

RESOLUTION NO. 21340

**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 4.3 (Devon Avenue) to Milepost 5.1 (Pratt Boulevard), on Contract No. I-17-4677. RS&H, Inc./Tolz, King, DuVall, Anderson and Associates, Inc. (dba TKDA) have submitted a proposal to provide the services for an upper limit of compensation not to exceed \$8,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an agreement with RS&H, Inc./Tolz, King, DuVall, Anderson and Associates, Inc. (dba TKDA), to obtain Design Services, for Contract No. I-17-4677 with an upper limit of compensation not to exceed \$8,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman



September 21, 2017

Mr. David T. Sweeney, President  
RS&H Inc. /  
Toltz, King, Duvall, Anderson and  
Associates, Inc.  
525 Duhnam Rd. Suite 20  
St. Charles, IL 60175

**Re: Contract I-17-4677  
Elgin O'Hare Western Access  
Devon Avenue to Pratt Boulevard  
Design Section Engineering Services**

### **NOTICE TO PROCEED**

Dear Mr. Sweeney:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated August 7, 2017, for Design Section Engineering Services for Contract I-17-4677. You are hereby authorized to commence with the work as of September 21, 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](mailto:accountspayable@getipass.com). Please send either hard copy or electronic copy, but not both. We request the certified payroll in advance so that upon receipt of your first invoice, any associated issues regarding payroll have an opportunity to be resolved.

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

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

Revised: 3/1/2017

**ILLINOIS TOLLWAY**  
2700 Ogden Avenue | Downers Grove, IL 60515 | p. 630.241.6800 | TTY 630.241.6988  
[www.illinoistollway.com](http://www.illinoistollway.com)

Contract I-17-4677  
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 Mujeeb Basha at 630-241-6800 extension 3841 for further information.

Sincerely,



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

cc: Greg Stukel  
Manar Nashif  
John Donato  
Contract Services  
Program Controls  
Lane Closures

Dorothy Jablonski  
Sue Biggs  
Victoria Santiago

File: 02.4677.01.04 LT\_Tollway\_PDK\_4677RSH\_Toltz-NTP\_09212017



**Contract: I-17-4677**

**PSB: 17-2, Item 4**

**Consultant: RS&H, Inc./Toltz, King, Duvall  
Anderson and Associates, Inc.**

**PM: Manar Nashif**

**Reviewer: Sue Biggs**

**Review Date: 8/31/2017**

---

Resolution:	Ok
Agreement	Ok
Proposal	Ok
Certifications/Disclosures	Ok
Delinquent Debt	Ok
DBE Compliance:	Ok
W-9 Form	Ok
Certificate of Good Standing:	Ok
Certificate of Insurance:	Ok

---

## **Exhibits A-H**

### **Review Complete**

**All Exhibits for Prime and subconsultants meet Tollway requirements.**

**RSHTKS\_TM  
RS&H, Inc.  
Aqua Vitae Engineering, LLC  
Cooper Zietz Engineers, Inc. (dba Akana)  
Delta Engineering Group, LLC  
Environmental Design International, Inc.  
GSG Consultants, Inc.  
Rubinos & Mesia Engineers, Inc.**

#### 1.4.4 Item 4. I-17-4677, Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard

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 mainline lanes for the Elgin O'Hare Western Access between I-294 and I-90. This project is approximately located along the Western Access between Devon Avenue and Pratt Boulevard. 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 roadway and bridge design and shall include but not be limited to the following:

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

The following structures are included in this project:

- Western Access over UPRR: two mainline bridges.
- Western Access over UPRR Spur: one mainline bridge.

Construction estimate: Category E.

Firms must be prequalified by IDOT in the following categories:

**Highways (Freeway)  
Structures (Highway Bridges: Typical)**

Key personnel listed on Exhibit A for this project must include:

- The person who will assume the duties of the Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- The person who will perform the duties of the Project Engineer, that individual in charge who is directly involved in the development of the contract documents (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for roadway design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for structural design related issues (must be an Illinois Licensed Structural Engineer).
- The person(s) who will perform the QC/QA review work of all milestone submittals, who must be an Illinois Licensed Professional Engineer for roadway elements and an Illinois Licensed Structural Engineer for structural elements.

**Schedule:** Design for this project is scheduled to start in 2017. Construction of this project is 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 # 4 I-17-4677 Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard. Phase II Engineering.

Prime Consultant Information		Prime Contact Information (ONLY "1")		Diversity Information		Person under Key Personnel		ISTHA		IDOT		OTHER				
Prime Consultant Firm Name (RS&H, Inc.)	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
RSHTKS_TM (RS&H, Inc.)		Preston Keele	630-364-5229	preston.keele@rsandh.com	No	Yes	34.00%	2.00%	Preston Keele	Matthew Finowicki	\$ 449,870	\$ 44,420	\$ 1,913,243	\$ 238,889	\$ 3,716,633	\$ 679,259
<p><b>Sub-Contractor Diversity Information:</b> The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, if necessary, during negotiations. NOTE: Review Instructions Tab</p>																
Sub-Consultant Information		Sub Contact Information (ONLY "1")		Sub Role and % of Work												
For Each Sub-Consultant Enter Prime Consultant Firm Name	Sub-Consultant Firm Name	FEIN Number	Provide "1" Project Manager for Sub-Consultant	Role (brief) of Sub-Consultant	Contact Phone Number (1)	Contact Email (1)	Percentage (%) of work to be Performed by Sub-Consultant	IL UCP, City of Chgo or N/A	City of Chicago, Cook County or N/A	City of Chicago, Cook County or N/A	Yes or No	Yes or No	Choose from the dropdown menu below	Male or Female	Yes or No	
RSHTKS_TM (RS&H) Delta Engineering Group, L			Matthew Christensen	Structure Design, Rai 651-292-4534	312-291-6573	matt.christensen@hkd.com	24.00%	N/A	N/A	N/A	No	No	Multiple Ownership	ESOP	No	
RSHTKS_TM (RS&H) GSG Consultants, Inc. (RS			Kashif Khan	Lighting	312-291-6573	kkhan@deg-america.com	3.00%	IL UCP	N/A	City of Chicago	No	No	Asian Indian	Male	No	
RSHTKS_TM (RS&H) Environmental Design Inter			Aia Sassila	Geotechnical Engineer	312-733-6262	asassila@gsg-consult.com	2.00%	IL UCP	N/A	City of Chicago	No	No	Hispanic	Male	No	
RSHTKS_TM (RS&H) Rubiros & Mesa Engineer			William Fleming	Survey	312-345-1400	wfleming@envdesign.com	3.00%	IL UCP	City of Chicago	City of Chicago	No	No	African American	Female	No	
RSHTKS_TM (RS&H) Aqua Vitae Engineering, L			Mohsen Farahany	Roadway Design, Str	312-870-6600	mfarahany@rme-1.com	25.00%	N/A	N/A	City of Chicago	No	No	Asian Indian	Male	No	
RSHTKS_TM (RS&H) Cooper Zietz Engineers, In			Gary Paradoski	Erosion Control / Dra	847-239-4512	gparadoski@aqua-vitae.com	2.00%	N/A	N/A	N/A	No	Yes	Caucasian	Male	No	
			Robert Foster	Roadway Design	708-533-7111	robert.foster@akana.com	1.00%	IL UCP	N/A	N/A	No	No	Native American	Male	Yes	

Intentionally Left Blank



525 Dunham Rd  
Suite 20  
St. Charles, IL 60174

O 630-505-1991  
F 630-524-4432  
rsandh.com

July 21, 2017

Mr. John Szabo, P.E.  
Senior Project Engineer  
Illinois State Toll Highway Authority  
2700 East Ogden Avenue  
Downers Grove, Illinois 60515

RE: DBE Commitments, Contract I-17-4677

Dear Mr. Szabo,

Please accept this Letter of Justification for reduction to certain DBE commitments in our contract proposal. In our SOI for the subject project, the anticipated DBE percentages for Environmental Design International, Inc. (EDI) was 3.0% and Rubinos & Mesia Engineers, Inc. (RME) was 25.0%. During detailed scoping negotiations their percentages came to 2.4% and 24.6% respectively. It should be noted that EDI's scope was as proposed in the SOI, whereas RME's scope involvement increased in a good faith effort to meet or exceed their anticipated participation percentages.

The slight reductions in DBE commitments stated above is due to the increase in actual scope of particular items within the project as well as the length of the project as compared to the assumed scope and length based upon the RFP. The scope increases include the following areas: railroad and aviation coordination, agency coordination, geotechnical engineering, structure - bridge and retaining wall work, and modeling. Additionally, due to the increase in magnitude for specific scope items the DBE percentages for the following subs increased: GSG Consultants, Inc. (2.0% to 7.0% - Geotechnical) and Delta Engineering Group, LLC. (3.0% to 4.5% - ITS/Lighting).

The resultant overall DBE participation has been raised from the anticipated 34.0% to 39.4%. While we realize that this does not justify reductions in commitment percentages for individual sub-consultants, we feel that our good faith efforts are evidenced by our raising the overall DBE percentage at the expense of the Prime Consultant's anticipated participation levels.

RS&H remains committed to the substantial meaningful participation of our DBE partners on all of our projects.

Please feel free call or email if you have questions, comments, or require additional information.

Sincerely,

RS&H, Inc.



James R. Shaw, PE

Office Leader

RS&H, Inc.  
k. Cert. No. 184-002228





*Environmental Design  
International inc.*

33 W. Monroe Street, Suite 1825  
Chicago, IL 60603-5326

phone: 312-345-1400  
fax: 312-345-0529  
web: envdesigni.com

August 8, 2017

Ann Daniels  
Senior Administrative Assistant  
RS&H  
525 Dunham Rd, Suite 20  
St. Charles, IL 60174

**RE: Tollway contract I-17-4677**

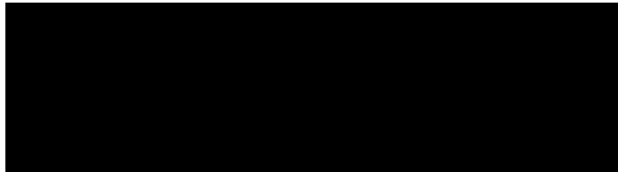
Dear Ms. Daniels,

This letter serves to confirm that Environmental Design International inc. (EDI) is aware of, and approves EDI's participation percentage being reduced from 3.0% to 2.4% per the contract scoping negotiations.

Please contact me if you need any further information. We look forward to working with you on this project.

Sincerely,

**Environmental Design International inc.**



William Fleming, PLS  
Vice President, Survey

## Daniels, Ann

---

**From:** Mohsen Farahany <MFarahany@RME-i.com>  
**Sent:** Monday, August 07, 2017 9:09 AM  
**To:** Daniels, Ann  
**Cc:** Farhad Rezai; Shaw, James; Javier Romero  
**Subject:** RE: Tollway Contract I-17-4677 (sub agreement with RS&H)

Ann,

We understand that our participation has been reduced on this contract from 25% to 24.6% per the negotiation meetings, and this is acceptable to RME.

Thank You,

Mohsen,

Mohsen Farahany PE SE  
Senior Vice President  
RME | Rubinos & Mesia Engineers, Inc.  
200 S. Michigan Avenue .1500  
Chicago, Illinois .60604  
[MFarahany@RME-i.com](mailto:MFarahany@RME-i.com)  
D > 312.870.6623  
C > 312.927.0994  
T > 312.870.6600

---

**From:** Daniels, Ann [<mailto:Ann.Daniels@rsandh.com>]  
**Sent:** Friday, August 04, 2017 3:44 PM  
**To:** Javier Romero  
**Subject:** Tollway Contract I-17-4677 (sub agreement with RS&H)

Hi Javier,

The Tollway is requesting a letter from RME acknowledging that your firm is ok with the percentage reduction for the Tollway contract I-17-4677 (sub consultant agreement between RS&H and RME) from 25.0% to 24.6% per the contract scoping negotiations. If we could please get a letter from you by Tuesday next week, that would be super helpful. Please let us know if you have any questions. Thanks so much!!!

**Ann Daniels**  
Senior Administrative Assistant  
525 Dunham Rd, Suite 20, St. Charles, IL 60174  
630-364-5210  
[ann.daniels@rsandh.com](mailto:ann.daniels@rsandh.com)  
[rsandh.com](http://rsandh.com) | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [Blog](#)

**Stay up-to-date with our latest news and insights.**

# Unified Certification Program - Search

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

**Cooper Zietz**                      **Email:** herb.fricke@akana.us  
**Engineers, Inc. dba**           **Phone:** (503) 652-9090  
**Akana**                              **Fax:** (360) 666-4827  
Herbert J. Fricke  
6400 SE Lake Rd., Ste.  
270  
Portland, OR 97222

**County:**

**Out-of-State**

**Categories:** Architecture\Engineering

<b>NAICS</b>	<b>Speciality</b>
541330-Engineering Services	541330- ENGINEERING SERVICES

# Unified Certification Program - Search

**Contractor Details**

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

[Print](#)

## **Delta Engineering Group, LLC**

Syed Shujaudin Kazi  
111 W. Jackson Blvd.,  
Ste. 910  
Chicago, IL 60604

**County:** Cook

**Email:** [contact@deg-america.com](mailto:contact@deg-america.com)

**Phone:** (312) 377-7700

**Fax:** (312) 427-6145

**Categories:** Architecture\Engineering

### **NAICS**

541330-Engineering  
Services

541370-Surveying &  
Mapping (except  
Geophysical) Serv.

### **Speciality**

541330- CONSTRUCTION  
INSPECTION

ROADS AND STREETS  
FREEWAYS

HIGHWAY STRUCTURE:  
TYPICAL

HIGHWAY STRUCTURE:  
SIMPLE

TRAFFIC SIGNALS

LIGHTING: COMPLEX

LIGHTING: TYPICAL

MECHANICAL

ENGINEERING

ELECTRICAL ENGINEERING

541370- SURVEYING

# Unified Certification Program - Search

[Contractor Details](#)[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**Environmental  
Design International  
inc.**

Leslie J Sawyer  
33 W. Monroe St., Ste.  
1825  
Chicago, IL 60603-0000

**County:** Cook**Email:** dsawyer@envdesigni.com**Phone:** 312-345-1400**Fax:** 312-345-0529**Categories:** Construction, Professional**NAICS**

541330-Engineering  
services  
541370-Surveying and  
mapping services (except  
geophysical)  
541620-Environmental  
consulting services

**Speciality**

541330-Engineering  
Services 541370-Surveying  
and Mapping Services  
541620-Environmental  
Consulting Services

1-17-4677

**Vendor Information**CLOSE WINDOW  HELP**Vendor Information**

**Business Name** GSG Consultants, Inc.  
**Owner** Mr. Guillermo Garcia  
**Address** 855 West Adams Street  
 > [Map This Address](#) Suite 200  
 Chicago, IL 60607-3019  
**Phone** 312-733-6262  
**Fax** 312-733-6612  
**Email** [ggarcia@gsg-consultants.com](mailto:ggarcia@gsg-consultants.com)  
**Website** <http://www.gsg-consultants.com>

**Certification Information**

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

**Commodity Codes**

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

**Additional Information****Customer Support**

Copyright © 2017 B2Gnow. All rights reserved.

[Print This Page](#)

1-17-4677

**Vendor Information**

CLOSE WINDOW [X]

HELP

**Vendor Information**

**Business Name** Rubinos & Mesia Engineers, Inc.  
**Owner** Dipak S Shah  
**Address** 200 S. Michigan Ave. - STE 1500  
 > [Map This Address](#) Chicago, IL 60604-3607  
**Phone** 312-870-8600  
**Fax** 312-663-1473  
**Email** [Dshah@RME-I.com](mailto:Dshah@RME-I.com)  
**Website** [www.rme-i.com](http://www.rme-i.com)

**Certification Information**

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

**Commodity Codes**

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

**Additional Information**

**Customer Support**

Copyright © 2017 B2Gnow. All rights reserved.

[Print This Page](#)

**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, Devon Avenue to Pratt Boulevard Project/Solicitation Number: 1-17-4677  
 Name of Prime Vendor: RS&H, Inc. VOSB Compliance Contact: Preston Keefe, PE  
 Address: 525 Durham Road, Suite 20  
 City: St. Charles State: IL Zip Code: 60174  
 Telephone: 630-606-1001 Fax: 630-658-4213 Email: preston.keefe@rsandh.com

Name of Certified VOSB Vendor: Aqua Vitae Engineering, LLC  
 Address: [Redacted] VOSB Compliance Contact: Gary Paradowski, PE  
 City: Arlington Heights State: IL Zip Code: 60005  
 Telephone: 847-230-4512 Fax: N/A Email: gparadowski@aqua-vitae.com

Type of agreement:  Services  
 Anticipated start date of the Certified VOSB Vendor: Summer, 2017  
 Proposed 2 % 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:**  
 Aqua Vitae Engineering, LLC will work with RS&H, Inc.'s roadway and structural engineering staff in order to develop the microstation plan sheets containing this the drainage portion of this project.

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

Vendor (Company Name and D/B/A): <u>RS&amp;H, Inc.</u>	Certified VOSB Vendor (Company Name and D/B/A): <u>Aqua Vitae Engineering, LLC</u>
Signature: <u>[Redacted]</u>	Signature: <u>[Redacted]</u>
Print Name: <u>Preston Keefe, PE</u>	Print Name: <u>Gary Paradowski, PE</u>
Title: <u>Vice President</u>	Title: <u>President</u>
Date: <u>March 27, 2017</u>	Date: <u>3/20/2017</u>






1-17-4677

### Vendor Information

CLOSE WINDOW [X]

[Print](#)

#### Business & Contact Information

**Business Name** Aqua Vitae Engineering LLC  
**Owner** Mr Gary Paradoski  
**Address**   
 > [Map This Address](#)  
**Phone** 847-239-4512  
**Fax** 847-577-0744  
**Email** [GPARADOSKI@AQUA-VITAEGROUP.COM](mailto:GPARADOSKI@AQUA-VITAEGROUP.COM)  
**Website** <http://WWW.AQUA-VITAEGROUP.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** 1/23/2018  
**Expiration Date** 1/23/2020  
**Certified Business Description**

#### Commodity Codes

Code	Description
NIGP 92517	Civil Engineering

#### Additional Information

**Region** Metro Chicago

U.S. 8-11-17  
 8/11/17

**EXHIBIT E - DBE**  
**PARTNERING FOR GROWTH PROGRAM**  
**FOR**  
**DISADVANTAGED BUSINESS ENTERPRISES (DBEs)**  
**PSB: 17-2      ITEM: 4**

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN:**

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
RS&H, Inc.	525 Dunham Road, Suite 20 St. Charles, Illinois 60174		Cooper Zietz Engineers, Inc. (dba Akane)	4136 Lawn Avenue Western Springs, Illinois 60558

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

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

**I. PROGRAM PURPOSE**

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

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

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

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

**II. CONFORMANCE TO PROGRAM GOALS**

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) .8 %  
 Scope:  
 Roadway Design

- Work not applicable to prequalification category(ies) .2 %  
 Scope:  
IL Tollway Design Requirements and Administrative Procedures.

**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

0.00 %

*Note: Protégé participation in this area is optional*

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

1.00 %

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

Akana design engineers have never worked for the Illinois Tollway, nor Illinois Department of Transportation. They will be mentored in roadway design with the goal of obtaining IDOT Roadway prequalifications.

Although Akana's Project Manager has had some experience working for ISTHA, Akana will also be mentored in Tollway administrative procedures.

---

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

RS&H will mentor Akana in basic highway design, CADD usage, design requirements, preparation of plans and computation of quantities.

RS&H will conduct one-on-one technical mentoring in our office to achieve these goals.

**III. MENTOR EXPERIENCE WITH THE PROGRAM**

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

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

Areas of Assistance:

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

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

Areas of Assistance:

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

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

Areas of Assistance:

**IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM**

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

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

YES  NO

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

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

YES  NO

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

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

YES  NO

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

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

N/A

---

#### V. STATEMENT OF COMMITMENT

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

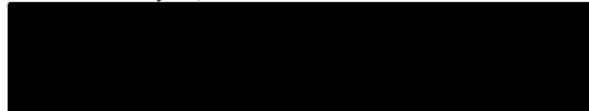
Should the proposer, after contract negotiation, wish to modify the 'Plan to Achieve Diversity Goal', the awarded consultant is requested to submit to the General Manager of Diversity a detailed explanation of the work category changes that were not known at the time of the SOI submittal.



SIGNATURE (Mentor Representative)

March 27, 2017

(Date)



SIGNATURE (Protégé Representative)

3/20/17

(Date)

I-17-4677

## OFFICE OF THE ILLINOIS SECRETARY OF STATE



**JESSE WHITE**  
SECRETARY OF STATE

## CORPORATION FILE DETAIL REPORT

File Number	60200955		
Entity Name	RS&H, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	11/04/1998	State	FLORIDA
Agent Name	NATIONAL REGISTERED AGENTS INC	Agent Change Date	02/25/2015
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	DAVID SWEENEY 10748 DEERWOOD PARK BLVD S JACKSONVILLE FL
Agent City	CHICAGO	Secretary Name & Address	JOHN J BOTTARO SAME 32256
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	11/02/2016	For Year	2016
Old Corp Name	02/11/2014 - REYNOLDS, SMITH AND HILLS, INC.		

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

(One Certificate per Transaction)

## OTHER SERVICES

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

I-17-4677

## OFFICE OF THE ILLINOIS SECRETARY OF STATE


 JESSE WHITE  
 SECRETARY OF STATE

## CORPORATION FILE DETAIL REPORT

File Number	58483624		
Entity Name	TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	08/05/1991	State	MINNESOTA
Agent Name	UNITED STATES CORPORATION CO	Agent Change Date	03/31/2011
Agent Street Address	801 ADLAI STEVENSON DRIVE	President Name & Address	WILLIAM E DEITNER 444 CEDAR ST/#1500 ST PAUL, MN 55101
Agent City	SPRINGFIELD	Secretary Name & Address	KEVIN R CULLEN SAME
Agent Zip	62703	Duration Date	PERPETUAL
Annual Report Filing Date	08/17/2017	For Year	2017

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

(One Certificate per Transaction)

## OTHER SERVICES

[File Annual Report](#)[Adopting Assumed Name](#)[Articles of Amendment Effecting A Name Change](#)[Change of Registered Agent and/or Registered Office Address](#)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE



1-17-4677

**Biggs, Susan**

---

**From:** Nash, Janiqua V  
**Sent:** Tuesday, August 22, 2017 10:19 AM  
**To:** Biggs, Susan  
**Subject:** RS&H, Inc. [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      10:17 08/22/17

ACTION: S

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

**DISCLAIMER:**

AS OF 08/22/17 AT 10:18 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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

1-17-4677

**Biggs, Susan**

**From:** Nash, Janiqua V  
**Sent:** Monday, August 14, 2017 9:32 AM  
**To:** Biggs, Susan  
**Subject:** Toltz, King, Duvall, Anderson and Associates Inc. [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      09:30 08/14/17

ACTION: S

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

**DISCLAIMER:**

AS OF 08/14/17 AT 09:31 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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

1-17-4677

**Biggs, Susan**

**From:** Nash, Janiqua V  
**Sent:** Monday, August 14, 2017 9:32 AM  
**To:** Biggs, Susan  
**Subject:** Aqua Vitae Engineering, LLC [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      09:30 08/14/17

ACTION: S

VENDOR NUMBER= \*\*\*\* [REDACTED]                      OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

**DISCLAIMER:**

AS OF 08/14/17 AT 09:31 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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

**Biggs, Susan**

1-17-4677

**From:** Nash, Janiqua V  
**Sent:** Monday, August 14, 2017 9:32 AM  
**To:** Biggs, Susan  
**Subject:** Cooper Zietz Engineers, Inc. dba Akana [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      09:30 08/14/17

ACTION: S

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

DISCLAIMER:  
AS OF 08/14/17 AT 09:32 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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

Biggs, Susan

1-17-4677

From: Nash, Janiqua V  
Sent: Monday, August 14, 2017 9:33 AM  
To: Biggs, Susan  
Subject: Delta Engineering Group, LLC [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      09:30 08/14/17

ACTION: S

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

DISCLAIMER:

AS OF 08/14/17 AT 09:32 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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

1-17-4677

**Biggs, Susan**

**From:** Nash, Janiqua V  
**Sent:** Monday, August 14, 2017 9:33 AM  
**To:** Biggs, Susan  
**Subject:** Environmental Design International Inc. [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      09:30 08/14/17

ACTION: S

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

**DISCLAIMER:**

AS OF 08/14/17 AT 09:32 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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

1-17-4677

**Biggs, Susan**

---

**From:** Nash, Janiqua V  
**Sent:** Monday, August 14, 2017 9:34 AM  
**To:** Biggs, Susan  
**Subject:** GSG Consultants, Inc. [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      09:30 08/14/17

ACTION: S

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

**DISCLAIMER:**

AS OF 08/14/17 AT 09:33 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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

1-17-4677

**Biggs, Susan**

---

**From:** Nash, Janiqua V  
**Sent:** Monday, August 14, 2017 9:34 AM  
**To:** Biggs, Susan  
**Subject:** Rubinos & Mesia Engineers, Inc. [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      09:30 08/14/17

ACTION: S

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

**DISCLAIMER:**

AS OF 08/14/17 AT 09:33 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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



# SECTION 3 - 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:	Preston Keefe, PE ✓		
Firm:	RS&H, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-040683		
Year Registered:	1982	State:	IL
Office Address:	525 Dunham Road, Suite 20		
City:	St. Charles	State:	IL

Project Engineer (Items 1-10 & 16)			
Name:	Matthew Finowicki, PE ✓		
Firm:	RS&H, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-062151		
Year Registered:	2009	State:	IL
Office Address:	525 Dunham Road, Suite 20		
City:	St. Charles	State:	IL

Roadway Engineer (Items 1- 11)			
Name:	Michael Martin, PE ✓		
Firm:	RS&H, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-063663		
Year Registered:	2011	State:	IL
Office Address:	525 Dunham Road, Suite 20		
City:	St. Charles	State:	IL

Drainage Engineer (Item 3)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

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:	John Ritchie, PE, SE		
Firm:	RS&H, Inc.		
Category:	IL Licensed Structural Engineer		
License #:	081-005607		
Year Registered:	1999	State:	IL
Office Address:	525 Dunham Road, Suite 20		
City:	St. Charles	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:	

# 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

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

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

<b>Roadway QA/QC (Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 16)</b>			
Name:		James Shaw, PE ✓	
Firm:		RS&H, Inc.	
Category:		IL Licensed Professional Engineer	
License #:		062-060434	
Year Registered:		2008	State: IL
Office Address: 525 Dunham Road, Suite 20			
City:		St. Charles	State: IL

<b>Structures QA/QC (Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 16)</b>			
Name:		Matthew Christensen, PE, SE	
Firm:		RS&H, Inc.	
Category:		IL Licensed Structural Engineer	
License #:		081-006245	
Year Registered:		2005	State: IL
Office Address: 444 Cedar Street, Suite 1500			
City:		St. Paul	State: MN

*SEE  
Email  
Attached*

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

<b>Required Prequalification Category**</b>			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Required Prequalification Category**</b>			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Required Prequalification Category**</b>			
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

## Biggs, Susan

---

**From:** Nashif, Manar  
**Sent:** Monday, August 14, 2017 10:03 AM  
**To:** Biggs, Susan  
**Subject:** Fwd: I-17-4677 - RS&H - Key Personnel

See below. Thanks

Manar

Begin forwarded message:

**From:** "Keefe, Preston" <[Preston.Keefe@rsandh.com](mailto:Preston.Keefe@rsandh.com)>  
**Date:** August 14, 2017 at 9:27:34 AM CDT  
**To:** "Nashif, Manar" <[mnashif@getipass.com](mailto:mnashif@getipass.com)>  
**Cc:** "Szabo, John" <[jszabo@getipass.com](mailto:jszabo@getipass.com)>, "Shaw, James" <[James.Shaw@rsandh.com](mailto:James.Shaw@rsandh.com)>, "Daniels, Ann" <[Ann.Daniels@rsandh.com](mailto:Ann.Daniels@rsandh.com)>  
**Subject:** RE: I-17-4677 - RS&H - Key Personnel

Hi Manar-

Matthew Christensen is actually with TKDA. Sorry for the error.

Preston

### **Preston Keefe, PE**

Vice President, North Central Region Leader  
525 Dunham Rd, Suite 20, St. Charles, IL 60174  
O 630-364-5229 | M 630-699-5320  
[preston.keefe@rsandh.com](mailto:preston.keefe@rsandh.com)  
[rsandh.com](http://rsandh.com) | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [Blog](#)

**Stay up-to-date with our latest news and insights.**

# RS&H

---

**From:** Nashif, Manar [<mailto:mnashif@getipass.com>]  
**Sent:** Monday, August 14, 2017 9:24 AM  
**To:** Keefe, Preston <[Preston.Keefe@rsandh.com](mailto:Preston.Keefe@rsandh.com)>; Shaw, James <[James.Shaw@rsandh.com](mailto:James.Shaw@rsandh.com)>  
**Cc:** Szabo, John <[jszabo@getipass.com](mailto:jszabo@getipass.com)>  
**Subject:** Fwd: I-17-4677 - RS&H - Key Personnel

Preston/Jim, see below from Sue. Can you confirm?

Manar

Begin forwarded message:

**From:** "Biggs, Susan" <[sbiggs@getipass.com](mailto:sbiggs@getipass.com)>  
**Date:** August 14, 2017 at 8:54:17 AM CDT  
**To:** "Nashif, Manar" <[mnashif@getipass.com](mailto:mnashif@getipass.com)>  
**Subject:** I-17-4677 - RS&H - Key Personnel

Hi Manar,

The PSB Item Description has a key personnel role of Structures QA/QC. The individual proposed in the SOI on Exhibit A – Proposed Staff was Matthew Christensen, PE, SE with RS&H. This person is actually listed on Toltz's exhibits. Can you reach out to them and ask them to confirm that this is correct?

Thank you,  
Sue

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

## TEAMING AGREEMENT

**THIS TEAMING AGREEMENT** (this "Agreement") is entered into this 21<sup>st</sup> day of July, 2017, by and between **RS&H, Inc.**, a Florida corporation ("TEAM LEADER"), with an office located at 10748 Deerwood Park Blvd. South, Jacksonville, FL 32256, and **TKDA, Inc.**, a corporation ("TEAM MEMBER") with an office located at 444 Cedar Street, Suite 1500, Saint Paul, MN 55101. (TEAM LEADER and TEAM MEMBER are collectively referred to as the "Parties" or the "Team.")

The Parties agree to the following facts:

The Illinois Tollway ("Client") has issued a request for proposal (the "RFP") for the selection of an engineering firm to provide engineering services for the project known as PSB 17-2, Item No. 4, Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard (the "Project").

The RFP will require developing a qualifications package, and upon being short listed, to make a Public hearing/Presentation.

After carefully considering their unique skills and capabilities, the Parties believe that a team effort will enhance the likelihood of their mutual success in obtaining and performing the project described in the RFP.

Accordingly, this Agreement is entered into to establish the rights, interests, and obligations of the Parties in preparing and submitting a qualification package.

**ARTICLE 1: DEVELOPMENT OF QUALIFICATIONS PACKAGE.** TEAM LEADER will be responsible for preparing and submitting the qualifications package to respond to the RFP. At TEAM LEADER's request, the TEAM MEMBER will provide qualified personnel to assist in preparing the qualifications package. The Qualifications Package will be submitted by TEAM LEADER as the lead consultant and will, as appropriate, identify the TEAM MEMBER as a prospective partnering consultant. TEAM MEMBER will have the right to review and approve the portions of the Qualifications Package which would be pertinent to its work on the project. Each Party will be solely responsible for the accuracy of the information it provides and which is included in the Qualifications Package. TEAM LEADER shall be the prime interface with the Client and shall direct and coordinate all marketing activity related to the RFP and the Project.

**ARTICLE 2: PARTNERING AGREEMENT.** If a contract for the project is awarded to TEAM LEADER, TEAM LEADER will enter into a partnering agreement with TEAM MEMBER consistent with the schedule of participation described in Exhibit A and TEAM MEMBER agrees to execute a Partnering Agreement with TEAM LEADER substantially in the form attached as Exhibit B, it being understood that TEAM LEADER will require all applicable terms of its agreement with the Client to be incorporated therein by reference.

**ARTICLE 3: EXCLUSIVE DEALING AND CONFLICTS OF INTEREST.** Each party agrees that it will not participate as an offeror, co-venturer, subcontractor, or other interested party in any proposal effort involving the RFP other than the effort contemplated by this agreement during the Agreement Term. Each party warrants that it has no conflict of interest, which would disqualify it from participating as proposed in the Project and that no other agreement would cause this agreement not to be binding upon it.

**ARTICLE 4: COSTS AND EXPENSES.** Each party is responsible for its costs and expenses in connection with preparing and submitting the qualification package and interview process except as may be otherwise set out in Exhibit A attached.

