

RESOLUTION NO. 21338

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, on the Elgin O'Hare Western Access Tollway (I-490) from Milepost 5.8 (Touhy Avenue) to Milepost 6.2 (Jane Addams Memorial Tollway (I-90) System Interchange), on Contract No. I-17-4676. exp U.S. Services, Inc., has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$13,398,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with exp U.S. Services, Inc., to obtain Design Services, for Contract No. I-17-4676 with an upper limit of compensation not to exceed \$13,398,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by



Chairman



September 29, 2017

Mr. Mark Dvorak, President
exp U.S. Services Inc.
205 N. Michigan Avenue, Suite 3600
Chicago, IL 60601

**Re: Contract I-17-4676
Elgin O'Hare Western Access
Jane Addams Memorial Tollway
System Interchange
Design Section Engineering Services**

NOTICE TO PROCEED

Dear Mr. Dvorak:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated August 1, 2017, for Design Section Engineering Services for Contract I-17-4676. You are hereby authorized to commence with the work as of September 29, 2017, and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

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

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

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

Revised: 3/1/2017

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

Contract I-17-4676
Notice to Proceed
Page 2 of 2

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

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

Sincerely,



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

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

Dorothy Jablonski
Sue Biggs
Victoria Santiago
Manar Nashif

File: 02.4676.01.04 LT_Tollway_PDK_4676exp-NTP_09292017

Contract: I-17-4676

PSB: 17-2, Item 3

Consultant: exp U.S. Services, Inc.

PM: Jeffrey Allen

Reviewer: L. Davis-Adams

Review Date: 08/31/2017

Resolution:	August, 2017
Agreement	Ok
Proposal	Ok
Certifications/Disclosures	Ok
Delinquent Debt	Ok
DBE Compliance:	Ok
W-9 Form	Not Required
Certificate of Good Standing:	Ok
Certificate of Insurance:	Ok

Exhibits A-H

exp US Services:

All Exhibits for Prime & Subconsultants meet Tollway requirements

**Delta
Garza
DB Sterlin
GEO Svcs
Orion**

1.4.3 Item 3. I-17-4676, Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange

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

Phase II engineering services are required for the preparation of contract plans and specifications for the proposed improvements including, but not limited to, construction of new lanes for the Elgin O'Hare Western Access between I-294 and I-90, and system interchange construction at I-90. This project is for I-90/Western Access system interchange construction from north of Touhy Avenue to I-90. The Tollway is finalizing design and construction limits; therefore the Tollway may modify project limits and scope at the time of negotiations.

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

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

The following structures are included in this project:

- Western Access Ramp over I-90.
- Western Access Ramp over MWRD/ Higgins Creek.

Construction estimate: Category F.

The prime firm must be prequalified by IDOT in the following categories:

Highways (Freeways)

Structures (Bridges: Complex)

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 who will be responsible for drainage design and hydraulic modeling related issues (must be an Illinois Licensed Professional 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 scheduled to begin in 2020.

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

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

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

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

PSB 17-2 SOI Project Team: Prime and Sub-Consultant REQUIRED INFORMATION

Item # 3 I-17-4676 Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange. Phase II Engineering.

Prime Consultant Information		Prime Contact Information (ONLY "1")			Diversity Information				NOTE: Provide only One (1) Person under Key Personnel		ISTHA		IDOT		OTHER	
Prime Consultant Firm Name	Prime FEIN Number	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a D/M/WBE Yes / No	Does Proposal Contain Mentor Protégé Proposal Yes / No	Percentage Commitment of D/M/WBE on Project, INCLUDING PRIME, IF DBE	Percentage Commitment of VOSB on Project, INCLUDING PRIME, IF VOSB	Key Personnel Project Manager (1)	Key Personnel Project Engineer / Resident Engineer (1)	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee all Projects	Total Fee Remaining all Projects
exp U.S. Services Inc.		Byron Danley	312-616-7390	Byron.Danley@exp.com	No	Yes	29.00%	3.00%	Thomas Hough, PE	Brian Hecht, PE	\$ 33,150,000	\$ 3,170,000	\$ 23,000,000	\$ 845,000	\$ 4,100,000	\$ 1,620,000
Sub-Consultant Information		Sub Contact Information (ONLY "1")			Sub Role and % of Work				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							
For Each Sub-Consultant Enter Prime Consultant Firm Name	Sub-Consultant Firm Name	FEIN Number	Provide "1" Project Manager for Sub-Consultant	Role (brief) of Sub-Consultant	Contact Phone Number (1)	Contact Email (1)	Percentage (%) of work to be Performed by Sub-Consultant	IL UCP, City of Chgo or N/A	City of Chicago, Cook County or N/A	City of Chicago, Cook County or N/A	Yes or No	Yes or No	Choose from the dropdown menu below	Male or Female	Yes or No	
								DBE	WBE	MBE	SBA 8(a)	VOSB / SDVOSB	Ethnicity	Gender	M/P	
exp U.S. Services Inc	Geo Services, Inc.		Andrew Ptak	Geotechnical Service	847-253-3845	drewptak@geoservic	4.00%	IL UCP	N/A	City of Chicago	No	No	Hispanic	Male	No	
exp U.S. Services Inc	Delta Engineering Group, Inc.		Kashif Khan	Lighting & ITS	312-219-6573	kkhan@deg-america	5.00%	IL UCP	N/A	City of Chicago	No	No	Asian Indian	Male	No	
exp U.S. Services Inc	DB Sterlin Consultants, Inc.		Mike Hurtubise, PE	Civil/Structural/Survey	312-857-1006	mhurtubise@dbsterlin	10.00%	N/A	N/A	City of Chicago	No	No	African American	Female	No	
exp U.S. Services Inc	Garza Karhoff Engineering		Brenda Karhoff	Civil/Structural Support	773-343-3848	bgarza001@msn.com	10.00%	IL UCP	City of Chicago	City of Chicago	No	No	Hispanic	Female	Yes	
exp U.S. Services Inc	Orion Engineers, LLC		Charles Frangos	Civil Support	312-544-9108	cfrangos@orionengir	3.00%	N/A	N/A	N/A	No	Yes	Caucasian	Male	No	

Intentionally Left Blank



July 28, 2017

Mr. Paul Kovacs, P.E.
Chief Engineering Officer
Illinois State Toll Highway Authority
2700 Ogden Ave.
Downers Grove, IL 60515

Attn: Mr. Jeffrey Allen, P.E.

Re: Contract I-17-4676 (PSB 17-2 Item 3)
Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange
Delta Engineering Contract


Dear Mr. Kovacs:

Based upon the limited definition of scope within the PSB, we formulated our team and assigned the entirety of the geotechnical scope to Geo Services, Inc. and the entirety of the lighting/ ITS scope to Delta Engineering Group, LLC, both firms being part of our team of DBE Partners. At the time of the PSB Submittal we estimated the geotechnical scope to be 4% of the project and the lighting/ITS scope to be 5% of the project.

With the completion of our scoping, we have determined with more accuracy the percentages of the work related to geotechnical and lighting/ITS. The geotechnical scope is 6.88% and the lighting/ITS is 2.64%. While the lighting/ITS is less than was identified for Delta Engineering, the combination of the geotechnical and lighting/ITS scope exceeds the 9% we committed to the two DBE firms.

Please find attached a letter from Delta Engineering stating that they were given the entirety of the Lighting/ITS scope and acknowledging this fulfills the commitment EXP US Services made to Delta Engineering when asked to be a teaming partner.

Sincerely,


Thomas M. Hough, P.E.
Senior Project Manager

exp U.S. Services Inc.

Attachment

xc: Exec File/ 999-00045165-PP

p:\proposals\exp\999-00045165-pp\admin\general\working\contract proposal\exp us services\delta change\lt_exp_tmh_4676-deltacontractchange_07282017.doc



DELTA ENGINEERING GROUP, LLC.

ENGINEERS & CONSULTANTS

• 111 WEST JACKSON BLVD., SUITE 910 • CHICAGO, IL 60604-4099
MAIN: (312) 377-7700 • FAX: (312) 427-6145 • E-MAIL: CONTACT @ DEG-AMERICA.COM

July 26, 2017

Mr. Paul Kovacs
Chief Engineering Officer
Illinois State Toll Highway Authority
2700 Ogden Ave.
Downers Grove, IL 60515

Attn: Mr. Jeffrey Allen

Re: Contract I-17-4676 (PSB 17-2 Item 3)
Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange
Delta Engineering Contract

Dear Mr. Kovacs:

At the request of exp US Services, Inc., Delta Engineering Group, LLC prepared a scope and fee estimate for the entirety of the lighting/ITS design services for Contract I-17-4676. Our fee is \$353,812.62 and exp indicates this represents 2.64% of the total project fee. Exp has also informed me that when the submittal was prepared for PSB 17-2, Item 3, the lighting/ITS scope as described in the PSB was guessed to be about 5% of the contract and they assigned the entire 5% to Delta Engineering.

Now that a rigorous scoping of the project has been conducted, we fully understand that the lighting/ITS scope assigned to Delta does not equate to 5% of the total project fee as outlined in exp's response. We acknowledge that exp has satisfied its commitment to Delta Engineering with the execution of a subconsultant agreement for all lighting/ITS design work in the amount of \$353,812.62.

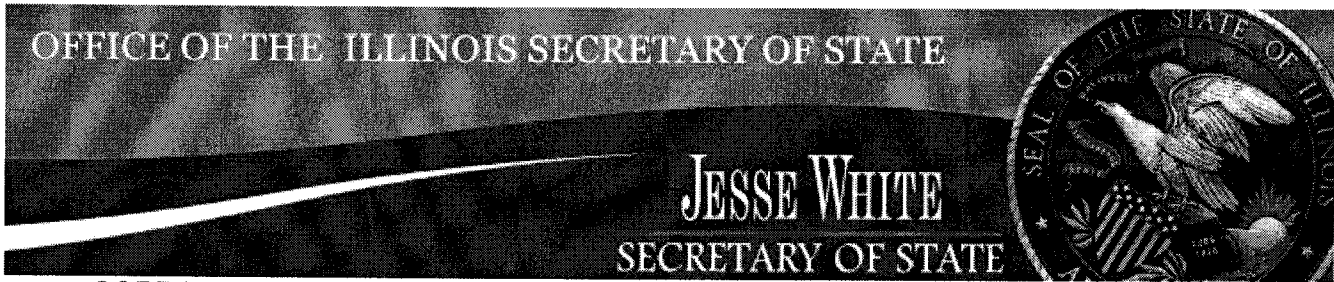
Sincerely,



S.M.KAZI, S.E., P.E.
President

CC: Bryon Danley(EXP)

I-17-4676



CORPORATION FILE DETAIL REPORT

File Number	68206235		
Entity Name	EXP U.S. SERVICES INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	02/07/2012	State	DELAWARE
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	02/07/2012
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	VLADIMIR STRITESKY 56 QUEEN ST E STE 301 BRAMPTON ONT CANA
Agent City	CHICAGO	Secretary Name & Address	HAE-JIN (PRISCILLA) AHN SAME
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	03/01/2017	For Year	2017

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OFFSET CONTRACT INQUIRY

14:42 08/11/17

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CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/11/17 AT 14:45 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/11/17 AT 14:46 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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14:42 08/11/17

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VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/11/17 AT 14:47 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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VENDOR NAME: *

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CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

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14:42 08/11/17

ACTION: S

VENDOR NUMBER= **** [REDACTED]

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VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUN 13 2016

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

Dear Reynold Sterlin:

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

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

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

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

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

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

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

D B Sterlin Consultants, Inc.

JUN 13 2016

Page 2 of 2

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

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

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

NAICS Code(s):

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

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

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

Sincerely,



Rich Butler
First Deputy Procurement Officer
RB/nw



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

NOV 10 2014

Syed Shujauddin Kazi
Delta Engineering Group LLC
111 W. Jackson Blvd., Ste. 910
Chicago, IL 60604

Dear Syed Shujauddin Kazi:

We are pleased to inform you that Delta Engineering Group LLC has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **04/01/2018**; 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 **04/01/2015, 04/01/2016 and 04/01/2017**. 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 **04/01/2018**. 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 **02/01/2018**.

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:

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

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Delta Engineering Group LLC

Page 2 of 2

- 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

541340 - Drafting Services

541370 - Surveying and Mapping Services (except geophysical)

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. Kneib
Chief Procurement Officer

JLR/sl



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

OCT 21 2015

Brenda Garza Karhoff
Garza Karhoff Engineering, LLC
2538 W. Bloomingdale Avenue
Chicago, IL 60647

Dear Brenda Garza Karhoff:

We are pleased to inform you that **Garza Karhoff Engineering, LLC**, has been recertified as a **Minority and Women – Owned Business Enterprise (“MBE/WBE”)** by the City of Chicago (“City”). This **MBE/WBE** certification is valid until **10/22/2020**; 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 **10/22/2016, 10/22/2017, 10/22/2018 and 10/22/2019**. 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 **10/22/2020**. 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 **08/22/2020**.

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;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

Garza Karhoff Engineering, LLC

Page 2 of 2

- 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

Your firm's participation on City contracts will be credited only toward **Minority and Women 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/ab

Vendor Information

I-17-4676

CLOSE WINDOW  HELP**Vendor Information**

Business Name **Geo Services, Inc.**
 Owner **Mr. Julian Rueda**
 Address **805 Amherst Court - STE 204**
 > [Map This Address](#) **Naperville, IL 60565-3448**
 Phone **630-305-9186**
 Fax **630-355-2838**
 Email **julianrueda@geoservicesinc.net**
 Website **<http://geoservicesinc.net>**

Certification Information

Certifying Agency **Cook County**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **6/8/2017**
 Renewal Date **6/8/2018**
 Expiration Date **6/8/2021**
 Certified Business Description **Construction – Civil Engineering Services, Electrical Contractor, Material Testing Laboratory Services & Site Preparation**

Commodity Codes

Code	Description
NAICS 238210	Electrical contractors
NAICS 238910	Site Preparation Contractors
NAICS 54133	Engineering Services
NAICS 541380	Testing Laboratories

Additional Information**Customer Support**

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[Print This Page](#)

Illinois State Toll Highway Authority

EXHIBIT F - VOSB PROFESSIONAL SERVICES

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: Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange Project/Solicitation Number: PSB 17-2, Item 3:1-17-4676
Name of Prime Vendor: exp U.S. Services Inc. VOSB Compliance Contact: Byron Danley, PE, SE
Address: 205 N. Michigan Ave. Ste 3600
City: Chicago State: IL Zip Code: 60601
Telephone: 312-616-0000 Fax: 312-616-6069 Email: byron.danley@exp.com

Name of Certified VOSB Vendor: Orion Engineers, LLC
Address: 220 North Green Street VOSB Compliance Contact: Charles Frangos
City: Chicago State: IL Zip Code: 60607
Telephone: 312-544-9108 Fax: _____ Email: cfrangos@orionengineersllc.com

Type of agreement: Services
Anticipated start date of the Certified VOSB Vendor: 2017
Proposed 3.00 % of Contract to be performed by the VOSB Vendor.

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

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

Civil Support

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

Exp U.S. Services Inc. (exp)
Vendor (Company Name and D/B/A):

Signature: _____
Print Name: Byron Danley, SE, PE
Title: Senior Vice President
Date: 3/15/2017

Orion Engineers, LLC
Certified VOSB Vendor (Company Name and D/B/A):

Signature: _____
Print Name: Charles Frangos
Title: President
Date: 3/15/2017



Vendor Information

I-17-4676

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

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

Certification Information

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

Commodity Codes

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

Additional Information

Region **Metro Chicago**

LL- 8-2-17
AS 8/17

Attachments: Exhibit E

EXHIBIT E - DBE
PARTNERING FOR GROWTH PROGRAM
FOR
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)
PSB: 17-2 ITEM: 3

MEMORANDUM OF UNDERSTANDING
BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
exp U.S. Services Inc.	205 N. Michigan Ave. Chicago, IL 60601		Garza Karhoff Engineering, LLC.	2538 W. Bloomingdale Ave. Chicago, IL 60647

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

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

I. PROGRAM PURPOSE

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

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

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

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

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

• Technical work covered by Mentor's prequalification category(ies) 50%

Scope:

Work to obtain prequalification in Highways - Freeways

• Work not applicable to prequalification category(ies) 25%

Scope:

Provide structural leadership experience

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



2. In area(s) not being mentored:

- Work the Protégé will self-perform 25.00 %

Note: Protégé participation in this area is optional

3. Total participation by the Protégé (Sum of 1. and 2.) 100.00 %

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

Garza Karhoff Engineering, LLC has staff with extensive Tollway and IDOT experience as individuals, but is not currently IDOT prequalified in the category Highways - Freeways. In order to fully develop as an engineering business, GKE needs to obtain this prequalification. Experience needs to be gained by staff in developing plans, special provisions and costs estimates for access controlled highways. The firm has acquired the IDOT prequalification in Highway Structures: Simple. Experience needs to be gained by the firm's principal in taking a leadership role on structural aspects of projects, including key decision making and client interaction. This will assist GKE in gaining experience towards Highway Structures: Typical.

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

Work along the Edens Spur corridor provides an excellent opportunity for GKE to gain experience with both of the primary needs outlined above. Exp anticipates mentoring GKE in the following ways:

(1) Exp will integrate the GKE civil engineering staff withing the project team to provide opportunities to gain relevant and demonstrable experience with freeway design. Exp anticipates that work tasks could include typical sections, cross sections, MOT, drainage, erosion control and landscaping plans, special provisions, and estimates.

(2) Exp will integrate GKE's principal in a structural leadership role on the project team. The principal will take a leadership role in the decision making process that will include an active role in team and client meetings.

III. MENTOR EXPERIENCE WITH THE PROGRAM

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

RR-11-5634

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

Areas of Assistance:

Preparation of SOI's, execution and administration of CM projects for the Tollway

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

I-13-4104 & RR-14-4223

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

Areas of Assistance:

Experience completing SOI's and execution of CM duties. Roadway/Structural prequal assistance

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

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

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

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

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



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

YES NO

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

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

YES NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
RR-14-4223	\$702,196	exp	Roadways & Structure prequalification assistance and business practice enhancements
_____	_____	_____	_____
_____	_____	_____	_____

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

YES NO

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

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

N/A

V. STATEMENT OF COMMITMENT

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

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

SIGNATURE (Mentor Representative)

March 21, 2017

(Date)

SIGNATURE (Protégé Representative)

3/22/2017

(Date)

Section 3: Key Personnel

**Exhibit A – Proposed Staff
PSB 17-2**

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 - 17)			
Name:	Thomas Hough, PE ✓		
Firm:	Exp U.S. Services Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062053719		
Year Registered:	2000	State:	IL
Office Address:	205 N. Michigan Ave.		
City:	Chicago	State:	IL

Project Engineer (Items 1-10 & 16)			
Name:	Brian Hecht, PE ✓		
Firm:	Exp U.S. Services Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062057517		
Year Registered:	2004	State:	IL
Office Address:	205 N. Michigan Ave.		
City:	Chicago	State:	IL

Roadway Engineer (Items 1- 11)			
Name:	Matthew Newman, PE ✓		
Firm:	Exp U.S. Services Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062067053		
Year Registered:	2015	State:	IL
Office Address:	205 N. Michigan Ave.		
City:	Chicago	State:	IL

Drainage Engineer (Item 3)			
Name:	Sandra Homola, PE, CFM, LEED AP ✓		
Firm:	Exp U.S. Services Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062058329		
Year Registered:	2005	State:	IL
Office Address:	205 N. Michigan Ave.		
City:	Chicago	State:	IL

Electrical Engineer (Item 9)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Mechanical Engineer (Item 9)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Structural Engineer (Items 1- 11)			
Name:	Vinod Patel, SE, PE ✓		
Firm:	Exp U.S. Services Inc.		
Category:	IL Licensed Structural Engineer		
License #:	081004528		
Year Registered:	1984	State:	IL
Office Address:	205 N. Michigan Ave.		
City:	Chicago	State:	IL

Resident Engineer (Items 11- 17)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Materials Coordinator (Items 11-16)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Architect (Item 9 & 17)			
Name:			
Firm:			
Category:	Illinois Licensed Architect		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Materials QA Technician (Items 11,12,13,14,15,16, 17)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Document Technician (Items 11,12,13,14,15,16, 17)			
Name:			
Firm:			
Category:	Documentation Certification Number		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Roadway QA/QC (Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 16)			
Name:	Kenneth Antonson, PE ✓		
Firm:	Exp U.S. Services Inc.		
Category:			
License #:	062035567		
Year Registered:	1997	State:	IL
Office Address:	205 North Michigan Ave.		
City:	Chicago	State:	IL

Structures QA/QC (Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 16)			
Name:	Shankar Nair, Ph.D., SE, PE, NAE ✓		
Firm:	Exp U.S. Services Inc.		
Category:	IL Licensed Structural Engineer		
License #:	081003676		
Year Registered:	1973	State:	IL
Office Address:	205 North Michigan Ave.		
City:	Chicago	State:	IL

Job Order Contracting Administrator			
Name:			
Firm:			
Category:			
License #:	IL Licensed Professional Engineer		
Year Registered:		State:	
Office Address:			
City:		State:	

Lighting/ITS			
Name:	Harjit Singh, PE ✓		
Firm:	Delta Engineering Group, LLC		
Category:			
License #:	062.055489		
Year Registered:	2002	State:	IL
Office Address:	111 W. Jackson Blvd. #910		
City:	Chicago	State:	IL

Geotechnical			
Name:	Andrew Ptak, PE ✓		
Firm:	Geo Services Inc.		
Category:			
License #:	062-052031		
Year Registered:	1998	State:	IL
Office Address:	1235 E. Davis Street		
City:	Arlington Heights	State:	IL

Survey/ROW			
Name:	Jack Zlotek, PLS ✓		
Firm:	Exp U.S. Services Inc.		
Category:			
License #:	035003186		
Year Registered:	1996	State:	IL
Office Address:	205 N. Michigan Ave.		
City:	Chicago	State:	IL

*If work is being performed by a Subconsultant list firm name also.
 **Note the specific function listed in the Item description for Key Personnel

**Exhibit A – Proposed Staff
PSB 17-2, continued**

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

Structural Engineer			
Name:	Brenda Karhoff, SE, PE ✓		
Firm:	Garza Karhoff Engineering, LLC.		
Category:			
License #:	081005746		
Year Registered:	2001	State:	IL
Office Address:	2538 W. Bloomingdale Ave.		
City:	Chicago	State:	IL

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

*If work is being performed by a Subconsultant list firm name also.

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

Attach resumes for Key Project Personnel.

<u>Management</u>	<u>Professionals</u>	<u>Technical Staff</u>
2	10	7
Total	Engineers	Technicians
	Land	Draftsmen
	Surveyors	Survey Crew
	Architects	Clerical
	Others	Other
	Total	Total
	11	9
	Total Projected Staff	
	22	

Exhibit A – Proposed Staff PSB# 17-2 Item# 3

Firm will complete project within estimated time listed in the project advertisement. Yes No

If **Yes**, provide completion date and/or number of months. 30 months or as provided by Tollway.

If **No**, explain:

Exhibit A

DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 24th day of **August, 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 **EXP U.S. SERVICES, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

WITNESSETH:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **August 1, 2017**, to provide design section engineering services for Contract No. **I-17-4676** for **Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange**; and

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

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **I-17-4676** for **Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **August 1, 2017**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

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

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

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 August 25, 2017** and ending **December 31, 2025**, 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 **Thirteen Million, Three Hundred Ninety Eight Thousand Dollars and No Cents (\$13,398,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

ARTICLE IV

Scope of the Service

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

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

ARTICLE V

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

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

Confidentiality

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

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

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

ARTICLE VI

Responsibility for Injuries and Damages

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

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 exp U.S. Services, Inc., 205 N. Michigan Avenue, Suite 3600, Chicago, Illinois 60601, 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-17-4676 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

exp U.S. Services Inc.


Chair/Executive Director - Signature
Robert Schillerstrom/Greg Bedalov

9/29/17
Date


President - Signature

August 8, 2017
Date

Mark Dvorak
Printed Name as Signed Above


APPROVED:


Chief Financial Officer - Signature
Michael Colsch

9/28/17
Date


APPROVED:

ACTING


General Counsel - Signature
Elizabeth Oplawski

9/19/17
Date

Approved as to Form and Constitutionality


9-19-2017
Attorney General, State of Illinois - Robert Lane - Signature Date

DESIGN SECTION ENGINEER PROPOSAL
FOR CONTRACT NUMBER I-17-4676

This proposal, dated August 1, 2017, is submitted by exp U.S. Services Inc. of Chicago, IL for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-17-4676 for which we propose to provide Design Section Engineering Services is Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange, in Cook County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 17-2, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, dated March 2016 (and as revised), and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

RESPONSIBILITY

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

FEE PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 13,398,000.00 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT I-17-4676

SUBMITTED BY:

FIRM NAME: exp U.S. Services Inc.

