

09/28/17

6.3/10

RESOLUTION NO. 21365

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-17-4306. Rubinos & Mesia Engineers, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,715,500.00. 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 Rubinos & Mesia Engineers, Inc., to obtain Design Services, for Contract No. I-17-4306 with an upper limit of compensation not to exceed \$2,715,500.00, 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

September 11, 2017



Rehines & Mesa Engineers, Inc.

Mr. Paul Kovacs, PE,
Chief Engineer
 Illinois Tollway
 2700 Ogden Avenue
 Downers Grove, IL 60515

Attn: Mr. Michael Brink SE, PE

Re: Contract I-17-4306
Tri-State Tollway, Bridge Rehabilitation, Repairs & Demolition, Various Locations
Phase II Engineering Services
 Sub-Consultant Participations

Dear Mr. Kovacs:

We appreciate being selected for this project and look forward to continue working with Tollway team. We are submitting this summary letter to explain the level of participation for our sub consultants.

The following table shows the initial percentage of participation for each sub-consultant, and the current percentage of participation.

Sub-consultant	Specialty	Status	Original Participation	Current Participation
EDI	Survey & Environmental	DBE	10%	9.09%
Singh	Lighting	DBE	4%	7.33%
GSG	Geotechnical	DBE	4%	3.78%
Peralte-Clark	Drainage	DBE	8%	7%
AVE	Erosion Control	VOSB	4%	2.79%
Totals:			30%	30.09%

At the time of proposal, we estimated the level of participation from various team members based on the scope described in the Tollway Bulletin 17-3, Item 11, which consisted of rehabilitation of five crossroad bridges over I-294.

However, our scope has since changed to; Rehabilitation of two crossroad bridges, Rehabilitation of one adjacent bridge over creek, and demolition of the O'Hare Oasis Bridge Removal. As a result, we have had to make adjustments to scope of work for each team member to best fit the current project scope and the need for their specialty.

Please note that overall sub-consultant participation exceeds the original commitment percentage. Also, the overall DBE participation is 97%, and also, the level of VOS/SDVOSBE participation exceeds the Tollway goals stated in the Bulletin.

Mr. Paul Kovacs, PE,
Chief Engineer, Illinois Tollway
Contract I-17-4306
Tri-State Tollway, Bridge Rehabilitation, Repairs & Demolition, Various Locations
Phase II Engineering Services - Sub-Consultant Participations
September 11, 2017
Page 2 of 2

We hope that this team composition meets your approval; please let us know if you need any additional information for this regard.

Rubinos &
Mesia
Engineers, Inc.

We appreciate the opportunity to continue working with the Tollway team.

Respectfully,

RUBINOS & MESIA ENGINEERS, INC.



Mohsen Farahany, S.E., P.E.
Senior Vice President



33 W. Monroe Street, Suite 1825
Chicago, Illinois 60603
phone: 312.345.1400
fax: 312.345.0520
www.envdesigni.com

Legg Mason Tower
100 International Drive, Suite 2350
Baltimore, Maryland 21202
phone: 443.759.3575

Rubinos & Mesia Engineers, Inc.
200 S. Michigan Avenue, Suite 1500
Chicago, IL 60604

September 7, 2017

ATTN: Mr. Mohsen Farahany, PE

Subject: I-17-4306 Tollway Proposal


Dear Mr. Farahany,

As part of Rubinos & Mesia Engineers' team for the subject project, the original commitment for EDI on this project was 10%. Due to the negotiated scope of Survey and Environmental work, EDI's current participation fee is 9.09% (\$153,224.92), and is acceptable to us.

Please feel free to contact me should you have any questions.

Respectfully,

Environmental Design International inc.



Michael T. Ring, PLS, PS
Executive Vice President,
Operations & Strategy

L:\1335 Rubinos & Mesia\1335.xxx PSB 17-3 Item 11\01 Project Management\03 Correspondence\EDI Letter 2017.09.07.doc



GSG CONSULTANTS, INC.

Engineers, Scientists & Construction Managers

855 West Adams Street, Suite 200
Chicago, IL 60607
Integrity | Quality | Reliability

September 8, 2017

Mohsen Farahany
Rubinos & Mesia Engineers, Inc.
200 S. Michigan Avenue, Suite 1500
Chicago, IL 60604


Tollway Contract I-17-4306
DBE % Contribution

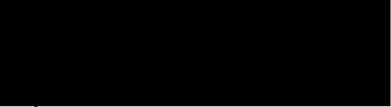
Dear Mr. Farahany:

GSG Consultants, Inc. (GSG) is under contract with RME for Tollway Contract I-17-4306 to perform geotechnical engineering services. Based on the final scope of work for this contract, GSG's participation will be \$63,789.20 which is 3.78% of the overall contract amount, which is acceptable.

Should you have any questions or require additional information, please call us at 312-733-6262.

Sincerely,


Dawn Edgell, P.E.
Senior Project Engineer


Ala E. Sassila, PhD, P.E.
Principal



September 7, 2017

Mr. Mohsen Farahany, P.E., S.E.
Vice President
RME Inc.
200 South Michigan, Suite 1500
Chicago, IL 60604


*Subject: Tri-State Tollway, Bridge Rehabilitation, Repairs, & Demolition, Various Locations
Phase II Engineering Services
I-17-4306*


Dear Mr. Farahany:

The purpose of this letter is to document Peralte-Clark, LLC's acceptance of a reduced commitment in fee for the subject contract. RME's commitment as stated in the Statement of Interest was 8% of the total contract amount. To the best of our understanding, a change in scope has triggered a reduction in fee to 7%. RME is committed to achieving the original minimum of 8 percent as the scope covered under a contingency amount of the contract becomes better defined.

We understand that in spite of this reduction in fee for Peralte-Clark, LLC, the current contract meets the overall DBE/MBE commitment to the Tollway.

Cordially,

PERALTE-CLARK, LLC 


Jean-Alix Peralte, P.E., PTOE
President



Aqua Vitae

September 8, 2017

Rubinos & Mesia Engineers, Inc.
Mohsen Farahany
200 S. Michigan Avenue, Ste. 1500
Chicago, IL 60604

Tri-State Tollway (I-294) Bridge Rehabilitation, Repairs and Demolition at Various Locations

Contract No.: I-17-4306

Aqua Vitae Project No.: 17-016

Dear Mohsen:

It is our understanding that the initial commitment for Aqua Vitae on this project was 4.0% but, due to the scope of the Erosion & Sediment Control work, the participation for our firm is currently 2.79% (\$47,000). This is acceptable to us. Please let me know if you have any questions or need additional information. I can be reached by phone at 847-239-4512 or by email at gparadoski@aquavitae.com.

Sincerely,
Aqua Vitae Engineering, LLC

[Redacted Signature]
Gary D. Paradoski, P.E.
President

Enclosure

1.4.11 Item 11. I-17-4306, 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 two or more construction packages as follows:

1. Bridge modifications to 55th Street, 47th Street, US 34 and 31st Street over I-294.
2. Rehabilitation of Wolf Road bridge over I-294.

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 251: 55th Street: one crossroad structure
- Bridge 255: 47th Street: one crossroad structure
- Bridge 265: US 34 Ogden Ave.: one crossroad structure
- Bridge 269: 31st Street: one crossroad structure

Construction estimate: Category B.

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.

Note: This instruction will disappear when all data is complete

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

Item # 11 I-17-4306 Tri-State Tollway, Bridge Rehabilitation, Repairs, & Demolition, Various Locations, Phase II Engineering Services.

Prime Consultant Information		Prime Contact Information (ONLY "1")			Diversity Information				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 Project Engineer / Resident Engineer (1)	Key Personnel Project Manager (1)	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee Remaining all Projects		
Rubinos & Mesia Engineers, Inc.	[REDACTED]	Farhad Rezal	312-970-6614	FRZAL@PRIME-1.com	Yes	No	88.00%	4.00%	Mohsen Farahany	Faiq Aqueel	\$ 4,037,864	\$ 3,976,864	\$ 591,567		
<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				Intentionally Left Blank					
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	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
Rubinos & Mesia Eng	[REDACTED]	John Clark	Drainage Design	847-485-8069	john.clark@peralte-clark.com	8.00%	N/A	N/A	N/A	N/A	No	No	African American	Male	No
Rubinos & Mesia Eng	[REDACTED]	S. Singh Rikhiraj, PE	Roadway Lighting	312-629-0240	singh@singhinc.com	4.00%	IL UCP	N/A	Cook County	N/A	No	No	Asian Indian	Male	No
Rubinos & Mesia Eng	[REDACTED]	Ala Sassia, PhD, PE	Geotechnical Engineer	312-733-6262	assalia@gsg-consultants.com	4.00%	IL UCP	N/A	City of Chicago	N/A	No	No	Hispanic	Male	No
Rubinos & Mesia Eng	[REDACTED]	Gary D. Paradoski, PE	Erosion Control / Drainage	847-239-4512	gparadoski@actua-ventures.com	4.00%	N/A	N/A	N/A	N/A	No	Yes	Caucasian	Male	No
Rubinos & Mesia Eng	[REDACTED]	William Fleming	Survey & Roadway Design	312-345-0464	bfleming@envdesign.com	10.00%	IL UCP	City of Chicago	City of Chicago	N/A	No	No	African-American	Female	No

Vendor Information

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I-17-4306

Vendor Information

Business Name **Rubinos & Mesia Engineers, Inc.**
 Owner **Dipak S Shah**
 Address **200 S. Michigan Ave. - STE 1500**
 > [Map This Address](#) **Chicago, IL 60604-3607**
 Phone **312-870-6600**
 Fax **312-663-1473**
 Email **Dshah@RME-i.com**
 Website **www.rme-i.com**

Certification Information

Certifying Agency **Cook County**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **4/24/2017**
 Renewal Date **4/24/2018**
 Expiration Date **4/24/2021**
 Certified Business Description **Professional Services: Engineering and Structural Engineering Consulting Services; Construction Inspection Services**

Commodity Codes

Code	Description
NAICS 541330	Construction engineering services
NAICS 541330	Engineering services
NAICS 541330	Engineers' offices

Additional Information

Customer Support

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DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUL 29 2013

Dipak S. Shah
Rubinos and Mesia Engineers, Inc.
200 S. Michigan Avenue, Suite 1500
Chicago, IL 60604

Dear Mr. Shah:

We are pleased to inform you that **Rubinos and Mesia Engineers, Inc.** has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **07/01/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual **No-Change Affidavit** is due by **07/01/2014, 07/01/2015, 07/01/2016, and 07/01/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **07/01/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **05/01/2018**.

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

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

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

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

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

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

NAICS Code(s):

- 541310 – Architectural (except landscape) Services**
- 541330 – Civil Engineering**
- 541330 – Construction Engineering Services**
- 541330 – Engineering Consulting Services**
- 541330 – Engineering Design Services**
- 541340 – Drafting Services**

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/dw

Vendor Information

I-17-4306

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Vendor Information

Business Name **Environmental Design International, Inc.**
 Owner **Ms. Leslie J Sawyer**
 Address **33 W. Monroe St., Ste. 1825**
 > [Map This Address](#) **Chicago, IL 60603**
 Phone **312-345-1400**
 Fax **312-345-0529**
 Email **lsawyer@envdesigni.com**
 Website **www.envdesigni.com**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **WBE - Women Business Enterprise**
 Certification Date **8/3/2017**
 Renewal Date **9/15/2018**
 Expiration Date **9/15/2019**
 Certified Business Description **NAICS 541330 Engineering services
 NAICS 541350 Building inspection services
 NAICS 541370 Surveying and mapping services (except geophysical)
 NAICS 541620 Environmental consulting services
 NAICS 561210 Facility Support Services
 NAICS 562910 Remediation Services**

Commodity Codes

Code	Description
NAICS 541330	Engineering services
NAICS 541350	Building inspection services
NAICS 541370	Surveying and mapping services (except geophysical)
NAICS 541620	Environmental consulting services
NAICS 561210	Facilities (except computer operation) support services
NAICS 562910	Remediation services, environmental

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Vendor Information

I-17-4306

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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

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DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

DEC 21 2016

Guillermo Garcia
GSG Consultants, Inc.
855 W. Adams, Suite 200
Chicago, IL 60607

Dear Guillermo Garcia:

We are pleased to inform you that **GSG Consultants, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **12/15/2021**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **12/15/2017, 12/15/2018, 12/15/2019, and 12/15/2020**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/15/2021**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/15/2021**.

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

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

- File your annual No-Change Affidavit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

DEC 21 2016

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

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

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

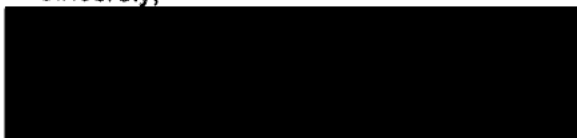
NAICS Code(s):

- 236220 - Construction management, commercial and institutional building**
- 237310 - Construction management, highway, road, street, bridge**
- 238910 - Soil testing drilling**
- 541330 - Civil engineering services**
- 541380 - Geotechnical testing laboratories or services**
- 541620 - Environmental Consulting Services**
- 541690 - Safety consulting services**

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

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

Sincerely,



Rich Butler
 First Deputy Procurement Officer
 RB/sg

A handwritten signature in the bottom right corner of the page.

Vendor Information

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I-17-4306

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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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Vendor Information

I-17-4306



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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DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUL 29 2013

Dipak S. Shah
Rubinos and Mesia Engineers, Inc.
200 S. Michigan Avenue, Suite 1500
Chicago, IL 60604

Dear Mr. Shah:

We are pleased to inform you that **Rubinos and Mesia Engineers, Inc.** has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **07/01/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual **No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual **No-Change Affidavit** is due by **07/01/2014, 07/01/2015, 07/01/2016, and 07/01/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **07/01/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **05/01/2018**.

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

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

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

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

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

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

NAICS Code(s):

- 541310 – Architectural (except landscape) Services**
- 541330 – Civil Engineering**
- 541330 – Construction Engineering Services**
- 541330 – Engineering Consulting Services**
- 541330 – Engineering Design Services**
- 541340 – Drafting Services**

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/dw



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

NOV - 7 2016

Ms. Leslie J. Sawyer
Environmental Design International, Inc.
33 West Monroe Street, Suite 1825
Chicago, IL 60603

Dear Leslie J. Sawyer:

REVISED

We are pleased to inform you that **Environmental Design International, Inc.**, has been recertified as a **Minority-Owned Business Enterprise ("MBE")** and **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **9/15/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **9/15/2017**, and **9/15/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **9/15/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **7/15/2019**.

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

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

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

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

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

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

NAICS Code(s):

541330 - Engineering Services

541350 - Building Inspection Services

541370 - Surveying and Mapping Services (except geophysical)

541620 - Environmental Consulting Services

561210 - Facility Support Services

562910 - Remediation Services

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

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

Sincerely,



Rich Butler
First Deputy Procurement Officer

RB/cm





February 10, 2017

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

Dear Mr. Garcia:

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

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

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

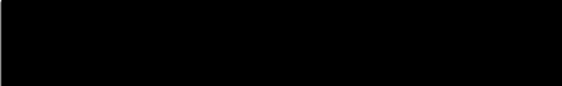
Your firms name will appear in the IL UCP directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed at www.metrarail.com under the Business Diversity DBE link. Your firm's name will appear in the IL UCP DBE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

NAICS Code: 541620, 541330, 238910, 541690

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

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

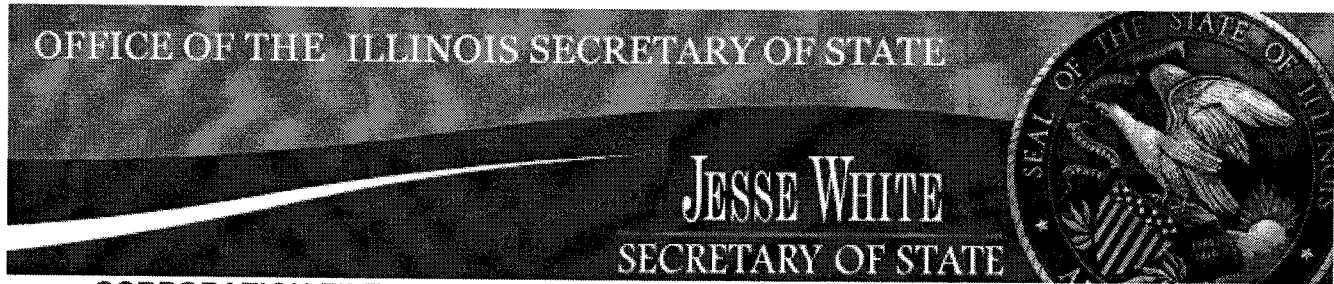
Sincerely,


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

JRT:ms/kb

MS

I-17-4306



CORPORATION FILE DETAIL REPORT

File Number	52654092		
Entity Name	RUBINOS AND MESIA ENGINEERS, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	02/16/1982	State	ILLINOIS
Agent Name	RICHARD W KUHN	Agent Change Date	06/21/2007
Agent Street Address	552 S WASHINGTON #100	President Name & Address	DIPAK S SHAH 200 S MICHIGAN AVE STE 1500 CHICAGO 60604
Agent City	NAPERVILLE	Secretary Name & Address	FARHAD REZAI SAME
Agent Zip	60540	Duration Date	PERPETUAL
Annual Report Filing Date	02/14/2017	For Year	2017

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

(One Certificate per Transaction)

OTHER SERVICES

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

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:27 09/15/17

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/15/17 AT 14:42 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.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:27 09/15/17

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/15/17 AT 14:42 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.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:27 09/15/17

ACTION: S

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/15/17 AT 14:43 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.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:27 09/15/17

ACTION: S

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/15/17 AT 14:48 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.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:27 09/15/17

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/15/17 AT 14:48 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:27 09/15/17

ACTION: S

VENDOR NUMBER= *****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 09/15/17 AT 14:49 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.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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, Repairs & Demolition, Various Locations Project/Solicitation Number: I-17-4306

Name of Prime Vendor: Rubinos & Mesia Engineers, Inc. VOSB Compliance Contact: Farhad Rezai, SE, PE

Address: 200 S. Michigan Ave., Suite 1500

City: Chicago State: Illinois Zip Code: 60604

Telephone: 312-870-6600 Fax: 312-663-1473 Email: FRezai@RME-i.com

Name of Certified VOSB Vendor: Aqua Vitae Engineering, LLC

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

City: Arlington Heights State: IL Zip Code: 60005

Telephone: 847-239-4512 Fax: N/A Email: gparadoski@aqua-vitaegroup.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: October 2017


Proposed 4.00 % 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:

Erosion Control/Drainage

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):


Signature: 

Print Name: Farhad Rezai, SE, PE

Title: Executive Vice President

Date: 6/22/2017

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


Signature: 

Print Name: Gary D. Paradoski, P.E.

Title: President

Date: 6/22/2017



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

Bruce Rauner, Governor

December 14, 2016

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

Dear Business Owner:

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

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

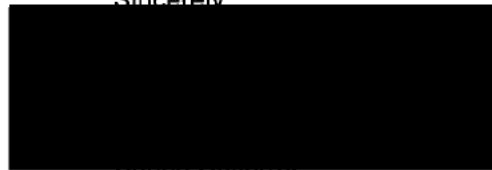
Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Veteran Owned Small Business (VOSB) goal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

NIGP 92517: CIVIL ENGINEERING

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

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

Sincerely,



James S. [Redacted]
Certification Manager
Veteran Business Program

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Rubinos & Mesia Engineers, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
200 S. Michigan Ave., Suite 1500

6 City, state, and ZIP code
Chicago, IL 60604

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

OR

Employer identification number

Part II Certification

Under penalties of perjury, 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. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ _____ Date ▶ **02/21/2017**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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:	Mohsen Farahany ✓		
Firm:	RME		
Category:	IL Licensed Professional Engineer		
License #:	062-043875		
Year Registered:	1987	State:	IL
Office Address:	200 S. Michigan Ave.		
City:	Chicago	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:	Faiq Aqueel ✓		
Firm:	RME		
Category:	IL Licensed Professional Engineer		
License #:	062-051157		
Year Registered:	1997	State:	IL
Office Address:	200 S. Michigan Ave.		
City:	Chicago	State:	IL

Roadway Engineer (Items 1–9, 14, 15, 23, 30–33)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Structural Engineer (Items 1–11, 23, 30–33)			
Name:	Thomas Harroun ✓		
Firm:	RME		
Category:	IL Licensed Structural Engineer		
License #:	081-007637		
Year Registered:	2015	State:	IL
Office Address:	200 S. Michigan Ave.		
City:	Chicago	State:	IL

Roadway QC/QA (Items 1–15 & 31–33)			
Name:	Farhad Rezai / Raymond Mesina ✓		
Firm:	RME		
Category:	IL Licensed Professional Engineer		
License #:	062-044201 / 062-056722		
Year Registered:	1992 / 2003	State:	IL
Office Address:	200 S. Michigan Ave.		
City:	Chicago	State:	IL

Structures QC/QA (Items 1–15 & 31–33)			
Name:	Farhad Rezai / Bernardo Remo ✓		
Firm:	RME		
Category:	IL Licensed Structural Engineer		
License #:	081-004991 / 081-004815		
Year Registered:	1992 / 1990	State:	IL
Office Address:	200 S. Michigan Ave.		
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 **RUBINOS & MESIA ENGINEERS, INC.**, a **corporation** authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **September 5, 2017**, to provide design section engineering services for Contract No. **I-17-4306** for **Tri-State Tollway, Bridge Rehabilitation, Repairs & Demolition in 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 11**, 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-17-4306** for **Tri-State Tollway, Bridge Rehabilitation, Repairs & Demolition in Various Locations** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **September 5, 2017**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

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

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

ARTICLE II

Time of Performance

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

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

ARTICLE III

Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as shown in Exhibit "1") with an upper limit of compensation of **Two Million, Seven Hundred Fifteen Thousand, Five Hundred Dollars and No Cents (\$2,715,500.00)**. 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. **Rubinos & Mesia Engineers, 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,

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

ARTICLE XII

Suspension

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

ARTICLE XIII

Termination

A. Termination Without Cause

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

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

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

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

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

B. Termination for Cause

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

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

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

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

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Record Retention and Audit

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

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

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

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

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

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

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

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

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **Rubinos & Mesia Engineers, Inc., 200 S. Michigan Ave., Suite 1500, Chicago, Illinois 60604**, 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-17-4306 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

RUBINOS & MESIA ENGINEERS, INC.



Chair/Executive Director - Signature Date
Robert Schillerstrom/Greg Bedalov 10/25/17

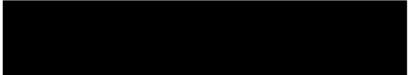


President - Signature Date
09/20/2017

DIPAK S. SHARMA
Printed Name as Signed Above

APPROVED:


Chief Financial Officer - Signature Date
Michael Colsch 10/23/17

APPROVED:


General Counsel - Signature Date
Elizabeth Oplawski 10/20/17
Acting

Approved as to Form and Constitutionality


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

DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER I-17-4306

This proposal, dated September 5, 2017, is submitted by Rubinos & Mesia Engineers, Inc. of Chicago, IL for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-17-4306 for which we propose to provide Design Section Engineering Services is Tri-State Tollway, Bridge Rehabilitation, Bridge Repairs, Bridge Demolition, Various Locations, in Various County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

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

RESPONSIBILITY

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

FEE PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

Promotions resulting in labor rate increases will only be permitted if the promotion occurs on this project to a pre-approved contract position. Employees promoted within the company will not be entitled to a rate increase on this project beyond the rate

appropriate for the services being performed by the employee. Any increase will be at the date of the approved promotion.

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

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

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

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

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

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

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

The ADDITIONAL SERVICES PROVISION (if any) included in this proposal (see *Exhibit B*) will be for the sole purpose of funding increases in the Scope of Work, which have been identified as potential extra services prior to the start of work. The additional

services funds will not be used to cover costs for items included in the original Scope of Design Engineering Services. The authorization for the use of the Additional Services Funds must be in writing from the Chief Engineering Officer of the TOLLWAY.

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 2,715,500.00 (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-17-4306

SUBMITTED BY:

FIRM NAME: Rubinos & Mesia Engineers, Inc.

ADDRESS: 200 S. Michigan Ave., Suite 1500

**CITY, STATE &
ZIP CODE:** Chicago, IL 60604

TELEPHONE: 312-870-6600

FACSIMILE: 312-663-1473

SIGNED BY:



PRINTED NAME: Mohsen Farahany, SE, PE

TITLE: Principal/ Sr. Project Manager

ILLINOIS TOLLWAY CONTRACT NO.:

I-17-4306

CONTRACTOR (NAME):

Rubinos & Mesia Engineers, Inc.

1. PAYMENT TERMS AND CONDITIONS:

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

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

3. AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant to the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final

Illinois Tollway Standard Business Terms and Conditions Page 1

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EXHIBIT "1"
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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:



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

Date: 08/17/2017

Project Number: I-17-4306

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

DELINQUENT DEBT REVIEW

**CONTRACTOR/
CONSULTANT**

Sub Consultant Disclosure.

Will you be using any sub-consultants? Yes No

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

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

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

Consultant: Rubinos & Mesia Engineers, Inc.

Federal Employment Identification Number (FEIN)



E-Mail: MFarahany@RME-i.com

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

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

<u>Sub-Consultant(s)</u>	<u>Sub-Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Percentage of Contract (to extent known)</u>
EDI		33 W. Monroe, Suite 1825, Chicago, IL 60603	Survey	10.00%
Singh		230 W Monroe, Suite 1400, Chicago, IL 60606	Roadway Lighting	4.00%
GSG		855 W Adams, Suite, 200, Chicago, IL 60607	Geotech	4.00%
Peralte-Clark		1601 West Colonial Parkway, Inverness, IL 60067	Drainage	8.00%
AVE		125 S Burton Pl, Arlington Heights, IL 60005	Erosion Control/Drainage	4.00%

Signature:
Printed Name: Mohsen Farahany, SE, PE-Sr Vice President

Date: 8/17/2017

**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: Rubinos & Mesia Engineers, Inc.

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: [REDACTED]

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"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: [REDACTED]

Date: August 17, 2017

Certificate of Registration



Registration No. 12476

Rubinos & Mesia Engineers, Inc

200 South Michigan Avenue

Suite 1500

Chicago IL 60604

Information for this business last updated on:

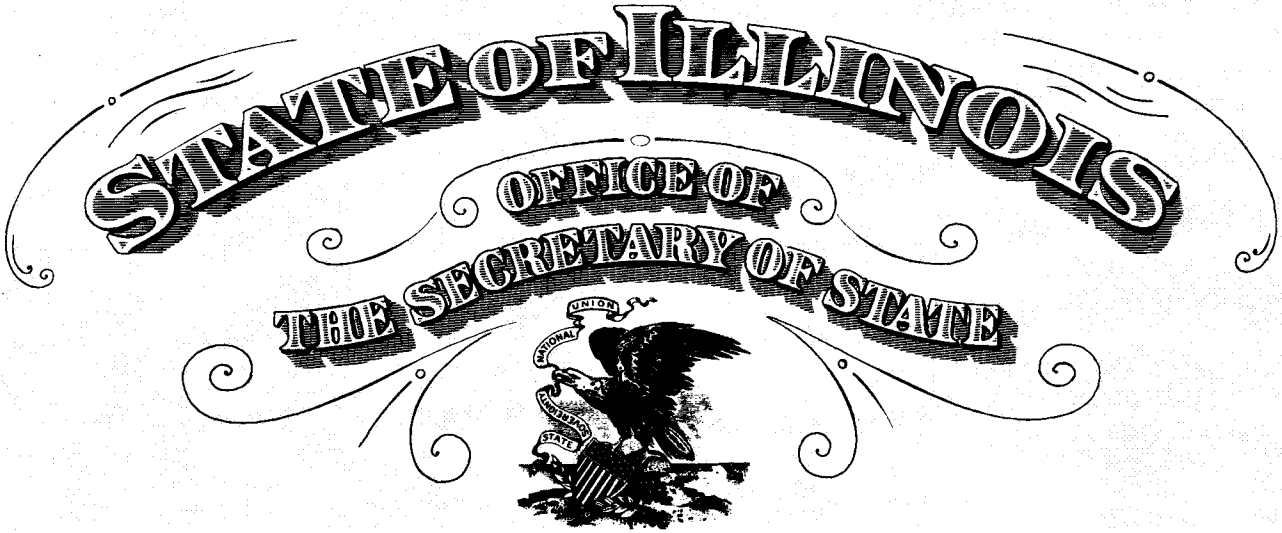
Wednesday, August 12, 2009

Certificate produced on Thursday, September 17, 2009 at 10:25
AM



EXHIBIT "1"

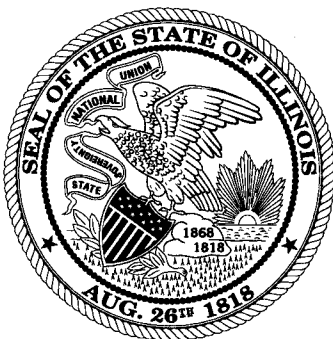
Page 19 of 230



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

RUBINOS AND MESIA ENGINEERS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 16, 1982, 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 14TH day of FEBRUARY 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
---------	----------------	-------	-----------------	-------------------	----------	---------	----------------	-------------	---------------

Rubinos & Mesia Engineers, Inc.







System Vendor Number: 20061326

[Return to Main Form](#)

Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	1/3/2017
STATUS	Accepted
BUSINESS NAME	Rubinos & Mesia Engineers, Inc.
POINT OF CONTACT	DIPAK SHAH
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	
2. NAME OF CEO/BUSINESS OWNER	Dipak S. Shah	
3. ANNUAL SALES/GROSS RECEIPTS	13,600,000.00	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	02/16/1982	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Dipak S. Shah	
CONTACT PERSON TITLE	President	
CONTACT PERSON PHONE	312-870-6600	
CONTACT PERSON EMAIL	DShah@RME-i.com	

B. Additional Information

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

Vendor Registration: View Form

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

Rubinos & Mesia Engineers, Inc.

System Vendor Number: 20061326

[Return to Main Form](#)

Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	1/3/2017
STATUS	Accepted
BUSINESS NAME	Rubinos & Mesia Engineers, Inc.
POINT OF CONTACT	DIPAK SHAH
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 Yes

Additional Information

STAFF ATTACHED FILE(S)

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- Site Visits
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Rubinos & Mesia Engineers, Inc.

System Vendor Number: 20061326

[Return to Main Form](#)

Vendor Registration

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	1/3/2017
STATUS	Accepted
BUSINESS NAME	Rubinos & Mesia Engineers, Inc.
POINT OF CONTACT	DIPAK SHAH
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	80	<input type="checkbox"/>
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 99104-00	<input type="checkbox"/>

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	<input type="checkbox"/>
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Additional Information

STAFF ATTACHED FILE(S)

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[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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Rubinos & Mesia Engineers, Inc.


System Vendor Number: 20061326

Return to Main Form

Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	1/3/2017
STATUS	Accepted
BUSINESS NAME	Rubinos & Mesia Engineers, Inc.
POINT OF CONTACT	<u>DIPAK SHAH</u>
FLAG FORM	<u>Add Flag</u>


F. Certifications

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


Yes

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


N/A

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

Yes

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

Yes

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

Yes

EXHIBIT "1"

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

EXHIBIT "1"

Page 25 of 230

Yes

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

Yes

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

N/A

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

EXHIBIT "1"

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

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

N/A

G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

12476

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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- Registrations

Rubinos & Mesia Engineers, Inc.


