This proposal, dated September 8, 2017, is submitted by Strand Associates, Inc. of Joliet, Illinois for Design Section Engineer's Service.

#### DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-17-4297 for which we propose to provide Design Section Engineering Services is Tri-State Tollway, 75th Street (M.P. 22.3) to I- 55 Ramps (M.P. 24.1), in Cook County (Counties), Illinois.

#### SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 17-3, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, in effect at the date the contract is awarded, and as revised thereafter, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

#### RESPONSIBILITY

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

#### FEE PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 10,100,000.00 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

REVISIONS TO THE SCOPE OF WORK - If at any time during the execution of the work the DESIGN SECTION ENGINEER feels that he/she is being directed to perform services not included in the Scope Of Work, he/she will give immediate written notice to the Chief Engineering Officer of the TOLLWAY requesting a change in the Scope Of Work. This notification shall include the following:

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

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

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

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

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

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

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

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

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

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

INVOICES for services performed and expenses incurred through December 31<sup>st</sup> must be submitted to the TOLLWAY no later than February 28<sup>th</sup> of the subsequent year. The DESIGN SECTION ENGINEER expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the DESIGN SECTION ENGINEER fails to obtain prior written approval from the Chief Engineering

Officer for an alternative INVOICE submission date. DESIGN SECTION ENGINEER will request such approval or an INVOICE submittal extension no later than February 15<sup>th</sup>.

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

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

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

Any audit adjustment will be submitted on a final invoice for any underpayment or overpayment to the DESIGN SECTION ENGINEER or its subcontractors. The DESIGN SECTION ENGINEER shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the DESIGN



SECTION ENGINEER, whether those funds are due under this contract or other contracts to which the DESIGN SECTION ENGINEER is a party either directly with the TOLLWAY or as a subcontractor. In the event the DESIGN SECTION ENGINEER fails or refuses to reimburse the TOLLWAY for an overpayment, the DESIGN SECTION ENGINEER shall be responsible for all costs, including attorney fees, incurred by the TOLLWAY to collect such overpayment.

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

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

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

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT I-17-4297

SUBMITTED BY:

FIRM NAME: Strand Associates, Inc.

ADDRESS: 1170 Houbolt Road

CITY, STATE &  
ZIP CODE: Joliet, Illinois 60431

TELEPHONE: 815-744-4200

FACSIMILE: 814-744-4215

SIGNED BY:  \_\_\_\_\_

PRINTED NAME: Matthew S. Richards

TITLE: Corporate Secretary



ILLINOIS TOLLWAY  
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-17-4297

CONTRACTOR/CONSULTANT NAME: Strand Associates, Inc.\*

1. PAYMENT TERMS AND CONDITIONS:

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

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

3. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

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

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

Further, the CONTRACTOR agrees to incorporate substantially similar reporting requirements into the Illinois Tollway Standard Business Terms and Conditions Page 5

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

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

**25.3 VENDOR SUPPLEMENTAL PROVISIONS**

Vendor Supplemental Provisions:



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

Strand Associates, Inc. agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions: **NONE**

	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>
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	<b>ADDITIONAL TERMS AND CONDITIONS</b>
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

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

Agreed:	Agreed:
By:	By: Matthew S. Richards
Signed:	Signe [Redacted]
Position:	Position: Corporate Secretary
Date:	Date: 9/14/17



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

**Date:** September 14, 2017      **Project Number:** IPB #22040484, Contract I-17-4297  
**Project Name:** Tri-State Tollway, Roadway Reconstruction, 75th Street (M.P. 22.3) to I-55 Ramps (M.P. 24.1). Phase II Engineering Services

**DELINQUENT DEBT REVIEW**  
**CONTRACTOR/CONSULTANT**

Sub-Contractor/Consultant Disclosure

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

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

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

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

**Contractor/Consultant:** Strand Associates, Inc.®

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

**E-Mail:** darcie.gabrisko@strand.com

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

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

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
American Surveying and Engineering	<span style="background-color: black; color: black;">[REDACTED]</span>	150 N. Wacker Dr., Ste. 2650 Chicago, IL	SUE, Utility Coordination	\$512,825.79
AMES Engineering, Inc.	<span style="background-color: black; color: black;">[REDACTED]</span>	1341 Warren Avenue Downers Grove, IL 60515	Lighting and Signing	\$410,237.91
Claassen, White & Associates, PC	<span style="background-color: black; color: black;">[REDACTED]</span>	120 Airport Road, Unit 1 Joliet, IL	Survey and ROW	\$317,848.34
EFK Moen, LLC	<span style="background-color: black; color: black;">[REDACTED]</span>	125 S. Wacker Dr, Ste. 2090 Chicago, IL	Maintenance of Traffic	\$818,185.75
Eskenazi & Farrell Associates	<span style="background-color: black; color: black;">[REDACTED]</span>	223 W. Jackson Blvd., Ste.500 Chicago, IL	Structural	\$203,556.92
Rubino Engineering	<span style="background-color: black; color: black;">[REDACTED]</span>	665 Tollgate Road Elgin, IL	Geotechnical	\$216,799.34
SE3	<span style="background-color: black; color: black;">[REDACTED]</span>	3041 Woodcreek Dr., Ste.211 Downers Grove, IL 60515	Roadway Design	\$815,114.79

Stantec Consultants	[REDACTED]	135 S. LaSalle St., Ste. 3100 Chicago, IL	Complex Structural	\$1,626,119.06
Wang Engineering	[REDACTED]	1145 N. Main Street Lombard, IL	Geotechnical	\$319,962.76
Wynndalco Enterprises, LLC	[REDACTED]	19081 Old LaGrange Rd., Ste.106 Mokena, IL	Erosion Control/ Structures	\$312,995.15

Signature:

[REDACTED SIGNATURE]

Date: September 14, 2017

Printed Name:

Darcie W. Gabrisko

**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name:

Business Name: Strand Associates, Inc.

Taxpayer Identification Number: [REDACTED]

Social Security Number: Click here to enter text.

or

Employer Identification Number: 39-1020418

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: [REDACTED]

Date: Click here to enter a date.

9/14/17

# Certificate of Registration

**STATE BOARD OF ELECTIONS**

**Registration No. 14856**

**Strand Associates, Inc.**

910 W Wingra Drive

Madison WI 53715

Information for this business last updated on:

Tuesday, May 2, 2017

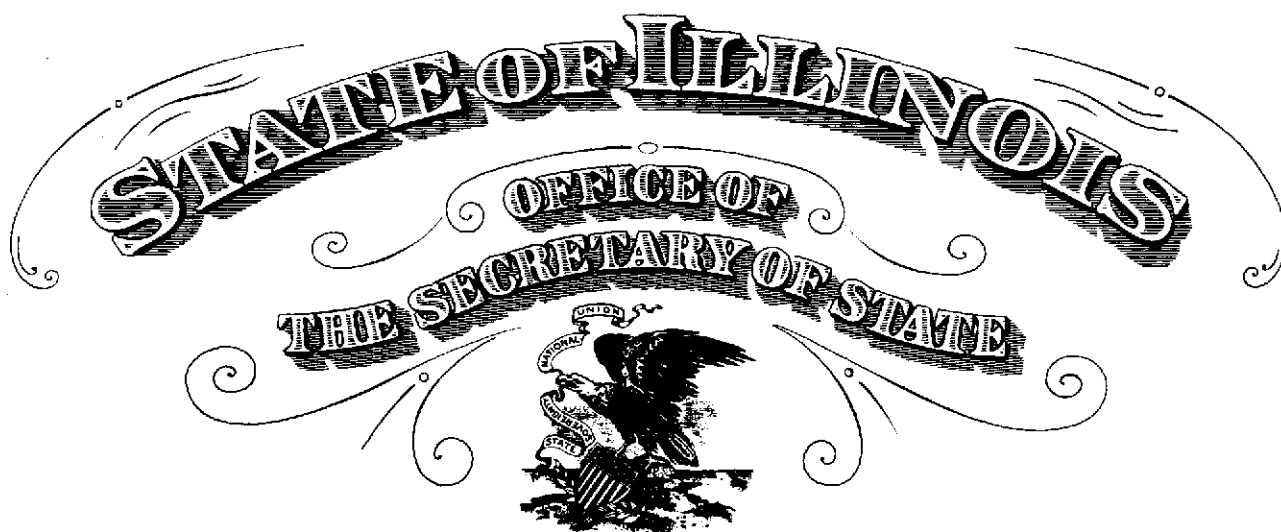
Certificate produced on Tuesday, May 02, 2017 at 11:15 AM



Registered  
Business

EXHIBIT "1"

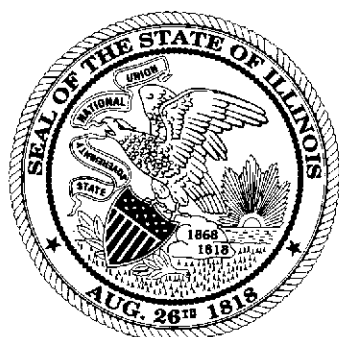
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**To all to whom these Presents Shall Come, Greeting:**

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

STRAND ASSOCIATES, INC., INCORPORATED IN WISCONSIN AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 13, 1987, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



**In Testimony Whereof,** I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 25TH day of JANUARY A.D. 2017 .

*Jesse White*

SECRETARY OF STATE

Authentication #: 1702502736 verifiable until 01/25/2018

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

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General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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STRAND ASSOCIATES, INC.

System Vendor Number: 20087676

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## Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	5/3/2017
STATUS	Accepted
BUSINESS NAME	STRAND ASSOCIATES, INC.
POINT OF CONTACT	<u>Deirdre Egeland</u>
FLAG FORM	<u>Add Flag</u>

## A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	<input checked="" type="checkbox"/>
2. NAME OF CEO/BUSINESS OWNER	Philip E. Budde	<input checked="" type="checkbox"/>
3. ANNUAL SALES/GROSS RECEIPTS	72,276,469.57	<input checked="" type="checkbox"/>
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	6/30/1946	<input checked="" type="checkbox"/>
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	<input checked="" type="checkbox"/>
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Deirdre Egeland	<input checked="" type="checkbox"/>
CONTACT PERSON TITLE	<b>Office Manager</b>	
CONTACT PERSON PHONE	8157444200	
CONTACT PERSON EMAIL	deirdre.egeland@strand.com	

## B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Other Government Agency Illinois State Toll Highway Authority	<input checked="" type="checkbox"/>
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### Vendor Registration: View Form

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**STRAND ASSOCIATES, INC.**

System Vendor Number: 20087676

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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	5/3/2017
STATUS	Accepted
BUSINESS NAME	STRAND ASSOCIATES, INC.
POINT OF CONTACT	<a href="#">Deirdre Egeland</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 <input type="checkbox"/>

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

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- Registrations

**STRAND ASSOCIATES, INC.**

System Vendor Number: 20087676

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Vendor Registration	
FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	5/3/2017
STATUS	Accepted
BUSINESS NAME	STRAND ASSOCIATES, INC.
POINT OF CONTACT	<u>Deirdre Egeland</u>
FLAG FORM	<u>Add Flag</u>

D. Department of Human Rights (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	388 <span style="float: right;">70</span>
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. <span style="float: right;">70</span> 110813-01, expires 1/16/2022

E. Authorized to do Business in Illinois	
1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	Yes, registered and in good standing with the Illinois Secretary of State <span style="float: right;">70</span>

Additional Information									
STAFF ATTACHED FILE(S)	<div style="border: 1px solid black; padding: 5px; display: inline-block;">Attach File</div>								
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Document</th> <th style="text-align: left; border-bottom: 1px solid black;">Status</th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;"><u>Strand Associates.pdf</u></td> <td style="border-bottom: 1px solid black;">PDF, 466.25 KB</td> </tr> <tr> <td></td> <td><u>Delete</u> <u>Edit Info</u></td> </tr> <tr> <td></td> <td>Attached by Andrew Shackelford on 5/9/2017</td> </tr> </tbody> </table>	Document	Status	<u>Strand Associates.pdf</u>	PDF, 466.25 KB		<u>Delete</u> <u>Edit Info</u>		Attached by Andrew Shackelford on 5/9/2017	
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	<u>Delete</u> <u>Edit Info</u>								
	Attached by Andrew Shackelford on 5/9/2017								

## Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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STRAND ASSOCIATES, INC.

System Vendor Number: 20087676

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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	5/3/2017
STATUS	Accepted
BUSINESS NAME	STRAND ASSOCIATES, INC.
POINT OF CONTACT	<a href="#">Deirdre Egeland</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. TD

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 TD

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 TD

Yes

4. IF YOU ARE AWARDED A CONTRACT FOR WHICH THERE WAS A CURRENT VENDOR PROVIDING THE SERVICES COVERED BY THAT CONTRACT AND THE EMPLOYEES OF THAT VENDOR WHO PROVIDED THOSE SERVICES WERE COVERED BY A COLLECTIVE BARGAINING AGREEMENT, VENDOR CERTIFIES (I) THAT IT WILL OFFER TO ASSUME THE COLLECTIVE BARGAINING OBLIGATIONS OF THE PRIOR EMPLOYER, INCLUDING ANY EXISTING COLLECTIVE BARGAINING AGREEMENT WITH THE BARGAINING REPRESENTATIVE OF ANY EXISTING COLLECTIVE BARGAINING UNIT OR UNITS PERFORMING SUBSTANTIALLY SIMILAR WORK TO THE SERVICES COVERED BY THAT CONTRACT SUBJECT TO ITS BID OR OFFER; AND (II) THAT IT SHALL OFFER EMPLOYMENT TO ALL EMPLOYEES THAT ARE THEN CURRENTLY EMPLOYED IN ANY EXISTING BARGAINING UNIT WHO PERFORMS SUBSTANTIALLY SIMILAR WORK TO THE WORK THAT WILL BE PERFORMED PURSUANT TO THAT CONTRACT. THIS DOES NOT APPLY TO HEATING, AIR CONDITIONING, PLUMBING AND ELECTRICAL SERVICE CONTRACTS. 30 ILCS 500/25-80 TD

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

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Yes

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

Yes

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

N/A

20. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

EXHIBIT "1"

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

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

N/A

G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

14856

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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**STRAND ASSOCIATES, INC.**

System Vendor Number: 20087676

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	5/3/2017
STATUS	Accepted
BUSINESS NAME	STRAND ASSOCIATES, INC.
POINT OF CONTACT	<a href="#">Deirdre Egeland</a>
FLAG FORM	<a href="#">Add Flag</a>

H. Iran Disclosure
<p>1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? <span style="float: right;">Y/N</span></p> <p style="margin-left: 20px;">No business operations to disclose.</p>

Additional Information
<p>STAFF ATTACHED FILE(S) <span style="margin-left: 100px;"><a href="#">Attach File</a></span></p> <p style="margin-left: 20px;"><a href="#">Refresh List</a> after attaching file(s).</p>

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

IPB Reference #: 22040484      Procurement/Contract #: I-17-4297

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

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

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

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

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

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

IPG Registration #: 20087676    IPG Expiration Date: 5/9/2018

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

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012).  Yes  No

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

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

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

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

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

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

<b>Name</b>	<b>Address</b>	<b>Relationship to Disclosing Entity</b>
None	Click here to enter text.	Click here to enter text.

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

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

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

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

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
IDOT D-1	IL 47/US 14 to Charles Rd, Phase I	94% complete	\$4,058,200	PTB 149/08 Phase I (IL 47)
IDOT D-2	Var/Var, Phase I/II	95% complete	\$1,000,000	PTB 158/16
IDOT D-1	Var/Var	99% complete	\$1,500,000	PTB 160/03
IDOT D-1	IL 47, US 14 to IL 176, Phase 2, Prepare PS&E	1% complete	\$2,617,690	PTB 169/19 Phase II (IL 47)
IDOT D-1	Var/Var, Phase I	60% complete	\$1,800,000	PTB 173/16
Illinois Tollway	EOWA Bensenville Yard, Prepare PS&E	8% complete	\$5,854,096.69	PSB 15-2-7 I-15-4658

**6. Signature**

As of the date signed below, I certify that:

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

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



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

This disclosure information is submitted on behalf of:

Vendor Name: Strand Associates, Inc


Phone: 815.744.4200

Street Address: 1170 Houbolt Road

Email: darcie.gabrisko@strand.com

City, State, Zip: Joliet, IL 60431

Vendor Contact: Darcie W. Gabrisko, P.E.

Signature: 

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

Printed Name: Matthew S. Richards

9/14/17

Title: Corporate Secretary

## Vendor Registration: View

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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STRAND ASSOCIATES, INC.

System Vendor Number: 20087676


## Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	5/3/2017
STATUS	Accepted
REVIEWER	<a href="#">Andrew Shackelford</a>
DATE REVIEWED	5/9/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	5/9/2018
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	STRAND ASSOCIATES, INC.
CONTACT FOR THIS SUBMISSION	<a href="#">Deirdre Egeland (change contact)</a>
PRIMARY CONTACT EMAIL	<a href="mailto:jollet@strand.com">jollet@strand.com</a>
PHONE	608-251-4843
FAX	608-251-8655
COMPANY EMAIL	<a href="mailto:accounting@strand.com">accounting@strand.com</a>
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	910 W WINGRA DR MADISON, WI 53715 <a href="#">[edit address]</a>

## Vendor Registration: View Form

Help & Tools 

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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STRAND ASSOCIATES, INC.

System Vendor Number: 20087676

Return to Main Form

## Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	5/3/2017
STATUS	Accepted
BUSINESS NAME	STRAND ASSOCIATES, INC.
POINT OF CONTACT	<u>Deirdre Egeland</u>
FLAG FORM	<u>Add Flag</u>

## 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?

No

## C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST

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

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

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

Document

Status

List of individuals or entities meeting one or more of the listed thresholds.  
IPG Percentage of Ownership and Distributive Income Form.pdf  
 (PDF, 133.46 KB)

Attached by Deirdre Egeland on  
 5/3/2017

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

Yes

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

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

**Not applicable - For-Profit Entity**

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

No

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

No

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

No

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

No

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

No

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

Not applicable - I answered No in Questions 5-8

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

No

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

No

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

No

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

THE PREVIOUS 2 YEARS?

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

Vendor Name: Strand Associates, Inc.

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

**INSTRUCTIONS:**

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Gabrisko, Darcie W.	[REDACTED]	5.43%	250,458.05	5.43%	250,458.05
Addicks, Edward T.	[REDACTED]		409,157.50		409,157.50
Akles, Anthony J.	[REDACTED]		382,327.50		382,327.50
Askin, Mark C.	[REDACTED]		140,857.50		140,857.50
Bilskemper, Justin R.	[REDACTED]		107,320.00		107,320.00
Bindl, Andrew S.	[REDACTED]		197,871.25		197,871.25
Bista, Bhupendra B.	[REDACTED]		134,150.00		134,150.00
Boulware, Kent	[REDACTED]		107,320.00		107,320.00
Bourke, Chad E.	[REDACTED]		107,320.00		107,320.00
Brandt, Nathaniel L.	[REDACTED]		1,128,872.25		1,128,872.25

State of Illinois Chief Procurement Office  
IL Procurement Gateway: Percentage of Ownership and Distributive Income Form  
V.15.1

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Budde, Philip E.			818,315.00		818,315.00
Bunker, Joseph M.			1,824,440.00		1,824,440.00
Cannon, Shawn K.			181,773.25		181,773.25
Carden, Jason S.			925,635.00		925,635.00
Carlson, Jane M.			134,150.00		134,150.00
Clayton, Adam J.			865,267.50		865,267.50
Davis, Michael L.			543,307.50		543,307.50
Dreis, Paul J.			117,381.25		117,381.25
Engelke, Jared D.			1,569,555.00		1,569,555.00
Felker, Michael C.			1,576,262.50		1,576,262.50
Fisher, Mark A.			340,741.00		340,741.00
Forslund, Michael J.			139,918.45		139,918.45
Fullerton, Baird H.			124,759.50		124,759.50
Genske, Terrance L.			201,225.00		201,225.00
Hackman, Brian L.			107,320.00		107,320.00
Hanson, Eric D.			415,865.00		415,865.00
Hawkins, William Z.			441,353.50		441,353.50
Held, Jeffrey S.			596,967.50		596,967.50

State of Illinois Chief Procurement Office  
 IL Procurement Gateway: Percentage of Ownership and Distributive Income Form  
 V.15.1

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Herkert, Scott G.			253,543.50		253,543.50
Herriford, John D.			334,033.50		334,033.50
Holman, Lucas R.			327,326.00		327,326.00
Hopkins, Kevin K.			110,673.75		110,673.75
Hoy, Jason M.			250,458.05		250,458.05
Kankel, Craig			848,498.75		848,498.75
Kelly, Daniel C.			469,525.00		469,525.00
Kluesner, Steven B.			778,070.00		778,070.00
Kopecky, Chad A.			1,609,800.00		1,609,800.00
Kronser, Jeffrey L.			107,320.00		107,320.00
Kuhbänder, Kelly M.			818,315.00		818,315.00
Lake, Bradley J.			270,983.00		270,983.00
Lindert, Jon H.			1,435,405.00		1,435,405.00
Locy, Kent T.			764,655.00		764,655.00
Lynch, Thomas W.			273,666.00		273,666.00
Lyons, John T.			215,981.50		215,981.50
Marthaler, Justin N.			162,321.50		162,321.50
Monarch, John B.			629,163.50		629,163.50

State of Illinois Chief Procurement Office  
IL Procurement Gateway: Percentage of Ownership and Distributive Income Form  
V.15.1



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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Petersen, Joan R.			1,029,601.25		1,029,601.25
Rank, Patrick J.			197,200.50		197,200.50
Rice, David D.			2,300,672.50		2,300,672.50
Richards, Matthew S.			130,796.25		130,796.25
Ruggles, Kristopher E.			417,877.25		417,877.25
Runde, Andrew J.			107,320.00		107,320.00
Rust, Christopher J.			250,458.05		250,458.05
Schmidt, Robert C.			1,542,725.00		1,542,725.00
Schultz, Paula J.			425,926.25		425,926.25
Sebold, Tina M.			286,410.25		286,410.25
Shubak, Mark K.			134,150.00		134,150.00
Simpson, Zachary R.			160,980.00		160,980.00
Smith, Matthew L.			1,207,350.00		1,207,350.00
Sneve, Mark A.			734,471.25		734,471.25
Standish, Anthony J.			2,287,257.50		2,287,257.50
Stearns, Scott W.			182,444.00		182,444.00
Stretzer, Thomas G.			1,408,575.00		1,408,575.00
Stinson, Troy W.			323,301.50		323,301.50
Straka, Joshua J.			1,277,778.75		1,277,778.75

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Straus, Robert K.			798,192.50		798,192.50
Ternus, James D.			189,151.50		189,151.50
Thomsen, Stephanie B.			295,130.00		295,130.00
Tran, Kenneth H.			570,137.50		570,137.50
Ulm, Chris J.			134,150.00		134,150.00
Vieth, Eric D.			462,817.50		462,817.50
Waldron, Michael R.			215,981.50		215,981.50
Weber, Adam D.			176,407.25		176,407.25
Wells, Audra J.			185,127.00		185,127.00
Williams, Michael A.			1,629,922.50		1,629,922.50
Williams, Roddy J.			1,817,732.50		1,817,732.50
Wirtz, Randall A.			107,320.00		107,320.00
Witthuhn, Vernon C.			134,820.75		134,820.75
Wood, Ben W.			134,150.00		134,150.00
Wood, Ryan D.			1,714,437.00		1,714,437.00
Woolum, Michael A.			1,247,595.00		1,247,595.00
Yentz, Matthew A.			1,663,460.00		1,663,460.00
Zenz, Shane P.					

State of Illinois Chief Procurement Office  
IL Procurement Gateway: Percentage of Ownership and Distributive Income Form  
V.15.1



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/22/2017

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

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


<b>PRODUCER</b> Ansay & Associates, LLC. 702 N. High Point Road Suite 201 Madison WI 53717	<b>CONTACT NAME:</b> Sue Simoneau <b>PHONE (A/C No. Ext):</b> 800-643-6133 <b>E-MAIL ADDRESS:</b> sue.simoneau@ansay.com	<b>FAX (A/C No.):</b> 608-831-4777
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> STRAASS-01 Strand Associates, Inc 910 W. Wingra Drive Madison WI 53715	<b>INSURER A:</b> CNA Insurance Companies	<b>NAIC #</b> 35289
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 1214199807                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU cov. incl. <input checked="" type="checkbox"/> Blkt. Contractua GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	5099170076	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$900,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	5099170062	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		5099170059	1/1/2017	1/1/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC595126844	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Full Prior Acts		AEH113974097	7/11/2017	7/11/2018	Each Claim 2,000,000 Aggregate 2,000,000 Full Prior Acts

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
PROJECT: Contract No. I-17-4297 for Tri-State Tollway, Roadway Reconstruction, 75th Street (Mile Post 22.3 to I-55 Ramps (Mile Post 24.1). The Illinois State Toll Highway Authority is named as an additional insured on a primary and non-contributory basis on the General Liability and Automobile Liability policies as per written agreement. See attached CNA74858 & CA 2048

<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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POLICY NUMBER:

COMMERCIAL AUTO  
CA 20 48 10 13

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

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** STRAND ASSOCIATES, INC.

**Endorsement Effective Date:** 01/01/2017

### SCHEDULE

**Name Of Person(s) Or Organization(s):**

BLANKET AS REQUIRED BY CONTRACT OR  
WRITTEN AGREEMENT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered

Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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**CNA PARAMOUNT**

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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6.	Broad Knowledge of Occurrence/ Notice of Occurrence
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8.	Contractual Liability – Railroads
9.	Estates, Legal Representatives and Spouses
10.	Expected Or Intended Injury – Exception for Reasonable Force
11.	General Aggregate Limits of Insurance – Per Location
12.	In Rem Actions
13.	Incidental Health Care Malpractice Coverage
14.	Joint Ventures/Partnership/Limited Liability Companies
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17.	Medical Payments
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19.	Non-owned Watercraft
20.	Personal And Advertising Injury – Discrimination or Humiliation
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22.	Property Damage – Elevators
23.	Retired Partners, Members, Directors And Employees
24.	Supplementary Payments
25.	Unintentional Failure To Disclose Hazards
26.	Waiver of Subrogation – Blanket
27.	Wrap-Up Extension: OCIP, CCIP or Consolidated (Wrap-Up) Insurance Programs

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TRANSPORTATION INSURANCE COMPANY  
Insured Name: STRAND ASSOCIATES, INC.

Policy No: 5099170076  
Endorsement No: 2  
Effective Date: 01/01/2017

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission **EXHIBIT "1"**

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement****1. ADDITIONAL INSUREDS**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through I. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury or property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through I. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

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

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

**C. Engineers, Architects or Surveyors Engaged By You**

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:



Architects, Engineers and Surveyors General Liability Extension Endorsement

- 1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions - Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

- 1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or

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**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**I. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
  - a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. ADDITIONAL INSURED - EXTENDED COVERAGE**

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;





Architects, Engineers and Surveyors General Liability Extension Endorsement

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES provision of this endorsement for additional coverage and restrictions applicable to spouses of natural person Insureds.

4. BOATS

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to add the following additional exception to the exclusion entitled Aircraft, Auto or Watercraft:

This exclusion does not apply to:

Any watercraft owned by the Named Insured that is less than 30 feet long while being used in the course of the Named Insured's inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

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

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:

- a. on the effective date of this Coverage Part; or
b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

- 4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
  - a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
  - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
- 5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

**8. CONTRACTUAL LIABILITY – RAILROADS**

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

**Insured Contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

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TRANSPORTATION INSURANCE COMPANY

Insured Name: STRAND ASSOCIATES, INC.

Policy No: 5099170076

Endorsement No: 2

Effective Date: 01/01/2017



Architects, Engineers and Surveyors General Liability Extension Endorsement

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
(2) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and spouses of any natural person Insured or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and spouses only for claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person Insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided, however, that the spouse of a natural person Named Insured, and the spouses of members or partners of joint venture or partnership Named Insureds are Insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

10. EXPECTED OR INTENDED INJURY - EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A - Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
2. All medical expenses under Coverage C,

that arise from occurrences or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

- 1. Damages under Coverage B, regardless of the number of locations involved;

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**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:
1. a premises the **Named Insured** owns or rents; or
  2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

**12. IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

**13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
    - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
    - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and



Architects, Engineers and Surveyors General Liability Extension Endorsement

B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:

i. add the following to the Employers Liability exclusion:

This exclusion applies only if the bodily injury arising from a health care incident is covered by other liability insurance available to the Insured (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the Insured's actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to claims based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

- a. professional health care services on behalf of the Named Insured or
b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;

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**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

**Other Insurance**



Architects, Engineers and Surveyors General Liability Extension Endorsement

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the Named Insured to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to WHO IS AN INSURED:

If the Named Insured was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the policy period, such Named Insured is an Insured with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense, first occurred after such termination date;
b. the bodily injury or property damage first occurred after such termination date; and
c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a consolidated (wrap-up) insurance program, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude bodily injury, property damage or personal and advertising injury that would otherwise be covered under the Architects, Engineers And Surveyors General Liability Extension Endorsement provision entitled WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS. Please see that provision for the definition of consolidated (wrap-up) insurance program.

B. Participation In Current Professional Joint Ventures

The following is added to WHO IS AN INSURED:

The Named Insured is also an Insured for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the Named Insured's co-venturers are architectural, engineering or surveying firms only; and
b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the Named Insured is an Insured only for the conduct of such Named Insured's business within such a joint venture. The Named Insured is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this Architects, Engineers And Surveyors General Liability Extension Endorsement or by the attachment of another endorsement (if any), no person or organization is an Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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**Architects, Engineers and Surveyors General Liability  
Extension Endorsement****15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

**j. Damage to Property**

**Property damage to:**

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to **Damage To Premises Rented To You** as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

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

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

Paragraphs (3) and (4) of this exclusion do not apply to **property damage to:**

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;





Architects, Engineers and Surveyors General Liability Extension Endorsement

- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

**B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

**C. The following paragraph is added to LIMITS OF INSURANCE:**

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

**D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

**E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition** is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

**16. LIQUOR LIABILITY**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

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**Architects, Engineers and Surveyors General Liability  
Extension Endorsement****17. MEDICAL PAYMENTS**

A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

**18. NON-OWNED AIRCRAFT**

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

**19. NON-OWNED WATERCRAFT**

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
  - (a) less than 75 feet long; and
  - (b) not being used to carry persons or property for a charge.

**20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION**

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:  
Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

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TRANSPORTATION INSURANCE COMPANY  
Insured Name: STRAND ASSOCIATES, INC.

Policy No: 5099170076  
Endorsement No: 2  
Effective Date: 01/01/2017

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Architects, Engineers and Surveyors General Liability Extension Endorsement

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured; or
(b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or
attachment of an additional insured endorsement to this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B -Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.

B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- 1. Paragraph 2.d. is replaced by the following:
d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B - Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**22. PROPERTY DAMAGE - ELEVATORS**

- A. Under **COVERAGES, Coverage A - Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE - ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

**WHO IS INSURED** is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage or personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

**24. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**26. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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TRANSPORTATION INSURANCE COMPANY  
Insured Name: STRAND ASSOCIATES, INC.

Policy No: 5099170076  
Endorsement No: 2  
Effective Date: 01/01/2017



Architects, Engineers and Surveyors General Liability Extension Endorsement

- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement EXCLUSION - CONSTRUCTION WRAP-UP is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

- 1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor
- 2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
- 2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

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**CNA PARAMOUNT**

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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TRANSPORTATION INSURANCE COMPANY

Insured Name: STRAND ASSOCIATES, INC.

Policy No: 5099170076

Endorsement No: 2

Effective Date: 01/01/2017

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# Contract Information Sheet

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

Consultant Name: Strand Associates, Inc.

Contract Number: I-17-4297

Proposal Date: 9/8/2017

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-17-4297 Consultant: Strand Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017											Grand Total Exhibit A Hours	TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept Verification												1000	1000	2000	
Advance Contract												200	100	300	
NB Mainline Contract												100		100	
SB Mainline Contract												100		100	
<b>TOTALS</b>													1400	1100	2500



Contract Number: I-17-4297 Consultant: Strand Associates, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept Verification	800	800	800	800	800									4000
Advance Contract	100	100	200	200	200	400	400	400	400	400	400	400	400	3600
NB Mainline Contract	50	50				300	300	300	300	300	300	300	300	2200
SB Mainline Contract	50	50				300	300	300	300	300	300	300	300	2200
<b>TOTALS</b>	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	12000

Contract Number: I-17-4297 Consultant: Strand Associates, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2019												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Concept Verification																	
Advance Contract	200	200	200	200	100	100	100	400	400	100	200	200	200	200	200	200	2400
NB Mainline Contract	400	400	400	400	450	450	450	300	300	450	400	400	400	400	400	400	4800
SB Mainline Contract	400	400	400	400	450	450	450	300	300	450	400	400	400	400	400	400	4800
<b>TOTALS</b>	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	12000

Contract Number: I-17-4297 Consultant: Strand Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept Verification														
Advance Contract														
NB Mainline Contract														
SB Mainline Contract														
<b>TOTALS</b>														0

Contract Number: I-17-4297

Consultant: Strand Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Concept Verification																	
Advance Contract																	
NB Mainline Contract			200	200													
SB Mainline Contract						200	200										800
<b>TOTALS</b>			200	200		200	200										800

Contract Number: I-17-4297 Consultant: Strand Associates, 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			
Concept Verification															
Advance Contract															
NB Mainline Contract															
SB Mainline Contract			200	200		200	200						53		853
<b>TOTALS</b>			200	200		200	200						53		853

Contract No.: I-17-4297

Consultant: Strand Associates, Inc.

**EXHIBIT B: FEE CALCULATIONS**

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

$\frac{28,153.00}{\text{(Total Work Hours from Exhibit C-2)}} \times \$ \frac{52.43}{\text{(Average Hourly Rate from Exhibit C-2)}} = \text{TOTAL DIRECT SALARY } \$ \underline{1,476,061.79}$

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

**DIRECT REGULAR SALARY TIMES MULTIPLIER** \$ 4,132,973.01

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

(For Prime Consultant listed above.)

**TOTAL DIRECT COSTS** \$413,381.18

**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 3,723,969.83

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ 1,829,675.98

**TOTAL SERVICES BY OTHERS** \$ 5,553,645.81

**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)**

\$ 10,100,000.00

Contract No.: I-17-4297 Consultant: Strand Associates, Inc.

Date: 9/8/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 60 No. OF MONTHS  
 SCHEDULED START DATE: 11/1/2017  
 RAISE DATE: 7/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

Date	Date	Date	Date	Date	Date	Date
11/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022		
8.0	12.0	12.0	12.0	12.0		
60.0	60.0	60.0	60.0	60.0		
13.33%	20.00%	20.00%	20.00%	20.00%		
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period		

**ESCALATION PER YEAR Year 6 through 10**

Date	Date	Date	Date	Date	Date	Date
7/1/2022 - 10/31/2022						
4.0						
60.0	60.0	60.0	60.0	60.0		
6.67%						
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		

The escalation factor for this project is: 100.00%

Contract No.: I-17-4297

Consultant: Strand Associates, Inc.

Date: 9/8/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	OVERTIME PREMIUM					
							Escalated Average O/T Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)				
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	1,940.00						
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	2,588.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$69.57	\$69.57	4,338.00						
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$46.00	\$46.00	12,940.00						
No	Staff Engineer/Planner	\$20.00	\$40.00									
No	Engineer/Accountant	\$20.00	\$60.00									
No	Senior Technical Specialist	\$25.00	\$60.00	\$46.72	\$46.72	4,275.00						
No	Technical Specialist	\$15.00	\$50.00	\$30.85	\$30.85	911.00						
No	Architect	\$30.00	\$70.00									
No	Realty Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									
<b>Total Estimated Work Hours:</b> 28,153.00 <b>Average Hourly Rate:</b> \$52.43 <b>Total Direct Labor:</b> \$1,476,061.79							<b>Total Overtime Premium:</b>					



Contract No.: I-17-4297

Consultant: Strand Associates, Inc.

Date: 9/8/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

<u>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</u>						<u>DIRECT COST</u>		
						<u>OVERTIME PREMIUM</u>		
<p style="text-align: center;">Total Estimated Work Hours: 28,153.00</p> <p style="text-align: center;">Average Hourly Rate: \$52.43</p> <p style="text-align: center;">Total Direct Labor \$1,476,061.79</p>						<p style="text-align: center;">Total Estimated O/T Hours:</p> <p style="text-align: center;">Average Premium O/T Hourly Rate:</p> <p style="text-align: center;">Total Overtime Premium:</p>		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Admin/Clerical	\$8.25	\$40.00	\$29.59	\$29.59	1,161.00		

Contract No.: I-17-4297

Consultant: Strand Associates, Inc.

Date: 9/8/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Budde, Philip E	\$50 - \$70
	Principal	Felker, Michael C	
	Principal	Richards, Matthew S	
	Principal	Kronser, Jeffrey L	
	Principal	Schultz, Paula J	
	Principal	Cannon, Shawn K	
	Principal	<b>Gabrisko, Darcie W</b>	
	Principal	Anderson, Charles R	
	Project Manager	Project Manager	Petersen, Joan R
Project Manager		Zenz, Shane P	
Project Manager		Locy, Kent T	
Project Manager		Lynch, Thomas W	
Project Manager		Straus, Robert K	
Project Manager		Lyons, John T	
Project Manager		Fullerton, Baird H	
Project Manager		Temus, James D	
Project Manager		Fisher, Mark A	
Project Manager		<b>Bunker, Joseph M</b>	
Project Manager		Hise, James D	
Project Manager		Yentz, Matthew A	
Project Manager		Dreis, Paul J	
Project Manager		Hawkins, William Z	
Project Manager		Ulm, Chris J	
Project Manager		Waldron, Michael R	
Project Manager		Savage, Jonathan D	
Project Manager		Sebold, Tina M	
Project Manager		Kopecky, Chad A	
Project Manager		Brankamp, Thomas M	
Project Manager		Hutzler, Jerome A	
Project Manager		Runde, Andrew J	
Project Manager		<b>Andreas, Brian M</b>	
Project Manager		Herkert, Scott G	
Project Manager		Davis, Michael L	
Project Manager		Studnicka, Brent M	
Project Manager		Askin, Mark C	
Project Manager		Rank, Patrick J	
Project Manager	Addicks, Edward T		

Contract No.: I-17-4297

Consultant: Strand Associates, Inc.

Date: 9/8/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	Project Manager	Kankel, Craig	
	Project Manager	Craven, Andrew L	
	Project Manager	Cooley, Dennis R	
	Project Manager	Bista, Bhupendra B	
	Project Manager	Kelly, Daniel C	
	Project Manager	Heid, Jeffrey S	
	Project Manager	Kluesner, Steven B	
	Project Manager	<b>Shubak, Mark K</b>	
	Project Manager	Rape, Marc A	
	Project Manager	Forslund, Michael J	
	Project Manager	Hackman, Brian L	
	Project Manager	Isnor, Howard L	
	Project Manager	Lindert, Jon H	
	Project Manager	Marthaler, Justin N	
	Project Manager	<b>Standish, Anthony J</b>	
	Project Manager	<b>Gabrisko, Darcie W</b>	
	Project Manager	<b>Grigas, Marc A</b>	
	Project Manager	Molenaar, Brian T	
	Project Manager	Bilskemper, Justin R	
Senior Engineer/Planner	Senior/Structural Engineer	<b>Standish, Anthony J</b>	\$40 - \$70
	Senior/Structural Engineer	<b>Rice, David D</b>	
	Senior/Structural Engineer	Walker, David J	
	Senior/Structural Engineer	Maki, Wayne D	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Isnor, Howard L	\$25 - \$60
	Project Engineer	Lindert, Jon H	
	Project Engineer	<b>Grigas, Marc A</b>	
	Project Engineer	Holman, Lucas R	
	Project Engineer	Juskiewicz, Timothy R	
	Project Engineer	Straka, Joshua J	
	Project Engineer	Carden, Jason S	
	Project Engineer	Spinelli, Anthony J	
	Project Engineer	Genske, Terrance L	
	Project Engineer	Bouliware, Kent	
	Project Engineer	Hellemann, Luke T	
	Project Engineer	Scholz, Candace L	
	Project Engineer	Brunn, Donald E	

Contract No.: 1-17-4297

Consultant: Strand Associates, Inc.

Date: 9/8/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

<b>Tolway Classification</b>	<b>Consultant Classification (specific to each company)</b>	<b>Consultant Employee Name (SEE NOTE 1 TO RIGHT)</b>	<b>Range per Hour</b>
	Project Engineer	Schrandt, Jason E	
	Project Engineer	Prahl, Steve B	
	Project Engineer	Stetzer, Thomas G	
	Project Engineer	Ruble, Steven T	
	Project Engineer	Grimme, Sara J	
	Project Engineer	Kress, Brendan M	
	Project Engineer	Small, Daniel J	
	Project Engineer	Ruggles, Kristopher E	
	Project Engineer	David, Michael J	
	Project Engineer	Tonthat, Jimmy H	
	Project Engineer	Hanson, Eric D	
	Project Engineer	Thomsen, Stephanie B	
	Project Engineer	Swanson, Kenneth M	
	Project Engineer	Karnes, Harold P	
	Project Engineer	Brandt, Nathaniel L	
	Project Engineer	Oftedahl, Brett M	
	Project Engineer	Behrend, Keith R	
	Project Engineer	Clayton, Adam J	
	Project Engineer	Bourke, Chad E	
	Project Engineer	Gohdes, David D	
	Project Engineer	Thimm, Richard G	
	Project Engineer	Dienst, Elizabeth A	
	Project Engineer	Horst, Ryan R	
	Project Engineer	Cash, Jamey L	
	Project Engineer	Bolle, Christopher T	
	Project Engineer	Engelke, Jared D	
	Project Engineer	Rust, Christopher J	
	Project Engineer	Heimann, Jeffery C	
	Project Engineer	Ott, Michael G	
	Project Engineer	Sridhar, Anand	
	Project Engineer	Merten, Matthew J	
	Project Engineer	Scholz, Timothy J	
	Project Engineer	Reimer, Jason S	
	Project Engineer	Carpiaux, Daniel A	
	Project Engineer	Cerros, Matthew D	
	Project Engineer	Kuhbander, Kelly M	
	Project Engineer	McCarthy, James R	

Contract No.: I-17-4297

Consultant: Strand Associates, Inc.

Date: 9/8/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	Project Engineer	Weber, Adam	
	Project Engineer	Hoy, Jason M	
	Project Engineer	Lind, Benjamin R	
	Project Engineer	Henderson, Kyle R	
	Project Engineer	Rosenthal, Brian M	
	Project Engineer	Brodhacker, Jeremy L	
	Project Engineer	Bland, Christopher M	
	Project Engineer	Jack, Robert A	
	Project Engineer	Urban, Joseph M	
	Project Engineer	Kobryn, Jennifer S	
	Project Engineer	Meyer, Tera R	
	Project Engineer	Scheer, Richard	
	Project Engineer	Troka, Kyle A	
	Project Engineer	Goebel, Travis T	
	Project Engineer	Becker, Elisa C	
	Project Engineer	Garfoot, Elizabeth C	
	Project Engineer	Pachniak, Joshua T	
	Project Engineer	Sarven, Korey C	
	Project Engineer	Bridwell, Sean M	
	Project Engineer	Craig, Aaron R	
	Project Engineer	Pridemore, Ashley L	
	Project Engineer	Plant, William R	
	Project Engineer	Green, Scott L	
	Project Engineer	Schmidt, Bradley J	
	Project Engineer	Smith, Ryan R	
	Project Engineer	Fitzsimmons, Jacob E	
	Project Engineer	Milewski, Meghan K	
	Project Engineer	Schwarz, Alexander M	
	Project Engineer	Troyanowski, Andrew P	
	Project Engineer	Walter, Adam J	
	Project Engineer	Notson, Eric J	
	Project Engineer	Denton, William D	
	Project Engineer	Gort, Jordan N	
	Project Engineer	Bailey, Andrea L	
	Project Engineer	Andersen, Kelsey R	
	Project Engineer	Gattone, Dominic L	
	Project Engineer	Gazdziak, Matthew J	

Contract No.: I-17-4297

Consultant: Strand Associates, Inc.

Date: 9/8/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	Project Engineer	Pellegrini, Adam J	
	Project Engineer	Anderson, Eric P	
	Project Engineer	Johnson, Brenden L	
	Project Engineer	Lynch, Christopher T	
	Project Engineer	Constant, Evan J	
	Project Engineer	Gomez-Gonzalez, Andres G	
	Project Engineer	Specht, Kyela R	
	Project Engineer	Pasternak, Matthew W	
	Project Engineer	Barber, Steven	
	Project Engineer	Miklas, Cory M	
	Project Engineer	Johnson, Caroline V	
	Project Engineer	Alexander, Jennifer M	
	Project Engineer	Sunderland, Anna T	
	Project Engineer	Gillespie, Lila E	
	Project Engineer	Sadowski, Zachary M	
	Project Engineer	Schmidgall, Kayla A	
	Project Engineer	Schramm, Jacob R	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Technician II	Marthaler, Justin N	\$25 - \$80
	Technician II	Larson, Layne A	
	Technician II	Hawkos, Rad A	
	Technician II	Plut, John K	
	Technician II	Bindl, Andrew S	
	Technician II	Skjervem, Cory J	
	Technician II	Oliphant, Randy L	
	Technician II	Wadas, Dennis J	
	Technician II	Wang, Xuqiang	
	Technician II	Rape, Bruce A	
	Technician II	Eisentraut, David J	
	Technician II	Kreitz, Thad M	
	Technician II	Bartelt, Heather S	
	Technician II	Egeland, Deirdre F	
	Technician II	Robertson, Steven L	
	Technician II	Waas, Jerad D	
	Technician II	Henrekin, Casey P	
	Technician II	Byrne, Aaron C	

Contract No.: I-17-4297

Consultant: Strand Associates, Inc.

Date: 9/8/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Technical Specialist	Technician I	Herbst, Glenn G	\$15 - \$50
	Technician I	Zacpal, George D	
	Technician I	White, Kyle R	
	Technician I	Heavern, Darren W	
	Technician I	Johnson, Reed C	
	Technician I	Bible, Myles M	
	Technician I	Holmes, Jason R	
	Technician I	Zachman, Christopher M	
	Technician I	Fisher, Brian J	
	Technician I	Perry, Jason D	
	Technician I	Hagness, Bonnie J	
	Technician I	Small, Steven S	
	Technician I	Motelet, Lisa M	
	Technician I	Haftoglou, Dimitrios T	
	Technician I	Schaub, Alex P	
	Technician I	Pedersen, Matthew W	
	Technician I	Walker, Andrew R	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Admin/Clerical	Exley, Anita M	\$8.25 - \$40
	Admin/Clerical	Trobaugh, Leslie A	
	Admin/Clerical	Pekul, Ashley C	
	Admin/Clerical	Stargardt, Skye A	
	Admin/Clerical	Powell, Heather L	
	Admin/Clerical	Frieders, Rachel A	
	Admin/Clerical	O'Hearn, Maria Del Rosario	
	Admin/Clerical	McKee, Christina A	
	Admin/Clerical	Goodrich, Angela Diane	
	Admin/Clerical	Kreilkamp, Teresa A	
	Admin/Clerical	Hawks, Sarah M	
	Admin/Clerical	Forte, Latanya Rochelle	
	Admin/Clerical	Rice, Lucia B	
	Admin/Clerical	McCann, Mary E	
	Admin/Clerical	Schmidt, Tammy L	
	Admin/Clerical	Jones-Dailey, Cher'Ronna L	
	Admin/Clerical	Rickaby, Barbara J	

Contract No.: I-17-4297

Consultant: Strand Associates, Inc.