ADDRESS: 205 N. Michigan Avenue, Suite 3600

**CITY, STATE &
ZIP CODE:** Chicago, IL 60601

TELEPHONE: (312) 616-0000

FACSIMILE: (312) 616-6069

SIGNED BY:



PRINTED NAME: Timothy D. Neumann

TITLE: Executive Vice President



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-17-4676

CONTRACTOR/CONSULTANT NAME: exp U.S. Services Inc.

1. PAYMENT TERMS AND CONDITIONS:

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

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

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

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

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

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

25.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions: N/A

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

exp U.S. Services Inc. agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

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

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

Agreed: exp U.S. Services Inc.	Agreed:
By: Timothy D. Neumann AIA NCARB	By:
Signed: _____	Signed:
Position: Executive Vice President	Position:
Date: August 1, 2017	Date:



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

Date: August 1, 2017

Project Number: I-17-4676

Project Name:

Elgin O'Hare Western Access,

Jane Addams Memorial Tollway System Interchange

DELINQUENT DEBT REVIEW
CONTRACTOR/CONSULTANT

Sub-Contractor/Consultant Disclosure.

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

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

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

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

Contractor/Consultant: exp U.S. Services Inc.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: timothy.neumann@exp.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.

Sub-Contractor(s)/Consultant(s)	Sub-Contractor/Consultant FEIN	Address	General Type of Work	Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)
Garza Karhoff Engineering, LLC	[REDACTED]	2538 W. Bloomingdale Ave. Chicago, IL 60647	Civil/Structural Support	10%
Delta Engineering Group, LLC	[REDACTED]	111 W. Jackson Blvd. Suite 910 Chicago, IL 60604	Lighting/ITS	2.6%
DB Sterlin Consultants, Inc.	[REDACTED]	123 N. Wacker Drive Suite 2000 Chicago, IL 60606	Civil/Structural/ Survey Support	10%
Geo Services, Inc.	[REDACTED]	805 Amherst Court Naperville, IL 60565	Geotechnical	6.9%
Orion Engineers, LLC	[REDACTED]	220 North Green Street Chicago, IL 60607	Civil Support	3%

Signature:



Date: August 1, 2017

Printed Name: Timothy B. Neumann, AIA, NCARB

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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


Name: N/A

Business Name: exp U.S. Services Inc.

Taxpayer Identification Number:

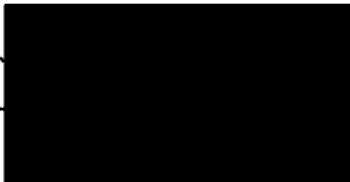
Social Security Number: N/A

or

Employer Identification Number: 

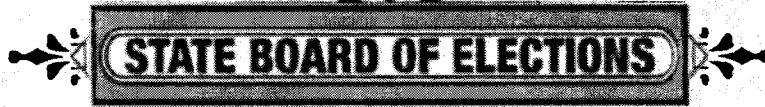
Legal Status (check one):

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

Signature of Authorized Representative: 

Date: August 1, 2017

Certificate of Registration



Registration No. 23578

Exp U.S. Services Inc.

56 Queen Street East, suite 301

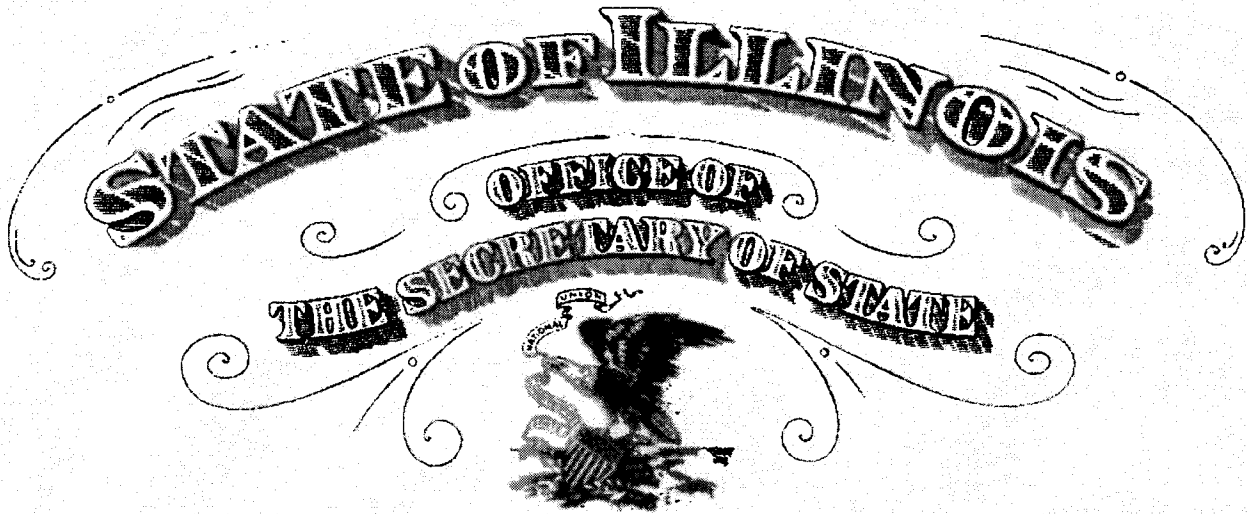
Brampton Ontario L6V 4M8

Information for this business last updated on:

Thursday, January 7, 2016

Certificate produced on Wednesday, January 13, 2016 at 9:05 AM





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

EXP U.S. SERVICES INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANACT BUSINESS IN THIS STATE ON FEBRUARY 07, 2012, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 20TH
day of MARCH A.D. 2017 .

Jesse White

SECRETARY OF STATE



Vendor Registration: View Form

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

EXP US SERVICES

System Vendor Number: **20078311**

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Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	1/11/2017
STATUS	Accepted
BUSINESS NAME	EXP US SERVICES
POINT OF CONTACT	Stephanie Hunt
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	P
2. NAME OF CEO/BUSINESS OWNER	Vlad Stritesky	P
3. ANNUAL SALES/GROSS RECEIPTS	96,134,453	P
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	11/12/2009	P
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	P
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Erin McKay	P
CONTACT PERSON TITLE	Business Development Coordinator	
CONTACT PERSON PHONE	3126165032	
CONTACT PERSON EMAIL	erin.mckay@exp.com	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Internet / Facebook	P
---	---------------------	---

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- Comments
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- Registrations

EXP US SERVICES

System Vendor Number: **20078311**

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Vendor Registration	
FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	1/11/2017
STATUS	Accepted
BUSINESS NAME	EXP US SERVICES
POINT OF CONTACT	Stephanie Hunt
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 13

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

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EXP US SERVICES

System Vendor Number: 20078311

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

Show only flagged items.

Vendor Registration	
FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	1/11/2017
STATUS	Accepted
BUSINESS NAME	EXP US SERVICES
POINT OF CONTACT	Stephanie Hunt
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	495
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 134542-00 2/21/17

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

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



Vendor Registration: View Form

- General
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- Comments
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- Certifications
- Site Visits
- Registrations

EXP US SERVICES

System Vendor Number: **20078311**

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Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	1/11/2017
STATUS	Accepted
BUSINESS NAME	EXP US SERVICES
POINT OF CONTACT	Stephanie Hunt
FLAG FORM	Add Flag

F. Certifications

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

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 Y

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 Y

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 Y

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 Y

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

N/A

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

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

N/A

G. Board of Elections (BOE)

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

Yes. I certify my business is registered with BOE.

23578

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

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EXP US SERVICES

System Vendor Number: 20078311

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	1/11/2017
STATUS	Accepted
BUSINESS NAME	EXP US SERVICES
POINT OF CONTACT	Stephanie Hunt
FLAG FORM	Add Flag

H. Iran Disclosure
<p>1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?</p> <p>No business operations to disclose.</p>

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

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STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22040242 Procurement/Contract #: I-17-4676

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 #: 20078311 IPG Expiration Date: 1/19/2018

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.

Disclosure of Current and Pending Contracts

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
IDOT	PTB 146, Item 29	Current Project	\$5,400,000	D-96-016-08
IDOT	PTB 154, Item 7CB	Current Project	\$3,700,000	P-91-001-10
IDOT	PTB 158, Item 1	Current Project	\$3,000,000	P-91-242-11
IDOT	PTB 166, Item 4	Current Project	\$1,100,000	D-91-237-11
IDOT	PTB 172, Item 3	Current Project	\$3,000,000	C-91-358-14
CDB	Wind Generation Study & Design I-80 Mississippi Rapids Rest Area	Current Project	\$19,788	630-200-006
EIU	Security Master Management Plan	Current Project	\$225,000	BFO11338
NEIU	A/E Services for Renovation of General University Spaces	Current Project	\$200,000	QBS-00-0002-0912
ISTHA	PSB 14-3, Item 3	Current Project	\$7,000,000	RR-14-4223
ISTHA	PSB 13-1, Item 15	Current Project	\$4,999,060	I-13-4104
ISTHA	PSB 12-3, Item 6	Current Project	\$5,500,000	I-12-4043
ISTHA	PSB 13-4, Item 3	Current Project	\$5,000,000	I-13-4624
UIUC	Noyes Lab Reno-Nanoscale Theory Center	Current Project	\$309,952	U13112
UIUC	Talbot Lab Upgrade	Current Project	\$600,000	QBS #PSSU15037
ISU	Julian Hall Data Center Mechanical Upgrade	Current Project	\$160,590	QBS010617
Contract Pending				
IDOT	PTB 181, Item 3	Contract Pending	TBD	P-91-475-16
IDOT	PTB 182, Item 5	Contract Pending	TBD	C-91-128-17
ISTHA	17-2, Item 3	Contract Pending	TBD	I-17-4676
Pending Proposals to Date				

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

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

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

5. Disclosure of Current and Pending Contracts

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

P

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 attachment	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.

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: exp U.S. Services Inc.

Phone: 312-616-0000

Street Address: 205 N. Michigan Ave.

Email: timothy.neumann@exp.com

City, State, Zip: Chicago, IL 60601

Vendor Contact: Timothy D. Neumann, AIA, NCARB

Signature: _____

Date: August 1, 2017

Printed Name: Timothy D. Neumann, AIA, NCARB

Title: Executive Vice President

State of Illinois Chief Procurement Office General Services
FORMS B Certifications and Disclosures
V.15.2

2



Vendor Registration: View

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

EXP US SERVICES

System Vendor Number: **20078311**

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

Show only flagged items.

Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	1/11/2017
STATUS	Accepted
REVIEWER	Andrew Shackelford
DATE REVIEWED	1/19/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	1/19/2018
FLAG FORM	Add Flag

Settings

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



Vendor Registration: View Form

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

EXP US SERVICES

System Vendor Number: 20078311

[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	1/11/2017
STATUS	Accepted
BUSINESS NAME	EXP US SERVICES
POINT OF CONTACT	Stephanie Hunt
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 70

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? 70

Yes

Document	Status
Parent Form <u>IPG Parent Financial Disclosures and Conflicts of Interest Form(4).pdf</u> (PDF, 1.10 MB)	Attached by Stephanie Hunt on 1/11/2017

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 70

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? 70

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>Percentage of Ownership(1).pdf</u> (PDF, 32.82 KB)	Attached by Stephanie Hunt on 12/27/2016

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. 70

Yes

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

Yes

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

Not applicable - For-Profit Entity

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

No

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

No

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

No

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

No

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

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

[Customer Support](#)

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

Vendor Name: exp U.S. Services Inc.

DBA: exp U.S. Services 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
Exp Global Inc.	56 Queen St. East, Suite 301 Brampton, ON, Canada L6V 4M8	100%	\$17,431,233		

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

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

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

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

Vendor Name	Exp U.S. Services Inc.
Doing Business As (DBA)	Exp U.S. Services Inc.
Disclosing Entity	Exp Global Inc.
Disclosing Entity's Parent Entity	
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)

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

**STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL**

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

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

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

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Dvorak-exp LLC	c/o Jim Stern One North LaSalle, Ste 1620 Chicago, IL 60602	52%	\$100,000,000

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

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
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**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

**STEP 3
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Exp Global Inc. & Dvorak-exp LLC

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

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

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

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

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

Please provide the name of the person for which responses are provided: Exp Global Inc. & Dvorak-exp LLC

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

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

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

**STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES**

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

Click here to enter text.

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

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

Please provide the name of the person or entity for which responses are provided: Exp Global Inc. & Dvorak-exp LLC

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

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

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

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

**STEP 7
SIGN THE DISCLOSURE**

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

Name of Disclosing Entity: exp Global Inc.

Signature: _____

Date: December 21, 2016

Printed Name: Hae-Jin (Priscilla) Ahn

Title: General Counsel and Secretary

Phone Number: 905-796-3200

Email Address: Priscilla.ahn@exp.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2017

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	
	INSURER(S) AFFORDING COVERAGE INSURER A: XL Insurance America, Inc. NAIC # 24554 INSURER B: Continental Casualty Company 20443 INSURER C: Transportation Insurance Company 20494 INSURER D: AIG Insurance Company of Canada B1206 INSURER E: INSURER F:	INSURED exp U.S. Services, Inc. 205 N. Michigan Ave, Ste 3600 Chicago, IL 60601

COVERAGES **CERTIFICATE NUMBER: W3095564** **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	US00057823LI17A	03/31/2017	03/31/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	6010517007	03/31/2017	03/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	N	N	CA00002681LI17A	03/31/2017	03/31/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
	DED RETENTION \$							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	N	6046186700	03/31/2017	03/31/2018	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability	N	N	061127095	03/31/2017	03/31/2018	Per claim \$3,000,000 Aggregate \$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Contract I-17-4676 Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange.

The Illinois State Toll Highway Authority (ISTHA) is included as Additional Insured as respects to General Liability and Auto Liability.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force

CERTIFICATE HOLDER ISTHA 2700 Ogden Ave. Downers Grove, IL 60515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Illinois, Inc.		NAMED INSURED exp U.S. Services, Inc. 205 N. Michigan Ave, Ste 3600 Chicago, IL 60601	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

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

for or which may be purchased by Additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract, but only to the extent that the named insured has agreed in writing prior to the occurrence or accident to provide insurance for such persons or organizations and then only with respect to liability for bodily injury or property damage caused by operations performed for such such additional insured by or on behalf of the named insured.	As required per written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

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

whichever is less.

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An "employee" of yours is an "insured" while operating an "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.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Personal Property

The following is added to **Section III, Paragraph A.4.**

c. We will pay up to \$500 for loss to **Personal Property** which is:

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

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

This insurance is excess over any other collectible insurance and no deductible applies.

E. Rental Reimbursement

The following is added to **Section III, Paragraph A.4.**:

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
 1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto"; or,
 - (b) 15 days.
 2. Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or,
 - (b) \$25 per day subject to a maximum of \$375.
 3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

F. Hired "Autos"

The following is added to **Section III, Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of \$750 per "accident."

G. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

H. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

I. Diminution In Value

The following is added to **Section III, Paragraph B.6.**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your

permission, while performing duties related to the conduct of your business.

- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Contract Information Sheet

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

Consultant Name: exp USA Services, Inc.

Contract Number: I-17-4676

Proposal Date: 8/1/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-17-4676

Consultant: exp U.S. Services Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} \underline{62,967.00} \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ \quad 50.51 \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{3,180,463.17}$$

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 \$ 8,905,296.88

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ \$135,268.76

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 3,955,494.36

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ 401,940.00

TOTAL SERVICES BY OTHERS \$ 4,357,434.36

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)

\$ 13,398,000.00

Contract No.: I-17-4676 Consultant: exp U.S. Services Inc.

Date: 8/1/2017 Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated O/T Hours:					
							Total Estimated Work Hours:	Average Premium O/T Hourly Rate:	Total 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	600.00						
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	4,800.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$70.00	\$70.00	8,000.00						
No	Resident Engineer	\$40.00	\$70.00	\$70.00	\$70.00							
No	Project Engineer/Planner	\$25.00	\$60.00	\$58.17	\$58.17	9,600.00						
No	Staff Engineer/Planner	\$20.00	\$40.00									
No	Engineer /Accountant	\$20.00	\$60.00	\$47.66	\$47.66	19,480.00						
No	Senior Technical Specialist	\$25.00	\$60.00	\$48.40	\$48.40	4,800.00						
No	Technical Specialist	\$15.00	\$50.00	\$33.30	\$33.30	14,927.00						
No	Architect	\$30.00	\$70.00	\$54.38	\$54.38	160.00						
No	Realty Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									

Contract No.: I-17-4676 Consultant: exp U.S. Services Inc.

Date: 8/1/2017 Escalation Factor: 100.00%
 (From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES						DIRECT COST OVERTIME PREMIUM	
Total Estimated Work Hours:		62,967.00		Total Overtime Premium:			
Average Hourly Rate:		\$50.51		Escalated Average Overtime Hourly Rate (See Note C to Right)		Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
Total Direct Labor		\$3,180,463.17		Escalated Average Overtime Hourly Rate for Classification (See Note B to Right)		Escalated Average Overtime Hourly Rate (See Note C to Right)	
Escalated Average Hourly Rate for Classification (See Note A to Right)		\$29.67		Escalated Average Hourly Rate for Classification (See Note B to Right)		Escalated Average Overtime Hourly Rate (See Note C to Right)	
Tollway MINIMUM Hourly Rate for Classification		\$8.25		Tollway MAXIMUM Hourly Rate for Classification		Estimated Work Hours (Including Overtime)	
Tollway Classification		Admin/Clerical		\$40.00		600.00	
Classification Eligible for Premium Overtime?		No					

Contract No.: 1-17-4676

Consultant: exp U.S. Services Inc.

Date: 8/1/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Technical Manager	Byron Danley	\$50 - \$70
	Technical Manager	Timothy Neumann	
Project Manager	Sr. Architect/Engineer	Parviz Boroumand	\$40 - \$70
	Sr. Architect/Engineer	Thomas Hough	
	Sr. Architect/Engineer	Richard Jarmakowicz	
	Sr. Architect/Engineer	Vinod Patel	
	Sr. Architect/Engineer	Robert Stern	
Senior Engineer/Planner	Sr. Architect/Engineer	Brian Hecht	\$40 - \$70
	Sr. Architect/Engineer	David Chicoine	
	Sr. Architect/Engineer	Siva Kumar Haran	
	Sr. Architect/Engineer	Kevin Kramer	
	Sr. Architect/Engineer	Fazal Mahmood	
	Sr. Architect/Engineer	James Mierke	
	Sr. Architect/Engineer	Paul J Zinni	
	Technical Manager	Manuel Alvarez	
	Technical Manager	Stephen Elrod	
	Technical Manager	Richard Gurley	
	Technical Manager	Thomas Hoepf	
	Technical Manager	Jefrey Jakalski	
	Technical Manager	Mark Mikrut	
	Technical Manager	R. Shankar Nair	
	Technical Manager	Antonious Oshana	
Technical Manager	Jay Ramirez		
Technical Manager	Phillip Stevens		
Technical Manager	Brian Umbright		
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Sr. Architect/Engineer	Douglas Hansen	\$25 - \$60
	Sr. Architect/Engineer	Kenneth Antonson	
	Sr. Architect/Engineer	Steve Citko	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Architect/Engineer	Richard Ang	\$20 - \$60
	Architect/Engineer	Miguel Arana	
	Architect/Engineer	Thomas Arett	
	Architect/Engineer	Christopher Bove	
	Architect/Engineer	David Carroll	
	Architect/Engineer	Gabriel A Cerda	
	Architect/Engineer	Yoon moon Chun	
	Architect/Engineer	Alice Clark	
	Architect/Engineer	Kevin Coughlin	

Contract No.: 1-17-4676

Consultant: exp U.S. Services Inc.

Date: 8/1/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	Architect/Engineer	David Dickey	
	Architect/Engineer	Frank Dufka	
	Architect/Engineer	Craig Erwin	
	Architect/Engineer	Katherine Fath	
	Architect/Engineer	Garret Forkan	
	Architect/Engineer	Brian Foss	
	Architect/Engineer	Alicia Garcia	
	Architect/Engineer	Zachary Gardner	
	Architect/Engineer	Nathaniel Gonner	
	Architect/Engineer	Gabriel J Gorsline	
	Architect/Engineer	David Graff	
	Architect/Engineer	Craig Hicks	
	Architect/Engineer	Sandra Homola	
	Architect/Engineer	Hanna Kalinowski	
	Architect/Engineer	Dusanka Kangrga	
	Architect/Engineer	Madukhar Karnati	
	Architect/Engineer	Hilary Dawn Kramer	
	Architect/Engineer	Kamlesh Kumar	
	Architect/Engineer	Muthayab Mohammed	
	Architect/Engineer	Leo Moritz	
	Architect/Engineer	Matthew Newman	
	Architect/Engineer	Robert Oryhan	
	Architect/Engineer	David Oscarson	
	Architect/Engineer	Joel Pfitzinger	
	Architect/Engineer	Ronald Putlak	
	Architect/Engineer	Carlos Javier Ramirez	
	Architect/Engineer	Lorraine Roberts	
	Architect/Engineer	Andrew Robertson	
	Architect/Engineer	Jeffery Roemer	
	Architect/Engineer	William Schaefer	
	Architect/Engineer	Krashan Singhal	
	Architect/Engineer	Gregory Spraitz	
	Architect/Engineer	Robert Stankiewicz	
	Architect/Engineer	Adam Urbanek	
	Architect/Engineer	Jay A Ure	
	Architect/Engineer	Jack Zlotek	
	Architect/Engineer	Santosh Bhalekar	
Senior Technical Specialist	Technician	Hana Johnson	\$25 - \$60

Contract No.: I-17-4676

Consultant: exp U.S. Services Inc.

Date: 8/1/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
	Technician	Michael O'Neal	
	Technician	Marcin Zawadzki	
	Technician	Jovan Zrnic	
Technical Specialist	Technician	Jacqueline A Pfrommer	\$15 - \$50
	Technician	Steven Brush	
	Technician	Thomas Denney	
	Technician	Shawna Dolan	
	Technician	Matthew Eagle	
	Technician	Dennis Edge	
	Technician	Sara Fetterolf	
	Technician	Kevin J Fisher	
	Technician	Elisa Godinez	
	Technician	Bassma Habschmidt	
	Technician	Colleen Haran	
	Technician	Kevin Kruchten	
	Technician	Daniel P Lally	
	Technician	Vlaicu Matei	
	Technician	Steven Offringa	
	Technician	Omar Ortega	
	Technician	Jonathan Pearson	
	Technician	Jerzy Pietrowski	
	Technician	Ryan Piper	
	Technician	Fei Qu	
	Technician	Shashank Rajoria	
	Technician	Brian Riehle	
	Technician	Armando Sanchez	
	Technician	Aaron Schramm	
	Technician	Mohammad Shahsavarani	
	Technician	Zachary Zaranko	
Architect	Architect/Engineer	Jasenko Badic	\$30 - \$70
	Architect/Engineer	Michelle Bear	
	Architect/Engineer	John Bovee	
	Architect/Engineer	Charles Braucher	
	Architect/Engineer	Horeya Czaplewski	
	Architect/Engineer	Joseph Epstein	
	Architect/Engineer	Eduardo Guerra	
	Architect/Engineer	Scott Henry	
	Architect/Engineer	John Hood	

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-17-4676

Consultant: exp U.S. Services Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Byron Danley, SE, PE

Project Manager: Thomas Hough, PE

Project Engineer: Brian Hecht, PE

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Matthew Newman, PE

Project Structural Engineer: Vinod Patel, SE, PE

Project Drainage Engineer: Sandra Homola, PE, CFM, LEED AP

Senior Engineer: _____

Others: Name: Kenneth Antonson, PE

Classification: Roadway QA/QC

Name: R. Shankar Nair, Ph.D., SE, PE, NAE

Classification: Structures QAQC

Name: Jack Zlotek, PLS

Classification: Survey/ROW

Name: _____

Classification: _____

Byron Danley, SE, PE
Principal-in-Charge

Thomas Hough, PE
Project Manager

Brian Hecht, PE
Project Engineer

Matthew Newman, PE

Roadway Design

Sandra Homola, PE, CFM, LEED AP

Drainage Design/Hydraulic Modeling

R. Shankar Nair, Ph.D., SE, PE, NAE

QA/OC

Jack Zlotek, PLS

Survey Manager

Vinod Patel, SE, PE
Structural Design

Kenneth Antonson, PE
QA/QC

Exhibit F

Scope of Work

**Elgin O'Hare Western Access, Jane Addams Memorial Tollway System
Interchange**

Contract No. I-17-4676

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to prepare Phase II engineering services for the preparation of contract plans and specifications and project related permits for the proposed improvements including, but not limited to, construction of new lanes for the Elgin O'Hare Western Access between I-294 and I-90 in DuPage and Cook Counties, Illinois. The project is for construction of the Elgin O'Hare Western Access and Jane Addams Memorial Tollway System Interchange. The scope of proposed improvements includes constructing new mainline pavements, drainage improvements, retaining wall construction, earthwork, traffic barriers, lighting installation, installation of storm sewers and drainage structures, maintenance of traffic, pavement markings and other miscellaneous construction.

