

RESOLUTION NO. 21788

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Design Corridor Manager Services on the Elgin O'Hare Western Access (EOWA) Corridor (Illinois Route 390/I-490) on Contract No. I-18-4700.

Jacobs Engineering Group, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$29,500,000.00. 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 Jacobs Engineering Group, Inc. to obtain Design Corridor Manager Services, for Contract No. I-18-4700 with an upper limit of compensation not to exceed \$29,500,000.00, subject to review and approval of the General Counsel. The Chairman or the Acting Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:


Chairman



June 19, 2019

Mr. Carey M. Brand, Vice President
Jacobs Engineering Group, Inc.
8735 W. Higgins Road, Suite 400
Chicago, IL 60631

**Re: Contract I-18-4700
Design Corridor Manager Services (DCM)
EOWA Corridor (Illinois Route 390/I-490)**

NOTICE TO PROCEED

Dear Mr. Brand:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated April 1, 2019, for Design Section Engineering Services for Contract I-18-4700. You are hereby authorized to commence with the work as of June 19, 2019, and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

In advance of your first billing, the prime and subconsultants (if any) must submit a Project Employee Payroll Change (PEPC) form and certified payroll with a signed affidavit for all employees that are listed on the PEPC form for your contract. We request PEPC forms and the certified payroll in advance so that upon receipt of your first invoice, any associated issues regarding payroll have an opportunity to be resolved. Please send either hard copy or electronic copy, but not both.

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

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

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

Contract I-18-4700

Revised: 1/31/2019

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

Notice to Proceed
Page 2 of 2

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

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

Please contact Manar Nashif at 630-241-6800 extension 4841 for further information.

Sincerely,



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

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

Dorothy Jablonski
Sue Biggs
Eleanor Curcuro

File: 02.4700.01.04 LT_Tollway_PDK_4700Jacobs-NTP_06192019

1.4.1 Item 1: I-18-4700, Design Corridor Manager (DCM) – EOWA Corridor (Illinois Route 390/I-490)

This project has a 22% D/M/WBE participation goal and 2% VOSB/SDVOSB participation goal.

Design Corridor Management (DCM) services are required for all contracts associated with the Elgin O'Hare Western Access corridor. The Consultant may also be required to provide Design Section Engineering (DSE) Services for yet to be determined elements. The Consultant may also be required to provide design support services during construction. The DCM shall provide services as directed by the Tollway and in coordination with the services being provided under the Construction Corridor Management Services and Owner's Representative (CCM/OR) contract. The DCM shall report to the CCM/OR. The Tollway is finalizing design and construction project limits and may modify project limits and scope during and after the time of negotiations. In general, the project limits are assumed to include the full EOWA corridor and all projects included in this corridor.

The consultant will perform Design Corridor Management services as follows:

Design Corridor Management Services

The work encompassing design corridor management services for the above project, shall include but not be limited to the following:

1. Coordination and project management of design contracts.
2. Coordination and project management of contracts associated with land acquisition.
3. Coordination and project management of contracts associated with survey.
4. Coordination and project management of contracts associated with geotechnical studies.
5. Coordination and project management of contracts associated with environmental studies and permits.
6. Coordination and project management of contracts associated with utility investigations.
7. Coordination of Intergovernmental Agreements and/ or permits with IDOT, Local Agencies, airports and Railroads.
8. Program cost estimating and scheduling.
9. Ensuring consistency and designing elements of the corridor, to be determined.
10. Coordination with IDOT and other Local Agency contracts.
11. Coordination with project stakeholders including; airports, communities, business organizations, general public and other interested parties.
12. Coordination of corridor maintenance of traffic needed for field investigation in support of design engineering.
13. Coordinate with general public regarding design, construction, route changes and all other aspects of design and construction to ensure constant and seamless information flow to residents impacted, as applicable. Effort may include townhall meetings, small group meetings, public information advisories and information to be shared on digital platforms.
14. Potential Phase II Engineering services on a task order basis.

Construction estimate: EOWA Corridor (Illinois Route 390/I-490) Project Budget: \$2 billion.

Firms must be prequalified by IDOT in the following categories:

Highways (Freeways)
Airports (Airport Design)
Structures (Highway Bridges: Complex)
Structures (Railroad Bridges)
Special Plans (Lighting)
Special Plans (Pumping Stations)
Special Studies (Location Drainage)
Special Studies (Traffic)
Location Design Studies (New Construction/Major Reconstruction)
Hydraulic Reports (Waterway: Typical)
Hydraulic Reports (Pump Station)
Geotechnical Services (Subsurface Explorations)
Special Services (Surveying)
Special Services (Aerial Mapping and LiDAR)
Special Services (Electrical Engineering)
Special Services (Mechanical Engineering)
Special Services (Architecture)
Special Services (Hazardous Waste)
Special Services (Subsurface Utility Engineering)

The Tollway will allow a Prime consultant to meet the prequalifications for Structures (Highway Bridges: Complex), Structures (Railroad Bridges), Special Plans (Lighting), Special Plans (Pumping Stations), Geotechnical Services (Subsurface Explorations), Special Services (Surveying), Special Services (Aerial Mapping and LiDAR), Special Services (Electrical Engineering), Special Services (Mechanical Engineering), Special Services (Architecture), and Special Services (Subsurface Utility Engineering), through a subconsultant.

Firms must have additional experience as indicated below:

In addition to the above prequalifications, the firm must have a minimum of three (3) relevant projects accomplished within the past 10 years, demonstrating the firm's experience in the type of work required for this project. The use of photos is highly discouraged. Include the following for each project identified in the categories below:

1. Project name
2. Project location
3. The person who will assume the duties of the Project Manager.
4. A brief description of the project and the work performed, including the project's size, complexity, and fee
5. Name, address, telephone number, and e-mail address of client contact to serve as reference

Tollway Projects

Include additional projects that specifically identify and describe the firm's experience related to Tollway projects, including the Illinois Tollway or any other Tollways in the United States. The firm should also provide the total firm's billings for the past 10 years in performing typical DCM services on projects, and briefly identify those projects.

Other Transportation Projects

The firm should summarize any relevant experience working with transportation agencies and other governmental bodies operating in this region and/or with which the Tollway regularly works or interacts, including the Illinois Department of Transportation (IDOT), the Federal Highway Administration (FHWA), the Environmental Protection Agency, the Chicago Department of Aviation (CDA), Federal Aviation Administration (FAA) and the United States Army Corps of Engineers.

Project Management and Coordination Experience

The firm must describe its experience in providing project management and coordination services similar to the services required and described above. This description should specifically address the firm's record in delivering completed projects on time and on budget.

Firms are preferred to have the following qualifications:

In addition to the above prequalifications, the Tollway prefers that the firms (or their subconsultants) be in, and show compliance with Appraiser Management Company Registration Act (225 ILCS 459). The Tollway prefers that the firms have the following:

Illinois Certified General Appraisers licensed per Real Estate Appraiser Licensing Act of 2002 (225 ILCS 458/).

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

- The person who will assume the duties of the Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- The person who will perform the duties of the Project Engineer, that individual in charge who is directly involved in the development of the contract documents (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for roadway design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for structural design related issues (must be an Illinois Licensed Structural Engineer).
- The person who will be responsible for drainage design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for architectural related issues (must be an Illinois Licensed Professional Architect).
- The person who will be responsible for electrical design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for mechanical design related issues (must be an Illinois Licensed Professional Engineer).
- The person(s) who will perform the QC/QA review work of all milestone submittals, who must be an Illinois Licensed Professional Engineer for roadway elements and an Illinois Licensed Structural Engineer for structural elements. This requirement may be satisfied by one individual who holds both licenses, or two individuals who are licensed in their appropriate categories.
- The person who will assume the duties to assist in Land Acquisition.

Please see the following revisions (*in bold italics*) to Section 4.3 GUIDELINES FOR SUBMITTING STATEMENTS OF INTEREST (SOIs) of this PSB.

4.3.4, Section 1. Executive Summary (limit of 10 pages)

4.3.4 Section 1, F. Project Approach (include brief statement of firm's unique qualifications and experience, approach to the project's specific challenges such as maintenance of traffic, environmental constraints, budget constraints, schedule constraints, design challenges and a ***project team matrix that clearly illustrates the key personnel and subconsultants included in the organizational structure proposed to accomplish the management, technical, and administrative services required, etc.*** ***Project Approach should also include the following:***

Method for Providing DCM Services

The firm shall propose their method for providing Design Corridor Management services; however, in general, the Tollway is interested in how the firm will address the following:

1. ***Staffing: This includes interaction and integration of the firm's team with Tollway staff.***
2. ***A description of how the firm plans to coordinate with existing and future Design contracts.***
3. ***Utilities: This includes a description of how the firm plans to coordinate and mitigate utility issues during design.***
4. ***Communication: This includes a description the firm's communication plan during design, specifically as to how they would coordinate with the Tollway's Communication Department and how they would communicate with the Tollway in general.***
5. ***Land Acquisition: This includes a description of how the firm plans to coordinate, communicate and mitigate right of way issues during design and construction.***
6. ***Other Agencies: This includes a narrative outlining the firm's experience***

Oral Presentations

Some or all of the firms submitting SOIs for the project, at the sole discretion of the Tollway, may be required to appear for an oral presentation. The oral presentations, if required, shall be conducted so as to solicit additional information and enable the Tollway to evaluate the capability of the applicable firms in providing the desired services. If the Tollway notifies a firm that an oral presentation is required, the Tollway shall inform that firm of the schedule, order and procedure for the presentation, including its content, time limits, and use of handouts and visual aids. The Tollway may tape record and/or videotape any presentations. The oral presentations, if any, shall be evaluated by the Selection Committee. Notwithstanding the foregoing, the Tollway emphasizes that it may elect to forego oral presentations for all or some firms. Consequently, all SOIs should be comprehensive and clear. No firm should rely upon the opportunity to present additional or clarifying information later.

Schedule: This project is scheduled to start in 2019. Construction of this project is ongoing and scheduled to be completed by Fall 2025.

The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format, including a 3-D Model, 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-18-4700

Prime: Jacobs Engineering Group, Inc.

Key Personnel

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

Exhibit A – Proposed Staff

PSB 18-4

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 7)**

Name:	Charles (Jake) Weaver, PE		
Firm:	Jacobs		
Category:	IL Licensed Professional Engineer		
License #:	062-064099		
Year Registered:	2011	State:	IL
Office Address:	8735 W. Higgins Rd., Ste. 400		
City:	Chicago	State:	IL

✓ **Project Engineer (Items 1 & 3)**

Name:	Jason Moller, PE		
Firm:	Jacobs		
Category:	IL Licensed Professional Engineer		
License #:	062-061353		
Year Registered:	2008	State:	IL
Office Address:	8735 W. Higgins Rd., Ste. 400		
City:	Chicago	State:	IL

✓ **Roadway Design (Items 1 & 3)**

Name:	Diana Decker, PE		
Firm:	Stanley		
Category:	IL Licensed Professional Engineer		
License #:	062-056649		
Year Registered:	2003	State:	IL
Office Address:	8501 W. Higgins, Suite 730		
City:	Chicago	State:	IL

✓ **Structural Design (Items 1 & 3)**

Name:	Scott Eshlemann, PE, SE		
Firm:	Stanley		
Category:	IL Licensed Structural Engineer		
License #:	081-005155		
Year Registered:	1994	State:	IL
Office Address:	8501 W. Higgins, Suite 730		
City:	Chicago	State:	IL

✓ **Drainage Design (Item 1)**

Name:	Marion Kessy, PhD, PE		
Firm:	FluidClarity Ltd.		
Category:	IL Licensed Professional Engineer		
License #:	062-049761		
Year Registered:	1995	State:	IL
Office Address:	1144 W Lake St, #303		
City:	Oak Park	State:	IL

✓ **Architect (Item 1)**

Name:	Lourdes Gonzalez, AIA		
Firm:	Primera Engineers, Ltd.		
Category:	IL Licensed Professional Architect		
License #:	001.013663		
Year Registered:	1991	State:	IL
Office Address:	100 S. Wacker Dr., Ste 700		
City:	Chicago	State:	IL

✓ **Electrical Design (Item 1)**

Name:	Mohammed Rashed, PE, LEED Green Associate		
Firm:	EJM Engineering, Inc. DBA TranSmart/EJM Corporation		
Category:	IL Licensed Professional Engineer		
License #:	062-053645		
Year Registered:	2000	State:	IL
Office Address:	411 S. Wells Street, #1000		
City:	Chicago	State:	IL

✓ **Mechanical Design (Item 1)**

Name:	Michael Belczak, PE		
Firm:	Primera Engineers, Ltd.		
Category:	IL Licensed Professional Engineer		
License #:	062.054056		
Year Registered:	2000	State:	IL
Office Address:	100 S. Wacker Dr., Ste 700		
City:	Chicago	State:	IL

Exhibit A – Proposed Staff
PSB 18-4, continued

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

✓ **Land Acquisition (Item 1)**

Name:	Craig Duy, PLS		
Firm:	American Surveying & Engineering P.C.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	888 S. Edgelawn Dr., Ste. 1759		
City:	Aurora	State:	IL

Owner Representative (Item 2)

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

Construction Corridor Manager (Item 2)

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

Construction Engineer (Item 2)

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

✓ **QC/QA Roadway (Item 1 and 2)**

Name:	Steven Lynch, PE		
Firm:	Jacobs		
Category:	IL Licensed Professional Engineer		
License #:	062-062824		
Year Registered:	2011	State:	IL
Office Address:	8735 W Higgins Rd., Suite 400		
City:	Chicago	State:	IL

✓ **QC/QA Structural (Item 1 and 2)**

Name:	Keith Mockenhaupt, PE, SE		
Firm:	Jacobs		
Category:	IL Licensed Structural Engineer		
License #:	081-005457		
Year Registered:	1997	State:	IL
Office Address:	8735 W Higgins Rd., Suite 400		
City:	Chicago	State:	IL

Resident Engineer (Items 2, 4 thru 7)

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

Material Coordinator (Items 2, 4 thru 7)

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

Document Technician (Items 2, 4 thru 7)

Name:			
Firm:			
Category:	Documentation Certification Number- IDOT class S-14		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Material QA Technician (Items 2, 4 thru 7)

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

Exhibit A – Proposed Staff
PSB 18-4, continued

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

Survey (Item 3)			
Name:			
Firm:			
Category:	IL Licensed Professional Land Surveyor		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Required Prequalification Category			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

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

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

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

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

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

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

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

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

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

Exhibit A continued
Attach resumes for Key Project Personnel.

<u>Management</u>		<u>Professionals</u>		<u>Technical Staff</u>	
Total	<u>5</u>	Engineers	<u>30</u>	Technicians	<u>3</u>
		Land Surveyors	<u>2</u>	Draftsmen	<u> </u>
		Architects	<u>2</u>	Survey Crew	<u> </u>
		Others	<u>10</u>	Clerical	<u>2</u>
		Total	<u>44</u>	Other	<u> </u>
				Total	<u>5</u>
				Total Projected Staff	<u>54</u>

Exhibit A – Proposed Staff

PSB# 18-4 Item# 1

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

If **Yes**, provide completion date and/or number of months. Fall 2025

If **No**, explain:

Exhibit A

Jacobs Engineering Group Inc.	American Surveying & Engineering P.C.
Jacobs Engineering Group Inc.	DLZ Illinois, Inc.
Jacobs Engineering Group Inc.	EJM Engineering, Inc. DBA TransSmart/EJM Corporation
Jacobs Engineering Group Inc.	FluidClarity
Jacobs Engineering Group Inc.	HBK Engineering, LLC
Jacobs Engineering Group Inc.	Landrum & Brown
Jacobs Engineering Group Inc.	Lin Engineering, Ltd.
Jacobs Engineering Group Inc.	Martinez Geospatial, Inc.
Jacobs Engineering Group Inc.	Mckissack & Mckissack Midwest, Inc.
Jacobs Engineering Group Inc.	Orion Engineers, LLC
Jacobs Engineering Group Inc.	Primera Engineers, Ltd.
Jacobs Engineering Group Inc.	Stanley Consultants, Inc.
Jacobs Engineering Group Inc.	Wang Engineering, Inc.

10.00	Craig Duy, PLS	c.fids@americansurvey.com	DCM Project Coordination Manager, Survey & Land Acquisition Manager, Subsurface Utility Engineering Program Administrative/Document Control Manager	Ma
0.50	Gregory Brumm	gbrumm@dlz.com	ITS, electrical, Barrier Warrant Analyses	Fe
2.50	Austin Provost	cil@ejmengineering.com	Drainage Reviews	Ma
1.00	Marion Kessy	admin@fluidclarity.com	Utility Coordination	Ma
0.50	Douglas Yerkes, PhD, PE	dyerkes@hbkengineering.com	Intergovernmental Agreements Support, Airport Planning	Ma
0.50	Jeffrey Jackson	jackson@landrum-brown.com	Design Upon Request	Ma
2.00	Fred Lin	flin@lineng.com	Aerial Mapping and LIDAR	Ma
0.50	Steve Martinez	steve@mtzgeo.com	Project Controls	Fe
3.50	Hansel Whiteurst	hansel.whiteurst@mckinc.com	MOT Reviews	Ma
2.00	Andrew Walton	awalton@orionengineersllc.com	Design Engineering Support, Architecture, Mechanical, Aviation	Fe
4.00	Robert Deming, PE, LEED GA	rdeming@primeraeng.com	Senior Roadway, Senior Structural, Geometry	N/A
7.50	Bruce Worthington, PE	WorthingtonBruce@stanleygroup.com	Geotechnical: Subsurface Explorations	ESC
0.50	Mickey Snider	msnider@wangeng.com		Ma

Contract No I-18-4700

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

BUSINESS NAME	Orion Engineers, LLC	
OWNER	MR. CHARLES FRANGOS	
ADDRESS	220 N Green Street Chicago, IL 60607	Map This Address
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

I-18-4700

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 SOI 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: Design Corridor Manager Services (DCM) - EOWA Corridor (Illinois Route 390/I-490). Design Corridor Project/Solicitation Number: I-18-4700

Name of Prime Vendor: Jacobs Engineering Group, Inc. VOSB Compliance Contact: Mohammad Hassan

Address: 525 W. Monroe, Ste. 1600

City: Chicago State: IL Zip Code: 60661

Telephone: 312.251.3000 Fax: 312.251.3015 Email: mohammad.hassan@jacobs.com

Name of Certified VOSB Vendor: Orion Engineers, LLC

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

City: Chicago State: IL Zip Code: 60607

Telephone: 312-544-9108 Fax: _____ Email: cfrangos@orionengineersllc.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: 2019

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

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

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

Maintenance of Traffic reviews

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):
[REDACTED]

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

Signature _____
 Print Name: Mohammad S. Hassan, PE, SE
 Title: Division Vice President
 Date: 11/5/18

Signature _____
 Print Name: Charles Frangos, PE, PTOE
 Title: President
 Date: 11/05/2018

Contract No I-18-4700

Unified Certification Program - Search

Contractor Details

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

[Print](#)

American Surveying & Engineering, P.C.

Coventine Fidis
150 N. Wacker Dr., Ste.
2650
Chicago, IL 60606

County: Cook

Email: c.fidis@americansurvey.com

Phone: (312) 277-2000

Fax: (312) 277-2002

Categories: Architecture\Engineering, Construction,
Professional

Contract No I-18-4700

NAICS	Speciality
238910-Site Preparation Contractors	238910- MISC: CONSTRUCTION LAYOUT AND STAKING
531210-Offices of Real Estate Agents and Brokers	531210- MISC: REAL ESTATE NEGOTIATOR
531320-Offices of Real Estate Appraisers	531320- REAL ESTATE APPRAISAL
541320-Landscape Architectural Services	541320- URBAN PLANNING
541330-Engineering Services	541330- ROADS AND STREETS
541370-Surveying & Mapping (except Geophysical) Serv.	541370- FREEWAYS LOCATION DRAINAGE CONSTRUCTION
541620-Environmental Consultant Services	541620- ENVIRONMENTAL ASSESSMENT ENVIRONMENTAL IMPACT STATEMENTS SANITARY ENGINEERING
541690-Other Scientific & Technical Consulting	541690- TECHNICAL TRAINING

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**EJM Engineering,
Inc.**

Jing (Connie) Li
411 S. Wells St., STE
1000
Chicago, IL 60607-3927

Email: cli@ejmengineering.com**Phone:** 312-922-1700**Fax:** 312-922-3311**County:** Cook**Categories:** Professional**NAICS**

541330 - Engineering
services
541614 - Transportation
management consulting
services

Speciality

NAICS 541330 Engineering
Services NAICS 541614
Transportation Management
Consulting Services

Unified Certification Program - Search

Contractor Details

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

Print

Fluidclarity Ltd.

Marion E Kessy
1144 W. Lake Street
Oak Park, IL 60301-1043

County: Cook

Email: adriana.rodriguez@fluidclarity.com

Phone: 708-383-3500

Fax: 708-383-3549

Categories: Professional

NAICS

541330 - Engineering services

Speciality

NAICS 541330 Engineering services

Unified Certification Program - Search

Contractor Details

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

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

Fred M. Lin

Phone: (630) 323-5168

576 Oakmont Ln.

Fax: (630) 323-5174

Westmont, IL 60559

County: DuPage**Categories:** Architecture\Engineering, Professional**NAICS****Speciality**

541330-Engineering Services	541330- FREEWAYS CONSTRUCTION INSPECTION
541360-Geophysical Surveying & Mapping Services	TRAFFIC SIGNALS STUDIES: SAFETY STUDIES: FEASIBILITY
541370-Surveying & Mapping (except Geophysical) Serv.	STUDIES: TRAFFIC REHABILITATION ROADS AND STREETS
541715-Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)	LOCATION DRAINAGE HIGHWAY STRUCTURE: SIMPLE HIGHWAY STRUCTURE: TYPICAL STRUCTURES: RAILROAD HIGHWAY STRUCTURE: ADVANCED TYPICAL WATERWAYS: TYPICAL WATERWAYS: COMPLEX RECONSTRUCTION/MAJOR REHABILITATION 541360- STRUCTURE GEOTECHNICAL REPORTS 541370- SURVEYING 541715- RESEARCH

Unified Certification Program - Search

Contractor Details

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[Print](#)

Martinez Geospatial, Inc. Email: john@mtzgeo.com

Phone: 651-686-8424

Anthony Martinez Fax: 651-686-8389

2915 Waters Road

Eagan, MN 55121-0000

County: Dakota

Categories: Miscellaneous

NAICS

541370 - Land surveying services

541370 - Surveying and mapping services (except geophysical)

30559 - Maps, Engineer and Topographical

90504 - Aerial

Photogrammetry Services

90510 - Aerial Surveys and Mapping Services (See 962-52 for Standard Survey and Mapping Services)

90779 - Surveying Services (Not Aerial or Research)

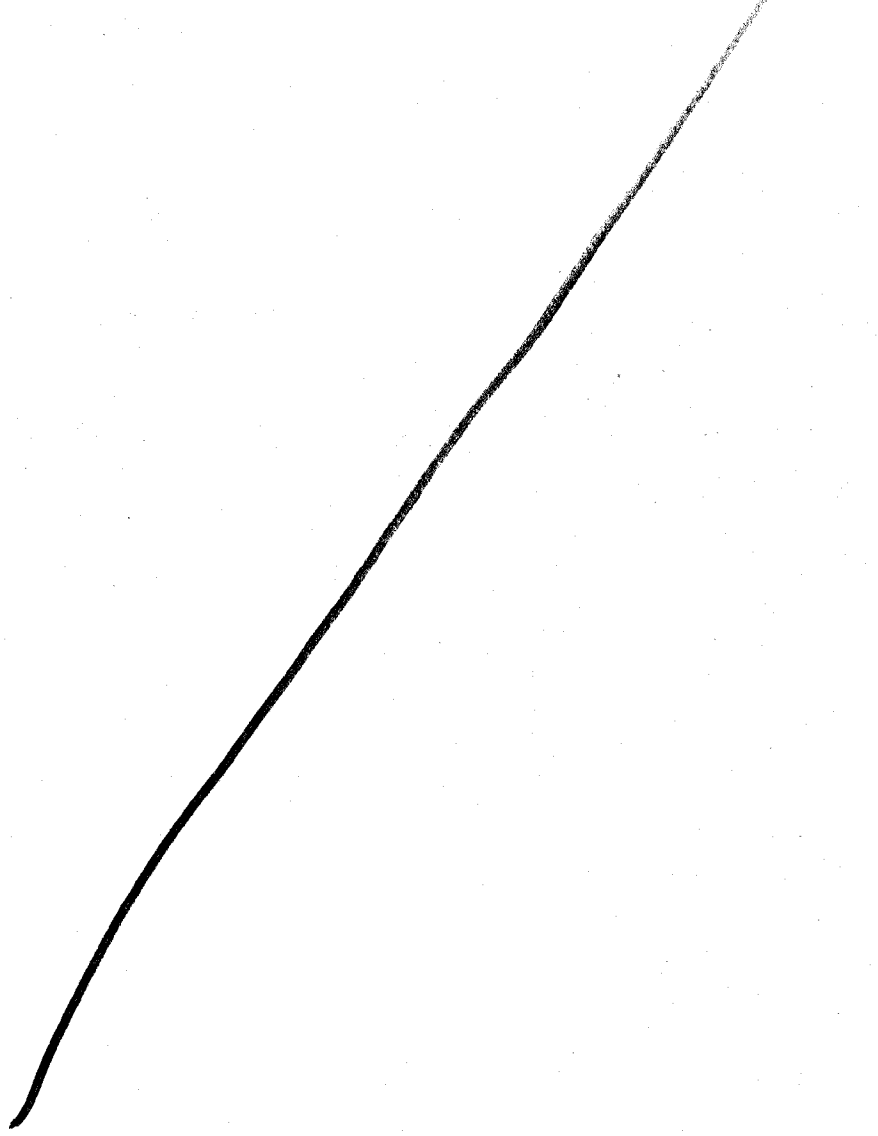
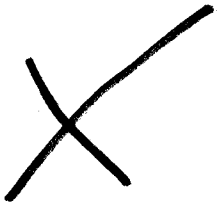
91812 - Analytical Predictive Studies and Surveys Consulting

96252 - Mapping and Geographical Information Systems (GIS) Services, Including Cartography and Surveying Services, Not Aerial, (See 920-33 for Digitized Mapping Services and 905-10 for Aerial Mapping and Survey Services)

Speciality

NAICS 541370 Land surveying services NAICS

541370 Surveying and mapping services (except geophysical)



Contract No I-18-4700

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

BUSINESS NAME	McKissack & McKissack Midwest Inc.	
OWNER	Ms. Deryl McKissack	
ADDRESS	205 N. Michigan Ave. Ste 1930 Chicago, IL 60601	Map This Address
PHONE	312-751-9800	
EMAIL	solicitationsMW@mckinc.com	
WEBSITE	http://www.mckinc.com	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	5/22/2018
RENEWAL DATE	5/15/2019
CERTIFIED BUSINESS DESCRIPTION	NAICS 541330 Construction engineering services NAICS 541330 Engineering services NAICS 236220 Construction management, commercial and institutional building

Commodity Codes

Code	Description
NAICS 236220	Construction management, commercial and institutional building
NAICS 541330	Construction engineering services
NAICS 541330	Engineering services

Additional Information

SERVICE-DISABLED VETERAN BUSINESS	No
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[Print](#)

Business & Contact Information

BUSINESS NAME **Primera Engineers, Ltd.**

OWNER **Ms Erin Inman**

ADDRESS **100 S. Wacker Drive
Suite 700
Chicago, IL 60606**

PHONE **312-242-6342**

EMAIL **erinman@primeraeng.com**

WEBSITE **<http://www.PrimeraEng.com>**

[Map This Address](#)

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **WBE - Women Business Enterprise**

CERTIFICATION DATE **2/20/2019**

RENEWAL DATE **3/1/2020**

CERTIFIED BUSINESS DESCRIPTION **NAICS 236220 Construction management, commercial and institutional building
NAICS 541310 Architectural (except landscape) design services
NAICS 541330 Engineering services**

Commodity Codes

Code	Description
NAICS 236220	Construction management, commercial and institutional building
NAICS 541310	Architectural (except landscape) design services
NAICS 541330	Engineering services

Additional Information

SERVICE-DISABLED VETERAN BUSINESS **No**

Contract No I-18-4700

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**Wang Engineering, Inc.** Email: pwang@wangeng.com

Phone: (630) 953-9928

Paul Wang Fax: (630) 953-9938

1145 N. Main St.

Lombard, IL 60148

County: DuPage

Categories: Architecture\Engineering

NAICS541330-Engineering
Services541360-Geophysical
Surveying & Mapping
Services**Speciality**541330- CONSTRUCTION
INSPECTION

QA HMA & AGGREGATE

QA PCC & AGGREGATE

541360- STRUCTURE

GEOTECHNICAL REPORTS

SUBSURFACE EXPLORATIONS

GENERAL GEOTECHNICAL

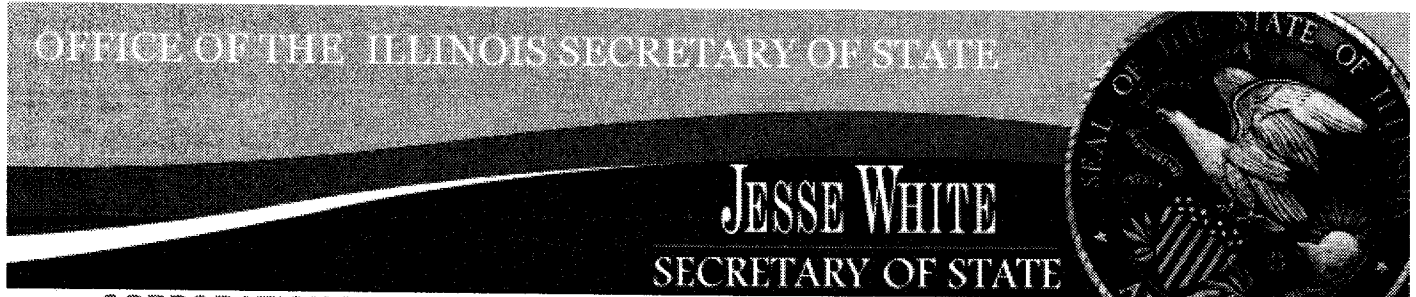
SERVICES

COMPLEX

GEOTECHNICAL/MAJOR

FOUNDATION

Contract No I-18-4700



CORPORATION FILE DETAIL REPORT

File Number	54553668		
Entity Name	JACOBS ENGINEERING GROUP INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	02/17/1987	State	DELAWARE
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	02/17/1987
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	STEVE J DEMETRIOU 1999 BRYAN ST DALLAS TX 75201
Agent City	CHICAGO	Secretary Name & Address	MICHAEL R TYLER 1000 WILSHIRE BLVD #2100 LOS ANGELES CA 900
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	03/06/2019	For Year	2019
Assumed Name	INACTIVE - JACOBS-SIRRINE ENGINEERS		
Old Corp Name	02/16/1989 - JEC ACQUISITION CO.		

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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 2:57 PM
To: Gomez, Graciela
Subject: Contract No I-18-4700 Jacobs Engineering Group, Inc. - FEIN ██████████

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:56 04/10/19

ACTION: S

VENDOR NUMBER= *****████████ OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:
AS OF 04/10/19 AT 14:56 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 2:58 PM
To: Gomez, Graciela
Subject: Contract No I-18-4700 American Surveying & Engineering, P.C. - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:57 04/10/19

ACTION: S

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

DISCLAIMER:
AS OF 04/10/19 AT 14:57 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 2:59 PM
To: Gomez, Graciela
Subject: Contract No I-18-4700 DLZ Illinois, Inc. - FEIN [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:58 04/10/19

ACTION: S

VENDOR NUMBER= ***** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/10/19 AT 14:58 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 3:00 PM
To: Gomez, Graciela
Subject: Contract No I-18-4700 EJM Engineering, Inc. (dba TranSmart/EJM Corporation) - FEIN
[REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:59 04/10/19

ACTION: S

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

DISCLAIMER:
AS OF 04/10/19 AT 14:59 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 3:02 PM
To: Gomez, Graciela
Subject: Contract No I-18-4700 HBK Engineering, LLC - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:01 04/10/19

ACTION: S

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

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/10/19 AT 15:01 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 3:04 PM
To: Gomez, Graciela
Subject: Contract No I-18-4700 Landrum & Brown, Inc. FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:02 04/10/19

ACTION: S

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

DISCLAIMER:
AS OF 04/10/19 AT 15:03 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/
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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 3:05 PM
To: Gomez, Graciela
Subject: Contract No I-18-4700 Lin Engineering, Ltd. - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:03 04/10/19

ACTION: S

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

DISCLAIMER:
AS OF 04/10/19 AT 15:04 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 3:06 PM
To: Gomez, Graciela
Subject: Contract No I-18-4700 Martinez Geospatial, Inc. - FEIN - [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:04 04/10/19

ACTION: S

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

DISCLAIMER:
AS OF 04/10/19 AT 15:04 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 3:07 PM
To: Gomez, Graciela
Subject: Contract No I-18-4700 McKissack & McKissack Midwest, Inc. - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:05 04/10/19

ACTION: S

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

DISCLAIMER:
AS OF 04/10/19 AT 15:05 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 3:08 PM
To: Gomez, Graciela
Subject: Contract No I-18-4700 Orion Engineers, LLC - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:06 04/10/19

ACTION: S

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

DISCLAIMER:
AS OF 04/10/19 AT 15:06 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 3:08 PM
To: Gomez, Graciela
Subject: Contract No I-18-4700 Primera Engineers, Ltd. - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:07 04/10/19

ACTION: S

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

DISCLAIMER:
AS OF 04/10/19 AT 15:07 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Monday, April 22, 2019 11:06 AM
To: Gomez, Graciela
Subject: Contract No I-18-4700 - Stanley Consultants, Inc. FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:03 04/22/19

ACTION: S

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

DISCLAIMER:
AS OF 04/22/19 AT 11:03 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 3:11 PM
To: Gomez, Graciela
Subject: contract no I-18-4700 Wang Engineering, Inc. FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:09 04/10/19

ACTION: S

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

DISCLAIMER:
AS OF 04/10/19 AT 15:10 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, April 10, 2019 3:11 PM
To: Gomez, Graciela
Subject: contract no I-18-4700 Wood Environment & Infrastructure Solutions, Inc. (f/k/a AMEC Foster Wheeler Environment & Infrastructure, Inc.) FEIN ██████████

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:10 04/10/19

ACTION: S

VENDOR NUMBER= *****██████████ OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:
AS OF 04/10/19 AT 15:10 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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DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 18th day of April, 2019, 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 **JACOBS ENGINEERING GROUP, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **April 1, 2019** to provide design section engineering services for Contract No. **I-18-4700** for **Design Corridor Manager Services (DCM) – EOWA Corridor (Illinois Route 390/I-490)**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-4, Item 1**, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **I-18-4700** for **Design Corridor Manager Services (DCM) – EOWA Corridor (Illinois Route 390/I-490)** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the DESIGN SECTION ENGINEER of **April 1, 2019**, 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 DESIGN SECTION ENGINEER shall be performed according to professional standards and in accordance with the Design Section Engineer's Manual for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

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

ARTICLE II

Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or April 19, 2019** and ending **March 31, 2029**, in accordance with the schedule included in the attached proposal.

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

ARTICLE III

Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as each of these amounts are shown in Exhibit "1") with an upper limit of compensation of **Twenty-Nine Million, Five Hundred Thousand Dollars and No Cents (\$29,500,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

ARTICLE IV

Scope of the Service

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

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

ARTICLE V

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

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

Confidentiality

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

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

ARTICLE VI

Responsibility for Injuries and Damages

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

ARTICLE VII

Insurance

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

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

- a. Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the DESIGN SECTION ENGINEER's employees acting within the course and scope of their employment.
- b. Commercial General Liability Insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 10/03 or equivalent,

covering premises operations, independent contractors, blanket contractual liability, and personal injury with minimum limits of \$1,000,000.00 (One Millions Dollars) each occurrence and \$2,000,000.00 (Two Million Dollars) annual general aggregate.

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

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

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

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

ARTICLE VIII

Ownership of Documents

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

ARTICLE IX

Financial Statement

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

ARTICLE X

Successors and Assigns

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

ARTICLE XI

Subcontractors

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

others for photogrammetric maps, equipment and supplies, printed matter, and other reproductions and stenographic, clerical or any other non-technical services.

ARTICLE XII

Suspension

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

ARTICLE XIII

Termination

A. Termination Without Cause

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

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

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

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

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

B. Termination for Cause

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

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

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

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

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Record Retention and Audit

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

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

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

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

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

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

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

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

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION

ENGINEER at **Jacobs Engineering Group, Inc., 8735 W. Higgins Road, Suite 400 Chicago, Illinois 60631**, or to the Chief Engineering Officer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XVII

Quality Assurance and Quality Control (QA/QC) Plan

The DESIGN SECTION ENGINEER'S QA/QC PLAN for this PROJECT must be presented by the DESIGN SECTION ENGINEER fourteen (14) days after receiving the signed contract. After acceptance by the TOLLWAY, the DESIGN SECTION ENGINEER must adhere to this QA/QC Plan and will be required to periodically confirm, in writing, that they have complied with the approved plan. The statement of compliance must be submitted to the TOLLWAY Project Manager with each milestone submittal (preliminary plans, draft reports, soil report, drainage study, etc.).

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

ARTICLE XVIII

Miscellaneous

This Agreement, when executed by the DESIGN SECTION ENGINEER, shall be an offer by the DESIGN SECTION ENGINEER to the TOLLWAY and shall not be construed as an offer by the TOLLWAY to the DESIGN SECTION ENGINEER. All Agreements are subject to the statutes, rules, regulations and policies governing the TOLLWAY and are expressly subject to the approval of the TOLLWAY's Board of Directors, the Procurement Policy Board, the Chief Procurement Officer for General Services, and the Attorney General of the State of Illinois.

ARTICLE XIX

Inspector General

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review 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 XX

Engineer Selection Process

The TOLLWAY and the DESIGN SECTION ENGINEER hereby certify that they are in compliance with the provisions of the Architectural, Engineering and Land Surveying Qualifications Based Selection Act (30 ILCS 535) with respect to the procurement of the services covered in this Agreement.

ARTICLE XXI

Report of a Change in Circumstances

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

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

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

ARTICLE XXII


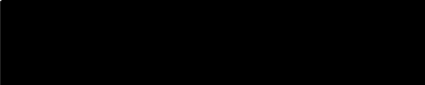
EXPATRIATED ENTITIES

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-18-4700 the day and year first above written.


THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

JACOBS ENGINEERING GROUP, INC.


By			4/29/19
Chair/Acting Executive Director - Signature	Will Evans/ Kevin <u>JOSE ALVAREZ</u>	President - Signature	Date
		<u>Vice</u>	


Printed Name as Signed Above


APPROVED:

 5/3/19
 Chief Financial Officer - Signature Date
 Michael Colsch

APPROVED:

 5/24/19
 General Counsel - Signature Date
 Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

 5-23-19
 Attorney General, State of Illinois - Signature Date

DESIGN SECTION ENGINEER PROPOSAL
FOR CONTRACT NUMBER I-18-4700

This proposal, dated April 1, 2019, is submitted by Jacobs Engineering Group, Inc. of Chicago, Illinois for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract I-18-4700 for which we propose to provide Design Section Engineering Services is Design Corridor Manager (DCM) – EOWA Corridor (Illinois Route 390/I-490), in Cook and DuPage County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 18-4, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, in effect at the date the contract is awarded, and as revised thereafter, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

RESPONSIBILITY

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

FEE PROPOSAL

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

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 DESIGN SECTION ENGINEER, independent contractors and contract employees shall be treated as “reimbursable direct costs” and not “actual direct salary.” Subcontractors shall be treated as “Services by Others.”

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

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

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

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

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

Engineering Officer of the TOLLWAY prior to reimbursement. Premium portions of overtime and Reimbursable Direct Costs will be reimbursed upon presentation of appropriate documentation.

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

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 29,500,000.00 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT I-18-4700

SUBMITTED BY:

FIRM NAME: Jacobs Engineering Group, Inc.

ADDRESS: 8735 W. Higgins Road, Suite 400

CITY, STATE &
ZIP CODE: Chicago, IL 60631

TELEPHONE: 773-458-2868

FACSIMILE: Enter Firm's Fax Number

SIGNED BY: 

PRINTED NAME: Carey Brand

TITLE: Vice President



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-18-4700

CONTRACTOR/CONSULTANT NAME: Jacobs Engineering Group Inc.

1. PAYMENT TERMS AND CONDITIONS:

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

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

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

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

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

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

25.3 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>
(If hyperlink does not load, copy and paste the address into your web browser's address bar)

25.4 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

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

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

The Illinois State Toll Highway Authority hereby agrees to the exceptions provided by Jacobs Engineering Group Inc. and to the Additional Terms and Conditions provided by Jacobs Engineering Group Inc.

Agreed: Jacobs Engineering Group Inc.	Agreed: The Illinois State Toll Highway Authority
By: Carey Brandt	By: Paul Kovacs
Signed: [Redacted]	Signed: [Redacted]
Position: Midwest Operations Manager	Position: Chief Engineering Officer
Date: February 7, 2019	Date: 02/20/19



Date: 2.7.19 **Project Number:** I-18-4700

Project Name: Design Corridor Manager (DCM) Services – EOWA Corridor (Illinois Route 390/I-490)

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: Jacobs Engineering Group Inc.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: carey.brand@jacobs.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 2026 and VOSB Form 2026, 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>
American Surveying & Engineering, P.C.	[REDACTED]	105 W. Madison, Suite 1700 Chicago, IL. 60602	Design Coordination Lead & DSE/DUR Project Coordinator, Survey & Land Acquisition Manager, Subsurface Utility Engineering	10%
EJM Engineering, Inc. DBA TranSmart/EJM Corporation	[REDACTED]	411 S. Wells Street, Suite 1000 Chicago, Illinois 60607	Lighting & Electrical Engineering, Barrier Warrant Analyses	2.5%

FluidClarity, Ltd.		1144 W. Lake Street, Suite 303 Oak Park, IL. 60301	Drainage Reviews	1%
HBK Engineering, LLC		921 W. Van Buren St., Ste. 100 Chicago, IL. 60607	Utility Coordination	0.5%
Lin Engineering, Ltd.		576 Oakmont Lane Westmont, IL 60559	Design Engineering Support	2%
Orion Engineers, LLC.		220 N. Green St. Chicago, IL. 60607	Maintenance of Traffic Reviews, Design Engineering Support	2%
Primera Engineers, Ltd.		100 South Wacker, Ste. 700 Chicago, IL. 60606	Design Engineering Support, Architecture, Mechanical, Aviation	4%
Stanley Consultants, Inc.		8501 W. Higgins, Ste. 730 Chicago, IL. 60631	Contract Packaging & Implementation, Lead Roadway; Lead Structural; Pay Item & Specifications Review	8%
McKissack & McKissack Midwest Inc.		205 N. Michigan Chicago, IL 60601	Project Controls – Cost/Schedule	3.5%
DLZ Illinois, Inc.		8430 W Bryn Mawr Ave #100, Chicago, IL 60631	Program Administrative Lead/Document Control Manager	0.5%
Landrum & Brown, Incorporated		1021 W Adams St, Chicago, IL, 60607	Intergovernmental Agreements Support, Airport Planning	0.5%
Martinez GeoSpatial, Inc.		2915 Waters Road, Suite 100, Eagan, MN 55121	Aerial Mapping & LiDAR	0.5%
Wang Engineering, Inc.		1145 N. Main St., Lombard IL 60148	Geotechnical Services: Subsurface Explorations	0.5%
Wood Environment & Infrastructure Solutions, Inc.		8745 West Higgins Road, Suite 300, Chicago IL 60631	Environmental Borings/Reporting	0.68%

Signature: _____

Date: 2/7/19

Printed Name: Carey Brand

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: Click here to enter text.

Business Name: Jacobs Engineering Group Inc.

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

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

Signature of Authorized Representative: [REDACTED]

Date: February 7, 2019

**STATE OF ILLINOIS
FORMS A**

A vendor responding to a solicitation by the State of Illinois must return the information requested within this section with their bid or offer if they are not registered in the Illinois Procurement Gateway (IPG) and do not have an approved, unexpired IPG Registration Number. Failure to do so may render their bid or offer non-responsive and result in disqualification.

Please read this entire Forms A and provide the requested information as applicable and per the instructions. All forms and signature areas contained in this Forms A must be completed in full and submitted along with the bid in an Invitation for Bid; and completed in full and submitted along with the technical response and price proposal, which combined will constitute the Offer, in a Request for Proposal.

Vendor Name: Jacobs Engineering Group Inc.	Phone: 312.602.6032
Street Address: 525 W. Monroe, Ste. 1600	Email: carey.brand@jacobs.com
City, State Zip: Chicago, IL 60661	Vendor Contact: Carey Brand

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

OUTLINE

FORMS A

Complete this section if you are not using an IPG (Illinois Procurement Gateway) Registration #

	Part
Business and Directory Information	1.
Illinois Department of Human Rights Public Contracts Number	2.
Authorized to Transact Business or Conduct Affairs in Illinois	3.
Standard Certifications	4.
State Board of Elections	5.
Disclosure of Business Operations in Iran.....	6.
Financial Disclosures and Conflicts of Interest	7.
Taxpayer Identification Number	8.

**STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION**

- 1.1. Name of Business (official name and DBA)
Jacobs Engineering Group Inc.
- 1.2. Business Headquarters (address, phone and fax)
1999 Bryan Street, Suite 1200
Dallas, TX 75201
214.638.0145
- 1.3. If a Division or Subsidiary of another organization provide the name and address of the parent
NA
- 1.4. Billing Address
Click here to enter text.
Click here to enter text.
- 1.5. Name of Chief Executive Officer
Steve Demetriou
- 1.6. Company Web Site Address
www.jacobs.com
- 1.7. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)
Corporation
- 1.8. Length of time in business
70 years
- 1.9. Annual Sales for Offeror's most recently completed fiscal year
\$10 B in 2017
- 1.10. Show number of full-time employees, on average, during the most recent fiscal year
77,000
- 1.11. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:
- 1.11.1. Minority (30 ILCS 575/2(A)(1) & (3)) Yes

- 1.11.2. Women (30 ILCS 575/2(A)(2) & (4)) Yes
- 1.11.3. Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) Yes
- 1.11.4. Disadvantaged (49 CFR 26) Yes
- 1.11.5. Veteran (30 ILCS 500/45-57) Yes

STATE OF ILLINOIS
ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

- 2.1. If Offeror employed fifteen or more full-time employees at the time of submission of their response to this solicitation or any time during the previous 365-day period leading up to submission, it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to contract award or prior to bid opening for construction or construction-related services. 775 ILCS 5/2-101. If the Agency cannot confirm compliance, it will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): Jacobs Engineering Group Inc.