**ARTICLE 5: AGREEMENT LIMITATIONS.** This agreement is not intended to create or otherwise recognize an agency or formal business organization of any kind, other than a team arrangement as set forth in this Agreement. No party has the authority or right, nor will any party hold itself out as having the authority or right, to assume, create, or undertake any obligation of any kind whatsoever, express or implied, on behalf of or in the name of any other party without the express prior written consent of the other party.

**ARTICLE 6: CONFIDENTIALITY.** During the term of this Agreement, the Parties may exchange proprietary information. Proprietary information received by one party from any other will not be disclosed, released, discussed, furnished, transferred, or otherwise made known to third parties or utilized by the receiving party other than for the purpose of preparing and negotiating a proposal for the Project, except such information may be disclosed in confidence to appropriate representatives of the Owner. The restrictions in this Article will not apply if such information (a) is or becomes in the public domain; or (b) is known to the receiving party prior to receipt; or (c) is authorized for disclosure by the written approval of the disclosing party; or (d) is lawfully derived by the receiving party from a source other than the disclosing party without restriction as to the use or disclosure of the information. The foregoing restrictions will cease to apply 2 years after the date of this agreement.

**ARTICLE 7: LIMITATION OF LIABILITY.** No party will be liable to any other party for any indirect, special, incidental or consequential damages, such as loss of revenue, cost of capital, loss of business reputation or opportunity, or loss of anticipated profits due to any party's acts or omissions in performing this Agreement. No party may recover damages against any other party on the basis of the Team's failure to obtain the Prime Contract unless it can show that such failure was the result of another party's negligent acts or omissions, or willful misconduct. In such event, damages will be limited to the aggrieved party's proposal preparation costs.

**ARTICLE 8: AGREEMENT TERM.** This Agreement will automatically terminate upon the following events, whichever occurs first, (a) cancellation of the RFP; (b) award of the Prime Contract to another team; (c) award of the Prime Contract and either execution of any other documents required under this Agreement to be subsequently executed or failure to reach agreement on such documents within a reasonable period of time; (d) one (1) year from the date hereof, or (e) written mutual agreement of the Parties. Upon termination, all proprietary information will be promptly returned to the party that provided it. If termination occurs for reasons (c) or (d) above, any party may compete for the Project as an individual firm or in combination with any other firm. If termination occurs by mutual agreement, no party may compete for the Project unless otherwise agreed in writing by the Parties at the time of termination.

**ARTICLE 9: MISCELLANEOUS.** This Agreement constitutes the entire agreement between the Parties and supersedes any previous oral or written understandings, commitments, or agreements. No changes may be made in this Agreement without the written agreement of duly authorized representatives of each of the Parties.

Each Party will keep the other Party fully and promptly informed of all events and matters affecting or relating to this Agreement and shall, without delay, give all relevant information and cooperation properly requested by the other Party.

This Agreement is not assignable by any Party.

This Agreement will be governed by and construed under the Laws of the State of Florida.

The Parties have, through their duly authorized representatives, executed this Agreement, effective as of the day and year indicated in the first paragraph.

**TEAM LEADER:**

RS&H, INC.

By: \_\_\_\_\_

Print Name: JOHN HALLISBY

Title: SENIOR VICE PRESIDENT

**TEAM MEMBER:**

TKDA, INC.

By: \_\_\_\_\_

Print Name: Kevin R. Cullen, PE

Title: Vice President

## **EXHIBIT A**

### **SCHEDULE OF PARTICIPATION**

The **TEAM LEADER** shall be responsible for the overall coordination, project management, team management, invoicing and otherwise the general scope of services as negotiated with the **CLIENT**. The **TEAM LEADER** and **TEAM MEMBER** anticipated participation amount will be determined based upon negotiations with the **CLIENT** and will be subject to the good faith negotiation with Disadvantaged Business Enterprise and Veteran Owned Business as specified in the statement of interest for the **PROJECT**.

The **TEAM MEMBER** shall be responsible for the project management, coordination, quality control, design, and deliverables as specified in the anticipated scope of services below and as negotiated in a **TEAMING CONTRACT FOR PROFESSIONAL SERVICES** in the form as specified in the attached **EXHIBIT B**. The **TEAM MEMBER** participation shall be based upon the anticipated scope of services as noted below and subject to negotiations for those services with the **CLIENT**.

Anticipated Scope of Services for **TEAM MEMBER** are as follows:

Project Management and Administration for those items below  
Quality Control for those items noted below  
Railroad Coordination and Meetings  
    Up to 2 structures  
    Construction Access  
Railroad Plan Submittal assistance and coordination  
Railroad Agreements  
    UP Railroad  
    CP Railroad  
Concept Design and Submittal  
    Bridge Type Study for the Western Access Bridge over the UP Railroad Spur Track  
PS&E Documents  
    Western Access Bridge over the UP Railroad Spur Track  
Load Rating for the Western Access Bridge over the UP Railroad Spur Track

The Scope of Services as noted above for **TEAM MEMBER** is subject to modification by the executed **TEAMING CONTRACT FOR PROFESSIONAL SERVICES** between **TEAM LEADER** and **TEAM MEMBER**. The actual Scope of Services will be as noted in said agreement.

**EXHIBIT B**  
**FORM OF TEAMING CONTRACT FOR PROFESSIONAL SERVICES**



## TEAMING CONTRACT FOR PROFESSIONAL SERVICES

**THIS TEAMING CONTRACT FOR PROFESSIONAL SERVICES** (hereinafter the "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date"), by and between **RS&H, Inc.**, a Florida corporation, with business offices located at 10748 Deerwood Park Blvd. South, Jacksonville, Florida 32256 (the "Consultant"), and **TKDA, Inc.**, a corporation, with business offices located at 444 Cedar Street, Suite 1500, Saint Paul, MN 55101 (the "Teaming Consultant") (collectively, the Consultant and Teaming Consultant are hereinafter referred to as the "Parties").

**IN CONSIDERATION** of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### 1. THE PRIME AGREEMENT

1.1. The Parties have entered into an agreement with the Illinois Tollway (the "Client"), dated \_\_\_\_\_, 2017 (the "Prime Agreement").

1.2. The Prime Agreement provides for the Parties' furnishing of professional services in connection with the project described therein (the "Project"). The Consultant hereby engages the Teaming Consultant to furnish certain services in accordance with the terms and conditions of this Agreement. A copy of the Prime Agreement (from which compensation amounts may be deleted) is attached hereto as Attachment "A" and made a part hereof by reference. The Teaming Consultant assumes to the Consultant all of the applicable obligations, responsibilities and duties which the Parties have assumed to the Client in the Prime Agreement.

### 2. RELATIONSHIP OF THE PARTIES

For all work performed hereunder the Teaming Consultant is an independent contractor to Consultant, solely responsible for the means and methods used in performing services hereunder, and it shall not be deemed an employee, agent or joint venturer of Consultant for any purpose.

### 3. SERVICES OF TEAMING CONSULTANT

3.1 The Teaming Consultant shall provide those professional services (check appropriate description below):

As described in Attachment "B" attached hereto and made a part hereof by reference (the "Services"); or

As described in separately authorized Work Orders (the "Services").

3.2. The Services shall conform to the Plans, Specifications, and other specific requirements of the Project. The Teaming Consultant shall, at its own expense, obtain or request from Consultant all data and information it deems necessary for the performance of its Services.

3.3. The Teaming Consultant recognizes that the services of the Contractor, Consultant, other consultants and others involved in the Project are dependent upon the timely performance of the Teaming

Consultant's Services. The Teaming Consultant's Services shall be performed in manner, sequence and timing so that they will be coordinated with those of the Consultant and other consultants for the Project.

3.4. The Teaming Consultant shall give prompt written notice to the Consultant whenever the Teaming Consultant observes or otherwise becomes aware of any development that affects the scope or timing of the Teaming Consultant's Services.

#### **4. ADDITIONAL SERVICES**

The Teaming Consultant shall furnish work beyond the Scope of the Services ONLY if authorized in writing by the Consultant (the "Additional Services"). Before such Additional Services shall be rendered, the scope of such Additional Services and the compensation therefor shall be mutually agreed upon by written amendment to this Agreement. Additional services furnished by the Teaming Consultant without written authorization by the consultant shall be furnished at the Teaming Consultant's sole risk and expense.

#### **5. CONSULTANT'S RESPONSIBILITIES**

5.1. The Consultant shall be the general administrator of all professional services for the Project, and shall facilitate the exchange of information among the subconsultants retained by the Consultant for the Project, as necessary for the coordination of the Services. Except as authorized by the Consultant, all communication between the Teaming consultant, the Client, the Contractor and/or other consultants for the Project shall be through the Consultant.

5.2. The Consultant shall request the Client to make all necessary provisions for the Teaming Consultant to enter upon public and private property, as required to perform Services under this Agreement.

#### **6. PERIOD OF SERVICE**

6.1. The term of this Agreement shall be from the Effective Date through April 30, 2020, unless sooner terminated as provided in Article 9 hereof, or extended through written agreement signed by the Parties to this Agreement.

6.2. The Services called for herein shall be completed by Teaming Consultant as set out in Attachment "B" or the applicable Work Order.

#### **7. PAYMENTS TO THE TEAMING CONSULTANT**

7.1. The Consultant shall pay the Teaming Consultant for Services and Reimbursable Expenses (those expenses directly incurred by Teaming Consultant for which Consultant will be reimbursed under the Prime Agreement or for which Consultant has approved in advance in writing), if applicable, as set forth in Attachment "C" (entitled Compensation), attached hereto and made a part hereof by reference or as set forth in the applicable Work Order, as the case may be.

7.2. The Teaming Consultant shall submit an original invoice monthly to the Consultant for Services rendered and Reimbursable Expenses incurred. Consultant shall exert reasonable and diligent efforts to collect prompt payment of all amounts due from the Client. If and when the Consultant receives payment from the Client for Teaming Consultant's Services and Reimbursable Expenses, only then will the Consultant be obligated to pay such amounts to the Teaming Consultant within thirty (30) days of

receipt of such payment. Teaming Consultant shall be subject to the same retainage that Consultant is being held to by the Client, if any.

## **8. AUTHORIZED REPRESENTATIVE**

8.1. The Consultant's Authorized Representative for this Project is the Project Manager. All matters and correspondence pertaining to the Project, including submittal of monthly invoices, will be through the Consultant's Project Manager. The Consultant's Project Manager shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Teaming Consultant's Services.

8.2. Upon execution of this Agreement, the Teaming Consultant will designate the Teaming Consultant's Authorized Representative for the Project and convey the name of the Teaming Consultant's Authorized Representative to the Consultant in writing. The Teaming Consultant's Authorized Representative shall act on behalf of the Teaming Consultant on all matters pertaining to this Project. All matters and correspondence to the Teaming Consultant pertaining to the Project will be addressed through the Teaming Consultant's Authorized Representative.

8.3. The Teaming Consultant's Authorized Representative may be changed only by written notice to Consultant.

## **9. TERMINATION**

9.1. This Agreement will terminate automatically if and when the Prime Agreement is terminated, whereupon the Consultant shall promptly notify the Teaming Consultant of such termination.

9.2. This Agreement may be terminated by either party by giving fourteen (14) days prior written notice in the event of substantial failure to perform in accordance with the terms herein by the other party; provided, however, this Agreement will not terminate if the party receiving such notice begins to cure its failure within seven (7) days and completes such cure within 30 days of its receipt of such written notice.

9.3. The Consultant may terminate this Agreement for convenience by written notice to Teaming Consultant, or suspend the work called for herein for a period not to exceed sixty (60) days in the event the Client cancels, abandons or suspends the Project. In the event of either termination or suspension, Consultant shall pay the Teaming Consultant for Services satisfactorily performed up to the date of termination or suspension in accordance with Subsection 7.2 hereof.

## **10. RECORDS RETENTION AND ACCESS**

Teaming Consultant shall maintain for a period of at least seven (7) years following completion of the Services, or for a longer time if required by the Prime Agreement, all the documents, deliverables, records (including cost records), design calculations, notes and emails related to the Project or Teaming Consultant's performance hereunder. Upon Consultant's written request, Teaming Consultant shall provide a copy of the requested records at no cost to Consultant.

## **11. USE OF DOCUMENTS AND ELECTRONIC DELIVERABLES.**

11.1. The Teaming Consultant acknowledges and agrees that all work and Services performed under this Agreement shall be a "work made for hire" as that term is defined by the copyright laws of the United States. The Teaming Consultant hereby assigns all rights, title, and interest therein to the

Consultant, but only to the extent required in the Prime Agreement. Teaming Consultant may make and retain copies of all work hereunder for information and reference purposes.

11.2. Any modification of the Deliverables or their reuse on another project by Consultant without the approval of Teaming Consultant shall be at Consultant's sole risk and without liability to Teaming Consultant.

11.3. Files in electronic format that are furnished by one Party to the other are furnished only for convenience and not for reliance by the receiving party, unless otherwise agreed in writing.

## **12. INDEMNIFICATION**

12.1. The Teaming Consultant agrees to indemnify and hold the Client, the Consultant and their respective partners, directors, officers and employees harmless from all suits, actions, claims, demands, judgments, and liabilities including property damage and bodily injury or death, including claims of Teaming Consultant's employees, to the extent caused by the negligent act, omission, or breach of contract of or by the Teaming Consultant, or its subconsultants, in providing the Services hereunder.

12.2. The Consultant agrees to indemnify and hold the Teaming Consultant and its partners, directors, officers and employees harmless from all suits, actions, claims, demands, judgments, and liabilities including property damage and bodily injury or death, including claims of Consultant's employees, to the extent caused by the negligent act, omission, or breach of contract of or by the Consultant hereunder.

## **13. INSURANCE**

13.1. The Teaming Consultant shall procure and maintain, at its own expense, the same insurance coverages as the Consultant, which are required for both Parties as set forth below in the Prime Agreement.

13.2. Teaming Consultant must carry the insurance coverage specified above. If its present coverage is insufficient, Teaming Consultant must obtain additional coverage at no cost to Consultant or the Client. Teaming Consultant's insurance coverage must extend to claims made four years beyond the completion of the Services and the Project, if available at reasonable rates. Upon executing this Agreement and at subsequent times upon the reasonable request of Consultant, Teaming Consultant shall provide Consultant with a certificate indicating that the above insurance coverage is in effect. Such certificate shall name Consultant as an additional insured under Teaming Consultant's comprehensive general liability, automobile liability and umbrella/excess liability policies, and contain a waiver of subrogation under the workers' compensation policy and shall provide thirty (30) days written notice to the certificate holder prior to cancellation or modification of coverage.

13.3. The Teaming Consultant recognizes that the coverage and limits set forth herein may equal or exceed the Prime requirements. The Teaming Consultant agrees to comply with other insurance requirements set forth in the Client contract and agrees to obtain and provide such certificates of insurance as will evidence to the Client that existence of coverage meeting the requirements of the Contract. The more restrictive of insurance coverages shall apply in all cases unless written waiver is obtained from Consultant and/or client.

#### **14. CONTROLLING LAW/DISPUTE COSTS**

14.1. This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed, interpreted, construed and enforced pursuant to the laws of the state in which the Project is located.

14.2. Consultant and Teaming Consultant hereby knowingly, voluntarily, and intentionally waive the right any of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

14.3. In the event a dispute shall arise under or about this Agreement, the prevailing party (defined as the one recovering or defending more than 50% of the claim) shall be entitled to recover from the other party as part of the prevailing party's costs, its reasonable attorney's fees and court costs/mediation fees.

#### **15. SUCCESSORS AND ASSIGNS**

15.1. This Agreement shall be binding upon the Consultant and the Teaming Consultant and their respective partners, successors, heirs, assigns and legal representatives.

15.2. The Teaming Consultant shall not assign, sublet or transfer any rights or obligations in this Agreement without the prior written consent of the Consultant. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### **16. CONTRACTS WITH SUBCONSULTANTS**

The Teaming Consultant shall submit to the Consultant upon request all contracts with its subconsultants to for approval.

#### **17. PRIVILEGED INFORMATION**

The Teaming Consultant shall make no statements, press releases or publicity releases concerning this Agreement, the Prime Agreement or the subject matter of either and Teaming Consultant shall not otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement without first notifying the Consultant and securing its consent in writing.

#### **18. NONDISCRIMINATION**

The Teaming Consultant agrees to comply with all local, state, and Federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age.

#### **19. FORCE MAJEURE**

Should Services be delayed at any time during the period of this Agreement due to changes ordered in the Services by Consultant, by labor disputes, fire, unavoidable casualties or any causes beyond the Teaming Consultant's control, or by other causes which the Consultant determines may justify the delay,

then an extension for performance of this Agreement may be granted to Teaming Consultant by Consultant through written mutual agreement.

## **20. CONTINGENCY FEES**

The Teaming Consultant warrants that it has neither employed nor retained any company or person other than a bona fide employee working solely for the Teaming Consultant to solicit or secure this Agreement, and that it has not paid nor agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Teaming Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

## **21. STANDARD OF PERFORMANCE**

Services provided by the Teaming Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic location. The Teaming Consultant will promptly correct without additional compensation those Services not meeting this standard.

## **22. NOTICES**

Any and all notices required or authorized to be given pursuant to this Agreement shall be in writing and served via hand-delivery and/or U.S. First Class Certified or Registered Mail, postage prepaid, and return receipt requested, or by overnight courier service, to the following address(es):

If to Consultant:

RS&H, Inc.  
525 Dunham Road, Suite 20  
St. Charles, Illinois 60174  
Attention: Preston Keefe

RS&H, Inc.  
10748 Deerwood Park Boulevard South  
Jacksonville, Florida 32256  
Attention: Legal Department

If to Teaming Consultant:

TKDA, Inc.  
444 Cedar Street, Suite 1500  
Saint Paul, MN 55101  
Attention:

## **23. REQUIREMENTS IF CLIENT IS A FEDERAL AGENCY**

The Federal Acquisition Regulation ("FAR") and the Federal Funding Accountability and Transparency Act require Consultant to report certain information on Federal contract (and subcontract) awards with a value of \$25,000 or more. Accordingly, if this Agreement includes providing services to a Federal Governmental Agency and has a value of \$25,000 or more, then Teaming Consultant is required to provide Consultant with the information reflected in FAR clause 52.204-10, which is incorporated by reference with the same force and effect as if it were given in full text. Consultant shall make the full text

available to Teaming Consultant upon request. Consultant hereby notifies Teaming Consultant that this reported information will be made publicly available as the law requires.

**24. ENTIRE AGREEMENT**

This Agreement and all attachments hereto constitute the entire and integrated Agreement between the Consultant and the Teaming Consultant and supersede all prior written or oral understandings between the Parties with respect to the subject matter hereof. If a Teaming Consultant proposal is attached hereto for purposes of scope and/or fee, then any additional terms or conditions contained in such proposal are void and not a part hereof. This Agreement and said attachments may only be amended, modified or supplemented by a written instrument signed by an authorized representative of each of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, under seal, as of the day and year first above written.

**CONSULTANT:**

RS&H, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Assistant Corporate Secretary

[CORPORATE SEAL]

**TEAMING CONSULTANT:**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Secretary

[CORPORATE SEAL]

## Biggs, Susan

---

**From:** Shaw, Julia  
**Sent:** Wednesday, August 23, 2017 8:57 AM  
**To:** Biggs, Susan  
**Cc:** Davis-Adams, Linda; Durkin, Laura  
**Subject:** RE: Request for Vendor Code for RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc.

Thank you I will fax now.

---

**From:** Biggs, Susan  
**Sent:** Wednesday, August 23, 2017 8:32 AM  
**To:** Shaw, Julia  
**Cc:** Davis-Adams, Linda; Durkin, Laura  
**Subject:** RE: Request for Vendor Code for RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc.

Hi Julia,

Please see attached. W-9.

Thanks,  
Sue

---

**From:** Shaw, Julia  
**Sent:** Wednesday, August 23, 2017 8:22 AM  
**To:** Biggs, Susan  
**Cc:** Davis-Adams, Linda; Durkin, Laura  
**Subject:** RE: Request for Vendor Code for RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc.

Good morning;

Vendor code: RSH262 RS&H INC. *Team Management* TOLTZ KING DUVALL ANDERSON AND ASSOCIATES INC.

Also the comptroller office has returned the W-9 request a clear copy.

Thank you.

---

**From:** Biggs, Susan  
**Sent:** Monday, August 21, 2017 9:49 AM  
**To:** Shaw, Julia  
**Cc:** Davis-Adams, Linda; Durkin, Laura  
**Subject:** Request for Vendor Code for RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc.

Good morning, Julia.

A new vendor code is required for RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc. Please see the attached documents and let me know if anything further is required.

Thank you,



**Sue Biggs**

**Procurement Administrator**

**Illinois Tollway – PMO**

**2700 Ogden Avenue**

**Downers Grove, IL 60515**

**630-241-6800, x3924**

**[sbiggs@getipass.com](mailto:sbiggs@getipass.com)**

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

Vendor Code Checklist

Name of Requestor: Manar Nashif

Check One:

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

<b>Existing Vendor Code (if applicable):</b>	
Vendor Name:	RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc.
Contact Person Name:	Preston Keefe, PE
Address:	525 Dunham Road, Suite 20, St. Charles, IL 60174
Phone:	630-364-5229
Fax:	800-898-4313
FEIN:	59-2986466
E-mail Address:	Preston.keefe@rsandh.com
Web Address:	www.rsandh.com
Remittance Address:	P.O. Box 4850, Jacksonville, FL 32201

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

Reason for New Code / Activation / Modification:

PSB 17-2, Item 4 – Contract No. I-17-4677 – DSE Agreement Including Teaming with RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc.

Approved By:

 for PAUL KOVACS 8-18-17

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

Paul Kovacs  
Chief Engineering Officer

Procurement Department Chief or Designee Signature

Roger Nondorf  
Deputy Chief of Procurement

## Request for Taxpayer Identification Number and Certification

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

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

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

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

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) **5**  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Apply to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.)  
**10748 Deerwood Park Blvd, South**

**6** City, state, and ZIP code  
**Jacksonville, FL 32256**

**7** List account number(s) here (optional)  
**REMITTANCE ADDRESS: P.O. Box 4850; Jacksonville, FL 32201 (Attn: Accounting Dept)**

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

or  
 Employer identification number  
 \_\_\_\_\_

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

**Sign Here** Signature of U.S. person ▶ \_\_\_\_\_ Date ▶ **1/5/2017**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

#### Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**DESIGN SECTION ENGINEER**  
**AGREEMENT INCLUDING TEAMING**

The Board of Directors, on the 24<sup>th</sup> 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 comprised of the Team of RS&H, INC. / TOLTZ, KING, DUVALL, ANDERSON and ASSOCIATES, INC., authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

**W I T N E S S E T H:**

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated August 7, 2017, to provide design section engineering services for Contract No. I-17-4677 for Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard; 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 4, 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-17-4677 for Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of August 7, 2017, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

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

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

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

## ARTICLE II

### Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either execution of the Agreement or **August 25, 2017** and ending **September 30, 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 **Eight Million Dollars and No Cents (\$8,000,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that 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. The Team of *RS&H, Inc. / Toltz, King, Duvall, Anderson and Associates, Inc.*, consents to the exclusive jurisdiction and venue of the courts located in DuPage County, State of Illinois.

### Confidentiality

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

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

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

## ARTICLE VI

### Responsibility for Injuries and Damages

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

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

## ARTICLE VII

### Insurance

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

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

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

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

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

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



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

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

## ARTICLE VIII

### Ownership of Documents

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

## ARTICLE IX

### Financial Statement

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

## ARTICLE X

### Successors and Assigns

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

## ARTICLE XI

### Subcontractors

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

## ARTICLE XII

### Suspension

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

## ARTICLE XIII

### Termination

#### A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the DESIGN SECTION ENGINEER. Upon termination and within ten (10) days of said termination, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report, in form satisfactory to the Chief Engineering Officer of the TOLLWAY, including information as to all the services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief

Engineering Officer of the TOLLWAY. The TOLLWAY will review the Progress Report and services and determine the percentage of the work required to be performed under this Agreement that has been completed by the DESIGN SECTION ENGINEER. In case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineering Officer shall be final. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall, additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to date of termination in accordance with the requirements of the Design Section Engineer's Manual for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

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

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

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

#### **B. Termination for Cause**

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

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

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

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

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

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

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

#### C. Termination due to Lack of an Appropriation

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

### ARTICLE XIV

#### Solicitations

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

## ARTICLE XV

### Record Retention and Audit

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

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

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

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

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

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

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

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

## ARTICLE XVI

### Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at RS&H, Inc., 525 Dunham Rd. Suite 20, St. Charles, Illinois, 60175, 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-17-4677 the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

RS&H INC. /  
TOLTZ, KING, DUVALL, ANDERSON  
AND ASSOCIATES, INC.

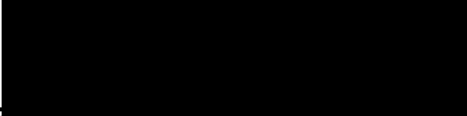
By  9/2/17  
Chair/Executive Director-Signature Date  
Robert Schillerstrom/Greg Bedalov

 8-14-2017  
President-Signature Date  
RS&H, Inc.

APPROVED:

DAVID T. SWEENEY  
Printed Name as Signed Above

 9/19/17  
Chief Financial Officer - Signature Date  
Michael Colsch

 8-15-2017  
President-Signature Date  
Toltz, King, Duvall, Anderson and  
Associates, Inc.

APPROVED:

KEVIN R. CULLEN  
Printed Name as Signed Above

 9/13/17  
General Counsel - Signature Date  
Elizabeth Oplawski

Approved as to Form and Constitutionality  
 9-13-2017  
Attorney General, State of Illinois - Robert Lane - Signature Date

**DESIGN SECTION ENGINEER PROPOSAL**  
**FOR CONTRACT NUMBER I-17-4677**

This proposal, dated August 7, 2017, is submitted by RS&H, Inc. of St. Charles, Illinois / Toltz, King, Duvall, Anderson and Associates, Inc. of St. Paul, Minnesota for Design Section Engineer's Service.

**DESCRIPTION/LOCATION OF DESIGN SECTION**

The location of the construction Contract I-17-4677 for which we propose to provide Design Section Engineering Services is Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard, in Cook & DuPage 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 \$ 8,000,000.00 (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 31<sup>st</sup> must be submitted to the TOLLWAY no later than February 28<sup>th</sup> 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 15<sup>th</sup>.

**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-17-4677**

**SUBMITTED BY:**

**FIRM NAME:** RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc.

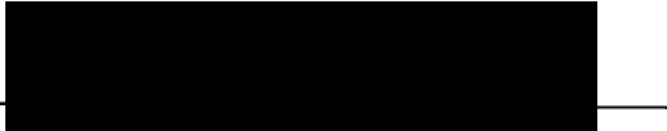
**ADDRESS:** 525 Duhnam Rd. Suite 20

**CITY, STATE &  
ZIP CODE:** St. Charles, IL 60175

**TELEPHONE:** 630-505-1991

**FACSIMILE:** 630-524-4432

**SIGNED BY:**



**PRINTED NAME:** Preston Keefe

**TITLE:** Vice President

**ILLINOIS TOLLWAY CONTRACT NO.:**

I-17-4677

**CONTRACTOR (NAME):**

RS&H, 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/legislation/ilcs/ilcs.asp>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
18. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive

termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

**25.3 VENDOR SUPPLEMENTAL PROVISIONS**

Vendor Supplemental Provisions:




**STATE OF ILLINOIS**  
**SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS**

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

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

The Illinois State Toll Highway Authority hereby agrees to the exceptions provided by RS&H, Inc. and to the Additional Terms and Conditions provided by RS&H, Inc.

Agreed: RS&H, Inc.	Agreed: Illinois State Toll Highway Authority
By: Preston W. Keefe, PE	By:
Signed: 	Signed:
Position: Vice President	Position:
Date: August 9, 2017	Date:



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

**Date:** August 9, 2017      **Project Number:** I-17-4677  
**Project Name:** Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard

**DELINQUENT DEBT REVIEW**

Sub Consultant Disclosure.

Will you be using any sub-consultants?     Yes     No

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

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

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

**CONTRACTOR/CONSULTANT**

**Consultant:** RSHTKS TM  
RS&H, Inc.

**Federal Employment Identification Number (FEIN)** [REDACTED]

**E-Mail:** Preston.keefe@rsandh.com

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

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

<u>Sub-Consultant(s)</u>	<u>Sub-Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Percentage of Contract (to extent known)</u>
Tolz, King, Duvall, Anderson, and Associates, Inc.	[REDACTED]	5151 Mochel Dr #205, Downers Grove, IL 60515	Teaming Partner, Structural Design, Railroad Coordination and Permits	8.27%
Delta Engineering Group, LLC	[REDACTED]	111 Jackson Blvd., #910 Chicago, Illinois 60604	Lighting Design	4.47%

GSG Consultants, Inc.	855 West Adams Street, #200 Chicago, Illinois 60607	Geotechnical Engineering	6.95%
Environmental Design International, Inc.	33 West Monroe Street, Suite 1825 Chicago, Illinois 60603	Survey	2.44%
Rubinos & Mesia Engineers, Inc.	200 S. Michigan Avenue, Suite 1500 Chicago, Illinois 60604	Roadway Design, Structural Design, QA/QC Structures	24.56%
Aqua Vitae Engineering, LLC		Erosion Control / Drainage Assistance	2.00%
Cooper Zietz Engineers, Inc. dba Akana	P.O. Box 292, Western Springs, Illinois 60558	Partnering for Growth – Roadway Engineering	1.00%

Signature: \_\_\_\_\_

Date: August 9, 2017

Printed Name: Preston Keefe

**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: RS&H, 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<br>medical and/or health care services                | <input type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> C = corporation   |
|   | <input type="checkbox"/> P = partnership   |

Signature of Authorized Representative: 

Date: August 9, 2017

# Certificate of Registration

STATE BOARD OF ELECTIONS

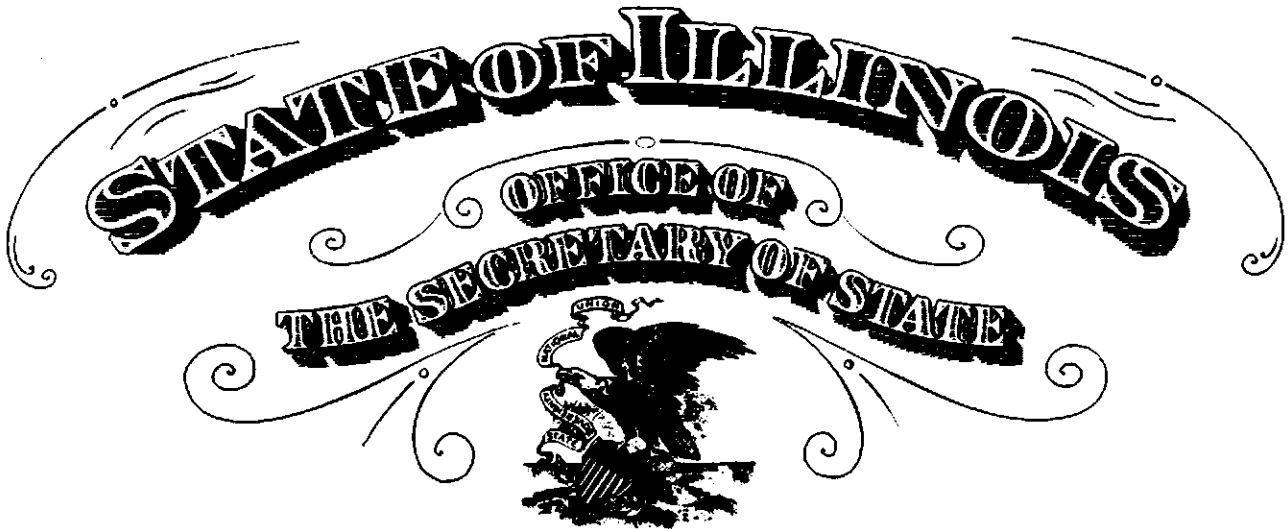
Registration No. 13519

**RS&H, Inc.**  
10748 Deerwood Park Boulevard South  
Jacksonville FL 32256

Information for this business last updated on:  
Wednesday, August 16, 2017

Certificate produced on Wednesday, August 16, 2017 at 11:03 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*

RS&H, INC., INCORPORATED IN FLORIDA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON NOVEMBER 04, 1998, 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 TRANSACT 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 27TH day of JUNE 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
---------	----------------	-------	-----------------	-------------------	----------	---------	----------------	-------------	---------------

RS&amp;H, Inc.

