

05/24/18

6.3/14

RESOLUTION NO. 21564

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services for the Windsor Road Bridge Widening on the Connector Ramps between the Reagan Memorial Tollway (I-88) and Tri-State Tollway (I-294) on Contract No. I-18-4352. The Upchurch Group, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$1,597,911.28. The proposal is for construction-related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with The Upchurch Group, Inc., to obtain Design Services, for Contract No. I-18-4352 with an upper limit of compensation not to exceed \$1,597,911.28, 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



July 18, 2018

Mr. Daniel E. Hoelscher, President
The Upchurch Group, Inc.
123 N. 15th St.
Mattoon, IL 61938

**Re: Contract I-18-4352
Reagan Memorial Tollway (I-88)
Windsor Road Bridge Widening
Design Section Engineering Services**

NOTICE TO PROCEED

Dear Mr. Hoelscher:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated April 30, 2018, for Design Section Engineering Services for Contract I-18-4352. You are hereby authorized to commence with the work as of July 18, 2018, 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 Project Employee Payroll Change (PEPC) form and certified payroll with a signed affidavit for all employees that are listed on the PEPC form for your contract. We request PEPC forms and the certified payroll in advance so that upon receipt of your first invoice, any associated issues regarding payroll have an opportunity to be resolved. Please send either hard copy or electronic copy, but not both.

PEPC forms should have an effective date that corresponds to the effective date of this Notice to Proceed. PEPC forms may be submitted by U.S. Mail, other delivery services, or by email to: documentcontrol@getipass.com. Hard copies should be addressed to the attention of **Document Control Manager**.

Certified payroll should have an effective date after, but within three weeks of the effective date of this Notice to Proceed. Payrolls may be submitted by U.S. Mail, other delivery services, or by e-mail to: accountspayable@getipass.com. Hard copies should be addressed to the attention of **Disbursement Control Supervisor** and the envelope containing the documents should be clearly marked "Certified Payroll".

This contract is subject to the Illinois Procurement Code 30 ILCS 500. This code requires the General Contractor to submit certification/disclosure forms from the prime contractor and subcontractors of **all** tiers, known at the time of bid or offer whose contract value exceeds \$50,000. Failure to submit certification/disclosures in an acceptable format could result in a delay in notice to proceed or a conditional notice to proceed. Contractors who have not submitted certifications/disclosures in an acceptable format will not be allowed to start work.

Revised: 5/21/2018

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

Contract I-18-4352
Notice to Proceed
Page 2 of 2

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

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

Please contact Mohamad Faraj at 630-241-6800 extension 3932 for further information.

Sincerely,



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

cc: Greg Stukel
Mohamad Faraj
John Donato
Contract Services
Program Controls
Lane Closures

Dorothy Jablonski
Sue Biggs
SPO

File: 02.4352.01.04 LT_Tollway_PDK_4352UpehurchGroup-NTP_07182018

From: Martin Silvester [mailto:msilvester@upchurchgroup.com]
Sent: Thursday, May 10, 2018 9:05 AM
To: 'Martin Silvester'; Faraj, Mohamad; 'Mattoon - Mark Diggins'
Subject: RE: Prof Svcs Contract Tracking Sheet.pdf The Upchurch Group #I-18-4352

Mo,

Thinking about this some more it seems as though the workload will have to be redistributed throughout the project in order to meet the DBE % requirements depending on the actual work performed. For instance if we widen the road on one side only we would only need retaining walls on one side so Quigg's scope would be cut in half from 20 % to 10% and we would have to allocate them additional tasks to get them back to 20% required per the proposal.

As this is continually changing throughout the project we would ask that the proposal remains as is and we would do our best to exceed the overall DBE% and the individual percentages as set out in the RFP

From: Martin Silvester [mailto:msilvester@upchurchgroup.com]
Sent: Thursday, May 10, 2018 8:39 AM
To: 'Faraj, Mohamad'; 'Mattoon - Mark Diggins'
Subject: RE: Prof Svcs Contract Tracking Sheet.pdf The Upchurch Group #I-18-4352

Mark,

Try transferring the BCR and TS&L work from Quigg to Lin - that looks as though it would balance out the DBE%

Mo,

This will take some time to complete - are we running up against a deadline for the board ? meeting.

As we are providing a higher DBE % than was called for in the RFP would the tollway consider leaving the proposal as is.

Martin J. Silvester P.E., S.E.
The Upchurch Group Inc.
123 North 15th Street
Mattoon, IL 61938
Ph. 217 235 3177
(c) 708 404 2080

From: Faraj, Mohamad [mailto:mfaraj@getipass.com]
Sent: Wednesday, May 09, 2018 4:49 PM
To: 'Mattoon - Mark Diggins'
Cc: msilvester@upchurchgroup.com
Subject: Fwd: Prof Svcs Contract Tracking Sheet.pdf The Upchurch Group #I-18-4352

Mark,

Can you take a look at this issue please?

Thanks

Mo.

Sent from my iPhone

Begin forwarded message:

From: "Dinkel, Deanna" <ddinkel@getipass.com>
Date: May 9, 2018 at 4:35:35 PM CDT
To: "Faraj, Mohamad" <mfaraj@getipass.com>
Cc: "Hamilton, Kristen" <khamilton@getipass.com>, "Degonia, Audra" <adegonia@getipass.com>, "Benson, Janet" <jbenson@getipass.com>, "Thomas, Janice" <jthomas@getipass.com>, "Lukacs, Dawn" <dlukacs@getipass.com>
Subject: RE: Prof Svcs Contract Tracking Sheet.pdf The Upchurch Group #I-18-4352

Mo,

The Upchurch Group is low on their commitment to Lin Engineering.

They need to resubmit to meet their SOI commitment of 20.00% to Lin Engineering.

Please contact me if you have any questions.

Thanks,

Deanna Dinkel

Consultant for Diversity and Engineering
Illinois State Toll Highway Authority
630.241.6800 x3294
ddinkel@getipass.com

From: Lukacs, Dawn
Sent: Wednesday, May 09, 2018 3:25 PM
To: Dinkel, Deanna
Cc: Hamilton, Kristen; Degonia, Audra; Benson, Janet; Thomas, Janice; Faraj, Mohamad
Subject: Prof Svcs Contract Tracking Sheet.pdf The Upchurch Group #I-18-4352

Hello Deanna,

Attached below is the Professional Services Contract Tracking Sheet for The Upchurch Group Contract # I-18-4352, for your review and approval.

<< File: Prof Svcs Contract Tracking Sheet.pdf >>

Thank you,

Have a great evening!

Dawn Lukacs
Contract Expeditor
Illinois Tollway

(630) 241-6800 ext. 3848
dlukacs@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.



Contract: I-18-4352

PSB: 18-1

Consultant: The Upchurch Group, Inc.

PM: Mohamad Faraj

Reviewer: Dawn Lukacs

Review Date: 6/19/2018

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

Exhibits A-H

Final Review

The Upchurch Group: All exhibits A-H Cont.ok

Quigg Engineering: All exhibits A-H Cont.ok

Lin Engineering: All exhibits A-H Cont.ok

Kaskaskia Engineering: All exhibits A-H Cont. ok

Juneau Associates: All exhibits A-H Cont. ok

1.4.2 Item 2. I-18-4352, Reagan Memorial Tollway (I-88), Windsor Road Bridge Widening

This project has a 20% D/M/WBE participation goal and 2% VOS/SDVOSBE participation goal.

Phase II engineering services are required for the preparation of contract plans and specifications for the proposed bridge widening of the Windsor Road bridge over Ramp M and Ramp N connecting the Reagan Memorial Tollway with the Tri-State Tollway at (M.P. 29.7) in DuPage County, Illinois. 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 bridge design and shall include but not be limited to the following:

1. Roadway design.
2. Reconstruction or rehabilitation/ widening of the bridge.
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. Provide maintenance of traffic plans including those for impacts to local facilities.
9. Protection and / or relocation of utilities.
10. All other appurtenant and miscellaneous items.

Construction estimate: Category A.

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

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

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

- The person who will assume the duties of the Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer or Illinois Licensed Structural 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 or Illinois Licensed Structural 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, 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 2018. Construction of this project is not currently scheduled.

The Consultant must have MicroStation capabilities. All final documents shall be submitted in

hard copy and electronic format and follow the CADD STANDARDS Manual.

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

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

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

Exhibit A – Proposed Staff

PSB 18-1

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			
Name:	Martin Silvester		
Firm:	The Upchurch Group, Inc.		
Category:	IL Licensed Structural Engineer		
License #:	SE# 081-004873 PE# 062-045266		
Year Registered:	1990	State:	IL
Office Address:	123 N. 15 th St.		
City:	Mattoon	State:	IL

Project Engineer			
Name:	Stan Fearday		
Firm:	The Upchurch Group, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	PE# 062-057499 PLS# 035-003734		
Year Registered:	2004	State:	IL
Office Address:	123 N. 15 th St.		
City:	Mattoon	State:	IL

Head of Structural Design			
Name:	Michael Haley		
Firm:	Lin Engineering, LTD		
Category:	IL Licensed Structural Engineer		
License #:	081-005991		
Year Registered:	2003	State:	IL
Office Address:	576 Oakmont Lane		
City:	Westmont	State:	IL

Head of Roadway Design			
Name:	Mark Dwiggin		
Firm:	The Upchurch Group, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-038893		
Year Registered:	1979	State:	IL
Office Address:	123 N. 15 th St.		
City:	Mattoon	State:	IL

QC/QA Roadway			
Name:	Michael Vail		
Firm:	Quigg Engineering, Inc		
Category:	IL Licensed Professional Engineer		
License #:	062-049256		
Year Registered:	1994	State:	IL
Office Address:	2351 S. Dirksen Parkway		
City:	Springfield	State:	IL

QC/QA Structural			
Name:	Martin Silvester		
Firm:	The Upchurch Group, Inc.		
Category:	IL Licensed Structural Engineer		
License #:	081-004873		
Year Registered:	1990	State:	IL
Office Address:	123 N. 15 th St.		
City:	Mattoon	State:	IL

Drainage			
Name:	Mark Dwiggin		
Firm:	The Upchurch Group, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-038893		
Year Registered:	1979	State:	IL
Office Address:	123 N. 15 th St.		
City:	Mattoon	State:	IL

Erosion Control			
Name:	Francis Nelson		
Firm:	Quigg Engineering, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-059187		
Year Registered:	2006	State:	IL
Office Address:	2351 S. Dirksen Parkway		
City:	Springfield	State:	IL

Exhibit A – Proposed Staff PSB 18-1, continued

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

Survey			
Name:	Dan Hoelscher		
Firm:	The Upchurch Group, Inc.		
Category:	IL Professional Licensed Surveyor		
License #:	035-003140		
Year Registered:	1995	State:	IL
Office Address:	123 N. 15 th St.		
City:	Mattoon	State:	IL

Structural Design			
Name:	Michael Cima		
Firm:	Quigg Engineering, Inc.		
Category:	IL Licensed Structural Engineer		
License #:	081-5984		
Year Registered:	2003	State:	IL
Office Address:	2351 S. Dirksen Parkway		
City:	Springfield	State:	IL

Roadway Design			
Name:	Brian Kulick		
Firm:	Juneau Associates		
Category:	IL Licensed Professional Engineer		
License #:	062-049936		
Year Registered:	1995	State:	IL
Office Address:	555 W. Central Rd., Ste 101		
City:	Hoffman Estates	State:	IL

Geotechnical			
Name:	Matthew Masterson		
Firm:	Kaskaskia Engineering		
Category:	Geotechnical Engineer		
License #:	062-061885		
Year Registered:	2008	State:	IL
Office Address:	208 E. Main St.		
City:	Belleville	State:	IL

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

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

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

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

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

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

*If work is being performed by a Sub-consultant list firm name also.

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

Exhibit A continued
Attach resumes for Key Project Personnel.

<u>Management</u>	<u>1</u>	<u>Professionals</u>	<u>9</u>	<u>Technical Staff</u>	<u>7</u>
Total	<u>1</u>	Engineers	<u> </u>	Technicians	<u> </u>
		Land Surveyors	<u>1</u>	Draftsmen	<u> </u>
		Architects	<u> </u>	Survey Crew	<u>3</u>
		Others	<u>1</u>	Clerical	<u>1</u>
		Total	<u>11</u>	Other	<u> </u>
				Total	<u>11</u>
				Total Projected Staff	<u>23</u>

Exhibit A – Proposed Staff **PSB# 18-1 Item# 2**

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

If Yes, provide completion date and/or number of months. TBD - No completion date / or # of months given in advertisement. But we understand, that "Design is scheduled to start in 2018. Construction of this project is not currently scheduled."

If No, explain:

Exhibit A



Contract: I-18-4352

PSB: 18-1

Consultant: The Upchurch Group, Inc.

PM: Mohamad Faraj

Reviewer: Dawn Lukacs

Review Date: 6/19/2018

Resolution:	OK
Agreement	OK
Proposal	OK
<hr/>	
Certifications/Disclosures	OK
Delinquent Debt	OK
DBE Compliance:	Ok
W-9 Form	N/A
Certificate of Good Standing:	Ok
Certificate of Insurance:	OK

Exhibits A-H

Final Review

The Upchurch Group: All exhibits A-H Cont.ok

Quigg Engineering: All exhibits A-H Cont.ok

Lin Engineering: All exhibits A-H Cont.ok

Kaskaskia Engineering: All exhibits A-H Cont. ok

Juneau Associates: All exhibits A-H Cont. ok

1.4.2 Item 2. I-18-4352, Reagan Memorial Tollway (I-88), Windsor Road Bridge Widening

This project has a 20% D/M/WBE participation goal and 2% VOS/SDVOSBE participation goal.

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

1. Roadway design.
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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. Provide maintenance of traffic plans including those for impacts to local facilities.
9. Protection and / or relocation of utilities.
10. All other appurtenant and miscellaneous items.

Construction estimate: Category A.

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

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

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

- The person who will assume the duties of the Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer or Illinois Licensed Structural 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 or Illinois Licensed Structural 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).
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Schedule: Design for this project is scheduled to start in 2018. Construction of this project is not currently scheduled.

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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.

Lukacs, Dawn

From: Faraj, Mohamad
Sent: Wednesday, May 09, 2018 3:12 PM
To: Lukacs, Dawn
Subject: RE: Contract I-18-4352

Dawn,
The dollar amount and the expiration date have been verified.

Thanks
Mo.

-----Original Message-----

From: Lukacs, Dawn
Sent: Wednesday, May 09, 2018 3:08 PM
To: Faraj, Mohamad
Subject: RE: Contract I-18-4352

Hello Mo,

Please confirm that the below dollar amount changed to \$1,597,911.28 and the expiration date is December 31, 2025.

Thank you,

Have a great evening!

Dawn Lukacs
Contract Expeditor
Illinois Tollway
(630) 241-6800 ext. 3848
dlukacs@getipass.com

-----Original Message-----

From: Faraj, Mohamad
Sent: Monday, May 07, 2018 9:07 AM
To: Lukacs, Dawn
Subject: Contract I-18-4352

Dawn,
Please see the following information regarding Contract I-18-4352 (Reagan memorial Tollway (I-88), Windsor Road Bridge Widening)
DSE: The Upchurch Group, Inc.
DSE Negotiated/Agreed Fees: \$1,598,987.10 Contract anticipated NTP: June 1st, 2018 Contract anticipated completion: December 31st, 2020

Thanks

Mohamad Faraj, P.E., P.M.E.
Senior Project Engineer
Illinois State Toll Highway Authority

Exhibit A – Proposed Staff

PSB 18-1

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			
Name:	Martin Silvester		
Firm:	The Upchurch Group, Inc.		
Category:	IL Licensed Structural Engineer		
License #:	SE# 081-004873 PE# 062-045266		
Year Registered:	1990	State:	IL
Office Address:	123 N. 15 th St.		
City:	Mattoon	State:	IL

Project Engineer			
Name:	Stan Fearday		
Firm:	The Upchurch Group, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	PE# 062-057499 PLS# 035-003734		
Year Registered:	2004	State:	IL
Office Address:	123 N. 15 th St.		
City:	Mattoon	State:	IL

Head of Structural Design			
Name:	Michael Haley		
Firm:	Lin Engineering, LTD		
Category:	IL Licensed Structural Engineer		
License #:	081-005991		
Year Registered:	2003	State:	IL
Office Address:	576 Oakmont Lane		
City:	Westmont	State:	IL

Head of Roadway Design			
Name:	Mark Dwigins		
Firm:	The Upchurch Group, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-038893		
Year Registered:	1979	State:	IL
Office Address:	123 N. 15 th St.		
City:	Mattoon	State:	IL

QC/QA Roadway			
Name:	Michael Vail		
Firm:	Quigg Engineering, Inc		
Category:	IL Licensed Professional Engineer		
License #:	062-049256		
Year Registered:	1994	State:	IL
Office Address:	2351 S. Dirksen Parkway		
City:	Springfield	State:	IL

QC/QA Structural			
Name:	Martin Silvester		
Firm:	The Upchurch Group, Inc.		
Category:	IL Licensed Structural Engineer		
License #:	081-004873		
Year Registered:	1990	State:	IL
Office Address:	123 N. 15 th St.		
City:	Mattoon	State:	IL

Drainage			
Name:	Mark Dwigins		
Firm:	The Upchurch Group, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-038893		
Year Registered:	1979	State:	IL
Office Address:	123 N. 15 th St.		
City:	Mattoon	State:	IL

Erosion Control			
Name:	Francis Nelson		
Firm:	Quigg Engineering, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-059187		
Year Registered:	2006	State:	IL
Office Address:	2351 S. Dirksen Parkway		
City:	Springfield	State:	IL

Exhibit A – Proposed Staff PSB 18-1, continued

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

Survey			
Name:	Dan Hoelscher		
Firm:	The Upchurch Group, Inc.		
Category:	IL Professional Licensed Surveyor		
License #:	035-003140		
Year Registered:	1995	State:	IL
Office Address:	123 N. 15 th St.		
City:	Mattoon	State:	IL

Structural Design			
Name:	Michael Cima		
Firm:	Quigg Engineering, Inc.		
Category:	IL Licensed Structural Engineer		
License #:	081-5984		
Year Registered:	2003	State:	IL
Office Address:	2351 S. Dirksen Parkway		
City:	Springfield	State:	IL

Roadway Design			
Name:	Brian Kulick		
Firm:	Juneau Associates		
Category:	IL Licensed Professional Engineer		
License #:	062-049936		
Year Registered:	1995	State:	IL
Office Address:	555 W. Central Rd., Ste 101		
City:	Hoffman Estates	State:	IL

Geotechnical			
Name:	Matthew Masterson		
Firm:	Kaskaskia Engineering		
Category:	Geotechnical Engineer		
License #:	062-061885		
Year Registered:	2008	State:	IL
Office Address:	208 E. Main St.		
City:	Belleville	State:	IL

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

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

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

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

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

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

*If work is being performed by a Sub-consultant list firm name also.

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

Exhibit A continued
Attach resumes for Key Project Personnel.

<u>Management</u>	<u>1</u>	<u>Professionals</u>	<u>9</u>	<u>Technical Staff</u>	<u>7</u>
Total	<u>1</u>	Engineers	<u>9</u>	Technicians	<u>7</u>
		Land Surveyors	<u>1</u>	Draftsmen	<u>3</u>
		Architects	<u>1</u>	Survey Crew	<u>1</u>
		Others	<u>1</u>	Clerical	<u>1</u>
		Total	<u>11</u>	Other	<u>1</u>
				Total	<u>11</u>
				Total Projected Staff	<u>23</u>

Exhibit A – Proposed Staff

PSB# 18-1 Item# 2

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

If **Yes**, provide completion date and/or number of months. TBD - No completion date / or # of months given in advertisement. But we understand, that "Design is scheduled to start in 2018. Construction of this project is not currently scheduled."

If **No**, explain:

Exhibit A

Note: This instruction will disappear when all data is complete

18-1 Project Team: Prime and Sub-Consultant REQUIRED INFORMATION

Item # 2 1-18-4352 Reagan Memorial Tollway (I-89) Windsor Road Bridge Widening, Phase II Engineering Services

Prime Consultant Information		Prime Contact Information (ONLY "1")		Diversity Information		Person under Key Personnel		ISTHA		IDOT		OTHER				
Prime Consultant Firm Name	Prime Consultant Firm FEIN Number	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a D/M/WBE Yes / No	Does Proposal Contain Mentor Protege 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 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
The Upchurch Group, Inc.	[REDACTED]	Martin Silvester	217-235-3177	upchurchgroup@upchurchgroup.com	No	No	43.00%	2.00%	Martin Silvester	Stan Fearday	\$ -	\$ -	\$ 6,147	\$ 679	\$ 1,316	\$ 524
<p>Sub-Contractor Diversity Information: The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, if necessary, during negotiations. NOTE: Review Instructions Tab</p>																
Sub-Consultant Information		Sub Contact Information (ONLY "1")		Sub Role and % of Work												
For Each Sub-Consultant Enter Prime Consultant Firm Name	Sub-Consultant Firm Name	FEIN Number	Provide "1" Project Manager for Sub-Consultant	Role (title) 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	
The Upchurch Group Lin Engineering	Fred Lin		Fred Lin	Structural Engineer	630-323-5188	flin@lineng.com	20.00%	IL UCP	N/A	City of Chicago	No	No	Asian	Male	No	
The Upchurch Group Quigg Engineering	Lori Quigg		Lori Quigg	Structural Engineer	217-245-5375	lquigg@quiggengr.com	20.00%	IL UCP	N/A	N/A	No	No	Caucasian	Female	No	
The Upchurch Group Kaskaska Engineering	Joseph Crowe		Joseph Crowe	Geotechnical	618-233-5877	jcrowe@kaskaska.com	3.00%	IL UCP	N/A	N/A	No	No	Native American	Female	No	
The Upchurch Group Luneau Associates	Brian Kulick		Brian Kulick	Roadway Engineering	618-877-1400	bkulick@jalpc.com	2.00%	N/A	N/A	N/A	No	Yes	Caucasian	Male	No	

Intentionally
Left Blank

1-18-4352

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

Business Name **Juneau Associates, Inc., P.C.**
 Owner **Mr. CHARLES JUNEAU**
 Address **2100 State Street**
 > [Map This Address](#) **P.O. Box 1325**
Granite City, IL 62040
 Phone **618-877-1400**
 Fax **618-452-5541**
 Email **pbridges@jaipc.com**
 Website **<http://www.jaipc.com>**
 Ethnicity **Caucasian**
 Gender **Male**
 County **Madison (IL)**

Certification Information

Certifying Agency **State of Illinois Central Management Services**
 Certification Type **VOSB - Veteran Owned Small Business**
 Renewal Date **3/2/2019**
 Expiration Date **3/2/2019**
 Certified Business Description **Engineering Services, Professional,
 Land Surveying**

Commodity Codes

Code	Description
NIGP 925	Engineering Services, Professional
NIGP 96460	Land Surveying

Additional Information

Region **Southern Illinois**
 Reciprocal Certification Agency **CVE**

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: Reagan Memorial Tollway (I-88), Windsor Rd Bridge Widening Project/Solicitation Number: I-18-4352

Name of Prime Vendor: The Upchurch Group, Inc. VOSB Compliance Contact: Dan Hoelscher

Address: 123 N. 15th St.

City: Mattoon State: IL Zip Code: 61938

Telephone: 217-235-3177 Fax: 217-258-6115 Email: dhoelscher@upchurchgroup.com

Name of Certified VOSB Vendor: Juneau Associates, Inc., P.C.

Address: 2100 State Street, P.O. Box 1325 VOSB Compliance Contact: Brian Kulick, P.E., P.L.S.

City: Granite City State: IL Zip Code: 62040

Telephone: 618-877-1400 Fax: 618-659-0941 Email: BKulick@jaipc.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: TBD


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

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

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

Phase II Engineering services, including but not limited to Civil Engineering, Structures (Highway Bridges:Typical)


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

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


Signature
Print Name: Dan Hoelscher

Title: President

Date: 2/12/18

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


Signature
Print Name: Charles E. Juneau - Juneau Associates, Inc., P.C.

Title: President

Date: 2/7/2018

1-18-4352

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

Business Name **Quigg Engineering Inc.**
 Owner **Ms. Lori Quigg**
 Address **2351 S. Dirksen Parkway**
 > [Map This Address](#) **Springfield, IL 62703**
 Phone **217-670-0563**
 Fax **217-679-2204**
 Email **lquigg@quiggengineering.com**
 Website **<http://www.quiggengineering.com>**
 Ethnicity **Caucasian**
 Gender **Female**
 County **Sangamon (IL)**

Certification Information

Certifying Agency **State of Illinois Central Management Services**
 Certification Type **WBE - Women Business Enterprise**
 Renewal Date **8/4/2018**
 Expiration Date **8/4/2022**
 Certified Business Description **Landscape Architecture / Environmental Consulting/ Engineer Services, Professional / Land Surveying / Mapping Services**

Commodity Codes

Code	Description
NIGP 90656	Landscape Architecture
NIGP 91843	Environmental Consulting
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 96252	Mapping Services (Including Cartography and Surveying Services, Not Aerial) (See 920-33 for Digitized Mapping Services) and 905-10 for Aerial Mapping and Survey Services)
NIGP 96460	Land Surveying

Additional Information

Region **Southern Illinois**

Vendor Information

CLOSE WINDOW 

[Print](#)

Business & Contact Information

Business Name **Kaskaskia Engineering Group, LLC, DBA KEG Build**
 Owner **Ms. Geri Boyer**
 Address **208 East Main St., Suite 100**
 > [Map This Address](#) **Belleville, IL 62220**
 Phone **618-233-5877**
 Fax **618-233-5977**
 Email **GBoyer@kaskaskiaeng.com**
 Website **www.kaskaskiaeng.com**
 Ethnicity **Caucasian**
 Gender **Female**
 County **St. Clair (IL)**

Certification Information

Certifying Agency **State of Illinois Central Management Services**
 Certification Type **WBE - Women Business Enterprise**
 Renewal Date **1/13/2019**
 Expiration Date **1/13/2020**
 Certified Business Description **Active NIGP 90735 Designing Services
 Active NIGP 90976 Site Work
 Active NIGP 92500 ENGINEERING SERVICES, PROFESSIONAL
 Active NIGP 92536 Engineering Services (Not Otherwise Classified)
 Active NIGP 92537 Facilities Design Services, Engineering
 Active NIGP 92546 Geotechnical Engineering
 Active NIGP 92549 Highways, Streets, Airport Pay-Parking Lots - Engineering
 Active NIGP 92561 Land Development and Planning/Engineering
 Active NIGP 92570 Municipal Engineering
 Active NIGP 92588 Structural Engineering
 Active NIGP 92593 Traffic and Transportation Engineering
 Active NIGP 92652 Impact Studies, Environmental
 Active NIGP 92683 Site Assessment, Environmental
 Active NIGP 92696 Wetland Delineations (Incl, Assessments)**

Commodity Codes

Code	Description
NIGP 90735	Designing Services
NIGP 90976	Site Work
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 92536	Engineering Services (Not Otherwise Classified)
NIGP 92537	Facilities Design Services, Engineering
NIGP 92546	Geotechnical Engineering
NIGP 92549	Highways, Streets, Airport Pay-Parking Lots - Engineering

NIGP 92561	Land Development and Planning/Engineering
NIGP 92570	Municipal Engineering
NIGP 92588	Structural Engineering
NIGP 92593	Traffic and Transportation Engineering
NIGP 92652	Impact Studies, Environmental
NIGP 92683	Site Assessment, Environmental
NIGP 92696	Wetland Delineations (Incl, Assessments)

Additional Information

Region

Southern Illinois

#1-18-4352

Unified Certification Program - Search

Contractor Details

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

Print

Lin Engineering, Ltd. Email: jlin@lineng.com

Fred M. Lin

Phone: (630) 323-5168

576 Oakmont Ln.

Fax: (630) 323-5174

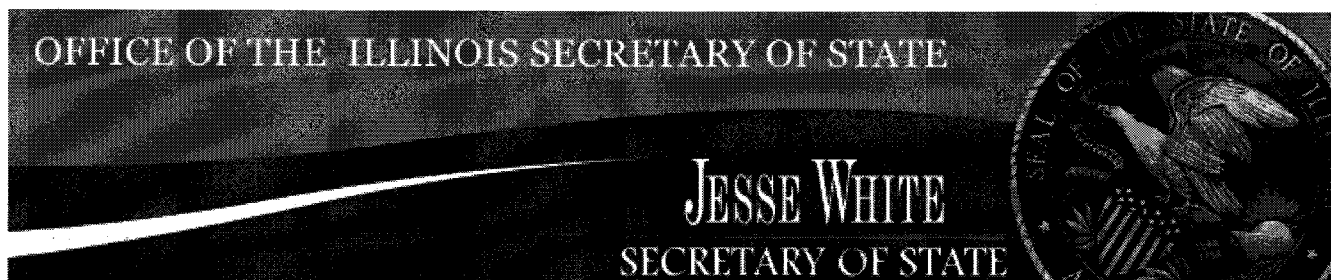
Westmont, IL 60559

County: DuPage**Categories:** Architecture\Engineering, Professional**NAICS****Speciality**541330-Engineering
Services541330- FREEWAYS
CONSTRUCTION INSPECTION541360-Geophysical
Surveying & Mapping
ServicesTRAFFIC SIGNALS
STUDIES: SAFETY
STUDIES: FEASIBILITY541370-Surveying &
Mapping (except
Geophysical) Serv.STUDIES: TRAFFIC
REHABILITATION
ROADS AND STREETS541715-Research and
Development in the
Physical, Engineering,
and Life Sciences
(exceptLOCATION DRAINAGE
HIGHWAY STRUCTURE: SIMPLE
HIGHWAY STRUCTURE:
ADVANCED TYPICALNanotechnology and
Biotechnology)WATERWAYS: TYPICAL
HIGHWAY STRUCTURE:
TYPICALSTRUCTURES: RAILROAD
WATERWAYS: COMPLEX
RECONSTRUCTION/MAJOR
REHABILITATION541360- STRUCTURE
GEOTECHNICAL REPORTS

541370- SURVEYING

541715- RESEARCH

1-18-4352



CORPORATION FILE DETAIL REPORT

File Number	62265213		
Entity Name	THE UPCHURCH GROUP, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	06/05/2002	State	ILLINOIS
Agent Name	DANIEL E HOELSCHER	Agent Change Date	12/23/2013
Agent Street Address	123 N 15TH ST	President Name & Address	DANIEL E. HOELSCHER 203 S RACE TEUTOPLIS IL 62467
Agent City	MATTOON	Secretary Name & Address	ROBERT L HICKMAN JR 8585 COUNTRY CLUB ROAD CHARLESTON 61920
Agent Zip	61938	Duration Date	PERPETUAL
Annual Report Filing Date	05/03/2018	For Year	2018

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(One Certificate per Transaction)

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

Date: 2/9/18 **Project Number:** PSB 18-1 Item 2 I-18-4352

Project Name: Reagan Memorial Tollway (I-88), Windsor Road Bridge Widening

**DELINQUENT DEBT REVIEW
CONTRACTOR/
CONSULTANT**

Sub-Contractor/Consultant Disclosure

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

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

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

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

Contractor/Consultant: The Upchurch Group, Inc.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: upchurchgroup@upchurchgroup.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>
Quigg Engineering (DBE)	[REDACTED]	2351 S. Dirksen Pkwy Springfield, IL 62703	Structural Design/QCQA Roadway	20%
Lin Engineering (DBE)	[REDACTED]	576 Oakmont Lane Westmont, IL 60559	Structural Design	20%
Kaskaskia Engineering (DBE)	[REDACTED]	208 E. Main Bellville, IL 62220	Geotechnical	3%
Juneau Associates (VOSB)	[REDACTED]	2100 State St. Granite City, IL 62040	Roadway Design	2%

Signature: [REDACTED]

Date: 2/9/18

Printed Name: Daniel Hoelscher

upchurch

I-18-4352

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:08 05/16/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/16/18 AT 11:09 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

Quigg

I-18-4352

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OFFSET CONTRACT INQUIRY

11:08 05/16/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

LIN

I-18-4352

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OFFSET CONTRACT INQUIRY

11:08 05/16/18

ACTION: S

VENDOR NUMBER= [REDACTED]

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VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

KASKASKIA

I-18-4352

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OFFSET CONTRACT INQUIRY

11:08 05/16/18

ACTION: S

VENDOR NUMBER=



OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

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*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Juneau

I-18-4352

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:08 05/16/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

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*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 24th day of **May, 2018**, 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 **THE UPCHURCH GROUP, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **April 30, 2018**, to provide design section engineering services for Contract No. **I-18-4352** for **Reagan Memorial Tollway (I-88), Windsor Road Bridge Widening**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-1, Item 2**, 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-18-4352** for **Reagan Memorial Tollway (I-88), Windsor Road Bridge Widening** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **April 30, 2018**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

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

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

ARTICLE II

Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or May 25, 2018** and ending **December 31, 2025**, in accordance with the schedule included in the attached proposal.