Date: 9/8/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

<b>Tollway Classification</b>	<b>Consultant Classification (specific to each company)</b>	<b>Consultant Employee Name (SEE NOTE 1 TO RIGHT)</b>	<b>Range per Hour</b>
	Admin/Clerical	Gannon, Brittany S	
	Admin/Clerical	Willey, Cynthia L	
	Admin/Clerical	Meisinger, Adria M	
	Admin/Clerical	Ambrosius, Samantha L	
	Admin/Clerical	Lacy, David G	
	Admin/Clerical	Roberts, Laura E	
	Admin/Clerical	Wiest, Trisha L	
	Admin/Clerical	Bowman, Judith L	
	Admin/Clerical	Mesbah, Natalie N	
	Admin/Clerical	Sagester, Vanessa L	
	Admin/Clerical	Walsh, Samantha J	
	Admin/Clerical	Hawks, April M	
	Admin/Clerical	Magnacca, Sharon L	



Contract No.: I-17-4297 Consultant: Strand Associates, Inc.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/2389762/12\\_LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_10012013.PDF](http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF)
  
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

none  
\_\_\_\_\_  
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**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)      \$ 413,381.18**

## ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

## **ALLOWABLE DIRECT COSTS**

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

#### Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay\*\*- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-17-4297

Consultant: Strand Associates, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

Project Manager: Standish, Anthony J

Project Engineer: Andreas, Brian M

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

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

Project Civil Engineer: Grigas, Marc A

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

Project Drainage Engineer: Shubak, Mark K

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

Others: Name: Gabrisko, Darcie W

Classification: Roadway QC/QA

Name: Rice, David D

Classification: Structural QC/QA

Name: Bunker, Joseph M

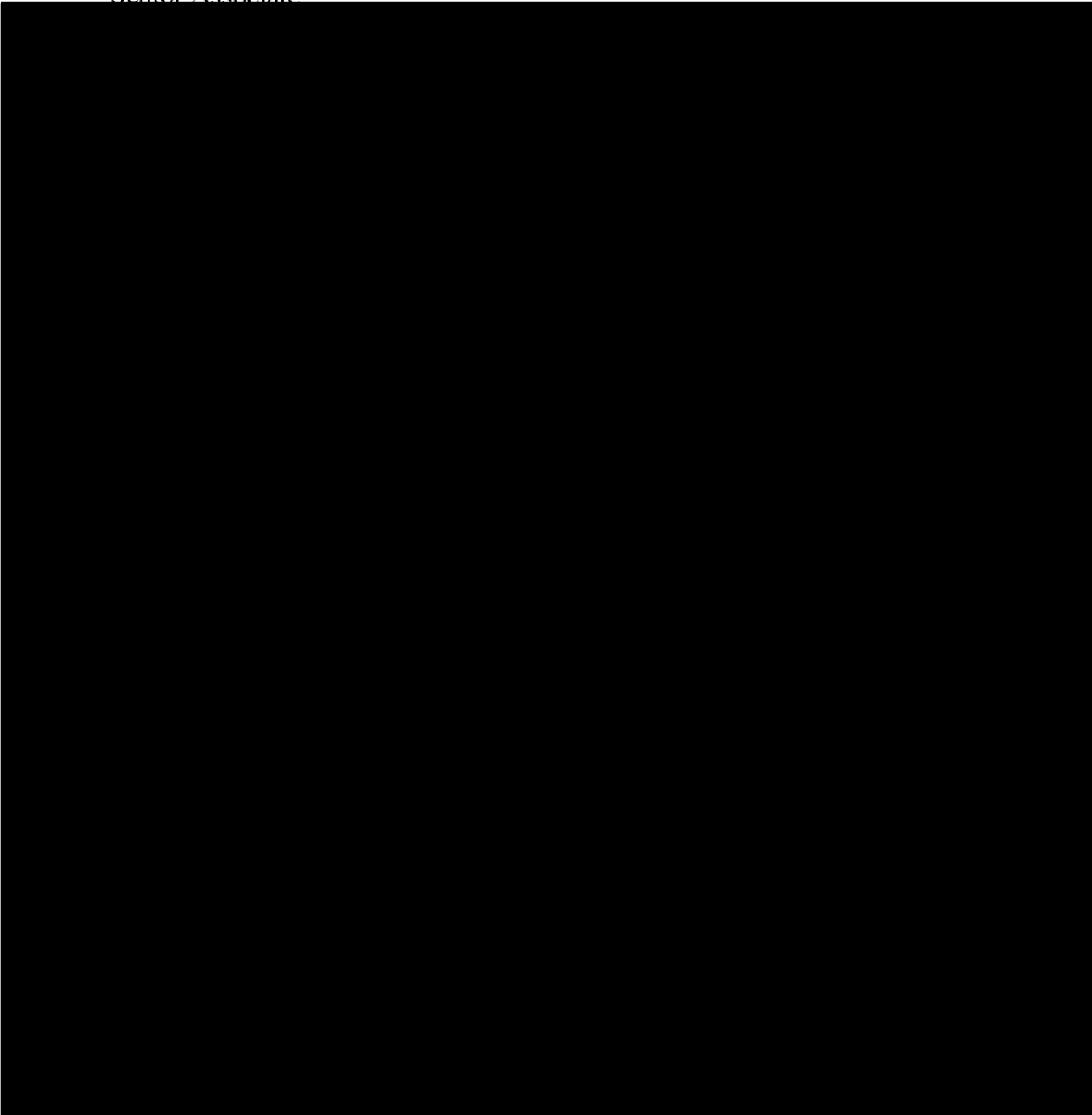
Classification: Constructability Engineer

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

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

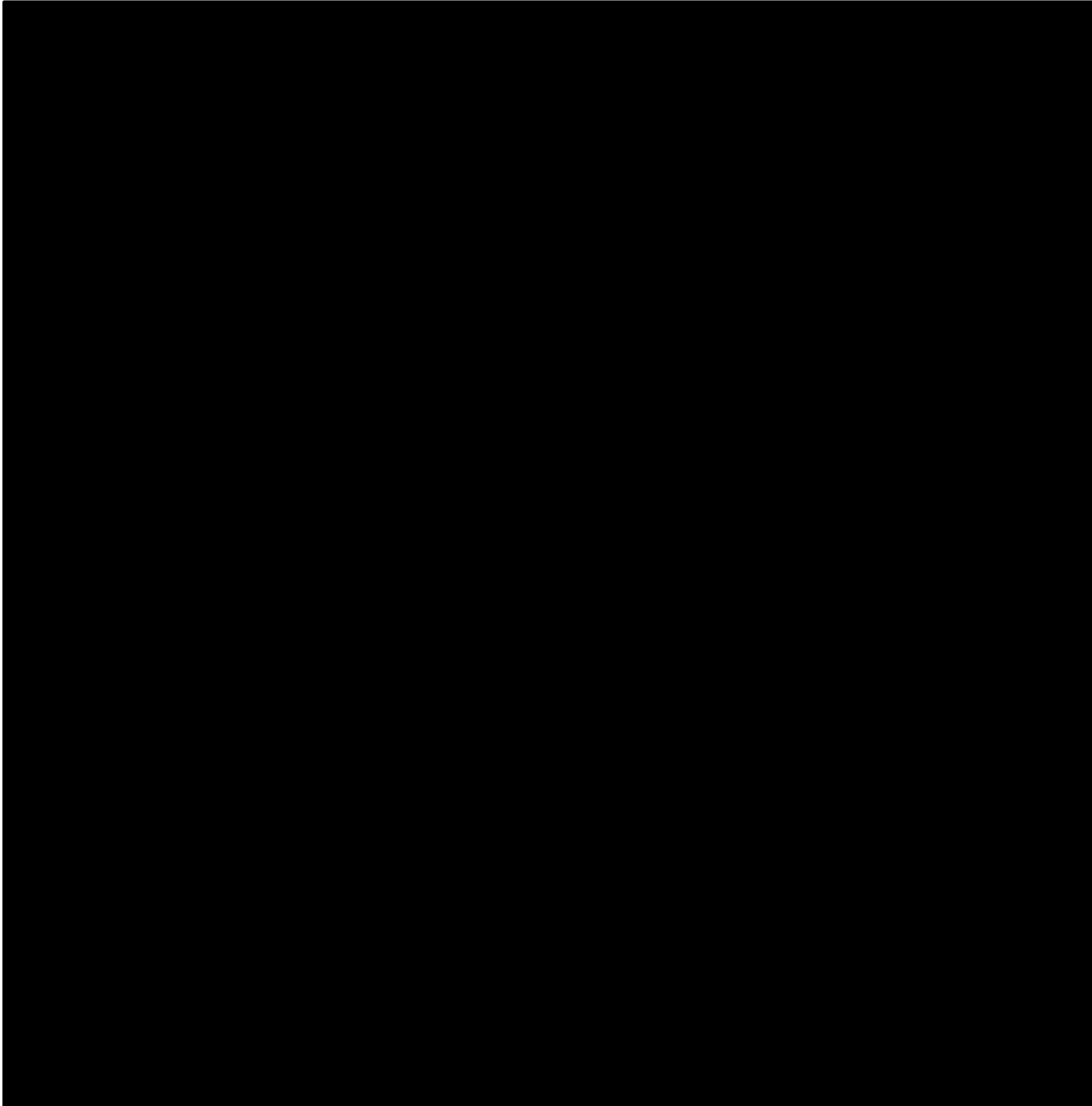
# Anthony J. Standish, P.E., S.E.

Senior Associate

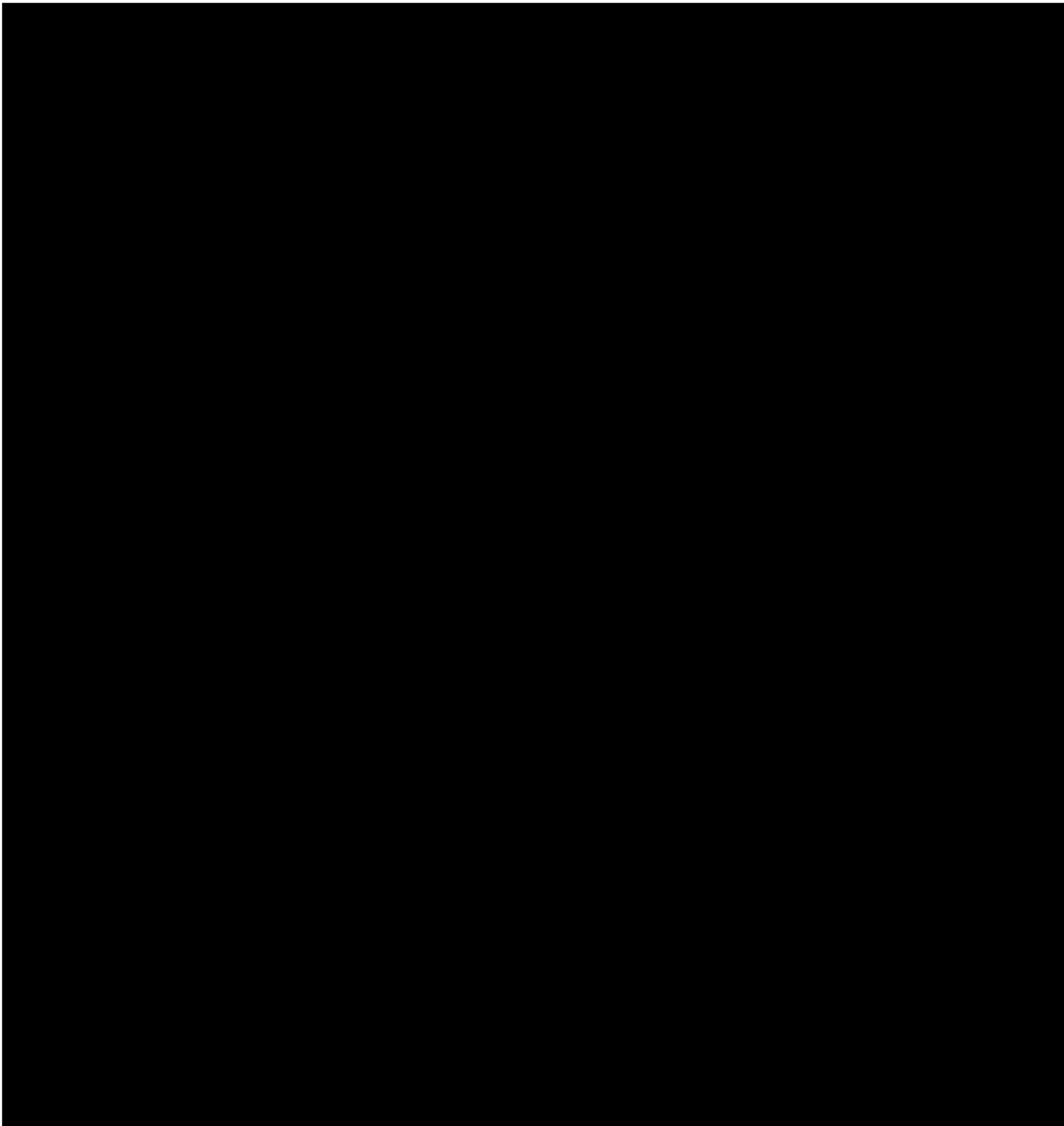


# Anthony J. Standish, P.E., S.E.

Senior Associate

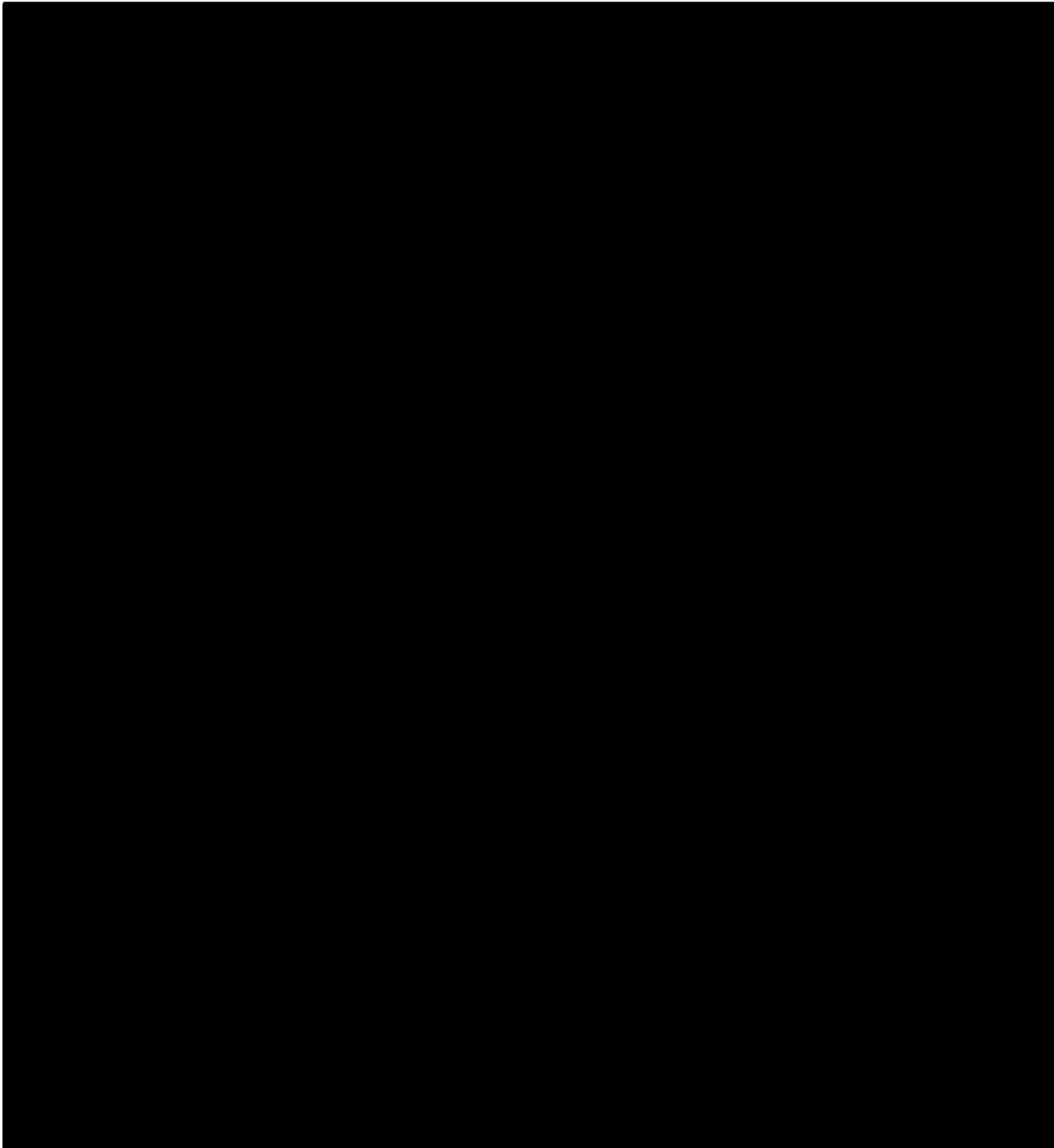


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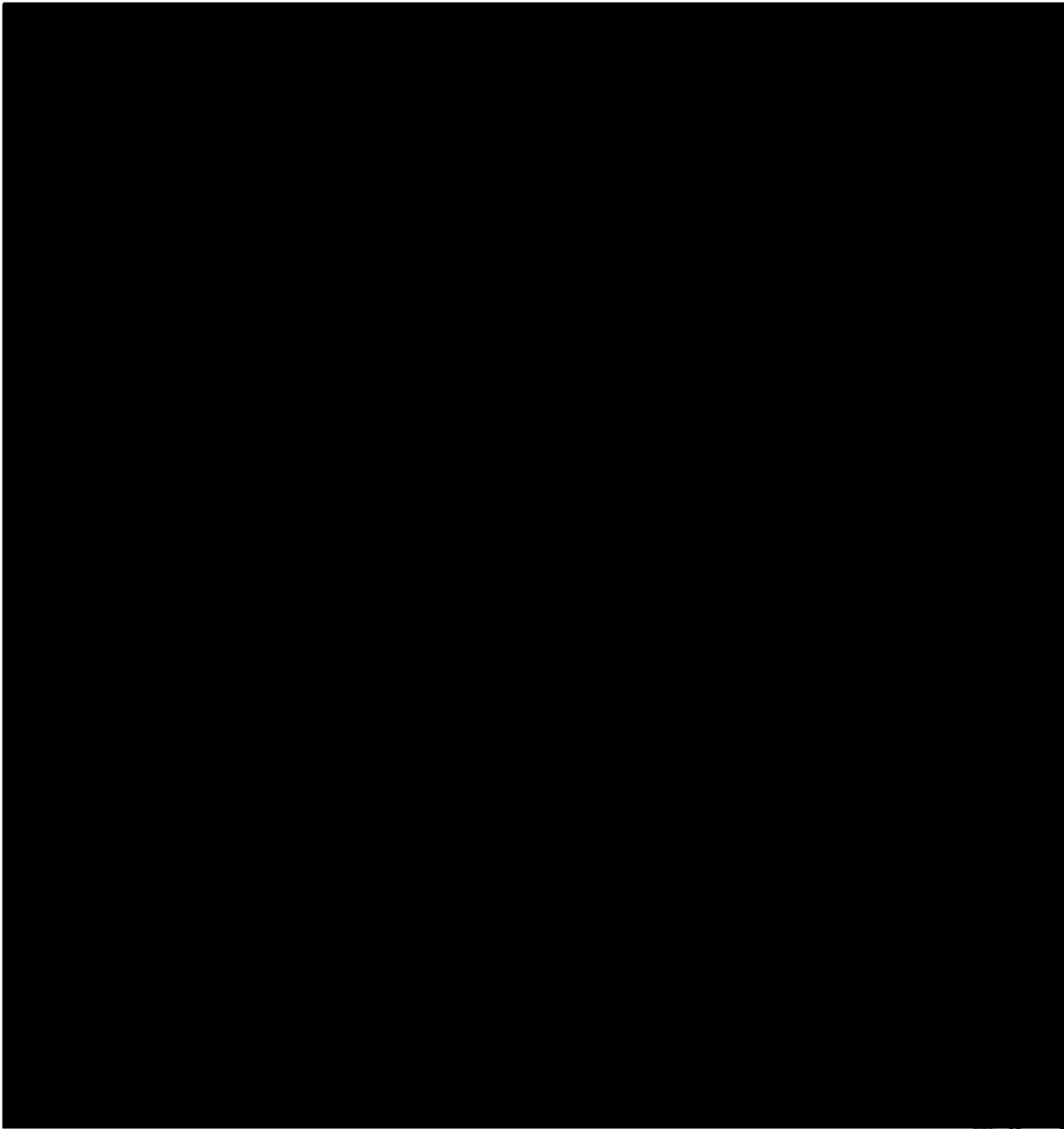




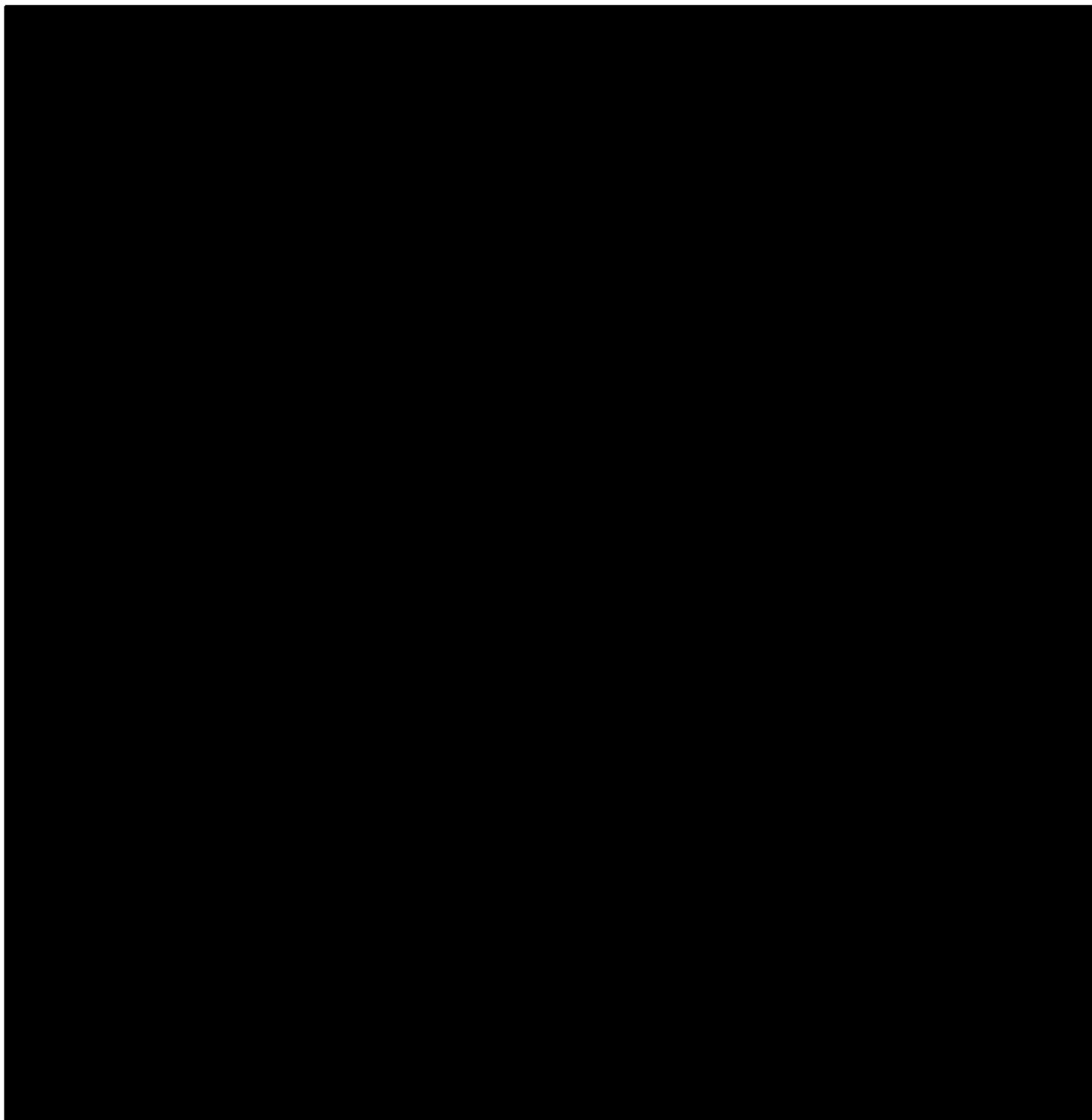
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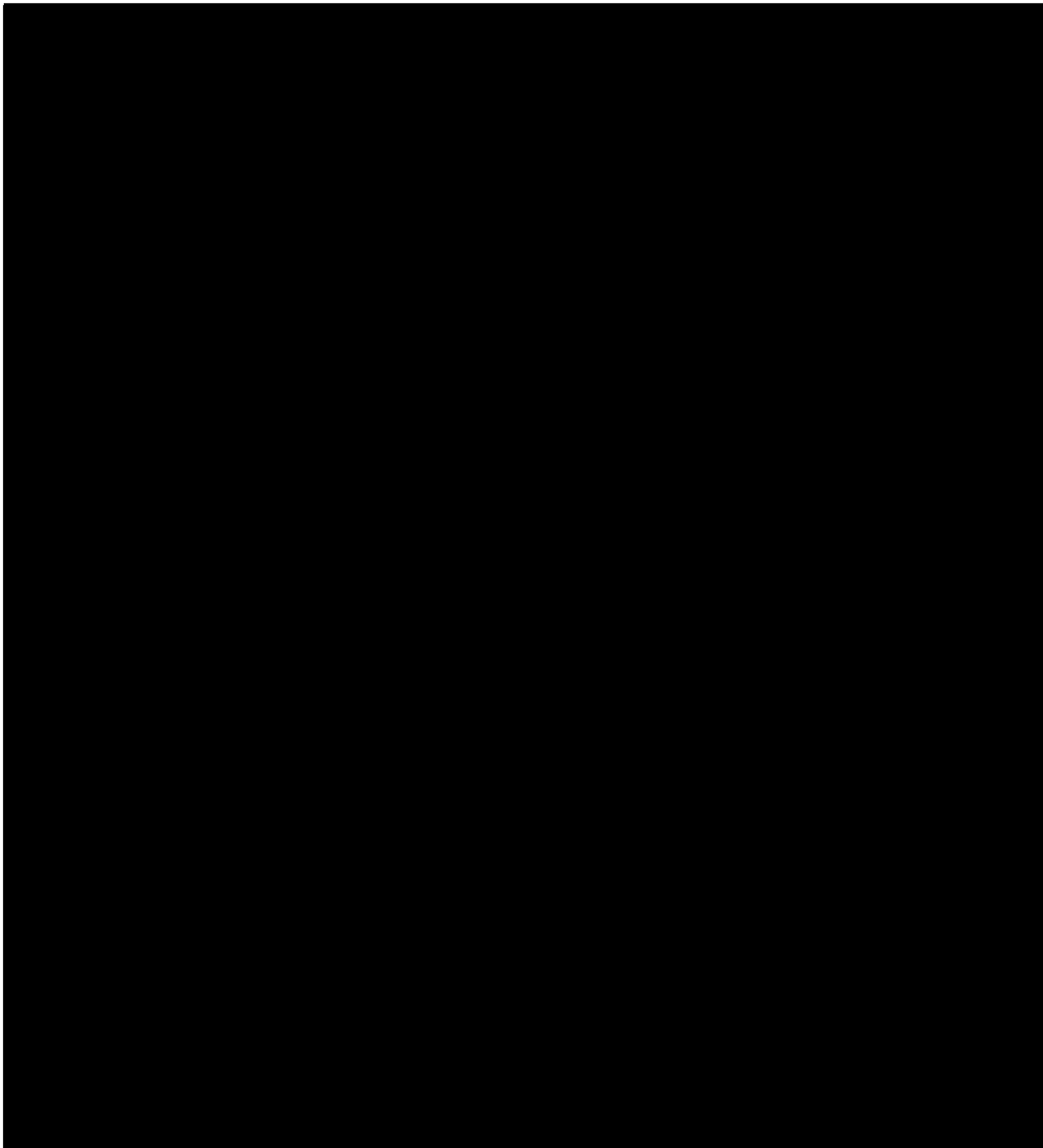
Grigas, Marc A., P.E.



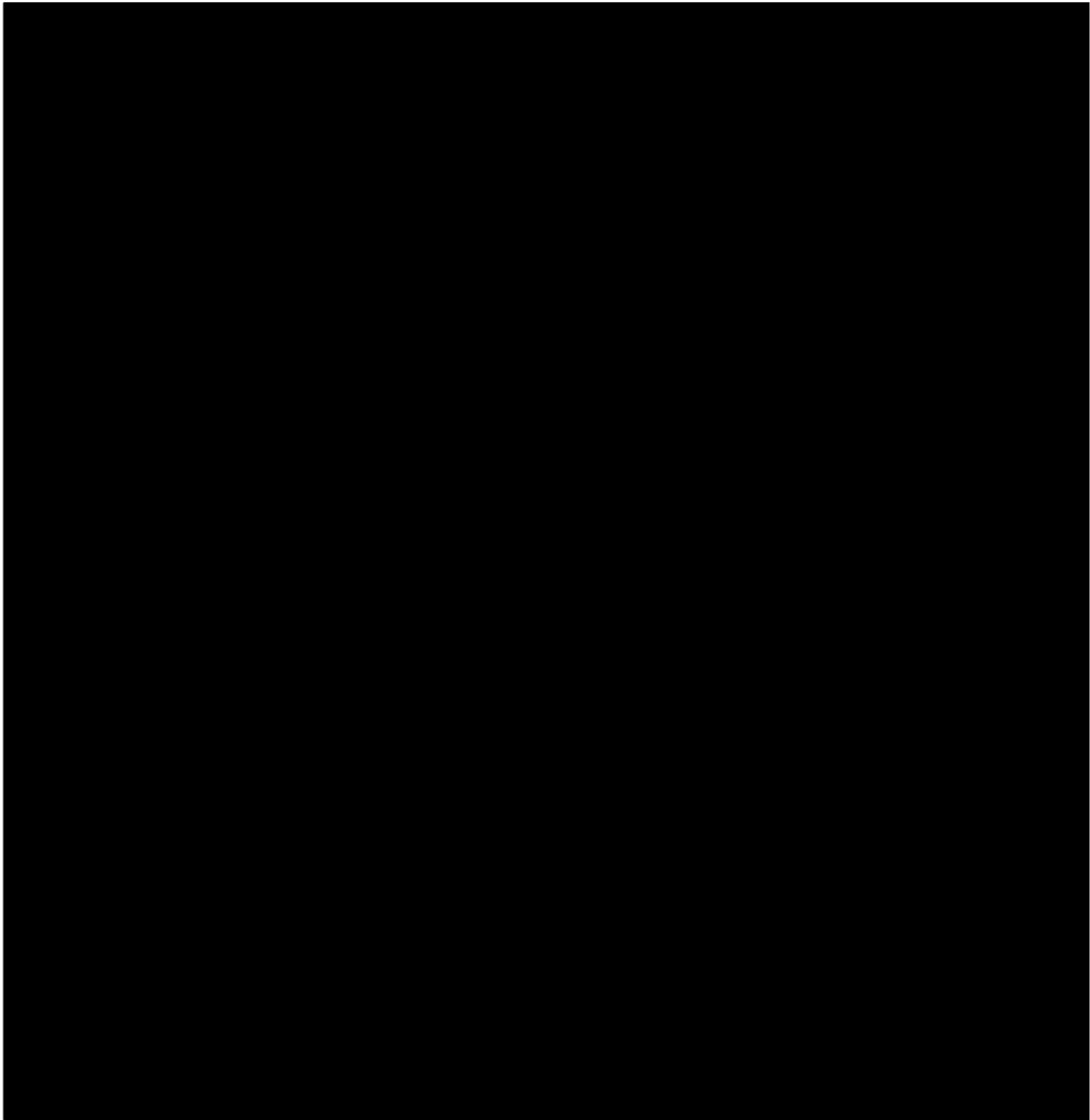
Grigas, Marc A., P.E.



Shubak, Mark K., P.E.

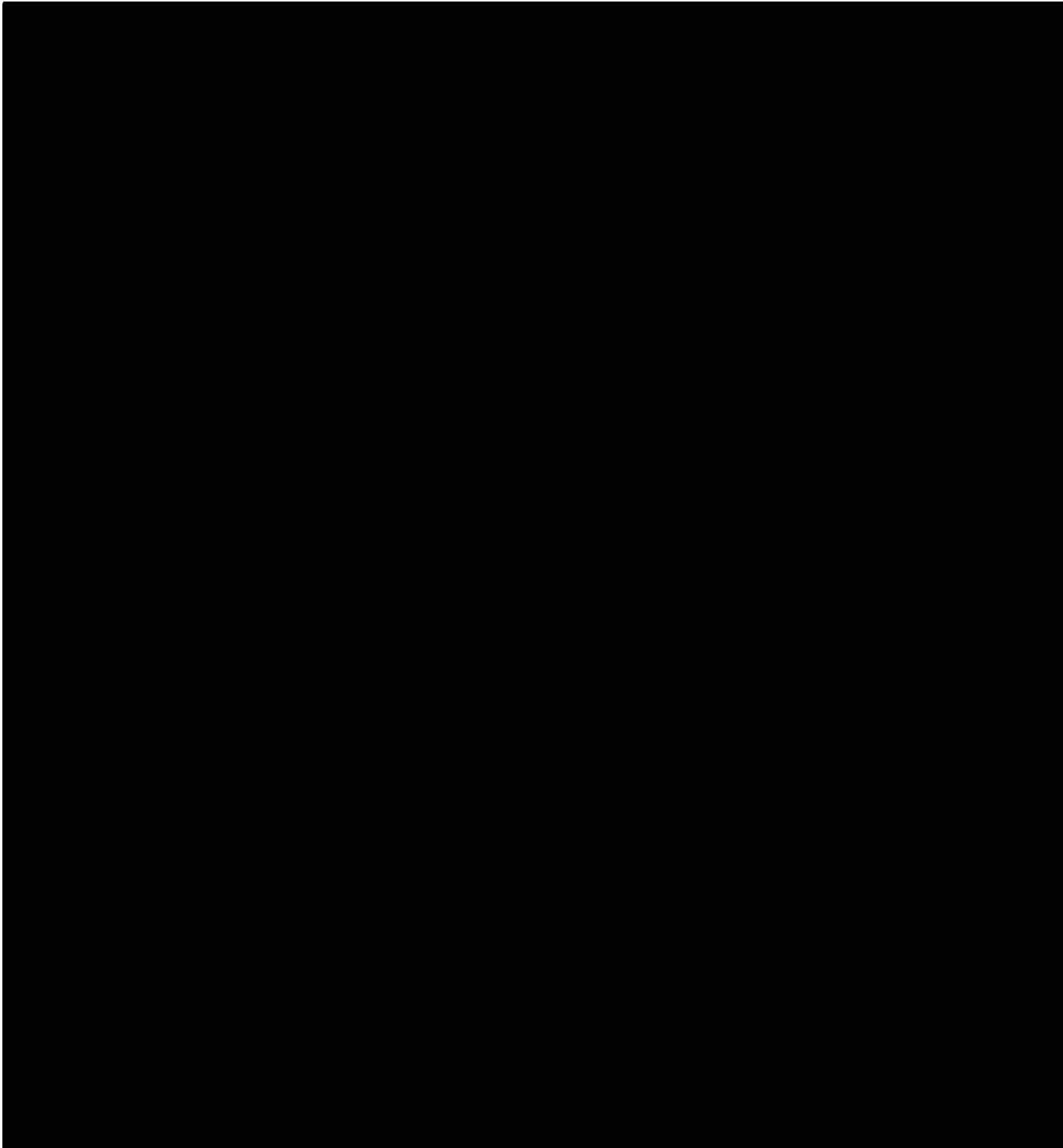


Shubak, Mark K., P.E.



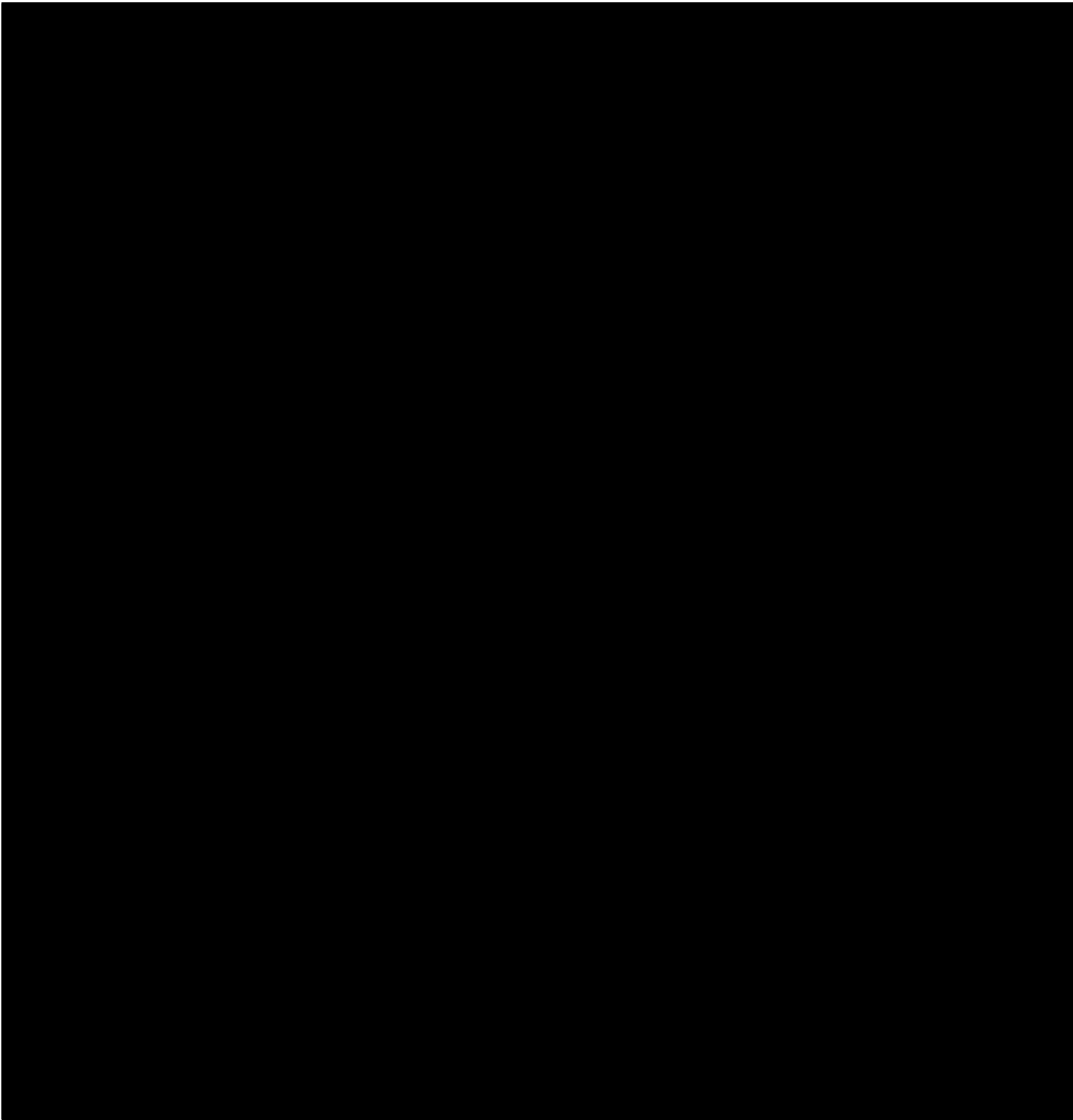
Darcie W. Gabrisko, P.E.

Vice President

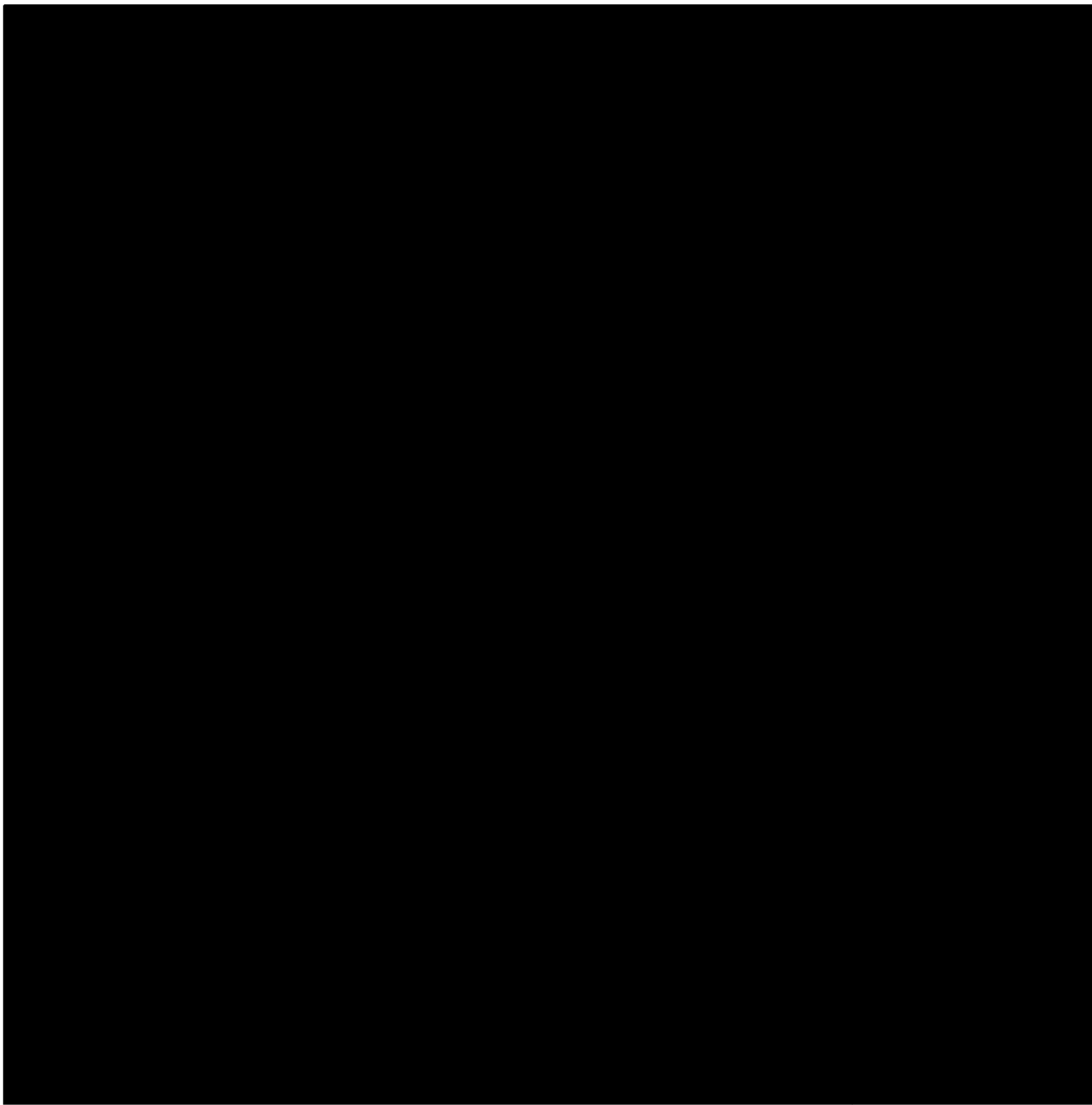


Darcie W. Gabrisko, P.E.

Vice President

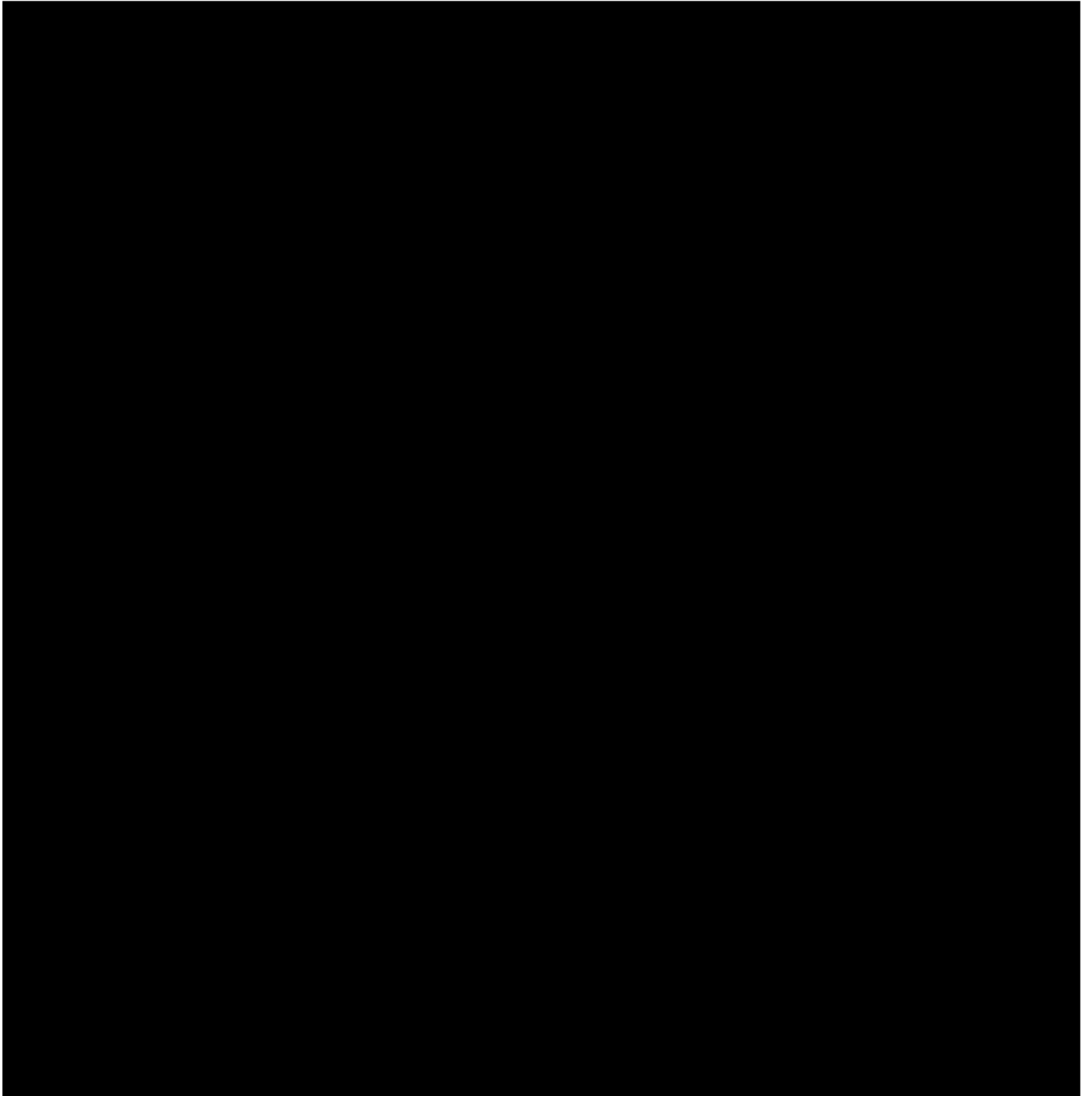


David D. Rice, P.E., S.E.



