

RESOLUTION NO. 21419


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, Widening and Bridge Rehabilitation, on the Tri-State Tollway (I-294) from Milepost 36.2 (Wolf Road) to Milepost 37.8 (O'Hare Oasis), on Contract No. I-17-4302. V3 Companies of Illinois, Ltd./Michael Baker International, Inc., has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$10,600,000.00. 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 V3 Companies of Illinois, Ltd./Michael Baker International, Inc., to obtain Design Services, for Contract No. I-17-4302 with an upper limit of compensation not to exceed \$10,600,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman



December 22, 2017

Mr. Robin L. Petroelje, President
V3 Companies of Illinois, Ltd. /Michael Baker International, Inc.
(V3CMBJTM)
7325 Janes Avenue
Woodridge, IL 60517

Re: Contract I-17-4302
Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, Wolf Road
(M.P. 36.2) to O'Hare Oasis (M.P. 37.8)
Design Section Engineering Services

NOTICE TO PROCEED

Dear Mr. Petroelje:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated November 1, 2017, for Design Section Engineering Services for Contract I-17-4302. You are hereby authorized to commence with the work as of December 22, 2017, and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

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


This contract is subject to the Illinois Procurement Code 30 ILCS 500. 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 Michael Wicks at 630-241-6800 extension 3927 for further information.

Sincerely,


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

cc: Greg Stukel
Michael Wicks
John Donato
Contract Services
Lane Closures

Dorothy Jablonski
Sue Biggs
Victoria Santiago
Programs Controls

File: 02.4302.01.04 LT_Tollway_PDK_4302V3CMBJ TM_NTP_12222017



January 2, 2018

Mr. Robin L. Petroelje, President
V3 Companies of Illinois, Ltd. /Michael Baker International, Inc.
(V3CMBJTM)
7325 Janes Avenue
Woodridge, IL 60517


Re: Contract I-17-4302
Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, Wolf Road
(M.P. 36.2) to O'Hare Oasis (M.P. 37.8)
Design Section Engineering Services

Dear Mr. Petroelje:

Enclosed is one fully executed Duplicate Original of the Agreement by and between V3 Companies of Illinois, Ltd. /Michael Baker International, Inc., (V3CMBJTM) and The Illinois Tollway.

This Agreement is transmitted to your attention for your records.

Sincerely,


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

Enclosure

cc: PM – Michael Wicks

File: 02-4302-01-01 LT_Tollway_PDK_4302-V3CMBJ-TM_01022018



Contract: I-17-4302

PSB: 17-3, Item 7

Consultant: V3 Companies of Illinois, Ltd/ Michael Baker International

PM: M. Wicks

Reviewer: E. Nava

Review Date: 12/11/2017

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

Exhibits A-H

Final Review

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

1.4.7 Item 7. I-17-4302, Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, Wolf Road (M.P. 36.2) to O'Hare Oasis (M.P. 37.8)

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 bridge rehabilitation 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 Wolf Road (M.P. 36.2) and the O'Hare Oasis (M.P. 37.8). 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 one construction package as follows:

1. Mainline contract from Wolf Road to O'Hare Oasis.
2. Bensenville RR yard bridge advance lighting installation.

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

1. Design of roadway.
2. Reconstruction / rehabilitation of bridges.
3. New drainage structures and modification of existing drainage system.
4. Provide erosion control for all construction zones.
5. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual.
6. Provide pavement markings, delineators and signage for the contract limits.
7. 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.
8. Update roadway lighting as required.
9. Provide maintenance of traffic plans including those for impacts to local facilities.
10. Protection and / or relocation of utilities.
11. All other appurtenant and miscellaneous items.

The following structures are included in this project:

- Bridge 289C: Silver Creek: one mainline structure
- Bridges 396/397: Bensenville Yard: two mainline structures

Construction estimate: Category F.

Firms must be prequalified by IDOT in the following categories:

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

The Tollway will allow a prime firm to meet the prequalifications for Structures (Railroad Bridges), 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.

Nava, Elvia

From: Wicks, Michael
Sent: Monday, December 11, 2017 3:06 PM
To: Nava, Elvia
Subject: RE: V3/Michael Baker Teaming - Contract #I-17-4302

Amount is correct

Mike Wicks, P.E.
Illinois Tollway
630.241.6800 ext.3927
630.364.0071 (cell)

From: Nava, Elvia
Sent: Monday, December 11, 2017 3:03 PM
To: Wicks, Michael
Subject: RE: V3/Michael Baker Teaming - Contract #I-17-4302
Importance: High

Mike,

Can you please confirm the contract dollar amount of: \$10,600,000.00 for the contract?

Thanks,

Elvia

From: Davis-Adams, Linda
Sent: Thursday, November 09, 2017 2:05 PM
To: Nava, Elvia
Subject: FW: V3/Michael Baker Teaming - Contract #I-17-4302

FYI, see email below

Linda Davis-Adams
Contract Payment Expediter Supervisor
The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
630-241-6800 Ext. 3363
Fax 630-241-6105
Email: Ldavis-adams@getipass.com

From: Wicks, Michael
Sent: Thursday, November 09, 2017 2:04 PM
To: Davis-Adams, Linda
Subject: RE: V3/Michael Baker Teaming - Contract #I-17-4302

Linda

I concur
Thanks

Mike Wicks, P.E.
Illinois Tollway
630.241.6800 ext.3927
630.364.0071 (cell)

From: Davis-Adams, Linda
Sent: Thursday, November 09, 2017 1:39 PM
To: Wicks, Michael
Subject: V3/Michael Baker Teaming - Contract #I-17-4302
Importance: High

Mike,

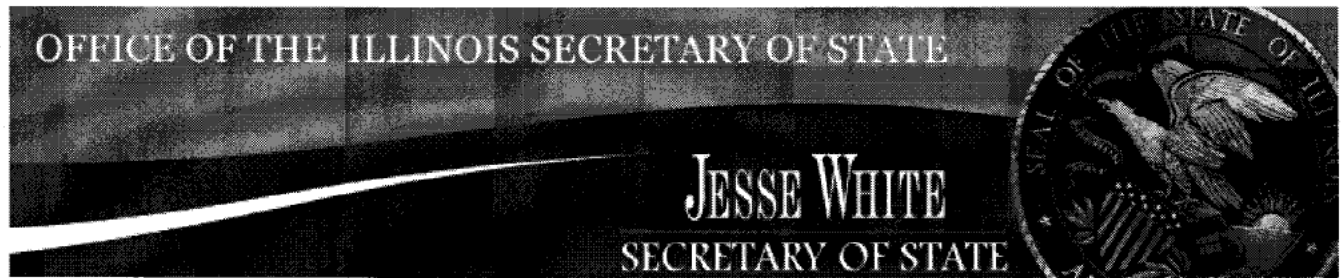
Please verify if the following information below is correct:

The Contract start date per the Exhibit A is **January 1, 2018**
The Substantial Completion Date is **December 31, 2022**
The Contract Expiration Date is **November 29, 2027**

Thank you,

Linda Davis-Adams
Contract Payment Expediter Supervisor
The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
630-241-6800 Ext. 3363
Fax 630-241-6105
Email: Ldavis-adams@getipass.com

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CORPORATION FILE DETAIL REPORT

File Number	53203787		
Entity Name	V3 COMPANIES OF ILLINOIS LTD.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	09/13/1983	State	ILLINOIS
Agent Name	JOHN M WIORA	Agent Change Date	07/31/2008
Agent Street Address	7325 JANES AVE	President Name & Address	ROBIN L PETROELJE [REDACTED]
Agent City	WOODRIDGE	Secretary Name & Address	LOUIS J GALLUCCI [REDACTED]
Agent Zip	60517	Duration Date	PERPETUAL
Annual Report Filing Date	08/29/2017	For Year	2017
Assumed Name	ACTIVE - V3 CONSULTANTS INACTIVE - V3 INFRASTRUCTURE SERVICES, LTD. ACTIVE - V3 COMPANIES OF ILLINOIS		
Old Corp Name	09/16/1998 - SDI CONSULTANTS, LTD. 12/18/2000 - SDI CONSULTANTS, LTD. OF ILLINOIS 02/17/2005 - V3 CONSULTANTS, LTD. OF ILLINOIS		

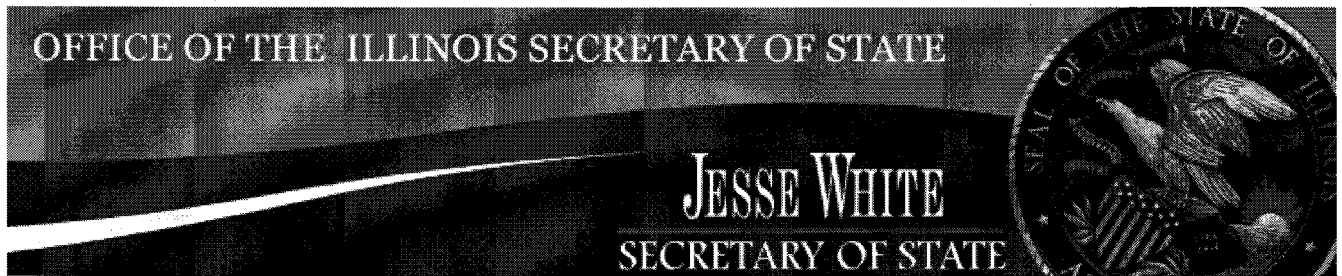
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[Change of Registered Agent and/or Registered Office Address](#)
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

I-17-4302



CORPORATION FILE DETAIL REPORT

File Number	50153169		
Entity Name	MICHAEL BAKER INTERNATIONAL, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	12/29/1972	State	PENNSYLVANIA
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	00/00/0000
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	BRIAN A LUTES 500 GRANT ST #5400 PITTSBURGH PA 15219
Agent City	CHICAGO	Secretary Name & Address	H JAMES MCKNIGHT SAME
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	12/06/2017	For Year	2017
Old Corp Name	07/06/2015 - MICHAEL BAKER, JR., INC.		

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(One Certificate per Transaction)

OTHER SERVICES

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[Adopting Assumed Name](#)
[Articles of Amendment Effecting A Name Change](#)
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I-17-4302

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

06:34 11/09/17

ACTION: S

V3 Companies of Illinois, LTD

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: [REDACTED]

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 11/09/17 AT 06:41 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

1-17-4302

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

06:34 11/09/17

ACTION: S

Michael Baker

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 11/09/17 AT 06:44 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

06:34 11/09/17

ACTION: S

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 11/09/17 AT 06:45 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

1-17-4302

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

06:34 11/09/17

ACTION: S

Ames Engineering

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 11/09/17 AT 06:46 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

06:34 11/09/17

ACTION: S

Agua Vitae Eng.

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 11/09/17 AT 06:47 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

1-17-4302

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

06:34 11/09/17

ACTION: S

Dama Consultants, Inc.

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 11/09/17 AT 06:47 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

1-17-4302

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

06:34 11/09/17

ACTION: S

VENDOR NUMBER=



DB Sterlin

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 11/09/17 AT 06:48 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

1-17-4302

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:36 12/06/17

ACTION: S

GSG Consultants, Inc.

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 12/06/17 AT 09:36 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

I-17-4302

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

06:34 11/09/17

ACTION: S

SE3, LLC

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 11/09/17 AT 06:49 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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I-17-4302

Unified Certification Program - Search

Contractor Details

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

[Print](#)

AES Services, Inc. **Email:** msaleem@aesser.com
 MOHAMMED SALEEM **Phone:** 312-235-6783
 111 S. Wacker Dr **Fax:** 312-235-6784
 Chicago, IL 60606-0000

County: Cook

Categories: Miscellaneous, Professional

NAICS	Speciality
541330-Civil engineering services	NAICS 541330 Civil engineering services NAICS
541330-Engineering services	541330 Engineering services NAICS 541330 Traffic engineering consulting services NAICS 541370 Land surveying services
541330-Traffic engineering consulting services	
541370-Land surveying services	

I-17-4302



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

March 27, 2017

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Ahsan Siddiqi
Ames Engineering, Inc.
5413 Walnut Ave., Ste. 2F
Downers Grove, IL 60515

Dear Mr. Siddiqi:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for Ames Engineering, Inc. and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

In order to remain certified and in good standing, you must annually submit a No Change Affidavit. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises (bureau) within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there are any change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,

A solid black rectangular box redacting the signature of the Acting Bureau Chief.

Debra A. Clark, Acting Bureau Chief
Bureau of Small Business Enterprises

I-17-4302

Unified Certification Program - Search

Contractor Details

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

[Print](#)

Dama Consultants, Inc.

Bader A. Hafeez
P. O. Box 7199
Chicago, IL 60680-7199

County: Cook

Email: bhafeez@damaconsultants.com

Phone: (773) 870-1595

Fax:

Categories: Architecture\Engineering, Professional

NAICS

541320-Landscape Architectural Services
541330-Engineering Services
541715-Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)

Speciality

541320- URBAN PLANNING
541330- CONSTRUCTION INSPECTION
STUDIES: SAFETY
STUDIES: FEASIBILITY
STUDIES: TRAFFIC
TRAFFIC SIGNALS
541715- RESEARCH

I-17-4302



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUN 13 2016

Reynold Sterlin
D B Sterlin Consultants, Inc.
123 N. Wacker Dr. 20th Floor
Chicago, IL 60606

Dear Reynold Sterlin:

We are pleased to inform you that **D B Sterlin Consultants, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **4/15/2021**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **4/15/2017, 4/15/2018, 4/15/2019, and 4/15/2020**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **4/15/2021**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **2/15/2021**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

JUN 18 2016

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Page 2 of 2

D B Sterlin Consultants, Inc.

assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

- 541330 - **Engineering Services**
- 541370 - **Surveying and Mapping (except Geophysical) Services**
- 541611 - **Administrative Management and General Management Consulting Services**
- 541620 - **Environmental Consulting Services**
- 237310 - **Construction management, highway, road, street and bridge**
- 237990 - **Construction management, dam**
- 237990 - **Construction management, marine structure**
- 237990 - **Construction management, mass transit**
- 237990 - **Construction management, outdoor recreation facility**
- 237990 - **Construction management, tunnel**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Rich Butler
First Deputy Procurement Officer
RB/nw





547 W. Jackson Boulevard, Chicago, IL 60661

312.322.6900

metrarail.com

February 10, 2017

I-17-4302

Guillermo Garcia
GSG Consultants, Inc.
855 W. Adams Street – STE 200
Chicago, IL 60607

Dear Mr. Garcia:

Metra has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due **February 8, 2018**. Notification will be sent to you sixty (60) days prior to this date.

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

If there is any change in your certification that affect your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is grounds for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).



Your firms name will appear in the IL UCP directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed at www.metrarail.com under the Business Diversity DBE link. Your firm's name will appear in the IL UCP DBE Directory under the following:

NAICS Code: 541620, 541330, 238910, 541690

Specialty: 541620 – Environmental Consultants
541330 – Geotechnical Engineering, Civil Engineering, Construction Inspection,
Industrial Hygiene
238910 – Drilling Services
541690 – Safety Consulting Services

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Sincerely,



Janice R. Thomas, CPPB
Senior Division Director
Office of Diversity & Civil Rights

JRT:ms/kb

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

Nava, Elvia

From: Shaw, Julia
Sent: Tuesday, December 12, 2017 3:42 PM
To: Nava, Elvia
Cc: Flippin, Mark
Subject: RE: I-4302 V3/Michael Baker Team-Request for new vendor code

Vendor Code: VCO070 V3 COMPANIES OF IL LTD

From: Nava, Elvia
Sent: Tuesday, December 12, 2017 9:42 AM
To: Shaw, Julia
Cc: Flippin, Mark
Subject: I-4302 V3/Michael Baker Team-Request for new vendor code

Hello Julia,

Please see the attached request for new vendor for Managing Partner V3 Companies of Illinois, Ltd. This is a teaming agreement between V3 Companies of Illinois, Ltd. and Michael Baker, new contract #I-17-4302. If you have any questions please let me know.

Thanks,

Elvia Nava
PMO Team- Engineering Contract Services
The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
1-630-241-6800 x 3849
Email: enava@getipass.com

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.

Vendor Code Checklist

Name of Requestor: Michael Wicks

Check One:

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

Existing Vendor Code (if applicable):	
Vendor Name:	V3 Companies of Illinois, Ltd.
Contact Person Name:	Vincent J. DelMedico
Address:	7325 Janes Avenue, Woodridge, IL 60517
Phone:	630-724-9000
Fax:	630-724-9202
FEIN:	36-3252440
E-mail Address:	vdelmedico@v3co.com
Web Address:	www.v3co.com
Remittance Address:	7325 Janes Avenue, Woodridge, IL 60517

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:

PSB-3 Item 7, Contract I-17-4302, DSE Team Agreement with V3 Companies of Illinois, Ltd./Michael Baker International. V3 Companies of Illinois, Ltd. is the lead partner and will be responsible for invoicing.

Approved By:

 12/11/17

Requesting Department Chief
or
Designee Signature

Date

Procurement Department Chief
or
Designee Signature

Date

(if request originated outside of the Procurement Department)

Paul Kovacs, Chief Engineering Officer
Printed Name and Title

Roger Nondorf
Deputy Chief of Procurement

Note: This instruction will disappear when all data is complete

PSB 17-3 SOI Project Team: Prime and Sub-Consultant REQUIRED INFORMATION

Item # 7 I-17-4302 Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, Wolf Road (M.P. 36.2) to O'Hare Oasis (M.P. 37.8). Phase II Engineering Services.

Prime Consultant Information	Prime Contact Information (ONLY "1")		Diversity Information			ISTHA		IDOT		OTHER			
	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a D/M/W/B/E Yes / No	Does Proposal Contain Mentor Protégé Proposal Yes / No	Percentage Commitment of D/M/W/B/E on Project, INCLUDING PRIME, IF DBE	Percentage Commitment of VOSB on Project, INCLUDING PRIME, IF VOSB	Key Personnel Project Manager (1)	Key Personnel Project Engineer / Resident Engineer (1)	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee all Projects	Total Fee Remaining all Projects
V3CMBJ_TM (V3 Companies of	Vincent J. Del Medico, P.E.	630.724.9200	vdelmedico@v3co.com	No	Yes	25.00%	2.00%	Vincent J. Del Medico, P.E.	Issac Yun, P.E.	\$ 23,165,000	\$ 2,350,000	\$ 17,524,000	\$ 1,336,000
<p>NOTE: Provide only One (1) Person under Key Personnel</p> <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 (ONLY "1")

Sub-Consultant Information	Sub Contact Information (ONLY "1")	Sub Role and % of Work	IL UCP, City of Chgo or N/A	City of Chicago, Cook County or N/A	City of Chicago, Cook County or N/A	City of Chicago, Cook County or N/A	City of Chicago, Cook County or N/A	Yes or No	Yes or No	Choose from the dropdown menu below	Male or Female	Yes or No
Sub-Consultant Firm Name	Provide "1" Project Manager for Sub-Consultant	Role (brief) of Sub-Consultant	Contact Phone Number (1)	Contact Email (1)	Percentage (%) of work to be performed by Sub-Consultant	DBE	WBE	SBA 8(a)	VOSB / SDVOSB	Ethnicity	Gender	M/P
V3CMBJ_TM (V3 Co/V3CMBJ_TM (Michael Bakc	John O'Neill	Structural OAC, Proj	312.575.3923	john.oneill@mbakreit	35.00%	N/A	N/A	No	No	Caucasian	Male	No
V3CMBJ_TM (V3 Co/AES Services, Inc. (V3 CONT	Janet Wackrow	Survey, Roadway Su	312.235.6783	jwackrow@aesser.cc	7.00%	City of Chgo	N/A	No	No	Asian Indian	Male	No
V3CMBJ_TM (V3 Co/Ames Engineering, Inc. (V3	Ahsan Siddiqi	Lighting Design	630.737.1987	ahsan.siddiqi@ame	2.00%	IL UCP	N/A	No	No	Asian	Male	No
V3CMBJ_TM (V3 Co/Aqua Vitae Engineering, LLC	Gary D. Paradoski, P	Drainage Design Sup	946.239.4512	gparadoski@aqua-vit	2.00%	N/A	N/A	No	Yes	Caucasian	Male	Yes
V3CMBJ_TM (V3 Co/DAMA Consultants, Inc. (V3	Bader Hafeez, P.E.	ITS	773.870.1595	bhafeez@damaconst	2.00%	IL UCP	N/A	Yes	No	African American	Male	No
V3CMBJ_TM (V3 Co/DB STERLIN CONSULTANT	William Kucera, P.E.	SUE, Structural Supp	312.857.1006	wkucera@dbsterlin.c	8.00%	N/A	N/A	No	No	African American	Female	No
V3CMBJ_TM (V3 Co/GSG Consultants, Inc. (V3 C	Ala Sassila, PhD, P	Geotechnical Investiga	312.733.6262	asassila@gsg-consult	3.00%	IL UCP	N/A	No	No	Hispanic	Male	No
V3CMBJ_TM (V3 Co/SE3, LLC (V3 Companies o	Jason Martin	Barrier Warrants, ITS	630.235.7176	jmartin@se3.us	3.00%	IL UCP	N/A	No	No	African American	Male	No

Intentionally Left Blank

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 & Bridge Rehab, WolfRd(M.P.36.2) to O'Hare Oasis(M.P.37.8) Project/Solicitation Number: I-17-4302
Name of Prime Vendor: V3 Companies of Illinois, Ltd. VOSB Compliance Contact: Vincent J. Del Medico, P.E.

Address: 7325 Janes Avenue
City: Woodridge State: IL Zip Code: 60517

Telephone: 630.724.9200 Fax: 630.724.9202 Email: vdelmedico@v3co.com

Name of Certified VOSB Vendor: Aqua Vitae Engineering, LLC

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

City: Arlington Heights State: IL Zip Code: 60005

Telephone: 847.239.4512 Fax: N/A Email: gparadoski@aqua-vitaegroup.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: Design to being in 2017

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

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

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

Drainage Support Services

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

Vendor (Company Name and D/B/A):
[Redacted]
Signature
Print Name: Vincent J. Del Medico
Title: Vice President
Date: 5/3/2017

Certified VOSB Vendor (Company Name and D/B/A):
[Redacted]
Signature
Print Name: Gary D. Paradoski
Title: President
Date: 5/3/2017



I-17-4302

ILLINOIS
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES
Michael M. Hoffman, Acting Director

Bruce Rauner, Governor

December 14, 2016

Gary Paradoski
Aqua Vitae Engineering LLC
125 S Burton Place
Arlington Heights, IL 60005

Dear Business Owner:

Re: NCA Certification Approval Veteran Owned Small Business (VOSB)
Certification Term Expires: January 23, 2018

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

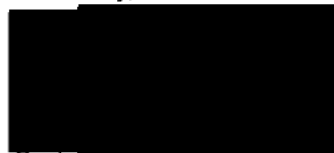
Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Veteran Owned Small Business (VOSB) goal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

NIGP 92517: CIVIL ENGINEERING

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

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

Sincerely,



Carlos Gutierrez
Certification Manager
Veteran Business Program

EXHIBIT E - VOSB
PARTNERING FOR GROWTH PROGRAM
FOR
VETERAN AND SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (VOSBs)
PSB: 17-3 ITEM: 7

MEMORANDUM OF UNDERSTANDING
BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A	THE PROTÉGÉ:	FIRM NAME ADDRESS
<hr/>		N	<hr/>	
V3 Companies of Illinois, Ltd.	7325 Janes Avenue, Woodridge, IL 60517	D	AquaVitae	125 S. Burton Place Arlington Heights, IL 60003

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

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

I. PROGRAM PURPOSE

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

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

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

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

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

Scope:

- Work not applicable to prequalification category(ies) 0.5%

Scope:

Drainage

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

2. In area(s) not being mentored: 1.5
____%
- Work the Protégé will self-perform
- Note: Protégé participation in this area is optional*
3. Total participation by the Protégé (Sum of 1. and 2.) 2.0
____%

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

Aqua Vitae is a relatively new firm that has extensive Drainage experience in the private sector but not for the Tollway. Tollway Drainage design experience will help Aqua Vitae increase its backlog and hire personnel so that it can become IDOT pre-qualified in Location Drainage.

