

10/26/17

6.4/5

RESOLUTION NO. 21396

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services for Roadway Reconstruction and Widening, on the Tri-State Tollway (I-294) from Milepost 24.1 (I-55 Ramps) to Milepost 27.8 (Ogden Avenue), on Contract No. I-17-4298. TranSystems Corporation/Hanson Professional Services, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$23,000,000.00. 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 TranSystems Corporation/Hanson Professional Services, Inc., to obtain Design Services, for Contract No. I-17-4298 with an upper limit of compensation not to exceed \$23,000,000.00, 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 there

Approved by:





December 14, 2017

Mr. Martin A. Ross
Senior Vice President
TranSystems Corporation /
Hanson Professional Services, Inc.
1475 East Woodfield Road
Schaumburg, IL 60173

**Re: Contract I-17-4298
Tri-State Tollway, Roadway Reconstruction
I-55 Ramps (Mile Post 24.1) to
Ogden Avenue (Mile Post 27.8)
Design Section Engineering Services**

NOTICE TO PROCEED

Dear Mr. Ross:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated October 9, 2017, for Design Section Engineering Services for Contract I-17-4298. You are hereby authorized to commence with the work as of December 14, 2017, and as defined in Exhibit "F-LS" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

All billing documents should include a Lump Sum Progress Report, Invoice Summary, Prime Invoice and all Subconsultant Invoices (if any). Refer to Lump Sum Invoicing Instructions provided to you by the Tollway for directions.


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

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

In accordance with 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
Lane Closures

Dorothy Jablonski
Sue Biggs
Victoria Santiago
Program Controls
Hanson Professional Services, Inc.

File: 02.4298.01.04 LT_Tollway_PDK_4298TranSystems_Hanson-NTP_12142017

Revised: 10/27/2017

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



December 14, 2017

Mr. Martin A. Ross
Senior Vice President
TranSystems Corporation /
Hanson Professional Services, Inc.
1475 East Woodfield Road
Schaumburg, IL 60173


**Re: Contract I-17-4298
Tri-State Tollway, Roadway Reconstruction
I-55 Ramps (Mile Post 24.1) to
Ogden Avenue (Mile Post 27.8)
Design Section Engineering Services**

Dear Mr. Ross:

Enclosed is one fully executed Duplicate Original of the Agreement by and between TranSystems Corporation / Hanson Professional Services, Inc., and The Illinois Tollway.

This Agreement is transmitted to your attention for your records.

Sincerely,


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

PDK/cmhg

Enclosure

cc: PM – Jeff Allen

File: 02-4298-01-01
LT_Tollway_PDK_4298-TranSystem_HansonAgreement_12142017

Revised: 3/1/2017

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



Contract: I-17-4298

PSB: 17-3, Item 3

Consultant: TranSystems Corporation/ Hanson Professional Services

PM: J. Allen

Reviewer: E. Nava

Review Date: 10/31/2017

Resolution:	Ok
Agreements	Ok
Proposal	Ok
Certifications (PRIME only)	Ok
Delinquent Debt	Ok
DBE Compliance:	Ok
Certificate of Good Standing:	Ok
Certificate of Insurance:	Ok
State Board of Elections (Cert. of Registration)	Ok

Lump Sum Exhibits

Final Review

All exhibits for all of the consultants have been reviewed and are in compliance.

1.4.3 Item 3. I-17-4298, Tri-State Tollway, Roadway Reconstruction, I-55 Ramps (M.P. 24.1) to Ogden Avenue (M.P. 27.8)

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 95th Street (M.P. 17.8) and Balmoral Avenue (M.P. 40.0). This project is for the limits of the Tri-State Tollway between I-55 Ramps (M.P. 24.1) to Ogden Avenue (M.P. 27.8). 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 seven construction packages as follows:

1. Reconstruction of I-55 Ramp over I-294.
2. Reconstruction of mainline I-294 bridges over I-55.
3. Advance Noise and Retaining walls (M.P. 24.1 to 26.4).
4. Advance Noise and Retaining walls (M.P. 26.4 to 27.8).
5. Mainline contract from I-55 ramps to Hinsdale Oasis.
6. Mainline contract from Hinsdale Oasis to 47th Street.
7. Mainline contract from 47th Street to Ogden Avenue.

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:

- Bridge 247: Ramp A: one ramp structure
- Bridges 189/190: I-55: two crossroad structures
- Bridge 247C: Stream crossing
- Bridge 249C: stream crossing
- Bridges 259/260: 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.

Contract: 1-17-4298

Prime: Tran Systems / Hanson

Key Personnel

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

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

Project Manager (Items 1-15, 17-27 & 30-33)			
Name:	Martin Ross		
Firm:	TranSystems		
Category:	IL Licensed Professional Engineer		
License #:	062-048445		
Year Registered:	1993	State:	IL
Office Address:	1475 E Woodfield Rd, Suite 600		
City:	Schaumburg	State:	IL

Project Manager (Item 29)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer, Experience: Infrastructure/Pavement		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Engineer (Items 1-15 & 30-33)			
Name:	John Nelson		
Firm:	Hanson		
Category:	IL Licensed Professional Engineer		
License #:	062-045321		
Year Registered:	1989	State:	IL
Office Address:	815 Commerce Dr., Ste. 200		
City:	Oak Brook	State:	IL

Roadway Engineer (Items 1-9, 14, 15, 23, 30-33)			
Name:	Christopher Bonus		
Firm:	TranSystems		
Category:	IL Licensed Professional Engineer		
License #:	062-050801		
Year Registered:	1996	State:	IL
Office Address:	1475 E Woodfield Rd, Suite 600		
City:	Schaumburg	State:	IL

Structural Engineer (Items 1-11, 23, 30-33)			
Name:	Andy Nicol		
Firm:	Hanson		
Category:	IL Licensed Structural Engineer		
License #:	081-006380		
Year Registered:	2006	State:	IL
Office Address:	815 Commerce Dr., Ste. 200		
City:	Oak Brook	State:	IL

Roadway QC/QA (Items 1-15 & 31-33)			
Name:	David McDonald		
Firm:	Hanson		
Category:	IL Licensed Professional Engineer		
License #:	062-050821		
Year Registered:	1996	State:	IL
Office Address:	815 Commerce Dr., Ste. 200		
City:	Oak Brook	State:	IL

Structures QC/QA (Items 1-15 & 31-33)			
Name:	Lawrence Kirchner		
Firm:	TranSystems		
Category:	IL Licensed Structural Engineer		
License #:	081-005343		
Year Registered:	1996	State:	IL
Office Address:	222 S. Riverside Plaza, Suite 610		
City:	Chicago	State:	IL

Electrical Engineer (Items 12 & 13)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Prime Consultant Information		Prime Contact Information (ONLY "1")		Diversity Information			Person under Key Personnel		ISTHA		IDOT		OTHER			
Prime Consultant Firm Name	Prime Consultant Firm Name	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a DBA/WBE Yes / No	Does Proposal Contain Mentor Protégé Proposal Yes / No	Percentage Commitment of DBA/WBE 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
TSCHPS_TM (TransSystems)	TSCHPS_TM (TransSystems)	Martin Rosa, PE	847-407-5281	marosa@transyste.ms.com	No	Yes	26.00%	2.00%	Martin Rosa, PE	John Nelson, PE	\$ 28,119,790	\$ 4,276,604	\$ 24,169,984	\$ 5,874,503	\$ 27,899,271	\$ 7,489,462
<p>Sub-Contractor Diversity Information: 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	IL UCP, City of Chgo or N/A DBE	City of Chicago, Cook County or N/A	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	Male or Female	Yes or No M/P	
TSCHPS_TM (TransSystems)	TSCHPS_TM (TransSystems)		James Messmore	Teaming Partner	630-990-3800	jmessmore@hanson-inc.com	30.00%	N/A	N/A	N/A	No	No	Caucasian	Male	No	
TSCHPS_TM (TransSystems)	TSCHPS_TM (TransSystems)		Mark Roedel	Utilities	847-519-9595	mark@amfrisco.com	1.00%	N/A	N/A	N/A	No	Yes	Caucasian	Male	No	
TSCHPS_TM (TransSystems)	TSCHPS_TM (TransSystems)		Mark Wood	Survey, SUE, Pats & Lighting	630-737-1987	c.fidis@americansun.com	3.00%	IL UCP	N/A	City of Chicago	No	No	Hispanic	Male	No	
TSCHPS_TM (TransSystems)	TSCHPS_TM (TransSystems)		Ahsan Siddiqi	Lighting	630-438-6400	ahsan.siddiqi@ames.com	2.00%	IL UCP	N/A	N/A	No	No	Asian	Male	No	
TSCHPS_TM (TransSystems)	TSCHPS_TM (TransSystems)		Jaymin Patel	Structural, Drainage	708-383-3500	jpatel@bolingerllc.com	4.00%	N/A	N/A	N/A	No	No	Caucasian	Male	No	
TSCHPS_TM (TransSystems)	TSCHPS_TM (TransSystems)		Marion Kessy	Drainage Support	312-733-6262	admin@fluidclarity.com	2.00%	City of Chgo	N/A	City of Chicago	No	No	African American	Male	No	
TSCHPS_TM (TransSystems)	TSCHPS_TM (TransSystems)		Aia Sassia, PH.D. PE	Geotechnical	312-432-0076	asassia@gsc-consult.com	5.00%	IL UCP	N/A	City of Chicago	No	No	Hispanic	Male	No	
TSCHPS_TM (TransSystems)	TSCHPS_TM (TransSystems)		Douglas Yerkes, PH.D.	Subsurface Utility Eng	312-432-0076	dverkes@hbking.com	2.00%	N/A	N/A	N/A	No	No	Caucasian	Male	No	
TSCHPS_TM (TransSystems)	TSCHPS_TM (TransSystems)		Joseph Glennon	Structural & Civil Sup	708-236-0900	moussa.sissa@homer.com	6.00%	IL UCP	City of Chicago	N/A	Yes	No	Caucasian	Female	Yes	
TSCHPS_TM (TransSystems)	TSCHPS_TM (TransSystems)		Shan Kaderbek, PE	Structural & Civil Sup	312-884-8088	skaderbek@millhouse.com	6.00%	N/A	N/A	City of Chicago	No	No	African American	Male	Yes	
TSCHPS_TM (TransSystems)	TSCHPS_TM (TransSystems)		Charles Frangos	Civil Support	312-544-9108	cfrangos@crionengr.com	1.00%	N/A	N/A	N/A	No	Yes	Caucasian	Male	No	
TSCHPS_TM (TransSystems)	TSCHPS_TM (TransSystems)		Jason Martin	Permitting & Drainage	630-235-7176	jmartin@esa.us	1.50%	IL UCP	N/A	N/A	No	No	African American	Male	No	
TSCHPS_TM (TransSystems)	TSCHPS_TM (TransSystems)		Austin Provost	ITS	312-474-7823	aprovost@transmart.com	0.50%	IL UCP	N/A	N/A	No	No	Asian	Female	No	

Intentionally
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EXHIBIT F - Letter of Intent

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each VOSB certified vendor. **LOIs must be submitted with the 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: Tri-State Tollway, Roadway Reconstruction, I-55 Ramps (M.P. 24.1) to Ogden Avenue (M.P. 27.8) Project/Solicitation Number: I-17-4298

Name of Prime Vendor: TranSystems Corporation VOSB Compliance Contact: Martin A. Ross, PE

Address: 1475 East Woodfield Road, Suite 600

City: Schaumburg State: IL Zip Code: 60194

Telephone: (847) 407-5269 Fax: (847) 463-0565 Email: maross@transystems.com

Name of Certified VOSB Vendor: American First Contracting, Inc.

Address: 2800 West Higgins Road, Suite 500 VOSB Compliance Contact: Mark Roeckell

City: Hoffman Estates State: IL Zip Code: 60169

Telephone: (847) 519-9595 Fax: (847) 519-9797 Email: mark@amfirstcontracting.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: TBD - Upon Notice to Proceed

Proposed 1.00 % of Contract to be performed by the VOSB Vendor.

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

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

Project Controls

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

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

[Redacted]
Signature

Print Name: Martin A. Ross, PE

Title: Senior Vice President

Date: May 4, 2017

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

[Redacted]
Signature

Print Name: Mark C Roeckell

Title: President

Date: May 4, 2017

1-17-4298

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

Business Name **American First Contracting, Inc.**
 Owner **Mr. Mark Roeckell**
 Address **2800 W. Higgins Road**
 > [Map This Address](#) **Suite 500**
Hoffman Estates, IL 60169
 Phone **847-519-9595**
 Fax **847-519-9797**
 Email **mark@amfirstcontracting.com**
 Website **<http://www.amfirstcontracting.com>**
 Ethnicity **Caucasian**
 Gender **Male**
 County **Cook (IL)**

Certification Information

Certifying Agency **State of Illinois Central Management Services**
 Certification Type **SDVOSB - Service Disabled Veteran Owned Small Business**
 Renewal Date **4/23/2018**
 Expiration Date **4/23/2018**
 Certified Business Description **Consulting Services**
Civil Engineering
Industrial Management Services

Commodity Codes

Code	Description
NIGP 918	Consulting Services
NIGP 92517	Civil Engineering
NIGP 95859	Industrial Management Services

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: Tri-State Tollway, Roadway Reconstruction, I-55 Ramps (M.P. 24.1) to Ogden Avenue (M.P. 27.8) Project/Solicitation Number: I-17-4298

Name of Prime Vendor: TranSystems Corporation VOSB Compliance Contact: Martin A. Ross, PE

Address: 1475 East Woodfield Road, Suite 600

City: Schaumburg State: IL Zip Code: 60194

Telephone: (847) 407-5269 Fax: (847) 463-0565 Email: maross@transystems.com

Name of Certified VOSB Vendor: Orion Engineers

Address: 220 North Green Street VOSB Compliance Contact: Charles Frangos, PE, PTOE

City: Chicago State: IL Zip Code: 60607

Telephone: (312) 544-9108 Fax: (312) 404-8168 Email: cfrangos@orionengineersllc.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: TBD - Upon Notice to Proceed

Proposed 1.00 % of Contract to be performed by the VOSB Vendor.

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

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

Civil Support

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

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

Signature
Print Name: Martin A. Ross, PE
Title: Senior Vice President
Date: May 4, 2017

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

Signature
Print Name: Charles Frangos, PE PTOE
Title: President
Date: May 3, 2017

1-17-4298

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

Business Name **Orion Engineers, LLC**
 Owner **MR. CHARLES FRANGOS**
 Address **220 N Green Street**
 > [Map This Address](#) **Chicago, IL 60607**
 Phone **312-544-9108**
 Fax **312-544-9108**
 Email **cfrangos@orionengineersllc.com**
 Website **<http://www.orionengineersllc.com>**
 Ethnicity **Caucasian**
 Gender **Male**
 County **Cook (IL)**

Certification Information

Certifying Agency **State of Illinois Central Management Services**
 Certification Type **VOSB - Veteran Owned Small Business**
 Renewal Date **7/16/2018**
 Expiration Date **7/16/2020**
 Certified Business Description **Civil Engineering,
 General Construction: Management, Scheduling, Cost Estimation
 - Engineering,
 Highways, Streets, Airport Pay-Parking Lots - Engineering,
 Land Development and Planning/Engineering,
 Municipal Engineering,
 Traffic and Transportation Engineering,
 Erosion Control Services**

Commodity Codes

Code	Description
NIGP 92517	Civil Engineering
NIGP 92544	General Construction: Management, Scheduling, Cost Estimation - Engineering
NIGP 92549	Highways, Streets, Airport Pay-Parking Lots - Engineering
NIGP 92561	Land Development and Planning/Engineering
NIGP 92570	Municipal Engineering
NIGP 92593	Traffic and Transportation Engineering
NIGP 98814	Erosion Control Services

Additional Information

Region **Metro Chicago**

I-17-4298

Unified Certification Program - Search

Contractor Details

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

[Print](#)

**American Surveying
& Engineering, P.C.**

Coventine Fidis
150 N. Wacker Dr., Ste.
2650
Chicago, IL 60606

County: Cook

Email: c.fidis@americansurvey.com

Phone: (312) 277-2000

Fax: (312) 277-2002

Categories: Architecture\Engineering, Construction,
Professional

NAICS	Speciality
238910-Site Preparation Contractors	238910- MISC: CONSTRUCTION LAYOUT AND STAKING
531210-Offices of Real Estate Agents and Brokers	531210- MISC: REAL ESTATE NEGOTIATOR
531320-Offices of Real Estate Appraisers	531320- REAL ESTATE APPRAISAL
541320-Landscape Architectural Services	541320- URBAN PLANNING
541330-Engineering Services	541330- WATERWAYS: COMPLEX CONSTRUCTION INSPECTION
541370-Surveying & Mapping (except Geophysical) Serv.	SUBSURFACE UTILITY ENGINEERING
541620-Environmental Consultant Services	WATERWAYS: TYPICAL FREEWAYS
541690-Other Scientific & Technical Consulting	ROADS AND STREETS LOCATION DRAINAGE 541370- SURVEYING 541620- ENVIRONMENTAL IMPACT STATEMENTS SANITARY ENGINEERING ENVIRONMENTAL ASSESSMENT 541690- TECHNICAL TRAINING

I-17-4298

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
TRAFFIC SIGNALS
STUDIES: TRAFFIC
FREEWAYS
ROADS AND STREETS

I-17-4298

Unified Certification Program - Search

Contractor Details

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

[Print](#)

Fluidclarity Ltd.

Marion E Kessy
1144 W. Lake Street
Oak Park, IL 60301-1043

County: Cook

Email: adriana.rodriguez@fluidclarity.com

Phone: 708-383-3500

Fax: 708-383-3549

Categories: Professional

NAICS

541330-Engineering services

Speciality

NAICS 541330 Engineering services

I-17-4298

Unified Certification Program - Search

[Contractor Details](#)

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

[Print](#)

GSG Consultants, Inc.

Guillermo Garcia
855 W. Adams, Suite 200
Chicago, IL 60607-0000

County: Cook

Email: ggarcia@gsg-consultants.com

Phone: 312-733-6262

Fax: 312-733-5612

Categories: Construction, Professional

NAICS	Speciality
238910-Site Preparation Contractors	541620-Environmental Consulting
541330-Engineering services	541330-Engineering Services
541620-Environmental consulting services	541690-Other Scientific and Technical Consulting Services
541690-Other Scientific and Technical Consulting Services	238910-Site Preparation Contractors

I-17-4298

Unified Certification Program - Search

[Contractor Details](#)[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**HBM Engineering
Group, LLC**

Hayat A Issa
4415 W. Harrison St., Ste.
231
Hillside, IL 60162-0000

County: Cook**Email:** HAYAT.ISSA@HBMENGINEERING.COM**Phone:** 708-236-0900**Fax:** 708-236-0901**Categories:** Miscellaneous, Professional**NAICS**541330-Civil engineering
services541330-Construction
engineering services541330-Engineering
consulting services541330-Engineering design
services541330-Engineering
services**Speciality**NAICS 541330 Civil
engineering services NAICS541330 Construction
engineering services NAICS541330 Engineering
consulting services NAICS541330 Engineering design
services NAICS 541330

Engineering services

I-17-4298

Unified Certification Program - Search

Contractor Details

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

Print

**Milhouse
Engineering and
Construction Inc.**

Wilbur C. Milhouse
60 EAST VAN BUREN
ST., STE 1501
CHICAGO, IL 60605-
0000

County: Cook

Email: wmilhouse@milhouseinc.com

Phone: 312-987-0061

Fax: 312-987-0071

Categories: Construction, Professional

NAICS	Speciality
236220-Commercial building construction general contractors	236220 Commercial and Institutional Building Construction
236220-Construction management, commercial and institutional building	Commercial building construction general contractors
236220-Commercial and Institutional Building Construction	Construction management, commercial and institutional building
237110-Sewage collection and disposal line construction	237110 Sewage collection and disposal line construction
237110-Utility line (i.e., sewer, water), construction	Utility line (i.e., sewer, water), construction
237310-Construction management, highway, road, street and bridge	237310 Construction management, highway, road, street and bridge
541512-Computer-aided design (CAD) systems integration design services	541512 Computer-aided design (CAD) systems integration design services

I-17-4298

Unified Certification Program - Search

Contractor Details

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

Print

SE3, LLC

Email: 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

Studies: Traffic and Safety,

Systems Design Services

Reconstruction/Major

541611-Administrative

Rehabilitation, Rehabilitation

Management and General

and Construction Inspection

Management Consulting

541611 - Program

Services

Management, Program

Controls

541512 - Systems

Design/Deployment

I-17-4298

Unified Certification Program - Search

Contractor Details

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

[Print](#)**TranSmart
Technologies, Inc.**

Jing Connie Li
15 Ellis Potter Court
MADISON, WI 53711-
0000

Email: jkodet@transmartinc.com**Phone:** 608-268-3910**Fax:** 608-273-4783**County:** Dane**Categories:** Professional**NAICS**

541330-Engineering
consulting services

Speciality

541330-Engineering consulting
services
INTELLEGENENT
TRANSPORTATION SYSTEMS
(ITS), TRAFFIC
ENGINEERING, HIGHWAY
ENGINEERING,
TRANSPORTATION
PLANNING, TRANSIT
SYSTEMS, ENVIRONMENTAL
ASSESSMENT, GEOGRAPHIC
INFORMATION SYSTEM (GIS),
COMPUTER AIDED DESIGN
(CAD), INFORMATION
TECHNOLOGY

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM

FOR

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

PSB: 17-3 ITEM: 3

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
TranSystems Corporation	1475 East Woodfield Road Schaumburg IL 60173		Milhouse Engineering & Construction, Inc.	60 E Van Buren Street, Suite 1501, Chicago, IL 60605

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

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

I. PROGRAM PURPOSE

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

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

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

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

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

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

Scope:

Structural work in Structures (Highway Bridges: Complex)

- 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 4.00 %

Note: Protégé participation in this area is optional

3. Total participation by the Protégé (Sum of 1. and 2.) 6.00 %

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

Milhouse Engineering & Construction, Inc. has successfully completed projects for the Tollway which included bridge structures and is currently prequalified with IDOT for Structures - Highway: Advanced Typical. To date Milhouse has not had the opportunity to participate in a project that included Complex Bridges for the Tollway. Providing opportunities for Milhouse staff to take on significant roles in the design and development of the complex bridge plans required for this project would help Milhouse gain the necessary experience to obtain IDOT prequalification for Structures - Highway: Complex, and enhance their ability to lead and/or prime these projects in the future.

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

Assign Milhouse staff to bridges meeting complex bridge qualifications so they can work to gain necessary experience in complex structures. TranSystems will meet with Milhouse prior to start of the job to formulate mentoring plan. After that, we will meet on a quarterly basis to continue assessment of protege needs. TranSystems will review Milhouse's work in the area of complex structures and guide Milhouse during design process.

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

RR-11-4021; I-13-4108

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

Areas of Assistance:

4021 - Project management, accounting, business development; 4108 - Documentation and change orders, proposals and statements of interest

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

YES NO

<u>Date</u>	<u>Contract #</u>	<u>Description of Scope</u>
<u>9/12/2013</u>	<u>I-11-4020</u>	<u>Construction Management Services</u>
<u>3/26/15</u>	<u>RR-14-4199</u>	<u>Maintenance Facilities, Site Plan, Civil Design Upon Request</u>
<u> </u>	<u> </u>	<u> </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>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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.

V. STATEMENT OF COMMITMENT

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

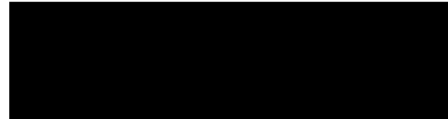
Should the proposer, after contract negotiation, wish to modify the 'Plan to Achieve Diversity Goal', the awarded consultant is requested to submit to the General Manager of Diversity a detailed explanation of the work category changes that were not known at the time of the SOI submittal.



SIGNATURE (Mentor Representative)

5/4/2017

(Date)



SIGNATURE (Protégé Representative)

5/4/17

(Date)

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM

FOR

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

PSB: 17-3 ITEM: 3

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE MENTOR:

Hanson Professional Services, Inc.

FIRM NAME
ADDRESS

Hanson Professional Services, Inc.
815 Commerce Drive, Suite 200
Oak Brook, Illinois 60523

A
N
D

THE PROTÉGÉ:

HBM Engineering Group, LLC.

FIRM NAME
ADDRESS

HBM Engineering Group, LLC
4415 West Harrison Street
Hillside, Illinois 60162

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

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

I. PROGRAM PURPOSE

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

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

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

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

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

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

Scope:

- Work not applicable to prequalification category(ies) _____ 1.00%

Scope:

A combination of Complex MOT, Roadway/Barrier Warrants and Project Man. (See Section B for potential items)

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 5.00 %

Note: Protégé participation in this area is optional

3. Total participation by the Protégé (Sum of 1. and 2.) 6.00 %

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

Our Assessment of HBM Engineering Partnering for Growth Program needs, come from our past prime/ subconsultant relationship.

HBM has a strong design expertise in roadway design, drainage, maintenance of Traffic, barrier warrant analysis, bridge and retaining wall design. The Protégé has indicated that they can use guidance in the following areas:

- Gain new ideas on Structural QA/QC methods for Complex Structures.
- Expand expertise in Complex Maintenance of Traffic
- Advance HBM Experience in coordinating multiple disciplines and external agency coordination.
- Advance HBM knowledge in Barrier Warrant Analysis.
- Advance HBM Knowledge in environmental requirements and the permitting process.

HBM feels that these areas would benefit HBM and this is an important next step for the firm as they would like to pursue more work with the Tollway.

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

Hanson's staff which includes several professional personnel familiar with the following areas that HBM needs guidance to advance and/or improve. We will work with HBM to mentor in one or more of the following items or those in Section B above:

- Gain new ideas on Structural QA/QC methods for Complex Structures.
- Expand expertise in Complex Maintenance of Traffic
- Advance HBM Experience in coordinating multiple disciplines and external agency coordination.
- Advance HBM knowledge in Roadway/Barrier Warrant Analysis.
- Advance HBM Knowledge in environmental requirements and the permitting process.

Hanson and HBM will meet as necessary throughout the development of the project.

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

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

YES NO

<u>Date</u>	<u>Contract #</u>	<u>Description of Scope</u>
March 8, 2011	RR-10-5613	Bridge Rehabilitation - preparation of a contract plans and specifications
_____	_____	_____
_____	_____	_____

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

YES NO

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

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

YES NO

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

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

YES NO

<u>PTB No/Item</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
PTB165-010	13,615.62	GRAEF	Highways (Freeways), Contract Specifications, Structures (Highway:Typical), and QA/QC
PTB163-001	19,992.13	AECOM	To Graduate from Structures(Advance: Typical to Structures(Complex)
_____	_____	_____	_____


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.

No

V. STATEMENT OF COMMITMENT

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

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

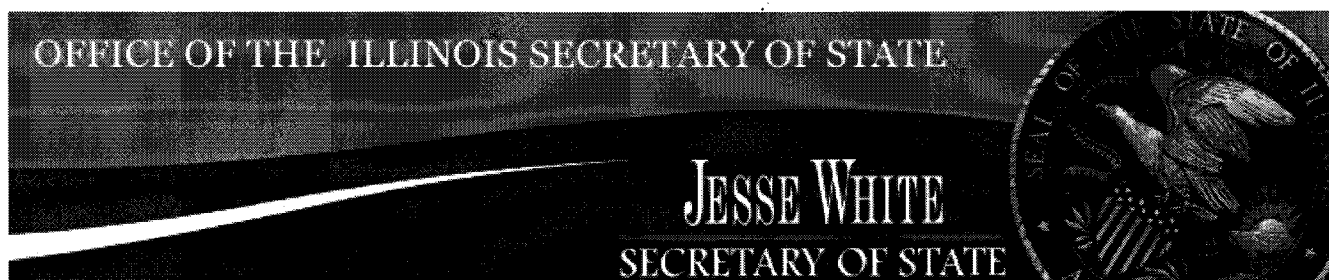

SIGNATURE (Mentor Representative)


SIGNATURE (Protégé Representative)

5-3-2017
(Date)

5/2/2017
(Date)

I-17-4298



CORPORATION FILE DETAIL REPORT

File Number	57766387		
Entity Name	TRANSYSTEMS CORPORATION		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	04/12/1994	State	MISSOURI
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	09/20/1996
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	PAUL J MALIR 2400 PERSHING RD STE 400 KANSAS CITY MO 64108
Agent City	CHICAGO	Secretary Name & Address	JULIE A FRIGON 2400 PERSHING RD STE 400 KANSAS CITY MO 64108
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	03/30/2017	For Year	2017
Assumed Name	INACTIVE - JBM ENGINEERS & PLANNERS		
Old Corp Name	12/07/1995 - JBM ENGINEERS & PLANNERS, INC.		

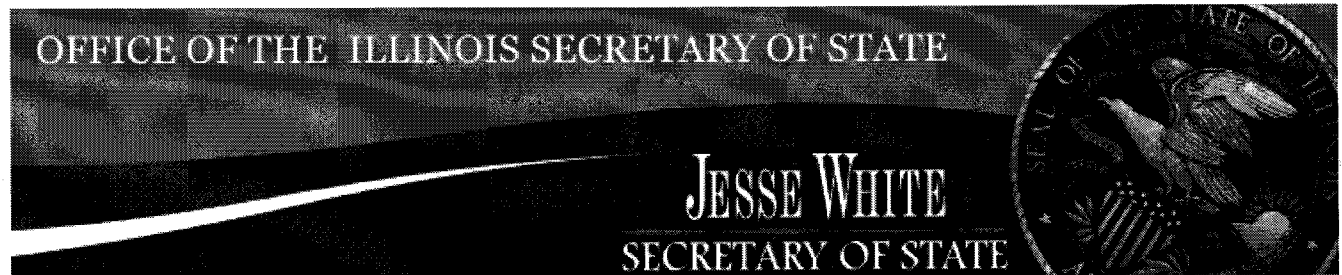
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I-17-4298



CORPORATION FILE DETAIL REPORT

File Number	17018124		
Entity Name	HANSON PROFESSIONAL SERVICES INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	01/10/1964	State	DELAWARE
Agent Name	HARVEY B STEPHENS	Agent Change Date	03/24/1983
Agent Street Address	700 1ST NATL BANK BLDG	President Name & Address	JEFFREY T BALL 1525 S 6TH ST SPRINGFIELD IL 62703
Agent City	SPRINGFIELD	Secretary Name & Address	JOHN PATRICK COOMBE 9015 TOWN CENTER PARKWAY STE 105 LAKEWOOD
Agent Zip	62701	Duration Date	PERPETUAL
Annual Report Filing Date	12/13/2016	For Year	2017
Assumed Name	ACTIVE - HANSON ENGINEERS INCORPORATED		
Old Corp Name	07/18/2001 - HANSON ENGINEERS INCORPORATED		

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:43 10/13/17

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: [REDACTED]

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/13/17 AT 07:59 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:43 10/13/17

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/13/17 AT 08:00 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:43 10/13/17

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/13/17 AT 08:01 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:43 10/13/17

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/13/17 AT 08:01 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:43 10/13/17

ACTION: S

VENDOR NUMBER= [REDACTED]
VENDOR NAME: [REDACTED]

OFFSET: 00 OF 00

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/13/17 AT 08:02 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:43 10/13/17

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/13/17 AT 08:02 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:43 10/13/17

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: [REDACTED]

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/13/17 AT 08:02 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:43 10/13/17

ACTION: S

VENDOR NUMBER=



OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/13/17 AT 08:03 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:43 10/13/17

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/13/17 AT 09:06 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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OFFSET CONTRACT INQUIRY

07:43 10/13/17

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/13/17 AT 08:03 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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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:43 10/13/17

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: [REDACTED]

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/13/17 AT 08:04 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:43 10/13/17

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/13/17 AT 08:04 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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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:43 10/13/17

ACTION: S

VENDOR NUMBER= [REDACTED]
VENDOR NAME: *

OFFSET: 00 OF 00

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/13/17 AT 08:04 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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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:43 10/13/17

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/13/17 AT 08:05 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Vendor Code Checklist

Name of Requestor: Eleanor Curcuro

Check One:


- Create New Vendor Code
- Activate Inactive Vendor Code
- Update / Modify Vendor Code

Existing Vendor Code (if applicable):	
Vendor Name:	TranSystems Corporation/Hanson Professional Services, Inc. (Tschps_TM)
Contact Person Name:	Martin Ross
Address:	1475 East Woodfield Road, Suite 600, Schaumburg, Illinois 60173
Phone:	847-605-9600
Fax:	847-605-9610
FEIN:	43-0839725
E-mail Address:	maross@transystems.com
Web Address:	www.transystems.com
Remittance Address:	Same as vendor code TRA660

Attach W-9 and Additional Applicable Documentation from Vendor
(E-mail, Letter from Vendor on Company Letterhead, or Invoice to Support the Modification)

Reason for New Code / Activation / Modification:

TranSystems Corporation/Hanson Professional Services, Inc. (Tschps_TM) was the top firm selected for PSB 17-3 item 3 (contract # I-17-4298). This team will be in charge of the following project: Tri-State Tollway, Roadway Reconstruction, I-55 Ramps (M.P. 24.1) to Ogden Avenue (M.P. 27.8). Phase II Engineering Services.

Approved By: 

Requesting Department Chief
or
Designee Signature _____
(if request originated outside of the Procurement Department)

Date: 7-25-17

Procurement Department Chief
or
Designee Signature _____

Date: _____

Paul Kovacs Chief Engineering
Printed Name and Title Officer

Roger Nondorf
Deputy Chief of Procurement

Nava, Elvia

From: Curcuro, Eleanor
Sent: Wednesday, October 25, 2017 10:57 AM
To: Nava, Elvia
Subject: FW: Catapult - New Vendor Codes for Teams

From: Curcuro, Eleanor
Sent: Wednesday, August 02, 2017 2:54 PM
To: Flippin, Mark
Subject: RE: Catapult - New Vendor Codes for Teams

I verified, and it looks good. Thanks!!!

From: Flippin, Mark
Sent: Wednesday, August 02, 2017 2:37 PM
To: Curcuro, Eleanor
Subject: RE: Catapult - New Vendor Codes for Teams

Done

I think

Please verify

From: Curcuro, Eleanor
Sent: Wednesday, August 02, 2017 11:42 AM
To: Flippin, Mark
Subject: Catapult - New Vendor Codes for Teams

Hi Mark,

I reached out to Julia Shaw to have vendor codes created for 5 teams that were recently awarded contracts for PSB 17-3. She provided me with the vendor codes listed below in red. When I tried to input these codes in Catapult, I received a vendor maintenance error that said "Duplicate vendor numbers are not allowed". When I told Julia that I was having a problem with these codes...and when I also asked her if I should have new codes that are just for the team (and not the same code that is used for the team lead), she said that you deal with Catapult and can help. Do you know why I am receiving that error when I try to put the codes in the vendors module, and would you be able to help me with the issue?

1. TRA158 TranSystems Corporation/Hanson Professional Services, Inc. (Short name TSCHPS_TM)
2. BEN159 Alfred Benesch & Company/The Roderick Group, Inc./2IM Group, LLC (Short name ALTR2I_TM)
3. VCO159 V3 Companies of Illinois, Ltd./Michael Baker International, Inc. (Short name V3CMBJ_TM)
4. BOW159 Bowman, Barrett & Associates Inc./Christopher B. Burke Engineering, Ltd. (Short name BBACBE_TM)
5. DES159 d'Escoto, Inc./Burns & McDonnell Engineering, Inc. (Short name DESBME_TM)

TEAMING AGREEMENT

This TEAMING AGREEMENT ("Agreement") is made as of the 10th day of October, 2017 by and between **TRANSYSTEMS CORPORATION**, a Missouri corporation ("TranSystems") and **HANSON PROFESSIONAL SERVICES INC.**, a Delaware corporation ("**Hanson**"), (each individually, a "Party" and collectively, the "Parties") for the following reasons:

- (1) The Parties prepared and submitted a Statement of Interest (the "SOI") to the Illinois State Toll Highway Authority ("Tollway"), dated May 4, 2017 for PSB 17-3, Item 3 to provide certain professional engineering services with respect to Contract I-17-4298, I-294, Tri-State Tollway, Roadway Reconstruction, I-55 Ramps (MP 24.1) to Ogden Avenue (MP 27.8) (the "Project"); and
- (2) The Tollway has accepted the SOI and now desires that the Parties perform or provide such services in accordance with the SOI; and
- (3) The Parties prepared and submitted a Proposal dated October 9, 2017 to perform design section engineering services for Contract I-17-4298; and
- (4) The Parties agree to enter into a Contract (Exhibit A), with TranSystems as the Prime and **Hanson** as a subconsultant, subsequent to execution of a Design Section Engineer Agreement Including Teaming Lump Sum ("DSE Teaming Agreement") (Exhibit B) between the Tollway and the Parties stemming from the above referenced SOI; and
- (5) The Parties enter into this teaming arrangement for the limited purpose set forth herein; and
- (6) The Parties intend by this Agreement to specify their rights and obligations with respect to one another, and all other matters pertaining to the affairs of the Team.

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

ARTICLE 1 – PURPOSE

1.1 The Parties hereby associate themselves as a Team for the sole and limited purpose of (a) jointly negotiating and signing a DSE Teaming Agreement (Exhibit B) with the Tollway based on the SOI, (b) performing such DSE Teaming Agreement and (c) defining the rights and obligations among the Parties in connection with the performance of the DSE Teaming Agreement.

1.2 This Agreement shall not limit any Party hereto from engaging in other business for its own account. Each Party agrees, however, to provide sufficient attention and personnel to its obligations hereunder so that such obligations shall be properly and promptly performed.

ARTICLE 2 – PARTY RELATIONSHIPS

2.1 Nothing contained in this Agreement shall be construed as to constitute, create, give effect to, or otherwise recognize any partnership, representative, agency, employment relationship, fiduciary relationship, or formal business entity of any kind amongst the Parties except as specifically necessary and set forth in this Agreement for performance of the DSE Teaming Agreement. The rights and obligations of the Parties shall be limited to those expressly set forth herein.

2.2 No Party hereto shall have the authority or right, nor shall any Party hereto hold itself out as having the authority or right, to borrow money or incur obligations of any kind whatsoever, express or implied, on behalf of or in the name of the Team or any other Party hereto without the express prior written consent of the Team or such other Parties, respectively.

2.3 No Party hereto shall have the authority or right, nor shall any Party hereto hold itself out as having the authority or right, to accept service of any legal process addressed to or intended for any other Party hereto.

2.4 No Party hereto shall have the right to unilaterally withdraw from the Team if such withdrawal would cause the other party or the Team to be in breach of any other contract to which it is a party, including but not limited to the DSE Teaming Agreement, nor shall it withdraw without cause unless mutually agreed upon amongst the Parties.

Managing Firm: TranSystems Corporation
Firm Responsible for Invoicing TranSystems Corporation

The Parties designate the following individuals as Authorized Representatives of the Team to act on behalf of their respective Party and on behalf of the Team:

TranSystems: Martin A. Ross, PE – Project Manager
Hanson: John Nelson, PE – Project Engineer

Percentage of Work. TranSystems and **Hanson** shall divide the work between the Parties, exclusive of other subconsultants, as follows:

TranSystems: 53%
Hanson: 47%

Direct Costs. TranSystems and Hanson shall divide Direct Costs common to the Project such as printing of plans, reports and other deliverables to the Client and other direct costs as mutually agreed upon by both parties. Direct costs attributable to each firm's work including travel costs to Project meetings shall be borne by the respective firm.

Staffing. The Parties shall furnish from their respective organizations, all of the personnel, skill, experience and knowledge which is required for the efficient and expeditious management of the Team. Personnel of each Party assigned to the Project shall remain employees of their respective employers. Other personnel may be assigned to the Project at the request of the Project Manager or Project Engineer as required for the performance of the Team's obligations under the DSE Teaming Agreement.

Supplemental Contracts and Contract Reallocations. The Parties shall jointly negotiate the DSE Teaming Agreement, Supplemental Contracts and Contract Reallocations with the Tollway. No Party shall be authorized to make commitments for the other Party without the prior written approval of such other Party. Any changes to the scope of services, fees, or subconsultant agreements shall be divided equitably between the parties in accordance with the percentages shown above.

ARTICLE 3 – CONFIDENTIALITY

This Agreement is confidential and neither Party shall disclose its existence or its terms to any third party except as expressly agreed to in writing between the parties. No releases shall be made to the news media or the general public relating to this Agreement or participation on the Project without the prior written approval of both Parties, which approval shall not be unreasonably withheld.

ARTICLE 4 – TERM AND TERMINATION

Except as expressly provided in Article 4.2 and Article 5, all rights and obligations of the Parties under this Agreement shall terminate on the earliest of the following:

- 4.1 The mutual agreement of the Parties to terminate this Agreement.
- 4.2 Expiration of one (1) year from the effective date of the completion of the DSE Teaming Agreement as recognized and recorded by the Tollway.

ARTICLE 5 – PROPRIETARY INFORMATION

TranSystems and **Hanson**, to the extent of each Party's contractual and lawful right to do so, shall exchange proprietary technical and other information as is reasonably required for each to perform its obligations hereunder. TranSystems and **Hanson** each agree to keep such information in confidence, for use only in connection with this Agreement, and to prevent its disclosure to any person or entity except employees of their respective organizations who have a need to know and who are informed of their obligations under this Agreement. Proprietary information shall be designated in writing or by appropriate stamp or legend. No sheet or page will be so labeled which is not, in good faith, believed by the Party labeling it to contain proprietary information.

Proprietary information shall not include information which (i) is already known to the receiving Party at the time of its disclosure, (ii) is or becomes publicly known through no wrongful act of the receiving Party, (iii) is communicated to a third party with the express written consent of the owner of the information, (iv) is independently developed by the receiving Party, or (v) is required by law to be disclosed to any governmental agency (provided that before making such disclosure, the receiving Party shall immediately give the owner of the information written notice and an opportunity to object to the disclosure or take action to assure confidential handling of the information).

The Parties' obligations under this Article shall survive the termination of the Agreement.

ARTICLE 6 – ASSIGNMENT

Neither this Agreement nor any interest herein may be assigned, in whole or in part, by either Party without the prior written consent of the other Party.

ARTICLE 7 – ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all prior representations and agreements, oral or written. It shall not be modified, except in writing, executed by both Parties. The validity, construction, scope and performance of this Agreement shall be governed by the laws of the State of Illinois.

ARTICLE 8 – LIMITATION OF LIABILITY; MUTUAL INDEMNITY

The parties hereto acknowledge the requirements of Article VI of the DSE Teaming Agreement with the Tollway including the provisions therein that the parties shall be jointly and severally liable to the Tollway for any and all damages, injuries and claims, including those arising from the professional acts, errors or omissions resulting from services rendered under that Agreement by the parties hereto and those for whom they are legally liable. Therefore, in consideration of accepting such joint and several liability to the Tollway, the parties hereto expressly agree that to the greatest extent permitted by law each party hereto will indemnify the other party for any and all damages, losses, causes of action, suits, injuries and claims, (including reasonable attorneys fees and costs of litigation) arising from or related to an indemnifying party's negligent acts, errors or omissions related to services rendered under the DSE Teaming Agreement, including but not limited to any breach thereof (and/or this Teaming Agreement) and/or intentional misconduct, but only to the extent caused by the indemnifying party's negligent acts, errors or omissions, breach of contract, and/or intentional misconduct or that of the indemnifying party's third party subconsultant for whom it is legally liable. Neither party shall indemnify the other to the extent of the other party's negligence, breach and/or intentional misconduct.


Excluding indemnity and/or contribution liability, neither Party shall be liable to the other for any indirect, incidental, special or consequential damages, however caused, whether as a consequence of the negligence of one party or otherwise.

ARTICLE 9 – COMPLIANCE WITH LAWS

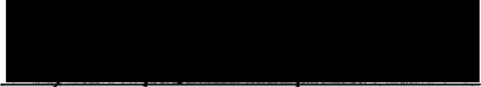
The Parties, in the performance of this Agreement, shall comply with all applicable Federal, State and local laws, ordinances, and regulations.

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

TranSystems Corporation

Signature: 
Name: Martin A. Ross, P.E.
Title: Senior Vice President
Date: October 19, 2017

Hanson Professional Services Inc.

Signature: 
Name: James P. Messmore
Title: Senior Vice President
Date: October 19, 2017

DESIGN SECTION ENGINEER
AGREEMENT INCLUDING TEAMING
LUMP SUM

The Board of Directors, on the 26th day of **October, 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 comprised of the Team of **TRANSYSTEMS CORPORATION / HANSON PROFESSIONAL SERVICES INC.**, 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 **October 9, 2017**, to provide design section engineering services for Contract No. **I-17-4298** for **Tri-State Tollway, Roadway Reconstruction, I-55 Ramps (Mile Post 24.1) to Ogden Avenue (Mile Post 27.8)**; 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 3**, 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-17-4298** for **Tri-State Tollway, Roadway Reconstruction, I-55 Ramps (Mile Post 24.1) to Ogden Avenue (Mile Post 27.8)** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **October 9, 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.

