

RESOLUTION NO. 21364

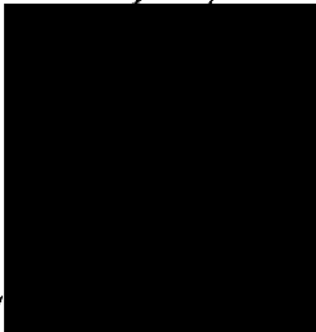
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, on the Tri-State Tollway (I-294) various locations, on Contract No. I-17-4305. Baxter & Woodman Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,462,900.00. 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 Baxter & Woodman Inc., to obtain Design Services, for Contract No. I-17-4305 with an upper limit of compensation not to exceed \$3,462,900.00, 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

[Handwritten mark]



October 26, 2017

Mr. John V. Ambrose, P.E.
President/CEO
Baxter & Woodman Inc.
8678 Ridge Road
Crystal Lake, IL 60012

**Re: Contract I-17-4305
Tri-State Tollway, Bridge Rehabilitation
Repairs and Demolition, Various Locations
Design Section Engineering Services**

NOTICE TO PROCEED

Dear Mr. Ambrose:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated August 31, 2017, for Design Section Engineering Services for Contract I-17-4305. You are hereby authorized to commence with the work as of October 26, 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. The code requires the General Contractor awarded a Tollway contract to submit certification/disclosure forms from subcontractors of all tiers whose contract value exceeds \$50,000. If you have not already submitted the required documentation, the subcontractor forms must be submitted within **15 days** from this Notice-to-Proceed date or after execution of the sub-contract, whichever is later.

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

Revised: 3/1/2017

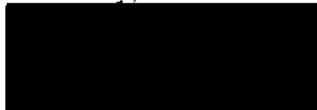
ILLINOIS TOLLWAY
2700 Ogden Avenue | Downers Grove, IL 60515 | p. 630.241.6800 | TTY 630.241.6988
www.illinoistollway.com

Contract I-17-4305
Notice to Proceed
Page 2 of 2

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

Please contact Michael Brink at 630-241-6800 extension 3824 for further information.

Sincerely,



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

cc: Greg Stukel
Michael Brink
John Donato
Contract Services
Program Controls
Lane Closures

Dorothy Jablonski
Sue Biggs
Victoria Santiago

File: 02.4305.01.04 LT_Tollway_PDK_4305BaxterWoodman-NTP_10262017



Contract: I-17-4305

PSB: 17-3, Item 10

Consultant: Baxter & Woodman, Inc.

PM: Michael Brink

Reviewer: Grace Gomez

Review Date: 10/02/2017

Resolution:	Ok
Agreement	Ok
Proposal	Ok
Certifications/Disclosures	Ok
Delinquent Debt	Ok
DBE Compliance:	Ok
W-9 Form	Not Required
Certificate of Good Standing:	Ok
Certificate of Insurance:	Ok

Exhibits A-H

All exhibits meet the Tollway's requirements.

Baxter & Woodman, Inc.
2IM
Bowman Consulting Group, Ltd.
GEI Consultants, Inc.
GSG Consultants
Peralte-Clark, LLC
Quigg Engineering, Inc.
Singh & Associates, Inc.
STV Incorporated - Ok
Telecom Engineering Services, Inc.

1.4.10 Item 10. I-17-4305, Tri-State Tollway, Bridge Rehabilitation, Bridge Repairs, Bridge Demolition, Various Locations

This project has an 18% D/M/WBE participation goal and 1.5% VOS/SDVOSBE participation goal.

Phase II engineering services are required for the preparation of contract plans and specifications for the proposed bridge rehabilitation, bridge repairs and bridge rehabilitation as determined by the Tollway, on the Tri State Tollway between 95th Street (M.P. 17.8) and Balmoral Avenue (M.P. 40.0). 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 three or more construction packages as follows:

1. Bridge modifications to 88th / Cork Avenue, 5th Avenue, and Willow Springs Road bridges over I-294.
2. Bridge repairs to I-55 Ramp A-B over Commonwealth Avenue.
3. Repairs to 47th Street and 55th Street bridges over Flagg Creek.

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

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

The following structures are included in this project:

- Bridge 177: 88th Street and Roberts Road: one mainline structure
- Bridge 185: 5th Avenue: one crossroad structure
- Bridge 187: Willow Springs: one crossroad structure
- Bridge 245: Ramp AB: one ramp structure
- Bridge 253: 55th Street over Flagg Creek: one crossroad structure
- Bridge 257: 47th Street over Flagg Creek: one crossroad structure

Construction estimate: Category C.

Firms must be prequalified by IDOT in the following categories:

Structures (Highway Bridges: Typical)

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 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.

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

Note: This instruction will disappear when all data is complete

Item # 10 I-17-4305 Tri-State Tollway, Bridge Rehabilitation, Repairs, & Demolition, Various Locations. Phase II Engineering Services.

Prime Consultant Information		Prime Contact Information (ONLY "1")		Diversity Information		NOTE: Provide only One (1) Person under Key Personnel		ISTHA		IDOT		OTHER				
Prime Consultant Firm Name	Prime FEIN Number	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a D/M/WBE Yes / No	Does Proposal Contain Mentor Protégé Proposal Yes / No	Percentage Commitment of D/M/WBE on Project, INCLUDING PRIME, IF DBE	Percentage Commitment of VOSB on Project, INCLUDING PRIME, IF VOSB	Key Personnel (1)	Key Personnel / Resident Engineer (1)	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee all Projects	Total Fee Remaining all Projects
Baxter & Woodman, Inc.		John Mick II, PE	815-444-3308	jmick@baxterwoodman.com	No	Yes	20.00%	2.00%	Denis Hogan, PE	JIM MCNALLY, PE, LEED AP, CPESC	\$ -	\$ -	\$ 10,711,000	\$ 4,715,000	\$ 7,634,000	\$ 7,634,000
<p>Sub-Contractor Diversity Information: The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, if necessary, during negotiations. NOTE: Review Instructions Tab</p>																
Sub-Consultant Information		Sub Contact Information (ONLY "1")		Sub Role and % of Work												
For Each Sub-Consultant Enter Prime Consultant Firm Name	Sub-Consultant Firm Name	FEIN Number	Provide "1" Project Manager for Sub-Consultant	Role (brief) of Sub-Consultant	Contact Phone Number (1)	Contact Email (1)	Percentage (%) of work to be performed by Sub-Consultant	IL UCP, City of Chgo or N/A	City of Chicago, Cook County or N/A	City of Chicago, Cook County or N/A	Yes or No SBA 8(a)	Yes or No VOSB / SDVOSB	Choose from the dropdown menu below	Male or Female	Yes or No M/P	
Baxter & Woodman, Inc.	2M Group, LLC		Luis Montgomery, PE	Drainage, Barrier Wall	312-508-5156	luis.m@2mgroup.com	7.00%	IL UCP	N/A	Cook County	No	No	Hispanic	Male	No	
Baxter & Woodman, Inc.	Bowman Consulting Group, Inc.		Matthew Lelton	Structural, Structural	312-614-0380	mlleton@bowmancg.com	15.00%	N/A	N/A	N/A	No	No	Caucasian	Male	No	
Baxter & Woodman, Inc.	GSG Consultants, Inc.		Aia Sassia, PH.D., PE	Geotechnical	312-733-6282	asassia@gsg-consult.com	2.00%	IL UCP	N/A	City of Chicago	No	No	Hispanic	Male	No	
Baxter & Woodman, Inc.	Peralle-Clark, LLC		Jaan-Alix Peralle	Erosion Control, Road	847-485-8069	jaan-alix.peralle@pe.com	8.00%	N/A	N/A	N/A	No	No	Hispanic	Male	No	
Baxter & Woodman, Inc.	Quigg Engineering, Inc.		Francis Neilson	Survey, Roadway	312-629-0240	frneilson@quiggeng.com	8.00%	IL UCP	N/A	N/A	No	No	African American	Female	No	
Baxter & Woodman, Inc.	Singh & Associates, Inc.		Harvind K. Singh	Lighting	312-629-0240	hkaur@singhinc.com	3.00%	IL UCP	N/A	Cook County	No	No	Caucasian	Male	No	
Baxter & Woodman, Inc.	STV Incorporated		J. Edward Jenkins	Structural, Construct	704-816-2514	edward.jenkins@stvi.com	15.00%	N/A	N/A	N/A	No	No	Multiple Ownership	ESCP	No	
Baxter & Woodman, Inc.	Telecom Engineering, Inc.		Mario Fernandez	Utility Coordination	312-612-5216	mfernandez@telecom.com	2.00%	N/A	N/A	Cook County	No	Yes	Hispanic	Male	Yes	

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Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name **2IM Group, LLC**
 Owner **Luis Montgomery**
 Address **118 South Clinton Street**
 > [Map This Address](#) **Suite 350**
Chicago, IL 60661
 Phone **312-441-9554 Ext. 2120**
 Fax **312-441-9558**
 Email **luis.m@2imgroup.com**
 Website **<http://www.2imgroup.com>**

Certification Information

Certifying Agency **Cook County**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **7/7/2016**
 Renewal Date **11/4/2017**
 Expiration Date **7/7/2019**
 Certified Business Description **Professional Services: Civil Engineering Services**

Commodity Codes

Code	Description
NAICS 237990	Drainage project construction
NAICS 237990	Other Heavy and Civil Engineering Construction
NAICS 541330	Civil engineering services

Additional Information

Customer Support

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Vendor InformationCLOSE WINDOW  HELP**Vendor Information**

Business Name GSG Consultants, Inc.
Owner Mr. Guillermo Garcia
Address 855 West Adams Street
 > [Map This Address](#) Suite 200
 Chicago, IL 60607-3019
Phone 312-733-6262
Fax 312-733-5612
Email ggarcia@gsg-consultants.com
Website <http://www.gsg-consultants.com>

Certification Information

Certifying Agency City of Chicago
Certification Type MBE - Minority Business Enterprise
Certification Date 12/21/2016
Renewal Date 12/15/2017
Expiration Date 12/15/2021
Certified Business Description Lead Abatement Services;Lead and Asbestos Inspection Services;Air Flow Meters;Environmental Consulting

Commodity Codes

Code	Description
NAICS 236220	Construction management, commercial and institutional building
NAICS 237310	Construction management, highway, road, street and bridge
NAICS 238910	Soil test drilling
NAICS 541330	Civil engineering services
NAICS 541380	Geotechnical testing laboratories or services
NAICS 541620	Environmental consulting services
NAICS 541620	Sanitation consulting services
NAICS 541690	Safety consulting services

Additional Information**Customer Support**[Print This Page](#)

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Vendor InformationCLOSE WINDOW  HELP**Vendor Information**

Business Name Peralte-Clark, LLC
Owner Mr. Jean-Alix Peralte
Address 1601 W. Colonial Parkway
 > [Map This Address](#) Inverness, IL 60067
Phone 847-485-8069
Fax 847-485-8069
Email jean-alix.peralte@peralte-clark.com
Website <http://www.peralte-clark.com>

Certification Information

Certifying Agency Cook County
Certification Type MBE - Minority Business Enterprise
Certification Date 5/25/2017
Renewal Date 5/25/2018
Expiration Date 5/25/2022
Certified Business Description Professional Services: Professional Engineering Services, Civil Engineering

Commodity Codes

Code	Description
NAICS 541330	Civil engineering services
NAICS 541330	Engineering services

Additional Information**Customer Support**

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Contractor Details

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**Quigg Engineering
Inc.**

Lori L. Quigg
2351 S. Dirksen Pkwy.
Springfield, IL 62703

County: Morgan

Email: lquigg@quiggengineering.com

Phone: (217) 670-0563

Fax: (217) 679-2204

Categories: Architecture\Engineering

I-17-4305
Quigg Eng.

NAICS	Speciality
541320-Landscape Architectural Services	541320- LANDSCAPE ARCHITECTURE
541330-Engineering Services	541330- FREEWAYS LOCATION DRAINAGE
541370-Surveying & Mapping (except Geophysical) Serv.	HYDRAULIC REPORTS - PUMP STATIONS
541620-Environmental Consultant Services	TRAFFIC SIGNALS REHABILITATION RECONSTRUCTION/MAJOR REHABILITATION NEW CONSTRUCTION/MAJOR RECONSTRUCTION AERONAUTICS: DESIGN ROADS AND STREETS WATERWAYS: TYPICAL HIGHWAY STRUCTURE: TYPICAL HIGHWAY STRUCTURE: SIMPLE PUMP STATIONS AERONAUTICS: PLANNING & SPECIAL SERVICES AERONAUTICS: CONSTRUCTION INSPECTION CONSTRUCTION INSPECTION STUDIES: TRAFFIC
	541370- SURVEYING
	541620- ENVIRONMENTAL ASSESSMENT
	SANITARY ENGINEERING

Vendor Information



Vendor Information

Business Name Singh & Associates, Inc.
Owner Sadhu Rikhiraj
Address 230 W MONROE ST STE 1400
 > [Map This Address](#) CHICAGO, IL 60606-4802
Phone 312-629-0240
Fax 312-629-8449
Email singh@singhinc.com
Website www.singhinc.com

Certification Information

Certifying Agency Cook County
Certification Type MBE - Minority Business Enterprise
Certification Date 11/23/2016
Renewal Date 11/23/2017
Expiration Date 11/23/2019
Certified Business Description Licensed Professional Services: Design & Construction Engineering Services

Commodity Codes

Code	Description
NAICS 541330	Construction engineering services
NAICS 541330	Engineering design services
NAICS 541330	Engineering services

Additional Information

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Vendor Information



Business & Contact Information

Business Name Telecom Engineering Services, Inc., DBA Telecom General Contractors Inc.

Owner Mr. Marino Fernandez

Address 220 S. Halsted Street
 Suite 300
 Chicago, IL 60661
[> Map This Address](#)

Phone 312-612-5216

Fax 312-612-5219

Email mfernandez@telecom-eng.com

Website <http://telecom-eng.com>

Ethnicity Hispanic

Gender Male

County Cook (IL)

Certification Information

Certifying Agency State of Illinois Central Management Services

Certification Type VOSB - Veteran Owned Small Business

Renewal Date 7/25/2018

Expiration Date 7/25/2019

Certified Business Description TELECOMMUNICATION EQUIPMENT, ACCESSORIES AND SUPPLIES, Audio/Visual Consulting Services, Engineering Services, Professional

Commodity Codes

Code	Description
NIGP 838	TELECOMMUNICATION EQUIPMENT, ACCESSORIES AND SUPPLIES
NIGP 91802	Audio/Visual Consulting Services
NIGP 925	Engineering Services, Professional

Additional Information

Region Metro Chicago

EXHIBIT F - Letter of Intent

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

Project Name: Tri-State Tollway, Bridge Rehabilitation, Bridge Repairs, Bridge Demolition, Various Locations Project/Solicitation Number: PSB 17-3/17-4305

Name of Prime Vendor: Baxter & Woodman, Inc. VOSB Compliance Contact: John V. Ambrose

Address: 8678 Ridgefield Road

City: Crystal Lake State: Illinois Zip Code: 60012

Telephone: 815-459-1260 Fax: 815-444-3205 Email: marketing@baxterwoodman.com

Name of Certified VOSB Vendor: Telecom Engineering Services, Inc.

Address: 220 S Halsted Street, Suite 300 VOSB Compliance Contact: Manno D. Fernandez

City: Chicago State: Illinois Zip Code: 60661

Telephone: 312-612-5216 Fax: 312-612-5219 Email: mfernandez@telecom-eng.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: 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:

Utility Coordination

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

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

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

Signature

Signature

Print Name: John V. Ambrose

Print Name: Manno D. Fernandez

Title: President/CEO

Title: President

Date: 4/17/2017

Date: 4/17/2017

OFFICE OF THE ILLINOIS SECRETARY OF STATE



JESSE WHITE
SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

File Number	50778835		
Entity Name	BAXTER & WOODMAN, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	11/20/1975	State	ILLINOIS
Agent Name	JOHN V AMBROSE	Agent Change Date	10/27/2015
Agent Street Address	8678 RIDGEFIELD ROAD	President Name & Address	JOHN V AMBROSE 8678 RIDGEFIELD ROAD CRYSTAL LAKE IL 60012
Agent City	CRYSTAL LAKE	Secretary Name & Address	DEBORAH FINN 8678 RIDGEFIELD ROAD CRYSTAL LAKE IL 60012
Agent Zip	60012	Duration Date	PERPETUAL
Annual Report Filing Date	11/04/2016	For Year	2016

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Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, September 19, 2017 7:57 AM
To: Gomez, Graciela
Subject: I-17-4305 - Baxter & Woodman, Inc. - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 07:33 09/19/17

ACTION: S

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

DISCLAIMER:
AS OF 09/19/17 AT 07:52 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, September 19, 2017 7:59 AM
To: Gomez, Graciela
Subject: I-17-4305 - 2IM Group, LLC - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 07:56 09/19/17

ACTION: S

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

DISCLAIMER:

AS OF 09/19/17 AT 07:56 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, September 19, 2017 8:09 AM
To: Gomez, Graciela
Subject: I-17-4305 - Bowman Consulting Group - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:07 09/19/17

ACTION: S

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

DISCLAIMER:

AS OF 09/19/17 AT 08:07 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

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Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, September 19, 2017 8:18 AM
To: Gomez, Graciela
Subject: I-17-4305 - GEI Consultants - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:17 09/19/17

ACTION: S

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

DISCLAIMER:
AS OF 09/19/17 AT 08:17 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, September 19, 2017 8:12 AM
To: Gomez, Graciela
Subject: I-17-4305 - GSG Consultants Inc. - FEIN ██████████

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:09 09/19/17

ACTION: S

VENDOR NUMBER= ██████████ OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/19/17 AT 08:09 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ██████████. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, September 19, 2017 8:13 AM
To: Gomez, Graciela
Subject: I-17-4305 - Peralte-Clark, LLC - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:12 09/19/17

ACTION: S

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

DISCLAIMER:
AS OF 09/19/17 AT 08:12 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, September 19, 2017 8:14 AM
To: Gomez, Graciela
Subject: I-17-4305 - Quigg Engineering, Inc. - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:13 09/19/17

ACTION: S

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

DISCLAIMER:
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Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, September 19, 2017 8:16 AM
To: Gomez, Graciela
Subject: I-17-4305 - Singh & Associates, Inc. - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:14 09/19/17

ACTION: S

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

DISCLAIMER:
AS OF 09/19/17 AT 08:14 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, September 19, 2017 8:26 AM
To: Gomez, Graciela
Subject: FW: I-17-4305 - STV Incorporated - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:16 09/19/17

ACTION: S

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

DISCLAIMER:
AS OF 09/19/17 AT 08:16 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Tuesday, September 19, 2017 8:19 AM
To: Gomez, Graciela
Subject: I-17-4305 - Telecom Engineering, Inc. - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:18 09/19/17

ACTION: S

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

DISCLAIMER:
AS OF 09/19/17 AT 08:18 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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Although Peralte-Clark, LLC has not yet obtained their D/MBE certification, we intend to participate in a "soft" Partnering for Growth Program with them to enhance their capabilities.

Handwritten: [Signature] 9/8/17
11/8/17

EXHIBIT E - DBE
PARTNERING FOR GROWTH PROGRAM
FOR
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)
PSB: 17-3 ITEM: 10

MEMORANDUM OF UNDERSTANDING
BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A	THE PROTÉGÉ:	FIRM NAME ADDRESS
Baxter & Woodman, Inc.	8678 Ridgely Road Crystal Lake, IL 60012	N	Peralte-Clark, LLC	1601 West Colonial Pkwy Inverness, IL 60067
		D		

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

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

I. PROGRAM PURPOSE

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

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

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

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

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 0 %

Scope:

N/A

- Work not applicable to prequalification category(ies) 4 %

Scope:

Preparation of Phase II Illinois Tollway Erosion Control Plans

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

2. In area(s) not being mentored:

- Work the Protégé will self-perform 4.00 %

Note: Protégé participation in this area is optional

3. **Total participation by the Protégé (Sum of 1. and 2.)** 8.00 %

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

Peralte-Clark, LLC is a new civil engineering firm and is looking for opportunities to gain experience with the Illinois Tollway as a new DBE/MBE design firm. They are currently awaiting approval of their DBE and MBE applications with the CTA and Cook County. The firm principals have a combined experience of over 50 years working on transportation projects in Illinois. However, most of that experience has been with IDOT, City of Chicago and other agencies in the Chicagoland metro area. Obtaining meaningful experience with the Illinois Tollway will help to accelerate their ability to be successful as a new startup firm. Key staff has experience with the preparation of concept Erosion Control plans, but has not prepared Phase II PS&E documents for the Illinois Tollway for Erosion Control.

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

As the proposed Mentor, Adam James of Baxter & Woodman would provide the necessary guidance and oversight for Peralte-Clark, LLC to complete the erosion control plans in accordance with the Tollway's Erosion and Sediment Control, Landscape Design Criteria Manual. This will be accomplished by having Peralte-Clark's designated engineer report to Baxter & Woodman's office monthly. Peralte-Clark's working drawings will be reviewed prior to major milestones to ensure progress and quality expectations are being met.

III. MENTOR EXPERIENCE WITH THE PROGRAM

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

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

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

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

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

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

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

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

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



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

YES NO

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

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

YES NO

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

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

YES NO

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



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

N/A

V. STATEMENT OF COMMITMENT

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

Should the proposer, after contract negotiation, wish to modify the 'Plan to Achieve Diversity Goal', the awarded consultant is requested to submit to the 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)

5/1/2017

(Date)

[Redacted Signature]

SIGNATURE (Protégé Representative)

4/21/17

(Date)

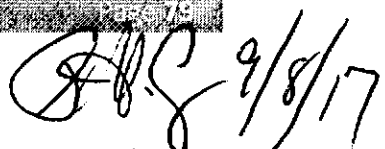
 9/8/17
 H 9/8/17

EXHIBIT E - VOSB
PARTNERING FOR GROWTH PROGRAM
FOR
VETERAN AND SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (VOSBs)
PSB: 17-3 ITEM: 10

MEMORANDUM OF UNDERSTANDING
BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
Baxter & Woodman, Inc	9576 Ridgeland Road, Crystal Lake, Illinois 60012		Telecom Engineering Services, Inc.	220 S. Halsted Street, Suite 300, Chicago, IL 60661

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) 0 %
 Scope: _____
- Work not applicable to prequalification category(ies) 1 %
 Scope: _____

Tollway Utility Work Order and E-Builder Process

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



2. In area(s) not being mentored:

- Work the Protégé will self-perform

1%

Note: Protégé participation in this area is optional

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

2%

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

Telecom Engineering Services (Protégé) is a registered VOSB firm performing Professional Engineering and Project/Construction Management services. Their services include aerial & underground engineering design, surveying, drafting, permitting and field inspections. The company has customers across the Midwest and is looking to expand its client base and services.

The company is interested in expanding their clientele to include the Tollway and other transportation related agencies. While the company expertise is with utility coordination and relocation, they are not familiar with the Tollway process for Utility Coordination and the Tollway's E-Builder program.

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

Based on discussions between the Mentor and the Protégé and an evaluation of their needs, Baxter & Woodman, Inc will coordinate face to face meetings with the Protégé to discuss Tollway procedures regarding utility coordination per Section 6.4 of the Design Section Engineer's Manual.

Additionally, Baxter & Woodman, Inc will include a Telecom Engineering Services staff member as part of the required field surveys to verify utility company information is accurate and complete. The Protégé's staff member will also attend regular meetings with the Illinois Tollway's Utility Personnel and update weekly Design Utility Reports on E-builder.

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>
_____	_____	_____
_____	_____	_____
_____	_____	_____



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

YES NO

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

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

YES NO

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

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

YES NO

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

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

N/A

V. STATEMENT OF COMMITMENT

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

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

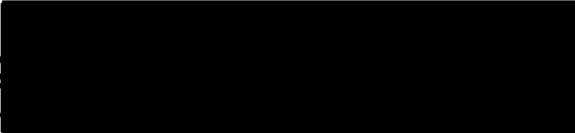

 SIGNATURE (Mentor Representative)	 SIGNATURE (Protégé Representative)
<u>April 28, 2017</u> (Date)	<u>May 3, 2017</u> (Date)

Exhibit A – Proposed Staff PSB 17-3

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

Project Manager (Items 1–15, 17–27 & 30–33)			
Name:	Denis Hogan		
Firm:	Baxter & Woodman, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-050029		
Year Registered:	1995	State:	IL
Office Address:	8678 Ridgefield Road		
City:	Crystal Lake	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:	James McNally		
Firm:	Baxter & Woodman, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-061255		
Year Registered:	2008	State:	IL
Office Address:	8678 Ridgefield Road		
City:	Crystal Lake	State:	IL

Roadway Engineer (Items 1–9, 14, 15, 23, 30–33)			
Name:	Matthew Washkowiak		
Firm:	Baxter & Woodman, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-052835		
Year Registered:	1999	State:	IL
Office Address:	8678 Ridgefield Road		
City:	Crystal Lake	State:	IL

*Classification
Not List IN
the PSB as
Key Personnel*

Structural Engineer (Items 1–11, 23, 30–33)			
Name:	Brandon Buzzell		
Firm:	Baxter & Woodman, Inc.		
Category:	IL Licensed Structural Engineer		
License #:	081-006358		
Year Registered:	2006	State:	IL
Office Address:	1788 Sycamore Road		
City:	DeKalb	State:	IL

Roadway QC/QA (Items 1–15 & 31–33)			
Name:	Richard Sams		
Firm:	Bowman Consulting Group		
Category:	IL Licensed Professional Engineer		
License #:	062-036430		
Year Registered:	1978	State:	IL
Office Address:	440 S. LaSalle Street		
City:	Chicago	State:	IL

Structures QC/QA (Items 1–15 & 31–33)			
Name:	Arthur Nowak		
Firm:	Bowman Consulting Group		
Category:	IL Licensed Structural Engineer		
License #:	081-005894		
Year Registered:	2002	State:	IL
Office Address:	440 S. LaSalle Street		
City:	Chicago	State:	IL

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

DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 28th day of **September, 2017**, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **BAXTER & WOODMAN INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **August 31, 2017**, to provide design section engineering services for Contract No. **I-17-4305** for **Tri-State Tollway, Bridge Rehabilitation, Repairs and Demolition, Various Locations**; 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 10**, 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-17-4305** for **Tri-State Tollway, Bridge Rehabilitation, Repairs and Demolition, Various Locations** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **August 31, 2017**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

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

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

ARTICLE II

Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or September 29, 2017** and ending **September 28, 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 **Three Million, Four Hundred Sixty-Two Thousand, Nine Hundred Dollars and No Cents (\$3,462,900.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

ARTICLE IV

Scope of the Service

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

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

ARTICLE V

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

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

Confidentiality

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

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

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

ARTICLE VI

Responsibility for Injuries and Damages

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

ARTICLE VII

Insurance

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

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

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

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

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

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

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,

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

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

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

B. Termination for Cause

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

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

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

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

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Record Retention and Audit

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

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

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

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

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

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

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

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

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **Baxter & Woodman Inc., 8678 Ridgefield Road, Crystal Lake, Illinois 60012**, 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-17-4305 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

BAXTER & WOODMAN INC.

By: [Redacted] 10/25/17
Chair/Executive Director - Signature Date
Robert Schillerstrom/Greg Bedalov

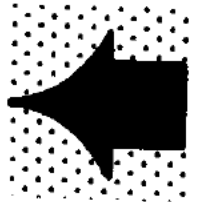
[Redacted] 9/12/2017
President - Signature Date

John V. Ambrose
Printed Name as Signed Above

APPROVED:
[Redacted] 10/23/17
Chief Financial Officer - Signature Date
Michael Colsch

APPROVED:
[Redacted] 10/23/17
General Counsel - Signature Date
Elizabeth Oplawski

Actual



Approved as to Form and Constitutionality

[Redacted] 10-20-2017
Attorney General, State of Illinois - Robert Lane - Signature Date

DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER I-17-4305

This proposal, dated August 31, 2017, is submitted by Baxter & Woodman Inc. of Crystal Lake, Illinois for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-17-4305 for which we propose to provide Design Section Engineering Services is Tri-State Tollway, in Cook and DuPage 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*, dated March 2016 (and as revised), 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 \$ 3,462,900.00 (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-17-4305

SUBMITTED BY:

FIRM NAME: Baxter & Woodman Inc.

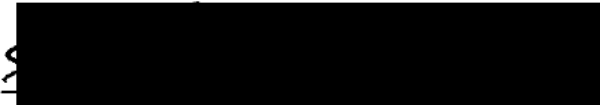
ADDRESS: 8678 Ridgefield Road

**CITY, STATE &
ZIP CODE:** Crystal Lake, IL 60012

TELEPHONE: 815-459-1260

FACSIMILE: 815-455-0450

SIGNED BY:

 _____

PRINTED NAME: John V. Ambrose, PE

TITLE: President/CEO

ILLINOIS TOLLWAY CONTRACT NO.:

I-17-4305

CONTRACTOR (NAME):

Baxter & Woodman, 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

_____ 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."
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

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

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



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

Date: September 5, 2017 **Project Number:** I-17-4305

Project Name: Tri-State Tollway, Bridge Rehabilitation, Bridge Repairs, Bridge Demolition
Various Locations

DELINQUENT DEBT REVIEW

Sub-Consultant Disclosure.

Will you be using any sub-consultants? Yes No

If yes, you must identify below, to the extent the information is known, the names, addresses and type of work all 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. The State may request updated information at any time. For purposes of this section Sub-Consultants are those specifically hired to perform all, or part, of the work of this contract or to provide the supplies requested by the State.

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

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. 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

Consultant: Baxter & Woodman, Inc.

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: marketing@baxterwoodman.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.

<u>Sub-Consultant(s)</u>	<u>Sub-Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Percentage of Contract (to extent known)</u>
2iM Group, LLC	[REDACTED]	118 S. Clinton St., Ste. 350, Chicago, IL 60661	Drainage, Barrier Warrant Analysis	7%
Bowman Consulting Group, Ltd.	[REDACTED]	440 S. LaSalle St., Chicago, IL 60605	Structural, Roadway QC/QA, Structural QC/QA	5%
GSG Consultants, Inc.	[REDACTED]	855 S. Adams, Ste. 200, Chicago, IL 60607	Geotechnical	2%
Peralte-Clark, LLC	[REDACTED]	1601 W. Colonial Pkwy, Inverness, IL 60067	Erosion Control, Roadway	3%

Quigg Engineering, Inc.		2351 S. Dirksen Pkwy, Springfield, IL 62703	Survey, Roadway Maintenance of Traffic	5%
Singh & Associates, Inc.		230 W. Monroe St., Ste. 1400, Chicago, IL 60606	Lighting	6%
STV Incorporated		200 W. Monroe St., Ste. 1650, Chicago, IL 60606	Structural, Constructability Review	10%
GEI Consultants		30 N. LaSalle Street, Suite 300, Chicago, IL 60661	Hazardous Waste at Hinsdale Oasis	3%
Telecom Engineering, Inc.		220 S. Halstead St., Ste. 300, Chicago, IL 60661	Utility Coordination	2%

Signature: _____

Date: September 5, 2017

Printed Name: John V. Ambrose, PE

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name:

Business Name: Baxter & Woodman, Inc.

Taxpayer Identification Number:

Social Security Number: N/A

or

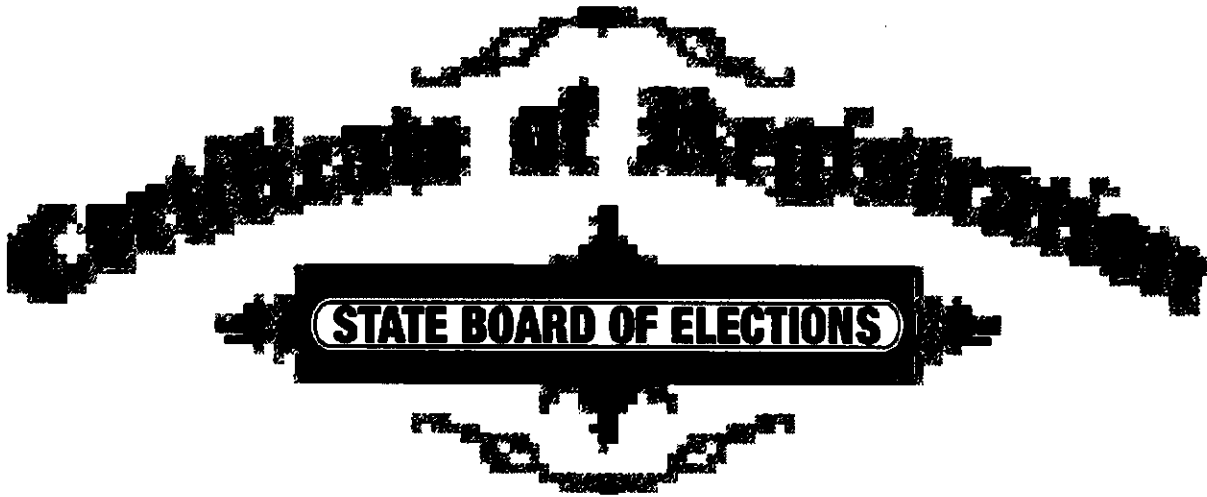
Employer Identification Number: 

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: September 5, 2017



Registration No. 13476

Baxter & Woodman, Inc.

