

## RESOLUTION NO. 21954

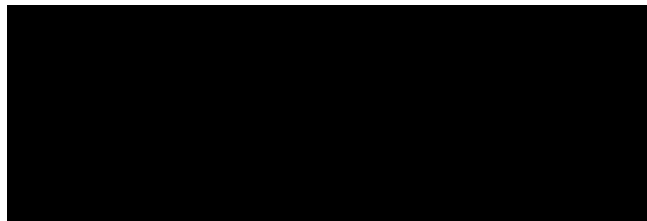
**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services on Contract I-19-4708 for Elgin O’Hare Western Access (I-490) between Devon Avenue and Touhy Avenue. Milhouse Engineering & Construction, Inc. submitted a proposal to provide such services for an upper limit of compensation not to exceed \$9,499,914.32. The proposal is for construction-related professional services. 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 Milhouse Engineering & Construction, Inc. to obtain Construction Management Services on Contract No. I-19-4708 with an upper limit of compensation not to exceed \$9,499,914.32, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman



**Contract:** I-19-4708 **PSB:** 19-3 Item 1  
**Consultant:** Milhouse Engineering and Construction, Inc. **PM:** Nashif Manar  
**Reviewer:** Danna Hall **Review Date:** 4.20.2020

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

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**Exhibits A-H\***

*\*received and ok*

**Milhouse Engineering and Construction, Inc.**

- Infrastructure Engineering, Inc.
- Material Service Testing, Inc.
- OSEH, Inc.
- SQN Associates, LLC
- The Roderick Group, dba Ardmore Roderick
- Primera Engineers, Ltd.
- Juneau Associates, Inc. P.C.
- RS & H, Inc.
- Burns & McDonnell Engineering Co., Inc.

## 1.5 PSB ITEM DETAILS

### 1.5.1 Item 1 I-19-4708, Elgin O'Hare Western Access, I-294 to I-90 – Devon Avenue to Touhy Avenue, Construction Management Services.

This project has a 32% D/M/WBE participation goal and 3% VOS/SDVOSBE participation goal.

Phase III engineering services are required for the construction inspection, and supervision for the construction of new mainline lanes for the Elgin O'Hare Western Access between Devon Avenue and Touhy Avenue in Cook County, Illinois.

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

Construction Estimate: Category E

Firms must be prequalified by IDOT in the following category:

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

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

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

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

Schedule: This project is scheduled to start in 2020.

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

Proceed.

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

# Exhibit A – Proposed Staff

## PSB 19-3

Please provide the information for the following Key Project Personnel, (Key Project Personnel are defined as those specific positions identified in each PSB Item, and are subject to approval by the Illinois 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 1-10,13)			
Name:	Craig Turner, PE, PLS		
Firm:	Milhouse Engineering & Construction, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-054031		
Year Registered:	2000	State:	IL
Office Address:	333 South Wabash Avenue, Suite 2901		
City:	Chicago	State:	IL

Roadway Design (Items 1-10,13)			
Name:	Eric Lindemann, PE		
Firm:	Milhouse Engineering & Construction, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062051170		
Year Registered:	1990	State:	IL
Office Address:	333 South Wabash Avenue, Suite 2901		
City:	Chicago	State:	IL

Structural Design (Items 1-9, 11,13)			
Name:	Fredric C. Owens, SE, PE,		
Firm:	Milhouse Engineering & Construction, Inc		
Category:	IL Licensed Professional Structural Engineer		
License #:	062.054977		
Year Registered:	2000	State:	IL
Office Address:	333 South Wabash Avenue, Suite 2901		
City:	Chicago	State:	IL

Resident Engineer (Items 1-8,10)			
Name:	Patrick C. Bagliere		
Firm:	Milhouse Engineering & Construction, Inc.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	555 E. Butterfield Rd., Suite 110		
City:	Lombard	State:	IL

Materials Coordinator(Items 1-8,10)			
Name:	Greg Jaworowski		
Firm:	Milhouse Engineering & Construction, Inc		
Category:			
License #:			
Year Registered:		State:	
Office Address:	555 E. Butterfield Rd., Suite 110		
City:	Lombard	State:	IL

Document Technician (Items 1-8,10)			
Name:	Ashley Przybysz		
Firm:	Milhouse Engineering & Construction, Inc.		
Category:	Documentation Certification Number- IDOT class S-14		
License #:	16-11433		
Year Registered:	2016	State:	IL
Office Address:	555 E. Butterfield Rd., Suite 110		
City:	Lombard	State:	IL

Materials QA Technician (Items 1-10)			
Name:	Kimberly Belton		
Firm:	Material Service Testing, Inc.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	1327 W. Washington Blvd. Ste. 105		
City:	Chicago	State:	IL


**Exhibit A – Proposed Staff**

**PSB 19-3, continued**

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

<b>Project Engineer (Item 9,13)</b>			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Architectural (Item 9)</b>			
Name:			
Firm:			
Category:	IL Licensed Professional Architect		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Electrical Design (Item 9)</b>			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Mechanical Design (Item 9)</b>			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>QC/QA (Item 9,13)</b>			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer for roadway and IL Licensed Structural Engineer for structural elements		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

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

<b>Project Manager (Item 11)</b>			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer or IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Project Engineer (Item 11)</b>			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer or IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Geotechnical Lead (Item 12)</b>			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

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

**Exhibit A – Proposed Staff  
PSB 19-3, continued**

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

<b>Assistant Resident Engineer</b>			
Name:	Walter Chornomaz, PE, PTOE		
Firm:	Milhouse Engineering & Construction, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-060333		
Year Registered:	2008	State:	IL
Office Address:	555 E. Butterfield Rd., Suite 110		
City:	Lombard	State:	IL

<b>Quality Manager</b>			
Name:	Joseph Zurad, PE		
Firm:	Milhouse Engineering & Construction, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-033694		
Year Registered:	1976	State:	IL
Office Address:	333 South Wabash Avenue, Suite 2901		
City:	Chicago	State:	IL

<b>Project Principal</b>			
Name:	Wilbur C. Milhouse III, PE		
Firm:	Milhouse Engineering & Construction, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-053374		
Year Registered:	1999	State:	IL
Office Address:	333 South Wabash Avenue, Suite 2901		
City:	Chicago	State:	IL

<b>Assistant Document Technician</b>			
Name:	Cristine Boulos		
Firm:	Ardmore Roderick		
Category:	Documentation Certification Number- IDOT class S-14		
License #:	19-15587		
Year Registered:	2019	State:	IL
Office Address:	1500 W Carroll Ave, Suite 300		
City:	Chicago	State:	IL

<b>Survey Manager</b>			
Name:	J. Mark Carpenter		
Firm:	Juneau Associates, Inc., P.C.		
Category:	Professional Land Surveyor		
License #:	035-002883		
Year Registered:	1988	State:	IL
Office Address:	2100 State Street		
City:	Granite City	State:	IL

<b>Survey Crew</b>			
Name:	Greg Herberts		
Firm:	Juneau Associates, Inc., P.C.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	2100 State Street		
City:	Granite City	State:	IL

<b>Survey Crew</b>			
Name:	Jon-Michael Smith		
Firm:	Juneau Associates, Inc., P.C.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	2100 State Street		
City:	Granite City	State:	IL

<b>Structural Design Support</b>			
Name:	Steven Karlowski, PE, SE		
Firm:	Infrastructure Engineering, Inc		
Category:	IL Licensed Professional Structural Engineer		
License #:	081-004663		
Year Registered:	1987	State:	IL
Office Address:	1 South Wacker Dr., Ste. 2650		
City:	Chicago	State:	IL

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

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

\*If work is being performed by a 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>
<b>Total</b>	<b><u>3</u></b>	Engineers <span style="float: right;"><u>4</u></span>
		Land Surveyors <span style="float: right;"><u>1</u></span>
		Architects <span style="float: right;"><u>          </u></span>
		Others <span style="float: right;"><u>          </u></span>
	<b>Total</b>	<b><u>5</u></b>
		Technicians <span style="float: right;"><u>5</u></span>
		Draftsmen <span style="float: right;"><u>2</u></span>
		Survey Crew <span style="float: right;"><u>          </u></span>
		Clerical <span style="float: right;"><u>          </u></span>
		Other <span style="float: right;"><u>          </u></span>
		<b>Total</b>
		<b><u>7</u></b>
		Total Projected Staff <span style="float: right;"><u>15</u></span>

**Exhibit A – Proposed Staff**

**PSB# 19-3**

**Item# 01**

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

If **Yes**, provide completion date and/or number of months.  
 starts in 2020. \_\_\_\_\_

Project advertisement states that the project

If **No**, explain:

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Exhibit A



**Craig Turner, PE, PLS**

CIVIL DESIGN SECTION  
MANAGER

**Craig Turner, PE, PLS**

CIVIL DESIGN SECTION MANAGER

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**Patrick C. Bagliere**

CONSTRUCTION ENGINEERING  
SECTION MANAGER

**Patrick C. Bagliere**

CONSTRUCTION ENGINEERING SECTION MANAGER



**Ashley Przybysz**

CIVIL ENGINEER II

**Ashley Przybysz**

CIVIL ENGINEER II

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**Greg Jaworowski**

MATERIALS COORDINATOR

**Greg Jaworowski**

MATERIALS COORDINATOR

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**Eric Lindemann, PE**

CIVIL SECTION MANAGER

**Eric Lindemann, PE**

CIVIL SECTION MANAGER



**Fredric C. Owens, SE,  
PE, LEED AP BD+C**

SENIOR VICE PRESIDENT, CIVIL  
AND TRANSPORTATION

**Fredric C. Owens, SE, PE, LEED AP BD+C**

SENIOR VICE PRESIDENT, CIVIL AND TRANSPORTATION

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***KIMBERLY BELTON***  
***MATERIALS QA TECHNICIAN***

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**Wilbur C. Milhouse III,  
PE**

CHAIRMAN | CEO

**Wilbur C. Milhouse III, PE**

CHAIRMAN | CEO



**Walter Chornomaz,**  
**PE, PTOE**  
SENIOR CIVIL ENGINEER



**Walter Chornomaz, PE, PTOE**

SENIOR CIVIL ENGINEER



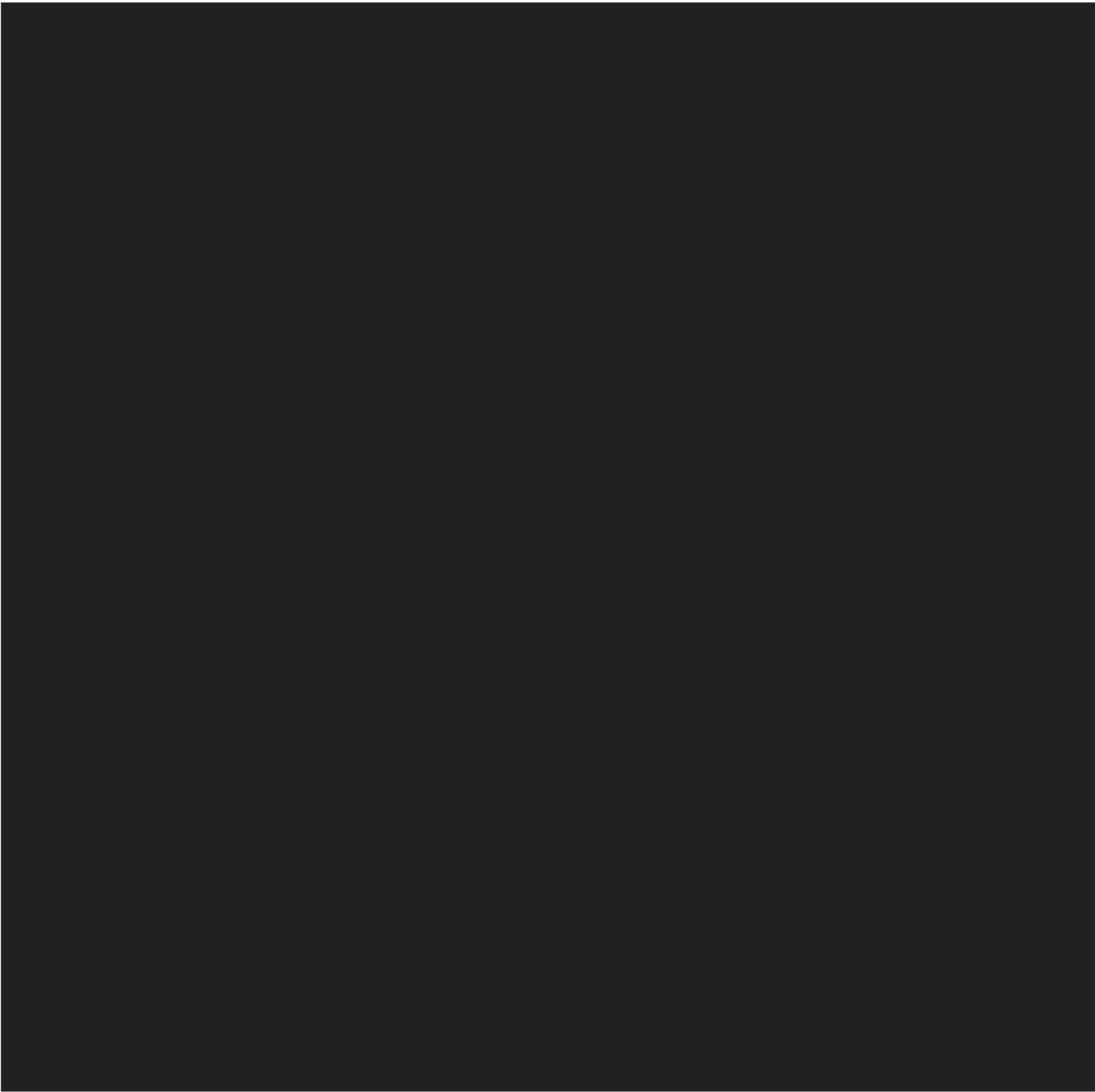
**Joseph Zurad, PE**

PRESIDENT OF ENGINEERING  
AND CONSTRUCTION

**Joseph Zurad, PE**

PRESIDENT OF ENGINEERING AND CONSTRUCTION

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# Cristine Boulos

Senior Documentation Control Specialist

ArdmoreRoderick.com



# Cristine Boulos

Senior Documentation Control Specialist

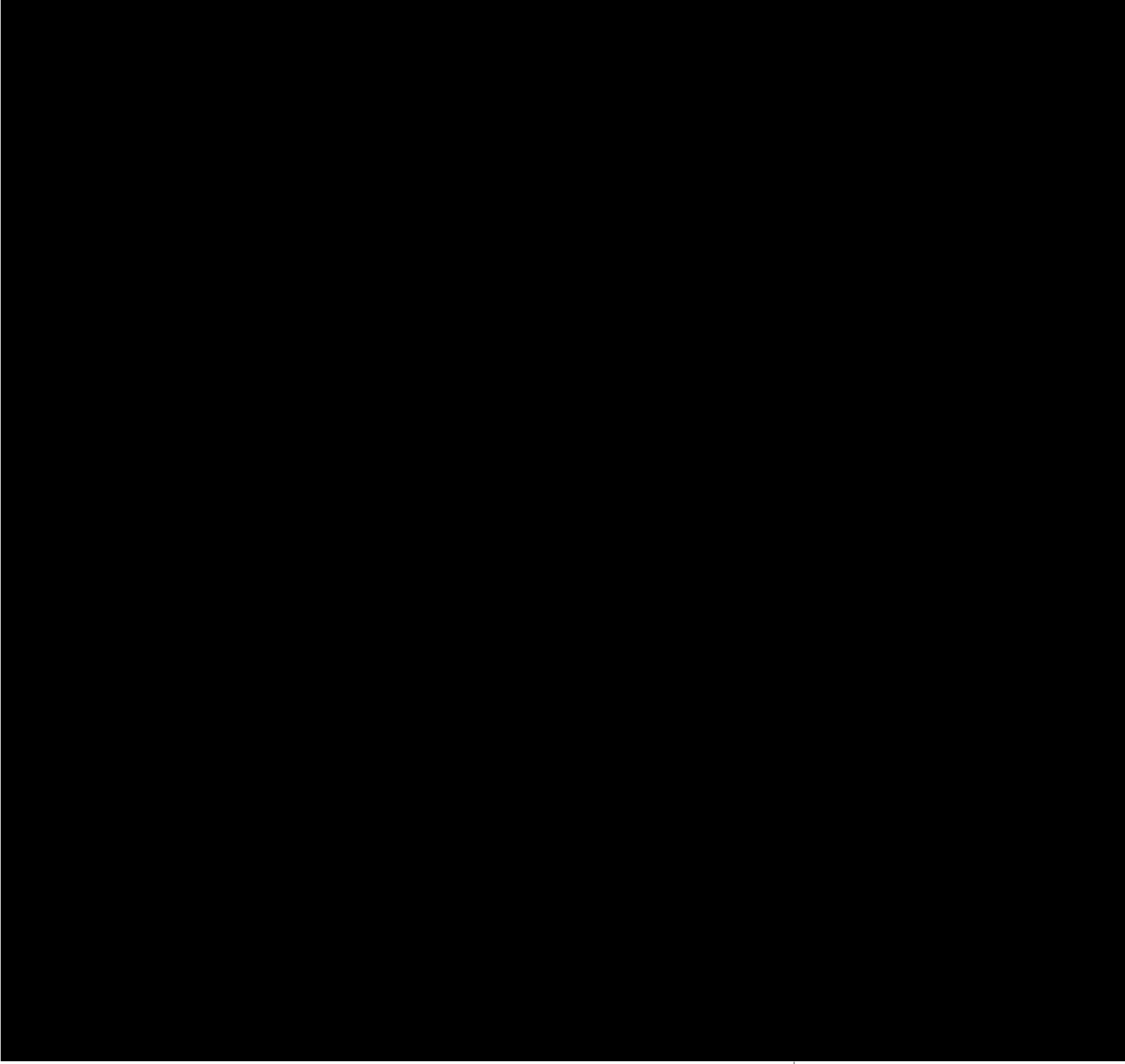
[ArdmoreRoderick.com](http://ArdmoreRoderick.com)