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

ARTICLE III

Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as shown in Exhibit "1") with an upper limit of compensation of **One Million, Five Hundred Ninety-Seven Thousand, Nine Hundred Eleven Dollars and Twenty-Eight Cents (\$1,597,911.28)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

ARTICLE IV

Scope of the Service

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

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

ARTICLE V

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

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

Confidentiality

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

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

obligation to the disclosing Party; or independently developed by the DESIGN SECTION ENGINEER without the use or benefit of the TOLLWAY's confidential information.

ARTICLE VI

Responsibility for Injuries and Damages

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

ARTICLE VII

Insurance

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

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

- a. Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the DESIGN SECTION

ENGINEER's employees acting within the course and scope of their employment.

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

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

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

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

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

ARTICLE VIII

Ownership of Documents

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

ARTICLE IX

Financial Statement

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

ARTICLE X

Successors and Assigns

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

ARTICLE XI

Subcontractors

The DESIGN SECTION ENGINEER shall not subcontract or assign services to be performed under this Agreement without prior written approval of the TOLLWAY,

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

ARTICLE XII

Suspension

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

ARTICLE XIII

Termination

A. Termination Without Cause

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

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

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

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

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

B. Termination for Cause

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

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

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

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

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Record Retention and Audit

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

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

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

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

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

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

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

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

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **The Upchurch Group, Inc. 123 N. 15th St. Mattoon, Illinois 61938**, 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.

ARTICLE XXII

EXPATRIATED ENTITIES

Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-18-4352 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

THE UPCHURCH GROUP, INC.

By: [Redacted] 7/16/18
Chair/Executive Director-Signature Date
Robert Schillerstrom/Elizabeth Gorman

[Redacted] 5/17/18
President-Signature Date

DANIEL E. HOELSCHER
Printed Name as Signed Above

APPROVED:

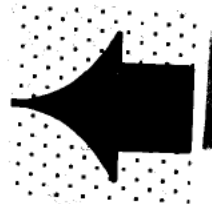
[Redacted] 7/9/18
Chief Financial Officer - Signature Date
Michael Colsch

APPROVED:

[Redacted] 7/5/18
Acting General Counsel - Signature Date
Elizabeth Oplawski

Approved as to Form and Constitutionality

[Redacted] 7-3-18
Attorney General, State of Illinois - Robert Lane - Signature Date



DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER I-18-4352

This proposal, dated April 30, 2018, is submitted by The Upchurch Group, Inc. of Mattoon, IL for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-18-4352 for which we propose to provide Design Section Engineering Services is Reagan Memorial Tollway (I-88), Windsor Road Bridge Widening, in DuPage County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 18-1, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, in effect at the date the contract is awarded, and as revised thereafter, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

RESPONSIBILITY

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

FEE PROPOSAL

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

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

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

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

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

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, B, and D through 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 \$ 1,597,911.28 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

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

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

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

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

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

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

KEY PERSONNEL - Exhibit E is a list of the Key Personnel who will be assigned to this project, should this proposal be accepted, together with a brief resume for each. It is understood that the TOLLWAY reserves the right to review the performance of assigned

personnel at any time and the DESIGN SECTION ENGINEER agrees to replace or re-assign personnel who are deemed by the TOLLWAY to not be suited to the task to which they are assigned. The DESIGN SECTION ENGINEER further agrees to assign employees to this project in a manner which will minimize engineering design expenses to the TOLLWAY.

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

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

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

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

INVOICES for services performed and expenses incurred through December 31st must be submitted to the TOLLWAY no later than February 28th of the subsequent year. The DESIGN SECTION ENGINEER expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the DESIGN SECTION ENGINEER fails to obtain prior written approval from the Chief Engineering Officer for an alternative INVOICE submission date. DESIGN SECTION ENGINEER will request such approval or an INVOICE submittal extension no later than February 15th.

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

The DESIGN SECTION ENGINEER shall maintain in the State of Illinois, for a minimum of five years from the latter of the date of completion of the CONTRACT or the date of final payment under the CONTRACT, adequate books, records, and supporting

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

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

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

Failure to maintain or make available the books, records, and supporting documents required by this Section shall establish a presumption in favor of the TOLLWAY for recovery of any funds paid by the TOLLWAY under the contract for which adequate

books, records and supporting documentation are not available to support their purported disbursement.

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

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

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT I-18-4352

SUBMITTED BY:

FIRM NAME: The Upchurch Group, Inc.

ADDRESS: 123 N. 15th St.

**CITY, STATE &
ZIP CODE:** Mattoon, IL 61938

TELEPHONE: 217-235-3177

FACSIMILE: 217-258-6115

SIGNED BY:



PRINTED NAME: Daniel E. Hoelscher

TITLE: President



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-18-4352

CONTRACTOR/CONSULTANT (NAME): The Upchurch Group, 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

The Upchurch Group, Inc.

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

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

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

Agreed: The Upchurch Group, Inc.	Agreed:
By: Daniel E. Hoelscher	By:
Signed: 	Signed:
Position: President	Position:
Date: 2/9/18	Date:



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

Date: 2/9/18 **Project Number:** PSB 18-1 Item 2 I-18-4352
Project Name: Reagan Memorial Tollway (I-88), Windsor Road Bridge Widening

**DELINQUENT DEBT REVIEW
CONTRACTOR/
CONSULTANT**

Sub-Contractor/Consultant Disclosure.

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

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

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

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

Contractor/Consultant: The Upchurch Group, Inc.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: upchurchgroup@upchurchgroup.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>
Quigg Engineering (DBE)	[REDACTED]	2351 S. Dirksen Pkwy Springfield, IL 62703	Structural Design/QCQA Roadway	20%
Lin Engineering (DBE)	[REDACTED]	576 Oakmont Lane Westmont, IL 60559	Structural Design	20%
Kaskaskia Engineering (DBE)	[REDACTED]	208 E. Main Bellville, IL 62220	Geotechnical	3%
Juneau Associates (VOSB)	[REDACTED]	2100 State St. Granite City, IL 62040	Roadway Design	2%

Signature: [REDACTED]

Date: 2/9/18

Printed Name: Daniel Hoelscher

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name:

Business Name: The Upchurch Group, Inc.

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

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

Signature of Authorized Representative: [REDACTED]

Date: February 9, 2018

Certificate of Registration



Registration No. 11487

The Upchurch Group, Inc.

123 N 15th St

Mattoon IL 61938

Information for this business last updated on:

Wednesday, March 22, 2017

Certificate produced on Friday, February 09, 2018 at 11:08 AM



Registered
Business

EXHIBIT "1"

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Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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The Upchurch Group, Inc.

System Vendor Number: 20315841

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Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	11/21/2017
STATUS	Accepted
BUSINESS NAME	The Upchurch Group, Inc.
POINT OF CONTACT	<u>Dan Hoelscher</u>
FLAG FORM	<u>Add Flag</u>

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	<input type="checkbox"/>
2. NAME OF CEO/BUSINESS OWNER	Daniel Hoelscher	<input type="checkbox"/>
3. ANNUAL SALES/GROSS RECEIPTS	2477962.77	<input type="checkbox"/>
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	06/01/1968	<input type="checkbox"/>
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	<input type="checkbox"/>
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Angela L. Climer	<input type="checkbox"/>
CONTACT PERSON TITLE	Operations Manager	
CONTACT PERSON PHONE	217-235-3177	
CONTACT PERSON EMAIL	aclimer@upchurchgroup.com	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	State Agency	<input type="checkbox"/>
---	--------------	--------------------------

Vendor Registration: View Form

- General
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- Contacts & Owners
- Comments
- Reviews
- Certifications
- Site Visits
- Registrations

The Upchurch Group, Inc. System Vendor Number: 20315841

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Vendor Registration	
FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	11/21/2017
STATUS	Accepted
BUSINESS NAME	The Upchurch Group, Inc.
POINT OF CONTACT	Dan Hoelscher
FLAG FORM	Add Flag

C. Small Business Set-Aside Program	
1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	No

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

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The Upchurch Group, Inc.

System Vendor Number: 20315841

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Vendor Registration	
FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	11/21/2017
STATUS	Accepted
BUSINESS NAME	The Upchurch Group, Inc.
POINT OF CONTACT	Dan Hoelscher
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	27 
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year.  114450-00 expiration: 06/15/22

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: 5px; display: inline-block;">Attach File</div>
Refresh List after attaching file(s).	

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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The Upchurch Group, Inc.


System Vendor Number: 20315841

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Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	11/21/2017
STATUS	Accepted
BUSINESS NAME	The Upchurch Group, Inc.
POINT OF CONTACT	<u>Dan Hoelscher</u>
FLAG FORM	<u>Add Flag</u>


F. Certifications

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


Yes

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


Yes

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

Yes

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

Yes

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

Yes

EXHIBIT "1"

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

EXHIBIT "1"

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

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

Yes

G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE:

11487

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

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Vendor Registration: View Form

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The Upchurch Group, Inc.

System Vendor Number: 20315841

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	11/21/2017
STATUS	Accepted
BUSINESS NAME	The Upchurch Group, Inc.
POINT OF CONTACT	Dan Hoelscher
FLAG FORM	Add Flag

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

Additional Information
<p>STAFF ATTACHED FILE(S) Attach File</p> <p style="margin-left: 40px;">Refresh List after attaching file(s).</p>

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22041927 Procurement/Contract #: I-18-4352

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 #: 20315841 IPG Expiration Date: November 28, 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
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

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 #
CDB	EIU – ADA Phase 4	71% complete No Funding	\$194,226.00	Job# 815-010-504
CDB	IDOT – Various Improvements	100% Complete In Close Out	\$107,635.00	Job# 630-000-196
IDOT Dist. #2	Phase II US 20 at IL 73	2% Complete	\$429,000.00	PTB #182-011 Job# D-92-044-16
IDOT Dist. #4	Phase I/II Various Locations	76% Complete	\$1,105,000.00	PTB #153-045 Job# D-94-101-09
IDOT Dist. #4	Phase I/II Various Locations	86% Complete	\$1,000,000.00	PTB #158-023 Job# D-94-010-11
IDOT Dist. #4	Macomb Bypass Pavement	68% Complete	\$1,300,000.00	PTB #174-011 Job# C-94-034-15
IDOT Dist. #4	Phase III Various	61% Complete	\$500,000.00	PTB #180-012 Job# C-94-055-16
IDOT Dist. #6	Phase I/II Various Locations	94% Complete	\$500,000.00	PTB #156-037 Job# D-96-022-10

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

6. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: The Upchurch Group, Inc.


Phone: 217-235-3177

Street Address: 123 N. 15th St.

Email: upchurchgroup@upchurchgroup.com

City, State, Zip: Mattoon, IL 61938

Vendor Contact: Dan Hoelscher

Signature: 

Date: February 9, 2018

Printed Name: Daniel E. Hoelscher

Title: President

Vendor Registration: View

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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The Upchurch Group, Inc.

System Vendor Number: 20315841


Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	11/21/2017
STATUS	Accepted
REVIEWER	Caleb Adams
DATE REVIEWED	11/28/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	11/28/2018
FLAG FORM	Add Flag

Settings

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

Entity Information

BUSINESS NAME	The Upchurch Group, Inc.
CONTACT FOR THIS SUBMISSION	Dan Hoelscher (change contact)
PRIMARY CONTACT EMAIL	upchurchgroup@upchurchgroup.com
PHONE	217-235-3177
FAX	217-258-6115
COMPANY EMAIL	upchurchgroup@upchurchgroup.com
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	123 N. 15th St. Mattoon, IL 61938 [edit address]

Vendor Registration: View Form

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The Upchurch Group, Inc.

System Vendor Number: 20315841

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Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	11/21/2017
STATUS	Accepted
BUSINESS NAME	The Upchurch Group, Inc.
POINT OF CONTACT	<u>Dan Hoelscher</u>
FLAG FORM	<u>Add Flag</u>

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 


Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other **entity type not clearly identified in another option**)

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS? 

No


C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 

Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME? 

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. <u>Percentage of Ownership</u> (PDF)	Attached by Dan Hoelscher on 11/21/2017
<u>Percentage of Ownership and Distributive Income Form</u> (DOCX)	

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. 

1.

Yes


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

EXHIBIT "1"

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

Not applicable - For-Profit Entity

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

THE PREVIOUS 2 YEARS?

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

EXHIBIT "1"

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching file(s).

Customer Support

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

Vendor Name: The Upchurch Group, Inc.

DBA: The Upchurch Group, Inc.

INSTRUCTIONS:

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Daniel E. Hoelscher	123 N. 15 th St. Mattoon, IL 61938	50%	50%	50%	Click here to enter text.
Robert Hickman, Jr.	123 N. 15 th St. Mattoon, IL 61938	50%	50%	50%	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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2018

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

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

PRODUCER Financial Logic, Inc 125 N 15th Street Mattoon IL 61938	CONTACT NAME: Laura Becker PHONE (A/C, No, Ext): (217) 234-3700 E-MAIL ADDRESS: laura.becker@flhq.com	FAX (A/C, No): (217) 234-3706
	INSURER(S) AFFORDING COVERAGE	
INSURED The Upchurch Group, Inc. 123 N. 15th Street Mattoon IL 61938	INSURER A: Secura Insurance	
	INSURER B: Secura Ins	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 22543

COVERAGES **CERTIFICATE NUMBER:** CL17103020879 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		3198481	10/28/2017	10/28/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y		A3198482	10/28/2017	10/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			3198484	10/28/2017	10/28/2018	COMBINED SINGLE LIMIT (Ea occurrence) \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3198483	10/28/2017	10/28/2018	<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

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

Re: IL State Toll Highway Authority Contract #-18-4352 for Reagan Memorial Tollway (I-88) Windsor Road Bridge Widening

Illinois State Toll Highway Authority is listed as an Additional Insured on the General Liability policy and Business Auto policy on a primary/noncontributory basis.

CERTIFICATE HOLDER

CANCELLATION

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

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THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY

GENERAL LIABILITY WRAP

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

The following is a summary of the coverages provided in this Endorsement. This Endorsement is applicable only to those premises described in the Declarations.

A.	NON-OWNED WATERCRAFT	1
B.	NON-OWNED AIRCRAFT HIRED WITH CREW	1
C.	DAMAGE TO PREMISES RENTED TO YOU	1
D.	PERSONAL AND ADVERTISING INJURY - BROAD FORM	2
E.	MEDICAL PAYMENTS INCREASED LIMIT	2
F.	SUPPLEMENTARY PAYMENTS INCREASED LIMITS	2
G.	NEWLY FORMED OR ACQUIRED ORGANIZATIONS	2
H.	ADDITIONAL INSURED - BUILDING OWNER	2
I.	ADDITIONAL INSURED BY CONTRACT	2
J.	DUTIES AFTER LOSS REDEFINED	2
K.	BODILY INJURY REDEFINED	3
L.	UNINTENTIONAL FAILURE TO DISCLOSE	3

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

A. NON-OWNED WATERCRAFT

- SECTION I, COVERAGE A, 2. Exclusions, g. Aircraft, Auto or Watercraft, Paragraph (2) is deleted and replaced by the following:
 - (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- This coverage applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
- This coverage does not apply if there is any other insurance for "bodily injury" or "property damage" liability that would also apply to loss covered under this coverage, whether the other insurance is primary, excess, contingent or on any other basis. A policy issued by us to apply specifically in excess of this policy is not considered other insurance.

B. NON-OWNED AIRCRAFT HIRED WITH CREW

- SECTION I, COVERAGE A, 2. Exclusions, g. Aircraft, Auto or Watercraft, does not apply to an aircraft that is:
 - a. Not owned by any insured; and
 - b. Hired or chartered by, or loaned to you, with a paid crew for the sole use of transporting your "employees."
- This coverage does not apply if there is any other insurance for "bodily injury" or "property damage" liability that would also apply to loss covered under this coverage, whether the other insurance is primary, excess, contingent, or on any other basis. A policy issued by us to apply specifically in excess of this policy is not considered other insurance.

C. DAMAGE TO PREMISES RENTED TO YOU

SECTION I, COVERAGE A, 2. Exclusions, j. Damage to Property, is amended to remove the limitation that the property be rented to you for a period of 7 or fewer days. Coverage applies when the premises is rented to you or temporarily occupied by you with the permission of the owner.

D. PERSONAL AND ADVERTISING INJURY - BROAD FORM

1. SECTION I, COVERAGE B, 2. Exclusions, e. Contractual Liability, is deleted.

2. The following is added to the "Personal and Advertising Injury" definition:

h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) You;

(b) Any of your officers, directors, stockholders, partners, managers, or members.

(2) Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

E. MEDICAL PAYMENTS INCREASED LIMIT

If Medical Expense Payments coverage applies:

1. SECTION I, COVERAGE C MEDICAL PAYMENTS, is amended as follows:

The reporting period as shown in paragraph 1.a.(2) of the Insuring Agreement, is amended to be reported within three years of the date of accident, in lieu of one year.

2. The Medical Expense Limit shown in the Limits of Insurance section of the Declarations of the Commercial General Liability Coverage Part is increased to \$10,000.

F. SUPPLEMENTARY PAYMENTS INCREASED LIMITS

In SECTION I, SUPPLEMENTARY PAYMENTS - COVERAGES A and B, is amended as follows:

1. Item 1.b., the cost of bail bonds is changed to \$2,500; and

2. Item 1.d., actual loss of earnings is changed to \$500 a day.

G. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II - WHO IS AN INSURED, paragraph 4.(a), 90th day is changed to 180th day.

H. ADDITIONAL INSURED - BUILDING OWNER

SECTION II, WHO IS AN INSURED is amended to include as an additional insured the owner, manager, or lessor of premises but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to you subject to the following additional exclusions.

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

I. ADDITIONAL INSURED BY CONTRACT

1. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of 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; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. Any of your Subcontractors, or any partner, officer, agent or employee of such Subcontractor.
- c. "Bodily injury" or "property damage" occurring after:
- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured (s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - (3) The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties or the limits provided by this policy.

J. DUTIES IN THE EVENT OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT

1. Notice of Occurrence or an Offense

- a. The requirement in SECTION IV, CONDITIONS, 2.a. that you must see to it that we are notified of an "occurrence" or an offense only applies when the "occurrence" or offense is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An officer of the corporation or insurance manager, if you are a corporation; or
 - (4) A member or manager, if you are a limited liability company.

2. Notice of claim or suit

- a. The requirement in SECTION IV, CONDITIONS, 2.b. that you must see to it that we receive notice of a claim or "suit" applies only when the claim or "suit" is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership; or
 - (3) An officer of the corporation or insurance manager, if you are a corporation; or
 - (4) A member or manager, if you are a limited liability company.

K. BODILY INJURY REDEFINED

The definition of "Bodily injury" in SECTION V -- DEFINITIONS is replaced by the following:

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

L. UNINTENTIONAL FAILURE TO DISCLOSE

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Commercial General Liability Coverage Form will not invalidate or affect coverage for those premises or operations. However, you must report such error or omissions to us as soon as practicable after its discovery.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/18/2018

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

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

PRODUCER First Mid Insurance Group 1520 Charleston Ave. Mattoon IL 61938	CONTACT NAME: Dan Gabel
	PHONE (A/C, No, Ext): (217) 234-6428 FAX (A/C, No): (217) 234-6493 E-MAIL ADDRESS: dgabel@firstmid.com
INSURED The Upchurch Group, Inc. 123 N. 15th Mattoon IL 61938	INSURER(S) AFFORDING COVERAGE INSURER A: Architects & Engineers Insurance Co NAIC # 44148 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: ISTHA REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		16-00173-01	4/4/2016	4/4/2019	\$2,000,000 Per Occurrence \$2,000,000 Aggregate \$35,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Contract I-18-4352 Windsor Drive Over I-88 Ramps Bridge Replacement

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



PO Box 819
Appleton, WI 54912-0819
(920) 739-3161

SECURA INSURANCE, A Mutual Company
COMMERCIAL AUTOMOBILE POLICY
GENERAL CHANGE ENDORSEMENT

POLICY NO. 20-A-003198482-7 END: 001
RENEWAL OF 20-A-003198482-6

ACCOUNT NUMBER: 7257514
NAMED INSURED AND MAILING ADDRESS

UPCHURCH GROUP INC
123 N 15TH ST
MATTOON, IL 61938

AGENCY AND MAILING ADDRESS 120101

FINANCIAL LOGIC INC
125 N 15TH
PO BOX 603
MATTOON, IL 61938

(217) 234-3700

POLICY PERIOD: FROM 10/28/2017 TO 10/28/2018 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

Effective 05/17/2018 this policy is amended as shown.

COMMERCIAL AUTO

For an additional/return premium, the items below are changed as indicated:

Added Designated Insured: Illinois State Toll Highway Authority

This is not a bill - Invoice to follow.
Total premium is payable in monthly installments.

ANNUALIZED EFFECT OF ENDORSEMENT	\$	0
ADDITIONAL COMMERCIAL AUTO PREMIUM	\$	0
TOTAL PREMIUM	\$	0.00

SECURA INSURANCE, A Mutual Company
COMMERCIAL AUTOMOBILE POLICY
GENERAL CHANGE ENDORSEMENT

POLICY NO. 20-A-003198482-7 END: 001
INSURED: UPCHURCH GROUP INC

EFFECTIVE DATE: 05/17/2018
AGENT: FINANCIAL LOGIC INC

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Upchurch Group Inc</p> <p>Endorsement Effective Date: 05/17/2018</p>
--

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p>

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

SUPPLEMENTAL FORM DECLARATION FOR CA2048 1013

DESIGNATED INSURED

Endorsement Effective: 05/17/2018 Named Insured: Upchurch Group Inc
--

SCHEDULE

Name of Person (s) or Organization(s):
Illinois State Toll Highway Authority, 2700 Ogden Ave, Downers Grove, IL 60515



PO Box 819
Appleton, WI 54912-0819
(920) 739-3161

SECURA INSURANCE, A Mutual Company
COMMERCIAL AUTOMOBILE POLICY
FORMS SCHEDULE

POLICY NO. 20-A-003198482-7 END: 001

ACCOUNT NUMBER: 7257514
NAMED INSURED AND MAILING ADDRESS

UPCHURCH GROUP INC
123 N 15TH ST
MATTOON, IL 61938

AGENCY AND MAILING ADDRESS 120101

FINANCIAL LOGIC INC
125 N 15TH
PO BOX 603
MATTOON, IL 61938

(217) 234-3700

POLICY PERIOD: FROM 10/28/2017 TO 10/28/2018 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

NOTE: IF NO ENTRY APPEARS ON THE FOLLOWING ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT

COMMERCIAL AUTO POLICY FORMS	
CA2048 1013	Designated Insured For Covered Autos Liability Coverage

Contract Information Sheet

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

Consultant Name: The Upchurch Group, Inc.

Contract Number: I-18-4352

Proposal Date: 4/30/2018

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-18-4352

Consultant: The Upchurch Group, 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		
Design Engineering						200	274	274	274	274	274	274	274	1844
Services						24	24	24	24	24	24	24	24	168
QA/QC						30	30	30	30	30	30	30	30	210
Administration														
TOTALS						254	328	328	328	328	328	328	328	2222

Contract Number: I-18-4352 Consultant: The Upchurch Group, 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		
Design Engineering Services	274	274	274	274	274	274	274	274	274	274	274	274	274	3010
QA/QC	24	24	24	24	24	24	24	24	27	24	24	24	24	267
Administration	30	30	30	30	30	36	30	30	35	27	25	25	25	333
Bidding Services											20			20
TOTALS	328	328	328	328	328	334	328	328	328	325	319	20	20	3630

Contract Number: I-18-4352

Consultant: The Upchurch Group, 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							
Bidding Services	20	20	20	16															76
Construction Support				12		12		12		12			12						60
TOTALS	20	20	20	28		12		12					12				12		136

Contract No.: I-18-4352

Consultant: The Upchurch Group, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>5,988.00</u>	X	\$ <u>42.31</u>	=	TOTAL DIRECT SALARY \$	<u>253,352.28</u>
(Total Work Hours from Exhibit A)		(Average Hourly Rate)			

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 \$ 709,386.38

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 38,381.28

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 850,143.62

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

TOTAL SERVICES BY OTHERS \$ 850,143.62

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) \$ 1,597,911.28

Contract No.: I-18-4352 Consultant: The Upchurch Group, 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**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3

- C. **OVERTIME PREMIUM**

- D. **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, Overtime Premium, Allowable and Itemized) **\$ 38,381.28**

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	State Rate* (Maximum)
Mileage	\$55/day (Maximum)
Vehicle Rental	\$65/day
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$32.50/half day
Vehicle Half-day Rate	Actual Cost
Parking	Actual Cost
Tolls	Premium portion
Overtime	Actual Cost
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 Cost
Monuments – Permanent	Actual Costs (Maximum of \$15.00/Hr)
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-18-4352

Consultant: The Upchurch Group, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Dan Hoelscher