(check if applicable) The number is not required as the company has not met or exceeded the number of employees that makes registration necessary under the requirements of the Human Rights Act described above.

IDHR Public Contracts Number: 130658-02 Expiration Date: 8/29/2019.

- 2.2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: Click here to enter text..
- 2.3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADM. CODE 750.210(a).
- 2.4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
- 2.5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
- 2.6. Offeror may obtain an application form by:
- 2.6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
- 2.6.2. Internet: You may download the form from the Department of Human Rights' website at <https://www.illinois.gov/dhr/PublicContracts/Pages/default.aspx>.
- 2.6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

STATE OF ILLINOIS
AUTHORIZED TO TRANACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS


3. A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity prior to submitting a bid, offer, or proposal. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43.

These requirements do not apply to construction contracts that are subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10. The prequalification requirements of Sections 30-20 and 33-10 shall include the requirement that the bidder be registered with the Illinois Secretary of State.

Prior to execution of the contract, the State may request evidence from a vendor that certifies it is authorized to transact business or conduct affairs in Illinois. Failure to produce evidence in a timely manner may be considered grounds for determining the Vendor non-responsive or not responsible. For information on registering to transact business or conduct affairs in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at (http://cyberdriveillinois.com/departments/business_services/home.html) or your home county clerk.

**EVIDENCE OF BEING AUTHORIZED TO TRANACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS IS
THE SECRETARY OF STATE'S CERTIFICATE OF GOOD STANDING**

File Number 776-743-1


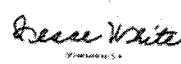


To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

XIZ CONSULTING, INC. INCORPORATED IN GEORGIA AND LICENSED TO TRANACT BUSINESS IN THE STATE OF ILLINOIS, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THE STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES AND AS OF THIS DATE IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I have set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of JUNE A.D. 2011



Public Notice # 1-100003-01
http://www.sos.state.il.us

STATE OF ILLINOIS
STANDARD CERTIFICATIONS

File Number 5455-366-8



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

JACOBS ENGINEERING GROUP INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON FEBRUARY 17, 1987, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 31ST day of JANUARY A.D. 2018 .

Jesse White

SECRETARY OF STATE

Authentication #: 1803101722 verifiable until 01/31/2019
Authenticate at: <http://www.cyberdriveillinois.com>

STATE OF ILLINOIS STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

4.1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

- 4.2. 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.
- 4.3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
- 4.4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) 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.
- 4.5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

- 4.6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are 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 the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

See Attachment A

- 4.7. 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.
- 4.8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after 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. 30 ILCS 500/50-10.
- 4.9. 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 and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 4.10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
- 4.11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 4.12. 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 and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 4.13. 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.

**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

- 4.14. 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.
- 4.15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 4.16. Vendor certifies that it has not retained 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.
- 4.17. Vendor certifies that if it has hired 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 were billed to the State. 30 ILCS 500/50-38.
- 4.18. 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.
- 4.19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency grants an exception. 30 ILCS 565.
- 4.20. Drug Free Workplace
 - 4.20.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 4.20.2. If Vendor is an individual and this contract is worth more than \$5000, 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. 30 ILCS 580.
- 4.21. 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.
- 4.22. 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.
- 4.23. 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.
- 4.24. 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.

STATE OF ILLINOIS
STANDARD CERTIFICATIONS

- 4.25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 4.26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
- 4.27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 4.28. 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 unit of 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 who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 4.29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
- 4.30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the 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.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

- 4.31. 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.
- 4.32. For contracts other than construction contracts subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10, a person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a bidder or offeror prior to submitting a bid, offer, or proposal. 30 ILCS 500/20-43. Vendor certifies that it is a legal entity as of the date for submitting this bid, offer, or proposal.
- 4.33. Vendor certifies that, for the duration of this contract it will:

**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

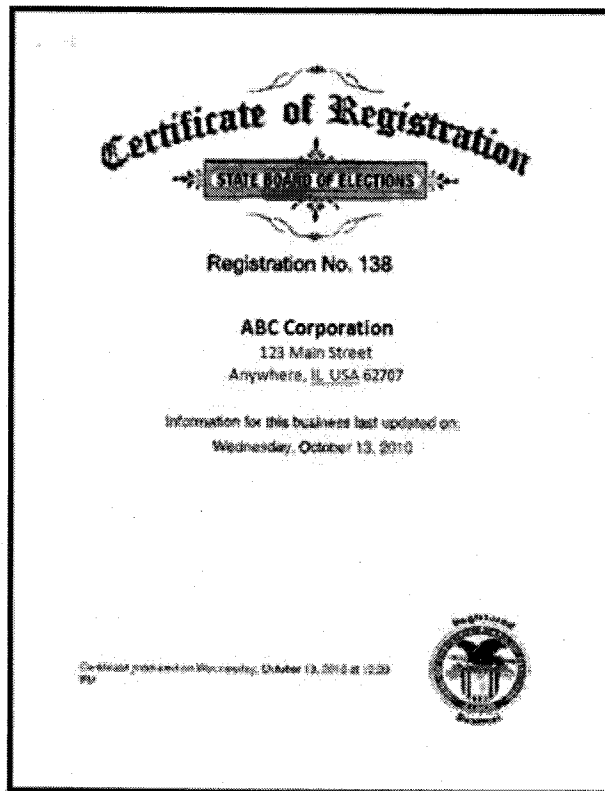
- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

**STATE OF ILLINOIS
STATE BOARD OF ELECTIONS**

5. Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors, bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than \$50,000 or whose aggregate pending bids or proposals and current State contracts that total more than \$50,000, the vendor, bidder, or offeror is prohibited from making political contributions and must register with the State Board of Elections. 30 ILCS 500/20-160.

**EVIDENCE OF REGISTRATION WITH THE STATE BOARD OF ELECTIONS
IS THE CERTIFICATE OF REGISTRATION**



Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 15828

Jacobs Engineering Group Inc.

600 Wilshire Boulevard
Suite 1000 -Legal
Los Angeles CA 90017

Information for this business last updated on:

Thursday, February 9, 2017

Certificate produced on Thursday, February 09, 2017 at 5:03 PM



STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

6. In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, will include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid or offer that does not include this disclosure may be given a period after the bid or offer is submitted to cure non-disclosure. A chief procurement officer may consider the disclosure when evaluating the bid or offer or awarding the contract.

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

Click here to enter text.

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency will consider this form when evaluating the bid or offer or awarding the contract.

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

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000 (annual value)
- Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000 (annual value)

Project Name	Design Corridor Manager (DCM) Services – EOWA Corridor (Illinois Route 390/I-490)
Illinois Procurement Bulletin Number	22043022
Contract Number	I-18-4700
Vendor Name	Jacobs Engineering Group Inc.
Doing Business As (DBA)	NA
Disclosing Entity	Jacobs Engineering Group Inc.
Disclosing Entity's Parent Entity	NA
Subcontractor	NA
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 100 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS
 (All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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

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

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

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

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT
 (Complete only if bid, offer, or contract has an annual value over \$50,000)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you 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 other agent who is not identified through Step 2, Option A above and 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.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS
 (Complete only if bid, offer, or contract has an annual value over \$50,000)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

Please provide the name of the person or entity for which responses are provided: **Jacobs Engineering Group Inc.**

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. See Attachment A

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS
 (Complete only if bid, offer, or contract has an annual value over \$50,000)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes No.

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
IDOT	US 20 Phase I Study	Current Contract (Prime)	\$1.8M	P-91-004-11 PTB 157 Item 10

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

DOT	Statewide Structural Engineering Services	Current Contract (Prime)	\$2M	D-30-010-11 PTB 159 Item 31
IDOT	I-90 REVLAC Study	Current Contract (on hold)	\$404K	D-91-152-12 PTB 162 Item 6
IDOT	I-94/US 41 Smart Corridor Study & Design	Current Contract (Prime)	\$2.9M	P-91-376-13 PTB 168 Item 6
IDOT	Various Lighting and Electrical Phase II Projects	Current Contract (Subcontractor)	\$82K	D-91-355-14 PTB 172 Item 9
IDOT	Various Bridge Inspection/Design	Current Contract (Subcontractor)	\$150K	PTB 184-01
Illinois Tollway	I-294 Roadway Study, Cermak Road to Balmoral Avenue	Current Contract (Prime)	\$38M	RR-14-4224 PSB 14-3 Item 4
Illinois Tollway	Systemwide, Traffic O&M Performance Evaluation and Enhancement Support	Current Contract (Subcontractor)	\$310K	RR-14-9172 PSB 14-3 Item 12
Illinois Tollway	Systems Integrator Services	Current Contract (Prime)	\$2.4M	13-0082
Illinois Tollway	Technology Professional Services	Current Contract (Subcontractor)	\$38K	13-0218
Illinois Tollway	I-294/I-290/I-88 System Interchange	Current Contract (Prime)	\$38.5M	I-17-4300 PSB 17-3, Item 5
Illinois Tollway	Tri-State Tollway Advanced ITS Assets Relocation	Current Contract (Subcontractor)	\$490K	I-17-4307 PSB 17-3, Item 12
Illinois Tollway	Tri-State Tollway ITS and Lighting Installation	Current Contract (Subcontractor)	\$1.4K	I-17-4308 PSB 17-3, Item 13

Please explain the procurement relationship: Prime

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

**STEP 9
SIGN THE DISCLOSURE**

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

Name of Disclosing Entity: Jacobs Engineering Group Inc.

Signature

Date: February 7, 2019

Printed Name: Carey Brand

Title: Midwest Operations Manager

Phone Number: 312.612.6032

Email Address: carey.brand@jacobs.com

Attachment A

PSB 18-4

Supplemental response to Item 4.6 of the Standard Certifications

Pursuant to 30 ILCS 500/25-80: "Successor Contractor" a certification regarding collective bargaining obligations is required for any service contract which is subject to this statute. 30 ILCS 500/25-5 states that Article 25 applies to all contracts for supplies and services, "excluding professional or artistic services". The Vendor performs professional services and therefore Article 25 of the 30 ILCS 500 does not apply and Vendor is not required to certify to 30 ILCS 500/25-80.

Supplemental response to Step 7 of the Financial Disclosures & Conflict of Interest Form

To the best of our actual knowledge, Jacobs Engineering Group Inc. has not had any adverse civil judgments nor administrative findings within the State of Illinois.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

TO: Eleanor Curcuro
State Purchasing Officer

DATE: February 7, 2019

FROM: Paul D. Kovacs, P.E. PK
Chief Engineering Officer

SUBJECT: Contract No. I-18-4700
Jacobs Engineering Group Inc.
Affirmative Response on Forms A Disclosures – Step 7, Question 4

In the Forms A disclosures submitted for Jacobs Engineering Group Inc., the following question was answered Yes: Within the previous ten years, have you had any adverse civil judgments and administrative findings? An explanation was included in Jacobs's disclosures.

By copy of this memo, Engineering confirms our review of the information disclosed and that the Tollway has no issue with this information and recommends proceeding with the contract.

PDK:sb

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 10-K
ANNUAL REPORT PURSUANT TO
SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended September 28, 2018 Commission File No. 1-7463

Jacobs Engineering Group Inc.

Delaware
State of incorporation

95-4081636
IRS Employer
identification number

1999 Bryan Street, Suite 1200
Dallas, Texas 75201
Address of principal executive offices

(214) 583-8500
Telephone number (including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class
Common Stock, \$1 par value

Name of Each Exchange on Which Registered
New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check-mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act: Yes No

Indicate by check-mark if the Registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes No

Indicate by check-mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check-mark whether the Registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files). Yes No

Indicate by check-mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of the Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check-mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check-mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Act) Yes No

There were 142,263,898 shares of common stock outstanding as of November 12, 2018. The aggregate market value of the Registrant's common equity held by non-affiliates was approximately \$8.3 billion as of March 30, 2018, based upon the last reported sales price on the New York Stock Exchange on that date.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's definitive proxy statement to be issued in connection with its 2019 annual meeting of shareholders are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated.



Jacobs Engineering Group Inc.
 Global Risk Management
 1000 Wilshire Blvd., Suite 2100
 Los Angeles, CA 90017 USA
 213.228.8295

April 17, 2019

Illinois State Toll Highway Authority
 2700 Ogden Avenue
 Downers Grove, IL 60515

Subject: Certificate of Insurance for Illinois State Toll Highway Authority.

Dear Sir(s):

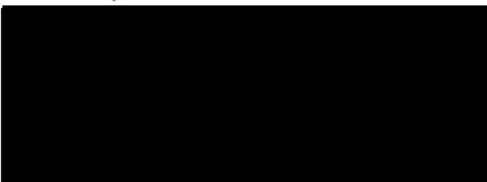
Attached is a Certificate of Insurance which provides evidence of the insurance coverages and liability limits required in the insurance requirements between Illinois State Toll Highway Authority and Jacobs Engineering Group Inc.

Please be advised that the liability limits required in the Agreement are within the "primary" insurance policy maintained by Jacobs Engineering Group Inc. Accordingly, we are in compliance with the limits required as the limits are just not split between a primary and umbrella/excess policy. Please see the table for such depiction:

Certificate of Insurance	Insurance Coverage Required
Commercial General Liability Limit Each occurrence - \$3 million Aggregate - \$4 million	Commercial General Liability Limit Each occurrence - \$1 million Aggregate - \$2 million Umbrella/Excess Liability Limit - \$2 million
Business Auto Liability Limit - \$3 million	Business Auto Liability Limit - \$1 million Umbrella/Excess Liability Limit - \$2 million
Workers Compensation - Statutory	Workers Compensation - Statutory
Employer's Liability Limit - \$3 million	Employer's Liability Limit - \$1 million Umbrella/Excess Liability Limit - \$2 million

Should you have any questions, please contact me 720-286-1210. or dan.mcnasby@jacobs.com

Sincerely,



Dan McNasby
 Senior Risk Management Analyst
 Global Risk Management



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/17/2019

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 LIC #0437153 Marsh Risk & Insurance Services CIRT_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	1-212-948-1306 CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No): 1-212-948-1306														
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 1000 Wilshire Blvd., Suite 2100 Los Angeles, CA 90017		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE AMER INS CO</td> <td>22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE AMER INS CO	22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES **CERTIFICATE NUMBER:** 55962697 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		HDO G71096750	07/01/18	07/01/19	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> 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		ISA H25158684	07/01/18	07/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WLR C6479033A (AOS)	07/01/18	07/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	PROFESSIONAL LIABILITY "CLAIMS MADE"		RON G21655065 009	07/01/18	07/01/19	PER CLAIM/PER AGG 2,000,000 AGGREGATE DEFENSE INCLUDED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CONTRACT MGR: Natasha Breslieva. RE: PSB 18-4 Design Corridor Manager (DCM) - EOWA Corridor (Illinois Route 390/I-490).
 CONTRACT NUMBER: I-18-4700. CONTRACT END DATE: 12/31/2025. SECTOR: Public. *\$2,250,000 SIR for states of: LA, OH, TX.
 The Illinois State Toll Highway Authority is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. Coverage is primary and certificate holder's insurance is excess and non-contributory. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

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

ADDITIONAL INSURED - AUTOMATIC STATUS

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 2
Policy Symbol HDO	Policy Number G71096750	Policy Period 07/01/2018 TO 07/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization: Any person or organization for whom any Named Insured is required by written contract or agreement to provide insurance, entered into prior to the loss, where such written contract or agreement does not expressly identify a particular Insurance Service Organization Form to be applied to their additional insured status.

Who Is An Insured (Section II) includes as an additional insured the person or organization shown in the Schedule, but the insurance shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of the coverage and/or limits required by said contract or agreement; and, if such additional insured's scope of coverage is not expressly stated in such contract or agreement, then such coverage is limited to the additional insured's vicarious liability to the extent directly caused by the Named Insured's negligence during the Named Insured's ongoing operations. This insurance shall be primary insurance to the extent required by said contract or agreement, and any other insurance or self-insurance maintained by such person or organization shall be noncontributory with the insurance provided hereunder to the extent specified in said contract agreement.

Where the contract or agreement provides that the additional insured's scope of coverage is for the Named Insured's indemnity obligations under such contract or agreement, then such coverage shall be limited to the extent such indemnity obligations are enforceable under applicable law.

Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of coverage required by said contract or agreement

Notwithstanding anything to the contrary, the coverage provided an additional insured under this endorsement shall be limited to the minimum coverage limits required to be provided by the Named Insured under the written contract or agreement.

ADDITIONAL INSURED - DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 4
Policy Symbol ISA	Policy Number H25158684	Policy Period 07/01/2018 TO 07/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.-Project and/or Contract: All projects and/or contracts where you perform work for such additional insured pursuant to any such written contract.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

C. With respect to the insurance afforded to these additional insureds, the following applies:

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

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

If such additional insured's scope of coverage is not expressly stated in a contract or agreement, then such coverage is limited to the additional insured's vicarious liability to the extent directly caused by the Named Insured's negligence during the Named Insureds ongoing operations. This insurance shall be primary insurance to the extent required by said contract or agreement, and any other insurance or self-insurance maintained by such person or organization shall be noncontributory with the insurance provided hereunder to the extent specified in said contract agreement.

Where the contract or agreement provides that the additional insured's scope of coverage is for the named insured's indemnity obligations under such contract or agreement, then such coverage shall be limited to the extent such indemnity obligations are enforceable under applicable law.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
04/17/2019

NAME OF INSURED: Jacobs Engineering Group Inc.

Contract Information Sheet

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

Consultant Name: Jacobs Engineering Group, Inc.

Contract Number: I-18-4700

Proposal Date: 4/1/2019

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-18-4700 Consultant: Jacobs Engineering Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Grand Total Exhibit A Hours
Task A – DCM							1991	1991	1991	1991	1991	1992	1992	11947
Task B – Corridor-Wide							500	500	500	500	500	499	499	2999
Task D – Task Orders							70	70	70	70	70	73	73	423
TOTALS							2561	2561	2561	2561	2561	2561	2561	15369

Contract Number: I-18-4700

Consultant: Jacobs Engineering 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		
Task A – DCM	870	870	870	870	870	870	870	870	870	870	870	870	870	10440
Task B – Corridor-Wide	217	217	217	217	217	217	217	217	217	217	217	217	217	2604
Task D – Task Orders	30	30	30	30	30	30	30	30	30	30	30	30	30	360
TOTALS	1117	1117	1117	1117	1117	1117	1117	1117	1117	1117	1117	1117	1117	13404

Contract Number: I-18-4700 Consultant: Jacobs Engineering 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		
Task A – DCM	373	373	373	373	373	373	373	373	373	373	373	373	373	4476
Task B – Corridor-Wide	93	93	93	93	93	93	93	93	93	93	93	93	93	1116
Task D – Task Orders	13	13	13	13	13	13	13	13	13	13	13	13	13	156
TOTALS	479	479	479	479	479	479	479	479	479	479	479	479	479	5748

Contract Number: I-18-4700

Consultant: Jacobs Engineering Group, Inc.

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		
Task A – DCM	248	248	248	248	248	248	248	248	248	248	248	248	248	2976
Task B – Corridor-Wide	62	62	62	62	62	62	62	62	62	62	62	62	62	744
Task D – Task Orders	9	9	9	9	9	9	9	9	9	9	9	9	9	108
TOTALS	319	319	319	319	319	319	319	319	319	319	319	319	319	3828

Contract No.: I-18-4700

Consultant: Jacobs Engineering Group, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>107,301.00</u> (Total Work Hours from Exhibit A)	\$ <u>61.33</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>6,580,770.33</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 \$ 18,426,156.92

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 401,343.08

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 7,080,000.00

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ 3,592,500.00

TOTAL SERVICES BY OTHERS \$ 10,672,500.00

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)

\$ 29,500,000.00

Contract No.: I-18-4700 Consultant: Jacobs Engineering 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

- Train/Transit, Taxi/Carfare**
- Printing**
- CDs/DVDs (includes repro)**
- Temporary Help/ Contract Labor**
- Permitting fees (various agencies)**
- Railroad agreement fees & reimbursements**
- Railroad Protective Liability Insurance**
- Utility agreement fees & reimbursements**
- Aerial videography, historic data**
- Presentation boards**
- Security**
- A-V Production**
- Mobile App Development/Support**
- Translation Services**
- Utility clearance services (for field work)**
- (see attached)**

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 401,343.08

Exhibit D Itemized Direct Costs (Continued)

Health & Safety equipment for field work
Sampling equipment rental (pumps, water quality, GPS camera)
Personal protective equipment for field work
55-gallon drums for investigative derived waste
Title commitments
Media and public outreach event supplies
Outreach event provisions
EcoSys, DR McNatty, and MLM project software
EcoSys software
Airline baggage fees
Airspace evaluation (vendor)
Geoprobe (vendor)
Catering for Tollway-directed events
Tent/canopy/chair rental

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-18-4700

Consultant: Jacobs Engineering Group, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Charles (Jake) Weaver, PE

Project Engineer: Jason Moller, PE

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Steve Lynch, PE

Classification: Senior Advisor - Roadways QA/QC

Name: Keith Mockenhaupt, PE, SE

Classification: Senior Advisor - Structures QA/QC

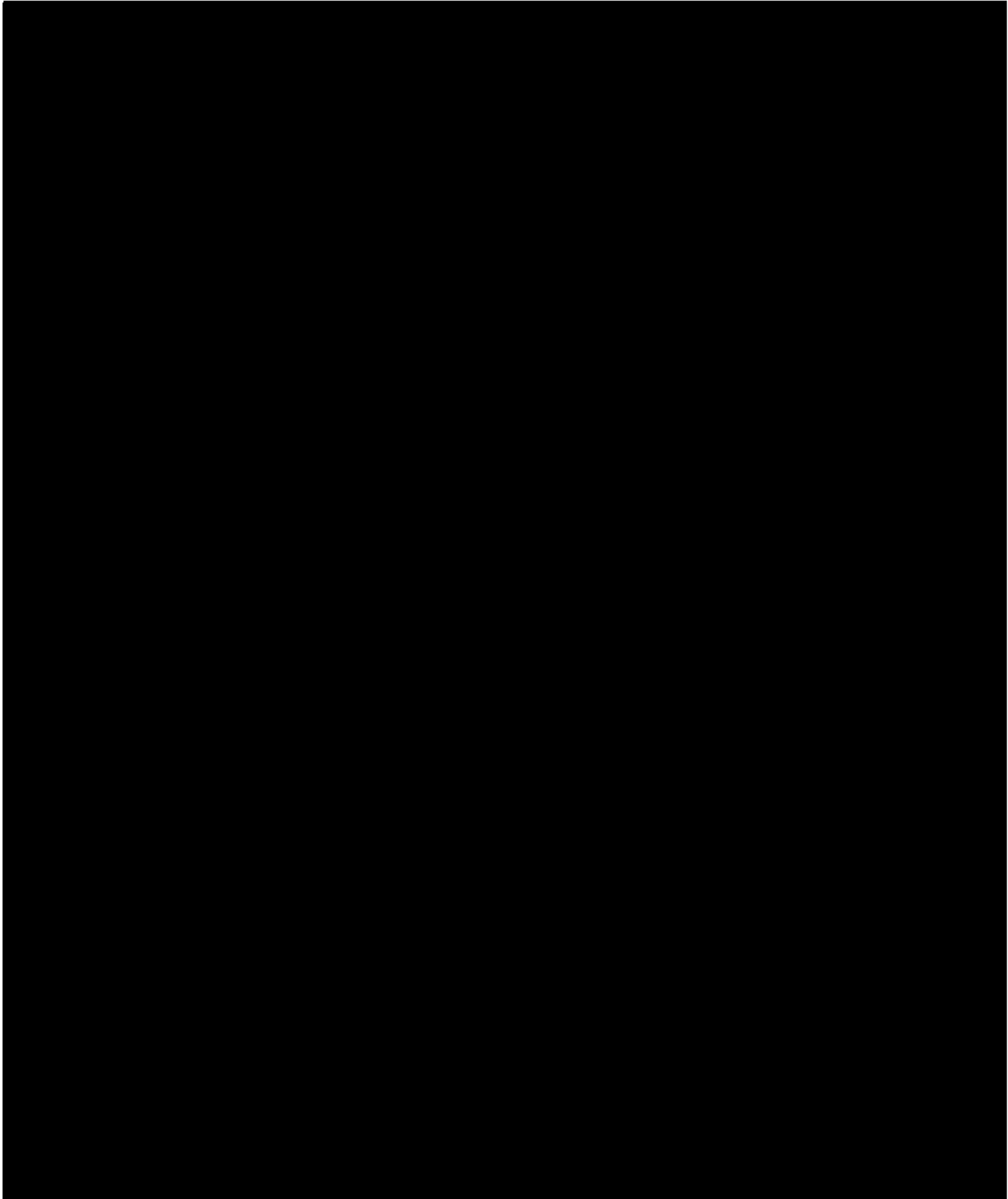
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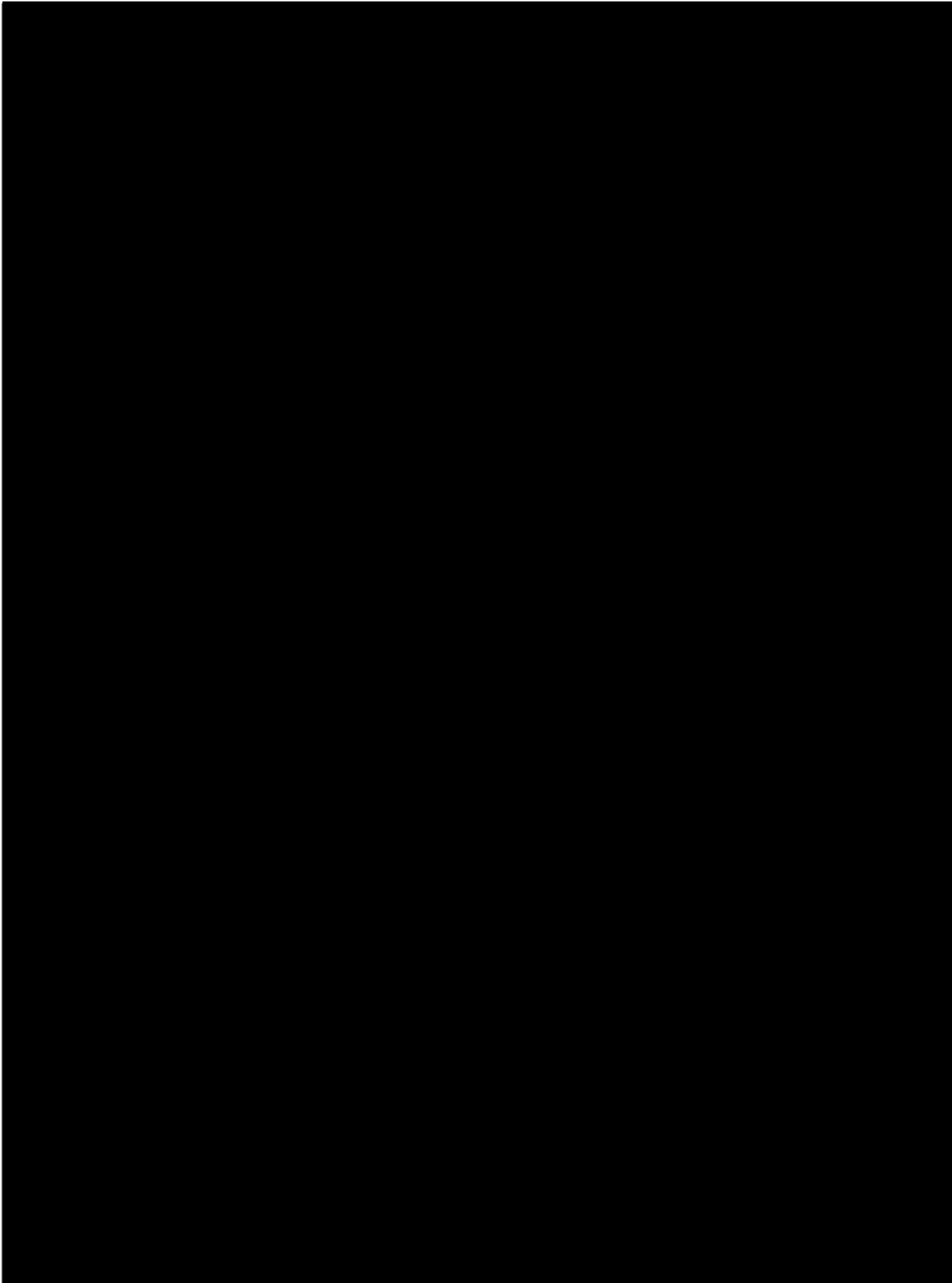
Classification: _____

Name: _____

Classification: _____

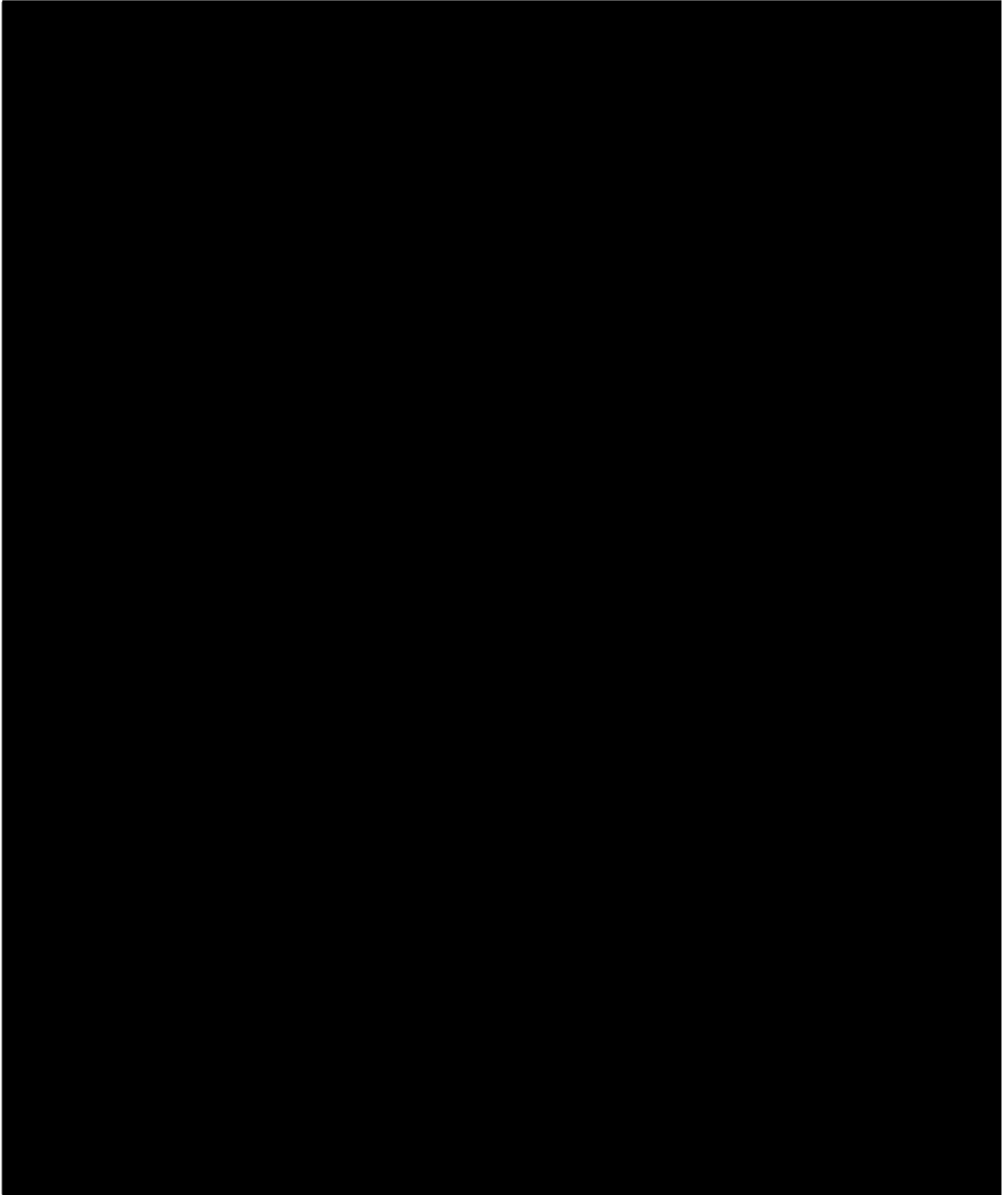
Charles (Jake) Weaver, PE
Project Manager

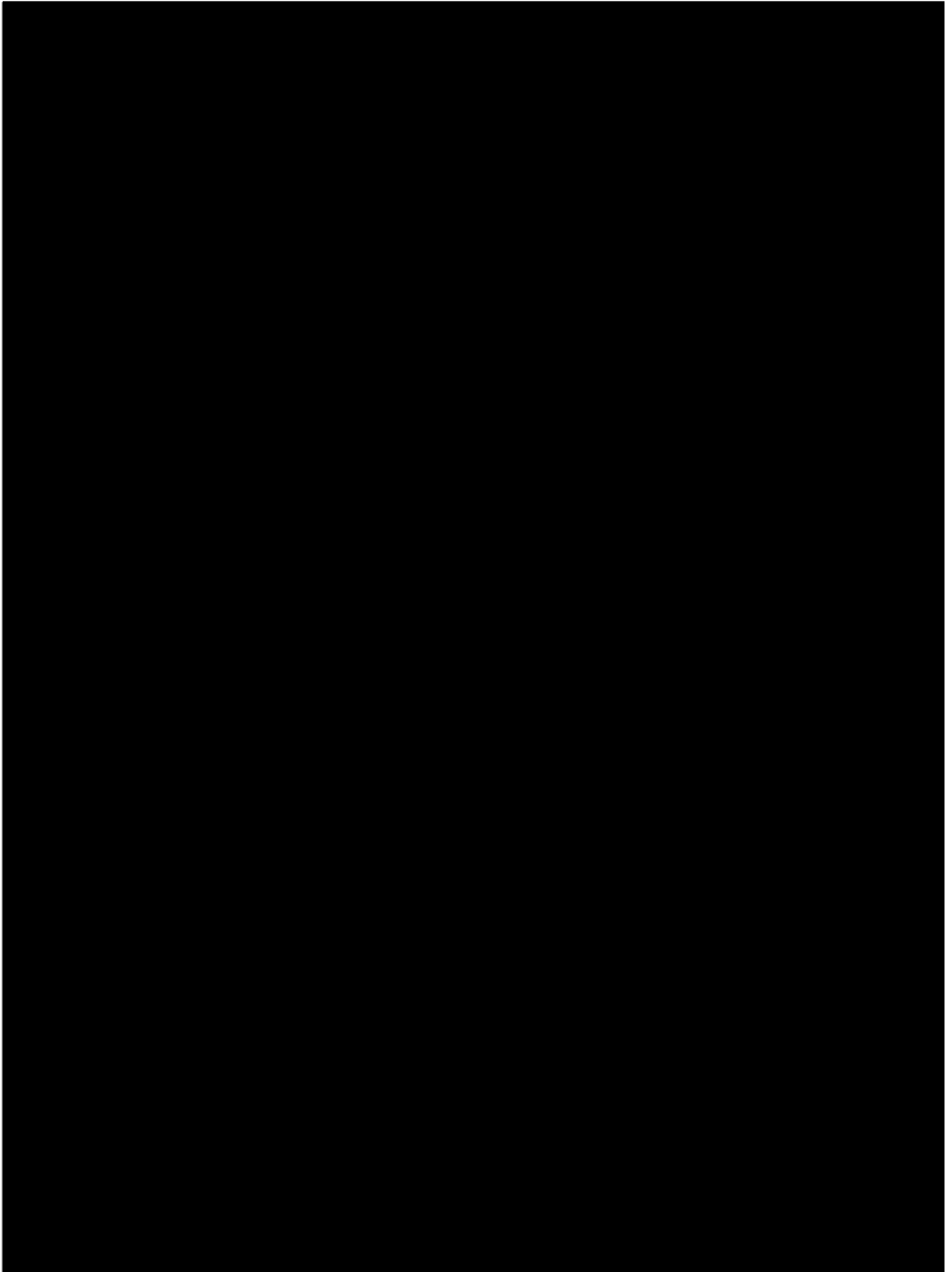




Jason Moller, PE

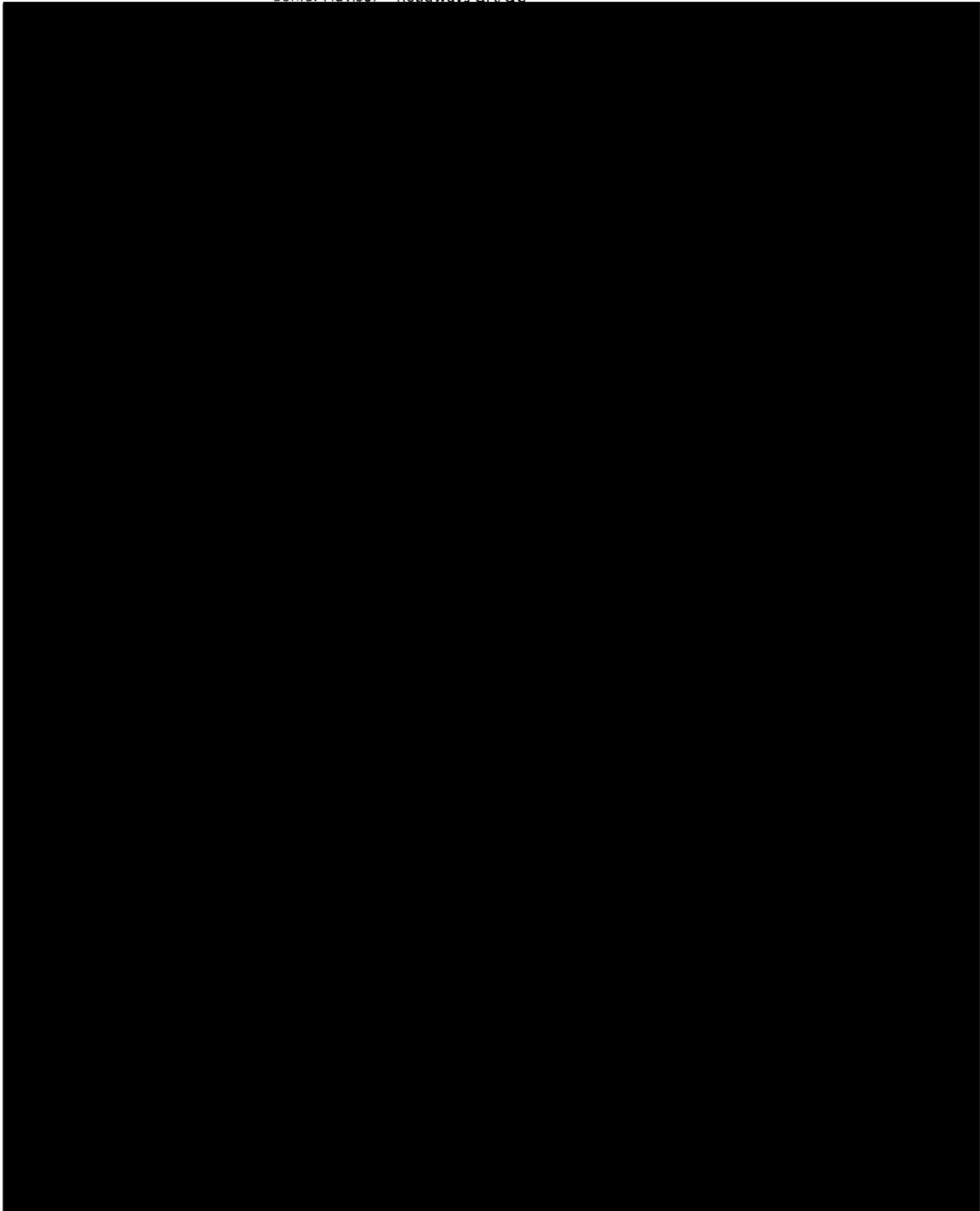
Deputy Project Manager and Project Engineer

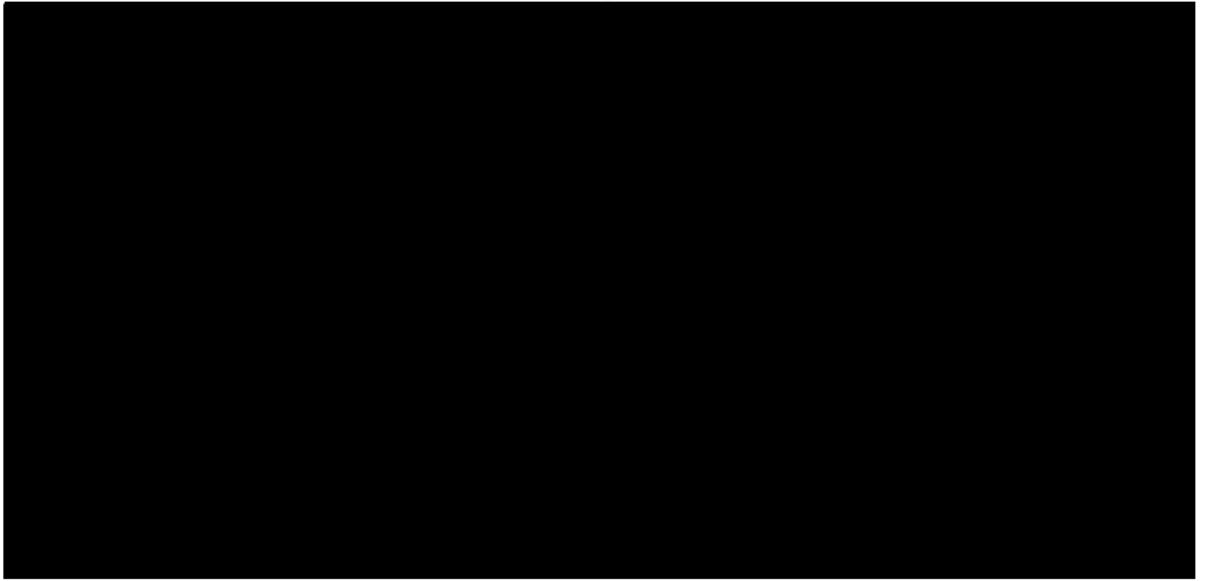




Steve Lynch, PE

Senior Advisor – Roadways QA/QC





Keith Mockenhaupt, PE, SE
Senior Advisor – Structures QA/QC

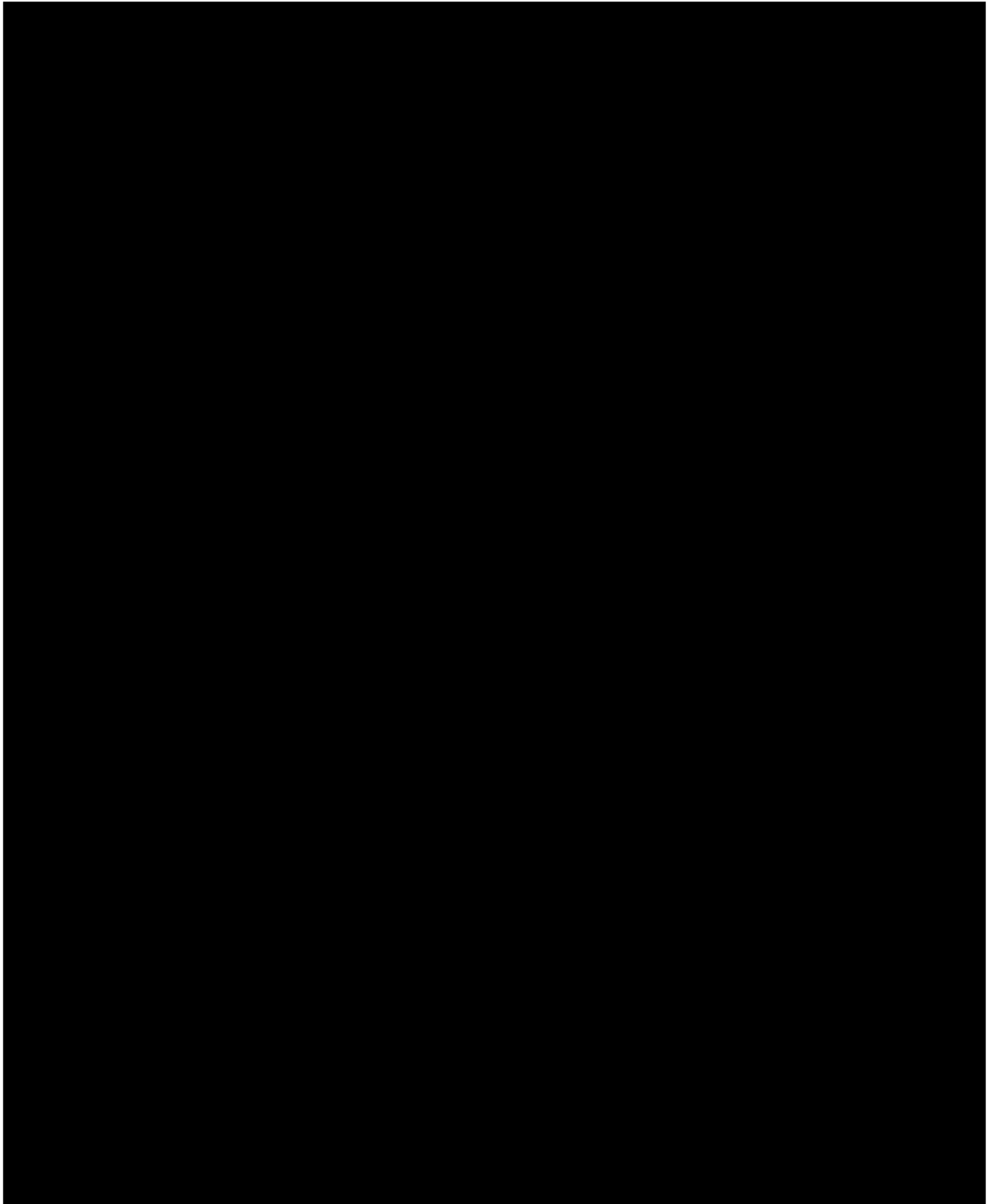


Exhibit F

Scope of Work

Design Corridor Manager (DCM) – EOWA Corridor (Illinois Route 390/I-490)

Contract No. I-18-4700

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to provide design corridor management (DCM) services for contracts associated with the Elgin O'Hare Western Access (EOWA) project in DuPage and Cook Counties, Illinois. Design Section Engineering (DSE) Services for yet to be determined project improvements are also included in the project. The DCM shall provide services as directed by the Tollway and in coordination with the services being provided under the Construction Corridor Management Services and Owner's Representative (CCM/OR) contract. The DCM shall report to the CCM/OR. The DCM shall not duplicate the scope of the CCM/OR.