System Vendor Number: 20690536

[Return to Main Form](#)

## Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	6/16/2017
STATUS	Accepted
BUSINESS NAME	RS&H, Inc.
POINT OF CONTACT	<a href="#">Ann Daniels</a>
FLAG FORM	<a href="#">Add Flag</a>

## A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	100
2. NAME OF CEO/BUSINESS OWNER	David Sweeney	100
3. ANNUAL SALES/GROSS RECEIPTS	210,000,000.00	100
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	12/31/1989	100
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	100
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Ann Daniels	100
CONTACT PERSON TITLE	Senior Administrative Assistant	
CONTACT PERSON PHONE	630-364-5210	
CONTACT PERSON EMAIL	ann.daniels@rsandh.com	

## B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	State Agency	100
---	--------------	-----

**Vendor Registration: View Form**

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

RS&H, Inc. System Vendor Number: 20090536

[Return to Main Form](#)

Vendor Registration	
<b>FORM NAME</b>	C. Small Business Set-Aside Program
<b>DESCRIPTION</b>	Complete the Small Business Set-Aside Program form
<b>DATE SUBMITTED</b>	6/16/2017
<b>STATUS</b>	Accepted
<b>BUSINESS NAME</b>	RS&H, Inc.
<b>POINT OF CONTACT</b>	<a href="#">Ann Daniels</a>
<b>FLAG FORM</b>	<a href="#">Add Flag</a>

C. Small Business Set-Aside Program	
1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	No <span style="float: right;">1/2</span>

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



**Vendor Registration: View Form**

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

RS&H, Inc.

System Vendor Number: 20090536

Return to Main Form

Vendor Registration	
<b>FORM NAME</b>	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
<b>DESCRIPTION</b>	Complete section D and E, in order to submit this form.
<b>DATE SUBMITTED</b>	6/16/2017
<b>STATUS</b>	Accepted
<b>BUSINESS NAME</b>	RS&H, Inc.
<b>POINT OF CONTACT</b>	<u>Ann Daniels</u>
<b>FLAG FORM</b>	<u>Add Flag</u>

D. Department of Human Rights (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	1052 <span style="float: right;">7/0</span>
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. <span style="float: right;">7/0</span> 103008-00 10/28/2020

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 <span style="float: right;">7/0</span>

Additional Information	
STAFF ATTACHED FILE(S)	<div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">Attach File</div> <p style="font-size: small; margin-top: 5px;"><u>Refresh List</u> after attaching file(s).</p>

## Vendor Registration: View Form

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

RS&H, Inc. System Vendor Number: 20090536

[Return to Main Form](#)

## Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	6/16/2017
STATUS	Accepted
BUSINESS NAME	RS&H, Inc.
POINT OF CONTACT	<a href="#">Ann Daniels</a>
FLAG FORM	<a href="#">Add Flag</a>

## 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. 70

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 70

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 70

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 70

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 70

Yes

EXHIBIT "1"

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

EXHIBIT "1"

Page 26 of 295

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

EXHIBIT "1"

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

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

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.

13519

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

[Customer Support](#)

Copyright © 2017 82Gnow. All rights reserved.

[Home](#) | [Help](#) | [Print This Page](#) | [Print To PDF](#)

**Vendor Registration: View Form**

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

RS&H, Inc. System Vendor Number: 20090536

[Return to Main Form](#)

Vendor Registration	
<b>FORM NAME</b>	H. Iran Disclosure
<b>DESCRIPTION</b>	Complete section H, in order to submit this form.
<b>DATE SUBMITTED</b>	6/16/2017
<b>STATUS</b>	Accepted
<b>BUSINESS NAME</b>	RS&H, Inc.
<b>POINT OF CONTACT</b>	<a href="#">Ann Daniels</a>
<b>FLAG FORM</b>	<a href="#">Add Flag</a>

H. Iran Disclosure
<p>1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? <span style="float: right;">700</span></p> <p style="margin-left: 20px;">No business operations to disclose.</p>

Additional Information
<p>STAFF ATTACHED FILE(S)</p> <div style="text-align: center; margin: 10px 0;"> <span style="border: 1px solid black; padding: 5px 15px; cursor: pointer;">Attach File</span> </div> <p style="text-align: center; font-size: small;">Refresh List after attaching file(s).</p>

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

IPB Reference #: 22040243      Procurement/Contract #: I-17-4677

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 #: 20090536    IPG Expiration Date: June 23, 2018

**2. Certification Timely to this Solicitation or Contract**

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012).  Yes  No

**3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)**

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.  Yes  No

**4. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)**

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.  Yes  No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

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

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

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

**5. Disclosure of Current and Pending Contracts**

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

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

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
ISTHA	Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard	Proposal	TBD	ISTHA Project No. I-17-4677 IPB No. 22040243
IDOT	Reconstruction from 0.2 miles West of Logemann Road to Rush St. in Stockton, Phase II Engineering Services for Contract Plan Preparation, Jo Daviess County, Region Two /District Two	Pending Contract	\$800,000	PTB 182-9
IDOT	FAP 303 (US 20 BR) West State Street	Contract	\$613,342	PTB 168-16
IDOT	IL Rt. 38 at Winfield Road Intersection Phase II	Contract – Project on hold	\$210,906	PTB 167-13
IDOT	Rand Road over Des Plaines River	Contract – Project on hold	\$1,088,995	PTB 156-17
ISTHA	I-88 from US 30 to US 52 Phase III	Contract – almost complete	\$449,869.57	RR-13-5660

**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.



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

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: RS&H, Inc.

Phone: 630-505-1991

Street Address: 525 Dunham Road, Suite 20

Email: preston.keefe@rsandh.com

City, State, Zip: St. Charles, Illinois 60174

Vendor Contact: Preston Keefe, PE

Signature: \_\_\_\_\_

Date: August 9, 2017

Printed Name: Preston W. Keefe, PE


Title: Vice President

**Vendor Registration: View**

<a href="#">General</a>	<a href="#">Public Profile</a>	<a href="#">Users</a>	<a href="#">Commodity Codes</a>	<a href="#">Contacts &amp; Owners</a>	<a href="#">Comments</a>	<a href="#">Reviews</a>	<a href="#">Certifications</a>	<a href="#">Site Visits</a>	<a href="#">Registrations</a>
RS&H, Inc.								System Vendor Number: 20090038	

Vendor Registration	
TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	6/16/2017
STATUS	Accepted
REVIEWER	<a href="#">Caleb Adams</a>
DATE REVIEWED	6/23/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	6/23/2018
FLAG FORM	<a href="#">Add Flag</a>

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

Entity Information	
BUSINESS NAME	RS&H, Inc.
CONTACT FOR THIS SUBMISSION	<a href="#">Ann Daniels (change contact)</a>
PRIMARY CONTACT EMAIL	<a href="mailto:ann.daniels@rsandh.com">ann.daniels@rsandh.com</a>
PHONE	713-914-4455
FAX	713-914-0155
COMPANY EMAIL	<a href="mailto:donald.gienn@rsandh.com">donald.gienn@rsandh.com</a>
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	10748 Deerwood Park Boulevard South Jacksonville, FL 32256 <a href="#">(edit address)</a>

Vendor Registration: View Form

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

RS&H, Inc. System Vendor Number: 20090536

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	6/16/2017
STATUS	Accepted
BUSINESS NAME	RS&H, Inc.
POINT OF CONTACT	Ann Daniels
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest					
A. IDENTIFY THE APPLICABLE ENTITY TYPE.	Y <sub>20</sub>				
Privately Held Entity with more than 100 shareholders					
B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS?	Y <sub>20</sub>				
No					
C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST	Y <sub>20</sub>				
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?	Y <sub>20</sub>				
Yes, the information is not publicly available (If any <u>individuals</u> are listed, answer Yes or No to questions 5-8 and 11-20.)					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Document</th> <th style="width: 40%;">Status</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">List of individuals or entities meeting one or more of the listed thresholds. <u>1PG percent of ownership and distributive income (PDF)</u></td> <td style="padding: 2px;">Attached by Ann Daniels on 6/15/2017</td> </tr> </tbody> </table>	Document	Status	List of individuals or entities meeting one or more of the listed thresholds. <u>1PG percent of ownership and distributive income (PDF)</u>	Attached by Ann Daniels on 6/15/2017	
Document	Status				
List of individuals or entities meeting one or more of the listed thresholds. <u>1PG percent of ownership and distributive income (PDF)</u>	Attached by Ann Daniels on 6/15/2017				
2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1.	Y <sub>20</sub>				
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.	Y <sub>20</sub>				
Yes					

EXHIBIT "1"

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

**Not applicable - For-Profit Entity**

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

No

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

No

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

No

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

No

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

No

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

No

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

No

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

No

EXHIBIT "1"

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

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? P

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? P

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? P

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? P

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? P

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. P

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. P

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. P

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. P

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. P

No

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

Vendor Name: RS&H, Inc.

DBA: N/A

**INSTRUCTIONS:**

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Andrews, Donald G.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	Click here to enter text.	\$516,999	Click here to enter text.	\$516,999
Avitabile, James R.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	Click here to enter text.	\$533,386	Click here to enter text.	\$533,386
Bottaro, John J.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	Click here to enter text.	\$1,458,160	Click here to enter text.	\$1,458,160
Bowen, Jeffery L.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	Click here to enter text.	\$468,270	Click here to enter text.	\$468,270
Bowler, Theresa W.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	Click here to enter text.	\$289,432	Click here to enter text.	\$289,432
Brown, Gale M.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256		\$225,302		\$225,302
Chandler, Darrell B.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256		\$113841		\$113841

State of Illinois Chief Procurement Office  
IL Procurement Gateway: Percentage of Ownership and Distributive Income Form  
V:15.1

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

Chesser, Rick E.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$744,876	\$744,876	\$744,876
Clayton, Daniel J.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$940,623	\$940,623	\$940,623
Cochran, Jamie A.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$114,574	\$114,574	\$114,574
Cole, Darold F.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$317,020	\$317,020	\$317,020
Critcher, Chad H.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$207,757	\$207,757	\$207,757
Davidson, Mark A.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$487,993	\$487,993	\$487,993
Debellis, Jonathan	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$507,022	\$507,022	\$507,022
Del Guidice, John A.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$116,284	\$116,284	\$116,284
Dixon, Michael S.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$233,046	\$233,046	\$233,046
Easley, Jeffery V.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$331,661	\$331,661	\$331,661
Finger, G. Wayne	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$275,638	\$275,638	\$275,638
Forst, Jesse J.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$187,913	\$187,913	\$187,913
Fritts Jr., Charles W.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$317,602	\$317,602	\$317,602
Full, David J.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$355,982	\$355,982	\$355,982
Geiger, Douglas D.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$430,923	\$430,923	\$430,923
Glenn, Donald R.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$626,485	\$626,485	\$626,485
Graves, Edwin Hoyt	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$544,258	\$544,258	\$544,258
Greene, Christopher M.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$281,809	\$281,809	\$281,809

State of Illinois Chief Procurement Office  
IL Procurement Gateway: Percentage of Ownership and Distributive Income Form  
V.15.1

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

Griffin, Edward R.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$306,452	\$306,452	\$306,452
Hammett, Richard C.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$126,082	\$126,082	\$126,082
Harrill, Stephen G.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$398,468	\$398,468	\$398,468
Hauenstein, Stephen F.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$322,554	\$322,554	\$322,554
Hawkes, James P.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$181,703	\$181,703	\$181,703
Haynes, Jack R.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$404,549	\$404,549	\$404,549
Hirsch, Mark W.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$137,407	\$137,407	\$137,407
Hogan, William P.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$269,588	\$269,588	\$269,588
Hullett Jr., James W.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$181,621	\$181,621	\$181,621
Hutchins Jr., Paul F.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$450,647	\$450,647	\$450,647
Jackson, Joseph P.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$449,515	\$449,515	\$449,515
Jacobson, Kenneth R.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$1,239,766	\$1,239,766	\$1,239,766
Kercsamar, John C.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$143,599	\$143,599	\$143,599
Kline, Ronald R.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$157,710	\$157,710	\$157,710
Kristoff Jr., Daniel	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$188,155	\$188,155	\$188,155
Lopez, Jaime C.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$506,748	\$506,748	\$506,748
McCarthy, Michael L.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$163,462	\$163,462	\$163,462
Mendez, William	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$271,645	\$271,645	\$271,645

State of Illinois Chief Procurement Office  
IL Procurement Gateway: Percentage of Ownership and Distributive Income Form  
V.15.1



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

Moore, Steven W.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$133,221	\$133,221	\$133,221
Mykyta, James M.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$107,523	\$107,523	\$107,523
Pehling, John M.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$984,118	\$984,118	\$984,118
Ratliff, James R.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$349,348	\$349,348	\$349,348
Reed, Brian P.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$173,919	\$173,919	\$173,919
Rixom, Shane M.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$320,166	\$320,166	\$320,166
Robert, Lisa M.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$224,576	\$224,576	\$224,576
Robertson, Janet	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$295,205	\$295,205	\$295,205
Sandifer, William C.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$218,424	\$218,424	\$218,424
Schwab, Philip R.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$321,916	\$321,916	\$321,916
Schwanebeck, John D.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$275,764	\$275,764	\$275,764
Searight, Benjamin D.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$115,434	\$115,434	\$115,434
Slater, Thomas S.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$127,233	\$127,233	\$127,233
Squire, James	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$324,643	\$324,643	\$324,643
Stokes Jr., Jerry W.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$114,716	\$114,716	\$114,716
Sweeney, David T.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$650,254	\$650,254	\$650,254
Vascellaro, Michael P.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$180,169	\$180,169	\$180,169
Walz, John F.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	\$628,380	\$628,380	\$628,380

State of Illinois Chief Procurement Office  
 II. Procurement Gateway: Percentage of Ownership and Distributive Income Form  
 V.15.1

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

Weerasuriya, Sunjeeva	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256		\$138,666		\$138,666
Wheeler, Andrew P.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256		\$440,198		\$440,198
Crump Jr., John M.	10748 Deerwood Park Blvd. South, Jacksonville, FL 32256	7%		7%	

**Biggs, Susan**

---

**From:** Ryan, Mary Jo  
**Sent:** Friday, August 11, 2017 12:12 PM  
**To:** Biggs, Susan  
**Cc:** Lanzo, Paul  
**Subject:** RE: I-17-4677 - Toltz, King, Duvall, Anderson and Associates, Inc. - AUGUST Board - Disclosure Review, IPB# 22040243

Sue,

Disclosures are approved to move forward for the following:

- 1) Toltz, King, Duvall, Anderson and Associates, Inc.

Thank you,

Mary Jo Ryan  
Illinois State Toll Highway Authority – PMO Team  
2700 Ogden Avenue  
Downers Grove, IL 60515  
Office: 630-241-6800 x 2644  
Email: [miryan@getipass.com](mailto:miryan@getipass.com)

---

**From:** Biggs, Susan  
**Sent:** Thursday, August 10, 2017 2:59 PM  
**To:** Ryan, Mary Jo  
**Cc:** Lanzo, Paul  
**Subject:** I-17-4677 - Toltz, King, Duvall, Anderson and Associates, Inc. - AUGUST Board - Disclosure Review, IPB# 22040243

Mary Jo,

The following Financial Disclosure has been provided for your review and the Prime Consultant has been added to the spreadsheet.

I-17-4677 - Toltz, King, Duvall, Anderson and Associates, Inc.

This is an August Board agenda item. PSB 17-3 – IBP Notice 22040243.

Please note that Toltz, King, Duvall, Anderson and Associates, Inc. is a partner in a teaming agreement with RS&H, Inc. whose disclosures will be submitted separately.

Please let me know if you need any additional information.

Thanks,  
Sue Biggs



**ILLINOIS TOLLWAY**  
**STANDARD BUSINESS TERMS AND CONDITIONS**

**ILLINOIS TOLLWAY CONTRACT NO.:**                     I-17-4677                    

**CONTRACTOR/CONSULTANT NAME:** Toltz, King, Duvall, Anderson and Associates, 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; however, any use of work product by the State other than for

the specific purpose intended shall be at the State's sole risk and without liability to Vendor. 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, to the extent they arise 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 VENDOR 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.~~Not used
  - 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.~~Not used
  - 22.3 ~~Vendor warrants that all~~All services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
23. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
  - 23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's

ability to perform the contract.

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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



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

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

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

**25.3 VENDOR SUPPLEMENTAL PROVISIONS**



Vendor Supplemental Provisions:

**STATE OF ILLINOIS**  
**SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS**

Toltz, King, Duvall, Anderson and Associates, 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.
	<b>STANDARD TERMS AND CONDITIONS</b>
<b>Section/ Subsection #</b>	State the exception such as "add," "replace," and/or "delete."
<u>8</u>	<u>Addition as indicated above</u>
<u>9</u>	<u>Addition and deletions as indicated above</u>
<u>22</u>	<u>Addition and deletions as indicated above</u>
	<b>ADDITIONAL TERMS AND CONDITIONS</b>
<b>New Provision(s), # et. seq.</b>	<b>Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.</b>

The Illinois State Toll Highway Authority hereby agrees to the exceptions provided by Toltz, King, Duvall, Anderson and Associates, Inc. and to the Additional Terms and Conditions provided by Toltz, King, Duvall, Anderson and Associates, Inc.

Agreed: <u>Toltz, King, Duvall, Anderson and Associates, Inc.</u>	Agreed: The Illinois State Toll Highway Authority
By: <u>Kevin R. Cullen, PE</u>	By: <u>Paul D. Kovacs, PE</u>
Signed: 	Signed: 
Position: <u>Vice President</u>	Position: <u>Chief Engineering Officer</u>
Date: <u>August 9, 2017</u>	Date: <u>8-21-17</u>



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

**Date:** June 21, 2017 **Project Number:** I-17-4677

**Project Name:** Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard

**CONTRACTOR/  
CONSULTANT  
DELINQUENT DEBT REVIEW**

Sub-Contractor/Consultant Disclosure

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

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

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

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

**Contractor/Consultant:** RSHTKS TM; Toitz, King, Duvall, Anderson and Associates, Inc.

**Federal Employment Identification Number (FEIN):** [REDACTED]

**E-Mail:** kevin.cullen@tkda.com

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

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

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
<u>All subconsultants are provided under RS&amp;H, Inc. as the Team Lead.</u>				

**Signature:** [REDACTED]

**Date:** August 9, 2017

**Printed Name:** Kevin R. Cullen, PE; TKDA Vice President

**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name: N/A

Business Name: Toltz, King, Duvall, Anderson and Associates, Inc.

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

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

Signature of Authorized Representative: 

Kevin R. Cullen, PE; Vice President

Date: August 9, 2017

# Certificate of Registration



**Registration No. 13358**

**TOLTZ KING DUVALL ANDRSN & ASSC INC**

**33 NORTH LASALLE STREET**

**CHICAGO IL 60602**

**Information for this business last updated on:**

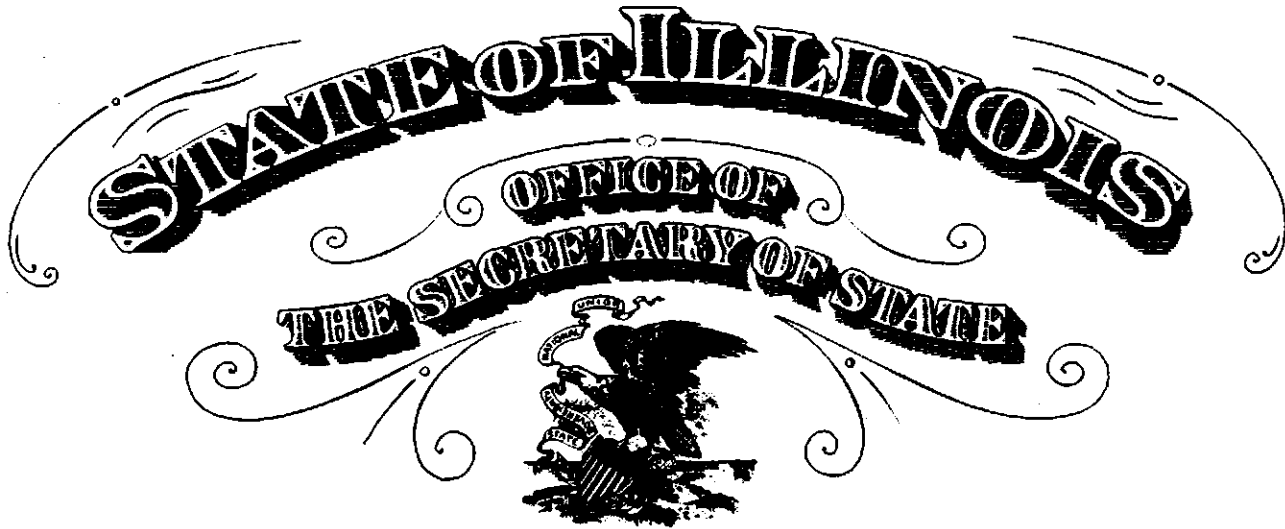
**Wednesday, July 27, 2016**

Certificate produced on Monday, March 27, 2017 at 9:05 AM



**EXHIBIT "1"**

**Page 52 of 295**



**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*

TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED, INCORPORATED IN MINNESOTA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON AUGUST 05, 1991, 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 TRANSACT 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 22ND day of JUNE 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

**TOLTZ, KING, DUVALL, ANDERSON ASSOCIATES**

System Vendor Number: 20142775

Return to Main Form

Vendor Registration	
<b>FORM NAME</b>	A - B. Business Information & Additional Information
<b>DESCRIPTION</b>	Complete section A and B, in order to submit this form.
<b>DATE SUBMITTED</b>	6/27/2017
<b>STATUS</b>	Accepted
<b>BUSINESS NAME</b>	TOLTZ, KING, DUVALL, ANDERSON ASSOCIATES
<b>POINT OF CONTACT</b>	<a href="#">Barbara Szopinski</a>
<b>FLAG FORM</b>	<a href="#">Add Flag</a>

A. Business Information	
<b>1. YOUR BUSINESS IS REGISTERING AS A</b>	Prime contractor and subcontractor <span style="float: right;">PA</span>
<b>2. NAME OF CEO/BUSINESS OWNER</b>	William E. Deitner <span style="float: right;">PA</span>
<b>3. ANNUAL SALES/GROSS RECEIPTS</b>	1439228 <span style="float: right;">PA</span>
<b>4. WHEN WAS YOUR BUSINESS ESTABLISHED?</b>	08/05/1991 <span style="float: right;">PA</span>
<b>5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?</b>	The business conducts business statewide. <span style="float: right;">PA</span>
<b>6. CONTACT PERSON FOR THIS VENDOR REGISTRATION</b>	Barbara Szopinski <span style="float: right;">PA</span>
<b>CONTACT PERSON TITLE</b>	Executive Assistant
<b>CONTACT PERSON PHONE</b>	651-292-4549
<b>CONTACT PERSON EMAIL</b>	barbara.szopinski@tkda.com

B. Additional Information	
<b>1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?</b>	Chief Procurement Office (CPO) <span style="float: right;">PA</span>

### Vendor Registration: View Form

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

**TOLTZ, KING, DUVALL, ANDERSON ASSOCIATES**

System Vendor Number: 20142775

[Return to Main Form](#)

Vendor Registration	
FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	6/27/2017
STATUS	Accepted
BUSINESS NAME	TOLTZ, KING, DUVALL, ANDERSON ASSOCIATES
POINT OF CONTACT	<a href="#">Barbara Szopinski</a>
FLAG FORM	<a href="#">Add Flag</a>

C. Small Business Set-Aside Program	
1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	No <span style="float: right;">10</span>

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



**Barbara A. Szopinski**

---

**From:** IDHR.PublicContracts <IDHR.PublicContracts@Illinois.gov>  
**Sent:** Monday, July 03, 2017 11:11 AM  
**To:** Barbara A. Szopinski  
**Subject:** Confirmation Letter - Attached is your company's Confirmation Letter indicating its eligibility and expiration date.

ILLINOIS DEPARTMENT OF  
**Human Rights**

Bruce Rauner, Governor  
Janice Glenn, Acting Director

IDHR #: 135063-00  
Date Eligible: 06/30/2017  
Expires on: 06/30/2022

BARBARA SZOPINSKI  
EXECUTIVE ASSISTANT  
TOLZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INC.  
444 CEDAR STREET, SUITE 1500  
SAINT PAUL, MN 55101

## CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

**DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS.** Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration

invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

**IDHR PCU (01-2010)**

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942

222 South College Street, Room 101, Springfield, IL 62704, (217) 785-5100

2309 West Main Street, Marion, IL 62959 (618) 993-7463

[www.state.il.us/dhr](http://www.state.il.us/dhr)

**State of Illinois - CONFIDENTIALITY NOTICE:** The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.

**Vendor Registration: View Form**

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

**TOLTZ, KING, DUVAL, ANDERSON ASSOCIATES**



System Vendor Number: 20142775

[Return to Main Form](#)

 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	6/27/2017
STATUS	Accepted
BUSINESS NAME	TOLTZ, KING, DUVAL, ANDERSON ASSOCIATES
POINT OF CONTACT	<a href="#">Barbara Szopinski</a>
FLAG FORM	<a href="#">Add Flag</a>

D. Department of Human Rights (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	244 
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year.  136063-00 7/24/2017

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)	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Attach File</div> <a href="#">Refresh List</a> after attaching file(s).

## Vendor Registration: View Form

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

TOLTZ, KING, DUVALL, ANDERSON ASSOCIATES

System Vendor Number: 20142775

Return to Main Form

## Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	6/27/2017
STATUS	Accepted
BUSINESS NAME	TOLTZ, KING, DUVALL, ANDERSON ASSOCIATES
POINT OF CONTACT	<u>Barbara Szopinski</u>
FLAG FORM	<u>Add Flag</u>

## F. Certifications

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES, CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT. 700

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 385/3 700

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 700

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 600/25-80 700

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 500/50-5 700

Yes

EXHIBIT "1"

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

EXHIBIT "1"

Page 60 of 295

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 60-37 VENDOR WILL NOT MAKE A POLITICAL

EXHIBIT "1"

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

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

N/A

G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

13358

Additional Information

STAFF ATTACHED FILE(S)



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

[Customer Support](#)

Copyright © 2017 B2Gnow. All rights reserved.

[Home](#) | [Help](#) | [Print This Page](#) | [Print To PDF](#)

### Vendor Registration: View Form

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

**TOLTZ, KING, DUVAL, ANDERSON ASSOCIATES**

System Vendor Number: 20142775

[Return to Main Form](#)

Vendor Registration	
<b>FORM NAME</b>	H. Iran Disclosure
<b>DESCRIPTION</b>	Complete section H, in order to submit this form.
<b>DATE SUBMITTED</b>	6/27/2017
<b>STATUS</b>	Accepted
<b>BUSINESS NAME</b>	TOLTZ, KING, DUVAL, ANDERSON ASSOCIATES
<b>POINT OF CONTACT</b>	<a href="#">Barbara Szopinski</a>
<b>FLAG FORM</b>	<a href="#">Add Flag</a>

H. Iran Disclosure
<p>1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? <span style="float: right;">1/0</span></p> <p style="margin-left: 20px;">No business operations to disclose.</p>

Additional Information
<p>STAFF ATTACHED FILE(S)</p> <div style="text-align: center; margin-top: 10px;">  </div> <p style="text-align: center; font-size: small; margin-top: 5px;"><a href="#">Refresh List</a> after attaching file(s).</p>

**Customer Support**

Copyright © 2017 B2Gnow. All rights reserved.

[Home](#) | [Help](#) | [Print This Page](#) | [Print To PDF](#)



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

IPB Reference #: 22040243      Procurement/Contract #: I-17-4677

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 #: 20142775      IPG Expiration Date: June 29, 2018

**2. Certification Timely to this Solicitation or Contract**

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012).  Yes  No

**3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)**

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.  Yes  No

**4. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)**

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.  Yes  No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

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

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

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

**5. Disclosure of Current and Pending Contracts**

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

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

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
None	None	None	None	None

**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: Toltz, King, Duvall Anderson and Associates, Inc.

Phone: 651.292.4400

Street Address: 444 Cedar Street, Suite 1500

Email: kevin.cullen@tkda.com

City, State, Zip: Saint Paul, MN 55101

Vendor Contact: Kevin R. Cullen, PE

Signature: \_\_\_\_\_

Date: August 9, 2017

Printed Name: \_\_\_\_\_

Title: Vice President

**Vendor Registration: View**

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

**TOLTZ, KING, DUVALL, ANDERSON ASSOCIATES**

System Vendor Number: 20142775

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	6/27/2017
STATUS	Accepted
REVIEWER	<u>Stephanie Hill</u>
DATE REVIEWED	6/29/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	6/29/2018
FLAG FORM	<a href="#">Add Flag</a>

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

**TOLTZ, KING, DUVALL, ANDERSON ASSOCIATES**

System Vendor Number: 20142775

Return to Main Form

Vendor Registration	
FORM NAME	<b>I. Financial Disclosure &amp; Conflicts of Interest</b>
DESCRIPTION	<b>Complete the Financial Disclosure &amp; Conflicts of Interest form</b>
DATE SUBMITTED	6/27/2017
STATUS	Accepted
BUSINESS NAME	TOLTZ, KING, DUVALL, ANDERSON ASSOCIATES
POINT OF CONTACT	<u>Barbara Szopinski</u>
FLAG FORM	<u>Add Flag</u>

I. Financial Disclosures & Conflicts of Interest	
A. IDENTIFY THE APPLICABLE ENTITY TYPE.	Y <sup>20</sup>
Privately Held Entity with more than 100 shareholders	
B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS?	Y <sup>20</sup>
No	
C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST	Y <sup>20</sup>
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?	Y <sup>20</sup>
Yes, the information is not publicly available (If any <u>individuals</u> are listed, answer Yes or No to questions 5-8 and 11-20.)	
Document	Status
List of individuals or entities meeting one or more of the listed thresholds. <u>2016-Ownership Interest Names.pdf</u> (PDF, 75.32 KB)	Attached by Barbara Szopinski on 6/27/2017
<u>IPG Percentage of Ownership and Distributive Income Form(1).docx</u> (DOCX, 125.96 KB)	
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.	Y <sup>20</sup>
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	Y <sup>20</sup>

EXHIBIT "1"

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES. 730

**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? 730

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? 730

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? 730

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? 730

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)? 730

No

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)? 730

No

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR. 730

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. 730

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? 730

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 730

EXHIBIT "1"

THE PREVIOUS 2 YEARS?