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

ARTICLE II

Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief 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 October 27, 2017** and ending **October 31, 2024**, in accordance with the schedule included in the attached proposal.

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

ARTICLE III

Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S agreed LUMP SUM in increments as detailed further in Exhibit "1" with an upper limit of compensation of **Twenty-Three Million Dollars and No Cents (\$23,000,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that subcontractors (if applicable) submit invoices in a manner consistent with the terms of this Agreement and shall include language in 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. The Team of **TranSystems Corporation / Hanson Professional Services, 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.

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

ARTICLE VII

Insurance

The DESIGN SECTION ENGINEER agrees to procure and maintain during the entire term of this contract and any extensions thereto, at its own expense and without additional expense to the TOLLWAY, adequate insurance for claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the DESIGN SECTION ENGINEER, his agents,

representatives, employees or subcontractors. Work shall not commence until all insurance required by this section has been obtained and acceptable documentation provided to the TOLLWAY. Acceptable insurance companies shall be authorized or approved to transact business under the laws of the State of Illinois, shall be rated by A.M. Best and Company with a financial strength rating of "A-" or better and a financial size category of not less than "VII".

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

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

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

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

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

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

ARTICLE VIII

Ownership of Documents

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

ARTICLE IX

Financial Statement

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

ARTICLE X

Successors and Assigns

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

ARTICLE XI

Subcontractors

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

ARTICLE XII

Suspension

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

ARTICLE XIII

Termination

A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the DESIGN SECTION ENGINEER. Upon termination and within ten (10) days of said termination, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report, in form satisfactory to the Chief 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 for The Illinois State Toll Highway Authority 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 based on the percent complete of the task or deliverable at the time of termination.

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 for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

4. The total compensation due to the DESIGN SECTION ENGINEER in the event of Termination for Cause shall be the following, less all previous payments to the DESIGN SECTION ENGINEER, and any credits or set-offs due to the TOLLWAY based on the percent complete of the task or deliverable at the time 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 **TranSystems Corporation, 1475 East Woodfield Road, Schaumburg, Illinois 60173**, 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-17-4298 the day and year first above written.


THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY


TRANSYSTEMS CORPORATION /
HANSON PROFESSIONAL
SERVICES, INC.


Chair/Executive Director-Signature Date
Robert Schillerstrom/Greg Bedalov 12/13/17



Senior Vice President Date
TranSystems Corporation 10/19/17

Martin A. Ross
Printed Name as Signed Above

APPROVED:

Chief Financial Officer — Signature Date
Michael Colsch 12-7-17


Senior Vice President Date
Hanson Professional Services, Inc. 10/19/17

James P. Messmore
Printed Name as Signed Above

APPROVED:

General Counsel + Signature Date
Elizabeth Oplawski 12/1/17

ACTING

Approved as to Form and Constitutionality


Attorney General, State of Illinois — Robert Lane - Signature Date
Tiffany Schaefer 12/1/17

**DESIGN SECTION ENGINEER PROPOSAL
LUMP SUM**

FOR CONTRACT NUMBER I-17-4298

This proposal, dated October 9, 2017, is submitted by TranSystems Corporation/Hanson Professional Services of Schaumburg, Illinois for Design Section Engineer's Service.

LOCATION OF DESIGN SECTION

The location of the construction Contract I-17-4298 for which we propose to provide Design Section Engineering Services is from Mile Post 24.1 to Mile Post 27.8 on the Tri-State Tollway (I-294), in Cook County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 17-3, Item # 3 more fully detailed in Exhibit F-LS, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, and 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; and may include checking of shop drawings and consultation during the construction period. 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:

DESIGN SERVICES: Lump Sum (\$23,000,000.00)

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

LUMP SUM – During the course of the project the compensation shall be the agreed to, fixed, Lump Sum. This sum shall not be altered in anyway unless agreed to by a prior written approval of the TOLLWAY. The LUMP SUM scope is determined by a combination of assigned values (in US Dollars) for each deliverable listed in the Exhibit F–LS Scope of Services. The assigned value of each deliverable includes all necessary costs for efforts to provide the deliverable as well as all the direct and indirect labor costs and all costs associated with the scope of work.

The LUMP SUM project is divided into a series of Tasks, with each Task consisting of one or more deliverables of a specific value. The Deliverables value as a percentage of the overall value of the Task determines the “weight” of the Deliverable. The “weight” of the Task is determined by the combined value of the Deliverables within the Task as a percentage of the overall value of the LUMP SUM.

Discrete Tasks and Assigned Deliverables - Progress is determined by “Earning Rules” for each of the Deliverables (except for Level of Effort and Apportioned – detailed below). These Earning Rules apply the following consistent values as a percent complete for each Deliverable. They are as follows:

15% - Mobilization or the initial effort in starting work on a Deliverable (e.g., indexes, table of contents, sheet layout, etc.)

50% - Significant Progress on the deliverable. Determined by providing evidence that work on that Deliverable has produced elements of the Deliverables (e.g., geometry plans, calculations, survey results, cross-sections, logs, details sheets, etc.).

85% - QA/QC – The formal Quality Control process has started for the Deliverable which indicates the Deliverable is nearing completion.

95% - Submittal to the TOLLWAY and their agents for review.

100% - Completion of the Deliverable which would include providing disposition of all review comments if applicable.

Other earning/alternative thresholds may be applied in extenuating circumstances upon prior written agreement of the TOLLWAY.

A Deliverable cannot earn more than 100% of its weighted value.

Progress will be determined for each Deliverable, Task, and the overall LUMP SUM by applying the earning rules and calculating the applicable percent complete per invoicing period. The determination of progress and satisfaction will be agreed to by the TOLLWAY Project Manager and the DESIGN SECTION ENGINEER upon agreement of periodic progress reports that state the Deliverable progress within each Task. The percent complete of the project multiplied by the LUMP SUM budget will determine the value (in

US dollars) of the payment at that period.

Level of Effort Tasks - During the course of the project for DESIGN SECTION ENGINEER personnel assigned to the TOLLWAY's design project shall provide services based on Level of Effort (LOE). These individuals shall be provided to the project as part of the LUMP SUM and will be based on an established value per reporting period.

SERVICES BY OTHERS (Exhibit B-LS) - The fees for services provided by all subcontractors shall be summarized on Exhibit B-LS Contract Overview. Exhibit B-LS is required if second tier subcontractors are used. 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-LS*) 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 shall 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 in advance from the Chief Engineer of the TOLLWAY.

LUMP SUM DETERMINATION - The upper limit of compensation to the DESIGN SECTION ENGINEER, for any and all costs associated with completion of the scope of work, shall be \$ 23,000,000.00 as shown on in *Exhibit B-LS* 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 LUMP SUM agreement for completion of all Engineering Services for all items of work included in the Scope of Consulting Engineering Services (Exhibit F-LS). If potential additional services have been identified in the scope of work (Exhibit F-LS), it is understood that these services may not necessarily be requested to be performed by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Revised Exhibits B-LS must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's written 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 they are being directed to perform services not included in the Scope Of Work, they 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. Task and Deliverable affected
3. Other

The Chief Engineering Officer of the TOLLWAY will endeavor to 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 progress reports including a narrative providing a brief discussion of the status of the design at time of invoicing. 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. The progress reports will include the previous period, and to date status of all deliverables including, but not limited to, design deliverables (reports, drawings, etc.) and LOEs.

KEY PERSONNEL - Exhibit E-LS 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 optimizes performance for the TOLLWAY.

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 required to perform the work detailed in the Scope of Work. The scope and cost of additional insurances shall be included in the LUMP SUM and shall not be paid in addition to the UPPER LIMIT OF COMPENSATION.

INVOICES - INVOICES will be submitted monthly or a period as agreed to with the TOLLWAY on forms provided to the DESIGN SECTION ENGINEER at the start of the

project. The invoice cutoff date shall coincide with the Monthly Progress Report. Invoice periods shall span consecutive days for the duration of the contract.

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

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 for any LUMP SUM payments by the TOLLWAY, 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, sufficient records to illustrate the determined percent complete was achieved for each payment period. 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 for a LUMP SUM contract. 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 CONSULTING ENGINEER or its subcontractors. The CONSULTING 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 CONSULTING 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 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 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-17-4298

SUBMITTED BY:

FIRM NAME: TranSystems Corporation/Hanson Professional Services Inc.

ADDRESS: 1475 East Woodfield Road

CITY, STATE &
ZIP CODE: Schaumburg, IL 60173

TELEPHONE: 847-605-9600

FACSIMILE: 847-605-9610

SIGNED BY: 

PRINTED NAME: Martin A. Ross

TITLE: Senior Vice President

ILLINOIS TOLLWAY CONTRACT NO.:

I-17-4298

CONTRACTOR (NAME):

TranSystems Corporation

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 to the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final

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

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

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

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

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

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

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

25.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions: N/A

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

_____ agrees with the terms and conditions set forth in the Professional Services Bulletin, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	None
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.
	None

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

Agreed:	Agreed:
By:	By:
Signed:	Signed:
Position:	Position:
Date:	Date:



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

Date: October 10, 2017

Project Number: I-17-4298

Project Name: Tri-State Tollway, Roadway Reconstruction, I-55 Ramps (M.P. 24.1) to Ogden Avenue (M.P. 27.8). Phase II Engineering Services.

DELINQUENT DEBT REVIEW

CONTRACTOR/CONSULTANT

Sub-Consultant Disclosure

Will you be using any sub-consultants? [X] Yes [] No

If yes, you must identify below, to the extent the information is known, the names, addresses and type of work all Sub-Consultants you will be using in the performance of this Contract, together with the anticipated percentage each is expected to receive pursuant to this Contract.

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.

Delinquent Payment. The Sub-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.

Consultant: TranSystems Corporation

Federal Employment Identification Number (FEIN)

E-Mail: cjstenzel@transystems.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 sub-contractors 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.

Table with 5 columns: Sub-Consultant(s), Sub-Consultant FEIN, Address, General Type of Work, Anticipated Percentage of Contract (to extent known). Row 1: Please see attached.

Signature: [Redacted]

Date: October 10, 2017

Printed Name: Charles J. Stenzel, PE

Project Number: PSB 17-3, Item 3 (I-17-4298)

Project Name: Tri-State Tollway, Roadway Reconstruction, I-55 Ramps (M.P. 24.1) to Ogden Avenue (M.P. 27.8). Phase II Engineering Services.

Sub-Consultant(s)	Sub-Consultant FEIN	Address	General Type of Work	Anticipated Amount to be Paid (to extent known)
Hanson Professional Services (TM Partner)		815 Commerce Drive, Suite 200 Oak Brook, IL 60523	Teaming Partner	29.70%
American First Contracting, Inc.		2800 West Higgins Road, Suite 500 Hoffman Estates, IL 60169	Project Controls	1.00%
American Surveying & Engineering, P.C.		150 N. Wacker Drive, Suite 2650 Chicago, IL 60606	Survey, SUE, Plats & Legals	3.30%
AMES Engineering, Inc.		5413 Walnut Ave, Suite 2F Downers Grove, IL 60515	Lighting	2.00%
BLA, Inc. (DBA Bollinger, Lach & Associates, Inc.)		333 Pierce Road, Suite 200 Itasca, IL 60143	Structural, Drainage & Civil Support, Constructability Reviews	4.50%
FluidClarity Ltd.		1144 W. Lake Street, Suite 303 Oak Park, IL 60301	Drainage Support	2.00%
GSG Consultants, Inc.		855 W. Adams, Suite 200 Chicago, IL 60607	Geotechnical	5.00%
HBK Engineering, LLC		921 W Van Buren Street, Suite 100 Chicago, IL 60607	Subsurface Utility Engineering (SUE)	0.80%
HBM Engineering Group, LLC		4415 West Harrison Street, Suite 231 Hillside, Illinois 60162	Structural Support – Protégé	6.00%
Milhouse Engineering & Construction, Inc.		60 E. Van Buren Street, Suite 1501 Chicago, IL 60605	Structural & Civil Support – Protégé	6.00%
Orion Engineers, LLC		1111 South Lombard Ave Oak Park, IL 60304	Civil Support	1.00%
SE3, LLC		3041 Woodcreek Drive, Suite 211 Downers Grove, IL 60515	Permitting & Drainage Support	1.50%
TranSmart		1431 Opus Place, Suite 110 Downers Grove, IL 60515	ITS	0.50%

**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: TranSystems Corporation

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: 

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: October 10, 2017

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 10343

TRANSYSTEMS CORPORATION

2400 Pershing Road

Kansas City MO 64108

Information for this business last updated on:

Thursday, October 13, 2016

Certificate produced on Thursday, January 26, 2017 at 2:46 PM



EXHIBIT "1"

Page 19 of 204

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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TranSystems Corporation (Houston, TX & KCMO)







System Vendor Number: 20067802

[Return to Main Form](#)


Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	1/26/2017
STATUS	Accepted
BUSINESS NAME	TranSystems Corporation (Houston, TX & KCMO)
POINT OF CONTACT	Melissa Doherty
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	
2. NAME OF CEO/BUSINESS OWNER	Richard J. Morsches	
3. ANNUAL SALES/GROSS RECEIPTS	200,670,599	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	04/21/1966	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Charles Stenzel	
CONTACT PERSON TITLE	Principal / Senior Vice President	
CONTACT PERSON PHONE	847-407-5223	
CONTACT PERSON EMAIL	cjstenzel@transystems.com	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Other Government Agency Illinois Tollway	
---	---	---

Vendor Registration: View Form

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

TranSystems Corporation (Houston, TX & KCMO)

System Vendor Number: 20067802

[Return to Main Form](#)

Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	1/26/2017
STATUS	Accepted
BUSINESS NAME	TranSystems Corporation (Houston, TX & KCMO)
POINT OF CONTACT	Melissa Doherty
FLAG FORM	Add Flag

C. Small Business Set-Aside Program

1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM? No

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

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

Customer Support

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Vendor Registration: View Form

- General
- Public Profile
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- Contacts & Owners
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- Certifications
- Site Visits
- Registrations

TranSystems Corporation (Houston, TX & KCMO)



System Vendor Number: **20067802**

Return to Main Form


Vendor Registration

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	1/26/2017
STATUS	Accepted
BUSINESS NAME	TranSystems Corporation (Houston, TX & KCMO)
POINT OF CONTACT	<u>Melissa Doherty</u>
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	898	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 12546600 06/17/2021	

E. Authorized to do Business in Illinois

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

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Document	Status
<u>RE IDHR Confirmation TranSystems Corporation.msg</u>	MSG, 47.50 KB Delete Edit Info Attached by Andrew Shackelford on 2/3/2017

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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TranSystems Corporation (Houston, TX & KCMO)


System Vendor Number: 20067802

[Return to Main Form](#)


Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	1/26/2017
STATUS	Accepted
BUSINESS NAME	TranSystems Corporation (Houston, TX & KCMO)
POINT OF CONTACT	Melissa Doherty
FLAG FORM	Add Flag


F. Certifications

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


Yes

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


N/A

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

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

EXHIBIT "1"

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.

10343

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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TranSystems Corporation (Houston, TX & KCMO)

System Vendor Number: **20067802**

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Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	1/26/2017
STATUS	Accepted
BUSINESS NAME	TranSystems Corporation (Houston, TX & KCMO)
POINT OF CONTACT	Melissa Doherty
FLAG FORM	Add Flag

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? 12

No business operations to disclose.

Additional Information

STAFF ATTACHED FILE(S)

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STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22040479 Procurement/Contract #: I-17-4298

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 #: 20067802 IPG Expiration Date: February 3, 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

Name	Address	Relationship to Disclosing Entity
N/A	N/A	N/A

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

5. Disclosure of Current and Pending Contracts

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

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

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

Agency	Project Title	Status	Value	Contract Reference/ P.O.
ISHTA	EOWA Extension from Park Blvd. to Arlington Heights Road (sub to BLA)	Active	\$1,939,986	I-14-4636
ISHTA	I-294 Central Tri-State Master Plan, Cook County, IL	Active	\$23,374,331	I-14-4223
ISHTA	IL 53/120 Planning Study, Lake County, IL	Active	\$4,000,000	I-12-4080
ISHTA	Environmental Services Upon Request – Systemwide (sub to CBBEL)	Active	\$72,989	I-11-4032
ISHTA	I-90 Construction Management Upon Request (sub to Gonzalez)	Active	\$600,000	I-16-4249
ISHTA	I-94 Roadway and Bridge Reconstruction, Cook County, IL (sub to Ciorba)	Active	\$837,811	RR-16-4275
ISHTA	I-294 Tri-State Tollway Roadway Reconstruction, Cook County, IL	Pending	\$22,500,000	I-17-4298
ISHTA	Systemwide Construction Engineering Upon Request (sub to SE3)	Pending	\$200,000	RR-17-4293
ISHTA	EOWA, IL 390 from IL 83 to York Road, DuPage County, IL (sub to BLA)	Pending	TBD	I-17-4680
IDOT	Central Avenue (sub to exp)	Active	\$380,073	158/01
IDOT	Various Phase I, District 1	Active	\$3,000,000	159/08
IDOT	Circle Interchange	Active	\$14,170,870	163/01
IDOT	Joliet Movable Bridge Phase III (sub to Gonzalez)	Active	\$161,314	164/07
IDOT	I-290 Bridges (sub to Quigg)	Active	\$191,030	169/01
IDOT	I-290 Bridges (sub to ABNA)	Active	\$90,836	169/02
IDOT	All-Hazards Study (sub to Prairie Engineers)	Active	\$399,350	170/15
IDOT	Statewide Transit Plan	Active	\$1,218,051	171/25
IDOT	Traffic Signal Design (sub to SE3)	Active	\$240,000	173/12
IDOT	Poplar Bridge Rehabilitation (sub to Wiss Janney)	Active	\$800,000	174/13
IDOT	Circle Interchange, C-91-229-16	Active	\$3,785,519	179/05
IDOT	Quad Cities to Chicago HSR (sub to Quandt)	Pending	TBD	181/21
IDOT	Sign Structure Inspections (sub to DB Sterlin)	Pending	TBD	182/20
IDOT	Circle Interchange, C-91-171-17 (sub to Gonzalez)	Active	\$223,395	183/09
IDOT	Various Phase I/II, District 3 (sub to Lin)	Pending	TBD	184/18

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

6. Signature

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: TranSystems Corporation

Phone: (847) 605-9600

Street Address: 1475 East Woodfield Road, Suite 600

Email: cjstenzel@transystems.com

City, State, Zip: Schaumburg, IL 60173

Vendor Contact: Charles J. Stenzel, PE

Signature: _____

Date: October 10, 2017

Printed Name: Charles J. Stenzel, PE

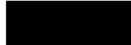
Title: Senior Vice President

Vendor Registration: View

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
TranSystems Corporation (Houston, TX & KCMO)								System Vendor Number: 20067802	

Vendor Registration	
TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	1/26/2017
STATUS	Accepted
REVIEWER	<u>Andrew Shackelford</u>
DATE REVIEWED	2/3/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	2/3/2018
FLAG FORM	<u>Add Flag</u>

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

Entity Information	
BUSINESS NAME	TranSystems Corporation (Houston, TX & KCMO)
CONTACT FOR THIS SUBMISSION	<u>Melissa Doherty (change contact)</u>
PRIMARY CONTACT EMAIL	<u>mjdoherty@transystems.com</u>
PHONE	713-807-0600
FAX	816-329-8601
COMPANY EMAIL	mjdoherty@transystems.com
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	2777 Allen Parkway, Suite 500 Houston, TX 77019 <u>[edit address]</u>

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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TranSystems Corporation (Houston, TX & KCMO)

System Vendor Number: 20067802

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Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	1/26/2017
STATUS	Accepted
BUSINESS NAME	TranSystems Corporation (Houston, TX & KCMO)
POINT OF CONTACT	Melissa Doherty
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 


Privately Held Entity with more than 100 shareholders

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. TSC Shareholders 20161231(1).pdf (PDF, 19.33 KB)	Attached by Melissa Doherty on 1/12/2017

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

EXHIBIT "1"

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

Not applicable - For-Profit Entity

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

No

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

No

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

No

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

No

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

TRANSYSTEMS CORPORATION
List of Shareholders
as of 12/31/2016

Shareholder Name	Address	% of Ownership	\$ Value of Ownership
TranSystems Corporation ESOF & Trust		40.21%	\$36,993,092.05
Morsches, Richard J.	1475 East Woodfield Road, Suite 600, Schaumburg, IL 60193	8.56%	\$7,874,777.64
Strub, Peter M.	101 North Main Street, Suite 1506, Greenville, SC 29601	5.89%	\$5,421,250.00
Larson, Brian G.	2400 Pershing Road, Suite 400, Kansas City, MO 64108	5.77%	\$5,305,365.36
Malir, Paul J.	2400 Pershing Road, Suite 400, Kansas City, MO 64108	3.68%	\$3,381,428.79
Stenzel, Charles J. **	1475 East Woodfield Road, Suite 600, Schaumburg, IL 60193	2.59%	\$2,385,653.59
Swenson, Thomas G. **	2400 Pershing Road, Suite 400, Kansas City, MO 64108	2.35%	\$2,165,160.51
Pope, Eugene J.	2400 Pershing Road, Suite 400, Kansas City, MO 64108	2.21%	\$2,029,716.00
Pena, Raul	500 West Seventh Street, Suite 1100, Fort Worth, TX 76102	2.14%	\$1,966,872.87
Weatherford, Frank L.	2400 Pershing Road, Suite 400, Kansas City, MO 64108	1.98%	\$1,819,024.54
Munson, Thomas R.	3200 Southwest Freeway, Suite 1350, Houston, TX 77027	1.80%	\$1,658,685.65
Reeder, Jeff L.	2400 Pershing Road, Suite 400, Kansas City, MO 64108	1.38%	\$1,268,832.72
Cope, Marian R. (Rule)	505 14th Street, Suite 1000, Oakland, CA 94612	1.04%	\$956,351.87
Fisher, James M.	4390 Belle Oaks Drive, Suite 220, North Charleston, SC 29405	0.90%	\$831,966.71
Athalye, Ashok	26457 Rancho Parkway South, Lake Forest, CA 92630	0.84%	\$776,019.41
Post, Roger N.	2400 Pershing Road, Suite 400, Kansas City, MO 64108	0.75%	\$689,929.96
Kulick, Beth C.	12555 high Bluff Drive, Suite 210, San Diego, CA 92130	0.56%	\$518,748.57
Masterson, Joe C.	500 West Seventh Street, Suite 1100, Fort Worth, TX 76102	0.56%	\$513,240.58
Miller, Robert J.	2400 Pershing Road, Suite 400, Kansas City, MO 64108	0.55%	\$507,559.11
Wahlstedt, Michael R.	2400 Pershing Road, Suite 400, Kansas City, MO 64108	0.52%	\$479,889.05
Stanek, James J.	2400 Pershing Road, Suite 400, Kansas City, MO 64108	0.51%	\$473,079.96
Tafuro, Steven M.	50 Washington Street, South Norwalk, CT 06854	0.49%	\$448,966.24
Bright, Todd S.	1475 East Woodfield Road, Suite 600, Schaumburg, IL 60193	0.47%	\$433,353.04
Wong, Kit	505 14th Street, Suite 1000, Oakland, CA 94612	0.46%	\$421,729.88
Hemer, Jeffrey E.	2400 Pershing Road, Suite 400, Kansas City, MO 64108	0.46%	\$420,992.59
Grow, John T.	101 Southhall Lane, Suite 355, Maitland, FL 32751	0.45%	\$411,537.93
Dysico, Grace L.	1475 East Woodfield Road, Suite 600, Schaumburg, IL 60193	0.43%	\$397,355.94
Letkowski, Brett A.	245 N. Waco, Suite 222, Wichita, KS 67202	0.42%	\$390,590.22
Ruth, John	2400 Pershing Road, Suite 400, Kansas City, MO 64108	0.40%	\$368,254.67
Campbell, Robert W.	1105 Schrock Road, Suite 400, Columbus, OH 43229	0.39%	\$356,935.10
Minervino, Charles	2400 Pershing Road, Suite 400, Kansas City, MO 64108	0.34%	\$311,136.38
Pullaro, Joseph	45 Eisenhower Drive, Paramus, NJ 07652	0.34%	\$311,136.38
Kenneally, Mark	2400 Pershing Road, Suite 400, Kansas City, MO 64108	0.32%	\$298,385.60
Klevens, G. Alan	2400 E. Commercial Blvd., Suite 1000, Fort Lauderdale, FL 33308	0.32%	\$290,145.30
Jarvis, Jeff Q. **	120 North 44th Street, Suite 400, Phoenix, AZ 85034	0.31%	\$288,887.57
Ross, Martin A.	1475 East Woodfield Road, Suite 600, Schaumburg, IL 60193	0.30%	\$271,799.79
Lev, Michael J.	222 South Riverside Plaza, Suite 610, Chicago, IL 60606	0.25%	\$228,820.12
Salman, Jamal S.	6 Hutton Centre Drive, Suite 1250, Santa Ana, CA 92707	0.23%	\$212,903.33
Norton, Paul G.	38 Chauncy Street, Suite 200, Boston, MA 02111	0.23%	\$209,346.99
Nussrallah, John	500 West Seventh Street, Suite 1100, Fort Worth, TX 76102	0.23%	\$208,826.55
Frigon, Julie A.	2400 Pershing Road, Suite 400, Kansas City, MO 64108	0.21%	\$192,692.91
Albert, Anthony J.	222 South Riverside Plaza, Suite 610, Chicago, IL 60606	0.21%	\$188,963.09
Rawson, Rosemarie R.	50 Washington Street, South Norwalk, CT 06854	0.20%	\$183,411.73
Brown, Michael F. (Dallas)	2400 Pershing Road, Suite 400, Kansas City, MO 64108	0.19%	\$174,997.95
Irving, David J.	1475 East Woodfield Road, Suite 600, Schaumburg, IL 60193	0.18%	\$167,625.05
McGovern, J. Brian	530 Preston Ave., Suite 100, Meriden, CT 06450	0.18%	\$166,150.47
Cozad, Kanon	2400 Pershing Road, Suite 400, Kansas City, MO 64108	0.17%	\$158,820.94
Bertrand, David M.	2400 Pershing Road, Suite 400, Kansas City, MO 64108	0.17%	\$157,172.88
Cuddy, Michael	1717 Arch Street, Suite 700, Philadelphia, PA 19103	0.17%	\$155,915.15
Mulcahy, Edward J.	2400 Pershing Road, Suite 400, Kansas City, MO 64108	0.16%	\$150,016.83
Spane, Rocky	2400 Pershing Road, Suite 400, Kansas City, MO 64108	0.16%	\$150,016.83
Huang, Jian	2400 E. Commercial Blvd., Suite 1000, Fort Lauderdale, FL 33308	0.16%	\$146,633.97
Dunavant, Todd	4500 Salisbury Road, Suite 440, Jacksonville, FL 32216	0.16%	\$143,077.63
Wilson, James H.	2400 Pershing Road, Suite 400, Kansas City, MO 64108	0.15%	\$141,342.83
Mukai, Thomas W.	2777 Allen Parkway, Suite 500, Houston, TX 77019	0.15%	\$133,839.82
Otte, Lynn R.	222 South Riverside Plaza, Suite 610, Chicago, IL 60606	0.14%	\$129,676.30
Chen, Rosa	2000 Center Street, Suite 303, Berkeley, CA 94704	0.13%	\$123,170.80
Turner, Shawn	115 S. Sixth Street, Suite B, Independence, KS 67301	0.13%	\$121,999.81
Maas, David	3030 LBJ Freeway, Suite 900, Dallas, TX 75234	0.13%	\$120,004.79
Kraus, Garry D.	3030 LBJ Freeway, Suite 900, Dallas, TX 75234	0.13%	\$117,619.44
Anderson, Bruce R.	2777 Allen Parkway, Suite 500, Houston, TX 77019	0.13%	\$116,882.15

CONFLICT OF INTEREST REVIEW AND DETERMINATION

If a vendor or subcontractor discloses any of the relationships identified in Section 50-35(b) of the Procurement Code, the Agency/University must complete this form and submit it to the assigned SPO for further action, which may include forwarding the form to the CPO or the PPB.

Sections I-V must be completed by the Agency/University and must not have any blank responses; if a question is not applicable, complete by stating "N/A".

SECTION I - AGENCY/UNIVERSITY REQUESTING THE REVIEW

Using Agency/University: **Illinois State Toll Highway Authority**

Contact Person: **Paul D. Kovacs**

Title: **Chief Engineering Officer**

Phone: **630-241-6800 x3901**

Email: **PaulKovacs@getipass.com**

SECTION II - VENDOR/SUBCONTRACTOR INFORMATION NEEDING REVIEW

Name of Vendor/Subcontractor: **Hanson Group Inc.**

Contact Person: **Jeffery T. Ball**

Title: **President**

Phone: **217-788-2450**

Email: **jball@hanson-inc.com**

SECTION III - PROPOSED CONTRACT INFORMATION

Describe the proposed contract: **See attached.**

Procurement Bulletin Reference Number: **22040479** Date Award Posted to Bulletin: **Not Yet Published**

This is the: Initial Contract Renewal Contract Number: **I-17-4298**

Contract/Renewal Estimated Start Date: **12/20/2017** Contract/Renewal Estimated End Date: **12/19/2026**

Describe future renewal options (i.e. 1 two-year option): **N/A**

Total Contract/Renewal Amount: **\$ 23,000,000.00** Value is: Actual Estimated

The entity with the potential conflict of interest is the: Prime or Awarded Vendor
 Subcontractor Subcontractor of:
 Parent Parent of: **See attached.**

If this is a conflict of interest review for a subcontractor, what is the estimated value of the subcontract? **\$ N/A**


What was the original method of procurement used to select this vendor (RFP, IFB, Small Purchase, Sole Source, Emergency, etc.)?

See attached.

SECTION VI – STATE PURCHASING OFFICER REVIEW AND SIGNATURE

- I do not view the relationship disclosed above as creating a potential for a conflict of interest. The disclosed relationship does not preclude the Agency/University from entering into the proposed contract for the supplies or services outlined in this form. [SPO to send signed form to the Agency/University—no referral to CPO or PPB necessary]
- I find the request and justification is not sufficiently clear and needs CPO review and determination whether the disclosed information presents a potential for a conflict of interest. [SPO to forward material to CPO]
- I find a potential for a conflict of interest and refer this request to the PPB for review and recommendation. All relationships disclosed under 50-35(b)(1) or (b)(2) are considered as presenting a potential for a conflict. [SPO to scan and email signed copies (keep originals) to: matthew.vonbehren@illinois.gov with cc: to deanna.rossetto@illinois.gov and tonya.wallace@illinois.gov.]

Additional comments:


SPO Signature
vsantiago@getipass.com
Email Address

Victoria Santiago
SPO Printed Name
630-241-6800 x2336
Telephone

10/20/17
Date

SECTION VII – CHIEF PROCUREMENT OFFICER REVIEW AND SIGNATURE (required if SPO refers to CPO for further review)

- After considering the material provided, I do not view the relationship disclosed above as creating a potential for a conflict of interest. The disclosed relationship does not preclude the Agency/University from entering into the proposed contract. [CPO to send signed form to SPO for distribution to the Agency/University]
- After considering the material provided, I find a potential for a conflict of interest and refer this request to the PPB for review and recommendation. The Agency/University may not enter into the proposed contract pending recommendation of the PPB and subsequent final determination by the CPO. [CPO to scan and email signed copies (not originals) of material provided to the PPB.]

Additional comments:

CPO Signature

Email Address


CPO Printed Name

Telephone

Date

SECTION VIII – PROCUREMENT POLICY BOARD REVIEW AND SIGNATURE (required only if SPO/CPO refers to PPB for further review)

- After careful review of the documentation provided, I do not view the relationship disclosed above as creating a conflict of interest sufficient to preclude the Agency/University from entering into the proposed contract.
- After careful review of the documentation provided, I view the relationship disclosed above as creating a conflict of interest sufficient to preclude the Agency/University from entering into the proposed contract. The detailed reasons are shown on the attached Recommendation of the Procurement Policy Board. This recommendation shall be forwarded to the Executive Ethics Commission in accordance with Section 50-35(d) of the Procurement Code.


Procurement Policy Board Signature
matthew.vonbehren@illinois.gov
Email Address

Matt von Behren
Procurement Policy Board Printed Name
217 785 3988
Telephone

10/23/17
Date

SECTION III – PROPOSED CONTRACT INFORMATION

Describe the proposed contract:

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 95th Street (M.P. 17.8) and Balmoral Avenue (M.P. 40.0). This project is for the limits of the Tri-State Tollway between I-55 Ramps (M.P. 24.1) to Ogden Avenue (M.P. 27.8). 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 seven construction packages as follows: 1) Reconstruction of I-55 Ramp over I-294. 2) Reconstruction of mainline I-294 bridges over I-55. 3) Advance Noise and Retaining walls (M.P. 24.1 to 26.4). 4) Advance Noise and Retaining walls (M.P. 26.4 to 27.8). 5) Mainline contract from I-55 ramps to Hinsdale Oasis. 6) Mainline contract from Hinsdale Oasis to 47th Street. 7) Mainline contract from 47th Street to Ogden Avenue.

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:

- Bridge 247: Ramp A: one ramp structure
- Bridges 189/190: I-55: two crossroad structures
- Bridge 247C: Stream crossing
- Bridge 249C: stream crossing
- Bridges 259/260: Flagg Creek: two mainline structures

Parent of: Hanson Professional Services Inc.

What was the original method of procurement used to select this vendor (RFP, IFB, Small Purchase, Sole Source, Emergency, etc.)?

The team of TranSystems Corporation/Hanson Professional Services Inc. was selected based on the qualification based selection process as solicited through the Tollway's Professional Services Bulletin (PSB) 17-3. The knowledge and experience of Hanson Professional Services Inc. was considered during the selection process.

SECTION IV - EXPLANATION OF POTENTIAL CONFLICTS OF INTEREST

Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20:

Name of individual: **Thomas Bartolomucci**

Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **IPG Parent Entity, Step 3, question 2 and Step 4, question 2: Thomas Bartolomucci's spouse, Beth Bartolomucci**

Does the relationship disclosed involve an Agency/University State employee: **Yes**

If Yes, complete the following:

Start date: **February 1997**

Job title and responsibilities: **Public Service Administrator, Option III/Computer Programmer**

Individual's annual salary: **greater than \$106,447.20**

Was this individual in a position to influence the State's award of this contract? **No**

2. Explain the potential or actual conflict of interest: **Beth Bartolomucci is employed by the Illinois State Police.**

Name of individual: **Stuart Kemp**

Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **IPG Parent Entity, Step 3, question 4: Stuart Kemp**

Does the relationship disclosed involve an Agency/University State employee: **No**

If Yes, complete the following: **N/A**

Start date:

Job title and responsibilities:

Individual's annual salary:

Was this individual in a position to influence the State's award of this contract?

2. Explain the potential or actual conflict of interest: **Stuart Kemp has been a Board of Trustees member of the Boone County Sanitary District since 2011. This is a non-paid position.**

Name of individual: **Jeffery Ball**

Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **IPG Parent Entity, Step 4, question 6: Jeffery Ball's father, Ernest Ball**

Does the relationship disclosed involve an Agency/University State employee: **No**

If Yes, complete the following: **N/A**

Start date:

Job title and responsibilities:

Individual's annual salary:

Was this individual in a position to influence the State's award of this contract?

2. Explain the potential or actual conflict of interest: **Ernest Ball has served on the Sangamon County, IL East Side Fire Protection District Board of Trustees since July 2007 as a Board of Trustees member. Duties include fiduciary responsibility to review expenditures for the District. Earnings are less than \$106,447.20.**

Name of individual: **Lance Ballinger**

Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **IPG Parent Entity, Step 4, question 1: Lance Ballinger**

Does the relationship disclosed involve an Agency/University State employee: **Yes**

If Yes, complete the following:

Start date: **December 2016**

Job title and responsibilities: **Adjunct Faculty – MIS Department**

Individual's annual salary: **less than \$106,447.20**

Was this individual in a position to influence the State's award of this contract? **No**

2. Explain the potential or actual conflict of interest: **Lance Ballinger is employed as adjunct faculty at the University of Illinois, Springfield.**

Name of individual: Lance Ballinger

Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: IPG Parent Entity, Step 4, question 4: Lance Ballinger's father, James Ballinger

Does the relationship disclosed involve an Agency/University State employee: No

If Yes, complete the following: N/A

Start date:

Job title and responsibilities:

Individual's annual salary:

Was this individual in a position to influence the State's award of this contract?

2. Explain the potential or actual conflict of interest: James Ballinger is an elected Township Trustee for Shaws Point, Macoupin County, Illinois, since 2008. His salary is less than \$106,447.20 per year.

Name of individual: Judith Dittmer

Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: IPG Parent Entity, Step 4, question 2: Judith Dittmer's spouse, Steve Dittmer

Does the relationship disclosed involve an Agency/University State employee: Contractual Employment

If Yes, complete the following:

Start date:

Job title and responsibilities: Self-employed, owner of Dittmer Painting and Decorating; responsibilities include painting and decorating

Individual's annual salary: less than \$106,447.20

Was this individual in a position to influence the State's award of this contract? No

2. Explain the potential or actual conflict of interest: Steve Dittmer has contractual employment with Illinois Board of Admissions to the Bar.

Name of individual: Douglas Dorsey

Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: IPG Parent Entity, Step 4, question 2: Douglas Dorsey's son, Ryan Dorsey

Does the relationship disclosed involve an Agency/University State employee: Yes

If Yes, complete the following:

Start date: September 2011

Job title and responsibilities: IT Support Associate

Individual's annual salary: less than \$106,447.20

Was this individual in a position to influence the State's award of this contract? No

2. Explain the potential or actual conflict of interest: Ryan Dorsey was formerly employed by the University of Illinois - Springfield until December 23, 2015.

Name of individual: Mathew Fletcher

Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: IPG Parent Entity, Step 4, question 5: Mathew Fletcher

Does the relationship disclosed involve an Agency/University State employee: No

If Yes, complete the following: N/A

Start date:

Job title and responsibilities:

Individual's annual salary:

Was this individual in a position to influence the State's award of this contract?

2. Explain the potential or actual conflict of interest: Mathew Fletcher is an appointed member of the Fulton County Zoning Board of Appeals beginning January 2014. Annual earnings are less than \$106,447.20.

Name of individual: **Joan Freitag**

Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: IPG Parent Entity, Step 4, question 2: **Joan Freitag's son, James Freitag**

Does the relationship disclosed involve an Agency/University State employee: **Yes**

If Yes, complete the following:

Start date: **August 2016**

Job title and responsibilities: **Research Professor of Mathematics**

Individual's annual salary: **less than \$106,447.20**

Was this individual in a position to influence the State's award of this contract? **No**

2. Explain the potential or actual conflict of interest: **James Freitag is employed by the University of Illinois, Chicago.**

Name of individual: **Thomas Havenar**

Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: IPG Parent Entity, Step 4, question 2: **Thomas Havenar's spouse, Helen Milito**

Does the relationship disclosed involve an Agency/University State employee: **Yes**

If Yes, complete the following:

Start date:

Job title and responsibilities: **Accountant II: Grants Accountant/administered grants**

Individual's annual salary: **less than \$106,447.20**

Was this individual in a position to influence the State's award of this contract? **No**

2. Explain the potential or actual conflict of interest: **Helen Milito was employed by Southern Illinois University (SIU) and began disability on January 1, 2014.**

Name of individual: **David McDonald**

Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: IPG Parent Entity, Step 4, question 1: **David McDonald**

Does the relationship disclosed involve an Agency/University State employee: **Yes**

If Yes, complete the following:

Start date: **Intermittently since 2008**

Job title and responsibilities: **Adjunct Professor/Lecturer**

Individual's annual salary: **less than \$106,447.20**

Was this individual in a position to influence the State's award of this contract? **No**

2. Explain the potential or actual conflict of interest: **David McDonald is an adjunct professor/lecturer at the University of Illinois at Chicago (UIC). The appointment is approved by the Board of Trustees of the University of Illinois. Dr. McDonald usually teaches one engineering class a year in either the spring or fall semester. From time to time, he is asked to serve as a "faculty" advisor to a UIC engineering senior design team or a UIC graduate student's thesis committee.**

Name of individual: **James Messmore**

Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: IPG Parent Entity, Step 4, question 2: **James P. Messore's daughter, Lauren Messmore**

Does the relationship disclosed involve an Agency/University State employee: **Yes**

If Yes, complete the following:

Start date:

Job title and responsibilities: **Legislative Analyst**

Individual's annual salary: **less than \$106,447.20**

Was this individual in a position to influence the State's award of this contract? **No**

2. Explain the potential or actual conflict of interest: **Lauren Messmore is employed by the Illinois House Republican Staff.**

Name of individual: **James Moll**

Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **IPG Parent Entity, Step 4, question 1 and question 3: James Moll**

Does the relationship disclosed involve an Agency/University State employee: **No**

If Yes, complete the following: **N/A**

Start date:

Job title and responsibilities:

Individual's annual salary:

Was this individual in a position to influence the State's award of this contract?

2. Explain the potential or actual conflict of interest: **James Moll has been an Alderman on the Leland Grove City Council since February 27, 2013, representing Ward 2. Annual earnings are less than \$106,447.20.**

Name of individual: **Robert Stidham**

Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **IPG Parent Entity, Step 4, question 2: Robert Stidham's spouse, Amy Stidham**

Does the relationship disclosed involve an Agency/University State employee: **Yes**

If Yes, complete the following:

Start date: **1994**

Job title and responsibilities: **Official Court Reporter III**

Individual's annual salary: **less than \$106,447.20**

Was this individual in a position to influence the State's award of this contract? **No**

2. Explain the potential or actual conflict of interest: **Amy Stidham is employed by Judge J. Tobin.**

Name of individual: **Jeffrey Tatarek**

Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **IPG Parent Entity, Step 4, question 2: Jeffrey Tatarek's spouse, Stacy Tatarek**

Does the relationship disclosed involve an Agency/University State employee: **Yes**

If Yes, complete the following:

Start date: **1989**

Job title and responsibilities: **Tax Auditor**

Individual's annual salary: **less than \$106,447.20**

Was this individual in a position to influence the State's award of this contract? **No**

2. Explain the potential or actual conflict of interest: **Stacy Tatarek is employed by the Illinois Department of Revenue.**

ILLINOIS TOLLWAY CONTRACT NO.:

PSB 17-3, Contract No. I-17-4298

CONTRACTOR (NAME):

Hanson Professional Services, 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 to 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

Illinois Tollway Standard Business Terms and Conditions Page 1

Revised 02/28/2017

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

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

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

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

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

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

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

25.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

Hanson Professional Services inc. agrees with the terms and conditions set forth in the Professional Services Bulletin, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	None
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.
	None

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

Agreed:	Agreed:
By:	By:
Signed:	Signed:
Position:	Position:
Date:	Date:



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

Date: October 4, 2017

Project Number: I-17-4298

Project Name: Tri-State Tollway, Roadway Reconstruction, I-55 Ramps (M.P. 24.1) to Ogden Avenue (M.P. 27.8). Phase II Engineering Services

Sub-Consultant Disclosure

Will you be using any sub-consultants? [] Yes [X] No

If yes, you must identify below, to the extent the information is known, the names, addresses and type of work all Sub-Consultants you will be using in the performance of this Contract, together with the anticipated percentage each is expected to receive pursuant to this Contract.

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.

Delinquent Payment. The Sub-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.

Consultant: Hanson Professional Services, Inc.

Federal Employment Identification Number (FEIN)

E-Mail: jmessmore@hanson-inc.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 sub-contractors 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.

Table with 5 columns: Sub-Consultant(s), Sub-Consultant FEIN, Address, General Type of Work, Anticipated Percentage of Contract (to extent known)

Signature: [Redacted]
Printed Name: James P. Messmore

Date: 10/4/2017

DELINQUENT DEBT REVIEW

CONTRACTOR/CONSULTANT

**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: Hanson Professional Services Inc.

Taxpayer Identification Number:

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

or

Employer Identification Number: 

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: October 4, 2017

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 12236

Hanson Professional Services Inc.

1525 South Sixth Street

Springfield IL 62703

Information for this business last updated on:

Wednesday, April 26, 2017

Certificate produced on Wednesday, April 26, 2017 at 12:10 PM



EXHIBIT "1"

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Vendor Registration: View Form

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

Hanson Professional Services Inc. System Vendor Number: **20064268**

Return to Main Form

Vendor Registration	
FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	8/17/2017
STATUS	Accepted
BUSINESS NAME	Hanson Professional Services Inc.
POINT OF CONTACT	<u>Dawn Hirlinger</u>
FLAG FORM	<u>Add Flag</u>

A. Business Information	
1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor PU
2. NAME OF CEO/BUSINESS OWNER	Sergio A. Pecori PU
3. ANNUAL SALES/GROSS RECEIPTS	65,495,309 PU
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	10/01/1954 PU
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide. PU
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Jeffery T. Ball PU
CONTACT PERSON TITLE	President
CONTACT PERSON PHONE	217-788-2450
CONTACT PERSON EMAIL	jball@hanson-inc.com

B. Additional Information	
1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Chief Procurement Office (CPO) PU

Vendor Registration: View Form

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

Hanson Professional Services Inc.