System Vendor Number: 20061326

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Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	1/3/2017
STATUS	Accepted
BUSINESS NAME	Rubinos & Mesia Engineers, Inc.
POINT OF CONTACT	<u>DIPAK SHAH</u>
FLAG FORM	Add Flag

H. Iran Disclosure

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

No business operations to disclose.

Additional Information

STAFF ATTACHED FILE(S)

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STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22040506

Procurement/Contract #: I-17-4306 – Tri-State Tollway

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 #: 20061326 IPG Expiration Date: 01/09/2018

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

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

5. Disclosure of Current and Pending Contracts

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

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

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

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

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: Rubinos & Mesia Engineers, Inc.

Phone: 312-870-6600

Street Address: 200 S. Michigan Ave., Ste. 1500

Email: DShah@RME-i.com

City, State, Zip: Chicago, IL 60604

Vendor Contact: Dipak S. Shah

Signature: 

Date: 08/17/2017

Printed Name: Dipak S. Shah

Title: President

Disclosure of other contracts and procurement related information



Rubinos & Mesia Engineers, Inc.

Agency/ University	Project Title	Status	Value	Contract Reference/P.O./ Illinois Procurement Bulletin #
Illinois Tollway	I-90 and Systemwide, Design Services Upon Request.	Active	\$5,750,000	I-14-4196
Illinois Tollway	EOWA, I-294 to I-90 Tri-State and Franklin/Green St. Phase II	Active	\$1,224,864	I-15-4656
Illinois Tollway	I-90 and Systemwide CM Services Upon Request	Active	\$10,000	I-16-4249
Illinois Tollway	I-88, Roadway Resurfacing, US Route 30 to US 52 / Construction Management Services.	Active	\$232,554	RR-13-5660
Illinois Tollway	I-57 Interchange Construction Upon Request	Active	\$90,000	I-12-4054
IDOT	FAP 344 (IL 83) at IL 171 (Archer Av) South Junction – IDOT DISTRICT 1.	Active	\$451,637	D-91-340-14
IDOT	FAI-55 from I-94 to US 41, Bridge Replacement.	Active	\$1,330,000	157-003 / D-91-002-11
IDOT	Phase I, II and III – 110 mph Track Survey/Design for Chicago to St. Louis High Speed Rail	Active	\$1,588,000	890-172 / D-30-002-11
NEIU	Parking Paving & Deck Repair Engineering Services	Active	DUR	00-6000-0116
UIC	Advance Chemical and Technology Building.	Active	\$317,500	PSS632C13014
UIC	Structural Retainer	Active	DUR	600-C16004
UIUC	Civil Engineer FY14 Retainer.	Active	DUR	U14R07
UIUC	Ikenberry Commons Residence Halls	Active	\$140,000	PSSU12197
UIUC	Energy Performance Project – MRL and MNTL Buildings	Active	\$150,000	PSSU14076
UIUC	Integrated Bioprocessing and Research Laboratory	Active	\$63,000	830-101-332
UIUC	Everitt Laboratory Renovation	Active	\$230,000	PSSU14088
UIUC	Armory Building-South Ext Envelope	Active	\$62,250	PSSU14110
UIC	Parking Lots 1A & 1 B Rehabilitations	Active	\$69,700	699-C15005
UIC	Paulina Street Parking Structure Repairs	Active	\$80,000	926-C15006

Vendor Registration: View

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Rubinos & Mesia Engineers, Inc.

System Vendor Number: 20061326

Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	1/3/2017
STATUS	Accepted
REVIEWER	Stephanie Hill
DATE REVIEWED	1/9/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	1/9/2018
FLAG FORM	Add Flag

Settings

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

Entity Information

BUSINESS NAME	Rubinos & Mesia Engineers, Inc.
CONTACT FOR THIS SUBMISSION	DIPAK SHAH (change contact)
PRIMARY CONTACT EMAIL	Dshah@RME-i.com
PHONE	312-870-6600
FAX	312-663-1473
COMPANY EMAIL	Dshah@RME-i.com
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	200 S. Michigan Ave. - STE 1500 Chicago, IL 60604 [edit address]

Vendor Registration: View Form

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

Rubinos & Mesia Engineers, Inc. System Vendor Number: 20061326

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	1/3/2017
STATUS	Accepted
BUSINESS NAME	Rubinos & Mesia Engineers, Inc.
POINT OF CONTACT	<u>DIPAK SHAH</u>
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 100

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? 100

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 100

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? 100

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. <u>IPG Percentage of Ownership and Distributive Income Form.pdf</u> (PDF, 83.87 KB)	Attached by DIPAK SHAH on 1/3/2017

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1. 100

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 100

EXHIBIT "1"

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

Not applicable - For-Profit Entity

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

No

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

No

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

No

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

No

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

No

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

No

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

EXHIBIT "1"

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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

EXHIBIT "1"

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

Vendor Name: Rubinos and Mesia Engineers, Inc.

DBA: Rubinos & Mesia Engineers, Inc.

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
Dipak S. Shah	200 S. Michigan Ave., Suite 1500 Chicago, IL 60604	51%	Click here to enter text.	51%	Click here to enter text.
Farhad Rezaei	200 S. Michigan Ave., Suite 1500 Chicago, IL 60604	29%	Click here to enter text.	29%	Click here to enter text.
Mohsen Farahany	200 S. Michigan Ave., Suite 1500 Chicago, IL 60604	20%	Click here to enter text.	20%	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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2017

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

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

PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378		FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
INSURED Rubinos & Mesia Engineers Inc. 200 S Michigan Ave, Ste 1500 Chicago, IL 606042402	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Charter Oak Fire Insurance Company		25615
	INSURER B: Travelers Property Casualty Company of Ame		25674
	INSURER C: Travelers Indemnity Company		25658
	INSURER D: Phoenix Insurance Company		25623
	INSURER E: Lexington Insurance Company		19437
INSURER F:			


COVERAGES **CERTIFICATE NUMBER:** W3293056 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	6800J754771	05/09/2017	04/03/2018	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	BA7470L109	05/09/2017	04/03/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP6307Y33A	05/09/2017	04/03/2018	EACH OCCURRENCE \$ 2,000,000
						AGGREGATE \$ 2,000,000
						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	UB6648Y608	04/03/2017	04/03/2018	<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
E	Professional Liability		061853721	05/09/2017	04/03/2018	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Tollway Contract Number I-17-4306.

Illinois Tollway is included as an Additional Insured as respects to General Liability and Auto Liability, as required by written contract.

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 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. BLANKET ADDITIONAL INSURED</p> <p>B. EMPLOYEE HIRED AUTO</p> <p>C. EMPLOYEES AS INSURED</p> <p>D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</p> <p>E. TRAILERS – INCREASED LOAD CAPACITY</p> <p>F. HIRED AUTO PHYSICAL DAMAGE</p> <p>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</p> | <p>H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT</p> <p>I. WAIVER OF DEDUCTIBLE – GLASS</p> <p>J. PERSONAL EFFECTS</p> <p>K. AIRBAGS</p> <p>L. AUTO LOAN LEASE GAP</p> <p>M. BLANKET WAIVER OF SUBROGATION</p> |
|--|---|

A. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

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

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.2., Limit Of Insurance, of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Contract Information Sheet

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

Consultant Name: *Rubinos & Mesia Engineers, Inc.*

Contract Number: *I-17-4306*

Proposal Date: *9/5/2017*

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-17-4306

Consultant: Rubinos & Mesia Engineers, 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		Grand Total Exhibit A Hours	
Bridge Repair at 47th St. over I-294													96	96	192
Bridge Repair at 47th St. over Flag Creek													44	44	88
Bridge Repair at Wolf Rd over I-294													95	95	190
O'Hare Oasis Bridge Removal													155	155	310
Administration, QAQC, Coordination													40	40	80
TOTALS													430	430	860

Contract Number: I-17-4306

Consultant: Rubinos & Mesia Engineers, 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 Repair at 47th St. over I-294	96	96	96	96	96	96	96	96	96	96	96	96	1152
Bridge Repair at 47th St. over Flag Creek	44	44	44	44	44	44	44	44	44	44	44	44	528
Bridge Repair at Wolf Rd over I-294	95	95	95	95	95	95	95	95	95	95	95	95	1140
O'Hare Oasis Bridge Removal	155	155	155	155	155	155	155	155	155	155	155	155	1860
Administration, QAQC, Coordination	30	30	30	30	30	30	30	30	30	30	30	30	360
TOTALS	420	420	420	420	420	420	420	420	420	420	420	420	5040

Contract Number: I-17-4306

Consultant: Rubinos & Mesia Engineers, 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 Repair at 47th St. over I-294	96	96	94											286
Bridge Repair at 47th St. over Flag Creek	44	44	42											130
Bridge Repair at Wolf Rd over I-294	95	95	90											280
O'Hare Oasis Bridge Removal	155	155	126											436
Administration, QA/QC, Coordination	30	30	30	30	30	30	30	30	30	30	30	30	30	360
TOTALS	420	420	382	30	30	30	30	30	30	30	30	30	30	1492

Contract Number: I-17-4306

Consultant: Rubinos & Mesia Engineers, 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 Repair at 47th St. over I-294																	
Bridge Repair at 47th St. over Flag Creek																	
Bridge Repair at Wolf Rd over I-294																	
O'Hare Oasis Bridge Removal																	
Administration, QAQC, Coordination	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	480
TOTALS	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	480

Contract Number: I-17-4306

Consultant: Rubinos & Mesia Engineers, 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 Repair at 47th St. over I-294																
Bridge Repair at 47th St. over Flag Creek																
Bridge Repair at Wolf Rd over I-294																
O'Hare Oasis Bridge Removal																
Administration, QAQC, Coordination	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
TOTALS	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5

Contract Number: I-17-4306

Consultant: Rubinos & Mesia Engineers, 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 Repair at 47th St. over I-294															
Bridge Repair at 47th St. over Flag Creek															
Bridge Repair at Wolf Rd over I-294															
O'Hare Oasis Bridge Removal															
Administration, QAQC, Coordination	5	5	5	5	5	5	5	3	2	2					42
TOTALS	5	5	5	5	5	5	5	5	3	2	2				42

Contract No.: I-17-4306

Consultant: Rubinos & Mesia Engineers, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} \underline{7,974.00} \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ \quad 52.03 \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \quad \underline{414,887.22}$$

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 \$ 1,161,684.22

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$16,597.16

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 507,218.62

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

TOTAL SERVICES BY OTHERS \$ 507,218.62

D. ADDITIONAL SERVICES (Prime Consultant)

\$ 730,000.00

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

\$ 300,000.00

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ 1,030,000.00
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 2,715,500.00

Contract No.: I-17-4306 Consultant: Rubinos & Mesia Engineers, Inc.

Date: 9/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 11/9/2017
 RAISE DATE: 4/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

11/9/2017	-	3/31/2018	5.0	60.0	8.33%	Factor First Period
4/1/2018	-	3/31/2019	12.0	60.0	20.00%	Escalation Factor Second Period
4/1/2019	-	3/31/2020	12.0	60.0	20.00%	Escalation Factor Third Period
4/1/2020	-	3/31/2021	12.0	60.0	20.00%	Escalation Factor Fourth Period
4/1/2021	-	3/31/2022	12.0	60.0	20.00%	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

4/1/2022	-	10/31/2022	7.0	60.0	11.67%	Escalation Factor Sixth Period
	-		60.0	60.0		Escalation Factor Seventh Period
	-		60.0	60.0		Escalation Factor Eighth Period
	-		60.0	60.0		Escalation Factor Ninth Period
	-		60.0	60.0		Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4306

Consultant: Rubinos & Mesia Engineers, Inc.

Date: 9/5/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										<u>DIRECT COST</u>	
										<u>OVERTIME PREMIUM</u>	
										Total Estimated O/T Hours:	
										7,974.00	
										Average Premium O/T Hourly Rate:	
										\$52.03	
										Total Overtime Premium:	
										\$414,887.22	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	350.00					
No	Project Manager	\$40.00	\$70.00								
No	Senior Engineer/Planner	\$40.00	\$70.00	\$60.00	\$60.00	2,480.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$49.00	\$49.00	2,400.00					
No	Staff Engineer/Planner	\$20.00	\$40.00								
No	Engineer /Accountant	\$20.00	\$60.00	\$45.00	\$45.00	844.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$40.00	\$40.00	900.00					
No	Technical Specialist	\$15.00	\$50.00								
No	Architect	\$30.00	\$70.00	\$50.00	\$50.00	1,000.00					
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
No	Admin/Clerical	\$8.25	\$40.00								

EXHIBIT "1"

Contract No.: I-17-4306

Consultant: Rubinos & Mesia Engineers, Inc.

Date: 9/5/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
✓ Principal	Principal	Mohsen M. Farahany, SE, PE	\$50 - \$70
	Principal	Farhad Rezai, SE, PE	
Project Manager			\$40 - \$70
✓ Senior Engineer/Planner	Project Engineer	Faiq Aqueel, PE, PTOE	\$40 - \$70
		Patrick Hodina, PE	
Resident Engineer			\$40 - \$70
✓ Project Engineer/Planner	Senior Engineer	Patrick E. Haavig, PE	\$25 - \$60
		Raymond Mesina, PE	
		Babu M. Patel, PE	
		Ella Vaysman	
		Thomas Harroun, SE, PE	
		Bernardo Remo, SE, PE	
Staff Engineer/Planner			\$20 - \$40
✓ Engineer /Accountant	Civil Engineer	Praveen Kaini, PE	\$20 - \$60
		Michael Ready, PE	
		Javed Hussain	
Senior Technical Specialist	Sr. Cadd Techician	Algis Vasonis	\$25 - \$60
		Victoria Alvarez	
Technical Specialist			\$15 - \$50
✓ Architect	Project Architect	Ted Witte AIA, LEED AP	\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: I-17-4306 Consultant: Rubinos & Mesia Engineers, 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

Printing	
Rental Equipment (Impact Attenuator Truck & Bucket Truck) \$6,550.00	

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 16,597.16

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: Rubinos & Mesia Engineers, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: See Below

Project Manager: See Below

Project Engineer: / Faiq Aqueel, PE, PTOE

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Patrick E. Haavig, PE

Project Structural Engineer: / Thomas Harroun, SE, PE

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: / Mohsen M. Farahany, SE, PE