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

During each phase and year of the design process for Tollway's Central Tri-State improvements, V3C design staff will work in concert with Aqua Vitae to ensure that there is a thorough understanding of the design criteria/standards to be followed as well as context issues that impact how criteria/standards are applied. V3C will work with Aqua Vitae staff to help develop an overall understanding of how contract plans and special provisions are prepared for Tollway design projects. V3C will also work with Aqua Vitae to develop an understanding of how the various design disciplines involved in a Tollway project (roadway, bridge structures, utilities, traffic staging, etc) interact with and impact each other.

Training will be conducted as related to plan preparation, development of pay item lists, quantity calculations and documenting QA/QC. V3C will prepare a management plan for oversight of Aqua Vitae staff that will address schedule, scope of work, labor hours required and work product for each step of the design and program management process. The QA/QC plan to be followed during this step will be developed by V3C and reviewed with Aqua Vitae's project engineer to provide training in QA procedures and the plan review process during each phase of plan development.

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

YES NO

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

N/A

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

YES NO

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

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

YES NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
PSB 17-2 RR-16-9198	TBD	Atlas Engineering	Documentation Engineer for Systemwide CM Upon Request
_____	_____	_____	_____
_____	_____	_____	_____

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

YES NO

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

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

V. STATEMENT OF COMMITMENT

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

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

[Redacted Signature]

SIGNATURE (Mentor Representative)

5/2/17

(Date)

[Redacted Signature]

SIGNATURE (Protégé Representative)

5/2/2017

(Date)

Davis-Adams, Linda

From: Robinson, Lynnette
Sent: Friday, November 10, 2017 9:16 AM
To: Davis-Adams, Linda
Subject: RE: V3/Michael Baker Teaming Partnering for Growth Agreement - contract #I-17-4302
- Approved

Approved.

From: Cerpa, Paul
Sent: Thursday, November 09, 2017 5:41 PM
To: Robinson, Lynnette
Subject: Re: V3/Michael Baker Teaming Partnering for Growth Agreement - contract #I-17-4302

Approved.

Sent from my iPhone

On Nov 9, 2017, at 3:04 PM, Robinson, Lynnette <lrobinson@getipass.com> wrote:

Paul,

I have reviewed and I approve of the attached Partnering for Growth Agreement between V3 Companies and AquaVitae. Please review and approve if you are in acceptance of this agreement.

Regards,

Lynnette Robinson

Lynnette Robinson

Consultant for Diversity and Engineering
Illinois State Toll Highway Authority
2700 Ogden Ave.
Downers Grove, IL 60515
630.241.6800 x 3208
lrobinson@getipass.com

From: Davis-Adams, Linda
Sent: Thursday, November 09, 2017 2:54 PM
To: Robinson, Lynnette
Subject: V3/Michael Baker Teaming Partnering for Growth Agreement - contract #I-17-4302

Good morning Lynnette,

I have attached the V3 Companies/Michael Baker TM Partnering for Growth Agreement for contract #-17-4302. Please review and approve.

Thank you,

Linda Davis-Adams
Contract Payment Expediter Supervisor
The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
630-241-6800 Ext. 3363
Fax 630-241-6105
Email: Ldavis-adams@getipass.com

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.

<I-17-4302 Partnering for Growth.pdf>

Contract: I-17-4302

Prime: V3 Companies of Illinois / Michael Baker International, Inc.

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:	Vince Del Medico		
Firm:	V3 Companies of Illinois, Ltd.		
Category:	IL Licensed Professional Engineer		
License #:	062-052786		
Year Registered:	1999	State:	IL
Office Address:	7325 Janes Avenue		
City:	Woodridge	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:	Isaac Yun		
Firm:	Michael Baker International, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-062257		
Year Registered:	2009	State:	IL
Office Address:	200 W Adams St., Ste 2800		
City:	Chicago	State:	IL

Roadway Engineer (Items 1-9, 14, 15, 23, 30-33)			
Name:	Jake Bauer		
Firm:	V3 Companies of Illinois, Ltd.		
Category:	IL Licensed Professional Engineer		
License #:	062-064761		
Year Registered:	2013	State:	IL
Office Address:	7325 Janes Avenue		
City:	Woodridge	State:	IL

Structural Engineer (Items 1-11, 23, 30-33)			
Name:	Kent Zinn		
Firm:	Michael Baker International, Inc.		
Category:	IL Licensed Structural Engineer		
License #:	081-005828		
Year Registered:		State:	IL
Office Address:	200 W Adams St., Ste 2800		
City:	Chicago	State:	IL

Roadway QC/QA (Items 1-15 & 31-33)			
Name:	Dave Heslinga		
Firm:	V3 Companies of Illinois, Ltd.		
Category:	IL Licensed Professional Engineer		
License #:	062-036274		
Year Registered:	1978	State:	IL
Office Address:	7325 Janes Avenue		
City:	Woodridge	State:	IL

Structures QC/QA (Items 1-15 & 31-33)			
Name:	John Dietrick		
Firm:	Michael Baker International Inc.		
Category:	PE / SE		
License #:	062.051080 / 081.005644		
Year Registered:	2012/2014	State:	IL
Office Address:	200 W Adams St., Ste 2800		
City:	Chicago	State:	IL

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

TEAMING AGREEMENT

THIS TEAMING AGREEMENT (this "**Agreement**") is dated as of December 11, 2017 (the "**Effective Date**"), by and between and V3 COMPANIES OF ILLINOIS LTD ("V3") and MICHAEL BAKER INTERNATIONAL ("MBI") and together with V3, (the "**Team**"). The Team Statement of Interest Firm Name Code as specified by the Illinois Tollway is "V3CMBJ".

WHEREAS, the Team wishes to provide Phase II design engineering services to complete the Illinois Tollway project advertised in PSB 17-3, Item 7: "'Contract I-17-4302, Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, Wolf Road (Mile Post 36.2) to O'Hare Oasis (Mile Post 37.8)" (the "**Project**").

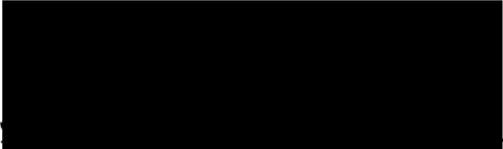
NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Team Members and Team Lead; Invoicing. V3 and MBI shall each be a "**Team Member**" and V3 shall be the "**Team Lead**" for the Project. As Team Lead, V3 shall invoice on behalf of the Team.
2. Percentage Interest / Share. The team Members' percentage interests / shares for the Project is intended to be as follows: (a) V3 38%; and (b) MBI: 35%.
3. Rights and Responsibilities. V3 and MBI will be jointly responsible for all work in connection with the following Project categories: Highways (Freeways), Structures (Highway Bridges: Complex) and Structures (Railroad Bridges).
4. Insurance and Indemnification. Each Team Member will procure and maintain separate insurance policies that meet the Project requirements. Each Team Member shall indemnify the Team against claims arising from such Team Member's performance on the Project.
5. Term and Termination. The Team shall commence on the Effective Date and shall continue until the earlier of (a) completion of the Project; (b) the mutual agreement of the Team Members or (c) the withdrawal or other termination of either Team Member's participation and service on the Project or the Team. Upon termination under (b) or (c) above, (i) the Team Members shall remain jointly and severally liable for the obligations of the Team and the Team Members on the Project; and (ii) each Team Member hereby assigns to the Illinois Tollway its right to indemnification by the other Team Member.

[Signature page follows.]

IN WITNESS WHEREOF, the Team Members have executed this Agreement as of the date set forth above.

V3 COMPANIES OF ILLINOIS LTD.

By 

Name: Vincent J. Del Medico

Title: Vice President

MICHAEL BAKER INTERNATIONAL

By 

Name: John P. O'Neill

Title: Vice President

DESIGN SECTION ENGINEER
AGREEMENT INCLUDING TEAMING

The Board of Directors, on the 29th day of **November, 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 **V3 COMPANIES OF ILLINOIS, LTD / MICHAEL BAKER INTERNATIONAL (V3CMBJ TM)**, 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 **November 1, 2017**, to provide design section engineering services for Contract No. **I-17-4302** for **Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, Wolf Road (Mile Post 36.2) to O'Hare Oasis (Mile Post 37.8)**; 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 7**, 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-17-4302** for **Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, Wolf Road (Mile Post 36.2) to O'Hare Oasis (Mile Post 37.8)** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **November 1, 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 November 30, 2017** and ending **November 29, 2027**, in accordance with the schedule included in the attached proposal.

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

ARTICLE III

Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as shown in Exhibit "1") with an upper limit of compensation of **Ten Million, Six Hundred Thousand Dollars and No Cents (\$10,600,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

ARTICLE IV

Scope of the Service

The DESIGN SECTION ENGINEER represents that it has examined the project site, met with representatives of the TOLLWAY, and had an opportunity to ascertain the extent and the scope of services required to complete this project and is knowledgeable of the services to be performed within the time set forth in the Project Schedule indicated in Exhibit "1" hereof. The DESIGN SECTION ENGINEER further understands and agrees that all the services required to properly complete the services will be at or below the total estimated fee (Upper Limit of Compensation) established for this contract, and that only upon receipt of correspondence modifying the established scope of services for this contract from the Chief Engineering Officer, will any portion of the "Additional Services" provision of the said proposal Exhibit B 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 **V3 Companies of Illinois, Ltd / Michael Baker International (V3CMBJ TM)**, consents to the exclusive jurisdiction and venue of the courts located in DuPage County, State of Illinois.

Confidentiality

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

return any and all data collected, maintained, created or used in the course of the performance of the AGREEMENT, in whatever form it is maintained, promptly at the end of the AGREEMENT, or earlier at the request of the TOLLWAY, or notify the TOLLWAY in writing of its destruction with prior TOLLWAY approval only.

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

ARTICLE VI

Responsibility for Injuries and Damages

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

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

ARTICLE VII

Insurance

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

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

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

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

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

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

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

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

ARTICLE VIII

Ownership of Documents

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

ARTICLE IX

Financial Statement

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

ARTICLE X

Successors and Assigns

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

ARTICLE XI

Subcontractors

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

ARTICLE XII

Suspension

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

ARTICLE XIII

Termination

A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the DESIGN SECTION ENGINEER. Upon termination and within ten (10) days of said termination, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report, in form satisfactory to the Chief 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:

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

B. Termination for Cause

1. In the event the DESIGN SECTION ENGINEER fails to meet any of its contractual obligations, as set forth in this Agreement including the proposal, then the TOLLWAY, at its option, may consider the Agreement as canceled effective upon the delivery of written Notice of Termination for Cause to the DESIGN SECTION ENGINEER, and the DESIGN SECTION ENGINEER shall have no further claims or rights against the TOLLWAY except as set forth herein. The TOLLWAY may, as

additional remedies, and without prejudice to or waiver of any other right or remedy which it possesses hereunder or as a matter of law, complete the performance of the engineering services with its own forces, or secure services from any other available source and any difference in cost shall be charged back to the DESIGN SECTION ENGINEER, or at the option of the TOLLWAY the DESIGN SECTION ENGINEER shall promptly pay for or reimburse the TOLLWAY for any such difference in cost, or the TOLLWAY may deduct any such cost from any payments due or to become due the DESIGN SECTION ENGINEER, if any. In addition to any difference in cost for services incurred by the TOLLWAY, the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY for any costs, fees, or expenses, including administrative, engineering and legal expenses incurred by the TOLLWAY due to the failure of the DESIGN SECTION ENGINEER to meet such obligations. The foregoing costs, fees and expenses, may, at the direction of the TOLLWAY, be deducted from any sums remaining due for services properly performed prior to the effective date of the cancellation and termination.

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

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

3. Upon termination for cause, and within ten (10) days of such notice, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report in a form satisfactory to the Chief Engineering Officer of the TOLLWAY, including information as to all services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineering Officer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of services that have been performed under this Agreement by the DESIGN SECTION ENGINEER. In the case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief

Engineering Officer shall be final. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to the date of termination in accordance with the requirements of the Design Section Engineer's Manual for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Record Retention and Audit

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

The DESIGN SECTION ENGINEER shall maintain in the State of Illinois, for a

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

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

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

Failure to maintain or make available the books, records, and supporting documents required by this Section shall establish a presumption in favor of the

TOLLWAY for recovery of any funds paid by the TOLLWAY under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

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

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

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **V3 Companies of Illinois, Ltd, 7325 Janes Avenue, Woodridge, Illinois 60517**, 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-17-4302 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

 12/21/17
Chair/Executive Director-Signature Date
Robert Schillerstrom/Greg Bedalov

V3 COMPANIES OF ILLINOIS, LTD /
MICHAEL BAKER INTERNATIONAL
(V3CMBJ TM)


 12/14/17
President-Signature Date
V3 Companies of Illinois, Ltd

Robin L. Petrocic
Printed Name as Signed Above

APPROVED:
 12/21/17
Chief Financial Officer - Signature Date
Michael Colsch

 11/14/17
President-Signature Date
Michael Baker International

John P. O'Neill
Printed Name as Signed Above

APPROVED:
 12/21/17
General Counsel - Signature Date
Elizabeth Oplawski

ACTING

Approved as to Form and Constitutionality

 12-20-2017
Attorney General, State of Illinois - Robert Lane - Signature Date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-17-4302 the day and year first above written.


THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

V3 COMPANIES OF ILLINOIS, LTD /
MICHAEL BAKER INTERNATIONAL
(V3CMBJ TM)


By  12/22/17
Chair/Executive Director-Signature Date
Robert Schillerstrom/Greg Bedalov

 11/17/17
President-Signature Date
V3 Companies of Illinois, Ltd

Robin L. Petrocic
Printed Name as Signed Above

APPROVED:
 12/21/17
Chief Financial Officer - Signature Date
Michael Colsch


 11/14/17
President-Signature Date
Michael Baker International

APPROVED:
 12/27/17
General Counsel - Signature Date
Elizabeth Oplawski

John P. O'Neill
Printed Name as Signed Above

Acct 111

Elizabeth,
Your signature is needed on the duplicate signature page. This was originally signed on 12/21/17.
Thank you

10 Forr

of Illi

Please sign
Thank you

 X3880

DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER I-17-4302

This proposal, dated November 1, 2017, is submitted by V3 Companies of Illinois, Ltd/Michael Baker International (V3CMBJ TM) of Woodridge, Illinois for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-17-4302 for which we propose to provide Design Section Engineering Services is Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, Wolf Road (M.P. 36.2) to O'Hare Oasis (M.P. 37.8), in Cook County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

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

RESPONSIBILITY

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

FEE PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

Promotions resulting in labor rate increases will only be permitted if the promotion occurs on this project to a pre-approved contract position. Employees promoted within

the company will not be entitled to a rate increase on this project beyond the rate appropriate for the services being performed by the employee. Any increase will be at the date of the approved promotion.

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

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

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

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

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

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

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

The ADDITIONAL SERVICES PROVISION (if any) included in this proposal (see *Exhibit B*) will be for the sole purpose of funding increases in the Scope of Work, which

have been identified as potential extra services prior to the start of work. The additional services funds will not be used to cover costs for items included in the original Scope of Design Engineering Services. The authorization for the use of the Additional Services Funds must be in writing from the Chief Engineering Officer of the TOLLWAY.

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 10,600,000.00 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

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

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

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

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

PROGRESS REPORTS - The DESIGN SECTION ENGINEER will submit monthly progress and staffing reports including a narrative report and providing a brief

discussion of the status of the design. These reports must be submitted with the invoice covering the same period, and must be received by the TOLLWAY within 20 calendar days following the reporting period.

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

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

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

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

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

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

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

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

contract.

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

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

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

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

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT I-17-4302

SUBMITTED BY:

FIRM NAME: V3 Companies of Illinois, Ltd/Michael Baker International
(V3CMBJ TM)

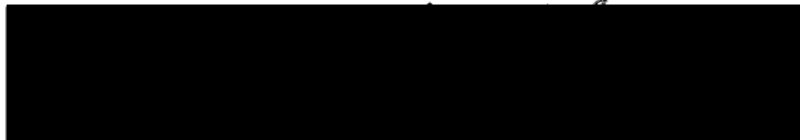
ADDRESS: 7325 Janes Avenue

CITY, STATE &
ZIP CODE: Woodridge, Illinois

TELEPHONE: 630-724-9200

FACSIMILE: 630-724-9202

SIGNED BY:



PRINTED NAME: Louis J. Gallucci

TITLE: Executive Vice President



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-17-4302

CONTRACTOR/CONSULTANT NAME: V3 Companies of Illinois, Ltd.

1. PAYMENT TERMS AND CONDITIONS:

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

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

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

State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

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

similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

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

ability to perform the contract.

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

25.2 **REPORT OF A CHANGE IN CIRCUMSTANCES:** The Contractor agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the CONTRACTOR's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the CONTRACTOR's

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

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

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

25.3 VENDOR SUPPLEMENTAL PROVISIONS


Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

V3 Companies of Illinois, Ltd. agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

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

V3 Companies of Illinois, Ltd. hereby agrees to the exceptions provided by _____ and to the Additional Terms and Conditions provided by Illinois State Toll Highway Authority.

Agreed: V3 Companies of Illinois, Ltd.	Agreed:
By: Vincent J. Del Medico, P.E.	By:
Signed: 	Signed:
Position: Vice President	Position:
Date: October 13, 2017	Date:



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

Date: October 13, 2017 **Project Number:** I-17-4302

Project Name: Tri-State Tollway Roadway Reconstruction and Bridge Rehabilitation, Wolf Road (M.P. 36.2) to O'Hare Oasis (M.P. 37.8). Phase II Engineering Services

**CONTRACTOR/
CONSULTANT
DELINQUENT DEBT REVIEW**

Sub-Contractor/Consultant Disclosure.

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

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

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

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

Contractor/Consultant: **V3 Companies of Illinois, Ltd.**
7325 Janes Avenue, Woodridge, IL 60517

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: vdelmedico@v3co.com

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

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

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
Michael Baker International, Inc.	[REDACTED]	200 W. Adams Street, Suite 2800 Chicago, IL 60606	Structural QAQC, Project Engineer, Roadway, Structural, Environmental, Rail Coordination	35%
AES Services, Inc.	[REDACTED]	111 S. Wacker Dr. Suite 3910 Chicago, IL 60606	Survey, Roadway Support	7%

Ames Engineering, Inc.	[REDACTED]	5413 Walnut Ave, Suite 2F Downers Grove, IL 60515	Lighting Design	2%
Aqua Vitae Engineering, LLC	[REDACTED]	125 S Burton Place, Arlington Heights, IL 6005	Drainage Design Support	2%
DAMA Consultants, Inc.	[REDACTED]	4524 W Washington Chicago, IL 60624	ITS	2%
DB STERLIN CONSULTANTS, INC	[REDACTED]	123 N. Wacker Drive, Suite 2000 Chicago, IL 60606	SUE, Survey/Plats	8%
GSG Consultants, Inc.	[REDACTED]	855 W. Adams Street, Suite 200 Chicago, IL 60607	Geotechnical Investigations	3%
SE3, LLC	[REDACTED]	3041 Woodcreek Drive, Suite 211 Downers Grove, IL 60515	Barrier Warrants	3%

Signature: [REDACTED]

Date: October 13, 2017

Printed Name: Vincent J. Del Medico, Vice President

**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.

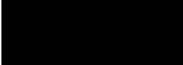
Name: N/A

Business Name: V3 Companies of Illinois, Ltd.

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 13, 2017

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 15603

V3 Companies of Illinois

7325 Janes Ave

Woodridge IL 60517

Information for this business last updated on:

Friday, March 6, 2015

Certificate produced on Friday, January 22, 2016 at 11:30 AM



EXHIBIT "1"

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Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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V3 Companies of Illinois, Ltd.

System Vendor Number: 20078332

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	3/1/2017
STATUS	Accepted
BUSINESS NAME	V3 Companies of Illinois, Ltd.
POINT OF CONTACT	Rozanne Ferguson
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	PU
2. NAME OF CEO/BUSINESS OWNER	Robin L. Petroelje	PU
3. ANNUAL SALES/GROSS RECEIPTS	50,944,000	PU
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	09/01/1983	PU
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	PU
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Rozanne Ferguson	PU
CONTACT PERSON TITLE	Marketing Manager	
CONTACT PERSON PHONE	630-724-9200	
CONTACT PERSON EMAIL	rferguson@v3co.com	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Chief Procurement Office (CPO)	PU
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Vendor Registration: View Form

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

V3 Companies of Illinois, Ltd.

System Vendor Number: 20078332

[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	3/1/2017
STATUS	Accepted
BUSINESS NAME	V3 Companies of Illinois, Ltd.
POINT OF CONTACT	Rozanne Ferguson
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 70

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

Vendor Registration: View Form

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

V3 Companies of Illinois, Ltd.

System Vendor Number: 20078332

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	3/1/2017
STATUS	Accepted
BUSINESS NAME	V3 Companies of Illinois, Ltd.
POINT OF CONTACT	Rozanne Ferguson
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	190 FD
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. FD 130376-00

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 FD

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

Vendor Registration: View Form

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

V3 Companies of Illinois, Ltd.

System Vendor Number: **20078332**

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	3/1/2017
STATUS	Accepted
BUSINESS NAME	V3 Companies of Illinois, Ltd.
POINT OF CONTACT	<u>Rozanne Ferguson</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. FD

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 FD

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 FD

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 FD

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 FD

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

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

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

Yes

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.

15603

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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Vendor Registration: View Form

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V3 Companies of Illinois, Ltd.

System Vendor Number: 20078332

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	3/1/2017
STATUS	Accepted
BUSINESS NAME	V3 Companies of Illinois, Ltd.
POINT OF CONTACT	Rozanne Ferguson
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?	P
No business operations to disclose.	

Additional Information	
STAFF ATTACHED FILE(S)	Attach File
Refresh List after attaching file(s).	

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22040502 Procurement/Contract #: I-17-4302

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 #: 20078332 IPG Expiration Date: March 6, 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/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Tollway	I-90 Tollway DCM & DSE Services	In Progress	\$11,264,119	I-11-4018
Illinois Tollway	Elgin O'Hare Western Access Corridor & Construction Management	In Progress	\$16,497,625	I-12-4082
IDOT	Statewide Structure Engineering Services, Bureau of Bridges and Structures	In Progress	\$2,000,000	PTB 158 Item 35 D-30-008-11
IDOT	47th Street at East Avenue Phase I	In Progress	\$1,123,139	PTB 161 Item 2 P-91-013-12
IDOT	Route 47 (Sub to Quigg)	In Progress	\$571,433	PTB 167 Item 23 C-93-032-13
IDOT	Various Phase I Projects, Various Routes, Various Counties	In Progress	\$633,177	PTB 172 Item 12 P-91-356-14"
IDOT	Phase II Project Support and Management for Various Projects, (sub to Baxter Woodman)	In Progress	\$276,176	PTB 173-20 D-91-456-14,

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
IDOT	Various Storm Water Pump Stations Phase II (JV team with AAA Engineering)	In Progress	\$250,000	PTB 176 Item 2 D-91-236-15
IDOT	Phase II Project Management, Various Traffic Control & Signage Review for Projects (Sub to Ames)	In Progress	\$24,203	PTB 177-05 D-91-013-16,
IDOT	Program Management	In Progress	\$2,000,000	PTB 178-10
IDNR	V3 Construction Statewide	On-Hold	\$3,966,810	OWR-286
Capital Development Board	Higbee Run Drainage Improvements	On-Hold	TBD	102-312-051

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: V3 Companies of Illinois, Ltd.

Phone: 630.724.9200

Street Address: 7325 Janes Avenue

Email: vdelmedico@v3co.com

City, State, Zip: Woodridge, Illinois 60517

Vendor Contact: Vincent J. Del Medico, P.E.

Signature: _____

Date: October 13, 2017

Printed Name: Vincent J. Del Medico

Title: Vice President / Director of Transportation & Municipal Services

Vendor Registration: View

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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V3 Companies of Illinois, Ltd.