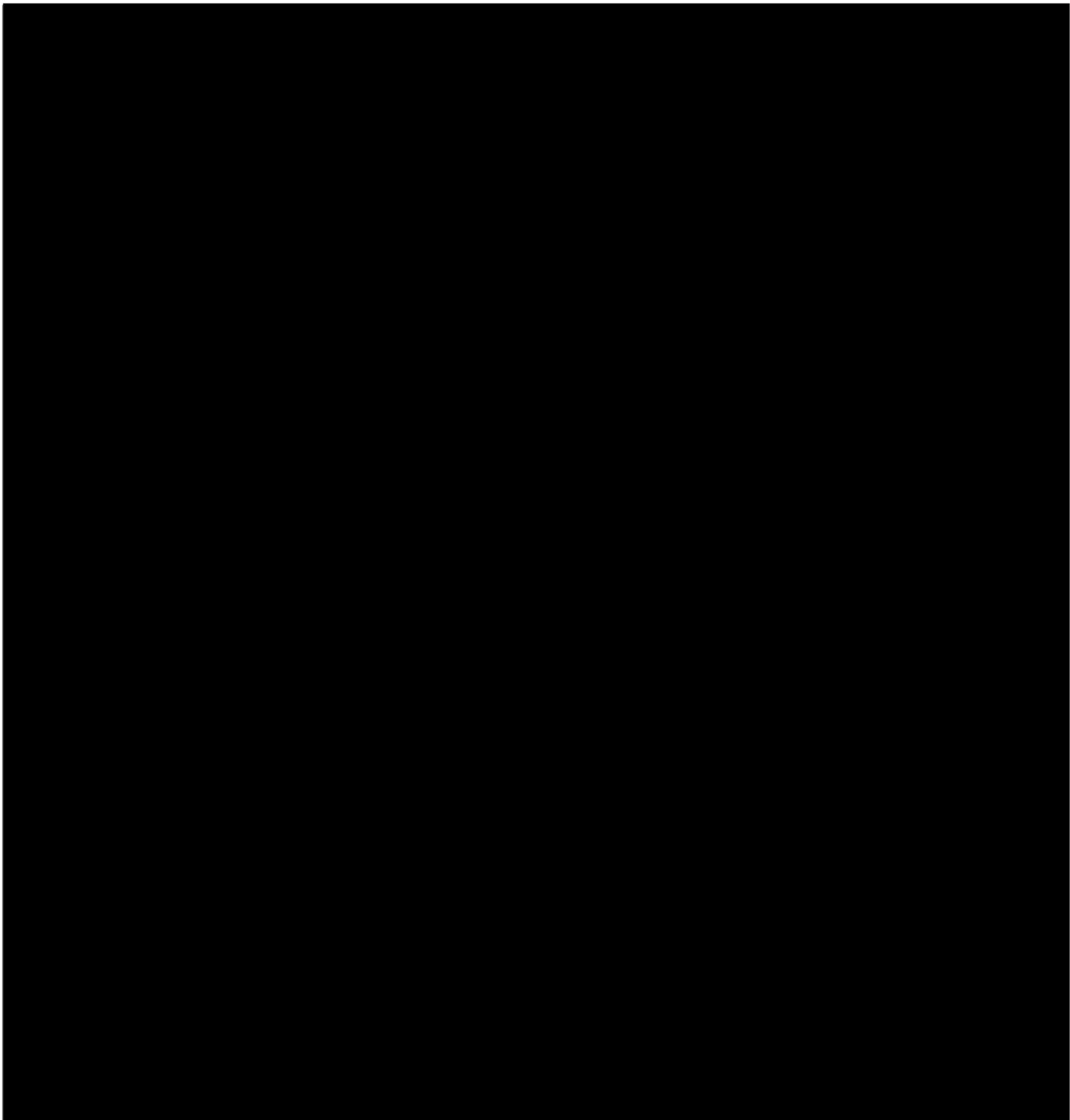


David D. Rice, P.E., S.E.



# Bunker, Joseph M., P.E.

Senior Associate



# **Exhibit F**

## **Scope of Work**

**Tri-State Tollway, Roadway Reconstruction, 75<sup>th</sup> Street (M.P. 22.3) to  
I-55 Ramps (M.P. 24.1)**

**Contract No. I-17-4297**

**Illinois State Toll Highway Authority**

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IV. Items to be furnished to the design section engineer	11
Project Schedule	12
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Attachment B: Designer Supplemental and Contingency Services	

## I. PROJECT DESCRIPTION

This project is to prepare Phase II engineering services for the preparation of contract plans and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between 75<sup>th</sup> Street (M.P. 22.3) and I-55 Ramps (M.P. 24.1).

The scope of proposed improvements includes roadway design, reconstructing / rehabilitation of bridges, retaining wall design, noise wall design, new drainage structures and modification of existing drainage system, erosion control for all construction zones, design of appropriate landscape and soil erosion/sedimentation control measures as necessary, pavement markings, delineators and signage, barrier warrant analysis and installation of guardrail, anchors and terminal, update roadway lighting, maintenance of traffic, protection and relocation of utilities, and other appurtenant and miscellaneous construction.

## II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-17-4297

The Design Section Engineer's (DSE) services under Contract I-17-4297 shall consist of Phase II engineering services for the above described project, together with the identification of potential utility conflicts as per the requirements of the Illinois Tollway Design Section Engineer Manual, as amended by the Illinois Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials, and construction requirements of the Illinois Tollway shall apply to all portions of the improvement under Illinois Tollway jurisdiction. The design criteria and policies, materials, and construction requirements of the Illinois Department of Transportation shall apply outside the Illinois Tollway jurisdiction area.

This contract may develop construction packages as follows:

1. Advance Noise and Retaining Walls (M.P. 22.3 to M.P. 24.1).
2. Mainline contracts from 75<sup>th</sup> Street to I-55 Ramp.
3. An additional construction contract.

### A. CONCEPT DESIGN VERIFICATION REQUIREMENTS

Master Plan and Advanced Engineering Studies (AES) has been performed by Illinois Tollway Contracts RR-14-4221, RR-14-4222, RR-14-4223 and RR-14-4224. The DSE will review and validate the advanced engineering studies design geometry within the project limits and provide concept design plans for necessary refinements which will include the recommended horizontal geometry and vertical profile in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway, and as otherwise noted below, which shall include, but not be limited to, the following:

The DSE will be responsible for reviewing the AES documents completed to date and providing concept (30%) design deliverables as further defined herein.

The DSE review of AES documents prepared to date shall include, but not necessarily be limited to, the following:

1. Project scope
2. Project budget. The DSE shall review and validate the AES cost estimate and provide an updated concept (30%) level cost estimate based on recommendations from the AES verification.
3. Project schedule. The DSE shall confirm or provide a recommended construction schedule for proposed construction contract package(s) within the contract limits. The DSE shall coordinate with the DCM to ensure that schedules are supported and can be accommodated within the overall Tri-State Tollway Master Corridor Schedule.
4. Project concept review including geometrics, right-of-way requirements, materials, maintenance of traffic, drainage, number of construction contracts, design criteria, cost benefit analysis, alternatives analysis, and all other appurtenant and miscellaneous items.
5. Design Criteria Review. The DSE shall review the current Illinois Tollway Design Criteria and evaluate the impact of updating the AES submittal prepared to date to be in conformance with the current design criteria.
6. Design Deviations prepared to date. The DSE shall coordinate with the DCM and adjacent Tri-State Tollway DSE sections to confirm whether or not deviations are still required.
7. Review of utility coordination and utility studies performed to date, perform a field review and submit Notice of Interference forms. The DSE is responsible for utility coordination in accordance with the Illinois Tollway DSE Manual.
8. Review of AES landscaping and soil erosion/sedimentation control measures design.
9. Review of AES environmental documents to confirm potential issues related to wetlands, waterways, biological, cultural, noise, air, hazardous/special waste, pedestrian/bike accommodations, land use, zoning, etc. Review of ESA investigations and recommendations performed by others.
10. Review coordination with IDOT, FAA, regulatory, utility companies and local agencies performed to date and confirm commitments and future required action including identification of agreements and municipal/county design issues.
11. Review of available survey information furnished by the DCM and confirmation of completeness or need for additional information. DSE responsibilities with regard to Field Survey services outlined in Section III.

#### B. CONCEPT SUBMITTAL REQUIREMENTS

The DSE review of the AES referenced above shall include preparation and submittal of a Concept Design Review Technical Memorandum which includes items identified in II. A. above and includes the following:

1. The DSE shall confirm and concur with the following or provide recommendations for proceeding during preliminary and final design:
  - a) Scope of Work.
  - b) Construction Contract Schedules.
  - c) Right of Way Requirements.
  - d) Construction Contract Packaging.
  - e) Advanced Engineering Studies Environmental Commitments.
2. Operating budget impact analysis (impact to Illinois Tollway Maintenance, Illinois Tollway Traffic Operations, Illinois Tollway Business Systems).

3. Identification of signing requirements and coordination of needs with the Illinois Tollway Sign Shop through the Design Corridor Manager (DCM).
4. Review of the AES design documents prepared to date including submittal of a technical memorandum detailing findings and providing recommendations for advancement to preliminary (60%) design.
5. A visual pavement condition survey of existing roadways within the limits of the proposed improvements.
6. Review and validate the Maintenance of Traffic AES Plan.
7. Update and submit right of way and utility requirements for each construction contract. The right of way requirements shall be submitted on plan drawings and shall include all permanent right of way and permanent and temporary easements the DSE deems as being required for construction of the proposed improvements. Identify ROW parcels to be acquired that affect utility relocations and establish priorities for acquisition.
8. Provide a construction contract packaging schematic and construction schedule for contracts for which the DSE is responsible.
9. Prepare Signing Strip Maps by construction contract which are applicable to interim phases of construction and operation of independent tollable segments of roadways.
10. The DSE will review drainage concepts as necessary and any updated concepts completed since that date. The DSE will confirm the nature of the required improvements, the intent of the proposed design and verify compliance with the established design criteria.
11. Review and validate Aesthetics recommendations.
12. The DSE will prepare exhibits and renderings as needed to assist with public outreach.

In addition, the DSE shall perform the following during this phase:

1. Coordination of any additional right of way requirements through the DCM. The DSE shall be responsible for ensuring that right of way acquisition activities are consistent with contract schedules.
2. Coordinate installation of the FOC duct package system with the Tollway's Fiber Optic Management Vendor.
3. Identify any additional required design deviations. When a design deviation is sought, the DSE will start a Request For Design Deviation to Criteria (F4000.05). If agreed upon the form will be completely filled out and signed by all parties listed for signature.
4. The DSE shall review utility coordination performed to date, verify potential conflicts for the project through concept design and complete Notification of Interference forms for all anticipated utility interferences.
5. The DCM will prepare a comprehensive inventory of agreements for the overall project including railroad agreements. The DCM will be responsible for securing railroad agreements with technical support from the DSE. The DSE will review and confirm the overall agreements inventory as identified by the DCM and support the DCM in securing other required agreements in conformance with the established schedule, including preparation of agreements identified in Table B not being prepared by the DCM.
6. The DCM will coordinate system-wide design implementation. The DSE will incorporate site specific design services provided by others as specified in the Illinois Tollway DSE Manual, amended by the Project-wide All Electronic Tolling and Intelligent Transportation Systems Design Criteria document, latest version.

7. Permitting requirements, potential utility conflicts, and required railroad, intergovernmental and utility agreements shall be identified.
8. The DSE will prepare Bridge Type Studies and Retaining Wall Type Studies during this phase of the work. Upon approval of these recommendations Type, Size, and Location Drawings for bridges, retaining walls, and culverts will be prepared. An updated proposed profile will be prepared by the DSE reflecting proposed refinements resulting from structural recommendations (TS&Ls) and through coordination with the adjacent DSEs are necessary.
9. Structural Geotechnical Reports (SGR) for proposed structures in accordance with the Illinois Tollway Geotechnical Manual, latest edition, as amended by the Illinois Tollway.
10. Concept Plan Legacy Comment Review. The DSE shall review unresolved comments received pertaining to the Concept Design Plans from involved agencies. Comments applicable to Contract I-17-4297 shall be compiled and presented in the technical memorandum.
11. Review of corridor roadway lighting design concept by I-17-4308 DSE.
12. Evaluation of Roadside obstacles in accordance with the Illinois Tollway Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Illinois Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.

C. PRELIMINARY AND FINAL DESIGN ENGINEERING

1. ROADWAY REQUIREMENTS

- a. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
- b. Identify utility impacts on construction, right-of-way, costs, and project schedule. Supplemental SUE services shall be performed by the I-17-4297 DSE.
- c. Identify and establish priority of right-of-way parcel acquisition needed for utility relocation and advance work needs within the project limits.
- d. Conduct supplementary survey as required.
- e. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules. The maintenance of traffic shall be submitted to agencies having jurisdiction over proposed roadways included in the plan for review prior to advancement of subsequent phases of design. The plan shall also be coordinated with adjacent design sections.

2. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

During this phase, the DSE shall perform designs and prepare contract plans and documents for implementation of the project improvements, to include, but not be limited to, the following:

- a. Design services for preparing contract plans, special provisions, and estimates for the Tri-State Tollway (I-294) Roadway Reconstruction between 75<sup>th</sup> Street to I-55 Ramps.



- b. Performing Bridge Type Studies for new bridges proposed to be constructed. The use of Accelerated Bridge Construction (ABC) techniques will be considered as part of the studies.
- c. Perform Type, Size, and Location (TS&L) drawings for new bridge and retaining wall construction.
- d. Performing Wall Type Studies for new retaining wall design construction.
- e. Perform design services for noise walls.
- f. Performing analyses for new drainage structure installation and modification of the existing drainage system.
- g. Provide design of sediment and erosion control for all construction zones.
- h. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Illinois Tollway Environmental Studies manual, latest version.
- i. Design services for preparing contract plans and special provisions for installation of pavement markings, delineators, and signage for the contract limits.
- j. Provide barrier warrant analyses for all necessary locations and installation of guardrail, anchors, and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
- k. ITS/Fiber/AET Scope. The scope anticipated to be included as part of the construction contract(s) to be limited to the installation of IPDC foundations, ITS Gantry and DMS foundations, and the underground backbone duct package along the roadway corridor which will contain power and fiber optic cable installed under separate contract(s). ITS device design shall be performed under separate contracts. The I-17-4297 DSE will be required to coordinate with the DCM and I-17-4307 DSE for Advance ITS and Fiber Relocation to ensure operational and communication requirements are fulfilled for each stage of MOT. The I-17-4297 DSE shall be required to coordinate with the DCM and I-17-4308 DSE to ensure that final ITS device design is in conformance with the corridor requirements, and all assets are properly transferred between contracts.
- l. Electrical design services for updating existing roadway and underpass lighting and installing new roadway and underpass lighting as required by the Illinois Tollway Lighting Standards, design criteria, and corridor roadway lighting master plan. Coordinate with the DCM and I-17-4308 DSE for the corridor roadway lighting master plan. The I-17-4297 DSE will design temporary lighting, provide for the maintenance of existing/temporary lighting, and will determine the actual locations of, and prepare contract plans, special provisions, and estimates for the temporary and final roadway and underpass lighting.
- m. Perform detailed design for all overhead, cantilever, and ground mounted sign structures within the contract limits.
- n. Provide maintenance of traffic plans including those for impacts to local facilities.
- o. Utility coordination for protection and / or relocation of utilities.
- p. Provide assistance to and backup materials for the preparation of all required permits by the DCM.
- q. Perform geotechnical studies.
- r. Prepare all required permits.
- s. Perform INVEST planning and design evaluations.
- t. Perform environmental studies. Advanced Engineering Studies Environmental Site Assessments (ESAs) were prepared by others. These shall be reviewed for content and Phase II Environmental Site Assessments

are to be prepared including environmental borings and analysis. The DSE will further prepare all designs required for remediation recommendations resulting from the ESA and Remedial Action Plan (RAP).

- u. Coordination with the Illinois Tollway and DCM with regard to environmental issues including, but not limited to USACE, IEPA, NPDES, and IDNR-OWR. The following tasks have been or will be completed and will be provided to the DSE: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, tree transect survey, Special Waste Assessment, and Traffic Noise Analysis. The DSE will be responsible for performing detailed tree classification surveys. The DCM will prepare a comprehensive inventory of required permits for the overall Tri-State Tollway (I-294) project, secure select permits and approvals (including FAA approval and corridor-wide 404/401 permits), and support coordination of other required permits to be secured by the DSE. See Table B for information regarding permitting responsibilities. Required permit submittals for the project include, but are not limited to: approval from Federal Aviation Administration; permits from the U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, U.S. Fish and Wildlife, Metropolitan Water Reclamation District, IDOT, Local Agencies, Local Soil and Water Conservation Districts, Local Forest Preserve Districts, Railroads, etc. The DSE will review and confirm the overall permits inventory as identified by the DCM. The DSE will support the DCM in securing other required construction permits in conformance with the established schedule, including preparation of permits not being prepared by the DCM. The DSE will be required to furnish plans, calculations, etc. as required for permit submittals. The DSE shall coordinate permit requirements with the DCM throughout the design phase. The DSE shall be responsible for ensuring that permit submittals and approvals are consistent with contract schedules.
- v. All other appurtenant and miscellaneous items. The following structures are included in this project:
  - Bridges 193/194: Wolf Road: Two mainline structures
  - Bridges 195/196: Joliet Road: Two mainline structures
  - Bridges 243/244 Flagg Creek: Two mainline structures
- w. All other appurtenant and miscellaneous items.
- x. Following submittal of the Preliminary design plans, the Designer will participate in a Value Management Study. The VMS will be conducted by the DCM following preliminary submittal. The Designer will prepare exhibits, have key staff participate in the VMS, review the VMS finding, prepare responses and dispositions for all findings, and implement into their design any recommended findings which are accepted by the Tollway.
- y. The DSE will include a review of the following contracts prepared by others to confirm that the design is compatible with that of the I-17-4297 design section:
  - i. Tri-State Tollway Roadway Reconstruction Contract I-17-4298.
  - ii. Tri-State Tollway Roadway Reconstruction Contract I-17-4305.
  - iii. Tri-State Tollway Roadway Reconstruction Contract RR-14-4221.

### 3. FINAL DESIGN SERVICES AND SUBMITTALS REQUIRED

Preparation of preliminary, pre-final, and final contract documents, special provisions, design and quantity calculations, and construction schedule to be reviewed by the Illinois Tollway.

- a. The DSE must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the Illinois Tollway CADD STANDARDS Manual.
- b. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSE's and the DCM as often as required to ensure the final contract documents of all contracts relating to the limits are coordinated.
- c. The DSE shall be responsible for coordinating designs with the DCM and the Illinois Tollway User Departments, including but not limited to, Toll Services, Traffic Operations, and Maintenance and Business Systems.
- d. Maintenance of traffic and construction staging.
- e. The DSE will be responsible for preparing and coordinating construction cost estimates with the DCM and the Illinois Tollway in accordance with the Illinois Tollway DSE Manual. The DSE is responsible for tracking the scope and cost estimate for construction contracts and coordinating changes with the DCM and the Illinois Tollway throughout the design phase. Final construction cost estimates will be developed by the DSE.
- f. If required, preparation of plats of acquisition and associated legal descriptions.
- g. All other submittals as required in the Illinois Tollway DSE Manual.
- h. The DSE shall utilize the new Illinois Tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
- i. Coordinate with the Illinois Tollway Project Manager and DCM on sending individual letters to municipal, township, county, and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under the Illinois Tollway consideration and comment on community issues of concern or support.
- j. Coordinate with the Illinois Tollway Project Manager, the DCM, and the Illinois Tollway Planning Division on meeting with individual property owners, neighborhood groups, and their local officials as required to address their questions or concerns regarding indirect project impacts.
- k. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.
- l. The DSE is responsible for submittal of documents required during contract advertisement and as required for contract addenda in accordance with the Illinois Tollway DSE Manual. The DSE shall coordinate with the DCM and Illinois Tollway as necessary.
- m. Provide required information to support the Illinois Tollway's coordination activities with the Tri-State Tollway (I-294) Local Advisory Committee.

#### D. STRUCTURAL CONSTRUCTION

1. Perform cursory inspection of structures that are to be rehabilitated to provide repair recommendation verification to supplement the Bridge Condition Report.
2. The DSE will prepare Bridge Type Studies for new bridges proposed to be constructed.

3. The DSE will prepare Wall Type Studies for new retaining walls proposed to be constructed.
4. The DSE will prepare Type, Size, and Location plans for proposed bridges (see Table A), retaining walls, and culverts as required within the project limits.
5. The DSE will prepare contract plans and specifications for proposed bridges (see Table A), retaining walls, and culverts as required within the project limits.
6. The DSE will prepare contract plans, special provisions and estimates for IPDC foundations and ITS Gantry and DMS Foundations within the project limits.

E. DRAINAGE

1. The existing drainage facilities as represented in the concept plans and available Tri-State Tollway (I-294) as-built plans will be reviewed by the DSE to determine level of completeness and to identify potential additional drainage survey requirements. The DSE shall inspect existing storm drainage pipes to remain for condition assessment.
2. Drainage calculations including culvert and storm sewer sizing will be provided by the DSE.
3. Analysis of alternatives for the proposed drainage system will be required by the DSE. Anticipated alternatives include the staging of the proposed drainage improvements, detention alternatives, and best management practices as applicable. The prior drainage calculation reports from the concept plans and Tri-State Tollway (I-294) reconstruction will be provided for starting background.
4. The proposed right-of-way and easement requirements will be evaluated to accommodate the proposed drainage design.

F. ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts. Precautions should be taken to limit wetland impacts to those presented in the Section 404 permit application submitted by the DCM and which was the basis for the USACE Section 404/IEPA Section 401 certification authorizations issued for the Tri-State Tollway (I-294) project. The DSE shall coordinate immediately with the DCM if design changes result in an increase in impacts as coordination with regulatory resource agencies would be required.
2. Completion of Part II Environmental Studies Inventory Sheet (ESIS). Part I was evaluated during the Master Plan Phase. Therefore only Part II shall be submitted with preliminary plans.
3. Evaluate and develop sediment and erosion control plans/measures if necessary.
4. Preparation of plans as required for USACE review of resource impacts and shall include appropriate details including grading plans, soil erosion and sediment control plans, Best Management Practices plans, existing and proposed drainage plans, and wetland/waters mitigation plans.
5. Prepare Phase II ESA in accordance with the Illinois Tollway Environmental Studies Manual, latest version, and ASTM E1903 Standard Practice for Environmental Site Assessments, Phase II as applicable. Prepare a Remedial Action Plan in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs. Prepare a Remedial Action Plan (RAP) in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs.

#### G. MAINTENANCE OF TRAFFIC

The DSE shall prepare Maintenance of Traffic deliverables in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway. The maintenance of traffic plans and studies shall provide for protection and maintenance of Illinois Tollway and crossroad traffic, and maintenance of toll operations during construction. The DCM shall coordinate traffic staging and maintenance of traffic for the corridor with the individual DSEs for the project. The coordination shall include ensuring that regional impacts are minimized and to ensure that traffic is maintained during construction. Contract completion dates shall be coordinated between design contracts. The existing number of traffic lanes shall be maintained on the mainline in each direction on the Tri-State Tollway (I-294) from 75<sup>th</sup> Street (M.P. 22.3) to I-55 Ramps (M.P. 24.1) during peak hours. Estimated peak hours shall be based on the latest Illinois Tollway Lane Closure Guide, with all proposed allowable lane closure hours to be approved by the Illinois Tollway Incident Manager.

#### H. UTILITIES

1. The DSE shall coordinate with utility companies and with the DCM throughout the design phase. The DSE shall be responsible for ensuring that utility relocation activities are consistent with contract schedules.
2. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
3. Verify location of existing communications cables and utilities with respect to the proposed improvements.
4. All utilities coordination shall be performed in accordance with the Illinois Tollway DSE Manual, specifically with requirements of Subsection 4.5.18 and Section 6.

#### I. GEOTECHNICAL

1. For the bridges, retaining walls, noise walls, culverts, sign structure, IPDC, ITS Gantry and lighting foundations, the DSE will select proposed boring locations for approval by the Illinois Tollway. The DSE shall review the borings obtained in Advanced Engineering Studies. The DSE will provide a boring map to the DCM. If required, the DSE will be responsible for providing information to the DCM as required for obtaining right of entry and permits to perform any subsurface exploration.
2. The DSE will provide subsurface exploration, utility checks, laboratory testing, and a Soil survey report. If required, pavement corings will be taken at locations selected by the DSE to gather information for the pavement design. The pavement design for local system roadways will be provided by the agency having jurisdiction of the roadways and the Illinois Tollway will determine mainline and ramp pavement section designs for toll roadway pavements. The DCM will provide applicable agencies and the Illinois Tollway with information necessary for designing pavement sections.
3. The DSE will prepare Structural Geotechnical Reports (SGR) that summarizes the exploration and studies described above. The SGR will follow the Illinois Tollway SGR procedure. The SGR contains geotechnical recommendations

related to bridge foundations, retaining wall foundations, slope walls, side slopes, pavement, sign structure, ITS Gantry, lighting foundations, and traffic signal foundations.

### III. DESIGN SECTION ENGINEER'S (DSE's) SERVICES

#### A. EXECUTION OF ENGINEERING SERVICES

1. The DSE shall furnish services in accordance with the articles contained in the Illinois Tollway DSE Manual and all applicable Illinois Tollway Criteria, Manuals, and Bulletins.

#### B. FIELD SURVEY

1. The DCM will provide available survey information to the DSE. The DCM will establish a centerline and benchmarks for subsequent use by the DSE for the Tri-State Tollway (I-294) from 75<sup>th</sup> Street (M.P. 22.3) to I-55 Ramps (M.P. 24.1). The DSE will review the survey information and coordinate discrepancies with the DCM. Additional benchmarks will be provided by the DSE as necessary.
2. The DSE shall perform all additional survey work necessary for the design of the project in accordance with the appropriate sections of the Illinois Tollway DSE Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
3. Maximum use shall be made of the Illinois Tollway's record drawings and Advanced Engineering Studies documents; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
4. The DSE shall obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
5. The DSE shall utilize the Illinois Tollway's record drawings and verify features in the field and utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
6. All coordination with Agencies, including but not limited to the U.S Army Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway and DCM. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.
7. All coordination with railroads shall be conducted through the DCM and per the Illinois Tollway DSE Manual.

#### C. PLATS AND LEGALS

1. This contract is anticipated to require up to twenty-two separate property acquisitions. DSE to prepare plat and legal description documents associated with each Plat of Acquisition (POA) as well as coordinate and provide assistance to the Tollway Land Acquisition Unit as needed to complete each required acquisition. Documents shall be prepared in a timely manner so to not impede the Tollway property acquisition schedule.

### IV. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

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

1. Items identified in Section II.
2. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Illinois Tollway's website at [www.illinoisvirtualltollway.com](http://www.illinoisvirtualltollway.com).
3. Available inspection reports from current jurisdictional agencies for facilities within the project limits.
4. The Illinois Tollway's biennial structural inspection report of the bridges within the project limits.
5. Digital Ortho-Imagery, contours, horizontal and vertical survey control, and center line of the project limits.
6. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Design Manual can be obtained from the Illinois Tollway's website at [www.illinoistollway.com](http://www.illinoistollway.com).
7. Copy of Illinois Tollway Railroad and Utility agreements (as required).
8. Copy of Bridge Condition Reports (as required).
9. Maintenance Section Reports.
10. General Engineering Consultant's OMS Task Log.

**PROJECT SCHEDULE**  
**Contract No. I-17-4297**  
**Tri-State Tollway Roadway Reconstruction 75<sup>th</sup> Street (M.P. 22.3) to**  
**I-55 Ramps (M.P. 24.1)**

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SCHEDULE

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1.	Scoping Meeting	7/26/2017
2.	Design Scope Submittal	8/11/2017
3.	Design Scope Approval	9/6/2017
4.	Notice to Proceed	11/9/2017
5.	Project Kick-Off Meeting	11/13/2017
6.	Concept Submittal	4/2018
7.	Preliminary Submittal	11/2018
8.	Pre-final Submittal	5/2019
9.	Final Submittal	TBD
10.	Advertise	TBD
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	TBD

Design for this project is scheduled to begin in 2017. Construction of this project is not scheduled. Listed dates are subject to change and correspond to the advertisement date and construction start dates for the earliest roadway contract. The intent of is to advance the design to enable the Illinois Tollway to proceed to construction in advance of the above listed dates if possible and practical in coordination with the DCM and overall Tri-State Tollway Master Corridor Schedule and program priorities.



**TABLE A:  
BRIDGES LOCATED WITHIN THE PROJECT LIMITS**

**Contract No. I-17-4297  
Tri-State Tollway (I-294) Roadway Reconstruction 75<sup>th</sup> Street (M.P. 22.3) to I-55 Ramps (M.P. 24.1)**

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge <sup>1</sup>	Maintenance**
193/194	NB/SB	23.34	Wolf Road: two mainline structure	O		A
195/196	NB/SB	23.56	Joliet Road: two mainline structures	O		A
243/244	NB/SB	23.77	Flag Creek: two mainline structures	O		A

\*\* A Type – Illinois Tollway has complete maintenance responsibility.

\*\* B Type – Illinois Tollway has partial maintenance responsibility.

\*\* C Type – Illinois Tollway has complete or partial maintenance responsibility.

<sup>1</sup> Bridge type and span arrangements subject to confirmation by the DSE through Type, Size, and Location studies.

**TABLE B:  
TRI-STATE TOLLWAY (I-294) PERMITTING AND  
AGREEMENTS RESPONSIBILITY MATRIX**

Element	Responsibility		
	DCM	DSE	Others
Permits			
Overall Permitting	Management of the overall permitting delivery and schedule. The DCM will be the central point of contact with all agency permit coordination.	Identification of permitting requirements for individual construction contracts; permitting support/preparation as defined below. Direct agency coordination will be determined by the DCM.	
404	Wetland delineation, Permit application; additional information requests; permit terms/conditions; permit acquisition.	Permit compliance within PS&E; detailed plan review; reconciliation of comments in 95% plans.	Construction enforcement by Tollway CM.
401	Permit application; additional information requests; permit terms/conditions; permit acquisition.	Permit compliance within PS&E; detailed plan review; reconciliation of comments in 95% plans.	Construction enforcement by Tollway CM.
Soil Water Conservation Districts (North Cook and Kane/DuPage SWCD's)	Agreement preparation assistance.	Permit compliance; 95% plan review of SESC plan with SWCD's.	Agreement preparation; enforcement/weekly inspections by SWCDs in coordination with Tollway CM.
Floodway Construction Permits	Preliminary stream hydrology/model data.	Validation/verification of stream hydrology for inclusion; permit application; additional information requests; permit terms and conditions; permit acquisition.	Construction enforcement by Tollway CM.
FAA 7460 Review's	Preparation/processing of 7460 review packages for construction impacting O'Hare/Schaumburg airspace; assist with identification of critical locations.	Preparation of plan sheets identifying critical locations affecting airspace; identification of construction means/methods, equipment usage, and construction duration in critical areas.	Construction enforcement by Tollway CM.
DuPage County Stormwater Management Plan Review	Design coordination and oversight.	Design coordination.	
Federal, State and Local Agency Construction Permits	Design coordination and oversight.	Permit application for each construction contract; additional information requests; permit terms and conditions; permit acquisition.	
MWRD - plan review and approval	Early coordination and development of conceptual engineering for affected facilities. Oversight of permit acquisition from the MWRD. Engineering details associated with the permit for the Touhy Basin will be the responsibility of the DSE.	Finalize engineering approach and details pertaining to impacts of MWRD facilities at the Touhy Flood Control Reservoirs. Prepare permit application content.	

Element	Responsibility		
	DCM	DSE	Others
Permits			
Wetland Mitigation Permit (Off-Site Mitigation Site) – IDNR Interagency Policy Act/404 permit (USACE)	Coordination, pre-application meeting, Permit application; develop engineering content, additional information requests; permit terms/conditions; permit acquisition.		
402 Permit (NPDES Construction Permits)	Oversight of Design and preparation of SWPPP (S.P. 111.2) and review and coordination of Notice of Intent (NOI) submittals to the Tollway.	Preparation of SWPPP (S.P. 111.2) and NOI.	Preparation of Incidence of Noncompliance (ION) and Notice of Termination (NOT) by CM
IEPA Air Quality Permits (Mix Plants and Fuel Storage)	Permit application; additional information requests; permit terms and conditions; permit acquisition.		
IEPA Watermain Relocation Construction Permit	Design coordination and oversight.	Permit application; additional information requests; permit terms/conditions; permit acquisition.	
IEPA Notification of Special Waste	Phase II (ESA) Investigation report review.	Preparation of Phase II (ESA) report. Documentation of field investigations and known information related to the nature/extent of special waste to be managed during construction in PS&E.	Discovery/removal of UST's will require IEPA notification; preparation of notifications and manifests of material disposal by Tollway contractor. If UST is to be removed from a known location, removal should be specified in the construction and CM contracts, along with all noted submittal requirements (20, 45 day & completion report). If discovered in the field at an unknown location, contractor should remove and DCM should complete all required reporting.
IEPA Notification of Asbestos/Lead Paint	Design coordination and oversight.	For building demolition contracts, investigation of asbestos and lead paint; preparation of IEPA notification. CMs should have disposal and documentation oversight.	
ICC	Permit application; additional information requests; permit terms/conditions; permit acquisition.	Supporting engineering detail for permit application.	
Agreements			
Railroad Agreements	Preparation/negotiation/securing umbrella agreements; support during negotiation of sub-agreements.	Engineering detail required to support sub-agreements; preparation of draft sub-agreements; assistance with sub-agreement reviews.	Right of Entry Permits by Contractor; Railroad Flagging Costs by Contractor. Tollway CM to provide oversight and tracking.

Other Agreements (Utilities, Federal, State, Municipalities, Counties)	Management of the overall agreements schedule; utility reimbursements for ICP Project A only via DCM contract	Design support; utility reimbursements.	Preparation/negotiation/securing agreements.
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CONFIDENTIAL

## Attachment A

### Web-Based Program Management System

The Illinois Tollway has a Web-Based Program Management System (WBPM System) that will be utilized by project participants on the Illinois Tollway CRP projects. The WBPM 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, and 24/7 access to project information over the Internet via a computer and an Internet browser.

The consultant must establish broadband Internet connectivity in order to effectively utilize the WBPM 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 WBPM 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 sub consultants & suppliers, and the WBPM system. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the WBPM system. In certain cases where "wet signatures" and/or stamps are required by the Illinois Tollway, document transmittals must be made simultaneously via the WBPM system for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Illinois Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the WBPM system for record.

All consultant, sub consultant, and supplier employees who will use WBPM system must complete the training provided by the Illinois Tollway prior to receiving access to the WBPM 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 WBPM system.

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

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

# **Exhibit F Supplement**

## **Scope of Services**

**Strand Associates, Inc.  
(Design Section Engineer, DSE)**

**Tri-State Tollway, Roadway Reconstruction,  
75th Street (M.P. 22.3) to I-55 Ramps (M.P. 24.1)**

Contract No. I-17-4297

**Illinois State Toll Highway Authority (TOLLWAY)**

September 8, 2017



## **SUPPLEMENTAL EXHIBIT F**

This Exhibit F Supplement, along with each of the SUBCONSULTANT's "Attachment A-Exhibit F Supplement" provides further information regarding the DESIGN SECTION ENGINEER's (DSE's) scope of services as defined in the attached TOLLWAY's Exhibit F.

### **PROJECT DESCRIPTION**

This project, referred to as "PROJECT", is to provide Phase II engineering services for the preparation of contract drawings and specifications and project related permits for the proposed improvements for the reconstruction of the Tri-State Tollway (I-294) between 75th Street (M.P. 22.3) and I-55 Ramps (M.P. 24.1).

The scope of the proposed construction improvement includes: 1.8 miles of widened and reconstructed mainline roadway and seven ramps to the TOLLWAY's jurisdiction limit; bridge widening and rehabilitation / replacement; retaining walls; noise walls; new drainage structures and modification of existing drainage system; erosion control for construction zones; landscaping and soil erosion / sedimentation control measures; pavement markings, delineators and signage; new barrier, anchors and terminals; roadway lighting; relocation of utilities; and other appurtenant and miscellaneous construction.

It is anticipated the DSE will prepare drawings, specifications, and an opinion of probable construction costs for only three construction contracts as follows:

- A. Advance Noise and Retaining Walls.
- B. Two separate mainline contracts from 75<sup>th</sup> Street to I-55 Ramps. Anticipate for scoping purposes the two contracts will split mainline into northbound and southbound contracts.

If any more than three construction contracts are deemed necessary, a supplement will be required.

Services provided and deliverables will be in accordance with the applicable TOLLWAY's Manuals, Guidelines, Standard Drawings, and Specifications; other applicable industry standards and guidelines; and the specific requirements detailed in the TOLLWAY's Exhibit F.

### **PROJECT TEAM**

The DSE consists of Strand Associates, Inc. (SAI), as the prime consultant, and the following subconsultants: AMES Engineering, Inc. (AMES); American Surveying & Engineering, P.C. (ASE); Claassen White & Associates, P.C. (CWA); Eskanazi, Farrell Associates, LLC (EFA); EFK Moen, LLC (EFKM); Rubino Engineering, Inc. (Rubino); SE3, LLC (SE3); Stantec Consulting Services Inc. (Stantec); Wang Engineering, Inc. (Wang); and Wynndalco Enterprises, LLC (WE). Each subconsultant shall be referred to individually as SUBCONSULTANT.

## I. GENERAL TASKS

The DSE will perform the following general project and administrative tasks for the duration of the PROJECT.

### A. Administration

1. Perform general administration.
2. Communicate with DSE, Design Corridor Manager (DCM) and TOLLWAY.
3. Communicate with adjacent DSE's.
4. Participate in Corridor-wide communication.
5. Obtain, exchange, and review PROJECT related data.
6. Develop and submit monthly invoices and progress reports. Submit invoices to TOLLWAY.
7. Prepare report on DSE schedule and services complete at approximately 50 percent design.
8. Maintain PROJECT documentation and status reports on E-Builder.

*Team members participating in these tasks include: SAI, AMES, ASE, CWA, EFA, EFKM, Rubino, SE3, Stantec, Wang, and WE.*

### B. ProjectWise and SharePoint

1. Perform initial ProjectWise and SharePoint set-up.
2. Maintain access for duration of PROJECT.

*Team members participating in these tasks include: SAI.*

### C. Partnering For Growth

1. Participate in on-going communication and meetings between SAI, Rubino, and Wang.
2. Prepare Partnering For Growth documentation.
3. Review Partnering For Growth documentation.
4. Meet with TOLLWAY to discuss Partnering For Growth.

*Refer to Wang's & Rubino's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: SAI, Rubino, and Wang.*

### D. Quality Assurance / Quality Control (QA/QC)

1. Develop and submit a Consultant Quality Plan (CQP) to the TOLLWAY.
2. Gather CQP's from each SUBCONSULTANT
3. Execute internal QA/QC plan as defined in DSE's CQP. Develop appropriate documentation.
4. Perform periodic quality assurance audits as defined in DSE's CQP.
5. Perform periodic review of SUBCONSULTANT'S CQP by SAI.

*Team members participating in these tasks include: SAI, AMES, ASE, CWA, EFA, EFKM, Rubino, SE3, Stantec, Wang, and WE.*

## II. MASTER PLAN REPORT EVALUATION

The TOLLWAY has indicated that the Master Plan Report has been completed by OTHERS and will be provided. Furthermore, an Advanced Engineering Study (AES) that meets the requirements of a Concept Design Report, as set forth in the TOLLWAY's DSE Manual (except for Type, Size, and Location Drawings and Structure Geotechnical Reports for structures) and includes the Master Plan Report has been completed by OTHERS and will be provided. As the AES includes portions of the Concept Design Report, it will be evaluated as described in Section IV, AES Review and Concept Design Report Finalization.

## III. FIELD ACTIVITIES

The DSE will perform additional survey, visual observation of structures, pavement evaluation, tree survey, and other tasks described herein.

A. Supplemental Survey – The DSE will communicate necessary supplemental survey and perform the following survey tasks.

1. Review control, alignment and ties.
2. Perform supplemental roadway survey.
3. Perform supplemental hydraulic survey – Flagg Creek.
4. Perform existing drainage structure survey.
5. Perform bridge clearance survey.
6. Perform barrier warrant survey.
7. Perform utility survey of horizontal utility locations marked in the field by Joint Utility Locating Information for Excavators (JULIE) or those readily visible.

*Refer to CWA's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: CWA and SAI.*

B. Visual Observation of Structures – Perform the following observations:

1. Bridge observation, Bridge Numbers 193/194, I-294 over Wolf Road.
2. Bridge observation, Bridge Numbers 195/196, I-294 over Joliet Road.
3. Bridge observation, Bridge Numbers 243/244, I-294 over Flagg Creek.
4. Retaining wall observation, wall to remain, TS22.45R, SB

*Refer to EFKM and Stantec's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: EFKM, Stantec, and SAI.*

C. Visual Pavement Condition Survey

1. Provide visual pavement condition survey to review existing pavement for maintenance of traffic operations.
2. Provide a second visual pavement condition survey prior to construction to review existing pavement conditions.

*Refer to SE3's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: SE3 and SAI.*

- D. Field Review – Conduct field review to observe PROJECT existing site conditions.

*Team members participating in this task include: SAI, AMES, ASE, CWA, EFA, EFKM, SE3, Stantec, and WE.*

- E. Subsurface Utility Locates – Perform Supplemental Subsurface Utility Locates.

*Refer to ASE's Exhibit F Supplement for additional details.*

*Team members participating in this task include: ASE and SAI.*

- F. Pole Asset Inventory – Perform a Pole Asset Inventory for utility poles.

*Refer to ASE's Exhibit F Supplement for additional details.*

*Team members participating in this task include: ASE and SAI.*

- G. Geotechnical Drilling, Sampling, and Coring –

*Refer to Wang's & Rubino's Exhibit F Supplement for additional details.*

*Team members participating in this task include: Rubino, Wang, and SAI.*

- H. Tree Survey – Perform a tree survey to identify existing trees including species, trunk diameter, condition, and base locations with elevations.

*Team members participating in this task include: CWA and SAI.*

- I. Boundary and Land Survey – Perform boundary and land survey for twenty-two parcels.

*Refer to CWA's Exhibit F Supplement for additional details.*

*Team members participating in this task include: CWA and SAI.*

Storm sewer televising is not included and will be performed by OTHERS under a separate contract.

#### IV. AES REVIEW AND CONCEPT DESIGN REPORT FINALIZATION

A. AES Review – The DSE will review the RR-14-4223 AES, applicable sections of RR-14-4222 and RR-14-4224 AES's, and other applicable Phase I Engineering references as provided by the DCM. A Concept Design Review Technical Memorandum and other deliverables described herein will be prepared as part of the remaining tasks under Section IV.

B. Roadway – The DSE will review the following roadway elements:

1. Typical sections.
2. Horizontal geometry.
3. Vertical geometry.
4. Right-of-Way.

*Team members participating in these tasks include: SAI, CWA, EFA, EFKM, SE3, Stantec, and WE.*

C. Drainage

*Refer to Stantec's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: Stantec and SAI.*

D. Maintenance of Traffic (MOT)

*Refer to EFKM's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: EFKM and SAI.*

E. Pavement Marking & Signage

*Refer to AMES and EFKM's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: AMES, EFKM, and SAI.*

F. Barrier Warrant Analyses

*Refer to SE3's Exhibit F Supplement for additional details.*

*Team members participating in this task include: SE3 and SAI.*

G. Landscaping and Erosion Control

*Refer to Stantec's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: Stantec and SAI.*

H. Roadway Lighting

*Refer to AMES's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: AMES and SAI.*

I. Intelligent Transportation Systems (ITS)

*Team members participating in these tasks include: SAI.*

J. Structural: Bridges & Culverts – The DSE will review and / or prepare the following:

1. Bridge Condition Report Review Technical Memorandum, 193/194 Wolf Road (*Refer to Stantec's Exhibit F Supplement for additional details.*)
2. Bridge Condition Report Review Technical Memorandum, 195/196 Joliet Road (*Refer to Stantec's Exhibit F Supplement for additional details.*)
3. Bridge Condition Report Review Technical Memorandum, 243/244 Flagg Creek.
4. Hydraulic Report review and update as necessary for revised conditions, 243/244 Flagg Creek (*Refer to Stantec's Exhibit F Supplement for additional details.*)
5. Accelerated Bridge Construction evaluation, 193/194 Wolf Road (*Refer to Stantec's Exhibit F Supplement for additional details.*)
6. Accelerated Bridge Construction evaluation, 195/196 Joliet road (*Refer to Stantec's Exhibit F Supplement for additional details.*)
7. Accelerated Bridge Construction evaluation, 243/244 Flagg creek
8. Bridge Type Study, 243/244 Flagg Creek
9. TS&L drawing, 193/194 Wolf Road (*Refer to Stantec's Exhibit F Supplement for additional details.*)
10. TS&L drawing, 195/196 Joliet Road (*Refer to Stantec's Exhibit F Supplement for additional details.*)
11. TS&L drawing, 243/244 Flagg Creek

*Team members participating in these tasks include: SAI, Stantec, and EFKM.*

K. Structural: Retaining Walls – The DSE will review and / or prepare the following:

1. Retaining Wall vs. Right-of-Way Evaluation.
2. Performance based specification for retaining walls versus detailed design by the DSE.
3. Design criteria for earthwork.
4. Wall Condition Report, TS22.45R, SB (*Refer to EFKM's Exhibit F Supplement for additional details.*)
5. Wall Type Study, PR.TS23.55R, NB, SAI to perform.
6. Wall Type Study, PR.TS23.35R, SB (*Refer to WE's Exhibit F Supplement for additional details.*)
7. Wall Type Study, PR.TS23.60R, SB (*Refer to WE's Exhibit F Supplement for additional details.*)
8. Wall Type Study, PR.TS23.75R, SB, SAI to perform.

9. TS&L drawing, PR.TS23.55R, NB, SAI to perform.
10. TS&L drawing, PR.TS23.35R, SB (*Refer to WE's Exhibit F Supplement for additional details*).
11. TS&L drawing, PR.TS23.60R, SB (*Refer to WE's Exhibit F Supplement for additional details*).
12. TS&L drawing, PR.TS23.75R, SB, SAI to perform.

*Team members participating in these tasks include: SAI, EFKM, and WE.*

- L. Noise Walls – The DSE will review and / or prepare the following:

1. Northbound Noise Walls: TS22.55N, TS22.90N, TS23.35N.
2. Southbound Noise Walls: TS22.60N, TS22.95N, TS23.70N R, TS23.75N R, TS23.80N R, TS23.90N R, TS24.10N.

*Refer to EFA's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: EFA and SAI.*

- M. Geotechnical: Structural – The DSE will prepare the following reports and / or letters for the missing sections of the Concept Design Report:

1. Structure Geotechnical Report, bridge 193/194 Wolf Road.
2. Structure Geotechnical Report, bridge 195/196 Joliet Road.
3. Structure Geotechnical Report, bridge 243/244 Flagg Creek.
4. Structure Geotechnical Report, retaining wall, PR.TS23.55R, NB.
5. Structure Geotechnical Report, retaining wall, PR.TS23.35R, SB.
6. Structure Geotechnical Report, retaining wall, PR.TS23.60R, SB.
7. Structure Geotechnical Report, retaining wall, PR.TS23.75R, SB.
8. Geotechnical Letter Report for noise walls, sign structures, lighting foundations.

*Refer to Wang's and Rubino's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: Rubino, Wang, and SAI.*

- N. Geotechnical: Roadway – The DSE will prepare the following reports and / or letters for the missing sections of the Concept Design Report:

1. Roadway Geotechnical Report.
2. Geotechnical Letter Report for Clean Construction or Demolition Debris (CCDD) and other environmental sites.

*Refer to Wang's and Rubino's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: Rubino, Wang, and SAI.*

- O. Three-Dimensional (3-D) Computer Aided Drafting and Design (CADD) Modeling

1. Review existing data and initiate 3-D CADD models for use in drawing development.
2. Provide 3-D CADD models representative of critical cross sections.
3. Consolidate existing survey data and pick-up survey data.

*Team members participating in these tasks include: SAI, ASE, Stantec, and SE3.*

P. Utility and Agency Communication

*Refer to ASE's and SE3's Exhibit F Supplement for additional details.*

*Team members participating in this task include: ASE, SE3 and SAI.*

Q. Sustainability- Review sustainable design suggestions described in the AES.

*Team members participating in these tasks include: SAI.*

R. Agency Permitting

1. Review permit requirements with the DCM.
2. Assist DCM with Concept permitting submittal preparation.

*Refer to Stantec's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: SAI and Stantec.*

S. Intergovernmental Agreements (IGAs)

1. Assist the DCM with new IGA's with Illinois Department of Transportation (IDOT) for underdeck lighting at I-55 and other IGA's for potential utility relocations.
2. Assist the DCM with new IGA's with other agencies for the crossroad bridges.

*Team members participating in these tasks include: SAI.*

T. Environmental

1. Identify potential for Phase II Environmental Site Assessment (ESA).
2. Identify potential for Remedial Action Plan (RAP).
3. Communicate with the DCM regarding environmental impacts including wetlands as delineated in the AES.

*Team members participating in these tasks include: SAI.*

U. Design Deviations Documentation – Initiate preparation of up to fifteen design deviations.

*Refer to SE3's and Stantec's Exhibit F Supplement for additional details.*



*Team members participating in this task include: SAI, Stantec and SE3.*

- V. Incorporating OTHERS' Information – Review data from other design sections adjacent to and within PROJECT limits.

