

RESOLUTION NO. 21688

Background

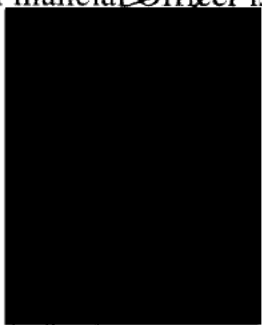
It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services for Bridge Reconstruction, on the Tri-State Tollway (I-294) at Mile Post 21.5 (Mile Long Bridge) on Contract No. I-18-4411.


Bowman Consulting Group, LTD has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$48,000,000.00. 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 Bowman Consulting Group, LTD, to obtain Construction Management Services, for Contract No. I-18-4411 with an upper limit of compensation not to exceed \$48,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



 _____
Chairman

1.4.1 Item 1. I-18-4411, Tri-State Tollway, Bridge Reconstruction, Mile-Long Bridge (M.P. 21.5), Construction Management Services

This project has a 26.0% D/M/WBE participation goal and 2.0% VOS/SDVOSBE participation goal. Phase III engineering services are required for the construction inspection, and supervision on the Tri-State Tollway for all construction contracts associated with the Mile Long Bridge in Cook County, Illinois. The Tollway may adjust the project limits and project scope to more accurately reflect the field conditions.

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: Over \$400,000,000.

Firms must be prequalified by IDOT in the following categories:

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

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

Key personnel listed on 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 structural design related issues (must be an Illinois Licensed Structural Engineer).
- The person who will be responsible for roadway design related issues (must be an Illinois Licensed Professional 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 2019.

H18-4411

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: I-18-4411

Prime: Bowman Consulting Group, Ltd.

Key Personnel

Please note classifications checked are the only ones needed per the PSB solicitation requirements.

Exhibit A – Proposed Staff

1-18-4411

PSB 18-3

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

✓

Project Manager (Items 1 thru 6, 9 thru 11)			
Name:	Michael Hannemann		
Firm:	Bowman Consulting Group, Ltd.		
Category:	IL Licensed Professional Engineer		
License #:	062-039327		
Year Registered:	1981	State:	IL
Office Address:	1001 Warrenville Road		
City:	Lisle	State:	IL

Project Manager (Item 8)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Engineer (Items 3, 9, 10)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

✓

Structural Design (Items 1, 2, 10, 11)			
Name:	Andrew Keaschall		
Firm:	Alfred Benesch & Company		
Category:	IL Licensed Structural Engineer		
License #:	062-061226; 081-006764		
Year Registered:	2008/2009	State:	IL/IL
Office Address:	35 W. Wacker Drive		
City:	Chicago	State:	IL

✓

Roadway Design (Items 1, 2, 9 thru 11)			
Name:	Eric Grzeskowiak		
Firm:	Bowman Consulting Group, Ltd.		
Category:	IL Licensed Professional Engineer		
License #:	062-054484		
Year Registered:	2001	State:	IL
Office Address:	311 S. Wacker Drive		
City:	Chicago	State:	IL

Required Prequalification Category**			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:	1001 Warrenville Road		
City:	Lisle	State:	IL

✓

Materials Coordinator (Items 1 thru 6, 11)			
Name:	Naresh Jindal		
Firm:	Alfred Benesch & Company		
Category:	---		
License #:	--		
Year Registered:	--	State:	--
Office Address:	35 W. Wacker Drive		
City:	Chicago	State:	IL

✓

Document Technician (Items 1 thru 6, 9, 11)			
Name:	Douglas Milligan		
Firm:	Bowman Consulting Group, Ltd.		
Category:	Documentation Certification Number- IDOT class S-14		
License #:	16-11547		
Year Registered:	2016	State:	IL
Office Address:	1001 Warrenville Road		
City:	Lisle	State:	IL

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**Exhibit A – Proposed Staff
PSB 18-3, continued**

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



Materials QA Technician (Items 1 thru 6, 11)			
Name:	Scott Golbeck		
Firm:	Millennia Professional Services		
Category:	--		
License #:	--		
Year Registered:	--	State:	--
Office Address:			
City:	Downers Grove	State:	IL

Resident Engineer (Items 1,2, 4, 5, 6, 9, 11)			
Name:	Jeffrey Druckman		
Firm:	Bowman Consulting Group, Ltd.		
Category:	--		
License #:	--		
Year Registered:	--	State:	--
Office Address:	1001 Warrenville Road		
City:	Lisle	State:	IL



Resident/Liaison Engineer (Item 3)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

QC/QA Structure (Item 3 and 10)			
Name:			
Firm:			
Category:	IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

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

Mechanical Design (Items 3, 9)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Geotechnical Lead (Item 3)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer or 5 years related experience		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

QC/QA Roadway (Items 3 and 10)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Controls Engineer (Item 9)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Equipment Coordinator/Inspector (Item 9)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

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**Exhibit A – Proposed Staff
PSB 18-3, continued**

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

Project Controls Engineer (Item 9)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Environmental Lead (Item 11)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Field Drilling Supervisor (Item 3)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Environmental Professional (Item 3)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Environmental Inspector (Item 3)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Engineer (Item 8)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Illinois Professional Engineer (Item 8)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Geotechnical Lead (Item 7)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer and 5 years related experience		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Chief of Structures			
Name:	Charles Zydek		
Firm:	Bowman Consulting Group, Ltd.		
Category:	--		
License #:	--		
Year Registered:	--	State:	--
Office Address:	1001 Warrenville Rd		
City:	Lisle	State:	IL

Chief of Roadway/Drainage			
Name:	Kevin Ahern		
Firm:	Alfred Benesch & Company		
Category:	PE		
License #:	062-048110		
Year Registered:	1996	State:	IL
Office Address:	35 W. Wacker Dr.		
City:	Chicago	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

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**Exhibit A – Proposed Staff
PSB 18-3, continued**

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

Coordination Engineer			
Name:	Greg Heiden		
Firm:	Terra Engineering		
Category:	PE		
License #:	062-046866		
Year Registered:	1991	State:	IL
Office Address:	225 W. Ohio Street		
City:	Chicago	State:	IL

Deputy Coordination Engineer			
Name:	Timothy Ersfeldt		
Firm:	American Construction Services		
Category:	PE		
License #:	062-060822		
Year Registered:	2008	State:	IL
Office Address:	10310 S. Avenue H		
City:	Chicago	State:	IL

MOT Coordinator			
Name:	Daniel Griffin		
Firm:	J.A Watts		
Category:	--		
License #:	--		
Year Registered:	--	State:	--
Office Address:	10400 W. Higgins Road		
City:	Rosemont	State:	IL

Cost/Scheduler Coordinator			
Name:	Elaine Carroll		
Firm:	Alfred Benesch & Company		
Category:	PE		
License #:	062-056795		
Year Registered:	2003	State:	IL
Office Address:	35 West Wacker Dr.		
City:	Chicago	State:	IL

Erosion Control/Environmental Coordinator			
Name:	Neal Phelps		
Firm:	2IM Group		
Category:	CPESC		
License #:	00-008641		
Year Registered:	2017	State:	IL
Office Address:	118 S. Clinton		
City:	Chicago	State:	IL

Assistant Engineer Structures			
Name:	Thomas Pilackas		
Firm:	Alfred Benesch & Company		
Category:	PE		
License #:	062-048538		
Year Registered:	1993	State:	IL
Office Address:	35 W. Wacker Dr.		
City:	Chicago	State:	IL

Assistant Engineer Roadway/Drainage			
Name:	Mark Kintner		
Firm:	Bowman Consulting Group, Ltd.		
Category:	EIT		
License #:	11789		
Year Registered:		State:	IA
Office Address:	1001Warrenville Road		
City:	Lisle	State:	IL

Lead Surveyor			
Name:	Augusto Manahan		
Firm:	Accurate Group, Inc.		
Category:	PLS		
License #:	035-003967		
Year Registered:	2017	State:	IL
Office Address:	101 Schelter		
City:	Lincolnshire	State:	IL

Structural Engineer			
Name:	Arthur Nowak		
Firm:	Bowman Consulting Group, Ltd.		
Category:	IL Licensed Structural Engineer		
License #:	062-054030// 081-005894		
Year Registered:	2000/2002	State:	IL
Office Address:	311 S. Wacker Drive		
City:	Chicago	State:	IL

Structural Engineer			
Name:	Karl Hanson		
Firm:	Bowman Consulting Group, Ltd.		
Category:	IL Licensed Structural Engineer		
License #:	# 062-042648 / 081-004642		
Year Registered:	1985/1986	State:	IL
Office Address:	311 S. Wacker Drive		
City:	Chicago	State:	IL

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**Exhibit A – Proposed Staff
PSB 18-3, continued**

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

Drainage Engineer			
Name:	Matthew Letson		
Firm:	Bowman Consulting Group, Ltd.		
Category:	PE		
License #:	062-050015		
Year Registered:	1995	State:	IL
Office Address:	311 S. Wacker Dr		
City:	Chicago	State:	

Electrical Engineer			
Name:	Kachi Anyikwa		
Firm:	J. A. Watts		
Category:	PE		
License #:	062-064401		
Year Registered:	2012	State:	IL
Office Address:	10400 W. Higgins		
City:	Rosemont	State:	IL

ITS Engineer			
Name:	James Laskero		
Firm:	J. A. Watts		
Category:	PE		
License #:	062-0587146		
Year Registered:	2006	State:	IL
Office Address:	10400 W. Higgins		
City:	Rosemont	State:	IL

Railroad Engineer			
Name:	Michael O'Connor		
Firm:	Alfred Benesch & Company		
Category:	PE		
License #:	062-051250		
Year Registered:	1997	State:	IL
Office Address:	35 W. Wacker Dr.		
City:	Chicago	State:	IL

Geotechnical Engineer			
Name:	Sanjeev Bandi		
Firm:	Interra, Inc.		
Category:	PE		
License #:	062-051187		
Year Registered:	1997	State:	IL
Office Address:	600 Territorial Dr. Suite G		
City:	Bolingbrook	State:	IL

ITS/Maintenance Coordinator			
Name:	Kerry Brown		
Firm:	Bowman Consulting Group, Ltd.		
Category:	--		
License #:	--		
Year Registered:	--	State:	--
Office Address:	1001 Warrenville Road		
City:	Lisle, IL	State:	IL

Geotechnical Engineer			
Name:	Sanjeev Bandi		
Firm:	Interra, Inc.		
Category:	PE		
License #:	062-051187		
Year Registered:	1997	State:	IL
Office Address:	600 Territorial Dr. Suite G		
City:	Bolingbrook	State:	IL

ITS/Maintenance Coordinator			
Name:	Kerry Brown		
Firm:	Bowman Consulting Group, Ltd.		
Category:	--		
License #:	--		
Year Registered:	--	State:	--
Office Address:	1001 Warrenville Road		
City:	Lisle	State:	IL

Lead Structural Inspector			
Name:	Michael Tavares		
Firm:	J. A. Watts		
Category:	PE		
License #:	062-066297		
Year Registered:	2015	State:	IL
Office Address:	10400 W. Higgins Road		
City:	Rosemont	State:	IL

Lead Roadway/Drainage Inspector			
Name:	Thomas Carrato		
Firm:	Alfred Benesch & Company		
Category:	PE		
License #:	062-067237		
Year Registered:	2015	State:	IL
Office Address:	35 West Wacker		
City:	Chicago	State:	IL

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Bowman Consulting Group, Ltd.	AMES Engineering, Inc.		0.50	Ahsan Siddiqi	Ahsan.Siddiqi@amesengineering.nc.com	CM	Male	No	No	Asian
Bowman Consulting Group, Ltd.	Nashnal Soil Testing, LLC		0.50	Umar Ahmad	uahmad@nstengr.com	Material Testing	Male	No	No	Asian
Bowman Consulting Group, Ltd.	Millennia Professional Services		1.00	Ramon Dela Cruz	rdelacruz@mps-il.com	Inspection: Material Testing	Male	Yes	No	Hispa
Bowman Consulting Group, Ltd.	Interra, Inc.		1.00	Sudhakar Doppalapudi	dsrao@interraservices.com	Material Testing; CM	Male	Yes	No	Asian
Bowman Consulting Group, Ltd.	Orion Engineers, LLC		1.25	Shawon Carlstrom	scarstrom@orionengineersilc.com	CM	Male	No	No	Cauc
Bowman Consulting Group, Ltd.	Juneau Associates Inc. PC		1.25	John Naughton	jnaughton@jalpc.com	Inspection	Male	Yes	No	Cauc
Bowman Consulting Group, Ltd.	J. A. Watts, Inc.		2.00	KARL WILSON	KWILSON@JWINCORPORATED.COM	ITS Support, CM	Female	Yes	No	Cauc
Bowman Consulting Group, Ltd.	Program Management & Control Services, LLC		2.00	Kerry Nutter	kerry@pmcscounseling.com	P4G CM	Female	No	No	Cauc
Bowman Consulting Group, Ltd.	2IM Group, LLC		3.00	Luis Montgomery	luis.m@2imgroup.com	Environmental CM	Male	Yes	No	Hispa
Bowman Consulting Group, Ltd.	Angelo Construction Services, Inc.		3.00	Tim Erstfeldt	terstfeldt@angelo-cs.com	CM	Male	No	No	Hispa
Bowman Consulting Group, Ltd.	Accurate Group, Inc.		3.00	Jennifer Tobergle, PE	jent@accgi.com	CM	Male	Yes	No	Asian
Bowman Consulting Group, Ltd.	Peralte-Clark, LLC		3.50	Jean-Alix Peralte, P.E., PTOE	jean-alix.peralte@peralte-clark.com	P4G CM	Male	Yes	No	Africa Amer
Bowman Consulting Group, Ltd.	Terra Engineering Ltd		4.00	Tim Barry	tbarry@terraengineering.com	CM	Female	No	No	Cauc
Bowman Consulting Group, Ltd.	CKL Engineers, LLC		4.00	Mae C. Whiteside	mwhiteside@ckleng.com	P4G CM	Female	No	No	Africa Amer
Bowman Consulting Group, Ltd.	Alfred Benesch & Company		20.00	Dan Gross	dgross@benesch.com	CM, DesignSupport	N/A - ESOP	Yes	Yes	Multi Own
Bowman Consulting Group, Ltd.	Bowman Consulting Group, Ltd.		50.00	Michael Hannemann	mhhannemann@bowmancong.com	CM, Project management, PCL, MOT	Male	Yes	No	Cauc

1-18-4411

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

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

Certification Information

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

Commodity Codes

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

Additional Information

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

1-18-4411

Vendor Information

CLOSE WINDOW

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

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

Certification Information

Certifying Agency **State of Illinois Central Management Services**
 Certification Type **VOSB - Veteran Owned Small Business**
 Renewal Date **7/16/2019**
 Expiration Date **7/16/2020**
 Certified Business Description **Civil Engineering,
 General Construction: Management, Scheduling, Cost Estimation
 - Engineering,
 Highways, Streets, Airport Pay-Parking Lots - Engineering,
 Land Development and Planning/Engineering,
 Municipal Engineering,
 Traffic and Transportation Engineering,
 Erosion Control Services**

Commodity Codes

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

Additional Information

Region **Metro Chicago**

EXHIBIT F - Letter of Intent

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

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

Project Name: Tri-State tollway, Bridge Reconstruction, Mile-Long Bridge, (MP 21.5) CM Services Project/Solicitation Number: I-18-4411 / 22042803

Name of Prime Vendor: Bowman Consulting Group, Ltd. VOSB Compliance Contact: Michael Hannemann

Address: 1001 Warrenville Road, Suite 110

City: Lisle State: IL Zip Code: 60532

Telephone: 630-869-6002 Fax: _____ Email: mhannemann@bowmancg.com

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

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

City: Granite City State: IL Zip Code: 62040

Telephone: 618.877.1400 Fax: 618.659.0941 Email: bkulick@jaipc.com

Type of agreement: Services
Anticipated start date of the Certified VOSB Vendor: 2019

Proposed 1.25 % 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:

construction inspection

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

Vendor (Company Name and D/B/A): Bowman Consulting Group, Ltd.

Signature _____
Print Name: Michael Hannemann, PE
Title: Senior Vice President
Date: 8-20-18

Certified VOSB Vendor (Company Name and D/B/A): Juneau Associates, Inc., P.C.

Signature _____
Print Name: Brian F. Kulick, P.E., P.L.S.
Title: Vice President
Date: 08/20/2018

EXHIBIT F - Letter of Intent

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

Project Name: Tri-State tollway, Bridge Reconstruction, Mile-Long Bridge, (MP 21.5) CM Services Project/Solicitation Number: I-18-4411 / 22042803

Name of Prime Vendor: Bowman Consulting Group, Ltd. VOSB Compliance Contact: Michael Hannemann

Address: 1001 Warrenville Road, Suite 110

City: Lisle State: IL Zip Code: 60532

Telephone: 630-869-6002 Fax: _____ Email: mhannemann@bowmancg.com

Name of Certified VOSB Vendor: Orion Engineers, LLC

Address: 220 North Green Street VOSB Compliance Contact: Charles Frangos, PE

City: Chicago State: IL Zip Code: 60607

Telephone: (312) 404-8168 Fax: _____ Email: cfrangos@orionengineersllc.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: 2019

Proposed 1.25 % 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:

construction inspection

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: Bowman Consulting Group, Ltd.

[Redacted Signature]

Signature

Print Name: Michael Hannemann, PE

Title: Senior Vice President

Date: 8-20-18

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

[Redacted Signature]

Signature

Print Name: Charles Frangos, PE

Title: President

Date: 8-23-18

1-18-4411

Unified Certification Program - Search

Contractor Details

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

[Print](#)**2IM Group, LLC**

Luis Montgomery
118 S. Clinton St., Ste.
350
Chicago, IL 60661-5774

Email: luis.m@2imgroup.com**Phone:** (312) 441-9554**Fax:** (312) 441-9558**County:** Cook**Categories:** Architecture\Engineering**NAICS**

541330-Engineering
Services

Speciality

541330- LOCATION
DRAINAGE
CONSTRUCTION
INSPECTION
REHABILITATION
ROADS AND STREETS
FREEWAYS
WATERWAYS: TYPICAL
STUDIES: PUMP STATIONS
WATERWAYS: COMPLEX

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1-18-4411

Unified Certification Program - Search

Contractor Details

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

Print

Accurate Group, Inc. Email: syedh@accgi.com

Syed M. Hussaini Phone: 847-613-1100

101 Schelter Rd. - STE Fax: 847-613-1105
B200

Lincolnshire, IL 60069-0000

County: Lake

Categories: Architecture\Engineering, Professional

NAICS

541330 - Engineering services

541370 - Surveying and Mapping (except Geophysical) Services

541380 - Testing Laboratories

561320 - Temporary help services

Speciality

541330 - Engineering, Construction Inspection

541370 - Route Survey and Land Survey

541380 - Material Testing Laboratory

561320 - Information Technology Staffing

1-18-4411

Unified Certification Program - Search

Contractor Details

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

Print

Ames Engineering, Inc.

Ahsan Siddiqi
6330 Belmont Road,
Suite 4B
Downers Grove, IL
60516

County: DuPage

Email: ahsan.siddiqi@amesengineeringinc.com

Phone: (630) 737-1987

Fax: (630) 470-9891

Categories: Architecture\Engineering

NAICS

541330-Engineering
Services

Speciality

541330- CONSTRUCTION
INSPECTION
ELECTRICAL ENGINEERING
TRAFFIC SIGNALS
LIGHTING
STUDIES: TRAFFIC
FREEWAYS
ROADS AND STREETS

1-18-4411

Unified Certification Program - Search

Contractor Details

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

Angelo Construction Email: admin@angelo-cs.com

Services, Inc.

Phone: 312-802-5662

Joel Saucedo

Fax: 773-000-0000

10310 S AVENUE H

CHICAGO, IL 60617-

0000

County: Cook

Categories: Construction, Professional

NAICS

236210 - Construction management, industrial building (except warehouses)

236220 - Construction management, commercial and institutional building

237990 - Construction management, mass transit

238130 - Framing contractors

238310 - Drywall and Insulation Contractors

488119 - Other Airport Operations

541350 - Building inspection services

541618 - Utilities management consulting services

541690 - Other Scientific and Technical Consulting Services

Speciality

NAICS 236210 Construction management, industrial building (except warehouses) NAICS 236220

Construction management, commercial and institutional building (More) NAICS

237990 Construction management, mass transit (More) NAICS 238130

Framing contractors (More)

NAICS 238310 Drywall and Insulation Contractors

(More) NAICS 488119 Other Airport Operations (More)

NAICS 541350 Building inspection services (More)

NAICS 541618 Utilities management consulting services (More) NAICS

541690 Oth

1-18-4411

Unified Certification Program - Search

Contractor Details

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

Print

Cheri K. Lewis Email: mwhiteside@ckleng.com

Engineers, LLC dba Phone: (312) 763-2989

CKL Engineers, LLC Fax: (312) 465-2781

Mae C. Whiteside

700 N. Green St., Ste.

204

Chicago, IL 60642

County: Cook

Categories: Architecture\Engineering, Professional

NAICS

541330-Engineering
Services

541715-Research and
Development in the
Physical, Engineering, and
Life Sciences (except
Nanotechnology and
Biotechnology)

Speciality

541330- CONSTRUCTION
INSPECTION

541715- RESEARCH

1-18-4411

Unified Certification Program - Search

Contractor Details

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

[Print](#)
Interra, Inc.