System Vendor Number: 20078332


Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	3/1/2017
STATUS	Accepted
REVIEWER	Stephanie Hill
DATE REVIEWED	3/6/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	3/6/2018
FLAG FORM	Add Flag

Settings

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

Entity Information

BUSINESS NAME	V3 Companies of Illinois, Ltd.
CONTACT FOR THIS SUBMISSION	Rozanne Ferguson (change contact)
PRIMARY CONTACT EMAIL	rferguson@v3co.com
PHONE	630-724-9200
FAX	630-724-9202
COMPANY EMAIL	rferguson@v3co.com
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	7325 JAMES AVE (EFT) SUITE 100 WOODRIDGE, IL 60517 [edit address]

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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V3 Companies of Illinois, Ltd.

System Vendor Number: 20078332

Return to Main Form

Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	3/1/2017
STATUS	Accepted
BUSINESS NAME	V3 Companies of Illinois, Ltd.
POINT OF CONTACT	Rozanne Ferguson
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

Document	Status
Parent Form V3 IPG Parent Financial Disclosures and Conflicts of Interest Form SIGNED (PDF, 493.03 KB)	Attached by Rozanne Ferguson on 2/28/2017

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 individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. IPG Percentage of Ownership and Distributive Income Form.pdf (PDF, 72.72 KB)	Attached by Kathy Jo Fyten on 1/3/2017


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

EXHIBIT "1"

1.

Yes

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

Yes

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

Not applicable - For-Profit Entity

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

No

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

No

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

No

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

No

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

No

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

No

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

EXHIBIT "1"

STATUTES OF THE STATE OF ILLINOIS?

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

Additional Information

STAFF ATTACHED FILE(S)

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

Vendor Name: V3 Companies of Illinois Ltd.

DBA: Click here to enter text.

INSTRUCTIONS:

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
V3 Companies Ltd.	7325 Janes Avenue, Woodridge, IL 60517	100%	\$16,537,045	N/A	N/A

**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	V3 Companies of Illinois, Ltd.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	V3 Companies Ltd.
Disclosing Entity's Parent Entity	
Instrument of Ownership or Beneficial Interest	Choose an item. <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
See Attachment A			

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
No Distributive Income			



ATTACHMENT A

V3 COMPANIES OWNERSHIP as of March 21, 2016						
				Number of	Percent	Value
				Shares	Ownership	
I.	ESOP			53,022	23.76%	
II.	Employee Shareholders					
		Last Name	First Name			
	1.	Bartosz	Charles	1,750		\$129,675.00
	2.	Bartosz	Christopher	4,400		\$326,040.00
	3.	Brejcha	Scott	1,600		\$118,560.00
	4.	Brown	John	3,250		\$240,825.00
	5.	Butkus	Keith	3,250		\$240,825.00
	6.	DelMedico	Vince	2,500		\$185,250.00
	7.	Dykstra	Stuart	6,400		\$474,240.00
	8.	Famiglietti	Mike	5,350		\$396,435.00
	9.	Feenstra	Ted	5,350		\$396,435.00
	10.	Fitch	Edward	6,400		\$474,240.00
	11.	Gallucci	Lou	11,750	5.26%	\$870,675.00
	12.	Gillian	Dwayne	3,250		\$240,825.00
	13.	Grassly	Paul	2,100		\$155,610.00
	14.	Heslinga	David	6,400		\$474,240.00
	16.	Kennedy	Pat	11,750	5.26%	\$870,675.00
	17.	Kipp	Rick	2,650		\$196,365.00
	18.	Kline	Jeff	2,750		\$203,775.00
	19.	Kwiatkowski	Matt	2,100		\$155,610.00
	20.	Lindemann	Stephanie	2,000		\$148,200.00
	21.	Malek	George	2,000		\$148,200.00
	22.	Maloney	Phil	1,600		\$118,560.00
	23.	Martin	Derrick	3,250		\$240,825.00
	24.	Milner	George	2,650		\$196,365.00
	25.	Murdock	Robert	1,500		\$111,150.00
	26.	Niemeyer	Ted	1,500		\$111,150.00
	27.	Oswald	Keith	4,000		\$296,400.00
	28.	Petroelje	Robin	16,000	7.17%	\$1,185,600.00
	29.	Powers	Matt	3,200		\$237,120.00
	30.	Prischman	Brad	2,650		\$196,365.00
	31.	Rahe	Beth	1,350		\$100,035.00
	32.	Rechtorik	Mike	1,600		\$118,560.00
	33.	Rieger	Bryan	2,650		\$196,365.00
	34.	Schober	George	3,900		\$288,990.00
	35.	Shafer	Laura	2,650		\$196,365.00
	36.	Slowinski	Tom	2,400		\$177,840.00
	37.	Strickland	Anthony	1,600		\$118,560.00
	38.	Stukas	Peter	4,800		\$355,680.00
	40.	Valaitis	Tom	9,600		\$711,360.00
	41.	Van Bortel	Grant	3,250		\$240,825.00
	42.	Vegrzyn	Bill	1,600		\$118,560.00
	44.	Wiora	Red	1,600		\$118,560.00
	45.	Wolterstorff	Greg	5,350		\$396,435.00
	46.	Woody	Lori	1,450		\$107,445.00

**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
N/A	

**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: Chris Bartosz, Chuck Bartosz, Scott Brejcha, John Brown, Keith Butkus, Vince Del Medico, Stuart Dykstra, Mike Famiglietti, Ted Feenstra, Ed Fitch, Lou Gallucci, Dwayne Gillian, Paul Grassly, David Heslinga, Patk Kennedy, Rick Kipp, Jeff Kline, Matt Kwiatkowski, Stephanie Lindemann, George Malek, Phil Maloney, Derrick Martin, George Milenr, Robert Murdock, Ted Niemeyer, Keith Oswald, Rob Petroelje, Matt Powers, Brad Prischman, Beth Rahe, Mike Rechterik, Bryan Rieger, George Schober, Laura Shafer, Tom Slowinski, Anthony Strickland, Pete Stukas, Tom Valaitis, Grant Van Bortel, Red Wiora, Greg Wolterstorff, Lori Woody.

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

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

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

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: Chris Bartosz, Chuck Bartosz, Scott Brejcha, John Brown, Keith Butkus, Vince Del Medico, Stuart Dykstra, Mike Famiglietti, Ted Feenstra, Ed Fitch, Lou Gallucci, Dwayne Gillian, Paul Grassly, David Heslinga, Patk Kennedy, Rick Kipp, Jeff Kline, Matt Kwiatkowski, Stephanie Lindemann, George Malek, Phil Maloney, Derrick Martin, George Milenr, Robert Murdock, Ted Niemeyer, Keith Oswald, Rob Petroelje, Matt Powers, Brad Prischman, Beth Rahe, Mike Rechterik, Bryan Rieger, George Schober, Laura Shafer, Tom Slowinski, Anthony Strickland, Pete Stukas, Tom Valaitis, Grant Van Bortel, Red Wiora, Greg Wolterstorff, Lori Woody.

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

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

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

**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.

Click here to enter text.

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

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

Please provide the name of the person or entity for which responses are provided: See "Attachment A" and for V3 Companies Ltd.

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


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.](#)

**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: V3 Companies Ltd.

Signature: 

Date: 2/23/2017

Printed Name: Louis J. Gallucci, P.E.

Title: Executive Vice President

Phone Number: 630-724-9200

Email Address: lgallucci@v3co.com

ILLINOIS TOLLWAY CONTRACT NO.:

I-17-4302

CONTRACTOR (NAME):

Michael Baker International, 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 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

Michael Baker International, 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."
	No Exceptions.
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.
	No Exceptions.

Michael Baker International, Inc. hereby agrees to the exceptions provided by _____ and to the Additional Terms and Conditions provided by Illinois State Toll Highway Authority.

Agreed: Michael Baker International, Inc.	Agreed:
By: John P. O'Neill	By:
Signed: 	Signed:
Position: Vice President/Office Executive	Position:
Date: October 18, 2017	Date:



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

Date: October 18, 2017

Project Number: I-17-4302

Project Name: Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, Wolf Road (MP 36.2) to O'Hare Oasis (MP 37.8)

DELINQUENT DEBT REVIEW

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.

CONTRACTOR/CONSULTANT

Consultant: Michael Baker International, Inc.

Federal Employment Identification Number (FEIN)

E-Mail: John.oneill@mbakerintl.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]

Date: October 18 2017

Printed Name: John P. O'Neill

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

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

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

Name: Click here to enter text.

Business Name: Michael Baker International, Inc.

Taxpayer Identification Number:

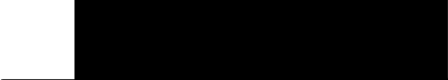
Social Security Number: Click here to enter text.

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 18, 2017

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 16774

Michael Baker International, Inc.

200 West Adams Street
Suite 2800
Chicago IL 60606

Information for this business last updated on:
Tuesday, October 17, 2017

Certificate produced on Tuesday, October 17, 2017 at 3:30 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
Michael Baker International, Inc									System Vendor Number: 20063932

[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	8/1/2017
STATUS	Accepted
BUSINESS NAME	Michael Baker International, Inc
POINT OF CONTACT	Mary Kolich
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	
2. NAME OF CEO/BUSINESS OWNER	Brian A. Lutes	
3. ANNUAL SALES/GROSS RECEIPTS	609,0112,000	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	02/15/1940	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Mary Kolich	
CONTACT PERSON TITLE	Proposal Specialist	
CONTACT PERSON PHONE	412-269-6064	
CONTACT PERSON EMAIL	mkolich@mbakerintl.com	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Chief Procurement Office (CPO)	
---	--------------------------------	---

Vendor Registration: View Form

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

Michael Baker International, Inc System Vendor Number: 20063932

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Vendor Registration	
FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	8/1/2017
STATUS	Accepted
BUSINESS NAME	Michael Baker International, Inc
POINT OF CONTACT	Mary Kolich
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)	<div style="border: 1px solid black; padding: 5px; display: inline-block;">Attach File</div>
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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Michael Baker International, Inc



System Vendor Number: 20063932

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Vendor Registration

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	8/1/2017
STATUS	Accepted
BUSINESS NAME	Michael Baker International, Inc
POINT OF CONTACT	Mary Kolich
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	6000	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 132081-00 / 5/21/20	

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)

[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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Michael Baker International, Inc


System Vendor Number: 20063932

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Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	8/1/2017
STATUS	Accepted
BUSINESS NAME	Michael Baker International, Inc
POINT OF CONTACT	Mary Kolich
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

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

EXHIBIT "1"

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Yes

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

Yes

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

N/A

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

EXHIBIT "1"

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

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

N/A

G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

16774

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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Michael Baker International, Inc

System Vendor Number: 20063932

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	8/1/2017
STATUS	Accepted
BUSINESS NAME	Michael Baker International, Inc
POINT OF CONTACT	Mary Kolich
FLAG FORM	Add Flag

H. Iran Disclosure
<p>1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? 10</p> <p style="margin-left: 40px;">No business operations to disclose.</p>

Additional Information
<p>STAFF ATTACHED FILE(S) Attach File</p> <p style="text-align: center; margin-top: 5px;">Refresh List after attaching file(s).</p>

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22040502

Procurement/Contract #: I-17-4302

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 #: 20063932 IPG Expiration Date: August 01, 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	Click here to enter text.	Click here to enter text.

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

5. Disclosure of Current and Pending Contracts

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

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

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Tollway	EOWA, CM Services Upon Request	Active	\$5,000,000	PSB 13-1, Item 5 I-13-4613
Illinois Tollway	I-88, Roadway Resurfacing, US Route 30 to US 52. Construction Management Services	Active	\$6,148,718	PSB 14-1, Item 10 RR-13-5660
Illinois Department of Natural Resources	Dam Removal Services	On Hold	\$990,000	PTB 168-031 OWR-287
Illinois Department of Transportation	Various Bridge Design Services	Active	\$2,000,000	PTB 156-055
Illinois Department of Transportation	Various Phase I Services	Active	\$2,000,000	PTB 160-004
Illinois Department of Transportation	Harlem Avenue from 63 rd to 65 th Street –Phase I and Phase II	Active – Start Up Agreement	\$1,500,000	PTB 173-015
Illinois Department of Transportation	Cedar Street Extension – Phase I and II	Active	\$364,178	PTB 176-015
University of Illinois	Photogrammetry and LiDAR Services Retainer	On Hold	\$1,000,000	PSSU16R01
Illinois Department of Transportation	I-90 from Cumberland to Harlem – Phase III	Active	\$560,544	PTB 179-008

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: Michael Baker International, Inc.

Phone: 312.575.3923

Street Address: 200 West Adams St.; Suite 2800

Email: john.oneill@mbakerintl.com

City, State, Zip: Chicago, IL 60606

Vendor Contact: John P. O'Neill

Signature: _____

Date: October 18, 2017

Printed Name: John P. O'Neill

Title: Vice President/Office Executive

Vendor Registration: View

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
Michael Baker International, Inc									System Vendor Number: 20063932

Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	8/1/2017
STATUS	Accepted
REVIEWER	Andrew Shackelford
DATE REVIEWED	8/1/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	8/1/2018
FLAG FORM	Add Flag

Settings

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

Entity Information

BUSINESS NAME	Michael Baker International, Inc
CONTACT FOR THIS SUBMISSION	Mary Kolich (change contact)
PRIMARY CONTACT EMAIL	mkolich@mbakerintl.com
PHONE	602-798-7505
FAX	208-535-8241
COMPANY EMAIL	mkolich@mbakerintl.com
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	500 Grant Street Suite 5400 Pittsburgh, PA 15219 [edit address]

Vendor Registration: View Form

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Michael Baker International, Inc System Vendor Number: **20063932**

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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	8/1/2017
STATUS	Accepted
BUSINESS NAME	Michael Baker International, Inc
POINT OF CONTACT	Mary Kolich
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

Document	Status
Parent Form	Attached by Mary Kolich on 8/1/2017
<u>02 IPG Parent Financial Disclosures and Conflicts of Interest Form MBIHC</u> (PDF, 134.98 KB)	
<u>03 IPG Parent Financial Disclosures and Conflicts of Interest Form MBGS</u> (PDF, 135.65 KB)	
<u>04 IPG Parent Financial Disclosures and Conflicts of Interest Form MBI</u> (PDF, 134.20 KB)	
<u>05 IPG Parent Financial Disclosures and Conflicts of Interest Form MBH</u> (PDF, 134.32 KB)	

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.)

EXHIBIT "1"

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. <u>IPG_Percentage_of_Ownership_and_Distributive_Income_Form_MBC_-_</u> <u>MBI(1).pdf (PDF)</u>	Attached by Mary Kolich on 7/31/2017

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?

No

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

No

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

No

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

EXHIBIT "1"

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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

EXHIBIT "1"

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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: Michael Baker International, Inc

DBA: Click here to enter text.

INSTRUCTIONS:

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Michael Baker International Holdco Corporation	100 Airside Drive, Moon Township, PA 15108	100%	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**ILLINOIS 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	Michael Baker International, Inc.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	Michael Baker International Holdco Corporation
Disclosing Entity's Parent Entity	Michael Baker Global Services, LLC
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: 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
Michael Baker Global Services, LLC	100 Airside Drive, Moon Township, PA 15108	100%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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
Michael Baker Global Services, LLC	100 Airside Drive, Moon Township, PA 15108	100%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**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
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

**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: Click here to enter text.

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

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

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

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

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

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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

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

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

**STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES**

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

Click here to enter text.

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

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

Please provide the name of the person or entity for which responses are provided: Michael Baker International Holdco Corporation / Michael Baker Global Services, LLC

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

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

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

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

**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: Michael Baker International Holdco Corporation

Signature: _____

Date: August 1, 2017

Printed Name: John P. O'Neill

Title: Vice President

Phone Number: 312-575-3923

Email Address: John.ONeill@mbakerintl.com

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

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

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

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

Vendor Name	Michael Baker International, Inc..
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	Michael Baker Global Services, LLC
Disclosing Entity's Parent Entity	Michael Baker International, LLC
Instrument of Ownership or Beneficial Interest	Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Company) <input type="checkbox"/> If you selected Other, please describe: 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
Michael Baker International, LLC	500 Grant Street, Suite 5400, Pittsburgh, PA 15219	100%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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
Michael Baker International, LLC	500 Grant Street, Suite 5400, Pittsburgh, PA 15219	100%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**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
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

**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: Click here to enter text.

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

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

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

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

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

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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

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

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

**STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES**

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

Click here to enter text.

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

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

Please provide the name of the person or entity for which responses are provided: Michael Baker Global Services, LLC / Michael Baker International, LLC

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

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

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

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

**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: Michael Baker Global Services, LLC

Signature: 

Date: August 1, 2017

Printed Name: John P. O'Neill

Title: Vice President

Phone Number: 312-575-3923

Email Address: John.ONeill@mbakerintl.com

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

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

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

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

Vendor Name	Michael Baker International, Inc.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	Michael Baker International, LLC
Disclosing Entity's Parent Entity	Michael Baker Holdings LLC
Instrument of Ownership or Beneficial Interest	Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Company) <input type="checkbox"/> If you selected Other, please describe: 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
Michael Baker Holdings LLC	100 Airside Drive, Moon Township, PA 15108	100%	Click here to enter text.
Click here to enter text.	Click here to enter text.		Click here to enter text.
Click here to enter text.	Click here to enter text.		Click here to enter text.

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
Michael Baker Holdings LLC	100 Airside Drive, Moon Township, PA 15108	100%	

**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
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

**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: Click here to enter text.

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

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

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

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

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

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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

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

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

**STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES**

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

Click here to enter text.

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

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

Please provide the name of the person or entity for which responses are provided: Michael Baker International, LLC / Michael Baker Holdings LLC

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

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

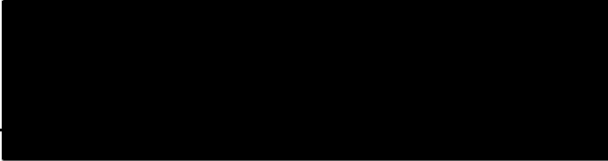
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

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

**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: Michael Baker International, LLC

Signature: 

Date: August 1, 2017

Printed Name: John P. O'Neill

Title: Vice President

Phone Number: 312-575-3923

Email Address: John.ONeill@mbakerintl.com

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

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

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

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

Vendor Name	Michael Baker International, Inc.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	Michael Baker Holdings LLC
Disclosing Entity's Parent Entity	N/A
Instrument of Ownership or Beneficial Interest	Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Company) <input type="checkbox"/> If you selected Other, please describe: 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
DC Capital Global LLC	11 Canal Center Plaza, Suite 360, Alexandria, VA 22314	96.6151%	Click here to enter text.
	Click here to enter text.		Click here to enter text.
	Click here to enter text.		Click here to enter text.
	Click here to enter text.		Click here to enter text.

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
DC Capital Global LLC	11 Canal Center Plaza, Suite 350, Alexandria, VA 22314	96.6151%	

**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
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

**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: Click here to enter text.

- 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
- 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
- Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No

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

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

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

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

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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

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

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

**STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES**

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

Click here to enter text.

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

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

Please provide the name of the person or entity for which responses are provided: Michael Baker Holdings LLC / DC Capital Global LLC

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

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

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

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

**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: Michael Baker Holdings LLC

Signature: 

Date: August 1, 2017

Printed Name: John P. O'Neill

Title: Vice President

Phone Number: 312-575-3923

Email Address: John.ONeill@mbakerintl.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/08/2017

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 Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No. Ext): 1-877-945-7378		FAX (A/C No.): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
INSURED V3 Companies of Illinois, Ltd. 7325 Janes Ave, Ste 100 Woodridge, IL 60517	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Casualty Company		20443
	INSURER B: Continental Insurance Company		35289
	INSURER C: American Casualty Company of Reading, PA		20427
	INSURER D: Berkley Insurance Company		32603
	INSURER E: INSURER F:		

COVERAGES CERTIFICATE NUMBER: W4596460 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	6045653373	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$		
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6045653390	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	Y	645653423	01/01/2017	01/01/2018	<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
D	Professional Liability		AEC-9012818-01	01/01/2017	01/01/2018	Per Claim \$5,000,000 Aggregate \$10,000,000		


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Voids and Replaces Previously Issued Certificate Dated 12/08/2017 WITH ID: W4592458.

Re: Contract I-17-4302.

Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, Wolf Road (Mile Post 36.2) to O'Hare Oasis (Mile Post 37.8).

CERTIFICATE HOLDER

CANCELLATION

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Illinois, Inc.		NAMED INSURED V3 Companies of Illinois, Ltd. 7325 Janes Ave, Ste 100 Woodridge, IL 60517	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Illinois State Toll Highway Authority and Michael Baker International are included as Additional Insureds as respects to General Liability as required by written contract.

General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability and Workers Compensation, as permitted by law.



CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
- A. unless paragraph B. below applies,
 - 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 - 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations** hazard, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 - 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 - 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

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CNA75079XX (1-15)

Page 1 of 2

The Continental Insurance Co.

Insured Name: V3 COMPANIES, LTD

Policy No: 6045653373

Endorsement No: 3

Effective Date: 01/01/2017

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EXHIBIT "1"

Page 104 of 341



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**
for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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



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

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

The coverage granted by this paragraph does not apply to:

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

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

I. Trade Show Event Lessor

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

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

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

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

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

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

3. ADDITIONAL INSURED – EXTENDED COVERAGE

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

If the additional insured is:

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

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

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

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

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

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

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

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

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

24. SUPPLEMENTARY PAYMENTS

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

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

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

26. WAIVER OF SUBROGATION - BLANKET

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

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

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

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



Architects, Engineers and Surveyors General Liability Extension Endorsement

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

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

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

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

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

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

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

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

This insurance is excess over:

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

C. **DEFINITIONS** is amended to add the following definitions:

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

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

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

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

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**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

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

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 333 S Wabash Ave,
Chicago, IL 60604

Endorsement Expiration Date:

Policy No: WC 6 45653423

Policy Effective Date: 01/01/2017

Policy Page: 37 of 51

EXHIBIT "1"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/08/2017

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 DSP Insurance 1900 E. Golf Road Suite 650 Schaumburg IL 60173	CONTACT NAME: Jeannene Miller	
	PHONE (A/C, No, Ext): (847) 934-6100	FAX (A/C, No): (847) 934-6186
E-MAIL ADDRESS: jmilller@dspins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property & Casualty		25674
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

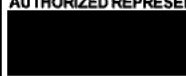
INSURED
 V3 Companies Ltd. V3 Construction Group Ltd.
 V3 Companies Of Illinois, Ltd.
 V3 Construction Trades, Ltd.
 7325 Janes Avenue, Suite 100
 Woodridge IL 60517

COVERAGES **CERTIFICATE NUMBER:** Cert ID 22081 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BA 8J695460	10/26/2017	10/26/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Contract #I-17-4302 Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation, Wolf Road (Mile Post 36.2) to O'Hare Oasis (Mile Post 37.8)
 The Illinois State Toll Highway Authority and Michael Baker International are added as Additional Insured with respect to Automobile Liability on a Primary and Non-Contributory basis when required by written contract.

CERTIFICATE HOLDER Illinois State Toll Highway Authority 2700 Ogden Avenue 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 
---	--

BA 8J695460

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of SECTION IV – **BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/07/2017

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 Aon Risk Services Central, Inc. Pittsburgh PA Office Dominion Tower, 10th Floor 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Michael Baker International, Inc 200 West Adams Street, Suite 2800 Chicago IL 60606 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: XL Insurance America Inc		24554
	INSURER B: Liberty Mutual Fire Ins Co		23035
	INSURER C: Liberty Insurance Corporation		42404
	INSURER D: Lloyd's Syndicate No. 2623		AA1128623
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570069431752** **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. **Limits shown are as requested**


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<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 checked="" type="checkbox"/> LOC OTHER:			TB2681004145717	08/30/2017	08/30/2018	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			AS2-681-004145-727	08/30/2017	08/30/2018	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			US00079952LI17A	08/30/2017	08/30/2018	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
C	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	WA768D004145777 AOS WC7681004145787 WI	08/30/2017	08/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C					08/30/2017	08/30/2018	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	E&O-PL-Primary			PSDEF1700460 Professional & Pollution	08/31/2017	08/31/2018	Per Claim	\$5,000,000
							Aggregate	\$5,000,000

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

For Named Insured Only: Attn: Isaac Yun. RE: Project Name: I-17-4302, Tri-State Tollway Roadway Reconst & Bridge Rehabilitation. Illinois State Toll Highway Authority and V3 Companies of Illinois, Ltd. are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

CANCELLATION

Illinois State Toll Highway Authority 2700 Ogden Avenue Downers Grove IL 60615 USA	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

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

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
 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.