Classification: Principal & Sr. Project Manager

Name: / Farhad Rezai, SE, PE

Classification: Principal & QA/QC Manager

Name: / Raymond Mesina, PE

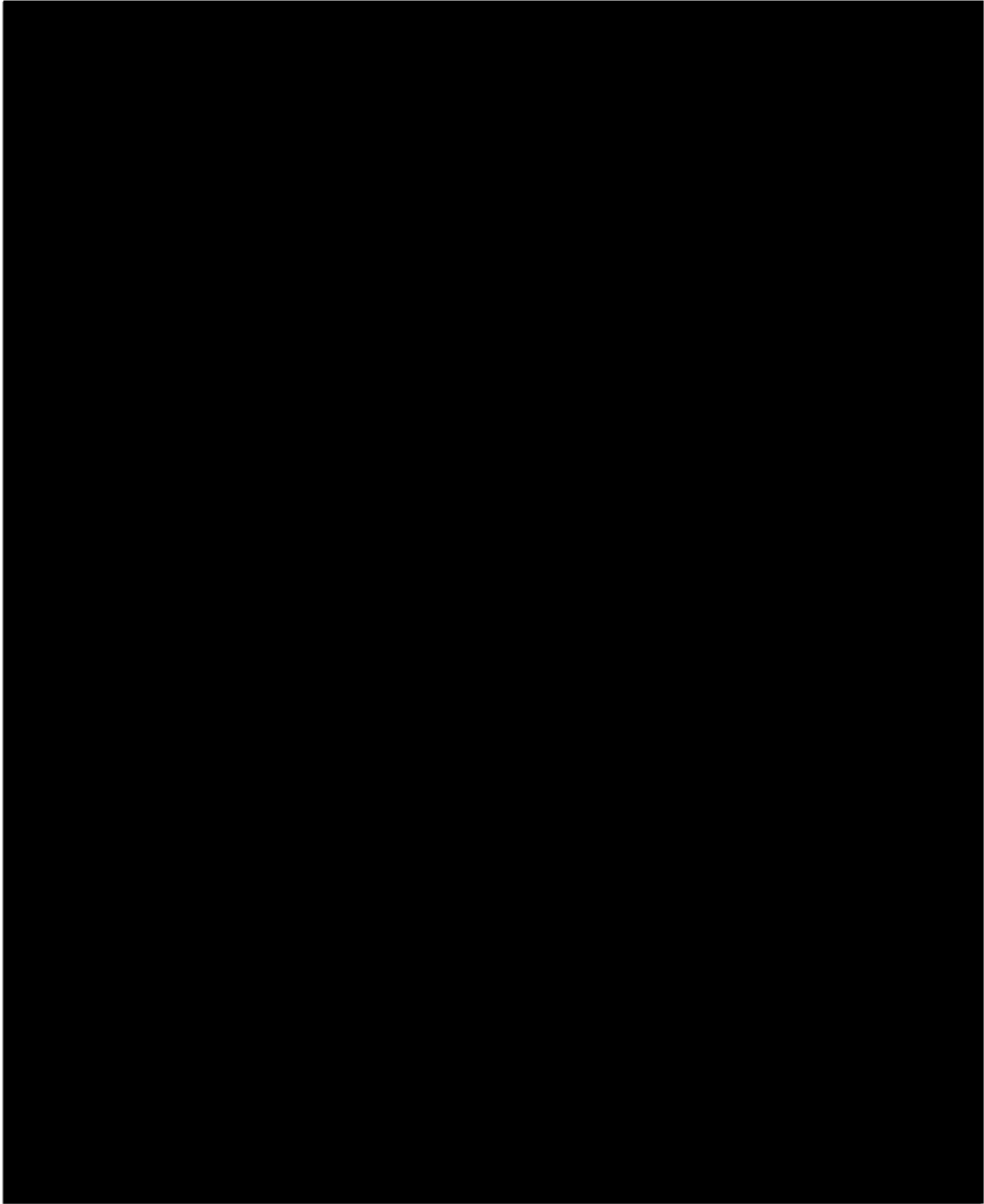
Classification: QA/QC Reviewer Roadway

Name: / Bernardo Remo, SE, PE

Classification: QA/QC Reviewer Structures

Faiq Aqueel, PE, PTOE
Project Engineer

R M E

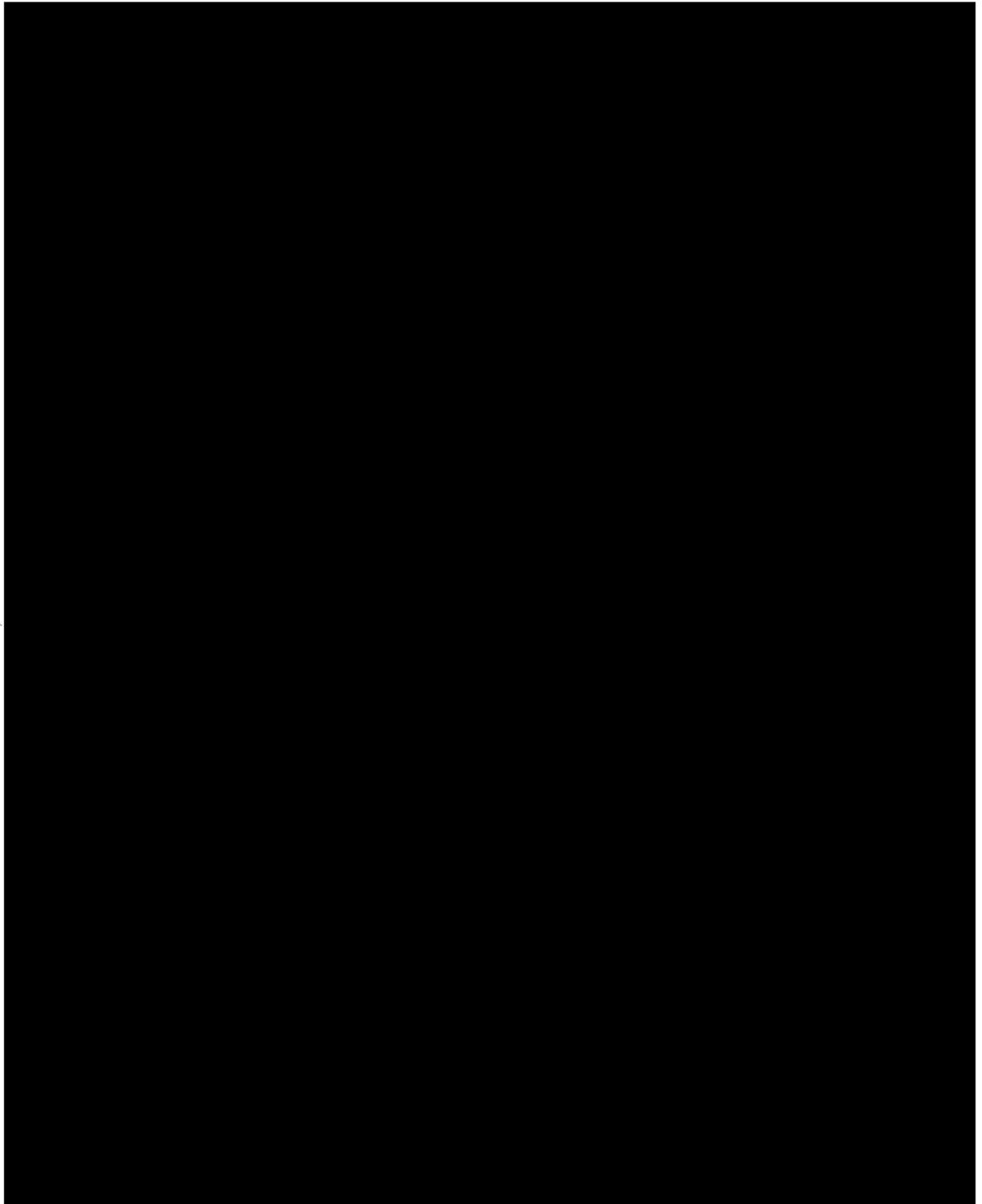


Faiq Aqueel, PE, PTOE
Page 2 of 2

RME

Patrick E. Haavig, PE
Leader Roadway Design

R M E

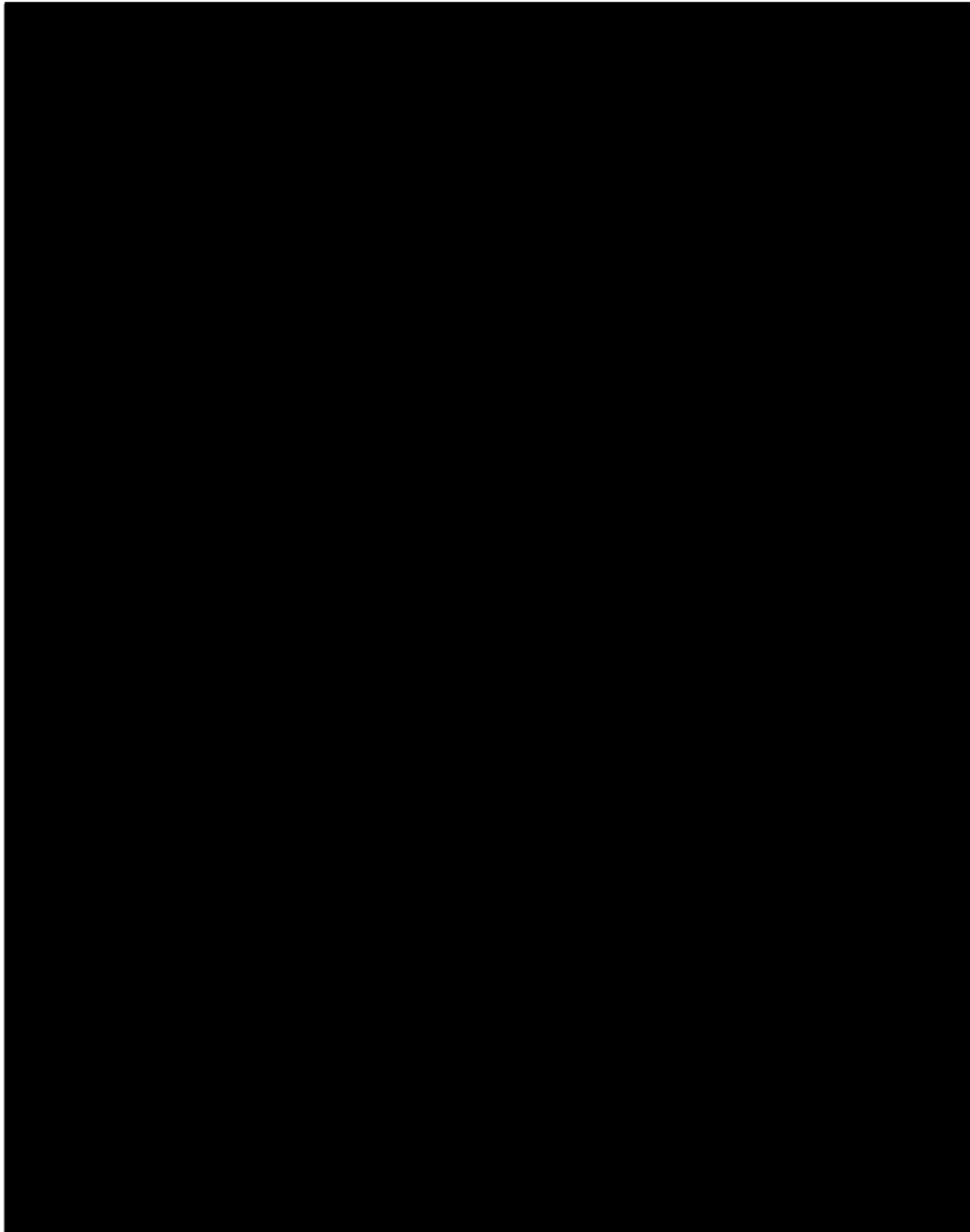


Patrick E. Haavig, P.E.
Page 2 of 2

R M E

Thomas Harroun, SE, PE
Leader Structural Design

RME

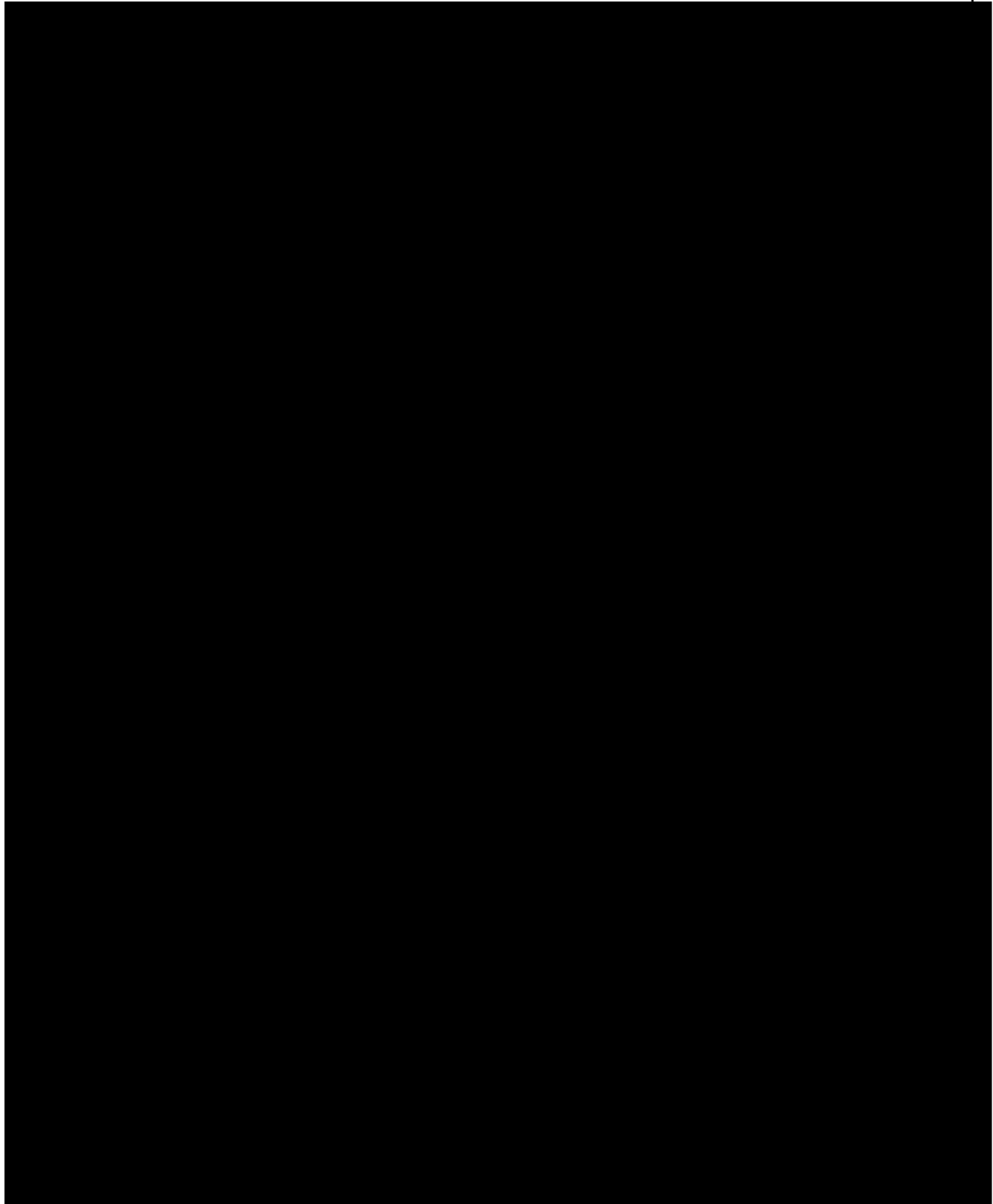


Thomas Harroun, SE, PE
Page 2 of 2

RME

Mohsen M. Farahany, SE, PE
Principal / Project Manager

R M E

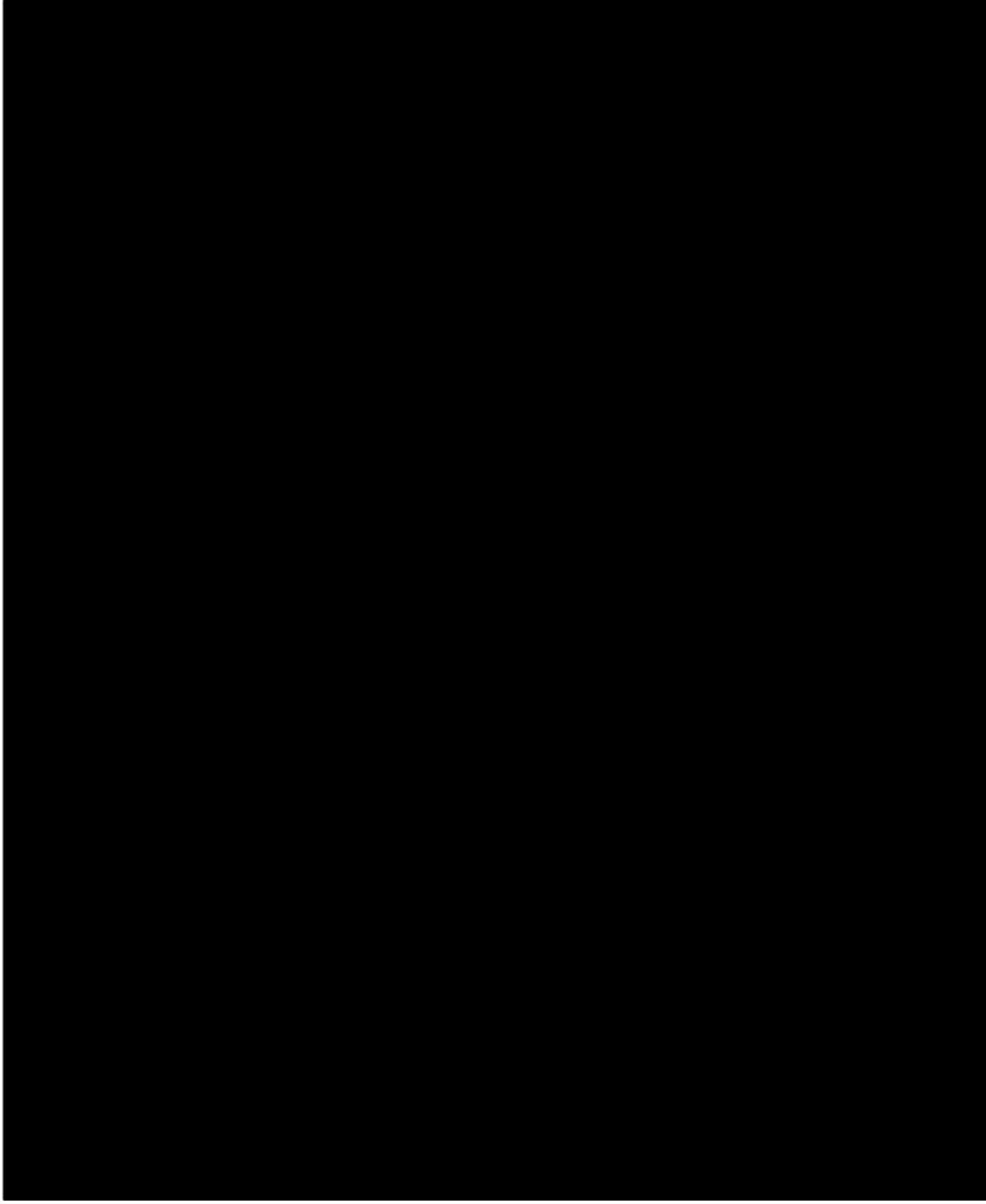


Mohsen M. Farahany, SE, PE
Page 2 of 2

R | M | E

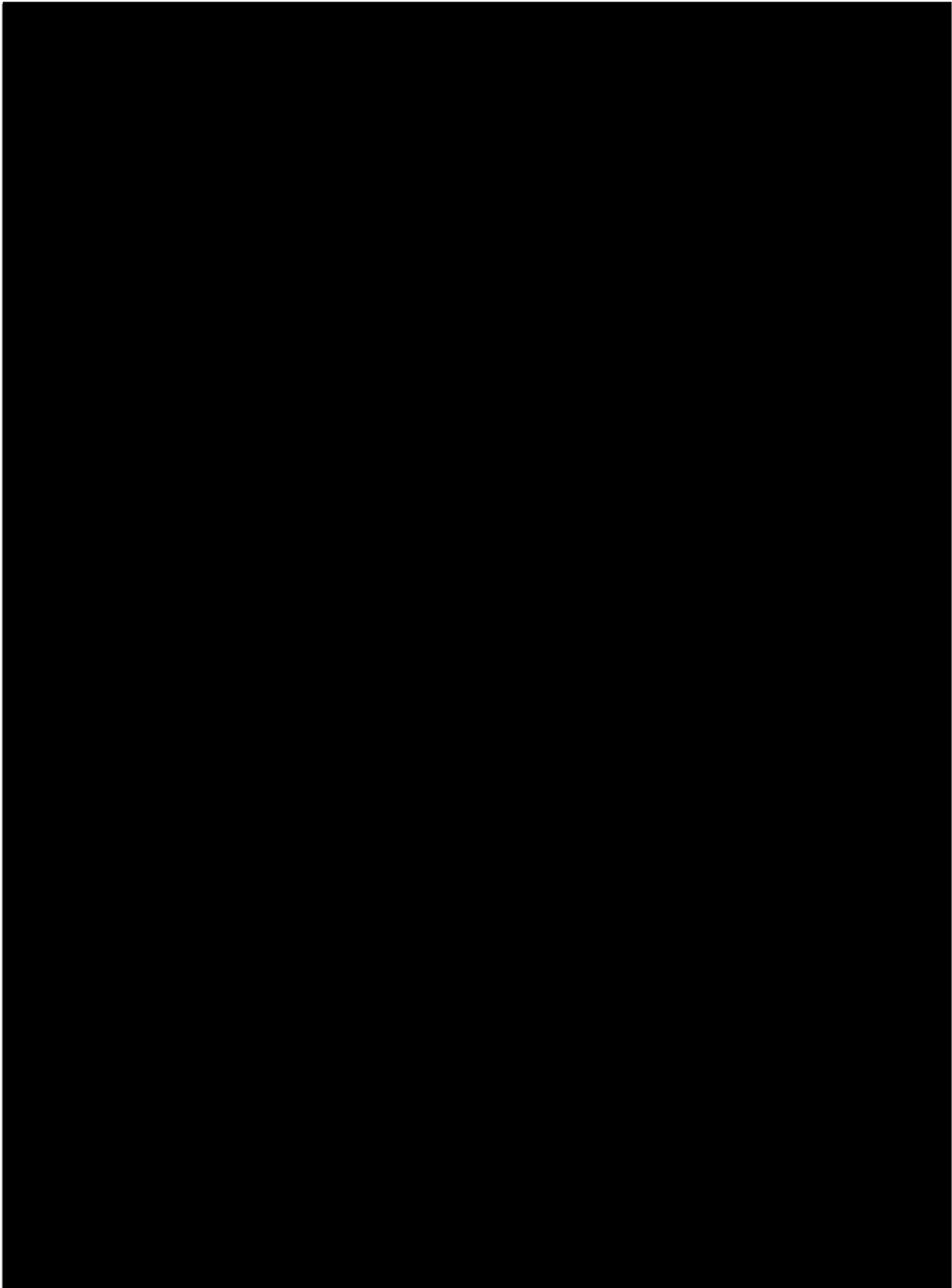
Farhad Rezai, SE, PE
Principal / QA/QC Manager

RME



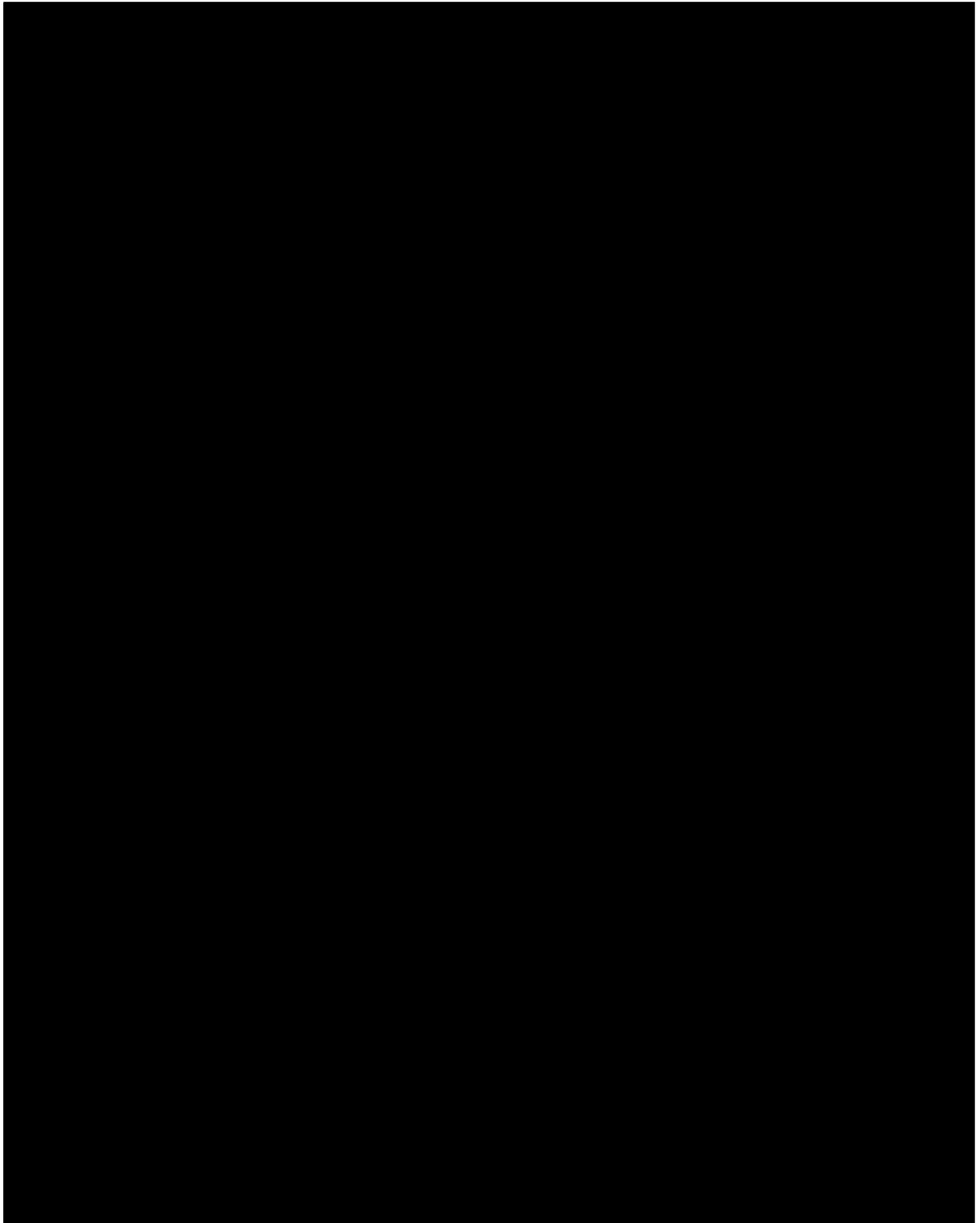
Farhad Rezai, SE, PE
Page 2 of 2

R M E



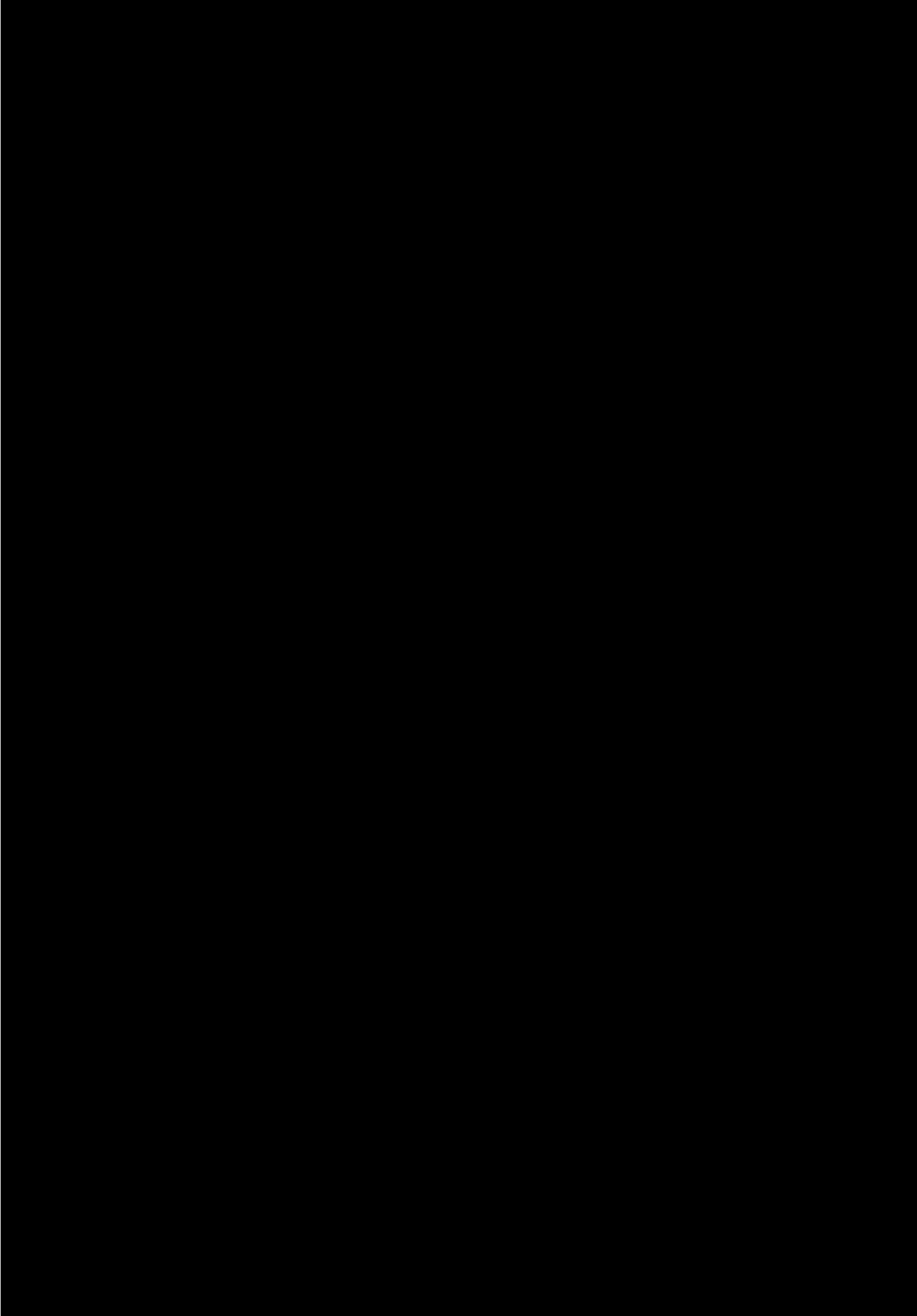
Raymond V. Mesina, P.E.
QA/QC Roadways

RME



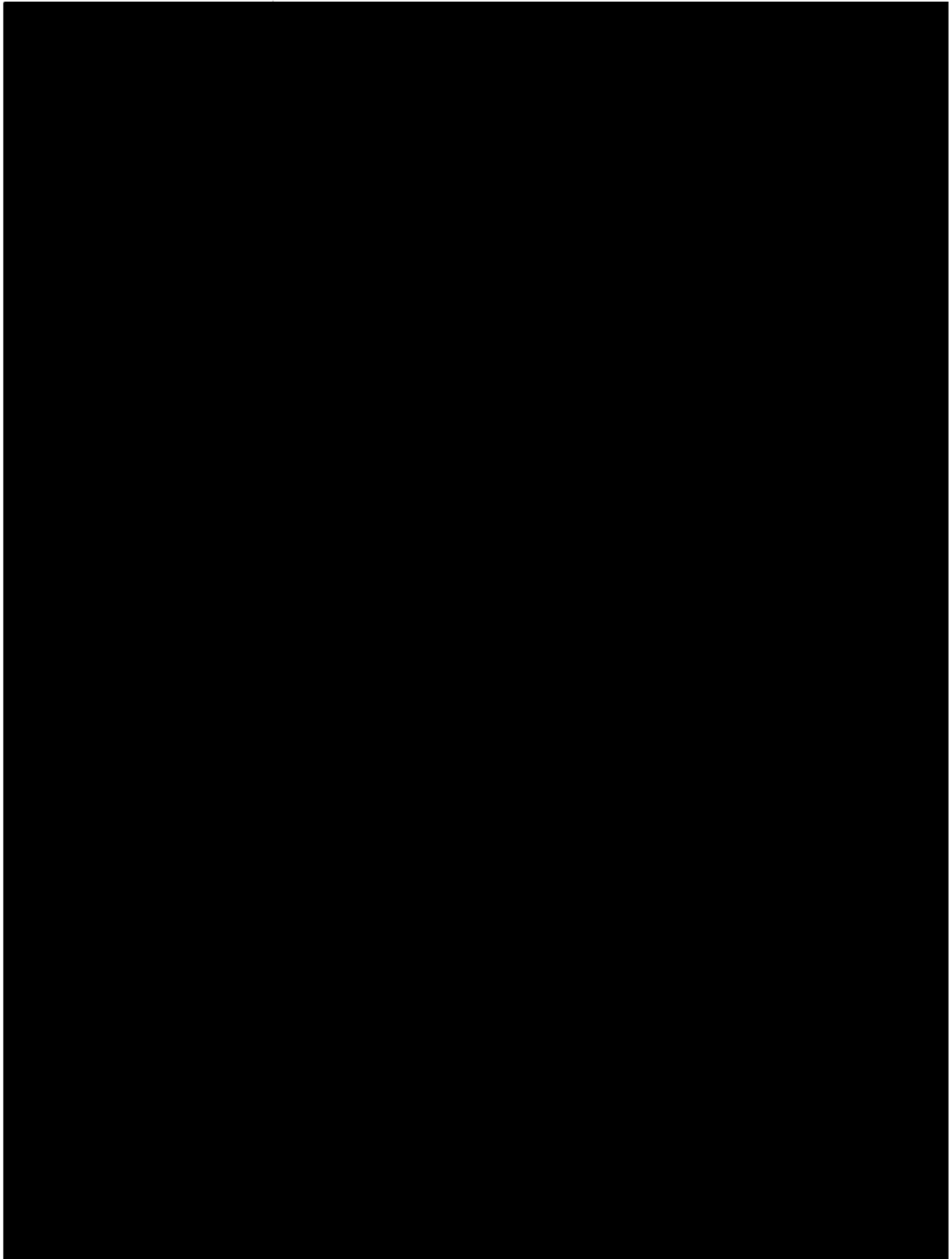
Raymond Mesina, PE
Page 2 of 2

R M E



Bernardo A. Remo, S.E., P.E.
QA/QC Structures

RME



Bernardo A. Remo, SE, PE
Page 2 of 2

RME

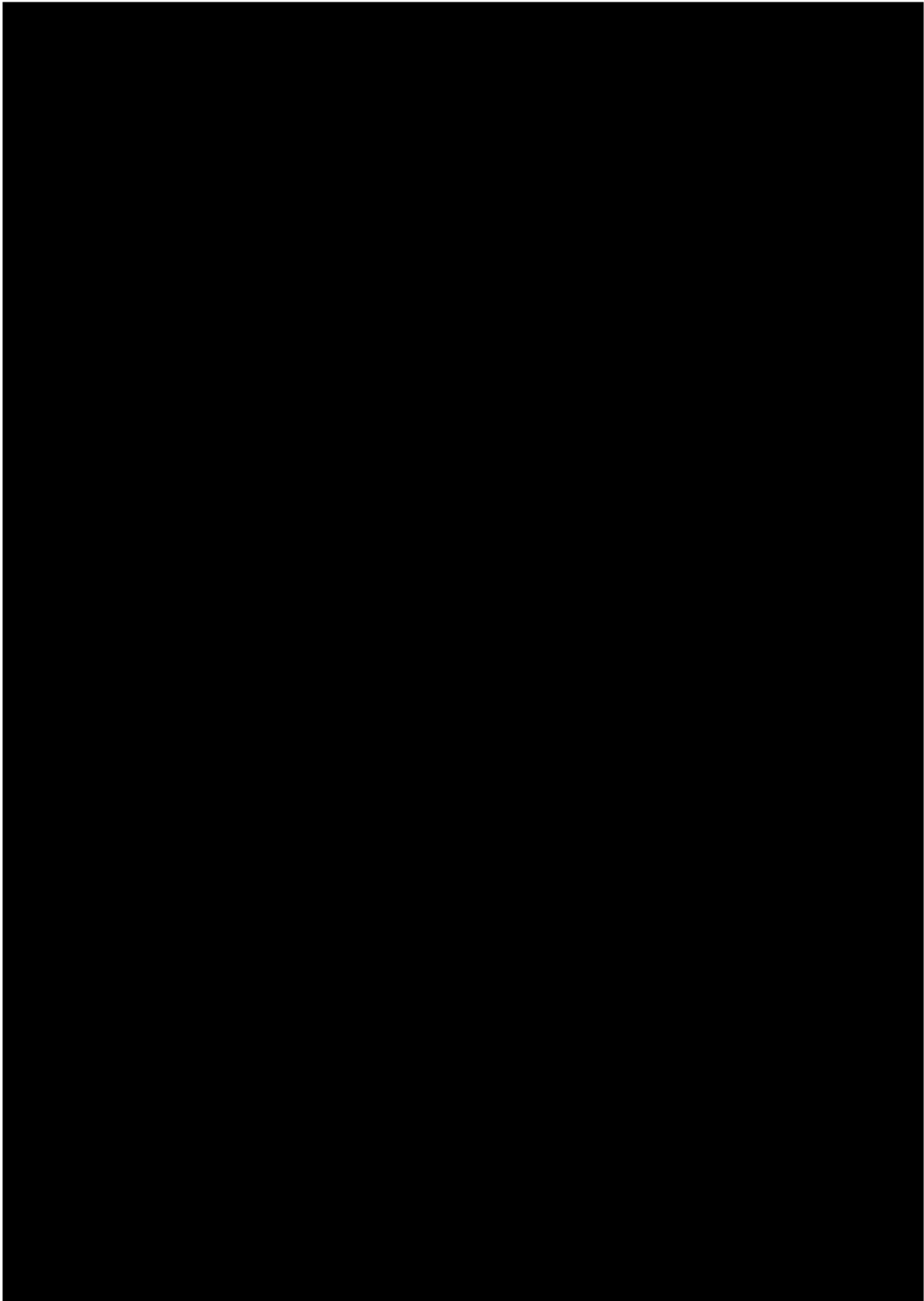


Exhibit F

Scope of Work

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

Contract No. I-17-4306

Illinois State Toll Highway Authority

TABLE OF CONTENTS

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III. Design Section Engineer's (DSE's) services	6-7
IV. Required Submittals to the Authority	7-10
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Project Schedule	11
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Table B: Permitting and Agreements Responsibility Matrix	13-14
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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, 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-17-4306

The Design Section Engineer's (DSE) services under Contract I-17-4306 shall consist of Phase II engineering services for the above described project, together with the identification of potential utility conflicts as per the requirements of the Illinois Tollway Design Section Engineer Manual, as amended by the Illinois Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Illinois Tollway jurisdiction. The design criteria and policies, materials and construction requirements of the Illinois Department of Transportation shall apply outside the Illinois Tollway jurisdiction area.

This contract may develop construction packages as follows:

1. Bridge Modifications to 47th Street Bridge over I-294 and Bridge Repairs to 47th Street over Flagg Creek.
2. Bridge Modifications and Rehabilitation of Wolf Road bridge over I-294.
3. O'Hare Oasis Bridge Removal

More specifically, the project improvements require design tasks for which design services shall be provided by the DSE to include, but not be limited to, the following:

A. CONCEPT DESIGN VERIFICATION REQUIREMENTS

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

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

1. Project scope
2. Project budget. The DSE shall review the cost estimate and provide an updated concept (30%) level cost estimate.
3. Project schedule. The DSE shall confirm or provide a recommended construction schedule for proposed construction contract package(s) within the contract limits. The DSE shall coordinate with

the DCM to ensure that schedules are supported and can be accommodated within the overall Tri-State Tollway Master Corridor Schedule.

4. 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 IPDC foundations, ITS Gantry and DMS foundations, and the underground backbone duct package along the roadway corridor which will contain power and fiber optic cable installed under separate contract(s). ITS device design shall be performed under separate contracts. The I-17-4306 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-17-4306 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.
5. Project concept review including geometrics, right-of-way requirements, materials, maintenance of traffic, drainage, number of construction contracts, design criteria, cost benefit analysis, alternatives analysis and all other appurtenant and miscellaneous items. The DSE will include a review of the following contracts prepared by others to confirm that the design is compatible with that of the I-17-4306 design section:
 - a. Tri-State Tollway Roadway Reconstruction Contract I-17-4298.
6. Design Criteria Review. The DSE shall review the current Illinois Tollway Design Criteria and evaluate the impact of updating the concept submittal prepared to date to be in conformance with the current design criteria.
7. Design Deviations prepared to date. The DSE shall coordinate with the DCM and adjacent Tri-State Tollway DSE sections to confirm whether or not deviations are still required.
8. Review of corridor roadway lighting design by I-17-4308 DSE.
9. 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.
10. 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.
11. 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.
12. Review coordination with IDOT, FAA, regulatory, utility companies, and local agencies performed to date and confirm commitments and future required action including identification of agreements and

- municipal/county design issues. Coordinate installation of the FOC duct package system with the Tollway's fiber optic management vendor.
13. Review of available survey information furnished by the DCM and confirmation of completeness or need for additional information. DSE responsibilities with regard to Field Survey services outlined in Section III.
 14. Review of Value Management Study (VMS) reports and evaluate VMS recommendations.

B. PRELIMINARY AND FINAL DESIGN ENGINEERING

1. ROADWAY REQUIREMENTS

- a. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
- b. Identify utility impacts on construction, right-of-way, costs, and project schedule.
- c. Identify and establish priority of right-of-way parcel acquisition needed for utility relocation and advanced work needs within the project limits.
- d. Conduct supplementary survey as required.
- e. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules.

2. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

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

- a. Design services for preparing contract plans, special provisions and estimates.
- b. Performing Bridge Type Studies for new bridges proposed to be constructed. The use of Accelerated Bridge Construction (ABC) techniques will be considered as part of the studies.
- c. Perform Type, Size and Location (TS&L) drawings for new bridge construction.
- d. Performing analyses for new drainage structure installation and modification of the existing drainage system.
- e. Provide design of sediment and erosion control for all construction zones.
- f. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Illinois Tollway Environmental Studies manual.
- g. Design services for preparing contract plans and special provisions for installation of pavement markings, delineators and signage for the contract limits.
- h. Provide barrier warrant analyses for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
- i. 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 plan. The DSE shall coordinate with the DCM and the I-17-4308 DSE for the corridor roadway lighting design concept. The I-17-4306 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.
- j. Provide maintenance of traffic plans including those for impacts to local facilities.
 - k. Utility coordination for protection and / or relocation of utilities.
 - l. Provide assistance to and backup materials for the preparation of all required permits by the DCM.
 - m. Perform geotechnical studies.
 - n. Prepare all required permits.
 - o. 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).
 - p. Coordination with the Illinois Tollway and DCM with regard to environmental issues including, but not limited to USACE, IEPA, NPDES, IDNR-OWR. The following tasks have been or will be completed and will be provided to the DSE: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, tree transect survey, Special Waste Assessment, and Traffic Noise Analysis. The DSE will be responsible for performing detailed tree classification surveys. The DCM will prepare a comprehensive inventory of required permits for the overall Tri-State Tollway (I-294) project, secure select permits and approvals (including FAA approval and corridor-wide 404/401 permits), and support coordination of other required permits to be secured by the DSE. See Table B for information regarding permitting responsibilities. Required permit submittals for the project include, but are not limited to: approval from Federal Aviation Administration; permits from the U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, U.S. Fish and Wildlife, Metropolitan Water Reclamation District, IDOT, Local Agencies, Local Soil and Water Conservation Districts, Local Forest Preserve Districts, Railroads, etc. The DSE will review and confirm the overall permits inventory as identified by the DCM. The DSE will support the DCM in securing other required construction permits in conformance with the established schedule, including preparation of permits not being prepared by the DCM. The DSE will be required to furnish plans, calculations, etc. as required for permit submittals. The DSE shall coordinate permit requirements with the DCM throughout the design phase. The DSE shall be responsible for ensuring that permit submittals and approvals are consistent with contract schedules.
 - q. All other appurtenant and miscellaneous items. The following structures are included in this project:
 -

- Bridge 255: 47th Street: one crossroad structure
 - Bridge 257: 47th Street: one crossroad structure
 - Bridge 289: Wolf Road: One crossroad structure
 - Bridge 3940: O'Hare Oasis Bridge Removal
- r. All other appurtenant and miscellaneous items.

C. STRUCTURAL CONSTRUCTION

1. Perform cursory inspection of structures that are to be rehabilitated to provide repair recommendation verification to supplement the Bridge Condition Report.
2. The DSE will prepare Bridge Type Studies for new bridges proposed to be constructed.
3. The DSE will prepare Type, Size and Location plans for proposed bridges (see Table A) as required within the project limits.
4. The DSE will prepare contract plans and specifications for proposed bridges and bridges to be rehabilitated (see Table A) as required within the project limits.
5. The DSE will prepare contract plans, special provisions and estimates for IPDC foundations and ITS Gantry and DMS Foundations within the project limits.

D. DRAINAGE

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

E. ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts. Precautions should be taken to limit wetland impacts to those presented in the Section 404 permit application submitted by the DCM and which was the basis for the USACE Section 404/IEPA Section 401 water quality certification authorizations issued for the Tri-State Tollway (I-294) project. The DSE shall coordinate immediately with the DCM if design changes result in an increase in impacts as coordination with regulatory resource agencies would be required.
2. Completion of 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.

3. Evaluate and develop sediment and erosion control plans/measures if necessary.
4. Preparation of plans as required for USACE review of resource impacts and shall include appropriate details including grading plans, soil erosion and sediment control plans, Best Management Practices plans, existing and proposed drainage plans and wetland/waters mitigation plans.
5. Prepare a Remedial Action Plan (RAP) in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs.

F. MAINTENANCE OF TRAFFIC

The DSE shall prepare Maintenance of Traffic deliverables in accordance with the Illinois Tollway Design Section Engineer Manual, latest edition, as amended by the Illinois Tollway. The maintenance of traffic plans and studies shall provide for protection and maintenance of the Illinois Tollway and crossroad traffic, and maintenance of toll operations during construction. The DCM shall coordinate traffic staging and maintenance of traffic for the corridor with the individual DSEs for the project. The coordination shall include ensuring that regional impacts are minimized and to ensure that traffic is maintained during construction. Contract completion dates shall be coordinated between design contracts. The existing number of traffic lanes shall be maintained on the mainline in each direction on the Tri-State Tollway (I-294) between 95th Street (M.P. 17.8) to Balmoral Avenue (M.P. 40.0) during peak hours.

G. UTILITIES

1. The DSE shall coordinate with utility companies and with the DCM throughout the design phase. The DSE shall be responsible for ensuring that utility relocation activities are consistent with contract schedules.
2. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
3. Verify location of existing communications cables and utilities with respect to the proposed improvements.
4. All utilities coordination shall be performed in accordance with the DSE Manual, specifically with requirements of Subsection 4.5.15 and Section 6.

H. GEOTECHNICAL

1. For the bridges, retaining walls, noise walls, culverts, sign structure IPDC, ITS Gantry and lighting foundations, the DSE will select proposed boring locations for approval by the Illinois Tollway. The DSE shall review the borings obtained in Phase I. The DSE will provide a boring map to the DCM. If required, the DSE will be responsible for providing information to the DCM as required for obtaining right of entry and permits to perform any subsurface exploration.
2. The DSE will provide subsurface exploration, utility checks, laboratory testing and a Soil survey report. If required, pavement corings will be taken at locations selected by the DSE to gather information for the pavement design. The pavement design for local system roadways will be provided by the agency having jurisdiction of the roadways and the Illinois Tollway will determine mainline and ramp pavement section designs for toll roadway pavements. The

DCM will provide applicable agencies and the Illinois Tollway with information necessary for designing pavement sections.