System Vendor Number: 20064268

[Return to Main Form](#)

Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	8/17/2017
STATUS	Accepted
BUSINESS NAME	Hanson Professional Services Inc.
POINT OF CONTACT	Dawn Hirlinger
FLAG FORM	Add Flag

C. Small Business Set-Aside Program

1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM? No

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

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

Customer Support

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Vendor Registration: View Form

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Hanson Professional Services Inc.

System Vendor Number: 20064268

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

Show only flagged items.


Vendor Registration

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	8/17/2017
STATUS	Accepted
BUSINESS NAME	Hanson Professional Services Inc.
POINT OF CONTACT	Dawn Hirlinger
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	419	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 91932-00 Expiration: 07/05/2018	

E. Authorized to do Business in Illinois

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

STAFF ATTACHED FILE(S)

[Attach File](#)

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

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Hanson Professional Services Inc.


System Vendor Number: 20064268

Return to Main Form


Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	8/17/2017
STATUS	Accepted
BUSINESS NAME	Hanson Professional Services Inc.
POINT OF CONTACT	<u>Dawn Hirlinger</u>
FLAG FORM	<u>Add Flag</u>


F. Certifications

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


Yes

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


N/A

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

Yes

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

Yes

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

Yes

EXHIBIT "1"

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

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

N/A

G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

12236

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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Vendor Registration: View Form

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Hanson Professional Services Inc.

System Vendor Number: 20064268

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Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	8/17/2017
STATUS	Accepted
BUSINESS NAME	Hanson Professional Services Inc.
POINT OF CONTACT	Dawn Hirlinger
FLAG FORM	Add Flag

H. Iran Disclosure

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

No business operations to disclose.

Additional Information

STAFF ATTACHED FILE(S)

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STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22040479

Procurement/Contract #: I-17-4298

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 #: 20064268

IPG Expiration Date: 08/21/2018

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**

Name	Address	Relationship to Disclosing Entity
Not applicable		

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

5. Disclosure of Current and Pending Contracts

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

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

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Please see attached				

6. Signature

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Hanson Professional Services Inc.

Phone: 217-788-2450

Street Address: 1525 S. Sixth St.

Email: jball@hanson-inc.com

City, State, Zip: Springfield, IL 62703

Vendor Contact: Jeffery T. Ball

Signature: _____



Date: October 4, 2017

Printed Name: Jeffery T. Ball

Title: President and COO

**Hanson Professional Services Inc.
Proposals Pending with State Agencies
as of August 23, 2017**

Project Name	Agency	Status	Value	Reference # (Hanson Project #)	Contract Reference/P.O./Illinois Procurement Bulletin #
EIU ENGINEERING RETAINER CONTRACT	EASTERN ILLINOIS UNIVERSITY	Active	N/A	16G0224P	EIU Project No. 17-6079
CDB PEORIA AASF PARKING & APPROACH APRON	IL CAPITAL DEVELOPMENT BOARD	Active	N/A	16D0025P	CDB Proj No. 546-261-004
NG READINESS CENTER, CAMP LINCOLN	IL CAPITAL DEVELOPMENT BOARD	Active	N/A	17D0005P	CDB Project #546-325-076
NG READINESS CENTER PEORIA ARMY AVIATION	IL CAPITAL DEVELOPMENT BOARD	Active	N/A	17D0006P	CDB Project #546-261-005
IDNR-OWR PERMITTING REVIEW	IL DEPARTMENT OF NATURAL RESOURCES	Active	N/A	16G0096P	unsolicited proposal
IDOT D4 VARIOUS PHASE III PROJECTS	IL DEPARTMENT OF TRANSPORTATION	Active	N/A	14H0030P	PTB #171 Item 10
MERDOSIA BRIDGE	IL DEPARTMENT OF TRANSPORTATION	Active	N/A	14H0078P	Contract No. 72B58
LEGACY POINTE QUANTITY CHECK	IL DEPARTMENT OF TRANSPORTATION	Active	N/A	16H0087P	unknown
IDOT LAND ACQ SYSTEM REPLACEMENT	IL DEPARTMENT OF TRANSPORTATION	Active	N/A	17H0006P	unknown - no bulletin yet
IL 111 OVER I64	IL DEPARTMENT OF TRANSPORTATION	Active	N/A	17H0081P	PTB 184 Item No. 26
MURRAY BAKER BRIDGE OVER IL RIVER P/I/II	IL DEPARTMENT OF TRANSPORTATION	Active	N/A	17H0085P	PTB 184 Item 19
ILLINOIS DOT PTB 185	IL DEPARTMENT OF TRANSPORTATION	Active	N/A	17H0093P	PTB 185
DOMESTIC WATER HEARTER INSTALLATIONS	IL SECRETARY OF STATE	Active	N/A	17G0048P	ISOC Reference # 18.01
IL TOLLWAY, PSB 16-3/1, RR-16-4265	IL STATE TOLL HIGHWAY AUTHORITY	Active	N/A	17H0033P	PSB 16-3/1, RR-16-4265
IL TOLLWAY PSB 17-3	IL STATE TOLL HIGHWAY AUTHORITY	Active	N/A	17H0034P	PSB 17-3
IL TOLLWAY, PSB 17-3, I-17-4298	IL STATE TOLL HIGHWAY AUTHORITY	Active	N/A	17H0080P	PSB 17-3, I-17-4298
ILLINOIS TOLLWAY PSB 17-4	IL STATE TOLL HIGHWAY AUTHORITY	Active	N/A	17H0092P	PSB 17-4
ISU FELL HALL EXTERIOR REPAIRS	IL STATE UNIVERSITY	Active	N/A	17G0003P	QBS# 011117
BE-ISU MILNER LIBRARY FACILITY EVAL & MP	IL STATE UNIVERSITY	Active	N/A	17G0060P	QBS# 040617
SIU SOM ENGINEER RETAINER	SOUTHERN ILLINOIS UNIVERSITY	Active	N/A	14G0050P	QBS #1252
ADV COMP BLDG - FLOOR CAP. ANALYSIS	UNIVERSITY OF ILLINOIS	Active	N/A	13G0043V1P	QBS # PSSU14R03
ECS-STRUCT. ENG. SUPP. SVCS. RWO-FY17	UNIVERSITY OF ILLINOIS	Active	N/A	13G0043VP	QBS # PSSU14R03
ALTGELD HALL BELL TOWER REPAIRS	UNIVERSITY OF ILLINOIS	Active	N/A	13G0043XP	QBS # PSSU14R03
TBD CAMPUS STREET LIGHT REPAIR	UNIVERSITY OF ILLINOIS	Active	N/A	14G0016DP	QBS # PSSS14R01
S11022 PAC BOILER EXPANSION TANK RPLCMT	UNIVERSITY OF ILLINOIS	Active	N/A	14G0016HP	QBS # PSSS14R01
UIS UHB BOILER MODIFICATIONS	UNIVERSITY OF ILLINOIS	Active	N/A	14G0016LP	QBS # PSSS14R01
S180XX UIS HSB SWITCHGEAR REPAIR	UNIVERSITY OF ILLINOIS	Active	N/A	14G0016OP	QBS # PSSS14R01 TO S180XX
UIUC APP CARBON CAPTURE PROJECT	UNIVERSITY OF ILLINOIS	Active	N/A	16G0047P	Affiliated Engineers retainer PSSU14R13
UIUC HISTORIC PRESERVATION ARCHITECT RET	UNIVERSITY OF ILLINOIS	Active	N/A	17G0040P	QBS #PSSU18R10

EXHIBIT "1"

Hanson Professional Services Inc.
 Contracts with State Agencies
 as of August 23, 2017

Project Name	Agency	Status	Value	Reference # (Hanson Project #)	Contract Reference/P.O./Illinois Procurement Bulletin #
LINCOLN'S CHALLENGE	IL CAPITAL DEVELOPMENT BOARD	Active	\$203,700.00	09G0178	546-282-003
ILNG KANKAKEE AASF	IL CAPITAL DEVELOPMENT BOARD	Active	\$313,300.00	10D0013	546-006-001
SIUE SCIENCE - PHASE 3/RENOVATION CX SER	IL CAPITAL DEVELOPMENT BOARD	Active	\$1,031,445.00	11G0169	825-030-067
ROCK VALLEY COLLEGE CLI REMODEL	IL CAPITAL DEVELOPMENT BOARD	Active	\$116,000.00	12G0135	810-080-015
UIUC INTEGRATED BIORESEARCH LAB (IBRL)	IL CAPITAL DEVELOPMENT BOARD	Active	\$131,007.00	13G0082	CDB Proj 830-010-332
SECURITY ENTRY POINT-PEORIA AASF	IL CAPITAL DEVELOPMENT BOARD	Active	\$139,872.00	14D0044	CDB Proj 546-261-002
CDB DIST 6 RETAINING WALL & OTHER REPAIR	IL CAPITAL DEVELOPMENT BOARD	Active	\$38,988.75	16G0147	CDB Project #630-442-052
IHPA SJR BUILDING FIRE DAMAGE	IL CAPITAL DEVELOPMENT BOARD	Active	\$25,000.00	17G0116	CDB Proj 104-235-007
STRATTON LOCK & DAM	IL DEPARTMENT OF NATURAL RESOURCES	Active	\$1,410,759.42	10G0091B	FR-432
STRATTON L&D PH 2 EDC SERVICES	IL DEPARTMENT OF NATURAL RESOURCES	Active	\$150,283.58	10G0091C	supplement on FR-432
IDNR FARMINGTON EMBANKMENTS	IL DEPARTMENT OF NATURAL RESOURCES	Active	\$409,789.00	12G0080	Contract # 6014018
KERR MCGEE WEST CHICAGO RECLAMATION	IL DEPARTMENT OF NUCLEAR SAFETY	Active	\$175,000.00	93S7001	Cont# 1245
DISTRICT 9 VARIOUS WORK	IL DEPARTMENT OF TRANSPORTATION	Active	\$2,000,000.00	08H0131	P-99-020-10
OUTDOOR ADVERTISING CONTROL SERVICES	IL DEPARTMENT OF TRANSPORTATION	Active	\$7,000,000.00	09H0026A	14-LAC-1
JOLIET BRIDGE MAINTENANCE BUILDING	IL DEPARTMENT OF TRANSPORTATION	Active	\$216,873.00	09H0035	D-91-301-09
IDOT PTB 153/39 PH II I-57 AT 6000N	IL DEPARTMENT OF TRANSPORTATION	Active	\$1,266,527.00	09H0038	D-93-070-09
I-55 PH I RECONST-TORONTO RD TO SHERMAN	IL DEPARTMENT OF TRANSPORTATION	Active	\$4,940,198.00	10H0017	D-96-516-05
SSA-LAND ACQ/REL/PROP MGT	IL DEPARTMENT OF TRANSPORTATION	Active	\$4,689,281.30	11A0141F	DOA-16-97290
PTB 154; ITEM 034 VARIOUS	IL DEPARTMENT OF TRANSPORTATION	Active	\$2,000,000.00	11H0007	D-30-007-11
BNSF RAILROAD REPLACEMENT OVER IL 29	IL DEPARTMENT OF TRANSPORTATION	Active	\$2,187,694.00	12H0019	D-94-038-12
IDOT DISTRICT 9 LAND ACQUISITION (2012)	IL DEPARTMENT OF TRANSPORTATION	Active	\$750,000.00	12H0033	DOT12-LAC-D9-01A
SPRINGFIELD FLYOVER TIER 2	IL DEPARTMENT OF TRANSPORTATION	Active	\$1,763,843.00	13H0006	P-30-005-13
IDOT DISTRICT 4 LAND ACQUISITION (2014)	IL DEPARTMENT OF TRANSPORTATION	Active	\$500,000.00	13H0073	DOT14-LAC-D4-01
MCCLUGAGE BRIDGE OVER THE ILLINOIS RIVER	IL DEPARTMENT OF TRANSPORTATION	Active	\$1,632,791.00	13H0106	P-94-018-13/D-94-018-13
IDOT PTB 172/13, R1/D1, PH I V-V	IL DEPARTMENT OF TRANSPORTATION	Active	\$1,800,000.00	14H0040	PTB 172-13, R1/D1, PH I V-V
DISTRICT 6 LAND ACQ SERVICES (2015)	IL DEPARTMENT OF TRANSPORTATION	Active	\$800,000.00	14H0044	DOT15-LAC-D6-01
STATEWIDE LAND ACQUISITION SERVICES	IL DEPARTMENT OF TRANSPORTATION	Active	\$242,450.00	14H0052	DOT15-LAC-DPIT-01
IL 104 OVER IL RIVER	IL DEPARTMENT OF TRANSPORTATION	Active	\$300,000.00	14H0078A	IDOT Contract# 72B58


IL 104 OVER IL RIVER	IL DEPARTMENT OF TRANSPORTATION	Active	\$100,020.00	14H0078B	IDOT Contract# 72B58
LAND ACQUISITION SERVICES	IL DEPARTMENT OF TRANSPORTATION	Active	\$145,745.09	16H0018	DOT16-LAC-D8-01
OUTDOOR ADVERTISING CONTROL SERVICES	IL DEPARTMENT OF TRANSPORTATION	Active	\$2,259,917.00	16H0076	PTB 180-27
IL TOLLWAY, PSB 14-1/12, RR-13-5662	IL STATE TOLL HIGHWAY AUTHORITY	Active	\$120,000.00	14H0036	PSB 14-1/12, RR-13-5662
IL TOLLWAY, PSB 14-3/4, RR-14-4224	IL STATE TOLL HIGHWAY AUTHORITY	Active	\$9,563,638.50	15H0024	PSB 14-3/4, RR-14-4224
UIUC ABBOTT FUEL OIL RECOVERY SYSTEM	UNIVERSITY OF ILLINOIS	Active	\$50,000.00	00S5075S	P1487113
U15131 AFRICAN AM STUDIES EXT STAIR	UNIVERSITY OF ILLINOIS	Active	\$19,200.00	13G0043I	QBS # PSSU14R03
U16130 PKG STRUCT F29 TOP LEVEL FENCING	UNIVERSITY OF ILLINOIS	Active	\$36,000.00	13G0043T	QBS # PSSU14R03; U16130; WO R-2
HALF WAY HOUSE	UNIVERSITY OF ILLINOIS	Active	\$6,000.00	13G0043U	QBS # PSSU14R03; Contract U17024 R-4
U16120 ECE BLDG PV SOLAR ARRAY	UNIVERSITY OF ILLINOIS	Active	\$107,500.00	13G0043W	QBS # PSSU14R03; U16120 R-5
S14018 PAC REPLACE 12,500 V/480-VTRNS	UNIVERSITY OF ILLINOIS	Active	\$26,000.00	14G0016E	Contract S14018
S14014 STUDENT UNION ENHANCED CX	UNIVERSITY OF ILLINOIS	Active	\$174,335.00	14G0016G	Contract S14014
UIS HSB AHU REPLACEMENT	UNIVERSITY OF ILLINOIS	Active	\$195,500.00	14G0016K1	QBS # PSSS14R01
LINCOLN RESIDENCE HALL TRANSFORMER					
RPLCM	UNIVERSITY OF ILLINOIS	Active	\$20,000.00	14G0016N	QBS # PSSS14R01
STEAM - REFERRED TO TURNER HALL GREENHOUSE	UNIVERSITY OF ILLINOIS	Active	\$19,000.00	14G0135	Contract U16037 Work Order R-1
UIUC ENGLISH BLDG SLATE ROOF REPLACEMENT	UNIVERSITY OF ILLINOIS	Active	\$75,000.00	15G0134	QBS# PSSU16002
STEVENSON HALL CONCEPTUALIZATION STUDY	UNIVERSITY OF ILLINOIS	Active	\$15,133.49	15G0177	QBS # PSS627-C16018
UIUC MCKINLEY HEALTH FEASIBILITY STUDY	UNIVERSITY OF ILLINOIS	Active	\$3,000.00	16G0015	Bailey Edward's retainer QBS #PSSU14R02
UIUC MUSIC BUILDING SCREEN WALL	UNIVERSITY OF ILLINOIS	Active	\$4,500.00	16G0031A	Bailey Edward's retainer QBS #PSSU14R02
UIUC WILLARD AIRPORT STORM WATER PERMIT	UNIVERSITY OF ILLINOIS	Active	\$9,900.00	17G0071	PO #P1527172
BUSEY-EVANS SLATE ROOF REPLACEMENT	UNIVERSITY OF ILLINOIS	Active	\$6,000.00	17G0079	Bailey Edward's retainer QBS #PSSU14R02

Vendor Registration: View

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

Hanson Professional Services Inc.

System Vendor Number: 20064268

 16 flags have been added to this record. See below for details.

Show only flagged items.


Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	8/17/2017
STATUS	Accepted
REVIEWER	Andrew Shackelford
DATE REVIEWED	8/21/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	8/21/2018
FLAG FORM	Add Flag

Settings

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

Entity Information

BUSINESS NAME	Hanson Professional Services Inc.
CONTACT FOR THIS SUBMISSION	Dawn Hirlinger (change contact)
PRIMARY CONTACT EMAIL	DHirlinger@hanson-inc.com
PHONE	217-788-2450 Ext. 201
FAX	217-788-2503
COMPANY EMAIL	jball@hanson-inc.com
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	1525 S. 6th ST. SPRINGFIELD, IL 62703 [edit address]


Vendor Registration: View Form

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

Hanson Professional Services Inc.






System Vendor Number: 20064268

[Return to Main Form](#)

 15 flags have been added to this record. See below for details.

Show only flagged items.

Vendor Registration	
FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	8/17/2017
STATUS	Accepted
BUSINESS NAME	Hanson Professional Services Inc.
POINT OF CONTACT	Dawn Hirlinger
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest					
A. IDENTIFY THE APPLICABLE ENTITY TYPE. 					
Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)					
B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS? 					
Yes					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%; padding: 2px;">Document</th> <th style="padding: 2px;">Status</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Parent Form Financial Disclosure (PDF, 21.89 MB)</td> <td style="padding: 2px;">Attached by Dawn Hirlinger on 8/15/2017</td> </tr> </tbody> </table>	Document	Status	Parent Form Financial Disclosure (PDF, 21.89 MB)	Attached by Dawn Hirlinger on 8/15/2017	
Document	Status				
Parent Form Financial Disclosure (PDF, 21.89 MB)	Attached by Dawn Hirlinger on 8/15/2017				
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 <u>individuals</u> are listed, answer Yes or No to questions 5-8 and 11-20.)					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%; padding: 2px;">Document</th> <th style="padding: 2px;">Status</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">List of individuals or entities meeting one or more of the listed thresholds. Percentage of Ownership and Distributive Income Form (DOCX)</td> <td style="padding: 2px;">Attached by Dawn Hirlinger on 8/15/2017</td> </tr> </tbody> </table>	Document	Status	List of individuals or entities meeting one or more of the listed thresholds. Percentage of Ownership and Distributive Income Form (DOCX)	Attached by Dawn Hirlinger on 8/15/2017	
Document	Status				
List of individuals or entities meeting one or more of the listed thresholds. Percentage of Ownership and Distributive Income Form (DOCX)	Attached by Dawn Hirlinger on 8/15/2017				
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?

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

No

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

No

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

No

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

No

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

No

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

Customer Support

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

Vendor Name: Hanson Professional Services Inc.

DBA: N/A

INSTRUCTIONS:

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Hanson Group Inc.	1525 S. 6 th St. Springfield, IL 62703	100%		100%	

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

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

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

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

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

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

**STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL**

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

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

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

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Please see attached.			

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

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Hanson Group Inc. ESOT	1525 S. 6 th St. Springfield, IL 62703		\$128,576*
*2016 Distribution			

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

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

TABLE – Z	
Name	Address
Not Applicable	

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

**STEP 3
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **Jeffery Ball, Lance Ballinger, Terry Barnett, Chantal Bowen, William Bradford, Andrew Canopy, Brett Carney, Robert Chantome, Gary Clack, Edward Collora, Jason Cunningham, Thomas DeJarld, Judith Dittmer, Douglas Dorsey, George Downing, Mathew Fletcher, Joan Freitag, Manuel Garcia, Stephen Gaudette, Craig George, Timothy Goetz, Lisa Graham, Thomas Havenar, Jeffrey Hecht, Dawn Hirlinger, Ronald Hudson, Rodney Huffman, Grant Jackson, Jo Ellen Keim, Stuart Kemp, William Kertz, Robert Knoedler, Kevin Lightfoot, Lucinda Loos, David McDonald, Jr., James Messmore, John Michael, James Moll, Kevin Murdock, Francis Nauman, John Nelson, Sergio Pecori, Michael Pochop, Gary Potts, Deborah Ramsey, Daniel Rayhill, William Rexroad, Gary Rogers, Rodney Sachtleben, Kevin Seals, Tiffani Shekleton, Robert Stidham, Eric Stump, Ronald Sturgeon, Jeffrey Tatarek, Mark Thompson, Karl Todt, David Underbrink, Sr., Daniel Whalen, Kan Luen Wong and Joseph Worley**

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

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

**STEP 3
PROHIBITED CONFLICTS OF INTEREST**

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

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

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

**STEP 3
PROHIBITED CONFLICTS OF INTEREST**

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

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

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

**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **Terry Barnett, Chantal Bowen, William Bradford, Andrew Canopy, Brett Carney, Robert Chantome, Gary Clack, Edward Collora, Jason Cunningham, Thomas DeJard, George Downing, Manuel Garcia, Stephen Gaudette, Craig George, Timothy Goetz, Lisa Graham, Jeffrey Hecht, Dawn Hirlinger, Ronald Hudson, Rodney Huffman, Grant Jackson, Jo Ellen Keim, Stuart Kemp, William Kertz, Robert Knoedler, Kevin Lightfoot, Lucinda Loos, John Michael, Kevin Murdock, Francis Nauman, John Nelson, Sergio Pecori, Michael Pochop, Gary Potts, Deborah Ramsey, Daniel Rayhill, William Rexroad, Gary Rogers, Rodney Sachtleben, Kevin Seals, Tiffani Shekleton, Eric Stump, Ronald Sturgeon, Mark Thompson, Karl Todt, David Underbrink, Sr., Daniel Whalen, Kan Luen Wong and Joseph Worley**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY

STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **Jeffery Ball**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

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

**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **Lance Ballinger**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
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**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **Thomas Bartolomucci**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
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**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **Judith Dittmer**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
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**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **Douglas Dorsey**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
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**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **Mathew Fletcher**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
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**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **Joan Freitag**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
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**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **Thomas Havenar**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
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**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **David McDonald, Jr.**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
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**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **James Messmore**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
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**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **James Moll**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
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**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **Robert Stidham**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
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**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **Jeffrey Tatarek**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
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**STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES**

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

Step 3 – Prohibited Conflicts of Interest – Answers to Questions

Question 2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?

Thomas Bartolomucci's spouse, Beth Bartolomucci, has been employed by Illinois State Police (ISP) since February 1997. Job title/Responsibilities – Public Service Administrator, Option III/Computer Programmer. Earnings from ISP are greater than \$106,447.20 per year. Beth Bartolomucci's position does not create a conflict of interest for Hanson Professional Services Inc.

Question 4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?

Stuart Kemp has been a member of the Boone County Sanitary District since 2011. Job Title/ Responsibilities – Board of Trustees member. This is a non-paid position. Mr. Kemp's position does not create a conflict of interest for Hanson Professional Services Inc.

Step 4 – Potential Conflicts of Interest Relating to Personal Relationships – Answers to Questions

Question 1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?

Lance Ballinger is employed as adjunct faculty at the University of Illinois at Springfield – MIS department. Mr. Ballinger began employment in December 2016. Mr. Ballinger's salary is less than \$106,447.20 per year and does not create a conflict of interest for Hanson Professional Services Inc.

David McDonald is an adjunct professor/lecturer at the University of Illinois at Chicago (UIC). The appointment is approved by the Board of Trustees of the University of Illinois. Dr. McDonald usually teaches one engineering class a year in either the spring or fall semester. Dr. McDonald has been employed by UIC intermittently since 2008. He is not currently teaching this spring semester, but is expecting to teach CME 402 this fall semester. CME 402 is "Geometric Design of Highway Facilities". From time to time, he is asked to serve as a "faculty" advisor to a UIC engineering senior design team or a UIC graduate student's thesis committee. Earnings from UIC are less than \$106,447.20 per year. David McDonald's position does not create a conflict of interest for Hanson Professional Services Inc.

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

Step 4 (Cont.) – Potential Conflicts of Interest Relating to Personal Relationships – Answers to Questions

Question 1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?

James Moll has been an Alderman on the Leland Grove City Council since February 27, 2013. Job Title/Responsibilities – Alderman – Ward 2 – City of Leland Grove, represents Ward 2 on the City Council. Earnings from Leland Grove City Council are less than \$106,447.20 per year. James Moll's position does not create a conflict of interest for Hanson Professional Services Inc.

Question 2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?

Thomas Bartolomucci's spouse, Beth Bartolomucci, has been employed by Illinois State Police (ISP) since February 1997. Job title/Responsibilities – Public Service Administrator, Option III/Computer Programmer. Earnings from ISP are greater than \$106,447.20 per year. Beth Bartolomucci's position does not create a conflict of interest for Hanson Professional Services Inc.

Judith Dittmer's spouse, Steve Dittmer, is self-employed, Dittmer Painting and Decorating. Job title/Responsibilities – Owner/painter and decorator. Contractual employment with Illinois Board of Admissions to the Bar. Earnings are less than \$106,447.20 per year. Steve Dittmer's position does not create a conflict of interest for Hanson Professional Services Inc.

Douglas Dorsey's son, Ryan Dorsey, was employed with the University of Illinois – Springfield from September 19, 2011 through December 23, 2015. Job title/Responsibilities – IT Support Associate. Earnings were less than \$106,447.20 per year. Ryan Dorsey's former position does not create a conflict of interest for Hanson Professional Services Inc.

Joan Freitag's son, James Freitag, is employed with the University of Illinois Chicago. James began employment in August 2016. Job title/Responsibilities – Research Professor of Mathematics. Earnings are less than \$106,447.20 per year. James Freitag's position does not create a conflict of interest for Hanson Professional Services Inc.

Thomas Havenar's spouse, Helen Milito, was employed by SIU School of Medicine. Helen Milito began disability on January 1, 2014. Job title/Responsibilities – Grants Accountant, Administers Grants. Title: Accountant II. Earnings from SIU were less than \$106,447.20 per year. Helen Milito's position does not create a conflict of interest for Hanson Professional Services Inc.

James P. Messmore's daughter, Lauren Messmore, is employed by the Illinois House Republican staff. Job title/Responsibilities – Legislative Analyst. Earnings are less than \$106,447.20 per year. Lauren Messmore's position does not create a conflict of interest for Hanson Professional Services Inc.

Robert Stidham's spouse, Amy Stidham, is employed as a court reporter for Judge J. Tobin since 1994. Job title/Responsibilities – Official Court Reporter III. Earnings are less than \$106,447.20 per year. Amy Stidham's position does not create a conflict of interest for Hanson Professional Services Inc.

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

Step 4 (Cont.) – Potential Conflicts of Interest Relating to Personal Relationships – Answers to Questions

Question 2. (Cont.) - Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?

Jeffrey Tatarek's spouse, Stacy Tatarek, is employed by the Illinois Department of Revenue since 1989. Job title/Responsibilities – Tax Auditor. Earnings are less than \$106,447.20 per year. Jeffrey Tatarek's position does not create a conflict of interest for Hanson Professional Services Inc.

Question 3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?

James Moll has been an Alderman on the Leland Grove City Council since February 27, 2013. Job Title/Responsibilities – Alderman – Ward 2 – City of Leland Grove, represents Ward 2 on the City Council. Earnings from Leland Grove City Council are less than \$106,447.20 per year. James Moll's position does not create a conflict of interest for Hanson Professional Services Inc.

Question 4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?

Lance Ballinger's father, James Ballinger, is a Township Trustee – Shaws Point, Macoupin County Illinois. James Ballinger is an elected official serving on board/employed by the township. James Ballinger was first elected in 2008. James Ballinger's salary is less than \$106,447.20 per year and does not create a conflict of interest for Hanson Professional Services Inc.

Question 5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?

Mathew Fletcher is appointed to the Fulton County Zoning Board of Appeals beginning January 2014. Job title/Responsibilities – Zoning Board member. Earnings from Fulton County are less than \$106,447.20 per year. Mathew Fletcher's position does not create a conflict of interest for Hanson Professional Services Inc.

Question 6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?

Jeffery Ball's father, Ernest Ball, has served on the Sangamon County, IL East Side Fire Protection District Board of Trustees since July 2007. Job title/Responsibilities – Board of Trustees member. Duties include fiduciary responsibility to review expenditures for the District. Earnings from Fire Protection District are less than \$106,447.20 per year. Ernest Ball's position does not create a conflict of interest for Hanson Professional Services Inc.

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

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

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

Please provide the name of the person or entity for which responses are provided: **Jeffery Ball, Lance Ballinger, Terry Barnett, Thomas Bartolomucci, Chantal Bowen, William Bradford, Andrew Canopy, Brett Carney, Robert Chantome, Gary Clack, Edward Collora, Jason Cunningham, Thomas DeJarld, Judith Dittmer, Douglas Dorsey, George Downing, Mathew Fletcher, Joan Freitag, Manuel Garcia, Stephen Gaudette, Craig George, Timothy Goetz, Lisa Graham, Thomas Havenar, Jeffry Hecht, Dawn Hirlinger, Ronald Hudson, Rodney Huffman, Grant Jackson, Jo Ellen Keim, Stuart Kemp, William Kertz, Robert Knoedler, Kevin Lightfoot, Lucinda Loos, David McDonald, Jr., James Messmore, John Michael, James Moll, Kevin Murdock, Francis Nauman, John Nelson, Sergio Pecori, Michael Pochop, Gary Potts, Deborah Ramsey, Daniel Rayhill, William Rexroad, Gary Rogers, Rodney Sachtleben, Kevin Seals, Tiffani Shekleton, Robert Stidham, Eric Stump, Ronald Sturgeon, Jeffrey Tatarek, Mark Thompson, Karl Todt, David Underbrink, Sr., Daniel Whalen, Kan Luen Wong, Joseph Worley, Hanson Group Inc. ESOT and Hanson Group Inc.**

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

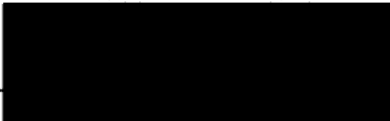
**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 7
SIGN THE DISCLOSURE**

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

Name of Disclosing Entity: Hanson Group Inc.

Signature: _____



Date: August 14, 2017

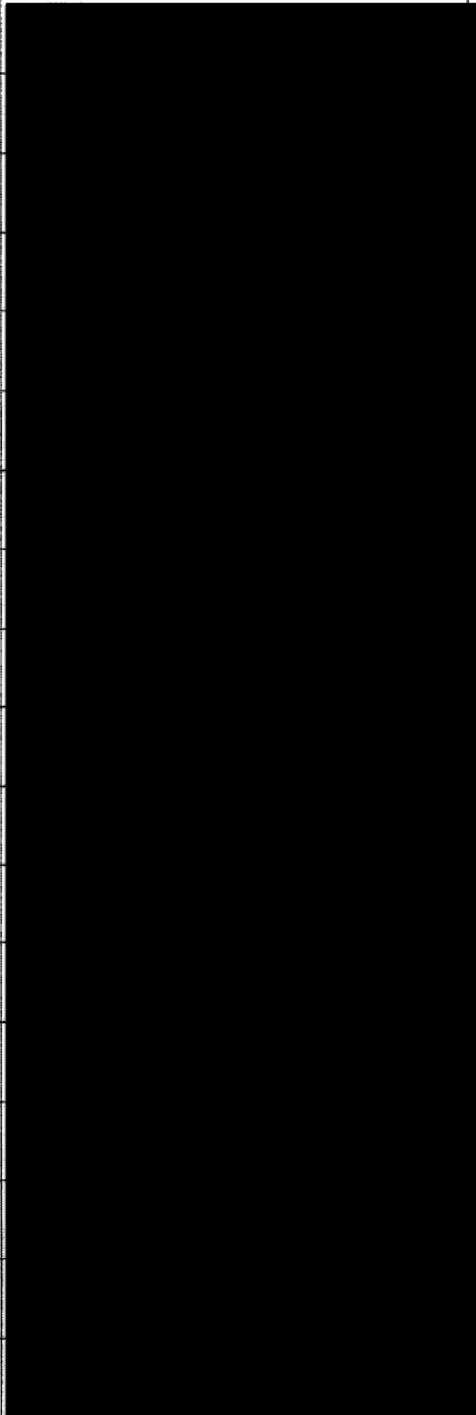
Printed Name: Jeffery T. Ball

Title: President

Phone Number: 217-788-2450

Email Address: tball@hanson-inc.com

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

TABLE X			7/27/2017
Name	Address	Percentage of Ownership	\$ Value of Ownership
BALL, JEFFERY		2.39%	595,557.91
BALLINGER, LANCE		0.60%	150,426.73
BARNETT, TERRY		1.02%	253,687.69
BARTOLOMUCCI, THOMAS		1.86%	463,491.97
BOWEN, CHANTAL		0.72%	179,101.53
BRADFORD, WILLIAM		1.92%	477,650.76
CANOPY, ANDREW		0.44%	109,023.38
CHANTOME, ROBERT		1.29%	320,691.57
CLACK, GARY		0.67%	166,071.38
COLLORA, EDWARD		0.70%	173,053.11
CUNNINGHAM, JASON		0.49%	121,753.22
DEJARLD, THOMAS		1.12%	278,200.11
DITTMER, JUDITH		0.81%	200,798.45
DORSEY, DOUGLAS		0.91%	225,516.67
DOWNING, GEORGE		0.84%	209,059.30
FLETCHER, MATHEW		0.61%	150,637.72
FREITAG, JOAN C		0.96%	238,936.14
GARCIA,MANUEL	0.43%	106,900.74	

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

GAUDETTE, STEPHEN P		0.45%	111,290.95
GEORGE, CRAIG L		0.44%	109,679.78
GOETZ, TIMOTHY		2.53%	630,462.93
GRAHAM, LISA		0.63%	156,170.94
HAVENAR, THOMAS E		0.44%	109,269.76
HECHT, JEFFRY		0.73%	181,511.00
HIRLINGER, DAWN		0.53%	133,055.26
HUDSON, RONALD		0.77%	192,638.06
JACKSON, GRANT		0.99%	245,549.64
KEIM, JO ELLEN		1.30%	323,799.93
KEMP, STUART		1.73%	430,599.40
KERTZ, WILLIAM		0.50%	125,384.08
KNOEDLER, ROBERT		1.99%	494,502.43
LIGHTFOOT, KEVIN		1.29%	321,195.09
LOOS, LUCINDA		0.71%	177,842.24
MCDONALD JR, DAVID		0.64%	160,148.03
MESSMORE, JAMES		2.41%	599,680.66
MICHAEL, JOHN		0.80%	199,738.14
MOLL, JAMES		1.51%	376,044.92
MURDOCK, KEVIN		0.58%	143,499.46

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

NAUMAN, FRANCIS		1.76%	437,812.86
NELSON, JOHN		1.07%	265,957.23
PECORI, SERGIO		3.87%	962,535.10
POCHOP, MICHAEL		0.60%	149,882.72
POTTS, GARY		2.04%	508,772.91
RAMSEY, DEBORAH		1.30%	322,673.13
RAYHILL, DANIEL J		0.47%	116,778.34
REXROAD, WILLIAM		0.93%	231,192.41
ROGERS, GARY		1.11%	276,731.36
SACHTLEBEN, ROD A		0.43%	107,777.96
SEALS, KEVIN		0.94%	233,405.56
SHEKLETON, TIFFANI		0.52%	129,307.92
STIDHAM, ROBERT		0.70%	173,704.37
STUMP, ERIC		0.49%	122,311.36
STURGEON, RONALD		0.58%	145,072.96
TATAREK, JEFFREY		0.71%	175,434.49
THOMPSON, MARK		0.51%	126,343.81
TODT, KARL		0.50%	123,362.21
UNDERBRINK, DAVID SR.		0.99%	245,549.64
WHALEN, DANIEL		1.17%	291,868.99

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

WONG, KAN LUEN		0.78%	195,147.63
WORLEY, JOSEPH D		0.44%	109,148.68
CARNEY, BRETT <i>(termed 4/13/2004) ESOT shares</i>		0.45%	110,823.30
HUFFMAN, RODNEY <i>(termed 1/31/2017) ESOT shares</i>		0.53%	131,055.45
ESOT - unallocated shares	1525 South Sixth Street Springfield, IL 62703	2.98%	741,840.89
Owners each with ownership value less than \$106,447.20 and less than 5% ownership		35.39%	8,807,083.64
Total		100.00%	24,884,195.98



CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY)

10/31/2017

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 9291 TRANSYSTEMS CORPORATION 1475 E. WOODFIELD ROAD, SUITE 600 SCHAUMBURG IL 60173	INSURER A: Zurich American Insurance Company		16535
	INSURER B: Westchester Fire Insurance Company		10030
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 15035465 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GLO3707153	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	BAP3707150	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	G27512987004	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3707154	10/1/2017	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: P401170033 - I-17-4298 - TRI-STATE TOLLWAY, ROADWAY RECONSTRUCTION. THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

15035465
 ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 DOWNERS GROVE IL 60515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s)	Location(s) Of Covered Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract or written agreement except where such contract or	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

performing operations for a principal as a part of the same project.

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES
OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PART PRODUCTS/COMPLETED OPERATIONS
LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s) Or
Organization(s)**

**Location And Description Of Completed
Operations**

Any person or organization to whom or to which
you are required to provide additional insured
status in a written contract or written agreement
where such contract or agreement is prohibited
by law.

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

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

However:

1. The insurance afforded to such additional
insured only applies to the extent permitted by
law; and

If coverage provided to the additional insured is
required by a contract or agreement, the
insurance afforded to such additional insured
will not be broader than that which you are
required by the contract or agreement to
provide for such additional insured.

**B. With respect to the insurance afforded to these
additional insureds, the following is added to
Section III - Limits Of Insurance:**

If coverage provided to the additional insured is
required by a contract or agreement, the most we
will pay on behalf of the additional insured is the
amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of
Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable
Limits of Insurance shown in the Declarations.

POLICY NUMBER: SEE ATTACHED CERTIFICATE

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: TranSystems Corporation

Endorsement Effective Date: 10/01/2017

SCHEDULE

Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXECUTED PRIOR TO LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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



CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY)

10/31/2017

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____
INSURED 1064760 TRANSYSTEMS CORPORATION 1475 E. WOODFIELD ROAD, SUITE 600 SCHAUMBURG IL 60173	INSURER(S) AFFORDING COVERAGE _____ NAIC # _____
	INSURER A: Continental Casualty Company 20443
	INSURER B: _____
	INSURER C: _____
	INSURER D: _____
	INSURER E: _____ INSURER F: _____

COVERAGES **CERTIFICATE NUMBER:** 15035470 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	AEH591904307	10/1/2017	10/1/2018	\$2,000,000 EACH CLAIM & IN ANNUAL AGGREGATE FOR ALL PROJECTS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: P401170033 - I-17-4298 - TRI-STATE TOLLWAY, ROADWAY RECONSTRUCTION.

CERTIFICATE HOLDER**CANCELLATION**

15035470
 ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 DOWNERS GROVE IL 60515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2017

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).

PRODUCER TROXELL 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	CONTACT NAME: Lori Ruppel PHONE (A/C, No, Ext): 217-321-3145 E-MAIL ADDRESS: lruppel@troxellins.com	FAX (A/C, No): 217-321-4145
	INSURER(S) AFFORDING COVERAGE	
INSURED Hanson Professional Services Inc. Dan Rayhill 1525 South 6th Street Springfield IL 62703-2801	INSURER A: Cincinnati Insurance Company NAIC # 10677	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL16121916929 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPP0870038	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CPA0870038	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 DED <input checked="" type="checkbox"/> RETENTION \$ 0			CPP0870038	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC1920351	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project 17H0080P I-17-4298 for Tri-State Tollway, Roadway Reconstruction, I-55 Ramps (Mile Post 24.1) to Ogden Avenue (Mile Post 27.8) PM/JWN
Illinois State Toll Highway Authority is additional insured in respects to the general liability and auto liability on a primary, non-contributory basis, per written contract, subject to the terms and conditions of the policy.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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9. Automatic Additional Insured - Specified Relationships:	10
• Managers or Lessors of Premises;	
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• State or Political Subdivisions - Permits Relating to Premises;	
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B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

a. Bail bonds: \$ 1,000
b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the effective date of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
 - (c) A limited liability company, you are an insured. Your members are also insureds,

but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:**
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:**
- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (a) An act, error or omission; or
 - (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,apply irrespective of the application of the deductible amount.
- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
(2) Authorize us to obtain records and other information;
(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 5. **Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

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

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

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

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

c. No Coverage

This insurance shall not cover any loss for which the insured is

entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program

providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c, through q, do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
 - 1) Assumed in any contract; or
 - 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - c) Smog;
 - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;
 - e) Settling, cracking, shrinking or expansion; or
 - f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
- (b) Loss caused directly or indirectly by any of the following:
 - 1) Earthquake, volcanic eruption, landslide or any other earth movement;

- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.
- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:
 - 1) You did your best to maintain heat in the building or structure; or
 - 2) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) Loss to or damage to:
 - 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - 2) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

- (2) Paragraph 6, of SECTION III - LIMITS OF INSURANCE is hereby deleted and replaced by the following:
 - 6. Subject to 5, above, the Damage to Premises Rented to You Limit is the

most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

- (3) The amount we will pay is limited as described in Section B. **Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

- a. Paragraph 2, is replaced by the following:

Up to the limit shown in Section B, **Limits of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph 4, is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B, **Limits of Insurance, 4.b.** Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B, **Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

- a. **Voluntary Property Damage Coverage**

We will pay for "property damage" to property of others arising out of op-

erations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B, Limits of Insurance, 6, Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B, Limits of Insurance, 6, Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in **Section B, Limits of Insurance, 6, Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be re-

duced by the application of such deductible amount.

- (2) **Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.

- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph **a.** of Paragraph **4.** is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9, Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED:**

- (1) Any person or organization described in Paragraph **9.a.(2)** below (hereinafter referred to as additional insured) whom you

are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:
 - 1) Currently in effect or becomes effective during the policy period; and
 - 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and
 - (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

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

half of such additional insured.

- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;
 - c) Any physical or chemical change in the product

made intentionally by the vendor;

- d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

companying or containing such products; or

- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:
- This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:
- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - 2) The construction, erection, or removal of elevators; or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or

political subdivision has issued a permit.

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.
- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. However, the City of Chicago, its officers, employees and agents are not insureds with respect to liability caused by or arising from:
- 1) The building or disassembly of scaffolding by or for you; or
 - 2) The use of such scaffolding.

A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):
 - (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";
 - (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising

out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1) Defects in design furnished by or on behalf of the additional insured; or
- 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b) Supervisory, inspection, architectural or engineering activities.

- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits ap-

plicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

(1) Condition 5. **Other Insurance** is amended to include:

(a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

(b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

(2) Condition 11. **Conformance to Specific Written Contract or Agreement** is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or

b. Include coverage for completed operations; or

c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs 9.a.(3)(a) and 9.a.(3)(b) of this endorsement shall not apply and Paragraph 9.b. of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (**SECTION V - DEFINITIONS**) is deleted.

11. Property Damage to Borrowed Equipment

a. The following is hereby added to Exclusion j. **Damage to Property** of Paragraph 2., **Exclusions of SECTION I - COVERAGES, COVERAGE**

A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 11**, of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 11**, of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) **Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section **B. Limits of Insurance, 11**, of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition 2, **Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of **SECTION II - WHO IS AN INSURED**, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph a. of Condition 2, **Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS)** is hereby deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

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

Endorsement Effective: 01-01-2017	Policy Number: CPA 087 00 38
Named Insured: HANSON PROFESSIONAL SERVICES INC, HANSON ARCHITECTS AND ENGINEERS PC, HANSON WILSON ENGINEERS PC	
Countersigned by:	

(Authorized Representative)

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

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/09/2017

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).

