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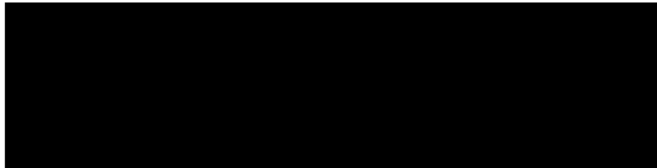
RESOLUTION NO. 20698

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Design Upon Request Services, Systemwide, on Contract No. RR-14-5703. Singh & Associates, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,500,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Singh & Associates, Inc. to obtain Design Upon Request Services, Contract No. RR-14-5703, with an upper limit of compensation not to exceed \$2,500,000.00, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

5. RR-14-5703, Design Upon Request - Systemwide

This project has a 20% D/M/WBE participation goal and 2.0% VOS/SDVOSBE participation goal.

Phase I (Master Plan) and Phase II engineering services are required for work tasks that may include preparation of contract plans and engineering studies and other technical services as directed by the Tollway. Typical tasks will include projects that are required for the Tollway system, and may include, but not be limited to:

1. Truck Parking Master Plan.
2. Truck Parking Lot Design.
3. On call and as- needed work related to the Tollway system.

The upper limit of compensation will be set at \$2,500,000 to be authorized for use as individual projects are needed.

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

**Highways (Freeway)
Structures (Highway Bridges: Typical)
Special Plans (Traffic Signals)
Special Services (Electrical Engineering)
Special Services (Mechanical Engineering)
Special Plans (Lighting)
Special Studies (Traffic)
Location Design Studies (Rehabilitation)**

The Tollway will allow a prime firm to meet the prequalifications for Structures (Highway Bridges: Typical), Special Plans (Traffic Signals), Special Services (Electrical Engineering), Special Services (Mechanical Engineering), Special Plans (Lighting), and Special Studies (Traffic) through a subconsultant.

In addition, the prime firm, or their subconsultant, must demonstrate a minimum of five (5) years' experience in freight as related to transportation projects.

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 perform the duties of the Project Engineer, that individual in charge who is directly involved in the development of the contract documents (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for roadway design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for structural design related issues (must be an Illinois Licensed Structural Engineer).
- The person(s) who will perform the QC/QA review work of all milestone submittals, who must be an Illinois Licensed Professional Engineer for roadway elements and an Illinois Licensed Structural Engineer for structural elements.

Schedule: This project is scheduled to start in Spring 2015.

The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual.

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

RR-14-5703

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

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

SINGH

June 29, 2015

Mr. Paul Kovacs, PE
Chief of Engineering
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

Subject: **SINGH Staff Changes Contract RR-14-5703**


Dear Mr. Kovacs:

This letter is to request approval of staffing changes since SINGH's selection for Contract RR-14-5703. Mr. Isaac Yun, PE our identified Project Manager left SINGH to pursue his career elsewhere. Mr. Richard Smith, PE will now be SINGH's Project Manager for this project. We have also added Kathleen Meyerkord to lead the feasibility study.

Attached is the revised and original organization charts. Also included are resumes for Mr. Smith and Mrs. Meyerkord. These additions provide the Tollway with even more experienced staff that understand and have worked on similar projects for the Tollway.

If you have any further questions regarding the new personnel please call me any time at 312.629.0240 or on my cell phone 847.770.1829.

Sincerely,
SINGH & ASSOCIATES, INC.



Harvind Kaur Singh
Vice President

SINGH & ASSOCIATES, INC. • CONSULTING ENGINEERS

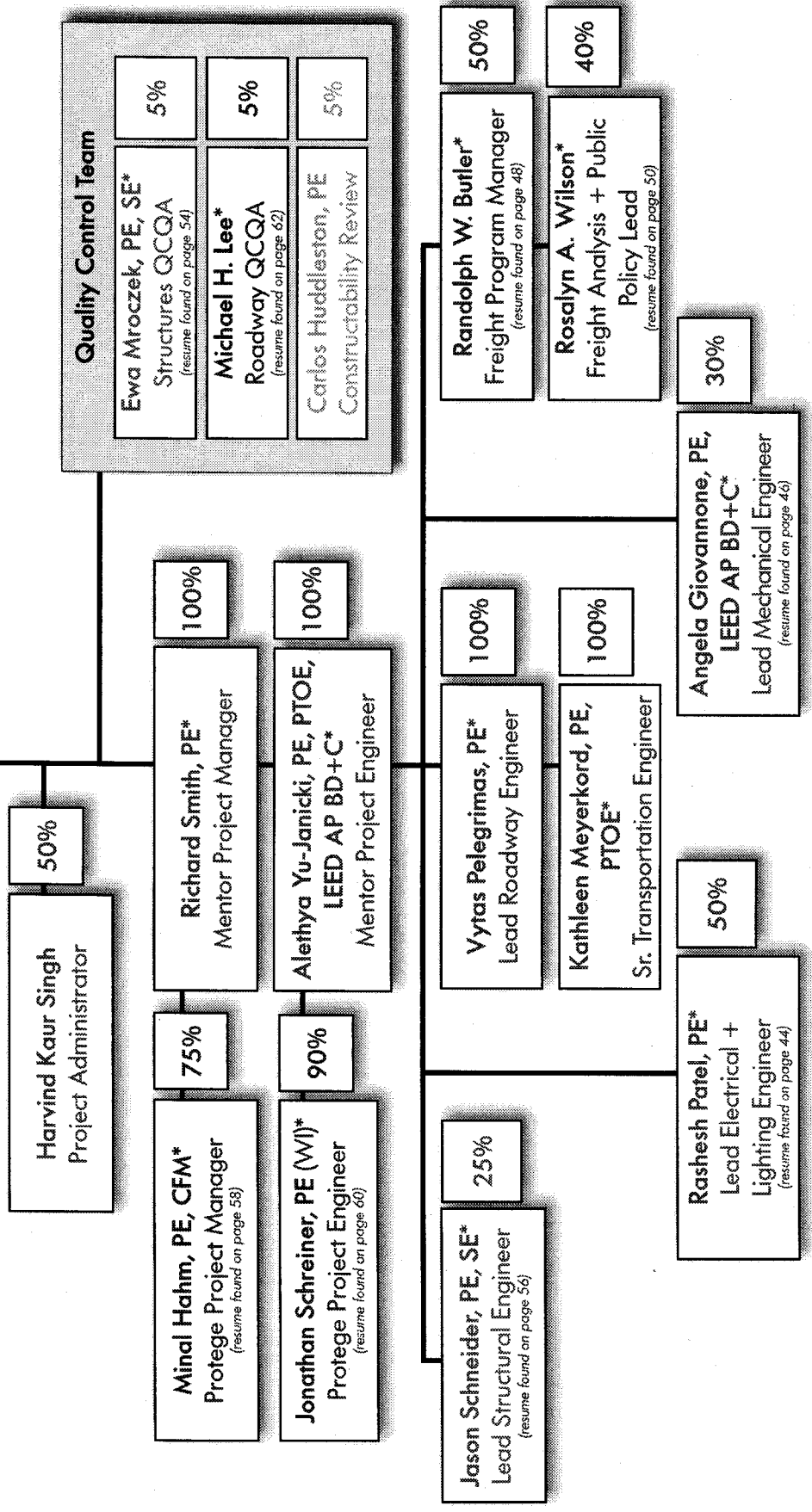
230 W. Monroe, Suite 1400 • Chicago, Illinois 60606 • (312) 629-0240 • Fax (312) 629-8449

RR-14-5703

ORGANIZATIONAL CHART
 Illinois Tollway PSB 14-3 Item No. 5
 Design Upon Request - Systemwide (RR-14-5703)
 Revised 06/23/2015

CHART LEGEND

Singh & Associates, Inc. Parsons Transportation Group
 Collins Engineers The Roderick Group
 Gonzalez Companies T&I Engineers
 M Squared Engineering * indicates Key Personnel
 % represents dedication to Item No. 5 DUR work





December 10, 2014

Thomas J Collins
Collins Eng Inc
123 N Wacker Drive
Suite 900
Chicago, IL 60606-1793

Certification Term Expires: December 10, 2015

Re: VOSB Full Certification Approval

Dear Business Owner:

Congratulations! We are pleased to inform you that your firm has been granted certification as a Veteran Owned Small Business Enterprise (VOSB) under the Veterans Business Program (VBP).

Although your full certification is valid for a five-year term until December 10, 2019, you are required to submit an annual Affidavit of No-Change form 60 days prior to the anniversary day of your certification; you will be notified by VBP to update your certification as a condition of continued certification. It is your responsibility to ensure that your firm's certification remains current. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify this office within 14 business days of such changes. Failure to return the annual No-change Affidavit or notify our office of any changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Veteran Owned Small Business Enterprise (VOSB) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Veterans Business Program (VBP) in the specialty area(s) of:

SERVICES, ENGINEERING-ARCHITECTURAL, ETC

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Veterans Business Program. We welcome your participation and wish you continued success.

Sincerely,



Carlos Gutierrez
Certification Manager
Veterans Business Program

(V13VOB)



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

November 20, 2014

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Sadhu Singh Rikhiraj
Singh & Associates, Inc.
230 W. Monroe St., Ste. 1400
Chicago, IL 60606

Dear Mr. Rikhiraj:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for Singh & Associates, Inc., and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

In order to remain certified and in good standing, you must annually submit a No Change Affidavit. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises (bureau) within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there are any change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,

[Redacted Signature]

Debra A. Clark, Manager
Certification Section
Bureau of Small Business Enterprises

Unified Certification Program - Search

[Contractor Details](#)[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**Gonzalez****Companies, LLC**

Carlos V. Huddleston
525 W. Main St., Ste. 125
Belleville, IL 62220

County: St. Clair

Email: gonzalezcompanies@gonzalezcos.com

Phone: (618) 222-2221

Fax: (618) 222-2225

Categories: Architecture\Engineering, Professional

NAICS

541320-Landscape
Architectural Services
541330-Engineering
Services
541712-Research and
Development in the
Physical, Engineering

Speciality

541320- URBAN PLANNING
541330- ROADS AND
STREETS
CONSTRUCTION
INSPECTION
541712- RESEARCH



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

January 7, 2015

CERTIFIED-RETURN RECEIPT REQUESTED

Carlos V. Huddleston
Gonzalez Companies, LLC
525 W. Main St., Ste. 125
Belleville, IL 62220

Dear Carlos V. Huddleston:

Your firm is currently certified as a Disadvantaged Business Enterprise (DBE) with the Illinois Unified Certification Program (IL UCP) as provided under 49 CFR Part 26.83(j). Illinois Department of Transportation's records indicate your firm's certification anniversary date is **February 1, 2015**. As a condition of continued certification a firm must provide a *No Change Affidavit* to their host agency every year by its anniversary date. The *No Change Affidavit* and supporting documentation must be completed and returned to the address below within **thirty (30) calendar days** of receipt of this letter.

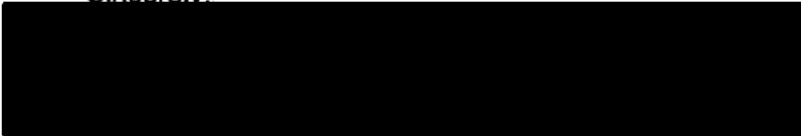
Illinois Department of Transportation
Bureau of Small Business Enterprises
2300 South Dirksen Parkway, Room 319
Springfield, IL 62764

A notice was sent to you sixty (60) calendar days prior to your anniversary date. To date, we have not received the requested affidavit and supporting documentation.

The federal regulations that govern the DBE program require that DBE firms cooperate fully and promptly with requests for information. Failure to submit your affidavit and supporting information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If you have any questions or need assistance, please call (217) 782-5490.

Sincerely,


Debra A. Clark, Manager
Certification Section
Bureau of Small Business Enterprises



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

September 30, 2014

CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Minal Hahm
M Squared Engineering, LLC
W62 N215 Washington Ave.
Cedarburg, WI 53012

Dear Ms. Hahm:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for M Squared Engineering, LLC and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

In order to remain certified and in good standing, you must annually submit a No Change Affidavit. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises (bureau) within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there are any change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,



Debra A. Clark, Manager
Certification Section
Bureau of Small Business Enterprises

Unified Certification Program - Search

Contractor Details[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**The Roderick Group, Email:** rashod@rodgrp.com**Inc.****Phone:** 312-624-8198

Rashod Johnson

Fax: 773-289-0567

1327 West Washington

Blvd

Chicago, IL 60607-0000

County: Cook**Categories:** Professional**NAICS**541330-Engineering
Services541611-Management
Consulting Services**Speciality**NAICS 541330 Civil
engineering services NAICS
541330 Engineering design
services NAICS 541330
Engineering services NAICS
541611 Administrative and
General management
Consulting Services



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

June 24, 2014,

Rashod Johnson
The Roderick Group, Inc.
921 West Van Buren Street Suite 210
Chicago, IL 60607

Email: rashod@rodgrp.com

Dear Mr. Johnson,

This letter is to inform you that the City of Chicago has extended your status as **Disadvantage Business Enterprise (DBE) until September 30, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter and copy of your last certification letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-1929.

Sincerely,


George Coleman Jr.
Deputy Procurement Officer

GC/at



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

November 24, 2014

CERTIFIED-RETURN RECEIPT REQUESTED

Jennifer M. Lee
T&I Engineers, LLC
3850 Moulin Ln.
Hoffman Estates, IL 60192

Dear Jennifer M. Lee:

The Illinois Department of Transportation (IDOT), your host agency, is pleased to notify you that your firm has met the requirements for Disadvantaged Business Enterprise (DBE) program certification in accordance with the governing federal regulations, 49 CFR part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra, and Pace.

Your certification is approved commencing on **October 21, 2014**. To remain certified with the IL UCP you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

LOCATION AND DESIGN STUDIES
ROADS AND STREETS
TECHNICAL TRAINING
MANAGERIAL TRAINING
ENGINEERING SERVICES

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at <http://www.dot.state.il.us/ucp/ucp.html>.

T&I Engineers, LLC
Page 2
November 24, 2014

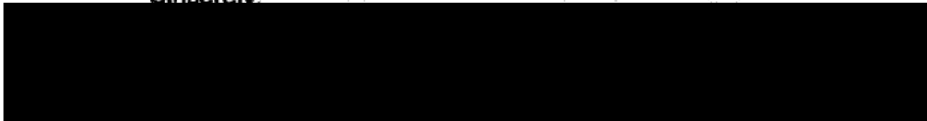
Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category(ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE 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 carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- Firms seeking work with IDOT as a prime or subconsultant in specialized engineering categories must be prequalified by IDOT's Bureau of Design and Environment.
- Firms seeking work with IDOT as a prime construction contractor must be prequalified by IDOT's Bureau of Construction.

Please direct all inquiries and any questions to this agency at (217) 782-5490.

Sincerely,



Debra A. Clark, Manager
Certification Section
Bureau of Small Business Enterprises

Enclosure

PARTNERSHIP-MENTOR/PROTEGE PROGRAM

PSB 14-3 ITEM 5

Handwritten initials and dates: 7/13/15, 7/14/15

MEMORANDUM OF UNDERSTANDING BETWEEN

THE MENTOR: FIRM NAME ADDRESS AND THE PROTEGE: FIRM NAME ADDRESS
Singh & Associates, Inc. 230 W. Monroe Street, Ste. 1400, Chicago, IL 60606
M Squared Engineering, LLC W62 N215 Washington Ave. Cedarburg, WI 53012

I. PROGRAM PURPOSE

The Mentor and the Protégé commit to entering into a Mentor/Protégé Agreement in accordance with the current guidelines of the Tollway's Partnership-Mentor/Protégé Program. The purpose of the Program is to facilitate the Tollway's professional service consultants with:

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

A DBE means a business certified by the Illinois Unified Certification Program as a DBE, or certified by the City of Chicago or Cook County as an MWBE, or certified by the U.S. Small Business Administration (SBA) as an 8(a) business. VOSB/SDVOSB firms are not eligible for the Mentor/Protege program unless they are also certified as a DBE.

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 5%
Scope: Highways (Freeways), Special Studies (Traffic) Location Design Studies (Rehabilitation)
• Work not applicable to prequalification category(ies) 2%
Scope: Project Management, Project Administration, Invoicing, Contract Document

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

2. In area(s) not being mentored:

- Work the Protégé will self-perform 3%

Note: Protégé participation in this area is optional

3. Total participation by the Protégé (Sum of 1. and 2.) 10%

1

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

M Squared Engineering, LLC is a woman-owned civil engineering firm. Currently, the firm specializes in stormwater management and drainage engineering. The firm is 11 years old and is based in Wisconsin with an Illinois office. M2 has not done any work for the Illinois Tollway. They have successfully completed numerous projects throughout Wisconsin and Illinois for WisDOT and IDOT. While they have received the IDOT prequalification for Freeways they do not have significant Geometric experience and are looking to increase their staff's experience in this aspect of roadway design. They are also working towards a prequalification in Location Design Studies (Rehabilitation). Their major area of concern is their ability to meet ISTHA's Project Management and QA/QC standards. They would need training in PMP development from conception through closeout. They also lack experience with Tollway administrative processes such as contract documents, invoicing, IL procurement laws, and e-builder. We also know that M2 would benefit from attending design coordination meetings that are generally only with the prime in order to interface more directly with key Tollway project managers.

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

SINGH + Associates, Inc. is prepared to provide M2 support and resources to gain experience on Tollway projects while increasing the firm's capacity to perform complete roadway design services. We intend to do the following:

- M2's designated Protege Project Engineer will work with SINGH's Project Engineer and attend all Tollway design meetings with SINGH.
- SINGH will involve M2 in the development of a PMP as well as share previous PMP's.
- SINGH will involve M2 engineers in the development of roadway geometry as may be necessary with assigned work orders.
- SINGH will provide M2 the opportunity to participate in the development of plans that require location design studies and/or traffic studies.
- SINGH will assist and train M2's accounting staff in the contract, price proposal, and invoicing procedures with the Tollway.