8678 Ridgefield Road

Crystal Lake IL 60012

Information for this business last updated on:

Thursday, March 23, 2017

Certificate produced on Friday, August 11, 2017 at 10:59 AM



EXHIBIT "1"

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To all to whom these Presents Shall Come, Greeting:

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

BAXTER & WOODMAN, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 20, 1975, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 15TH day of MARCH A.D. 2017 .



Jesse White

SECRETARY OF STATE

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Baxter & Woodman, Inc.

System Vendor Number: 20102722

[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	3/29/2017
STATUS	Accepted
BUSINESS NAME	Baxter & Woodman, Inc.
POINT OF CONTACT	Deborah Finn
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	<input type="checkbox"/>
2. NAME OF CEO/BUSINESS OWNER	John V. Ambrose	<input type="checkbox"/>
3. ANNUAL SALES/GROSS RECEIPTS	34,351,956	<input type="checkbox"/>
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	1/1/1946	<input type="checkbox"/>
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	<input type="checkbox"/>
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Robyn Krotz	<input type="checkbox"/>
CONTACT PERSON TITLE	Senior Marketing Coordinator	
CONTACT PERSON PHONE	815-444-3242	
CONTACT PERSON EMAIL	rkrotz@baxterwoodman.com	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	State Agency	<input type="checkbox"/>
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Vendor Registration: View Form

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

Baxter & Woodman, Inc.

System Vendor Number: 20102722

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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	3/29/2017
STATUS	Accepted
BUSINESS NAME	Baxter & Woodman, Inc.
POINT OF CONTACT	Deborah Finn
FLAG FORM	Add Flag

C. Small Business Set-Aside Program

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

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

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- Registrations

Baxter & Woodman, Inc.

System Vendor Number: **20102722**

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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	3/29/2017
STATUS	Accepted
BUSINESS NAME	Baxter & Woodman, Inc.
POINT OF CONTACT	Deborah Finn
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	204 10
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 10 110767-00, 09/29/2021

E. Authorized to do Business in Illinois	
1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	Yes, registered and in good standing with the Illinois Secretary of State 10

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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Baxter & Woodman, Inc.

System Vendor Number: 20102722


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

 Show only flagged items.

Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	3/29/2017
STATUS	Accepted
BUSINESS NAME	Baxter & Woodman, Inc.
POINT OF CONTACT	<u>Deborah Finn</u>
FLAG FORM	<u>Add Flag</u>

F. Certifications

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


Yes

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

N/A

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

Yes

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

No


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 

EXHIBIT "1"

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FORMS B CERTIFICATIONS AND DISCLOSURES

Replacement Certification to IPG Certification #4 (supersedes response in IPG):

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 No

This replacement certification is submitted on behalf of:

Vendor Name: Baxter & Woodman, Inc.

Phone: 815-459-1260

Street Address: 8678 Ridgely Road

Email: marketing@baxterwoodman.com

City, State, Zip: Crystal Lake, IL 60012

Vendor Contact: John V. Ambrose, PE

Signature: _____

Date: September 5, 2017

Printed Name: John V. Ambrose

Title: President/CEO

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

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

EXHIBIT "1"

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

Yes

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

N/A

G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

13476

Additional Information

STAFF ATTACHED FILE(S)



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

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Vendor Registration: View Form

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- Registrations

Baxter & Woodman, Inc. System Vendor Number: 20102722

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	3/29/2017
STATUS	Accepted
BUSINESS NAME	Baxter & Woodman, Inc.
POINT OF CONTACT	Deborah Finn
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? 1</p> <p style="margin-left: 20px;">No business operations to disclose.</p>

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

Customer Support

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STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22040505

Procurement/Contract #: I-17-4305

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 #: 20102722 IPG Expiration Date: March 30, 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		

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 #
IDOT (Subconsultant)	Phase I/II Project Management	Contract	\$1.5M	PTB 178/6
IDOT (Vendor)	Phase I/II Project Management	Contract	\$600K	PTB 175/022
IDOT (Vendor)	Phase II Project Support	Contract	\$5.75M	PTB 173-20
IDOT (Vendor)	Wolf Road Phase II	Contract	\$599K	PTB 163/06
IDOT (Vendor)	US Route 20 Phase II	Contract	\$764K	PTB 181/005
IDOT (Vendor)	Various/Various Phase II	Contract	\$1.5M	PTB 170/003

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: Baxter & Woodman, Inc.

Phone: 815-459-1260

Street Address: 8678 Ridgefield Road

Email: marketing@baxterwoodman.com

City, State, Zip: Crystal Lake, Illinois 60012

Vendor Contact: John V. Ambrose, PE

Signature: 

Date: September 5, 2017

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

Printed Name: John V. Ambrose, PE

Title: President/CEO

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Baxter & Woodman, Inc.

System Vendor Number: 20102722

[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	3/29/2017
STATUS	Accepted
BUSINESS NAME	Baxter & Woodman, Inc.
POINT OF CONTACT	Deborah Finn
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 10

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? 10

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 10

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? 10Yes, 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. Percentage of Ownership and Distributive Income Form (PDF)	Attached by Deborah Finn on 3/29/2017

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. 10

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. 10

Vendor Registration: View

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

Baxter & Woodman, Inc.

System Vendor Number: 20102722

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

Show only flagged items.

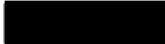
Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	3/29/2017
STATUS	Accepted
REVIEWER	Stephanie Hill
DATE REVIEWED	3/30/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	3/30/2018
FLAG FORM	Add Flag

Settings

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

Entity Information

BUSINESS NAME	Baxter & Woodman, Inc.
CONTACT FOR THIS SUBMISSION	Deborah Finn (change contact)
PRIMARY CONTACT EMAIL	marketing@baxterwoodman.com
PHONE	312-578-0050
FAX	312-578-0053
COMPANY EMAIL	marketing@baxterwoodman.com
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	8678 Ridgefield Road Crystal Lake, IL 60012 (edit address)

Yes

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

Not applicable - For-Profit Entity

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

No

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

No

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

No

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

No

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

Vendor Name: Baxter & Woodman, Inc.

DBA: N/A

INSTRUCTIONS:

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
John V. Ambrose	[REDACTED]	10.90	Click here to enter text.	Click here to enter text.	Click here to enter text.
Louis D. Haussmann	[REDACTED]	5.62	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.

Note: The remaining ownership shares are held by 77 employee shareholders, none of whom own more than 5% of ownership.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/13/2017

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

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

PRODUCER Risk Strategies Company 650 Dundee Road Suite 170 Northbrook IL 60062		CONTACT NAME: PHONE (AC, No, Ext): (847) 412-1414 E-MAIL ADDRESS:	FAX (AC, No):
INSURED BAXTER & WOODMAN, INC 8678 RIDGEFIELD ROAD CRYSTAL LAKE IL 60012		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Valley Forge Ins Co	NAIC # 20508
		INSURER B: Continental Insurance Company	
		INSURER C: Transportation Insurance Company	
		INSURER D: Continental Casualty Company	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1711326810 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WOOD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> primary/non contributory <input checked="" type="checkbox"/> subj to written contract GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			6045872351	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6045872348	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6045872365	1/1/2017	1/1/2018	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	N/A	6045872379	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			AER591900841	5/15/2016	1/1/2018	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)
 Illinois State Toll Highway Authority is included as additional insured per blanket endorsement as respect GL/Auto, subject to written contract requiring same. GL/Auto is primary & non-contributory. B&W project No.: 170024.40. Illinois Tollway Contract No. I-17-4305 Tri-State Tollway, Bridge Rehabilitation, Bridge Repairs, Bridge Demolition, Various Locations.

CERTIFICATE HOLDER Illinois Tollway 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 Michael Christian/ELR
---	---



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**

00020005160458723517256





**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.

ADDITIONAL INSURED ENDORSEMENT – CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

1. Paragraph A.1. **Who Is An Insured** of Section II – **LIABILITY COVERAGE** is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "written contract" to make that person or organization an additional insured under this policy.
2. The insurance provided to the additional insured is limited as follows:
 - a. The person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of a covered "auto" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
 - b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
 - c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
 - (1) Required by the "written contract"; or
 - (2) Afforded to you under this policy.

3. Condition 2. **Duties In the Event of Accident, Claim, Suit or Loss** of Section IV – **BUSINESS AUTO CONDITIONS** is amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- a. Give us written notice of an "accident" which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
- c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- d. Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "written contract" requires this insurance to be primary and non-contributory, this provision d. does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "suit."

4. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

000200-486345872-425556



ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph A.1.c. of **Who Is An Insured** of Section II – **LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

00020004860458723463557



Contract Number: 1-17-4305

Consultant:

Baxter & Woodman, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Part 1															
Concept											100			400	500
TOTALS											100			400	500

Contract Number: 1-17-4305 Consultant: Baxter & Woodman, 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					
Part 1																	
Concept	400	500	520														1420
Part 2																	
Contract 1				260	260	260	260	260	260	260	260	260	260	260	260	260	2340
Contract 2				260	260	260	260	260	260	260	260	260	260	260	260	260	2340
Contract 3				230	230	230	230	230	230	230	230	220	220	220	200	2020	
Bid Phase Support																	
TOTALS	400	500	520	750	750	750	750	750	750	750	740	740	740	720	720	720	8120

Contract Number: I-17-4305

Consultant:

Baxter & Woodman, 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			
Part 2															
Contract 1	133	130													263
Contract 2	133	130													263
Contract 3	133	130													263
Bid Phase Support	222	190	1	1	1	1	1	1	1	1	1	1	1	1	422
TOTALS	621	580	1	1	1	1	1	1	1	1	1	1	1	1	1211

Contract Number: I-17-4305

Consultant: Baxter & Woodman, Inc.

Baxter & Woodman, 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		
Part 2														
Contract 1														
Contract 2														
Contract 3														
Bid Phase Support	1	1	1	1	1	1	1	1	1	1	1	1	1	12
TOTALS	1	1	1	1	1	1	1	1	1	1	1	1	1	12

Contract Number: 1-17-4305 Consultant: Baxter & Woodman, 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			
Part 2															
Contract 1															
Contract 2															
Contract 3															
Bid Phase Support	1	1	1	1	1	1	1	1	1	1	1	1	1	1	9
TOTALS	1	1	1	1	1	1	1	1	1	1	1	1	1	1	9

Contract Number: I-17-4305 Consultant: Baxter & Woodman, 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			
Part 2															
Contract 1															
Contract 2															
Contract 3															
Bid Phase Support										1					1
TOTALS														1	1

Contract No.: I-17-4305

Consultant: Baxter & Woodman, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} \underline{9,853.00} \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ \quad 48.42 \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{477,082.26}$$

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 \$ 1,335,830.33

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ \$5,014.76

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 601,086.23

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ 520,968.68

TOTAL SERVICES BY OTHERS \$ 1,122,054.91

D. ADDITIONAL SERVICES (Prime Consultant)

\$ 700,000.00
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

\$ 300,000.00
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ 1,000,000.00
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 3,462,900.00

Contract No.: I-17-4306 Consultant: Baxter & Woodman, Inc.

Date: 8/31/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

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

ESCALATION PER YEAR Year 1 through 6

Date	Date	Date	Date	Date	Date
11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	
2.0	12.0	12.0	12.0	12.0	
60.0	60.0	60.0	60.0	60.0	
3.33% Escalation 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
1/1/2022 - 10/31/2022					
10.0					
60.0	60.0	60.0	60.0	60.0	
16.67% Escalation Factor Sixth Period					

The escalation factor for this project is: 100.00%

Contract No.: I-17-4306

Consultant: Baxter & Woodman, Inc.

Date: 8/31/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM			
										Total Estimated O/T Hours:			
										Average Premium O/T Hourly Rate:			
										Total Overtime Premium:			
										Total Estimated Work Hours:			
										Average Hourly Rate:			
										Total Direct Labor			
										Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
Classification Eligible for Premium Overtime?	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)						
No	\$50.00	\$70.00											
No	\$40.00	\$70.00	\$66.81	\$66.81	2,400.00								
No	\$40.00	\$70.00	\$56.32	\$56.32	1,513.00								
No	\$40.00	\$70.00											
No	\$25.00	\$60.00	\$38.76	\$38.76	1,900.00								
No	\$20.00	\$40.00											
No	\$20.00	\$60.00	\$30.00	\$30.00	2,000.00								
No	\$25.00	\$60.00	\$55.54	\$55.54	1,000.00								
No	\$15.00	\$50.00	\$41.17	\$41.17	1,000.00								
No	\$30.00	\$70.00											
No	\$20.00	\$70.00											
No	\$8.25	\$20.00											
No	\$8.25	\$40.00	\$28.80	\$28.80	40.00								

Contract No.: I-17-4305

Consultant: Baxter & Woodman, Inc.

Date: 8/31/2017

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	Senior Engineer IV	Charles A Brunner	\$40 - \$70
	Senior Engineer IV	Brandon L Buzzell	
	Senior Engineer IV	Denis T Hogan	
	Senior Engineer IV	Robert W Lenzini	
	Senior Engineer IV	Matthew D Washkowiak	
Senior Engineer/Planner	Senior Engineer I/II/III	Brian A Bromley	\$40 - \$70
	Senior Engineer I/II/III	Adam D James	
	Senior Engineer I/II/III	James F McNally	
	Senior Engineer I/II/III	Daniel J Schug	
	Senior Engineer I/II/III	Adam Stec	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Engineer II/III	Joel N Krause	\$25 - \$60
	Engineer II/III	Scott E Lueken	
	Engineer II/III	Jonathan D Miller	
	Engineer II/III	Adam M Woods	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Engineer I	Amanda K Sramek	\$20 - \$60
Senior Technical Specialist	CAD/GIS/Survey Tech IV/V	Ursula K Botsch	\$25 - \$60
Technical Specialist	CAD/GIS/Survey Tech I/II/III	Kathleen A Roberson	\$15 - \$50
	CAD/GIS/Survey Tech I/II/III	Catherine J Carlson	
	CAD/GIS/Survey Tech I/II/III	Michael A Clark	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Clerical	Daisy G Gamino	\$8.25 - \$40
	Clerical	Andrea M Stich	
	Clerical	Barbara J Tobin	
	Clerical	Peggy J. Yarbro	

Contract No.: I-17-4305 **Consultant:** Baxter & Woodman, 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

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 5,014.76

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-17-4305

Consultant: Baxter & Woodman, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Denis T. Hogan

Project Engineer: James F. McNally

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: Brandon L. Buzzell

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

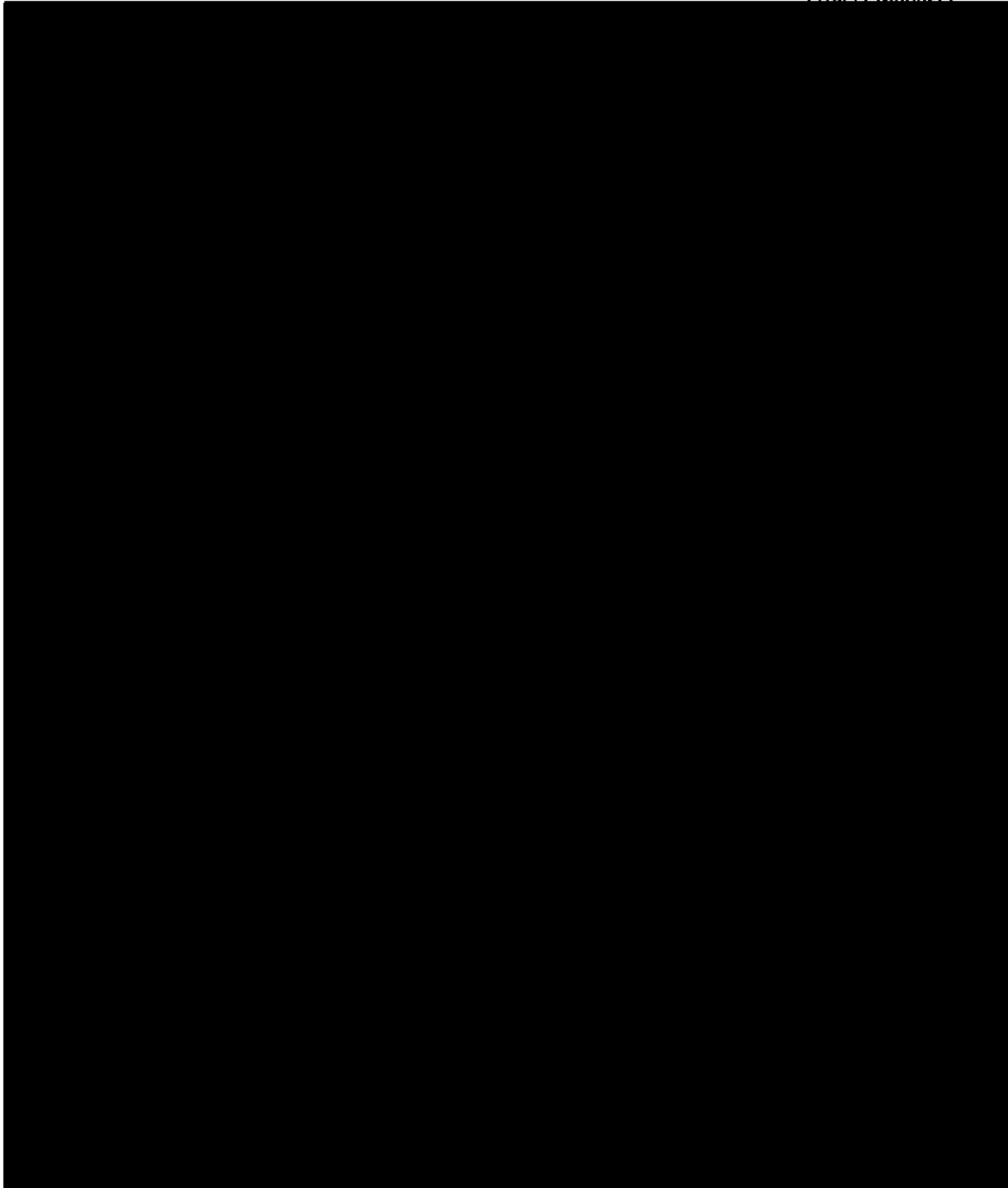
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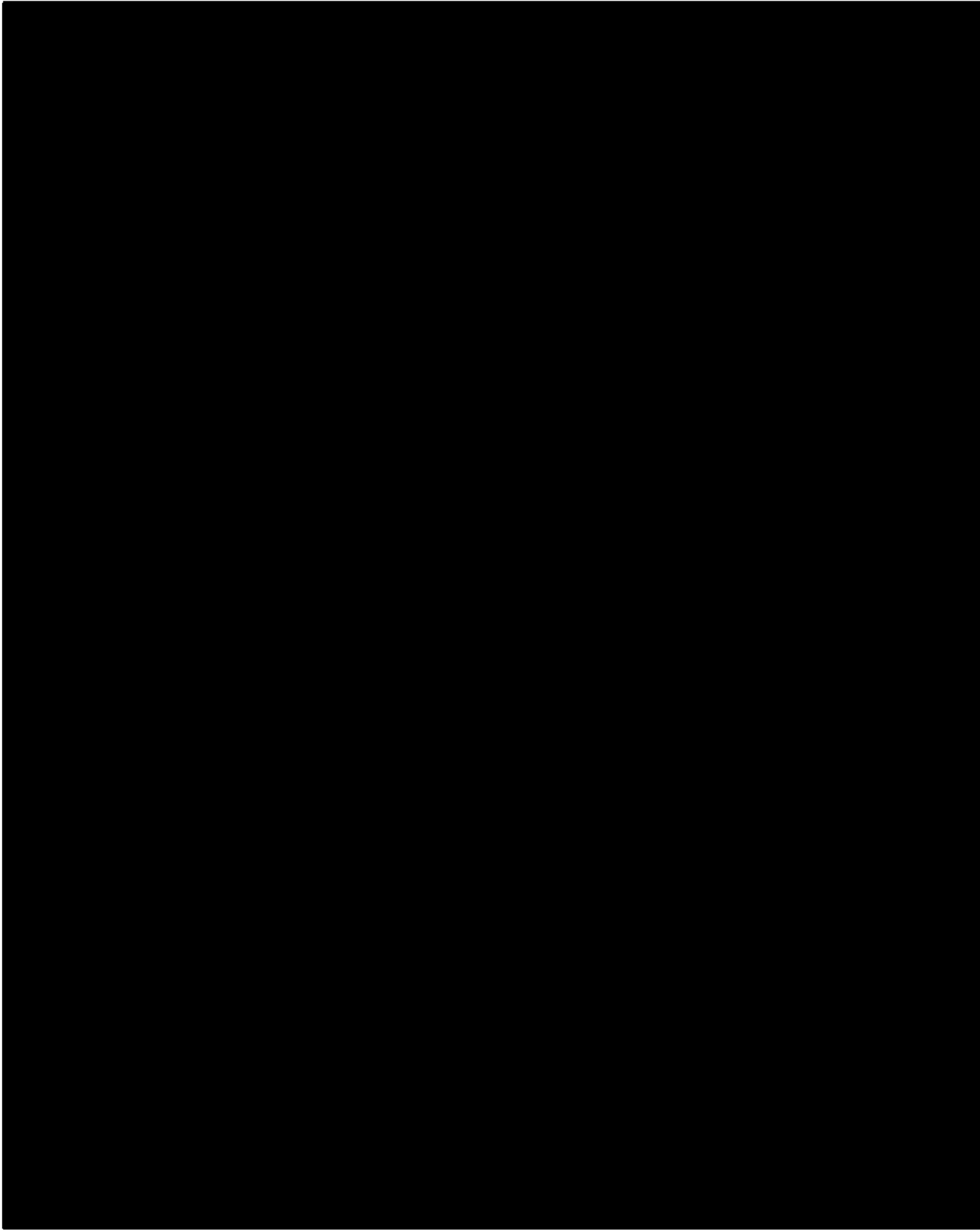
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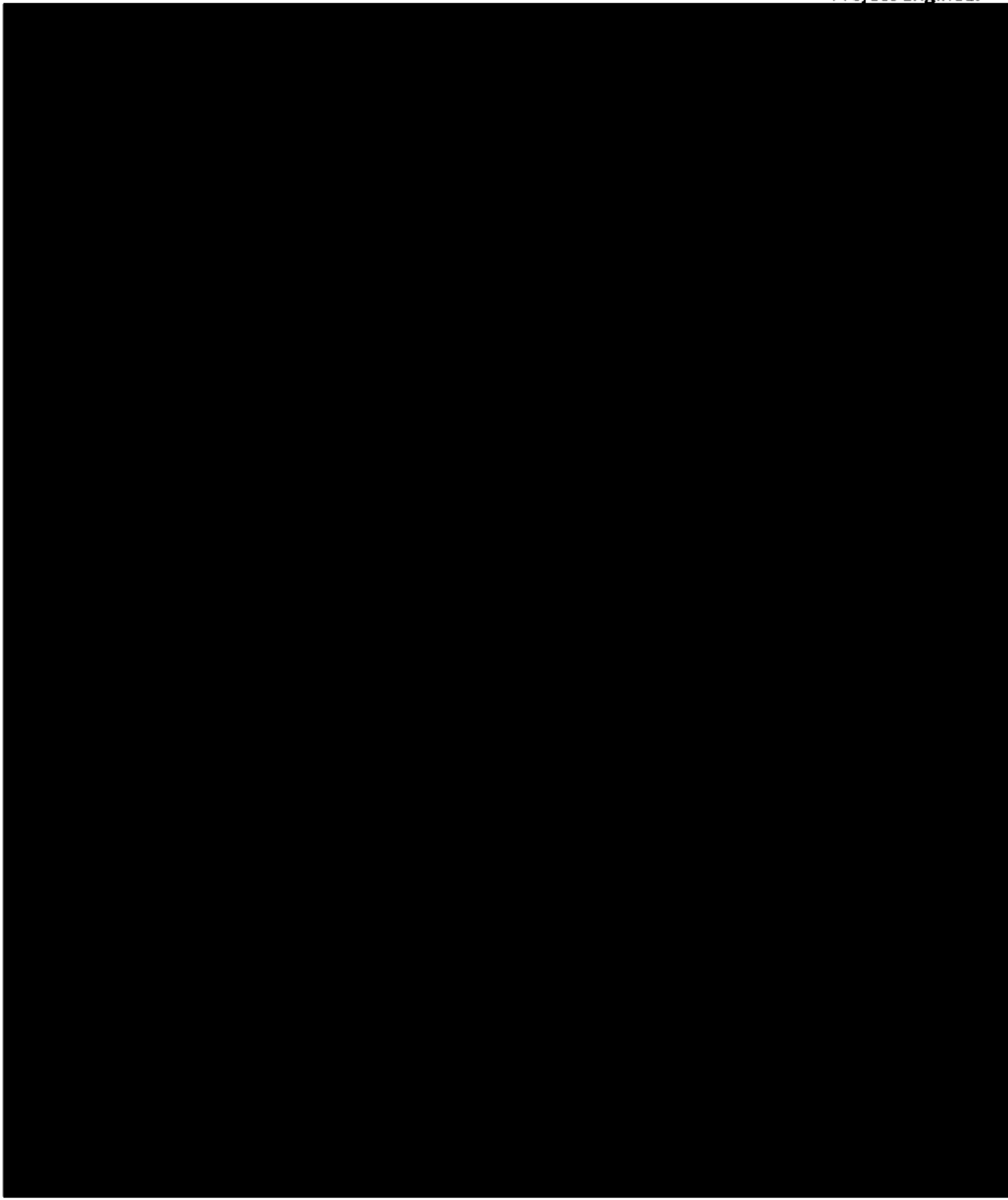
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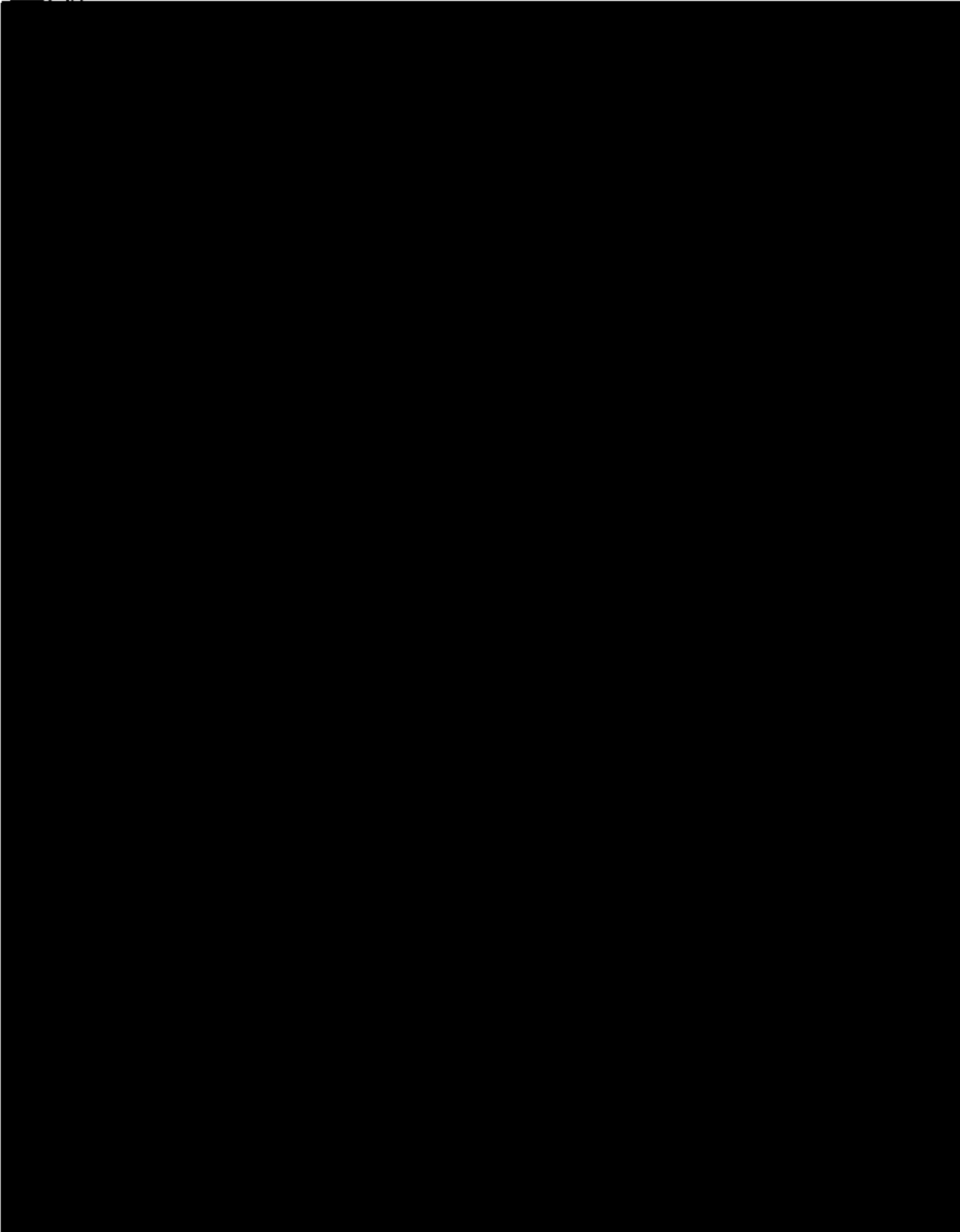
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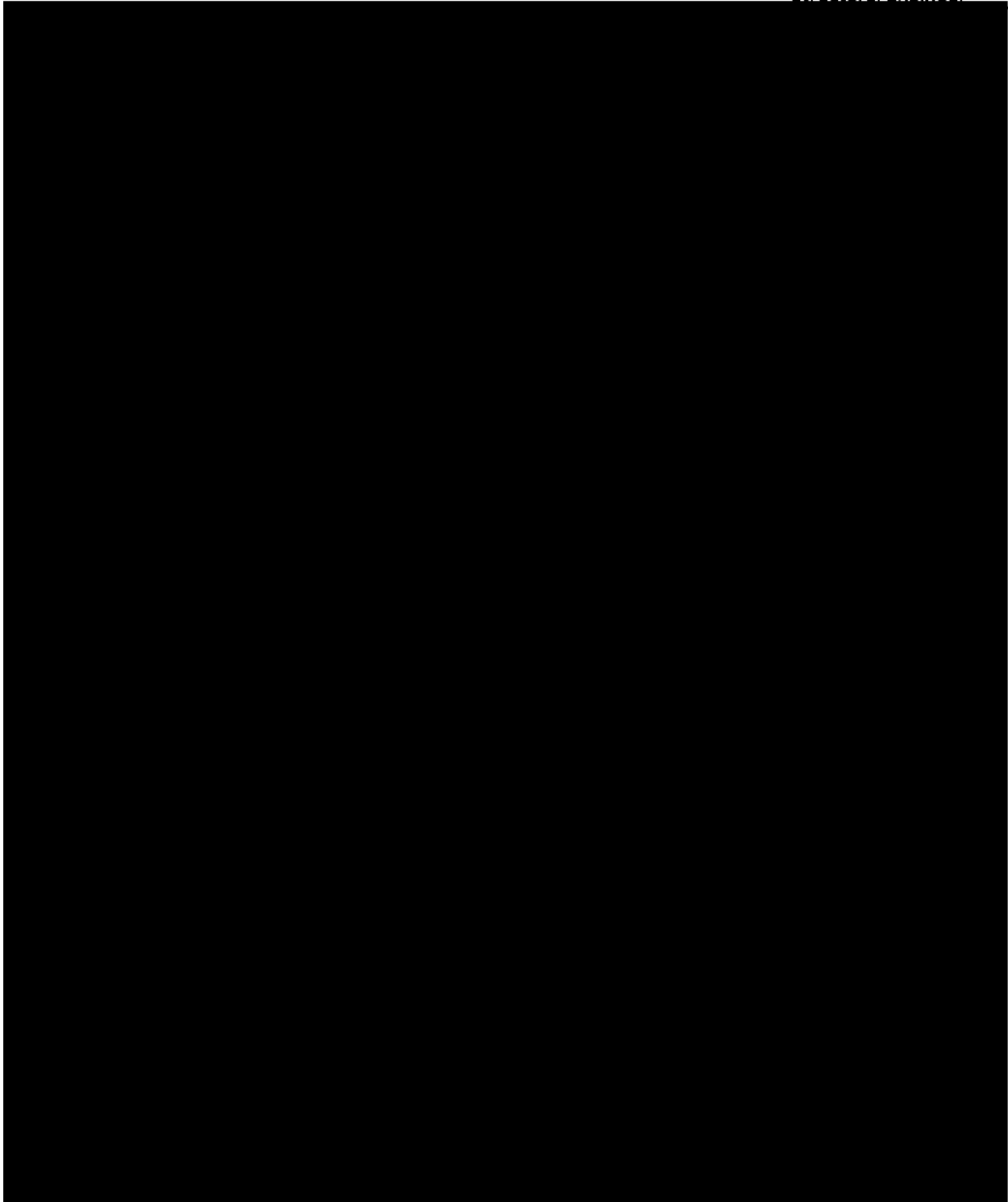
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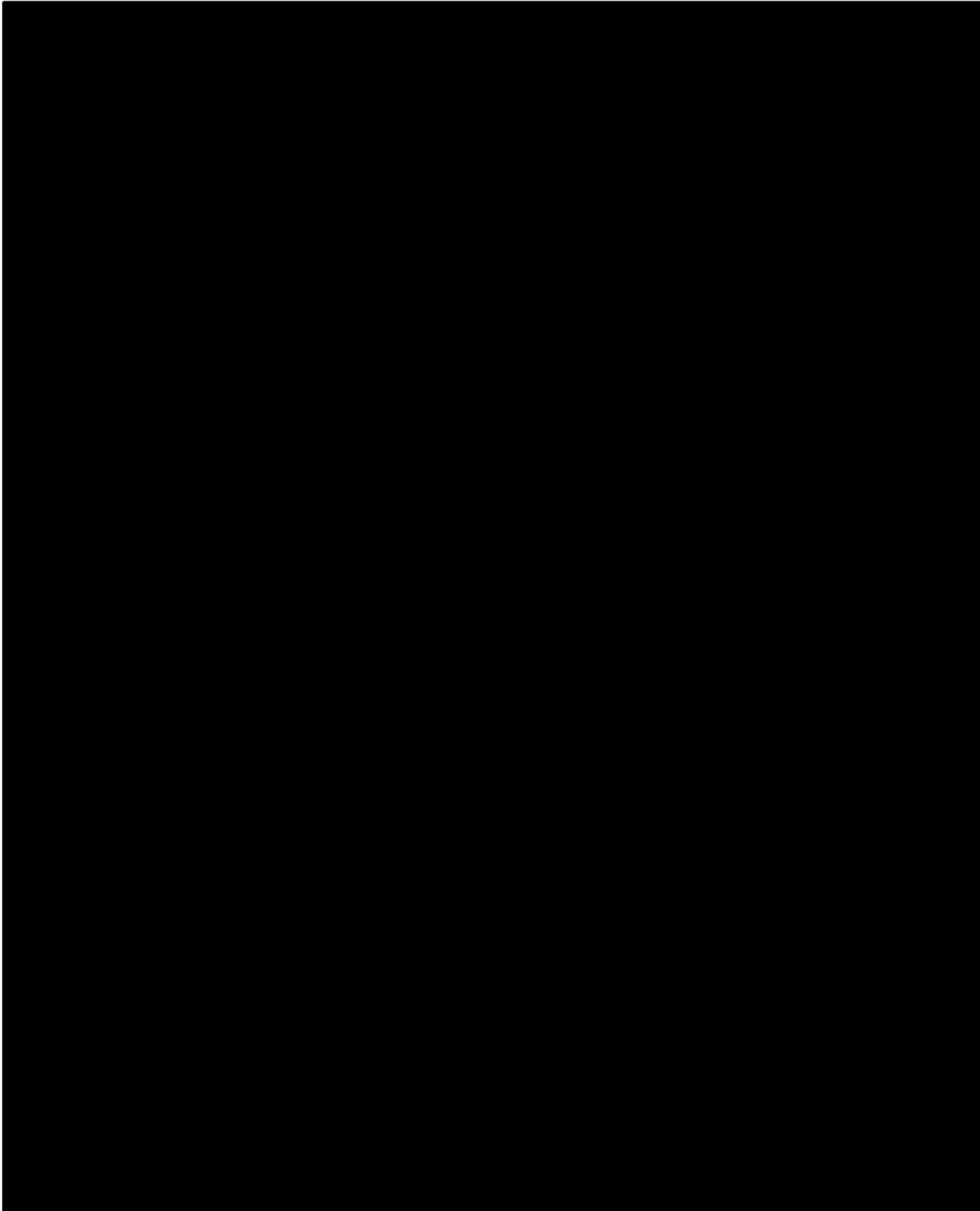