PRODUCER 1-800-527-9049 Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	CONTACT NAME: Linda Bomarito
	PHONE (A/C, No, Ext): 309-282-3903 FAX (A/C, No): E-MAIL ADDRESS: LBomarito@holmesmurphy.com
INSURED Hanson Professional Services, Inc. 1525 South 6th Street Springfield, IL 62703	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: XL SPECIALTY INS CO 37885
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** 51339702 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)			DPR9909745	01/01/17	01/01/18	Each Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 17H0080P I-17-4298 for Tri-State Tollway, Roadway Reconstruction, I-55 Ramps (Mile Post 24.1) to Ogden Avenue (Mile Post 27.8) PM/JWN

CERTIFICATE HOLDER Illinois State Toll Highway Authority 2700 Ogden Ave. Downers Grove, IL 60515 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**Exhibit B-LS
CONTRACT OVERVIEW**

Prime Consultant: TranSystems/Hanson Team

Contract Number: I-17-4298

Proj. Description: I-294 Tri-State Tollway (MP 24.1 to MP 27.8)

Estimated Start Date: 12/20/2017

Substantial Completion Date: 10/31/2019

Period Duration: Monthly

Exhibit E-LS must be submitted for each subconsultant listed below.

Consultants	Abbv.	DBE	VOSB	Value	%
PRIME TranSystems Corp. (Managing Partner)	TSC			\$ 7,914,200.00	35.17%
1 Hanson Professional Services, Inc. (Team)	HPS			\$ 7,018,300.00	31.19%
2 American First Contracting, Inc.	AFC		Y	\$ 225,000.00	1.00%
3 American Surveying & Engineering, P.C.	ASE	Y		\$ 750,000.00	3.33%
4 Ames Engineering, Inc.	AEI	Y		\$ 450,000.00	2.00%
5 BLA, Inc.	BLA			\$ 1,012,500.00	4.50%
6 FluidClarity Ltd.	FLU	Y		\$ 450,000.00	2.00%
7 GSG Consultants, Inc.	GSG	Y		\$ 1,125,000.00	5.00%
8 HBK Engineering, LLC	HBK			\$ 180,000.00	0.80%
9 HBM Engineering Group, LLC	HBM	Y		\$ 1,350,000.00	6.00%
10 Milhouse Engineering & Construction, Inc.	MIL	Y		\$ 1,350,000.00	6.00%
11 Orion Engineers, LLC	ORI		Y	\$ 225,000.00	1.00%
12 SE3, LLC	SE3	Y		\$ 337,500.00	1.50%
13 TranSmart Technologies, Inc.	TST	Y		\$ 112,500.00	0.50%
	TOTAL			\$ 22,500,000.00	100.00%
		DBE		\$ 5,925,000.00	26.33%
		VOSB		\$ 450,000.00	2.00%

ADDITIONAL SERVICES* \$ 500,000.00

*Additional services funds require prior authorization before use

UPPER LIMIT OF COMPENSATION \$ 23,000,000.00

EXHIBIT E-LS

CONTRACT I-17-4298

(TranSystems Corporation/Hanson Professional Services, Inc.)

KEY PROJECT PERSONNEL

Project Principal: N/A

Project Manager: Martin Ross, PE

Project Engineer: John Nelson, PE

Resident Engineer: N/A

Documentation Engineer: N/A

Project Civil Engineer: Christopher Bonus, PE

Project Structural Engineer: Andy Nicol, PE, SE

Project Drainage Engineer: N/A

Senior Engineer: N/A

Others Name: David McDonald, PE

 Classification: QA/QC Roadway

 Name: Lawrence Kirchner, PE, SE

 Classification: QA/QC Structures

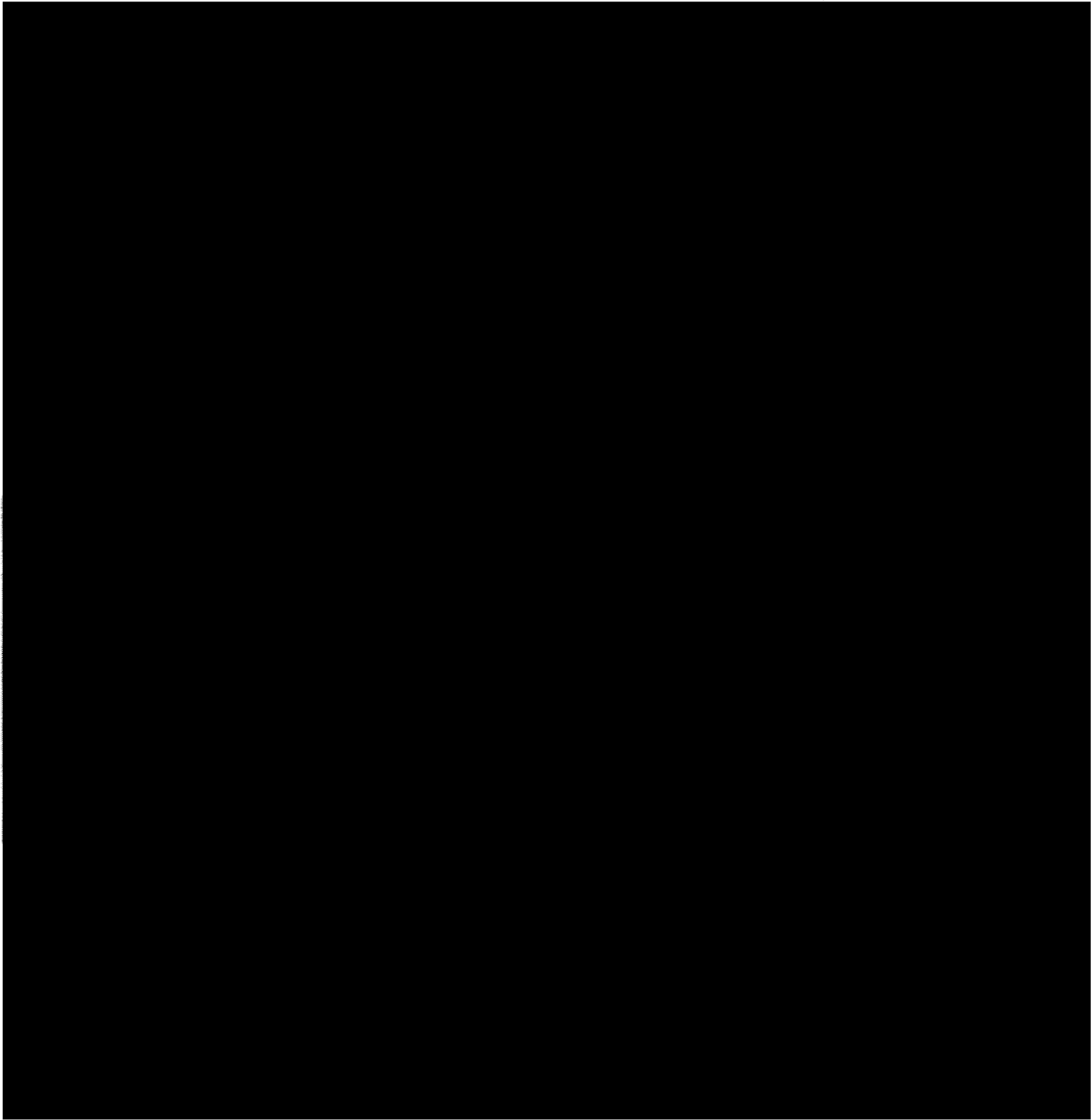
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 Classification: N/A

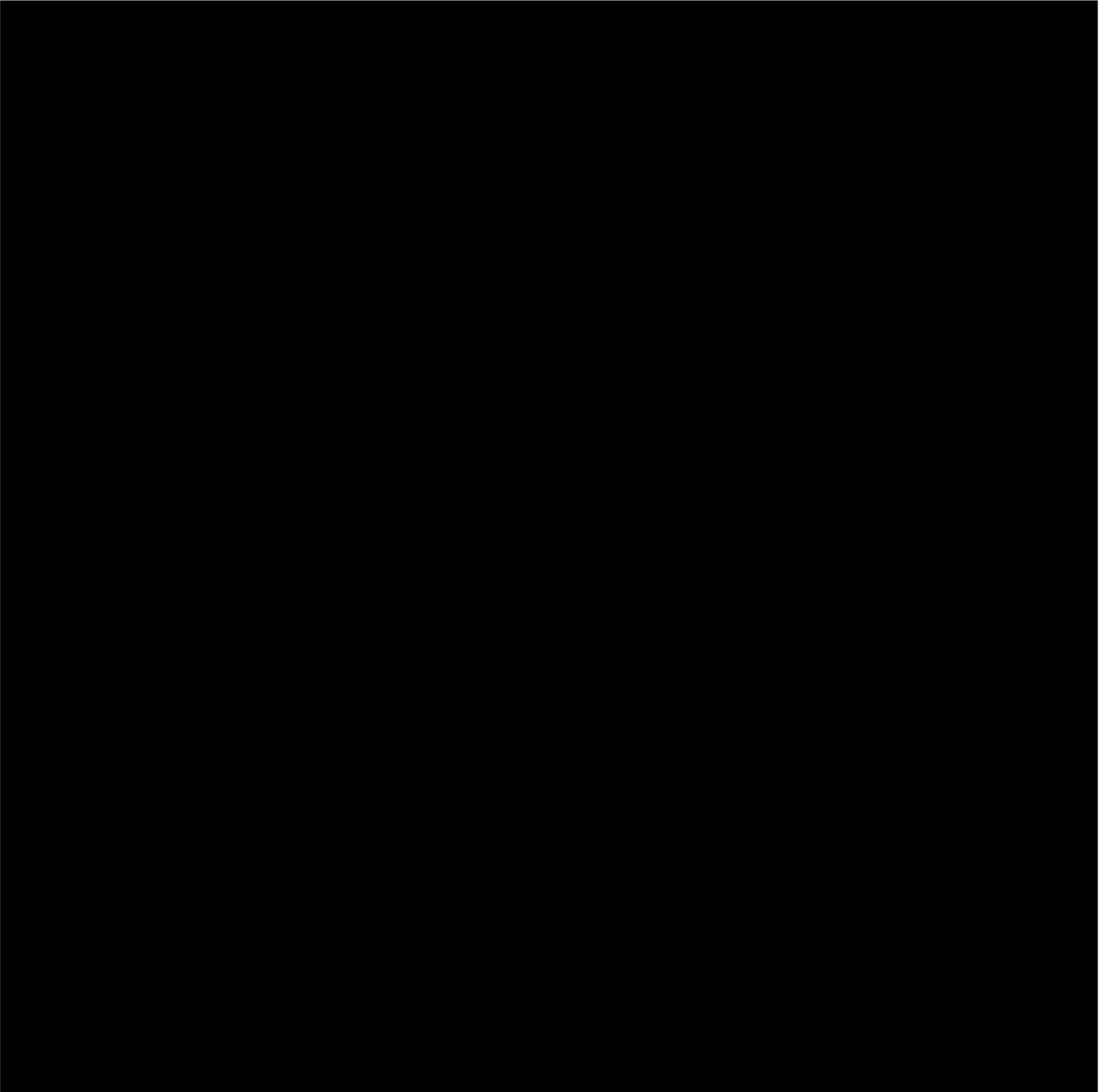
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 Classification: N/A

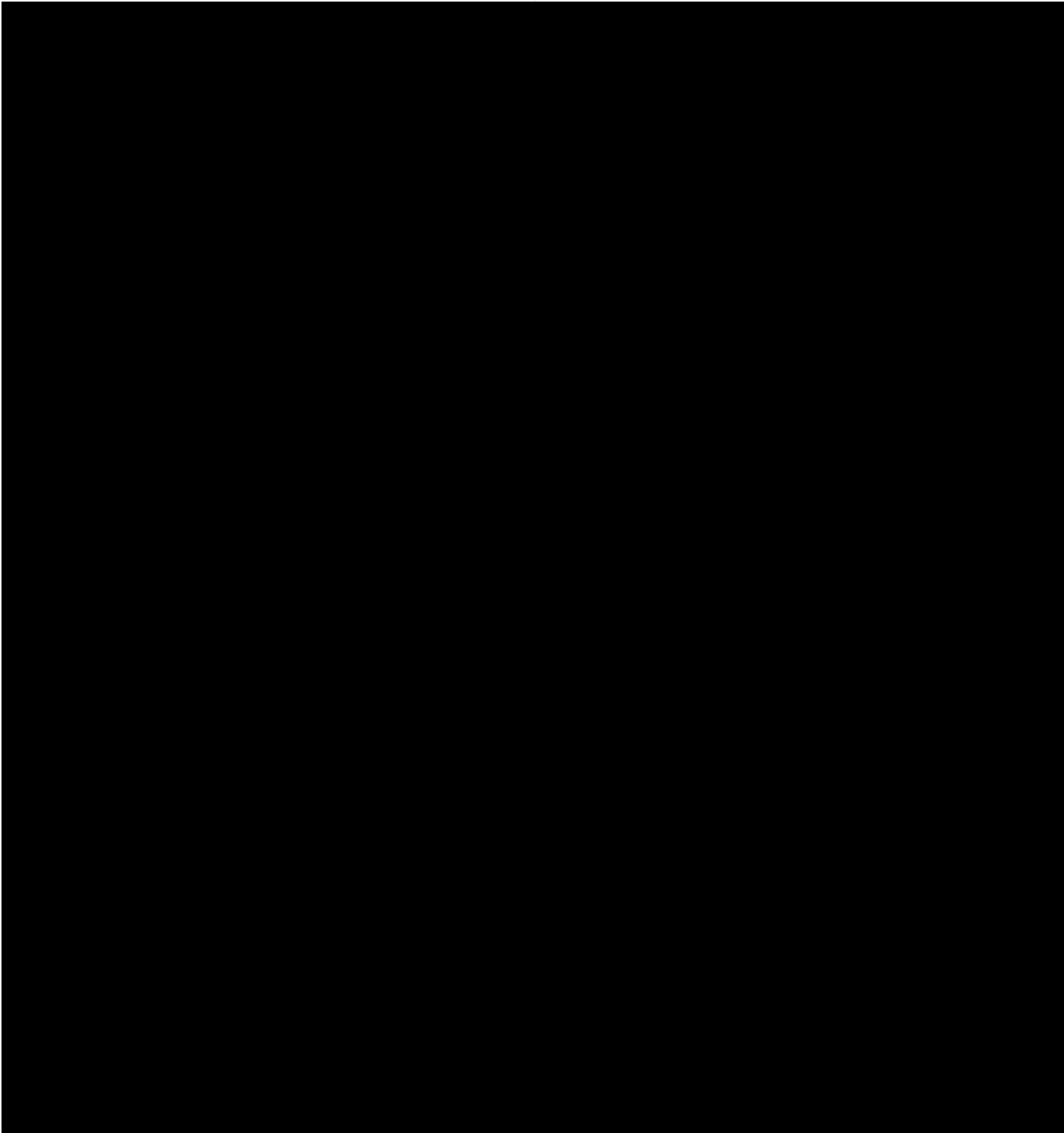
Project Manager
Martin Ross, PE



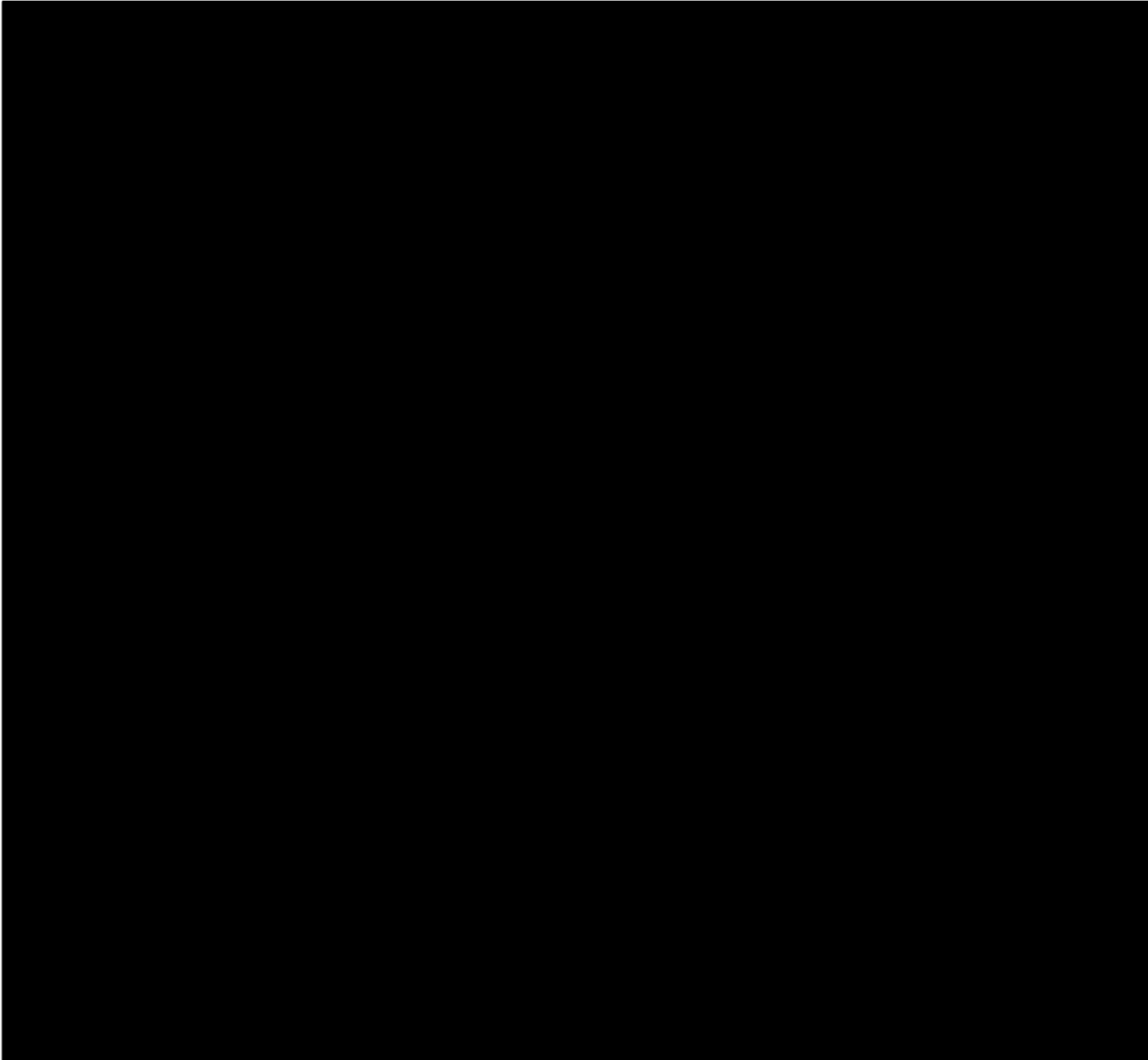
Martin Ross, PE (cont.)



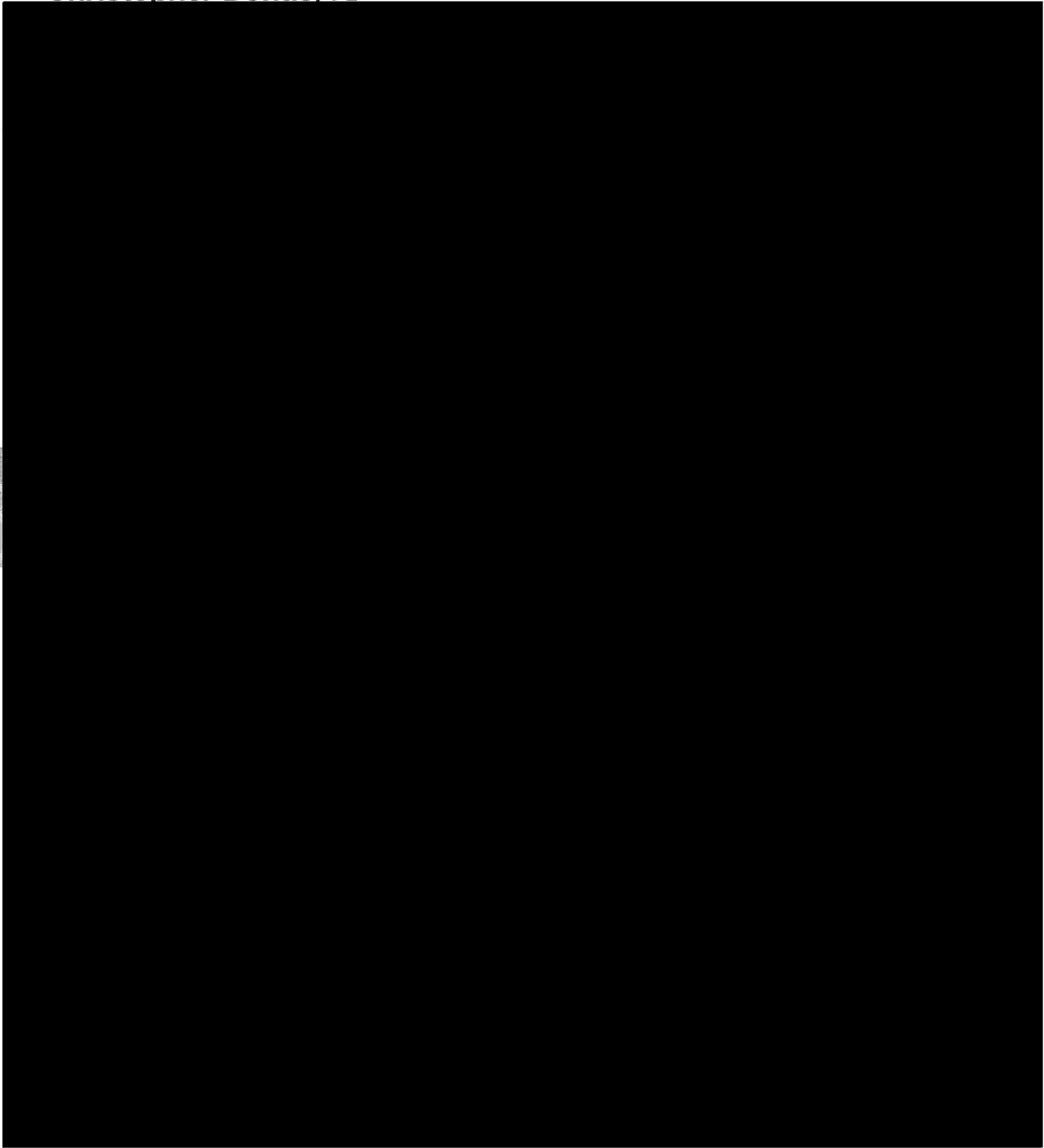
Project Engineer
John Nelson, PE



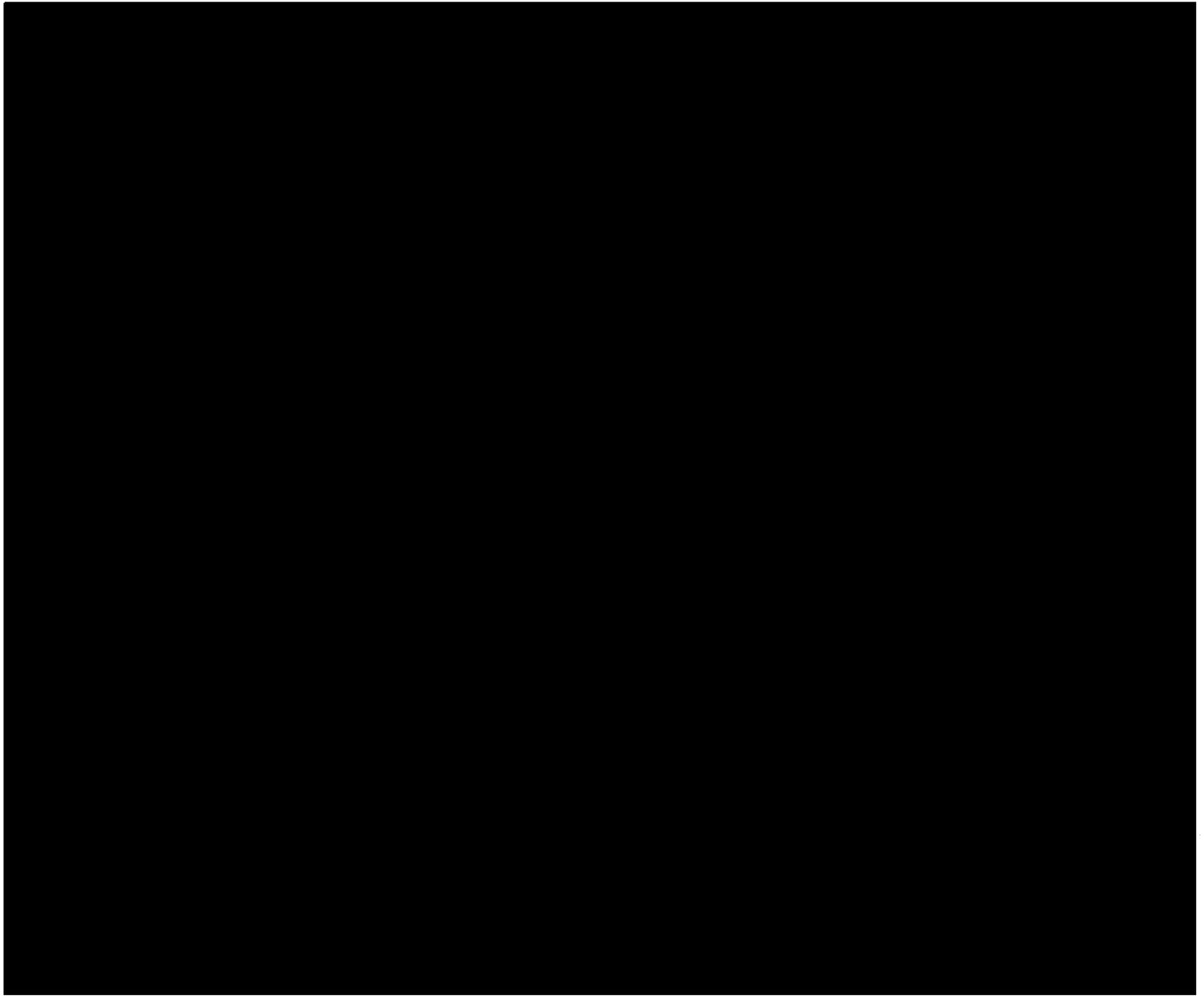
John Nelson, PE (cont.)



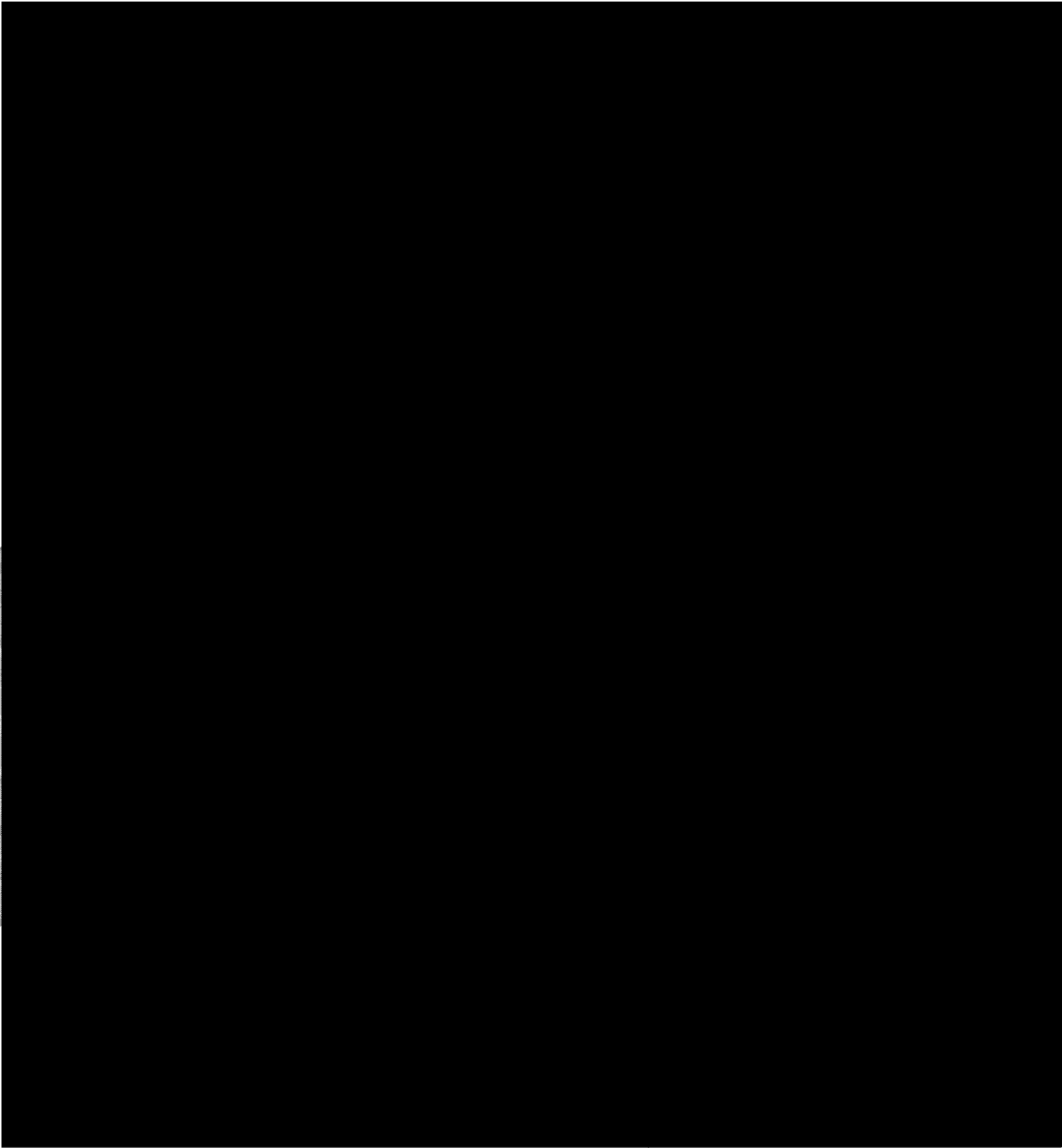
Roadway Design Engineer
Christopher Bonus, PE



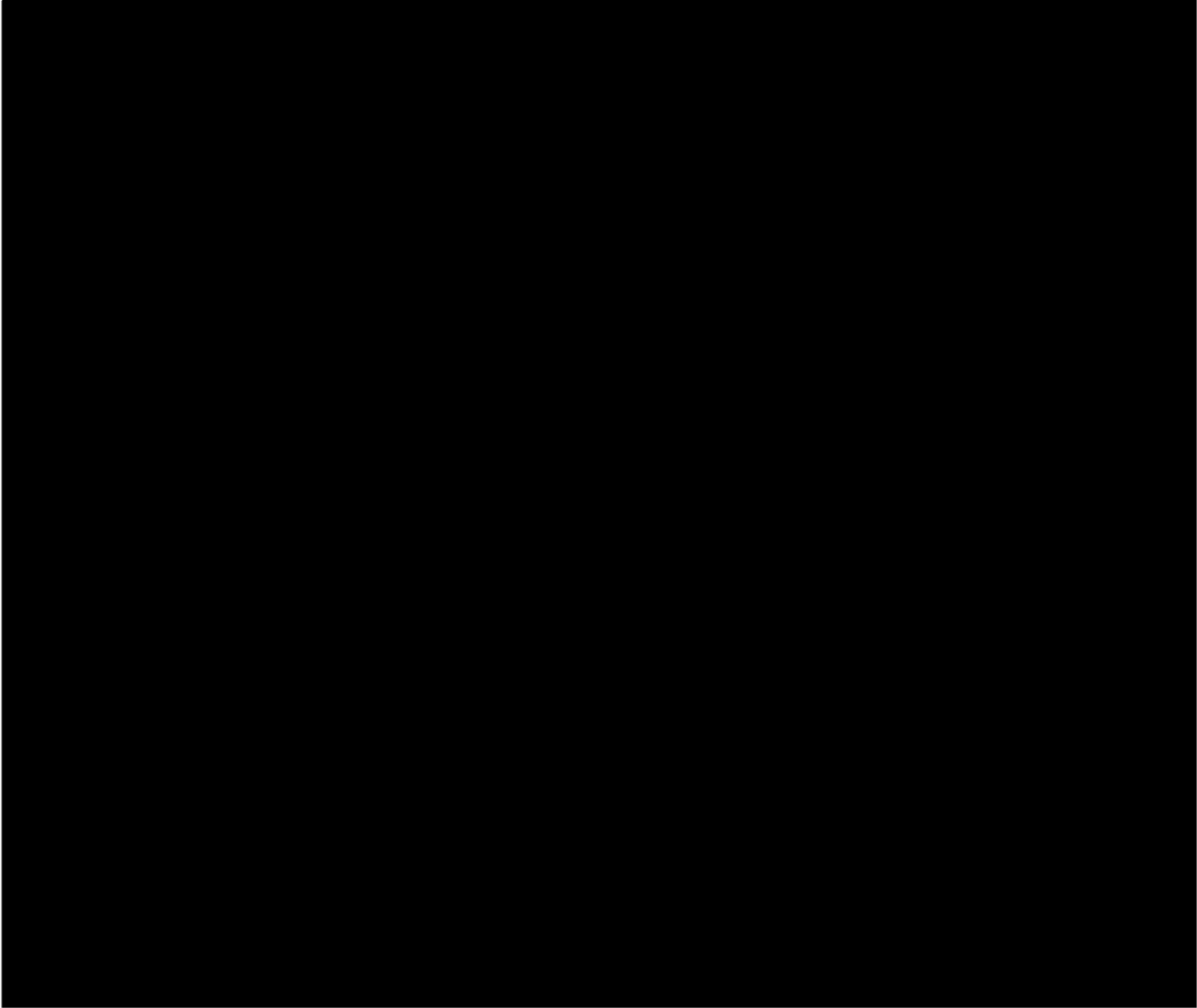
Christopher Bonus, PE (cont.)



Structural Design Engineer
Andy Nicol, PE, SE

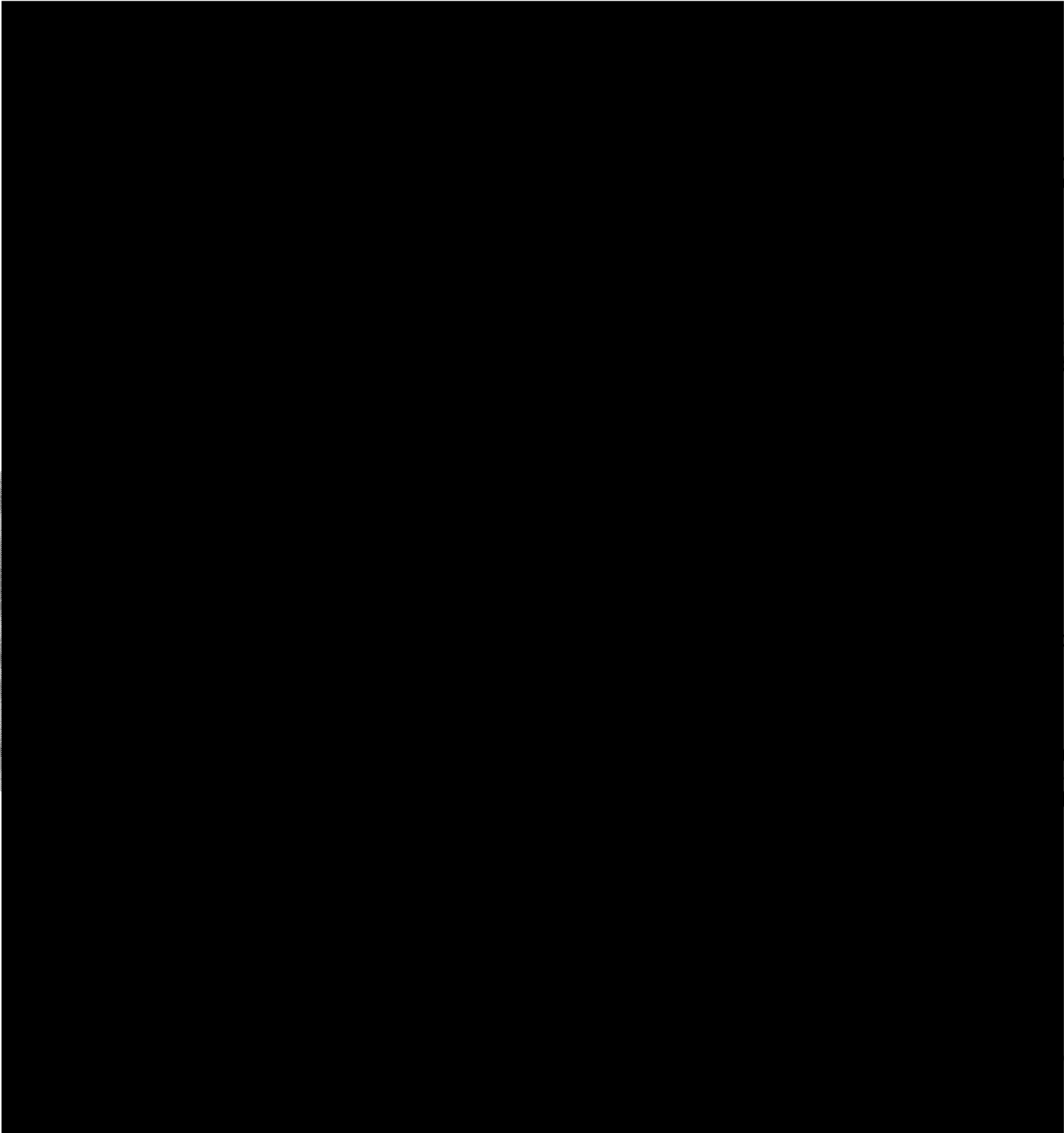


Andy Nicol, PE, SE (cont.)

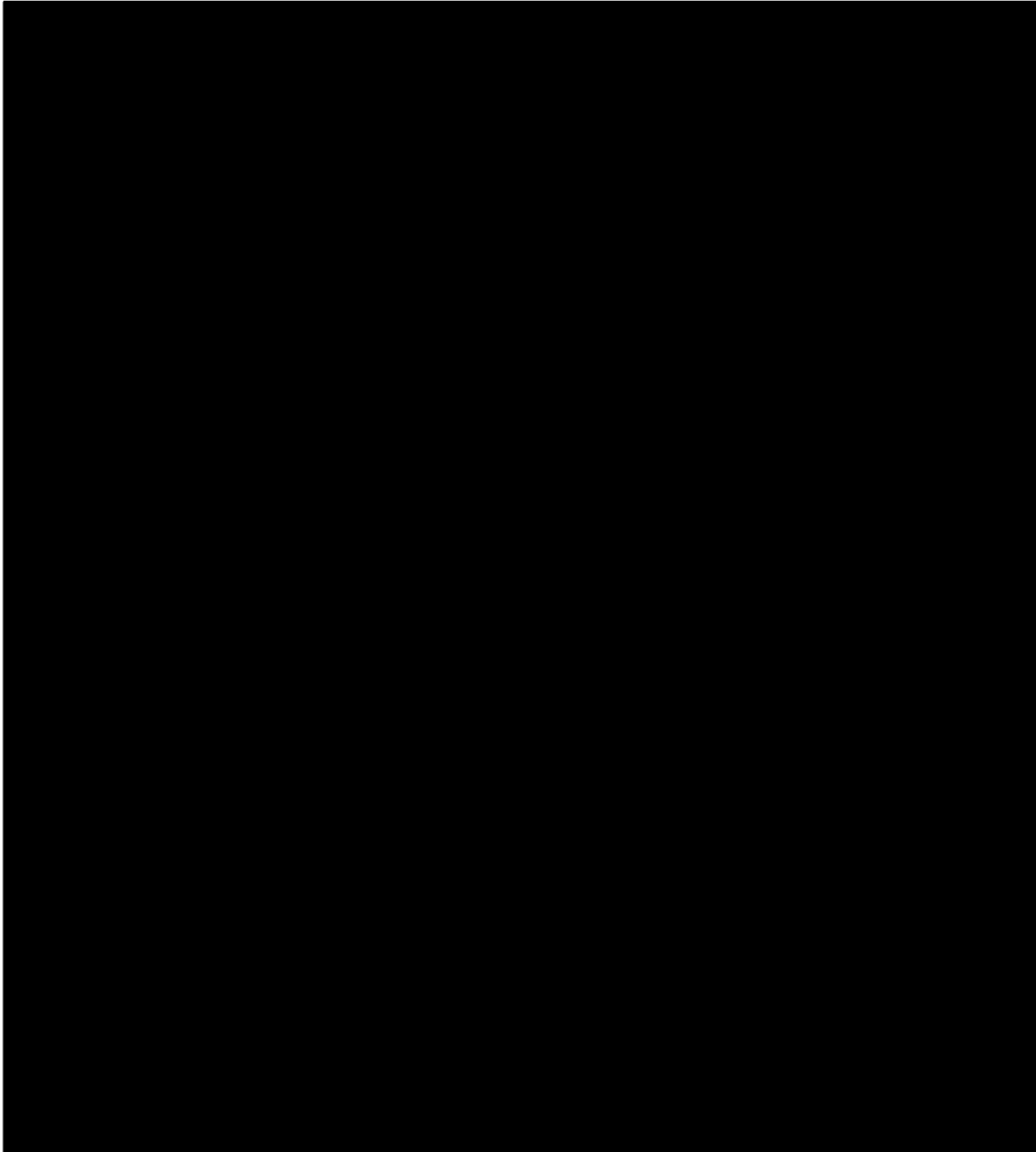


QA/QC Roadway

David McDonald, Ph.D., PE, PTOE



David McDonald, Ph.D., PE, PTOE (cont.)



QA/QC Structural
Lawrence Kirchner, PE, SE

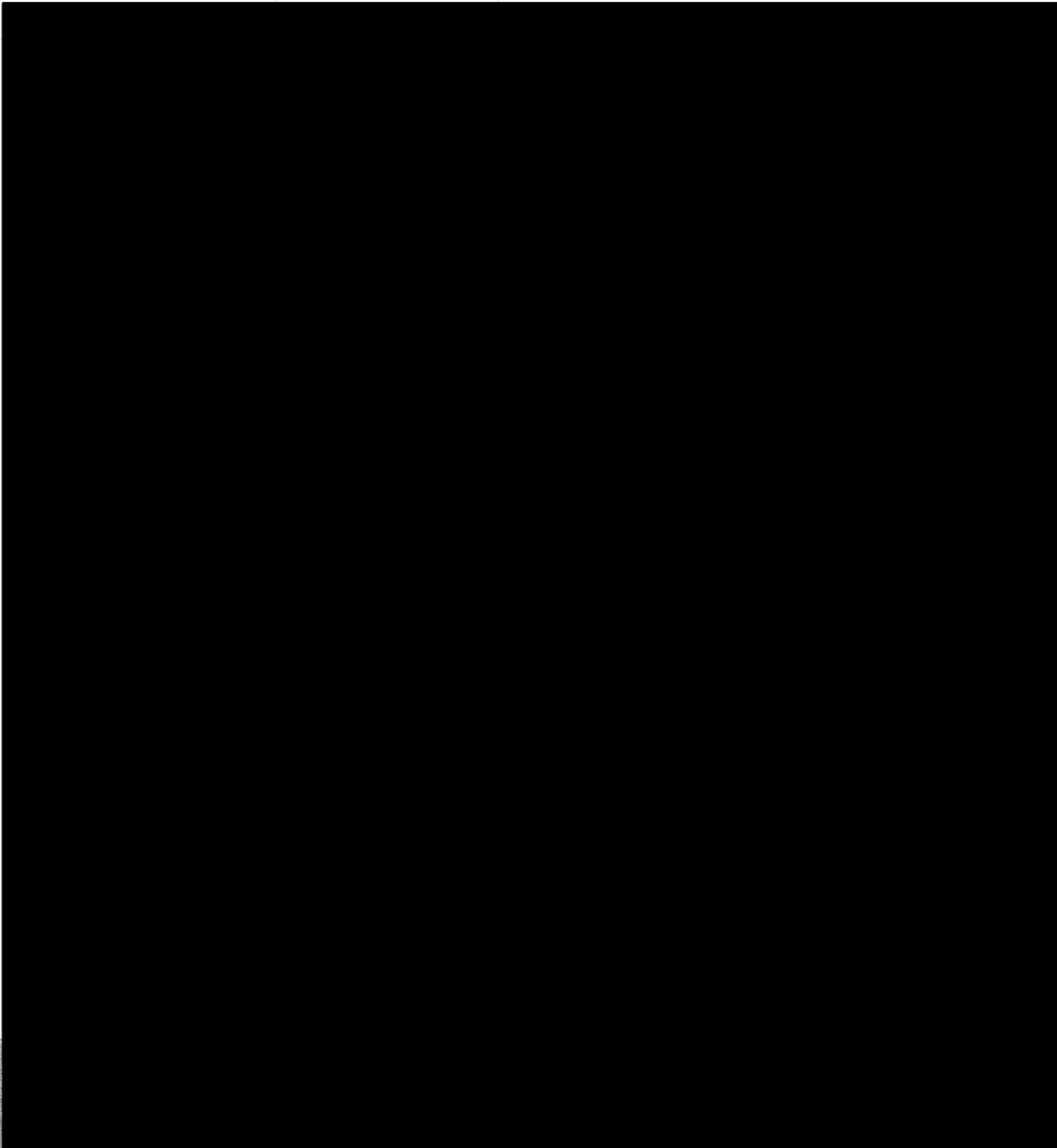


EXHIBIT "1"

Lawrence Kirchner, PE, SE (cont.)