III. MENTOR EXPERIENCE WITH THE PROGRAM

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

YES NO

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

Areas of Assistance: _____

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

YES NO

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

Areas of Assistance: _____

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

YES NO

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

Areas of Assistance: _____

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

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

YES NO

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

YES NO

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

C. Is the DBE firm currently participating in a Mentor/Protégé Agreement on a Tollway project? If yes, list the following for each project(s). YES NO

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

D. Has the DBE firm participated in a Mentor/Protégé Agreement on an Illinois Department of Transportation project completed within the last five years? If yes, list the following for each project(s). YES NO

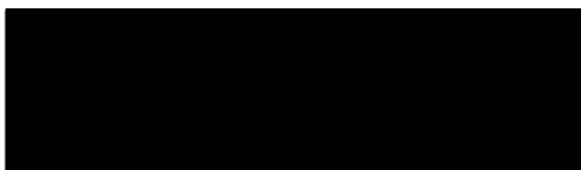
<u>PTB No/Item</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

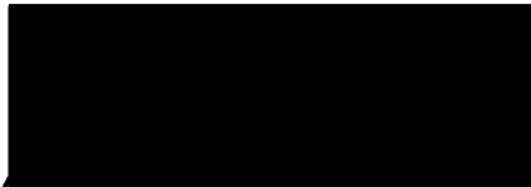
V. STATEMENT OF COMMITMENT

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

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



SIGNATURE (Mentor Representative)



SIGNATURE (Protégé Representative)

1/26/2015
(Date)

Jan. 26, 2015
(Date)

RE-14-5703

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE
 SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

Entity Name	SINGH & ASSOCIATES INC.	File Number	54806876
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	09/21/1987	State	ILLINOIS
Agent Name	SADHU SINGH RIKHIRAJ	Agent Change Date	05/08/2014
Agent Street Address	2214 FARNSWORTH LN	President Name & Address	SADHU SINGH RIKHIRAJ 2214 FARNSWORTH NORTHBROOK 60062
Agent City	NORTHBROOK	Secretary Name & Address	SAME
Agent Zip	60062	Duration Date	PERPETUAL
Annual Report Filing Date	08/05/2014	For Year	2014

[Return to the Search Screen](#)
[Purchase Certificate of Good Standing](#)
(One Certificate per Transaction)
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:32 05/21/15

ACTION: S

VENDOR NUMBER= ** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/21/15 AT 14:53 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER * [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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OFFSET CONTRACT INQUIRY

13:32 05/21/15

ACTION: S

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

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*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:32 05/21/15

ACTION: S

VENDOR NUMBER= *** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

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*

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:54 05/21/15

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/21/15 AT 15:28 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:32 05/21/15

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/21/15 AT 14:54 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:32 05/21/15

ACTION: S

VENDOR NUMBER= **

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/21/15 AT 14:54 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:32 05/21/15

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

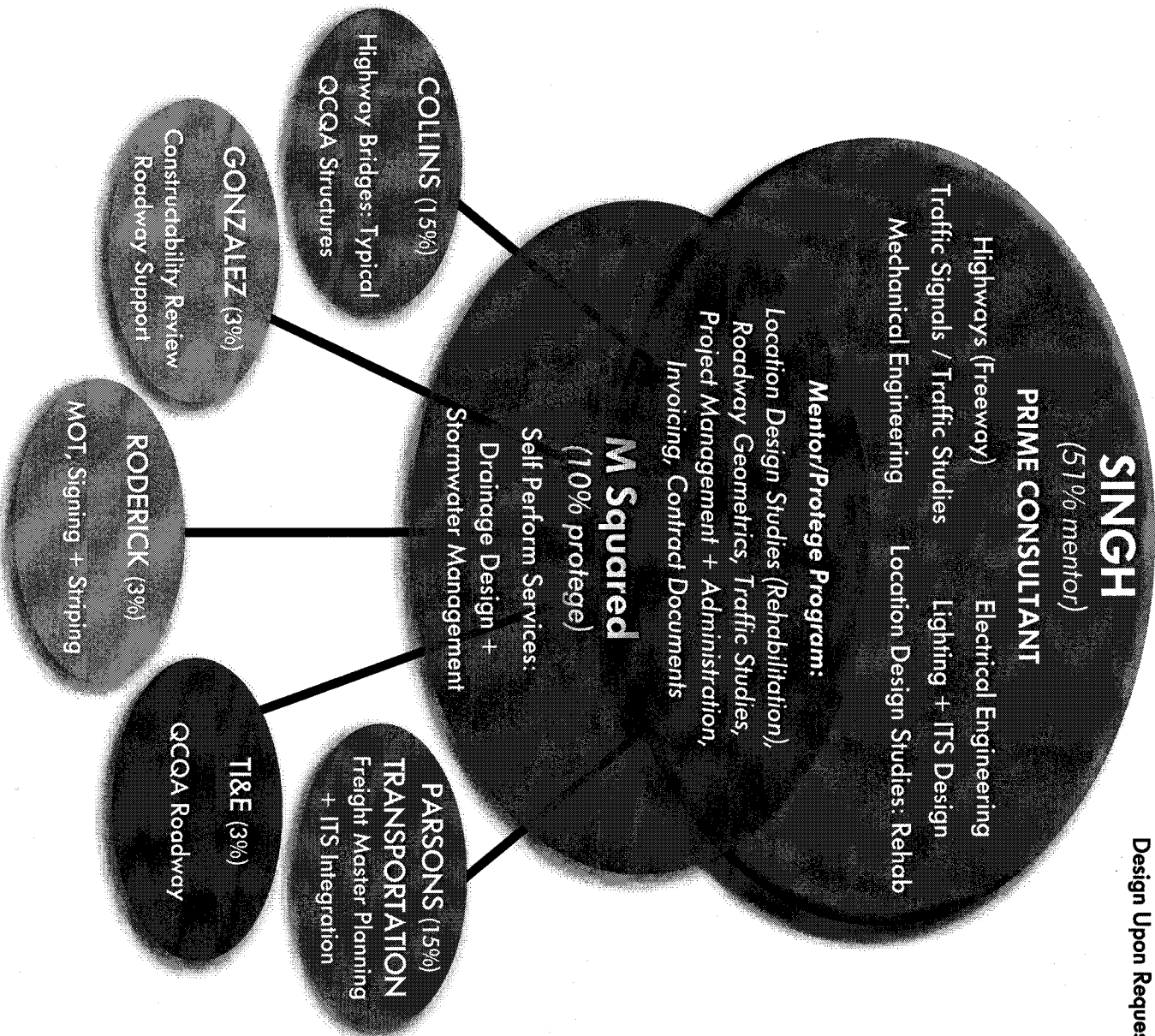
AS OF 05/21/15 AT 14:54 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

RR-14-5703

SECTION 2: ORGANIZATIONAL CHART
 Illinois Tollway PSB 14-3 Item No. 5
 Design Upon Request - Systemwide (RR-14-5703)



**TEAM CAPACITY:
 EXHIBIT A + SUPPORT PERSONNEL**

Isaac Yun, PE* Project Manager	Minal Hahm, PE, CFM* Protege Project Manager
Alethya Yu-Janicki, PE, PROE* Project Engineer	Jonathan Schreiner, PE ^(M) * Protege Project Engineer
Vyas Palegimas, PE* Lead Roadway Engineer	Susan Coyle, PE ^(M) , CFM Civil + Hydraulic Engineer
Rashesh Patel, PE* Lead Electrical + Lighting Engineer	Douglas Weinkaur, PE Civil Engineer
Angela Giovannone, PE, LEED AP BD+C*	Randolph W. Butler* Freight Program Manager
Lead Mechanical Engineer	Roselyn A. Wilson* Freight Analysis + Public Policy Lead
Kiran Pratiapati, PE ^(M) ITS + Electrical Engineer	Paul A. Beletta* Freight Technical Expert
Claire Yavaraski, PE Civil Engineer	Lindsay Carrol Freight Support
Ashlie Stapleton Civil Engineer	Joe Braham Freight Support
Enuseok Choi, EIT Civil Engineer	Carlos Huddleston, PE Constructability Review
Ewa Mroczek, PE, SE* Structures QCGA	Joe Gilroy, PE Civil Engineer
Jason Schneider, PE, SE* Lead Structural Engineer	Steve Fobian CADD Technician
Michael Hoas, PE, SE Structural Engineer	Mark Kazich, PE Civil Engineer
Amber Seiber, PE Structural Engineer	Carmen Dean, PE Civil Engineer
Michael H. Lee, PE* QCGA Roadway	Roger Steele, EIT Civil Engineer

Larucci, James

From: Hardwick-Giles, Catrice
Sent: Wednesday, May 13, 2015 1:34 PM
To: Lao, Manny; Larucci, James
Cc: Davis-Adams, Linda
Subject: RE: Singh & Associates, RR-14-5703 Agreement
Attachments: SinghAssociates_5703_DSE_DUR_AGREEMENT_(2.8_MULTIPLIER)_Rev_05132015.pdf

Manny,
Please obtain 2 Original Signatures on the attached Agreement. Also, please make sure the Official Seal is on the Agreement as well. Once you have obtained the signature, please return to Jim Larucci and notify Linda Davis-Adams.

Make It A Great Day,

Catrice M. Hardwick-Giles
Executive Secretary
Engineering Department
The Illinois Tollway
630-241-6800 ext. 3853
chardwick@getipass.com

From: Lao, Manny
Sent: Wednesday, May 13, 2015 1:32 PM
To: Hardwick-Giles, Catrice; Larucci, James
Cc: Davis-Adams, Linda
Subject: RE: Singh & Associates, RR-14-5703 Agreement


Catrice,

I reviewed the basic contract info and look ok.

Thanks.

Linda/Jim

Thanks too.

 **Manny P. Lao, P.E.**
Senior Project Engineer
(630) 241-6800, ext. 3902
Engineering-Planning

CONFIDENTIALITY NOTICE: This communication with its contents (including any attachments) may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communications.

DESIGN UPON REQUEST
DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 28th day of **May, 2015**, 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 **SINGH & ASSOCIATES, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **May 12, 2015**, to provide design section engineering services for Contract No. **RR-14-5703** for **Design Upon Request - Systemwide**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 14-3, Item 5**, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **RR-14-5703** for **Design Upon Request - Systemwide** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **May 12, 2015**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

B. All services performed by DESIGN SECTION ENGINEER shall be performed according to professional standards and in accordance with the Design Section Engineer's Manual for The Illinois State Toll Highway Authority, March 2014 and as revised thereafter.

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

ARTICLE II

Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or May 29, 2015** and ending **June 30, 2023**, in accordance with the schedule included in the attached proposal. Should circumstances arise, the Chief Engineer of the TOLLWAY may, at his discretion and with consent of the DESIGN SECTION ENGINEER, renew this contract for two additional one year terms or one additional two year term, as agreed upon by the Parties.

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

ARTICLE III

Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as shown in Exhibit "1") with an upper limit of compensation of **Two Million, Five Hundred Thousand Dollars and No Cents (\$2,500,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

ARTICLE IV

Scope of the Service – "Upon Request" Contracts

The DESIGN SECTION ENGINEER understands that this is an "assignment(s) upon request" contract wherein the DESIGN SECTION ENGINEER will be assigned various tasks over the duration of this Contract. Thus, the extent of services will not be

determined until such time that a task has been assigned by the TOLLWAY. Upon assignment of a Task, the DESIGN SECTION ENGINEER shall meet with representatives of the TOLLWAY; prepare a scope of services to complete the task; and submit a Proposal for the services to be performed. The DESIGN SECTION ENGINEER shall perform the task for not more than the total proposed task fee as authorized by the TOLLWAY. In no event will the DESIGN SECTION ENGINEER be entitled to additional compensation due to its errors in estimating the time, costs or expertise required to complete the task assignments. Only upon a change in the scope of task services, as documented in writing by the DESIGN SECTION ENGINEER and subsequently approved in writing by the Chief Engineer, will any additional fees be approved. The total compensation for the entirety of all task assignments shall not be in excess of **Two Million, Five Hundred Thousand Dollars and No Cents (\$2,500,000.00)**, being the amount set as the Upper Limit of Compensation for this Contract.

ARTICLE V

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

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

Confidentiality

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

performance of the AGREEMENT, in whatever form it is maintained, promptly at the end of the AGREEMENT, or earlier at the request of the TOLLWAY, or notify the TOLLWAY in writing of its destruction with prior TOLLWAY approval only.

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

ARTICLE VI

Responsibility for Injuries and Damages

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

ARTICLE VII

Insurance

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

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

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

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

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

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

The DESIGN SECTION ENGINEER shall submit insurance documentation prior to the commencement of any contract work and will provide documentation of renewals

of said policies as they occur. Any failure of the TOLLWAY to request proof of insurance will not waive the requirement of maintenance of protection as specified herein.

ARTICLE VIII

Ownership of Documents

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

ARTICLE IX

Financial Statement

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

ARTICLE X

Successors and Assigns

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

ARTICLE XI

Subcontractors

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

ARTICLE XII

Suspension

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

ARTICLE XIII

Termination

A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the DESIGN SECTION ENGINEER. Upon termination and within ten (10) days of said termination, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report, in form satisfactory to the Chief Engineer of the TOLLWAY, including information as to all the services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and services and determine the percentage of the work required to be performed under this Agreement that has been completed by the DESIGN SECTION ENGINEER. In case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineer shall be final. At the request and direction of the Chief Engineer of the TOLLWAY, the DESIGN SECTION ENGINEER shall, additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to date of termination in accordance with the requirements of the Design Section Engineer's Manual, March 2014 and as revised thereafter.

In the event the Chief Engineer of the TOLLWAY requires additional services to be performed by the DESIGN SECTION ENGINEER to complete certain elements of the engineering services, the DESIGN SECTION ENGINEER shall prepare a final Progress Report on completion of the additional services. The TOLLWAY will review the final Progress Report and determine the percentage of completed services performed under the Agreement by the DESIGN SECTION ENGINEER.

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

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

B. Termination for Cause

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

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

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

3. Upon termination for cause, and within ten (10) days of such notice, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report in a form satisfactory to the Chief Engineer of the TOLLWAY, including information as to all services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of services that have been performed under this Agreement by the DESIGN SECTION ENGINEER. In the case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineer shall be final. At the request and direction of the Chief Engineer of the TOLLWAY, the DESIGN SECTION ENGINEER shall additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to the date of termination in accordance with the requirements of the Design Section Engineer's Manual, March 2014 and as revised thereafter.

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

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

- b. Actual reimbursable direct expenses incurred prior to the effective date of termination;

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Record Retention and Audit

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

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

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

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

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

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

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

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

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **Singh & Associates, Inc., 230 W. Monroe, Suite 1400, Chicago, Illinois 60606**, or to the Chief Engineer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XVII

Quality Assurance and Quality Control (QA/QC) Plan

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

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

ARTICLE XVIII

Miscellaneous

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

ARTICLE XIX

Inspector General

Each party to this Agreement hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/) the Inspector General of the Illinois State Toll Highway Authority has the authority to audit and to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse and when necessary subpoena witnesses and compel the production of books and papers pertinent to an investigation. Each party shall cooperate in any such investigation and shall provide access to all information and documentation related to the services

performed and will disclose and make available all personnel involved or connected with the services or having knowledge of the services.

ARTICLE XX

Engineer Selection Process

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

ARTICLE XXI

Report of a Change in Circumstances

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT RR-14-5703 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

SINGH & ASSOCIATES, INC.

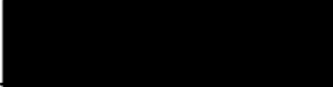
By  8/5/15
Chair/Executive Director-Signature Date
Paula Wolff/Kristi Lafleur

GREG BEALON


 5/25/2015
President-Signature Date

SADHU SINGH RIMHRAJ
Printed Name as Signed Above

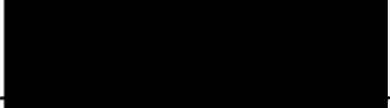
APPROVED:
 8/4/15
Chief of Finance - Signature Date
Michael Colsch

ATTEST:
 5/25/2015 (Seal)
Secretary - Signature Date

SADHU SINGH RIMHRAJ
Printed Name as Signed Above

APPROVED:
 8/3/15
General Counsel - Signature Date
David Goldberg

Approved as to Form and Constitutionality

 7-30-2015
Attorney General, State of Illinois - Robert Lane - Signature Date

DESIGN UPON REQUEST
DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 28th day of May, 2015, 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 **SINGH & ASSOCIATES, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **May 12, 2015**, to provide design section engineering services for Contract No. **RR-14-5703** for **Design Upon Request - Systemwide**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 14-3, Item 5**, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **RR-14-5703** for **Design Upon Request - Systemwide** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **May 12, 2015**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

B. All services performed by DESIGN SECTION ENGINEER shall be performed according to professional standards and in accordance with the Design Section Engineer's Manual for The Illinois State Toll Highway Authority, March 2014 and as revised thereafter.

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

ARTICLE II

Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or May 29, 2015** and ending **June 30, 2023**, in accordance with the schedule included in the attached proposal. Should circumstances arise, the Chief Engineer of the TOLLWAY may, at his discretion and with consent of the DESIGN SECTION ENGINEER, renew this contract for two additional one year terms or one additional two year term, as agreed upon by the Parties.

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

ARTICLE III

Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as shown in Exhibit "1") with an upper limit of compensation of **Two Million, Five Hundred Thousand Dollars and No Cents (\$2,500,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

ARTICLE IV

Scope of the Service – "Upon Request" Contracts

The DESIGN SECTION ENGINEER understands that this is an "assignment(s) upon request" contract wherein the DESIGN SECTION ENGINEER will be assigned various tasks over the duration of this Contract. Thus, the extent of services will not be

determined until such time that a task has been assigned by the TOLLWAY. Upon assignment of a Task, the DESIGN SECTION ENGINEER shall meet with representatives of the TOLLWAY; prepare a scope of services to complete the task; and submit a Proposal for the services to be performed. The DESIGN SECTION ENGINEER shall perform the task for not more than the total proposed task fee as authorized by the TOLLWAY. In no event will the DESIGN SECTION ENGINEER be entitled to additional compensation due to its errors in estimating the time, costs or expertise required to complete the task assignments. Only upon a change in the scope of task services, as documented in writing by the DESIGN SECTION ENGINEER and subsequently approved in writing by the Chief Engineer, will any additional fees be approved. The total compensation for the entirety of all task assignments shall not be in excess of **Two Million, Five Hundred Thousand Dollars and No Cents (\$2,500,000.00)**, being the amount set as the Upper Limit of Compensation for this Contract.

ARTICLE V

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

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

Confidentiality

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

performance of the AGREEMENT, in whatever form it is maintained, promptly at the end of the AGREEMENT, or earlier at the request of the TOLLWAY, or notify the TOLLWAY in writing of its destruction with prior TOLLWAY approval only.

