

RESOLUTION NO. 21714

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services, on the Tri-State Tollway (I-294) from Mile Post 35.3 (Grand Avenue) to Mile Post 36.3 (Wolf Road) on Contract No. I-18-4380.

exp US Services, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$13,499,986.41. 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.

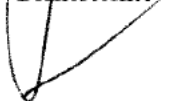
Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with exp US Services, Inc., to obtain Construction Management Services, for Contract No. I-18-4380 with an upper limit of compensation not to exceed \$13,499,986.41, 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:

A large black rectangular redaction box covers the signature area of the Chairman.

Chairman

A handwritten signature in black ink is written over the printed name "Chairman".

1.5.6 Item 6. I-18-4380, Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road)

This project has a 26% D/M/WBE participation goal and 2% VOS/SDVOSBE participation goal.

Phase III engineering services are required for the construction inspection, and supervision on the Tri-State Tollway from Grand Avenue to Wolf Road in DuPage and Cook Counties, Illinois.

The Consultant will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant may be required to review and make comments on Pre-Final Design Plans submitted to the Tollway for constructability. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project.

Construction Estimate: Category F

Firms must be prequalified by IDOT in the following categories:

**Special Services (Construction Inspection)
Highways (Freeways)
Structures (Highway Bridges: Typical)**

The Tollway will allow a prime consultant to meet the prequalifications for Highways (Freeways) and Structures (Highway Bridges: Typical) through a subconsultant.

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

- The person who will assume duties as Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for roadway design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for structural design related issues (must be an Illinois Licensed Structural Engineer).
- The Resident Engineer.
- The Materials Coordinator.
- The Document Technician. (The person actively performing the documentation on the project must possess a current IDOT Construction Document certificate. **Include the Documentation Certificate Number for IDOT class S-14, Documentation of Contract Quantities.**)
- The Materials QA Technician.

Schedule: This project is scheduled to start in fall 2018.

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.

Contract: T-18-4380

Prime: EXP US Services

Key Personnel

Please note, Classifications with a check mark are the only ones needed per the PSB solicitation requirements.

Exhibit A – Proposed Staff

PSB 18-2

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

Project Manager (Item 1)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Manager (Items 2 thru 10)			
Name:	Mark Mikrut		
Firm:	Exp U.S. Services Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062.042693		
Year Registered:	1985	State:	IL
Office Address:	205 N. Michigan Avenue, Suite 3600		
City:	Chicago	State:	IL

Project Engineer (Items 1 thru 5)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Structural Design (Items 1 thru 6)			
Name:	R. Shankar Nair		
Firm:	Exp U.S. Services Inc.		
Category:	IL Licensed Structural Engineer		
License #:	081.003676		
Year Registered:	1973	State:	IL
Office Address:	205 N. Michigan Avenue, Suite 3600		
City:	Chicago	State:	IL

Drainage Design (Item 1)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Traffic and Tolling Analysis (Item 1)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Financial and Economic Impact Analysis (Item 1)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

QC/QA Roadway (Items 1 thru 5)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
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 – Proposed Staff
PSB 18-2, continued**

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

QC/QA Structural (Items 1 thru 5)			
Name:			
Firm:			
Category:	IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Roadway Design (Items 2 thru 6)			
Name:	Kenneth Antonson		
Firm:	Exp U.S. Services Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062.035567		
Year Registered:	1997	State:	IL
Office Address:	205 N. Michigan Ave, Suite 3600		
City:	Chicago	State:	IL

Construction Engineer (Items 3 & 4)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Architect (Item 5)			
Name:			
Firm:			
Category:	IL Licensed Professional Architect		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Electrical Design (Item 5)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Mechanical Design (Item 5)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Resident Engineer (Items 6 thru 10)			
Name:	Mark Mikrut, PE		
Firm:	Exp U.S. Services Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062.042693		
Year Registered:	1985	State:	IL
Office Address:	205 N. Michigan Avenue, Suite 3600		
City:	Chicago	State:	IL

Materials Coordinator (Items 6 thru 10)			
Name:	Mohd Alarab		
Firm:	Tecma Associates, Inc.		
Category:	Document Certification Number – IDOT class S-14		
License #:	15-0581		
Year Registered:	Expires 4/16/2019	State:	IL
Office Address:	5519 N. Cumberland, Suite 1010		
City:	Chicago	State:	IL

Document Technician (Items 6 thru 10)			
Name:	Dan Sicinski		
Firm:	Exp U.S. Services Inc.		
Category:	Documentation Certification Number- IDOT class S-14		
License #:	17-12395		
Year Registered:	Expires 1/19/2021	State:	IL
Office Address:	205 N. Michigan Avenue, Suite 3600		
City:	Chicago	State:	IL

Materials QA Technician (Items 6 thru 10)			
Name:	Tom Wujcik		
Firm:	INTERRA		
Category:			
License #:			
Year Registered:		State:	
Office Address:	600 Territorial Drive, Suite G		
City:	Bolingbrook	State:	IL

*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 – Proposed Staff

PSB 18-2, continued

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

Project Manager (Item 11)			
Name:			
Firm:			
Category:	Exp w/ Transportation Civil Engineering Disciplines. 10 yrs exp w/ GIS projects.		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Liaison Engineer (Item 12)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Design & Construction Process (QC/QA/IA) Engineer (Item 12)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. 5 yrs exp materials oversight/testing. I-MIRS/eBuilder software knowledge.		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

HMA Aggregate Engineer (Item 12)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. IDOT HMA Level 3 Qualification. 10 yrs exp HMA mixtures/production. QC/QA testing/mgmt. exp. Current IDOT Documentation Cert.		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

PCC/Prestressed/Precast/Steel/Aluminum Engineer (Item 12)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. PCI Level II or III Certification. Structural Steel/Aluminum exp.		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Training Engineer (Item 12)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. 15 yrs exp Materials Engineering. National Level QA exp.		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Forensics/New Technologies Engineer (Item 12)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. 15 yrs exp Materials Engineering.		

QC/QA Level I (Item 12)			
Name:			
Firm:			
Category:	HMA & PCC Certified Testing Tech		

*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

	Litigation/arbitration exp.	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

License #:		
Year Registered:		State:
Office Address:		
City:		State:

**Exhibit A – Proposed Staff
PSB 18-2, continued**

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

QC/QA Level II (Item 12)		
Name:		
Firm:		
Category:	HMA & PCC Certified Testing Tech	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

QC/QA Level III (Item 12)		
Name:		
Firm:		
Category:	HMA & PCC Certified Testing Tech	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

ACI Grade 1 (Item 12)		
Name:		
Firm:		
Category:	QC Personnel Cert Program (for precast)	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

PCI Level I (Item 12)		
Name:		
Firm:		
Category:	QC Personnel Cert Program (for precast)	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

PCI Level II (Item 12)		
Name:		
Firm:		
Category:	QC Personnel Cert Program (for precast)	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Lead CWI (Item 12)		
Name:		
Firm:		
Category:	Steel Fabrication	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Lead Asphalt Binder Technician (Item 12)		
Name:		
Firm:		
Category:		
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Lead Field Soils Technician (Item 12)		
Name:		
Firm:		
Category:	IDOT Soils Field Testing & Inspection (S-33) Certification	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

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

Required Prequalification Category**		
Name:		
Firm:		
Category:		
License #:		
Year Registered:		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

Office Address:			
City:		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>Professionals</u>		<u>Technical Staff</u>	
Total	<u>1</u>	Engineers	<u>3</u>	Technicians	<u>12</u>
		Land Surveyors	<u>1</u>	Draftsmen	<u>0</u>
		Architects	<u>0</u>	Survey Crew	<u>1</u>
		Others	<u>0</u>	Clerical	<u>0</u>
		Total	<u>4</u>	Other	<u>0</u>
				Total	<u>13</u>
				Total Projected Staff	<u>18</u>

Exhibit A – Proposed Staff PSB# 18-2 Item# 6

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

If Yes, provide completion date and/or number of months. Within six weeks after project Punch List completion

If No, explain:

Exhibit A

I-18-4380

Prime Consultant or Teaming Firm Name	Sub - Firm Legal Name	FEIN Number	% of Work to be Completed by Sub Consultant	Project Manager Name	Contact eMail	Role of Sub Consultant	Male or Female	DBE?	Ethnicity	Veteran Status	Mentor Protégé?	DBE (Disadvantaged Business Enterprise) Program	Item #	Multiple Owners	P4G	P4G Partner
Process Counter: 18																
Exp U.S. Services Inc.	AES Services, Inc.		1.50	Ismail Attallah	ismailattallah@aesser.com	Phase III Services	Male	DBE	Asian Indian	N/A		IL UCP - City of Chicago	Item 6: Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road)	No	No	N/A
Exp U.S. Services	OSEH Inc.		1.50	Akiwumi Attawia	aattawia@osehinc.com	Phase III Services	Male	DBE	African American	N/A		IL UCP - Illinois Department of Transportation (IDOT)	Item 6: Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road)	No	Yes	EXP
Exp U.S. Services Inc.	Ark Engineering Associates Ltd		1.50	Kaleem Shaikh	kshaikh@arkengineeringassociates.com	Phase III Services	Male	DBE	Asian Indian	N/A		IL UCP - Illinois Department of Transportation (IDOT)	Item 6: Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road)	Yes	No	N/A
Exp U.S. Services Inc.	Lakshore Engineering, LLC		1.50	Sainath Reddivari	sainath@lakshoreengineering.net	Phase III Services	Male	DBE	Asian Indian	N/A		IL UCP - City of Chicago	Item 6: Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road)	No	No	N/A
Exp U.S. Services Inc.	Aqua Vitae Engineering, LLC		2.00	Gary Paradoski, PE	gparadoski@aqua-vitaegroup.com	Phase III Services	Male	N/A	Caucasian	VOSB		N/A	Item 6: Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road)	No	No	N/A
Exp U.S. Services Inc.	Gasperec Elberts Consulting, LLC		2.00	Lisa Gasperec	lgasperec@geconsultllc.com	Phase III Services	Female	DBE	Caucasian	N/A		IL UCP - City of Chicago	Item 6: Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road)	Yes	No	N/A
Exp U.S. Services Inc.	Millennia Professional Service of Illinois, Ltd.		2.00	Ramon Dela Cruz, PE	rdelacruz@mps-il.com	Phase III Service	Male	DBE	Multiple Ownership	N/A		IL UCP - Illinois Department of Transportation (IDOT)	Item 6: Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road)	No	No	N/A
Exp U.S. Services Inc.	Garza Karhoff Engineering, LLC		3.00	Brenda Karhoff	brenda.karhoff@gke-llc.com	Phase III Services	Female	DBE	Hispanic	N/A		IL UCP - City of Chicago	Item 6: Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road)	No	Yes	EXP
Exp U.S. Services Inc.	FLUIDCLARITY LTD		3.00	Marion Kessy, PE, LEED B+C	marion.kessy@fluidclarity.com	Phase III Services	Male	DBE	African American	N/A		IL UCP - City of Chicago	Item 6: Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road)	No	No	N/A
Exp U.S. Services Inc.	INTERRA, Inc.		4.00	Sudhakar Rao Doppalapudi	dsrao@interraservices.com	QA Technician QA Material Lab	Male	DBE	Asian Indian	N/A		IL UCP - Illinois Department of Transportation (IDOT)	Item 6: Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road)	Yes	No	N/A
Exp U.S. Services Inc.	V3 Companies, Ltd.		8.00	Louis J. Gallucci, PE	lgallucci@v3co.com	Phase III Services	N/A - ESOP	N/A	Caucasian	N/A		N/A	Item 6: Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road)	Yes	No	N/A
Exp U.S. Services Inc.	Tecma Associates, Inc.		10.00	Manesh Shastri	manesh@tecmaengineering.com	Phase III Services	Male	DBE	Asian Indian	N/A		IL UCP - City of Chicago	Item 6: Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road)	Yes	No	N/A

I-18-438

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

Business Name Aqua Vitae Engineering LLC
Owner Mr Gary Paradoski
Address 125 S Burton Place
 > [Map This Address](#) Arlington Heights, IL 60005
Phone 847-239-4512
Fax 847-577-0744
Email GPARADOSKI@AQUA-VITAEGROUP.COM
Website <https://WWW.AQUA-VITAEGROUP.COM>
Ethnicity Caucasian
Gender Male
County Cook (IL)

Certification Information

Certifying Agency State of Illinois Central Management Services
Certification Type VOSB - Veteran Owned Small Business
Renewal Date 1/23/2019
Expiration Date 1/23/2020
Certified Business Description Civil Engineering

Commodity Codes

Code	Description
NIGP 92517	Civil Engineering

Additional Information

Region Metro Chicago

EXHIBIT F - Letter of Intent

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each VOSB certified vendor.

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

Project Name: Elgin O'Hare Western Access, I-294 Project/Solicitation Number: PSB 18-2, Item 6

Name of Prime Vendor: EXP US Services, Inc. VOSB Compliance Contact: Mark A. Mikrut, PE

Address: 205 N. Michigan Ave, Suite 3600

City: Chicago State: Illinois Zip Code: 60601-5924

Telephone: 312.616.0000 Fax: 312.616.6069 Email: mark.mikrut@exp.com

Name of Certified VOSB Vendor: Aqua Vitae Engineering, LLC

Address: 25 S. Burton Place VOSB Compliance Contact: Gary D. Paradoski, PE

City: Arlington Heights State: Illinois Zip Code: 60005

Telephone: (847) 239-4512 Fax: N/A Email: gparadoski@aquavitaegroup.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: October 1, 2018

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:

Assist with inspection and documentation of project Erosion and Sediment Control and Landscaping.

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): [Redacted]
 Signature: [Redacted]
 Print Name: Mark A Mikrut
 Title: Vice President
 Date: 4/5/18

Certified VOSB Vendor (Company Name and D/B/A): [Redacted]
 Signature: [Redacted]
 Print Name: Gary D. Paradoski, P.E.
 Title: President
 Date: 4/9/2018



I-18-4380

CLOSE WINDOW

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

Business Name **AES Services, Inc.**
 Owner **Mohammed Saleem**
 Address **111 S. Wacker Dr**
 > [Map This Address](#) **Suite 3910**
 Chicago, IL 60606

Phone **312-235-6783**
 Fax **312-235-6784**
 Email **msaleem@aesser.com**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **DBE - Disadvantaged Business Enterprise**
 Certification Date **11/19/2018**
 Renewal Date **10/1/2019**
 Expiration Date **11/30/2023**

Certified Business Description **NAICS 541330 Civil engineering services**
 NAICS 541330 Engineering services
 NAICS 541330 Traffic engineering consulting services
 NAICS 541370 Land surveying services

Commodity Codes

Code	Description
NAICS 541330	Civil engineering services
NAICS 541330	Engineering services
NAICS 541330	Traffic engineering consulting services
NAICS 541370	Land surveying services

Additional Information

Ward **42**
 Community Area **32 Loop**

I-18-4380

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

Business Name Ark Engineering Associates Ltd
Owner Mr. Kaleem Shaikh
Address 6256 North Hoyne Avenue
 > [Map This Address](#) #D
 Chicago, IL 60659
Phone 847-284-8534
Fax 773-628-7895
Email kshaikh@arkengineeringassociates.com

Certification Information

Certifying Agency Cook County
Certification Type MBE - Minority Business Enterprise
Certification Date 5/30/2018
Renewal Date 5/30/2019
Expiration Date 5/30/2022
Certified Business Description Construction: Construction Inspection and Construction Management

Commodity Codes

Code	Description
NAICS 236220	Construction management, commercial and institutional building
NAICS 54135	Building Inspection Services

Additional Information

I-18-4380

Vendor Information

CLOSE WINDOW

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

Business Name **Fluidclarity Ltd., DBA FluidClarity**

Owner **Marion E Kessy**

Address **1144 W. Lake Street**
 Suite 303
 Oak Park, IL 60301-1043

Phone **708-383-3500**

Fax **708-383-3549**

Email **adriana.rodriquez@fluidclarity.com**

Certification Information

Certifying Agency **City of Chicago**

Certification Type **DBE - Disadvantaged Business Enterprise**

Certification Date **6/15/2018**

Renewal Date **3/1/2019**

Expiration Date **3/1/2019**

Certified Business **NAICS 541330 Engineering services**
 Description

Commodity Codes

Code	Description
NAICS 541330	Engineering services

Additional Information

I-18-4380

Vendor Information

CLOSE WINDOW

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

Business Name **Garza Karhoff Engineering, LLC**
 Owner **Brenda Karhoff**
 Address **120 N LaSalle St.**
 > [Map This Address](#) **Suite 1410**
CHICAGO, IL 60602
 Phone **312-428-2596 Ext. 1**
 Email **brenda.karhoff@gke-llc.com**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **9/25/2018**
 Renewal Date **10/22/2019**
 Expiration Date **10/22/2020**
 Certified Business Description **NAICS 541330 Civil Engineering Services**
NAICS 541330 Engineering Consulting Services
NAICS 541330 Engineering Design Services

Commodity Codes

Code	Description
NAICS 541330	Civil engineering services
NAICS 541330	Engineering consulting services
NAICS 541330	Engineering design services

Additional Information

Ward **1**
 Community Area **22 Logan Square**

I-18-4380

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

Business Name **Gasperec Elberts Consulting, LLC**
 Owner **Ms. Megan Elberts**
 Address **9501 W. Devon Ave**
 > [Map This Address](#) **Suite 702**
Rosemont, IL 60018
 Phone **847-868-1830**
 Email **melberts@geconsultllc.com**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **DBE - Disadvantaged Business Enterprise**
 Certification Date **9/28/2018**
 Renewal Date **9/15/2019**
 Expiration Date **9/15/2019**
 Certified Business Description **NAICS 541330 Civil engineering services**
NAICS 541330 Consulting engineers' offices
NAICS 541330 Consulting engineers' private practices (More)
NAICS 541330 Engineering services (More)
NAICS 541330 Environmental engineering services (More)
NAICS 541370 Construction surveying services (More)
NAICS 541370 Land surveying services

Commodity Codes

Code	Description
NAICS 541330	Civil engineering services
NAICS 541330	Consulting engineers' offices
NAICS 541330	Consulting engineers' private practices
NAICS 541330	Engineering services
NAICS 541330	Environmental engineering services
NAICS 541370	Construction surveying services
NAICS 541370	Land surveying services

Additional Information

I-18-4380

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

Business Name **Interra, Inc.**
 Owner **Mr. Sudhakar Rao Doppalapudi**
 Address **600 Territorial Dr., Ste. G**
 > [Map This Address](#) **Bolingbrook, IL 60440**
 Phone **630-754-8700**
 Fax **630-754-8705**
 Email dsrao@interraservices.com

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **9/17/2018**
 Renewal Date **8/1/2019**
 Expiration Date **8/1/2020**
 Certified Business Description **NAICS 541330 Civil engineering services**
 NAICS 541330 Construction engineering services
 NAICS 541330 Engineering services
 NAICS 541330 Environmental engineering services
 NAICS 541330 Geological engineering services
 NAICS 541380 Geotechnical testing laboratories or services
 NAICS 541380 Testing laboratories (except medical, veterinary)