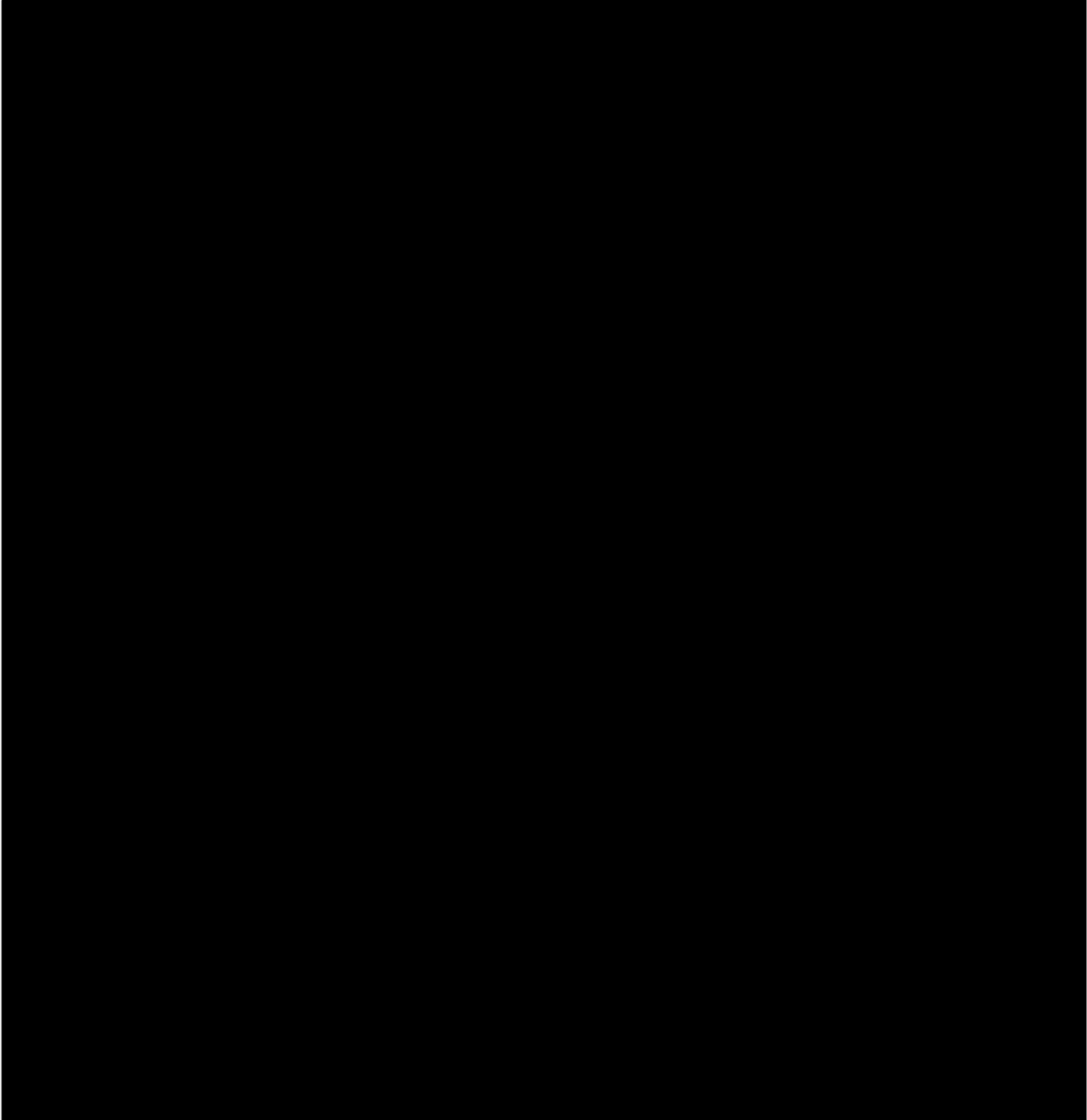


EXHIBIT F-LS

CONTRACT I-17-4298

(TranSystems Corporation/Hanson Professional Services)

SCOPE OF SERVICES

Exhibit F

Scope of Work

**Tri-State Tollway, Roadway Reconstruction, I-55 Ramps (M.P. 24.1) to
Ogden Avenue (M.P. 27.8)**

Contract No. I-17-4298

Illinois State Toll Highway Authority

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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 I-55 Ramps (M.P. 24.1) and Ogden Avenue (M.P. 27.8).

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-17-4298

The Design Section Engineer's (DSE) services under Contract I-17-4298 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. Reconstruction of I-55 Ramp over I-294.
2. Rehabilitation of mainline I-294 bridges over I-55.
3. Advance Noise and Retaining Walls (M.P. 24.1 to M.P. 26.4).
4. Advance Noise and Retaining Walls (M.P. 26.4 to M.P. 27.8).
5. Mainline contracts from I-55 Ramps to Hinsdale Oasis.
6. Mainline contracts from Hinsdale Oasis to 47th Street.
7. Mainline contracts from 47th Street to Ogden Avenue.
8. FCWRD Sanitary Sewer Relocation.
9. 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 AEC 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-17-4298 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-17-4298 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 construction package 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 I-55 Ramps to Ogden Avenue.
- 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-17-4298 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-17-4298 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-17-4298 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:
 - Bridge 247: Ramp A: One ramp structure
 - Bridges 189/190: I-55: Two mainline structures
 - Culvert 247C: Stream crossing
 - Culvert 249C: Stream crossing
 - Bridges 259/260: 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-17-4298 design section:
 - i. Tri-State Tollway Roadway Reconstruction Contract I-17-4297.
 - ii. Design Corridor Manager Tri-State Tollway Contract I-16-4265.
 - iii. Tri-State Tollway Roadway Reconstruction Contract I-17-4304.
 - iv. Tri-State Tollway Roadway Reconstruction Contract I-17-4305.
 - v. Tri-State Tollway Roadway Reconstruction Contract I-16-4306.
 - vi. Tri-State Tollway Roadway Reconstruction Contract RR-14-4222.

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 I-55 Ramps (M.P. 24.1) to Ogden Avenue (M.P. 27.8) 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 I-55 Ramps (M.P. 24.1) to Ogden Avenue (M.P. 27.8). 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 eighty-eight (88) 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.illinoisvirtualtollway.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.
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-17-4298
Tri-State Tollway Roadway Reconstruction I-55 Ramps (M.P. 24.1) to
Ogden Avenue (M.P. 27.8)

SCHEDULE

1.	Scoping Meeting	7/26/2017
2.	Design Scope Submittal	8/11/2017
3.	Design Scope Approval	9/6/2017
4.	Notice to Proceed	12/20/2017
5.	Project Kick-Off Meeting	12/21/2017
6.	Concept Submittal	4/2018
7.	Preliminary Submittal	12/2018
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-17-4298

Tri-State Tollway (I-294) Roadway Reconstruction I-55 Ramps (M.P. 24.1) to Ogden Avenue (M.P. 27.8)

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge ¹	Maintenance**
247	NB	24.20	Ramp A: One ramp structure	O		A
189/190	NB/SB	23.12	I-55: Two mainline structures	U		A
247C	NS	24.50	Stream crossing	O	Culvert	A
249C	NS	24.80	Stream crossing	O	Culvert	A
259/260	NB/SB	26.50	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.

¹ 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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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.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners⁶	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

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

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

³ Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

⁴ A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT F-0
MANHOUR ESTIMATE - SUPPLEMENTAL SURVEY, GEOTECHNICAL, AND SUE INVESTIGATIONS

CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will perform supplemental survey, plats and legals, geotechnical investigations and SUE work to support the design of this section of roadway.

These tasks shall include:

- a. Supplemental Survey and Plats and Legals
- b. Supplemental Geotechnical Investigations
- c. Supplemental SUE investigations

	<u>TS</u>	<u>HA</u>	<u>HBA</u>	<u>MI</u>	<u>BLA</u>	<u>FC</u>	<u>AN</u>	<u>SE</u>	<u>AF</u>	<u>OF</u>	<u>Others</u>	<u>Total</u>	Manhours	
a. Supplemental Survey and Plats and Legals														
Aerial mapping and LIDAR survey to be provided by others														
Conduct Topographic Surveys to Support Design											ASE	-	-	
I-55 Survey												588	588	
Review/verify horizontal/vertical control. Set secondary points												150	150	
Review/verify existing project mapping and locate new features												475	475	
Verify/locate existing visible utilities												475	475	
Prepare CADD DTM												300	300	
Perform detailed tree classification survey (health and spe	-	200										630	830	
ROW Verification												300	300	
Prepare Plats and Legals (88 parcels)												3,520	3,520	
Coordination & review of supplemental survey & plats and le	496											-	496	
subtotals	496	200										6,438	7,134	
b. Supplemental Geotechnical Investigations														
Provide geotechnical services in accordance with ISTHA Geotechnical Manual												GSG	4,492	4,492
Bridges and Culverts - borings performed as part of 4223 Master Plan													-	-
Retaining Walls - 247 borings; 5,127 feet of borings													-	-
Noise Wall - 143 borings; 4,880 feet of borings													-	-
Overhead Signs, Detention Ponds, IPDC buildings; 44 borings													-	-
Pavement Subgrade; 126 borings													-	-
Topsoil Probes													-	-
Geotechnical Analysis and Reports													-	-
Perform Preliminary Site Investigations (PSI); 3 locations													-	-
Phase II ESA Geotechnical Work													-	-
Develop plans for complex MOT needed for field work	-	120											-	120
Obtain permits/approvals for borings on non-Tollway ROW	-	120											-	120
Coordination and review of geotechnical investigations	-	354											-	354
subtotals	-	594										4,492	5,086	
c. Supplemental SUE investigations														
SUE survey location assessment; MOT plans, Permitting coordination												HBK	190	190
Level A Test Holes (43 Test Holes)													-	-
Level B Radio Location													16	16
Level C Sewer Measuredowns													40	40
Survey, Data Collection, Observation and Field Support													160	160
Analysis													64	64
Coordination and review of SUE investigations	-	40											80	120
subtotals	-	40										80	470	590

Concept Design Manhour Summary Table

	<u>TS</u>	<u>HA</u>	<u>HBA</u>	<u>MI</u>	<u>BLA</u>	<u>FC</u>	<u>AN</u>	<u>SE</u>	<u>AF</u>	<u>OF</u>	<u>Others</u>	<u>Total</u>		
a. Supplemental Survey and Plats and Legals	496	200										6,438	7,134	
b. Supplemental Geotechnical Investigations	-	594										4,492	5,086	
c. Supplemental SUE investigations	-	40										80	470	590
Concept Design Totals	496	834										80	11,400	12,810

EXHIBIT F-1
MANHOOR ESTIMATE - CONCEPT DESIGN PHASE

CONTRACT I-17-4298
TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will review and validate the Tri-State Tollway Master Plan and the Advanced Engineering Studies developed under a separate Tollway contracts and prepare a Concept Design Review Technical Memorandum as detailed in Exhibit F and meeting the requirements of the Design Section Engineer's Manual. The Concept Design Review Technical Memorandum will validate the Advanced Engineering Studies (AES) prepared by the 4223 Master Plan. The Concept Design Review Technical Memorandum combined with the AES will present information about each aspect of the project in sufficient detail to allow the Illinois Tollway to approve the recommended scope prior to moving to the next phase of the project.

The Concept Design Phase will include all mainline work within the contract limits and also include the in-kind replacement structures of the mainline I-294 bridges over I-55. Concept Design work will exclude the following work which will be performed by others:

Contract Exclusions:

1. Modifications/repairs to Ogden Avenue bridge, 47th Street bridges, 55th Street and Ramp AB over Commonwealth Avenue bridges;
2. Replacement/relocation of the Pedestrian overpass;
3. Replacement of the BNSF RR bridge;
4. Removal of the Hinsdale Oasis structure and modifications to the Hinsdale Oasis parking lots and facilities;
5. Replacement of Plainfield Road bridge;
6. Additional Truck Parking site near Plaza 37 including access requirements to I-294;
7. Roadway approaches to the I-294 mainline bridges over I-55. The scope of work for I-17-4298 will include any necessary modifications to I-55 mainline and Maintenance of Traffic along I-55;
8. ITS/ATM/IPDC building design will be done by others. The scope of work for I-17-4298 will include designing the underground duct packages along I-294. Fiber optic cable will be installed as part of a separate design package by others;
9. Toll plaza modifications to Plaza 37 (Joliet Road) are not anticipated;
10. Barrier Warrant Analysis for cross road bridges designed by others (Plainfield Rd, 55th St, 47th St, BNSF RR, Pedestrian Overpass and Ogden Av);
11. Public and Local Agency coordination will be performed by others. The scope of work for I-17-4298 will include supporting exhibits and analysis and attending meetings;
12. Traffic modeling and analysis. Traffic model was developed as a corridor wide model and it is assumed that any changes to the traffic model will be done by others.

The Concept Design Phase will include coordination with the adjacent I-294 Design Section Engineers including staging and phasing of the work relative to the mainline roadway reconstruction.

The Concept Design Phase tasks shall include:

- a. Data Collection
- b. Geometric Studies
- c. Roadside Safety Analysis
- d. Signing and Pavement Marking
- e. Roadway Lighting Concepts
- f. Drainage Studies
- g. Landscaping and Erosion Control Concepts
- h. Utility Interferences and Utility Services
- i. Maintenance of Traffic
- j. Structural Studies
- k. Sustainability/INVEST Evaluations
- l. Supplemental Environmental Studies
- m. ITS/ATM/IPDC & duct bank (by others)
- n. Update Right of Way Requirements
- o. Permitting
- p. Aesthetics
- q. Concept Cost Estimate, Value Management and Constructability Reviews
- r. Concept Design Report Review Technical Memorandum

EXHIBIT F-1
MANHOURLY ESTIMATE - CONCEPT DESIGN VALIDATION

CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

	Manhours												
	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	IM	Others	Total
a. Data Collection													
Field reconnaissance trips and photo logs	40	40							80				160
Obtain and review record drawings, as-built plans, bridge inspection reports and other pertinent data.	20	20							40				80
Obtain and review existing utility plans, permits and interagency agreements.	10	10							20				40
Perform a visual pavement condition survey of existing roadways within the limits of the proposed improvements.	-	60							60				120
subtotals	70	130							200				400
b. Geometric Studies													
Review and validate existing substandard geometrics and deficiencies													
18 existing plan drawings (50 scale)	54	54											108
Review and validate I-294 alignment and horizontal geometrics													
5 alignment plan drawings	10	10											20
16 proposed plan drawings (50 scale)	96	96											192
Review, validate and refine I-294 profile													
16 profile drawings	48	48											96
Review, validate and refine Ramp A and Ramp N alignments, geometrics and profiles													
3 proposed plan and profile drawings	48												48
Validate and update Design Criteria and Corridor Criteria	-	48											48
Review and validate Typical Sections													
1 existing typical section drawing	2	2											4
2 typical section drawings - shows full improvements	6	6											12
Review and validate 4223 Design Deviations	28	28											56
Review and validate existing and proposed cross sections													
280 cross sections (every 100 feet & at critical locations)	70	70											140
Prepare Earthwork Management Plan													
Develop 30% earthwork/soils management plan for design section; includes balancing between construction contracts	40	40											80
subtotals	402	402											804
c. Roadside Safety Analysis													
Inventory and inspect existing guardrail	48												48
Review and validate Areas of Concern and prepare Level 0 Table	48												48
Prepare Concept Roadside Safety Plans	64												64
Review and validate Level 3 BWA at Ramp A over I-294. (All other cross road bridge BWA to be prepared by others)	48												48
Review previous Barrier Warrant Analysis Reports	56												56
Concept BWA Meeting	24												24
subtotals	288												288
d. Signing and Pavement Marking													
Inventory existing signs	-									32			32
Identify and incorporate local signing requests	-									32			32
Review, validate and update signing and pavement marking plans	-									64			64
subtotals										128			128
e. Roadway Lighting Concepts													
AES Design Verification								80					80
subtotals								80					80
f. Drainage Studies													
Review and validate Drainage Report prepared by 4223	24				64	200							288
Prepare Concept Drainage Report Review Technical Memorandum	16				-	40							56
subtotals	40				64	240							344
g. Landscaping and Erosion Control Concepts													
Review and validate erosion control plans from 4223 Master Plan	-				40								40
Prepare Erosion Control Design Concept Submittal per Section 3.1.2 of ISTHA Erosion and Sediment Control, Landscape Design Criteria Manual													
Perform project site evaluation	-				16								16
Coordinate with Governmental and Regulatory Agencies	-				24								24
Review erosion control overview drawings; complete Erosion and Sediment Control Technical Review Checklist	-				40								40
Prepare Landscape Design Concept Submittal per Section 4.1.2 of ISTHA Erosion and Sediment Control, Landscape Design Criteria Manual	-				80								80
subtotals					200								200

EXHIBIT F-1
MANHOUR ESTIMATE - CONCEPT DESIGN VALIDATION

CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

	Manhours												
	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	Total
h. Utility Interferences and Utility Services													
Utility Review and Data Collection													
Review available atlases, SUE, permits and other utility data	-	96											96
Field check existing utilities (visible, above ground and accessible)	-	120											120
Submit existing plans to utility companies for markup	-	20											20
Coordinate with G4S and evaluate impacts to fiber backbone	-	96											96
Review and validate potential utility conflicts identified in Master Plan	-	96											96
Prepare list of new or temporary utility services for design section	-	48											48
Prepare Utility Interference Report/Documentation	-	84											84
subtotals	-	560											560
i. Maintenance of Traffic													
Review and validate MOT plans from 4223 Master Plan	16	32			16								64
Coordinate MOT with adjacent mainline contracts	20	20											40
Coordinate MOT with adjacent cross road contracts	12	12											24
Coordinate Smart Workzone/ITS requirements with ITS DSE (I-17-4307)	32												32
Determine stage durations and overall project duration	32	32											64
subtotals	112	96			16								224
j. Structural Studies													
Bridge No. 247 - Ramp A over I-294													
Review Existing/Phase I Info, and Validate MBCR	16			18									34
Cursory Field Visit	16			16									32
Bridges Nos. 189/190 - I-294 over I-55													
Review Existing/Phase I Info, and Validate MBCR	-	38											38
Inspection Planning & Prep	-	56											56
Bridge Inspection	-	104											104
Compile Inspection Data & Generate Tech Memo	-	72											72
Bridge Nos. 259/260 - I-294 over Flagg Creek													
Review Existing/Phase I Info, and Validate MBCR	-	30											30
Cursory Field Visit	-	32											32
Culvert 247C (WC 17)													
Review Existing/Phase I Info, and Validate MCCR	-				18								18
Culvert Inspection & Tech Memo	-		50		50								100
Culvert 249C (WC 18)													
Review Existing/Phase I Info, and Validate MCCR	-		18										18
Culvert Inspection & Tech Memo	-		50										50
Culvert at WC 20													
Review Existing/Phase I Info, and Validate MCCR	-		18										18
Culvert Inspection & Tech Memo	-		50										50
Culvert at WC 21													
Review Existing/Phase I Info, and Validate MCCR	-		18										18
Culvert Inspection & Tech Memo	-		50										50
Culvert at WC 23													
Review Existing/Phase I Info, and Validate MCCR	-		18										18
Cursory Field Visit	-		16										16
Retaining Walls (20,500 LF)													
Review Existing/Phase I Info, and Validate Wall Reports	40	48	40	40									168
Inspection of Walls to Remain & Tech Memos (4)	-	40	168										208
Noise Abatement Walls (27,000 LF)													
Review Existing/Phase I Info, and Validate Wall Reports	-	48	48										96
subtotals	72	468	544	74	68								1,226
k. Sustainability/INVEST Evaluations													
Update PINS developed in Pre-Concept Sustainability Workshop													
Participate in corridor wide workshop led by DCM		16											16
Coordinate/review corridor wide 30% PINS developed by DCM		24											24
Develop and submit DSE specific 30% PINS based on corridor PINS		64											64
subtotals	104												104
l. Supplemental Environmental Studies													
Review EED and environmental documents to validate potential issues	64												64
Review and validate wetland impacts within design section	40												40
Coordinate and support 404 and other environmental permit applications	80												80
Review and validate Phase 1 ESAs for property acquisitions	40												40
Prepare Phase 2 ESAs for 3 properties	108												108
Prepare Remedial Action Plans for 3 properties	168												168
subtotals	500												500
m. ITS/ATM/IPDC & duct bank (by others)													
<i>ITS/ATM/IPDC design concepts will be prepared by I-17-4308 DSE</i>													
subtotals													
n. Update Right of Way Requirements													
Review and validate Retaining Wall vs. ROW analysis by Master Plan	40	64											104
Review and validate temporary construction easements	16	18											34
Review and validate AES Proposed ROW Plans	24	36											60
IROW Reporting by DCM													
subtotals	80	118											198

EXHIBIT F-1
MANHOURLY ESTIMATE - CONCEPT DESIGN VALIDATION

CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMP (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

	Manhours											Total	
	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	IM		Others
o. Permitting													
Identify required permits for design section	16	40											56
Update DCM Permitting Matrix	8	24											32
Identify IGAs, utility and other agreements for design section	8	24											32
subtotals	32	88											120
p. Aesthetics													
Review and validate corridor wide aesthetic treatments	12	12											24
subtotals	12	12											24
q. Concept Cost Estimate, Value Management and Constructability Reviews													
Review and validate 30% cost estimates (7 packages)	32	80											112
Review and validate AES utility relocation costs	16	48											64
Review Master Plan VMS and evaluate recommendations	16	40											56
Perform 30% constructability review	-	-		108	-								108
subtotals	64	168		108									340
r. Concept Design Report Review Technical Memorandum													
Memorandum Writing	42	86											128
Exhibits	180	60											240
Assemble and Submit	40	40											80
Address Comments	40	40											80
Final Technical Memo	24	40											64
subtotals	326	266											592

Concept Design Validation Manhour Summary Table

	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	IM	Other	Total
a. Data Collection	70	130							200				400
b. Geometric Studies	402	402											804
c. Roadside Safety Analysis	288												288
d. Signing and Pavement Marking										128			128
e. Roadway Lighting Concepts							80						80
f. Drainage Studies	40				64	240							344
g. Landscaping and Erosion Control Concepts				200									200
h. Utility Interferences and Utility Services		560											560
i. Maintenance of Traffic	112	96			16								224
j. Structural Studies	72	468	544	74	68								1,226
k. Sustainability/INVEST Evaluations	104												104
l. Supplemental Environmental Studies	500												500
m. ITS/ATM/IPDC & duct bank (by others)													
n. Update Right of Way Requirements	80	118											198
o. Permitting	32	88											120
p. Aesthetics	12	12											24
q. Concept Cost Estimate, Value Management and Constructability Reviews	64	168		108									340
r. Concept Design Report Review Technical Memorandum	326	266											592
Concept Design Totals	2,102	2,308	544	382	148	240	80		200	128			6,132

EXHIBIT F-2
MANHOUR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES

CONTRACT I-17-4298
TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will prepare Contract Plans, Specifications and Estimates for the mainline reconstruction and widening of I-294 between the I-55 Ramp (M.P. 24.1) and Ogden Avenue (M.P. 27.8) in accordance with the requirements of Exhibit F and the Illinois Tollway Design Section Engineer's Manual. The design maybe broken into not more than eight (8) separate construction packages identified below:

Anticipated Contract Packages

1. I-55 Ramp A Bridge over I-294 (MP 24.1). Contract limits will include reconstruction/rehabilitation of Ramp A from Plaza 37 to Plainfield Road and reconstruction of Ramp N from the I-294 gore to Plainfield Road.
2. Advance Noise and Retaining Walls (MP 24.1 to 26.4). Construction of proposed noise walls (23 locations) and proposed retaining walls (14 locations) in advance of mainline construction packages. Work will include the box culvert extensions and repairs at Water Crossings 17, 18, 20 and 21).
3. Advance Noise and Retaining Walls (MP 26.4 to 27.8). Construction of proposed noise walls (11 locations) and proposed retaining walls (9 locations) in advance of mainline construction packages. Work will include the box culvert extension at MP 26.7 (WC 23).
4. I-294 Widening and Reconstruction I-55 Ramps (MP 24.1) to Hinsdale Oasis (MP 25.0).
5. I-294 Widening and Reconstruction Hinsdale Oasis (MP 25.0) to 47th Street (MP 26.4).
6. I-294 Widening and Reconstruction 47th Street (MP 26.4) to Ogden Avenue (MP 27.8).
7. Reconstruction and Widening of I-294 Bridges over I-55 (MP 23.3). This design work will be included in the mainline contract plans being prepared by Contract I-17-4297. The scope of work will include structural plans (approach slab to approach slab) for the two bridges including Maintenance of Traffic on I-55, I-55 expressway work and underpass lighting under the new bridges.
8. FCWRD Sanitary Sewer Relocation (MP 24.1 to MP 27.4). Relocation and replacement of FCWRD sanitary sewers in advance of noise and retaining wall construction.

Contract Plans, Specifications and Estimates will exclude the following design which will be performed by others:

Contract Exclusions

1. Modifications/repairs to Ogden Avenue bridge, 47th Street bridges, 55th Street and Ramp AB over Commonwealth Avenue bridges;
2. Replacement/relocation of the Pedestrian overpass;
3. Replacement of the BNSF RR bridge;
4. Removal of the Hinsdale Oasis structure and modifications to the Hinsdale Oasis parking lots and facilities;
5. Replacement of Plainfield Road bridge;
6. Additional Truck Parking site near Plaza 37 including access requirements to I-294;
7. Roadway approaches to the I-294 mainline bridges over I-55. The scope of work for I-17-4298 will include any necessary modifications to I-55 mainline and Maintenance of Traffic along I-55;
8. ITS/ATM/IPDC building design. The scope of work for I-17-4298 will include designing the underground duct packages along I-294 and design of foundation supports for ATM/ITS/DMS gantries and IPDC building foundation. Fiber optic cable will be installed as part of a separate design contract by others;
9. Toll plaza modifications to Plaza 37 (Joliet Road) are not anticipated.
10. Building demolition for newly acquired property;
11. Installation/relocation of temporary/advanced ITS assets prior to mainline construction;
12. Advanced pavement and shoulder rehabilitation or replacement and installation of mainline crossovers.

The PS&E work will include coordination with the adjacent I-294 Design Section Engineers including staging and phasing of the work relative to the mainline roadway reconstruction.

EXHIBIT F-2g
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES
 CONTRACT I-17-4298

TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the reconstruction and widening of **I-55 Ramp A Bridge over I-294 (MP 24.1)**. Contract limits will include reconstruction/rehabilitation of Ramp A from Plaza 37 to Plainfield Road and reconstruction of Ramp N from the I-294 gore to Plainfield Road.

Sheet Description	Ramp A Bridge over I-294														Subtotal
	Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	
A. General Sheets															
Title Sheet	8	1	8	-	-	-	-	-	-	-	-	-	-	-	8
Index of Drawings	12	1	12	-	-	-	-	-	-	-	-	-	-	-	12
General Notes	16	1	16	-	-	-	-	-	-	-	-	-	-	-	16
Progress Schedule	32	1	32	-	-	-	-	-	-	-	-	-	-	-	32
Summary of Quantities (assume 300 Q's @ 50 Q's /sht)	24	6	144	-	-	-	-	-	-	-	-	-	-	-	144
Schedule of Quantities	24	3	72	-	-	-	-	-	-	-	-	-	-	-	72
Earthwork Summary	36	1	36	-	-	-	-	-	-	-	-	-	-	-	36
Alignment, Ties and Benchmarks	16	1	16	-	-	-	-	-	-	-	-	-	-	-	16
Existing Typical Sections	24	2	48	-	-	-	-	-	-	-	-	-	-	-	48
Proposed Typical Sections - Mainline	40	6	240	-	-	-	-	-	-	-	-	-	-	-	240
Proposed Typical Section - Details	40	3	120	-	-	-	-	-	-	-	-	-	-	-	120
IDOT Standards and Details	2	40	80	-	-	-	-	-	-	-	-	-	-	-	80
subtotals		66	824												824
B. Maintenance of Traffic Plans															
General Notes	16	1	-	-	-	-	16	-	-	-	-	-	-	-	16
Construction Staging Notes	28	1	-	-	-	-	28	-	-	-	-	-	-	-	28
Typical Sections - Prestage	24	1	-	-	-	-	24	-	-	-	-	-	-	-	24
Typical Sections - Stage 1	24	3	-	-	-	-	72	-	-	-	-	-	-	-	72
Typical Sections - Stage 2	24	3	-	-	-	-	72	-	-	-	-	-	-	-	72
Typical Sections - Stage 3	24	3	-	-	-	-	72	-	-	-	-	-	-	-	72
Temporary Pavement Details	36	2	-	-	-	-	72	-	-	-	-	-	-	-	72
Temporary Informational Signing Details	20	2	-	-	-	-	40	-	-	-	-	-	-	-	40
MOT Plans - Prestage	24	6	-	-	-	-	144	-	-	-	-	-	-	-	144
MOT Plans - Stage 1 (50 Scale)	24	6	-	-	-	-	144	-	-	-	-	-	-	-	144
MOT Plans - Stage 2 (50 Scale)	24	6	-	-	-	-	144	-	-	-	-	-	-	-	144
MOT Plans - Stage 3 (50 Scale)	38	6	-	-	-	-	228	-	-	-	-	-	-	-	228
TERS for MOT Stages (1 location; 2 sheets/location)	24	2	-	-	-	-	48	-	-	-	-	-	-	-	48
subtotals		42					1,104								1,104
C. Civil Plans															
Removal and Existing Conditions Plans (50 scale)	32	5	160	-	-	-	-	-	-	-	-	-	-	-	160
Roadway Plans (50 Scale)	36	5	180	-	-	-	-	-	-	-	-	-	-	-	180
Roadway Profiles (50 Scale)	16	5	80	-	-	-	-	-	-	-	-	-	-	-	80
Construction Details	40	4	160	-	-	-	-	-	-	-	-	-	-	-	160
Pavement Elevation and Jointing Plans (20 scale)	16	10	160	-	-	-	-	-	-	-	-	-	-	-	160
Grading Plans (at Bridge Cones)	48	2	96	-	-	-	-	-	-	-	-	-	-	-	96
subtotals		31	836												836
D. Drainage and Utility Plans															
Drainage Plans (50 Scale)	32	5	-	-	-	-	160	-	-	-	-	-	-	-	160
Drainage Profiles	16	5	-	-	-	-	80	-	-	-	-	-	-	-	80
Drainage Schedules	16	3	-	-	-	-	48	-	-	-	-	-	-	-	48
Drainage Details	24	3	-	-	-	-	72	-	-	-	-	-	-	-	72
Subsurface Drainage Plans	12	5	-	-	-	-	60	-	-	-	-	-	-	-	60
Temporary Drainage Plans	24	5	-	-	-	-	120	-	-	-	-	-	-	-	120
Temporary Drainage Schedules	16	1	-	-	-	-	16	-	-	-	-	-	-	-	16
Utility Matrix	16	1	-	-	-	-	-	-	16	-	-	-	-	-	16
Utility Plans	16	5	-	-	-	-	-	-	80	-	-	-	-	-	80
subtotals		33					556		96						652
E. Landscaping, Erosion Control, Pavement Marking, Signing and Lighting Plans															
Pavement Marking and Signing Plans	24	5	-	-	-	-	-	-	-	-	120	-	-	-	120
Sign Truss Details	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Signing Schedules	24	2	-	-	-	-	-	-	-	-	48	-	-	-	48
Permanent Erosion Control and Fencing Plans	16	5	-	-	-	80	-	-	-	-	-	-	-	-	80
Temporary Erosion Control Schedules	24	1	-	-	-	24	-	-	-	-	-	-	-	-	24
Temporary Erosion Control - Sequence of Operations and Notes	24	1	-	-	-	24	-	-	-	-	-	-	-	-	24
Temporary Erosion Control Plans - General Overview	16	2	-	-	-	32	-	-	-	-	-	-	-	-	32
Temporary Erosion Control Plans - Stage 1	16	5	-	-	-	80	-	-	-	-	-	-	-	-	80
Temporary Erosion Control Plans - Stage 2	16	5	-	-	-	80	-	-	-	-	-	-	-	-	80

EXHIBIT F-2g
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES
 CONTRACT I-17-4298

TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the reconstruction and widening of **I-55 Ramp A Bridge over I-294 (MP 24.1)**. Contract limits will include reconstruction/rehabilitation of Ramp A from Plaza 37 to Plainfield Road and reconstruction of Ramp N from the I-294 gore to Plainfield Road.

Sheet Description	Ramp A Bridge over I-294														Subtotal
	Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	
Temporary Erosion Control Plans - Stage 3	16	5	-	-	-	80	-	-	-	-	-	-	-	-	80
Temporary Erosion Control Details	24	2	-	-	-	48	-	-	-	-	-	-	-	-	48
Soil Boring Plans	8	1	-	-	-	8	-	-	-	-	-	-	-	-	8
Lighting General Notes, Schedule, Symbols and Legends	24	1	-	-	-	-	-	-	24	-	-	-	-	-	24
Roadway Lighting Plans	32	5	-	-	-	-	-	-	160	-	-	-	-	-	160
Underpass Lighting	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Temporary Lighting Plans	32	5	-	-	-	-	-	-	160	-	-	-	-	-	160
Wiring Diagram	28	1	-	-	-	-	-	-	28	-	-	-	-	-	28
Panel Schedule	24	2	-	-	-	-	-	-	48	-	-	-	-	-	48
Lighting Details	12	2	-	-	-	-	-	-	24	-	-	-	-	-	24
subtotals		50				456			444			168			1,068
F. Structural Plans															
I-55 Ramp A Bridge over I-294 (BN 247)															
ABC/Bridge Type Study			64	-	-	48	-	-	-	-	-	-	-	-	112
Type, Size & Location Plans	56	3	112	-	-	56	-	-	-	-	-	-	-	-	168
General Plan and Elevation	48	1	48	-	-	-	-	-	-	-	-	-	-	-	48
General Notes and Index of Sheets	40	1	40	-	-	-	-	-	-	-	-	-	-	-	40
Total Bill of Material	24	1	24	-	-	-	-	-	-	-	-	-	-	-	24
Construction Staging	32	3	64	-	-	32	-	-	-	-	-	-	-	-	96
Substructure Layout	48	1	4	-	-	44	-	-	-	-	-	-	-	-	48
Substructure Typ. Sections	48	1	4	-	-	44	-	-	-	-	-	-	-	-	48
Limits and details of TERS (2 Abuts & Piers)	48	3	10	-	-	134	-	-	-	-	-	-	-	-	144
Pile Driving Records	16	3	-	-	-	48	-	-	-	-	-	-	-	-	48
Substructure Removal Sheets	40	5	12	-	-	188	-	-	-	-	-	-	-	-	200
Abutment Details, Closed Wall Abutment	54	8	32	-	-	400	-	-	-	-	-	-	-	-	432
Wingwall & Sections Details	54	4	16	-	-	200	-	-	-	-	-	-	-	-	216
Pier Details	54	6	24	-	-	300	-	-	-	-	-	-	-	-	324
Steel H-Pile Detail	24	1	-	-	-	24	-	-	-	-	-	-	-	-	24
Framing Details	64	3	192	-	-	-	-	-	-	-	-	-	-	-	192
Girder Details	64	3	192	-	-	-	-	-	-	-	-	-	-	-	192
Cross Frame & Diaphragms	64	2	128	-	-	-	-	-	-	-	-	-	-	-	128
Camber & Top of Web	48	1	48	-	-	-	-	-	-	-	-	-	-	-	48
Moment and Reaction Tables	48	1	48	-	-	-	-	-	-	-	-	-	-	-	48
Expansion Bearing Details	48	2	96	-	-	-	-	-	-	-	-	-	-	-	96
Top of Slab Elevations	56	4	224	-	-	-	-	-	-	-	-	-	-	-	224
Top of Approach Slab Elevations - Includes Transition sheets	40	2	80	-	-	-	-	-	-	-	-	-	-	-	80
Superstructure	48	3	144	-	-	-	-	-	-	-	-	-	-	-	144
Superstructure Details	48	3	144	-	-	-	-	-	-	-	-	-	-	-	144
Diaphragm at Abutments	48	1	48	-	-	-	-	-	-	-	-	-	-	-	48
Expansion Joint Details	32	1	32	-	-	-	-	-	-	-	-	-	-	-	32
Bar Splicer Details	24	1	24	-	-	-	-	-	-	-	-	-	-	-	24
Lighting Details	24	1	24	-	-	-	-	-	-	-	-	-	-	-	24
Drainage scupper details	12	1	12	-	-	-	-	-	-	-	-	-	-	-	12
Bridge Approach Slab Details	40	6	240	-	-	-	-	-	-	-	-	-	-	-	240
Boring Logs	4	7	28	-	-	-	-	-	-	-	-	-	-	-	28
subtotals		83	2,158			1,518									3,676
G. Cross Sections															
		Hrs/xs	xs												
Cross Sections at 100 ft intervals	8	52	416	-	-	-	-	-	-	-	-	-	-	-	416
Update Earthwork Management Plan at 60% & 95% design (@32 hrs/submittal)		-	64	-	-	-	-	-	-	-	-	-	-	-	64
Cross Culverts and Critical Sections (2 xs)	8	2	16	-	-	-	-	-	-	-	-	-	-	-	16
subtotals		54	496												496
H. Contract Documents															
<u>Design Deviations and Corridor Criteria Exceptions</u>															
Identify, prepare and process Design Deviations						4298									
Identify and justify Corridor Criteria Exceptions															
<u>Specifications</u>															
60% Submittal			160	-	-	-	-	-	-	-	-	-	-	-	160
90% Submittal			120	-	-	-	-	-	-	-	-	-	-	-	120
100% Submittal			40	-	-	-	-	-	-	-	-	-	-	-	40

EXHIBIT F-2g
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES
 CONTRACT I-17-4298

TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the reconstruction and widening of **I-55 Ramp A Bridge over I-294 (MP 24.1)**. Contract limits will include reconstruction/rehabilitation of Ramp A from Plaza 37 to Plainfield Road and reconstruction of Ramp N from the I-294 gore to Plainfield Road.

Sheet Description	Hrs/Sht	Sheets	Ramp A Bridge over I-294													Subtotal
			TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others		
Design Calculations																
Barrier Warrant Analysis			-	-	-	-	-	-	-	-	-	-	-	-		
Drainage Calculations (1.0 miles at 115 hrs/mile)			-	-	-	-	-	115	-	-	-	-	-	-	115	
Quantity Calculations																
Civil, Drainage, MOT, Signing, Pavement Marking			292	-	-	-	-	80	-	-	-	-	-	-	372	
Construction Cost Estimates																
60% Submittal			116	-	-	-	-	-	-	-	-	-	-	-	116	
90% Submittal			98	-	-	-	-	-	-	-	-	-	-	-	98	
100% Submittal			40	-	-	-	-	-	-	-	-	-	-	-	40	
Project Schedules																
Design Scheduling			24	-	-	-	-	-	-	-	-	-	-	-	24	
		subtotals	890	-	-	-	-	195	-	-	-	-	-	-	1,085	
I. 3-D Modeling																
3D Modeling for Civil, Drainage and Utilities			800	-	-	-	-	-	-	-	-	-	-	-	800	
		subtotals	800	-	-	-	-	-	-	-	-	-	-	-	800	
J. ESIS Part II and INVEST																
Prepare single Design Section ESIS Part II during 60% PS&E																
Update and submit ESIS Part II at 95% PS&E																
Incorporate 30% PINS and sustainable practices into 60%			24	-	-	-	-	-	-	-	-	-	-	-	24	
Develop and submit 60% PINS based on 30% DSE PINS			8	-	-	-	-	-	-	-	-	-	-	-	8	
Incorporate 60% PINS and sustainable practices into 95%			8	-	-	-	-	-	-	-	-	-	-	-	8	
Sustainability workshop during 95% PS&E			8	-	-	-	-	-	-	-	-	-	-	-	8	
Develop and submit 95% PINS based on 60% DSE PINS			4	-	-	-	-	-	-	-	-	-	-	-	4	
		subtotals	52	-	-	-	-	-	-	-	-	-	-	-	52	
K. Bid Phase Support																
Prepare Contract Addenda (assume 2 addenda/contract @24 hrs/addendum)			40	-	-	-	-	-	-	-	-	-	-	-	40	
Preconstruction Bid Meeting Support			32	-	-	-	-	-	-	-	-	-	-	-	32	
Assist in preparing responses to bidder questions			32	-	-	-	-	-	-	-	-	-	-	-	32	
Construction Bid review support			36	-	-	-	-	-	-	-	-	-	-	-	36	
Analysis of Contractor Bids			24	-	-	-	-	-	-	-	-	-	-	-	24	
		subtotals	164	-	-	-	-	-	-	-	-	-	-	-	164	
L. VMS and Constructability Review																
Participate in 60% VMS Workshop led by DCM																
Prepare exhibits, plans and presentation																
Attend VMS																
Evaluate VMS Ideas																
Constructability Review (1 person x 40 hours per submittal)																
60% Submittal			-	-	-	-	-	40	-	-	-	-	-	-	40	
95% Submittal			-	-	-	-	-	40	-	-	-	-	-	-	40	
Prepare Constructability Review Report			-	-	-	-	-	60	-	-	-	-	-	-	60	
		subtotals	-	-	-	-	-	140	-	-	-	-	-	-	140	

Manhour Summary

Ramp A Bridge over I-294

GRAND TOTALS	MH Total	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	Subtotal
A. General Sheets	824	66	824	-	-	-	-	-	-	-	-	-	-	-	824
B. Maintenance of Traffic Plans	1,104	42	-	-	-	-	1,104	-	-	-	-	-	-	-	1,104
C. Civil Plans	836	31	836	-	-	-	-	-	-	-	-	-	-	-	836
D. Drainage and Utility Plans	652	33	-	-	-	-	556	-	-	96	-	-	-	-	652
E. Landscaping, Erosion Control, Pavement Marking, Signing and Lighting Plans	1,068	50	-	-	-	456	-	-	444	-	-	168	-	-	1,068
F. Structural Plans	3,676	83	2,158	-	-	1,518	-	-	-	-	-	-	-	-	3,676
G. Cross Sections	496	54	496	-	-	-	-	-	-	-	-	-	-	-	496
H. Contract Documents	1,085	-	890	-	-	-	195	-	-	-	-	-	-	-	1,085
I. 3-D Modeling	800	-	800	-	-	-	-	-	-	-	-	-	-	-	800
J. ESIS Part II and INVEST	52	-	52	-	-	-	-	-	-	-	-	-	-	-	52
K. Bid Phase Support	164	-	164	-	-	-	-	-	-	-	-	-	-	-	164
L. VMS and Constructability Review	140	-	-	-	-	-	140	-	-	-	-	-	-	-	140
TOTALS	10,897	359	6,220	-	-	1,974	1,995	-	444	96	-	168	-	-	10,897

EXHIBIT F-2a
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES

CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 26.4)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the **Advance Noise and Retaining Walls (MP 24.1 to 26.4)**. Construction of proposed noise walls (23 locations) and proposed retaining walls (14 locations) in advance of mainline construction packages. Work will include the box culvert extensions and repairs at Water Crossings 17, 18, 20 and 21).