3. The DSE will prepare Structural Geotechnical Reports (SGR) that summarizes the exploration and studies described above. The SGR will follow the Illinois Tollway SGR procedure. The SGR contains geotechnical recommendations related to bridge foundations, retaining wall foundations, slope walls, side slopes, pavement, sign structure, ITS Gantry, lighting foundations, and traffic signal foundations.

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

A. EXECUTION OF ENGINEERING SERVICES

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

B. FIELD SURVEY

1. The DCM will provide available survey information to the DSE. The DCM will establish a centerline and benchmarks for subsequent use by the DSE for the Tri-State Tollway (I-294 between 95th Street (M.P. 17.8) to Balmoral Avenue (M.P. 40.0). The DSE will review the survey information and coordinate discrepancies with the DCM. Additional benchmarks will be provided by the DSE as necessary.
2. The DSE shall perform all additional survey work necessary for the design of the project in accordance with the appropriate sections of the DSE Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
3. Maximum use shall be made of the Illinois Tollway's record drawings and Planning and Rehabilitation Report; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
4. The DSE shall obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
5. The DSE shall utilize the Illinois Tollway's record drawings and verify features in the field and utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
6. All coordination with Agencies, including but not limited to the Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway and DCM. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.
7. All coordination with railroads shall be conducted through the DCM and per the DSE Manual.

IV. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the DSE's Manual with special attention to, but not limited to, the following:

A. CONCEPT SUBMITTAL REQUIREMENTS:

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

1. Review of the Concept design documents prepared to date including submittal of a technical memorandum detailing findings and providing recommendations for advancement to preliminary (60%) design.
2. A visual pavement condition survey of existing roadways within the limits of the proposed improvements.
3. Prepare a Maintenance of Traffic Concept Plan for each construction contract proposed. The plan shall be submitted to agencies having jurisdiction over proposed roadways included in the plan for review prior to advancement of subsequent phases of design. The plan shall also be coordinated with adjacent design sections.
4. Update and submit right of way and utility requirements for each construction contract. The right of way requirements shall be submitted on plan drawings and shall include all permanent right of way and permanent and temporary easements the DSE deems as being required for construction of the proposed improvements. Identify ROW parcels to be acquired that affect utility relocations and establish priorities for acquisition.
5. A construction contract packaging schematic and concept level design and construction schedule for contracts for which the DSE is responsible.
6. Updated concept design where necessary for the following components: Drainage, Erosion and Sedimentation Control, Barrier Warrant Analysis Location, Lighting and Landscaping Plans.
7. Signing Strip Maps by construction contract which are applicable to interim phases of construction and operation of independent tollable segments of roadways.
8. The DSE will review and modify drainage concepts as necessary and any updated concepts completed since that date. The DSE will confirm the nature of the required improvements, the intent of the proposed design and verify compliance with the established design criteria.
9. The DSE will be responsible for reviewing the landscaping and soil erosion/sedimentation control measures concept design.
10. The DSE will be responsible for reviewing the roadway lighting concept design.
11. Context Sensitive Solutions and Aesthetics recommendations.
12. Concept Design Updates based upon coordination with project stakeholders. The DSE will prepare exhibits and renderings as needed to assist with public outreach.

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

1. The DSE shall confirm and concur with the following or provide recommendations for proceeding during preliminary and final design:
 - a) Scope of Work.
 - b) Construction Contract Schedules.
 - c) Right of Way Requirements.
 - d) Construction Contract Packaging.
 - e) Phase I Environmental Commitments.
2. Operating budget impact analysis (impact to the Illinois Tollway Maintenance, Illinois Tollway Traffic Operations, Illinois Tollway Business Systems).
3. Identification of signing requirements and coordination of needs with the Illinois Tollway Sign Shop through the Design Corridor Manager (DCM).

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

1. Coordination of any additional right of way requirements through the DCM. The DSE shall be responsible for ensuring that right of way acquisition activities are consistent with contract schedules.
2. Field review and statement of existing pavement and roadside conditions including drainage facilities. Color photos of typical and special conditions are required.
3. Identify any additional required design deviations. When a design deviation is sought, the DSE will start a Request For Design Deviation to Criteria (F4000.05). If agreed upon the form will be completely filled out and signed by all parties listed for signature.
4. The DSE shall review utility coordination performed to date, verify potential conflicts for the project through concept design and complete Notification of Interference forms for all anticipated utility interferences.
5. The DCM will prepare a comprehensive inventory of agreements for the overall project including railroad agreements. The DCM will be responsible for securing railroad agreements with technical support from the DSE. The DSE will review and confirm the overall agreements inventory as identified by the DCM and support the DCM in securing other required agreements in conformance with the established schedule, including preparation of agreements not being prepared by the DCM (see Table B).
6. The DCM will coordinate system-wide design implementation. The DSE will incorporate site specific design services provided by others as specified in the DSE Manual, amended by the *Project-wide All Electronic Tolling and Intelligent Transportation Systems Design Criteria* document, latest version.
7. Right of Way requirements, permitting requirements, potential utility conflicts and required railroad, intergovernmental and utility agreements shall be identified.
8. The DSE will prepare Bridge Type Studies during this phase of the work. Upon approval of these recommendations Type, Size and Location Drawings for bridge will be prepared. An updated proposed profile will be prepared by the DSE reflecting proposed refinements resulting from structural recommendations (TS&Ls) and through coordination with the adjacent DSEs are necessary.
9. Structural Geotechnical Reports (SGR) for proposed structures in accordance with the Illinois Tollway Geotechnical Manual, latest edition, as amended by the Illinois Tollway.
10. Concept Cost Estimate Review. The DSE shall review the cost estimate prepared by the DCM and shall update the cost estimate or provide a statement concurring with the estimated cost.

11. Concept Plan Legacy Comment Review. The DSE shall review unresolved comments received pertaining to the Concept Design Plans from involved agencies. Comments applicable to Contract I-17-4306 shall be compiled and presented in the technical memorandum.

B. FINAL DESIGN SERVICES AND SUBMITTALS REQUIRED:

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

V. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

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

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

PROJECT SCHEDULE

**Contract No. I-17-4306
Tri-State Tollway, Bridge Rehabilitation, Bridge Repairs, Bridge Demolition, Various
Locations**

SCHEDULE

1.	Scoping Meeting	7/26/2017
2.	Design Scope Submittal	8/11/2017
3.	Design Scope Approval	9/6/2017
4.	Notice to Proceed	11/9/2017
5.	Project Kick-Off Meeting	11/14/2017
6.	Concept Submittal	1/18/2018
7.	Preliminary Submittal	5/24/2018
8.	Pre-final Submittal	9/27/2018
9.	Final Submittal	TBD
10.	Advertise	TBD
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	TBD

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

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

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

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge ¹	Maintenance**
255	EW	26.40	47 th Street over I-294: one crossroad structure	U		B
257	EW	26.40	47 th Street over Flagg Creek: one crossroad structure	U		B
289	NB	36.35	Wolf Road: one crossroad structure	U		B
3940	EW	37.80	O'Hare Oasis Bridge Removal	U		A

- ** A Type – Illinois Tollway has complete maintenance responsibility.
- ** B Type – Illinois Tollway has partial maintenance responsibility.
- ** C Type – Illinois Tollway has complete or partial maintenance responsibility.

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

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

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

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

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

Web-Based Program Management System

The Illinois Tollway has a Web-Based Program Management System (WBPM System) that will be used by project participants on the Illinois Tollway CRP projects. The WBPM system provides a number of benefits to the project participants, including:

- 1) Simplification of communications/online collaboration.
- 2) Automated tracking of time-sensitive items.
- 3) Automated reporting.
- 4) Common document management and storage as electronic documents will reside in a central repository.
- 5) Audit trail of information so project participants will be able to determine who did what and when.
- 6) Real-time access and exchange of information.
- 7) Easy, secure, and 24/7 access to project information over the Internet via a computer and an Internet browser.

The consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the WBPM system, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration, and high-speed document scanners. The consultant will be solely responsible for coordination between its sub consultants & suppliers, and the WBPM system. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the WBPM system. In certain cases where "wet signatures" and/or stamps are required by the Illinois Tollway, document transmittals must be made simultaneously via the WBPM system for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Illinois Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the WBPM system for record.

All consultant, sub consultant, and supplier employees who will use WBPM system must complete the training provided by the Illinois Tollway prior to receiving access to the WBPM system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the WBPM system.

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

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

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners⁵	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

¹ Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

² Adobe Acrobat Reader is free software available for download at <http://www.adobe.com/>

³ Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

⁴ A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

Supplement to
Exhibit F
Scope of Work

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

Contract No. I-17-4306

Illinois State Toll Highway Authority

RME has prepared this additional narratives to provide a summary of scope for each task assigned under this contract.

Summary of Scope of work for each structure is listed below:

47th Street over I-294 (BN 255)(SN 016-2609)

The mainline roadway configuration for the Recommended Alternative at this bridge is as follows:

- Northbound and southbound: four 12' lanes, one 13' lane, one 12' auxiliary lane, a 5'-4" outside reduced shoulder (including a 2' gutter), a 16' median shoulder (flex lane) and 3'-6" to the median barrier centerline
- The recommended structural improvement option for this bridge is Bridge Repairs and Slopewall Cutbacks by constructing a retaining wall.

47th Street over Flagg Creek (BN 257)(SN 016-0883)

The following scope of work is recommended for this bridge:

- Conduct Bridge Inspection
- Perform cursory inspection of structures that are to be rehabilitated to provide repair recommendation verification to supplement the Bridge Condition Report. This can be in the form of a Tech Memo.
- Provide supplemental survey
- Provide Concept Report
- Coordinate all utilities
- Prepare all permits
- Prepare PS&E's for construction scope and MOT

The following construction scope of work is recommended for these bridges:

- Replace the deck expansion joints
- Partial depth deck and approach slab repairs
- Replace the existing expansion bearings at piers
- Clean the drainage scuppers
- Concrete surface repair and crack sealing of the piers
- Repair PPC beam ends with fiber wrap

We understand that the two above bridges will be in one construction Contract

Wolf Road over I-294 (BN 289)(SN 016-2608)

The mainline roadway configuration for the Recommended Alternative at this bridge is as follows:

- Northbound and southbound: four 12' lanes, one 13' lane, a 11'-0" outside shoulder, a 16' median shoulder (flex lane) and 3'-6" to the median barrier centerline
- The recommended structural improvement option for this bridge is Bridge Repairs and Slopewall Cutbacks by constructing a retaining wall.

The recommended roadway alternative is wider than the existing typical sections. The existing northbound and southbound abutment slopewalls for each structure would be cut back and a soil nail retaining wall would be constructed at each location to accommodate the proposed mainline widening without replacing the existing bridge.

The following scope of work is recommended for these bridges:

- Conduct Bridge Inspection
- Perform cursory inspection of structures that are to be rehabilitated to provide repair recommendation verification to supplement the Bridge Condition Report. This can be in the form of a Tech Memo.
- Provide supplemental survey
- Geotechnical investigation for the new retaining wall (2 borings at each location)
- Provide Concept Report
- Provide Barrier Warrant Analysis for new wall in front of existing abutments
- Coordinate all utilities
- Prepare all permits
- Prepare PS&E's for construction scope and MOT

The following construction scope of work is recommended for these bridges:

- Cut back the slopewalls and construct soil nail retaining walls
- Replace the deck expansion joints
- Partial depth deck and approach slab repairs
- Replace the existing expansion bearings at the abutments
- Clean the drainage scuppers and extend drainpipes over the slopewalls (47th Street only)
- Concrete surface repair and crack sealing of abutments and the pier
- Remove and replace the pedestrian bridge fencing (47th Street only)

We understand that it is very likely that this bridge will be a separate construction contract

O'Hare Oasis (I-294) Bridge Removal

The scope of the proposed removal of the O'Hare Oasis Bridge and building structure over the main line traffic lanes of the Tri-State Tollway (I-294) includes a design approach which will permit a careful and controlled demolition in a manner that will safely minimize impact on traffic flow and protect traffic from the demolition actions. Following is a list of various tasks and activities.

- Review as-builts
- Perform Surveys
- Perform Environmental Study and Hazardous materials studies for the existing Oasis building
- Investigate building demolition staging and contractors staging areas
- Investigate demolition staging on mainline and at Oasis level
- Erosion / sediment control designs
- Utility coordination, cap off and relocations
- Investigate drainage for interim condition until the mainline pavement is rehabilitated or reconstructed.
- Provide concept report and cost estimate
- Grading and seeding of the embankment disturbed by the Oasis bridge removal.
- MOT for mainline during demolition
- MOT and staging for site facilities to remain operational during demolition
- Obtain all Permits
- FAA 4760 permit maybe required for the demolition activities due to vicinity of active runways.
- Plans, specifications and estimates (PS&E) for project
- Widening of the embankments along mainline is not part of this scope.
- Other related services per Exhibit F

In addition to the basic services described above, RME has included the following scope as part of Contingency under "Additional Services"

O'Hare Oasis Parking Lots Reconfiguration @ Current Elevation (Contingency 1)

This part of the scope of work for the O'Hare Oasis includes design services for reconstruction/ reconfiguration of the parking lots for passenger cars and truck parking. The Gas stations will remain in the current location. The parking areas will be reconfigured to allow space for construction of approximately 25000 square feet of retail/ restaurant space on either Oasis. The overall oasis elevation will be maintained

at or near the current elevation to allow the usage of the existing gas station. This new site will accommodate provisions for construction of new building structures for restaurants and retail spaces by providing electricity and other utilities such as gas, sewer, and others as determined by DCM.

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 and narrow down the alternates to a selected alternate for reconstruction. RME has 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.
- The overall elevation of oasis pavement on both sides of the mainline will be near the current elevation.
- The surface parking for passenger cars, truck parking area will be reconfigured/reconstructed to allow for retail/restaurant buildings to be added
- The on and off ramps to the oasis will need not to be reconstructed, but maybe rehabilitated.
- This construction will be staged so that public's access to the existing gas station is maintained as long as possible.
- All environmental assessments, soils borings, and environmental testing needed to identify contaminated soils, will be done in Phase I by DCM. For phase II design supplemental geotechnical investigation and survey maybe required, in such case Tollways surveyor and geotechnical engineer will provide the required supplemental work needed to prepare the PS&Es for construction. RME
- RME has included manhours in the current scope for the design of reconstruction of the surface parking and surrounding site.
- Sexton Property located to the south of northbound oasis is not part of this work

The Parking lot design consists 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

Design disciplines involved will be: Civil, and electrical. And we estimate a fee of for this contingency.

RME Labor	\$600,000
RME Direct Cost Printing	\$10,000
Singh Electrical	\$60,000
Survey by EDI	\$60,000
<u>Total</u>	<u>\$730,000</u>

Design of New Pedestrian Bridge at the O'Hare Oasis (Contingency 2)

We understand that possibly a pedestrian bridge will be built to connect the neighborhoods on either sides of the mainline Tollway.

The pedestrian Bridge could be up to \$1.5 to \$2 Million depending on the type chosen.

Design disciplines involved will be: Civil, Structural and architectural, and electrical. And we estimate a fee of \$300,000 for this contingency.

Additional Services shown on Exhibit B will be utilized to perform services related to the design of the three contingencies as they are approved by the Tollway.

EXHIBIT G

Contract No. I-17-4306

Rubinos & Mesia Engineers, 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
174-008 D-91-340-14	IDOT FAP 344 (IL 83), at IL 171 (Archer Ave.) South Junction	\$451,637	\$10,000	Dec-17
CDOT	Chicago Halsted and Chicago River Phase II	\$260,000	\$73,000	Dec-18
14-1 Item 18 I-14-4196	Tollway I-90 and System wide, Design Services Upon Request Supplement	\$5,750,000	\$1,800,000	Dec-20
14-1 Item 10 RR-13-5660	Tollway I-88, Roadway Resurfacing, US Route 30 to US 52	\$230,000	\$230,000	Dec-18
17-2 Item 4 I-17-4677	Tollway Elgin O'Hare Western Access, Devon Ave. to Pratt Blvd.			
17-2 Item 5 I-17-4678	Tollway Elgin O'Hare Western Access, Pratt Blvd. to Touhy Ave.			

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 <u>Environmental Design International, Inc.</u></p> <p>Direct Labor \$ 114,089.92</p> <p>Direct Costs \$ 39,135.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 153,224.92</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 <u>Singh & Associates, Inc.</u></p> <p>Direct Labor \$ 123,091.08</p> <p>Direct Costs \$ 535.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 123,626.08</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 <u>GSG Consultants, Inc.</u></p> <p>Direct Labor \$ 33,289.20</p> <p>Direct Costs \$ 30,500.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 63,789.20</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 <u>Peralta-Clark</u></p> <p>Direct Labor \$ 117,078.42</p> <p>Direct Costs \$ 2,500.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 119,578.42</p>	<p>9 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>5 <u>AVE</u></p> <p>Direct Labor \$ 46,060.00</p> <p>Direct Costs \$ 940.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 47,000.00</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: \$ 507,218.62

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 507,218.62

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 18.68%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 25.55%

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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9	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 50%; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</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)	\$	-
Direct Labor	\$	-														
Direct Costs	\$	-														
Services by Others	\$	-														
Additional Services **	\$	-														
Total this Subconsultant (ULC)	\$	-														

5	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 50%; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</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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10	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 50%; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</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)	\$	-
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: Environmental Design International inc

Contract Number: I-17-4306

Proposal Date: 9/5/2017

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-17-4306

Consultant: Environmental Design International 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		
ESIS I											72			72
Solid Waste Assessment											80		320	400
Design Drawings and Specifications Demolition Phase Review														
47th Street Control											42			42
Topo Survey Basemapping QC/QA											80			80
Wolf Road Control											40			40
Topo Survey Basemapping QC/QA											10			10
O'Hare Oasis Control & ROW											42			42
Topo Survey Basemapping QC/QA											80			80
O'Hare Oasis Control & ROW											40			40
Topo Survey Basemapping QC/QA											10			10
Administration														
TOTALS											496		320	816

Contract Number: I-17-4306

Consultant: Environmental Design International 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		
ESIS I														
Solid Waste Assessment	80	40												120
Design Drawings and Specifications	80	80	40											200
Demolition Phase Review			20	20	20									60
47th Street Control														
Topo Survey														
Basemapping														
QC/QA														
Wolf Road Control														
Topo Survey														
Basemapping														
QC/QA														
O'Hare Oasis Control & ROW														
Topo Survey														
Basemapping														
QC/QA														
Administration														
TOTALS	160	120	60	20	20									380

Contract Number: I-17-4306

Consultant: Environmental Design International 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		
ESIS I														
Solid Waste Assessment														
Design Drawings and Specifications														
Demolition Phase Review														
47th Street Control														
Topo Survey														
Basemapping														
QC/QA														
Wolf Road Control														
Topo Survey														
Basemapping														
QC/QA														
O'Hare Oasis Control & ROW														
Topo Survey														
Basemapping														
QC/QA														
Administration														
TOTALS														0

Contract Number: I-17-4306 Consultant: Environmental Design International 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		
ESIS I														
Solid Waste Assessment														
Design Drawings and Specifications														
Demolition Phase Review														
47th Street Control														
Topo Survey Basemapping														
QC/QA														
Wolf Road Control														
Topo Survey Basemapping														
QC/QA														
O'Hare Oasis Control & ROW														
Topo Survey Basemapping														
QC/QA														
Administration														
TOTALS														0

Contract Number: I-17-4306

Consultant: Environmental Design International 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		
ESIS I														
Solid Waste Assessment														
Design Drawings and Specifications														
Demolition Phase Review														
47th Street Control														
Topo Survey														
Basemapping														
QC/QA														
Wolf Road Control														
Topo Survey														
Basemapping														
QC/QA														
O'Hare Oasis Control & ROW														
Topo Survey														
Basemapping														
QC/QA														
Administration														
TOTALS														0

Contract Number: I-17-4306

Consultant: Environmental Design International 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	
ESIS I		6											6
Solid Waste Assessment		16											16
Design Drawings and Specifications	10												20
Demolition Phase Review													
47th Street Control													
Topo Survey													
Basemapping													
QC/QA													
Wolf Road Control													
Topo Survey													
Basemapping													
QC/QA													
O'Hare Oasis Control & ROW													
Topo Survey													
Basemapping													
QC/QA													
Administration										2			2
TOTALS	10	32								2			44

Contract No.: I-17-4306 Consultant: Environmental Design International inc

Date: 9/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 11/9/2017
 RAISE DATE: 7/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

11/9/2017 - 6/30/2018	8.0	60.0	7/1/2018 - 6/30/2019	12.0	60.0	7/1/2019 - 6/30/2020	12.0	60.0	7/1/2020 - 6/30/2021	12.0	60.0	7/1/2021 - 6/30/2022	12.0	60.0
13.33%			20.00%			20.00%			20.00%			20.00%		
Factor First Period			Escalation Factor Second Period			Escalation Factor Third Period			Escalation Factor Fourth Period			Escalation Factor Fifth Period		

ESCALATION PER YEAR Year 6 through 10

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

The escalation factor for this project is: 100.00%

Contract No.: I-17-4306

Consultant: Environmental Design International inc

Date: 9/5/2017

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)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	OVERTIME PREMIUM		
									Total Estimated Work Hours:	Average Premium O/T Hourly Rate:	
No	Principal	\$50.00	\$70.00	\$62.50	\$62.50	4.00			Total Estimated O/T Hours:		
No	Project Manager	\$40.00	\$70.00	\$54.61	\$54.61	102.00			Average Premium O/T Hourly Rate:		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$45.70	\$45.70	231.00			Total Overtime Premium:		
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$29.65	\$29.65	120.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$30.90	\$30.90	322.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$20.20	\$20.20	120.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$29.20	\$29.20	98.00					
No	Technical Specialist	\$15.00	\$50.00	\$22.75	\$22.75	237.00					
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: Environmental Design International inc

Date: 9/5/2017

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

		DIRECT COST				OVERTIME PREMIUM	
Classification Eligible for Premium Overtime?	No	Total Estimated Work Hours: 1,240.00		Escalated Average Hourly Rate for Classification (See Note B to Right) \$30.47		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	
		Average Hourly Rate: \$32.86		Average Hourly Rate for Classification (See Note A to Right) \$30.47		Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
Tollway Classification		Tollway MINIMUM Hourly Rate for Classification \$8.25		Tollway MAXIMUM Hourly Rate for Classification \$40.00		Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
Admin/Clerical		Tollway Classification		Escalated Average Hourly Rate for Classification (See Note B to Right) \$30.47		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	
		Total Direct Labor \$40,746.40		Estimated Work Hours (Including Overtime) 6.00		Total Overtime Premium:	

Contract No.: I-17-4306 Consultant: Environmental Design International 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

- _____
- _____
- X-Ray Fluorescence Detector (XRF) - \$500/day
- Sampling Materials - \$100/day
- Manlift/Shoulder Closure - \$2,500/day
- _____
- Lab Services (covered under allowable direct costs)
- Asbestos-Containing Material Testing - \$50
- Lead Paint Testing - \$30 (if necessary)
- Waste Characterization Testing- \$900 (if necessary)
- _____
- _____
- _____
- _____
- _____
- _____

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 39,135.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Contract No.: I-17-4306