The following contracts are anticipated to be included (designations as defined in the EOWA Concept (30%) Phase Design prepared by the Design Corridor Manager (DCM)):

1. Construction Contract N08C-1 – I-90/Western Access System Interchange – Bridge.
2. Construction Contract N08C-2 – I-90/Western Access System Interchange – Roadway (includes Local road and MWRD Maintenance road rehabilitation).

A contingency has been added to the contract in order to allow for potential Design Section Engineering Services for contracts that may be advanced but for which scope of work and contract limits have yet to be defined. The contingencies included are as follows:

1. Contract Package for Demolition & Environmental remediation – Des Plaines Oasis Site.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-17-4676

The Design Section Engineer's (DSE) services under Contract I-17-4676 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 Tollway's Design Section Engineer's Manual, as amended by the 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 Tollway jurisdiction. The design criteria and policies, materials and construction requirements of the Illinois Department of Transportation shall apply outside the Tollway jurisdiction area.

The Illinois Department of Transportation (IDOT) has advanced the EOWA project through the planning stage. The planning stage of the project was completed under a separate contract in two parts, or "tiers." Tier One was completed in June 2010 with the signing of the Record of Decision (ROD). The Tier One planning process, which included the preparation of a Tier One Environmental Impact Statement (EIS), defined an overall preferred multi-modal transportation plan for the study area, essentially identifying the type and location of the proposed improvements, at a conceptual level of detail. During Tier Two, IDOT and the Tollway conducted more detailed environmental and engineering studies. The Tier Two EIS identifies environmental impacts and proposed

mitigation based on the refined preliminary design features. The Tier Two Draft EIS was completed in the spring of 2012, followed by the Tier Two Final EIS in December 2012, and design approval via the associated Combined Design Report in February 2013. In addition to the IDOT led Phase I studies, Tollway Contract I-11-4014 provides Design Corridor Management (DCM) services for the EOWA project, including supporting concept design studies. The following deliverables will be provided to the Contract I-17-4676 DSE via the separate IDOT studies and/or the DCM contract:

1. Tier One Environmental Impact Statement.
2. Tier Two Environmental Impact Statement.
3. Combined Design Report.
4. Technical Memoranda and Studies including Interchange Type Studies and FAA 7460 review materials.
5. Existing and Proposed Drainage Plans.
6. Hydraulic Reports for all waterway crossings within the project limits.
7. Master Plan Report and Plans.
8. Concept Design Report and Plans
9. Structure sketches for proposed new bridges and retaining walls within the project limits (see Table A).
10. The Design Corridor Manager will provide preliminary right of way requirements and associated cost analyses for the project.

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 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 EOWA Master Corridor Schedule.
4. ITS/AET Scope. The scope anticipated to be included as part of the construction contract(s) is anticipated to be limited to the installation of the underground duct package along the roadway corridor which will contain Fiber Optic Cable installed under separate contract(s). ITS device design will be performed under separate contracts. The I-17-4676 DSE will be required to coordinate with the DCM and adjacent DSEs to ensure that ITS device design and installation by others under separate contracts is not precluded.
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-17-4676 design section:

- a. I-90 at Elmhurst Road Interchange contracts (I-14-4616 and I-14-4618),
 - b. I-90 Contract designs, including but not limited to, Contract I-13-5680 (Des Plaines Oasis to Lee Street WB and EB Retaining and Noise Walls), I-14-4210 (Outside Roadway and Bridge Reconstruction and Widening – Oakton Street to Wolf Road), I-14-4211 (Outside Roadway and Bridge Reconstruction and Widening – Wolf Road to Mannheim Road), I-15-4237 (Inside Roadway and Bridge Reconstruction and Widening – Oakton Street to Mannheim Road), I-14-4212 (EB Roadway and Bridge Reconstruction and Widening – Mannheim Road to Kennedy Expressway), I-13-4620 (Des Plaines Oasis Demolition), I-14-4180 (NSMJAWA Watermain Relocation – West of Roselle Road to West of Elmhurst Road), I-14-4641 (NSMJAWA Watermain Relocation – Elmhurst Road Interchange – Contract #1 (90" Hot Tap)), I-14-4648 (NSMJAWA Watermain Relocation – Elmhurst Road Interchange – Contract #2 (Piping Installation)), I-14-4227R (Smart Corridor/ITS Final Contract), JA-X-X4C (Biowswale Improvements – East), JA-X-X5A (ROW Fence/Gate Installations (Eastbound)), I-17-4294 (ROW Fence/Gate Installations (Westbound)), I-17-4317 (Stockpile Removal), I-17-4290 (Grading and Landscape Improvements), JA-X-X4A (Tree Planting and Grading Improvements) and I-17-4288 (Fiber Optic Removal).
6. Design Criteria Review. The DSE shall review the current Tollway Design Criteria and evaluate the impact of updating the 30% level 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 EOWA DSE sections to confirm whether or not deviations are still required.
 8. Evaluation of Roadside obstacles in accordance with the Tollway's Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.
 9. Review of utility coordination and utility studies performed to date, perform a field review and submit Notice of Interference forms. The DSE is responsible for utility coordination in accordance with the DSE Manual.
 10. Review of Phase I environmental documents (including Tier Two EIS) to confirm potential issues related to biological, cultural, noise, air, hazardous/special waste, pedestrian/bike accommodations, land use, zoning, etc. Review of ESA investigations and recommendations performed by others. Review of Phase II ESA prepared by others in accordance with the Tollway Environmental Studies Manual, latest edition, and ASTM E1903 Standard Practice for Environmental Site Assessments, Phase II as applicable. Review of Remedial Action Plan prepared by others (if necessary) in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site

Remediation Programs.

11. Review coordination with IDOT, regulatory and local agencies performed to date and confirm commitments and future required action including identification of agreements and municipal/county design issues.
12. Review of available survey information furnished by the DCM and confirmation of completeness or need for additional information. DSE responsibilities with regard to Field Survey services outlined in Section III.
13. 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.
14. Performing Wall Type Studies for new retaining wall construction.

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. Subsurface Utility Engineering services (SUE) has been performed by the DCM and as part of prior I-90 widening and reconstruction design phase work. Supplemental SUE services shall be performed by others.
- c. Conduct supplementary survey and right-of-way studies as required.
- d. 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 for the Western Access/I-90 system interchange.
- b. Performing Type, Size and Location (TS&L) drawings for new bridge and retaining wall construction.
- c. Design services for preparing contract plans, special provisions and estimates for new bridges and retaining walls.
- d. Performing analyses for new drainage structure installation and modification of the existing drainage system.
- e. Provide design of erosion control for all construction zones.
- f. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's 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. Electrical design services for updating existing roadway and underpass lighting and installing new roadway and underpass lighting as required by the Tollway's Lighting Standards and design criteria.
- j. Perform detailed design for all overhead, cantilever and ground mounted sign structures within the contract limits.
- k. Provide maintenance of traffic plans including those for impacts to local facilities.
- l. Utility coordination for protection and / or relocation of utilities.
- m. Provide assistance to and backup materials for the preparation of all required permits by the DCM.
- n. Perform geotechnical studies.
- o. Prepare all required permits.
- p. Perform INVEST planning and design evaluations.
- q. Perform environmental studies. Phase II Environmental Site Assessments will be performed by others will be updated and a Final Phase II ESA prepared. The DSE will prepare all designs required for remediation recommendations resulting from the ESA and Remedial Action Plan (RAP).
- r. Coordination with the Illinois Tollway and DCM with regard to environmental issues including, but not limited to USCOE, 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 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 EOWA 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.
- s. All other appurtenant and miscellaneous items. The following structures are included in this project:
 - i. NB Western Access Ramp X3X4 over I-90.
 - ii. SB Western Access Ramp X3X4 over I-90.
 - iii. NB Western Access over MWRD/Higgins Creek
 - iv. SB Western Access over MWRD/Higgins Creek
 - v. EB to SB Ramp X1 over MWRD/Higgins Creek.
 - vi. NB to EB Ramp X2 over MWRD/Higgins Creek
 - vii. Retaining Walls.
- t. All other appurtenant and miscellaneous items.

C. STRUCTURAL CONSTRUCTION

1. Perform detailed inspections and preparation of bridge condition reports of structures, including life cycle cost analyses for the Structures listed in Table A with recommendations to be reviewed and approved by the Tollway.
2. The DSE will prepare Type, Size and Location plans for proposed bridges (see Table A), retaining walls and culverts as required within the project limits.
 - a. The DSE shall investigate the use of shallow depth precast beams where possible/practical. The Illinois Tollway has developed base sheets for 45-inch and 54-inch modified bulb-T girders similar to those used in Wisconsin. These girders have the potential to replace some steel spans and may be more efficient than traditional IDOT precast beam sections.
 - b. The DSE shall investigate the use of mixed superstructure types for individual bridges to increase the use of precast concrete superstructures.
 - c. The use of Mechanically Stabilized Earth (MSE) retaining walls will need to be verified by the DSE, with consideration of Illinois Tollway structural design criteria, during development of detailed grading plans and type, size, and location studies.

D. DRAINAGE

1. The existing drainage facilities as represented in the concept plans and available I-90 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 I-90 construction 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 USACOE Section 404/IEPA Section 401 permit issued for the Elgin O'Hare Western Access 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 erosion control plans/measures if necessary.
4. Preparation of plans as required for USACOE 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. Review Remedial Action Plan (RAP) prepared by others and prepare necessary plans and special provisions for remediation work described in the RAP to ensure that the associated project areas are in compliance with IEPA requirements for Site Remediation Programs upon completion of the proposed construction.

F. MAINTENANCE OF TRAFFIC

The DSE shall prepare Maintenance of Traffic deliverables in accordance with Tollway's Design Section Engineer's Manual, latest edition, as amended by the Tollway. The maintenance of traffic plans and studies shall provide for protection and maintenance of 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 Jane Addams Memorial Tollway (I-90) 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 and sign structure foundations, the DSE will select proposed boring locations for approval by the Illinois Tollway. 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 summarize the exploration and studies described above. The SGR will follow the Tollway SGR procedure. The SGR contains geotechnical recommendations related to bridge foundations, retaining wall foundations, slope walls, side slopes, pavement, 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 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 Jane Addams Memorial Tollway (I-90) and for the Western Access Tollway. 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 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 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 IDOT and by Tollway Contract I-11-4014. The DSE will review the concept (30%) 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 Tollway's Design Section Engineer's Manual, latest edition, as amended by the 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 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.
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 presented in the *EOWA Project D2, Final Concept Plans* (June 2014) 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. Bridge Type Studies for proposed structures in accordance with Tollway Structure Design Manual, latest edition, as amended by the Tollway.
 12. Context Sensitive Solutions and Aesthetics recommendations.
 13. 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 Tollway Maintenance, Tollway Traffic Operations, Tollway Business Systems).
3. Identification of signing requirements and coordination of needs with 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 and intergovernmental agreements shall be identified.
8. The DSE will prepare Bridge Type Studies and Retaining Wall Type Studies during this phase of the work.. Upon approval of these recommendations Type, Size and Location Drawings for bridges, retaining walls and culverts will be prepared. An updated proposed profile will be prepared by the DSE reflecting proposed refinements resulting from structural recommendations (TS&Ls) and through coordination with the adjacent DSEs are necessary.
9. 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.
10. Concept Plan Legacy Comment Review. The DSE shall review unresolved comments received pertaining to the Concept Design Plans from involved agencies. Comments applicable to Contract I-17-4676 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 Tollway.
2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSE's and the DCM as often as required to ensure the final contract documents of all contracts relating to the limits are coordinated.

3. The DSE shall be responsible for coordinating designs with the DCM and Tollway User Departments, including but not limited to, Toll Services, Traffic Operations, Maintenance and Business Systems.
4. Maintenance of traffic and construction staging.
5. The DSE will be responsible for preparing and coordinating construction cost estimates with the DCM and 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 Tollway throughout the design phase. Final construction cost estimates will be developed by the DSE.
6. All other submittals as required in the DSE's Manual.
7. The DSE shall utilize new tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
8. Coordinate with the 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 Tollway consideration and comment on community issues of concern or support.
9. Coordinate with the Tollway Project Manager, the DCM and the Tollway's 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.
10. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.
11. 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 Tollway as necessary.
12. Provide required information to support the Illinois Tollway's coordination activities with the EOWA 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 Tollway's website at www.illinoisvirtualltollway.com.
3. Available inspection reports from current jurisdictional agencies for facilities within the project limits.
4. The 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 Tollway's website at www.illinoistollway.com.
7. Copy of Illinois Tollway Railroad agreements (as required).
8. Copy of Bridge Condition Reports (as required).
9. Maintenance Section Reports.
10. Preservation and Rehabilitation Planning Report.
11. General Engineering Consultant's Special Issue Log.

PROJECT SCHEDULE

Contract No. I-17-4676

Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange

SCHEDULE

1.	Scoping Meeting	5/15/2017
2.	Design Scope Submittal	6/9/17
3.	Design Scope Approval	8/1/17
4.	Notice to Proceed	11/1/2017
5.	Project Kick-Off Meeting	11/15/2017
6.	Concept Submittal	6/26/2018
7.	Preliminary Submittal	7/13/2018 ^a
8.	Pre-final Submittal	8/31/2018 ^a
9.	Final Submittal	12/6/2018 ^a
10.	Advertise	12/27/2018 ^a
11.	Bid Opening	1/31/2019 ^a
12.	Board Award	2/21/2019 ^a
13.	Construction Start Date	5/1/2019 ^a

^a 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 Tollway to proceed to construction in advance of the above listed dates if possible and practical in coordination with the DCM and overall EOWA Master Corridor Schedule and program priorities.

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

**Contract No. I-17-4676
Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange**

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge ¹	Maintenance**
Forthcoming from Tollway	NB	74.4	NB Western Access X3X4 over I-90.	O		A
Forthcoming from Tollway	SB	74.4	SB Western Access X3X4 over I-90	O		A
Forthcoming from Tollway	EB to SB	6.1	Ramp X1 Over MWRD/Higgins Creek	O		A
Forthcoming from Tollway	NB to EB	6.1	Ramp X2 Over MWRD/Higgins Creek	O		C
Forthcoming from Tollway	NB	6.0	NB Western Access (X3X4) Over MWRD/Higgins Creek	O		C
Forthcoming from Tollway	SB	6.0	SB Western Access (X3X4) Over MWRD/Higgins Creek	O		C

** 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.

exp U.S. Services

I-17-4676

**TABLE B:
EOWA PERMITTING AND AGREEMENTS RESPONSIBILITY MATRIX**

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

exp U.S. Services

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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
EPA Air Quality Permits (Mix Plants and Fuel Storage)	Permit application; additional information requests; permit terms and conditions; permit acquisition.		
EPA Watermain Relocation Construction Permit	Design coordination and oversight.	Permit application; additional information requests; permit terms/conditions; permit acquisition.	
EPA Notification of Special Waste	Phase 1 (PESA) and Phase 2 (ESA) investigations.	Inclusion of 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.
EPA Notification of Asbestos/Lead Paint	Design coordination and oversight.	For building demolition contracts, investigation of asbestos and lead paint; preparation of IEPA notification.	
ICC	Permit application; additional information requests; permit terms/conditions; permit acquisition.	Supporting engineering detail for permit application.	
Agreements			
Railroad Agreements	Preparation/negotiation/securing umbrella agreements; support during negotiation of sub-agreements.	Engineering detail required to support sub-agreements; preparation of draft sub-agreements; assistance with sub-agreement reviews.	Right of Entry Permits by Contractor; Railroad Flagging Costs by Contractor. Tollway CM to provide oversight and tracking.
Other Agreements (Utilities, Federal, State, Municipalities, Counties)	Management of the overall agreements schedule; utility reimbursements for ICP Project A only via DCM contract	Design support; utility reimbursements.	Preparation/negotiation/securing agreements.

Attachment A**Web-based Project Management System**

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

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

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to receiving access to the 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 web-based project management system.

- 1.0 Consultant shall utilize ISTHA web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0 Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.

- 3.0** Consultant is required but not limited to submit the following using the System:
- 3.1 Submittal schedule, submittals shall be processed using the 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 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 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 Scanners⁶	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

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

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

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

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

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

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EOWA Northern System Interchange
Submitted: August 1, 2017

Exhibit F - Assumptions

EXHIBIT F SCOPE OF WORK ASSUMPTIONS

The DESIGN SECTION ENGINEER (DSE) agrees to perform, at the direction of the ILLINOIS TOLLWAY, the services described in attached Exhibit F. This document supplements Exhibit F and provides the assumptions utilized by the DSE in developing the proposal for this work.

The DSE will prepare a Concept Verification and the Plans, Specifications and Estimates (PS&E) for the construction of Proposed Elgin-O'Hare Western Access (EOWA) System Interchange with I-90. The southern limit of this work will be the northern ramp gore for the westbound Touhy Avenue entrance to southbound EOWA. The eastern limits of this work along I-90 will be Ramps X2 and X3 tie-ins. The western limits will be the ramp X1 and X4 gores with the proposed I-90 Westbound and Eastbound Collector-Distributor (CD) Roadways. The design and contract preparation of the Proposed I-90 CD Roadways will be By Others except that the Concept Verification will include the CD Roadways limits.

This work is anticipated to be constructed in four construction packages:

CONTRACT N08C-1 - BRIDGES

This contract is anticipated to include bridge construction, traffic barriers, lighting foundations, ITS conduits and junction boxes, drainage improvements, maintenance of traffic, pavement markings, signing and other miscellaneous construction. The following bridge structures are anticipated to be included in the contract:

- Ramps X3X4 NB and SB over I-90 (Bridges B-109 and B-109a)
- Ramps X1/X2/X3X4 NB and SB over MWRD and Higgins Creek (Bridges B-116, B-117, B-118 and B-119)

CONTRACT N08C-2 - ROADWAY

This contract is anticipated to include construction of new mainline and ramp pavements, traffic barriers, lighting installation, ITS conduits and handholes, drainage frames and grates, maintenance of traffic, pavement markings, signing and other miscellaneous construction. This contract is also anticipated to rehabilitate the existing Service Road, Jarvis Avenue and the MWRD Maintenance Road following completion of the other construction contracts.

CONTRACT N08C-3 – DEMOLITION AND REMEDIATION

This contract is anticipated to include demolition of the existing Des Plaines Oasis gas station facilities, parking lots and ramp pavements, remediation of the site, temporary drainage, temporary erosion control, temporary grading, maintenance of traffic, pavement markings, water main relocation (as required) and other miscellaneous construction.

CONTRACT N08C-4 – EARTHWORK AND RETAINING WALLS

This contract is anticipated to include construction of proposed retaining walls, ramp and mainline pavement grading, temporary and permanent drainage, infiltration basin construction, MWRD site grading, bridge embankments, temporary erosion control, maintenance of traffic, pavement markings, other miscellaneous construction. The following retaining walls are anticipated to be included in this contract:

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EOWA Northern System Interchange
Submitted: August 1, 2017

Exhibit F - Assumptions

- Wall R-505 (Ramp X1 - 128' Long w/ max. 16' exposed height)
- Wall R-527 (Ramp X2 - 1186' Long w/ max. 30' exposed height)
- Wall R-529 (Ramps X3X4 - 2174' Long w/ max. 28' exposed height)

The DSE's Work will include, as applicable, the following:

DATA COLLECTION AND REVIEW

The DSE will collect and review data provided by the DCM (CH2M Hill). The data shall include reports, design files, Geopak information (.gpk and existing/ proposed TIN), survey and topo information, geotechnical information, utility information and record plans.

SUPPLEMENTAL SURVEY AND SUBSURFACE UTILITY ENGINEERING (SUE)

The Tollway shall provide I-90 as-built survey information to the DSE. The DSE will complete necessary Supplemental Survey (necessary pick up survey and topo) within the contract limits.

SUE Levels A and B will be completed BY OTHERS as requested by the DSE and approved by the Tollway.

UTILITY COORDINATION

Existing utilities will be identified by their size and type. The DSE will prepare Notices of Interference (NOIs) and maintain the Illinois Tollway's Design Utility Report (DUR).

The DSE will provide coordination with the utilities located within the work limits. Design and plan preparation of private utility relocations will be prepared by the respective utilities. The DSE will review Utility Work Orders prepared by the utilities.

GEOTECHNICAL INVESTIGATION

The geotechnical investigation will be completed in accordance with the Tollway's Geotechnical Manual. See attached proposal from Geo Services for additional assumptions.

ENVIRONMENTAL

The following items of work have been estimated and included as part of this proposal:

- Asbestos Testing for buildings to be removed

The following items of work will be completed BY OTHERS and are not included in this proposal:

- Phase II ESA
- Pre-RAP Reporting, Sampling and Lab Work
- Remedial Action Plan (RAP) for removal of the gas tanks for the Des Plaines Oasis
- Post-Remediation Reporting, Sampling and Lab Work

BARRIER WARRANT ANALYSIS

Barrier Warrant Analysis will be completed along the proposed EOWA System Interchange and the EOWA mainline.

MEETINGS/FIELD CHECKS/COORDINATION

This item includes agency coordination with ILLINOIS TOLLWAY, IDOT, Cook County, local municipalities, MWRD and CDA. It also includes design team site visits, DCM coordination meetings, adjacent DSE coordination meetings, ROW coordination meetings, utility coordination meetings, Project Book Meetings, plan review meetings and plan-in-hand reviews.

3-D MODELING

The DSE will prepare 3-D models in accordance with the DSE and CADD Standard Manuals.

DESIGN DEVIATIONS

The DSE will review design deviations secured to date and propose design modifications that may allow for meeting Tollway design criteria thereby eliminating the need for a previously approved deviation. The DSE will prepare up to eight (8) design deviations utilizing the e-Builder process.

QA/QC / PROJECT ADMINISTRATION

The DSE will perform project administration/ management tasks. The scope of work under this item will include:

- Participation in QA/QC reviews submitted in conformance with the Tollway ISO 9001 program.
- QA/QC reviews will be performed as per the DSE's Quality Management Plan approved by the ILLINOIS TOLLWAY.

CONCEPT VERIFICATION

The DSE will review the concept design prepared and either concur and advance final design on that basis or recommend otherwise and advance based upon the recommendation (assuming the Tollway concurs or doesn't take exception).

TITLE SHEET

Design of this project will be in English Units.

NOTES / INDEX / STANDARDS

The index of sheets will list each sheet included in the plan sheet. ILLINOIS TOLLWAY and IDOT Standards included with the plans will be listed in numerical order. Standard general notes customized to suit the project needs will be shown.

SUGGESTED CONSTRUCTION SCHEDULE

Suggested Construction Schedule Plans will be developed.

SUMMARY OF QUANTITIES

Summary of Quantities sheets shall include a list of pay items with their respective quantities.

SCHEDULE OF QUANTITIES

Roadway pay item quantity calculations are to be shown on schedule of quantity sheets.

ALIGNMENT AND TIES

Horizontal alignment data, alignment ties, state plane coordinate system data, and benchmarks shall be included on the Alignment and Ties sheet.

PLATS OF ACQUISITION

Right-of-way from several parcels is required to complete this work. Plats of Acquisition required will be completed BY OTHERS.

TYPICAL SECTIONS

Existing and proposed typical sections will be provided for impacted roadways.

MAINTENANCE OF TRAFFIC

Detailed MOT plans, typical sections, and MOT notes to be developed based on the concept MOT plans. These plans will include work zone staging to maintain existing traffic movements.

Final MOT plans to include all the stages of work, typical sections, general notes, and all applicable ILLINOIS TOLLWAY and IDOT standards.

REMOVAL PLANS

Removal plans shall show all required removals (Pavement, drainage, trees, etc.).

PLAN AND PROFILE

Existing and proposed plans are to include topographical and geometrical design features and right-of-way information.