Sheet Description	Advance Noise and Retaining Walls (MP 24.1 to MP 26.4)													Subtotal
	Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM Others	
A. General Sheets														
Title Sheet	8	1	8	-	-	-	-	-	-	-	-	-	-	8
Index of Drawings	12	1	12	-	-	-	-	-	-	-	-	-	-	12
General Notes	16	1	16	-	-	-	-	-	-	-	-	-	-	16
Progress Schedule	32	1	32	-	-	-	-	-	-	-	-	-	-	32
Summary of Quantities	24	5	120	-	-	-	-	-	-	-	-	-	-	120
Schedule of Quantities	24	6	144	-	-	-	-	-	-	-	-	-	-	144
Earthwork Summary	32	1	32	-	-	-	-	-	-	-	-	-	-	32
Alignment, Ties and Benchmarks (100 scale)	16	4	64	-	-	-	-	-	-	-	-	-	-	64
Existing and Proposed Typical Sections	48	5	240	-	-	-	-	-	-	-	-	-	-	240
IDOT Standards and Details	2	-	-	-	-	-	-	-	-	-	-	-	-	-
subtotals		25	668											668
B. Maintenance of Traffic Plans														
General Notes	16	1	-	-	-	16	-	-	-	-	-	-	-	16
Construction Staging Notes	28	1	-	-	-	28	-	-	-	-	-	-	-	28
Typical Sections - Stage 1	24	3	-	-	-	72	-	-	-	-	-	-	-	72
MOT Details	36	2	-	-	-	72	-	-	-	-	-	-	-	72
Temporary Informational Signing Details	40	1	-	-	-	40	-	-	-	-	-	-	-	40
MOT Plans - Stage 1 (50 scale)	24	9	-	-	-	216	-	-	-	-	-	-	-	216
subtotals		17				444								444
C. Civil Plans														
Removal and Existing Conditions Plans	16	9	72	-	-	-	-	-	-	-	72	-	-	144
Roadway Plans (50 scale)	24	9	216	-	-	-	-	-	-	-	-	-	-	216
Roadway Profiles (50 scale)	8	9	72	-	-	-	-	-	-	-	-	-	-	72
Construction Details	40	1	40	-	-	-	-	-	-	-	-	-	-	40
Grading Plans (at Bridge Cones)	36	-	-	-	-	-	-	-	-	-	-	-	-	-
subtotals		28	400								72			472
D. Drainage and Utility Plans														
Drainage Plans (50 scale)	24	9	144	-	-	-	72	-	-	-	-	-	-	216
Drainage Profiles (50 scale) - separate NB and SB profiles	16	18	192	-	-	-	96	-	-	-	-	-	-	288
Drainage Schedules	24	8	120	-	-	-	72	-	-	-	-	-	-	192
Drainage Details	36	3	36	-	-	-	72	-	-	-	-	-	-	108
Junction Chambers (4 locations)	48	4	96	-	-	-	96	-	-	-	-	-	-	192
Fiber Optic Duct Bank Plans (50 scale)	40	9	-	-	-	-	-	-	-	-	-	-	360	360
Fiber Optic Duct Bank Details	40	2	-	-	-	-	-	-	-	-	-	80	-	80
Utility Matrix	24	1	-	-	-	-	-	-	-	24	-	-	-	24
Utility Plans (50 scale)	8	9	-	-	-	-	-	-	-	72	-	-	-	72
subtotals		63	588				408			96		440		1,532
E. Landscaping, Erosion Control, Pavement Marking, Signing and Lighting Plans														
Permanent Erosion Control and Fencing Plans (50 scale)	12	9	-	-	-	108	-	-	-	-	-	-	-	108
Temporary Erosion Control Schedules	32	1	-	-	-	32	-	-	-	-	-	-	-	32
Temporary Erosion Control - Sequence of Operations and Notes	24	1	-	-	-	24	-	-	-	-	-	-	-	24
Temporary Erosion Control Plans - General Overview	16	3	-	-	-	48	-	-	-	-	-	-	-	48
Temporary Erosion Control Plans - Stage 1 (50 scale)	16	9	-	-	-	144	-	-	-	-	-	-	-	144
Temporary Erosion Control Details	24	2	-	-	-	48	-	-	-	-	-	-	-	48
subtotals		25				404								404
F. Structural Plans														
Retaining Wall TS24.16R, SB														
Wall Type Study			28	-	-	-	-	-	-	-	-	-	-	28
General Plan and Elevation	48	3	144	-	-	-	-	-	-	-	-	-	-	144
General Notes, Index and Bill of Materials	16	1	16	-	-	-	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	34	-	-	-	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	14	476	-	-	-	-	-	-	-	-	-	-	476
Wall Section and Details	34	2	68	-	-	-	-	-	-	-	-	-	-	68
Reinforcement Details	34	1	34	-	-	-	-	-	-	-	-	-	-	34
Drainage Details	16	1	16	-	-	-	-	-	-	-	-	-	-	16
Boring Logs	4	5	20	-	-	-	-	-	-	-	-	-	-	20

EXHIBIT F-2a
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES

CONTRACT I-17-4298
TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 26.4)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the **Advance Noise and Retaining Walls (MP 24.1 to 26.4)**. Construction of proposed noise walls (23 locations) and proposed retaining walls (14 locations) in advance of mainline construction packages. Work will include the box culvert extensions and repairs at Water Crossings 17, 18, 20 and 21).

Sheet Description	Advance Noise and Retaining Walls (MP 24.1 to MP 26.4)														Subtotal
	Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	
Retaining Wall TS24.45R, SB															
Wall Type Study			28	-	-	-	-	-	-	-	-	-	-	-	28
General Plan and Elevation	48	6	288	-	-	-	-	-	-	-	-	-	-	-	288
General Notes, Index and Bill of Materials	16	1	16	-	-	-	-	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	34	-	-	-	-	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	29	986	-	-	-	-	-	-	-	-	-	-	-	986
Wall Section and Details	34	2	68	-	-	-	-	-	-	-	-	-	-	-	68
Reinforcement Details	34	1	34	-	-	-	-	-	-	-	-	-	-	-	34
Drainage Details	16	1	16	-	-	-	-	-	-	-	-	-	-	-	16
Boring Logs	4	9	36	-	-	-	-	-	-	-	-	-	-	-	36
Retaining Wall TS24.96R, SB															
Wall Type Study			28	-	-	-	-	-	-	-	-	-	-	-	28
General Plan and Elevation	48	2	96	-	-	-	-	-	-	-	-	-	-	-	96
General Notes, Index and Bill of Materials	16	2	32	-	-	-	-	-	-	-	-	-	-	-	32
Substructure Layout and Limits of TERS	34	2	68	-	-	-	-	-	-	-	-	-	-	-	68
Wall Plan and Elevation	34	9	306	-	-	-	-	-	-	-	-	-	-	-	306
Wall Section and Details	34	3	102	-	-	-	-	-	-	-	-	-	-	-	102
Reinforcement Details	34	1	34	-	-	-	-	-	-	-	-	-	-	-	34
Drainage Details	16	1	16	-	-	-	-	-	-	-	-	-	-	-	16
Boring Logs	4	3	12	-	-	-	-	-	-	-	-	-	-	-	12
Retaining Wall TS25.32R, SB															
Wall Type Study			8	-	-	24	-	-	-	-	-	-	-	-	32
General Plan and Elevation	48	1	8	-	-	40	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	16	1	4	-	-	12	-	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	6	-	-	28	-	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	5	30	-	-	140	-	-	-	-	-	-	-	-	170
Wall Section and Details	34	1	6	-	-	28	-	-	-	-	-	-	-	-	34
Reinforcement Details	34	1	6	-	-	28	-	-	-	-	-	-	-	-	34
Drainage Details	16	1	16	-	-	16	-	-	-	-	-	-	-	-	16
Boring Logs	4	2	8	-	-	8	-	-	-	-	-	-	-	-	8
Retaining Wall TS25.39R, SB															
Wall Type Study			8	-	-	24	-	-	-	-	-	-	-	-	32
General Plan and Elevation	48	1	8	-	-	40	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	16	1	4	-	-	12	-	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	6	-	-	28	-	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	2	12	-	-	56	-	-	-	-	-	-	-	-	68
Wall Section and Details	34	1	6	-	-	28	-	-	-	-	-	-	-	-	34
Reinforcement Details	34	1	6	-	-	28	-	-	-	-	-	-	-	-	34
Drainage Details	16	1	16	-	-	16	-	-	-	-	-	-	-	-	16
Boring Logs	4	1	4	-	-	4	-	-	-	-	-	-	-	-	4
Retaining Wall TS25.64R, SB															
Wall Type Study			8	-	-	24	-	-	-	-	-	-	-	-	32
General Plan and Elevation	48	2	16	-	-	80	-	-	-	-	-	-	-	-	96
General Notes, Index and Bill of Materials	16	1	4	-	-	12	-	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	6	-	-	28	-	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	9	54	-	-	252	-	-	-	-	-	-	-	-	306
Wall Section and Details	34	1	6	-	-	28	-	-	-	-	-	-	-	-	34
Reinforcement Details	34	1	6	-	-	28	-	-	-	-	-	-	-	-	34
Drainage Details	16	1	16	-	-	16	-	-	-	-	-	-	-	-	16
Boring Logs	4	3	12	-	-	12	-	-	-	-	-	-	-	-	12
Retaining Wall TS25.88R, SB															
Wall Type Study			8	-	-	24	-	-	-	-	-	-	-	-	32
General Plan and Elevation	48	1	8	-	-	40	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	16	1	4	-	-	12	-	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	6	-	-	28	-	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	5	30	-	-	140	-	-	-	-	-	-	-	-	170
Wall Section and Details	34	1	6	-	-	28	-	-	-	-	-	-	-	-	34
Reinforcement Details	34	1	6	-	-	28	-	-	-	-	-	-	-	-	34
Drainage Details	16	1	16	-	-	16	-	-	-	-	-	-	-	-	16
Boring Logs	4	2	8	-	-	8	-	-	-	-	-	-	-	-	8

EXHIBIT F-2a
MANHOUR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES

CONTRACT I-17-4298
TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
I-55 RAMP (M.P. 24.1) TO OGDEN AVENUE (M.P. 26.4)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the **Advance Noise and Retaining Walls (MP 24.1 to 26.4)**. Construction of proposed noise walls (23 locations) and proposed retaining walls (14 locations) in advance of mainline construction packages. Work will include the box culvert extensions and repairs at Water Crossings 17, 18, 20 and 21).

Sheet Description	Advance Noise and Retaining Walls (MP 24.1 to MP 26.4)													Subtotal
	Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM Others	
Retaining Wall TS26.08R, SB														
Wall Type Study			8	-	-	24	-	-	-	-	-	-	-	32
General Plan and Elevation	48	3	24	-	-	120	-	-	-	-	-	-	-	144
General Notes, Index and Bill of Materials	16	1	4	-	-	12	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	6	-	-	28	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	16	96	-	-	448	-	-	-	-	-	-	-	544
Wall Section and Details	34	2	12	-	-	56	-	-	-	-	-	-	-	68
Reinforcement Details	34	1	6	-	-	28	-	-	-	-	-	-	-	34
Drainage Details	16	1	-	-	-	16	-	-	-	-	-	-	-	16
Boring Logs	4	5	-	-	-	20	-	-	-	-	-	-	-	20
Retaining Wall TS24.18R, NB														
Wall Type Study			28	-	-	-	-	-	-	-	-	-	-	28
General Plan and Elevation	48	2	96	-	-	-	-	-	-	-	-	-	-	96
General Notes, Index and Bill of Materials	16	1	16	-	-	-	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	34	-	-	-	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	6	204	-	-	-	-	-	-	-	-	-	-	204
Wall Section and Details	34	1	34	-	-	-	-	-	-	-	-	-	-	34
Reinforcement Details	34	1	34	-	-	-	-	-	-	-	-	-	-	34
Drainage Details	16	1	16	-	-	-	-	-	-	-	-	-	-	16
Boring Logs	4	2	8	-	-	-	-	-	-	-	-	-	-	8
Retaining Wall TS24.95R, NB														
Wall Type Study			28	-	-	-	-	-	-	-	-	-	-	28
General Plan and Elevation	48	2	96	-	-	-	-	-	-	-	-	-	-	96
General Notes, Index and Bill of Materials	16	1	16	-	-	-	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	34	-	-	-	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	9	306	-	-	-	-	-	-	-	-	-	-	306
Wall Section and Details	34	2	68	-	-	-	-	-	-	-	-	-	-	68
Reinforcement Details	34	1	34	-	-	-	-	-	-	-	-	-	-	34
Drainage Details	16	1	16	-	-	-	-	-	-	-	-	-	-	16
Boring Logs	4	3	12	-	-	-	-	-	-	-	-	-	-	12
Retaining Wall TS25.25R, NB														
Wall Type Study			8	-	-	24	-	-	-	-	-	-	-	32
General Plan and Elevation	48	2	16	-	-	80	-	-	-	-	-	-	-	96
General Notes, Index and Bill of Materials	16	1	4	-	-	12	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	6	-	-	28	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	6	36	-	-	168	-	-	-	-	-	-	-	204
Wall Section and Details	34	1	6	-	-	28	-	-	-	-	-	-	-	34
Reinforcement Details	34	1	6	-	-	28	-	-	-	-	-	-	-	34
Drainage Details	16	1	-	-	-	16	-	-	-	-	-	-	-	16
Boring Logs	4	2	-	-	-	8	-	-	-	-	-	-	-	8
Retaining Wall TS25.35R, NB														
Wall Type Study			8	-	-	24	-	-	-	-	-	-	-	32
General Plan and Elevation	48	1	8	-	-	40	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	16	1	4	-	-	12	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	6	-	-	28	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	5	30	-	-	140	-	-	-	-	-	-	-	170
Wall Section and Details	34	1	6	-	-	28	-	-	-	-	-	-	-	34
Reinforcement Details	34	1	6	-	-	28	-	-	-	-	-	-	-	34
Drainage Details	16	1	-	-	-	16	-	-	-	-	-	-	-	16
Boring Logs	4	2	-	-	-	8	-	-	-	-	-	-	-	8
Retaining Wall TS25.51R, NB														
Wall Type Study			64	-	-	-	-	-	-	-	-	-	-	64
General Plan and Elevation	48	9	432	-	-	-	-	-	-	-	-	-	-	432
General Notes, Index and Bill of Materials	16	1	16	-	-	-	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	34	-	-	-	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	48	1,632	-	-	-	-	-	-	-	-	-	-	1,632
Wall Section and Details	34	3	102	-	-	-	-	-	-	-	-	-	-	102
Reinforcement Details	34	1	34	-	-	-	-	-	-	-	-	-	-	34
Drainage Details	16	1	16	-	-	-	-	-	-	-	-	-	-	16
Boring Logs	4	15	60	-	-	-	-	-	-	-	-	-	-	60

EXHIBIT F-2a
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES

CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 26.4)

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			TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM		Others
Noise Abatement Wall PR-TS24.10N, SB															
General Plan and Elevation	48	1	-	-	48	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	2	-	-	8	-	-	-	-	-	-	-	-	-	8
Noise Abatement Wall PR-TS24.15N, SB															
General Plan and Elevation	48	2	-	-	96	-	-	-	-	-	-	-	-	-	96
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Noise Abatement Wall PR-TS24.39N, SB															
General Plan and Elevation	48	1	-	-	48	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	1	-	-	4	-	-	-	-	-	-	-	-	-	4
Noise Abatement Wall PR-TS24.40N, SB															
General Plan and Elevation	48	1	-	-	48	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	1	-	-	4	-	-	-	-	-	-	-	-	-	4
Noise Abatement Wall PR-TS24.45N, SB															
General Plan and Elevation	48	3	-	-	144	-	-	-	-	-	-	-	-	-	144
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Noise Abatement Wall PR-TS24.90N, SB															
General Plan and Elevation	48	2	-	-	96	-	-	-	-	-	-	-	-	-	96
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	1	-	-	4	-	-	-	-	-	-	-	-	-	4
Noise Abatement Wall PR-TS25.15N, SB															
General Plan and Elevation	48	1	-	-	48	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	5	-	-	20	-	-	-	-	-	-	-	-	-	20
Noise Abatement Wall PR-TS25.40N, SB															
General Plan and Elevation	48	1	-	-	48	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Noise Abatement Wall PR-TS25.45N, SB															
General Plan and Elevation	48	1	-	-	48	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	4	-	-	16	-	-	-	-	-	-	-	-	-	16
Noise Abatement Wall PR-TS25.65N, SB															
General Plan and Elevation	48	1	-	-	48	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Noise Abatement Wall PR-TS25.80N, SB															
General Plan and Elevation	48	1	-	-	48	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	2	-	-	8	-	-	-	-	-	-	-	-	-	8
Noise Abatement Wall PR-TS25.90N, SB															
General Plan and Elevation	48	1	-	-	48	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Noise Abatement Wall PR-TS25.95N, SB															
General Plan and Elevation	48	1	-	-	48	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	2	-	-	8	-	-	-	-	-	-	-	-	-	8
Noise Abatement Wall PR-TS26.10N, SB															
General Plan and Elevation	48	2	-	-	96	-	-	-	-	-	-	-	-	-	96
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Noise Abatement Wall PR-TS26.35N, SB															
General Plan and Elevation	48	1	-	-	48	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	2	-	-	8	-	-	-	-	-	-	-	-	-	8
Noise Abatement Wall PR-TS23.35N, NB															
General Plan and Elevation	48	2	-	-	96	-	-	-	-	-	-	-	-	-	96
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	4	-	-	16	-	-	-	-	-	-	-	-	-	16

EXHIBIT F-2a
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES

CONTRACT I-17-4298
TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 26.4)

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Sheet Description	Advance Noise and Retaining Walls (MP 24.1 to MP 26.4)														Subtotal
	Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	
Noise Abatement Wall PR-TS24.40N, NB															
General Plan and Elevation	48	1	-	-	48	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	1	-	-	4	-	-	-	-	-	-	-	-	-	4
Noise Abatement Wall PR-TS24.44N, NB															
General Plan and Elevation	48	1	-	-	48	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	2	-	-	8	-	-	-	-	-	-	-	-	-	8
Noise Abatement Wall PR-TS24.45N, NB															
General Plan and Elevation	48	3	-	-	144	-	-	-	-	-	-	-	-	-	144
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	8	-	-	32	-	-	-	-	-	-	-	-	-	32
Noise Abatement Wall PR-TS25.15N, NB															
General Plan and Elevation	48	2	-	-	96	-	-	-	-	-	-	-	-	-	96
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	4	-	-	16	-	-	-	-	-	-	-	-	-	16
Noise Abatement Wall PR-TS25.35N, NB															
General Plan and Elevation	48	1	-	-	48	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Noise Abatement Wall PR-TS25.45N, NB															
General Plan and Elevation	48	1	-	-	48	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	2	-	-	8	-	-	-	-	-	-	-	-	-	8
Noise Abatement Wall PR-TS25.50N, NB															
General Plan and Elevation	48	5	-	-	240	-	-	-	-	-	-	-	-	-	240
General Notes, Index and Bill of Materials	26	1	-	-	26	-	-	-	-	-	-	-	-	-	26
General Noise Wall Details and Supplemental Section Views	28	7	-	-	196	-	-	-	-	-	-	-	-	-	196
Culvert 247C Water Crossing 17															
Design			-	-				48							48
General Plan and Elevation	44	2	-	-				88							88
General Notes, Index and Bill of Materials	14	1	-	-				14							14
Construction Staging	30	1	-	-				30							30
Repairs and Reinforcement Plan and Elevation	30	2	-	-				60							60
Reinforcement Details	44	2	-	-				88							88
Temporary Sheets, Misc Details	24	1	-	-				24							24
Boring Logs	6	1	-	-				6							6
Culvert 249C Water Crossing 18															
Design			-	-	60	-	-								60
General Plan and Elevation	44	2	-	-	88	-	-								88
General Notes, Index and Bill of Materials	14	1	-	-	14	-	-								14
Construction Staging	30	2	-	-	60	-	-								60
Repairs and Reinforcement Plan and Elevation	30	2	-	-	60	-	-								60
Reinforcement Details	44	3	-	-	132	-	-								132
Temporary Sheets, Misc Details	24	2	-	-	48	-	-								48
Boring Logs	6	1	-	-	6	-	-								6
Culvert at Water Crossing 20															
Design			-	-	60	-	-								60
General Plan and Elevation	44	1	-	-	44	-	-								44
General Notes, Index and Bill of Materials	14	1	-	-	14	-	-								14
Repairs, Wingwall and Gabion Details	35	5	-	-	175	-	-								175
Temporary Sheets, Misc Details	24	2	-	-	48	-	-								48
Boring Logs	6	1	-	-	6	-	-								6

EXHIBIT F-2a
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES

CONTRACT I-17-4298
TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 26.4)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the **Advance Noise and Retaining Walls (MP 24.1 to 26.4)**. Construction of proposed noise walls (23 locations) and proposed retaining walls (14 locations) in advance of mainline construction packages. Work will include the box culvert extensions and repairs at Water Crossings 17, 18, 20 and 21).

Sheet Description	Advance Noise and Retaining Walls (MP 24.1 to MP 26.4)														Subtotal
	Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	
Culvert at Water Crossing 21															
Design						48									48
General Plan and Elevation	44	1	-	-	-	44	-	-	-	-	-	-	-	-	44
General Notes, Index and Bill of Materials	14	1	-	-	-	14	-	-	-	-	-	-	-	-	14
Construction Staging	32	1	-	-	-	32	-	-	-	-	-	-	-	-	32
Repairs and Reinforcement Plan and Elevation	30	3	-	-	-	90	-	-	-	-	-	-	-	-	90
Reinforcement Details	44	2	-	-	-	88	-	-	-	-	-	-	-	-	88
Temporary Sheets, Misc Details	24	1	-	-	-	24	-	-	-	-	-	-	-	-	24
Boring Logs	6	1	-	-	-	6	-	-	-	-	-	-	-	-	6
subtotals		477	7,098			3,501	3,178	358							14,135
G. Cross Sections															
	Hrs/xs	xs													
Cross Sections at 100 ft intervals	4	121	484	-	-	-	-	-	-	-	-	-	-	-	484
Cross Culverts and Critical Sections (20 xs)	4	20	80	-	-	-	-	-	-	-	-	-	-	-	80
Update Earthwork Management Plan at 60% & 95% design (@32 hrs/submittal)			64	-	-	-	-	-	-	-	-	-	-	-	64
subtotals		141	628												628
H. Contract Documents															
<u>Design Deviations and Corridor Criteria Exceptions</u>															
Identify, prepare and process Design Deviations															
Identify and justify Corridor Criteria Exceptions															
<u>Specifications</u>															
60% Submittal															
90% Submittal															
100% Submittal															
<u>Design Calculations</u>															
Barrier Warrant Analysis															
Drainage Calculations (1.3 miles at 115 hrs/mile)															
<u>Quantity Calculations</u>															
Civil, Drainage, MOT															
<u>Construction Cost Estimates</u>															
60% Submittal															
90% Submittal															
100% Submittal															
<u>Project Schedules</u>															
Design Scheduling															
subtotals			1,074												1,074
I. 3-D Modeling															
3D modeling for Civil, Drainage and Utilities															
subtotals			340												340
J. ESIS Part II and INVEST															
Prepare single Design Section ESIS Part II during 60% PS&E															
Update and submit ESIS Part II at 95% PS&E															
Incorporate 30% PINS and sustainable practices into 60%															
Develop and submit 60% PINS based on 30% DSE PINS															
Incorporate 60% PINS and sustainable practices into 95%															
Sustainability workshop during 95% PS&E															
Develop and submit 95% PINS based on 60% DSE PINS															
subtotals			52												52
K. Bid Phase Support															
Prepare Contract Addenda (assume 2 addenda/contract @24 hrs/addendum)															
Preconstruction Bid Meeting Support															
Assist in preparing responses to bidder questions															
Construction Bid review support															
Analysis of Contractor Bids															
subtotals			152												152

EXHIBIT F-2a
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES

CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 26.4)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the **Advance Noise and Retaining Walls (MP 24.1 to 26.4)**. Construction of proposed noise walls (23 locations) and proposed retaining walls (14 locations) in advance of mainline construction packages. Work will include the box culvert extensions and repairs at Water Crossings 17, 18, 20 and 21).

Sheet Description	Hrs/Sht	Sheets	Advance Noise and Retaining Walls (MP 24.1 to MP 26.4)												Subtotal	
			TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others		
L. VMS and Constructability Review																
Participate in 60% VMS Workshop led by DCM																
Prepare exhibits, plans and presentation																
Attend VMS																
Evaluate VMS Ideas																
Constructability Review (1 people x 40 hours per submittal)																
60% Submittal								40								40
95% Submittal								40								40
Prepare Constructability Review Report								60								60
subtotals								140								140

Manhour Summary

	Advance Noise and Retaining Walls (MP 24.1 to MP 26.4)														
	MH Total	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	Subtotal
GRAND TOTALS															
A. General Sheets	668	25	668	-	-	-	-	-	-	-	-	-	-	-	668
B. Maintenance of Traffic Plans	444	17	-	-	-	444	-	-	-	-	-	-	-	-	444
C. Civil Plans	472	28	400	-	-	-	-	-	-	-	72	-	-	-	472
D. Drainage and Utility Plans	1,532	63	588	-	-	-	408	-	-	96	-	-	440	-	1,532
Landscaping, Erosion Control, Pavement Marking, Signing and															
E. Lighting Plans	404	25	-	-	-	404	-	-	-	-	-	-	-	-	404
F. Structural Plans	14,135	477	7,098	-	3,501	3,178	358	-	-	-	-	-	-	-	14,135
G. Cross Sections	628	141	628	-	-	-	-	-	-	-	-	-	-	-	628
H. Contract Documents	1,074		1,074	-	-	-	-	-	-	-	-	-	-	-	1,074
I. 3-D Modeling	340		340	-	-	-	-	-	-	-	-	-	-	-	340
J. ESIS Part II and INVEST	52		52	-	-	-	-	-	-	-	-	-	-	-	52
K. Bid Phase Support	152		152	-	-	-	-	-	-	-	-	-	-	-	152
L. VMS and Constructability Review	140		-	-	-	-	140	-	-	-	-	-	-	-	140
TOTALS	20,041	776	11,000	-	3,501	4,026	906	-	-	96	72	-	440	-	20,041

EXHIBIT F-2b
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES
 CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the **Advance Noise and Retaining Walls (MP 26.4 to MP 27.8)**. Construction of proposed noise walls (11 locations) and proposed retaining walls (9 locations) in advance of mainline construction packages. Work will include the box culvert extension at MP 26.7 (WC 23).

Sheet Description	Advance Noise and Retaining Walls (MP 26.4 to MP 27.8)													Subtotal	
	Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM		Others
A. General Sheets															
Title Sheet	8	1	-	8	-	-	-	-	-	-	-	-	-	-	8
Index of Drawings	12	1	-	12	-	-	-	-	-	-	-	-	-	-	12
General Notes	16	1	-	16	-	-	-	-	-	-	-	-	-	-	16
Progress Schedule	32	1	-	32	-	-	-	-	-	-	-	-	-	-	32
Summary of Quantities	24	5	-	120	-	-	-	-	-	-	-	-	-	-	120
Schedule of Quantities	24	3	-	72	-	-	-	-	-	-	-	-	-	-	72
Earthwork Summary	32	1	-	32	-	-	-	-	-	-	-	-	-	-	32
Alignment, Ties and Benchmarks (100 scale)	16	3	-	48	-	-	-	-	-	-	-	-	-	-	48
Existing and Proposed Typical Sections	48	5	-	240	-	-	-	-	-	-	-	-	-	-	240
IDOT Standards and Details	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
subtotals		21		580											580
B. Maintenance of Traffic Plans															
General Notes	16	1	-	4	12	-	-	-	-	-	-	-	-	-	16
Construction Staging Notes	28	1	-	4	24	-	-	-	-	-	-	-	-	-	28
Typical Sections - Stage 1	24	3	-	24	48	-	-	-	-	-	-	-	-	-	72
MOT Details	36	2	-	12	64	-	-	-	-	-	-	-	-	-	76
Temporary Informational Signing Details	20	1	-	4	16	-	-	-	-	-	-	-	-	-	20
MOT Plans - Stage 1 (50 scale)	24	6	-	24	120	-	-	-	-	-	-	-	-	-	144
subtotals		14		72	284										356
C. Civil Plans															
Removal and Existing Conditions Plans	16	6	-	48	-	-	-	-	-	-	48	-	-	-	96
Roadway Plans (50 scale)	24	6	-	144	-	-	-	-	-	-	-	-	-	-	144
Roadway Profiles (50 scale)	8	6	-	48	-	-	-	-	-	-	-	-	-	-	48
Construction Details	40	1	-	40	-	-	-	-	-	-	-	-	-	-	40
Grading Plans (at Bridge Cones)	36	-	-	-	-	-	-	-	-	-	-	-	-	-	-
subtotals		19		280							48				328
D. Drainage and Utility Plans															
Drainage Plans (50 scale)	24	6	24	-	-	-	-	120	-	-	-	-	-	-	144
Drainage Profiles (50 scale) - separate NB and SB profiles	16	12	24	-	-	-	-	168	-	-	-	-	-	-	192
Drainage Schedules	24	6	24	-	-	-	-	120	-	-	-	-	-	-	144
Drainage Details	36	3	12	-	-	-	-	96	-	-	-	-	-	-	108
Junction Chambers (4 locations)	48	4	192	-	-	-	-	-	-	-	-	-	-	-	192
Fiber Optic Duct Bank Plans (50 scale)	40	6	-	-	-	-	-	-	-	-	-	-	240	-	240
Fiber Optic Duct Bank Details	40	2	-	-	-	-	-	-	-	-	-	-	80	-	80
Utility Matrix	24	1	-	-	-	-	-	-	-	24	-	-	-	-	24
Utility Plans (50 scale)	8	6	-	-	-	-	-	-	-	48	-	-	-	-	48
subtotals		46	276					504		72			320		1,172
Landscaping, Erosion Control, Pavement Marking, Signing and Lighting Plans															
Permanent Erosion Control and Fencing Plans (50 scale)	12	6	-	-	-	-	-	-	72	-	-	-	-	-	72
Temporary Erosion Control Schedules	32	1	-	-	-	-	-	-	32	-	-	-	-	-	32
Temporary Erosion Control - Sequence of Operations and Notes	24	1	-	-	-	-	-	-	24	-	-	-	-	-	24
Temporary Erosion Control Plans - General Overview	16	2	-	-	-	-	-	-	32	-	-	-	-	-	32
Temporary Erosion Control Plans - Stage 1 (50 scale)	16	6	-	-	-	-	-	-	96	-	-	-	-	-	96
Temporary Erosion Control Details	24	2	-	-	-	-	-	-	48	-	-	-	-	-	48
subtotals		18							304						304
F. Structural Plans															
Retaining Wall TS26.66R, SB															
Wall Type Study				64	-	-	-	-	-	-	-	-	-	-	64
General Plan and Elevation	48	3	-	144	-	-	-	-	-	-	-	-	-	-	144
General Notes, Index and Bill of Materials	16	1	-	16	-	-	-	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	-	34	-	-	-	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	14	-	476	-	-	-	-	-	-	-	-	-	-	476
Wall Section and Details	34	2	-	68	-	-	-	-	-	-	-	-	-	-	68
Reinforcement Details	34	1	-	34	-	-	-	-	-	-	-	-	-	-	34
Drainage Details	16	1	-	16	-	-	-	-	-	-	-	-	-	-	16
Boring Logs	4	5	-	-	-	-	-	-	-	-	20	-	-	-	20

EXHIBIT F-2b
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES
 CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the **Advance Noise and Retaining Walls (MP 26.4 to MP 27.8)**. Construction of proposed noise walls (11 locations) and proposed retaining walls (9 locations) in advance of mainline construction packages. Work will include the box culvert extension at MP 26.7 (WC 23).

Sheet Description	Advance Noise and Retaining Walls (MP 26.4 to MP 27.8)														Subtotal
	Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	
Retaining Wall TS27.00R, SB															
Wall Type Study				32	-	-	-	-	-	-	-	-	-	-	32
General Plan and Elevation	48	4	-	192	-	-	-	-	-	-	-	-	-	-	192
General Notes, Index and Bill of Materials	16	1	-	16	-	-	-	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	-	34	-	-	-	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	18	-	612	-	-	-	-	-	-	-	-	-	-	612
Wall Section and Details	34	2	-	68	-	-	-	-	-	-	-	-	-	-	68
Reinforcement Details	34	1	-	34	-	-	-	-	-	-	-	-	-	-	34
Drainage Details	16	1	-	16	-	-	-	-	-	-	-	-	-	-	16
Boring Logs	4	6	-	-	-	-	-	-	-	-	24	-	-	-	24
Retaining Wall TS27.40R, SB															
Wall Type Study				8	24	-	-	-	-	-	-	-	-	-	32
General Plan and Elevation	48	1	-	8	40	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	16	1	-	4	12	-	-	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	3	-	18	84	-	-	-	-	-	-	-	-	-	102
Wall Section and Details	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Reinforcement Details	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Drainage Details	16	1	-	8	16	-	-	-	-	-	-	-	-	-	24
Retaining Wall TS27.64R, SB															
Wall Type Study				8	24	-	-	-	-	-	-	-	-	-	32
General Plan and Elevation	48	1	-	8	40	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	16	1	-	4	12	-	-	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	6	-	36	168	-	-	-	-	-	-	-	-	-	204
Wall Section and Details	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Reinforcement Details	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Drainage Details	16	1	-	8	16	-	-	-	-	-	-	-	-	-	24
Boring Logs	4	2	-	-	-	-	-	-	-	-	8	-	-	-	8
Retaining Wall TS26.55R, NB															
Wall Type Study				8	24	-	-	-	-	-	-	-	-	-	32
General Plan and Elevation	48	1	-	8	40	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	16	1	-	4	12	-	-	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	5	-	30	140	-	-	-	-	-	-	-	-	-	170
Wall Section and Details	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Reinforcement Details	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Drainage Details	16	1	-	8	16	-	-	-	-	-	-	-	-	-	24
Boring Logs	4	2	-	-	-	-	-	-	-	-	8	-	-	-	8
Retaining Wall TS26.79R, NB															
Wall Type Study				8	24	-	-	-	-	-	-	-	-	-	32
General Plan and Elevation	48	1	-	8	40	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	16	1	-	4	12	-	-	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	5	-	30	140	-	-	-	-	-	-	-	-	-	170
Wall Section and Details	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Reinforcement Details	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Drainage Details	16	1	-	8	16	-	-	-	-	-	-	-	-	-	24
Boring Logs	4	2	-	-	-	-	-	-	-	-	8	-	-	-	8
Retaining Wall TS27.28R, NB															
Wall Type Study				8	24	-	-	-	-	-	-	-	-	-	32
General Plan and Elevation	48	1	-	8	40	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	16	1	-	4	12	-	-	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	3	-	18	84	-	-	-	-	-	-	-	-	-	102
Wall Section and Details	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Reinforcement Details	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Drainage Details	16	1	-	8	16	-	-	-	-	-	-	-	-	-	24
Boring Logs	4	1	-	-	-	-	-	-	-	-	4	-	-	-	4

EXHIBIT F-2b
 MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES

CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the **Advance Noise and Retaining Walls (MP 26.4 to MP 27.8)**. Construction of proposed noise walls (11 locations) and proposed retaining walls (9 locations) in advance of mainline construction packages. Work will include the box culvert extension at MP 26.7 (WC 23).

Sheet Description	Advance Noise and Retaining Walls (MP 26.4 to MP 27.8)													Subtotal	
	Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM		Others
Retaining Wall TS27.45R, NB															
General Plan and Elevation	48	1	-	8	40	-	-	-	-	-	-	-	-	-	48
General Notes, Index and Bill of Materials	16	1	-	4	12	-	-	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Wall Section and Details	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Reinforcement Details	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Drainage Details	16	1	-	8	16	-	-	-	-	-	-	-	-	-	24
Retaining Wall TS27.50R, NB															
General Plan and Elevation	48	4	-	32	160	-	-	-	-	-	-	-	-	-	192
General Notes, Index and Bill of Materials	16	1	-	4	12	-	-	-	-	-	-	-	-	-	16
Substructure Layout and Limits of TERS	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Wall Plan and Elevation	34	11	-	66	308	-	-	-	-	-	-	-	-	-	374
Wall Section and Details	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Reinforcement Details	34	1	-	6	28	-	-	-	-	-	-	-	-	-	34
Drainage Details	16	1	-	8	16	-	-	-	-	-	-	-	-	-	24
Noise Abatement Wall PR-TS26.65N, SB															
General Plan and Elevation	48	2	-	48	-	-	-	-	-	-	48	-	-	-	96
General Notes, Index and Bill of Materials	26	1	-	26	-	-	-	-	-	-	-	-	-	-	26
Noise Abatement Wall PR-TS26.90N, SB															
General Plan and Elevation	48	1	-	24	-	-	-	-	-	-	24	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	26	-	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	2	-	-	-	-	-	-	-	-	8	-	-	-	8
Noise Abatement Wall PR-TS27.00N, SB															
General Plan and Elevation	48	2	-	48	-	-	-	-	-	-	48	-	-	-	96
General Notes, Index and Bill of Materials	26	1	-	26	-	-	-	-	-	-	-	-	-	-	26
Noise Abatement Wall PR-TS27.30N, SB															
General Plan and Elevation	48	1	-	24	-	-	-	-	-	-	24	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	26	-	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	2	-	-	-	-	-	-	-	-	8	-	-	-	8
Noise Abatement Wall PR-TS26.75N, NB															
General Plan and Elevation	48	1	-	24	-	-	-	-	-	-	24	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	26	-	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	2	-	-	-	-	-	-	-	-	8	-	-	-	8
Noise Abatement Wall PR-TS26.80N, NB															
General Plan and Elevation	48	1	-	24	-	-	-	-	-	-	24	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	26	-	-	-	-	-	-	-	-	-	-	26
Noise Abatement Wall PR-TS26.85N, NB															
General Plan and Elevation	48	1	-	24	-	-	-	-	-	-	24	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	26	-	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	3	-	-	-	-	-	-	-	-	12	-	-	-	12
Noise Abatement Wall PR-TS27.15N, NB															
General Plan and Elevation	48	1	-	24	-	-	-	-	-	-	24	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	26	-	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	2	-	-	-	-	-	-	-	-	8	-	-	-	8
Noise Abatement Wall PR-TS27.20N, NB															
General Plan and Elevation	48	1	-	24	-	-	-	-	-	-	24	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	26	-	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	2	-	-	-	-	-	-	-	-	8	-	-	-	8
Noise Abatement Wall PR-TS27.30N, NB															
General Plan and Elevation	48	1	-	24	-	-	-	-	-	-	24	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	26	-	-	-	-	-	-	-	-	-	-	26
Noise Abatement Wall PR-TS27.32N, NB															
General Plan and Elevation	48	1	-	24	-	-	-	-	-	-	24	-	-	-	48
General Notes, Index and Bill of Materials	26	1	-	26	-	-	-	-	-	-	-	-	-	-	26
Boring Logs	4	3	-	-	-	-	-	-	-	-	12	-	-	-	12
General Noise Wall Details and Supplemental Section Views	28	7	-	196	-	-	-	-	-	-	-	-	-	-	196

EXHIBIT F-2b
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES

CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the **Advance Noise and Retaining Walls (MP 26.4 to MP 27.8)**. Construction of proposed noise walls (11 locations) and proposed retaining walls (9 locations) in advance of mainline construction packages. Work will include the box culvert extension at MP 26.7 (WC 23).

Sheet Description	Advance Noise and Retaining Walls (MP 26.4 to MP 27.8)													Subtotal	
	Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM		Others
Culvert at Water Crossing 23															
Design					60										60
General Plan and Elevation	44	1			44										44
General Notes, Index and Bill of Materials	18	1			18										18
Construction Staging	36	1			36										36
Reinforcement Plan and Elevation	34	3			102										102
Reinforcement Details	44	3			132										132
Temporary Sheets, Misc Details	26	1			26										26
Boring Logs	6	1			6										6
subtotals		206		3,184	2,680							448			6,312
G. Cross Sections															
		Hrs/xs													
Cross Sections at 100 ft intervals	4	xs	74		296										296
Cross Culverts and Critical Sections (20 xs)	4		20		80										80
Update Earthwork Management Plan at 60% & 95% design (@32 hrs/submittal)					64										64
subtotals			94		440										440
H. Contract Documents															
Design Deviations and Corridor Criteria Exceptions															
Identify, prepare and process Design Deviations															
Identify and justify Corridor Criteria Exceptions															
Specifications															
60% Submittal				160											160
90% Submittal				120											120
100% Submittal				60											60
Design Calculations															
Barrier Warrant Analysis															
Drainage Calculations (1.4 miles at 115 hrs/mile)								161							161
Quantity Calculations															
Civil, Drainage, MOT				240				72							312
Construction Cost Estimates															
60% Submittal			120												120
90% Submittal			100												100
100% Submittal			40												40
Project Schedules															
Design Scheduling			24												24
subtotals			284		580			233							1,097
I. 3-D Modeling															
3D Modeling for Civil, Drainage and Utilities					300										300
subtotals					300										300
J. ESIS Part II and INVEST															
Prepare single Design Section ESIS Part II during 60% PS&E															
Update and submit ESIS Part II at 95% PS&E															
Incorporate 30% PINS and sustainable practices into 60%			24												24
Develop and submit 60% PINS based on 30% DSE PINS			8												8
Incorporate 60% PINS and sustainable practices into 95%			8												8
Sustainability workshop during 95% PS&E			8												8
Develop and submit 95% PINS based on 60% DSE PINS			4												4
subtotals			52												52
K. Bid Phase Support															
Prepare Contract Addenda (assume 2 addenda/contract @24 hrs/addendum)				40											40
Preconstruction Bid Meeting Support				32											32
Assist in preparing responses to bidder questions				32											32
Construction Bid review support				24											24
Analysis of Contractor Bids				24											24
subtotals				152											152

EXHIBIT F-2b
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES
 CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the **Advance Noise and Retaining Walls (MP 26.4 to MP 27.8)**. Construction of proposed noise walls (11 locations) and proposed retaining walls (9 locations) in advance of mainline construction packages. Work will include the box culvert extension at MP 26.7 (WC 23).

Sheet Description	Advance Noise and Retaining Walls (MP 26.4 to MP 27.8)														Subtotal	
	Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others		
L. VMS and Constructability Review																
Participate in 60% VMS Workshop led by DCM																
Prepare exhibits, plans and presentation																
Attend VMS																
Evaluate VMS Ideas																
Constructability Review (1 people x 40 hours per submittal)																
60% Submittal								40								40
95% Submittal								40								40
Prepare Constructability Review Report								60								60
<i>subtotals</i>								140								140

Manhour Summary

GRAND TOTALS	Advance Noise and Retaining Walls (MP 24.1 to MP 26.4)														Subtotal	
	MH Total	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others		
A. General Sheets	580	21	-	580	-	-	-	-	-	-	-	-	-	-	-	580
B. Maintenance of Traffic Plans	356	14	-	72	284	-	-	-	-	-	-	-	-	-	-	356
C. Civil Plans	328	19	-	280	-	-	-	-	-	-	48	-	-	-	-	328
D. Drainage and Utility Plans	1,172	46	276	-	-	-	-	504	-	72	-	-	320	-	-	1,172
Landscaping, Erosion Control, Pavement Marking, Signing and																
E. Lighting Plans	304	18	-	-	-	-	-	-	304	-	-	-	-	-	-	304
F. Structural Plans	6,312	206	-	3,184	2,680	-	-	-	-	-	448	-	-	-	-	6,312
G. Cross Sections	440	94	-	440	-	-	-	-	-	-	-	-	-	-	-	440
H. Contract Documents	1,097		284	580	-	-	-	233	-	-	-	-	-	-	-	1,097
I. 3-D Modeling	300		-	300	-	-	-	-	-	-	-	-	-	-	-	300
J. ESIS Part II and INVEST	52		52	-	-	-	-	-	-	-	-	-	-	-	-	52
K. Bid Phase Support	152		-	152	-	-	-	-	-	-	-	-	-	-	-	152
L. VMS and Constructability Review	140		-	-	-	-	140	-	-	-	-	-	-	-	-	140
TOTALS	11,233	418	612	5,588	2,964	-	140	737	304	72	496	-	320	-	-	11,233

EXHIBIT F-2c
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES

CONTRACT I-17-4298
TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the mainline reconstruction and widening for the section of I-294 between **I-55 Ramps (MP 24.1) and the Hinsdale Oasis (MP 25.0)**.