**Steven Karlowksi, PE, SE**  
**Chief Structural Engineer**

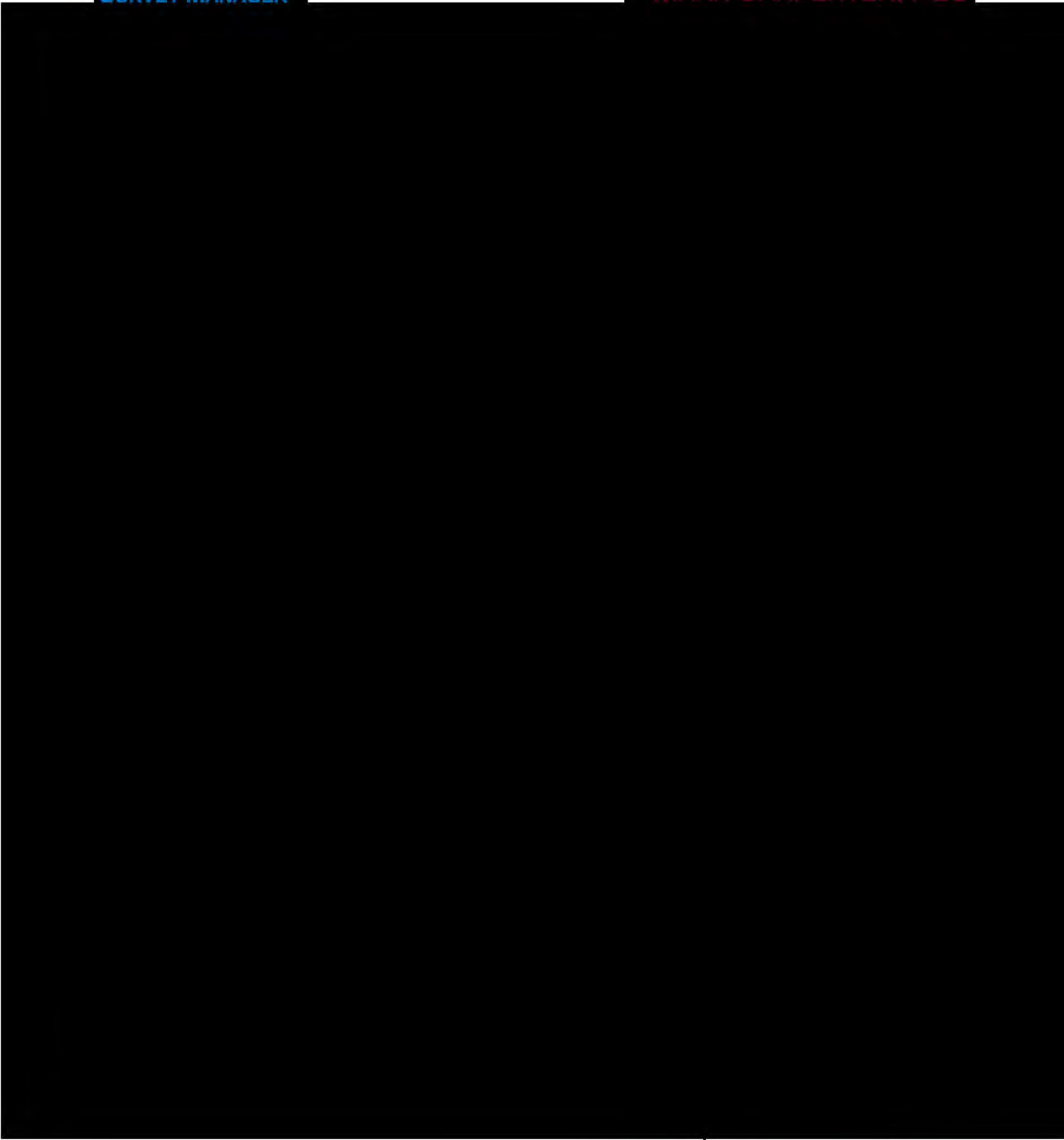
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**Steven Karlowksi, PE, SE**  
Chief Structural Engineer



**SURVEY MANAGER**

**MARK CARPENTER, PLS**





**SURVEY CREW CHIEF**

**GREG HERBERTS**



**JUNEAU**  
ASSOCIATES, INC., P.C.

**SURVEY CREW CHIEF**

**JON-MICHAEL SMITH**



***JUNEAU***  
ASSOCIATES, INC., P.C.



\*\*\*PSB 19-3 SOITEAM Report (Special)

Filter By:  
 Project Name equals PSB 19-3  
 Current Step not equal to PSB Due Date Expired, APO Review and Close  
 Status not equal to Rejected, Void  
 Process Counter equals 95, 124, 130, 135

PSB #	Prime Firm or Team Name	Prime or Lead Teaming Partner FEIN (# #####)	Prime or Lead Teaming Partner Project Manager	Prime or Lead Teaming Partner Project Engineer	Prime Firm or Team e-mail Address	SOITEAM Firm Name	Team Member Role	% of Work to be Completed by Consultant	Contact e-mail	Role of consultant	Male or Female	D/M/WBE Status	Ethnicity	DBE (Disadvantaged Business Enterprise) Program	Veteran Status	P4G?	P4G Role	P4G Partner(s)	Multiple Owners
Process Counter 130 (7 records)																			
19-3	MILHOUSE ENG. & CONSTRUCTION, INC.		Craig Turner, PE, PLS	Patrick Bagliere	pbagliere@milhouseinc.com	Milhouse Engineering & Constuction Inc.	Prime (Sole)	43.00	pbagliere@milhouseinc.com	Project Lead, Construction Management	Male	MBE	African American	L UCP - City of Chicago	N/A	No	N/A	N/A	Yes
19-3	MILHOUSE ENG. & CONSTRUCTION, INC.		Craig Turner, PE, PLS	Patrick Bagliere	pbagliere@milhouseinc.com	The Roderick Group, dba Ardmore Roderick	Subconsultant	12.00	rashod@ardmoreroederick.com	Construction Inspection and Documentation	Male	DBE	African American	L UCP - City of Chicago	N/A	No	N/A	N/A	No
19-3	MILHOUSE ENG. & CONSTRUCTION, INC.		Craig Turner, PE, PLS	Patrick Bagliere	pbagliere@milhouseinc.com	SQN Associates, LLC	Subconsultant	10.00	admin@sqna.com	Construction Inspection	Female	DBE	Asian Indian	L UCP - METRA	N/A	No	N/A	N/A	No
19-3	MILHOUSE ENG. & CONSTRUCTION, INC.		Craig Turner, PE, PLS	Patrick Bagliere	pbagliere@milhouseinc.com	Infrastructure Engineering, Inc.	Subconsultant	12.00	jpollack@infrastructure-eng.com	Construction Inspection and Structural Support	Male	DBE	African American	L UCP - METRA	N/A	No	N/A	N/A	Yes
19-3	MILHOUSE ENG. & CONSTRUCTION, INC.		Craig Turner, PE, PLS	Patrick Bagliere	pbagliere@milhouseinc.com	OSEH Inc.	Subconsultant	7.00	aattawia@osehinc.com	Construction Inspection	Male	DBE	African American	L UCP - Illinois Department of Transportation ( DOT)	N/A	No	N/A	N/A	No
19-3	MILHOUSE ENG. & CONSTRUCTION, INC.		Craig Turner, PE, PLS	Patrick Bagliere	pbagliere@milhouseinc.com	Juneau Associates, Inc., P.C.	Subconsultant	10.00	bkulick@jajpcc.com	Survey and Construction Inspection	Male	N/A	Caucasian	N/A	VOSB	No	N/A	N/A	Yes
19-3	MILHOUSE ENG. & CONSTRUCTION, INC.		Craig Turner, PE, PLS	Patrick Bagliere	pbagliere@milhouseinc.com	Material Service Testing, Inc.	Subconsultant	6.00	mhayes@mstli.com	Materials QA	Male	DBE	Asian Pacific	L UCP - METRA	N/A	No	N/A	N/A	Yes

## EXHIBIT F - State of Illinois VETERAN-OWNED SMALL BUSINESS PARTICIPATION, UTILIZATION PLAN and LETTER OF INTENT

It is the goal of the State to promote and encourage the continued economic development of small businesses owned and controlled by qualified veterans and that qualified service-disabled veteran-owned small businesses (SDVOSB) and veteran-owned small businesses (VOSB) participate in the State's procurement process as both prime consultant and subconsultant. 30 ILCS 500/45-57.

**Contract Goal to be Achieved by Vendor:** This solicitation includes a specific **Veteran Small Business** participation goal as specified in each Item detail based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services required by this solicitation. **The Veteran Small Business participation goal is applicable as specified in each Item detail.** This goal is also applicable to supplemental work within the scope of work provided by the VOSB/SDVOSB vendor. In addition to the other award criteria established for this solicitation, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. If Vendor is a CMS certified VOSB/SDVOSB vendor, the entire goal is met and no subconsulting with a CMS certified VOSB/SDVOSB vendor is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

**The VOSB goal is separate and distinct from the DBE goal. A single firm may not be utilized to achieve credit toward both VOSB and DBE goals on a single project.**

Following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.** A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified Veteran Small Business vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

**At the time of submittal of Statement of Interest (SOI), Vendor, or Vendor's proposed Subconsultant must be certified with CMS as a VOSB or SDVOSB.**

Failure to complete a Utilization Plan and/or provide Good Faith Effort Documentation shall render the SOI non-responsive or not responsible.

Visit <http://www2.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx> for complete requirements and to apply for certification in the Veteran Business Program.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Teaming Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Teaming Agreement must clearly evidence that the certified VOSB/SDVOSB vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified VOSB/SDVOSB vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the certified VOSB/SDVOSB vendor to be dedicated to the performance of the contract. Established Teaming Agreements will only be credited toward Veteran Small Business goal achievements for specific work performed by the certified VOSB/SDVOSB vendor.
2. An agreement between a vendor and a certified VOSB/SDVOSB vendor in which a certified VOSB/SDVOSB vendor promises not to provide subconsulting proposals to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB/SDVOSB vendor. Failure to cooperate by Vendor and certified VOSB/SDVOSB vendor may render the SOI non-responsive or not responsible.

**The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.**

3. **Veteran Small Business Certified Vendor Locator References:** Vendors may consult CMS' Veteran Small Business Vendor Directory at [www.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx](http://www.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx), as well as the directories of other certifying agencies, but firms **must be certified with CMS as VOSB/SDVOSB vendors at the time of submittal of SOI.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subconsultant.
5. **Calculating Certified VOSB/SDVOSB Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or provided by all certified VOSB/SDVOSB vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by certified VOSB/SDVOSB vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
  - 5.1. The value of the work actually performed by the certified VOSB/SDVOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB/SDVOSB vendor shall be counted.
  - 5.2. A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB/SDVOSB vendor. Work performed by the non-certified VOSB/SDVOSB party shall not be counted toward the goal. **Work that a certified VOSB/SDVOSB vendor subcontracts to a non-certified VOSB/SDVOSB vendor will not count towards the goal.**
  - 5.3. Certified VOSB/SDVOSB vendors who are performing on contract as second tier subconsultants may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
  - 5.4. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
    - 5.4.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved.
    - 5.4.2. A certified VOSB/SDVOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB/SDVOSB vendor participation. In determining whether a certified VOSB/SDVOSB vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified VOSB/SDVOSB vendors do not participate, and industry practices.
  - 5.5. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.
6. **Good Faith Effort Procedures:** Vendor must submit a Utilization Plan and Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time

of submittal of SOI. **Vendors will not be permitted to correct goal deficiencies after the SOI due date.** CMS or the State Agency, as its delegate, will consider the quality, quantity, and intensity of Vendor's efforts.

The Utilization Plan contains a checklist of actions that CMS or the State Agency, as its delegate, will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of CMS or the State Agency, as its delegate, may be relevant in appropriate cases.

- 6.1. In evaluating Vendor's good faith efforts, CMS or the State Agency, as its delegate, may consider whether the ability of other firms submitting SOI to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.
  - 6.2. If CMS or the State Agency, as its delegate, determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.
  - 6.3. If CMS or the State Agency, as its delegate, determines that good faith efforts have not been met, the SOI may be determined to be non-responsive by the Chief Procurement Office.
7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining certified VOSB/SDVOSB vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified VOSB/SDVOSB vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
- 7.1. The Utilization Plan may not be amended after contract execution without the Agency's prior written approval.
  - 7.2. **Vendor may not make changes to its contractual certified VOSB/SDVOSB vendor commitments or substitute certified VOSB/SDVOSB vendors without the prior written approval of the Agency.** Unauthorized changes or substitutions, including performing the work designated for a certified VOSB/SDVOSB vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the certified VOSB/SDVOSB vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, provided the certified VOSB/SDVOSB vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.
  - 7.3. Substitutions of a certified VOSB/SDVOSB vendor may be permitted under the following circumstances:
    - 7.3.1. Unavailability after receipt of reasonable notice to proceed;
    - 7.3.2. Failure of performance;
    - 7.3.3. Financial incapacity;
    - 7.3.4. Refusal by the certified VOSB/SDVOSB vendor to honor the proposal;
    - 7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
    - 7.3.6. Failure of the certified VOSB/SDVOSB vendor to meet insurance, or licensing requirements;

- 7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its SOI; or
- 7.3.8. Decertification of the certified VOSB/SDVOSB vendor.
- 7.4. If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Agency in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.
- 7.5. Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.
- 7.6. If a Vendor plans to hire a subconsultant for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB/SDVOSB vendors have a fair opportunity to submit a proposal on the new scope of work.
- 7.7. A new certified VOSB/SDVOSB vendor agreement must be executed and submitted to the Agency within five business days of Vendor's receipt of the Agency's approval for the substitution or other change.
- 7.8. Vendor shall maintain a record of all relevant data with respect to the utilization of certified VOSB/SDVOSB vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the certified VOSB/SDVOSB vendor and final payment to the certified VOSB/SDVOSB vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB/SDVOSB vendor under the contract.
- 7.9. The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.10. The Agency reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

**EXHIBIT F - VOSB UTILIZATION PLAN**

Milhouse Engineering & Construction, Inc. \_\_\_\_\_ (Vendor) submits the following Utilization Plan as part of our SOI in accordance with the requirements of the Veteran Small Business Program Status and Participation section of the solicitation for PSB 19-3 Item 1 , Illinois Procurement Bulletin Reference Number I-19-4708 . We understand that all subconsultants must be certified with the CMS Veteran Small Business Program at the time of submission of all bids / offers. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

Vendor makes the following assurance and agrees to include the assurance in each agreement, subcontract and/or purchase order with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

Vendor submits the following statement:

- Vendor is a certified VOSB/SDVOSB and plans to fully meet the goal through self- performance.
- Vendor has identified certified VOSB/SDVOSB subcontractor(s) to fully meet the established goal and submits the attached completed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance:

Name: Patrick Bagliere

Title: Construction Engineering Manager

Telephone: 630-376-4006

Email: pbagliere@milhouseinc.com

**DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER**

If the Veteran Small Business participation goal was not achieved, the Good Faith Efforts Procedures and Guidelines outlined in Section 6 will be used to evaluate submitted utilization plans. Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log with the SOI. Failure to submit Good Faith Effort documentation in its entirety shall render Vendor's SOI non-responsive or not responsible and cause it to be rejected or render Vendor ineligible for contract award.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain Veteran Small Business participation in addition to the items listed below, attach a detailed description of such efforts.