The EOWA project limits include Illinois Route 390 and I-490 in their entirety, the Tri-State Tollway (I-294) between North Avenue and Wolf Road and arterial roadways and off site locations adjacent to the aforementioned toll roads and associated with the construction of the EOWA project. The DCM Services shall be provided for all remaining EOWA project design contracts through completion and closeout.

The EOWA project consists of upgrading and extending Illinois Route 390 (formerly the Elgin O'Hare Expressway) between U.S. Route 20 (Lake Street) and I-490 (the O'Hare Western Access) for approximately 10 miles. I-490 is proposed to be constructed as a new toll highway and will extend from I-90 at the location of the former Des Plaines Oasis to I-294 near Grand Avenue totaling approximately 6.2 miles in length and generally located along the western edge of O'Hare Airport. Full access system interchanges are proposed to be constructed at I-90, Illinois Route 390 and I-294. The Illinois Route 390 interchange with I-490 will include construction of western access ramps to/from O'Hare International Airport. Service interchanges are proposed to be constructed at IL 72 (Touhy Avenue), the proposed O'Hare West Terminal (Western Landside Reserve Area), IL 19, Pratt Boulevard and Green Street/Franklin Avenue. Due to the interrelationship between the EOWA project and Central Tri-State Tollway corridor projects (i.e. near the planned Western Access (future I-490) and Central Tri-State Tollway (I-294) interchange), the construction of the proposed I-294 Tollway improvements between North Avenue and Wolf Road are being advanced through design and construction in conjunction with the EOWA proposed improvements and, as such, the DCM services being provided under the contract are to include that segment of I-294. As defined hereinafter, the EOWA Project shall be assumed to include the construction of the proposed improvements along the aforementioned section of I-294. Finally, the EOWA project includes, but is not limited to, off-system improvements along Touhy Avenue, Franklin Avenue/Green Street, County Line Road, Lake Street and North Avenue, all of which are planned to be advanced through construction by the Cook County Department of Transportation and Highways but for which DCM, oversight and coordination services are required to be provided.

II. DESIGN CORRIDOR MANAGER SERVICES

DCM services for the Elgin O'Hare Western Access project, shall include but not be limited to the following:

1. The DCM will provide project design management services for the contract. The DCM will provide a project lead that will be the single point of contact for the project and will be responsible for overall management of the project and coordination and management of the various project design contracts prepared by others. The DCM shall regularly coordinate and meet with the project consultants (DSEs, Design Upon Request (DUR) consultants, Survey Upon Request (SUR) consultants, Land Acquisition consultants, Geotechnical Services Upon Request consultants, Utility Coordination and SUE consultants, other project consultants) and Tollway

Departments (including but not limited to Maintenance and Operations, Tollway Engineering, Toll Services, ITS, Land Acquisition, Communications and Planning). The DCM shall also meet regularly with the CCM/OR and report, in coordination with the Tollway Project Manager, project status (including but not limited to project scope, schedule and budget status) and risks affecting project delivery.

2. The DCM will assist the Tollway in identifying services required to be performed by other contracts and in the preparation of associated scopes of work and project schedule documents for such contracts. The DCM will assist in reviewing and coordinating project consultants project reporting. The DCM shall coordinate between various contracts prepared by others to ensure that tasks are completed within established schedules in order to meet project need.
3. The DCM will provide recommendations for contract packaging based upon project priorities and criteria. The DCM will prepare associated exhibits and reports. The contract packaging recommendations shall be prepared in coordination with the CCM/OR and Tollway Project Manager.
4. Coordination and project management of design contracts. The DCM will be the single point of contact between the Tollway and project consultants and will be responsible for delivery of project contracts through the design phase in accordance with established Tollway schedules and budget. The DCM scope of work includes coordinating corridor design issues and establishing project design criteria, maintaining a corridor decision log, ensuring plan consistency (pay items, special provisions, plan format, etc.), preparing plan transmittal memos and letters and distributing plans to the Design Review Team for review, coordinating and tracking plan submittals and coordinating plan reviews with Design Review Team; gathering, tracking and disseminating review comments; ensuring review comments are uploaded to the web based project management system for reviewer and DSE review; chairing, facilitating and preparing meeting minutes for design review meetings; ensuring that review comments are incorporated in bid documents; resolving design comment issues; coordinating preparation and processing of project design deviations; coordinating submittal of DSE Barrier Warrant Analyses; ensuring that project commitments are incorporated in bid documents; preparation of Staff Summary Sheets; preparation of contract liquidated damage calculations, submittal of DSE cost estimates to Tollway Cost Estimating Group; review of DSE cost estimates; preparation of corridor special provisions; facilitating final plan check meetings; assign corridor designs to individual DSEs for application across corridor; identification of special details and conditions; corridor plan review (maintenance of traffic, drainage, etc.).
5. The DCM will be required to monitor project consultant progress and work to ensure budget and schedule compliance. The DCM shall schedule progress meetings to discuss work progress and project status with respect to project schedule and budget. The DCM will maintain a corridor design and construction schedule. The DCM will maintain a corridor construction cost estimate.
6. Coordination and project management of contracts associated with land acquisition. The DCM scope of work includes preparation of a corridor land acquisition schedule, coordinating DSE and DUR preparation and submittal of plat of acquisition documents with the Tollway's Land Acquisition Department and coordinating status of land acquisition with the Tollway. The DCM will ensure that right of way requirements are defined, including temporary and permanent easements, by DSEs/DURs such that project schedules are maintained. The DCM will be the single point of contact between the DSEs and Design Upon Request (DUR) and consultants providing Land Acquisition services for the project. The DCM will be the single point of contact with the Tollway Land Acquisition

- Department and will chair and facilitate regular coordination meetings with the Tollway Land Acquisition Department.
7. Coordination and project management of contracts associated with survey. The DCM scope of work includes preparation of a corridor survey schedule and coordinating survey deliverables and schedules with the project consultants and Tollway.
 8. Coordination and project management of contracts associated with geotechnical studies. The DCM scope of work includes preparation of a corridor geotechnical schedule and coordinating geotechnical deliverables and schedules with the DSEs and Tollway.
 9. Coordination and project management of contracts associated with environmental studies and permits. Through coordination with the applicable agencies, the DCM will determine permitting requirements and time required to obtain such permits. The DCM will coordinate with DSEs and the Tollway to ensure that permits are acquired in accordance with the project schedules.
 10. Coordination and project management of contracts associated with utility investigations. The DCM will serve as the single point of contact for the utilities. The DCM will ensure that DSE/DUR utility coordination and impact identification is identified such that project schedules and maintained. The DCM will coordinate with the Tollway Utility Department to ensure that project required agreements and permits are processed. The DCM will also compile utility coordination conflict logs from DSEs so that status of coordination can be monitored. The DCM will be the single point of contact with the Tollway Utility Department and will chair and facilitate regular coordination meetings with the Utility Department and Utility Companies.
 11. Coordination of Intergovernmental Agreements and/ or permits with IDOT, Local Agencies, airports and Railroads. The DCM shall be the main single point of contact with the affected agencies and will track and ensure that all project related agreements and permits are secured for each construction contract. The DCM shall regularly meet with the affected agencies and coordinate project issues with the Tollway, DSEs and other affected parties. The DCM will provide information required for Intergovernmental Agreements. The DCM will draft required Railroad Agreements for use and review by the Tollway as necessary.
 12. Program cost estimating and scheduling. The DCM scope of work includes preparing design schedules and monitoring DSE construction cost estimates and schedules such that total program cost and schedule can be monitored and reported as necessary; monitoring program scope of work; preparation of corridor design and construction schedules. The DCM is responsible for the corridor budget and schedule and will be required to track overall budget and schedule and report such on a regular basis. The DCM will also review DSE construction cost estimates and schedules and resolve conflicts between DSE costs and construction schedules to ensure compatibility during construction.
 13. Coordination with IDOT, Airport, Transit and other Local Agency contracts. The DCM will review overall construction programs of other agencies to identify potential conflicts with EOWA project work and coordinate such conflicts with affected agencies.
 14. Coordination with project stakeholders including; airports, communities, business organizations, general public and other interested parties. The DCM scope of work includes coordination of public outreach meetings and regular agency coordination meetings, preparation of corridor exhibits and charring meetings with interested parties as requested; preparation of project information that can be distributed to interested parties; participation in public meetings including providing project presentations; coordination with Tollway Communications Department and providing corridor information and exhibits; providing project presentations. The DCM will

- prepare exhibits and meet with Local Agencies and IDOT to discuss project impacts to Local and IDOT facilities (including cross road traffic and drainage impacts). The DCM will track and maintain a log of permits, agreements, etc. required from IDOT and Local Agencies, railroads and utilities.
15. Performing DSE/DUR submittal reviews including constructability reviews, maintenance of traffic reviews, drainage and erosion control review and traffic phasing for interim conditions and for conditions during construction. The DCM will review the project as a corridor. The DCM will review submittals to ensure corridor consistency and to ensure that Phase I EIS commitments are satisfied.
 16. Coordination with Tollway Traffic Engineering Consultant during design phase. Also, preparation of Traffic Analyses as required to evaluate traffic impacts resulting from design alternatives under consideration as well as interim traffic conditions as operable sections of the project are opened to traffic.
 17. Coordination with Tollway User Departments, including but not limited to, Toll Services, Maintenance and Traffic Operations. The DCM shall arrange and chair coordination meetings with the Tollway User Departments and shall provide DSEs with relevant information to ensure that bid documents address applicable requirements. Coordination and development of a corridor ITS plan will also be required.
 18. Bid Phase Coordination and coordination with Tollway Contract Services during Contract advertisement and bid phase and review of DSE Contract Bid Evaluations. The DCM will be responsible for ensuring that DSE submittals are provided to Tollway Contract Services consistent with project schedules to allow for Contract Advertisement in accordance with bid letting schedules. The DCM will prepare documents necessary for Contract Advertisement including the Advertisement for Sealed Bids (A-1) page, Advertisement Authorization Document and associated memos. The DCM will coordinate with Tollway Contract Services with respect to submittal and processing of Contract Addenda including preparation of approval memoranda. The DCM will review DSE addenda submittals and coordinate contents and schedule with DSEs. The DCM will coordinate with DSEs during the bid phase and coordinate responses to bid inquiries with DSEs. The DCM will chair and attend pre-bid meetings.
 19. Coordination with Construction Managers including coordinating DSE submittals of construction revisions and providing applicable corridor design information to CMs.
 20. Documenting lessons learned and providing applicable documentation and direction to DSEs.
 21. Public Coordination services including, but not limited to, those associated with the project Local Advisory Committee. Coordinate with general public regarding design, construction, route changes and all other aspects of design and construction to ensure constant and seamless information flow to residents impacted, as applicable. Effort may include townhall meetings, small group meetings, public information advisories and information to be shared on digital platforms.
 22. Diversity and Sustainability Initiatives as necessary.
 23. Administrative support including, but not limited to, preparation of project correspondence, scheduling meetings, preparation of meeting agendas and meeting minutes, Web Based Management administration and communication.
 24. The DCM will be required to utilize the Tollway's Web Based Project Management System for all official project communications.

The DCM and its subconsultants are precluded from managing and directly supervising work that they are performing under other Tollway contracts. The DCM and its subconsultants can perform work on other Tollway projects provided that:

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

III. DESIGN SECTION ENGINEERING SERVICES

The Design Section Engineer's (DSE) services to be provided shall consist of Phase II engineering services authorized by the Tollway on a task order basis as necessary for the above described project, together with the identification of potential utility conflicts as per the requirements of the Tollway's Design Section Engineer's Manual, as amended by the Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials and construction requirements of the Tollway shall apply to all portions of the improvement under Tollway jurisdiction. The design criteria and policies, materials and construction requirements of the Illinois Department of Transportation shall apply outside the Tollway jurisdiction area. The DSE services shall not commence without prior Tollway authorization.

The Illinois Department of Transportation (IDOT) has advanced the EOWA project through the planning stage. The planning stage of the project was completed under a separate contract in two parts, or "tiers." Tier One was completed in June 2010 with the signing of the Record of Decision (ROD). The Tier One planning process, which included the preparation of a Tier One Environmental Impact Statement (EIS), defined an overall preferred multi-modal transportation plan for the study area, essentially identifying the type and location of the proposed improvements, at a conceptual level of detail. During Tier Two, IDOT and the Tollway conducted more detailed environmental and engineering studies. The Tier Two EIS identifies environmental impacts and proposed mitigation based on the refined preliminary design features. The Tier Two Draft EIS was completed in the spring of 2012, followed by the Tier Two Final EIS in December 2012, and design approval via the associated Combined Design Report in February 2013. In addition to the IDOT led Phase I studies, Design Corridor Management (DCM) services for the EOWA project are provided under a separate contract and as included herein, including supporting concept design studies. The following deliverables will be provided via the separate IDOT studies, under the aforementioned DCM contract and as further described herein:

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

and any associated cost analyses for the project to the Tollway's Land Acquisition Department in coordination with the DSE.

The following requirements shall apply as necessary and applicable to DSE services required and authorized by the Tollway:

A. CONCEPT VERIFICATION REQUIREMENTS

The DSE will be responsible for reviewing the Phase I Engineering documents completed to date as referenced above and providing concept (30%) design deliverables as further defined herein. The DSE review of Phase I Engineering documents prepared to date shall include, but not necessarily be limited to, the following:

1. Project scope
2. Project budget. The DSE shall review the cost estimate and provide an updated concept (30%) level cost estimate.
3. Project schedule. The DSE shall confirm or provide a recommended construction schedule for proposed construction contract package(s) within the contract limits. The DSE shall coordinate with the DCM to ensure that schedules are supported and can be accommodated within the overall EOWA Master Corridor Schedule.
4. ITS/AET Scope. The scope anticipated to be included as part of the construction contract(s) is anticipated to be limited to the installation of the underground duct package along the roadway corridor which will contain Fiber Optic Cable installed under separate contract(s). ITS device design will be performed under separate contracts. The DSE will be required to coordinate with the DCM and adjacent DSEs to ensure that ITS device design and installation by others under separate contracts is not precluded.
5. Project concept review including geometrics, right-of-way requirements, materials, maintenance of traffic, drainage, number of construction contracts, design criteria, cost benefit analysis, alternatives analysis and all other appurtenant and miscellaneous items. The DSE will review of adjacent contract work prepared by others to ensure that there are not conflicts between design sections.
6. Design Criteria Review. The DSE shall review the current Tollway Design Criteria and evaluate the impact of updating the 30% level concept submittal prepared to date to be in conformance with the current design criteria.
7. Design Deviations prepared to date. The DSE shall coordinate with the DCM and adjacent EOWA DSE sections to confirm whether or not deviations are still required.
8. Evaluation of Roadside obstacles in accordance with the Tollway's Traffic Barrier Guidelines, latest edition. The DSE will prepare a strip map which identifies all areas of concern and meet with the Tollway and DCM to confirm expected level of analysis to be performed as part of the Barrier Warrant Analysis for each contract.
9. Review of utility coordination and utility studies performed to date, perform a field review and submit Notice of Interference forms. The DSE is responsible for utility coordination in accordance with the DSE Manual.
10. Review of Phase I environmental documents (including Tier Two EIS) to confirm potential issues related to biological, cultural, noise, air, hazardous/special waste, pedestrian/bike accommodations, land use, zoning, etc. Review of ESA investigations and recommendations performed by others. Review of Phase II

ESA prepared by others in accordance with the Tollway Environmental Studies Manual, latest edition, and ASTM E1903 Standard Practice for Environmental Site Assessments, Phase II as applicable. Review of Remedial Action Plan prepared by others (if necessary) in accordance with the aforementioned criteria as applicable and in accordance with IEPA requirements for Site Remediation Programs.

11. Review coordination with IDOT, regulatory and local agencies performed to date and confirm commitments and future required action including identification of agreements and municipal/county design issues.
12. Review of available survey information furnished by the DCM and confirmation of completeness or need for additional information. DSE responsibilities with regard to Field Survey services outlined in Section III.
13. Performing Bridge Type Studies for new bridges proposed to be constructed. The use of Accelerated Bridge Construction (ABC) techniques will be considered as part of the studies.
14. Performing Wall Type Studies for new retaining wall construction.

B. PRELIMINARY AND FINAL DESIGN ENGINEERING

1. ROADWAY REQUIREMENTS

- a. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
- b. Identify utility impacts on construction, right-of-way, costs, and project schedule. Supplemental SUE services shall be performed by others.
- c. Conduct supplementary survey and right-of-way studies as required.
- d. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules.

2. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

During this phase, the DSE shall perform designs and prepare contract plans and documents for implementation of the project improvements, to include, but not be limited to, the following:

- a. Design services for preparing contract plans, special provisions and estimates.
- b. Performing Type, Size and Location (TS&L) drawings for new bridge and retaining wall construction.
- c. Design services for preparing contract plans, special provisions and estimates for new bridges and retaining walls.
- d. Performing analyses for new drainage structure installation and modification of the existing drainage system.
- e. Provide design of erosion control for all construction zones.
- f. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual.
- g. Design services for preparing contract plans and special provisions for installation of pavement markings, delineators and signage for the contract limits.
- h. Provide barrier warrant analyses for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.

- i. Electrical design services for updating existing roadway and underpass lighting and installing new roadway and underpass lighting as required by the Tollway's Lighting Standards and design criteria.
- j. Perform detailed design for all overhead, cantilever and ground mounted sign structures within the contract limits.
- k. Provide maintenance of traffic plans including those for impacts to local facilities.
- l. Utility coordination for protection and / or relocation of utilities.
- m. Provide assistance to and backup materials for the preparation of all required permits by the DCM.
- n. Perform geotechnical studies.
- o. Prepare all required permits.
- p. Perform INVEST planning and design evaluations.
- q. Perform environmental studies. Phase II Environmental Site Assessments will be performed by others will be updated and a Final Phase II ESA prepared. The DSE will prepare all designs required for remediation recommendations resulting from the ESA and Remedial Action Plan (RAP).
- r. Coordination with the Illinois Tollway and DCM with regard to environmental issues including, but not limited to USCOE, IEPA, NPDES, IDNR-OWR. The following tasks have been or will be completed and will be provided to the DSE: Biological Resource Review, Wetland Delineation, Cultural Resource investigation, Stream/Water Quality Investigation, tree transect survey, Special Waste Assessment, and Noise Analysis. The DSE will be responsible for performing detailed tree classification surveys. The DCM will prepare a comprehensive inventory of required permits for the overall EOWA project, secure select permits and approvals (including FAA approval and corridor-wide 404/401 permits), and support coordination of other required permits to be secured by the DSE. See Table B for information regarding permitting responsibilities. Required permit submittals for the project include, but are not limited to: approval from Federal Aviation Administration; permits from the U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, U.S. Fish and Wildlife, Metropolitan Water Reclamation District, IDOT, Local Agencies, Local Soil and Water Conservation Districts, Local Forest Preserve Districts, Railroads, etc. The DSE will review and confirm the overall permits inventory as identified by the DCM. The DSE will support the DCM in securing other required construction permits in conformance with the established schedule, including preparation of permits not being prepared by the DCM. The DSE will be required to furnish plans, calculations, etc. as required for permit submittals. The DSE shall coordinate permit requirements with the DCM throughout the design phase. The DSE shall be responsible for ensuring that permit submittals and approvals are consistent with contract schedules.
- s. All other appurtenant and miscellaneous items.

C. STRUCTURAL CONSTRUCTION

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

D. DRAINAGE

1. The existing drainage facilities as represented in the concept plans and available as-built plans will be reviewed by the DSE to determine level of completeness and to identify potential additional drainage survey requirements. The DSE shall inspect existing storm drainage pipes to remain for condition assessment.
2. Drainage calculations including culvert and storm sewer sizing will be provided by the DSE.
3. Analysis of alternatives for the proposed drainage system will be required by the DSE. Anticipated alternatives include the staging of the proposed drainage improvements, detention alternatives, and best management practices as applicable. The prior drainage calculation reports from the concept plans and I-90 construction will be provided for starting background.

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

E. ENVIRONMENTAL STUDIES AND REPORTS

1. Determine and evaluate potential environmental impacts. Precautions should be taken to limit wetland impacts to those presented in the Section 404 permit application submitted by the DCM and which was the basis for the USACOE Section 404/IEPA Section 401 permit issued for the Elgin O'Hare Western Access project. The DSE shall coordinate immediately with the DCM if design changes result in an increase in impacts as coordination with regulatory resource agencies would be required.
2. Completion of a two- part Environmental Studies Inventory Sheet (ESIS). Part I shall be submitted no more than four weeks following notice to proceed. Part II shall be submitted with preliminary plans.
3. Evaluate and develop erosion control plans/measures if necessary.
4. Preparation of plans as required for USACOE review of resource impacts and shall include appropriate details including grading plans, soil erosion and sediment control plans, Best Management Practices plans, existing and proposed drainage plans and wetland/waters mitigation plans.
5. Review Remedial Action Plan (RAP) prepared by others and prepare necessary plans and special provisions for remediation work described in the RAP to ensure that the associated project areas are in compliance with IEPA requirements for Site Remediation Programs upon completion of the proposed construction.

F. MAINTENANCE OF TRAFFIC

The DSE shall prepare Maintenance of Traffic deliverables in accordance with Tollway's Design Section Engineer's Manual, latest edition, as amended by the Tollway. The maintenance of traffic plans and studies shall provide for protection and maintenance of Tollway and crossroad traffic, and maintenance of toll operations during construction. The DCM shall coordinate traffic staging and maintenance of traffic for the corridor with the individual DSEs for the project. The coordination shall include ensuring that regional impacts are minimized and to ensure that traffic is maintained during construction. Contract completion dates shall be coordinated between design contracts. The existing number of traffic lanes shall be maintained on the mainline in each direction on the Jane Addams Memorial Tollway (I-90), Tri-State Tollway (I-294), Illinois Route 390 and I-490 during peak hours.

G. UTILITIES

1. The DSE shall coordinate with utility companies and with the DCM throughout the design phase. The DSE shall be responsible for ensuring that utility relocation activities are consistent with contract schedules.
2. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.

3. Verify location of existing communications cables and utilities with respect to the proposed improvements.
4. All utility coordination shall be performed in accordance with the DSE Manual.

H. GEOTECHNICAL

1. For the bridges, retaining walls and sign structure foundations, the DSE will select proposed boring locations for approval by the Illinois Tollway. If required, the DSE will be responsible for providing information to the DCM as required for obtaining right of entry and permits to perform any subsurface exploration.
2. The DSE will provide subsurface exploration, utility checks, laboratory testing and a Soil survey report. If required, pavement corings will be taken at locations selected by the DSE to gather information for the pavement design. The pavement design for local system roadways will be provided by the agency having jurisdiction of the roadways and the Illinois Tollway will determine mainline and ramp pavement section designs for toll roadway pavements. The DCM will provide applicable agencies and the Illinois Tollway with information necessary for designing pavement sections.
3. The DSE will prepare Structural Geotechnical Reports (SGR) that summarize the exploration and studies described above. The SGR will follow the Tollway SGR procedure. The SGR contains geotechnical recommendations related to bridge foundations, retaining wall foundations, slope walls, side slopes, pavement, lighting foundations, and traffic signal foundations.

I. ENGINEERING AND TECHNICAL STUDIES

The scope of work includes providing DSE Services for project required engineering and studies as necessary and directed and authorized by the Tollway in accordance with the Tollway's Design Section Engineer's Manual, latest edition, as amended by the Tollway. Such work may include advance work engineering, pre-concept studies (Toll facility location studies, major utility interference studies, ITS location and element studies, corridor maintenance of traffic concepts and interim phasing studies), survey upon request services, geotechnical upon request services (soils investigation and pavement cores), FHWA Major Projects Documentation, supplemental noise studies and Preliminary Site Investigations (PSI) and Environmental Site Assessments (ESAs)..

IV. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

In addition to the items to be provided as described in the Tollway's DSE Manual, the following will be supplied:

1. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Tollway's website at www.illinoisvirtualltollway.com or from IDOT or Local Agency.
2. The Tollway's biennial structural inspection report of the bridges within the project limits.
3. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
4. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Manuals can be obtained from the Tollway's website at www.illinoistollway.com.
5. Copy of Illinois Tollway Railroad agreements (as required)
6. Copy of Bridge Condition Reports (as required)
7. Maintenance Section Reports

PROJECT SCHEDULE
Design Corridor Management Services
Contract No. I-18-4700
Elgin- O'Hare West Bypass Tollway

SCHEDULE

1.	Scoping Meeting	December 28, 2018
2.	Proposal Submittal	January 16, 2019
3.	Proposal Approval	January 31, 2019
4.	Board Award	February 28, 2019
4.	Notice to Proceed	May 1, 2019
5.	Contract Completion Date	December 31, 2025
6.	Construction Completion Date	December 31, 2025

See Attachment "A"

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.
- 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 having 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 the Tollway 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 Tollway 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.

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 Scanners⁵	
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 I-18-4700

Jacobs Engineering 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
PSB 11-3	Elgin O'Hare Western Bypass Tollway, Design Corridor Manager	\$117,739,338.28	\$8,811,534	6/30/2022
PSB 14-3	RR-14-4224 I-294 Master Plan	\$38,347,000	\$75,000	7/31/2019
PSB 15-2	Elgin O'Hare Western Access, 4656 DSE	\$5,390,000	\$1,580,559	12/31/2019
PSB 16-3	I-16-4266 IL 53/120 EIS	\$25,000,000	\$5,475,764	6/30/2021
PSB 17-3	I-17-4300, I-294- Roosevelt to St. Charles Ph II	\$38,500,000	\$13,090,000	6/30/2020
PSB 18-4	I-18-4700 Design Corridor Manager Services (DCM) – EOWA Corridor (Illinois Route 390/I-490)	\$29,500,000	\$18,827,500	12/31/2025
PTB 170-21	Various IL Safety Program Analysis & Technical Support	\$12,000,000	\$3,845,893	7/2/2020
PTB 175-02	District 1 Var/Var PM	\$1,800,000	\$385,500	12/12/2023
PTB 160-19	District 8 Various Various	\$1,000,000	\$8,000	12/31/2021
PTB 180-23	IL Rte 3 Connector	\$1,785,649	\$508,000	7/31/2020
PTB 184-01	Various Bridge Inspection/Design	\$150,000	\$120,000	6/30/2021
PTB 157-10	US 20 Phase I	\$2,189,155	\$45,000	4/1/2019
PTB 159-31	Statewide Structural	\$2,000,000	\$450,000	12/31/2021
PTB 162-06	Revlac	\$1,464,310	\$5,000	11/30/2019
PTB 168-06	Smart Highway Ph I and II	\$3,893,050	\$450,000	12/1/2022

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 <u>American Surveying & Engineering, P.C.</u></p> <p>Direct Labor \$ 2,869,387.42</p> <p>Direct Costs \$ 80,612.58</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 2,950,000.00</p>	<p>7 <u>Primera Engineers, Ltd.</u></p> <p>Direct Labor \$ 1,134,319.20</p> <p>Direct Costs \$ 45,680.80</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 1,180,000.00</p>
<p>2 <u>EJM Engineering, Inc. DBA TranSmart/EJM Corporation</u></p> <p>Direct Labor \$ 722,769.26</p> <p>Direct Costs \$ 14,730.74</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 737,500.00</p>	<p>8 <u>Wang Engineering, Inc.</u></p> <p>Direct Labor \$ 73,655.40</p> <p>Direct Costs \$ 73,844.60</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 147,500.00</p>
<p>3 <u>FluidClarity Ltd.</u></p> <p>Direct Labor \$ 292,963.69</p> <p>Direct Costs \$ 2,036.31</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 295,000.00</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>4 <u>Lin Engineering, Ltd.</u></p> <p>Direct Labor \$ 558,835.20</p> <p>Direct Costs \$ 31,164.80</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 590,000.00</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>
<p>5 <u>Martinez GeoSpatial, Inc.</u></p> <p>Direct Labor \$ 146,478.64</p> <p>Direct Costs \$ 1,021.36</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 147,500.00</p>	<p>11 _____</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 <u>McKissack & McKissack Midwest Inc.</u></p> <p>Direct Labor \$ 1,000,388.48</p> <p>Direct Costs \$ 32,111.52</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 1,032,500.00</p>	<p>12 _____</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: \$ 7,080,000.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 7,080,000.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 24.00%

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

Project No. 1-18-4700

Consultant: Jacobs Engineering Group, Inc.

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>DLZ Illinois, Inc.</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 137,490.33</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 10,009.67</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 147,500.00</td> </tr> </table>	Direct Labor	\$ 137,490.33	Direct Costs	\$ 10,009.67	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 147,500.00	<p>6 <u>Wood Environment & Infrastructure Solutions, Inc.</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 158,263.28</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 41,736.72</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 200,000.00</td> </tr> </table>	Direct Labor	\$ 158,263.28	Direct Costs	\$ 41,736.72	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 200,000.00
Direct Labor	\$ 137,490.33																				
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Total this Subconsultant (ULC)	\$ 200,000.00																				
<p>2 <u>HBK Engineering, LLC</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 146,780.93</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 719.07</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 147,500.00</td> </tr> </table>	Direct Labor	\$ 146,780.93	Direct Costs	\$ 719.07	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 147,500.00	<p>7 _____</p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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Total this Subconsultant (ULC)	\$ -																				
<p>3 <u>Landrum & Brown, Incorporated</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 147,426.05</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 73.95</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 147,500.00</td> </tr> </table>	Direct Labor	\$ 147,426.05	Direct Costs	\$ 73.95	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 147,500.00	<p>8 _____</p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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Total this Subconsultant (ULC)	\$ -																				
<p>4 <u>Orion Engineers, LLC</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 579,040.00</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 10,960.00</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 590,000.00</td> </tr> </table>	Direct Labor	\$ 579,040.00	Direct Costs	\$ 10,960.00	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 590,000.00	<p>9 _____</p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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Total this Subconsultant (ULC)	\$ -																				
<p>5 <u>Stanley Consultants, Inc.</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 2,310,925.40</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 49,074.60</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ 2,360,000.00</td> </tr> </table>	Direct Labor	\$ 2,310,925.40	Direct Costs	\$ 49,074.60	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 2,360,000.00	<p>10 _____</p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;">\$ -</td> </tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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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: \$ 3,592,500.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 3,592,500.00

Contract Information Sheet

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

Consultant Name: American Surveying & Engineering, P.C.

Contract Number: I-18-4700

Proposal Date: 4/1/2019

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: 1-18-4700

Consultant: American Surveying & Engineering, P.C.

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		
Task A - DCM	320	320	320	320	320	320	320	320	320	320	320	320	320	3840
Task B - Corridor-wide	42	42	42	42	42	42	42	42	42	42	42	42	42	504
Task D - Task Orders	64	64	64	64	64	64	64	64	64	64	64	64	64	768
TOTALS	426	426	426	426	426	426	426	426	426	426	426	426	426	5112

Contract Number: 1-18-4700

Consultant: American Surveying & Engineering, P.C.

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		
Task A - DCM	320	320	320	320	320	320	320	320	320	320	320	320	320	3840
Task B - Corridor-wide	42	42	42	42	42	42	42	42	42	42	42	42	42	502
Task D - Task Orders	64	64	64	64	64	64	64	64	64	64	64	64	64	764
TOTALS	426	426	426	426	426	426	426	426	426	426	426	426	426	5106

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-18-4700

Consultant: American Surveying & Engineering, P.C.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: CRAIG L. DUY

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

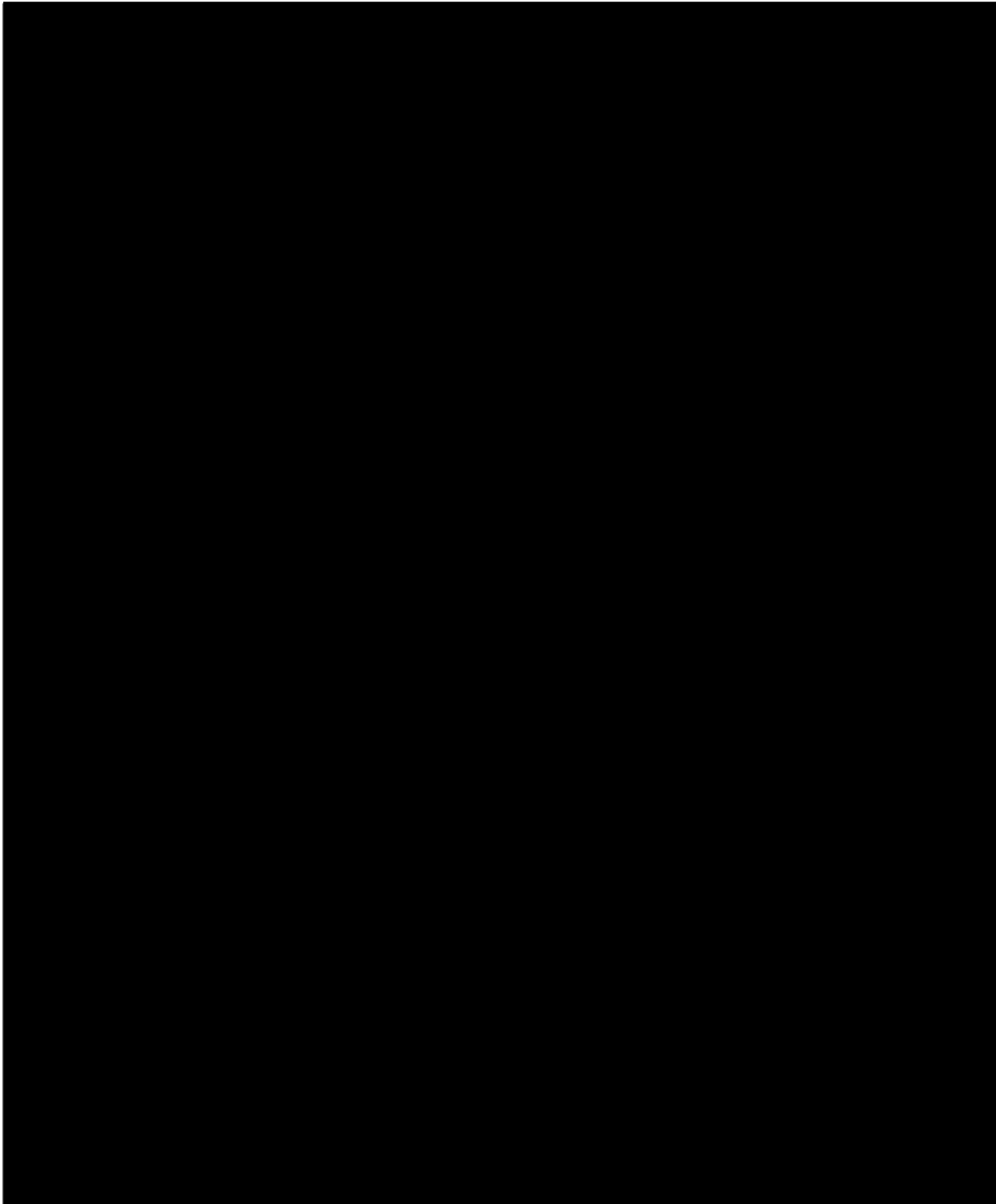
Name: _____

Classification: _____



AMERICAN
SURVEYING & ENGINEERING, P.C.

Craig L. Duy PLS
VP of Operations – Naperville





AMERICAN
SURVEYING & ENGINEERING, P.C.

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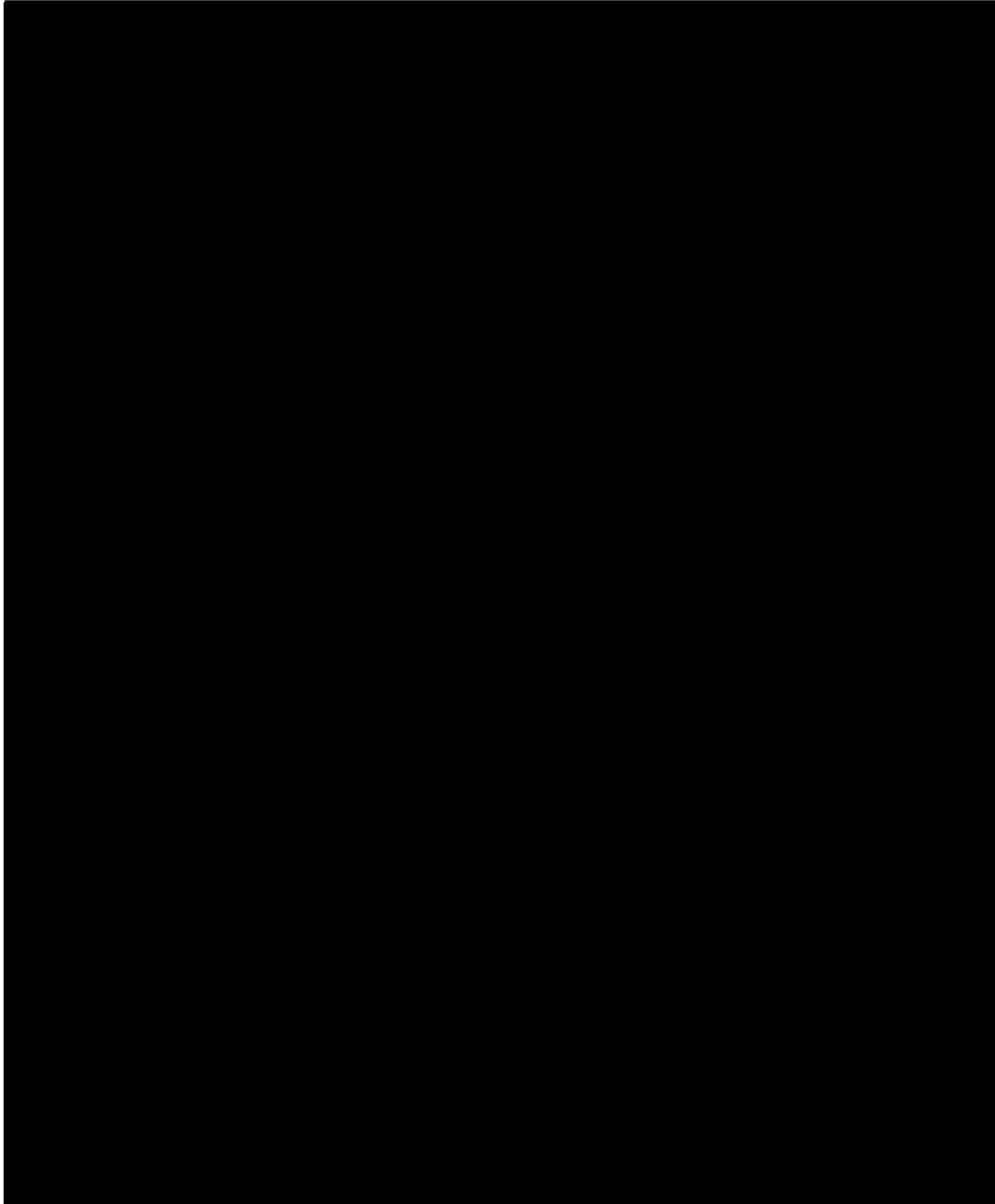


Exhibit F

Scope of Work

American Surveying & Engineering, P.C.

**Design Corridor Manager
Elgin O'Hare West Bypass Tollway**

**Contract No. I-18-4700
Prime Agreement**

Illinois State Toll Highway Authority

A. Design Corridor Management (DCM)

The DCM will provide Design Corridor Management services as required to advance design phase development and implementation of the EOWA program.

1. Program Controls and Funding Plan Support

- **Scheduling:** The DCM will review and manage the overall EOWA Master Program Schedule in coordination with individual DSEs and the Tollway. The schedule will identify and track progress of schedules related to program implementation status, including: DSE schedules, DUR/SUR schedules, construction letting schedules, and construction schedules. The DCM will coordinate the overall EOWA program schedule with involved DSEs. This will include review of DSE recommended schedules for compliance with overall program requirements and facilitating resolution of potential scheduling conflicts. The DCM will also incorporate construction schedule data from the Tollway EOWA CCM-OR team into the Master Program Schedule for construction related activities based on information provided by Tollway Project Managers, the Owner's Representative, Construction Corridor Manager and individual Construction Managers.
- **Budget Management:** The DCM will review and manage the overall EOWA Program Budget in coordination with the Tollway, CCM-OR, PMO, and other involved agencies. Effort will include: preparation of annual EOWA budget recommendations; development and updates to proposed project budgets (including PIR's/PCR's validation, routing and Catapult, E-Builder and other tools as deemed necessary); budget change management and documentation including support for preparation of associated Staff Summary Sheets for proposed scope/schedule/budget revisions; management and updates to the EOWA budget by fund source, including tracking and reporting of funding and in-kind services by others.
- **Cash Flow/Earned Value:** The DCM will coordinate MSR submittals for the EOWA program including entry into the Catapult system. The DCM will also prepare project cashflow reporting to Tollway, CCM-OR, PMO and other agencies as directed. The cashflows will be prepared annually or as needed to provide Tollway with detailed project forecast spending information to support annualized and total project funding needs
- **Risk Management:** The DCM will provide description of risks to the CCM-OR for inclusion in EOWA Risk Management tool, which the CCM-OR will maintain. The DCM will meet regularly with key Tollway and EOWA project staff to review and update risk status and action plans.
- **Performance Reporting:** The DCM will maintain and update the overall Program Performance Dashboard Report for the EOWA through the contract duration. For budgeting purposes, it is assumed that a monthly status report will be generated reporting performance related to program goals and objectives.
- **EOWA Implementation Plan Management:** Maintain and update the overall EOWA Implementation Plan and Master Contract Packaging Plan based on for individual sections (tollable segments) and construction contract packages of the EOWA program. Recommended updates will be coordinated with the Tollway, CCM-OR, PMO, and with involved DSEs/DURs. Effort for this task will generally consist of the following: review and coordination of the overall EOWA Implementation Plan to provide on-schedule completion of ongoing sections of the EOWA; analysis of scheduling/sequencing options for future project sections; review and coordination of scheduling/sequencing options for project sections being implemented by other agencies and adjacent improvements planned by the Illinois Tollway and other agencies; management and updates to the initial contract packaging concept (identified during prior EOWA concept design efforts) to reflect changed conditions during final design and DSE recommendations. The DCM will maintain an overall EOWA Implementation Plan exhibit illustrating the timeframe and sequence for EOWA program implementation, as well as an overall EOWA Construction Packaging exhibit illustrating individual construction contracts.

- **Estimating:** The DCM will review and manage the overall EOWA program cost estimates in coordination with individual DSEs, the CCM-OR, the PMO, and Tollway. Program estimating will consist of the following:
 - Manage the preliminary and final construction estimates through the contract duration. DSEs will provide construction estimates to the DCM at required intervals, and the DCM will incorporate estimates into the Master Program Budget. Likewise, the DCM will incorporate construction cost data into the Master Program Budget in coordination with the Construction Corridor Manager and individual Construction Managers. The CCM and CM's will be responsible for compiling and validating construction cost data and providing information to the DCM to incorporate into the overall Master Program Budget.
 - The DCM will perform reviews of DSE construction cost estimates. For budgeting purposes, it is assumed that the DCM will perform cost reviews for design-phase development of upcoming EOWA construction contract packages.
 - The DCM will be responsible for bid phase estimate coordination, bid analysis and preparation of the bid recommendation memos for EOWA contracts.
- **Program Implementation Service Needs:** Assist the Tollway with identifying and maintaining an inventory of future professional service needs required to advance the EOWA implementation plan.
- **FHWA Major Projects Documentation Updates:** The DCM will maintain and update the EOWA Project Management Plan and EOWA Financial Plan in conformance with FHWA requirements through the DCM contract duration as follows:
 - The DCM will prepare annual updates to the EOWA Financial Plan . The updates will be prepared in conformance with FHWA guidance and requirements, and will be coordinated with other involved agencies. The DCM will coordinate review required approvals with the Illinois Tollway (leadership and involved Departments), IDOT, and FHWA.
 - The DCM will perform annual reviews of the EOWA Project Management Plan coinciding with the annual updates to the Financial Plan. A summary of the annual review will be provided to Tollway management, and if updates are required, effort for development of an updated EOWA Project Management Plan would be proposed via a future DCM Task Order assignment (Task D).
- **EOWA Financial Plan Implementation Support:** The DCM will facilitate and support coordination with others related to other funding and in-kind services for the EOWA program. Effort will consist of: tracking and reporting of funding and in-kind contributions from other sources; review and coordination of implementation process requirements related to other funding sources; review of potential future sources and uses for other funding sources.
- **Potential Transition Plan Coordination:** The DCM will coordinate with Tollway and the CCM-OR to develop a transition plan and determine the appropriate timing for transfer of all Project Controls related scope tasks (listed above) from DCM to CCM-OR as the EOWA project nears completion of the design delivery phase for all sub-corridors, or as requested by Tollway.

2. Land Acquisition Support

- **EOWA Land Acquisition Program Management Support:** The DCM will support the Illinois Tollway with management of the overall EOWA land acquisition program as needed to track location, status, and purchase schedule for all required privately and publicly held right-of-way (ROW). The EOWA Land Acquisition Tracking Tool will be maintained and updated through the DCM contract duration to reflect design phase refinements and to track status of various ongoing land acquisition activities. Activities for this effort may include the following: overall work flow status review for ongoing ROW activities being performed by the Tollway and associated SUR's; facilitating resolution of land acquisition

status and review issues; supporting upload of final ROW documents to the iROW system.