Commodity Codes

Code	Description
NAICS 541330	Civil engineering services
NAICS 541330	Construction engineering services
NAICS 541330	Engineering services
NAICS 541330	Environmental engineering services
NAICS 541330	Geological engineering services
NAICS 541380	Geotechnical testing laboratories or services
NAICS 541380	Testing laboratories (except medical, veterinary)

Additional Information

I-18-4380

Vendor Information

CLOSE WINDOW

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

Business Name **Lakeshore Engineering, LLC**
 Owner **Mr. Sainath Reddivari**
 Address **47 West Polk Street**
 > [Map This Address](#) **Suite M-6**
Chicago, IL 60605-3255
 Phone **312-479-7611**
 Fax **312-877-5442**
 Email **sainath@lakeshoreengineering.net**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **DBE - Disadvantaged Business Enterprise**
 Certification Date **9/5/2018**
 Renewal Date **8/31/2019**
 Expiration Date **8/31/2019**
 Certified Business Description **NAICS 541330 Engineering services**
NAICS 541620 Environmental consulting services

Commodity Codes

Code	Description
NAICS 541330	Engineering services
NAICS 541620	Environmental consulting services

Additional Information

Ward **3**
 Community Area **33 Near South Side**

I-18-4380

Vendor Information

CLOSE WINDOW

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

Business Name **Millennia Professional Services of Illinois, Ltd.**
 Owner **Mr Paul Moreno**
 Address **2600 Warrenville Road**
 > [Map This Address](#) **Suite 203**
Downers Grove, IL 60515
 Phone **630-705-0110**
 Fax **630-839-2566**
 Email **rdelacruz@mps-il.com**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **8/24/2018**
 Renewal Date **9/30/2019**
 Expiration Date **9/30/2020**
 Certified Business Description **NAICS 541330 Civil engineering services;**
NAICS 541370 Land surveying services
NAICS 541380 Geotechnical testing laboratories or services

Commodity Codes

Code	Description
NAICS 541330	Civil engineering services
NAICS 541370	Land surveying services
NAICS 541380	Geotechnical testing laboratories or services

Additional Information

I-18-4380

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

Business Name **OSEH Inc.**

Owner **Mr Akiwumi Attawia**

Address **1116 Washington Blvd**
 415
 Illinois
 Oak Park, IL 60302

Phone **630-337-5484**

Email **aattawia@osehinc.com**

Certification Information

Certifying Agency **Cook County**

Certification Type **MBE - Minority Business Enterprise**

Certification Date **5/17/2018**

Renewal Date **5/17/2019**

Expiration Date **5/17/2023**

Certified Business Description **Professional Service: Civil Engineering Design**

Commodity Codes

Code	Description
NAICS 541330	Civil engineering services

Additional Information

I-18-4386

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

Business Name **Tecma Associates, Incorporated**
 Owner **Mr. Hari Rabidia**
 Address **5519 North Cumberland Avenue Suite 1010**
 > [Map This Address](#) **Chicago, IL 60656-4729**
 Phone **773-763-5555**
 Fax **773-763-5577**
 Email **mona@tecmaengineering.com**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **DBE - Disadvantaged Business Enterprise**
 Certification Date **8/14/2018**
 Renewal Date **8/15/2019**
 Expiration Date **8/15/2019**
 Certified Business Description **NAICS 541330 Civil engineering services**
 NAICS 541330 Construction engineering services
 NAICS 541330 Engineering design services
 NAICS 541330 Engineering services
 NAICS 541370 Construction Surveying Services
 NAICS 541370 Land surveying services

Commodity Codes

Code	Description
NAICS 541330	Civil engineering services
NAICS 541330	Construction engineering services
NAICS 541330	Engineering design services
NAICS 541330	Engineering services
NAICS 541370	Construction surveying services
NAICS 541370	Land surveying services

Additional Information

Ward **41**
 Community Area **10 Norwood Park**

I-18-4380

OFFICE OF THE ILLINOIS SECRETARY OF STATE



JESSE WHITE
SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

File Number	68206235		
Entity Name	EXP U.S. SERVICES INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	02/07/2012	State	DELAWARE
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	02/07/2012
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	VLADIMIR STRITESKY 205 N MICHIGAN AVE #3600 CHICAGO 60601
Agent City	CHICAGO	Secretary Name & Address	HAE-JIN (PRISCILLA) 56 QUEEN ST E #301 BRAMPTON ON CANADA
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	02/02/2018	For Year	2018

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:16 12/11/18

ACTION: S

VENDOR NUMBER= *****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 12/11/18 AT 09:19 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

AES Services, Inc. I-18-4380

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:16 12/11/18

ACTION: S

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

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*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:57 01/03/19

ACTION: S

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 01/03/19 AT 08:58 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

⁹⁻⁷⁸⁻⁴³⁸⁰
Aqua Vitae Engineering, LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:16 12/11/18

ACTION: S

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

I-18- 4386
Ark Engineering Associates CD

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:16 12/11/18

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

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J-18-
Fluidclarity LTD, 4380

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:16 12/11/18

ACTION: S

VENDOR NUMBER= *****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

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J-18-4380
Garza Karhoff Engineering LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:16 12/11/18

ACTION: S

VENDOR NUMBER= ****



OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

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Interra, Inc. #184380

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:16 12/11/18

ACTION: S

VENDOR NUMBER= *****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 12/11/18 AT 09:21 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Lakeshore Engineering, LLC ^{F-18-} 4380

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:16 12/11/18

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 12/11/18 AT 09:22 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:16 12/11/18

ACTION: S

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

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*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OSEH, Inc. ^{F18} 4380

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:16 12/11/18

ACTION: S

VENDOR NUMBER= *****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

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I-18-4380
Tecma Associates, Inc

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:16 12/11/18

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

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*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

V3 Companies, Ltd, 4380 I-18-

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:16 12/11/18

ACTION: S

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER:

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *



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OCIS CICIOCP1

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CLAIMING AGENCY NAME: *

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*

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AES Services, Inc. I-18-4380

OCIS CICIOCP1

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OCIS CICIOCP1

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CLAIMING AGENCY NAME: *

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*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

⁷⁷⁸⁻⁴³⁸⁰
Aqua Vitae Engineering, LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:16 12/11/18

ACTION: S

VENDOR NUMBER= ****



OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

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*

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7-18-4386
Ark Engineering Associates CD

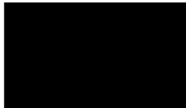
OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

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VENDOR NAME: *

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*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Fluidclarity LTD, 4380 J-18-

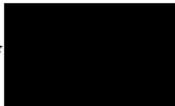
OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

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VENDOR NUMBER= *****



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*

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Garza Karhoff Engineering LLC

18-4380

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:16 12/11/18

ACTION: S

VENDOR NUMBER= *****

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VENDOR NAME: *

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*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

4-184380
Gaperec Elberts Consulting, LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:16 12/11/18

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

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OCIS CICIOCP1

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OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

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Lakeshore Engineering, LLC ⁷⁻¹⁸⁻ 4380

OCIS CICIOCP1

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09:16 12/11/18

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 12/11/18 AT 09:21 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

OSEH, Inc. ^{F18-} 4380

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:16 12/11/18

ACTION: S

VENDOR NUMBER= *****



OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 12/11/18 AT 09:22 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

I-18-4380
Tecma Associates, Inc

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:16 12/11/18

ACTION: S

VENDOR NUMBER= ****



OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 12/11/18 AT 09:22 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

V3 Companies, Ltd, 4380 I-18

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:16 12/11/18

ACTION: S

VENDOR NUMBER=



OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 12/11/18 AT 09:22 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

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM
FOR
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)
PSB: 18-2 ITEM: 6

MEMORANDUM OF UNDERSTANDING
BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
<u>EXP US Services, Inc.</u>	<u>205 N. Michigan Ave Chicago, IL 60601</u>		<u>Garza Karhoff Engineering, LLC</u>	<u>120 N LaSalle St., Suite 1410, Chicago, IL 60602</u>

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

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

I. PROGRAM PURPOSE

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

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

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

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

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 3 %

Scope:

Special Services (Construction Inspection)

- Work not applicable to prequalification category(ies) 0 %

Scope:

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

2. In area(s) not being mentored:

- Work the Protégé will self-perform 0.00 %

Note: Protégé participation in this area is optional

3. Total participation by the Protégé (Sum of 1. and 2.) 3.00 %

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

Protégé desires to enhance construction engineering capability and increases level of proficiency so as to obtain prequalification in Special Services (Construction Inspection).

Garza Karhoff Engineering, LLC has no direct experience doing PH III services for the Tollway.

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

Mentor will provide Protégé guidance with the preparation, distribution and documentation of project records in accordance with Tollway protocols.

Mentor will assist the Protégé in building capacity by providing meaningful project experience to Protégé staff assigned to the project.

III. MENTOR EXPERIENCE WITH THE PROGRAM

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

RR-11-5634

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

Areas of Assistance:

Construction Management

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

I-17-4676

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

Areas of Assistance:

Phase 2 Roadway/Structural Prequal Assistance

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

RR-14-4223

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

Areas of Assistance:

Phase 1 Roadway/Structural Prequal Assistance

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

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

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

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

YES NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
RR-14-4223	702,196	exp US Services, Inc.	Phase 1 Roadway/Structural Prequal Assistance

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

YES NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
I-17-4676	1,339,800	exp US Services, Inc.	Phase 2 Roadway/Structural Prequal Assistance

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

YES NO

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

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

V. STATEMENT OF COMMITMENT

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

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

[Redacted Signature]

SIGNATURE (Mentor Representative)

[Redacted Signature]

SIGNATURE (Protégé Representative)

4/10/18

(Date)

4-10-2018

(Date)

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM

FOR

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

PSB: 18-2 ITEM: 6

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
<u>EXP US Services, Inc.</u>	<u>205 N. Michigan Ave Chicago, IL 60601</u>		<u>OSEH, Inc</u>	<u>1116 Washington Blvd Oak Park, IL 60302</u>

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

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

I. PROGRAM PURPOSE

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

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

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

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

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 1.5 %

Scope:

Special Services (Construction Inspection)

- Work not applicable to prequalification category(ies) 0 %

Scope:

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

2. In area(s) not being mentored:

- Work the Protégé will self-perform 0.00 %

Note: Protégé participation in this area is optional

3. Total participation by the Protégé (Sum of 1. and 2.) 1.50 %

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

Protégé desires to enhance construction engineering capability and increases level of proficiency so as to obtain prequalification in Special Services (Construction Inspection).

OSEH, Inc. has no direct experience doing PH III services for the Tollway.

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

Mentor will provide Protégé guidance with the preparation, distribution and documentation of project records in accordance with Tollway protocols.

Mentor will assist the Protégé in building capacity by providing meaningful project experience to Protégé staff assigned to the project.

III. MENTOR EXPERIENCE WITH THE PROGRAM

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

RR-11-5634

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

Areas of Assistance:

Construction Management

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

I-17-4676

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

Areas of Assistance:

Phase 2 Roadway/Structural Prequal Assistance

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

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

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

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

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

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

YES NO

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

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

YES NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
I-18-4361	TBD after negotiations	Parsons	Tollway Best Practices, Project Coordination, Invoicing
_____	_____	_____	_____
_____	_____	_____	_____

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

YES NO

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

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

V. STATEMENT OF COMMITMENT

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

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


SIGNATURE (Mentor Representative)


SIGNATURE (Protege Representative)

4/10/18

(Date)

04/11/2018

(Date)

CONSTRUCTION MANAGER AGREEMENT

The Board of Directors, on the 20th day of **December, 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 **EXP U.S. SERVICES, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSTRUCTION MANAGER".

W I T N E S S E T H:

WHEREAS, the CONSTRUCTION MANAGER has submitted a proposal dated **December 3, 2018**, to provide construction management services for Contract No. **I-18-4380** for **Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road)**; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-2, Item 6**, staffed with professional licensed engineers, experienced and well-able to perform the construction section engineering 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 CONSTRUCTION MANAGER shall perform all construction management services for Contract No. **I-18-4380** for **Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road)** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the CONSTRUCTION MANAGER of **December 3, 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 following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

B. All services performed by CONSTRUCTION MANAGER shall be performed according to the professional standards and in accordance with the Construction Manager's Manual in effect at the date of contract execution, and as revised thereafter.

C. The CONSTRUCTION MANAGER 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 a Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or December 21, 2018** and ending **January 31, 2025**, in accordance with the schedule included in the attached proposal.

Notwithstanding anything in this Agreement, the CONSTRUCTION MANAGER, including the CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER shall perform all construction management services as required herein, and the TOLLWAY shall pay the CONSTRUCTION MANAGER as compensation therefor, the CONSTRUCTION MANAGER'S actual payroll costs times a multiplier of **2.8000**, and reimbursement of certain direct expenses (as each of these amounts are shown in Exhibit "1"), with an upper limit of compensation of **Thirteen Million, Four Hundred Ninety-Nine Thousand, Nine Hundred Eighty-Six Dollars and Forty-One Cents (\$13,499,986.41)**. If, in the opinion of the CONSTRUCTION MANAGER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the CONSTRUCTION MANAGER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior approval of the Chief Engineering Officer. The CONSTRUCTION MANAGER must 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 XVIII.

ARTICLE IV

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

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

Confidentiality

CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER without the use or benefit of the TOLLWAY's confidential information.

ARTICLE V

Responsibility for Injuries and Damages

The CONSTRUCTION MANAGER shall be responsible for all injuries to persons and damages to property due to the activities of the CONSTRUCTION MANAGER, 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 services, both temporary and permanent, relating to the performance of any services under this Agreement or in connection therewith. It is expressly understood that the CONSTRUCTION MANAGER shall indemnify and save harmless the TOLLWAY, its Directors and the employees of the TOLLWAY from claims, suits, actions, damages and costs arising from, growing out of, an error, omission, intentional, willful, wanton or negligent act(s) of the CONSTRUCTION MANAGER 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 of the TOLLWAY 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 CONSTRUCTION MANAGER is an independent contractor and as such is solely responsible for any and all of its activities hereunder.

ARTICLE VI

Insurance

The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER 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 Statute.

All deductible or self-insured retentions must be declared and are the sole responsibility of the CONSTRUCTION MANAGER. 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 CONSTRUCTION MANAGER 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 VII

Ownership of Documents

All documents, including tracings, drawings, estimates, specifications, field notes, investigations, studies and any 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 CONSTRUCTION MANAGER 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 documents, including related work product concerning the services performed pursuant to this Agreement, shall at all times be available to the TOLLWAY and other public agencies interested in this work. 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 CONSTRUCTION MANAGER reuse any plans, it agrees to indemnify any and 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 CONSTRUCTION MANAGER to abide by the terms and conditions set forth in this paragraph.

ARTICLE VIII
Financial Statement

The CONSTRUCTION MANAGER shall, within ten (10) days after requested by the TOLLWAY, furnish to the TOLLWAY a current statement of the financial condition of the CONSTRUCTION MANAGER and any other financial information required by the TOLLWAY.

ARTICLE IX
Successors and Assigns

The TOLLWAY and CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

ARTICLE X
Subcontractors

The CONSTRUCTION MANAGER shall not subcontract or assign services to be furnished under this Agreement without prior written approval of the TOLLWAY, except that the CONSTRUCTION MANAGER 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 XI
Suspension

The TOLLWAY may suspend, from time to time, the services of the CONSTRUCTION MANAGER 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 suspension of this Agreement, not occasioned by violation of the Agreement by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER 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 XII
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 CONSTRUCTION MANAGER. Upon termination and within ten (10) days of said termination, the CONSTRUCTION MANAGER shall prepare a detailed Progress Report, including information as to all the work performed by the CONSTRUCTION MANAGER and the status of the work as of the date of the termination, and provide any and 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 the work required to be performed under this Agreement that has been completed by the CONSTRUCTION MANAGER. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall, within ten (10) days after the date of termination, furnish to the TOLLWAY marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications to date indicated thereon, in accordance with the requirements of the Construction Manager'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 CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER.

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

- a. Actual payroll cost for work 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 work 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 work 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 CONSTRUCTION MANAGER fails to meet any of its contractual obligations as set forth in this Agreement due to any of the herein stated conditions for termination for cause, then the TOLLWAY, at its option, may consider the Agreement as cancelled effective upon the delivery of written Notice of Termination for Cause to the CONSTRUCTION MANAGER, and 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, secure services from any other available source and any difference in cost shall be charged back to the CONSTRUCTION MANAGER, or at the option of the TOLLWAY, shall require the CONSTRUCTION MANAGER to 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 CONSTRUCTION MANAGER. In addition to any difference in cost for services incurred by the TOLLWAY, the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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. Conditions for termination for cause are as follows:

- a. If CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall be appointed;
- c. If CONSTRUCTION MANAGER shall fail to perform the scope of services, or any part thereof, with the diligence necessary to continue 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall prepare a detailed Progress Report, including information as to all the work performed by the CONSTRUCTION MANAGER and the status of the work as of the date of the termination, and provide any and all other information and documents 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 CONSTRUCTION MANAGER. In the case of a dispute between the TOLLWAY and the CONSTRUCTION MANAGER, the decision of the Chief Engineering Officer shall be final. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall, within ten (10) days after the date of termination, furnish the TOLLWAY with marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications made up to the termination date indicated thereon, in accordance with the requirements of the Construction Manager's Manual in effect at the date of contract execution, and as revised thereafter.

4. The total compensation due to the CONSTRUCTION MANAGER, in the event of Termination for Cause shall be the following, less all previous payments to the CONSTRUCTION MANAGER, and expenses and costs of the TOLLWAY, and any credits or set-offs due to the TOLLWAY.

- a. Actual payroll cost for authorized work 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 XIII

Solicitations

The CONSTRUCTION MANAGER 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 XIV

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 CONSTRUCTION MANAGER at **EXP U.S. Services, Inc., 205 N. Michigan Avenue, Chicago, Illinois 60601-5924** 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 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER's place of business in order to audit the records. If they are not produced in a timely manner by the CONSTRUCTION MANAGER, then the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER or its subcontractors. The CONSTRUCTION MANAGER shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the CONSTRUCTION MANAGER, whether those funds are due under this contract or other contracts to which the CONSTRUCTION MANAGER is a party either directly with the TOLLWAY or as a subcontractor. In the event the CONSTRUCTION MANAGER fails or refuses to reimburse the TOLLWAY for an overpayment, the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER fails to comply with these requirements, the CONSTRUCTION MANAGER may be disqualified or suspended from bidding on or working on future contracts.

ARTICLE XVI

Quality Assurance and Quality Control (QA/QC) Plan

The CONSTRUCTION MANAGER'S QA/QC PLAN for this PROJECT must be presented by the CONSTRUCTION MANAGER fourteen (14) days after receiving the signed contract. After acceptance by the TOLLWAY, the CONSTRUCTION MANAGER 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 monthly progress report.

The QA/QC Plan must follow GUIDELINES FOR CONSTRUCTION MANAGER'S QUALITY PROGRAM, which will be provided by the TOLLWAY.