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

ARTICLE VI

Responsibility for Injuries and Damages

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

ARTICLE VII

Insurance

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

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

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

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

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

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

The DESIGN SECTION ENGINEER shall submit insurance documentation prior to the commencement of any contract work and will provide documentation of renewals

of said policies as they occur. Any failure of the TOLLWAY to request proof of insurance will not waive the requirement of maintenance of protection as specified herein.

ARTICLE VIII

Ownership of Documents

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

ARTICLE IX

Financial Statement

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

ARTICLE X

Successors and Assigns

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

ARTICLE XI

Subcontractors

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

ARTICLE XII

Suspension

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

ARTICLE XIII

Termination

A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the DESIGN SECTION ENGINEER. Upon termination and within ten (10) days of said termination, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report, in form satisfactory to the Chief Engineer of the TOLLWAY, including information as to all the services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and services and determine the percentage of the work required to be performed under this Agreement that has been completed by the DESIGN SECTION ENGINEER. In case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineer shall be final. At the request and direction of the Chief Engineer of the TOLLWAY, the DESIGN SECTION ENGINEER shall, additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to date of termination in accordance with the requirements of the Design Section Engineer's Manual, March 2014 and as revised thereafter.

In the event the Chief Engineer of the TOLLWAY requires additional services to be performed by the DESIGN SECTION ENGINEER to complete certain elements of the engineering services, the DESIGN SECTION ENGINEER shall prepare a final Progress Report on completion of the additional services. The TOLLWAY will review the final Progress Report and determine the percentage of completed services performed under the Agreement by the DESIGN SECTION ENGINEER.

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

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

B. Termination for Cause

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

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

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

3. Upon termination for cause, and within ten (10) days of such notice, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report in a form satisfactory to the Chief Engineer of the TOLLWAY, including information as to all services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of services that have been performed under this Agreement by the DESIGN SECTION ENGINEER. In the case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineer shall be final. At the request and direction of the Chief Engineer of the TOLLWAY, the DESIGN SECTION ENGINEER shall additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to the date of termination in accordance with the requirements of the Design Section Engineer's Manual, March 2014 and as revised thereafter.

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

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

- b. Actual reimbursable direct expenses incurred prior to the effective date of termination;

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Record Retention and Audit

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

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

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

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

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

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

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

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

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **Singh & Associates, Inc., 230 W. Monroe, Suite 1400, Chicago, Illinois 60606**, or to the Chief Engineer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XVII

Quality Assurance and Quality Control (QA/QC) Plan

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

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

ARTICLE XVIII

Miscellaneous

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

ARTICLE XIX

Inspector General

Each party to this Agreement hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/) the Inspector General of the Illinois State Toll Highway Authority has the authority to audit and to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse and when necessary subpoena witnesses and compel the production of books and papers pertinent to an investigation. Each party shall cooperate in any such investigation and shall provide access to all information and documentation related to the services

performed and will disclose and make available all personnel involved or connected with the services or having knowledge of the services.

ARTICLE XX

Engineer Selection Process

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

ARTICLE XXI

Report of a Change in Circumstances

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


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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT RR-14-5703 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

SINGH & ASSOCIATES, INC.

By 
Chair/Executive Director - Signature
Paula Wolf/Kristi Lafleur

8/5/15
Date


President - Signature
Date

5/25/2015
Date

GREG BEAZER

SADHU SINGH RIKHRAJ
Printed Name as Signed Above

APPROVED:


Chief of Finance - Signature
Michael Colsch


8/4/15
Date

ATTEST:


Secretary - Signature
Date

5/25/2015 (Seal)
Date

APPROVED:


General Counsel - Signature
David Goldberg

8/3/15
Date

SADHU SINGH RIKHRAJ
Printed Name as Signed Above

Approved as to Form and Constitutionality


7-30-2015
Attorney General, State of Illinois - Robert Lane - Signature Date

DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER RR-14-5703

This proposal, dated May 12, 2015, is submitted by Singh + Associates, Inc. of Chicago, IL for Design Section Engineer's Service.

LOCATION OF DESIGN SECTION

The location of the construction Contract RR-14-5703 for which we propose to provide Design Section Engineering Services is Design Upon Request, in Systemwide County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 14-3, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, dated March 2014 (and as revised), and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

RESPONSIBILITY

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

FEE PROPOSAL

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

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

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

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

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

Exhibit C-1 (Payroll Classification Escalation Table) shall identify the direct labor escalation for the duration of the project. Pay rate increases shall be limited to one per calendar year. Cumulative labor increases for the DESIGN SECTION ENGINEER may not exceed the direct labor escalation rate listed in Exhibit C-1 for any twelve month period.

Exhibit C-2 (Direct Labor Classification Man-Hours and Rates)

This exhibit establishes employee classifications and rate ranges and determines the Total Direct Labor for the project.

Exhibit C-3 (Company Employee Classification List) shall establish the classifications, of the company's staff. Classifications must be included on Exhibit C-3 to be reimbursable.

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

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

Promotions resulting in labor rate increases will only be permitted if the promotion occurs on this project to a pre-approved contract position. Employees promoted within the company will not be entitled to a rate increase on this project beyond the rate

appropriate for the services being performed by the employee. Any increase will be at the date of the approved promotion.

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

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

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

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

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

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

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

The ADDITIONAL SERVICES PROVISION (if any) included in this proposal (see *Exhibit B*) will be for the sole purpose of funding increases in the Scope of Work, which have been identified as potential extra services prior to the start of work. The additional

services funds will not be used to cover costs for items included in the original Scope of Design Engineering Services. The authorization for the use of the Additional Services Funds must be in writing from the Chief Engineer of the TOLLWAY.

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 2,500,000.00 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

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

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

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

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

PROGRESS REPORTS - The DESIGN SECTION ENGINEER will submit monthly progress and staffing reports including a narrative report and providing a brief discussion of the status of the design. These reports must be submitted with the invoice

covering the same period, and must be received by the TOLLWAY within 20 calendar days following the reporting period.

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

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

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

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

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

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

INVOICES for services performed and expenses incurred through December 31st must

be submitted to the TOLLWAY no later than February 28th of the subsequent year. The DESIGN SECTION ENGINEER expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the DESIGN SECTION ENGINEER fails to obtain prior written approval from the Chief Engineer for an alternative INVOICE submission date. DESIGN SECTION ENGINEER will request such approval or an INVOICE submittal extension no later than February 15th.

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

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

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

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

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

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

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

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT RR-14-5703

SUBMITTED BY:

FIRM NAME: Singh + Associates, Inc.

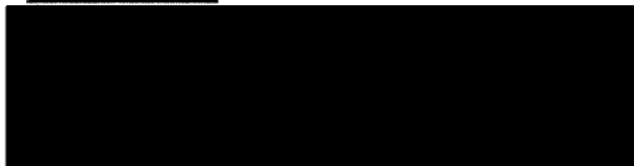
ADDRESS: 230 W. Monroe, Suite 1400

CITY, STATE: Chicago, IL

TELEPHONE: 312.629.0240

FACSIMILE: 312.629.8449

SIGNED BY:



PRINTED NAME: Harvind Singh

TITLE: Executive Vice President



STATE OF ILLINOIS
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-14-5703
CONSULTANT NAME: Singh & Associates, Inc.

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 1.2 Minority Consultant 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.
- 1.3 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.
- 1.4 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 subConsultants according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 1.5 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.
- 1.6 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 June 30 of any year must be submitted to the State no later than July 31 of that 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.

Vendor(s) are required to attest to the standards set forth in this contract and must include the following statement on every one of their invoices delivered to the Tollway pursuant to statute 605 ILCS 10/16.1.

This statement must be imprinted on the invoice or an attachment attesting to the following statement:

Invoice# _____ Invoice Date _____

"The Seller, _____ (insert vendor name) hereby certifies that the goods, merchandise and wares shipped in accordance with the attached delivery invoice have met all the required standards set forth in the purchasing contract".

Authorized Representative

If the Vendor does not comply with attesting to the statute 605 ILCS 10/16.1 this will cause delay in payment.

All invoices must include original order date to ensure accurate and timely payment processing.

1.6.1 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.

1.6.2 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. **SUBCONTRACTING:** For purposes of this section, subConsultants are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subConsultants in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subConsultants to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subConsultant and the anticipated amount of money that each subConsultant is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subConsultants hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subConsultant certifications as shown on the Standard SubConsultant Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subConsultants, Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subConsultant will receive pursuant to the Contract.
4. **AUDIT/RETENTION OF RECORDS:** Vendor and its subConsultants 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 three years from the later of the date of final payment under the contract or completion of the contract, and by the subConsultant for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subConsultants must retain its records for five years. 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, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subConsultants 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 subConsultants shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

5. **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.
6. **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.
7. **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.
8. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subConsultants, 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.
9. **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.
10. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their 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, subConsultants or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
11. **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be

modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

12. **INDEPENDENT CONSULTANT:** Vendor shall act as an independent Consultant and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
13. **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.
14. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subConsultants 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.
15. **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 subConsultants officers, employees or agents. Vendor or subConsultant shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
16. **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 www.ilga.gov/legislation/ilcs/ilcs.asp.
17. **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.
18. **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.
19. **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.
20. **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.

21. **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.
22. **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.
23. **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.
24. **WARRANTIES FOR SUPPLIES AND SERVICES:**
 - 24.1 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.
 - 24.2 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.
 - 24.3 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.
25. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
 - 25.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
 - 25.2 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.

26. **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.

27. **SUPPLEMENTAL PROVISIONS**

27.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

27.1.1 **Agents and Employees:**

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

27.1.2 **Publicity:**

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

27.1.3 **Third Party Beneficiaries:**

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

27.1.4 **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.

27.1.5 **Venue:**

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

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

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

27.1.5.3 The Tollway is not currently an appropriated agency.

27.2 Report of a Change in Circumstances: The Consultant 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 CONSULTANT'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 CONSULTANT's Certification/Disclosure Forms, the CONSULTANT's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (CONSULTANT/VENDOR) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONSULTANT, 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 CONSULTANT agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The (CONSULTANT/VENDOR) agrees to forward or relay to the Tollway any reports received from subConsultants pursuant to this paragraph within 21 days.

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

27.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS

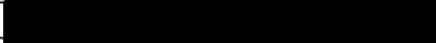
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT CC

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

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

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

Agreed: Singh & Associates, Inc.	Agreed: Illinois Tollway
By: S. Singh Rikhiraj, PE	By:
Signed: 	Signed:
Position: President	Position:
Date: January 20, 2015	Date:



**SubConsultant Information/Delinquent Debt Review
Consultant/Consultant
Sub Consultant/Consultant
FEIN**

Date: 1/22/15

Project Number: RR-14-5703

Project Name: Design Upon Request, Systemwide

DELINQUENT DEBT REVIEW

Sub Consultant/Consultant Disclosure.

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

If yes, you must identify below, to the extent the information is known, the names, addresses and type of work all Sub-Consultants/Consultants you will be using in the performance of this Contract, together with the anticipated dollar value each is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section Sub-Consultants/Consultants are those specifically hired to perform all, or part, of the work of this contract or to provide the supplies requested by the State.

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 subConsultant certifications as shown on the Standard SubConsultant Certification form available from the State.

Delinquent Payment. The Consultant/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 Consultant/Consultant further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the Consultant/Consultant or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Consultant/Consultant: Singh & Associates, Inc.

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: singh@singhinc.com

CONSULTANT

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

<u>Sub-Consultant(s)</u>	<u>Sub-Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
<u>Collins Engineers, Inc.</u>		<u>123 North Wacker Drive, Ste. 900, Chicago, IL 60606</u>	<u>Structural Engineering</u>	<u>TBD</u>
<u>Gonzalez Companies, LLC</u>		<u>1750 Brentwood Blvd., Ste. 700, St. Louis, MO 63144</u>	<u>Constructability Review</u>	<u>TBD</u>
<u>M Squared Engineering, LLC</u>		<u>2355 Lakeside Drive, Aurora, IL 60504</u>	<u>Drainage + Stormwater</u>	<u>TBD</u>
<u>Parsons Transportation Group, Inc.</u>		<u>10 S. Riverside Plaza, Suite 400, Chicago, IL 60606</u>	<u>Master Planning + Freight Planning</u>	<u>TBD</u>
<u>The Roderick Group, Inc.</u>		<u>226 W. Jackson Blvd., Chicago, IL 60606</u>	<u>Roadway Support</u>	<u>TBD</u>

T&I Engineers, LLC		<u>QAQC Roadway</u>	<u>TBD</u>
--------------------	---	---------------------	------------

s. s. Rikhiraj
Signature

S. Singh Rikhiraj, **Date** 1/22/15
Print Name



To all to whom these Presents Shall Come, Greeting:

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

SINGH & ASSOCIATES INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON SEPTEMBER 21, 1987, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1115901460

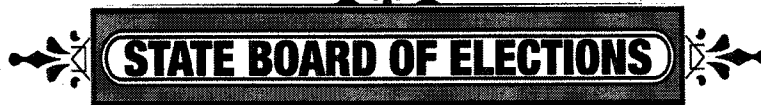
Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 8TH day of JUNE A.D. 2011

Jesse White

SECRETARY OF STATE

Certificate of Registration



Registration No. 12820

Singh & Associates, Inc.

230 West Monroe Street, Suite 1400

Chicago IL 60606

Information for this business last updated on:

Tuesday, September 10, 2013

Certificate produced on Tuesday, October 22, 2013 at 12:09 PM



**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

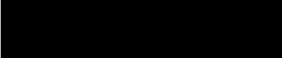
Name: Click here to enter text.

Business Name: Singh & Associates, Inc.

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

or

Employer Identification Number: 

Legal Status (check one):

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

Signature of Authorized Representative: 


Date: May 13, 2015

Vendor Registration: View Form

Business Name: **SINGH & ASSOCIATES, INC.**

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[Comments](#) | [Reviews](#) | [Certifications](#) | [Site Visits](#) | [Registrations](#)

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 1 flag has been added to this record. See below for details.

Show only flagged items.

Vendor Registration

Form Name	A - B. Business Information & Other Business Registrations
Description	Complete section A and B, in order to submit this form.
Date Submitted	8/25/2014
Status	Accepted
Business Name	SINGH & ASSOCIATES, INC.
Point of Contact	<u>Marissa Modesto</u>
Flag Form	<u>Add Flag</u>

A. Business Information

1. Your Business is Registering as a	Prime contractor and subcontractor
2. Name of CEO/Business Owner	Sadhu Singh Rikhiraj
3. Annual sales/gross receipts	\$3,700,000
4. Is your business a Division or Subsidiary of another organization?	No
5. When was your business established?	09/21/1987
6. In what Illinois county(ies) are you conducting business?	The business conducts business statewide.
7. Contact Person for this vendor registration	Harvind Kaur Singh
Contact Person Title	Vice President
Contact Person Phone	312.629.0240
Contact Person Email	hkaur@singhinc.com

B. Other Business Registrations

1. Is your business registered with any of the following State of Illinois programs?

**Business Enterprise Program (BEP)
September 17, 2014**

Document	Status
Certificate or Letter of Approval <u>SINGH BEP Certification Letter - MBE</u> (PDF, 44.07 KB)	Attached by Marissa Modesto on 8/25/2014

**Small Business Set-Aside Program (SBSP)
March 2016**

Document	Status
Certificate or Letter of Approval <u>SINGH SBSP Certification Letter</u> (PDF, 378.83 KB)	Attached by Marissa Modesto on 8/25/2014

Additional Information

Staff Attached File(s)

Attach File

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

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Vendor Registration: View FormBusiness Name: **SINGH & ASSOCIATES, INC.**

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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	8/25/2014
Status	Accepted
Business Name	SINGH & ASSOCIATES, INC.
Point of Contact	<u>Marissa Modesto</u>
Flag Form	<u>Add Flag</u>

C. Small Business Set-Aside Program

1. Would you like to apply for the Small Business Set-Aside Program?	N/A - My business is already registered in this program.
--	---

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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	8/25/2014
Status	Accepted
Business Name	SINGH & ASSOCIATES, INC.
Point of Contact	Marissa Modesto
Flag Form	Add Flag

D. Department of Human Rights (DHR)

1. Total number of employees, during the past year	30	
2. Select the DHR status of your business	My business had 15 or more employee at any time within the past year. 99108-00 04/22/2019	

E. Authorized to do Business in Illinois

1. Is your business registered and authorized to do business in Illinois?	Yes, registered	
---	-----------------	---

Additional Information

Staff Attached File(s)

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[Comments](#) | [Reviews](#) | [Certifications](#) | [Site Visits](#) | [Registrations](#)

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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	8/25/2014
Status	Accepted
Business Name	SINGH & ASSOCIATES, INC.
Point of Contact	<u>Marissa Modesto</u>
Flag Form	<u>Add Flag</u>

F. Certifications

1. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
- Yes**
2. This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3
- N/A**
3. Vendor certifies that it has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable
- Yes**
4. If you are awarded a contract for which there was a current Vendor providing the services covered by that contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by that contract subject to its bid or offer; and (ii) that it shall offer employment to all employees that are then currently employed in any existing bargaining unit who performs substantially similar work to the work that will be performed pursuant to that contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80
- Yes**
5. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5
- Yes**
6. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10
- N/A**
7. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5
- Yes**
8. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, have entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60
- Yes**
9. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12
- Yes**

EXHIBIT "1"

10. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14
- Yes
11. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25
- Yes
12. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30
- Yes
13. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38
- Yes
14. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38
- Yes
15. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50
- Yes
16. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517
- Yes
17. Vendor certifies that if awarded a contract for public works, steel products used or supplied in the performance of that contract shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception in writing. 30 ILCS 565
- Yes
18. If Vendor is awarded a contract worth more than \$5,000 and employs 25 or more employees, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580
- Yes
19. If Vendor is an individual and is awarded a contract worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract pursuant to the Drug Free Workplace Act. 30 ILCS 580
- N/A
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582
- Yes
21. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583
- Yes
22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584
- Yes
23. Vendor certifies that if awarded a contract including information technology, electronic information, software, systems and equipment, developed or provided under any contract, it will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards. 30 ILCS 587
- Yes
24. Vendor certifies that if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45
- Yes
25. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4, E-11

EXHIBIT "1"

Yes
26. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105
Yes
27. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2
Yes
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee whose procurement authority at any time during the one-year period preceding the procurement lobbying activity.
Yes
29. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37 Vendor will not make a political contribution that will violate these requirements.
Yes
30. Vendor certifies that if an individual, sole proprietor, partner or an individual as a member of a LLC, he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. (30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133
N/A

G. Board of Elections (BOE)

1. Is your business registered with the Board of Elections (BOE)?

Yes, I certify my business is registered with BOE.