- **iROW System Updates:** The DCM will utilize the Tollway's GIS based Right-Of-Way Tracking Tool for the purpose of initiating the acquisition of each parcel. This will include parcels to be secured by the Tollway and by IDOT per the IDOT/Tollway agreement. Effort includes data input and quality assurance review and technical support as needed so that database updates are maintained through the duration of the DCM contract.
- **ROW Requirements Design Coordination:** The DCM Land Acquisition Task Manager will serve as the single point-of-contact with Tollway DSEs/DURs/SURs to confirm ROW requirements for individual EOWA construction contract packages. This will include review of potential DSE revisions to ROW requirements or need dates, as well as coordination with DSEs related to potential ROW modifications identified by the Tollway Land Acquisition team. In conjunction with the DSEs/DURs, the DCM will verify and finalize all ROW requirements, and coordinate final requirements with SUR's. Upon final identification of the needed lands, the DCM shall obtain an ALTA Title Commitment for potential additional ROW parcels.
- **DCM Platting and ISTHA Review Coordination:** Pursuant to processing the ROW document reviews (Tollway ISO 3115 Procedure), the DCM will coordinate distribution of documents to the Tollway's designated Review Team. This includes: tracking and compiling review comments; facilitating resolution of review issues; and confirming that review comments are incorporated into final ROW documents through use of the Tollway's Web Based Project Management System.
- **Relocation and Demolition Tracking Support:** The DCM team will provide required support and coordinate with the Tollway team regarding relocations and demolition activities. It is anticipated that the relocation assistance services will be provided by others, with the DCM providing required information related to EOWA ROW needs. It is anticipated that the DCM will track and coordinate assignment of demolition activities with involved DSEs/DURs and agency staff (Tollway and IDOT).
- **EOWA Land Transfer Review and Intergovernmental Agreement Coordination Support:** The DCM team will facilitate review and approval of agency land transfers related to the EOWA program including land transfers associated with openings of tolling segments. This will include support for determination of ROW ownership boundaries, including associated coordination with the Tollway and adjoining jurisdictional agencies; coordination of plats and legal descriptions (performed by others); coordination of agency reviews; support for preparation of materials and information for associated Intergovernmental Agreements. Effort for preparation of IGA's is included separately in Task B.04.
- **EOWA Railroad and CDA Land Transfer and Coordination Support:** The DCM team will facilitate review and support of CDA and railroad lands required for construction of I-490 and the Western Access west of O'Hare Airport. This will include support for determination of ROW ownership boundaries, potential Tollway-owned land transfers to railroads, coordination of plats and legal descriptions (performed by others); and support for preparation of materials and information for associated railway and CDA negotiated agreements. Efforts for preparation of these agreements are included separately in Task B.04.
- **IDOT ROW Certification Coordination Support:** The DCM Land Acquisition Task Manager will lead coordination efforts to secure IDOT ROW certification for any federally-funded EOWA construction contract, specifically CMAQ grants, as requested by the Tollway. This includes coordination of ROW submittals, review and approval of all plats/legal descriptions, Plat of Highways, appraisals and negotiations.
- **Plat of Highways Statutory Requirement:** DCM will coordinate and prepare various Plat of Highways as required for Tollway review/approval and subsequent execution and recordation, as required by Illinois statute.
- It is assumed that DSEs/DURs/SURs shall be wholly responsible for obtaining all additional needed Plats of Survey and/or Plats of Acquisition for each identified parcel, as well as appraisal, negotiation and/or condemnation services. If requested by the Tollway, the DCM

could provide additional land acquisition services via a future DCM Task Order assignment (Task D).

- Following acquisition of all fee simple, permanent and temporary easements required for EOWA construction contracts, the DCM Land Acquisition Task Manager will lead coordination efforts with the Tollway's Land Acquisition Department to identify and secure necessary land transfer of excess parcels.

3. Agency Coordination

- Prepare for and participate in monthly coordination meetings pertaining to the EOWA with Tollway project Leadership including the Tollway, PMO, CCM/OR during the contract duration. Effort includes preparation of meeting agendas, handouts, and associated supporting materials.
- Prepare EOWA Briefing Reports for Tollway Executive Leadership, officials, and stakeholders.
- Prepare for and participate in meetings with Tollway Departments and key technical staff pertaining to the EOWA. This includes preparation of meeting agendas and materials, chairing coordination meetings, and soliciting required input to the design development process.
- Provide design coordination of the EOWA with O'Hare Airport interests, including facilitating coordination with FAA, Chicago Department of Aviation, and the O'Hare Modernization Program. Effort for preparation of associated agreements is included separately in Task B.4.
- Provide design coordination of the EOWA with involved rail operators and agencies including the Federal Railroad Administration (FRA), Illinois Commerce Commission (ICC), Metra, the CP Railroad and the UP railroad. This design coordination will be routed through the Tollway and CCM/OR. The DCM will not be in direct contact with railroads and associated agencies.
- Provide ongoing design coordination of the EOWA with involved agencies including IDOT, county, municipal, and transit agencies. This includes facilitating coordination with the IDOT Detour Committee, participating in agency standing meetings, facilitating coordination required for development and approval of interagency agreements (see Task B.04), and conducting one-on-one working meetings to address agency-specific issues.
- Coordinate interface of EOWA projects with construction programs of other agencies to identify and coordinate potential conflicts with EOWA schedule.
- Coordination with regulatory agencies pertaining to permitting is contained separately in Task B.03.

4. Contract Management, Quality Management and Administrative Support

- DCM team contract administration.
- DCM team internal quality management efforts related to services provided via Tasks A and B. Quality management for Task D (Task Order Services) will be covered separately via future individual Task Order proposals.
- The DCM will provide administrative support services to support EOWA design development efforts through the duration of the contract. Duties include: meeting support including scheduling, meeting agenda/materials preparation, meeting summary preparation; agency coordination support including field work coordination; DSE/DUR coordination support; filing, copying and mailing support; document management support; and other tasks related to the DCM services.

B. Corridor-Wide Design Guidance and Compliance Monitoring

The DCM will provide continuing Corridor-Wide Design Guidance and Compliance Monitoring support services for the EOWA as required to facilitate corridor-wide design consistency, to facilitate compliance with project commitments, and to secure permits and agreements from involved agencies and parties.

1. Corridor Manual and Design Guidelines Updates

- The DCM will maintain and update the EOWA Corridor Manual throughout the contract duration. Electronically-based, the EOWA Corridor Manual will provide EOWA Project-Specific Procedures, Design Guidelines and other relevant information to be used by EOWA DSEs/DURs. The Corridor Manual contents will help facilitate consistency of design and design treatments and consistency of plan development throughout the EOWA program. Additionally, information in the Corridor Manual will help facilitate fulfillment of environmental and other commitments by providing relevant information and procedures to EOWA designers.
- The DCM will facilitate identification of lessons learned through the contract duration and prepare Lessons Learned documentation. The focus will be to identify potential improvements and efficiencies and to share them with follow-on designers and contractors. The Lessons Learned will be considered a living document.

2. Corridor-Wide Concept Design Element Updates

- The DCM will maintain and update corridor-wide concept design for select elements of the EOWA program as required to provide design guidance to individual DSEs. This effort will be focused on select design disciplines and elements as described below.
- Signing and Sign Fabrication Inventory Management: The DCM will maintain and periodically update a corridor-wide signing concept plan. This plan will provide required guidance to DSEs/DURs related to interim and final signing plan requirements for the EOWA. The DCM will also maintain and update a corridor-wide sign panel inventory and associated sign fabrication requirements and will facilitate related coordination with the Tollway Sign Fabrication Shop.
- Construction Staging/MOT: The DCM will maintain and periodically update EOWA Construction Staging and Traffic Management concept exhibits. These exhibits are intended to facilitate management of traffic through the project during the construction phase, and facilitate coordination of construction staging between adjacent construction sections.
- Drainage: The DCM will maintain sub watershed drainage design awareness for key design criteria (including detention, water quality volume, compensatory storage, and major system elements) in order to support coordination of adjacent DSE contracts and to meet overall corridor design objectives. The DCM will provide corridor drainage concept design for select portions of the corridor as required to address key design issues prior to initiation of final design efforts. The DCM will issue and prepare corridor wide direction via updates of the Corridor Manual to DSEs for the purposes of communicating lessons learned or changes in corridor policy/direction.
- Earthwork Management: The DCM will maintain an EOWA Earthwork Management program throughout the contract duration. This EOWA Earthwork Management Program will be regularly updated based on earthwork estimates obtained from EOWA DSEs following milestone plan submittals
- Construction Materials Inventory: The DCM will review construction material requirements through the duration of the DCM contract. This effort will be coordinated with the Tollway for compatibility with program-wide estimating and material requirements.
- Aesthetics: As a continuation of integration of the overall EOWA aesthetic design concept into project design development process, the DCM will provide continued corridor-wide design guidance related to aesthetic design elements. The DCM will identify, document and develop aesthetic design concepts for the Western Access corridor. This will include preparation of related drawings and rendering, as well as coordination and review with the Tollway and other involved stakeholders. Updated aesthetic design guidelines will be developed and provided to DSEs/DURs, coordinated for approval as appropriate with involved agencies as part of the EOWA design review coordination process (see Task A.2) and Intergovernmental Agreement process (see Task B.4).

- Animations/Photo Simulations/Project Videos: Prepare artist renderings of elements such as new interchanges, economic development, environmental features, or animations/videos of the EOWA including voiceovers.
- ITS: The DCM will update the EOWA maps showing locations of the Tollway tolling infrastructure within the corridor. This will include locations of plazas, above and below ground infrastructure and other required elements.
- Lighting: The DCM will update the EOWA maps showing locations of lighting and the different pole height locations throughout the corridor.
- Maintenance: The DCM will update the EOWA maps to allow Tollway maintenance clear locations of Tollway facilities and infrastructure.
- Structure Inventory Map: The DCM will maintain the EOWA structure inventory. This will include obtaining structure numbers from IDOT and Tollway for required structures. Updates will be sent to the Tollway for their records and provided to DSEs/DURs.
- Railroad: The DCM will maintain corridor wide changes to railroad interface locations. This will include locations of crossings, track shifts, drainage and other required disciplines.
- Right-Of-Way: The DCM will maintain corridor wide plats and provided updates to DSEs/DURs.
- Airport Utilities: The DCM will maintain EOWA design of deep foundations and utilities proposed on airport property in coordination with the Office of Underground Coordination.

3. Permitting Support

- The DCM will maintain a comprehensive inventory of required permits for the EOWA including their required schedule, pre-requisites, and application content. The DCM will coordinate and review permitting requirements with assigned DSEs for individual construction contracts and will serve as the point of contact for coordination with involved permitting agencies.
- The DCM will support and facilitate processing of select regulatory permits. For budgeting purposes, it is assumed that responsibilities and procedures for securing required permits will be as follows.
- 404 Permit Modifications: The DCM will facilitate and support implementation of the overall EOWA 404 permit through the DCM contract duration. The primary mechanism will be the preparation of permit modification packages for each construction contract. The permit modification applications will contain the following information: a grading plan; soil/erosion control plan; drainage plan; Best Management Practices incorporated in the drainage plan; water quality volume calculations, wetland impacts; and preparation of the application narrative. Associated design plan details are to be provided by the responsible DSE/DUR.
- 404 Permit Compliance Tracking: The DCM will facilitate the preparation of various tracking logs, schedules and summaries to track the status of wetland impacts, waters impacts, and water quality volume goals versus the originally reported impacts in the overall 404 permit. This includes tracking this data by contract as well as by sub watershed for compliance monitoring. The DCM will also coordinate with the Tollway, their consultants, and USACE during the DCM contract duration with regard to the BMP Maintenance and Monitoring program. The DCM will provide background information, clarifications, and analysis of originally intended design versus observed conditions in the field.
- 401 Certification: The DCM will continue to evaluate each construction contract to confirm that appropriate conditions of the 401 certification are met. The DCM will provide the Tollway with required support for unforeseen issues associated with clarification of original 401 certification documents or additional background.

- **DuPage County Stormwater Coordination:** Per latest direction from DuPage County Stormwater, each contract need not be submitted for review. However, in select cases on projects where DuPage facilities are involved, the DCM will provide coordination with DuPage County to ensure that the intent of their stormwater ordinance is satisfied by the project. No permits will be required, but satisfying the intent of the ordinance is expected.
- **Cook County Stormwater Coordination (via MWRDGC):** On projects with Cook County jurisdiction, appropriate stormwater coordination with MWRDGC (ordinance authority) and Cook County will be initiated by the DCM to confirm that the intent of their stormwater ordinance is satisfied by the project. On Tollway led and administered projects, no permits will be required, but satisfying the intent of the ordinance is expected. On projects administered by Cook County or local agencies, permits may be required and the DCM will facilitate securing these permits with input from involved DSEs/DURs.
- **Wetland Mitigation Permitting:** The wetland mitigation will be outside the project area, therefore regulatory permitting is anticipated to include 404, 401, floodway construction permits. The DCM will assess permitting requirements and prepare/process required permit applications in coordination with the Tollway.
- **Erosion Control:** The DCM will coordinate with Tollway Environmental and involved EUR consultants regarding the review and approval of the soil erosion control plan for each construction project. Coordination will include discipline specific meetings (as needed) regarding erosion control throughout the design phase. It is assumed that the DCM will not provide support to resolve erosion control issues during construction. The results of the Erosion Control coordination activities will be utilized in ongoing 404 permit modification discussions to supplement information to the USACE regarding prevention of additional discharge of sediment to wetlands/waters.
- **Updating Expiring Permits:** During the period of the DCM contract, it is anticipated that the timeframes for some regulatory permits or their supporting information will expire and require renewal. The DCM will update expiring permits during the contract performance period.
- **Local Access Permits:** The DCM will be responsible for coordination with DSEs to secure required local access permits related to field activities required during the design phase of contracts proposed for construction during the DCM contract performance period.
- **7460 Reviews:** Airspace on and off airports is controlled by the Federal Aviation Administration (FAA). Each final design and construction package will require 7460 review to ensure air space compliance. The DCM will prepare and process the 7460 review packages which will include mapping, critical points with accompanying elevation and profile data, estimation of construction means and method and equipment usage, and the duration of construction. Involved DSEs/DURs will be responsible for providing appropriate design plans and specifications to support the 7460 submittal requirements. Reviews will likely require corrective actions that would be coordinated with designers and constructors..
- **Regulatory Coordination:** Regular coordination will be required with resource agencies including establishing permit expectations including content, details of content, required analyses, review cycles, response to comments, negotiation of permit terms and conditions, follow-on implementation of mitigation and enforcement. It is assumed that meetings will be required for initial consultation, follow-up meetings prior to submission of applications, review of application materials, post application follow up, permit negotiations, etc.
- **Floodway Construction Permit:** For budgeting purposes, it is assumed that the DCM will not be responsible for the preparation of floodway construction permits for the 6 proposed waterway crossings within the EOWA improvement limits. It is assumed that these permits would be secured by DSEs for the Tollway. The DCM will provide support to the DSEs with respect to materials needed related to corridor design including background data and information, information from adjacent design sections, and participation in meetings or coordination activities with IDNR-OWR.

- Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) Permitting: The DCM will coordinate, meet with MWRD, and prepare a detailed work plan for steps needed to secure appropriate MWRD permits related to the Touhy Avenue Reservoir (TAR) Cells 1 and 2.
- The DCM will provide oversight and check that DSEs prepare construction related National Pollutant Discharge Elimination System (NPDES) permits inclusive of Notice of Intents (NOI's) and stormwater pollution prevention plans (SWPPP's), It is assumed that compliance with NPDES permits is the responsibility of the CCM/OR.

4. Agreements Support

- The DCM will track and maintain a comprehensive inventory of required agreements for the overall EOWA including their schedule, purpose, associated costs, and steps to completion. The DCM will prepare, coordinate and review required interagency agreements with the Tollway and develop content based on coordination with assigned DSEs/DURs for individual construction contracts.
- The DCM will support the Tollway with the preparation of intergovernmental agreements for the EOWA, including railroads, utilities, municipalities, counties, special districts and regulatory agencies. For budgeting purposes, the following responsibilities are assumed for the preparation of interagency agreements.
- Construction Contract IGAs: The DCM will support the Tollway in the requirements, preparation and coordination of IGAs required for individual EOWA construction contracts. These multi-party agreements include IDOT, municipalities, townships, counties, and/or special districts. The DCM will coordinate IGA details including responsibilities for design, engineering, public utilities, land acquisition, costs (including requested enhancements), and maintenance and jurisdiction. The DCM will prepare related IGA exhibits.
- Land Conveyance IGAs: The DCM will support the Tollway in the requirements, preparation and coordination of IGAs required for land conveyance along the EOWA corridor. This includes land conveyance from agencies to the Tollway required for construction of the project and land conveyance to agencies from the Tollway as part of their ultimate maintenance and jurisdictional responsibilities (see Task A.3).
- Railroads: It is assumed that the Tollway and CCM-OR will be the primary point of contact for communications with Railroads. The DCM will support the Tollway and CCM-OR in the preparation of materials necessary to complete negotiations and agreements for improvements involving railroad facilities. Agreements are anticipated with the Canadian Pacific (CP) railroad, Union Pacific (UP) railroad, Metra, and the Chicago Terminal (CTM) railroad regarding construction phasing involving their facilities, use of land, transfer of land, working arrangement for engineering services, and installation of structures and bridges. The DCM will also prepare and support the Illinois Commerce Commission petition process for railroad involvement improvements.
- Regulatory Agencies: The DCM will support the Tollway with preparation of required agreements with regulatory agencies, anticipated to consist of agreements with the USACOE, IDNR, and IEPA.
- City of Chicago/O'Hare Airport: The DCM will support the Tollway with negotiations related to the City of Chicago as required and will support the Tollway with preparation of required agreements with the City of Chicago related to improvements adjacent to O'Hare Airport, which will incorporate requirements pertaining to coordination with the FAA. The DCM will coordinate required agreements with the FAA, including required engineering and construction phase services agreements, permits, etc. as determined to be required for Illinois Tollway work near O'Hare Airport. It is currently anticipated that the pending Land Use Release Request will be prepared by other parties. If requested by the Tollway, the DCM could provide required assistance with preparation of the request via a future DCM Task Order assignment (Task D).
- Agreements to be secured by Others: It is anticipated that agreements will be required with various other parties, such as private utilities. For budgeting purposes, it is assumed that

the DCM will not be responsible for the preparation of these agreements, and that they will be secured in a timely manner by the Tollway and/or Tollway PMO.

- Cost Tracking: The DCM will track, coordinate, and finalize cost responsibilities for design elements requested by local agencies (upgrades) as defined in the interagency agreements through coordination with the appropriate requesting agency and the involved Tollway DSE and CM. The IGA related costs will be tracked as part of the overall EOWA program budget (see Task A.1).
- Mapping: The DCM will maintain corridor-wide GIS exhibits depicting maintenance and jurisdiction responsibilities including roadways, structures, drainage, ITS, lighting, signals, etc. for the overall EOWA project area. The DCM will also maintain right-of-way exhibits in GIS that show the proposed Tollway right-of-way and required land conveyance based upon the jurisdiction and maintenance responsibilities.

D. Task Order Requests

The DCM will perform miscellaneous Task Order Services as requested by the Illinois Tollway to support development and implementation of the EOWA program in compliance with overall schedule and regulatory requirements.

EXHIBIT G

Contract No. I-18-4700

American Surveying & Engineering, 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
I-18-4415	SUE - SYSTEMWIDE	\$3,000,000.00	\$3,000,000.00	TBD
P-98-080-17	Various Locations ASE #117105	\$300,000.00	\$210,190.24	TBD
RR-16-9396	Aerial Mapping Upon Request ASE #217100	\$105,000.00	\$84,091.95	TBD
I-17-4681	Elgin O'Hare ASE #217099	TBD	TBD	TBD
I-17-4303	O'Hare Oasis Calmoral Avenue. ASE #217098	\$293,709.93	\$68,564.41	TBD
I-17-4295	I-55 Ramps to Ogden Ave. ASE #217097	\$750,000.00	\$363,290.80	TBD
I-17-4297	75th St. to I-55 Ramps ASE #217096	\$512,825.79	\$202,182.92	10/31/2026
I-17-4296	95th St. to LaGrange Rd. ASE #217095	\$263,463.50	\$100,842.43	TBD
RR-15-99-75RR	Tollway Systemwide GEC ASE #217066	\$739,425.39	\$500,632.94	12/31/2019
RR-16-4265	Central Tri-State Design ASE #217038	\$989,805.00	\$463,381.74	4/14/2027
I-16-4266	IL-53 EIS ASE #216065	\$750,000.00	\$607,000.62	6/30/2019
I-15-4659	Wight - Phase II and Phase III ASE #215192	\$65,000.00	\$25,577.93	3/31/2019
I-15-4657	AMEC TY LIN EOWA I-294 ASE #515188	\$849,154.00	\$802,869.07	12/31/2021
P-91-001-16	IDOT Survey Various/Various ASE #215163	\$499,987.74	\$137,453.96	12/7/2025
P-94-008-14	IDOT Survey Various/Various ASE #114053	\$300,000.00	\$160,929.08	10/31/2024
RR-14-4181	Fiber Optic Maintenance #214009.2	\$1,900,000.00	\$83,583.81	4/15/2019
RR-14-4181	Fiber Optic Maintenance ASE #214009	\$478,825.61	\$34,127.64	4/15/2019
I-13-4623	Elgin O'Hare Western Access, I-290 to IL 83 Advance Work Contracts ASE #214003	\$144,876.45	\$54,082.98	3/27/2022
D-91-317-13	Various Locations ASE #213070	\$300,000.00	\$87,382.85	9/30/2023
P-92-099-11	Various Survey Projects, Various Routes, Various Counties, Region Two/District Two ASE #111077	\$350,000.00	\$19,602.01	10/31/2021
I-11-4014	Elgin O'Hare Western Bypass Tollway, Design Corridor Management ASE #211098	\$8,162,850.20	\$333,161.34	TBD
P-93-011-10	Various Locations ASE #210007	\$300,000.00	\$111,389.47	5/1/2019

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

Table with 12 columns (numbered 1-12) and 5 rows (Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC)). Each row contains a line for the category and a dollar amount, mostly showing zeros.

** 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: DLZ Illinois, Inc.

Contract Number: I-18-4700

Proposal Date: 4/1/2019

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-18-4700

Consultant: DLZ Illinois, 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		
Task A - DCM	24	24	24	24	24	24	24	24	24	24	24	24	24	288
TOTALS	24	24	24	24	24	24	24	24	24	24	24	24	24	288

Contract Number: I-18-4700 Consultant: DLZ Illinois, 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		
Task A - DCM	24	24	24	24	24	24	24	24	24	24	24	24	24	288
TOTALS	24	24	24	24	24	24	24	24	24	24	24	24	24	288

Contract Number: I-18-4700

Consultant: DLZ Illinois, 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		
Task A - DCM	24	24	24	24	24	23	23	23	23	23	23	23	23	281
TOTALS	24	24	24	24	24	23	23	23	23	23	23	23	23	281

Contract Number: _____

I-18-4700

Consultant: _____

DLZ Illinois, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2023												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Task A - DCM	24	24												
TOTALS	24	24												48

Contract No.: I-18-4700 Consultant: DLZ Illinois, 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) \$ 10,009.67

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	
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Actual Cost
Shift Differential	Premium portion
Overnight Delivery/Postage Courier Service	Actual cost (based on firm's policy)
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	
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-18-4700

Consultant: DLZ Illinois, 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

Scope of Work

DLZ Illinois, Inc.

**Design Corridor Manager
Elgin O'Hare West Bypass Tollway**

**Contract No. I-18-4700
Prime Agreement**

Illinois State Toll Highway Authority

A. Design Corridor Management (DCM)

The DCM will provide Design Corridor Management services as required to advance design phase development and implementation of the EOWA program.

1. Program Controls and Funding Plan Support

- **Scheduling:** The DCM will review and manage the overall EOWA Master Program Schedule in coordination with individual DSEs and the Tollway. The schedule will identify and track progress of schedules related to program implementation status, including: DSE schedules, DUR/SUR schedules, construction letting schedules, and construction schedules. The DCM will coordinate the overall EOWA program schedule with involved DSEs. This will include review of DSE recommended schedules for compliance with overall program requirements and facilitating resolution of potential scheduling conflicts. The DCM will also incorporate construction schedule data from the Tollway EOWA CCM-OR team into the Master Program Schedule for construction related activities based on information provided by Tollway Project Managers, the Owner's Representative, Construction Corridor Manager and individual Construction Managers.
- **Budget Management:** The DCM will review and manage the overall EOWA Program Budget in coordination with the Tollway, CCM-OR, PMO, and other involved agencies. Effort will include: preparation of annual EOWA budget recommendations; development and updates to proposed project budgets (including PIR's/PCR's validation, routing and Catapult, E-Builder and other tools as deemed necessary); budget change management and documentation including support for preparation of associated Staff Summary Sheets for proposed scope/schedule/budget revisions; management and updates to the EOWA budget by fund source, including tracking and reporting of funding and in-kind services by others.
- **Cash Flow/Earned Value:** The DCM will coordinate MSR submittals for the EOWA program including entry into the Catapult system. The DCM will also prepare project cashflow reporting to Tollway, CCM-OR, PMO and other agencies as directed. The cashflows will be prepared annually or as needed to provide Tollway with detailed project forecast spending information to support annualized and total project funding needs
- **Risk Management:** The DCM will provide description of risks to the CCM-OR for inclusion in EOWA Risk Management tool, which the CCM-OR will maintain. The DCM will meet regularly with key Tollway and EOWA project staff to review and update risk status and action plans.
- **Performance Reporting:** The DCM will maintain and update the overall Program Performance Dashboard Report for the EOWA through the contract duration. For budgeting purposes, it is assumed that a monthly status report will be generated reporting performance related to program goals and objectives.
- **EOWA Implementation Plan Management:** Maintain and update the overall EOWA Implementation Plan and Master Contract Packaging Plan based on for individual sections (tollable segments) and construction contract packages of the EOWA program. Recommended updates will be coordinated with the Tollway, CCM-OR, PMO, and with involved DSEs/DURs. Effort for this task will generally consist of the following: review and coordination of the overall EOWA Implementation Plan to provide on-schedule completion of ongoing sections of the EOWA; analysis of scheduling/sequencing options for future project sections; review and coordination of scheduling/sequencing options for project sections being implemented by other agencies and adjacent improvements planned by the Illinois Tollway and other agencies; management and updates to the initial contract packaging concept (identified during prior EOWA concept design efforts) to reflect changed conditions during final design and DSE recommendations. The DCM will maintain an overall EOWA Implementation Plan exhibit illustrating the timeframe and sequence for EOWA program implementation, as well as an overall EOWA Construction Packaging exhibit illustrating individual construction contracts.

- **Estimating:** The DCM will review and manage the overall EOWA program cost estimates in coordination with individual DSEs, the CCM-OR, the PMO, and Tollway. Program estimating will consist of the following:
 - Manage the preliminary and final construction estimates through the contract duration. DSEs will provide construction estimates to the DCM at required intervals, and the DCM will incorporate estimates into the Master Program Budget. Likewise, the DCM will incorporate construction cost data into the Master Program Budget in coordination with the Construction Corridor Manager and individual Construction Managers. The CCM and CM's will be responsible for compiling and validating construction cost data and providing information to the DCM to incorporate into the overall Master Program Budget.
 - The DCM will perform reviews of DSE construction cost estimates. For budgeting purposes, it is assumed that the DCM will perform cost reviews for design-phase development of upcoming EOWA construction contract packages.
 - The DCM will be responsible for bid phase estimate coordination, bid analysis and preparation of the bid recommendation memos for EOWA contracts.
- **Program Implementation Service Needs:** Assist the Tollway with identifying and maintaining an inventory of future professional service needs required to advance the EOWA implementation plan.
- **FHWA Major Projects Documentation Updates:** The DCM will maintain and update the EOWA Project Management Plan and EOWA Financial Plan in conformance with FHWA requirements through the DCM contract duration as follows:
 - The DCM will prepare annual updates to the EOWA Financial Plan. The updates will be prepared in conformance with FHWA guidance and requirements, and will be coordinated with other involved agencies. The DCM will coordinate review required approvals with the Illinois Tollway (leadership and involved Departments), IDOT, and FHWA.
 - The DCM will perform annual reviews of the EOWA Project Management Plan coinciding with the annual updates to the Financial Plan. A summary of the annual review will be provided to Tollway management, and if updates are required, effort for development of an updated EOWA Project Management Plan would be proposed via a future DCM Task Order assignment (Task D).
- **EOWA Financial Plan Implementation Support:** The DCM will facilitate and support coordination with others related to other funding and in-kind services for the EOWA program. Effort will consist of: tracking and reporting of funding and in-kind contributions from other sources; review and coordination of implementation process requirements related to other funding sources; review of potential future sources and uses for other funding sources.
- **Potential Transition Plan Coordination:** The DCM will coordinate with Tollway and the CCM-OR to develop a transition plan and determine the appropriate timing for transfer of all Project Controls related scope tasks (listed above) from DCM to CCM-OR as the EOWA project nears completion of the design delivery phase for all sub-corridors, or as requested by Tollway.

2. Design Reviews

- **EOWA Design Review Management:** The DCM will coordinate and facilitate the overall EOWA design review process with the Illinois Tollway Design Review Team as well as all involved external reviewing agencies and parties. This effort includes distribution of DSE deliverables for internal (Tollway and DCM team) and external agency reviews; tracking and compiling review comments; facilitating resolution of review issues; checking DSE comment disposition for completeness and consistency with EOWA design guidelines; facilitating final plan check meetings. This includes maintenance of the EOWA design review comment log. Individual DSEs are solely responsible for appropriately addressing design review comments from internal (Tollway and DCM) and external reviewers, and for

ensuring that appropriate revisions are incorporated into final plans, specifications and estimates.

- **DSE/DUR Limited Design Reviews:** The DCM will perform limited reviews of DSE/DUR roadway plan submittals with a focus on the following: compliance with concept design and environmental commitments; compliance with corridor-wide design element requirements; design consistency between adjacent DSE sections and construction contracts. The DCM will coordinate DSE/DUR reviews with the CCM. Individual DSEs will be responsible for the accuracy and correctness of their respective submittals. Reviews will be performed for select disciplines only as noted below by professional staff with technical expertise in the following areas:
 - Maintenance of Traffic/Construction Staging
 - Roadway, Signing and Striping
 - Drainage & Erosion Control
 - Tolling and ITS
 - Utilities
 - Landscaping and Aesthetics
 - FAA Design Requirement Compliance
 - Railroad Design Requirement Compliance
 - Structures
 - Lighting
 - Pay Items and Specifications
 - Traffic Signals

The intent of these reviews will be to assess consistency with corridor design standards. They will not include detailed review of DSE plans, calculations, special provisions or other work products, and will not be meant to replace QA/QC procedures by the responsible DSEs. The DSEs/preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE to the DCM as a result of the DCM's limited review of DSE work products. **Land Acquisition DUR Limited Reviews:** For Land Acquisition DURs, the DCM will conduct limited reviews of DUR plat of acquisition submittals focused only on consistency with ROW acquisition requirements as defined by individual DSEs/DURs. It is assumed that the DCM will not be responsible for performing technical reviews of land acquisition submittals, nor of checking survey documents against Tollway checklists and legal descriptions against titles, as these reviews would be conducted by other consultants via separate contract to the Tollway.

- **Field Survey SUR Limited Reviews:** For Field Survey SUR deliverables, the DCM will conduct limited technical review of SUR consultant survey submittals. This consists of checking survey documents against Tollway checklists, as well as geographic limits, datums, details and controls.
- **EUR Limited Reviews:** DCM reviews will be limited to senior-level technical reviews of ESA's for select complex investigation areas only. These limited reviews would be related to the DCM's Senior Technical Advisor Support services (see below) and would be provided at the request of the Tollway. The EUR's/preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the EUR to the DCM as a result of the DCM's limited reviews. The DCM will not perform technical reviews of typical ESA submittals; it is assumed that EUR consultants and others will be responsible for these technical reviews.
- **SUE DUR Limited Reviews:** The DCM will not conduct detailed technical reviews of SUE information provided by DURs. It is assumed that appropriate reviews will be performed by the involved DSE.
- **Geotechnical and Structural Limited Reviews:** DCM reviews will be limited to senior-level technical reviews of geotechnical investigations and structural design for select complex areas only. These limited reviews would be related to the DCM's Senior Technical

Advisor Support services (see below) and would be provided at the request of the Tollway. The DSE/DUR preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE/DUR to the DCM as a result of the DCM's limited reviews.

- **DCM Technical Support During Construction:** The DCM will provide limited technical support during construction to address potential issues encountered for select disciplines. A focus of this effort will be to facilitate compliance with project commitments and regulatory requirements. It is anticipated that DCM technical support will be required for the following – landscaping, aesthetics, drainage & erosion control, AET/ITS, and signing. The CCM/CM team will be responsible for identifying issues requiring DCM technical support and coordinating as appropriate with Tollway PM's and involved DSEs.
- **Senior Technical Advisor Support:** The DCM will provide a team of Senior Technical Advisors to assist the Tollway with independent reviews of design development concepts being prepared by DSEs for select complex project elements. This team will consist of senior technical staff with expertise in complex structural and geotechnical design, railroad engineering, and environmental remediation. Senior Technical Advisors will be engaged at the request of the Tollway. The DSE preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE to the DCM as a result of the DCM's Senior Technical Advisor involvement.

3. Document Management

- The DCM will support management of project documents through the Tollway's Web Based Project Management System. The DCM will check for user compliance with the work instructions and procedures relating to its use through periodic audits.
- The DCM will maintain the EOWA project file management system, including SharePoint and ProjectWise. This management system is intended to facilitate sharing of information and collaboration amongst EOWA DSEs/DURs and other involved parties. This effort includes obtaining documents and reference materials from DSEs, the Tollway, involved agencies, and others, and uploading and maintaining this information on the EOWA SharePoint or ProjectWise sites. While information will vary by design section and construction contract, it may include one or more of the following; Design-Phase submittals, Review Comments, Comment Dispositions, Barrier Warrant Analyses, CADD files, Meeting Minutes, Bid Documents, and Construction Addenda. This effort also includes posting and maintaining other pertinent corridor-wide information including the EOWA Master Corridor Schedule, EOWA Google Earth layers, Agency Standards, Agency Manuals, Contract Tracking Log, reference materials, contact lists, data sharing/file transfer portals, external meetings calendar and field work schedule.
- The DCM will maintain an electronic EOWA project library, including project submittals and advertised plan sets.

4. Contract Management, Quality Management and Administrative Support

- DCM team contract administration.
- DCM team internal quality management efforts related to services provided via Tasks A and B. Quality management for Task D (Task Order Services) will be covered separately via future individual Task Order proposals.
- The DCM will provide administrative support services to support EOWA design development efforts through the duration of the contract. Duties include: meeting support including scheduling, meeting agenda/materials preparation, meeting summary preparation; agency coordination support including field work coordination; DSE/DUR coordination support; filing, copying and mailing support; document management support; and other tasks related to the DCM services.

EXHIBIT G

Contract No. RR-18-4434

DLZ Illinois, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
IL 53, D-91-402-11	Phase II Design for complete reconstruction St. Charles Road to North Avenue	\$768,768.00	\$5,600.00	Feb 2019
IL 21, D-91-133-12	Phase II Design for complete reconstruction of Intersection with Euclid Road	\$498,989.99	\$17,000.00	Mar. 2019
I-90/94 @ 63rd, PTB 154/12	Traffic Signal Design	\$115,606.00	\$2,995.03	Dec. 2019
Elgin O'Hare, I-11-4014	Program Management	\$3,946,401.40	\$212,000.00	Dec. 2021
Willow Road, PTB 141/02	Phase II	\$158,973.00	\$31,744.66	Dec. 2019
Rand Road, PTB 156/17	Phase II	\$52,966.00	\$8,804.02	Dec. 2019
Various, PTB 172/06	Various Traffic Signal Design	\$600,000.00	\$40,540.93	June 2019
PTB 185/27	Traffic Data Collection	\$2,500,000	\$1,695,594.00	Nov. 2019
Lake County – Wadsworth @ Lewis	Traffic Signal Design	\$26,292.54	\$4,301.78	June 2019
CDOT E-2-503	Construction Management for Bridge Painting	\$155,524.57	\$8,800.00	June 2019
CDOT E-2-503	Construction Management for Bridge Painting	\$128,118.82	\$42,949.93	June 2019
CDOT	Construction Management for Streets for Cycling Phase IV			
PSB 15-2, I-15-4660	Design Upon Request	\$210,000.00	\$210,000.00	Dec 2020
Dupage, 17-DCCSS-01-TL, Various Routes	Central System Expansion CM Services	\$409,505.00	\$409,505.00	Jan 2020
PTB 182/2	Phase I Services for Various Safety Assessment Projects	\$800,000.00	\$335,000.00	Dec 2019
PSB 17-2, RR-16-4280	Construction Management Upon Request	\$2,000,000	\$510,000.00	Dec 2019
Elgin O'Hare I-390, I-17-4682	Construction Management Upon Request	\$600,000.00	\$368,270.92	Nov 2020

Contract No.: I-18-4700

Consultant: DLZ Illinois, 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> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>7 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>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>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>3 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>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>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>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>
<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>11 _____</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>12 _____</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: EJM Engineering, Inc. DBA
TranSmart/EJM Corporation

Contract Number: I-18-4700

Proposal Date: 4/1/2019

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-18-4700

Consultant: EJM Engineering, Inc. DBA TranSmart/EJM Corporation

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		
Task A -- DCM								30	30	30	30	30	30	120
Task B -- Corridor -- Wide								80	80	80	80	32		272
Task D -- Task Orders														
TOTALS								110	110	110	62			392

Grand Total Exhibit A Hours: 5484

Contract Number: I-18-4700 Consultant: EJM Engineering, Inc. DBA TranSmart/EJM Corporation

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		
Task A - DCM	20	20	20	20	20	20	20	20	20	20	20	20	20	240
Task B - Corridor - Wide	40	40	40	40	40	40	40	40	40	20	20	20	20	420
Task D - Task Orders						200	200	200	200	200	100	100	100	1200
TOTALS	60	60	60	60	60	260	260	260	260	260	260	240	140	1860

Contract Number: 1-18-4700

Consultant: EJM Engineering, Inc. DBA TranSmart/EJM Corporation

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		
Task A – DCM	20	20	20	20	20	20	20	20	20	20	20	20	20	240
Task B – Corridor – Wide	32	32	28	20	20	20	20	20	20	20	20	20	20	272
Task D – Task Orders	125	125	125	125	125	125	125	125	150	150	150	150	150	1600
TOTALS	177	177	173	165	165	165	165	165	190	190	190	190	190	2112

Contract Number: I-18-4700 Consultant: EJM Engineering, Inc. DBA TranSmart/EJM Corporation

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					
Task A – DCM	20	20	20	20	20	20										120	
Task B – Corridor – Wide																	
Task D – Task Orders	200	200	200	200	100	100											1000
TOTALS	220	220	220	220	120	120											1120

Contract No.: I-18-4700 **Consultant:** EJM Engineering, Inc. DBA
TranSmart/EJM Corporation

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

None

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 14,730.74

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-18-4700

Consultant: Corporation

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: Mohammed Rashed, PE

Classification: Chief Electrical Engineer

Name: _____

Classification: _____

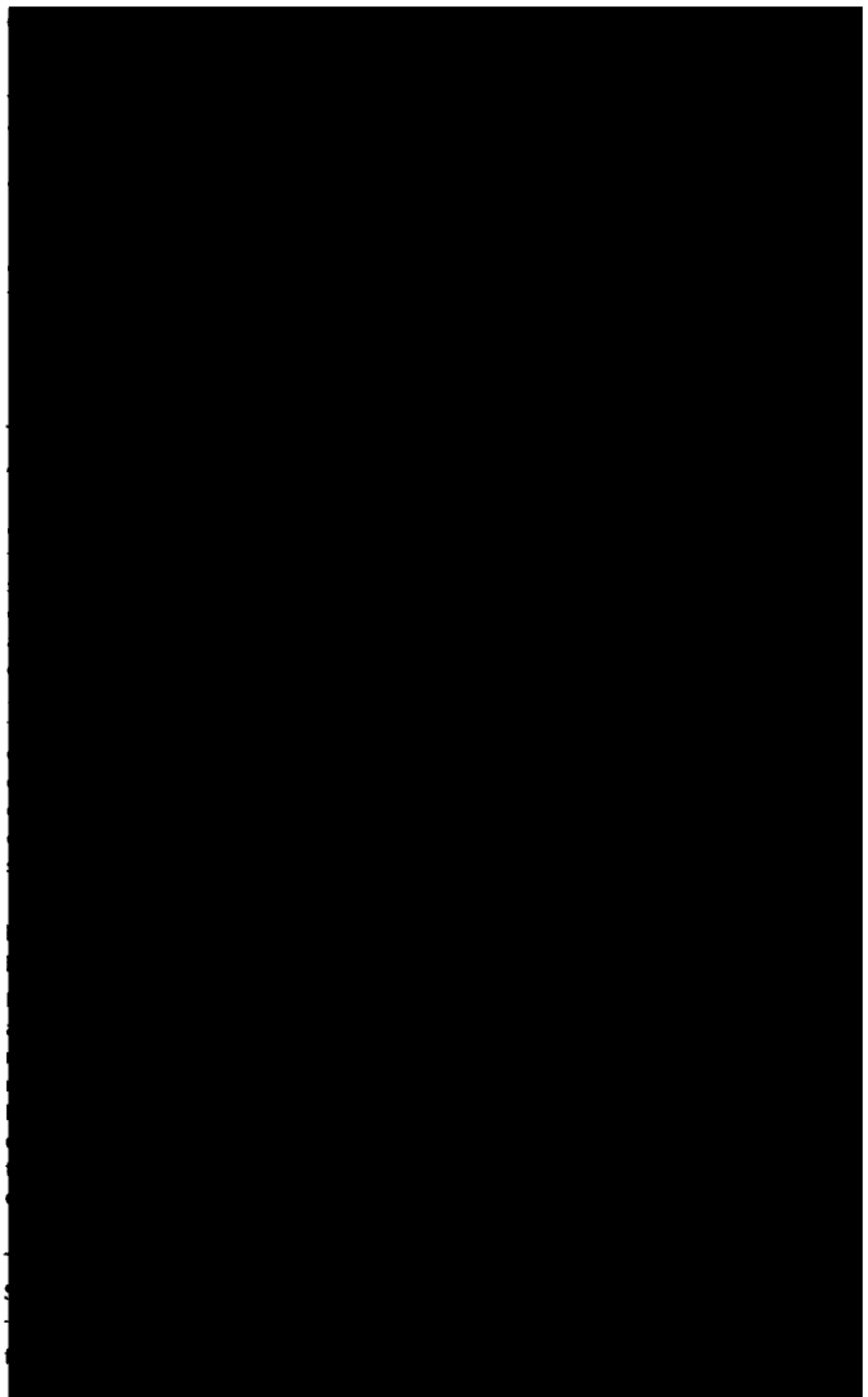
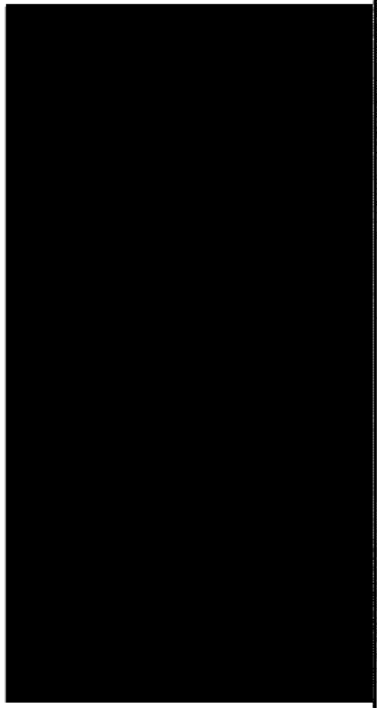
Name: _____

Classification: _____

Name: _____

Classification: _____

Mohammed Rashed,
PE, LEED Green
Associate
Chief Electrical Engineer



Mohammed Rashed,
PE, LEED Green
Associate
Chief Electrical Engineer
Page 2

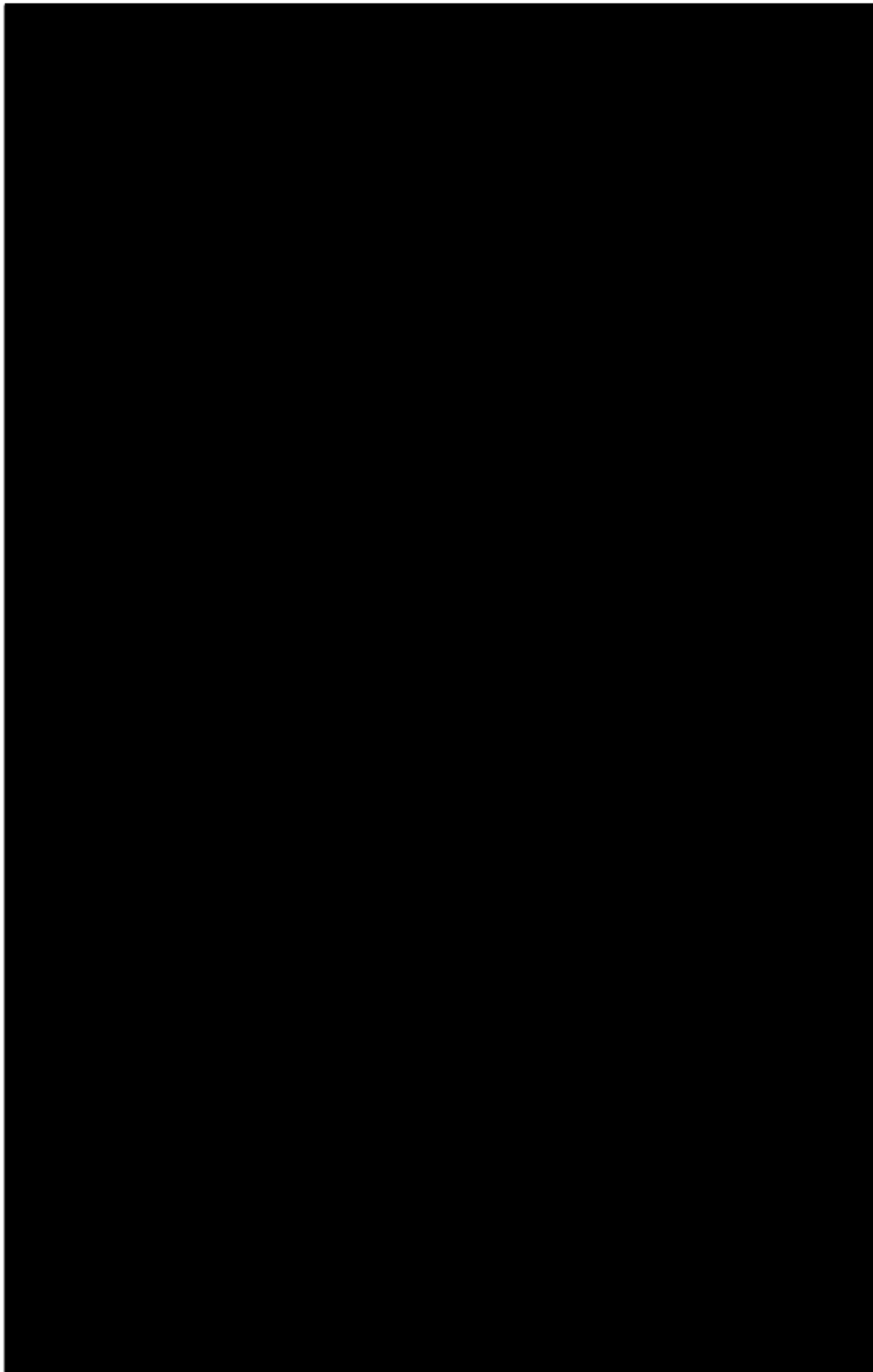


Exhibit F

Scope of Work

EJM Engineering, Inc.