ARTICLE XVII

Miscellaneous

This Agreement, when executed by the CONSTRUCTION MANAGER, shall be an offer by the CONSTRUCTION MANAGER to the TOLLWAY and shall not be construed as an offer by the TOLLWAY to the CONSTRUCTION MANAGER. 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 XVIII

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 and shall not bill the Tollway for such time. 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 XIX

Engineer Selection Process

The TOLLWAY and the CONSTRUCTION MANAGER 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 XX

Report of a Change in Circumstances

The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGER's Certification/Disclosure Forms, the CONSTRUCTION MANAGER's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, the CONSTRUCTION MANAGER agrees to report to the Tollway within the above

timeframe any arrests, indictments, convictions or other matters involving the CONSTRUCTION MANAGER, 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 CONSTRUCTION MANAGER agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The CONSTRUCTION MANAGER agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

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

ARTICLE XXI

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-18-4380 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY


EXP U.S. SERVICES, INC.


By  2/8/19
Chair/Executive Director-Signature Date
Robert Schillerstrom/Elizabeth Gorman

 12/11/2018
President-Signature Date

Timothy D. Neumann
Printed Name as Signed Above

APPROVED:
 2-6-19
Chief Financial Officer - Signature Date
Michael Colsch

APPROVED:
 2-4-19
Acting General Counsel – Signature Date
Elizabeth Oplawski

Approved as to Form and Constitutionality
 2/1/19
Attorney General, State of Illinois – Robert Lane - Signature Date
T. H. ...

CONSTRUCTION MANAGER PROPOSAL

FOR CONTRACT NUMBER I-18-4380

This proposal, dated December 3, 2018, is submitted by EXP U.S. Services, Inc. of Chicago, Illinois for Construction Manager's Service.

DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract I-18-4380 for which we propose to provide Construction Manager Services is Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road), in DuPage and Cook County (Counties), Illinois.

SCOPE OF CONSTRUCTION MANAGER SERVICES

Construction Manager Services following selection from PSB 18-2 will be provided for all items of work included in the Contract Requirements for the above Construction Contract and will conform with the Illinois State Toll Highway Authority's *Construction Manager'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 the responsibility for administration of the referenced Construction Contract in accordance with the applicable Construction Manager's Manual; manage the work as required by the Contract Documents; responsible for all on-site and off-site material testing; document all activities pertaining to the execution of the work; prepare all reports, payment estimates and other required documents; submit a "Record Drawing" set of plans; submit all project records, documents and the project close-out records properly indexed and cross-referenced in a manner which can be easily reviewed by the TOLLWAY at the same time the final pay estimate is submitted; and carry out the policies of the TOLLWAY.

FEE PROPOSAL

The CONSTRUCTION MANAGER shall be compensated for Engineering Services on the following basis:

ACTUAL 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:

ACTUAL 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 CONSTRUCTION MANAGER, while 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER 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. CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER understands that the contract is between the TOLLWAY and the CONSTRUCTION MANAGER. The CONSTRUCTION MANAGER is responsible for monitoring and managing the work and budget of all subconsultants.

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 Construction Manager 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 CONSTRUCTION MANAGER, for all costs, shall be \$ 13,499,986.41 (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 Construction Management services for all items of work included in the Scope of Construction Manager 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 CONSTRUCTION MANAGER, Exhibits A-H (Cont.) must be submitted by the CONSTRUCTION MANAGER for TOLLWAY approval prior to commencement of the work.

CONTROL OF STAFF LEVELS - The CONSTRUCTION MANAGER is required at all times to review the staffing level as it relates to the Contractor's activities and/or progress. If at any time during the execution of the work, the CONSTRUCTION MANAGER determines that a change in staff is required, a written request to modify his/her staff must immediately be submitted to the TOLLWAY's Project Manager. If the requested change in staffing levels would cause the total contract fee to be exceeded, he/she shall submit a written request for a change in the upper limit of compensation to the Chief Engineering

Officer.

This request shall include the following:

- A. Total man hours expended and monies due to date.
- B. Last approved Contractor's progress schedule.
- C. A detailed comparison of items A and B above.
- D. Documentation of facts leading to or requiring the change.
- E. Construction fee impact including:
 1. Labor
 2. Direct Cost
 3. Other

The CONSTRUCTION MANAGER shall not proceed with any change until it receives written authorization from the Chief Engineering Officer or his designee.

The CONSTRUCTION MANAGER shall be compensated based on the information provided in this proposal recognizing the fact that actual construction may extend beyond the schedule provided in Exhibit A.

In any event, including but not limited to strikes or Acts of God, whereby construction is curtailed or halted, the CONSTRUCTION MANAGER shall reduce the number of his employees assigned to the project to minimize construction engineering expenses to the TOLLWAY.

It is understood that the number of persons assigned to the Project by the CONSTRUCTION MANAGER may be reviewed by the TOLLWAY throughout the duration of the Project and that adjustments will be made if deemed necessary by the TOLLWAY.

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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER further agrees to assign employees to this project in a manner which will minimize engineering construction expenses to the Authority.

TERMS AND CONDITIONS - This document hereby incorporates by reference the "Contract" attached hereto and made a part hereof. The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall provide a copy of 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 CONSTRUCTION MANAGER 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 Contract. 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the CONSTRUCTION MANAGER fails to obtain prior written approval from the Chief Engineering Officer for an alternative INVOICE submission date. CONSTRUCTION MANAGER will request such approval or an INVOICE submittal extension no later than February 15th.

THIS PROPOSAL FOR CONSTRUCTION MANAGER SERVICES FOR

CONTRACT I-18-4380

SUBMITTED BY:

FIRM NAME: EXP U.S. Services, Inc.

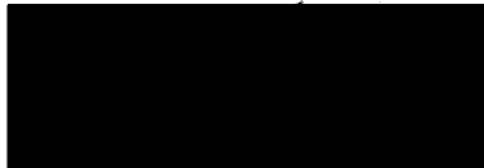
ADDRESS: 205 N. Michigan Avenue

**CITY, STATE &
ZIP CODE:** Chicago, Illinois 60601-5924

TELEPHONE: (312) 616-0000

FACSIMILE: (312) 616-6069

SIGNED BY:



PRINTED NAME: Timothy D. Neumann

TITLE: Executive Vice President



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: PSB 18-2; Item #6; I-18-4380

CONTRACTOR/CONSULTANT (NAME): Exp U.S. Services Inc.

1. PAYMENT TERMS AND CONDITIONS:

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

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

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

9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov/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

___ Exp U.S. Services 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.
	None

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

Agreed: Exp U.S. Services Inc.	Agreed:
By: Timothy D. Neumann, AIA, NCARB	By:
Signed: 	Signed:
Position: Executive Vice President	Position:
Date: April 23, 2018	Date:



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

Date: April 23, 2018 **Project Number:** I-18-4380; PSB 18-2 Item 6

Project Name: Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road)

**DELINQUENT DEBT REVIEW
CONTRACTOR/
CONSULTANT**

Sub-Contractor/Consultant Disclosure.

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

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

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

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

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

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: _____

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>
AES Services, Inc.		1359 Wind Energy Pass Batavia, IL 60510	Phase III Services	1.50%
Ark Engineering Associates LTD		6256 N Hoyne Ave #D Chicago, IL 60659	Phase III Services	1.50%
Aqua Vitae Engineering, LLC		125 S. Burton Pl. Arlington Heights, IL 60005	Erosion and Sediment Control & Phase III Services	2.0%

FLUIDCLARITY LTD.	1144 W Lake Street, Suite 303 Oak Park, IL 60301	Phase III Services	3.0%
Gaperec Elberts Consulting, LLC	9501 W. Devon Avenue, Suite 702, Rosemont, IL 60018	Phase III Services	2.0%
Garza Karhoff Engineering, LLC	120 N. LaSalle St., Suite 1410 Chicago, IL 60602	Phase III Services	3.0%
INTERRA, Inc.	600 Territorial Drive, Suite G Bolingbrook, IL 60440	QA Technician QA Material Lab	4.0%
Millennia Professional Services of Illinois, Ltd	2600 Warrenville Road, Suite 203 Downers Grove, IL 60515	Phase III Services	2.0%
Lakeshore Engineering, LLC	47 West Polk Street, Suite M6 Chicago, IL 60605	Phase III Services	1.50%
OSEH, Inc.	1116 Washington Blvd Oak Park, IL 60302	Phase III Services	1.50%
Tecma Associates Inc.	5519 N. Cumberland Avenue #1010 Chicago, IL 60656	Materials Coordinator	10.0%
V3 Companies, Ltd.	7325 Janes Avenue Woodridge, IL 60517	Phase III Services	8.0%

Signature: _____

Date: April 23, 2018

Printed Name: Timothy D. Neumann, AIA, NCARB

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name: N/A

Business Name: Exp U.S. Services Inc.

Taxpayer Identification Number:

Social Security Number: N/A

or

Employer Identification Number: 

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: December 4, 2018

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 23578

Exp U.S. Services Inc.

56 Queen Street East, suite 301

Brampton Ontario L6V 4M8

Information for this business last updated on:

Thursday, January 7, 2016

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



EXHIBIT "1"

Page 18 of 256

STATE OF ILLINOIS FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22042193 Procurement/Contract #: I-18-4380

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 that is active and not expired.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: 20078311 IPG Expiration Date: February 13, 2019

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).

Yes No

3. 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 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.

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 contract: Click here to enter text.

4. Disclosure of Current and Pending Contracts

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

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	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
See Attached	See Attached	See Attached	See Attached	See Attached
See Attached	See Attached	See Attached	See Attached	See Attached

5. Signature

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Exp U.S. Services Inc.

Phone: 312.616.0000

Street Address: 205 N. Michigan Avenue, Suite 3600

Email: timothy.neumann@exp.com

City, State, Zip: Chicago, IL 60601

Vendor Contact: Timothy D. Neumann, AIA, NCARB

Signature: _____

Date: December 4, 2018

Printed Name: Timothy D. Neumann, AIA, NCARB

Title: Executive Vice President



Disclosure of Current and Pending Contracts

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
IDOT	PTB 146, Item 29, IL 104 over the Illinois River at Meredosia, Phase I/II Engineering services which include Context Sensitive Solutions (CSS) for Structure Replacement, Morgan and Pike Counties	Current Project	\$5,400,000	D-96-016-08
IDOT	PTB 154, Item 7CB, IL 173 from West of IL 83 to East of I-94, Phase I Project, Lake County	Current Project	\$3,700,000	P-91-001-10
IDOT	PTB 158, Item 1, Central Avenue Corridor from 63rd Street to 87th Street, Environmental Assessment, Cook County	Current Project	\$3,000,000	P-91-242-11
IDOT	PTB 166, Item 4, L 83) from IL 120 to IL 137 at Atkinson Road, Phase II Project, Lake County	Current Project	\$1,100,000	D-91-237-11
IDOT	PTB 172, Item 3, I-55 at US 6, Phase III Project, Will County	Current Project	\$3,000,000	C-91-358-14
IDOT	PTB 181, Item 3, Phase I, IL 43 (Harlem Avenue) from 46th Street to south of 53 rd Street, Cook County	Current Project	\$2,000,000	P-91-456-14
IDOT	PTB 182, Item 5, I-90 at I-290/Congress Pkwy (Circle Interchange) Van Buren St. Bridge, Phase III Project, Cook County	Current Project	\$200,000	C-91-128-17
IDOT	PTB 186, Item 9, Bridge Rehabilitation Phase I/II Project, FAI-74 at ICRR/TR 158 (Oak St.) Over FAU 7169 (Market St.), Champaign County	Current Project	\$2,000,000	P-95-020-17/D-95-020-17
ISTHA	PSB 14-3, Item 3, Tri-State Tollway, Roadway Study, 95th Street (M.P. 17.5) to Cermak Road (M.P. 29.5)	Current Project	\$8,000,000	RR-14-4223
ISTHA	PSB 13-1, Item 15, I-90, Bridge and Ramp Reconstruction, IL 25. Construction Management Services	Current Project	\$4,999,060	I-13-4104
ISTHA	PSB 12-3, Item 6, Elgin O'Hare West Bypass, Design Upon Request. On-call and as-needed Phase II Engineering Services	Current Project	\$5,500,000	I-12-4043
ISTHA	PSB 13-4, Item 3, Elgin O'Hare Western Access, Design Upon Request. On-call and as-needed Phase II Engineering Services	Current Project	\$5,500,000	I-13-4624
ISTHA	PSB 17-2, Item 3, Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange. Phase II Engineering	Current Project	\$13,350,000	I-17-4676
UIUC	Noyes Lab Reno-Nanoscale Theory Center	Current Project	\$309,952	U13112
UIUC	Talbot Lab Upgrade	Current Project	\$600,000	QBS #PSSU15037
ISU	Julian Hall Data Center Mechanical Upgrade	Current Project	\$160,590	QBS010617
Contracts Pending				
IDOT	PTB 189, Item 5, Various Land Survey Projects, Various Routes, Various Counties	Contract Pending	\$200,000	D-91-344-18



Disclosure of Current and Pending Contracts

IDOT	PTB 189, Item 13, I-90/94 at I-290/Congress Pkwy (Jane Byrne Interchange) – Eastbound Ramps to I-90/94 Northbound, Phase III Project, Cook County	Contract Pending	\$400,000	C-91-190-14
ISTHA	PSB 18-2, Item 6, Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road). Construction Management Services	Contract Pending	\$13,200,000	I-18-4380
ISTHA	PSB 18-3, Item 7, Geotechnical Services Upon Request. On-call and as needed Geotechnical Services	Contract Pending	\$63,000	RR-18-4410
Proposals Pending				
ISTHA	PSB 18-4, Item 1, Design Corridor Manager Services (DCM) – EOWA Corridor (Illinois Route 390/I-490). Design Corridor Management Services	Proposal Pending	TBD	I-18-4700
IDOT	PTB 190, Item 11, FAP 350 IL 50 (Cicero Ave.) at BRC RR, Phase II Engineering, Cook County	Proposal Pending	TBD	D-91-055-19
IDOT	PTB 190, Item 12, Phase I, Various Safety Assessment Projects, Various Routes, Various Counties	Proposal Pending	TBD	P-91-025-19
IDOT	PTB 190, Item 14, Various Phase II Projects, Various Routes, Various Counties	Proposal Pending	TBD	D-91-060-19
IDOT	PTB 190, Item 17, Various Phase I Studies, Various Routes, Various Counties	Proposal Pending	TBD	P-91-031-19
IDOT	PTB 190, Item 18, (FAU 1453) Cermak Road Over IHB RR & Gardner Rd, 25th Ave, & Addison Creek, Phase II Project, Cook County	Proposal Pending	TBD	D-91-067-19
IDOT	PTB 190, Item 20, FAP 330 (US 12/20/45 - LaGrange Road) over Santa Fe Dr., S&S Canal, I&M Canal & ICG RR, Phase II Project, Cook County	Proposal Pending	TBD	D-91-066-19
IDOT	PTB 190, Item 21, Various Survey Projects, Various Routes, Various Counties	Proposal Pending	TBD	P-91-033-19
IDOT	PTB 190, Item 23, I-39 over Kishwaukee River - In-Depth Inspection, Installation of Sensors, Load Testing and Structural Evaluation, Winnebago County	Proposal Pending	TBD	BI-92-001-19
IDOT	PTB 190, Item 27, Bridge Replacement/ Rehabilitation, Adams Street over BNSF RR, U.P. RR and Clark Street in Peoria, Peoria County	Proposal Pending	TBD	P-94-017-17/D-94-039-17

Vendor Registration: View

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations
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EXP U.S. SERVICES Inc.

System Vendor Number: 20078311

Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	2/5/2018
STATUS	Accepted
REVIEWER	Andrew Shackelford
DATE REVIEWED	2/13/2018
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	2/13/2019
FLAG FORM	Add Flag

Settings

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

Entity Information

BUSINESS NAME	EXP U.S. SERVICES Inc.
CONTACT FOR THIS SUBMISSION	Christina Barrios (change contact)
PRIMARY CONTACT EMAIL	christina.barrios@exp.com
PHONE	312-616-7514
FAX	312-616-6069
COMPANY EMAIL	christina.barrios@exp.com
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	205 N. Michigan Ave. Suite 3600 Chicago, IL 60601 [edit address]

EXHIBIT "1"

Page 23 of 256

Vendor Registration: View Form

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

EXP U.S. SERVICES Inc.

System Vendor Number: 20078311

Return to Main Form

Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	2/5/2018
STATUS	Accepted
BUSINESS NAME	EXP U.S. SERVICES Inc.
POINT OF CONTACT	Christina Barrios
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	7/0
2. NAME OF CEO/BUSINESS OWNER	Ivan Dvorak	7/0
3. ANNUAL SALES/GROSS RECEIPTS	132,959,772	7/0
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	11/12/2009	7/0
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	7/0
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Amy Frankowski	7/0
CONTACT PERSON TITLE	Senior Business Development Coordinator	
CONTACT PERSON PHONE	312.616.7406	
CONTACT PERSON EMAIL	amy.frankowski@exp.com	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Chief Procurement Office (CPO)	7/0
	State Agency	
	State University	

EXHIBIT "1"

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations
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EXP U.S. SERVICES Inc.

System Vendor Number: 20078311

[Return to Main Form](#)

Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	2/5/2018
STATUS	Accepted
BUSINESS NAME	EXP U.S. SERVICES Inc.
POINT OF CONTACT	Christina Barrios
FLAG FORM	Add Flag

C. Small Business Set-Aside Program

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

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)[Refresh List](#) after attaching file(s).[Customer Support](#)

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Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations
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EXP U.S. SERVICES Inc.



System Vendor Number: 20078311

[Return to Main Form](#)


Vendor Registration

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	2/5/2018
STATUS	Accepted
BUSINESS NAME	EXP U.S. SERVICES Inc.
POINT OF CONTACT	Christina Barrios
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	574	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 134542-00 3/16/22	

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	
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Additional Information

STAFF ATTACHED FILE(S)

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

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations
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EXP U.S. SERVICES Inc.

System Vendor Number: 20078311

[Return to Main Form](#)

Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	2/5/2018
STATUS	Accepted
BUSINESS NAME	EXP U.S. SERVICES Inc.
POINT OF CONTACT	<u>Christina Barrios</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. PU

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 PU

N/A

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

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 PU

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 PU

Yes

EXHIBIT "1"

Page 27 of 256

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

EXHIBIT "1"

Page 28 of 256

Yes

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

Yes

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

N/A

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

29. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED REQUIREMENTS OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/20-160 AND 50-37 VENDOR WILL NOT MAKE EXHIBIT "1"

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

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

N/A

G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

23578

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

Vendor Registration: View Form

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

EXP U.S. SERVICES Inc.

System Vendor Number: 20078311

Return to Main Form

Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	2/5/2018
STATUS	Accepted
BUSINESS NAME	EXP U.S. SERVICES Inc.
POINT OF CONTACT	Christina Barrios
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? 10</p> <p style="margin-left: 20px;">No business operations to disclose.</p>

Additional Information
<p>STAFF ATTACHED FILE(S) Attach File</p> <p style="text-align: center; margin-top: 5px;">Refresh List after attaching file(s).</p>

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations
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EXP U.S. SERVICES Inc.