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

EXHIBIT "1"

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

Vendor Name: Toltz, King, Duvall, Anderson and Associates, Incorporated

DBA: TKDA

**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
See Attached	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

First Name	Total Shares	% of Ownership	\$ Value of Ownership
DEITNER,WILLIAM	2046.618246	3.62%	842,483.26
AHERN,JOHN	1350.383839	2.39%	568,869.07
STONEBURNER,THOMAS	1332.934035	2.36%	563,033.51
CULLEN,KEVIN	1233.201492	2.18%	524,764.59
JONES,BRADLEY	1265.414555	2.24%	518,937.41
BELLEFEUILLE,JAMES	1170.030752	2.07%	482,883.15
DENIS,JOHN	1093.236588	1.93%	452,147.33
FIEDLER,LON	1037.101444	1.84%	427,002.61
STUDENSKI,JAMES	1001.637762	1.77%	413,630.27
SANDERS,JOHN	996.235336	1.76%	410,103.55
JOHNSON,DEAN	954.636520	1.69%	407,581.86
VANGSTAD,TIMOTHY	987.715825	1.75%	404,152.89
MILLNER,GOTTFRIED	945.941213	1.67%	388,247.97
YOBIE,JOSEPH	926.365411	1.64%	385,339.49
CHALUPNIK,TIMOTHY	880.687261	1.56%	363,833.12
RYDEL,MICHAEL	848.539114	1.50%	350,422.76
POORE-LARSON,KATHRYN	825.586903	1.46%	342,313.42
FARMER,BRET	763.952440	1.35%	338,395.26
ESBOLDT,DAVID	799.747523	1.42%	331,975.59
JACOBSEN,VERNE	760.628831	1.35%	319,063.70
OLSON,SHANE	771.891961	1.37%	310,187.69
EMMONS,STEVEN	747.367972	1.32%	306,790.53
DAUBENBERGER,MARK	727.342196	1.29%	300,766.84
BOYER,PETER	694.806443	1.23%	297,836.42
SCHARDIN,CHRISTOPHER	714.965589	1.27%	297,561.49
OSTMAN,ARTHUR	715.392171	1.27%	295,716.64
BARLOW,GREGORY	652.778540	1.16%	289,709.40
LAWSON,GREGG	695.561615	1.23%	288,702.28
WEAVER,JOSEPH	658.023224	1.16%	282,859.60
LEE,SIM	646.564018	1.14%	280,453.79
SCHLEICHER,STEVEN	639.812493	1.13%	270,311.13
MORSE,CHARLES	629.246673	1.11%	268,605.03
HOSCHKA,JAMES	603.535508	1.07%	264,384.88
PAULSEN,BRENT	579.197226	1.03%	246,700.10
BLUM,PAUL	554.373952	0.98%	240,792.51
GRAY,RICHARD	529.856338	0.94%	225,610.47
WEILAND,MEREDITH	512.902479	0.91%	217,203.50
MCCOLLOW,MATTHEW	504.346472	0.89%	212,032.37
LANDGREN,W. RYDER	487.353155	0.86%	205,718.23
HAMILTON,MARK	487.814765	0.86%	205,494.65
REINERS,MITCHELL	469.872489	0.83%	203,783.28
ISSA,OSSAMA	447.092693	0.79%	201,146.34
KELLEY,BRIAN	416.268543	0.74%	183,996.02
GRATZ,DEAN	366.297591	0.65%	179,614.38
YOUNG,ROBERT	355.428228	0.63%	170,436.53
LINDSEY,DARREN	397.815655	0.70%	169,220.24



WASSMAN, MATTHEW	333.253767	0.59%	153,044.44
SNYDER, KENNETH	329.337856	0.58%	152,473.93
SCHWEICH, ROBERT	315.877942	0.56%	144,765.32
CHRISTENSEN, MATTHEW	313.656295	0.56%	144,669.69
HOSECK, TIMOTHY	314.623998	0.56%	144,178.45
HILGER, ANNETTE	327.194619	0.58%	141,984.31
RYLANDER, CRAIG	290.891591	0.51%	137,270.15
DINNDORF, BRADLEY	292.576716	0.52%	132,650.34
CHRISTENSEN, RUTH	278.387735	0.49%	131,230.75
STUART, MARTIN	248.944452	0.44%	128,077.11
ERICKSON, HANS	272.373967	0.48%	128,072.94
BISHOP, BOBBY	250.626297	0.44%	126,075.80
GUNDERSON, CHAD	264.539995	0.47%	124,772.82
MAYNARD, GLYNE	275.257258	0.49%	121,469.37
QUANBECK, RONALD	243.973292	0.43%	117,914.28
PETERSON, JOHN	254.297741	0.45%	117,857.63
MCLARNON, PATRICK	238.341258	0.42%	114,086.15
ELLESON, REED	243.739708	0.43%	108,871.48

**Address**

444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
1087 Ocean Shores Blvd. SW, Ocean Shores, WA 98569  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101

444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
5151 Michel Dr., Ste. 205, Downers Grove, IL 60515  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101  
444 Cedar St., Suite 1500, St. Paul, MN 55101



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/16/2017

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

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

<b>PRODUCER</b> Harden and Associates 501 Riverside Avenue, Suite 1000 Jacksonville FL 32202		<b>CONTACT NAME:</b> Todd Peters <b>PHONE (A/C No. Ext):</b> 904-354-3785 <b>FAX (A/C No.):</b> 904-634-1302 <b>E-MAIL ADDRESS:</b> tpeters@hardeninsight.com															
<b>INSURED</b> REYNO-1 RS&H, Inc. 10748 Deerwood Park Blvd S Jacksonville FL 32256		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire Insurance Co</td> <td>25615</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: Travelers Property/Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER D: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER E: Lloyds of London</td> <td>35202</td> </tr> <tr> <td>INSURER F: Lloyds London</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Insurance Co	25615	INSURER B: Travelers Indemnity Company	25658	INSURER C: Travelers Property/Casualty Co	25674	INSURER D: Phoenix Insurance Company	25623	INSURER E: Lloyds of London	35202	INSURER F: Lloyds London	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Charter Oak Fire Insurance Co	25615																
INSURER B: Travelers Indemnity Company	25658																
INSURER C: Travelers Property/Casualty Co	25674																
INSURER D: Phoenix Insurance Company	25623																
INSURER E: Lloyds of London	35202																
INSURER F: Lloyds London																	

COVERAGES      CERTIFICATE NUMBER: 2018111359      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	ADDITIONAL INSURER	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		630-4711N755-COF-17	6/28/2017	6/28/2018	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMPOP AGG	\$2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		8104621M601-IND-17	6/28/2017	6/28/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Comp/Coil Deductible	\$1,000/\$1,000
C	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP-3J756369-TIL-17	6/28/2017	6/28/2018	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
								\$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	PJUB915K337418 PVYCNU85386B307	12/1/2016 12/1/2016	12/1/2017 12/1/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L EACH ACCIDENT	\$1,000,000
							E.L DISEASE - EA EMPLOYEE	\$1,000,000
							E.L DISEASE - POLICY LIMIT	\$1,000,000
F E	Professional Liability with Contractors Pollution Liab. Claims Made; 1/1/42 Retro Date			DR1701772000 DR1701773000	6/28/2017 6/28/2017	6/28/2018 6/28/2018	Per Claim Aggregate Retention	\$5,000,000 \$5,000,000 \$50,000

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

Re: project I-17-4677 Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard for the Illinois Tollway  
The Illinois State Toll Highway Authority is included as additional insured as per General Liability and Auto Liability on a primary and non-contributory basis where required by written contract.

\*Cancellation clause is 30 days except for non-payment of premium which is 10 days.

<b>CERTIFICATE HOLDER</b>  Illinois Tollway 2700 Ogden Avenue Downers Grove IL 60515	<b>CANCELLATION</b>  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 
--	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

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

**PROVISIONS**

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

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED – WRITTEN  
CONTRACTS (ARCHITECTS, ENGINEERS AND  
SURVEYORS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:  
Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - CONTINUED

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

AMENDING SCHEDULE OF IL T4 05 03 11, "DESIGNATED ENTITY NOTICE OF

CANCELLATION PROVIDED BY US", PERSON OR ORGANIZATION TO INCLUDE:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ARCHITECTS, ENGINEERS AND SURVEYORS INDUSTRYEDGE<sup>SM</sup> ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

- A. Broadened Named Insured
- B. Incidental Medical Malpractice
- C. Reasonable Force – Bodily Injury Or Property Damage
- D. Non-Owned Watercraft – Increased To Up To 75 feet
- E. Aircraft Chartered With Pilot
- F. Extension Of Coverage – Damage To Premises Rented To You
- G. Personal Injury – Assumed by Contract
- H. Increased Supplementary Payments
- I. Additional Insured – Owner, Manager Or Lessor Of Premises
- J. Additional Insured – Lessor Of Leased Equipment
- K. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises
- L. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations
- M. Who Is An Insured – Newly Acquired Or Formed Organizations
- N. Injury To Co-Employees And Co-Volunteer Workers
- O. Medical Payments Limit
- P. Knowledge And Notice Of Occurrence Or Offense
- Q. Other Insurance Condition
- R. Unintentional Omission
- S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract
- T. Amended Bodily Injury Definition
- U. Amended Insured Contract Definition – Railroad Easement
- V. Additional Definition – Written Contract Requiring Insurance

### **PROVISIONS**

#### **A. BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**

The Named Insured in Item 1. of the Declarations is amended as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. How-

ever, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

#### **B. INCIDENTAL MEDICAL MALPRACTICE**

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission

**COMMERCIAL GENERAL LIABILITY**

committed by any of your "employees" who is employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic, in providing or failing to provide "incidental medical services" or "Good Samaritan services" to a person.

**2. The following is added to the DEFINITIONS Section:**

- a. "Incidental medical services" means medical, surgical, dental, laboratory, x-ray or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances; or first aid.
- b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

**3. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED**

Paragraphs (1) (a), (b), (c) and (d) above do not apply to any of your "employees" who are employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "incidental medical services" or "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

**4. The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

**5. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to you or any of your "employees"

for "bodily injury" that arises out of providing or failing to provide "incidental medical services" or "Good Samaritan services", except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**6. The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" in providing or failing to provide "incidental medical services" or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

**C. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION**

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

**a. Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

**D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET**

**1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

**2. The following is added to SECTION II – WHO IS AN INSURED:**

Any person who, with your expressed or implied consent, either uses or is responsible for the use of a nonowned watercraft that is less than 75 feet and not being used to carry person or property for a charge is included as an insured under this Coverage Part.

**E. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured; and
- (b) Not owned by any insured.

**F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU**

1. The following replaces the last paragraph of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in SECTION III – LIMITS OF INSURANCE

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission

of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

**G. PERSONAL INJURY – ASSUMED BY CONTRACT**

The following replaces Exclusion e., Contractual Liability in Paragraph 2. of SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**H. INCREASED SUPPLEMENTARY PAYMENTS**

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**COMMERCIAL GENERAL LIABILITY**

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:**

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$600 a day because of time off from work.

**I. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES**

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
- b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that "written contract requiring insurance".

2. The insurance provided to such additional insured under this Provision I. is subject to the following provisions:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- b. The insurance afforded to such additional insured does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;
  - (2) Any structural alterations, new construction or demolition operations

performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision I. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**J. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT**

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
- b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- b. The insurance afforded to such additional insured does not apply:
  - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or
  - (2) If the equipment is leased with an operator.

COMMERCIAL GENERAL LIABILITY

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**K. ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS RELATING TO PREMISES**

The following is added to SECTION II - WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

**L. ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS RELATING TO OPERATIONS**

The following is added to SECTION II - WHO IS AN INSURED:

Any state or political subdivision that has issued a permit is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products - completed operations hazard".

**M. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4.a. of SECTION II - WHO IS AN INSURED:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy pe-

riod, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period.

**N. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS**

The following is added to SECTION II - WHO IS AN INSURED:

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of SECTION II - WHO IS AN INSURED do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

**O. MEDICAL PAYMENTS LIMIT**

The following replaces paragraph 7. of SECTION III - LIMITS OF INSURANCE:

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown on the Declarations for Medical Expense Limit.

**P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2. Duties In The Event of Occurrence, Offense, Claim Or

## COMMERCIAL GENERAL LIABILITY

### Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

### Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph 4., Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

#### 4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insur-

ance" by the method described in c. below.

##### b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

COMMERCIAL GENERAL LIABILITY

(2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to SECTION V – DEFINITIONS:

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
  - (1) Another insurance company;
  - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5. of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of LIMITS OF INSURANCE (Section III) applies;
  - (3) Any risk retention group;
  - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
  - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. Representations of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

8. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others to Us of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

- 1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
- 2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
- 3. "Your work"; or
- 4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-

**COMMERCIAL GENERAL LIABILITY**

son, including death resulting from any of these at any time.

**U. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT**

1. Subparagraph c. of the definition of "insured contract" in the DEFINITIONS Section is replaced by the following:
  - c. Any easement or license agreement;
2. Subparagraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

**V. ADDITIONAL DEFINITION - WRITTEN CONTRACT REQUIRING INSURANCE**

The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or written agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Designated Project(s):**

**EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS PERIOD TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.**

#### **Designated Project General Aggregate(s):**

**GENERAL AGGREGATE  
LIMIT SHOWN ON THE  
DECLARATIONS.**

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "project" shown in the Schedule above:**
- 1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate Designated Project General Aggregate(s) are scheduled above.**
  - 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A., except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C, regardless of the number of:
    - a. Insureds;**
    - b. Claims made or "suits" brought; or**
    - c. Persons or organizations making claims or bringing "suits".****
- 3. Any payments made under COVERAGE A. for damages or under COVERAGE C. for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.**
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.**
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C. (SECTION I), which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:**

**COMMERCIAL GENERAL LIABILITY**

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of SECTION III – LIMITS OF INSURANCE is deleted and replaced by the following:**
2. The General Aggregate Limit is the most we will pay for the sum of:
    - a. Damages under Coverage B; and
    - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.**
- E. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:**
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".**
- F. The provisions of SECTION III – LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.**



TOLTKIN-01

AROSS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/16/2017

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).

<b>PRODUCER</b> HUB International Mountain States Limited 245 E. Roselawn Avenue, Suite 31 Saint Paul, MN 55117-1940	<b>CONTACT NAME:</b> Ann Ross <b>PHONE (A/C, No, Ext):</b> (651) 288-5137 <b>FAX (A/C, No):</b> (651) 288-0560 <b>E-MAIL ADDRESS:</b> ann.ross@hubinternational.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Toltz King Duvall Anderson & Associates Inc 444 Cedar St, Suite 1600 St Paul, MN 55101-2140	<b>INSURER A:</b> National Fire Insurance of Hartford <b>NAIC #</b> 20478	
	<b>INSURER B:</b> The Continental Insurance Company <b>36289</b>	
	<b>INSURER C:</b> Valley Forge Insurance Company <b>20508</b>	
	<b>INSURER D:</b> Continental Casualty Company <b>20443</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	


**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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	ADOL (NSD)	SUBR (W/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6042779124	08/28/2017	08/28/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		6042779091	08/28/2017	08/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			6042779110	08/28/2017	08/28/2018	EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6042779107	08/28/2017	08/28/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>PROFESSIONAL LIAB**</b>			AEH008212804	08/28/2017	08/28/2018	EACH CLAIM \$ 5,000,000
D	<b>INCL POLLUTION LIAB</b>			AEH008212804	08/28/2017	08/28/2018	Annual Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
\*\*RETRO DATE 8/28/81 - CLAIMS MADE

CONTRACT #1-17-4677 / PROJECT: ELGIN O'HARA WESTERN ACCESS, DEVON AVENUE TO PRATT BOULEVARD / ILLINOIS STATE TOLL HIGHWAY AUTHORITY REFER TO ATTACHED ENDORSEMENTS FOR ADDITIONAL INSURED STATUS - COVERAGE BECOMES EFFECTIVE ONLY AFTER ALL PARTIES HAVE SIGNED THE CONTRACT REQUIRING THE ADDITIONAL INSURED COVERAGE.

<b>CERTIFICATE HOLDER</b>  THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVE DOWNERS GROVE, IL 60515	<b>CANCELLATION</b>  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 
---	--



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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

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

CNA75079XX (1-15)

Page 1 of 2

Policy No: 6042779124

Endorsement No:

Effective Date: 08/28/2016

Insured Name: **TOLTZ KING DUVALL ANDERSON & ASSOCIATES INC**

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**EXHIBIT "1"**

**Page 92 of 295**



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

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

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

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

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

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

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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



**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. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to Section III, Paragraph A.3.:

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**C. 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.

**D. 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.

**E. Personal Property**

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



<MARKETABLE PRODUCT NAME>

## Commercial General Liability Coverage Part

- e. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

### 2. Exclusions

This insurance does not apply to:

#### a. Expected Or Intended Injury

**Bodily injury** or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

#### b. Contractual Liability

**Bodily injury** or **property damage** for which the **Insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the **Insured** would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an **Insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **Insured contract**, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be damages because of **bodily injury** or **property damage**, provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **Insured contract**; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

#### c. Liquor Liability

**Bodily injury** or **property damage** for which any **Insured** may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that **Insured**; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the occurrence which caused the **bodily injury** or **property damage**, involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

#### d. Workers' Compensation And Similar Laws

Any obligation of the **Insured** under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### e. Employer's Liability

**Bodily injury** to:

CG0001 04-13

Page 2 of 19

# Contract Information Sheet

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

Consultant Name: RS&H, Inc.

Contract Number: I-17-4677

Proposal Date: 8/7/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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



Contract Number: I-17-4677 Consultant: RS&H, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2017												Grand Total Exhibit A Hours	TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Concept													862	1112	1974
PS&E Documents															68
QA/QC													16	20	36
PM & Admin													80	40	120
Bid Phase															
<b>TOTALS</b>													958	1240	2198

Contract Number: I-17-4677 Consultant: RS&H, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept	1550	1544	1500	380										4974
PS&E Documents	68	68	174	1206	1552	1552	1724	1724	1724	468	758	758		11776
QA/QC	38	72	200	34	4	4	34	34	200	8				628
PM & Admin	50	50	50	50	50	50	50	50	50	50	50	50		600
Bid Phase										220				220
<b>TOTALS</b>	<b>1706</b>	<b>1734</b>	<b>1924</b>	<b>1670</b>	<b>1606</b>	<b>1606</b>	<b>1808</b>	<b>1808</b>	<b>1974</b>	<b>746</b>	<b>808</b>	<b>808</b>	<b>18198</b>	

Contract Number: I-17-4677

Consultant: RS&H, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2019												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Concept																	
PS&E Documents	758	758	1550	1550	1208	344	758	758	1550	1550	344	30	11158				
QA/QC				68	160	32			68	160	32		520				
PM & Admin	50	50	50	42	42	42	42	42	42	42	42	42	528				
Bid Phase						220					120		340				
<b>TOTALS</b>	808	808	1600	1660	1410	638	800	800	1660	1752	538	72	12546				

Contract Number: I-17-4677

Consultant: RS&H, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Concept																
PS&E Documents	6	6	6	6	6	6	6	6	10							58
QA/QC																
PM & Admin	4	4	4	4	4	4	4	4	6							38
Bid Phase																
<b>TOTALS</b>	10	10	10	10	10	10	10	10	16							96

Contract No.: I-17-4677

Consultant: RS&H, Inc.

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR (without overtime)**

<u>33,038.00</u>	X	\$ <u>43.19</u>	=	TOTAL DIRECT SALARY \$	<u>1,426,911.22</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

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

**DIRECT REGULAR SALARY TIMES MULTIPLIER** \$ 3,995,351.42

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$28,837.97

**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)**

See JV Summary  
(Requires prior authorization before use)

**ADDITIONAL SERVICES (Subconsultants)**

See JV Summary  
(Requires prior authorization before use)

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

**E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)**

**\$ 4,024,189.39**

Contract No.: I-17-4677 Consultant: RS&H, Inc.

Date: 8/7/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 35 No. OF MONTHS  
 SCHEDULED START DATE: 11/1/2017  
 RAISE DATE: 4/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

11/1/2017 - 3/31/2018	Date	Date	Date	Date	Date
5.0	12.0	12.0	12.0	6.0	35.0
14.29%	34.29%	34.29%	34.29%	17.14%	35.0
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	

**ESCALATION PER YEAR Year 6 through 10**

	Date	Date	Date	Date	Date
	35.0	35.0	35.0	35.0	35.0
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-17-4677

Consultant: RS&H, Inc.

Date: 8/7/2017

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

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>										<b>DIRECT COST OVERTIME PREMIUM</b>	
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)	
							Estimated Work Hours	Total Overtime Premium			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	1,200.00	33,038.00	\$3,962.20	220.00	\$18.01	
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	3,000.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$65.45	\$65.45	2,800.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$47.80	\$47.80	5,000.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$34.61	\$34.61	5,200.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$29.03	\$29.03	5,400.00					
Yes	Senior Technical Specialist	\$25.00	\$60.00	\$41.88	\$41.88	4,600.00			20.94	100.00	
Yes	Technical Specialist	\$15.00	\$50.00	\$32.55	\$32.55	4,700.00			16.28	100.00	
No	Architect	\$30.00	\$70.00								
No	Really Specialists	\$20.00	\$70.00								
Yes	Intern	\$8.25	\$20.00	\$15.74	\$15.74	400.00			7.87	8.00	

Contract No.: I-17-4677

Consultant: RS&H, Inc.

Date: 8/7/2017

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

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>									
		<b>Total Estimated Work Hours:</b>		<b>Total Direct Labor</b>				<b>DIRECT COST OVERTIME PREMIUM</b>	
		33,038.00		\$1,426,911.22				Estimated O/T Hours: 220.00	
		<b>Average Hourly Rate:</b>						Average Premium O/T Hourly Rate: \$18.01	
		\$43.19						Total Overtime Premium: \$3,962.20	
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)	Escalated Average Premium Overtime Hourly Rate (See Note D to Right)
Yes	Admin/Clerical	\$8.25	\$40.00	\$29.73	\$29.73	738.00	14.87	12.00	14.87



Contract No.: I-17-4677

Consultant: RS&H, Inc.

Date: 8/7/2017

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Senior Vice President	Jim Hullett, PE	\$50 - \$70
	Vice President	Preston Keefe, PE	
		Michael Davis, PE	
Project Manager	Engineer V	James Shaw, PE	\$40 - \$70
		Radha Swayampakala, PE	
Senior Engineer/Planner	Engineer IV	John Ritchie, PE, SE	\$40 - \$70
		Matthew Finowicki, PE	
		Christopher Kersten, PE	
		Andrew Smith, PE	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Engineer III	Luke Martin, PE, SE	\$25 - \$60
		Michael Martin, PE	
		Arielle Malinowski, PE	
		Daniel Schmanski, PE	
		William Mardaus, PE	
		Johnathon Williams, PE	
Staff Engineer/Planner	Engineer II	Joseph Klenck, PE	\$20 - \$40
		Mallory Weber	
		Charles Young	
		Zahra Pourabdollahi	
Engineer /Accountant	Engineer I	Kevin Lusterio	\$20 - \$60
		Karen Yung	
		Mikalsh Blomquist	
Senior Technical Specialist	Technician/Designer IV	Lloyd Facklam	\$25 - \$60
	Technician/Designer III	Teresa Seidler-Johnson	
Technical Specialist	Technician/Designer II	Lynwood Busby	\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern	Intern/Co-Op	Bogday Dykyy	\$8.25 - \$20
Admin/Clerical	Admin Assistant IV	Ann Daniels	\$8.25 - \$40
	Admin Assistant III	Meaghan Quayle	
	Admin Assistant III	Valerie Harris	

Contract No.: I-17-4677 Consultant: RS&H, Inc.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/2389762/12\\_LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_10012013.PDF](http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF)
  
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

<u>CP Access Application Fee</u>	<b>\$1,500</b>
<u>UP Access Application Fee</u>	<b>\$1,500</b>
<u>CP ROE License</u>	<b>\$1,000</b>
<u>UP ROE License</u>	<b>\$1,000</b>
<u>Flaggers (4) @ \$1300 per 10 hour day</u>	<b>\$2,600</b>
<u> </u>	
<u> </u>	
<u> </u>	
<u> </u>	
<u> </u>	
<u> </u>	
<u> </u>	
<u> </u>	
<u> </u>	
<u> </u>	
<u> </u>	
<u> </u>	
<u> </u>	
<u> </u>	

**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$24,875.77**

## **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-17-4677

Consultant: RS&H, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** Preston Keefe, PE

**Project Engineer:** Matthew Finowicki, PE

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** Michael Martin, PE

**Project Structural Engineer:** John Ritchie, PE, SE

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: James Shaw, PE

Classification: QA/QC Roadway

Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: \_\_\_\_\_

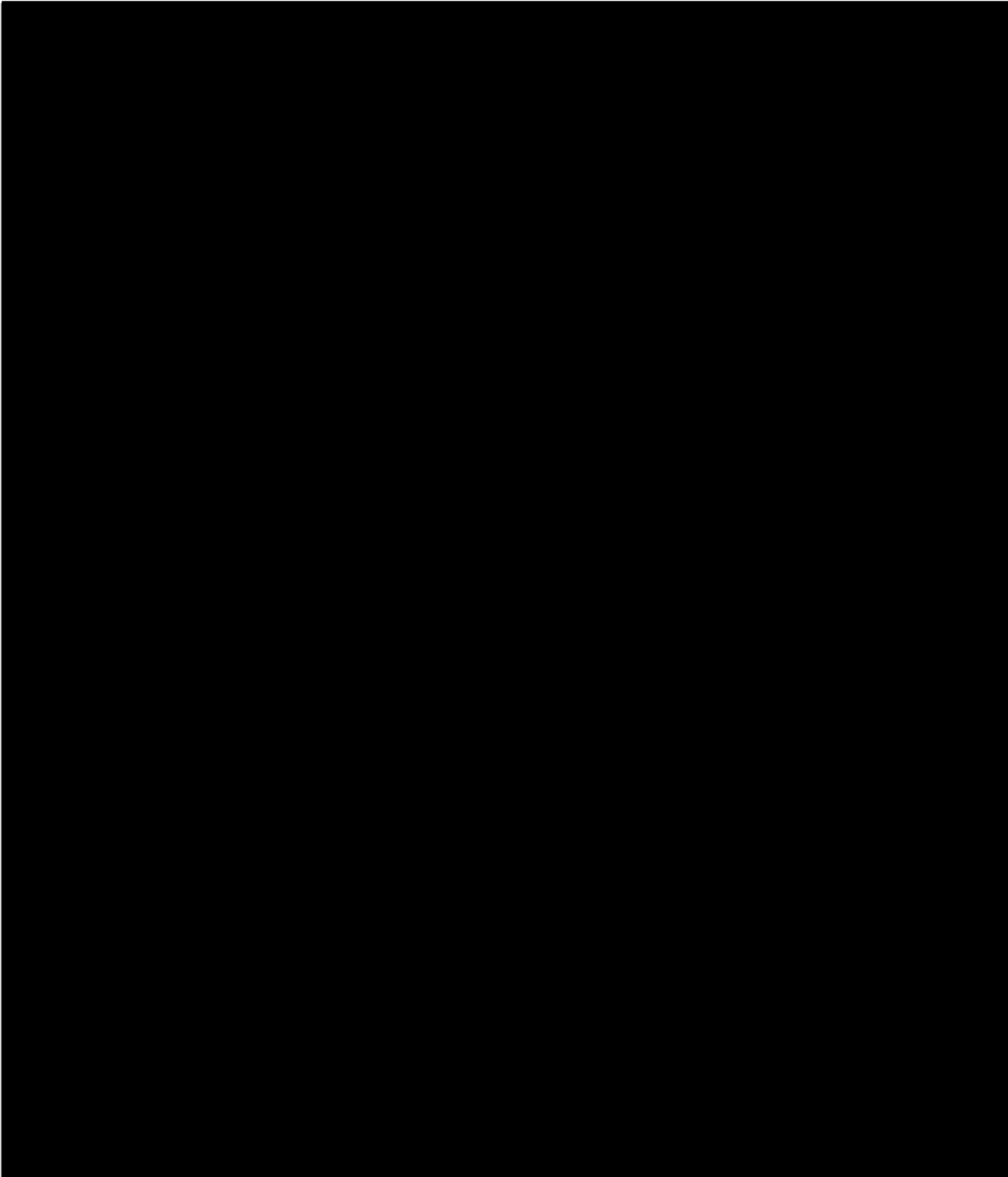
Classification: \_\_\_\_\_

Name: \_\_\_\_\_

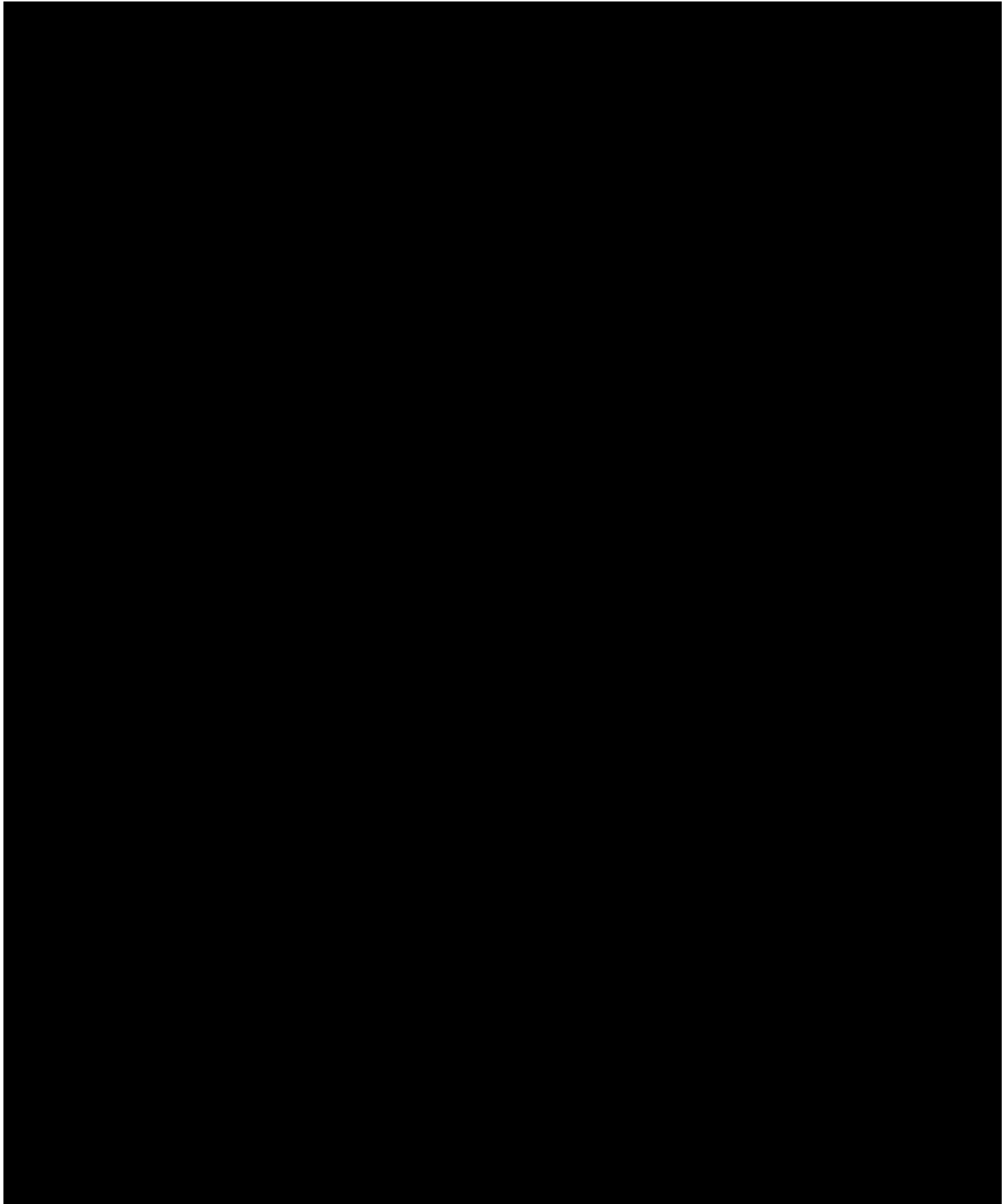
Classification: \_\_\_\_\_

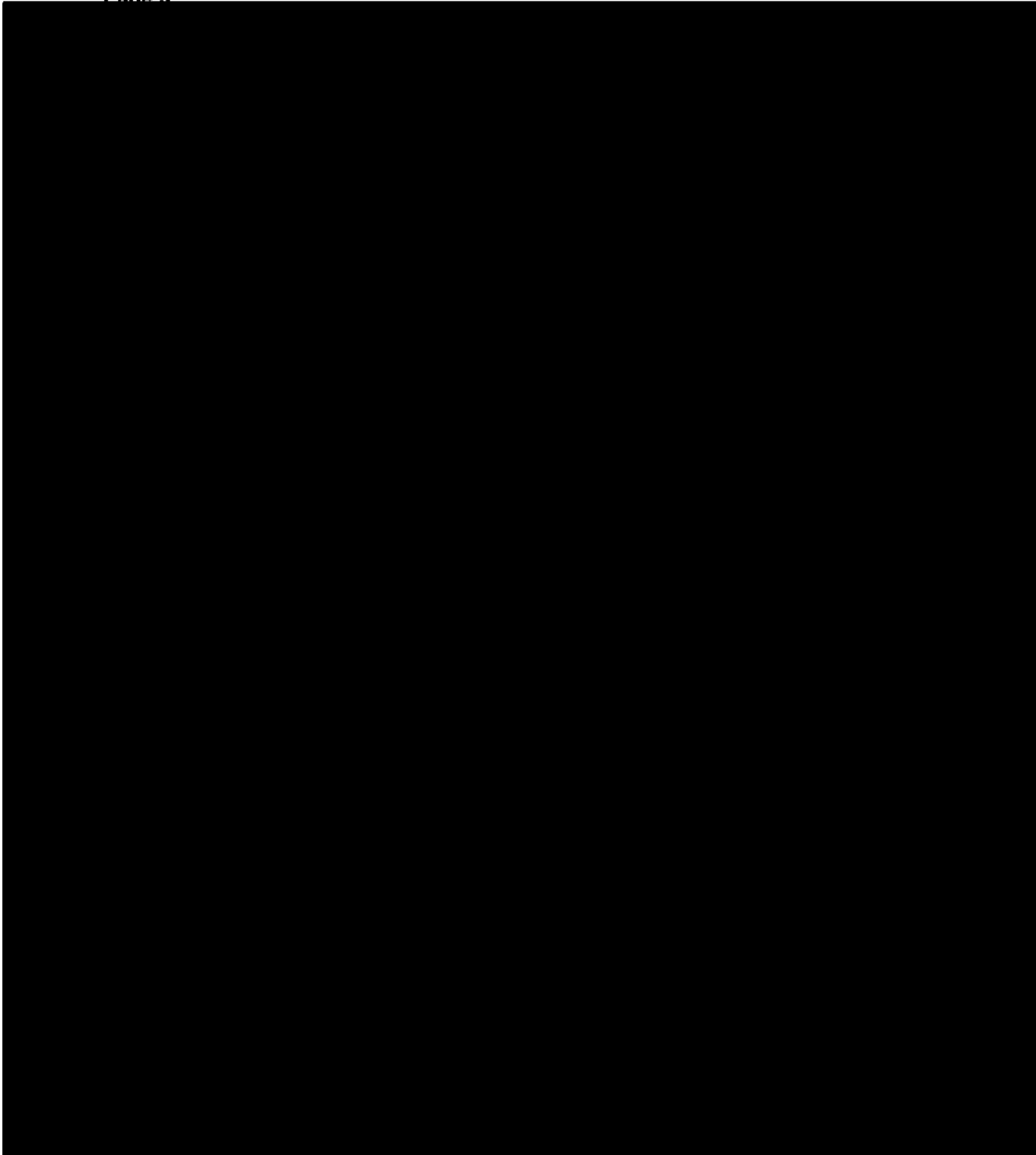
**PRESTON KEEFE, PE**  
**PROJECT MANAGER**