**Design Corridor Manager
Elgin O'Hare West Bypass Tollway**

**Contract No. I-18-4700
Prime Agreement**

Illinois State Toll Highway Authority

A. Design Corridor Management (DCM)

The DCM will provide Design Corridor Management services as required to advance design phase development and implementation of the EOWA program.

1. Design Reviews

- EOWA Design Review Management: The DCM will coordinate and facilitate the overall EOWA design review process with the Illinois Tollway Design Review Team as well as all involved external reviewing agencies and parties. This effort includes distribution of DSE deliverables for internal (Tollway and DCM team) and external agency reviews; tracking and compiling review comments; facilitating resolution of review issues; checking DSE comment disposition for completeness and consistency with EOWA design guidelines; facilitating final plan check meetings. This includes maintenance of the EOWA design review comment log. Individual DSEs are solely responsible for appropriately addressing design review comments from internal (Tollway and DCM) and external reviewers, and for ensuring that appropriate revisions are incorporated into final plans, specifications and estimates.
- DSE/DUR Limited Design Reviews: The DCM will perform limited reviews of DSE/DUR roadway plan submittals with a focus on the following: compliance with concept design and environmental commitments; compliance with corridor-wide design element requirements; design consistency between adjacent DSE sections and construction contracts. The DCM will coordinate DSE/DUR reviews with the CCM. Individual DSEs will be responsible for the accuracy and correctness of their respective submittals. Reviews will be performed for select disciplines only as noted below by professional staff with technical expertise in the following areas:
 - Maintenance of Traffic/Construction Staging
 - Roadway, Signing and Striping
 - Drainage & Erosion Control
 - Tolling and ITS
 - Utilities
 - Landscaping and Aesthetics
 - FAA Design Requirement Compliance
 - Railroad Design Requirement Compliance
 - Structures
 - Lighting
 - Pay Items and Specifications
 - Traffic Signals

The intent of these reviews will be to assess consistency with corridor design standards. They will not include detailed review of DSE plans, calculations, special provisions or other work products, and will not be meant to replace QA/QC procedures by the responsible DSEs. The DSEs/preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE to the DCM as a result of the DCM's limited review of DSE work products. Land Acquisition DUR Limited Reviews: For Land Acquisition DURs, the DCM will conduct limited reviews of DUR plat of acquisition submittals focused only on consistency with ROW acquisition requirements as defined by individual DSEs/DURs. It is assumed that the DCM will not be responsible for performing technical reviews of land acquisition submittals, nor of checking survey documents against Tollway checklists and legal descriptions against titles, as these reviews would be conducted by other consultants via separate contract to the Tollway.

- Field Survey SUR Limited Reviews: For Field Survey SUR deliverables, the DCM will conduct limited technical review of SUR consultant survey submittals. This consists of checking survey documents against Tollway checklists, as well as geographic limits, datums, details and controls.

- **EUR Limited Reviews:** DCM reviews will be limited to senior-level technical reviews of ESA's for select complex investigation areas only. These limited reviews would be related to the DCM's Senior Technical Advisor Support services (see below) and would be provided at the request of the Tollway. The EUR's/preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the EUR to the DCM as a result of the DCM's limited reviews. The DCM will not perform technical reviews of typical ESA submittals; it is assumed that EUR consultants and others will be responsible for these technical reviews.
- **SUE DUR Limited Reviews:** The DCM will not conduct detailed technical reviews of SUE information provided by DURs. It is assumed that appropriate reviews will be performed by the involved DSE.
- **Geotechnical and Structural Limited Reviews:** DCM reviews will be limited to senior-level technical reviews of geotechnical investigations and structural design for select complex areas only. These limited reviews would be related to the DCM's Senior Technical Advisor Support services (see below) and would be provided at the request of the Tollway. The DSE/DUR preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE/DUR to the DCM as a result of the DCM's limited reviews.
- **DCM Technical Support During Construction:** The DCM will provide limited technical support during construction to address potential issues encountered for select disciplines. A focus of this effort will be to facilitate compliance with project commitments and regulatory requirements. It is anticipated that DCM technical support will be required for the following – landscaping, aesthetics, drainage & erosion control, AET/ITS, and signing. The CCM/CM team will be responsible for identifying issues requiring DCM technical support and coordinating as appropriate with Tollway PM's and involved DSEs.
- **Senior Technical Advisor Support:** The DCM will provide a team of Senior Technical Advisors to assist the Tollway with independent reviews of design development concepts being prepared by DSEs for select complex project elements. This team will consist of senior technical staff with expertise in complex structural and geotechnical design, railroad engineering, and environmental remediation. Senior Technical Advisors will be engaged at the request of the Tollway. The DSE preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE to the DCM as a result of the DCM's Senior Technical Advisor involvement.

2. Traffic Modeling and Analysis

- Maintain and update the EOWA travel demand sub-area model through the contract duration. The model will be updated to reflect network changes based on construction phasing activities on the EOWA and adjoining projects.
- Develop traffic assignments for existing conditions, construction staging conditions, and proposed conditions as required to support ongoing EOWA design development efforts by the Illinois Tollway's Design Section Engineers (DSEs).
- Perform select traffic operational analyses (HCS, SYNCHRO) only as required to support consideration of corridor-wide construction phasing and scheduling options as part of the EOWA Implementation Plan Management (see Task A.01). For budgeting purposes, it is assumed that DSEs will be responsible for preparation of traffic operational analyses required for design development within their respective sections.
- Provide technical support and facilitate coordination of proposed detours with IDOT and other involved jurisdictional agencies.
- The DCM will not be responsible for generating any toll revenue data or analyses. Any required toll revenue information would be provided independently by the Tollway Traffic Consultant.

3. Utility Coordination

- The DCM will serve as the central point of contact for EOWA design phase utility coordination and will interface between the DSEs and the Tollway Utility Department. DCM will also facilitate direct coordination between DSEs and utilities.
- Utility Orientation: Prepare materials and presentations to affected utilities apprising them of the EOWA project and needed modification to utilities to support future corridor improvements.
- Utility Database Development and Maintenance: Manage and update the master utility database through the contract duration.
- Utility Master Plan: Manage and update the master utility plan which will serve as a guiding document for DSEs/DURs. The plan will incorporate planned utility improvements identified by providers, identify conflicts related to the EOWA improvements, and define required maintenance of service during construction. The plan will serve as the starting point for DSEs to further examine the engineering requirement of each of the affected utilities.
- Advance Relocation Requirements: Identify and facilitate resolution of advanced utility requirements or long lead items in coordination with involved DSEs/DURs, the Tollway, and involved utility owners.
- Uniform Standards and Specifications and Force Account Relocation Coordination: A variety of specification and standards will be encountered across a number of utilities. For municipal utilities, the DCM will review standards and specifications and attempt to resolve conflicting standards and establish guidance for final designers. For other utilities (to be relocated via force account), the DCM work with affected DSEs/DURs to coordinate the utility relocation requirements and schedule with each respective provider with the objective of facilitating utility relocations per schedule requirements.
- DSE Coordination: Specific utility-oriented meetings will be held with DSEs/DURs for the duration of the contract to exchange information that affects the development of utility design requirements and phasing requirements. These meetings are in addition to other DSE coordination itemized in other tasks. These meeting provide a focused dialogue on the subject of utilities and will be used to convey utility provider data and information, address maintenance of service issues, identify temporary facility needs, and reconcile standards and specification requirements.
- Field Oversight: The DCM will not provide field oversight services during construction; it is anticipated that others will provide these services via separate contract to the Tollway. However, as projects transition from design phase to construction phase, the DCM will coordinate with the CCM to help transition responsibility for facilitating and monitoring utility relocations and utility service connections. This transition will include providing the CCM a summary of utility coordination to date, primary points of contact at respective utilities, executed work orders and relocation plans, and new service locations and load requirements. Once utility work is under construction, DCM will no longer be primary point of contact for utility coordination.
- Utility Service Connections: The DCM will maintain a log of utility service connections for new electrical and gas services. Key utility service connection information will be tracked including service connection locations, points of contact, and service need dates. This information will be conveyed to the CCM as contract NTP approaches so utility coordination may continue through construction.
- Coordination with Utilities: The DCM will lead and facilitate ongoing direct coordination with utility owners through the duration of the DCM contract. For budgeting purposes, it is assumed that up to 30 meetings will be required annually. Coordination with the utilities presumes service agreements would be established to reimburse utilities for appropriate services and costs via agreement. The DCM will provide required assistance to the Tollway to support development of utility agreements and execution of utility work orders. Costs for these utility agreements/relocations are assumed to be covered via separate Tollway contracts or agreements.

4. DSE/DUR/SUR/EUR Project Management

- The DCM will provide project management services and serve as single point of contact for DSE contracts per requirements outlined in Tollway design management procedures .
- DSE/DUR Project Management Support:
 - Provide support during the DSE/DUR contracting phase. Services may include assistance with development of the scope of services and schedule. It is assumed that Tollway staff will lead the overall contract negotiation effort. For DUR contracts, support services will include maintaining an overall inventory of EOWA program task order assignments.
 - Provide guidance to DSEs/DURs during initiation and development of design services to facilitate consistency with corridor-wide design requirements, including identification of special conditions and details based on issues identified through the concept design development process. This includes maintenance of a corridor decision log.
 - Serve as primary point-of-contact and liaison for coordination of design-phase issues with external agencies and stakeholders as required to support the Tollway PM.
 - Provide design review and coordination support to the Tollway PM including providing limited, focused reviews of key deliverables at milestones to check that contract and key design requirements are met. Particular attention will be focused on checking deliverables and comment dispositions for compliance with external agency comments, and for providing input to DSEs for common and reoccurring Tollway review comments. This is in addition to the Design Review effort described in Task A.2.
 - Monitor DSE/DUR progress for EOWA program budget and schedule compliance.
 - Provide support pertaining to contract bid preparation, including preparation of contract liquidated damage calculations, and preparation of corridor special provisions.
 - Support the Tollway PM in coordinating with the Tollway's Contract Services Department during the EOWA contract advertisement and bid phase. This consists of: transmitting DSE submittals (DSEs are responsible for submitting bid documents to the DCM in conformance with schedule requirements); preparing the Advertisement for Sealed Bids (A-1) page; Advertisement Authorization Document and associated memos. Also included is coordination with Tollway Contract Services Department with respect to submittal and processing of Contract Addenda, including review of DSE addenda submittals. The DCM will coordinate with DSEs during the bid phase including coordination of responses to bid inquiries. The DCM will attend and, as required, chair pre-bid meetings.
- SUR Project Management Support:
 - Maintain a comprehensive database of field surveys for the EOWA project. This database will serve as a compilation of data and documentation pertaining to EOWA field survey data, included data compiled through the concept design development and subsequent final design efforts.
 - Coordinate field survey requirements and information with individual DSEs through the design development process. This includes providing available survey data to DSEs.
- Geotechnical DUR Project Management Support:
 - Maintain a comprehensive database of geotechnical data, investigations, and reports for the EOWA project. This database will serve as a compilation of geotechnical data and documentation, included data compiled to date through the concept design development, as well as remaining geotechnical investigations/reports to be compiled through final design.
 - Coordinate geotechnical engineering requirements and information with individual DSEs through the design development process. This includes providing available

geotechnical data and reports to DSEs, as well as necessary coordination with geotechnical DUR consultants.

- SUE DUR Project Management Support:
 - The DCM will assist the Tollway's SUE DUR Project Manager by reviewing EOWA SUE requests for reasonableness and redundancy prior to such request being sent to the Tollways SUE DUR contractor.
- EUR Project Management Support:
 - The DCM will assist the Tollway's EUR Project Manager with development of the scope of services and schedule for environmental site assessment (ESA) services.
 - Provide guidance to EURs during initiation and delivery of services to facilitate consistency with corridor-wide requirements and to transfer relevant information developed through prior project development efforts.
 - Facilitate coordination between the EUR and other involved members of the EOWA team, including DSEs/DURs and the EOWA Land Acquisition team.
- Administrative support for DSE/DUR/SUR/EUR Project Management is covered separately in Task A.11. Limited technical reviews of DSE/DUR/SUR/EUR submittals are covered separately in Task A.02.

5. Construction Engineering Coordination

- In consultation with the CCM-OR, coordinate construction issues as they relate to design work being performed by DSEs on the corridor through design development and construction through the duration of the DCM contract. The DCM will monitor constructability issues within the corridor to assist in the identification, awareness, and resolution of similar type items during the development of plans by individual DSEs.
- Perform independent design constructability reviews of DSE plan submittals in compliance with Tollway Constructability Review Guidelines. The DCM will perform constructability reviews at the direction of the Tollway PM.
- The DCM will provide limited support to address select design issues and questions encountered during construction. It is anticipated that DCM support will be limited to the following: AET/ITS, drainage, regulatory issues, landscaping and aesthetics, signing, and project commitments. It is assumed that any design related issues encountered during construction will be identified and addressed by the CCM/CM team and involved DSEs via the Tollway RFI process, with the DCM providing limited support as described above. Effort for review and resolution of these issues is provided separately via Task A.02.

6. Contract Management, Quality Management and Administrative Support

- DCM team contract administration.
- DCM team internal quality management efforts related to services provided via Tasks A and B. Quality management for Task D (Task Order Services) will be covered separately via future individual Task Order proposals.
- The DCM will provide administrative support services to support EOWA design development efforts through the duration of the contract. Duties include: meeting support including scheduling, meeting agenda/materials preparation, meeting summary preparation; agency coordination support including field work coordination; DSE/DUR coordination support; filing, copying and mailing support; document management support; and other tasks related to the DCM services.

B. Corridor-Wide Design Guidance and Compliance Monitoring

The DCM will provide continuing Corridor-Wide Design Guidance and Compliance Monitoring support services for the EOWA as required to facilitate corridor-wide design consistency, to facilitate compliance with project commitments, and to secure permits and agreements from involved agencies and parties.

1. Corridor Manual and Design Guidelines Updates

- The DCM will maintain and update the EOWA Corridor Manual throughout the contract duration. Electronically-based, the EOWA Corridor Manual will provide EOWA Project-Specific Procedures, Design Guidelines and other relevant information to be used by EOWA DSEs/DURs. The Corridor Manual contents will help facilitate consistency of design and design treatments and consistency of plan development throughout the EOWA program. Additionally, information in the Corridor Manual will help facilitate fulfillment of environmental and other commitments by providing relevant information and procedures to EOWA designers.
- The DCM will facilitate identification of lessons learned through the contract duration and prepare Lessons Learned documentation. The focus will be to identify potential improvements and efficiencies and to share them with follow-on designers and contractors. The Lessons Learned will be considered a living document.

2. Corridor-Wide Concept Design Element Updates

- The DCM will maintain and update corridor-wide concept design for select elements of the EOWA program as required to provide design guidance to individual DSEs. This effort will be focused on select design disciplines and elements as described below.
- Signing and Sign Fabrication Inventory Management: The DCM will maintain and periodically update a corridor-wide signing concept plan. This plan will provide required guidance to DSEs/DURs related to interim and final signing plan requirements for the EOWA. The DCM will also maintain and update a corridor-wide sign panel inventory and associated sign fabrication requirements and will facilitate related coordination with the Tollway Sign Fabrication Shop.
- Construction Staging/MOT: The DCM will maintain and periodically update EOWA Construction Staging and Traffic Management concept exhibits. These exhibits are intended to facilitate management of traffic through the project during the construction phase, and facilitate coordination of construction staging between adjacent construction sections.
- Drainage: The DCM will maintain sub watershed drainage design awareness for key design criteria (including detention, water quality volume, compensatory storage, and major system elements) in order to support coordination of adjacent DSE contracts and to meet overall corridor design objectives. The DCM will provide corridor drainage concept design for select portions of the corridor as required to address key design issues prior to initiation of final design efforts. The DCM will issue and prepare corridor wide direction via updates of the Corridor Manual to DSEs for the purposes of communicating lessons learned or changes in corridor policy/direction.
- Earthwork Management: The DCM will maintain an EOWA Earthwork Management program throughout the contract duration. This EOWA Earthwork Management Program will be regularly updated based on earthwork estimates obtained from EOWA DSEs following milestone plan submittals
- Construction Materials Inventory: The DCM will review construction material requirements through the duration of the DCM contract. This effort will be coordinated with the Tollway for compatibility with program-wide estimating and material requirements.
- Aesthetics: As a continuation of integration of the overall EOWA aesthetic design concept into project design development process, the DCM will provide continued corridor-wide design guidance related to aesthetic design elements. The DCM will identify, document and develop aesthetic design concepts for the Western Access corridor. This will include preparation of related drawings and rendering, as well as coordination and review with the Tollway and other involved stakeholders. Updated aesthetic design guidelines will be developed and provided to DSEs/DURs, coordinated for approval as appropriate with involved agencies as part of the EOWA design review coordination process (see Task A.2) and Intergovernmental Agreement process (see Task B.4).

- Animations/Photo Simulations/Project Videos: Prepare artist renderings of elements such as new interchanges, economic development, environmental features, or animations/videos of the EOWA including voiceovers.
- ITS: The DCM will update the EOWA maps showing locations of the Tollway tolling infrastructure within the corridor. This will include locations of plazas, above and below ground infrastructure and other required elements.
- Lighting: The DCM will update the EOWA maps showing locations of lighting and the different pole height locations throughout the corridor.
- Maintenance: The DCM will update the EOWA maps to allow Tollway maintenance clear locations of Tollway facilities and infrastructure.
- Structure Inventory Map: The DCM will maintain the EOWA structure inventory. This will include obtaining structure numbers from IDOT and Tollway for required structures. Updates will be sent to the Tollway for their records and provided to DSEs/DURs.
- Railroad: The DCM will maintain corridor wide changes to railroad interface locations. This will include locations of crossings, track shifts, drainage and other required disciplines.
- Right-Of-Way: The DCM will maintain corridor wide plats and provided updates to DSEs/DURs.
- Airport Utilities: The DCM will maintain EOWA design of deep foundations and utilities proposed on airport property in coordination with the Office of Underground Coordination.

D. Task Order Requests

The DCM will perform miscellaneous Task Order Services as requested by the Illinois Tollway to support development and implementation of the EOWA program in compliance with overall schedule and regulatory requirements.

EXHIBIT G**Contract No. I-18-4700****EJM Engineering, Inc. DBA TranSmart/EJM Corporation****CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-13-4151	Design Upon Request	\$6,500,000-Contract \$3,100,000-EJM	\$368,308.00	12/31/2019
I-11-4014	Elgin-O'Hare West Bypass	\$2,246,776.00	\$784,468.00	12/31/2019
I-15-4657	Elgin O'Hare Western Access – I-294 to I-90	\$216,069.00	\$186,019.00	On Hold
RR-14-4223	Tri-State Tollway Roadway Study, 95th Street (M.P. 17.5) to Cermak Road (M.P. 29.5)	\$200,691.00	\$3,165.00	12/31/2018
RR-16-4254	Reagan Memorial Tollway M.P. 91.4 (Annie Glidden Road) to M.P. 113.3 (IL 56)	\$7,098,410-Contract \$4,666,320-EJM	\$358,271.00	7/1/2019
RR-16-4256	Veterans Memorial Tollway M.P. 22.3 to M.P. 29.8	\$380,523.00	\$162,220.00	12/31/2018
RR-16-4253	I-88 Rehabilitation M.P. 76.1 – M.P. 91.4	\$547,639.00	\$157,271.00	12/3/2018
RR-15-9976R	Traffic Engineer Services	\$340,000.00	\$191,860.00	12/1/2019
RR-16-4265	I-294 Design Corridor Manager	\$1,141,290.00	\$1,119,809.00	12/31/2022
RR-16-4282	Tri-State Tollway Pavement and Structural Preservation and Rehabilitation	\$328,763.00	\$328,763.00	12/31/2019
I-18-4700	Elgin O'Hare Western Access DCM Pt. 2	\$737,500.00	\$737,500.00	7/30/2022

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

Table 1: Subconsultant 1. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 7: Subconsultant 7. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 2: Subconsultant 2. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 8: Subconsultant 8. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 3: Subconsultant 3. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 9: Subconsultant 9. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 4: Subconsultant 4. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 10: Subconsultant 10. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 5: Subconsultant 5. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 11: Subconsultant 11. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 6: Subconsultant 6. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 12: Subconsultant 12. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

** 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)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: FLUIDCLARITY LTD

Contract Number: I-18-4700

Proposal Date: 4/1/2019

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-18-4700

Consultant: FLUIDCLARITY LTD

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total Exhibit A Hours	2283
Task A-DCM							52	52	52	52	52	52	52	312
TOTALS							52	52	52	52	52	52	52	312

Contract Number: I-18-4700

Consultant: FLUIDCLARITY 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		
Task A-DCM	52	52	52	52	52	52	52	52	52	52	52	52	52	624
TOTALS	52	52	52	52	52	52	52	52	52	52	52	52	52	624

Rev. 9/2018

PSB 18-1 and Later ONLY

Contract Number: I-18-4700 Consultant: FLUIDCLARITY LTD

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Task A-DCM	52	52	52	52	52	52	52	52	52	52	52	52	52	624
TOTALS	52	52	52	52	52	52	52	52	52	52	52	52	52	624

Contract Number: 1-18-4700

Consultant: FLUIDCLARITY LTD

FLUIDCLARITY 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		
Task A-DCM	52	52	52	52	52	52	52	52	52	52	52	52	52	624
TOTALS	52	52	52	52	52	52	52	52	52	52	52	52	52	624

Contract Number: I-18-4700 Consultant: FLUIDCLARITY 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				
Task A-DCM	52	47														99
TOTALS	52	47														99

Contract No.: I-18-4700

Consultant: FLUIDCLARITY LTD

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>2,283.00</u> (Total Work Hours from Exhibit A)	<u>\$ 45.83</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>104,629.89</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>292,963.69</u>
---	-----------------------------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$	<u>2,036.31</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>
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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>295,000.00</u>

Contract No.: I-18-4700 Consultant: FLUIDCLARITY LTD

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

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

- C. **OVERTIME PREMIUM**

- D. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 2,036.31

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-18-4700

Consultant: FLUIDCLARITY LTD

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: Marion E. Kessy

Senior Engineer: _____

Others: **Name:** _____

Classification: _____

Name: _____

Classification: _____

Name: _____

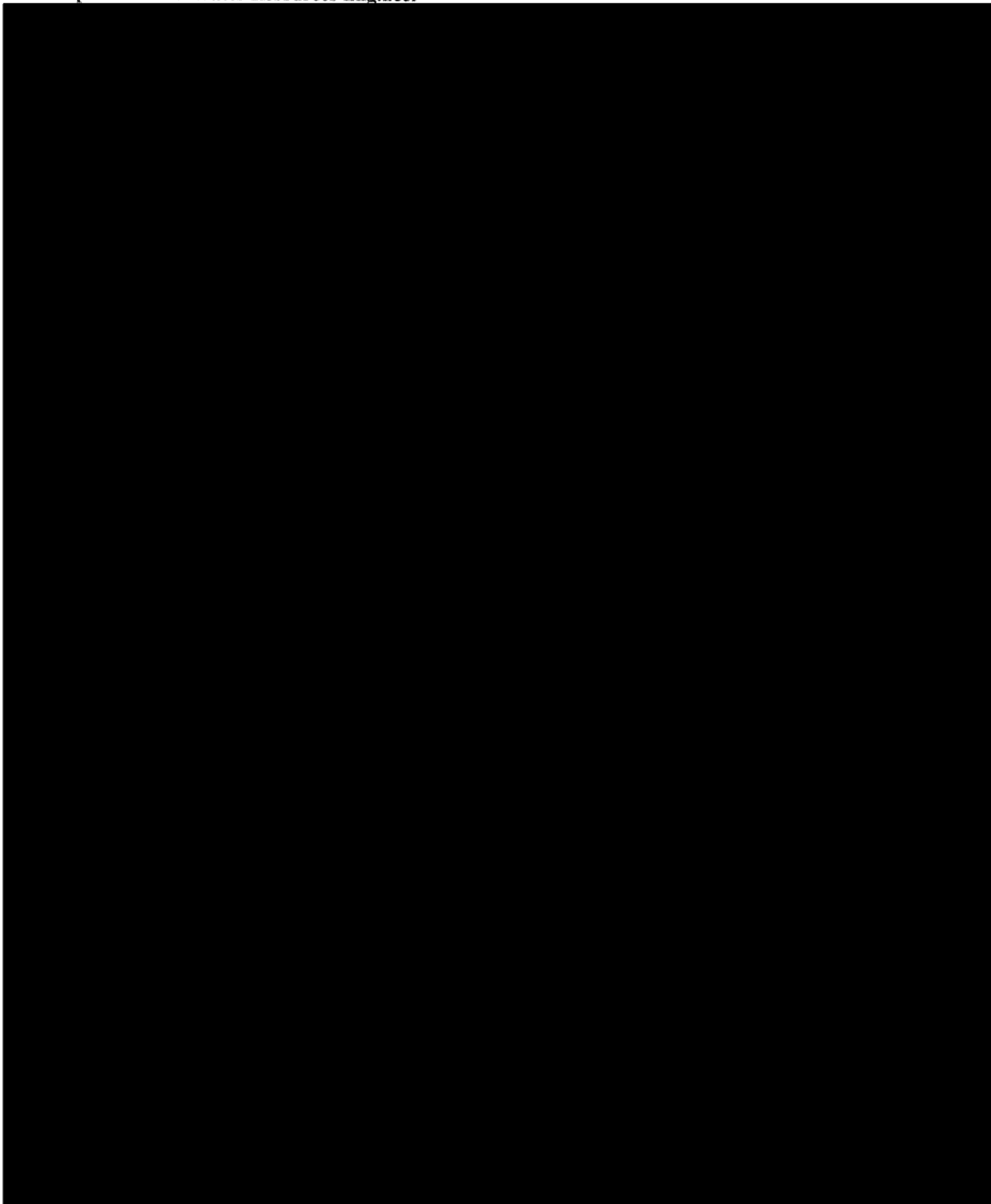
Classification: _____

Name: _____

Classification: _____

**MARION E. KESSY, Ph.D., P.E., LEED
AP**

Principal Civil and Water Resources Engineer



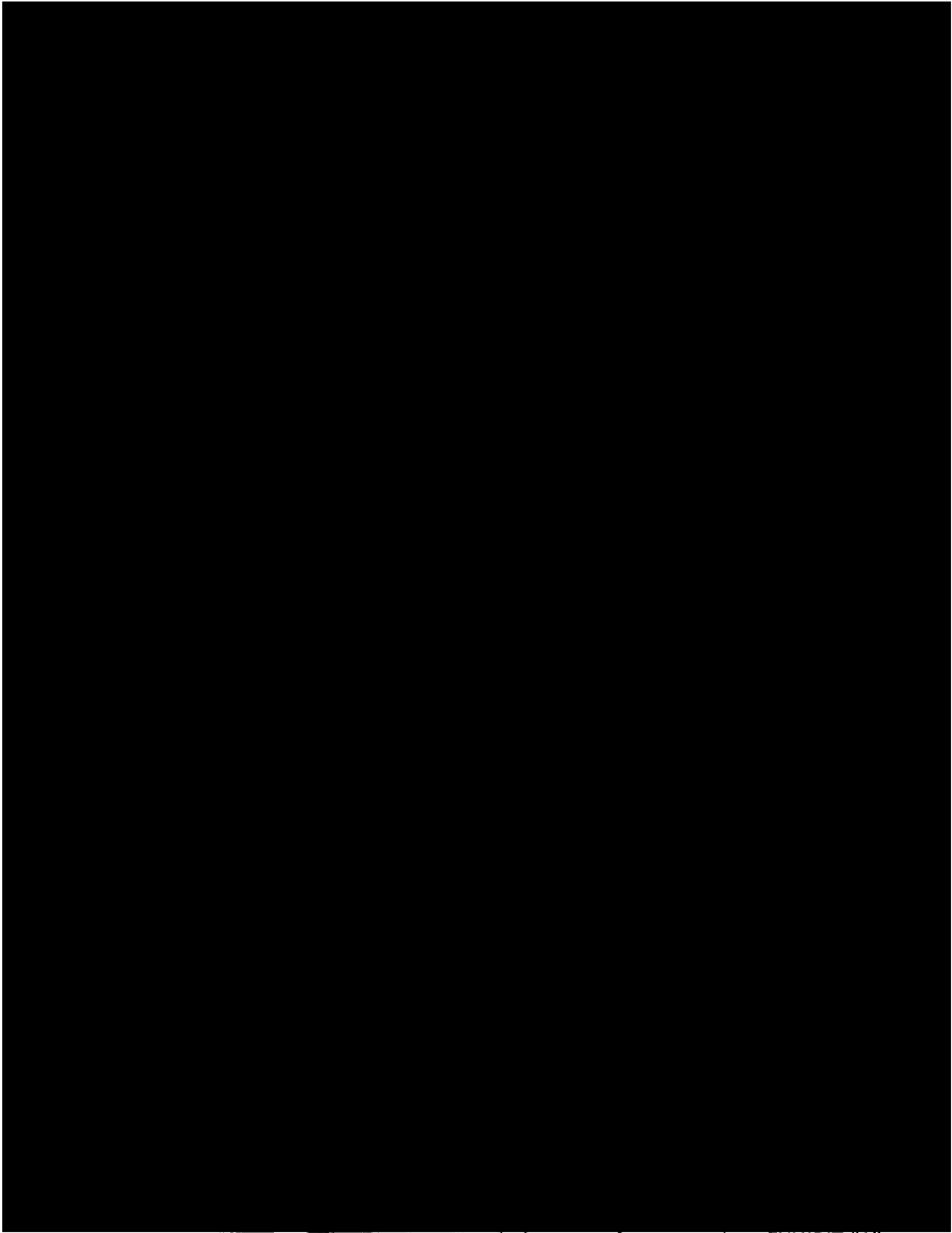


Exhibit F

Scope of Work

FluidClarity Ltd.

**Design Corridor Manager
Elgin O'Hare West Bypass Tollway**

**Contract No. I-18-4700
Prime Agreement**

Illinois State Toll Highway Authority

A. Design Corridor Management (DCM)

The DCM will provide Design Corridor Management services as required to advance design phase development and implementation of the EOWA program.

1. Design Reviews

- EOWA Design Review Management: The DCM will coordinate and facilitate the overall EOWA design review process with the Illinois Tollway Design Review Team as well as all involved external reviewing agencies and parties. This effort includes distribution of DSE deliverables for internal (Tollway and DCM team) and external agency reviews; tracking and compiling review comments; facilitating resolution of review issues; checking DSE comment disposition for completeness and consistency with EOWA design guidelines; facilitating final plan check meetings. This includes maintenance of the EOWA design review comment log. Individual DSEs are solely responsible for appropriately addressing design review comments from internal (Tollway and DCM) and external reviewers, and for ensuring that appropriate revisions are incorporated into final plans, specifications and estimates.
- DSE/DUR Limited Design Reviews: The DCM will perform limited reviews of DSE/DUR roadway plan submittals with a focus on the following: compliance with concept design and environmental commitments; compliance with corridor-wide design element requirements; design consistency between adjacent DSE sections and construction contracts. The DCM will coordinate DSE/DUR reviews with the CCM. Individual DSEs will be responsible for the accuracy and correctness of their respective submittals. Reviews will be performed for select disciplines only as noted below by professional staff with technical expertise in the following areas:
 - Maintenance of Traffic/Construction Staging
 - Roadway, Signing and Striping
 - Drainage & Erosion Control
 - Tolling and ITS
 - Utilities
 - Landscaping and Aesthetics
 - FAA Design Requirement Compliance
 - Railroad Design Requirement Compliance
 - Structures
 - Lighting
 - Pay Items and Specifications
 - Traffic Signals

The intent of these reviews will be to assess consistency with corridor design standards. They will not include detailed review of DSE plans, calculations, special provisions or other work products, and will not be meant to replace QA/QC procedures by the responsible DSEs. The DSEs/preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE to the DCM as a result of the DCM's limited review of DSE work products. Land Acquisition DUR Limited Reviews: For Land Acquisition DURs, the DCM will conduct limited reviews of DUR plat of acquisition submittals focused only on consistency with ROW acquisition requirements as defined by individual DSEs/DURs. It is assumed that the DCM will not be responsible for performing technical reviews of land acquisition submittals, nor of checking survey documents against Tollway checklists and legal descriptions against titles, as these reviews would be conducted by other consultants via separate contract to the Tollway.

- Field Survey SUR Limited Reviews: For Field Survey SUR deliverables, the DCM will conduct limited technical review of SUR consultant survey submittals. This consists of

checking survey documents against Tollway checklists, as well as geographic limits, datums, details and controls.

- **EUR Limited Reviews:** DCM reviews will be limited to senior-level technical reviews of ESA's for select complex investigation areas only. These limited reviews would be related to the DCM's Senior Technical Advisor Support services (see below) and would be provided at the request of the Tollway. The EUR's/preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the EUR to the DCM as a result of the DCM's limited reviews. The DCM will not perform technical reviews of typical ESA submittals; it is assumed that EUR consultants and others will be responsible for these technical reviews.
- **SUE DUR Limited Reviews:** The DCM will not conduct detailed technical reviews of SUE information provided by DURs. It is assumed that appropriate reviews will be performed by the involved DSE.
- **Geotechnical and Structural Limited Reviews:** DCM reviews will be limited to senior-level technical reviews of geotechnical investigations and structural design for select complex areas only. These limited reviews would be related to the DCM's Senior Technical Advisor Support services (see below) and would be provided at the request of the Tollway. The DSE/DUR preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE/DUR to the DCM as a result of the DCM's limited reviews.
- **DCM Technical Support During Construction:** The DCM will provide limited technical support during construction to address potential issues encountered for select disciplines. A focus of this effort will be to facilitate compliance with project commitments and regulatory requirements. It is anticipated that DCM technical support will be required for the following – landscaping, aesthetics, drainage & erosion control, AET/ITS, and signing. The CCM/CM team will be responsible for identifying issues requiring DCM technical support and coordinating as appropriate with Tollway PM's and involved DSEs.
- **Senior Technical Advisor Support:** The DCM will provide a team of Senior Technical Advisors to assist the Tollway with independent reviews of design development concepts being prepared by DSEs for select complex project elements. This team will consist of senior technical staff with expertise in complex structural and geotechnical design, railroad engineering, and environmental remediation. Senior Technical Advisors will be engaged at the request of the Tollway. The DSE preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE to the DCM as a result of the DCM's Senior Technical Advisor involvement.

2. Contract Management, Quality Management and Administrative Support

- DCM team contract administration.
- DCM team internal quality management efforts related to services provided via Tasks A and B. Quality management for Task D (Task Order Services) will be covered separately via future individual Task Order proposals.
- The DCM will provide administrative support services to support EOWA design development efforts through the duration of the contract. Duties include: meeting support including scheduling, meeting agenda/materials preparation, meeting summary preparation; agency coordination support including field work coordination; DSE/DUR coordination support; filing, copying and mailing support; document management support; and other tasks related to the DCM services.

EXHIBIT G

Contract No. I-18-4700

FLUIDCLARITY LTD

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
EOWA I-11-4014	Design Review and Agency Coordinatio	\$595,293.88	\$40,248.77	12/31/2018
PSB 18-4 I-18-4700	EOWA DCM	\$295,000.00	\$295,000.00	12/31/2022

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

Table with 12 columns (1-12) and rows for Direct Labor, Direct Costs, Services by Others, Additional Services **, and Total this Subconsultant (ULC). All values are zero.

** 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: HBK Engineering, LLC

Contract Number: I-18-4700

Proposal Date: 4/1/2019

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-18-4700 Consultant: HBK Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Task A-DCM							36	30	30	30	30	30	30	186
Task B-Corridor-Wide							3	3	3	3	3	3	3	18
TOTALS							39	33	33	33	33	33	33	204

Contract Number: I-18-4700 Consultant: HBK Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Task A-DCM	30	30	30	30	30	25	22	20	20	20	20	20	297
Task B-Corridor-Wide	3	3	3	3	3	2	2	2	2	2	2	2	29
TOTALS	33	33	33	33	33	27	24	22	22	22	22	22	326

Contract Number: _____

I-18-4700

Consultant: _____

HBK Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Task A-DCM	20	20	20	20	20	20	20	20	20	20	20	20	20	20	240
Task B-Corridor-Wide	2	2	2	2	2	2	2	2	2	2	2	2	2	2	24
TOTALS	22	22	22	22	22	22	22	22	22	22	22	22	22	22	264

Contract Number: I-18-4700 Consultant: HBK Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Task A-DCM	20	20	9	9	9	9	9	9	9	9	9	9	9	130
Task B-Corridor-Wide	2	2	1	1	1	1	1	1	1	1	1	1	1	14
TOTALS	22	22	10	10	10	10	10	10	10	10	10	10	10	144

Contract Number: I-18-4700 Consultant: HBK Engineering, 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	
Task A-DCM	9	9											18
Task B-Corridor-Wide	1	1											2
TOTALS	10	10											20

Contract No.: I-18-4700

Consultant: HBK Engineering, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>958.00</u> (Total Work Hours from Exhibit A)	<u>\$ 54.72</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$	<u>52,421.76</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>146,780.93</u>
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B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$	<u>719.07</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>147,500.00</u>
--	-----------	--------------------------

Contract No.: I-18-4700 **Consultant:** HBK Engineering, LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

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

- C. **OVERTIME PREMIUM**

- D. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) **\$** 719.07

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-18-4700

Consultant: HBK Engineering, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: **Name:** _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Exhibit F

Scope of Work

HBK Engineering, LLC

**Design Corridor Manager
Elgin O'Hare West Bypass Tollway**

**Contract No. I-18-4700
Prime Agreement**

Illinois State Toll Highway Authority

A. Design Corridor Management (DCM)

The DCM will provide Design Corridor Management services as required to advance design phase development and implementation of the EOWA program.

1. Utility Coordination

- The DCM will serve as the central point of contact for EOWA design phase utility coordination and will interface between the DSEs and the Tollway Utility Department. DCM will also facilitate direct coordination between DSEs and utilities.
- Utility Orientation: Prepare materials and presentations to affected utilities apprising them of the EOWA project and needed modification to utilities to support future corridor improvements.
- Utility Database Development and Maintenance: Manage and update the master utility database through the contract duration.
- Utility Master Plan: Manage and update the master utility plan which will serve as a guiding document for DSEs/DURs. The plan will incorporate planned utility improvements identified by providers, identify conflicts related to the EOWA improvements, and define required maintenance of service during construction. The plan will serve as the starting point for DSEs to further examine the engineering requirement of each of the affected utilities.
- Advance Relocation Requirements: Identify and facilitate resolution of advanced utility requirements or long lead items in coordination with involved DSEs/DURs, the Tollway, and involved utility owners.
- Uniform Standards and Specifications and Force Account Relocation Coordination: A variety of specification and standards will be encountered across a number of utilities. For municipal utilities, the DCM will review standards and specifications and attempt to resolve conflicting standards and establish guidance for final designers. For other utilities (to be relocated via force account), the DCM work with affected DSEs/DURs to coordinate the utility relocation requirements and schedule with each respective provider with the objective of facilitating utility relocations per schedule requirements.
- DSE Coordination: Specific utility-oriented meetings will be held with DSEs/DURs for the duration of the contract to exchange information that affects the development of utility design requirements and phasing requirements. These meetings are in addition to other DSE coordination itemized in other tasks. These meeting provide a focused dialogue on the subject of utilities and will be used to convey utility provider data and information, address maintenance of service issues, identify temporary facility needs, and reconcile standards and specification requirements.
- Field Oversight: The DCM will not provide field oversight services during construction; it is anticipated that others will provide these services via separate contract to the Tollway. However, as projects transition from design phase to construction phase, the DCM will coordinate with the CCM to help transition responsibility for facilitating and monitoring utility relocations and utility service connections. This transition will include providing the CCM a summary of utility coordination to date, primary points of contact at respective utilities, executed work orders and relocation plans, and new service locations and load requirements. Once utility work is under construction, DCM will no longer be primary point of contact for utility coordination.
- Utility Service Connections: The DCM will maintain a log of utility service connections for new electrical and gas services. Key utility service connection information will be tracked including service connection locations, points of contact, and service need dates. This information will be conveyed to the CCM as contract NTP approaches so utility coordination may continue through construction.
- Coordination with Utilities: The DCM will lead and facilitate ongoing direct coordination with utility owners through the duration of the DCM contract. For budgeting purposes, it is assumed that up to 30 meetings will be required annually. Coordination with the utilities presumes service agreements would be established to reimburse utilities for appropriate services and costs via agreement. The DCM will provide required assistance to the Tollway

to support development of utility agreements and execution of utility work orders. Costs for these utility agreements/relocations are assumed to be covered via separate Tollway contracts or agreements.

2. Contract Management, Quality Management and Administrative Support

- DCM team contract administration.
- DCM team internal quality management efforts related to services provided via Tasks A and B. Quality management for Task D (Task Order Services) will be covered separately via future individual Task Order proposals.
- The DCM will provide administrative support services to support EOWA design development efforts through the duration of the contract. Duties include: meeting support including scheduling, meeting agenda/materials preparation, meeting summary preparation; agency coordination support including field work coordination; DSE/DUR coordination support; filing, copying and mailing support; document management support; and other tasks related to the DCM services.

B. Corridor-Wide Design Guidance and Compliance Monitoring

The DCM will provide continuing Corridor-Wide Design Guidance and Compliance Monitoring support services for the EOWA as required to facilitate corridor-wide design consistency, to facilitate compliance with project commitments, and to secure permits and agreements from involved agencies and parties.

1. Corridor Manual and Design Guidelines Updates

- The DCM will maintain and update the EOWA Corridor Manual throughout the contract duration. Electronically-based, the EOWA Corridor Manual will provide EOWA Project-Specific Procedures, Design Guidelines and other relevant information to be used by EOWA DSEs/DURs. The Corridor Manual contents will help facilitate consistency of design and design treatments and consistency of plan development throughout the EOWA program. Additionally, information in the Corridor Manual will help facilitate fulfillment of environmental and other commitments by providing relevant information and procedures to EOWA designers.
- The DCM will facilitate identification of lessons learned through the contract duration and prepare Lessons Learned documentation. The focus will be to identify potential improvements and efficiencies and to share them with follow-on designers and contractors. The Lessons Learned will be considered a living document.

EXHIBIT G

Contract No. I-18-4700

HBK Engineering, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-11-4014	Elgin-O'Hare Western Access project; sub	\$1,947,417.75	\$166,358.42	6/1/2019
RR-13-4154	SUE Utility Location and Identification Systemwide	\$5,000,000.00	\$928,974.02	9/1/2109
I-17-4301	Utility Coordination ISTHA 294 Reconstruction St. Charles to North Ave	\$104,200.00	\$61,567.91	12/1/2019
I-17-4298	I-294 Tri-State Tollway (MP 24.1 to MP 27.8)	\$180,000.00	\$155,000.00	12/1/2019
I-17-4307	Tri-State Toll - Advanced ITS Assets Relocation 95th Street to Balmoral Avenue	\$63,471.00	\$9,443.21	12/1/2019
I-18-4700	Western Access program management; sub to Jacobs	\$147,500.00	\$147,500.00	12/31/2022

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1			
	Direct Labor		Direct Labor
	Direct Costs		Direct Costs
	Services by Others		Services by Others
	Additional Services **		Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
2			
	Direct Labor		Direct Labor
	Direct Costs		Direct Costs
	Services by Others		Services by Others
	Additional Services **		Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
3			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
4			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
5			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
6			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
7			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
8			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
9			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
10			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
11			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
12			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Landrum & Brown, Incorporated

Contract Number: I-18-4700

Proposal Date: 4/1/2019

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-18-4700

Consultant: Landrum & Brown, Incorporated

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												Grand Total Exhibit A Hours	1188
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS	
Task A - DCM							2	2	2	2	2	2	2	12
Task B - Corridor-Wide							25	25	25	25	25	25	25	150
TOTALS							27	27	27	27	27	27	27	162

Rev. 9/2018

PSB 18-1 and Later ONLY

Contract Number: I-18-4700

Consultant: Landrum & Brown, Incorporated

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		
Task A - DCM	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Task B - Corridor-Wide	25	25	25	25	25	25	25	25	25	25	25	25	25	300
TOTALS	27	27	27	27	27	27	27	27	27	27	27	27	27	324

Contract Number: I-18-4700 Consultant: Landrum & Brown, Incorporated

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		
Task A - DCM	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Task B - Corridor-Wide	25	25	25	25	25	25	25	25	25	25	25	25	25	300
TOTALS	27	27	27	27	27	27	27	27	27	27	27	27	27	324

Contract Number: I-18-4700

Consultant: Landrum & Brown, Incorporated

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		
Task A - DCM	2	2	2	2	2	2	2	2	2	2	2	2	2	24
Task B - Corridor-Wide	25	25	25	25	25	25	25	25	25	25	25	25	25	300
TOTALS	27	27	27	27	27	27	27	27	27	27	27	27	27	324

Contract Number: I-18-4700 Consultant: Landrum & Brown, Incorporated

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				
Task A - DCM	2	2													4	
Task B - Corridor-Wide	25	25														50
TOTALS	27	27														54

Contract No.: I-18-4700

Consultant: Landrum & Brown, Incorporated

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>1,188.00</u> (Total Work Hours from Exhibit A)	\$ <u>44.32</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>52,652.16</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 \$ 147,426.05

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 73.95

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)

\$ 147,500.00

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) \$ 73.95

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
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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)
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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
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- 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-18-4700

Consultant: Landrum & Brown, Incorporated

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

Scope of Work

Landrum & Brown

**Design Corridor Manager
Elgin O'Hare West Bypass Tollway**

**Contract No. I-18-4700
Prime Agreement**

Illinois State Toll Highway Authority

A. Design Corridor Management (DCM)

The DCM will provide Design Corridor Management services as required to advance design phase development and implementation of the EOWA program.