Sudhakar Rao
 Doppalapudi
 600 Territorial Dr., Ste. G
 Bolingbrook, IL 60440-
 5132

County: DuPage

Email: dsrao@interraservices.com

Phone: (630) 754-8700

Fax: (630) 754-8705

Categories: Architecture\Engineering, Professional

NAICS	Speciality
541330-Engineering Services	541330- AERONAUTICS: CONSTRUCTION INSPECTION
541360-Geophysical Surveying & Mapping Services	QA AGGREGATE/HMA/PCC QA HMA & AGGREGATE CONSTRUCTION INSPECTION
541380-Testing Laboratories	541360- STRUCTURE GEOTECHNICAL REPORTS GENERAL GEOTECHNICAL SERVICES SUBSURFACE EXPLORATIONS 541380- MISC: MATERIAL TESTING

1-18-4411

Vendor Information

CLOSE WINDOW

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

Business Name **J.A. WATTS, INC.**
 Owner **Ms. Julie Watts**
 Address **940 W ADAMS ST STE 400**
 > [Map This Address](#) **CHICAGO, IL 60607-3753**
 Phone **312-997-3720**
 Fax **312-997-3726**
 Email jwatts@jwincorporated.com

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **DBE - Disadvantaged Business Enterprise**
 Certification Date **2/15/2018**
 Renewal Date **2/1/2019**
 Expiration Date **2/1/2019**
 Certified Business Description **NAICS 236210 Construction management, industrial building (except warehouses)**
 NAICS 236220 Construction management, commercial and institutional building
 NAICS 237310 Construction management, highway, road, street and bridge
 NAICS 237990 Construction management, mass transit
 NAICS 541330 Engineering services
 NAICS 541611 Administrative and General management Consulting Services

Commodity Codes

Code	Description
NAICS 236210	Construction management, industrial building (except warehouses)
NAICS 236220	Construction management, commercial and institutional building
NAICS 237310	Construction management, highway, road, street and bridge
NAICS 237990	Construction management, mass transit
NAICS 237990	Other Heavy and Civil Engineering Construction
NAICS 541330	Engineering services
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541990	All Other Professional, Scientific, and Technical Services

Additional Information

Ward **25**
 Community Area **28 Near West Side**

1-18-4411

Unified Certification Program - Search

Contractor Details

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Print

Millennia Professional Services of Illinois, Ltd.
Email: pmoreno@mps-il.com
Phone: (309) 321-8141
Fax: (309) 321-8142

Paul J. Moreno
850 N. Main St.
Morton, IL 61550

County: DuPage

Categories: Architecture\Engineering, Construction

1-18-4411
 millennia

NAICS	Speciality
237310-Highway, Street, & Bridge Construction	237310- AGGREGATE BASES & SURFACES
237990-Other Heavy and Civil Engineering Construction	PAVEMENT PATCHING SAWING CONCRETE TEMPORARY BARRIER
238110-Poured Concrete Foundation and Structure Contractors	WALL INSTALLATION EXCAVATING & GRADING - CONSTRUCTION
238990-All Other Specialty Trade Contractors	DEMOLITION - CONSTRUCTION
541330-Engineering Services	237990- DRAINAGE
541360-Geophysical Surveying & Mapping Services	238110- MISCELLANEOUS CONCRETE 238990- FENCING
541370-Surveying & Mapping (except Geophysical) Serv.	541330- WATERWAYS: COMPLEX CONSTRUCTION INSPECTION
541620-Environmental Consultant Services	TRAFFIC SIGNALS QA PCC & AGGREGATE LOCATION DRAINAGE STUDIES: PUMP STATIONS WATERWAYS: TYPICAL FREEWAYS ROADS AND STREETS STUDIES: TRAFFIC STUDIES: SAFETY STUDIES: FEASIBILITY REHABILITATION QA HMA & AGGREGATE 541360- STRUCTURE GEOTECHNICAL REPORTS SUBSURFACE EXPLORATIONS GENERAL GEOTECHNICAL SERVICES
	541370- SURVEYING
	541620- SANITARY ENGINEERING

1-78-4411

Vendor Information

CLOSE WINDOW

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

Business Name **NASHnal Soil Testing, LLC**
 Owner **Mr. Umar Ahmad**
 Address **23856 W. Andrew Rd.**
 > [Map This Address](#) **Unit # 103**
 Plainfield, IL 60585
 Phone **630-780-5201**
 Fax **630-429-9099**
 Email **contact@nstengr.com**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **6/18/2018**
 Renewal Date **5/31/2019**
 Expiration Date **5/31/2019**
 Certified Business Description **541330 Electrical engineering services**
 541380 Laboratory testing (except medical, veterinary) services
 541620 Environmental consulting services

Commodity Codes

Code	Description
NAICS 541330	Electrical engineering services
NAICS 541380	Laboratory testing (except medical, veterinary) services
NAICS 541620	Environmental consulting services

Additional Information

1-18-4411

Unified Certification Program - Search

Contractor Details

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

[Print](#)

Peralte-Clark, LLC

Jean-Alix Peralte
171 W. Wing Street, Unit
204B
Arlington Heights, IL
60005-0000

County: Cook

Email: jean-alix.peralte@peralte-clark.com

Phone: 847-485-8069

Fax: 847-485-8069

Categories: Construction, Professional

NAICS

541330-Civil engineering services
541330-Construction engineering services
541330-Engineering services

Speciality

541330-Civil engineering services
Construction engineering services
Engineering services
Engineering design services
Engineering consulting services

1-18-4411

Unified Certification Program - Search

Contractor Details

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

Print

**Program
Management &
Control Services,
LLC**

Kerry Nutter
46 South Waiola Avenue
La Grange, IL 60525-
0000

County: Cook

Email: kerry@pmcsconsulting.com

Phone: 773-495-8262

Fax: 708-482-9702

Categories: Professional

NAICS

541690-Economic
consulting services

Speciality

541690-PROJECT
MANAGEMENT
CONSULTING

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(48-4411)

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

Business Name **Terra Engineering, Ltd.**
 Owner **Karen Steingraber**
 Address **225 W. Ohio St., 4th Floor**
 > [Map This Address](#) **Chicago, IL 60654**
 Phone **312-467-0123**
 Fax **312-467-0220**
 Email **ksteingraber@terraengineering.com**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **WBE - Women Business Enterprise**
 Certification Date **3/19/2018**
 Renewal Date **4/1/2019**
 Expiration Date **4/1/2020**
 Certified Business Description **NAICS 541320 Landscape architectural services
 NAICS 541330 Engineering services
 NAICS 541370 Surveying and mapping services (except geophysical)**

Commodity Codes

Code	Description
NAICS 541320	Landscape architectural services
NAICS 541330	Engineering services
NAICS 541370	Surveying and mapping services (except geophysical)

Additional Information

Ward **42**
 Community Area **8 Near North Side**

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM
FOR
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)
PSB: 18-3 ITEM: 1

MEMORANDUM OF UNDERSTANDING
BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A	THE PROTÉGÉ:	FIRM NAME ADDRESS
<u>Bowman Consulting</u>	<u>1001 Warrenville Road, Suite 110, Lisle, IL 60532</u>	N	<u>CKL Engineers, LLC</u>	<u>700 N. Green Street, Suite 204 Chicago, IL 60642</u>
		D		

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) 4.0 %

Scope:

Design activities related to "Highways - Roads and Streets" & "Highways - Freeways"

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

Scope:

N/A

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.)** 4.00 %

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

The protege currently offers primarily construction management and inspection services with some environmental design services. The Protege is currently prequalified by IDOT in "Airports - Construction Inspection" and "Special Services - Construction Inspection". The Protege has served as a subconsultant on three Illinois Tollway construction management contracts and one Phase I contract. The Protege desires to diversify their service offerings and add more advanced construction services to their firm. To do so, they need to assist with construction services on more Illinois Tollway projects.

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

The Mentor will assist the Protege construction, engineering and management activities. These will include project scheduling, assistant resident engineering services, roadside safety and maintenance of traffic plans. The Mentor will then regularly provide constructive feedback. The Mentor will teach the Protege specific Tollway CM procedures. The Protege has not had the opportunity to led in any of the Tollway projects to date. The Protege is looking for leadership roles on construction projects at the Illinois Tollway.

III. MENTOR EXPERIENCE WITH THE PROGRAM

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

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

Areas of Assistance:

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

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

Areas of Assistance:

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

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

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

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

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

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

YES NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
RR-14-4224	230,000	Jacobs Engineering Group Inc.	Utility Coordination
I-13-4112	160,000	STV Inc.	Construction Management
I-11-4017	200,000	HDR	Roadway Design

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-17-4682	720,000	HLR	Project management and prime consultant invoicing services

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>
176/9	149,007	Omega & Associates	Bridge Inspection

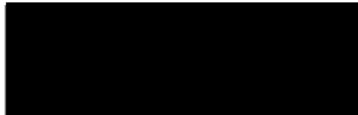
- E. If the Protégé has been mentored in the same Area of Assistance proposed on this project for a Tollway and/or IDOT project a combined total of more than three times, provide explanation supporting need for additional mentoring.

N/A

V. STATEMENT OF COMMITMENT

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

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



SIGNATURE (Mentor Representative)

August 17, 2018

(Date)



SIGNATURE (Protégé Representative)

8-17-18

(Date)

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM
FOR
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)
PSB: 18-3 ITEM: 1

MEMORANDUM OF UNDERSTANDING
BETWEEN:

THE MENTOR:

Bowman Consulting

FIRM NAME
ADDRESS

311 S. Wacker Drive, Suite 1000
Chicago, IL 60606

A
N
D

THE PROTÉGÉ:

Peralte-Clark, LLC

FIRM NAME
ADDRESS

171 W. Irving Street, Unit 204B, Arlington
Height, IL 60005

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 service 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) 3.5 %

Scope:

Construction Management Services

- 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.) 3.50 %

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

Peralte-Clark, LLC (P-C), the Protégé, has had no experience related to CM services. The firm was able to get prequalified by IDOT in Construction Inspection through Principals' past experience in construction and their certification in the Documentation of Contract Quantities. Some of the staff who would be trained through this project have had very limited exposure to construction. This opportunity would be P-C's first experience as a Protégé for CM.

P-C is in need of this opportunity in order to diversify its portfolio of services and enable the firm to grow and be self-sufficient.

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

Bowman's areas of assistance will fall under three major categories:

1. Assigned Size and Complexity of Tasks

Bowman has committed 3.5% of the project fee to P-C. This would allow P-C to hire, expand its capacity, and achieve significant growth.

2. Staff Technical Development

Bowman will devise a training program that will emphasize pairing less experienced staff members with more senior ones. Assignments and levels of responsibility will increase in complexity in order to ultimately allow trainees to perform independently.

3. Manager Level Project Participation

The training process will not be limited to the staff on the job site. P-C managers and principals will be invited to the job site to participate in key meetings where items of significant importance are discussed.

III. MENTOR EXPERIENCE WITH THE PROGRAM

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

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

Areas of Assistance:

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

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

Areas of Assistance:

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

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

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

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

<u>Date</u>	<u>Contract #</u>	<u>Description of Scope</u>
7/11/2017	I-17-4310	Design services for MOT on Advanced Work on Central Tri-State
_____	_____	_____
_____	_____	_____

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-17-4305	79,998.29	Baxter and Woodman	Design Services for MOT
_____	_____	_____	_____
_____	_____	_____	_____

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 Executive 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)

8-16-18

(Date)

[Redacted Signature]

SIGNATURE (Protégé Representative)

8/16/2018

(Date)

EXHIBIT E - DBE
PARTNERING FOR GROWTH PROGRAM
FOR
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)
PSB: 18-3 ITEM: 1

MEMORANDUM OF UNDERSTANDING
BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
Bowman Consulting	1001 Warrenville Road, Suite 110 Lisle, Illinois 60532		Program Management & Control Services	46 S. Waiola Ave. La Grange, Illinois 60525

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) 1.0 %

Scope:

Construction Management Services

- Work not applicable to prequalification category(ies) 1.0 %

Scope:

Project Controls

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.) 2.00 %

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

PMCS is a DBE firm in good standing. They recently received IDOT pre-qualification in Special Services - Construction Inspection, but have little company experience providing those services on highway projects. It is the goal of this Mentor-Protege Agreement to provide the mentorship, supervision and opportunity for PMCS to expand their skill set and knowledge needed to perform construction inspection services at a highly skilled level.

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

Bowman Consulting, as Mentor, will assist PMCS in developing Overall knowledge of Tollway Phase III processes, guidelines and standards; Senior supervisory staff to provide counsel, guidance and the transfer of knowledge in Tollway Phase III practices: Expand and refine PMCS construction staff to understand and perform Phase III tasks through all aspects of the construction project: Plan for recruitment, training and evaluation of inspection personnel to help in their professional development.

III. MENTOR EXPERIENCE WITH THE PROGRAM

A. Has the Prime consultant served as a Mentor on a Tollway project completed within the last five years? If yes, list Contract #(s):

YES NO

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

Areas of Assistance:

B. Is the Prime consultant currently serving as a Mentor on a Tollway project? If yes, list Contract #(s):

YES NO

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

Areas of Assistance:

C. Has the Prime consultant mentored the Protégé on another Tollway project within the last five years? If yes, list Contract #(s):

YES NO

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

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

A. Has the DBE firm ever been contracted by the Tollway as a Prime consultant? If yes, list date, Contract #, and description of scope for each project(s):

YES NO

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

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

YES NO

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

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

YES NO

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

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

YES NO

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

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

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)

8-27-18

(Date)

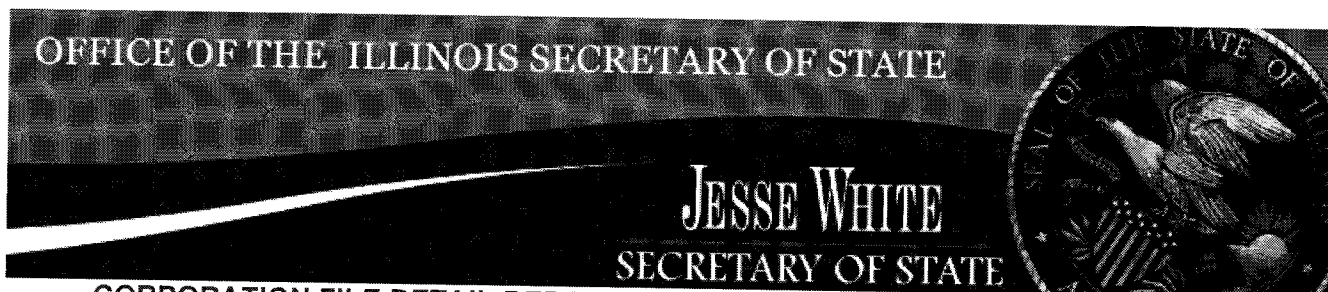


SIGNATURE (Protégé Representative)

8/28/18

(Date)

1-18-4411



CORPORATION FILE DETAIL REPORT

File Number	68566967		
Entity Name	BOWMAN CONSULTING GROUP, LTD.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	08/06/2012	State	VIRGINIA
Agent Name	ILLINOIS CORPORATION SERVICE C	Agent Change Date	11/04/2015
Agent Street Address	801 ADLAI STEVENSON DRIVE	President Name & Address	GARY BOWMAN 3863 CENTERVIEW DR #300 CHANTILLY VA 20151
Agent City	SPRINGFIELD	Secretary Name & Address	ROBERT A HICKEY SAME
Agent Zip	62703	Duration Date	PERPETUAL
Annual Report Filing Date	08/08/2018	For Year	2018

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Bawman Consulting Group

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:16 11/14/18

ACTION: S

118-4411

VENDOR NUMBER= ***** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 11/14/18 AT 08:18 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

2IM Group, LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:28 10/24/18

ACTION: S

1-18-4411

VENDOR NUMBER= *****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/24/18 AT 14:29 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

Accurate Group, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:28 10/24/18

ACTION: S

118-4411

VENDOR NUMBER= ***** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/24/18 AT 14:30 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:28 10/24/18

ACTION: S

1-18-4411

VENDOR NUMBER= ***** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/24/18 AT 14:29 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:28 10/24/18

ACTION: S

1-18-4411

VENDOR NUMBER= ***** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/24/18 AT 14:31 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:28 10/24/18

ACTION: S

(18-441)

VENDOR NUMBER= ***** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/24/18 AT 14:32 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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CKL Engineers, LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:11 11/15/18

ACTION: S

1-18-4411

VENDOR NUMBER= ***** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 11/15/18 AT 08:11 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:52 11/14/18

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 11/14/18 AT 14:02 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Interra, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:28 10/24/18

ACTION: S

1-18-4411

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/24/18 AT 14:35 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:28 10/24/18

ACTION: S

1-18-4411

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/24/18 AT 14:36 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:28 10/24/18

ACTION: S

1-18-4411

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/24/18 AT 14:36 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **** [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:28 10/24/18

ACTION: S

1-18-4411

VENDOR NUMBER= ***** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/24/18 AT 14:37 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:28 10/24/18

ACTION: S

1184411

VENDOR NUMBER= ***** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/24/18 AT 14:37 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:28 10/24/18

ACTION: S

1-18-4411

VENDOR NUMBER= ***** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/24/18 AT 14:37 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Peralte-Clark, LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:28 10/24/18

ACTION: S

1-18-4411

VENDOR NUMBER= ***** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/24/18 AT 14:37 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Program Management & Control Services, LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:28 10/24/18

ACTION: S

1-18-4411

VENDOR NUMBER= *****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/24/18 AT 14:38 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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Terra Engineering, Ltd.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:29 10/26/18

ACTION: S

1-84411

VENDOR NUMBER= *****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/26/18 AT 09:30 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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CONSTRUCTION MANAGER AGREEMENT

The Board of Directors, on the 29th day of **November, 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 **BOWMAN CONSULTING GROUP, LTD**, 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 **November 9, 2018**, to provide construction management services for Contract No. **I-18-4411 for Tri-State Tollway (I-294) Bridge Reconstruction, Mile Long Bridge (Mile Post 21.5)**; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-3, Item 1**, 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-18-4411 for Tri-State Tollway (I-294) Bridge Reconstruction, Mile Long Bridge (Mile Post 21.5)**; in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the CONSTRUCTION MANAGER of **November 9, 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 November 30, 2018** and ending **July 31, 2027**, 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 **Forty Eight Million Dollars and No Cents (\$48,000,000.00)**. 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. **Bowman Consulting Group, Ltd.** 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 **Bowman Consulting Group, Ltd., 1001 Warrenville Road, Suite 110, Lisle, Illinois 60532**, 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-18-4411 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY


**BOWMAN CONSULTING
GROUP, LTD.**

By  12/17/18
Chair/Executive Director-Signature Date
Robert Schillerstrom/Elizabeth Gorman

 11-20-18
President-Signature Date


Printed Name as Signed Above

APPROVED:

 12/14/18
Chief Financial Officer - Signature Date
Michael Colsch

APPROVED:

 12/13/18
Acting General Counsel - Signature Date
Elizabeth Oplawski

Approved as to Form and Constitutionality

 12-13-2018
Attorney General, State of Illinois - Robert Lane - Signature Date

CONSTRUCTION MANAGER PROPOSAL

FOR CONTRACT NUMBER I-18-4411

This proposal, dated November 9, 2018, is submitted by Bowman Consulting Group, Ltd. of Lisle, Illinois for Construction Manager's Service.

DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract I-18-4411 for which we propose to provide Construction Manager Services is Tri-State Tollway, Bridge Reconstruction, Mile-Long Bridge (M.P.21.5), in Cook County (Counties), Illinois.

SCOPE OF CONSTRUCTION MANAGER SERVICES

Construction Manager Services following selection from PSB 18-3 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 \$ 48,000,000.00 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all 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-18-4411

SUBMITTED BY:

FIRM NAME: Bowman Consulting Group, Ltd.

ADDRESS: 1001 Warrenville Road, Suite110

CITY, STATE &
ZIP CODE: Lisle, Illinois 60532

TELEPHONE: 630-869-6001

FACSIMILE: No Facsimile

SIGNED BY:



PRINTED NAME: Michael P. Hannemann

TITLE: Senior Vice-President

EXHIBIT G

Contract No. I-18-4411

Bowman Consulting Group, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-88 to I-294 I-13-4117	Reconstruction of the East West Connector between the Tri-State Tollway and the Reagan Memorial Tollway	\$3,942,818.92	\$100,000	3/1/2018
I-294 RR-14-4551	Phase I Structural, Phase I Drainage and Hydraulic Report, Phase II Structural and Drainage PS&E. Bridge Rehabilitation/Reconstruction, Mile-Long Bridge (MP 21.5)	\$1,744,296	\$244,692	12/31/2018
I-18-4356	Rehabilitation of Tri-State Tollway from Balmoral to Wolf	\$2,390,000	\$1,800,000	12/31/2019
RR-16-4305	Phase II PS&E for the Proposed Bridge Rehabilitation, Bridge Repairs Bridge Demolition along the Tri-State Tollway between 95th Street and Balmoral Avenue	\$126,648	\$9,333	10/31/2022
I-17-4304	Provide design support services QA/QC	\$150,000	\$48,833	10/31/2022
RR-13-4117	Provide Engineering Support	\$29,887	\$26,806	6/30/2019



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-18-4411

CONTRACTOR/CONSULTANT (NAME): Bowman Consulting Group, Ltd.

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 PAYMENT DATA REPORTING REQUIREMENT

The Tollway requires contractors to report all payments received and/or paid to other firms pursuant to this contract in the form prescribed by the Tollway.

Additional information can be found at: <https://www.illinoistollway.com/doing-business#B2GNow>

25.4 VENDOR SUPPLEMENTAL PROVISIONS


Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

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

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

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

Agreed: Bowman Consulting Group, Ltd.	Agreed:
By: Michael P. Hannemann	By:
 Signed:	Signed:
Position: Senior Vice President	Position:
Date: 8-27-18	Date:



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

Date: 8-27-18 **Project Number:** PSB 18-3Item 1: I-18-4411

Project Name: Tri-State Tollway, Bridge Reconstruction, Mile-Long Bridge (M.P. 21.5), Construction Management Services

**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: Bowman Consulting Group, Ltd.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: mhannemann@bowmancg.com

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

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

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
Alfred Benesch & Company		35 W. Wacker Dr., Suite 3300, Chicago, IL 60601	CM, Design Support	20.0%
2IM Group, LLC		118 South Clinton St. Suite 350, Chicago, IL 60661	Environmental, CM	3.0%
Accurate Group, Inc.		101 Scheller Rd., Suite B200 Lincolnshire, IL 60069	CM, surveys	3.0%
Ames Engineering, Inc.		6330 Belmont Road, Suite 4B Downers Grove, IL 60516	CM	0.5%
Angelo Construction Services, Inc.		10310 S. Avenue H Chicago, IL 60617	CM,	3.0%
CKL Engineers, LLC		700 N. Green St. Ste. 201 Chicago, IL 60642	CM, P4Gfor CM	4.0%
Interra, Inc.		600 Territorial Drive, Suite G Bolingbrook, IL 60440	Material Testing, CM	1.0%

J. A. Watts		10400 W. Higgins Road, Suite 701, Rosemont, IL 60018	CM	2.0%
Juneau Associates, Inc. PC		555 W. Central Rd. Suite 101 Hoffman Estates, IL 60192	CM	1.25%
Millennia Professional Services		2600 Warrenville Road, # 203 Downers Grove, Illinois 60515	Material Testing, CM	1.0%
Nashnal Soil Testing, LLC		23856 W. Andrew Rd., Ste 103, Plainfield, IL 60585	Material Testing	0.5%
Orion Engineers, LLC		220 North Green Street Chicago, IL 60607	CM	1.25%
Peralte-Clark, LLC		171 West Wing St, Unit 204B Arlington Heights, IL 60005	CM, P4Gfor CM,	3.5%
Program Management & Control Services, LLC		46 S. Waiola Ave. La Grange, Illinois 60525	CM, P4Gfor CM,	2.0%
Terra Engineering, Ltd.		225 W. Ohio Street, 4th Floor Chicago, Illinois 60654	CM	4.0%

Signature: _____

Date: 8-27-18

Printed Name: Michael P. Hannemann

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 25412

Bowman Consulting Group, Ltd.