---



**RS&I**



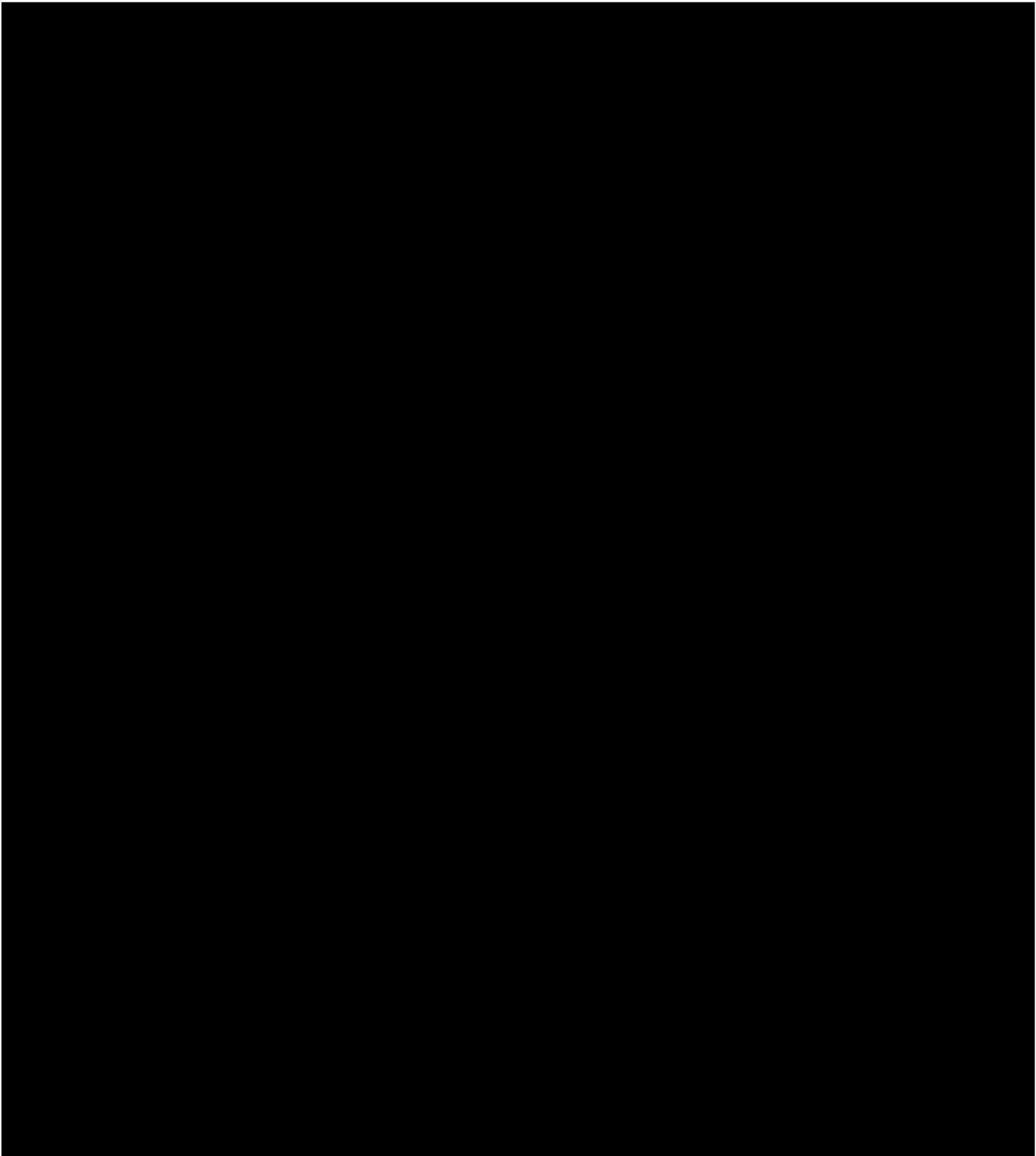




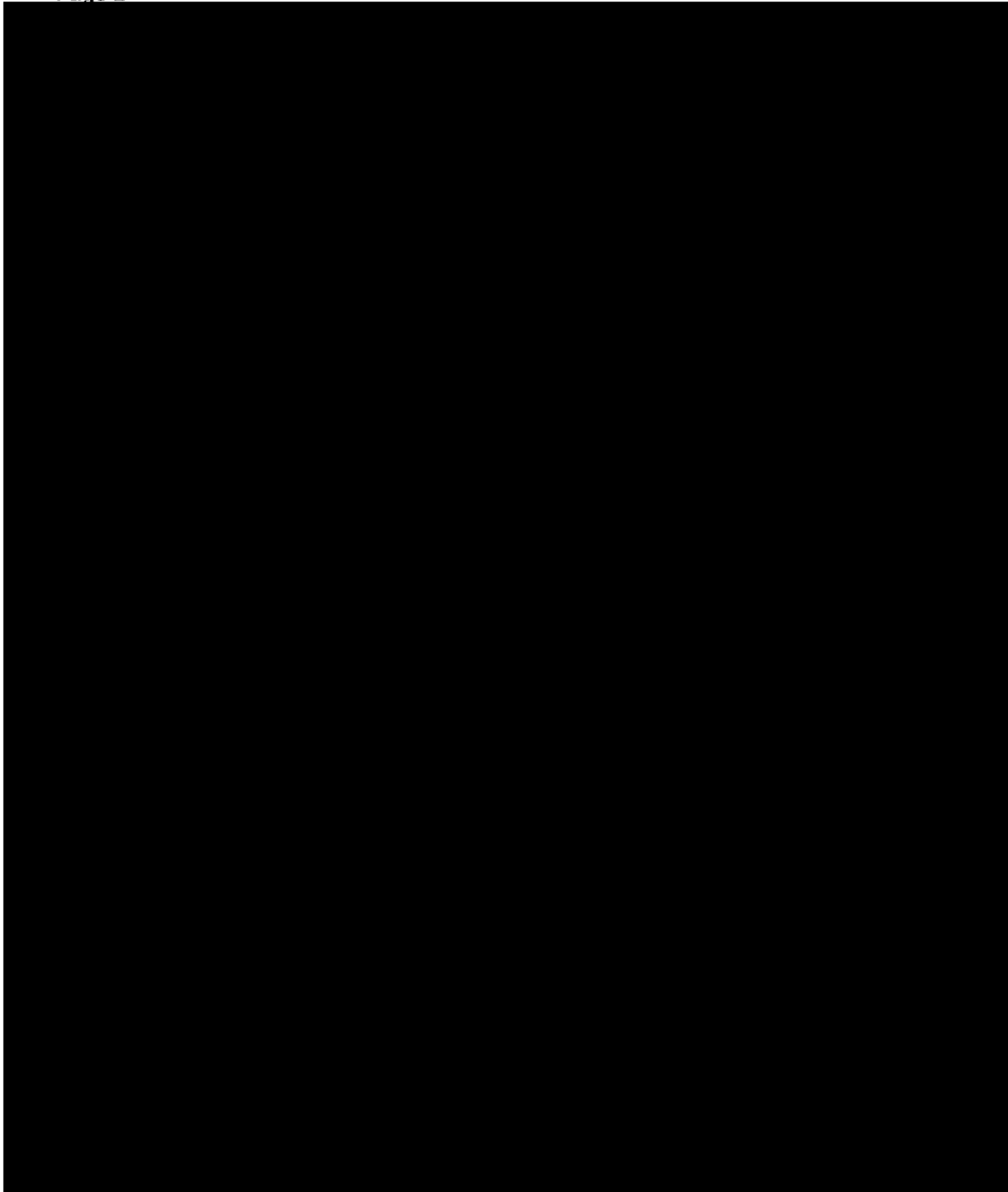
**MATTHEW FINOWICKI, PE**

**PROJECT ENGINEER**

---

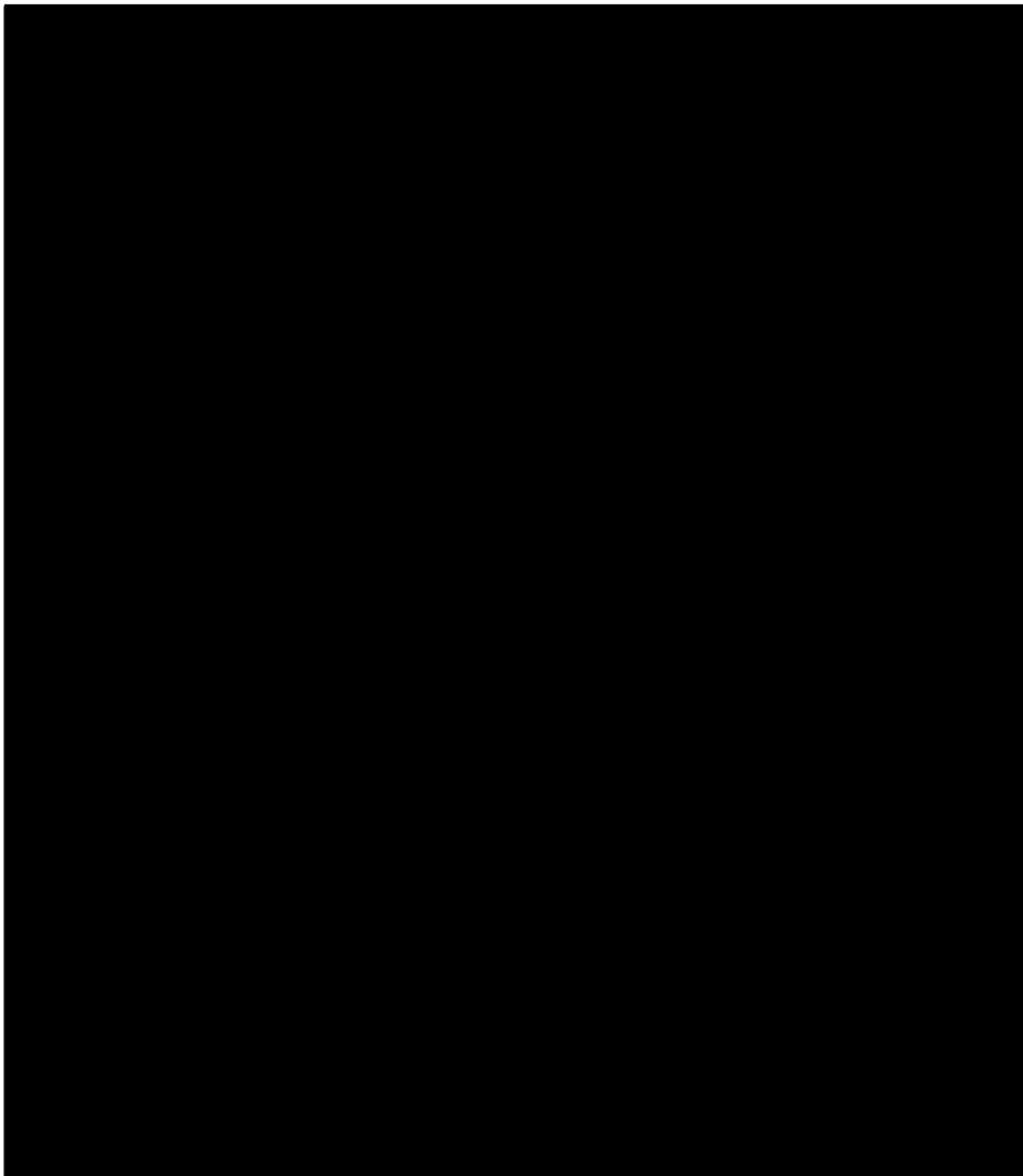


**RS&I**



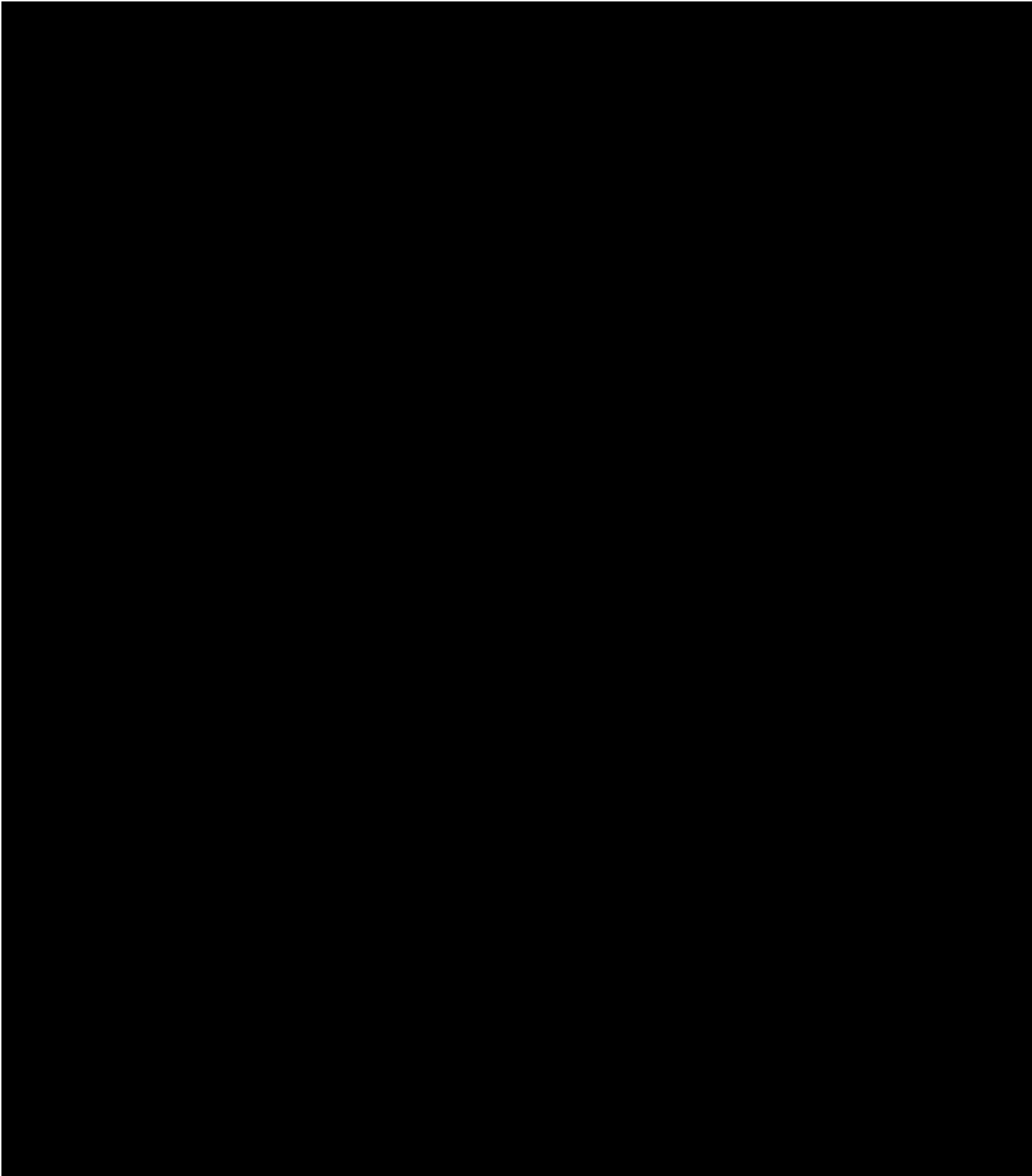
**MICHAEL MARTIN, PE**  
**ROADWAY ENGINEER**

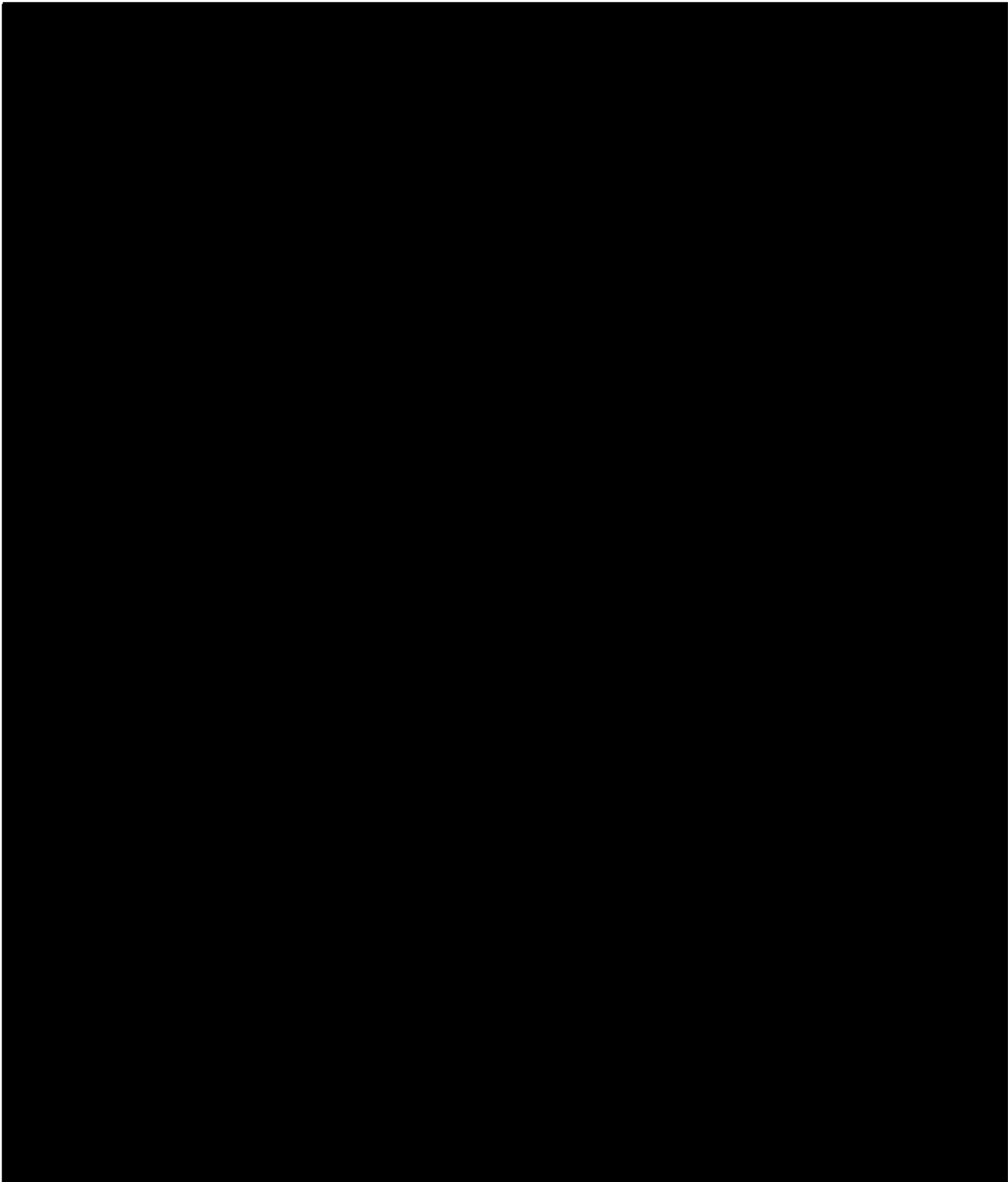
---



**RS&H**

EXHIBIT "1"  
Page 115 of 295



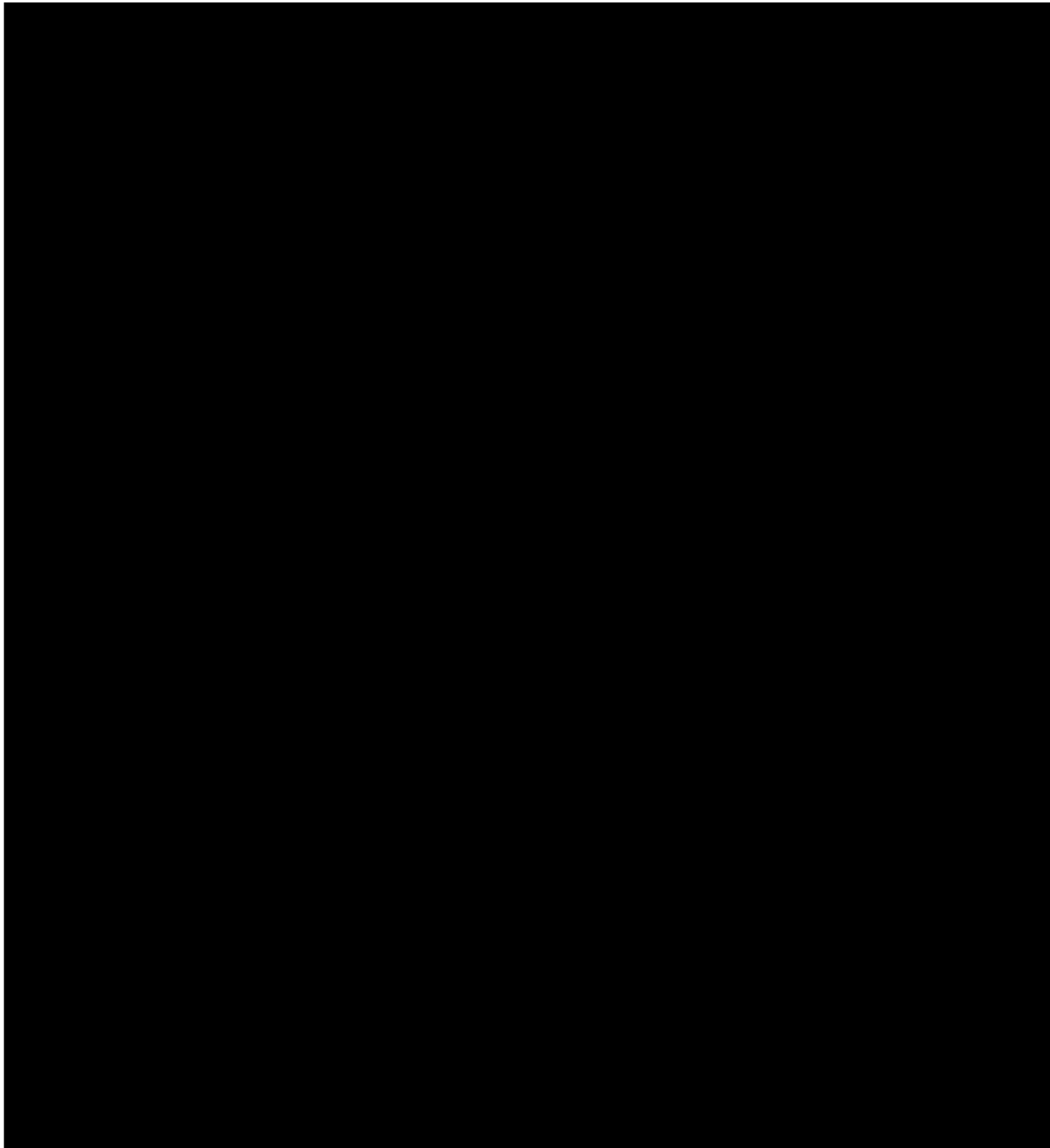


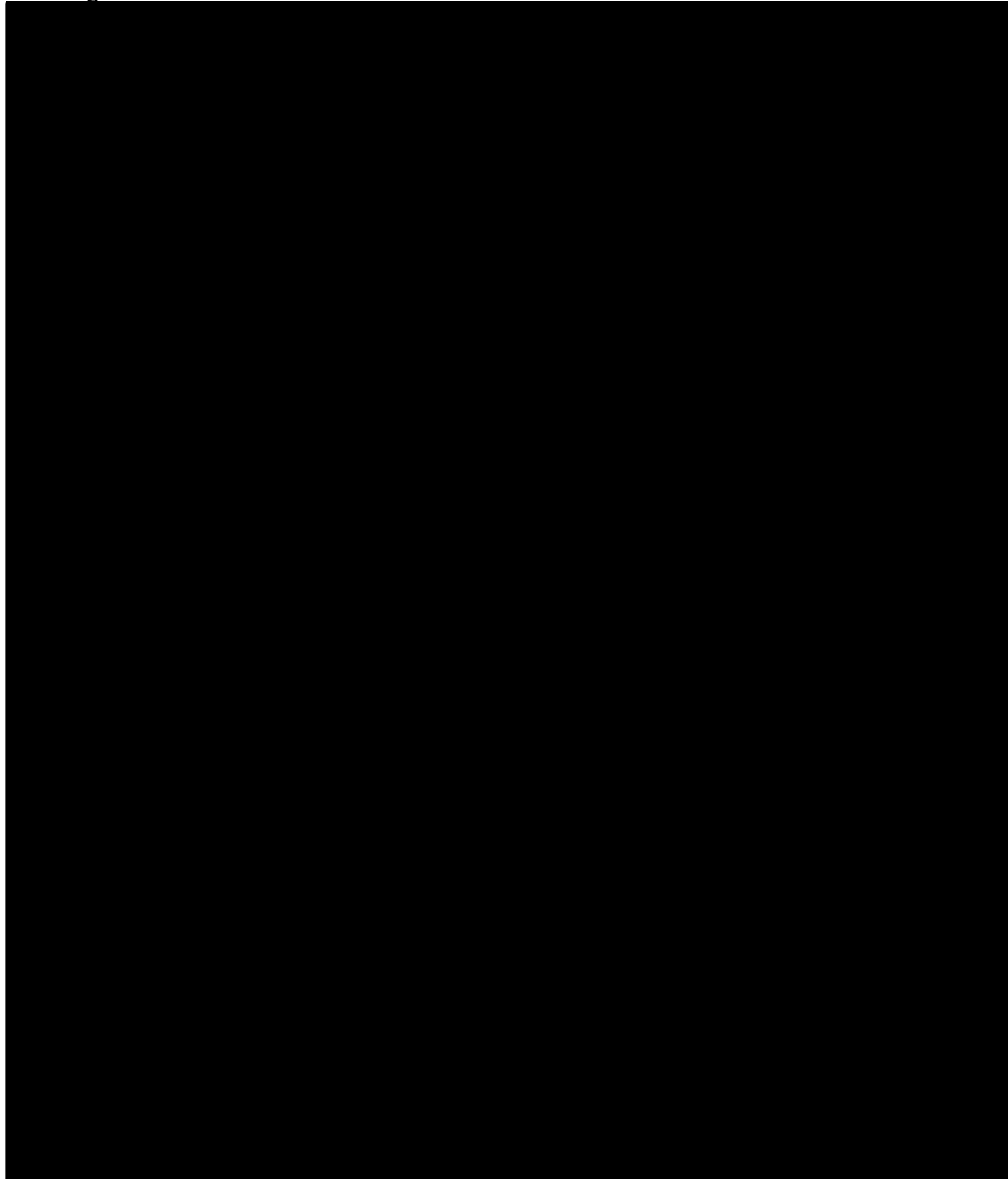
**RS&H**

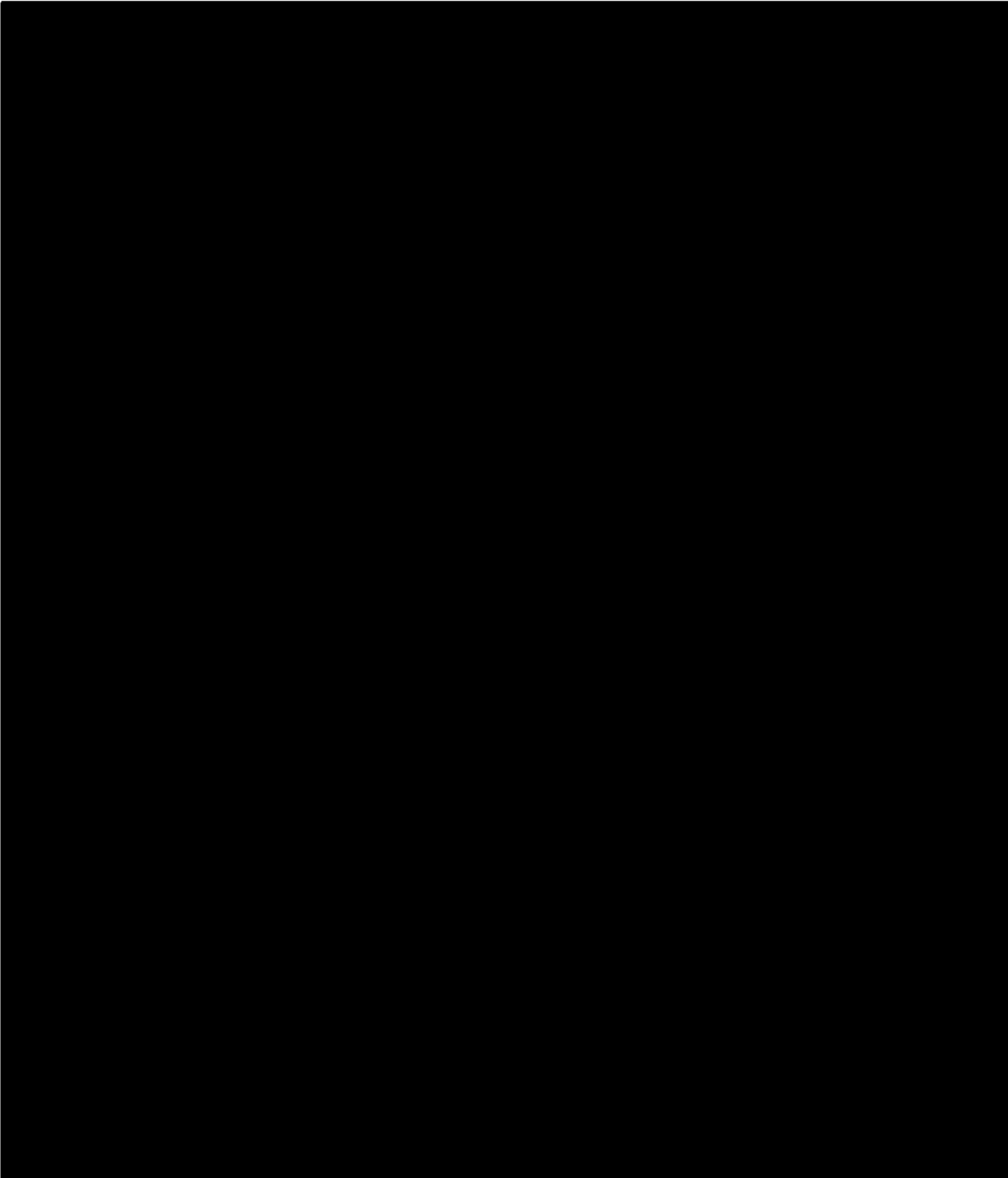
**JOHN RITCHIE, PE, SE**

**PROJECT STRUCTURAL ENGINEER**

---





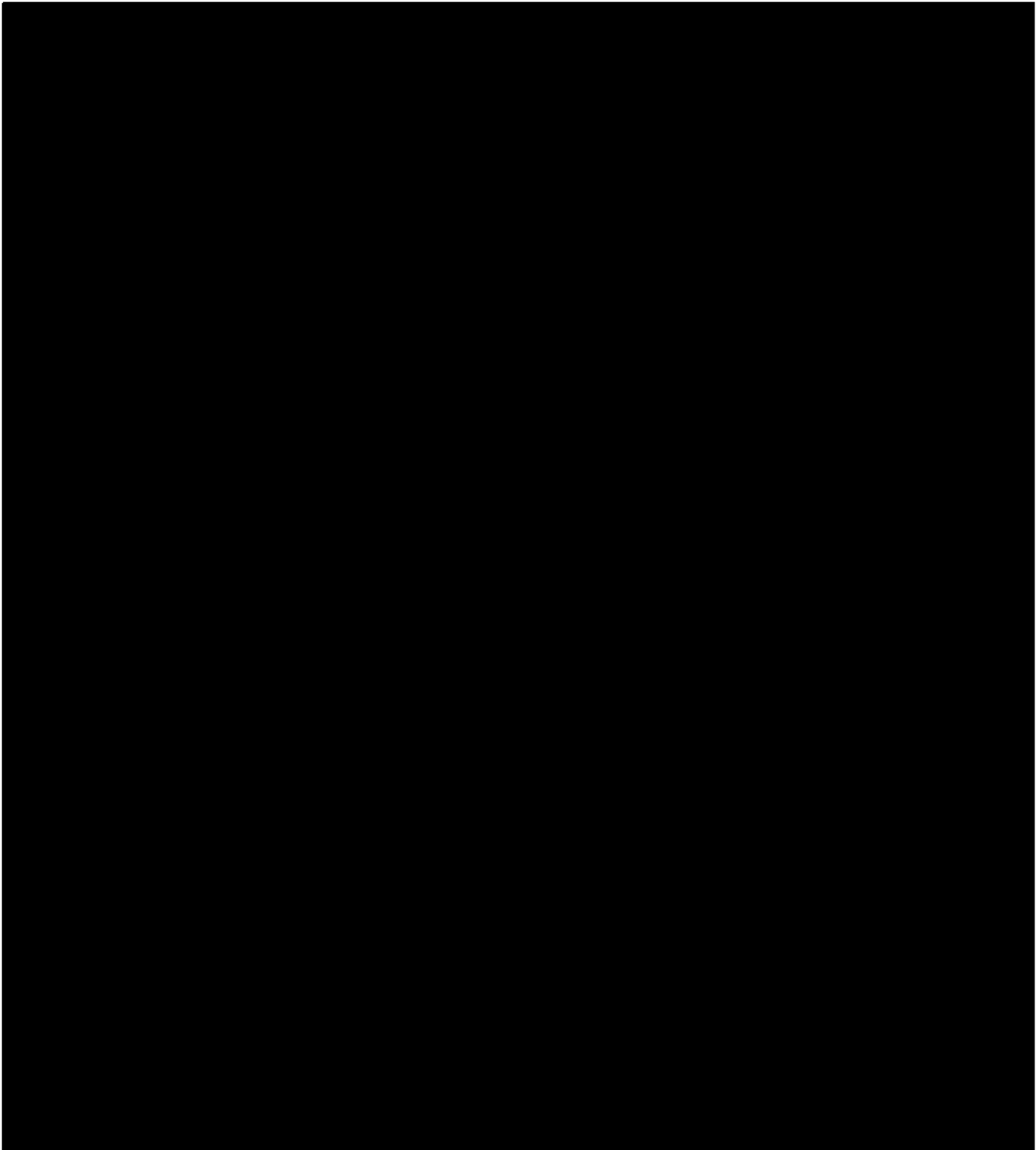




**JAMES SHAW, PE**

**QA/QC ROADWAY**

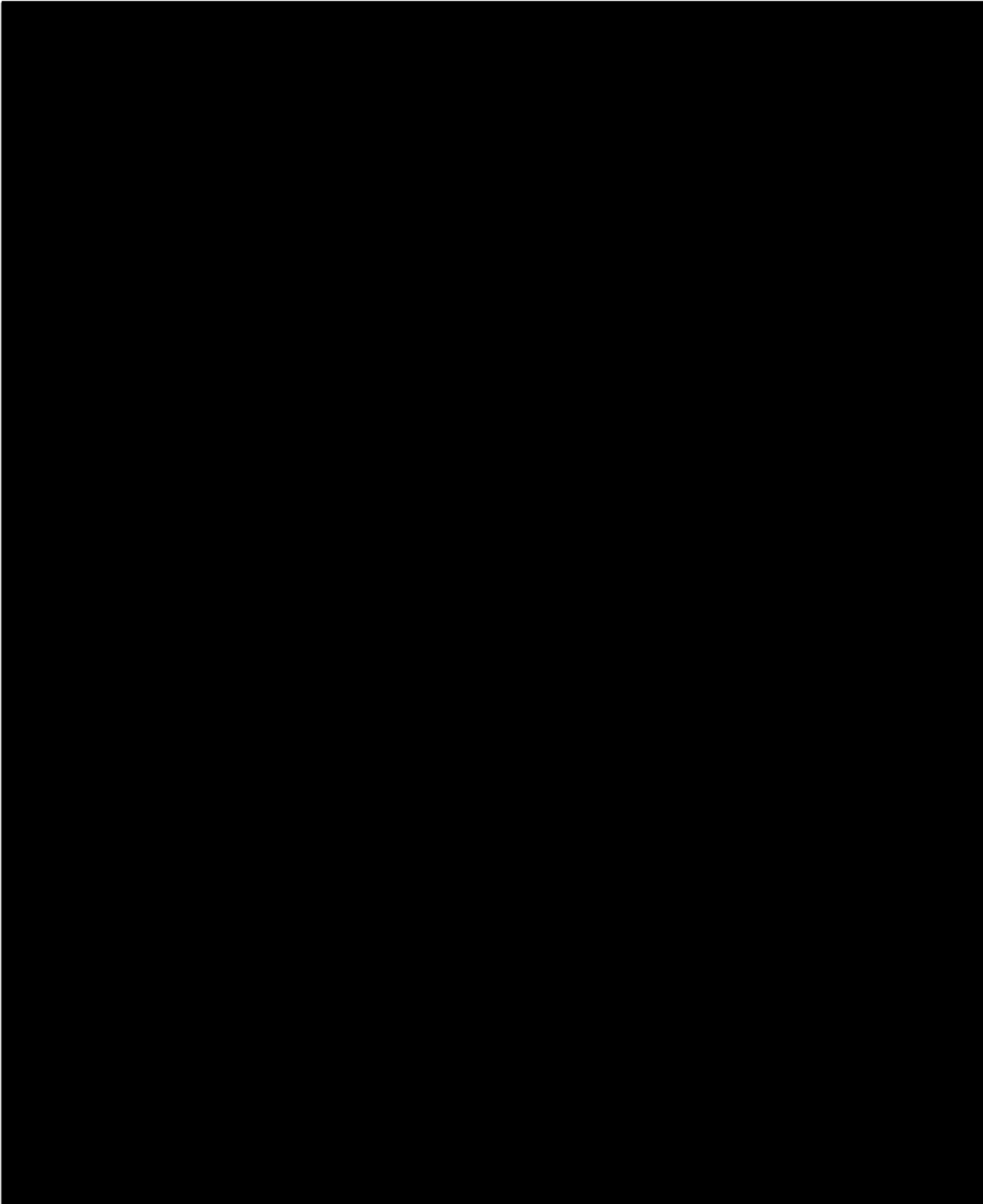
---



**RS&H**

EXHIBIT "1"