*Team members participating in this task include: SAI*

- W. Design Schedule, Quantities, Opinion of Probable Construction Cost (OPCC)

1. Prepare a conceptual milestone schedule with supporting diagrams and narrative.
2. Perform preliminary construction quantity calculations.
3. Prepare a Concept OPCC.

*Team members participating in this task include: SAI, AMES, ASE, EFA, EFKM, SE3, Stantec, and WE.*

- X. Disposition of Comments – Prepare dispositions to the Concept Design Review Technical Memorandum.

*Team members participating in this task include: SAI, AMES, ASE, EFA, EFKM, SE3, Stantec, and WE.*

- Y. Constructability Review - Perform constructability review of design concept as defined in the AES.

*Team members participating in this task include: SAI, EFKM, and Stantec.*

- Z. QA/QC

1. Provide quality control review in accordance with the DSE's CQP's.
2. Provide independent structure quality reviews (*Refer to Stantec's and EFKM's Exhibit F Supplement for additional details*).

*Team members participating in this task include: SAI, AMES, ASE, EFA, EFKM, Rubino, SE3, Stantec, Wang, and WE.*

- AA. Design Milestone Review Meeting – Attend one milestone review meeting with DCM and TOLLWAY to review comments and provide initial review comment dispositions for each construction contract.

*Team members participating in this task include: SAI, AMES, EFA, EFKM, SE3, Stantec, and WE.*

**V. Preliminary Engineering (60%)**

The DSE will perform preliminary design services, described below. The Preliminary Engineering phase concludes with a Preliminary 60% Drawings, Specifications, and

Estimate (PS&E) submittal to the TOLLWAY. Three construction contracts are anticipated and each are anticipated to have their own Preliminary 60% PS&E submittal to the TOLLWAY. Each PS&E will include the following, when applicable:

A. General

1. Prepare general notes
2. Prepare project jurisdictions
3. Prepare project commitments

*Team members participating in this task include: SAI.*

B. Roadway – For the following items, the DSE will develop the preliminary designs, and prepare the Preliminary drawings.

1. Typical sections
2. Horizontal alignments
3. Vertical alignments
4. Existing cross sections
5. Proposed cross sections

*Team members participating in these tasks include: SAI, CWA, EFA, EFKM, SE3, Stantec, and WE.*

C. Drainage – The DSE will develop the preliminary drainage design, and prepare the preliminary drainage drawings. Detention basin expansion for corridor improvements will be performed by OTHERS.

*Refer to Stantec's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: Stantec and SAI.*

D. MOT – The DSE will develop the preliminary MOT design for the number of stages defined in the AES and prepare the preliminary MOT drawings.

*Refer to EFKM's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: EFKM and SAI.*

E. Pavement Marking and Signage – The DSE will develop the preliminary pavement marking and signage design, and prepare the preliminary pavement marking and signage drawings.

*Refer to EFKM and AMES's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: AMES, EFKM, and SAI.*

F. Barrier Warrant Analysis – Submit sample barrier warrant analyses and level 0 and 1 tables.

*Refer to SE3's Exhibit F Supplement for additional details.*

*Team members participating in this task include: SE3 and SAI.*

- G. Landscaping and Erosion Control – The DSE will develop the preliminary landscaping and erosion control design, and prepare the preliminary landscaping and erosion control drawings.

*Refer to Stantec's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: Stantec and SAI.*

- H. Roadway Lighting – The DSE will develop the preliminary lighting design, and prepare the preliminary lighting drawings. Underpass lighting at I-55 and I-294 is not included and will be performed by OTHERS under a separate contract.

*Refer to AMES's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: AMES and SAI.*

- I. ITS

1. Communicate with the DCM and DSE of I-17-4307 (Advance ITS and Fiber Relocation) and I-17-4308 (Final ITS installation).
2. Incorporate I-17-4307 and I-17-4308 drawings, specifications, and OPCC into preliminary PS&E's.
3. Prepare ITS drawings for the installation of Intermediate Power Distribution and Communication (IPDC) facility foundations, ITS Gantry and Dynamic Message Sign (DMS) foundations, and underground duct package.

*Team members participating in this task include: SAI.*

- J. Structural: Bridges – The DSE will develop the preliminary design, and prepare the preliminary drawings of the following bridges with similar type, size and location as defined in the AES:

1. Bridge drawings, Bridge Numbers 193/194, I-294 over Wolf Road (*Refer to Stantec's Exhibit F Supplement for additional details.*)
2. Bridge drawings, Bridge Numbers 195/196, I-294 over Joliet Road (*Refer to Stantec's Exhibit F Supplement for additional details.*)
3. Bridge drawings, Bridge Numbers 243/244, I-294 over Flagg Creek.

*Team members participating in this task include: SAI and Stantec.*

- K. Structural: Retaining Wall – The DSE will develop the preliminary design, and prepare the preliminary drawings of the following retaining walls:

1. Retaining wall repair details, TS22.45R, SB (*Refer to EFKM's Exhibit F Supplement for additional details*).
2. Retaining wall drawings, PR.TS23.55R, NB. *SAI to perform*.
3. Retaining wall drawings, PR.TS23.35R, SB (*Refer to WE's Exhibit F Supplement for additional details*).
4. Retaining wall drawings, PR.TS23.60R, SB (*Refer to WE's Exhibit F Supplement for additional details*).
5. Retaining wall drawings, PR.TS23.75R, SB. *SAI to perform*.

*Team members participating in these tasks include: SAI, EFKM, and WE.*

- L. Noise Wall – The DSE will develop the preliminary noise wall design, and prepare the preliminary noise wall drawings. Wall parameters such as length, height, location, type, and aesthetics shall be provided as part of the AES.

1. Northbound noise walls drawings: TS22.55N, TS22.90N, TS23.35N.
2. Southbound noise walls drawings: TS22.60N, TS22.95N, TS23.70N R, TS23.75N R, TS23.80N R, TS23.90N R, TS24.10N.

*Refer to EFA's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: EFA and SAI.*

- M. Geotechnical – Review preliminary structural and roadway drawings for general compliance with geotechnical reports.

*Refer to Wang's and Rubino's Exhibit F Supplement for additional details.*

*Team members participating in this task include: Rubino, Wang, and SAI.*

- N. 3-D CADD Models

1. Revise and submit 3-D CADD models.
2. Prepare and submit breakline LandXML files.
3. Prepare and submit surface LandXML files.
4. Prepare and include Utility Piping in 3-D CADD models (*Refer to ASE's Exhibit F Supplement for additional details*).

*Team members participating in these tasks include: SAI, ASE, SE3, and Stantec.*

- O. Utilities and Agency Communication

1. Distribute preliminary drawings to utilities.
2. Prepare utility log.
3. Evaluate potential conflicts.
4. Develop preliminary conflict course of action.
5. Prepare Notification of Interference (NOI) forms.

6. Prepare conflict drawings (plan view).
7. Prepare utility relocation matrix.

The TOLLWAY will be responsible to approve work to be performed by utility owners.

*Refer to ASE's and SE3's Exhibit F Supplement for additional details.*

*DSE's participating in these tasks include: SAI, ASE, and SE3.*

P. Sustainability

1. Incorporate sustainable alternatives as defined in the AES.
2. Prepare INVEST Tracking form PITF-60D.

*Team members participating in these tasks include: SAI.*

Q. Agency Permitting

1. Review permit requirements with the DCM for up to fifteen permits.
2. Assist DCM with ongoing preliminary permitting submittal preparation for up to fifteen permits.

Railroad communication and permitting is not required. Communication and permitting with the Federal Aviation Administration (FAA) will be performed by the DCM.

*Refer to Stantec's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: Stantec and SAI.*

R. Environmental Documentation

1. Develop Environmental Studies Inventory Sheet (ESIS) Part II.
2. Initiate agency communication.
3. Prepare Phase II ESA.
4. Prepare Remedial Action Plan.
5. Communicate with the DCM regarding environmental impacts including wetlands.

*Team members participating in these tasks include: SAI.*

- S. Agreements and Utility Work Orders – The DSE will review the need for easement, agreements and utility work orders from governing/governmental agencies and utilities with the DCM.

*Team members participating in these tasks include: Stantec and SAI.*

- T. Design Deviations Documentation – Prepare documentation for up to 15 design deviations.
- Refer to SE3's and Stantec's Exhibit F Supplement for additional details.*
- Team members participating in this task include: SAI, SE3, and Stantec.*
- U. Incorporating OTHERS' Information– Incorporate OTHERS' preliminary designs into preliminary PS&E's developed by DSE.
- Team members participating in this task include: SAI.*
- V. Right-of-Way Evaluation Updates – Identify and incorporate into right-of-way requirements needs for utilities, drainage, and roadway construction.
- Refer to CWA's Exhibit F Supplement for additional details.*
- Team members participating in these tasks include: SAI, CWA, EFA, EFKM, SE3, Stantec, and WE.*
- W. Special Provisions – Prepare special provisions for pay items not covered by Standard Specifications or IDOT Supplemental Specifications.
- Team members participating in this task include: SAI, ASE, EFA, EFKM, SE3, Stantec, and WE.*
- X. Construction Schedule, Quantities, Opinion of Probable Construction Cost (OPCC)
1. Prepare a construction schedule for construction activities identifying the major controlling items of work, their sequence of construction, and duration of major construction.
  2. Perform construction quantity calculations.
  3. Prepare a preliminary OPCC.
  4. Prepare backup calculations for lump sum items.
- Team members participating in this task include: SAI, AMES, ASE, EFA, EFKM, SE3, Stantec, and WE.*
- Y. Disposition of Comments – Prepare dispositions to review comments.
- Team members participating in this task include: SAI, AMES, ASE, EFA, EFKM, SE3, Stantec, and WE.*
- Z. Constructability Review – Perform constructability review of preliminary drawings.
- Team members participating in this task include: SAI, EFKM, and Stantec.*

- AA. Value Management Study – Attend, participate, and provide documentation for Value Management Study (VMS) hosted by DCM.

*Team members participating in this task include: SAI, EFKM, and Stantec.*

- BB. QA/QC – Provide quality control review in accordance with the DSE's CQP.

1. Provide quality control review in accordance with the DSE's CQP's.
2. Provide independent structure quality reviews (*Refer to Stantec's Exhibit F Supplement for additional details*).

*Team members participating in this task include: SAI, AMES, ASE, CWA, EFA, EFKM, SE3, Stantec, and WE.*

- CC. Design Milestone Meeting – Attend one milestone review meeting with DCM and TOLLWAY to review comments and provide initial review comment dispositions for each construction contract.

*Team members participating in this task include: SAI, AMES, EFA, EFKM, SE3, Stantec, and WE.*

#### VI. PRE-FINAL ENGINEERING (95%)

The DSE will perform Pre-Final design services, described below. The pre-final engineering phase consists of addressing preliminary review comments and furthering the PS&E to a Pre-Final, 95% level. Three construction contracts are anticipated and each is anticipated to have their own pre-final 95% PS&E submittal to the TOLLWAY. Each PS&E will include the following, when applicable.

- A. General – The DSE will address preliminary review comments and proceed with pre-final design and preparation of the following:

1. General notes
2. Project jurisdictions
3. Project commitments
4. Progress schedule
5. Summary of quantities
6. Schedule of quantities
7. Alignment, ties and benchmarks

*Team members participating in this task include: SAI, AMES, CWA, EFA, EFKM, Stantec, and WE.*

- B. Roadway drawings – The DSE will address preliminary review comments and proceed with pre-final design and preparation of the following drawings:

1. Typical sections
2. Construction details
3. Existing roadway drawings (plan view)

4. Proposed roadway drawings (plan view)
5. Existing roadway profiles
6. Proposed roadway profiles
7. Pavement joints and elevations
8. Grading
9. Proposed cross sections

*Team members participating in this task include: SAI.*

- C. Drainage – The DSE will address preliminary review comments, develop the pre-final drainage design, and prepare the pre-final drainage drawings.

*Refer to Stantec's Exhibit F Supplement for additional details.*

*Team members participating in this task include: Stantec and SAI.*

- D. MOT – The DSE will address preliminary review comments, develop the pre-final MOT design, and prepare the pre-final MOT drawings.

*Refer to EFKM's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: EFKM and SAI.*

- E. Pavement Marking and Signage – The DSE will address preliminary review comments, develop the pre-final pavement marking and signage design, and prepare the pre-final pavement marking and signage drawings.

*Refer to AMES's and EFKM's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: AMES, EFKM, and SAI.*

- F. Barrier Warrant Analysis – Submit barrier warrant analyses for up to fifteen locations.

*Refer to SE3's Exhibit F Supplement for additional details.*

*Team members participating in this task include: SE3 and SAI.*

- G. Landscaping and Erosion Control – The DSE will address preliminary review comments, develop the pre-final landscaping and erosion control design, and prepare the pre-final landscaping and erosion control drawings.

*Refer to Stantec's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: Stantec and SAI.*

- H. Roadway Lighting – The DSE will address preliminary review comments, develop the pre-final lighting design, and prepare the pre-final lighting drawings.

*Refer to AMES's Exhibit F Supplement for additional details.*



*Team members participating in these tasks include: AMES and SAI.*

I. ITS

1. Continue to communicate with the DCM and DSE of I-17-4307 (Advance ITS and Fiber Relocation) and I-17-4308 (Final ITS installation).
2. Incorporate I-17-4307 and I-17-4308 drawings, specifications, and OPCC into Pre-final PS&E.
3. Update ITS drawings for the installation of IPDC foundations, ITS Gantry and DMS foundations, and underground backbone duct package.

*Team members participating in this task include: SAI.*

J. Structural: Bridges – The DSE will address preliminary review comments, develop the pre-final design, and prepare the pre-final drawings of the following.

1. Bridge drawings, Bridge Numbers 193/194, I-294 over Wolf Road (*Refer to Stantec's Exhibit F Supplement for additional details*).
2. Bridge drawings, Bridge Numbers 195/196, I-294 over Joliet Road (*Refer to Stantec's Exhibit F Supplement for additional details*).
3. Bridge drawings, Bridge Numbers 243/244, I-294 over Flagg Creek. *SAI to perform.*

*Team members participating in this task include: SAI and Stantec.*

K. Structural: Retaining Wall – The DSE will address preliminary review comments, develop the pre-final design, and prepare the pre-final drawings of the following.

1. Retaining wall repair details, TS22.45R, SB (*Refer to EFKM's Exhibit F Supplement for additional details*).
2. Retaining wall drawings, PR.TS23.55R, NB. *SAI to perform*
3. Retaining wall drawings, PR.TS23.35R, SB (*Refer to WE's Exhibit F Supplement for additional details*).
4. Retaining wall drawings, PR.TS23.60R, SB (*Refer to WE's Exhibit F Supplement for additional details*).
5. Retaining wall drawings, PR.TS23.75R, SB. *SAI to perform*

*Team members participating in these tasks include: SAI, EFKM, and WE.*

L. Noise Wall – The DSE will address preliminary review comments, develop the pre-final noise wall design, and prepare the pre-final noise wall drawings.

1. Northbound noise walls drawings: TS22.55N, TS22.90N, TS23.35N.
2. Southbound noise walls drawings: TS22.60N, TS22.95N, TS23.70N R, TS23.75N R, TS23.80N R, TS23.90N R, TS24.10N.

*Refer to EFA's Exhibit F Supplement for additional details.*

*Team members participating in these tasks include: EFA and SAI.*

- M. Overhead Sign Structures – The DSE will develop the pre-final overhead sign structure design, and prepare the pre-final overhead sign structure drawings.

*Refer to EFKM's Exhibit F Supplement for additional details.*

*Team members participating in this task include: EFKM and SAI.*

- N. Geotechnical – Incorporate soil boring logs for structural and roadway borings. Review roadway structural drawings for general compliance with geotechnical reports.

*Refer to Wang's and Rubino's Exhibit F Supplement for additional details.*

*Team members participating in this task include: Rubino, Wang, and SAI.*

O. 3-D Models

1. Revise and submit 3-D CADD models.
2. Prepare and submit breakline LandXML files.
3. Prepare and submit surface LandXML files.
4. Prepare and include utility piping in 3-D CADD models (*Refer to ASE's Exhibit F Supplement for additional details*).

*Team members participating in these tasks include: SAI, ASE, SE3, and Stantec.*

- P. Utilities Matrix and Drawings – The DSE will provide preliminary roadway drawings and information to the utility owners for the following:

1. Fiber optic relocation
2. Sanitary sewer relocation
3. Storm sewer relocation
4. Gas relocation
5. Electric relocation
6. Telephone/Communication relocation
7. Utility Relocation Matrix

The TOLLWAY will be responsible to approve work to be performed by utility owners. A direct cost of \$3,000 is included to apply for new utility services on behalf of the TOLLWAY. Any fees required beyond this amount will be accounted for via a supplement.

*Refer to ASE's and SE3's Exhibit F Supplement for additional details.*

*Team members participating in this task include: ASE, SE3, and SAI.*

Q. Sustainability

1. Incorporate sustainable alternatives as defined in the AES.

2. Hold and attend a sustainability alternatives workshop.
3. Update and submit INVEST forms PITF-95D and PINS-95D.

*Team members participating in these tasks include: SAI.*

R. Environmental Documentation

1. Resubmit updated ESIS Part II.
2. Continue agency communication.
3. Review permit requirements with the DCM and assist DCM with permitting (*Refer to Stantec's Exhibit F Supplement for additional details*).
4. Communicate with the DCM regarding environmental impacts including wetlands.

Environmental issues related to hazardous materials, historical sites, and archeological sites are not anticipated.

*Team members participating in these tasks include: SAI.*

- S. Permits, Agreements & Utility Work Orders – The DSE will review permit requirements, agreements, and utility work orders with the DCM. Railroad communication and permitting is not required. Communication and permitting with the Federal Aviation Administration (FAA) will be performed by the DCM.

*Refer to Stantec's and AES's Exhibit F Supplement for additional details.*

*Team members participating in this task include: Stantec and SAI.*

- T. Design Deviation Documentation – Prepare documentation for up to fifteen design deviations.

*Refer to SE3's and Stantec's Exhibit F Supplement for additional details.*

*Team members participating in this task include: SAI, Stantec, and SE3.*

- U. Incorporate OTHERS' – Provide communication and incorporation of OTHERS' drawings, special provisions, and opinions of probable construction cost into PS&E's.

*Team members participating in this task include: SAI and Stantec.*

- V. Right-of-Way Evaluation Updates – Identify and incorporate into right-of-way requirements for utilities, drainage, and roadway construction.

*Refer to CWA's and Stantec's Exhibit F Supplement for additional details.*

*Team members participating in this task include: SAI, Stantec and CWA.*

W. Plats & Legal Descriptions – Prepare plats and legal descriptions for up to twenty-two parcels as identified by the TOLLWAY and / or DCM. Title services, appraisals, and plat recording are not included and will be performed by OTHERS.

*Team members participating in this task include: SAI and CWA.*

X. Standard details – Prepare standard details for PS&E's.

*Team members participating in this task include: SAI, AMES, EFA, EFKM, Stantec, WE.*

Y. Special details – Prepare special details for PS&E's.

*Team members participating in this task include: SAI, AMES, EFA, EFKM, Stantec, WE.*

Z. Special Provisions – Update special provisions to address preliminary review comments.

*Team members participating in this task include: SAI, AMES, ASE, EFA, EFKM, SE3, Stantec, and WE.*

AA. Construction Schedule, Quantities, Opinion of Probable Construction Cost (OPCC)

1. Prepare a construction schedule for construction activities identifying the major controlling items of work, their sequence of construction, and duration of major construction.
2. Perform construction quantity calculations.
3. Prepare a Pre-Final OPCC.
4. Prepare proposed schedule of prices pages (P-Pages).

*Team members participating in these tasks include: SAI, AMES, ASE, EFA, EFKM, SE3, Stantec, and WE.*

BB. Disposition of Comments – Prepare dispositions to the Preliminary review comments.

*Team members participating in this task include: SAI, AMES, ASE, EFA, EFKM, SE3, Stantec, and WE.*

CC. Constructability Review – Provide final constructability review focusing on ability to construct the PROJECT as designed.

*Team members participating in this task include: SAI, EFKM, and Stantec.*

DD. QA/QC – Provide quality control review in accordance with the DSE's CQP.

1. Provide quality control review in accordance with the DSE's CQP's.
2. Provide independent structure quality reviews (*Refer to Stantec's and EFKM's Exhibit F Supplement for additional details*).

*Team members participating in this task include: SAI, AMES, ASE, CWA, EFA, EFKM, SE3, Stantec, and WE.*

EE. Design Milestone Meeting – Attend one review meeting with DCM and TOLLWAY to review comments and provide initial review comment dispositions.

*Team members participating in this task include: SAI, AMES, ASE, EFA, EFKM, SE3, Stantec, and WE.*

FF. Plan-in-Hand Review – Conduct Plan-in-Hand review.

*Team members participating in this task include: SAI, Stantec, and WE.*

## **VII. FINAL ENGINEERING (100%)**

The DSE will perform final design services, described below. The final engineering phase consists of addressing pre-final review comments and furthering the PS&E's to a final, 100% level. Three construction contracts are anticipated and each is anticipated to have their own final, 100% PS&E submittal to the TOLLWAY. Each PS&E will include the following, when applicable.

A. Drawings and Special Provisions – Update drawings and special provisions based on pre-final review comments.

*Team members participating in this task include: SAI, AMES, ASE, EFA, EFKM, SE3, Stantec, and WE.*

B. 3-D Models

1. Revise and submit 3-D CADD Models.
2. Revise and submit breakline LandXML file.
3. Revise and submit surface LandXML file.
4. Revise and include utility piping in 3-D Models(Refer to ASE's Exhibit F Supplement for additional details)

*Team members participating in these tasks include: SAI, ASE, SE3, and Stantec.*

C. Barrier Warrant Analysis – Finalize Barrier Warrant Analysis.

*Refer to SE3's Exhibit F Supplement for additional details.*

*Team members participating in this task include: SE3 and SAI.*

D. Bridge Rating Forms – Perform bridge rating analysis and prepare final bridge rating forms.

*Team members participating in this task include: SAI and Stantec.*

- E. Design Deviations Documentation – Provide up to fifteen approved final design deviations.

*Team members participating in this task include: SAI and SE3.*

- F. Construction Schedule, Quantities, Opinion of Probable Construction Cost (OPCC)

1. Finalize construction schedule.
2. Finalize construction quantity calculations.
3. Finalize a Pre-Final OPCC.
4. Finalize proposed schedule of prices pages (P-Pages).

*Team members participating in these tasks include: SAI, AMES, ASE, EFA, EFKM, SE3, Stantec, and WE.*

- G. Disposition of Comments – Prepare dispositions to the pre-final review comments.

*Team members participating in this task include: SAI, AMES, ASE, EFA, EFKM, SE3, Stantec, and WE.*

- H. QA/QC – Provide quality control review in accordance with the DSE's CQP.

1. Provide quality control review in accordance with the DSE's CQP's.
2. Provide independent structure quality reviews (*Refer to Stantec's and EFKM's Exhibit F Supplement for additional details*).

*Team members participating in these tasks include: SAI, AMES, ASE, EFA, EFKM, SE3, Stantec, and WE.*

- I. Final Milestone Review Meeting – The DSE will attend one final milestone review meeting for each construction contract as applicable.

*Team members participating in this task include: SAI, AMES, ASE, EFA, EFKM, SE3, Stantec, and WE.*

## VIII. MEETINGS

The DSE will schedule, prepare agenda, prepare sign in sheets, and prepare meeting minutes for the following meetings:

- A. Corridor-wide meetings are anticipated to include the following:

1. Design criteria (one meeting)
2. ProjectWise (two meetings)
3. Regularly scheduled meetings by DCM (up to forty-eight meetings)
4. Discipline meetings (up to twelve meetings)

*Team members participating in this task include: SAI, AMES, EFA, EFKM, SE3, Stantec, and WE.*

B. Internal/team member meetings are anticipated to include the following:

1. Regular meetings held at least quarterly (up to sixteen meetings).
2. SAI and SUBCONSULTANT meetings (up to twenty meetings).

*Team members participating in this task include: SAI, AMES, CWA, EFA, EFKM, SE3, Stantec, and WE.*

C. TOLLWAY Meetings – The following meetings are anticipated.

1. Regular meetings (up to sixteen meetings)
2. Barrier Warrant Analysis (up to two meetings)
3. Design Deviations (up to two meetings)

*Team members participating in this task include: SAI, AMES, EFKM, EFA, SE3, Stantec, and WE.*

D. Project Status Book Meeting – Attend monthly Project Status Book meetings (up to forty-eight meetings).

*Team members participating in this task include: SAI.*

E. Agency / Utility Meetings – Anticipate monthly utility meetings with the DCM and TOLLWAY to present status of utility conflicts (up to forty-eight meetings).

*Team members participating in this task include: SAI and ASE.*

**IX. BIDDING ASSISTANCE**

The DSE will assist the TOLLWAY during the bidding process. For each of the three anticipated construction packages, the following items are included.

A. Advertisement – Provide advertisement assistance to the TOLLWAY.

*Team members participating in this task include: SAI.*

B. Addendum – Prepare up to a total of six addendums (three construction contracts, two addendums each) including assisting the DCM and TOLLWAY with scheduling and review.

*Team members participating in this task include: SAI, AMES, ASE, EFA, EFKM, SE3, Stantec, and WE.*

C. Bid Tabulation Evaluation – Assist the DCM and TOLLWAY with bid tabulation evaluation.

*Team members participating in this task include: SAI, EFKM, SE3, and Stantec.*

- D. Address Pre-Bid Questions – Assist the DCM and TOLLWAY with addressing up to twenty pre-bid questions for each construction contract.

*Team members participating in this task include: SAI, AMES, EFA, EFKM, SE3, Stantec and WE.*

Shop drawing reviews are not included.



**EXHIBIT G**

**CURRENT OBLIGATIONS FOR PROJECT  
I-17-4297  
Strand Associates, Inc.**

<b>ROUTE &amp; JOB NO.</b>	<b>WORK SCOPE &amp; DESCRIPTION OF PROJECT</b>	<b>TOTAL FEE</b>	<b>FEE REMAINING TO BE EARNED</b>	<b>ESTIMATE DATE OF COMPLETION</b>
PTB 149/8 Ph. I (IL 47)	Phase I – prepare project report and environmental studies	\$4,058,200	\$252,180	June 2018
PTB 158/16 Var./Var. (D2)	Var./Var.	\$1,000,000	\$50,000	December 2017
PTB 160/03 Var./Var. (D1)	Var./Var.	\$1,500,000	\$10,000	December 2017
PTB 169/19 Ph. II (IL 47)	Phase II - Prepare PS&E	\$2,617,690	\$2,606,850	June 2019
PTB 173/16 Var./Var. (D1)	Var./Var.	\$1,800,000	\$715,300	December 2018
PSB 15-2-7 Ph. II (EOWA Bensenville Yard)	Phase II - Prepare PS&E	\$5,854,096.69	\$5,404,795.45	December 2022

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

<p>1 <u>American Surveying &amp; Engineering, P.C.</u></p> <p>Direct Labor                   \$ 495,825.79</p> <p>Direct Costs                   \$ 17,000.00</p> <p>Services by Others           _____</p> <p>Additional Services **       _____</p> <p>Total this Subconsultant (ULC)                   \$ 512,825.79</p>	<p>6 <u>SE3, LLC</u></p> <p>Direct Labor                   \$ 802,003.36</p> <p>Direct Costs                   \$ 13,111.43</p> <p>Services by Others           \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   \$ 815,114.79</p>
<p>2 <u>AMES Engineering, Inc.</u></p> <p>Direct Labor                   \$ 394,102.91</p> <p>Direct Costs                   \$ 16,135.00</p> <p>Services by Others           _____</p> <p>Additional Services **       _____</p> <p>Total this Subconsultant (ULC)                   \$ 410,237.91</p>	<p>7 <u>Wang Engineering, Inc.</u></p> <p>Direct Labor                   \$ 135,265.76</p> <p>Direct Costs                   \$ 184,697.00</p> <p>Services by Others           \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   \$ 319,962.76</p>
<p>3 <u>Claassen, White &amp; Associates, P.C.</u></p> <p>Direct Labor                   \$ 281,353.13</p> <p>Direct Costs                   \$ 36,495.21</p> <p>Services by Others           \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   \$ 317,848.34</p>	<p>8 <u>Wynndalco Enterprises, LLC</u></p> <p>Direct Labor                   \$ 296,609.15</p> <p>Direct Costs                   \$ 16,386.00</p> <p>Services by Others           \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   \$ 312,995.15</p>
<p>4 <u>EFK Moen, LLC</u></p> <p>Direct Labor                   \$ 766,090.75</p> <p>Direct Costs                   \$ 52,095.00</p> <p>Services by Others           \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   \$ 818,185.75</p>	<p>9 _____</p> <p>Direct Labor                   _____</p> <p>Direct Costs                   \$ -</p> <p>Services by Others           \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   \$ -</p>
<p>5 <u>Rubino Engineering, Inc.</u></p> <p>Direct Labor                   \$ 83,609.34</p> <p>Direct Costs                   \$ 133,190.00</p> <p>Services by Others           \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   \$ 216,799.34</p>	<p>10 _____</p> <p>Direct Labor                   _____</p> <p>Direct Costs                   \$ -</p> <p>Services by Others           \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   \$ -</p>

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

TOTAL DBE/MBE/WBE Subconsultants: \$ 3,723,969.83

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 3,723,969.83

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 36.87%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 36.87%

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

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

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

<b>1</b>		<u>Eskenazi &amp; Farrell Associates, LLC</u>	
Direct Labor	\$	200,560.92	
Direct Costs	\$	2,996.00	
Services by Others			
Additional Services **			
Total this Subconsultant (ULC)	\$	203,556.92	

<b>2</b>		<u>Stantec Consulting Services</u>	
Direct Labor	\$	1,622,719.06	
Direct Costs	\$	3,400.00	
Services by Others			
Additional Services **			
Total this Subconsultant (ULC)	\$	1,626,119.06	

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

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

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

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

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

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

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

<b>10</b>		<u></u>	
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: \$ 1,829,675.98

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 1,829,675.98

## Contract Information Sheet

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

Consultant Name: American Surveying & Engineering, P.C.

Contract Number: I-17-4297

Proposal Date: 9/8/2017

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-17-4297

Consultant: American Surveying & Engineering, P.C.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept Verification											8		40	48
Advance Contract														
NB Mainline Contract														
SB Mainline Contract														
<b>TOTALS</b>											8		40	48

Contract Number: I-17-4297 Consultant: American Surveying & Engineering, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Concept Verification	200	200	200													600
Advance Contract				200	200	200										600
NB Mainline Contract						200	200	200	200	200						1000
SB Mainline Contract						200	200	200	200	200						1000
<b>TOTALS</b>	200	200	200	200	200	600	400	400	400	400	400	400	400	400	400	3200

Contract Number: I-17-4297      Consultant: American Surveying & Engineering, P.C.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2019												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Concept Verification	10		10		10		10	20					10			86
Advance Contract		10		10		40	30		10	20						120
NB Mainline Contract		10		10		40	30		10	30						130
<b>TOTALS</b>	10	20	10	20	10	80	70	20	20	50	16	10	336			

Contract Number: I-17-4297 Consultant: American Surveying & Engineering, P.C.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Concept Verification													
Advance Contract													
NB Mainline Contract													
SB Mainline Contract													
<b>TOTALS</b>													0



Contract Number: I-17-4297 Consultant: American Surveying & Engineering, P.C.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2021												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept Verification															
Advance Contract															
NB Mainline Contract															
SB Mainline Contract															
<b>TOTALS</b>															0

Contract Number: I-17-4297 Consultant: American Surveying & Engineering, 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		
Concept Verification														
Advance Contract														
NB Mainline Contract										24				
SB Mainline Contract														24
<b>TOTALS</b>													24	24



Contract No.: I-17-4297 Consultant: American Surveying & Engineering, P.C.

Date: 9/8/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 60 No. OF MONTHS  
 SCHEDULED START DATE: 11/1/2017  
 RAISE DATE: 1/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021
Date	Date	Date	Date	Date
2.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0
3.33%	20.00%	20.00%	20.00%	20.00%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

1/1/2022 - 10/31/2022				
Date	Date	Date	Date	Date
10.0				
60.0	60.0	60.0	60.0	60.0
16.67%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4297

Consultant: American Surveying & Engineering, P.C.

Date: 9/8/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

**EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES**

										<b>DIRECT COST</b>	
										<b>OVERTIME PREMIUM</b>	
										Total Estimated O/T Hours:	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)
										Average Premium O/T Hourly Rate:	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
										Total Direct Labor	Total Overtime Premium:
										Total Estimated Work Hours: 3,608.00	
										Average Hourly Rate: \$49.08	
										Total Direct Labor \$177,080.64	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	19.00					
No	Project Manager	\$40.00	\$70.00	\$67.51	\$67.51	88.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$65.38	\$65.38	799.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$54.59	\$54.59	1,404.00					
No	Staff Engineer/Planner	\$20.00	\$40.00								
No	Engineer /Accountant	\$20.00	\$60.00								
No	Senior Technical Specialist	\$25.00	\$60.00	\$35.00	\$35.00	966.00					
No	Technical Specialist	\$15.00	\$50.00	\$22.41	\$22.41	218.00					
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								

Contract No.: I-17-4287

Consultant: American Surveying & Engineering, P.C.

Date: 9/8/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

**EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES**

						<b>DIRECT COST OVERTIME PREMIUM</b>		
Total Estimated Work Hours:		3,608.00		Total O/T Hours:				
Average Hourly Rate:		\$49.08		Average Premium O/T Hourly Rate:				
Total Direct Labor		\$177,080.64		Total Overtime Premium:				
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Admin/Clerical	\$8.25	\$40.00	\$19.50	\$19.50	114.00		

Contract No.: I-17-4297

Consultant: American Surveying & Engineering, P.C.

Date: 9/8/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour	
Principal	PRINCIPAL IN CHARGE	COVENTINE FIDIS	\$50 - \$70	
Project Manager	PROJECT MANAGER	COVENTINE FIDIS	\$40 - \$70	
	PROJECT MANAGER	MARK M. WOOD		
	PROJECT MANAGER	STEVEN M. RIENKS		
	PROJECT MANAGER	JAY P. HOWELL		
	PROJECT MANAGER	JOHN A. DYBAS, III		
	PROJECT MANAGER	LARRY D. MARTIN		
Senior Engineer/Planner	PROJECT SURVEYOR/ENG IV	PAUL F. STANTON	\$40 - \$70	
	PROJECT SURVEYOR/ENG IV	CRAIG L. DUY		
	PROJECT SURVEYOR/ENG III	THOMAS A. SANDERSON		
Resident Engineer			\$40 - \$70	
Project Engineer/Planner	PROJECT SURVEYOR/ENG III	ERIC J. SLADEK	\$25 - \$60	
	PROJECT SURVEYOR/ENG I	ROBERT MICHAEL BACHARA		
	PROJECT SURVEYOR/ENG II	THANO D. TZIFOROS		
	PROJECT SURVEYOR/ENG II	ROBERT S. SAXER		
Staff Engineer/Planner			\$20 - \$40	
Engineer /Accountant			\$20 - \$60	
Senior Technical Specialist	CADD TECHNICIAN	CRAIG A. HILLS	\$25 - \$60	
	CADD TECHNICIAN	WILLIAM BARAN		
	CADD TECHNICIAN	BRANNDON D. ELSBREE		
	CADD TECHNICIAN	JESSE J. NOCON		
	CADD TECHNICIAN	AMANDA J. JOHNSON		
	CADD TECHNICIAN	JOSEPH B. MAGNOTTA		
	ENGINEER/SURVEY TECH III	THOMAS H. HOYLE		
	ENGINEER/SURVEY TECH III	DARYL F. EDWARDS		
	ENGINEER/SURVEY TECH III	GUSTAVO ALEX AGUILAR		
	ENGINEER/SURVEY TECH III	KRISTOPHER M. MCALLISTER		
	ENGINEER/SURVEY TECH III	JEFFREY F. MUMMERT		
	Technical Specialist	ENGINEER/SURVEY TECH II	GARY R. BRANDT	\$15 - \$50
		ENGINEER/SURVEY TECH II	LUCAS S. MCDONALD	
ENGINEER/SURVEY TECH II		BRADLY J. DUFFY		
ENGINEER/SURVEY TECH II		LAWRENCE T. DEMANCHE		
ENGINEER/SURVEY TECH II		ROBERTO ASCENCIO		
ENGINEER/SURVEY TECH I		DAVID W. CISKOWSKI		
ENGINEER/SURVEY TECH I		ANDREW T. BROWN		
ENGINEER/SURVEY TECH I		DAVID J. MEEKS		

Contract No.: I-17-4297

Consultant: American Surveying & Engineering, P.C.

Date: 9/8/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	ADMINISTRATIVE/CLERICAL III	LINDSEY JO STUTZKE-JONES	\$8.25 - \$40



Contract No.: I-17-4297 Consultant: American Surveying & Engineering, P.C.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/2389762/12\\_LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_10012013.PDF](http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF)
  
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

**FLOWABLE FILL FOR LEVEL A EXPOSURES**

**IN PAVEMENT**

**PAVEMENT CORING COSTS**

**ROADWAY PERMIT**

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**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)      \$ 17,000.00**

## ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

## **ALLOWABLE DIRECT COSTS**

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

#### Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay\*\* - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-17-4297

Consultant: American Surveying & Engineering, P.C.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

Project Manager: THOMAS A. SANDERSON

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

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

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

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

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

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

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

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

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

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

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

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

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

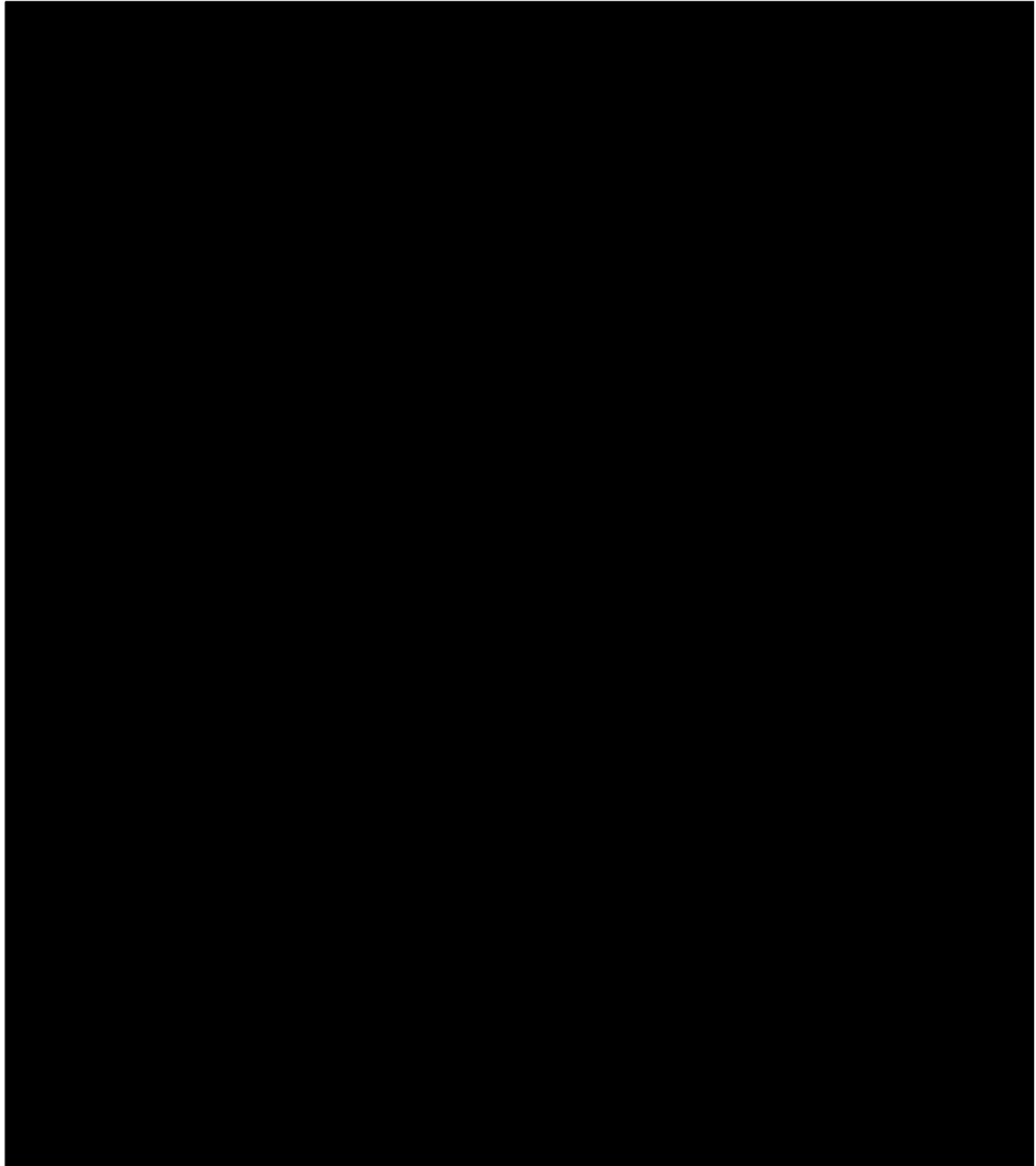
Name: \_\_\_\_\_

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



**AMERICAN**  
SURVEYING & ENGINEERING, D.C.

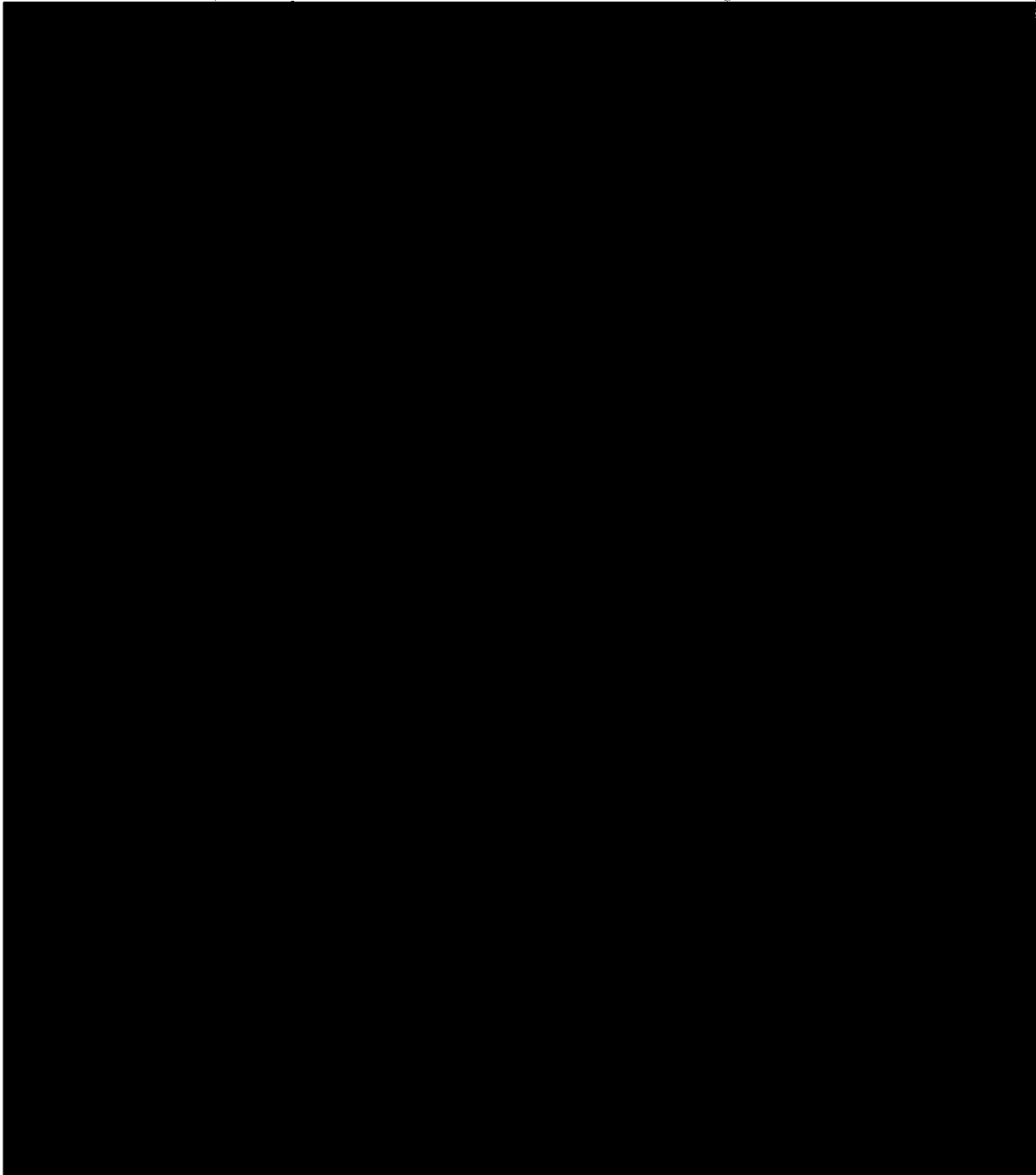
**Thomas A. Sanderson PE**  
Professional Engineer





**AMERICAN**  
SURVEYING & ENGINEERING, P.C.

**Thomas A. Sanderson PE**  
Professional Engineer



**EXHIBIT F**

**Contract No. I-17-4297**

**American Surveying & Engineering, P.C.**

**SCOPE OF SERVICES**

See Attachment A Exhibit F Supplement for Scope of Services.



# **Attachment A Exhibit F Supplement**

## **Scope of Services**

**American Surveying & Engineering, P.C. (SUBCONSULTANT)  
to Strand Associates, Inc. (ENGINEER)**

**Tri-State Tollway, Roadway Reconstruction,  
75th Street (M.P. 22.3) to I-55 Ramps (M.P. 24.1)**

Contract No. I-17-4297

**Illinois State Toll Highway Authority (TOLLWAY)**

September 8, 2017

## I. PROJECT DESCRIPTION

This project is to prepare Phase II engineering services for the preparation of contract drawings and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between 75th Street (M.P. 22.3) and I-55 Ramps (M.P. 24.1).

The scope of the proposed construction improvement includes: 1.8 miles of widened and reconstructed mainline roadway including seven ramps; bridge widening and rehabilitation / replacement; retaining walls; noise walls; new drainage structures and modification of existing drainage system; erosion control for construction zones; landscaping and soil erosion / sedimentation control measures; pavement markings, delineators and signage; new guardrail, anchors and terminals; roadway lighting; relocation of utilities; and other appurtenant and miscellaneous construction.

Services to be performed by SUBCONSULTANT include Subsurface Utility Engineering (SUE) and utility communication and documentation. It is anticipated that services of SUBCONSULTANT will be performed for three separate construction contracts. Design and deliverables shall be in accordance with the TOLLWAY's Design Section Engineer Manual (DSE Manual), all manuals referred to in the DSE Manual, and other applicable design manuals, guidelines, and standards. All three-dimensional (3-D) Computer Aided Drafting and Design (CADD) updates for utilities shall be performed using Geopak's SUE / Subsurface Utility Design and Analysis (SUDA) modules.

## II. SERVICES TO BE PERFORMED BY SUBCONSULTANT

### A. Existing Utility Information

1. Review applicable utility portions of the Advanced Engineering Study (AES) as provided by the Design Corridor Manager (DCM). It is anticipated that existing base utility mapping shall be provided by the DCM. This includes Level D data, Level B data, and the source(s) of utility information such as atlases and as-builts.
2. Gather additional available utility information such as updated utility atlases from up to ten utility owners. Request utility permits completed since acquisition of the existing utility information provided from the TOLLWAY. Request a design Joint Utility Locating Information for Excavators (JULIE) to acquire recent atlas information.
3. Define project limits for utility impacts.
4. Initiate and maintain atlas tracking log.
5. Communicate with utility owners to review existing utility locations.
6. Review up to fifty (50) atlas records and compare to TOLLWAY base mapping.
7. Update 3-D CADD utility model for Level D Data.
8. Visit site periodically for utility data resolution.