Plan and profile drawings to include all proposed roadway improvements, identification of roadway pay items, proposed bridge, culverts and retaining walls. Profiles are to include vertical curve data and longitudinal slopes.

UTILITY AND DRAINAGE PLANS

The existing drainage facilities as represented in the concept plans and available I-90 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.

Drainage calculations including culvert and storm sewer sizing, inlet spacing and ditch sizing will be provided by the DSE.

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. This work will also include analysis of any floodplain encroachments and required compensatory storage along Higgins Creek and/or in the Touhy Avenue Reservoir Cell 2. The prior drainage calculation reports from the concept plans and I-90 construction will be provided by the Tollway.

The proposed right-of-way and easement requirements will be evaluated to accommodate the proposed drainage design.

Storm sewer televising is assumed to not be required and is not included in this proposal.

Existing utility plans and a utility matrix will be provided.

Watermain relocation is anticipated to be required as part of Des Plaines Oasis demolition (Contract N08C-3). The relocation design and associated permitting will be by the DSE.

The DSE will review as-builts for NSMJAWA watermain closely to ensure that the proposed improvements will not cause a conflict. The utility is a very sensitive one and must not be impacted during construction. The 90" diameter NSMJAWA line within the project limits is not anticipated to be impacted by the proposed work and the relocation of this line is not included in this scope.

The Concept Verification will not include hydraulic modeling and report for the proposed I-90 Bridges over Higgins Creek. This work will be completed BY OTHERS.

EARTHWORK PLAN AND MASS GRADING PLANS AND PROFILES

Earthwork plan drawings will include locations of soil borings, TACO suitable/unsuitable limits (CDA Property only) as well as non-special waste disposal limits. The earthwork plan will also include proposed haul road geometry. Mass grading plan drawings will include proposed grading contours for the future western access embankment. Proposed grading will not be provided for stockpile locations. Profiles shall include vertical curve data and longitudinal slopes.

LANDSCAPING PLANS

The DSE shall develop a proposed landscaping plan for disturbed areas within contract limits in accordance with the corridor manual. Areas shall be restored with USDA/FAA approved seed mixes.

SEDIMENT AND EROSION CONTROL PLANS

Temporary erosion control methods and procedures to be shown on the plans for each stage of construction in accordance with the applicable IDOT and ILLINOIS TOLLWAY Standards.

Permanent erosion control measures to be shown on the plans to prevent erosion and sedimentation, these plans to include, outlet and channel protection measures, etc. ILLINOIS TOLLWAY and local erosion control criteria shall be utilized.

PAVEMENT MARKING AND SIGNING

Pavement marking plans for I-90, the Northern System Interchange, the EOWA mainline, Service Road, Jarvis Avenue and Mt. Prospect Road will be required for the various contracts required to complete this work.

Signs designed under Contracts 4674 and 4675 for the CD roadway improvements may need to be included in contracts to be designed by the DSE. The DSE will review designs to ensure compatibility with the design and final configuration

Plans are to include all appropriate pavement markings showing lane configurations, and identification of all pay items.

Plans are to include appropriate signs along I-90, the Northern System Interchange, the EOWA mainline, Service Road, Jarvis Avenue and Mt. Prospect Road with identification. Existing and proposed signs are to be shown on schedules.

The DSE shall submit a summary of ILLINOIS TOLLWAY signs needed for each contract at each submittal.

LIGHTING AND ITS

See attached proposal from Delta Engineering Group for assumptions.

STRUCTURE PLANS

The DSE will prepare Bridge Type Studies, Type, Size and Location (TS&L) drawings, and Final structure plans for the structures identified previously. The development of the bridge types and details will be in accordance with Tollway's Accelerated Bridge Construction (ABC) policy and the Tollway Structure Design Manual.

CROSS SECTIONS

Cross Sections will be prepared at 100 ft. intervals along the EOWA System Interchange Ramps, EOWA mainline and along other facilities, within the project limits.

These plans will include existing and proposed roadway features, underground utilities, storm sewer drainage structures and extensions of existing storm system laterals.

The cross-sections will include a summary of cuts and fills required per section

DETAILS

ILLINOIS TOLLWAY and IDOT Roadway Details, Drainage Standards, and Maintenance of Traffic Standards used in the project will be modified as necessary.

Miscellaneous roadway details, as may be required but are not covered elsewhere, are to be provided on separate sheets.

Pavement Joint / Elevations will be provided.

SPECIAL PROVISIONS

Check sheets in IDOT Supplemental Specifications and Recurring Special Provisions will be used to identify the special provisions used in the project.

Special Provisions will be provided for items not covered in IDOT Standard Specifications and Supplemental Specifications.

OPINION OF PROBABLE COST

An opinion of Probable Cost will be prepared and included with each submittal: Preliminary, Pre-Final and Final.

PERMITS

Compliance with the Tollway's NPDES permit for erosion control will be required. It will include preparation of the Storm Water Pollution Prevention Plan which will be included in the project specifications.

IDNR Permits for Floodway construction will be prepared as required. A separate submittal will be made to USACE for plan compliance with the project-wide 404 permit.

FAA 7460 permits will be required for work adjacent to the airport. The DSE will coordinate the 7460 permits with the DCM.

MWRD permits will be prepared as required.

INVEST

The DSE shall follow the INVEST Project Development Manual for this project. It is anticipated that the INVEST process will be required for the following construction contracts only:

- CONTRACT N08C-1 – BRIDGES
- CONTRACT N08C-2 – ROADWAY
- CONTRACT N08C-4 – EARTHWORK AND RETAINING WALLS

ENVIRONMENTAL SITE ASSESSMENT

Environmental Site Assessments will be performed BY OTHERS. The DSE will include recommendations from results of Phase II ESA into the contract documents.

MISCELLANEOUS ITEMS

A Summary of Quantities will be submitted with each plan submittal. The DSE will provide best guess estimates for all work not detailed in the Summary of Quantities at preliminary plan submittal.

The ILLINOIS TOLLWAY shall furnish the following to the CONSULTANT for his/her use in performing the work for this Task:

- Tier One Environmental Impact Statement
- Tier Two Environmental Impact Statement
- Phase II ESA Report (By Others)
- Combined Design Report
- Technical Memoranda and Studies including Interchange Type Studies and FAA 7460 Review Materials
- Existing and Proposed Drainage Plans
- Hydraulic Reports for Waterway Crossings
- Master Plan Report and Plans
- Concept Design Report and Plans
- Structure Sketches for Proposed Bridges and Retaining Walls
- Preliminary Right-of-Way and Cost Analyses
- Current Corridor Signing Concept Strip Map
- Design Files with Descriptions

- D2 Design Criteria
- GEOPAK Files with Descriptions
- Revised D2 Geometry with Description of Changes
- Unresolved Comments from Concept Report
- I-90 As-Built Plans
- I-90 As-Built Surveys

Progress Status Reports will be completed by the DSE monthly.

The ILLINOIS TOLLWAY will prepare all project related agreements, including, but not limited to, Intergovernmental Agreements and private agreements. The DSE will provide supporting information as necessary to prepare the Intergovernmental Agreements and other project related agreements.

The ILLINOIS TOLLWAY will furnish the DSE with the Runway Clear Zone sheet for inclusion in the plan set.

Milestone submittals will generally be paperless. No more than fifteen (15) prints of plans and documents will be required for each submittal.

EXHIBIT G

CONTRACT I-17-4676

(exp U.S. Services Inc.)

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
IL 104 Phase I/II	New Illinois River Bridge	\$5,400,000	\$140,000	December 2018
IL 173 Phase I	Environmental Assessment	\$3,700,000	\$100,000	December 2017
Central Avenue Phase I	Reconstruction and widening, new connector underpass	\$3,000,000	\$100,000	December 2017
IL 83: IL 120 - IL 137 at Atkinson Road, Phase II	Intersection Improvement	\$1,100,000	\$50,000	December 2018
I-55/US6 Phase III	Construction Engineering, Bridge/Interchange	\$3,000,000	\$300,000	December 2017
IL43 Phase I/II	Bridge over Chicago River	TBD	TBD	December 2020
EOWA Phase II DUR	Design Upon Request for EOWA	\$5,500,000	\$380,000	October 2017
I-90, Bridge and Ramp Reconstruction, IL 25. Phase III	Construction Engineering, Interchange Improvement	\$5,000,000	\$10,000	December 2017
EOWA Phase II DUR	Design Upon Request for EOWA	\$5,000,000	\$720,000	November 2018
I-294: 95th to 22nd. Master Plan	Master Plan for Central Tri-State from 95 th Street to 22 nd Street	\$7,000,000	\$450,000	February 2018

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 <u>Delta Engineering Group, LLC</u></p> <p>Direct Labor \$ 352,612.62</p> <p>Direct Costs \$ 1,200.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 353,812.62</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>Garza Karhoff Engineering, LLC</u></p> <p>Direct Labor \$ 1,337,111.78</p> <p>Direct Costs \$ 2,688.22</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 1,339,800.00</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>DB Sterlin Consultants, Inc.</u></p> <p>Direct Labor \$ 1,309,811.05</p> <p>Direct Costs \$ 29,988.95</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 1,339,800.00</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>Geo Services, Inc.</u></p> <p>Direct Labor \$ 306,171.32</p> <p>Direct Costs \$ 615,910.42</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 922,081.74</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: \$ 3,955,494.36

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 3,955,494.36

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 29.52%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 29.42%

EXHIBIT H

Contract Information Sheet

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

Consultant Name: Delta Engineering Group, LLC

Contract Number: I-17-4676

Proposal Date: 8/1/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-17-4676

Consultant: Delta Engineering Group, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} \underline{2,386.00} \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ \underline{52.78} \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{125,933.08}$$

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 \$ 352,612.62

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$1,200.00

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)

\$ 353,812.62

Contract No.: I-17-4676

Consultant: Delta Engineering Group, LLC

Date: 8/1/2017

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

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST	
										OVERTIME PREMIUM	
										Total Estimated O/T Hours:	
										Average Premium O/T Hourly Rate:	
										Total Overtime Premium:	
										Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	
										Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
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	Principal	\$50.00	\$70.00	\$70.00	\$70.00	20.00					
No	Project Manager	\$40.00	\$70.00	\$60.00	\$60.00	380.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$60.00	\$60.00	805.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$47.00	\$47.00	921.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$39.00	\$39.00	260.00					
No	Engineer /Accountant	\$20.00	\$60.00								
No	Senior Technical Specialist	\$25.00	\$60.00								
No	Technical Specialist	\$15.00	\$50.00								
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
No	Admin/Clerical	\$8.25	\$40.00								

EXHIBIT "1"

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Contract No.: I-17-4676

Consultant: Delta Engineering Group, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Harjit Singh PE. _____

Electrical Engineer: Kashif M. Khan _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

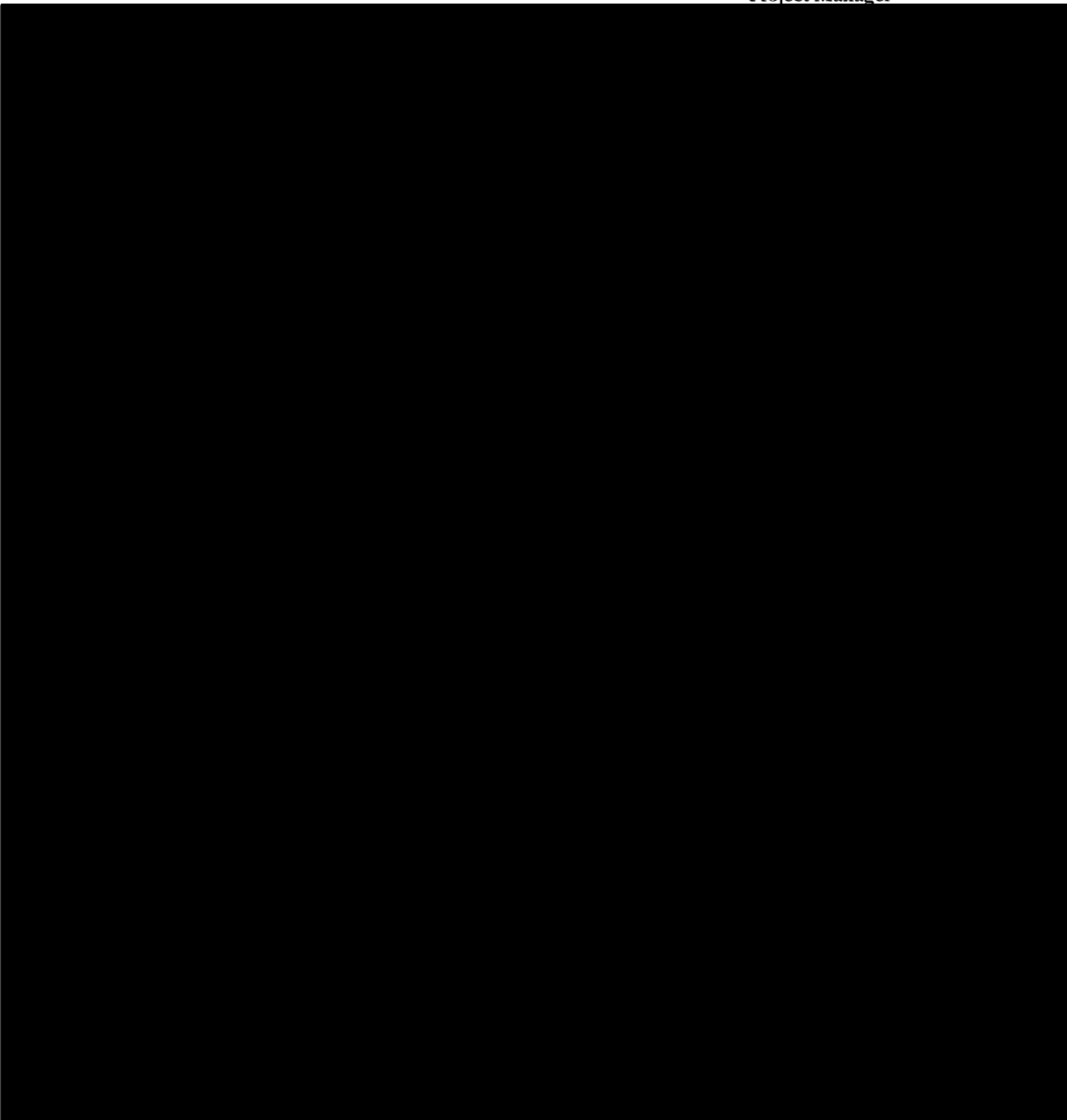
Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

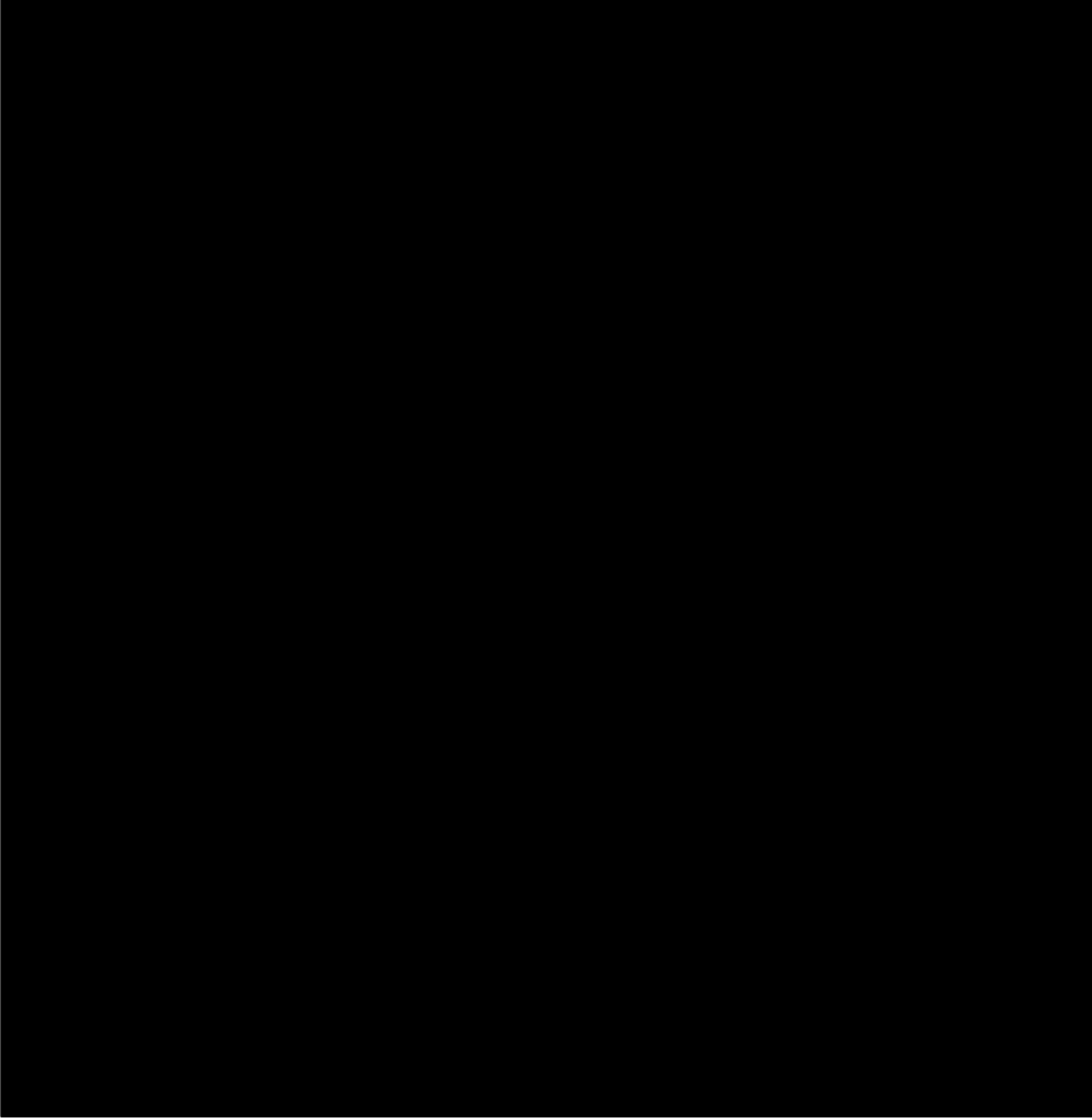




Delta Engineering Group, LLC

Harjit Singh, PE
Project Manager







Delta Engineering Group, LLC

Kashif M. Khan
Electrical Engineer

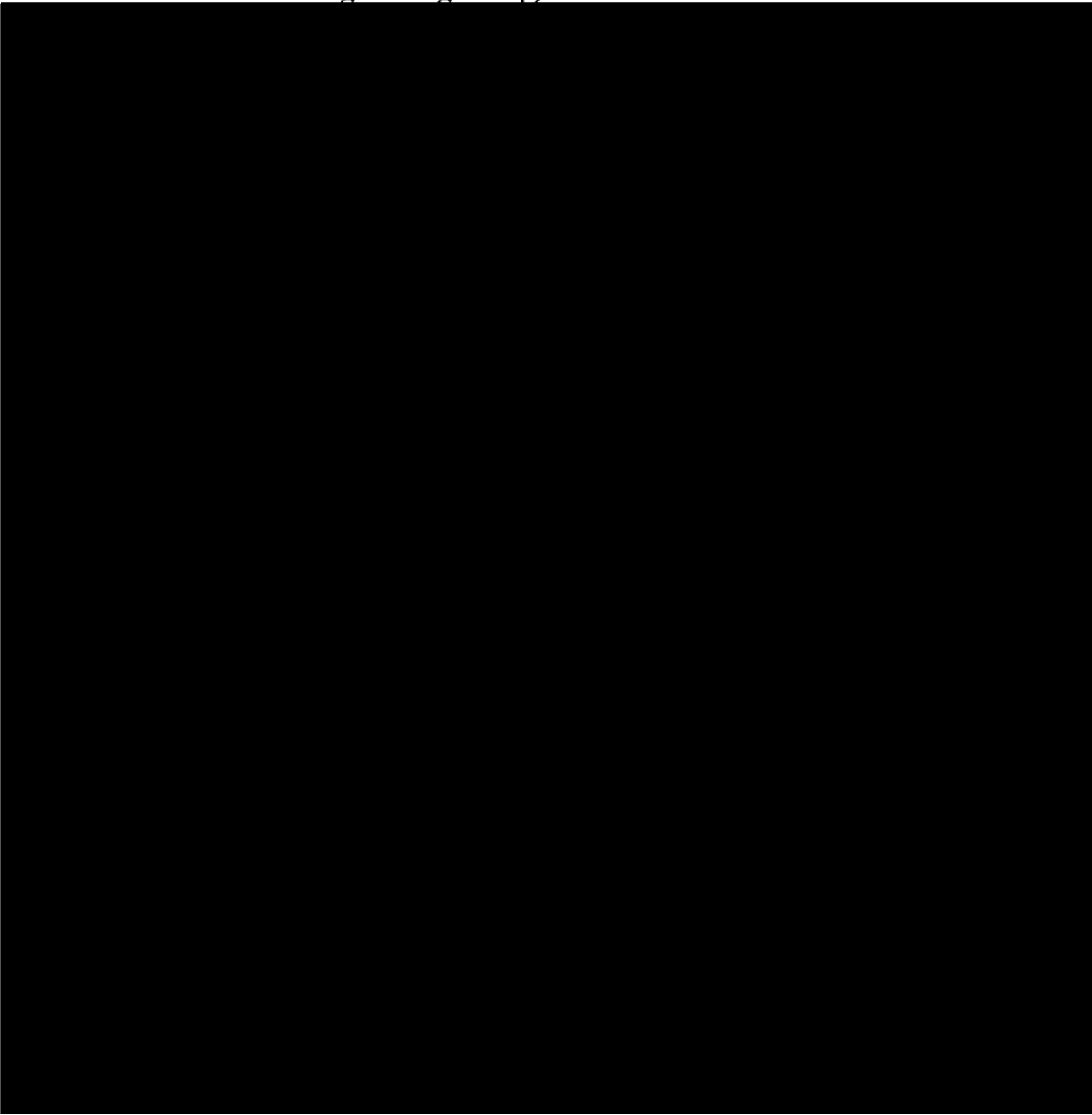


EXHIBIT F

CONTRACT NO. I-17-4676

Delta Engineering Group, LLC.

SCOPE OF SERVICES

June 7th, 2017

TOLLWAY CONTRACT NO. I-17-4676

Prime: exp

Delta Engineering Group, LLC (Delta) services under Contract I-17-4676 shall consist of Concept verification, Roadway Lighting and ITS underground infrastructure design for Elgin O'Hare Western Access, Jane Addams Memorial Tollway system Interchange.

Concept Verification:

As part of contract I-17-4676, Delta will review concept plans prepared by DCM as per the requirements of the Tollways Design Section Engineer's Manual, Tollway Standard Specifications for Road and Bridge Construction and Tollway Guidelines for Roadway Illumination. ITS infrastructure will be reviewed as per latest Tollway ITS standards drawings. Lighting calculations will perform using AGI32 software. Project limits for Concept Verifications Report and Plans will follow the limits of Tollway Contracts I-17-4676, I-17-4674 (WB CD Road Contract) and I-17-4675 (EB CD Road Contract).

Delta will prepare the exhibits for Roadway Lighting and ITS Underground Infrastructures (Duct packages, Power and Fiber Optic Handholes).

Delta will coordinate all roadway lighting and ITS infrastructure work with I-90 contracts and western access contract (I-17-4678).

Roadway Lighting:

The roadway lighting design process has an inherent complexity that requires a logical and systematic design approach. Delta's approach starts with the Tollway Guidelines for Roadway Illumination while incorporating client needs, construction limitations, budget, schedule & quality control.

This approach provides a logical basis for selecting lighting fixtures, mounting heights, configurations and fixture spacing. Modern LED fixtures will be used as per Tollway Guidelines for Roadway Illumination.

Special attention will be given to light pollution concerns so that glare and light trespassing can be minimized. Lighting calculations will perform using AGI32 software.

Delta will perform Voltage Drop Calculations to ensure that Roadway Lighting Voltage Drop passes the Tollway/IDOT specified standard.

Delta will prepare ComEd load letters for Roadway Lighting for proposed electric service connections.

Roadway lighting service shall be 480/240V, 1 Ph. 3 Wire.

DELTA ENGINEERING GROUP, LLC.

Scope of Work (Cont'd)

Page 2 of 2

G:\P170302A Tollway PSB 17-2_Item-3_Addams Interchange_EXP\sec\Manhours\2017-05-17_4676_Scope.doc

Roadway lighting controller will be placed inside of the IPDC or Plaza Building. (IPDC & Plaza Building work performed by others).