311 S. Wacker Drive
Suite 1950
Chicago IL 60606

Information for this business last updated on:
Thursday, March 22, 2018

Certificate produced on Thursday, March 22, 2018 at 9:55 AM



STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

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

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

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

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

Name:

Business Name: Bowman Consulting Group, Ltd.

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

Individual

Sole Proprietor

Partnership

Legal Services Corporation

Tax-exempt

Corporation providing or billing
medical and/or health care services

Corporation NOT providing or billing
medical and/or health care services

Governmental

Nonresident alien

Estate or trust

Pharmacy (Non-Corp.)

Pharmacy/Funeral Home/Cemetery (Corp.)

Limited Liability Company

(select applicable tax classification)

C = corporation

P = partnership

Signature of Authorized Representative: [REDACTED]

Date: August 24, 2018

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

IPB Reference #: 22042803 Procurement/Contract #: I-18-4411

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 #: 20216692 IPG Expiration Date: January 3,2019

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
N/A		

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

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

4. Disclosure of Current and Pending Contracts

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

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

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
See attached sheet				

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: Bowman Consulting Group, Ltd.

Phone: 630-869-6002

Street Address: 311 Wacker Drive

Email: mhannemann@bowmancg.com

City, State, Zip: Chicago, IL 60606

Vendor Contact: Michael P. Hannemann

Signature: _____

Date: 8-24-18

Printed Name: Michael P. Hannemann

Title: Senior Vice President

Agency/University	Project Title	Status	Value	Contract Reference/P.O./ Illinois Procurement Bulletin #
Illinois Tollway (Sub to Michael Baker)	CM Services upon Request	Contract Executed	\$250,000	I-13-4613 PSB 13-1
Illinois Tollway	East West Connector	Contract Executed	\$3,412,072	RR-13-4117 PSB 13-2
Illinois Tollway (Sub to HW Lochner)	Mile Long Bridge	Contract Executed	\$1,805,144	RR-14-4221 PSB 14-3
Illinois Tollway (Sub to J. A. Watts Inc.)	Systemwide Traffic Operations and Management Performance Evaluation and Enhancement. On- call and as needed. Construction Management Services.	Contract Executed	\$125,000	RR-16-4278 PSB 17-2
Illinois Tollway (Sub to HBM Engineering Group, LLC)	Systemwide Design Services Upon Request. On-call and as-needed Phase II Engineering.	Contract Executed	\$99,063.03	RR-16-4276 PSB 17-2
Illinois Tollway (Sub to A. Epstein & Sons International)	Design Upon Request, Phase II Engineering Services.	Contract Executed	\$150,000	I-17-4304 PSB 17-3
Illinois Tollway (Sub to Baxter & Woodman)	Bridge Rehabilitation, Repairs, & Demolition, Various Locations. Phase II Engineering Services.	Contract Executed	\$126,647.70	I-17-4305 PSB 17-3
Illinois Tollway (Sub to GSG Consultants)	Tri-State Tollway, 159th Street Bridge Reconstruction, M.P. 6.3. Construction Management Services.	Contract Executed	\$ 82,378.56	RR-17-4314 PSB 17-3
Illinois Tollway (Sub to Cotter Consulting)	Reagan Memorial Tollway, Roadway Reconstruction, East West Connector. Construction Management Services.	Contract Executed	\$30,000	RR-13-4117 PSB 17-2
Illinois Tollway (Sub to HW Lochner)	Tri-State Tollway (I-294), Roadway and Bridge Rehabilitation and Widening, Wolf Road (M.P. 36.2) and the Balmoral Avenue (M.P. 40.0). Construction Management Services	Contract Executed	\$2,290,589	I-18-4356 PSB 18-1
Illinois Tollway (Sub to Kristine Fallon Associates)	Document and Process Control Management Services	In negotiations	TBD	RR-18-9015 PSB 18-1
Illinois Department of Transportation (Sub to DB Sterlin)	Deck Delamination Surveys in IDOT District 4	In negotiations	TBD	PTB 186, Item No. 8;
Illinois Department of Transportation (Sub to Lochmueller Group)	Phase II project for IL 72 at State Street /Getzelman Road	In negotiations	TBD	PTB 187, Item No. 5;
Illinois Department of	Phase II FAU 1504 (55 th)	In	TBD	PTB 188, Item 5

Transportation	Street) Wolf Road to Brainard Road	negotiations		
Illinois Department of Transportation (Sub to Peralte-Clark)	Phase II Services for US 30 (Lincoln Highway) at IL 50 (Cicero Avenue)	In negotiations	TBD	PTB 188, Item
Capital Development Board	Vactor Waste Structures	Contract Executed	\$83,000	Volume 191
Capital Development Board	Des Plaines Game Farm Storm Damage Repairs	Contract Executed	\$41,500	Volume 197
University of Illinois at Chicago	Structural Retainer	Contract Executed	\$1,000,000	QBS # PSS600-C16004

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

BOWMAN CONSULTING GROUP, LTD.

System Vendor Number: 20216692


Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	1/2/2018
STATUS	Accepted
REVIEWER	Jason Perry
DATE REVIEWED	1/3/2018
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	1/3/2019
FLAG FORM	Add Flag

Settings

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

Entity Information

BUSINESS NAME	BOWMAN CONSULTING GROUP, LTD.
CONTACT FOR THIS SUBMISSION	DAGMAR CAMERON (change contact)
PRIMARY CONTACT EMAIL	dcameron@bowmancg.com
PHONE	312-614-0353
FAX	877-433-0797
COMPANY EMAIL	dcameron@BowmanConsulting.com
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	3863 CENTERVIEW DRIVE SUITE #300 CHANTILLY, VA 20151 [edit address]

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations
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BOWMAN CONSULTING GROUP, LTD.







System Vendor Number: 20216692

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Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	1/2/2018
STATUS	Accepted
BUSINESS NAME	BOWMAN CONSULTING GROUP, LTD.
POINT OF CONTACT	<u>DAGMAR CAMERON</u>
FLAG FORM	<u>Add Flag</u>

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	
2. NAME OF CEO/BUSINESS OWNER	Gary Bowman	
3. ANNUAL SALES/GROSS RECEIPTS	83,000,000	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	07/01/1995	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Dagmar Cameron	
CONTACT PERSON TITLE	Marketing Manager	
CONTACT PERSON PHONE	312-614-0353	
CONTACT PERSON EMAIL	dcameron@bowmanconsulting.com	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Chief Procurement Office (CPO)State AgencyState University	
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Vendor Registration: View Form

- General
- Public Profile
- Users
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- Comments
- Certifications
- Site Visits
- Registrations

BOWMAN CONSULTING GROUP, LTD System Vendor Number: 20216692

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Vendor Registration	
FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	1/2/2018
STATUS	Accepted
BUSINESS NAME	BOWMAN CONSULTING GROUP, LTD.
POINT OF CONTACT	DAGMAR CAMERON
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 10

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

Vendor Registration: View Form



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

BOWMAN CONSULTING GROUP, LTD. System Vendor Number: 20216692

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Vendor Registration	
FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	1/2/2018
STATUS	Accepted
BUSINESS NAME	BOWMAN CONSULTING GROUP, LTD.
POINT OF CONTACT	<u>DAGMAR CAMERON</u>
FLAG FORM	<u>Add Flag</u>

D. Department of Human Rights (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	489 FD
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. FD 135105-01 08/29/2022

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 FD

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

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations
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BOWMAN CONSULTING GROUP, LTD.


System Vendor Number: 20216692

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Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	1/2/2018
STATUS	Accepted
BUSINESS NAME	BOWMAN CONSULTING GROUP, LTD.
POINT OF CONTACT	<u>DAGMAR CAMERON</u>
FLAG FORM	<u>Add Flag</u>


F. Certifications

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


Yes

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


N/A

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

Yes

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

Yes

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

Yes

EXHIBIT "1"

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

N/A

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

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

N/A

G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

25412

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

[Customer Support](#)

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BOWMAN CONSULTING GROUP, LTD. System Vendor Number: 20216692

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	1/2/2018
STATUS	Accepted
BUSINESS NAME	BOWMAN CONSULTING GROUP, LTD.
POINT OF CONTACT	<u>DAGMAR CAMERON</u>
FLAG FORM	<u>Add Flag</u>

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: 40px;">No business operations to disclose.</p>

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

Vendor Registration: View Form



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BOWMAN CONSULTING GROUP, LTD. System Vendor Number: 20216692

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Vendor Registration	
FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	1/2/2018
STATUS	Accepted
BUSINESS NAME	BOWMAN CONSULTING GROUP, LTD.
POINT OF CONTACT	<u>DAGMAR CAMERON</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

No

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.docx</u> (DOCX, 145.58 KB)	Attached by DAGMAR CAMERON on 1/2/2018

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1. 70

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME 70

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

Not applicable - For-Profit Entity

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

No

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

No

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

No

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

No

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

No

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

No

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

No

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

THE PREVIOUS 2 YEARS?

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

Vendor Name: Bowman Consulting Group, Ltd.

DBA: Click here to enter text.

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
Gary Bowman	3863 Centerview Drive Chantilly, VA 20151	53		53%	
Stanley Omland	3863 Centerview Drive Chantilly, VA 20151	7		7	
Michael Bruen	3863 Centerview Drive Chantilly, VA 20151	6		6	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2018

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

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


PRODUCER Klein Agency, LLC P.O. Box 219 Timonium MD 21094		CONTACT NAME: PHONE (A/C, No, Ext): (410) 832-7600 FAX (A/C, No): (410) 832-1849 E-MAIL ADDRESS: certs@kleinagencyllc.com	
INSURED Bowman Consulting Group, Ltd. 3863 Centerview Drive, Suite 300 Chantilly VA 20151-3287		INSURER(S) AFFORDING COVERAGE INSURER A : Charter Oak Fire Insurance Co NAIC # 25615 INSURER B : Travelers Property Casualty Co. of America 25674 INSURER C : Travelers Indemnity Co. of Am 25666 INSURER D : RLI Insurance Company 13056 INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 18-19 w/Endts **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6306J047645	08/31/2018	08/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8109J024883	08/31/2018	08/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			CUP6J395074	08/31/2018	08/31/2019	EACH OCCURRENCE \$ 18,000,000 AGGREGATE \$ 18,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB6J317115	08/31/2018	08/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional & Pollution Liability			RDP0033695	08/31/2018	08/31/2019	Each Claim 5,000,000 Aggregate 8,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contract I-18-4411
 Bridge Reconstruction, Mile Long Bridge (Mile Post 21.5) Construction Management Services
 CGD414, CGF475, CAF227 & CAF129 are attached. See Attachment for specific additional insured wording.

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

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AGENCY CUSTOMER ID: 00003791

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Klein Agency, LLC		NAMED INSURED Bowman Consulting Group, Ltd.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 30 **FORM TITLE:** Certificate of Liability Insurance: Notes

If required under an insured written contract, executed prior to any loss, The Illinois State Toll Highway Authority is an Additional Insured under the General Liability Policy, but only with respects to liability arising from work performed by or on behalf of Bowman Consulting Group, Ltd.

If required under an insured written contract, executed prior to any loss, The Illinois State Toll Highway Authority is an Additional Insured under the Automobile Policy, but only with respects to liability arising from the operation of vehicles by employees of Bowman Consulting Group, Ltd.

If required under an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for The Illinois State Toll Highway Authority under the General Liability, Automobile Liability and Workers Compensation Policies.

It is further understood that coverage provided the Additional Insured under the General Liability and Automobile Liability shall be primary and non-contributory to any other coverage available to the Additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA BUSINESS AUTO COVERAGE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

- A. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
- B. WAIVER OF DEDUCTIBLE – GLASS
- C. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

- D. PERSONAL EFFECTS
- E. AIRBAGS
- F. BLANKET WAIVER OF SUBROGATION

PROVISIONS

A. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph A.2.a.(4), of **SECTION II – LIABILITY COVERAGE**:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

B. WAIVER OF DEDUCTIBLE – GLASS

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

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

C. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

D. PERSONAL EFFECTS

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

Personal Effects

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

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

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

This Personal Effects limit does not apply to "loss" to the covered "auto" or its equipment.

COMMERCIAL AUTO

No deductibles apply to this Personal Effects coverage.

E. AIRBAGS

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

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

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

c. The airbags were not intentionally inflated. We will pay up to a maximum of \$1,000 for any one "loss".

F. BLANKET WAIVER OF SUBROGATION

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARCHITECTS, ENGINEERS AND SURVEYORS
INDUSTRYEDGESM ENDORSEMENT – VIRGINIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

maintain the majority ownership interest in, such organization.

PROVISIONS

A. BROADENED INSURED – UNNAMED SUBSIDIARIES

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

Each of the following is also an insured:

Any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy is an insured. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or

B. INCIDENTAL MEDICAL MALPRACTICE

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

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" who is employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic, in providing or failing to provide "incidental medical services" or "Good Samaritan services" to a person.

COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

Sale of Pharmaceuticals

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

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

This insurance is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to you or any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" or "Good Samaritan services", except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

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

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

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

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

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

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

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

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

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

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

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

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

- E. **AIRCRAFT CHARTERED WITH PILOT**

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

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured; and

(b) Not owned by any insured.

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

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

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

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

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

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

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

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

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

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

- a. \$300,000; or
 - b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.
4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

G. PERSONAL INJURY – ASSUMED BY CONTRACT

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

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

H. INCREASED SUPPLEMENTARY PAYMENTS

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

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

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

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

COMMERCIAL GENERAL LIABILITY

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

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

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

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that "written contract requiring insurance".
- 2. The insurance provided to such additional insured under this Provision I. is subject to the following provisions:**
- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;
 - (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or
 - (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.
- 3. This Provision I. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is**

added by another endorsement to this Coverage Part.

J. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

M. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

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

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

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

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

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

O. MEDICAL PAYMENTS LIMIT

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

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

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

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees

COMMERCIAL GENERAL LIABILITY

who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph 4., **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";

- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion **g.** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this

approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to **SECTION V – DEFINITIONS** :

"Other insurance":

a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (1) Another insurance company;
- (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5. of **LIMITS OF INSURANCE (Section III)** or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of **LIMITS OF INSURANCE (Section III)** applies;
- (3) Any risk retention group;
- (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
- (5) Any similar risk transfer or risk management method.

b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. **Representations of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

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

U. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in the **DEFINITIONS** Section is replaced by the following:
 - c. Any easement or license agreement;
2. Subparagraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

COMMERCIAL GENERAL LIABILITY

V. ADDITIONAL DEFINITION – WRITTEN CONTRACT REQUIRING INSURANCE

The following definition is added to the **DEFINITIONS** Section:

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

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

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

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

COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

Contract Information Sheet

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

Consultant Name: Bowman Consulting Group, Ltd.

Contract Number: I-18-4411

Proposal Date: 11/9/2018

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-18-4411

Consultant: Bowman Consulting Group, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												Grand Total Exhibit A Hours	TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Project Manager	173	173	173	173	173	173	173	140	140	140	140	140	140	140	1911
Sr. Resident Engineer	173	173	173	173	173	173	173	173	173	173	173	173	173	173	2076
MOT Coordinator	0	0	0	0	173	217	217	217	217	217	217	217	217	217	1648
Utility Inspection Engineer	0	0	87	87	87	87	87	87	87	87	87	87	87	87	870
Chief of Structures	173	173	173	173	173	217	217	217	217	217	217	217	217	217	2340
Assistant Roadway Engineer	0	0	0	173	173	217	217	217	217	217	217	217	217	217	1821
Documentation Engineer	0	0	0	173	173	217	217	217	217	217	217	217	217	217	1821
Inspector	0	0	0	0	0	0	0	217	217	217	217	217	217	217	1041
Survey Manager	87	87	87	87	87	87	87	87	87	87	87	87	87	87	1044
Surveyor Assistant	0	0	0	87	87	87	87	87	87	87	87	87	87	87	783
Admin Designer Support	0	0	0	173	173	173	173	173	173	173	173	173	173	173	1557
Struct Designer Support	0	0	0	30	30	30	30	30	30	30	30	30	30	30	270
Drainage Designer Support	0	0	0	10	10	10	10	10	10	10	10	10	10	10	90
TOTALS	606	606	693	1339	1512	1688	1688	1872	1872	1872	1872	1872	1872	1652	17272

Contract Number: 1-18-4411 Consultant: Bowman Consulting Group, Ltd.

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	140	140	140	140	140	140	140	140	140	140	140	140	140	1680
Sr. Resident Engineer	173	173	173	173	173	173	173	173	173	173	173	173	173	2076
MOT Coordinator	173	173	217	217	217	217	217	217	217	217	217	217	217	2472
Utility Inspection Engineer	0	0	0	0	0	0	0	0	0	0	0	0	0	
Chief of Structures	173	173	217	217	217	217	217	217	217	217	217	217	217	2472
Assistant Roadway Engineer	173	173	217	217	217	217	217	217	217	217	217	217	217	2472
Documentation Engineer	173	173	217	217	217	217	217	217	217	217	217	217	217	2472
Inspector	173	173	217	217	217	217	217	217	217	217	217	217	217	2299
Survey Manager	87	87	87	87	87	87	87	87	87	87	87	87	87	1044
Surveyor Assistant	87	87	87	87	87	87	87	87	87	87	87	87	87	1044
Admin	173	173	173	173	173	173	173	173	173	173	173	173	173	2076
Designer Support Struct	30	30	30	30	30	30	30	30	30	30	30	30	30	360
Designer Support Drainage	10	10	10	10	10	10	10	10	10	10	10	10	10	120
TOTALS	1565	1565	1785	1785	1785	1785	1785	1785	1785	1785	1785	1785	1392	20587

Contract Number: I-18-4411

Consultant: Bowman Consulting Group, Ltd.

18-4411-001

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	140	140	140	140	140	140	140	140	140	140	140	140	140	1680
Sr. Resident Engineer	173	173	173	173	173	173	173	173	173	173	173	173	173	2076
MOT Coordinator	173	173	217	217	217	217	217	217	217	217	217	217	173	2472
Utility Inspection Engineer	0	0	0	0	0	0	0	0	0	0	0	0	0	
Chief of Structures	173	173	217	217	217	217	217	217	217	217	217	217	173	2472
Assistant Roadway Engineer	173	173	217	217	217	217	217	217	217	217	217	217	173	2472
Documentation Engineer	173	173	217	217	217	217	217	217	217	217	217	217	173	2472
Inspector	0	0	217	217	217	217	217	217	217	217	217	217	0	1519
Survey Manager	87	87	87	87	87	87	87	87	87	87	87	87	87	1044
Surveyor Assistant	87	87	87	87	87	87	87	87	87	87	87	87	87	1044
Admin	173	173	173	173	173	173	173	173	173	173	173	173	173	2076
Designer Support Struct	30	30	30	30	30	30	30	30	30	30	30	30	30	360
Designer Support Drainage	10	10	10	10	10	10	10	10	10	10	10	10	10	120
TOTALS	1392	1392	1785	1785	1785	1785	1785	1785	1785	1568	1568	1392	19807	

Contract Number: I-18-4411

Consultant: Bowman Consulting Group, Ltd.

Bowman Consulting Group, 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			
Project Manager	140	140	140	140	140	140	140	140	140	140	140	140	140	140	1680
Sr. Resident Engineer	173	173	173	173	173	173	173	173	173	173	173	173	173	173	2076
MOT Coordinator	173	173	217	217	217	217	217	217	217	217	217	217	217	217	2472
Utility Inspection Engineer															
Chief of Structures	173	173	217	217	217	217	217	217	217	217	217	217	217	217	2472
Assistant Roadway Engineer	173	173	217	217	217	217	217	217	217	217	217	217	217	217	2472
Documentation Engineer	173	173	217	217	217	217	217	217	217	217	217	217	217	217	2472
Inspector	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Survey Manager	87	87	87	87	87	87	87	87	87	87	87	87	87	87	1044
Surveyor Assistant	87	87	87	87	87	87	87	87	87	87	87	87	87	87	1044
Admin	173	173	173	173	173	173	173	173	173	173	173	173	173	173	2076
Designer Support	30	30	30	30	30	30	30	30	30	30	30	30	30	30	360
Design Support															
Drainage	10	10	10	10	10	10	10	10	10	10	10	10	10	10	120
TOTALS	1392	1392	1568	1568	1568	1568	1568	1568	1568	1568	1568	1568	1568	1568	18288

Contract Number: I-18-4411

Consultant: Bowman Consulting Group, Ltd.

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		
Project Manager	140	140	140	140	140	140	140	140	140	140	140	140	140	1680
Sr. Resident Engineer	173	173	173	173	173	173	173	173	173	173	173	173	173	2076
MOT Coordinator	173	173	217	217	217	217	217	217	217	217	217	217	217	2516
Utility Inspection Engineer			87	87	87	87	87	87	87	87	87	87	87	870
Chief of Structures	173	173	217	217	217	217	217	217	217	217	217	217	217	2516
Assistant Roadway Engineer	173	173	217	217	217	217	217	217	217	217	217	217	217	2516
Documentation Engineer	173	173	217	217	217	217	217	217	217	217	217	217	217	2516
Inspector	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Survey Manager	87	87	87	87	87	87	87	87	87	87	87	87	87	1044
Surveyor Assistant	87	87	87	87	87	87	87	87	87	87	87	87	87	1044
Admin Designer Support	173	173	173	173	173	173	173	173	173	173	173	173	173	2076
Struct Designer Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drainage	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	1352	1352	1615	1615	1615	1615	1615	1615	1615	1615	1615	1615	1615	18854

Contract Number: I-18-4411 Consultant: Bowman Consulting Group, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2024												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Project Manager	140	140	140	140	140	140	140	140	140	140	140	140	140	1680
Sr. Resident Engineer	173	173	173	173	173	173	173	173	173	173	173	173	173	2076
MOT Coordinator	173	173	173	217	217	217	217	217	217	173	173	173	173	2340
Utility Inspection Engineer	87	87	87	87	87	87	87	87	87	87	87	87	87	1044
Chief of Structures	173	173	173	217	217	217	217	0	0	0	0	0	0	1387
Assistant Roadway Engineer	173	173	173	217	217	217	217	217	217	217	0	0	0	2038
Documentation Engineer	173	173	173	217	217	217	217	217	217	217	173	173	173	2384
Inspector	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Survey Manager	87	87	87	87	87	87	87	87	87	87	87	87	87	870
Surveyor Assistant	87	87	87	87	87	87	87	87	87	87	87	87	87	870
Admin Designer Support	173	173	173	173	173	173	173	173	173	173	173	173	173	2076
Struct Designer Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drainage	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	1439	1439	1439	1615	1615	1615	1615	1398	1398	1354	919	919	16765	

Contract Number: I-18-4411

Consultant: Bowman Consulting Group, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS OF YEAR 2025												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Project Manager	140	140	140	140	140	140	140							980
Sr. Resident Engineer	173	173	173	173	173	173	173							1211
MOT Coordinator	173	0	0	0	0	0	0							173
Utility Inspection Engineer	87	0	0	0	0	0	0							87
Chief of Structures	0	0	0	0	0	0	0							
Assistant Roadway Engineer	0	0	0	0	0	0	0							
Documentation Engineer	173	173	173	173	173	0	0							865
Inspector	0	0	0	0	0	0	0							
Survey Manager	0	0	0	0	0	0	0							
Surveyor Assistant	0	0	0	0	0	0	0							
Admin	173	173	173	173	173	173	173							1211
Designer Support Struct	0	0	0	0	0	0	0							
Designer Support Drainage	0	0	0	0	0	0	0							
TOTALS	919	659	659	659	659	486	486							4527

Contract No.: I-18-4411

Consultant: Bowman Consulting Group, Ltd.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>116,100.00</u> (Total Work Hours from Exhibit A)	<u>\$ 70.33</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>8,165,313.00</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 \$ 22,862,876.40

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

TOTAL DIRECT COSTS \$ 980,551.33

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 13,212,609.25

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ 10,943,963.02

TOTAL SERVICES BY OTHERS \$ 24,156,572.27

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)

\$ 48,000,000.00

Rev. 9/2018

Contract No.: I-18-4411 Consultant: Bowman Consulting Group, 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

- RR Protective Liability Insurance
- Drone Supplies/Technology
- RR Safety Training
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 980,551.33

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-18-4411

Consultant: Bowman Consulting Group, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Michael Hannemann, P.E.