SCHEDULE

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

Location(s) Of Covered Operations

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

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

Policy Number: AS2-681-004145-727
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS 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" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

Contract Information Sheet

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

Joint Venture
/ Team: V3CMBJ

Lead Partner: V3 Companies of Illinois

2nd Partner: Michael Baker International, Inc.

3rd Partner: _____

Contract Number: I-17-4302

Proposal Date: 11/1/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4302

Joint Venture / Team: V3CMBJ

V3CMBJ

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept Phase	562	561	558											1681
Environ. & Permits	71	71	71	71	71	71	70	70	70	70	70	70	70	846
Railroad Coord.	14	14	14	14	14	14	13	13	13	13	13	13	13	162
Construction Pkg #1				376	374	371	370	370	370	369	368	368	368	3336
Construction Pkg #2									1294	1292	1291	1290	1290	5167
Construction Pkg #3														
Project Management	14	14	14	14	14	13	13	13	13	13	14	14	14	163
Coord. & Meetings	27	27	27	27	27	27	27	27	27	26	26	26	26	321
TOTALS	688	687	684	502	500	496	493	493	1787	1783	1782	1781	11676	

Grand Total Exhibit A Hours

29,201

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept Phase															
Environ.& Permits	69	68	67	67	67	66	66	64	64	64	63	63	63	63	788
Railroad Coord.	13	13	13	13	13	13	13	13	13	13	12	12	12	12	154
Construction Pkg #1	1289	1289	1287	1286	1286										6437
Construction Pkg #2				676	674	672	671	671	669	668	667	667	667	667	6035
Construction Pkg #3	14	13	13	13	13	13	13	13	13	13	13	13	13	13	157
Project Management	26	26	26	26	26	26	26	26	26	26	25	25	25	25	310
Coord. & Meetings															
TOTALS	1411	1409	1406	2081	2079	790	789	787	785	784	780	780	780	780	13881

Contract Number: I-17-4302

Joint Venture / Team:

V3CMBJ

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept Phase														
Environ.& Permits														
Railroad Coord.														
Construction Pkg #1														
Construction Pkg #2														
Construction Pkg #3														
Project Management	4	4	4	4	4	4	4	4	4	4	4	4	4	48
Coord. & Meetings	4	4	4	4	4	4	4	4	4	4	4	4	4	48
TOTALS	8	8	8	8	8	8	8	8	8	8	8	8	8	96

Contract Number: I-17-4302 Joint Venture / Team: V3CMBJ

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept Phase															
Environ. & Permits															
Railroad Coord.															
Construction Pkg #1															
Construction Pkg #2															
Construction Pkg #3															
Project Management	4	4	4	4	4	4	4	4	4	4	4	4	4	4	48
Coord. & Meetings	4	4	4	4	4	4	4	4	4	4	4	4	4	4	48
TOTALS	8	8	8	8	8	8	8	8	8	8	8	8	8	8	96

Contract Number: I-17-4302 Joint Venture / Team: V3CMBJ

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Concept Phase																	
Environ. & Permits																	
Railroad Coord.																	
Construction Pkg #1																	
Construction Pkg #2	181	181	180	178	178	177	175	175	175	175	175	175	174	174	174	2124	
Construction Pkg #3	98	98	97	96	96	94	93	92	92	92	90	90	89	89	89	1125	
Project Management	7	7	7	6	6	6	6	6	6	6	6	6	5	5	5	74	
Coord. & Meetings	12	11	11	11	11	11	11	11	10	10	10	10	10	10	10	129	
TOTALS	298	297	295	291	291	288	285	284	283	281	281	281	278	278	278	3452	

Contract No.: I-17-4302

Joint Venture / Team: V3CMBJ

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>29,201.00</u> (Total Work Hours from Exhibit C-2)	\$ <u>46.61</u> (Average Hourly Rate: Total Direct Salary divided by Total Work Hours)	TOTAL DIRECT SALARY \$ <u>1,360,980.54</u>
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Multiplier to be used on this project: 2.80
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 3,810,745.51

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(Total for Joint Venture/Team listed above.)

TOTAL DIRECT COSTS \$ 126,800.77

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 1,942,453.72

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ 120,000.00

TOTAL SERVICES BY OTHERS \$ 2,062,453.72

D. ADDITIONAL SERVICES (Prime Consultant)

\$ 3,241,604.40
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

\$ 1,358,395.60
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ 4,600,000.00
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 10,600,000.00

Exhibit F

Scope of Work

**Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
Wolf Road (M.P. 36.2) to O'Hare Oasis (M.P. 37.8)**

Contract No. I-17-4302

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 Wolf Road (M.P. 36.2) and the O'Hare Oasis (M.P. 37.8).

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-17-4302

The Design Section Engineer's (DSE) services under Contract I-17-4302 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 State Toll Highway Authority 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. Mainline rehabilitation contracts from Wolf Road to O'Hare Oasis – inside shoulder and lanes.
2. Mainline rehabilitation and widening contracts from Wolf Road to O'Hare Oasis – outside shoulder and lanes. The Illinois Tollway may elect to construct this as 2 or more separate projects. Bensenville RR Yard Bridge advance lighting installation.
3. An additional construction contract.

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 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:

A. CONCEPT DESIGN VERIFICATION REQUIREMENTS

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 Phase I Engineering documents prepared to date shall include, but not necessarily be limited to, the following:

1. Project scope
2. Project budget. The DSE shall review and validate the AES cost estimate and provide an updated concept (30%) level cost estimate based on recommendations from the AES verification.
3. Project schedule. The DSE shall confirm or provide a recommended construction schedule for proposed construction contract package(s) within the contract limits. The DSE shall coordinate with the DCM to ensure that schedules are supported and can be accommodated within the overall Tri-State Tollway Master Corridor Schedule.
4. Project concept review including geometrics, right-of-way requirements, materials, maintenance of traffic, drainage, number of construction contracts, design criteria, cost benefit analysis, alternatives analysis, and all other appurtenant and miscellaneous items.
5. Design Criteria Review. The DSE shall review the current Tollway Design Criteria and evaluate the impact of updating the concept 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 corridor roadway lighting design concept by I-17-4308 DSE.
8. 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.
9. 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.
10. 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.
11. 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. Coordinate installation of the FOC duct package system with the Tollway Fiber Optic Management Vendor.
12. Review of available survey information furnished by the DCM and confirmation of completeness or need for additional information. DSE responsibilities with regard to Field Survey services outlined in Section III.

B. 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 concept level design 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 not being prepared by the DCM (see Table B).
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-17-4302 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-17-4302 DSE.
- c. Identify and establish priority of right-of-way parcel acquisition needed for utility relocation and advance work needs within the project limits.
- d. Conduct supplementary survey as required.
- e. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules. The maintenance of traffic shall be submitted to agencies having jurisdiction over proposed roadways included in the plan for review prior to advancement of subsequent

phases of design. The plan shall also be coordinated with adjacent design sections.

2. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

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

- a. Design services for preparing contract plans, special provisions and estimates for the Tri-State Tollway (I-294) Roadway Reconstruction between Wolf Road and the O'Hare Oasis.
- 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, 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-17-4302 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-17-4302 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-17-4302 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. Phase I 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, 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), 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:
 - Culvert 289C: Silver Creek: One mainline structure
 - Bridges 396/397: Bensenville Yard: 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-17-4302 design section:
 - i. EOWA Roadway Reconstruction Contract I-15-4656.
 - ii. Tri-State Tollway Roadway Reconstruction Contract I-17-4303.

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.

1. 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.
2. 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.
3. 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.
4. Maintenance of traffic and construction staging.
5. 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.
6. If required, preparation of plats of acquisition and associated legal descriptions.
7. All other submittals as required in the Illinois Tollway DSE Manual.
8. The DSE shall utilize the new Illinois Tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
9. 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.
10. 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.
11. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.
12. 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.
13. 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 water quality 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's Manual, latest edition, as amended by the Illinois Tollway. The maintenance of traffic plans and studies shall provide for protection and maintenance of the 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) between Wolf Road (M.P. 36.2) and the O'Hare Oasis (M.P. 37.8).

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 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 Phase I. 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) between Wolf Road (M.P. 36.2) and the O'Hare Oasis (M.P. 37.8). 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 Phase I Engineering 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 13 separate property acquisitions. DSE to prepare plat and legal description documents associated with each Plat of Acquisition (POA) as well as coordinate and provide assistance to the Tollway Land Acquisition Unit as needed to complete each required acquisition. Documents shall be prepared in a timely manner so to not impede the Tollway property acquisition schedule.

IV. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

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

1. Items identified in Section II.
2. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Illinois Tollway's website at www.illinoisvirtualltollway.com.
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 Illinois Tollway 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 Special Issue Log.

PROJECT SCHEDULE

Contract No. I-17-4302
Tri-State Tollway, Roadway Reconstruction and Bridge Rehabilitation,
Wolf Road (M.P. 36.2) and the O'Hare Oasis (M.P. 37.8)

SCHEDULE

1.	Scoping Meeting	7/25/2017
2.	Design Scope Submittal	8/11/2017
3.	Design Scope Approval	9/6/2017
4.	Notice to Proceed	11/9/2017
5.	Project Kick-Off Meeting	11/20/2017
6.	Concept Submittal	3/2018
7.	Preliminary Submittal	9/2018
8.	Pre-final Submittal	4/2019
9.	Final Submittal	TBD
10.	Advertise	TBD
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	TBD

^a 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-17-4302
Tri-State Tollway (I-294), Roadway Reconstruction and Bridge Rehabilitation,
Wolf Road (M.P. 36.2) and the O'Hare Oasis (M.P. 37.8)**

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge ¹	Maintenance**
289C	NS	37.00	Silver Creek: one mainline structure	O	Culvert	A
396/397	NB/SB	37.20	Bensenville Yard: 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			Others
	DCM	DSE		
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.

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-1

Scope Supplement to Exhibit F

Tri-State Tollway, Roadway Reconstruction & Bridge Rehabilitation Wolf Road (M.P. 36.2) to O'Hare Oasis (M.P. 37.8) Contract I-17-4302

The following information supplements Exhibit F "Scope of Services" to clarify the extent of Design Section Engineering (DSE) services that will be performed as part of Contract I-17-4302 by V3 Companies of Illinois and Michael Baker International, Inc. in a teaming agreement under the team name of V3CMBJ. The scope sections in this supplement are referenced to the same scope sections contained within the Illinois Tollway's Exhibit F which was provided at the July 25, 2017 scoping meeting (and subsequently revised by the Illinois Tollway on July 31, 2017 and September 19, 2017).

I. Project Description

V3CMBJ will prepare contract plans, special provisions, estimates of cost and project related permits for widening and rehabilitating the Tri-State Tollway (I-294) from just west of Wolf Road (Station 1912+00) to the O'Hare Oasis (approximate Station 2000+00). Due to pending agreements with the Canadian Pacific Railroad (CPRR) at the Bensenville Yard Bridges (bridges 396/397), the services under Contract I-17-4302 are split between BASE and CONTINGENCY scopes.

BASE Scope:

Provide an additional lane for both directions of the I-294 mainline pavement along the entire design section without widening the Bensenville Yard Bridges (structures 396 and 397). The use of the additional lane along the Bensenville Yard Bridges to be later determined as either a flex-lane or for general purpose. In addition to mainline I-294, the scope of improvements for this project will include the following:

O'Hare Oasis Ramps

- NB Exit and SB Entrance Ramp Terminals – 1,000' each

Bridges & Culverts

- Mainline Bridges No. 396 & 397 over the Bensenville RR Yard – Scope of improvements includes:
 - Bridge deck repairs
 - Scarify and overlay existing bridge decks
 - Removal and replacement of Modular Expansion Joints:
 - 396 (SB): Piers 3, 20 and the North Abutment
 - 397 (NB): Pier 20
 - Joint repair at north approach slabs
 - Clean and paint existing steel girders
 - 396 (SB): ~25% of surface area
 - 397 (NB): ~50% of surface area
 - Minor beam repairs
 - Epoxy seal cracks in substructure units and beam ends

- Repair spalls and delamination in substructure units and concrete diaphragms
- Repair drainage system and clean existing scuppers
- Silver Creek Culvert – Extensions north & south of I-294 and rehabilitate existing culvert

Retaining Walls

- NB – 500' north of Panoramic Drive to Oasis – 700'
- SB – South of Oasis to Mannheim Road – 1,100'
- SB – South of Franklin Avenue – 1,550'

Noise Wall

- NB – Residential area in Franklin Park east of I-294 – 1,000' on bridge and ground-mounted

In addition to improvements listed in Section I, V3CMBJ will design three gantry structure foundations, DMS foundations, signs structure foundations for overhead truss, cantilever and ground-mounted signs (number to be determined) and two IPDC building foundations.

CONTINGENCY Scope:

If an agreement is settled with the CPRR, a contingency under additional services will be considered if it is later determined to widen the bridges along with their rehabilitation. This will add the following scope to the project:

Cross Roads

- Mannheim Road median – 400'; includes a temporary traffic signal at the intersection of Mannheim Road and Waveland Avenue
- Mannheim Road intersection with the East Frontage Road – 300'
- Mannheim Road intersection with Front Street – 300'

Site Work/Parallel Roads (assumes reconstruction/repairs due to construction activities)

- Quality Inn parking lot
- AviStar Airport Parking lot
- Bensenville Yard - truck storage lot
- Village of Franklin Park access road and King Street
- Gage Avenue

Bridges & Culverts

- Mainline Bridges No. 396 & 397 over the Bensenville RR Yard – Scope of improvements includes widening on the outside of both bridges and rehabilitation of the existing bridge structure including bridge deck overlay, new 42" bridge parapets, new expansion joints, new approach and transition slabs and repairs to the existing substructure units. Due to impacts on the bridge deck in super elevation transition areas (at either end of both bridges), the concrete bridge deck will be removed and replaced in certain bridge spans as follows: Bridge 397 - spans 1 thru 3 and span 29; Bridge 396 – spans 1 thru 3 and spans 27 & 28. Bridge 397 will also have additional widening on the outside of the bridge in spans 24 thru 29 to accommodate a noise abatement wall.
- Crystal Creek Tributary A Culvert – Extension east of I-294 and rehabilitate existing culvert
- AviStar Airport Parking Culvert – Extension west of I-294 and rehabilitate existing culvert

II. Items of Work to be Included in Contract I-17-4302

Based on the discussions held at the scoping meeting (and the revised version of Exhibit F provided to the DSE on July 31, 2017), it is assumed that the following three (3) construction packages will be prepared as part of the BASE scope:

1. Advanced Roadway Contract – Coordination with I-294/Western Access Interchange
2. Mainline Outside Lanes/Shoulder
3. Mainline Inside Lanes/Shoulder

If the CONTINGENCY scope is realized (widening the Bensenville Yard Bridges (bridges 396 & 397), the following construction package will be added:

1. Advanced Lighting Contract – Bensenville Railroad Yard Bridges

SECTIONS A & B - Concept Design Verification & Submittal Requirements:

Concept Design Verification, as described in the Scope of Services, is to evaluate the Advanced Engineering Studies (AES) from the Master Planning phase for this design section. It is V3CMBJ's understanding that AES within the limits of Contract 4302 will be developed based on the proposed improvements detailed in the BASE scope instead of the improvements noted in the CONTINGENCY scope (which are consistent with the recommendations of the Master Planning Study). The contents of the AES is similar to a Concept Design Report (typically prepared by the DSE as discussed in the DSE Manual) with exception that it does not contain TS&L drawings for the proposed or modified bridges, culverts and retaining walls within the design section. Following are additional clarifications with regard to Sections A and B:

1. In lieu of a Concept Design Report, the DSE is to perform a Concept Design Verification on the AES.
2. Concept Design Verification
 - a. Evaluate the contents of the AES
 - b. Prepare TS&L drawings for the proposed or modified bridges, culverts and retaining walls within the design section
 - c. Report the results of the evaluation and submitting TS&L drawings to the Tollway through a Concept Review Technical Memorandum
3. Concept Review Technical Memorandum
 - a. Purpose is to establish agreement between the Tollway and the DSE on all concepts of the intended design.
 - b. Contains decisive recommendations from the DSE on proceeding with the design using the contents of the AES, DSE proposed modifications to the AES or DSE proposed alternatives not detailed in the AES.
 - c. Suggest AES modifications or alternatives in the memorandum are to be substantially explained.
 - d. TS&L drawings to be prepared in conformance with the memorandum recommendations. Memorandum to concur or provide modifications with the AES type studies for the proposed or modified bridges, culverts and retaining walls within the design section.
4. Include review of floodplain/floodway evaluation and compensatory storage design performed by others as part of Phase I engineering.

5. Include review of coordination performed by others for billboards that need to be relocated within the design section.
6. As discussed at the 8/25/17 DSE proposal review meeting, a Remedial Action Plan (RAP) was deemed to not be necessary for Contract I-17-4302.

SECTION C – Preliminary and Final Design Engineering

Design and plan preparation will include performing floodplain/floodway analysis and compensatory storage design for impacts to Silver Creek, Crystal Creek Tributary A and Motel Ditch.

SECTION D – Structural Construction

V3CMBJ will verify the results of the Bridge Condition Reports (BCR's) for Bridges 396 & 397. Field inspections will be conducted to verify the conditions reported in the BCR's for both bridges and to document any additional repairs required. The inspection will be a visual inspection from the ground below the structures and include coordination with the railroads, traffic control for field work and direct costs for shoulder and lane closures, railroad right of entry, flaggers and vehicle rental.

SECTION E – Drainage

Hydraulic analyses will be performed for Silver Creek, Crystal Creek Tributary A and Motel Ditch. Available regulatory models will be provided by the Tollway or regulatory agency. V3CMBJ will analyze the impact of roadway widening on longitudinal and transverse floodplains and floodways and design compensatory storage alternatives.

III. Design Section Engineer's (DSE's) Services

No comments

IV. Required Submittals to the Authority

It is assumed that V3CMBJ will prepare 13 plats of acquisition and associated legal descriptions.

V. Items to be Furnished to the Design Section Engineer

The following will be provided to V3CMBJ by the Tollway:

1. 3D model file of subsurface utilities
2. CAD files and 3D model of Advanced Engineering Plans
3. Utility pothole data
4. Proposed pavement design
5. Roadway lighting strip map
6. ITS strip map
7. Temporary locations for ITS devices during construction
8. Staging schematics

9. Stormwater management plan (including detention design and BMP design) for the runoff from the widened mainline bridges over the Bensenville Rail Yard. This information was not detailed in the concept drainage report included in the Master Plan (dated July 2017).

Table B: Tri-State Tollway (I-294) Permitting and Agreements Responsibility Matrix

In this table within the row for MWRD – Plan Review and Approval, references to the Touhy Basin under the DCM and DSE headings should be removed. For the DSE’s responsibilities within the MWRD row, the following should be stated: “Finalize engineering approach and details pertaining to impacts to MWRD facilities.

PROJECT SCHEDULE

NTP and kick-off dates have changed due to scope/fee negotiations:

1	Scoping Meeting	7/25/2017
2	Design Scope Submittal	8/11/2017
3	Design Scope Approval	10/31/2017
4	Notice to Proceed	Jan 2018
5	Project Kick-Off Meeting	Jan 2018
6	Concept Submittal	Mar 2018
7	Preliminary Submittal	TBD
8	Pre-Final Submittal	TBD
9	Final Submittal	TBD
10	Advertise	TBD
11	Bid Opening	TBD
12	Board Award	TBD
13	Construction Start Date	TBD

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 <u>AES Services, Inc</u></p> <p>Direct Labor <u>\$ 350,790.02</u></p> <p>Direct Costs <u>\$ 69,364.48</u></p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ 420,154.50</u></p>	<p>7 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>2 <u>Ames Engineering, Inc</u></p> <p>Direct Labor <u>\$ 196,649.88</u></p> <p>Direct Costs <u>\$ 6,850.00</u></p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ 203,499.88</u></p>	<p>8 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>3 <u>DAMA Consultants, Inc</u></p> <p>Direct Labor <u>\$ 187,102.61</u></p> <p>Direct Costs <u>\$ 885.73</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 187,988.34</u></p>	<p>9 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>4 <u>DB Sterlin Consultants, Inc</u></p> <p>Direct Labor <u>\$ 284,574.75</u></p> <p>Direct Costs <u>\$ 195,425.25</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 480,000.00</u></p>	<p>10 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>5 <u>GSG Consultants, Inc</u></p> <p>Direct Labor <u>\$ 164,976.00</u></p> <p>Direct Costs <u>\$ 305,835.00</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 470,811.00</u></p>	<p>11 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>6 <u>SE3, LLC</u></p> <p>Direct Labor <u>\$ 178,928.85</u></p> <p>Direct Costs <u>\$ 1,071.15</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 180,000.00</u></p>	<p>12 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 1,942,453.72

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 1,942,453.72

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 18.33%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 26.40%

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1 Aqua Vitae	
Direct Labor	\$ 119,133.50
Direct Costs	\$ 866.50
Services by Others	
Additional Services **	
Total this Subconsultant (ULC)	\$ 120,000.00

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 120,000.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 120,000.00

Contract Information Sheet

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

Consultant Name: V3 Companies of Illinois

Contract Number: I-17-4302

Proposal Date: 11/1/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4302 Consultant: V3 Companies of Illinois, Ltd

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept Phase															
Environ. & Permits															
Railroad Coord.															
Contract Pkg #1															
Contract Pkg #2															
Contract Pkg #3															
Project Management	2	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Coord & Meetings	2	2	2	2	2	2	2	2	2	2	2	2	2	2	24
TOTALS	4	4	4	4	4	4	4	4	4	4	4	4	4	4	48

Contract No.: I-17-4302 Consultant: V3 Companies of Illinois

Date: 11/1/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
SCHEDULED START DATE: 1/1/2018
RAISE DATE: 1/1/2019
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Table with 3 columns: Date, Escalation Factor, and Date. Rows include 1/1/2018 - 12/31/2018 (20.00%), 1/1/2019 - 12/31/2019 (20.00%), 1/1/2020 - 12/31/2020 (20.00%), 1/1/2021 - 12/31/2021 (20.00%), and 1/1/2022 - 12/31/2022 (20.00%).

ESCALATION PER YEAR Year 6 through 10

Table with 3 columns: Date, Escalation Factor, and Date. Rows include 1/1/2018 - 12/31/2018 (60.0), 1/1/2019 - 12/31/2019 (60.0), 1/1/2020 - 12/31/2020 (60.0), 1/1/2021 - 12/31/2021 (60.0), and 1/1/2022 - 12/31/2022 (60.0).