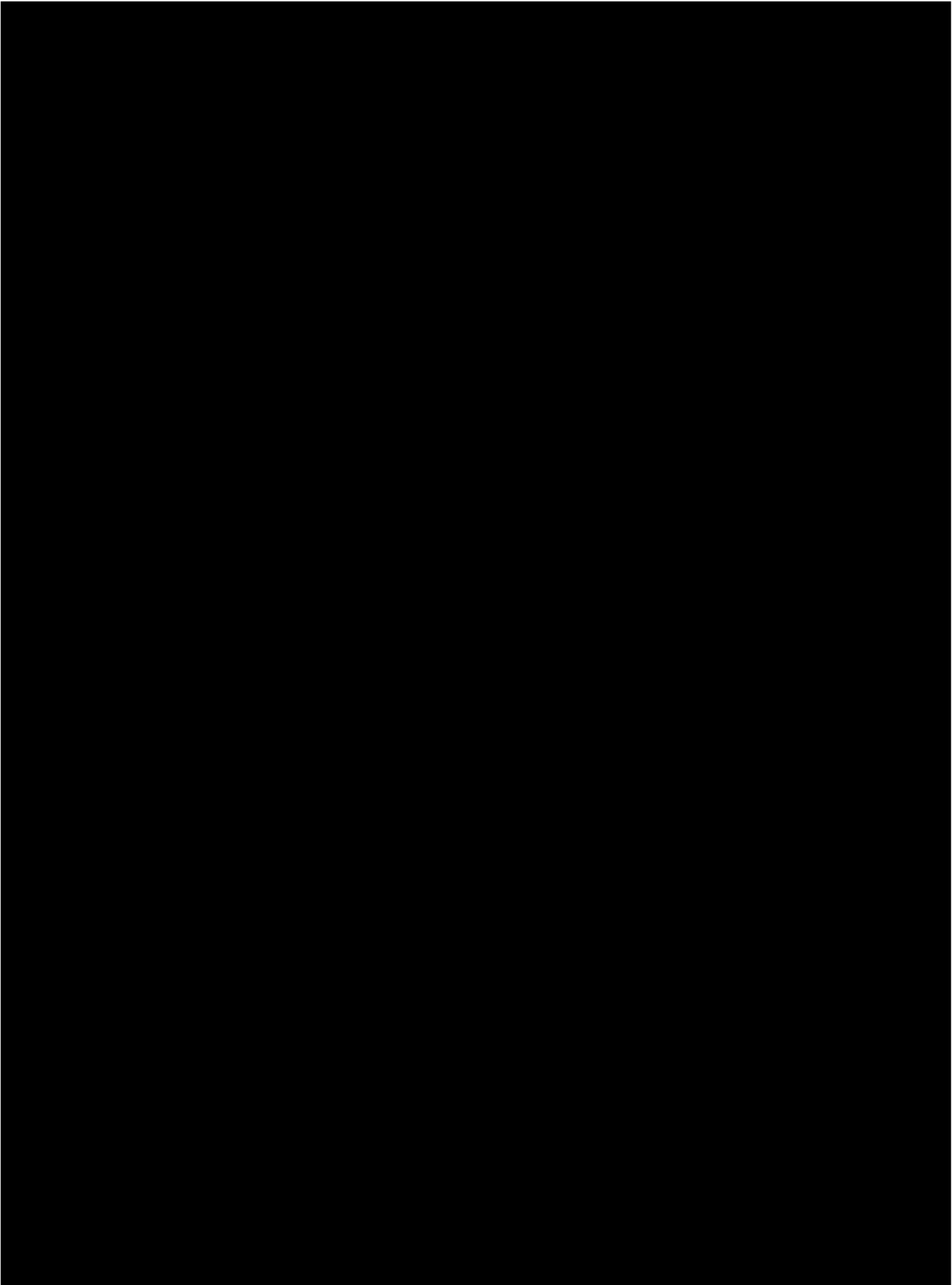


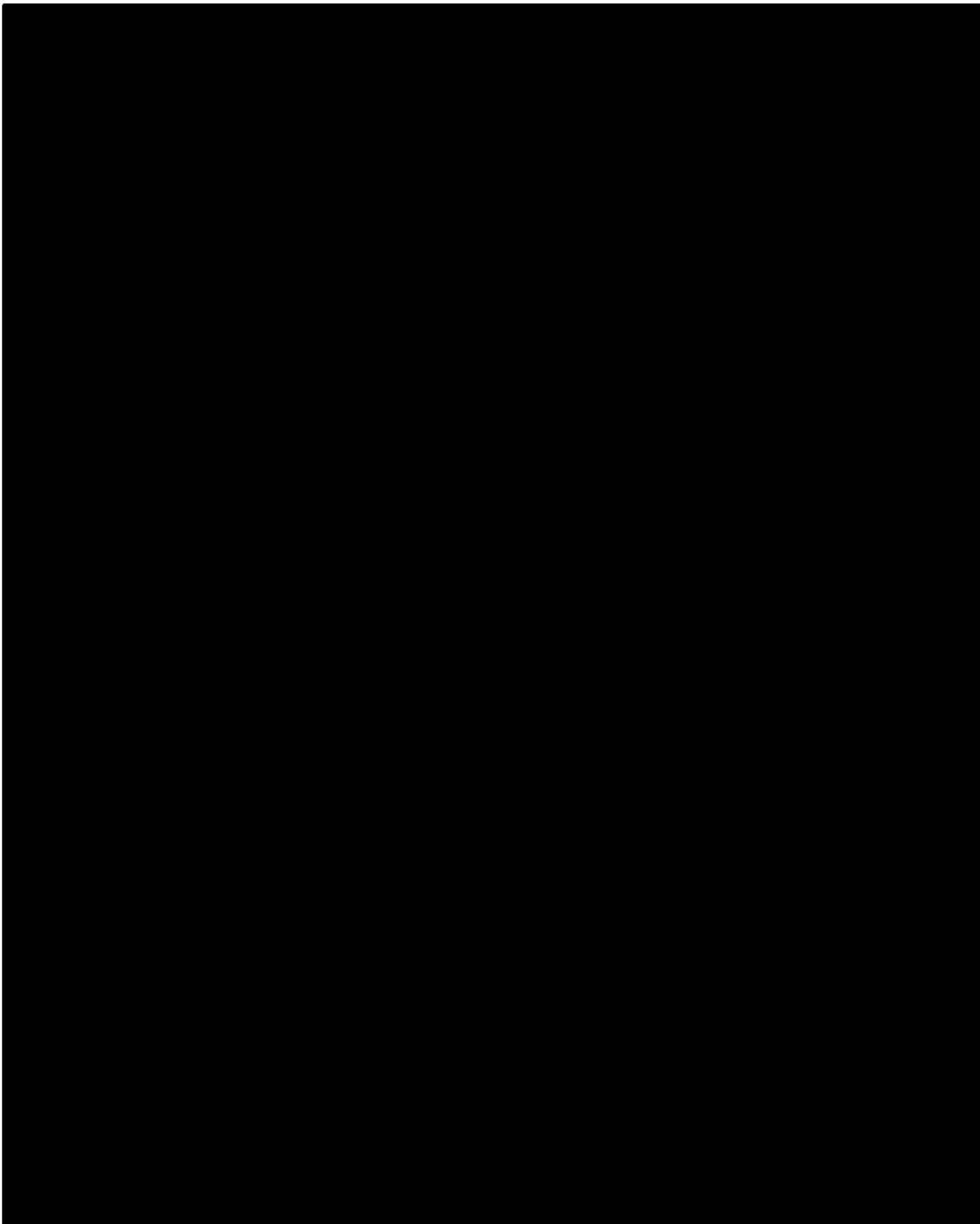


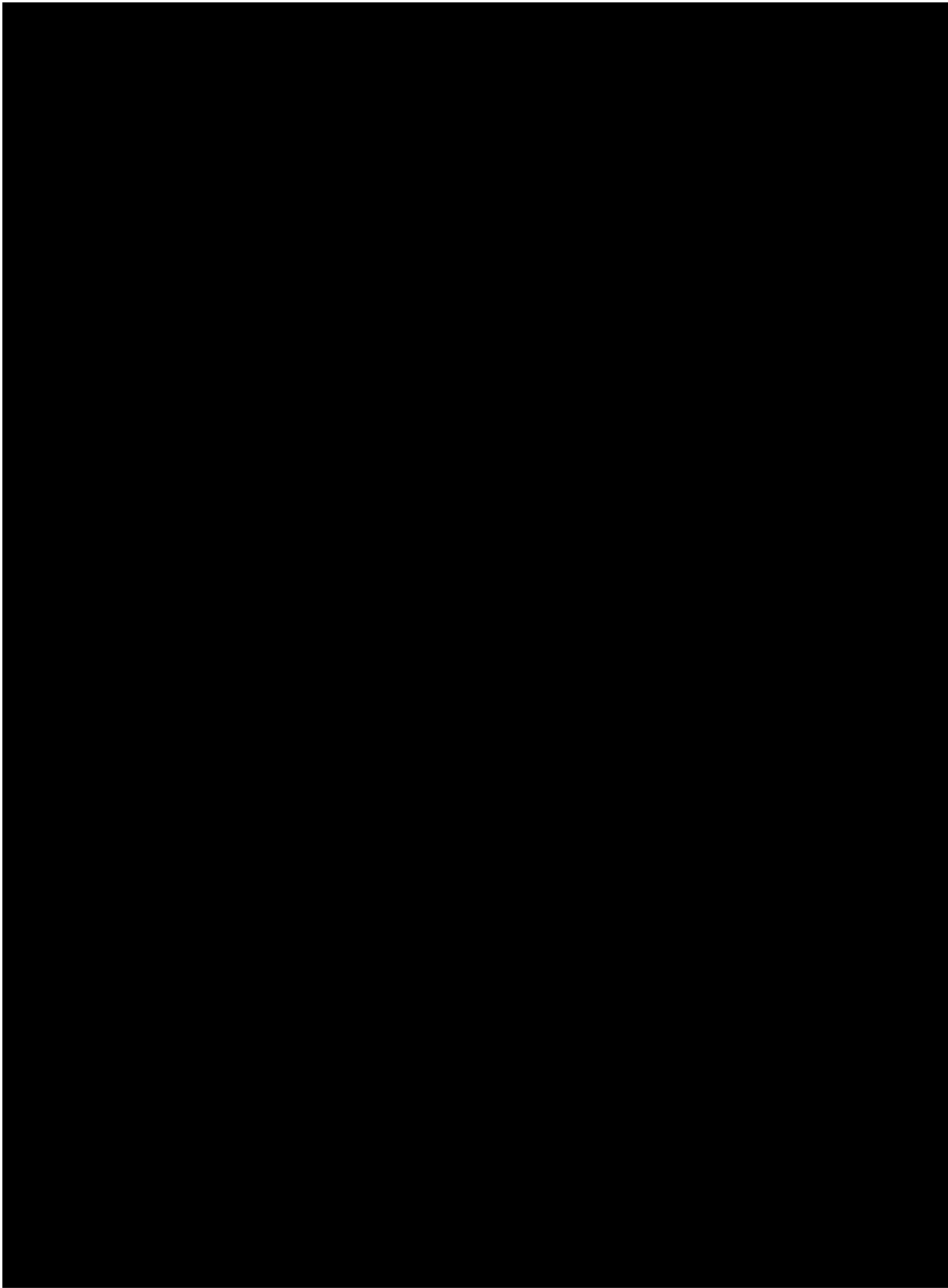


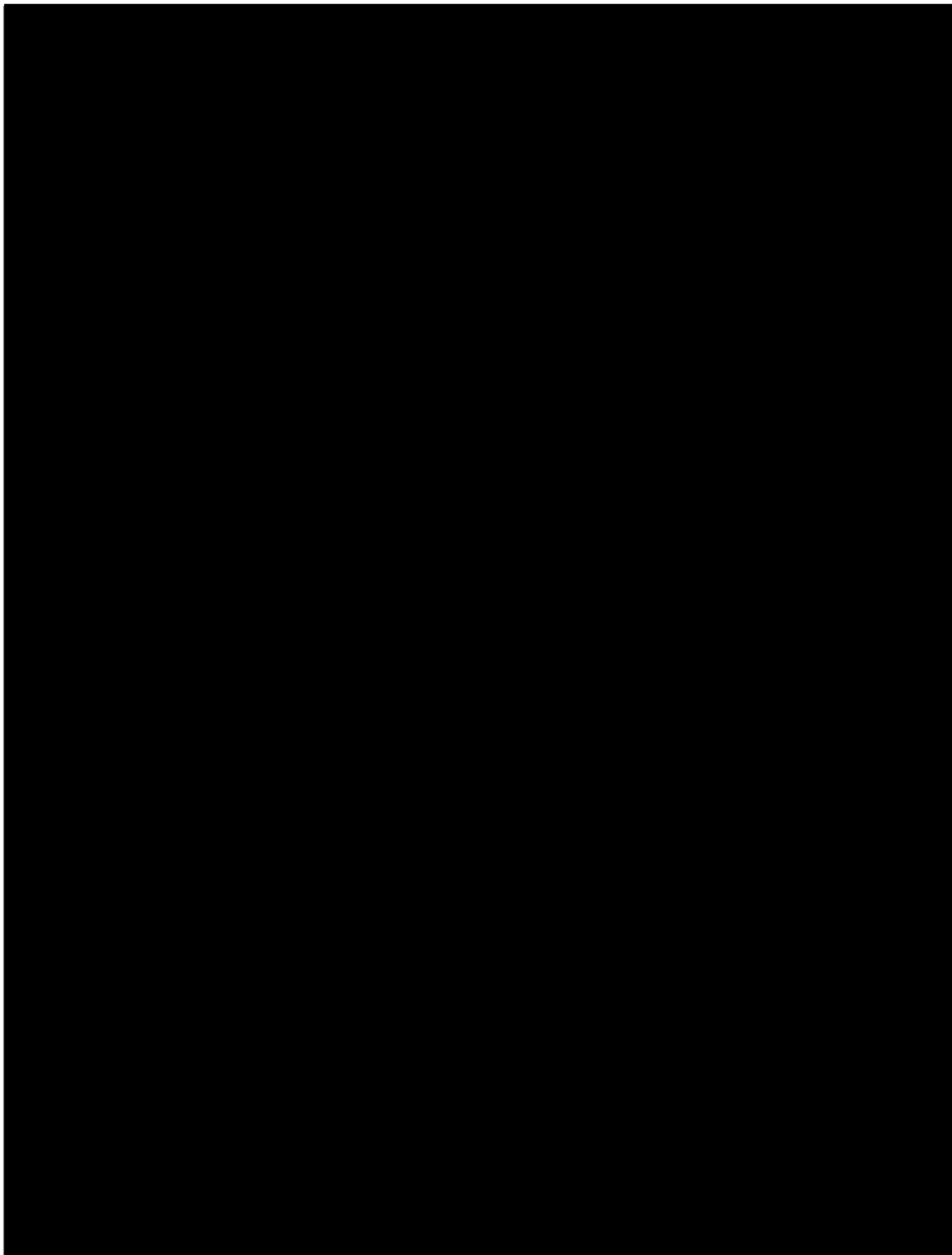


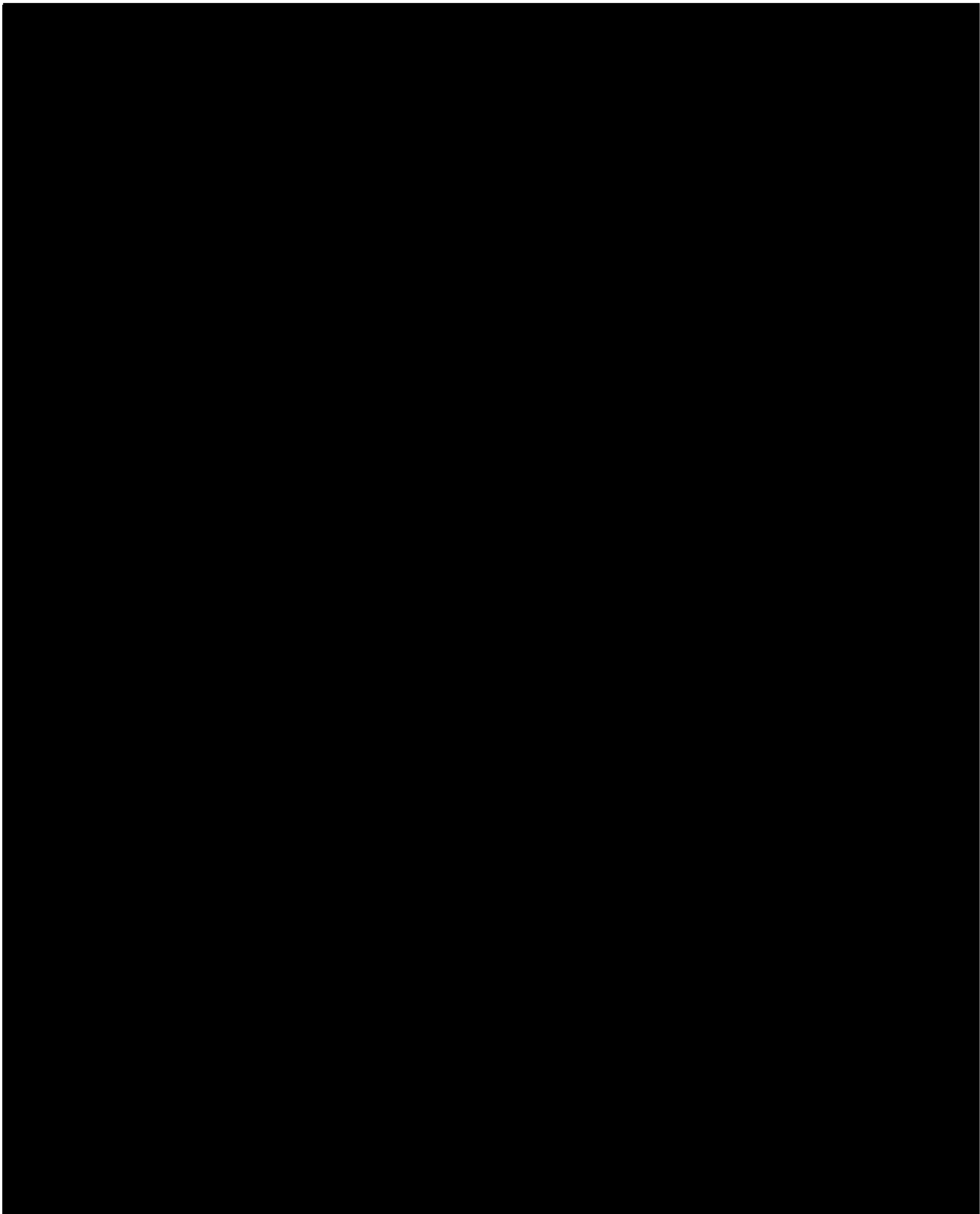


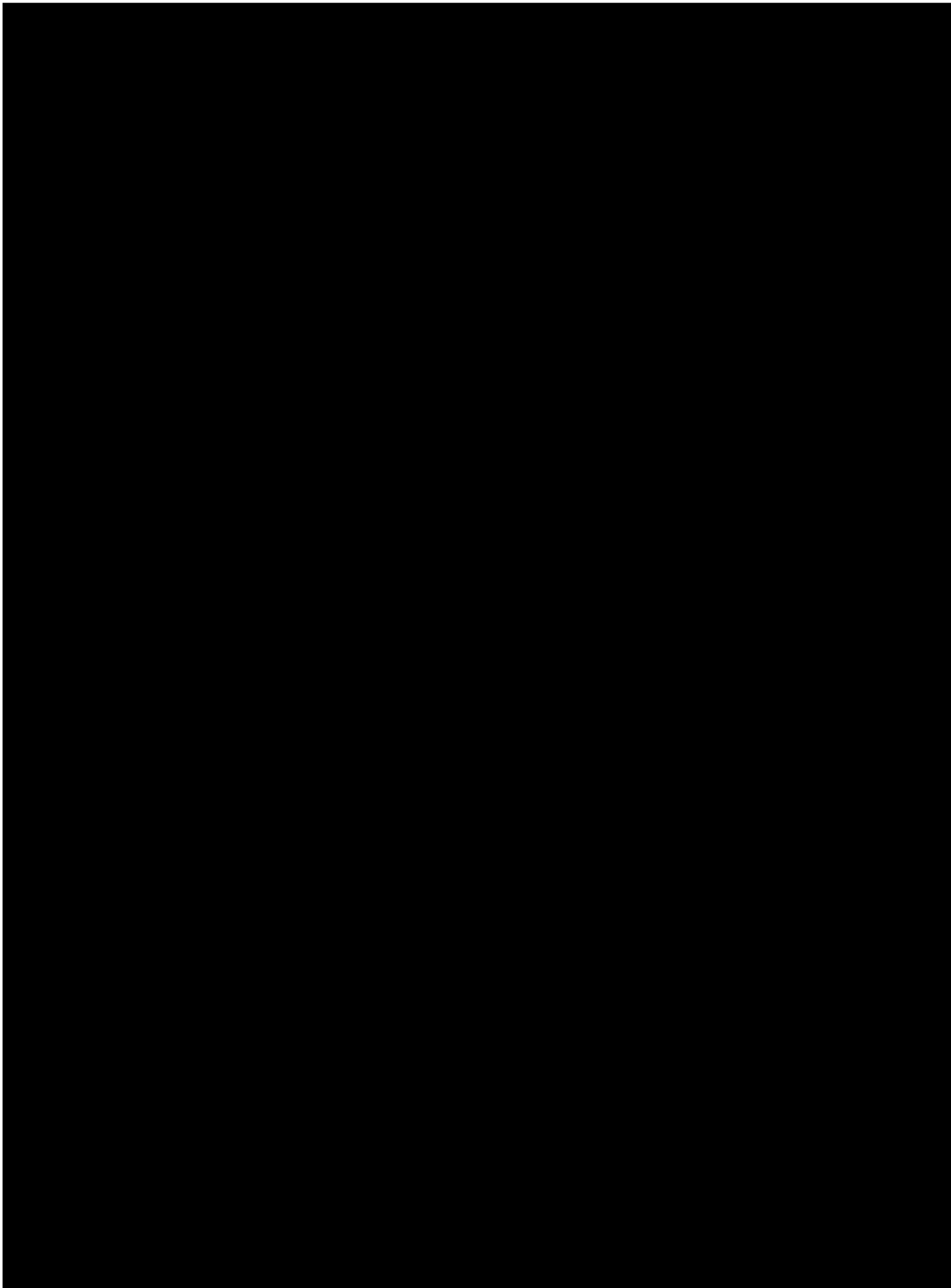


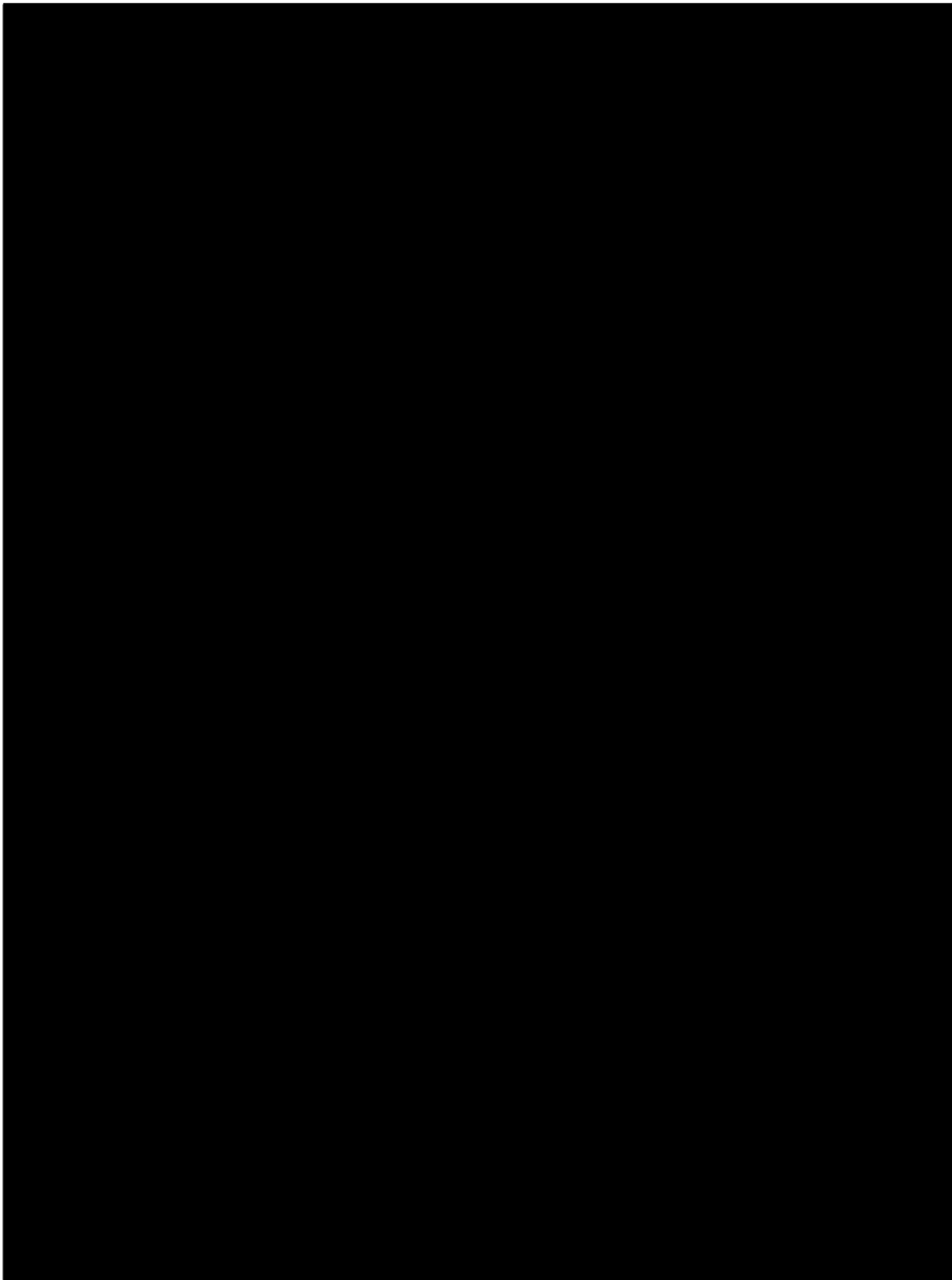


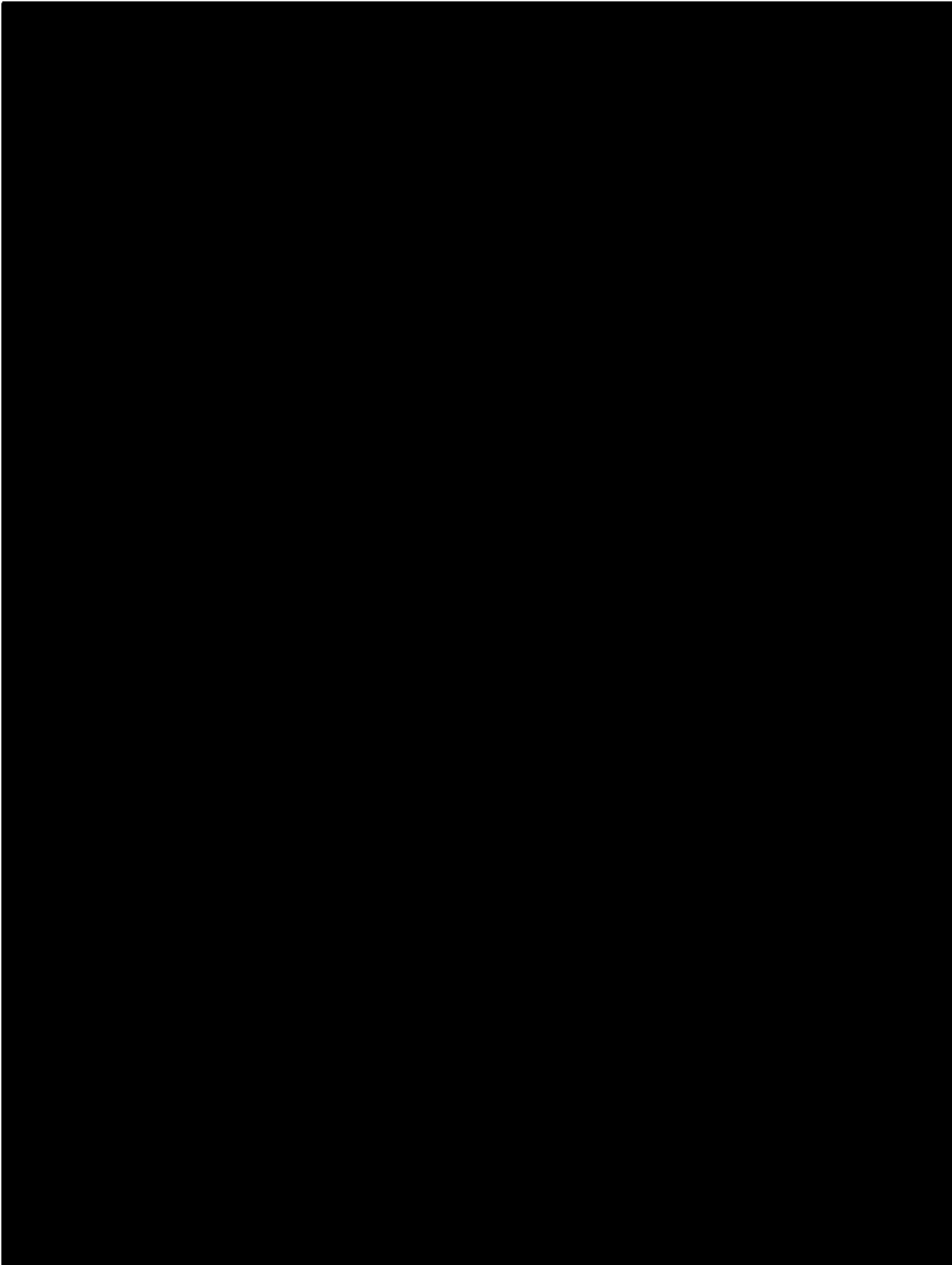


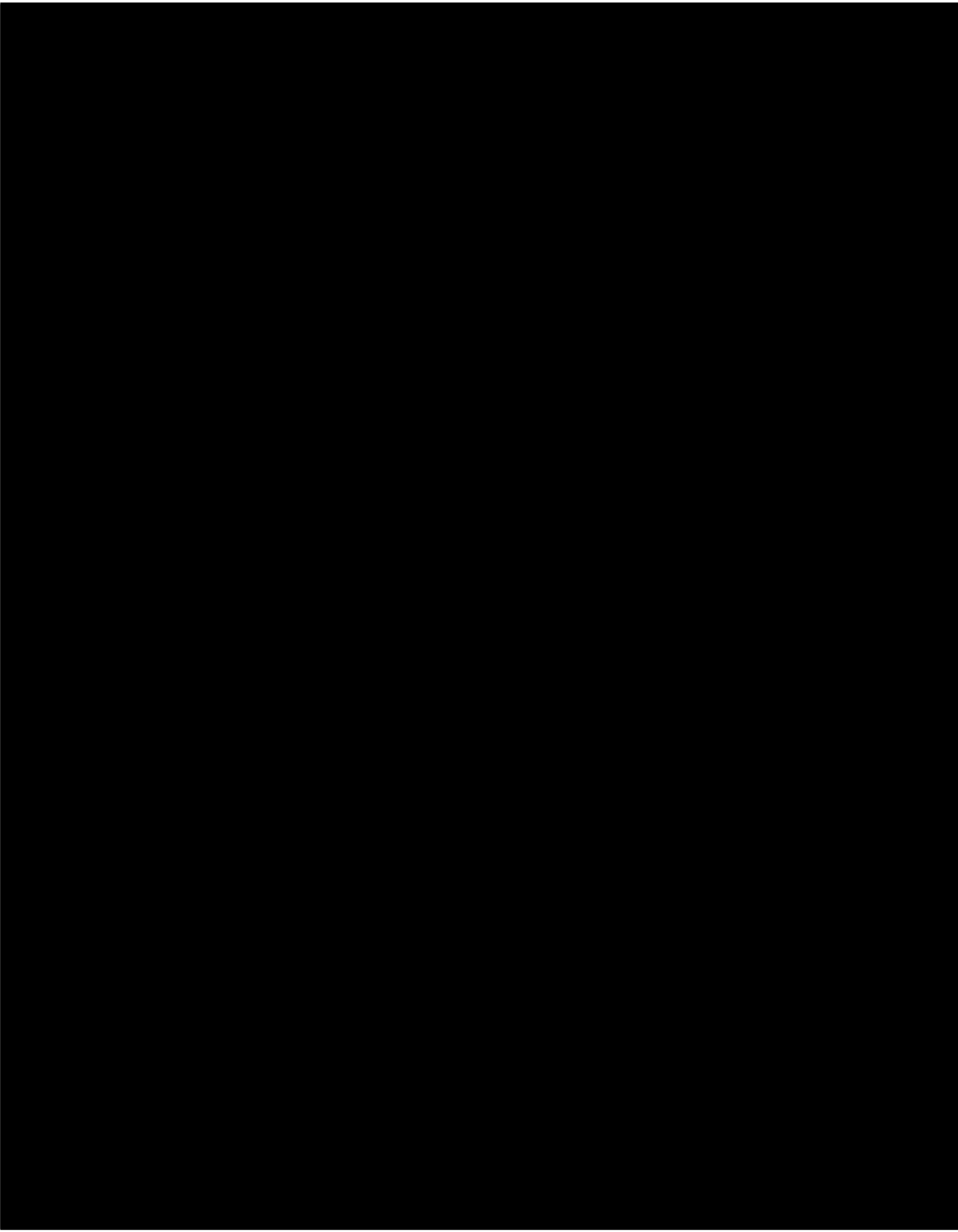


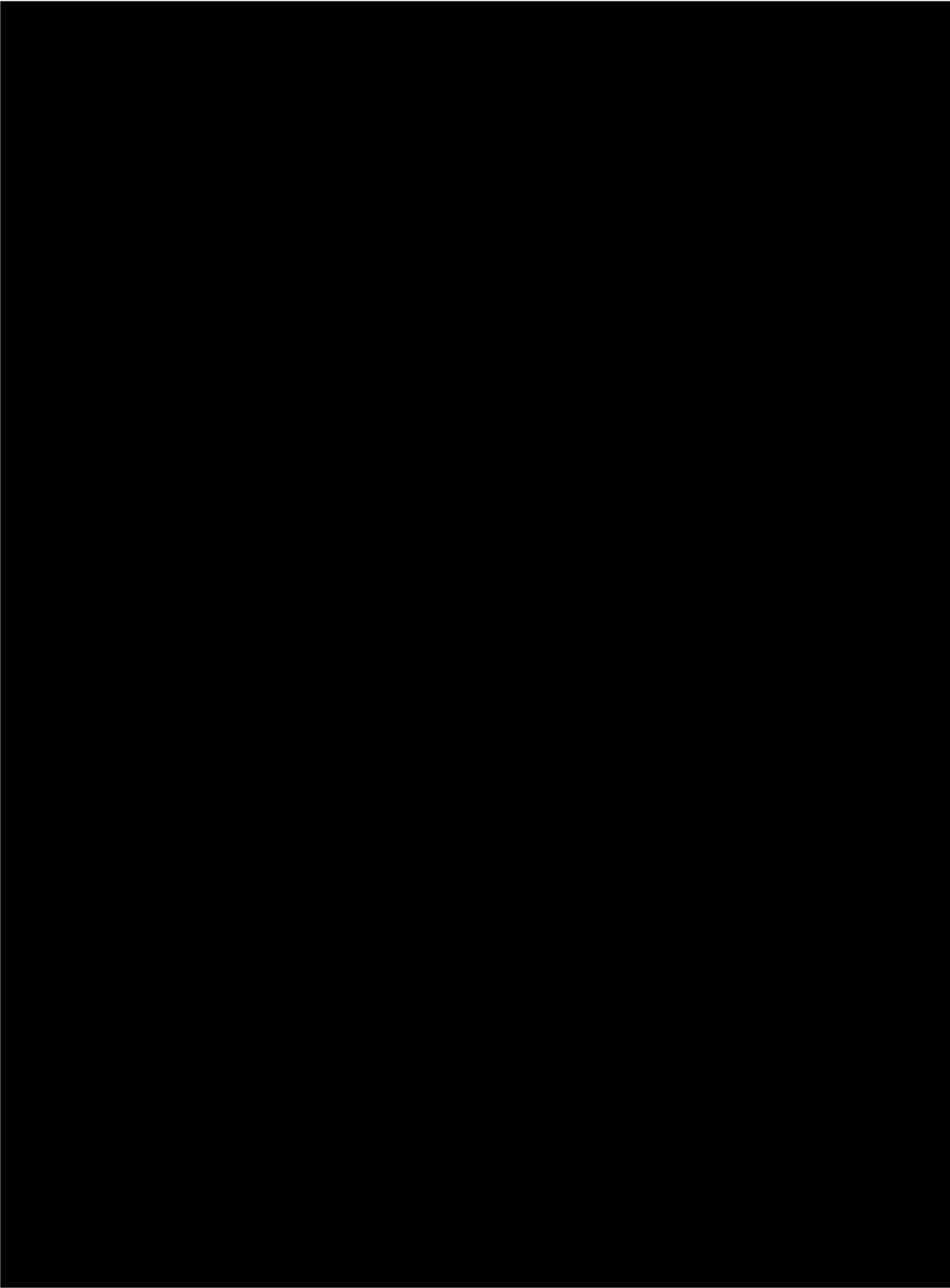


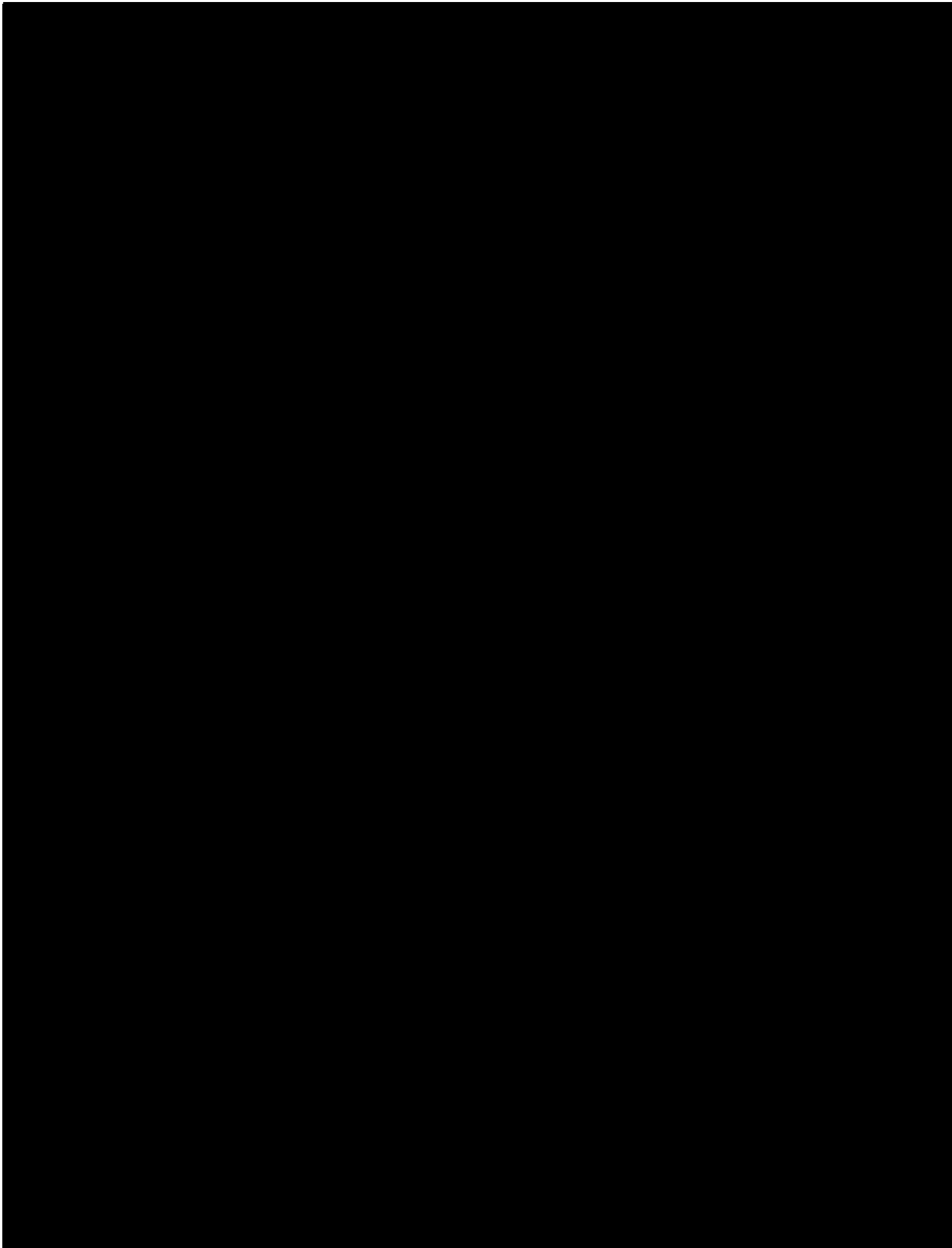


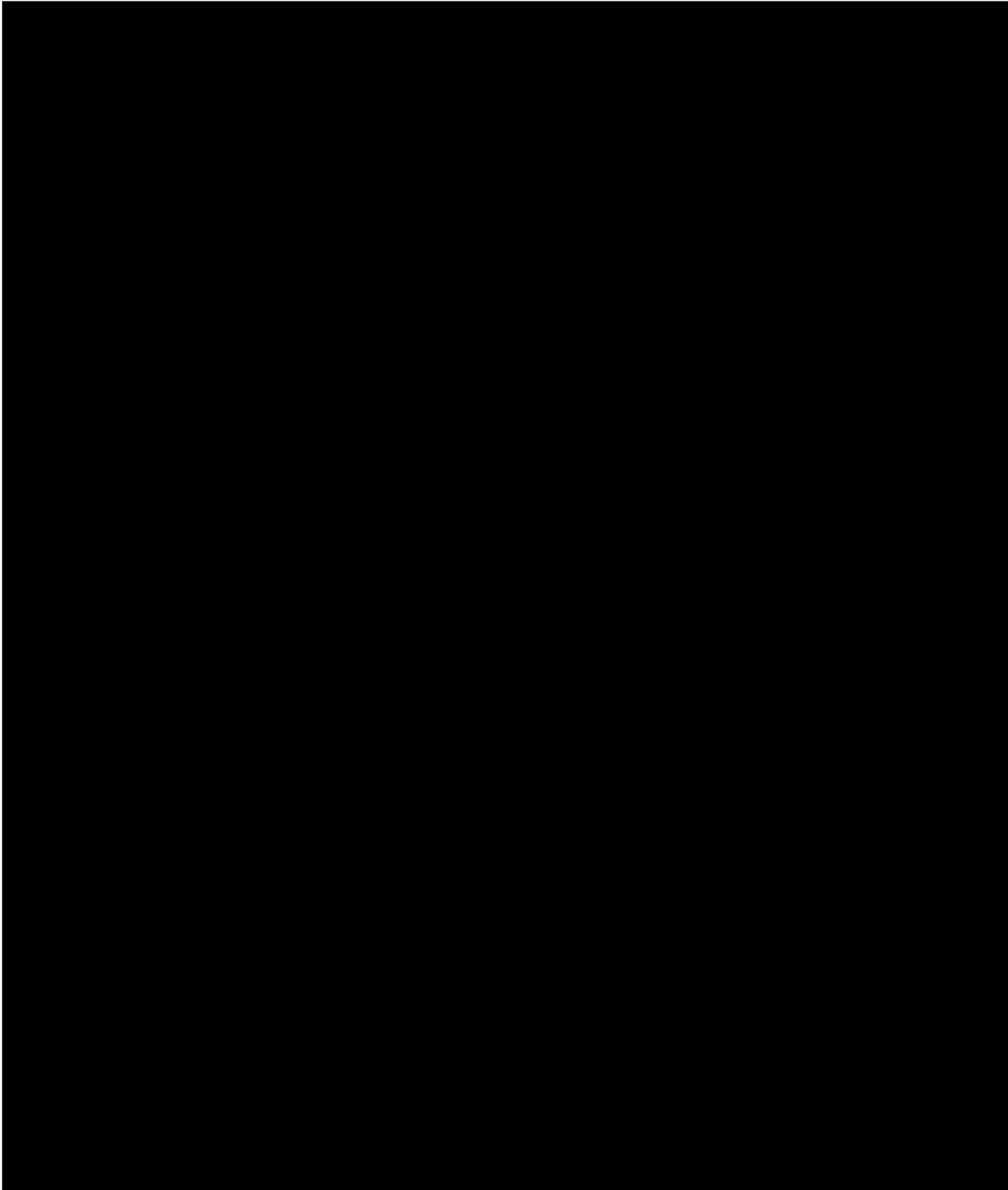


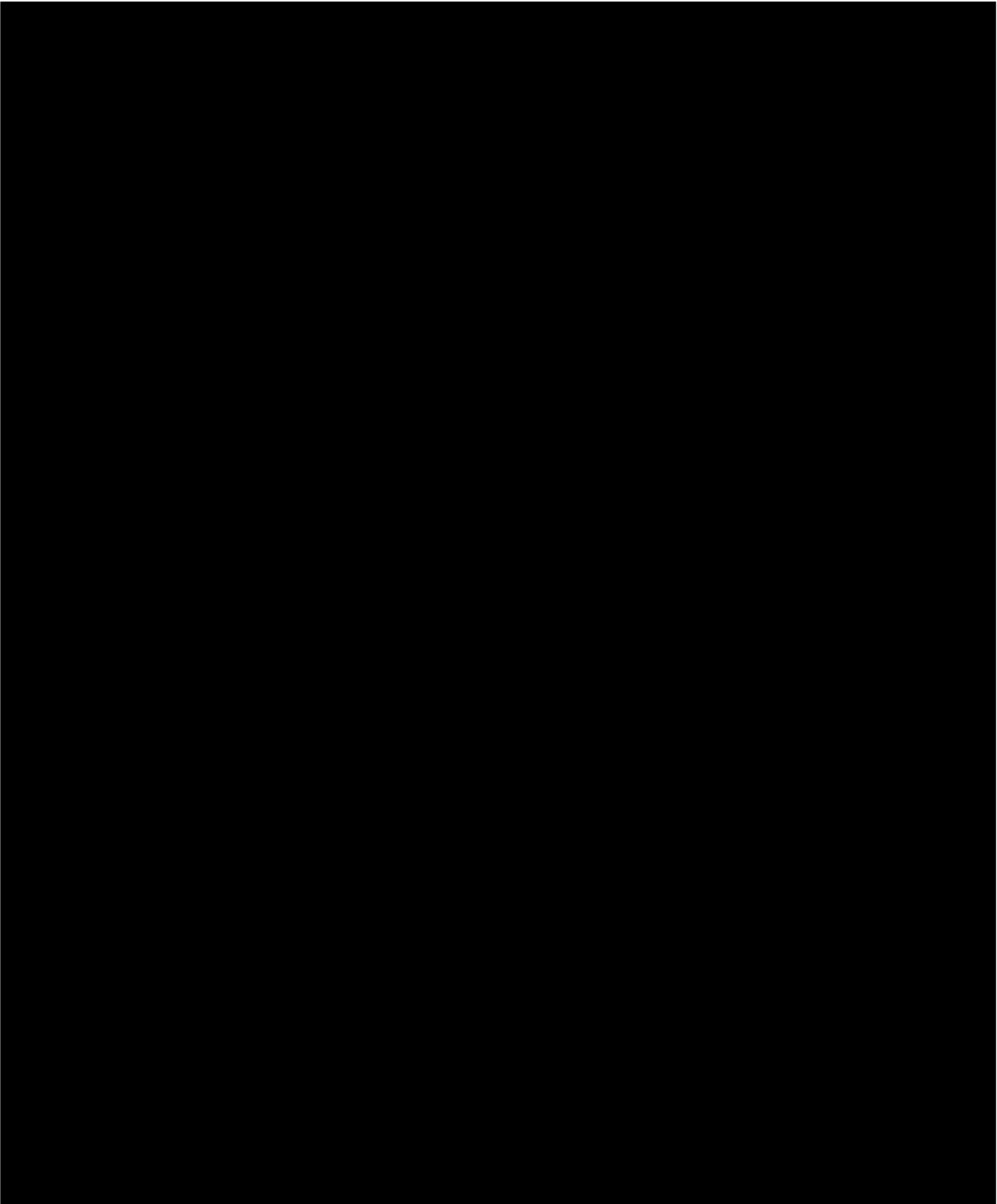


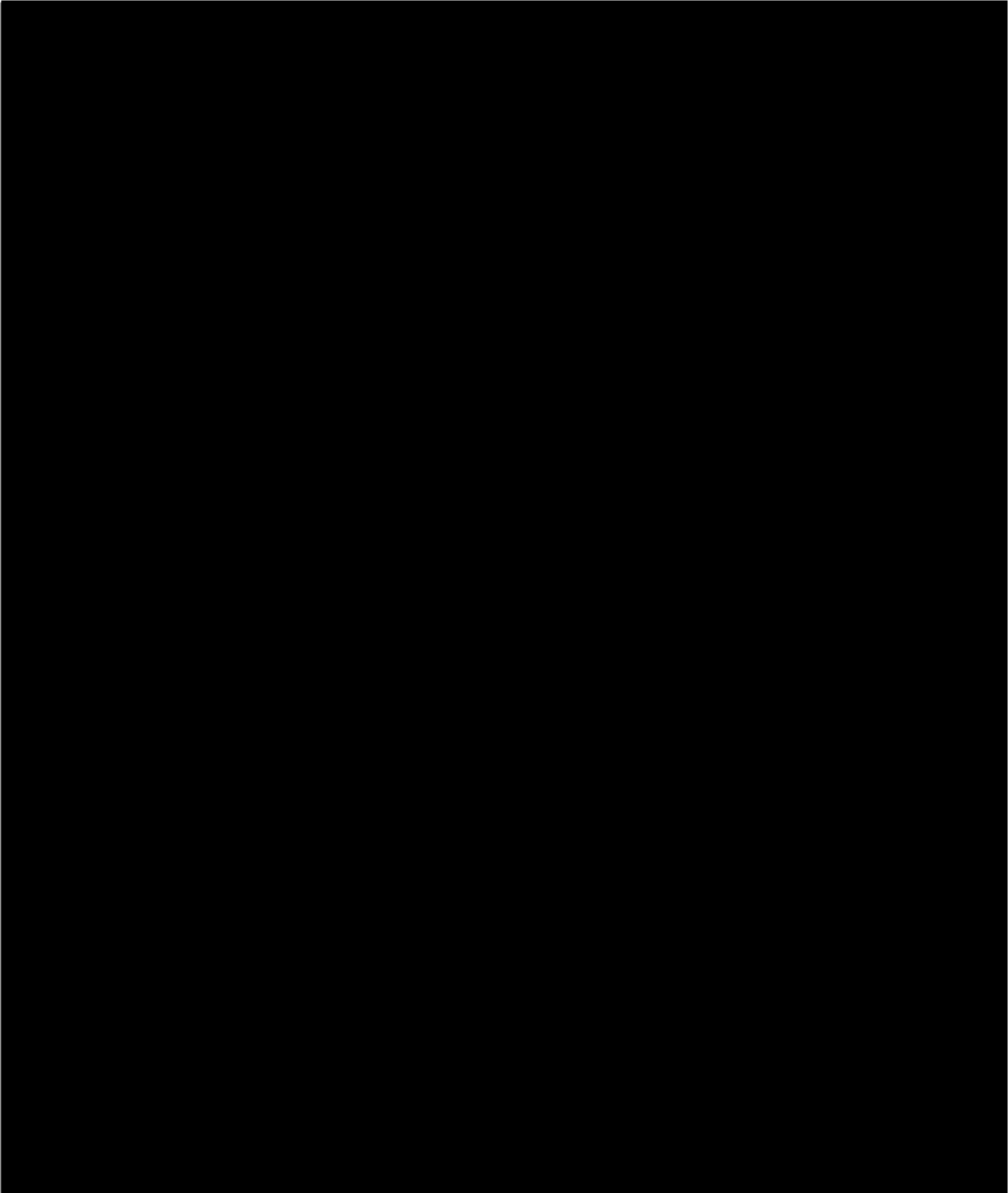


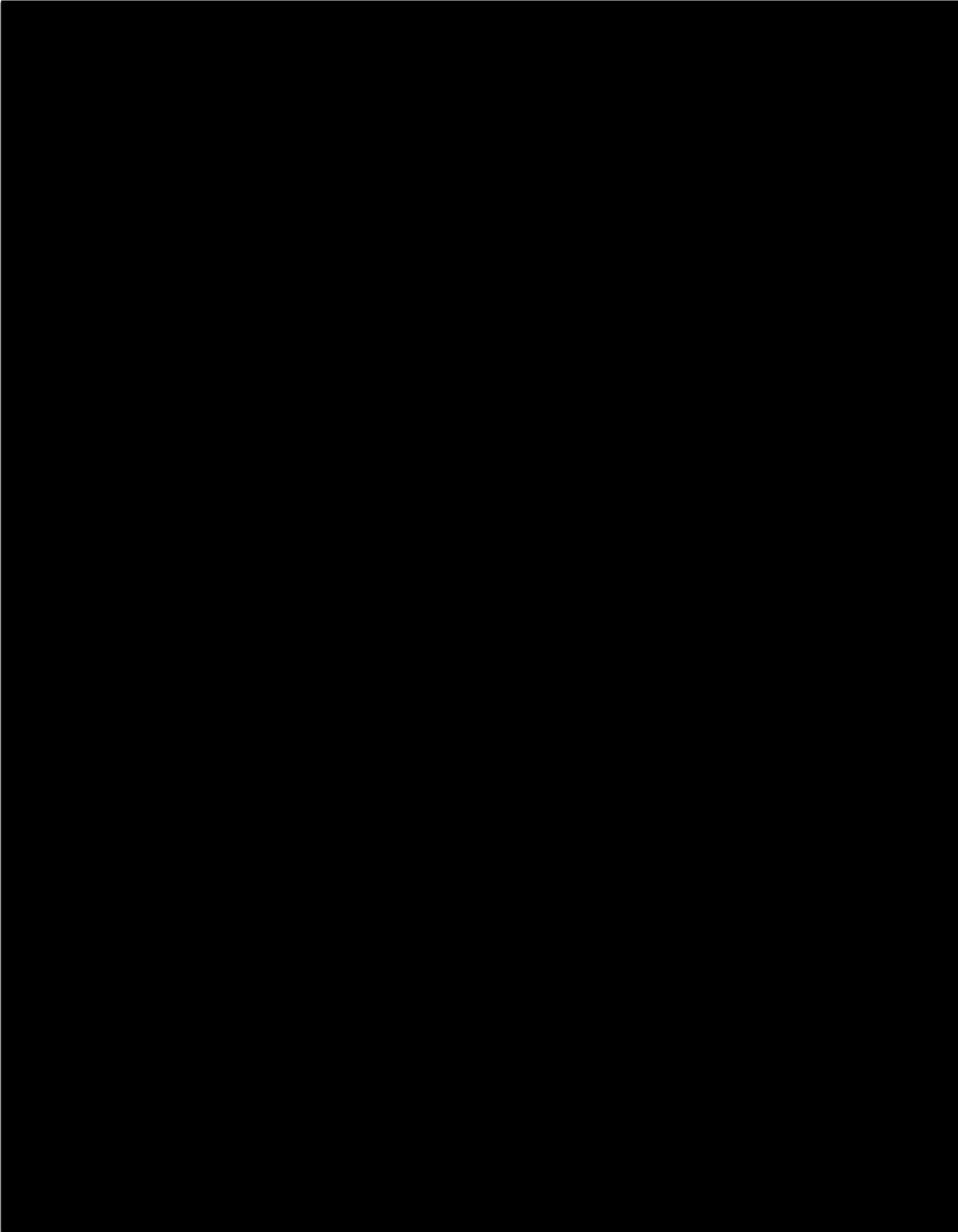


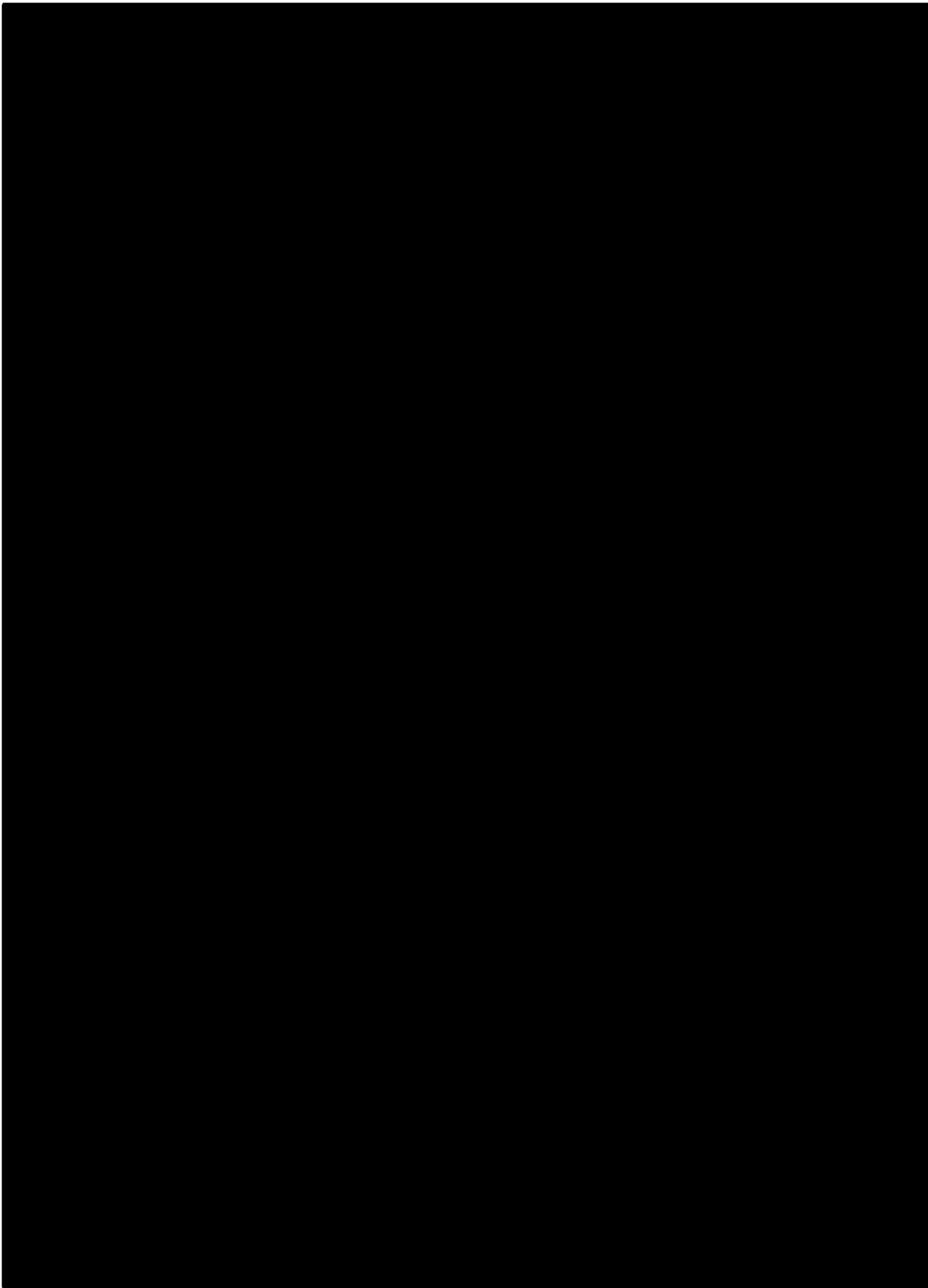


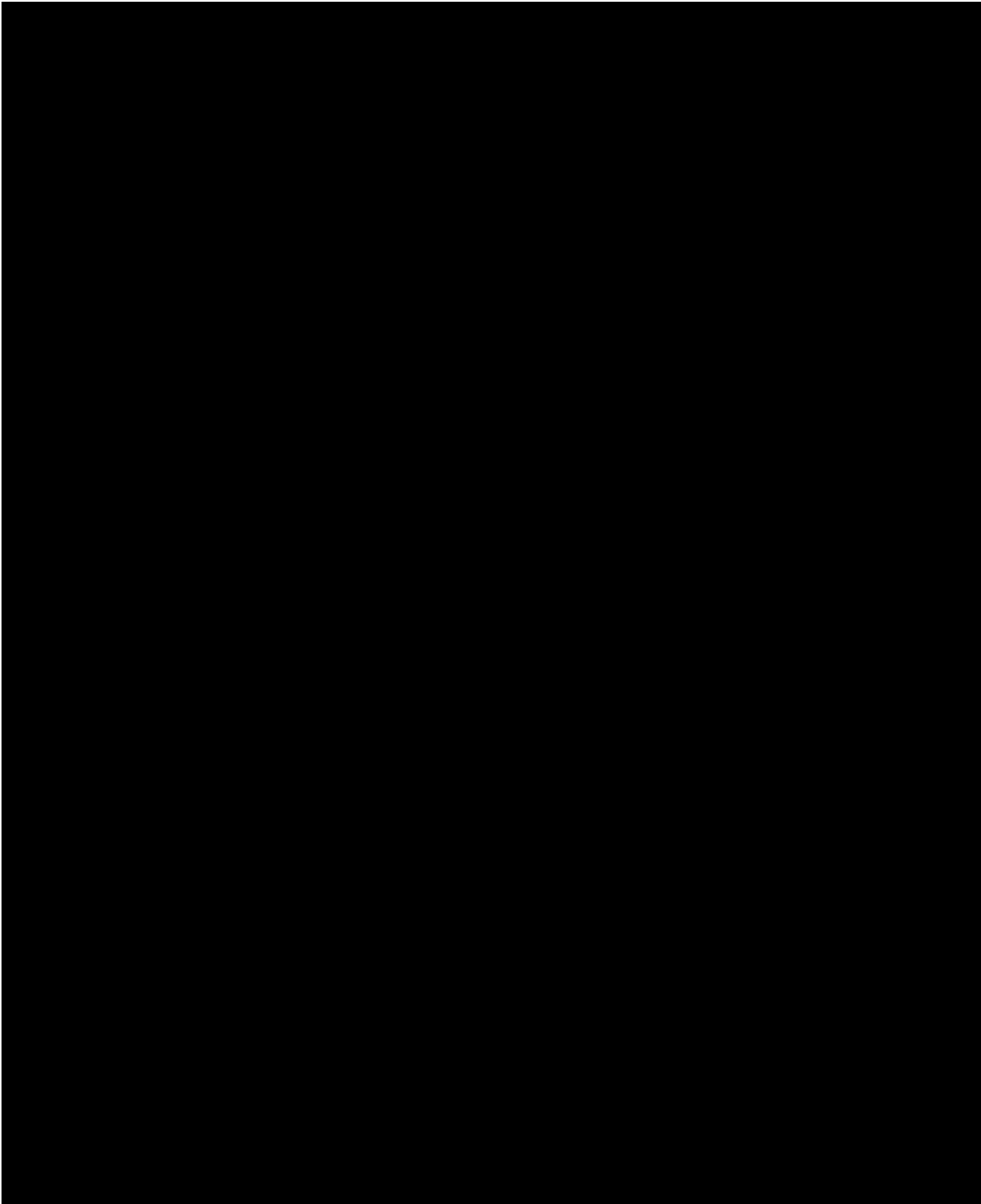


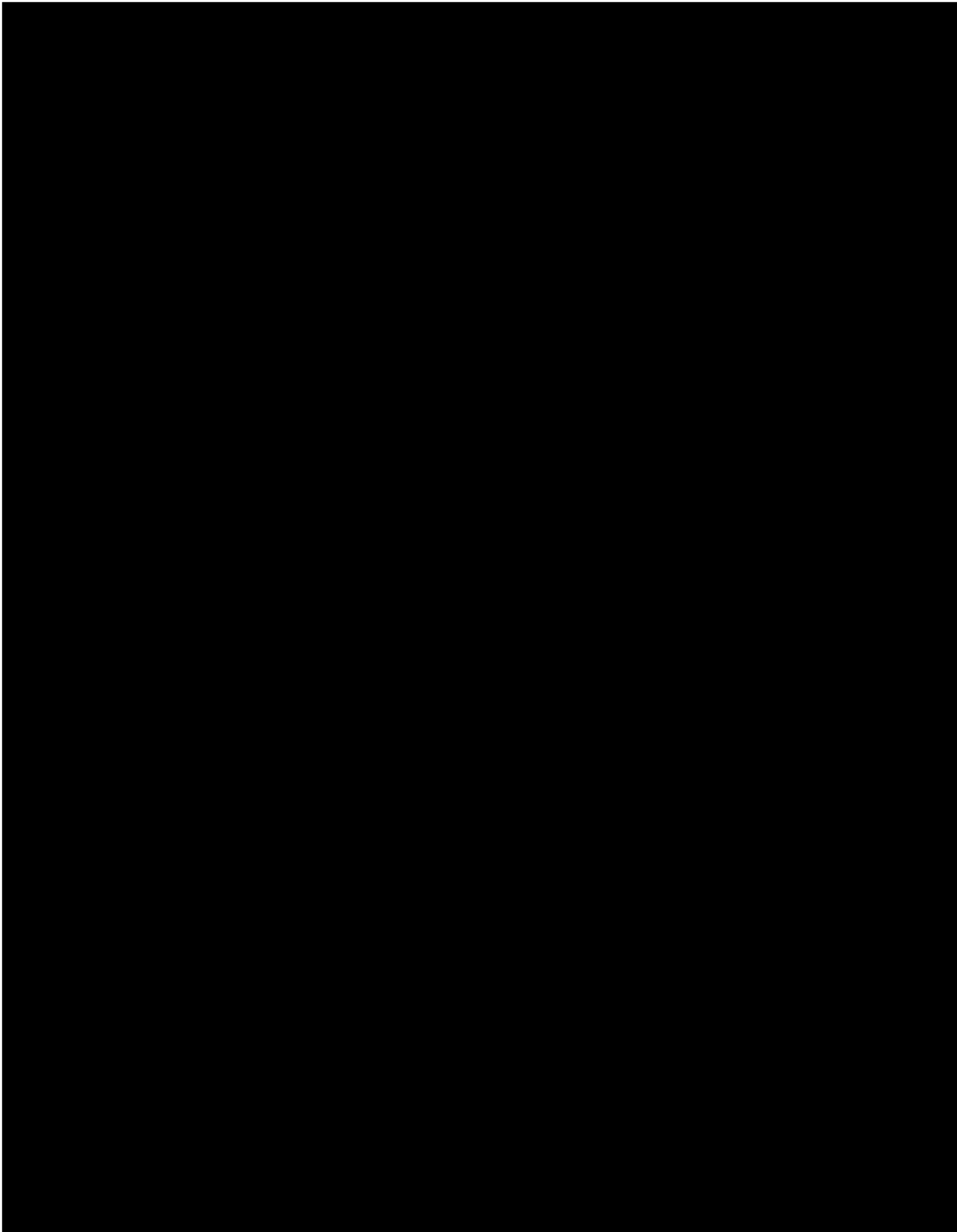


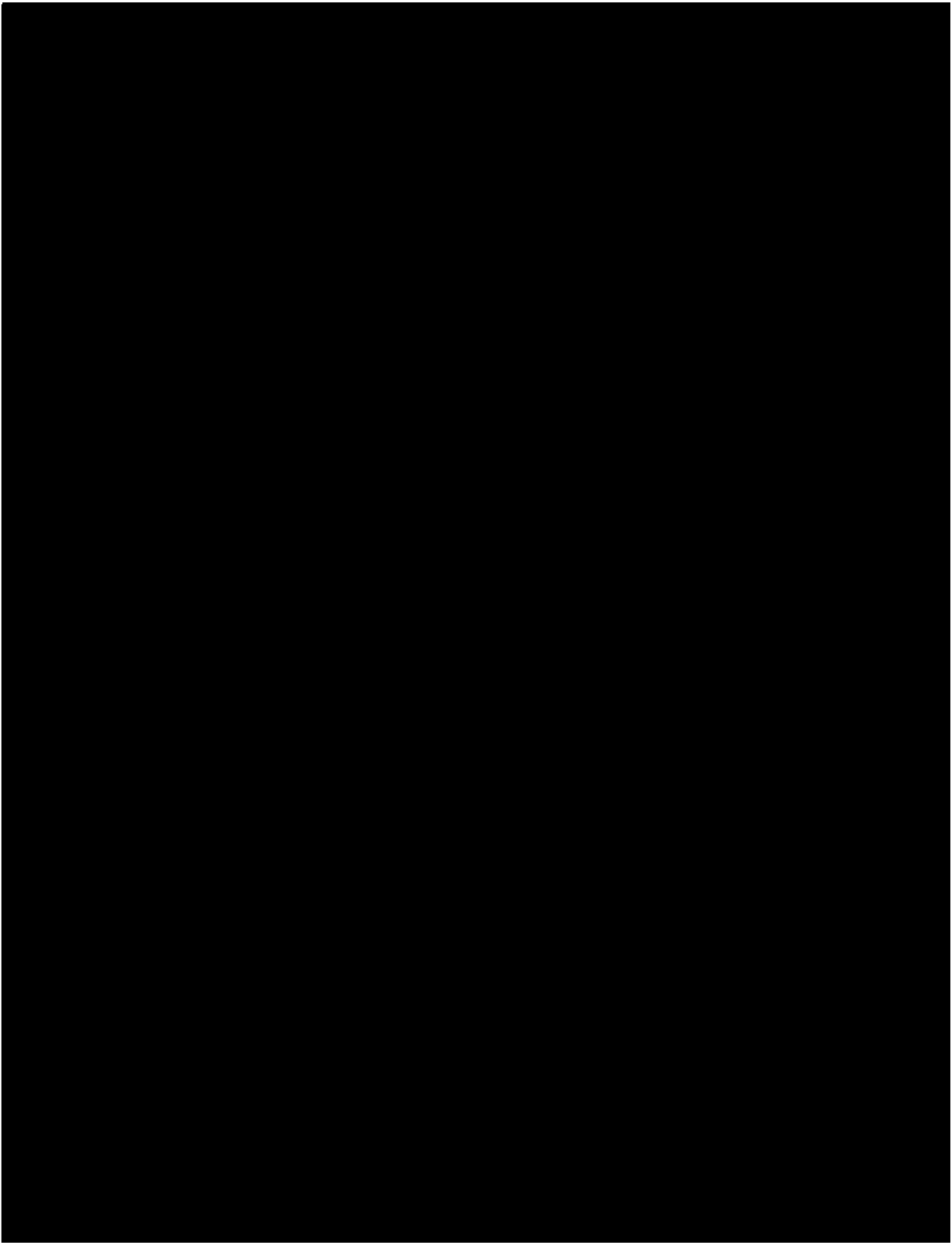












Supplement Exhibit F I-17-4305

This project is to prepare Phase II engineering services for the preparation of contract plans and specifications for the proposed bridge rehabilitation, bridge repairs and bridge demolition including, but not limited to, the Tri-State Tollway (I-294) between 95th Street (M.P. 17.8) and Balmoral Avenue (M.P. 40.0).

The scope of proposed improvements includes reconstructing / rehabilitation of bridges, 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. A maximum of four (4) contracts will be prepared.

Bridges- The bridges and anticipated scope of work for the bridges based on the provided Bridge Condition Reports (BCRs) and draft Master Plan for the Tri-State are as follows:

Bridge #	Structure #	Feature Carried	Feature Crossed	Structure type	Maintenance Responsibility	MP	Scope of Work
177	016-3248	88th Avenue/Cork Ave	I-294	Steel	ISTHA/Cook County	20.00	Replace expansion joints Reset bearings Structural steel repairs Clean & paint steel Repair substructure Slope wall reconstruction Retaining walls
185	016-9713	5th Avenue Cutoff	I-294	Steel	ISTHA/Cook County	22.55	Replace expansion joints Clean scuppers (Replace Name Plate*) Bridge deck crack seal Repair substructure Paint bottom flange + 6" Slope wall reconstruction Retaining walls
187	016-0538	Willow Springs Road	I-294	PPC	ISTHA/IDOT	22.78	Clean scuppers Bridge deck concrete sealer Repair curb Repair guardrail Repair substructure Repair drainage system Retaining walls
245	016-9994	Ramp AB	Sewage Disposal Rd	Steel/Conc	ISTHA	23.75	Deck repairs Concrete sealer Approach slab repair Repair end diaphragms Repair T beams with fiber wrap Substructure repair
251	016-2610	55th Avenue	I-294	PPC	ISTHA/IDOT	25.40	Replace expansion joints Repair deck & approach slabs Replace bearings at abutments Remove & replace slope walls Retaining walls Clean scuppers & extend pipes Repair substructure Riprap NW and SE
253	016-1032	55th Avenue	Flagg Creek	PPC	ISTHA/IDOT	25.40	Replace expansion joints Deck & approach slab repairs Replace bearings at piers + 1 fixed Reconstruct Pier 1 cap Clean scuppers Substructure repair Repair beam ends with fiber wrap

8/31/2017

Supplement Exhibit F I-17-4305

Design Work for the Bridges includes – Review of related master plan documents, evaluation of subsurface conditions and survey data; review of bridge condition reports, with confirmation of and necessary revisions to proposed scope of work, to be summarized in 30% concept submittal. Type studies will be completed for all retaining walls proposed under bridges. Further design work includes preparation of contract documents, with intermediate review submittals, for the proposed bridge repairs, slope wall modifications, and retaining walls, as described above, along with any necessary related structural calculations.

Hinsdale Oasis - This work will include the design of the proposed demolition of the existing Hinsdale Oasis, and plans and specifications into a single contract document. (Refer to the scope of services provided by STV Incorporated).

Exclusions:

- Scope of work for bridges limited to rehabilitation only (deck or superstructure replacement excluded).
- The design of overhead sign structures and signs not included.
- Assume structural foundation details, quantities and specifications for IPDC facilities, ITS gantries, and DMS will be included in contract by others. Not responsible for site work and associated shielding of foundations.
- Structural design and Hydraulic/Hydrologic analysis of culverts not included.
- Design of foundations for IPDC facilities, ITS gantries, and DMS are not included.
- Noisewalls and retaining walls (other described above) including geotechnical investigation are not included.
- Scope at Hinsdale Oasis limited to building and bridge demolition. Site work limited to minimum temporary grading required for adequate drainage.
- Full bridge inspections with bucket trucks not included. Observations will be made from the ground or via drone technology.
- Barrier Warrant Analyses (BWAs) for the IPDC foundations, ITS Gantry and DMS foundations not included. Four (4) BWAs assumed at 4 structures. Therefore, sixteen (16) BWA locations included for interim improvements only.
- Drainage, erosion control and maintenance of traffic scope limited to disturbed areas created by the Bridge and Retaining wall scope included in this contract.
- Lighting design limited to underpass lighting and temporary transitional lighting at the bridge locations noted above.
- Building design (restaurants/retail) at the Hinsdale Oasis is not included.
- Public Involvement Meetings and Outreach not included.
- Railroad coordination not included.
- Fiber-optic design not included.
- The Tollway has not determined if the retaining walls at the Hinsdale Oasis are required so the following retaining walls as shown in the Master Plan are not included.

Wall #	Begin Station	End Station	Length
PR-TS24.95R,SB	1320+48	1328+50	802
PR-TS24.95R,NB	1320+45	1328+44	800

Supplement Exhibit F I-17-4305

Contingency

A contingency amount has been included on Exhibit B for site development work for the Hinsdale Oasis. We understand that the DCM will perform a Phase I study evaluating various rehabilitation alternates for the reconfiguration/reconstruction of the oasis on both sides of the mainline, and with interface with Tollway, and other stakeholders will narrow down the alternates to a selected alternate for reconstruction. We have not included any services for this Phase I study and recommendation. Currently we understand that the following parameters are being defined and being evaluated:

- An overpass Oasis similar to the existing oasis will not be reconstructed.
- Most likely, the elevation of oasis pavement on both sides of the mainline will be lowered.
- The surface parking for passenger cars, truck parking area, and the existing gas station will be reconfigured/ reconstructed as a result of lowering the Oasis.
- The on and off ramps to the oasis may need to be reconstructed.
- This construction will be staged so that public's access to the existing gas station is maintained as long as possible.
- It is anticipated that the DSE may be required to perform the supplemental environmental, and geotechnical investigation to prepare the PS&Es for construction. The DSE will perform the topo and utility survey of Oasis, and after the demolition of the existing Oasis bridge this survey will be updated.
- The Oasis site may consist of the construction of retaining walls or detention facilities.
- Building design is not included in the contingency.

The Parking lot design may consist of the tasks listed below:

- Site plans including all pavements, curbs & gutters and features
- Maintenance of Traffic and Construction Staging
- Removal Plans
- Proposed Geometry
- Grading / Earthwork
- Storms Sewer Drainage System
- Sanitary Sewer System
- Utility Relocation
- Landscaping
- Pavement Marking
- Signage/Pavement Striping
- Lighting for Parking Lot
- Utility services for the Restaurant /Retail buildings
- All applicable ADA requirements
- Any assistance for exhibits for public presentations/Discussions that maybe needed

The site work will includes coordination with the utility companies, local agencies, and also plan preparation, special provisions, cost estimates and QA/QC. It's estimated that total square footage of this space will be about 25,000 square foot on each side, with an estimated construction cost of \$12 to \$15 Million. Once the Phase I study is completed at the Oasis, it is anticipated that the DSE will submit a proposal with man-hours and engineering fee to complete Phase II contract plans. If the contingency dollar amount is not enough to complete the proposed design work, a Supplement may be required.

8/31/2017

EXHIBIT G

Contract No. I-17-4305

Baxter & Woodman, 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
IDOT	Phase I/II Project Management	\$1.5M	\$65k	3/1/2018
IDOT	Phase I/II Project Management	\$600k	\$68k	3/1/2018
IDOT	Phase II Project Support	\$5.75M	\$1.75M	4/1/2018
IDOT	Wolf Road Phase II	\$599k	\$20k	6/1/2019
IDOT	US Route 20 Phase II	\$764k	\$592k	3/16/2019
IDOT	Various/Various Phase II	\$1.5M	\$100k	3/1/2018

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 2M Group, LLC</p> <p>Direct Labor \$ 184,240.00</p> <p>Direct Costs \$ 760.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 185,000.00</p>	<p>6</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>2 GSG Consultants, Inc.</p> <p>Direct Labor \$ 35,684.88</p> <p>Direct Costs \$ 29,000.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 64,684.88</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 Quigg Engineering Inc.</p> <p>Direct Labor \$ 109,670.40</p> <p>Direct Costs \$ 13,021.40</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 122,691.80</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 Singh & Associates, Inc.</p> <p>Direct Labor \$ 147,641.26</p> <p>Direct Costs \$ 1,070.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 148,711.26</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 Perate-Clark LLC</p> <p>Direct Labor \$ 77,778.29</p> <p>Direct Costs \$ 2,220.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 79,998.29</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:	\$ 601,086.23
TOTAL Additional Services DBE/MBE/WBE Subconsultants:	\$ -
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:	\$ 601,086.23
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):	17.36%
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):	21.76%