1. Contract Management, Quality Management and Administrative Support

- DCM team contract administration.
- DCM team internal quality management efforts related to services provided via Tasks A and B. Quality management for Task D (Task Order Services) will be covered separately via future individual Task Order proposals.
- The DCM will provide administrative support services to support EOWA design development efforts through the duration of the contract. Duties include: meeting support including scheduling, meeting agenda/materials preparation, meeting summary preparation; agency coordination support including field work coordination; DSE/DUR coordination support; filing, copying and mailing support; document management support; and other tasks related to the DCM services.

B. Corridor-Wide Design Guidance and Compliance Monitoring

The DCM will provide continuing Corridor-Wide Design Guidance and Compliance Monitoring support services for the EOWA as required to facilitate corridor-wide design consistency, to facilitate compliance with project commitments, and to secure permits and agreements from involved agencies and parties.

1. Agreements Support

- The DCM will track and maintain a comprehensive inventory of required agreements for the overall EOWA including their schedule, purpose, associated costs, and steps to completion. The DCM will prepare, coordinate and review required interagency agreements with the Tollway and develop content based on coordination with assigned DSEs/DURs for individual construction contracts.
- The DCM will support the Tollway with the preparation of intergovernmental agreements for the EOWA, including railroads, utilities, municipalities, counties, special districts and regulatory agencies. For budgeting purposes, the following responsibilities are assumed for the preparation of interagency agreements.
- Construction Contract IGAs: The DCM will support the Tollway in the requirements, preparation and coordination of IGAs required for individual EOWA construction contracts. These multi-party agreements include IDOT, municipalities, townships, counties, and/or special districts. The DCM will coordinate IGA details including responsibilities for design, engineering, public utilities, land acquisition, costs (including requested enhancements), and maintenance and jurisdiction. The DCM will prepare related IGA exhibits.
- Land Conveyance IGAs: The DCM will support the Tollway in the requirements, preparation and coordination of IGAs required for land conveyance along the EOWA corridor. This includes land conveyance from agencies to the Tollway required for construction of the project and land conveyance to agencies from the Tollway as part of their ultimate maintenance and jurisdictional responsibilities (see Task A.3).
- Railroads: It is assumed that the Tollway and CCM-OR will be the primary point of contact for communications with Railroads. The DCM will support the Tollway and CCM-OR in the preparation of materials necessary to complete negotiations and agreements for improvements involving railroad facilities. Agreements are anticipated with the Canadian Pacific (CP) railroad, Union Pacific (UP) railroad, Metra, and the Chicago Terminal (CTM) railroad regarding construction phasing involving their facilities, use of land, transfer of land, working arrangement for engineering services, and installation of structures and bridges. The DCM will also prepare and support the Illinois Commerce Commission petition process for railroad involvement improvements.

- Regulatory Agencies: The DCM will support the Tollway with preparation of required agreements with regulatory agencies, anticipated to consist of agreements with the USACOE, IDNR, and IEPA.
- City of Chicago/O'Hare Airport: The DCM will support the Tollway with negotiations related to the City of Chicago as required and will support the Tollway with preparation of required agreements with the City of Chicago related to improvements adjacent to O'Hare Airport, which will incorporate requirements pertaining to coordination with the FAA. The DCM will coordinate required agreements with the FAA, including required engineering and construction phase services agreements, permits, etc. as determined to be required for Illinois Tollway work near O'Hare Airport. It is currently anticipated that the pending Land Use Release Request will be prepared by other parties. If requested by the Tollway, the DCM could provide required assistance with preparation of the request via a future DCM Task Order assignment (Task D).
- Agreements to be secured by Others: It is anticipated that agreements will be required with various other parties, such as private utilities. For budgeting purposes, it is assumed that the DCM will not be responsible for the preparation of these agreements, and that they will be secured in a timely manner by the Tollway and/or Tollway PMO.
- Cost Tracking: The DCM will track, coordinate, and finalize cost responsibilities for design elements requested by local agencies (upgrades) as defined in the interagency agreements through coordination with the appropriate requesting agency and the involved Tollway DSE and CM. The IGA related costs will be tracked as part of the overall EOWA program budget (see Task A.1).
- Mapping: The DCM will maintain corridor-wide GIS exhibits depicting maintenance and jurisdiction responsibilities including roadways, structures, drainage, ITS, lighting, signals, etc. for the overall EOWA project area. The DCM will also maintain right-of-way exhibits in GIS that show the proposed Tollway right-of-way and required land conveyance based upon the jurisdiction and maintenance responsibilities.

EXHIBIT G

CONTRACT I-11-4014

Landrum & Brown

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
PO No: 27870	Aviation Planning Services – Professional Services Contract	\$25,000,000.00	\$18,812,443.00	5/23/2019
PO No: 30271	Airport Noise Management Services	\$11,000,000.00	\$6,506,317.00	9/7/2019
I-11-4014	Elgin O'Hare By Pass Tollway	\$342,442.40	\$15,256.00	4/2019
I-18-4700, PSP 18-4	EOWA DCM	\$147,500.00	\$147,500.00	12/2022

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1			
	Direct Labor _____		Direct Labor _____
	Direct Costs _____		Direct Costs \$ -
	Services by Others _____		Services by Others \$ -
	Additional Services ** _____		Additional Services ** \$ -
	Total this Subconsultant (ULC) \$ -		Total this Subconsultant (ULC) \$ -
2		7	
	Direct Labor _____		Direct Labor _____
	Direct Costs _____		Direct Costs \$ -
	Services by Others _____		Services by Others \$ -
	Additional Services ** _____		Additional Services ** \$ -
	Total this Subconsultant (ULC) \$ -		Total this Subconsultant (ULC) \$ -
3		8	
	Direct Labor _____		Direct Labor _____
	Direct Costs \$ -		Direct Costs \$ -
	Services by Others \$ -		Services by Others \$ -
	Additional Services ** \$ -		Additional Services ** \$ -
	Total this Subconsultant (ULC) \$ -		Total this Subconsultant (ULC) \$ -
4		9	
	Direct Labor _____		Direct Labor _____
	Direct Costs \$ -		Direct Costs \$ -
	Services by Others \$ -		Services by Others \$ -
	Additional Services ** \$ -		Additional Services ** \$ -
	Total this Subconsultant (ULC) \$ -		Total this Subconsultant (ULC) \$ -
5		10	
	Direct Labor _____		Direct Labor _____
	Direct Costs \$ -		Direct Costs \$ -
	Services by Others \$ -		Services by Others \$ -
	Additional Services ** \$ -		Additional Services ** \$ -
	Total this Subconsultant (ULC) \$ -		Total this Subconsultant (ULC) \$ -
6		11	
	Direct Labor _____		Direct Labor _____
	Direct Costs \$ -		Direct Costs \$ -
	Services by Others \$ -		Services by Others \$ -
	Additional Services ** \$ -		Additional Services ** \$ -
	Total this Subconsultant (ULC) \$ -		Total this Subconsultant (ULC) \$ -
6		12	
	Direct Labor _____		Direct Labor _____
	Direct Costs \$ -		Direct Costs \$ -
	Services by Others \$ -		Services by Others \$ -
	Additional Services ** \$ -		Additional Services ** \$ -
	Total this Subconsultant (ULC) \$ -		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: Lin Engineering, Ltd.

Contract Number: I-18-4700

Proposal Date: 4/1/2019

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-18-4700

Consultant: Lin Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												Grand Total Exhibit A Hours	4032
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS	
Task C - Design during Construction							12	12	12	12	12	12	12	72
Task D - Task Orders														
TOTALS							12	12	12	12	12	12	12	72

Contract Number: I-18-4700 Consultant: Lin 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		
Task C - Design during Construction	12	12	12	12	12	12	12	12	12	12	12	12	12	144
Task D - Task Orders	150	150	150	150	150	150	150	150	150	150	150	150	150	1800
TOTALS	162	162	162	162	162	162	162	162	162	162	162	162	162	1944

Contract Number: I-18-4700

Consultant: Lin 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	
Task C - Design during Construction	12	12	12	12	12	12	12	12	12	12	12	12	144
Task D - Task Orders	150	150	150	150	150	150	150	150	150	150	150	138	1788
TOTALS	162	162	162	162	162	162	162	162	162	162	162	150	1932

Contract Number: I-18-4700 Consultant: Lin 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				
Task C - Design during Construction	12	12	12	12	12	12	12									84
Task D - Task Orders																
TOTALS	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	84

Contract No.: I-18-4700

Consultant: Lin Engineering, Ltd.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>4,032.00</u>	<u>\$ 49.50</u>	
(Total Work Hours from Exhibit A)	(Average Hourly Rate)	
		TOTAL DIRECT SALARY \$ <u>199,584.00</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 \$ 558,835.20

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

TOTAL DIRECT COSTS \$ 31,164.80

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) \$ 590,000.00

Contract No.: I-18-4700 **Consultant:** Lin 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

Railroad Fees and Expenses

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)	<u> \$ 31,164.80 </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-18-4700

Consultant: Lin 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

Scope of Work

Lin Engineering, Ltd.

**Design Corridor Manager
Elgin O'Hare West Bypass Tollway**

**Contract No. I-18-4700
Prime Agreement**

Illinois State Toll Highway Authority

C. Design Engineering and Design Assistance during Construction

Stanley and Lin will perform additional DSE Section Design Support services during construction as required to provide continued support for construction for their respective portions of the E05-B, N03/4/5, E10 work packages. The additional needed DSE support services in these sections will be provided via the I-18-4700 DCM contract.

- Request for Information (RFI): The DSE will respond to inquiries by the Contractor, utilizing the web-based software, which pertain to the design and plan interpretation.
- Construction Modifications: The DSE will review proposed construction contract changes including field changes, value engineering proposals and performance base design as required.
- Meetings and Site Visits: The DSE will attend the coordination meetings and site visits as required. It is not anticipated that the DSE will attend the weekly coordination meetings held between the CM and Contractor.
- Notice of Non-Conformance (NCR) and Claims: The DSE will review NCRs and Contractor Claims as requested by the CM.

D. Task Order Requests

The DCM will perform miscellaneous Task Order Services as requested by the Illinois Tollway to support development and implementation of the EOWA program in compliance with overall schedule and regulatory requirements.

EXHIBIT G

Contract No. I-18-4700

Lin Engineering, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
EOWA I-15-4656	I-294 to Franklin/Green St.	\$2,450,014.00	\$1,070,515.00	5/1/2020
EOWA I-13-4622	West Terminal Interchange	\$2,732,000.00	\$1,352,878.00	12/1/2020
EOWA I-11-4014	DCM Contract	\$2,714,007.00	\$522,136.00	6/1/2019
Various PTB 184/18	Various Routes and Counties, District 3	\$500,000.00	\$480,219.00	10/1/2029
IL 47 PTB 169/19	Widening and Reconstruction	\$344,898.00	\$100,075.00	6/1/2021
IL 53 PTB 174/03	Phase I Study from Arsenal Rd. to US 52	\$298,278.00	\$135,453.00	8/1/2026
EOWA I-18-4700	EOWA DCM Contract	\$590,000.00	\$590,000.00	12/1/2025

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. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 7: Subconsultant 7. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 2: Subconsultant 2. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 8: Subconsultant 8. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 3: Subconsultant 3. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 9: Subconsultant 9. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 4: Subconsultant 4. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 10: Subconsultant 10. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 5: Subconsultant 5. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 11: Subconsultant 11. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 6: Subconsultant 6. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

Table 12: Subconsultant 12. Rows: Direct Labor, Direct Costs, Services by Others, Additional Services **, Total this Subconsultant (ULC). Total: \$ -

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Martinez Geospatial, Inc.

Contract Number: I-18-4700

Proposal Date: 4/1/2019

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-18-4700

Consultant: Martinez Geospatial, Inc.

Martinez Geospatial, 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				
Task D - Task Orders							35	35	35	35	35	35	35	35	35	210
TOTALS							35	35	35	35	35	35	35	35	35	210

Contract Number: I-18-4700 Consultant: Martinez Geospatial, 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		
Task D - Task Orders	35	35	35	35	35	35	35	35	35	35	35	35	35	420
TOTALS	35	35	35	35	35	35	35	35	35	35	35	35	35	420

Contract Number: I-18-4700

Consultant: Martinez Geospatial, 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		
Task D - Task Orders	35	35	35	35	35	35	35	35	35	35	35	35	35	420
TOTALS	35	35	35	35	35	35	35	35	35	35	35	35	35	420

Contract Number: I-18-4700

Consultant: Martinez Geospatial, Inc.

Martinez Geospatial, 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		
Task D - Task Orders	35	35	35	35	35	35	35	35	35	35	35	35	35	420
TOTALS	35	35	35	35	35	35	35	35	35	35	35	35	35	420

Contract Number: I-18-4700

Consultant: Martinez Geospatial, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2023												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Task D - Task Orders	35	35															70
TOTALS	35	35															70

Contract No.: I-18-4700 **Consultant:** Martinez Geospatial, 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) \$ 1,021.36

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-18-4700

Consultant: Martinez Geospatial, 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

Scope of Work

Martinez GeoSpatial, Inc.

**Design Corridor Manager
Elgin O'Hare West Bypass Tollway**

**Contract No. I-18-4700
Prime Agreement**

Illinois State Toll Highway Authority

D. Task Order Requests

The DCM will perform miscellaneous Task Order Services as requested by the Illinois Tollway to support development and implementation of the EOWA program in compliance with overall schedule and regulatory requirements.

EXHIBIT G

Contract No. I-18-4700

Martinez Geospatial, 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
PSB 18-4 18-4700 (IL 390 / I- 490)	I-Design Corridor Manager (DCM) – EOWA Corridor	\$147,500.00	\$147,500.00	12/31/2022
PSB 16-3 16-4266 (IL53/120)	I-Environmental Impact Statement (EIS) and Related Reports	\$458,366.72	\$458,366.72	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

Table with 12 columns (1-12) and rows for Direct Labor, Direct Costs, Services by Others, Additional Services **, and Total this Subconsultant (ULC). Each row contains a description and a monetary value, with 'Total' rows showing a sum of \$ -.

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: McKissack & McKissack Midwest Inc.

Contract Number: I-18-4700

Proposal Date: 4/1/2019

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-18-4700 Consultant: McKissack & McKissack Midwest 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		
Task A - DCM							176	176	176	176	176	176	176	1056
Task B - Corridor Wide							9	9	10	10	10	10	10	58
TOTALS							185	185	186	186	186	186	186	1114

Grand Total Exhibit A Hours **7120**

Contract Number:

I-18-4700

Consultant:

McKissack & McKissack Midwest 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		
Task A - DCM	176	173	173	173	173	173	173	173	173	172	172	172	172	2076
Task B - Corridor Wide	10	9	9	9	9	9	9	9	9	9	9	9	9	109
TOTALS	186	182	182	182	182	182	182	182	182	181	181	181	181	2185

Contract Number: I-18-4700 Consultant: McKissack & McKissack Midwest 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		
Task A - DCM	172	231	231	231	231	231	232							1559
Task B - Corridor Wide	9	12	12	12	12	12	13							82
TOTALS	181	243	243	243	243	243	245							1641

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) \$ 32,111.52

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-18-4700

Consultant: McKissack & McKissack Midwest 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

Scope of Work

McKissack & McKissack

**Design Corridor Manager
Elgin O'Hare West Bypass Tollway**

**Contract No. I-18-4700
Prime Agreement**

Illinois State Toll Highway Authority

A. Design Corridor Management (DCM)

The DCM will provide Design Corridor Management services as required to advance design phase development and implementation of the EOWA program.

1. Program Controls and Funding Plan Support

- **Scheduling:** The DCM will review and manage the overall EOWA Master Program Schedule in coordination with individual DSEs and the Tollway. The schedule will identify and track progress of schedules related to program implementation status, including: DSE schedules, DUR/SUR schedules, construction letting schedules, and construction schedules. The DCM will coordinate the overall EOWA program schedule with involved DSEs. This will include review of DSE recommended schedules for compliance with overall program requirements and facilitating resolution of potential scheduling conflicts. The DCM will also incorporate construction schedule data from the Tollway EOWA CCM-OR team into the Master Program Schedule for construction related activities based on information provided by Tollway Project Managers, the Owner's Representative, Construction Corridor Manager and individual Construction Managers.
- **Budget Management:** The DCM will review and manage the overall EOWA Program Budget in coordination with the Tollway, CCM-OR, PMO, and other involved agencies. Effort will include: preparation of annual EOWA budget recommendations; development and updates to proposed project budgets (including PIR's/PCR's validation, routing and Catapult, E-Builder and other tools as deemed necessary); budget change management and documentation including support for preparation of associated Staff Summary Sheets for proposed scope/schedule/budget revisions; management and updates to the EOWA budget by fund source, including tracking and reporting of funding and in-kind services by others.
- **Cash Flow/Earned Value:** The DCM will coordinate MSR submittals for the EOWA program including entry into the Catapult system. The DCM will also prepare project cashflow reporting to Tollway, CCM-OR, PMO and other agencies as directed. The cashflows will be prepared annually or as needed to provide Tollway with detailed project forecast spending information to support annualized and total project funding needs
- **Risk Management:** The DCM will provide description of risks to the CCM-OR for inclusion in EOWA Risk Management tool, which the CCM-OR will maintain. The DCM will meet regularly with key Tollway and EOWA project staff to review and update risk status and action plans.
- **Performance Reporting:** The DCM will maintain and update the overall Program Performance Dashboard Report for the EOWA through the contract duration. For budgeting purposes, it is assumed that a monthly status report will be generated reporting performance related to program goals and objectives.
- **EOWA Implementation Plan Management:** Maintain and update the overall EOWA Implementation Plan and Master Contract Packaging Plan based on for individual sections (tollable segments) and construction contract packages of the EOWA program. Recommended updates will be coordinated with the Tollway, CCM-OR, PMO, and with involved DSEs/DURs. Effort for this task will generally consist of the following: review and coordination of the overall EOWA Implementation Plan to provide on-schedule completion of ongoing sections of the EOWA; analysis of scheduling/sequencing options for future project sections; review and coordination of scheduling/sequencing options for project sections being implemented by other agencies and adjacent improvements planned by the Illinois Tollway and other agencies; management and updates to the initial contract packaging concept (identified during prior EOWA concept design efforts) to reflect changed conditions during final design and DSE recommendations. The DCM will maintain an overall EOWA Implementation Plan exhibit illustrating the timeframe and sequence for EOWA program implementation, as well as an overall EOWA Construction Packaging exhibit illustrating individual construction contracts.

- **Estimating:** The DCM will review and manage the overall EOWA program cost estimates in coordination with individual DSEs, the CCM-OR, the PMO, and Tollway. Program estimating will consist of the following:
 - Manage the preliminary and final construction estimates through the contract duration. DSEs will provide construction estimates to the DCM at required intervals, and the DCM will incorporate estimates into the Master Program Budget. Likewise, the DCM will incorporate construction cost data into the Master Program Budget in coordination with the Construction Corridor Manager and individual Construction Managers. The CCM and CM's will be responsible for compiling and validating construction cost data and providing information to the DCM to incorporate into the overall Master Program Budget.
 - The DCM will perform reviews of DSE construction cost estimates. For budgeting purposes, it is assumed that the DCM will perform cost reviews for design-phase development of upcoming EOWA construction contract packages.
 - The DCM will be responsible for bid phase estimate coordination, bid analysis and preparation of the bid recommendation memos for EOWA contracts.
- **Program Implementation Service Needs:** Assist the Tollway with identifying and maintaining an inventory of future professional service needs required to advance the EOWA implementation plan.
- **FHWA Major Projects Documentation Updates:** The DCM will maintain and update the EOWA Project Management Plan and EOWA Financial Plan in conformance with FHWA requirements through the DCM contract duration as follows:
 - The DCM will prepare annual updates to the EOWA Financial Plan . The updates will be prepared in conformance with FHWA guidance and requirements, and will be coordinated with other involved agencies. The DCM will coordinate review required approvals with the Illinois Tollway (leadership and involved Departments), IDOT, and FHWA.
 - The DCM will perform annual reviews of the EOWA Project Management Plan coinciding with the annual updates to the Financial Plan. A summary of the annual review will be provided to Tollway management, and if updates are required, effort for development of an updated EOWA Project Management Plan would be proposed via a future DCM Task Order assignment (Task D).
- **EOWA Financial Plan Implementation Support:** The DCM will facilitate and support coordination with others related to other funding and in-kind services for the EOWA program. Effort will consist of: tracking and reporting of funding and in-kind contributions from other sources; review and coordination of implementation process requirements related to other funding sources; review of potential future sources and uses for other funding sources.
- **Potential Transition Plan Coordination:** The DCM will coordinate with Tollway and the CCM-OR to develop a transition plan and determine the appropriate timing for transfer of all Project Controls related scope tasks (listed above) from DCM to CCM-OR as the EOWA project nears completion of the design delivery phase for all sub-corridors, or as requested by Tollway.

2. Document Management

- The DCM will support management of project documents through the Tollway's Web Based Project Management System. The DCM will check for user compliance with the work instructions and procedures relating to its use through periodic audits.
- The DCM will maintain the EOWA project file management system, including SharePoint and ProjectWise. This management system is intended to facilitate sharing of information and collaboration amongst EOWA DSEs/DURs and other involved parties. This effort includes obtaining documents and reference materials from DSEs, the Tollway, involved agencies, and others, and uploading and maintaining this information on the EOWA SharePoint or ProjectWise sites. While information will vary by design section and

construction contract, it may include one or more of the following; Design-Phase submittals, Review Comments, Comment Dispositions, Barrier Warrant Analyses, CADD files, Meeting Minutes, Bid Documents, and Construction Addenda. This effort also includes posting and maintaining other pertinent corridor-wide information including the EOWA Master Corridor Schedule, EOWA Google Earth layers, Agency Standards, Agency Manuals, Contract Tracking Log, reference materials, contact lists, data sharing/file transfer portals, external meetings calendar and field work schedule.

- The DCM will maintain an electronic EOWA project library, including project submittals and advertised plan sets.

3. Contract Management, Quality Management and Administrative Support

- DCM team contract administration.
- DCM team internal quality management efforts related to services provided via Tasks A and B. Quality management for Task D (Task Order Services) will be covered separately via future individual Task Order proposals.
- The DCM will provide administrative support services to support EOWA design development efforts through the duration of the contract. Duties include: meeting support including scheduling, meeting agenda/materials preparation, meeting summary preparation; agency coordination support including field work coordination; DSE/DUR coordination support; filing, copying and mailing support; document management support; and other tasks related to the DCM services.

B. Corridor-Wide Design Guidance and Compliance Monitoring

The DCM will provide continuing Corridor-Wide Design Guidance and Compliance Monitoring support services for the EOWA as required to facilitate corridor-wide design consistency, to facilitate compliance with project commitments, and to secure permits and agreements from involved agencies and parties.

1. Corridor Manual and Design Guidelines Updates

- The DCM will maintain and update the EOWA Corridor Manual throughout the contract duration. Electronically-based, the EOWA Corridor Manual will provide EOWA Project-Specific Procedures, Design Guidelines and other relevant information to be used by EOWA DSEs/DURs. The Corridor Manual contents will help facilitate consistency of design and design treatments and consistency of plan development throughout the EOWA program. Additionally, information in the Corridor Manual will help facilitate fulfillment of environmental and other commitments by providing relevant information and procedures to EOWA designers.
- The DCM will facilitate identification of lessons learned through the contract duration and prepare Lessons Learned documentation. The focus will be to identify potential improvements and efficiencies and to share them with follow-on designers and contractors. The Lessons Learned will be considered a living document.

EXHIBIT G

Contract No. I-18-4700

McKissack & McKissack Midwest 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
C04-01	PM services for O'Hare Modernization	\$17,175,000.00	\$3,155,415.00	10/31/2021
C17-0001	PM Services for Cook County Public Safety	\$1,298,849.00	\$480,862.00	10/31/2019
I-18-4700	EOWA DCM	\$1,032,500.00	\$1,032,500.00	6/30/2022

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

TOTAL 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: Orion Engineers, LLC

Contract Number: I-18-4700

Proposal Date: 4/1/2019

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-18-4700

Consultant: Orion Engineers, LLC

Orion Engineers, 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		
Task A - DCM							40	40	40	40	40	40	40	240
Task B - Corridor-Wide							22	22	22	22	22	22	22	132
Task D - Task Orders							32	32	32	32	32	32	32	192
TOTALS							94	94	94	94	94	94	94	564

Grand Total Exhibit A Hours 4136

Contract Number: I-18-4700

Consultant: Orion 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		
Task A - DCM	40	40	40	40	40	40	40	40	40	40	40	40	40	480
Task B - Corridor-Wide	22	22	22	22	22	22	22	22	22	22	22	22	22	264
Task D - Task Orders	32	32	32	32	32	32	32	32	32	32	32	32	32	384
TOTALS	94	94	94	94	94	94	94	94	94	94	94	94	94	1128

Contract Number:

I-18-4700

Consultant:

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	
Task A - DCM	40	40											80
Task B - Corridor-Wide	22	22											44
Task D - Task Orders	32	32											64
TOTALS	94	94											188

Contract No.: I-18-4700

Consultant: Orion Engineers, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>4,136.00</u> (Total Work Hours from Exhibit A)	<u>\$ 50.00</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>206,800.00</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 \$ 579,040.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 10,960.00

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)

\$ 590,000.00

Contract No.: I-18-4700 **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) \$ 10,960.00

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-18-4700

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

Scope of Work

Orion Engineers, LLC

**Design Corridor Manager
Elgin O'Hare West Bypass Tollway**

**Contract No. I-18-4700
Prime Agreement**

Illinois State Toll Highway Authority

A. Design Corridor Management (DCM)

The DCM will provide Design Corridor Management services as required to advance design phase development and implementation of the EOWA program.

1. Design Reviews

- EOWA Design Review Management: The DCM will coordinate and facilitate the overall EOWA design review process with the Illinois Tollway Design Review Team as well as all involved external reviewing agencies and parties. This effort includes distribution of DSE deliverables for internal (Tollway and DCM team) and external agency reviews; tracking and compiling review comments; facilitating resolution of review issues; checking DSE comment disposition for completeness and consistency with EOWA design guidelines; facilitating final plan check meetings. This includes maintenance of the EOWA design review comment log. Individual DSEs are solely responsible for appropriately addressing design review comments from internal (Tollway and DCM) and external reviewers, and for ensuring that appropriate revisions are incorporated into final plans, specifications and estimates.
- DSE/DUR Limited Design Reviews: The DCM will perform limited reviews of DSE/DUR roadway plan submittals with a focus on the following: compliance with concept design and environmental commitments; compliance with corridor-wide design element requirements; design consistency between adjacent DSE sections and construction contracts. The DCM will coordinate DSE/DUR reviews with the CCM. Individual DSEs will be responsible for the accuracy and correctness of their respective submittals. Reviews will be performed for select disciplines only as noted below by professional staff with technical expertise in the following areas:
 - Maintenance of Traffic/Construction Staging
 - Roadway, Signing and Striping
 - Drainage & Erosion Control
 - Tolling and ITS
 - Utilities
 - Landscaping and Aesthetics
 - FAA Design Requirement Compliance
 - Railroad Design Requirement Compliance
 - Structures
 - Lighting
 - Pay Items and Specifications
 - Traffic Signals

The intent of these reviews will be to assess consistency with corridor design standards. They will not include detailed review of DSE plans, calculations, special provisions or other work products, and will not be meant to replace QA/QC procedures by the responsible DSEs. The DSEs/preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE to the DCM as a result of the DCM's limited review of DSE work products. Land Acquisition DUR Limited Reviews: For Land Acquisition DURs, the DCM will conduct limited reviews of DUR plat of acquisition submittals focused only on consistency with ROW acquisition requirements as defined by individual DSEs/DURs. It is assumed that the DCM will not be responsible for performing technical reviews of land acquisition submittals, nor of checking survey documents against Tollway checklists and legal descriptions against titles, as these reviews would be conducted by other consultants via separate contract to the Tollway.

- Field Survey SUR Limited Reviews: For Field Survey SUR deliverables, the DCM will conduct limited technical review of SUR consultant survey submittals. This consists of

checking survey documents against Tollway checklists, as well as geographic limits, datums, details and controls.

- **EUR Limited Reviews:** DCM reviews will be limited to senior-level technical reviews of ESA's for select complex investigation areas only. These limited reviews would be related to the DCM's Senior Technical Advisor Support services (see below) and would be provided at the request of the Tollway. The EUR's/preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the EUR to the DCM as a result of the DCM's limited reviews. The DCM will not perform technical reviews of typical ESA submittals; it is assumed that EUR consultants and others will be responsible for these technical reviews.
- **SUE DUR Limited Reviews:** The DCM will not conduct detailed technical reviews of SUE information provided by DURs. It is assumed that appropriate reviews will be performed by the involved DSE.
- **Geotechnical and Structural Limited Reviews:** DCM reviews will be limited to senior-level technical reviews of geotechnical investigations and structural design for select complex areas only. These limited reviews would be related to the DCM's Senior Technical Advisor Support services (see below) and would be provided at the request of the Tollway. The DSE/DUR preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE/DUR to the DCM as a result of the DCM's limited reviews.
- **DCM Technical Support During Construction:** The DCM will provide limited technical support during construction to address potential issues encountered for select disciplines. A focus of this effort will be to facilitate compliance with project commitments and regulatory requirements. It is anticipated that DCM technical support will be required for the following – landscaping, aesthetics, drainage & erosion control, AET/ITS, and signing. The CCM/CM team will be responsible for identifying issues requiring DCM technical support and coordinating as appropriate with Tollway PM's and involved DSEs.
- **Senior Technical Advisor Support:** The DCM will provide a team of Senior Technical Advisors to assist the Tollway with independent reviews of design development concepts being prepared by DSEs for select complex project elements. This team will consist of senior technical staff with expertise in complex structural and geotechnical design, railroad engineering, and environmental remediation. Senior Technical Advisors will be engaged at the request of the Tollway. The DSE preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE to the DCM as a result of the DCM's Senior Technical Advisor involvement.

2. Document Management

- The DCM will support management of project documents through the Tollway's Web Based Project Management System. The DCM will check for user compliance with the work instructions and procedures relating to its use through periodic audits.
- The DCM will maintain the EOWA project file management system, including SharePoint and ProjectWise. This management system is intended to facilitate sharing of information and collaboration amongst EOWA DSEs/DURs and other involved parties. This effort includes obtaining documents and reference materials from DSEs, the Tollway, involved agencies, and others, and uploading and maintaining this information on the EOWA SharePoint or ProjectWise sites. While information will vary by design section and construction contract, it may include one or more of the following; Design-Phase submittals, Review Comments, Comment Dispositions, Barrier Warrant Analyses, CADD files, Meeting Minutes, Bid Documents, and Construction Addenda. This effort also includes posting and maintaining other pertinent corridor-wide information including the EOWA Master Corridor Schedule, EOWA Google Earth layers, Agency Standards, Agency

Manuals, Contract Tracking Log, reference materials, contact lists, data sharing/file transfer portals, external meetings calendar and field work schedule.

- The DCM will maintain an electronic EOWA project library, including project submittals and advertised plan sets.

3. Utility Coordination

- The DCM will serve as the central point of contact for EOWA design phase utility coordination and will interface between the DSEs and the Tollway Utility Department. DCM will also facilitate direct coordination between DSEs and utilities.
- Utility Orientation: Prepare materials and presentations to affected utilities apprising them of the EOWA project and needed modification to utilities to support future corridor improvements.
- Utility Database Development and Maintenance: Manage and update the master utility database through the contract duration.
- Utility Master Plan: Manage and update the master utility plan which will serve as a guiding document for DSEs/DURs. The plan will incorporate planned utility improvements identified by providers, identify conflicts related to the EOWA improvements, and define required maintenance of service during construction. The plan will serve as the starting point for DSEs to further examine the engineering requirement of each of the affected utilities.
- Advance Relocation Requirements: Identify and facilitate resolution of advanced utility requirements or long lead items in coordination with involved DSEs/DURs, the Tollway, and involved utility owners.
- Uniform Standards and Specifications and Force Account Relocation Coordination: A variety of specification and standards will be encountered across a number of utilities. For municipal utilities, the DCM will review standards and specifications and attempt to resolve conflicting standards and establish guidance for final designers. For other utilities (to be relocated via force account), the DCM work with affected DSEs/DURs to coordinate the utility relocation requirements and schedule with each respective provider with the objective of facilitating utility relocations per schedule requirements.
- DSE Coordination: Specific utility-oriented meetings will be held with DSEs/DURs for the duration of the contract to exchange information that affects the development of utility design requirements and phasing requirements. These meetings are in addition to other DSE coordination itemized in other tasks. These meeting provide a focused dialogue on the subject of utilities and will be used to convey utility provider data and information, address maintenance of service issues, identify temporary facility needs, and reconcile standards and specification requirements.
- Field Oversight: The DCM will not provide field oversight services during construction; it is anticipated that others will provide these services via separate contract to the Tollway. However, as projects transition from design phase to construction phase, the DCM will coordinate with the CCM to help transition responsibility for facilitating and monitoring utility relocations and utility service connections. This transition will include providing the CCM a summary of utility coordination to date, primary points of contact at respective utilities, executed work orders and relocation plans, and new service locations and load requirements. Once utility work is under construction, DCM will no longer be primary point of contact for utility coordination.
- Utility Service Connections: The DCM will maintain a log of utility service connections for new electrical and gas services. Key utility service connection information will be tracked including service connection locations, points of contact, and service need dates. This information will be conveyed to the CCM as contract NTP approaches so utility coordination may continue through construction.
- Coordination with Utilities: The DCM will lead and facilitate ongoing direct coordination with utility owners through the duration of the DCM contract. For budgeting purposes, it is assumed that up to 30 meetings will be required annually. Coordination with the utilities presumes service agreements would be established to reimburse utilities for appropriate

services and costs via agreement. The DCM will provide required assistance to the Tollway to support development of utility agreements and execution of utility work orders. Costs for these utility agreements/relocations are assumed to be covered via separate Tollway contracts or agreements.

4. DSE/DUR/SUR/EUR Project Management

- The DCM will provide project management services and serve as single point of contact for DSE contracts per requirements outlined in Tollway design management procedures .
- DSE/DUR Project Management Support:
 - Provide support during the DSE/DUR contracting phase. Services may include assistance with development of the scope of services and schedule. It is assumed that Tollway staff will lead the overall contract negotiation effort. For DUR contracts, support services will include maintaining an overall inventory of EOWA program task order assignments.
 - Provide guidance to DSEs/DURs during initiation and development of design services to facilitate consistency with corridor-wide design requirements, including identification of special conditions and details based on issues identified through the concept design development process. This includes maintenance of a corridor decision log.
 - Serve as primary point-of-contact and liaison for coordination of design-phase issues with external agencies and stakeholders as required to support the Tollway PM.
 - Provide design review and coordination support to the Tollway PM including providing limited, focused reviews of key deliverables at milestones to check that contract and key design requirements are met. Particular attention will be focused on checking deliverables and comment dispositions for compliance with external agency comments, and for providing input to DSEs for common and reoccurring Tollway review comments. This is in addition to the Design Review effort described in Task A.2.
 - Monitor DSE/DUR progress for EOWA program budget and schedule compliance.
 - Provide support pertaining to contract bid preparation, including preparation of contract liquidated damage calculations, and preparation of corridor special provisions.
 - Support the Tollway PM in coordinating with the Tollway's Contract Services Department during the EOWA contract advertisement and bid phase. This consists of: transmitting DSE submittals (DSEs are responsible for submitting bid documents to the DCM in conformance with schedule requirements); preparing the Advertisement for Sealed Bids (A-1) page; Advertisement Authorization Document and associated memos. Also included is coordination with Tollway Contract Services Department with respect to submittal and processing of Contract Addenda, including review of DSE addenda submittals. The DCM will coordinate with DSEs during the bid phase including coordination of responses to bid inquiries. The DCM will attend and, as required, chair pre-bid meetings.
- SUR Project Management Support:
 - Maintain a comprehensive database of field surveys for the EOWA project. This database will serve as a compilation of data and documentation pertaining to EOWA field survey data, included data compiled through the concept design development and subsequent final design efforts.
 - Coordinate field survey requirements and information with individual DSEs through the design development process. This includes providing available survey data to DSEs.
- Geotechnical DUR Project Management Support:
 - Maintain a comprehensive database of geotechnical data, investigations, and reports for the EOWA project. This database will serve as a compilation of geotechnical data and documentation, included data compiled to date through the

- concept design development, as well as remaining geotechnical investigations/reports to be compiled through final design.
 - Coordinate geotechnical engineering requirements and information with individual DSEs through the design development process. This includes providing available geotechnical data and reports to DSEs, as well as necessary coordination with geotechnical DUR consultants.
- SUE DUR Project Management Support:
 - The DCM will assist the Tollway's SUE DUR Project Manager by reviewing EOWA SUE requests for reasonableness and redundancy prior to such request being sent to the Tollways SUE DUR contractor.
- EUR Project Management Support:
 - The DCM will assist the Tollway's EUR Project Manager with development of the scope of services and schedule for environmental site assessment (ESA) services.
 - Provide guidance to EURs during initiation and delivery of services to facilitate consistency with corridor-wide requirements and to transfer relevant information developed through prior project development efforts.
 - Facilitate coordination between the EUR and other involved members of the EOWA team, including DSEs/DURs and the EOWA Land Acquisition team.
- Administrative support for DSE/DUR/SUR/EUR Project Management is covered separately in Task A.11. Limited technical reviews of DSE/DUR/SUR/EUR submittals are covered separately in Task A.02.

5. Construction Engineering Coordination

- In consultation with the CCM-OR, coordinate construction issues as they relate to design work being performed by DSEs on the corridor through design development and construction through the duration of the DCM contract. The DCM will monitor constructability issues within the corridor to assist in the identification, awareness, and resolution of similar type items during the development of plans by individual DSEs.
- Perform independent design constructability reviews of DSE plan submittals in compliance with Tollway Constructability Review Guidelines. The DCM will perform constructability reviews at the direction of the Tollway PM.
- The DCM will provide limited support to address select design issues and questions encountered during construction. It is anticipated that DCM support will be limited to the following: AET/ITS, drainage, regulatory issues, landscaping and aesthetics, signing, and project commitments. It is assumed that any design related issues encountered during construction will be identified and addressed by the CCM/CM team and involved DSEs via the Tollway RFI process, with the DCM providing limited support as described above. Effort for review and resolution of these issues is provided separately via Task A.02.

6. Contract Management, Quality Management and Administrative Support

- DCM team contract administration.
- DCM team internal quality management efforts related to services provided via Tasks A and B. Quality management for Task D (Task Order Services) will be covered separately via future individual Task Order proposals.
- The DCM will provide administrative support services to support EOWA design development efforts through the duration of the contract. Duties include: meeting support including scheduling, meeting agenda/materials preparation, meeting summary preparation; agency coordination support including field work coordination; DSE/DUR coordination support; filing, copying and mailing support; document management support; and other tasks related to the DCM services.

B. Corridor-Wide Design Guidance and Compliance Monitoring

The DCM will provide continuing Corridor-Wide Design Guidance and Compliance Monitoring support services for the EOWA as required to facilitate corridor-wide design consistency, to facilitate compliance with project commitments, and to secure permits and agreements from involved agencies and parties.

1. Corridor Manual and Design Guidelines Updates

- The DCM will maintain and update the EOWA Corridor Manual throughout the contract duration. Electronically-based, the EOWA Corridor Manual will provide EOWA Project-Specific Procedures, Design Guidelines and other relevant information to be used by EOWA DSEs/DURs. The Corridor Manual contents will help facilitate consistency of design and design treatments and consistency of plan development throughout the EOWA program. Additionally, information in the Corridor Manual will help facilitate fulfillment of environmental and other commitments by providing relevant information and procedures to EOWA designers.
- The DCM will facilitate identification of lessons learned through the contract duration and prepare Lessons Learned documentation. The focus will be to identify potential improvements and efficiencies and to share them with follow-on designers and contractors. The Lessons Learned will be considered a living document.

2. Corridor-Wide Concept Design Element Updates

- The DCM will maintain and update corridor-wide concept design for select elements of the EOWA program as required to provide design guidance to individual DSEs. This effort will be focused on select design disciplines and elements as described below.
- Signing and Sign Fabrication Inventory Management: The DCM will maintain and periodically update a corridor-wide signing concept plan. This plan will provide required guidance to DSEs/DURs related to interim and final signing plan requirements for the EOWA. The DCM will also maintain and update a corridor-wide sign panel inventory and associated sign fabrication requirements and will facilitate related coordination with the Tollway Sign Fabrication Shop.
- Construction Staging/MOT: The DCM will maintain and periodically update EOWA Construction Staging and Traffic Management concept exhibits. These exhibits are intended to facilitate management of traffic through the project during the construction phase, and facilitate coordination of construction staging between adjacent construction sections.
- Drainage: The DCM will maintain sub watershed drainage design awareness for key design criteria (including detention, water quality volume, compensatory storage, and major system elements) in order to support coordination of adjacent DSE contracts and to meet overall corridor design objectives. The DCM will provide corridor drainage concept design for select portions of the corridor as required to address key design issues prior to initiation of final design efforts. The DCM will issue and prepare corridor wide direction via updates of the Corridor Manual to DSEs for the purposes of communicating lessons learned or changes in corridor policy/direction.
- Earthwork Management: The DCM will maintain an EOWA Earthwork Management program throughout the contract duration. This EOWA Earthwork Management Program will be regularly updated based on earthwork estimates obtained from EOWA DSEs following milestone plan submittals
- Construction Materials Inventory: The DCM will review construction material requirements through the duration of the DCM contract. This effort will be coordinated with the Tollway for compatibility with program-wide estimating and material requirements.
- Aesthetics: As a continuation of integration of the overall EOWA aesthetic design concept into project design development process, the DCM will provide continued corridor-wide design guidance related to aesthetic design elements. The DCM will identify, document and develop aesthetic design concepts for the Western Access corridor. This will include

preparation of related drawings and rendering, as well as coordination and review with the Tollway and other involved stakeholders. Updated aesthetic design guidelines will be developed and provided to DSEs/DURs, coordinated for approval as appropriate with involved agencies as part of the EOWA design review coordination process (see Task A.2) and Intergovernmental Agreement process (see Task B.4).

- Animations/Photo Simulations/Project Videos: Prepare artist renderings of elements such as new interchanges, economic development, environmental features, or animations/videos of the EOWA including voiceovers.
- ITS: The DCM will update the EOWA maps showing locations of the Tollway tolling infrastructure within the corridor. This will include locations of plazas, above and below ground infrastructure and other required elements.
- Lighting: The DCM will update the EOWA maps showing locations of lighting and the different pole height locations throughout the corridor.
- Maintenance: The DCM will update the EOWA maps to allow Tollway maintenance clear locations of Tollway facilities and infrastructure.
- Structure Inventory Map: The DCM will maintain the EOWA structure inventory. This will include obtaining structure numbers from IDOT and Tollway for required structures. Updates will be sent to the Tollway for their records and provided to DSEs/DURs.
- Railroad: The DCM will maintain corridor wide changes to railroad interface locations. This will include locations of crossings, track shifts, drainage and other required disciplines.
- Right-Of-Way: The DCM will maintain corridor wide plats and provided updates to DSEs/DURs.
- Airport Utilities: The DCM will maintain EOWA design of deep foundations and utilities proposed on airport property in coordination with the Office of Underground Coordination.

D. Task Order Requests

The DCM will perform miscellaneous Task Order Services as requested by the Illinois Tollway to support development and implementation of the EOWA program in compliance with overall schedule and regulatory requirements.

EXHIBIT G

Contract No. I-18-4700

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	\$40,279.00	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	\$645,965.00	12/31/2021
I-17-4676	EOWA North System Interchange Design	\$401,940.00	\$362,524.00	2/28/2020
I-16-4274	Reagan Memorial IL 47 Interchange	\$51,328.00	\$200.00	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	\$47,363.00	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	\$179,221.00	12/31/2020
I-17-4298	Tri-State Reconstruction, Design	\$225,000.00	\$155,389.00	12/31/2020
I-17-4304	Tri-State Tollway, DUR	\$150,213.20	\$101,425.00	12/31/2019
I-17-4307	Tri-State Advanced ITS Relocation	\$63,471.00	\$10,797.00	1/31/2019
I-17-4311	Tri-State Geotechnical Upon Request	\$500,000.00	\$479,342.00	12/31/2021
I-17-4681	EOWA IL 19 Interchange, CM	TBD	TDB	TBD
RR-17-4313	Reagan Memorial Rehab, Design	\$48,000.00	\$12,616.00	12/31/2018
RR-18-4383	Tri-State Tollway, Phase I Upon Request	\$250,000.00	\$248,668.00	12/31/2020
RR-18-9016	Systemwide CUR, Non-Roadway	\$125,000.00	\$125,000.00	12/31/2020
I-18-4411	Mile Long Bridge CM	\$602,963.22	\$602,963.22	5/1/2023
I-18-4415	Utility Location Upon Request	\$30,000.00	\$30,000.00	2/1/2022
I-18-4420	I-294 and I-57 CM	TBD	TDB	TBD
RR-18-4382	Stearns School Rd Bridge CM	TBD	TDB	TBD
I-18-4700	EOWA Design Corridor Manager (DCM)	\$590,000.00	\$590,000.00	12/31/2022

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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	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: Primera Engineers, Ltd.