Consultant: Environmental Design International inc

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Michael T. Ring, PLS

Project Manager: Scott S. Dileto, CHMM; Gary P. Flentge, William J. Fleming, PLS

Project Engineer: Felix R. Moran, PE

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

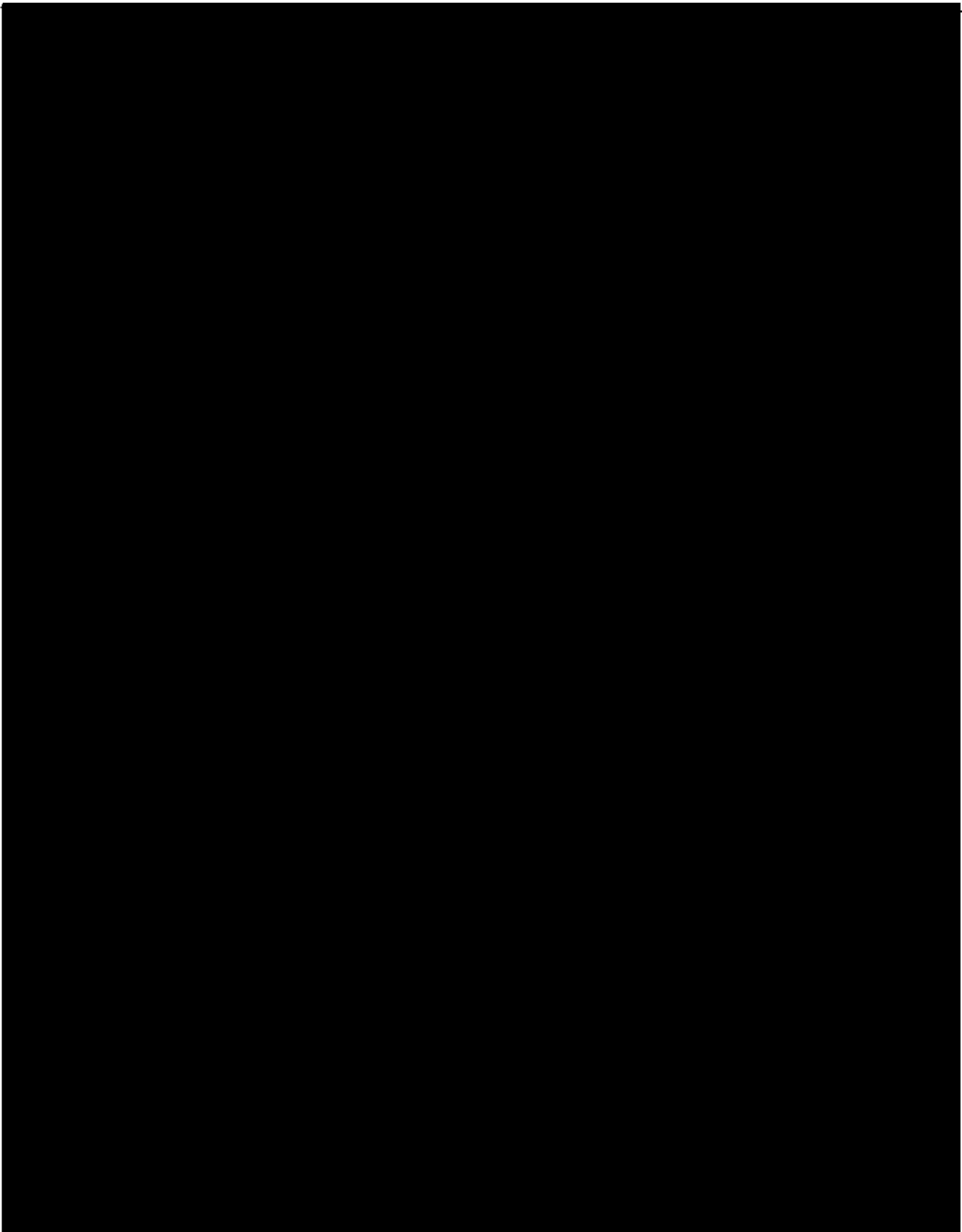
Classification: _____

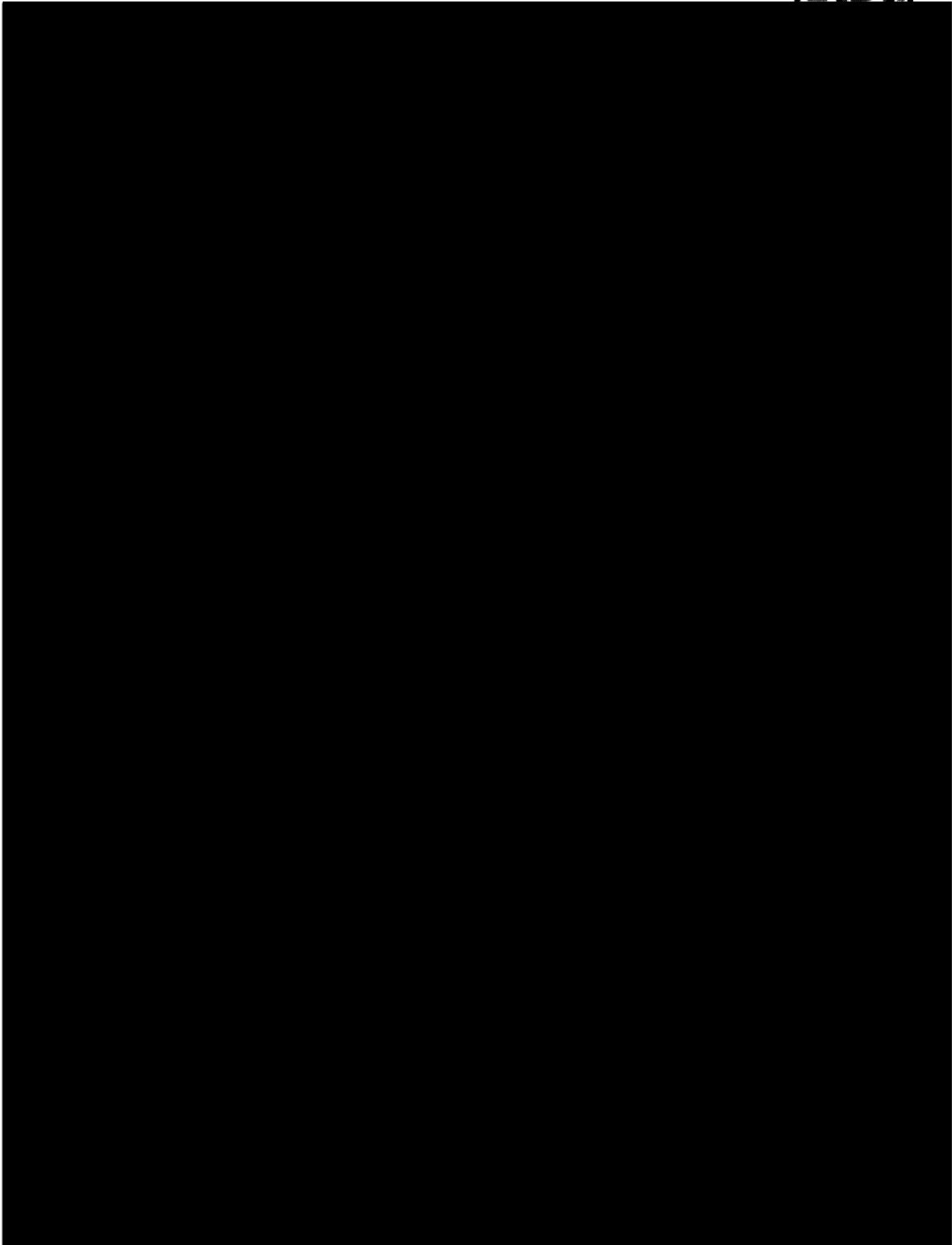
Name: _____

Classification: _____

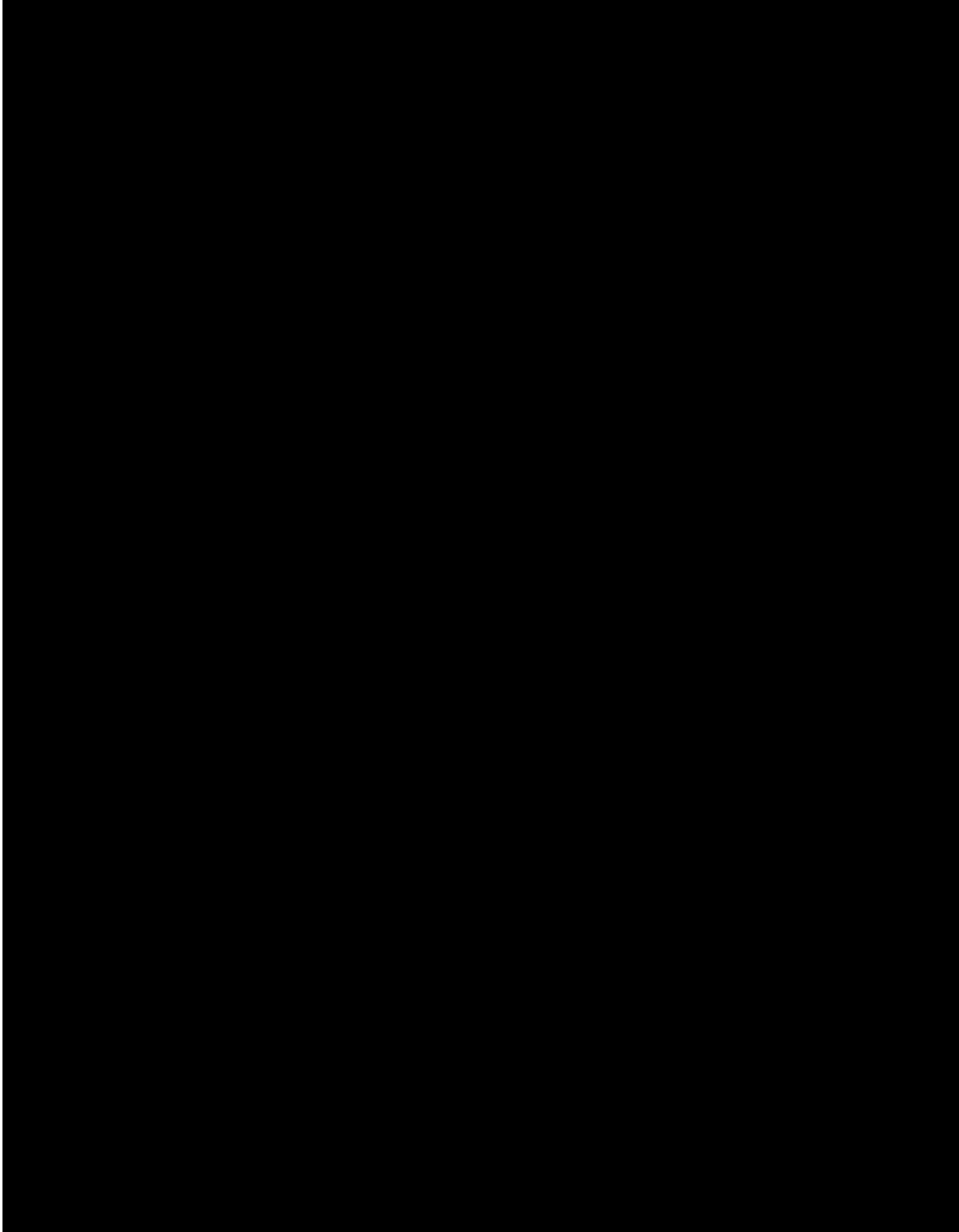
Name: _____

Classification: _____



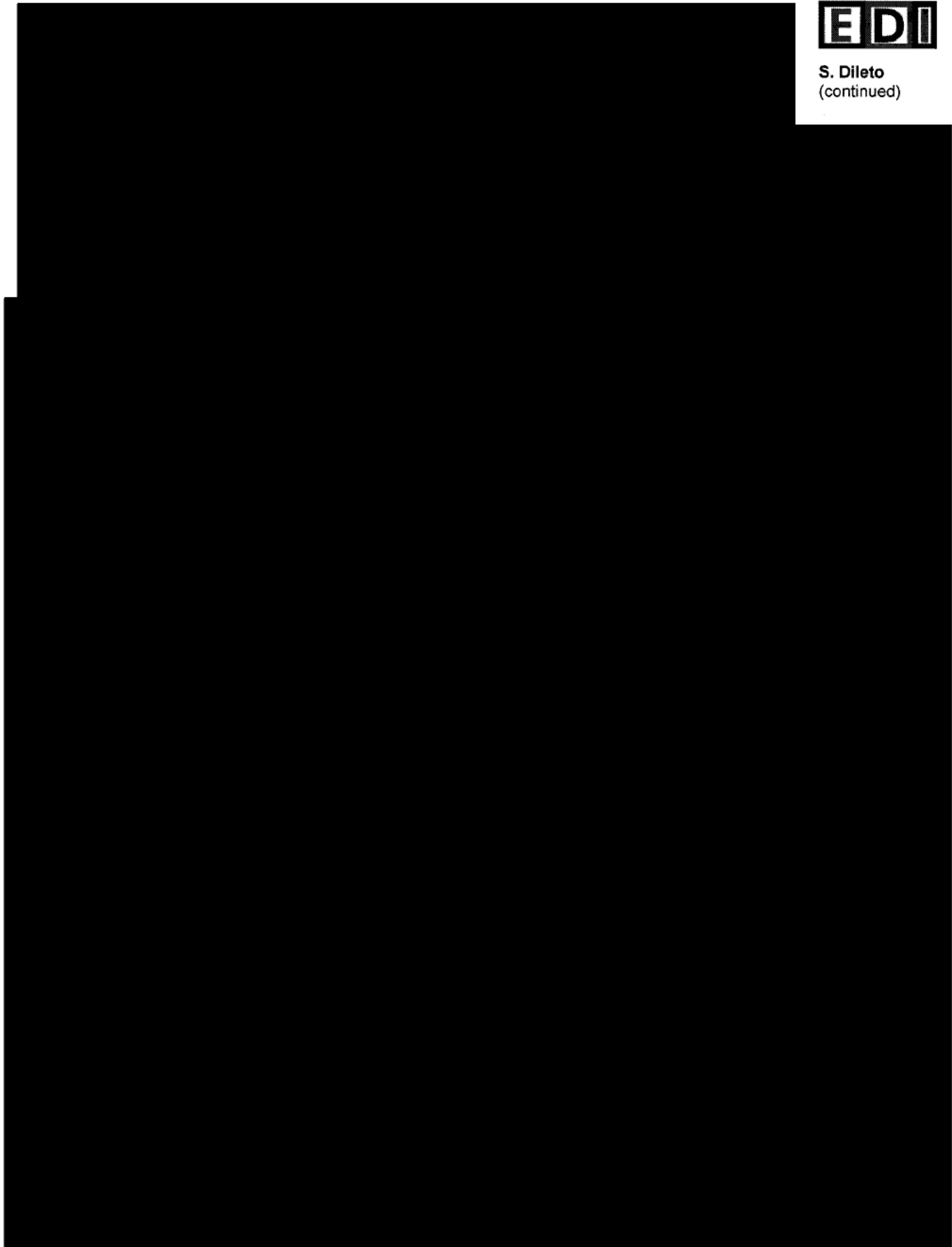


SCOTT S. DILETO, CHMM
VICE PRESIDENT, ENVIRONMENTAL

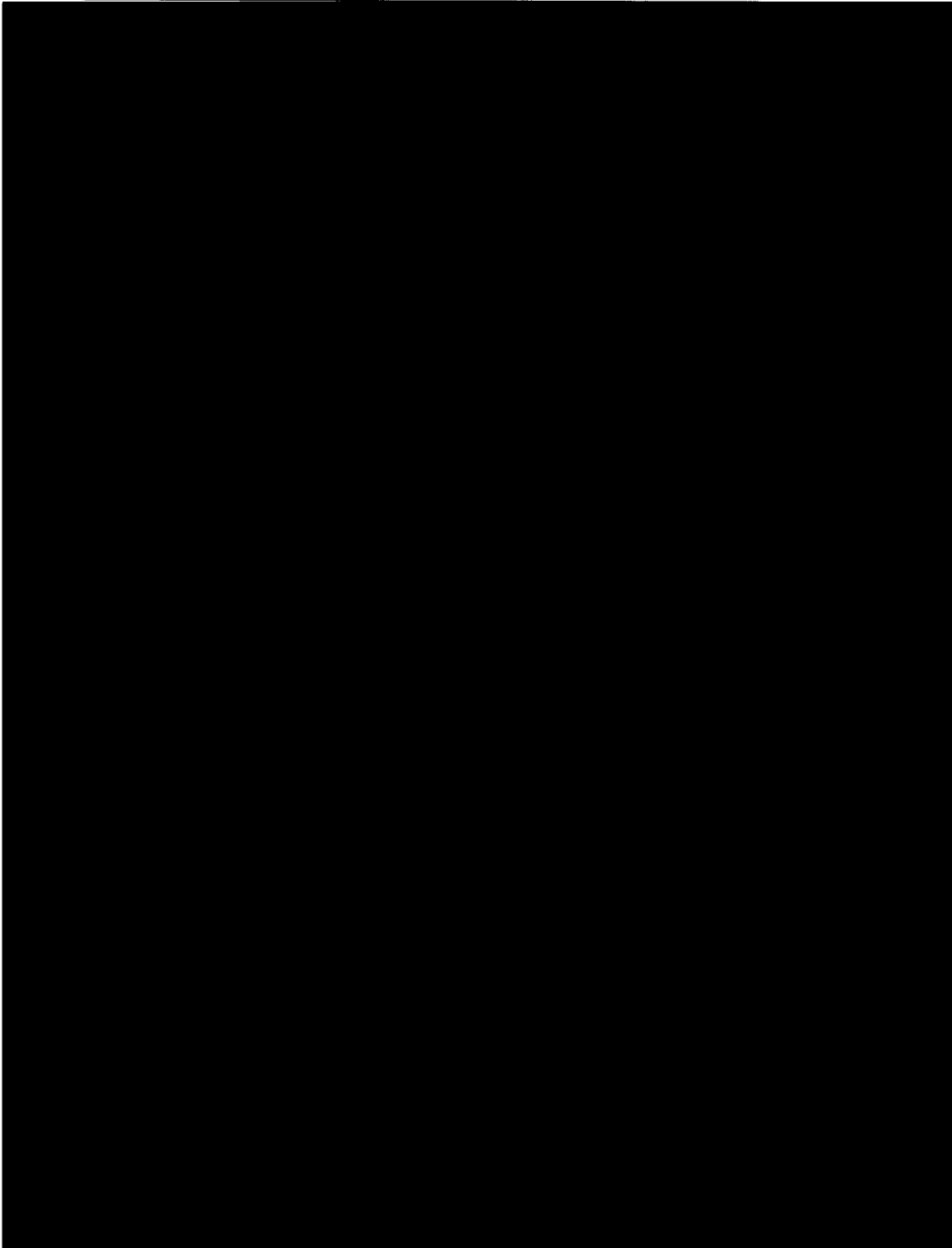




S. Dileto
(continued)

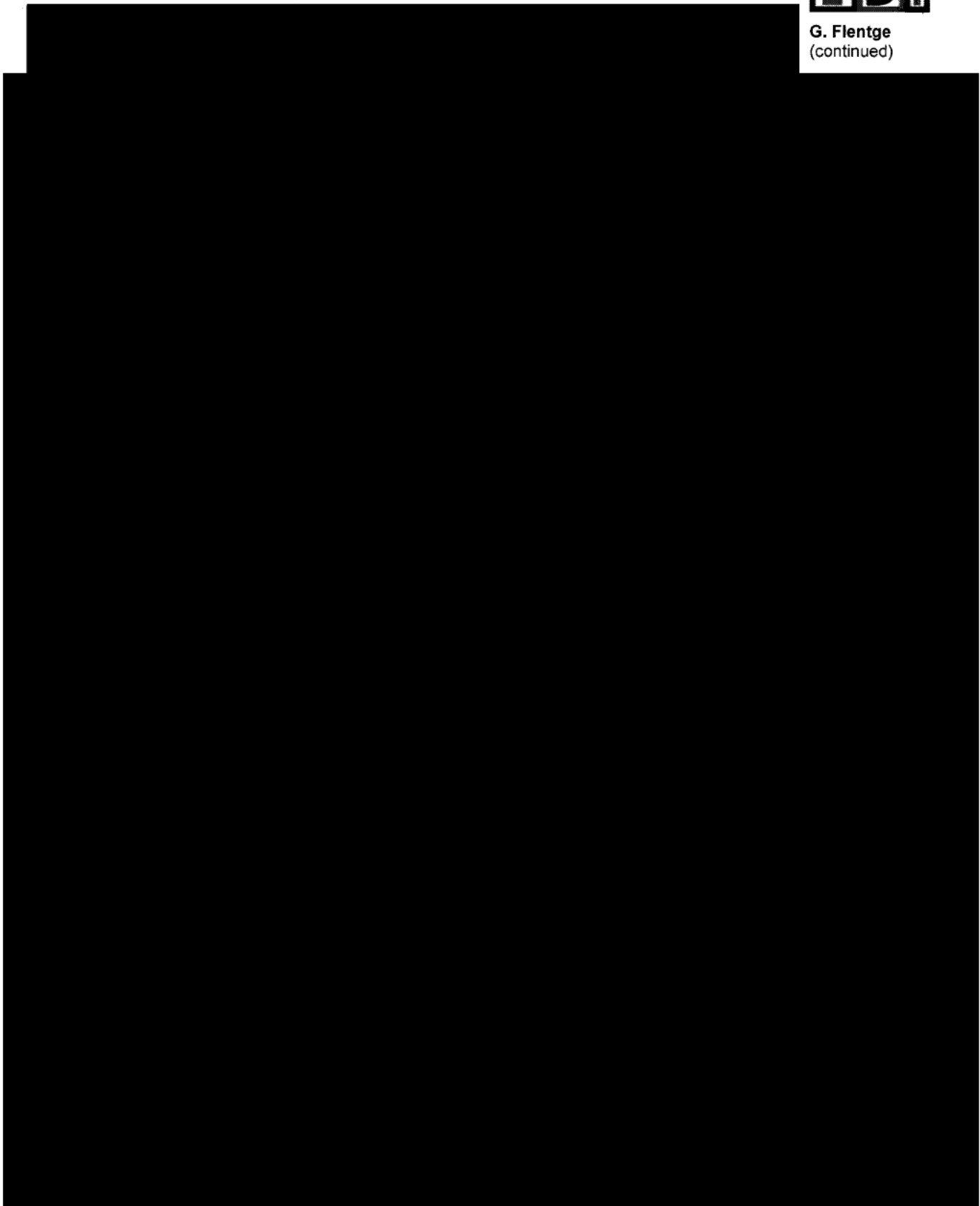


GARY P. FLENTGE, MPH, LEHP, REPA, CESCO
VICE PRESIDENT, INDUSTRIAL HYGIENE

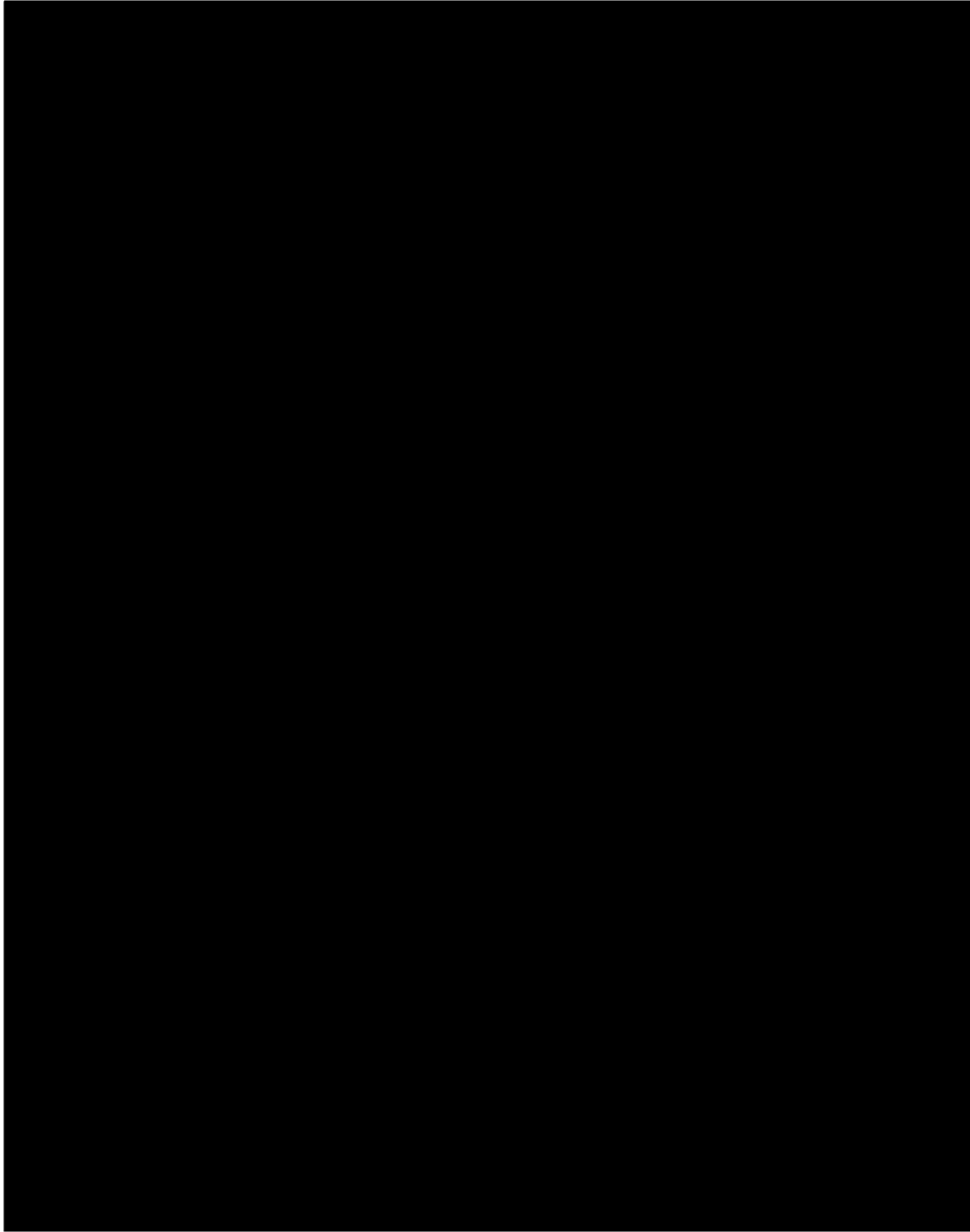




G. Flentge
(continued)

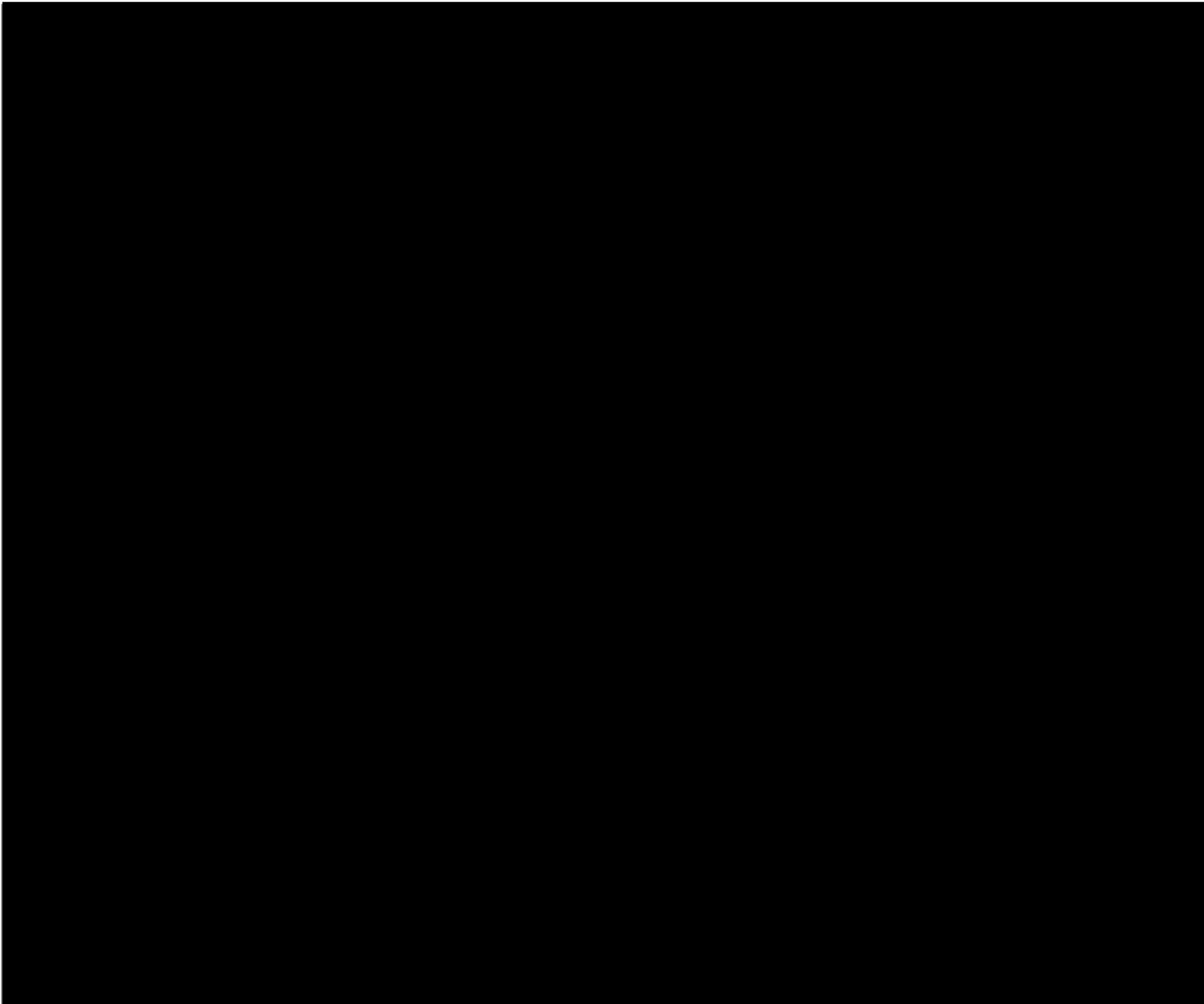
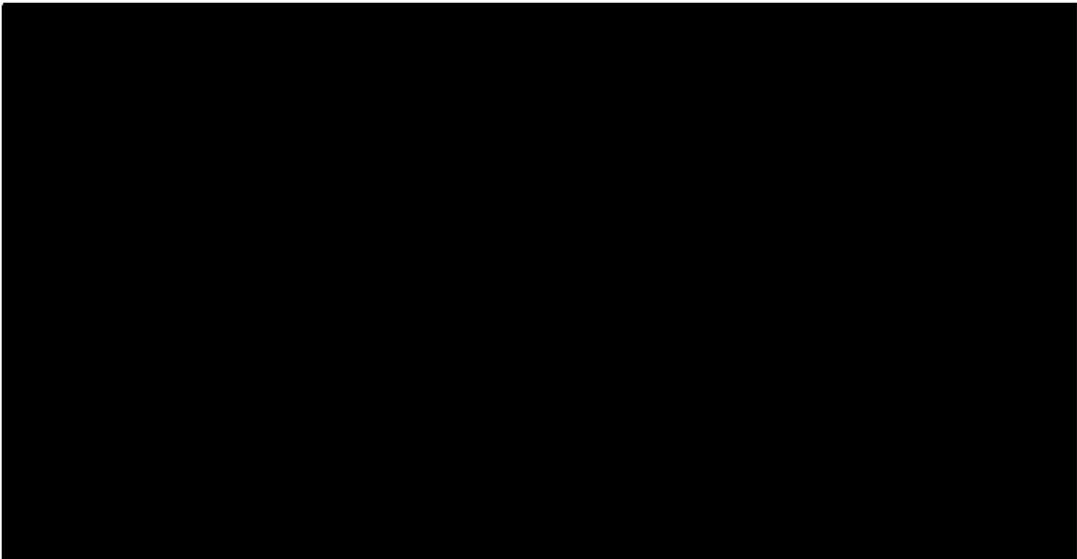


WILLIAM J. FLEMING, PLS
VICE PRESIDENT, SURVEY

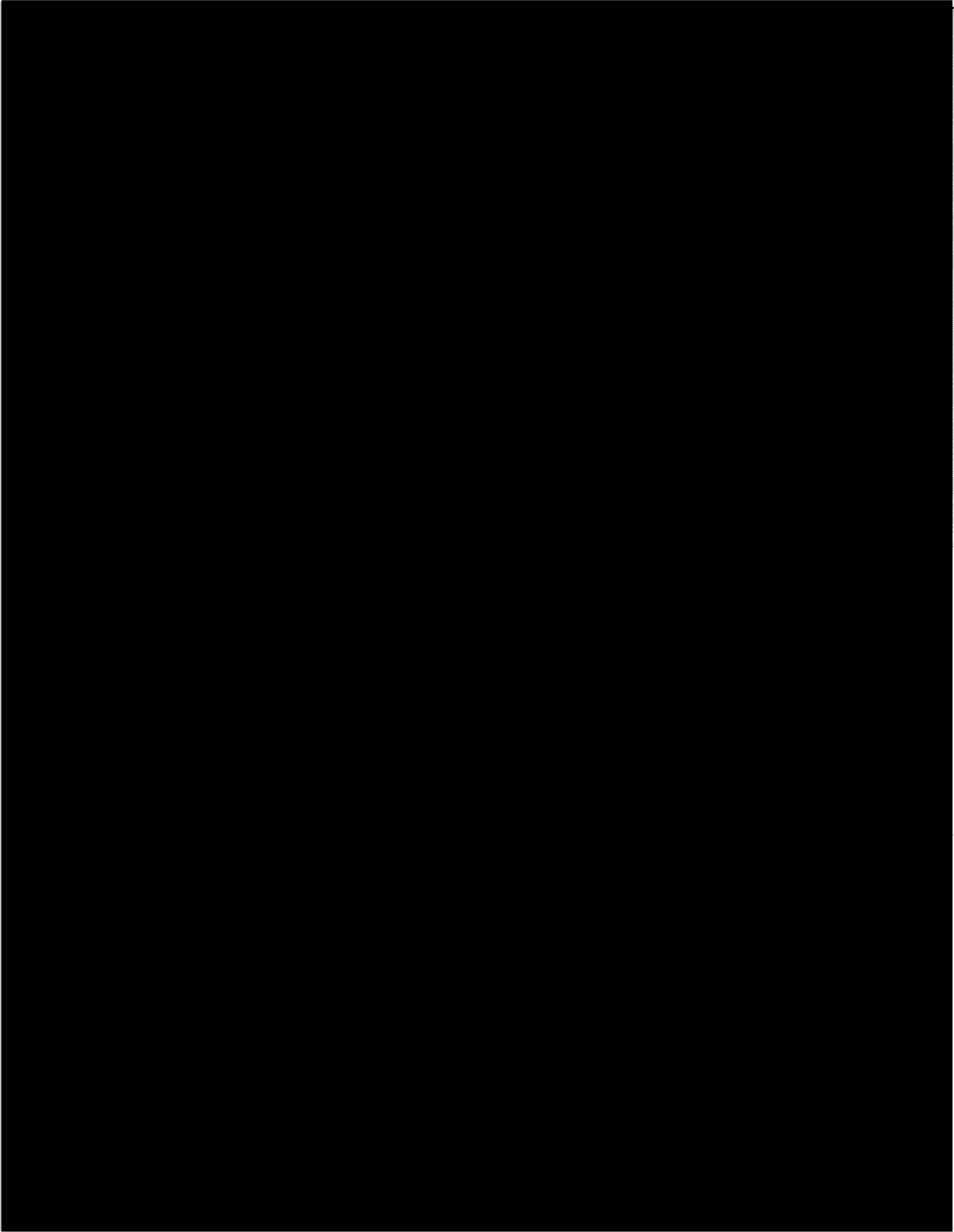




W. Fleming
(continued)



FELIX R. MORAN, PE
PROJECT MANAGER





F. Moran, PE
(continued)

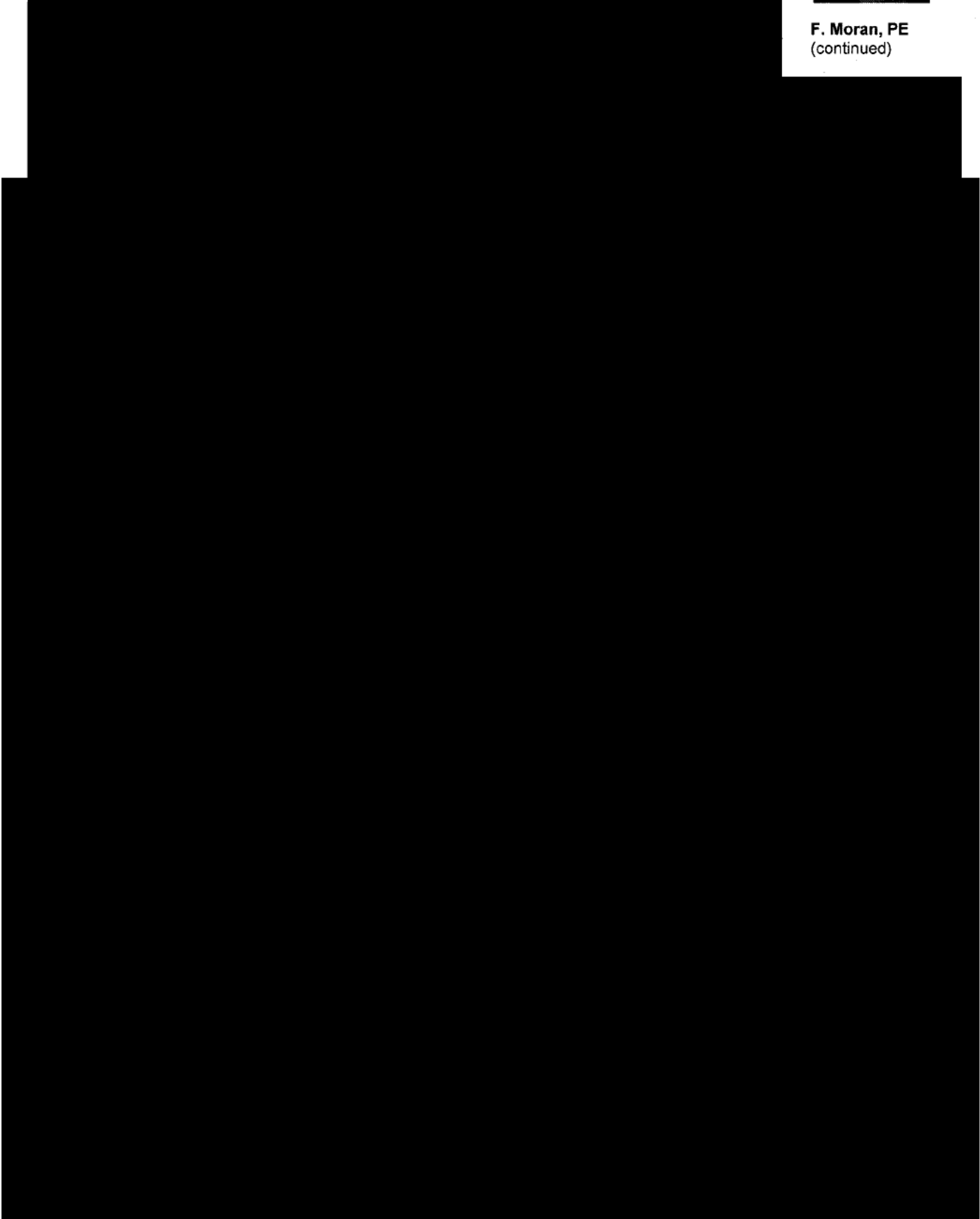


EXHIBIT F

Contract No. I-17-4306

Environmental Design International, inc.