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 (NQI DBE/MBE/WBE)

<p>1 <u>Bowman Consulting Group, Ltd.</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 128,436.80</td></tr> <tr><td>Direct Costs</td><td>\$ 210.90</td></tr> <tr><td>Services by Others</td><td></td></tr> <tr><td>Additional Services **</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 128,647.70</td></tr> </table>	Direct Labor	\$ 128,436.80	Direct Costs	\$ 210.90	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 128,647.70	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 128,436.80																				
Direct Costs	\$ 210.90																				
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Additional Services **																					
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Direct Labor																					
Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				
<p>2 <u>STV Incorporated</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 249,354.84</td></tr> <tr><td>Direct Costs</td><td>\$ 2,000.00</td></tr> <tr><td>Services by Others</td><td></td></tr> <tr><td>Additional Services **</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 251,354.84</td></tr> </table>	Direct Labor	\$ 249,354.84	Direct Costs	\$ 2,000.00	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 251,354.84	<p>7</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ -</td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 249,354.84																				
Direct Costs	\$ 2,000.00																				
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Direct Labor	\$ -																				
Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				
<p>3 <u>Telecom Engineering Inc.</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 69,658.98</td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 69,658.98</td></tr> </table>	Direct Labor	\$ 69,658.98	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 69,658.98	<p>8</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ -</td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 69,658.98																				
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Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				
<p>4 <u>QEI Consultants, Inc</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 64,072.68</td></tr> <tr><td>Direct Costs</td><td>\$ 9,234.50</td></tr> <tr><td>Services by Others</td><td></td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 73,307.18</td></tr> </table>	Direct Labor	\$ 64,072.68	Direct Costs	\$ 9,234.50	Services by Others		Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 73,307.18	<p>9</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ -</td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 64,072.68																				
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Total this Subconsultant (ULC)	\$ -																				
<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ -</td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -	<p>10</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ -</td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ -																				
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Services by Others	\$ -																				
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Total this Subconsultant (ULC)	\$ -																				
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: \$ 620,968.68

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 620,968.68

Contract Information Sheet

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

Consultant Name: 2IM Group, LLC

Contract Number: 1-17-4305

Proposal Date: 8/31/2017

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-17-4305

Consultant:

2IM Group, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Grand Total Exhibit A Hours
Barrier Warrant Analysis														1,890
Review of Phase I Environmental Site Assessments											20		25	45
Phase II Environmental Site Assessments														
Environmental Studies Inventory Sheet Part I											180		180	360
Environmental Studies Inventory Sheet Part II														
Remedial Action Plan (RAP)														
Meetings/Project Management/Admin.											2		2	4
Erosion Control and Drainage for Concept Plans											25		25	50
Erosion Control and Drainage for Final Plans														
TOTALS											227		232	459

Contract Number: I-17-4306

Consultant: 2IM Group, LLC

2IM Group, 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	20	25	20	25	20	25	20	25	20	25	20	25	270
Review of Phase I Environmental Site Assessments	2	2	2	2									8
Phase II Environmental Site Assessments					2	2	2	2					8
Environmental Studies Inventory Sheet Part I													
Environmental Studies Inventory Sheet Part II	15	15	15	15	15	15	15	15	15	15	15	15	180
Remedial Action Plan (RAP)									2	2	2	2	8
Meetings/Project Management/Admin.	2	2	2	2	2	2	2	2	2	2	2	2	24
Erosion Control and Drainage for Concept Plans	35	25	25	25	25	25							160
Erosion Control and Drainage for Final Plans							20	20	20	20	20	30	130
TOTALS	74	69	64	69	64	69	59	64	59	64	59	74	788

Contract Number: I-17-4305 Consultant: ZIM Group, 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 Analysis	20	20	20	20	20	20	20	30	35	30		5	240
Review of Phase I Environmental Site Assessments													
Phase II Environmental Site Assessments													
Environmental Studies Inventory Sheet Part I													
Environmental Studies Inventory Sheet Part II	15	15	15	15	15	15	15	15	15	10			145
Remedial Action Plan (RAP)													
Meetings/Project Management/Admin.	2	2	2	2	2	2	2	2	2	2		2	22
Erosion Control and Drainage for Concept Plans													
Erosion Control and Drainage for Final Plans	20	20	20	20									80
TOTALS	57	57	57	57	37	37	37	47	52	42		7	487

Contract Number: I-17-4305

Consultant: 2IM Group, 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		5		5		5		5		5		5	30
Review of Phase I Environmental Site Assessments													
Phase II Environmental Site Assessments													
Environmental Studies Inventory Sheet Part I													
Environmental Studies Inventory Sheet Part II			5			5			5				15
Remedial Action Plan (RAP)													
Meetings/Project Management/Admin.		2	2	2		2		2		2		2	16
Erosion Control and Drainage for Concept Plans													
Erosion Control and Drainage for Final Plans													
TOTALS		7	7	7	7	12		7		7		7	61

Contract Number: I-17-4305

Consultant: 2IM Group, LLC

2IM Group, 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		5		5		5		5		5		5		5	30
Review of Phase I Environmental Site Assessments															
Phase II Environmental Site Assessments															
Environmental Studies Inventory Sheet Part I															
Environmental Studies Inventory Sheet Part II	5			5				5		5					20
Remedial Action Plan (RAP)															
Meetings/Project Management/Admin.	2			1				1		1					5
Erosion Control and Drainage for Concept Plans															
Erosion Control and Drainage for Final Plans															
TOTALS	7	5		11		5		11		11				5	55

Contract Number: I-17-4305

Consultant: 2IM Group, LLC

2IM Group, 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		5		5		5		5		5				25
Review of Phase I Environmental Site Assessments														
Phase II Environmental Site Assessments														
Environmental Studies Inventory Sheet Part I														
Environmental Studies Inventory Sheet Part II														
Remedial Action Plan (RAP)														
Meetings/Project Management/Admin.		1		1		1		1		1				5
Erosion Control and Drainage for Concept Plans														
Erosion Control and Drainage for Final Plans														
TOTALS		6		6		6		6		6			6	30

Contract No.: I-17-4305

Consultant: ZIM Group, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>1,880.00</u> (Total Work Hours from Exhibit C-2)	X	<u>\$ 35.00</u> (Average Hourly Rate from Exhibit C-2)	=	TOTAL DIRECT SALARY \$ <u>65,800.00</u>
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Multiplier to be used on this project:	<u>2.80</u>
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.6 PMO)	

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>184,240.00</u>
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B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	<u>\$760.00</u>
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C. SERVICES BY OTHERS

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

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ <u>185,000.00</u>

Contract No.: I-17-4306 Consultant: 2IM Group, LLC

Date: 8/31/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

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

ESCALATION PER YEAR Year 1 through 6

Date	Date	Date	Date	Date	Date
11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	
2.0	12.0	12.0	12.0	12.0	
60.0	60.0	60.0	60.0	60.0	
3.33%	20.00%	20.00%	20.00%	20.00%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date
11/2022 - 10/31/2022				
10.0				
60.0	60.0	60.0	60.0	60.0
16.67%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4306

Consultant: 2IM Group, LLC

Escalation Factor: 100.00%

Date: 8/31/2017

(From Exhibit C-1)

Total Estimated Work Hours: 1,880.00

Average Hourly Rate: \$35.00

Total Direct Labor: \$65,800.00

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 Overtime Premium:		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 Hourly Rate				
No	Principal	\$50.00	\$70.00	\$61.29	\$61.29	40.00						
No	Project Manager	\$40.00	\$70.00	\$55.20	\$55.20	50.00						
No	Senior Engineer/Planner	\$40.00	\$70.00									
No	Resident Engineer	\$40.00	\$70.00	\$46.96	\$46.96	200.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$39.70	\$39.70	202.00						
No	Staff Engineer/Planner	\$20.00	\$40.00	\$33.21	\$33.21	620.00						
No	Engineer /Accountant	\$20.00	\$60.00	\$30.15	\$30.15	558.00						
No	Senior Technical Specialist	\$25.00	\$60.00									
No	Technical Specialist	\$15.00	\$50.00	\$28.36	\$28.36	175.00						
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	\$22.69	\$22.69	35.00						

EXHIBIT "1"

Contract No.: 1-17-4306

Consultant: 2IM Group, LLC

Date: 8/31/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tolway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Senior Professional	Luis Montgomery	\$50 - \$70
Project Manager	Project Manager	Orhan Ilgaz Utger	\$40 - \$70
		John Morgan	
		Yun Song Kim	
Senior Engineer/Planner			\$40 - \$70
Resident Engineer	Project Engineer I	Amalia Baymundo	\$40 - \$70