Sheet Description	I-294 between I-55 Ramps (MP 24.1) and the Hinsdale Oasis (MP 25.0)														Subtotal
	Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	
A. General Sheets															
Title Sheet	8	1	8	-	-	-	-	-	-	-	-	-	-	-	8
Index of Drawings	12	1	12	-	-	-	-	-	-	-	-	-	-	-	12
General Notes	16	1	16	-	-	-	-	-	-	-	-	-	-	-	16
Progress Schedule	32	1	32	-	-	-	-	-	-	-	-	-	-	-	32
Summary of Quantities (assume 300 Q's @ 50 Q's /sht)	32	6	192	-	-	-	-	-	-	-	-	-	-	-	192
Schedule of Quantities	24	30	720	-	-	-	-	-	-	-	-	-	-	-	720
Earthwork Summary	48	1	48	-	-	-	-	-	-	-	-	-	-	-	48
Alignment, Ties and Benchmarks (100 scale)	16	2	32	-	-	-	-	-	-	-	-	-	-	-	32
Existing Typical Sections	24	5	120	-	-	-	-	-	-	-	-	-	-	-	120
Proposed Typical Sections - Mainline	40	5	200	-	-	-	-	-	-	-	-	-	-	-	200
Proposed Typical Sections - Ramps A & B	40	2	80	-	-	-	-	-	-	-	-	-	-	-	80
Proposed Typical Section - Details	40	4	160	-	-	-	-	-	-	-	-	-	-	-	160
IDOT Standards and Details	2	60	120	-	-	-	-	-	-	-	-	-	-	-	120
subtotals		119	1,740												1,740
B. Maintenance of Traffic Plans															
General Notes	16	1	-	-	-	-	16	-	-	-	-	-	-	-	16
Construction Staging Notes	48	1	-	-	-	-	48	-	-	-	-	-	-	-	48
Typical Sections - Prestage	24	1	-	-	-	-	24	-	-	-	-	-	-	-	24
Typical Sections - Stage 1	24	3	-	-	-	-	72	-	-	-	-	-	-	-	72
Typical Sections - Stage 2	24	3	-	-	-	-	72	-	-	-	-	-	-	-	72
Typical Sections - Stage 3	24	3	-	-	-	-	72	-	-	-	-	-	-	-	72
Typical Sections - Stage 4	24	3	-	-	-	-	72	-	-	-	-	-	-	-	72
Typical Sections - Stage 5	24	3	-	-	-	-	72	-	-	-	-	-	-	-	72
Temporary Pavement Details	36	2	-	-	-	-	72	-	-	-	-	-	-	-	72
Emergency Pull-over Details	28	2	-	-	-	-	56	-	-	-	-	-	-	-	56
Temporary Informational Signing Details	20	8	-	-	-	-	160	-	-	-	-	-	-	-	160
MOT Plans - Prestage (50 scale)	24	8	-	-	-	-	192	-	-	-	-	-	-	-	192
MOT Plans - Stage 1 (50 scale)	24	4	-	-	-	-	96	-	-	-	-	-	-	-	96
MOT Plans - Stage 2 (50 scale)	24	4	-	-	-	-	96	-	-	-	-	-	-	-	96
MOT Plans - Stage 3 (50 scale)	24	4	-	-	-	-	96	-	-	-	-	-	-	-	96
MOT Plans - Stage 4 (50 scale)	24	4	-	-	-	-	96	-	-	-	-	-	-	-	96
MOT Plans - Stage 5 (50 scale)	24	4	-	-	-	-	96	-	-	-	-	-	-	-	96
subtotals		58					1,408								1,408
C. Civil Plans															
Removal and Existing Conditions Plans (50 scale)	36	4	72	-	-	-	-	-	-	-	72	-	-	-	144
Roadway & Ramp Plans (50 scale)	48	10	480	-	-	-	-	-	-	-	-	-	-	-	480
Roadway & Ramp Profiles (50 scale)	16	10	160	-	-	-	-	-	-	-	-	-	-	-	160
Construction Details	40	15	600	-	-	-	-	-	-	-	-	-	-	-	600
Pavement Elevation and Jointing Plans (20 scale)	16	8	128	-	-	-	-	-	-	-	-	-	-	-	128
Open Detention Grading Plans (2 locations) (20 scale)	64	2	128	-	-	-	-	-	-	-	-	-	-	-	128
Grading Plans (at Bridge Cones) - Mainline Rd	48	2	96	-	-	-	-	-	-	-	-	-	-	-	96
subtotals		51	1,664								72				1,736
D. Drainage and Utility Plans															
Drainage Plans (50 scale)	48	8	-	-	-	-	384	-	-	-	-	-	-	-	384
Drainage Profiles	24	8	-	-	-	-	192	-	-	-	-	-	-	-	192
Drainage Schedules	24	10	-	-	-	-	240	-	-	-	-	-	-	-	240
Drainage Details	36	8	-	-	-	-	288	-	-	-	-	-	-	-	288
Junction Chambers (4 locations)	48	4	-	-	-	-	192	-	-	-	-	-	-	-	192
Subsurface Drainage Plans	24	8	-	-	-	-	192	-	-	-	-	-	-	-	192
Temporary Drainage Plans	24	8	-	-	-	-	192	-	-	-	-	-	-	-	192
Temporary Drainage Schedules	16	1	-	-	-	-	16	-	-	-	-	-	-	-	16
Utility Matrix	32	2	-	-	-	-	-	-	-	64	-	-	-	-	64
Utility Plans (50 scale)	32	8	-	-	-	-	-	-	-	256	-	-	-	-	256
subtotals		65					1,696			320					2,016

EXHIBIT F-2c
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES
 CONTRACT I-17-4298

TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the mainline reconstruction and widening for the section of I-294 between **I-55 Ramps (MP 24.1) and the Hinsdale Oasis (MP 25.0)**.

Sheet Description	I-294 between I-55 Ramps (MP 24.1) and the Hinsdale Oasis (MP 25.0)															Subtotal
	Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others		
E. Landscaping, Erosion Control, Pavement Marking, Signing and Lighting Plans																
Pavement Marking and Signing Plans (50 scale)	32	4	-	-	-	-	-	-	-	-	-	128	-	-	128	
Sign Truss & Bridge Mounted Details	24	3	-	-	-	-	-	-	-	-	-	72	-	-	72	
Signing Schedules	24	4	-	-	-	-	-	-	-	-	-	96	-	-	96	
Permanent Erosion Control and Fencing Plans (50 scale)	20	4	-	-	-	80	-	-	-	-	-	-	-	-	80	
Temporary Erosion Control Schedules	24	2	-	-	-	48	-	-	-	-	-	-	-	-	48	
Temporary Erosion Control - Sequence of Operations and Notes	24	1	-	-	-	24	-	-	-	-	-	-	-	-	24	
Temporary Erosion Control Plans - General Overview (100 scale)	16	2	-	-	-	32	-	-	-	-	-	-	-	-	32	
Temporary Erosion Control Plans - Stage 1 (50 scale)	16	4	-	-	-	64	-	-	-	-	-	-	-	-	64	
Temporary Erosion Control Plans - Stage 2 (50 scale)	16	4	-	-	-	64	-	-	-	-	-	-	-	-	64	
Temporary Erosion Control Plans - Stage 3 (50 scale)	16	4	-	-	-	64	-	-	-	-	-	-	-	-	64	
Temporary Erosion Control Plans - Stage 4 (50 scale)	16	4	-	-	-	64	-	-	-	-	-	-	-	-	64	
Temporary Erosion Control Plans - Stage 5 (50 scale)	16	4	-	-	-	64	-	-	-	-	-	-	-	-	64	
Temporary Erosion Control Details	24	2	-	-	-	48	-	-	-	-	-	-	-	-	48	
Soil Boring Plans (50 scale)	8	4	-	-	-	32	-	-	-	-	-	-	-	-	32	
Lighting General Notes, Schedule, Symbols and Legends	24	1	-	-	-	-	-	-	24	-	-	-	-	-	24	
Roadway Lighting Plans	32	8	-	-	-	-	-	-	256	-	-	-	-	-	256	
Underpass Lighting - Plainfield Road and Ramp A	32	2	-	-	-	-	-	-	64	-	-	-	-	-	64	
Temporary Lighting Plans	32	8	-	-	-	-	-	-	256	-	-	-	-	-	256	
Wiring Diagram - Mainline and Underpass	40	2	-	-	-	-	-	-	80	-	-	-	-	-	80	
Panel Schedule	24	1	-	-	-	-	-	-	24	-	-	-	-	-	24	
Lighting Details	12	2	-	-	-	-	-	-	24	-	-	-	-	-	24	
subtotals		70				584			728			296			1,608	
F. Structural Plans																
Overhead Sign Structures (Modify Base Sheets)	22	11	242	-	-	-	-	-	-	-	-	-	-	-	242	
Boring Logs for Overhead Sign Structures	4	4	16	-	-	-	-	-	-	-	-	-	-	-	16	
ATM Gantry Foundations (Modify Base Sheets)	22	12	264	-	-	-	-	-	-	-	-	-	-	-	264	
Moment Slab Plans	28	45	1,260	-	-	-	-	-	-	-	-	-	-	-	1,260	
PERKS for MUL Stages (3 locations; 2 sheets/location)	38	6	-	-	-	-	-	228	-	-	-	-	-	-	228	
subtotals		6	1,782					228							2,010	
G. Cross Sections																
	<u>Hrs/xs</u>	<u>xs</u>														
Cross Sections at 100 ft intervals (Mainline)	8	48	384	-	-	-	-	-	-	-	-	-	-	-	384	
Cross Sections at 100 ft intervals (Ramp A & B)	8	14	112	-	-	-	-	-	-	-	-	-	-	-	112	
Cross Culverts and Critical Sections (20 xs)	8	20	160	-	-	-	-	-	-	-	-	-	-	-	160	
Update Earthwork Management Plan at 60% & 95% design (@48 hrs/submittal)			96	-	-	-	-	-	-	-	-	-	-	-	96	
subtotals		82	752												752	
H. Contract Documents																
Design Deviations and Corridor Criteria Exceptions																
Identify, prepare and process Design Deviations			240	-	-	-	-	-	-	-	-	-	-	-	240	
Identify and justify Corridor Criteria Exceptions			80	-	-	-	-	-	-	-	-	-	-	-	80	
Specifications																
60% Submittal			292	-	-	-	-	-	-	-	-	-	-	-	292	
90% Submittal			236	-	-	-	-	-	-	-	-	-	-	-	236	
100% Submittal			80	-	-	-	-	-	-	-	-	-	-	-	80	
Design Calculations																
Barrier Warrant Analysis			560	-	-	-	-	-	-	-	90	-	-	-	650	
Drainage Calculations (0.9 miles at 115 hrs/mile)			-	-	-	-	-	-	-	-	-	-	-	-	-	
Quantity Calculations																
Civil, Drainage, MOT, Signing, Pavement Marking			800	-	-	-	-	-	-	-	-	-	-	-	800	
Construction Cost Estimates																
60% Submittal			314	-	-	-	-	-	-	-	-	-	-	-	314	
90% Submittal			232	-	-	-	-	-	-	-	-	-	-	-	232	
100% Submittal			62	-	-	-	-	-	-	-	-	-	-	-	62	
Project Schedules																
Design Scheduling			80	-	-	-	-	-	-	-	-	-	-	-	80	
subtotals			2,976								90				3,066	

EXHIBIT F-2c
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES
 CONTRACT I-17-4298

TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the mainline reconstruction and widening for the section of I-294 between **I-55 Ramps (MP 24.1) and the Hinsdale Oasis (MP 25.0)**.

		I-294 between I-55 Ramps (MP 24.1) and the Hinsdale Oasis (MP 25.0)													
Sheet Description	Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	Subtotal
I. 3-D Modeling															
3D Modeling for Civil, Drainage and Utilities			2,000	-	-	-	-	-	-	-	-	-	-	-	2,000
		<i>subtotals</i>	<u>2,000</u>	-	-	-	-	-	-	-	-	-	-	-	<u>2,000</u>
J. ESIS Part II and INVEST															
Prepare single Design Section ESIS Part II during 60% PS&E			64	-	-	-	-	-	-	-	-	-	-	-	64
Update and submit ESIS Part II at 95% PS&E			24	-	-	-	-	-	-	-	-	-	-	-	24
Incorporate 30% PINS and sustainable practices into 60%			24	-	-	-	-	-	-	-	-	-	-	-	24
Develop and submit 60% PINS based on 30% DSE PINS			8	-	-	-	-	-	-	-	-	-	-	-	8
Incorporate 60% PINS and sustainable practices into 95%			8	-	-	-	-	-	-	-	-	-	-	-	8
Sustainability workshop during 95% PS&E			8	-	-	-	-	-	-	-	-	-	-	-	8
Develop and submit 95% PINS based on 60% DSE PINS			4	-	-	-	-	-	-	-	-	-	-	-	4
		<i>subtotals</i>	<u>140</u>	-	-	-	-	-	-	-	-	-	-	-	<u>140</u>
K. Bid Phase Support															
Prepare Contract Addenda (assume 3 addenda/contract @48 hrs/addendum)			144	-	-	-	-	-	-	-	-	-	-	-	144
Preconstruction Bid Meeting Support			32	-	-	-	-	-	-	-	-	-	-	-	32
Assist in preparing responses to bidder questions			56	-	-	-	-	-	-	-	-	-	-	-	56
Construction Bid review support			24	-	-	-	-	-	-	-	-	-	-	-	24
Analysis of Contractor Bids			24	-	-	-	-	-	-	-	-	-	-	-	24
		<i>subtotals</i>	<u>280</u>	-	-	-	-	-	-	-	-	-	-	-	<u>280</u>
L. VMS and Constructability Review															
Participate in 60% VMS Workshop led by DCM															
Prepare exhibits, plans and presentation			24	-	-	-	-	-	-	-	-	-	-	-	24
Attend VMS			8	-	-	-	-	-	-	-	-	-	-	-	8
Evaluate VMS Ideas			80	-	-	-	-	-	-	-	-	-	-	-	80
Constructability Review (2 people x 40 hours per submittal)															
60% Submittal			-	-	-	-	80	-	-	-	-	-	-	-	80
95% Submittal			-	-	-	-	80	-	-	-	-	-	-	-	80
Prepare Constructability Review Report			-	-	-	-	60	-	-	-	-	-	-	-	60
		<i>subtotals</i>	<u>112</u>	-	-	-	<u>220</u>	-	-	-	-	-	-	-	<u>332</u>

Manhour Summary

I-294 Reconstruction and Widening (MP 24.1 to MP 25.0)

GRAND TOTALS	MH Total	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	Subtotal
A. General Sheets	1,740	119	1,740	-	-	-	-	-	-	-	-	-	-	-	1,740
B. Maintenance of Traffic Plans	1,408	58	-	-	-	-	1,408	-	-	-	-	-	-	-	1,408
C. Civil Plans	1,736	51	1,664	-	-	-	-	-	-	-	72	-	-	-	1,736
D. Drainage and Utility Plans Landscaping, Erosion Control, Pavement Marking, Signing and	2,016	65	-	-	-	-	1,696	-	-	320	-	-	-	-	2,016
E. Lighting Plans	1,608	70	-	-	-	584	-	-	728	-	-	296	-	-	1,608
F. Structural Plans	2,010	6	1,782	-	-	-	228	-	-	-	-	-	-	-	2,010
G. Cross Sections	752	82	752	-	-	-	-	-	-	-	-	-	-	-	752
H. Contract Documents	3,066	-	2,976	-	-	-	-	-	-	-	90	-	-	-	3,066
I. 3-D Modeling	2,000	-	2,000	-	-	-	-	-	-	-	-	-	-	-	2,000
J. ESIS Part II and INVEST	140	-	140	-	-	-	-	-	-	-	-	-	-	-	140
K. Bid Phase Support	280	-	280	-	-	-	-	-	-	-	-	-	-	-	280
L. VMS and Constructability Review	332	-	112	-	-	-	220	-	-	-	-	-	-	-	332
TOTALS	17,088	451	11,446	-	-	584	3,552	-	728	320	162	296	-	-	17,088

EXHIBIT F-2d
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES
 CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the mainline reconstruction and widening for the section of I-294 between the **Hinsdale Oasis (MP 25.0) and 47th Street (MP 26.4)**.

Sheet Description	I-294 between Hinsdale Oasis (MP 25.0) and 47th Street (MP 26.4)														Subtotal
	Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	
A. General Sheets															
Title Sheet	8	1	-	8	-	-	-	-	-	-	-	-	-	-	8
Index of Drawings	12	1	-	12	-	-	-	-	-	-	-	-	-	-	12
General Notes	16	1	-	16	-	-	-	-	-	-	-	-	-	-	16
Progress Schedule	32	1	-	32	-	-	-	-	-	-	-	-	-	-	32
Summary of Quantities (assume 300 Q's @ 50 Q's /sht)	32	6	-	192	-	-	-	-	-	-	-	-	-	-	192
Schedule of Quantities	24	30	-	720	-	-	-	-	-	-	-	-	-	-	720
Earthwork Summary	48	1	-	48	-	-	-	-	-	-	-	-	-	-	48
Alignment, Ties and Benchmarks (100 scale)	16	4	-	64	-	-	-	-	-	-	-	-	-	-	64
Existing Typical Sections	24	4	-	96	-	-	-	-	-	-	-	-	-	-	96
Proposed Typical Sections - Mainline	40	5	-	200	-	-	-	-	-	-	-	-	-	-	200
Proposed Typical Section - Details	40	4	-	160	-	-	-	-	-	-	-	-	-	-	160
DDU Standards and Details	2	60	-	120	-	-	-	-	-	-	-	-	-	-	120
subtotals		118		1,668											1,668
B. Maintenance of Traffic Plans															
General Notes	16	1	16	-	-	-	-	-	-	-	-	-	-	-	16
Construction Staging Notes	48	1	48	-	-	-	-	-	-	-	-	-	-	-	48
Typical Sections - Prestage	24	1	24	-	-	-	-	-	-	-	-	-	-	-	24
Typical Sections - Stage 1	24	3	72	-	-	-	-	-	-	-	-	-	-	-	72
Typical Sections - Stage 2	24	3	72	-	-	-	-	-	-	-	-	-	-	-	72
Typical Sections - Stage 3	24	3	72	-	-	-	-	-	-	-	-	-	-	-	72
Typical Sections - Stage 4	24	3	72	-	-	-	-	-	-	-	-	-	-	-	72
Typical Sections - Stage 5	24	3	72	-	-	-	-	-	-	-	-	-	-	-	72
Temporary Pavement Details	36	2	72	-	-	-	-	-	-	-	-	-	-	-	72
Emergency Pull-over Details	28	2	56	-	-	-	-	-	-	-	-	-	-	-	56
Temporary Informational Signing Details	20	8	160	-	-	-	-	-	-	-	-	-	-	-	160
MOT Plans - Prestage (50 scale)	24	7	168	-	-	-	-	-	-	-	-	-	-	-	168
MOT Plans - Stage 1 (50 scale)	24	7	168	-	-	-	-	-	-	-	-	-	-	-	168
MOT Plans - Stage 2 (50 scale)	24	7	168	-	-	-	-	-	-	-	-	-	-	-	168
MOT Plans - Stage 3 (50 scale)	24	7	168	-	-	-	-	-	-	-	-	-	-	-	168
MOT Plans - Stage 4 (50 scale)	24	7	168	-	-	-	-	-	-	-	-	-	-	-	168
MOT Plans - Stage 5 (50 scale)	24	7	168	-	-	-	-	-	-	-	-	-	-	-	168
subtotals		72	1,744												1,744
C. Civil Plans															
Removal and Existing Conditions Plans (50 scale)	36	7	72	54	-	-	-	-	-	-	126	-	-	-	252
Roadway Plans (50 scale)	48	7	192	144	-	-	-	-	-	-	-	-	-	-	336
Roadway Profiles (50 scale)	16	7	64	48	-	-	-	-	-	-	-	-	-	-	112
Construction Details	40	15	300	300	-	-	-	-	-	-	-	-	-	-	600
Pavement Elevation and Jointing Plans (20 scale)	16	13	112	96	-	-	-	-	-	-	-	-	-	-	208
Open Detention Grading Plans (2 locations) (20 scale)	64	3	96	96	-	-	-	-	-	-	-	-	-	-	192
Grading Plans (at Bridge Cones) - 55th Street	48	2	96	-	-	-	-	-	-	-	-	-	-	-	96
subtotals		54	932	738							126				1,796
D. Drainage and Utility Plans															
Drainage Plans (50 scale)	48	14	672	-	-	-	-	-	-	-	-	-	-	-	672
Drainage Profiles	24	14	336	-	-	-	-	-	-	-	-	-	-	-	336
Drainage Schedules	24	10	240	-	-	-	-	-	-	-	-	-	-	-	240
Drainage Details	36	8	288	-	-	-	-	-	-	-	-	-	-	-	288
Junction Chambers (4 locations)	48	4	192	-	-	-	-	-	-	-	-	-	-	-	192
Subsurface Drainage Plans	24	14	336	-	-	-	-	-	-	-	-	-	-	-	336
Temporary Drainage Plans	24	14	336	-	-	-	-	-	-	-	-	-	-	-	336
Temporary Drainage Schedules	16	1	16	-	-	-	-	-	-	-	-	-	-	-	16
Utility Matrix	32	2	-	-	-	-	-	-	-	64	-	-	-	-	64
Utility Plans (50 scale)	32	7	-	-	-	-	-	-	-	224	-	-	-	-	224
subtotals		88	2,416							288					2,704

EXHIBIT F-2d
MANHOUR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES
 CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the mainline reconstruction and widening for the section of I-294 between the **Hinsdale Oasis (MP 25.0) and 47th Street (MP 26.4)**.

Sheet Description	I-294 between Hinsdale Oasis (MP 25.0) and 47th Street (MP 26.4)														Subtotal
	Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	
E. Landscaping, Erosion Control, Pavement Marking, Signing and Lighting Plans															
Pavement Marking and Signing Plans (50 scale)	32	7	-	-	-	-	-	-	-	-	-	224	-	-	224
Sign Truss & Bridge Mounted Details	24	5	-	-	-	-	-	-	-	-	-	120	-	-	120
Signing Schedules	24	6	-	-	-	-	-	-	-	-	-	144	-	-	144
Permanent Erosion Control and Fencing Plans (50 scale)	20	7	-	-	-	140	-	-	-	-	-	-	-	-	140
Temporary Erosion Control Schedules	24	2	-	-	-	48	-	-	-	-	-	-	-	-	48
Temporary Erosion Control - Sequence of Operations and Notes	24	1	-	-	-	24	-	-	-	-	-	-	-	-	24
Temporary Erosion Control Plans - General Overview (100 scale)	16	4	-	-	-	64	-	-	-	-	-	-	-	-	64
Temporary Erosion Control Plans - Stage 1 (50 scale)	16	7	-	-	-	112	-	-	-	-	-	-	-	-	112
Temporary Erosion Control Plans - Stage 2 (50 scale)	16	7	-	-	-	112	-	-	-	-	-	-	-	-	112
Temporary Erosion Control Plans - Stage 3 (50 scale)	16	7	-	-	-	112	-	-	-	-	-	-	-	-	112
Temporary Erosion Control Plans - Stage 4 (50 scale)	16	7	-	-	-	112	-	-	-	-	-	-	-	-	112
Temporary Erosion Control Plans - Stage 5 (50 scale)	16	7	-	-	-	112	-	-	-	-	-	-	-	-	112
Temporary Erosion Control Details	24	2	-	-	-	48	-	-	-	-	-	-	-	-	48
Soil Boring Plans (50 scale)	8	7	-	-	-	56	-	-	-	-	-	-	-	-	56
Lighting General Notes, Schedule, Symbols and Legends	24	1	-	-	-	-	-	-	24	-	-	-	-	-	24
Roadway Lighting Plans	34	7	-	-	-	-	-	-	238	-	-	-	-	-	238
Underpass Lighting - 47th Street and 55th Street	40	2	-	-	-	-	-	-	80	-	-	-	-	-	80
Temporary Lighting Plans	34	7	-	-	-	-	-	-	238	-	-	-	-	-	238
Wiring Diagram - Mainline and Underpass	32	3	-	-	-	-	-	-	96	-	-	-	-	-	96
Panel Schedule	28	1	-	-	-	-	-	-	28	-	-	-	-	-	28
Lighting Details	12	2	-	-	-	-	-	-	24	-	-	-	-	-	24
subtotals		99				940			728			488			2,156
F. Structural Plans															
Overhead Sign Structures (Modify Base Sheets)	22	11	-	242	-	-	-	-	-	-	-	-	-	-	242
Cantilever Sign Structures (Modify Base Sheets)	22	6	-	132	-	-	-	-	-	-	-	-	-	-	132
Boring Logs for Overhead Sign Structures	4	4	-	16	-	-	-	-	-	-	-	-	-	-	16
ATM Gantry Foundations (Modify Base Sheets)	22	12	-	264	-	-	-	-	-	-	-	-	-	-	264
Moment Slab Plans	28	70	980	980	-	-	-	-	-	-	-	-	-	-	1,960
TEKS for MUI Stages (3 locations @ 2 sheets/location)	38	6	228	-	-	-	-	-	-	-	-	-	-	-	228
subtotals		109	1,208	1,634											2,842
G. Cross Sections															
Cross Sections at 100 ft intervals	8	74	296	296	-	-	-	-	-	-	-	-	-	-	592
Cross Culverts and Critical Sections (20 xs)	8	20	80	80	-	-	-	-	-	-	-	-	-	-	160
Update Earthwork Management Plan at 60% & 95% design (@48 hrs/submittal)			16	80	-	-	-	-	-	-	-	-	-	-	96
subtotals		94	392	456											848
H. Contract Documents															
<u>Design Deviations and Corridor Criteria Exceptions</u>															
Identify, prepare and process Design Deviations			120	120	-	-	-	-	-	-	-	-	-	-	240
Identify and justify Corridor Criteria Exceptions			40	40	-	-	-	-	-	-	-	-	-	-	80
<u>Specifications</u>															
60% Submittal			-	292	-	-	-	-	-	-	-	-	-	-	292
90% Submittal			-	236	-	-	-	-	-	-	-	-	-	-	236
100% Submittal			-	80	-	-	-	-	-	-	-	-	-	-	80
<u>Design Calculations</u>															
Barrier Warrant Analysis			-	810	-	-	-	-	-	-	140	-	-	-	950
Drainage Calculations (1.4 miles at 230 hrs/mile)			322	-	-	-	-	-	-	-	-	-	-	-	322
<u>Quantity Calculations</u>															
Civil, Drainage, MOT, Signing, Pavement Marking			384	384	-	-	-	-	-	-	-	-	-	-	768
<u>Construction Cost Estimates</u>															
60% Submittal			-	320	-	-	-	-	-	-	-	-	-	-	320
90% Submittal			-	234	-	-	-	-	-	-	-	-	-	-	234
100% Submittal			-	62	-	-	-	-	-	-	-	-	-	-	62
<u>Project Schedules</u>															
Design Scheduling			-	80	-	-	-	-	-	-	-	-	-	-	80
subtotals				866		2,658					140				3,664

EXHIBIT F-2d
MANHOUR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES
 CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the mainline reconstruction and widening for the section of I-294 between the **Hinsdale Oasis (MP 25.0) and 47th Street (MP 26.4)**.

Sheet Description		I-294 between Hinsdale Oasis (MP 25.0) and 47th Street (MP 26.4)													Subtotal			
		Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM		Others		
I.	3-D Modeling																	
	3D Modeling for Civil, Drainage and Utilities				-	2,700	-	-	-	-	-	-	-	-	-	-	-	2,700
	<i>subtotals</i>				-	2,700	-	-	-	-	-	-	-	-	-	-	-	2,700
J.	ESIS Part II and INVEST																	
	Prepare single Design Section ESIS Part II during 60% PS&E				64	-	-	-	-	-	-	-	-	-	-	-	-	64
	Update and submit ESIS Part II at 95% PS&E				24	-	-	-	-	-	-	-	-	-	-	-	-	24
	Incorporate 30% PINS and sustainable practices into 60%				24	-	-	-	-	-	-	-	-	-	-	-	-	24
	Develop and submit 60% PINS based on 30% DSE PINS				8	-	-	-	-	-	-	-	-	-	-	-	-	8
	Incorporate 60% PINS and sustainable practices into 95%				8	-	-	-	-	-	-	-	-	-	-	-	-	8
	Sustainability workshop during 95% PS&E				8	-	-	-	-	-	-	-	-	-	-	-	-	8
	Develop and submit 95% PINS based on 60% DSE PINS				4	-	-	-	-	-	-	-	-	-	-	-	-	4
	<i>subtotals</i>				140	-	-	-	-	-	-	-	-	-	-	-	-	140
K.	Bid Phase Support																	
	Prepare Contract Addenda (assume 3 addenda/contract @48 hrs/addendum)				-	144	-	-	-	-	-	-	-	-	-	-	-	144
	Preconstruction Bid Meeting Support				-	32	-	-	-	-	-	-	-	-	-	-	-	32
	Assist in preparing responses to bidder questions				-	56	-	-	-	-	-	-	-	-	-	-	-	56
	Construction Bid review support				-	24	-	-	-	-	-	-	-	-	-	-	-	24
	Analysis of Contractor Bids				-	24	-	-	-	-	-	-	-	-	-	-	-	24
	<i>subtotals</i>				-	280	-	-	-	-	-	-	-	-	-	-	-	280
L.	VMS and Constructability Review																	
	Participate in 60% VMS Workshop led by DCM																	
	Prepare exhibits, plans and presentation				-	24	-	-	-	-	-	-	-	-	-	-	-	24
	Attend VMS				-	8	-	-	-	-	-	-	-	-	-	-	-	8
	Evaluate VMS Ideas				-	80	-	-	-	-	-	-	-	-	-	-	-	80
	Constructability Review (1 person x 40 hours per submittal)																	
	60% Submittal				-	-	-	-	80	-	-	-	-	-	-	-	-	80
	95% Submittal				-	-	-	-	80	-	-	-	-	-	-	-	-	80
	Prepare Constructability Review Report				-	-	-	-	60	-	-	-	-	-	-	-	-	60
	<i>subtotals</i>				-	112	-	-	220	-	-	-	-	-	-	-	-	332

Manhour Summary

I-294 Reconstruction and Widening (MP 25.0 to MP 26.4)

GRAND TOTALS	MH Total	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	Subtotal
A. General Sheets	1,668	118	-	1,668	-	-	-	-	-	-	-	-	-	-	1,668
B. Maintenance of Traffic Plans	1,744	72	1,744	-	-	-	-	-	-	-	-	-	-	-	1,744
C. Civil Plans	1,796	54	932	738	-	-	-	-	-	-	126	-	-	-	1,796
D. Drainage and Utility Plans Landscaping, Erosion Control, Pavement Marking, Signing and	2,704	88	2,416	-	-	-	-	-	-	288	-	-	-	-	2,704
E. Lighting Plans	2,156	99	-	-	-	940	-	-	728	-	-	488	-	-	2,156
F. Structural Plans	2,842	109	1,208	1,634	-	-	-	-	-	-	-	-	-	-	2,842
G. Cross Sections	848	94	392	456	-	-	-	-	-	-	-	-	-	-	848
H. Contract Documents	3,664	-	866	2,658	-	-	-	-	-	-	140	-	-	-	3,664
I. 3-D Modeling	2,700	-	-	2,700	-	-	-	-	-	-	-	-	-	-	2,700
J. ESIS Part II and INVEST	140	-	140	-	-	-	-	-	-	-	-	-	-	-	140
K. Bid Phase Support	280	-	-	280	-	-	-	-	-	-	-	-	-	-	280
L. VMS and Constructability Review	332	-	-	112	-	-	220	-	-	-	-	-	-	-	332
TOTALS	20,874	634	7,698	10,246	-	940	220	-	728	288	266	488	-	-	20,874

EXHIBIT F-2e
 MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES
 CONTRACT I-17-4298

TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the mainline reconstruction and widening for the section of I-294 between 47th Street (MP 26.4) and Ogden Avenue (MP 27.8).

Sheet Description	Hrs/Sht	Sheets	TS	I-294 between 47th Street (MP 26.4) and Ogden Avenue (MP 27.8)											Subtotal
				HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	
A. General Sheets															
Title Sheet	8	1	-	8	-	-	-	-	-	-	-	-	-	-	8
Index of Drawings	12	1	-	12	-	-	-	-	-	-	-	-	-	-	12
General Notes	16	1	-	16	-	-	-	-	-	-	-	-	-	-	16
Progress Schedule	32	1	-	32	-	-	-	-	-	-	-	-	-	-	32
Summary of Quantities (assume 300 Q's @ 50 Q's /sht)	32	6	-	192	-	-	-	-	-	-	-	-	-	-	192
Schedule of Quantities	24	30	-	720	-	-	-	-	-	-	-	-	-	-	720
Earthwork Summary	48	1	-	48	-	-	-	-	-	-	-	-	-	-	48
Alignment, Ties and Benchmarks (100 scale)	16	4	-	64	-	-	-	-	-	-	-	-	-	-	64
Existing Typical Sections	24	4	-	96	-	-	-	-	-	-	-	-	-	-	96
Proposed Typical Sections - Mainline	40	4	-	160	-	-	-	-	-	-	-	-	-	-	160
Proposed Typical Sections - Ogden Ramps	40	2	-	80	-	-	-	-	-	-	-	-	-	-	80
Proposed Typical Section - Details	40	6	-	240	-	-	-	-	-	-	-	-	-	-	240
DOT Standards and Details	2	60	-	120	-	-	-	-	-	-	-	-	-	-	120
subtotals		121		1,788											1,788
B. Maintenance of Traffic Plans															
General Notes	16	1	-	4	12	-	-	-	-	-	-	-	-	-	16
Construction Staging Notes	48	1	-	8	40	-	-	-	-	-	-	-	-	-	48
Typical Sections - Prestage	28	1	-	8	20	-	-	-	-	-	-	-	-	-	28
Typical Sections - Stage 1	28	3	-	24	60	-	-	-	-	-	-	-	-	-	84
Typical Sections - Stage 2	28	3	-	24	60	-	-	-	-	-	-	-	-	-	84
Typical Sections - Stage 3	28	3	-	24	60	-	-	-	-	-	-	-	-	-	84
Typical Sections - Stage 4	28	3	-	24	60	-	-	-	-	-	-	-	-	-	84
Typical Sections - Stage 5	28	3	-	24	60	-	-	-	-	-	-	-	-	-	84
Temporary Pavement Details	36	2	-	24	40	-	-	-	-	-	-	-	-	-	64
Emergency Pull-over Details	28	2	-	16	40	-	-	-	-	-	-	-	-	-	56
Temporary Informational Signing Details	20	8	-	80	80	-	-	-	-	-	-	-	-	-	160
MOT Plans - Prestage (50 scale)	28	7	-	56	140	-	-	-	-	-	-	-	-	-	196
MOT Plans - Stage 1 (50 scale)	28	7	-	56	140	-	-	-	-	-	-	-	-	-	196
MOT Plans - Stage 2 (50 scale)	28	7	-	56	140	-	-	-	-	-	-	-	-	-	196
MOT Plans - Stage 3 (50 scale)	28	7	-	56	140	-	-	-	-	-	-	-	-	-	196
MOT Plans - Stage 4 (50 scale)	28	7	-	56	140	-	-	-	-	-	-	-	-	-	196
MOT Plans - Stage 5 (50 scale)	28	7	-	56	140	-	-	-	-	-	-	-	-	-	196
subtotals		72		596	1,372										1,968
C. Civil Plans															
Removal and Existing Conditions Plans (50 scale)	36	7	-	126	-	-	-	-	-	-	-	126	-	-	252
Roadway & Ramp Plans (50 scale)	48	15	-	720	-	-	-	-	-	-	-	-	-	-	720
Roadway & Ramp Profiles (50 scale)	16	15	-	240	-	-	-	-	-	-	-	-	-	-	240
Construction Details	40	15	-	600	-	-	-	-	-	-	-	-	-	-	600
Pavement Elevation and Jointing Plans (20 scale)	16	13	-	208	-	-	-	-	-	-	-	-	-	-	208
Open Detention Grading Plans (20 scale)	64	3	-	192	-	-	-	-	-	-	-	-	-	-	192
Grading Plans (at Bridge Cones) - 47th Street & Ped Bridge	48	4	-	192	-	-	-	-	-	-	-	-	-	-	192
subtotals		72		2,278								126			2,404
D. Drainage and Utility Plans															
Drainage Plans (50 scale)	52	14	112	-	-	-	-	616	-	-	-	-	-	-	728
Drainage Profiles	28	14	112	-	-	-	-	280	-	-	-	-	-	-	392
Address Backyard Flooding Issues in Western Springs			24	-	-	-	-	96	-	-	-	-	-	-	120
Drainage Schedules	28	10	80	-	-	-	-	200	-	-	-	-	-	-	280
Drainage Details	36	8	32	-	-	-	-	256	-	-	-	-	-	-	288
Junction Chambers (4 locations)	48	4	128	-	-	-	-	64	-	-	-	-	-	-	192
Subsurface Drainage Plans	24	14	28	-	-	-	-	308	-	-	-	-	-	-	336
Temporary Drainage Plans	24	14	336	-	-	-	-	-	-	-	-	-	-	-	336
Temporary Drainage Schedules	16	1	16	-	-	-	-	-	-	-	-	-	-	-	16
Utility Matrix	32	2	-	-	-	-	-	-	64	-	-	-	-	-	64
Utility Plans (50 scale)	32	7	-	-	-	-	-	-	224	-	-	-	-	-	224
subtotals		88	868					1,820		288					2,976
E. Landscaping, Erosion Control, Pavement Marking, Signing and Lighting Plans															
Pavement Marking and Signing Plans (50 scale)	24	7	-	-	-	-	-	-	-	-	-	168	-	-	168
Sign Truss & Bridge Mounted Details	24	6	-	-	-	-	-	-	-	-	-	144	-	-	144
Signing Schedules	24	4	-	-	-	-	-	-	-	-	-	96	-	-	96
Permanent Erosion Control and Fencing Plans (50 scale)	20	7	-	-	140	-	-	-	-	-	-	-	-	-	140
Temporary Erosion Control Schedules	24	2	-	-	48	-	-	-	-	-	-	-	-	-	48

EXHIBIT F-2e
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES
 CONTRACT I-17-4298

TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the mainline reconstruction and widening for the section of I-294 between **47th Street (MP 26.4) and Ogden Avenue (MP 27.8)**.

Sheet Description	Hrs/Sht	Sheets	TS	I-294 between 47th Street (MP 26.4) and Ogden Avenue (MP 27.8)											Subtotal	
				HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others		
Temporary Erosion Control - Sequence of Operations and Notes	24	1	-	-	-	24	-	-	-	-	-	-	-	-	-	24
Temporary Erosion Control Plans - General Overview (100 scale)	16	4	-	-	-	64	-	-	-	-	-	-	-	-	-	64
Temporary Erosion Control Plans - Stage 1 (50 scale)	16	7	-	-	-	112	-	-	-	-	-	-	-	-	-	112
Temporary Erosion Control Plans - Stage 2 (50 scale)	16	7	-	-	-	112	-	-	-	-	-	-	-	-	-	112
Temporary Erosion Control Plans - Stage 3 (50 scale)	16	7	-	-	-	112	-	-	-	-	-	-	-	-	-	112
Temporary Erosion Control Plans - Stage 4 (50 scale)	16	7	-	-	-	112	-	-	-	-	-	-	-	-	-	112
Temporary Erosion Control Plans - Stage 5 (50 scale)	16	7	-	-	-	112	-	-	-	-	-	-	-	-	-	112
Temporary Erosion Control Details	24	2	-	-	-	48	-	-	-	-	-	-	-	-	-	48
Soil Boring Plans (50 scale)	8	7	-	-	-	56	-	-	-	-	-	-	-	-	-	56
Lighting General Notes, Schedule, Symbols and Legends	24	1	-	-	-	-	-	-	-	24	-	-	-	-	-	24
Roadway Lighting Plans	34	7	-	-	-	-	-	-	-	238	-	-	-	-	-	238
Underpass Lighting - BNSF RR and Ogden Av	32	2	-	-	-	-	-	-	-	64	-	-	-	-	-	64
Temporary Lighting Plans	32	7	-	-	-	-	-	-	-	224	-	-	-	-	-	224
Wiring Diagram - Mainline and Underpass	32	3	-	-	-	-	-	-	-	96	-	-	-	-	-	96
Panel Schedule	24	1	-	-	-	-	-	-	-	24	-	-	-	-	-	24
Lighting Details	12	2	-	-	-	-	-	-	-	24	-	-	-	-	-	24
subtotals		98				940				694				408		2,042
F. Structural Plans																
I-294 over Flagg Creek (BN's 259 & 260)																
ABC/Bridge Type Study					124											124
Type, Size & Location Plans	46	3	-	138												138
General Plan and Elevation	48	1	-	48												48
General Notes, Index of Sheets	24	1	-	24												24
Total Bill of Material	16	1	-	16												16
Construction Staging	32	3	-	96												96
Substructure Layout	36	2	-	72												72
Limits and details of Temporary Soil Retention System	36	3	-	108												108
Slope Wall Details	36	3	-	108												108
Pile Driving Records	12	1	-	12												12
Substructure Removal Sheets	32	3	-	96												96
Abutment Details	40	4	-	160												160
Wingwall & Sections Details	48	4	-	192												192
Steel H-Pile Detail	24	1	-	24												24
Framing Details	64	3	-	192												192
Girder Details	64	3	-	192												192
Top of Slab Elevations	56	6	-	336												336
Top of Approach Slab Elevations - Includes Transition Slab	40	4	-	160												160
Superstructure	48	4	-	192												192
Superstructure Details	48	2	-	96												96
Diaphragm at Abutments	24	1	-	24												24
Bar Splicer Details	24	1	-	24												24
Bridge Approach Slab Details	24	6	-	144												144
Boring Logs	4	4	-	16												16
Overhead Sign Structures (Modify Base Sheets)	22	11	-	242												242
Cantilever Sign Structures (Modify Base Sheets)	22	6	-	132												132
Boring Logs for Overhead Sign Structures	4	4	-	16												16
ATM Gantry Foundations (Modify Base Sheets)	22	12	-	264												264
Moment Slab Plans	28	48	-	1,344												1,344
MARKS FOR MUI Stages (1 location @ 2 sheets/location)	38	2	-	76												76
subtotals		147		4,668												4,668
G. Cross Sections																
Cross Sections at 100 ft intervals	8	xs	74	-	592											592
Cross Culverts and Critical Sections (20 xs)	8	20	-	160												160
Update Earthwork Management Plan at 60% & 95% design (@48 hrs/submital)					96											96
subtotals		94		848												848
H. Contract Documents																
Design Deviations and Corridor Criteria Exceptions																
Identify, prepare and process Design Deviations					240											240
Identify and justify Corridor Criteria Exceptions					80											80
Specifications																

EXHIBIT F-2e
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES
 CONTRACT I-17-4298

TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the mainline reconstruction and widening for the section of I-294 between **47th Street (MP 26.4) and Ogden Avenue (MP 27.8)**.

Sheet Description	Hrs/Sht	Sheets	I-294 between 47th Street (MP 26.4) and Ogden Avenue (MP 27.8)											Subtotal		
			TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM		Others	
60% Submittal				292												292
90% Submittal				236												236
100% Submittal				80												80
Design Calculations																
Barrier Warrant Analysis				1,210								210				1,420
Drainage Calculations (1.4 miles at 230 hrs/mile)									322							322
Quantity Calculations																
Civil, Drainage, MOT, Signing, Pavement Marking				692					72							764
Construction Cost Estimates																
60% Submittal				314												314
90% Submittal				232												232
100% Submittal				62												62
Project Schedules																
Design Scheduling				80												80
			subtotals		3,518				394			210				4,122
I. 3-D Modeling																
3D Modeling for Civil, Drainage and Utilities					2,600											2,600
			subtotals		2,600											2,600
J. ESIS Part II and INVEST																
Prepare single Design Section ESIS Part II during 60% PS&E				64												64
Update and submit ESIS Part II at 95% PS&E				24												24
Incorporate 30% PINS and sustainable practices into 60%				24												24
Develop and submit 60% PINS based on 30% DSE PINS				8												8
Incorporate 60% PINS and sustainable practices into 95%				8												8
Sustainability workshop during 95% PS&E				8												8
Develop and submit 95% PINS based on 60% DSE PINS				4												4
			subtotals	140												140
K. Bid Phase Support																
Prepare Contract Addenda (assume 3 addenda/contract @48 hrs/addendum)					144											144
Preconstruction Bid Meeting Support					32											32
Assist in preparing responses to bidder questions					56											56
Construction Bid review support					24											24
Analysis of Contractor Bids					24											24
			subtotals		280											280
L. VMS and Constructability Review																
Participate in 60% VMS Workshop led by DCM																
Prepare exhibits, plans and presentation					24											24
Attend VMS					8											8
Evaluate VMS Ideas					80											80
Constructability Review (1 person x 40 hours per submittal)																
60% Submittal								80								80
95% Submittal								80								80
Prepare Constructability Review Report								60								60
			subtotals		112			220								332

Manhour Summary

I-294 Reconstruction and Widening (MP 26.4 to MP 27.8)

GRAND TOTALS	MH Total	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	Subtotal
A. General Sheets	1,788	121		1,788											1,788
B. Maintenance of Traffic Plans	1,968	72		596	1,372										1,968
C. Civil Plans	2,404	72		2,278							126				2,404
D. Drainage and Utility Plans	2,976	88	868					1,820		288					2,976
Landscaping, Erosion Control, Pavement Marking, Signing and															
E. Lighting Plans	2,042	98				940			694			408			2,042
F. Structural Plans	4,668	147		4,668											4,668
G. Cross Sections	848	94		848											848
H. Contract Documents	4,122			3,518				394			210				4,122
I. 3-D Modeling	2,600			2,600											2,600
J. ESIS Part II and INVEST	140		140												140
K. Bid Phase Support	280			280											280
L. VMS and Constructability Review	332			112			220								332
TOTALS	24,168	692	1,008	16,688	1,372	940	220	2,214	694	288	336	408			24,168

EXHIBIT F-2h
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES
 CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the
Relocation/Replacement of the FCWRD Sanitary Sewer.