The escalation factor for this project is: 100.00%

Contract No.: I-17-4302

Consultant: V3 Companies of Illinois, Ltd

Date: 11/1/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated O/T Hours:		Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			
							Average Hourly Rate:	Total Overtime Premium:				
No	Principal	\$50.00	\$70.00									
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	1,707.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$64.89	\$64.89	2,138.00						
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$44.05	\$44.05	3,296.00						
No	Staff Engineer/Planner	\$20.00	\$40.00	\$38.06	\$38.06	3,966.00						
No	Engineer /Accountant	\$20.00	\$60.00	\$32.95	\$32.95	2,456.00						
No	Senior Technical Specialist	\$25.00	\$60.00	\$35.71	\$35.71	1,786.00						
No	Technical Specialist	\$15.00	\$50.00									
No	Architect	\$30.00	\$70.00									
No	Realty Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									
							Total Estimated O/T Hours:	15,349.00				
							Average Hourly Rate:	\$45.54				
							Total Direct Labor	\$698,993.46				

Contract No.: I-17-4302

Consultant: V3 Companies of Illinois, Ltd

Date: 11/1/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES						DIRECT COST OVERTIME PREMIUM			
<p>Total Estimated Work Hours: 15,349.00</p> <p>Average Hourly Rate: \$45.54</p> <p>Total Direct Labor: \$698,993.46</p>						Total O/T Hours:		Total Overtime Premium:	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Overtime Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only)	
		\$8.25	\$40.00						
No	Admin/Clerical								

Contract No.: I-17-4302

Consultant: V3 Companies of Illinois, Ltd

Date: 11/1/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal			\$50 - \$70
Project Manager	Director	Vince J. DelMedico	\$40 - \$70
Senior Engineer/Planner	Senior Project Manager	David P. Heslinga	\$40 - \$70
	Senior Project Manager	David L. Greifzu	
	Senior Project Manager	William J. Vegrzyn	
	Senior Project Manager	Phillip J. Maloney	
	Senior Project Manager	Michael J. Rechterik	
	Senior Project Manager	Theodore M. Niemeyer	
	Senior Project Manager	Pete Stukas	
	Director	Tomas R. Valaitis	
	Director	Thomas E. Slowinski	
	Director	Gregory V. Wolterstorff	
	Director	Lori A. Prokes	
	Senior Project Engineer	Victoria A. Sykes	
	Senior Project Engineer	Jason D. Holy	
	Senior Project Engineer	Christopher J. Burke	
	Senior Project Manager	Scott J. Brejcha	
	Senior Project Manager	Derrick L. Martin	
	Senior Project Manager	Keith R. Oswald	
	Project Manager	Lynn P. Smith	
	Project Manager	Rachael K. Berthlaume	
	Project Manager II	Jennifer N.H. Maercklein	
	Project Manager II	Heidi E. Voirol	
	Project Manager II	Peter W. Reinhofer	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer I	Daren T. Ellefson	\$25 - \$60
	Project Engineer I	Jennifer L. Leden	
	Project Engineer II	Lauren N. Montero	
	Project Engineer II	Jacob W. Bauer	
	Project Engineer II	Elora I. Hsu	
	Project Engineer II	Christopher W. Hanchett	
	Project Scientist	Kristine J. Wright	
	Scientist III	Alicia M. Metzger	
Staff Engineer/Planner	Engineer III	Benjamin A. Hert	\$20 - \$40
	Engineer III	Carl A. Schwarzer	
	Engineer III	Steven J. Jandick	
	Engineer III	Joseph W. Westerbeke	

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Contract No.: I-17-4302

Consultant: V3 Companies of Illinois, Ltd

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Vincent J. DeMedico

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Jacob W. Bauer

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: David P. Heslinga

Classification: Senior Engineer/Planner - QC/QA Roadway

Name: _____

Classification: _____

Name: _____

Classification: _____



VINCENT J. DEL MEDICO, P.E.
Project Manager



VINCENT J. DEL MEDICO, P.E.
Project Manager



VINCENT J. DEL MEDICO, P.E.
Project Manager

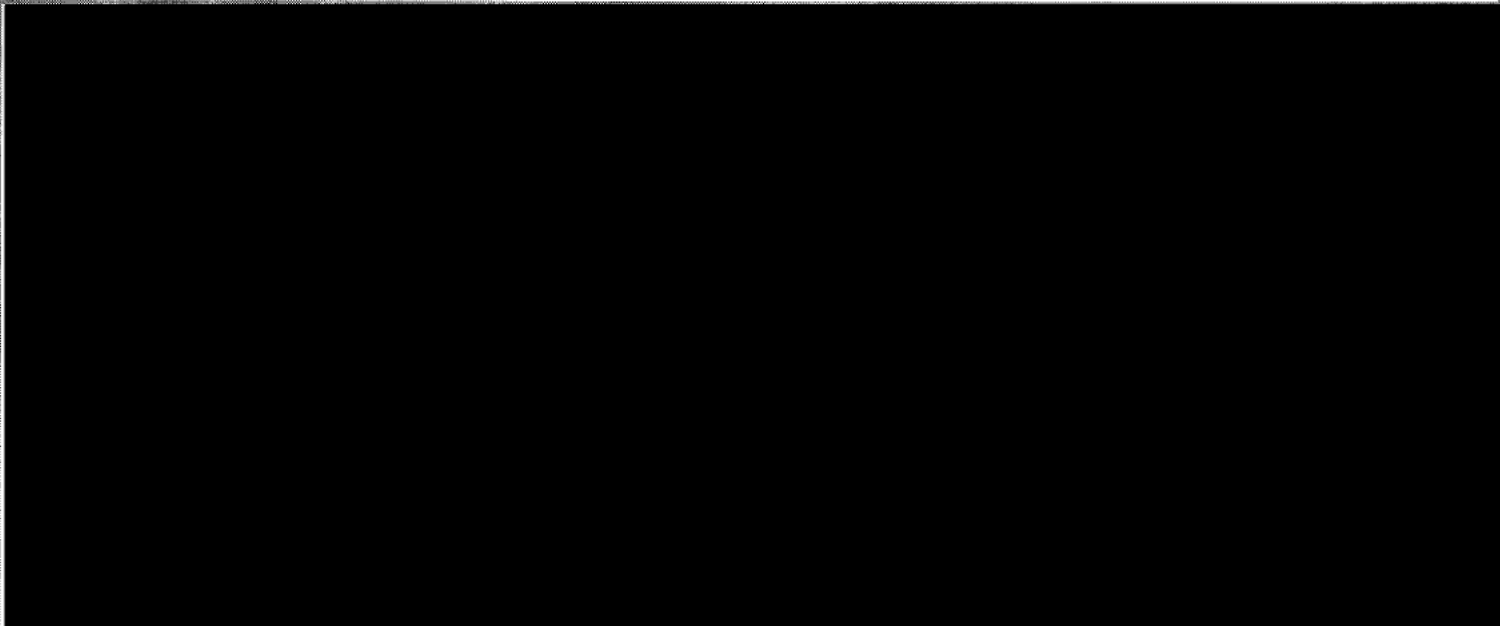


EXHIBIT "1"



JACOB W. BAUER, P.E.
Roadway Design



JACOB W. BAUER, P.E.
Roadway Design



JACOB W. BAUER, P.E.
Roadway Design

EXHIBIT "1"

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DAVE P. HESLINGA, P.E.
QA/QC Roadway



DAVE P. HESLINGA, P.E.
QA/QC Roadway



DAVE P. HESLINGA, P.E.
QA/QC Roadway

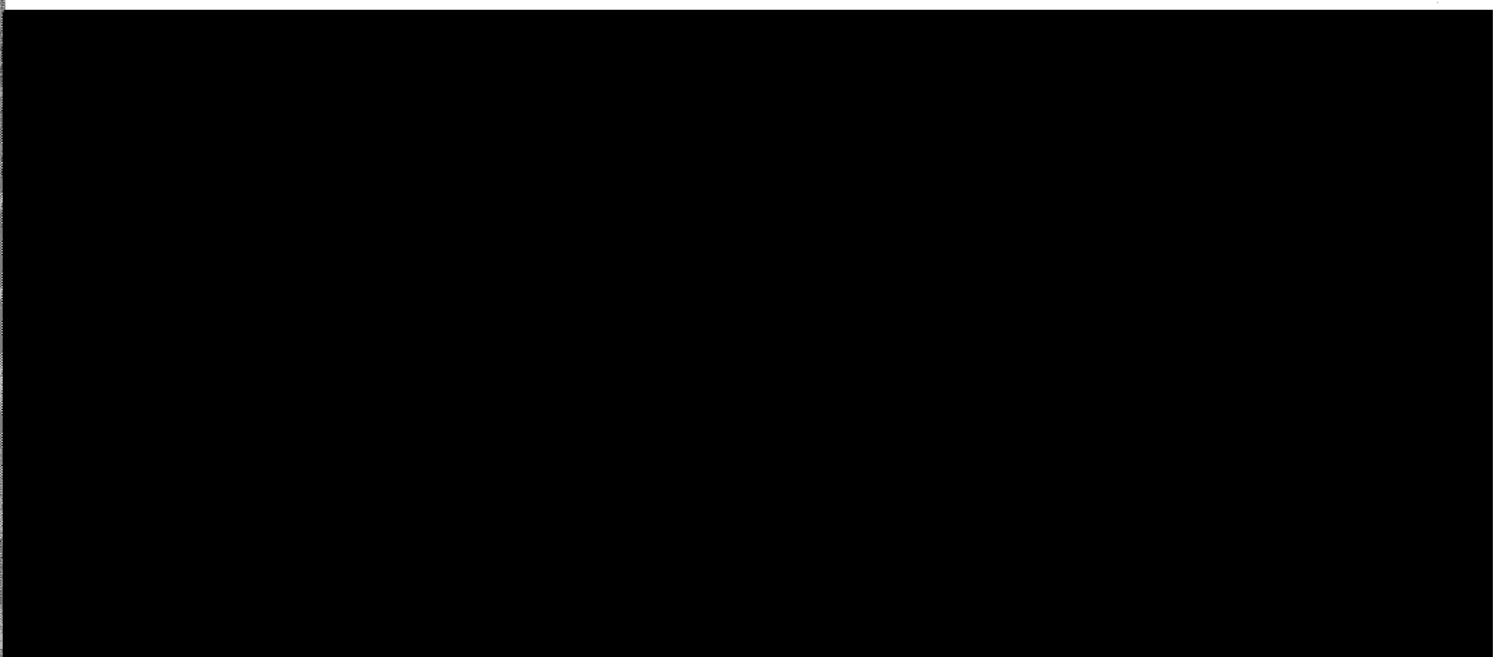


EXHIBIT "1"

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EXHIBIT F

Contract No. I-17-4302

V3 Companies of Illinois, Ltd

SCOPE OF SERVICES

See V3CMBJ Exhibit F & F-1 for Scope of Services.

EXHIBIT G

Contract No. I-17-4302

V3 Companies of Illinois, Ltd

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
D-30-008-11	PTB 158/Item 35 Statewide Structure Engineering Services	\$344,000.00	\$174,000.00	12/31/2017
P-91-356-14	PTB 172/Item 12 Various Phase I Projects	\$632,900.00	\$566,582.00	10/31/2018
I-11-4018	PSB 11-04/Item 4 I-90 Reconstruction and Add Lanes Higgins Road to Randall Road DSE & Design Corridor Management	\$11,164,119.00	\$70,000.00	12/31/2017
I-12-4082	PSB 12-5/Item 6 Elgin O'Hare Western Access Corridor Construction Management	\$11,900,000.00	\$1,370,000.00	12/31/2018

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>2 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>7 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>3 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>8 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____ -

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 60%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right; border-bottom: 1px solid black;">\$</td> <td style="text-align: right; border-bottom: 1px solid black;">-</td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-
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** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Michael Baker International

Contract Number: I-17-4302

Proposal Date: 11/1/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4302 Consultant: Michael Baker International

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Concept Phase																	
Environ. & Permits	33	32	31	31	31	31	31	31	31	31	30	30	30	30	30		373
Railroad Coord.	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6		72
Construction Pkg #1																	
Construction Pkg #2	613	613	612	611	611												3060
Construction Pkg #3	6	6	6	6	6	320	320	320	319	319	318	318	318	318	318		2879
Project Management																	
Coord. & Meetings	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12		144
TOTALS	670	669	667	989	988	375	375	375	374	374	372	372	374	372	372	6600	6600

Contract Number: I-17-4302 Consultant: Michael Baker International

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept Phase															
Environ. & Permits															
Railroad Coord.															
Construction Pkg #1															
Construction Pkg #2															
Construction Pkg #3															
Project Management	2	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Coord. & Meetings	2	2	2	2	2	2	2	2	2	2	2	2	2	2	24
TOTALS	4	4	4	4	4	4	4	4	4	4	4	4	4	4	48

Contract Number: I-17-4302 Consultant: Michael Baker International

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept Phase														
Environ. & Permits														
Railroad Coord.														
Construction Pkg #1														
Construction Pkg #2														
Construction Pkg #3														
Project Management	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Coord. & Meetings	2	2	2	2	2	2	2	2	2	2	2	2	2	24
TOTALS	4	4	4	4	4	4	4	4	4	4	4	4	4	48

Contract Number: I-17-4302 Consultant: Michael Baker International

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Concept Phase																	
Environ. & Permits																	
Railroad Coord.																	
Construction Pkg #1	86	86	86	85	85	84	82	82	82	82	82	82	82	82	82	81	1003
Construction Pkg #2	47	47	46	46	46	45	44	44	44	44	44	43	43	43	43	42	537
Construction Pkg #3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	2	2	35
Project Management	6	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	61
Coord. & Meetings																	
TOTALS	142	141	140	139	139	137	134	134	134	134	133	133	133	133	130		1636

Contract No.: I-17-4302 Consultant: Michael Baker International

Date: 11/11/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 1/1/2018
 RAISE DATE: 1/1/2019
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	1/1/2022 - 12/31/2022		
12.0	12.0	12.0	12.0	12.0		
60.0	60.0	60.0	60.0	60.0		
20.00% Factor First Period	20.00% Escalation Factor Second Period	20.00% Escalation Factor Third Period	20.00% Escalation Factor Fourth Period	20.00% Escalation Factor Fifth Period		

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date

The escalation factor for this project is: 100.00%

Contract No.: I-17-4302

Consultant: Michael Baker International

Date: 11/1/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)		
							Estimated Work Hours:	Estimated O/T Hours:				
No	Principal	\$50.00	\$70.00				13,852.00					
No	Project Manager	\$40.00	\$70.00	\$60.15	\$60.15	1,540.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$57.70	\$57.70	1,929.00						
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$57.84	\$57.84	2,975.00						
No	Staff Engineer/Planner	\$20.00	\$40.00	\$40.00	\$40.00	3,579.00						
No	Engineer /Accountant	\$20.00	\$60.00	\$33.84	\$33.84	2,217.00						
No	Senior Technical Specialist	\$25.00	\$60.00	\$42.02	\$42.02	1,612.00						
No	Technical Specialist	\$15.00	\$50.00									
No	Architect	\$30.00	\$70.00									
No	Realty Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									
Total Direct Labor							\$661,987.08					
Average Hourly Rate:							\$47.79					
Total Estimated Work Hours:							13,852.00					

Contract No.: I-17-4302

Consultant: Michael Baker International

Date: 11/1/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES						DIRECT COST		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	OVERTIME PREMIUM	
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Admin/Clerical	\$8.25	\$40.00				Total Estimated O/T Hours: 13,852.00	Total Overtime Premium:
							Average Premium O/T Hourly Rate: \$47.79	
							Total Direct Labor \$661,987.08	

Contract No.: I-17-4302

Consultant: Michael Baker International

Date: 11/1/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal			\$50 - \$70
Project Manager	Project Manager II	Isaac Yun	\$40 - \$70
Senior Engineer/Planner	Regional Director	Kenton Zinn	\$40 - \$70
	Technical Manager III	Wendy Vachet	
	National Practice Lead	John Dietrick	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Manager I	Jennifer Chan	\$25 - \$60
	Civil Engineer II	Alicia McConnell	
	Technical Manager II	Parker Thomson	
	Technical Manager I	Dennis Morgan	
	Construction Manager	Mohamad Khudiera	
Staff Engineer/Planner	Civil Engineer I	Joseph Kauzlarich	\$20 - \$40
	Civil Engineer I	Mitchel Cook	
	Civil Engineer I	Brett Mattas	
	Civil Engineer I	Emily Winn	
	Environmental Associate I	Yodsanan Sanpavat	
Engineer /Accountant	Civil Associate II	Christopher Knipp	\$20 - \$60
	Civil Associate I	Xiaone Wei	
	Civil Associate I	Michal Miczek	
	Civil Associate I	Megan Schulz	
	Construction Associate I	Daniel Johnson	
Senior Technical Specialist	Designer III	David Lamb	\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: I-17-4302 Consultant: Michael Baker International

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 36,411.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Contract No.: I-17-4302

Consultant: Michael Baker International

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: Isaac Yun

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: Kenton Zinn

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: John Dietrick

Classification: QA/QC (Structures)