Project Engineer/Planner	Project Engineer II	Bryan Edralin	\$25 - \$80
		Brian Ruddy	
		Jorge Rueda	
Staff Engineer/Planner	Junior Engineer I	Serdar Akin	\$20 - \$40
		Lisa Nielsen	
Engineer /Accountant	Junior Engineer II	Jose Macias	\$20 - \$80
		Natalia Mikolajczyk	
		Krystian Powala	
Senior Technical Specialist			\$25 - \$80
Technical Specialist	Junior Environmental I	Jessica Flynn	\$15 - \$50
		Aaron Seymour	
	Junior Environmental II	Sarah Bolitho	
		Neal Phelps	
		Brian Rathunde	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administration	Kateleen Gombas	\$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.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

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 760.00

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-17-4306

Consultant: 2IM Group, 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-17-4305

2IM Group, LLC

SCOPE OF SERVICES

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.

Review of Phase I 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. Prepare Phase II ESA in accordance with the Illinois Tollway Environmental Studies Manual, latest edition, 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.

Provide barrier warrant analyses and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria. Barrier warrant analyses will be performed for fourbridges, with four locations at each bridge, for a total of 16 locations.

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).

Completion of a two- part Environmental Studies Inventory Sheet (ESIS). Part I shall be submitted no more than four weeks following notice to proceed. Part II shall be submitted with preliminary plans.

Prepare a Remedial Action Plan (RAP) in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs.

Provide Erosion Control and Drainage for Concept Plans and Final Plans for the Hinsdale Oasis.

Exhibit G
Current Obligations for Projects
2IM Group, LLC
I-17-4305

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplemental and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Tri-State Tollway, Bridge Rehabilitation (I-17-4305)	Phase II Engineering Services	\$381,500.00	\$381,500.00	Oct-22
EOWA - Pratt Boulevard to Touhy Avenue (I-17-4678)	Phase II Engineering Services	\$256,400.00	\$256,400.00	Jan-19
Design Corridor Manager for Tri-State (RR-16-4265)	Phase II Engineering Services	\$494,902.50	\$494,902.50	Apr-23
General Engineering Consultant Services (RR-15-9975RR)	Consulting Engineer Services	\$1,533,288.84	\$1,533,288.84	Dec-19
Reagan Memorial Tollway, M.P. 91.4 to M.P. 113.3 (RR-16-4254)	Phase II Engineering Services	\$255,819.54	\$66,166.64	Apr-18
I-355 Veterans Memorial Tollway M.P. 12.3 to M.P. 22.3 (RR-16-4255)	Phase II Engineering Services	\$403,228.43	\$286,282.10	May-18
General Engineering Consultant Services (RR-10-9973)	Consulting Engineer Services	\$952,825.00	\$131,340.82	Dec-17
Reconstruction & Widening I-90 at Fox River (I-12-4048)	Erosion and Sediment Control	\$392,740.30	\$5,455.51	Dec-17
Reagan (I-88) Tollway from MP 138.1 to MP 140.5 (RR-13-4116)	Phase II Services	\$112,593.02	\$1,722.64	Apr-18
Various Phase III Projects	Phase III Services	\$5,594,000.00	\$3,897,000	Ongoing
Various-Variou Landscape Maintenance	ESC & Landscape	\$3,000,000.00	\$3,000,000.00	Ongoing
Various Phase I Projects	Phase I Services	\$270,000.00	\$270,000.00	Dec-18
I-290 Pump Station 4	Phase I/II Services	\$169,000.00	\$95,000.00	Oct-18
I-55 (Stevenson Expressway) Weber Rd to Willow Springs Rd	Phase III Services	\$56,000.00	\$56,000.00	Dec-17

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)

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

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

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

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

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

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

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

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

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

<hr/>	
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: GSG Consultants, Inc.

Contract Number: I-17-4305

Proposal Date: 8/31/2017

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-17-4305

Consultant:

GSG Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												Grand Total Exhibit A Hours	TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		330	
Geotechnical													5		5
TOTALS													5		5

Contract Number: 1-17-4306

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				1							1						2
TOTALS				1											1		2

Contract Number: I-17-4305

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				1							1					2
TOTALS				1							1					2

Contract No.: I-17-4305 Consultant: GSG Consultants, Inc.

Date: 8/31/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

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

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021		
2.0	12.0	12.0	12.0	12.0		
60.0	60.0	60.0	60.0	60.0		
3.33%	20.00%	20.00%	20.00%	20.00%		
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period		

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
1/1/2022 - 10/31/2022						
10.0						
60.0	60.0	60.0	60.0	60.0	60.0	60.0
16.67%						
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		

The escalation factor for this project is: 100.00%

Contract No.: I-17-4306

Consultant: GSG Consultants, Inc.

Date: 8/31/2017

Escalation Factor: 100.00%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM	
										Total Estimated O/T Hours:	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
										Average Premium O/T Hourly Rate:	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)
										Total Direct Labor	Total Overtime Premium:
										330.00	
										\$38.62	
										\$12,744.60	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	15.00	\$70.00	15.00			
No	Project Manager	\$40.00	\$70.00	\$52.00	\$52.00	30.00	\$52.00	30.00			
No	Senior Engineer/Planner	\$40.00	\$70.00	\$45.00	\$45.00	60.00	\$45.00	60.00			
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$40.00	\$40.00	60.00	\$40.00	60.00			
No	Staff Engineer/Planner	\$20.00	\$40.00	\$30.00	\$30.00	60.00	\$30.00	60.00			
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	80.00	\$32.00	80.00			
No	Architect	\$30.00	\$70.00								
No	Reality Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
No	Admin/Clerical	\$8.25	\$40.00	\$27.00	\$27.00	25.00	\$27.00	25.00			

EXHIBIT "1"

Contract No.: I-17-4305

Consultant: GSG Consultants, Inc.

Date: 8/31/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Toiway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	President	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	
	Project Manager	Thomas, Crispin	
Senior Engineer/Planner	Senior Engineer	Edgell, Dawn	\$40 - \$70
	Senior Engineer	Chandhuri, Kalyan S.	
	Senior Engineer	Shaikh, Kaleem	
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	Motiani, 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-17-4305 **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) \$ 29,000.00

SCHEDULE A-2 - Drilling Direct Cost
GSG Consultants, Inc
In-House Drilling Schedule
Illinois Tollway

Description	UOM	Unit Price
Mobilization/Demobilization (ATV H.S.A. Rig) & Service Truck	HOUR	\$450.00
Mobilization/Demobilization (Truck H.S.A. Rig & Service Truck)	HOUR	\$350.00
Mobilization/Demobilization Geo probe	Day	\$350.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew)	HOUR	\$12.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew) - Overtime	HOUR	\$40.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew) - Night Shift	HOUR	\$16.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew) - Night Shift Overtime	HOUR	\$48.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew) - Sunday	HOUR	\$61.00
Drill Rig Daily Rate (8 hours)	Day	\$1,450.00
Standby boring Access and Hauling Water	HOUR	\$250.00
Drill Rig Hourly Rate (over 8 hours)	Hour	\$180.00
Borehole Setup (Borings less than 10')	EACH	\$40.00
Hollow Stem Augering, 3 1/4" or 4 1/4"		
0 - 30'	L.F.	\$11.00
30' - 50'	L.F.	\$16.00
51' - 75'	L.F.	\$19.00
76' - 100'	L.F.	\$20.00
100' - 125'	HOUR	\$290.00
Geoprobe Sampling	L.F.	\$18.00
Split Spoon Sampling (2" Diameter)		
0' - 30'	EACH	\$15.50
30' - 50'	EACH	\$18.50
51' - 75'	EACH	\$30.00
76' - 100'	EACH	\$80.00
100' - 150'	HOUR	\$250.00
Shelby Tubes 0 - 50'	EACH	\$50.00
Mud Rotary Drilling Set up Charge	EACH	\$150.00
Mud Rotary (<4" Diameter)		
0' - 30'	L.F.	\$12.00
0' - 50'	L.F.	\$17.00
51' - 75'	L.F.	\$18.50
76' - 100'	L.F.	\$22.00
100' - 150'	HOUR	\$250.00
Split Spoon Sampling Mud Rotary (2" Diameter)		
0' - 30'	EACH	\$18.00
30' - 50'	EACH	\$21.00
51' - 75'	EACH	\$32.00
76' - 100'	EACH	\$97.00
100' - 150'	HOUR	\$250.00
Install & Remove 3" NW Casing (0 - 100') (if required)	HOUR	\$250.00
Install & Remove 3" NW Casing (100' - 150')	HOUR	\$300.00
Bedrock Coring Setup	HOLE	\$150.00
Rock Coring (NX size)	L.F.	\$50.00
Backfill Geoprobe soil Cutting	L.F.	\$1.50
Backfill Environmental Boring (Bentonite or Grout)	L.F.	\$3.00
Backfill soil cutting	L.F.	\$2.50
Backfill Boring (Bentonite or Grout)	L.F.	\$6.00
Rock Rotary Drilling (<4" Diameter)		
0 - 50'	L.F.	\$50.00
51' - 75'	L.F.	\$60.00
76' - 100'	L.F.	\$75.00
100' - 150'	HOUR	\$300.00
Piezometers 2" PVC Backfilled with Cuttings	L.F.	\$6.00
Fast Set 45 Concrete Patch or DOT Road & Bridge Patch Mix	Each	\$150.00
Geoprobe	L.F.	\$22.00
Pavement Coring - 4-8 Inch	PER INCH	\$25.00
Electric Concrete Coring Machine	DAY	\$250.00
Inclinometer Installation Including Material w/Cement & Bentonite	L.F.	\$25.00
Concrete / Asphalt Drilling (6 or 8-inch Diameter)	Each	\$150.00
Concrete Coring - 4 inch (w/Drill Rig)	PER INCH	\$20.00
Concrete Coring - 6 Inch (w/Drill Rig)	PER INCH	\$25.00
Concrete Structure Core Repair - Bridge Deck 4" to 5" Dia. X 6" to 10" Thick	EACH	\$250.00
Concrete Structure Core Repair - Culvert 4" to 5" Dia. X 3 Feet Thick	EACH	\$350.00
Desander & Pump Rental for Mud Rotary Drilling	DAY	\$150.00
Generator - Night Work	DAY	\$150.00
Desander & Pump Rental for Mud Rotary Drilling	DAY	\$150.00
Decon	DAY	\$250.00

Assumptions:

-Union 150 Rates will be an hourly rate charged for all prevailing wage hours worked in addition to the regular regular footage/hourly unit rates. This is above the prevailing wages hourly rate and benefits.