Delta will coordinate all roadway lighting and ITS infrastructure work with I-90 contracts and Western Access Contract (I-17-4678).

Delta engineering will prepare Plans, Specifications, Cost and Quantities for Roadway Lighting.

CD Road Contracts I-17-4674 (WB) and I-17-4675 (EB) will not be part of the Final Roadway Lighting Design.

ITS Infrastructure Design:

Delta will develop ITS infrastructure plans following Tollway criteria for required duct packages for fiber optics and power. Delta will space fiber optic handholes and power handholes as per Tollway requirements.

Delta will prepare Plans, Specifications, Cost and Quantities for ITS Infrastructure work.

CD Road Contracts I-17-4674 (WB) and I-17-4675 (EB) will not be part of the Final ITS Infrastructure Design.

Submittals:

The following submittals of drawings, special provisions & summary of quantities will be sent to EXP. It is assumed that there will be three Submittals at 60%, 90% & 100% Completion.

Preliminary at 60% completion.

Pre-final at 90% completion.

Final at 100% completion.

Services Not Included:

The Following services are not included in the man-hour estimates and scope of work. Additional manhours with applicable direct costs will be claimed if Delta engineering is requested to perform these services:

- Mass reproduction of drawings/design documents.
- Bidding process support services.
- Obtain all record/as-built drawings of cross roads, adjacent roadways, structures etc., as required for the design.
- Construction inspections or observations, and preparation of as-built drawings.
- Structural design for non-standard foundations for poles, controllers and other equipment.
- Structural design for any other structures.
- Electrical testing.
- Value engineering.

Delta Current Obligations for Projects Exhibit - G

Project ID	Project Description	Project Type	Total Contract Amount	Remaining Labor	Completion Date
LM141201	CDA - TOR.26624-85-TSK-00002 - MIDWAY AIRPORT CURB ENHANCEMENT	Transportation	\$ 29,811.07	\$ 3,061.87	11/30/2017
ZM81003D	MWRDGC - Stickney AGF - 04-128-3P - CPS	Pump Stations	\$ 300,000.00	\$ 13,908.53	9/30/17
LM150413	ISTHA - I-14-4636 PLAZA 324 CMS	Building	\$ 20,000.00	\$ 14,687.00	8/31/2017
LD150427	IDOT - PTB 175 -012 AT OLD ORCHAD ROAD PHASE II SERVICES	Transportation	\$ 116,991.96	\$ 100,580.80	3/31/2017
LM140703D	ISTHA - I-13-4624 TASK # 5 FRANKLIN AVENUE LIGHTING	Transportation	\$ 201,851.68	\$ 30,518.28	8/31/2017
LM110202ATS/M&SF	CDA - ATS / MSF CONSTRUCTION ADMINISTRATION / CLOSEOUT SERVICES	Building Systems / Facilities	\$ 22,425.82	\$ 4,180.14	8/31/2017
LM110202M	CDA - O'HARE GARAGE - CONSTRUCTION PHASE SERVICES	Parking Facilities	\$ 749,977.37	\$ 39,773.72	9/30/2017
LM140402A	CDWM - WILSON CRIB DESIGN	Infrastructure	\$ 48,494.90	\$ 27,904.05	9/30/2017
LD151123	ISTHA - I-15-4658 15-2 # 7 - Bensenville Yard Underpass	Transportation	\$ 3,049,170.14	\$ 2,955,782.30	1/30/2021
LM160527	CDOT - GRADE SEPARATION PUMP STN.PURCHASE ORDER 75419	Transportation	\$ 57,015.08	\$ 54,191.05	12/31/2017
LM160202ASTR	CDWM - CONTRACT 24361 TOR # 17-11 PN6817 JUNCTION STRUCTURE	Infrastructure	\$ 6,983.72	\$ 1,394.08	9/30/2017
LD160707A	METRA - K60880 LIQ # 23587 BLK 47TH , YARD RENOVATION MEP	Transportation	\$ 527,630.18	\$ 231,013.85	6/30/2019
LP140801C	IDOT - PTB 172-009 D1 - D-91-366-15 TASK 3 VAR. LIGHTING _Mar.2017 LETTING	Transportation	\$ 97,796.01	\$ 24,142.68	9/30/2017
LM160202BSTR	CDWM - CONTRACT 24361 TOR # 17-11 PN6519 JUNCTION STRUCTURE	Infrastructure	\$ 6,365.22	\$ 698.03	9/30/2017
LM160818A	CDWM - CONTRACT 24361 SPEC 90070 TOR # 18-5 PN7238	Infrastructure	\$ 43,344.96	\$ 30,344.10	9/30/2017
LM160818C	CDWM - CONTRACT 24361 SPEC 90070 TOR # 18-5 PN6967	Infrastructure	\$ 4,762.96	\$ 2,094.99	9/30/2017
LM160818E	CDWM - CONTRACT 24361 SPEC 90070 TOR # 18-5 PN7120	Infrastructure	\$ 13,863.03	\$ 4,488.23	9/30/2017
LM160818F	CDWM - CONTRACT 24361 SPEC 90070 TOR # 18-5 PN7246	Infrastructure	\$ 13,321.54	\$ 3,406.58	9/30/2017
LT160819A	CDWM - TOR # 18-4 PN7115 PRATT AVE	Infrastructure	\$ 92,584.63	\$ 3,964.01	9/30/2017
LT160819B	CDWM - TOR # 18-4 PN7116 KILPATRICK AVE	Infrastructure	\$ 31,316.98	\$ 4,382.00	9/30/2017
LT160819C	CDWM - TOR # 18-4 PN6876 HURLBUT	Infrastructure	\$ 30,259.58	\$ 2,193.46	9/30/2017
LT160819D	CDWM - TOR # 18-4 PN7075 BRYN MAWR AVE	Infrastructure	\$ 46,434.13	\$ 5,191.10	9/30/2017
LT160819E	CDWM - TOR # 18-4 PN7280 ODELL AVE	Infrastructure	\$ 21,662.89	\$ 3,100.66	9/30/2017
LD151218B	METRA - K54434 LIQ # 49796 TOR No. 4 McCormick Place St Platform Lighting	Transportation	\$ 82,711.00	\$ 11,714.15	12/31/2017
LP161001	UIC WEST PLANT ELECTRICAL SYSTEM UPGRADE	Building Systems / Facilities	\$ 55,600.00	\$ 5,863.52	10/1/2017
LM141001B	ISTHA - I-14-4638 EOWA ITS - Concept verification - Line of Sight	Transportation	\$ 218,761.20	\$ 128,635.50	8/31/2017
LM141001ACMS	ISTHA - I-14-4638 CM Support for 4014 & 4638	Transportation	\$ 30,007.60	\$ 9,903.60	8/31/2017
LP140801D	IDOT - PTB 172-009 D1 - D-91-366-15 TASK 4 STRUCTURAL PADS	Transportation	\$ 19,803.31	\$ 8,413.60	9/30/2017
LM120901F	ISTHA - I-12-4043 TASK TO ADVANCE EARTHWORK - PHASE II	Roadway Lighting	\$ 76,804.00	\$ 68,471.20	10/31/2017
LD151218A	METRA - K54434 LIQ # 49796 TOR No.1 47th Yard St. Survey, Civil & Structural	Transportation	\$ 72,703.72	\$ 34,408.99	8/31/2017
LD160328A	METRA - K60154 LIQ # 49796 Task Order No. 1 PTC Back Office Data Center Room	Transportation	\$ 165,623.48	\$ 131,083.22	9/17/2018
LM140102A	CDOT - BROADWAY / LAWRENCE STREET SCAPE - 90 % SUBMITTAL	Survey & Design	\$ 18,122.50	\$ 11,698.50	9/30/2017
LT160819D1	CDWM - TOR # 18-4 PN7075A MARKHAM AVENUE 400 NORTH	Infrastructure	\$ 35,925.09	\$ 24,369.39	9/30/2017
LT160819F	CDWM - TOR # 18-4 PN7373 LENOX AVE TO LEGETT AVE	Infrastructure	\$ 44,154.97	\$ 20,757.74	9/30/2017

EXHIBIT "1"

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Garza Karhoff Engineering, LLC

Contract Number: I-17-4676

Proposal Date: 8/1/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: 1-17-4676

Consultant: Garza Karhoff Engineering, LLC

Date: 8/1/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	OVERTIME PREMIUM				
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			
No	Principal	\$50.00	\$70.00	\$60.00	\$60.00	200.00	Total Estimated O/T Hours: 0.00	Total Overtime Premium: \$0.00			
No	Project Manager	\$40.00	\$70.00	\$57.00	\$57.00	2,200.00	Average Premium O/T Hourly Rate: \$43.94				
No	Senior Engineer/Planner	\$40.00	\$70.00		\$0.00		Total Direct Labor: \$477,539.92				
No	Resident Engineer	\$40.00	\$70.00		\$0.00						
No	Project Engineer/Planner	\$25.00	\$60.00		\$0.00						
No	Staff Engineer/Planner	\$20.00	\$40.00		\$0.00						
No	Engineer /Accountant	\$20.00	\$60.00	\$40.17	\$40.17	8,468.00					
No	Senior Technical Specialist	\$25.00	\$60.00		\$0.00						
No	Technical Specialist	\$15.00	\$50.00		\$0.00						
No	Architect	\$30.00	\$70.00		\$0.00						
No	Really Specialists	\$20.00	\$70.00		\$0.00						
No	Intern	\$8.25	\$20.00		\$0.00						
No	Admin/Clerical	\$8.25	\$40.00		\$0.00						

EXHIBIT "1"

ALLOWABLE DIRECT COSTS

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Lodging	State Rate (Maximum)
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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-17-4676

Consultant: Garza Karhoff Engineering, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Brenda G. Karhoff

Project Manager: Brenda G. Karhoff

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Michele E. Tydus

Classification: Structural Engineer

Name: Akiwumi R. Attawia

Classification: Civil Engineer

Name: _____

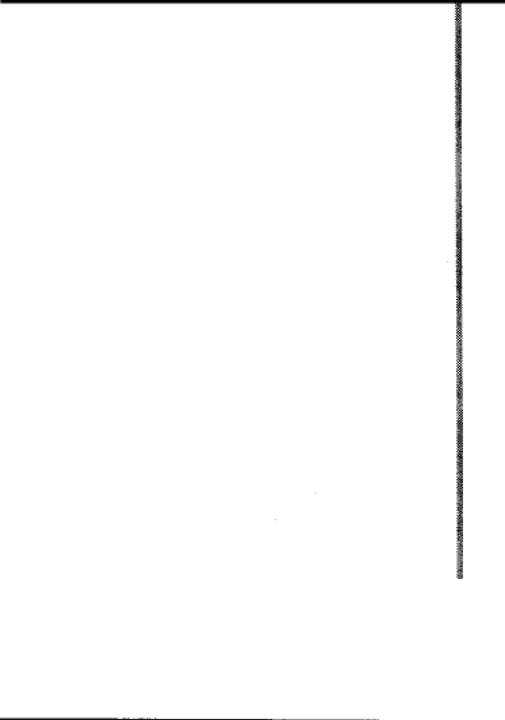
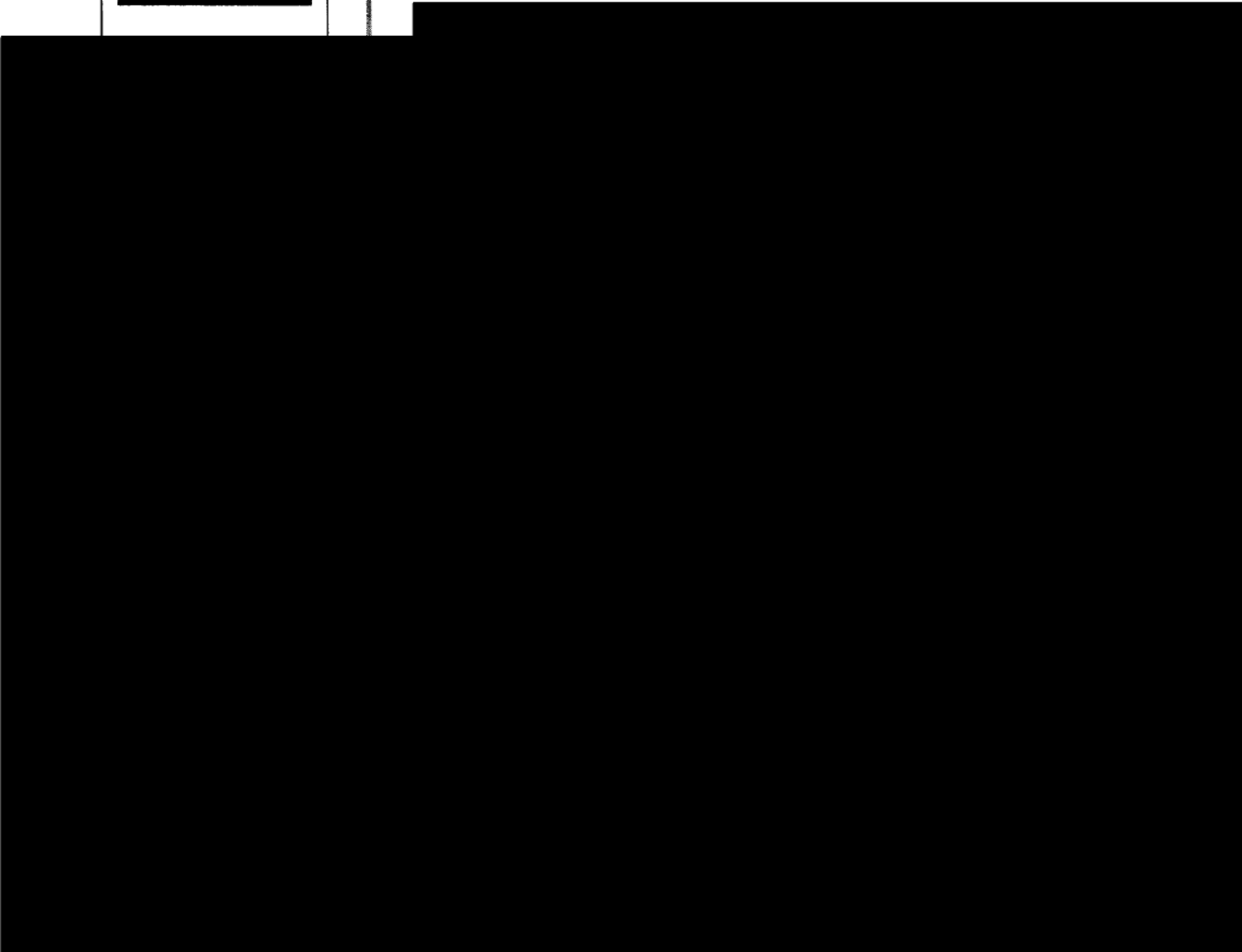
Classification: _____

Name: _____

Classification: _____

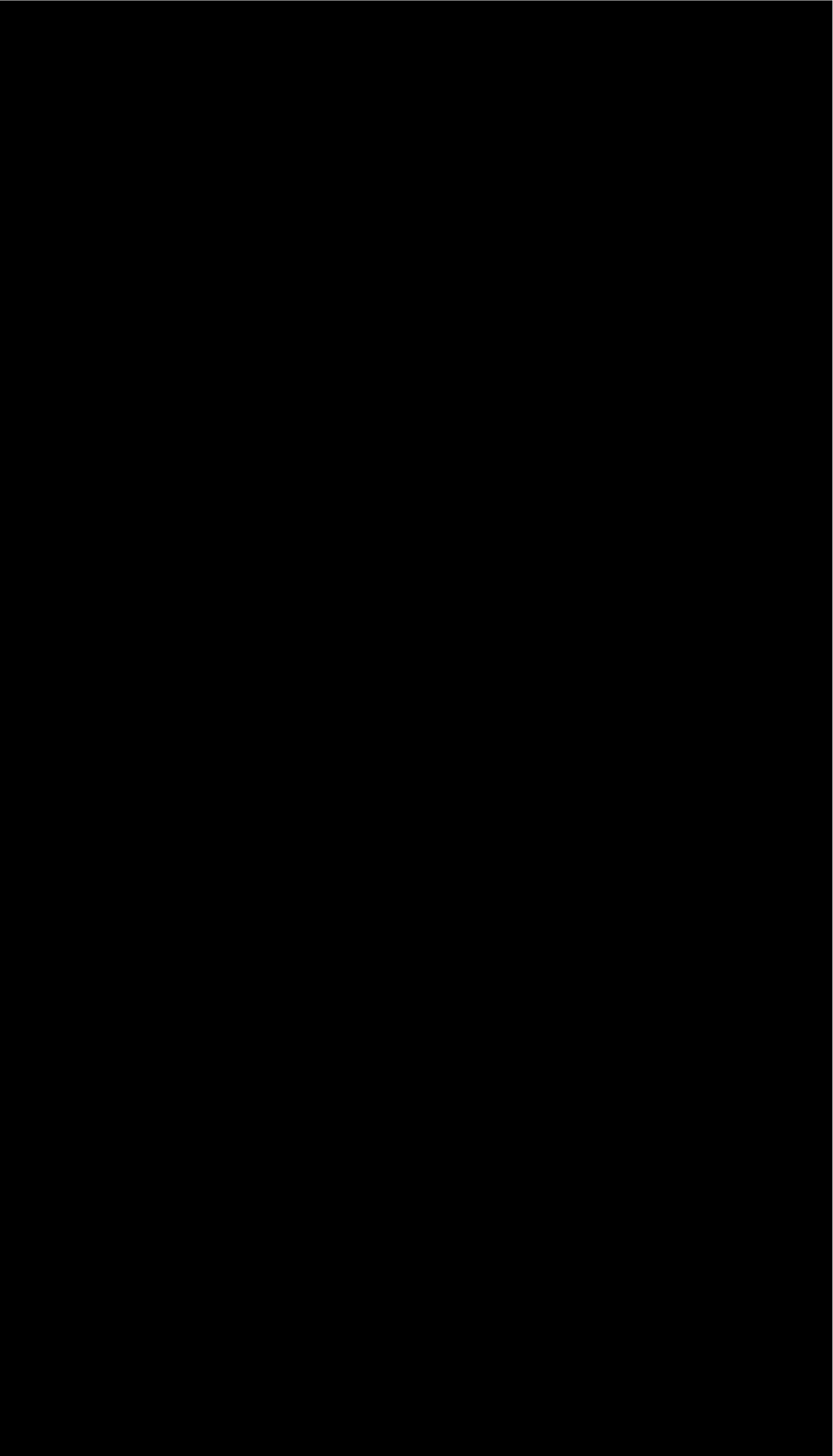
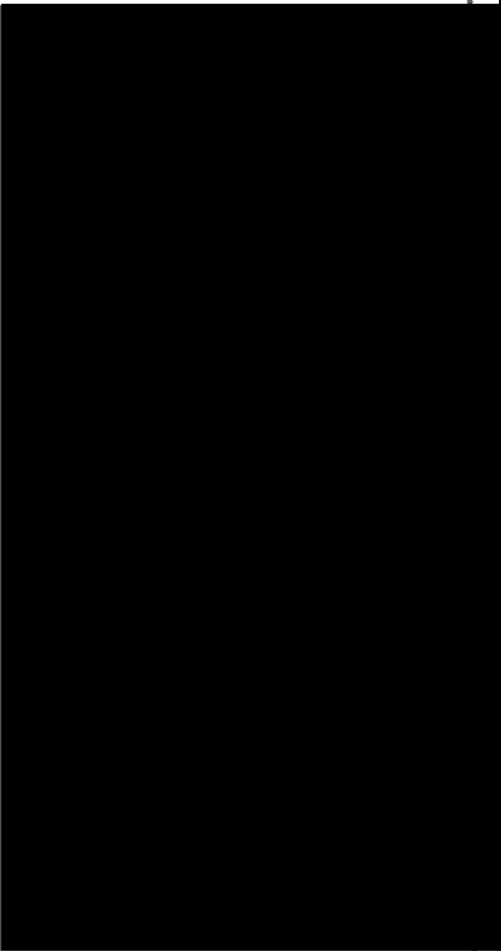


BRENDA G. KARHOFF, SE, PE
PRESIDENT/PROJECT MANAGER





MICHELE E. TYDUS, SE, PE
STRUCTURAL ENGINEER





AKIWUMI R. ATTAWIA, PE
CIVIL ENGINEER

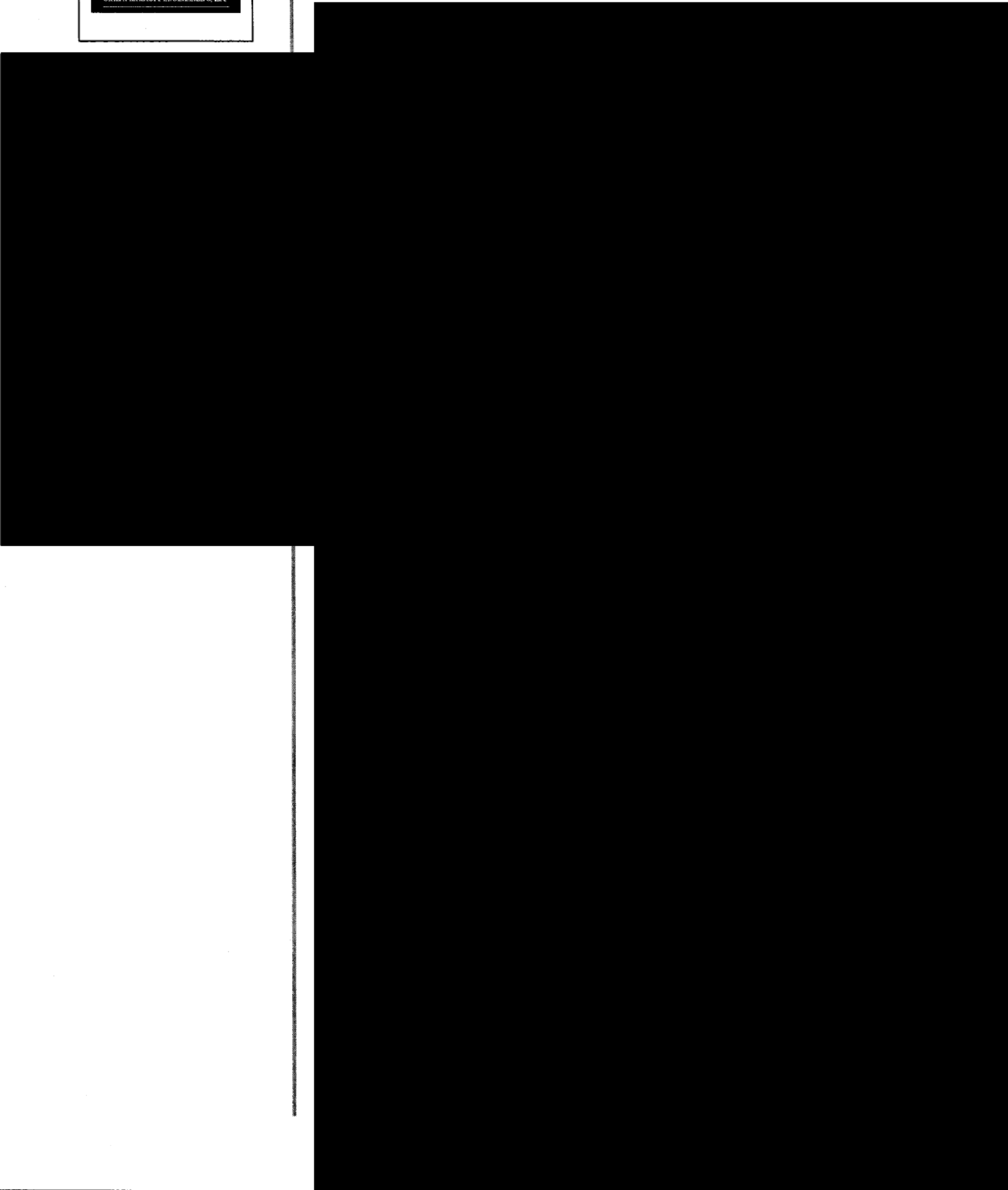


EXHIBIT F SCOPE OF WORK

The Subconsultant will assist the DSE in the preparation of a Concept Verification and the Plans, Specifications and Estimates (PS&E) for the construction of Proposed Elgin-O'Hare Western Access (EOWA) System Interchange with I-90. This work is anticipated to be constructed in four construction packages:

CONTRACT N08C-1 - BRIDGES

This contract is anticipated to include bridge construction, traffic barriers, lighting foundations, ITS conduits and junction boxes, drainage improvements, maintenance of traffic, pavement markings, signing and other miscellaneous construction. The following bridge structures are anticipated to be included in the contract:

- Ramps X3X4 NB and SB over I-90 (Bridges B-109 and B-109a)
- Ramps X1/X2/X3X4 NB and SB over MWRD and Higgins Creek (Bridges B-116, B-117, B-118 and B-119)

CONTRACT N08C-2 - ROADWAY

This contract is anticipated to include construction of new mainline and ramp pavements, traffic barriers, lighting installation, ITS conduits and handholes, drainage frames and grates, maintenance of traffic, pavement markings, signing and other miscellaneous construction. This contract is also anticipated to rehabilitate the existing Service Road, Jarvis Avenue and the MWRD Maintenance Road following completion of the other construction contracts.