Name: _____

Classification: _____

Name: _____

Classification: _____

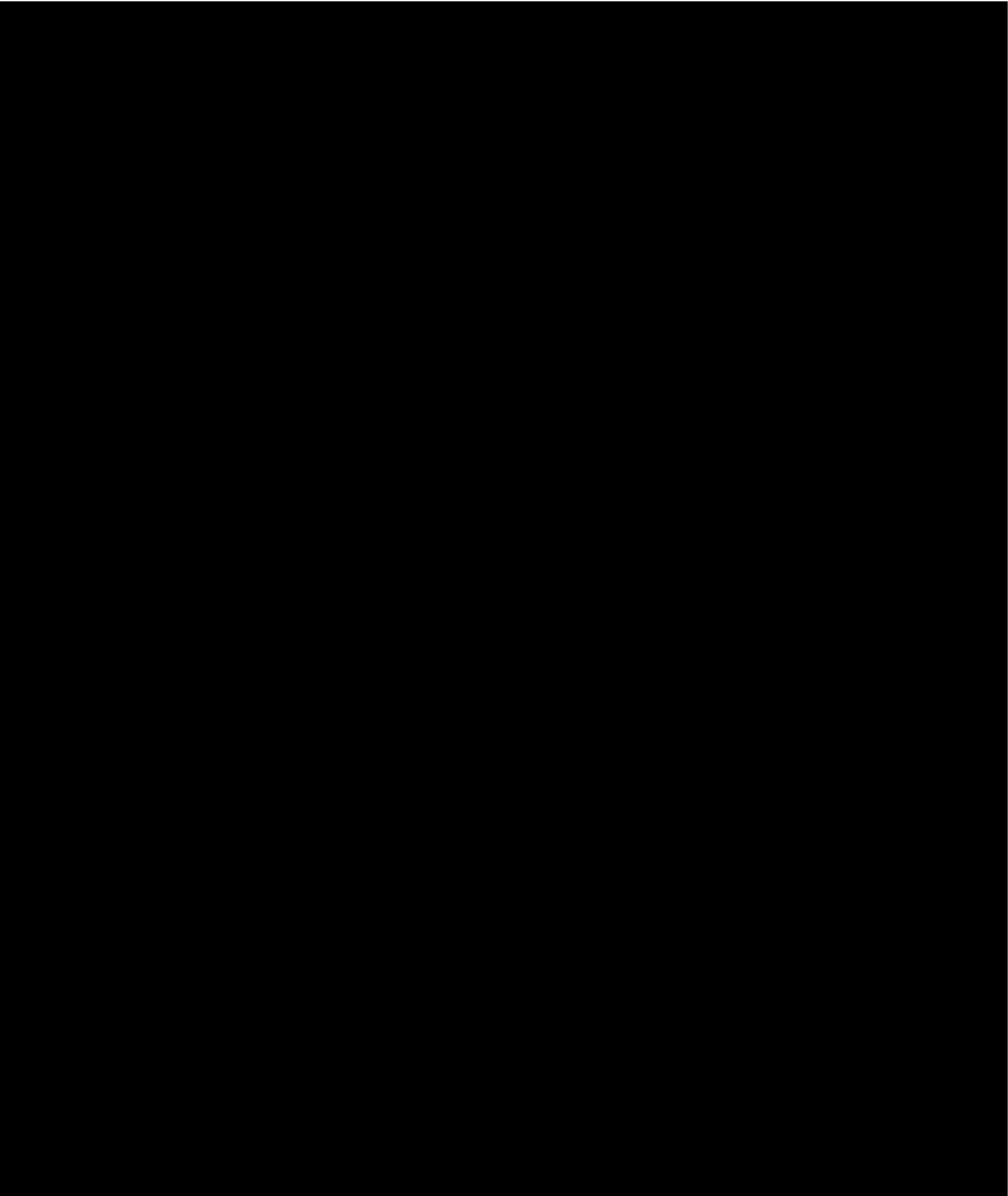
Name: _____

Classification: _____

Michael Baker

INTERNATIONAL

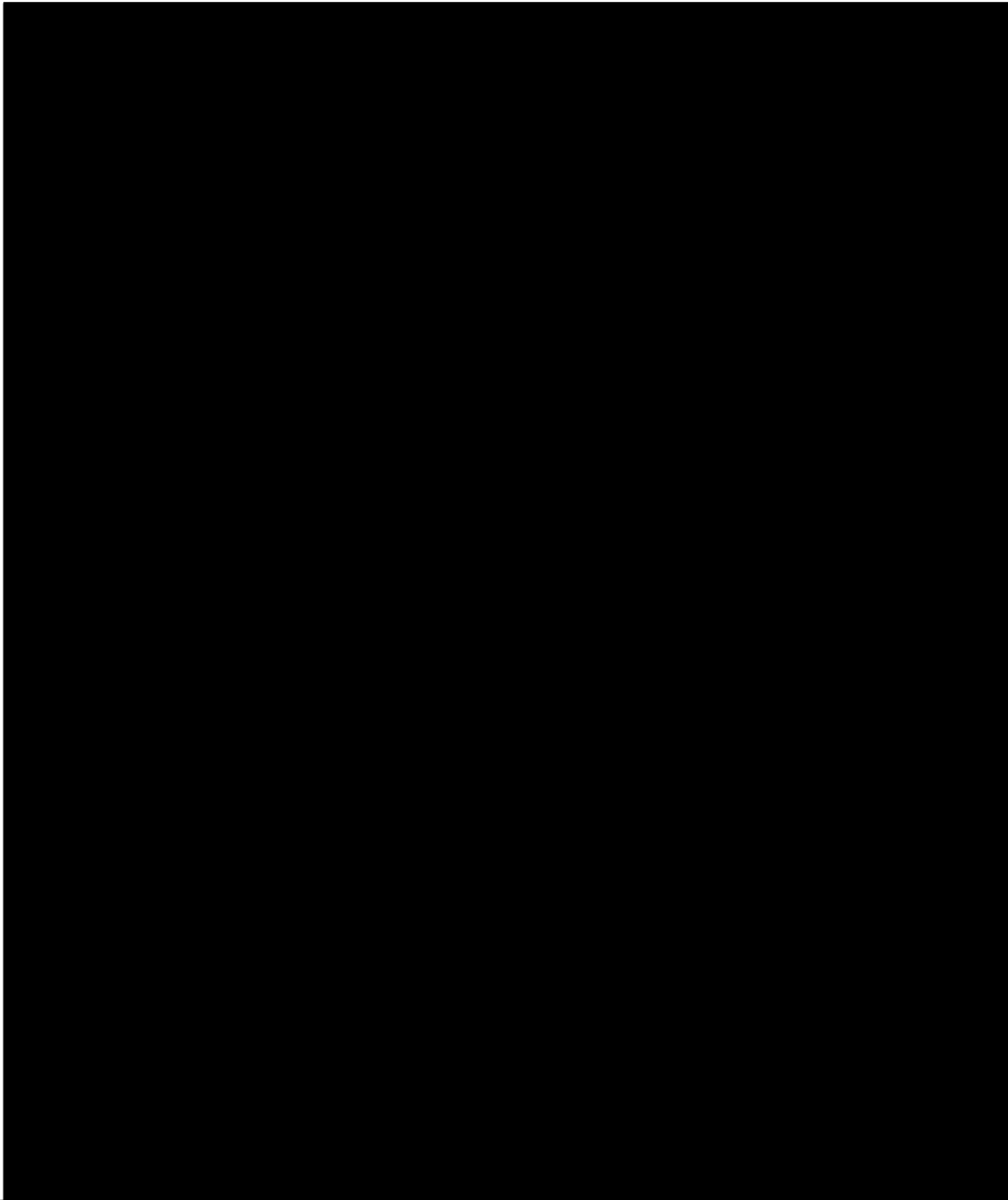
We Make a Difference



Michael Baker

INTERNATIONAL

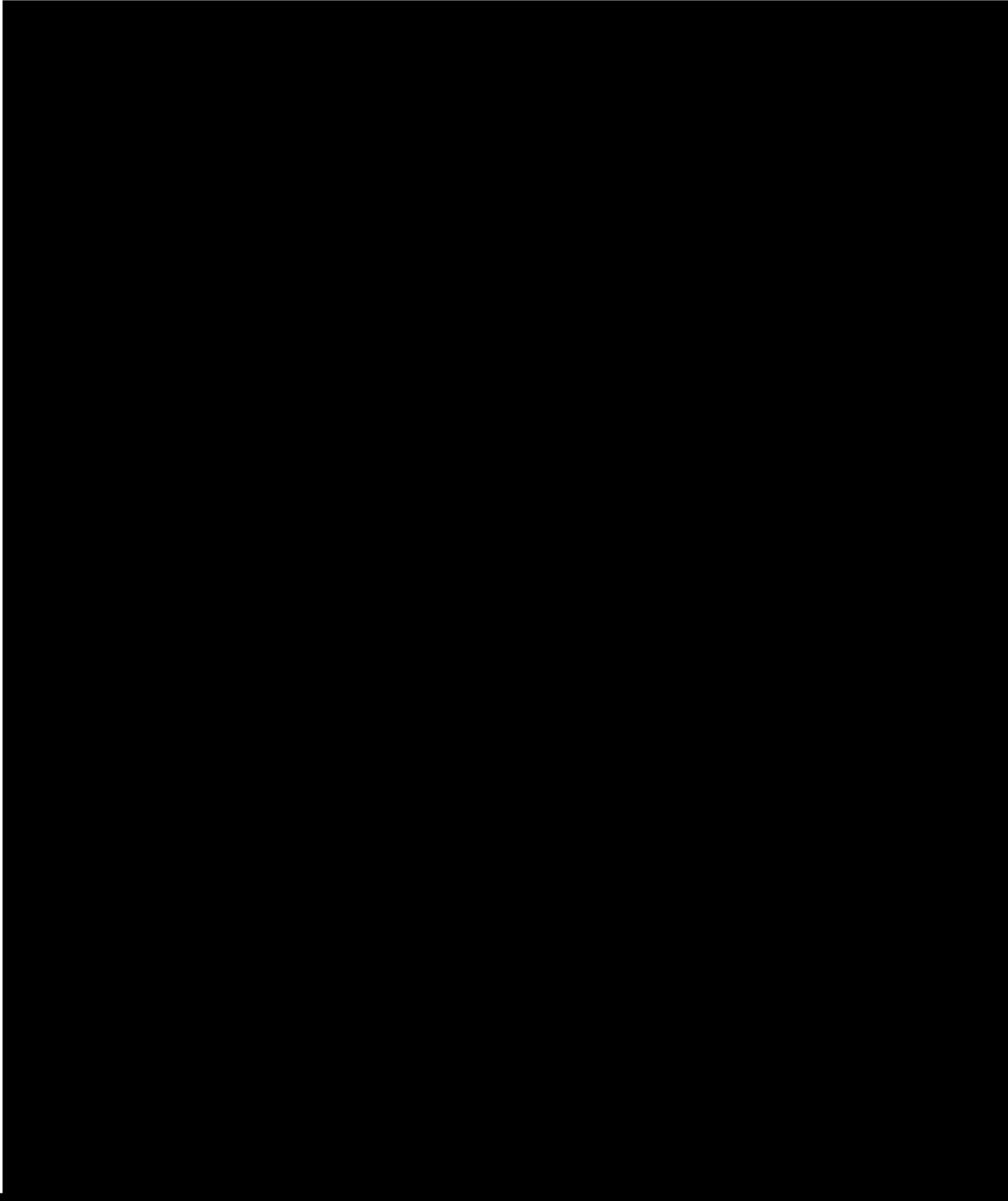
We Make a Difference

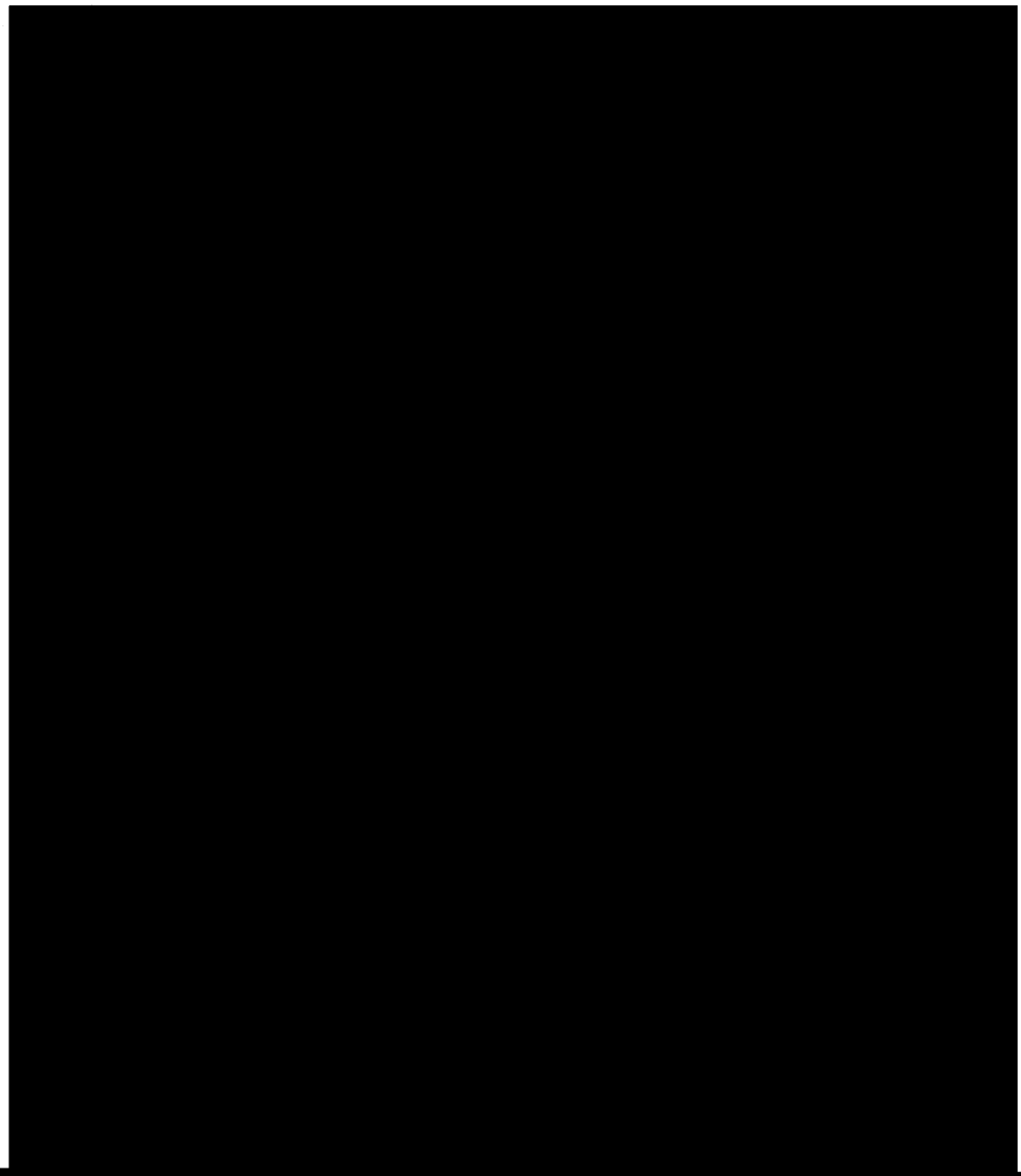


Michael Baker

INTERNATIONAL

We Make a Difference





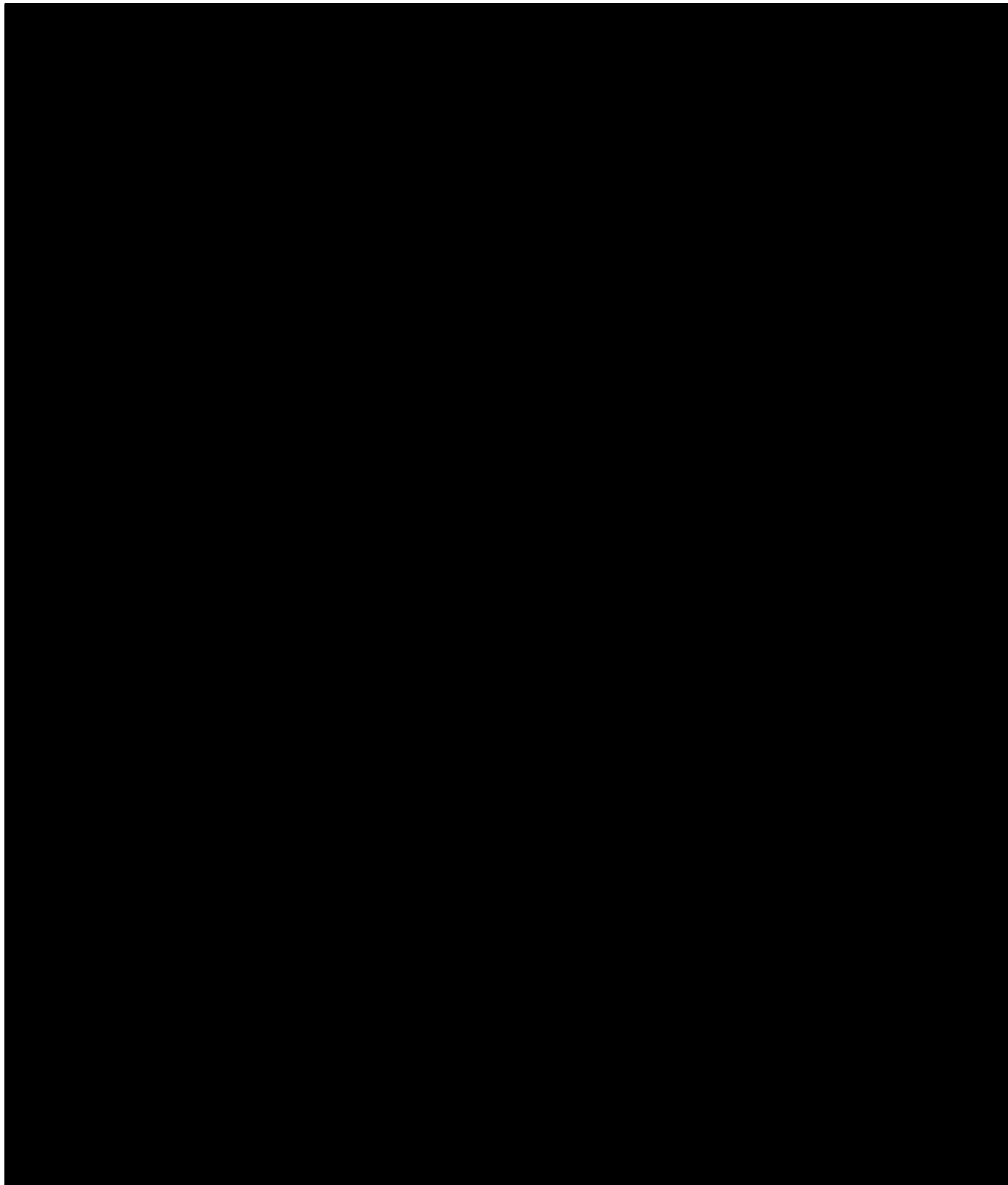


EXHIBIT F

Contract No. I-17-4302

Michael Baker International

SCOPE OF SERVICES

See V3CMBJ Exhibit F and F1 for scope of services.

EXHIBIT G

Contract No. I-17-4302

Michael Baker International

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
EOWA (I-15-4663)	EOWA CM Services	\$5,000,000.00	\$300,000.00	5/31/2018
I-88 (5660)	I-88 Resurfacing CM Services	\$6,148,718.00	\$300,000.00	5/31/2018
IDNR	Dam Removal Services (on-hold)	\$990,000.00	\$900,000.00	12/31/2018
IDOT	Various Bridge Design Services	\$2,000,000.00	\$50,000.00	12/31/2017
IDOT	Various Phase I Services	\$2,000,000.00	\$600,000.00	9/30/2018
IDOT	Harlem Ave Phase I	\$1,500,000.00	\$724,549.00	8/1/2019
IDOT	Cedar St Extension Phase I/II	\$724,549.00	\$300,000.00	4/30/2018
Univ. of IL	Photogrammetry & LiDAR Services (on-hold)	\$1,000,000.00	\$1,000,000.00	12/31/2018
IDOT	I-90 from Cumberland to Harlem - CM	\$560,544.00	\$150,000.00	12/31/2017
IDOT	Various Phase I/II Eng Services for Structure Projects Statewide	\$1,500,000.00	\$1,500,000.00	7/31/2019

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: AES Services, Inc.

Contract Number: I-17-4302

Proposal Date: 11/1/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4302

Consultant: AES Services, Inc.

Grand Total Exhibit A Hours 2,765

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Coordination & Meetings	16	16	16	16	16	16	16	16	16	16	16	16	192
Supplemental Survey	480	480	432	128	16	16	16	16	16	16	16	16	1648
Plat of Highway			40	40	40	40	40	40	40	40	40	40	400
Roadway Design Support						8	5	4	4	4	4	4	33
TOTALS	496	496	488	184	72	80	77	76	76	76	76	76	2273

Contract Number: I-17-4302

Consultant: AES Services, Inc.

AES Services, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Coordination & Meetings	6	4	4	4	4	4	4	4	4	4	4	4	4	50
Supplemental Survey	16	16	16	16	16	16	16	16	16	16	16	16	16	192
Plat of Highway	12	12	12	12	12	12	12	12	10	8	8	8	8	130
Roadway Design Support	4	4	4	4	4	4	4	4	4	4	4	4	4	48
TOTALS	38	36	36	36	36	36	36	36	34	32	32	32	32	420

Contract Number: I-17-4302 Consultant: AES Services, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Coordination & Meetings	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Supplemental Survey														
Plat of Highway														
Roadway Design Support														
TOTALS	2	2	2	2	2	2	2	2	2	2	2	2	2	24

Contract Number: I-17-4302 Consultant: AES Services, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Coordination & Meetings	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Supplemental Survey Plat of Highway														
Roadway Design Support														
TOTALS	2	2	2	2	2	2	2	2	2	2	2	2	2	24

Contract Number: I-17-4302 Consultant: AES Services, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Coordination & Meetings	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Supplemental Survey Plat of Highway														
Roadway Design Support														
TOTALS	2	2	2	2	2	2	2	2	2	2	2	2	2	24

Contract No.: I-17-4302 Consultant: AES Services, Inc.

Date: 11/1/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 1/1/2018
 RAISE DATE: 1/1/2019
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	1/1/2022 - 12/31/2022		
12.0	12.0	12.0	12.0	12.0		
60.0	60.0	60.0	60.0	60.0		
20.00%	20.00%	20.00%	20.00%	20.00%		
Escalation Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period		

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
-	-	-	-	-	-	-
60.0	60.0	60.0	60.0	60.0	60.0	60.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		

The escalation factor for this project is: 100.00%

Contract No.: I-17-4302 Consultant: AES Services, Inc.

Date: 11/1/2017 Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	OVERTIME PREMIUM		Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Total Overtime Premium:				
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	16.00						
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	32.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$70.00	\$70.00	24.00						
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$59.86	\$59.86	41.00						
No	Staff Engineer/Planner	\$20.00	\$40.00	\$38.09	\$38.09	540.00						
No	Engineer /Accountant	\$20.00	\$60.00	\$45.71	\$45.71	540.00						
No	Senior Technical Specialist	\$25.00	\$60.00	\$59.86	\$59.86	540.00						
No	Technical Specialist	\$15.00	\$50.00	\$35.00	\$35.00	650.00						
No	Architect	\$30.00	\$70.00	\$45.71	\$45.71	382.00						
No	Realty Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									
<p>Total Estimated Work Hours: 2,765.00</p> <p>Average Hourly Rate: \$45.31</p> <p>Total Direct Labor: \$125,282.15</p>							<p>Total Estimated O/T Hours:</p> <p>Average Premium O/T Hourly Rate:</p>		<p>Total Overtime Premium:</p>			

Contract No.: I-17-4302

Consultant: AES Services, Inc.

Date: 11/1/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							<u>DIRECT COST</u>		<u>OVERTIME PREMIUM</u>	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours	Total Estimated Work Hours	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Total Overtime Premium:	Estimated O/T Hours:
		\$8.25	\$40.00			2,765.00	2,765.00			
No	Admin/Clerical									

Contract No.: I-17-4302

Consultant: AES Services, Inc.

Date: 11/1/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	President	Mohammed Saleem	\$50 - \$70
	Vice President		
Project Manager	Engineer IV	Jameel Ahmed	\$40 - \$70
Senior Engineer/Planner	Engineer IV	Iulian Gnatenco	\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Engineer III	Bridgett Barrett	\$25 - \$60
		Ismail Attallah	
		Devshi Roy	
		Kanu Vadiya	
Staff Engineer/Planner	Engineer II	Mohammed Abdul Waheed	\$20 - \$40
		Kiran Konduru	
Engineer /Accountant	Engineer I	Summer Megdadi	\$20 - \$60
		Ahmad Saadeh	
		Talha Mohammed	
		Luke Garrett	
		Artem Shostak	
Senior Technical Specialist	Surveyor III	Dean Bauer	\$25 - \$60
Technical Specialist	Surveyor I	Christopher Buma	\$15 - \$50
		Anthony Kollak	
Architect	Surveyor II	Dale Weaver	\$30 - \$70
Realty Specialists	Technician II		\$20 - \$70
Intern	Technician		\$8.25 - \$20
Admin/Clerical	Project Administration		\$8.25 - \$40
	Administration		

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

Lane Closure= 22daysx\$2,625/day=\$57,750

Roadway Worker Protection Training (\$500.00)

Vehicles/Printing/Parking/Tolls/Mail (\$11,114.48)

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 69,364.48

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Contract No.: I-17-4302

Consultant: AES Services, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: **Name:** _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-17-4302

AES Services, Inc.

SCOPE OF SERVICES

Project Limits

I-294 Mainline

Wolf Road (M.P. 36.2) to O'Hare Oasis (M.P. 37.8) – 8,500' (approx.)

O'Hare Oasis Ramps

NB Exit and SB Entrance Ramp Terminals – 1,000' (approx.) each

Cross Roads (assumes reconstruction/repairs due to construction activities)

Mannheim Road – 400' (approx.); includes the intersection of Mannheim Road and Waveland Avenue

Mannheim Road intersection with the East Frontage Road – 300' (approx.)

Mannheim Road intersection with Front Street – 300' (approx.)

Franklin Avenue – 400' (approx.)

Site Work/Parallel Roads (assumes reconstruction/repairs due to construction activities)

Quality Inn parking lot

AviStar Airport Parking lot

Bensenville Yard - truck storage lot

Village of Franklin Park access road and King Street

Gage Avenue

Bridges & Culverts

Mainline Bridges No. 396 & 397 over the Bensenville RR Yard

Silver Creek Culvert

Crystal Creek Tributary A Culvert

AviStar Airport Parking Culvert

Retaining Walls

NB – 500' north of Panoramic Drive to Oasis – 700' (approx.)

SB – South of Oasis to Mannheim Road – 1,100' (approx.)

SB – South of Franklin Avenue – 1,550' (approx.)

Noise Wall

NB; Residential area in Franklin Park east of I-294 – 1,000' (approx.) on bridge and ground-mounted

Survey Scope

Horizontal and Vertical Control

Horizontal and vertical control of sufficient accuracy and density will be provided by the Tollway.

No additional control needed.

Supplementary Topographic Survey

Existing survey (collected with lidar) will be provided to be verified.

Roadway appurtenances within the limits to be verified.

Full roadway and ditch elevations at 50' sections throughout the project limits.

Full survey of the areas for improvements off the Tollway system.

Structures Survey

Bridge deck surface elevations.

Retaining wall elevations and alignments (bottom of wall and top of wall).

Noise wall location.

Drainage Survey

All existing drainage structures including storm sewers, sanitary sewers, combined sewers and water main systems and appurtenances.

Rim and invert elevations for sewer structures including manholes, catch basins and inlets.

Invert elevations, sizes, type of material and direction of flow for pipes.

R.O.W. Verification

Existing R.O.W. locations throughout the project limits.

Existing utility easements.

Existing access control fence.

Existing R.O.W. survey information will be provided to be verified.

Preparation of Plat of Surveys

Research and field work the preparation of up to 6 plats for land acquisition.

Pickup Survey

Three days of additional pickup survey per mile of roadway for any additional survey deemed necessary by the client.

Preparation of DTM

Survey data for all collected survey and pickup survey (where applicable).

An existing DTM may be provided from aerial survey. The collected survey data may need to be combined with data from the existing DTM.

Deliverables

CADD file providing all line work and topographic features surveyed, to be updated with supplementary survey (where applicable).

Existing DTM

Composite DTM, to be updated with pickup survey (where applicable).

Drainage inventory with invert information, to be updated with pickup survey (where applicable).

Plats of Surveys

ASCII files of all surveyed points.

Field notes with additional information.

General Requirements

Utilize the IDOT standard survey point code system in coordination with Tollway survey standards and guidelines.

All CADD files provided shall be Microstation/Geopak/PowerGeopak V8i SELECTseries 4 (SS4), prepared with version 08.11.09.878 or higher.

Roadway Support:

AES will provide roadway design support for preparation of contract plans, special provisions and cost estimate. The scope will be identified by V3 Companies & Michael Baker (V3CMBJ).

Total estimated hours for roadway design support will be 105 Hours.

EXHIBIT G

Contract No. I-17-4302

AES Services, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-12-4058	Surveying and Land Acquisition Services Upon Reque:	\$60,000	\$60,000	TBD
RR-15-9976R	Traffic Engineer Services	\$476,000	\$307,000	Dec-19
P-91-319-13	Phase I Studies for Various Projects	\$215,000	\$153,000	2019
D-91-022-14	IL 47 from North of IL 120 to US Contract under negotiation			2019
P-91-437-13	14, Phase II Project, McHenryCounty. Phase I Studies for Various Projects, Various Counties	\$169,000	\$0	2019
P-91-226-15	Region One, District One. Various Phase I Projects, Various Routes, Various	\$240,000	\$128,000	Jun-18
P-91-347-15	Counties, Region One/ District One. Various Phase I Projects	Contract under negotiation		
PSB 15-02/9	Land Acquisition Services Upon Request - Systemwid as- needed Surveying	\$270,000		2020
D-91-020-16	Various Phase II Projects, Various Routes, Various	\$1,500,000	\$34,291	Dec-17
P-91-404-16	Counties, Region One, District One IL 62 from IL 25 to IL 68, Phase I Project,	\$215,000		Dec-18
P-91- 475-16	Kane and Cook Counties, Region One, District One Phase I, IL 43 (Harlem Avenue) from 46th Street	Contract under negotiation		
D-91-472-16	to south of 53rd Street, Cook County, Region One, District One Phase II, Various Safety Assessment Projects,	Contract under negotiation		
C-91-174-17	Various Routes, Various Counties, Region One/ District One Construction Inspection for I-55 at Weber Road	\$1,581,000		Aug-19
I-17-4302	Interchange Reconstruction/Add Lanes Phase II Tri-State Tollway, Roadway Reconstruction	Contract under negotiation		
D-91-002-18	Bridge Rehab. Various Phase II Projects, Various Routes, Various	\$1,100,000	\$1,100,000	Dec-20

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: **AMES Engineering, Inc.**

Contract Number: **I-17-4302**

Proposal Date: **11/1/2017**

Exhibit Pointers **Editable cells in each exhibit are underlined in red**

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

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

Contract Number: I-17-4302

Consultant: AMES Engineering, Inc.

Grand Total Exhibit A Hours

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Project Management	2	2	1	1	1	2	1	1	1	1	1	1	1	15
QA/QC						6								6
Concept Lighting	8	8	8	8	8	10								50
Preliminary Lighting							50	50	50	50	50	50	50	300
PreFinal Lighting														
Final Lighting														
TOTALS	10	10	9	9	9	18	51	51	51	51	51	51	51	371

Contract Number: I-17-4302

Consultant: AMES Engineering, Inc.