**SCHEDULE A-1 - Outside Lab Services Direct Cost
GSG Material Testing, Inc.
Illinois Tollway**

Description	UOM	Unit Price
Moisture Content - AASHTO T 265	EACH	\$8.00
Atterberg Limits - AASHTO T 89 and T 92	EACH	\$85.00
Sieve analysis - IL Mod. AASHTO T 27/T 11	EACH	\$105.00
Particle Size Analysis: Sieve analysis - IL Mod AASHTO T 27/T 11 & Hydrometer analysis - AASHTO T 88	EACH	\$160.00
Moisture Density Relationship AASHTO T 99	EACH	\$180.00
Illinois Bearing Ratio (IBR) Test -per Attachment II-A of IDOT Geotechnical Manual	EACH	\$650.00
Immediate Bearing Value (IBV) Test -per Attachment II-A of IDOT Geotechnical Manual	EACH	\$300.00
UU Triaxial Compression Test - AASHTO T 296 (by AMRL inspected laboratory)	EACH	\$375.00
CU Triaxial Compression Test - AASHTO T 297 (by AMRL inspected laboratory)(3 specimens)	EACH	\$750.00
Unconfined Compression Test - AASHTO T 208 (by AMRL inspected laboratory)	EACH	\$60.00
Consolidation Test - AASHTO T 216 (by AMRL inspected laboratory)	EACH	\$275.00
Unconfined Compression Test on Rock Cores - ASTM D-2938 & includes Density & Moisture Content	EACH	\$120.00
Organic Matter Content - AASHTO T 194	EACH	\$55.00
pH Value - AASHTO T 289	EACH	\$10.00
Specific Gravity - AASHTO T 100	EACH	\$30.00
Unit Weight	EACH	\$25.00

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-17-4305

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-17-4305

GSG Consultants, Inc.

SCOPE OF SERVICES

Geotechnical Soil Investigations and Reporting

GSG will conduct the geotechnical investigation in accordance with the ISTHA latest version of the Geotechnical Manual (2017). Below is a brief description of the improvement included in this project:

We will advance a total of 8 borings, 2 at each of the following bridges where the sloped walls will be modified and retaining walls are proposed. These are the bridges:

BN 177- 88th Ave/Cork Ave over I-294

BN 185- 5th Ave over I-294

BN 187- Willow Springs Rd over I-294

BN 251- 55th Street over I-294

The borings will be taken on the crossroads near the bridge abutments where the retaining wall is proposed. One boring at each abutment x 4 bridges for 8 borings. We estimate the borings to be at a depth of approximately 60 feet.

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. We will also secure a permit from local jurisdiction.

Conduct a visual reconnaissance of the project area to evaluate access for drilling equipment and locate proposed soil boring locations.

Clear Underground Utilities - GSG will layout the soil borings based on the site reconnaissance. GSG will contact JULIE 48-hour prior to starting the field activities and clear underground utilities at the site.

Prepare soil boring location plan based on the result of the site reconnaissance. The soil boring plan will show the proposed boring location based on site condition, accessibility, and existing underground / overhead utilities. We will also document the boring location deviation from the proposed / requested locations.

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.

EXHIBIT F

Contract No. I-17-4305

GSG Consultants, Inc.

SCOPE OF SERVICES

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.

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 Analysis and Reporting

Draft Report

We will prepare a "Draft Geotechnical Report" upon completion of all field explorations, laboratory testing, and all engineering analysis. The report will include exhibits showing boring locations, boring logs, soil test data, soil profile drawings, and results of all special studies and analyses, engineering recommendation for the proposed project, construction considerations, and all other information specified by the Tollway Geotechnical Manual. The report will also include recommendation regarding the need for additional geotechnical investigation during the construction phase. We will also provide a PDF electronic copy of the draft geotechnical report. The report will include the followings:

Summary of Site Investigation - We will review the general topography and ground surface features, and consideration of any possible project design constraints such as right-of-way, utilities, construction limitations, water flow, scour or erosion conditions that may affect foundation considerations. We will also provide discussion of any evidence of unstable ground conditions, geologic formations, groundwater conditions or other site conditions that may affect foundation selection.

Structure – The engineering analysis and recommendation for retaining walls will include evaluations of short and long-term stability and settlement due to excavations and embankment loadings, including recommendations for cut and fill slopes and need for settlement platforms and piezometer, analysis for foundation type, drainage and drainage systems, and remedial treatments, seismic evaluation, and construction considerations. We will include a detailed discussion regarding foundation conditions and recommended foundation type and criteria for design of retaining walls. We will also provide information regarding temporary earth support system during construction, anticipated groundwater problems and management during construction. For the overhead signs reports, we will provide engineering properties of existing soils and geotechnical design parameters at each overhead sign locations in accordance with the Tollway geotechnical manual.

Final Report

We will issue the final Geotechnical Report after incorporating the review comments made on the Draft Geotechnical Report by the Tollway. The final Geotechnical Report will be stamped by a Professional Engineer licensed in the State of Illinois and experienced in geotechnical engineering under whom all phases of geotechnical work were performed.

EXHIBIT G

Contract No. I-17-4305

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

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)	\$ _____ -

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

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

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

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	Services by Others	\$ _____ -
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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 (NQI DBE/MBE/WBE)

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 10%;"></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="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-
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Total this Subconsultant (ULC)	\$	-														

** 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: Quigg Engineering Inc.

Contract Number: I-17-4305

Proposal Date: 8/31/2017

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-17-4305

Consultant: Quigg Engineering Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												Grand Total Exhibit A Hours		TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Bridgework Surveys													40	100	140
Management/Adm													6	10	16
TOTALS													46	110	156

Contract Number: I-17-4305

Consultant: Quigg Engineering Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Bridge Surveys	120	120	120	120	120	88	40	40	20					788
Management/Adm	3	3	3	3	3	3	3	3	3	1	1	1	1	30
TOTALS	123	123	123	123	123	91	43	43	23	1	1	1	1	818

Contract Number: I-17-4305 Consultant: Quigg 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					
Bridge Surveys																	
Management/Adm	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	12
TOTALS	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	12

Contract Number: I-17-4305

Consultant: Quigg 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		
Bridge Surveys Management/Admin	1	1	1	1	1	1	1	1	1	1	1	1	1	12
TOTALS	1	1	1	1	1	1	1	1	1	1	1	1	1	12

Contract Number: I-17-4305

Consultant: Quigg 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					
Bridge Surveys																	
Management/Adm	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	12
TOTALS	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	12

Contract Number: I-17-4305

Consultant: Quigg 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			
Bridge Surveys Management/Adim	1	1	1	1	1	1	1	1	1	1					10
TOTALS	1	1	1	1	1	1	1	1	1	1					10

Contract No.: I-17-4306 Consultant: Quigg Engineering Inc.

Date: 8/31/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

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

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	
2.0	12.0	12.0	12.0	12.0	
60.0	60.0	60.0	60.0	60.0	
3.33%	20.00%	20.00%	20.00%	20.00%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date
1/1/2022 - 10/31/2022					
10.0					
60.0	60.0	60.0	60.0	60.0	
16.67%					
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	

The escalation factor for this project is: 100.00%

Contract No.: I-17-4306

Consultant: Quigg Engineering Inc.

Date: 9/31/2017

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)	Escalated Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
									Total Estimated Work Hours:
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	5.00			
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	5.00			
No	Senior Engineer/Planner	\$40.00	\$70.00	\$68.51	\$68.51	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	\$51.20	\$51.20	30.00			
Yes	Senior Technical Specialist	\$25.00	\$60.00	\$48.56	\$48.56	389.00	24.28	50.00	
Yes	Technical Specialist	\$15.00	\$50.00	\$27.87	\$27.87	471.00	13.94	50.00	
No	Architect	\$30.00	\$70.00						
No	Really Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						
No	Admin/Clerical	\$8.25	\$40.00	\$15.65	\$15.65	70.00			
Total Estimated Work Hours:							1,020.00		100.00
Average Hourly Rate:							\$38.40		\$19.11
Total Direct Labor							\$39,168.00		\$1,911.00

Contract No.: I-17-4305

Consultant: Quigg Engineering Inc.

Date: 8/31/2017

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	Lori L. Quigg	\$50 - \$70
Project Manager	Engr VI	Todd Welz	\$40 - \$70
Senior Engineer/Planner	Engr VI	Michael D. Ciria	\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner			\$25 - \$80
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Vice President-Admin Principal	Rebecca L. Stocker	\$20 - \$60
	Engineer III	Steven C. Dulakis	
Senior Technical Specialist	LS V	William A. Kenter	\$25 - \$60
	LS IV	Edward D. Stewart	
Technical Specialist	LS III	William J. Kenter	\$15 - \$50
	ET IV	Rick A. Gertz	
	ET III	Eldon P. Fritz	
	ET III	Timothy C. Turner	
	ET III	Ronda L. Laughlin	
	ET II	Mitchell L. Gibb	
	Env Sci III	Bradley T. Hayes	
	LS I	Josh P. Dieterich	
	LS I	Clinton T. Jones	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrative Assistant	Joyce King	\$8.25 - \$40
		Caroline S. Michel	

Contract No.: I-17-4305 Consultant: Quigg 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.aspx>

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

Scanning Equipment

Survey Monuments

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 11,110.40

I-17-4305

30-Aug-17
 Tri-State Tollway Bridge Rehabilitation, Bridge Repair, Bridge Demolition, various locations
 SURVEY MANHOURL ESTIMATE

Bridge Surveys (6) & Hinsdale Oasis	Estimate Basis (1816 feet total length/ 7 structures = 259 feet average)	Tech Hrs	senior tech Hrs	Total Hrs	Directs field hours	hrs/day	Days	weeks
Topographic Survey	4 per site (4 crew hrs/site)	28	28	56	540	10	54	13.5
Horizontal Control	3 per site (3 crew hrs/site)	21	21	42				
Vertical Control	30 min per setup (12 setups/site)(2 People)	42	42	84	42 hotels		\$ 132.00	\$ 5,544.00
Field Scanning	to supplement LIDAR (20 crew hrs/site)	140	140	280	54 Meals		\$ 28.00	\$ 1,512.00
Conventional Survey	20 hrs/site	70	70	140	3840 Mileage		\$ 0.54	\$ 2,054.40
Lidar Extraction	Create bridge Model and prepare drawings (20 hrs/site)	90	90	180	5 scanner		\$ 400.00	\$ 2,000.00
CADD					40 Monuments		\$ 1.50	\$ 60.00
Data Accuracy Review		12	12	24				
Coordination		78	78	156				
Mobilization								
Sub Total		481	399	880				

Totals	\$ 11,110.40
---------------	---------------------

Management				880
QA/QC			40	40
ADM	30		30	60
Total hours				1070

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-17-4305

Consultant: Quigg 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-17-4306

Quigg Engineering Inc.

SCOPE OF SERVICES

Task Field Survey

This project requires the survey of 6 bridge structures at various locations along the Tri-State Tollway (I-294). The work to be performed will be Topographic surveys for these structures. Prepare a base drawing of each survey. All survey work shall be performed in accordance with the appropriate sections of the DSE's design Manual.

Coordination

Assemble information and documents as needed for the Prime to perform coordination with the Tollway and other agencies for survey group within the project limits. Attend project meetings as requested. Coordinate with the Prime on schedule and delivery of data.

Control

Establish additional project horizontal and vertical control based on the Illinois State Plane coordinate system (2011 adjustment) and the NAVD 88 vertical datum.

Prepare project control report which will containing the final coordinate values, final vertical values, tie location sketches and type of monument set for each monument and the Tollway control checklist form.

Supplemental Surveys

Review of provided survey information and coordinate with the DCM on any discrepancies.

Conduct topographic surveys for 6 bridge structures and the Hinsdale Oasis structure, surveys to include edge of pavement and shoulders, traffic control and other pertinent features at each site including cross section 1000 feet in both the approach and departure directions of 5 of the structures. Bridges at ramp AB and Flag Creek will not require the additional 1000 feet in the approach and departure directions. The surveys may be conducted as LIDAR and supplemented with traditional ground surveys as needed.

Conduct survey of drainage structures at each site and note depths, pipe size, material and condition.

Verify topographic features from record drawings and Phase I documents if such are to be used in the design.

The DCM will provide available survey information, will establish centerlines and benchmarks for the use by the survey group.

Locate existing Utilities above ground and underground within the project limits, this will be based on visible evidence of existing utilities.

CADD

Prepare drawing in Micro Station format in compliance with the Tollway requirements of the supplemental surveys. Prepare 3D bridge model for each existing structure surveyed. Prepare topographic project report, report shall contain but not limited to an ASCII file listing of all point, field notes taken during survey and complete the Tollway topographic checklist.

Deliverables

Project Control Report.

ASCII listing of primary control points.

Field notes and recovery sketches of primary control points.

Survey Control Checklist.

ASCII file of all topographic points.

Micro Station drawing of topographic survey

Geopac File for all survey data.

Copy of Field notes taken during survey.

Signed & Dated Survey Control Check List in Excel and PDF.

Signed & Dated Topographic survey Check List in Excel and PDF.

Photos with photo log.

Topography verification report (if needed).

EXHIBIT G

Contract No. I-17-4305

Quigg 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
I-294 RR-14-4221	Mile Long Bridge reconstruction Phase I/II	\$4,150,000.00	\$1,500,000.00	4/1/2020
MO 12-137	Materials Engineering	\$1,665,000.00	\$180,000.00	12/31/2017
I-13-4111	CUR Audits	\$1,665,000.00	\$600,000.00	12/31/2018
IL 97 PTB 156-35	Phase II Engineering, IDOT Dist 6.	\$1,163,000.00	\$430,000.00	12/31/2018
I-290 PTB 169-01	Phase I BCR and TSL, IDOT Dist. 1	\$861,000.00	\$140,000.00	12/31/2017
PTB 171-16	Project Management Phase I/II IDOT Dist. 8	\$1,000,000.00	\$170,000.00	12/31/2017
PTB 173-25	Phase III, High Speed Rail IDOT Dist. 6	\$3,990,000.00	\$400,000.00	12/31/2017
PTB 176-28	BMPR Technicians	\$2,500,000.00	\$372,000.00	12/31/2020
PTB 178-14	Ph III, Var/Var IDOT Dist. 6	\$1,000,000.00	\$300,000.00	3/31/2017
Various	Subconsultant Work for IDOT and Private clientele	\$4,165,000.00	\$2,527,000.00	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

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			
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)		\$	-

6	<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: Singh & Associates, Inc.

Contract Number: I-17-4305

Proposal Date: 8/31/2017

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-17-4305

Consultant: Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Concept Design	30	30	12	150	150	130											72
Preliminary Design							100	100									530
Preliminary Design									100	100							300
Final Design													100	97			197
PM and Coordination	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	36
TOTALS	33	33	15	153	153	133	103	103	103	103	103	103	100	100	103	103	1135

Contract Number: I-17-4305

Consultant: Singh & Associates, Inc.

Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Concept Design																
Preliminary Design																
Prefinal Design																
Final Design																
PM and Coordination																
TOTALS																0

Contract Number: I-17-4305

Consultant: Singh & Associates, Inc.

Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Concept Design													
Preliminary Design													
Preliminary Design													
Final Design													
PM and Coordination													
TOTALS													0

Contract Number: I-17-4305

Consultant: Singh & Associates, Inc.

Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept Design														
Preliminary Design														
Preliminary Design														
Final Design														
PM and Coordination														
TOTALS														0

Contract Number: I-17-4305 Consultant: Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept Design															
Preliminary Design															
Preliminary Design															
Final Design															
PM and Coordination										1					1
TOTALS														1	1

Contract No.: I-17-4305

Consultant: Singh & Associates, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} \underline{1,182.00} \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ \quad 44.61 \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{52,729.02}$$

Multiplier to be used on this project: _____

Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 147,641.26

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 1,070.00

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ _____ -

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

TOTAL SERVICES BY OTHERS \$ _____ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 148,711.26

Contract No.: I-17-4305

Consultant: Singh & Associates, Inc.

Date: 8/31/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS

SCHEDULED START DATE: 11/1/2017

RAISE DATE: 1/1/2018

PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021
Date	Date	Date	Date	Date
2.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0
3.33%	20.00%	20.00%	20.00%	20.00%
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

11/1/2022 - 10/31/2022				
Date	Date	Date	Date	Date
10.0				
60.0	60.0	60.0	60.0	60.0
16.67%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4306

Consultant: Singh & Associates, Inc.

Date: 8/31/2017

Escalation Factor: 100.00%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM		
										Total Estimated O/T Hours:	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
										Average Premium O/T Hourly Rate:		
										Total Direct Labor		
										Total Estimated Work Hours:	Estimated Work Hours (Including Overtime)	
										Average Hourly Rate:		
										Total Overtime Premium:		
Classification Eligible for Premium Overtime?	Tolway Classification	Tolway MINIMUM Hourly Rate for Classification	Tolway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)						
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	24.00						
No	Project Manager	\$40.00	\$70.00	\$62.13	\$62.13	168.00						
No	Senior Engineer/Planner	\$40.00	\$70.00									
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$53.41	\$53.41	248.00						
No	Staff Engineer/Planner	\$20.00	\$40.00	\$32.05	\$32.05	452.00						
No	Engineer /Accountant	\$20.00	\$60.00	\$44.41	\$44.41	290.00						
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									
No	Admin/Clerical	\$8.25	\$40.00									

Contract No.: 1-17-4306

Consultant: Singh & Associates, Inc.

Date: 8/31/2017

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	Sadhu Singh Rikhiraj	\$50 - \$70
	Vice President	Harvind Kaur Singh	
Project Manager	Project Manager	Kirankumar Prajapati	\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Engineer III	Justin Holt	\$25 - \$80
		Rashesh Kumar Patel	
Staff Engineer/Planner	Engineer I	John Abadeza	\$20 - \$40
Engineer /Accountant	Engineer II	Melvin Garvida	\$20 - \$80
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-17-4305

Consultant: Singh & Associates, 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-17-4305

Singh & Associates, Inc.

SCOPE OF SERVICES

Singh & Associates, Inc. (SINGH), as a sub-consultant to Baxter Woodman will perform lighting, electrical and ITS design services for various Bridge Rehabilitation, Bridge Repairs, Bridge Demolition Design Contract I-17-4305. The services will be performed in accordance to ISTHA standards.

Locations:

- 88th Avenue / Cork Ave: one crossroad structure going over Tollway
- 5th Avenue: one crossroad structure going over Tollway
- Willow Springs: one crossroad structure going over Tollway
- Ramp AB: one ramp structure over creek
- 55th Street: one crossroad structure going over Tollway
- Hinsdale Oasis Removal
- 55th Street over Flagg Creek

Scope of Work:

The scope of work includes review of Phase I report, review of design criteria, preparation of concept design, coordination with DCM, other DSEs, review of concept lighting design prepared by I-17-4308.

ITS/Fiber/AET Scope:

The scope anticipated to be included as part of the construction contract(s) is to be limited to the installation of the underground backbone duct package across the bridges which will contain power and fiber optic cable installed under separate contract(s). ITS device design shall be performed under separate contracts. The I-17-4305 DSE shall 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-17-4305 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.

List of ITS Tasks:

Concept Design:

- Concept level cost estimate based on Concept design provide by others

PS&E documents:

- Proposed ITS plans
- Conduit Transition plans for five bridge
- Specification
- Cost estimate

Lighting:

Develop working drawings and contract documents for updating existing roadway/underpass lighting systems for the installation of new roadway/underpass lighting systems as required by the Illinois Tollway Guidelines for Roadway Illumination, design criteria, and corridor roadway lighting design concept. The DSE shall coordinate with the DCM and the I-17-4308 DSE for the corridor roadway lighting design concept. The I-17-4305 DSE shall be responsible for the design of temporary lighting systems as required for the maintenance of existing illumination and as required for special illumination during construction; shall include provisions for the maintenance of existing, temporary and final lighting systems through the duration of the contract; shall determine the actual locations of final roadway and underpass lighting systems; shall coordinate with the DCM to determine lighting system control options; shall prepare contract plans, special provisions, and estimates for the temporary and final roadway and underpass lighting.

EXHIBIT F

Contract No. I-17-4305

Singh & Associates, Inc.

SCOPE OF SERVICES

List of Lighting Tasks:

Concept Design:

- Review of Lighting design concept for Tollway system, prepared by other DSEs
- Hinsdale Oasis removal Concept
- Concept level cost estimate

PS&E documents:

- Existing removal, Temporary and Proposed Underpass Lighting plans – five bridge locations
- Hinsdale oasis bridge removal: work associated with electrical and lighting removal
- Specification
- Cost estimate

PM, Coordination and site visits

- Review Value Management Study
- INVEST planning
- Site Visits and field investigation
- Coordination with DCM, other DSEs, Utilities and Tollway
- Project Management and Invoicing
- QA/QC

Considered not part of the SINGH's scope of work:

- Concept Submittal for Tollway lighting system and photometric computations
- ITS concept design submittal except revision to concept level cost
- ITS design work related Hinsdale oasis removal
- ITS design work associated with Advanced ITS relocation contract and foundations for ITS equipment.
- ITS and lighting design work outside the bridge improvement limits
- ITS and lighting design work related 55th Street over Flagg Creek

EXHIBIT G
Contract No. I-17-4305
Singh and Associates, Inc.
CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining to be Earned	Estimated Date of Completion
I-12-4041	Elgin-O'Hare Western Access, US 20 to IL 83	\$ 1,600,691	\$ 25,300	09/01/17
I-14-4645	Elgin-O'Hare Western Access CA (sub)	\$ 192,100	\$ 40,000	
RR-13-5660	Roadway Resurfacing, Reagan Memorial Tollway (I-88), US 30 to US 52 (sub)	\$ 229,700	\$ -	11/30/14
I-13-4106	I-90, Bridge Construction, Roselle Road (Sub)	\$ 203,200	\$ 3,000	12/31/17
I-13-5336	I-355 (SB) Roadway Widening, 71st-75th Street (sub)	\$ 161,400	\$ -	06/30/15
RR-13-4116	I-88, York Road to I-290 (Sub)	\$ 348,300	\$ 52,400	10/15/15
I-13-4623	EOWA at IL 19 Interchange (sub)	\$ 195,000	\$ 55,000	06/01/17
I-14-4196	Jane Addams Memorial Tollway (I-90) and Systemwide, DUR (Sub)	\$ 293,750	\$ 110,000	12/31/16
RR-14-5703	Design Upon Request - Systemwide	\$ 2,300,000	\$ 1,353,660	06/30/23
RR-14-5703	TO1: Truck Parking Report			
RR-14-5703	TO2: I-94 NV CD at IL Rte 132			
RR-14-5703	TO3: US 6 Bridge over I-294			
RR-14-5703	TO4: CCTV Camera Enhancement			
RR-14-5703	TO5: Fencing & Site Improvement			
RR-14-4224	Tri-State Tollway Roadway Study	\$ 367,000	\$ 72,000	12/31/17
I-16-4249	I-90 and Systemwide Construction Management Services Upon Request (Sub)	TBD		
RR-16-4267	Maintenance Facility Design (Sub)	TBD		
I-17-4296 / 22040482	Tri-State Tollway Reconstruction, 95th Street to LaGrange Road (Sub)	TBD		
I-17-4299 / 22040488	Tri-State Tollway Reconstruction, EW Connector to Roosevelt Rd. (Sub)	TBD		
I-17-4303 / 22040503	Tri-State Tollway Reconstruction and Bridge Rehabilitation, O'Hare Oasis to Balmoral Avenue (Sub)	TBD		
I-17-4305 / 22040505	Tri-State Tollway Bridge Rehabilitation, Repairs & Demolition, Various Locations (Sub)	TBD		
I-17-4306 / 22040506	Tri-State Tollway, Bridge Rehabilitation, Repairs, & Demolition, Various Locations (Sub)	TBD		

EXHIBIT G
Contract No. I-17-4305
Singh and Associates, Inc.
CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining to be Earned	Estimated Date of Completion
I-17-4309 / 22040511	Tri-State Tollway, Advanced MOT Rehabilitation, 95th Street to EW Connector (Sub)	TBD		
RR-16-4253 / 22040516	Reagan Memorial Tollway, Roadway and Bridge Rehabilitation, IL 251 to Annie Glidden Road, CM Services (Sub)	TBD		
I-17-4681 / 22040494	Elgin O'Hare Western Access, I-490 at IL 19 Interchange. CM Services	TBD		
PTB 157-001	I-290 Traffic Study (sub)	\$ 974,210	\$ 150,000	09/01/17
D-92-026-11; PTB 158-016	Various Phase I/II Projects (Sub)	\$ 40,500	\$ 17,500	
D-92-026-11; PTB 158-016	Various Phase I/II Projects (Sub)	\$ 20,000	\$ 5,000	
PTB 168-011	District 1 Various Signals	\$ 345,500	\$ 4,000	12/31/16
PTB 168-006 & P-91-376-13	I94/US 40 Smart Highway Corridor Design (sub)	\$ 369,000	\$ 247,000	12/31/16
PTB 168-007 & D-91-314-13	Various Phase II Projects (sub)	\$ 77,000	\$ 4,000	12/31/16
PTB 168-016 & D-92-073-11	US 30 BR (West State Street), from Day Avenue to Independence Avenue (sub)	\$ 45,600	\$ 2,000	12/31/16
PTB 171-006 & P-91-195-14	Phase I Various ADA Projects (sub)	\$ 51,000	\$ 24,000	08/07/19
PTB 172-008 / D-91-354-14	Various ITS and Electrical Projects	\$ 500,000	\$ 450,000	01/23/17
PTB 172-006 / D-91-333-14	Various Phase II Traffic Signal Design Project (sub)	\$ 65,000	\$ 49,000	
PTB 152-016 & P-91-505-09	Phase I Lighting Assessments (sub)	\$ 99,500	\$ -	12/31/15
PTB 173-006 & P-91-442-14	Phase I Various/Various Projects (sub)	\$ 89,000	\$ 56,000	
PTB 174-017 & D-30-003-15	Various Pump Station Projects (sub)	\$ 30,000	\$ 28,000	10/15/25
PTB 174-008	FAP 344 (IL 83) at IL 171 (Archer Avenue) - South Junction (sub)	\$ 30,000	\$ 2,000	12/31/16
PTB 174-001	Phase I Various Various Projects (sub)	TBD by WO		
PTB 175-011; P-91-224-15	Phase I Various Various Projects (sub)	\$ 95,000	\$ 45,800	12/15/23

EXHIBIT G
Contract No. I-17-4305
Singh and Associates, Inc.
CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining to be Earned	Estimated Date of Completion
PTB 175-015; D-91-113-15	IL 53 & IL 68 (Sub)	\$ 82,650	\$ 7,000	03/31/17
PTB 174-003; P-91-130-15	IL 53, West Arsenal Rd to US 52 (Sub)	\$ 41,800	\$ 30,000	08/18/17
D-91-115-17; PTB 182-004	Various Phase II Projects (Sub)	TBD by WO	\$ -	

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)

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

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

** Additional services funds require prior authorization before use

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

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: *Peralte-Clark, LLC*

Contract Number: *I-17-4305*

Proposal Date: *8/31/2017*

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-17-4305

Consultant: Peralta-Clark, LLC

Grand Total Exhibit A Hours 604

EXHIBIT A: ESTIMATED TASK WORK HOURS

MONTHS of YEAR 2017

TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS
MOT Concept 30%											68	68	136
Design Coord. Mtgs.											1	1	2
Site Visits											4	4	4
Project Admin / QAQC											6	6	12
TOTALS											79	75	154

Contract Number: I-17-4306

Consultant: Peralta-Clark, 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	
MOT Concept 30%													
Design Coord. Migs.													
Site Visits													
Project Admin / QAQC													
TOTALS													0

Contract Number: I-17-4305

Consultant: Peralta-Clark, 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		
MOT Concept 30%														
Design Coord. Mtgs.														
Site Visits														
Project Admin / QAQC														
TOTALS														0

Contract No.: I-17-4306 Consultant: Perrine-Clark, LLC

Date: 8/31/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

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

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	
2.0	12.0	12.0	12.0	12.0	
60.0	60.0	60.0	60.0	60.0	
3.33% 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
1/1/2022 - 10/31/2022					
10.0					
60.0	60.0	60.0	60.0	60.0	
16.67% Escalation Factor Sixth Period					

The escalation factor for this project is: 100.00%

Contract No.: I-17-4305

Consultant: Peralte-Clark, LLC

Date: 8/31/2017

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 Work Hours:	Average Premium Hourly Rate:	Total Overtime Premium:	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	24.00	604.00	\$45.99	\$27,777.96				
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	\$45.00	\$45.00	580.00							
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										
No	Admin/Clerical	\$8.25	\$40.00										

EXHIBIT "1"

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Contract No.: I-17-4305

Consultant: Peraite-Clark, 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-17-4305
Peralte-Clark, LLC
SCOPE OF SERVICES

This project is to perform Phase II engineering services for the preparation of contract plans and specifications for the proposed bridge rehabilitation, bridge repairs and bridge demolition including, but not limited to, the Tri-State Tollway (I-294) between 95th Street (M.P. 17.8) and Balmoral Avenue (M.P. 40.0). The work included in this project may be organized into four separate contract packages. These packages may be grouped, as follows:

- Bridge Modifications to 88th / Cork Avenue, 5th Avenue, and Willow Springs Road bridges over I-294
- Bridge Repairs to I-55 Ramp A-B Over Commonwealth Avenue
- Bridge Repairs to 55th Street bridge over Flagg Creek and Bridge Modifications to 55th Street bridge over I-294
- Hinsdale Oasis Bridge Removal

The scope of design work for Peralte-Clark, LLC includes the development of maintenance of traffic concepts for all four contracts.

Peralte-Clark, LLC Tasks to be Performed:

- MOT concept development for all four contracts

Contract Milestones/Submittals:

- MOT Concept Submittal

Assumptions

- A maximum of three alternatives will be evaluated for each contract as part of the MOT concept plan plan submittal

EXHIBIT G

Contract No. I-17-4305

Peralta-Clark, 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
None	None	None	None	None

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

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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 (NQI DBE/MBE/WBE)

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

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

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

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

3	<hr/>	
	Direct Labor	\$ <u>-</u>
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	Total this Subconsultant (ULC)	\$ <u>-</u>

8	<hr/>	
	Direct Labor	\$ <u>-</u>
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	Total this Subconsultant (ULC)	\$ <u>-</u>

4	<hr/>	
	Direct Labor	\$ <u>-</u>
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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: Bowman Consulting Group, Ltd.

Contract Number: I-17-4305

Proposal Date: 8/31/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

Contract Number: I-17-4305 Consultant: Bowman Consulting Group, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												Grand Total Exhibit A Hours	852
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS	
MEETINGS/FIELD CHECKS											1	9	10	
RAMP AB OVER I-294														
QC/QA											9	2	11	
ADMINISTRATION														
TOTALS											10	11	21	

Contract Number: I-17-4305 Consultant: Bowman Consulting Group, Ltd.

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			
MEETINGS/FIELD CHECKS	1	5	1	5	1		1	1	1	1			1	18	
RAMP AB OVER I-294			38			120						120			278
QC/QA				32	32	32	36	36	36	36		36		36	312
ADMINISTRATION	2	2	2	2	2	2	2	2	2	2		2		2	24
TOTALS	3	7	41	39	35	154	39	39	39	159	38	39	39	632	

Contract Number: I-17-4305 Consultant: Bowman Consulting Group, Ltd.