Project Manager: Martin Silvester

Project Engineer: Stan Fearday

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Mark Dwiggin

Project Structural Engineer: Martin Silvester

Project Drainage Engineer: Mark Dwiggin

Senior Engineer: _____

Others: Name: Dan Hoelscher

Classification: Realty Specialist

Name: _____

Classification: _____

Name: _____

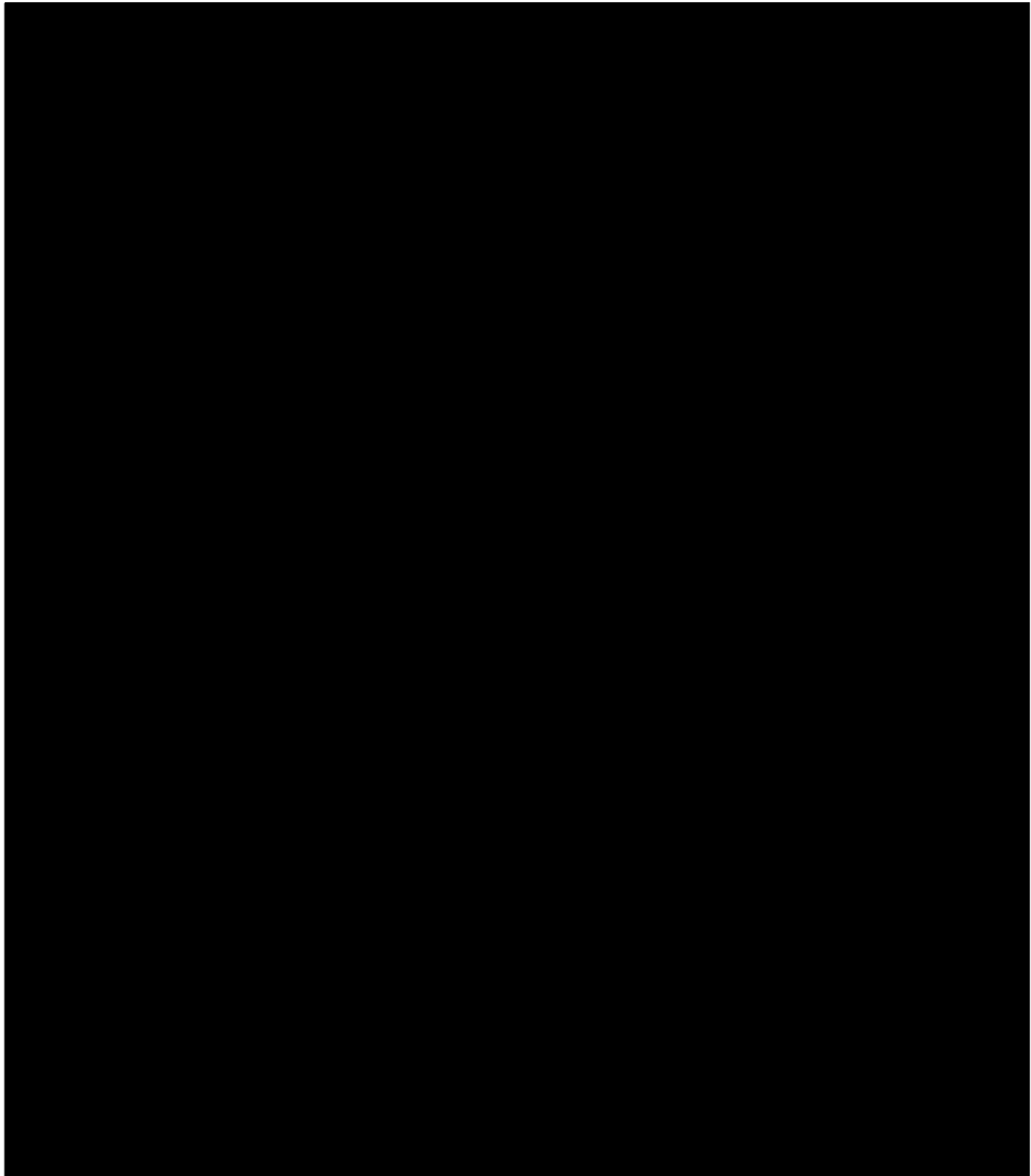
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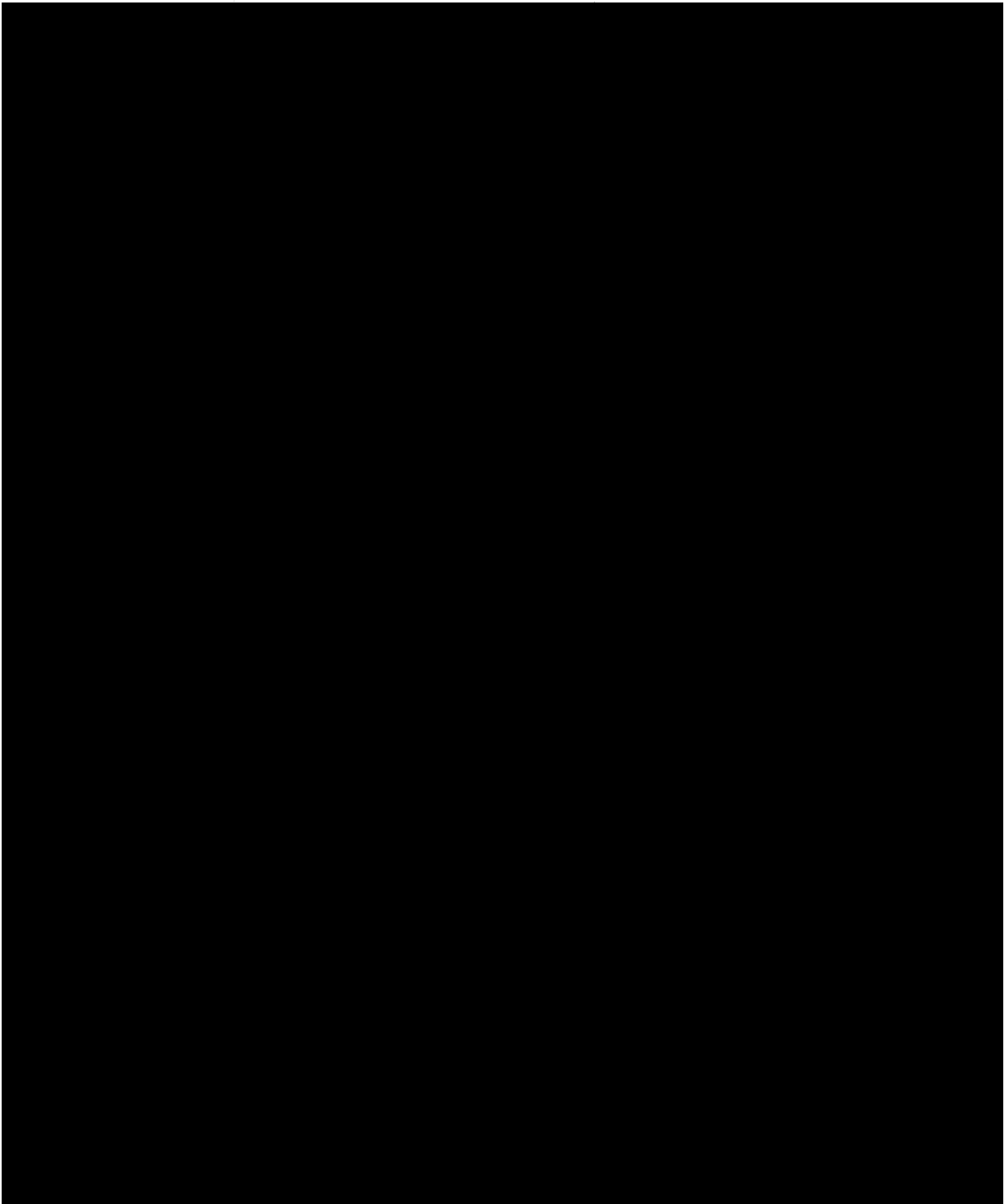
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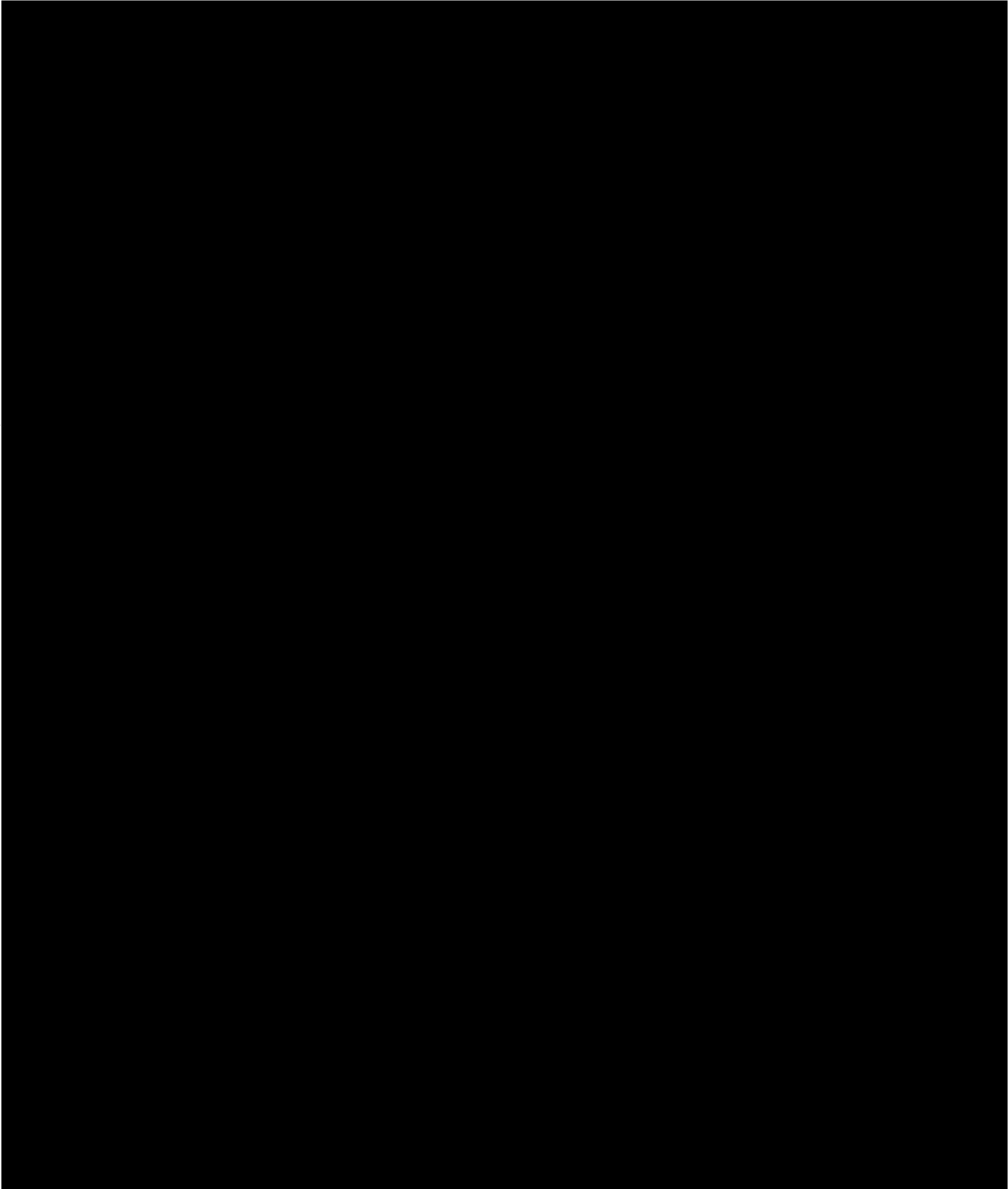
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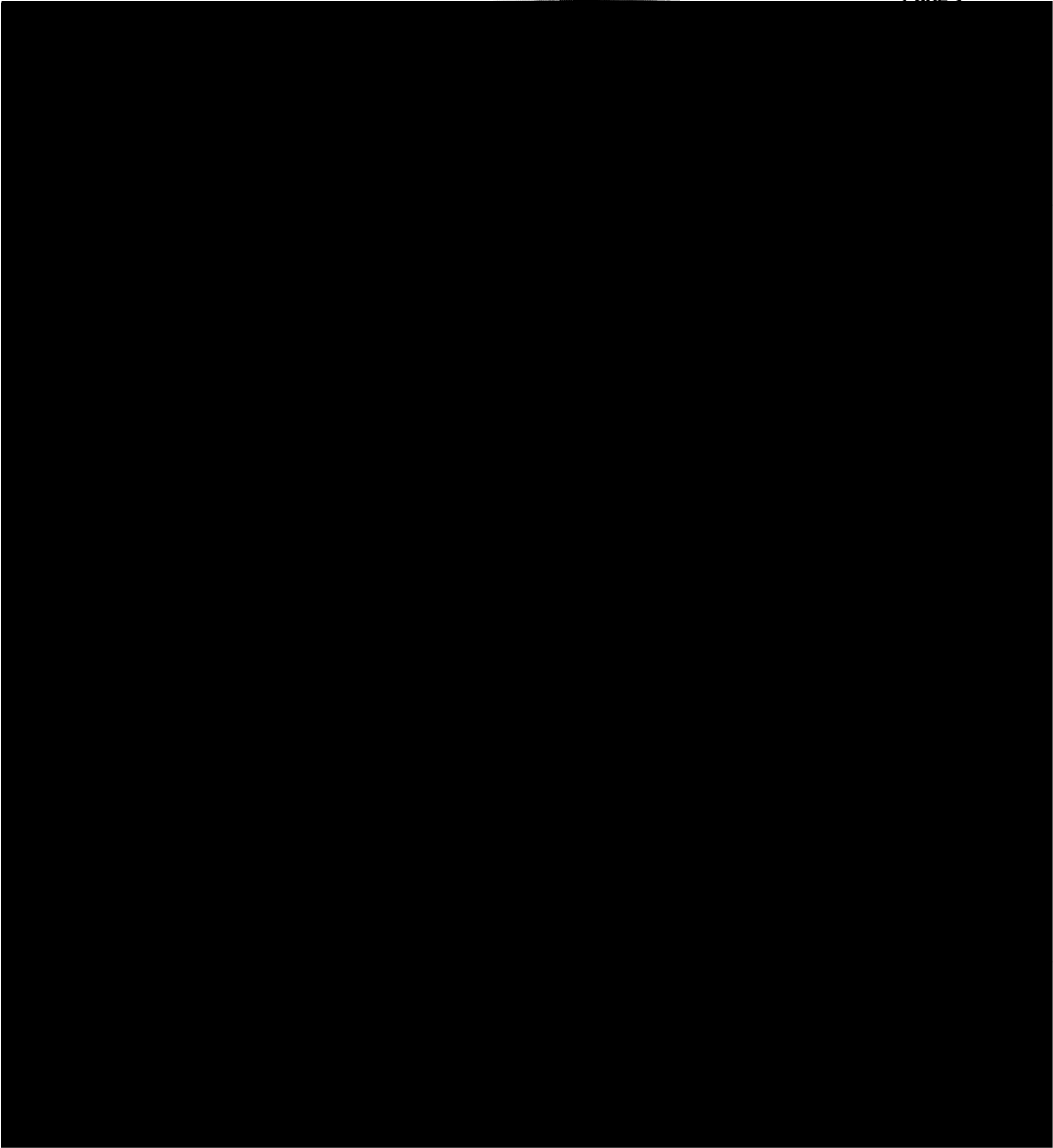
DANIEL E. HOELSCHER, P.L.S.
President
Director of Surveying
Licensed Professional Land Surveyor

The Upchurch Group, Inc.





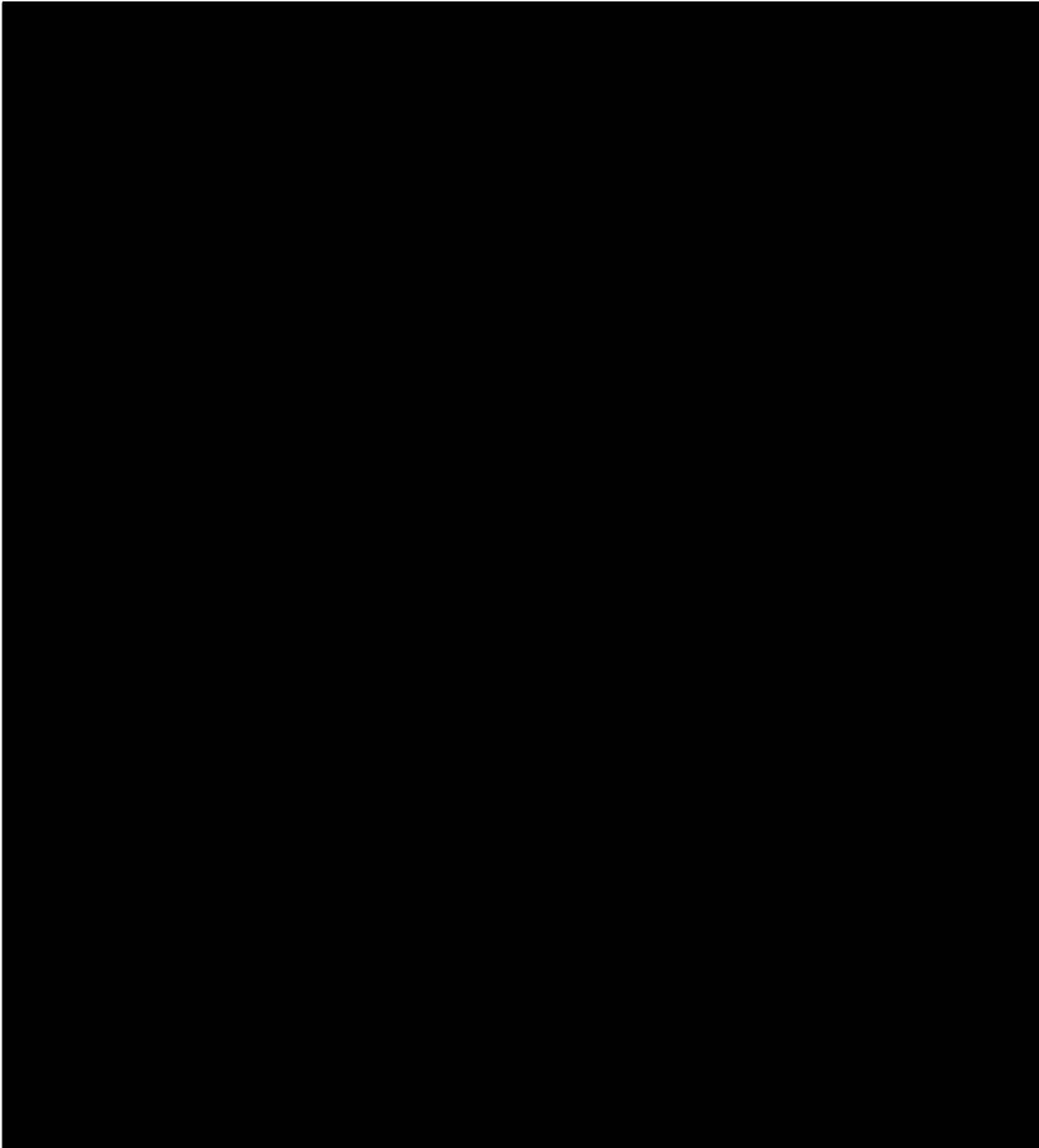


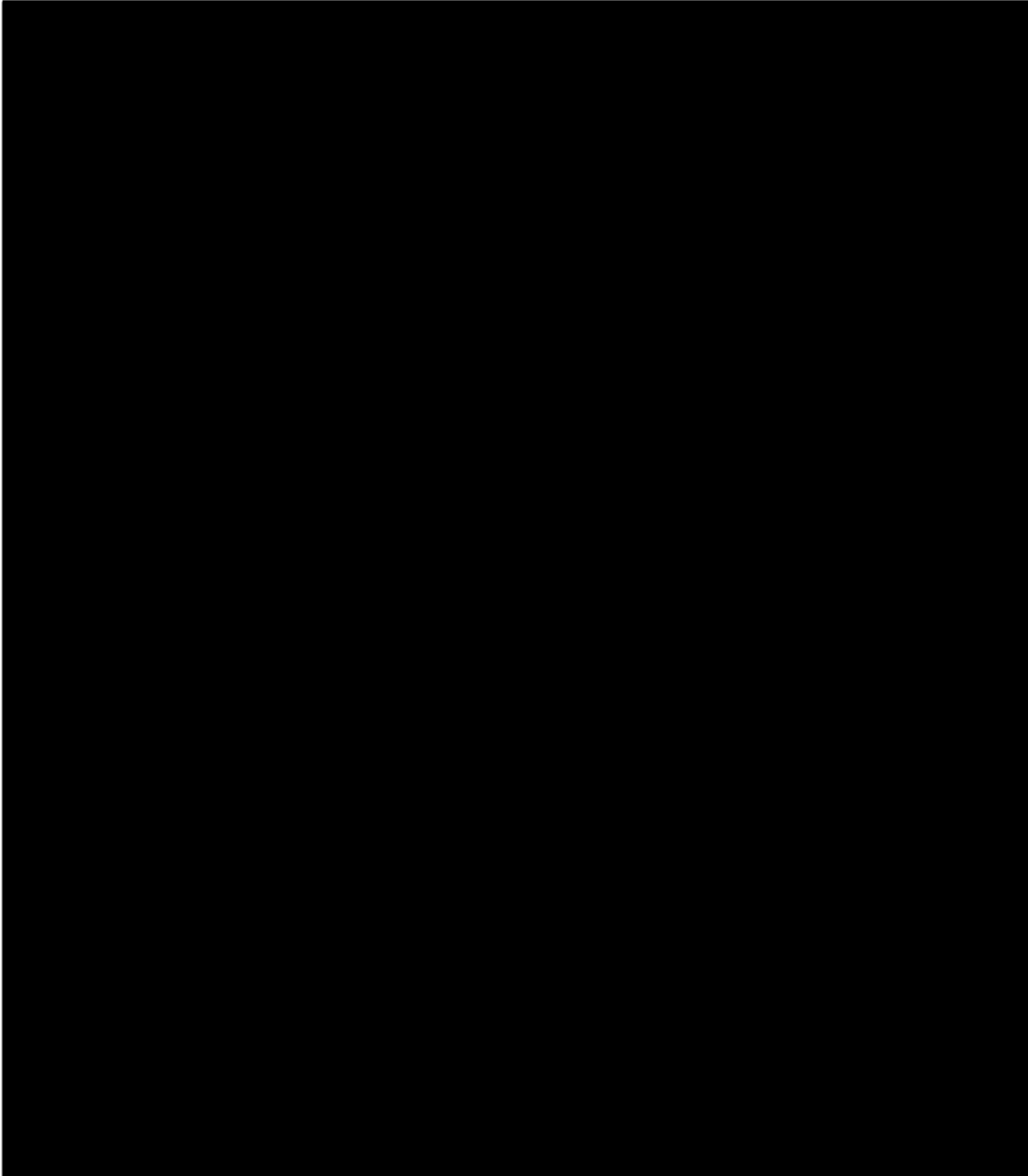


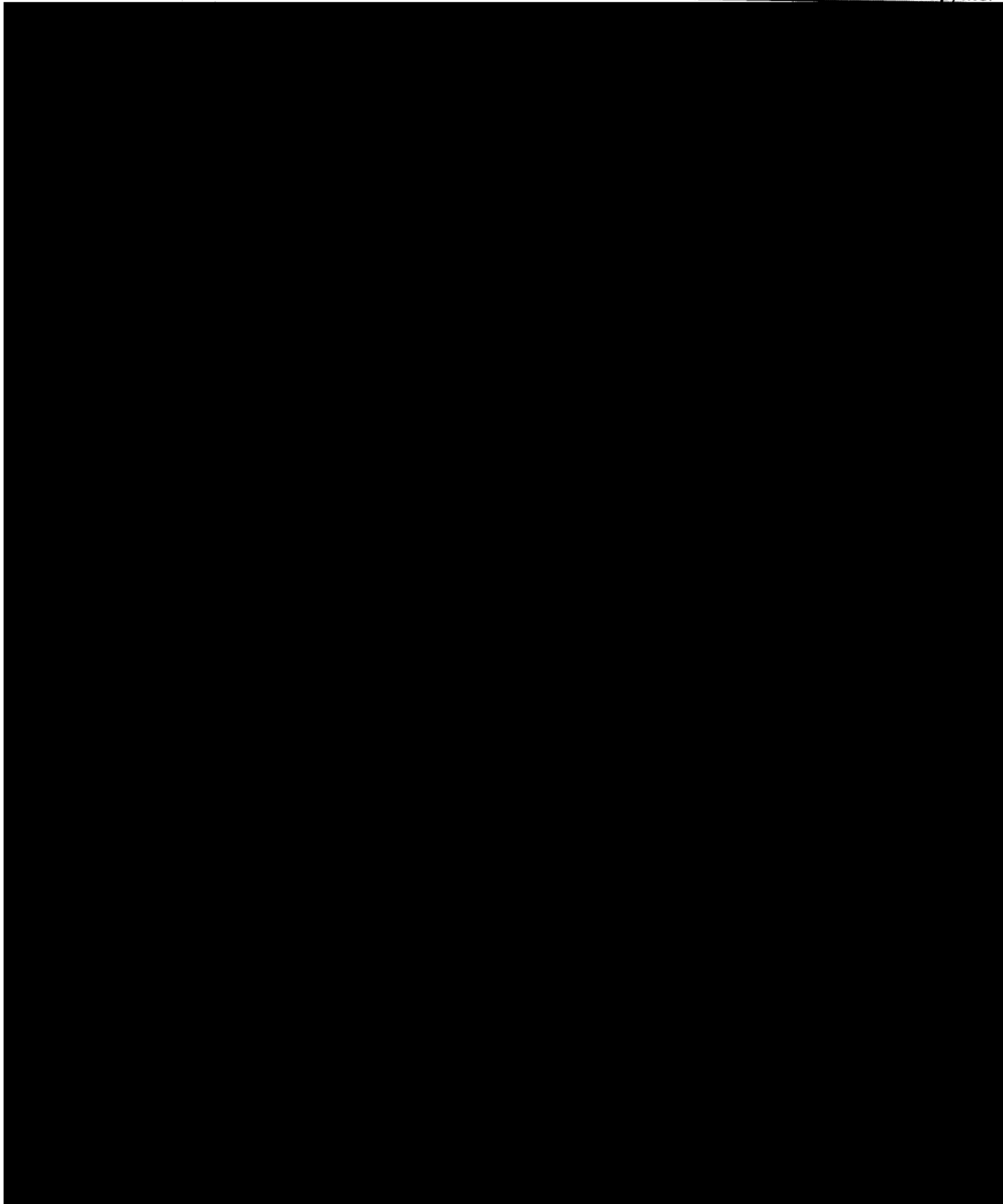
STANLEY J. FEARDAY, P.E., P.L.S.

Professional Engineer/Professional Land Surveyor

The Upchurch Group, Inc.







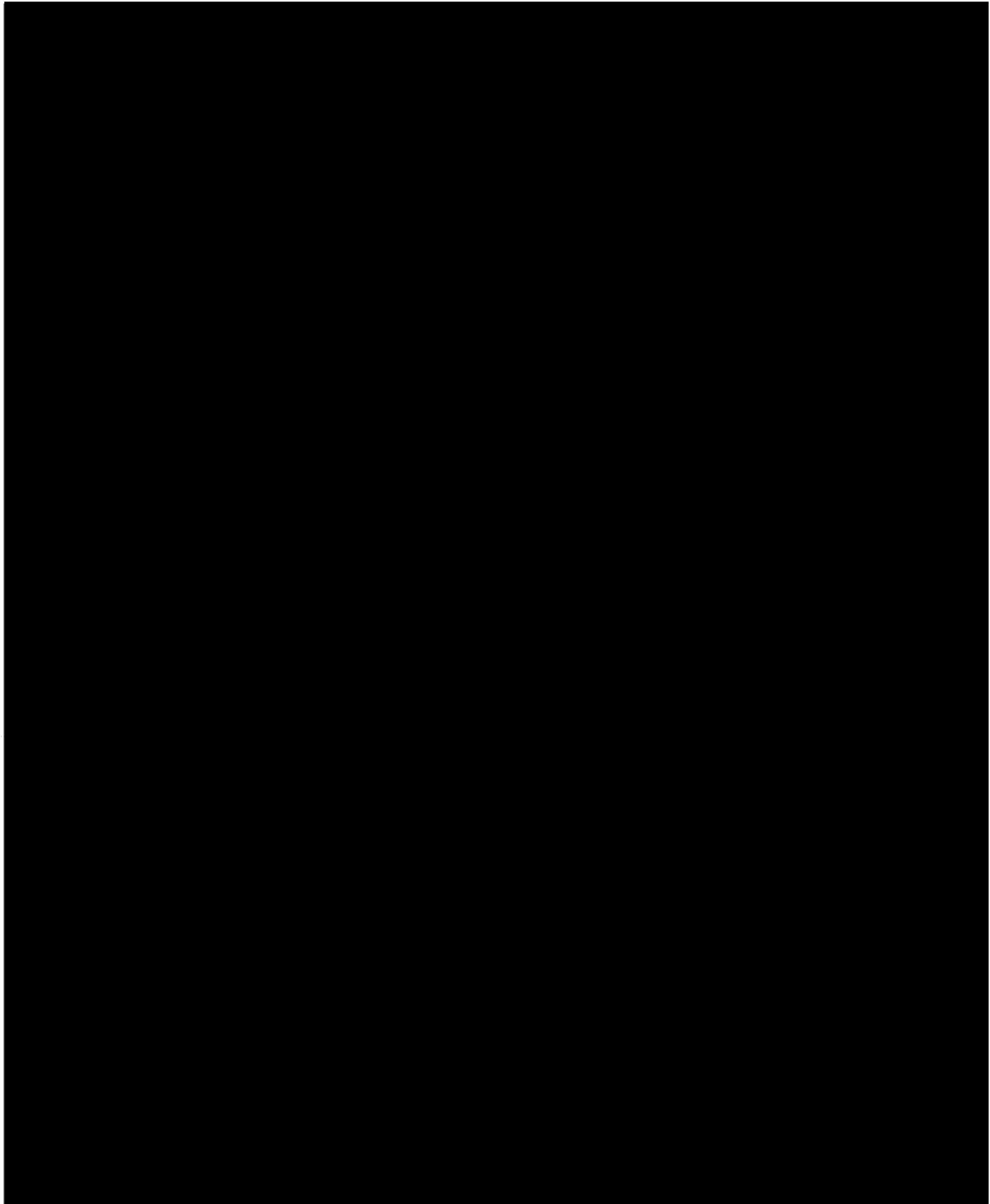


EXHIBIT F

Contract No. I-18-4352

The Upchurch Group, Inc.

SCOPE OF SERVICES

See attached Scope of Work

Exhibit F

Scope of Work

Regan Memorial Tollway (I-88), Windsor Drive Bridge Replacement

Contract No. I-18-4352

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is for Phase II engineering services for the preparation of contract plans and specifications for the proposed bridge replacement of the Windsor Drive bridge over Ramp M and Ramp N connecting the Regan Memorial Tollway with the Tri-State Tollway in the Village of Oak Brook, DuPage County, Illinois.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT I-18-4352

The Design Section Engineer's (DSE) services under Contract I-18-4352 shall consist of the preparation of contract plans and specifications 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. 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 Village of Oak Brook and the Illinois Department of Transportation shall apply outside the Tollway jurisdiction area.

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. ROADWAY REQUIREMENTS

1. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
2. Identify utility impacts on construction, right-of-way, costs, and project schedule.
3. Conduct supplementary survey and right-of-way studies as required.
4. Develop maintenance of traffic and construction staging options for each Bridge construction alternative and corresponding progress schedules.

B. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

1. During this phase, the DSE shall prepare Design Concepts, perform designs and prepare contract plans and documents for implementation of roadway resurfacing to include, but not be limited to, the following:
 - a. Roadway design including horizontal realignment of Windsor Drive and raising the vertical profile on Windsor Drive from Swift Drive through Bliss Drive.
 - b. Roadway earthwork design at Windsor Drive bridge approaches to accommodate future Windsor Drive lane additions.
 - c. Provision for a new access ramp from York Road to southbound Tri-State tollway under the bridge. Provide for an additional lane and shoulder under the bridge.
 - d. Replacement of the existing bridge with a new 2 span bridge.
 - e. Rehabilitation of tollway outside shoulders damaged during existing bridge pier removal.
 - f. Subsurface Geotechnical Report and soil borings.
 - g. Relocation of water main on Windsor Drive.
 - h. Relocation of sanitary sewer on Windsor Drive.
 - i. Remove and replace bridge mounted overhead sign.
 - j. Provide erosion control for all construction zones.