Project Engineer: _____

Resident Engineer: Jeffrey Druckman

Documentation Engineer: Douglas Milligan

Project Civil Engineer: Eric Grzeskowiak, P.E.

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

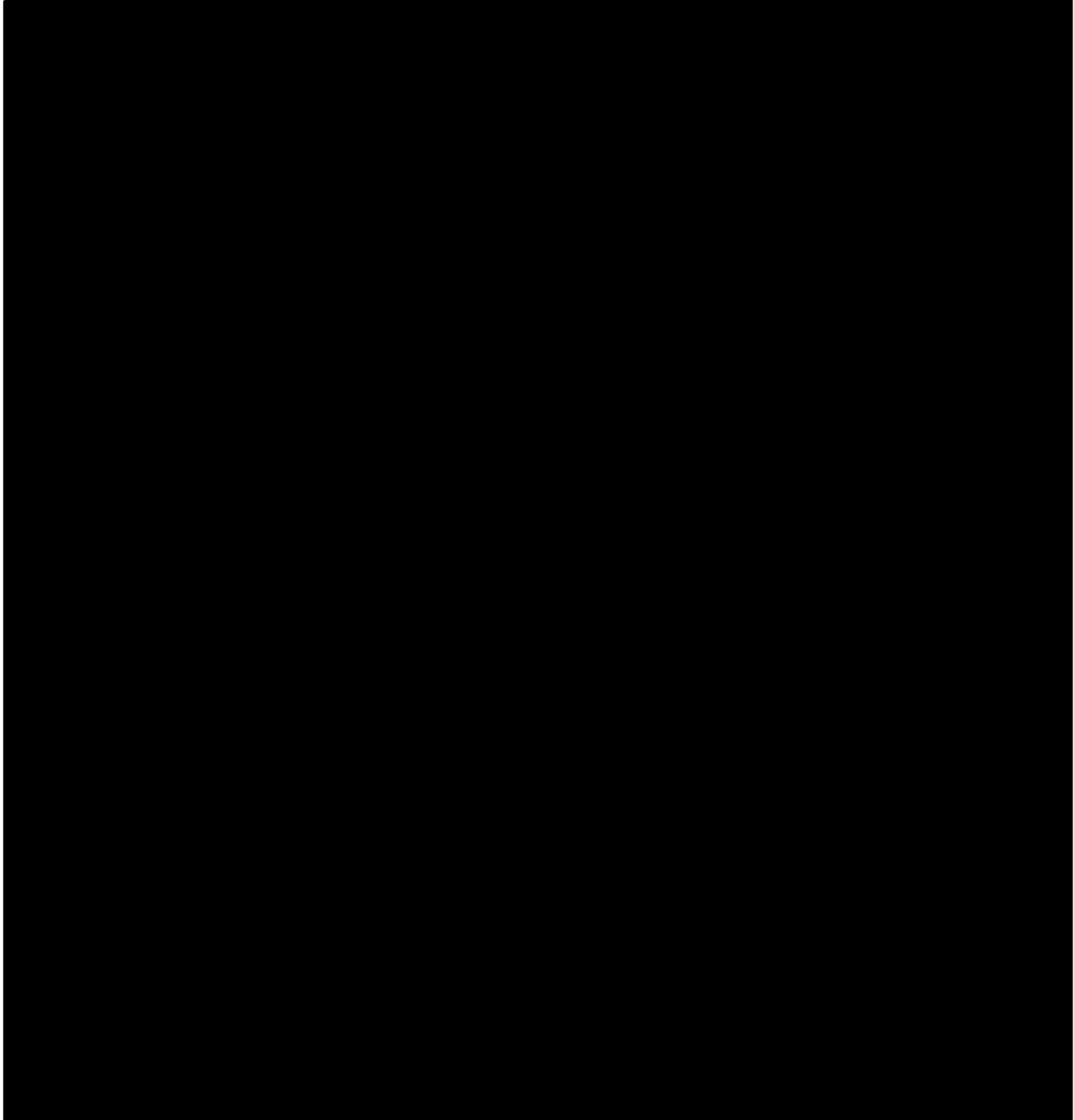
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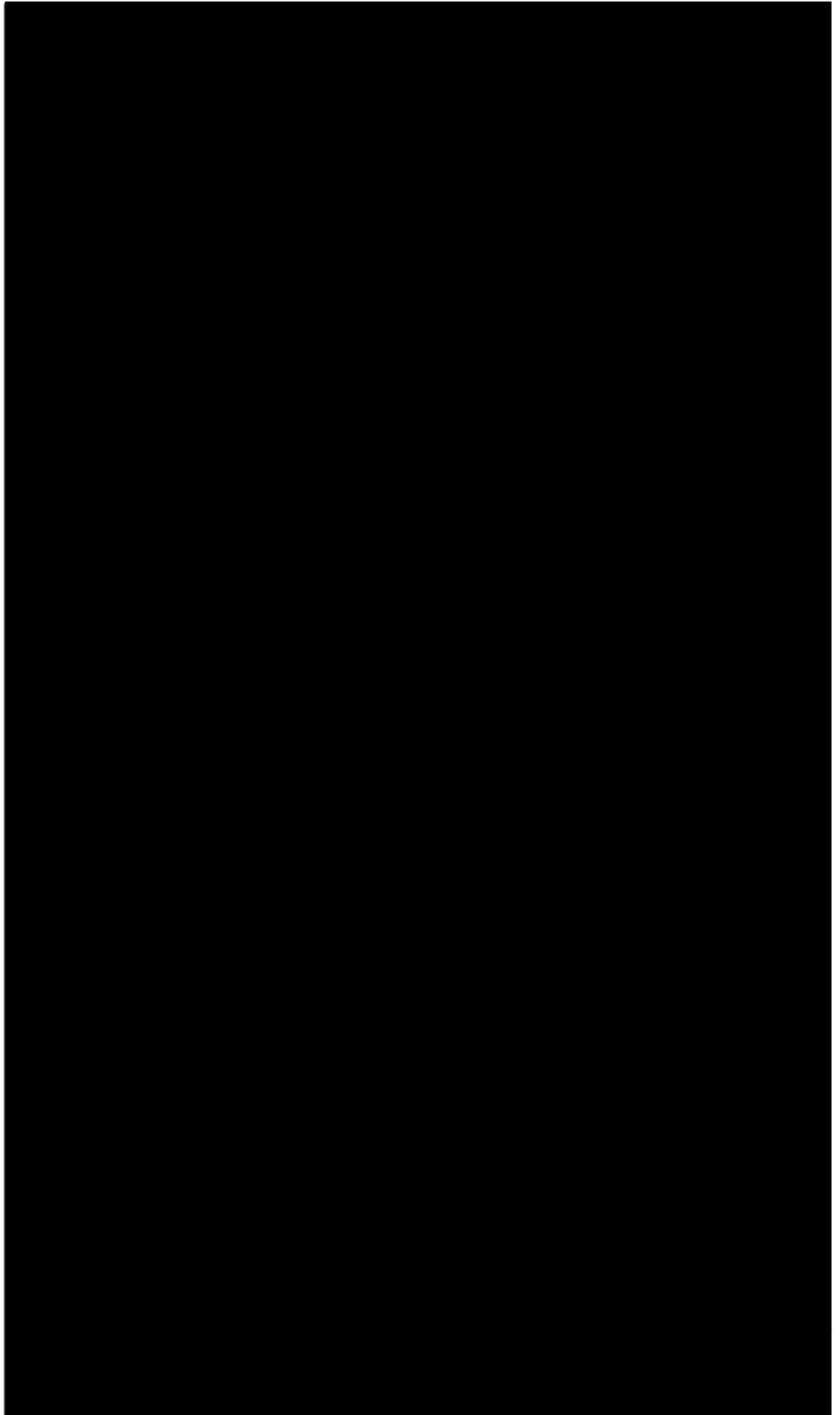
Name: _____

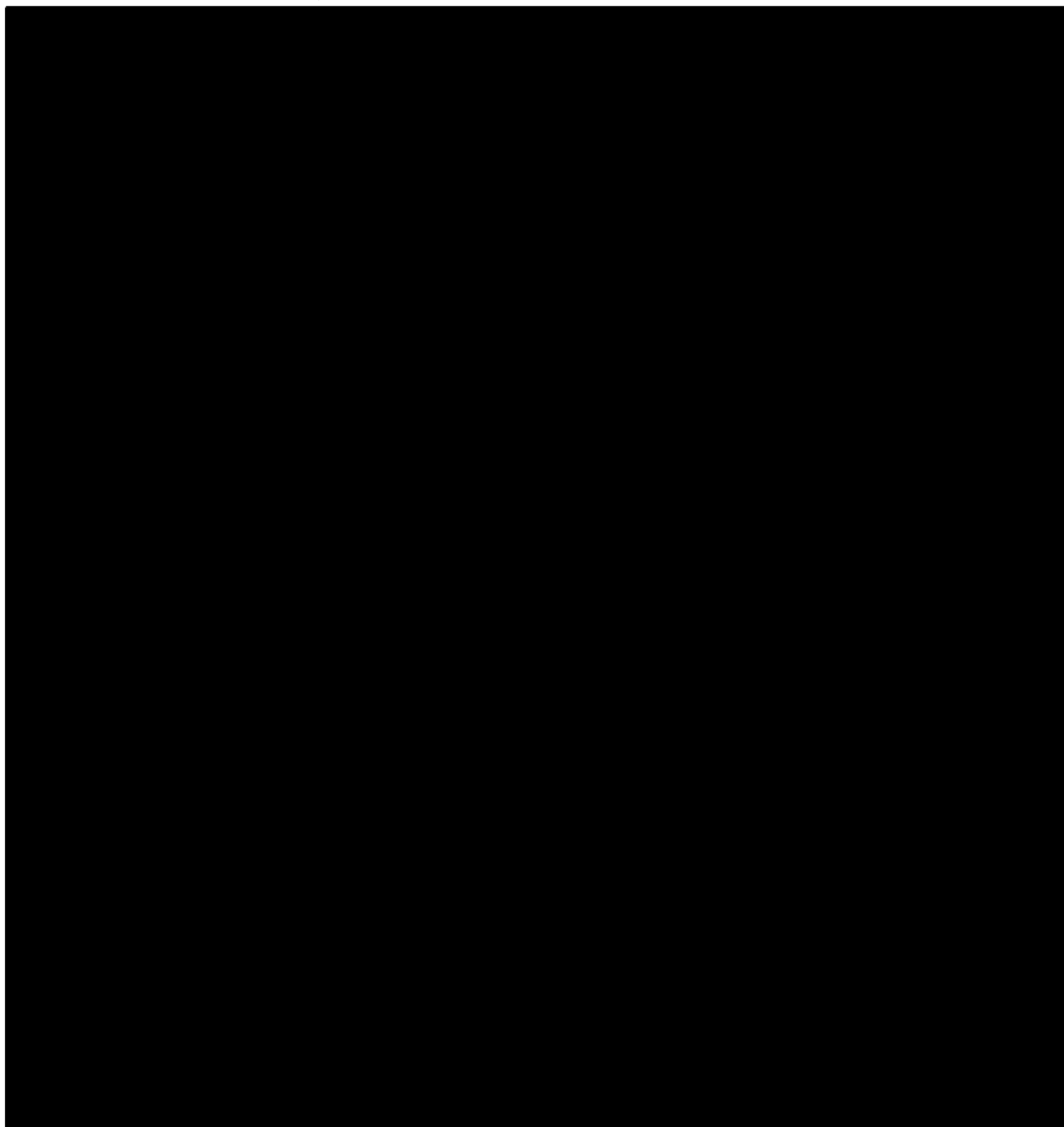
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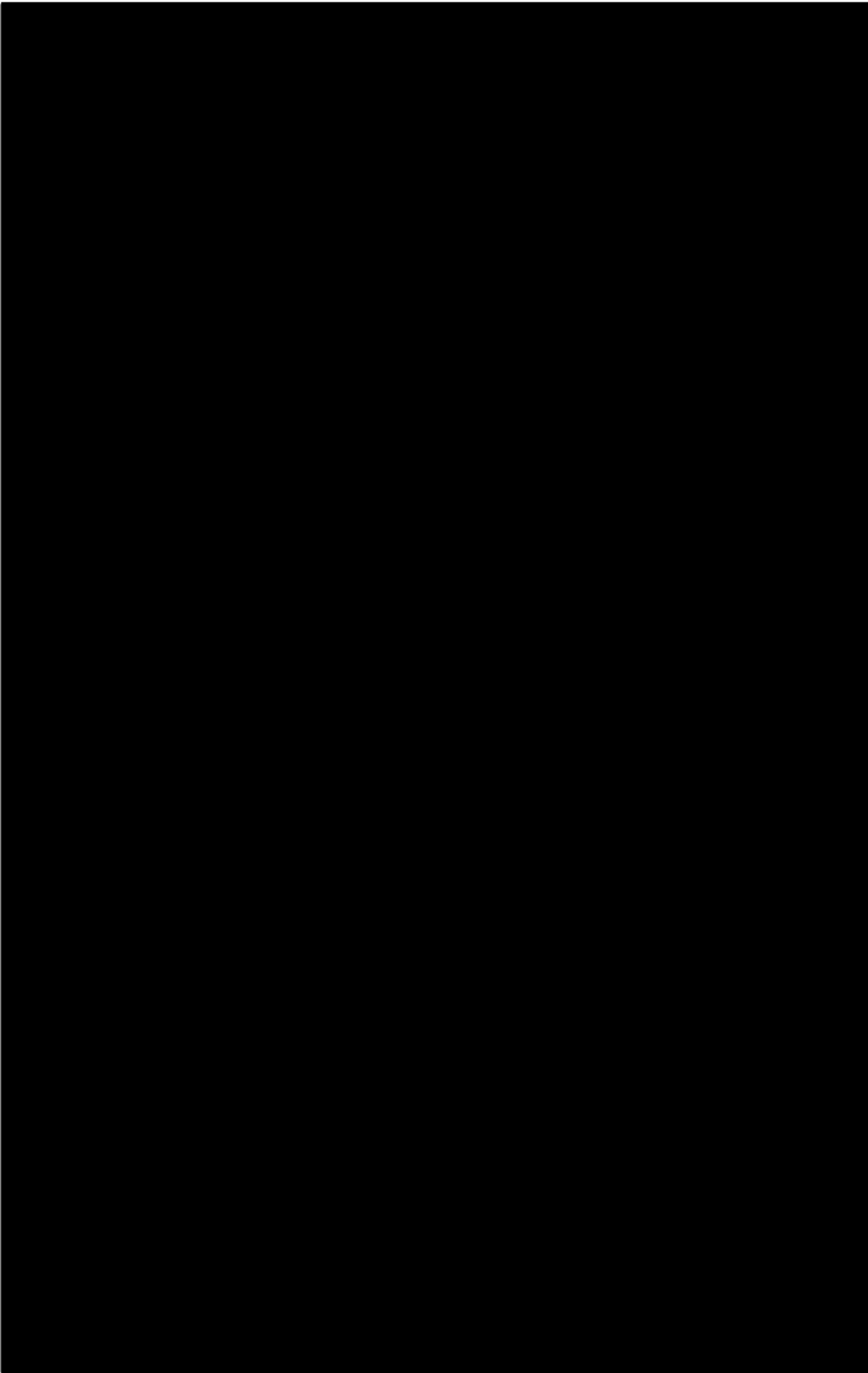
Name: _____

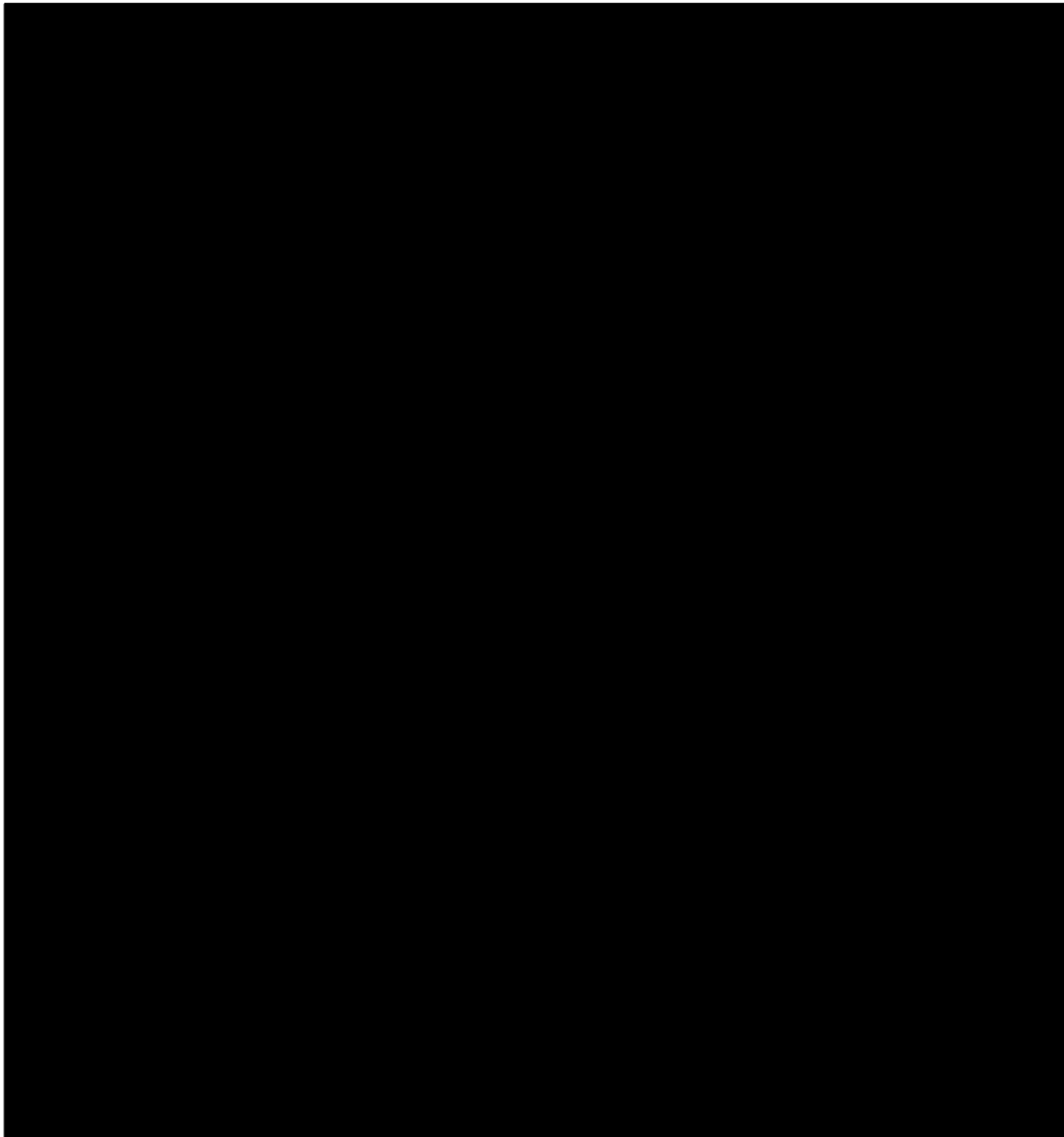
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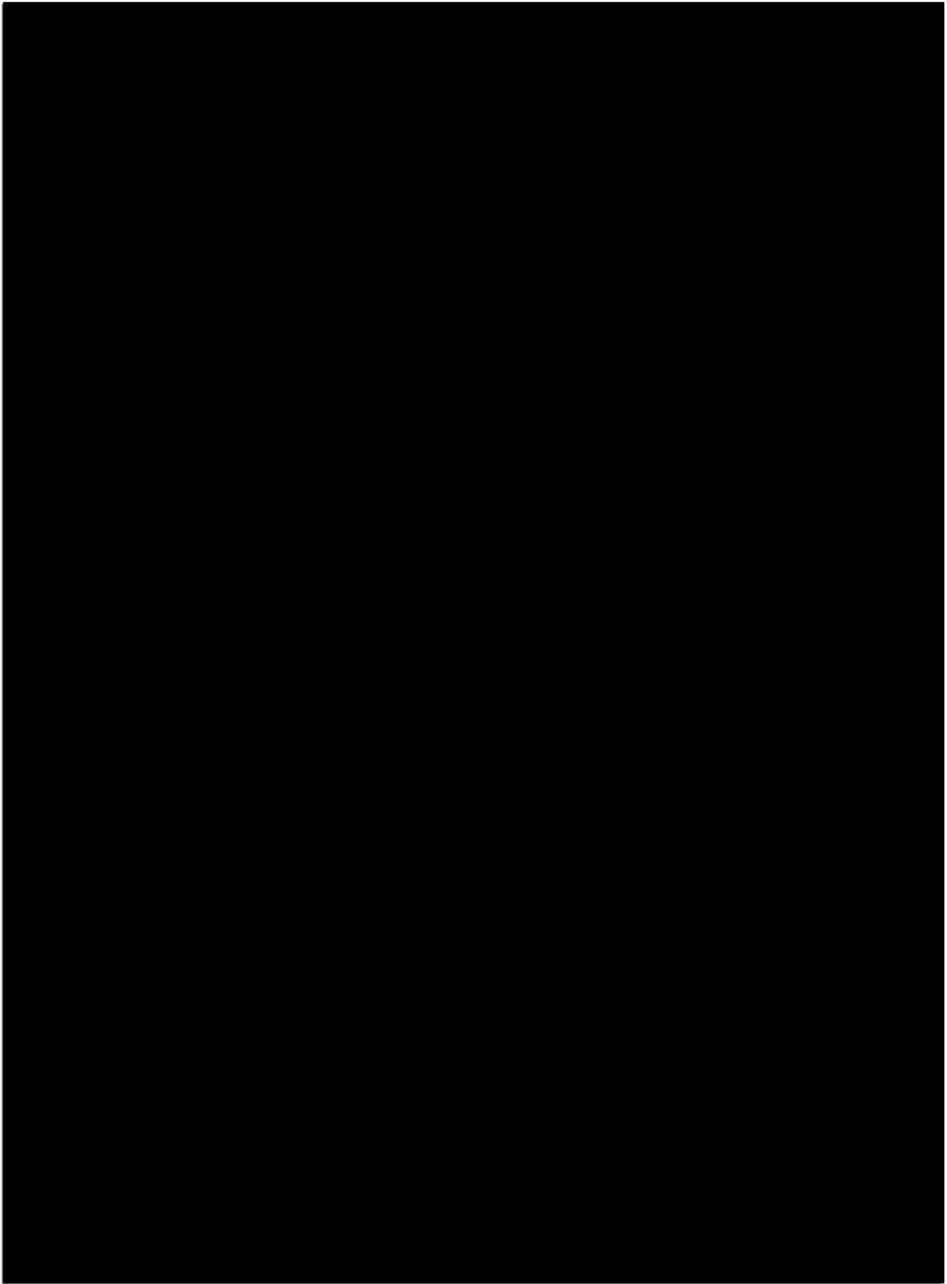