12820

Additional Information

Staff Attached File(s)

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Vendor Registration: View Form

Business Name: **SINGH & ASSOCIATES, INC.**

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Vendor Registration

Form Name	H. Iran Disclosure
Description	Complete section H, in order to submit this form.
Date Submitted	8/25/2014
Status	Accepted
Business Name	SINGH & ASSOCIATES, INC.
Point of Contact	<u>Marissa Modesto</u>
Flag Form	<u>Add Flag</u>

H. Iran Disclosure

1. Do you or any of your corporate parents or subsidiaries have any business operations that must be disclosed?
No business operations to disclose.

Additional Information

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STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22035093 Procurement/Contract #: RR-14-5703

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

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

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

1. Certification of Illinois Procurement Gateway Registration

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

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

IPG Registration #: 20061362 IPG Expiration Date: 8/25/2015

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012). Yes No

3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10. Yes No

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

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

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

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

Name	Address	Relationship to Disclosing Entity
None	Click here to enter text.	Click here to enter text.

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

5. Disclosure of Current and Pending Contracts

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

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

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
See Attached	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

6. Signature

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Singh & Associates, Inc.

Phone: 312-629-0240

Street Address: 230 W. Monroe St., Ste. 1400

Email: hkaur@singhinc.com

City, State, Zip: Chicago, IL 60606

Vendor Contact: Harvind Kaur Singh

Signature _____

Date: 5/13/15

Printed Name: Harvind Kaur Singh

Title: Executive Vice President

State of Illinois Chief Procurement Office General Services
FORMS B Certifications and Disclosures
V.15.2

State of Illinois
Forms B Certifications and Disclosures
5. Disclosure of Current + Pending Contracts

Agency /University	Project Title	Status	Value	Contract Reference/PO/Illinois Procurement Bulletin #
CDB	Illinois Youth Center, St. Charles - Various Buildings (Sub)	Pending Contract	TBD	125-110-016
ISTHA	Jane Addams Memorial Tollway (I-90) and Systemwide, DUR (Sub)	Active Contract	\$ 15,000	I-14-4196
ISTHA	Design Corridor Manager, Jane Addams (I-90) (Sub)	Active Contract	\$ 728,000	I-11-4018
ISTHA	Elmhurst Road Interchange at I-90 - Electrical/Lighting (Sub)	Active Contract	\$ 105,000	I-11-4020
ISTHA	Elgin-O'Hare Western By Pass, US 20 to Rt. 83	Active Contract	\$ 1,300,000	I-12-4041
ISTHA	Elgin-O'Hare Western By Pass, US 20 to Rt. 83 - CM Services	Active Contract	\$ 6,615	I-13-4626
ISTHA	I-88, US 30 to US 52 (Sub)	Active Contract	\$ 216,500	RR-13-5660
ISTHA	I-90, Bridge Construction, Roselle Road (Sub)	Pending Contract	TBD	I-13-4106
ISTHA	I-355 Roadway Widening, 71st Street to 75th Street (Sub)	Active Contract	\$ 94,000	I-13-5663; PSB 13-2/006
ISTHA	I-88, York Road to I-290 (Sub)	Active Contract	\$ 280,000	RR-13-4116
ISTHA	Elgin-O'Hare Western Access, IL 19 Interchange(Sub)	Active Contract	\$ 150,500	I-13-4623
ISTHA	I-90 and Systemwide, Design Services Upon Request. On-call and as-needed Phase II Engineering Services (Sub)	Active Contract	\$ 15,550	I-14-4196
ISTHA	Design Upon Request, Systemwide Tri-State Tollway, Roadway Study, Cermak Road to Balmoral Avenue (Sub)	Pending Contract	\$ 1,250,000	I-14-5703 / 22035093
ISTHA	I-290 Traffic Study (Sub)	Pending Contract	TBD	I-14-4645 / 22035965
IDOT	I-290 Traffic Study (Sub)	Active Contract	\$ 570,000	PTB 157/001
IDOT	IL 19 at York Road (Sub)	Active Contract	\$ 160,000	PTB 140/003
IDOT	US 30, Briarcliff to US 34 (Sub)	Active Contract	\$ 140	D-91-015-10; 153/007
IDOT	Phase I Studies (Sub)	Active Contract	\$ 56,000	PTB 152/017
IDOT	63rd Street Bridge over Dan Ryan Expressway - Civil/Electrical (Sub)	Active Contract	\$ 66,000	PTB 154/010
IDOT	US 30 at IL 31 - Civil/Electrical (Sub)	Active Contract	\$ 67,000	PTB 153/008
IDOT	I-57 at Stuenkel Road Interchange (Sub)	Active Contract	\$ 132,000	PTB 157/008
IDOT	IL 64 over Salt Creek (Sub)	Active Contract	\$ 56,000	PTB 159/007
IDOT	I-55 at Weber Road (Sub)	Active Contract	\$ 19,000	P-91-186-09
IDOT	Various Phase II Projects (Sub)	Active Contract	\$ 43,600	D-91-397-11; PTB 159/007
IDOT	Various Lighting/Electrical - Statewide	Active Contract	\$ 1,500,000	D-30-011-12; PTB 164/017
IDOT	US 30 at I-55 Ramps (Sub)	Active Contract	\$ 148,000	D-91-591-10; PTB 160/003
IDOT	Phase I Studies (Sub)	Pending Contract	\$ 56,000	P-91-506-09; PTB 152/015
IDOT	IL 53, St. Charles Rd. to North Ave. (sub)	Active Contract	\$ 62,000	159/009
IDOT	Various Phase I/II Projects (Sub)	Pending Contract	TBD	D-92-026-11; PTB 158/016

State of Illinois
Forms B Certifications and Disclosures
5. Disclosure of Current + Pending Contracts

Agency /University	Project Title	Status	Value	Contract Reference/PO/Illinois Procurement Bulletin #
IDOT	District 1 Various Signals	Active Contract	\$ 600,000	D-91-311-13; PTB 168/011
IDOT	Smart Highway Design Along I-94/US 41 from Kennedy/Edens Junction to WI State Line - Lighting (Sub)	Active Contract	\$ 368,957	P-91-376-13; PTB 168/006
IDOT	Various Phase II Projects (Sub)	Active Contract	\$ 96,000	D-91-314-13; PTB 168/007
IDOT	US 20/West State Street from Day Ave to Independence Ave in Rockford (Sub)	Active Contract	\$ 45,600	D-92-073-11; PTB 168/016
IDOT	Phase I Various ADA Projects (Sub)	Active Contract	\$ 90,000	P-91-195-14; PTB 171-006
IDOT	Various ITS and Electrical Projects, DUR	Active Contract	\$ 500,000	D-91-354-14; PTB 172-008
IDOT	Various Phase II Traffic Signal Design Projects (Sub)	Pending Contract	\$ 45,600	D-91-333-14; PTB 172-006
IDOT	Lighting Assessments (Sub)	Active Contract	per Work Order	P-91-505-09; PTB 152-016
IDOT	Phase I Studies for Various Projects (Sub)	Active Contract	per Work Order	P-91-442-14; PTB 173-006
IDOT	Phase I Studies for Various Projects (Sub)	Active Contract	per Work Order	P-91-1251-15; PTB 174-001
IDOT	Various Phase I Projects (Sub)	Pending Contract	TBD	P-91-224-15; PTB 175-011
IDOT	IL 53, IL 68 from US 12 to Kennedy Drive/Frontage Road, Phase II Project (Sub)	Pending Contract	TBD	D-91-113-15 / PTB 175-015
IDOT	IDOT District 1 Various Electrical	Active Contract	\$ 300,000	PTB 156/019

Vendor Registration: ViewBusiness Name: **SINGH & ASSOCIATES, INC.**

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 1 flag has been added to this record. See below for details.

Show only flagged items.

Vendor Registration

Name	State of Illinois Vendor Registration
Description	Register to do business with the State of Illinois
Date Submitted	8/25/2014
Status	Accepted
Reviewer	Jean Sandstrom
Date Reviewed	8/25/2014
Public Review Comments	
Private Review Comments	
Expiration Date	8/25/2015
Flag Form	Add Flag

Settings

Business Enterprise Program (BEP) Registered	Yes
Veteran Owned Small Business (VOSB) Registered	No
Service Disabled Veteran Owned Small Business (SDVOSB) Registered	No
Small Business Set-Aside Program (SBSP) Registered	Yes
State Use Program	No
Registering as a	Prime & Subcontractor

Vendor Information

Business Name	SINGH & ASSOCIATES, INC.
Primary Contact	Marissa Modesto (change contact)
Primary Contact Email	mmodesto@singhinc.com
Phone	312-629-0240
Fax	312-629-8449
Company Email	singh@singhinc.com
Tax ID Number	
Company Type	Corporation
Address	230 W MONROE ST STE 1400 CHICAGO, IL 60606

[View Vendor Profile](#)

Current Vendor Certifications

No current applicable certifications.

Vendor Registration: View Form

Business Name: **SINGH & ASSOCIATES, INC.**

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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	8/25/2014
Status	Accepted
Business Name	SINGH & ASSOCIATES, INC.
Point of Contact	<u>Marissa Modesto</u>
Flag Form	<u>Add Flag</u>

I. Financial Disclosures & Conflicts of Interest	
A. Identify the applicable entity type.	
Other Privately Held Entity, not including Sole Proprietorships	
B. Is there a parent entity?	
No	
C. Instrument of Ownership or Beneficial Interest	
Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)	
1. Is there any individual or entity who meets ANY of the following thresholds: (a) Owns more than 5% of the business, (b) Holds ownership share of the business valued in excess of \$106,447.20, (c) Is entitled to more than 5% of the business' distributive income, or (d) Is entitled to more than \$106,447.20 of the business' distributive income?	
Yes, the information is not publicly available	
Document	Status
List of individuals or entities meeting one or more of the listed thresholds.	Attached by Marissa Modesto on 7/10/2014
<u>IPG Percentage of Ownership and Distributive Income (PDF, 84.27 KB)</u>	
2. Please certify that the following statement is true: all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20 have been disclosed.	
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 disclosing entity have been disclosed.	
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	

EXHIBIT "1"

8. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor, or are they the spouse or an immediate family member who currently resides or resided with such person within the last 12 months?

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?

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?

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

EXHIBIT "1"

23. Has there been any bankruptcy within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

24. Have there been any adverse civil judgments and/or administrative findings within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

25. Have there been any criminal felony convictions within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

Additional Information

Staff Attached File(s)

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

Vendor Name: Singh & Associates, Inc.

DBA: NA

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
S. Singh Rikhiraj	[REDACTED]	100	Click here to enter text.	100	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

DESCRIPTIONS (Continued from Page 1)

The General and Automobile Liability policies include a blanket automatic Additional Insured endorsement that provides Additional Insured status to The Illinois State Toll Highway Authority, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to work performed by the named insured.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.

The Automobile Liability policy contains a special endorsement with "Primary" wording, when required by written contract.

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

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

PRODUCER USI Midwest - Euclid-Prof Liab 2021 Spring Road, Suite 100 Oak Brook, IL 60523	CONTACT NAME: PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939	
	E-MAIL ADDRESS: laurie.cloninger@usi.biz	
INSURED Singh & Associates, Inc. 230 W Monroe St #1400 Chicago, IL 60606	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : Travelers Indemnity Co. of CT 25682	
	INSURER B : Travelers Indemnity Co.-America 25666	
	INSURER C : Travelers Indemnity Company 25658	
	INSURER D : The Phoenix Insurance Company 25653	
	INSURER E : Wesco Insurance Company 25011	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	6802709L110	07/07/2015	07/07/2016	EACH OCCURRENCE \$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000	
							PRODUCTS - COM/POP AGG \$2,000,000	
							\$	
B	AUTOMOBILE LIABILITY	Y	Y	BA2707L988	07/07/2015	07/07/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$	
							\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	CUP6728Y786	07/07/2015	07/07/2016	EACH OCCURRENCE \$5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$10,000						AGGREGATE \$5,000,000	
							\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	UB6728Y516	07/07/2015	07/07/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A					E.L. EACH ACCIDENT \$1,000,000	
							E.L. DISEASE - EA EMPLOYEE \$1,000,000	
							E.L. DISEASE - POLICY LIMIT \$1,000,000	
E	Professional Liability			ARA112023201	07/22/2015	07/22/2016	\$2,000,000 each claim / annual aggregate	

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

Professional Liability is written on a 'claims made' policy form.
Some or all officers are excluded from Workers Compensation coverage.

RE: DUR, Systemwide (RR-14-5703 / 14225)

(See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

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

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal 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;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

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

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

- A. BLANKET ADDITIONAL INSURED
- B. EMPLOYEE HIRED AUTO
- C. EMPLOYEES AS INSURED
- D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
- E. TRAILERS – INCREASED LOAD CAPACITY
- F. HIRED AUTO PHYSICAL DAMAGE
- G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
- H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT
- I. WAIVER OF DEDUCTIBLE – GLASS
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. AUTO LOAN LEASE GAP
- M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

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

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

B. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

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



COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

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

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

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

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

J. PERSONAL PROPERTY

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

Personal Property Coverage

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

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

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

No deductibles apply to Personal Property coverage.

K. AIRBAGS

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

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

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

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

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

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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



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Contract Information Sheet

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

Consultant Name: Singh & Associates, Inc.

Contract Number: RR-14-5703

Proposal Date: 5/12/2015

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: RR-14-5703

Consultant:

Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Grand Total Exhibit A Hours				
1. Truck Parking Feasibility Study																		
Data Collection							360											360
Location Study							300	320										620
Environmental Study + Reports							16	84										100
Technology Study							40	100	28									168
Schedule + Estimates									180	180								360
Feasibility Study Report, PM						8	22	180	480	480								1140
QAQC								8	12	32								52
Coord. + Meetings						4	32	32	32	32								132
2. Truck Parking Lot Design																		
Data Collection													80					380
Concept Design																		
Preliminary Design																		
Estimates + Specs.																		
Coord. + Meetings													42					84
Project Management													20					40
QAQC																		
TOTALS						12	770	746	754	746				142	362			3532

Contract Number: RR-14-5703

Consultant: Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
2. Truck Parking Lot Design	380															380
Data Collection																1040
Concept Design		340	340	360												1540
Preliminary Design					260	260	200	180	160	160	160					
Estimates + Specs.																
Coord. + Meetings	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	504
Project Management	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	240
QA/QC				80	40											120
3. On Call Services																
Bridge Condition Reports	16	16	16	16	16	16	20	20	20	20	20	20	20	20	20	216
Environmental Studies + Reports	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	144
Coordination	8	8	8	16	16	16	16	16	16	16	16	16	16	16	16	168
TOTALS	478	438	438	546	406	366	310	290	270	270	270	270	270	270	270	4352

Contract Number: RR-14-5703

Consultant: Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
2. Truck Parking Lot Design																
Data Collection																
Concept Design																
Preliminary Design	200	220	220	220	160											1020
Estimates + Specs.		80	80	120	120											400
Coord. + Meetings	42	42	42	42	46											214
Project Management	20	24	24	24	24											116
QAQC				80	100											180
3. On Call Services																
Bridge Condition Reports	20	20	20	20	20	20										120
Environmental Studies + Reports	12	12	12	12	12	12										72
Coordination	16	16	16	16	16	18	18	18	18	18	18	18	18	18	18	206
TOTALS	310	414	414	534	498	50	18	18	18	18	18	18	18	18	18	2328

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>- 10,212.00</u> (Total Work Hours from Exhibit C-2)	X	<u>\$ 43.32</u> (Average Hourly Rate from Exhibit C-2)	=		TOTAL DIRECT SALARY \$ <u>442,383.84</u>
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Multiplier to be used on this project: 2.80

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 1,238,674.75

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

TOTAL DIRECT COSTS \$36,751.49

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 475,045.22

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ 749,528.54

TOTAL SERVICES BY OTHERS \$ 1,224,573.76

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) **\$ 2,500,000.00**

Contract No.: RR-14-5703 Consultant: Singh & Associates, Inc.

Date: 5/12/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 31 No. OF MONTHS
 SCHEDULED START DATE: 6/1/2015
 RAISE DATE: 1/1/2016
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date	Date
6/1/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017	-	-	-	-	-
7.0	12.0	12.0	31.0	31.0	31.0	31.0	31.0
22.58%	39.87%	41.07%	Escalation Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date	Date
-	-	-	-	-	-	-	-
31.0	31.0	31.0	31.0	31.0	31.0	31.0	31.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period			

The escalation factor for this project is: 103.52%

Contract No.: RR-14-5703

Consultant: Singh & Associates, Inc.

Date: 5/12/2015

Escalation Factor: 103.52%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	DIRECT COST	
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	252.00	Total Estimated O/T Hours:	10,212.00
No	Project Manager	\$40.00	\$70.00	\$62.50	\$64.70	1,580.00	Average Premium O/T Hourly Rate:	\$43.32
No	Senior Engineer/Planner	\$40.00	\$70.00	\$49.19	\$50.92	480.00	Total Overtime Premium:	\$442,383.84
No	Resident Engineer	\$40.00	\$70.00	\$49.19	\$50.92	120.00		
No	Project Engineer/Planner	\$25.00	\$60.00	\$39.10	\$40.48	2920.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$29.49	\$30.53	3560.00		
No	Engineer/Accountant	\$20.00	\$60.00	\$49.19	\$50.92	1240.00		
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00					
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00	\$30.80	\$31.88	60.00		

EXHIBIT "1"

Contract No.: RR-14-5703

Consultant: Singh & Associates, Inc.

Date: 5/12/2015

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	President	S. Singh Rikhiraj	\$50 - \$70
	Vice President	Harvind K. Singh	
Project Manager	Engineer IV	Richard Smith	\$40 - \$70
Senior Engineer/Planner	Engineer IV	Kathleen Meyerkord	\$40 - \$70
Resident Engineer	Engineer III	Omar Alsharbini	\$40 - \$70
Project Engineer/Planner □	Engineer II	Alethya Yu-Janicki	\$25 - \$60
Staff Engineer/Planner	Engineer I	Anil Pillalamarri	\$20 - \$40
	Engineer I	Ashlie Stapleton	
	Engineer I	Christopher Najarian	
	Engineer I	Eunseok Choi	
	Engineer I	Melvin Garvida	
	Designer I	Daniel Sobota	
Engineer /Accountant	Engineer III	Angela Giovannone	\$20 - \$60
	Engineer III	Kirankumar Prajapati	
	Engineer III	Rashesh Patel	
	Engineer III	Vince Olsauskas	
	Engineer II	Claire Yavaraski	
	Engineer II	Vytas Pelegrimas	
	Admin I	Yaw Osei	
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Admin I	Suzette Rose	\$8.25 - \$40

Contract No.: RR-14-5703 Consultant: Singh & Associates, 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**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLL_WAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 36,751.49

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**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 IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE 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 CSE Manual allowance.