- k. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual.
- l. Provide pavement markings, delineators and signage for the contract limits
- m. 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.
- n. Provide maintenance of traffic plans including those for impacts to local facilities
- o. Protection and / or relocation of utilities
- p. All other appurtenant and miscellaneous items.

C. STRUCTURAL REHABILITATION AND MODIFICATION

- 1. Perform detailed inspections, load rating and review of bridge condition report of structures with recommendations to be reviewed and approved by the Tollway.
- 2. Prepare TS&L Plan for approval by the Tollway and the Village of Oak Brook.
- 3. Provide bridge replacement plans.
- 4. Prepare retaining wall versus ROW study.
- 5. Provide retaining wall plans for widened and raised Windsor Drive, at four bridge approach quadrants including structural design for walls greater than 10 feet high.

D. ENVIRONMENTAL STUDIES AND REPORTS

- 1. Determine and evaluate potential environmental impacts.
- 2. Completion of a two- part Environmental Studies Inventory Sheet (ESIS) Level 1. 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.

E. MAINTENANCE OF TRAFFIC

Protection and maintenance of Tollway and crossroad traffic, and maintenance of toll operations during construction. The existing number of traffic lanes shall be maintained on the mainline in each direction during peak hours.

F. UTILITIES

- 1. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
- 2. Verify location of existing communications cables and utilities with respect to the proposed improvements.
- 3. All utilities coordination shall be performed in accordance with the DSE Manual, specifically with requirements of Subsection 4.5.15 and Section 6.

G. OVERHEAD SIGN STRUCTURE

Soil borings, SGR and an overhead sign structure in the event that the existing overhead bridge mounted sign cannot be mounted on the new bridge.

H. BRIDGE LIGHTING

Underside lighting will be provided under the new bridge deck.

I. EXCLUDED SERVICES

1. ROW plats are not required.
2. Noise walls are not required.
3. Permanent roadway lighting is not required.
4. Subsurface SUE underground utility location is not required.
5. Design of new access ramp from York Road to southbound Tri-State Tollway is not required.
6. Retaining wall design along the future I-88 ramp is not required. Scope of work includes only wrap around MSE wall at south abutment, adjacent to proposed ramp

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 DSE shall perform all survey work necessary for the design of the project in accordance with the appropriate sections of the DSE's Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
2. Maximum use should be made of the Tollway's record drawings; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
3. Obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
4. Utilize the Tollway's record drawings and verify features in the field. 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.
5. 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 the Illinois Tollway. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.

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:

1. Concept construction cost estimate.

2. Impacts to construction schedule and staging.
3. Provide written results on findings from Section III of Scope with written recommendations.
4. Maintenance of traffic concepts shall include preliminary stage layouts and duration estimates.
5. Bridge Condition Reports.

B. OTHER 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 as often as required to insure the final contract documents of all contracts relating to the limits are coordinated.
3. Maintenance of traffic and construction staging.
4. Final construction cost estimates will be developed by the DSE.
5. All other submittals as required in the DSE's Manual.
6. The DSE shall utilize new tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
7. Coordinate with the Tollway Project Manager 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.
8. Coordinate with the Tollway Project Manager, 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.
9. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.
10. The DSE will be required to participate in the Tollway's web based project management system.

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. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Tollway's website at www.illinoisvirtualtollway.com.
2. The Tollway's biennial structural inspection report of the bridges within the project limits.
3. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
4. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Design Manual can be obtained from the Tollway's website at www.illinoistollway.com.
5. Copy of CADD files for I-88 Construction Contract scheduled to start in 2018.
6. Copy of Bridge Condition Report
7. Maintenance Section Reports

PROJECT SCHEDULE

**Contract No. I-18-4352
Regan Memorial Tollway (I-88), Windsor Drive Bridge Replacement**

SCHEDULE

1.	Scoping Meeting	04-11-2018
2.	Notice to Proceed	05-30-2018
3.	Project Kick-Off Meeting	TBD
4.	Concept Submittal	TBD
5.	Preliminary Submittal	TBD
6.	Pre-final Submittal	TBD
7.	Final Submittal	11-30-2019

EXHIBIT G

Contract No. I-18-4352

The Upchurch Group, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
630-000-223	CDB/IDOT Dist.5 Truck Wash	\$202,050.00	\$146,021.00	11/1/2019
D-92-044-16	IDOT Dist. 2 US 20 @ IL 73 PHII PTB 182-011	\$428,830.00	\$419,000.00	9/19/2019
D-94-101-9	IDOT Dist. 4 Various Locations PHI/II PTB 152-045	\$1,165,000.00	\$295,000.00	6/2/2019
D-94-010-11	IDOT Dist. 4 Various Locations PHI/II PTB 158-023	\$1,000,000.00	\$117,000.00	12/14/2020
C-94-034-15	IDOT Dist. 4 Macomb Bypass PHIII PTB 174-011	\$1,300,000.00	\$458,000.00	7/15/2018
C-94-055-16	IDOT Dist. 4 Various Locations PHIII PTB 180-012	\$500,000.00	\$195,000.00	11/1/2018
D-96-022-10	IDOT Dist. 6 Various Locations PHI/II PTB 156-037	\$500,000.00	\$28,200.00	12/31/2018

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

<p>1 <u>Kaskaskia Engineering Group, LLC</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 64,073.24</td></tr> <tr><td>Direct Costs</td><td>\$ 69,756.48</td></tr> <tr><td>Services by Others</td><td></td></tr> <tr><td>Additional Services **</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 133,829.72</td></tr> </table>	Direct Labor	\$ 64,073.24	Direct Costs	\$ 69,756.48	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 133,829.72	<p>6 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				
<p>2 <u>Lin Engineering, Ltd</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 243,489.06</td></tr> <tr><td>Direct Costs</td><td>\$ 12,300.00</td></tr> <tr><td>Services by Others</td><td></td></tr> <tr><td>Additional Services **</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 255,789.06</td></tr> </table>	Direct Labor	\$ 243,489.06	Direct Costs	\$ 12,300.00	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 255,789.06	<p>7 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 243,489.06																				
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Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				
<p>3 <u>Juneau Associates, Inc. P.C.</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 29,292.48</td></tr> <tr><td>Direct Costs</td><td>\$ 4,500.00</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 33,792.48</td></tr> </table>	Direct Labor	\$ 29,292.48	Direct Costs	\$ 4,500.00	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 33,792.48	<p>8 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 29,292.48																				
Direct Costs	\$ 4,500.00																				
Services by Others	\$ -																				
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Total this Subconsultant (ULC)	\$ 33,792.48																				
Direct Labor																					
Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				
<p>4 <u>Quigg Engineering, Inc.</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 424,332.36</td></tr> <tr><td>Direct Costs</td><td>\$ 2,400.00</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 426,732.36</td></tr> </table>	Direct Labor	\$ 424,332.36	Direct Costs	\$ 2,400.00	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 426,732.36	<p>9 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 424,332.36																				
Direct Costs	\$ 2,400.00																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ 426,732.36																				
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Direct Costs	\$ -																				
Services by Others	\$ -																				
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Total this Subconsultant (ULC)	\$ -																				
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Direct Labor																					
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Services by Others	\$ -																				
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Total this Subconsultant (ULC)	\$ -																				
Direct Labor																					
Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 850,143.62

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 850,143.62

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services) 100.20%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services) 100.20%

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-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: Juneau Associates, Inc., P.C.

Contract Number: I-18-4352

Proposal Date: 4/30/2018

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-18-4352

Consultant: Juneau Associates, Inc., P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec						
Project Management						2											4	
Plan Assessment																		
Project Engineer						12												12
Con. Report-BWA																		
Project Engineer																		12
Staff Engineer																		24
Tech Spl.																		32
Prel. Plans-BWA																		
Project Engineer																		
Staff Engineer																		
Tech Spl.																		
Pre F. Plans-BWA																		
Project Engineer																		
Staff Engineer																		
Tech Spl.																		
Final Plans-BWA																		
Project Engineer																		
Staff Engineer																		
Tech Spl.																		
TOTALS						14											70	84

Grand Total Exhibit A Hours

360

Contract Number: I-18-4352

Consultant: Juneau Associates, Inc., P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Project Management		2				2			2				1			7
Plan Assessment																
Project Engineer																
Con. Report-BWA																
Project Engineer																
Staff Engineer																
Tech Spl.																
Prel. Plans-BWA			12													12
Project Engineer			48													48
Staff Engineer			48													48
Tech Spl.																
Pre F. Plans-BWA																
Project Engineer						12										12
Staff Engineer						48										48
Tech Spl.						48										48
Final Plans-BWA																
Project Engineer														8		8
Staff Engineer														14		14
Tech Spl.														31		31
TOTALS		110				110								55	1	276

Contract No.: I-18-4352

Consultant: Juneau Associates, Inc., P.C.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

360.00 <small>(Total Work Hours from Exhibit A)</small>	X	\$ 29.06 <small>(Average Hourly Rate)</small>	=	TOTAL DIRECT SALARY	\$ <u>10,461.60</u>
--	---	--	---	---------------------	---------------------

Multiplier to be used on this project:

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

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 29,292.48

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 4,500.00

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (Prime Consultant)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 33,792.48

Contract No.: I-18-4352 Consultant: Juneau Associates, Inc., P.C.

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**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3

- C. **OVERTIME PREMIUM**

- D. **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, Overtime Premium, Allowable and Itemized)

\$ 4,500.00

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	State Rate* (Maximum)
Mileage	\$55/day (Maximum)
Vehicle Rental	\$65/day
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$32.50/half day
Vehicle Half-day Rate	Actual Cost
Parking	Actual Cost
Tolls	Premium portion
Overtime	Actual Cost
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-18-4352

Consultant: Juneau Associates, Inc., P.C.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Brian F. Kulick

Project Engineer: Scott A. Slemer

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Ramesh K. Regmi

Classification: Staff Engineer/Planner

Name: Tyler Alvin Kruep

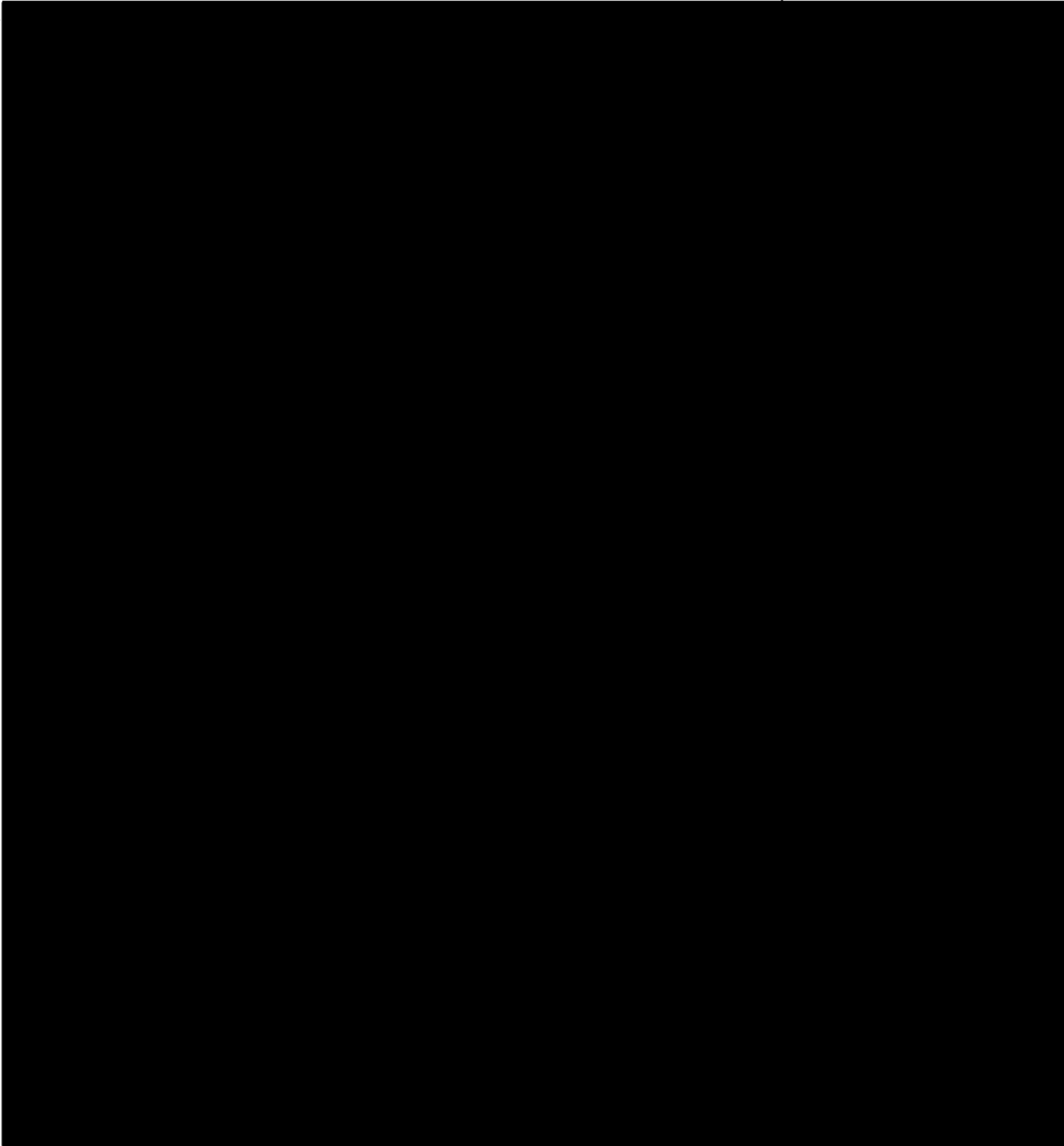
Classification: Technical Specialist

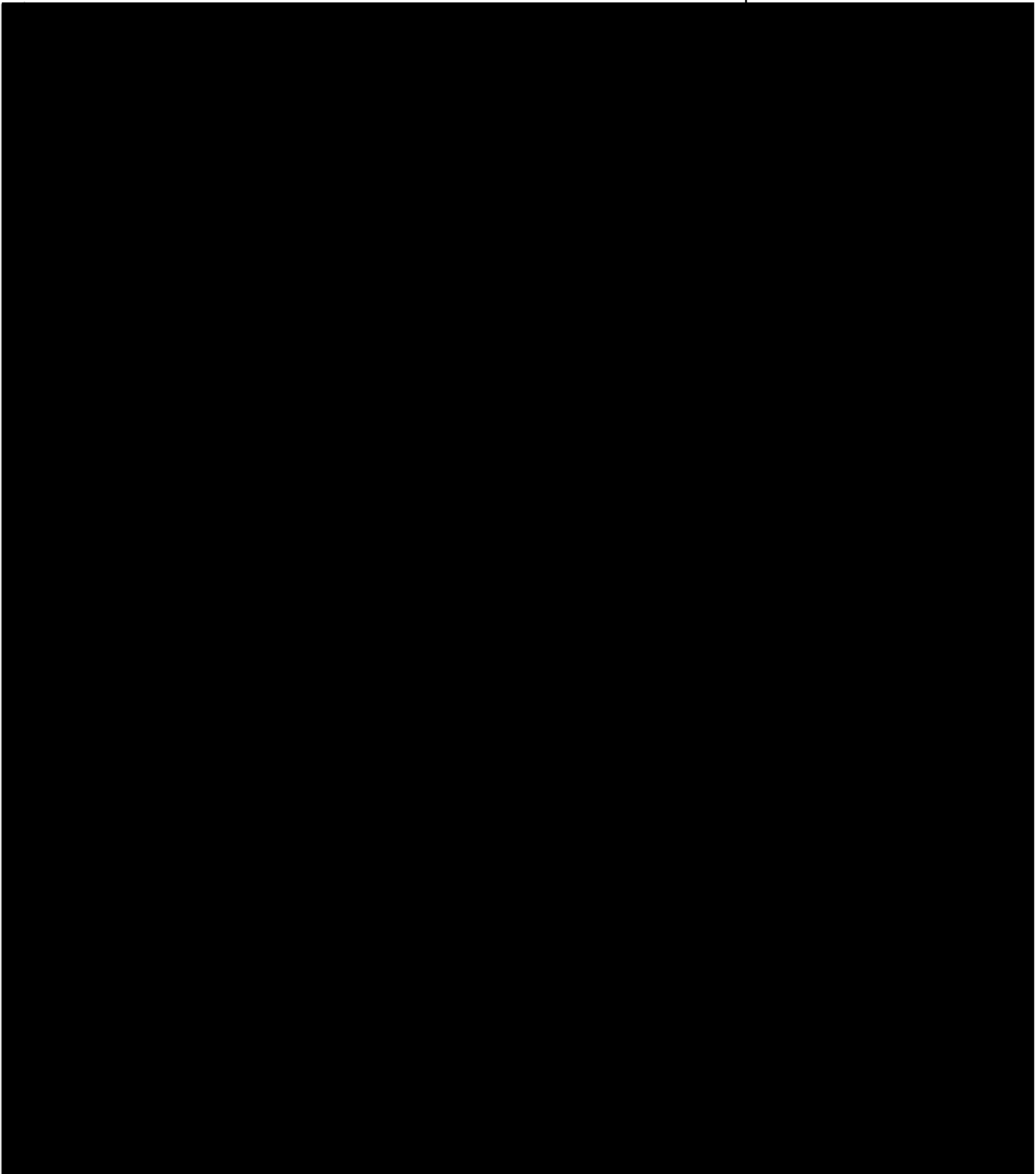
Name: Jeremy J. Buettikoffer

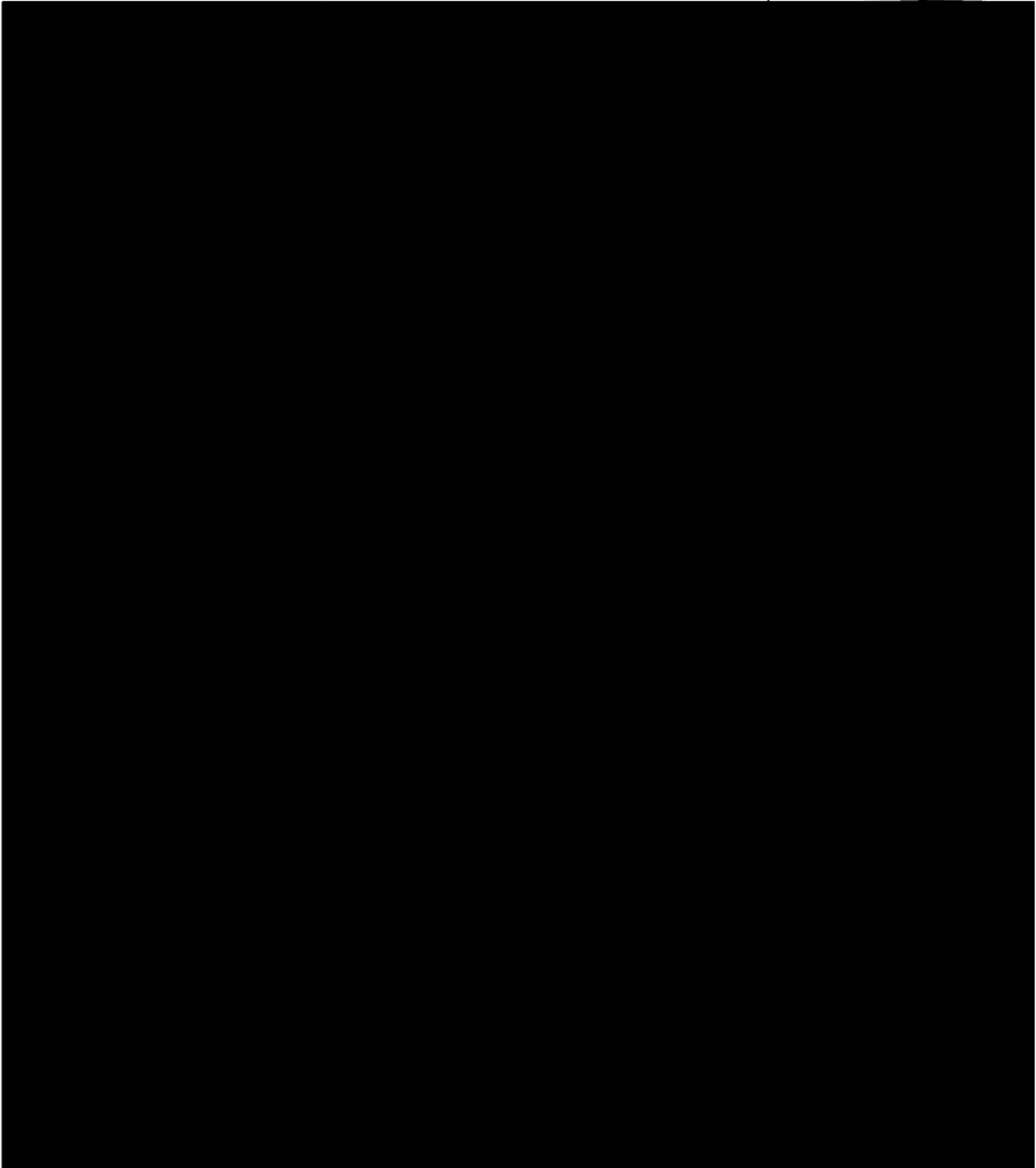
Classification: Technical Specialist

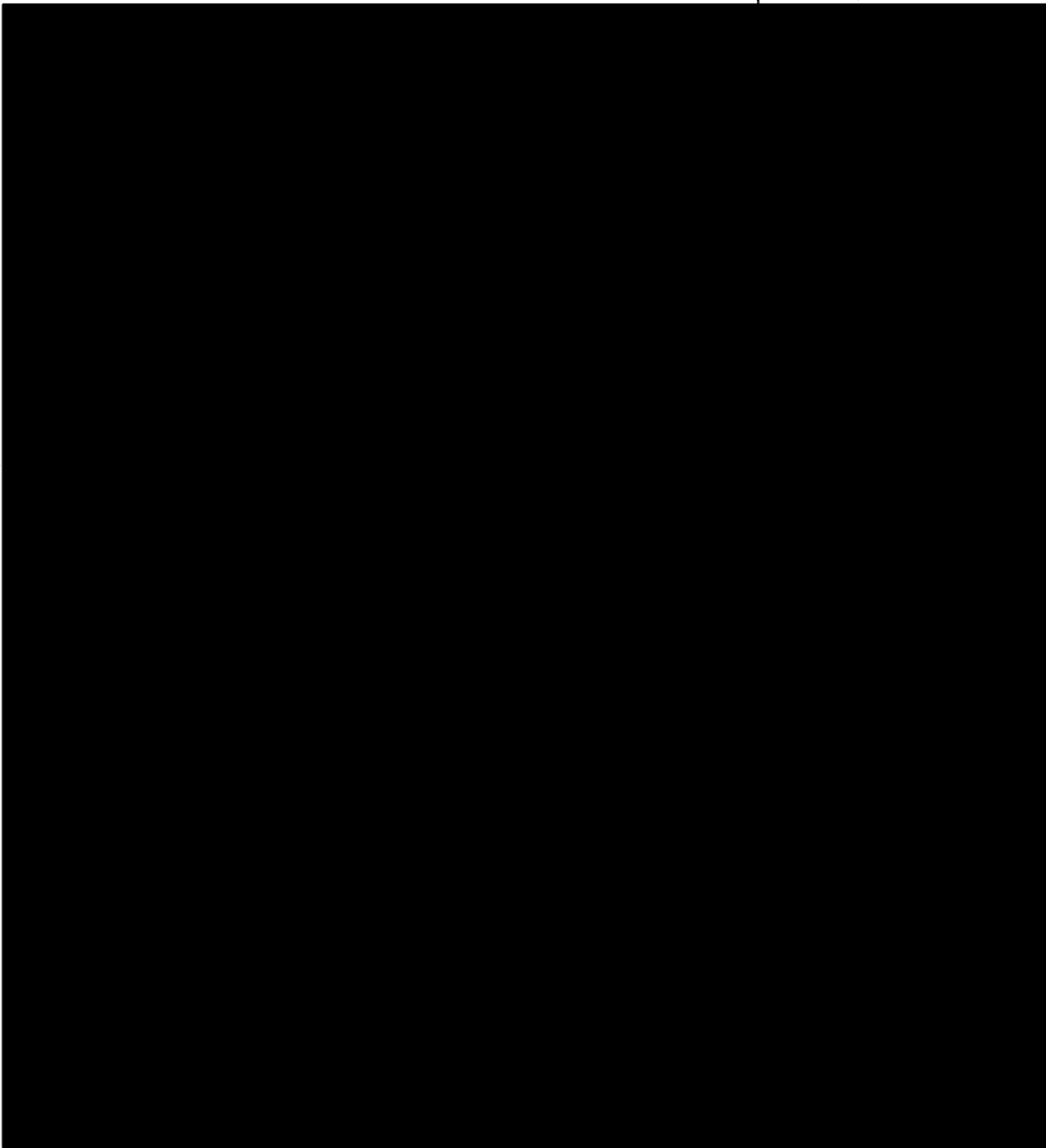
Name: _____

Classification: _____









Tyler Kruep, EIT
Technician

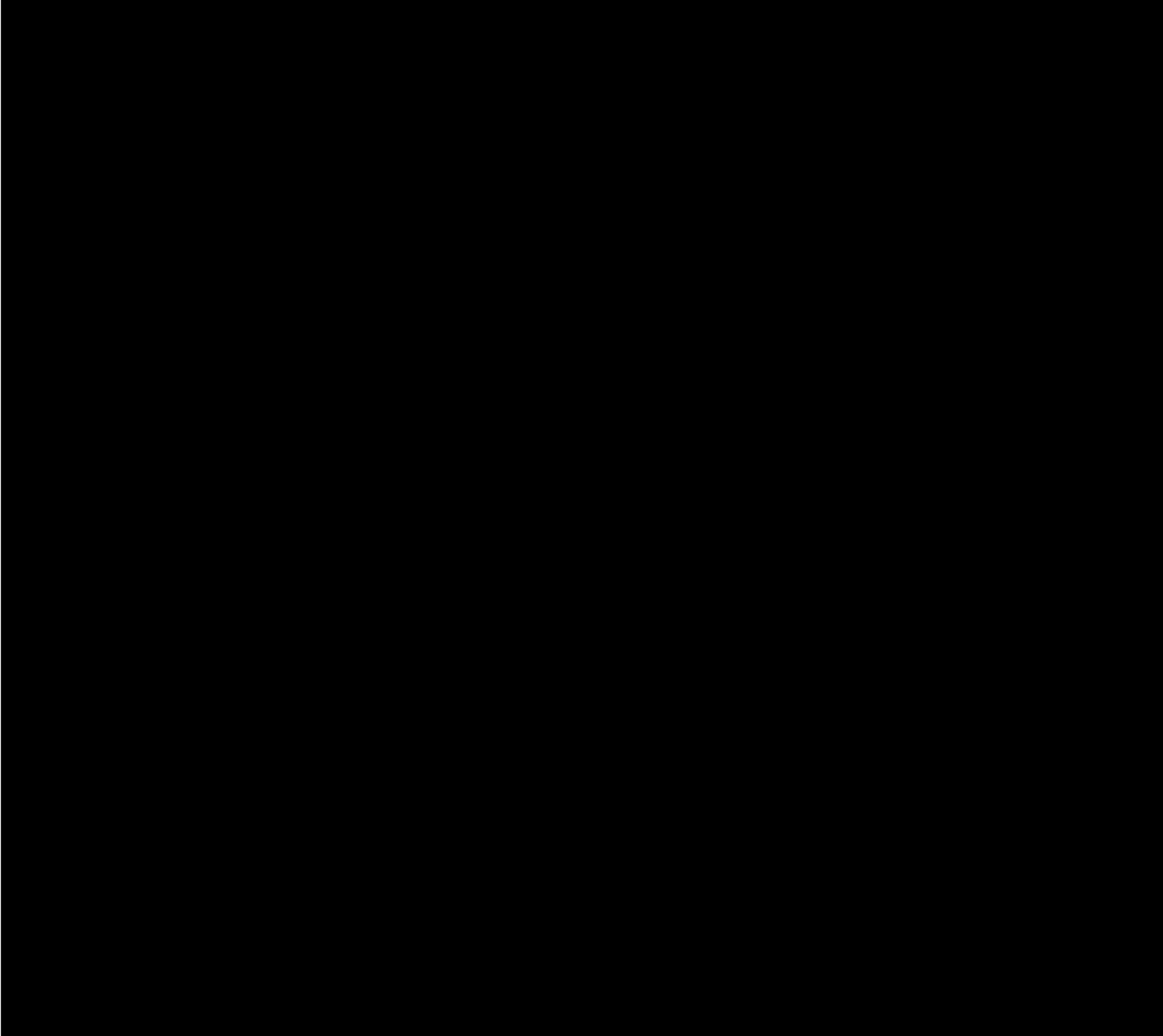


EXHIBIT F

Contract No. I-18-4352

Juneau Associates, Inc., P.C.

SCOPE OF SERVICES

Perform roadside safety assessments and barrier warrant analyses for the proposed Windsor Road bridge widening.