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		
MEETINGS/FIELD CHECKS	1	1												2
RAMP AB OVER I-294	120													120
QC/QA	36	36												72
ADMINISTRATION	2	2												4
TOTALS	159	39												198

Contract Number: I-17-4305 Consultant: Bowman Consulting Group, 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		
MEETINGS/FIELD CHECKS														
RAMP AB OVER I-294														
QC/QA														
ADMINISTRATION														
TOTALS														0

Contract Number: 1-17-4305 Consultant: Bowman Consulting Group, Ltd.

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			
MEETINGS/FIELD CHECKS															
RAMP AB OVER 1-294															
QC/QA															
ADMINISTRATION															
TOTALS															0

Contract Number: I-17-4305 Consultant: Bowman Consulting Group, Ltd.

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			
MEETINGS/FIELD CHECKS															
RAMP AB OVER I-294															
QC/QA										1					
ADMINISTRATION															1
TOTALS														1	1

Contract No.: I-17-4305 Consultant: Bowman Consulting Group, Ltd.

Date: 8/31/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

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

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021		
2.0	12.0	12.0	12.0	12.0		
60.0	60.0	60.0	60.0	60.0		
3.33%	20.00%	20.00%	20.00%	20.00%		
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
1/1/2022 - 10/31/2022						
10.0						
60.0	60.0	60.0	60.0	60.0	60.0	60.0
16.67%						
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		

The escalation factor for this project is: 100.00%

Contract No.: I-17-4305

Consultant: Bowman Consulting Group, Ltd.

Date: 8/31/2017

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 Direct Labor	OVERTIME PREMIUM			
								Estimated O/T Hours:	Total Overtime Premium:		
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	2.00	\$45,156.00				
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	426.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$69.69	\$69.69	8.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$54.91	\$54.91	80.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$33.08	\$33.08	174.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$26.68	\$26.68	122.00					
No	Senior Technical Specialist	\$25.00	\$60.00								
No	Technical Specialist	\$15.00	\$50.00	\$30.91	\$30.91	40.00					
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								

Contract No.: I-17-4306

Consultant: Bowman Consulting Group, Ltd.

Date: 8/31/2017

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: 852.00	Total Overtime Premium:
							Average Premium O/T Hourly Rate: \$53.00	
							Total Direct Labor \$45,156.00	

Contract No.: 1-17-4305

Consultant: Bowman Consulting Group, Ltd.

Date: 8/31/2017

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	Matthew Letson	\$50 - \$70
	Vice President		
Project Manager	Project Manager/Senior Engineer	Arthur Nowak	\$40 - \$70
	Project Manager/Senior Engineer	Richard Sams	
Senior Engineer/Planner	Senior Engineer	Karl Hanson	\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Engineer III	Joseph Figueras	\$25 - \$60
	Project Manager/Engineer III	Mark Buwen	
	Project Manager/Engineer III	Joe Middleton	
	Project Manager/Engineer III	Michael Tomaszewski	
Staff Engineer/Planner	Engineer II	Jeffrey Woss	\$20 - \$40
Engineer /Accountant	Engineer I	Joseph DiZeno	\$20 - \$60
	Engineer I	Andrew Glatt	
	Engineer I	John Temple	
	Engineer I	Seetamsetti Bhavya Sai Vaishnavi	
	Engineer I	Errily Baughman	
	Engineer I	Juanita Loyaza-Ramos	
Senior Technical Specialist			\$25 - \$60
Technical Specialist	CAD Drafter II	John Kosacz	\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

SCOPE, MANHOURS & DIRECT COST DETAIL

Firm: Bowman Consulting Group
 Route: Tri-State Tollway
 Job No: I-17-4305
 PSB&Item: 17-3 Item 10
 Date: 8/30/2017

MEETINGS/FIELD CHECKS

Initial Field Review of Job Site	2 men x 4 hr/man x 1 mtgs. =	8	
Issue Based Meeting	2 men x 4 hr/man x 1 mtgs. =	8	
Monthly Conference Calls	1 man x 1 hr/man x 14 mtgs. =	14	
			<u>SUBTOTAL: 30</u>

BRIDGE PLANS RAMP AB OVER I-294

A. Update Bridge Condition Report			
Review Existing Bridge Plans & Inspection Reports		16	
Bridge Cursory Inspection		16	
Update BCR and Develop Scope		10	
B. Contract Documents			
General Plan and Elevation	1 Sheet @ 40 hours =	40	
General Notes, Index, Bill of Materials	1 Sheet @ 32 hours =	32	
Abutment & Wingwall Repairs	2 Sheet @ 40 hours =	80	
Diaphragm Repair	1 Sheet @ 32 hours =	32	
Framing Plan	1 Sheets @ 40 hours =	40	
Girder Repair	1 Sheets @ 40 hours =	40	
Deck Slab/Parapet Repair	2 Sheet @ 36 hours =	72	
Drainage System Details	1 Sheet @ 20 hours =	20	
			<u>SUBTOTAL: 398</u>

QC/QA 4 contracts x 3 milestone submittals/contract @ 32 hours = 384 384

ADMINISTRATION 812 Hrs @ 4.0% 40 40

MANHOUR RECAP	
TASK	HOURS
MEETINGS/FIELD CHECKS	30
RAMP AB OVER I-294	398
QC/QA	384
ADMINISTRATION	40
TOTAL HOURS	852

DIRECT COSTS	
Use 90 miles @ \$0.355 plus tolls @ \$3.20 = \$51.35 per round trip	
6 trips @ \$35.15 =	<u>\$210.90</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-17-4305

Consultant: Bowman Consulting Group, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Richard Sams, PE

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Richard Sams, PE

Project Structural Engineer: Arthur Nowak, PE, SE

Project Drainage Engineer: _____

Senior Engineer: _____

Others: **Name:** _____

Classification: _____

Name: _____

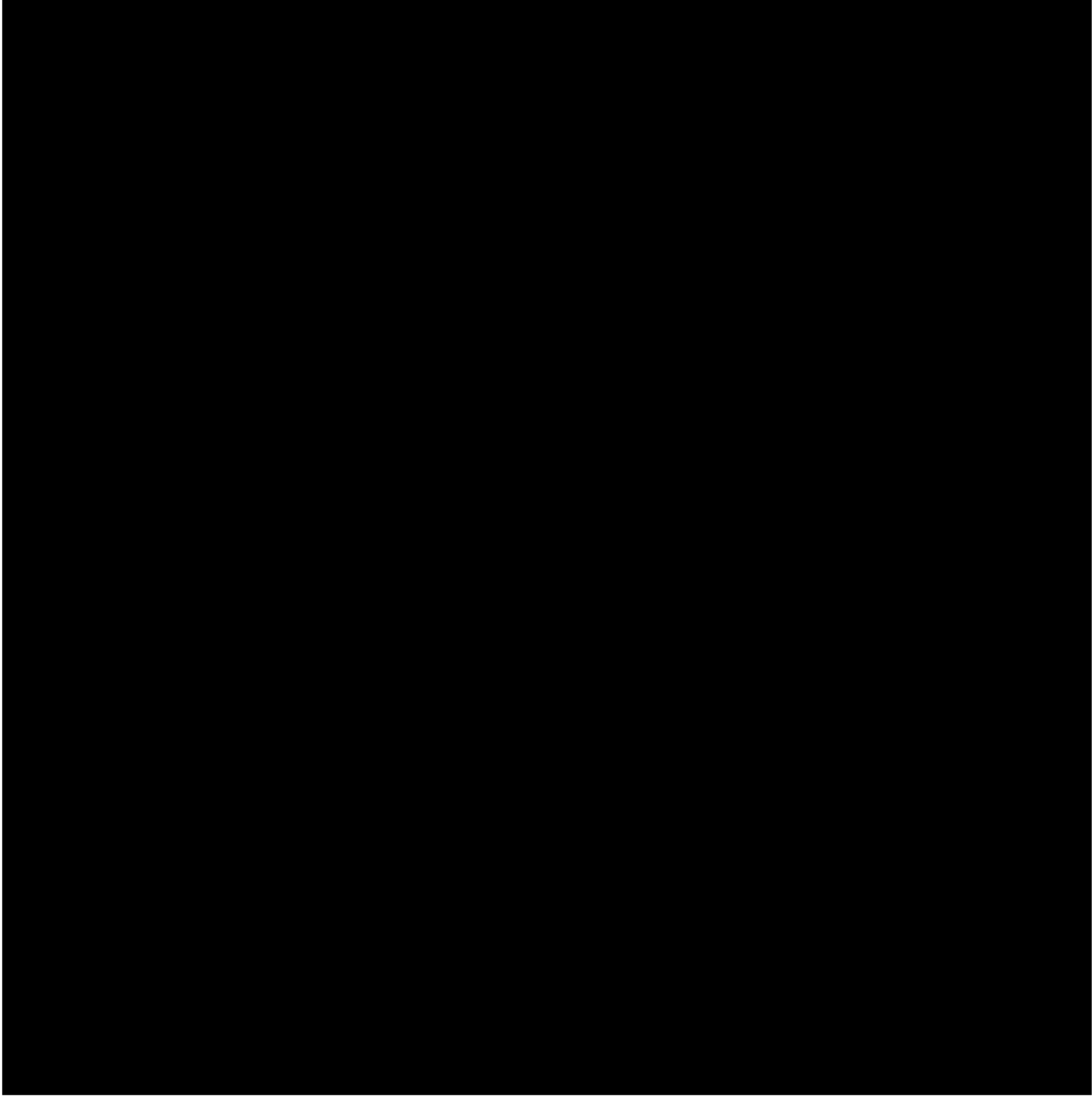
Classification: _____

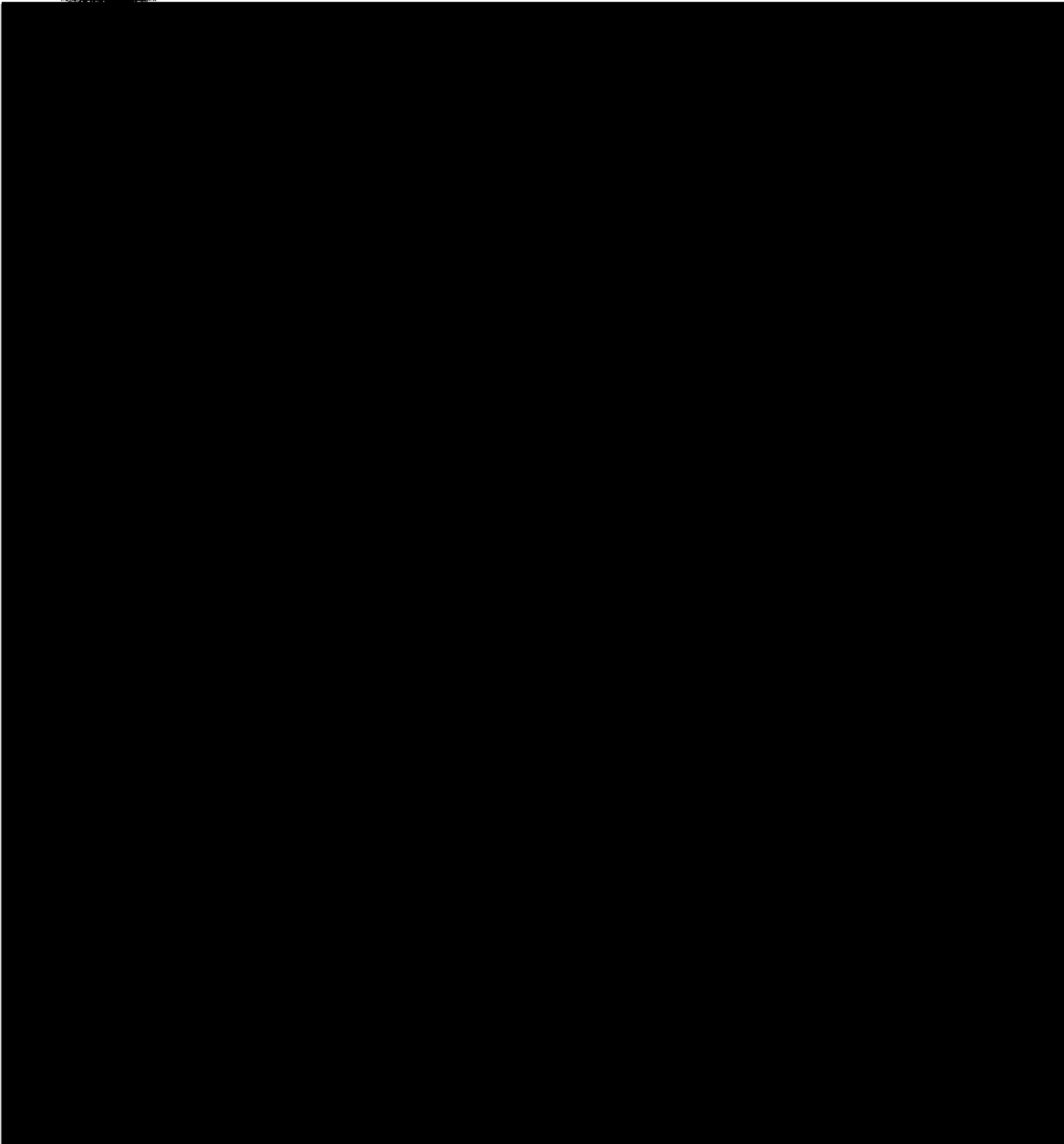
Name: _____

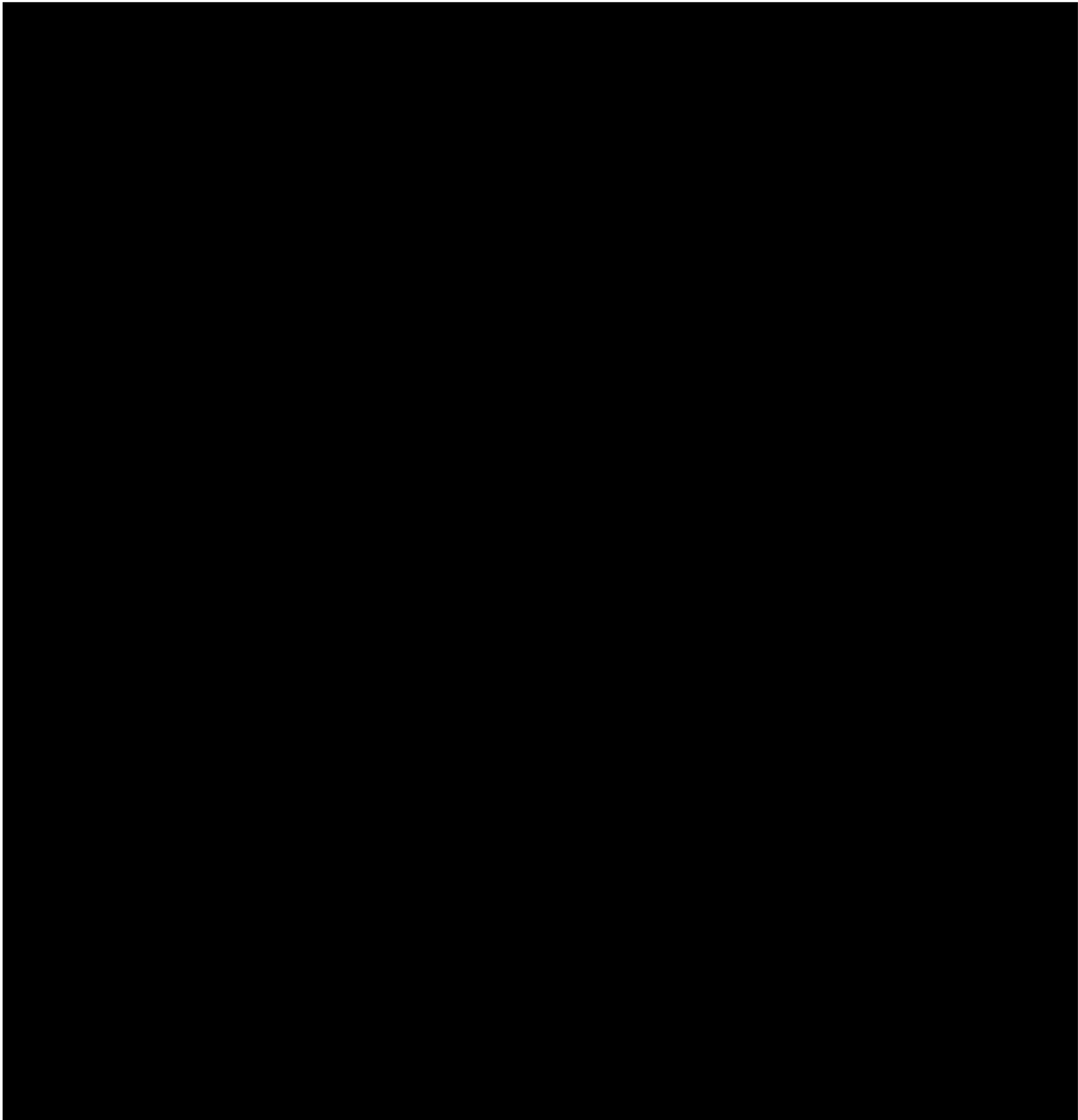
Classification: _____

Name: _____

Classification: _____







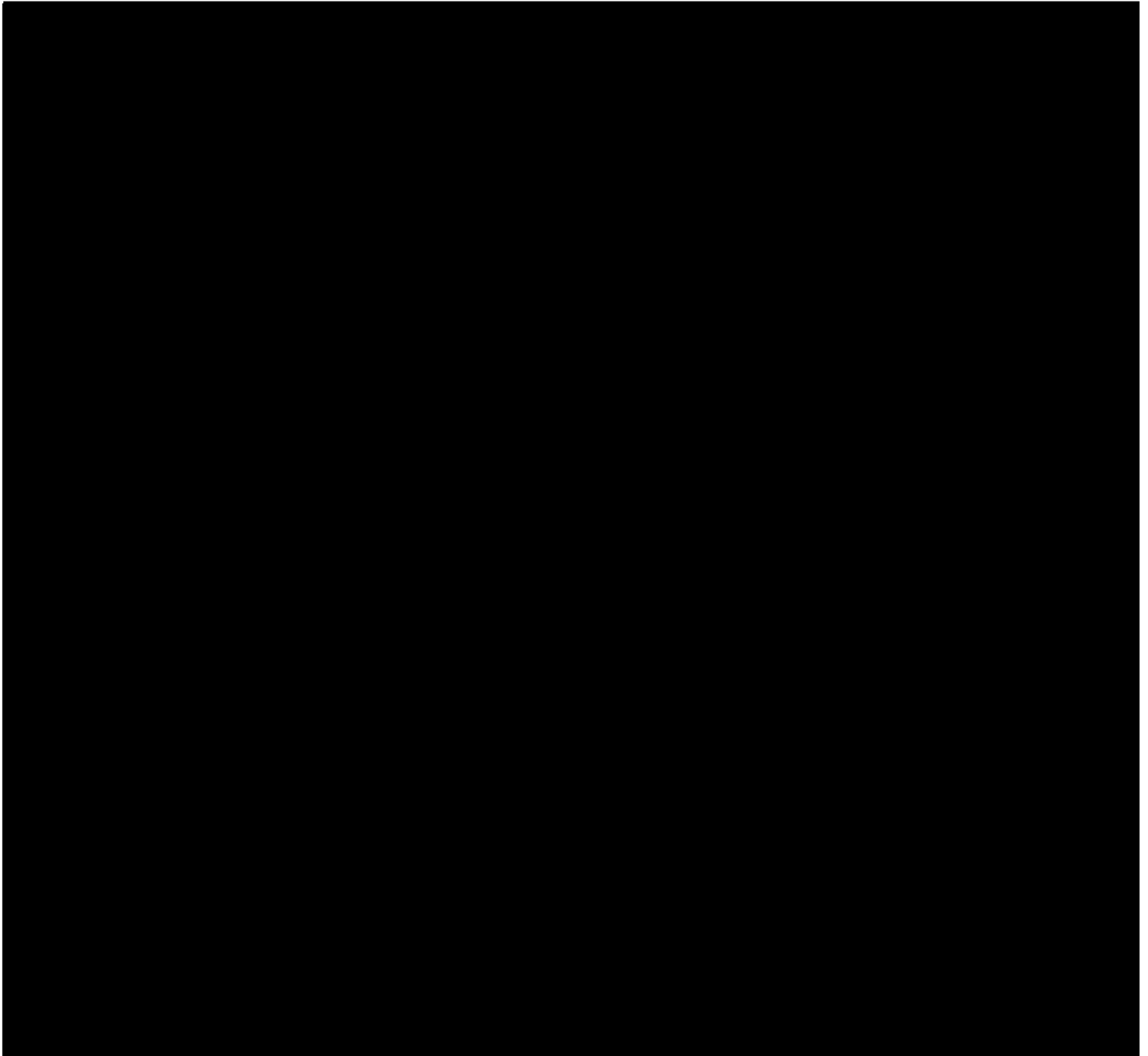


EXHIBIT F

CONTRACT I-17-4305

(Bowman Consulting Group, Ltd.)

SCOPE OF SERVICES

I. PROJECT DESCRIPTION

This project is to prepare Phase II engineering services for the preparation of contract plans and specifications for the proposed bridge rehabilitation, bridge repairs and bridge demolition including, but not limited to, the Tri-State Tollway (I-294) between 95th Street (M.P. 17.8) and Balmoral Avenue (M.P. 40.0).

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-17-4305

The Design Section Engineer's (DSE) Subconsultant services under Contract I-17-4305 shall consist of the following services Bowman Consulting Group, Ltd. (BCG) will provide to Baxter & Woodman (B&W) for this project.

Meetings/Field Checks.....	30
Bridge Plans Ramp AB over I-294.....	386
QC/QA.....	384
Administration	<u>40</u>
Total Hours.....	840

ASSUMPTIONS

- QC reviews will be performed on three milestone submittals for four separate construction contract plans, special provisions and estimates. Reviews by BCG will be conducted following documented reviews by the firm of the Designer of Record of the form preparing the documents.
- Phase III manhours are not included in this contract.
- Construction support Phase services will be provided under a separate contract with the Construction Manager (CM).

EXHIBIT G

Contract No. I-17-4305

Bowman Consulting Group, 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
I-88 to I-294 13-4117	Reconstruction of the East West Connector between the Tri-State Tollway and the Reagan Memorial Tollway	\$3,335,648	\$323,326	3/1/2018
I-294 RR-14-4551	Phase I Structural, Phase I Drainage and Hydraulic Report, Phase II Structural and Drainage PS&E. Bridge Rehabilitation/Reconstruction, Mile-Long Bridge (MP 21.5)	\$1,744,296	\$863,749	12/31/2019
IH30 DC	PS&E for IH30 Direct Connector to I-35W	\$167,567	\$58,648	8/31/2017
SH 146	PS&E for Segment I-1 from US90 to SH146.	\$1,350,898	\$1,350,898	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

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

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

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

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

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

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

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

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

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

<u>10</u>	
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)	\$ <u>-</u>

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: STV Incorporated

Contract Number: I-17-4305

Proposal Date: 8/31/2017

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-17-4305

Consultant: STV Incorporated

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			
Hinsdale Oasis Dem.	120	180	180	90			171	180	90			90			1101
Constr. Review						48									48
PM/Administration	12	12	12	12	12	12	12	12	12	12	12	12	12	12	144
TOTALS	132	192	192	102	12	60	183	192	102	12	12	102	12	102	1293

Contract Number: I-17-4305

Consultant: STV Incorporated

STV Incorporated

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			
Hinsdale Oasis Dem.	90														90
Constr. Review			48					48							96
PM/Administration	12	3	3	3	2	2	2	2							29
TOTALS	102	3	51	3	2	2	2	50							215

Contract Number: I-17-4305

Consultant: STV Incorporated

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		
Hinsdale Oasis Dem.														
Constr. Review														
PM/Administration	1													1
TOTALS	1													1

Contract Number: I-17-4305

Consultant: STV Incorporated

STV Incorporated

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Hinsdale Oasis Dem.	1													1
Constr. Review														
PM/Administration														
TOTALS	1													1

Contract No.: 1-17-4305

Consultant: STV Incorporated

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>1,695.00</u>	X	<u>\$ 52.54</u>	=	TOTAL DIRECT SALARY \$	<u>89,055.00</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>249,354.84</u>
---	-----------------------------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	<u>\$2,000.00</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>251,354.84</u>
---	-----------------------------

Contract No.: I-17-4306 Consultant: STV Incorporated

Date: 8/31/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

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

ESCALATION PER YEAR Year 1 through 6

Date	Date	Date	Date	Date	Date
11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	
2.0	12.0	12.0	12.0	12.0	
60.0	60.0	60.0	60.0	60.0	
3.33%	20.00%	20.00%	20.00%	20.00%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date
1/1/2022 - 10/31/2022				
10.0				
60.0	60.0	60.0	60.0	60.0
16.67%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: 1-17-4306

Consultant: STV Incorporated

Date: 8/31/2017

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 Overtime Hours (Overtime Hours Only) (See Note D to Right)		
							Estimated Work Hours:	Estimated Overtime Hours:			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	1.00	1.00				
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	199.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$70.00	\$70.00	356.00					
No	Resident Engineer	\$40.00	\$70.00	\$64.26	\$64.26	143.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$52.80	\$52.80	1.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$37.51	\$37.51	392.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$43.43	\$43.43	600.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$52.73	\$52.73	1.00					
No	Technical Specialist	\$15.00	\$50.00	\$44.27	\$44.27	1.00					
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	\$37.90	\$37.90	1.00					
Total Estimated Work Hours:							1,695.00				
Average Hourly Rate:							\$52.54				
Total Direct Labor							\$89,055.30				

Contract No.: I-17-4305

Consultant: STV Incorporated

Date: 8/31/2017

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	Professional 8	Edward Jenkins	\$50 - \$70
Project Manager	Professional 7	Bruce Jennings	\$40 - \$70
	Professional 7	Pascal Luciano	
	Professional 7	Paul Bobby	
	Professional 7	Randy Lovell	
	Professional 7	John Michalik	
	Professional 7	Roger Winkelmann	
Senior Engineer/Planner	Professional 6	Scott Benson	\$40 - \$70
	Professional 6	Jeffrey Blind	
	Professional 6	John Neu	
	Professional 5	Zaida Morillo	
	Professional 5	Shawn Brodaski	
Resident Engineer	Professional 5	Patrick McCluskey	
	Professional 5	Kevin Gartley	\$40 - \$70
	Professional 5	Kevin Nolan	
Project Engineer/Planner	Professional 4	Matthew Turk	\$25 - \$60
	Professional 4	Patrick Bryant	
	Professional 4	Kevin Nolan	
	Professional 4	Moncia Scheel	
	Professional 2	Joseph Serbin	
Staff Engineer/Planner	Professional 1	Eric Herbert	\$20 - \$40
Engineer /Accountant	Professional 1	Chakravarthy Kancherlakalyan	\$20 - \$60
	Professional 1	Hirosuke Takayama	
	Professional 1	Justin Pattison	
	Professional 1	David Machala	
	Professional 1	Joseph Olson	
Senior Technical Specialist	Engineering Tech 5	Bruce Buick	\$25 - \$60
	Engineering Tech 5	Tammy Griffin	
Technical Specialist	Engineering Tech 4	Damian Woszczak	\$15 - \$50
	Engineering Tech 4	Badi Alsalami	
	Engineering Tech 1	Kevin Qualiardi	
	Engineering Tech 1	Jason Comfort	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern	Intern		\$8.25 - \$20
Admin/Clerical	Administrative Assistant 3	Linda Dianis	\$8.25 - \$40
	Administrative Assistant 2	Deborah Lewis	

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-17-4305

Consultant: STV Incorporated

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

STV - Scope of Work

**Tri-State Tollway, Bridge Rehabilitation, Bridge Repairs, Bridge
Demolition, Various Locations**

Contract No. I-17-4305

Illinois State Toll Highway Authority

TABLE OF CONTENTS

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I. Project Description	1
II. Items of work to be included in Contract I-17-4305	1-6
III. Design Section Engineer's (DSE's) services (See Master Scope)	
IV. Required Submittals to the Authority (See Master Scope)	
V. Items to be furnished to the design section engineer project schedule (See Master Scope)	
Project Schedule (See Master Scope)	
Table A: Bridges located within the project limits	
Table B: Permitting and Agreements Responsibility Matrix	
Attachment A: Web Based Project Management System	

I. PROJECT DESCRIPTION

This project is to prepare Phase II engineering services for the preparation of contract plans and specifications for the proposed bridge rehabilitation, bridge repairs and bridge demolition including, but not limited to, the Tri-State Tollway (I-294) between 95th Street (M.P. 17.8) and Balmoral Avenue (M.P. 40.0).

The scope of proposed improvements includes reconstructing / rehabilitation of bridges, demolition of Hinsdale Oasis, 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-17-4305

The services provided by STV, Incorporated (STV) under Contract I-17-4305 shall consist of the following tasks:

1. Phase II engineering services for the Hinsdale Oasis Bridge Removal – including coordination, FAA permitting, civil and structural (building and bridge). Excludes proposed utilities, Maintenance of Traffic, Environmental, and Proposed Retaining Walls, except for incorporation into plan set.
2. Constructability Review – 6 contracts – One review at each milestone (preliminary (60%), pre-final (95%) and final (100%)) per contract.

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.

Task 1: Phase II engineering services for the Hinsdale Oasis Bridge and Building Removal

Work to be provided as part of this Task shall include, but not be limited to, the following:

A. CONCEPT DESIGN VERIFICATION - REVIEW

STV, Incorporated will review the Phase I Engineering documents completed to date for the above referenced contract, as they are specifically related to the demolition of the Hinsdale Oasis (Task 1), and provide concept (30%) design deliverables as further defined herein.

The review of Phase I Engineering documents as it relates to Task 1 prepared to date shall include:

1. Project scope
2. Project budget

-
3. Project schedule. STV shall confirm or provide a recommended demolition/construction schedule for the Hinsdale Oasis within the contract limits. STV shall coordinate with Baxter & Woodman (B&W) and DCM as requested to ensure that the demolition schedule is supported and can be accommodated within the overall Tri-State Tollway Master Corridor Schedule.
 4. Project concept and schedule review including geometrics, design criteria, alternatives analysis and a review of the following contracts prepared by others to confirm that the design is compatible with that of the I-17-4305 design section as it relates to Task 1:
 - a. Tri-State Tollway Roadway Reconstruction Contract I-17-4296.
 - b. Tri-State Tollway Roadway Reconstruction Contract I-17-4297.
 - c. Tri-State Tollway Roadway Reconstruction Contract I-17-4298.
 5. Design Criteria Review.
 6. Review of Design Deviations prepared to date.
 7. Coordination with B&W and team members for tasks related to the Oasis Demolition Plan set.
 8. Review of available survey information for Task 1 furnished by the DCM and confirmation of completeness or need for additional information. See Section III for more information on recommendations for more Field Survey.

B. CONCEPT DESIGN VERIFICATION – TECHNICAL MEMORANDUM

The anticipated deliverable to be produced by STV from the review of Phase I Engineering documents shall include a Technical Memorandum expressing confirmation of document review and addressing the elements as they relate to Task 1, (Hinsdale Oasis demolition):

1. Project scope – No deliverable
2. Project budget – Provide an updated (30%) level cost estimate. Phase I estimate shall be updated, using current costs.
3. Project schedule – Provide statement of concurrence with preliminary concept level schedule for the work included in Task 1.
4. Project concept review – Provide statement of concurrence that Task 1 work appears to be compatible with adjacent reconstruction contracts, or provide preliminary list of potential conflicts.
5. Design Deviations – Statement confirming requirement of deviations prepared to date for work directly related to Task 1.
6. Review coordination – confirm commitments and future required actions relates to Task 1 work.
7. Review of available survey information – no deliverable.

C. PRELIMINARY AND FINAL DESIGN ENGINEERING

1. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

During this phase, STV shall perform designs and prepare contract plans and documents for implementation of the project improvements for Task 1, to include, but not be limited to, the following:

- a. Design services for preparing contract plans, special provisions and estimates.
- b. Provide information and backup materials for the preparation of required permits to the DSE for use by the DCM. STV scope is limited to FAA permit.
- c. Prepare FAA permit for the Oasis demolition.
 - i. Federal Aviation Administration (FAA) 7460 Notice of Proposed Construction or Alteration.
- d. 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 DCM will prepare a comprehensive inventory of required permits for the overall Tri-State Tollway (I-294) project, secure select permits and approvals (including FAA approval and corridor-wide 404/401 permits), and support coordination of other required permits to be secured by the DSE. STV will be supplied this information.
- e. Phase I micro-station (.dgn) files for the Hinsdale Oasis will be supplied to STV.
- f. Existing utility atlas's shall be furnished to STV for use in preparing the existing utility plan in the oasis area.
- g. All other appurtenant and miscellaneous items. The following structures are included in this project:
 - Bridge 2490: Hinsdale Oasis Bridge Removal

2. DESIGN AND PLAN PREPARATION – DELIVERABLES (Preliminary – 60%, Pre-Final – 95%, and Final – 100% bidding documents)

- a. Plans – Prepare demolition plans for Hinsdale Oasis Demolition Contact which includes the following anticipated drawings :
 - i. Title Sheet
 - ii. General Notes (compile notes prepared by others)
 - iii. Index of Sheets
 - iv. Summary of Quantities. The Summary of Quantities (SOQ) will be produced using the Illinois Department of Transportation (IDOT) SOQ.exe file for Microstation with Axiom, dated October 25, 2011. The spreadsheet with macros used to produce the SOQ content will be at the discretion of STV.
 - v. Schedules of Quantities (by others per discipline)
 - vi. MOT Plans (by others)
 - vii. Erosion (by others)

-
- viii. Electrical/Lighting (by others)
 - ix. Utilities (by others)
 - x. Retaining Walls (by others)
 - xi. Site Plan
 - xii. General Structural Notes
 - xiii. Floor Plans
 - xiv. Elevation Views and Critical Cross Sections
 - xv. Structural Building Details
 - xvi. Structural Bridge Details
 - xvii. Suggested Demolition Sequence
 - xviii. Boring Logs (by others)

All CADD files will be prepared in Microstation .dgn format in accordance with the Authority's Computer Aided Design and Drafting (CADD) Standards Manual, dated March 2017.