Contract No.: RR-14-5703

Consultant: Singh & Associates, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Harvind Kaur Singh

Project Manager: Richard Smith

Project Engineer: Alethya Yu-Janicki

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Vytas Pelegrimas

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Rashesh Patel

Classification: Engineer III (Lead Electrical + Lighting Engineer)

Name: Angela Giovannone

Classification: Engineer III (Lead Mechanical Engineer)

Name: Kathy Meyerkord

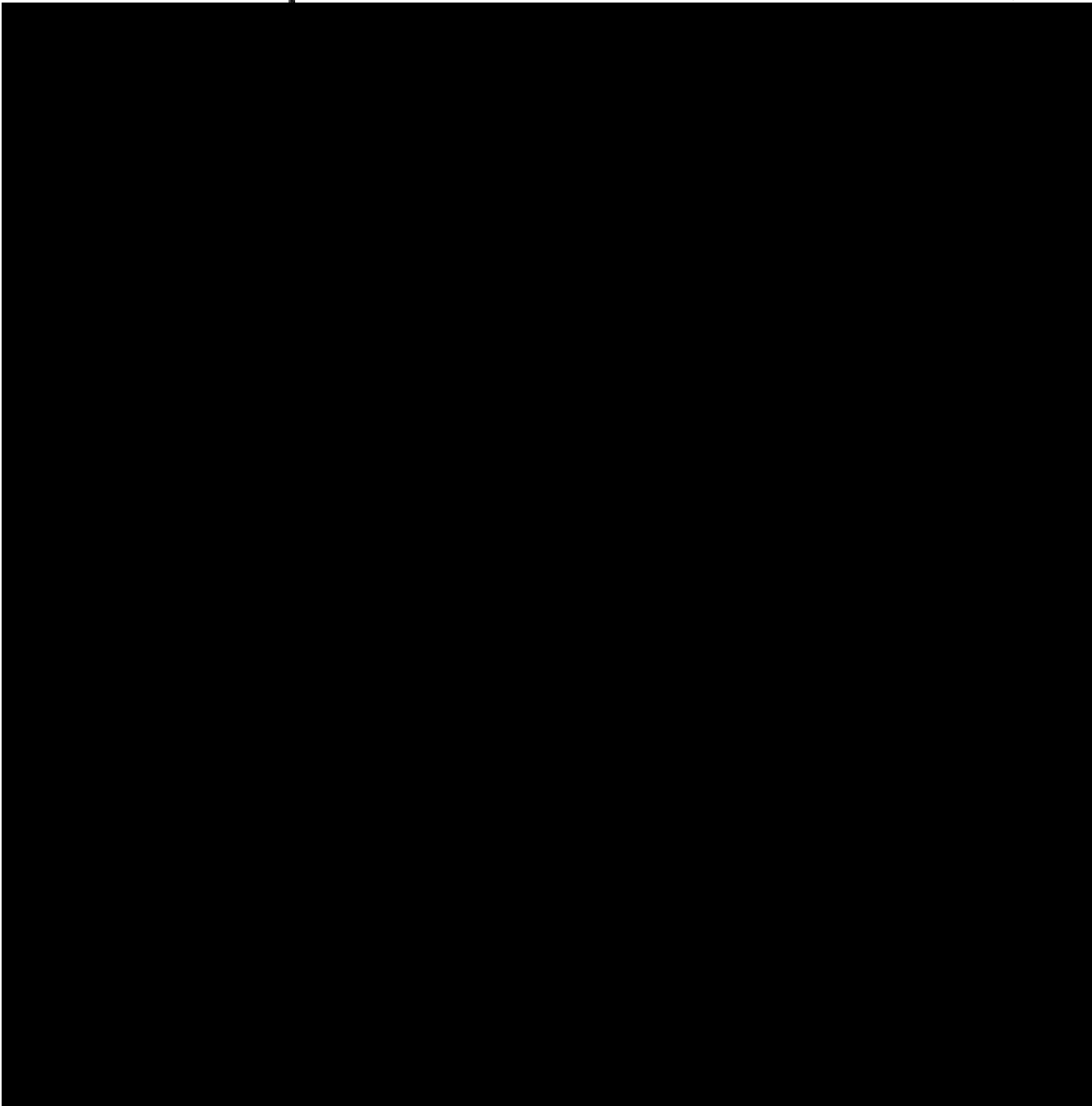
Classification: Engineer IV (Senior Transportation Engineer)

Name: _____

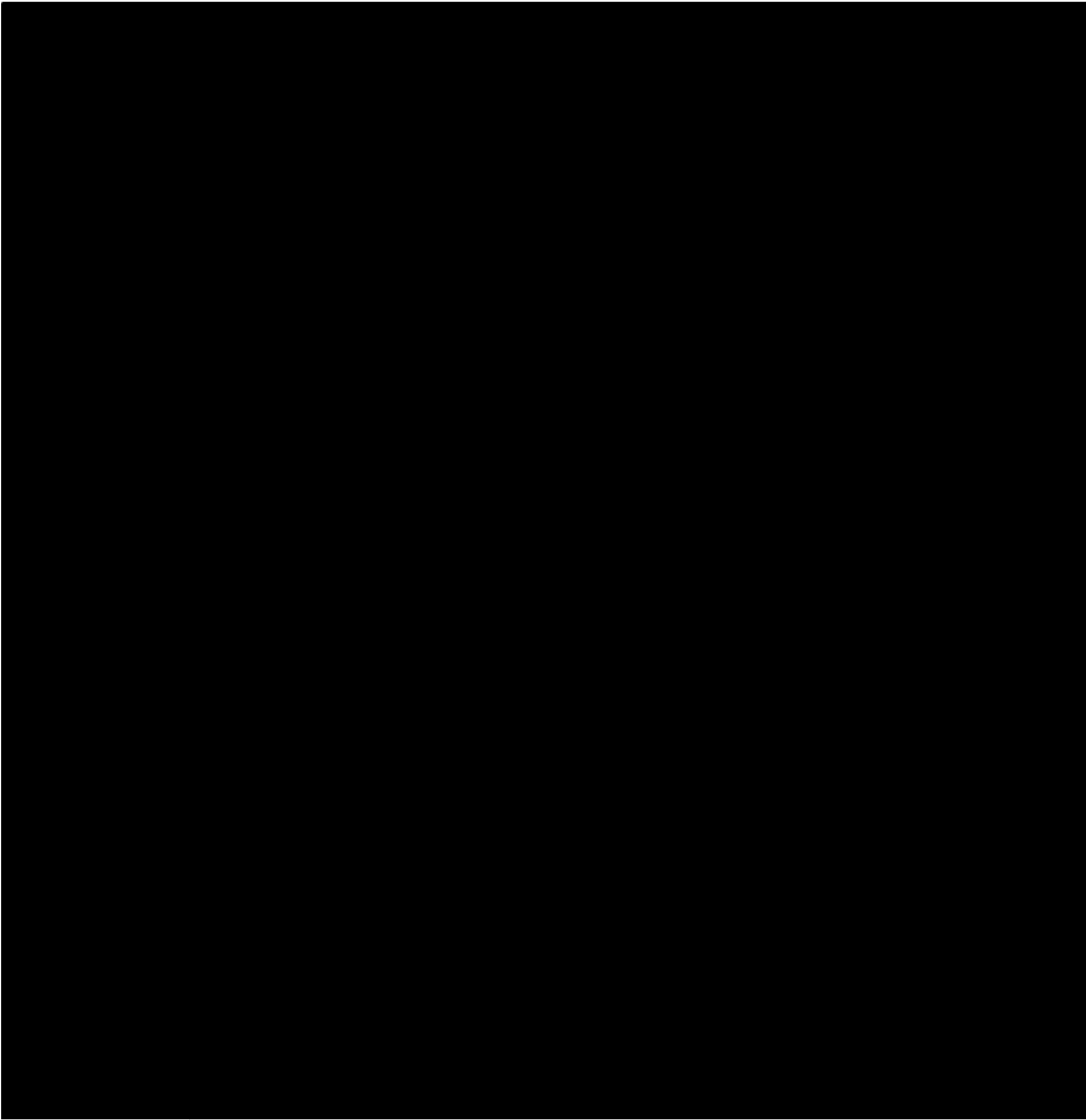
Classification: _____

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| **HARVIND K. SINGH**
| EXECUTIVE VICE PRESIDENT

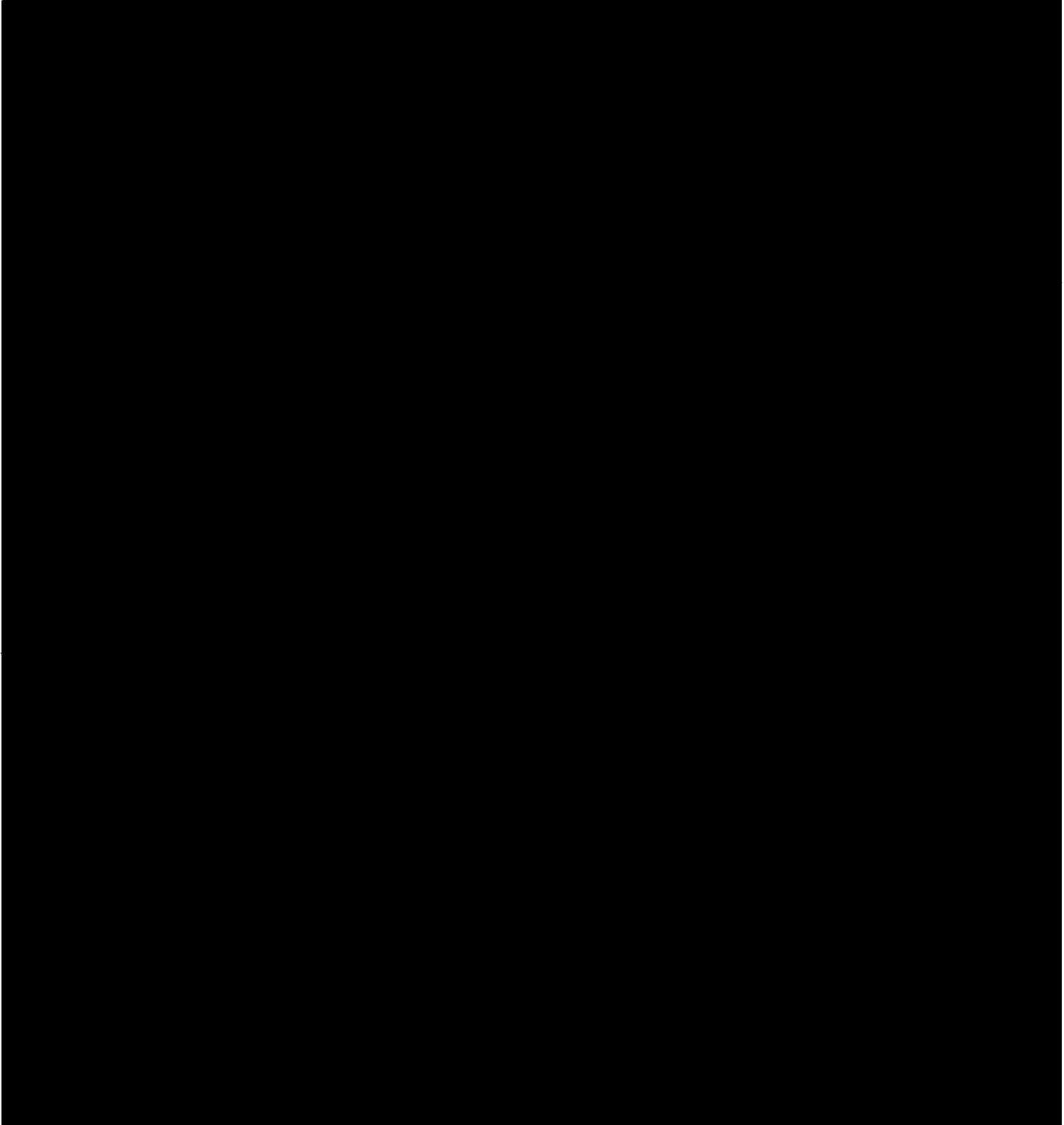


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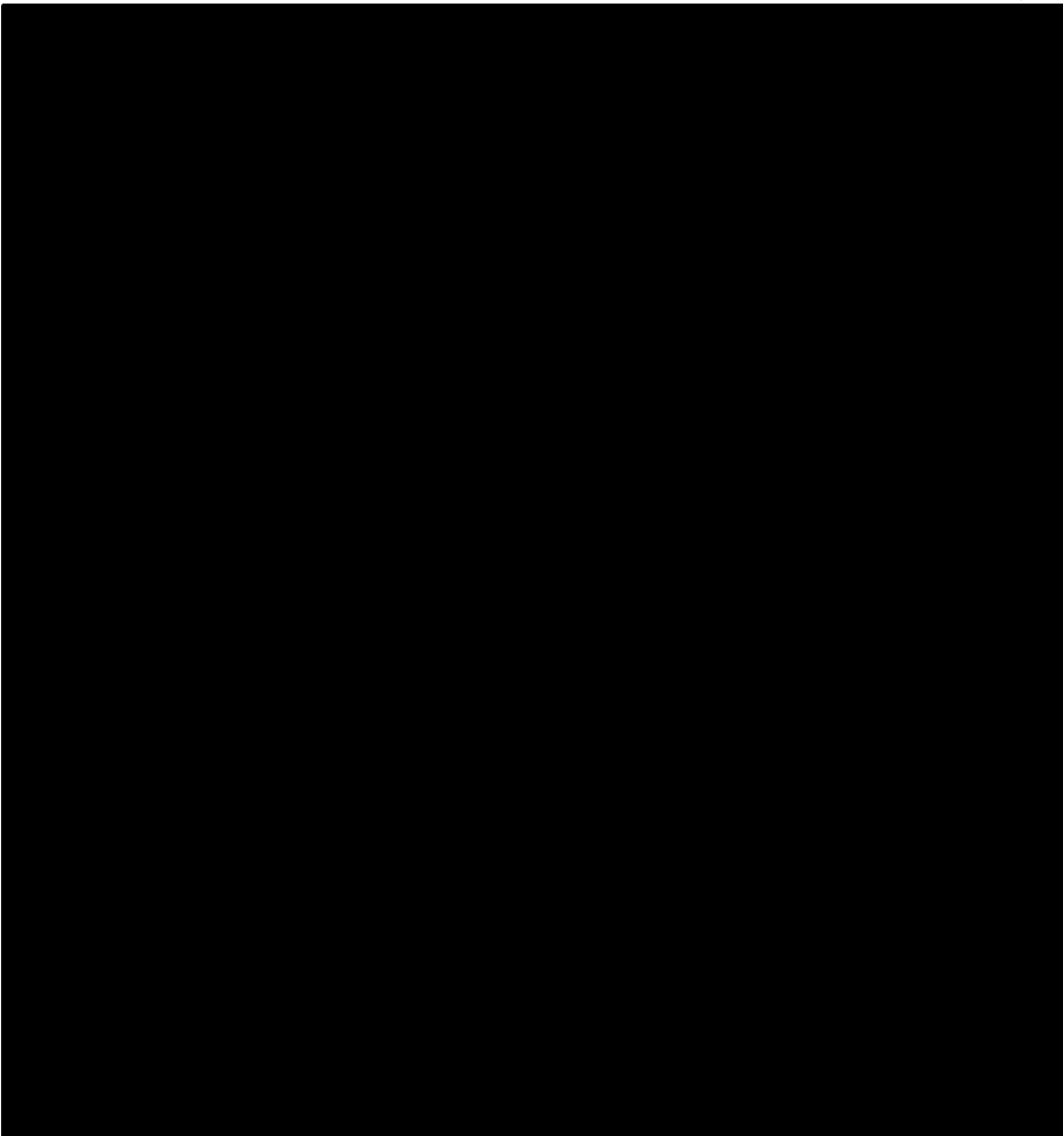
! RICHARD SMITH, PE
! PROJECT MANAGER