Contract Number: I-18-4700

Proposal Date: 4/1/2019

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-18-4700

Consultant:

Primera Engineers, 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	10040	1010
Task A – DCM							170	160	170	170	170	170	170	170
Task B – Corridor – Wide							125	125	125	125	125	125	125	125
TOTALS							295	285	295	295	295	295	295	1760

Contract Number:

I-18-4700

Consultant:

Primera Engineers, 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		
Task A – DCM	160	190	200	200	200	200	200	180	200	200	200	200	200	2330
Task B – Corridor – Wide	120	140	140	140	140	140	140	130	140	140	140	140	140	1650
TOTALS	280	330	340	340	340	340	340	310	340	340	340	340	340	3980

Contract Number: _____

I-18-4700

Consultant: _____

Primera Engineers, 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		
Task A – DCM	180	190	200	200	200	200	200	180	200	200	200	200	200	2350
Task B – Corridor – Wide	120	140	140	140	140	140	140	130	140	140	140	140	140	1650
TOTALS	300	330	340	340	340	340	340	310	340	340	340	340	340	4000

Contract Number: _____

I-18-4700

Consultant: _____

Primera Engineers, 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		
Task A – DCM	180													180
Task B – Corridor – Wide	120													120
TOTALS	300													300

Contract No.: I-18-4700 **Consultant:** Primera Engineers, 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) \$ 45,680.80

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-18-4700

Consultant: Primera Engineers, 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: Michael E. Belczak

Classification: Mechanical Engineer

Name: Lourdes M. Gonzalez

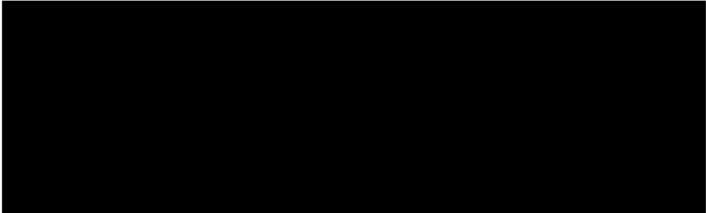
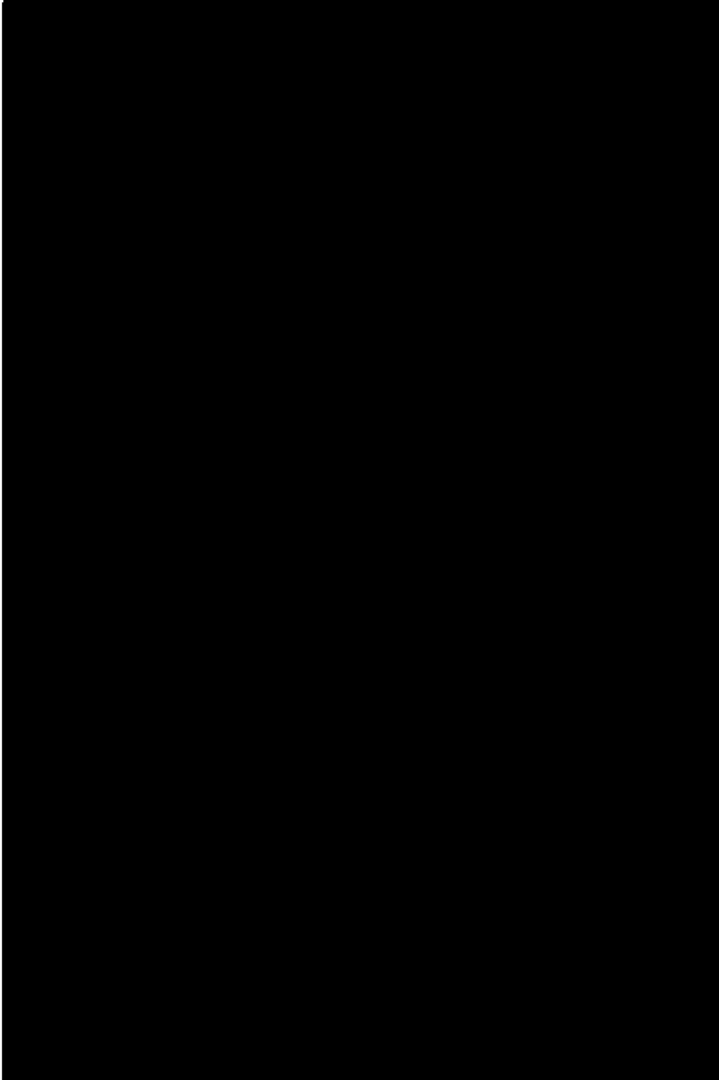
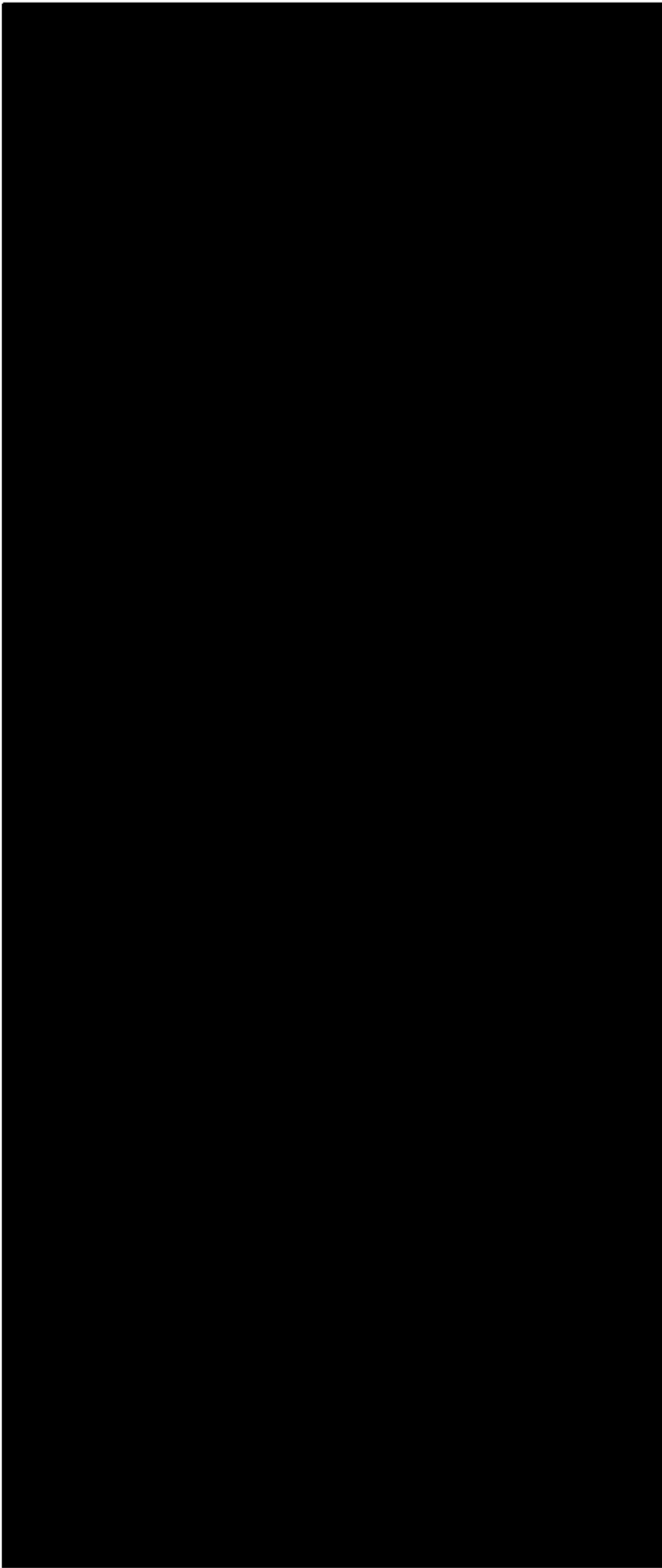
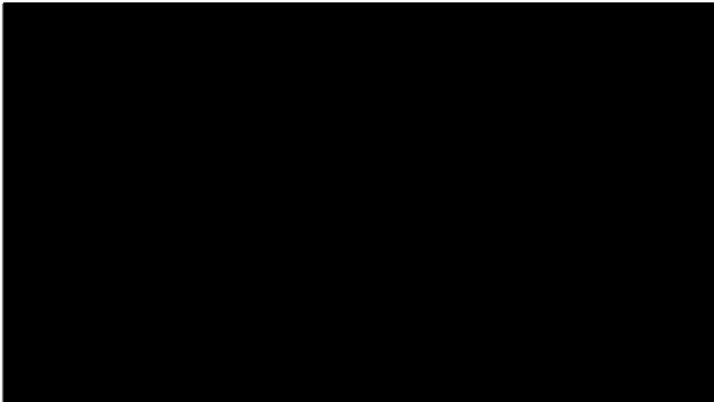
Classification: Architectural Consulting

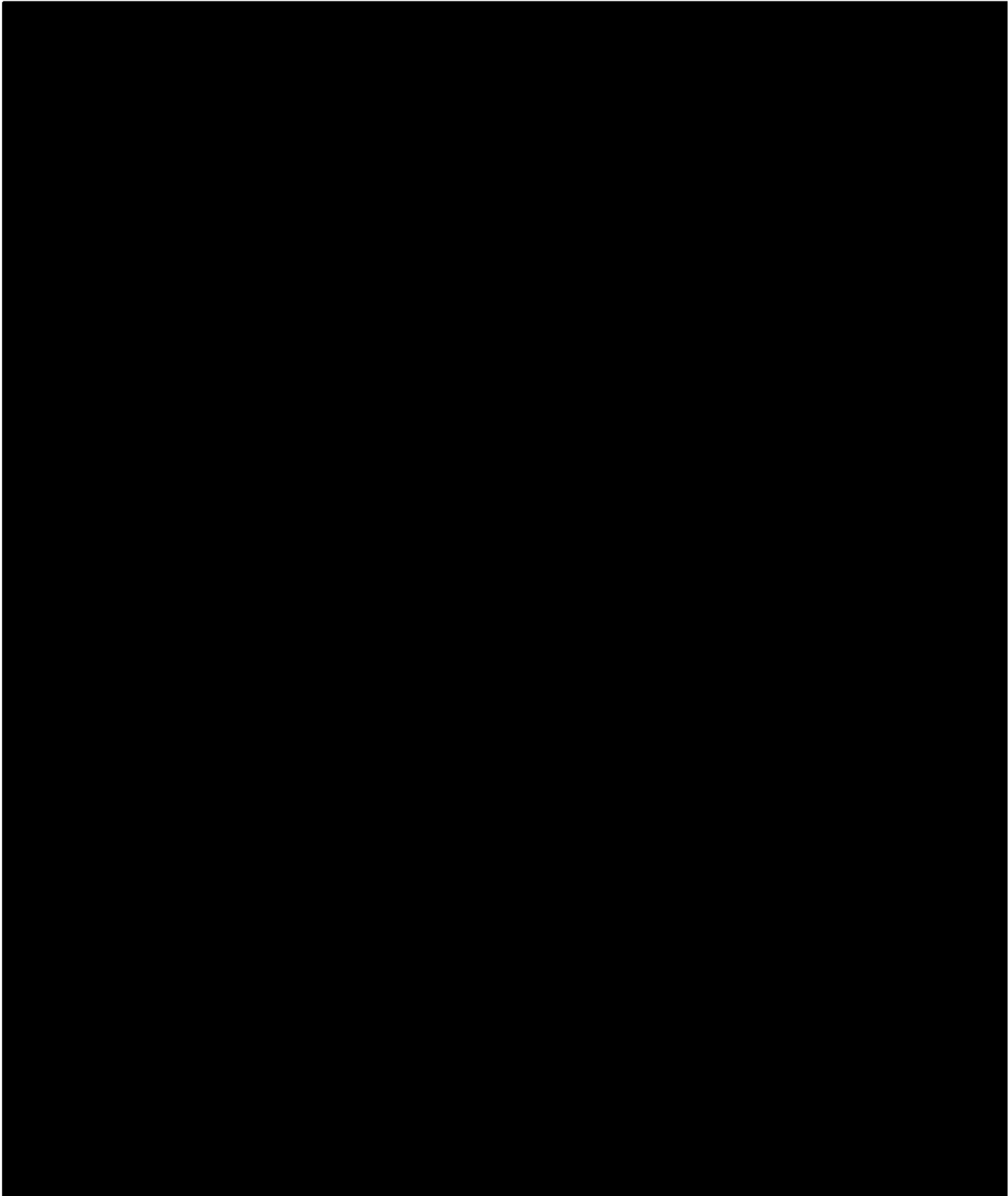
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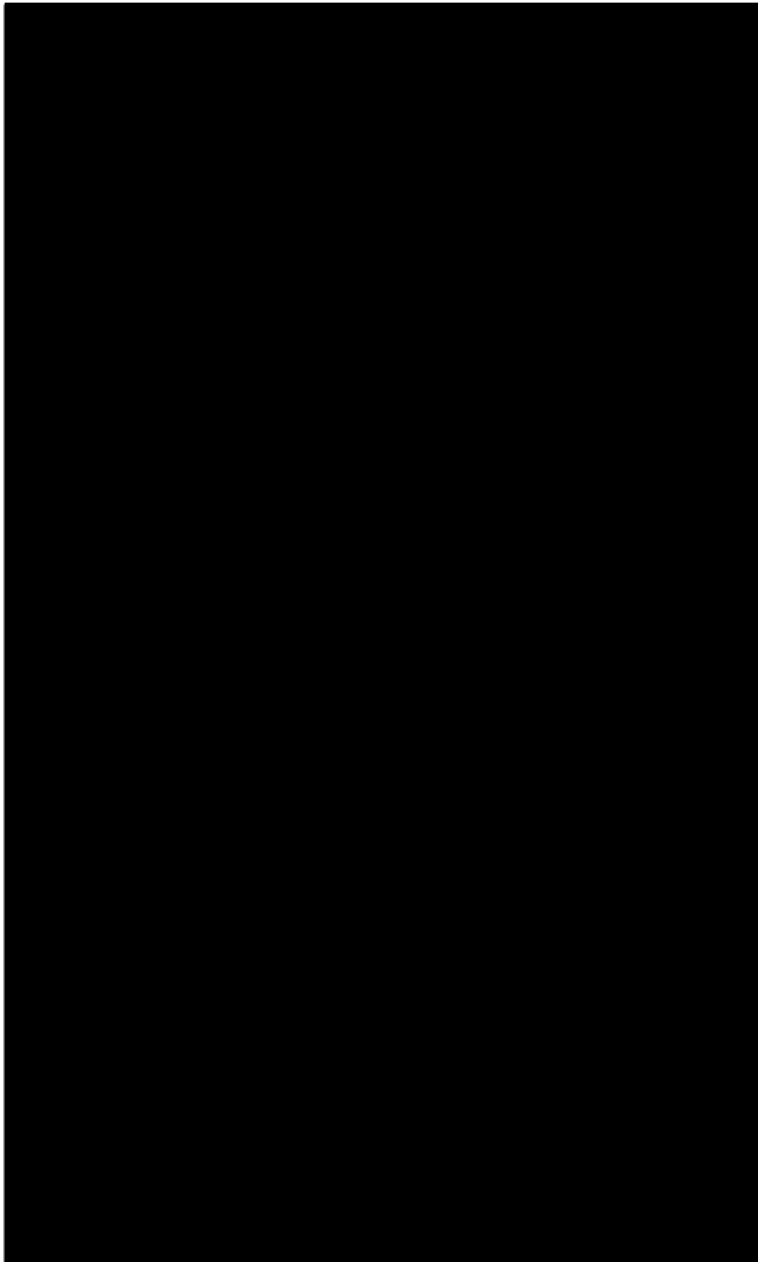
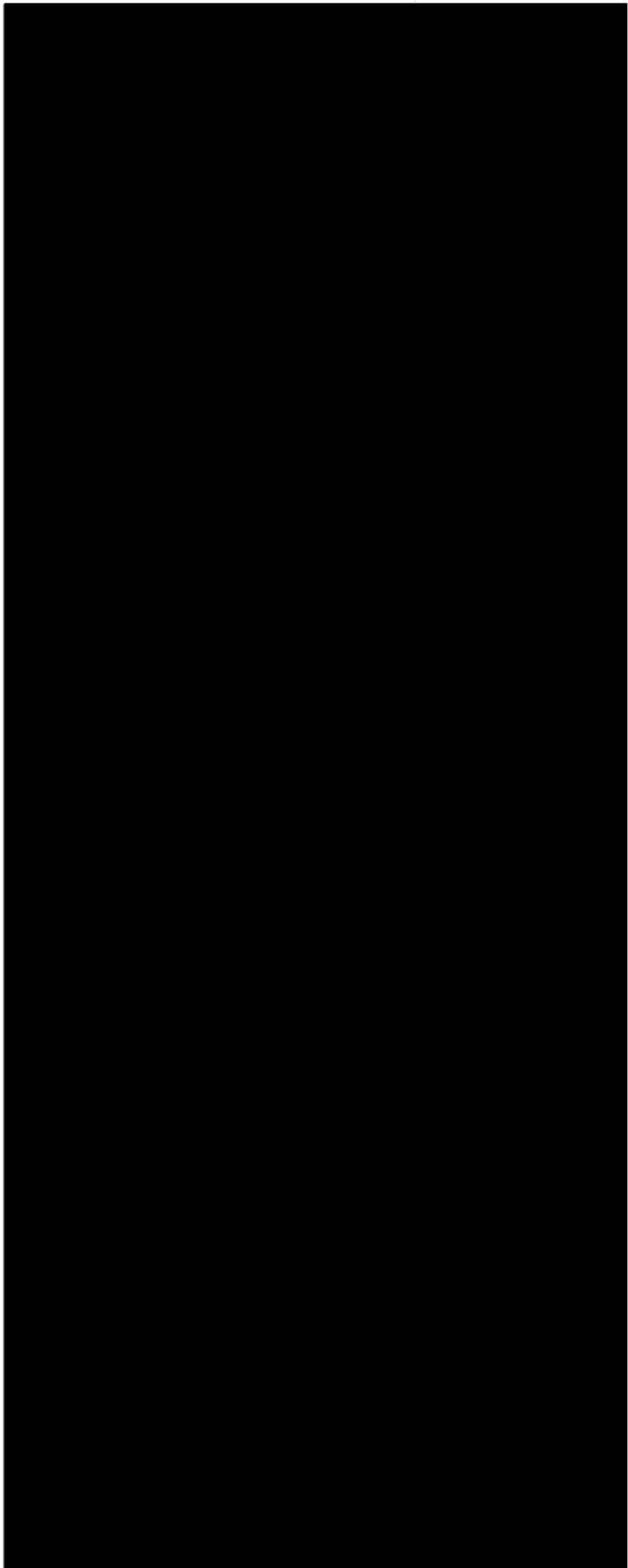
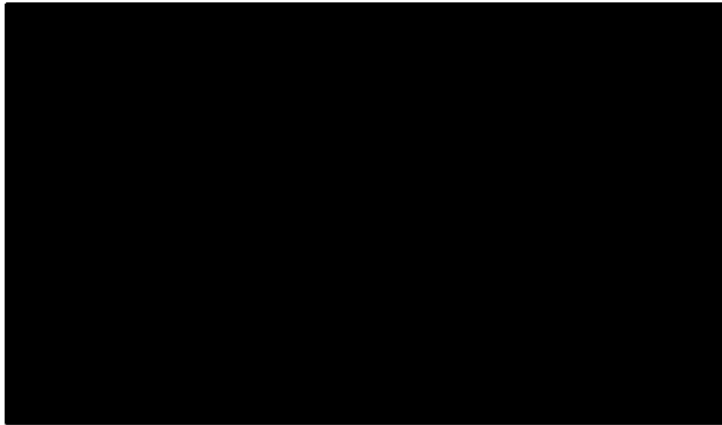
Classification: _____

Name: _____

Classification: _____







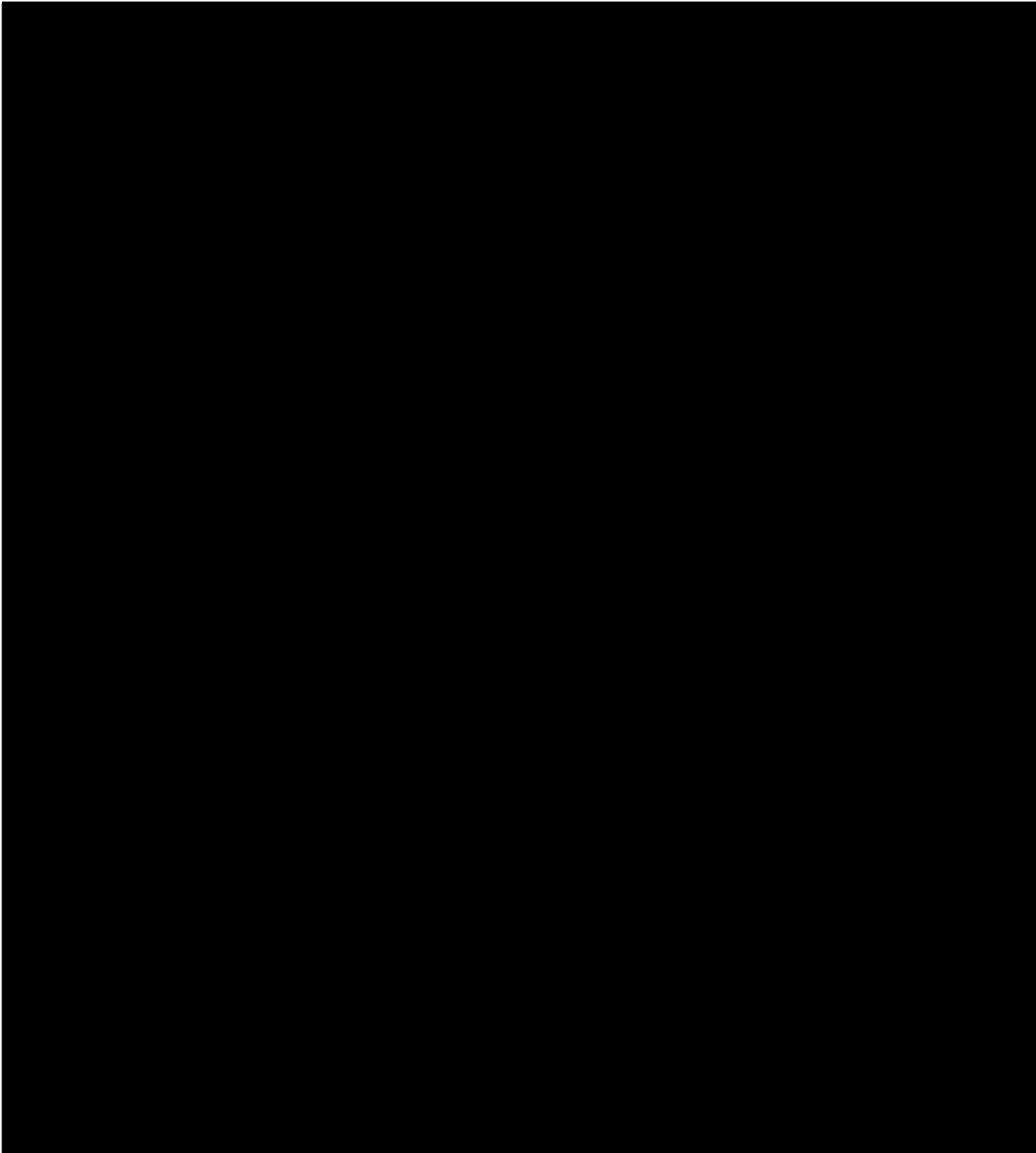


Exhibit F

Scope of Work

Primera Engineers, Ltd.

**Design Corridor Manager
Elgin O'Hare West Bypass Tollway**

**Contract No. I-18-4700
Prime Agreement**

Illinois State Toll Highway Authority

A. Design Corridor Management (DCM)

The DCM will provide Design Corridor Management services as required to advance design phase development and implementation of the EOWA program.

1. Design Reviews

- EOWA Design Review Management: The DCM will coordinate and facilitate the overall EOWA design review process with the Illinois Tollway Design Review Team as well as all involved external reviewing agencies and parties. This effort includes distribution of DSE deliverables for internal (Tollway and DCM team) and external agency reviews; tracking and compiling review comments; facilitating resolution of review issues; checking DSE comment disposition for completeness and consistency with EOWA design guidelines; facilitating final plan check meetings. This includes maintenance of the EOWA design review comment log. Individual DSEs are solely responsible for appropriately addressing design review comments from internal (Tollway and DCM) and external reviewers, and for ensuring that appropriate revisions are incorporated into final plans, specifications and estimates.
- DSE/DUR Limited Design Reviews: The DCM will perform limited reviews of DSE/DUR roadway plan submittals with a focus on the following: compliance with concept design and environmental commitments; compliance with corridor-wide design element requirements; design consistency between adjacent DSE sections and construction contracts. The DCM will coordinate DSE/DUR reviews with the CCM. Individual DSEs will be responsible for the accuracy and correctness of their respective submittals. Reviews will be performed for select disciplines only as noted below by professional staff with technical expertise in the following areas:
 - Maintenance of Traffic/Construction Staging
 - Roadway, Signing and Striping
 - Drainage & Erosion Control
 - Tolling and ITS
 - Utilities
 - Landscaping and Aesthetics
 - FAA Design Requirement Compliance
 - Railroad Design Requirement Compliance
 - Structures
 - Lighting
 - Pay Items and Specifications
 - Traffic Signals

The intent of these reviews will be to assess consistency with corridor design standards. They will not include detailed review of DSE plans, calculations, special provisions or other work products, and will not be meant to replace QA/QC procedures by the responsible DSEs. The DSEs/preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE to the DCM as a result of the DCM's limited review of DSE work products. Land Acquisition DUR Limited Reviews: For Land Acquisition DURs, the DCM will conduct limited reviews of DUR plat of acquisition submittals focused only on consistency with ROW acquisition requirements as defined by individual DSEs/DURs. It is assumed that the DCM will not be responsible for performing technical reviews of land acquisition submittals, nor of checking survey documents against Tollway checklists and legal descriptions against titles, as these reviews would be conducted by other consultants via separate contract to the Tollway.

- Field Survey SUR Limited Reviews: For Field Survey SUR deliverables, the DCM will conduct limited technical review of SUR consultant survey submittals. This consists of

checking survey documents against Tollway checklists, as well as geographic limits, datums, details and controls.

- **EUR Limited Reviews:** DCM reviews will be limited to senior-level technical reviews of ESA's for select complex investigation areas only. These limited reviews would be related to the DCM's Senior Technical Advisor Support services (see below) and would be provided at the request of the Tollway. The EUR's/preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the EUR to the DCM as a result of the DCM's limited reviews. The DCM will not perform technical reviews of typical ESA submittals; it is assumed that EUR consultants and others will be responsible for these technical reviews.
- **SUE DUR Limited Reviews:** The DCM will not conduct detailed technical reviews of SUE information provided by DURs. It is assumed that appropriate reviews will be performed by the involved DSE.
- **Geotechnical and Structural Limited Reviews:** DCM reviews will be limited to senior-level technical reviews of geotechnical investigations and structural design for select complex areas only. These limited reviews would be related to the DCM's Senior Technical Advisor Support services (see below) and would be provided at the request of the Tollway. The DSE/DUR preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE/DUR to the DCM as a result of the DCM's limited reviews.
- **DCM Technical Support During Construction:** The DCM will provide limited technical support during construction to address potential issues encountered for select disciplines. A focus of this effort will be to facilitate compliance with project commitments and regulatory requirements. It is anticipated that DCM technical support will be required for the following – landscaping, aesthetics, drainage & erosion control, AET/ITS, and signing. The CCM/CM team will be responsible for identifying issues requiring DCM technical support and coordinating as appropriate with Tollway PM's and involved DSEs.
- **Senior Technical Advisor Support:** The DCM will provide a team of Senior Technical Advisors to assist the Tollway with independent reviews of design development concepts being prepared by DSEs for select complex project elements. This team will consist of senior technical staff with expertise in complex structural and geotechnical design, railroad engineering, and environmental remediation. Senior Technical Advisors will be engaged at the request of the Tollway. The DSE preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE to the DCM as a result of the DCM's Senior Technical Advisor involvement.

2. Agency Coordination

- Prepare for and participate in monthly coordination meetings pertaining to the EOWA with Tollway project Leadership including the Tollway, PMO, CCM/OR during the contract duration. Effort includes preparation of meeting agendas, handouts, and associated supporting materials.
- Prepare EOWA Briefing Reports for Tollway Executive Leadership, officials, and stakeholders.
- Prepare for and participate in meetings with Tollway Departments and key technical staff pertaining to the EOWA. This includes preparation of meeting agendas and materials, chairing coordination meetings, and soliciting required input to the design development process.
- Provide design coordination of the EOWA with O'Hare Airport interests, including facilitating coordination with FAA, Chicago Department of Aviation, and the O'Hare Modernization Program. Effort for preparation of associated agreements is included separately in Task B.4.

- Provide design coordination of the EOWA with involved rail operators and agencies including the Federal Railroad Administration (FRA), Illinois Commerce Commission (ICC), Metra, the CP Railroad and the UP railroad. This design coordination will be routed through the Tollway and CCM/OR. The DCM will not be in direct contact with railroads and associated agencies.
- Provide ongoing design coordination of the EOWA with involved agencies including IDOT, county, municipal, and transit agencies. This includes facilitating coordination with the IDOT Detour Committee, participating in agency standing meetings, facilitating coordination required for development and approval of interagency agreements (see Task B.04), and conducting one-on-one working meetings to address agency-specific issues.
- Coordinate interface of EOWA projects with construction programs of other agencies to identify and coordinate potential conflicts with EOWA schedule.
- Coordination with regulatory agencies pertaining to permitting is contained separately in Task B.03.

3. Document Management

- The DCM will support management of project documents through the Tollway's Web Based Project Management System. The DCM will check for user compliance with the work instructions and procedures relating to its use through periodic audits.
- The DCM will maintain the EOWA project file management system, including SharePoint and ProjectWise. This management system is intended to facilitate sharing of information and collaboration amongst EOWA DSEs/DURs and other involved parties. This effort includes obtaining documents and reference materials from DSEs, the Tollway, involved agencies, and others, and uploading and maintaining this information on the EOWA SharePoint or ProjectWise sites. While information will vary by design section and construction contract, it may include one or more of the following; Design-Phase submittals, Review Comments, Comment Dispositions, Barrier Warrant Analyses, CADD files, Meeting Minutes, Bid Documents, and Construction Addenda. This effort also includes posting and maintaining other pertinent corridor-wide information including the EOWA Master Corridor Schedule, EOWA Google Earth layers, Agency Standards, Agency Manuals, Contract Tracking Log, reference materials, contact lists, data sharing/file transfer portals, external meetings calendar and field work schedule.
- The DCM will maintain an electronic EOWA project library, including project submittals and advertised plan sets.

4. Utility Coordination

- The DCM will serve as the central point of contact for EOWA design phase utility coordination and will interface between the DSEs and the Tollway Utility Department. DCM will also facilitate direct coordination between DSEs and utilities.
- Utility Orientation: Prepare materials and presentations to affected utilities apprising them of the EOWA project and needed modification to utilities to support future corridor improvements.
- Utility Database Development and Maintenance: Manage and update the master utility database through the contract duration.
- Utility Master Plan: Manage and update the master utility plan which will serve as a guiding document for DSEs/DURs. The plan will incorporate planned utility improvements identified by providers, identify conflicts related to the EOWA improvements, and define required maintenance of service during construction. The plan will serve as the starting point for DSEs to further examine the engineering requirement of each of the affected utilities.
- Advance Relocation Requirements: Identify and facilitate resolution of advanced utility requirements or long lead items in coordination with involved DSEs/DURs, the Tollway, and involved utility owners.
- Uniform Standards and Specifications and Force Account Relocation Coordination: A variety of specification and standards will be encountered across a number of utilities. For

municipal utilities, the DCM will review standards and specifications and attempt to resolve conflicting standards and establish guidance for final designers. For other utilities (to be relocated via force account), the DCM work with affected DSEs/DURs to coordinate the utility relocation requirements and schedule with each respective provider with the objective of facilitating utility relocations per schedule requirements.

- **DSE Coordination:** Specific utility-oriented meetings will be held with DSEs/DURs for the duration of the contract to exchange information that affects the development of utility design requirements and phasing requirements. These meetings are in addition to other DSE coordination itemized in other tasks. These meeting provide a focused dialogue on the subject of utilities and will be used to convey utility provider data and information, address maintenance of service issues, identify temporary facility needs, and reconcile standards and specification requirements.
- **Field Oversight:** The DCM will not provide field oversight services during construction; it is anticipated that others will provide these services via separate contract to the Tollway. However, as projects transition from design phase to construction phase, the DCM will coordinate with the CCM to help transition responsibility for facilitating and monitoring utility relocations and utility service connections. This transition will include providing the CCM a summary of utility coordination to date, primary points of contact at respective utilities, executed work orders and relocation plans, and new service locations and load requirements. Once utility work is under construction, DCM will no longer be primary point of contact for utility coordination.
- **Utility Service Connections:** The DCM will maintain a log of utility service connections for new electrical and gas services. Key utility service connection information will be tracked including service connection locations, points of contact, and service need dates. This information will be conveyed to the CCM as contract NTP approaches so utility coordination may continue through construction.
- **Coordination with Utilities:** The DCM will lead and facilitate ongoing direct coordination with utility owners through the duration of the DCM contract. For budgeting purposes, it is assumed that up to 30 meetings will be required annually. Coordination with the utilities presumes service agreements would be established to reimburse utilities for appropriate services and costs via agreement. The DCM will provide required assistance to the Tollway to support development of utility agreements and execution of utility work orders. Costs for these utility agreements/relocations are assumed to be covered via separate Tollway contracts or agreements.

5. DSE/DUR/SUR/EUR Project Management

- The DCM will provide project management services and serve as single point of contact for DSE contracts per requirements outlined in Tollway design management procedures .
- **DSE/DUR Project Management Support:**
 - Provide support during the DSE/DUR contracting phase. Services may include assistance with development of the scope of services and schedule. It is assumed that Tollway staff will lead the overall contract negotiation effort. For DUR contracts, support services will include maintaining an overall inventory of EOWA program task order assignments.
 - Provide guidance to DSEs/DURs during initiation and development of design services to facilitate consistency with corridor-wide design requirements, including identification of special conditions and details based on issues identified through the concept design development process. This includes maintenance of a corridor decision log.
 - Serve as primary point-of-contact and liaison for coordination of design-phase issues with external agencies and stakeholders as required to support the Tollway PM.
 - Provide design review and coordination support to the Tollway PM including providing limited, focused reviews of key deliverables at milestones to check that contract and key design requirements are met. Particular attention will be focused

on checking deliverables and comment dispositions for compliance with external agency comments, and for providing input to DSEs for common and reoccurring Tollway review comments. This is in addition to the Design Review effort described in Task A.2.

- Monitor DSE/DUR progress for EOWA program budget and schedule compliance.
- Provide support pertaining to contract bid preparation, including preparation of contract liquidated damage calculations, and preparation of corridor special provisions.
- Support the Tollway PM in coordinating with the Tollway's Contract Services Department during the EOWA contract advertisement and bid phase. This consists of: transmitting DSE submittals (DSEs are responsible for submitting bid documents to the DCM in conformance with schedule requirements); preparing the Advertisement for Sealed Bids (A-1) page; Advertisement Authorization Document and associated memos. Also included is coordination with Tollway Contract Services Department with respect to submittal and processing of Contract Addenda, including review of DSE addenda submittals. The DCM will coordinate with DSEs during the bid phase including coordination of responses to bid inquiries. The DCM will attend and, as required, chair pre-bid meetings.
- SUR Project Management Support:
 - Maintain a comprehensive database of field surveys for the EOWA project. This database will serve as a compilation of data and documentation pertaining to EOWA field survey data, included data compiled through the concept design development and subsequent final design efforts.
 - Coordinate field survey requirements and information with individual DSEs through the design development process. This includes providing available survey data to DSEs.
- Geotechnical DUR Project Management Support:
 - Maintain a comprehensive database of geotechnical data, investigations, and reports for the EOWA project. This database will serve as a compilation of geotechnical data and documentation, included data compiled to date through the concept design development, as well as remaining geotechnical investigations/reports to be compiled through final design.
 - Coordinate geotechnical engineering requirements and information with individual DSEs through the design development process. This includes providing available geotechnical data and reports to DSEs, as well as necessary coordination with geotechnical DUR consultants.
- SUE DUR Project Management Support:
 - The DCM will assist the Tollway's SUE DUR Project Manager by reviewing EOWA SUE requests for reasonableness and redundancy prior to such request being sent to the Tollways SUE DUR contractor.
- EUR Project Management Support:
 - The DCM will assist the Tollway's EUR Project Manager with development of the scope of services and schedule for environmental site assessment (ESA) services.
 - Provide guidance to EURs during initiation and delivery of services to facilitate consistency with corridor-wide requirements and to transfer relevant information developed through prior project development efforts.
 - Facilitate coordination between the EUR and other involved members of the EOWA team, including DSEs/DURs and the EOWA Land Acquisition team.
- Administrative support for DSE/DUR/SUR/EUR Project Management is covered separately in Task A.11. Limited technical reviews of DSE/DUR/SUR/EUR submittals are covered separately in Task A.02.

6. Contract Management, Quality Management and Administrative Support

- DCM team contract administration.

- DCM team internal quality management efforts related to services provided via Tasks A and B. Quality management for Task D (Task Order Services) will be covered separately via future individual Task Order proposals.
- The DCM will provide administrative support services to support EOWA design development efforts through the duration of the contract. Duties include: meeting support including scheduling, meeting agenda/materials preparation, meeting summary preparation; agency coordination support including field work coordination; DSE/DUR coordination support; filing, copying and mailing support; document management support; and other tasks related to the DCM services.

B. Corridor-Wide Design Guidance and Compliance Monitoring

The DCM will provide continuing Corridor-Wide Design Guidance and Compliance Monitoring support services for the EOWA as required to facilitate corridor-wide design consistency, to facilitate compliance with project commitments, and to secure permits and agreements from involved agencies and parties.

1. Corridor Manual and Design Guidelines Updates

- The DCM will maintain and update the EOWA Corridor Manual throughout the contract duration. Electronically-based, the EOWA Corridor Manual will provide EOWA Project-Specific Procedures, Design Guidelines and other relevant information to be used by EOWA DSEs/DURs. The Corridor Manual contents will help facilitate consistency of design and design treatments and consistency of plan development throughout the EOWA program. Additionally, information in the Corridor Manual will help facilitate fulfillment of environmental and other commitments by providing relevant information and procedures to EOWA designers.
- The DCM will facilitate identification of lessons learned through the contract duration and prepare Lessons Learned documentation. The focus will be to identify potential improvements and efficiencies and to share them with follow-on designers and contractors. The Lessons Learned will be considered a living document.

2. Corridor-Wide Concept Design Element Updates

- The DCM will maintain and update corridor-wide concept design for select elements of the EOWA program as required to provide design guidance to individual DSEs. This effort will be focused on select design disciplines and elements as described below.
- Signing and Sign Fabrication Inventory Management: The DCM will maintain and periodically update a corridor-wide signing concept plan. This plan will provide required guidance to DSEs/DURs related to interim and final signing plan requirements for the EOWA. The DCM will also maintain and update a corridor-wide sign panel inventory and associated sign fabrication requirements and will facilitate related coordination with the Tollway Sign Fabrication Shop.
- Construction Staging/MOT: The DCM will maintain and periodically update EOWA Construction Staging and Traffic Management concept exhibits. These exhibits are intended to facilitate management of traffic through the project during the construction phase, and facilitate coordination of construction staging between adjacent construction sections.
- Drainage: The DCM will maintain sub watershed drainage design awareness for key design criteria (including detention, water quality volume, compensatory storage, and major system elements) in order to support coordination of adjacent DSE contracts and to meet overall corridor design objectives. The DCM will provide corridor drainage concept design for select portions of the corridor as required to address key design issues prior to initiation of final design efforts. The DCM will issue and prepare corridor wide direction via updates of the Corridor Manual to DSEs for the purposes of communicating lessons learned or changes in corridor policy/direction.
- Earthwork Management: The DCM will maintain an EOWA Earthwork Management program throughout the contract duration. This EOWA Earthwork Management Program

will be regularly updated based on earthwork estimates obtained from EOWA DSEs following milestone plan submittals

- **Construction Materials Inventory**: The DCM will review construction material requirements through the duration of the DCM contract. This effort will be coordinated with the Tollway for compatibility with program-wide estimating and material requirements.
- **Aesthetics**: As a continuation of integration of the overall EOWA aesthetic design concept into project design development process, the DCM will provide continued corridor-wide design guidance related to aesthetic design elements. The DCM will identify, document and develop aesthetic design concepts for the Western Access corridor. This will include preparation of related drawings and rendering, as well as coordination and review with the Tollway and other involved stakeholders. Updated aesthetic design guidelines will be developed and provided to DSEs/DURs, coordinated for approval as appropriate with involved agencies as part of the EOWA design review coordination process (see Task A.2) and Intergovernmental Agreement process (see Task B.4).
- **Animations/Photo Simulations/Project Videos**: Prepare artist renderings of elements such as new interchanges, economic development, environmental features, or animations/videos of the EOWA including voiceovers.
- **ITS**: The DCM will update the EOWA maps showing locations of the Tollway tolling infrastructure within the corridor. This will include locations of plazas, above and below ground infrastructure and other required elements.
- **Lighting**: The DCM will update the EOWA maps showing locations of lighting and the different pole height locations throughout the corridor.
- **Maintenance**: The DCM will update the EOWA maps to allow Tollway maintenance clear locations of Tollway facilities and infrastructure.
- **Structure Inventory Map**: The DCM will maintain the EOWA structure inventory. This will include obtaining structure numbers from IDOT and Tollway for required structures. Updates will be sent to the Tollway for their records and provided to DSEs/DURs.
- **Railroad**: The DCM will maintain corridor wide changes to railroad interface locations. This will include locations of crossings, track shifts, drainage and other required disciplines.
- **Right-Of-Way**: The DCM will maintain corridor wide plats and provided updates to DSEs/DURs.
- **Airport Utilities**: The DCM will maintain EOWA design of deep foundations and utilities proposed on airport property in coordination with the Office of Underground Coordination.

3. Permitting Support

- The DCM will maintain a comprehensive inventory of required permits for the EOWA including their required schedule, pre-requisites, and application content. The DCM will coordinate and review permitting requirements with assigned DSEs for individual construction contracts and will serve as the point of contact for coordination with involved permitting agencies.
- The DCM will support and facilitate processing of select regulatory permits. For budgeting purposes, it is assumed that responsibilities and procedures for securing required permits will be as follows.
- **404 Permit Modifications**: The DCM will facilitate and support implementation of the overall EOWA 404 permit through the DCM contract duration. The primary mechanism will be the preparation of permit modification packages for each construction contract. The permit modification applications will contain the following information: a grading plan; soil/erosion control plan; drainage plan; Best Management Practices incorporated in the drainage plan; water quality volume calculations, wetland impacts; and preparation of the application narrative. Associated design plan details are to be provided by the responsible DSE/DUR.

- 404 Permit Compliance Tracking: The DCM will facilitate the preparation of various tracking logs, schedules and summaries to track the status of wetland impacts, waters impacts, and water quality volume goals versus the originally reported impacts in the overall 404 permit. This includes tracking this data by contract as well as by sub watershed for compliance monitoring. The DCM will also coordinate with the Tollway, their consultants, and USACE during the DCM contract duration with regard to the BMP Maintenance and Monitoring program. The DCM will provide background information, clarifications, and analysis of originally intended design versus observed conditions in the field.
- 401 Certification: The DCM will continue to evaluate each construction contract to confirm that appropriate conditions of the 401 certification are met. The DCM will provide the Tollway with required support for unforeseen issues associated with clarification of original 401 certification documents or additional background.
- DuPage County Stormwater Coordination: Per latest direction from DuPage County Stormwater, each contract need not be submitted for review. However, in select cases on projects where DuPage facilities are involved, the DCM will provide coordination with DuPage County to ensure that the intent of their stormwater ordinance is satisfied by the project. No permits will be required, but satisfying the intent of the ordinance is expected.
- Cook County Stormwater Coordination (via MWRDGC): On projects with Cook County jurisdiction, appropriate stormwater coordination with MWRDGC (ordinance authority) and Cook County will be initiated by the DCM to confirm that the intent of their stormwater ordinance is satisfied by the project. On Tollway led and administered projects, no permits will be required, but satisfying the intent of the ordinance is expected. On projects administered by Cook County or local agencies, permits may be required and the DCM will facilitate securing these permits with input from involved DSEs/DURs.
- Wetland Mitigation Permitting: The wetland mitigation will be outside the project area, therefore regulatory permitting is anticipated to include 404, 401, floodway construction permits. The DCM will assess permitting requirements and prepare/process required permit applications in coordination with the Tollway.
- Erosion Control: The DCM will coordinate with Tollway Environmental and involved EUR consultants regarding the review and approval of the soil erosion control plan for each construction project. Coordination will include discipline specific meetings (as needed) regarding erosion control throughout the design phase. It is assumed that the DCM will not provide support to resolve erosion control issues during construction. The results of the Erosion Control coordination activities will be utilized in ongoing 404 permit modification discussions to supplement information to the USACE regarding prevention of additional discharge of sediment to wetlands/waters.
- Updating Expiring Permits: During the period of the DCM contract, it is anticipated that the timeframes for some regulatory permits or their supporting information will expire and require renewal. The DCM will update expiring permits during the contract performance period.
- Local Access Permits: The DCM will be responsible for coordination with DSEs to secure required local access permits related to field activities required during the design phase of contracts proposed for construction during the DCM contract performance period.
- 7460 Reviews: Airspace on and off airports is controlled by the Federal Aviation Administration (FAA). Each final design and construction package will require 7460 review to ensure air space compliance. The DCM will prepare and process the 7460 review packages which will include mapping, critical points with accompanying elevation and profile data, estimation of construction means and method and equipment usage, and the duration of construction. Involved DSEs/DURs will be responsible for providing appropriate design plans and specifications to support the 7460 submittal requirements. Reviews will likely require corrective actions that would be coordinated with designers and constructors..
- Regulatory Coordination: Regular coordination will be required with resource agencies including establishing permit expectations including content, details of content, required

analyses, review cycles, response to comments, negotiation of permit terms and conditions, follow-on implementation of mitigation and enforcement. It is assumed that meetings will be required for initial consultation, follow-up meetings prior to submission of applications, review of application materials, post application follow up, permit negotiations, etc.