- Utilize the Sell2Illinois website: [www.illinois.gov/cms/business/sell2/PageVendorSearch.aspx](http://www.illinois.gov/cms/business/sell2/PageVendorSearch.aspx) to identify certified VOSB/SDVOSB vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.



- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of certified VOSB/SDVOSB vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the certified VOSB/SDVOSB vendors to respond to the solicitation. Vendor must determine with certainty if the certified VOSB/SDVOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a proposal. Vendor must provide interested certified VOSB/SDVOSB vendors with adequate information about the requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by certified VOSB/SDVOSB vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out project scope to facilitate certified VOSB/SDVOSB vendor participation, even when Vendor might otherwise prefer to perform these work items.
- Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.
- Negotiate in good faith with interested certified VOSB/SDVOSB vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors that were considered; a description of the information provided regarding the project scope for the work selected for subconsulting and evidence as to why additional agreements could not be reached for certified VOSB/SDVOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable.
- Thoroughly investigate the capabilities of certified VOSB/SDVOSB vendors and not reject them as unqualified without documented reasons. The certified VOSB/SDVOSB vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
- Make efforts to assist interested certified VOSB/SDVOSB vendors in obtaining lines of credit or insurance as required by the Agency.

**EXHIBIT F - GOOD FAITH EFFORTS CONTACT LOG**

Use this Log to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of certified VOSB/SDVOSB vendors within the specific scope of work selected. **It is not necessary to show contacts with certified VOSB/SDVOSB vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective vendors. Include a copy of the commodity list or scope of work you solicited prospective vendors to perform.** Duplicate this log as necessary; do not limit your contacts to the number of spaces shown.

Name of Certified VOSB/SDVOSB Vendor	Date	Method of Contact	Scope of Work Solicited	Reason Agreement Was Not Reached

**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: Elgin O'Hare Western Access, I-294 to I-90 – Devon Avenue to Touhy Avenue, Construction Management Project/Solicitation Number: PSB 19-3 Item 1: I-19-4708

Name of Prime Vendor: Milhouse Engineering & Construction, Inc. VOSB Compliance Contact: Patrick Bagliere

Address: 333 S Wabash Avenue, Suite 2901

City: Chicgao State: IL Zip Code: 60604

Telephone: 312-987-0061 Fax: 312-987-0071 Email: pbagliere@milhouseinc.com

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

Address: 2100 State Street, PO Box 1325 VOSB Compliance Contact: Brian Kulick, PE, PLS

City: Granite City State: IL Zip Code: 62040

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

Type of agreement:  Services

Anticipated start date of the Certified VOSB Vendor: TBD

Proposed 10.00 % 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:

Surveying and Construction Inspection.

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

Vendor (Company Name and D/B/A): Milhouse Engineering & Construction, Inc.

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

Signature

Print Name: Dolla Crater

Title: President, Business Operations

Date: 12/12/2019

Signature

Print Name: Brian F. Kulick, PE, PLS

Title: Vice President

Date: 12/12/2019

[Show directory information and instructions](#)**Search Parameters**[Edit Parameters](#)[Clear Parameters](#)

Certifications

**Airport Concessionaire Disadvantaged Business Enterprise (ACDBE)**  
**Business Enterprises owned by People with Disabilities (BEPD)**  
**Disadvantaged Business Enterprise (DBE)**  
**Minority Business Enterprise (MBE)**  
**Veteran Business Enterprise (VBE)**  
**Women Business Enterprise (WBE)**

Business Name/DBA

**MILHOUSE**[Download Search Results](#)**Search Results****3 firms with 3 certifications found**

Click the certification type for contact information and certification details

<b>Vendor</b>	<b>Location</b>	<b>Certification</b>
Milhouse Construction, Inc.	Chicago, IL	<a href="#">MBE</a>
Milhouse Engineering and Construction, Inc., DBA Milhouse Engineering and Construction	Chicago, IL	<a href="#">MBE</a>
MILHOUSE SNOW, LLC	Chicago, IL	<a href="#">MBE</a>

[Show directory information and instructions](#)

**Search Parameters**

Edit Parameters

Clear Parameters

Certifications

- Business Enterprises owned by People with Disabilities (BEPD)**
- Disadvantaged Business Enterprise (DBE)**
- Minority Business Enterprise (MBE)**
- Veteran Business Enterprise (VBE)**
- Women Business Enterprise (WBE)**
- Persons with Disabilities Business Enterprise (PDBE)**

Business Name/DBA

**MILHOUSE**

Download Search Results

**Search Results**

**3 firms with 3 certifications found**

Click the certification type for contact information and certification details

<b>Vendor</b>	<b>Location</b>	<b>Certification</b>
Milhouse Construction, Inc.	Chicago, IL	<a href="#">MBE</a>
Milhouse Engineering and Construction, Inc., DBA Milhouse Engineering and Construction	Chicago, IL	<a href="#">MBE</a>
MILHOUSE SNOW, LLC	Chicago, IL	<a href="#">MBE</a>



Office of the Secretary of State Jesse White  
**CYBERDRIVEILLINOIS.COM**

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number	61933204
Entity Name	MILHOUSE ENGINEERING AND CONSTRUCTION, INC.
Status	ACTIVE

<b>Entity Information</b>
Entity Type CORPORATION
Type of Corp DOMESTIC BCA
Incorporation Date (Domestic) Wednesday, 12 December 2001
State ILLINOIS
Duration Date PERPETUAL

<b>Agent Information</b>
--------------------------

<b>Name</b> CORPORATE CREATIONS NETWORK IN
<b>Address</b> 350 S NORTHWEST HWY #300 PARK RIDGE , IL 60068
<b>Change Date</b> Wednesday, 17 October 2018

<b>Annual Report</b>
<b>Filing Date</b> Thursday, 14 November 2019
<b>For Year</b> 2019

<b>Officers</b>
<b>President</b> <b>Name &amp; Address</b> WILBUR C. MILHOUSE III [REDACTED]
<b>Secretary</b> <b>Name &amp; Address</b> DOLLA CRATER [REDACTED]

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

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Fri Feb 14 2020



OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:43 03/10/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/10/20 AT 13:43 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.

\*

Milhouse Engineering &  
Construction, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:09 02/14/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 02/14/20 AT 14:09 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Burns & McDonnell Engineering  
Co., Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:14 02/14/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 02/14/20 AT 14:14 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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Infrastructure Engineering, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:14 02/14/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 02/14/20 AT 14:15 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.

\*

Juneau Associates, Inc., P.C.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:15 02/14/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 02/14/20 AT 14:15 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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Material Service Testing, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:16 02/14/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 02/14/20 AT 14:16 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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OSEH, Inc

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:17 02/14/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 02/14/20 AT 14:17 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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Primera Engineers, Ltd.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:18 02/14/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 02/14/20 AT 14:18 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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The Roderick Group, Inc.



OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:17 02/14/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 02/14/20 AT 14:18 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

RS&H, Inc.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:38 02/14/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 02/14/20 AT 14:38 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.

\*

SQN Associates, LLC

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## CONSTRUCTION MANAGER AGREEMENT

The Board of Directors, on the 11<sup>th</sup> day of **February, 2020**, 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 **MILHOUSE ENGINEERING & CONSTRUCTION, INC.**, a **corporation** authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSTRUCTION MANAGER".

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

WHEREAS, the CONSTRUCTION MANAGER has submitted a proposal dated **February 7, 2020**, to provide construction management services for Contract No. **I-19-4708** for **Elgin O'Hare Western Access, I-294 to I-90 – Devon Avenue to Touhy Avenue**; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 19-3, Item 1**, staffed with professional licensed engineers, experienced and well-able to perform the construction section engineering services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

### ARTICLE I

#### General Provisions

A. The CONSTRUCTION MANAGER shall perform all construction management services for Contract No. **I-19-4708** for **Elgin O'Hare Western Access, I-294 to I-90 – Devon Avenue to Touhy Avenue** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the CONSTRUCTION MANAGER of **February 7, 2020**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

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

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

## ARTICLE II

### Time of Performance

Upon receipt of a Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or February 12, 2020** and ending **December 31, 2025**, in accordance with the schedule included in the attached proposal.

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

## ARTICLE III

### Compensation

The CONSTRUCTION MANAGER shall perform all construction management services as required herein, and the TOLLWAY shall pay the CONSTRUCTION MANAGER as compensation therefor, the CONSTRUCTION MANAGER'S actual payroll costs times a multiplier of **2.8000**, and reimbursement of certain direct expenses (as each of these amounts are shown in Exhibit "1"), with an upper limit of compensation of **Nine Million, Four Hundred Ninety-Nine Thousand, Nine Hundred Fourteen Dollars and Thirty-Two Cents (\$9,499,914.32)**. If, in the opinion of the CONSTRUCTION MANAGER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the CONSTRUCTION MANAGER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior approval of the Chief Engineering Officer. The CONSTRUCTION MANAGER must ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XVIII.

## ARTICLE IV

### Compliance with State and Other Laws

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

### Governing Law; Exclusive Jurisdiction

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

### Confidentiality

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

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

## ARTICLE V

### Responsibility for Injuries and Damages

The CONSTRUCTION MANAGER shall be responsible for all injuries to persons and damages to property due to the activities of the CONSTRUCTION MANAGER, its associates, agents or employees, in connection with an error, omission, intentional, willful, wanton, or negligent act(s), and shall be responsible for all parts of its services, both temporary and permanent, relating to the performance of any services under this Agreement or in connection therewith. It is expressly understood that the CONSTRUCTION MANAGER shall indemnify and save harmless the TOLLWAY, its Directors and the employees of the TOLLWAY from claims, suits, actions, damages and costs arising from, growing out of, an error, omission, intentional, willful, wanton or negligent act(s) of the CONSTRUCTION MANAGER under this Agreement, to the maximum extent permitted by law, and such indemnity shall not be limited by reason of

the enumeration of any insurance coverage hereinafter provided. Nothing herein contained shall be construed as prohibiting the TOLLWAY, its Directors or the employees of the TOLLWAY from defending any actions and suits brought against them or any of them or from employing their own counsel in defense of all such actions and suits. It is understood and agreed that the CONSTRUCTION MANAGER is an independent contractor and as such is solely responsible for any and all of its activities hereunder.

## ARTICLE VI

### Insurance

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

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

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

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

- c. Automobile Liability Insurance covering any auto, including owned, hired and non-owned autos, with a minimum limit of \$1,000,000.00 (One million Dollars) each occurrence, combined single limit.

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

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

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

## ARTICLE VII

### Ownership of Documents

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

itself) reusing the plans provided by the CONSTRUCTION MANAGER to abide by the terms and conditions set forth in this paragraph.

ARTICLE VIII  
Financial Statement

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

ARTICLE IX  
Successors and Assigns

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

ARTICLE X  
Subcontractors

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

ARTICLE XI  
Suspension

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

ARTICLE XII  
Termination



A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the CONSTRUCTION MANAGER. Upon termination and within ten (10) days of said termination, the CONSTRUCTION MANAGER shall prepare a detailed Progress Report, including information as to all the work performed by the CONSTRUCTION MANAGER and the status of the work as of the date of the termination, and provide any and all other information and documents developed under the terms of this Agreement as requested by the Chief Engineering Officer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of the work required to be performed under this Agreement that has been completed by the CONSTRUCTION MANAGER. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall, within ten (10) days after the date of termination, furnish to the TOLLWAY marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications to date indicated thereon, in accordance with the requirements of the Construction Manager's Manual in effect at the date of contract execution, and as revised thereafter.

In the event the Chief Engineering Officer of the TOLLWAY requires additional services to be performed by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall prepare a Final Progress Report on completion of the additional services. The TOLLWAY will review the Final Progress Report and determine the percentage of completed services performed under the Agreement by the CONSTRUCTION MANAGER.

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

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

B. Termination for Cause

1. In the event the CONSTRUCTION MANAGER fails to meet any of its contractual obligations as set forth in this Agreement due to any of the herein stated conditions for termination for cause, then the TOLLWAY, at its option, may consider the Agreement as cancelled effective upon the delivery of written Notice of Termination for Cause to the CONSTRUCTION MANAGER, and may, as additional remedies and without prejudice to or waiver of any other right or remedy which it possesses hereunder or as a matter of law, complete the performance of the engineering services with its own forces, secure services from any other available source and any difference in cost shall be charged back to the CONSTRUCTION MANAGER, or at the option of the TOLLWAY, shall require the CONSTRUCTION MANAGER to promptly pay for or reimburse the TOLLWAY for any such difference in cost, or the TOLLWAY may deduct any such cost from any payments due or to become due the CONSTRUCTION MANAGER. In addition to any difference in cost for services incurred by the TOLLWAY, the CONSTRUCTION MANAGER shall reimburse the TOLLWAY for any costs, fees or expenses, including administrative, engineering and legal expenses incurred by the TOLLWAY due to the failure of the CONSTRUCTION MANAGER to meet such obligations. The foregoing costs, fees and expenses, may, at the direction of the TOLLWAY, be deducted from any sums remaining due for services properly performed prior to the effective date of the cancellation and termination.

2. Conditions for termination for cause are as follows:

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

3. Upon termination for cause and within ten (10) days of such notice, the CONSTRUCTION MANAGER shall prepare a detailed Progress Report, including information as to all the work performed by the CONSTRUCTION MANAGER and the

status of the work as of the date of the termination, and provide any and all other information and documents requested by the Chief Engineering Officer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of services that have been performed under this Agreement by the CONSTRUCTION MANAGER. In the case of a dispute between the TOLLWAY and the CONSTRUCTION MANAGER, the decision of the Chief Engineering Officer shall be final. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall, within ten (10) days after the date of termination, furnish the TOLLWAY with marked up full size prints entitled "Record Plans", including specifications with all contract revisions or modifications made up to the termination date indicated thereon, in accordance with the requirements of the Construction Manager's Manual in effect at the date of contract execution, and as revised thereafter.

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIII

Solicitations

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

ARTICLE XIV

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the CONSTRUCTION MANAGER at **Milhouse Engineering & Construction, Inc., 333 S. Wabash Ave., Suite 2901, Chicago, Illinois 60604**, or to the Chief Engineering Officer, at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

## ARTICLE XV

### Record Retention and Audit

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

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

The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the CONSTRUCTION MANAGER and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the CONSTRUCTION MANAGER's obligations to the TOLLWAY. Such subcontractor shall be required to comply with the terms and conditions of this

Section and the TOLLWAY shall be entitled to enforce a breach of that contract.

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

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

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

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

## ARTICLE XVI

### Quality Assurance and Quality Control (QA/QC) Plan

The CONSTRUCTION MANAGER'S QA/QC PLAN for this PROJECT must be presented by the CONSTRUCTION MANAGER fourteen (14) days after receiving the signed contract. After acceptance by the TOLLWAY, the CONSTRUCTION MANAGER must adhere to this QA/QC Plan and will be required to periodically confirm, in writing, that they have complied with the approved plan. The statement of compliance must be submitted to the TOLLWAY Project Manager with each monthly progress report.

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

## ARTICLE XVII

### Miscellaneous

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

## ARTICLE XVIII

### Inspector General

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review and shall not bill the Tollway for such time. Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

## ARTICLE XIX

### Engineer Selection Process

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

## ARTICLE XX

### Report of a Change in Circumstances

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

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

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

## ARTICLE XXI


### EXPATRIATED ENTITIES

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-19-4708 the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

**MILHOUSE ENGINEERING &**

 06/01/2020  
Chairman/CEO - Signature Date  
Willard S. Evans, Jr.

 5.1.2020  
President-Signature Date

Dolla Crater  
Printed Name as Signed Above

APPROVED:

 05/29/2020  
Executive Director - Signature Date  
Jose Alvarez

 05/26/2020  
Chief Financial Officer - Signature Date  
Cathy R. Williams

APPROVED:

 05/18/2020  
General Counsel - Signature Date  
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

 05/18/2020  
Attorney General, State of Illinois - Signature Date



## CONSTRUCTION MANAGER PROPOSAL

### FOR CONTRACT NUMBER I-19-4708

This proposal, dated February 7, 2020, is submitted by Milhouse Engineering & Construction, Inc. of Chicago, IL for Construction Manager's Service.

#### DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract I-19-4708 for which we propose to provide Construction Manager Services is Elgin O'Hare Western Access, I-294 to I-90 – Devon Avenue to Touhy Avenue, in Cook County (Counties), Illinois.