SCOPE OF SERVICES

Topographic survey and basemapping for the 47th Street bridge over I-294 (BN255 at MP 26.45), and Wolf Road bridge over I-294 (BN 289 at MP 36.35). EDI will establish site control from supplied corridor control using GPS and digital differential leveling, setting control points with recovery ties and benchmarks with descriptions for construction document inclusion. Sufficient control will be set out of construction limits ensuring that control can be re-established throughout the construction phase. EDI will survey the existing project limits per the provided exhibits. Features including pavement edges, lighting and signage, public and private utilities, drainage structures with inverts, fencing and trees over 4" in caliper, along with abutments and slope walls. Above and underground utilities will be located by above ground observations with depths, heights and sizes noted. the area will be cross sectioned at 50 foot intervals with vertical breaklines for the development of a 3D model. The survey will be mapped in compliance with current ISTHA CADD Standards for the use of the Design Team.

ESIS Part I for the following Bridges: O'Hare Oasis Bridge over I-294, Bridge Number 394-0, and Mile Post 37.85. Identify hazardous materials that may be impacted in the oasis building demolition pursuant to Tollway Environmental Studies Manual (does not include other buildings or soils/groundwater). No lane closure. Prepare a report with findings and remediation recommendations. During design phases, provide drawings and specifications for remediation work. During Demolition, review submittals and respond to RFIs regarding environmental abatement. Bi-weekly site visits during demolition not included.

EXHIBIT G

Contract No. I-17-4306

Environmental Design International 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
RR-16-4267	Maintenance Facilities Site Design	\$1,094,992.00	\$1,094,992.00	6/30/2025
I-15-4657	EOWA Bensenville Yard	\$2,031,192.00	\$2,031,192.00	1/31/2026
D-91-227-15	US 45, IL 60 to IL 22	\$1,000,000.00	\$810,929.00	7/14/2025
D-91-110-12	Various Land Acquisition Surveys	\$500,000.00	\$188,978.00	3/31/2019
P-91-004-14	Various Phase I Projects	\$1,800,000.00	\$832,636.00	2/2/2024
D-91-462-14	Various Waste Assessments and Investigations	\$300,000.00	\$208,018.00	12/31/2017
P-30-010-14	Hazardous Waste Surveys	\$800,000.00	\$758,952.00	2/20/2018
C-91-192-14	CM I-55 at US 41 (Lake Shore Drive)	\$2,343,595.00	\$501,506.00	9/1/2017

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

Contract Information Sheet

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

Consultant Name: Singh & Associates, Inc.

Contract Number: I-17-4306

Proposal Date: 9/5/2017

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-17-4306 Consultant: Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept Design														Grand Total Exhibit A Hours	978
Preliminary Design															
Preliminary design															
Final design															
PM and coordination															
TOTALS														12	24

Contract Number: I-17-4306 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	40	40	60											140
Preliminary Design				60		60	60	60	60	60	60	60	60	540
Prefinal design														
Final design														
PM and coordination	2	2	2	2	2	2	2	2	2	2	2	2	2	24
TOTALS	42	42	62	62	62	62	62	62	62	62	62	62	62	704

Contract Number: I-17-4306 Consultant: 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	30	30	30	30	30										150
Final design						20	20	10	10						60
PM and coordination	2	2	2	2	2	2	2	2	1						17
TOTALS	32	32	32	32	32	22	22	12	11						227

Contract Number: I-17-4306

Consultant: 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														
Prefinal design														
Final design														
PM and coordination														
TOTALS														0

Contract Number: I-17-4306

Consultant: 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															
Prefinal design															
Final design															
PM and coordination															
TOTALS															0

Contract Number: I-17-4306

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															
Prefinal design															
Final design										20					20
PM and coordination										3					3
TOTALS														23	23

Contract No.: I-17-4306

Consultant: Singh & Associates, Inc.

Date: 9/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 11/9/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

11/9/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021
Date	Date	Date	Date	Date
2.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0
3.33%	20.00%	20.00%	20.00%	20.00%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

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

The escalation factor for this project is: 100.00%

Contract No.: I-17-4306

Consultant: Singh & Associates, Inc.

Date: 9/5/2017

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	Principal	\$50.00	\$70.00	\$70.00	\$70.00	18.00			Total Estimated O/T Hours: 978.00		
No	Project Manager	\$40.00	\$70.00	\$62.13	\$62.13	102.00			Average Premium O/T Hourly Rate: \$44.95		
No	Senior Engineer/Planner	\$40.00	\$70.00						Total Overtime Premium: \$43,961.10		
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$53.41	\$53.41	208.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$32.05	\$32.05	292.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$44.41	\$44.41	358.00					
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.: I-17-4306

Consultant: Singh & Associates, Inc.

Date: 9/5/2017

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	Engineer IV	Kirankumar Prajapati	\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
✓ Project Engineer/Planner	Engineer III	Rashesh Kumar Patel	\$25 - \$60
	Engineer III	Justin Holt	
✓ Staff Engineer/Planner	Engineer I	John Abadeza	\$20 - \$40
✓ Engineer /Accountant	Engineer II	Melvin Garvida	\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: I-17-4306 **Consultant:** Singh & Associates, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

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

- 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) \$ 535.00

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: Singh & Associates, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: Rashesh Kumar Patel

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

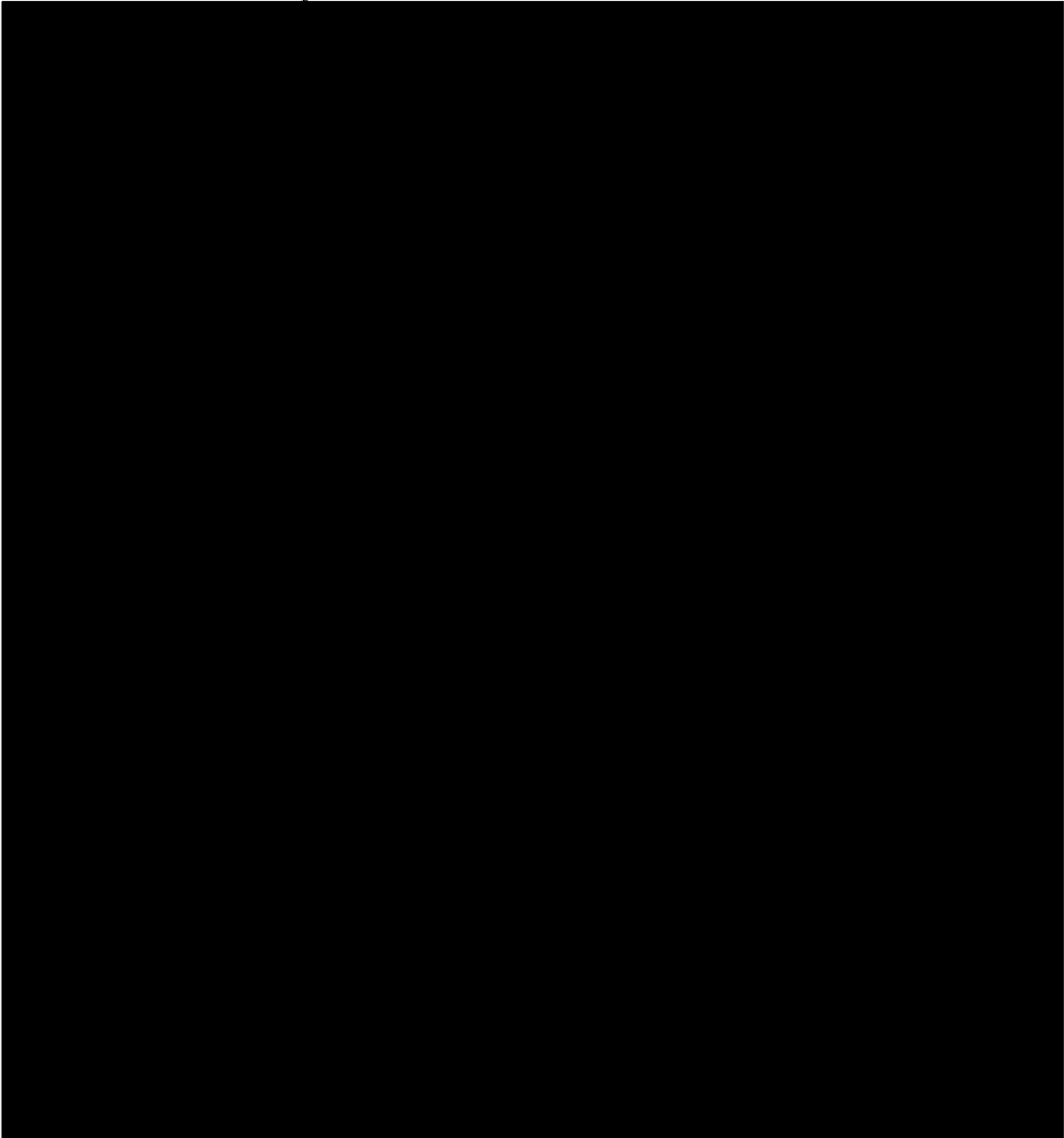
 Name: _____

 Classification: _____

SINGH

| RASHESH KUMAR PATEL, PE

| ELECTRICAL ENGINEER



SINGH

RASHESH KUMAR PATEL, PE

page 2

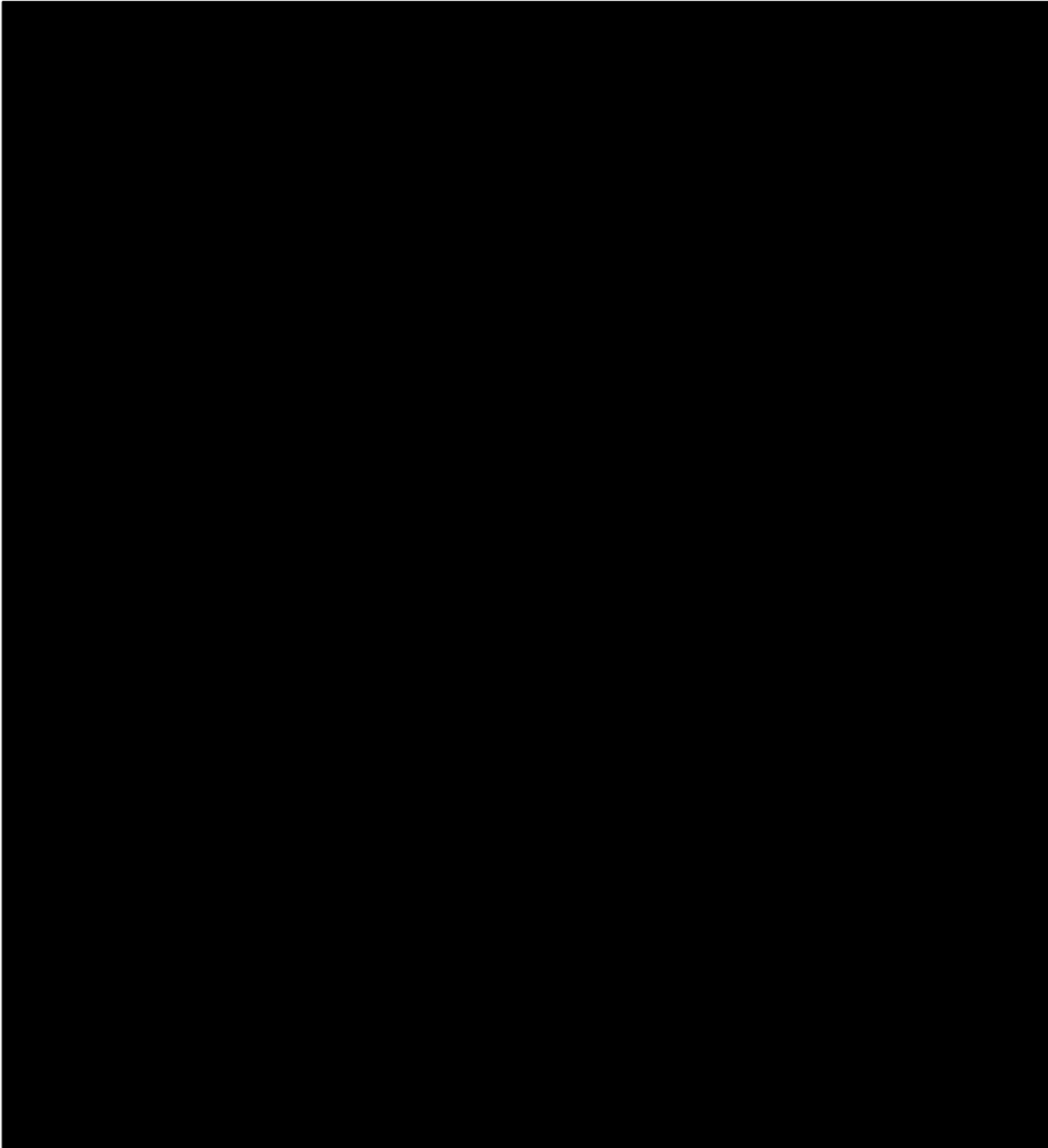


EXHIBIT F

Contract No. I-17-4306

Singh & Associates, Inc.

SCOPE OF SERVICES

Singh & Associates, Inc. (SINGH), as a sub-consultant to RME will perform lighting and electrical services for various Bridge Rehabilitation, Bridge Repairs, Bridge Demolition Design Contract I-17-4306. The services will be performed in accordance to ISTHA standards.

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.

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-17-4306 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.

- O'Hare oasis bridge removal – work associated with electrical and lighting
- Temporary electrical design for oasis.
- Underpass lighting design for 2 locations.
- Site Visit and investigation
- Review of photometric computations
- Review of concept layout and cost estimate
- Preliminary Design, Pre-Final Design (95%) and Final Design (100%)
- Specifications
- Quantities and cost estimates
- Utility coordination and power service application
- Project Management and Invoicing
- QA/QC
- ITS work not included in this scope of work

HOURS ESTIMATE OF CONSULTANT SERVICES - LIGHTING/ITS/ELECTRICAL DESIGN

PROJECT NAME: Tri-State Tollway, Bridge Rehabilitation, Bridge Repairs, Bridge Demolition

LOCATION: Various Locations

CLIENT: ISTHA

PRIME: Rubinos & Mesia Engineers, Inc.

CONTRACT NO. I-17-4306 (Contract #1)

SINGH P.N.: 17104

Item	Phase / Subphase Activity	Notes	No. of Sheets	Proposed Engineer	Engineer IV	Engineer III	Engineer II	Engineer I / Designer I	SINCH Hours
1.00 Concept Submittal									
1.01	Tollway Lighting System								0
1.02	Review Phase I engineering documents			4	4				8
1.03	Review of Tollway Design Criteria and impact			2	2				4
1.04	Review Lighting design concept report and layout			2	2	4			8
1.05	Photometric computations backcheck				2	2			4
1.06	O'hare oasis removal concept including parking lot and ramp lighting			4	8	16	20		48
1.07	Concept level cost estimate			4	8				12
1.08									0
1.09	Site visits and field investigation	Two visits, two engineer				8	8		16
SUBTOTAL				0	16	34	30	20	100
2.00 Preliminary PS&E									
2.01	Tollway Lighting System								0
2.02	Plans								0
2.03	Index, Legend, general notes and standards	20 hrs/Sheet	1	1	3	6	10		20
2.04	SOQ sheets	20 hrs/Sheet	1	1	3	6	10		20
2.05	Existing underpass removal/temporary plans	28 hrs/Sheet, 2 locations	2	2	12	18	24		56
2.06	Proposed underpass lighting plan	28 hrs/Sheet, 2 locations	2	2	12	18	24		56
2.07	Underpass Lighting details	28 hrs/Sheet	2	2	12	18	24		56
2.08	Temporary lighting details	28 hrs/Sheet	1	1	6	9	12		28
2.09	Conduit transition details	28 hrs/Sheet	2	2	12	18	24		56
2.10	Miscellaneous project specific details	28 hrs/Sheet	2	2	12	18	24		56
2.11	O'hare Oasis Electrical/lighting demo plans	28 hrs/Sheet	2	2	12	18	24		56
2.12	O'hare Oasis Electrical/lighting temporary system plans	32 hrs/Sheet	3	4	20	30	42		96
2.13									
2.14									
2.15	Specifications			2	6	8			16
2.16	Quantities and cost estimate			2	2	4	4		12
2.17	INVEST planning and design evaluations			2	4				6
SUBTOTAL			18	0	25	116	171	222	534
3.00 Pre-final PS&E									
3.01	Tollway Lighting System								0
3.02	Plans revisions	#hrs/Sheet, 19 Sheets		4	16	24	32		76
3.03	Specification revision			2	4	4			10
3.04	Quantities and cost estimate revision			1	2	2	3		8
3.05	INVEST planning and design evaluations			2	2				4
3.06	Disposition of review comments			2	3				5
SUBTOTAL			0	11	27	30	35		103
4.00 Final PS&E									
4.01	Tollway Lighting System								0
4.02	Plans revisions	2hrs/Sheet, 19 Sheets		4	6	12	16		38
4.03	Specification revision			2	2	2			6
4.04	Quantities and cost estimate revision			1	2	2	2		7
4.05									0
4.06	Disposition of review comments			2	2				4
SUBTOTAL			0	9	12	16	18		55
5.00 PM and coordination and Contract Packaging									
5.01	Design coordination with DCM, other DSEs and Tollway			8	8				16
5.02	Design Coordination with local agencies			4	2				6
5.03	ComEd service drop application and coordination			4	8				12
5.04	Project meetings and Design review meetings	Submittal review and project meeting		32					32
5.05	Project Management	4% of total		40					40
5.06	Efforts for various Contract packages	3 Package		4	8	16	20		48
5.07	QA/QC	4% of total		15	15				30
SUBTOTAL			15	107	26	16	20		184

PROJECT TOTAL:

15 168 215 263 315 976

EXHIBIT G
Singh + Associates, Inc
CURRENT OBLIGATIONS FOR PROJECT
I-17-4306

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-13-4116	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-14-4224	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		
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		

EXHIBIT G
Singh + Associates, Inc
CURRENT OBLIGATIONS FOR PROJECT

I-17-4306

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-17-4681 / 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 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
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	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 40%;"></td> <td style="width: 30%;"></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></td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$ -	
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Additional Services **	\$ -															
Total this Subconsultant (ULC)	\$ -															

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Peralte-Clark, LLC

Contract Number: I-17-4306

Proposal Date: 9/5/2017

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-17-4306

Consultant: Peralte-Clark, 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
MOT Concept 30%											24	24	48
Phase II MOT Plans													
Design Coord. Mtgs.											1	1	2
Site Visits											4	4	8
Project Admin / QAQC											8	4	12
Drainage and Utility													
TOTALS											37	29	66

Contract Number: I-17-4306

Consultant: Peralte-Clark, LLC

Peralte-Clark, 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				
MOT Concept 30%	24	24	24													72
Phase II MOT Plans	1	43	43	43	43	43	43	43	43	43	43	44	44	43	43	474
Design Coord. Mtgs.	1	1	1	1	1	1	1	1	1	1	1	1	1			10
Site Visits				4												4
Project Admin / QAQC	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	47
Drainage and Utility		14	14	14	14	14	14	14	14	14	14	14	14	14	14	164
TOTALS	29	86	86	66	62	62	62	62	62	61	61	61	61	62	61	771

Contract Number: I-17-4306

Consultant: Peralte-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%														
Phase II MOT Plans														
Design Coord. Mtgs.														
Site Visits														
Project Admin / QAQC	4													
TOTALS	4													4

Contract Number:

I-17-4306

Consultant:

Peralte-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%														
Phase II MOT Plans														
Design Coord. Mtgs.														
Site Visits														
Project Admin / QAQC														
TOTALS														0

Contract Number:

I-17-4306

Consultant:

Peralte-Clark, 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	
MOT Concept 30%													
Phase II MOT Plans													
Design Coord. Mtgs.													
Site Visits													
Project Admin / QAQC													
TOTALS													0

Contract Number: I-17-4306

Consultant: Peralte-Clark, 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		
MOT Concept 30%														
Phase II MOT Plans														
Design Coord. Mtgs.														
Site Visits														
Project Admin / QAQC										1				1
TOTALS													1	1

Contract No.: I-17-4306

Consultant: Peralte-Clark, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>842.00</u>	X	<u>\$ 49.66</u>	=	TOTAL DIRECT SALARY	\$ <u>41,813.72</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 \$ 117,078.42

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$2,500.00

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)

\$ 119,578.42

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

Date: 9/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 11/9/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
11/9/2017 - 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-17-4306

Consultant: Peralta-Clark, LLC

Date: 9/5/2017

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:								
							Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor						
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	16.00	842.00	\$49.66	\$41,813.72	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)	
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	141.00				Average Premium O/T Hourly Rate:					
No	Senior Engineer/Planner	\$40.00	\$70.00							Total Overtime Premium:					
No	Resident Engineer	\$40.00	\$70.00												
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.00	\$45.00	685.00									
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"

Contract No.: I-17-4306

Consultant: Peralte-Clark, LLC

Date: 9/5/2017

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	Jean-Alix Peralte	\$50 - \$70
✓ Project Manager	Vice President	John A. Clark	\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
✓ Project Engineer/Planner	Project Engineer	Allison Eberhardt	\$25 - \$60
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

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

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS - based on link below**
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) \$ 2,500.00

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: Peralte-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: Jean-Alix Peralte