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RICHARD SMITH, PE

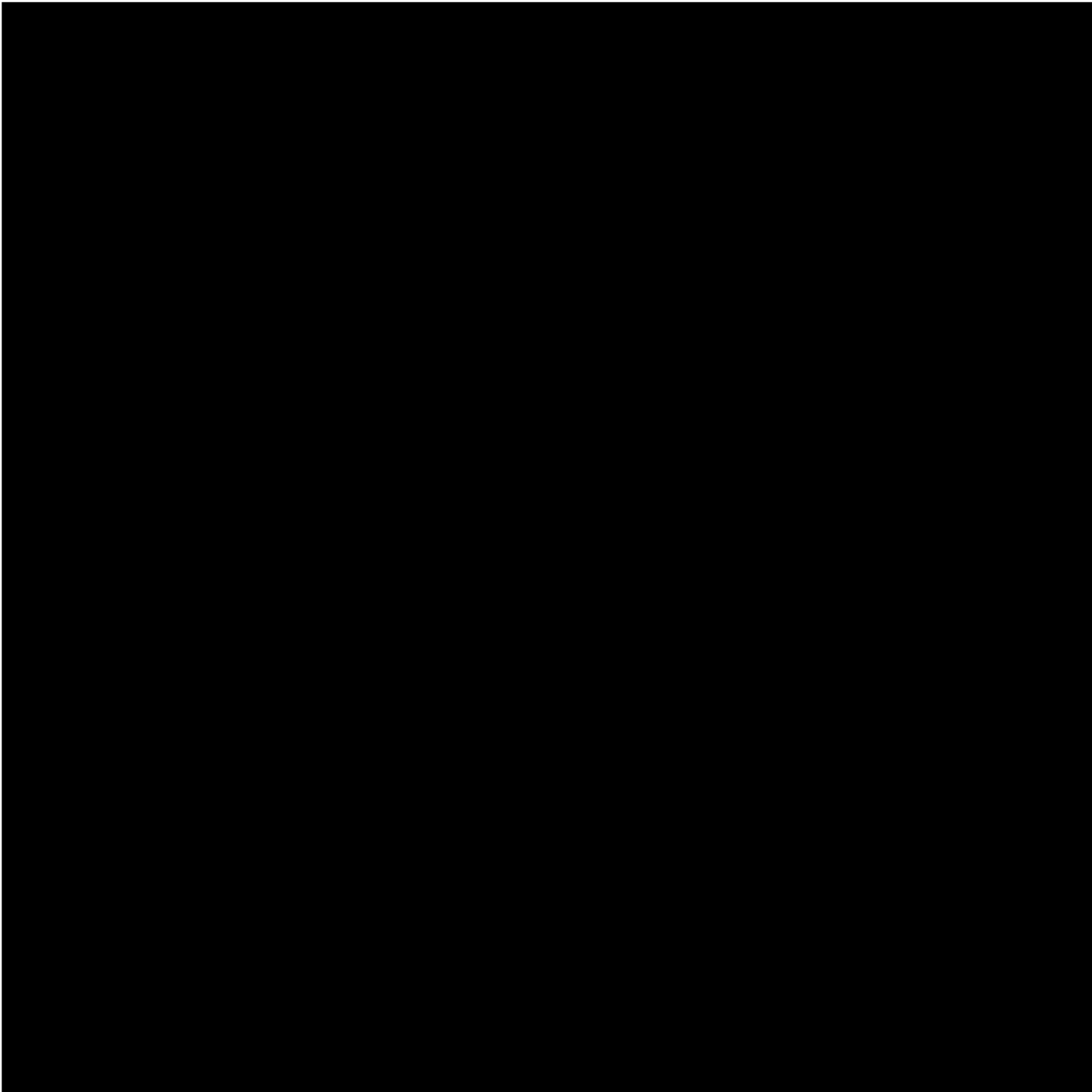
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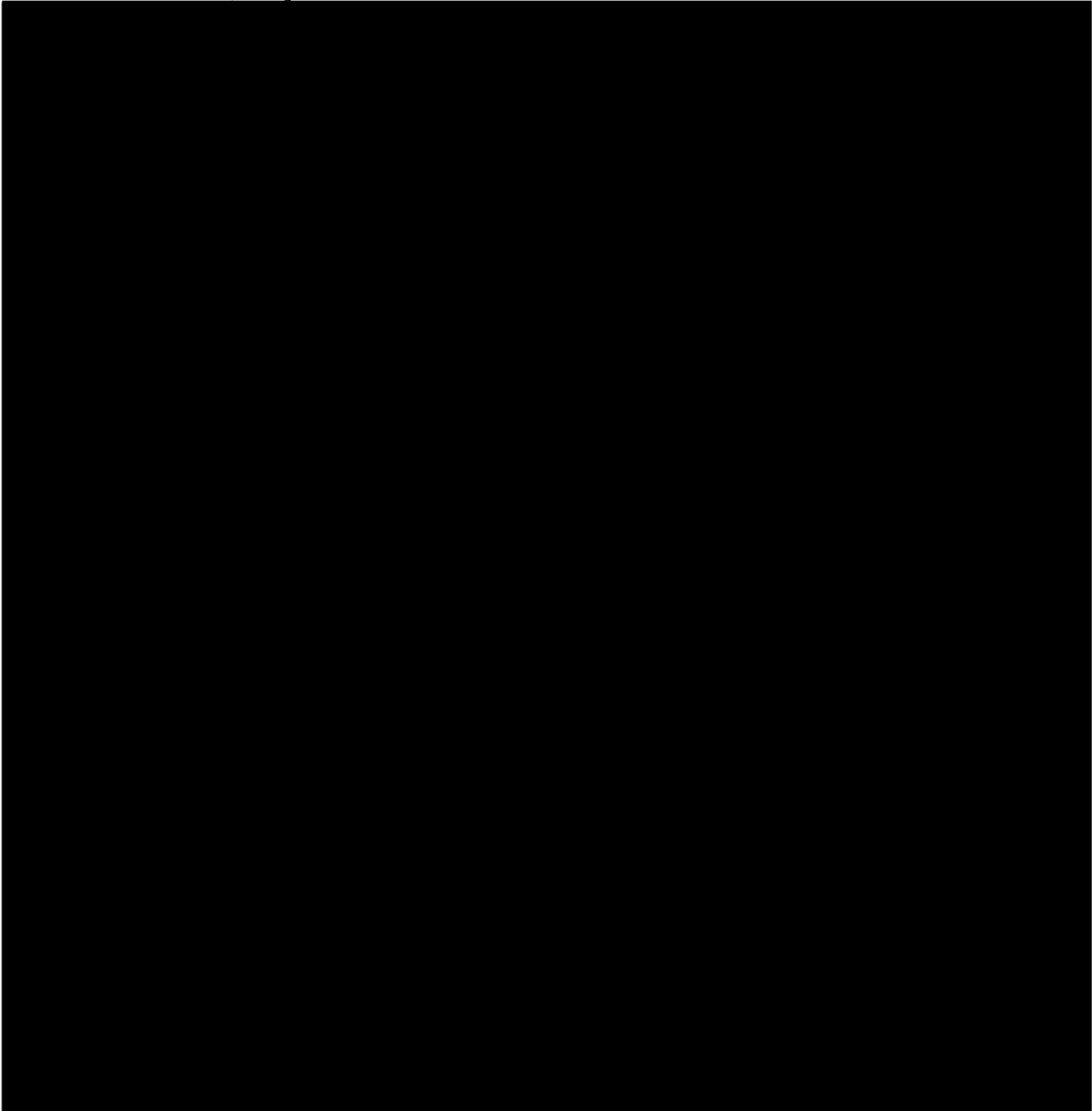
RICHARD SMITH, PE

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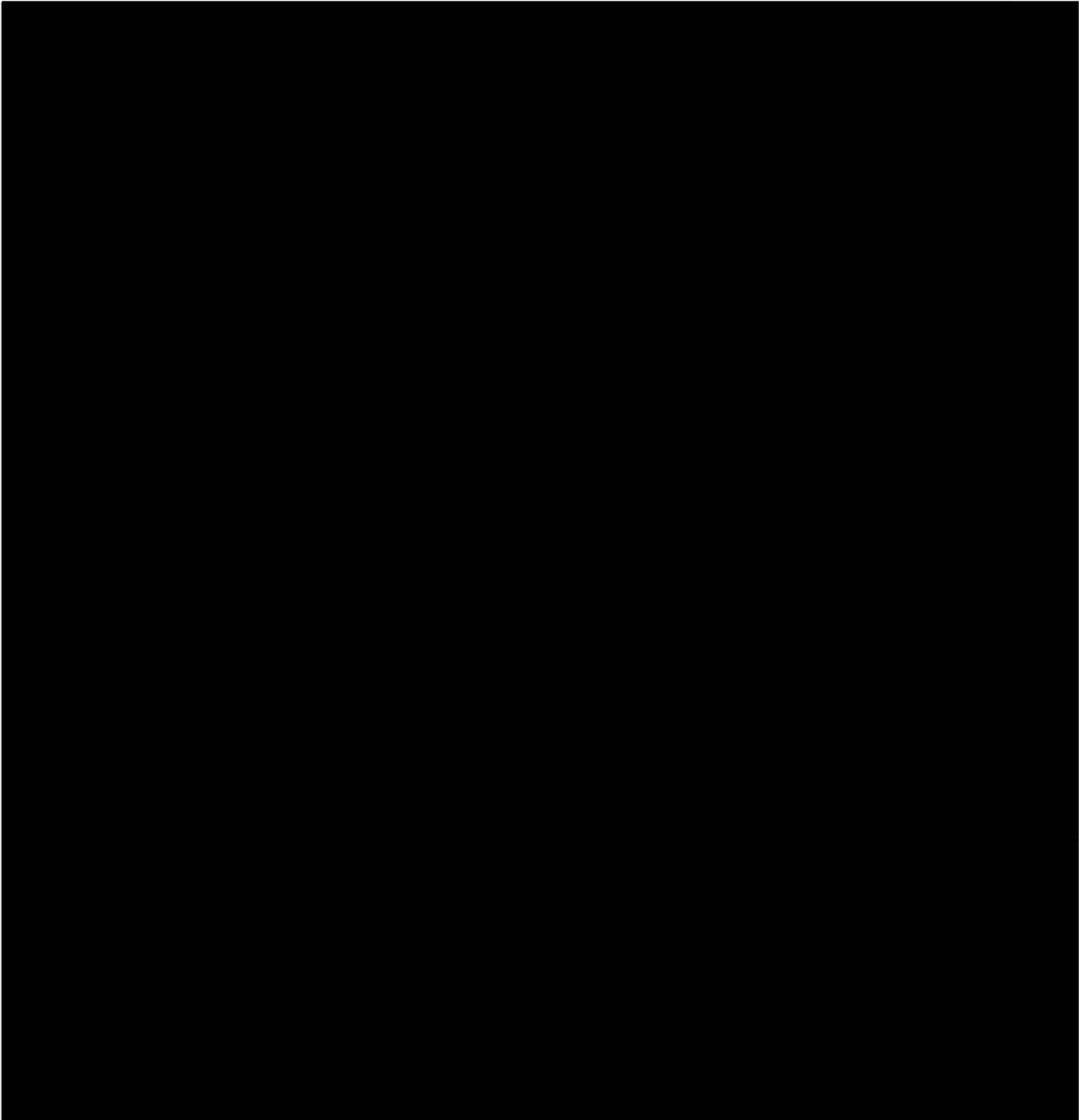
ALETHYA YU-JANICKI, PE, PTOE™, LEED® AP BD+C
PROJECT ENGINEER



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ALETHYA YU-JANICKI, PE, LEED AP BD+C

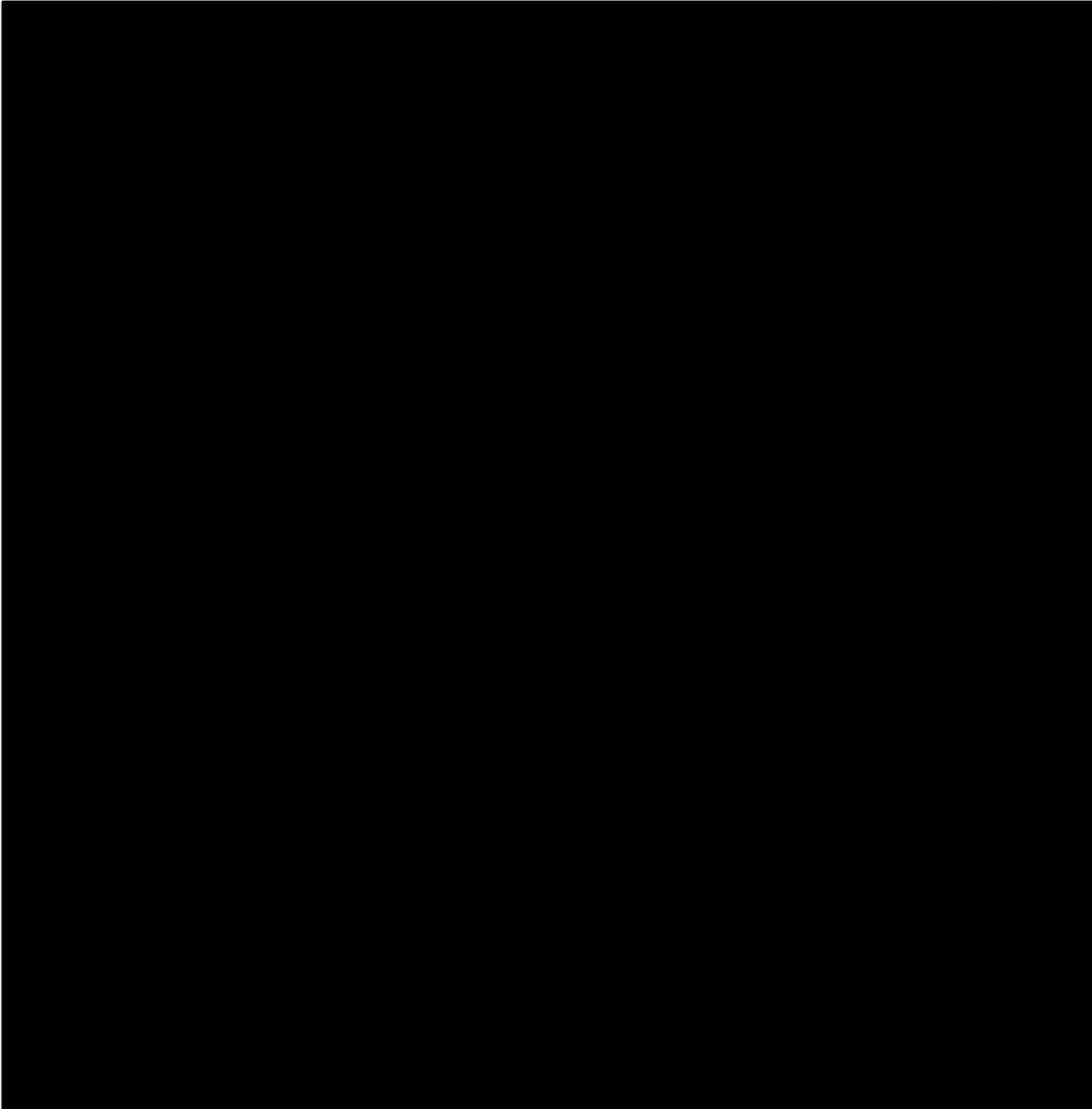
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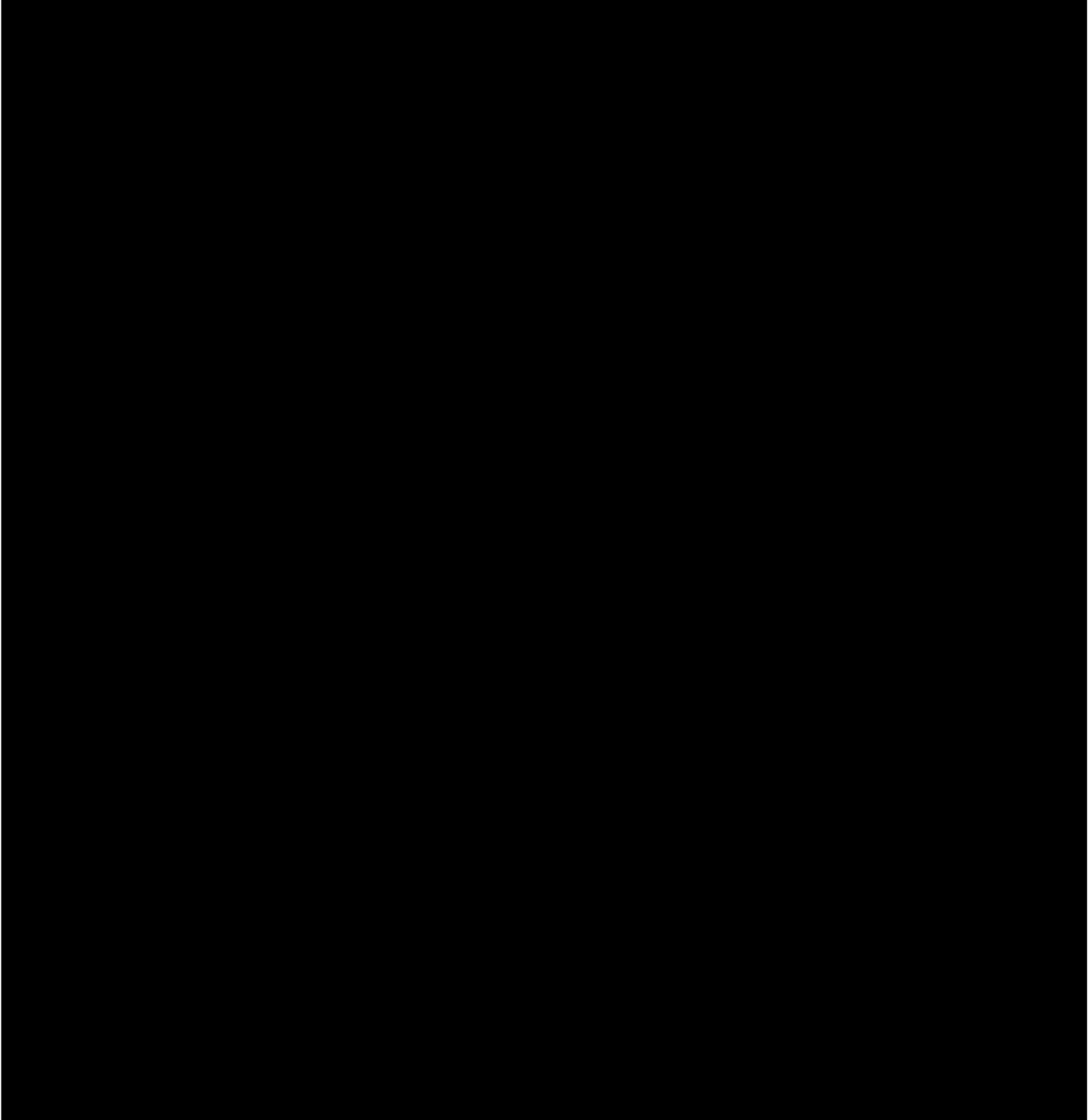
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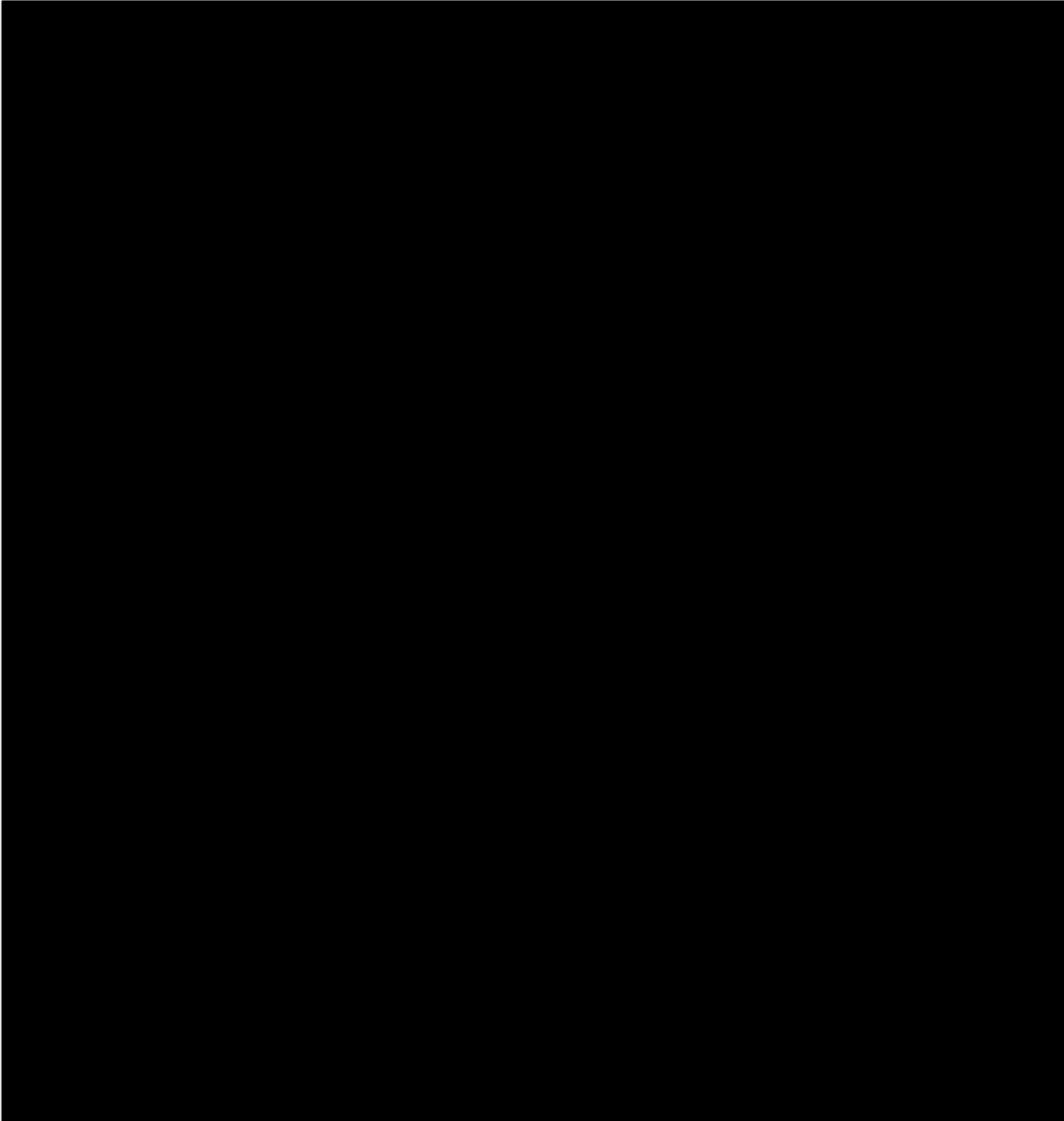
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ALETHYA YU-JANICKI, PE, LEED AP BD+C