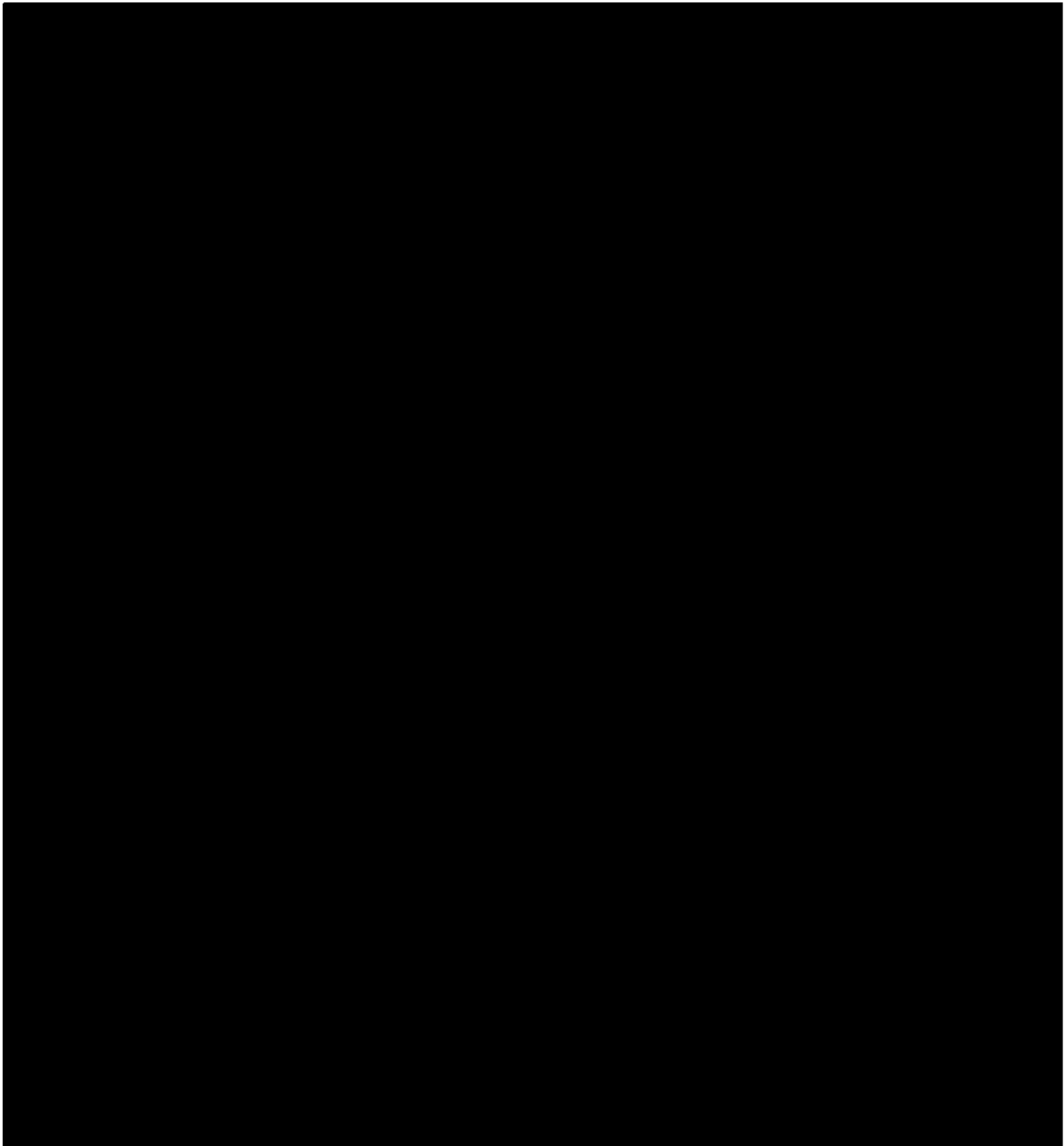












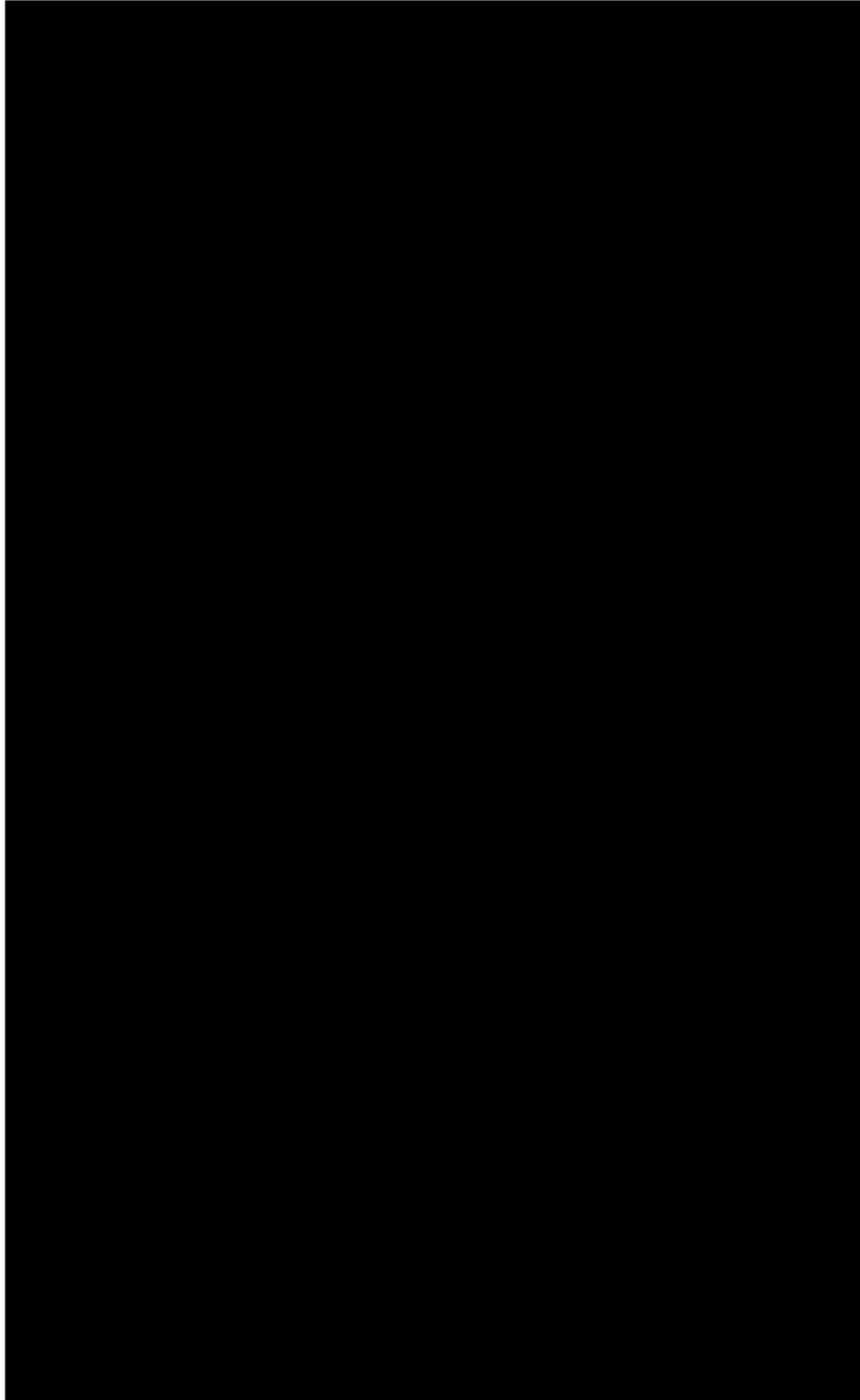


Exhibit F

Scope of Work

Tri-State Tollway, Bridge Reconstruction, Mile-Long Bridge (M.P. 21.5)

Contract No. I-18-4411

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to perform Phase III engineering services for the construction inspection, and supervision on the Tri-State Tollway for all construction contracts associated with the Mile Long Bridge in Cook County, Illinois. The Tollway may adjust the project limits and project scope to more accurately reflect the field conditions.

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.

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

The Consultant shall furnish Construction Manager services in accordance with the articles contained in the Authority's CM Manual dated March 2018, and all applicable Tollway Criteria, Manuals and Bulletins.

III. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the CM Manual.

IV. 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-18-4411
Tri-State Tollway, Bridge Reconstruction, Mile-Long Bridge (M.P. 21.5)

SCHEDULE

1.	Scoping Meeting	October 16, 2018
2.	CM Proposal Submittal	October 23, 2018
3.	CM Proposal Approval	October 29, 2018
4.	Board Approval	November 29, 2018
5.	Notice to Proceed	January 1, 2019
6.	Construction Start Date	June 28, 2019
7.	Construction Contract Completion	June 29, 2023

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 projects. The System provides a number of benefits to the project participants, including:

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT G

Contract No. I-18-4411

Bowman Consulting Group, 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-88 to I-294 I-13-4117	Reconstruction of the East West Connector between the Tri-State Tollway and the Reagan Memorial Tollway	\$3,942,818.92	\$100,000	3/1/2018
I-294 RR-14-4551	Phase I Structural, Phase I Drainage and Hydraulic Report, Phase II Structural and Drainage PS&E. Bridge Rehabilitation/Reconstruction, Mile-Long Bridge (MP 21.5)	\$1,744,296	\$244,692	12/31/2018
I-18-4356	Rehabilitation of Tri-State Tollway from Balmoral to Wolf	\$2,390,000	\$1,800,000	12/31/2019
RR-16-4305	Phase II PS&E for the Proposed Bridge Rehabilitation, Bridge Repairs Bridge Demolition along the Tri-State Tollway between 95th Street and Balmoral Avenue	\$126,648	\$9,333	10/31/2022
I-17-4304	Provide design support services QA/QC	\$150,000	\$48,833	10/31/2022
RR-13-4117	Provide Engineering Support	\$29,887	\$26,806	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

<p>1 <u>ZIM Group, LLC.</u></p> <p>Direct Labor \$ 1,317,228.56</p> <p>Direct Costs \$ 122,525.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 1,439,753.56</p>	<p>7 <u>JA Watts, Inc.</u></p> <p>Direct Labor \$ 919,280.71</p> <p>Direct Costs \$ 41,470.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 960,750.71</p>
<p>2 <u>Accurate Group, Inc.</u></p> <p>Direct Labor \$ 1,347,075.97</p> <p>Direct Costs \$ 93,990.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 1,441,065.97</p>	<p>8 <u>Milennia Professional Services of Illinois, Ltd.</u></p> <p>Direct Labor \$ 272,508.60</p> <p>Direct Costs \$ 208,860.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 481,368.60</p>
<p>3 <u>Ames Engineering, Inc.</u></p> <p>Direct Labor \$ 222,922.39</p> <p>Direct Costs \$ 19,045.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 241,967.39</p>	<p>9 <u>Nashnal Soil Testing, LLC</u></p> <p>Direct Labor \$ 230,584.20</p> <p>Direct Costs \$ 13,390.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 243,974.20</p>
<p>4 <u>Angelo Construction Services, Inc.</u></p> <p>Direct Labor \$ 1,382,983.98</p> <p>Direct Costs \$ 54,080.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 1,437,063.98</p>	<p>10 <u>Peralta-Clark LLC</u></p> <p>Direct Labor \$ 1,559,644.13</p> <p>Direct Costs \$ 122,070.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 1,681,714.13</p>
<p>5 <u>Cheri K Lewis Engineers, LLC dba CKL Engineers, LLC</u></p> <p>Direct Labor \$ 1,803,076.35</p> <p>Direct Costs \$ 117,195.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 1,920,271.35</p>	<p>11 <u>Program Management & Control Services, LLC</u></p> <p>Direct Labor \$ 914,505.87</p> <p>Direct Costs \$ 48,295.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 962,800.87</p>
<p>6 <u>Interra, Inc.</u></p> <p>Direct Labor \$ 306,470.98</p> <p>Direct Costs \$ 174,825.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 481,095.98</p>	<p>12 <u>Terra Engineering, Ltd.</u></p> <p>Direct Labor \$ 1,825,037.51</p> <p>Direct Costs \$ 95,745.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 1,920,782.51</p>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 13,212,609.25

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 13,212,609.25

DBE/MBE/WBE Percentage of Total Fee (Includes Additional Services): **EXHIBIT 11**

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): **75.41%**

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>Alfred Benesch & Co.</u></p> <p>Direct Labor \$ 9,218,240.64</p> <p>Direct Costs \$ 378,170.00</p> <p>Services by Others </p> <p>Additional Services ** </p> <p>Total this Subconsultant (ULC) \$ 9,596,410.64</p>	<p>6</p> <p>Direct Labor </p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>2 <u>HW Lochner, Inc.</u></p> <p>Direct Labor \$ 144,327.09</p> <p>Direct Costs </p> <p>Services by Others </p> <p>Additional Services ** </p> <p>Total this Subconsultant (ULC) \$ 144,327.09</p>	<p>7</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>3 <u>Juneau Associates, Inc. P.C.</u></p> <p>Direct Labor \$ 553,072.07</p> <p>Direct Costs \$ 47,190.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 600,262.07</p>	<p>8</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>4 <u>Orion Engineers, LLC</u></p> <p>Direct Labor \$ 568,448.22</p> <p>Direct Costs \$ 34,515.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 602,963.22</p>	<p>9</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>5</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>10</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 10,943,963.02

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 10,943,963.02

Contract Information Sheet

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

Consultant Name: 2IM Group, LLC

Contract Number: I-18-4411

Proposal Date: 11/9/2018

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-18-4411

Consultant: 2IM Group, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CM Services	0	0	0	0	0	87	87	303	303	303	303	87	1473
TOTALS						87	87	303	303	303	303	87	1473

Contract Number: I-18-4411

Consultant:

2IM Group, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CM Services	87	87	303	303	303	303	303	303	303	303	303	260	3161
TOTALS	87	87	303	303	303	303	303	303	303	303	303	260	3161

Contract Number: I-18-4411

Consultant:

ZIM Group, 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	
CM Services	260	260	303	303	303	303	303	303	182	87	87	87	2781
TOTALS	260	260	303	303	303	303	303	303	182	87	87	87	2781

Contract Number: I-18-4411

Consultant: 2IM Group, LLC

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	
CM Services	260	303	303	303	303	303	303	303	303	303	303	260	3550
TOTALS	260	303	303	303	303	303	303	303	303	303	303	260	3550

Contract Number: I-18-4411

Consultant: 2IM Group, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2024												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CM Services	260	260	303	303	303	303	303	303	87	87	0	0	2512
TOTALS	260	260	303	303	303	303	303	303	87	87			2512

Contract No.: I-18-4411 Consultant: 2IM Group, LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/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) \$ 122,525.00

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-18-4411

Consultant: 2IM Group, 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-18-4411
2IM Group, LLC
SCOPE OF SERVICES

CM services per the CM Manual.

EXHIBIT G

Contract No. I-18-4411

2IM Group, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-355 Veterans Memorial Tollway I-55 to Butterfield Road	Phase II Engineering Services	\$403,228.43	\$40,473.67	Jun-18
Reagan Memorial Tollway Annie Glidden Road to IL 56	Phase II Engineering Services	\$255,819.54	\$18,192.48	Jun-18
Environmental Studies Upon Request. Phase I and Phase II Engineering.	Phase II Services	\$150,000.00	\$150,000.00	Dec-18
Design Corridor Manager for Tri-State (I-294) from Balmoral to 95th Street	Phase II Services	\$760,860.00	\$708,966.79	Dec-22
Consulting Engineer Services	General Engineering Consultant	\$1,533,288.84	\$1,427,009.93	Dec-21
EOWA -Pratt Boulevard to Touhy Avenue Phase II Engineering Services	Phase II Engineering Services	\$275,000.00	\$208,948.34	Dec-18
I-294 St. Charles Road to North Ave.	Phase II Engineering Services	\$1,248,000.00	\$1,219,654.85	Dec-19

DUR - Systemwide	Phase II Engineering Services	\$185,000.00	\$153,363.70	Dec-18
EOWA - West Extension. Phase I	Phase I Engineering Services	\$266,282.59	\$266,282.59	May-20
DUR - Systemwide	Phase II Engineering Services	\$180,000.00	\$180,000.00	Dec-21
Edens Spur Construction Management	Phase III Engineering Services	\$419,984.00	\$369,271.00	Dec-20
Landscape Service Upon Request	Phase II/III Engineering Services	\$8,000,000.00	\$7,800,000.00	Dec-24
Mile Long Bridge Reconstruction	Phase III Engineering Services	TBD	TBD	TBD
Tri-State and I-57 Interchange	Phase III Engineering Services	TBD	TBD	TBD

Contract No.: I-18-4411

Consultant: 2IM Group, LLC

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

Table 1: Subconsultant 1 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 6: Subconsultant 6 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 2: Subconsultant 2 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 7: Subconsultant 7 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 3: Subconsultant 3 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 8: Subconsultant 8 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 4: Subconsultant 4 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 9: Subconsultant 9 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 5: Subconsultant 5 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

Table 10: Subconsultant 10 breakdown showing Direct Labor, Direct Costs, Services by Others, Additional Services, and Total this Subconsultant (ULC) with dollar amounts.

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	_____		Direct Costs	_____		Services by Others	_____		Additional Services **	_____		Total this Subconsultant (ULC)	\$ _____	-	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	_____		Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
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)	\$ _____	-																													
<p>2</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	_____		Direct Costs	_____		Services by Others	_____		Additional Services **	_____		Total this Subconsultant (ULC)	\$ _____	-	<p>7</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
Direct Labor	_____																														
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Direct Costs	\$ _____	-																													
Services by Others	\$ _____	-																													
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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)	\$ _____	-																													
Direct Labor	\$ _____	-																													
Direct Costs	\$ _____	-																													
Services by Others	\$ _____	-																													
Additional Services **	\$ _____	-																													
Total this Subconsultant (ULC)	\$ _____	-																													
<p>4</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-	<p>9</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
Direct Labor	\$ _____	-																													
Direct Costs	\$ _____	-																													
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Total this Subconsultant (ULC)	\$ _____	-																													
Direct Labor	\$ _____	-																													
Direct Costs	\$ _____	-																													
Services by Others	\$ _____	-																													
Additional Services **	\$ _____	-																													
Total this Subconsultant (ULC)	\$ _____	-																													
<p>5</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-	<p>10</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
Direct Labor	\$ _____	-																													
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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: Accurate Group, Inc.

Contract Number: I-18-4411

Proposal Date: 11/9/2018

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-18-4411 Consultant: Accurate Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
CM Services	0	0	0	0	0	0	0	217	217	217	173	173		997
TOTALS								217	217	217	173	173		997

Contract Number: 1-18-4411 Consultant: Accurate Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CM Services	173	173	217	217	217	217	217	217	217	217	173	173	2428
TOTALS	173	173	217	217	217	217	217	217	217	217	173	173	2428

Contract Number: I-18-4411

Consultant: Accurate Group, 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	
CM Services	173	217	217	217	217	217	0	217	217	217	173	0	2082
TOTALS	173	217	217	217	217	217		217	217	217	173		2082

Contract Number: I-18-4411

Consultant: Accurate Group, 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	
CM Services	0	0	217	217	217	217	217	217	217	217	173	173	2082
TOTALS			217	217	217	217	217	217	217	217	173	173	2082

Contract Number: I-18-4411

Consultant: Accurate Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2024												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CM Services	173	173	217	217	217	217	217	40	0	0	0	0	1471
TOTALS	173	173	217	217	217	217	217	40					1471

Contract No.: I-18-4411

Consultant: Accurate Group, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>11,576.00</u> (Total Work Hours from Exhibit A)	\$ <u>41.56</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>481,098.56</u>
--	---	--

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

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>1,347,075.97</u>
--	------------------------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$ <u>93,990.00</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)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

	<u>\$ 1,441,065.97</u>
--	------------------------

Contract No.: I-18-4411 **Consultant:** Accurate Group, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/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) **\$ 93,990.00**

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-18-4411

Consultant: Accurate Group, 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-18-4411

Accurate Group, Inc.

SCOPE OF SERVICES

CM services per the CM Manual

EXHIBIT G

CONTRACT I-18-4411

Accurate Group, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-16-4251 PSB16-1, Item 3	Construction Inspection	\$3,000,000.00	\$30,000.00	11/30/2018
PTB 173-010	Design - Prime	\$1,500,000.00	\$30,000.00	12/31/2018
PTB 175-006	Design - Sub	\$162,000.00	\$8,100.00	12/31/2019
PTB 178-002	Design - Sub	\$132,000.00	\$13,200.00	12/31/2019
PTB 180-002	Design - Prime	\$1,200,000.00	\$300,000.00	12/31/2020
PTB 184-010	Design - Prime	\$1,500,000.00	\$225,000.00	12/31/2019
PTB 185-002	Design - Sub	\$250,000.00	\$125,000.00	12/31/2020
PTB 185-004	Design - Sub	\$75,000.00	\$37,500.00	12/31/2020
PTB 185-012	Design - Sub	\$400,000.00	\$200,000.00	12/31/2020

Rev. 11/3/2018

Contract No.: I-18-4411

Consultant: Accurate Group, Inc.