EXHIBIT G

Contract No. I-18-4352

Juneau Associates, Inc., P.C.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-13-4117	Reagan Memorial Tollway, Roadway Reconstruction, East West Connector. Construction Management Services	\$44,000.00	\$44,000.00	5.31.2019
I-16-4283	Jane Addams Memorial Construction Management Upon Request. On-call and as needed construction management services.	\$100,000.00	\$100,000.00	12.31.2018
RR-16-9197	Systemwide Design Services Upon Request Non Roadway. On-call and as-needed Phase II Engineering	\$100,000.00	\$67,660.31	12.31.2018
I-17-4675	Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange (Eastbound Collector Distributor Road). Phase II Engineering	\$93,100.00	\$66,308.50	8.31.2020
RR-16-4252	Construction Management - Systemwide, Maintenance Facilities, Construction Management Services Upon Request	\$60,000.00	\$60,000.00	6.01.2018
I-15-4656	Design Services - EOWA, I-294 to I-90 Tri-State and Franklin/Green Street	\$490,000.00	\$371,516.15	6.01.2018
RR-14-4200	Surveying - Maintenance Facilities, Construction Management Upon Request	\$18,900.00	\$8,380.92	12.31.2017
I-17-4301	Tri-State Tollway, Roadway Reconstruction, St Charles Road (M.P. 32.3) to North Avenue / Lake Street (M.P. 33.5)	\$212,000.00	\$212,000.00	10.31.2021
I-17-4308	Tri-State Tollway, ITS & Lighting Installation, 95th Street (M.P. 17.8) to Balmoral Avenue (M.P. 40.0). Phase II Engineering Services	\$152,000.00	\$151,355.00	12.31.2022
I-17-4309	Tri-State Tollway, Advanced MOT Rehabilitation, 95th Street (M.P. 17.8) to East West Connector (M.P. 29.1)	\$29,000.00	\$29,000.00	12.31.2021

I-17-4310	Tri-State Tollway, Advanced MOT Rehabilitation, East West Connector (M.P. 29.1) to Balmoral Avenue (M.P. 40.0).	\$15,000.00	\$15,000.00	12.31.2022
RR-17-4292	Systemwide, Veterans Memorial Tollway, Pavement Preservation.	\$22,074.00	\$22,074.00	8.31.2018
RR-16-4281	Tri-State Tollway, 159th Street Bridge Reconstruction, M.P. 6.3. Construction Management Services	\$50,000.00	\$50,000.00	2.28.2019
RR-17-4312	Reagan Memorial Tollway, Pavement and Structural Preservation and Rehabilitation, M.P. 123.4 (IL Route 59) to M.P. 126.9 (East of Washington Street).	\$50,000.00	\$50,000.00	8.31.2018
I-17-4315	Tri-State Tollway, Construction Management Upon Request. Phase III Engineering Services	\$150,000.00	\$13,347.00	9.30.2022

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-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) <u>\$ -</u>
2	Direct Labor _____ Direct Costs _____ Services by Others _____ Additional Services ** _____ Total this Subconsultant (ULC) <u>\$ -</u>
3	Direct Labor <u>\$ -</u> Direct Costs <u>\$ -</u> Services by Others <u>\$ -</u> Additional Services ** <u>\$ -</u> Total this Subconsultant (ULC) <u>\$ -</u>
4	Direct Labor <u>\$ -</u> Direct Costs <u>\$ -</u> Services by Others <u>\$ -</u> Additional Services ** <u>\$ -</u> Total this Subconsultant (ULC) <u>\$ -</u>
5	Direct Labor <u>\$ -</u> Direct Costs <u>\$ -</u> Services by Others <u>\$ -</u> Additional Services ** <u>\$ -</u> Total this Subconsultant (ULC) <u>\$ -</u>

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

** Additional services funds require prior authorization before use

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

Contract Information Sheet

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

Consultant Name: Kaskaskia Engineering Group, LLC

Contract Number: I-18-4352

Proposal Date: 4/30/2018

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-18-4352

Consultant:

Kaskaskia 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				
Subsurface Exploration Structure Geotechnical Report						12	12	120								144
									50	46	45					186
TOTALS						12	12	120	50	46	45					330

Grand Total Exhibit A Hours 586

Contract No.: I-18-4352

Consultant: Kaskaskia Engineering Group, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>586.00</u> (Total Work Hours from Exhibit A)	X	<u>\$ 39.05</u> (Average Hourly Rate)	=	TOTAL DIRECT SALARY \$ <u>22,883.30</u>
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Multiplier to be used on this project:	<u>2.80</u>
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)	

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 64,073.24

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 69,756.48

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)

\$ 133,829.72

Contract No.: I-18-4352 **Consultant:** Kaskaskia 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**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3

- C. **OVERTIME PREMIUM**

- D. **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>Wang Engineering</u>

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) **\$ 69,756.48**

ALLOWABLE DIRECT COSTS

10.01.2013

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

Per Diem	
Lodging	State Rate (Maximum)
Air Fare	State Rate (Maximum)
	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."



**GEOTECHNICAL SERVICES
UNIT PRICES
2018**



Name: Windsor Drive Over I-88 Ramps N & M
Client: Kaskaskia Engineering Group, LLC
Contract/Job: I-18-4352
Scope: Six (6) Bridge Structure borings (BSB), and eight (8) Retaining Wall Borings (RWB) for a total of fourteen (14) borings

Date: 04/23/2018
Wang No.: P180426

Task Description	Units	Unit Price	Extended Cost
DRILLING, SAMPLING & INSITU TESTING			
Drilling Coordination, Utilities Clearance, Site Access, Permitting	20.0 Hours	\$98.76 /Hour	\$1,975.20
Mobilization	0	\$1,400.00 /Each	\$0.00
Stand-by Hourly Rate	0.0 Hours	\$400.00 /Hour	\$0.00
<u>Drilling & Sampling - Hourly (SPT, Penetrometer, Rimac, Visual Classification Included)</u>			
Two-man crew - normal working hrs	72.0 Hours	\$400.00 /Hour	\$28,800.00
Two-man crew - overtime (2 hrs per day)	0.0 Hours	\$450.00 /Hour	\$0.00
Two-man crew and field supervisor- normal working hrs	0.0 Hours	\$480.00 /Hour	\$0.00
Two-man crew and field supervisor - overtime (2 hrs per day)	0.0 Hours	\$530.00 /Hour	\$0.00
<u>Hand Augering, Pavement/ Deck Coring & Testing</u>			
Two-man crew and equipment	0.0 Hours	\$400.00 /Hour	\$0.00
Asbestos content testing on deck cores	0 Tests	\$175.00 /Test	\$0.00
<u>Surveying of Boring Locations (Two-man crew)</u>			
	0.0 Hours	\$205.00 /Hour	\$0.00
<u>Monitoring Well or Inclinator Installation</u>			
<u>2.0- or 4-inch monitoring wells</u>			
Two-man crew - normal working hours	0.0 Hours	\$400.00 /Hour	\$0.00
Two-man crew - overtime (2 hours per day)	0.0 Hours	\$450.00 /Hour	\$0.00
<u>Inclinator casing instalation</u>			
Two-man drilling crew - normal working hours	0.0 Hours	\$400.00 /Hour	\$0.00
Two-man crew - overtime (2 hours per day)	0.0 Hours	\$450.00 /Hour	\$0.00
<u>Other items</u>			
55 gallon dot containment drums	0 Drums	\$42.00 /Drum	\$0.00
Digital datalogger and barometer	0 Each	\$1,300.00 /Each	\$0.00
Well and Casing Materials	At Cost		\$0.00
<u>Drilling and Sampling - per Foot (SPT, Penetrometer, Rimac, Visual Classification Included)</u>			
Between 0 and 75 feet	0.0 Feet	\$39.00 /Foot	\$0.00
Between 75 and 150 feet	0.0 Feet	\$55.00 /Foot	\$0.00
Drill without sampling	0.0 Feet	\$28.00 /Foot	\$0.00
Shelby tube samples	0 Samples	\$85.00 /Sample	\$0.00
Rock core setup	0 Setups	\$403.00 /Setup	\$0.00
Set casing and rock coring	0.0 Feet	\$85.00 /Foot	\$0.00
Borehole backfilling	0.0 Feet	\$11.00 /Foot	\$0.00
Pavement patching	0 Patches	\$22.00 /Each	\$0.00
Drilling crew daily travel	0 Days	\$200.00 /Day	\$0.00
<u>Other Insitu Tests</u>			
Pressuremeter testing	0 Days	\$2,500.00 /Day	\$0.00
Vane shear	0 Tests	\$200.00 /Test	\$0.00
Dilatometer testing	At Cost		\$0.00
Cone penetration testing (CPT/CPTu)	At Cost		\$0.00
Photoionization detector (PID)	0 Days	\$100.00 /Day	\$0.00
Double ring infiltrometer test (ASTM D3385)	0 Tests	\$1,117.00 /Test	\$0.00
Single ring infiltrometer test (Chicago Stormwater Ordinance)	0 Tests	\$608.00 /Test	\$0.00
<u>Boring Location Accessibility, Railroad Fees, State/County/Municipal Fees, Barge Drilling</u>			
Private utility determination	At Cost		\$0.00
Tree clearance	At Cost		\$500.00
Guardrail removal and replacement	At Cost		\$0.00
Dozer / equipment rental	At Cost		\$0.00
Railroad permitting	At Cost		\$0.00
Railroad protective insurance	At Cost		\$0.00
Railroad flagman	At Cost		\$0.00
Pavement opening permit	At Cost		\$0.00
State/municipal insurance and bonding	At Cost		\$0.00
Barge drilling on a navigable waterway	At Cost		\$0.00
			\$31,275.20

Name: Windsor Drive Over I-88 Ramps N & M
Client: Kaskaskia Engineering Group, LLC
Contract/Job: I-18-4352

Date: 04/23/2018
Wang No.: P180426

Scope: Six (6) Bridge Structure borings (BSB), and eight (8) Retaining Wall Borings (RWB) for a total of fourteen (14) borings

Task Description		Units	Unit Price	Extended Cost	
LABORATORY TESTING					
T265	D2216	Water Content	180 Tests	\$9.80 /Test	\$1,764.00
--	D7263	Unit Weight (Density)	8 Tests	\$36.00 /Test	\$288.00
T100	D854	Specific Gravity	0 Tests	\$66.00 /Test	\$0.00
--	D4972	pH of Soil	0 Tests	\$59.00 /Test	\$0.00
T267	D2974	Organic Content by LOI	0 Tests	\$60.00 /Test	\$0.00
T194	--	Organic Content by Wet Combustion	0 Tests	\$133.00 /Test	\$0.00
<u>Particle Size Distribution</u>					
T88	D422	Sieve Analysis	0 Tests	\$77.00 /Test	\$0.00
T88	D422	Combined Sieve and Hydrometer	2 Tests	\$122.00 /Test	\$244.00
--	D1140	Percent Finer than No. 200 Sieve	0 Tests	\$50.00 /Test	\$0.00
<u>Atterberg Limits</u>					
T89, T90	D4318	Liquid and Plastic Limits	8 Tests	\$77.00 /Test	\$616.00
T92	D427	Shrinkage Factors	0 Tests	\$90.00 /Test	\$0.00
<u>Classification of Soils</u>					
--	D2488	Visual Manual	0 Samples	\$19.00 /Sample	\$0.00
--	D2487	Unified Soil Classification System	0 Samples	\$195.00 /Sample	\$0.00
M145	--	AASHTO Classification	0 Samples	\$195.00 /Sample	\$0.00
--	--	USDA Classification	0 Samples	\$122.00 /Sample	\$0.00
<u>Soil Settlement, Swelling, and Collapse Potential</u>					
T216	D2435	One-Dimensional Consolidation	0 Tests	\$556.00 /Test	\$0.00
--	D4546	One-Dimensional Swell	0 Tests	\$540.00 /Test	\$0.00
--	D5333	Collapse Potential	0 Tests	\$300.00 /Test	\$0.00
<u>Shear Strength of Soil</u>					
		Rimac Unconfined Compressive Strength	0 Tests	\$14.50 /Test	\$0.00
T208	D2166	Unconfined Compressive Strength	8 Tests	\$81.00 /Test	\$648.00
T236	D3080	Direct Shear of Soils (3 points)	0 Tests	\$715.00 /Test	\$0.00
T296	D2850	UU Triaxial Compression (3 points)	0 Tests	\$335.00 /Test	\$0.00
T297	D4767	CU Triaxial Compression (3 points)	0 Tests	\$1,100.00 /Test	\$0.00
T297	D4767	CD Triaxial Compression (3 points)	0 Tests	\$1,100.00 /Test	\$0.00
	D7012	Peak Uniaxial Compressive Strength of Rock Core	3 Tests	\$163.00 /Test	\$489.00
<u>Laboratory Compaction Tests</u>					
T99	D698	Moisture-Density of Soils (Standard Effort)	0 Tests	\$200.00 /Test	\$0.00
T180	D1557	Moisture-Density of Soils (Modified Effort)	0 Tests	\$210.00 /Test	\$0.00
T193	--	Illinois Bearing Ratio (1 point)	0 Tests	\$500.00 /Test	\$0.00
T193	D1883	California Bearing Ratio (3 points)	0 Tests	\$920.00 /Test	\$0.00
<u>Coefficient of Permeability</u>					
T215	D2434	Hydraulic Conductivity (Constant Head)	0 Tests	\$450.00 /Test	\$0.00
--	D5084	Hydraulic Conductivity (Flexible Wall)	0 Tests	\$475.00 /Test	\$0.00
<u>Additional Sample Preparation Procedures</u>					
		Removal of Organic Matter	0 Samples	\$87.00 /Sample	\$0.00
		Extrusion & Preservation of Undisturbed Samples	8 Samples	\$28.00 /Sample	\$224.00
		Logging & Classification of Undisturbed Samples	0 Samples	\$65.00 /Sample	\$0.00
		Remolding and Trimming of Samples	0 Samples	\$62.00 /Sample	\$0.00
<u>Planting Soil Mix Testing</u>					
<i>Chemical Analyses & Mitigation Recommendations (300 g sample required)</i>					
		pH, CEC, Soluble Salts, OM, P, K, Other Nutrients	0 Tests	\$115.00 /Test	\$0.00
		Residual Chemicals, Herbicides Full Screen	0 Tests	\$645.00 /Test	\$0.00
<i>Mechanical Analyses & Mitigation Recommendations (1,000 g sample required)</i>					
T88	D422	Combined Sieve and Hydrometer	0 Tests	\$122.00 /Test	\$0.00
<u>Analytical Laboratory Services - for CCDD</u>					
		Volatile Organic Components (VOC)	0 No	\$200.00 /Each	\$0.00
		SemiVOC including PNA's	0 No	\$335.00 /Each	\$0.00
		PCB	0 No	\$135.00 /Each	\$0.00
		Total Metals	0 No	\$210.00 /Each	\$0.00
		PH Determination	0 No	\$23.00 /Each	\$0.00
<u>Corrosion Testing</u>					
		(Resistivity, Chlorides, pH, Redox, and Sulfates)	0 No	\$290.00 /Each	\$0.00
				\$ 4,273.00	



**GEOTECHNICAL SERVICES
UNIT PRICES
2018**



Name: Windsor Drive Over I-88 Ramps N & M
Client: Kaskaskia Engineering Group, LLC
Contract/Job: I-18-4352
Scope: Six (6) Bridge Structure borings (BSB), and eight (8) Retaining Wall Borings (RWB) for a total of fourteen (14) borings

Date: 04/23/2018
Wang No.: P180426

Task Description	Units	Unit Price	Extended Cost
TRAFFIC CONTROL			
<u>Expressway (1/2 mile)</u>			
Shoulder Closure	1.0 No.	\$1,200.00 /Each	\$1,200.00
One-lane Closure	3.0 No.	\$3,200.00 /Each	\$9,600.00
Two-lane Closure	0.0 No.	\$3,400.00 /Each	\$0.00
Three-lane Closure	0.0 No.	\$3,650.00 /Each	\$0.00
Ramp Closure	0.0 No.	\$1,250.00 /Each	\$0.00
Additional 1/2 mile	0.0 No.	\$100.00 /Each	\$0.00
<u>Arterial (1/2 mile)</u>			
Shoulder Closure	0.0 No.	\$1,000.00 /Each	\$0.00
One-lane Closure	0.0 No.	\$1,100.00 /Each	\$0.00
Two-lane Closure	0.0 No.	\$1,200.00 /Each	\$0.00
Detour	0.0 No.	\$1,100.00 /Each	\$0.00
U-2	0.0 No.	\$1,200.00 /Each	\$0.00
Additional 1/2 mile	0.0 No.	\$100.00 /Each	\$0.00
<u>Impact Attenuator with Driver</u>			
Port-to-Port	0.0 Hours	\$235.00 /Hour	\$0.00
<u>Roadway Flagmen (two-man crew)</u>			
Port-to-Port	40.0 Hours	\$250.00 /Hour	\$10,000.00
			\$ 20,800.00
FIELD VEHICLES & MILEAGE			
<u>Field Vehicle</u>			
Field Vehicle Mileage (>100 Miles per Day)	0.0 Miles	\$0.535 /Mile	\$0.00
Field Vehicle Daily (<100 Miles per Day)	0 Days	\$65.00 /Day	\$0.00
			\$ -
OUT-OF-TOWN EXPENSES			
<u>Lodging</u>			
	0 Days	\$100.00 /Day	\$0.00
<u>Per Diem</u>			
	0 Days	\$50.00 /Day	\$0.00
			\$ -
ENGINEERING, REPORTING & MANAGEMENT			
<u>Desk Study, Site Access & Permitting</u>			
Senior Engineer	0.0 Hours	\$173.79 /Hour	\$0.00
Project Engineer/Project Geologist	0.0 Hours	\$106.04 /Hour	\$0.00
Assistant Engineer/Assistant Geologist	0.0 Hours	\$73.36 /Hour	\$0.00
<u>Field Activities</u>			
Project Engineer/Project Geologist	0.0 Hours	\$106.04 /Hour	\$0.00
Assistant Engineer/Assistant Geologist	0.0 Hours	\$73.36 /Hour	\$0.00
<u>Laboratory Testing</u>			
Project Engineer/Project Geologist	0.0 Hours	\$106.04 /Hour	\$0.00
Laboratory Technician	0.0 Hours	\$72.53 /Hour	\$0.00
<u>Data Analyses & Engineering</u>			
Senior Engineer	0.0 Hours	\$173.79 /Hour	\$0.00
Project Engineer/Project Geologist	0.0 Hours	\$106.04 /Hour	\$0.00
Assistant Engineer/Assistant Geologist	0.0 Hours	\$73.36 /Hour	\$0.00
<u>Report Preparation</u>			
Senior Engineer	0.0 Hours	\$173.79 /Hour	\$0.00
Project Engineer/Project Geologist	0.0 Hours	\$106.04 /Hour	\$0.00
Assistant Engineer/Assistant Geologist	0.0 Hours	\$73.36 /Hour	\$0.00
QC/QA Reviewer	0.0 Hours	\$202.38 /Hour	\$0.00
<u>Project Management</u>			
Principal in Charge	0.0 Hours	\$206.99 /Hour	\$0.00
Project Manager	0.0 Hours	\$173.79 /Hour	\$0.00
Administrative Assistant	0.0 Hours	\$95.49 /Hour	\$0.00
			\$ -



**GEOTECHNICAL SERVICES
UNIT PRICES
2018**



Name: Windsor Drive Over I-88 Ramps N & M
Client: Kaskaskia Engineering Group, LLC
Contract/Job: I-18-4352
Scope: Six (6) Bridge Structure borings (BSB), and eight (8) Retaining Wall Borings (RWB) for a total of fourteen (14) borings

Date: 04/23/2018
Wang No.: P180426

Task Description	Units	Unit Price	Extended Cost
SUMMARY			
<i>DRILLING, SAMPLING & INSITU TESTING</i>			\$31,275.20
<i>LABORATORY TESTING</i>			\$4,273.00
<i>TRAFFIC CONTROL</i>			\$20,800.00
<i>FIELD VEHICLES & MILEAGE</i>			\$0.00
<i>OUT-OF-TOWN EXPENSES</i>			\$0.00
			\$ 56,348.20
<i>ENGINEERING, REPORTING & MANAGEMENT</i>			
Principal in Charge	0.0 Hours	\$206.99 /Hour	\$0.00
Project Manager	0.0 Hours	\$173.79 /Hour	\$0.00
Senior Engineer	0.0 Hours	\$173.79 /Hour	\$0.00
Project Engineer/Project Geologist	0.0 Hours	\$106.04 /Hour	\$0.00
Assistant Engineer/Assistant Geologist	0.0 Hours	\$73.36 /Hour	\$0.00
Laboratory Technician	0.0 Hours	\$72.53 /Hour	\$0.00
Administrative Assistant	0.0 Hours	\$95.49 /Hour	\$0.00
QC/QA Reviewer	0.0 Hours	\$202.38 /Hour	\$0.00
	0.0		\$ -
			TOTAL \$ 56,348.20

Name: Windsor Drive Over I-88 Ramps N & M
 Client: Kaskaskia Engineering Group, LLC
 Contract/Job: I-18-4352
 Scope: Two (2) Overhead Sign Borings (OSB)

Date: 04/23/2018
 Wang No.: P180426

Task Description	Units	Unit Price	Extended Cost
DRILLING, SAMPLING & INSITU TESTING			
Drilling Coordination, Utilities Clearance, Site Access, Permitting	8.0 Hours	\$98.76 /Hour	\$790.08
Mobilization	0	\$1,400.00 /Each	\$0.00
Stand-by Hourly Rate	0.0 Hours	\$400.00 /Hour	\$0.00
<u>Drilling & Sampling - Hourly (SPT, Penetrometer, Rimac, Visual Classification Included)</u>			
Two-man crew - normal working hrs	8.0 Hours	\$400.00 /Hour	\$3,200.00
Two-man crew - overtime (2 hrs per day)	0.0 Hours	\$450.00 /Hour	\$0.00
Two-man crew and field supervisor- normal working hrs	0.0 Hours	\$480.00 /Hour	\$0.00
Two-man crew and field supervisor - overtime (2 hrs per day)	0.0 Hours	\$530.00 /Hour	\$0.00
<u>Hand Augering, Pavement/ Deck Coring & Testing</u>			
Two-man crew and equipment	0.0 Hours	\$400.00 /Hour	\$0.00
Asbestos content testing on deck cores	0 Tests	\$175.00 /Test	\$0.00
<u>Surveying of Boring Locations (Two-man crew)</u>			
	0.0 Hours	\$205.00 /Hour	\$0.00
<u>Monitoring Well or Inclinator Installation</u>			
<u>2.0- or 4-inch monitoring wells</u>			
Two-man crew - normal working hours	0.0 Hours	\$400.00 /Hour	\$0.00
Two-man crew - overtime (2 hours per day)	0.0 Hours	\$450.00 /Hour	\$0.00
<u>Inclinator casing instalation</u>			
Two-man drilling crew - normal working hours	0.0 Hours	\$400.00 /Hour	\$0.00
Two-man crew - overtime (2 hours per day)	0.0 Hours	\$450.00 /Hour	\$0.00
<u>Other items</u>			
55 gallon dot containment drums	0 Drums	\$42.00 /Drum	\$0.00
Digital datalogger and barometer	0 Each	\$1,300.00 /Each	\$0.00
Well and Casing Materials	At Cost		\$0.00
<u>Drilling and Sampling - per Foot (SPT, Penetrometer, Rimac, Visual Classification Included)</u>			
Between 0 and 75 feet	0.0 Feet	\$39.00 /Foot	\$0.00
Between 75 and 150 feet	0.0 Feet	\$55.00 /Foot	\$0.00
Drill without sampling	0.0 Feet	\$28.00 /Foot	\$0.00
Shelby tube samples	0 Samples	\$85.00 /Sample	\$0.00
Rock core setup	0 Setups	\$403.00 /Setup	\$0.00
Set casing and rock coring	0.0 Feet	\$85.00 /Foot	\$0.00
Borehole backfilling	0.0 Feet	\$11.00 /Foot	\$0.00
Pavement patching	0 Patches	\$22.00 /Each	\$0.00
Drilling crew daily travel	0 Days	\$200.00 /Day	\$0.00
<u>Other Insitu Tests</u>			
Pressuremeter testing	0 Days	\$2,500.00 /Day	\$0.00
Vane shear	0 Tests	\$200.00 /Test	\$0.00
Dilatometer testing	At Cost		\$0.00
Cone penetration testing (CPT/CPTu)	At Cost		\$0.00
Photoionization detector (PID)	0 Days	\$100.00 /Day	\$0.00
Double ring infiltrometer test (ASTM D3385)	0 Tests	\$1,117.00 /Test	\$0.00
Single ring infiltrometer test (Chicago Stormwater Ordinance)	0 Tests	\$608.00 /Test	\$0.00
<u>Boring Location Accessibility, Railroad Fees, State/County/Municipal Fees, Barge Drilling</u>			
Private utility determination	At Cost		\$0.00
Tree clearance	At Cost		\$0.00
Guardrail removal and replacement	At Cost		\$0.00
Dozer / equipment rental	At Cost		\$0.00
Railroad permitting	At Cost		\$0.00
Railroad protective insurance	At Cost		\$0.00
Railroad flagman	At Cost		\$0.00
Pavement opening permit	At Cost		\$0.00
State/municipal insurance and bonding	At Cost		\$0.00
Barge drilling on a navigable waterway	At Cost		\$0.00
			\$3,990.08

Name: Windsor Drive Over I-88 Ramps N & M
 Client: Kaskaskia Engineering Group, LLC
 Contract/Job: I-18-4352
 Scope: Two (2) Overhead Sign Borings (OSB)

Date: 04/23/2018
 Wang No.: P180426

Task Description		Units	Unit Price	Extended Cost	
LABORATORY TESTING					
T265	D2216	Water Content	24 Tests	\$9.80 /Test	\$235.20
--	D7263	Unit Weight (Density)	2 Tests	\$36.00 /Test	\$72.00
T100	D854	Specific Gravity	0 Tests	\$66.00 /Test	\$0.00
--	D4972	pH of Soil	0 Tests	\$59.00 /Test	\$0.00
T267	D2974	Organic Content by LOI	0 Tests	\$60.00 /Test	\$0.00
T194	--	Organic Content by Wet Combustion	0 Tests	\$133.00 /Test	\$0.00
<u>Particle Size Distribution</u>					
T88	D422	Sieve Analysis	0 Tests	\$77.00 /Test	\$0.00
T88	D422	Combined Sieve and Hydrometer	2 Tests	\$122.00 /Test	\$244.00
--	D1140	Percent Finer than No. 200 Sieve	0 Tests	\$50.00 /Test	\$0.00
<u>Atterberg Limits</u>					
T89, T90	D4318	Liquid and Plastic Limits	2 Tests	\$77.00 /Test	\$154.00
T92	D427	Shrinkage Factors	0 Tests	\$90.00 /Test	\$0.00
<u>Classification of Soils</u>					
--	D2488	Visual Manual	0 Samples	\$19.00 /Sample	\$0.00
--	D2487	Unified Soil Classification System	0 Samples	\$195.00 /Sample	\$0.00
M145	--	AASHTO Classification	0 Samples	\$195.00 /Sample	\$0.00
--	--	USDA Classification	0 Samples	\$122.00 /Sample	\$0.00
<u>Soil Settlement, Swelling, and Collapse Potential</u>					
T216	D2435	One-Dimensional Consolidation	0 Tests	\$556.00 /Test	\$0.00
--	D4546	One-Dimensional Swell	0 Tests	\$540.00 /Test	\$0.00
--	D5333	Collapse Potential	0 Tests	\$300.00 /Test	\$0.00
<u>Shear Strength of Soil</u>					
		Rimac Unconfined Compressive Strength	0 Tests	\$14.50 /Test	\$0.00
T208	D2166	Unconfined Compressive Strength	2 Tests	\$81.00 /Test	\$162.00
T236	D3080	Direct Shear of Soils (3 points)	0 Tests	\$715.00 /Test	\$0.00
T296	D2850	UU Triaxial Compression (3 points)	0 Tests	\$335.00 /Test	\$0.00
T297	D4767	CU Triaxial Compression (3 points)	0 Tests	\$1,100.00 /Test	\$0.00
T297	D4767	CD Triaxial Compression (3 points)	0 Tests	\$1,100.00 /Test	\$0.00
	D7012	Peak Uniaxial Compressive Strength of Rock Core	2 Tests	\$163.00 /Test	\$326.00
<u>Laboratory Compaction Tests</u>					
T99	D698	Moisture-Density of Soils (Standard Effort)	0 Tests	\$200.00 /Test	\$0.00
T180	D1557	Moisture-Density of Soils (Modified Effort)	0 Tests	\$210.00 /Test	\$0.00
T193	--	Illinois Bearing Ratio (1 point)	0 Tests	\$500.00 /Test	\$0.00
T193	D1883	California Bearing Ratio (3 points)	0 Tests	\$920.00 /Test	\$0.00
<u>Coefficient of Permeability</u>					
T215	D2434	Hydraulic Conductivity (Constant Head)	0 Tests	\$450.00 /Test	\$0.00
--	D5084	Hydraulic Conductivity (Flexible Wall)	0 Tests	\$475.00 /Test	\$0.00
<u>Additional Sample Preparation Procedures</u>					
		Removal of Organic Matter	0 Samples	\$87.00 /Sample	\$0.00
		Extrusion & Preservation of Undisturbed Samples	2 Samples	\$28.00 /Sample	\$56.00
		Logging & Classification of Undisturbed Samples	0 Samples	\$65.00 /Sample	\$0.00
		Remolding and Trimming of Samples	0 Samples	\$62.00 /Sample	\$0.00
<u>Planting Soil Mix Testing</u>					
<i>Chemical Analyses & Mitigation Recommendations (300 g sample required)</i>					
		pH, CEC, Soluble Salts, OM, P, K, Other Nutrients	0 Tests	\$115.00 /Test	\$0.00
		Residual Chemicals, Herbicides Full Screen	0 Tests	\$645.00 /Test	\$0.00
<i>Mechanical Analyses & Mitigation Recommendations (1,000 g sample required)</i>					
T88	D422	Combined Sieve and Hydrometer	0 Tests	\$122.00 /Test	\$0.00
<u>Analytical Laboratory Services - for CCDD</u>					
		Volatile Organic Components (VOC)	0 No	\$200.00 /Each	\$0.00
		Semi-VOC including PNA's	0 No	\$335.00 /Each	\$0.00
		PCB	0 No	\$135.00 /Each	\$0.00
		Total Metals	0 No	\$210.00 /Each	\$0.00
		PH Determination	0 No	\$23.00 /Each	\$0.00
<u>Corrosion Testing</u>					
		(Resistivity, Chlorides, pH, Redox, and Sulfates)	0 No	\$290.00 /Each	\$0.00

\$ 1,249.20



**GEOTECHNICAL SERVICES
UNIT PRICES
2018**



Name: Windsor Drive Over I-88 Ramps N & M
Client: Kaskaskia Engineering Group, LLC
Contract/Job: I-18-4352
Scope: Two (2) Overhead Sign Borings (OSB)