### B. Supplemental SUE Level C and B Services

1. Provide the field and office services necessary to provide updated SUE Level B data as needed to supplement the Level B data provided by the DCM. Supplemental data includes when a utility line may have been newly

- constructed, relocated or abandoned since the acquisition of the TOLLWAY's Level B data.
2. Obtain survey data from ENGINEER.
  3. Draw existing sewer and storm lines in the 3-D CADD model. Approximately one hundred structures are anticipated.
  4. Perform supplemental SUE Level B for approximately 20,000 lineal feet of utility facilities.
  5. Perform field survey and measurements for missing pedestals, risers, utility manholes, and switchgear. Utility vault structures sketches are not anticipated.
  6. Update base utility 3-D CADD files.
  7. Visit site periodically for utility data resolution.
  8. Perform field review of approximately five percent of Level B length.
- C. Supplemental Aerial Utility Mapping
1. Provide the field and review services necessary to provide updated aerial utility data to supplement the utility data provided by the ENGINEER.
  2. Conduct a pole asset inventory to identify those utilities located within the project limits on utility poles. It is anticipated that attachment heights and low wire elevations will not be required.
  3. Review base aerial utility information within project limits versus atlas records.
  4. Prepare utility pole structure sketches (field sketches).
  5. Update base utility 3-D CADD files.
- D. Utility Conflict Analysis for SUE Quality Level A Locates
1. Review updated base utility file compared to proposed improvements.
  2. Assist ENGINEER in identification of potential utility conflicts of proposed improvements.
  3. Develop necessary permits and exhibit attachments that show the location of potential conflicts.
  4. Prepare and maintain conflict matrix that tracks the potential conflict number, location, type and size of utility, JULIE status, and status of Level A completion.
  5. Communicate with ENGINEER and TOLLWAY on the Level A exposures.
- E. SUE Level A
1. Arrange for and provide the necessary traffic control for the SUE Level A services. Communicate with the Tollway to obtain approval for any required traffic control.
  2. Communicate with utility owners regarding planned excavation and relocations.
  3. Prepare and track status of JULIE DIG tickets
  4. Prepare right of entry agreements with up to twenty-two property owners.
  5. Prepare up to five roadway permits on non-TOLLWAY roadways.
  6. Core up to ten improved surfaces.
  7. Vacuum excavate up to sixty potential conflict locations to review horizontal and vertical location of existing utility.
  8. Update SUE Level D, C, and B line work in 3-D CADD model to represent Level A results.
  9. Maintain conflict matrix to depict Level A results and status.

10. Prepare deliverable for ENGINEER including updated 3-D CADD model file, Level A results, photos, and field book data.
  11. Visit site periodically for utility data resolution.
- F. Existing Utility Drawings
1. Update TOLLWAY utility relocation matrix.
  2. Update 3-D CADD utility lines to allow the utility facilities to be represented in the cross section and/or profiles. Profiles and cross sections will be prepared by OTHERS.
  3. Update up to ten existing concept design utility drawings.
  4. Update base mapping in accordance with planned utility relocations for preliminary pre-final, and final drawing submittals. Profiles and cross sections will be prepared by OTHERS.
  5. Prepare up to ten Level A conflict drawings.
- G. Private Utility Owner Communication
1. Develop list of anticipated new utilities and services (gas, electrical, etc.).
  2. Prepare written report of utility interferences and involvement.
  3. Assist ENGINEER in distribution of utility drawings to up to ten utility owners.
  4. Develop list of each utility or facility indicating location and description source of information.
  5. Provide contact name, telephone number, date, nature of interference and outcome with each utility company or agency.
  6. Provide a review of up to two hundred utility conflicts with the proposed improvement, construction interference or involvement requiring relocation, and precautionary methods. Provisions for utility protection shall be determined by the utility owners.
  7. Prepare course of action and timetable to communicate the utility relocation design with the proposed improvements.
  8. Prepare up to twenty Notification of Interference (NOI) forms for anticipated utility interferences.
  9. Draw existing utility conflicts and utility conflict numbers on the preliminary drawings including roadway, drainage, lighting, cross sections, and structures.
  10. Update the utility relocation matrix for inclusion into the contract drawings.
  11. Assist ENGINEER in populating the utility NOI process via the Web Based Project Management (WBPM) system.
  12. Communicate with the ENGINEER regarding conflicts that involve Illinois Tollway Fiber Optic and Illinois Tollway facilities (Gas, Water, Sewer, Communications and Electric).
  13. Review and communicate up to twenty utility relocation drawings prepared by OTHERS for conflicts between the contract drawings and the utility relocation drawings of other utilities. Up to two iterations of each set of drawings is anticipated.
  14. Prepare an opinion of probable construction cost for relocation of utilities. Opinion of cost for private utilities shall be provided by utility owner(s).
  15. Update contract drawings to include information provided by utility owners relating to existing or relocated facilities.
  16. Prepare necessary documentation for permitting agencies for utility relocations.

17. Assist ENGINEER in the identification of necessary utility agreements and/or property rights to perform private utility relocations.

H. Public Utility Relocation

1. Develop and provide to ENGINEER a weekly Design Utility Report for submittal to the TOLLWAY that summarizes the utility conflicts within the project limits. SUBCONSULTANT shall provide such reports for the first two years of the PROJECT. ENGINEER will provide updates to the Design Utility report thereafter.
2. Communicate with utility owners to initiate conflict identification. Utility owners shall be responsible to determine conflicts and resolution alternatives..
3. Assemble a list of known utilities within the project area and create strip maps for up to twenty utilities. Assist ENGINEER in distribution of strip maps to utility owners for mark-up and comments.
4. Update existing 3-D CADD model to include information gathered from utility owners.
5. Label utilities including utility job numbers or permit numbers as applicable on contract drawings.
6. Review prior rights of utility within proposed right-of-way acquisition.
7. Communicate with utility owners regarding proposed right-of-way acquisition.
8. Identify necessary utility owner relocation agreements.
9. Review utility work orders submitted to utility owners at the pre-final contract documents submittal. Up to two iterations of each work order is anticipated.
10. Review the opinion of probable construction cost, provided by utility owners including right-of-way related efforts.
11. Process the work orders for utility relocations so that the information is available to the perspective bidders at time of contract advertisement.
12. Review agreements for utility service.

I. Quality Assurance / Quality Control (QA/QC)

1. Develop a Consultant Quality Plan (CQP) in accordance with TOLLWAY guidelines. Submit the CQP to the ENGINEER.
2. Execute internal QA/QC plan as defined in SUBCONSULTANT's CQP. Develop appropriate documentation.
3. Assist ENGINEER in performing periodic reviews of SUBCONSULTANT's CQP.

J. Administration

1. Develop monthly invoices and progress reports in accordance with TOLLWAY requirements. Submit invoices to ENGINEER.
2. Communicate with ENGINEER.
3. Perform internal project management, technical direction of staff, and communication.

K. Meetings

1. Attend up to nine internal meetings with ENGINEER.
2. Attend up to three (3) meetings with DCM and TOLLWAY to review submittals and design.

3. Attend and develop meeting minutes for meetings with utility owners as described in other sections of this Exhibit F Supplement. Up to twenty-five meetings are anticipated.

**EXHIBIT G**

**Contract No. I-17-4297**

**American Surveying & Engineering, 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>
P-98-080-17	Various Locations ASE #117105	\$300,000.00	\$300,000.00	TBD
RR-16-9396	Aerial Mapping Upon Request ASE #217100	TBD	TBD	TBD
I-17-4681	Elgin O'Hare ASE #217099	TBD	TBD	TBD
I-17-4303	O'Hare Oasis Balmoral Ave. ASE #217098	TBD	TBD	TBD
I-17-4295	I-55 Ramps to Ogden Ave. ASE #217097	TBD	TBD	TBD
I-17-4297	75th St. to I-55 Ramps ASE #217096	TBD	TBD	TBD
I-17-4296	95th St. to LaGrange Rd. ASE #217095	TBD	TBD	TBD
RR-15-99-75RR	Tollway Systemwide GEC ASE #217066	\$399,412.30	\$399,412.30	12/31/2019
RR-16-4265	Central Tri-State Design ASE #217038	\$989,805.00	\$989,408.80	4/14/2027
I-16-4266	IL-53 EIS ASE #216065	\$750,000.00	\$750,000.00	6/30/2019
I-15-4659	Wight - Phase II and Phase III ASE #215192	\$65,000.00	\$50,688.05	3/31/2019
I-15-4657	AMEC TY LIN EOWA I-294 ASE #515188	\$849,154.00	\$803,463.65	12/31/2021
P-91-001-16	IDOT Survey Various/Variouse ASE #215163	\$499,987.74	\$213,773.78	12/7/2025
RR-14-4223	Tri-State Tollway, Roadway Study, 95th Street (M.P. 17.5) to Cermak Road (M.P. 29.5) ASE #215079	\$503,981.18	\$426,988.47	TBD
P-94-008-14	IDOT Survey Various/Variouse ASE #114053	\$300,000.00	\$227,596.30	10/31/2024
RR-14-4181	Fiber Optic Maintenance #214009.2	\$1,172,560.00	\$64,290.13	4/15/2019
RR-14-4181	Fiber Optic Maintenance ASE #214009	\$425,000.00	\$133,552.22	4/15/2019
DOT14-LAC-D2-02	Land Acquisition-Parcels ASE #114008	\$800,000.00	\$365,418.34	1/17/2018
I-13-4623	Elgin O'Hare Western Access, I-290 to IL 83 Advance Work Contracts ASE #214003	\$144,876.45	\$71,584.74	3/27/2022
I-13-4119	I-88 Photo control: I-39 to Sterling, IL ASE #213056	\$105,000.00	\$15,245.03	TBD
D-91-317-13	Various Locations ASE #213070	\$300,000.00	\$112,525.13	9/30/2023
P-92-099-11	Various Survey Projects, Various Routes, Various Counties, Region Two/District Two ASE #111077	\$350,000.00	\$46,314.00	10/31/2021
I-11-4014	Elgin O'Hare Western Bypass Tollway, Design Corridor Management ASE #211098	\$8,162,850.20	\$2,288,086.29	TBD
RR-10-9973	Various Locations ASE #210098	\$536,969.61	\$285,266.82	12/31/2017
P-93-011-10	Various Locations ASE #210007	\$300,000.00	\$118,248.63	5/1/2019

Contract No.: I-17-4297

Consultant: American Surveying & Engineering, P.C.

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: AMES Engineering, Inc.

Contract Number: I-17-4297

Proposal Date: 9/8/2017

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-17-4297 Consultant: AMES Engineering, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept Verification													40	50
Advance Contract													10	
NB Mainline Contract														
SB Mainline Contract														
<b>TOTALS</b>													10	40
														50
														3,088

Contract Number: I-17-4297 Consultant: AMES Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Concept Verification	100	100	40	40	20											300	
Advance Contract																	
NB Mainline Contract						80	80	80	80	80	80	80	80	80	80	80	560
SB Mainline Contract						60	60	60	60	60	60	60	60	60	60	60	420
<b>TOTALS</b>	100	100	40	40	20	140	140	140	140	140	140	140	140	140	140	140	1280

Contract Number: I-17-4297 Consultant: AMES Engineering, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2019												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Concept Verification																	
Advance Contract																	
NB Mainline Contract	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	918	
SB Mainline Contract	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	710	
<b>TOTALS</b>	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	88	1628

Contract Number: 1-17-4297 Consultant: AMES Engineering, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept Verification															
Advance Contract															
NB Mainline Contract															
SB Mainline Contract															
<b>TOTALS</b>															0

Contract Number: I-17-4297 Consultant: AMES Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept Verification														
Advance Contract														
NB Mainline Contract						30	30							60
SB Mainline Contract														
<b>TOTALS</b>						30	30							60

Contract Number: I-17-4297

Consultant: AMES Engineering, Inc.

AMES Engineering, 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	
Concept Verification													
Advance Contract													
NB Mainline Contract						30							
SB Mainline Contract						30	30			10			70
<b>TOTALS</b>						30	30			10			70



Contract No.: I-17-4297

Consultant: AMES Engineering, Inc.

**EXHIBIT B: FEE CALCULATIONS**

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

$$\begin{array}{r} 3,088.00 \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ 45.58 \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{140,751.04}$$

Multiplier to be used on this project: \_\_\_\_\_ 2.80

Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

$$\text{DIRECT REGULAR SALARY TIMES MULTIPLIER } \$ \underline{394,102.91}$$

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

(For Prime Consultant listed above.)

$$\text{TOTAL DIRECT COSTS } \$ \underline{16,135.00}$$

**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ \_\_\_\_\_ -

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

$$\text{TOTAL SERVICES BY OTHERS } \$ \underline{-}$$

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

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

**ADDITIONAL SERVICES (Subconsultants)**

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

$$\text{TOTAL ADDITIONAL SERVICES } \$ \underline{-}$$

(Requires prior authorization before use)

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

$$\$ \underline{410,237.91}$$

Contract No.: I-17-4297 Consultant: AMES Engineering, Inc.

Date: 9/8/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 60 No. OF MONTHS  
 SCHEDULED START DATE: 11/1/2017  
 RAISE DATE: 1/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

Date	Date	Date	Date	Date	Date	Date
11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021		
2.0	12.0	12.0	12.0	12.0		
60.0	60.0	60.0	60.0	60.0		
3.33%	20.00%	20.00%	20.00%	20.00%		
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period		

**ESCALATION PER YEAR Year 6 through 10**

Date	Date	Date	Date	Date	Date	Date
1/1/2022 - 10/31/2022						
10.0						
60.0						
16.67%						
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		

The escalation factor for this project is: 100.00%

Contract No.: I-17-4297

Consultant: AMES Engineering, Inc.

Date: 9/8/2017

Escalation Factor: 100.00%  
(From Exhibit C-1)

**EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES**

DIRECT COST OVERTIME PREMIUM									
Total Estimated O/T Hours: 3,088.00 Average Premium O/T Hourly Rate: \$45.58 Total Overtime Premium:									
Total Estimated Work Hours: 3,088.00 Average Hourly Rate: \$45.58 Total Direct Labor: \$140,751.04									
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
No	Principal	\$50.00	\$70.00						
No	Project Manager	\$40.00	\$70.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$52.45	\$52.45	1,198.00			
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$46.67	\$46.67	1,075.00			
No	Staff Engineer/Planner	\$20.00	\$40.00						
No	Engineer /Accountant	\$20.00	\$60.00						
No	Senior Technical Specialist	\$25.00	\$60.00						
No	Technical Specialist	\$15.00	\$50.00	\$34.04	\$34.04	815.00			
No	Architect	\$30.00	\$70.00						
No	Realty Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						

EXHIBIT "1"

Contract No.: I-17-4297

Consultant: AMES Engineering, Inc.

Date: 9/8/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>							<b>DIRECT COST OVERTIME PREMIUM</b>		
<p>Total Estimated Work Hours: 3,088.00</p> <p>Average Hourly Rate: \$45.58</p> <p>Total Direct Labor \$140,751.04</p>		Escalated Average Hourly Rate for Classification (See Note B to Right)		Average Hourly Rate for Classification (See Note A to Right)		Estimated Work Hours (Including Overtime)		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
Classification Eligible for Premium Overtime?	No	Tollway MINIMUM Hourly Rate for Classification	\$8.25	Tollway MAXIMUM Hourly Rate for Classification	\$40.00				
	Admin/Clerical								

Contract No.: I-17-4297

Consultant: AMES Engineering, Inc.

Date: 9/8/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	President		\$50 - \$70
	Vice President		
Project Manager			\$40 - \$70
Senior Engineer/Planner	Sr Electrical Engineer	Brenda D Lowery	\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Ahsan Siddiqi	\$25 - \$60
	Project Engineer	Mirza M Baig	
	Project Engineer	Mir S Alikhan	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	CADD Technician	Syed Shafeeq-Ur Rahman	\$15 - \$50
	CADD Technician	Ramesh Vyas	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: I-17-4297 Consultant: AMES Engineering, Inc.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/2389762/12\\_LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_10012013.PDF](http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF)
  
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

none  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)      \$ 16,135.00**

## ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

## ALLOWABLE DIRECT COSTS

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."



## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

#### Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay\*\* - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-17-4297

Consultant: AMES Engineering, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

Project Engineer: Ahsan Siddiqi

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

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

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

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

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

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

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

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

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

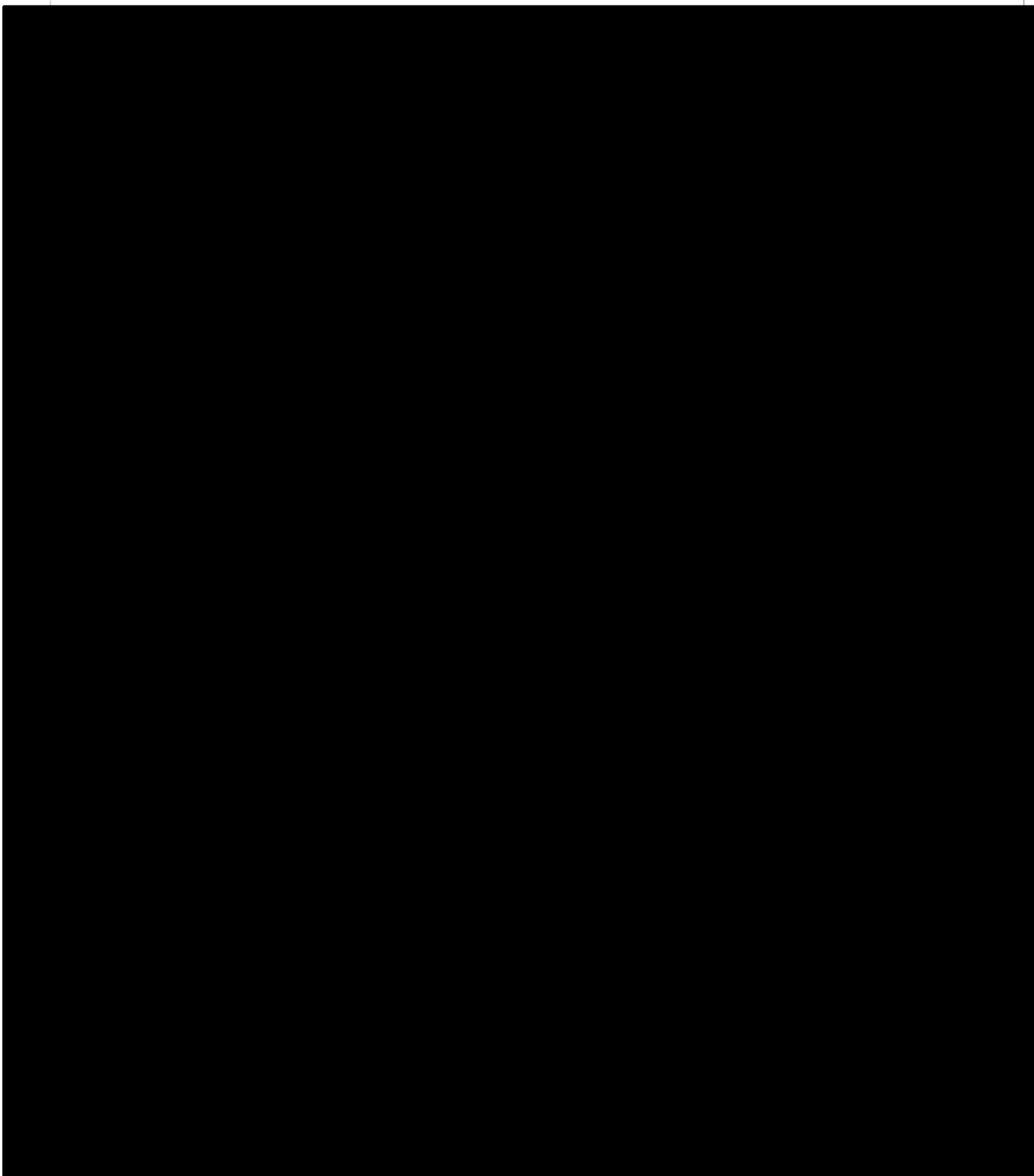
Classification: \_\_\_\_\_

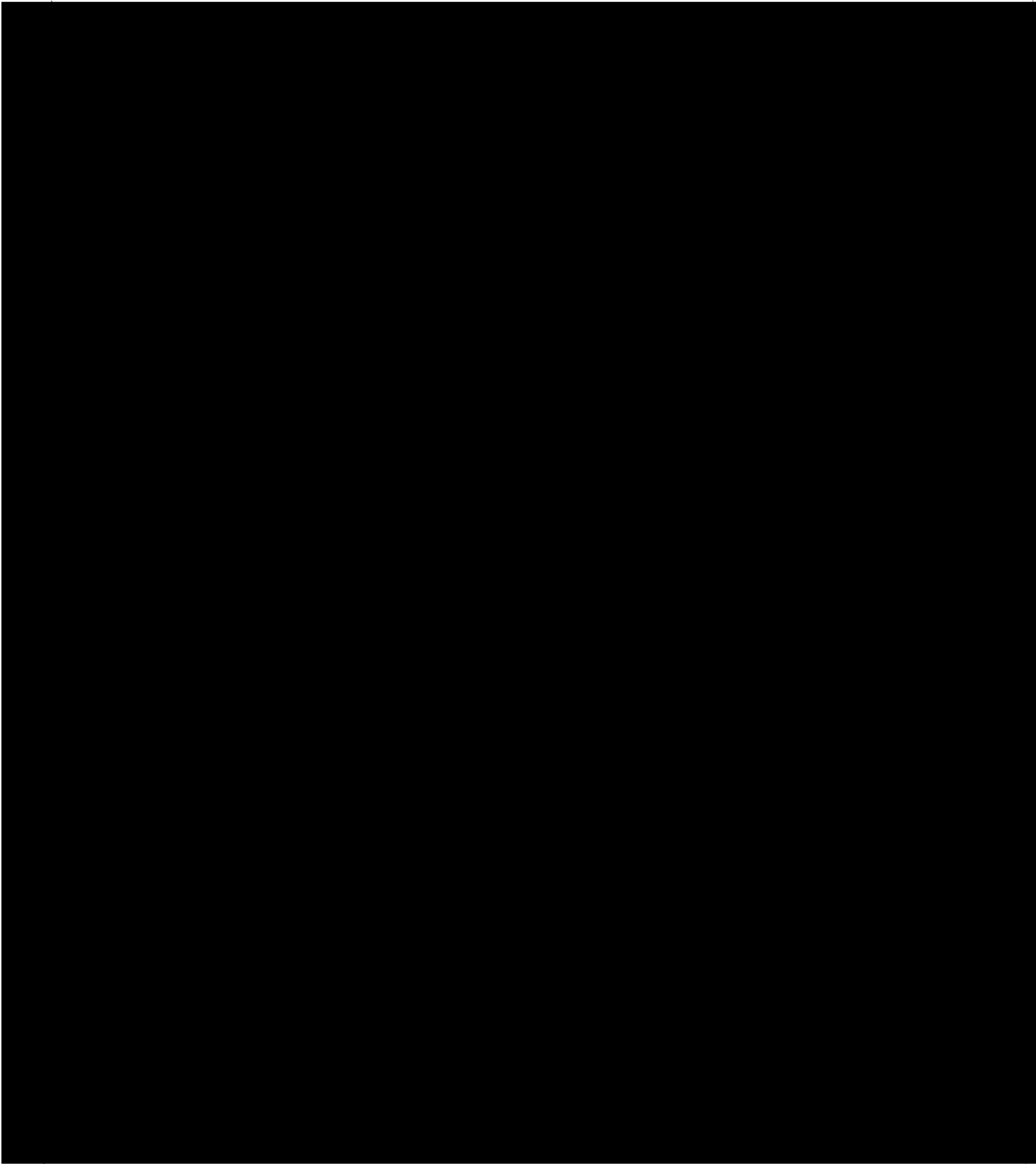
Name: \_\_\_\_\_

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

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

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





# **Attachment A Exhibit F Supplement**

## **Scope of Services**

**AMES Engineering, Inc. (SUBCONSULTANT)  
to Strand Associates, Inc. (ENGINEER)**

**Tri-State Tollway, Roadway Reconstruction,  
75th Street (M.P. 22.3) to I-55 Ramps (M.P. 24.1)**

Contract No. I-17-4297

**Illinois State Toll Highway Authority (TOLLWAY)**

September 8, 2017

## I. PROJECT DESCRIPTION

This project is to prepare Phase II engineering services for the preparation of contract drawings and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between 75th Street (M.P. 22.3) and I-55 Ramps (M.P. 24.1).

The scope of the proposed construction improvement includes: 1.8 miles of widened and reconstructed mainline roadway including seven ramps; bridge widening and rehabilitation / replacement; retaining walls; noise walls; new drainage structures and modification of existing drainage system; erosion control for construction zones; landscaping and soil erosion / sedimentation control measures; pavement markings, delineators and signage; new guardrail, anchors and terminals; roadway lighting; relocation of utilities; and other appurtenant and miscellaneous construction.

Services to be performed by SUBCONSULTANT include roadway design including lighting and signage and corresponding drawing and specification development. It is anticipated that services of SUBCONSULTANT will be performed for three separate construction contracts. Design and deliverables shall be in accordance with the TOLLWAY's Design Section Engineer Manual (DSE Manual), all manuals referred to in the DSE Manual, and other applicable design manuals, guidelines, and standards.

## II. SERVICES TO BE PERFORMED BY SUBCONSULTANT

- A. Advanced Engineering Study (AES) Review and Concept Design Report Finalization
  - 1. Review applicable portions of the AES as provided by the Design Corridor Manager (DCM).
  - 2. Develop updates to the concept design and assist ENGINEER in the Concept Design Report finalization as it pertains to the SUBCONSULTANT's scope of services.
  - 3. Review current DSE Manual and all applicable design criteria and standards.
  - 4. Review scope of construction on adjacent TOLLWAY contracts.
  - 5. Conduct field review to observe existing conditions of project site.
  
- B. Roadway Design, Drawings and Specification Development
  - 1. Perform temporary and permanent lighting design including preparation of photometric and voltage drop calculations for the gore areas, mainline roadway, and underpass locations. Underpass lighting at I-294 over I-55 will be performed under a separate TOLLWAY construction contract and is not included.
  - 2. Perform design for permanent ground mounted signs and other signage within the project limits. Overhead sign panels and overhead sign structures will be designed by OTHERS.
  - 3. Develop drawings, specifications, standard details, special details, and special provisions for the aforementioned lighting and signage.
  - 4. Meet with and assist ENGINEER, as appropriate, in developing the preliminary, pre-final, and final contract documents, design and quantity

- calculations, opinion of probable construction cost, and construction schedule pertaining to the scope of services of SUBCONSULTANT.
5. Assist ENGINEER with disposition of comments provided by the TOLLWAY and / or the DCM.
- C. Quality Assurance / Quality Control (QA/QC)
1. Develop a Consultant Quality Plan (CQP) in accordance with TOLLWAY guidelines. Submit the CQP to the ENGINEER.
  2. Execute internal QA/QC plan as defined in SUBCONSULTANT's CQP. Develop appropriate documentation.
  3. Assist ENGINEER in performing periodic reviews of SUBCONSULTANT's CQP.
- D. Administration
1. Develop monthly invoices and progress reports in accordance with TOLLWAY requirements. Submit invoices to ENGINEER.
  2. Assist ENGINEER in communication with the DCM, TOLLWAY, and other Design Section Engineers within the Tri-State Tollway corridor.
  3. Perform internal project management, technical direction of staff, and communication.
- E. Meetings
1. Attend up to sixteen internal project meetings with ENGINEER.
  2. Attend up to three milestone review meetings.
- F. Bidding Assistance
1. Assist ENGINEER in preparing responses to questions during advertisement.
  2. Assist ENGINEER in preparing addendum(s) as it pertains to the SUBCONSULTANT's scope of services.
  3. Assist ENGINEER in evaluating bid tabs as it pertains to the SUUBCONSULTANT's scope of services.

**EXHIBIT G**

Contract No. I-17-4297

AMES Engineering, Inc.

**CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Tollway PSB 13-4, Item 14-5704	Lighting, Roadway Design, ITS	\$560K	\$91K	2018
Tollway PSB 14-3, Item 7 RR- 14-5704	Various/Construction Inspection	\$340K	\$19K	2017
Tollway PSB 15-2, Item 3 I-15- 4655	Construction Inspection	\$450K	\$24K	2017
Tollway PSB 17-2, Item 8 RR- 16-4276	Phase II	\$100K	\$100K	2018
Tollway PSB 17-2, Item1 I-17-4274	Phase II	\$121K	\$121K	2019
Tollway PSB 17-3, Item 2 I-17- 4297	Phase II	Pending Negotiations	TBD	2022
Tollway PSB 17-3, Item 3 I-17- 4298	Phase II	Pending Negotiations	TBD	2022
Tollway PSB 17-3, Item 4 I-17- 4299	Phase II	Pending Negotiations	TBD	2022
Tollway PSB 17-3, Item 7 I-17- 4302	Phase II	Pending Negotiations	TBD	2022
Tollway PSB 17-3, Item 17 RR- 16-4282	Construction Inspection	Pending Negotiations	TBD	TBD
Tollway PSB 17-3, Item 24 I-17- 4682	Construction Inspection Upon Request	Pending Negotiations	\$360K	2020
IDOT-2 PTB 162, Item 21 C-92-041- 12	Various/Construction Inspection	\$116K	\$30K	2017



IDOT-1 PTB 162, Item 1 D-91- 376-14	Lightingm Pavement Marking, Signing, ADA Ramps	\$98K	\$1K	2017
IDOT-1 PTB 163, Item 17 D-91-268- 12	Phase II	Pending Negotiations	TBD	TBD
IDOT-1 PTB 164, Item 4 D-91-424- 12	Lighting/Traffic Signals	\$44K	\$10K	2017
IDOT-1 PTB 165, Item 8 D-91-12-13	Lighting/Traffic Signals	\$125K	\$15K	2017
IDOT-1 PTB 167, Item 14 D-91-177- 13	Civil/Ligjting Phase II	\$148K	\$61K	On Hold
IDOT-1 PTB 169, Item 3 D-91-010- 14	Lighting	\$40K	\$1K	2017
IDOT-1 PTB 169, Item 16 D-91-424- 13	Lighting	\$49K	\$38K	2017
IDOT-1 PTB 170, Item 2 D-91-116- 14	Lighting	\$13K	\$2K	2016
IDOT-1 PTB 174, Item 7 D-91-101- 15	Various Phase II	\$236K	\$1K	2017
IDOT-1 PTB 177, Item 5 D-91-013- 16	Traffic Control and Signage Review	\$240K	\$203K	2019
IDOT-1 PTB 178, Item 6 D-91-119- 16	Phase I, II and III Plan Review	\$417K	\$45K	2018
IDOT-1 PTB 181, Items D-91-477-16	Lighting	\$28K	\$28K	2019

Contract No.: I-17-4297

Consultant: AMES Engineering, Inc.

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10	<hr/>		
	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 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: Claassen, White & Associates, P.C.

Contract Number: I-17-4297

Proposal Date: 9/8/2017

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-17-4297 Consultant: Claassen, White & Associates, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Concept Verification													40	10		50
Advance Contract													400	440		840
NB Mainline Contract																
SB Mainline Contract																
<b>TOTALS</b>														450	440	890

Grand Total Exhibit A Hours **2,686**

Contract Number: I-17-4297 Consultant: Classen, White & Associates, P.C.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept Verification															
Advance Contract													40		
NB Mainline Contract			400	400											
SB Mainline Contract			400	400											
<b>TOTALS</b>			800	800									40		1640

Contract Number: I-17-4297 Consultant: Claassen, White & Associates, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept Verification															
Advance Contract								5							
NB Mainline Contract			40											25	
SB Mainline Contract			40											25	
<b>TOTALS</b>			80					5						50	
															135





Contract Number: I-17-4297

Consultant: Claassen, White & Associates, P.C.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2021												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Concept Verification																
Advance Contract																
NB Mainline Contract						10										10
SB Mainline Contract																
<b>TOTALS</b>						10										10

Contract Number: I-17-4297 Consultant: Claassen, White & 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					
Concept Verification																	
Advance Contract																	
NB Mainline Contract																	
SB Mainline Contract						10								1			11
<b>TOTALS</b>						10								1			11



Contract No.: I-17-4297 Consultant: Claassen, White & Associates, P.C.

Date: 9/8/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 60 No. OF MONTHS  
 SCHEDULED START DATE: 11/1/2017  
 RAISE DATE: 6/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

Date	Date	Date	Date	Date	Date	Date
11/1/2017	5/31/2018	6/1/2018	12/31/2018	1/1/2019	12/31/2019	1/1/2020
7.0	7.0	7.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0	60.0	60.0
11.67%	11.67%	11.67%	20.00%	20.00%	20.00%	20.00%
Escalation Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Sixth Period	Escalation Factor Seventh Period

**ESCALATION PER YEAR Year 6 through 10**

Date	Date	Date	Date	Date	Date	Date
1/1/2022	10/31/2022					
10.0	10.0					
60.0	60.0					60.0
16.67%						
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4297 Consultant: Claassen, White & Associates, P.C.

Date: 9/8/2017 Escalation Factor: 100.00%  
(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>										<b>DIRECT COST OVERTIME PREMIUM</b>			
										Total Estimated O/T Hours:			
										Average Premium O/T Hourly Rate:			
										Total Direct Labor	Total Overtime Premium:		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)					
No	Principal	\$50.00	\$70.00										
No	Project Manager	\$40.00	\$70.00	\$49.00	\$49.00	384.00							
No	Senior Engineer/Planner	\$40.00	\$70.00										
No	Resident Engineer	\$40.00	\$70.00										
No	Project Engineer/Planner	\$25.00	\$60.00										
No	Staff Engineer/Planner	\$20.00	\$40.00										
No	Engineer /Accountant	\$20.00	\$60.00	\$33.00	\$33.00	1,194.00							
No	Senior Technical Specialist	\$25.00	\$60.00	\$38.20	\$38.20	1,104.00							
No	Technical Specialist	\$15.00	\$50.00	\$26.42	\$26.42	1.00							
No	Architect	\$30.00	\$70.00										
No	Realty Specialists	\$20.00	\$70.00	\$23.00	\$23.00	1.00							
No	Intern	\$8.25	\$20.00	\$12.50	\$12.50	1.00							

Contract No.: I-17-4297 Consultant: Claassen, White & Associates, P.C.

Date: 9/8/2017 Escalation Factor: 100.00%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>						<b>DIRECT COST</b>		<b>OVERTIME PREMIUM</b>		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated Work Hours:	2,686.00	Total O/T Hours:	
							Average Hourly Rate:	\$37.41	Average Premium O/T Hourly Rate:	
							Total Direct Labor	\$100,483.26	Total Overtime Premium:	
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)		Escalated Average Premium Overtime Hourly Rate (See Note D to Right)	
							Estimated Work Hours (Including Overtime)	1.00	Estimated Overtime Hours (See Note D to Right)	

Contract No.: I-17-4297

Consultant: Claassen, White & Associates, P.C.

Date: 9/8/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal			\$50 - \$70
Project Manager	Surveyor (S4)	David A. Claassen	\$40 - \$70
	Surveyor (S4)	Rhonda J. White	
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner			\$25 - \$60
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Technician (T8)	Jason L. Shibley	\$20 - \$60
Senior Technical Specialist	Surveyor (S3)	Keith A. Gregory	\$25 - \$60
Technical Specialist	Surveyor (S1)	Martin E. Podrebarac	\$15 - \$50
	Technician (T6)	Jameson A. Hill	
	Technician (T6)	Benjamin J. Horrigan	
	Technician (T7)	Steve Charlton	
	Technician (T6)	Andrew J. Cofran	
	Technician (T7)	Matthew A. Smith	
Architect			\$30 - \$70
Realty Specialists	Technician (T5)	Walter V. Knych	\$20 - \$70
	Office Technician (OT3)	Joan M. Hadley	
Intern	Technician (T1)	Matthew D. Claassen	\$8.25 - \$20
	Technician (T1)	Brandon L. Wirkus	
Admin/Clerical	Administration (A3)	Catherine A. Claassen	\$8.25 - \$40

**Contract No.:** I-17-4297 **Consultant:** Claassen, White & 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.asp>
  
- B. ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/2389762/12\\_LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_10012013.PDF](http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF)
  
- C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

Mobil Lidar Scanner

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**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)** \$ 36,495.21



## ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

## **ALLOWABLE DIRECT COSTS**

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

#### Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay\*\*- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential	Actual Cost based on firm policy
--------------------	----------------------------------

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

#### NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-17-4297

Consultant: Claassen, White & 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: David A. Claassen, PLS

Classification: Survey

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

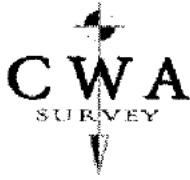
Classification: \_\_\_\_\_

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

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

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

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



**Claassen, White & Associates, P.C.**

LAND SURVEYORS

121 Airport Drive, Unit I, Joliet, Illinois 60431

(815) 744-3720 office (815) 744-3752 fax

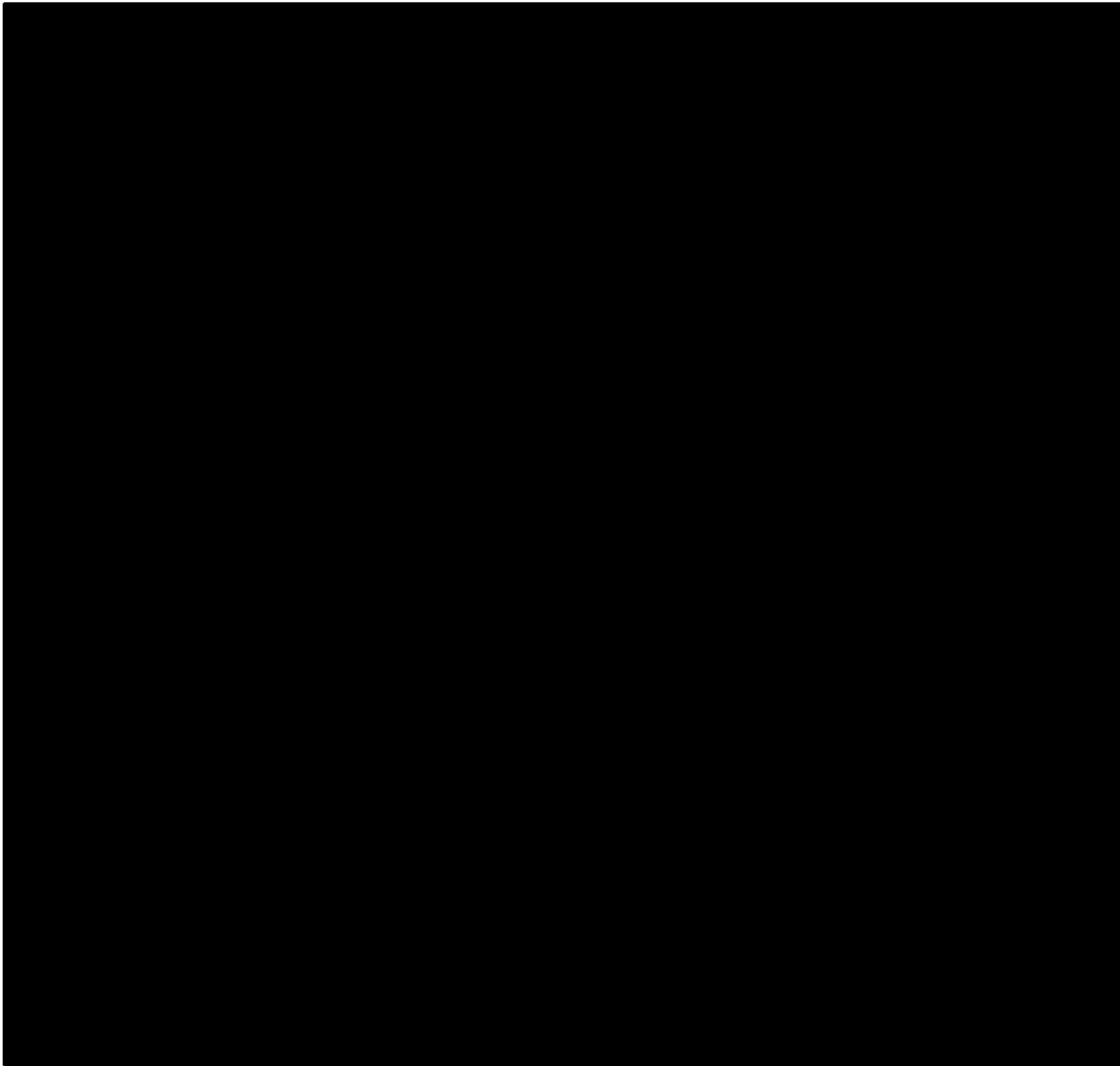
[claassenwhite@cwasurevey.com](mailto:claassenwhite@cwasurevey.com)

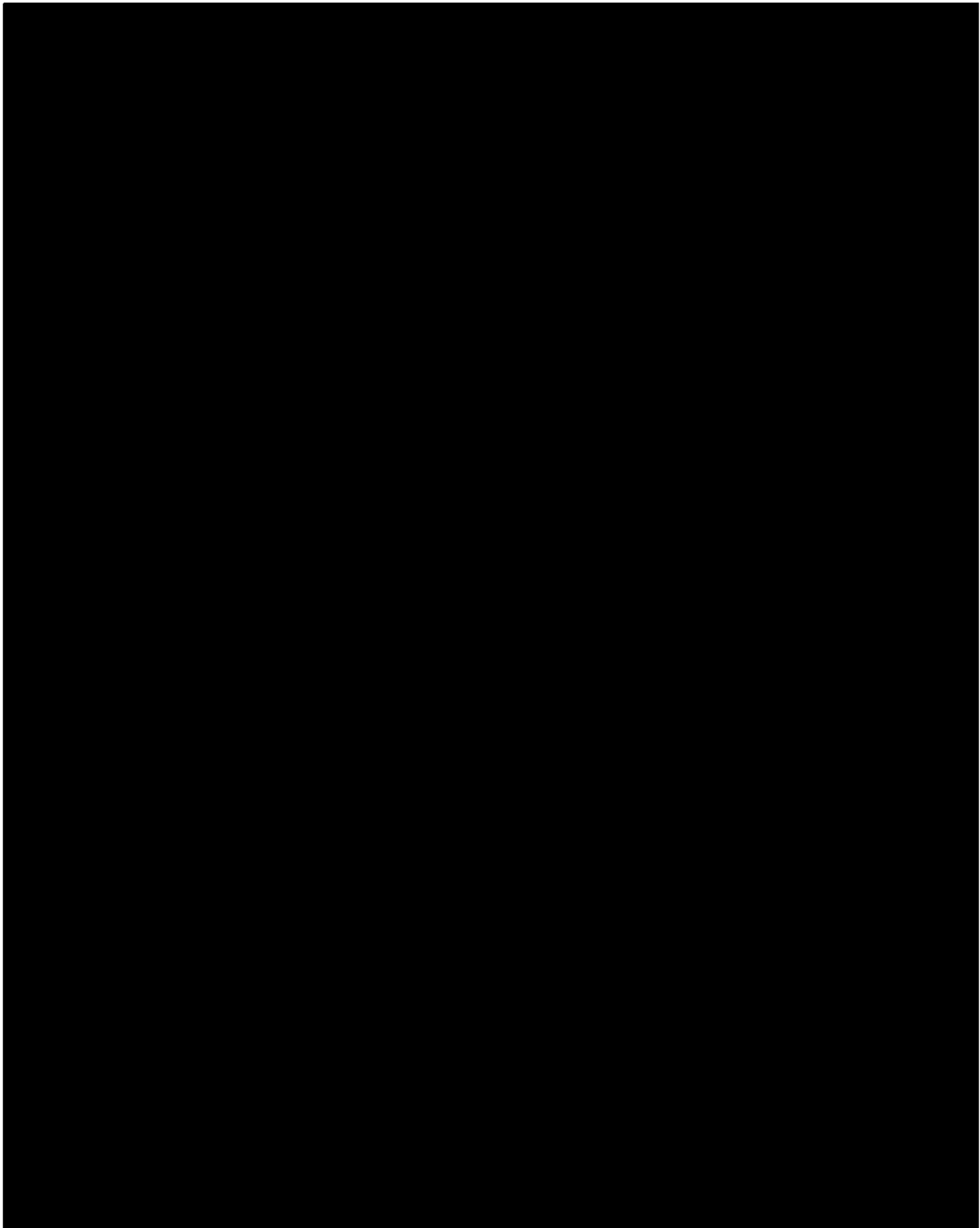
DBE, WBE, FBE certified

IDOT prequalified in Special Services (Surveying)

**David A. Claassen, PLS**

**Vice President, Principal, Project Manager**





# **Attachment A Exhibit F Supplement**

## **Scope of Services**

**Claassen White & Associates PC (SUBCONSULTANT)  
to Strand Associates, Inc. (ENGINEER)**

**Tri-State Tollway, Roadway Reconstruction,  
75th Street (M.P. 22.3) to I-55 Ramps (M.P. 24.1)**

**Contract No. I-17-4297**

**Illinois State Toll Highway Authority (TOLLWAY)**

**September 8, 2017**

## I. PROJECT DESCRIPTION

This project is to prepare Phase II engineering services for the preparation of contract drawings and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between 75th Street (M.P. 22.3) and I-55 Ramps (M.P. 24.1).

The scope of the proposed construction improvement includes: widened and reconstructed mainline roadway including seven ramps; bridge widening and rehabilitation / replacement; retaining walls; noise walls; new drainage structures and modification of existing drainage system; erosion control for construction zones; landscaping and soil erosion / sedimentation control measures; pavement markings, delineators and signage; new guardrail, anchors and terminals; roadway lighting; relocation of utilities; and other appurtenant and miscellaneous construction.

Services to be performed by SUBCONSULTANT include topographical survey, supplemental survey, land survey, and development of plats and legal descriptions. It is anticipated that services of SUBCONSULTANT will be performed within three separate construction contracts. Survey, design, and deliverables shall be in accordance with the TOLLWAY's Design Section Engineer Manual (DSE Manual), all manuals referred to in the DSE Manual, and other applicable design manuals, guidelines, and standards.

## II. SERVICES TO BE PERFORMED BY SUBCONSULTANT

- A. Topographical & Supplemental Survey
  1. Review applicable portions of Concept Design Report as provided by the Design Corridor Manager (DCM).
  2. Review available survey and aerial photography data from DCM.
  3. Assist ENGINEER in identifying supplemental survey needs.
  4. Arrange for and provide the necessary traffic control for supplemental survey. Communicate with the TOLLWAY to obtain approval for any required traffic control.
  5. Establish or review existing horizontal and vertical control points previously established by OTHERS and reconcile discrepancies.
  6. Perform supplemental and topographical survey including the following: mainline roadway, hydraulic survey at Flagg Creek, existing drainage structures, bridge structures, retaining walls, noise walls, utilities and tree survey, and other topography within the project limits. Electronic total stations, GPS, Terrestrial and Mobil Scanning will be utilized on this project.
  7. Develop consolidated basemap (combine existing survey and aerial photography by OTHERS and supplemental survey) in Microstation Select Series 4 in accordance with the current version of the TOLLWAY's Computer Aided Design and Drafting (CADD) Standards Manual.
  
- B. Land Survey, Plats & Legal Descriptions
  1. Perform boundary survey and land survey for twenty-two (22) parcels as identified by the DCM.



2. Arrange for and provide the necessary traffic control for land survey. Communicate with the TOLLWAY to obtain approval for any required traffic control.
  3. Develop plats and legal descriptions for twenty-two (22) parcels as identified by the TOLLWAY and / or DCM.
  4. Prepare all plat and legal description revisions requested by the TOLLWAY and / or DCM.
- C. Quality Assurance / Quality Control (QA/QC)
1. Develop a Consultant Quality Plan (CQP) in accordance with TOLLWAY guidelines. Submit the CQP to the ENGINEER.
  2. Execute internal QA/QC plan as defined in SUBCONSULTANT's CQP. Develop appropriate documentation.
  3. Assist ENGINEER in performing periodic reviews of SUBCONSULTANT's CQP.
- D. Administration
1. Develop monthly invoices and progress reports in accordance with TOLLWAY requirements. Submit invoices to ENGINEER.
  2. Assist ENGINEER in communication with the DCM, TOLLWAY, and other Design Section Engineers within the Tri-State Tollway corridor.
  3. Perform internal project management, technical direction of staff, and communication.
- E. Meetings
- Attend up to twelve (12) internal project meetings with ENGINEER.
  - Conduct in-house QA/QC meetings as needed.