Page 121 of 295





**EXHIBIT F**

**Contract No. I-17-4677**

**RS&H, Inc.**

**SCOPE OF SERVICES**

# **Exhibit F**

## **Scope of Work**

**Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard**

**Contract No. I-17-4677**

**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 Western Access between Devon Avenue and Pratt Boulevard. 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 N06-A – Western Access over UPRR.
2. Construction Contract N06-B – Western Access over UPRR
3. Advance Work Package #1.
4. Advance Work Package #2.

## **II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-17-4677**

The Design Section Engineer's (DSE) services under Contract I-17-4677 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-17-4677 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 DESIGN VERIFICATION REQUIREMENTS**

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

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

1. Project scope
2. Project budget. The DSE shall review the cost estimate and provide an updated concept (30%) level cost estimate.
3. Project schedule. The DSE shall confirm or provide a recommended construction schedule for proposed construction contract package(s) within the contract limits. The DSE shall coordinate with the DCM to ensure that schedules are supported and can be accommodated within the overall 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-17-4677 DSE will be required to coordinate with the DCM 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-17-4677 design section:
  - a. N09 – Advance Earthwork Grading Phase II Supreme Drive to Old Higgins Road and Taft Avenue Extension.
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. Prepare Phase II ESA in accordance with the Tollway Environmental Studies Manual, latest edition, and ASTM E1903 Standard Practice for Environmental Site Assessments, Phase II as applicable. Prepare a Remedial Action Plan in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs.
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, if required, 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 new Western Access Tollway (I-490).
- 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. Western Access Ramp over UPRR.
  - ii. Western Access Ramp over UPRR Spur.
  - iii. 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 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.
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.

#### 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 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 Master Plan and 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). 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 Master Plan and 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 via the Web Based Project Management System process.
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-17-4677 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. Preparation of plats of acquisition and associated legal descriptions, if required, shall be performed by others.
7. All other submittals as required in the DSE's Manual.
8. The DSE shall utilize new tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
9. 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.
10. 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.

11. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.
12. The DSE is responsible for submittal of documents required during contract advertisement and as required for contract addenda in accordance with the DSE Manual. The DSE shall coordinate with the DCM and Tollway as necessary.
13. 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](http://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](http://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-17-4677

Elgin O'Hare Western Access, Western Access Mainline from Devon Avenue to Pratt Boulevard

---

### SCHEDULE

---

1.	Scoping Meeting	5/22/2017
2.	Design Scope Submittal	6/9/2017
3.	Design Scope Approval	6/16/2017
4.	Notice to Proceed	11/1/2017
5.	Project Kick-Off Meeting	11/6/2017
6.	Concept Submittal	TBD
7.	Preliminary Submittal	TBD
8.	Pre-final Submittal	6/3/2018 <sup>a</sup>
9.	Final Submittal	9/13/2018 <sup>a</sup>
10.	Advertise	10/4/2018 <sup>a</sup>
11.	Bid Opening	11/15/2018 <sup>a</sup>
12.	Board Award	12/20/2018 <sup>a</sup>
13.	Construction Start Date	3/1/2019 <sup>a</sup>

<sup>a</sup>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-17-4677  
Elgin O'Hare Western Access, Western Access Mainline from Devon Avenue to Pratt Boulevard**

<b>Bridge #</b>	<b>Traffic Direction</b>	<b>Mile Post</b>	<b>Location</b>	<b>Tollway Over (O) Under (U)</b>	<b>Type of Bridge<sup>1</sup></b>	<b>Maintenance**</b>
TBD	NB/SB	4.6	Western Access Ramp over UPRR & Future Ramp V1	O	A	A
TBD	NB/SB	4.8	Western Access over UPRR Spur	O	A	A

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

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

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

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

Element	Responsibility		
	DCM	DSE	Others
<b>Permits</b>			
Wetland Mitigation Permit (Off-Site Mitigation Site) – IDNR Interagency Policy Act/404 permit (USACE)	Coordination, pre-application meeting, Permit application; develop engineering content, additional information requests; permit terms/conditions; permit acquisition.		
402 Permit (NPDES Construction Permits)	Oversight of Design and preparation of SWPPP (S.P. 111.2) and review and coordination of Notice of Intent (NOI) submittals to the Tollway.	Preparation of SWPPP (S.P. 111.2) and NOI.	Preparation of Incidence of Noncompliance (ION) and Notice of Termination (NOT) by CM
IEPA Air Quality Permits (Mix Plants and Fuel Storage)	Permit application; additional information requests; permit terms and conditions; permit acquisition.		
IEPA Watermain Relocation Construction Permit	Design coordination and oversight.	Permit application; additional information requests; permit terms/conditions; permit acquisition.	
IEPA Notification of Special Waste	Phase 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.
IEPA 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.	
<b>Agreements</b>			
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.

<b>System Requirements</b>	
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
<b>Recommended Professional Document Scanners<sup>6</sup></b>	
Medium Format Scanner <sup>1</sup>	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner <sup>1</sup>	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner <sup>1</sup>	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner <sup>1</sup>	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner <sup>1</sup>	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner <sup>1</sup>	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner <sup>1</sup>	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner <sup>1</sup>	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner <sup>1</sup>	Vidar Select MP36 MonochromeScanner or equivalent
<b>Required Additional Software</b>	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader <sup>2</sup>
Portable Document Format(.PDF) file generator	Adobe Acrobat <sup>3</sup>
ZIP File compression utility	WinZip <sup>4</sup> or equal

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

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

<sup>3</sup> 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.

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

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

## **EXHIBIT F – Attachment B**

**Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard**

**Contract # I-17-4677**

**RSHTKS\_TM**

Clarifications pertaining to Exhibit F:

- Contract limits have been updated from Sta. 1218+00 to Sta. 1230+00 to represent the removal from any work relating to the Groot Waste Hauling property.
- The DCM is updating the pre-concept plans and will provide such prior to the NTP for this contract.
- Contract documents and detailed design for the 2040 full build out and Ramp V1 are not included in this scope. Preliminary design and considerations and recommendations for the full build out and Ramp V1 will be included as a part of the concept report. The design of the proposed improvements shall include considerations for the future construction of the 2040 Full build out and Ramp V1.
- This estimate assumes the normal progressions of the scope and project. Substantial delays may be justification for additional fees which will be negotiated by the DSE and Tollway.
- It is the intent of the Tollway to have the Western Access Tollway open to traffic/tolling in 2022.
- **FAA 7460 REVIEWS**
  - The DSE shall prepare plan sheets identifying critical locations affecting O'Hare International Airport (ORD) airspace. These locations shall include both temporary and permanent elements.
  - Temporary locations shall include construction equipment (such as cranes, concrete pumping equipment, and paving equipment), as well as storage and stockpile locations for construction equipment and materials.
  - Permanent locations shall include permanent structures for structural bridge elements and roadway light poles only.
  - The DSE shall prepare and process the 7460 review package for construction impacting ORD airspace. The completed 7460 review package will be submitted to the DCM for use in coordinating with the Chicago Department of Aviation for final submittal to the FAA.
- **RUNWAY 9C ALSF-2**
  - The DSE shall review the current ALSF-2 system planned for Runway 9C. The review shall consist of identifying any conflicts with the ALSF-2 light plane relative to either temporary construction equipment and/or permanent roadway structures.
  - A technical memorandum will be submitted to the DCM by the DSE to identify conflicts for remediation. Any changes required to the ALSF-2 will be completed by the Runway 9C-27C designers.
- **Visualization**
  - **Included Elements**
    - Adjacent buildings and surrounding environment along the corridor will be generated.
    - Titles, call out labels, and text will be added in specified locations in both the renderings and animation.
    - Moving vehicular traffic will be shown throughout the corridor.



- Non-Included Elements
  - The animated fly-through will not include overhead roadway signage, proposed landscape or lighting.
- Deliverables (ICP)
  - Ten (10) draft renderings for review (perspective options)
  - One (1) draft animation for review (pre-visual flythrough)
  - Revised renderings based on client selection
  - Revised animation based on client feedback
  - Six (6) final renderings (24"x36" @ 125 dpi) in jpg format
  - One (1) final animation in .wmv and .mp4 formats
  - One (1) set of consolidated written comments from the review team is anticipated for each deliverable.
  - Due to licensing agreements dealing with the use of 3D assets (vehicles, tree, textures, etc.) the digital 3D model used for Visualization is not included as a component of the project deliverables.
- Deliverables (North Corridor of Western Access Tollway Contingency Scope)
  - One (1) approved storyboard
  - Twenty (20) draft renderings for review (perspective options)
  - One (1) draft animation for review (pre-visual flythrough)
  - Revised renderings based on client selection
  - Revised animation based on client feedback
  - Six (6) final renderings (24"x36" @ 125 dpi) in jpg format
  - One (1) final animation in .wmv and .mp4 formats
  - One (1) set of consolidated written comments from the review team is anticipated for each deliverable.
  - Due to licensing agreements dealing with the use of 3D assets (vehicles, tree, textures, etc.) the digital 3D model used for Visualization is not included as a component of the project deliverables.
- Safety, ventilation and/or fire protection analysis
  - Provide an evaluation of the bridge/tunnel design in accordance with NFPA 502, Standard for Road Tunnels, Bridges, and Other Limited Access Highways, to determine the applicable requirements for this project. The report will identify the type of protection required for the roadway tunnels. This task also includes meeting with the local Fire Marshal to confirm the required design elements.
  - Based on the results of the evaluation, a full design of all fire protection features for the tunnel will provided. This task is based on the assumption that the tunnel classified as a Category A tunnel (length not exceeding 800 ft). Fire protection construction plans and specifications will be provided for the design of fire protection systems. The system design will be coordinated with the water utility to ensure an adequate water supply is provided. This task includes meetings with the local Fire Marshal to ensure the design meets the code and local operation requirements of the fire department.

Assumptions/ Exclusions

- Contract N09 will include removal of trees, buildings, fences, Navigation aids and other appurtenances within their contract limits. N09 plans and contours will be provided by the DCM.

- Demolition and clearing of the Palumbo property will be done by others and is not included in this scope.
- ESA Phase II & RAP for special waste will be provided by DCM. DSE will incorporate actions into contract documents.
- ComED fees and service installation fees will be paid by the Tollway.
- The design of off-site utilities, such as the White Oak Fuel Line is by others. The DSE will review and accommodate proposed utilities. Proposed utilities will be provided by the DCM, DSE is not responsible for proposed utilities not provided to the DSE.
- Drainage design will include the design of 4 detentions ponds. Stormwater detention accommodations will be included for future development on the Palumbo property.
- Pavement Designs will be provided by the DCM.
- PSI, PESA, Special Waste, or Hazardous Waste studies or explorations are not included in this scope.
- Public Agency meetings and updates will be 1 per year.
- Sign trusses will be designed to accommodate 2040 full build condition.
- IDRN permitting is not included in this scope.
- Construction staging will be designed to accommodate airport operations.
- Tollway will provide details and standards for any IPDC and/or Tolling buildings.
- Fees developed assume preparation of PS&E based on approved Concept Development report. Any significant changes in design concepts will require additional fees.

**EXHIBIT G**

**Contract No. I-17-4677**

**RS&H, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
US 20 D-92-103-05	Reconst. From .2 miles west of Logemann Rd. to Rush St. in Stockton, Phase II	Approx. \$900,000	\$900,000	8/7/19
US 20 BR D-92-073-11	Phase II Eng. Services for Plans, Reconst., Rehab West State St. from Day Ave. to Independence Ave. in Rockford	\$613,342	\$72,381	1/1/19
Rt. 38 at Winfield Rd. D-91-185-13	Phase II Intersection Rehab. Sub to Milhouse	\$210,906	\$53,561	1/1/19
Rand Road over Des Plaines River D-91-182-10	Bridge and Roadway Design	\$1,088,995	\$102,499	9/1/18
I-88 (US 30 to US 52) RR-13-5660	Phase III Assistance to Michael Baker	\$449,869	\$25,244	9/1/17

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

\*\* Additional services funds require prior authorization before use

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

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

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

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

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

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

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

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

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

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

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

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

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

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

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

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

\*\* Additional services funds require prior authorization before use

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

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

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

# Contract Information Sheet

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

Consultant Name: Toltz, King, Duvall, Anderson and Associates, Inc.

Contract Number: I-17-4677

Proposal Date: 8/7/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4677

Consultant: Toltz, King, Duvall, Anderson and Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS OF YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Concept											240	290	530
PS&E Documents													
QA/QC													
PM & Admin											18	18	36
Bid Phase													
<b>TOTALS</b>											258	308	566

Contract Number: I-17-4677

Consultant: Tolz, King, Duvall, Anderson and Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS OF YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Concept	290	290	290	240									1110
PS&E Documents	40	120	336	126	356	356	356	356	0	300	84	84	2514
QA/QC	16	24	80				16	24	80				240
PM & Admin	18	18	8	8	8	8	18	18	18	8	8	8	146
Bid Phase										40			40
<b>TOTALS</b>	<b>364</b>	<b>452</b>	<b>714</b>	<b>374</b>	<b>364</b>	<b>364</b>	<b>390</b>	<b>398</b>	<b>98</b>	<b>348</b>	<b>92</b>	<b>92</b>	<b>4050</b>



Contract Number: 1-17-4677

Consultant: Toltz, King, Duvall, Anderson and Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept														
PS&E Documents	44	28	28	28	28	28	28	28	28	8	8	8	8	292
QA/QC				16	40	8			16	40	8	8	8	128
PM & Admin	8	8	8	8	8	8	8	8	8	8	8	8	4	92
Bid Phase						40							24	64
<b>TOTALS</b>	52	36	36	52	76	84	36	36	52	56	48	12	576	

Contract Number: 1-17-4677

Consultant: Toltz, King, Duvall, Anderson and Associates, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

**MONTHS of YEAR 2020**

TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS
Concept													
PS&E Documents	8	8	8	8	8	8	8	8	8				72
QA/QC													
PM & Admin	4	4	4	4	4	4	4	4	4				36
Bid Phase													
<b>TOTALS</b>	12	12	12	12	12	12	12	12	12	12	12	12	108



Contract No.: I-17-4577 Consultant: Toltz, King, Duvall, Anderson and Associates, Inc.

Date: 8/7/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 35 No. OF MONTHS  
 SCHEDULED START DATE: 11/1/2017  
 RAISE DATE: 1/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 6**

1/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 9/30/2020	
Date	Date	Date	Date	Date
2.0	12.0	12.0	9.0	35.0
35.0	35.0	35.0	35.0	35.0
5.71% Factor First Period	34.29% Escalation Factor Second Period	34.29% Escalation Factor Third Period	25.71% Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date	Date	Date	Date	Date
35.0	35.0	35.0	35.0	35.0
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-17-4677

Date: 8/7/2017

Consultant: Toftz, King, Duvall, Anderson and Associates, Inc.

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:	Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	603.00	5,300.00		\$11.00	1.00	\$11.00	\$11.00
No	Project Manager	\$40.00	\$70.00	\$51.25	\$51.25	1,368.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$52.63	\$52.63	812.00						
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00									
No	Staff Engineer/Planner	\$20.00	\$40.00	\$35.06	\$35.06	1,084.00						
No	Engineer /Accountant	\$20.00	\$60.00	\$26.38	\$26.38	1,417.00						
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-17-4677

Consultant: Toltz, King, Duvall, Anderson and Associates, Inc.

Date: 8/7/2017

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

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>		<b>DIRECT COST OVERTIME PREMIUM</b>	
<p>Total Estimated Work Hours: <u>5,300.00</u></p> <p>Average Hourly Rate: <u>\$43.55</u></p> <p>Total Direct Labor: <u>\$230,815.00</u></p>		<p>Total Estimated O/T Hours: <u>1.00</u></p> <p>Average Premium O/T Hourly Rate: <u>\$11.00</u></p> <p>Total Overtime Premium: <u>\$11.00</u></p>	
<p>Classification Eligible for Premium Overtime?</p> <p>Yes</p>	<p>Tollway Classification</p> <p>Admin/Clerical</p>	<p>Tollway MINIMUM Hourly Rate for Classification</p> <p>\$8.25</p>	<p>Tollway MAXIMUM Hourly Rate for Classification</p> <p>\$40.00</p>
	<p>Average Hourly Rate for Classification (See Note A to Right)</p> <p>\$22.00</p>	<p>Escalated Average Hourly Rate for Classification (See Note B to Right)</p> <p>\$22.00</p>	<p>Estimated Work Hours (Including Overtime)</p> <p>16.00</p>
		<p>Escalated Average Premium Overtime Hourly Rate (See Note C to Right)</p> <p>11.00</p>	<p>Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)</p> <p>1.00</p>

Contract No.: I-17-4677

Consultant: Tottz, King, Duvall, Anderson and Associates, Inc.

Date: 8/7/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

<b>Tollway Classification</b>	<b>Consultant Classification (specific to each company)</b>	<b>Consultant Employee Name (SEE NOTE 1 TO RIGHT)</b>	<b>Range per Hour</b>
Principal	President		\$50 - \$70
	Senior Registered Engineer/VP	Kevin Cullen	
	Senior Registered Engineer/VP	Bret Farmer	
Project Manager	Senior Registered Engineer	<b>Matthew Christensen, PE, SE</b>	\$40 - \$70
Senior Engineer/Planner	Senior Registered Engineer	Hans Erickson	\$40 - \$70
	Senior Registered Engineer	Mark Daubenberger	
	Senior Registered Engineer	James Bellefeuille	
Resident Engineer			\$40 - \$70
Project Engineer/Planner			\$25 - \$60
Staff Engineer/Planner	Registered Engineer	Lindsey Lawrence	\$20 - \$40
	Registered Engineer	Joseph Mueller	
	Registered Engineer	Matt Volz	
	Registered Engineer	Michael Brummer	
Engineer /Accountant	Graduate Engineer	Allison Lindbeck	\$20 - \$60
	Graduate Engineer	Shelly Matsuda	
	Graduate Engineer	Hayley Pline	
	Graduate Engineer	Aaron Mika	
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Technician II	Erin Bradley	\$8.25 - \$40

Contract No.:           I-17-4677           Consultant:           Toltz, King, Duvall, Anderson and Associates, Inc.          

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/2389762/12\\_LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_10012013.PDF](http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF)
  
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)                   \$    15,511.25**



## **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
<b>Vehicles</b>	
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-17-4677

Consultant: Toltz, King, Duvall, Anderson and Associates, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:**      **Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Name:**      Matthew Christensen, PE, SE

**Classification:** QA/QC Structures

**Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

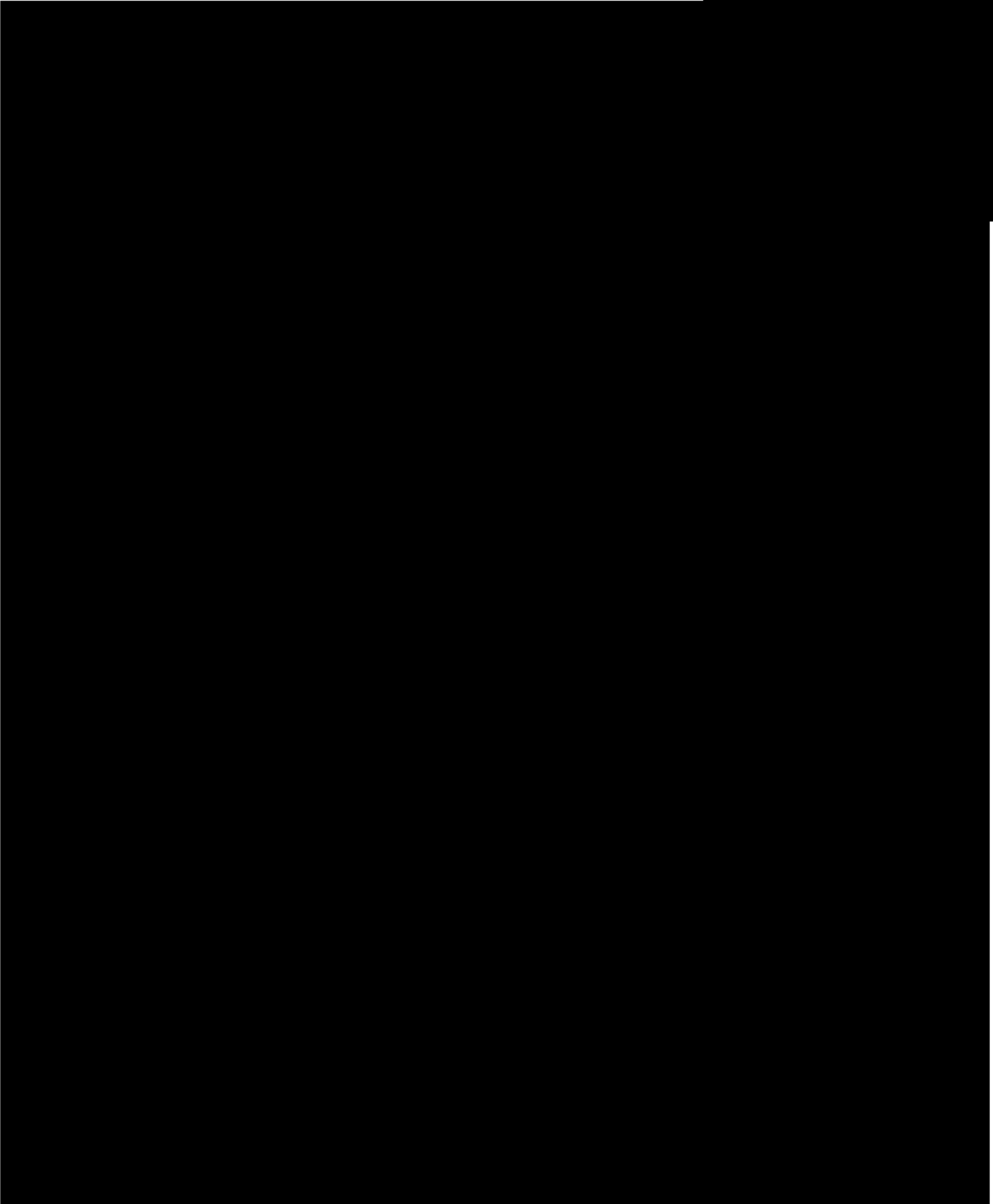
**Name:** \_\_\_\_\_

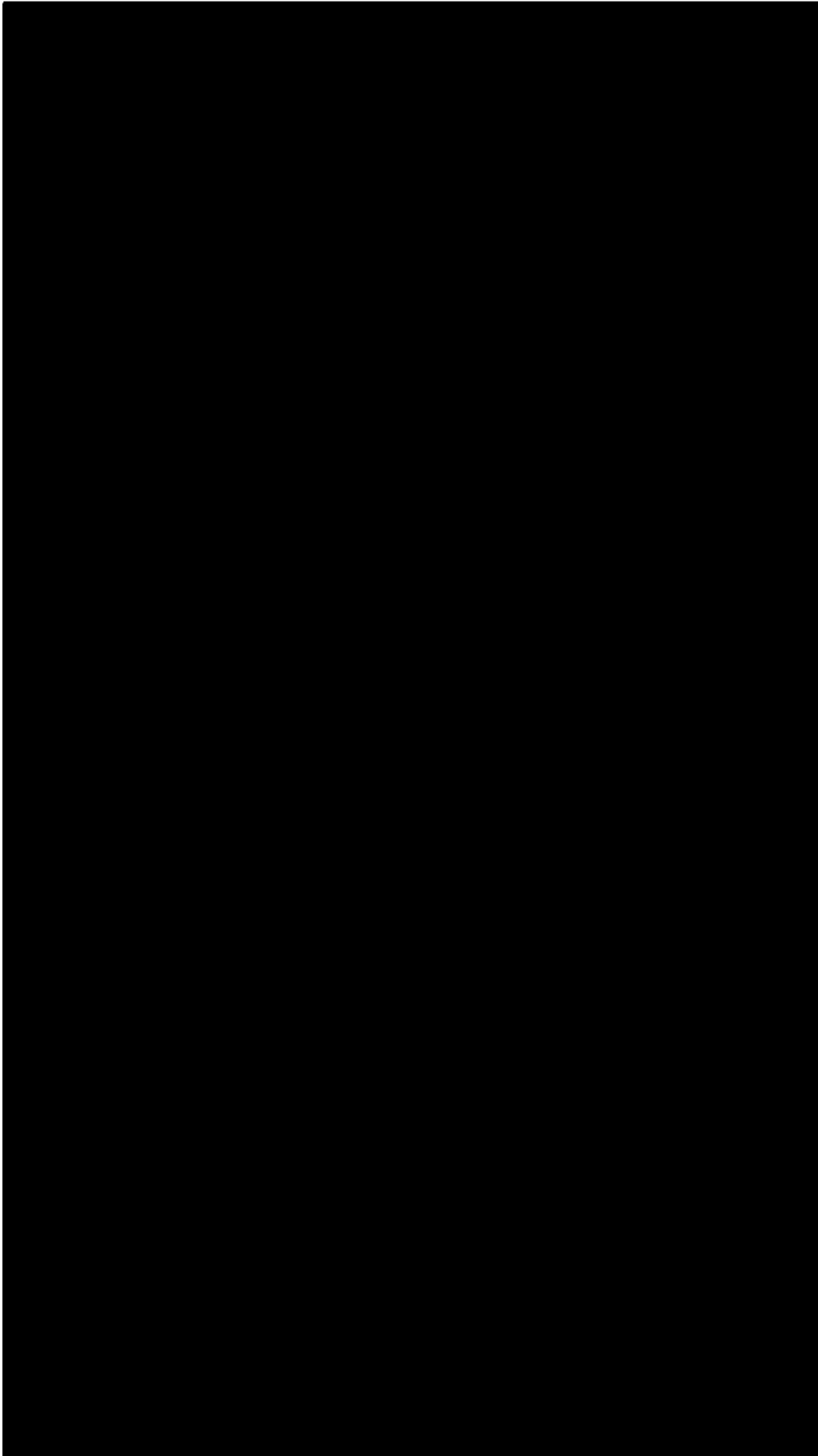
**Classification:** \_\_\_\_\_

**MATTHEW CHRISTENSEN, PE, SE**

*STRUCTURAL QA/QC*

**RESUME**





RESUME

**M. CHRISTENSEN, PE, SE**  
*Senior Registered Engineer*  
PAGE 2

**EXHIBIT F**

**Contract No. I-17-4677**

**Toltz, King, Duvall, Anderson and Associates, Inc.**

**SCOPE OF SERVICES**

See Attached



444 Cedar Street, Suite 1500  
Saint Paul, MN 55101  
651.292.4400  
tkda.com

**Western Access Bridge over UP Railroad Spur Track  
Illinois Tollway - RS&H  
July 31, 2017**

The TKDA Team will complete the work needed for the Western Access Bridge over UP Railroad Spur Track preliminary and final design described below. The work plan outlined below identifies the deliverables for each project task.

**TASK 1 • Project Management and Meetings**

**1.0 OVERALL PROJECT MANAGEMENT:** Project management tasks will include coordinating work efforts and day-to-day communications, weekly in-house project team meetings, and documentation of all forms of communication. We will also participate in weekly conference calls with the RS&H's Project Manager to discuss current issues and progress.

**1.1 PROJECT MEETINGS:**

**1.1.1 KICK-OFF MEETING:** TKDA will attend a Kick-off Meeting in Illinois with RS&H's Project Manager to collect available project data, confirm the basic project objectives and work plan, discuss the conceptual design process, obtain consensus on project requirements, discuss known project issues, and review the project schedule. It is assumed that one meeting will be required.

**1.1.2 DESIGN MEETINGS:** TKDA will attend design meetings in Illinois throughout the concept, preliminary, pre-final, and final design phase of the project. The meeting dates will be scheduled by RS&H with the Illinois Tollway. It is assumed that 12 meetings will be required.

**1.1.3 RAILROAD COORDINATION MEETINGS:** TKDA will attend railroad coordination meetings with UP Railroad and CP Railway throughout the concept, preliminary, pre-final, and final design phase of the project. The meeting locations and dates will be determined in conjunction with the Design Corridor Manager. It is assumed that 6 meetings will be required.

**TASK 2 • Quality Management Plan and Procedures**

**2.1 DESIGN AND PLAN SHEET CHECK:** TKDA places a strong emphasis on quality. We recognize that quality must permeate every aspect and phase of the project. We also recognize that quality for TKDA's work is the responsibility of TKDA and not the responsibility of our clients or reviewing agencies. In conformance with the RS&H Quality Management Plan, design calculations and plans will be checked, back checked, reconciled, corrected, and verified prior to submittal. With each submittal, TKDA will provide all plan and calculation check prints, along with a comment log documenting Illinois Tollway comments and TKDA's responses.