#### SCOPE OF CONSTRUCTION MANAGER SERVICES

Construction Manager Services following selection from PSB 19-3 Item #1 will be provided for all items of work included in the Contract Requirements for the above Construction Contract and will conform with the Illinois State Toll Highway Authority's *Construction Manager's Manual*, in effect at the date the contract is awarded, and as revised thereafter, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY" current practices. These services shall include the responsibility for administration of the referenced Construction Contract in accordance with the applicable Construction Manager's Manual; manage the work as required by the Contract Documents; responsible for all on-site and off-site material testing; document all activities pertaining to the execution of the work; prepare all reports, payment estimates and other required documents; submit a "Record Drawing" set of plans; submit all project records, documents and the project close-out records properly indexed and cross-referenced in a manner which can be easily reviewed by the TOLLWAY at the same time the final pay estimate is submitted; and carry out the policies of the TOLLWAY.

#### FEE PROPOSAL

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

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

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

ACTUAL PAYROLL COSTS AND MULTIPLIER - During the course of the project, compensation shall be equal to Actual Direct Labor Costs (less overtime premium)

multiplied by a factor of 2.80 to compensate for **Payroll Burden and Fringe Costs, Overhead and Miscellaneous Indirect Costs and Profit**. **This factor shall be used for periodic invoicing during the project.**

“Actual Direct Labor” shall be reimbursed only for actual payroll costs paid to individuals employed directly by the CONSTRUCTION MANAGER, while independent contractors and contract employees shall be treated as “reimbursable direct costs” and not “actual direct salary.” Subcontractors shall be treated as “Services by Others.”

The direct labor rate allowable for any individual at the outset of the project for invoicing purposes will be the rate listed on a Consultant Rate Form (CRF) to be submitted by the CONSTRUCTION MANAGER at the start of the project. A revised Consultant Rate Form must be submitted when labor rates increase and when a newly hired employee is added to the TOLLWAY project.

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

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

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

REIMBURSABLE DIRECT COSTS - The Reimbursable Direct Costs Worksheet determines the total dollar amount of Direct costs for the project. See Exhibit D. The CONSTRUCTION MANAGER is responsible for managing the Direct Costs expended so the total Reimbursable Direct Cost amount is not exceeded. All Direct Costs presented for reimbursement must be included on the Allowable Direct Costs list made available in the Professional Service Bulletin (attached to Exhibit D). Direct Costs not identified on the Allowable Direct Costs list must be approved in writing by the Chief Engineering Officer of the TOLLWAY prior to reimbursement. Premium portions of overtime and Reimbursable Direct Costs will be reimbursed upon presentation of appropriate documentation.

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

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the CONSTRUCTION MANAGER, for all costs, shall be \$ 9,499,914.32 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Construction Management services for all items of work included in the Scope of Construction Manager Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the CONSTRUCTION MANAGER, Exhibits A-H (Cont.) must be submitted by the CONSTRUCTION MANAGER for TOLLWAY approval prior to commencement of the work.

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

This request shall include the following:

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

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

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

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

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

KEY PERSONNEL - Exhibit E is a list of the Key Personnel who will be assigned to this project, should this proposal be accepted, together with a brief resume for each. It is understood that the TOLLWAY reserves the right to review the performance of assigned personnel at any time and the CONSTRUCTION MANAGER agrees to replace or re-assign personnel who are deemed by the TOLLWAY to not be suited to the task to which they are assigned. The CONSTRUCTION MANAGER further agrees to assign employees to this project in a manner which will minimize engineering construction expenses to the Authority.

TERMS AND CONDITIONS - This document hereby incorporates by reference the "Contract" attached hereto and made a part hereof. The CONSTRUCTION MANAGER understands and agrees that it shall be bound by the terms and conditions contained in the attached Contract including but not limited to those items contained in the Article titled "Insurance". The CONSTRUCTION MANAGER shall provide a copy of Certificate of Insurance as Exhibit I. In the event there is a conflict between the terms of this proposal and the terms of the attached Contract the terms contained in the Contract shall control.

The CONSTRUCTION MANAGER also agrees that it shall be required to procure and maintain additional insurance, if any is listed below, under the same terms and conditions specified in the Contract. Specialized project specific insurance, namely Railroad

Protective Liability insurance, may be considered for reimbursement as a direct cost.

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

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

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

**THIS PROPOSAL FOR CONSTRUCTION MANAGER SERVICES FOR**

**CONTRACT I-19-4708**

**SUBMITTED BY:**

**FIRM NAME:** Milhouse Engineering & Construction, Inc.

**ADDRESS:** 333 S. Wabash Ave, Suite 2901

**CITY, STATE &  
ZIP CODE:** Chicago, IL 60604

**TELEPHONE:** (312) 987-0061

**FACSIMILE:** (312) 987-0071

**SIGNED BY:**



**PRINTED NAME:** Joseph T. Zurad, PE

**TITLE:** President of Engineering & Construction



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

**ILLINOIS TOLLWAY CONTRACT NO.:** PSB 19-3 Item 1: I-19-4708

**CONTRACTOR/CONSULTANT (NAME):** Milhouse Engineering & Construction, 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 (<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/2018-Rates.aspx>).
- 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 Illinois Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims, 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

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

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

Vendor shall be responsible for the negligent acts and omissions of its agents, employees and **subcontractors in their performance of Vendor's duties under this Contract. Vendor represents that it shall** utilize the services of individuals skilled in the profession for which they will be used in performing services or supplying goods hereunder. In the event that the Illinois 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 Illinois Tollway nor shall the Illinois 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 Illinois 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 Illinois 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 "Illinois Tollway".

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

25.1.5.3 The Illinois Tollway is not currently an appropriated agency.

25.2 **Report of a Change in Circumstances:** The Vendor agrees to report to the ILLINOIS TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the Vendor's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the Vendor's Certification/Disclosure Forms, the Vendor's IDOT pre-qualification,

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

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

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

### **25.3 PAYMENT DATA REPORTING REQUIREMENT**

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

Milhouse Engineering & Construction, Inc.

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

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

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

Agreed: Milhouse Engineering & Construction, Inc.	Agreed:
By: Dola Crater	By:
Signed: 	Signed:
Position: President, Business Operations	Position:
Date: 12/10/2019	Date:



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

**Date:** 2/17/2020

**Project Number:** PSB 19-3 Item 1: I-19-4708

**Project Name:** Elgin O'Hare Western Access, I-294 to I-90 - Devon Avenue to Touhy Avenue, Construction Management Services.

**DELINQUENT DEBT REVIEW  
CONTRACTOR/  
CONSULTANT**

Sub-Contractor/Consultant Disclosure.

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

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

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

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

**Contractor/Consultant:** Milhouse Engineering & Construction, Inc.

**Federal Employment Identification Number (FEIN):**

**E-Mail:** dcrater@milhouseinc.com

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

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

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
See attached				

**Signature:**

**Date:** 2/17/2020

**Printed Name:** Dolla Crater

Item 1 I-19-4708, Elgin O'Hare Western Access, I-294 to I-90 – Devon Avenue to Touhy Avenue, Construction Management Services.

<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>
Infrastructure Engineering, Inc.		One South Wacker Drive, Suite 2650, Chicago, IL 60606	Construction Inspection and Structural Support	12%
The Roderick Group, dba Ardmore Roderick		1500 W Carroll Ave, Suite 300, Chicago, IL 60607	Construction Inspection and Documentation	12%
SQN Associates, LLC		134 N LaSalle St, Ste 700, Chicago, IL	Construction Inspection	10%
Juneau Associates, Inc., P.C.		2100 State Street, P.O. Box 1325, Granite City, IL 62040	Survey and Construction Inspection	10%
OSEH Inc.		1631 S. Michigan Avenue #210, Chicago, IL 60616	Construction Inspection	7%
Material Service Testing, Inc.		1327 West Washington Blvd. Ste. 105, Chicago, IL 60607	Materials QA	6%
RS&H, Inc.		2580 Foxfield Rd, Suite 301 St. Charles, IL 60174	Design Support	0.19%
Burns and McDonnell		200 W Adams, Suite 2700 Chicago, IL 60606	Design Support	0.39%
Primera Engineers, Ltd.		100 S Wacker Drive, Suite 700 Chicago, IL 60606	Design Support	0.19%

# Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 12976

## Milhouse Engineering and Constrct Inc

60 East Van Buren  
Suite 1501  
Chicago IL 60605

Information for this business last updated on:

Wednesday, February 7, 2018

Certificate produced on Tuesday, October 1, 2019 at 9:58 AM





**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

---

I certify that:

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

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

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

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

Name:

Business Name: Milhouse Engineering & Construction Inc.

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number:

Legal Status (check one):

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

Signature of Authorized Representative

Date: February 11, 2020

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

BidBuy Reference #: B-11591, Item 1    Procurement/Contract #: I-19-4708

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor Registration Number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

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

**1. Certification of Illinois Procurement Gateway Registration**

My business has an active State of Illinois Vendor Registration Number.

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

State of Illinois Vendor Registration Number: 20060789

IPG Expiration Date: 9/8/2020

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

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).

Yes    No

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

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

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

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

Name	Address	Relationship to Disclosing Entity
None	None	None

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: None

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

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

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

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

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

**5. Signature**

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Milhouse Engineering and Construction, Inc.

Phone: 312-987-0061

Street Address: 333 S. Wabash Ave., Suite 2901

Email: dcrater@milhouseinc.com

City, State, Zip: Chicago, IL 60604

Vendor Contact: Dolla Crater

Signature




Date: 2/11/2020

Printed Name: Dolla Crater

Title: President, Business Operations

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Capital Development Board	Emergency Plumbing Repairs Manteno Veterans Home	Contract	\$20,000.00	040-020-064
Capital Development Board	Plumbing Repairs Manteno Veterans Home Tier 1 Design	Contract	\$61,581.00	
Capital Development Board	Crestwood Readiness Center	Contract	\$120,109.00	546-310-008
Capital Development Board	Replace Water Mains, Illinois Veterans' Home at Manteno	Contract Pending	TBD	040-020-067
Capital Development Board	Replace Bad Water Main Piping, Ludeman Developmental Center	Contract Pending	TBD	321-110-068
IDOT	Willow Rd over Lehigh Ave and SOO Line RR Widening, PTB 159/17	Contract	\$463,508.00	D-91-407-11
IDOT	IDOT Create P6 - CN RR Flyover CSX/IB RR	Contract	\$44,300.00	P-30-006-13
IDOT	US 30 (Lincoln Highway): IL 59 (Division St) to I-55, Construction Inspection	Contract	\$3,908,563.64	C-91-014-14
IDOT	IDOT PTB 184-01 WO#3 Misc Seated Beam Inspections	Contract	\$80,248.00	D-91-239-17
IDOT	IDOT PTB 184-01 WO#2 127th Over I-57 LIN	Contract	\$25,576.00	D-91-239-17
IDOT	IDOT PS4 PTB 156/07	Contract	\$692,557.00	D-91-454-00
IDOT	IDOT PTB 175/12 I-94 at Old Orchard w Knight	Contract	\$78,355.55	D-91-202-15
IDOT	Van Buren Bridge over Kennedy w Kenny	Contract	\$80,000.00	60X99
IDOT	PTB 169-28 McClugage Bridge w TYLin	Contract	\$145,170.00	P-94-018-13/D-94-018-13
IDOT	PTB 188-006 Project Management	Contract	\$1,499,947.05	P-91-038-18
IDOT	FAI Route 90 w Kenny	Contract	\$10,000.00	60Y39
IDOT	IDOT IL 251 Over Rockton Road and CN RR IDOT PTB 182 Item 13	Contract	\$314,220.32	P-92-073-16/D-92-073-16
IDOT	PTB 194-002; Palatine Road at Des Plaines River - Frontage Road Bridges	Contract Pending	TBD	C-91-096-08
Illinois Tollway	Maintenance Facilities, Site Plans and Design Upon Request	Contract	\$600,000.00	RR-14-4199
Illinois Tollway	Tristate at I 55 w Transystem	Contract	\$1,350,000.00	RR-17-4298
Illinois Tollway	I-88 Roadway Reconstruction	Contract	\$235,920.00	RR-13-4116
Illinois Tollway	PSB 16-1 Item 6 I-88 IL 251	Contract	\$836,880.38	RR-16-4253
Illinois Tollway	IL 83 to York Road (BLA)	Contract	\$521,840.00	I-17-4680
Illinois Tollway	CM Upon Request (Interra)	Contract	\$200,000.00	RR-18-4378
Illinois Tollway	DUR (MEP)	Contract	\$279,003.76	RR-13-5681
UIC	Work Order #6 Replace Hull House hvAC	Contract	\$24,000.00	670-603-16
UIC	Work Order #5 Upgrade Security Cameras - Building 926	Contract	\$19,844.00	926-C16006
UIC	College of Dentistry Cx	Contract	\$282,799.00	13010710
UIUC	University of Illinois Lab Buildings Performance Contract	Contract	\$680,823.75	

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Milhouse Engineering and Construction, Inc., DBA Milhouse Engineering and Construction

System Vendor Number: 20060789

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## Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	9/3/2019
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0334361
REVIEWER	<a href="#">Caleb Adams</a>
DATE REVIEWED	9/9/2019
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	9/8/2020
FLAG FORM	<a href="#">Add Flag</a>

## Settings

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

## Entity Information

BUSINESS NAME	Milhouse Engineering and Construction, Inc. DBA Milhouse Engineering and Construction
CONTACT FOR THIS SUBMISSION	<a href="#">Will Whitaker (change contact)</a>
PRIMARY CONTACT EMAIL	<a href="mailto:MilhouseBD@milhouseinc.com">MilhouseBD@milhouseinc.com</a>
PHONE	312-987-0061
FAX	312-987-0071
COMPANY EMAIL	<a href="mailto:business.admin@milhouseinc.com">business.admin@milhouseinc.com</a>
TAX ID NUMBER	<span style="background-color: black; color: black;">XXXXXXXXXX</span>
COMPANY TYPE	Corporation
ADDRESS	60 EAST VAN BUREN ST., STE 1501 CHICAGO, IL 60605 <a href="#">(edit address)</a>

[View Vendor Profile](#)

## Current Vendor Certifications

Type	Effective	Renewal	Organization
MBE	8/10/2017	8/10/2020	State of Illinois Central Management Services

## Forms

View	Form Name	Flagged
<a href="#">View</a>	A - B. Business Information & Additional Information	

## Vendor Registration: View Form

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

Milhouse Engineering and Construction, Inc., DBA Milhouse Engineering and Construction

System Vendor Number: 20060789

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## Vendor Registration

FORM NAME	<b>A - B. Business Information &amp; Additional Information</b>
DESCRIPTION	<b>Complete section A and B, in order to submit this form.</b>
DATE SUBMITTED	<b>9/3/2019</b>
STATUS	<b>Accepted</b>
BUSINESS NAME	<b>Milhouse Engineering and Construction, Inc. DBA Milhouse Engineering and Construction</b>
POINT OF CONTACT	<b><u>Will Whitaker</u></b>
FLAG FORM	<b><u>Add Flag</u></b>


## A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	<b>Prime Contractor and Subcontractor</b>	<input type="checkbox"/>
2. NAME OF CEO/BUSINESS OWNER	<b>Wilbur Milhouse III</b>	<input type="checkbox"/>
3. ANNUAL SALES/GROSS RECEIPTS	<b>34517898</b>	<input type="checkbox"/>
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	<b>12/12/2001</b>	<input type="checkbox"/>
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	<b>The business conducts business statewide.</b>	<input type="checkbox"/>
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	<b>William Whitaker</b>	<input type="checkbox"/>
CONTACT PERSON TITLE	<b>Senior Business Manager</b>	
CONTACT PERSON PHONE	<b>312-884-8115</b>	
CONTACT PERSON EMAIL	<b>milhousebd@milhouseinc.com</b>	

## B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	<b>Business Enterprise Program (BEP) / Veterans Business Program (VBP)</b>	<input type="checkbox"/>
	<b>Chief Procurement Office (CPO)</b>	
	<b>State Agency</b>	

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Milhouse Engineering and Construction, Inc., DBA Milhouse Engineering and Construction

System Vendor Number: 20060789

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## Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	9/3/2019
STATUS	Accepted
BUSINESS NAME	Milhouse Engineering and Construction, Inc. DBA Milhouse Engineering and Construction
POINT OF CONTACT	<u>Will Whitaker</u>
FLAG FORM	<u>Add Flag</u>

## C. Small Business Set-Aside Program

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



## Additional Information


STAFF ATTACHED FILE(S)

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Milhouse Engineering and Construction, Inc., DBA Milhouse Engineering and Construction

System Vendor Number: 20060789

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## Vendor Registration

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	9/3/2019
STATUS	Accepted
BUSINESS NAME	Milhouse Engineering and Construction, Inc. DBA Milhouse Engineering and Construction
POINT OF CONTACT	<u>Will Whitaker</u>
FLAG FORM	<u>Add Flag</u>

## D. Department of Human Rights (DHR)

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	212	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 117446-00	

## E. Authorized to do Business in Illinois

1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	Yes, registered and in good standing with the Illinois Secretary of State	
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## Additional Information