CONTRACT N08C-3 – DEMOLITION AND REMEDIATION

This contract is anticipated to include demolition of the existing Des Plaines Oasis gas station facilities, parking lots and ramp pavements, remediation of the site, temporary drainage, temporary erosion control, temporary grading, maintenance of traffic, pavement markings, water main relocation (as required) and other miscellaneous construction.

CONTRACT N08C-4 – EARTHWORK AND RETAINING WALLS

This contract is anticipated to construction of proposed retaining walls, ramp and mainline pavement grading, temporary and permanent drainage, infiltration basin construction, MWRD site grading, bridge embankments, temporary erosion control, maintenance of traffic, pavement markings, other miscellaneous construction. The following retaining walls are anticipated to be included in this contract:

- Wall R-505 (Ramp X1 - 128' Long w/ max. 16' exposed height)
- Wall R-527 (Ramp X2 - 1186' Long w/ max. 30' exposed height)
- Wall R-529 (Ramps X3X4 - 2174' Long w/ max. 28' exposed height)

The Subconsultant's work is expected to include, as applicable, the following:

DATA COLLECTION AND REVIEW

The DSE will collect and review data provided by the DCM (CH2M Hill). The data shall include reports, design files, Geopak information (.gpk and existing/ proposed TIN), survey and topo information, geotechnical information, utility information and record plans.

MEETINGS/FIELD CHECKS/COORDINATION

This item includes agency coordination with ILLINOIS TOLLWAY, IDOT, Cook County, local municipalities, MWRD and CDA. It also includes design team site visits, DCM coordination meetings, adjacent DSE coordination meetings, ROW coordination meetings, utility coordination meetings, Project Book Meetings, plan review meetings and plan-in-hand reviews.

QA/QC / PROJECT ADMINISTRATION

The DSE will perform project administration/ management tasks. The scope of work under this item will include:

- Participation in QA/QC reviews submitted in conformance with the Tollway ISO 9001 program.
- QA/QC reviews will be performed as per the DSE's Quality Management Plan approved by the ILLINOIS TOLLWAY.

TYPICAL SECTIONS

Existing and proposed typical sections will be provided for impacted roadways.

MAINTENANCE OF TRAFFIC

Detailed MOT plans, typical sections, and MOT notes to be developed based on the concept MOT plans. These plans will include work zone staging to maintain existing traffic movements.

Final MOT plans to include all the stages of work, typical sections, general notes, and all applicable ILLINOIS TOLLWAY and IDOT standards.

PLAN AND PROFILE

Existing and proposed plans are to include topographical and geometrical design features and right-of-way information.

Plan and profile drawings to include all proposed roadway improvements, identification of roadway pay items, proposed bridge, culverts and retaining walls. Profiles are to include vertical curve data and longitudinal slopes.

PAVEMENT MARKING AND SIGNING

Pavement marking plans for I-90, the Northern System Interchange, the EOWA mainline, Service Road, Jarvis Avenue and Mt. Prospect Road will be required for the various contracts required to complete this work.

Signs designed under Contracts 4674 and 4675 for the CD roadway improvements may need to be included in contracts to be designed by the DSE. The DSE will review designs to ensure compatibility with the design and final configuration.

Plans are to include all appropriate pavement markings showing lane configurations, and identification of all pay items.

Plans are to include appropriate signs along I-90, the Northern System Interchange, the EOWA mainline, Service Road, Jarvis Avenue and Mt. Prospect Road with identification. Existing and proposed signs are to be shown on schedules.

The DSE shall submit a summary of ILLINOIS TOLLWAY signs needed for each contract at each submittal.

STRUCTURE PLANS

The DSE will prepare Bridge Type Studies, Type, Size and Location (TS&L) drawings, and Final structure plans for the structures identified previously. The development of the bridge types and details will be in accordance with Tollway's Accelerated Bridge Construction (ABC) policy.

SPECIAL PROVISIONS

Check sheets in IDOT Supplemental Specifications and Recurring Special Provisions will be used to identify the special provisions used in the project.

Special Provisions will be provided for items not covered in IDOT Standard Specifications and Supplemental Specifications.

OPINION OF PROBABLE COST

An opinion of Probable Cost will be prepared and included with each submittal: Preliminary, Pre-Final and Final.

EXHIBIT G

Contract No. I-17-4676

Garza Karhoff 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-12-4043	EOWA DUR	\$301,884.00	\$116,231.00	12/31/2017
PTB154-007	Phase 1 for IL173 Widening	\$212,875.00	\$12,875.00	12/31/2017
PTB158-003	Phase 2 IL Rt 22 Retaining Wall	\$73,000.00	\$26,750.00	TBD
RR-14-4223	Roadway Study TriState Tollway I294 MP17.5 to MP29.5	\$702,198.00	\$217,011.00	1/30/2018
RR-16-4255	Roadway and Bridge Rehabilitation - Veterans Memorial Tollway (I-355) MP12.3 to MP22.3	\$275,100.00	\$146,304.00	12/8/2018
RR-16-4275	Edens Spur, Tri-State Tollway Roadway and Bridge Reconstruction from Mile Post 26.25	\$225,225.00	\$225,225.00	6/1/2019

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

9	_____	
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	Additional Services **	\$ _____ -
	Total this Subconsultant (ULC)	\$ _____ -

5	_____	
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	Additional Services **	\$ _____ -
	Total this Subconsultant (ULC)	\$ _____ -

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

Contract Information Sheet

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

Consultant Name: DB Sterlin Consultants, Inc.

Contract Number: I-17-4676

Proposal Date: 8/1/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-17-4676

Consultant: DB Sterlin Consultants, Inc.

Date: 8/1/2017

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

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated Work Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	181.00	10,634.00	\$43.99	\$3,862.52		244.00
No	Project Manager	\$40.00	\$70.00	\$60.00	\$60.00	1,285.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$50.00	\$50.00	1,640.00					
No	Resident Engineer	\$40.00	\$70.00	\$38.00	\$38.00	1,640.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$50.00	\$50.00						
No	Staff Engineer/Planner	\$20.00	\$40.00	\$38.00	\$38.00						
No	Engineer /Accountant	\$20.00	\$60.00	\$53.00	\$53.00	2,217.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$31.66	\$31.66	3,671.00					
Yes	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								
							Total Direct Labor	\$467,789.66			
							Total Estimated Work Hours:	10,634.00			
							Average Hourly Rate:	\$43.99			
							Total Overtime Premium:	\$3,862.52			
							Total Estimated O/T Hours:	244.00			
							Average Premium O/T Hourly Rate:	\$15.83			

EXHIBIT "1"

Contract No.: 1-17-4676

Consultant: DB Sterlin Consultants, Inc.

Date: 8/1/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal in Charge	Regine Jeune	\$50 - \$70
Project Manager			\$40 - \$70
Senior Engineer/Planner	Senior Engineer II	William Kucera	\$40 - \$70
	Senior Engineer II	M.Basar Civelek	
	Senior Engineer I	Anthony Wiedmann	
	Senior Engineer I	Michael Hurtubise	
	Project Engineer III	Victor Cardona	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer II	Michael Miller	\$25 - \$60
	Project Engineer II	Brigida Franco Hogan	
	Project Engineer II	Craig Cleland	
	Project Engineer II	Nicholas Riha	
	Project Engineer II	David Wilcox	
Staff Engineer/Planner	Engineer III	Demetria Sese	\$20 - \$40
	Engineer III	Eurie Bayan	
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Professional Land Surveyor II	Thomas Galbreath	\$25 - \$60
	CADD Manager	Michael Kritz	
	CADD Manager	Nebojsa Scekcic	

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-17-4676

Consultant: DB Sterlin Consultants, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Michael Hurtubise

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Michael Miller

Project Structural Engineer: M. Basar Civelek

Project Drainage Engineer: _____

Senior Engineer: Victor Cardona

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

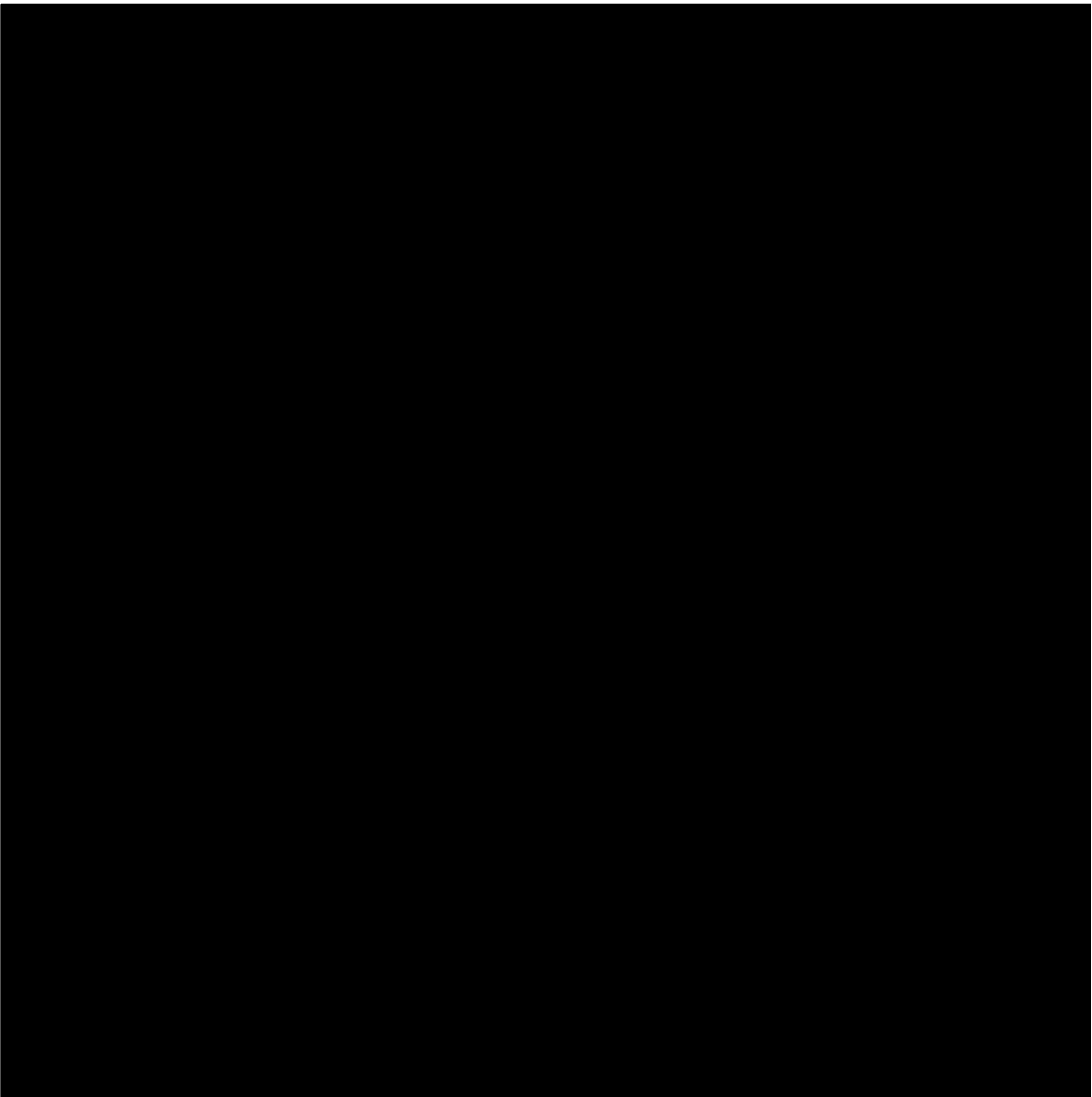
Classification: _____

Name: _____

Classification: _____

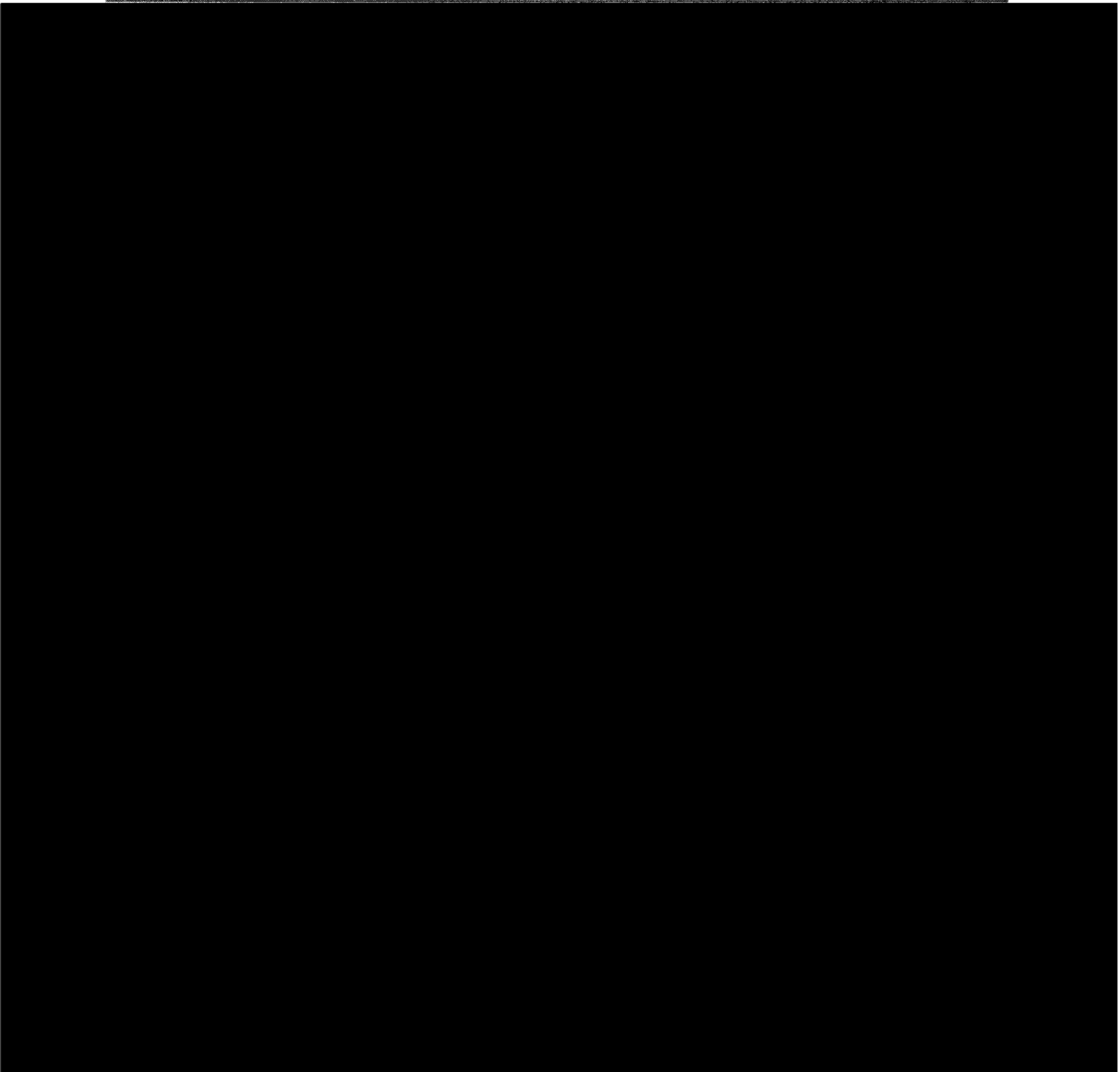


Michael Hurtubise, PE



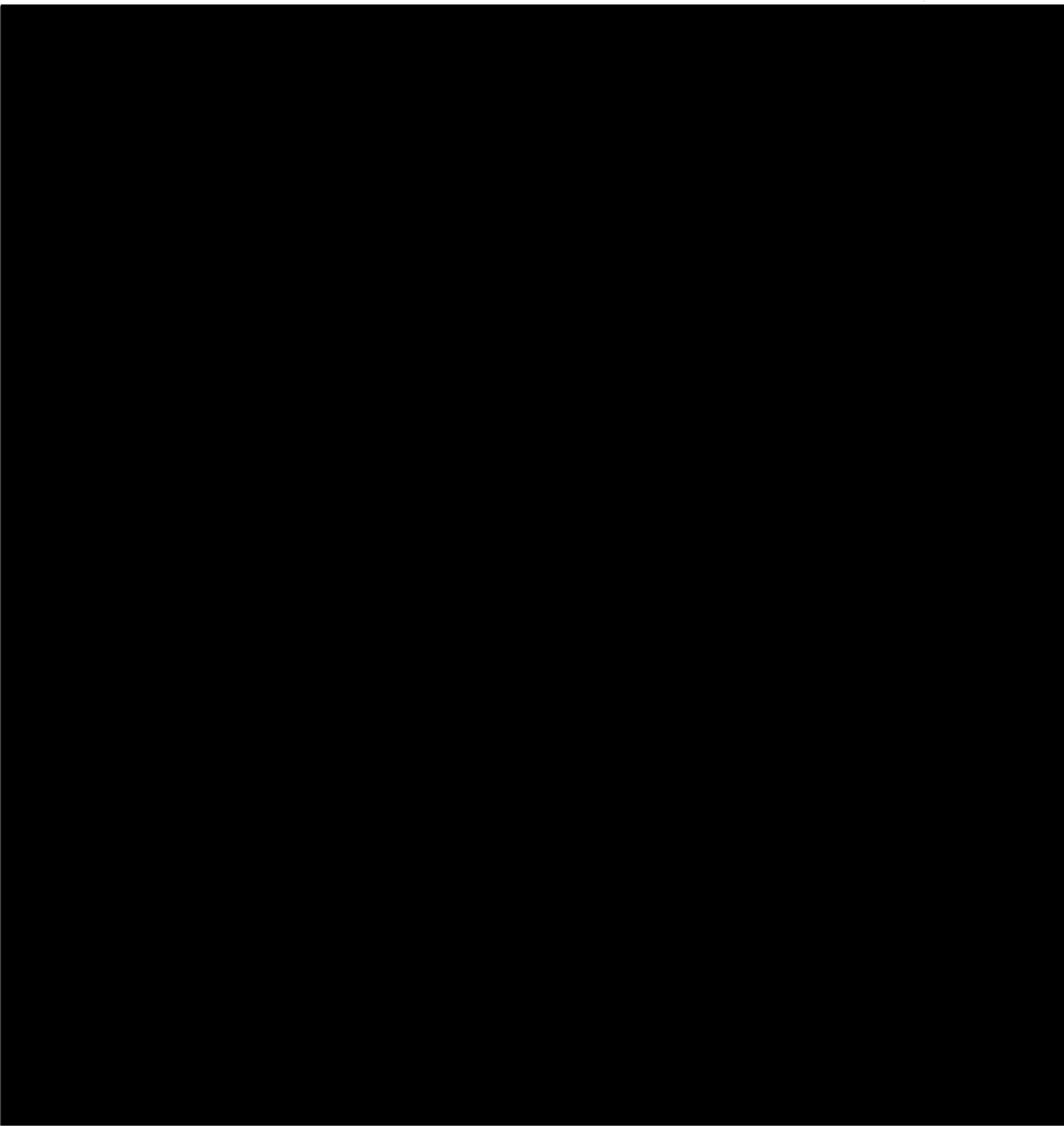


Michael Miller, PE





M. Basar Civelek, PhD, PE, SE



Victor Cardona, PE

EXHIBIT F SCOPE OF WORK

The Subconsultant will assist the DSE in the preparation of a Concept Verification and the Plans, Specifications and Estimates (PS&E) for the construction of Proposed Elgin-O'Hare Western Access (EOWA) System Interchange with I-90. This work is anticipated to be constructed in four construction packages:

CONTRACT N08C-1 - BRIDGES

This contract is anticipated to include bridge construction, traffic barriers, lighting foundations, ITS conduits and junction boxes, drainage improvements, maintenance of traffic, pavement markings, signing and other miscellaneous construction.

CONTRACT N08C-2 - ROADWAY

This contract is anticipated to include construction of new mainline and ramp pavements, traffic barriers, lighting installation, ITS conduits and handholes, drainage frames and grates, maintenance of traffic, pavement markings, signing and other miscellaneous construction. This contract is also anticipated to rehabilitate the existing Service Road, Jarvis Avenue and the MWRD Maintenance Road following completion of the other construction contracts.

CONTRACT N08C-3 – DEMOLITION AND REMEDIATION

This contract is anticipated to include demolition of the existing Des Plaines Oasis gas station facilities, parking lots and ramp pavements, remediation of the site, temporary drainage, temporary erosion control, temporary grading, maintenance of traffic, pavement markings, water main relocation (as required) and other miscellaneous construction.

CONTRACT N08C-4 – EARTHWORK AND RETAINING WALLS

This contract is anticipated to construction of proposed retaining walls, ramp and mainline pavement grading, temporary and permanent drainage, infiltration basin construction, MWRD site grading, bridge embankments, temporary erosion control, maintenance of traffic, pavement markings, other miscellaneous construction.

The Subconsultant's work is expected to include, as applicable, the following:

DATA COLLECTION AND REVIEW

The DSE will collect and review data provided by the DCM (CH2M Hill). The data shall include reports, design files, Geopak information (.gpk and existing/ proposed TIN), survey and topo information, geotechnical information, utility information and record plans.

SUPPLEMENTAL SURVEY AND SUBSURFACE UTILITY ENGINEERING (SUE)

The Tollway shall provide I-90 as-built survey information to the DSE. The DSE will complete necessary Supplemental Survey (necessary pick up survey and topo) within the contract limits.

SUE Levels A and B will be completed BY OTHERS as requested by the DSE and approved by the Tollway.

UTILITY COORDINATION

Existing utilities will be identified by their size and type. The DSE will prepare Notices of Interference (NOIs) and maintain the Illinois Tollway's Design Utility Report (DUR).

The DSE will provide coordination with the utilities located within the work limits. Design and plan preparation of private utility relocations will be prepared by the respective utilities. The DSE will review Utility Work Orders prepared by the utilities.

BARRIER WARRANT ANALYSIS

Barrier Warrant Analysis will be completed along the proposed EOWA System Interchange and the EOWA mainline.

MEETINGS/FIELD CHECKS/COORDINATION

This item includes agency coordination with ILLINOIS TOLLWAY, IDOT, Cook County, local municipalities, MWRD and CDA. It also includes design team site visits, DCM coordination meetings, adjacent DSE coordination meetings, ROW coordination meetings, utility coordination meetings, Project Book Meetings, plan review meetings and plan-in-hand reviews.

QA/QC / PROJECT ADMINISTRATION

The DSE will perform project administration/ management tasks. The scope of work under this item will include:

- Participation in QA/QC reviews submitted in conformance with the Tollway ISO 9001 program.
- QA/QC reviews will be performed as per the DSE's Quality Management Plan approved by the ILLINOIS TOLLWAY.

TITLE SHEET

Design of this project will be in English Units.

NOTES / INDEX / STANDARDS

The index of sheets will list each sheet included in the plan sheet. ILLINOIS TOLLWAY and IDOT Standards included with the plans will be listed in numerical order. Standard general notes customized to suit the project needs will be shown.

ALIGNMENT AND TIES

Horizontal alignment data, alignment ties, state plane coordinate system data, and benchmarks shall be included on the Alignment and Ties sheet.

TYPICAL SECTIONS

Existing and proposed typical sections will be provided for impacted roadways.

MAINTENANCE OF TRAFFIC

Detailed MOT plans, typical sections, and MOT notes to be developed based on the concept MOT plans. These plans will include work zone staging to maintain existing traffic movements.

Final MOT plans to include all the stages of work, typical sections, general notes, and all applicable ILLINOIS TOLLWAY and IDOT standards.