AMES Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS OF YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Management	1	1	1	2	1	1	1	1	1	2	2	2	17
QA/QC				8					6				14
Concept Lighting													
Preliminary Lighting	50	50	50	50	52	52	52	52	52	52	52	52	200
PreFinal Lighting													
Final Lighting													416
TOTALS	51	51	51	60	53	53	53	53	53	60	54	54	647

Contract Number: I-17-4302

Consultant: AMES Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Project Management	2	2													4
QA/QC		8													8
Concept Lighting															
Preliminary Lighting															
PreFinal Lighting	52	52	8	8	8	8	8	8	8	8	8	8	8	8	184
Final Lighting															
TOTALS	54	62	8	8	8	8	8	8	8	8	8	8	8	8	196

Contract Number: I-17-4302 Consultant: AMES Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Management											2	2	4
QA/QC													
Concept Lighting													
Preliminary Lighting													
PreFinal Lighting													
Final Lighting	8	8	8	8	8	8	8	8	8	8	20	20	120
Construction Services													
TOTALS	8	8	8	8	8	8	8	8	8	8	22	22	124

Contract Number: I-17-4302

Consultant: AMES Engineering, Inc.

AMES Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Management	2	2	2	2	2	2	2	2	1	1	1	1	20
QA/QC				8						8			16
Concept Lighting													
Preliminary Lighting													
PreFinal Lighting													
Final Lighting	20	20	20	20	20	20	20	20	20	20	20	4	224
TOTALS	22	22	22	30	22	22	22	22	21	29	21	5	260

Contract No.: I-17-4302 Consultant: AMES Engineering, Inc.

Date: 11/1/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 1/1/2018
 RAISE DATE: 1/1/2019
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	1/1/2022 - 12/31/2022
Date Date	Date Date	Date Date	Date Date	Date Date
12.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0
20.00% Factor First Period	20.00% Escalation Factor Second Period	20.00% Escalation Factor Third Period	20.00% Escalation Factor Fourth Period	20.00% Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date Date	Date Date	Date Date	Date Date	Date Date
60.0	60.0	60.0	60.0	60.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4302 Consultant: AMES Engineering, Inc.

Date: 11/1/2017 Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated O/T Hours:		
							Total Estimated Work Hours:	Average Premium O/T Hourly Rate:	
							Total Estimated O/T Hours:	1,598.00	
							Average Premium O/T Hourly Rate:	\$43.95	
							Total Direct Labor	\$70,232.10	
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
No	Principal	\$50.00	\$70.00						
No	Project Manager	\$40.00	\$70.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$52.45	\$52.45	598.00			
No	Resident Engineer	\$40.00	\$70.00		\$43.68				
No	Project Engineer/Planner	\$25.00	\$60.00	\$43.68	\$43.68	500.00			
No	Staff Engineer/Planner	\$20.00	\$40.00						
No	Engineer/Accountant	\$20.00	\$60.00						
No	Senior Technical Specialist	\$25.00	\$60.00						
No	Technical Specialist	\$15.00	\$50.00	\$34.04	\$34.04	500.00			
No	Architect	\$30.00	\$70.00						
No	Really Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						

Contract No.: I-17-4302

Consultant: AMES Engineering, Inc.

Date: 11/1/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES						DIRECT COST OVERTIME PREMIUM	
Classification Eligible for Premium Overtime? No	Tollway Classification Admin/Clerical	Tollway MINIMUM Hourly Rate for Classification	\$8.25	Tollway MAXIMUM Hourly Rate for Classification	\$40.00	Total Estimated Work Hours:	1,598.00
		Average Hourly Rate for Classification (See Note A to Right)		Average Hourly Rate for Classification (See Note B to Right)		Average Premium O/T Hourly Rate:	\$43.95
		Escalated Average Hourly Rate for Classification (See Note B to Right)		Escalated Average Premium Hourly Rate (See Note C to Right)		Total Overtime Premium:	\$70,232.10
		Estimated Work Hours (Including Overtime)		Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			

Contract No.: I-17-4302

Consultant: AMES Engineering, Inc.

Date: 11/1/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal			\$50 - \$70
Project Manager			\$40 - \$70
Senior Engineer/Planner	Sr Electrical Engineer	Brenda D Lowery	\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Ahsan Siddiqi	\$25 - \$60
	Project Engineer	Mirza M Baig	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	CADD Technician	Syed Shafeeq-Ur Rahman	\$15 - \$50
	CADD Technician	Ramesh Vyas	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: I-17-4302 Consultant: AMES Engineering, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 6,850.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Contract No.: I-17-4302

Consultant: AMES Engineering, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. I-17-4302

AMES Engineering, Inc.

SCOPE OF SERVICES

Ames Engineering, Inc. (AEI) will be the sub-consultant to V3CMBJ_TM to provide Roadway Lighting Plans, Specifications and Estimate (PS&E) required for the above project. Included with this work are review of the Concept Plan and Updating the Concept Plan, preparation of Preliminary, Pre-Final and Final Plans. This project will be divided into 3 construction packages: advance coordination with I-294/Western Access Interchange, misc items and 2 mainline contracts for permanent lighting. AEI will prepare PS&E for each of these packages.

EXHIBIT G

Contract No. I-17-4302

AMES Engineering, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Tollway PSB 13-4, Item	Lighting, Roadway Design, ITS	\$560K	\$91K	2018
Tollway PSB 14-3, Item 7 14-5704	Various/Construction Inspection	\$340K	\$19K	2017
Tollway PSB 15-2, Item 3 4655	Construction Inspection	\$450K	\$24K	2017
Tollway PSB 17-2, Item 8 16-4276	Phase II	\$100K	\$100K	2018
Tollway PSB 17-2, Item1 I-17-4274	Phase II	\$121K	\$121K	2019
Tollway PSB 17-3, Item 2 4297	Phase II	Pending Negotiations	\$593K	2022
Tollway PSB 17-3, Item 3 4298	Phase II	Pending Negotiations	TBD	2022
Tollway PSB 17-3, Item 4 4299	Phase II	Pending Negotiations	\$120K	2022
Tollway PSB 17-3, Item 7 4302	Phase II	Pending Negotiations	TBD	2022
Tollway PSB 17-3, Item 17 16-4282	Construction Inspection	Pending Negotiations	TBD	TBD
Tollway PSB 17-3, Item 24 4682	Construction Inspection Upon Request	Pending Negotiations	\$360K	2020
IDOT-2 PTB 162, Item 21 C-92-041- 12	Various/Construction Inspection	\$116K	\$30K	2017

IDOT-1 PTB 162, Item 1 D-91- 376-14	Lightingm Pavement Marking, Signing, ADA Ramps	\$98K	\$1K	2017
IDOT-1 PTB 163, Item 17 D-91-268- 12	Phase II	Pending Negotiations	TBD	TBD
IDOT-1 PTB 164, Item 4 D-91-424- 12	Lighting/Traffic Signals	\$44K	\$10K	2017
IDOT-1 PTB 165, Item 8 D-91-12-13	Lighting/Traffic Signals	\$125K	\$15K	2017
IDOT-1 PTB 167, Item 14 D-91-177- 13	Civil/Ligjting Phase II	\$148K	\$61K	On Hold
IDOT-1 PTB 169, Item 3 D-91-010- 14	Lighting	\$40K	\$1K	2017
IDOT-1 PTB 169, Item 16 D-91-424- 13	Lighting	\$49K	\$38K	2017
IDOT-1 PTB 170, Item 2 D-91-116- 14	Lighting	\$13K	\$2K	2016
IDOT-1 PTB 174, Item 7 D-91-101- 15	Various Phase II	\$236K	\$1K	2017
IDOT-1 PTB 177, Item 5 D-91-013- 16	Traffic Control and Signage Review	\$240K	\$203K	2019
IDOT-1 PTB 178, Item 6 D-91-119- 16	Phase I, II and III Plan Review	\$417K	\$45K	2018
IDOT-1 PTB 181, Item5 D-91-477-16	Lighting	\$28K	\$28K	2019

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Aqua Vitae Engineering, LLC

Contract Number: I-17-4302

Proposal Date: 11/1/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4302

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Pre-Final	16	16	16	16	16	16	16	16	16	16	16	16	16	112
Final								16	16	16	16	16	16	80
TOTALS	16	16	16	16	16	16	16	16	16	16	16	16	16	192

Contract Number: I-17-4302 Consultant: Aqua Vitae Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Final	16	16												32
Project Hiatus			4	4	4	4	4	4	4	4	4	4	4	40
TOTALS	16	16	4	4	4	4	4	4	4	4	4	4	4	72

Contract Number: I-17-4302 Consultant: Aqua Vitae Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Project Hiatus	4	4	4	4	4	4	4	4	4	4	4	4	4	48
TOTALS	4	4	4	4	4	4	4	4	4	4	4	4	4	48

Contract Number: I-17-4302

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Hiatus	4	4												8
Finalize Plans			8	8	8	8	8							40
Post-Design								8	8	8	8	8	8	40
TOTALS	4	4	8	8	8	8	8	8	8	8	8	8	8	88

Contract No.: I-17-4302 Consultant: Aqua Vitae Engineering, LLC

Date: 11/1/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 1/1/2018
 RAISE DATE: 1/1/2019
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	1/1/2022 - 12/31/2022		
12.0	12.0	12.0	12.0	12.0		
60.0	60.0	60.0	60.0	60.0		
20.00% Factor First Period	20.00% Escalation Factor Second Period	20.00% Escalation Factor Third Period	20.00% Escalation Factor Fourth Period	20.00% Escalation Factor Fifth Period		

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
-	-	-	-	-	-	-
60.0	60.0	60.0	60.0	60.0	60.0	60.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		

The escalation factor for this project is: 100.00%

Contract No.: I-17-4302

Consultant: Aqua Vitae Engineering, LLC

Date: 11/1/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated Work Hours:		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)		
							Total Estimated Work Hours:	Average Premium O/T Hourly Rate:	Estimated O/T Hours:	Total Overtime Premium:	
No	Principal	\$50.00	\$70.00	\$56.28	\$56.28	756.00	756.00				
No	Project Manager	\$40.00	\$70.00								
No	Senior Engineer/Planner	\$40.00	\$70.00								
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00								
No	Staff Engineer/Planner	\$20.00	\$40.00								
No	Engineer /Accountant	\$20.00	\$60.00								
No	Senior Technical Specialist	\$25.00	\$60.00								
No	Technical Specialist	\$15.00	\$50.00								
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
							Total Estimated Work Hours:	\$42,547.68			

Contract No.: I-17-4302

Consultant: Aqua Vitae Engineering, LLC

Date: 11/1/2017

Escalation Factor: 100.00%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES						DIRECT COST OVERTIME PREMIUM			
Total Estimated Work Hours:		756.00		Escalated Average Hourly Rate for Classification (See Note B to Right)		Escalated Average Overtime Hourly Rate (See Note C to Right)		Total Overtime Premium:	
Average Hourly Rate:		\$56.28		Average Hourly Rate for Classification (See Note A to Right)		Escalated Average Overtime Hourly Rate (See Note C to Right)		Total Overtime Premium:	
Total Direct Labor		\$42,547.68		Tollway MINIMUM Hourly Rate for Classification		Tollway MAXIMUM Hourly Rate for Classification		Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
Tollway Classification		Admin/Clerical		\$8.25		\$40.00		Escalated Average Overtime Hourly Rate (See Note C to Right)	
Classification Eligible for Premium Overtime?		No							

Contract No.: I-17-4302

Consultant: Aqua Vitae Engineering, LLC

Date: 11/1/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	President	Gary D. Paradoski, P.E.	\$50 - \$70
Project Manager			\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner			\$25 - \$60
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Contract No.: I-17-4302

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. I-17-4302

Aqua Vitae Engineering, LLC

SCOPE OF SERVICES

Erosion & Sediment Control and Landscaping design for three anticipated construction contracts. General drainage support that could include development of drainage removal and/or drainage plans and potentially permitting. Associated quantities, special provisions and specifications.

EXHIBIT G

Contract No. I-17-4302

Aqua Vitae Engineering, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-17-4300	Tri-State Tollway, Roadway Reconstruction, Roosevelt Road (MP 30.5) to St. Charles Road (MP 32.3)	\$770,000.00	\$770,000.00	12/31/2022
I-17-4306	Tri-State Tollway Bridge Rehabilitation, Repairs & Demolition, Various Locations	\$47,000.00	\$47,000.00	10/31/2022
I-17-4302	Tri-State Tollway Roadway Reconstruction and Bridge Rehabilitation, Wolf Rd (MP 36.2) to O'Hare Oasis (MP 37.8)	\$120,000.00	\$120,000.00	12/31/2022
MO-17-1238	Systemwide Pavement Roadway Management Services	\$483,000.00	\$483,000.00	12/31/2022
I-17-4677	Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard: Erosion & Sediment Control and Landscaping design.	\$159,620.00	\$159,620.00	4/30/2020
I-17-4674	Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange Westbound Collector Distributor Road: Erosion & Sediment Control and Landscaping design.	\$51,750.00	\$51,750.00	11/31/2019
RR-16-9198	Systemwide Construction Management Upon Request, Non-Roadway	\$60,000.00	\$60,000.00	12/31/2018
I-16-4257	Environmental Studies Upon Request: Environmental Inspector for erosion and sediment control, NPDES, IEPA, USACE, IDNR, and local storm sewer permits who has the experience to evaluate and recommend corrective actions in the field.	\$50,000.00	\$50,000.00	7/31/2021
RR-16-4253	Roadway and Bridge Rehabilitation-Design, Reagan Memorial Tollway MP 76.1 (IL 251) to MP 91.4 (Annie Glidden Road): Erosion and Landscaping field inspection, note preparation, design and quantity calculations. Attend INVEST meetings.	\$57,902.78	\$0.00	3/31/2018
I-16-4249	I-90 and Systemwide Construction Management Services Upon Request: Erosion & Sediment Control inspections and reporting. I-90 at Roselle Road Interchange (MP 65.5),	\$30,000.00	\$13,200.00	12/31/2018
I-14-4193	Construction Management Services US 45 (Milburn Bypass) North of Milburn Road to North of Grass Lake Road, Phase III:	\$16,800.00	\$15,960.00	5/31/2018
C-91-010-16	Erosion & Sediment Control and USACE 404 field inspections and reporting.	\$49,730.73	\$49,730.73	12/31/2018

	Various Maintenance Construction Engineering/Erosion and Sediment Control/Landscape Architecture for Various Projects: SWPPP review, ESC Field Meetings, Erosion & Sediment Control and USACE 404 Reporting for IDOT let projects throughout District 1.	\$97,336.77	\$88,265.60	3/31/2020
C-91-324-16	Various development and storm water management permits for a private property management co.	Time & Materials	Approx. \$4,000	12/31/2017
Private	Various urban infill land redevelopment projects: ESC inspections, storm water and Best Management Practices (BMPs) design and specifications.	Time & Materials	Approx. \$15,000	5/31/2018
Private	Various greenfield residential land development projects: ESC inspections, storm water and Best Management Practices (BMPs) design and specs.	Time & Materials	Approx. \$8,000	11/31/2018
LCFPD	Stream stabilization design and permitting.	\$13,600.00	\$4,100.00	3/31/2018

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____ -
 TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ _____ -
 TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ _____ -

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: DAMA Consultants, Inc

Contract Number: I-17-4302

Proposal Date: 11/1/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4302 Consultant: DAMA Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Grand Total Exhibit A Hours	1,518
Coordination meeting with DCM, the two DSE and Tollway FO management vendor	8	8	8	19	20										63
30% Concept Design						24	24	24	24	46	60	60			262
TOTALS	8	8	8	19	20	24	24	24	24	46	60	60			325

Contract Number: I-17-4302

Consultant: DAMA Consultants, Inc

DAMA Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Preliminary and Final ITS underground design	100	100	100	100	100	100	100	80	80	70	40	40	1010
TOTALS	100	100	100	100	100	100	100	80	80	70	40	40	1010

Contract Number: I-17-4302 Consultant: DAMA Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
ITS																	
Administration	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	48
TOTALS	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	48

Contract Number: I-17-4302 Consultant: DAMA Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
ITS																	
Administration	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	48
TOTALS	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	48

Contract Number: I-17-4302 Consultant: DAMA Consultants, Inc

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Final ITS Constroction Documentation	10	10	10	10	10	10	7	4	4	4	4	4	87
ITS Bill of Material Provision Specification													
TOTALS	10	10	10	10	10	10	7	4	4	4	4	4	87

Contract No.: I-17-4302

Consultant: DAMA Consultants, Inc

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>1,518.00</u>	X	<u>\$ 44.02</u>	=	TOTAL DIRECT SALARY \$ <u>66,822.36</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)		

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

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>187,102.61</u>
---	-----------------------------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	<u>\$885.73</u>
--------------------	-----------------

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS	\$ <u>-</u>
--------------------------	-------------

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)	

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)	

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

	\$ <u>187,988.34</u>
--	-----------------------------

Contract No.: I-17-4302 Consultant: DAMA Consultants, Inc

Date: 11/1/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 1/1/2018
 RAISE DATE: 1/1/2019
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	1/1/2022 - 12/31/2022
Date	Date	Date	Date	Date
12.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0
20.00% Factor First Period	20.00% Escalation Factor Second Period	20.00% Escalation Factor Third Period	20.00% Escalation Factor Fourth Period	20.00% Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date
60.0	60.0	60.0	60.0	60.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4302

Consultant: DAMA Consultants, Inc

DAMA Consultants, Inc

Date: 11/1/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Escalated Work Hours (Including Overtime)	Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
										Estimated Overtime Hours	Average Premium Overtime Hourly Rate
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	262.00	1,518.00	\$44.02	\$66,822.36		
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	270.00					
No	Senior Engineer/Planner	\$40.00	\$70.00								
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$30.00	\$30.00	986.00					
No	Staff Engineer/Planner	\$20.00	\$40.00								
No	Engineer /Accountant	\$20.00	\$60.00								
No	Senior Technical Specialist	\$25.00	\$60.00								
No	Technical Specialist	\$15.00	\$50.00								
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								

Contract No.: I-17-4302

Consultant: DAMA Consultants, Inc

Date: 11/1/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES						DIRECT COST		
						OVERTIME PREMIUM		
<p>Total Estimated Work Hours: 1,518.00</p> <p>Average Hourly Rate: \$44.02</p> <p>Total Direct Labor: \$66,822.36</p>						<p>Total Estimated O/T Hours:</p> <p>Average Premium O/T Hourly Rate:</p> <p>Total Overtime Premium:</p>		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (See Note D to Right)
No	Admin/Clerical	\$8.25	\$40.00					

Contract No.: I-17-4302

Consultant: DAMA Consultants, Inc

Date: 11/1/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	President	Bader Hafeez, PE	\$50 - \$70
Project Manager	Project Manager	Monte Chen	\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Karl Sturm	\$25 - \$60
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)	\$	<u>885.73</u>
--	-----------	----------------------

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Contract No.: I-17-4302

Consultant: DAMA Consultants, Inc

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. I-17-4302

DAMA Consultants, Inc.

SCOPE OF SERVICES

DAMA is to review the Tri-State master plan's concept of the ITS elements, including ITS staging during MOT and to be limited to the installation of IPDC foundations, ITS Gantry and DMS foundations and the underground backbone duct which contain power and fiber optic cable.

DAMA is to coordinate with the DCM and I-17-4307 DSE to ensure operational and communication requirements are fulfilled for each stage of MOT. Also, to coordinate with I-17-4308 DSE to ensure that final ITS device design is in conformance with the corridor requirements so that the ITS assets are properly transferred.

DAMA shall perform ITS underground design and prepare contract plans and documents for implementation. The underground ITS structure includes conduits and ducts to support fiber optics and power. In addition to other ITS underground structure elements such as handholes, manholes and other ITS appurtenances and miscellaneous for the installation of two IPDC foundations, three ITS Gantry and DMS foundations. The work scope is limited only to the ITS installation of underground and foundation elements only.

The ITS strip map and the temporary locations for ITS devices during construction will provided by the Tollway.

EXHIBIT G

Contract No. I-17-4302

DAMA Consultants, Inc

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PTB 182-01	MOT design	\$86,000.00	\$86,000.00	6/30/2018
PTB 178-08	Construction Inspection on EB I-90	\$118,000.00	\$58,000.00	11/30/2017

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	_____		Direct Costs	_____		Services by Others	_____		Additional Services **	_____		Total this Subconsultant (ULC)	\$ _____	-	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	_____		Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
Direct Labor	_____																														
Direct Costs	_____																														
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Direct Labor	\$ _____	-																													
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Additional Services **	\$ _____	-																													
Total this Subconsultant (ULC)	\$ _____	-																													

** Additional services funds require prior authorization before use

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

Contract Information Sheet

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

Consultant Name: DB Sterlin Consultants, Inc.

Contract Number: I-17-4302

Proposal Date: 11/1/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4302

Consultant: DB Sterlin Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Subsurface Utility Engineering	16	16	4	4	4	4	4	4	4	4	4	4	4	72
Structural Engineering Support	45	45	45	45	45	45	45	45	45	45	45	45	45	540
TOTALS	61	61	49	49	49	49	49	49	49	49	49	49	49	612

Contract Number: I-17-4302

Consultant: DB Sterlin Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Subsurface Utility Engineering	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Structural Engineering Support	4	4	4	4	4	4	4	4	4	4	4	4	4	48
TOTALS	6	6	6	6	6	6	6	6	6	6	6	6	6	72

Contract Number: I-17-4302 Consultant: DB Sterlin Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Subsurface Utility Engineering	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Structural Engineering Support	4	4	4	4	4	4	4	4	4	4	4	4	4	48
TOTALS	6	6	6	6	6	6	6	6	6	6	6	6	6	72

Contract Number: I-17-4302 Consultant: DB Sterlin Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Subsurface Utility Engineering	4	4	4	4	4	4	4	4	4	4	4	4	4	48
Structural Engineering Support	50	50	50	50	50	55	50	50	50	50	50	50	50	605
TOTALS	54	54	54	54	54	59	54	54	54	54	54	54	54	653

Contract No.: I-17-4302 Consultant: DB Sterlin Consultants, Inc.

Date: 11/1/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 1/1/2018
 RAISE DATE: 1/1/2019
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	1/1/2022 - 12/31/2022
Date Date	Date Date	Date Date	Date Date	Date Date
12.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0
20.00%	20.00%	20.00%	20.00%	20.00%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date Date	Date Date	Date Date	Date Date	Date Date
60.0	60.0	60.0	60.0	60.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4302

Consultant: DB Sterlin Consultants, Inc.

Date: 11/1/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
							Estimated O/T Hours:	Premium O/T Hourly Rate:			
No	Principal	\$50.00	\$70.00				2,156.00	132.00			
No	Project Manager	\$40.00	\$70.00								
No	Senior Engineer/Planner	\$40.00	\$70.00	\$60.00	\$60.00	588.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$50.00	\$50.00	543.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$38.00	\$38.00	420.00					
No	Engineer /Accountant	\$20.00	\$60.00								
No	Senior Technical Specialist	\$25.00	\$60.00	\$53.00	\$53.00	192.00					
Yes	Technical Specialist	\$15.00	\$50.00	\$31.66	\$31.66	413.00		15.83	132.00		
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
No	Admin/Clerical	\$8.25	\$40.00								
							Total Direct Labor	\$101,633.84	Total Overtime Premium:	\$2,089.56	

EXHIBIT "1"

Contract No.: I-17-4302

Consultant: DB Sterlin Consultants, Inc.

Date: 11/1/2017

Escalation Factor: 100.00%
(From Exhibit C-1)

<u>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</u>						<u>DIRECT COST - OVERTIME PREMIUM</u>	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated O/T Hours: 132.00
							Average Premium O/T Hourly Rate: \$15.83
Total Estimated Work Hours: 2,156.00 Average Hourly Rate: \$47.14 Total Direct Labor: \$101,633.84 Total Overtime Premium: \$2,089.56							
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)
							Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)

Contract No.: I-17-4302

Consultant: DB Sterlin Consultants, Inc.