STAFF ATTACHED FILE(S)

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## Vendor Registration: View Form

Help & Tools 

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations	Reports
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Milhouse Engineering and Construction, Inc., DBA Milhouse Engineering and Construction

System Vendor Number: 20060789

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## Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	9/3/2019
STATUS	Accepted
BUSINESS NAME	Milhouse Engineering and Construction, Inc. DBA Milhouse Engineering and Construction
POINT OF CONTACT	<u>Will Whitaker</u>
FLAG FORM	<u>Add Flag</u>

## F. Certifications

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT. 70

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3 70

N/A

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE 70

Yes

4. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5 70

Yes

5. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS NO PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10 70

Yes

6. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002, OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10.5 70

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

N/A

19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL

PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**N/A**

## G. Board of Elections (BOE)

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

10

**Yes, I certify my business is registered with BOE.**

12976

## Additional Information

STAFF ATTACHED FILE(S)

Attach File

**Refresh List** after attaching file(s).

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Milhouse Engineering and Construction, Inc., DBA Milhouse Engineering and Construction

System Vendor Number: 20060789

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## Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	9/3/2019
STATUS	Accepted
BUSINESS NAME	Milhouse Engineering and Construction, Inc. DBA Milhouse Engineering and Construction
POINT OF CONTACT	<a href="#">Will Whitaker</a>
FLAG FORM	<a href="#">Add Flag</a>

## H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? 70

**No business operations to disclose.**

## Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

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Milhouse Engineering and Construction, Inc., DBA Milhouse Engineering and Construction

System Vendor Number: 20060789

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## Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	9/3/2019
STATUS	Accepted
BUSINESS NAME	Milhouse Engineering and Construction, Inc. DBA Milhouse Engineering and Construction
POINT OF CONTACT	<u>Will Whitaker</u>
FLAG FORM	<a href="#">Add Flag</a>

## I. Financial Disclosures &amp; Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. | 10

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

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS? | 30

**No**

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST | 10

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

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME? | 10

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. <u>IPG Percentage of Ownership and Distributive Income Form - 2019.docx</u> (DOCX, 125.39 KB)	Attached by Will Whitaker on 9/3/2019

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1. | 10

**Yes**

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

**Yes**

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

**Not applicable - For-Profit Entity**

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

**No**

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

**No**

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

**No**

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

**No**

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

**Not applicable - I answered No in Questions 5-8**

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

**Not applicable - I answered No in Questions 5-8**

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

**No**

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

**No**

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

**No**

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A

RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No



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

Vendor Name: Milhouse Engineering & Construction, Inc.

DBA: Milhouse Engineering & Construction, Inc.

**INSTRUCTIONS:**

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Wilbur C Milhouse III	60 E Van Buren St. Suite 1501 Chicago Illinois 60605	82	Click here to enter text.	82	Click here to enter text.
Joseph Zurad		15	Click here to enter text.	15	Click here to enter text.
Dolla Crater		3	Click here to enter text.	3	Click here to enter text.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2020

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

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

<b>PRODUCER</b> HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	<b>CONTACT NAME</b> _____	
	<b>PHONE (A/C, No, Ext)</b> 630-468-5600	<b>FAX (A/C, No)</b> 630-468-5696
<b>E-MAIL ADDRESS</b> CSUConstruction@hubinternational.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Milhouse Engineering & Construction, Inc. 333 S. Wabash Avenue, Suite 2901 Chicago IL 60604	<b>INSURER A</b> Continental Insurance Company of New Jersey	
	<b>INSURER B</b> Continental Casualty Company	
	<b>INSURER C</b> Transportation Insurance Company	
	<b>INSURER D</b> Arch Insurance Company	
	<b>INSURER E</b> The Continental Insurance Company	
	<b>INSURER F</b> _____	

**COVERAGES** **CERTIFICATE NUMBER:** 517477125 **REVISION NUMBER:** \_\_\_\_\_

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y		6076563690	3/31/2020	3/31/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		6076570994	3/31/2020	3/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6076563687	3/31/2020	3/31/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below		N/A	6076563673	3/31/2020	3/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D A	Prof/Poli Liability Leased & Rented Equipment			PAAEP9900101 6076563690	3/31/2020 3/31/2020	3/31/2021 3/31/2021	Each Claim/Aggregate Limit: \$5M/\$10M \$100,000

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

RE: Contract No. I-19-4708

The General and Auto Liability policies include Additional Insured status to the Illinois State Toll Highway Authority only when there is a written contract that requires such status, and only with regard to work performed by the named insured. The General and Auto Liability policies contain a special endorsement with "Primary and Non-contributory" wording, when required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

Illinois State Toll Highway Authority  
 2700 Ogden Ave  
 Downers Grove IL 60515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ORPORATION. All rights reserved.



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

**SCHEDULE**

**Name of Additional Insured Person Or Organization**

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: 6076570994

Policy Effective Date:

Endorsement No: 26; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
  - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this **coverage part** provides such coverage.

**II.** But if the **written contract** requires:

- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** additional insured coverage with "arising out of" language; or
- C.** additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
  - B.** a higher limit of insurance than required by the **written contract**.

**IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
  - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - 2. supervisory, inspection, architectural or engineering activities; or
- B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

**V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

The Continental Insurance Co.

Insured Name: MILHOUSE ENGINEERING & CONSTRUCTION, INC.

Policy No: 6076563690

Endorsement No: 8

Effective Date:



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury or property damage**; or
  2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

# Contract Information Sheet

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

Consultant Name: Milhouse Engineering and Construction,  
Inc.

Contract Number: I-19-4708

Proposal Date: 2/7/2020

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-19-4708

Consultant: Milhouse Engineering and Construction, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

**Grand Total Exhibit A Hours** 26157

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Resident Engineer					72	176	176	168	168	176	152	176	1264
Assistant RE					160	176	136	168	168	176	152	0	1136
Documentation					160	176	176	168	168	176	152	176	1352
Materials Coordinator					72	176	176	168	168	176	152	176	1264
Project Manager					4.5	11	11	10.5	10.5	11	9.5	0	68
<b>TOTALS</b>					468.5	715	675	682.5	682.5	715	617.5	528	5084

Contract Number: I-19-4708

Consultant: Milhouse Engineering and Construction, 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	
Resident Engineer	152	160	184	176	160	176	168	176	168	168	160	168	2016
Assistant RE	0	0	0	176	160	176	168	176	168	168	160	168	1520
Documentation	152	160	184	176	160	176	168	176	168	168	160	168	2016
Materials Coordinator	152	160	184	176	160	176	168	176	168	168	160	168	2016
Project Manager	0	0	0	11	10	11	10.5	11	10.5	10.5	10	0	84.5
<b>TOTALS</b>	456	480	552	715	650	715	682.5	715	682.5	682.5	650	672	7652.5



Contract Number: I-19-4708

Consultant: Milhouse Engineering and Construction, 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	
Resident Engineer	0	0	0	168	168	176	160	184	168	168	160	168	1520
Assistant RE	160	160	184	168	168	176	168	184	168	168	160	168	2032
Documentation	160	160	184	168	168	176	168	184	168	168	160	168	2032
Materials Coordinator	0	0	0	168	168	176	168	184	168	168	160	168	1528
Project Manager	0	0	0	10.5	10.5	11	10.5	11.5	10.5	10.5	10	0	85
<b>TOTALS</b>	320	320	368	682.5	682.5	715	674.5	747.5	682.5	682.5	650	672	7197

Contract Number: I-19-4708

Consultant: Milhouse Engineering and Construction, 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	
Resident Engineer	0	0	0	160	176	176	160	184	160	168	120	0	1304
Assistant RE	160	160	184	160	176	176	160	184	160	168	160	152	2000
Documentation	160	160	184	160	176	176	160	184	160	168	160	152	2000
Materials Coordinator	0	0	0	160	176	176	160	184	0	0	0	0	856
Project Manager	0	0	0	10	11	11	10	11.5	10	0	0	0	63.5
<b>TOTALS</b>	320	320	368	650	715	715	650	747.5	490	504	440	304	6223.5



**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](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**

<b>O'Hare Badging</b>
<b>RailroadSafety Badge Training</b>

<b>TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)</b>	<b>\$ 150,455.00</b>
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# 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-19-4708 Consultant: Milhouse Engineering and Construction, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Wilbur Milhouse III, PE

**Project Manager:** Craig Turner, PE, PLS

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** Patrick Bagliere

**Documentation Engineer:** Ashley Przybysz

**Project Civil Engineer:** Eric Lindemann, PE

**Project Structural Engineer:** Fredric Owens, SE, PE

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: Grzegorz Jaworowski

Classification: Materials Coordinator

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_



**EXHIBIT F**

**Contract No. I-19-4708**

**Milhouse Engineering and Construction, Inc.**

**SCOPE OF SERVICES**

**PLEASE SEE NEXT 6 PAGES**

# **EXHIBIT F**

## **Scope of Work**

Elgin O'Hare Western Access, I-294 to I-90 – Devon Avenue to Touhy Avenue, Construction Management Services

**Contract I-19-4708**

Illinois State Toll Highway Authority

## I. PROJECT DESCRIPTION

This project is to perform Phase III engineering services for the construction inspection and supervision for the proposed mainline lanes for the Elgin O'Hare Western Access (I-490) from Devon Avenue at the south to Touhy Avenue at the north end. The Tollway may adjust the project limits and scope to more accurately adjust the field conditions. Contract I-19-4708 will be the Construction Management (CM) contract for the Construction Contracts I-19-4704 and N07 (design contract I-17-4678). Contract I-18-4704 will consist of advance earthwork and retaining wall construction for two future contracts, one of which is N07. Contract N07 will involve construction of the mainline from Pratt Avenue to Touhy Avenue, and will include a new ILS bridge for O'Hare Runway 9L, and the Touhy Avenue interchange ramps.

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

## II. CONSTRUCTION MANAGEMENT (CM) SERVICES

### A. EXECUTION OF ENGINEERING SERVICES

The CM shall furnish services in accordance with the articles contained in the Tollway's CM Manual dated March 2019, and all applicable Tollway Criteria, Manuals, and Bulletins.

## III. REQUIRED SUBMITTALS TO THE TOLLWAY

Submittal requirements shall be in accordance with the CM Manual.

## IV. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

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

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS site.
2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.

3. Copies of the Tollway Supplemental Specifications, Standard Drawings, and Tollway Design Criteria can be obtained from the Tollway’s website.
4. Copy of contract documents for contracts referenced in Section I, above.

## PROJECT SCHEDULE

### Contract I-19-4708

#### Elgin O’Hare Western Access I-294 to I-90 – Devon Avenue to Touhy Avenue Construction Management Services

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EVENT	SCHEDULE
1. Scoping Meeting	2/3/2020
2. Scope Submittal	2/7/2020
3. Scope Approval	TBD
4. Notice to Proceed	TBD
5. Preconstruction Meeting I-19-4704	TBD
6. Construction Start Date I-19-4704	TBD
7. Preconstruction Meeting I-17-4678	TBD
8. Construction Start Date I-17-4678	TBD

## Attachment A

### Web-based Project Management System

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

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

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

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

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

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

<b>System Requirements</b>	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
<b>Recommended Professional Document Scanners<sup>6</sup></b>	
Medium Format Scanner <sup>1</sup>	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner <sup>1</sup>	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner <sup>1</sup>	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner <sup>1</sup>	Fujitsu M 4097D VRS Document Scanner or equivalent

Medium Format Scanner <sup>1</sup>	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner <sup>1</sup>	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner <sup>1</sup>	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner <sup>1</sup>	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner <sup>1</sup>	Vidar Select MP36 MonochromeScanner or equivalent
<b>Required Additional Software</b>	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader <sup>2</sup>
Portable Document Format(.PDF) file generator	Adobe Acrobat <sup>3</sup>
ZIP File compression utility	WinZip <sup>4</sup> or equal

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

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

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

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

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

**EXHIBIT G**

**Contract No. I-19-4708**

**Milhouse Engineering and Construction, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
D-91-309-12	FAP 326 (IL 47), at Main Street, South of	\$1,118,374.00	\$34,646.59	5/1/2020
D-91-407-11	Willow Rd over Lehigh Ave and SOO Line RR Widening, PTB 159/17	\$608,375.00	\$47,821.48	3/5/2020
P-30-006-13	IDOT Create P6 - CN RR Flyover CSXIBB RR	\$109,964.76	\$24,554.98	4/20/2020
D-91-137-16	IDOT PS4 PTB 156/07	\$692,557.00	\$193,254.74	12/31/2020
P-91-132-17	IDOT PTB 182/007 From I-80 to US 52	\$226,829.00	\$41,226.10	5/10/2020
P-91-038-18	Program Management PTB 188-06	\$1,499,947.05	\$166,195.57	12/31/2020
D-91-239-17	IDOT PTB 184-01 Preliminary Engineering	\$105,824.00	\$10,747.47	6/25/2020
118-13/D-94-	(US 150 Eastbound over the Illinois River, Phase I and II	\$145,170.00	\$121,298.78	12/31/2020
RR-17-4298	ISTHA RR-17-4298 Tristate at I 55 w Transystem	\$1,350,000.00	\$93,000.00	12/31/2020
RR-18-4378	CM upon Request	\$200,000.00	\$200,000.00	12/31/2020
I-17-4680	ISTHA IL 863 to York Road	\$521,840.00	\$285,717.13	12/31/2020
RR-16-4253	Roadway & Bridge Rehab, Reagan Memorial	\$836,880.38	\$146,130.70	12/31/2020
13010710	College of Dentistry Cx	\$350,908.00	\$17,545.40	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**

<p>1 <u>Infrastructure Engineering, Inc.</u></p> <p>Direct Labor <u>\$ 1,061,340.70</u></p> <p>Direct Costs <u>\$ 78,659.30</u></p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ 1,140,000.00</u></p>	<p>7 _____</p> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>2 <u>Material Service Testing, Inc.</u></p> <p>Direct Labor <u>\$ 507,195.50</u></p> <p>Direct Costs <u>\$ 62,804.50</u></p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ 570,000.00</u></p>	<p>8 _____</p> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>3 <u>OSEH, Inc.</u></p> <p>Direct Labor <u>\$ 617,891.40</u></p> <p>Direct Costs <u>\$ 47,108.60</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 665,000.00</u></p>	<p>9 _____</p> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>4 <u>SQN Associates, LLC</u></p> <p>Direct Labor <u>\$ 897,680.00</u></p> <p>Direct Costs <u>\$ 52,320.00</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 950,000.00</u></p>	<p>10 _____</p> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>5 <u>The Roderick Group, dba Ardmore Roderick</u></p> <p>Direct Labor <u>\$ 1,063,104.00</u></p> <p>Direct Costs <u>\$ 76,896.00</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 1,140,000.00</u></p>	<p>11 _____</p> <p>Direct Labor <u>\$ -</u></p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>

6 Primera Engineers, Ltd. (DSE)

Direct Labor	<u>\$ 18,386.76</u>
Direct Costs	<u>\$ 113.24</u>
Services by Others	<u>\$ -</u>
Additional Services **	<u>\$ -</u>
Total this Subconsultant (ULC)	<u>\$ 18,500.00</u>

12

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 DBE/MBE/WBE Subconsultants: \$ 4,483,500.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 4,483,500.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 47.20%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 47.20%

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

<p>1 <u>Juneau Associates Inc., P.C. (VOSB)</u></p> <p>Direct Labor                   \$    914,568.14</p> <p>Direct Costs                   \$     35,431.86</p> <p>Services by Others                   _____</p> <p>Additional Services **                   _____</p> <p>Total this Subconsultant (ULC)                   \$    950,000.00</p>	<p>6 _____</p> <p>Direct Labor                   _____</p> <p>Direct Costs                   \$            -</p> <p>Services by Others                   \$            -</p> <p>Additional Services **                   \$            -</p> <p>Total this Subconsultant (ULC)                   \$            -</p>
<p>2 <u>RS&amp;H, Inc. (DSE)</u></p> <p>Direct Labor                   \$     18,233.60</p> <p>Direct Costs                   \$        266.40</p> <p>Services by Others                   _____</p> <p>Additional Services **                   _____</p> <p>Total this Subconsultant (ULC)                   \$     18,500.00</p>	<p>7 _____</p> <p>Direct Labor                   \$            -</p> <p>Direct Costs                   \$            -</p> <p>Services by Others                   \$            -</p> <p>Additional Services **                   \$            -</p> <p>Total this Subconsultant (ULC)                   \$            -</p>
<p>3 <u>Burns &amp; McDonnell Engineering, Inc. (DSE)</u></p> <p>Direct Labor                   \$     36,062.71</p> <p>Direct Costs                   \$        937.29</p> <p>Services by Others                   \$            -</p> <p>Additional Services **                   \$            -</p> <p>Total this Subconsultant (ULC)                   \$     37,000.00</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: \$ 1,005,500.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 1,005,500.00

# Contract Information Sheet

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

Consultant Name: Infrastructure Engineering, Inc.