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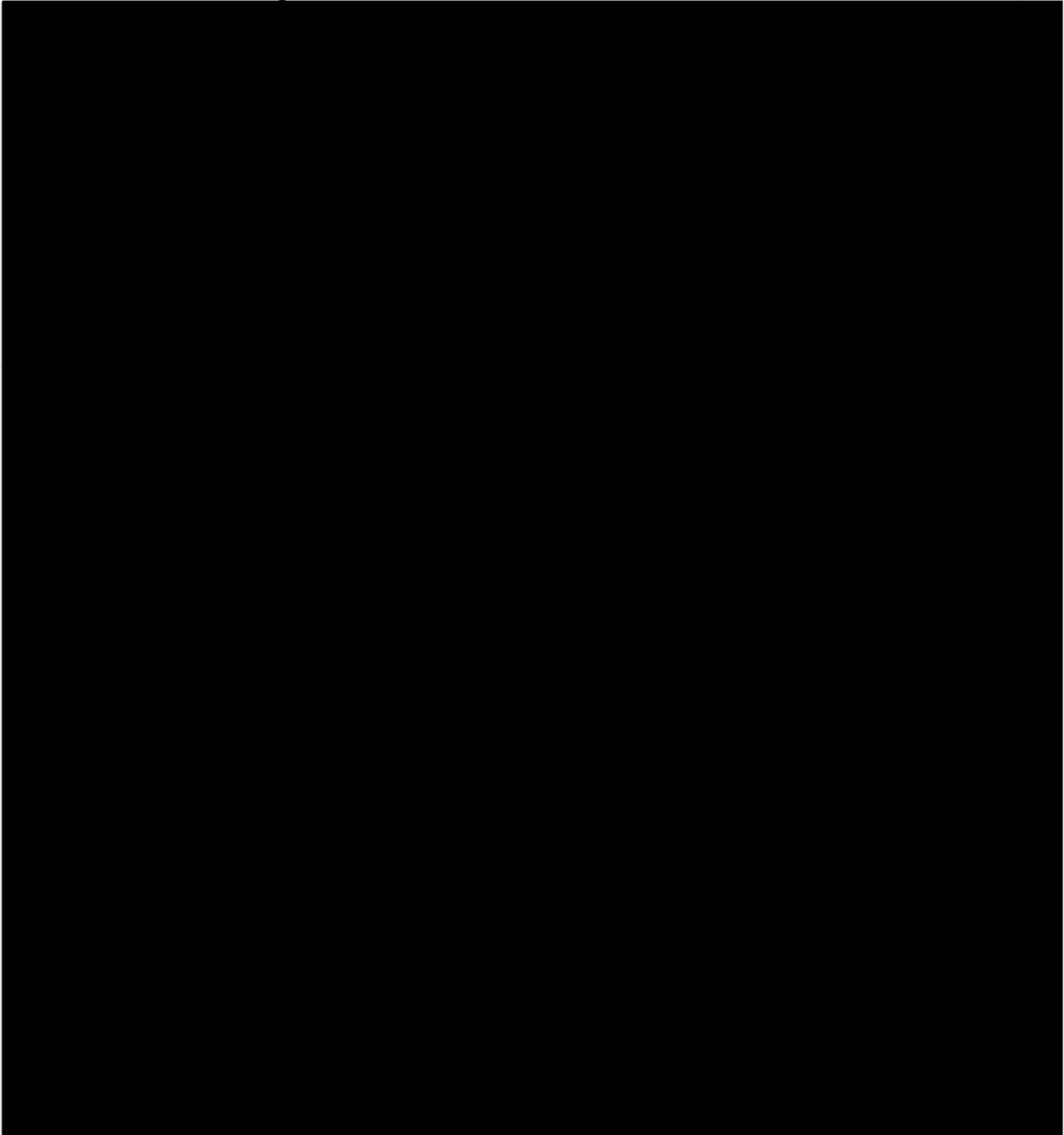
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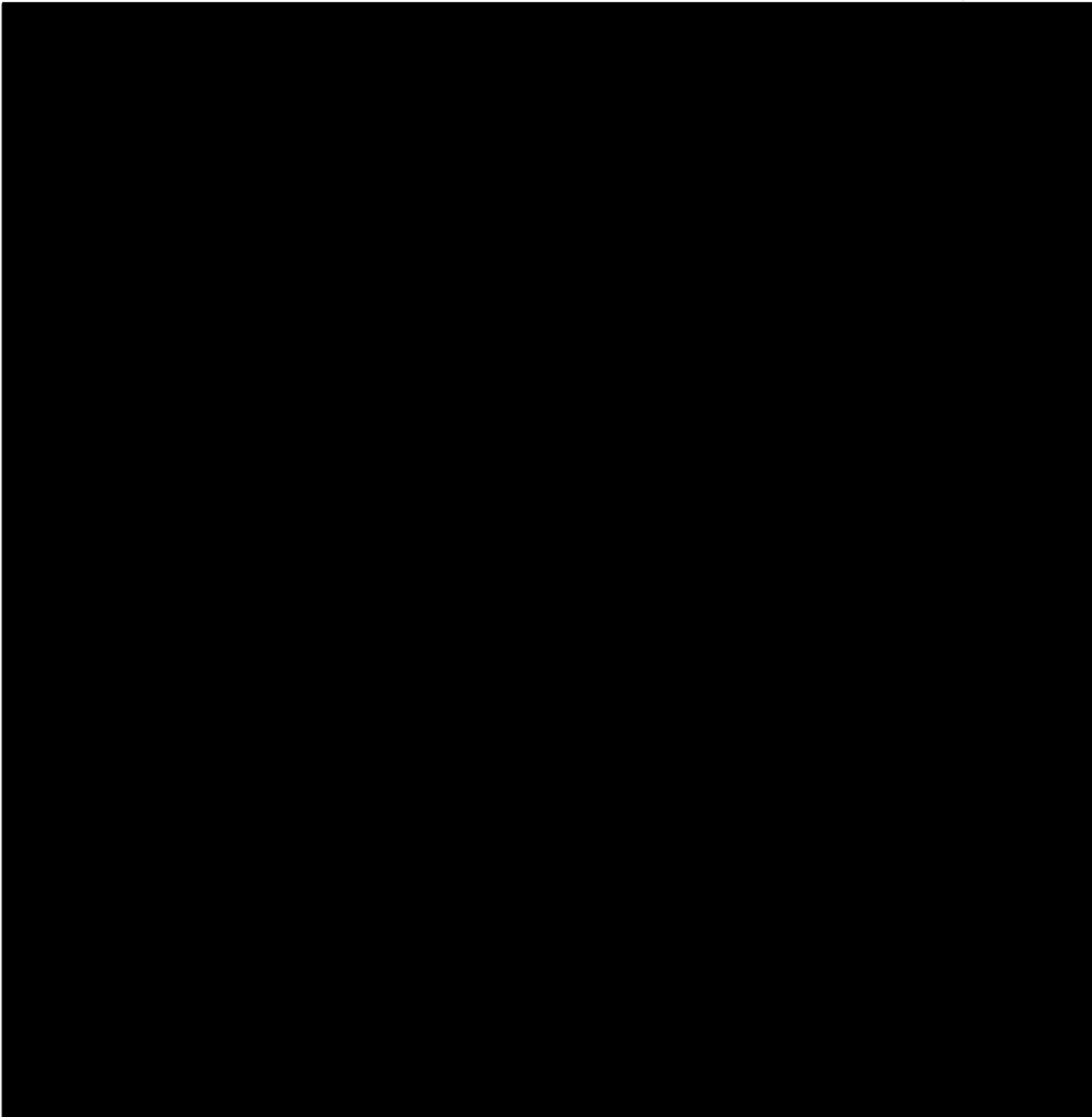
| VYTAS PELEGRIMAS, PE
| PROJECT CIVIL ENGINEER