- Floodway Construction Permit: For budgeting purposes, it is assumed that the DCM will not be responsible for the preparation of floodway construction permits for the 6 proposed waterway crossings within the EOWA improvement limits. It is assumed that these permits would be secured by DSEs for the Tollway. The DCM will provide support to the DSEs with respect to materials needed related to corridor design including background data and information, information from adjacent design sections, and participation in meetings or coordination activities with IDNR-OWR.
- Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) Permitting: The DCM will coordinate, meet with MWRD, and prepare a detailed work plan for steps needed to secure appropriate MWRD permits related to the Touhy Avenue Reservoir (TAR) Cells 1 and 2.
- The DCM will provide oversight and check that DSEs prepare construction related National Pollutant Discharge Elimination System (NPDES) permits inclusive of Notice of Intents (NOI's) and stormwater pollution prevention plans (SWPPP's), It is assumed that compliance with NPDES permits is the responsibility of the CCM/OR.

EXHIBIT G**Contract No. I-18-4700****Primera Engineers, 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
IDOT IL Rte. 22	Phase II Roadway Reconstruction & Widening Quentin Rd to IL 83	\$3,346,948.00	\$50,000.00	5/1/2019
Illinois Tollway I-11-4014	Elgin-O'Hare Program Management Sub to CH2M Hill (Jacobs)	\$5,218,820.00	\$540,000.00	4/1/2019
Illinois Tollway RR-13-4151	Tollway Systemwide DUR (sub to EJM)	\$2,210,000.00	\$110,000.00	5/1/2019
Illinois Tollway RR-16-4255	I-355 Roadway and Bridge Rehabilitation Design, MP 12.3 (I-55) to MP 22.3 (Butterfield Road) Phase II Engineering	\$9,253,293.29	\$1,981,200.00	8/1/2019
IDOT Various	D1 Various Maintenance Contract Construction Engineering Projects	\$2,800,000.00	\$2,800,000.00	3/1/2020
Illinois Tollway RR-16-4275	Edens Spur, Tri-State Tollway Roadway and Bridge Reconstruction Phase III Engineering (Sub to Thomas Engineering Group)	\$349,986.00	\$349,986.00	12/1/2019
Illinois Tollway RR-17-4295	Edens Spur, Tri-State Tollway Roadway and Bridge Reconstruction Phase III Engineering (DSE support) (Sub to Chastain)	\$151,944.92	\$27,635.59	5/1/2019
Various Engineering	Cook County Department of Transportation and Highways, Various Phase II Design	\$2,500,000.00	\$2,100,000.00	12/1/2020
IDOT Drainage	D1 Various Phase I Various Drainage Engineering Projects	\$360,000.00	\$360,000.00	3/1/2022
Illinois Tollway I-18-4700	EOWA DCM (Sub to Jacobs)	\$1,180,000.00	\$1,180,000.00	12/31/2021
Illinois Tollway RR-18-4382	Tri-State Tollway, Stearns School Road Bridge Reconstruction (Sub to WynnDalco)	\$180,000.00	\$180,000.00	12/31/2020

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1			
	Direct Labor		Direct Labor
	Direct Costs		Direct Costs
	Services by Others		Services by Others
	Additional Services **		Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
2			
	Direct Labor		Direct Labor
	Direct Costs		Direct Costs
	Services by Others		Services by Others
	Additional Services **		Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
3			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
4			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
5			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
6			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
7			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
8			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
9			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
10			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
11			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	Total this Subconsultant (ULC)
			\$ -
12			
	Direct Labor		Direct Labor
	Direct Costs	\$ -	Direct Costs
	Services by Others	\$ -	Services by Others
	Additional Services **	\$ -	Additional Services **
	Total this Subconsultant (ULC)	\$ -	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)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Stanley Consultants, Inc.

Contract Number: I-18-4700

Proposal Date: 4/1/2019

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-18-4700

Consultant: Stanley Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Grand Total Exhibit A Hours
Task A - DCM							247	247	247	247	246	246	246	1480
Task B - Corridor-Wide							63	63	63	63	63	61	61	376
Task C - Design during Construction									44	44	44	44	44	176
TOTALS					232	232	232	232	232	276	276	276	276	2032

Contract Number: I-18-4700

Consultant: Stanley Consultants, Inc.

Stanley Consultants, 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		
Task A - DCM	185	185	185	185	185	185	185	185	185	185	185	185	185	2220
Task B - Corridor-Wide	47	47	47	47	47	47	47	47	47	47	47	47	47	564
Task C - Design during Construction	44	44	44	44	44	44	44	44	44	44	44	44	44	528
TOTALS	276	276	276	276	276	276	276	276	276	276	276	276	276	3312

Contract Number: I-18-4700 Consultant: Stanley Consultants, 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		
Task A - DCM	185	185	185	185	185	185	185	185	185	185	185	185	185	2220
Task B - Corridor-Wide	47	47	47	47	47	47	47	47	47	47	47	47	47	564
Task C - Design during Construction	44	44	44	44	44	44	44	44	44	44	44	44	44	528
TOTALS	276	276	276	276	276	276	276	276	276	276	276	276	276	3312

Contract Number: I-18-4700

Consultant: Stanley Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2023												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Task A - DCM															
Task B - Corridor-Wide															
Task C - Design during Construction	44	44	44	44	44	44	44	44	44	44	44	44	44	44	528
TOTALS	44	44	44	44	44	44	44	44	44	44	44	44	44	44	528

Contract Number: I-18-4700

Consultant: Stanley Consultants, Inc.

Stanley Consultants, 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					
Task A - DCM																	
Task B - Corridor-Wide																	
Task C - Design during Construction	44	44	44	44	44	44	44	44	44	44	44	44	44	44	44	44	528
TOTALS	44	44	44	44	44	44	44	44	44	44	44	44	44	44	44	44	528

Contract Number: I-18-4700

Consultant: Stanley Consultants, Inc.

Stanley Consultants, Inc.

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			
Task A - DCM															
Task B - Corridor-Wide															
Task C - Design during Construction	44	44	44	44	44	44	44	44	44	44	43	43	43	43	526
TOTALS	44	44	44	44	44	44	44	44	44	44	44	43	43	43	526

Contract No.: I-18-4700

Consultant: Stanley Consultants, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>13,550.00</u> (Total Work Hours from Exhibit A)	<u>\$ 60.91</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$	<u>825,330.50</u>
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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 \$ 2,310,925.40

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 49,074.60

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)

\$ 2,360,000.00

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) \$ 49,074.60

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-18-4700

Consultant: Stanley Consultants, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: Diana Decker, PE

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: Scott Eshleman, PE, SE, CVS

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

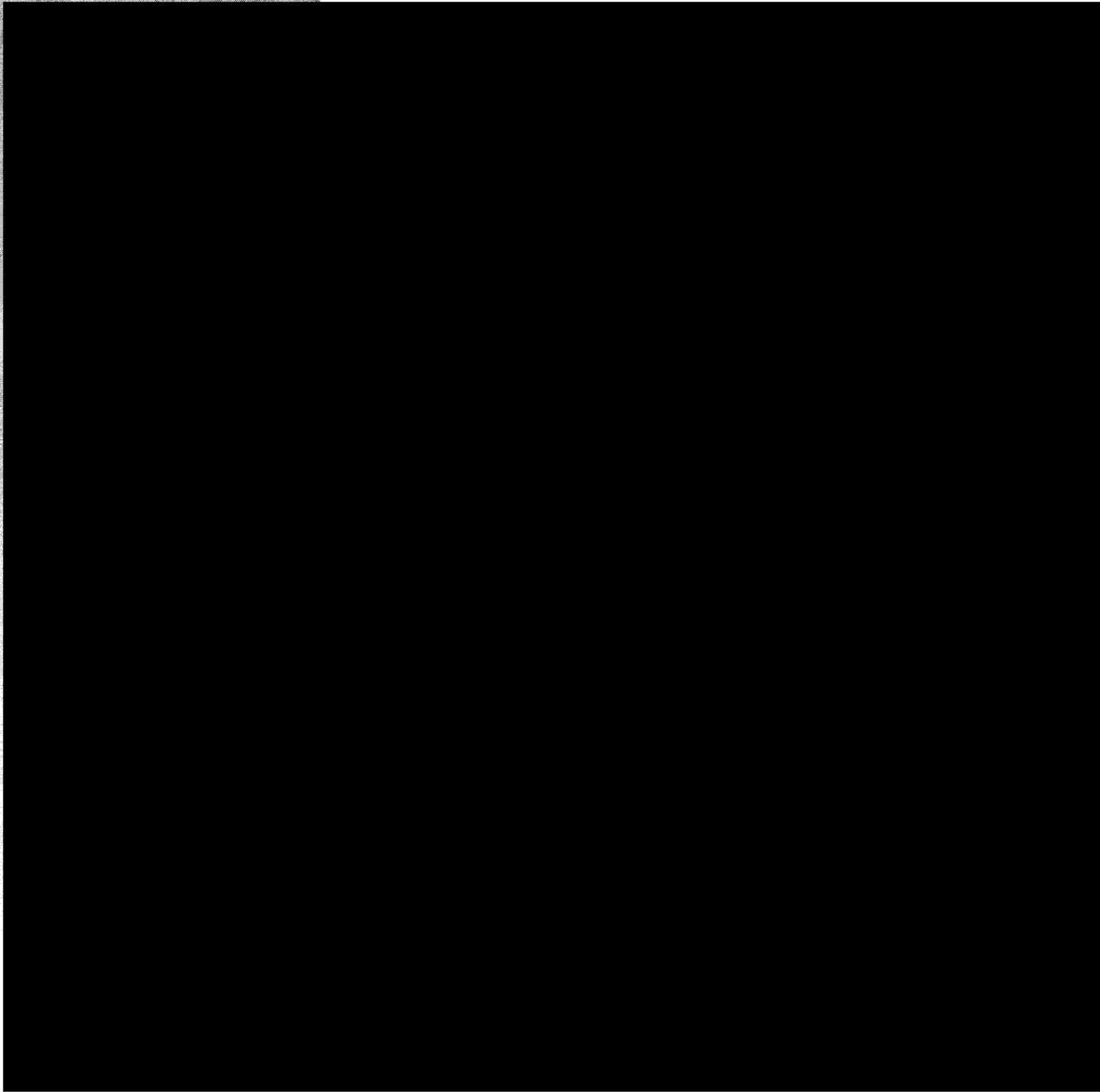
Classification: _____



DIANA DECKER, PE

Project Engineer | Roadway
Stanley Consultants

Years of Experience: 24





DIANA DECKER, PE

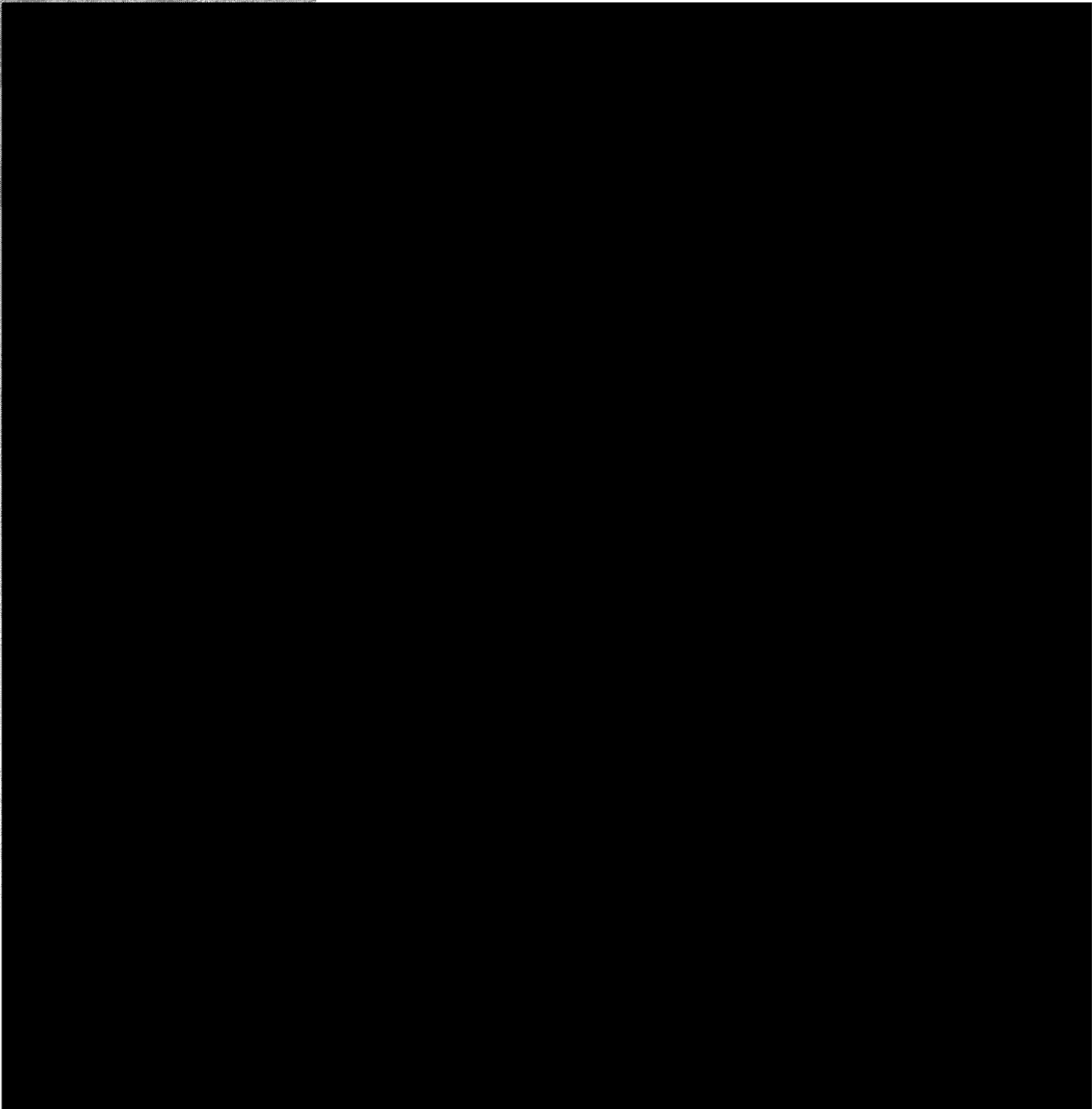




SCOTT ESHLEMAN, PE, SE, CVS

**Structural
Stanley Consultants**

Years of Experience: 30





SCOTT ESHLEMAN, PE, SE, CVS

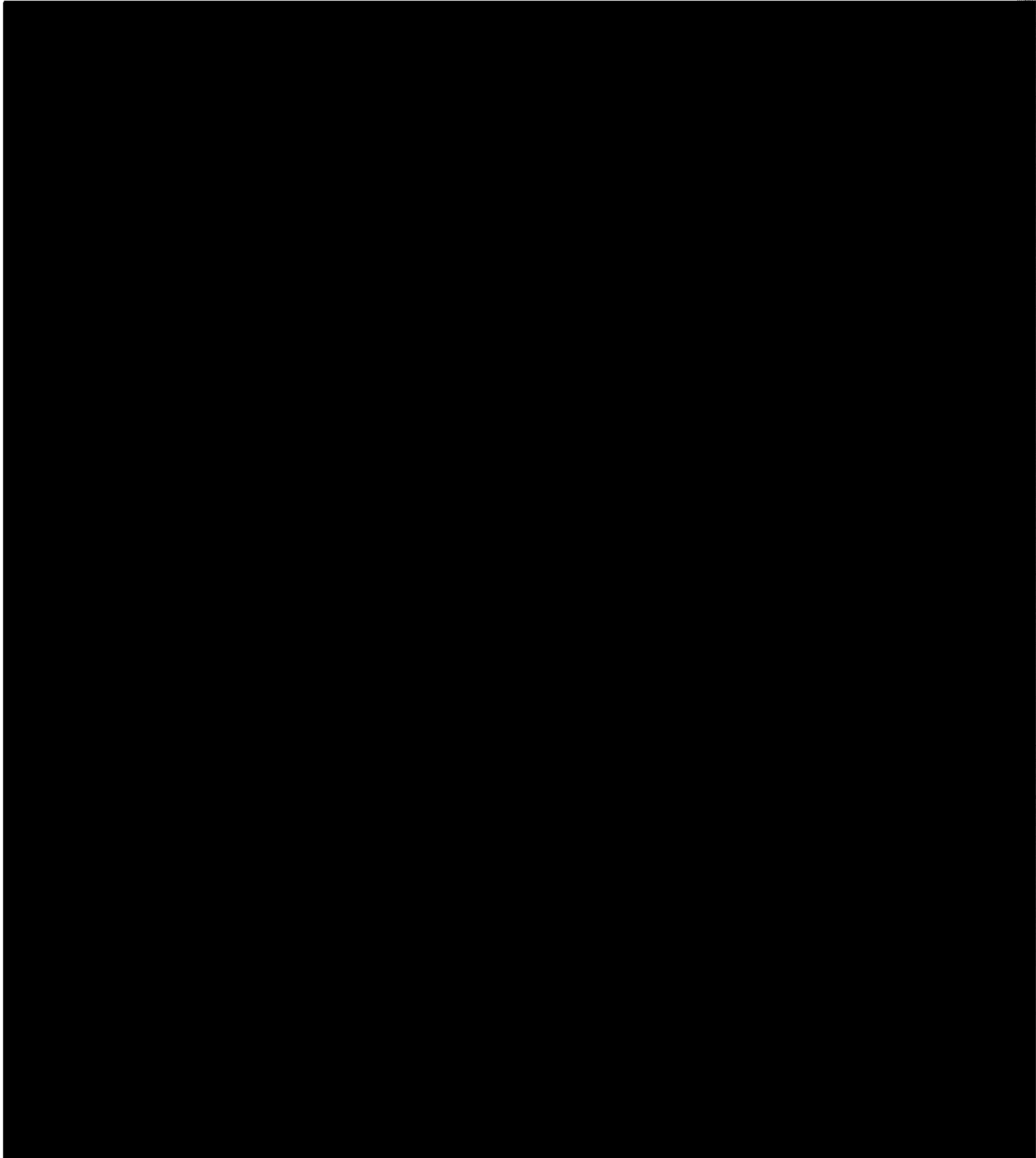


Exhibit F

Scope of Work

Stanley Consultants, Inc.

**Design Corridor Manager
Elgin O'Hare West Bypass Tollway**

**Contract No. I-18-4700
Prime Agreement**

Illinois State Toll Highway Authority

A. Design Corridor Management (DCM)

The DCM will provide Design Corridor Management services as required to advance design phase development and implementation of the EOWA program.

1. Design Reviews

- EOWA Design Review Management: The DCM will coordinate and facilitate the overall EOWA design review process with the Illinois Tollway Design Review Team as well as all involved external reviewing agencies and parties. This effort includes distribution of DSE deliverables for internal (Tollway and DCM team) and external agency reviews; tracking and compiling review comments; facilitating resolution of review issues; checking DSE comment disposition for completeness and consistency with EOWA design guidelines; facilitating final plan check meetings. This includes maintenance of the EOWA design review comment log. Individual DSEs are solely responsible for appropriately addressing design review comments from internal (Tollway and DCM) and external reviewers, and for ensuring that appropriate revisions are incorporated into final plans, specifications and estimates.
- DSE/DUR Limited Design Reviews: The DCM will perform limited reviews of DSE/DUR roadway plan submittals with a focus on the following: compliance with concept design and environmental commitments; compliance with corridor-wide design element requirements; design consistency between adjacent DSE sections and construction contracts. The DCM will coordinate DSE/DUR reviews with the CCM. Individual DSEs will be responsible for the accuracy and correctness of their respective submittals. Reviews will be performed for select disciplines only as noted below by professional staff with technical expertise in the following areas:
 - Maintenance of Traffic/Construction Staging
 - Roadway, Signing and Striping
 - Drainage & Erosion Control
 - Tolling and ITS
 - Utilities
 - Landscaping and Aesthetics
 - FAA Design Requirement Compliance
 - Railroad Design Requirement Compliance
 - Structures
 - Lighting
 - Pay Items and Specifications
 - Traffic Signals

The intent of these reviews will be to assess consistency with corridor design standards. They will not include detailed review of DSE plans, calculations, special provisions or other work products, and will not be meant to replace QA/QC procedures by the responsible DSEs. The DSEs/preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE to the DCM as a result of the DCM's limited review of DSE work products. Land Acquisition DUR Limited Reviews: For Land Acquisition DURs, the DCM will conduct limited reviews of DUR plat of acquisition submittals focused only on consistency with ROW acquisition requirements as defined by individual DSEs/DURs. It is assumed that the DCM will not be responsible for performing technical reviews of land acquisition submittals, nor of checking survey documents against Tollway checklists and legal descriptions against titles, as these reviews would be conducted by other consultants via separate contract to the Tollway.

- Field Survey SUR Limited Reviews: For Field Survey SUR deliverables, the DCM will conduct limited technical review of SUR consultant survey submittals. This consists of checking survey documents against Tollway checklists, as well as geographic limits, datums, details and controls.

- **EUR Limited Reviews:** DCM reviews will be limited to senior-level technical reviews of ESA's for select complex investigation areas only. These limited reviews would be related to the DCM's Senior Technical Advisor Support services (see below) and would be provided at the request of the Tollway. The EUR's/preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the EUR to the DCM as a result of the DCM's limited reviews. The DCM will not perform technical reviews of typical ESA submittals; it is assumed that EUR consultants and others will be responsible for these technical reviews.
- **SUE DUR Limited Reviews:** The DCM will not conduct detailed technical reviews of SUE information provided by DURs. It is assumed that appropriate reviews will be performed by the involved DSE.
- **Geotechnical and Structural Limited Reviews:** DCM reviews will be limited to senior-level technical reviews of geotechnical investigations and structural design for select complex areas only. These limited reviews would be related to the DCM's Senior Technical Advisor Support services (see below) and would be provided at the request of the Tollway. The DSE/DUR preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE/DUR to the DCM as a result of the DCM's limited reviews.
- **DCM Technical Support During Construction:** The DCM will provide limited technical support during construction to address potential issues encountered for select disciplines. A focus of this effort will be to facilitate compliance with project commitments and regulatory requirements. It is anticipated that DCM technical support will be required for the following – landscaping, aesthetics, drainage & erosion control, AET/ITS, and signing. The CCM/CM team will be responsible for identifying issues requiring DCM technical support and coordinating as appropriate with Tollway PM's and involved DSEs.
- **Senior Technical Advisor Support:** The DCM will provide a team of Senior Technical Advisors to assist the Tollway with independent reviews of design development concepts being prepared by DSEs for select complex project elements. This team will consist of senior technical staff with expertise in complex structural and geotechnical design, railroad engineering, and environmental remediation. Senior Technical Advisors will be engaged at the request of the Tollway. The DSE preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE to the DCM as a result of the DCM's Senior Technical Advisor involvement.

2. Traffic Modeling and Analysis

- Maintain and update the EOWA travel demand sub-area model through the contract duration. The model will be updated to reflect network changes based on construction phasing activities on the EOWA and adjoining projects.
- Develop traffic assignments for existing conditions, construction staging conditions, and proposed conditions as required to support ongoing EOWA design development efforts by the Illinois Tollway's Design Section Engineers (DSEs).
- Perform select traffic operational analyses (HCS, SYNCHRO) only as required to support consideration of corridor-wide construction phasing and scheduling options as part of the EOWA Implementation Plan Management (see Task A.01). For budgeting purposes, it is assumed that DSEs will be responsible for preparation of traffic operational analyses required for design development within their respective sections.
- Provide technical support and facilitate coordination of proposed detours with IDOT and other involved jurisdictional agencies.
- The DCM will not be responsible for generating any toll revenue data or analyses. Any required toll revenue information would be provided independently by the Tollway Traffic Consultant.

3. Agency Coordination

- Prepare for and participate in monthly coordination meetings pertaining to the EOWA with Tollway project Leadership including the Tollway, PMO, CCM/OR during the contract duration. Effort includes preparation of meeting agendas, handouts, and associated supporting materials.
- Prepare EOWA Briefing Reports for Tollway Executive Leadership, officials, and stakeholders.
- Prepare for and participate in meetings with Tollway Departments and key technical staff pertaining to the EOWA. This includes preparation of meeting agendas and materials, chairing coordination meetings, and soliciting required input to the design development process.
- Provide design coordination of the EOWA with O'Hare Airport interests, including facilitating coordination with FAA, Chicago Department of Aviation, and the O'Hare Modernization Program. Effort for preparation of associated agreements is included separately in Task B.4.
- Provide design coordination of the EOWA with involved rail operators and agencies including the Federal Railroad Administration (FRA), Illinois Commerce Commission (ICC), Metra, the CP Railroad and the UP railroad. This design coordination will be routed through the Tollway and CCM/OR. The DCM will not be in direct contact with railroads and associated agencies.
- Provide ongoing design coordination of the EOWA with involved agencies including IDOT, county, municipal, and transit agencies. This includes facilitating coordination with the IDOT Detour Committee, participating in agency standing meetings, facilitating coordination required for development and approval of interagency agreements (see Task B.04), and conducting one-on-one working meetings to address agency-specific issues.
- Coordinate interface of EOWA projects with construction programs of other agencies to identify and coordinate potential conflicts with EOWA schedule.
- Coordination with regulatory agencies pertaining to permitting is contained separately in Task B.03.

4. DSE/DUR/SUR/EUR Project Management

- The DCM will provide project management services and serve as single point of contact for DSE contracts per requirements outlined in Tollway design management procedures .
- DSE/DUR Project Management Support:
 - Provide support during the DSE/DUR contracting phase. Services may include assistance with development of the scope of services and schedule. It is assumed that Tollway staff will lead the overall contract negotiation effort. For DUR contracts, support services will include maintaining an overall inventory of EOWA program task order assignments.
 - Provide guidance to DSEs/DURs during initiation and development of design services to facilitate consistency with corridor-wide design requirements, including identification of special conditions and details based on issues identified through the concept design development process. This includes maintenance of a corridor decision log.
 - Serve as primary point-of-contact and liaison for coordination of design-phase issues with external agencies and stakeholders as required to support the Tollway PM.
 - Provide design review and coordination support to the Tollway PM including providing limited, focused reviews of key deliverables at milestones to check that contract and key design requirements are met. Particular attention will be focused on checking deliverables and comment dispositions for compliance with external agency comments, and for providing input to DSEs for common and reoccurring Tollway review comments. This is in addition to the Design Review effort described in Task A.2.

- Monitor DSE/DUR progress for EOWA program budget and schedule compliance.
- Provide support pertaining to contract bid preparation, including preparation of contract liquidated damage calculations, and preparation of corridor special provisions.
- Support the Tollway PM in coordinating with the Tollway's Contract Services Department during the EOWA contract advertisement and bid phase. This consists of: transmitting DSE submittals (DSEs are responsible for submitting bid documents to the DCM in conformance with schedule requirements); preparing the Advertisement for Sealed Bids (A-1) page; Advertisement Authorization Document and associated memos. Also included is coordination with Tollway Contract Services Department with respect to submittal and processing of Contract Addenda, including review of DSE addenda submittals. The DCM will coordinate with DSEs during the bid phase including coordination of responses to bid inquiries. The DCM will attend and, as required, chair pre-bid meetings.
- SUR Project Management Support:
 - Maintain a comprehensive database of field surveys for the EOWA project. This database will serve as a compilation of data and documentation pertaining to EOWA field survey data, included data compiled through the concept design development and subsequent final design efforts.
 - Coordinate field survey requirements and information with individual DSEs through the design development process. This includes providing available survey data to DSEs.
- Geotechnical DUR Project Management Support:
 - Maintain a comprehensive database of geotechnical data, investigations, and reports for the EOWA project. This database will serve as a compilation of geotechnical data and documentation, included data compiled to date through the concept design development, as well as remaining geotechnical investigations/reports to be compiled through final design.
 - Coordinate geotechnical engineering requirements and information with individual DSEs through the design development process. This includes providing available geotechnical data and reports to DSEs, as well as necessary coordination with geotechnical DUR consultants.
- SUE DUR Project Management Support:
 - The DCM will assist the Tollway's SUE DUR Project Manager by reviewing EOWA SUE requests for reasonableness and redundancy prior to such request being sent to the Tollways SUE DUR contractor.
- EUR Project Management Support:
 - The DCM will assist the Tollway's EUR Project Manager with development of the scope of services and schedule for environmental site assessment (ESA) services.
 - Provide guidance to EURs during initiation and delivery of services to facilitate consistency with corridor-wide requirements and to transfer relevant information developed through prior project development efforts.
 - Facilitate coordination between the EUR and other involved members of the EOWA team, including DSEs/DURs and the EOWA Land Acquisition team.
- Administrative support for DSE/DUR/SUR/EUR Project Management is covered separately in Task A.11. Limited technical reviews of DSE/DUR/SUR/EUR submittals are covered separately in Task A.02.

5. Construction Engineering Coordination

- In consultation with the CCM-OR, coordinate construction issues as they relate to design work being performed by DSEs on the corridor through design development and construction through the duration of the DCM contract. The DCM will monitor constructability issues within the corridor to assist in the identification, awareness, and resolution of similar type items during the development of plans by individual DSEs.

- Perform independent design constructability reviews of DSE plan submittals in compliance with Tollway Constructability Review Guidelines. The DCM will perform constructability reviews at the direction of the Tollway PM.
- The DCM will provide limited support to address select design issues and questions encountered during construction. It is anticipated that DCM support will be limited to the following: AET/ITS, drainage, regulatory issues, landscaping and aesthetics, signing, and project commitments. It is assumed that any design related issues encountered during construction will be identified and addressed by the CCM/CM team and involved DSEs via the Tollway RFI process, with the DCM providing limited support as described above. Effort for review and resolution of these issues is provided separately via Task A.02.

6. Contract Management, Quality Management and Administrative Support

- DCM team contract administration.
- DCM team internal quality management efforts related to services provided via Tasks A and B. Quality management for Task D (Task Order Services) will be covered separately via future individual Task Order proposals.
- The DCM will provide administrative support services to support EOWA design development efforts through the duration of the contract. Duties include: meeting support including scheduling, meeting agenda/materials preparation, meeting summary preparation; agency coordination support including field work coordination; DSE/DUR coordination support; filing, copying and mailing support; document management support; and other tasks related to the DCM services.

B. Corridor-Wide Design Guidance and Compliance Monitoring

The DCM will provide continuing Corridor-Wide Design Guidance and Compliance Monitoring support services for the EOWA as required to facilitate corridor-wide design consistency, to facilitate compliance with project commitments, and to secure permits and agreements from involved agencies and parties.

1. Corridor Manual and Design Guidelines Updates

- The DCM will maintain and update the EOWA Corridor Manual throughout the contract duration. Electronically-based, the EOWA Corridor Manual will provide EOWA Project-Specific Procedures, Design Guidelines and other relevant information to be used by EOWA DSEs/DURs. The Corridor Manual contents will help facilitate consistency of design and design treatments and consistency of plan development throughout the EOWA program. Additionally, information in the Corridor Manual will help facilitate fulfillment of environmental and other commitments by providing relevant information and procedures to EOWA designers.
- The DCM will facilitate identification of lessons learned through the contract duration and prepare Lessons Learned documentation. The focus will be to identify potential improvements and efficiencies and to share them with follow-on designers and contractors. The Lessons Learned will be considered a living document.

2. Corridor-Wide Concept Design Element Updates

- The DCM will maintain and update corridor-wide concept design for select elements of the EOWA program as required to provide design guidance to individual DSEs. This effort will be focused on select design disciplines and elements as described below.
- Signing and Sign Fabrication Inventory Management: The DCM will maintain and periodically update a corridor-wide signing concept plan. This plan will provide required guidance to DSEs/DURs related to interim and final signing plan requirements for the EOWA. The DCM will also maintain and update a corridor-wide sign panel inventory and associated sign fabrication requirements and will facilitate related coordination with the Tollway Sign Fabrication Shop.
- Construction Staging/MOT: The DCM will maintain and periodically update EOWA Construction Staging and Traffic Management concept exhibits. These exhibits are

intended to facilitate management of traffic through the project during the construction phase, and facilitate coordination of construction staging between adjacent construction sections.

- **Drainage:** The DCM will maintain sub watershed drainage design awareness for key design criteria (including detention, water quality volume, compensatory storage, and major system elements) in order to support coordination of adjacent DSE contracts and to meet overall corridor design objectives. The DCM will provide corridor drainage concept design for select portions of the corridor as required to address key design issues prior to initiation of final design efforts. The DCM will issue and prepare corridor wide direction via updates of the Corridor Manual to DSEs for the purposes of communicating lessons learned or changes in corridor policy/direction.
- **Earthwork Management:** The DCM will maintain an EOWA Earthwork Management program throughout the contract duration. This EOWA Earthwork Management Program will be regularly updated based on earthwork estimates obtained from EOWA DSEs following milestone plan submittals
- **Construction Materials Inventory:** The DCM will review construction material requirements through the duration of the DCM contract. This effort will be coordinated with the Tollway for compatibility with program-wide estimating and material requirements.
- **Aesthetics:** As a continuation of integration of the overall EOWA aesthetic design concept into project design development process, the DCM will provide continued corridor-wide design guidance related to aesthetic design elements. The DCM will identify, document and develop aesthetic design concepts for the Western Access corridor. This will include preparation of related drawings and rendering, as well as coordination and review with the Tollway and other involved stakeholders. Updated aesthetic design guidelines will be developed and provided to DSEs/DURs, coordinated for approval as appropriate with involved agencies as part of the EOWA design review coordination process (see Task A.2) and Intergovernmental Agreement process (see Task B.4).
- **Animations/Photo Simulations/Project Videos:** Prepare artist renderings of elements such as new interchanges, economic development, environmental features, or animations/videos of the EOWA including voiceovers.
- **ITS:** The DCM will update the EOWA maps showing locations of the Tollway tolling infrastructure within the corridor. This will include locations of plazas, above and below ground infrastructure and other required elements.
- **Lighting:** The DCM will update the EOWA maps showing locations of lighting and the different pole height locations throughout the corridor.
- **Maintenance:** The DCM will update the EOWA maps to allow Tollway maintenance clear locations of Tollway facilities and infrastructure.
- **Structure Inventory Map:** The DCM will maintain the EOWA structure inventory. This will include obtaining structure numbers from IDOT and Tollway for required structures. Updates will be sent to the Tollway for their records and provided to DSEs/DURs.
- **Railroad:** The DCM will maintain corridor wide changes to railroad interface locations. This will include locations of crossings, track shifts, drainage and other required disciplines.
- **Right-Of-Way:** The DCM will maintain corridor wide plats and provided updates to DSEs/DURs.
- **Airport Utilities:** The DCM will maintain EOWA design of deep foundations and utilities proposed on airport property in coordination with the Office of Underground Coordination.

C. Design Engineering and Design Assistance during Construction

Stanley and Lin will perform additional DSE Section Design Support services during

construction as required to provide continued support for construction for their respective portions of the E05-B, N03/4/5, E10 work packages. The additional needed DSE support services in these sections will be provided via the I-18-4700 DCM contract.

- Request for Information (RFI): The DSE will respond to inquiries by the Contractor, utilizing the web- based software, which pertain to the design and plan interpretation.
- Construction Modifications: The DSE will review proposed construction contract changes including field changes, value engineering proposals and performance base design as required.
- Meetings and Site Visits: The DSE will attend the coordination meetings and site visits as required. It is not anticipated that the DSE will attend the weekly coordination meetings held between the CM and Contractor.
- Notice of Non-Conformance (NCR) and Claims: The DSE will review NCRs and Contractor Claims as requested by the CM.

EXHIBIT G

Contract No. I-18-4700

Stanley Consultants, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
D-91-408-11	US 45 Phase II	\$5,200,000.00	\$1,000,000.00	9/1/2019
C-91-012-14	159th Street Phase III	\$10,000,000.00	\$2,000,000.00	9/1/2019
P-91-044-14	Harlem Ave Phase I - Sub to Baker	\$272,000.00	\$200,000.00	12/1/2019
P-91-119-15	Various Hydraulic Study - Sub to Fluid	\$120,000.00	\$75,000.00	12/1/2019
P-91-238-17	Various Phase I	\$1,800,000.00	\$500,000.00	6/1/2019
I-13-4622	EOWA Interchange Design	\$15,000,000.00	\$5,500,000.00	12/31/2020
I-15-4654	4669 DSE Services to STV	\$400,000.00	\$400,000.00	12/1/2021
P-91-050-18	I-94 Phase I MLK - US 6	\$2,500,000.00	\$2,500,000.00	12/1/2020
I-17-4300	Central Tri-State Tollway	\$5,800,000.00	\$4,800,000.00	6/1/2021
I-18-4700	DCM Services - EOWA	\$2,360,000.00	\$2,360,000.00	12/31/2025

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)	\$ _____	-

7	_____		
	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)	\$ _____	-

8	_____		
	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)	\$ _____	-

9	_____		
	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)	\$ _____	-

10	_____		
	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)	\$ _____	-

11	_____		
	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)	\$ _____	-

12	_____		
	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)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Wang Engineering, Inc.

Contract Number: I-18-4700

Proposal Date: 4/1/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: I-18-4700

Consultant: Wang Engineering, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>650.00</u> (Total Work Hours from Exhibit A)	\$ <u>40.47</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>26,305.50</u>
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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 \$ 73,655.40

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 73,844.60

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)

\$ 147,500.00

Contract Number: I-18-4700

Consultant: Wang Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Task D - Task Orders							20	20	20	20	20	20	20	20	120
TOTALS							20	20	20	20	20	20	20	20	120

Grand Total Exhibit A Hours 650

Rev. 9/2018

PSB 18-1 and Later ONLY

Contract Number: I-18-4700

Consultant: Wang Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Task D - Task Orders	20	20	20	20	20	20	20	20	20	20	20	20	240
TOTALS	20	20	20	20	20	20	20	20	20	20	20	20	240

Contract Number: I-18-4700

Consultant: Wang Engineering, 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	
Task D - Task Orders	20	20	15	15	10	10	10	10	10	10	10	10	150
TOTALS	20	20	15	15	10	10	10	10	10	10	10	10	150

Contract Number: I-18-4700

Consultant: Wang Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2023												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Task D - Task Orders	10	10														20
TOTALS	10	10														20

Contract No.: I-18-4700 Consultant: Wang Engineering, 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) \$ 73,844.60

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.: 1-18-4700

Consultant: Wang 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

Scope of Work

Wang Engineering, Inc.

**Design Corridor Manager
Elgin O'Hare West Bypass Tollway**

**Contract No. I-18-4700
Prime Agreement**

Illinois State Toll Highway Authority

D. Task Order Requests

The DCM will perform miscellaneous Task Order Services as requested by the Illinois Tollway to support development and implementation of the EOWA program in compliance with overall schedule and regulatory requirements.

EXHIBIT G**Contract No. I-18-4700****Wang Engineering, Inc.****CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-18-4700 PSB 18-4 Wang P190119 (Jacobs)	Geotechnical Engineering Services	\$ 147,500.00	\$ 147,500.00	Dec-22
I-11-4014 PSB 12-3, Item 2 Wang 450-03-03 (Jacobs)	Geotechnical Engineering Services	\$ 3,470,000.00	\$ 1,070,000.00	May-20
I-13-4622 PSB 13-4, Item 01 Wang 630-09-01 (Stanley)	Geotechnical Engineering Services	\$ 2,950,000.00	\$ 1,453,355.00	Dec-19
RR-14-4222 PSB 14-3, Item 02 Wang 314-19-01 (BB&A)	Geotechnical Engineering Services	\$ 556,614.00	\$ 76,099.00	Jan-19
RR-14-4223 PSB 14-3, Item 3 Wang 790-83-01 (TranSystems)	Geotechnical Engineering Services	\$ 1,754,548.89	\$ 52,490.26	Jan-19
I-15-4658 PSB 15-2 Item 07 Wang 255-31-01 (Stantec)	Geotechnical Engineering Services	\$ 1,249,286.00	\$ 1,244,286.00	On Hold
RR-16-4265 PSB16, Item 01 Wang 1100-09-01 (AECOM)	Geotechnical Engineering Services	\$ 937,000.00	\$ 113,000.00	Jun-19
I-17-4675 PSB 17-2 Item 02 Wang 393-10-00 (Infrastructure)	Geotechnical Engineering Services	\$ 400,000.00	\$ 346,967.56	Dec-19
I-17-4275 PSB 17-2 Item 07 Wang 775-19-01 (Ciorba)	Geotechnical Engineering Services	\$ 1,170,576.52	\$ 281,068.52	Dec-19
I-17-4276 PSB 17-2 Item 08 Wang 213-04-00 (HBM)	Geotechnical Engineering Services	\$ 100,000.00	\$ 83,589.00	Dec-19
RR-18-4381 PSB 18-2 Item 04 Wang 747-01-01 (Lochmuller)	Geotechnical Engineering Services	\$ 36,964.00	\$ 20,655.00	Jun-19

RR-18-4410 PSB 18-4-07 Wang P180518 (Prime)	Geotechnical Engineering Services	\$ 2,000,000.00	\$ 2,000,000.00	Dec-20
RR-18-4434 PSB 18-4 Item 4 Wang 393-16-01	Construction Engineering Services	\$ 250,000.00	\$ 250,000.00	Dec-20
D-91-408-11 PTB 159-001 Wang 630-08-01	Geotechnical Engineering Services	\$ 787,411.00	\$ 117,617.01	Dec-19
D-91-227-13 PTB 163-001 Wang 1100-04-01	Geotechnical Engineering Services	\$ 2,476,189.00	\$ 77,425.31	Dec-20
D-91-101-15 PTB 174-07 Wang 811-04-00	Geotechnical Engineering Services	\$ 23,288.00	\$ 23,288.00	Feb-19
P-91-225-15 PTB 175-05 Wang 630-10-00	Geotechnical Engineering Services	Task Orders	Task Orders	-
P-91-224-15 PTB 175-11 Wang 255-32-00	Geotechnical Engineering Services	Task Orders	Task Orders	-
P-92-022-15/D-92-022-15 PTB 176-11 Wang 751-07-01	Geotechnical Engineering Services	\$ 215,213.00	\$ 209,111.00	Dec-20
P-94-004-15 and D-94-036-15 PTB 176-15 Wang 707-21-01	Geotechnical Engineering Services	TBD	TBD	Oct-20
D-91-020-16 PTB 177-04 Wang 199-01-00	Geotechnical Engineering Services	TBD	TBD	Oct-20
D-91-321-16 PTB 180-02 Wang 491-03-00	Geotechnical Engineering Services	\$ 125,349.00	\$ 125,349.00	Dec-19
P-92-005-15 PTB 181-09 Wang 412-09-00	Geotechnical Engineering Services	Task Orders	TBD	Oct-19
D-91-177-17 PTB 182-01 Wang 555-16-00	Geotechnical Engineering Services	\$ 300,000.00	\$ 229,186.11	Jan-20
P-30-027-17 PTB 183-17 Wang 707-22-00	Geotechnical Engineering Services	TBD	TBD	Sep-19
D-92-018-13 P180435	Geotechnical Engineering Services	\$ 36,500.00	\$ 36,500.00	Sep-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

<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>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>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>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>3 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>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>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>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>
<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>11 _____</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>12 _____</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	<hr/>		
	Direct Labor		
	Direct Costs		
	Services by Others		
	Additional Services **		
	Total this Subconsultant (ULC)	\$	-

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Wood Environment & Infrastructure Solutions, Inc.

Contract Number: I-18-4700

Proposal Date: 4/1/2019

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-18-4700

Consultant: Wood Environment & Infrastructure Solutions, 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	26	26	
Task D - Task Orders							26	26	26	26	26	26	26	26	156
TOTALS							26	26	26	26	26	26	26	26	156

Contract Number: I-18-4700 Consultant: Wood Environment & Infrastructure Solutions, 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		
Task D - Task Orders	26	26	26	26	26	26	26	26	26	26	26	26	26	312
TOTALS	26	26	26	26	26	26	26	26	26	26	26	26	26	312

Contract Number: I-18-4700

Consultant: Wood Environment & Infrastructure Solutions, 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		
Task D - Task Orders	26	26	26	26	26	26	26	26	26	26	26	26	26	312
TOTALS	26	26	26	26	26	26	26	26	26	26	26	26	26	312

Contract No.: I-18-4700

Consultant: Wood Environment & Infrastructure Solutions, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

1,130.00 \$ 50.02 TOTAL DIRECT SALARY \$ 56,522.60
(Total Work Hours (Average Hourly
from Exhibit A) Rate)

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 158,263.28

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 41,736.72

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)

\$ 200,000.00

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.

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Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
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Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
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Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
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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
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ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
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ALLOWABLE DIRECT COSTS

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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-18-4700

Consultant: Wood Environment & Infrastructure Solutions, 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

Scope of Work

**Wood Environment & Infrastructure
Solutions, Inc.**

**Design Corridor Manager
Elgin O'Hare West Bypass Tollway**

**Contract No. I-18-4700
Prime Agreement**

Illinois State Toll Highway Authority

D. Task Order Requests

The DCM will perform miscellaneous Task Order Services as requested by the Illinois Tollway to support development and implementation of the EOWA program in compliance with overall schedule and regulatory requirements.

EXHIBIT G

Contract No. I-18-4700

Wood Environment & Infrastructure Solutions, 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 RR-18-4379	DSE - Roadway and Bridge Rehab	\$3,000,000.00	\$2,000,000.00	10/31/2019
EOWA I-15-4657	DSE - Roadway And Bridge Design	\$13,491,453.00	\$12,350,000.00	12/31/2025
US 34	IDOT Project Report and SEIS	\$1,682,518.00	\$500,000.00	12/31/2019
Various	IDOT Ph I & PH II District 8	\$750,000.00	\$700,000.00	3/7/2023

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

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

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