- b. Specifications – STV will prepare project specifications for work related to Task 1 for our items only. STV will compile the special provisions produced by other disciplines into a single specification book for the entire Hinsdale Oasis Bridge Demolition project. The specification book will be prepared in Microsoft Word format only and printed to PDF for each milestone submittal. The Authority shall furnish to STV an example specification book from a past project in Microsoft Word format for use in matching text formatting. This scope of services does not include preparing “front end” documents, including, but not limited to the legal terms of the contract between the Authority and the construction Contractor. All supplemental, recurring, and checksheet-type special provisions will be furnished by STV to the Authority as checksheets only. The text of these special provisions will not be included in the specification book prepared by STV.
- c. Cost Estimate – STV will prepare a cost estimate for STV Task 1 work. STV will compile the cost estimates produced by other disciplines into a single cost estimate for the entire Hinsdale Oasis Bridge Demolition project. The cost estimate will be prepared in spreadsheet format on a form to be determined by the Authority. The Authority shall furnish this form to STV in Microsoft Excel spreadsheet format no more than two weeks subsequent to the Notice to Proceed (NTP).
- d. Permits – STV will prepare FAA permit, as noted above, necessary to complete Task 1 work. This includes providing backup materials for their preparation and coordination with all necessary authorities and stakeholders. The permit will be submitted to the FAA at the time of the Preliminary submittal. Any revisions required to the permit will be submitted at the time of the Pre-Final submittal. This scope of services includes only two permit submittals and does not include permit submittals at any milestones other than the Preliminary and Pre-Final submittals.
- e. Site visits for initial documentation and plan-in-hand reviews for preliminary and pre-final submittal stages. Civil and structural personnel.

-
- f. Incorporation of drawings by others into the Oasis Demolition Plan set, as required. Drawings prepared by others shall include sheet numbers and other content applicable to the entire plan set determined by STV. Other disciplines shall be responsible for incorporating these elements into their deliverables.

D. STRUCTURAL CONSTRUCTION

- a. Perform cursory inspection of structures that are to be demolished to provide verification of plan concurrence, current condition, and information on any changes to the structure to supplement existing plans. This scope was developed assuming traffic shutdowns or interruptions along I-294 would not be allowed; any inspections or documentation of structural elements over I-294 would be confirmed via visual inspections and review of previous inspection or condition reports.

E. AGENCY AND STAKEHOLDER COORDINATION

Pursuant to the permitting preparation and agency coordination described in Section A of this task's description, STV anticipates the following meetings:

a. PROJECT COORDINATION MEETINGS

STV will prepare for and attend 1 meeting per month for the first 18 months with the project team (18 Total), This assumes STV work will be completed no later than 18 months after the NTP. Two STV attendees each meeting.

Plan review meetings with Tollway (3 Total). Two STV attendees each meeting.

b. PROJECT KICKOFF MEETINGS

Tollway offices (1 Total), One STV attendee
Team (B&W offices) (1 Total), Two STV attendees

c. PERMITTING/AGENCY MEETINGS

STV will prepare for and attend the following public agency meetings:
None Anticipated

Meeting necessary to coordinate with FAA the permitting process. Not Anticipated – No STV attendees.

d. COORDINATION WITH ADJACENT PROJECTS MEETINGS

STV will prepare for and attend meetings as requested by ISTHA for projects related to this task (4 total). Two STV attendees.

All meeting minutes will be prepared by B&W and reviewed by STV for all above referenced meetings, unless STV is the sole attendee and is representing the team at that particular meeting.

Task 2: Constructability Review (CR) – Six Bridges

Work to be provided as part of this Task shall include, but not be limited to, the following:

A. CONSTRUCTABILITY REVIEW – WORK INCLUDED

1. An independent and structured review of construction bid documents for six bridges as indicated in manhour estimate.
2. The construction documents to be reviewed include only the following: bridge plans, technical specifications and the proposed bid schedule, as indicated in the scoping documents. This also includes Special Provisions.

B. CONSTRUCTABILITY REVIEW – WORK NOT INCLUDED

1. This review does not include an independent check of the design and only includes constructability of the contract plans.
2. The CR is not considered a peer review or value engineering review nor a bidability review. Bid item quantities will not be checked in the CR.
3. CR is not a review to address construction safety, project life cycle, sustainability or an analysis for eventual demolition. (The designer and owner should have already made those decisions and, incorporated them into the work scope.
4. Not a "QC" of the documents, however, if the review determines there is a quality issue, we will address it in the review.
5. Professional Engineering seal is not required for this review

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

See Master Scoping Documents for tasks within Sections III though V and Tables A & B.

EXHIBIT G
Contract No. I-17-4305
STV Incorporated
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
	C12FII01336577E CTA CM Services	\$8,900,000.00	\$1,100,000.00	6/18/2017
	C16FII01924210G CTA CM Services	\$10,000,000.00	\$10,000,000.00	3/28/2022
CDOT	CM ADA Ramp Improvements South	\$142,000.00	\$100,000.00	11/15/2017
CDOT	Grand Ave - Phase II Design	\$975,000.00	\$510,000.00	
CDOT	Van Buren - Phase II Design	\$865,000.00	\$79,000.00	
CDOT	Montrose Harbor - Phase II Design	\$995,000.00	\$241,000.00	
CDOT	Loomis Bascule Bridge - Phase II Design	\$231,000.00	\$153,000.00	
Lake DOT	Ela & Long Grove Road Phase II Design	\$644,000.00	\$121,000.00	
I-11-4014	Elgin-O'Hare West Bypass	\$925,000.00	\$402,000.00	6/1/2018
P-91-120-14	IDOT Phase I Various	\$560,000.00	\$95,000.00	
	IDOT Washington Street - Phase I	\$193,000.00	\$191,000.00	

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)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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: Telecom Engineering Services

Contract Number: I-17-4305

Proposal Date: 8/31/2017

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-17-4305 **Consultant:** Telecom Engineering Services

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total Exhibit A Hours
Utility Coordination											12	12	24
TOTALS											12	12	24

Contract Number: I-17-4306

Consultant: Telecom Engineering Services

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Utility Coordination	9	7	7	7	7	7	6	6	6	6	6	6	6	80
TOTALS	9	7	7	7	7	7	6	6	6	6	6	6	6	80

Contract Number: I-17-4305

Consultant: Telecom Engineering Services

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Utility Coordination	2	2	2	2	2	2	2	2	2	2	2	2	2	24
TOTALS	2	2	2	2	2	2	2	2	2	2	2	2	2	24

Contract Number: I-17-4305

Consultant: Telecom Engineering Services

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		
Utility Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	10
TOTALS	1	1	1	1	1	1	1	1	1	1	1	1	1	10

Contract No.: 1-17-4305

Consultant: Telecom Engineering Services, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>530.00</u>	X	<u>\$ 48.94</u>	=	TOTAL DIRECT SALARY	\$ <u>24,878.96</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 69,658.96

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS _____

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ _____

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

TOTAL SERVICES BY OTHERS \$ _____

D. ADDITIONAL SERVICES (Prime Consultant)

_____ (Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

_____ (Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 69,658.96

Contract No.: I-17-4306 Consultant: Telecom Engineering Services

Date: 8/31/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

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

ESCALATION PER YEAR Year 1 through 6

11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021
Date	Date	Date	Date	Date
2.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0
3.33%	20.00%	20.00%	20.00%	20.00%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

1/1/2022 - 10/31/2022				
Date	Date	Date	Date	Date
10.0				
60.0	60.0	60.0	60.0	60.0
16.67%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: 1-17-4306

Consultant: Telecom Engineering Services

Date: 8/31/2017

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)	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	\$60.00	\$60.00	50.00		
No	Project Manager	\$40.00	\$70.00	\$51.00	\$51.00	250.00		
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	\$40.00	\$40.00	170.00		
No	Senior Technical Specialist	\$25.00	\$60.00	\$45.50	\$45.50	40.00		
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	\$25.50	\$25.50	20.00		
Total Estimated Work Hours: 530.00 Average Hourly Rate: \$46.94 Total Direct Labor \$24,878.20							Total Overtime Premium:	

Contract No.: I-17-4306

Consultant: Telecom Engineering Services

Date: 8/31/2017

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	Marino D. Fernandez	\$50 - \$70
Project Manager	Project Manager	Leotis L. Anderson	\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner			\$25 - \$60
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Staff Engineer Designer	Sandra B. Cisneros	\$20 - \$60
Senior Technical Specialist	Field Engineer	Jeremiah Palanca	\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrator	Jean M. Falkner	\$8.25 - \$40

Contract No.: I-17-4305 Consultant: Telecom Engineering Services

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) _____

Contract No.: I-17-4305

Consultant: Telecom Engineering Services

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-17-4305

Telecom Engineering Services, Inc.

SCOPE OF SERVICES

Utility Coordination

- 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 DSE Manual.
- Coordinate installation of the FOC duct package system with the Tollway's fiber optic management vendor.
- Identify utility impacts on construction, right-of-way, costs, and project schedule.
- Identify and establish priority of right-of-way parcel acquisition needed for utility relocation and advance work needs within the project limits.
- Coordinate with utility companies and with the DCM throughout the design phase. Responsible for ensuring that utility relocation activities are consistent with contract schedules.
- Provide a copy of the agency utility contact log on a monthly basis.
- Attend utility coordination meetings with the Tollway (6 maximum)

Partnering for Growth

- Attend 6 meetings with the prime to learn the Tollway procedures for utility coordination including E-Builder (3 in person/ 3 teleconference)

EXHIBIT G
Contract No. I-17-4305
Telecom Engineering Services
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
--------------------------------	--	--	---------------------------------------	---

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	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 10%;"></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="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-
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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: GEI Consultants, Inc.

Contract Number: I-17-4305

Proposal Date: 8/31/2017

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: 1-17-4305 Consultant: GEI 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					
HBMS Assessment	60	71	40	10													181
Preparation of Bid Package/Reviews					40	40	40	40	12	10	10	5					197
TOTALS	60	71	40	10	40	40	40	40	12	10	10	5					378

Grand Total Exhibit A Hours **498**

Contract Number: I-17-4305 Consultant: GEI 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				
HBMS Assessment																
Preparation of Bid Package/Reviews	5		5		5		5		5				5		5	30
TOTALS	5		5		5		5		5				5		5	30

Contract Number: I-17-4305 Consultant: GEI 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					
HBMS Assessment																	
Preparation of Bid Package/Reviews	5		5		5		5		5				5				30
TOTALS	5		5		5		5		5				5				30

Contract Number: 1-17-4305 Consultant: GEI 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				
HBMS Assessment																
Preparation of Bid Package/Reviews	5		5		5		5		5				5		5	30
TOTALS	5		5		5		5		5				5		5	30

Contract Number: 1-17-4305 Consultant: GEI 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				
HBMS Assessment																
Preparation of Bid Package/Reviews	5				5				5				5			30
TOTALS	5				5					5			5			30

Contract No.: I-17-4305 Consultant: GEI Consultants, Inc.

Date: 8/31/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

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

ESCALATION PER YEAR Year 1 through 5

11/1/2017 - 12/31/2017	Date	12/31/2017	Date	1/1/2018	Date	12/31/2018	Date	1/1/2019	Date	12/31/2019	Date	1/1/2020	Date	12/31/2020	Date	1/1/2021	Date	12/31/2021
2.0		12.0		12.0		60.0		12.0		60.0		12.0		60.0		12.0		60.0
3.33%	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

1/1/2022 - 10/31/2022	Date		Date		Date		Date		Date	
10.0		60.0		60.0		60.0		60.0		60.0
16.67%	Escalation Factor Sixth Period		Escalation Factor Seventh Period		Escalation Factor Eighth Period		Escalation Factor Ninth Period		Escalation Factor Tenth Period	

The escalation factor for this project is: 100.00%

Contract No.: I-17-4306

Consultant: GEI Consultants, Inc.

Date: 8/31/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										<u>DIRECT COST</u>		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total					
							Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	14.00	498.00					
No	Project Manager	\$40.00	\$70.00	\$62.34	\$62.34	110.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$50.80	\$50.80	96.00						
No	Resident Engineer	\$40.00	\$70.00	\$35.00	\$35.00	70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$34.00	\$34.00	100.00						
No	Staff Engineer/Planner	\$20.00	\$40.00	\$40.00	\$40.00	108.00						
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	Really Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									
No	Admin/Clerical	\$8.25	\$40.00									

Contract No.: I-17-4305 **Consultant:** GEI 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

Lab Testing (STAT Analysis Corp)

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 9,234.50

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-17-4305

Consultant: GEI 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-17-4305
GEI Consultants, Inc.
SCOPE OF SERVICES

Refer to GEI's proposal dated August 9, 2017



Geotechnical
Environmental
Water Resources
Ecological

August 9, 2017
Proposal No. 610040

Via email: JMcNally@baxterwoodman.com

Mr. Jim McNally PE, LEED AP, CPESC
Senior Transportation Project Manager
Baxter & Woodman (B & W)
8678 Ridgefield Rd.
Crystal Lake, IL 60012

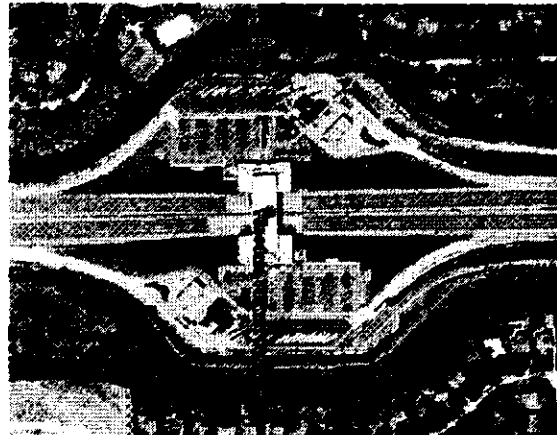
**Re: Proposal for Hazardous Building Materials Survey (HBMS) & Bid Package
Preparation for Demolition for I-294 Hinsdale Oasis, Hinsdale, IL**

Dear Mr. McNally:

GEI Consultants, Inc. (GEI) is pleased to submit this proposal for completion of a hazardous building materials survey (HBMS) and support to the project design with completion of a bid package for demolition for the I-294 Hinsdale Oasis structures, Hinsdale, Illinois.

Project Understanding

It is our understanding that the Illinois Tollway Authority (Tollway) is the current owner of the property and desires to demolish the Hinsdale Oasis on I-294 as part of a larger proposed plan for highway widening. The proposed scope of work specific to this quote is for use in the development and planning for design and construction of the new roadway for this location.



The Oasis occupies property area that includes buildings and parking areas for commercial use, offices, and restaurants for the public and Tollway Authority use.

The buildings occupying the property are currently constructed of a combination of concrete, brick and steel structures spanning the 6-lane interstate. The buildings supporting the glass enclosed span on both sides of the highway are generally constructed with a brick and mortar façade on concrete foundations. GEI observed that the buildings were competent for access to the floor levels and roof. Conditions support the removal of wastes and the abatement of the buildings to remove waste and prevent comingling of building products for disposal.

During visual assessment roofing systems, floors, walls, and windows will be observed for glazing, dap, caulking, and joint compounds. The buildings contain commercial products,

equipment, chemicals, universal waste, coolants, and other materials for use on the property. Products inside the building include commercial restaurant products. Buildings observations identified sewers, power, service utilities, and communication services.



The current demolition plan includes the removal of below

grade structures, utilities, and foundations to the full extent of their construction below grade and as needed for highway widening construction. Since GEI will not be doing destructive or invasive testing at this time, underground features, foundation coatings, subwalls/subfloors materials will not be investigated without approval for access and scope from B&W. Further, GEI will not be penetrating walls, floors, and related feature inside the building unless approved by B&W and the Tollway.

Scope of Work

GEI prepared this scope of work based on our understanding of B&W's needs for the HBMS survey and Bid Package Preparation for demolition. Information was gathered from our call on August 8, 2017, information provided from the project FTP Site, email correspondence, and previous public access observations of the Oasis.

Hazardous Building Material Survey

Demolition of Hinsdale Oasis Bridge – Environmental

This section of the proposal is for completion of the HBMS. The following decommissioning construction services are not part of this scope of work:

- Manage and remove building content hazardous wastes;
- Oversee site work and monitor air quality;
- Complete utility disconnects;
- Remove universal waste; and
- Abate asbestos containing materials.

This scope of work is being performed prior to performance of decontamination and demolition of the property. A HBMS is warranted for submittal to the Tollway Authority and the Hinsdale Building Department as a prerequisite to obtaining a demolition permit. Characterization of conditions for permits, highway road right of way design planning/diversion, shielding/protection during demolition, utility closure, removal of underground materials and a competent persons structural analysis of the building for demolition are outside the limits of this survey.

The HBMS assessment will locate and characterize the building conditions for decontamination required prior to demolition and help determine the ultimate disposition of the demolition debris by collecting information for comparison to facility acceptance parameters. Note, GEI HBMS surveys are not a supplement for collecting material samples for full waste characterization data and acceptance parameter. The contractor will be required to satisfy waste acceptance parameter information for their respective disposal facility. On this basis, this HBMS scope will address the building materials, utilities and equipment contiguous to one another that will be left after removal of the buildings portable content. GEI will identify "portable" content as part of the survey related to hazardous waste and universal waste.

GEI will perform the survey work qualifying as a “competent person” under OSHA 1926.850(e). We will evaluate building conditions for the presence of hazardous chemicals (in equipment, tanks, and other that cannot be manually removed in containers), gases, explosives, flammable materials, or similarly dangerous substances. When the presence of any such substances are apparent or suspected, test information shall be collected as described below to characterize the hazard before demolition.

GEI will evaluate building conditions for OSHA compliance for demolition. Building conditions, asbestos, universal waste, eWaste and other building material will be pre-characterized for abatement/demolition. The presence of hazardous chemicals, gases, explosives, flammable materials, or similarly dangerous substances will be identified for waste management and the potential for comingling with the building debris. The survey will consider the anticipated contaminants including, but not limited to the following;

- Lead based paint (LBP);
- PCBs in building materials (bulk samples for demolition);
- Universal/eWastes including lighting/bulbs (Hg), batteries and ballasts (electronic equipment, PCB, and Non-PCB), LEDs, smoke detectors, radon sensors, thermostat/mercury switches as applicable;
- Fuels /Accelerants;
- Residual products in equipment/piping;
- AST’s/tanks & lines (as present);
- comfort cooling/AC;
- refrigerants;
- UST’s (as present).

The HBMS will be completed to address conditions/materials that would define a “hazard” and develop data for material characterization and handling acceptable for use by abatement contractors, disposal facilities and demolition contractors. Survey activity will be conducted in accordance with a site-specific health and safety plan (HASP). Data gathered will include laboratory results from sampling building materials that may be used by contractors bidding on the demolition for use in:

- ACM Abatement of buildings ie. boilers, piping, TSI, surface material, roofing materials, siding
- Lead impacted building material management;
- Development of waste characterization data for recycling, reuse, lab pack, waste consolidation, backfilling and disposal profiling;
- Beneficial Use Determination;
- Management and handling of waste streams;
- Consideration of building material for crushing and reuse ie. Foundations and Pavement;
- Evaluating building materials for construction worker and receptor exposure and risk during demolition;
- Decommissioning of remaining equipment, utilities and facility services;
- Preparation of a work plan for monitoring and control of potential demolition emissions;
- Estimate quantities of waste streams for abatement and disposal;
- Identifying site conditions for grading, potential for comingling of wastes with building debris, demolition feasibility and other related site civil conditions that could affect performance of work.
- **Should GEI encounter AST’s or UST’s, GEI will notify B&W prior to sampling or investigation and will not survey conditions without the prior approval of the Tollway.**

Hazardous Building Materials Survey

GEI will conduct the HBMS assessment with a two-man team, including the “competent person”

in the environmental field as well as an Illinois Department of Public Health (IDPH) licensed asbestos and lead inspector/surveyor. The survey will be conducted in two phases including a building assessment of historical construction documents followed by a site survey that includes visual inspection for material and collection of bulk samples for analysis and reporting. Characterization of the "Building" conditions and features.

This survey will provide a hazard assessment of the building under OSHA 29 CFR 1926 for removal of asbestos containing building materials (ACBM) that may be part of demolition. The survey will consider and sample other types and levels of contaminants including, but not limited to the following;

Description - Sample Type/Visual Identification

- Lead based paint (LBP) – X-ray Fluorescence Analyzer (XRFA Survey)
- PCBs in building materials for bulk characterization for disposal – Visual identification and Bulk Samples ie. transformer fluids, caulking, ballast
- Presumed ACM Containing Waste – Bulk Samples
- Fuel /Accelerants – Bulk Liquid & Solid samples
- Chemicals – Bulk Liquid & Solid samples
- Mercury – Visual ie lights and switches
- Residual products in equipment, AST's, comfort cooling, UST's as present – Bulk Samples
- Universal Waste (lights, ballast, smoke detectors, e-waste, batteries) – Visual Quantification

Sampling and analysis of building materials will be conducted by GEI and its subcontractors. Samples of potential ACM material will be collected from representative building materials and submitted to a certified laboratory. Lead paint will be assessed with the use of an x-ray fluorescence analyzer (XRFA) field meter with select bulk samples of brick, concrete and wood submitted for laboratory analysis.

Universal waste will be inspected, identified and quantified by a knowledgeable person familiar with the field identification of such materials.

Where appropriate bulk sampling of representative building materials will be conducted for waste disposal characterization. Where drilling for core samples is allowed GEI will use EPA sampling protocols for collection of bulk composites to obtain uniform composite sample. These composites will be analyzed for PCB's, Lead, RCRA 8 metals, TCLP metals and VOC's, SVOC, where appropriate (Target analytes summary included herein). Results using this EPA methodology will address the potential for disposal of impacted materials as bulk non-hazardous construction/demolition debris.

For costing purposes, the following assumptions of sampling and analysis have been proposed for this investigation under the base investigation;

- Up to Six (6) VOC Samples
- Up to Six (6) SVOC Samples
- Up to Six (6) Total Lead Samples
- Up to Six (6) Total RCRA 8 Samples
- Up to Six (6) SPLP/TCLP RCRA 8 Samples
- Up to Fifteen PCB Samples
- Up to 8 TPH Samples
- Up to 80 PLM Samples
- Up to 5 TEM Samples

Asbestos Survey

This assessment work is being conducted to compile an inventory of suspect asbestos containing materials (SACM) in the buildings that may be scheduled for future renovation or demolition, or to be managed properly in-place. GEI further understands that the buildings are currently occupied, and that all of the property will be accessible during the assessment.

GEI proposes to follow, in part, the National Emissions Standards for Hazardous Air Pollutants (NESHAP) protocol during the asbestos assessment. This assessment would satisfy the Federal NESHAP that requires identification and removal of all regulated asbestos containing materials (RACM) prior to renovation and demolition.

The federal NESHAP (40 CFR 61.145) requires the following:

“...the owner or operator of a demolition or renovation activity and prior to the commencement of the demolition or renovation, thoroughly inspect the affected facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos...”

The intent of these federal regulations is that all listed asbestos containing materials (ACM) that will be disturbed during the demolition or renovation (including repair), be assessed for content and removed and disposed of properly. In order to properly manage ACM, it first needs to be identified.

During the inspection of accessible spaces, the inspector will identify "functional spaces or building systems" (e.g. office spaces, storage rooms, boiler rooms, roof systems, heating systems, etc.), and will categorize the construction materials within functional spaces and/or system as "homogeneous", based on uniformity in color, age, texture and use. The inspector will then compile a list of building materials during the visual survey of material suspected to contain asbestos, and record the condition, location and approximate quantity of homogeneous, suspect materials.

Suspect asbestos materials will be evaluated for friable and non-friable conditions and categorized into 3 types: Surfacing Materials, Thermal System Insulation, and Miscellaneous Materials. Based on the construction date of the building, ACM may exist in these buildings.

From each homogeneous area or building system, the inspector will collect representative "bulk" samples of construction materials suspected to contain asbestos. Samples of suspect materials will be analyzed by a qualified Illinois laboratory by polarized light microscopy (PLM) in accordance with EPA procedures. The National Voluntary Laboratory Approval Program (NVLAP) accredited laboratory would perform bulk asbestos analysis.

- Up to Eighty (80) bulk samples of potential asbestos containing materials will be tested for polarized light microscopy (PLM) and 5 samples for Transmission Electron Microscope (TEM) analysis.
- Addl. PLM Samples collected (if over 80) will be saved for evaluation and testing as approved by WPB.
- GEI will sort ACM samples for analysis based on highest risk to cost based on estimated volume and likelihood of material containing asbestos.

The regulations of the United States Environmental Protection Agency define ACM as materials containing greater than 1% asbestos. If one or more bulk samples of a homogeneous material are found to contain greater than 1% asbestos, then the representative homogeneous material will be classified as ACM.

GEI will conduct an assessment for the presence of asbestos utilizing Asbestos Hazard Emergency Response Act (AHERA) accredited personnel. Following, in part, the NESHAP regulations, SACM samples will be collected from the materials that the field personnel determine to be suspect and safe to sample. Care will be exercised in taking samples to attempt to avoid visible damage to the building materials, and full destructive sampling will not take place.

This may make it impossible for GEI personnel to see all ACM, especially ACM that is out of view during the assessment, such as in sealed pipe chases.

GEI will attempt to conduct a visual assessment of the roofing systems, and proposes to collect flashing samples if flashing and roofing tar is exposed, available to sample, and will not compromise the integrity of the roofing system. GEI will not sample any built-up roofing (BUR), or cut into any High Density Polyethylene (HDPE) roofing system since the buildings are still occupied, and the roofing systems may be under warranty. These types of roofing systems commonly have materials that may contain asbestos. For this purpose, GEI will assume that any existing BUR is an ACM.

Prior to the survey, GEI requests to meet with facility representative(s) that have knowledge of the building construction and any building renovations to obtain historical knowledge of each of the building's materials. We request to review all related project-specific materials (previous asbestos survey reports, building plans, previous abatement specifications, etc.) prior to the commencement of the work, if available. The project-specific information should include the age of each building, dates of any renovations, and historical uses of each building at each station.

After meeting with the facility representative(s), GEI will perform a visual inspection of the property to identify SACM. The designated facility personnel may accompany GEI during the sampling, and provide access to the sampling location(s). On average, three samples will be collected from each different type of SACM (e.g., floor tiles, mastics, insulation) in order to properly assess the asbestos content of each material. The areas and number of samples will be determined in the field following normal sampling procedures.

GEI will submit the samples to a GEI-contracted laboratory for analysis with a standard turn-around timeframe. The bulk samples collected will be analyzed for asbestos content by polarized light microscopy coupled with dispersion staining techniques (PLM/DS) using the Method for the Determination of Asbestos in Bulk Building Materials (EPA/600/R-93/116, July 1993).

Investigation Report

GEI will prepare a written report for HBMS with the building survey documenting our sampling activities, mapping sampling locations and presenting the results of both waste characterization and HBM assessment activities. The report will document the location of equipment and building materials for future inclusion into decontamination and demolition plans, specifications and bid documents.

Preparation of Bid Package Plans & Specifications

This proposal presents the tasks needed to develop the designs for the Bid Package Plans and Specifications – The assembly of documents to be provided to contractors so they can submit bids to perform the demolition of the Hinsdale Oasis structures and utilities for roadway widening. This scope does not include the management or development of permits, design of utility disconnects/relocation/closure or restoration, or construction services/monitoring/administration. The scope is specific to development of plans and specifications for preparation of 30/60/90/100% design plans and specifications for use in the bid process and evaluation of submissions.

GEI will prepare plans and specifications (contract documents) for the demolition, disposal of the structures and debris. Restoration plans for the property, subsurface disturbance reparation, utilities, site safety controls, highway management/traffic diversion, shielding/protection of the site and roadways and structural analysis of the building by a competent person will be provided by others as part of contract documents for demolition.

GEI will use our standard demolition specifications, in CSI 2004 format, developed specifically for the implementation of complex demolition projects. These specifications will be tailored

specifically for the Hinsdale Oasis project. The plan drawings regarding limits of work, criteria for demolition management of building materials for demolition will form the basis for the submission of plans for the project.

GEI understands that ultimately the site needs to be re-graded to allow for future development and to densify the site due to extensive disturbance. Some features at depth and utilities may be acceptable for in-place closure. As part of our design package GEI will provide proposed limits for the demolition disturbance and the closure envelope. Post grading plans restoration measures for densification/backfilling and capping by others will provide the bidders design requirements with site elevations to achieve the desired grades following demolition. At a minimum, the grading needs to provide a stable surface.

Portions of the site will require surface protection as necessary to protect remaining underground structures during demolition. GEI will provide specifications as necessary to limit disturbance and equipment impacts from this equipment as part of the safety requirements for specification to be prepared by B&W.

During construction, site control measures for air quality and dust control will be required including requirements for lead awareness. Abatement of the asbestos material, notifications, reporting will require plans and specification for ACM material handling, disposal and monitoring during removal. Removal of universal waste, mercury and hazardous wastes will require specifications for the respective effort to remove them and dispose of them. Where applicable and identified from the HBMS, material containing PCB's will require specifications for measures to abate/remediate the materials. Permit requirements for demolition and contractor submittals will be identified in the proposed specifications for bidding. Requirements for demolition will also include specifications for managing, handling and characterizing of all respective wastes including recyclables.

Specifications for blasting to remove existing structures or remove rock as part of demolition are outside of GEI's scope.

GEI will provide the necessary drawings, specifications and details for the contractor to perform this work. GEI will complete design drawing (3 sheets) and a Contract Design Package submittal to B&W as the cumulative work for GEI project services as summarized below:

- Design drawings (limited as noted).
- Contract Design Package:
 - Demolition Specifications in CSI 2004 format. Division 02 – Site Demolition Requirements
 - Building Demolition
 - Selective Demolition
 - Asbestos Abatement
 - Universal Waste Abatement
 - PCB Caulking and Other Building Material Abatement
 - Contaminated Materials Management
 - Lead Awareness
 - Lead Containing Paint & Material
 - Mold Mildew & Fungi (As applicable)
 - Permits
 - Submittals
 - Site Safety & Protection of Site & Personnel (as required by B&W)
 - Site Demolition Plan (Requirements)

- Site Utility Closure Plan (by B&W w/GEI review)
- Confined Space Entry Plan (Requirements)
- Crane Critical Lift Plan (Requirements)
- Fall Protection & Prevention Plan (Requirements)
- Occupant Protection Plan (As Necessary for Abatement) (Requirements)
- Exclusions

GEI does not anticipate that we will provide B&W with Division 00 – Procurement and Contracting Requirements or Division 01 - General Requirements for Price and Payment Procedures specifications. However, we would like the opportunity to review the proposed sections for conformance with the Division 02 specifications with our expectations for application to Demolition Project Standards.

Lump Sum Cost

We propose to perform the above outlined scope of services for an anticipated fee of \$73,139.99 as summarized below.

Task Description	Project Cost Estimate
<i>Hazardous Building Materials Survey</i>	
• <i>GEI Field Labor & Meeting</i>	\$ 20,103.54
• <i>Laboratory Fees</i>	\$6,566.45
<i>Preparation of Bid Package for Demolition</i>	
• <i>Contract Plans</i>	\$16,810
• <i>Preparation of Specifications</i>	\$26,560
• <i>Meetings</i>	\$3,100
Total Project Estimate	\$73,139.99

GEI will send out our invoices monthly. Payment will be due in 30 days of the invoice date.

In the event that our initial findings indicate that a change in scope of services from that outlined herein will be necessary, we will discuss potential work scope changes with you and request your concurrence prior to their implementation. Any changes in our total fees based upon approved work scope changes will be made in accordance with the attached rate schedule.

Schedule

This proposal presents the tasks needed to complete the HBMS and provide the designs for the Bid Package Plans and Specifications. It is estimated that the HBMS can be completed within six to 8 weeks from authorization and receipt of access to the Oasis for sampling. Preparation of plans and specification documents will be coordinated with submittal of 30/60/90/100% designs prepared by B&W.

Terms and Conditions

GEI has a negotiated Agreement with Baxter & Woodman for our previous work. We can agree to work under this previous agreement under a contract with Baxter & Woodman. However, we

need to review any prime agreement between the Tollway Authority and Baxter & Woodman before we fully contract with you.

We look forward to continue working with you on this assignment and thank you for this opportunity. Please call us at 847.984.3401 if you have any questions.

Sincerely,

GEI CONSULTANTS, INC.



Brandon J. Fagan, P.G., QEM, LSP
Construction Management Practice Leader



Patrick C. Chang, P.E., P.Eng.
Senior Professional



Ronald P. Palmieri, P.E.
Senior Vice President

Attachments: Form A

EXHIBIT G

Contract No. I-17-4305

GEI 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
--------------------------------	--	--	---------------------------------------	---

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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