Contract Number: I-19-4708

Proposal Date: 2/7/2020

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-19-4708

Consultant: Infrastructure Engineering, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												Grand Total Exhibit A Hours	8605
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS	
Contract I-19-4708														
Principal														
Project Manager						3	2	1	1	1	1	1	1	10
Senior Engineer														
Resident Engineer														
Project Engineer														
Senior Technical Specialist						160	200	160	160	200	160	120	1160	
Technical Specialist						160	200	160	160	200	160		1040	
Administrator						3	1	1	1	1	1	1	9	
<b>TOTALS</b>						326	403	322	322	402	322	122	2219	

Contract Number: I-19-4708

Consultant: Infrastructure 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	
Contract I-19-4708													
Principal													
Project Manager	1	1	1	1	1	1	1	1	1	1	1	1	12
Senior Engineer													
Resident Engineer													
Project Engineer													
Senior Technical Specialist	200	160	160	200	160	160	200	160	160	200	160	80	2000
Technical Specialist				200	160	160	200	160	160	200	160		1400
Administrator	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>TOTALS</b>	202	162	162	402	322	322	402	322	322	402	322	82	3424

Contract Number: I-19-4708

Consultant: Infrastructure Engineering, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Contract I-19-4708													
Principal													
Project Manager				1	1	1	1	1	1	1	1	1	9
Senior Engineer													
Resident Engineer													
Project Engineer													
Senior Technical Specialist				200	160	160	200	160	200	160	160	160	1560
Technical Specialist				200	160	160	200	160	200	160	144		1384
Administrator				1	1	1	1	1	1	1	1	1	9
<b>TOTALS</b>				402	322	322	402	322	402	322	306	162	2962

Contract Number: I-19-4708

Consultant: Infrastructure 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	
Contract I-19-4708													
Principal													
Project Manager													
Senior Engineer													
Resident Engineer													
Project Engineer													
Senior Technical Specialist													
Technical Specialist Administrator													
<b>TOTALS</b>													0



Contract No.: I-19-4708

Consultant: Infrastructure Engineering, Inc.

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR** (without overtime)

<u>8,605.00</u> (Total Work Hours from Exhibit A)	<u>\$ 44.05</u> (Average Hourly Rate )	TOTAL DIRECT SALARY \$ <u>379,050.25</u>
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Multiplier to be used on this project:	<u>2.80</u>
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)	

<b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b>	\$ <u>1,061,340.70</u>
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**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$ <u>78,659.30</u>
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**C. SERVICES BY OTHERS**

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

TOTAL SERVICES BY OTHERS	\$ <u>-</u>
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**D. ADDITIONAL SERVICES** (Prime Consultant)

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

**ADDITIONAL SERVICES** (Subconsultants)

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

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

**E. MAXIMUM ALLOWABLE FEE** (Upper Limit of Compensation)

<u>\$ 1,140,000.00</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-19-4708

Consultant: Infrastructure Engineering, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: \_\_\_\_\_

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-19-4708**

**Infrastructure Engineering, Inc.**

**SCOPE OF SERVICES**

IEI will provide documentation assistance and inspection services for the CM contract I-19-4708.

**EXHIBIT G**

**Contract No. I-19-4708**

**Infrastructure Engineering, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope and Description of Project	Fee (Including all Supplemental and Extra Work Orders)	Fee Remaining to Be Earned	Estimated Date of Completion
RR-18-4434 - PSB 18-4 Item 4	Item 4: Phase III CM Upon Request	\$5,000,000	\$1,500,000	Apr-22



**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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

\*\* Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

**EXHIBIT 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)**

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

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

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

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

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

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

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

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

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

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

\*\* Additional services funds require prior authorization before use

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

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 -

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

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 -

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

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 -

# Contract Information Sheet

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

Consultant Name: Material Service Testing, Inc.

Contract Number: I-19-4708

Proposal Date: 2/7/2020

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-19-4708

Consultant: Material Service Testing, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Materials QA						95	160	160	160	120	40			735
<b>TOTALS</b>						95	160	160	160	120	40			735





Contract Number: I-19-4708

Consultant: Material Service Testing, 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	
Materials QA				40	120	180	200	200	150				890
<b>TOTALS</b>				40	120	180	200	200	150				890





Contract No.: I-19-4708 Consultant: Material Service Testing, 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](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**

Please see attached QA Testing Tasks  
and Descriptions  
Railroad Safety Badging - Actual Fee  
O'Hare Badging - Actual Fee  
   
   
   
   
   
   
   
   
   
   
   
   
   
 

**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)** \$ 62,804.50

# ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

## **ALLOWABLE DIRECT COSTS**

- \*website for State Reimbursement Rates\_  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

## **ALLOWABLE DIRECT COSTS**

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

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

### NOTES:

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

## QA Testing Tasks and Descriptions - I-19-4708

Task #	NAME OF TEST	AASHTO/IDOT modified, ASTM test method	Standard Rate	Expedited Rate*	Quantity		Total
					Standard	Expedited	
1	TSR	ILLINOIS modified 03/01/09 AASHTO T283-02 , ASTM D4867/D4867-09	\$1,363.00	\$2,044.50			\$0.00
	Gyratory Compactor	ILLINOIS modified 05/01/07 AASHTO T312-04 , ASTM D6925-09					
2	Gmm (Maximum Specific gravity)	ILLINOIS modified 04/01/08 AASHTO T209-05 , ASTM D2041-03a	\$1,363.00	\$2,044.50			\$0.00
	Gmb (Bulk specific gravity)	ILLINOIS modified 01/01/10 AASHTOT 166-07 (Method A and C), ASTM D2726-10					
	Ignition oven (2)	ILLINOIS modified 04/01/10 AASHTO T308-09 , ASTM D6307-05(2010)					
	Washed Gradation	ILLINOIS modified 11/01/96 AASHTO T30-93 , ASTM D5444-08					
	Reflux extraction	ILLINOIS modified 04/01/10 AASHTO T164-94 , ASTM D2172-88					
	Gyratory Compactor	ILLINOIS modified 05/01/07 AASHTO T312-04 , ASTM D6925-09					
3 (for N90 and N105)	TSR	ILLINOIS modified 03/01/09 AASHTO T283-02 , ASTM D4867/D4867-09	\$1,881.00	\$2,821.50			\$0.00
	Gmm (Maximum Specific gravity)	ILLINOIS modified 04/01/08 AASHTO T209-05 , ASTM D2041-03a					
	Gmb (Bulk specific gravity)	ILLINOIS modified 04/01/10 AASHTO T166-07 (Method A and C), ASTM D2726-10					
	Ignition oven (2)	ILLINOIS modified 04/01/10 AASHTO T308-09 , ASTM D6307-05(2010)					
	Washed Gradation	ILLINOIS modified 11/01/96 AASHTO T30-93 , ASTM D5444-08					
	Reflux extraction (3)	ILLINOIS modified 04/01/10 AASHTO T164-94 , ASTM D2172-88					
4	Gyratory Compactor	ILLINOIS modified 05/01/07 AASHTO T312-04 , ASTM D6925-09	\$1,170.00	\$1,755.00			\$0.00
	Washed Gradation	ILLINOIS modified 11/01/96 AASHTO T30-93 , ASTM D5444-08					
	Gilson Shaker	ILLINOIS modified 04/01/10 AASHTO T27-06 , ASTM C136-06					
	Gmm (Maximum Specific gravity)	ILLINOIS modified 04/01/08 AASHTO T209-05 , ASTM D2041-03a					
5	Draindown test	AASHTO T305-09 , ASTM D6390-05 (2010)	\$151.00	\$226.50			\$0.00
	Gmm (Maximum Specific gravity)	ILLINOIS modified 04/01/08 AASHTO T209-05 , ASTM D2041-03a					
	Gyratory Compactor	ILLINOIS modified 05/01/07 AASHTO T312-04 , ASTM D6925-09					
6	Gmb (Bulk specific gravity)	ILLINOIS modified 04/01/10 AASHTO T166-07 (Method A and C), ASTM D2726-10	\$487.00	\$730.50			\$0.00
	Gyratory Compactor	ILLINOIS modified 05/01/07 AASHTO T312-04 , ASTM D6925-09					
7	Splitting HMA sample	AASHTO R47	\$268.00	\$402.00			\$0.00
	Reflux extraction	ILLINOIS modified 04/01/10 AASHTO T164-94 , ASTM D2172-88					
8	Splitting HMA sample	AASHTO R47	\$219.00	\$328.50			\$0.00
	Gmm (Maximum Specific gravity)	ILLINOIS modified 04/01/08 AASHTO T209-05 , ASTM D2041-03a					

9	Splitting HMA sample Gmb (Bulk specific gravity)	AASHTO R47 ILLINOIS modified 04/01/10 AASHTO T166-07 (Method A and C), ASTM D2726-10	\$200.00	\$300.00	\$0.00
10	Splitting HMA sample Ignition oven	AASHTO R47 ILLINOIS modified 04/01/10 AASHTO T308-09 , ASTM D6307-05(2010)	\$155.00	\$232.50	\$0.00
11	Splitting HMA sample Ignition oven Washed Gradation	AASHTO R47 ILLINOIS modified 04/01/10 AASHTO T308-09 , ASTM D6307-05(2010) ILLINOIS modified 11/01/96 AASHTO T30-93 , ASTM D5444-08	\$180.00	\$270.00	\$0.00
12	Nuclear asphalt content	ASTM D2950-81	\$254.00	\$381.00	\$0.00
13	TSR	ILLINOIS modified 03/01/09 AASHTO T283-02 , ASTM D4867/D4867-09	\$557.00	\$835.50	\$0.00
14	Gmm (Maximum Specific gravity)	ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2041-03a	\$219.00	\$328.50	\$0.00
	Gmb (Bulk specific gravity)	ILLINOIS modified 04/01/10AASHTO T166-07 (Method A and C), ASTM D2726-10	\$200.00	\$300.00	\$0.00
	Reflux extraction	ILLINOIS modified 04/01/10 AASHTO T164-94 , ASTM D2172-88	\$268.00	\$402.00	\$0.00
	Gyratory Compactor	ILLINOIS modified 05/01/07 AASHTO T312-04 , ASTM D6925-09	\$488.00	\$732.00	\$0.00
15	Core density	ILLINOIS modified 04/01/10 AASHTO T166-07	\$67.00	\$100.50	\$0.00
16	Flow and stability	ILLINOIS modified 01/01/98 AASHTO T245-94 , ASTM D4867/D4867M-09	\$231.00	\$346.50	\$0.00
17	Average rate for HMA level I technician	Per Hour	\$147.00		\$0.00
18	Average rate for HMA level II technician	Per Hour	\$163.00		\$0.00
19	Average rate for HMA level III technician	Per Hour	\$173.00		\$0.00
20	Average rate for density technician	Per Hour	\$137.00		\$0.00
21	Concrete breaks: cylinder (wet curing)	ILLINOIS modified 04/01/08 AASHTO T22-07 ,ASTM C39/C39M-10, ASTM C192	\$26.00	\$39.00	\$0.00
22	Concrete breaks: cylinder (dry curing)	ILLINOIS modified 04/01/08 AASHTO T22-07 ,ASTM C39-C39M-10	\$24.00	\$36.00	\$0.00
23	Beam braking: center point load (with curing)	ILLINOIS modified 04/01/09 AASHTO T177-03, ASTM C192, ASTM C78-08	\$44.00	\$66.00	\$0.00
24	Beam braking: third point load (with curing)	ILLINOIS modified 04/01/09 AASHTO T177-03, ASTM C192, ASTM C78-08	\$67.00	\$100.50	\$0.00
25	Average rate for concrete level I technician	Per Hour	\$147.00		\$0.00
26	Average rate for concrete level II technician	Per Hour	\$163.00		\$0.00
27	Washed Gradation	ILLINOIS modified 04/01/10AASHTO T27-06, ASTM C136-06	\$165.00	\$247.50	\$0.00
	Reducing sample size	ILLINOIS modified 04/01/10 AASHTO T248, ASTM C702-98(2003)			
28	Particle size analysis	AASHTO T88-00 (2008), ASTM D422-63(2007)	\$252.00	\$378.00	\$0.00
29	Coarse aggregate specific gravity	ILLINOIS modified 04/01/10 AASHTO T85-08, ASTM C127-07	\$205.00	\$307.50	\$0.00
30	Fine aggregate specific gravity	ILLINOIS modified 04/01/10 AASHTO T84-09, ASTM C128-07a	\$259.00	\$388.50	\$0.00
31	Fine Aggregate specific gravity verification	ILLINOIS modified 04/01/10 AASHTO T84-09, ASTM C128-07a	\$283.00	\$424.50	\$0.00
32	Coarse Aggregate specific gravity verification	ILLINOIS modified 04/01/10 AASHTO T85-08, ASTM C127-07	\$283.00	\$424.50	\$0.00
33	RAP specific gravity	ILLINOIS modified 04/01/10 AASHTO T85-08, ASTM C127-07	\$208.00	\$312.00	\$0.00
34	RAS specific gravity	District 1 Method	\$209.00	\$313.50	\$0.00
35	Slag counts	Ignition test plus count	\$229.00	\$343.50	\$0.00
36	Modified proctor	ILLINOIS modified 04/01/1 AASHTO T180-09, ASTM D1557-09	\$397.00	\$595.50	\$0.00
37	Aggregate technician (5-day)	Per Hour	\$158.00		\$0.00
38	Standard proctor	ILLINOIS modified 04/01/10 AASHTO T99-09(2004), ASTM D698-07e1	\$312.00	\$468.00	\$0.00
39	Liquid limits	AASHTO T89-02(2006), ASTM D4318-10	\$155.00	\$232.50	\$0.00
	Plastic limits	AASHTO T90-00(2008), ASTM D4318-10			
40	Hydrometer analysis	AASHTO T88-00(2008), ASTM D422-63(2007)	\$206.00	\$309.00	\$0.00
41	Soil technician	Per Hour	\$158.00		\$0.00
42	Laboratory technician	Per Hour	\$158.00		\$0.00
43	Source inspector	Per Hour	\$176.00		\$0.00
44	Sample pick-up	Per CECS			

45	Core cutting (including traffic control)	Actual Cost (requires 2-3 quotes)			
46	Core cutting	Actual Cost (requires 2-3 quotes)			
47	Core cutting under 12"	Per Core	\$170.00	\$255.00	\$0.00
48	Core cutting over 12"	Per Core	\$198.00	\$297.00	\$0.00
49	Core sawing	Concrete and Bituminous - Per Lineal Foot	\$76.00	\$114.00	\$0.00
50	Project manager	Per Hour	\$173.00		\$0.00
51	Mileage	Per Mile			\$0.00
52	Vehicle cost (daily)- per Tollway allowable direct costs	Per Day	\$65.00		\$0.00
53	Average overtime rate	1.5 times hourly rate			
54	Average overtime rate (holidays and Sundays)	2.0 times hourly rate			
55	Average cost for labor outside standard work day				
56	Nuclear Density Gauge	Per Day	\$95.00		\$0.00
57	Micro-Deval Abrasion Test	ASTM D6928, ASTM D7428	\$391.00	\$586.50	\$0.00
58	Hamburg Wheel w/mix design	AASHTO T324	\$1,236.00	\$1,854.00	\$0.00
59	Hamburg Wheel w/o mix design	AASHTO T324	\$1,288.00	\$1,932.00	\$0.00
60	Hamburg Wheel on prepared sample	AASHTO T324	\$773.00	\$1,159.50	\$0.00
61	Hamburg Wheel on pavement core	AASHTO T324	\$876.00	\$1,314.00	\$0.00
62	Polarized Light Microscopy (PLM)	EPA 6--/R-93/116 (by a NIST Accredited Laboratory) - Per Sample	\$39.00	\$58.50	\$0.00
63	Organic Content by Wet Combustion	AASHTO T 194	\$92.00	\$138.00	\$0.00
64	PGE Gradation Test - washed or dry		\$347.00	\$520.50	\$0.00
65	Concrete breaks: Light Weight Cellular Concrete	ASTM C-495	\$52.00	\$78.00	\$0.00
66	Shot Crete Pannel Coring	Per Pannel	\$300.00	\$450.00	\$0.00
67	Shot Crete Pannel Core Compressive Strenght Testing	Per Core	\$57.00	\$85.50	\$0.00
68	Determination of Applied Prime	Per Test	\$155.00	\$232.50	\$0.00
69	Moisture Content	AASHTO T265	\$20.00	\$30.00	\$0.00
70	Unconfined Compressive Strength Test	AASHTO T208	\$50.00	\$75.00	\$0.00
71	Unconsolidated Undrained Triaxial Test	AASHTO T296	\$500.00	\$750.00	\$0.00
72	Consolidated Undrained Triaxial Test	ASTM D-4767 - Includes 3 points	\$900.00	\$1,350.00	\$0.00
73	One Dimensional Consolidation Test	AASHTO T216	\$250.00	\$375.00	\$0.00
74	PH of Soil	ASTM D-2437	\$52.00	\$78.00	\$0.00
75	CBR	ASTM D-1883	\$525.00	\$787.50	\$0.00
76	Asphalt Analyzer		\$365.00	\$547.50	\$0.00
					Total \$0.00



Contract No.: I-19-4708

Consultant: Material Service Testing, 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: Kimberly Belton

Classification: Materials QA Technician

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-19-4708**

**Material Service Testing, Inc.**

**SCOPE OF SERVICES**

Materials QA and Construction Testing and Inspection.