**2.2 SOFTWARE PROGRAMS:** Upon request TKDA will submit verification of all purchased, contracted, or locally prepared software that is to be used for design or calculations.

**2.3 QUALITY ASSURANCE VERIFICATION:** TKDA's Quality Assurance Manager will review plan and design submittals and will perform a Quality Assurance Verification of the quality control procedures to determine whether or not the required procedures were implemented. Any nonconformance issues identified in the verification will be resolved prior to the deliverable being submitted.

**Task 3 • Concept Submittal**

**3.1 CONCEPT SUBMITTAL:** Prior to starting the Bridge Type Study, TKDA will review the Phase 1 Engineering concept plans, reports, and other pertinent information. Upon completion of the document review TKDA will perform the necessary engineering and design to determine the type, size, and geometrics of the Western Access Bridge over the UP Railroad Spur Track. Structure depths and profile grades (by others) will be iterated together to provide the minimum required vertical clearance while not providing excessive additional clearance above the minimum requirements. Horizontal clearances and clear zones will be checked and verified. TKDA will prepare TS&L drawings and life cycle cost estimates for three options. A Bridge Type Study Memorandum summarizing the bridge type options will be submitted to the Illinois Tollway for review and comment.

**The Bridge Type Study will evaluate:**

- Initial construction of 4 lane Western Access Interstate.
- Future third lane each way addition (Ultimate Widening) to the Western Access Interstate.
- Future Ramp V1 to the Western Access Interstate.

**Task 4 • Prepare Preliminary Design (60%)**

**4.1 PREPARE PRELIMINARY DESIGN (60%):** TKDA will prepare Preliminary Bridge Plans based on the option selected from the Bridge Type Study Memorandum. The plans will include the General Plan and Elevation Sheet, Bridge Survey Sheet, Foundation Sheet, and other sheets as required (staging details, aesthetic details, construction plan, and alignment tabulations). Preliminary Cost Estimates will be developed. TKDA will resubmit the plans, if needed, after final review by the Illinois Tollway.

TKDA will prepare the Preliminary Bridge Plans in accordance with the following:

- Design standards and plan preparation will be completed per IDOT and Illinois Tollway requirements.
- Design in conformance with the BNSF and UP Railroad Guidelines for Railroad Grade Separation Projects.
- The approved Geotechnical Foundation Report (by others).
- Project Visual Quality Manual (by others).

Preliminary Bridge Plans will be developed for:

- Western Access Bridge over UP Railroad Spur Track

**4.1.1 PRELIMINARY DESIGN (60%) DELIVERABLES:**

- Preliminary Plan to the Illinois Tollway (for review and comment)
  - Six hard copy plan sets (11"x17")
  - MicroStation and GEOPAK files
  - Design calculations
  - Plan and calculation check sets
  - Preliminary cost estimate
  - PDF of preliminary plans
- Final Preliminary Plan to the Illinois Tollway (for signature)
  - Six hard copy plan sets (11"x17")
  - MicroStation and GEOPAK files
  - Design calculations
  - Plan and calculation check sets
  - Preliminary plan review comment log
  - Final preliminary cost estimate
  - PDF of final preliminary plan

**Task 5 • Western Access over UP Railroad Spur Track**

**5.1 PLANS, SPECIAL PROVISIONS, AND ESTIMATE (PS&E) PRELIMINARY SUBMITTAL (60%):** TKDA will prepare the PS&E Preliminary Submittal (60%) plans. Design standards and plan preparation will be completed per IDOT and Illinois Tollway requirements.

PS&E Preliminary Submittal (60%) will be developed for:

- Western Access Bridge over UP Railroad Spur Track
  - General Plan and Elevation
  - Bridge Layout Sheet(s)
  - Substructure Detail Sheet(s)
  - Framing Plan
  - Beam Sheet(s)
  - Standard Details Sheets
  - Architectural or Special Detail Sheet(s)
  - Bridge Survey Sheet(s)
  - Draft Unique Special Provisions
  - Quantities and Construction Cost Estimate
  - 3-D Model (MicroStation format)
- **5.1.1 PS&E PRELIMINARY SUBMITTAL (60%) DELIVERABLES:**



- PS&E Preliminary Submittal (60%) (for review and comment)
  - Six hard copy plan sets (11"x17")
  - MicroStation and GEOPAK files
  - Plan and calculation check sets
  - Final design calculations
  - PDF of Preliminary Submittal (60%) plans
  - Draft unique special provisions
  - Quantity calculations and construction cost estimate
  - 3-D Model (MicroStation format)

**5.2 PS&E PRE-FINAL SUBMITTAL (95%):** TKDA will incorporate the PS&E Preliminary Submittal (60%) plan comments and prepare PS&E Pre-Final Submittal (95%) plans.

PS&E Pre-Final Submittal (95%) will be developed for:

- Western Access Bridge over UP Railroad Spur Track
  - General Plan and Elevation
  - Bridge Layout Sheet(s)
  - Substructure Detail Sheet(s)
  - Framing Plan
  - Beam Sheet(s)
  - Superstructure Detail Sheet(s)
  - Standard Details Sheets
  - Architectural or Special Detail Sheet(s)
  - Bridge Survey Sheet(s)
  - Unique Special Provisions
  - Quantities and Construction Cost Estimate
  - 3-D Model (MicroStation format)

**5.2.1 PS&E PRE-FINAL SUBMITTAL (95%) DELIVERABLES:**

- PS&E Pre-Final Submittal (95%) (for review and comment)
  - Six hard copy plan sets (11"x17")
  - MicroStation and GEOPAK files
  - Plan and calculation check sets
  - Final design calculations
  - 60% review comment and resolution log
  - PDF of Pre-Final Submittal plans
  - Draft unique special provisions
  - Quantity calculations and construction cost estimate
  - 3-D Model (MicroStation format)

**5.3 PS&E FINAL SUBMITTAL:** TKDA will incorporate the PS&E Pre-Final Submittal (95%) plan comments and prepare Certified Final Plans, Special Provisions, and Construction Cost Estimate.

PS&E Final Submittal will be developed for:

- Western Access Bridge over UP Railroad Spur Track

**5.3.1 PS&E FINAL SUBMITTAL DELIVERABLES:**

- PS&E Final Submittal (for acceptance)
  - Two hard copy plan sets (11"x17")
  - MicroStation and GEOPAK files
  - Final design calculations
  - Final review comment and resolution log

- Quantity calculations and construction cost estimate
- 3-D Model (MicroStation format)
- PDF of Final Submittal Plan
- Final Special Provisions
- CD with electronic copies of all final deliverables (MicroStation and GEOPAK files, PDF of certified plans, final design calculations, unique special provisions, construction elevation output, cost estimate, plan and calculation check prints, and comment resolution log)

**Task 6 • Load Rating Analysis**

**6.1 LOAD RATING ANALYSIS:** TKDA will prepare a load rating analysis for the Western Access Bridge over the UP Railroad spur track in accordance with the AASHTO Manual for Bridge Evaluation and will provide a Bridge Rating and Load Posting Report. The rating will be completed using AASHTOware BrR (Virtis). The final rating report and AASHTOware BrR file will be submitted for review/comment and acceptance.

Load Rating Analysis will be developed for:

- Western Access Bridge over UP Railroad Spur Track

**Task 7 • Preconstruction Support**

**7.1 PRECONSTRUCTION SUPPORT:** During the time between letting and the beginning of construction, TKDA will respond to RFI's and provide design support. Assume 6 RFI's.

**Task 8 • Construction Support**

**8.1 CONSTRUCTION SUPPORT:** During construction TKDA will respond to shop drawings, RFI's and FDC's and issue required addenda. Assume 10 shop drawing submittals, 6 RFI's, 6 FDC's, and 1 addenda.

**8.2 CONSTRUCTION ELEVATIONS:** TKDA will prepare construction elevations for the Western Access Bridge over the UP RAILROAD spur track.

**Task 9 • Railroad Coordination**

**9.1 RAILROAD COORDINATION:** TKDA will coordinate the planned highway bridges over railroad tracks within the EOWA Project (Contract No. I-17-4677 - Devon Avenue to Pratt Boulevard) with the UP Railroad and CP Railway. The bridge's design and construction plans will be in conformance with the AREMA Manual for Railroad Engineering and the BNSF and UP Railroad Guidelines for Railroad Grade Separation Projects. TKDA will assist RS&H in preparation of submittals for railroad review and acceptance, and resolution of railroad comments. All railroad contacts will be documented in writing (meeting minutes and list of attendees) and copied to the Illinois Tollway Project Manager.



## 9.2 SUBMITTAL REVIEW BY TKDA

### Submittals Reviewed:

- Preliminary Design (60%)
- PS&E Preliminary Submittal (60%)
- PS&E Pre-Final Submittal (95%)
- PS&E Final Submittal
- Special Provisions

### Structures Reviewed:

- Western Access Bridge over UP Railroad and CP Railway Track
- Western Access Bridge over UP Railroad Spur Track
- Ramp V1 over the UP Railroad Spur Track (Included in contingency scope)

### Reviewed Items:

- Railroad clearances
- Construction access plans
- Construction staging plans
- Site Specific Work Plans (SSWPs)
- Shoofly track design and review
- Detour access road alignment and profile review
- Temporary crossing phasing
- Shoring design and review
- Falsework reviews
- Temporary Construction Clearance reviews
- Utility Accommodation
- Track Protection coordination (flagging, windows, etc.)

## 9.3 RAILROAD AGREEMENTS:

### UP Railroad Agreement: New Public Highway Overpass Crossing Agreement

#### Contract Exhibits:

- Railroad General Terms and Conditions
- Railroad's Material and Force Account Estimate
- Railroad's Coordination Requirements
- Contractor's Right of Entry Agreement
- Temporary Railroad Crossing Plan
- Parcel Exhibits

### CP Railway Agreement: Cooperative Agreement

#### Contract Exhibits:

- Contractor-Railroad Agreement
- Temporary Railroad Crossing Plan
- Construction Plans
- Parcel Exhibits

**EXHIBIT G**

**Contract No. I-17-4677**

**Toltz, King, Duvall, Anderson and Associates, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
--------------------------------	--	--	---------------------------------------	---

Contract No.: I-17-4677

Consultant: Toitz, King, Duvall, Anderson and Associates, Inc.

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

\*\* Additional services funds require prior authorization before use

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

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

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

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

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

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

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

\*\* Additional services funds require prior authorization before use

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

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

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

# Contract Information Sheet

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

Consultant Name: Aqua Vitae Engineering, LLC

Contract Number: I-17-4677

Proposal Date: 8/7/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4677

Consultant:

Aqua Vitae Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017											TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		Dec
Concept											56	55	111
<b>TOTALS</b>											56	55	111



Contract Number: 1-17-4677

Consultant: Aqua Vitae Engineering, LLC

Consultant: Aqua Vitae Engineering, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Concept	55	55	55	55										220
Prelim					55	55	55	55	55	55				330
INVEST				10	5					5	5			25
Pre-Final											36	36		72
<b>TOTALS</b>	<b>55</b>	<b>55</b>	<b>55</b>	<b>65</b>	<b>60</b>	<b>55</b>	<b>55</b>	<b>55</b>	<b>55</b>	<b>60</b>	<b>41</b>	<b>36</b>		<b>647</b>

Contract Number: I-17-4677 Consultant: Aqua Vitae Engineering, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Pre-Final	36	36	36	36										144
Final					27	27	27	27	27	27				162
Post-Design											9	9		18
<b>TOTALS</b>	36	36	36	36	27	27	27	27	27	27	9	9		324

Contract Number: I-17-4677 Consultant: Aqua Vitae Engineering, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Post-Design	9	9	9	9											36
<b>TOTALS</b>	9	9	9	9											36



Contract No.: I-17-4677

Consultant: Aqua Virae Engineering, LLC

Date: 8/7/2017

### 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	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	Date	Date
	30.0	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-17-4677

Consultant: Aqua Vitae Engineering, LLC

Date: 8/7/2017

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

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>										<b>DIRECT COST OVERTIME PREMIUM</b>			
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Escalated Work Hours (Including Overtime)	Total Estimated Work Hours:			Total Overtime Premium:			
							Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor	Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)
No	Principal	\$50.00	\$70.00	\$50.00	\$50.00	1,118.00							
No	Project Manager	\$40.00	\$70.00										
No	Senior Engineer/Planner	\$40.00	\$70.00										
No	Resident Engineer	\$40.00	\$70.00										
No	Project Engineer/Planner	\$25.00	\$60.00										
No	Staff Engineer/Planner	\$20.00	\$40.00										
No	Engineer /Accountant	\$20.00	\$60.00										
No	Senior Technical Specialist	\$25.00	\$60.00										
No	Technical Specialist	\$15.00	\$50.00										
No	Architect	\$30.00	\$70.00										
No	Realty Specialists	\$20.00	\$70.00										
No	Intern	\$8.25	\$20.00										

Contract No.: I-17-4677

Consultant: Aqua Vitae Engineering, LLC

Date: 8/7/2017

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

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>							<b><u>DIRECT COST</u></b>	
							<b><u>OVERTIME PREMIUM</u></b>	
<p style="text-align: center;">Total Estimated Work Hours: <u>1,118.00</u></p> <p style="text-align: center;">Average Hourly Rate: <u>\$50.00</u></p> <p style="text-align: center;">Total Direct Labor <u>\$55,900.00</u></p>							<p style="text-align: center;">Total Estimated O/T Hours:</p> <p style="text-align: center;">Average Premium O/T Hourly Rate:</p> <p style="text-align: center;">Total Overtime Premium:</p>	
Classification Eligible for Premium Overtime?	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Escalated Work Hours (Including Overtime)	Escalated Average Premium Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
								No

Contract No.: I-17-4877

Consultant: Aqua Vitae Engineering, LLC

Date: 8/7/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

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



Contract No.: I-17-4677 Consultant: Aqua Vitae Engineering, LLC

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinois Tollway.com/documents/10157/2389762/12\\_LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_10012013.PDF](http://www.illinois Tollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF)
  
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)**

**\$ 3,480.00**

## **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-17-4677

Consultant: Aqua Vitae Engineering, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:**      **Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-17-4677**

**Aqua Vitae Engineering, LLC**

**SCOPE OF SERVICES**

Conduct field review(s) for Erosion & Sediment Control. Prepare Erosion and Sediment Control and Landscaping design, Concept Report, plans, Special Provisions (as needed), quantities and cost estimates. Attend project meetings. Prepare INVEST considerations for Erosion & Sediment Control and Landscaping.

**EXHIBIT G**

**Contract No. I-17-4677**

**Aqua Vitae Engineering, LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-17-4674	Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange Westbound Collector Distributor Road: Erosion & Sediment Control and Landscaping design.	\$51,750.00	\$51,750.00	11/31/2019
RR-16-9198	Systemwide Construction Management Upon Request, Non-Roadway	\$60,000.00	\$60,000.00	12/31/2018
I-16-4257	Environmental Studies Upon Request: Environmental Inspector for erosion and sediment control, NPDES, IEPA, USACE, IDNR, and local storm sewer permits who has the experience to evaluate and recommend corrective actions in the field.	\$50,000.00	\$50,000.00	7/31/2021
RR-16-4253	Roadway and Bridge Rehabilitation-Design Reagan Memorial Tollway MP 76.1 (IL 251) to MP 91.4 (Annie Glidden Road): Erosion and Landscaping field inspection, note preparation, design and quantity calculations. Attend INVEST meetings.	\$36,268.58	\$725.00	3/31/2018
I-16-4249	I-90 and Systemwide Construction Management Services Upon Request: Erosion & Sediment Control inspections and reporting.	\$30,000.00	\$21,900.00	12/31/2018
I-14-4193	I-90 at Roselle Road Interchange (MP 65.5), Construction Management Services	\$16,800.00	\$16,800.00	5/31/2018
C-91-010-16	US 45 (Milburn Bypass) North of Milburn Road to North of Grass Lake Road, Phase III: Erosion & Sediment Control and USACE 404 field inspections and reporting.	\$49,730.73	\$49,730.73	12/31/2018

C-91-324-16	Various Maintenance Construction Engineering/Erosion and Sediment Control/Landscape Architecture for Various Projects: SWPPP review, ESC Field Meetings, Erosion & Sediment Control and USACE 404 Reporting for IDOT let projects throughout District I.	\$120,000.00	\$120,000.00	3/31/2020
Private	Various development and storm water management permits for a private property management co.	Time & Materials	Approx. \$4,000	7/11/2017
Private	Various urban infill land redevelopment projects: Storm water management and Best Management Practices (BMPs) design and specifications.	Time & Materials	Approx. \$10,500	12/31/2017
Private	Various greenfield residential land development projects: Storm water management and Best Management Practices (BMPs) design and specs.	Time & Materials	Approx. \$4,000	3/31/2018
LCPFD	Stream stabilization design and permitting.	\$13,600.00	\$13,600.00	7/1/2017
Private	Bathymetric sediment surveys	\$7,000.00	\$7,000.00	7/1/2017

Contract No.: I-17-4877

Consultant: Aqua Vitae Engineering, LLC

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1	_____		
	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"



**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

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

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

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

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

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

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

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

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

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

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

\*\* Additional services funds require prior authorization before use

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

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

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

# Contract Information Sheet

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

Consultant Name: Cooper Zietz Engineers, Inc. (dba Akana)

Contract Number: I-17-4677

Proposal Date: 8/7/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4677

Consultant: Cooper Zietz Engineers, Inc. (dba Akana)

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2017												Grand Total Exhibit A Hours	TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
CONCEPT												40	20	60	
PS&E															
<b>TOTALS</b>													20	40	60

Contract Number: 1-17-4677 Consultant: Cooper Zietz Engineers, Inc. (dba Akana)

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
CONCEPT	60	40	40	20	20	20								200
PS&E										20	40	40		100
<b>TOTALS</b>	<b>60</b>	<b>40</b>	<b>40</b>	<b>20</b>	<b>20</b>	<b>20</b>				<b>20</b>	<b>40</b>	<b>40</b>	<b>20</b>	<b>300</b>

Contract Number: I-17-4677

Consultant: Cooper Zietz Engineers, Inc. (dba Akana)

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
CONCEPT														
PS&E	60	60	60	20						20	40	40		300
<b>TOTALS</b>	60	60	60	20						20	40	40		300

Contract Number: 1-17-4677 Consultant: Cooper Zietz Engineers, Inc. (dba Akana)

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
CONCEPT																	
PS&E	40	20	20	10													90
<b>TOTALS</b>	40	20	20	10													90



Contract No.: I-17-4677

Consultant: Cooper Zletz Engineers, Inc. (dba Akena)

Date: 8/7/2017

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

**ESCALATION PER YEAR Year 6 through 10**

Date	Date	Date	Date	Date	Date	Date
-	-	-	-	-	-	-
30.0	30.0	30.0	30.0	30.0	30.0	30.0
Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	Escalation Factor Eleventh Period	Escalation Factor Twelfth Period	Escalation Factor Thirteenth Period	Escalation Factor Fourteenth Period

The escalation factor for this project is: 100.00%



Contract No.: I-17-4677

Consultant: Cooper Zietz Engineers, Inc. (dba Akana)

Date: 8/7/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>										<b>DIRECT COST OVERTIME PREMIUM</b>		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Escalated Work Hours (Including Overtime)	Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	Total Estimated O/T Hours:
												Average Premium O/T Hourly Rate:
No	Principal	\$50.00	\$70.00	\$63.95	\$63.95	30.00	750.00		\$26,992.50			52.00
No	Project Manager	\$40.00	\$70.00	\$53.40	\$53.40	90.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$51.00	\$51.00	150.00						
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00									
No	Staff Engineer/Planner	\$20.00	\$40.00	\$31.19	\$31.19	208.00						
Yes	Engineer /Accountant	\$20.00	\$60.00	\$29.69	\$29.69	12.00				14.85	2.00	
No	Senior Technical Specialist	\$25.00	\$60.00									
Yes	Technical Specialist	\$15.00	\$50.00	\$24.00	\$24.00	210.00				12.00	40.00	
No	Architect	\$30.00	\$70.00									
No	Realty Specialists	\$20.00	\$70.00									
Yes	Intern	\$8.25	\$20.00	\$13.54	\$13.54	40.00				6.77	8.00	

Contract No.: I-17-4677

Consultant: Cooper Zietz Engineers, Inc. (dba Akana)

Date: 8/7/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>									
		<b>Total Estimated Work Hours:</b>		750.00					
		<b>Average Hourly Rate:</b>		\$35.99					
		<b>Total Direct Labor:</b>		\$26,992.50					
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)	<b>DIRECT COST OVERTIME PREMIUM</b>		
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only)	Total Overtime Premium:
Yes	Admin/Clerical	\$8.25	\$40.00	\$19.17	\$19.17	10.00	9.59	2.00	\$582.92

Contract No.: I-17-4677

Consultant: Cooper Zietz Engineers, Inc. (dba Akana)

Date: 8/7/2017

**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	Vice President	Paul E. Kluvers	\$50 - \$70
Project Manager	Project Manager	Robert I. Foster	\$40 - \$70
Senior Engineer/Planner	Sr. Engineer/Planner	R. Paul Knox	\$40 - \$70
	Sr. Bridge Engineer	Dennis C. Quarto	
Resident Engineer			\$40 - \$70
Project Engineer/Planner			\$25 - \$60
Staff Engineer/Planner	Civil Engineer	Erika L. Brunson	\$20 - \$40
	Civil Engineer	Maral Abdi	
Engineer /Accountant	Engineer / Accountant	Kathleen R. Odell	\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	CAD Technician	Timothy L. Humphrey	\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern	Intern	Dominic A. Nudo	\$8.25 - \$20
Admin/Clerical	Admin/Clerical	Rachel M. Decker	\$8.25 - \$40

Contract No.:           I-17-4677          

Consultant:           Cooper Zietz Engineers, Inc. (dba Akana)          

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

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

B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/2389762/12\\_LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_10012013.PDF](http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF)

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

**DIRECT COST CATEGORY**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)**           \$      3,850.00

## ALLOWABLE DIRECT COSTS

**10.01.2013**

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

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV 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-17-4677

Consultant: Cooper Zietz Engineers, Inc. (dba Akana)

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:**      **Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-17-4677**

**Environmental Design International, Inc.**

**SCOPE OF SERVICES**

**Roadway and Civil Support**

Concept level – Roadway support including typical sections, existing/removal plans, geometric review, quantities, specifications, and cost estimates for such as requested by RS&H. Attend project meetings and perform field reviews as necessary.

PS&E - Roadway support including typical sections, pavement marking plans, existing/removal plans, geometric review, quantities, specifications, and cost estimates for such as requested by RS&H. Attend project meetings and perform field reviews as necessary.

Contingency for possible ramp V1 addition PS&E - Roadway support including typical sections, pavement marking plans, existing/removal plans, geometric review, quantities, specifications, and cost estimates for such as requested by RS&H. Attend project meetings and perform field reviews as necessary.

Contingency for local roads work - Roadway support including typical sections, pavement marking plans, existing/removal plans, quantities, specifications, and cost estimates for such as requested by RS&H. Attend project meetings and perform field reviews as necessary.



**EXHIBIT G**

**Contract No. I-17-4677**

**Cooper Zietz Engineers, Inc. (dba Akana)**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
--------------------------------	--	--	---------------------------------------	---

Contract No.: 1-17-4877

Consultant: Cooper Zletz Engineers, Inc. (dba Akana)

**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.

**OBE/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 OBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

TOTAL Additional Services OBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

TOTAL Allowable Fee OBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

OBE/MBE/WBE Percentage of Total Fee (includes Additional Services): \_\_\_\_\_

OBE/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>8</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: Delta Engineering Group, LLC

Contract Number: I-17-4677

Proposal Date: 8/7/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: I-17-4677

Consultant: Delta Engineering Group, LLC

Grand Total Exhibit A Hours 2,872

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
BASE SCOPE (CONCEPT and PS&E)											145	204	349
TOTALS											145	204	349

Contract Number: I-17-4677

Consultant: Delta Engineering Group, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
BASE SCOPE (CONCEPT and PS&E)	245	136	320	320	400	200	200	180	140	140	162	76	2519
<b>TOTALS</b>	245	136	320	320	400	200	200	180	140	140	162	76	2519



Contract Number: I-17-4677

Consultant:

Delta Engineering Group, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
BASE SCOPE (CONCEPT and PS&E)				4												4
<b>TOTALS</b>				4												4





Contract No.: 1-17-4677 Consultant: Delta Engineering Group, LLC

Date: 8/7/2017

**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	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	Date	Date
30.0	30.0	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		Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: 1-17-4677

Consultant: Delta Engineering Group, LLC

Date: 8/7/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>							<b>DIRECT COST OVERTIME PREMIUM</b>	
							Total Estimated Work Hours:	2,872.00
							Average Hourly Rate:	\$44.45
							Total Direct Labor	\$127,660.40
							Total Estimated O/T Hours:	
							Average Premium O/T Hourly Rate:	
							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	Principal	\$50.00	\$70.00	\$70.00	\$70.00	12.00		
No	Project Manager	\$40.00	\$70.00	\$59.00	\$59.00	190.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$58.00	\$58.00	462.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$47.00	\$47.00	1,210.00		
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$32.00	\$32.00	998.00		
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00					
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00					

Contract No.: 1-17-4677

Consultant: DELTA ENGINEERING GROUP,LLC

Date: 8/7/2017

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	Syed Shuja Kazi, PE., SE.	\$50 - \$70
	President	Syed M Kazi	
Project Manager	Project Manager	Syed Shuja Kazi, PE., SE.	\$40 - \$70
	Project Manager	Harjit Singh, PE.	
Senior Engineer/Planner	Electrical Engineer-Senior	Harjit Singh, PE.	\$40 - \$70
	Structural Engineer-Senior	Syed Shuja Kazi, PE., SE.	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Electrical Engineer	Hamja S. Master, P.E.	\$25 - \$60
	Electrical Engineer	Kashif M. Khan	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Engineer-I	Romano A. Mamucod	\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

**Contract No.:** I-17-4677      **Consultant:** Delta Engineering Group, LLC

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/2389762/12\\_LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_10012013.PDF](http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF)
  
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)**

**\$**      500.00

## **ALLOWABLE DIRECT COSTS**

**10.01.2013**

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

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

## **ALLOWABLE DIRECT COSTS**

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

Contract No.:   I-17-4677  

Consultant:   Delta Engineering Group, LLC  

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Principal In -Charge:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Others:**      **Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_



## EXHIBIT F

Contract No.I-17-4677

Delta Engineering Group, LLC

### SCOPE OF SERVICES

July 17th, 2017

**TOLLWAY CONTRACT NO. I-17-4677**

**Prime: RS&H**

Delta engineering services under Contract I-17-4677 shall consist of Concept verification, Roadway Lighting, ITS underground infrastructure and Ramp Plaza AET design for Elgin O'Hare Western Access, and Traffic Signal Modifications at Devon Avenue and Elmhurst Road.

**Concept Verification (Part of Base Scope):**

As part of contract I-17-4677, Delta engineering will review concept plans prepared by DCM as per the requirements of the Tollways Design Section Engineer's Manual, as amended by the Tollway, the design criteria and policies, Standard specifications, material and construction requirements of the Illinois Tollway and illumination guidelines for roadway lighting. ITS infrastructure will be reviewed as per latest Tollway standards. Lighting calculations will perform using AGI32 software.

Delta engineering will prepare the exhibits for roadway lighting and ITS underground infrastructures (duct packages, power and fiber optic handholes).

Delta engineering will coordinate all roadway lighting and ITS infrastructure work with Tollway Western Access contracts 4678 and N03/05.

**Roadway Lighting (Part of Base Scope):**

The Roadway lighting design process is of sufficient complexity that a logical and systematic approach is needed. Delta engineering Roadway Lighting design approach will be using Tollway illumination Guidelines as a guiding tool, with careful Attention to critical points in making decisions, quality control and construction budgeting and resources.

This approach provides a logical basis for selecting lighting fixtures, fixture mounting height, configurations and fixture spacing. LED fixture will be utilize as per Tollway Illumination Guidelines Special attention is giving to lighting pollution issues with emphasis on solving the problem of glare and light trespassing. Lighting calculations will perform using AGI32 software.

Delta engineering will perform Voltage drop calculations to ensure that roadway lighting voltage drop is below Illinois Tollway Guide lines.

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.

Roadway lighting controller will be host inside of Ramp Plaza (NB) Building.

Delta engineering will coordinate all roadway lighting and ITS infrastructure work with Tollway Western Access contracts 4678 and N03/05.

Delta engineering will prepare Railroad Structure Tunnel Lighting design as per Tollway standards / RP-22.

Delta engineering will prepare Plans, Specifications, summary of quantities and cost estimate for Roadway lighting.

**ITS Infrastructure Design (Part of Base Scope):**

Delta engineering will develop ITS infrastructure plans following Tollway criteria for required duct packages for Fiber optic and Power, Delta engineering will space Fiber optic handholes and power handholes as per Tollway requirements.

Delta engineering will prepare plans, specifications, summary of quantities and cost estimate for ITS

infrastructure work.

**General:**

Prepare special provisions, summary of quantities and cost estimate for All Electronic Tolling (AET), Roadway Lighting, Traffic Signal and ITS scope

Meeting and coordination with RS&H/Tollway to discuss project requirements, problems and alternatives regarding site conditions and project planning.

Attend coordination meetings with RS&H /Tollway for All Electronic Tolling (AET), Roadway Lighting, Traffic Signal and ITS scope.

All plan drawing sheets will be prepared utilizing electronically prepared base sheets as approved and field verified by RS&H.

All plan sheets will be prepared on Microstation V8i. All word processing and spreadsheet work will be prepared in MS office.

All coordination with Tollway in regard to acquiring any information necessary for preparation of design documents will be performed by RS&H.

Existing and proposed utilities information will be provided by RS&H.

**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.

Obtain all Record or As-built drawings of cross roads, adjacent roadways, structures etc., as required for the design.

Construction Management services, construction inspections, and preparing As-built drawings.

Shop drawing review, responses to the RFI.

Special foundations for poles, controllers and other equipment requiring structural designs, and foundations.

Structural design.

Electrical testing.

Value engineering.

LM141201	CDA - TOR 28624-85-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 172-008 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 SL 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 H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

\*\* Additional services funds require prior authorization before use

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

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

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

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

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

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

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

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

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

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

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

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

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

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

<u>6</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: Environmental Design International, Inc.

Contract Number: I-17-4677

Proposal Date: 8/7/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: 1-17-4677 Consultant: Environmental Design International, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Grand Total Exhibit A Hours	
Control, Ties, Benchmarks, Alignment													80	80	
Palumbo Property													164	164	
Railroad (1,000' each direction for RR main & spur structure)													140	140	
Post N09/ground surveys													100	100	
Local roads													100	100	
Boring locations													30	20	
Team meeting													8	8	
Field checks															
Administration													2	2	
<b>TOTALS</b>													360	524	884

Contract Number: 1-17-4677 Consultant: Environmental Design International, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Control, Ties, Benchmarks, Alignment				16						10				26
Palumbo Property														
Railroad (1,000' each direction for RR main & spur structure)														
Post N09/ground surveys	200			140										340
Local roads	100			60										160
Boring locations														
Team meeting										8				8
Field checks				8						8				16
Administration				2						2				4
<b>TOTALS</b>	300			226						28				554



Contract Number: 1-17-4677 Consultant: Environmental Design International, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Control, Ties, Benchmarks, Alignment														
Palumbo Property														
Railroad (1,000' each direction for RR main & spur structure)														
Post N09/ground surveys														
Local roads														
Boring locations														
Team meeting														
Field checks														
Administration														
<b>TOTALS</b>														0

Contract Number: I-17-4677 Consultant: Environmental Design International, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Control, Ties, Benchmarks, Alignment																
Palumbo Property																
Railroad (1,000' each direction for RR main & spur structure)																
Post N09/ground surveys																
Local roads																
Boring locations																
Team meeting																
Field checks																
Administration			2													2
<b>TOTALS</b>			2													2



Contract No.: I-17-4877 Consultant: Environmental Design International, Inc.

Date: 8/7/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 29 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**

Date	Date	Date	Date	Date	Date
11/1/2017	6/30/2018	7/1/2018	6/30/2019	7/1/2019	3/31/2020
8.0	12.0	9.0	9.0	29.0	29.0
27.59%	41.38%	31.03%			
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	

**ESCALATION PER YEAR Year 6 through 10**

Date	Date	Date	Date	Date	Date
29.0	29.0	29.0	29.0	29.0	29.0
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-17-4677

Consultant: Environmental Design International, Inc.