Title services, recording of plats and legal descriptions, appraisals are not included and will be provided by the TOLLWAY

**EXHIBIT G****CONTRACT I-17-4297****Classsen, White & 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>
IDOT PTB 157/012 Sub to Wight	Willow Road Land Surveying/Topography	\$77,000	\$2,000	TBD
IDOT PTB 158/016 Sub to Strand	Various Phase I/II Projects Land Surveying/Topography	\$50,000	\$32,200	09/2016
IDOT PTB 160/003 Sub to Strand	Various Phase II Projects Land Surveying/Topography	\$150,000	85,000	09/2016
IDOT PTB 160/006 Prime	Various Land Surveys Land Acquisition	\$500,000	\$19,000	10/2016
IDOT PTB 161/017 Sub to Graef	Land Survey Various Land Acquisition	\$50,000	\$13,000	03/2016
IDOT PTB 161/020 Sub to American	Various Phase I/II Projects Land Surveying/Topography	\$50,000	\$41,000	07/2014
ISTHA PSB 11-4/15 Sub to RT&A	Survey and Acq Upon Request Land Acquisition/Surveying	\$850,000	\$375,000	03/2019
IDOT PTB 162/017 Sub to Jorgensen	Land Survey Various Land Acquisition	\$75,000	\$21,000	12/2017
IDOT PTB 162/023 Sub to Cardno TBE	Utility Relocation Various Land Surveying/Topography	\$50,000	\$9,000	05/2022
IDOT PTB 163/015 Sub to RT&A	Land Survey Various Land Acquisition	\$75,000	\$37,000	07/2016
IDOT PTB 164/009 Prime	Various Route Surveys Topography	\$500,000	\$19,000	08/2020
IDOT PTB 165/011 Sub to JJ Benes	IL 132 (Grand Ave.) Topography	\$26,710	\$2,250	TBD
IDOT PTB 166/002 Prime w/RT&A as sub	Illiana Expressway Corridor Land Acquisition Various	\$404,000	\$173,000	On Hold
IDOT PTB 169/019 Sub to Strand	Illinois Route 47 Topography	\$118,083	\$83,000	08/2019
IDOT PTB 169/025 Sub to Renwick	Various Phase I/II Project Land Surveying/Topography	\$30,000	\$30,000	11/2020
IDOT PTB 173/014 Sub to Cardno TBE	Subsurface Utility Engineering Surveying Various	\$800,000	\$484,000	01/2018
IDOT PTB 176/005 Prime	Various Route Surveys Topography	\$500,000	\$263,000	06/2019
IDOT PTB 178/005 Sub to RT&A	Land Survey Various Land Surveying	\$100,000	\$100,000	03/2019
IDOT PTB 180/004 Sub to So Deep	Subsurface Utility Engineering Surveying Various	\$1,600,000	\$1,578,148	11/2024
IDOT PTB 180/027 Sub to Hanson	Outdoor Advertising Control Program Services Various	UNKNOWN	UNKNOWN	UNKNOWN
IDOT PTB 183/002 Sub to RTA	Various Route Surveys Topography	\$100,000	\$100,000	UNKNOWN
IDOT PTB 184/013 Prime	Land Survey Various Land Acquisition	\$300,000	\$300,000	09/2022
ISTHA RR-16-4256 Sub to Patrick	I-355 Veterans Memorial Tollway Supplemental Survey	\$144,252	\$35,664	05/2022
ISTHA I-17-4297 Sub to Strand	I-294 Tri-State Tollway Land Survey	\$317,848	\$317,848	12/2022

EXHIBIT "1"

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

<p>1 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>2 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>7 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
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\*\* Additional services funds require prior authorization before use

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

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

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

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

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

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

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

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

<p>1</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	_____		Direct Costs	_____		Services by Others	_____		Additional Services **	_____		Total this Subconsultant (ULC)	\$ _____	-	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	_____		Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
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TOTAL Non-DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -  
 TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -  
 TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

## Contract Information Sheet

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

Consultant Name: EFK Moen, LLC

Contract Number: I-17-4297

Proposal Date: 9/8/2017

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-17-4297 Consultant: EFK Moen, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												Grand Total Exhibit A Hours	5,504
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS	
Concept Verification													40	50
Advance Contract											10			
NB Mainline Contract														
SB Mainline Contract														
<b>TOTALS</b>											10	40	50	

Contract Number: I-17-4297

Consultant: EFK Moen, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept Verification	100	100	100	100										400
Advance Contract						200	200	200	200	200	200	200	200	1400
NB Mainline Contract														
SB Mainline Contract														
<b>TOTALS</b>	100	100	100	100		200	200	200	200	200	200	200	200	1800

Contract Number: I-17-4297 Consultant: EFK Moen, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2019												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Concept Verification																	
Advance Contract	200	200	200					84							40		764
NB Mainline Contract	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	1200
SB Mainline Contract	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	1200
<b>TOTALS</b>	400	400	400	200	200	200	200	284	200	200	200	240	240	200	240	240	3164



Contract Number: I-17-4297 Consultant: EFK Moen, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept Verification														
Advance Contract														
NB Mainline Contract														
SB Mainline Contract														
<b>TOTALS</b>														0

Contract Number: I-17-4297 Consultant: EFK Moen, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept Verification															
Advance Contract															
NB Mainline Contract				100	100	20	20								240
SB Mainline Contract															
<b>TOTALS</b>				100	100	20	20								240

Contract Number: I-17-4297 Consultant: EFK Moen, 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			
Concept Verification															
Advance Contract															
NB Mainline Contract				100											
SB Mainline Contract					100	20	20			10					250
<b>TOTALS</b>				100	100	20	20			10					250

Contract No.: I-17-4297

Consultant: EFK Moen, LLC

**EXHIBIT B: FEE CALCULATIONS**

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

<u>5,504.00</u>	X	<u>\$ 49.71</u>	=	TOTAL DIRECT SALARY	\$ <u>273,603.84</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

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

**DIRECT REGULAR SALARY TIMES MULTIPLIER**      \$ 766,090.75

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

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS      \$ \$52,095.00

**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -

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

TOTAL SERVICES BY OTHERS      \$ -

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

\$ -  
(Requires prior authorization before use)

**ADDITIONAL SERVICES (Subconsultants)**

\$ -  
(Requires prior authorization before use)

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

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

\$ 818,185.75

Contract No.: I-17-4297 Consultant: EFK Moen, LLC

Date: 9/8/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 60 No. OF MONTHS  
 SCHEDULED START DATE: 11/1/2017  
 RAISE DATE: 6/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

Date	Date	Date	Date	Date	Date	Date
11/1/2017 - 5/31/2018	6/1/2018 - 5/31/2019	6/1/2019 - 5/31/2020	6/1/2020 - 5/31/2021	6/1/2021 - 5/31/2022		
7.0	12.0	12.0	12.0	12.0		
60.0	60.0	60.0	60.0	60.0		
11.67%	20.00%	20.00%	20.00%	20.00%		
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period		

**ESCALATION PER YEAR Year 6 through 10**

Date	Date	Date	Date	Date	Date	Date
6/1/2022 - 10/31/2022						
5.0						
60.0	60.0	60.0	60.0	60.0	60.0	60.0
8.33%						
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		

The escalation factor for this project is: 100.00%

Contract No.: I-17-4297

Consultant: EFK Moer, LLC

Date: 9/8/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>										<b><u>DIRECT COST</u></b>	
										<b><u>OVERTIME PREMIUM</u></b>	
										Total Estimated O/T Hours:	
										Average Premium O/T Hourly Rate:	
										Total Direct Labor	\$273,603.84
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only)	Estimated Overtime Hours (See Note D to Right)		
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	453.00					
No	Project Manager	\$40.00	\$70.00	\$64.42	\$64.42	910.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$48.92	\$48.92	1,229.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$32.51	\$32.51	455.00					
No	Staff Engineer/Planner	\$20.00	\$40.00								
No	Engineer /Accountant	\$20.00	\$60.00	\$54.27	\$54.27	1,182.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$38.00	\$38.00	1,000.00					
No	Technical Specialist	\$15.00	\$50.00	\$24.00	\$24.00	92.00					
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00	\$17.00	\$17.00	92.00					

Contract No.: I-17-4297

Consultant: EFK Moen, LLC

Date: 9/8/2017

Escalation Factor: 100.00%  
(From Exhibit C-1)

<u>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</u>							<u>DIRECT COST OVERTIME PREMIUM</u>	
Total Estimated Work Hours:		5,504.00		Total Estimated O/T Hours:				
Average Hourly Rate:		\$49.71		Average Premium O/T Hourly Rate:				
Total Direct Labor		\$273,603.84		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)				
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
No	Admin/Clerical	\$8.25	\$40.00	\$26.84	\$26.84	91.00		

Contract No.: I-17-4297

Consultant: EFK Moen, LLC

Date: 9/8/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

<b>Tollway Classification</b>	<b>Consultant Classification (specific to each company)</b>	<b>Consultant Employee Name (SEE NOTE 1 TO RIGHT)</b>	<b>Range per Hour</b>
Principal	Project Principal	Darrell Eilers	\$50 - \$70
	Project Principal	Paul J. (PJ) Kronlage	
	Project Principal	Linda Moen	
Project Manager	Project Manager	Jeff Church	\$40 - \$70
	Project Manager	Ron Dal Ponte	
	Project Manager	Shelley Dintelman	
	Project Manager	Chris Ferrante	
	Project Manager	Joe Havel	
	Project Manager	Chris Linneman	
	Project Manager	Bob Orange	
	Project Manager	Chris Williams	
Senior Engineer/Planner	Senior Project Engineer	Joanna Dardeen	\$40 - \$70
	Senior Project Engineer	Ryan Gall	
	Senior Project Engineer	Michelle Spillers	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Chris Chastain	\$25 - \$60
	Project Engineer	Steve Furrow	
	Project Engineer	Mike Tobiason	
	Project Engineer	Shirley Havel	
	Project Engineer	John Huebbe	
	Project Engineer	Mark Huebbe	
	Project Engineer	Angela Ng	
	Project Engineer	Jessy Rojas	
	Project Engineer	Lori Swank	
	Project Engineer	Maria Slick	
	Project Engineer	Kimberly White	
	Project Engineer	Alex Benz	
	Project Engineer	Alison MacNair	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Accountant	Theresa DeBarry	\$20 - \$60
Senior Technical Specialist	Senior Design Technician	Jennifer Archibald	\$25 - \$60
	Senior Design Technician	Dennis Brown	
	Senior Design Technician	Mike Kirchner	
	IT Manager	Terry Moen	
	Professional Land Surveyor	Randall Brickey	
	Professional Land Surveyor	James Bube	
Technical Specialist	Design Technician	Matthew Beahan	\$15 - \$50



Contract No.: I-17-4297

Consultant: EFK Moen, LLC

Date: 9/8/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

<b>Tollway Classification</b>	<b>Consultant Classification (specific to each company)</b>	<b>Consultant Employee Name (SEE NOTE 1 TO RIGHT)</b>	<b>Range per Hour</b>
	Surveyor	Neil Schaeffer	
	Surveyor	Paul Schaeffer	
	Surveyor	Lee Wiley	
	Surveyor	Matt Wiley	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern	Intern	Bianca Smith	\$8.25 - \$20
	Intern	Lauren Werkmeister	
	Intern	Ishaq Umer	
Admin/Clerical	Administrative	Jennifer Roeder	\$8.25 - \$40
	Administrative	Patti Williams	

Contract No.: I-17-4297 Consultant: EFK Moen, 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.asp>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/2389762/12\\_LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_10012013.PDF](http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF)
  
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

none  
\_\_\_\_\_  
\_\_\_\_\_  
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**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)      \$ 52,095.00**

## ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

## ALLOWABLE DIRECT COSTS

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

#### Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay\*\*- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-17-4297

Consultant: EFK Moen, 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: Joe Havel, PE

Classification: Maintenance of Traffic Design Engineer

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

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

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

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

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

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

**EFK♦Moen, LLC**

**Civil Engineering Design**

**Joe Havel, PE  
Vice President**

# **Attachment A Exhibit F Supplement**

## **Scope of Services**

**EFK Moen, LLC (SUBCONSULTANT)  
to Strand Associates, Inc. (ENGINEER)**

**Tri-State Tollway, Roadway Reconstruction,  
75th Street (M.P. 22.3) to I-55 Ramps (M.P. 24.1)**

Contract No. I-17-4297

**Illinois State Toll Highway Authority (TOLLWAY)**

September 8, 2017



## **I. PROJECT DESCRIPTION**

This project is to prepare Phase II engineering services for the preparation of contract drawings and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between 75th Street (M.P. 22.3) and I-55 Ramps (M.P. 24.1).

The scope of the proposed construction improvement includes: widened and reconstructed mainline roadway including seven ramps; bridge widening and rehabilitation / replacement; retaining walls; noise walls; new drainage structures and modification of existing drainage system; erosion control for construction zones; landscaping and soil erosion / sedimentation control measures; pavement markings, delineators and signage; new guardrail, anchors and terminals; roadway lighting; relocation of utilities; and other appurtenant and miscellaneous construction.

Services to be performed by SUBCONSULTANT include roadway and structural services including Bridge Condition Report (BCR) Review and technical memorandum development, design of maintenance of traffic (MOT), overhead sign structures, overhead sign panels, and corresponding drawing and specification development. It is anticipated that services of SUBCONSULTANT will be performed within three separate construction contracts. Design and deliverables shall be in accordance with the TOLLWAY's Design Section Engineer Manual (DSE Manual), all manuals referred to in the DSE Manual, and other applicable design manuals, guidelines, and standards.

## **II. SERVICES TO BE PERFORMED BY SUBCONSULTANT**

- A. Advanced Engineering Study (AES) Review and Concept Design Report Finalization
  - 1. Review applicable portions of the AES as provided by the Design Corridor Manager (DCM).
  - 2. Develop updates to the concept design and assist ENGINEER in the Concept Design Report finalization as it pertains to the SUBCONSULTANT's scope of services.
  - 3. Review current DSE Manual and all applicable design criteria and standards.
  - 4. Review scope of construction on adjacent TOLLWAY contracts.
  - 5. Provide right-of-way needs as it pertains to the scope of services of SUBCONSULTANT.
  - 6. Conduct field review to observe existing conditions of project site.
  
- B. BCR Review & Technical Memorandum
  - 1. Arrange for and provide the necessary traffic control for bridge observations for TOLLWAY Bridge Identification Numbers (I.D.) 193, 194, 195, 196, 243, and 244. Communicate with the Tollway to obtain approval for any required traffic control. It is anticipated that shoulder closures will be provided.
  - 2. Arrange for and provide the necessary equipment to perform bridge observations deemed appropriate to review BCR's developed by OTHERS, as part of the AES. Deck scans and top of deck observations that would necessitate lane closures are not included.

3. Review condition assessment and recommendations included in the BCR's for the aforementioned Bridge I.D. Numbers and develop technical memorandum to serve as an attachment to the BCR's. A life cycle cost analysis is not included.
- C. Retaining Wall Condition Review & Technical Memorandum
1. Arrange for and provide the necessary traffic control for retaining wall observations for TOLLWAY Wall Identification Number (I.D.) TS22.45R,SB. Communicate with the Tollway to obtain approval for any required traffic control.
  2. Arrange for and provide the necessary equipment to perform retaining wall observations deemed appropriate to review existing condition of retaining wall.
  3. Review condition assessment and recommendations included in the AES documents for the aforementioned Wall I.D. Number and develop technical memorandum.
- D. MOT Design
1. Review and update the concept level MOT traffic and staging option as included in the AES for the mainline construction contracts and for the advanced noise wall and retaining wall contract.
  2. Develop preferred MOT concept (including signage) to preliminary design level.
  3. Meet with and assist ENGINEER, as appropriate, in developing the preliminary design and quantity calculations, opinion of probable construction cost, and construction schedule as it applies to the scope of services of SUBCONSULTANT.
- E. Roadway Design, Drawings and Specification Development
1. Perform MOT design for stages of construction as defined in the AES.
  2. Develop contract drawings, specifications, standard details, special details, and special provisions for the MOT.
  3. Develop contract drawings, specifications, standard details, special details, and special provisions for permanent pavement markings for mainline construction contracts.
  4. Meet with and assist ENGINEER, as appropriate, in developing the preliminary, pre-final, and final contract documents, design and quantity calculations, opinion of probable construction cost, and construction schedule as it applies to the scope of services of SUBCONSULTANT.
  5. Assist ENGINEER in performing a constructability review of the preliminary roadway design of mainline construction contracts.
  6. Assist ENGINEER with disposition of comments provided by the TOLLWAY and / or the DCM.
- F. Structural Design, Drawings and Specification Development
1. Prepare contract drawings, specifications, standard details, special details, and special provisions for the structural repair of TOLLWAY Wall Identification Number (I.D.) TS22.45R,SB.

2. Prepare structural contract drawings, specifications, standard details, special details, and special provisions for the overhead sign structures. Communicate with ENGINEER and OTHERS throughout design.
  3. Review bridge design drawings prepared by OTHERS to review general compliance with the BCR recommendations.
  4. Meet with and assist ENGINEER, as appropriate, in developing the preliminary, pre-final, and final contract documents, design and quantity calculations, opinion of probable construction cost, and construction schedule as it applies to the scope of services of SUBCONSULTANT.
  5. Assist ENGINEER in performing a constructability review of the preliminary structure design of mainline construction contracts.
  6. Assist ENGINEER with disposition of comments provided by the TOLLWAY and / or the DCM.
- G. Overhead Sign Panel Design
1. Prepare contract drawings, specifications, standard details, special details, and special provisions for overhead sign panels. Communicate with ENGINEER and OTHERS regarding type and size of signage.
  2. Meet with and assist ENGINEER, as appropriate, in developing the preliminary, pre-final, and final contract documents, design and quantity calculations, opinion of probable construction cost, and construction schedule as it applies to the scope of services of SUBCONSULTANT.
- H. Value Management Study (VMS)
1. Attend VMS hosted by the DCM.
  2. Communicate with ENGINEER and OTHERS to generate responses to comments and inquiries from the VMS.
  3. Prepare technical memorandum to address comments and inquiries from the VMS related to the SUBCONSULTANT's scope of services.
- I. Quality Assurance / Quality Control (QA/QC)
1. Develop a Consultant Quality Plan (CQP) in accordance with TOLLWAY guidelines. Submit the CQP to the ENGINEER.
  2. Execute internal QA/QC plan as defined in SUBCONSULTANT's CQP. Develop appropriate documentation.
  3. Assist ENGINEER in performing periodic reviews of SUBCONSULTANT's CQP.
- J. Administration
1. Develop monthly invoices and progress reports in accordance with TOLLWAY requirements. Submit invoices to ENGINEER.
  2. Assist ENGINEER in communication with the DCM, TOLLWAY, and other Design Section Engineers within the Tri-State Tollway corridor.
  3. Perform internal project management, technical direction of staff, and communication.
- K. Meetings
1. Attend up to eight meetings with DCM and TOLLWAY to review submittals and design.

2. Attend up to fifteen internal project meetings with ENGINEER.
3. Attend one plan-in-hand review meeting at pre-final plan stage for each mainline contract.

L. Bidding Assistance

1. Assist ENGINEER in preparing responses to questions during advertisement.
2. Assist ENGINEER in preparing addendum(s) as it pertains to the SUBCONSULTANT's scope of services.
3. Assist ENGINEER in evaluating bid tabs as it pertains to the SUUBCONSULTANT's scope of services.

**EXHIBIT G**

**Contract No. I-17-4297**

**EFK Moen, 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>
PTB149-019	US 67 North of Monouth	\$2,124,307	\$1,398,000	6/1/2019
PTB156-033	II 19 over Vermillion River	\$375,167	\$111,000	6/1/2019
PTB158-022	I-74/CH 9	\$350,402	\$2,000	8/1/2018
PTB161-030	District 6 Various Work Orders	\$222,276	\$14,000	6/1/2019
PTB163-008	District 1 Various Work Orders	\$1,000,000	\$8,474	12/30/2017
PTB170-012	District 6 Various Work Orders	\$243,488	\$38,000	6/1/2019
PTB174-013	Poplar Street Complex Traffic Control	\$11,087	\$3,000	6/1/2019
PTB181-004	District 1 Various Work Orders	\$1,007,847	\$581,522	12/30/2017
PSB 13-2	RR-13-4117 - EW Connector	\$391,396	\$145,212	9/30/2017
PSB 14-3	RR-14-4222 - BNSF over I-294	\$227,040	\$141,269	6/30/2018
PSB 14-3	RR-14-4224	\$3,623,053	\$763,000	12/31/2017

Contract No.: I-17-4297

Consultant: EFK Moen, LLC

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

Table with 10 columns (1-10) and rows for Direct Labor, Direct Costs, Services by Others, Additional Services \*\*, and Total this Subconsultant (ULC). All values are zero.

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

Project No. I-17-4297

Consultant: EFK Moen, LLC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: Rubino Engineering, Inc.

Contract Number: I-17-4297

Proposal Date: 9/8/2017

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-17-4297

Consultant: Rubino Engineering, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2017												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept Verification													30	30	
Advance Contract													10	10	
NB Mainline Contract															
SB Mainline Contract															
<b>TOTALS</b>													10	30	40













Contract No.: I-17-4297 Consultant: Rubino Engineering, Inc.

Date: 9/8/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 60 No. OF MONTHS

SCHEDULED START DATE: 11/1/2017

RAISE DATE: 3/1/2018

PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

Date	Date	Date	Date	Date	Date	Date
11/1/2017 - 2/28/2018	3/1/2018 - 2/28/2019	3/1/2019 - 2/28/2020	3/1/2020 - 2/28/2021	3/1/2021 - 2/28/2022		
4.0	12.0	12.0	12.0	12.0	60.0	60.0
60.0	60.0	60.0	60.0	60.0	20.00%	20.00%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period		

**ESCALATION PER YEAR Year 6 through 10**

Date	Date	Date	Date	Date	Date	Date
3/1/2022 - 10/31/2022						
8.0						
60.0	60.0	60.0	60.0	60.0	60.0	60.0
13.33%	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		

The escalation factor for this project is: 100.00%



Contract No.: I-17-4297

Consultant: Rubino Engineering, Inc.

Date: 9/8/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>							<b>DIRECT COST OVERTIME PREMIUM</b>			
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated O/T		Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
							Hours:	Hours:		
No	Principal	\$50.00	\$70.00				832.00	10.00		
No	Project Manager	\$40.00	\$70.00	\$56.00	\$56.00	46.00				
No	Senior Engineer/Planner	\$40.00	\$70.00							
No	Resident Engineer	\$40.00	\$70.00							
No	Project Engineer/Planner	\$25.00	\$60.00	\$50.00	\$50.00	96.00				
No	Staff Engineer/Planner	\$20.00	\$40.00	\$31.00	\$31.00	378.00				
No	Engineer/Accountant	\$20.00	\$60.00							
No	Senior Technical Specialist	\$25.00	\$60.00							
Yes	Technical Specialist	\$15.00	\$50.00	\$38.00	\$38.00	237.00		19.00	10.00	
No	Architect	\$30.00	\$70.00							
No	Realty Specialists	\$20.00	\$70.00							
No	Intern	\$8.25	\$20.00							
<b>'Yes' must be selected in Column A</b>							<b>Total Direct Labor:</b>	<b>\$29,860.48</b>	<b>Total Overtime Premium:</b>	<b>\$190.00</b>
							<b>Total Estimated O/T Hours:</b>	<b>832.00</b>	<b>Average Premium O/T Hourly Rate:</b>	<b>\$19.00</b>

Contract No.: I-17-4297 Consultant: Rubino Engineering, Inc.

Date: 9/8/2017 Escalation Factor: 100.00%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>						<b>DIRECT COST</b>		
						<b>OVERTIME PREMIUM</b>		
						Total Estimated O/T Hours:	10.00	
						Average Premium O/T Hourly Rate:	\$19.00	
						Total Overtime Premium:	\$190.00	
						Total Estimated Work Hours:	832.00	
						Average Hourly Rate:	\$35.89	
						Total Direct Labor	\$29,860.48	
<b>'Yes' must be selected in Column A</b>								
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Admin/Clerical	\$8.25	\$40.00	\$23.50	\$23.50	75.00		

Contract No.: I-17-4297

Consultant: Rubino Engineering, Inc.

Date: 9/8/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal			\$50 - \$70
Project Manager	Professional Engineer	Michelle A. Lipinski, PE	\$40 - \$70
	Project Manager	Michael J Waldron	
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Projec Engineering	Blake Sloan	\$25 - \$60
Staff Engineer/Planner	Staff Engineer	Dan Chambers	\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	Project Manager	Sherilyn (Sheri) Kosmos	\$15 - \$50
	Project Administrator	Jenna Charak	
	Field Technician	Joe Kenny	
	Field Technician	Mark Przybyla	
	Field Technician	Timothy J. Dunne	
	Field Technician	Tony Rallo	
	Field Technician	Justin Watrobka	
	Field Technician	Christopher Petersen	
	Field Technician	Cassandra Rhoton	
	Field Technician	Andrew Rhoton	
	Laboratory Technician	Jim Villie	
	Laboratory Technician	Monica Ratiu	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Admin	Jenna Charak	\$8.25 - \$40

Contract No.: I-17-4297 Consultant: Rubino Engineering, Inc.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/2389762/12\\_LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_10012013.PDF](http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF)
  
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

Drilling / Sampling  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)      \$ 133,000.00**

## ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

## ALLOWABLE DIRECT COSTS

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/employees/travel/Pages/TravelReimbursement.aspx>
- \*\*Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

#### Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay\*\* - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-17-4297

Consultant: Rubino Engineering, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** Michelle A Lipinski, PE

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

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

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

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

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

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

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

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

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

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

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

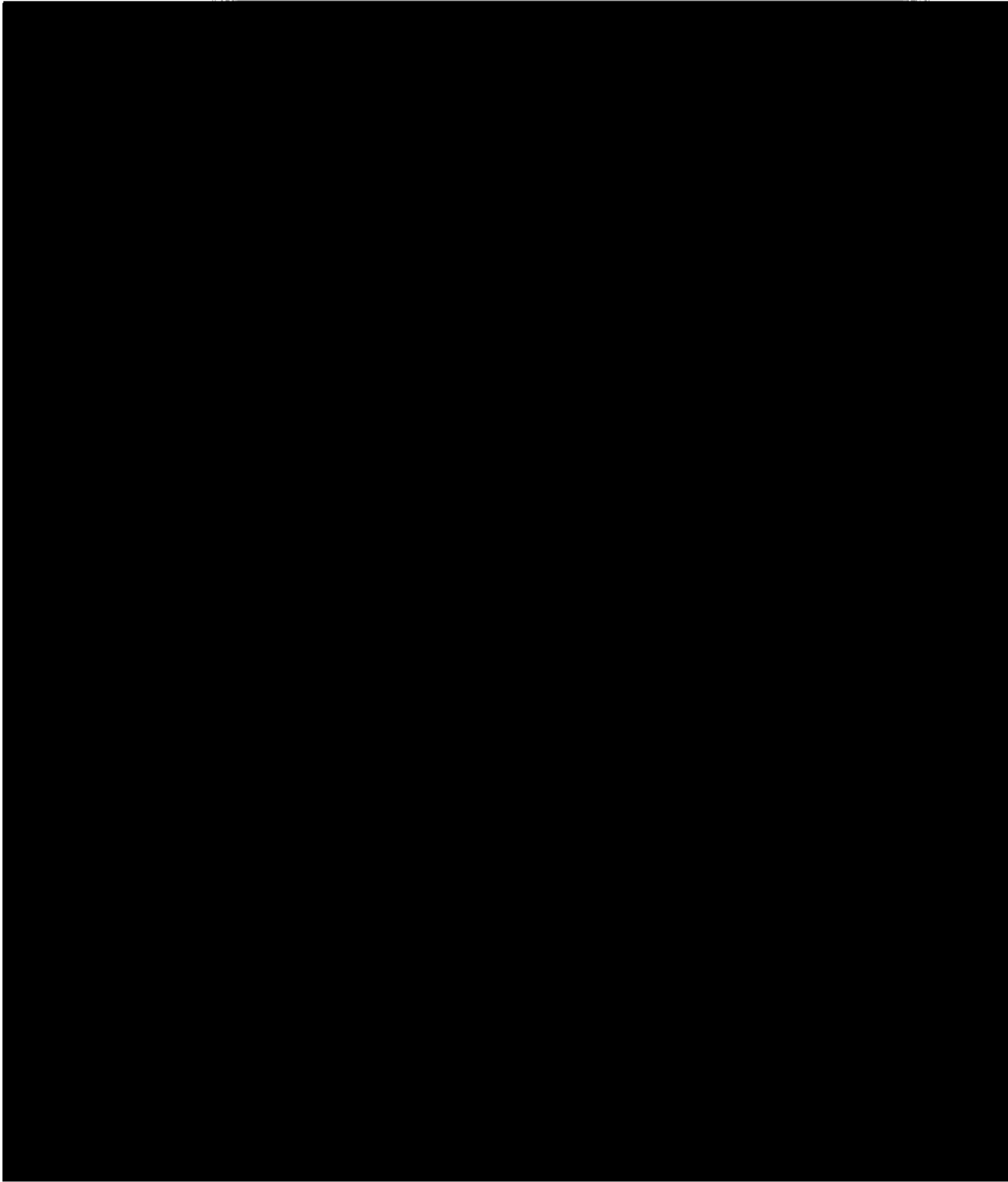
Name: \_\_\_\_\_

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

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

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





# **Attachment A Exhibit F Supplement**

## **Scope of Services**

**Rubino Engineering, Inc. (SUBCONSULTANT)  
to Strand Associates, Inc. (ENGINEER)**

**Tri-State Tollway, Roadway Reconstruction,  
75th Street (M.P. 22.3 to I-55 Ramps (M.P. 24.1))**

**Contract No. I-17-4297**

**Illinois State Toll Highway Authority (TOLLWAY)**

**September 8, 2017**

## I. PROJECT DESCRIPTION

This PROJECT is to prepare Phase II engineering services for the preparation of contract drawings and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between 75th Street (M.P. 22.3) and I-55 Ramps (M.P. 24.1).

The scope of the proposed construction improvement includes: widened and reconstructed mainline roadway including seven ramps; bridge widening and rehabilitation / replacement; retaining walls; noise walls; new drainage structures and modification of existing drainage system; erosion control for construction zones; landscaping and soil erosion / sedimentation control measures; pavement markings, delineators and signage; new guardrail, anchors and terminals; roadway lighting; relocation of utilities; and other appurtenant and miscellaneous construction.

Services to be performed by SUBCONSULTANT include soil sampling, geotechnical engineering and the development of roadway and structure geotechnical reports. Sampling and reporting shall be for the corridor and in accordance with the current version of the TOLLWAY's Geotechnical Manual. SUBCONSULTANT will also be responsible for executing the Partnering for Growth Program with Wang Engineering (WANG) as described in the Memorandum of understanding ("Exhibit E" from the ENGINEER's Professional Services Bulletin response).

## II. SERVICES TO BE PERFORMED BY SUBCONSULTANT

As the geotechnical and soil sampling scope of services is to be performed along with WANG, it is understood that the scope of services as follows will be ultimately be completed by SUBCONSULTANT and / or WANG. WANG will be responsible for the completion of services with assistance from SUBCONSULTANT.

- A. Preliminary Engineering Office and Field Activities
  - 1. Review applicable portions of the Advanced Engineering Study (AES) as provided by the Design Corridor Manager (DCM).
  - 2. Review geotechnical data, provided as part of the Advanced Engineering Study (AES) by OTHERS and prepare boring location drawings for the corridor.
- B. Geotechnical Drilling, Sampling, Coring, and Laboratory Testing
  - 1. Conduct geotechnical drilling, sampling, and laboratory testing for roadway investigation along mainline contract I-17-4297 (75<sup>th</sup> St to I-55 Ramps).
  - 2. Conduct geotechnical drilling, sampling, and laboratory testing for structure investigation along mainline contract I-17-4297 including bridges, retaining walls, noise walls, and lighting and sign structure foundations.
  - 3. Conduct environmental drilling, sampling, and laboratory testing for hazardous waste/ Clean Construction Demolition Debris (CCDD).
- C. Cone Penetrometer Testing (CPT)
  - 1. Perform CPT to obtain continuous soil profiling as well as refined pore pressure for roadway pavement design along mainline contract I-17-4297 (75th St to I-55 Ramps).

2. Perform CPT to obtain continuous soil profiling as well as refined pore pressure for structure designs along Mainline Contract including bridges, retaining walls, noise walls, and lighting and sign structure foundations.
- D. Report Preparation
1. Prepare desk study geotechnical report to review AES data and prepare boring location drawings.
  2. Prepare Roadway Geotechnical Report (RGR) for mainline contract I-17-4297, 75<sup>th</sup> St to I-55 Ramps.
  3. Prepare Structure Geotechnical Reports (SGRs) as follows:
    - Finalize SGR for Bridge 193, NB I-294 over Wolf Rd.
    - Finalize SGR for Bridge 194, SB I-294 over Wolf Rd.
    - Finalize SGR for Bridge 195, NB I-294 over Joliet Rd.
    - Finalize SGR for Bridge 196, SB I-294 over Joliet Rd.
    - Finalize SGR for Bridge 243, NB I-294 over Flagg Creek.
    - Finalize SGR for Bridge 244, SB I-294 over Flagg Creek.
    - Prepare SGR's for three new southbound retaining walls: PR-TS23.35R, PR-TS23.60R, and TS23.75R.
    - Prepare SGR's for one new northbound retaining wall PR-TS23.55R.
  4. Prepare Geotechnical Letter Reports (GLR's) for the following:
    - Noise walls, sign structures, and lighting foundations.
    - Potentially Impacted Properties (PIP's) as identified in the AES by OTHERS.
  5. Assist WANG in the development of assigned geotechnical reports and provide peer review.
- E. Assistance to ENGINEER
1. Meet with ENGINEER to review the developed reports and discuss design suggestions. Revise reports as necessary based on comments provided by ENGINEER, TOLLWAY, and DCM.
  2. Meet and communicate with ENGINEER, as appropriate, to assist in the design of foundations for bridges, retaining walls and noise walls, sign structures, lighting foundations, pavement structure, and slope stability.
  3. Review final roadway and structure drawings for general compliance with the geotechnical reports.
- F. Partnering for Growth Execution and Documentation
1. Develop Disadvantaged Business Enterprise (DBE) Partnering for Growth Agreement with WANG in accordance with TOLLWAY guidelines. Submit agreement to ENGINEER.
  2. Meet with and communicate with WANG as appropriate for the execution of the established DBE Partnering for Growth Agreement.
  3. Develop quarterly DBE Partnering for Growth Report in accordance with TOLLWAY guidelines. Submit report to ENGINEER.
  4. Develop DBE Partnering for Growth Mentor Final Assessment upon completion of the PROJECT.
- G. Quality Assurance / Quality Control (QA/QC)

1. Develop a Consultant Quality Plan (CQP) in accordance with TOLLWAY guidelines. Submit the CQP to the ENGINEER.
  2. Execute internal QA/QC plan as defined in SUBCONSULTANT's CQP. Develop appropriate documentation.
  3. Assist ENGINEER in performing periodic reviews of SUBCONSULTANT's CQP.
- H. Administration
1. Develop monthly invoices and progress reports in accordance with TOLLWAY requirements. Submit invoices to ENGINEER.
  2. Assist ENGINEER in communication with the DCM, TOLLWAY, and other Design Section Engineers within the Tri-State Tollway corridor.
  3. Perform internal project management, technical direction of staff, and communication.
- I. Meetings
1. Attend up to three meetings with DCM and TOLLWAY to review deliverables.
  2. Attend up to eight internal project meetings with ENGINEER.
  3. Attend periodic meetings with WANG to complete the scope of services of SUBCONSULTANT.

**EXHIBIT G**

**Contract No. I-17-4297**

**Rubino Engineering, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-17-4297	Geotechnical Investigation, Evaluation, and	\$216,799.34	\$216,799.34	12/31/2018
P-11007-111	Park 564 - Geotechnical	\$5,000.00	\$5,000.00	ON HOLD
I-13-4629	EOWA - Geotechnical	\$240,000.00	\$30,000.00	12/31/2017
I-17-4682	EOWA Construction Management Services Upon Request	\$240,000.00	\$240,000.00	12/31/2020

Contract No.: 1-17-4297

Consultant: Rubino Engineering, Inc.

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

<p>1 _____</p> <table border="0"><tr><td>Direct Labor</td><td>_____</td><td></td></tr><tr><td>Direct Costs</td><td>_____</td><td></td></tr><tr><td>Services by Others</td><td>_____</td><td></td></tr><tr><td>Additional Services **</td><td>_____</td><td></td></tr><tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr></table>	Direct Labor	_____		Direct Costs	_____		Services by Others	_____		Additional Services **	_____		Total this Subconsultant (ULC)	\$ _____	-	<p>6 _____</p> <table border="0"><tr><td>Direct Labor</td><td>_____</td><td></td></tr><tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr><tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr><tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr><tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr></table>	Direct Labor	_____		Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
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\*\* Additional services funds require prior authorization before use

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

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

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

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

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

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

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

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

1	<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table>	Direct Labor	_____		Direct Costs	_____		Services by Others	_____		Additional Services **	_____		Total this Subconsultant (ULC)	\$ _____	-	6	<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table>	Direct Labor	_____		Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
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TOTAL 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: SE3, LLC

Contract Number: I-17-4297

Proposal Date: 9/8/2017

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-17-4297 Consultant: SE3, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Concept Verification	100	100	100	100									400
Advance Contract						400	400	400	400	200	400	10	1410
NB Mainline Contract									200	200	400	400	1000
SB Mainline Contract													
<b>TOTALS</b>	100	100	100	100		400	400	400	400	400	400	410	2810





Contract Number: I-17-4297 Consultant: SE3, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2021												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Concept Verification																
Advance Contract																
NB Mainline Contract				60		10	10									80
SB Mainline Contract																
<b>TOTALS</b>				60		10	10									80

Contract Number: I-17-4297 Consultant: SE3, 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		
Concept Verification														
Advance Contract														
NB Mainline Contract						10	10							
SB Mainline Contract				60						7				87
<b>TOTALS</b>				60		10	10			7				87





Contract No.: I-17-4297 Consultant: SE3, LLC

Date: 9/8/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 60 No. OF MONTHS  
 SCHEDULED START DATE: 11/1/2017  
 RAISE DATE: 1/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

11/1/2017 - 12/31/2017	11/2018 - 12/31/2018	11/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021
Date	Date	Date	Date	Date
2.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0
3.33%	20.00%	20.00%	20.00%	20.00%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

11/2022 - 10/31/2022				
Date	Date	Date	Date	Date
10.0				
60.0				60.0
16.67%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4297

Consultant: SE3, LLC

Date: 9/8/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>										<b>DIRECT COST</b>	
										<b>OVERTIME PREMIUM</b>	
										Total Estimated O/T Hours:	
										Average Premium O/T Hourly Rate:	
										Total Overtime Premium:	
										Total Estimated Work Hours: 5,797.00	
										Average Hourly Rate: \$49.41	
										Total Direct Labor: \$286,429.77	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	85.00					
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	1,017.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$51.93	\$51.93	1,410.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.08	\$45.08	1,288.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$28.73	\$28.73	369.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$27.75	\$27.75	19.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$42.23	\$42.23	1,553.00					
No	Technical Specialist	\$15.00	\$50.00								
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
No	Admin/Clerical	\$8.25	\$40.00	\$22.65	\$22.65	56.00					

EXHIBIT "1"





## ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

## **ALLOWABLE DIRECT COSTS**

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

#### Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay\*\*- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential Actual Cost based on firm policy

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

#### NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-17-4297

Consultant: SE3, 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: \_\_\_\_\_



**Attachment A  
Exhibit F Supplement**

**Scope of Services**

**SE3, LLC (SUBCONSULTANT)  
to Strand Associates, Inc. (ENGINEER)**

**Tri-State Tollway, Roadway Reconstruction,  
75th Street (M.P. 22.3) to I-55 Ramps (M.P. 24.1)**

Contract No. I-17-4297

**Illinois State Toll Highway Authority (TOLLWAY)**

September 8, 2017

## **I. PROJECT DESCRIPTION**

This project is to prepare Phase II engineering services for the preparation of contract drawings and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between 75th Street (M.P. 22.3) and I-55 Ramps (M.P. 24.1).

The scope of the proposed construction improvement includes: widened and reconstructed mainline roadway including seven ramps; bridge widening and rehabilitation / replacement; retaining walls; noise walls; new drainage structures and modification of existing drainage system; erosion control for construction zones; landscaping and soil erosion / sedimentation control measures; pavement markings, delineators and signage; new guardrail, anchors and terminals; roadway lighting; relocation of utilities; and other appurtenant and miscellaneous construction.

Services to be performed by SUBCONSULTANT include roadway engineering services including barrier warrant analysis, barrier design assistance, design deviation reviews, three-dimensional (3-D) Computer Aided Drafting and Design (CADD) modeling assistance, and visual pavement condition survey. It is anticipated that services of SUBCONSULTANT will be performed within three separate construction contracts. Design and deliverables shall be in accordance with the TOLLWAY's Design Section Engineer Manual (DSE Manual), all manuals referred to in the DSE Manual, and other applicable design manuals, guidelines, and standards.

## **II. SERVICES TO BE PERFORMED BY SUBCONSULTANT**

- A. Advanced Engineering Study (AES) Review and Concept Design Report Finalization
  1. Review applicable portions of the AES as provided by the Design Corridor Manager (DCM).
  2. Develop updates to the concept design and assist ENGINEER in the Concept Design Report finalization as it pertains to the SUBCONSULTANT's scope of services.
  3. Review current DSE Manual and all applicable design criteria and standards.
  4. Perform evaluation of roadside obstacles and prepare a strip map that identifies Areas of Concern (AOC).
  5. Review level of barrier warrant analysis to be performed with the TOLLWAY and DCM.
  6. Review scope of construction on adjacent TOLLWAY contracts.
  7. Provide right-of-way needs as it pertains to the scope of services of SUBCONSULTANT.
  8. Conduct field review to observe existing conditions of project site.
  
- B. Barrier Warrant Analyses
  1. Provide supplemental survey information needed for preparing barrier warrant analyses.
  2. Perform barrier warrant analyses for necessary locations and installation of concrete barrier, guardrail, anchors, and terminals.

3. Prepare barrier warrant analyses for a total of twenty Level 3 analyses and thirteen Level 2 analyses for clear zone infractions in accordance with the DSE Manual.
  4. Update barrier warrant analyses to current criteria for final preparation, due to "shelving" the 95% design. Barrier warrant analysis report revisions due to construction changes are not included.
- C. Barrier Design Assistance
1. Assist ENGINEER in developing preliminary, pre-final, and final contract drawings, specifications, standard details, special details, and special provisions for barrier design to be performed and sealed by ENGINEER.
  2. Review contract drawings for general compliance with the approved Barrier Warrant Analyses.
- D. Design Deviation Review
1. Assist ENGINEER in developing design deviation documentation for up to fifteen design deviations.
  2. Review design deviations to be submitted to the TOLLWAY.
- E. Visual Pavement Condition Survey
1. Arrange for and provide the necessary traffic control for the visual pavement condition survey. Communicate with the Tollway to obtain approval for any required traffic control.
  2. Perform a visual pavement condition survey of existing mainline pavement and shoulders within the limits of the project. Color photos of typical and special conditions shall be provided to ENGINEER.
  3. Perform an update to visual pavement condition survey when design efforts resume from "shelving" the 95% design.
- F. Utility Relocation Design, Drawings and Specification Development
1. Develop and submit proposed utility relocation layout of municipal storm, sanitary, and water main to each utility owner for review and approval.
  2. Attend one field meeting with each utility owner, for up to twenty meetings, to discuss the proposed layout.
  3. Prepare contract drawings, specifications, standard details, special details, and special provisions for temporary and permanent utility relocations of storm sewers, water main, or sanitary sewers.
  4. Perform field reconnaissance as necessary for design of utility relocations.
  5. Communicate with Design Section Engineers of other contracts either within the improvement limits or abutting the improvement limits.
  6. Assist ENGINEER with communication with utility owners.
  7. Attend meetings with TOLLWAY, DCM and utility owners, for up to fifty meetings.
  8. Meet with and assist ENGINEER, as appropriate, in developing the preliminary, pre-final, and final contract documents, design and quantity calculations, opinion of probable construction cost, and construction schedule as it applies to the scope of services of SUBCONSULTANT.
  9. Assist ENGINEER with disposition of comments provided by the TOLLWAY and / or the DCM.

- G. 3-D CADD Modeling
  - 1. Assist ENGINEER in preparing 3-D CADD models of roadway and utility elements.
  - 2. Review 3-D CADD base models and on-going updates.
  
- H. Quality Assurance / Quality Control (QA/QC)
  - 1. Develop a Consultant Quality Plan (CQP) in accordance with TOLLWAY guidelines. Submit the CQP to the ENGINEER.
  - 2. Execute internal QA/QC plan as defined in SUBCONSULTANT's CQP. Develop appropriate documentation.
  - 3. Assist ENGINEER in performing periodic reviews of SUBCONSULTANT's CQP.
  
- I. Administration
  - 1. Develop monthly invoices and progress reports in accordance with TOLLWAY requirements. Submit invoices to ENGINEER.
  - 2. Assist ENGINEER in communication with the DCM, TOLLWAY, and other Design Section Engineers within the Tri-State Tollway corridor.
  - 3. Perform internal project management, technical direction of staff, and communication.
  
- J. Meetings
  - 1. Attend Concept Barrier Warrant Analysis meeting to present strip map listing of AOCs and expected level of analysis.
  - 2. Attend up to sixteen internal meetings with ENGINEER.
  - 3. Attend up to three meetings with DCM and TOLLWAY to review submittals and design.
  
- K. Bidding Assistance
  - 1. Assist ENGINEER in preparing responses to questions during advertisement.
  - 2. Assist ENGINEER in preparing addendum(s) as it pertains to the SUBCONSULTANT's scope of services.
  - 3. Assist ENGINEER in evaluating bid tabs as it pertains to the SUBCONSULTANT's scope of services.