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> <hr/> <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> <hr/> <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> <hr/> <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> <hr/> <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> <hr/> <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> <hr/> <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> <hr/> <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> <hr/> <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> <hr/> <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> <hr/> <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 H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

Contract Number: I-18-4411

Proposal Date: 11/9/2018

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: 1-18-4411

Consultant: Alfred Benesch & Co.

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	
CM Services	783	783	913	913	913	913	913	913	696	696	696	609	9741
TOTALS	783	783	913	913	913	913	913	913	696	696	696	609	9741

Contract Number: I-18-4411

Consultant: Alfred Benesch & Co.

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		
CM Services	609	609	696	696	696	696	696	913	913	913	913	609	609	8959
TOTALS	609	609	696	696	696	696	696	913	913	913	913	609	609	8959

Contract Number: I-18-4411

Consultant: Alfred Benesch & Co.

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		
CM Services	589	589	893	893	893	893	893	893	893	893	893	893	763	9978
TOTALS	589	589	893	893	893	893	893	893	893	893	893	893	763	9978

Contract Number: I-18-4411

Consultant: Alfred Benesch & Co.

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		
CM Services	763	763	893	893	893	893	893	676	676	676	676	676	676	9371
TOTALS	763	763	893	893	893	893	893	676	676	676	676	676	676	9371

Contract Number: I-18-4411

Consultant: Alfred Benesch & Co.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2024												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CM Services	589	589	539	459	459	459	390	390	390	390	347	347	5348
TOTALS	589	589	539	459	459	459	390	390	390	390	347	347	5348

Contract Number: 1-18-4411

Consultant: Alfred Benesch & Co.

Alfred Benesch & Co.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2025												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
CM Services	347	173	0	0	0	0	0	0	0	0	0	0	0	520
TOTALS	347	173												520

Contract No.: I-18-4411 Consultant: Alfred Benesch & Co.

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) \$ 378,170.00

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-18-4411

Consultant: Alfred Benesch & Co.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: Andrew Keaschall

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Naresh Jindal

 Classification: Materials Coordinator

 Name: _____

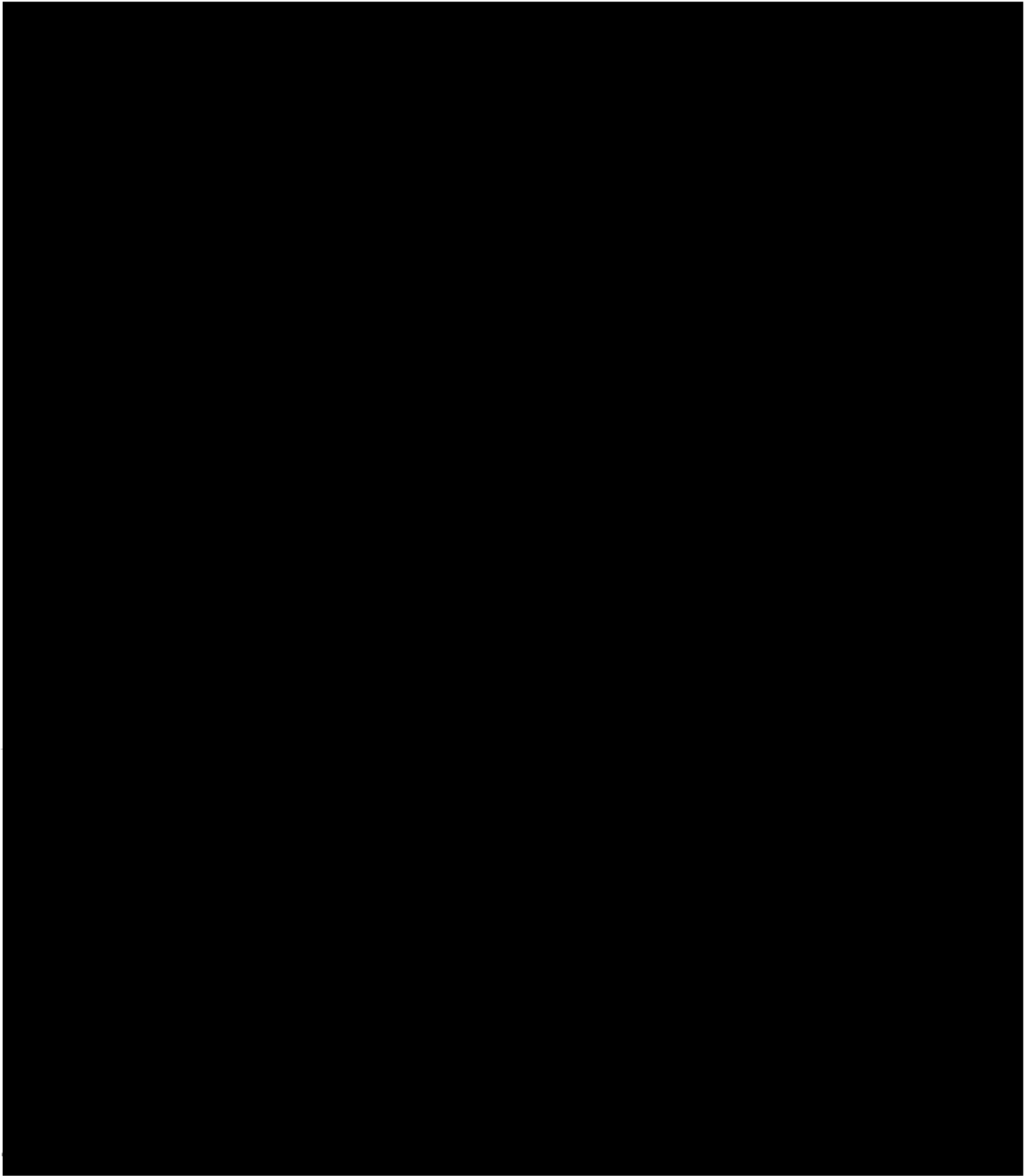
 Classification: _____

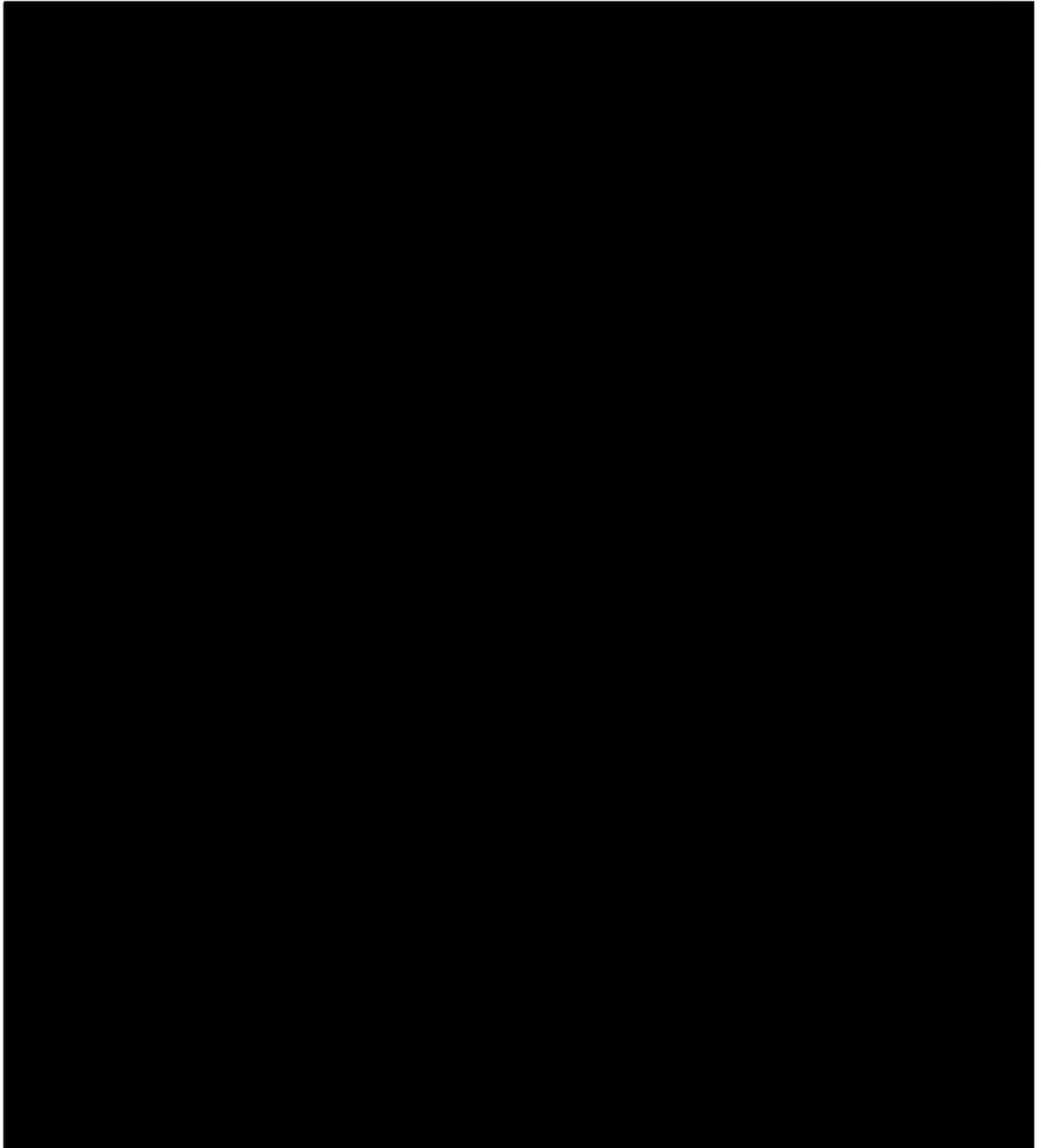
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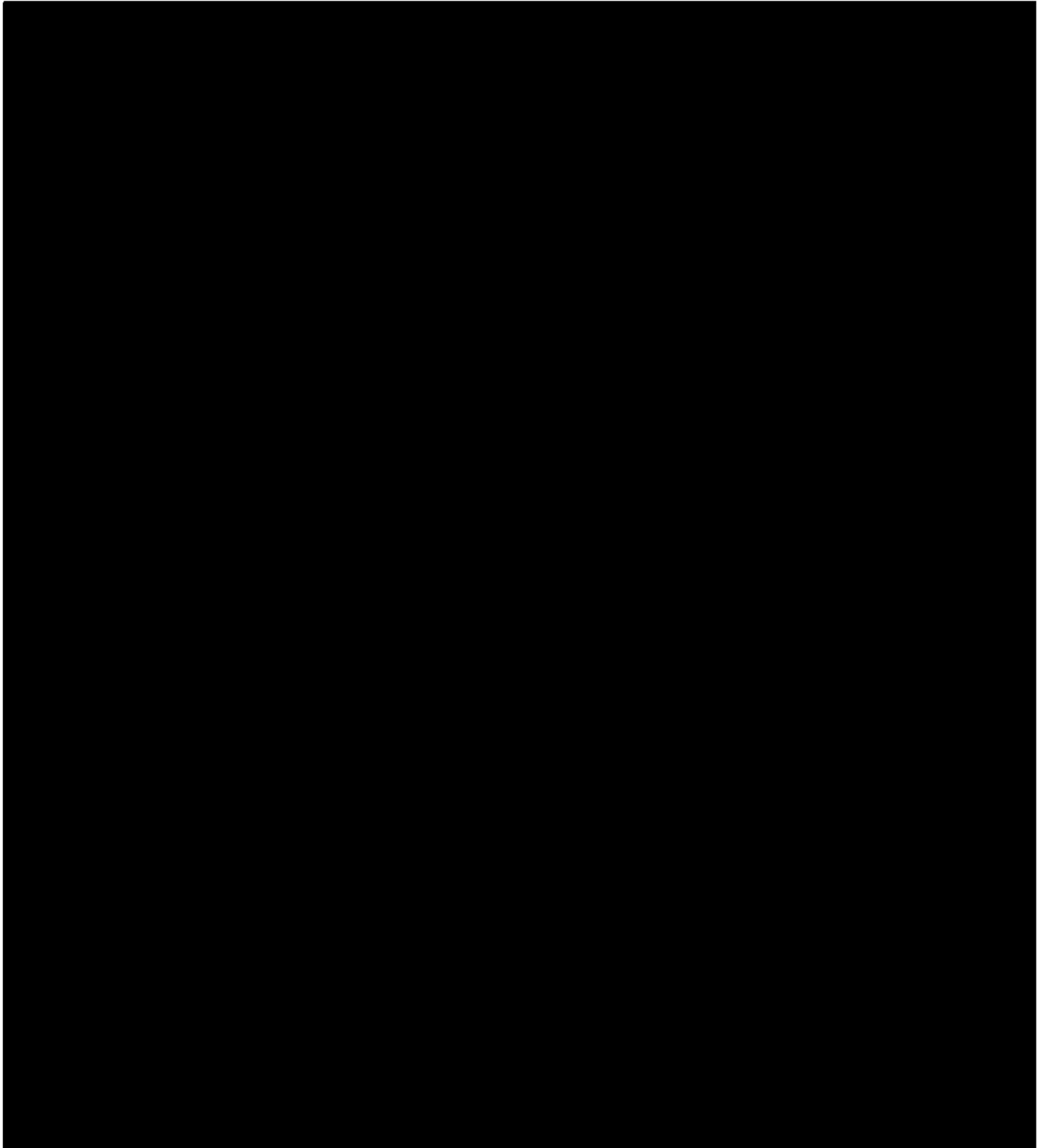
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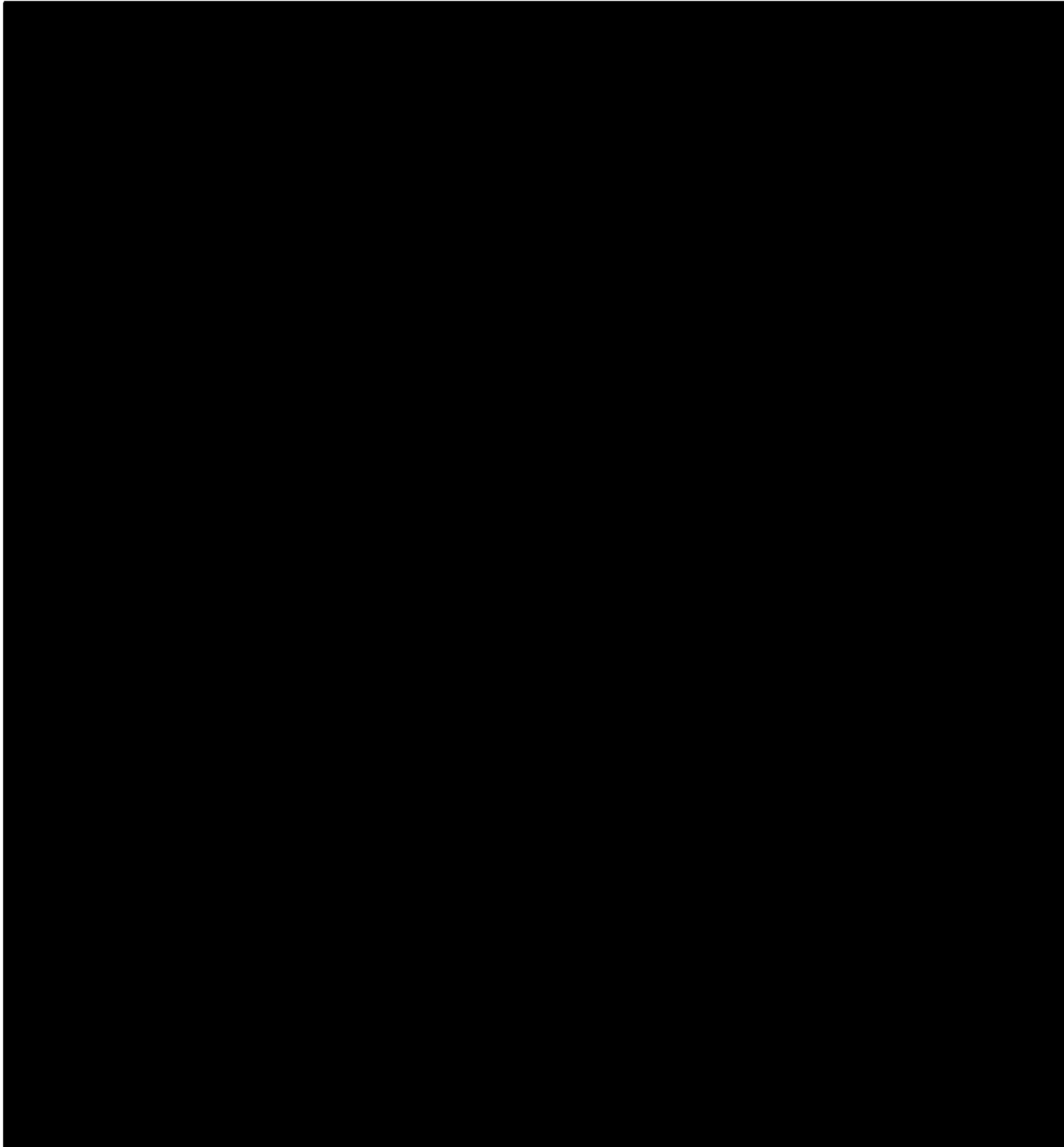


EXHIBIT F

Contract No. I-18-4411

Alfred Benesch & Co.

SCOPE OF SERVICES

CM Services per the CM Manual as well as structural engineering design support and project controls (schedule and cost).

EXHIBIT G

Contract No. I-18-4411

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	\$1,126,429	\$524,848	6/1/2019
D-94-088-06	PTB 152 - I-74/I-155 Interchange	\$5,596,887	\$182,159	7/1/2019
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	12/1/2018
D-93-022-11	PTB 159 - IL-89 over Illinois River, Phase II	\$1,412,394	\$32,313	8/31/2019
I-11-4018	PSB 11-4 - Jane Adams Memorial Reconstruction - Higgins Rd to Randall Rd; I-90 DSE & DCM	\$11,545,793	\$108,147	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	\$45,604	1/1/2019
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	\$360,000	\$174,618	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	\$6,361,384	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	\$445,423	1/1/2019
C-91-174-17	PTB 183 - Weber Road - Phase III - Weber Road at I-55 Interchange	\$10,399,476	\$8,920,118	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

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** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	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)	_____ _____ _____ _____ \$ _____	
3	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____	
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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: Ames Engineering, Inc.

Contract Number: I-18-4411

Proposal Date: 11/9/2018

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-18-4411

Consultant: Ames Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
CM Services	0	0	0	0	0	0	0	217	217	217	173	0		824
TOTALS								217	217	217	173			824

Contract Number: I-18-4411

Consultant: Ames Engineering, 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	
CM Services	0	0	217	217	217	217	217	217	217	0	0	0	1519
TOTALS			217	217	217	217	217	217	217				1519

Contract No.: I-18-4411

Consultant: Ames Engineering, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>2,343.00</u>	<u>\$ 33.98</u>	TOTAL DIRECT SALARY \$	<u>79,615.14</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>222,922.39</u>
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B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$ <u>19,045.00</u>
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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>241,967.39</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-18-4411

Consultant: Ames Engineering, 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-18-4411

Ames Engineering, Inc.

SCOPE OF SERVICES

CM services per the CM manual

EXHIBIT G

Contract No. I-18-4411

Ames Engineering, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Tollway PSB 13-4, Item 1 13-4622	Lighting, Roadway Design, ITS - Phase II	\$880K	\$191K	2019
Tollway PSB 14-3, Item 7 14-5704	Various/Construction Inspection	\$606K	\$125K	2019
Tollway PSB 17-2, Item1 I-17-4674	Phase II	\$121K	\$31K	2019
Tollway PSB 17-2, Item6 I-16-4274	Phase II	\$239K	\$7K	2018
Tollway PSB 17-2, Item 8 16-4276	Phase II	\$100K	\$74K	2018
Tollway PSB 17-3, Item 2 I-17- 4297	Phase II	\$410K	\$287K	2022
Tollway PSB 17-3, Item 3 I-17- 4298	Phase II	\$456K	\$355K	2022
Tollway PSB 17-3, Item 4 I-17- 4299	Phase II	\$76K	\$61K	2022
Tollway PSB 17-3, Item 7 I-17- 4302	Phase II	\$203K	\$50K	2022
Tollway PSB 17-3, Item 17 RR, 16-4282	Construction Inspection	\$202K	\$80K	2019
Tollway PSB 17-3, Item 24 I- 17-4682	Construction Inspection Upon Request	\$307K	\$235K	2020

Tollway PSB 18-3, Item 1 I-18- 4411	Construction Inspection	Pending Negotiations	TBD	
IDOT-1 PTB 163, Item 17 D-91-268- 12	Phase II	Pending Negotiations	TBD	
IDOT-1 PTB 167, Item 14 D-91-177- 13	Civil/Lighting Phase II	\$148K	\$61K	On Hold
IDOT-1 PTB 169, Item 16 D-91-424- 13	Lighting - Phase II	\$49K	\$21K	2018
IDOT-1 PTB 169 Item 21 P-91-005-14	Various - Phase II	\$123K	\$35K	2018
IDOT-1 PTB 177, Item 5 D-91-013- 16	Traffic Control and Signage Review	\$600K	\$335K	2019
IDOT-1 PTB 178, Item 6 D-91-119- 16	Phase I, II and III Plan Review	\$1,000K	\$55K	2018
IDOT-1 PTB 181, Item 5 D-91- 477-16	Lighting - Phase II	\$28K	\$2K	2019
IDOT-1 PTB 185, Item 3 D-91-004- 18	Traffic Counts -Phase I	\$17K	\$0K	2018
IDOT-4 PTB 186, Item 9 P-95- 020-17	Phase II Lighting and Electrical plus Misc Phase I	\$8K	\$0K	2019
IDOT-1 PTB 188, Item 1 D-91- 291-18	Lighting/Traffic Signals Phase II	Pending Negotiations	TBD	
IDOT-1 PTB 188, Item 5 D-91- 292-18	Traffic Signals - Phase II	Pending Negotiations	TBD	
IDOT-3 PTB 188, Item 20 D-93-018- 18	Various Phase I/II	Pending Negotiations	TBD	

EXHIBIT H - SERVICES BY OTHERS

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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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: Angelo Construction Services, Inc.