Sheet Description	FCWRD Sanitary Sewer Relocation													Subtotal		
	Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM		Others	
A. General Sheets																
Title Sheet	8	1	8	-	-	-	-	-	-	-	-	-	-	-	8	
Index of Drawings	12	1	12	-	-	-	-	-	-	-	-	-	-	-	12	
General Notes	16	1	16	-	-	-	-	-	-	-	-	-	-	-	16	
Progress Schedule	32	1	32	-	-	-	-	-	-	-	-	-	-	-	32	
Summary of Quantities (assume 100 Q's @ 50 Q's /sht)	24	2	48	-	-	-	-	-	-	-	-	-	-	-	48	
Schedule of Quantities	20	3	60	-	-	-	-	-	-	-	-	-	-	-	60	
Earthwork Summary	16	1	16	-	-	-	-	-	-	-	-	-	-	-	16	
Alignment, Ties and Benchmarks	16	2	32	-	-	-	-	-	-	-	-	-	-	-	32	
Plat of Highways	24	2	48	-	-	-	-	-	-	-	-	-	-	-	48	
Existing and Proposed Typical Sections	28	5	140	-	-	-	-	-	-	-	-	-	-	-	140	
Proposed Typical Section - Details	40	2	80	-	-	-	-	-	-	-	-	-	-	-	80	
IDOT Standards and Details	2	2	20	-	-	-	-	-	-	-	-	-	-	-	20	
		subtotals	31	512											512	
B. Maintenance of Traffic Plans																
General Notes	16	1	-	4	12	-	-	-	-	-	-	-	-	-	16	
Construction Staging Notes	24	1	-	4	20	-	-	-	-	-	-	-	-	-	24	
Typical Sections - Prestage	24	1	-	8	16	-	-	-	-	-	-	-	-	-	24	
Typical Sections - Stage 1	24	2	-	16	32	-	-	-	-	-	-	-	-	-	48	
MOT Details	36	1	-	4	32	-	-	-	-	-	-	-	-	-	36	
Temporary Informational Signing Details	20	2	-	8	32	-	-	-	-	-	-	-	-	-	40	
MOT Plans - Stage 1	24	15	-	60	300	-	-	-	-	-	-	-	-	-	360	
		subtotals	23	104	444										548	
C. Civil Plans																
Removal and Existing Conditions Plans (50 Scale)	12	15	90	-	-	-	-	-	-	-	90	-	-	-	180	
Construction Details	40	3	120	-	-	-	-	-	-	-	-	-	-	-	120	
		subtotals	18	210							90				300	
D. Drainage and Utility Plans																
Sanitary Sewer Plans (50 Scale)	24	15	360	-	-	-	-	-	-	-	-	-	-	-	360	
Sanitary Sewer Profiles	16	15	240	-	-	-	-	-	-	-	-	-	-	-	240	
Sanitary Sewer Schedules	24	2	48	-	-	-	-	-	-	-	-	-	-	-	48	
Sanitary Sewer Details	48	4	192	-	-	-	-	-	-	-	-	-	-	-	192	
Utility Matrix	16	1	-	-	-	-	-	-	-	16	-	-	-	-	16	
Utility Plans	8	15	-	-	-	-	-	-	-	120	-	-	-	-	120	
		subtotals	52	840						136					976	
Landscaping, Erosion Control, Pavement Marking, Signing and Lighting Plans																
Permanent Erosion Control and Fencing Plans	4	15	-	-	-	60	-	-	-	-	-	-	-	-	60	
Temporary Erosion Control Schedules	24	1	-	-	-	24	-	-	-	-	-	-	-	-	24	
Temporary Erosion Control - Sequence of Operations and Notes	16	1	-	-	-	16	-	-	-	-	-	-	-	-	16	
Temporary Erosion Control Plans - General Overview	8	8	-	-	-	64	-	-	-	-	-	-	-	-	64	
Temporary Erosion Control Plans - Stage 1	8	15	-	-	-	120	-	-	-	-	-	-	-	-	120	
Temporary Erosion Control Details	24	2	-	-	-	48	-	-	-	-	-	-	-	-	48	
		subtotals	42			332									332	
F. Structural Plans																
Junction Chambers	64	12	768	-	-	-	-	-	-	-	-	-	-	-	768	
		subtotals	12	768											768	
G. Cross Sections																
	Hrs/xs	xs														
Cross Sections at 100 ft intervals	2	75	150	-	-	-	-	-	-	-	-	-	-	-	150	
Cross Culverts and Critical Sections (10 xs)	2	10	20	-	-	-	-	-	-	-	-	-	-	-	20	
		subtotals	85	170											170	
H. Contract Documents																
Design Deviations and Corridor Criteria Exceptions				4298 to process deviations and exceptions under mainline contracts												
Identify, prepare and process Design Deviations				-	-	-	-	-	-	-	-	-	-	-	-	-
Identify and justify Corridor Criteria Exceptions				-	-	-	-	-	-	-	-	-	-	-	-	-
Specifications																
60% Submittal				80	-	-	-	-	-	-	-	-	-	-	80	
90% Submittal				40	-	-	-	-	-	-	-	-	-	-	40	

EXHIBIT F-2h
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES
 CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the **Relocation/Replacement of the FCWRD Sanitary Sewer.**

Sheet Description	Hrs/Sht	Sheets	FCWRD Sanitary Sewer Relocation											Subtotal		
			TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM		Others	
100% Submittal			24	-	-	-	-	-	-	-	-	-	-	-	-	24
<u>Design Calculations</u>																
Drainage/Sanitary Calculations (1.2 miles at 115 hrs/mile)			-	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Quantity Calculations</u>																
Civil, Drainage, MOT (Assume 150 Q's x 3 submittals)			180	-	-	-	-	-	-	-	-	-	-	-	-	180
<u>Construction Cost Estimates</u>																
60% Submittal			80	-	-	-	-	-	-	-	-	-	-	-	-	80
90% Submittal			40	-	-	-	-	-	-	-	-	-	-	-	-	40
100% Submittal			24	-	-	-	-	-	-	-	-	-	-	-	-	24
<u>Project Schedules</u>																
Design Scheduling			16	-	-	-	-	-	-	-	-	-	-	-	-	16
		subtotals	484	-	-	-	-	-	-	-	-	-	-	-	-	484
I. 3-D Modeling																
3D Modeling for Sanitary Sewer			240	-	-	-	-	-	-	-	-	-	-	-	-	240
		subtotals	240	-	-	-	-	-	-	-	-	-	-	-	-	240
J. ESIS Part II and INVEST																
Prepare single Design Section ESIS Part II during 60% PS&E																
Update and submit ESIS Part II at 95% PS&E																
Incorporate 30% PINS and sustainable practices into 60%			8	-	-	-	-	-	-	-	-	-	-	-	-	8
Develop and submit 60% PINS based on 30% DSE PINS			4	-	-	-	-	-	-	-	-	-	-	-	-	4
Incorporate 60% PINS and sustainable practices into 95%			4	-	-	-	-	-	-	-	-	-	-	-	-	4
Sustainability workshop during 95% PS&E			4	-	-	-	-	-	-	-	-	-	-	-	-	4
Develop and submit 95% PINS based on 60% DSE PINS			4	-	-	-	-	-	-	-	-	-	-	-	-	4
		subtotals	24	-	-	-	-	-	-	-	-	-	-	-	-	24
K. Bid Phase Support																
Prepare Contract Addenda (assume 2 addenda/contract @24 hrs/addendum)			40	-	-	-	-	-	-	-	-	-	-	-	-	40
Preconstruction Bid Meeting Support			32	-	-	-	-	-	-	-	-	-	-	-	-	32
Assist in preparing responses to bidder questions			32	-	-	-	-	-	-	-	-	-	-	-	-	32
Construction Bid review support			36	-	-	-	-	-	-	-	-	-	-	-	-	36
Analysis of Contractor Bids			24	-	-	-	-	-	-	-	-	-	-	-	-	24
		subtotals	164	-	-	-	-	-	-	-	-	-	-	-	-	164
L. VMS and Constructability Review																
Participate in 60% VMS Workshop led by DCM																
Prepare exhibits, plans and presentation																
Attend VMS																
Evaluate VMS Ideas																
Constructability Review (1 person x 24 hours per submittal)																
60% Submittal			-	-	-	-	24	-	-	-	-	-	-	-	-	24
95% Submittal			-	-	-	-	24	-	-	-	-	-	-	-	-	24
Prepare Constructability Review Report			-	-	-	-	24	-	-	-	-	-	-	-	-	24
		subtotals	-	-	-	-	72	-	-	-	-	-	-	-	-	72

Manhour Summary

GRAND TOTALS	MH Total	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	Subtotal
A. General Sheets	512	31	512	-	-	-	-	-	-	-	-	-	-	-	512
B. Maintenance of Traffic Plans	548	23	-	104	444	-	-	-	-	-	-	-	-	-	548
C. Civil Plans	300	18	210	-	-	-	-	-	-	-	90	-	-	-	300
D. Drainage and Utility Plans	976	52	840	-	-	-	-	-	-	136	-	-	-	-	976
Landscaping, Erosion Control, Pavement Marking, Signing and															
E. Lighting Plans	332	42	-	-	-	332	-	-	-	-	-	-	-	-	332
F. Structural Plans	768	12	768	-	-	-	-	-	-	-	-	-	-	-	768
G. Cross Sections	170	85	170	-	-	-	-	-	-	-	-	-	-	-	170
H. Contract Documents	484	-	484	-	-	-	-	-	-	-	-	-	-	-	484
I. 3-D Modeling	240	-	240	-	-	-	-	-	-	-	-	-	-	-	240
J. ESIS Part II and INVEST	24	-	24	-	-	-	-	-	-	-	-	-	-	-	24
K. Bid Phase Support	164	-	164	-	-	-	-	-	-	-	-	-	-	-	164
L. VMS and Constructability Review	72	-	-	-	-	-	72	-	-	-	-	-	-	-	72
TOTALS	4,590	263	3,412	104	444	332	72	-	-	136	90	-	-	-	4,590

EXHIBIT F-2f
MANHOOR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES
 CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TransSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the rehabilitation of **I-294 Mainline Bridges over I-55 (MP 23.3)**. This design work will be included in the mainline contract plans being prepared by Contract I-17-4297. The scope of work will include structural plans (approach slab to approach slab) for the two bridges including limited Maintenance of Traffic on I-55.

Sheet Description	Hrs/Sht	I-294 over I-55													Subtotal
		Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	
A. General Sheets															
Title Sheet	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Index of Drawings	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-
General Notes	16	1	-	16	-	-	-	-	-	-	-	-	-	-	16
Progress Schedule	32	1	-	32	-	-	-	-	-	-	-	-	-	-	32
Summary of Quantities (assume 150 Q's @ 50 Q's /sht)	24	3	-	72	-	-	-	-	-	-	-	-	-	-	72
Schedule of Quantities	24	3	-	72	-	-	-	-	-	-	-	-	-	-	72
Alignment, Ties and Benchmarks (100 scale)	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Existing Typical Sections - Mainline & I-55	24	2	-	48	-	-	-	-	-	-	-	-	-	-	48
Proposed Typical Sections - Mainline	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Proposed Typical Sections - I-55	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Typical Section - Details	20	1	-	20	-	-	-	-	-	-	-	-	-	-	20
MUT Standards and Details	4	4	-	16	-	-	-	-	-	-	-	-	-	-	16
subtotals		15		276											276
B. Maintenance of Traffic Plans - I-55															
General Notes	16	1	-	16	-	-	-	-	-	-	-	-	-	-	16
Construction Staging Notes	28	1	-	28	-	-	-	-	-	-	-	-	-	-	28
Typical Sections - Tollway - by 4297	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Typical Sections - Stage 1 - I-55	24	1	-	24	-	-	-	-	-	-	-	-	-	-	24
Typical Sections - Stage 2 - I-55	24	1	-	24	-	-	-	-	-	-	-	-	-	-	24
Typical Sections - Stage 3 - I-55	24	1	-	24	-	-	-	-	-	-	-	-	-	-	24
Typical Sections - Stage 4 - I-55	24	1	-	24	-	-	-	-	-	-	-	-	-	-	24
Temporary Informational Signing Details	36	4	-	144	-	-	-	-	-	-	-	-	-	-	144
MOT Plans - Tollway Mainline (by 4297)	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MOT Coordination/Exhibits for Bridge Inspections - I-55 (assume 3 setups x 24 hrs/setup)				72											72
MOT Plans - Stage 1 (50 scale) - I-55	24	4	-	96	-	-	-	-	-	-	-	-	-	-	96
MOT Plans - Stage 2 (50 scale) - I-55	24	4	-	96	-	-	-	-	-	-	-	-	-	-	96
MOT Plans - Stage 3 (50 scale) - I-55	24	4	-	96	-	-	-	-	-	-	-	-	-	-	96
MOT Plans - Stage 4 (50 scale) - I-55	24	4	-	96	-	-	-	-	-	-	-	-	-	-	96
subtotals		26		740											740
C. Civil Plans - I-55															
Removal and Existing Conditions Plans - I-55	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Roadway Plans - I-55	48	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Roadway Profiles - I-55	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Construction Details	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grading Plans (at Bridge Cones)	36	-	-	-	-	-	-	-	-	-	-	-	-	-	-
subtotals															
D. Drainage and Utility Plans - I-55															
Drainage Plans	48	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Drainage Profiles	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Drainage Schedules	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subsurface Drainage Plans	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Temporary Drainage Plans	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Temporary Drainage Schedules	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utility Matrix - I-55	16	1	-	-	-	-	-	-	-	16	-	-	-	-	16
Utility Plans - I-55	40	1	-	-	-	-	-	-	-	40	-	-	-	-	40
subtotals		2								56					56
Landscaping, Erosion Control, Pavement Marking, Signing and Lighting Plans															
Pavement Marking - I-55	24	4	-	96	-	-	-	-	-	-	-	-	-	-	96
Sign Truss Details	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Signing Schedules	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Permanent Erosion Control and Fencing Plans	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Temporary Erosion Control Schedules	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Temporary Erosion Control - Sequence of Operations and Notes	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Temporary Erosion Control Plans - General Overview	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Temporary Erosion Control Plans - Stage 1 - I-55	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-

EXHIBIT F-2f
MANHOUR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES
 CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TranSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the rehabilitation of **I-294 Mainline Bridges over I-55 (MP 23.3)**. This design work will be included in the mainline contract plans being prepared by Contract I-17-4297. The scope of work will include structural plans (approach slab to approach slab) for the two bridges including limited Maintenance of Traffic on I-55.

Sheet Description	I-294 over I-55													Subtotal		
	Hrs/Sht	Sheets	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM		Others	
Temporary Erosion Control Plans - Stage 2 - I-55	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Temporary Erosion Control Plans - Stage 3 - I-55	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Temporary Erosion Control Plans - Stage 4 - I-55	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Temporary Erosion Control Details	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Soil Boring Plans	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
subtotals		4		96												96
F. Structural Plans																
<u>I-294 over I-55 (BN's 189 & 190) - Limited Rehabilitation</u>																
Repair Plan & Coordination				48												48
Type, Size & Location Plans	48	3		144												144
General Plan and Elevation	48	1		48												48
General Notes, Index of Sheets	40	1		40												40
Total Bill of Material	24	1		24												24
Construction Staging	54	2		108												108
Abutment Repairs	56	4		224												224
Wingwall Repairs	48	2		96												96
Pier Repairs	64	6		384												384
Beam Repairs	48	3		144												144
Cross Frame & Diaphragm Repairs	46	2		92												92
Deck Repairs	64	6		384												384
Approach Slab Repairs	48	4		192												192
Expansion Joint Repairs	44	3		132												132
subtotals		38		2,060												2,060
G. Cross Sections																
<u>Hrs/xs</u>	<u>xs</u>															
Cross Sections at 100 ft intervals	8	-		-												-
Cross Culverts and Critical Sections (20 xs)	8	-		-												-
subtotals																
H. Contract Documents																
<u>Design Deviations and Corridor Criteria Exceptions</u>																
Identify, prepare and process Design Deviations					4298											
Identify and justify Corridor Criteria Exceptions																
<u>Specifications</u>																
60% Submittal					80											80
90% Submittal					40											40
100% Submittal					16											16
<u>Design Calculations</u>																
Barrier Warrant Analysis																
Drainage Calculations (3.7 miles at 115 hrs/mile)																
Lighting Calculations																
<u>Quantity Calculations</u>																
Civil, Drainage, MOT																
<u>Construction Cost Estimates</u>																
60% Submittal					40											40
90% Submittal					24											24
100% Submittal					8											8
<u>Project Schedules</u>																
Design Scheduling					24											24
subtotals					232											232
I. ESIS Part II and INVEST																
Prepare single Design Section ESIS Part II during 60% PS&E																
Update and submit ESIS Part II at 95% PS&E																
Incorporate 30% PINS and sustainable practices into 60%					16											16
Develop and submit 60% PINS based on 30% DSE PINS					4											4
Incorporate 60% PINS and sustainable practices into 95%					4											4
Sustainability workshop during 95% PS&E					4											4
Develop and submit 95% PINS based on 60% DSE PINS					4											4
subtotals					16											32

EXHIBIT F-2f
MANHOUR ESTIMATE - I-294 MAINLINE PLANS, SPECIFICATIONS AND ESTIMATES
 CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

TransSystems/Hanson will perform Design Engineering Services for the development of Contract Plans, Specifications and Estimates for the rehabilitation of **I-294 Mainline Bridges over I-55 (MP 23.3)**. This design work will be included in the mainline contract plans being prepared by Contract I-17-4297. The scope of work will include structural plans (approach slab to approach slab) for the two bridges including limited Maintenance of Traffic on I-55.

Sheet Description	Hrs/Sht	Sheets	TS	HA	HBM	MIL	I-294 over I-55										Subtotal
							BLA	FC	AM	SE3	AF	OR	TM	Others			
J. Bid Phase Support																	
Prepare Contract Addenda (assume 2 addenda/contract @12 hrs/addendum)																24	
Preconstruction Bid Meeting Support																8	
Assist in preparing responses to bidder questions																16	
Construction Bid review support																16	
Analysis of Contractor Bids																12	
<i>subtotals</i>																76	
K. VMS and Constructability Review																	
Participate in 60% VMS Workshop led by DCM																	
Prepare exhibits, plans and presentation																	
Attend VMS																	
Evaluate VMS Ideas																	
Constructability Review																	
60% Submittal																20	
95% Submittal																8	
Prepare Constructability Review Report																4	
<i>subtotals</i>																32	

Manhour Summary

GRAND TOTALS	MH Total	Sheets	TS	HA	HBM	MIL	I-294 over I-55										Subtotal
							BLA	FC	AM	SE3	AF	OR	TM	Others			
A. General Sheets	276	15	-	276	-	-	-	-	-	-	-	-	-	-	-	276	
B. Maintenance of Traffic Plans - I-55	740	26	-	740	-	-	-	-	-	-	-	-	-	-	-	740	
C. Civil Plans - I-55	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
D. Drainage and Utility Plans - I-55	56	2	-	-	-	-	-	-	-	56	-	-	-	-	-	56	
Landscaping, Erosion Control, Pavement Marking, Signing and																	
E. Lighting Plans	96	4	-	96	-	-	-	-	-	-	-	-	-	-	-	96	
F. Structural Plans	2,060	38	-	2,060	-	-	-	-	-	-	-	-	-	-	-	2,060	
G. Cross Sections	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
H. Contract Documents	232	-	-	232	-	-	-	-	-	-	-	-	-	-	-	232	
I. ESIS Part II and INVEST	16	-	-	16	-	-	-	-	-	-	-	-	-	-	-	32	
J. Bid Phase Support	76	-	-	76	-	-	-	-	-	-	-	-	-	-	-	76	
K. VMS and Constructability Review	32	-	-	-	-	-	32	-	-	-	-	-	-	-	-	32	
TOTALS	3,584	85	-	3,496	-	-	32	-	-	56	-	-	-	-	-	3,600	

**EXHIBIT F-3
MANHOOR ESTIMATE - PROJECT CONTROLS, ADMINISTRATION, MANAGEMENT AND QA/QC**

**CONTRACT I-17-4298
TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)**

Project Controls, Administration, Management and QA/QC includes the following work:

- Project Meetings; QA/QC; Permitting, Utility Reporting and IGAs;
- Community and Governmental Outreach Assistance
- Mentor/Protégé Development and Reporting
- Monthly Administration and Management

	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	Total
a. Project Meetings													
Meetings (48 month Design Schedule)													
Monthly DSE Meetings (48 total x 3 people x 4 hrs)	288	288	-	-	-	-	-	-	-	-	-	-	576
Project Book Meetings (48 total x 2 people x 2 hr + 4 hr agenda, minutes)	288	96	-	-	-	-	-	-	-	-	-	-	384
Comment Review Meetings (4 people x 4 hrs + 4 hrs prep)													
30% Design Concept Report (1 meeting)	12	12	-	-	-	-	-	-	-	-	-	-	24
60% Preliminary Plans (8 contracts x 1 meeting)	72	72	-	-	16	-	-	-	-	-	-	-	160
90% Prefinal Plans (8 contracts x 1 meeting)	72	72	-	-	16	-	-	-	-	-	-	-	160
100% Final Plans (8 contracts x 1 meeting)	72	72	-	-	16	-	-	-	-	-	-	-	160
Miscellaneous Design Specific Meetings (avg 4 meetings per month x 2 people x 3 hr + 4 hrs prep)	240	240	96	96	128	-	128	-	-	19	16	-	963
subtotals	1,044	852	96	96	176	-	128	-	-	19	16	-	2,427
b. Quality Control and Quality Assurance													
Develop QA/QC Plan	80												80
QA/QC Training	48												48
QA/QC Reviews													
Survey and Plats and Legals												234	234
Geotechnical												192	192
30% Design Concept Report	36	36	8	8	-	-	-	-	-	-	-	-	88
60% Preliminary Plans (8 contracts x 80 hrs)	256	256	80	80	64	32	36	24	24	24	16	-	892
90% Prefinal Plans (8 contracts x 64 hrs)	192	192	60	60	48	24	24	16	8	8	4	-	636
100% Final Plans (8 contracts x 24 hrs)	96	96	36	36	24	16	16	12	-	-	-	-	332
Subconsultant Audits (once/year over 4 years x 14 firms)	448	64	16	16	16	8	8	8	8	8	4	24	628
subtotals	1,156	644	200	200	152	80	84	60	40	40	24	450	3,130
c. Permitting, Utility Reporting and IGAs													
Permit Processing by DSE (analysis and permit application)													
IDNR Floodway Construction Permit (Flagg Creek)	-	-	-	-	-	240	-	-	-	-	-	-	240
IEPA Notice of Intent (8 Construction Contracts)	16	16	-	-	-	-	-	-	-	-	-	-	32
Prepare CCDD Forms 662 and 663 (8 Contracts)	32	32	-	-	-	-	-	-	-	-	-	-	64
Utility Reporting													
Prepare, submit and process NOIs	-	80	-	-	-	-	-	160	-	-	-	-	240
Prepare and submit monthly DURs (over 48 months)	-	192	-	-	-	-	-	384	-	-	-	-	576
Utility Meetings and Coordination (avg 1 mtg/month)	-	384	-	-	-	-	-	384	-	-	-	-	768
Review utility permits for compliance with design	-	120	-	-	-	-	-	120	-	-	-	-	240
Coordinate and assist with FCWRD permitting	-	60	-	-	-	-	-	80	-	-	-	-	140
IGAs and other agreements													
Review IGAs for compliance with design plans	-	96	-	-	-	-	-	-	-	-	-	-	96
subtotals	48	980	-	-	-	240	-	1,128	-	-	-	-	2,396
d. Community and Governmental Outreach Assistance													
<i>Community and Governmental Outreach to be led by DCM.</i>													
Prepare exhibits and analysis to support outreach program	320	80	-	-	-	-	-	-	-	-	-	-	400
Attend pre-meetings and outreach meetings as needed	120	360	-	-	-	-	-	-	-	-	-	-	480
subtotals	440	440	-	-	-	-	-	-	-	-	-	-	880
e. Mentor/Protégé Development and Reporting													
Monthly Meetings and Reporting (48 months)	576	576	192	192	-	-	-	-	-	-	-	-	1,536
subtotals	576	576	192	192	-	-	-	-	-	-	-	-	1,536
f. Administration and Management													
Administration and Management (GSG)													282
Administration and Management (ASE)													816
Administration and Management (4%)	2,640	1,571	353	367	291	128	125	57	65	60	40	76	5,773
subtotals	2,640	1,571	353	367	291	128	125	57	65	60	40	1,174	6,871
Administration, Management and QA/QC Manhour Summary Table													
	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	Total
a. Project Meetings	1,044	852	96	96	176	-	128	-	-	19	16	-	2,427
b. Quality Control and Quality Assurance	1,156	644	200	200	152	80	84	60	40	40	24	450	3,130
c. Permitting, Utility Reporting and IGAs	48	980	-	-	-	240	-	1,128	-	-	-	-	2,396
d. Community and Governmental Outreach Assistance	440	440	-	-	-	-	-	-	-	-	-	-	880
e. Mentor/Protégé Development and Reporting	576	576	192	192	-	-	-	-	-	-	-	-	1,536
f. Administration and Management	2,640	1,571	353	367	291	128	125	57	65	60	40	1,174	6,871
Administration, Management and QA/QC Totals	5,904	5,063	841	855	619	448	337	1,245	105	119	80	1,624	17,240

EXHIBIT F-5
MANHOOR ESTIMATE - CONTINGENCIES

CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

The following tasks have been identified as Additional Services to the Contract. The work requires preauthorization by the Chief Engineer before use.

- a. Additional contract re-packaging for advanced work, small business set asides, etc. (1 package, < \$5M ea.)
- b. I-294 over I-55: Replacement Bridge Design & MOT along I-55

	Manhours											
	<u>TS</u>	<u>HA</u>	<u>HBM</u>	<u>MIL</u>	<u>BLA</u>	<u>FC</u>	<u>AM</u>	<u>SE3</u>	<u>AF</u>	<u>OR</u>	<u>Others</u>	<u>Total</u>
a. Additional contract re-packaging for advanced work, small business set asides, etc. (1 package, < \$5M ea.)												
	500	-	-	-	-	-	-	-	-	-	-	500
subtotals	500	-	-	-	-	-	-	-	-	-	-	500
b. I-294 over I-55: Replacement Bridge Design & MOT along I-55												
Scope	4,000	-	-	-	-	-	-	-	-	-	-	4,000
subtotals	4,000	-	-	-	-	-	-	-	-	-	-	4,000

Contingency Manhour Summary Table

	<u>TS</u>	<u>HA</u>	<u>HBM</u>	<u>MIL</u>	<u>BLA</u>	<u>FC</u>	<u>AM</u>	<u>SE3</u>	<u>AF</u>	<u>OR</u>	<u>Others</u>	<u>Total</u>
a. Additional contract re-packaging for advanced work, small business set asides, etc. (1 package, < \$5M ea.)	500	-	-	-	-	-	-	-	-	-	-	500
b. I-294 over I-55: Replacement Bridge Design & MOT along I-55	4,000	-	-	-	-	-	-	-	-	-	-	4,000
Contingency Totals	4,500	-	-	-	-	-	-	-	-	-	-	4,500

EXHIBIT F-4
MANHOURLY SUMMARY TABLE
 CONTRACT I-17-4298
 TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION
 I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)

Exhibit F-0 - Survey/Geotechnical/SUE

	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	Total
a. Supplemental Survey and Plats and Legals	496	200	-	-	-	-	-	-	-	-	-	6,438	7,134
b. Supplemental Geotechnical Investigations	-	594	-	-	-	-	-	-	-	-	-	4,492	5,086
c. Supplemental SUE investigations	-	40	-	-	-	-	-	80	-	-	-	470	590
Survey/Geotechnical/SUE Subtotals	496	834	-	-	-	-	-	80	-	-	-	11,400	12,810

Exhibit F-1 - Concept Design Validation

	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	Total
a. Data Collection	70	130	-	-	-	-	-	-	200	-	-	-	400
b. Geometric Studies	402	402	-	-	-	-	-	-	-	-	-	-	804
c. Roadside Safety Analysis	288	-	-	-	-	-	-	-	-	-	-	-	288
d. Signing and Pavement Marking	-	-	-	-	-	-	-	-	-	128	-	-	128
e. Roadway Lighting Concepts	-	-	-	-	-	-	80	-	-	-	-	-	80
f. Drainage Studies	40	-	-	-	64	240	-	-	-	-	-	-	344
g. Landscaping and Erosion Control Concepts	-	-	-	200	-	-	-	-	-	-	-	-	200
h. Utility Interferences and Utility Services	-	560	-	-	-	-	-	-	-	-	-	-	560
i. Maintenance of Traffic	112	96	-	-	16	-	-	-	-	-	-	-	224
j. Structural Studies	72	468	544	74	68	-	-	-	-	-	-	-	1,226
k. Sustainability/INVEST Evaluations	104	-	-	-	-	-	-	-	-	-	-	-	104
l. Supplemental Environmental Studies	500	-	-	-	-	-	-	-	-	-	-	-	500
m. ITS/ATM/IPDC & duct bank (by others)	-	-	-	-	-	-	-	-	-	-	-	-	-
n. Update Right of Way Requirements	80	118	-	-	-	-	-	-	-	-	-	-	198
o. Permitting	32	88	-	-	-	-	-	-	-	-	-	-	120
p. Aesthetics	12	12	-	-	-	-	-	-	-	-	-	-	24
q. Concept Cost Estimate, Value Management and Constructability Reviews	64	168	-	108	-	-	-	-	-	-	-	-	340
r. Concept Design Report Review Technical Memorandum	326	266	-	-	-	-	-	-	-	-	-	-	592
Concept Design Subtotals	2,102	2,308	544	382	148	240	80	-	200	128	-	-	6,132

Exhibit F-2 - Plans, Specifications and Estimates

	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	Total
F-2a Advance Noise and Retaining Walls (MP 24.1 to MP 26.4)	11,000	-	3,501	4,026	906	-	-	96	72	-	440	-	20,041
F-2b Advance Noise and Retaining Walls (MP 26.4 to MP 27.8)	612	5,588	2,964	-	140	737	304	72	496	-	320	-	11,233
F-2c Mainline Reconstruction/Widening (MP 24.1 to MP 25.0)	11,446	-	-	584	3,552	-	728	320	162	296	-	-	17,088
F-2d Mainline Reconstruction/Widening (MP 25.0 to MP 26.4)	7,698	10,246	-	940	220	-	728	288	266	488	-	-	20,874
F-2e Mainline Reconstruction/Widening (MP 26.4 to MP 27.8)	1,008	16,688	1,372	940	220	2,214	694	288	336	408	-	-	24,168
F-2f I-294 Mainline Bridges over I-55 (MP 23.3)	-	3,496	-	-	32	-	-	56	-	-	-	-	3,584
F-2g I-55 Ramp A Bridge over I-294 (MP 24.1)	6,220	-	-	1,974	1,995	-	444	96	-	168	-	-	10,897
F-2h Relocation/Replacement of the FCWRD Sanitary Sewer	3,412	104	444	332	72	-	-	136	90	-	-	-	4,590
Plans, Specifications and Estimates Subtotals	41,396	36,122	8,281	8,796	7,137	2,951	2,898	1,352	1,422	1,360	760	-	112,475

Exhibit F-3 - Controls, Meetings, Management and QA/QC

	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	OR	Others	Total
a. Project Meetings	1,044	852	96	96	176	-	128	-	-	19	16	-	2,427
b. Quality Control and Quality Assurance	1,156	644	200	200	152	80	84	60	40	40	24	450	3,130
c. Permitting, Utility Reporting and IGAs	48	980	-	-	-	240	-	1,128	-	-	-	-	2,396
d. Community and Governmental Outreach Assistance	440	440	-	-	-	-	-	-	-	-	-	-	880
e. Mentor/Protégé Development and Reporting	576	576	192	192	-	-	-	-	-	-	-	-	1,536
f. Administration and Management	2,640	1,571	353	367	291	128	125	57	65	60	40	1,174	6,871
Controls, Meetings, Management and QA/QC Subtotals	5,904	5,063	841	855	619	448	337	1,245	105	119	80	1,624	17,240

Exhibit F-4 - Contingency

	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	Total
a. Additional contract re-packaging for advanced work, small business set asides, etc. (1 package, < \$5M ea.)	500	-	-	-	-	-	-	-	-	-	-	-	500
b. I-294 over I-55: Replacement Bridge Design & MUI along I-55	4,000	-	-	-	-	-	-	-	-	-	-	-	4,000
Contingency Subtotals	4,500	-	-	-	-	-	-	-	-	-	-	-	4,500

	TS	HA	HBM	MIL	BLA	FC	AM	SE3	AF	OR	TM	Others	Total
Exhibit F-0 - Survey/Geotechnical/SUE	496	834	-	-	-	-	-	80	-	-	-	11,400	12,810
Exhibit F-1 - Concept Design Validation	2,102	2,308	544	382	148	240	80	-	200	128	-	-	6,132
Exhibit F-2 - Plans, Specifications and Estimates	41,396	36,122	8,281	8,796	7,137	2,951	2,898	1,352	1,422	1,360	760	-	112,475
Exhibit F-3 - Controls, Meetings, Management and QA/QC	5,904	5,063	841	855	619	448	337	1,245	105	119	80	1,624	17,240
Base Total	49,898	44,327	9,666	10,033	7,904	3,639	3,315	2,677	1,727	1,607	840	13,024	148,657
Exhibit F-4 - Contingency	4,500	-	-	-	-	-	-	-	-	-	-	-	4,500
Contingency Total	4,500	-	-	-	-	-	-	-	-	-	-	-	4,500



Contract Number: I-17-4298

Project Description: I-294 Tri-State Tollway
(MP 24.1 to MP 27.8)

Exhibit F-LS : Attachment B
CONTRACT TASK TOTALS
TranSystems/Hanson Team

TASK DESCRIPTION	TOTAL	PRIME TSC		1 HPS		2 AFC		3 ASE					
		\$	% Cont.	% Task	\$	% Cont.	% Task	\$	% Cont.	% Task			
A LEVEL OF EFFORT	\$2,584,110.00	\$936,200.00	4.16%	36.23%	\$802,000.00	3.56%	31.04%	\$13,700.00	0.06%	0.53%	\$105,400.00	0.47%	4.08%
B CONCEPT DESIGN VALIDATION	\$943,640.00	\$333,300.00	1.48%	35.32%	\$366,500.00	1.63%	38.84%	\$26,000.00	0.12%	2.76%	\$0.00	0.00%	0.00%
C I-55 RAMP A BRIDGE OVER I-294	\$1,569,660.00	\$986,700.00	4.39%	62.86%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%
D ADV NAW & RAW (MP 24.1 to 26.4)	\$2,989,070.00	\$1,744,800.00	7.75%	58.37%	\$0.00	0.00%	0.00%	\$9,300.00	0.04%	0.31%	\$0.00	0.00%	0.00%
E ADV NAW & RAW (MP 26.4 to 27.8)	\$1,670,500.00	\$96,900.00	0.43%	5.80%	\$884,400.00	3.93%	52.94%	\$64,200.00	0.29%	3.84%	\$0.00	0.00%	0.00%
F I-55 RAMPS to HINSDALE OASIS	\$2,510,780.00	\$1,815,600.00	8.07%	72.31%	\$0.00	0.00%	0.00%	\$21,200.00	0.09%	0.84%	\$0.00	0.00%	0.00%
G HINSDALE OASIS to 47th STREET	\$3,234,720.00	\$1,221,000.00	5.43%	37.75%	\$1,621,800.00	7.21%	50.14%	\$34,900.00	0.16%	1.08%	\$0.00	0.00%	0.00%
H 47th STREET to OGDEN AVENUE	\$3,670,020.00	\$159,900.00	0.71%	4.36%	\$2,641,900.00	11.74%	71.99%	\$43,900.00	0.20%	1.20%	\$0.00	0.00%	0.00%
I FCWRD SAN SEWER RELOCATION	\$704,300.00	\$541,200.00	2.41%	76.84%	\$16,600.00	0.07%	2.36%	\$11,800.00	0.05%	1.68%	\$0.00	0.00%	0.00%
J I-294 BRIDGES OVER I-55 (MP 23.3)	\$566,100.00	\$0.00	0.00%	0.00%	\$553,400.00	2.46%	97.76%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%
K SURVEY, SUE, PLATS & LEGALS	\$931,000.00	\$78,600.00	0.35%	8.44%	\$37,700.00	0.17%	4.05%	\$0.00	0.00%	0.00%	\$644,600.00	2.86%	69.24%
L SUPP. GEOTECH INVESTIGATIONS	\$1,126,100.00	\$0.00	0.00%	0.00%	\$94,000.00	0.42%	8.35%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%
TOTAL	\$22,500,000.00	\$7,914,200.00	35.17%		\$7,018,300.00	31.19%		\$225,000.00	1.00%		\$750,000.00	3.33%	



Contract Number: I-17-4298

Project Description: I-294 Tri-State Tollway
(MP 24.1 to MP 27.8)

Exhibit F-LS : Attachment B (Continued)
CONTRACT TASK TOTALS
TranSystems/Hanson Team

TASK DESCRIPTION	TOTAL	4		5		6		7					
		\$	% Cont.	% Task	\$	% Cont.	% Task	\$	% Cont.	% Task			
A LEVEL OF EFFORT	\$2,584,110.00	\$45,000.00	0.20%	1.74%	\$105,230.00	0.47%	4.07%	\$47,000.00	0.21%	1.82%	\$82,900.00	0.41%	3.60%
B CONCEPT DESIGN VALIDATION	\$943,640.00	\$12,000.00	0.05%	1.27%	\$20,920.00	0.09%	2.22%	\$39,000.00	0.17%	4.13%	\$0.00	0.00%	0.00%
C I-55 RAMP A BRIDGE OVER I-294	\$1,569,660.00	\$63,000.00	0.28%	4.01%	\$218,340.00	0.97%	13.91%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%
D ADV NAW & RAW (MP 24.1 to 26.4)	\$2,989,070.00	\$0.00	0.00%	0.00%	\$134,070.00	0.60%	4.49%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%
E ADV NAW & RAW (MP 26.4 to 27.8)	\$1,670,500.00	\$43,000.00	0.19%	2.57%	\$24,500.00	0.11%	1.47%	\$91,500.00	0.41%	5.48%	\$0.00	0.00%	0.00%
F I-55 RAMPS to HINSDALE OASIS	\$2,510,780.00	\$100,000.00	0.44%	3.98%	\$414,240.00	1.84%	16.50%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%
G HINSDALE OASIS to 47th STREET	\$3,234,720.00	\$87,000.00	0.39%	2.69%	\$38,500.00	0.17%	1.19%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%
H 47th STREET to OGDEN AVENUE	\$3,670,020.00	\$100,000.00	0.44%	2.72%	\$38,500.00	0.17%	1.05%	\$272,500.00	1.21%	7.43%	\$0.00	0.00%	0.00%
I FCWRD SAN SEWER RELOCATION	\$704,300.00	\$0.00	0.00%	0.00%	\$12,600.00	0.06%	1.79%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%
J I-294 BRIDGES OVER I-55 (MP 23.3)	\$566,100.00	\$0.00	0.00%	0.00%	\$5,600.00	0.02%	0.99%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%
K SURVEY, SUE, PLATS & LEGALS	\$931,000.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%
L SUPP. GEOTECH INVESTIGATIONS	\$1,126,100.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%	\$1,032,100.00	4.59%	91.65%
TOTAL	\$22,500,000.00	\$450,000.00	2.00%		\$1,012,500.00	4.50%		\$450,000.00	2.00%		\$1,125,000.00	5.00%	



Contract Number: I-17-4298

Project Description: I-294 Tri-State Tollway
(MP 24.1 to MP 27.8)

Exhibit F-LS : Attachment B (Continued)
CONTRACT TASK TOTALS
TranSystems/Hanson Team

TASK DESCRIPTION	TOTAL	8 HBK		9 HBM		10 MIL		11 ORI					
		\$	% Cont.	% Task	\$	% Cont.	% Task	\$	% Cont.	% Task			
A LEVEL OF EFFORT	\$2,584,110.00	\$20,000.00	0.09%	0.77%	\$117,000.00	0.52%	4.53%	\$115,000.00	0.51%	4.45%	\$16,680.00	0.07%	0.65%
B CONCEPT DESIGN VALIDATION	\$943,640.00	\$0.00	0.00%	0.00%	\$76,000.00	0.34%	8.05%	\$52,000.00	0.23%	5.51%	\$17,920.00	0.08%	1.90%
C I-55 RAMP A BRIDGE OVER I-294	\$1,569,660.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%	\$266,000.00	1.18%	16.95%	\$23,520.00	0.10%	1.50%
D ADV NAW & R/W (MP 24.1 to 26.4)	\$2,989,070.00	\$0.00	0.00%	0.00%	\$489,000.00	2.17%	16.36%	\$541,000.00	2.40%	18.10%	\$0.00	0.00%	0.00%
E ADV NAW & R/W (MP 26.4 to 27.8)	\$1,670,500.00	\$0.00	0.00%	0.00%	\$414,000.00	1.84%	24.78%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%
F I-55 RAMPS to HINSDALE OASIS	\$2,510,780.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%	\$78,000.00	0.35%	3.11%	\$41,440.00	0.18%	1.65%
G HINSDALE OASIS to 47th STREET	\$3,234,720.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%	\$127,000.00	0.56%	3.93%	\$68,320.00	0.30%	2.11%
H 47th STREET to OGDEN AVENUE	\$3,670,020.00	\$0.00	0.00%	0.00%	\$193,000.00	0.86%	5.26%	\$127,000.00	0.56%	3.46%	\$57,120.00	0.25%	1.56%
I FCWRD SAN SEWER RELOCATION	\$704,300.00	\$0.00	0.00%	0.00%	\$61,000.00	0.27%	8.66%	\$44,000.00	0.20%	6.25%	\$0.00	0.00%	0.00%
J I-294 BRIDGES OVER I-55 (MP 23.3)	\$566,100.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%
K SURVEY, SUE, PLATS & LEGALS	\$931,000.00	\$160,000.00	0.71%	17.19%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%
L SUPP. GEOTECH INVESTIGATIONS	\$1,126,100.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%	\$0.00	0.00%	0.00%
TOTAL	\$22,500,000.00	\$180,000.00	0.80%		\$1,350,000.00	6.00%		\$1,350,000.00	6.00%		\$225,000.00	1.00%	



Contract Number: I-17-4298

Project Description: I-294 Tri-State Tollway
(MP 24.1 to MP 27.8)

Exhibit F-LS : Attachment B (Continued)

CONTRACT TASK TOTALS

TransSystems/Hanson Team

TASK DESCRIPTION	TOTAL		12 SE3		13 TST			
	\$	% Cont.	\$	% Cont.	\$	% Cont.	\$	% Cont.
A LEVEL OF EFFORT	\$2,584,110.00	0.70%	\$157,200.00	6.08%	\$10,800.00	0.06%	\$10,800.00	0.42%
B CONCEPT DESIGN VALIDATION	\$943,640.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
C I-55 RAMP A BRIDGE OVER I-294	\$1,569,660.00	0.05%	\$12,100.00	0.77%	\$0.00	0.00%	\$0.00	0.00%
D ADV NAW & RAW (MP 24.1 to 26.4)	\$2,989,070.00	0.05%	\$12,100.00	0.40%	\$68,800.00	0.26%	\$68,800.00	1.97%
E ADV NAW & RAW (MP 26.4 to 27.8)	\$1,670,500.00	0.04%	\$9,100.00	0.54%	\$42,900.00	0.19%	\$42,900.00	2.57%
F I-55 RAMPS to HINSDALE OASIS	\$2,510,780.00	0.18%	\$40,300.00	1.61%	\$0.00	0.00%	\$0.00	0.00%
G HINSDALE OASIS to 47th STREET	\$3,234,720.00	0.16%	\$36,200.00	1.12%	\$0.00	0.00%	\$0.00	0.00%
H 47th STREET to OGDEN AVENUE	\$3,670,020.00	0.16%	\$36,200.00	0.99%	\$0.00	0.00%	\$0.00	0.00%
I FCWRD SAN SEWER RELOCATION	\$704,300.00	0.08%	\$17,100.00	2.43%	\$0.00	0.00%	\$0.00	0.00%
J I-294 BRIDGES OVER I-55 (MP 23.3)	\$566,100.00	0.03%	\$7,100.00	1.25%	\$0.00	0.00%	\$0.00	0.00%
K SURVEY, SUE, PLATS & LEGALS	\$931,000.00	0.04%	\$10,100.00	1.08%	\$0.00	0.00%	\$0.00	0.00%
L SUPP. GEOTECH INVESTIGATIONS	\$1,126,100.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
TOTAL	\$22,500,000.00	1.50%	\$337,500.00	1.50%	\$112,500.00	0.50%	\$112,500.00	0.0%