**EXHIBIT G**

Contract No. I-17-4297

SE3, LLC

**CURRENT OBLIGATIONS FOR PROJECTS**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders) (*)	Fee Remaining To Be Earned (*)	Estimated Date of Completion
RR-10-9973	Illinois Tollway, GEC Contract	\$6,696,691.21	\$616,577.23	12/31/2017
PTB 159/11	IDOT, US 45 from IL 132 to Washington ST.	TBD	TBD	TBD
P-91-346-15	IDOT, Phase I Various Geometrics Program Management	\$83,402.63	\$ 6,124.63	5/31/2019
RR-16-4265	Illinois Tollway, DCM Contract	13,315,050.50	TBD	4/01/2023
D-91-008-14	IDOT, IL 47 from Charles Road to North of IL Route 120, Phase II	TBD	TBD	TBD
D-91-199-16	IDOT Phase II Various-Variou	TBD	TBD	TBD
MO-12-1237	Illinois Tollway, Pavement Management Services	\$135,000.00	\$1,944.68	12/31/2017
I-13-4613	Illinois Tollway, Elgin-O'Hare CUR, CM	\$500,000.00	\$10,647.14	12/31/2017
D-91-434-12	IDOT, Various/Variou Phase II Traffic Signal Design	\$400,000.00	\$43,637.83	06/30/2018
D-91-104-14	IDOT, Phase II Various-Variou	\$250,000	\$12,579.57	12/31/2017
P-91-119-14	IDOT, Various/ Variou Phase 1	\$103,566.18	\$ 13,425.02	8/31/2017
PTB 173/12	IDOT, Various/ Variou Phase II Traffic Signal Design	\$600,000	\$600,000	12/31/2019
PTB 164/4	IDOT, US 45 (Milburn Bypass)Phase II	\$157,886.21	\$1,137.64	12/31/2017
RR-13-4116	Illinois Tollway, I-88, Reconstruction, York to I-290	\$263,745.22	\$33,684.21	9/30/2017
P-91-120-14	IDOT, Various Phase I	TBD	TBD	TBD
RR-14-4223	Central Tri-State Tollway Master Plan	\$860,000.00	\$62,395.32	12/31/2017
I-15-4654	Illinois Tollway, Elgin O'Hare Western Access Corridor CUR, CM	\$300,000.00	\$56,895.83	2/28/2019
RR-16-9189	Systemwide Facilities CUR	\$248,000.00	\$120,754.85	12/31/2018
RR-16-4255	Roadway and Bridge Rehab, I-355, MP 12.3 to MP 22.3	\$653,569.90	\$456,337.73	11/30/2022
RR-16-4256	Roadway and Bridge Rehab, I-355, MP 22.3 to MP 29.8	\$255,484.00	\$213,111.51	11/30/2022
P-92-017-10	I-280 over the Mississippi River near Milan, PI/II	TBD	TBD	TBD
P-92-005-15	IDOT Various Phase I/II Projects	\$243,414.00	TBD	8/31/2020
I-17-4674	Tollway Westbound Collector Distributor Rd. Phase II	\$224,250.00	TBD	11/03/2019
I-17-4675	Tollway Eastbound Collector Distributor Rd. Phase II	\$92,500.00	TBD	12/31/2019

Rev 6/2016

Version 15

**EXHIBIT G**

Contract No. I-17-4297

SE3, LLC

**CURRENT OBLIGATIONS FOR PROJECTS**

<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-16-4276	Tollway Systemwide Design Services Upon Request. Phase II	\$100,000.00	TBD	5/31/2019
RR-13-4117	Tollway East West Connector CMS	\$213,000.00	TBD	5/31/2019
MO-17-1238	SW PRMS	TBD	TBD	TBD
I-17-4304	ISTHA I-294 DUR	TBD	TBD	TBD
I-17-4308	ISTHA I-294 ITS&Light Install, 95 <sup>th</sup> to Balmoral	TBD	TBD	TBD
I-17-4315	ISTHA I-294 CUR	TBD	TBD	TBD
I-17-4296	ISTHA I-294 Recon, 95 <sup>th</sup> to LaGrange	TBD	TBD	TBD
RR-17-4293	SW CUR	TBD	TBD	TBD
I-17-4297	ISTHA I-294 Recon, 75 <sup>th</sup> to I-55	TBD	TBD	TBD
I-17-4298	ISTHA I-294 Recon, I-55 Ramps to Ogden Ave	TBD	TBD	TBD
I-17-4302	ISTHA I-294 Recon, Bridge&Rehab, Wolf to O'hare Oasis	TBD	TBD	TBD

*TBD values, no contract has been executed as of the time of this submittal*

Contract No.: 1-17-4297

Consultant: SE3, LLC

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

<p>1 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>2 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>7 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>3 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>8 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>4 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>9 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
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\*\* Additional services funds require prior authorization before use

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

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

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

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

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

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

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

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

1	<table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	_____		Direct Costs	_____		Services by Others	_____		Additional Services **	_____		Total this Subconsultant (ULC)	\$ _____	-	6	<table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	_____		Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
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\*\* Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants:	\$ _____	-
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: Wang Engineering, Inc.

Contract Number: I-17-4297

Proposal Date: 9/8/2017

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-17-4297

Consultant: Wang Engineering, Inc.

Grand Total Exhibit A Hours 1,180

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2017												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Concept Verification														40	1,180	
Advance Contract													10			
NB Mainline Contract																
SB Mainline Contract																
<b>TOTALS</b>													10	40		50

Contract Number: I-17-4297 Consultant: Wang Engineering, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept Verification	20	20	10											50
Advance Contract	40	40	100	100	100	100	20	20	20	20				560
NB Mainline Contract				40	40	40	40	20	20	20				220
SB Mainline Contract				40	40	40	40	20	20	20				220
<b>TOTALS</b>	60	60	110	180	180	180	100	60	60	60				1050

Contract Number: I-17-4297

Consultant: Wang Engineering, Inc.

Wang Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept Verification															
Advance Contract								10							
NB Mainline Contract														8	26
SB Mainline Contract															
<b>TOTALS</b>								10					8	8	26

Contract Number: I-17-4297 Consultant: Wang Engineering, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												TOTAL HOURS																																																																																																																																																																																																																																																																										
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec																																																																																																																																																																																																																																																																											
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Contract Number: I-17-4297 Consultant: Wang Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Concept Verification																
Advance Contract																
NB Mainline Contract				10		8	8									26
SB Mainline Contract																
<b>TOTALS</b>				10		8	8									26

Contract Number: I-17-4297 Consultant: Wang Engineering, 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	
Concept Verification										2			2
Advance Contract													
NB Mainline Contract				10		8	8						
SB Mainline Contract													26
<b>TOTALS</b>				10		8	8			2			28

Contract No.: I-17-4297 Consultant: Wang Engineering, Inc.

**EXHIBIT B: FEE CALCULATIONS**

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

<u>1,180.00</u>	X	<u>\$ 40.94</u>	=	TOTAL DIRECT SALARY	\$	<u>48,309.20</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)				

Multiplier to be used on this project: \_\_\_\_\_ **2.80**  
 Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

**DIRECT REGULAR SALARY TIMES MULTIPLIER**      \$ 135,265.76

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

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS      \$184,697.00

**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ \_\_\_\_\_ -

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

TOTAL SERVICES BY OTHERS      \$ \_\_\_\_\_ -

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

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

ADDITIONAL SERVICES (Subconsultants)

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

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

**E. MAXIMUM ALLOWABLE FEE** (Upper Limit of Compensation)      \$ 319,962.76



Contract No.: I-17-4297 Consultant: Wang Engineering, Inc.

Date: 9/8/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 60 No. OF MONTHS  
 SCHEDULED START DATE: 11/1/2017  
 RAISE DATE: 1/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

Date	Date	Date	Date	Date	Date	Date
11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021		
2.0	12.0	12.0	12.0	12.0		
60.0	60.0	60.0	60.0	60.0		
3.33%	20.00%	20.00%	20.00%	20.00%		
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period		

**ESCALATION PER YEAR Year 6 through 10**

Date	Date	Date	Date	Date	Date	Date
1/1/2022 - 10/31/2022						
10.0						
60.0	60.0	60.0	60.0	60.0	60.0	60.0
16.67%						
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		

The escalation factor for this project is: 100.00%

Contract No.: I-17-4297

Consultant: Wang Engineering, Inc.

Date: 9/8/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>										<b><u>DIRECT COST</u></b>	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
							Estimated Work Hours	Estimated O/T Premium:			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	6.00	1,180.00				
No	Project Manager	\$40.00	\$70.00	\$65.75	\$65.75	52.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$65.75	\$65.75	204.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$39.17	\$39.17	340.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$28.32	\$28.32	386.00					
No	Engineer /Accountant	\$20.00	\$60.00								
No	Senior Technical Specialist	\$25.00	\$60.00								
No	Technical Specialist	\$15.00	\$50.00	\$27.24	\$27.24	140.00					
No	Architect	\$30.00	\$70.00	\$62.69	\$62.69	43.00					
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
							Total Estimated Work Hours:	1,180.00			
							Average Hourly Rate:	\$40.94			
							Total Direct Labor	\$48,309.20			
							Total Estimated O/T Hours:				
							Average O/T Premium Hourly Rate:				
							Total Overtime Premium:				

Contract No.: I-17-4297

Consultant: Wang Engineering, Inc.

Date: 9/8/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

<u>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</u>							<u>DIRECT COST</u>	
							<u>OVERTIME PREMIUM</u>	
<p>Total Estimated Work Hours: 1,180.00</p> <p>Average Hourly Rate: \$40.94</p> <p>Total Direct Labor: \$48,309.20</p>							Total Estimated O/T Hours:	
							Average Premium O/T Hourly Rate:	
							Total Overtime Premium:	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Admin/Clerical	\$8.25	\$40.00	\$32.87	\$32.87	9.00		

Contract No.: I-17-4297

Consultant: Wang Engineering, Inc.

Date: 9/8/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal-in-Charge	Iordache, Liviu	\$50 - \$70
	Vice President	Farez, Corina	
Project Manager	Project Manager	Snider, Mickey	\$40 - \$70
Senior Engineer/Planner	Senior Engineer	Kurnia, Andri	\$40 - \$70
		Seyhun, Metin	
		Syfert, Gregory	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer/Project Geologist	Balakumaran, Sivaneswary	\$25 - \$60
		Bista, Hemanta	
		Datz, Eric	
		Davis, Nathan	
		Gorlagunta, Ravi	
		KC, Ramesh	
		Hamad, Azza	
		Marin, Cornelia	
Staff Engineer/Planner	Project Assistant Engineer/Assistant Geologist	Bozga, Francisc	\$20 - \$40
		Foote, James	
		Ramunajan, Sai	
		Rowells, Jessica	
		Schmelzel, Michael	
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	Laboratory Technician	Iordache, Corina	\$15 - \$50
		Mohammed, Asifuddin	
Architect	QC/QA Reviewer	Kothawala, Mohammed	\$30 - \$70
		Wang, Jerry	
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Project Administrative Assistant	Davis, Chad	\$8.25 - \$40
		Toner, Daniel	



## ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

## **ALLOWABLE DIRECT COSTS**

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

#### Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay\*\*- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.



Contract No.: I-17-4297

Consultant: Wang Engineering, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

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

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

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

Others: Name: Mickey Snider, PE

Classification: Geotechnical Lead

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

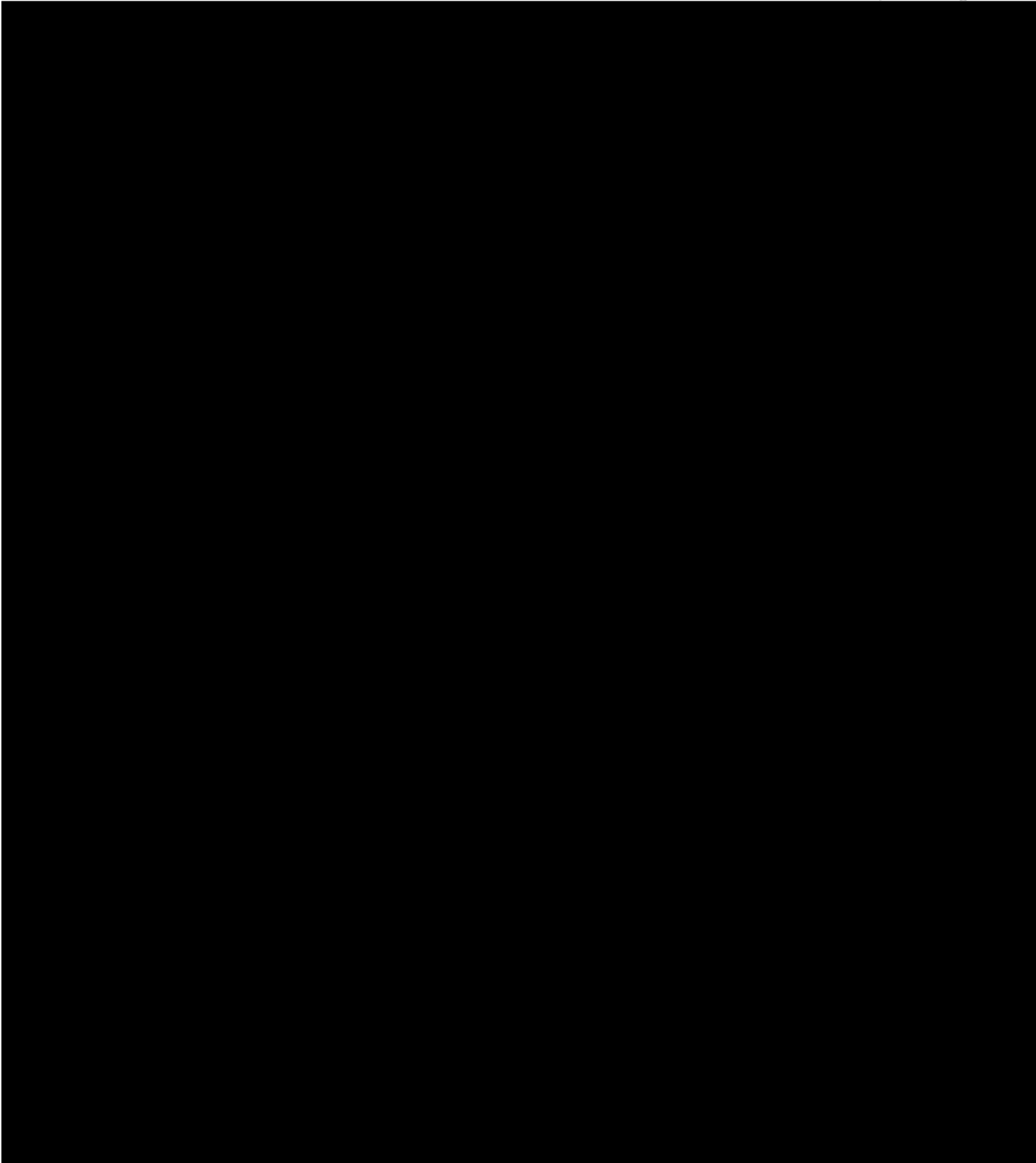
Classification: \_\_\_\_\_

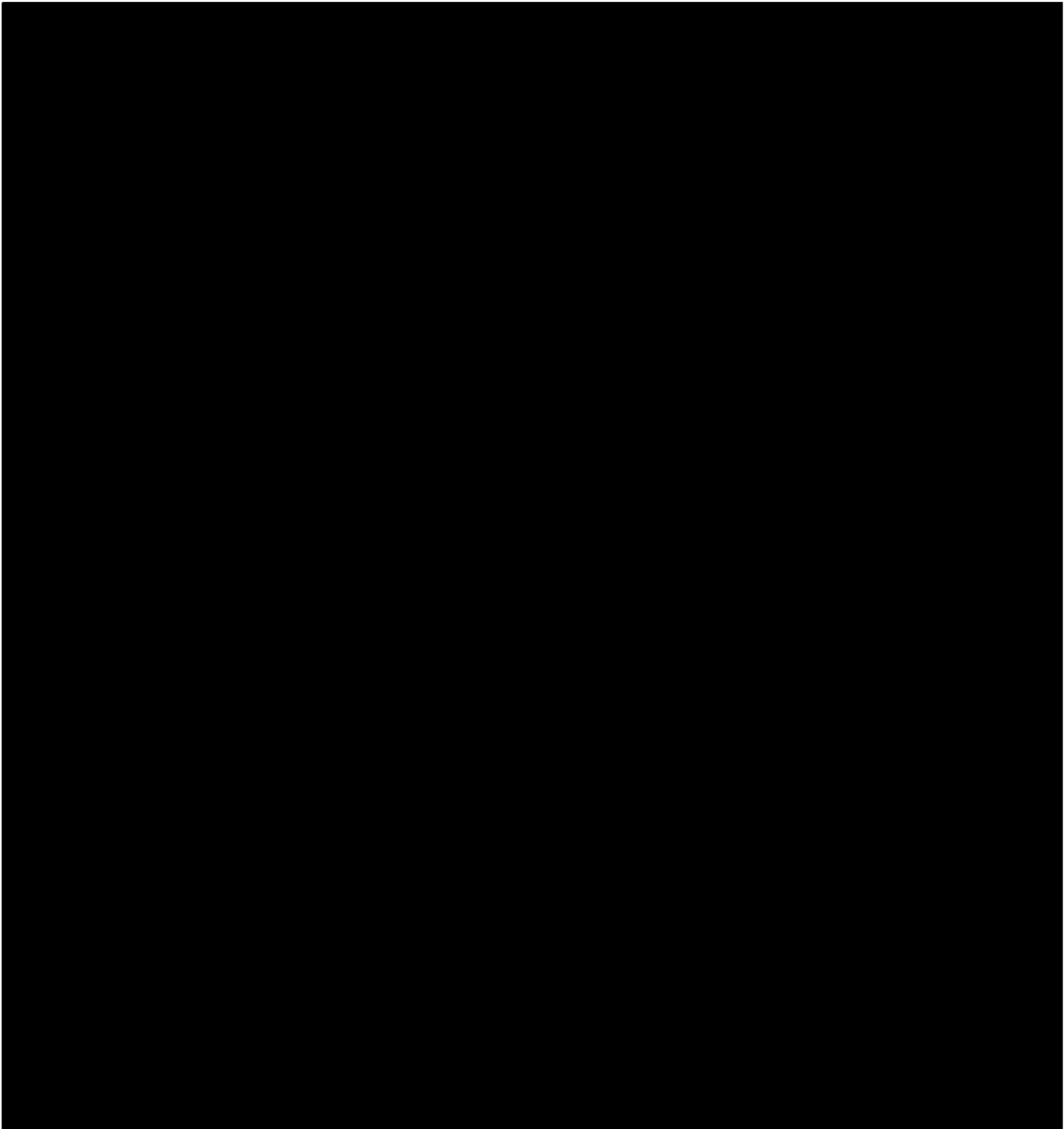
Name: \_\_\_\_\_

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

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

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





**EXHIBIT F**

**Contract No. I-17-4297**

**Wang Engineering, Inc.**

**SCOPE OF SERVICES**

See Attachment A Exhibit F Supplement for Scope of Services.

# **Attachment A Exhibit F Supplement**

## **Scope of Services**

**Wang Engineering, Inc. (SUBCONSULTANT)  
to Strand Associates, Inc. (ENGINEER)**

**Tri-State Tollway, Roadway Reconstruction,  
75th Street (M.P. 22.3) to I-55 Ramps (M.P. 24.1)**

Contract No. I-17-4297

**Illinois State Toll Highway Authority (TOLLWAY)**

September 8, 2017

## **I. PROJECT DESCRIPTION**

This project is to prepare Phase II engineering services for the preparation of contract drawings and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between 75th Street (M.P. 22.3) and I-55 Ramps (M.P. 24.1).

The scope of the proposed construction improvement includes: widened and reconstructed mainline roadway including seven ramps; bridge widening and rehabilitation / replacement; retaining walls; noise walls; new drainage structures and modification of existing drainage system; erosion control for construction zones; landscaping and soil erosion / sedimentation control measures; pavement markings, delineators and signage; new guardrail, anchors and terminals; roadway lighting; relocation of utilities; and other appurtenant and miscellaneous construction.

Services to be performed by SUBCONSULTANT include soil sampling, geotechnical engineering and the development of roadway and structure geotechnical reports. Sampling and reporting shall be for the corridor and in accordance with the current version of the TOLLWAY's Geotechnical Manual. SUBCONSULTANT will also be responsible for executing the Partnering for Growth Program with Rubino Engineering (RUBINO) as described in the Memorandum of understanding ("Exhibit E" from the ENGINEER's Professional Service Bulletin response).

## **II. SERVICES TO BE PERFORMED BY SUBCONSULTANT**

As the geotechnical and soil sampling scope of services is to be performed along with RUBINO, the scope of services as follows will be ultimately be completed by SUBCONSULTANT and / or RUBINO. As SUBCONSULTANT is the lead SUBCONSULTANT identified, SUBCONSULTANT will be responsible for the completion of services with assistance from RUBINO.

- A. Preliminary Engineering Office and Field Activities
  - 1. Review applicable portions of the Advanced Engineering Study (AES) as provided by the Design Corridor Manager (DCM).
  - 2. Review geotechnical data, provided as part of the Advanced Engineering Study (AES) by OTHERS and prepare boring location drawings for the corridor.
  
- B. Geotechnical Drilling, Sampling, Coring, and Laboratory Testing
  - 1. Conduct geotechnical drilling, sampling, and laboratory testing for roadway investigation along mainline contract I-17-4297 (75<sup>th</sup> St to I-55 Ramps).
  - 2. Conduct geotechnical drilling, sampling, and laboratory testing for structure investigation along mainline contract I-17-4297 including bridges, retaining walls, noise walls, and lighting and sign structure foundations.
  - 3. Conduct environmental drilling, sampling, and laboratory testing for hazardous waste/ Clean Construction Demolition Debris (CCDD).
  
- C. Report Preparation

1. Perform desk study geotechnical report to review AES data and prepare boring location drawings.
  2. Prepare Roadway Geotechnical Report (RGR) for mainline contract I-17-4297, 75<sup>th</sup> St to I-55 Ramps.
  3. Prepare Structure Geotechnical Reports (SGRs) as follows:
    - Finalize SGR for Bridge 193, NB I-294 over Wolf Rd.
    - Finalize SGR for Bridge 194, SB I-294 over Wolf Rd.
    - Finalize SGR for Bridge 195, NB I-294 over Joliet Rd.
    - Finalize SGR for Bridge 196, SB I-294 over Joliet Rd.
    - Finalize SGR for Bridge 243, NB I-294 over Flagg Creek.
    - Finalize SGR for Bridge 244, SB I-294 over Flagg Creek.
    - Prepare SGR's for three new southbound retaining walls: PR-TS23.35R, PR-TS23.60R, and TS23.75R.
    - Prepare SGR's for one new northbound retaining wall PR-TS23.55R.
  4. Prepare Geotechnical Letter Reports (GLR's) for the following:
    - Noise walls, sign structures, and lighting foundations.
    - Potentially Impacted Properties (PIP's) as identified in the AES by OTHERS.
  5. Assist RUBINO in the development of assigned geotechnical reports and provide peer review.
- D. Assistance to ENGINEER
1. Meet with ENGINEER to review the developed reports and discuss design suggestions.
  2. Meet and communicate with ENGINEER, as appropriate, to assist in the design of foundations for bridges, retaining walls and noise walls, sign structures, lighting foundations, pavement structure, and slope stability.
  3. Review final roadway and structure drawings for general compliance with the geotechnical reports.
- E. Partnering for Growth Execution and Documentation
1. Develop Disadvantaged Business Enterprise (DBE) Partnering for Growth Agreement with RUBINO in accordance with TOLLWAY guidelines. Submit agreement to ENGINEER.
  2. Meet with and communicate with RUBINO as appropriate for the execution of the established DBE Partnering for Growth Agreement.
  3. Develop quarterly DBE Partnering for Growth Report in accordance with TOLLWAY guidelines. Submit report to ENGINEER.
  4. Develop DBE Partnering for Growth Mentor Final Assessment upon completion of the PROJECT.
- F. Quality Assurance / Quality Control (QA/QC)
1. Develop a Consultant Quality Plan (CQP) in accordance with TOLLWAY guidelines. Submit the CQP to the ENGINEER.
  2. Execute internal QA/QC plan as defined in SUBCONSULTANT's CQP. Develop appropriate documentation.
  3. Assist ENGINEER in performing periodic reviews of SUBCONSULTANT's CQP.

G. Administration

1. Develop monthly invoices and progress reports in accordance with TOLLWAY requirements. Submit invoices to ENGINEER.
2. Assist ENGINEER in communication with the DCM, TOLLWAY, and other Design Section Engineers within the Tri-State Tollway corridor.
3. Perform internal project management, technical direction of staff, and communication.

H. Meetings

1. Attend up to three meetings with DCM and TOLLWAY to review deliverables.
2. Attend up to eight internal project meetings with ENGINEER.
3. Attend periodic meetings with RUBINO to complete the scope of services of SUBCONSULTANT.



**EXHIBIT G**

**Contract No. I-17-4297**

**Wang Engineering, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
D-91-408-11 PTB 159-001 Wang 630-08-01	Geotechnical Engineering Services	\$ 787,411.00	\$ 426,439.00	Dec-17
D-91-227-13 PTB 163-001 Wang 1100-04-01	Geotechnical Engineering Services	\$ 2,226,189.00	\$ 35,011.00	Dec-20
D-91-177-13 PTB 167-14 WBK	Geotechnical Engineering Services	TBD	TBD	
D-91-314-13 PTB 168-07 Wang 486-17-xx	Geotechnical Engineering Services	\$ 91,734.07	\$ -	Dec-18
P-91-320-13 PTB 168-09 Ciorba	Geotechnical Engineering Services	TBD	TBD	
D-91-023-14 PTB 169-18 Wang 168-05-01	Geotechnical Engineering Services	\$ 520,193.00	\$ 456,378.63	Dec-18
D-91-011-14 PTB 169-19 Wang Strand	Geotechnical Engineering Services	TBD	TBD	
P-94-018-13 / D-4-018-13 PTB 169-29 Wang 414-09-01	Geotechnical Engineering Services	\$ 64,865.00	\$ 56,342.00	Dec-18
D-91-459-14 PTB 173-10 Wang 491-02-xx	Geotechnical Engineering Services	\$ 122,779.00	\$ 8,915.52	Dec-18
D-91-101-15 PTB 174-07 Wang 811-04-00	Geotechnical Engineering Services	\$ 23,288.00	\$ 23,288.00	Feb-18
P-91-225-15 PTB 175-05 Wang 630-10-00	Geotechnical Engineering Services	TBD	TBD	Dec-18
P-91-224-15 PTB 175-11 Wang 255-32-00	Geotechnical Engineering Services	TBD	TBD	Dec-18
P-92-022-15/D-92-022-15 PTB 176-11 Wang 751-07-01	Geotechnical Engineering Services	\$ 215,213.00	\$ 209,111.00	Dec-18
P-94-004-15 and D-94-036-15 PTB 176-15 Wang 707-21-01	Geotechnical Engineering Services	TBD	TBD	Oct-20

D-91-020-16 PTB 177-04 AES	Geotechnical Engineering Services	TBD	TBD	Oct-20
D-91-104-14 PTB 170-03 Wang 132-09-00	Geotechnical Engineering Services	TBD	TBD	Dec-17
D-91-226-16 PTB 179-04 Wang	Geotechnical Engineering Services	TBD	TBD	Dec-18
D-91-177-17 PTB 182-01 Wang 555-16-00	Geotechnical Engineering Services	\$ 500,000.00	\$ 500,000.00	Dec-21
P-92-005-15 PTB 181-09 Wang 412-09-00	Geotechnical Engineering Services	TBD	TBD	Oct-18
P-30-027-17 PTB 183-17 Wang 707-22-00	Geotechnical Engineering Services	TBD	TBD	Sep-19
D-91-115-17 PTB 182-04 Wang 486-23-00	Geotechnical Engineering Services	TBD	TBD	Dec-18
D-91-152-12 PTB 162-06 Wang 206-34-01	Geotechnical Engineering Services	\$ 10,958.00	\$ 10,958.00	Dec-18
D-91-011-14 PTB 169-19 Wang P140106	Geotechnical Engineering Services	\$ 298,670.00	\$ 298,670.00	Dec-18
D-91-318-16 PTB 180-03 Wang 107-09-01	Geotechnical Engineering Services	\$ 237,380.00	\$ 146,390.00	Dec-18

Contract No.: I-17-4297

Consultant: Wang Engineering, Inc.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

Table 1: Subconsultant 1 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at \$0.

Table 6: Subconsultant 6 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at \$0.

Table 2: Subconsultant 2 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at \$0.

Table 7: Subconsultant 7 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at \$0.

Table 3: Subconsultant 3 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at \$0.

Table 8: Subconsultant 8 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at \$0.

Table 4: Subconsultant 4 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at \$0.

Table 9: Subconsultant 9 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at \$0.

Table 5: Subconsultant 5 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at \$0.

Table 10: Subconsultant 10 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total (ULC) all at \$0.

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: Wynndalco Enterprises, LLC

Contract Number: I-17-4297

Proposal Date: 9/8/2017

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-17-4297

Consultant:

Wynndalco Enterprises, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Grand Total Exhibit A Hours
Concept Verification													40	2,128
Advance Contract													10	50
NB Mainline Contract														
SB Mainline Contract														
<b>TOTALS</b>													10	40
														50

Contract Number: I-17-4297 Consultant: Wynndalco Enterprises, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept Verification	40	40	40											120
Advance Contract							200	200	200	200	200	200	200	1200
NB Mainline Contract														
SB Mainline Contract														
<b>TOTALS</b>	40	40	40				200	200	200	200	200	200	200	1320

Contract Number: I-17-4297

Consultant: Wynndalco Enterprises, LLC

Wynndalco Enterprises, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2019												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept Verification															
Advance Contract		10		10		10		40			40		40		150
NB Mainline Contract			100	100	40										240
SB Mainline Contract					100	100	40		40		18				298
<b>TOTALS</b>		10	100	110	140	110	40	40	40	40	58	40			688





Contract Number: I-17-4297

Consultant: Wynndalco Enterprises, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Concept Verification																	
Advance Contract																	
NB Mainline Contract			10			10	10										30
SB Mainline Contract																	
<b>TOTALS</b>				10		10	10	10									30

Contract Number: I-17-4297 Consultant: Wynndalco Enterprises, 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		
Concept Verification														
Advance Contract														
NB Mainline Contract														
SB Mainline Contract				10		10	10			10				40
<b>TOTALS</b>				10		10	10			10				40



Contract No.: I-17-4297 Consultant: Wynndalco Enterprises, LLC

Date: 9/8/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 60 No. OF MONTHS  
 SCHEDULED START DATE: 11/1/2017  
 RAISE DATE: 1/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

Date	Date	Date	Date	Date	Date
11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	
2.0	12.0	12.0	12.0	12.0	
60.0	60.0	60.0	60.0	60.0	
3.33%	20.00%	20.00%	20.00%	20.00%	
Escalation Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	

**ESCALATION PER YEAR Year 6 through 10**

Date	Date	Date	Date	Date	Date
1/1/2022 - 10/31/2022					
10.0					
60.0	60.0	60.0	60.0	60.0	
16.67%					
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	

The escalation factor for this project is: 100.00%

Contract No.: I-17-4297

Consultant: Wynndalco Enterprises, LLC

Date: 9/8/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>							<b>DIRECT COST</b>		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	OVERTIME PREMIUM		
							Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:
No	Principal	\$50.00	\$70.00				2,128.00		
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	283.00			
No	Senior Engineer/Planner	\$40.00	\$70.00	\$60.09	\$60.09	709.00			
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$44.71	\$44.71	853.00			
No	Staff Engineer/Planner	\$20.00	\$40.00						
No	Engineer /Accountant	\$20.00	\$60.00						
No	Senior Technical Specialist	\$25.00	\$60.00						
No	Technical Specialist	\$15.00	\$50.00	\$19.00	\$19.00	283.00			
No	Architect	\$30.00	\$70.00						
No	Realty Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						

Contract No.: I-17-4297

Consultant: Wynndalco Enterprises, LLC

Date: 9/8/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>						<b>DIRECT COST</b>		
						<b>OVERTIME PREMIUM</b>		
<p>Total Estimated Work Hours: 2,128.00</p> <p>Average Hourly Rate: \$49.78</p> <p>Total Direct Labor: \$105,931.84</p>						<p>Total Estimated O/T Hours:</p> <p>Average Premium O/T Hourly Rate:</p> <p>Total Overtime Premium:</p>		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Admin/Clerical	\$8.25	\$40.00					

Contract No.: I-17-4297

Consultant: Wynndalco Enterprises, LLC

Date: 9/8/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal			\$50-\$70
Project Manager	President	David Andaicio	\$40 - \$70
	Senior Project Manager	Gerald E Koylass	
Senior Engineer/Planner	Project Manager	Jeffrey C Ehrhart	\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Michael J Livernois	\$25 - \$60
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	Cadd Technician	Roger G Trucha	\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40





## ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

## **ALLOWABLE DIRECT COSTS**

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

#### Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay\*\*- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential Actual Cost based on firm policy

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

#### NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-17-4297

Consultant: Wynndalco Enterprises, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** Gerald E Koylass

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

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

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

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

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

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

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

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

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

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

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

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

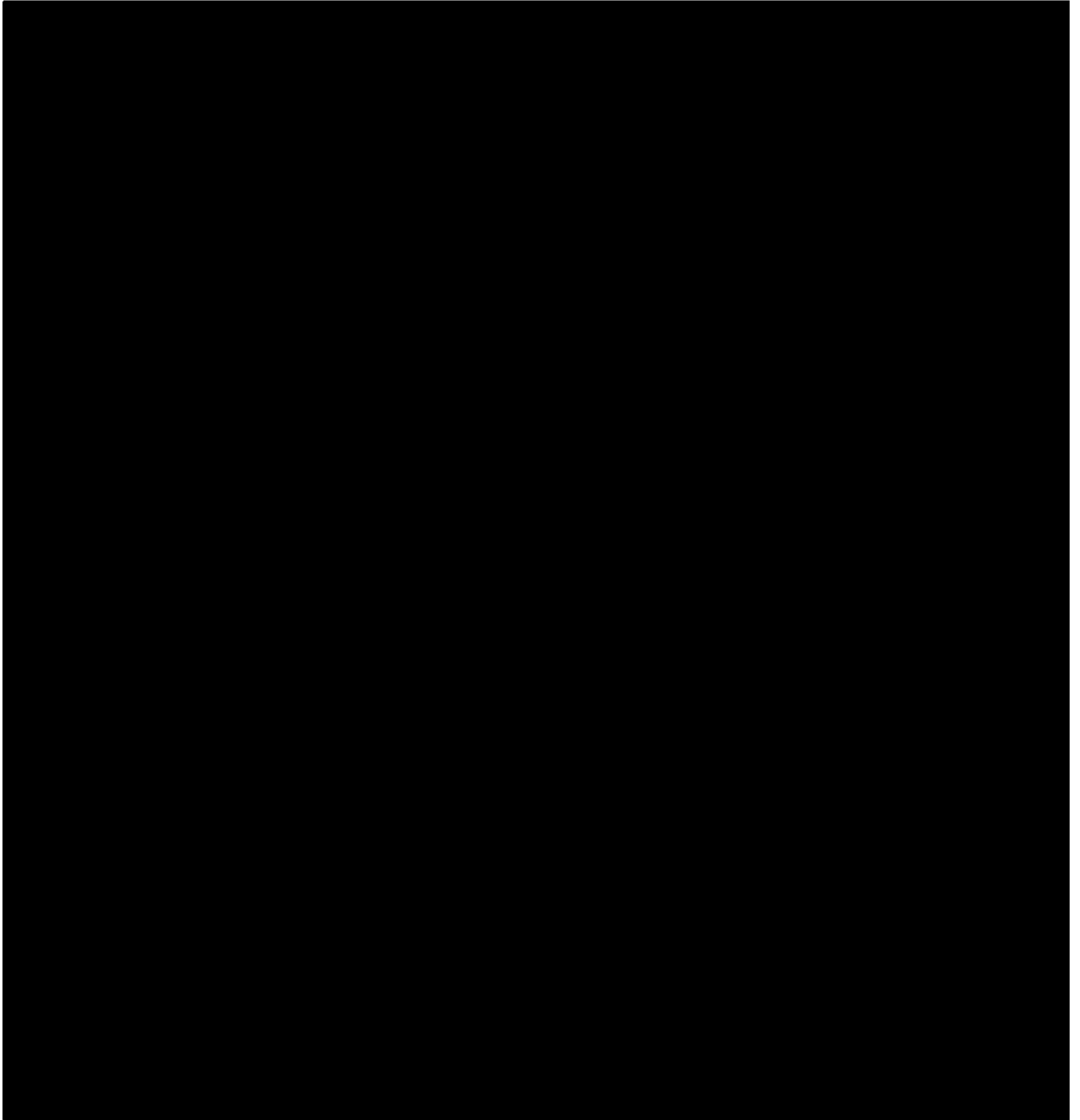
Classification: \_\_\_\_\_

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

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

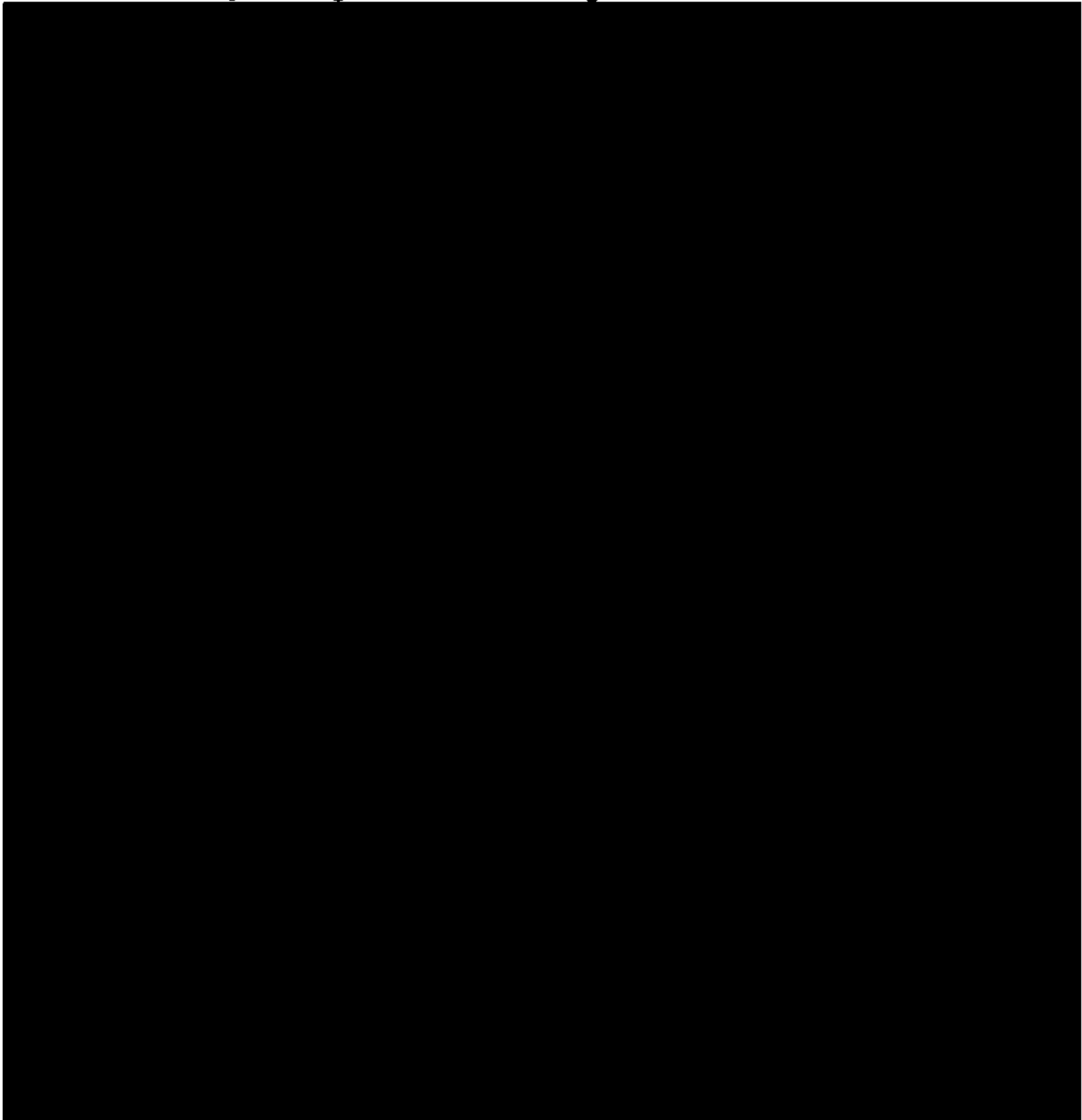
GERALD E. KOYLASS

Senior Project Manager / Chief Structural Engineer



**GERALD E. KOYLASS**

**Senior Project Manager / Chief Structural Engineer**



# **Attachment A Exhibit F Supplement**

## **Scope of Services**

**Wynndalco Enterprises, LLC (SUBCONSULTANT)  
to Strand Associates, Inc. (ENGINEER)**

**Tri-State Tollway, Roadway Reconstruction,  
75th Street (M.P. 22.3) to I-55 Ramps (M.P. 24.1)**

Contract No. I-17-4297

**Illinois State Toll Highway Authority (TOLLWAY)**

September 8, 2017



## I. PROJECT DESCRIPTION

This project is to prepare Phase II engineering services for the preparation of contract drawings and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between 75th Street (M.P. 22.3) and I-55 Ramps (M.P. 24.1).

The scope of the proposed construction improvement includes: widened and reconstructed mainline roadway including seven ramps; bridge widening and rehabilitation / replacement; retaining walls; noise walls; new drainage structures and modification of existing drainage system; erosion control for construction zones; landscaping and soil erosion / sedimentation control measures; pavement markings, delineators and signage; new guardrail, anchors and terminals; roadway lighting; relocation of utilities; and other appurtenant and miscellaneous construction.

Services to be performed by SUBCONSULTANT include structural design of retaining walls and corresponding drawing and specification development. It is anticipated that services of SUBCONSULTANT will be performed within a single construction contract. Design and submittals shall be in accordance with the TOLLWAY's Design Section Engineer Manual (DSE Manual), all manuals referred to in the DSE Manual, and other applicable design manuals, guidelines, and standards.

## II. SERVICES TO BE PERFORMED BY SUBCONSULTANT

- A. Advanced Engineering Study (AES) Review and Concept Design Report Finalization
  1. Review applicable portions of the AES as provided by the Design Corridor Manager (DCM).
  2. Develop updates to the concept design and assist ENGINEER in the Concept Design Report finalization as it pertains to the SUBCONSULTANT's scope of services.
  3. Review current DSE Manual and all applicable design criteria and standards.
  4. Review scope of construction on adjacent TOLLWAY contracts.
  5. Provide right-of-way needs as it pertains to the retaining walls within the project limits.
  6. Conduct field review to observe existing conditions of project site.
  
- B. Structural Design, Drawings and Specifications Development
  1. Perform Wall Type Studies for two proposed retaining walls: Southbound Retaining Walls, PR-TS23.35R and PR-TS23.60R
  2. Perform design for the aforementioned retaining walls.
  3. Perform Type, Size, and Location (TS&L) drawings for the two aforementioned retaining walls.
  4. Review Structure Geotechnical Report (SGR) prepared by OTHERS.
  5. Communicate with geotechnical subconsultant that prepared SGR as it pertains to the SUBCONSULTANT's scope of services. Submit drawings to geotechnical subconsultant for review and comment.
  6. Prepare contract drawings, specifications, standard details, special details, and special provisions for the two aforementioned retaining walls.

7. Meet with and assist ENGINEER, as appropriate, in developing the preliminary, pre-final, and final contract documents, design and quantity calculations, opinion of probable construction cost, and construction schedule pertaining to the scope of services of SUBCONSULTANT.
  8. Assist ENGINEER with disposition of comments provided by the TOLLWAY and / or the DCM.
- C. Quality Assurance / Quality Control (QA/QC)
1. Develop a Consultant Quality Plan (CQP) in accordance with TOLLWAY guidelines. Submit the CQP to the ENGINEER.
  2. Execute internal QA/QC plan as defined in SUBCONSULTANT's CQP. Develop appropriate documentation.
  3. Assist ENGINEER in performing periodic reviews of SUBCONSULTANT's CQP.
- D. Administration
1. Develop monthly invoices and progress reports in accordance with TOLLWAY requirements. Submit invoices to ENGINEER.
  2. Assist ENGINEER in communication with the DCM, TOLLWAY, and other Design Section Engineers with the Tri-State Tollway corridor.
  3. Perform internal project management, technical direction of staff, and communication.
- E. Meetings
1. Attend up to sixteen internal project meetings with ENGINEER.
  2. Attend up to three milestone review meetings.
  3. Attend one plan-in-hand review meeting at pre-final plan stage of advanced retaining wall / noise wall contract.
- F. Bidding Assistance
1. Assist ENGINEER in preparing responses to questions during advertisement.
  2. Assist ENGINEER in preparing addendum as it pertains to the SUBCONSULTANT's scope of services.
  3. Assist ENGINEER in evaluating bid tabs as it pertains to the SUBCONSULTANT's scope of services.

**EXHIBIT G**

**Contract No. I-17-4297**

**Wynndalco Enterprises, 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>
Various Route IDOT- Ph I Studies for Various Projects P-91-442-14		\$300,000.00	\$300,000.00	11/1/2019
Various Route IDOT - Ph II Studies for Various Projects D-91-101-15		\$250,000.00	\$235,000.00	12/1/2018
Various Route Cook County Department of Transportation - Preliminary Engineering Services		\$500,000.00	\$500,000.00	5/1/2019
lo. 1528-14472				
I-280	I-280 over the Mississippi River near Milan, Phase I and 117-10/D-92-(II Engineering Services	\$37,500.00	\$37,500.00	12/1/2018
Various Route Various Phase II Engineering Services for Bridge Rehabilitation Various Routes, Various Counties		\$500,000.00	\$230,000.00	9/30/2020
D-92-047-16,				
Various Route Cook County Department of Transportation - Design Engineering Services		\$250,000.00	\$250,000.00	1/1/2020
FQ 1628-15166				
Various Route Metra - Structural Services No. K60418		\$350,000.00	\$169,000.00	3/24/2021
Various Route Metra -- Station, Parking Lot and Road Facilities		\$819,000.00	\$770,000.00	6/26/2021

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: Eskenazi & Farrell Associates, LLC

Contract Number: I-17-4297

Proposal Date: 9/8/2017

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-17-4297 Consultant: Eskenazi & Farrell Associates, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept Verification													16	26
Advance Contract														
NB Mainline Contract														
SB Mainline Contract														
<b>TOTALS</b>													16	26

Contract Number: I-17-4297 Consultant: Eskenazi & Farrell Associates, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept Verification	40	40													80
Advance Contract						200	200	200	200	200	200	200	200	200	1400
NB Mainline Contract															
SB Mainline Contract															
<b>TOTALS</b>	40	40				200	200	200	200	200	200	200	200	200	1480



Contract Number: I-17-4297 Consultant: Eskenazi & Farrell Associates, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2019												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Concept Verification																	
Advance Contract								20						40			100
NB Mainline Contract																	
SB Mainline Contract																	
<b>TOTALS</b>								20						40			100









Contract No.: I-17-4297 Consultant: Eskenazi & Farrell Associates, LLC

Date: 9/8/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 60 No. OF MONTHS  
 SCHEDULED START DATE: 11/1/2017  
 RAISE DATE: 1/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

Date	Date	Date	Date	Date	Date	Date			
11/1/2017	12/31/2017	1/1/2018	12/31/2018	1/1/2019	12/31/2019	1/1/2020	12/31/2020	1/1/2021	12/31/2021
2.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0	60.0	60.0	60.0	60.0	60.0
3.33%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

**ESCALATION PER YEAR Year 6 through 10**

Date	Date	Date	Date	Date	Date	Date
1/1/2022	10/31/2022					
10.0	10.0					
60.0	60.0					
16.67%						
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		

The escalation factor for this project is: 100.00%

Contract No.: I-17-4297

Consultant: Eskenazi & Farrell Associates, LLC

Date: 9/8/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>										<b>DIRECT COST OVERTIME PREMIUM</b>		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Direct Labor			Escalated Average Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
							Total Estimated Work Hours:	Average Hourly Rate:	Total Overtime Premium:			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	179.00						
No	Project Manager	\$40.00	\$70.00	\$58.56	\$58.56	447.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$67.05	\$67.05	67.00						
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$51.25	\$51.25	67.00						
No	Staff Engineer/Planner	\$20.00	\$40.00									
No	Engineer /Accountant	\$20.00	\$60.00									
No	Senior Technical Specialist	\$25.00	\$60.00	\$56.28	\$56.28	90.00						
No	Technical Specialist	\$15.00	\$50.00	\$27.00	\$27.00	536.00						
No	Architect	\$30.00	\$70.00									
No	Realty Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									

Contract No.: I-17-4297

Consultant: Eskenazi & Farrell Associates, LLC

Date: 9/8/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>		<b>DIRECT COST</b>		<b>OVERTIME PREMIUM</b>		
<p>Total Estimated Work Hours: 1,610.00</p> <p>Average Hourly Rate: \$44.49</p> <p>Total Direct Labor: \$71,628.90</p>		<p>Total Estimated O/T Hours:</p> <p>Average Premium O/T Hourly Rate:</p> <p>Total Overtime Premium:</p>		<p>Escalated Average Premium Overtime Hourly Rate (See Note C to Right)</p> <p>Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)</p>		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)
No	Admin/Clerical	\$8.25	\$40.00	\$24.37	\$24.37	224.00





Contract No.: I-17-4297 Consultant: Eskenazi & Farrell Associates, 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.asp>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/2389762/12\\_LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_10012013.PDF](http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF)
  
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

none  
\_\_\_\_\_  
\_\_\_\_\_  
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**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)      \$ 2,996.00**

## ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

## ALLOWABLE DIRECT COSTS

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

#### Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay\*\*- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-17-4297

Consultant: Eskenazi & Farrell Associates, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

Project Principal: Walter W. Farrell

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: \_\_\_\_\_

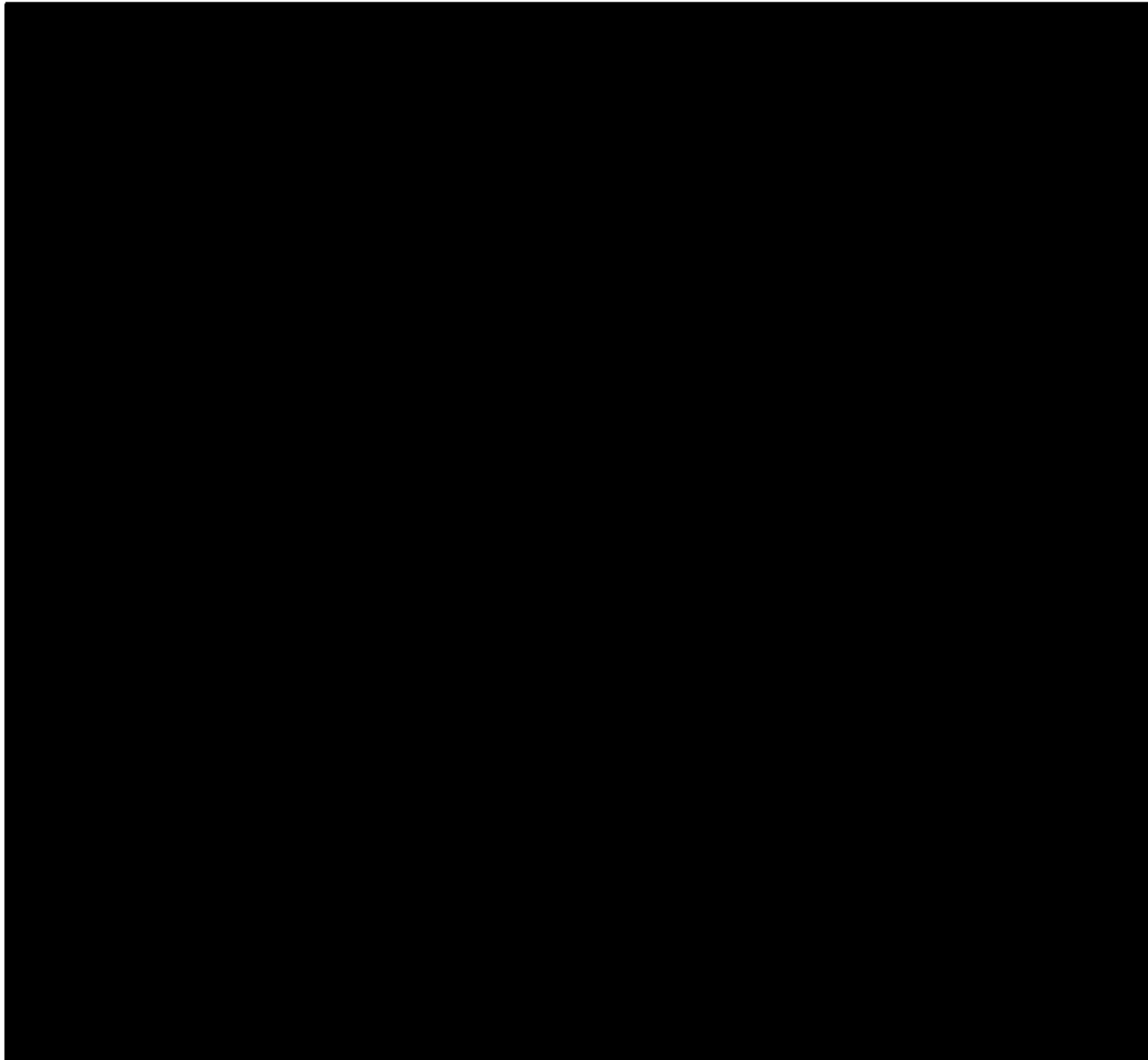
Name: \_\_\_\_\_

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

**ESKENAZI & FARRELL ASSOCIATES, LLC**  
Engineers  
223 West Jackson Boulevard  
Chicago, Illinois 60606

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**WALTER W. FARRELL - PRINCIPAL**



*Veteran Owned Small Business*

# **Attachment A Exhibit F Supplement**

## **Scope of Services**

**Eskenazi & Farrell Associates, LLC (SUBCONSULTANT)  
to Strand Associates, Inc. (ENGINEER)**

**Tri-State Tollway, Roadway Reconstruction,  
75th Street (M.P. 22.3) to I-55 Ramps (M.P. 24.1)**

Contract No. I-17-4297

**Illinois State Toll Highway Authority (TOLLWAY)**

September 8, 2017



## I. PROJECT DESCRIPTION

This project is to prepare Phase II engineering services for the preparation of contract drawings and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between 75th Street (M.P. 22.3) and I-55 Ramps (M.P. 24.1).