Contract Number: I-18-4411

Proposal Date: 11/9/2018

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-18-4411

Consultant: Angelo Construction 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		
CM Services	0	0	173	173	173	173	173	173	173	173	173	173	173	1730
TOTALS			173	173	173	173	173	173	173	173	173	173	173	1730

Contract Number: 1-18-4411

Consultant: Angelo Construction 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		
CM Services	173	173	173	173	173	173	173	173	173	173	173	173	173	2076
TOTALS	173	173	173	173	173	173	173	173	173	173	173	173	173	2076

Contract Number: I-18-4411

Consultant: Angelo Construction 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	
CM Services	173	173	173	173	71	0	0	0	0	0	0	0	763
TOTALS	173	173	173	173	71								763

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) \$ 54,080.00

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-18-4411

Consultant: Angelo Construction 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-18-4411

Angelo Construction Services, Inc.

SCOPE OF SERVICES

CM services per the CM Manual

EXHIBIT G

Contract No. I-18-4411

Angelo Construction 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
I-17-4093	Program Management Organization	\$7,608,000.00	\$7,322,989.75	12/31/2027

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

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EXHIBIT H - SERVICES BY OTHERS (continued)

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OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 40%;"></td> <td style="width: 10%;"></td> <td style="width: 15%;"></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)		\$	-
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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: Cheri K Lewis Engineers, LLC dba CKL
Engineers, LLC

Contract Number: I-18-4411

Proposal Date: 11/9/2018

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-18-4411

Consultant: Cheri K Lewis Engineers, LLC dba CKL Engineers, 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	
CM Services	173	173	217	217	217	217	217	217	217	217	217	173	2472
TOTALS	173	173	217	217	217	217	217	217	217	217	217	173	2472

Contract Number: I-18-4411

Consultant: Cheri K Lewis Engineers, LLC dba CKL Engineers, 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	
CM Services	173	173	433	433	433	383	217	217	217	217	217	173	3286
TOTALS	173	173	433	433	433	383	217	217	217	217	217	173	3286

Contract Number: I-18-4411

Consultant: Cheri K Lewis Engineers, LLC dba CKL Engineers, 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	
CM Services	173	173	217	217	217	217	217	217	217	217	217	173	2472
TOTALS	173	173	217	217	217	217	217	217	217	217	217	173	2472

Contract Number: I-18-4411

Consultant: Cheri K Lewis Engineers, LLC dba CKL Engineers, LLC

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		
CM Services	173	173	217	217	217	217	217	217	217	217	217	217	217	2516
TOTALS	173	173	217	217	217	217	217	217	217	217	217	217	217	2516

Contract Number: I-18-4411

Consultant: Cheri K Lewis Engineers, LLC dba CKL Engineers, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2024												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CM Services	173	173	173	217	217	217	217	217	217	217	0	0	2038
TOTALS	173	173	173	217	217	217	217	217	217	217	0	0	2038

Contract No.: I-18-4411

Consultant: Cheri K Lewis Engineers, LLC dba CKL Engineers, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$\frac{14,432.00}{\text{(Total Work Hours from Exhibit A)}}$	$\frac{\$ 44.62}{\text{(Average Hourly Rate)}}$	TOTAL DIRECT SALARY \$ <u>643,955.84</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 \$ 1,803,076.35

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 117,195.00

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)

\$ 1,920,271.35

Contract No.: I-18-4411

Consultant:

Cheri K Lewis Engineers, LLC dba
CKL Engineers, 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)

\$ 117,195.00

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-18-4411

Consultant: _____

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-18-4411

Cheri K Lewis Engineers, LLC dba CKL Engineers, LLC

SCOPE OF SERVICES

CM services per the CM Manual

EXHIBIT G

Contract No. I-18-4411

Cheri K Lewis Engineers, LLC dba CKL

Engineers, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-18-4357	Tri-State Tollway, CMS Upon Request	\$250,000.00	\$162,476.20	12/1/19
RR-16-9189	1-90 Roadway, Retaining Wall and Bridge Reconstruction and Widening, Elgin Toll Plaza (M.P. 53.8, to Fox River (M.P. 55.7) CMS	\$165,000.00	\$0.00	12/1/20
RR-14-5704	CMS Services Upon Request	\$225,000.00	\$83,837.60	12/31/19
I-17-4682	EOWA Construction Management Upon Request	\$720,000.00	\$555,969.80	12/31/19
I-16-4266	IL 53/Rt 120 Environmental Impact Statement (EIS) and Related Reports	\$83,512.96	\$43,479.96	12/1/20

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

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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	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: HW Lochner, Inc.

Contract Number: I-18-4411

Proposal Date: 11/9/2018

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-18-4411

Consultant: HW Lochner, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												Grand Total Exhibit A Hours		TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
DSE Services	0	0	0	13	13	13	13	13	13	13	13	13	13	13	13	117
TOTALS				13	13	13	13	13	13	13	13	13	13	13	13	117

Contract Number: I-18-4411

Consultant: HW Lochner, 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	
DSE Services	13	13	13	13	13	13	13	13	13	13	0	0	130
TOTALS	13	13	13	13	13	13	13	13	13	13	0	0	130

Rev. 9/2018

Contract No.: I-18-4411

Consultant: HW Lochner, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>559.00</u> (Total Work Hours from Exhibit A)	<u>\$ 92.21</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$	<u>51,545.39</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>144,327.09</u>
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B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$	<u>-</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>144,327.09</u>
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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) \$ -

Contract No.: I-18-4411

Consultant: HW Lochner, 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-18-4411

HW Lochner, Inc.

SCOPE OF SERVICES

DSE support services

EXHIBIT G

Contract No. I-18-4411

H.W. Lochner Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-294	RR-14-4221 Design of new bridge:	\$13,369,748.00	\$6,353,577.00	3/31/2020
Various	RR-16-4250 CM Services	\$1,536,244.00	\$120,019.00	2/28/2019
I-294	I-17-4296 Road and Bridge Design	\$2,023,821.00	\$1,787,976.00	11/27/2022
I-88	RR-16-4253 CM Services	\$475,000.00	\$58,301.00	12/31/2018
294	I-18-4356 CM Services	\$4,675,374.00	\$4,211,455.00	12/31/2020
Various	RR-18-4360 Construction Upon Request	\$450,000.00	\$425,349.00	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.

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

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EXHIBIT H - SERVICES BY OTHERS (continued)

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3	<table border="0"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-	8	<table border="0"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
Direct Labor	\$ _____	-																															
Direct Costs	\$ _____	-																															
Services by Others	\$ _____	-																															
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Direct Costs	\$ _____	-																															
Services by Others	\$ _____	-																															
Additional Services **	\$ _____	-																															
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4	<table border="0"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-	9	<table border="0"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
Direct Labor	\$ _____	-																															
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Additional Services **	\$ _____	-																															
Total this Subconsultant (ULC)	\$ _____	-																															
5	<table border="0"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-	10	<table border="0"> <tr><td>Direct Labor</td><td>\$ _____</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	\$ _____	-	Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
Direct Labor	\$ _____	-																															
Direct Costs	\$ _____	-																															
Services by Others	\$ _____	-																															
Additional Services **	\$ _____	-																															
Total this Subconsultant (ULC)	\$ _____	-																															
Direct Labor	\$ _____	-																															
Direct Costs	\$ _____	-																															
Services by Others	\$ _____	-																															
Additional Services **	\$ _____	-																															
Total this Subconsultant (ULC)	\$ _____	-																															

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Interra, Inc.

Contract Number: I-18-4411

Proposal Date: 11/9/2018

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-18-4411

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		Grand Total Exhibit A Hours
CM Services	0	0	0	8	8	38	38	38	38	38	38	38	38	282
TOTALS				8	8	38	38	38	38	38	38	38	38	282

Contract Number: I-18-4411

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		
CM Services	38	38	38	38	38	38	38	38	38	38	38	38	38	456
TOTALS	38	38	38	38	38	38	38	38	38	38	38	38	38	456

Contract Number: I-18-4411

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			
CM Services	38	38	38	38	38	38	38	38	38	38	38	38	38	38	456
TOTALS	38	38	38	38	38	38	38	38	38	38	38	38	38	38	456

Contract Number: I-18-4411

Consultant: Interra, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2024												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
CM Services	30	30	30	30	30	0	0	0	0	0	0	0	0	150
TOTALS	30	30	30	30	30									150

Contract No.: I-18-4411 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

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 174,625.00

Interra, Inc. Direct Costs Estimate

**I-18-4411 (I-294 Mile Long Bridge
Reconstruction)**

DESCRIPTION	UNIT COST	Notes
Laboratory Testing		
Concrete Cylinders	\$ 34.00	
HMA Voids	\$ 500.00	
Washed Gradations	\$ 170.00	
Core Density	\$ 74.00	
Extraction and Gradaton	\$ 297.00	
Standard Proctor	\$ 200.00	
Atterberg Limits	\$ 125.00	
Organic Content	\$ 80.00	
Grain Size Analysis with hydrometer	\$ 175.00	
Residual Asphalt	\$ 60.00	
Misc.	\$ 21.00	

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-18-4411

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: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. I-18-4411

Interra, Inc.

SCOPE OF SERVICES

Materials QA and Laboratory Testing

EXHIBIT G

Contract No. I-18-4411

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	\$334,000.00	12/31/2019
RR-15-4242	Material Testing	\$850,000.00	\$252,000.00	12/31/2018
RR-16-4269	Material Testing	\$78,000.00	\$7,000.00	12/31/2018
RR-14-5704	Material Testing	\$500,000.00	\$236,000.00	12/31/2019
RR-16-4280	Material Testing	\$60,000.00	\$25,000.00	12/31/2018
I-17-4674	Geotechnical	\$88,107.00	\$2,000.00	12/31/2018
RR-17-4292	Material Testing	\$38,440.00	\$5,000.00	12/31/2018
I-17-4310	Design	\$14,388.00	\$14,388.00	12/31/2018
RR-16-4254	Material Testing	\$258,081.00	\$104,000.00	12/31/2018
RR-17-4314	Material Testing	\$166,205.00	\$97,204.00	12/31/2019
I-18-4357	Material Testing	\$150,000.00	\$138,312.00	12/31/2019
I-17-4326	Material Testing	\$50,000.00	\$20,000.00	12/31/2018
DOT Variou	Material Testing	\$1,500,000.00	\$1,500,000.00	12/31/2020
Weber Road	Material Testing	\$895,000.00	\$895,000.00	12/31/2021
159th Street	Material Testing	\$1,005,000.00	\$200,000.00	12/31/2019

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1	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: JA Watts, Inc.

Contract Number: I-18-4411

Proposal Date: 11/9/2018

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: 1-18-4411

Consultant: JA Watts, 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	
CM Services	0	0	0	0	0	217	217	217	217	217	217	173	1475
TOTALS						217	217	217	217	217	217	173	1475

Grand Total Exhibit A Hours **5559**

Contract Number: I-18-4411

Consultant: JA Watts, 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	
CM Services	173	173	217	217	231	231	231	231	231	231	231	187	2584
TOTALS	173	173	217	217	231	231	231	231	231	231	231	187	2584

Contract No.: I-18-4411 Consultant: JA Watts, 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) \$ 41,470.00

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-18-4411

Consultant: JA Watts, 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-18-4411

JA Watts, Inc.

SCOPE OF SERVICES

CM Services per the CM Manual

EXHIBIT G

Contract No. I-18-4411

JA Watts, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-16-4278	Systemwide Traffic Operation and Maintenance Performance Evaluation and Enhancement Support	\$2,500,000.00	\$1,300,000.00	12/31/2020
RR-14-4181	Fiber Optics Maintenance	\$1,019,566.00	\$40,000.00	3/31/2019
RR-17-4256	I-355 Butterfield Road to Army Trail Road	\$648,000.00	\$350,000.00	12/31/2019
RR-14-9172	Systemwide, Traffic Operation and Maintenance Performance Evaluation and Enhancement Support	\$1,210,000.00	\$250,000.00	3/31/2019
P-91-376-13	IDOT Phase I/II Project for Smart Highway Design, Along I-94/US 41 from Kennedy/Edens Junction to Wisconsin State Line, Cook and Lake Counties, Region One, District One.	\$130,000.00	\$40,000.00	12/31/2018
I-17-4674	Phase II, Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange (Westbound Collector Distributor Road)	\$103,000.00	\$35,000.00	12/31/2020
I-17-4299	CST DSE services	\$64,000.00	\$3,000.00	12/31/2019
I-18-4357	CM Services Tri-State CUR	\$1,000,000.00	\$720,000.00	12/31/2020
C-91-232-17	IDOT Phase III: I-90 at I-290/ Congress Pkwy (Jane Byrne Interchange) Bridge EB (East of Des Plaines) & I-290 EB Bridge Over I90/94.	\$120,000.00	\$80,000.00	12/31/2019
I-18-4411	Tri-State Tollway (I-294), Bridge Reconstruction, Mile Long Bridge, Construction Management Services.	TBD	TBD	TBD
I-18-4413	I-294, Temporary ITS Relocation, Construction Management Services	\$200,000.00	\$200,000.00	TBD
I-18-4409	Construction Management Services Upon Request, On-call, and as-needed Construction Management Services	\$150,000.00	\$150,000.00	TBD

I-18-4420	I-294/I-57, Tri-State Tollway, Construction Management Services	\$250,000.00	\$250,000.00	TBD
C-91-152-12	I-90 at Foster Ave & Lawrence Ace to Ohio (Rehab of existing Kennedy Expressway Reversible Lane), Phase III Construction Management Project	\$637,500.00	\$637,500.00	1/30/2022
17-100687	Fiber Optic Maintenance and Management Services	\$4,500,000.00	\$4,500,000.00	11/30/2023

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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** Additional services funds require prior authorization before use

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

Contract Information Sheet

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

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

Contract Number: I-18-4411

Proposal Date: 11/9/2018

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-18-4411

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

5813

EXHIBIT A: ESTIMATED TASK WORK HOURS

MONTHS of YEAR 2021													
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS
CM Services	0	0	0	0	0	0	0	217	217	217	173	173	997
TOTALS								217	217	217	173	173	997

Contract No.: I-18-4411

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

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>5,813.00</u> (Total Work Hours from Exhibit A)	\$ <u>33.98</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$	<u>197,525.74</u>
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Multiplier to be used on this project:	<u>2.80</u>
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)	

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>553,072.07</u>
--	----------------------

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

TOTAL DIRECT COSTS	\$ <u>47,190.00</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 (Requires prior authorization before use)	\$ <u> -</u>
--	-----------------------

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$	<u>600,262.07</u>
----	-------------------

Contract No.: I-18-4411 Consultant: Juneau Associates, Inc., P.C.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/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) \$ 47,190.00

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-18-4411

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

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-18-4411

Juneau Associates, Inc., P.C.

SCOPE OF SERVICES

CM Services per the CM Manual

EXHIBIT G

Contract No. I-18-4411

Juneau Associates, Inc., P.C.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-16-4281	Surveying Services. Tri-State Tollway,	\$50,000.00	\$23,301.00	2.28.2019
I-16-4283	Jane Addams Memorial Construction Management Upon Request. On-call and as-needed construction management services.	\$100,000.00	\$33,656.00	12.31.2018
RR-17-4292	Construction Management Services. Systemwide, Veterans Memorial Tollway, Pavement Preservation	\$22,074.00	\$12,080.00	10.31.2018
I-17-4301	Phase II Engineering Services. Tri-State Tollway, Roadway Reconstruction, St. Charles Rd (M.P. 32.3) to North Avenue/Lake St. (M.P. 33.5)	\$212,000.00	\$158,168.00	10.31.2021
I-17-4308	Phase II Engineering Services. Tri-State Tollway, ITS & Lighting installation, 95th St. (M.P. 17.8) to Balmoral Ave. (M.P. 40.0)	\$152,000.00	\$147,457.00	12.31.2022
I-17-4309	Phase II Engineering Services. Tri-State Tollway, Advanced MOT Rehabilitation 95th St (M.P. 17.8) to East West Connector (M.P. 29.1)	\$29,000.00	\$29,000.00	12.31.2021
I-17-4310	Phase II Engineering Services. Tri-State Tollway, Advance MOT Rehabilitation, East West Connector (M.P. 29.1) to Balmoral Ave. (M.P. 40.0).	\$14,381.34	\$14,381.34	12.31.2022
RR-17-4314	Construction Management Services. Tri-State Tollway (I-2954) Pavement and Structural Preservation and Rehabilitation, M.P. 40.0 (Balmoral Ave) to M.P. 52.9 (Lake Cook Road). Construction Management Services	\$83,100.00	\$83,100.00	12.1.2018
I-17-4315	Construction Insp. & Surveying. Tri-State Tollway, Construction Management Upon Request. Phase III Engineering Services	\$150,000.00	\$150,000.00	9.30.2022
I-18-4352	Reagan Memorial Tollway (I-188), Windsor Road Bridge Widening. Phase II Engineering Services	\$33,800.00	\$33,800.00	11.30.2018

RR-18-4353	Surveying Services. Systemwide, Design upon Request. On call and as-needed Phase II Engineering Services	\$120,120.00	\$120,000.00	12.31.2021
RR-18-4355	Surveying & Construction Management Services. Intelligent Transportation Systems (ITS) Services Upon Request. On call and as-needed Phase II Engineering Services and Construction Management Services	\$70,000.00	\$70,000.00	6.30.2021
RR-18-4360	Construction Management Services. Systemwide, Construction Management Upon Request. On call and as-needed Construction Management Services	\$90,000.00	\$85,104.00	5.31.2020
I-18-4361	Elgin O'Hare Western Access, West Extension. Phase I Engineering Services for Planning Studies and Master Plan Services	\$129,000.00	\$129,000.00	12.31.2020
I-15-4656	Design Services - EOWA, I-294 to I-90 Tri-State and Franklin/Green Street	\$490,000.00	\$274,720.00	6.01.2018
I-17-4675	Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange (Eastbound Collector Distributor Road). Phase II Engineering	\$80,000.00	\$18,133.00	8.31.2020
RR-16-9197	Systemwide Design Services Upon Request Non Roadway. On-call and as-needed Phase II Engineering	\$100,000.00	\$62,467.00	12.31.2018
RR-18-4378	Systemwide, Construction Management Upon Request. On call and as-needed Construction Management Services	\$150,000.00	\$150,000.00	12.31.2020
RR-18-4379	Reagan Memorial Tollway, Roadway and Bridge Rehabilitation M.P. 117 (Aurora Toll Plaza) to M.P. 123.4 (IL 59). Phase II Engineering Services	\$150,000.00	\$147,691.40	5.31.2019
RR-18-9206	Materials Engineering Services, Systemwide	\$93,375.00	\$93,375.00	9.30.2019

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

<p>1</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>6</p> <hr/> <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>
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

Contract Number: I-18-4411

Proposal Date: 11/9/2018

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-18-4411

Consultant: Millennium Professional Services of Illinois, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												Grand Total Exhibit A Hours	1950 TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Material Testing	0	0	0	0	0	30	30	30	30	30	30	30	30	210
TOTALS						30	30	30	30	30	30	30	30	210

Contract Number: I-18-4411

Consultant: Millennia Professional Services of Illinois, Ltd.

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		
Material Testing	30	30	30	30	30	30	30	30	30	30	30	30	30	360
TOTALS	30	30	30	30	30	30	30	30	30	30	30	30	30	360

Contract Number: I-18-4411

Consultant: Millennia Professional Services of Illinois, 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		
Material Testing	30	30	30	30	30	30	30	30	30	30	30	30	30	360
TOTALS	30	30	30	30	30	30	30	30	30	30	30	30	30	360

Contract Number: I-18-4411

Consultant: Millennia Professional Services of Illinois, 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		
Material Testing	30	30	30	30	30	30	30	30	30	30	30	30	30	360
TOTALS	30	30	30	30	30	30	30	30	30	30	30	30	30	360

Contract Number: I-18-4411

Consultant: Millennium Professional Services of Illinois, Ltd.

Millennium Professional Services of Illinois, Ltd.