Date: 11/1/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal			\$50 - \$70
Project Manager			\$40 - \$70
Senior Engineer/Planner	Senior Engineer II	William Kucera	\$40 - \$70
	Senior Engineer II	M. Basar Civelek	
	Senior Engineer I	Anthony Wiedmann	
	Senior Engineer I	Michael Hurtubise	
	Project Engineer III	Victor Cardona	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer II	Michael Miller	\$25 - \$60
	Project Engineer II	Brigida Franco Hogan	
	Project Engineer II	Craig Cleland	
	Project Engineer II	Nicholas Riha	
	Project Engineer II	David Wilcox	
Staff Engineer/Planner	Engineer III	Demetria Sese	\$20 - \$40
	Engineer III	Eurie Bayan	
	CADD Technician II	Christopher Formosa	
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Professional Land Surveyor II	Thomas Galbreath	\$25 - \$60
	CADD Manager	Michael Kritz	
	CADD Manager	Nebojsa Scekcic	

Contract No.: I-17-4302

Consultant: DB Sterlin Consultants, Inc.

Date: 11/1/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Technical Specialist	Survey Crew Member II	Umit Yurdacan	\$15 - \$50
	Survey Crew Member II	Andrew Weis	
	Survey Crew Member II	Urban Gutierrez	
	Survey Crew Member II	Chan Kwong	
	Survey Crew Member II	Enrique Gaitan	
	Survey Crew Member I	Gavin Kabak	
	Survey Crew Member I	Francisco Villanueva	
	Survey Crew Member I	Jason Gutierrez	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: I-17-4302 **Consultant:** DB Sterlin Consultants, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>

- B. ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

Traffic Control - \$1500/day

Potholing: 80@\$3000/each (estimated)

Railroad fees - Flaggers, insurance, safety training, application fees - Assume \$22000

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) **\$ 193,335.69**

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Contract No.: I-17-4302

Consultant: DB Sterlin Consultants, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: **Name:** _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-17-4302

DB Sterlin Consultants, Inc.

SCOPE OF SERVICES

Work will include:

- Structural Support (as needed)
- SUE - Identify surface utility features, help prime consultant in identifying potential conflicts (surveys and measure-downs at manholes by others)-
- SUE - Hire subconsulting firm to provide potholing as needed - assume 80 locations (surveys by others)

EXHIBIT G

Contract No. I-17-4302

DB Sterlin Consultants, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-16-4266	IL 53 North Extension EIS	500,000	500,000	1/1/2022
RR-16-4275	Edens Spur Rehabilitation Design	300,000	100,000	1/1/2020
I-17-4676	I-490/I-90 System Interchange Design	1,300,000	1,300,000	1/1/2020
I-17-4300	I-294 Roosevelt to St. Charles Design	770,000	770,000	1/1/2023
I-17-4302	I-294 Wolf Rd to O'Hare Oasis Design	900,000	900,000	1/1/2023
RR-16-9198	CM Upon Request	260,000	260,000	1/1/2020
I-17-4679	I-390/I-490 System Interchange CM	300,000	300,000	1/1/2022
RR-16-4253	I-88 IL 251 to Annie Glidden CM	3,000,000	3,000,000	6/1/2020
I-17-4682	EOWA CM Upon Request	480,000	480,000	1/1/2020
RR-16-4282	I-94 CM Upon Request	200,000	200,000	1/1/2020

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: GSG Consultants, Inc.

Contract Number: I-17-4302

Proposal Date: 11/1/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4302

Consultant: GSG Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Geotechnical Investigation	120	120	200	200	200	200	200	200	50					1490
TOTALS	120	120	200	200	200	200	200	200	50					1490

Contract Number: I-17-4302 Consultant: GSG Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical Investigation												2	2
TOTALS												2	2

Contract Number: I-17-4302 Consultant: GSG Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical Investigation												2	2
TOTALS												2	2

Contract Number: I-17-4302 Consultant: GSG Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical Investigation												2	2
TOTALS												2	2

Contract Number: I-17-4302 Consultant: GSG Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical Investigation												2	2
TOTALS												2	2

Contract No.: I-17-4302 Consultant: GSG Consultants, Inc.

Date: 11/1/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 1/1/2018
 RAISE DATE: 1/1/2019
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	1/1/2022 - 12/31/2022		
12.0	12.0	12.0	12.0	12.0		
60.0	60.0	60.0	60.0	60.0		
20.00% Factor First Period	20.00% Escalation Factor Second Period	20.00% Escalation Factor Third Period	20.00% Escalation Factor Fourth Period	20.00% Escalation Factor Fifth Period		

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date

The escalation factor for this project is: 100.00%

Contract No.: I-17-4302

Consultant: GSG Consultants, Inc.

Date: 11/1/2017
 Escalation Factor: 100.00%
 (From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES									
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	DIRECT COST		
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Escalated Average Premium Overtime Hourly Rate (See Note D to Right)	Estimated Overtime Hours (Overtime Hours Only)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	60.00	Total Estimated O/T Hours: 1,500.00	Average Premium O/T Hourly Rate: \$39.28	Total Overtime Premium: \$58,920.00
No	Project Manager	\$40.00	\$70.00	\$52.00	\$52.00	180.00			
No	Senior Engineer/Planner	\$40.00	\$70.00	\$45.00	\$45.00	300.00			
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$40.00	\$40.00	230.00			
No	Staff Engineer/Planner	\$20.00	\$40.00	\$30.00	\$30.00	200.00			
No	Engineer /Accountant	\$20.00	\$60.00						
No	Senior Technical Specialist	\$25.00	\$60.00						
No	Technical Specialist	\$15.00	\$50.00	\$32.00	\$32.00	470.00			
No	Architect	\$30.00	\$70.00						
No	Realty Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						
No	Admin/Clerical	\$8.25	\$40.00	\$27.00	\$27.00	60.00			

Contract No.: I-17-4302

Consultant: GSG Consultants, Inc.

Date: 11/1/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Sassila, Ala	\$50 - \$70
Project Manager	Project Manager	Letzel, Scott	\$40 - \$70
	Project Manager	Olson, Jay	
	Project Manager	Shah, Jigar M.	
	Project Manager	Suda, Robert	
Senior Engineer/Planner	Senior Engineer	Edgell, Dawn	\$40 - \$70
	Senior Engineer	Chandhuri, Kalyan S.	
	Senior Engineer	Shaikh, Kaleem	
	Project Manager	Thomas, Crispin	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Johnson, Charles	\$25 - \$60
	Project Engineer	Chipko, Matthew	
	Project Engineer	Jarass, Qassem	
	Project Engineer	Riad, Ossama	
	Project Engineer	Rothamer, Jeffery	
Staff Engineer/Planner	Staff Engineer	Flores, Edwin	\$20 - \$40
	Staff Engineer	Kizawi, Ameer	
	Staff Engineer	Votava, Jeffery	
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	Inspector	Cagney, Thaddeus	\$15 - \$50
	Inspector	McCoy, David	
	Inspector	Oliver, Lindsey	
	Inspector	Motlani, Imran	
	Inspector	Rowe, Joshua	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrator	Garman, Hala	\$8.25 - \$40
	Administrator	Zarco, Petra	

Contract No.: I-17-4302 Consultant: GSG Consultants, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

Drilling

Laboratory Testing

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 305,835.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Contract No.: I-17-4302

Consultant: GSG Consultants, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. I-17-4302

GSG Consultants, Inc.

SCOPE OF SERVICES

GSG will advance soil borings in accordance with the ISTHA latest version of the Geotechnical Manual (2017). This will include the following:

Description	No. of Borings	Est. Depths (ft)
Culverts		
Silver Creek	2	50
Crystal Creek	2	40
Avistar Airport Parking	2	40
Walls		
Retaining Walls	57	50
Noise Walls	5	30
Roadway		
Embankment Widening / Stability	8	20
Other		
OH Signs / DMS/ Gantry	18	40
IPDC Building	4	25

The scope for each of the improvement items on the project are described below.

Retaining Walls

New retaining walls will be completed along the main alignment and future ramps. For wall heights greater than 20 feet, borings will be completed at 50-foot spacing; wall heights less than 20 feet will have boring spacings of 75 feet. All borings will be completed to depths of twice the height of the walls. Borings will also be completed approximately 40 feet from the face of the highest walls for slope stability analysis. A total of fifty-seven (57) borings will be completed, to an average depth of 50 feet.

Noise Walls

New noise walls will be completed along the main alignment and future ramps. The borings will be spaced at 100 feet. All borings will be completed to depths of twice the height of the walls. A total of five (5) borings will be completed, to an average depth of 30 feet.

Roadway and Embankment Construction

We will advance a maximum of thirty (30) borings to depths of 15 feet for subgrade improvements along the proposed roadway alignment and cross roads at Mannheim Road. Borings will be spaced approximately 300 feet in alternating directions of traffic.

Sign Structures – Section 3.6.3.4

Per the ISTHA Manual Section 3.6.3.4, borings will be completed at each proposed location for new overhead sign structures. Borings will be completed to depths based on the proposed structure heights and foundation depths, per the Illinois Tollway standard sign drawings. A total of eighteen (18) borings will be completed to depths of 40 feet.

IPDC Facilities – Section 3.6.3.4

Per the ISTHA Manual Section 3.6.3.5, borings will be completed at opposite corners of each proposed location. Borings will be completed to depths based on the proposed structure. A total of four (4) borings, 2 borings at each structure location, will be completed to depths of 25 feet.

EXHIBIT F

Contract No. I-17-4302

GSG Consultants, Inc.

SCOPE OF SERVICES

Below is GSG's project approach for the investigations and reporting.

Subsurface Exploration

It is assumed that access to any adjacent private properties will be obtained by the Tollway prior to mobilization.

GSG will coordinate / perform the followings:

Coordinate with railroad, CP Rail ROE, and secure site access permit

Conduct a visual reconnaissance of the project area to evaluate access for drilling equipment and locate proposed soil boring locations. During our reconnaissance, we will determine site accessibility and boring locations.

Prepare sampling plan showing the boring locations based on site condition, accessibility, and safety considerations.

GSG will contact JULIE 48-hour prior to starting the field activities and clear underground utilities at the site. /we will also conduct joint meet with utility representative and the Tollway prior to starting any field activities.

Arrange for traffic control for soil borings requiring traffic control during field activities.

Mobilize truck-mounted and ATV drill rigs as appropriate to the project area and perform subsurface exploration activities. Soil samples will be collected using split-barrel samples utilizing the Standard Penetration Test (SPT) procedures.

As required by Geotechnical Manual, rock coring will be completed at various structures in accordance with ASTM D2113.

Subsurface exploration and sampling activities will be supervised by an experienced geotechnical engineer. All material recovered from each split barrel will be carefully examined and visually classified at the time of sampling by the field geotechnical engineer. The field geotechnical engineer will prepare a written record (field log) providing SPT results, soil classification, field observations and other relevant data.

Soil samples will be preserved in a 2 in. diameter, 8 ounce, screw-top, airtight clear glass jars. The soil samples will be placed in the jars and sealed as soon as taken, and the jars will be stored in cardboard boxes, marked and identified. The jar labels will show the section number, boring number, depth at which sample was taken, and number of SPT blows. The samples shall be protected against freezing and the jars against breakage, and will be delivered to the soil laboratory on a daily basis for laboratory testing.

We will backfill each borehole with soil cuttings or grout mix, based on the subsurface condition after completion of all field explorations and after all samples, observations and information have been collected. Patch top of each borehole with asphalt or concrete mixed in accordance with existing surface.

Environmental Sampling - GSG will coordinate with the project team and advance soil borings using geoprobe to collect environmental soil samples. Location and depths of the environmental borings will be provide by the prime consultant.

Laboratory Testing Program

GSG will perform laboratory testing program on selected soil samples. The type of the laboratory testing program is dependent upon the type of soil encountered but will generally include visual engineering classification, natural moisture content, unit weight, unconfined compressive strength tests, organic content tests, and Atterberg limits testing.

Geotechnical Data Report

GSG will prepare and submit geotechnical data report providing summary of the field investigation, and providing copies of boring logs and soil profile based on the results of the site investigation for in the preparation of the geotechnical reports by others.

EXHIBIT G

Contract No. I-17-4302

GSG Consultants, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Various, 4032	Environmental	\$900,000.00	\$150,000.00	12/30/2017
I-90, 4187	CM	\$1,676,368.00	\$20,000.00	8/30/2017
I-294, 4224	Geotechnical	\$1,740,949.00	\$300,000.00	12/31/2017
EOWA 4656	Geotechnical	\$1,225,000.00	\$950,000.00	12/31/2018
EOWA 4659	Assessment and CM	\$2,275,000.00	\$1,350,000.00	12/31/2018
EOWA 4657	Geotechnical	\$60,564.00	\$60,564.00	12/31/2018
4257	Environmental	\$750,000.00	\$750,000.00	12/31/2020

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>2 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>7 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>3 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>8 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>4 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>9 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-
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** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: SE3, LLC

Contract Number: I-17-4302

Proposal Date: 11/1/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4302 Consultant: SE3, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Barrier Warrant																
Analysis																
Civil Design Support																
TOTALS	39	39	39	39	39	37	37	37	37	37	37	37	37	37	37	454

Grand Total Exhibit A Hours 1,402

Contract Number: I-17-4302 Consultant: SE3, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Barrier Warrant	18	18	18	18	18	18	18	18	18	18	18	18	18	216
Analysis	19	19	19	19	19	19	19	19	19	19	19	19	19	228
Civil Design Support														
TOTALS	37	37	37	37	37	37	37	37	37	37	37	37	37	444

Contract Number: I-17-4302 Consultant: SE3, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Barrier Warrant Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	60
Civil Design Support	5	5	5	5	5	5	5	5	5	5	5	5	5	
TOTALS	5	5	5	5	5	5	5	5	5	5	5	5	5	60

Contract Number: I-17-4302

Consultant: SE3, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Barrier Warrant Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0
Civil Design Support	5	5	5	5	5	5	5	5	5	5	5	5	5
TOTALS	5	5	5	5	5	5	5	5	5	5	5	5	5
													60

Contract Number: I-17-4302 Consultant: SE3, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Barrier Warrant Analysis	12	12	12	12	12	12	12	12	12	12	12	12	12	144
Civil Design Support	20	20	20	20	20	20	20	20	20	20	20	20	20	240
TOTALS	32	32	32	32	32	32	32	32	32	32	32	32	32	384

Contract No.: I-17-4302 Consultant: SE3, LLC

Date: 11/1/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 1/1/2018
 RAISE DATE: 1/1/2019
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	1/1/2022 - 12/31/2022
Date Date	Date Date	Date Date	Date Date	Date Date
12.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0
20.00%	20.00%	20.00%	20.00%	20.00%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date Date	Date Date	Date Date	Date Date	Date Date
60.0	60.0	60.0	60.0	60.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4302

Consultant: SE3, LLC

Date: 11/1/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Overtime Premium:				
							Escalated Average O/T Premium Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	25.00	Total Estimated O/T Hours: 1,402.00	Average Premium O/T Hourly Rate: \$45.58	Total Overtime Premium: \$63,903.16		
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	215.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$51.93	\$51.93	135.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.08	\$45.08	414.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$28.73	\$28.73	222.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$27.75	\$27.75	20.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$42.23	\$42.23	311.00					
No	Technical Specialist	\$15.00	\$50.00								
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
No	Admin/Clerical	\$8.25	\$40.00	\$22.65	\$22.65	60.00					

EXHIBIT "1"

Contract No.: I-17-4302

Consultant: SE3, LLC

Date: 11/1/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	President	Vernal Stewart	\$50 - \$70
Project Manager	Senior Project Manager	Jason R. Martin	\$40 - \$70
		Raymond K. Kumapley	
		Brian K. Scifers	
Senior Engineer/Planner	Project Manager	Keith L. Keslinke	\$40 - \$70
		Steve M. Schuessler	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	David W. Bennett	\$25 - \$60
		Adam R. Moline	
		Ryan R. Doerrer	
Staff Engineer/Planner	Staff Engineer	Evelina Perry	\$20 - \$40
		Stanley Y. Cho	
		Brooke A. Snow	
		Alice W. Ha	
Engineer /Accountant	Accountant	Sandra O. Clocuh	\$20 - \$60
Senior Technical Specialist	Technician	Steven V. Johnson	\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrative Assistant	Kristen M. Martin	\$8.25 - \$40
		Nancy J. Carlson	
		Pamela A. Corrello	

Contract No.: I-17-4302 Consultant: SE3, LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT** - rate based on link below
*.97

- B. **ALLOWABLE DIRECT COSTS** - based on link below
http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF

- C. **ITEMIZED DIRECT COSTS** - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

DIRECT COST CATEGORY

None

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 1,071.15

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Contract No.: I-17-4302

Consultant: SE3, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. I-17-4302

SE3, LLC

SCOPE OF SERVICES

ASSUMPTIONS

General

- 1) Revisions to the drawings for Construction Revisions, if required, will be performed under a separate agreement or supplement.
- 2) All survey data will be performed by others and provided to SE3.
- 3) This base scope of services is based on a constricted ROW condition. Additional services to construct the full widening as recommended in the Master Planning Study will require approval prior to executing the design services.

Barrier Warrant Analyses (BWA)

- 1) Concrete barrier wall assumed as shown in the Master Plan exhibits.
- 2) Evaluate Level 2 and Level 3 areas of concern (AOCs) within the project limits. Estimate that three Level 3 AOCs and nine Level 2 AOCs require analysis.
- 3) New BWAs performed in accordance with the Tollway's 2017 Traffic Barrier Guidelines.
- 4) Civil design for addressing slope condition issues at breakaway devices to be addressed by others.
- 5) Civil design and details to incorporate BWA results into contract plans to be addressed by others.

Civil Design Support

- 1) SE3 will be assigned design activities by V3/Baker in support of preparing construction contract PS&E documents. SE3 will notify V3/Baker of estimated level of effort to execute assigned activities, to be mutually agreed upon prior to SE3 commencing assigned activities.
- 2) All printing and production direct costs for milestone submittals to be undertaken by others. SE3 will provide all submittal materials electronically to be printed by others.

Administration

- 1) Assume 3 project meetings with V3/Baker to coordinate BWA findings with the design plans.
- 2) Assume 2 review meetings with the Tollway to discuss milestone BWA review comments.
- 3) Assume 10 team coordination meetings with V3/Baker for civil design support.
- 4) Assume 10 milestone comment resolution meetings for civil design support.

SCOPE - TASK SUMMARY

Barrier Warrant Analyses

- 1) Limited field investigation required due to widening & reconstruction.
- 2) Concept: Prepare BWA concept presentation exhibits and attend BWA Concept meeting.
- 3) Preliminary Submittal: Prepare sample barrier warrant analyses at AOC locations comprised of two Level 2 analyses and two Level 3 analyses for submittal to the Tollway for review through V3/Baker.
- 4) Pre-Final Submittal: Address Preliminary comments and prepare all BWA report AOC locations for submittal to the Tollway through V3/Baker.

5) Final Submittal: Address Pre-Final submittal comments and provide a revised BWA submittal to the Tollway through V3/Baker.

Civil Design Support

- 1) SE3 shall provide civil design support to V3/Baker as assigned for developing contract PS&E documents.
- 2) Perform field reconnaissance as required. Two field trips assumed.
- 3) Attend team coordination meetings as required.
- 4) Attend milestone submittal comment resolution meetings and final plan check.

Administration

- 1) Develop and maintain Consultant QA/QC Plan. Includes performing periodic quality control reviews at the various project milestones.
- 2) General project administration and preparation of invoices.

EXHIBIT G

Contract No. I-17-4302

SE3, LLC

CURRENT OBLIGATIONS FOR PROJECTS

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders) (*)	Fee Remaining To Be Earned (*)	Estimated Date of Completion
RR-10-9973	Illinois Tollway, GEC Contract	\$6,696,691.21	\$616,577.23	12/31/2017
PTB 159/11	IDOT, US 45 from IL 132 to Washington ST.	\$77,785.91	\$77,785.91	7/31/2019
P-91-346-15	IDOT, Phase I Various Geometrics Program Management	\$83,402.63	\$ 6,124.63	5/31/2019
RR-16-4265	Illinois Tollway, DCM Contract	\$13,315,050.50	\$13,293,243	4/01/2023
D-91-008-14	IDOT, IL 47 from Charles Road to North of IL Route 120, Phase II	TBD	TBD	TBD
D-91-199-16	IDOT Phase II Various-Variou	TBD	TBD	TBD
MO-12-1237	Illinois Tollway, Pavement Management Services	\$135,000.00	\$1,944.68	12/31/2017
I-13-4613	Illinois Tollway, Elgin-O'Hare CUR, CM	\$500,000.00	\$10,647.14	12/31/2017
D-91-434-12	IDOT, Various/Variou Phase II Traffic Signal Design	\$400,000.00	\$43,637.83	06/30/2018
D-91-104-14	IDOT, Phase II Various-Variou	\$250,000	\$12,579.57	12/31/2017
P-91-119-14	IDOT, Various/ Variou Phase 1	\$103,566.18	\$ 13,425.02	8/31/2017
PTB 173/12	IDOT, Various/ Variou Phase II Traffic Signal Design	\$600,000	\$600,000	12/31/2019
PTB 164/4	IDOT, US 45 (Milburn Bypass)Phase II	\$157,886.21	\$1,137.64	12/31/2017
RR-13-4116	Illinois Tollway, I-88, Reconstruction, York to I-290	\$263,745.22	\$33,684.21	9/30/2017
P-91-120-14	IDOT, Various Phase I	TBD	TBD	TBD
RR-14-4223	Central Tri-State Tollway Master Plan	\$860,000.00	\$62,395.32	12/31/2017
I-15-4654	Illinois Tollway, Elgin O'Hare Western Access Corridor CUR, CM	\$300,000.00	\$56,895.83	2/28/2019
RR-16-9189	Systemwide Facilities CUR	\$248,000.00	\$120,754.85	12/31/2018
RR-16-4255	Roadway and Bridge Rehab, I-355, MP 12.3 to MP 22.3	\$653,569.90	\$456,337.73	11/30/2022
RR-16-4256	Roadway and Bridge Rehab, I-355, MP 22.3 to MP 29.8	\$255,484.00	\$213,111.51	11/30/2022
P-92-017-10	I-280 over the Mississippi River near Milan, PI/II	TBD	TBD	TBD
P-92-005-15	IDOT Various Phase I/II Projects	\$243,414.00	\$243,414.00	8/31/2020
I-17-4674	Tollway Westbound Collector Distributor Rd. Phase II	\$224,250.00	\$224,250.00	11/03/2019
I-17-4675	Tollway Eastbound Collector Distributor Rd. Phase II	\$92,500.00	\$92,500.00	12/31/2019

Rev 6/2016

Version 15

EXHIBIT G
Contract No. I-17-4302
SE3, LLC
CURRENT OBLIGATIONS FOR PROJECTS

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders) (*)	Fee Remaining To Be Earned (*)	Estimated Date of Completion
RR-16-4276	Tollway Systemwide Design Services Upon Request. Phase II	\$100,000.00	\$100,000.00	5/31/2019
RR-13-4117	Tollway East West Connector CMS	\$213,000.00	\$213,000.00	5/31/2019
MO-17-1238	SW PRMS	TBD	TBD	TBD
I-17-4304	ISTHA I-294 DUR	TBD	TBD	TBD
I-17-4308	ISTHA I-294 ITS&Light Install, 95 th to Balmoral	TBD	TBD	TBD
I-17-4315	ISTHA I-294 CUR	TBD	TBD	TBD
I-17-4296	ISTHA I-294 Recon, 95 th to LaGrange	TBD	TBD	TBD
RR-17-4293	SW CUR	TBD	TBD	TBD
I-17-4297	ISTHA I-294 Recon, 75 th to I-55	TBD	TBD	TBD
I-17-4298	ISTHA I-294 Recon, I-55 Ramps to Ogden Ave	TBD	TBD	TBD
I-17-4302	ISTHA I-294 Recon, Bridge&Rehab, Wolf to O'hare Oasis	TBD	TBD	TBD

TBD values, no contract has been executed as of the time of this submittal

Contract No.: I-17-4302

Consultant: SE3, LLC

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

Table with 10 columns (1-10) and rows for Direct Labor, Direct Costs, Services by Others, Additional Services **, and Total this Subconsultant (ULC). All values are zero.

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>6</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>2</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>7</p> <hr/> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>3</p> <hr/> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>8</p> <hr/> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>4</p> <hr/> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>9</p> <hr/> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>5</p> <hr/> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>10</p> <hr/> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>

** Additional services funds require prior authorization before use

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

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

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