**EXHIBIT G**

**Contract No. I-19-4708**

**Material Service Testing, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-19-4708	EOWA: I-294 to I-90 Devon Ave to Touhy	\$570,000.00	\$570,000.00	9/30/2023
I-18-4420	I-294/I-57 Tri State Tollway MP 7.6 (I-57)	\$412,962.00	\$412,962.00	9/30/2023
RR-18-4382	Tri State Tollway Stern School Rd Bridge	\$52,134.00	\$52,134.00	11/30/2021
I-15-4659	Elgin O'Hare Western Access: Design and Const Mgmt	\$63,384.00	\$8,301.00	12/31/2019
I-18-4701	Const Mgmt Services Upon Request	\$2,670,000.00	\$2,670,000.00	11/30/2024
RR-18-4435	Jane Adams Memorial Tollway Pavement & Bridge Preservation	\$125,255.00	\$125,255.00	10/31/2020
I-17-4315	Tri-State Tollway- CM Upon Request	\$241,203.00	\$10,373.00	12/1/2019
I-17-4681	EOWA at IL 19	\$227,500.00	\$227,500.00	1/30/2020
RR-17-9292	Job Order Contracting	TBD		
RR-18-4354	Systemwide, Design and Construction Mgmt Services for Landscape Services upon request	\$80,000.00	\$80,000.00	5/31/2019
RR-18-9206	Materials Engineering Services, Systemwide	\$2,583,750.00	\$1,832,264.37	12/31/2023
RR-18-4377	Systemwide Maintenance Facilities	\$325,000.00	\$145,730.69	12/1/2019
I-18-4698	I-490 Design and CM Services	\$280,000.00	\$126,469.48	12/31/2021
I-18-4413	I-294 Temporary ITS Relocation	\$138,420.00	\$24,808.25	6/30/2020
C-91-007-15	US 41 at IL 132	\$140,218.00	\$48,094.00	12/31/2019
C-94-053-16	Materials PM for Various PCC/HMA\AGG	\$1,147,000.00	\$236,588.83	10/1/2020
C-92-038-16	Various Construction Inspection	TBD		
C-91-120-17	Various Construction Inspection	TBD		
C-91-230-17	I-90 at I-290 Congress Parkway	\$360,565.00	\$51,118.18	6/30/2019
C-91-229-15	Construction Inspection for US 14 at WC RR	\$95,000.00	\$93,172.00	10/1/2020
C-93-999-19	Various Quality Test for Precast/Prestressed	\$50,000.00	\$47,074.97	12/31/2020
C-91-280-12	Wolf Rd: IL 21 (Milwaukee Ave) to N. Hintz	TBD		
C-91-002-20	I-90 (Kennedy Expressway): IL 43 to I-94	TBD		
MT-91-001-20	Various Phase III QA for Agg/HMA/PCC &	TBD		

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

<b>11</b>	_____		
	Direct Labor	_____	
	Direct Costs	\$ _____	-
	Services by Others	\$ _____	-
	Additional Services **	\$ _____	-
	Total this Subconsultant (ULC)	\$ _____	-

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

<b>12</b>	_____		
	Direct Labor	_____	
	Direct Costs	\$ _____	-
	Services by Others	\$ _____	-
	Additional Services **	\$ _____	-
	Total this Subconsultant (ULC)	\$ _____	-

\*\* Additional services funds require prior authorization before use

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

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

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

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

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

**EXHIBIT H - SERVICES BY OTHERS (continued)**

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

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

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

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

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

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

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

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

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

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

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

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

\*\* Additional services funds require prior authorization before use

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

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

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

# Contract Information Sheet

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

Consultant Name: OSEH, Inc.

Contract Number: I-19-4708

Proposal Date: 2/7/2020

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-19-4708

Consultant: OSEH, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Principal						2	2	2	2	2	2	2	14
Construction Inspector						160	180	180	180	180	160		1040
<b>TOTALS</b>						162	182	182	182	182	162	2	1054

Contract Number: I-19-4708

Consultant: OSEH, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Principal			2	2	2	2	2	2	2	2	2	2	18
Construction Inspector			100	160	180	180	180	180	180	180	160		1500
<b>TOTALS</b>			102	162	182	182	182	182	182	182	162		1518



Contract Number: I-19-4708

Consultant: OSEH, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Principal			2	2	2	2	2	2	2	2	2	2	18
Construction Inspector			100	160	180	180	180	180	180	180	160		1500
<b>TOTALS</b>			102	162	182	182	182	182	182	182	162		1518

Contract Number: I-19-4708

Consultant: OSEH, 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	
Project Principal				2	2	2	2	2	2				12
Construction Inspector				160	180	180	180	180	180				1060
<b>TOTALS</b>				162	182	182	182	182	182				1072





# 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-19-4708

Consultant: OSEH, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: \_\_\_\_\_

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

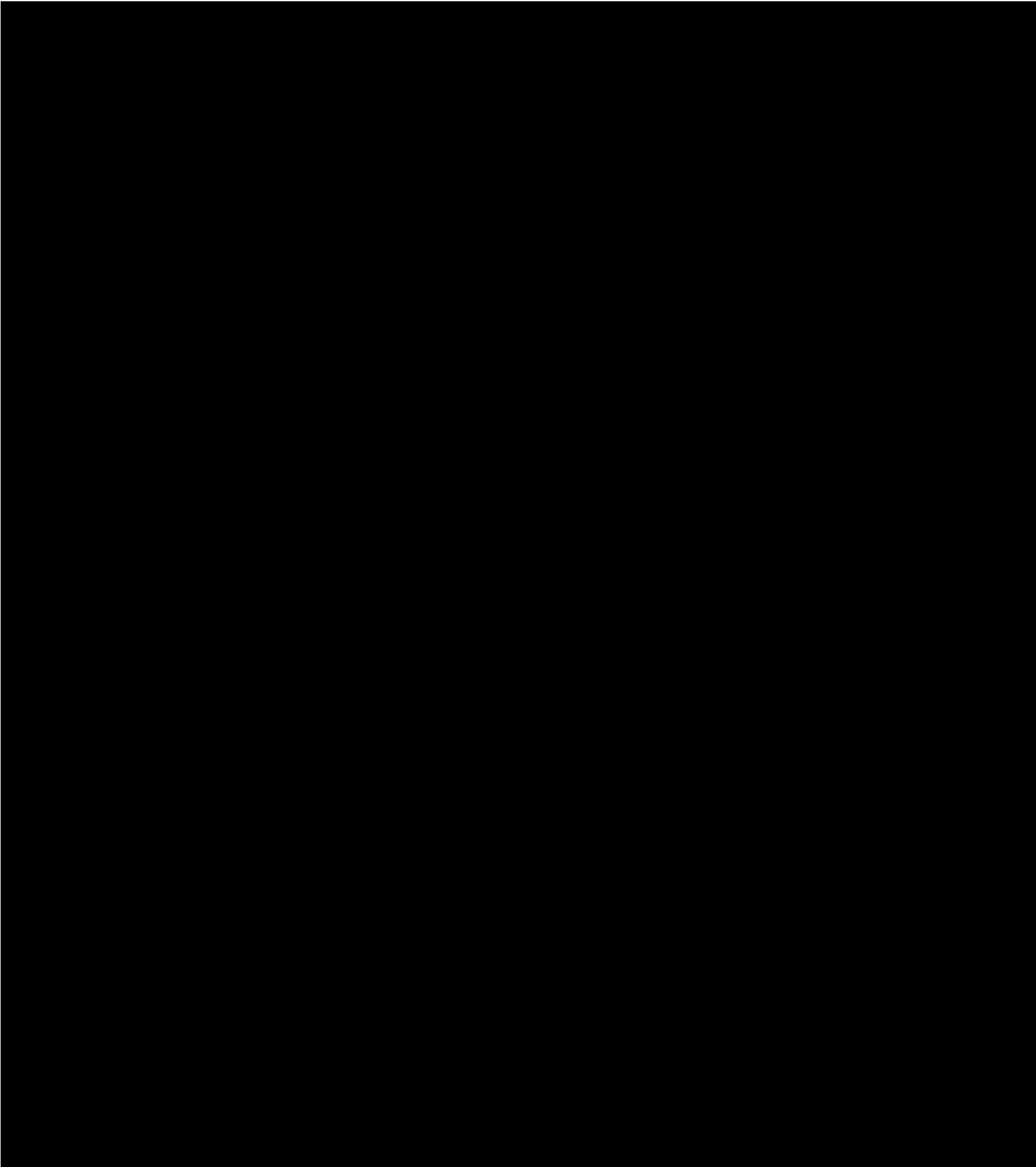
Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

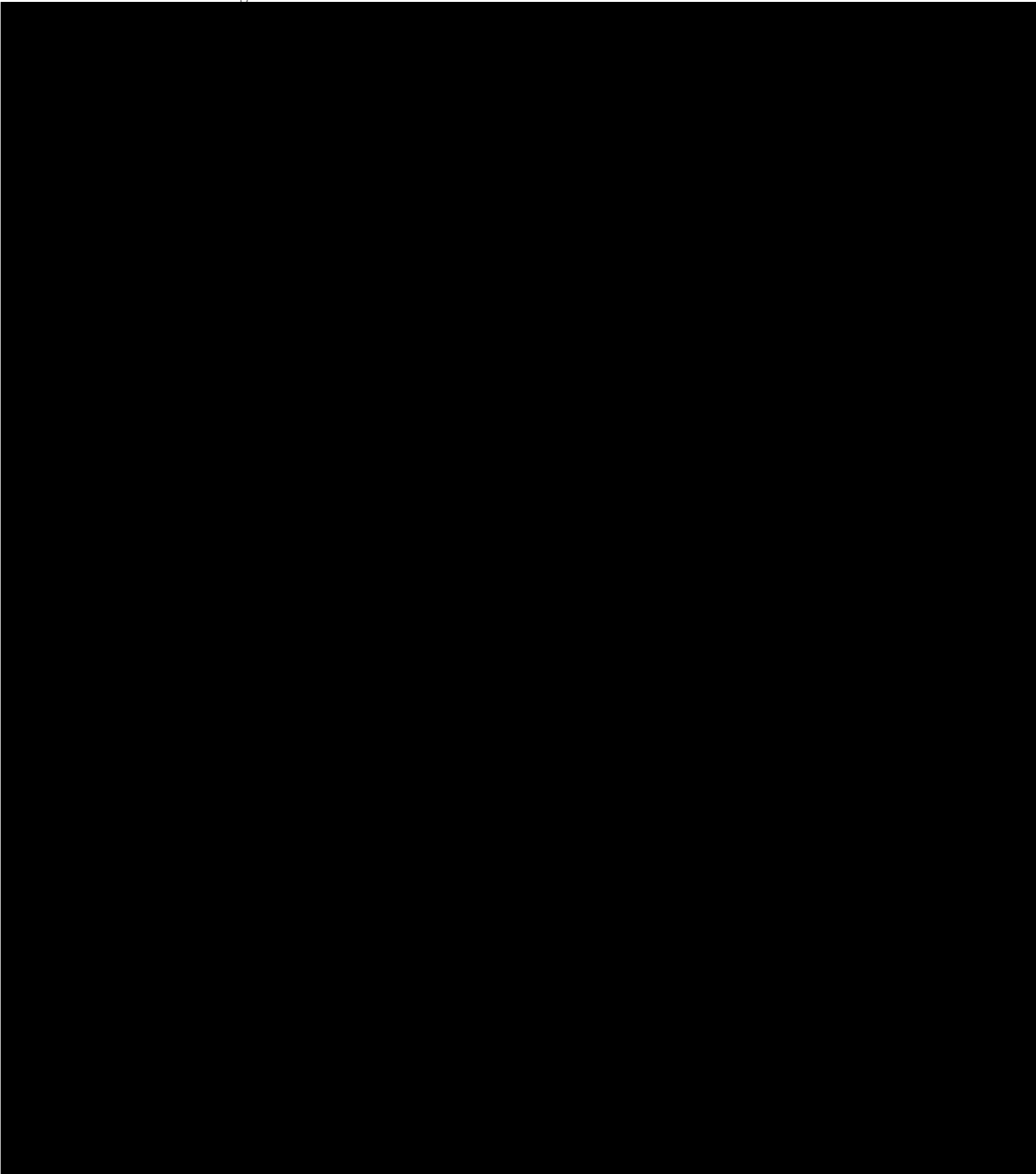


Joshua Spears  
Construction Inspector



Mirza Baig

Construction Engineer



OSEH<sup>inc.</sup>

Mirza Baig

Construction Engineer

**EXHIBIT F**

**Contract No. I-19-4708**

**OSEH, Inc.**

**SCOPE OF SERVICES**

Phase III engineering services are required for the construction inspection, and supervision for the construction of new mainline lanes for the Elgin O'Hare Western Access between Devon Avenue and Touhy Avenue in Cook County, Illinois.

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

**Subconsultant Services:**

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

**EXHIBIT G**

**Contract No. I-19-4708**

**OSEH, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-18-4383	Maintenance of Traffic Studies	\$150,000.00	\$143,341.29	6/30/2023
I-18-4361	EOWA Extension - Signing/Striping Plan	\$110,281.00	\$98,196.65	5/31/2020
I-18-4434	Construction Inspection Upon Request - Reagan Memorial Tollway (I-88)	\$250,000.00	\$168,803.93	12/31/2020
I-18-4380	Construction Inspection - Central Tri State (I-294)	\$198,605.44	\$198,605.44	12/31/2021
I-19-4469	U.S.20 Bridge over Jane Addams Memorial Tollway	\$180,000.00	\$180,000.00	8/30/2021
P-20-002-20	Program Manager Chicago to Rockford	\$75,000.00	\$75,000.00	
P-91-001-20	Various Phase I Studies	\$120,000.00	\$120,000.00	
D-91-312-20	Barrington Road Phase II Engineering	TBD	TBD	TBD

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

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

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

\*\* Additional services funds require prior authorization before use

TOTAL 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)	\$	-	<hr/>

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

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

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

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

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

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

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

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

10	<hr/>		
Direct Labor			
Direct Costs		\$ -	
Services by Others		\$ -	
Additional Services **		\$ -	
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 Number: I-19-4708

Consultant: SQN Associates, 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	
Construction Inspection						200	252	252	252	190	190		1336
<b>TOTALS</b>						200	252	252	252	190	190		1336

Contract Number: I-19-4708

Consultant: SQN Associates, 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	
Construction Inspection			190	190	190	252	252	252	252	190	190		1958
<b>TOTALS</b>			190	190	190	252	252	252	252	190	190		1958



Contract Number: I-19-4708

Consultant: SQN Associates, 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	
Construction Inspection			190	190	190	190	190	190	268				1408
<b>TOTALS</b>			190	190	190	190	190	190	268				1408



Contract No.: I-19-4708 Consultant: SQN Associates, 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](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 Safety Badging** \_\_\_\_\_
- O'Hare Badging** \_\_\_\_\_
- \_\_\_\_\_
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- \_\_\_\_\_

**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized)** \$ 52,320.00

# 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-19-4708

Consultant: SQN Associates, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: \_\_\_\_\_

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-19-4708**

**SQN Associates, LLC**

**SCOPE OF SERVICES**

Construction inspection services , as required, for all items of work included in the Contract Requirements for the above Construction Contract.