System Vendor Number: 20078311

Return to Main Form

Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	2/5/2018
STATUS	Accepted
BUSINESS NAME	EXP U.S. SERVICES Inc.
POINT OF CONTACT	<u>Christina Barrios</u>
FLAG FORM	<u>Add Flag</u>

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 70

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

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS? 70

Yes

Document	Status
Parent Form <u>Exp Global Disclosure with Schedule - Revised February 5 2018.pdf</u> (PDF, 355.53 KB)	Attached by Christina Barrios on 2/5/2018

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 70

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

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME? 70

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. <u>IPG Percentage of Ownership and Distributive Income Form.pdf</u> (PDF, 350.65 KB)	Attached by Christina Barrios on 1/10/2018

EXHIBIT "1"
Page 32 of 256

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.

Yes

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

Yes

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

Not applicable - For-Profit Entity

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

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - No individuals disclosed in question 1

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.

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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

No

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

No

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

No

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

No

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

No

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

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

[Customer Support](#)

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

Vendor Name: Exp U.S. Servivces Inc.

DBA: EXP U.S. Services Inc.

INSTRUCTIONS:

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Exp Global Inc.	56 Queen St. East, Suite 301 Brampton, ON, Canada L6V 4M8	100%	\$16,344,834	N/A	N/A
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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

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

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

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

Vendor Name	EXP US SERVICES INC.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	EXP Global Inc.
Disclosing Entity's Parent Entity	
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

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

**STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL**

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

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

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

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Please see attached Schedule "A"		Click here to enter text.	Click here to enter text.
Click here to enter text.			

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

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

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

**STEP 3
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: All names on Schedule A

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

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

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

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

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

Please provide the name of the person for which responses are provided: All names on Schedule A

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

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

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

**STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES**

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

Click here to enter text.

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

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

Please provide the name of the person or entity for which responses are provided: All names on Schedule A and EXP Global Inc.

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

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

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

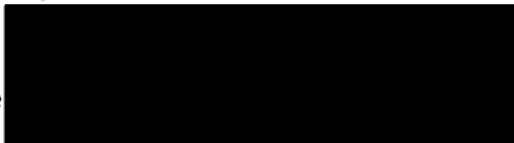
If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

**STEP 7
SIGN THE DISCLOSURE**

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

Name of Disclosing Entity: EXP Global Inc.

Signature



Date: February 5, 2018

Printed Name: Hae-Jin (Priscilla) Ahn

Title: General Counsel and Secretary

Phone Number: 905-796-3200

Email Address: Priscilla.ahn@exp.com

FIRST NAME	LAST NAME	REGION	CLASS A COMMON	CLASS A PREFERRED	% of Ownership	Value of Shares
DVORAK-EXP LLC		US	4,685,153		10.51885942	\$8,901,790.70
HYNEK	DVORAK	US	640,585	-	1.438207794	\$1,217,111.50
MARK	DVORAK	US	640,585	-	1.438207794	\$1,217,111.50
LLOYD	GONSALVES	CANADA	458,060	-	1.028412251	\$870,314.00
JAMES	LISCHKOFF	CANADA	445,900	-	1.001111258	\$847,210.00
VLADIMIR F	STRITESKY	CANADA	307,124	-	0.689538672	\$583,535.60
PIERRE	LASALLE	QUÉBEC	276,485	-	0.620749599	\$525,321.50
RONALD	BLANCHARD	QUÉBEC	260,205	-	0.584198598	\$494,389.50
NORMAND	BROUSSEAU	QUÉBEC	260,205	-	0.584198598	\$494,389.50
YVES	PEPIN	QUÉBEC	247,500	-	0.555674	\$470,250.00
JEAN-YVES	LAVOIE	QUÉBEC	246,455	-	0.55332782	\$468,264.50
ERIC	CHARRON	QUÉBEC	224,675	-	0.504428508	\$426,882.50
PIERRE	BEAUCHAMP	QUÉBEC	222,712	-	0.500021284	\$423,152.80
STANISLAUS (STAN)	GONSALVES	CANADA	222,712	-	0.500021284	\$423,152.80
JOHN	MCKEE	CANADA	214,833	-	0.482331767	\$408,182.70
ROBERT	GAUDREAU	QUÉBEC	206,140	-	0.4628147	\$391,666.00
BOTEL	CHIU	CANADA	203,727	-	0.457397159	\$387,081.30
MICHEL N	HOULE	QUÉBEC	203,390	-	0.456640545	\$386,441.00
JEAN-SYLVAIN	POUPART	QUÉBEC	195,140	-	0.438118078	\$370,766.00
ELIAS	KASSAB	QUÉBEC	192,500	-	0.432190889	\$365,750.00
JOHN	SAMIS	US	182,930	-	0.410704827	\$347,567.00
JOCELYN	MICHAUD	QUÉBEC	181,000	-	0.406371693	\$343,900.00
TIMOTHY D	NEUMANN	US	180,785	-	0.405888986	\$343,491.50
LOUIS	CREPEAU	QUÉBEC	176,000	-	0.395145955	\$334,400.00
DANIEL	NAPPERT	QUÉBEC	162,635	-	0.365139559	\$309,006.50
BYRON	DANLEY	US	161,370	-	0.362299448	\$306,603.00
MARC	DROUIN	QUÉBEC	158,945	-	0.356854965	\$301,995.50
JEAN-BENOIT	DUCHARME	QUÉBEC	158,345	-	0.355507877	\$300,855.50
GAETAN	COUTURE	QUÉBEC	152,130	-	0.341554285	\$289,047.00
MICHAEL	KOSKI	US	150,340	-	0.337535471	\$285,646.00
ROBERT	PETROV	CANADA	148,843	-	0.334174485	\$282,801.70
SYLVAIN	ALARY	QUÉBEC	148,610	-	0.333651366	\$282,359.00
PIERRE	LABBE	QUÉBEC	135,180	-	0.303499035	\$256,842.00
ROBERT J	STERN	US	134,015	-	0.300883439	\$254,628.50
JEAN	LAVIGNE	QUÉBEC	132,385	-	0.297223848	\$251,531.50
STEPHEN G	CHENG	CANADA	132,125	-	0.29664011	\$251,037.50
VAN HIEP	NGUYEN	QUÉBEC	131,780	-	0.295865534	\$250,382.00
REYNALD	CASTONGUAY	QUÉBEC	130,130	-	0.292161041	\$247,247.00
BRIAN	GRAY	CANADA	127,988	-	0.287351935	\$243,177.20
DONNA M	FLOERCHINGER	US	125,000	-	0.280643434	\$237,500.00
ISABELLE	MIREAULT	QUÉBEC	124,850	-	0.280306662	\$237,215.00
ANDRE	ARBOUR	QUÉBEC	122,485	-	0.274996888	\$232,721.50
RICHARD W	LALIBERTE	QUÉBEC	120,505	-	0.270551496	\$228,959.50
MARC	JULIEN	QUÉBEC	115,350	-	0.258977761	\$219,165.00
PETER	CHAN	CANADA	112,509	-	0.252599297	\$213,767.10
JEAN	COUTURE	QUÉBEC	110,165	-	0.247336671	\$209,313.50
DOMINIQUE	NADEAU	QUÉBEC	109,835	-	0.246595773	\$208,686.50
GLENN	COLLINS	QUÉBEC	103,070	-	0.23140735	\$195,833.00
KHURSHID	MIRZA	CANADA	101,200	-	0.227208924	\$192,280.00
TODD	WAGER	US	100,007	-	0.224530463	\$190,013.30
SEAN P	MCMAHON	US	100,000	-	0.224514747	\$190,000.00

FIRST NAME	LAST NAME	REGION	CLASS A COMMON	CLASS A PREFERRED	% of Ownership	Value of Shares
DAN	MCNICOLL	CANADA	97,294	-	0.218439378	\$184,858.60
MICHAEL	ROBERTS	CANADA	94,914	-	0.213095927	\$180,336.60
DARKO	STRAJIN	CANADA	87,706	-	0.196912904	\$166,641.40
VINCENT	LATENDRESSE	QUÉBEC	85,195	-	0.191275339	\$161,870.50
CAROLINE	GRAVEL	QUÉBEC	82,555	-	0.18534815	\$156,854.50
PIERRE	GRONDIN	QUÉBEC	82,500	-	0.185224667	\$156,750.00
DENIS	RANCOURT	QUÉBEC	81,565	-	0.183125454	\$154,973.50
NICOLE	CAMPEAU	QUÉBEC	77,576	-	0.17416956	\$147,394.40
DONALD	BONSANT	QUÉBEC	77,055	-	0.172999839	\$146,404.50
PAUL	GIBSON	US	74,250	-	0.1667022	\$141,075.00
NEIL W	CASTONGUAY	CANADA	72,644	-	0.163096493	\$138,023.60
NICOLAS	BELANGER	QUÉBEC	70,510	-	0.158305348	\$133,969.00
GREG	BODNARCHUK	CANADA	69,956	-	0.157061537	\$132,916.40
DONALD	SARGENT	CANADA	69,604	-	0.156271245	\$132,247.60
JEFF	HALL	CANADA	68,816	-	0.154502068	\$130,750.40
DEBORAH	WALTERS	US	67,000	-	0.150424881	\$127,300.00
ROBERT	LACHANCE	QUÉBEC	65,065	-	0.14608052	\$123,623.50
HUGH	NELSON	CANADA	64,024	-	0.143743322	\$121,645.60
RICHARD	PERREault	QUÉBEC	62,865	-	0.141141196	\$119,443.50
BENJAMIN	WEISS	CANADA	62,592	-	0.140528271	\$118,924.80
STEPHEN	WINCH	CANADA	61,431	-	0.137921654	\$116,718.90
ISMAIL	TAKI	CANADA	58,916	-	0.132275109	\$111,940.40
DENIS	LEMIEUX	QUÉBEC	58,680	-	0.131745254	\$111,492.00
GEORGE	KIRCHMAIR	CANADA	58,575	-	0.131509513	\$111,292.50
JAMES	PHIMISTER	CANADA	58,575	-	0.131509513	\$111,292.50
LUC	BERGERON	QUÉBEC	57,805	-	0.12978075	\$109,829.50
GLENN	GREENFIELD	CANADA	57,581	-	0.129277837	\$109,403.90
JEAN-PAUL	DROLET	QUÉBEC	56,705	-	0.127311087	\$107,739.50
			16,566,552	-	37.19	

Schedule "A"

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Mark Dvorak	c/o Jim Stern, One N. LaSalle Suite 1620 Chicago, IL 60602	32.5% (indirect ownership in the disclosing party)	\$5,668,006.85
Hynek Dvorak	c/o Jim Stern, One N. LaSalle Suite 1620 Chicago, IL 60602	32.5% (indirect ownership in the disclosing party)	\$5,668,006.85

Saintil, Keisha

From: Thomas, Mark
Sent: Wednesday, December 12, 2018 7:15 AM
To: Saintil, Keisha
Cc: Gomez, Graciela
Subject: RE: RE: I-18-4380 EXP US Services Inc. Certificate of Insurance_

Keisha,

The most recent insurance documentation submitted on behalf of exp U.S. Services, Inc. for contract I-18-4380 appears to meet Illinois Tollway standard professional services agreement insurance requirements.

Mark R. Thomas, CRIS
Construction Insurance Analyst
Illinois Tollway
(630) 241-6800 ext. 4474
mthomas@getipass.com
www.illinoistollway.com

From: Saintil, Keisha
Sent: Tuesday, December 11, 2018 2:29 PM
To: Thomas, Mark
Cc: Gomez, Graciela
Subject: RE: RE: I-18-4380 EXP US Services Inc. Certificate of Insurance_

Hello Mark,

Please see the updated revised COI for I-18-4380-EXP U.S. Services, Inc. Please advise.

Thank you,

Keisha

Keisha Saintil
Contract Anaylst
Illinois Tollway
2700 Ogden Avenue
Downers Grove, IL 60515
630-241-6800 ext. 4959

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2018

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.

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

PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA

CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com

INSURED exp U.S. Services, Inc. 205 N. Michigan Ave, Ste 3600 Chicago, IL 60601 USA

Table with 2 columns: INSURER(S) AFFORDING COVERAGE, NAIC#. Rows include XL Insurance America Inc, Continental Casualty Company, and AIG Insurance Company of Canada.

COVERAGES CERTIFICATE NUMBER: W9137824 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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Contract I-18-4380 Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road)

Illinois State Toll Highway Authority (ISTHA) is included as an Additional Insured as respects to General Liability and Automobile Liability. General Liability and Automobile Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured.

CERTIFICATE HOLDER CANCELLATION

Illinois State Toll Highway Authority 2700 Ogden Ave. 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 [Redacted Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization where required by written contract, but only to the extent that the named insured has agreed in writing prior to the occurrence or accident to provide insurance for such persons or organizations and then only with respect to liability for bodily injury or property damage caused by operations performed for such additional insured by or on behalf of the named insured.

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

- A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

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

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

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

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

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

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

B. Bail Bonds and Loss of Earnings

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

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

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

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

II. PHYSICAL DAMAGE COVERAGE

A. Towing

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

B. Transportation Expenses

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

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

C. Loss of Use Expenses

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

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

D. Personal Property

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

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

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

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

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



E. Rental Reimbursement

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

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

F. Hired "Autos"

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

5. Hired "Autos"

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

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

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

G. Airbag Coverage

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

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

H. Electronic Equipment

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

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

I. Diminution In Value

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

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

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

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

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

III. Drive Other Car Coverage – Executive Officers

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

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

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

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

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

IV. BUSINESS AUTO CONDITIONS

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

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

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

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

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

B. Concealment, Misrepresentation or Fraud

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

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

C. Policy Period, Coverage Territory

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

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

V. DEFINITIONS

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

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

Contract Information Sheet

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

Consultant Name: EXP U.S. Services, Inc.

Contract Number: I-18-4380

Proposal Date: 12/3/2018

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-18-4380

Consultant:

EXP U.S. Services, 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		
PM/RE			96	96	176	180	180	180	180	180	180	180	168	1616
Sr Eng						8			8				8	24
Rdwy Eng						8			8				8	24
ARE Sr			96	96	176	190	190	190	190	190	180	180	168	1666
ARE Road			96	96	176	190	190	190	190	190	180	180	168	1666
Doc Tech			96	96	176	190	190	190	190	190	180	180	168	1666
Surveyor			40	40	40	40	40	40	40	40	36	36	20	376
Survey Party Chief			96	96	176	190	190	190	190	190	180	180	168	1656
Tech Sr						190	190	190	190	190	180	180		1130
Tech Road						190	190	190	190	190	180	180		1130
TOTALS			520	520	920	1376	1360	1360	1376	1340	1306	876	10954	

Contract Number: I-18-4380

Consultant: EXP U.S. Services, Inc.

Contract Number: I-18-4380

Consultant: EXP U.S. Services, 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	
PM/RE	160	160	180	180	180	180	180	180	180	180	180	170	2110
Sir Eng			8			8						8	32
Rdwy Eng			8			8						8	32
ARE Sir	160	160	190	190	190	190	190	190	190	190	180	170	2190
ARE Road	160	160	190	190	190	190	190	190	190	190	180	170	2190
Doc Tech	160	160	190	190	190	190	190	190	190	190	180	170	2190
Surveyor													
Survey Party Chief	160	160	190	180	190	190	190	190	190	180	180	170	2170
Tech Sir			190	180	190	190	190	190	190	180	180	170	1850
Tech Road			80	180	190	190	190	180	180	180	180		1550
TOTALS	800	800	1226	1290	1320	1336	1320	1310	1326	1290	1260	1036	14314

Contract Number: I-18-4380

Consultant: EXP U.S. Services, Inc.

EXP U.S. Services, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
PM/RE	160	160	170	180	180	180	180	180	180	180	160	160	2070
Sir Eng			8			8							16
Rdwy Eng			8			8							16
ARE Sir	160	160	170	180	190	190	190	190	190	190	160	160	2130
ARE Road	160	160	170	180	190	190	190	190	190	190	160	160	2130
Doc Tech	160	160	170	180	190	190	190	190	190	190	160	160	2130
Surveyor													
Survey Party Chief	160	160	170	180	190	190	190	190	190	190	160	160	2130
Tech Sir			170	180	190	190	180	190	190	190	160	160	1800
Tech Road				180	190	190	180	190	180	180	160	160	1450
TOTALS	800	800	1036	1260	1320	1336	1300	1320	1310	1310	1120	960	13872

Contract Number: I-18-4380

Consultant:

EXP U.S. Services, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
PM/RE	160	160	170	170	170	180	180	180	160	160	160	160	160	2010
Sir Eng														
Rdwy Eng														
ARE Sir	160	160	170	170	170	190	190	190	160	160	160	160	160	2040
ARE Road	160	160	170	170	170	180	190	190	160	160	160	160	160	2030
Doc Tech	160	160	170	170	170	180	190	190	160	160	160	160	160	2030
Surveyor														
Survey Party Chief	160	160	170	170	170	180	190	190	32					1422
Tech Sir														
Tech Road														
TOTALS	800	800	850	850	850	910	940	940	672	640	640	640	640	9532

Contract Number: I-18-4380

Consultant:

EXP U.S. Services, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2023												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
PM/RE	160														160
Sr Eng															
Rdwy Eng															
ARE Sr	160														160
ARE Road															
Doc Tech	160														160
Surveyor															
Survey Party Chief															
Tech Sr															
Tech Road															
Tech Road															
TOTALS	480														480

Contract No.: I-18-4380 Consultant: EXP U.S. Services, 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/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

- 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) \$ 379,079.30

ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay **- Weekly (vehicle and hotel) –
Number of days on job site plus one day to travel to and from job site per week.

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the Tollway project manager.

NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: I-18-4380

Consultant: EXP U.S. Services, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Mark Mikrut, PE

Project Engineer: _____

Resident Engineer: Mark Mikrut, PE

Documentation Engineer: Dan Sicinski

Project Civil Engineer: Kenneth Antonson, PE

Project Structural Engineer: R. Shankar Nair, Ph.D., SE, PE, NAE

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

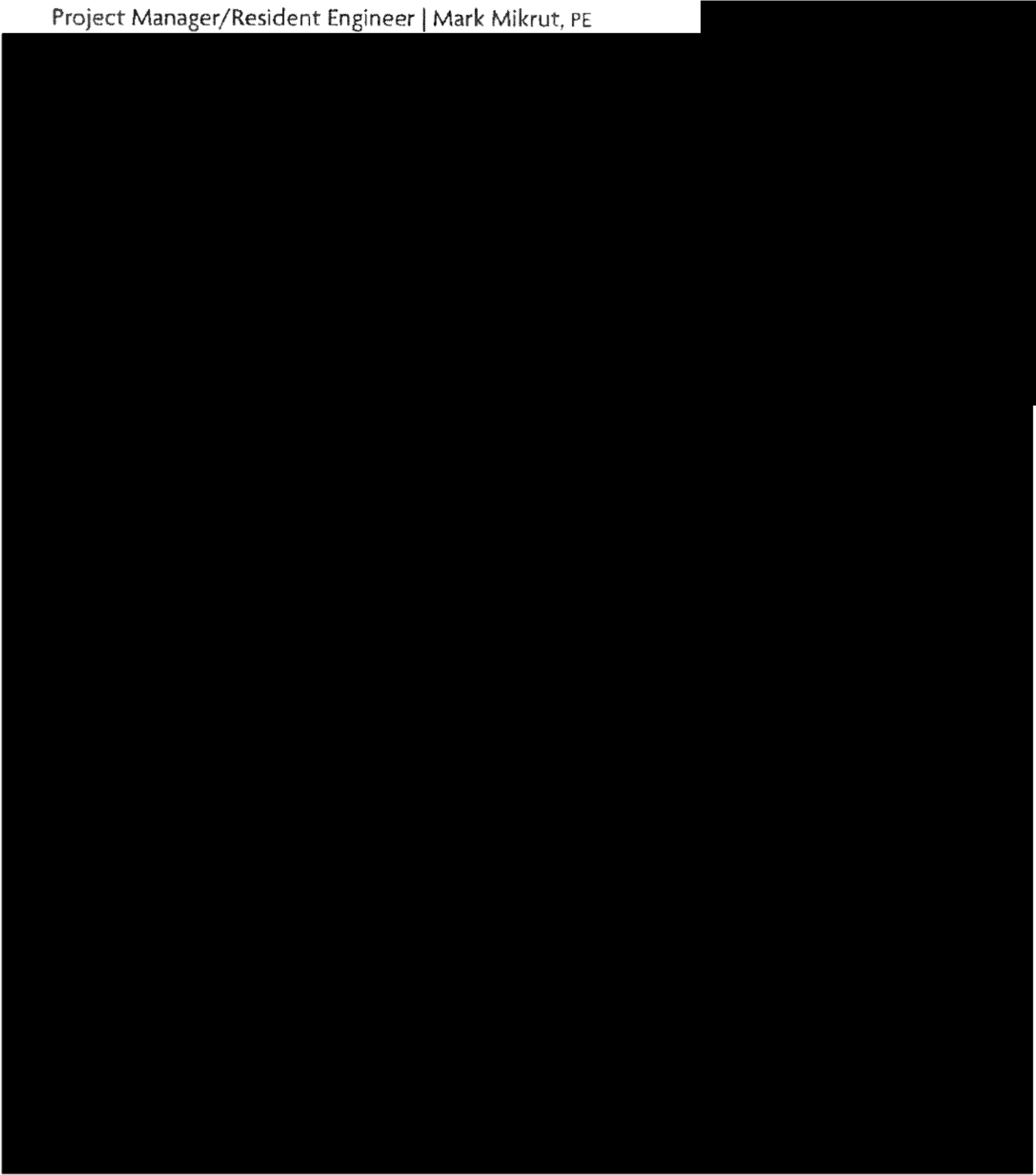
Classification: _____

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Classification: _____



Project Civil Engineer | Kenneth Antonson, PE

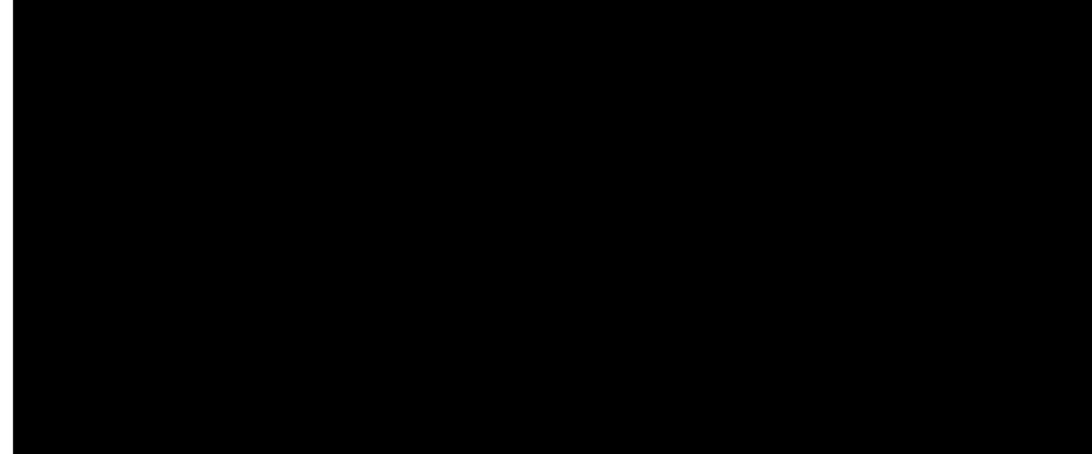
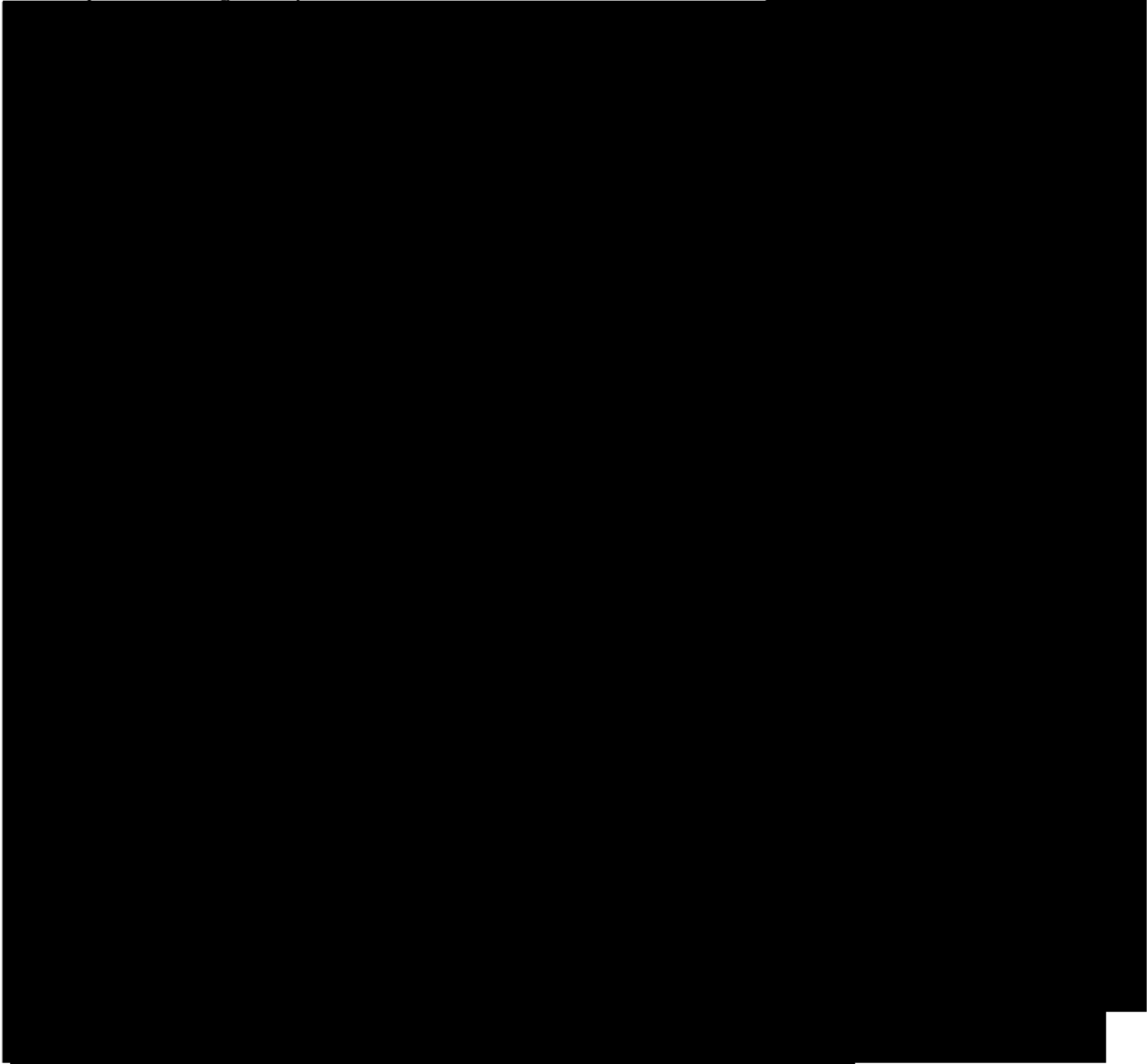


Exhibit F

Scope of Work

Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road)

Contract No. I-18-4380

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is for Phase III engineering services for proposed construction of the Elgin O'Hare Western Access (I-490) and Tri-State Tollway (I-294) interchange, including the widening and reconstruction of the Tri-State Tollway (I-294) between Grand Avenue and Wolf Road in DuPage and Cook Counties, Illinois. The CM Services are required for the following construction contract:

I-17-4339

Elgin O'Hare Western Access Tollway (I-490)
Roadway and Bridge Widening and Reconstruction
Tri-State Tollway (I-294)
S. of Grand Avenue to Wolf Road

The Consultant will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The CM shall furnish services in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.
2. In addition to the requirements listed in the CM Manual, the CM should monitor the Contractor's adherence to the DBE plan, request any changes to the DBE plan in writing from the Contractor, review any Contractor requested changes to the DBE plan, provide a recommendation to the Tollway, monitor the status of DBE documentation and coordinate the approval of such with the Tollway.

B. QUALITY ASSURANCE SERVICES

1. Construction management services are required to provide materials testing and quality assurance (QA) for the following Elgin O'Hare Western Access (EOWA) contracts: I-17-4339.
2. QA will be in accordance with the Tollway Construction Manager's Manual, Illinois State Toll Highway Authority (ISTHA) supplemental specifications, applicable contract special provisions, Illinois Department of Transportation (IDOT) standard specifications and all QC/QA specifications.

3. CM will be responsible for QA plant and jobsite testing of asphalt mixtures, concrete mixtures (except concrete mixtures at a precast facility), recycled concrete aggregates, and recycled asphalt aggregates. The CM is also responsible for off-site and job-site testing of embankment materials.

C. OTHER CONTRACT WORK

The Construction Manager and its subconsultants are precluded from managing and directly supervising work that they are performing under other Tollway contracts. The following shall apply:

The CM and its subconsultants can perform work on other Tollway projects provided that:

1. The Consultant does not serve as the Tollway's project manager overseeing work done by that consultant firm on another Tollway contract - specifically if the consultant reviews progress reports and invoices of a contract that has that consultant as a part of the team.
2. The Consultant does not review their own firm's work if that consultant firm is working on another Tollway contract.
3. Any other potential issue that a professional firm, professional individual or the Tollway reasonably determines is inappropriate shall not be allowed to occur.

II. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the CM Manual.

III. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

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

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Copies of ISTHA Standard Specifications, Standard Drawings, and ISTHA Design Criteria can be obtained from the Tollway's website.
4. Copy of contract documents for contracts referenced in Section I, above.

PROJECT SCHEDULE
Contract No. I-18-4380
Elgin O'Hare Western Access (I-490); Tri-State Tollway (I-294) – Grand Avenue to Wolf Road

SCHEDULE

1.	Proposal Meeting	6/15/2018
2.	CM Proposal Submittal	6/26/2018
3.	CM Proposal Approval	11/27/2018
4.	Board Award	12/20/2018
5.	Notice to Proceed	3/1/2019
6.	Construction Start Date	TBD
7.	Construction Contract Completion	TBD

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway CRP and MI projects. The System provides a number of benefits to the project participants, including:

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

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

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

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

record of activity.

5.0 Progress reports.

6.0 Inspection reports.

7.0 Requests for information, project clarifications, general communication and project related issues.

8.0 Meeting agendas, no later than 3 days before meeting.

9.0 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.

10.0 Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:

10.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf), black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.

10.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.

10.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.

10.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.

10.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners⁶	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

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

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

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

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

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

EXHIBIT G

Contract No. I-18-4380

EXP U.S. Services, 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
IL 104	Phase I/II, New Illinois River Bridge	\$5,400,000.00	\$20,000.00	4/1/2019
IL 173	Phase I, Environmental Assessment	\$4,400,000.00	\$239,000.00	4/1/2019
Central Ave	Phase I, Reconstruction and widening, new connector underpass	\$3,300,000.00	\$400,000.00	9/1/2019
IL 83	Phase II, Intersection Improvement	\$1,200,000.00	\$150,000.00	12/1/2019
I-55/US6	Phase III, Bridge / Interchange	\$3,700,000.00	\$25,000.00	12/15/2018
IL 43	Phase I, Bridge over I-55	\$2,000,000.00	\$1,200,000.00	10/10/2020
EOWA	Phase II, DUR	\$5,500,000.00	\$0.00	12/21/2018
EOWA	Phase II, DUR	\$5,500,000.00	\$620,000.00	12/1/2019
I-294	Master Plan for Central Tri-State from 95th Street to 22nd Street	\$8,040,000.00	\$10,000.00	3/1/2019
I-490/I-90	Phase II, New System to System Interchange	\$13,350,000.00	\$8,300,000.00	12/31/2020
ISTHA PMO	Program Management Office and Technical/Administrative Services	\$1,900,000.00	\$1,700,000.00	12/31/2024
Franlin Ave	Phase I/II, Reconstruction and widening	\$4,700,000.00	\$3,800,000.00	12/1/2021
EOWA	Phase III, I-294 Reconstruction and widening Grand to Wolf	TBD	TBD	TBD
Systemwide	Geotechnical Design Services	\$60,000.00	\$60,000.00	12/31/2020
I90at I290	Phase III, EB Ramp to NB I90/94	\$400,000.00	\$400,000.00	6/30/2020
Various	Landsurvey Projects	\$200,000.00	\$200,000.00	12/31/2021

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>AES Services, Inc.</u></p> <p>Direct Labor \$ 193,078.48</p> <p>Direct Costs \$ 9,539.31</p> <p>Services by Others \$ -</p> <p>Additional Services **</p> <p>Total this Subconsultant (ULC) \$ 202,617.79</p>	<p>6 <u>Interra, Inc.</u></p> <p>Direct Labor \$ 343,086.24</p> <p>Direct Costs \$ 197,005.91</p> <p>Services by Others \$ -</p> <p>Additional Services **</p> <p>Total this Subconsultant (ULC) \$ 540,092.15</p>
<p>2 <u>ARK Engineering Associates, LTD.</u></p> <p>Direct Labor \$ 191,685.06</p> <p>Direct Costs \$ 10,855.00</p> <p>Services by Others \$ -</p> <p>Additional Services **</p> <p>Total this Subconsultant (ULC) \$ 202,540.06</p>	<p>7 <u>Lakeshore Engineering, LLC</u></p> <p>Direct Labor \$ 191,150.96</p> <p>Direct Costs \$ 11,442.00</p> <p>Services by Others \$ -</p> <p>Additional Services **</p> <p>Total this Subconsultant (ULC) \$ 202,592.96</p>
<p>3 <u>FluidClarity, Ltd</u></p> <p>Direct Labor \$ 376,049.52</p> <p>Direct Costs \$ 28,953.06</p> <p>Services by Others \$ -</p> <p>Additional Services **</p> <p>Total this Subconsultant (ULC) \$ 405,002.58</p>	<p>8 <u>Millennia Professional Services</u></p> <p>Direct Labor \$ 253,777.50</p> <p>Direct Costs \$ 16,246.63</p> <p>Services by Others \$ -</p> <p>Additional Services **</p> <p>Total this Subconsultant (ULC) \$ 270,024.13</p>
<p>4 <u>Garza Karhoff Engineering, LLC</u></p> <p>Direct Labor \$ 381,827.21</p> <p>Direct Costs \$ 23,259.47</p> <p>Services by Others \$ -</p> <p>Additional Services **</p> <p>Total this Subconsultant (ULC) \$ 405,086.68</p>	<p>9 <u>OSEH Inc.</u></p> <p>Direct Labor \$ 191,366.28</p> <p>Direct Costs \$ 11,222.21</p> <p>Services by Others \$ -</p> <p>Additional Services **</p> <p>Total this Subconsultant (ULC) \$ 202,588.49</p>
<p>5 <u>Gasperec Elberts Consulting, LLC</u></p> <p>Direct Labor \$ 254,469.60</p> <p>Direct Costs \$ 15,709.55</p> <p>Services by Others \$ -</p> <p>Additional Services **</p> <p>Total this Subconsultant (ULC) \$ 270,179.15</p>	<p>10 <u>Tecma Associates, Inc.</u></p> <p>Direct Labor \$ 1,282,957.20</p> <p>Direct Costs \$ 67,090.15</p> <p>Services by Others \$ -</p> <p>Additional Services **</p> <p>Total this Subconsultant (ULC) \$ 1,350,047.35</p>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 4,050,771.34

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 4,050,771.34

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 30.01%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 30.01%

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)

<p>1 <u>Aqua Vitae Engineering, LLC</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 250,907.16</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ 19,115.50</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ 270,022.66</td></tr> </table>	Direct Labor	\$ 250,907.16	Direct Costs	\$ 19,115.50	Services by Others	\$ -	Additional Services **	-	Total this Subconsultant (ULC)	\$ 270,022.66	<p>6 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">-</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ -</td></tr> </table>	Direct Labor	-	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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<p>2 <u>Alfred Benesch and Company</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 172,032.00</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ 650.00</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ 172,682.00</td></tr> </table>	Direct Labor	\$ 172,032.00	Direct Costs	\$ 650.00	Services by Others	\$ -	Additional Services **	-	Total this Subconsultant (ULC)	\$ 172,682.00	<p>7 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ -</td></tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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<p>3 <u>V3 Companies, Ltd.</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 992,336.04</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ 87,707.17</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ 1,080,043.21</td></tr> </table>	Direct Labor	\$ 992,336.04	Direct Costs	\$ 87,707.17	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 1,080,043.21	<p>8 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ -</td></tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 1,522,747.87

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 1,522,747.87

Contract Information Sheet

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

Consultant Name: AES Services, Inc.

Contract Number: I-18-4380

Proposal Date: 12/3/2018

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: 1-18-4380

Consultant: AES Services, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Construction Inspector			160	172	172	180	180	170	80				1114
TOTALS			160	172	172	180	180	170	80				1114
												Grand Total Exhibit A Hours	1114

ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay **- Weekly (vehicle and hotel) – Number of days on job site plus one day to travel to and from job site per week.

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the Tollway project manager.

NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: I-18-4380

Consultant: AES Services, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-18-4380

AES Services, Inc.

SCOPE OF SERVICES

Project Description:

This project is for Phase III engineering services for proposed construction of the Elgin O'Hare Western Access (I-490) and Tri-State (I-294) interchange, including the widening and reconstruction of the Tri-State Tollway (I-294) between Grand Avenue and Wolf Road in DuPage and Cook Counties, Illinois. The CM Services are required for the following construction contract:

I-17-4339

Elgin O'Hare Western Access Tollway (I-490)
Roadway and Bridge Widening and Reconstruction
Tri-State Tollway (I-294)
S. of Grand Avenue to Wolf Road.