UTILITY AND DRAINAGE PLANS

The existing drainage facilities as represented in the concept plans and available I-90 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.

Drainage calculations including culvert and storm sewer sizing, inlet spacing and ditch sizing will be provided by the DSE.

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. This work will also include analysis of any floodplain encroachments and required compensatory storage along Higgins Creek and/or in the Touhy Avenue Reservoir Cell 2. The prior drainage calculation reports from the concept plans and I-90 construction will be provided by the Tollway.

The proposed right-of-way and easement requirements will be evaluated to accommodate the proposed drainage design.

Storm sewer televising is assumed to not be required and is not included in this proposal.

Existing utility plans and a utility matrix will be provided.

Watermain relocation is anticipated to be required as part of Des Plaines Oasis demolition (Contract N08C-3). The relocation design and associated permitting will be by the DSE.

The DSE will review as-builts for NSMJAWA watermain closely to ensure that the proposed improvements will not cause a conflict. The utility is a very sensitive one and must not be impacted during construction. The 90" diameter NSMJAWA line within the project limits is not anticipated to be impacted by the proposed work and the relocation of this line is not included in this scope.

The Concept Verification will not include hydraulic modeling and report for the proposed I-90 Bridges over Higgins Creek. This work will be completed BY OTHERS.

EARTHWORK PLAN AND MASS GRADING PLANS AND PROFILES

Earthwork plan drawings will include locations of soil borings, TACO suitable/unsuitable limits as well as non-special waste disposal limits. The earthwork plan will also include proposed haul road geometry. Mass grading plan drawings will include proposed grading contours for the future western access embankment. Proposed grading will not be provided for stockpile locations. Profiles shall include vertical curve data and longitudinal slopes.

LANDSCAPING PLANS

The DSE shall develop a proposed landscaping plan for disturbed areas within contract limits in accordance with the corridor manual. Areas shall be restored with USDA/FAA approved seed mixes.

SEDIMENT AND EROSION CONTROL PLANS

Temporary erosion control methods and procedures to be shown on the plans for each stage of construction in accordance with the applicable IDOT and ILLINOIS TOLLWAY Standards.

Permanent erosion control measures to be shown on the plans to prevent erosion and sedimentation, these plans to include, outlet and channel protection measures, etc. ILLINOIS TOLLWAY and local erosion control criteria shall be utilized.

PAVEMENT MARKING AND SIGNING

Pavement marking plans for I-90, the Northern System Interchange, the EOWA mainline, Service Road, Jarvis Avenue and Mt. Prospect Road will be required for the various contracts required to complete this work.

Signs designed under Contracts 4674 and 4675 for the CD roadway improvements may need to be included in contracts to be designed by the DSE. The DSE will review designs to ensure compatibility with the design and final configuration

Plans are to include all appropriate pavement markings showing lane configurations, and identification of all pay items.

Plans are to include appropriate signs along I-90, the Northern System Interchange, the EOWA mainline, Service Road, Jarvis Avenue and Mt. Prospect Road with identification. Existing and proposed signs are to be shown on schedules.

The DSE shall submit a summary of ILLINOIS TOLLWAY signs needed for each contract at each submittal.

EXHIBIT G

Contract No. I-17-4676

DB Sterlin Consultants, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-16-4275	Edens Spur Rehabilitation	\$310,000.00	\$310,000	10/1/2017
RR-13-5660	I-88 Roadway Resurfacing	\$350,000.00	\$24,000.00	8/1/2017
I-14-4186	I-90 Roadway, Retaining Wall and Bridge	\$685,000.00	\$59,000.00	9/1/2017
I-14-4189	I-90 Roadway and Bridge Reconstruction	\$273,000.00	\$15,000.00	6/1/2017
I-13-4613	EOWA CMUR	\$500,000.00	\$35,000.00	6/1/2017
RR-16-4253	I-88 Design Engineering	\$240,000.00	\$100,000.00	8/1/2017

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

<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)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: GEO SERVICES, INC.

Contract Number: I-17-4676

Proposal Date: 8/1/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-17-4676

Consultant: GEO SERVICES, INC.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} \underline{2,470.00} \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \$ \begin{array}{r} \underline{44.27} \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{109,346.90}$$

Multiplier to be used on this project:

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

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 306,171.32

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 615,910.42

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)

\$ 922,081.74

Contract No.: I-17-4676 Consultant: GEO SERVICES, INC.

Date: 8/1/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 14 No. OF MONTHS
 SCHEDULED START DATE: 11/1/2017
 RAISE DATE: 7/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

11/1/2017 - 6/30/2018	7/1/2018 - 12/31/2018				
Date	Date	Date	Date	Date	Date
8.0	6.0				
14.0	14.0				14.0
57.14%	42.86%				
Factor First Period	Escalation Factor Second Period				Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date
14.0	14.0				14.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	

The escalation factor for this project is: 100.00%

Contract No.: I-17-4676

Consultant: GEO SERVICES, INC.

Date: 8/1/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Direct Labor	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:
										2,470.00	\$44.27	\$350.00
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	180.00	\$109,346.90					
No	Project Manager	\$40.00	\$70.00	\$65.50	\$65.50	260.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$47.50	\$47.50	500.00						
No	Resident Engineer	\$40.00	\$70.00	\$70.00	\$70.00							
No	Project Engineer/Planner	\$25.00	\$60.00	\$38.75	\$38.75	700.00						
No	Staff Engineer/Planner	\$20.00	\$40.00	\$30.25	\$30.25	5.00						
Yes	Engineer /Accountant	\$20.00	\$60.00	\$35.00	\$35.00	795.00		17.50	20.00			
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	\$28.50	\$28.50	30.00						

Contract No.: I-17-4676

Consultant: GEO SERVICES, INC.

Date: 8/1/2017

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Julian Rueda	\$50 - \$70
			\$50 - \$70
Project Manager	Project Manager	Andrew J. Ptak	\$40 - \$70
Senior Engineer/Planner	Senior Geotechnical Engineer	Stephen A. Bucher	\$40 - \$70
	Engineering Geologist	Richard W. Catalano	
	Senior Project Engineer	Arun Tailor	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Alex U. Barlan	\$25 - \$60
Staff Engineer/Planner	Staff Engineer	Richard R. Realeza	\$20 - \$40
Engineer /Accountant	Field Engineer	Vahan Hovakimian	\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrative Assistant	Bhavika A. Tailor	\$8.25 - \$40

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Contract No.: I-17-4676

Sub Consultant: GEO SERVICES, INC.

Date: 01-Aug-17

Description (1)	Unit (2)	Unit Cost (4)	REIMBURSABLE DIRECT COSTS
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ALLOWABLE DIRECT COSTS

Geotechnical and Environmental Laboratory Testing			
Description (1)	Unit (2)	Unit Cost (4)	REIMBURSABLE DIRECT COSTS
Routine Testing includes % Moisture, Classification & Pocket Penetrometer Test	EA	\$ 15.00	
Torvane Test	EA	\$ 6.00	
Extrude Shelby Tube	EA	\$ 12.00	
Atterberg Limits (Single Point) (T89 & 90/D4318)	EA	\$ 60.00	
Atterberg Limits (Multiple Point) (T89 & 90/D4318)	EA	\$ 120.00	
Particle Size Analysis, no hydrometer (T311/D6913)	EA	\$ 90.00	
Particle Size Analysis, with hydrometer (T88/D422)	EA	\$ 110.00	
No. 200 Wash Sieve Analysis (only) (T11/D1140)	EA	\$ 40.00	
Unconfined Compressive Strength Qu (T208/D2166)	EA	\$ 50.00	
Dry Density (Unit Weight) (D7263)	EA	\$ 5.00	
Specific Gravity (Soil) (T100/D854)	EA	\$ 60.00	
pH of Soil (D4972)	EA	\$ 20.00	
Organic Content - loss on ignition (T267/D2987)	EA	\$ 60.00	
Organic Content - wet combustion (T194)	EA	\$ 115.00	
Consolidation - 16 tsf (T216/D2435)	EA	\$ 510.00	
Consolidation - 32 tsf (T216/D2435)	EA	\$ 620.00	
Triaxial Unconsolidated Undrained (UU) (3-points) (T296/D2850)	EA	\$ 400.00	
Triaxial Consolidated Undrained (CU) (3 points) (T297/D4767)	EA	\$ 900.00	
Triaxial (remolding of sample) per point	EA	\$ 50.00	
Hydraulic Conductivity (permeability) (D5084)	EA	\$ 300.00	
Hydraulic Conductivity (remold sample) per point	EA	\$ 50.00	
Moisture Density Relationship (Proctor) (T99 & 180/D698 & 1557)	EA	\$ 190.00	
Moisture Density (Proctor) with Oversize Correction (T224/D4718)	EA	\$ 240.00	
Moisture Density Relationship (Proctor) with % Lime (D558)	EA	\$ 200.00	
IDOT Lime Stabilized Soil Test	EA	\$ 350.00	
Illinois Bearing Ratio (IBR)	EA	\$ 450.00	
Illinois Immediate Bearing Value (IBV)	EA	\$ 450.00	
California Bearing Ratio CBR (T193/D1883)	EA	\$ 450.00	
Slag Expansion Test (D4792)	EA	\$ 750.00	
Soil Resistivity (Lab) (T288/G187)	EA	\$ 200.00	
Rock Unconfined Compressive Strength (D7012)	EA	\$ 50.00	
Rock Tensile Strength (D3967)	EA	\$ 75.00	
Topsoil Analysis (IL Dept. Ag.) pH, Wet Combustion & No. 200 Wash Sieve	EA	\$ 175.00	
Washed 150 lb PGE Gradation (IDOT)	EA	\$ 500.00	
Washed Coarse Aggregate Gradation (over 1" dia.) (T11 & 27/C117 & 136)	EA	\$ 200.00	
Washed Coarse Aggregate Gradation (under 1" dia.) (T11 & 27/C117 & 136)	EA	\$ 95.00	
Washed Fine Aggregate Gradation (T11 & 27/C117 & 136)	EA	\$ 60.00	
Organic Impurities in Fine Aggregate (T21/C40)	EA	\$ 40.00	
Unit Weight of Course Aggregate (T19/C29)	EA	\$ 60.00	
Specific Gravity Course Aggregate (T85/C127)	EA	\$ 90.00	
Specific Gravity Fine Aggregate (T84/C128)	EA	\$ 120.00	
LABORATORY DIRECT COSTS TOTAL			\$ 70,985.00

Contract No.: 1-17-4676

Consultant: GEO SERVICES, INC.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Julian Rueda

Project Manager: Andrew J. Ptak

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

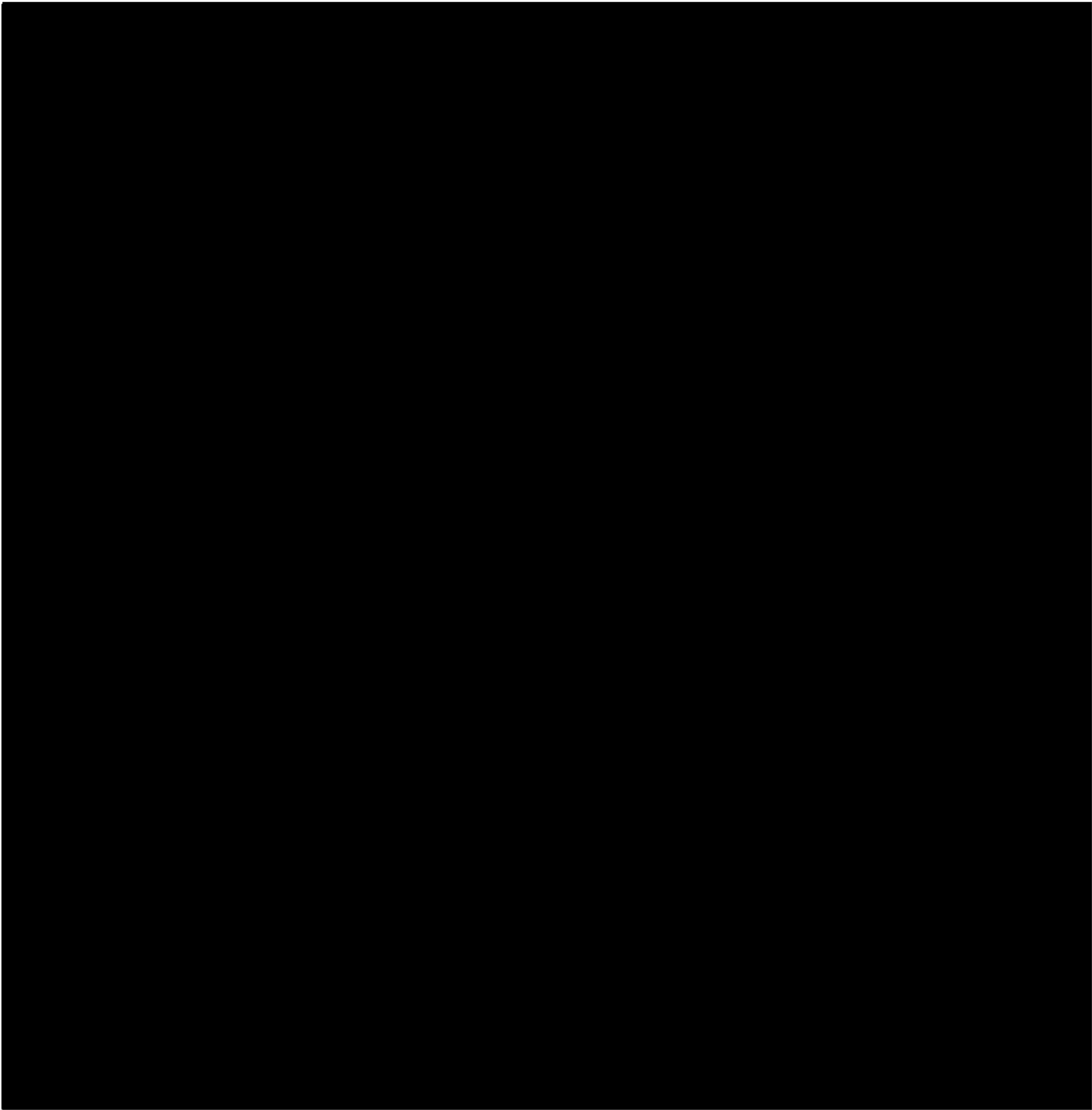
Name: Stephen A. Bucher

Classification: Senior Geotechnical Engineer



Geo Services, Inc.
Geotechnical, Environmental and Civil Engineering
An MSE - DBE Firm

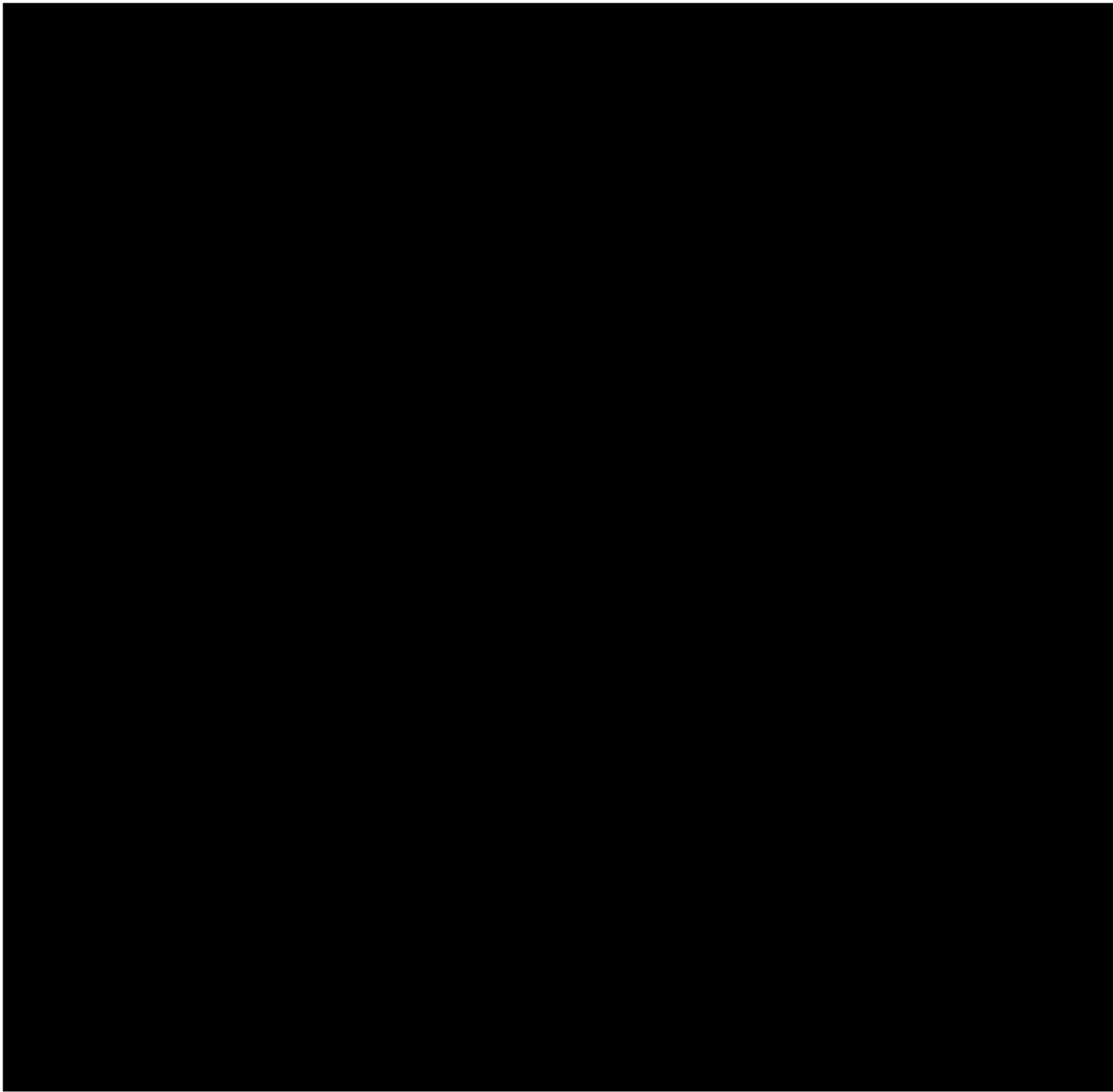
JULIAN RUEDA, P.E.
PRINCIPAL ENGINEER

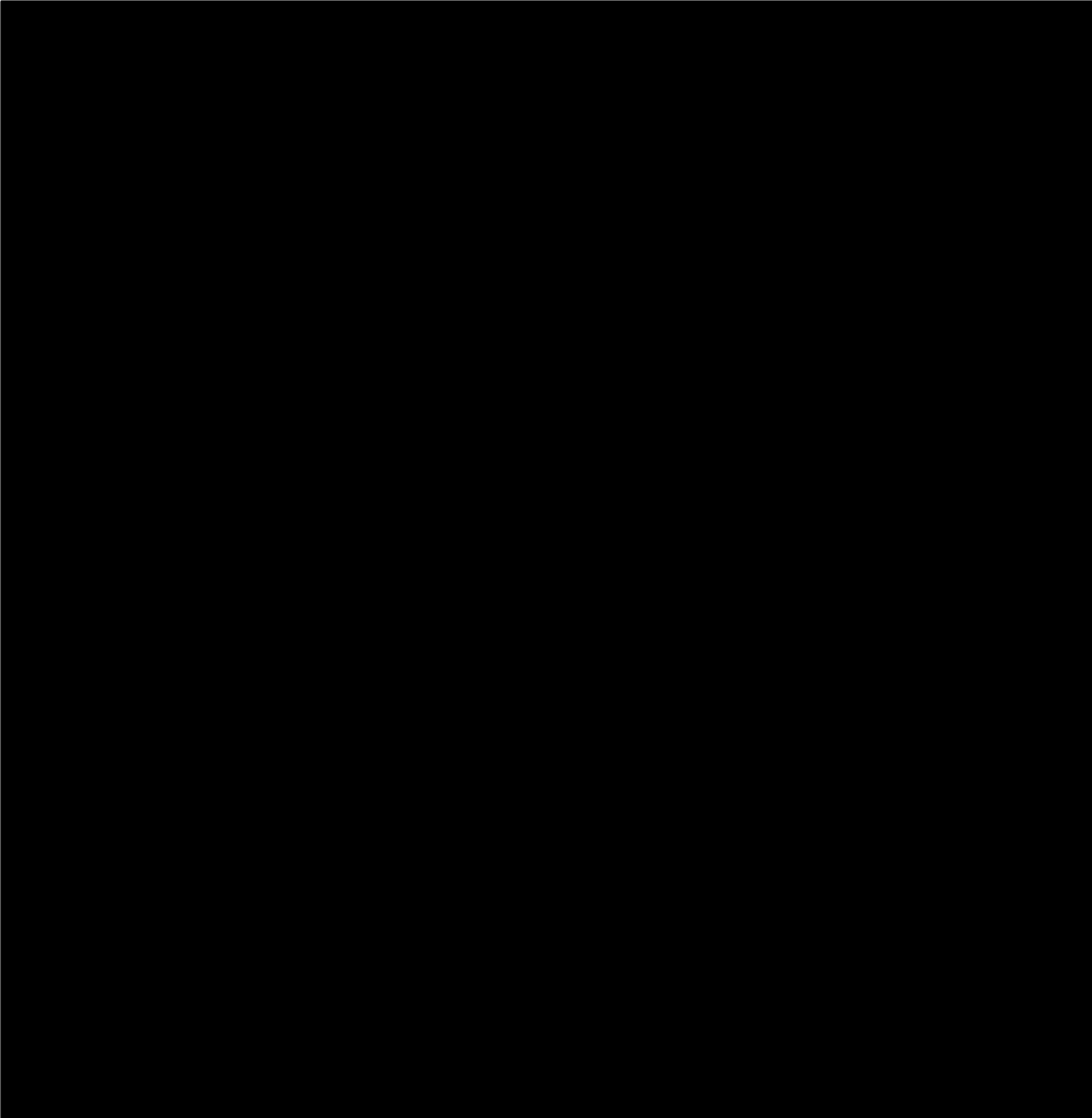


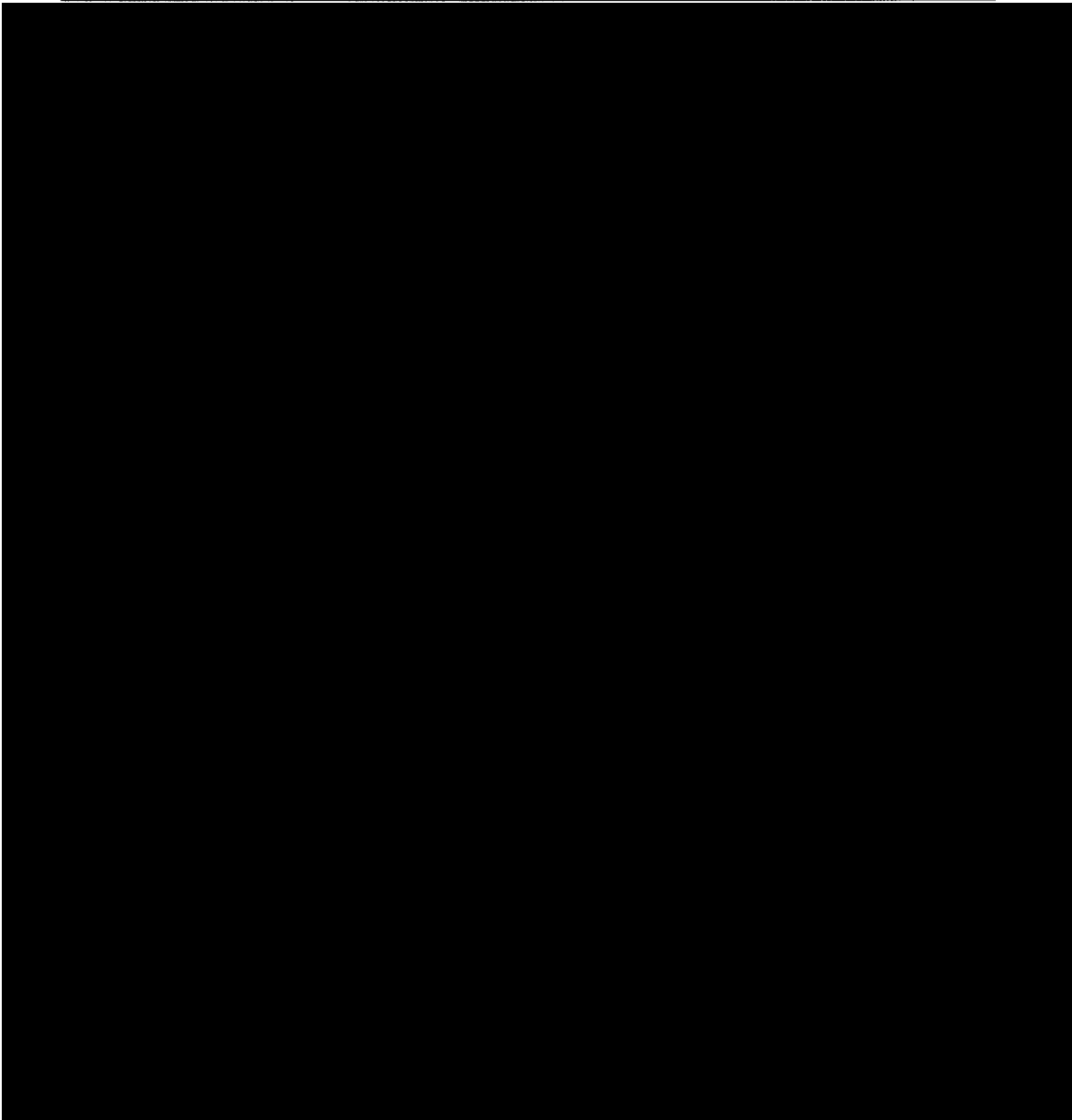


Geo Services, Inc.
Geotechnical, Environmental and Civil Engineering
An INRE - DBE Firm