**EXHIBIT G**

**Contract No. I-19-4708**

**SQN Associates, LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
	ISTHA: RR-18-4434 - I88 Systemwide CUR	\$250,000.00	\$127,192.00	6/1/2021
	IDOT: V-91-001-19 Various Various Phase III Services	\$415,730.00	\$351,236.68	2/28/2021
	CDOT: 373515 SMART Lighting - Construction Management	\$386,414.20	\$182,898.29	8/1/2020
	CDOT: CM Roadway CE Services	\$167,274.37	\$44,487.07	\$43,891.00
	CDOT: TM Master CE Services	TBD	TBD	TBD
	CDOT: 120442 Project Coordination Office - Construction Management	\$480,000.00	\$250,238.25	7/4/2020
	CDOT - Canal St. Viaduct - Adams to Jackson	\$105,011.36	\$105,011.36	10/1/2020
	CDOT: 32190 - Arterial Resurfacing	\$99,819.47	\$99,819.47	12/31/2020
	CDOT: 71st St. South Shore to Jeffery - Phase II	\$94,018.82	\$94,018.82	12/31/2020
	CDWM: 71114 - 85th and 87th Sewer Improvements	\$48,888.91	\$48,888.91	5/1/2020
	CDWM: 71234 - Private Drain Repair Program (North and Central)	\$30,573.68	\$30,573.68	5/1/2020

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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 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)**

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

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

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

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

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

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

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

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

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

<b>10</b>	<hr/>		
Direct Labor	<hr/>	\$	-
Direct Costs	<hr/>	\$	-
Services by Others	<hr/>	\$	-
Additional Services **	<hr/>	\$	-
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: The Roderick Group, dba Ardmore  
Roderick

Contract Number: I-19-4708

Proposal Date: 2/7/2020

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-19-4708

Consultant: The Roderick Group, dba Ardmore Roderick

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
CM for EOWA, I-294 to I-90														
Inspector						160	160	160	160	160	160	0	0	960
Inspector						0	0	0	0	0	0	0	0	
<b>TOTALS</b>						160	160	160	160	160	160	0	0	960

Contract Number: I-19-4708

Consultant: The Roderick Group, dba Ardmore Roderick

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CM for EOWA, I-294 to I-90													
Inspector	160	160	160	180	180	180	180	180	180	180	160	0	1900
Inspector	0	0	0	180	180	180	180	180	180	180	160	0	1420
<b>TOTALS</b>	160	160	160	360	360	360	360	360	360	360	320		3320

Contract Number: I-19-4708

Consultant: The Roderick Group, dba Ardmore Roderick

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CM for EOWA, I-294 to I-90													
Inspector	160	160	160	180	180	180	180	180	180	180	160	0	1900
Inspector	0	0	0	180	180	180	180	180	180	180	160	0	1420
<b>TOTALS</b>	160	160	160	360	360	360	360	360	360	360	320		3320

Contract Number: I-19-4708

Consultant: The Roderick Group, dba Ardmore Roderick

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2023												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
CM for EOWA, I-294 to I-90														
Inspector	160	160	160	160	160	160	160	160	160					1440
Inspector	0	0	0	0	0	0	0	0	0					
<b>TOTALS</b>	160	160	160	160	160	160	160	160	160					1440





# 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.

# 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.”

Contract No.: I-19-4708

Consultant: Roderick

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: \_\_\_\_\_

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-19-4708**

**The Roderick Group, dba Ardmore Roderick**

**SCOPE OF SERVICES**

Phase III Engineering Services for construction inspection and supervision for the Elgin O'Hare Western Access, I-294 to I-90 from Devon Avenue to Touhy Avenue.

**EXHIBIT G****Contract No. I-19-4708****The Roderick Group, dba Ardmore Roderick****CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-15-4656	Phase II subcontract for Design Elgin-O-Hare Western Access   Tri-State to Franklin & Green Streets	\$586,000	\$150,200	6/30/2020
RR-15-9975RR	Subcontract for Illinois Tollway GEC	\$7,846,750	\$4,139,000	12/31/2021
I-17-4093	Subcontract for Illinois Tollway PMO	\$17,484,000	\$14,933,000	12/31/2027
I-18-4356	Phase III subcontract for Tri-State Tollway, Roadway & Bridge Rehab & Widening, Wolf Road & Balmoral Ave Construction Management Services	\$720,000	\$310,150	12/31/2020
RR-18-4016	Phase III subcontract for Systemwide, Construction Management Upon Request, Non-Roadway.	\$300,000	\$278,700	9/30/2020
I-17-4301	Phase II subcontract for Tri-State Tollway, St. Charles Rd. (M.P. 32.3) to North Ave./Lake St. (M.P. 33.5), Phase II Design	\$1,248,000	\$91,900	10/30/2020
RR-18-4377	Prime contract for Systemwide, Maintenance Facilities, Construction Management Services Upon Request	\$6,500,000	\$5,178,000	12/31/2022
I-18-4698	Phase III subcontract for I-490 Design and Construction Management Services Upon Request	\$490,000	\$370,700	12/31/2021
I-18-4414	Phase III subcontract for I-294 Construction Management Services Upon Request	\$500,000	\$486,800	12/31/2021
I-18-4420	Phase III subcontract for I-294/I-57 Interchange, Tr-State Tollway M.P. 7.6 (I-57) Construction Management Services	\$1,101,234	\$1,101,234	TBD
PTB 183-001	Prime contract for Phase III Wood St N. of Little Calumet River to S. of US 6 (159 <sup>th</sup> St)	\$5,380,144	\$5,380,144	TBD
PTB 183-008	Phase III subcontract Weber Road & I-55	\$588,350	\$503,600	12/31/2020
PTB 189-001	Phase III subcontract for I-80 at US 30	\$310,641	\$181,400	12/31/2020
PTB 189-011	Phase II subcontract IL-59 at I-55	\$234,212	\$197,600	12/30/2020
PTB 190-009	Prime survey contract Various/Variou	\$500,000	\$329,300	12/31/2021
PTB 192-003	Phase III subcontract Various/Variou	\$74,990	\$74,990	12/31/2021
PTB 192-008	Phase III subcontract Various/Variou	\$82,477	\$82,477	12/31/2021
PTB 193-040	Subcontract for IDOT CREATE PMC	\$650,000	\$650,000	12/31/2025

# Contract Information Sheet

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

Consultant Name: Primera Engineers, Ltd.

Contract Number: I-19-4708

Proposal Date: 2/7/2020

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-19-4708

Consultant: Primera Engineers, Ltd.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

**Grand Total Exhibit A Hours** 118

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CSE Coordination						16	20	24	20	4	1	1	86
<b>TOTALS</b>						16	20	24	20	4	1	1	86

Contract Number: I-19-4708

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	
CSE Coordination	1	2	4	4	4	4	4	4	2	2	1		32
<b>TOTALS</b>	1	2	4	4	4	4	4	4	2	2	1		32



Contract No.: I-19-4708 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](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**

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**TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 113.24**

# 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-19-4708

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: \_\_\_\_\_

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_



**EXHIBIT F**

**Contract No. I-19-4708**

**Primera Engineers, Ltd.**

**SCOPE OF SERVICES**

RFI Responses and Shop Drawing Reviews

**EXHIBIT G**

**Contract No. I-19-4708**

**Primera Engineers, Ltd.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
IDOT	Phase II Roadway Reconstruction &	\$3,346,948.00	\$50,000.00	5/1/2020
Illinois Tollway RR-13-4151	Tollway Systemwide DUR (sub to EJM)	\$2,210,000.00	\$30,000.00	5/1/2020
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	\$1,231,400.00	8/1/2020
IDOT Various	D1 Various Maintenance Contract Construction Engineering Projects	\$2,800,000.00	\$1,625,400.00	3/1/2022
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	\$145,000.00	8/1/2020
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	\$6,536.00	4/1/2020
Various Engineering	Cook County Department of Transportation and Highways, Various Phase II Design	\$2,500,000.00	\$1,945,600.00	12/1/2022
DOT Drainage	D1 Various Phase I Various Drainage Engineering Projects	\$360,000.00	\$312,480.00	3/1/2022
Illinois Tollway I-18-4700	EOWA DCM (Sub to Jacobs)	\$1,180,000.00	\$1,097,540.00	12/31/2021

Illinois Tollway RR-18-4382 (Sub to WynnDalco)	Tri-State Tollway, Stearns School Road Bridge Reconstruction	\$55,480.00	\$55,480.00	5/31/2021
IDOT	D1 Various Phase I Various Engineering Projects	\$560,000.00	\$560,000.00	3/1/2024

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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

\*\* Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

**EXHIBIT 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)**

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

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

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

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

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

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

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

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

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

<b>10</b>	<hr/>		
	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: \$** 

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

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

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# Contract Information Sheet

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

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

Contract Number: I-19-4708

Proposal Date: 2/7/2020

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-19-4708

Consultant: Juneau Associates, Inc, P.C.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

**Grand Total Exhibit A Hours** 7212

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Land Surveying					180	180	180	180	180	180	180	180	1260
Construction					45	45	45	45	45	45	45	45	315
Inspection													
<b>TOTALS</b>					225	225	225	225	225	225	225	225	1575



Contract Number: I-19-4708

Consultant: Juneau Associates, Inc, 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	
Land Surveying			136	136	136	136	136	136	136	136	136	136	1224
Construction			90	90	90	90	90	90	90	90	90	90	810
Inspection													
<b>TOTALS</b>			226	226	226	226	226	226	226	226	226	226	2034

Contract Number: I-19-4708

Consultant: Juneau Associates, Inc, 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	
Land Surveying			136	136	136	135	135	135	135	135	135		1218
Construction			90	90	90	90	90	90	90	90	90		810
Inspection													
<b>TOTALS</b>			226	226	226	225	225	225	225	225	225		2028

Contract Number: I-19-4708

Consultant: Juneau Associates, Inc, P.C.

**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	
Land Surveying			135	135	135	135	135	135	135				945
Construction			90	90	90	90	90	90	90				630
Inspection													
<b>TOTALS</b>			225	225	225	225	225	225	225				1575





# 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-19-4708

Consultant: Juneau Associates, Inc, P.C.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: \_\_\_\_\_

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

**EXHIBIT F**

**Contract No. I-19-4708**

**Juneau Associates, Inc, P.C.**

**SCOPE OF SERVICES**

Perform construction engineering and land surveying services on an assigned basis in accordance with the latest version of the Tollway's Construction Managers Manual.

**EXHIBIT G****Contract No. I-19-4708****Juneau Associates, Inc, P.C.****CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-16-4281	Surveying Services. Tri-State Tollway	\$49,000	\$1,000	3.31.2021
17-0002	Surveying & Misc. Design. Fiber Optic Maintenance & Mgmt.	Pending		TBD
I-17-4301	Phase II Engineering. Tri-State Tollway, Roadway Reconstr.	\$212,000	\$98,000	10.31.2021
I-17-4308	Phase II Engineering. Tri-State Tollway, ITS & Lighting installation	\$151,000	\$118,000	12.31.2022
I-17-4309	Phase II Engineering. Tri-State Tollway, Advanced MOT Rehab.	\$40,200	\$26,000	12.31.2021
I-17-4310	Phase II Engineering. Tri-State Tollway, Advance MOT Rehab.	\$14,000	\$600	12.31.2022
I-17-4315	Construction Insp. & Surveying. Tri-State Tollway	\$150,000.00	\$150,000.00	9.30.2022
I-18-4352	Phase II Engineering. Reagan Memorial Tollway	\$34,000	\$34,000	11.30.2020
RR-18-4355	Surveying & Construction Mgmt. ITS Services Upon Request	\$70,000	\$68,000	6.30.2021
RR-18-4360	Construction Mgmt. Systemwide	\$90,000	\$47,000	5.31.2020
I-18-4361	Phase I Engineering. Elgin O'Hare Western Access	\$118,000	\$87,000	12.31.2020
RR-18-4378	Systemwide, Construction Management. Systemwide	\$150,000	\$144,000	12.31.2020
RR-18-4410	Surveying. On-Call Geotechnical Services	\$100,000	\$79,000	1.31.2023
I-18-4411	Construction Management. (I-294 Bridge Reconstruction.	\$600,000	\$600,000	12.31.2023
I-18-4412	Construction Management. BNSF Railroad Bridge Reconstruction.	\$238,500	\$238,500	4.30.2022
I-18-4413	Construction Management. I-294 Temporary ITS Relocation.	\$46,000	\$8,000	6.30.2020
I-18-4414	Construction Management. I-294 On-call and as-needed.	\$5,000,000	\$4,345,000	12.31.2023
I-18-4419	Phase II Engineering. I-294 / I-57 Interchange	\$1,900	\$1,900	6.30.2020
RR-18-4434	Construction Management. I-88 and Systemwide	Pending		TBD

I-15-4656	Design Services - EOWA, I-294 to I-90 Tri-State and Franklin/Green Street	\$490,000	\$102,000	3.31.2020
I-17-4675	Phase II Engineering. Elgin O'Hare Western Access	\$93,000	\$66,000	8.31.2020
RR-16-9197	Phase II Engineering. Systemwide Design Services Non Roadway	\$100,000	\$52,000	1/7/1900
RR-18-9206	Materials Engineering, Systemwide	\$99,500	\$96,000	9.30.2020
RR-18-9210	ITS Upon Request. On-call	Pending		TBD
RR-18-4379	Drainage Design.Reagan Mem. Roadway & Bridge Rehab.	\$150,000	\$46,000	

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

6

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

12

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

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

2	<hr/>		
	Direct Labor	<hr/>	
	Direct Costs	<hr/>	
	Services by Others	<hr/>	
	Additional Services **	<hr/>	
	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: RS&H, Inc.

Contract Number: I-19-4708

Proposal Date: 2/7/2020

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-19-4708

Consultant: RS&H, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

**Grand Total Exhibit A Hours** 148

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Construction Phase Services						24	24	24	20	4	4	4	104
<b>TOTALS</b>						24	24	24	20	4	4	4	104







# 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-19-4708

Consultant: RS&H, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: \_\_\_\_\_

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_



**EXHIBIT F**

**Contract No. I-19-4708**

**RS&H, Inc.**

**SCOPE OF SERVICES**

Construction Phase services as needed to the upper limit of compensation. Any services provided above the upper limit of compensation will require a supplemental agreement. This scope items includes DSE construction phase services for construcion contract I-18-4704.

**EXHIBIT G**

**Contract No. I-19-4708**

**RS&H, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-490	Phase II PS&E – Road/Bridge Construction (ISTHA I-17-4677)	\$4,374,189	\$818,931	11/2020
US 20	Phase II PS&E – Road/Bridge Reconstruction (IDOT D-92-103-05)	\$791,274	\$197,800	11/2020
US 20	Phase II PS&E – Road Reconstruction (IDOT D-92-073-11)	\$698,376	\$124,581	6/2020
IL 53	Phase I Study – IL 62 to US 12 (IDOT P-91-014-18)	\$933,390	\$418,324	11/2021
47th	Phase II PS&E – Road Reconstruction (IDOT D-91-215-17)	\$169,377	\$125,135	1/2021
Gougar	Phase I Study – Laraway to Francis (Will County 19-00154-18-PV)	\$1,779,226	\$1,776,000	6/2022
Wadsworth	Phase II PS&E – Intersection Improv. (Lake County 13-00055-06-WR)	\$349,475	\$91,635	1/2021

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1

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

7

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

2

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

8

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

3

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

9

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

4

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

10

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

5

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

11

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

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)**

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

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

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

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

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

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

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

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

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

<b>10</b>	<hr/>		
Direct Labor	<hr/>		
Direct Costs	<hr/>	\$	-
Services by Others	<hr/>	\$	-
Additional Services **	<hr/>	\$	-
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: Burns & McDonnell Engineering Co., Inc.

Contract Number: I-19-4708

Proposal Date: 2/7/2020

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-19-4708

Consultant: Burns & McDonnell Engineering Co., 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	
DSE Assistance									30	30	30		90
<b>TOTALS</b>									30	30	30		90



Contract Number: I-19-4708

Consultant: Burns & McDonnell Engineering Co., Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DSE Assistance									10				10
<b>TOTALS</b>									10				10







# 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-19-4708

Consultant: Burns & McDonnell Engineering Co., Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: \_\_\_\_\_

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_



**EXHIBIT F**

**Contract No. I-19-4708**

**Burns & McDonnell Engineering Co., Inc.**

**SCOPE OF SERVICES**

Assistance with RFI's and/or design issues that may arise after the contractor has received NTP.

**EXHIBIT G**

**Contract No. I-19-4708**

**Burns & McDonnell Engineering Co., Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
EOWA - I-17-4678	DSE - Elgin O'Hare Western Access, Pratt Boulevard to Touhy Avenue	\$6,450,000.00	\$3,176,000.00	12/31/2020
I-88 - RR-16-4254	CM - Reagan Memorial Tollway, Roadway and Bridge Rehabilitation Annie Glidden Road to IL 56	\$8,899,000.00	\$67,972.02	2/29/2020
I-294 - I-19-4462	CM-SUB Tri-State Tollway, Archer Avenue Interchange Bridges	\$2,168,190.13	\$2,168,190.13	12/31/2021

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

<hr/>		
12	Direct Labor	<hr/>
	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)**

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

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

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

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

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

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

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

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

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

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

\*\* 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: \$ -**