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		
Material Testing	30	30	30	30	30	30	30	30	30	30	30	30	30	360
TOTALS	30	30	30	30	30	30	30	30	30	30	30	30	30	360

Contract No.: I-18-4411

Consultant: Millennia Professional Services of Illinois, Ltd.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>1,950.00</u> (Total Work Hours from Exhibit A)	<u>\$ 49.91</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>97,324.50</u>
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Multiplier to be used on this project:	<u>2.80</u>
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)	

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>272,508.60</u>
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B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$ <u>208,860.00</u>
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C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H)	\$ <u>-</u>
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Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont))	\$ <u>-</u>
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TOTAL SERVICES BY OTHERS	\$ <u>-</u>
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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>481,368.60</u>
--	----------------------

Contract No.: I-18-4411

Consultant: Millennia Professional Services of Illinois, 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

See Attached

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)	<u>\$ 208,860.00</u>
--	-----------------------------

Project: **ISTHA I-17-4221**
 Prime Consultant: **Bowman Consulting**
 Sub Consultant: **Millennia Professional Services**
 Prepared: **November 6, 2018**

Direct Costs

ITEM	ITEM DESCRIPTION	UNIT	\$ PER UNIT
Lab Unit Weight (Proctor)	Trench Backfill	Each	\$280
	Embankment	Each	\$280
Soils Laboratory Testing	Soils Classification	Each	\$500
	Plasticity Index	Each	\$280
	Particle Size Analysis (Hydrometer)	Each	\$280
	TSR Test, complete	Each	\$1,786
Extraction Analysis (HMA)	Ignition Extraction	Each	\$295
	Reflux Extraction	Each	\$295
HMA Volumetric Analysis	HMA Theoretical and Bulk Gravity Determination	Each	\$650
HMA Core Samples	Bulk Specific Gravity of Cored specimens	Each	\$45
Compressive Strength Testing of PCC	PCC Compressive Strength Testing	Each	\$19
Aggregates Particle Size Classification	Gradation Analysis (Washed)	Each	\$200.00

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-18-4411

Millennia Professional Services of Illinois,
Consultant: 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: Scott Golbeck

Classification: Materials QA Technician

Name: _____

Classification: _____

Name: _____

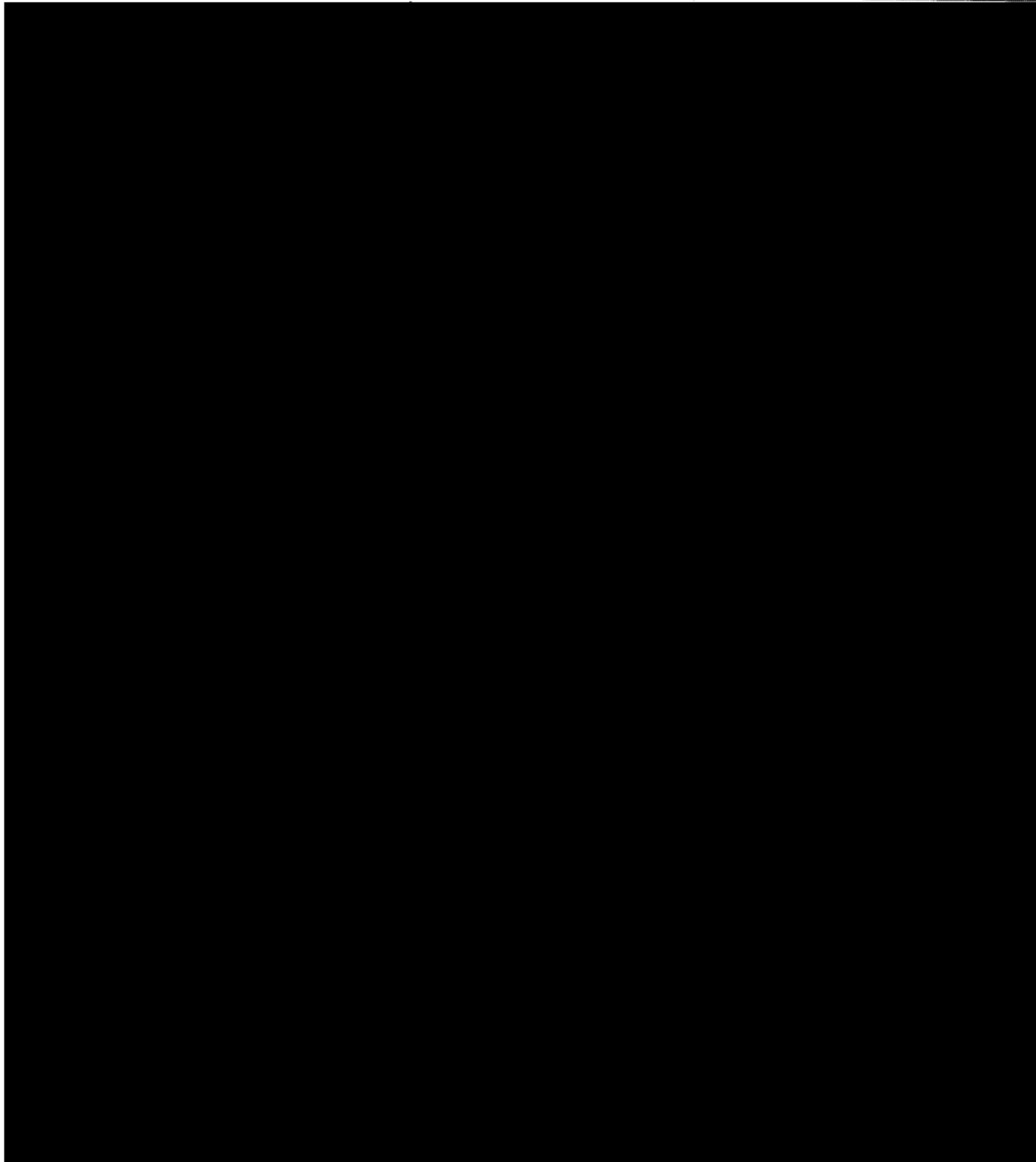
Classification: _____

Name: _____

Classification: _____



SCOTT GOLBECK
MATERIALS TECHNICIAN





SCOTT GOLBECK
MATERIALS TECHNICIAN

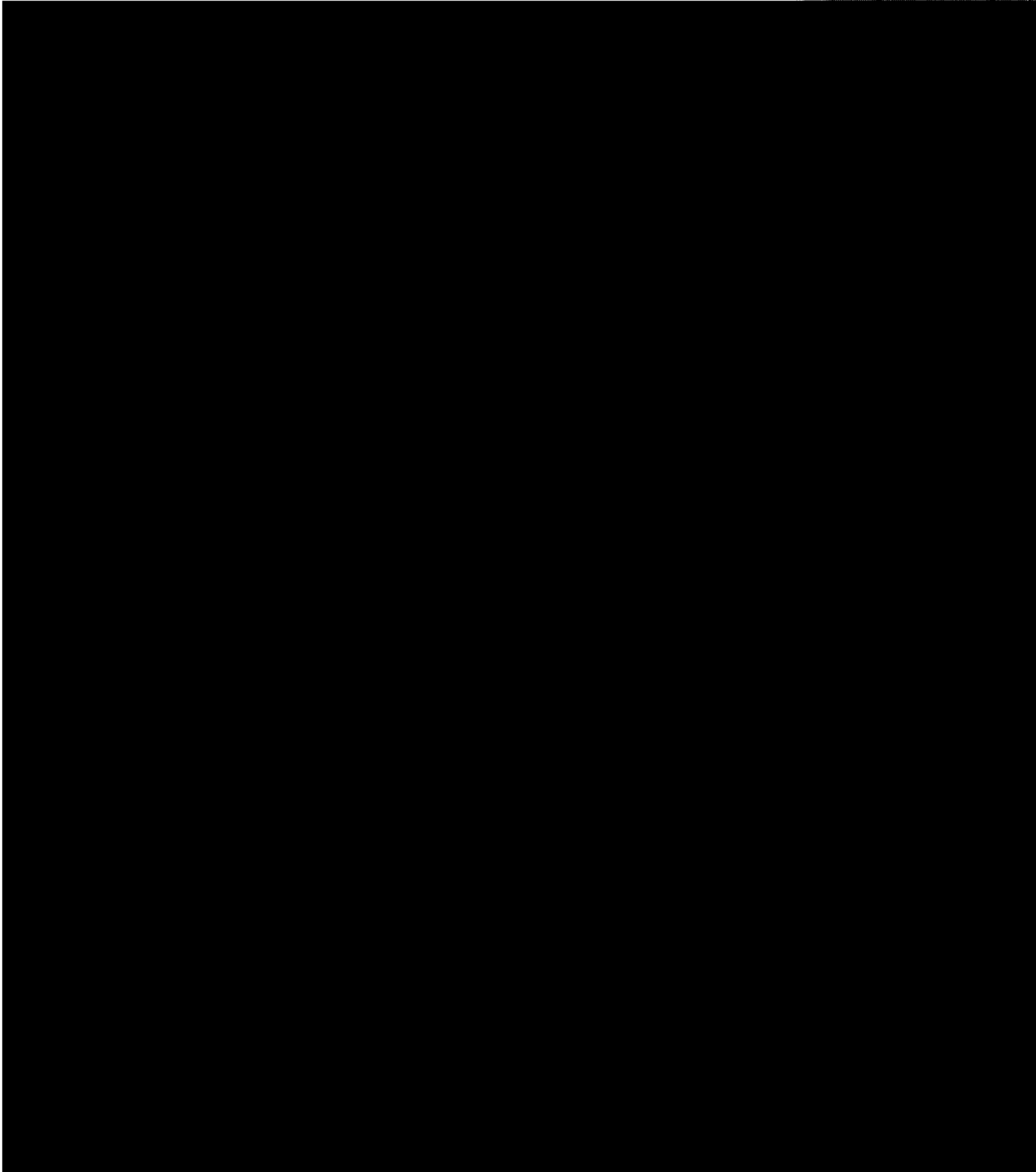


EXHIBIT F

Contract No. I-18-4411

Millennia Professional Services of Illinois, Ltd.

SCOPE OF SERVICES

Materials QA and Laboratory Testing in accordance with the CM manual and consultants quality plan.

EXHIBIT G

Contract No. I-18-4411

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, Phase II	\$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-88, Phase II	\$349,142.00	\$23,000.00	12/31/2018
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	\$264,625.00	8/31/2021

Contract No.: I-18-4411

Consultant: Millennia Professional Services of Illinois, Ltd.

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 Fees (does not include Additional Services): _____

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	Direct Labor _____ Direct Costs _____ Services by Others _____ Additional Services ** _____ Total this Subconsultant (ULC) <u>\$ -</u>	6	Direct Labor _____ Direct Costs <u>\$ -</u> Services by Others <u>\$ -</u> Additional Services ** <u>\$ -</u> Total this Subconsultant (ULC) <u>\$ -</u>
2	Direct Labor _____ Direct Costs _____ Services by Others _____ Additional Services ** _____ Total this Subconsultant (ULC) <u>\$ -</u>	7	Direct Labor <u>\$ -</u> Direct Costs <u>\$ -</u> Services by Others <u>\$ -</u> Additional Services ** <u>\$ -</u> Total this Subconsultant (ULC) <u>\$ -</u>
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** Additional services funds require prior authorization before use

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

Contract Information Sheet

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

Consultant Name: Nashnal Soil Testing, LLC

Contract Number: I-18-4411

Proposal Date: 11/9/2018

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-18-4411 Consultant: Nashnal Soil Testing, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Material Testing	0	0	0	0	0	30	30	30	30	30	30	30	30	210
TOTALS						30	30	30	30	30	30	30	30	210
Grand Total Exhibit A Hours													1650	

Contract Number: I-18-4411

Consultant: Nashnal Soil Testing, 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		
Material Testing	30	30	30	30	30	30	30	30	30	30	30	30	30	360
TOTALS	30	30	30	30	30	30	30	30	30	30	30	30	30	360

Contract Number: I-18-4411

Consultant: Nashnal Soil Testing, LLC

Nashnal Soil Testing, 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		
Material Testing	30	30	30	30	30	30	30	30	30	30	30	30	30	360
TOTALS	30	30	30	30	30	30	30	30	30	30	30	30	30	360

Contract Number: I-18-4411

Consultant: Nashnal Soil Testing, 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		
Material Testing	30	30	30	30	30	30	30	30	30	30	30	30	30	360
TOTALS	30	30	30	30	30	30	30	30	30	30	30	30	30	360

Contract Number: I-18-4411 Consultant: Nashnal Soil Testing, LLC

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		
Material Testing	30	30	30	30	30	30	30	30	30	30	30	30	30	360
TOTALS	30	30	30	30	30	30	30	30	30	30	30	30	30	360

Contract No.: I-18-4411 **Consultant:** Nashnal Soil Testing, 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) **\$ 13,390.00**

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-18-4411

Consultant: Nashnal Soil Testing, 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-18-4411

Nashnal Soil Testing, LLC

SCOPE OF SERVICES

Materials QA services

Exhibit G
 Contract No. I-18-4411
 NASHnal Soil Testing, 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
Mentota Hills Windpower Reform-Steward, IL	Construction Inspection and Material Testing-Wind Turbine Foundation Inspection, Concrete and Grout-Field and Lab Testing, Compaction Inspection	\$260,000.00	\$120,000.00	1/31/2019
Wlanut Windform, Walnut, IL	Construction Inspection and Material Testing-Wind Turbine Foundation Inspection, Concrete and Grout-Field and Lab Testing, Compaction Inspection	\$80,000.00	\$10,000.00	12/31/2018
Jardine Water Purification Plant-Chlorine System Improvements	Caisson Observation and Testing, Concrete and Grout Testing-Lab and Field, Soil and Aggrigate Compaction and Tetsing, HMA Density	\$78,000.00	\$48,000.00	6/30/2019
City of Geneval 2018 Steet Improvements	Construction Inspection and Material Testing- Concrete and Grout Testing in Field and Lab, Soil and Aggrigate Compaction and Tetsing, HMA Field Density, HMA Lab Testing (Binder Content, Bulk and Maximum Thearitical Specific Gravity, Void Content)	\$43,800.00	\$23,000.00	6/30/2019
Various Chicago Public School Remodel	Construction Inspection and Material Testing-Foundation Inspection, Concrete and Grout-Field and Lab Testing, Compaction Inspection	\$71,860.00	\$36,100.00	6/30/2019
Various Menards-Remodel	Construction Inspection and Material Testing-Foundation Inspection, Concrete and Grout-Field and Lab Testing, Compaction Inspection	\$93,000.00	\$12,000.00	3/30/2019

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

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

Contract Number: I-18-4411

Proposal Date: 11/9/2018

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-18-4411 Consultant: Orion Engineers, 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	
CM Services	173	173	217	217	217	217	217	217	217	217	173	173	2428
TOTALS	173	173	217	217	217	217	217	217	217	217	173	173	2428

Contract Number: I-18-4411

Consultant: Orion Engineers, LLC

Orion Engineers, LLC

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	
CM Services	173	217	217	217	0	0	0	0	0	0	0	0	824
TOTALS	173	217	217	217									824

Contract No.: I-18-4411

Consultant: Orion Engineers, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>4,249.00</u> (Total Work Hours from Exhibit A)	<u>\$ 47.78</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>203,017.22</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 \$ 568,448.22

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

TOTAL DIRECT COSTS \$ 34,515.00

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)

\$ 602,963.22

Contract No.: I-18-4411 Consultant: Orion Engineers, 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) \$ 34,515.00

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-18-4411

Consultant: Orion Engineers, 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-18-4411

Orion Engineers, LLC

SCOPE OF SERVICES

CM Services per the CM Manual

EXHIBIT G

Contract No. I-18-4411

Orion Engineers, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-16-4250	Systemwide CUR	\$300,000.00	\$87,325.00	4/1/2019
RR-15-9976R	Traffic Engineer	\$136,000.00	\$120,757.00	12/31/2019
RR-15-9975R	Consulting Engineer	\$857,856.60	\$681,399.00	12/31/2021
I-17-4676	EOWA North System Interchange Design	\$401,940.00	\$388,546.00	2/28/2020
I-16-4274	Reagan Memorial IL 47 Interchange	\$51,328.00	\$601.00	12/31/2018
RR-16-4276	Systemwide DUR	\$100,000.00	\$100,000.00	12/31/2019
RR-16-4280	Systemwide CUR	\$60,000.00	\$56,254.00	12/31/2019
RR-16-4278	Systemwide CUR	\$75,000.00	\$75,000.00	12/31/2020
I-17-4296	Tri-State Reconstruction, Design	\$317,462.00	\$214,053.00	12/31/2020
I-17-4298	Tri-State Reconstruction, Design	\$225,000.00	\$171,992.00	12/31/2020
I-17-4303	Tri-State Recon & Bridge Rehab, Design	\$176,131.00	\$3,143.00	12/31/2018
I-17-4304	Tri-State Tollway, DUR	\$150,213.20	\$110,700.00	12/31/2019
I-17-4307	Tri-State Advanced ITS Relocation	\$63,471.00	\$17,459.00	1/31/2019
I-17-4311	Tri-State Geotechnical Upon Request	\$500,000.00	\$491,371.00	12/31/2021
RR-13-4116	Reagan Memorial Reconstruction, CM	\$176,940.00	\$11,945.00	11/30/2018
RR-16-4253	Reagan Memorial Rehab, CM	\$160,000.00	\$8,300.00	11/30/2018
I-17-4681	EOWA IL 19 Interchange, CM	TBD	TDB	TBD
RR-17-4313	Reagan Memorial Rehab, Design	\$48,000.00	\$13,624.00	12/31/2018
RR-17-4312	Reagan Memorial Rehab, CM	\$34,990.00	\$532.00	12/31/2018
RR-18-4383	Tri-State Tollway, Phase I Upon Request	\$250,000.00	\$250,000.00	12/31/2020
RR-18-9016	Systemwide CUR, Non-Roadway	\$125,000.00	\$125,000.00	12/31/2020
I-18-4415	Utility Location Upon Request	TBD	TDB	TBD
I-18-4420	I-294 and I-57 CM	TBD	TDB	TBD

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1	<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table>	Direct Labor	_____		Direct Costs	_____		Services by Others	_____		Additional Services **	_____		Total this Subconsultant (ULC)	\$ _____	-	6	<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table>	Direct Labor	_____		Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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

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

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

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)	_____ \$ _____ \$ _____ \$ _____ \$ _____
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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: Peralte-Clark LLC

Contract Number: I-18-4411

Proposal Date: 11/9/2018

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

Contract Number: I-18-4411 Consultant: Peralte-Clark LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
CM Services	0	0	650	650	650	650	650	650	650	650	217	217	173	5157
TOTALS			650	650	650	650	650	650	650	650	217	217	173	5157

Contract Number: I-18-4411 Consultant: Peralle-Clark LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

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	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CM Services	173	173	217	217	217	217	217	217	217	217	217	0	2299
TOTALS	173	173	217	217	217	217	217	217	217	217	217	0	2299

Contract Number: I-18-4411

Consultant: Peralte-Clark LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

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	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CM Services	0	0	217	217	217	217	28	0	0	0	0	0	896
TOTALS			217	217	217	217	28						896

ALLOWABLE DIRECT COSTS

09.12.2018

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Contract No.: I-18-4411 Consultant: Peralte-Clark 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) \$ 122,070.00

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-18-4411

Consultant: Peralte-Clark LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F
Contract No. I-18-4411
Peralte-Clark LLC
SCOPE OF SERVICES

CM Services per the CM Manual

EXHIBIT G

Contract No. I-18-4411

Peralte-Clark, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-294 I-17-4304	DUR, Phase II Engineering	\$200,000.00	\$164,485.14	12/31/2019
I-294 I-17-4305	Bridge Rehabilitation, PII Engineerin;	\$80,000.00	\$0.00	12/31/2019
I-294 I-17-4306	Bridge Rehabilitation, PII Engineerin;	\$119,578.42	\$19,006.06	12/31/2019
I-294 I-17-4310	Advanced MOT Rehibilitator	\$207,124.54	\$173,983.66	12/31/2019

Contract No.: I-18-4411

Consultant: Peralta-Clark LLC

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	_____ _____ _____ _____ \$ _____	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: Program Management & Control Services, LLC

Contract Number: I-18-4411

Proposal Date: 11/9/2018

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-18-4411 Consultant: Program Management & Control Services, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019											TOTAL HOURS											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		Dec										
	100	100	30	30	30	247	247	247	247	247	247		203										
CM Services																							1975
TOTALS	100	100	30	30	30	247	247	247	247	247	247	247	203	1975									

Contract Number:

1-18-4411

Consultant: Program Management & Control Services, 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												
	30	30	30	30	30	30	30	30	30	30	30	30												
CM Services																								360
TOTALS	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	360

Contract Number: 1-18-4411 Consultant: Program Management & Control Services, LLC

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		
CM Services	30	30	30	30	30	30	30	30	30	30	30	30	30	360
TOTALS	30	30	30	30	30	30	30	30	30	30	30	30	30	360

Contract Number: 1-18-4411

Consultant: Program Management & Control Services, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2024												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CM Services	30	30	0	0	0	0	0	0	0	0	0	0	60
TOTALS	30	30											60

Contract No.: I-18-4411

Consultant: Program Management & Control Services, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>5,947.00</u> (Total Work Hours from Exhibit A)	\$ <u>54.92</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>326,609.24</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 \$ 914,505.87

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 48,295.00

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)

\$ 962,800.87

Contract No.: I-18-4411

Consultant: Program Management & Control
Services, 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)

\$ 48,295.00

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-18-4411

Program Management & Control Services,
Consultant: 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-18-4411

Program Management & Control Services, LLC

SCOPE OF SERVICES

CM services per the CM Manual

EXHIBIT G

Contract No. I-18-4411

Program Management & Controls Services, 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
RR-16-4265	Project Controls	\$3,804,300.00	\$2,727,616.62	12/31/19
12F111013365	Scheduling	\$101,213.08	\$26,690.38	12/31/19
OT PTB 181-I	Scheduling	\$59,266.05	\$50,977.25	12/31/19
I-17-4326	Scheduling	\$785,000.00	\$775,855.32	12/31/19
I-17-4093	Project Controls	\$2,304,000.00	\$2,235,000.43	12/31/19
I-17-4093LS	Project Controls	\$1,500,000.00	\$1,387,500.00	12/31/19
RR-15-9975RF	Project Controls	\$2,349,312.60	\$1,684,687.86	12/31/19

Contract No.: I-18-4411

Consultant: Program Management & Control Services, LLC

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

Contract Number: I-18-4411

Proposal Date: 11/9/2018

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-18-4411 Consultant: Terra Engineering, LTD.

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		
CM Services	110	110	110	110	110	110	110	110	110	110	110	110	110	1320
TOTALS	110	110	110	110	110	110	110	110	110	110	110	110	110	1320

Contract Number: I-18-4411

Consultant: Terra Engineering, 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	
CM Services	110	110	110	110	110	110	110	326	326	326	283	283	2314
TOTALS	110	110	110	110	110	110	110	326	326	326	283	283	2314

Contract Number: I-18-4411 Consultant: Terra Engineering, 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		
CM Services	283	283	326	326	326	326	326	326	326	326	283	283	283	3740
TOTALS	283	283	326	326	326	326	326	326	326	326	283	283	283	3740

Contract No.: I-18-4411 Consultant: Terra Engineering, 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) \$ 95,745.00

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-18-4411

Consultant: Terra Engineering, 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-18-4411
Terra Engineering, LTD.**

SCOPE OF SERVICES

CM services per the CM Manual

EXHIBIT G

Contract No. I-18-4411

Terra Engineering, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
D-30-011-11 / PTB 159-32	WO #14 Geotechnical duties as required	\$293,440.38	\$169,984.56	Dec-18
P-93-036-11 / PTB 161-022	IL 72 over Stream	\$68,795.00	\$56,003.35	Dec-18
P-30-003-14 / PTB 170-022	Truck Weight Study	\$413,041.00	\$267,255.91	Dec-18
P-94-021-07 / PTB 144-23	Eastern Bypass Corridor Study / CSS Project	\$1,119,133.00	\$344,893.32	On-going
D-94-038-12 / PTB 163-25	New railroad bridge over IL 29 north of Chillicothe	\$126,626.12	\$82,488.90	On-going
RR-15-9976R / PSB 16-2 Item 2	Traffic and Planning Studies	\$408,000.00	\$273,080.81	Dec-19
I-15-4658 / PSB 15-2 Item 7	EQWA, I-294 to I-9 Bensenville Yard Underpass. Phase II Engineering Services	\$6,769,676.00	\$6,452,892.09	Feb-21
RR-14-5704 / PSB 14-3 Item 7	CUR - Tollway Construction Upon Request	\$4,000,000.00	\$927,929.42	Dec-18
I-16-4257 / PSB 16-1 Item 10	I-16-4257, Environmental Studies Upon Request	\$150,000.00	\$110,612.99	Jul-21
I-16-4266 / PSB 16-1 Item 2	I-16-4266, IL 53-IL 120 EIS	\$625,000.00	\$625,000.00	Aug-19
I-17-4300 / PSB 17-3 Item 5	I-294 Design IL 38 to St Chas Rd, Phase II	\$2,310,000.00	\$2,009,778.56	Dec-22
I-17-4309 / PSB 17-3 Item 14	I-17-4309, I-294 MOT 95th St to EW Connector	\$580,000.00	\$575,699.30	Dec-19
RR-18-4354 / PSB 18-1 Item 4	Design/Construction Management Services for Landscape Services Upon Request - Systemwide	\$800,000.00	\$797,204.48	Dec-26

Contract No.: I-18-4411

Consultant: Terra Engineering, LTD.

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> <hr/> <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> <hr/> <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> <hr/> <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> <hr/> <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>
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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