Date: 04/23/2018
Wang No.: P180426

Task Description	Units	Unit Price	Extended Cost
TRAFFIC CONTROL			
<u>Expressway (1/2 mile)</u>			
Shoulder Closure	1.0 No.	\$1,200.00 /Each	\$1,200.00
One-lane Closure	1.0 No.	\$3,200.00 /Each	\$3,200.00
Two-lane Closure	0.0 No.	\$3,400.00 /Each	\$0.00
Three-lane Closure	0.0 No.	\$3,650.00 /Each	\$0.00
Ramp Closure	0.0 No.	\$1,250.00 /Each	\$0.00
Additional 1/2 mile	0.0 No.	\$100.00 /Each	\$0.00
<u>Arterial (1/2 mile)</u>			
Shoulder Closure	0.0 No.	\$1,000.00 /Each	\$0.00
One-lane Closure	0.0 No.	\$1,100.00 /Each	\$0.00
Two-lane Closure	0.0 No.	\$1,200.00 /Each	\$0.00
Detour	0.0 No.	\$1,100.00 /Each	\$0.00
U-2	0.0 No.	\$1,200.00 /Each	\$0.00
Additional 1/2 mile	0.0 No.	\$100.00 /Each	\$0.00
<u>Impact Attenuator with Driver</u>			
Port-to-Port	0.0 Hours	\$235.00 /Hour	\$0.00
<u>Roadway Flagmen (two-man crew)</u>			
Port-to-Port	0.0 Hours	\$250.00 /Hour	\$0.00
			\$ 4,400.00
FIELD VEHICLES & MILEAGE			
<u>Field Vehicle</u>			
Field Vehicle Mileage (>100 Miles per Day)	0.0 Miles	\$0.535 /Mile	\$0.00
Field Vehicle Daily (<100 Miles per Day)	0 Days	\$65.00 /Day	\$0.00
			\$ -
OUT-OF-TOWN EXPENSES			
<u>Lodging</u>			
	0 Days	\$100.00 /Day	\$0.00
<u>Per Diem</u>			
	0 Days	\$50.00 /Day	\$0.00
			\$ -
ENGINEERING, REPORTING & MANAGEMENT			
<u>Desk Study, Site Access & Permitting</u>			
Senior Engineer	0.0 Hours	\$173.79 /Hour	\$0.00
Project Engineer/Project Geologist	0.0 Hours	\$106.04 /Hour	\$0.00
Assistant Engineer/Assistant Geologist	0.0 Hours	\$73.36 /Hour	\$0.00
<u>Field Activities</u>			
Project Engineer/Project Geologist	0.0 Hours	\$106.04 /Hour	\$0.00
Assistant Engineer/Assistant Geologist	0.0 Hours	\$73.36 /Hour	\$0.00
<u>Laboratory Testing</u>			
Project Engineer/Project Geologist	0.0 Hours	\$106.04 /Hour	\$0.00
Laboratory Technician	0.0 Hours	\$72.53 /Hour	\$0.00
<u>Data Analyses & Engineering</u>			
Senior Engineer	0.0 Hours	\$173.79 /Hour	\$0.00
Project Engineer/Project Geologist	0.0 Hours	\$106.04 /Hour	\$0.00
Assistant Engineer/Assistant Geologist	0.0 Hours	\$73.36 /Hour	\$0.00
<u>Report Preparation</u>			
Senior Engineer	0.0 Hours	\$173.79 /Hour	\$0.00
Project Engineer/Project Geologist	0.0 Hours	\$106.04 /Hour	\$0.00
Assistant Engineer/Assistant Geologist	0.0 Hours	\$73.36 /Hour	\$0.00
QC/QA Reviewer	0.0 Hours	\$202.38 /Hour	\$0.00
<u>Project Management</u>			
Principal in Charge	0.0 Hours	\$206.99 /Hour	\$0.00
Project Manager	0.0 Hours	\$173.79 /Hour	\$0.00
Administrative Assistant	0.0 Hours	\$95.49 /Hour	\$0.00
			\$ -



**GEOTECHNICAL SERVICES
UNIT PRICES
2018**



Name: Windsor Drive Over I-88 Ramps N & M
Client: Kaskaskia Engineering Group, LLC
Contract/Job: I-18-4352
Scope: Two (2) Overhead Sign Borings (OSB)

Date: 04/23/2018
Wang No.: P180426

Task Description	Units	Unit Price	Extended Cost
SUMMARY			
<i>DRILLING, SAMPLING & INSITU TESTING</i>			\$3,990.08
<i>LABORATORY TESTING</i>			\$1,249.20
<i>TRAFFIC CONTROL</i>			\$4,400.00
<i>FIELD VEHICLES & MILEAGE</i>			\$0.00
<i>OUT-OF-TOWN EXPENSES</i>			\$0.00
			\$ 9,639.28
<i>ENGINEERING, REPORTING & MANAGEMENT</i>			
Principal in Charge	0.0 Hours	\$206.99 /Hour	\$0.00
Project Manager	0.0 Hours	\$173.79 /Hour	\$0.00
Senior Engineer	0.0 Hours	\$173.79 /Hour	\$0.00
Project Engineer/Project Geologist	0.0 Hours	\$106.04 /Hour	\$0.00
Assistant Engineer/Assistant Geologist	0.0 Hours	\$73.36 /Hour	\$0.00
Laboratory Technician	0.0 Hours	\$72.53 /Hour	\$0.00
Administrative Assistant	0.0 Hours	\$95.49 /Hour	\$0.00
QC/QA Reviewer	0.0 Hours	\$202.38 /Hour	\$0.00
	0.0		\$ -
			TOTAL \$ 9,639.28

Contract No.: I-18-4352

Consultant: Kaskaskia Engineering Group, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Geri E. Boyer

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: Benjamin Bovee

Project Drainage Engineer: _____

Senior Engineer: Matthew Masterson

Others: Name: Charles Graham

Classification: Staff Engineer III

Name: Matt Clevenger

Classification: Staff Engineer I

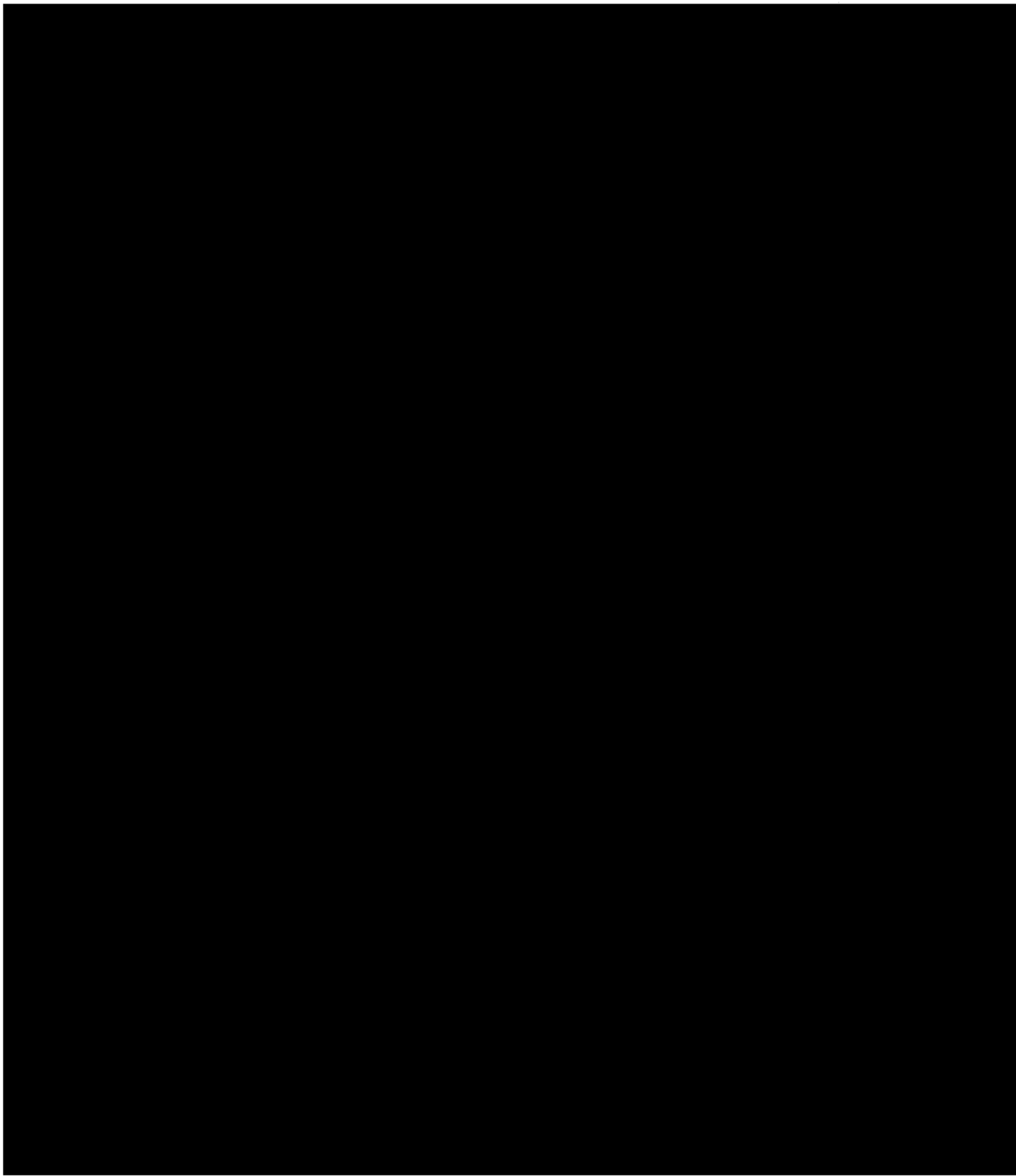
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Classification: _____

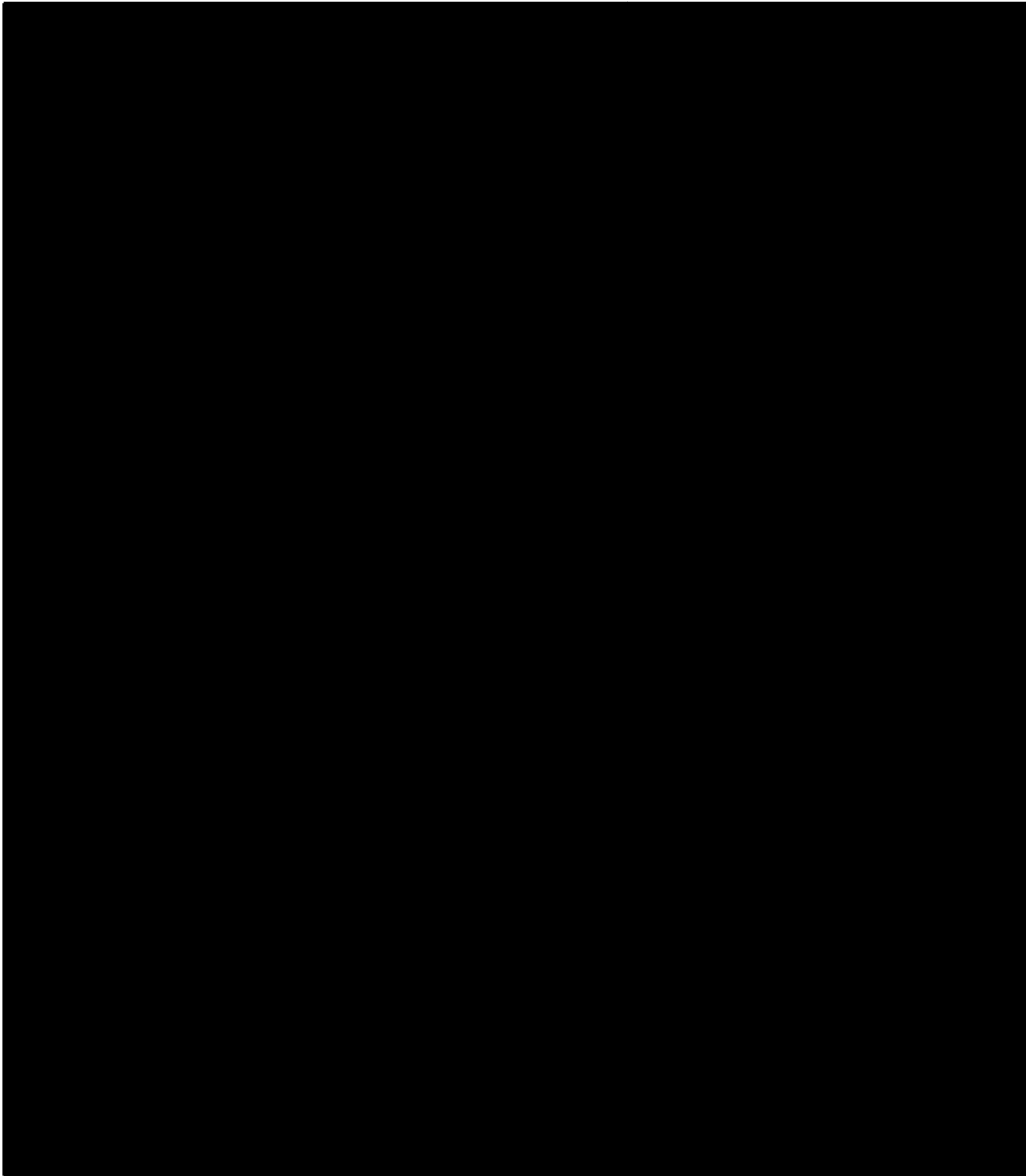
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Classification: _____

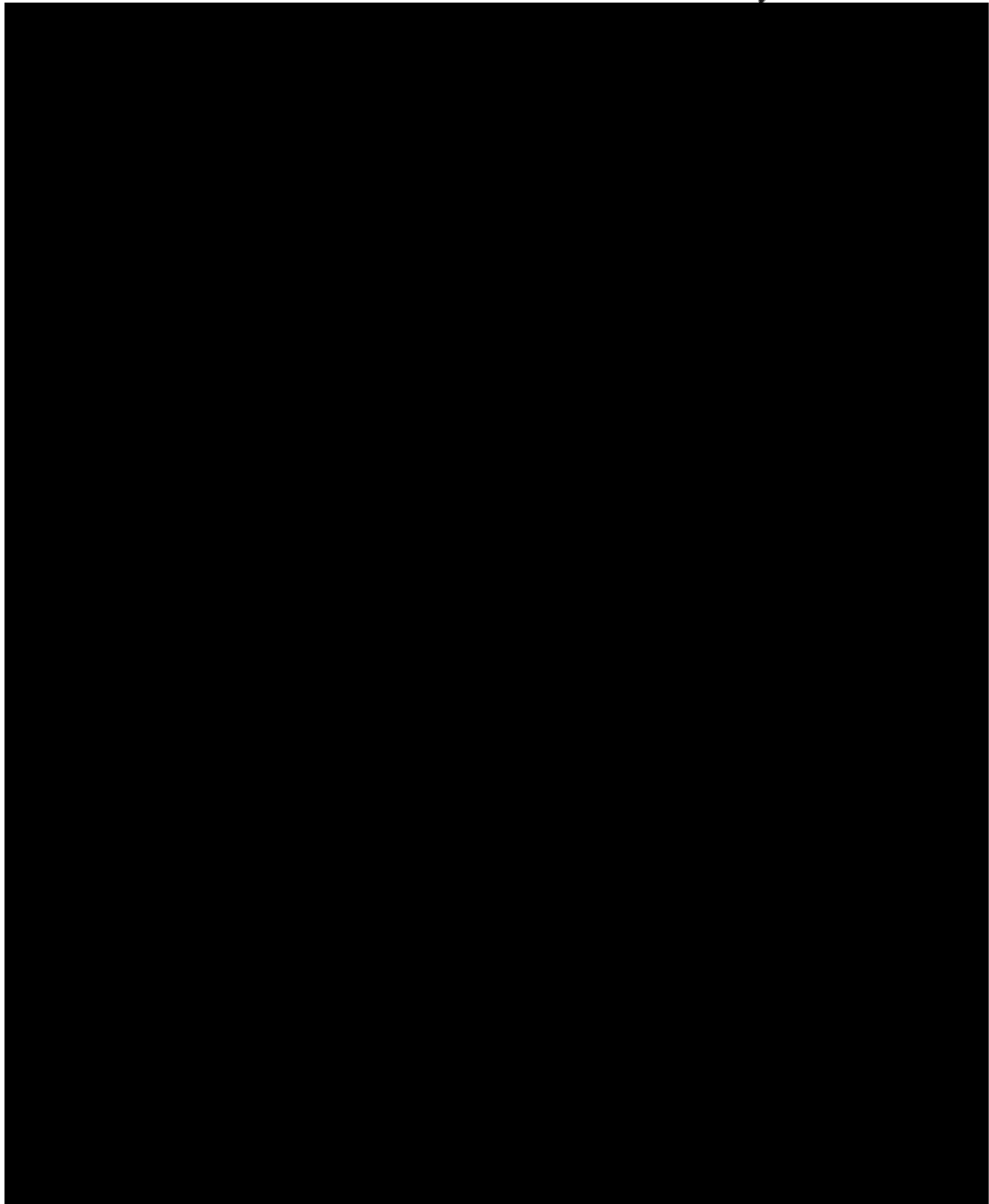
Geri E. Boyer, P.E.
Manager



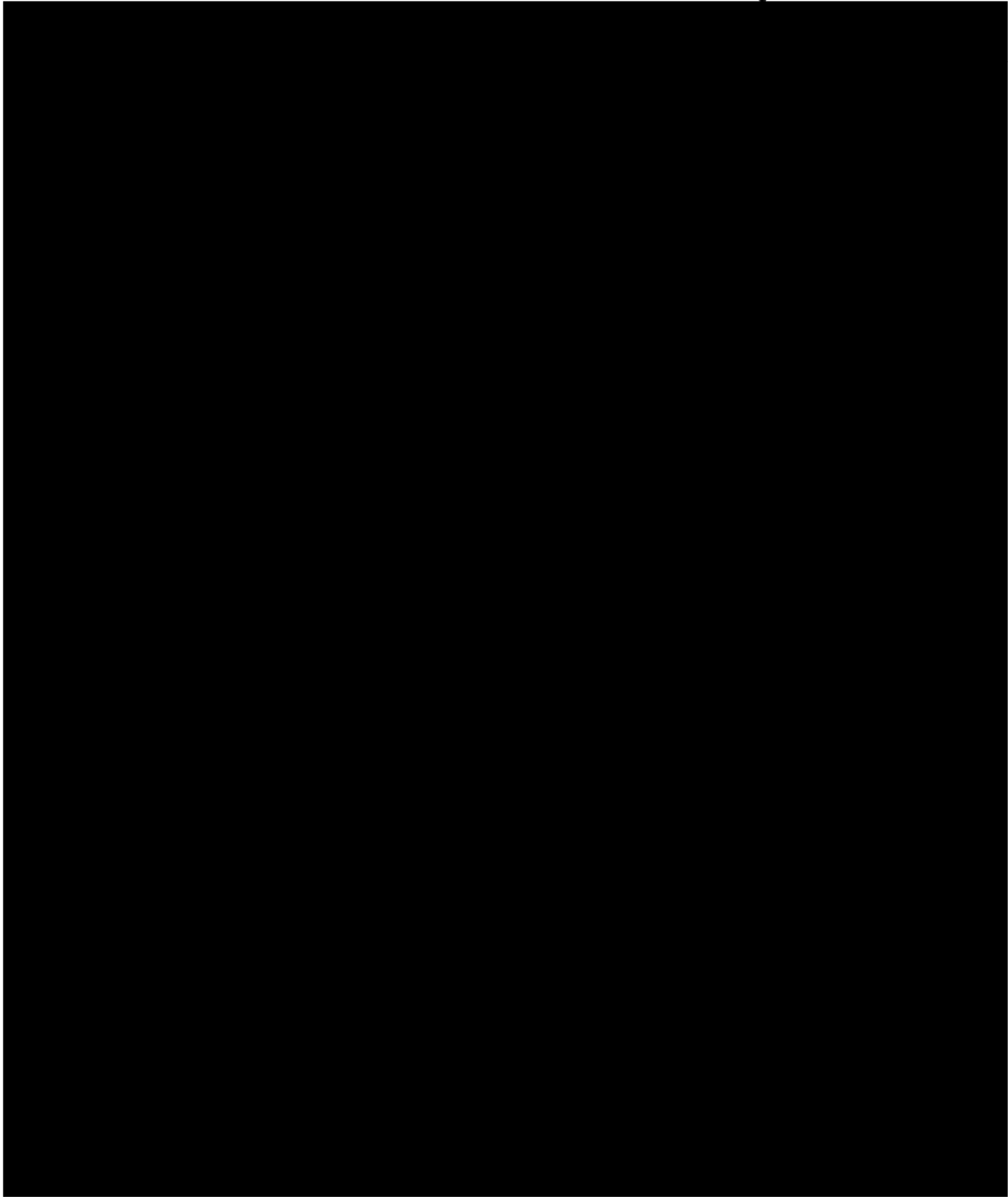
Geri E. Boyer, P.E.
Manager



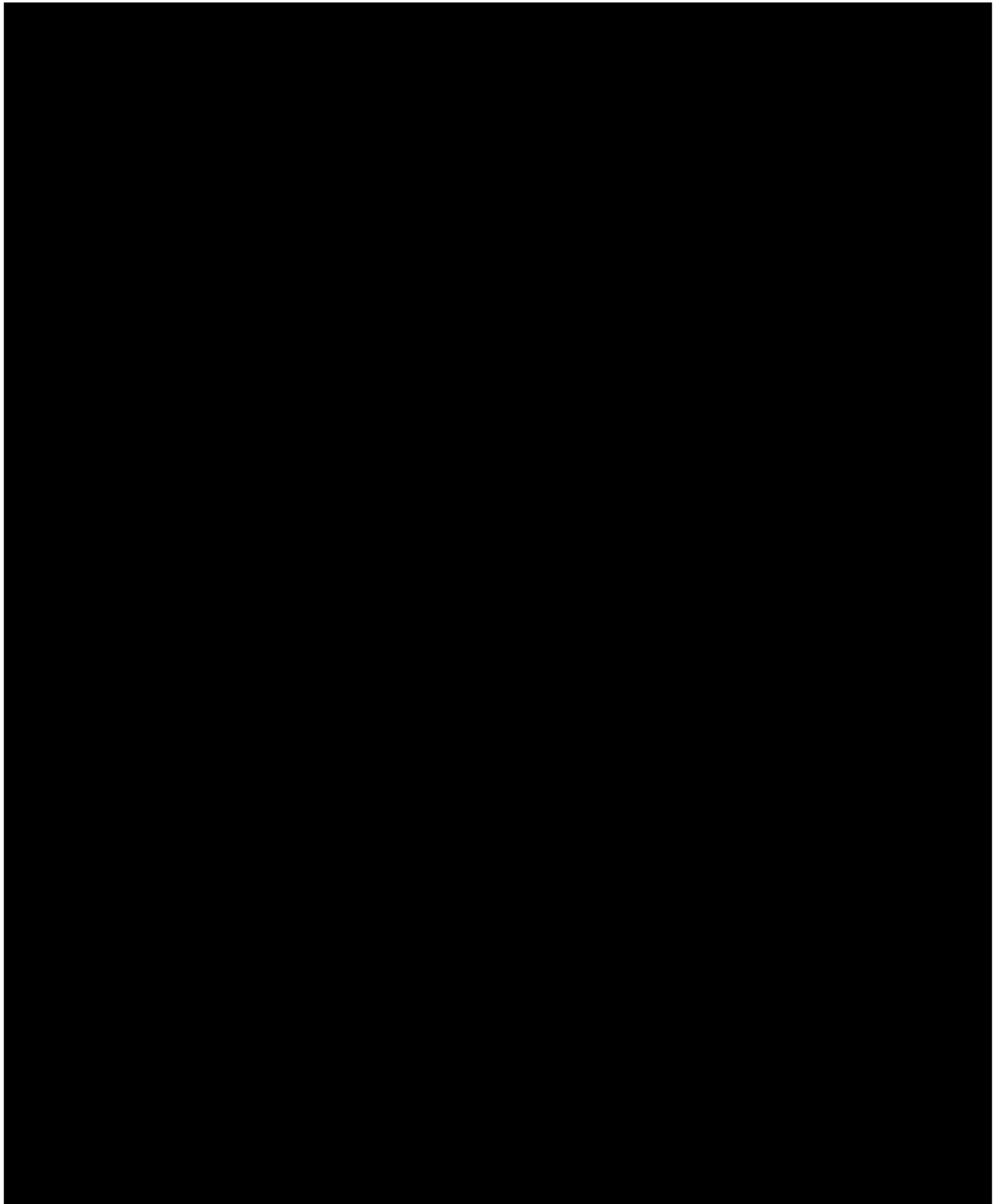
Benjamin Bovee, P.E., S.E.
Senior Structural Engineer



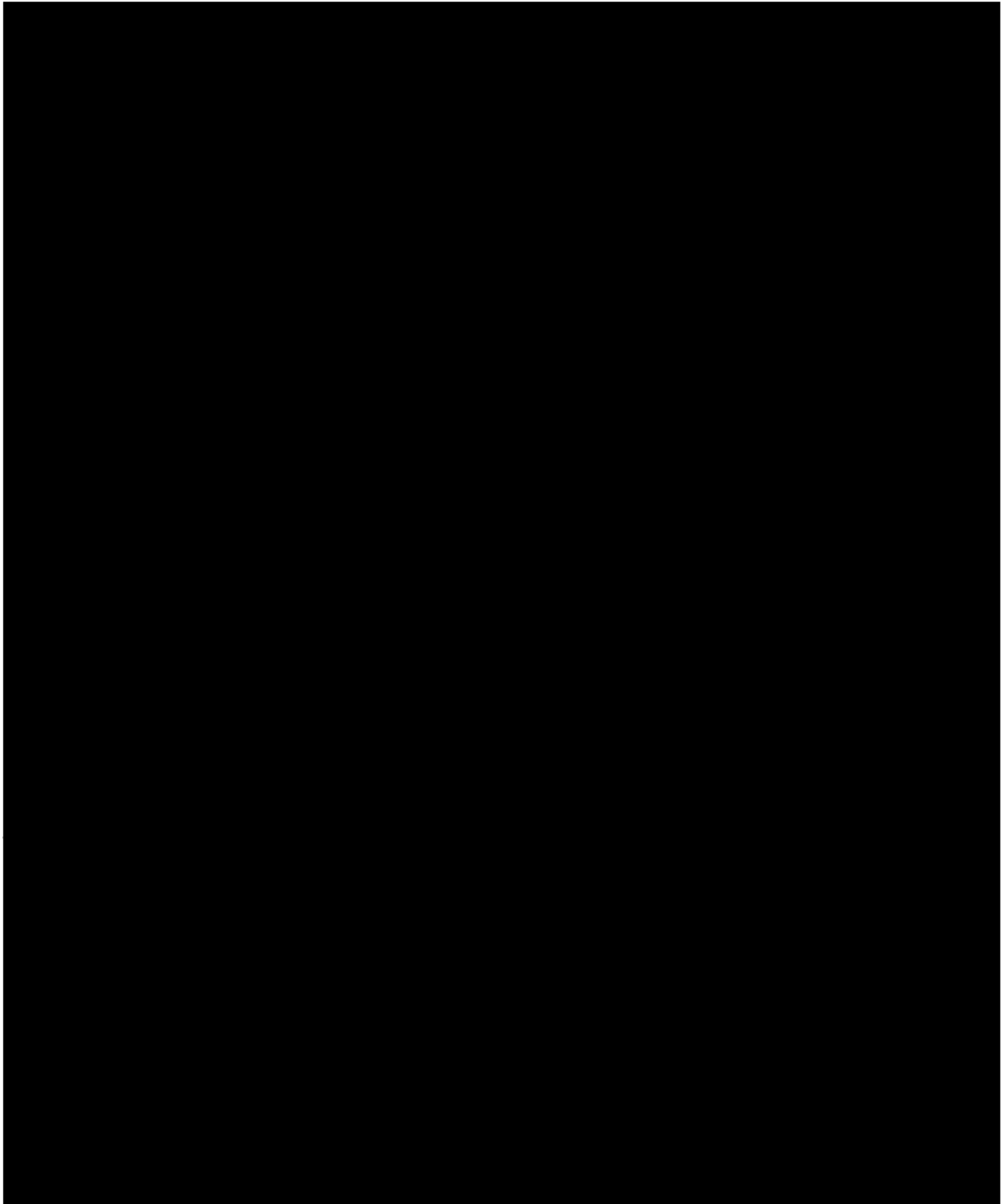
Benjamin Bovee, P.E., S.E.
Senior Structural Engineer