The scope of the proposed construction improvement includes: widened and reconstructed mainline roadway including seven ramps; bridge widening and rehabilitation / replacement; retaining walls; noise walls; new drainage structures and modification of existing drainage system; erosion control for construction zones; landscaping and soil erosion / sedimentation control measures; pavement markings, delineators and signage; new guardrail, anchors and terminals; roadway lighting; relocation of utilities; and other appurtenant and miscellaneous construction.

Services to be performed by SUBCONSULTANT include structural design of noise walls and corresponding drawing and specification development. It is anticipated that services of SUBCONSULTANT will be performed within a single construction contract. Design and deliverables shall be in accordance with the TOLLWAY's Design Section Engineer Manual (DSE Manual), all manuals referred to in the DSE Manual, and other applicable design manuals, guidelines, and standards.

## II. SERVICES TO BE PERFORMED BY SUBCONSULTANT

- A. Advanced Engineering Study (AES) Review and Concept Design Report Finalization
  - 1. Review applicable portions of Concept Design Report as provided by the Design Corridor Manager (DCM).
  - 2. Develop updates to the Concept Design and assist ENGINEER in the Concept Plan finalization as it pertains to the SUBCONSULTANT's scope of services.
  - 3. Review current DSE Manual and all applicable design criteria and standards.
  - 4. Review scope of construction on adjacent TOLLWAY contracts.
  - 5. Provide right-of-way needs as it pertains to the noise walls within the project limits.
  
- B. Structural Design, Drawing and Specification Development
  - 1. Visit the site to observe existing conditions and take measurements to review noise wall locations. Develop photographic documentation of existing conditions.
  - 2. Review Structure Geotechnical Report (SGR) prepared by OTHERS.
  - 3. Communicate with geotechnical subconsultant that prepared SGR as it pertains to the SUBCONSULTANT's scope of services. Submit drawings to geotechnical subconsultant for review and comment.
  - 4. Perform design for the following noise walls as identified by the DCM:
    - i. Northbound Noise Walls: TS22.55N, TS22.90N, TS23.35N
    - ii. Southbound Noise Walls: TS22.60N, TS22.95N, TS23.70N R, TS23.75N R, TS23.80N R, TS23.90N R, TS24.10N
  - 5. Prepare contract drawings, specifications, standard details, special details, and special provisions for the aforementioned noise walls. It is anticipated that a

- separate, advanced contract for noise walls will be let as part of the project. Wall parameters such as length, height, location, type, and aesthetics shall be provided as part of the AES.
6. Meet with and assist ENGINEER, as appropriate, in developing the preliminary, pre-final, and final contract documents, design and quantity calculations, opinion of probable construction cost, and construction schedule, as it applies to the scope of services of SUBCONSULTANT.
  7. Assist ENGINEER with disposition of comments provided by the TOLLWAY and / or the DCM.
- C. Administrative Assistance
1. Prepare meeting minutes and make revisions to meeting minutes as requested by the ENGINEER.
  2. Assist ENGINEER with other administrative production submittals as requested by the ENGINEER.
- D. Quality Assurance / Quality Control (QA/QC)
1. Develop a Consultant Quality Plan (CQP) in accordance with TOLLWAY guidelines. Submit the CQP to the ENGINEER.
  2. Execute internal QA/QC plan as defined in SUBCONSULTANT's CQP. Develop appropriate documentation.
  3. Assist ENGINEER in performing periodic reviews of SUBCONSULTANT's CQP.
- E. Administration
1. Develop monthly invoices and progress reports in accordance with TOLLWAY requirements. Submit invoices to ENGINEER.
  2. Assist ENGINEER in communication with the DCM, TOLLWAY, and other Design Section Engineers within the Tri-State Tollway corridor.
  3. Perform internal project management, technical direction of staff, and communication.
- F. Meetings
1. Attend up to sixteen (16) internal project meeting with ENGINEER.
  2. Attend up to three (3) milestone review meetings.
- G. Bidding Assistance
1. Assist ENGINEER in preparing responses to questions during advertisement.
  2. Assist ENGINEER in preparing addendum(s) as it pertains to the SUBCONSULTANT's scope of services.
  3. Assist ENGINEER in evaluating bid tabs as it pertains to the SUUBCONSULTANT's scope of services.

**EXHIBIT G**

**CONTRACT I-17-4297**

(Eskenazi & Farrell Associates, 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>
UIUC PSSU14072	UIUC Surveying Building Renovation – Irwin Center Remodeling of an existing building to add one hundred new work spaces, one new elevator, two new stairways, and an addition to the second floor. EFA will provide Design Development Phase Structural Engineering Services.	\$50,000.00	\$ 500.00	12/2017
UIUC PSSU15043	UIUC Freer Hall Pool Infill Renovation and Building Envelope Evaluation and Repair. Infill and build-out 2-3 levels of existing pool area and adjacent spaces develop additional research lab and office spaces for the Department of Kinesiology and Community Health and College of Applied Health Services. Evaluation and repair of the existing envelope of the North Addition of Freer Hall.	\$46,600.00	\$16,310.00	2017
UIC PSSC12063	Art & Architecture Building Parapet Wall Rebuilding and Skylight Replacement.	\$7,500.00	\$1,425.00	12/2017
ISTHA RR-14-4223	Tri-State Tollway, Roadway Study, 95 <sup>th</sup> Street (M.P. 17.5) to Cermak Road (M.P. 29.5). Evaluation and Reports for Various Structural Buildings on Tollway Plazas to document exterior wall deficiencies. Enter and update documents to the ISTHA Project Wise database.	\$221,618.00	\$151,422.00	02/2017
UIUC PSSU15026	Turner Hall renovation of approximately 36,000 SF of classrooms and teaching laboratories.	\$20,250.00	\$4,315.00	2018
UIC PSSC14046	UIC Hospital New Lobby	\$29,000.00	\$29,000.00	2018
CDB 630-000-206	Department of Transportation Repair/Replace Roofs and Entry Ways, District 1: Monee, New Lenox, Joliet-Will County and Harvey – Cook County. Salt Storage Buildings: Monee (D1070); New Lenox (D0144); Joliet (D1017); and Harvey (D1036). Assessment and repairs/replacement of existing roofing systems for each building.	\$7,200.00	\$5,754.00	2018
CDB 630-216-006	Department of Transportation Construction of New Salt Storage Structure District 3: Ashkum-Iroquois County	Under Contract	Under Contract	2018
ISTHA I-14-4658	EOWA, I-294 to I-90, Bensenville Yard Underpass – Retaining Wall and Bridge Construction	\$365,120.00	\$333,573.00	2021/On Hold
UIC PSSC17003	Medical Sciences Building Research Labs Feasibility Study	\$35,000.00	\$29,431.00	2018

**EXHIBIT G**

**CONTRACT I-17-4297**

(Eskenazi & Farrell Associates, LLC)

**CURRENT OBLIGATIONS FOR PROJECT** (continued)

<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>
CDB 630-000-212	Department of Transportation Various Improvements District 1: Chicago - Cook County and Joliet - Will County - Dan Ryan Field Office - New Building	\$2,400.00	\$0.00	2017
CDB 630-000-220	Department of Transportation Various Improvements District 7: Fairfield-Wayne Co. and Lawrenceville- Lawrence Co. - Reconfiguration and Roof Replacement	Under Contract	---	2018
UoC	University of Chicago Adult Emergency Department - Modifications	\$15,000.00	\$9,000.00	2018

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: Stantec Consulting Services.

Contract Number: I-17-4297

Proposal Date: 9/8/2017

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-17-4297

Consultant: Stantec Consulting Services.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept Verification	100	100	100	100	100									500
Advance Contract				40	40	400	400	400	400	400	400	400	400	2880
NB Mainline Contract									200	200	200	200	200	1000
SB Mainline Contract								200	200	200	200	200	200	1000
<b>TOTALS</b>	100	100	100	140	140	400	400	800	800	800	800	800	800	5380

Contract Number: I-17-4297 Consultant: Stantec Consulting Services.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2019												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Concept Verification																	
Advance Contract	400	400	100	100	52			400							40	40	1532
NB Mainline Contract	200	200	200	200	200	200	200	100	100	100	100	100	100	100	100	40	1840
SB Mainline Contract	200	200	200	200	200	200	200	100	100	100	100	100	100	100	100	40	1840
<b>TOTALS</b>	800	800	500	500	452	400	400	600	200	200	240	120	200	200	240	120	5212



Contract Number: I-17-4297 Consultant: Stantec Consulting Services.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2021												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept Verification															
Advance Contract															
NB Mainline Contract			100	100		40	40								
SB Mainline Contract															
<b>TOTALS</b>			100	100		40	40								280



Contract No.: I-17-4297

Consultant: Stantec Consulting Services.

**EXHIBIT B: FEE CALCULATIONS**

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

<u>11,262.00</u>	X	\$ <u>51.46</u>	=	TOTAL DIRECT SALARY	\$ <u>579,542.52</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

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>1,622,719.06</u>
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**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	<u>\$3,400.00</u>
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**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H)	\$ <u>-</u>
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Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont))	\$ <u>-</u>
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TOTAL SERVICES BY OTHERS	\$ <u>-</u>
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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	\$ <u>-</u>
(Requires prior authorization before use)	

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

<b>MAXIMUM ALLOWABLE FEE</b>	<u><u>\$ 1,626,119.06</u></u>
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Contract No.: I-17-4297 Consultant: Stantec Consulting Services.

Date: 9/8/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 60 No. OF MONTHS  
 SCHEDULED START DATE: 11/1/2017  
 RAISE DATE: 1/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

1/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021
Date	Date	Date	Date	Date
2.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0
3.33%	20.00%	20.00%	20.00%	20.00%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

1/1/2022 - 10/31/2022				
Date	Date	Date	Date	Date
10.0				
60.0	60.0	60.0	60.0	60.0
16.67%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4297 Consultant: Stantec Consulting Services.

Date: 9/8/2017 Escalation Factor: 100.00%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>										<b>DIRECT COST</b>	
										<b>OVERTIME PREMIUM</b>	
										Total Estimated O/T Hours: 40.00	
										Average Premium O/T Hourly Rate: \$15.92	
										Total Overtime Premium: \$636.80	
										Total Estimated Work Hours: 11,262.00	
										Average Hourly Rate: \$51.46	
										Total Direct Labor: \$579,542.52	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	1,125.00					
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	1,690.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$64.63	\$64.63	1,915.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.94	\$45.94	860.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$31.40	\$31.40	1,465.00					
Yes	Engineer /Accountant	\$20.00	\$60.00	\$39.38	\$39.38	1,800.00	19.69	10.00			
No	Senior Technical Specialist	\$25.00	\$60.00	\$55.72	\$55.72	1,036.00					
Yes	Technical Specialist	\$15.00	\$50.00	\$38.28	\$38.28	790.00	19.14	10.00			
No	Architect	\$30.00	\$70.00	\$45.94	\$45.94	40.00					
No	Realty Specialists	\$20.00	\$70.00								
Yes	Intern	\$8.25	\$20.00	\$19.05	\$19.05	345.00	9.53	10.00			



Contract No.: I-17-4297

Consultant: Stantec Consulting Services.

Date: 9/8/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

<u>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</u>							<u>DIRECT COST</u>		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Direct Labor	Total Estimated O/T Hours:	40.00
								Average Premium O/T Hourly Rate:	\$15.92
Yes	Admin/Clerical	\$8.25	\$40.00	\$30.64	\$30.64	196.00	\$579,542.52	Total Overtime Premium:	\$636.80
								Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	15.32
								Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	10.00

Contract No.: I-17-4297

Consultant: Stantec Consulting Services.

Date: 9/8/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Jon Cox	\$50 - \$70
	Principal	Christopher Aaron Daly	
	Principal	Gene Davis	
	Principal	Anil Dean	
	Principal	Don E. Del Nero	
	Principal	Soad Kousheshi	
	Principal	Mark A. Liktenhus	
	Principal	John V. O'Holleran	
	Principal	<b>Gary S. Powell</b>	
	Principal	Michael Sturdevant	
	Project Manager	Project Manager/Liaison Engineer	Tom Creasey
Project Manager/Liaison Engineer		Luca DeBellis	
Project Manager/Liaison Engineer		Timothy Farra	
Project Manager/Liaison Engineer		C. Anthony Hunley	
Project Manager/Liaison Engineer		Peter Josefchak	
Project Manager/Liaison Engineer		Chander K. Sehgal	
Project Manager/Liaison Engineer		Marlene Wong	
Senior Engineer/Planner	Senior Engineer	Brian E. Aldridge	\$40 - \$70
	Senior Engineer	William A. Amrhein	
	Senior Engineer	Thomas G. Andrews	
	Senior Engineer	Richard E. Barrie	
	Senior Engineer	Justin D. Bartels	
	Senior Engineer	Viro DiCosola	
	Senior Engineer	Mohammad Djauid	
	Senior Engineer	Barry Doyle	
	Senior Engineer	Tom Fidler	
	Senior Engineer	Bob L Fiener	
	Senior Engineer	Steve Fradkin	
	Senior Engineer	Angel Galarza	
	Senior Engineer	Daniel T. Gallagher	
	Senior Engineer	Jan Hansen	
	Senior Engineer	Glenn Hardin	
	Senior Engineer	Gary M. Hoornaert	
	Senior Engineer	Tao Jiang	
	Senior Engineer	Michael Lawler	
	Senior Engineer	Brian K. Leonardson	
	Senior Engineer	Charles Lounsberry	

Contract No.: I-17-4297

Consultant: Stantec Consulting Services.

Date: 9/8/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	Senior Engineer	Darren A. Milanowicz	
	Senior Engineer	Wade P. Moore	
	Senior Engineer	Lynn M. Mortensen	
	Senior Engineer	Vik Negi	
	Senior Engineer	Gary C. Patel	
	Senior Engineer	Michael Perry	
	Senior Engineer	Kirk Peterson	
	Senior Engineer	Michael Phan	
	Senior Engineer	David L. Pieniazek	
	Senior Engineer	Steve Pierce	
	Senior Engineer	Jonathon D. Pohl	
	Senior Engineer	Paul M. Pohlod	
	Senior Engineer	Rick Ponti Jr.	
	Senior Engineer	David Paul Powers	
	Senior Engineer	Julian Prada	
	Senior Engineer	Charuti Punjani	
	Senior Engineer	Juan E. Quiroz	
	Senior Engineer	Ryan Raske	
	Senior Engineer	Eric Reeves	
	Senior Engineer	Susan Rich	
	Senior Engineer	Gerald Rosario	
	Senior Engineer	<b>Brad H. Sayers</b>	
	Senior Engineer	Kaim Siakochi	
	Senior Engineer	Wayne Warburton	
	Senior Engineer	Tom Westerman	
	Senior Engineer	Yong Wu	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Engineer	Eric Adkins	\$25 - \$60
	Engineer	Julio Aybar	
	Engineer	Andis Berzins	
	Engineer	Dustin J. Book	
	Engineer	Michael Brewster	
	Engineer	Nedda Djavid	
	Engineer	Alex K. Ericksen	
	Engineer	Nathaniel M. Grossmann	
	Engineer	John M. Hynes	
	Engineer	Douglas Iles	

Contract No.: I-17-4297

Consultant: Stantec Consulting Services

Date: 9/8/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	Engineer	Brandon McNeal	
	Engineer	Abid Mirza	
	Engineer	Matthew Norup	
	Engineer	Jon Pearson	
	Engineer	Brian P. Shea	
	Engineer	Puja D. Shinde	
	Engineer	Kenny T. Sim	
	Engineer	Cresencio Teodoro	
Staff Engineer/Planner	Graduate/EIT	Eric Deyaert	\$20 - \$40
	Graduate/EIT	Dowon (Ed) Eom	
	Graduate/EIT	Harris Hassan	
	Graduate/EIT	Konner Horton	
	Graduate/EIT	Matthew Verheyen	
	Graduate/EIT	Nelson Wienke	
Engineer /Accountant	Engineering Technician	Laura Civinelli	\$20 - \$60
	Engineering Technician	Kevin Conner	
	Engineering Technician	Alan Farmer	
	Engineering Technician	Dominik Nestorowicz	
	Engineering Technician	Ramon Tolentino	
	Engineering Technician	Eric Trimble	
Senior Technical Specialist	Environmental Scientist	Steven T. Bedross	\$25 - \$60
	Senior Environmental Specialist	Jesse Binau	
	Planner	Simon Binau	
	Environmental Scientist	Richard F. Bollinger	
	Environmental Specialist	Sam Brancheau	
	Senior Environmental Engineer	Denise L. Garcia	
	Environmental Specialist	William Leopold	
	Civil Designer	Mohammad Moridzadeh	
	Mechanical Designer	Cristiana Nicolae	
	Senior Planner	Deborah Osborne	
	Environmental Specialist	Michael de Villers	
	Senior Planner	Andrew Wolek	
Technical Specialist	Graphic Support	Tunde Agunbiade	\$15 - \$50
	Graphic Support	Jennifer Caroland-Shaw	
	Graphic Designer	Audrey Cropp	
	Graphic Designer	Oscar Florez	
	Information Technology	William Gilven	



Contract No.: I-17-4297 Consultant: Stantec Consulting Services.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/2389762/12\\_LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_10012013.PDF](http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF)
  
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

None  
\_\_\_\_\_  
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**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)      \$      2,763.20**

## ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

## **ALLOWABLE DIRECT COSTS**

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."



## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

#### Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay\*\* - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-17-4297

Consultant: Stantec Consulting Services.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

Project Manager: Gary S. Powell, SE

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

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

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

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

Project Structural Engineer: Brad H. Sayers, SE, PE

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

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

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

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

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

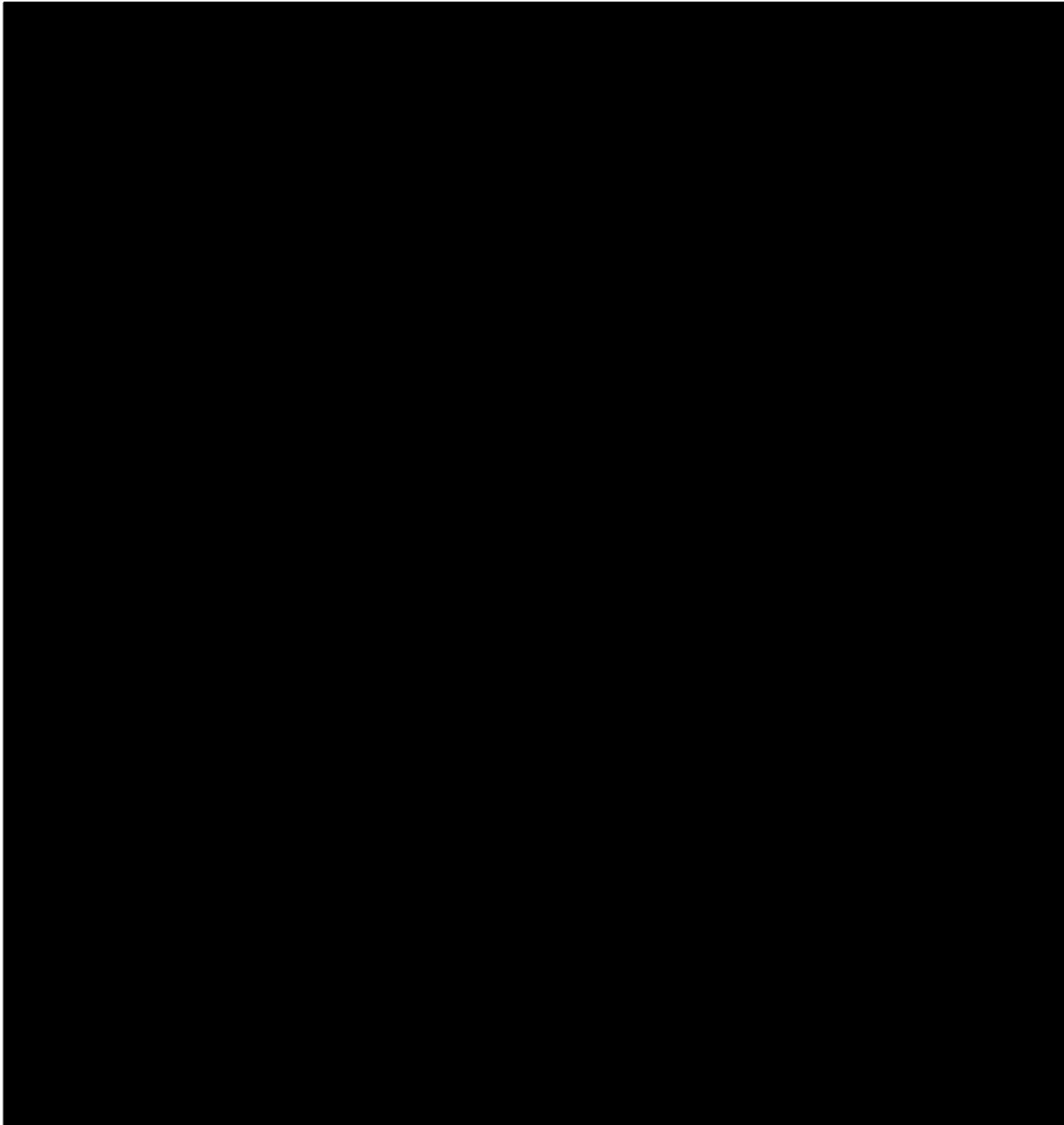
Classification: \_\_\_\_\_

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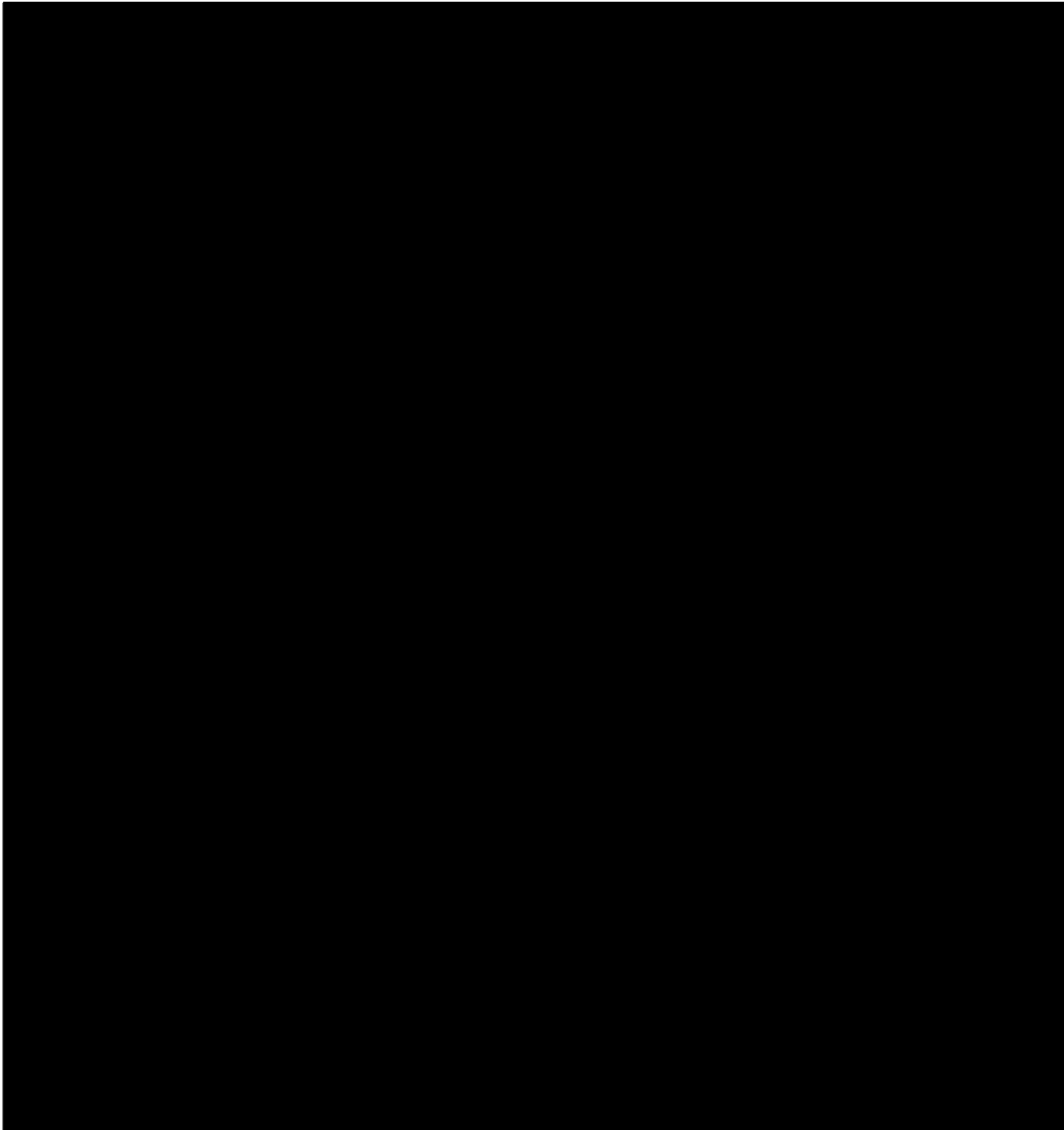


\* denotes projects completed with other firms

Design with community in mind

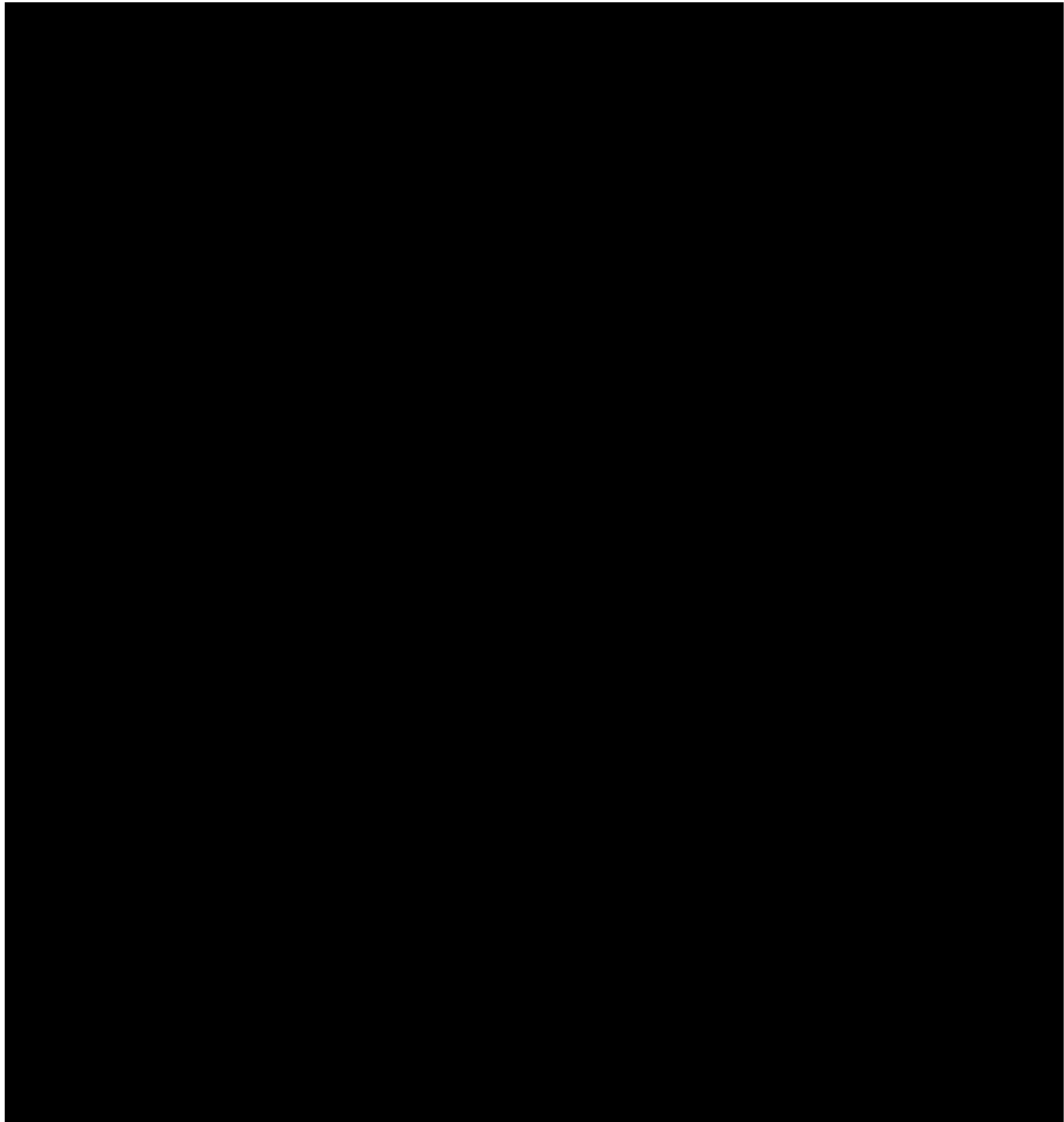
Gary Powell SE, PE

Quality Assurance - Structures



\* denotes projects completed with other firms

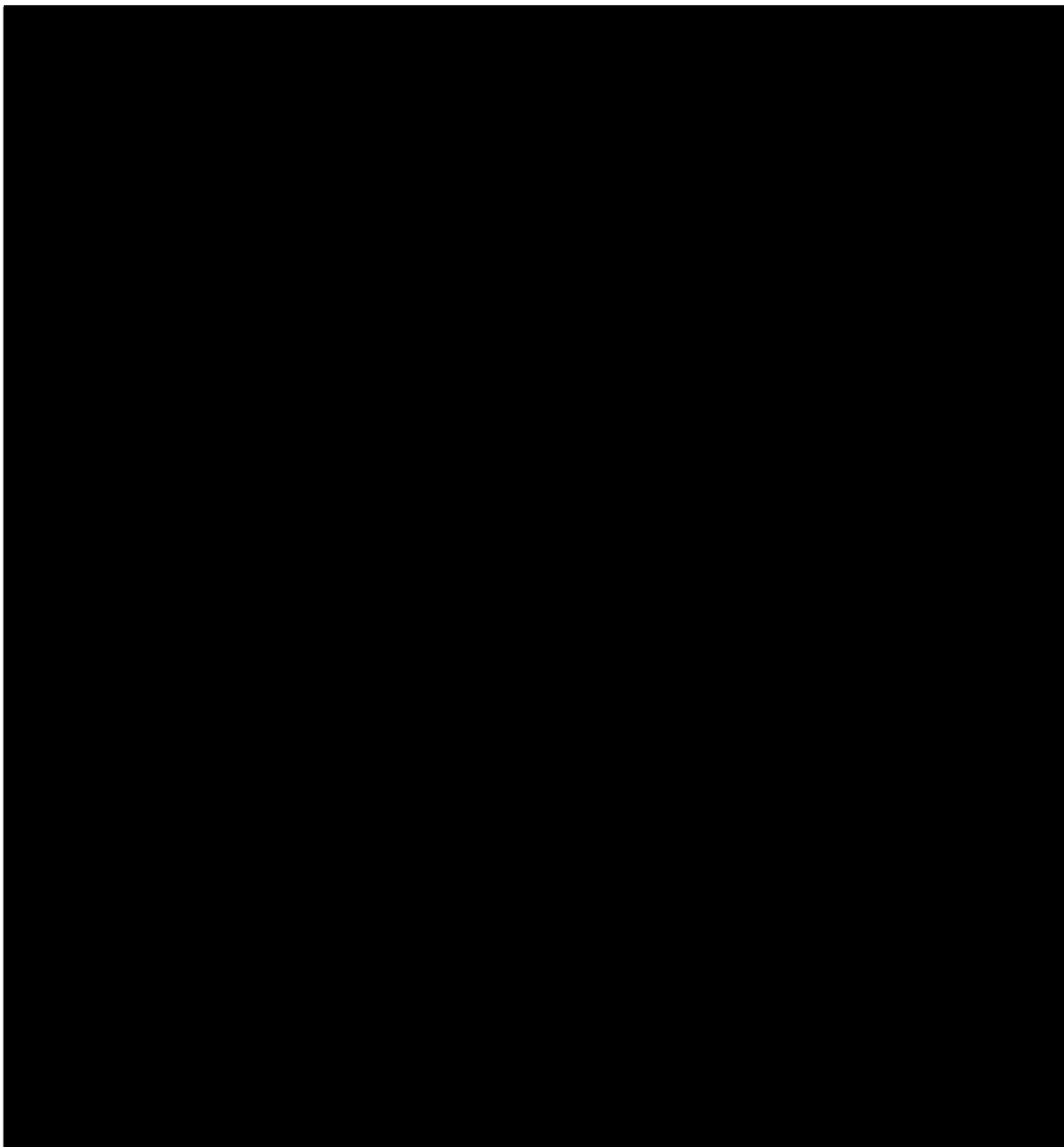
Brad H. Sayers SE, PE  
Structural Engineer



Design with community in mind

**EXHIBIT "1"**  
**Page 414 of 424**

Brad H. Sayers SE, PE  
Structural Engineer



# **Attachment A Exhibit F Supplement**

## **Scope of Services**

**Stantec Consulting Services (SUBCONSULTANT)  
to Strand Associates, Inc. (ENGINEER)**

**Tri-State Tollway, Roadway Reconstruction,  
75th Street (M.P. 22.3) to I-55 Ramps (M.P. 24.1)**

Contract No. I-17-4297

**Illinois State Toll Highway Authority (TOLLWAY)**

September 8, 2017

## **I. PROJECT DESCRIPTION**

This project is to prepare Phase II engineering services for the preparation of contract drawings and specifications and project related permits for the proposed improvements including, but not limited to, reconstruction of the Tri-State Tollway (I-294) between 75th Street (M.P. 22.3) and I-55 Ramps (M.P. 24.1).

The scope of the proposed construction improvement includes: widened and reconstructed mainline roadway including seven ramps; bridge widening and rehabilitation / replacement; retaining walls; noise walls; new drainage structures and modification of existing drainage system; erosion control for construction zones; landscaping and soil erosion / sedimentation control measures; pavement markings, delineators and signage; new guardrail, anchors and terminals; roadway lighting; relocation of utilities; and other appurtenant and miscellaneous construction.

Services to be performed by SUBCONSULTANT include roadway and structural design and engineering including drainage, sediment and erosion control, permitting assistance, three-dimensional (3-D) Computer Aided Drafting and Design (CADD) modeling assistance, review of bridges and retaining walls, review of contract quantities, review of opinion of probable construction cost, and corresponding drawing and specification development. It is anticipated that services of SUBCONSULTANT will be performed within three separate construction contracts. Design and deliverables shall be in accordance with the TOLLWAY's Design Section Engineer Manual (DSE Manual), all manuals referred to in the DSE Manual, and other applicable design manuals, guidelines, and standards.

## **II. SERVICES TO BE PERFORMED BY SUBCONSULTANT**

- A. Advanced Engineering Study (AES) Review and Concept Design Report Finalization
  1. Review applicable portions of AES as provided by the Design Corridor Manager (DCM).
  2. Develop updates to the concept design and assist ENGINEER in the Concept Design Report finalization as it pertains to the SUBCONSULTANT's scope of services.
  3. Review current DSE Manual and all applicable design criteria and standards.
  4. Review scope of construction on adjacent TOLLWAY contracts.
  5. Review and provide updates to the Hydraulic Report prepared by OTHERS as part of the AES.
  6. Review suggested design deviations from AES and assist ENGINEER with additional design services to support minimization of design deviations.
  7. Provide right-of-way needs as it pertains to the scope of services of SUBCONSULTANT.
  8. Conduct field review to observe existing conditions of project site.
  
- B. Structural Design, Drawings and Specification Development
  1. Review Bridge Condition Reports (BCR's) developed by OTHERS as part of the AES and technical memorandum developed by ENGINEER for the following structures:
    - i. Bridge I.D. No. 193 (I-294 NB over Wolf Road)



- ii. Bridge I.D. No. 194 (I-294 SB over Wolf Road)
  - iii. Bridge I.D. No. 195 (I-294 NB over Joliet Road)
  - iv. Bridge I.D. No. 196 (I-294 SB over Joliet Road)
  2. Review Structure Geotechnical Report (SGR) prepared by OTHERS.
  3. Communicate with geotechnical subconsultant that prepared SGR as it pertains to the SUBCONSULTANT's scope of services. Submit drawings to geotechnical subconsultant for review and comment.
  4. Prepare Type, Size, and Location (TS&L) drawings for the four aforementioned bridges.
  5. Perform design for the aforementioned bridges.
  6. Prepare contract drawings, specifications, and opinion of probable cost for superstructure replacement, substructure adjustments to accommodate profile raise, substructure repairs, and substructure widening for the aforementioned bridges.
  7. Meet with and assist ENGINEER in preparing preliminary, pre-final, and final contract documents, special provisions, design and quantity calculations, opinion of probable construction cost, and construction schedule for the aforementioned bridges.
  8. Assist ENGINEER in reviewing Accelerated Bridge Construction (ABC) techniques for the aforementioned bridges. Assist ENGINEER in developing ABC documentation per TOLLWAY guidelines.
  9. Assist ENGINEER in determining ABC techniques as part of the Bridge Type Studies, by ENGINEER, for the following structures:
    - i. Bridge I.D. No. 243 (I-294 NB over Flagg Creek)
    - ii. Bridge I.D. No. 244 (I-294 SB over Flagg Creek)
  10. Assist ENGINEER in developing ABC documentation.
  11. Assist ENGINEER in performing a constructability review of the preliminary structural design of mainline construction contracts.
  12. Assist ENGINEER with disposition of comments provided by the TOLLWAY and / or the DCM.
- C. Drainage Design, Drawings and Specification Development
1. Observe and document condition of existing drainage facilities and structures within the PROJECT corridor.
  2. Review video and documentation from televised storm sewers (by OTHERS) identified to remain in place.
  3. Review and modify drainage concepts from the AES.
  4. Meet with and assist ENGINEER with cross-section development and grading plan relative to impacts on drainage.
  5. Perform analyses and stormwater modeling for new drainage structure installation and modifications of the existing drainage system.
  6. Perform drainage calculations including culvert and storm sewer sizing. Analyze alternatives for the proposed drainage system. Anticipated alternatives include the staging of the proposed drainage improvements, detention alternatives, and best management practices as applicable.
  7. Prepare contract drawings, specifications, standard details, special details, and special provisions for temporary and permanent drainage.
  8. Meet with and assist ENGINEER, as appropriate, in developing the preliminary, pre-final, and final contract documents, design and quantity

- calculations, opinion of probable construction cost, and construction schedule, as it applies to drainage, including temporary drainage requirements for stage construction.
9. Assist ENGINEER in performing a constructability review of the preliminary roadway design of mainline construction contracts
  10. Assist ENGINEER with disposition of comments provided by the TOLLWAY and / or the DCM.
- D. Sediment and Erosion Control Design, Drawings and Specification Development
1. Prepare design of sediment and erosion control for each construction stage and the permanent, final conditions.
  2. Prepare design of appropriate landscape and soil erosion and sedimentation control measures.
  3. Prepare contract drawings, specifications, standard details, special details, and special provisions for sediment and erosion control measures for all construction stages and the permanent, final conditions.
  4. Provide erosion and sediment control information as necessary for permit applications.
  5. Meet with and assist ENGINEER, as appropriate, in developing the preliminary, pre-final, and final contract documents, design and quantity calculations, opinion of probable construction cost, and construction schedule, as it applies to sediment and erosion control.
  6. Assist ENGINEER in performing a constructability review of the preliminary roadway design of mainline construction contracts
  7. Assist ENGINEER with disposition of comments provided by the TOLLWAY and / or the DCM.
- E. 3-D CADD Modeling
1. Assist ENGINEER in preparing 3-D CADD models of roadway and utility elements.
  2. Review 3-D CADD base models and on-going updates.
- F. Permitting Assistance
1. Assist ENGINEER with reviewing the permits as identified by the Design Corridor Manager (DCM).
  2. Assist ENGINEER and DCM in developing up to fifteen permit applications.
  3. Assist ENGINEER in supporting the DCM in developing up to fifteen construction permits in conformance with the established schedule, including preparation of permits not prepared by the DCM.
  4. Prepare meeting agenda, meeting minutes, and applicable supporting documentation for meetings with permitting agencies, and assist ENGINEER in upload to Web-Based Program Management System.
- G. Value Management Study (VMS)
1. Attend VMS to be hosted by the DCM.
  2. Communicate with ENGINEER and OTHERS to generate responses to comments and inquiries from the VMS.
  3. Assist ENGINEER in preparation of technical memorandum to address comments and inquiries from the VMS.

- H. Quality Assurance / Quality Control (QA/QC) Reviews
  1. Develop a Consultant Quality Plan (CQP) in accordance with TOLLWAY guidelines. Submit the CQP to the ENGINEER.
  2. Execute internal QA/QC plan as defined in SUBCONSULTANT's CQP. Develop appropriate documentation.
  3. Assist ENGINEER in performing periodic reviews of SUBCONSULTANT's CQP.
  4. Perform QA/QC review of two bridge structures and three retaining walls designed by the ENGINEER.
  5. Perform QA/QC review of contract quantity development, calculations, and opinion of probable cost performed by ENGINEER.
  
- I. Administration
  1. Develop monthly invoices and progress reports in accordance with TOLLWAY requirements. Submit invoices to ENGINEER.
  2. Assist ENGINEER in communication with the DCM, TOLLWAY, and other Design Section Engineers within the Tri-State Tollway corridor.
  3. Perform internal project management, technical direction of staff, and communication.
  
- J. Meetings
  1. Attend up to ten structural review meetings with ENGINEER and DCM.
  2. Attend up to fifteen permit meetings with ENGINEER, agencies, and DCM.
  3. Attend up to twenty internal project meetings with ENGINEER.
  4. Attend up to eight meetings with DCM and TOLLWAY to review submittals and design.
  5. Attend one plan-in-hand review meeting at pre-final plan stage for each mainline contract.
  
- K. Bidding Assistance
  1. Assist ENGINEER in preparing responses to questions during advertisement.
  2. Assist ENGINEER in preparing addendum(s) as it pertains to the SUBCONSULTANT's scope of services.
  3. Assist ENGINEER in evaluating bid tabs as it pertains to the SUBCONSULTANT's scope of services.

**EXHIBIT G**

**Contract No. I-17-4297**

**Stantec Consulting Services.**

**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>
PSB 13-1/21	I-13-4614 EOWA DUR	\$5,000,000.00	\$550,000.00	12/31/2018
PSB 15-2/07	I-15-4658 EOWA I-294 to I-90	\$35,800,000.00	\$10,020,000.00	1/31/2021
PTB 175-11	Phase I PM Services	\$1,800,000.00	\$420,000.00	12/31/2018
PTB 164-02	I-57/Stunkle Road Interchange Phase III	\$5,079,000.00	\$15,000.00	12/31/2017
PTB 158-02	I-55 Managed Lanes Study	\$13,476,000.00	\$1,823,000.00	12/31/2018
PTB 167-06	Phase I PM Services	\$1,300,000.00	\$10,000.00	12/31/2017
PTB 149-27	Statewide Structural Various-Variou	\$1,600,000.00	\$95,000.00	10/31/2018
PTB 153-14	Phase I PM Services	\$1,600,000.00	\$2,000.00	12/31/2017
PTB 156-06	Pump Station 24 Phase III	\$2,731,000.00	\$20,000.00	12/31/2017
PTB 173-07	I-90/Cumberland Flyover Phase III	\$3,800,000.00	\$425,000.00	12/31/2018
PTB 158-03	IL 22 Phase II	\$232,000.00	\$37,000.00	12/31/2018

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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