Classification: QA/QC MOT

Name: John A. Clark

Classification: MOT/Staging

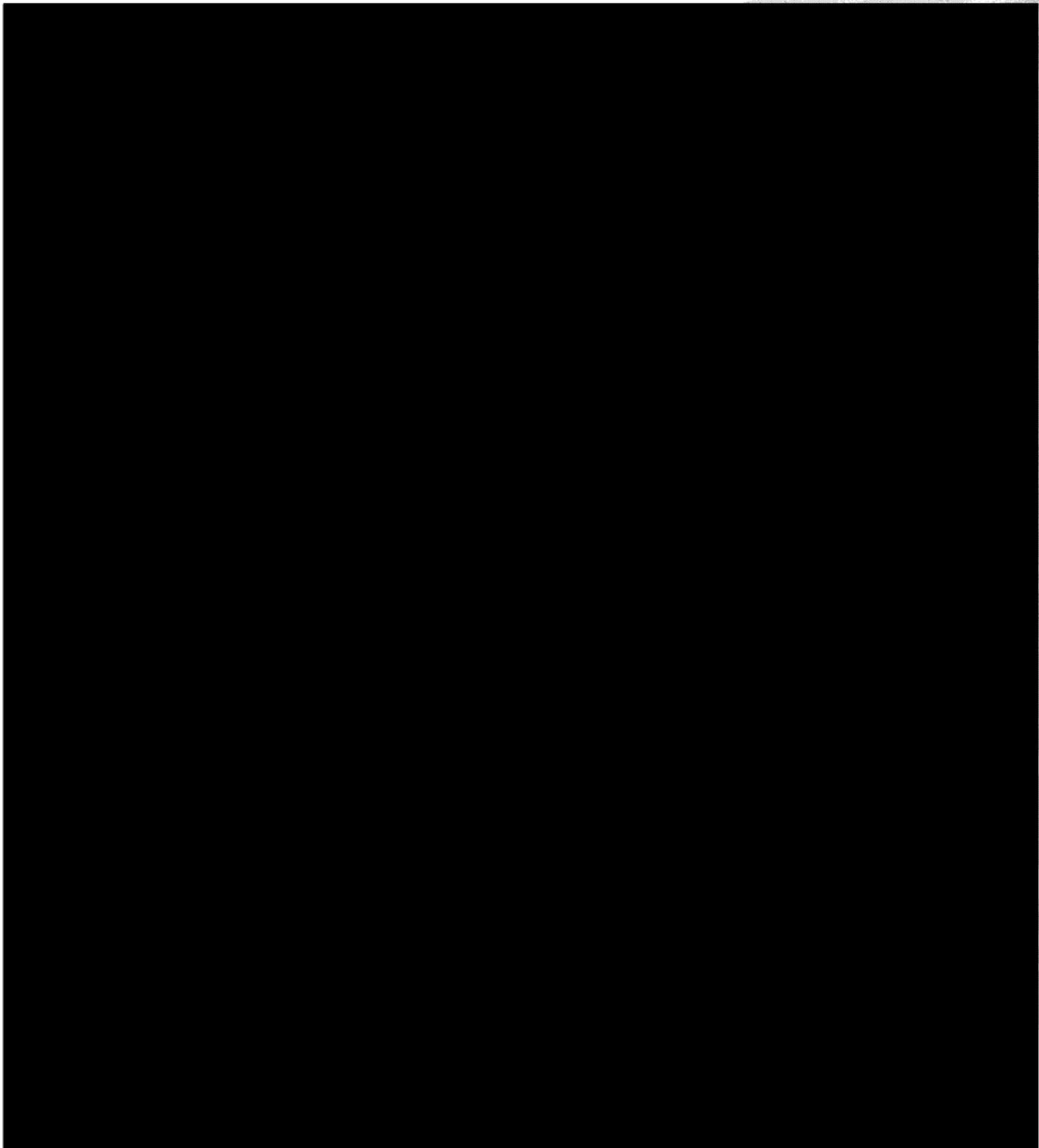
Name: _____

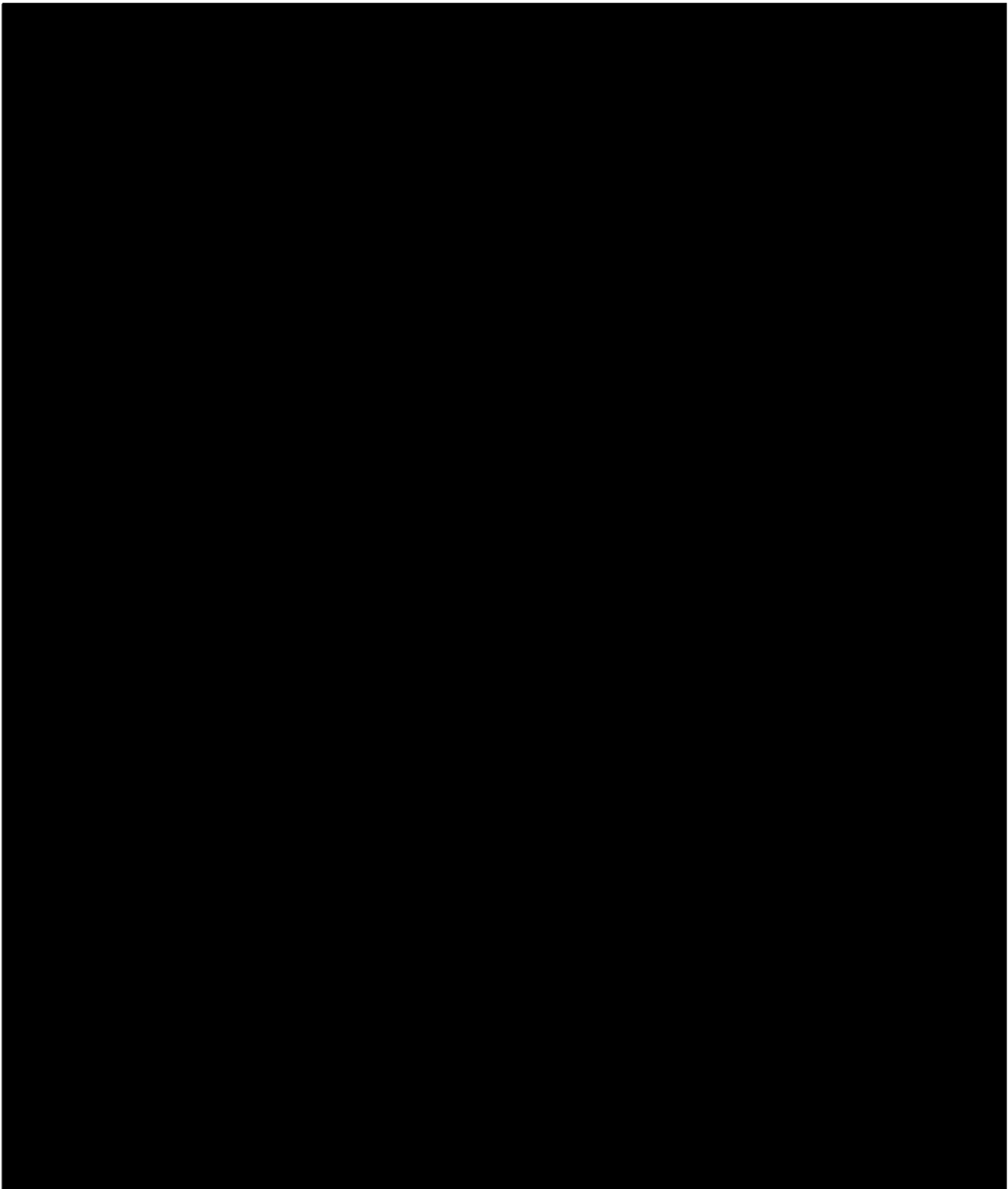
Classification: _____

Name: _____

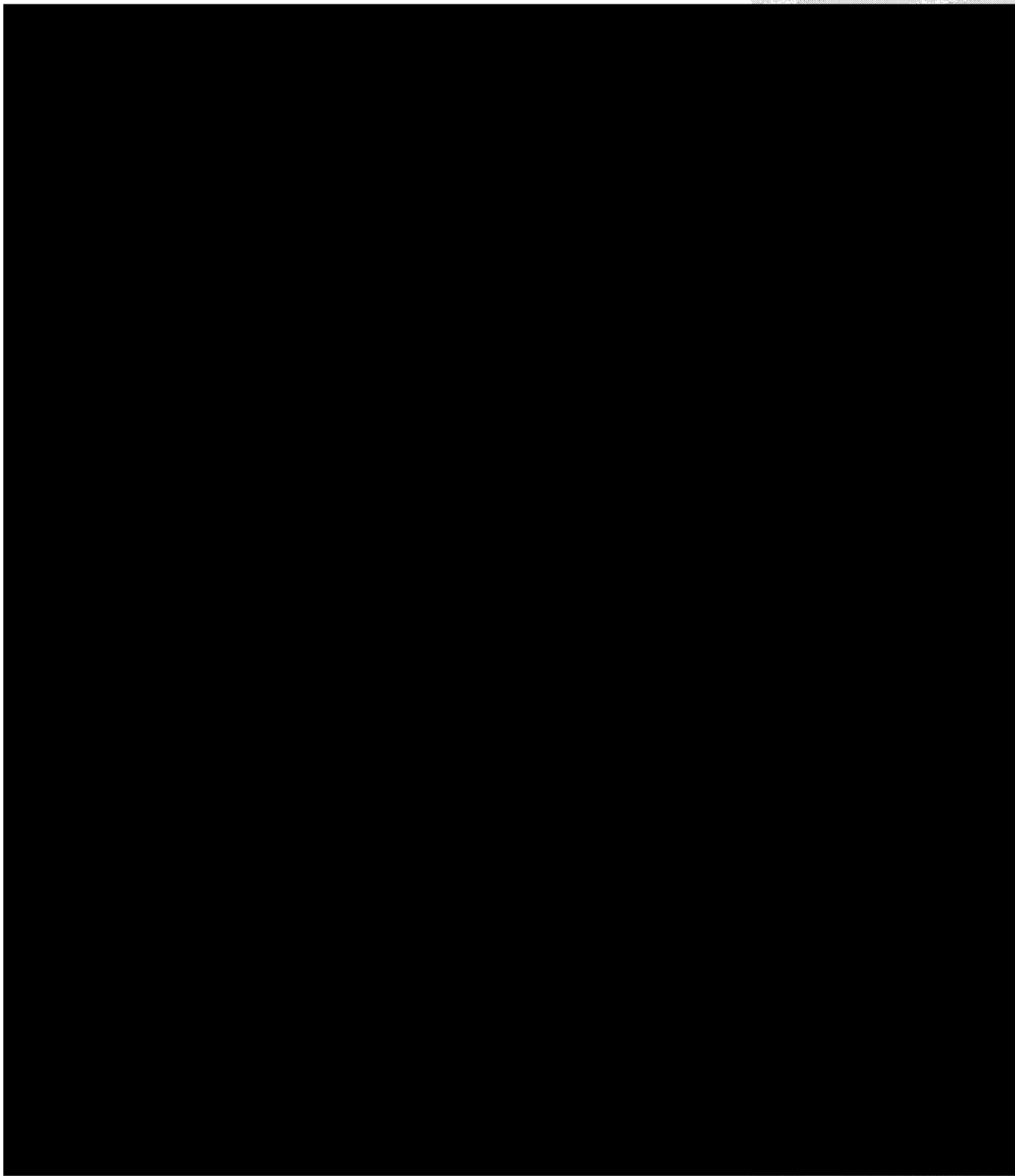
Classification: _____

JEAN-ALIX PERALTE, P.E., PTOE
QA/QC MOT





JOHN A. CLARK, P.E.
MOT/STAGING



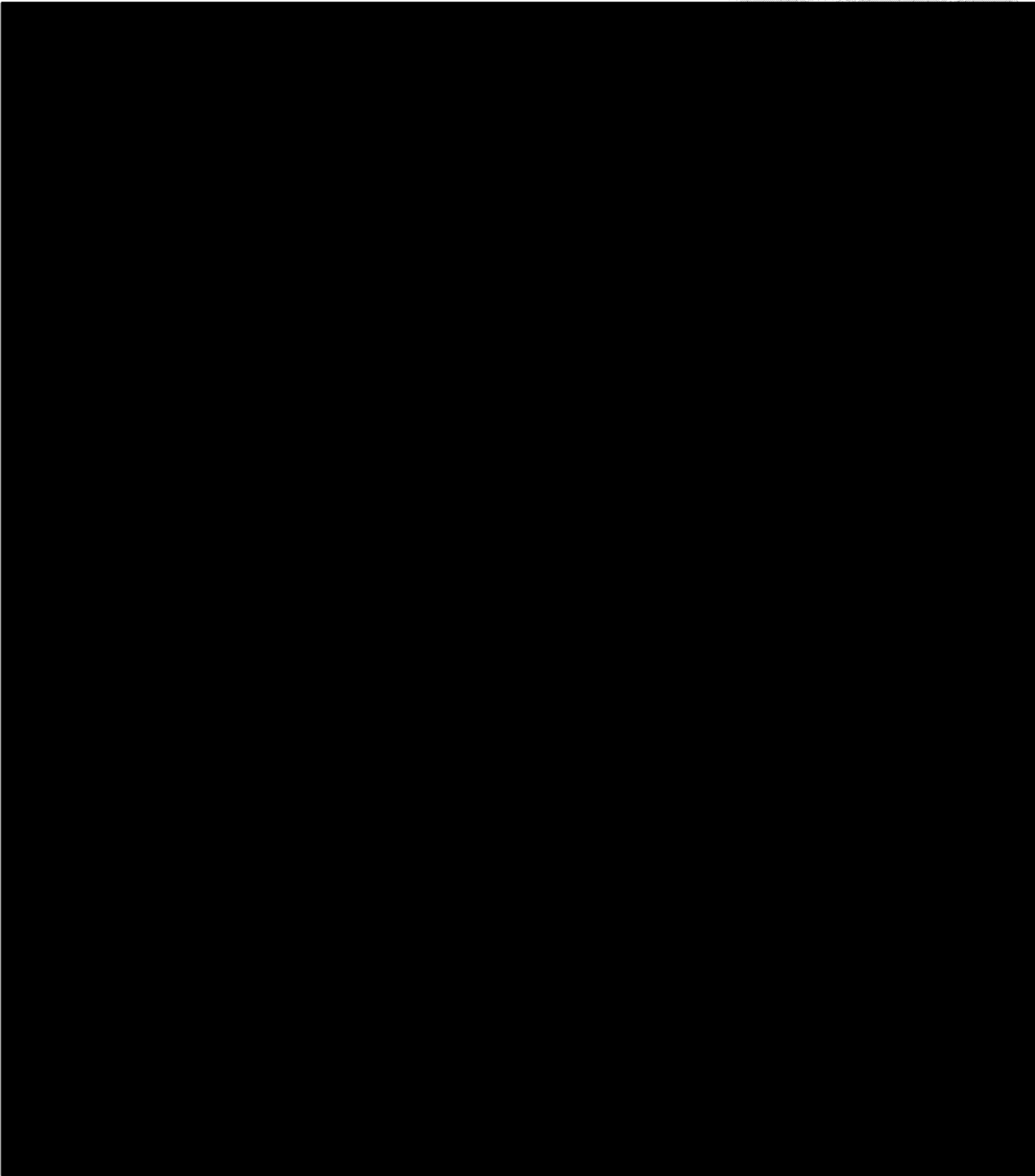


EXHIBIT F

Contract No. I-17-4306

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 47th Street Bridge Over I-294 (BN 255) & 47th Street Bridge Over Flag Creek (BN 257) – MOT concept and plan preparation
- Bridge Modifications to Wolf Road Bridge Over I-294 (BN 289) – MOT concept and plan preparation
- O'Hare Oasis Bridge Removal – MOT concept and plan preparation

The scope of design work for Peralte-Clark, LLC includes the preparation of maintenance of traffic concepts and Phase II maintenance of traffic plan preparation for the demolition of the O'Hare Oasis, and repairs to the three bridge structures noted above.

Peralte-Clark, LLC Tasks to be Performed:

- MOT Concept Development for All Three (3) Contracts
- MOT Plan Preparation for All Three (3) Contracts

Contract Milestones/Submittals:

- MOT Concept Submittal
- MOT Preliminary Submittal
- MOT Pre-Final Submittal
- MOT Final Submittal

WORKHOUR ESTIMATE



Illinois Tollway Contract I-17-4306

Subconsultant to Rubinos & Mesia Engineers, Inc.

PSB 17-3 Item 11

ROUTE(S): CENTRAL TRI-STATE (I-294)

**LOCATION: Tri-State Tollway (I-294) between 95th Street (M.P. 17.8)
and Balmoral Avenue (M.P. 40.0).**

IL TOLLWAY CONTRACT NUMBER: I-17-4306

PERALTE-CLARK, LLC PROJECT NUMBER: 17-0002-02

General Summary of 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 47th Street Bridge Over I-294 (BN 255) & 47th Street Bridge Over Flag Creek (BN 257) – MOT concept and plan preparation
- Bridge Modifications to Wolf Road Bridge Over I-294 (BN 289) – MOT concept and plan preparation
- O'Hare Oasis Bridge Removal – MOT concept and plan preparation

The scope of design work for Peralte-Clark, LLC includes the preparation of maintenance of traffic concepts and Phase II maintenance of traffic plan preparation for the demolition of the O'Hare Oasis, and repairs to the three bridge structures noted above.

Peralte-Clark, LLC Tasks to be Performed:

- MOT Concept Development for All Three (3) Contracts
- MOT Plan Preparation for All Three (3) Contracts

Contract Milestones/Submittals

- MOT Concept Submittal
- MOT Preliminary Submittal
- MOT Pre-Final Submittal
- MOT Final Submittal

Assumptions

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

1. MOT Concept 30% Plan Submittal

	Hours				
	Principal	Proj. Manager	Proj. Engineer	Total	
a. Bridge Modifications to 47th Street Bridge Over I-294 (BN 255) & 47th Street Bridge Over Flag Creek (BN 257) (2 Bridge Structures)					
1. Review Phase I MOT Concepts completed to date	0	0	4	4	4
2. Review established MOT budget and provide an updated 30% level cost estimate	0	0	4	4	4
3. Provide input on project schedule	0	0	4	4	4
4. Review adjacent contracts to confirm MOT concept compatibility	0	0	4	4	4
5. Prepare Technical Memo content pertaining to MOT work	0	0	4	4	4
6. Prepare Maintenance of Traffic 30% Concept Exhibit	0	0	4	4	4
a. Mainline MOT Plans (4 Stages, 4 Sheets Assumed)	0	0	4	4	4
b. Crossroad MOT Plans (2 Stages, 2 Sheets Assumed)	0	0	8	8	8
7. Review coordination with IDOT, regulatory, utility companies, and local agencies	0	0	4	4	4
SUBTOTAL WORKHOURS	0	0	36	36	36
b. Modifications to Wolf Road Bridge Over I-294 (BN 289) (1 Bridge Structure)					
1. Review Phase I MOT Concepts completed to date	0	0	4	4	4
2. Review established MOT budget and provide an updated 30% level cost estimate	0	0	4	4	4
3. Provide input on project schedule	0	0	4	4	4
4. Review adjacent contracts to confirm MOT concept compatibility	0	0	4	4	4
5. Prepare Technical Memo content pertaining to MOT work	0	0	4	4	4
6. Prepare Maintenance of Traffic 30% Concept Plans	0	0	4	4	4
a. Mainline MOT Plans (4 Stages, 4 Sheets Assumed)	0	0	8	8	8
b. Crossroad MOT Plans (2 Stages, 2 Sheets Assumed)	0	0	8	8	8
c. Concept Detour Plans (2 Sheets)	0	0	8	8	8
7. Review coordination with IDOT, FAA, regulatory, utility companies, and local agencies	0	0	8	8	8
SUBTOTAL WORKHOURS	0	0	48	48	48
c. O'Hare Oasis Bridge Removal					
1. Review Phase I MOT Concepts completed to date	0	0	4	4	4
2. Review established MOT budget and provide an updated 30% level cost estimate	0	0	4	4	4
3. Provide input on project schedule	0	0	4	4	4
4. Review adjacent contracts to confirm MOT concept compatibility	0	0	4	4	4
5. Prepare Technical Memo content pertaining to MOT work	0	0	4	4	4
6. Prepare Maintenance of Traffic 30% Concept Plans	0	0	4	4	4
a. Mainline MOT Plans (4 Stages, 4 Sheets Assumed)	0	0	8	8	8
b. Crossroad MOT Plans (2 Stages, 2 Sheets Assumed)	0	0	8	8	8
7. Review coordination with IDOT, FAA, regulatory, utility companies, and local agencies	0	0	4	4	4
SUBTOTAL WORKHOURS	0	0	36	36	36

2. Preparation of Preliminary, Pre-Final and Final Phase II Maintenance of Traffic Plans

	Hours				Total
	Principal	Proj. Manager	Proj. Engineer		
a. Bridge Modifications to 47th Street Bridge Over I-294 (BN 255) & 47th Street Bridge Over Flag Creek (BN 257) (2 Bridge Structures)					
1. MOT Typical Sections (2 Sheets)	0	2	8		10
2. MOT General Notes and Sequence of Construction (1 Sheet)	0	4	8		12
3. MOT Plan (4 Stages, 4 Sheets Assumed)					
a. Mainline MOT Plans (4 Stages, 4 Sheets Assumed)	0	0	40		40
b. Crossroad MOT Plans (2 Stages, 2 Sheets Assumed)	0	0	60		60
4. Quantities	0	4	16		20
5. Specifications	0	4	4		8
6. Cost Estimate	0	2	4		6
SUBTOTAL WORKHOURS	0	16	140		156
b. Modifications to Wolf Road Bridge Over I-294 (BN 289) (1 Bridge Structure)					
1. MOT Typical Sections (2 Sheets)	0	2	16		18
2. MOT General Notes and Sequence of Construction (1 Sheet)	0	4	8		12
3. MOT Plan (4 Stages, 4 Sheets Assumed)					
a. Mainline MOT Plans (4 Stages, 4 Sheets Assumed)	0	0	60		60
b. Crossroad MOT Plans (2 Stages, 2 Sheets Assumed)	0	0	24		24
c. Roadway Detour Plans (2 Sheets)	0	0	32		32
4. Quantities	0	4	16		20
5. Specifications	0	6	4		10
6. Cost Estimate	0	2	4		6
SUBTOTAL WORKHOURS	0	18	164		182
c. O'Hare Oasis Bridge Removal					
1. MOT Typical Sections (2 Sheets)	0	2	16		18
2. MOT General Notes and Sequence of Construction (1 Sheet)	0	4	8		12
3. MOT Plan (4 Stages, 4 Sheets Assumed)					
a. Mainline MOT Plans (4 Stages, 4 Sheets Assumed)	0	0	48		48
b. Parking Lot and Gas Station Access MOT Plans (2 Stages, 2 Sheets Assumed)	0	0	24		24
4. Quantities	0	4	16		20
5. Specifications	0	4	4		8
6. Cost Estimate	0	2	4		6
SUBTOTAL WORKHOURS	0	16	120		136

Peralte - Clark

Illinois Tollway - Central Tri-State (I-294)
Contract No.: I-17-4306

3. Project Coordination Meetings

	Hours			
	Principal	Proj. Manager	Proj. Engineer	Total
a. Project Coordination Meetings (assumes 1 person for 1 hour each, 12 mtgs.)	0	12	0	12
	0	12	0	12

4. Site Visits

a. Field Trip to Project Sites (1 person)	0	0	8	8
2 trips @ 4 hrs. each				
SUBTOTAL WORKHOURS	0	0	8	8

5. Project Administration and Quality Assurance / Quality Control

a. General Project Management and Administration (16 months, 3.5 hrs per month)	0	48	0	48
b. QA/QC	8	8	0	16
SUBTOTAL WORKHOURS	8	56	0	64
TOTAL WORKHOURS	8	118	552	678

Peralte-Clark

Illinois Tollway - Central Tri-State (I-294)
Contract No.: I-17-4306

SUMMARY OF PERALTE-CLARK WORKHOURS:

	Hours
1. MOT Concept 30% Plan Submittal	
a. Bridge Modifications to 47th Street Bridge Over I-294 (BN 255) & 47th Street Bridge Over Flag Creek (BN 257) (2 Bridge Structures)	36
b. Modifications to Wolf Road Bridge Over I-294 (BN 289) (1 Bridge Structure)	48
c. O'Hare Oasis Bridge Removal	36
2. Preparation of Preliminary, Pre-Final and Final Phase II Maintenance of Traffic Plans	
a. Bridge Modifications to 47th Street Bridge Over I-294 (BN 255) & 47th Street Bridge Over Flag Creek (BN 257) (2 Bridge Structures)	156
b. Modifications to Wolf Road Bridge Over I-294 (BN 289) (1 Bridge Structure)	182
c. O'Hare Oasis Bridge Removal	136
3. Project Coordination Meetings	12
4. Site Visits	8
5. Project Administration and Quality Assurance / Quality Control	64
Total	678

EXHIBIT G

Contract No. I-17-4306

Peralte-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

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)

<p>1</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	_____		Direct Costs	_____		Services by Others	_____		Additional Services **	_____		Total this Subconsultant (ULC)	\$ _____	-	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	_____		Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
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Total this Subconsultant (ULC)	\$ _____	-																													
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Direct Costs	\$ _____	-																													
Services by Others	\$ _____	-																													
Additional Services **	\$ _____	-																													
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<p>5</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-	<p>10</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
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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-17-4306

Proposal Date: 9/5/2017

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-17-4306

Consultant: GSG Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017											Grand Total Exhibit A Hours	300
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS
Geotechnical Investigation											5	5	10
TOTALS											5	5	10

Contract Number: I-17-4306

Consultant: GSG 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	
Geotechnical Investigation	10	35	40	50	40	40	25	2			2		244
TOTALS	10	35	40	50	40	40	25	2			2		244

Contract Number: I-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 Investigation	2	2	2	2	2	2	2	2	2	2	2	2	22
TOTALS	2	2	2	2	2	2	2	2	2	2	2	2	22

Contract Number: I-17-4306 Consultant: GSG Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Geotechnical Investigation	2			2			2			2						8
TOTALS	2			2							2				2	8

Contract Number: I-17-4306 Consultant: GSG Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Geotechnical Investigation		2			2			2		2			2			8
TOTALS		2			2			2		2			2			8

Contract No.: I-17-4306 Consultant: GSG Consultants, Inc.

Date: 9/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 11/9/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
11/9/2017 - 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: 9/5/2017

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 Direct Labor		
							Escalated Average O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	16.00			
No	Project Manager	\$40.00	\$70.00	\$54.00	\$54.00	32.00			
No	Senior Engineer/Planner	\$40.00	\$70.00	\$47.00	\$47.00	64.00			
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$40.00	\$40.00	32.00			
No	Staff Engineer/Planner	\$20.00	\$40.00	\$30.00	\$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	72.00			
No	Architect	\$30.00	\$70.00						
No	Realty Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						
Total Estimated Work Hours: 300.00 Average Hourly Rate: \$39.63 Total Direct Labor \$11,889.00							Total Estimated O/T Hours: Average Premium O/T Hourly Rate: Total Overtime Premium:		

Contract No.: I-17-4306

Consultant: GSG Consultants, Inc.

Date: 9/5/2017

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

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES		DIRECT COST		OVERTIME PREMIUM		
<p>Total Estimated Work Hours: 300.00</p> <p>Average Hourly Rate: \$39.63</p> <p>Total Direct Labor: \$11,889.00</p>		<p>Total Estimated O/T Hours:</p> <p>Average Premium O/T Hourly Rate:</p> <p>Total Overtime Premium:</p>		<p>Escalated Average Premium Overtime Hourly Rate (See Note C to Right)</p> <p>Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)</p>		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)
No	Admin/Clerical	\$8.25	\$40.00	\$27.00	\$27.00	24.00

Contract No.: I-17-4306

Consultant: GSG Consultants, Inc.

Date: 9/5/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Sassila, Ala	\$50 - \$70
Project Manager	Project Manager	Letzel, Scott	\$40 - \$70
	Project Manager	Olson, Jay	
	Project Manager	Shah, Jigar M.	
	Project Manager	Suda, Robert	
Senior Engineer/Planner	Senior Engineer	Edgell, Dawn	\$40 - \$70
	Senior Engineer	Chandhuri, Kalyan S.	
	Senior Engineer	Shaikh, Kaleem	
	Project Manager	Thomas, Crispin	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Johnson, Charles	\$25 - \$60
	Project Engineer	Chipko, Matthew	
	Project Engineer	Jarass, Qassem	
	Project Engineer	Riad, Ossama	
	Project Engineer	Rothamer, Jeffery	
Staff Engineer/Planner	Staff Engineer	Flores, Edwin	\$20 - \$40
	Staff Engineer	Kizawi, Ameer	
	Staff Engineer	Votava, Jeffery	
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	Inspector	Cagney, Thaddeus	\$15 - \$50
	Inspector	McCoy, David	
	Inspector	Oliver, Lindsey	
	Inspector	Motlani, Imran	
	Inspector	Rowe, Joshua	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrator	Garman, Hala	\$8.25 - \$40
	Administrator	Zarco, Petra	

Contract No.: I-17-4306 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.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

Drilling

Laboratory Testing

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 30,500.00

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	\$81.00
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	\$250.00
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.	\$19.50
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	LF	\$1.50
Backfill Environmental Boring (Bentonite or Grout)	L.F.	\$3.00
Backfill soil cutting	LF	\$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 (Wage, Mob, other Items as above) - Direct Push DT 1-1/8"	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 8" 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-17-4306

Consultant: GSG Consultants, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Ala Sassila

Project Manager: Scott Letzel

Project Engineer: Jeffrey Rothamer

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: Dawn Edgell

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

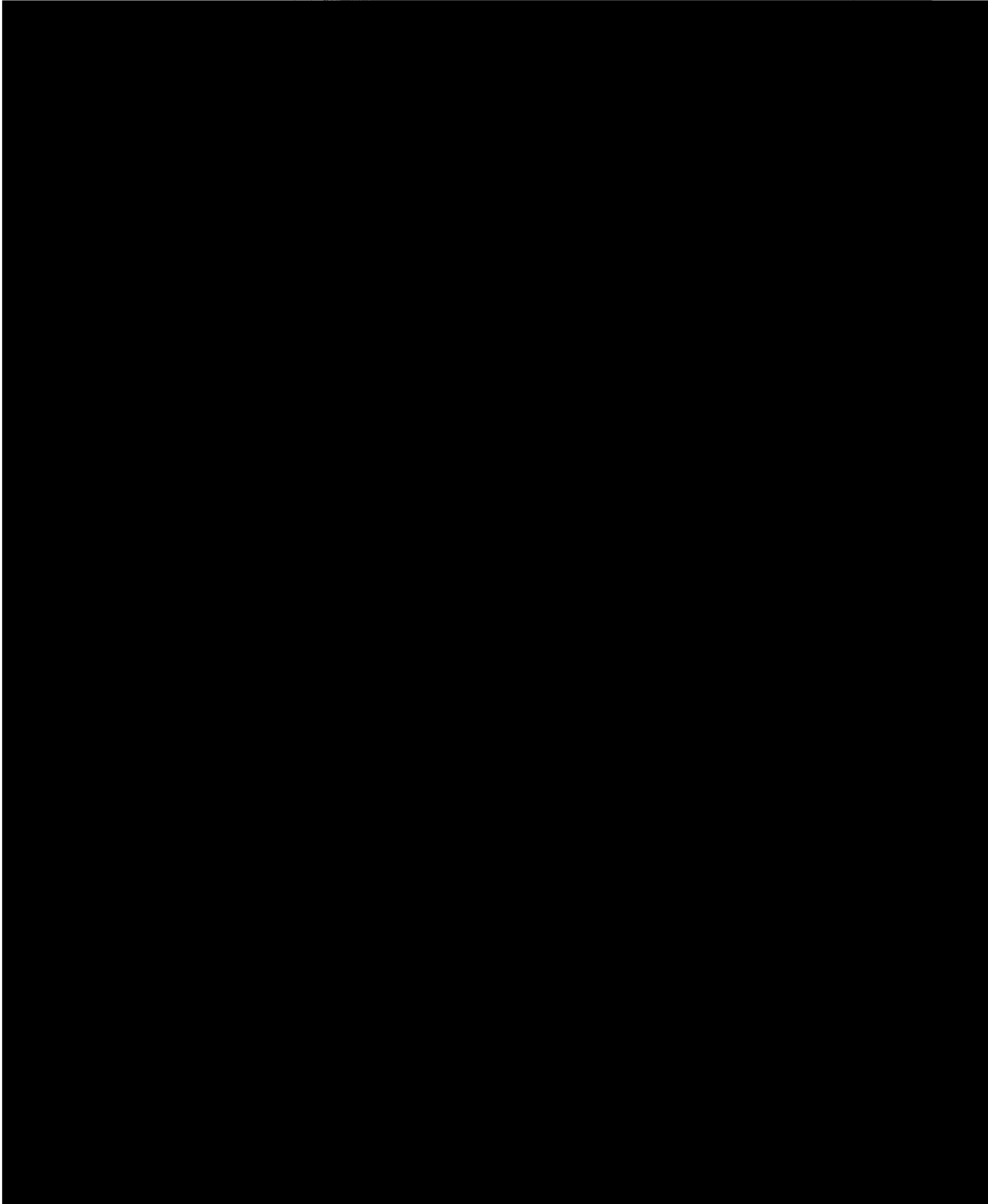
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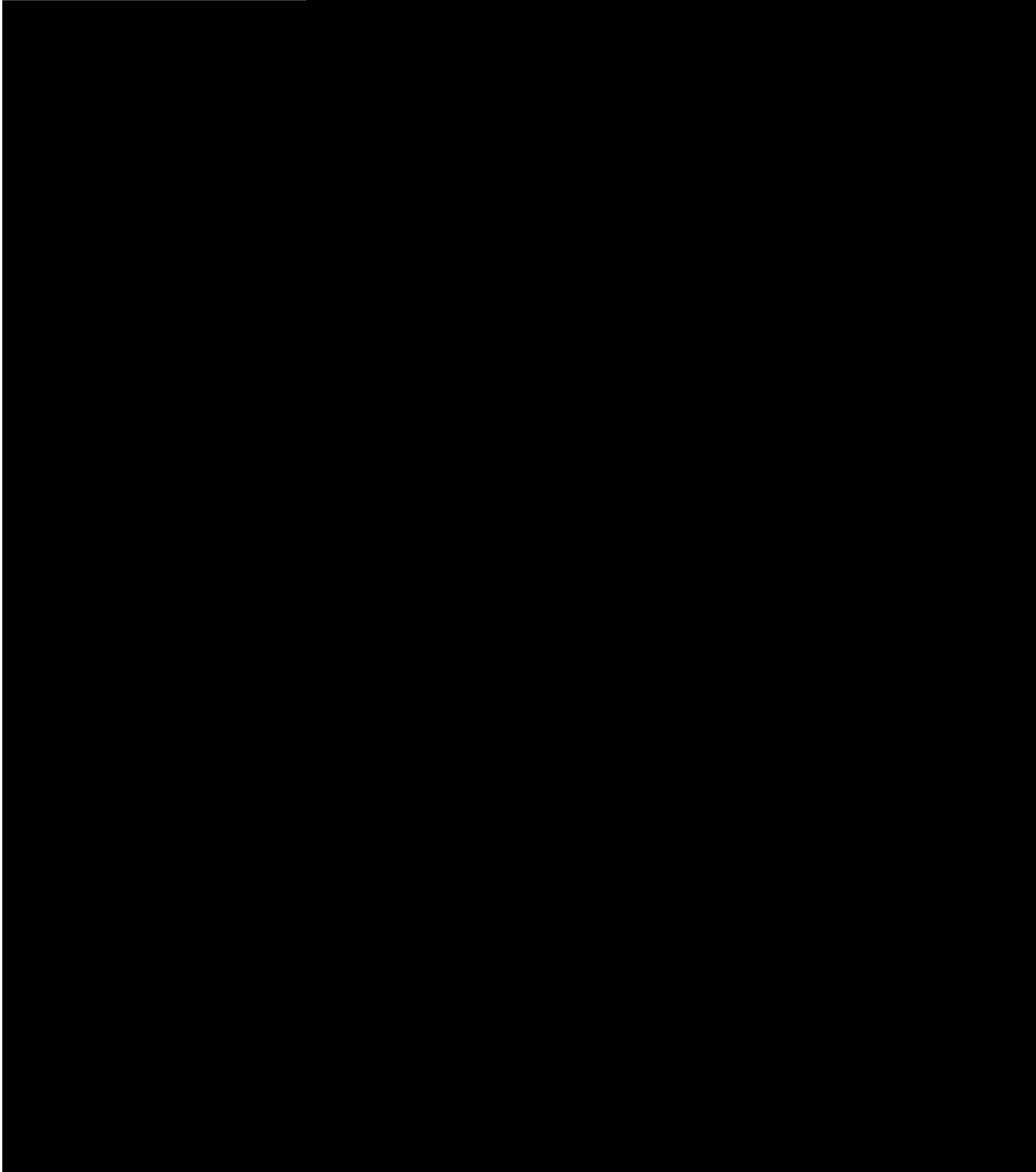
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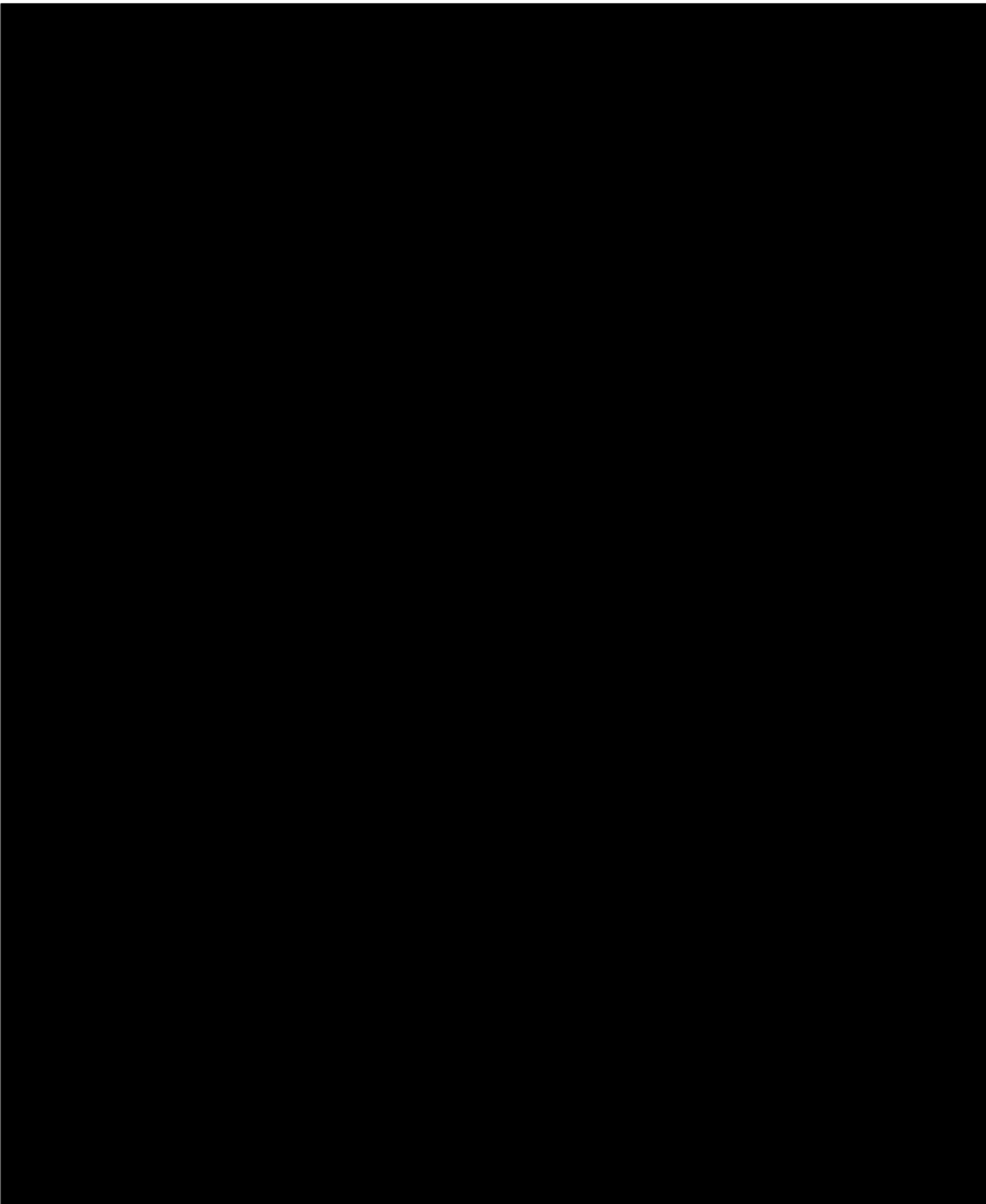
Classification: _____