Subconsultant Services:

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4380

AES Services, 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
PTB 183 008	IDOT / C-91-174-17 I-55 and Weber Road	\$1,148,590.00	\$1,130,046.38	12/31/2020
CDOT	NLSD PHASE I STUDY E GRAND AVE TO W HOLLYWOOD	\$334,922.46	\$247,295.81	12/31/2018
PTB 185-02	IDOT - Phase II Various Various	\$766,802.87	\$635,502.87	12/31/2018
RR-15-9976R	ILTOL CDM Smith - Traffic Consultant	\$476,000.00	\$213,017.69	12/31/2019
CDOT	JACOBS B-3-515 Surface Transportation Planning Studies 38950	\$110,000.00	\$82,657.54	10/1/2019
CDOT	CIVILTECH B-1-625 Surface Transportation Planning Studies 38944	\$150,000.00	\$139,819.44	10/1/2019
CDOT	SAM SCHWARTZ - B-7-243 Surface Transportation Planning Studies 46217	\$99,200.00	\$68,446.49	10/1/2019
17-2 005	ILTOL BURNS&MAC I-17-4678 EOWA Pratt to Touhy	\$275,000.00	\$257,009.88	1/30/2020
I-17-4679	ILTOL STV I-17-4679 EOWA Western Access Interchange	-	-	-
I-17-4302	ILTOL V3/BAKER I-17-4302, I-294 Wolf Rd-O'hare Oasis	\$420,154.50	\$176,336.23	12/31/2022
I-15-4660	ILTOL HDR I-15-4660 LAS Services, Systemwide	\$270,000.00	\$270,000.00	-
I-12-4058	ILTOL PSB 12-3 024 SPACECO I-12-4058 Survey Services	\$60,000.00	\$60,000.00	-

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____ -
TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ _____ -
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ _____ -
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): _____
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): _____

EXHIBIT "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)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Alfred Benesch and Company

Contract Number: I-18-4380

Proposal Date: 12/3/2018

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: 1-18-4380

Consultant: Alfred Benesch and Company

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		
RFI's					6	6	6	6	6	6	6	6	6	48
Meetings					4			4			4			12
Shop Drawing Reviews					36	36	36	36	36	36	36	36	36	288
VE Reviews							40							40
TOTALS					46	42	82	46	42	42	46	42	42	388

Grand Total Exhibit A Hours 1280

Contract Number: 1-18-4380

Consultant: Alfred Benesch and Company

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	
RFI's	6	6	6	6	6	6	6	6	6	6	6	6	72
Meetings		4			4			4			4		16
Shop Drawing Reviews	36	36	36	36	36	36	36	36	36	36	36	36	432
VE Reviews							40						40
TOTALS	42	46	42	42	46	42	82	46	42	42	46	42	560

Contract Number: I-18-4380

Consultant: Alfred Benesch and Company

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
RFI's	6	6	6	6	6	6	6	5	5	5	5	5	67
Meetings		4			4			4			4		16
Shop Drawing Reviews	36	36	36	36	36	36	24						240
VE Reviews													
TOTALS	42	46	42	42	46	42	30	9	5	5	5	9	323

Contract Number: 1-18-4380

Consultant: Alfred Benesch and Company

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
RFI's	5													5
Meetings		4												4
Shop Drawing Reviews														
VE Reviews														
TOTALS	5	4												9

Contract No.: I-18-4380

Consultant: Alfred Benesch and Company

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>1,280.00</u> (Total Work Hours from Exhibit A)	<u>\$ 48.00</u> (Average Hourly Rate)	TOTAL DIRECT SALARY	\$ <u>61,440.00</u>
---------------------------------------------------------	----------------------------------------------	---------------------	---------------------

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

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>172,032.00</u>
-----------------------------------------------	----------------------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$ <u>650.00</u>
--------------------	------------------

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	\$ <u> -</u>
--------------------------	-----------------------------

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

	<u><u>\$ 172,682.00</u></u>
--	-----------------------------

Contract No.: I-18-4380 **Consultant:** Alfred Benesch and Company

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/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

- 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) \$ 650.00

ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay **- Weekly (vehicle and hotel) – Number of days on job site plus one day to travel to and from job site per week.

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the Tollway project manager.

NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: I-18-4380

Consultant: Alfred Benesch and Company

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-18-4380

Alfred Benesch and Company

SCOPE OF SERVICES

Project Description:

This project is for Phase III engineering services for proposed construction of the Elgin O'Hare Western Access (I-490) and Tri-State (I-294) interchange, including the widening and reconstruction of the Tri-State Tollway (I-294) between Grand Avenue and Wolf Road in DuPage and Cook Counties, Illinois. The CM Services are required for the following construction contract:

I-17-4339

Elgin O'Hare Western Access Tollway (I-490)
Roadway and Bridge Widening and Reconstruction
Tri-State Tollway (I-294)
S. of Grand Avenue to Wolf Road.

Subconsultant Services:

The Subconsultant will support the Consultant by providing as-needed post design services which shall include:

Preconstruction and coordination meeting participation

RFI, NCR and Value Engineering review

Shop Drawing and Submittal review of the following elements:

SN 1659 Ramp S2 Unit 1 Steel Shop Drawings

SN 1659 Ramp S2 Unit 2 Steel Shop Drawings

SN 1659 Ramp S2 Unit 1 Bearings (4 types)

SN 1659 Ramp S2 Unit 2 Bearings (7 types)

SN 1659 Ramp S2 Soil Retention at N. Abut

SN 1659 Ramp S2 Soil Retention at Pier 5

SN 1659 Modular Expansion Joints (3 different elements)

SN 287/288 TSRS Stage 1 (4 locations)

SN 287/288 TSRS Stage 2 (4 locations)

SN 287/288 TSRS Stage 3 (4 locations)

SN 285/286 Abutment Wraparound Walls

SN 285/286 TSRS Stage 1 (2 locations)

SN 285/286 TSRS Stage 2 (2 locations)

SN 285/286 TSRS Stage 3 (2 locations)

TS35.10R, SB MSE Shop drawings

TS35.15R, NB MSE Shop drawings

TS35.35R, SB (R) MSE Shop drawings

TS35.35R, NB (R) MSE Shop drawings

TS 35.84R, NB MSE Shop Drawings

IPDC Review

Electrical Shop Drawing Reviews

EXHIBIT G

Contract No. I-18-4380

Alfred Benesch & Company

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
P-91-190-07	PTB 143 – I-55 at Lorenzo Road	\$3,446,653	\$404,252	1/1/2020
D-93-029-07	PTB 145 - Phase I/II Various Structure Projs., Dist. 3	\$1,501,857	\$123,446	11/1/2017
P-91-597-10	PTB 157 – I-290 Widening Study (WSP USA, Inc.)	\$1,126,429	\$524,848	6/1/2018
D-94-088-06	PTB 152 – I-74/I-155 Interchange	\$5,596,887	\$182,159	7/1/2016
D-91-191-10	PTB 154 – IL-171/First Avenue	\$7,253,203	\$63,232	12/1/2019
P-91-599-10	PTB 156 – 95th & Stony, Phase I	\$1,549,259	\$67,088	12/1/2017
D-93-022-11	PTB 159 - IL-89 over Illinois River, Phase II	\$1,412,394	\$32,313	8/31/2016
I-11-4018	PSB 11-4 – Jane Adams Memorial Reconstruction – Higgins Rd to Randall Rd; I-90 DSE & DCM	\$11,545,793	\$113,031	4/1/2019
C-91-173-13	PTB 168 – Phase III Construction Inspection Services for U.S. 34 (Ogden Avenue) at the CNRR	\$4,661,156	\$55,145	5/1/2017
I-13-4104	PSB 13-1, Item 15 – I-90 Bridge & Ramp Reconstruction (IL 25)	\$12,156	\$11,105	12/1/2018
I-14-4188	PSB 14-1, Item 3 – I-90, IL 53 to Arlington Heights Rd. Widening	\$9,005,385	\$45,163	5/1/2019
I-14-4189	PSB 14-1 – Westbound Roadway & Bridge to IL 31 to the Fox River	\$91,000	\$46,151	6/1/2019
RR-14-9171	PSB 14-3 - Construction Management Services Upon Request (Sub to ESG)	\$360,000	\$176,664	12/31/2019
I-15-4656	PSB 15-2 - EOWA, I-294 to I-90, Tri-State and Franklin /Green Street, Phase II	\$24,442,011	\$8,887,925	5/31/2024
P-91-348-15	PTB 176 – Various Phase I Studies	\$847,411	\$339,479	10/19/2023
P-91-440-14	PTB 173 - IL 43 (Harlem Ave.), 63rd St. to 65th St.	\$564,365	\$447,381	7/1/2018
C-91-174-17	PTB 183 - Weber Road - Phase III - Weber Road at I-55 Interchange	\$10,399,476	\$9,425,223	12/31/2020

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT "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)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: ARK Engineering Associates, LTD.

Contract Number: I-18-4380

Proposal Date: 12/3/2018

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-18-4380

Consultant: ARK Engineering Associates, L.T.D.

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	
Construction inspection				80	190	190	190	195	190	190	180	72	1477
TOTALS				80	190	190	190	195	190	190	180	72	1477

Contract No.: I-18-4380

Consultant: ARK Engineering Associates, LTD.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>1,477.00</u> (Total Work Hours from Exhibit A)	<u>\$ 46.35</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$	<u>68,458.95</u>
---------------------------------------------------------	----------------------------------------------	------------------------	------------------

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

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>191,685.06</u>
-----------------------------------------------	----------------------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$	<u>10,855.00</u>
-----------------------	------------------

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$	<u>-</u>
-----------------------------	----------

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$	<u>-</u>
------------------------------	----------

(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$	<u><u>202,540.06</u></u>
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Contract No.: I-18-4380 Consultant: ARK Engineering Associates, LTD.

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/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

- 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) \$ 10,855.00

ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay **- Weekly (vehicle and hotel) – Number of days on job site plus one day to travel to and from job site per week.

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the Tollway project manager.

NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: I-18-4380

Consultant: ARK Engineering Associates, LTD.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-18-4380

ARK Engineering Associates, LTD.

SCOPE OF SERVICES

Project Description:

This project is for Phase III engineering services for proposed construction of the Elgin O'Hare Western Access (I-490) and Tri-State (I-294) interchange, including the widening and reconstruction of the Tri-State Tollway (I-294) between Grand Avenue and Wolf Road in DuPage and Cook Counties, Illinois. The CM Services are required for the following construction contract:

I-17-4339

Elgin O'Hare Western Access Tollway (I-490)
Roadway and Bridge Widening and Reconstruction
Tri-State Tollway (I-294)
S. of Grand Avenue to Wolf Road.

Subconsultant Services:

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4380

ARK Engineering Associates, 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
RR-13-4116	Reconstruction of I-88 between York Road	\$235,920.00	\$175,000.00	12/31/2020

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

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

2

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Direct Labor	<hr/>
Direct Costs	<hr/>

7

<hr/>	
Direct Labor	<hr/>
Direct Costs	\$ <u>-</u>

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	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black;"></td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs				Services by Others				Additional Services **				Total this Subconsultant (ULC)		\$	-
Direct Labor																					
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Services by Others																					
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Direct Costs		\$	-																		
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Direct Labor	\$																				
Direct Costs	\$	-																			
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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)		\$	-																		

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Aqua Vitae Engineering, LLC

Contract Number: I-18-4380

Proposal Date: 12/3/2018

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-18-4380

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

MONTHS of YEAR 2019

TASK	MONTHS of YEAR 2019												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Inspector						40	80	80	80	80	40	40					
TOTALS						40	80	80	80	80	40	40					440

Grand Total Exhibit A Hours 1990

TOTAL HOURS

Contract Number: 1-18-4380

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS OF YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Inspector	40	40	40	40	40	80	80	80	80	80	40	40	680
TOTALS	40	40	40	40	40	80	80	80	80	80	40	40	680

Contract Number: I-18-4380

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Inspector	24	24	40	40	48	48	80	80	80	80	80	40	32	616
TOTALS	24	24	40	40	48	48	80	80	80	80	80	40	32	616

Contract Number: 1-18-4380

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS OF YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Inspector	24	32	32	40	40	40	30	16					254
TOTALS	24	32	32	40	40	40	30	16					254

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/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5
- 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) \$ 19,115.50

ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay **- Weekly (vehicle and hotel) – Number of days on job site plus one day to travel to and from job site per week.

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the Tollway project manager.

NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: I-18-4380

Consultant: Aqua Vitae Engineering, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. I-18-4380

Aqua Vitae Engineering, LLC

SCOPE OF SERVICES

Project Description:

This project is for Phase III engineering services for proposed construction of the Elgin O'Hare Western Access (I-490) and Tri-State (I-294) interchange, including the widening and reconstruction of the Tri-State Tollway (I-294) between Grand Avenue and Wolf Road in DuPage and Cook Counties, Illinois. The CM Services are required for the following construction contract:

I-17-4339

Elgin O'Hare Western Access Tollway (I-490)

Roadway and Bridge Widening and Reconstruction

Tri-State Tollway (I-294)

S. of Grand Avenue to Wolf Road.

Subconsultant Services:

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4380

Aqua Vitae Engineering, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-18-4380	Elgin O'Hare Western Access, I-294 (Grand Avenue to Wolf Road) Construction Management Services	\$264,415.00	\$264,415.00	8/31/2021
I-18-4354	Systemwide Design and Construction Management Services for Landscape Services Upon Request. On call and as-needed Phase II Engineering Services and Construction Management Services.	\$160,000.00	\$160,000.00	12/31/2024
I-18-4356	Tri-State Tollway (I-294), Roadway and Bridge Rehabilitation and Widening, Wolf Road (MP 36.2 and the Balmoral Avenue (MP 40.0). Construction Management Services.	\$405,000.00	\$405,000.00	12/31/2020
I-18-4357	Tri-State Tollway, Construction Management Upon Request. On call and as-needed Construction Management Services.	\$200,000.00	\$200,000.00	12/31/2019
I-17-4300	Tri-State Tollway, Roadway Reconstruction, Roosevelt Road (MP 30.5) to St. Charles Road (MP 32.3)	\$770,000.00	\$703,084.00	12/31/2022
I-17-4306	Tri-State Tollway Bridge Rehabilitation, Repairs & Demolition, Various Locations	\$47,000.00	\$12,349.00	10/31/2022
I-17-4302	Tri-State Tollway Roadway Reconstruction and Bridge Rehabilitation, Wolf Rd (MP 36.2) to O'Hare Oasis (MP 37.8)	\$120,000.00	\$56,290.00	12/31/2022
MO-17-1238	Systemwide Pavement Roadway Management Services	\$483,000.00	\$459,815.00	12/31/2022
I-17-4677	Elgin O'Hare Western Access, Devon Avenue to Pratt Boulevard: Erosion & Sediment Control and Landscaping design.	\$159,620.00	\$142,600.00	4/30/2020
I-17-4674	Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange Westbound Collector Distributor Road: Erosion & Sediment Control and Landscaping design.	\$51,750.00	\$36,463.00	11/31/2019
RR-16-9198	Systemwide Construction Management Upon Request, Non-Roadway	\$60,000.00	\$60,000.00	12/31/2018
I-16-4257	Environmental Studies Upon Request: Environmental Inspector for erosion and sediment control, NPDES, IEPA, USACE, IDNR, and local storm sewer permits who has the experience to evaluate and recommend corrective actions in the field.	\$50,000.00	\$50,000.00	7/31/2021

	I-90 and Systemwide Construction Management Services Upon Request: Erosion & Sediment Control inspections and reporting.	\$30,000.00	\$13,200.00	12/31/2018
I-16-4249	I-90 at Roselle Road Interchange (MP 65.5), Construction Management Services	\$16,800.00	\$13,125.00	5/31/2018
I-14-4193	US 45 (Milburn Bypass) North of Milburn Road to North of Grass Lake Road, Phase III: Erosion & Sediment Control and USACE 404 field inspections and reporting.	\$49,730.73	\$49,730.73	12/31/2018
C-91-010-16	Various Maintenance Construction Engineering/Erosion and Sediment Control/Landscape Architecture for Various Projects: SWPPP review, ESC Field Meetings, Erosion & Sediment Control and USACE 404 Reporting for IDOT let projects throughout District 1.	\$97,336.77	\$85,000.00	3/31/2020
C-91-324-16	Various development and storm water management permits for a private property management co.	Time & Materials	Approx. \$4,000	12/31/2018
Private	Various urban infill land redevelopment projects: ESC inspections, storm water and Best Management Practices (BMPs) design and specifications.	Time & Materials	Approx. \$4,000	12/31/2018
Private	Various greenfield residential land development projects: ESC inspections, storm water and Best Management Practics (BMPs) design and specs.	Time & Materials	Approx. \$4,000	12/31/2018
Private LCFPD	Stream stabilization design and permitting.	\$13,600.00	\$4,100.00	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

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT "1"

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: FluidClarity, Ltd.

Contract Number: I-18-4380

Proposal Date: 12/3/2018

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: 1-18-4380 Consultant: FluidClarity, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Inspector			180	180	190	190	190	190	190	190	180	180	180	1860
TOTALS			180	180	190	190	190	190	190	190	180	180	180	1860

Contract No.: I-18-4380 **Consultant:** FluidClarity, Ltd.

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/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

- 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) \$ 28,953.06

ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2- way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay **- Weekly (vehicle and hotel) –
Number of days on job site plus one day to travel to and from job site per week.

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the Tollway project manager.

NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: I-18-4380

Consultant: FluidClarity, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-18-4380

FluidClarity, Ltd.

SCOPE OF SERVICES

Project Description:

This project is for Phase III engineering services for proposed construction of the Elgin O'Hare Western Access (I-490) and Tri-State (I-294) interchange, including the widening and reconstruction of the Tri-State Tollway (I-294) between Grand Avenue and Wolf Road in DuPage and Cook Counties, Illinois. The CM Services are required for the following construction contract:

I-17-4339

Elgin O'Hare Western Access Tollway (I-490)
Roadway and Bridge Widening and Reconstruction
Tri-State Tollway (I-294)
S. of Grand Avenue to Wolf Road.