Date: 8/7/2017

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

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>										<b>DIRECT COST</b>	
<b>'Yes' must be selected in Column A</b>										<b>OVERTIME PREMIUM</b>	
		Total Estimated Work Hours: 1,440.00				Total Estimated Work Hours: 1,440.00				Total Overtime Premium:	
		Average Hourly Rate: \$43.02				Average Hourly Rate: \$43.02				Total Overtime Premium:	
		Total Direct Labor \$61,948.80									
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	75.00					
No	Project Manager	\$40.00	\$70.00	\$63.88	\$63.88	135.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$63.86	\$63.86	186.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$43.85	\$43.85	348.00					
No	Staff Engineer/Planner	\$20.00	\$40.00								
No	Engineer/Accountant	\$20.00	\$60.00								
No	Senior Technical Specialist	\$25.00	\$60.00	\$32.89	\$32.89	340.00					
No	Technical Specialist	\$15.00	\$50.00	\$27.42	\$27.42	340.00					
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								

Contract No.: I-17-4677

Consultant: Environmental Design International, Inc.

Date: 8/7/2017

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 Overtime Premium:
							Average Premium O/T Hourly Rate:	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)
No	Admin/Clerical	\$8.25	\$40.00	\$27.03	\$27.03	16.00	1,440.00	\$61,948.80
<b>'Yes' must be selected in Column A</b>								

Contract No.: #REF1

Consultant: #REF1

Date: #REF1

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

<b>Tollway Classification</b>	<b>Consultant Classification (specific to each company)</b>	<b>Consultant Employee Name (SEE NOTE 1 TO RIGHT)</b>	<b>Range per Hour</b>
Principal	President		\$50 - \$70
	Executive Vice President	Michael T. Ring, PLS, PS	
Project Manager	Surveyor II	William J. Fleming, PLS	\$40 - \$70
Senior Engineer/Planner	Surveyor I	Lea Ann Graves, PLS	\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Surveyor I	Matthew Westerkamp	\$25 - \$60
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Survey Crew Chief	Jeffery Flowers	\$25 - \$60
	Survey Crew Chief	John Toczyłowski	
	Survey Crew Chief	Robert Woodlief	
Technical Specialist	Instrument Person	Daniel Check	\$15 - \$50
	Instrument Person	Daniel Hermann	
	Instrument Person	Joshua Mondesir	
	CADD Technician	Jason Szabo	
	CADD Technician	Keith Richardson	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrative Support I	Amy Thede	\$8.25 - \$40

Contract No.: I-17-4677 Consultant: Environmental Design International, Inc.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/2389762/12\\_LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_10012013.PDF](http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_10012013.PDF)
  
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

<b>DIRECT COST CATEGORY</b>	
<u>CP Access Application Fee</u>	\$ 1,500.00
<u>UP Access Application Fee</u>	\$ 1,500.00
<u>CP ROE License</u>	\$ 1,000.00
<u>UP ROE License</u>	\$ 1,000.00
<u>CP Cable Locates</u>	\$ 500.00
<u>UP Cable Locates</u>	\$ 500.00
<u>RPLI</u>	\$ 2,000.00
<u>eRailSafe (10 @ \$20 per person)</u>	\$ 200.00
<u>Flaggers (8) @ \$1,300 per 10 hour day</u>	\$ 10,400.00

**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)** \$ 21,590.00



## **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-17-4677

Consultant: Environmental Design International, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:**      **Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

## **EXHIBIT F**

**Contract No. I-17-4677**

**Environmental Design International, Inc.**

### **SCOPE OF SERVICES**

I-17-4677 (N06) Western Access South of Devon to Pratt Avenue RSH TKDA EDI Survey Scope  
Canadian Pacific and Union Pacific Railroad Coordination and Access - EDI will submit the required access applications and fees, secure a Right of Entry license and acquire insurance to the specified limits. Field staff will take the required eRailSafe training classes and abide by all required railroad safety protocols. Flaggers will be scheduled when work is being performed within the specified limits of the track, and field staff will work at the flagger's direction. For the O'Hare portion, the assigned EDI field staff will be badged for work at secure portions of the airport, including airside.

Control – EDI will establish site control from supplied corridor control using GPS and digital differential leveling, setting control points with recovery ties and benchmarks with descriptions for construction document inclusion. Sufficient control will be set out of construction limits ensuring that control can be re-established throughout the construction phase.

Right of Way – EDI will locate monumentation to define the existing and proposed right of way of local roads, the proposed mainline and the railroads within the project limits.

Tree Surveys – EDI will tag and locate trees above 4" in caliper, with species and condition by others.

Wetland Delineation Survey – EDI will survey the locations of wetland delineation marking by others.

Geotechnical - EDI will stake proposed cores and borings and locate cores and borings after drilled and provide station - offset, elevation, and coordinates for geotechnical report inclusion. We estimate 100 boring/coring locations, and the work may require another Railroad Right of Entry agreement depending on the timing.

Railroad Survey – EDI will survey the existing railroad tracks 1,000 feet north and south of the proposed structures at approximately Devon Avenue. Cross sections will be surveyed at approximate 100 foot intervals and include top of rail, and top of ballast. Appurtenances including switches, mile markers, communication facilities, fencing, signage and signals will be located. Coordinate with third party cable and utility locating firm and survey located lines. The survey will extend to at least 50 feet beyond the railroad right of way and include parallel and lateral ditches and drainage systems.

490 over UPRR/CPRR

2000' of cross sections at 100' including top of rail

Up to 6 rail lines (2 CPRR, 4 UPRR)

490 over UPRR Spur Line

1000' of cross sections at 100' including top of rail

1 rail line

1 at-grade crossing on Elmhurst Road (addl. Traffic control)

Proposed Mainline Survey – EDI will coordinate with O'Hare access personnel and work at the direction of O'Hare escort staff. From Station 1218+00 to Station 1260+00 EDI will cross section the mainline right of way at 100 foot intervals, locating all physical features including trees, fences, ditches, utilities and signs. The limits of N09 O'Hare Advanced Earthwork Phase II areas will be avoided until that work is complete. The survey will extend 50 feet beyond the proposed right of way to establish drainage patterns. The survey will include the Contingency Scope Devon - Pratt Future Interchange Ramps area.

Elmhurst Road – EDI will survey the existing Elmhurst Road right of way from Supreme Drive to Pratt Boulevard, 1000' of Devon Ave and 1000' feet of Pratt Boulevard, and 500' of Arthur Ave. Roadway features including pavement differentiated by type, pavement marking, driveways, curb, sidewalk, signals, lighting and signage, public and private utilities, drainage structures with inverts, fencing and trees over 4" in caliper. Above and underground utilities will be located by above ground observations with depths, heights and sizes noted. The survey will include the Contingency Scope Elmhurst Road Improvements area.

Palumbo Property – EDI will obtain access, and survey the site including the existing drainage system.

**EXHIBIT G**

**Contract No. I-17-4677**

**Environmental Design International, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-16-4267	Maintenance Facilities Site Design	\$1,094,992.00	\$1,094,992.00	6/30/2025
I-15-4657	EOWA Bensenville Yard	\$2,031,192.00	\$2,031,192.00	1/31/2026
D-91-227-15	US 45, IL 60 to IL 22	\$1,000,000.00	\$810,929.00	7/14/2025
D-91-110-12	Various Land Acquisition Surveys	\$500,000.00	\$188,978.00	3/31/2019
P-91-004-14	Various Phase I Projects	\$1,800,000.00	\$832,636.00	2/2/2024
D-91-462-14	Various Waste Assessments and Investigations	\$300,000.00	\$208,018.00	12/31/2017
P-30-010-14	Hazardous Waste Surveys	\$800,000.00	\$758,952.00	2/20/2018
C-91-192-14	CM I-55 at US 41 (Lake Shore Drive)	\$2,343,595.00	\$501,506.00	9/1/2017

Contract No.: 1-17-4677

Consultant: Environmental Design International, Inc.

**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)	\$ _____	-

4	_____		
	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)	\$ _____	-

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

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

\*\* Additional services funds require prior authorization before use

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

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

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

# Contract Information Sheet

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

Consultant Name: GSG Consultants, Inc.

Contract Number: I-17-4677

Proposal Date: 8/7/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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



Contract Number: I-17-4677

Consultant: GSG Consultants, Inc.

GSG Consultants, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2017												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Grand Total Exhibit A Hours	2,040	
Geotechnical Investigation														50	50	100
<b>TOTALS</b>														50	50	100

Contract Number: I-17-4677 Consultant: GSG Consultants, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Geotechnical Investigation	200	200	300	300	300	300	200	100								1900
<b>TOTALS</b>	200	200	300	300	300	300	200	100								1900

Contract Number: I-17-4677 Consultant: GSG Consultants, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2019												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Geotechnical Investigation			10		10		10		2							32
<b>TOTALS</b>			10		10		10		2							32

Contract Number: I-17-4677

Consultant: GSG Consultants, Inc.

GSG Consultants, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Geotechnical Investigation	2	2	2	2										8
<b>TOTALS</b>	2	2	2	2										8



Contract No.: I-17-4677

Consultant: GSG Consultants, Inc.

Date: 8/7/2017

**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**

11/1/2017 - 12/31/2017	1/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 4/30/2020	
Date	Date	Date	Date	Date
2.0	12.0	12.0	4.0	30.0
30.0	30.0	30.0	30.0	30.0
6.67% 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.: 1-17-4677

Consultant: GSG Consultants, Inc.

Date: 8/7/2017

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

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>										<b>DIRECT COST</b>	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Overtime Premium:				
							Estimated Overtime Hours	Average Premium Overtime Hourly Rate:			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	80.00	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			
No	Project Manager	\$40.00	\$70.00	\$54.00	\$54.00	200.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$47.00	\$47.00	340.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$40.00	\$40.00	420.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$30.00	\$30.00	410.00					
No	Engineer /Accountant	\$20.00	\$60.00								
No	Senior Technical Specialist	\$25.00	\$60.00								
No	Technical Specialist	\$15.00	\$50.00	\$32.00	\$32.00	510.00					
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
No	Admin/Clerical	\$8.25	\$40.00	\$27.00	\$27.00	80.00					
<b>Total Estimated Work Hours: 2,040.00</b> <b>Average Hourly Rate: \$39.20</b> <b>Total Direct Labor \$79,968.00</b>							<b>Total Overtime Premium:</b>				

EXHIBIT "1"

Contract No.: I-17-4677

Consultant: GSG Consultants, Inc.

Date: 8/7/2017

**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	Ala Sessia, Ph. D, P.E	\$50 - \$70
Project Manager	Project Manager	Letzel, Scott	\$40 - \$70
	Project Manager	Olson, Jay	
	Project Manager	Suda, Robert	
Senior Engineer/Planner	Senior Engineer	Dawn Edgeff, P.E	\$40 - \$70
	Senior Engineer	Chandhuri, Kalyan	
	Senior Engineer	Shakh, Kaseem	
	Project Manager	Thomas, Crispin	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Johnson, Charles	\$25 - \$60
	Project Engineer	Chipko, Matthew	
	Project Engineer	Jarass, Oasseem	
	Project Engineer	Riad, Oesama	
	Project Engineer	Rothamer, Jeffery	
Staff Engineer/Planner	Staff Engineer	Flores, Edwin	\$20 - \$40
	Staff Engineer	Kizawi, Ameer	
	Staff Engineer	Votava, Jeffery	
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	Inspector	Cagney, Thaddeus	\$15 - \$50
	Inspector	McCoy, David	
	Inspector	Oliver, Lindsay	
	Inspector	Mottani, Imran	
	Inspector	Rowe, Joshua	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrator	Garman, Hala	\$8.25 - \$40
	Administrator	Zarco, Petra	





## **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."**

### In-House Drilling Unit Price Schedule

Job/Prop No. I-17-4677  
 Client Toitway  
 Project Name I-17-4677 EOWA  
 Location \_\_\_\_\_

Description	UOM	Unit Price
Mobilization/Demobilization (ATV H.S.A. Rig) & Service Truck	HOOR	\$450.00
Mobilization/Demobilization (Truck H.S.A. Rig & Service Truck)	HOOR	\$350.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew)	HOOR	\$12.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew) - Overtime	HOOR	\$40.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew) - Night Shift	HOOR	\$16.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew) - Night Shift Overtime	HOOR	\$48.00
Prevailing Wage Diff from Regular Salary Rate (2 man/crew) - Sunday	HOOR	\$81.00
Drill Rig Daily Rate (8 hours)	Day	\$1,450.00
Drill Rig Hourly Rate (over 8 hours)	HOOR	\$190.00
Daily Travel to and from Site	HOOR	\$275.00
Drill Rig Hourly Rate (over 8 hours)	HOOR	\$180.00
Standby Boring Access and Hauling Water	HOOR	\$275.00
Borehole Setup (Borings less than 10')	EACH	\$40.00
Hollow Stem Augering, 3 1/4" or 4 1/4"		
0 - 30'	LF.	\$11.00
30' - 50'	LF.	\$16.00
51' - 75'	LF.	\$19.00
76' - 100'	LF.	\$20.00
100' - 125'	HOOR	\$250.00
Split Spoon Sampling (2" Diameter)		
0' - 30'	EACH	\$15.50
30' - 50'	EACH	\$18.50
51' - 75'	EACH	\$30.00
76' - 100'	EACH	\$75.00
100' - 150'	HOOR	\$250.00
Shelby Tubes 0 - 50'	EACH	\$50.00
Mud Rotary Drilling Set up Charge	EACH	\$150.00
Mud Rotary (<4" Diameter)		
0' - 30'	LF.	\$12.00
0' - 50'	LF.	\$17.00
51' - 75'	LF.	\$19.50
76' - 100'	LF.	\$22.00
100' - 150'	HOOR	\$250.00
Split Spoon Sampling Mud Rotary (2" Diameter)		
0' - 30'	EACH	\$18.00
30' - 50'	EACH	\$21.00
51' - 75'	EACH	\$32.00
76' - 100'	EACH	\$97.00
100' - 150'	HOOR	\$250.00
Install & Remove 3" NW Casing (0 - 100') (if required)	HOOR	\$250.00
Install & Remove 3" NW Casing (100' - 150')	HOOR	\$300.00
Bedrock Coring Setup	LF.	\$150.00
Rock Coring (NX size)	LF.	\$45.00
Backfill soil cutting	LF	\$2.50
Backfill Boring (Bentonite or Grout)	LF.	\$6.00
Rock Rotary Drilling (<4" Diameter)		
0 - 50'	LF.	\$50.00
51' - 75'	LF.	\$60.00
76' - 100'	LF.	\$75.00
100' - 150'	HOOR	\$275.00
Piezometers 2" PVC Backfilled with Cuttings	LF.	\$6.00
Fast Set 45 Concrete Patch or DOT Road & Bridge Patch Mix	Each	\$150.00
Pavement Coring - 4-8 Inch	PER INCH	\$40.00
Electric Concrete Coring Machine	DAY	\$250.00
Inclinometer Installation Including Material w/Cement & Bentonite	LF.	\$40.00
Concrete / Asphalt Drilling (6 or 8-inch Diameter)	PER INCH	\$25.00
Concrete Coring - 4 Inch (w/Drill Rig)	PER INCH	\$20.00
Concrete Coring - 6 Inch (w/Drill Rig)	PER INCH	\$25.00
Concrete Structure Core Repair - Bridge Deck 4" to 5" Dia. X 8" to 10" Thick	EACH	\$250.00
Concrete Structure Core Repair - Culvert 4" to 5" Dia. X 3 Feet Thick	EACH	\$350.00
Generator - Night Work	DAY	\$150.00
Desander & Pump Rental for Mud Rotary Drilling	DAY	\$150.00
Decon	DAY	\$250.00

**Assumptions:**

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

**GSG Material Testing, Inc.  
Outside Lab Services Schedule**

Job/Prop No. I-17-4677  
 Client Tollway  
 Project Name I-17-4677 EOWA  
 Location \_\_\_\_\_

Description	UOM	Unit Price
Moisture Content - AASHTO T 265	EACH	\$8.00
Atterberg Limits - AASHTO T 89 and T 92	EACH	\$85.00
Sieve analysis - IL Mod. AASHTO T 27/T 11	EACH	\$105.00
Particle Size Analysis: Sieve analysis - IL Mod AASHTO T 27/T 11 & Hydrometer analysis - AASHTO T 88	EACH	\$175.00
Moisture Density Relationship AASHTO T 99	EACH	\$180.00
Illinois Bearing Ratio (IBR) Test -per Attachment II-A of IDOT Geotechnical Manual	EACH	\$700.00
Immediate Bearing Value (IBV) Test -per Attachment II-A of IDOT Geotechnical Manual	EACH	\$300.00
UU Triaxial Compression Test - AASHTO T 296 (by AMRL inspected laboratory)	EACH	\$375.00
CU Triaxial Compression Test - AASHTO T 297 (by AMRL inspected laboratory)( 3 specimens)	EACH	\$750.00
Unconfined Compression Test - AASHTO T 208 (by AMRL inspected laboratory)	EACH	\$60.00
Consolidation Test - AASHTO T 216 (by AMRL inspected laboratory)	EACH	\$275.00
Unconfined Compression Test on Rock Cores - ASTM D-2938 & includes Density & Moisture Content	EACH	\$120.00
Organic Matter Content - AASHTO T 194	EACH	\$55.00
pH Value - AASHTO T 289	EACH	\$10.00
Specific Gravity - AASHTO T 100	EACH	\$30.00
Unit Weight	EACH	\$45.00

Contract No.: I-17-4677

Consultant: GSG Consultants, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:**      **Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

## **EXHIBIT F**

**Contract No. I-17-4677**

**GSG Consultants, Inc.**

### **SCOPE OF SERVICES**

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

- 1) 490 Bridge – 16 borings to a depth of 90 feet
- 2) Spur Bridge – 6 borings to a depth of 90 feet
- 3) Retaining walls 24 borings to a depth of 50 feet
- 4) Mainline Alignment and Ramp, including new embankments - 14 borings to a depth of 15 feet each
- 5) New Overhead Sign Structures (3 locations to a depth of 35 feet)

We will coordinate with FAA to review all boring locations for vertical clearance requirements and site access adjacent to and on O'Hare Airport property. GSG will submit FAA review documents and CAD exhibits per 7460 requirements. We will secure Right-of-Entry from UPRR & CP Rail

GSG will layout the soil borings based on the site reconnaissance. GSG will coordinate with CDA Operations to complete and submit the Dig Book and FAA cable locate request to locate all utilities on site. GSG will also contact DIGGER/JULIE 48-hour prior to starting the field activities and clear underground utilities at the site. We will prepare Roadway Geotechnical Report for the Mainline Alignment and Ramp Alignment, including new embankments. For each structure, we will prepare Structural Geotechnical Report upon completion of all field explorations, laboratory testing, and all engineering analysis, and foundation recommendations for bridges, walls, culverts and sign structures. The reports will include exhibits showing boring location, boring log, soil test data, and results of all special studies and analyses (foundations, slope stability), engineering recommendation for the proposed project, construction considerations, and all other information specified by the ISTHA Geotechnical Manual (2017).

**EXHIBIT G**

**Contract No. I-17-4677**

**GSG Consultants, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

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



Contract No.: 1-17-4677

Consultant: GSG Consultants, Inc.

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

\*\* Additional services funds require prior authorization before use

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

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

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

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

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

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

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

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

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

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

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

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

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

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

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

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

\*\* Additional services funds require prior authorization before use

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

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

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

# Contract Information Sheet

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

Consultant Name: Rubinos & Mesia Engineers, Inc.

Contract Number: I-17-4677

Proposal Date: 8/7/2017

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: 1-17-4677 Consultant: Rubinos & Mesia Engineers, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Base Scope (Concept and PS&E)											480	480	480	960
<b>TOTALS</b>											480	480	480	960

Contract Number: 1-17-4677

Consultant: Rubinos & Mesia Engineers, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Base Scope (Concept and PS&E)	480	480	480	480	480	480	480	480	480	480	480	480	480	480	5760
<b>TOTALS</b>	480	480	480	480	480	480	480	480	480	480	480	480	480	480	5760

Contract Number: I-17-4677 Consultant: Rubinos & Mesia Engineers, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2019												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Base Scope (Concept and PS&E)	480	480	480	480	480	480	480	480	480	480	480	480	480	480	5760
<b>TOTALS</b>	<b>480</b>	<b>480</b>	<b>480</b>	<b>480</b>	<b>480</b>	<b>480</b>	<b>480</b>	<b>480</b>	<b>480</b>	<b>480</b>	<b>480</b>	<b>480</b>	<b>480</b>	<b>480</b>	<b>5760</b>

Contract Number: I-17-4677 Consultant: Rubinos & Mesia Engineers, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Base Scope (Concept and PS&E)	400	300	300	305											1305
<b>TOTALS</b>	400	300	300	305											1305

Contract No.: I-17-4677

Consultant: Rubinos & Mesia Engineers, Inc.

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR (without overtime)**

$$\frac{13,785.00}{\text{(Total Work Hours from Exhibit C-2)}} \times \$ \frac{50.89}{\text{(Average Hourly Rate from Exhibit C-2)}} = \text{TOTAL DIRECT SALARY } \$ \frac{701,518.65}{\text{_____}}$$

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

**DIRECT REGULAR SALARY TIMES MULTIPLIER** \$ 1,964,252.22

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**  
(For Prime Consultant listed above.)

**TOTAL DIRECT COSTS** \$746.46

**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)**

\$ 1,964,998.68



Contract No.: I-17-4677 Consultant: Rubinos & Mesia Engineers, Inc.

Date: 8/7/2017

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 30 No. OF MONTHS  
 SCHEDULED START DATE: 11/1/2017  
 RAISE DATE: 4/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

11/1/2017 - 3/31/2016	4/1/2018 - 3/31/2019	4/1/2019 - 3/31/2020	4/1/2020 - 4/30/2020	
Date	Date	Date	Date	Date
5.0	12.0	12.0	1.0	30.0
30.0	30.0	30.0	30.0	30.0
18.67%	40.00%	40.00%	3.33%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date	Date	Date	Date	Date
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.: 1-17-4677

Consultant: Rubinos & Meisia Engineers, Inc.

Date: 8/7/2017

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

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>							<b>DIRECT COST OVERTIME PREMIUM</b>		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Overtime Premium:		
							Total Estimated Work Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	400.00	Estimated O/T Hours:		
No	Project Manager	\$40.00	\$70.00				Average Premium O/T Hourly Rate:		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$60.00	\$60.00	4,500.00	Total Overtime Premium:		
No	Resident Engineer	\$40.00	\$70.00				Escalated Average Premium Overtime Hourly Rate (See Note C to Right)		Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Project Engineer/Planner	\$25.00	\$60.00	\$49.00	\$49.00	4,000.00			
No	Staff Engineer/Planner	\$20.00	\$40.00						
No	Engineer /Accountant	\$20.00	\$60.00	\$45.00	\$45.00	2,410.00			
No	Senior Technical Specialist	\$25.00	\$60.00	\$40.00	\$40.00	2,475.00			
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 " " "

Contract No.: 1-17-4677

Consultant: Rubinos & Mesia Engineers, Inc.

Date: 8/7/2017

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

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

Contract No.: I-17-4677 Consultant: Rubinos & Mesia Engineers, Inc.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/employees/travel/Pages/TravelReimbursement.aspx>
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/2389762/12\\_LG\\_TOLLWAY\\_XX\\_ALLOWEDIRECTCOSTS\\_10012013.PDF](http://www.illinoistollway.com/documents/10157/2389762/12_LG_TOLLWAY_XX_ALLOWEDIRECTCOSTS_10012013.PDF)
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)      \$ 746.46**

## **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-17-4677

Consultant: Rubinos & Mesia Engineers, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:**      **Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

## **EXHIBIT F**

**Contract No. I-17-4677**

**Rubinos & Mesia Engineers, Inc**

### **SCOPE OF SERVICES**

#### **Base Scope (Concept and PS&E)**

This proposal is for RME scope as described below:

- Drainage
- Signage & Sign Trusses
- Maintenance of Traffic
- Barrier Warrant Analysis
- Structure QA/QC Reviews
- Retaining Wall Design

The design will include all design activities for the mainline to 100% level design plus 60% design activities for the contingency work including the Devon Avenue Ramp and Elmhurst Road Improvements.

1.0 Review Existing Concept Plans and Reports

2.0 Drainage

2.1 Concept Submittal

2.1.1 Four ponds designed for ultimate condition. Includes removal and mitigation of one existing pond and downsizing of one existing pond. Evaluate impact of full build out and ramp optional Improvements to pond sizing.

2.1.2 Mainline Drainage System

2.1.2.1 ICP

2.1.2.2 Evaluate Full Build-Out in consideration for pipe sizing and structure locations

2.1.3 Ramp Improvements

2.1.3.1 Evaluate Ramp Build-Out in consideration for pipe sizing and structure locations

2.1.3.2 Evaluate impacts of revised retaining wall locations/sizes for Full Mainline Build-Out

2.1.4 Elmhurst Road

2.1.4.1 Drainage due to minor EOWA Impacts

2.1.4.2 Drainage for widening and resurfacing, Intersection reconstruction, Ramps

2.1.5 Provide recommendations and costing for:

2.1.5.1 ICP

2.1.5.2 Full Build out

2.1.5.3 Ramp Build out



- 2.1.5.4 Elmhurst Road Improvements
      - 2.1.5.4.1 ICP/Full build out
      - 2.1.5.4.2 Ramps
  - 2.2 Preliminary Design (60%)
    - 2.2.1 Ponds
    - 2.2.2 Mainline Drainage System
    - 2.2.3 Ramp Drainage System
    - 2.2.4 Elmhurst Road widening and resurfacing
  - 2.3 PS&E Preliminary Submittal (60%)
    - 2.3.1 Ponds
    - 2.3.2 Mainline Drainage System
  - 2.4 PS&E Pre-Final & Final Submittals (95%, 100%, Bid Docs)
    - 2.4.1 Ponds
    - 2.4.2 Mainline Drainage System
    - 2.4.3 Grading Plans
  - 2.5 Permits and coordination for 401 & 404 permit
    - 2.5.1 SWCD
    - 2.5.2 Floodway
    - 2.5.3 MWRD
    - 2.5.4 SWPPP/NOI
    - 2.5.5 USACOE
- 3.0 Signing and Sign Trusses (Excluding Electrical Design)
  - 3.1 Schematic Submittal Meeting
    - 3.1.1 Mainline ICP and Full Build out, Ramp Improvements including Elmhurst Road
  - 3.2 Concept Submittal
    - 3.2.1 Mainline
      - 3.2.1.1 ICP, Between 2 and 4 overhead signs. Trusses designed for Full Build-Out.
      - 3.2.1.2 Full Build-Out
    - 3.2.2 Provide recommendations and costing for:
      - 3.2.2.1 ICP
      - 3.2.2.2 Full Build out
      - 3.2.2.3 Ramp Build out
      - 3.2.2.4 Elmhurst Road / Ramp build out
  - 3.3 Preliminary Design (60%)
    - 3.3.1 Mainline
    - 3.3.2 Ramp
    - 3.3.3 Elmhurst Road
  - 3.4 PS&E Preliminary Submittal
    - 3.4.1 Mainline
  - 3.5 PS&E Pre-Final & Final Submittals
    - 3.5.1 Mainline
    - 3.5.2 ABT (monotube) structure
    - 3.5.3 3d Modeling
- 4.0 Maintenance of Traffic (includes construction access and staging concept)
  - 4.1 Concept Submittal

- 4.1.1 ICP
- 4.1.2 Local Road Rehabilitation
- 4.1.3 Railroad Crossing
- 4.1.4 Ramp Build out
- 4.2 Provide exhibits
  - 4.2.1 Alternatives analysis
  - 4.2.2 Cost Benefit
  - 4.2.3 Review existing permits
  - 4.2.4 IDOT, local agency, utility coordination
- 4.3 PS&E Pre-Final & Final Submittals
  - 4.3.1 MOT Plans
- 5.0 Barrier Warrant Analysis
  - 5.1 Concept Meeting
    - 5.1.1 Prepare Exhibit
    - 5.1.2 Consider impacts
      - 5.1.2.1 ICP
      - 5.1.2.2 Full Build-Out
      - 5.1.2.3 Ramp including Elmhurst Road Guardrail/Barrier
    - 5.1.3 Provide recommendations and costing for:
      - 5.1.3.1 ICP
      - 5.1.3.2 Full Build Out
      - 5.1.3.3 Ramp Build Out including Elmhurst Road
  - 5.2 Preliminary Submittal
    - 5.2.1 Five sample locations (at least 2 each of Level 2 and Level 3)
    - 5.2.2 Level 0 Table
    - 5.2.3 Level 1 Table
    - 5.2.4 One full list of AOCs separated per Mainline and Ramp Improvements
  - 5.3 Pre-Final Submittal
  - 5.4 Final Submittal
- 6.0 Structure Review and QAQC for Mainline Bridges over railroad.
- 7.0 Retaining Walls
  - 7.1 Concept Submittal
    - 7.1.1 Three permanent walls – ICP concept
      - 7.1.1.1 Determine wall type
      - 7.1.1.2 Determine wall geometry, horizontal and vertical
      - 7.1.1.3 Prepare TS&L level plans
    - 7.1.2 Walls along ramp for full build
      - 7.1.2.1 Determine wall type
      - 7.1.2.2 Determine horizontal and vertical geometry
      - 7.1.2.3 Prepare TS&L level plans
      - 7.1.2.4 Perform cost analysis – build now vs. build later
  - 7.2 Preliminary Submittal
    - 7.2.1 60% plans – ICP walls

7.3 Pre-Final Submittal

7.4 Final Submittal

EXHIBIT F-2  
**MANHOUR ESTIMATE - SUMMARY**  
**Base Design for Mainline (ICP) Plus 60% Design for Devon Ave Ramp and Elmhurst Road**

CONTRACT I-17-4677  
RME  
ELGIN O'HARE WESTERN ACCESS  
DEVON AVENUE TO PRATT BOULEVARD

S. No.	ITEMS	Man-Hours
1	DRAINAGE	5024
2	SIGNING AND SIGN TRUSSES	1583
3	MAINTENANCE OF TRAFFIC (CONSTRUCTION ACCESS & STAGING)	1636
4	BARRIER WARRANT ANALYSIS	896
5	STRUCTURE REVIEW & QAQC	1420
6	RETAINING WALLS	2666
7	BID PACKAGES	560
	<b>Total</b>	<b>13785</b>

**EXHIBIT G**

**Contract No. I-17-4677**

**Rubinos & Mesia Engineers, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
890-169	IDOT PM CREATE	\$300,000.00	\$130,000.00	On-hold
157-003	IDOT FAI-55 from I-90 to US 41, Bridge Replacement	\$1,330,000.00	\$80,000.00	8/1/2016
890-172	IDOT Phase I, II and III – 110 mph Track Survey / Design for Chicago to St. Louis High Speed Rail	\$1,279,000.00	\$280,000.00	On-hold
174-008	IDOT FAP 344 (IL 83), at IL 171 (Archer Ave.) South Junction	\$199,000.00	\$97,000.00	4/1/2016
CDOT	Chicago Halsted and Chicago River Phase II	\$260,000.00	\$260,000.00	12/1/2016
14-1 Item 18	Tollway I-90 and System wide, Design Services Upon Request	\$3,000,000.00	\$1,200,000.00	12/1/2017
14-1 Item 10	Tollway I-88, Roadway Resurfacing, US Route 30 to US 52	\$230,000.00	\$230,000.00	12/1/2018

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

\*\* Additional services funds require prior authorization before use

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

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

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

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

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

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

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

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

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

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

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

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

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

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

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

<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.

Joint Venture  
/ Team:

RSHTKS\_TM

Lead Partner:

RS&H, Inc.

2nd Partner:

Toltz, King, Duvall, Anderson and  
Associates, Inc.

3rd Partner:

Contract Number:

I-17-4677

Proposal Date:

8/7/2017

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













**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>Rubinos &amp; Mesa Engineers, Inc.</u></p> <p>Direct Labor <u>\$ 1,964,252.22</u></p> <p>Direct Costs <u>\$ 748.46</u></p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ 1,964,998.68</u></p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>2 <u>Delta Engineering Group, LLC</u></p> <p>Direct Labor <u>\$ 357,449.12</u></p> <p>Direct Costs <u>\$ 500.00</u></p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ 357,949.12</u></p>	<p>7 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>3 <u>GSG Consultants, Inc.</u></p> <p>Direct Labor <u>\$ 223,910.40</u></p> <p>Direct Costs <u>\$ 332,089.60</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 556,000.00</u></p>	<p>8 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>4 <u>Environmental Design International, Inc.</u></p> <p>Direct Labor <u>\$ 173,458.64</u></p> <p>Direct Costs <u>\$ 21,590.00</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 195,048.64</u></p>	<p>9 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>6 <u>Cooper Zietz Engineers, Inc. dba Akana</u></p> <p>Direct Labor <u>\$ 75,579.00</u></p> <p>Direct Costs <u>\$ 4,432.92</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 80,011.92</u></p>	<p>10 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>

\*\* Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 3,154,008.36

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 3,154,008.36

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 39.43%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 39.43%

**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)**

<b>1</b>	<u>Aqua Vitae Engineering, LLC</u>		
	Direct Labor	\$ 156,520.00	
	Direct Costs	\$ 3,480.00	
	Services by Others		
	Additional Services **		
	Total this Subconsultant (ULC)	\$ 160,000.00	

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

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

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

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

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

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

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

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

<b>10</b>			
	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: \$ 160,000.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 160,000.00