Ala Sassila, Ph.D., P.E.
*Vice President, Director of
Engineering*

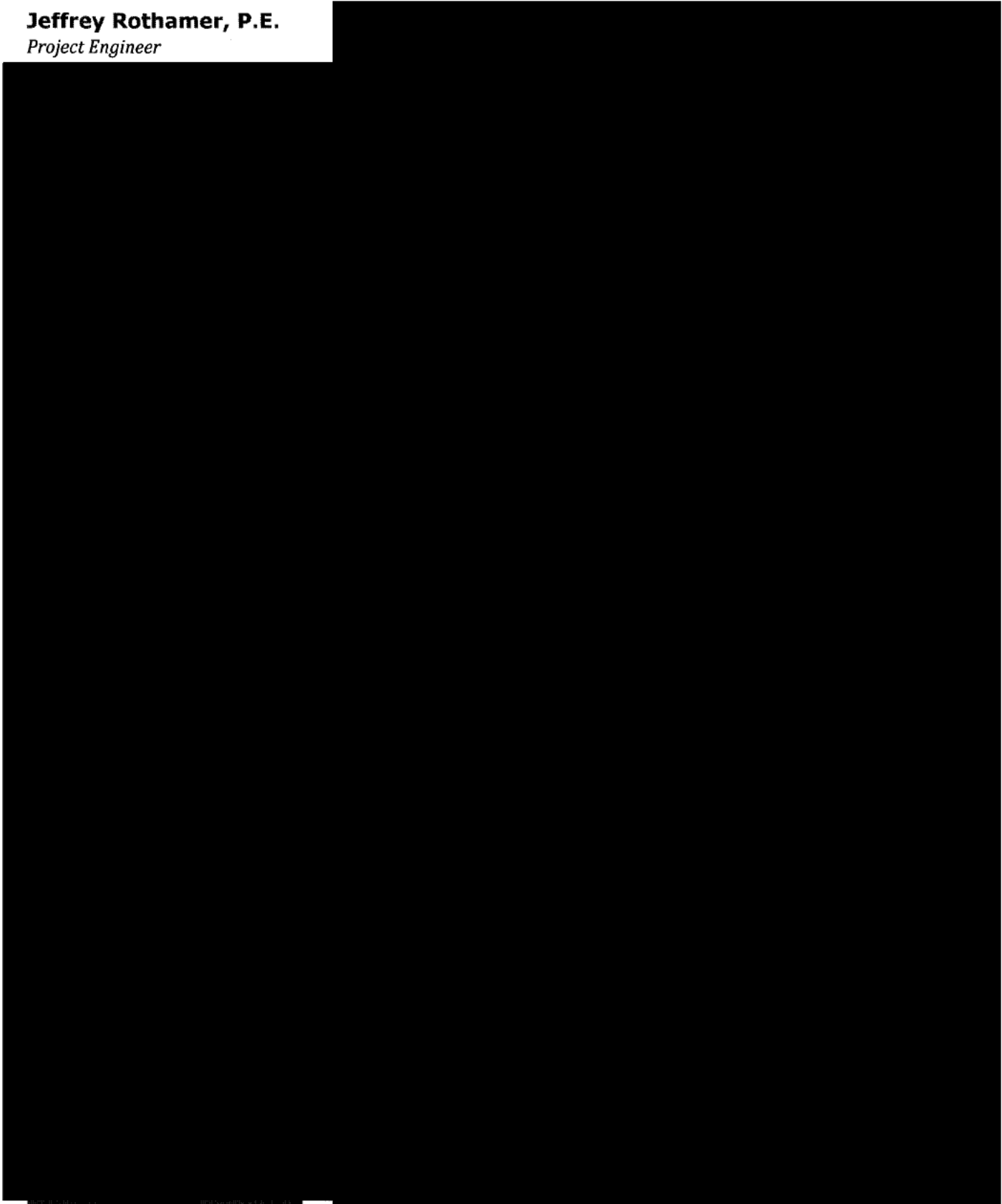


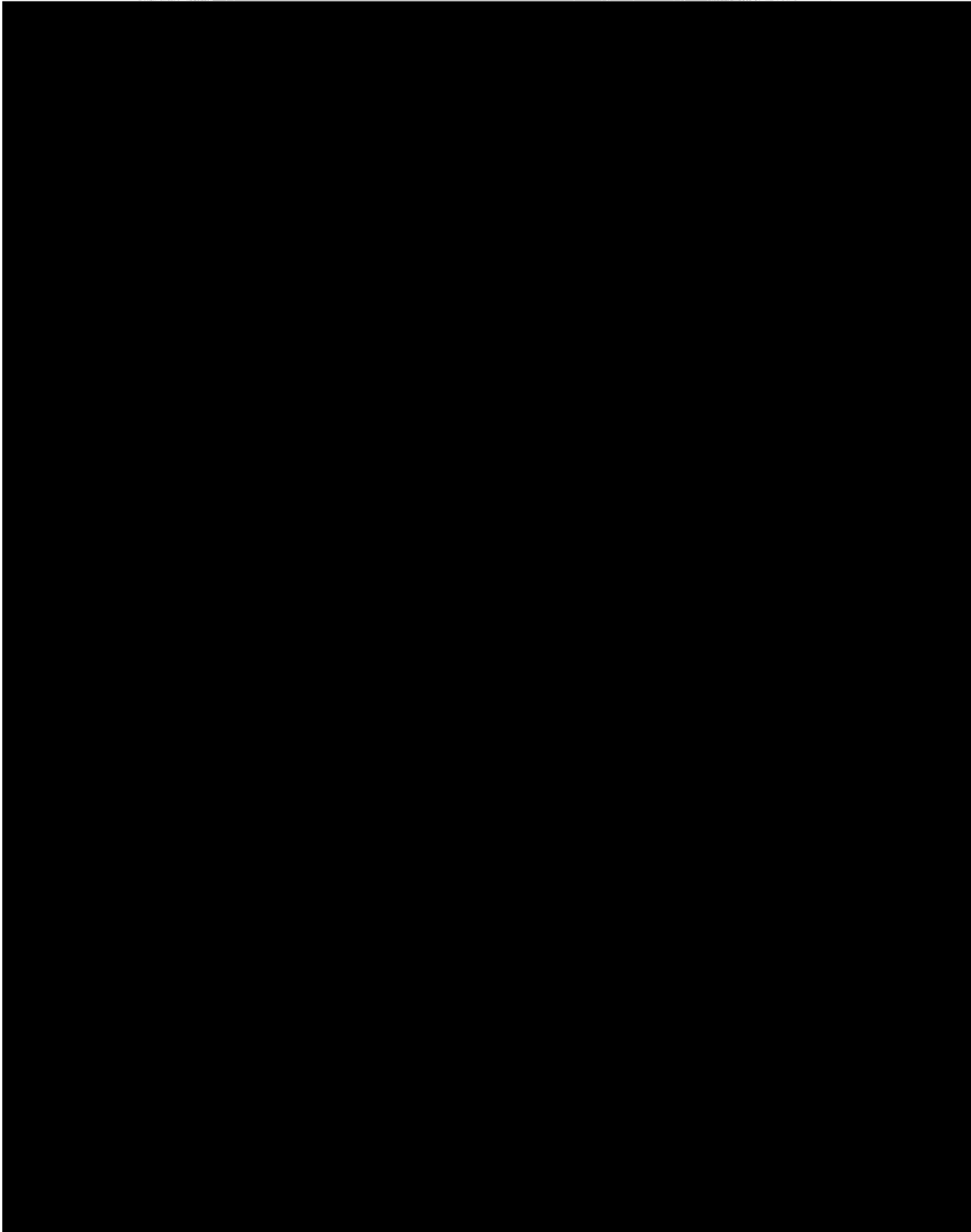
Scott A. Letzel, P.G.
Director of Field Services





Jeffrey Rothamer, P.E.
Project Engineer





Dawn Edgell, P.E.
Sr. Project Engineer

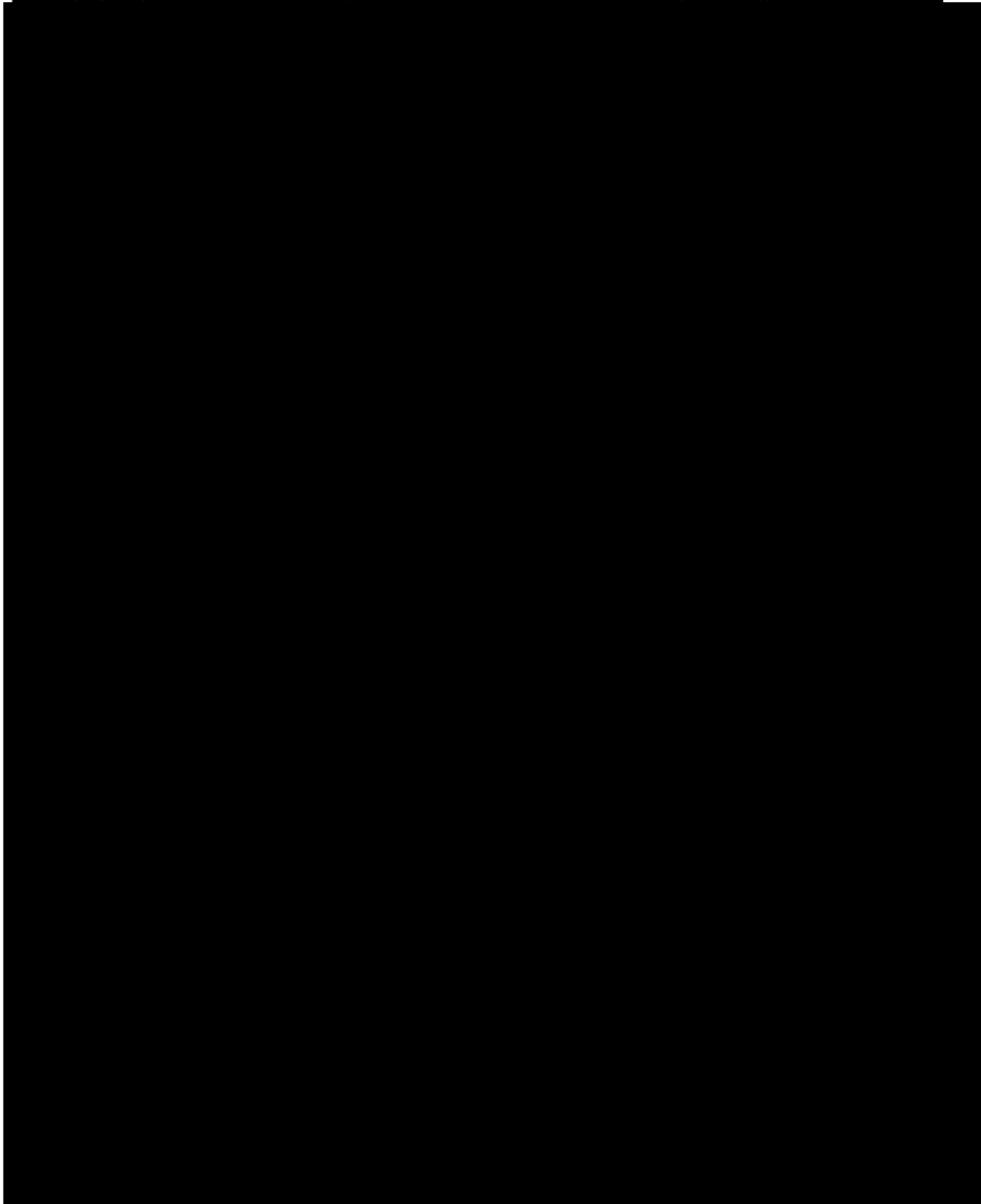


EXHIBIT F

Contract No. I-17-4306

GSG Consultants, Inc.

SCOPE OF SERVICES

GSG will advance soil borings in accordance with the ISTHA latest version of the Geotechnical Manual (2017). This will include the following:

1) Retaining Walls - 47th Street & Wolf Road - 4 borings each @ 50 feet each

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.

The scope for each of the improvement items on the project are described below.

Retaining Walls

New retaining walls will be completed along the main alignment. For wall heights greater than 20 feet, borings will be completed at 50-foot spacing; wall heights less than 20 feet will have boring spacings of 75 feet. All borings will be completed to depths of twice the height of the walls. Borings will also be completed approximately 40 feet from the face of the highest walls for slope stability analysis. A total of eight (8) borings will be completed, to an average depth of 50 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.

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.

Arrange for traffic control for soil borings requiring traffic control during field activities.

Mobilize truck-mounted and ATV drill rigs as appropriate to the project area and perform subsurface exploration activities. Soil samples will be collected using split-barrel samples utilizing the Standard Penetration Test (SPT) procedures.

As required by Geotechnical Manual, rock coring will be completed at various structures in accordance with ASTM D2113.

Subsurface exploration and sampling activities will be supervised by an experienced geotechnical engineer. All material recovered from each split barrel will be carefully examined and visually classified at the time of sampling by the field geotechnical engineer. The field geotechnical engineer will prepare a written record (field log) providing SPT results, soil classification, field observations and other relevant data.

Soil samples will be preserved in a 2-in. diameter, 8 ounce, screw-top, airtight clear glass jars. The soil samples will be placed in the jars and sealed as soon as taken, and the jars will be stored in cardboard boxes, marked and identified. The jar labels will show the section number, boring number, depth at which sample was taken, and number of SPT blows. The samples shall be protected against freezing and the jars against breakage, and will be delivered to the soil laboratory on a daily basis for laboratory testing.

We will backfill each borehole with soil cuttings or grout mix, based on the subsurface condition after completion of all field explorations and after all samples, observations and information have been collected. Patch top of each borehole with asphalt or concrete mixed in accordance with existing surface.

EXHIBIT F

Contract No. I-17-4306

GSG Consultants, Inc.

SCOPE OF SERVICES

GSG will advance soil borings in accordance with the ISTHA latest version of the Geotechnical Manual (2017). This will include the following:

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

It is anticipated that a full Structural Geotechnical Report will be required for each of the proposed structural improvements. The reports will include recommendations as necessary for each structure type including foundations, global stability analysis and construction activities.

- 1) Retaining wall near the abutments for 47th Street and Wolf Road

For each structure, we will prepare Structural Geotechnical Report upon completion of all field explorations, laboratory testing, and all engineering analyses, and foundation recommendations for the bridges and walls. The reports will include exhibits showing boring location, boring log, soil test data, and results of all special studies and analyses (foundations, slope stability), engineering recommendation for the proposed project, construction considerations, and all other information specified by the ISTHA Geotechnical Manual (2017).

Environmental Analysis and Reporting

GSG will collect soil samples for Clean Construction and Demolition Debris (CCDD) certification as defined in 35 Ill. Adm. Code 1100. 35 Ill. Adm. Code 1100. In order to complete this, the Illinois EPA requires certification from a licensed professional engineer (PE) or licensed professional geologist (PG) that the soil is uncontaminated. As part of the certification process, the PE/PG shall certify that the CCDD soil was not removed from a site as part of cleanup activities. Analytical results of soil testing will be required. The concentration of contaminants that may be present in the soil should be lower than the Maximum Allowable Concentrations (MAC) for CCDD disposal and within the CCDD allowable pH range.

In order to complete the CCDD certification, GSG will collect and analyze soil samples for suspect chemicals of concern. GSG will screen soil sample with PID and will analyze selected soil samples for contaminants of concern. GSG will sample select locations and collect two (2) soil samples, one from each at depths that coincide from the fill layer and the native strata and analyze the samples the Target Compound List. GSG will also prepare the required certification for the CCDD disposal permit, if warranted.

EXHIBIT G

Contract No. I-17-4306

GSG Consultants, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Various, 4032	Environmental	\$900,000.00	\$150,000.00	12/30/2017
I-90, 4187	CM	\$1,676,368.00	\$20,000.00	8/30/2017
I-294, 4224	Geotechnical	\$1,740,949.00	\$300,000.00	12/31/2017
EOWA 4656	Geotechnical	\$1,225,000.00	\$950,000.00	12/31/2018
EOWA 4659	Assessment and CM	\$2,275,000.00	\$1,350,000.00	12/31/2018
EOWA 4657	Geotechnical	\$60,564.00	\$60,564.00	12/31/2018
4257	Environmental	\$750,000.00	\$750,000.00	12/31/2020

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	Direct Labor						Direct Costs						Services by Others						Additional Services **						Total this Subconsultant (ULC)		\$	-		
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** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Aqua Vitae Engineering, LLC

Contract Number: I-17-4306

Proposal Date: 9/5/2017

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-17-4306

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017											TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		Dec
Concept											5	5	10
TOTALS											5	5	10

Contract Number: I-17-4306

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept	5	5												10
Preliminary			5	5	5	5								20
Pre-Final						4	4	4	4	4				16
Final											3	3		6
Oasis Removal	10	10	10	10	10	10	10	10	6					86
TOTALS	15	15	15	15	15	15	14	14	10	4	3	3	3	138

Contract Number: I-17-4306 Consultant: Aqua Vitae Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Project Hiatus	4	4	4	4	4	4	4	4	4	4	4	4	4	48
TOTALS	4	4	4	4	4	4	4	4	4	4	4	4	4	48

Contract Number: I-17-4306

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Finalize Plans	4	4	4	4	4	4	4	4	4	4				
Post-Design									4	4				
TOTALS	4	4	4	4	4	4	4	4	4	4	4	4	4	40

Contract No.: I-17-4306 Consultant: Aqua Vitae Engineering, LLC

Date: 9/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 60 No. OF MONTHS
 SCHEDULED START DATE: 11/9/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

11/9/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021
Date	Date	Date	Date	Date
2.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0
3.33%	20.00%	20.00%	20.00%	20.00%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

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

The escalation factor for this project is: 100.00%

Contract No.: I-17-4306

Consultant: Aqua Vitae Engineering, LLC

Date: 9/5/2017

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)			
							Average Hourly Rate for Classification (See Note A to Right)				
							Tollway MINIMUM Hourly Rate for Classification				
							Tollway MAXIMUM Hourly Rate for Classification				
							Tollway Classification				
Classification Eligible for Premium Overtime?							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	\$50.00	329.00	
No	Project Manager						\$40.00	\$70.00			
No	Senior Engineer/Planner						\$40.00	\$70.00			
No	Resident Engineer						\$40.00	\$70.00			
No	Project Engineer/Planner						\$25.00	\$60.00			
No	Staff Engineer/Planner						\$20.00	\$40.00			
No	Engineer /Accountant						\$20.00	\$60.00			
No	Senior Technical Specialist						\$25.00	\$60.00			
No	Technical Specialist						\$15.00	\$50.00			
No	Architect						\$30.00	\$70.00			
No	Realty Specialists						\$20.00	\$70.00			
No	Intern						\$8.25	\$20.00			
No	Admin/Clerical						\$8.25	\$40.00			

EXHIBIT "1"

Contract No.: I-17-4306

Consultant: Aqua Vitae Engineering, LLC

Date: 9/5/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	President	Gary D. Paradoski, P.E.	\$50 - \$70
Project Manager			\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner			\$25 - \$60
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: I-17-4306 Consultant: Aqua Vitae Engineering, LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT - rate based on link below**
472.63

- 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) \$ 940.00

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Contract No.: I-17-4306

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Gary D. Paradoski, P.E.

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: _____



Aqua Vitae

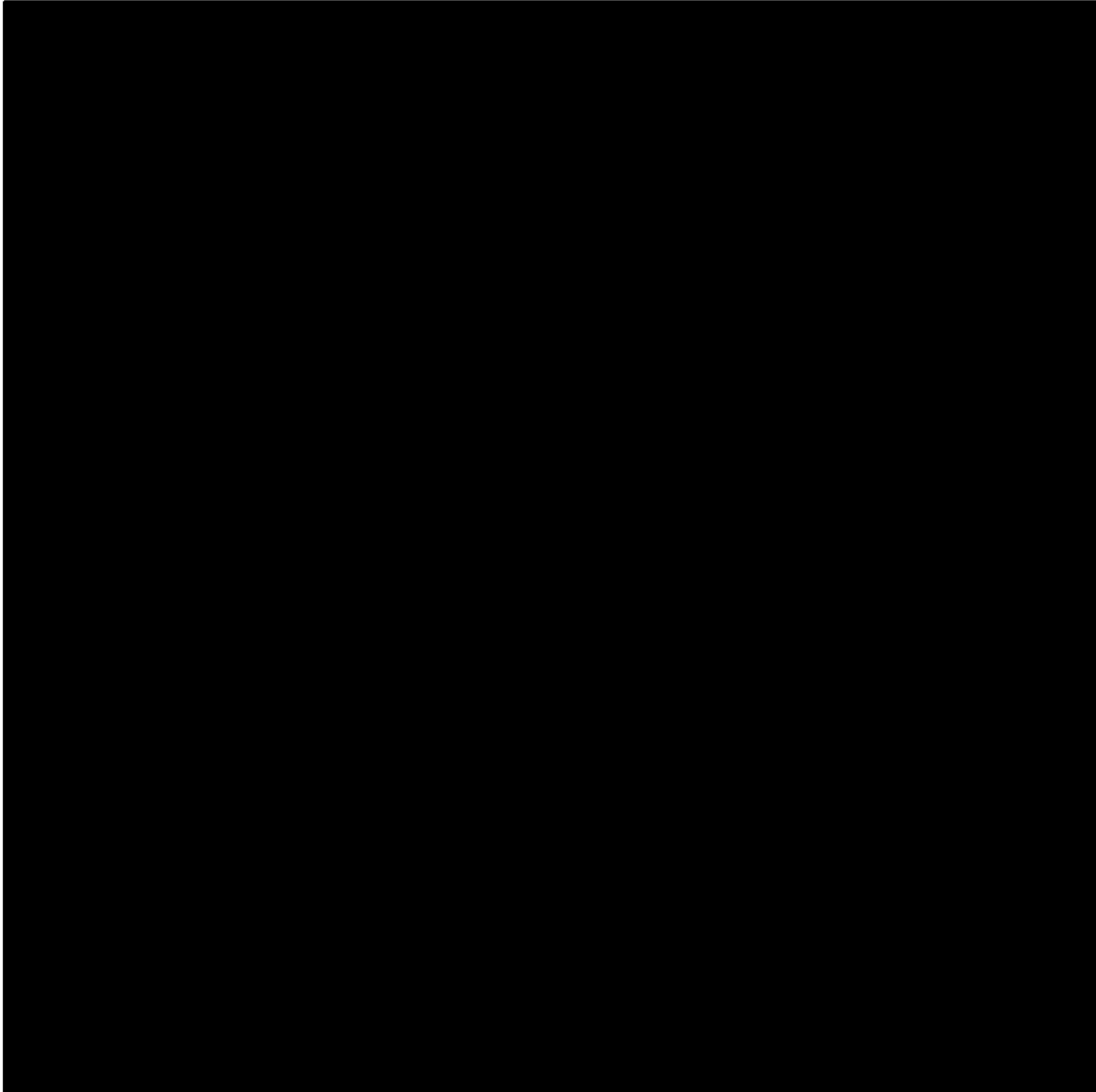
GARY D. PARADOSKI, P.E., CPESC

Aqua Vitae Engineering, LLC

125 S Burton Place

Arlington Heights, IL 60005

Phone: 847-239-4512



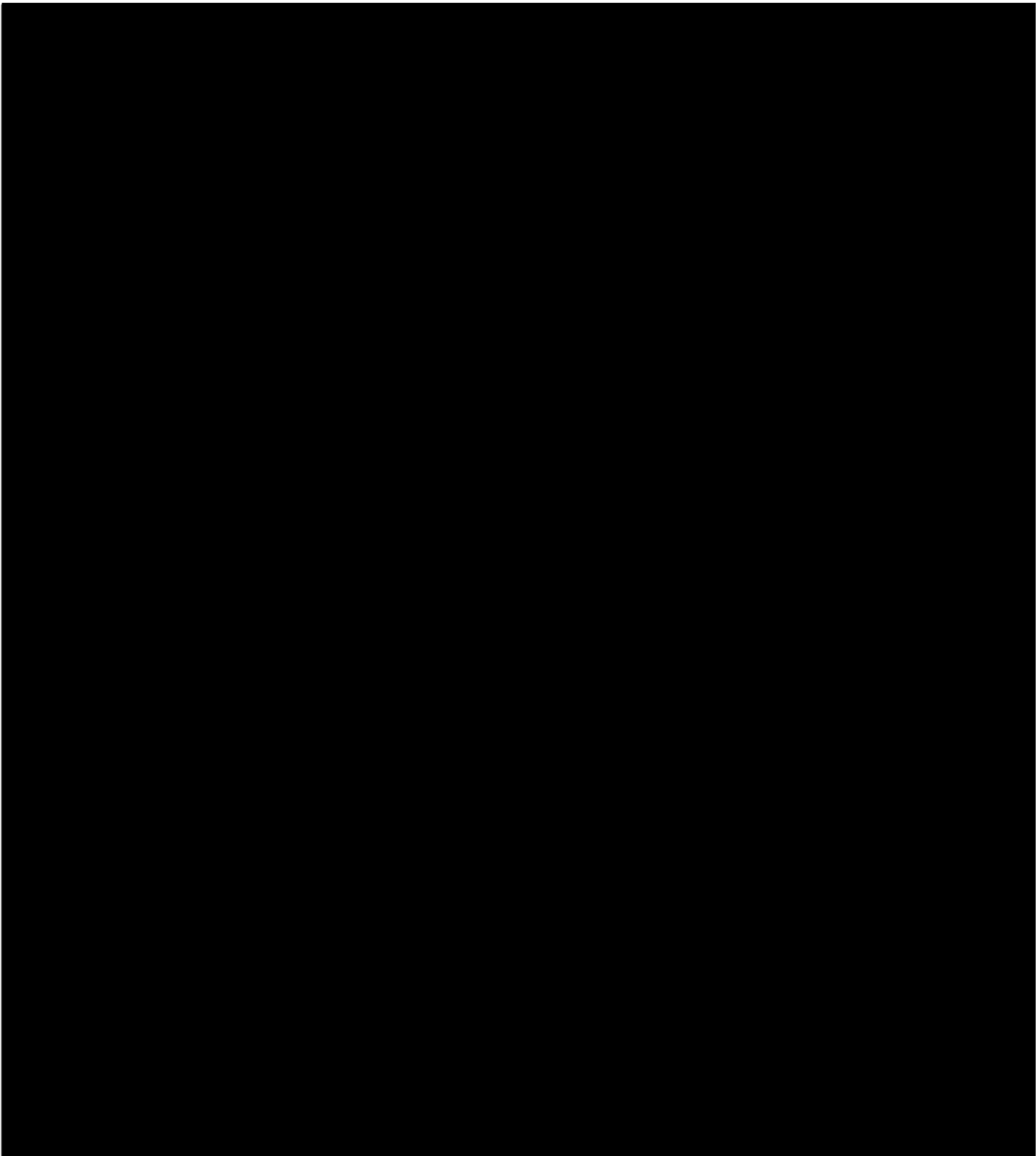


EXHIBIT F

Contract No. I-17-4306

Aqua Vitae Engineering, LLC

SCOPE OF SERVICES

Erosion & Sediment Control design for the following locations:

47th Street over I-294 (BN 255), Wolf Road over I-294 (BN 289), O'Hare Oasis (I-294) Bridge Removal, O'Hare Oasis Parking Lots (East and West) reconstruction. In addition, Oasis Parking Lot drainage and landscaping during the removal phase.

EXHIBIT G

Contract No. I-17-4306

Aqua Vitae Engineering, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-17-4300	Tri-State Tollway, Roadway Reconstruction, Roosevelt Road (MP 30.5) to St. Charles Road (MP 32.3)	TBD	TBD	TBD
I-17-4306	Tri-State Tollway Bridge Rehabilitation, Repairs & Demolition, Various Locations	\$47,000.00	\$47,000.00	10/31/2022
I-17-4302	Tri-State Tollway Roadway Reconstruction and Bridge Rehabilitation, Wolf Rd (MP 36.2) to O'Hare Oasis (MP 37.8)	\$234,000.00	\$234,000.00	10/31/2022
MO-17-1238	Systemwide Pavement Roadway Management Services	\$483,000.00	\$483,000.00	12/31/2022
I-17-4677	Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard: Erosion & Sediment Control and Landscaping design.	\$159,620.00	\$159,620.00	4/30/2020
I-17-4674	Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange Westbound Collector Distributor Road: Erosion & Sediment Control and Landscaping design.	\$51,750.00	\$51,750.00	11/31/2019
RR-16-9198	Systemwide Construction Management Upon Request, Non-Roadway	\$60,000.00	\$60,000.00	12/31/2018
I-16-4257	Environmental Studies Upon Request: Environmental Inspector for erosion and sediment control, NPDES, IEPA, USACE, IDNR, and local storm sewer permits who has the experience to evaluate and recommend corrective actions in the field.	\$50,000.00	\$50,000.00	7/31/2021
RR-16-4253	Roadway and Bridge Rehabilitation-Design, Reagan Memorial Tollway MP 76.1 (IL 251) to MP 91.4 (Annie Glidden Road): Erosion and Landscaping field inspection, note preparation, design and quantity calculations. Attend INVEST meetings.	\$57,902.78	\$14,241.77	3/31/2018
I-16-4249	I-90 and Systemwide Construction Management Services Upon Request: Erosion & Sediment Control inspections and reporting. I-90 at Roselle Road Interchange (MP 65.5),	\$30,000.00	\$16,700.00	12/31/2018
I-14-4193	Construction Management Services	\$16,800.00	\$16,800.00	5/31/2018
C-91-010-16	US 45 (Milburn Bypass) North of Milburn Road to North of Grass Lake Road, Phase III: Erosion & Sediment Control and USACE 404 field inspections and reporting.	\$49,730.73	\$49,730.73	12/31/2018

	Various Maintenance Construction Engineering/Erosion and Sediment Control/Landscape Architecture for Various Projects: SWPPP review, ESC Field Meetings, Erosion & Sediment Control and USACE 404 Reporting for IDOT let projects throughout District 1.	\$97,336.77	\$88,265.60	3/31/2020
C-91-324-16	Various development and storm water management permits for a private property management co.			
Private	Various urban infill land redevelopment projects: Storm water management and Best Management Practices (BMPs) design and specifications.	Time & Materials	Approx. \$4,000	7/11/2017
Private	Various greenfield residential land development projects: Storm water management and Best Management Practices (BMPs) design and specs.	Time & Materials	Approx. \$10,500	12/31/2017
Private	Stream stabilization design and permitting.	Time & Materials	Approx. \$4,000	3/31/2018
LCFPD		\$13,600.00	\$9,075.00	7/1/2017

Contract No.: I-17-4306

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

<p>1</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>_____</td><td>\$ -</td></tr> </table>	Direct Labor	_____		Direct Costs	_____		Services by Others	_____		Additional Services **	_____		Total this Subconsultant (ULC)	_____	\$ -	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>_____</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>_____</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>_____</td><td>\$ -</td></tr> </table>	Direct Labor	_____		Direct Costs	_____	\$ -	Services by Others	_____	\$ -	Additional Services **	_____	\$ -	Total this Subconsultant (ULC)	_____	\$ -
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