ANDREW J. PTAK, P.E.
PROJECT MANAGER







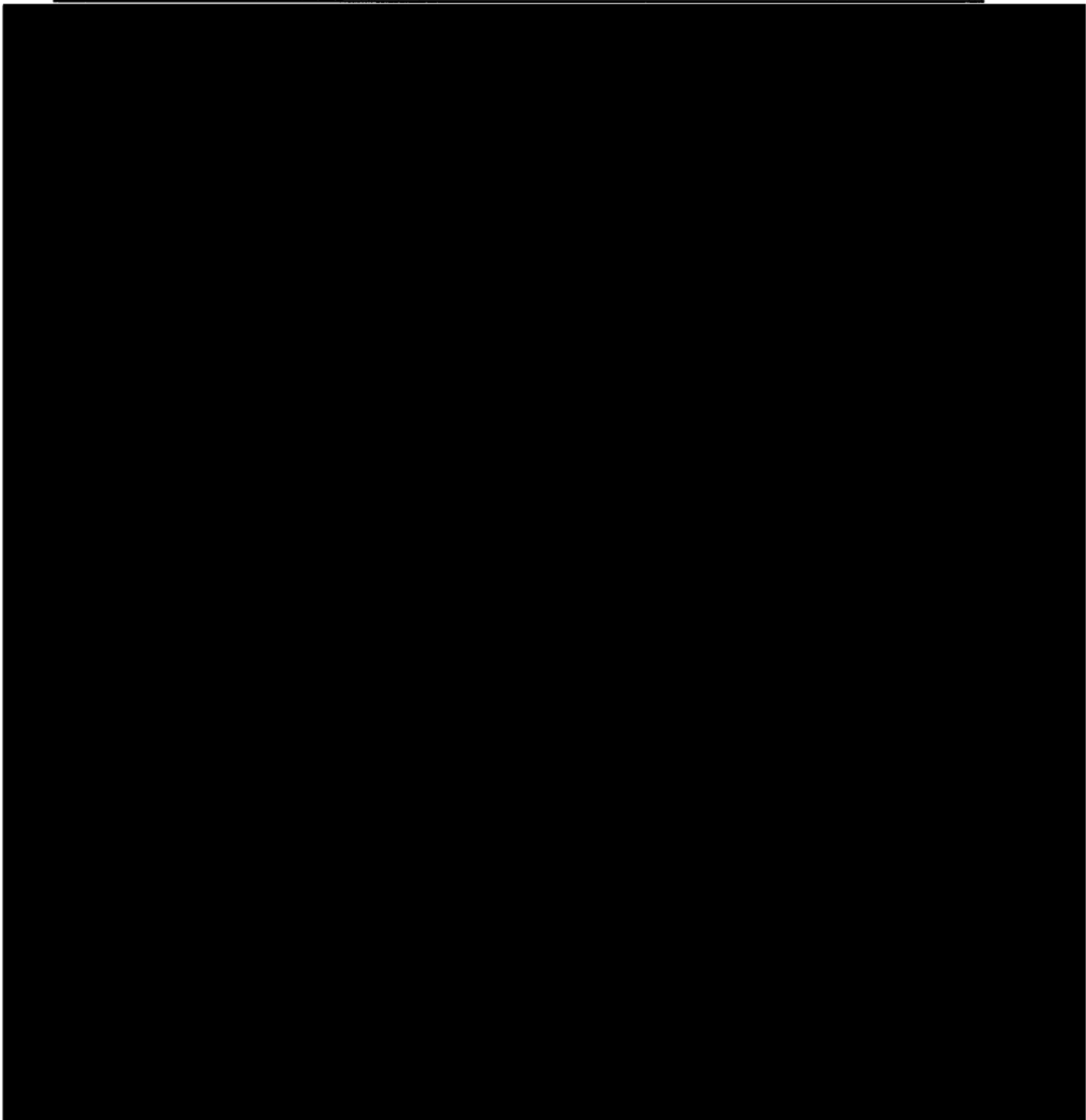


EXHIBIT F
CONTRACT I-17-4676
GEO SERVICES, INC.
SCOPE OF SERVICES
Geotechnical Investigation Services

Scope of Work-Geotechnical Base Scope

- 1) Call JULIE and ISTHA (and CDA where applicable) to clear onsite utilities.
- 2) Layout boring locations.
- 3) Provide drill-rig, 2-man crew and field engineer for geotechnical exploration work. ATV drill-rig will be used where required.
- 4) Perform 196 soil borings (total lineal footage=6,940 feet of overburden drilling, 760 lineal feet of NX-size bedrock coring) and 12 pavement cores as summarized below. The proposed boring locations are also shown on the attached boring location diagrams.
 - a. 39 bridge borings to top of bedrock (estimated at 80-ft depth to top of bedrock) with 20-ft bedrock cores
 - b. 54 retaining wall borings (spacing on approximate 75-ft spacing) to 40-ft depth
 - c. 5 culvert borings (spacing on approximate 75-ft spacing) to 40-ft depth
 - d. 11 overhead sign borings to depth of 30-ft
 - e. 42 subgrade borings (spacing on approximate 300-ft spacing) to 10-ft depth
 - f. 1 embankment boring to 25-ft depth
 - g. 15 detention pond borings to depth of 30-ft depth
 - h. 7 deep drainage borings (for drainage ditches) to depth of 20-ft
 - i. 8 topsoil probes to depth of 5-feet
 - j. 11 pavement cores

A list of some of the more important ROE/permits that we anticipate will be needed for this project include:

1. IDOT
2. MWRD
3. CDA

Hand auger borings will be performed in locations inaccessible by a drill rig. Hand auger borings will be extended to a depth of 15 feet or auger refusal. Soil samples will be obtained at 2.5-ft intervals to a depth of 30 feet (5.0-intervals thereafter) and sampled with a 2.0-in diameter split spoon. Select samples will be obtained with 3-inch diameter Shelby tubes. Deeper boreholes on pavement (borings on pavement that are deeper than 20-feet) will be grouted and shallower borings, and deeper borings off of pavement and pavement cores will be backfilled with soil cuttings and patched upon completion.

Final boring locations will be determined after a review of access and overhead and underground utilities have been identified.

Lab work on the soil samples will include:

1. Visual classification
2. Water content testing
3. Rimac strength testing (on intact cohesive samples).
4. Grain-size/hydrometer and Atterberg testing (on select samples).
5. Consolidation testing (on select samples).
6. Unconfined compressive strength (on select samples).
7. Consolidation-undrained tri-axial testing (on select samples).
8. Organic content testing (on select samples).

Along with these borings, standard laboratory tests will be performed engineering reports will be prepared under the direct supervision of a Registered Professional Engineer. Below is a summary of the reports that will be prepared as part of the geotechnical program:

1. 1 SGR for I-490 over I-90 and I-490 over MWRD pond
2. 1 Roadway RGR for roadway, retaining walls, culverts, embankment, pavement cores, overhead signs and drainage

Below is the detailed information that will be included in the geotechnical reports.

1. Soil conditions
2. Ground water elevations
3. Site preparation recommendations
4. Pavement construction recommendations
5. Foundation recommendations
6. Lateral earth recommendations
7. Slope Stability analysis
8. Copies of boring logs, core logs, test results and location diagram
9. Recommendations relative to any unusual design or construction techniques which may be required due to subsurface conditions

No environmental or CCDD services are included with our scope of work.

Assumptions:

1. No contingency work included in this cost estimate.
2. UPRR and CPRR ROE permit, liability insurance and RR flaggers will be required. Estimated costs have been included.
3. No snow removal included in this proposal.
4. Client will provide GSI with names and addresses to mail out ROE permits required for any borings on private property.
5. Final boring locations will be determined after a review of access and overhead and underground utilities have been identified.

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: 10%;"></td> <td style="width: 60%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</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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** 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):	0.00%
	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		
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	Additional Services **		
	Total this Subconsultant (ULC)	\$	-

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

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	Total this Subconsultant (ULC)	\$	-

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	Direct Labor	\$	-
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	Services by Others	\$	-
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	Direct Labor	\$	-
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	Services by Others	\$	-
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	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: Orion Engineers, LLC

Contract Number: I-17-4676

Proposal Date: 8/1/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-17-4676

Consultant: Orion Engineers, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} \underline{3,887.00} \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ \quad 36.91 \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{143,469.17}$$

Multiplier to be used on this project:

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

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 401,713.68

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$226.32

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)

\$ 401,940.00

Contract No.: I-17-4676 Consultant: Orion Engineers, LLC

Date: 8/1/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 30 No. OF MONTHS
 SCHEDULED START DATE: 11/1/2017
 RAISE DATE: 1/1/2018
 PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date
11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 4/30/2020	
2.0	12.0	12.0	4.0	
30.0	30.0	30.0	30.0	30.0
6.67% Escalation Factor First Period	40.00% Escalation Factor Second Period	40.00% Escalation Factor Third Period	13.33% Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date
30.0	30.0	30.0	30.0	30.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: I-17-4676

Consultant: Orion Engineers, LLC

Date: 8/1/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										
DIRECT COST										
OVERTIME PREMIUM										
<p>Total Estimated O/T Hours: 3,887.00</p> <p>Average Premium O/T Hourly Rate: \$36.91</p> <p>Total Overtime Premium: \$143,469.17</p>										
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)		
No	Principal	\$50.00	\$70.00	\$50.00	\$50.00	254.00				
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	\$36.00	\$36.00	3,633.00				
No	Staff Engineer/Planner	\$20.00	\$40.00							
No	Engineer /Accountant	\$20.00	\$60.00							
No	Senior Technical Specialist	\$25.00	\$60.00							
No	Technical Specialist	\$15.00	\$50.00							
No	Architect	\$30.00	\$70.00							
No	Realty Specialists	\$20.00	\$70.00							
No	Intern	\$8.25	\$20.00							

Contract No.: I-17-4676

Consultant: Orion Engineers, LLC

Date: 8/1/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES						DIRECT COST - OVERTIME PREMIUM		
	Total Estimated Work Hours:		3,887.00		Total Estimated O/T Hours:			
	Average Hourly Rate:		\$36.91		Average Premium O/T Hourly Rate:			
	Total Direct Labor		\$143,469.17		Total Overtime Premium:			
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Admin/Clerical	\$8.25	\$40.00					

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-17-4676

Consultant: Orion Engineers, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Charles Frangos

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

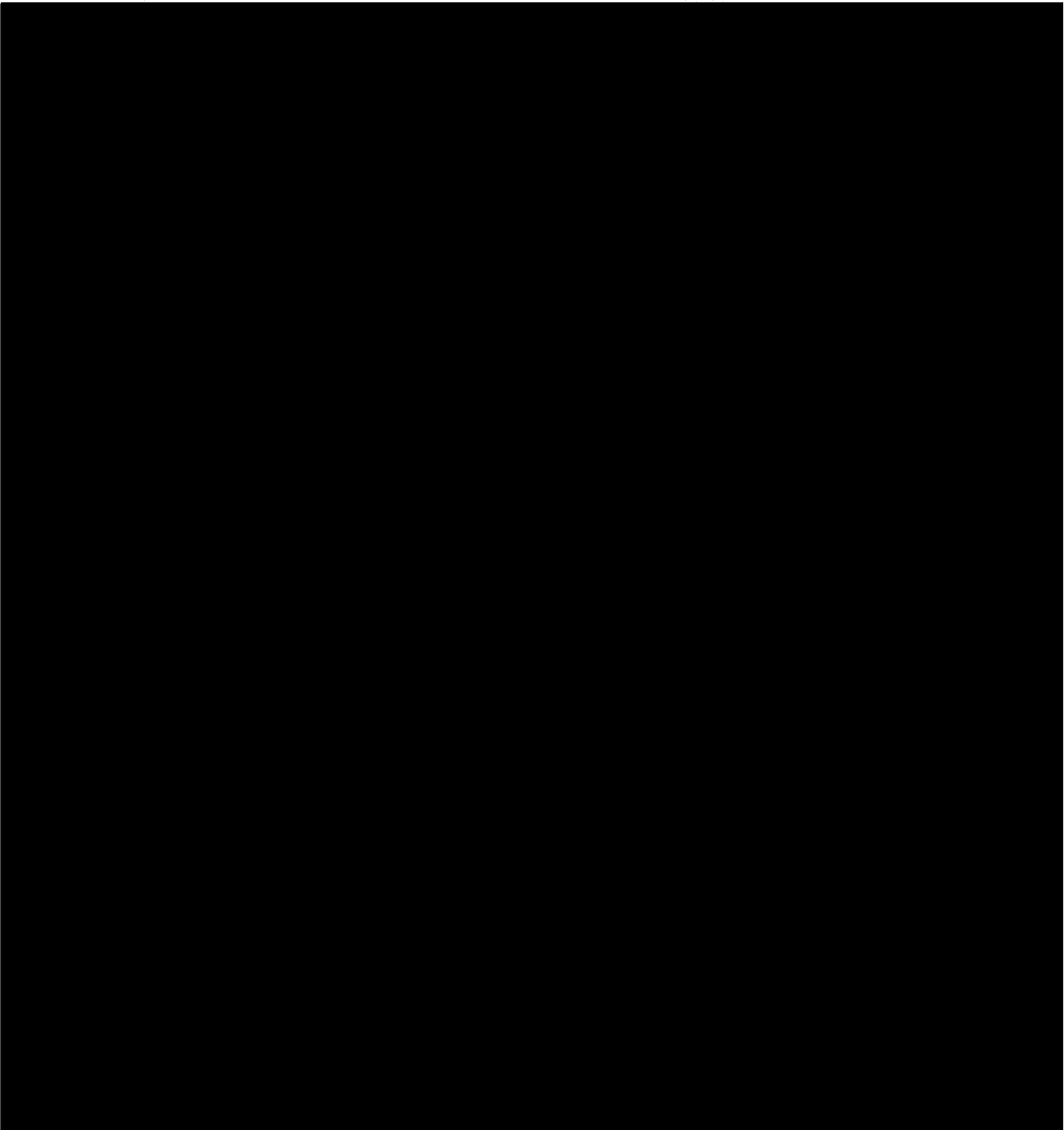
 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____



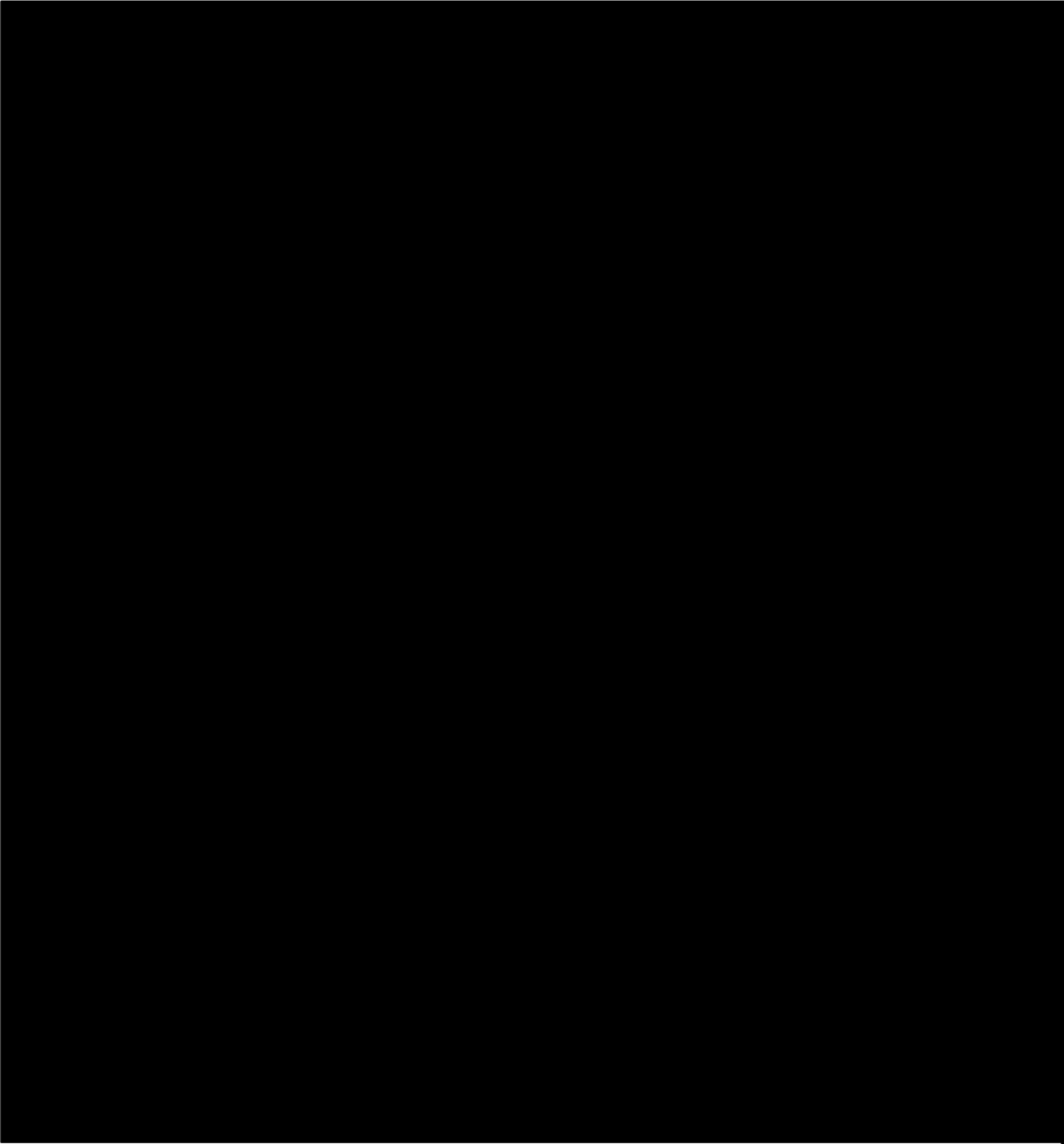


EXHIBIT F SCOPE OF WORK

The Subconsultant will assist the DSE in the preparation of Plans, Specifications and Estimates (PS&E) for the construction of Proposed Elgin-O'Hare Western Access (EOWA) System Interchange with I-90. This work is anticipated to be constructed in four construction packages:

CONTRACT N08C-1 - BRIDGES

This contract is anticipated to include bridge construction, traffic barriers, lighting foundations, ITS conduits and junction boxes, drainage improvements, maintenance of traffic, pavement markings, signing and other miscellaneous construction. The following bridge structures are anticipated to be included in the contract:

- Ramps X3X4 NB and SB over I-90 (Bridges B-109 and B-109a)
- Ramps X1/X2/X3X4 NB and SB over MWRD and Higgins Creek (Bridges B-116, B-117, B-118 and B-119)

CONTRACT N08C-2 - ROADWAY

This contract is anticipated to include construction of new mainline and ramp pavements, traffic barriers, lighting installation, ITS conduits and handholes, drainage frames and grates, maintenance of traffic, pavement markings, signing and other miscellaneous construction. This contract is also anticipated to rehabilitate the existing Service Road, Jarvis Avenue and the MWRD Maintenance Road following completion of the other construction contracts.

CONTRACT N08C-3 – DEMOLITION AND REMEDIATION

This contract is anticipated to include demolition of the existing Des Plaines Oasis gas station facilities, parking lots and ramp pavements, remediation of the site, temporary drainage, temporary erosion control, temporary grading, maintenance of traffic, pavement markings, water main relocation (as required) and other miscellaneous construction.

CONTRACT N08C-4 – EARTHWORK AND RETAINING WALLS

This contract is anticipated to construction of proposed retaining walls, ramp and mainline pavement grading, temporary and permanent drainage, infiltration basin construction, MWRD site grading, bridge embankments, temporary erosion control, maintenance of traffic, pavement markings, other miscellaneous construction. The following retaining walls are anticipated to be included in this contract:

- Wall R-505 (Ramp X1 - 128' Long w/ max. 16' exposed height)
- Wall R-527 (Ramp X2 - 1186' Long w/ max. 30' exposed height)
- Wall R-529 (Ramps X3X4 - 2174' Long w/ max. 28' exposed height)

The Subconsultant will assist the DSE with the preparation of Contracts N08C-2 and N08C-4. The Subconsultant's work may include, as applicable, the following:

SUMMARY OF QUANTITIES

Summary of Quantities sheets shall include a list of pay items with their respective quantities.

SCHEDULE OF QUANTITIES

Roadway pay item quantity calculations are to be shown on schedule of quantity sheets.

ALIGNMENT AND TIES

Horizontal alignment data, alignment ties, state plane coordinate system data, and benchmarks shall be included on the Alignment and Ties sheet.

TYPICAL SECTIONS

Existing and proposed typical sections will be provided for impacted roadways.

REMOVAL PLANS

Removal plans shall show all required removals (Pavement, drainage, trees, etc.).

EARTHWORK PLAN AND MASS GRADING PLANS AND PROFILES

Earthwork plan drawings will include locations of soil borings, TACO suitable/unsuitable limits as well as non-special waste disposal limits. The earthwork plan will also include proposed haul road geometry. Mass grading plan drawings will include proposed grading contours for the future western access embankment. Proposed grading will not be provided for stockpile locations. Profiles shall include vertical curve data and longitudinal slopes.

PAVEMENT MARKING AND SIGNING

Pavement marking plans for I-90, the Northern System Interchange, the EOWA mainline, Service Road, Jarvis Avenue and Mt. Prospect Road will be required for the various contracts required to complete this work.

Plans are to include all appropriate pavement markings showing lane configurations, and identification of all pay items.

Plans are to include appropriate signs along I-90, the Northern System Interchange, the EOWA mainline, Service Road, Jarvis Avenue and Mt. Prospect Road with identification. Existing and proposed signs are to be shown on schedules.

The DSE shall submit a summary of ILLINOIS TOLLWAY signs needed for each contract at each submittal.

DETAILS

ILLINOIS TOLLWAY and IDOT Roadway Details, Drainage Standards, and Maintenance of Traffic Standards used in the project will be modified as necessary.

Miscellaneous roadway details, as may be required but are not covered elsewhere, are to be provided on separate sheets.

Pavement Joint / Elevations will be provided.

EXHIBIT G

Contract No. I-17-4676

Orion Engineers, 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-15-4659	EOWA DUR/CUR	\$65,000.00	\$65,000.00	12/1/2017
RR-16-4250	Systemwide CUR	\$300,000.00	\$218,490.63	12/1/2018
RR-16-4251	Systemwide CUR	\$150,000.00	\$100,942.65	12/1/2018
RR-16-4255	I-355 Rehabilitation Design	\$46,300.00	\$44,443.38	11/1/2019
RR-15-9976R	Traffic Engineer	\$136,000.00	\$124,647.92	12/31/2019
RR-15-9975R	Consulting Engineer	\$857,856.60	\$857,856.60	12/31/2021
RR-16-4276	Systemwide DUR	\$100,000.00	\$100,000.00	12/31/2018
RR-16-4278	Systemwide CUR	\$75,000.00	\$75,000.00	12/31/2020
RR-16-4280	Systemwide CUR	\$60,000.00	\$60,000.00	12/31/2018
I-17-4304	Tri-State Tollway DUR	\$150,213.20	\$150,213.20	9/30/2022

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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