Subconsultant Services:

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4380

FluidClarity 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
PTB 184-011	Various Phase I Drainage Studies	\$300,000.00	\$390,000.00	12/31/2020
PTB 174-004	Various Phase I Drainage Studies	\$300,000.00	\$10,000.00	9/31/2018
PSB 17-2				
PSB 16-3	Environmental Impact Statement Preparation	\$450,000.00	\$380,000.00	
PSB 17-3	TRI-STATE TOLLWAY ROADWAY RECONSTRUCTION I-55 RAMPS (M.P. 24.1) TO OGDEN AVENUE (M.P. 27.8)			8/1/2021
MO-17-2339	Underwater Inspections & Scour Analysis	\$117,000.00	\$65,000.00	12/1/2019
Contract I-11-4C	EOWB Design Corridor Manager	\$501,000.00	\$45,000.00	12/1/2018
PTB 159-030	Hydraulic & Structural Engineering Services	\$900,000.00	\$450,000.00	9/1/2022

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT "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)

1	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</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: right;">-</td> </tr> </table>	Direct Labor				Direct Costs				Services by Others				Additional Services **				Total this Subconsultant (ULC)		\$	-
Direct Labor																					
Direct Costs																					
Services by Others																					
Additional Services **																					
Total this Subconsultant (ULC)		\$	-																		

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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: Garza Karhoff Engineering, LLC

Contract Number: I-18-4380

Proposal Date: 12/3/2018

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-18-4380

Consultant: Garza Karhoff Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Civil Engineer			40	180	190	190	190	190	190	190	52		1412
TOTALS			40	180	190	190	190	190	190	190	52		1412

Contract No.: I-18-4380

Consultant: Garza Karhoff Engineering, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>2,982.00</u> (Total Work Hours from Exhibit A)	\$ <u>45.73</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>136,366.86</u>
---------------------------------------------------------	---------------------------------------------	------------------------------------------

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

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>381,827.21</u>
-----------------------------------------------	-----------------------------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$ <u>23,259.47</u>
--------------------	---------------------

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)

TOTAL	<u><u>\$ 405,086.68</u></u>
-------	-----------------------------

Contract No.: I-18-4380 **Consultant:** Garza Karhoff Engineering, LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

- 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) \$ 23,259.47

ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay ** - Weekly (vehicle and hotel) – Number of days on job site plus one day to travel to and from job site per week.

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the Tollway project manager.

NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: I-18-4380

Consultant: Garza Karhoff Engineering, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-18-4380

Garza Karhoff Engineering, LLC

SCOPE OF SERVICES

Project Description:

This project is for Phase III engineering services for proposed construction of the Elgin O'Hare Western Access (I-490) and Tri-State (I-294) interchange, including the widening and reconstruction of the Tri-State Tollway (I-294) between Grand Avenue and Wolf Road in DuPage and Cook Counties, Illinois. The CM Services are required for the following construction contract:

I-17-4339

Elgin O'Hare Western Access Tollway (I-490)

Roadway and Bridge Widening and Reconstruction

Tri-State Tollway (I-294)

S. of Grand Avenue to Wolf Road.

Subconsultant Services:

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4380

Garza Karhoff Engineering, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-12-4043	EOWA DUR	\$361,884.00	\$82,744.00	12/1/2020
PTB154-007	Phase 1 for IL 173 Widening	\$360,355.00	\$70,474.00	TBD
PTB158-003	Phase 2 IL Rt 22 Retaining Wall	\$70,746.00	\$2,347.00	TBD
I-17-4676	EOWA Northern System Interchange	\$1,339,800.00	\$774,191.00	5/20/2020
Spec 94825	CDOT Grand Ave Bridge over North Branch	\$172,798.00	\$94,910.00	TBD
PTB 181-03	IL43 Harlem Phase 1	\$118,463.00	\$92,581.00	12/1/2019

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT "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)

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

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

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

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

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

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

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

9	_____						
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	Additional Services **	\$			-		
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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: Gasperec Elberts Consulting, LLC

Contract Number: I-18-4380

Proposal Date: 12/3/2018

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-18-4380

Consultant: Gasperec Eiberts Consulting, LLC

Gasperec Eiberts Consulting, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Field Engineer		80	200	200	200	200	200	200	200	200	200	200	160	2040
TOTALS		80	200	200	200	200	200	200	200	200	200	200	160	2040

Contract No.: I-18-4380

Consultant: Gasperec Elberts Consulting, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>2,040.00</u>	\$ <u>44.55</u>		
(Total Work Hours from Exhibit A)	(Average Hourly Rate)	TOTAL DIRECT SALARY \$	<u>90,882.00</u>

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

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>254,469.60</u>
----------------------------------------	----------------------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$ <u>15,709.55</u>
--------------------	---------------------

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS	\$ <u>-</u>
--------------------------	-------------

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

MAXIMUM ALLOWABLE FEE	\$ <u>270,179.15</u>
------------------------------	-----------------------------

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/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5
- 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) **\$ 15,709.55**

ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay **- Weekly (vehicle and hotel) –
Number of days on job site plus one day to travel to and from job site per week.

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the Tollway project manager.

NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: I-18-4380

Consultant: Gasperec Elberts Consulting, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-18-4380

Gasperec Elberts Consulting, LLC

SCOPE OF SERVICES

Project Description:

This project is for Phase III engineering services for proposed construction of the Elgin O'Hare Western Access (I-490) and Tri-State (I-294) interchange, including the widening and reconstruction of the Tri-State Tollway (I-294) between Grand Avenue and Wolf Road in DuPage and Cook Counties, Illinois. The CM Services are required for the following construction contract:

I-17-4339

Elgin O'Hare Western Access Tollway (I-490)
Roadway and Bridge Widening and Reconstruction
Tri-State Tollway (I-294)
S. of Grand Avenue to Wolf Road.

Subconsultant Services:

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4380

Gasperec Elberts Consulting, 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
P-2017-07	Construction Inspection for City of Department of Water Mgmt sewer project	\$53,370.99	\$53,370.99	9/30/2018
E-8-306	Construction Inspection for City of Chicago Department of Transportation	\$88,539.75	\$88,539.75	9/30/2018
I-18-4356	Construction Inspection for the Tollway I-294 Road and Bridge Rehab	\$600,000.00	\$600,000.00	12/31/2020
RR-18-9008	Systemwide Design Upon Request	\$60,000.00	\$60,000.00	12/31/2020
RR-18-4383	Planning Upon Request - Task Orders	\$250,000.00	\$250,000.00	6/30/2023
I-18-4380	CM Services - Elgin O'Hare Western Access	\$264,432.40	\$264,432.40	12/31/2019
RR-18-4381	Survey - Reagan Memorial Tollway, Pavement and Structural Preservation and Rehabilitation	\$51,310.40	\$51,310.40	11/30/2018
Other	Various Design and Survey work for public and private clients	\$270,000.00	\$135,000.00	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

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

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

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

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

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

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

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

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

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

<u>10</u>			
Direct Labor	_____		
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 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)

1	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="width: 5%;"></td> <td style="width: 25%; border-bottom: 1px solid black;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Services by Others</td> <td></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-
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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: Interra Inc.

Contract Number: I-18-4380

Proposal Date: 12/3/2018

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-18-4380 Consultant: Interra 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		
Project Manager						4	4	4	4	4	4	4	4	28
Admin. Assistant						8	8	8	8	8	8	8	8	52
Staff Engineer					8	8	8	8	8	8	8	8	8	60
Material Field Tech						60	80	100	100	100	80	40		560
TOTALS					8	80	100	120	120	120	100	52		700

Contract Number: I-18-4380

Consultant: Interra 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		
Project Manager	4	4	4	4	4	4	4	4	4	4	4	4	4	48
Admin. Assistant	4	4	4	4	4	4	4	4	4	4	4	4	4	76
Staff Engineer	4	4	4	4	4	4	4	4	4	4	4	4	4	88
Material Field Tech	20	20	50	80	100	100	100	100	100	100	100	100	80	950
TOTALS	32	32	66	98	116	120	120	120	120	120	120	120	100	1162

Contract Number: I-18-4380

Consultant: Interra Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Project Manager	4	4	4	4	4	4	4	4	4	4	4	4	4	48
Admin. Assistant	4	4	4	4	4	8	8	8	8	8	8	8	8	72
Staff Engineer	4	4	4	8	8	8	8	8	8	8	8	4	4	76
Material Field Tech	15	15	20	25	50	100	100	100	100	100	25	15	15	665
TOTALS	27	27	32	41	66	120	120	120	120	120	41	27	27	861

Contract Number: I-18-4380 Consultant: Interra Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager	4	4	4	4	4	4	4	4					
Admin. Assistant	4	4	4	4	4	4	4	4					
Staff Engineer	4	4	8	8	4	4	4						
Material Field Tech	15	20	20	40	40	40	20						
TOTALS	27	32	36	56	52	52	32	8					295

Contract No.: I-18-4380 Consultant: Interra 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/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5
- 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

(See attached Lab Cost Sheet for Unit Rates)

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) **\$ 197,005.91**



PSB 18-2 Item 6 (I-18-4380)

Direct Costs

MISC

Premium OT for Materials Field Technician	Hour	\$	25.39
Premium Night Differential for Materials Field Technician	Hour	\$	7.62
Premium Night OT for Materials Field Technician	Hour	\$	36.82
Nuclear Density Gauge Rental -Compaction	Day	\$	45.00
Mobilization of Core Rig (includes travel time and mileage)	Trip	\$	300.00
Rental of Core Rig	Trip	\$	150.00
Vehicle/Truck	Day	\$	65.00

LABORATORY TESTING

Soils

Natural Moisture Content	Each	\$	15.00
Modified Proctor Tests (AASHTO T180)	Each	\$	300.00
Standard Proctor Tests (AASHTO T99)	Each	\$	225.00
Atterberg Limits	Each	\$	125.00
Grain Size with Hydrometer	Each	\$	200.00
Organic Content (Muffle Furnace)	Each	\$	75.00
Organic Content (Wet Combustion)	Each	\$	135.00
Soils Modification Mix Design	Each	\$	5,000.00
pH Determination	Each	\$	50.00
Percent Passing No. 200	Each	\$	110.00
Illinois Bearing Ratio (including two specimens & proctor)	Each	\$	650.00
Unconfined Compressive Strength	Each	\$	75.00

Aggregates

Gradation (Dry)	Each	\$	115.00
Gradation (Wash)	Each	\$	165.00
PGE Gradation (Wash)	Each	\$	375.00
Slag Count including ignition	Each	\$	220.00
Aggregate Specific Gravity & Absorption (Coarse & Fine)	Each	\$	275.00
Aggregate Specific Gravity & Absorption (RAP-Vaccum Method)	Each	\$	300.00
Resistance of Coarse/Fine Aggregate to Degradation by Abrasion using Micro-Deval Apparatus	Each	\$	400.00

Concrete

Compressive Strength of Test Cylinders using neoprene pads	Each	\$	30.00
Compressive Strength, Sulfur Capped	Each	\$	50.00
Compressive Strength, Mortar Cubes	Each	\$	30.00
Flexural Strength	Each	\$	55.00
PCC Mix Design Verification	Each	\$	750.00

Hot Mixed Asphalt

Maximum Specific Gravity, Gmm (Average of 2 Tests)	Each	\$	225.00
Bulk Specific Gravity, Gmb (Average of 2 Tests)	Each	\$	275.00
HMA Air Voids (2 Gmm, 2 Gmb & Voids)	Each	\$	500.00
Core Analysis (Density & Thickness) single core	Each	\$	75.00
Core Analysis (Reflux, Density & Thickness) single core	Each	\$	375.00
Extraction with Wash Gradation - Ignition Burn	Each	\$	225.00
Extraction with Wash Gradation - Reflux Method	Each	\$	300.00
Extraction With Wash gradation - Centrifuge Method	Each	\$	350.00
Extraction with Wash Gradation - Asphalt Analyzer	Each	\$	350.00
Extraction and Wash Gradation - RAS	Each	\$	380.00
Asphalt Content - Nuclear Method	Each	\$	280.00
HMA Moisture content (AASHTO T 110-03)	Each	\$	250.00
Draindown Test	Each	\$	175.00
Hamburg Wheel Test Cores includes prep (All Cycles, 50C)	Each	\$	800.00
Hamburg Wheel Test Prepared/Premade Samples (All Cycles, 50C)	Each	\$	600.00
Hamburg Wheel Test Loose HMA (All Cycles, 50C)	Each	\$	1,000.00

Exhibit D
Contract I-18-4380
Interra, Inc.
Lab Test Estimate

PCC 3,000 SY / Day	30
Misc PCC	60
Str PC 50CU/Day	190
Concrete Days	<u>280</u>

Cylinders (4 per day)	\$30
Gradation	\$165

HMA 1000ton/day = 32 days

Max Specific Gravity	\$225
Bulk Spec Gravity	\$275
Voids	\$500
Extraction	\$300
Core Analysis	\$75

Test Strip 5	\$1,000
--------------	---------

Soils, Each	15
Proctor	\$225
Attenberg	\$125
Moisture	\$300
Organic Content	\$135

Aggregates	5
Gradation	\$165
Proctor	\$225

GRAND TOTAL..... **\$106,975**

ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay **- Weekly (vehicle and hotel) –
Number of days on job site plus one day to travel to and from job site per week.

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the Tollway project manager.

NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: I-18-4380

Consultant: Interra Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Tom Wujcik

Classification: Materials QA Technician

Name: _____

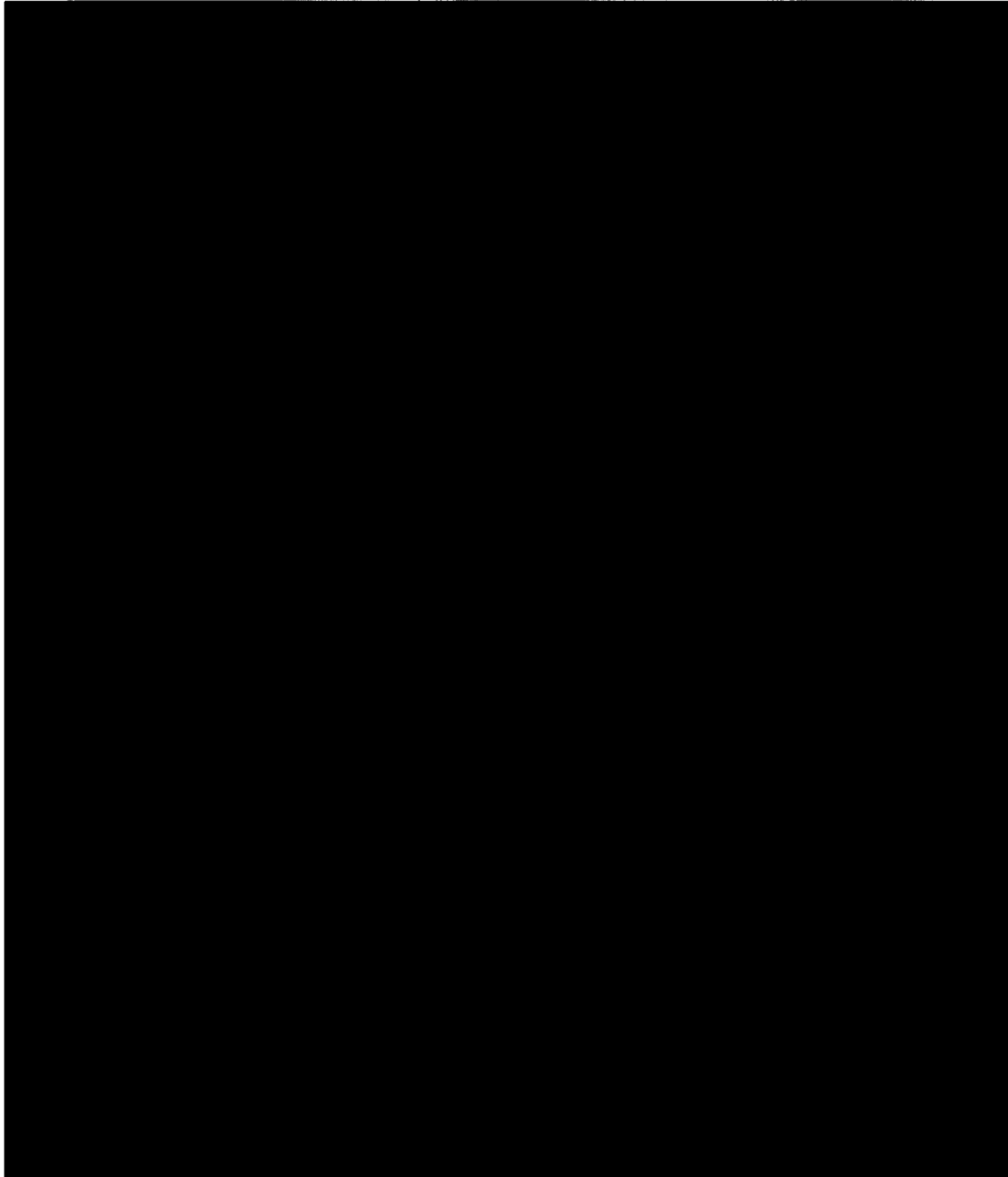
Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____



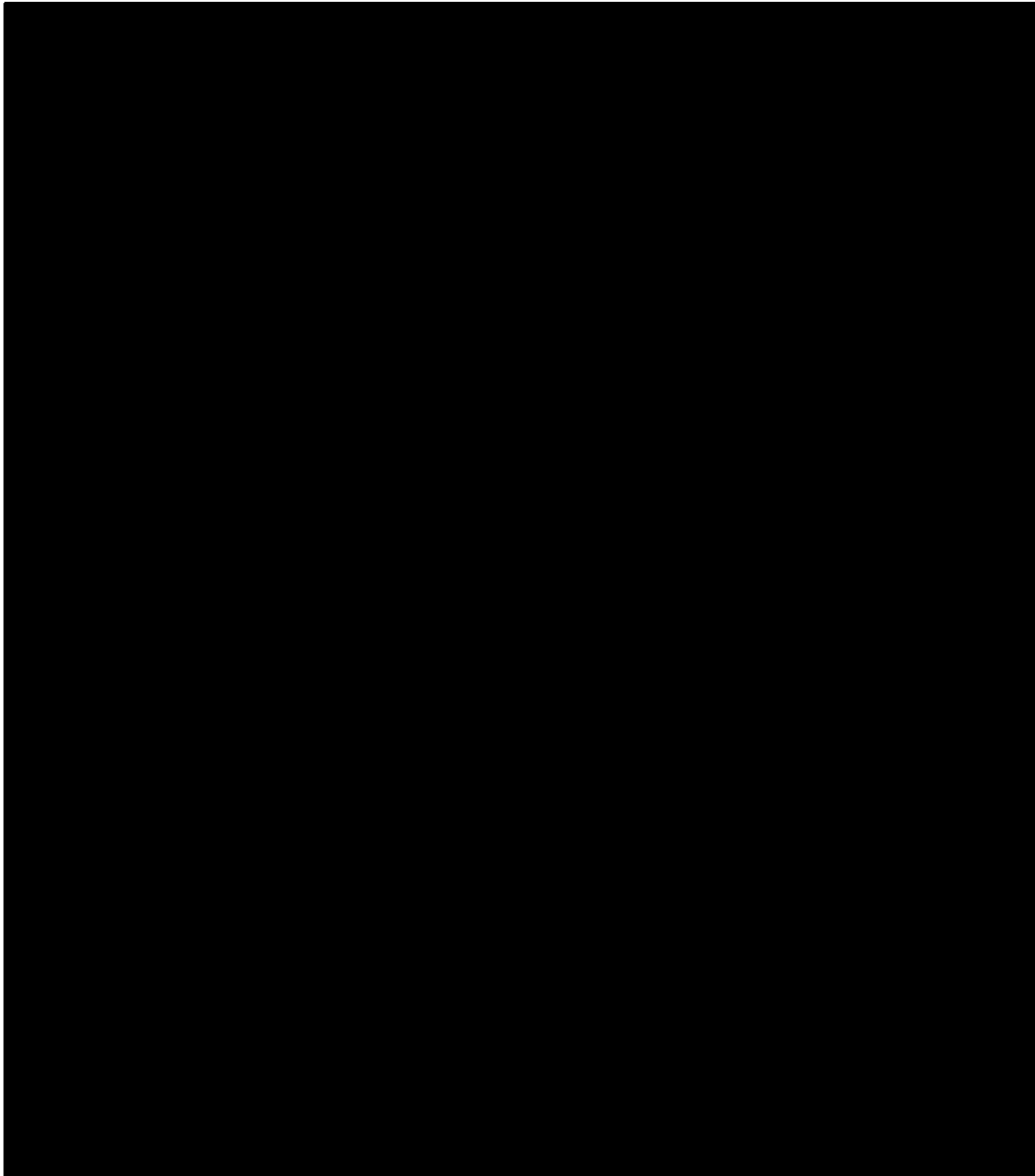


EXHIBIT F

Contract No. I-18-4380

Interra Inc.