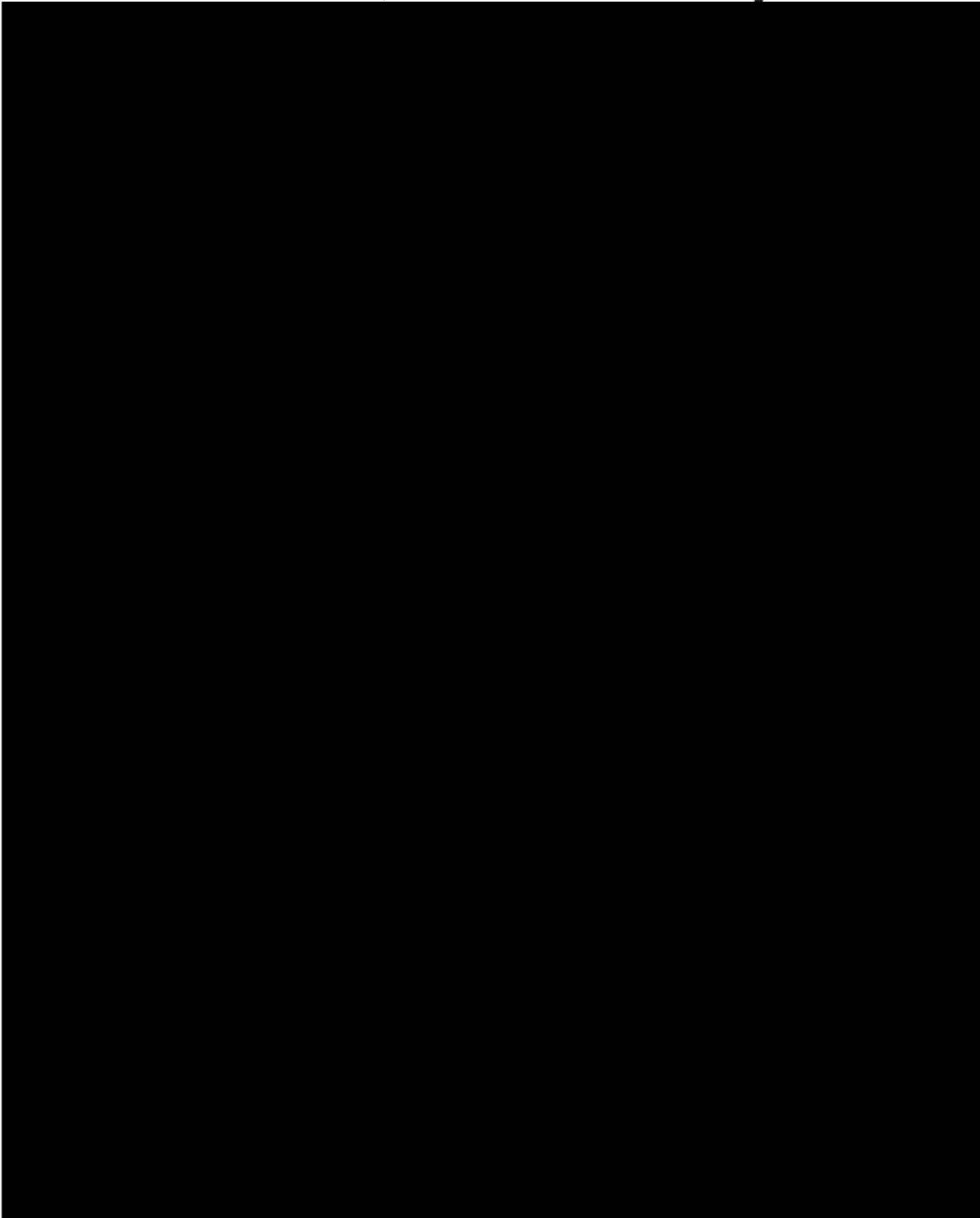
Matthew D. Masterson, P.E.
Senior Geotechnical Engineer



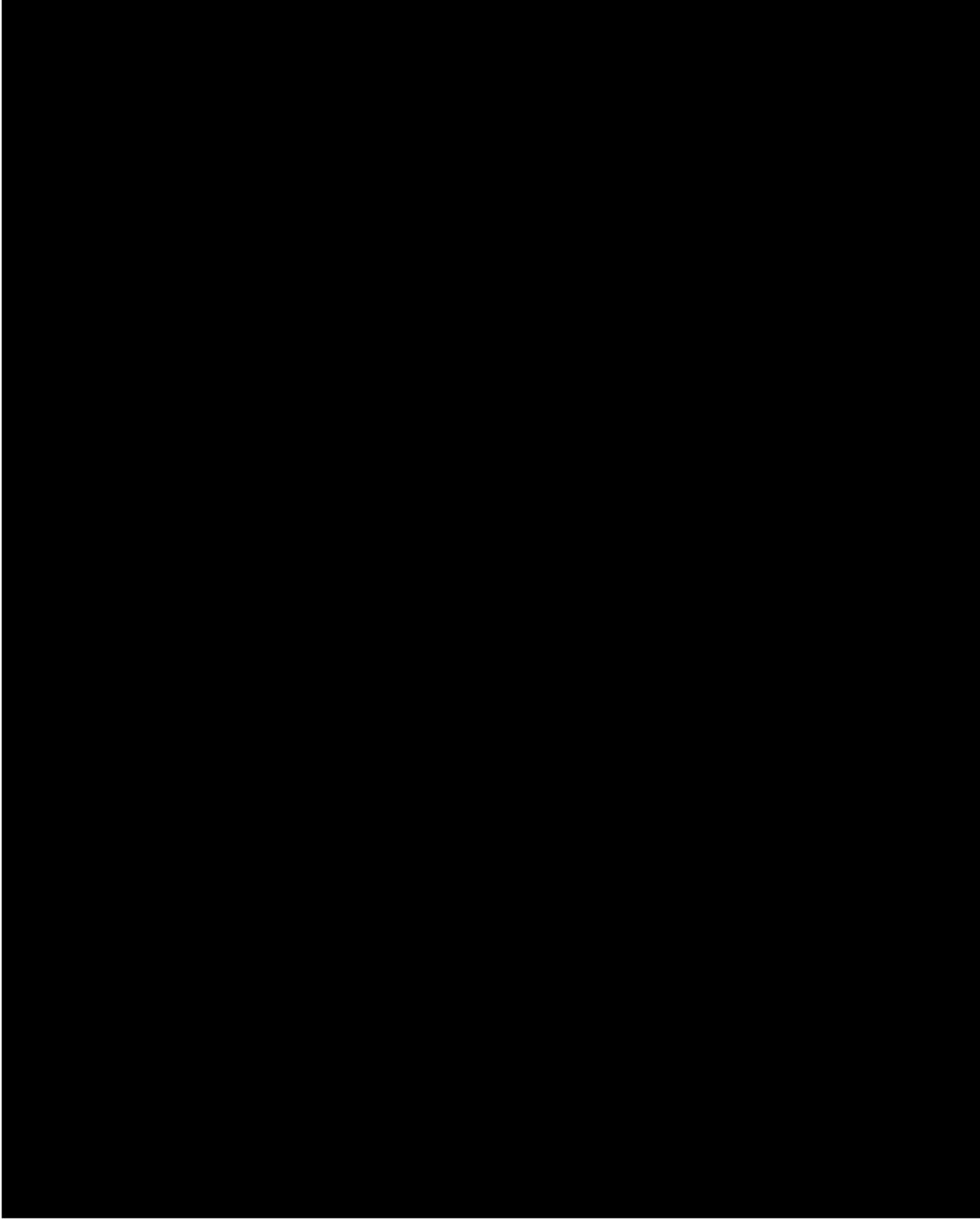
Matthew D. Masterson, P.E.
Senior Geotechnical Engineer



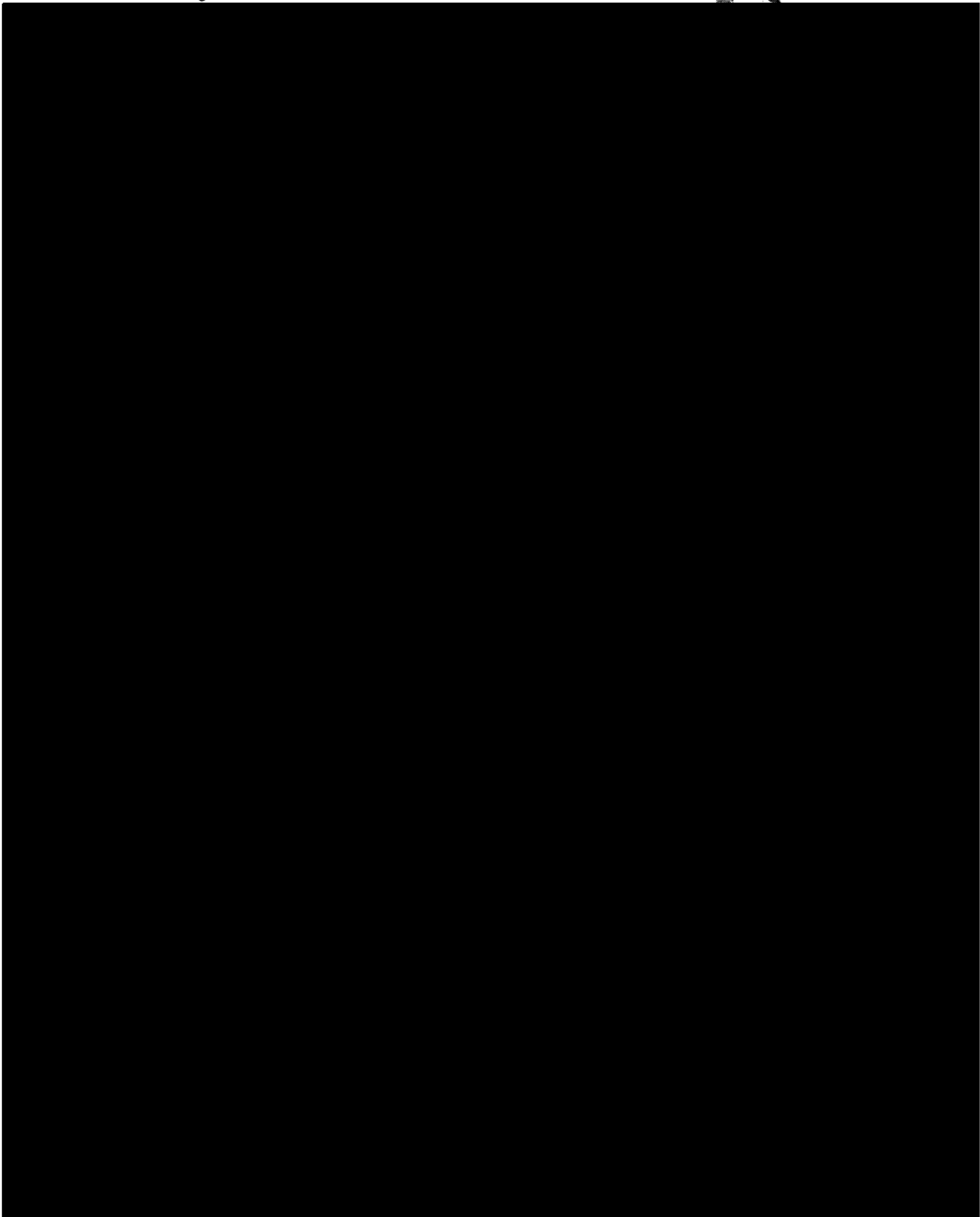
Charles Graham
Staff Engineer



Charles Graham
Staff Engineer



Matt Clevenger
Staff Structural Engineer



Matt Clevenger
Staff Structural Engineer

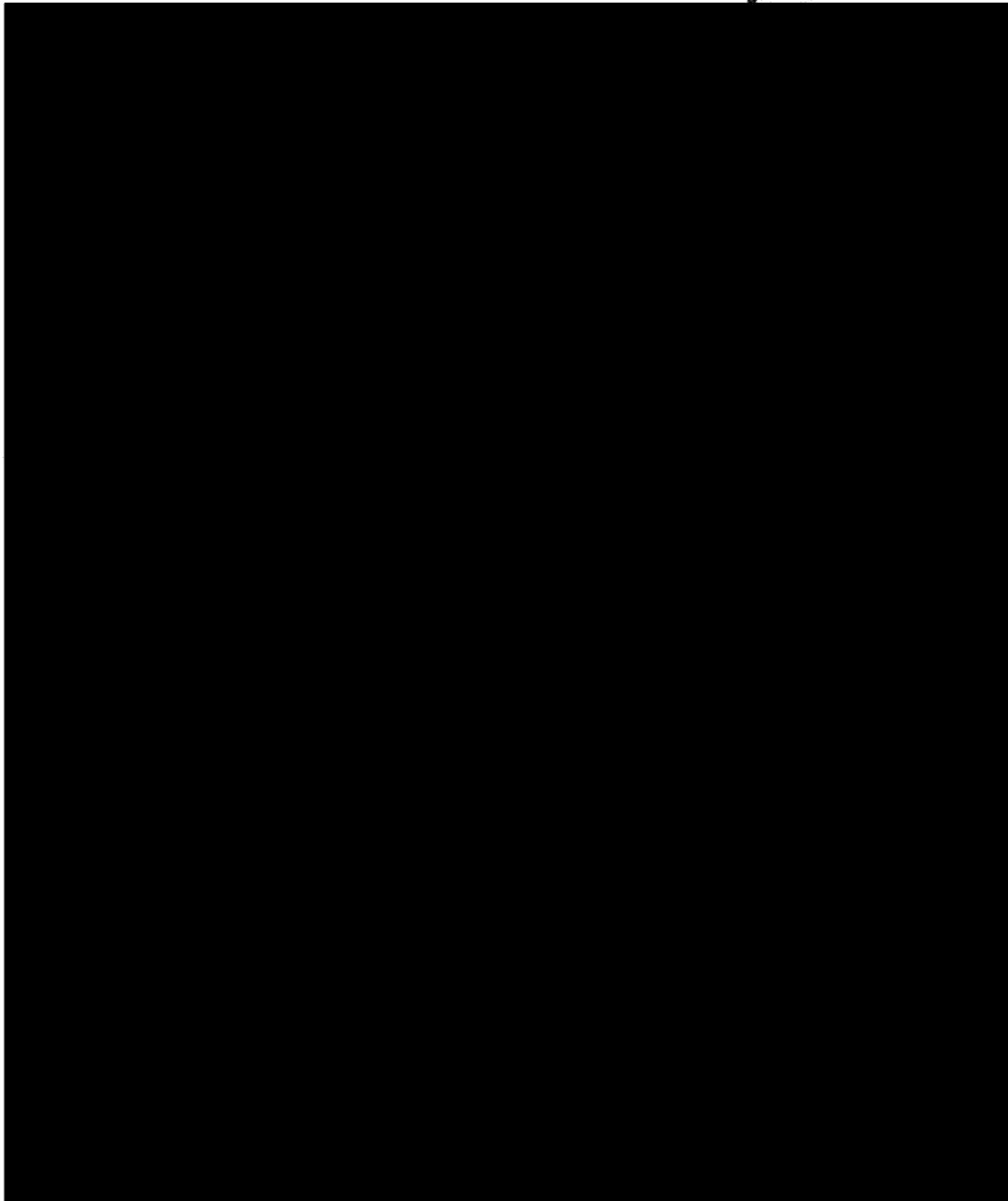


EXHIBIT F

Contract No. I-18-4352

Kaskaskia Engineering Group, LLC

SCOPE OF SERVICES

The following scope and estimate detail the geotechnical services Kaskaskia Engineering Group, LLC (KEG) will provide to The Upchurch Group, Inc. (Upchurch) for this project. This scope is based on information provided by Upchurch and ISTHA.

Subsurface Exploration

Six (6) soil borings (420 lineal feet of overburden drilling).

- Windsor Road Bridge

Bridge Structure Borings (BSB), two (2) borings at each proposed substructure to depths of 60 and 80 feet. Rock coring options are included, if refusal is encountered prior to termination depths.

Eight (8) soil borings (200 lineal feet of overburden drilling)

- Retaining Walls

Retaining Wall Borings (RWB) for proposed abutment MSE wall and for subtle grade changes to bridge approaches and proposed new exit Ramp. (8 borings to depths of 25 feet)

Two (2) soil borings (60 lineal feet of overburden drilling)

- Overhead Sign

Overhead Sign Borings (OSB) for a proposed overhead sign over Ramp M near Windsor Bridge (2 borings to depths of 30 feet). Rock coring options are included, if refusal is encountered prior to termination depths.

Geotechnical Services

This proposal assumes Upchurch will provide the boring staking services, including stationing and elevation references, based upon a boring plan developed in conjunction with KEG.

- Four (4) site visits are included in our estimate for oversight prior to, during, and at completion of field operations;
- A KEG geologist/engineer will be present in the field during the drilling operations and will log the borings and perform field Rimac tests, as applicable. (Estimated Twelve - 8-hour days on-site);

EXHIBIT F cont.

Contract No. I-18-4352

Kaskaskia Engineering Group, LLC

SCOPE OF SERVICES

- Hollow stem augers and mud-rotary techniques will be used for the borings;
- Standard Penetration Tests (SPT) will be taken for each boring at 2.5-foot intervals to 30 feet, then 5.0-foot intervals to termination;
- Fourteen (14) Shelby tubes (ST) will be taken at various boring locations based on soil conditions encountered during drilling and as directed by KEG personnel;
- During drilling of the borings, traffic control will be used, as necessary;
- An Engineering Permit application will be submitted along with a copy of the boring and traffic control plan to the Village of Oakbrook, for their information. No fee is currently required for submittal of this permit, per the Village of Oakbrook;
- Laboratory testing will be performed and boring logs prepared. Laboratory tests will include classifications, moisture contents, and Rimac strength tests, as well as additional tests including:
 - 1 Consolidation Test
 - 10 Atterberg limits
 - 4 Sieve analysis with hydrometer
 - 10 Unconfined Triaxial strength tests
 - 10 Dry density tests
 - 5 Rock Triaxial tests and photographs
- The drilling and laboratory services will be performed by Wang Engineering, Inc., based out of Lombard, Illinois;
- Drilling personnel will be paid prevailing wages currently in effect in the County; and
- Effort for QA/QC and Administration of deliverables.

Deliverables

One (1) Structural Geotechnical Report (SGR) for the bridge, retaining walls, and overhead sign, including boring logs and soil profiles for the bridge, retaining wall and sign borings. Report will include general construction recommendations for bridge, retaining wall and overhead signs.

EXHIBIT G

Contract No. I-18-4352

Kaskaskia Engineering Group, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
--------------------------------	--	--	---------------------------------------	---

see IDOT Current Obligations Statement
attached

Work By Your Transportation Staff for Other Than the Illinois Department of Transportation

	Total Agreement Amount (000's)	Fee to be Earned		
		0-6 mos. (000's)	7-18 mos. (000's)	>18 mos. (000's)
City of Chicago				
Illinois State Toll Authority	392	95	50	
All Other Work (Public & Private)	4,785	800	558	342
Total Non-IDOT		895	608	342

Note: The start date for the 0-6 months will be the date of this PTB

Summary of Work

(DO NOT TYPE IN THIS AREA-AUTO FILL IN)	0-6 mos. (000's)	7-18 mos. (000's)	>18 mos. (000's)
Totals for Firm			
As Prime (from page 1)	140	130	
As Subconsultant (from page 1)	97	65	183
As Subconsultant (from page 2)	175	205	260
As Subconsultant (from page 3)	512	475	219
For Non-IDOT (from table above)	895	608	342
Total	1819	1483	1004

Work by Your Transportation Staff for all Construction Inspection, Phase III Projects:

	Total Agreement Amount (000's)	Fee to be Earned		
		0-6 mos. (000's)	7-18 mos. (000's)	>18 mos. (000's)
Phase III Work	226	176	50	

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Direct Labor		Direct Costs		Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ -
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Direct Labor											
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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 "1"

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Lin Engineering, Ltd

Contract Number: I-18-4352

Proposal Date: 4/30/2018

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-18-4352

Consultant: Lin Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Structural Engineering							86	500	500	200	200	100		1586
TOTALS							86	500	500	200	200	100		1586

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 Cost
Monuments – Permanent	Actual Costs (Maximum of \$15.00/Hr)
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-18-4352

Consultant: Lin Engineering, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Paul B. Lin, PE, SE

Project Manager: Michael T. Haley, PE, SE

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: _____

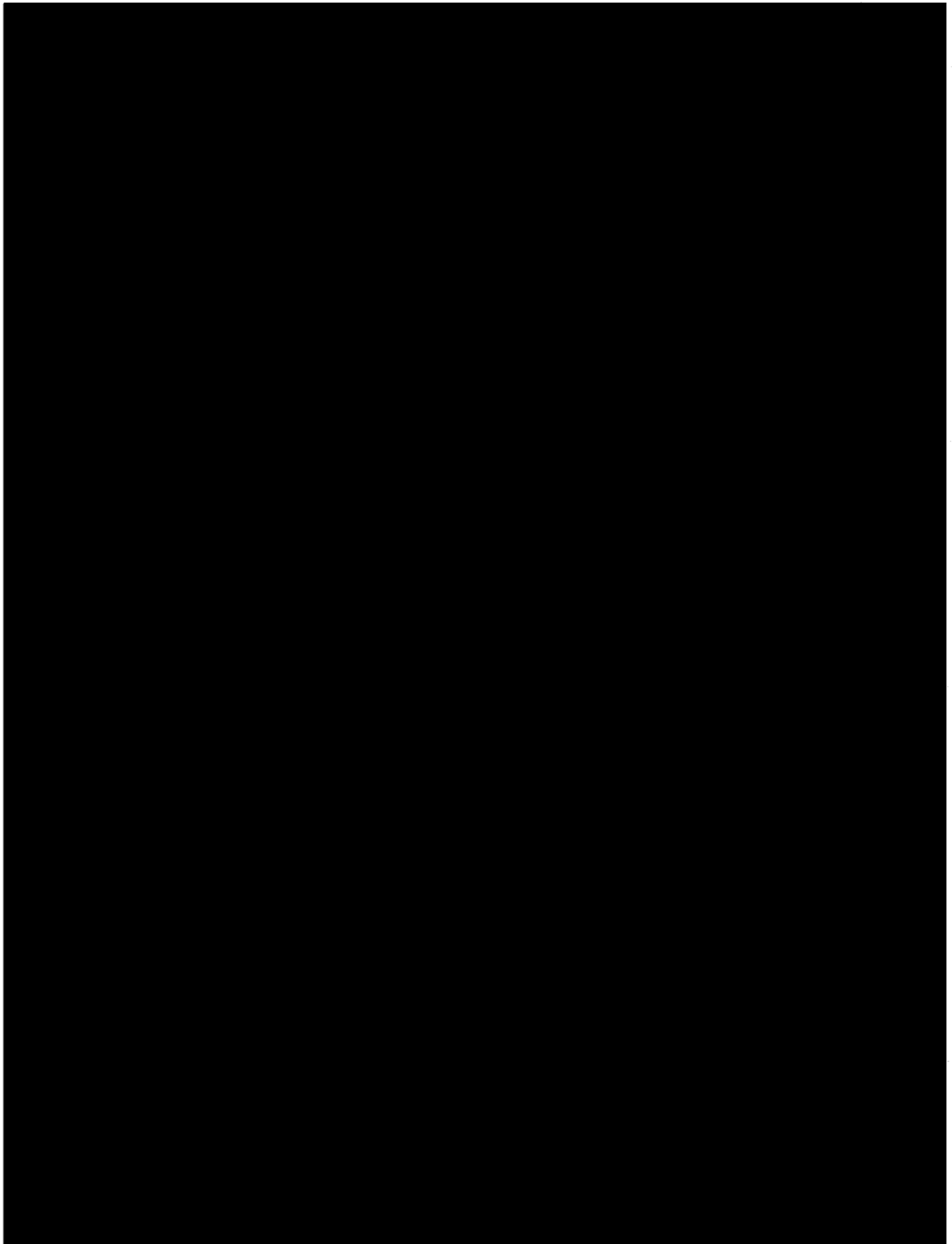
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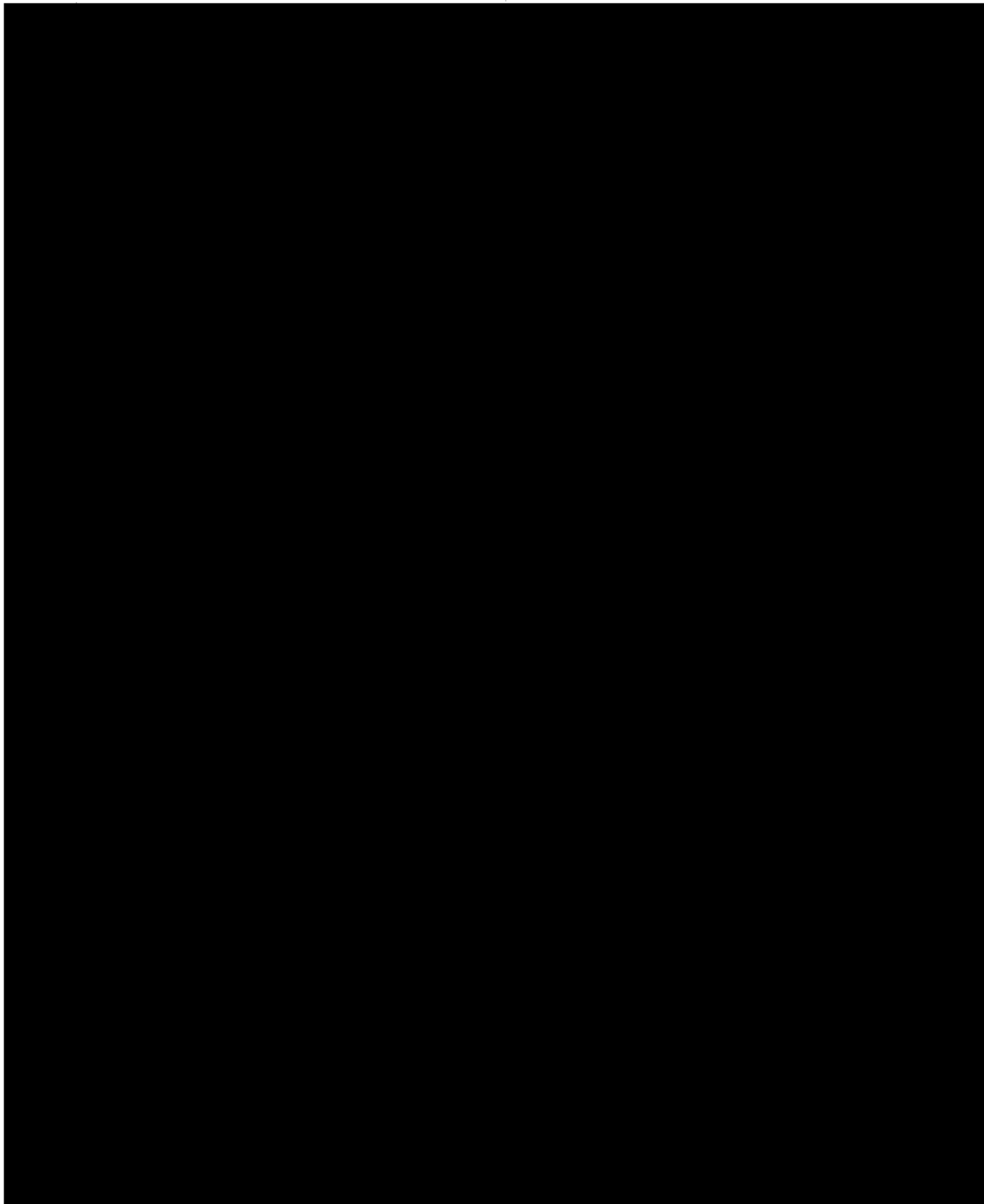


LIN ENGINEERING, LTD.

PAUL B. LIN, P. E., S.E.