SCOPE OF SERVICES

Project Description:

This project is for Phase III engineering services for proposed construction of the Elgin O'Hare Western Access (I-490) and Tri-State (I-294) interchange, including the widening and reconstruction of the Tri-State Tollway (I-294) between Grand Avenue and Wolf Road in DuPage and Cook Counties, Illinois. The CM Services are required for the following construction contract:

I-17-4339

Elgin O'Hare Western Access Tollway (I-490)

Roadway and Bridge Widening and Reconstruction

Tri-State Tollway (I-294)

S. of Grand Avenue to Wolf Road.

Subconsultant Services:

The Subconsultant will support the Consultant by performing materials testing and quality assurance (QA) for the project.

QA will be in accordance the Tollway Construction Manager's Manual, Illinois State Toll Highway Authority (ISTHA) supplemental specifications, applicable contract special provisions, Illinois Department of Transportation (IDOT) standard specifications and all QC/QA specifications.

Subconsultant will be responsible for QA plant and jobsite testing of asphalt mixtures, concrete mixtures (except concrete mixtures at a precast facility), recycled concrete aggregates, and recycled asphalt aggregates. The Subconsultant is also responsible for off-site and job-site testing of embankment materials.

EXHIBIT G

Contract No. I-18-4380

Interra Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-14-4195	Material Testing	\$3,750,000.00	\$3,250,000.00	12/31/2019
RR-15-4242	Material Testing	\$845,000.00	\$215,000.00	12/31/2018
RR-16-4269	Material Testing	\$78,000.00	\$10,000.00	12/31/2018
RR-14-5704	Material Testing	\$500,000.00	\$225,000.00	12/31/2019
RR-16-4280	Material Testing	\$60,000.00	\$31,000.00	12/31/2018
I-17-4674	Geotechnical	\$88,107.00	\$22,000.00	12/31/2018
RR-17-4292	Material Testing	\$38,440.00	\$16,000.00	12/31/2018
I-17-4310	Design	\$14,388.00	\$10,000.00	12/31/2018
RR-16-4254	Material Testing	\$258,081.00	\$70,000.00	12/31/2018
RR-17-4314	Material Testing	\$166,205.00	\$42,500.00	12/31/2019
I-18-4357	Material Testing	\$150,000.00	\$92,000.00	12/31/2019
I-17-4326	Material Testing	\$20,000.00	\$5,200.00	12/31/2018
DOT Variou:	Material Testing	\$1,500,000.00	\$1,150,000.00	12/31/2020
Weber Road	Material Testing	\$895,000.00	\$875,000.00	12/31/2021
159th Street	Material Testing	\$1,005,000.00	\$130,000.00	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.

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL 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)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Lakeshore Engineering, LLC

Contract Number: I-18-4380

Proposal Date: 12/3/2018

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-18-4380

Consultant: Lakeshore Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

		MONTHS of YEAR 2020												TOTAL HOURS
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Sen. Const. Inspect.				40	175	176	176	176	176	176	175	160		1430
TOTALS				40	175	176	176	176	176	176	175	160		1430

Contract No.: I-18-4380

Consultant: Lakeshore Engineering, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>1,430.00</u>	<u>\$ 47.74</u>	TOTAL DIRECT SALARY \$	<u>68,268.20</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 \$ 191,150.96

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 11,442.00

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ _____ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 202,592.96

Contract No.: I-18-4380 Consultant: Lakeshore Engineering, LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. VEHICLE REIMBURSEMENT - rate based on link below**
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https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5
- 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) **\$ 11,442.00**

ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
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2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
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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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay ** - Weekly (vehicle and hotel) –
Number of days on job site plus one day to travel to and from job site per week.

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the Tollway project manager.

NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. I-18-4380

Lakeshore Engineering, LLC

SCOPE OF SERVICES

Project Description:

This project is for Phase III engineering services for proposed construction of the Elgin O'Hare Western Access (I-490) and Tri-State (I-294) interchange, including the widening and reconstruction of the Tri-State Tollway (I-294) between Grand Avenue and Wolf Road in DuPage and Cook Counties, Illinois. The CM Services are required for the following construction contract:

I-17-4339

Elgin O'Hare Western Access Tollway (I-490)

Roadway and Bridge Widening and Reconstruction

Tri-State Tollway (I-294)

S. of Grand Avenue to Wolf Road.

Subconsultant Services:

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4380

Lakeshore Engineering, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-17-4680	ISTHA Elgin-O'Hare western Access	\$195,692.00	\$195,682.00	12/1/2019
RR-16-4277	ISTHA Tri-State Tollway (I-94), Pavement and Structural Preservation and rehabilitation, Half Day Road to Lake-Cook Road - CM Services	\$190,931.00	\$190,931.00	12/1/2019
CDOT	Various CDOT CM & Design Services	\$1,051,539.00	\$263,000.00	12/31/2020
Metra	Various Metra CM Projects	\$507,996.00	\$219,000.00	12/31/2019
NICTD	Project Administration Services	\$470,000.00	\$470,000.00	6/30/2023
IDOT	Program Manager-CREATE 75th Street CIP	TBD	N.A.	12/31/2022
CPS	Architect & Engineer of Record	TBD	N.A.	12/31/2022

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

1

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Millennia Professional Services

Contract Number: I-18-4380

Proposal Date: 12/3/2018

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-18-4380 Consultant: Millennia Professional Services

EXHIBIT A: ESTIMATED TASK WORK HOURS

MONTHS of YEAR 2021												Grand Total Exhibit A Hours	2159
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS
Inspector			40	180	180	180	180	180	180	174	80		1369
TOTALS			40	180	180	180	180	180	180	175	80		1369

Contract Number: I-18-4380 Consultant: Millennium Professional Services

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Inspector				120	170	170	170	170	160				790
TOTALS				120	170	170	170	170	160				790

Contract No.: I-18-4380

Consultant: Millennia Professional Services

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>2,159.00</u> (Total Work Hours from Exhibit A)	\$ <u>41.98</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>90,634.82</u>
---------------------------------------------------------	---------------------------------------------	-----------------------------------------

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	\$ <u>253,777.50</u>
----------------------------------------	----------------------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$ <u>16,246.63</u>
--------------------	---------------------

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	\$ <u>-</u>
--------------------------	-------------

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)	\$ <u>270,024.13</u>
---------------------------------------------------------------	-----------------------------

Contract No.: I-18-4380 Consultant: Millennia Professional Services

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

- 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) \$ 16,246.63

ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay **- Weekly (vehicle and hotel) –
Number of days on job site plus one day to travel to and from job site per week.

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the Tollway project manager.

NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: I-18-4380

Consultant: Millennia Professional Services

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. I-18-4380

Millennia Professional Services

SCOPE OF SERVICES

Project Description:

This project is for Phase III engineering services for proposed construction of the Elgin O'Hare Western Access (I-490) and Tri-State (I-294) interchange, including the widening and reconstruction of the Tri-State Tollway (I-294) between Grand Avenue and Wolf Road in DuPage and Cook Counties, Illinois. The CM Services are required for the following construction contract:

I-17-4339

Elgin O'Hare Western Access Tollway (I-490)

Roadway and Bridge Widening and Reconstruction

Tri-State Tollway (I-294)

S. of Grand Avenue to Wolf Road.

Subconsultant Services:

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4380

Millennia Professional Services

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
4658	EOWA, I-294 to I-90 Bensenville Yard,	\$2,031,380.00	\$2,022,426.08	On Hold
4242	Materials Engineering Services Upon Request	\$520,000.00	\$315,000.00	12/31/2019
4646	Land Acquisition and Surveying Services Upon Request - System wide	\$180,000.00	\$165,000.00	6/30/2020
4274	IL 47 over I-77, Phase II	\$349,142.00	\$23,000.00	12/21/2018
4680	EOWA, IL 390 from IL 83 to York Road, Phase III	\$652,300.00	\$652,300.00	6/30/2020
4117	Regan Memorial - East West Connector, Phase III	\$29,000.00	\$29,000.00	5/30/2019
9206	Materials Engineering Services Upon Request	\$596,250.00	\$596,250.00	12/31/2023
4380	EOWA and I-294 Phase III	\$264,625.00	\$265,625.00	8/31/2021

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: OSEH Inc.

Contract Number: I-18-4380

Proposal Date: 12/3/2018

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-18-4380

Consultant:

OSEH Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Inspector			80	175	176	185	185	185	180	180	148		1489
TOTALS			80	175	176	185	185	185	180	180	148		1489

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/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

- 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) \$ 11,222.21

ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay **- Weekly (vehicle and hotel) – Number of days on job site plus one day to travel to and from job site per week.

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the Tollway project manager.

NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: I-18-4380

Consultant: OSEH Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. I-18-4380

OSEH Inc.

SCOPE OF SERVICES

Project Description:

This project is for Phase III engineering services for proposed construction of the Elgin O'Hare Western Access (I-490) and Tri-State (I-294) interchange, including the widening and reconstruction of the Tri-State Tollway (I-294) between Grand Avenue and Wolf Road in DuPage and Cook Counties, Illinois. The CM Services are required for the following construction contract:

I-17-4339

Elgin O'Hare Western Access Tollway (I-490)

Roadway and Bridge Widening and Reconstruction

Tri-State Tollway (I-294)

S. of Grand Avenue to Wolf Road.

Subconsultant Services:

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4380

OSEH Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Various	Pole Loading Structural Analysis	\$62,300.00	\$8,900.00	11/30/2018
I-18-4361	Phase I Engineering Services for Planning Studies and Master Plan Services	\$110,281.00	\$110,281.00	12/31/2019
RR-18-4382	Tri-State Tollway Stearns School Road Bridge M.P. 7.5	\$118,992.00	\$118,992.00	2/29/2020
RR-18-4381	Pavement & Structural Preservation and Rehabilitation, Reagan Memorial Tollway	\$15,175.56	\$9,701.79	5/31/2019
RR-18-4383	Tri-State Tollway, 95th Street to Balmoral Avenue and Throughout Tollway System. Planning Studies Upon Request	\$150,000.00	\$150,000.00	6/30/2023
P-91-038-18	Phase 1,2,3 Consultant - IDOT Bureau of Local Roads - Work Order 1	\$99,999.00	\$83,840.17	1/20/2019

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

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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: Tecma Associates, Inc.

Contract Number: I-18-4380

Proposal Date: 12/3/2018

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-18-4380

Consultant: Tecma Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Material Coord.					160	176	190	195	200	180	176	168	1445
Senior Engineer									8			8	16
QA													
TOTALS					160	176	190	195	208	180	176	176	1461
Grand Total Exhibit A Hours												9351	

Contract Number: I-18-4380

Consultant: Tecma Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Material Coord.	160	160	180	190	200	200	200	200	200	190	180	160	2220
Senior Engineer			8			8			8			8	32
QA													
TOTALS	160	160	188	190	200	208	200	200	208	190	180	168	2252

Contract Number: I-18-4380 Consultant: Tecma Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Material Coord.	160	160	180	180	190	200	200	180	160	120			1730
Senior Engineer													
QA			8			8			8				24
TOTALS	160	160	188	180	190	208	200	180	168	120			1754

Contract No.: I-18-4380

Consultant: Tecma Associates, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>9,351.00</u> (Total Work Hours from Exhibit A)	\$ <u>49.00</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>458,199.00</u>
---------------------------------------------------------	----------------------------------------------	------------------------------------------

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

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>1,282,957.20</u>
-----------------------------------------------	------------------------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$ <u>67,090.15</u>
--------------------	---------------------

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS	\$ <u>-</u>
--------------------------	-------------

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 1,350,047.35

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/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

- 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)	\$ <u>67,090.15</u>
--------------------------------------------------------------------------------	----------------------------

ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay **- Weekly (vehicle and hotel) – Number of days on job site plus one day to travel to and from job site per week.

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the Tollway project manager.

NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: I-18-4380

Consultant: Tecma Associates, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Mohd Alarab

Classification: Material Coordinator

Name: _____

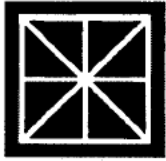
Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____



TECMA
ASSOCIATES, INC.

EXHIBIT F

Contract No. I-18-4380

Tecma Associates, Inc.

SCOPE OF SERVICES

Project Description:

This project is for Phase III engineering services for proposed construction of the Elgin O'Hare Western Access (I-490) and Tri-State (I-294) interchange, including the widening and reconstruction of the Tri-State Tollway (I-294) between Grand Avenue and Wolf Road in DuPage and Cook Counties, Illinois. The CM Services are required for the following construction contract:

I-17-4339

Elgin O'Hare Western Access Tollway (I-490)

Roadway and Bridge Widening and Reconstruction

Tri-State Tollway (I-294)

S. of Grand Avenue to Wolf Road.

Subconsultant Services:

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4380

Tecma Associates, 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
60W30	Taylor St over I-90/94 CM (IDOT)	\$3,306,000.00	\$175,000.00	12/21/2018
60X99	Van Buren over I-90/94 CM (IDOT)	\$2,338,105.00	\$1,150,000.00	6/30/2019
60V55	IL 132 at Munn Road CM (IDOT)	\$1,326,582.00	\$1,326,582.00	11/30/2019
PTB 178-09	Milburn Bypass CM (IDOT)	\$575,664.00	\$450,000.00	11/30/2019
PTB 183-05	Monroe over I-90/94 CM (IDOT)	\$200,000.00	\$150,000.00	4/1/2019
PTB184-14	EB Congress Parkway CM (IDOT)	\$400,000.00	\$150,000.00	6/30/2019
08-00383	Peplow Road CM (Kane Co.)	\$399,800.00	\$399,800.00	11/30/2019
RR-17-4295	I-555 CM (Tollway)	\$709,000.00	\$200,000.00	3/31/2019
60X79	EB 290 Ramp to NB 90/94 CM (IDOT)	\$3,700,000.00	\$3,700,000.00	12/21/2020

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black;"></td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs				Services by Others				Additional Services **				Total this Subconsultant (ULC)		\$	-
Direct Labor																					
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6	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black;"></td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs		\$	-	Services by Others		\$	-	Additional Services **		\$	-	Total this Subconsultant (ULC)		\$	-
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7	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black;"></td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs		\$	-	Services by Others		\$	-	Additional Services **		\$	-	Total this Subconsultant (ULC)		\$	-
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Additional Services **	\$	-																			
Total this Subconsultant (ULC)	\$	-																			

9	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; text-align: right;">\$</td> <td style="width: 15%; text-align: center;">-</td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</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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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: V3 Companies, Ltd.

Contract Number: I-18-4380

Proposal Date: 12/3/2018

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: 1-18-4380

Consultant: V3 Companies, Ltd.

V3 Companies, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Inspector					176	200	200	200	200	200	200	200	200	1576
TOTALS					176	200	200	200	200	200	200	200	200	1576

Grand Total Exhibit A Hours 8183

Contract Number: I-18-4380

Consultant: V3 Companies, Ltd.

V3 Companies, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Inspector	160	160	170	180	200	200	200	200	200	200	190	160	2220
TOTALS	160	160	170	180	200	200	200	200	200	200	190	160	2220

Contract Number: I-18-4380

Consultant: V3 Companies, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Inspector	160	160	180	180	190	200	200	180	160	160	160	160	160	2090
TOTALS	160	160	180	180	190	200	200	180	160	160	160	160	160	2090

Contract No.: I-18-4380

Consultant: V3 Companies, Ltd.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>8,183.00</u>	\$ <u>43.31</u>	TOTAL DIRECT SALARY \$	<u>354,405.73</u>
(Total Work Hours from Exhibit A)	(Average Hourly Rate)		

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

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>992,336.04</u>
-----------------------------------------------	----------------------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$ <u>87,707.17</u>
--------------------	---------------------

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	\$ <u>-</u>
--------------------------	-------------

D. ADDITIONAL SERVICES (Prime Consultant)

_____ (Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

_____ (Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ **1,080,043.21**

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/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

- 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) \$ 87,707.17

ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay **- Weekly (vehicle and hotel) –
Number of days on job site plus one day to travel to and from job site per week.

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the Tollway project manager.

NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

EXHIBIT F

Contract No. I-18-4380

V3 Companies, Ltd.

SCOPE OF SERVICES

Project Description:

This project is for Phase III engineering services for proposed construction of the Elgin O'Hare Western Access (I-490) and Tri-State (I-294) interchange, including the widening and reconstruction of the Tri-State Tollway (I-294) between Grand Avenue and Wolf Road in DuPage and Cook Counties, Illinois. The CM Services are required for the following construction contract:

I-17-4339

Elgin O'Hare Western Access Tollway (I-490)

Roadway and Bridge Widening and Reconstruction

Tri-State Tollway (I-294)

S. of Grand Avenue to Wolf Road.

Subconsultant Services:

The Subconsultant will support the Consultant by performing on-site inspection, prepare records, maintain documentation and any other duties as directed by the Consultant on a timely basis and in accordance with Tollway specifications. The Subconsultant services shall be in accordance with the articles contained in the Authority's CM Manual, latest edition, and all applicable Tollway Criteria, Manuals and Bulletins.

EXHIBIT G

Contract No. I-18-4380

V3 Companies, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-12-4082	PSB 12-5/Item 6 Elgin O'Hare Western Access Corridor Construction Manager	\$11,900,000.00	\$950,000.00	10/31/2019
I-17-4302	PSB 17-3/Item 7 I-294 Roadway Reconstruction & Bridge Wolf Road to O'Hare Oasis	\$3,642,544.00	\$2,027,800.00	12/30/2020
D-30-008-11	PTB 158/Item35 Statewide Structure Engineering Services	\$2,000,000.00	\$45,333.00	5/31/2019
P-91-356-14	PTB 172/Item 12 Various Phase I Projects	\$1,800,000.00	\$403,553.00	9/30/2019
C-91-127-16	PTB 178 / Item 10 Various Phase III	\$1,400,000.00	\$105,000.00	4/1/2019

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT "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)

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: \$ _____ -