Project Manager

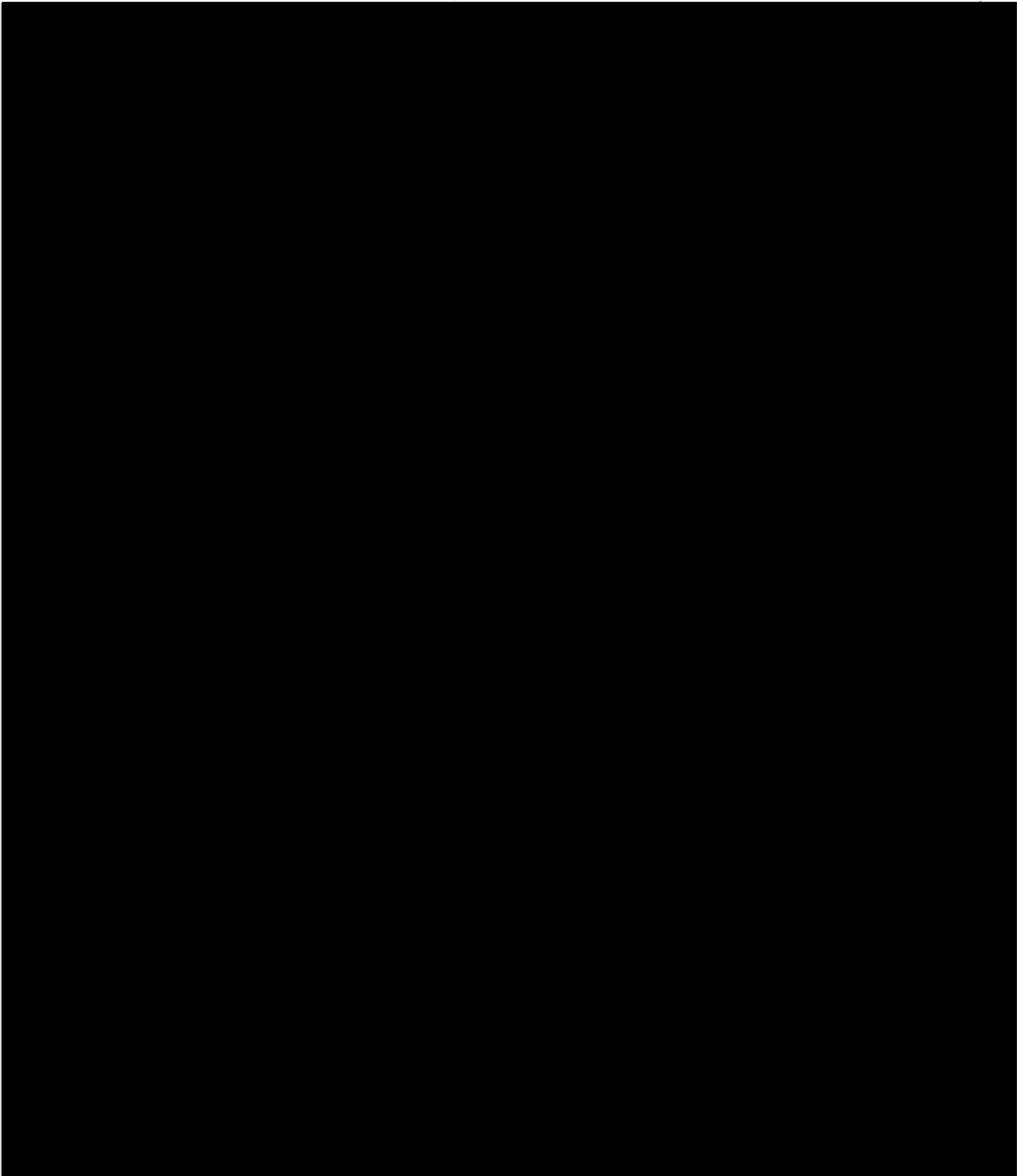






LIN ENGINEERING, LTD.
Consulting Engineers

MICHAEL T. HALEY, P. E., S.E.
Project Manager





LIN ENGINEERING, LTD.
Consulting Engineers

MICHAEL T. HALEY, P. E., S.E.
Project Manager

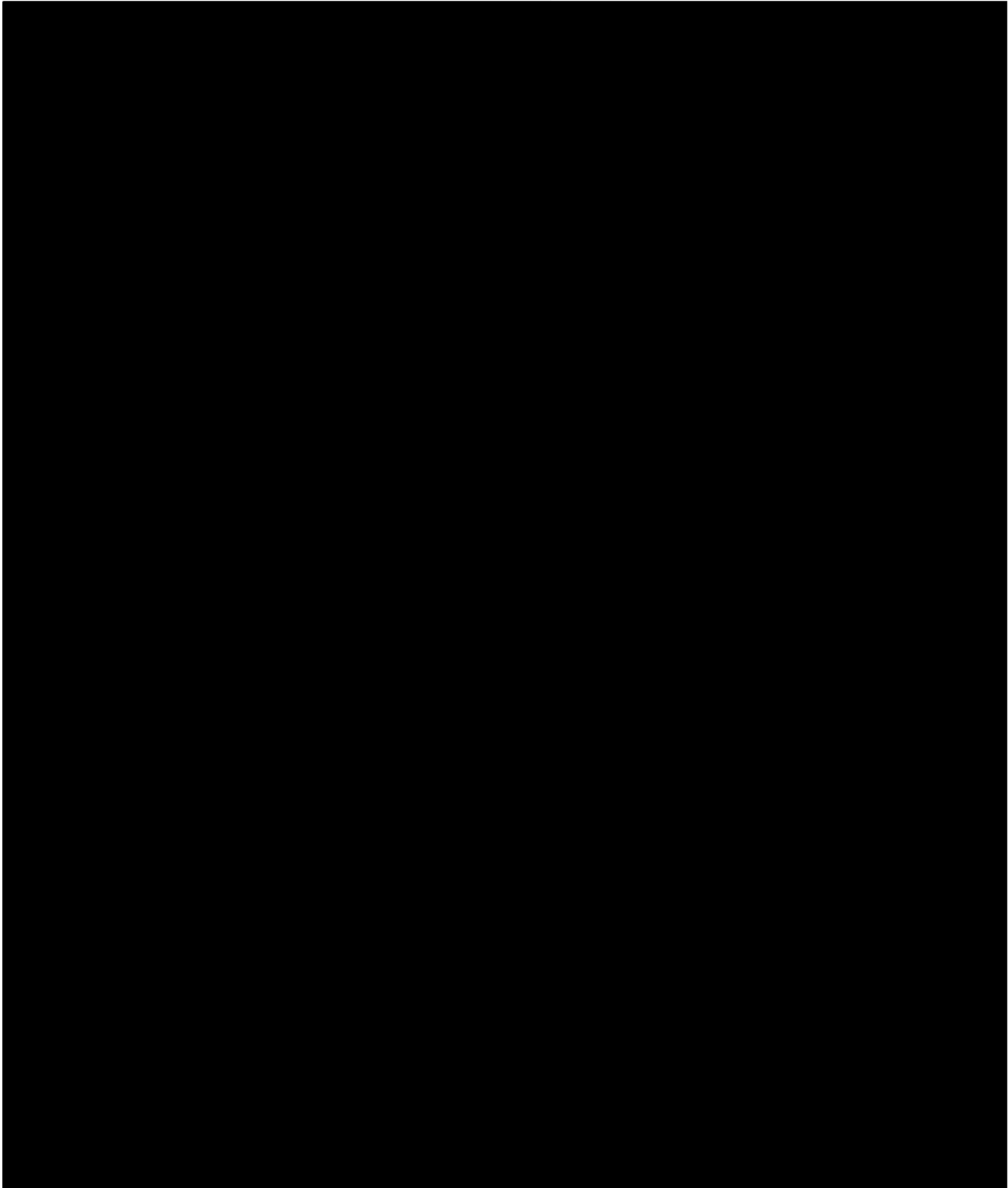


EXHIBIT F
Contract No. I-18-4352
Lin Engineering, Ltd.
SCOPE OF SERVICES

Exhibit F

Contract No. I-18.4352

Lin Engineering, Ltd.

Structural Scope: Preparation of PS&E plans, specifications, and estimates for the proposed 2-span bridge carrying Windsor Drive over Tollway Ramps in Oak Brook, IL. The TSL will be prepared by others. The proposed bridge will replace the existing 4-span bridge that is approximately 220 feet long. The proposed roadway cross section of Windsor Drive will increase from existing two lanes to four lanes with sidewalk/bike path. The proposed roadway cross section of the Tollway ramps will increase to include an additional ramp and widened shoulder, creating unbalanced span lengths. The below estimate assumes a proposed MSE wall at one of the abutments due to ROW limits. The roadway will be on a tangent alignment, but the alignment will likely be shifted. The bridge will be stage constructed in order to maintain the existing Windsor Drive traffic.

Bridge PS&E Plans

Revise TSL for General Plan and Elevation sheet	24
General Notes / Index of Sheets / Total Bill of Material	24
Abutment drainage and slope wall details	24
Substructure Layout	28
Stage Construction Details	64
Top of Slab Elevations	80
Top of Approach Slab Elevations	64
Deck Plan	48
Parapet Elevations and Details	48
Deck Cross Section and Details	48
South Approach Slab Plan and Details	64
North Approach Slab Plan and Details	64
Framing Plan	72
Girder Elevation	72
Girder Moment and Reaction Tables	40
Girder Camber Diagrams	40
Steel Details	60
Bearing Details	45
South Abutment Plan and Details	72
North Abutment Plan and Details	72
Pier Plan and Details	120
MSE Wall Details	140
Drainage Scupper Details	32
Boring Logs	10
Quantities	60
Address Review comments	40
Subtotal =	1455

QA/QC 58 MH
Administration 73 MH
Total = 1586 MH

Direct Costs

CADD: 820 hrs. x \$15/hr. = \$12,300

EXHIBIT G

Contract No. I-18-4352

Lin Engineering, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
EOWA I-11-4014	Elgin O'Hare DCM	\$3,309,907.00	\$1,330,898.00	12/31/2021
EOWA I-13-4622	Elgin O'Hare West Terminal Interchange	\$2,732,000.00	\$1,499,011.00	12/31/2021
EOWA I-15-4656	Elgin O'Hare I-294 at Franklin/Green St.	\$2,450,014.00	\$1,297,816.00	12/31/2021
IL Route 47 PTB 169/19	IL 47 Reconstruction in McHenry County	\$344,898.00	\$178,771.00	6/30/2019

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

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	Total this Subconsultant (ULC)	\$ -

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	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-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Quigg Engineering Inc.

Contract Number: I-18-4352

Proposal Date: 4/25/2018

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-18-4352

Consultant: Quigg Engineering Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
BCR & Structure Type Study						80	160	142									382
TS&L Plan - Bridge													80	73			153
Design Plans - Retaining Walls									120				200	180	140		640
QA/QC							10							24			34
Coord. & Meetings						18	7	7	7					7	15		68
Administration						16	8	8	8					8	8		64
TOTALS						114	185	157	135	295	292	163					1341

Contract Number: I-18-4352

Consultant: Quigg Engineering Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
BCR & Structure Type Study																
TS&L Plan - Bridge																
Design Plans - Retaining Walls	200	220	200	200	200	114	120	154	120	100	100	20				1748
QA/QC					24				36							98
Coord. & Meetings	7	7	7	7	7	15	7	7	15	7	7	15				108
Administration	8	8	8	8	8	8	8	8	8	8	8	8				96
TOTALS	215	235	215	215	239	137	135	169	179	115	153	43				2050

Contract Number: I-18-4352 Consultant: Quigg Engineering Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS										
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec											
Construction support					8		8		8			8				8						40	
TOTALS									8							8						8	40

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Contract No.: I-18-4352

Consultant: Quigg Engineering Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Michael D. Cima

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: Keith W. Benting

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

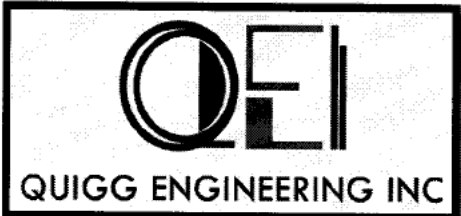
Classification: _____

Name: _____

Classification: _____

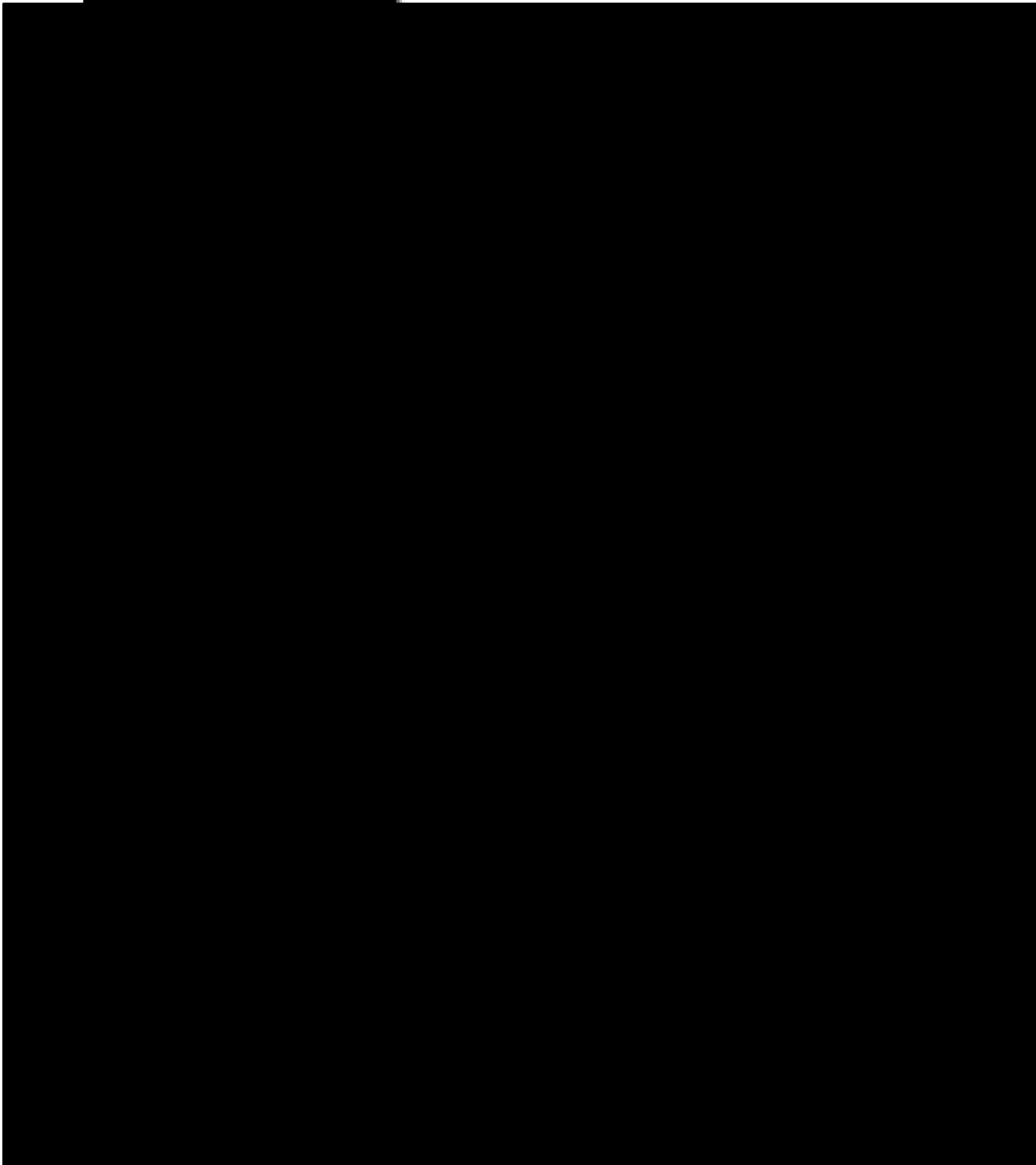
Name: _____

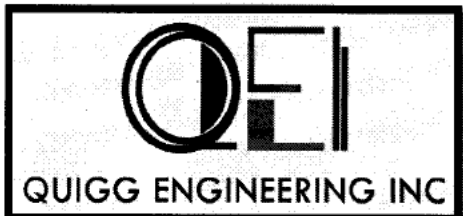
Classification: _____



Michael D. Cima, PE, SE

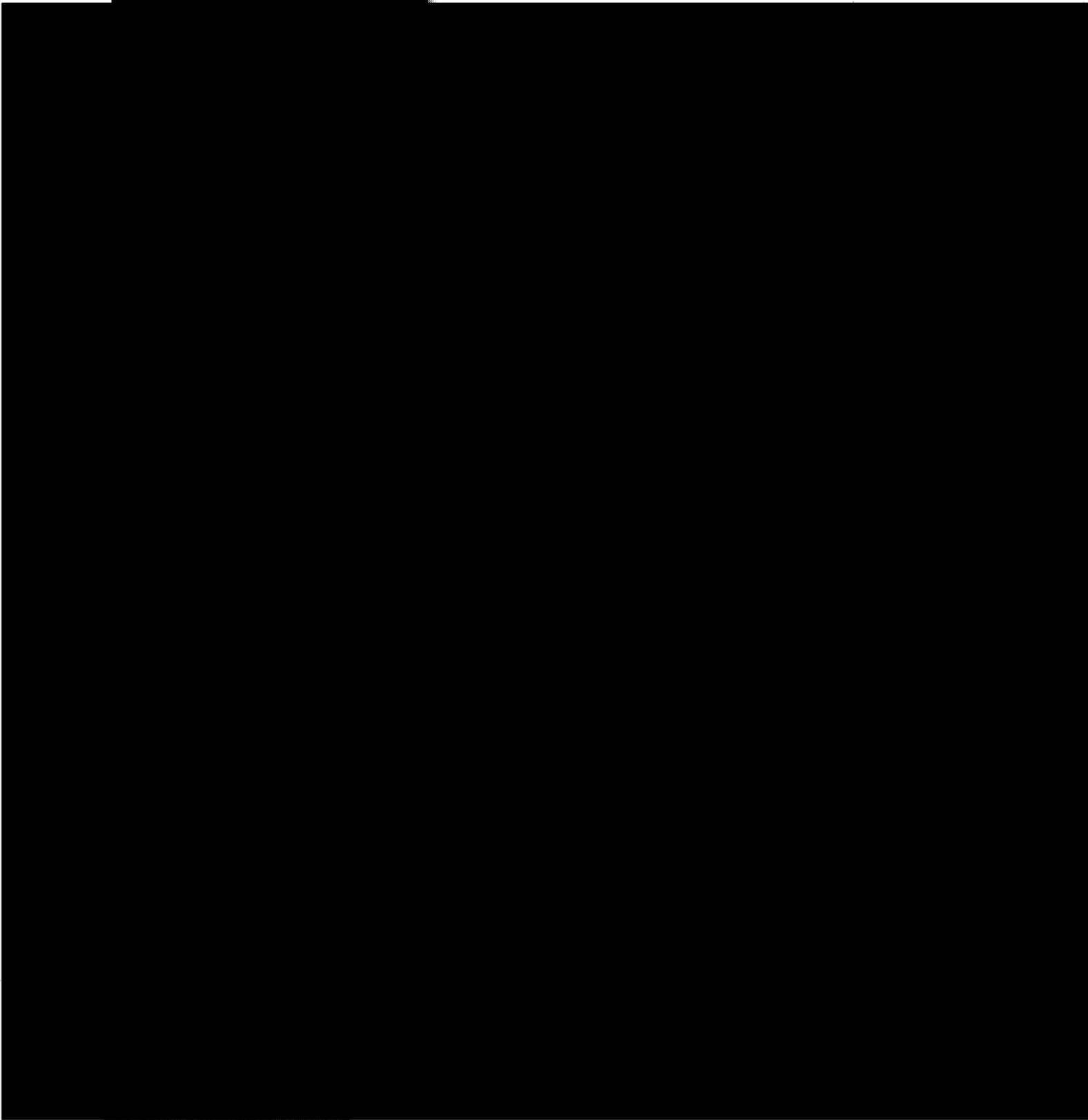
Chief Structural Engineer

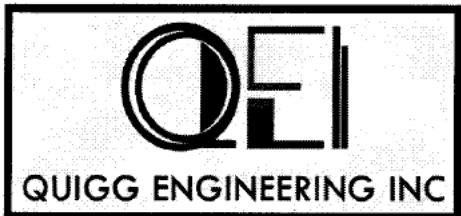




Michael D. Cima, PE, SE

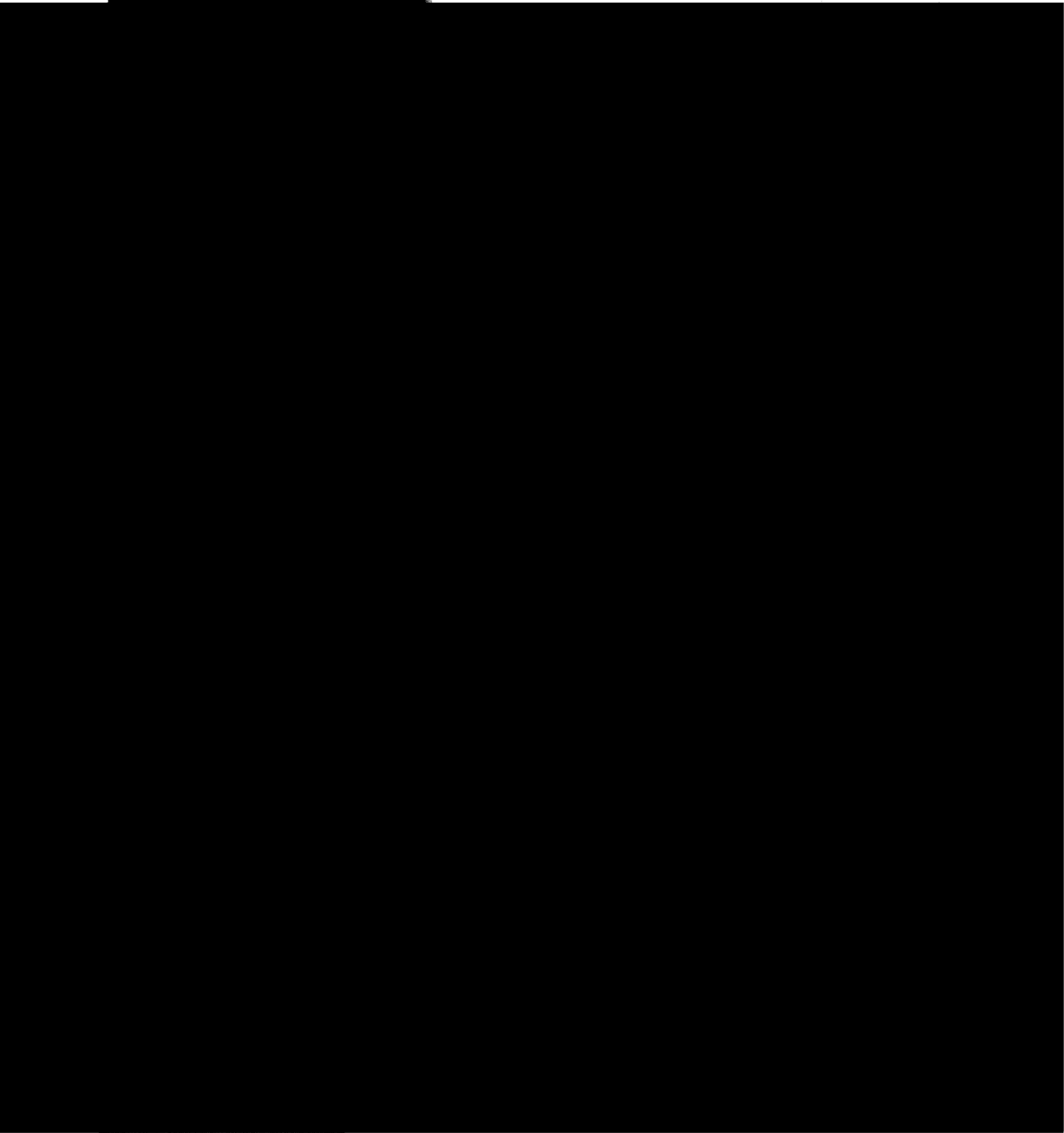
Chief Structural Engineer

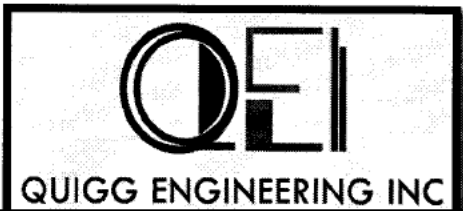




Keith W. Benting, PE, SE

Senior Structural Engineer





Keith W. Benting, PE, SE

Senior Structural Engineer

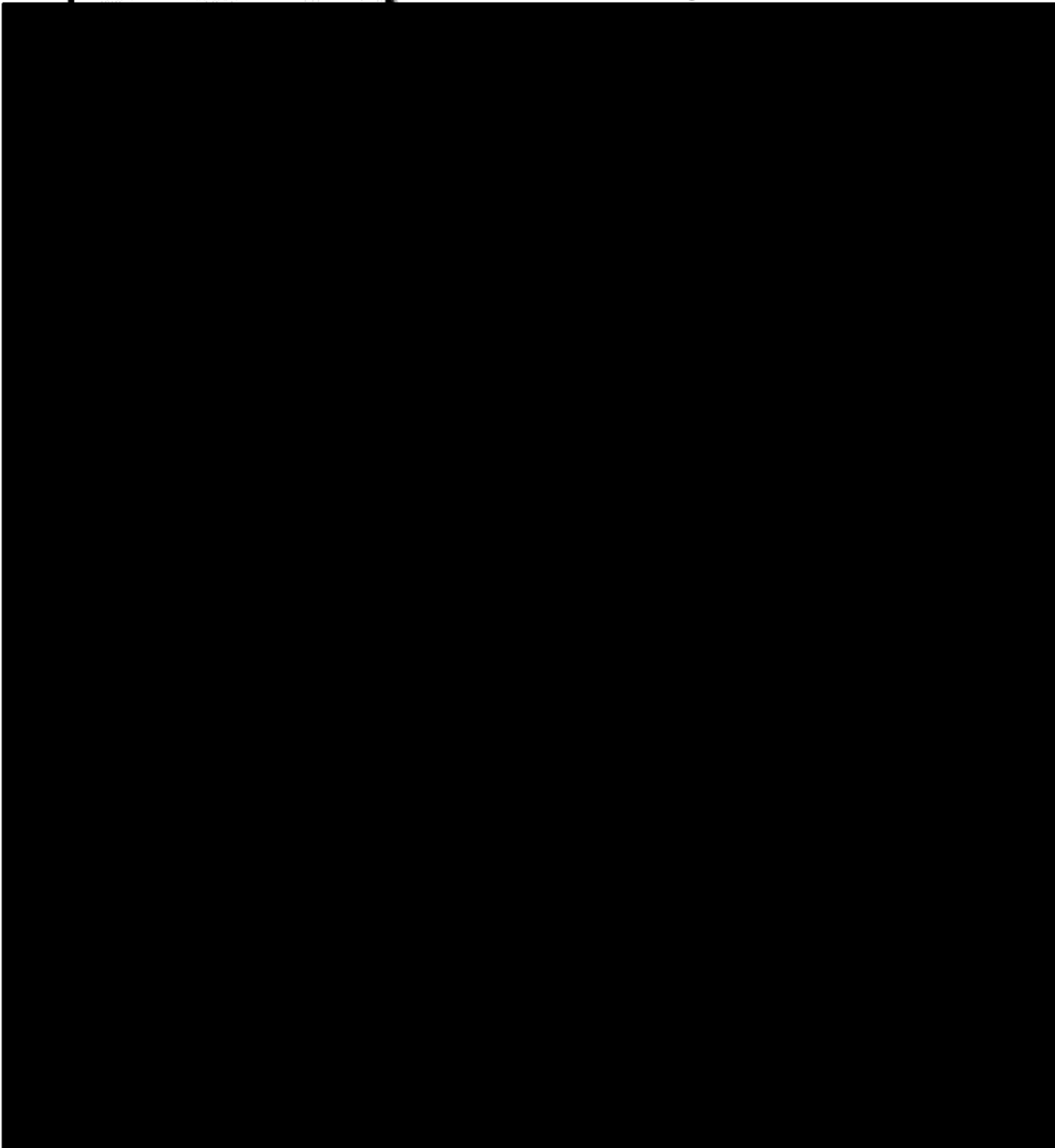


EXHIBIT F

Contract No. I-18-4352

Quigg Engineering Inc.

SCOPE OF SERVICES

Provide a BCR report for BN 299 in accordance with the latest IDOT Bridge Condition Report Procedures and Practices Guide. Given the accelerated schedule desired for this project we will include a detailed bridge type study analysis as part of this report to determine the new structure type and Maintenance of Traffic concept to be proposed for this location. This will allow for a shorter concept development and review time prior to initiating final plan development.

Prepare a TS&L Plan for the new structure to carry Winsor Rd over I-88 E-W Connector (BN 299). The TS&L will be based on the findings of the BCR, bridge type study and Client review comments.

Provide the following engineering products for new retaining walls estimated to be needed at this project site. The proposed wall numbers and approximate locations are referenced below are shown on the attached sketch:

For proposed Walls 3, 5 & 7 we will provide design plans. TS&L plans are assumed to not be required for these structures due to their estimated heights.

For proposed Walls 4 and 6 we will provide TS&L and design plans.

All survey, borings, geotechnical analysis (SGR's), roadway geometry and profiles will be provided by others.

Walls 1, 2 and the walls parrallel to the west side of E-W Connector are the planning and design responsibility of others.

	TOTAL	E6	E5	E4	E3	E2	T5	T4	T3	S4	S3	S2	A2	A1
1. COORDINATION, MEETINGS & ADMIN:														
Coordination & Meetings Management & Administration	176	88	88										20	20
Sub-Total:	336	148	148	0	0	0	0	0	0	0	0	0	20	20
X. XXXX:														
Collect and Review Data Revisions per Client Review Comments	0													
Sub-Total:	0	0	0	0	0	0	0	0	0	0	0	0	0	0
X. XXXX:														
Collect & Review Data (exist, plans etc.) Revisions per Client Review Comments	0													
Sub-Total:	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2. BCR & STRUCTURE TYPE ANALYSIS:														
Collect & Review Data (exist, plans etc.) Structure Inspection & Preparation Analysis & Evaluation: Existing Bridge Ratings w/MOT Options Proposed Structure Types Staging & MOT Write Report Prepare Attachments: Location Map Deck Surveys Substructure Surveys Proposed Structure Sketches Cost Estimates Recommended Structure & Staging Drawings Structure Photos Proposed Plan & Profile Existing & Proposed Rdwy X-Sections Assemble Report Revisions per Client Review Comments	4 34 26 36 18 28 1 16 16 28 44 5 4 9 3 40	2 14 10 6 8 2 2 8 6 1 2 1 8	2 20 8 26 12 20 1 4 4 22 18 4 2 2 3 16											
Sub-Total:	382	76	8	195	0	0	103	0	0	0	0	0	0	0
3. TS&L PLAN-BRIDGE:														
Collect & Review Data SGR Coordination Analysis & Evaluation Plan Development Revisions per Client Review Comments	2 5 30 80 36 0	2 6 6 6 6	2 8 12 4	3 16 24 14			38 12							
Sub-Total:	153	20	0	24	59	0	50	0	0	0	0	0	0	0
4. DESIGN PLANS-RETAINING WALLS:														
Collect & Review Data SGR Coordination	12 16	4 4	8	4	4		4							

4 MSE Walls N of Bridge												
74	4	12	34	24								
294	8	50	126	100	10							
158	6	20	52	80	10							
330	12	50	128	130	10							
116	12	40	64									
3 MSE Walls S of Bridge												
176	12	30	74	60								
590	12	110	248	210	10							
172	6	20	66	80								
286	12	50	104	110	10							
144	12	48	84									
40	12	12	16									
20	10	10										
Sub-Total:	122	464	1004	550	288	0	0	0	0	0	0	2428
X. XXXX:												
0												
0												
0												
Sub-Total:	0	0	0	0	0	0	0	0	0	0	0	0
5. QA/QC:												
Quality Assurance Review by Item.												
16	16											
16	16											
100	100											
0												
0												
0												
Sub-Total:	132	0	0	0	0	0	0	0	0	0	0	132
TOTAL WORK HOURS:	498	620	219	1063	550	441	0	0	0	0	20	3431

DIRECT COSTS:

- Special Equipment \$0
- Lodging & Perdiem \$0
- Mileage \$0
- Subconsultants \$0

trip to project site

Direct Cost:

\$0

Total Direct Costs: \$0

EXHIBIT G

Contract No. I-18-4352

Quigg Engineering Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-294 RR-14-4221	Mile Long Bridge reconstruction Phase I/II	\$4,150,000.00	\$1,150,000.00	4/1/2020
I-294 I-17-4296	95th Street to LaGrange Road Phase I/II	\$865,000.00	\$774,000.00	12/31/2022
I-13-4111	CUR Audits	\$1,665,000.00	\$350,000.00	12/31/2018
IL 97 PTB 156-35	Phase II Engineering, IDOT Dist 6.	\$1,163,000.00	\$430,000.00	6/30/2019
I-290 PTB 169-01	Phase I BCR and TSL, IDOT Dist. 1	\$861,000.00	\$140,000.00	12/31/2018
PTB 171-16	Project Management Phase I/II IDOT Dist. 8	\$750,000.00	\$750,000.00	12/31/2020
PTB 173-25	Phase III, High Speed Rail IDOT Dist. 6	\$3,990,000.00	\$200,000.00	8/31/2018
PTB 176-28 I-17-4299	BMPR Technicians	\$2,650,000.00	\$1,900,000.00	10/31/2022
Various	Subconsultant Work for IDOT and Private clientele	\$4,957,000.00	\$3,195,000.00	12/31/2019

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 5%;"></td> <td style="width: 45%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> </table>	Direct Labor					Direct Costs					Services by Others					Additional Services **					Total this Subconsultant (ULC)		\$	-	
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Direct Labor																										
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-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-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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