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VYTAS PELEGRIMAS, PE

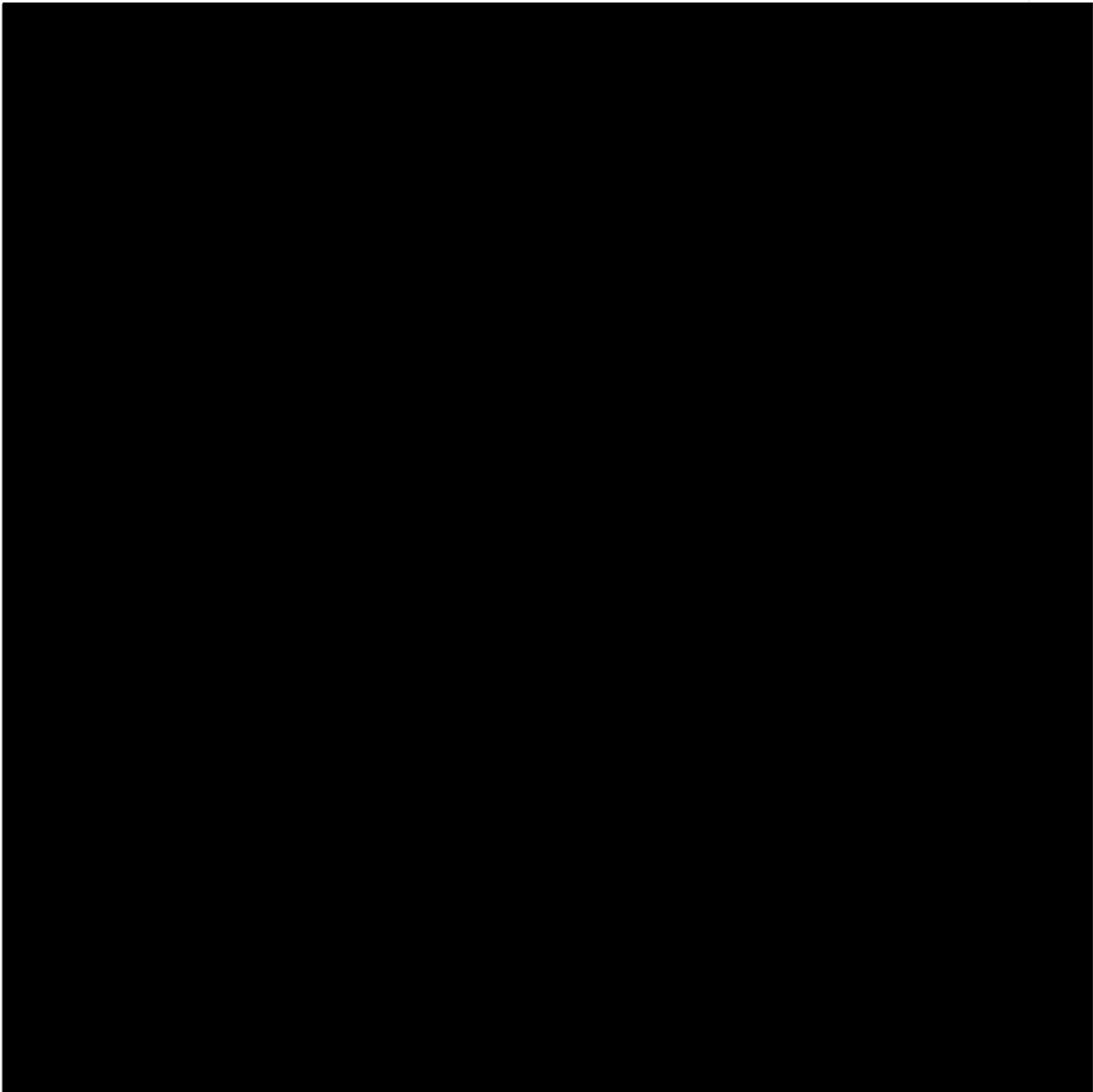
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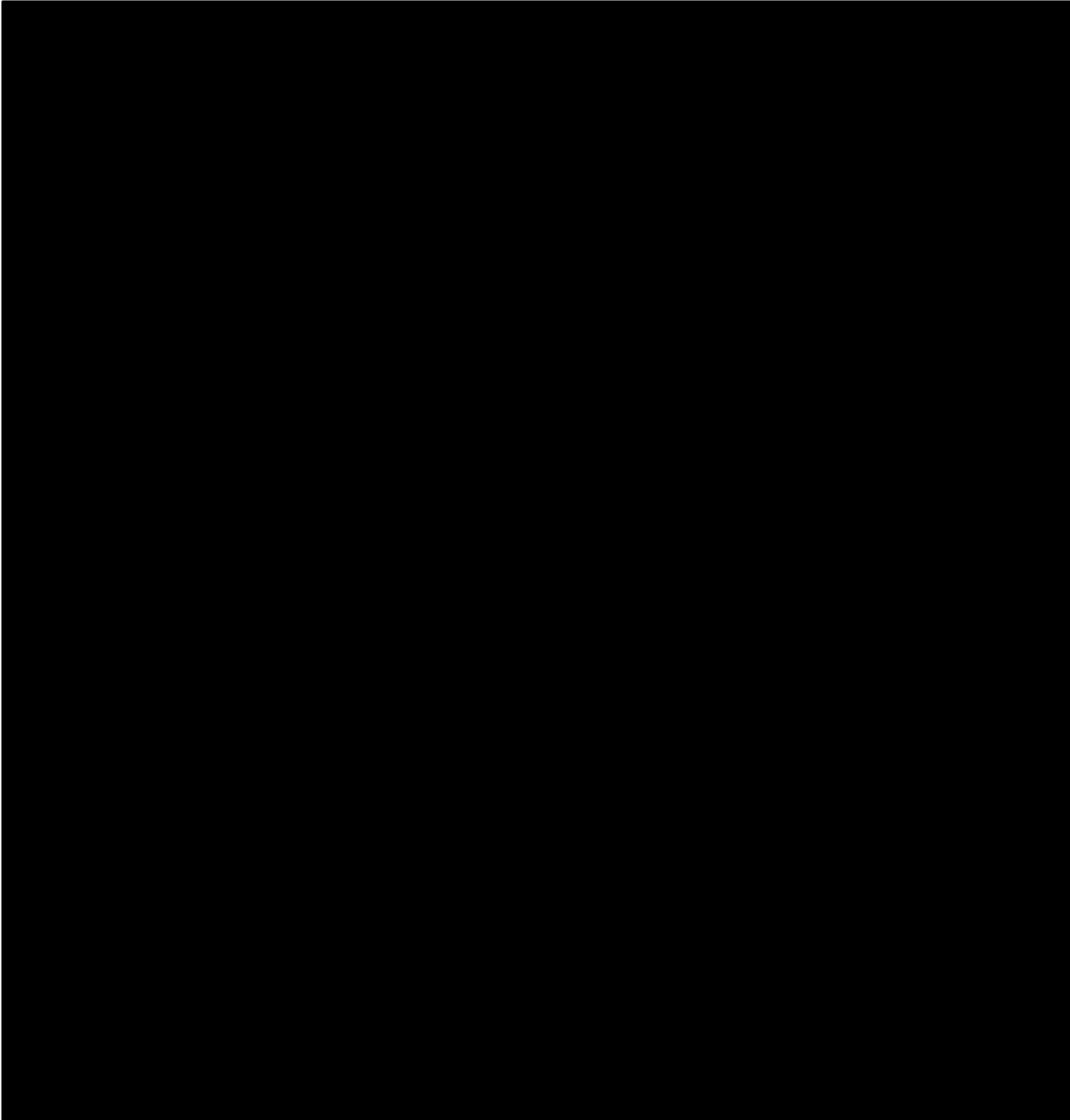
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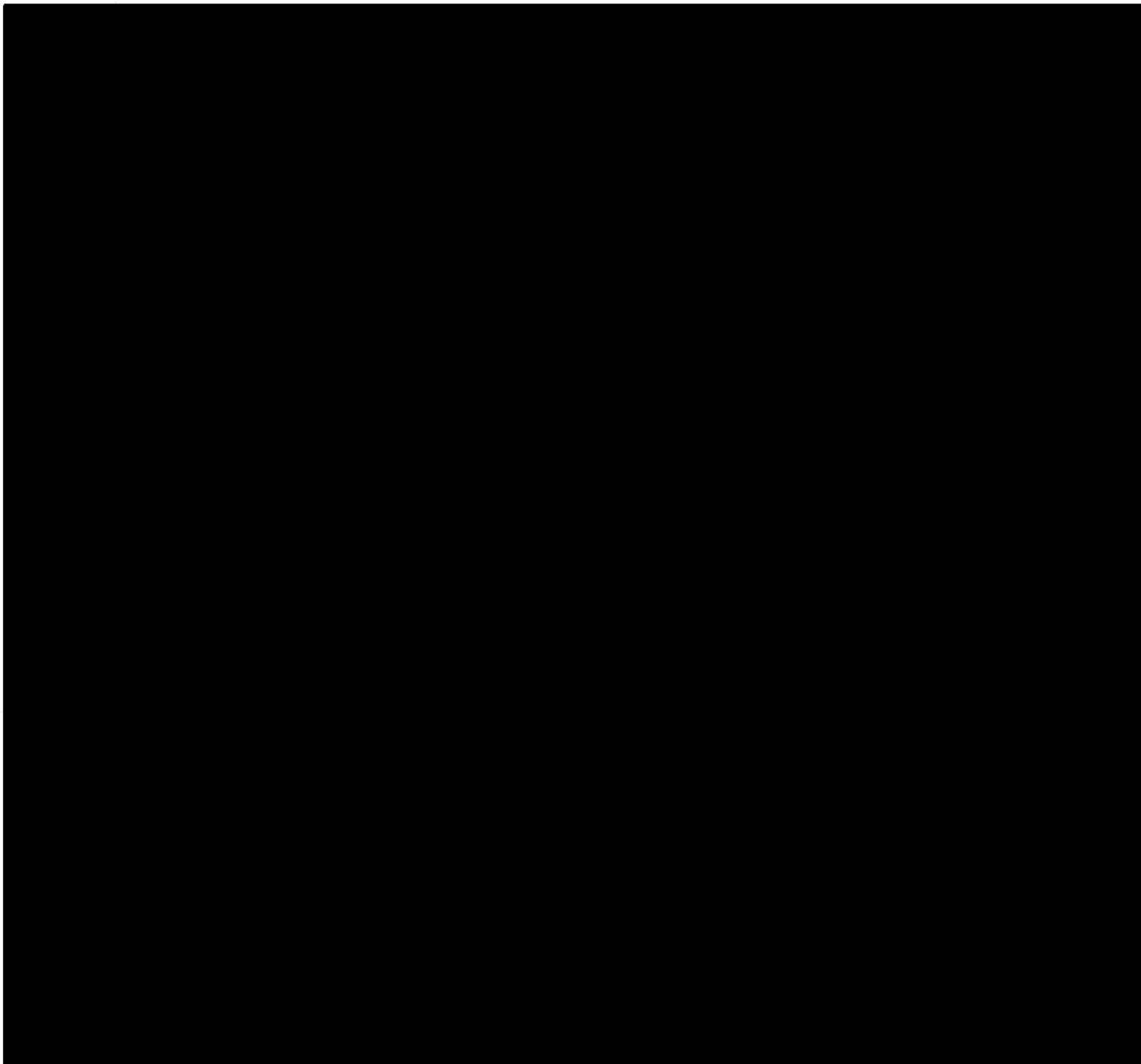
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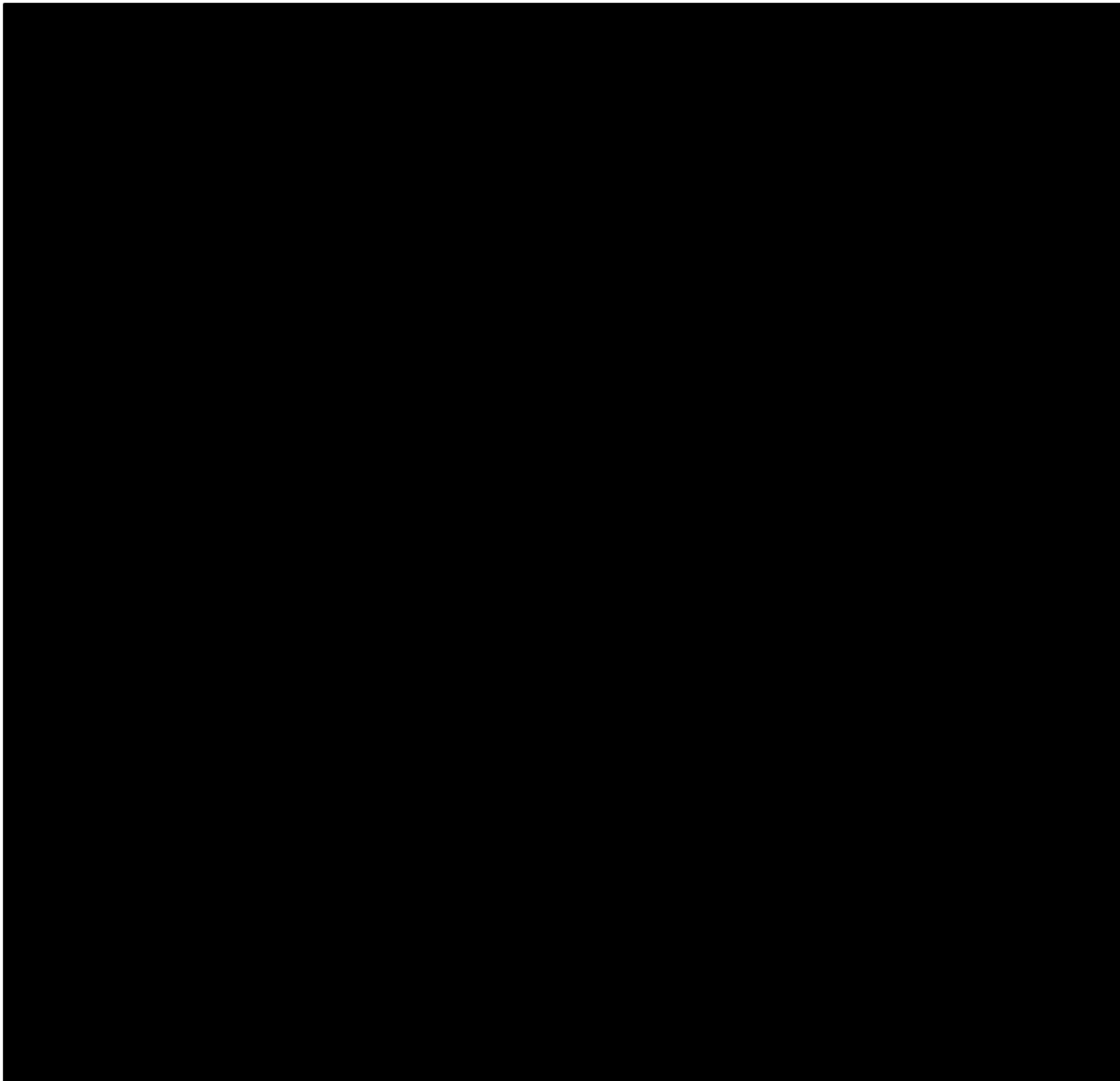
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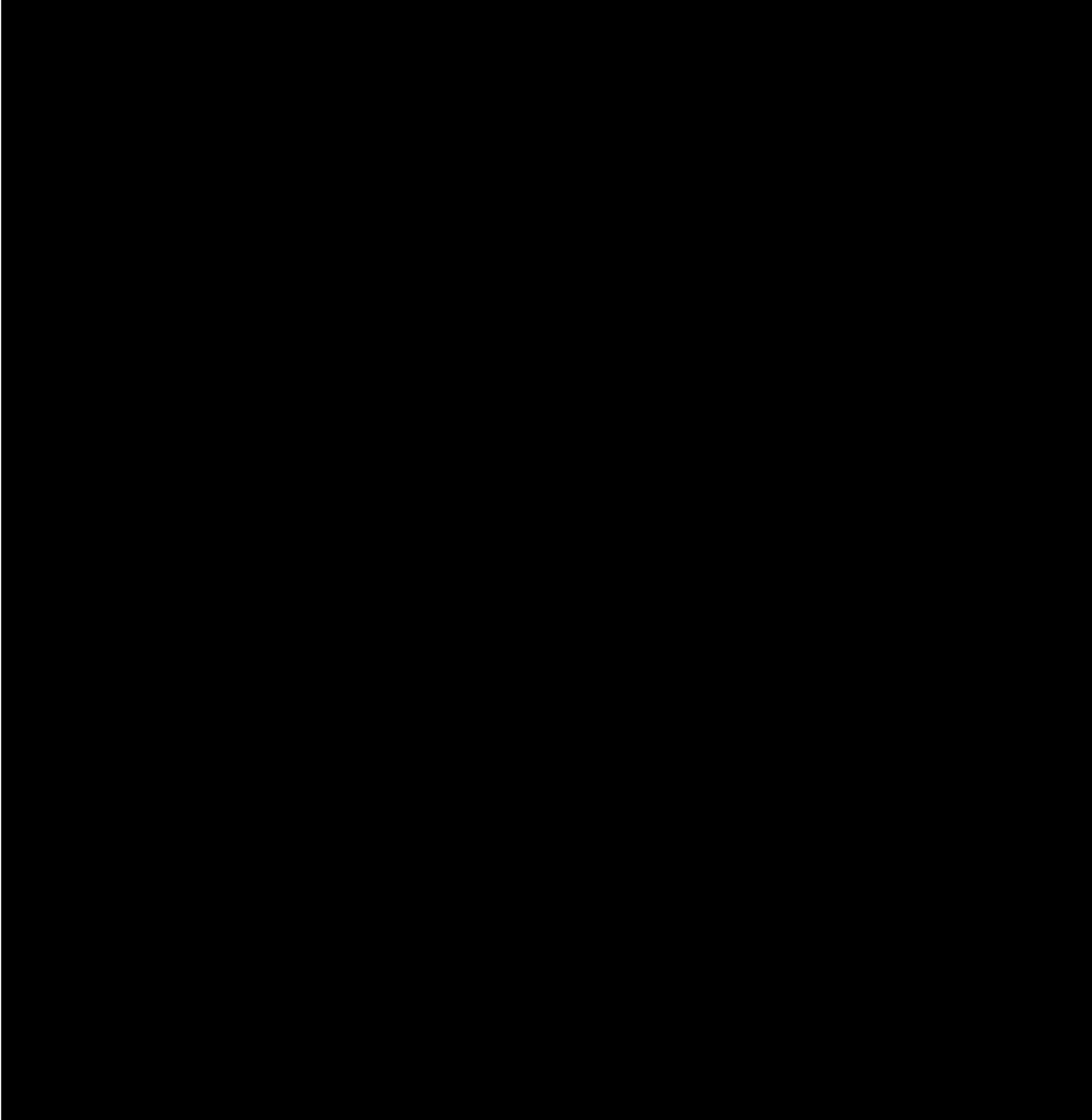
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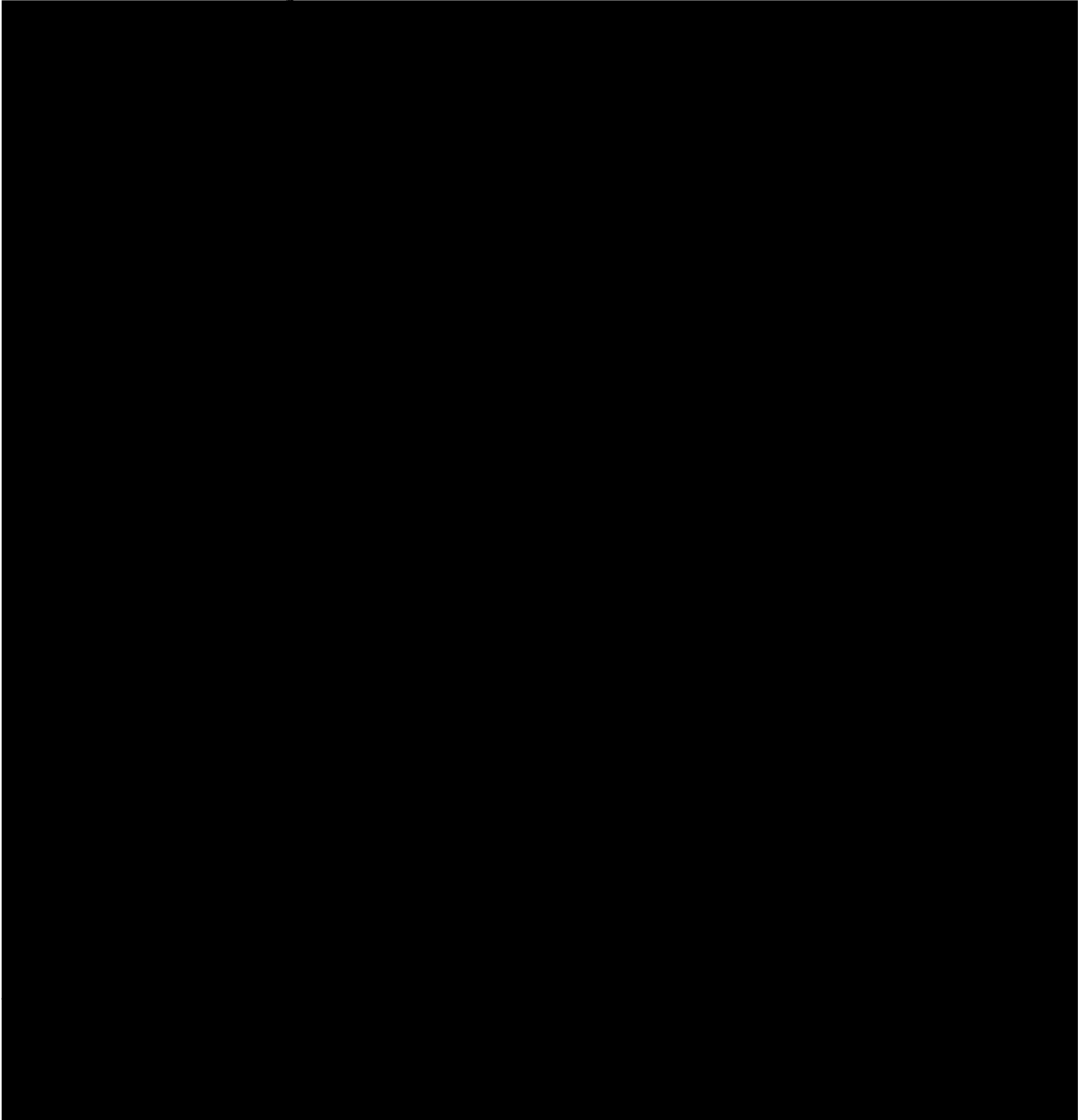
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■ **RASHESH PATEL, PE**

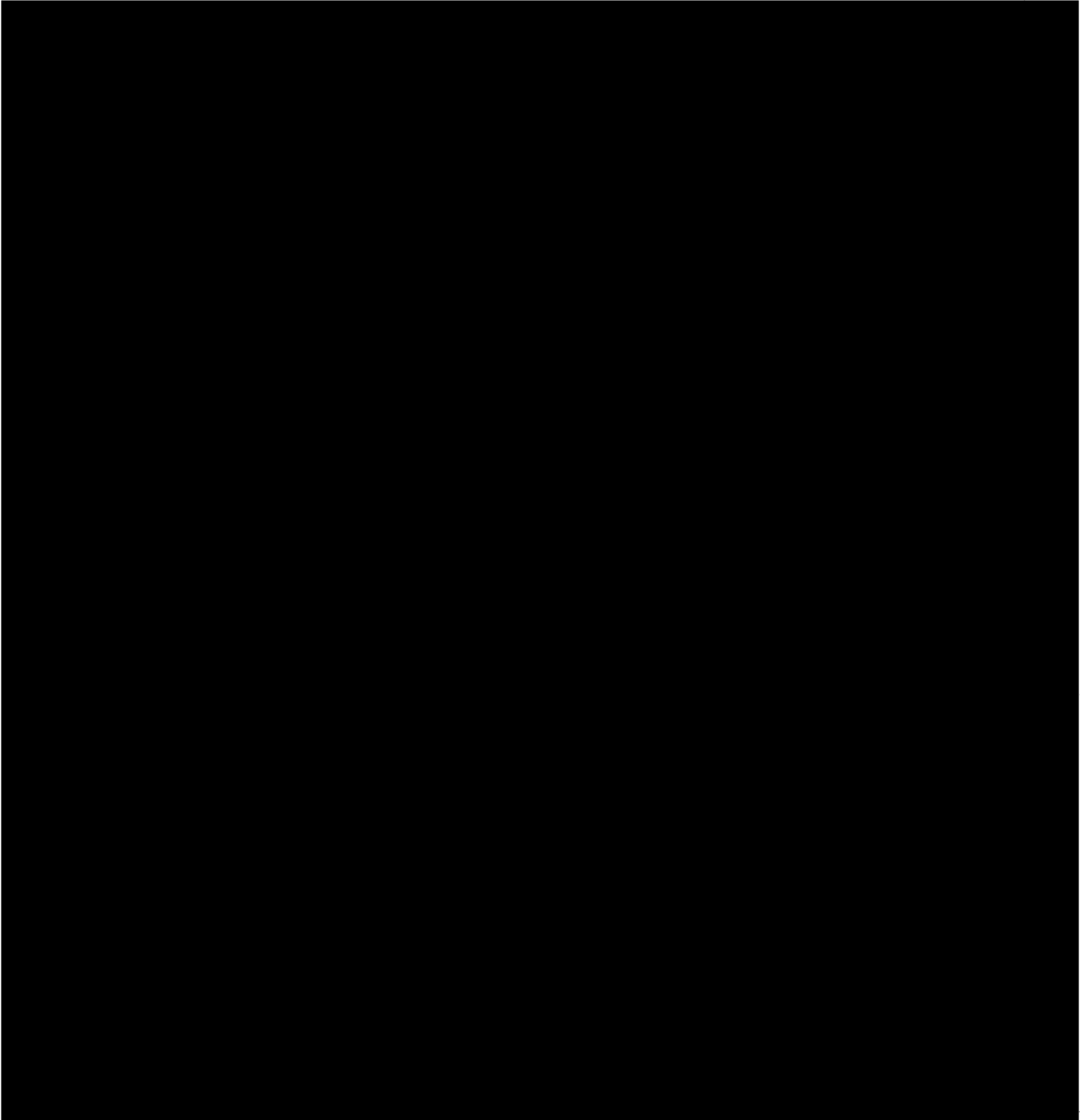
■ **ENGINEER III (LEAD ELECTRICAL + LIGHTING ENGINEER)**



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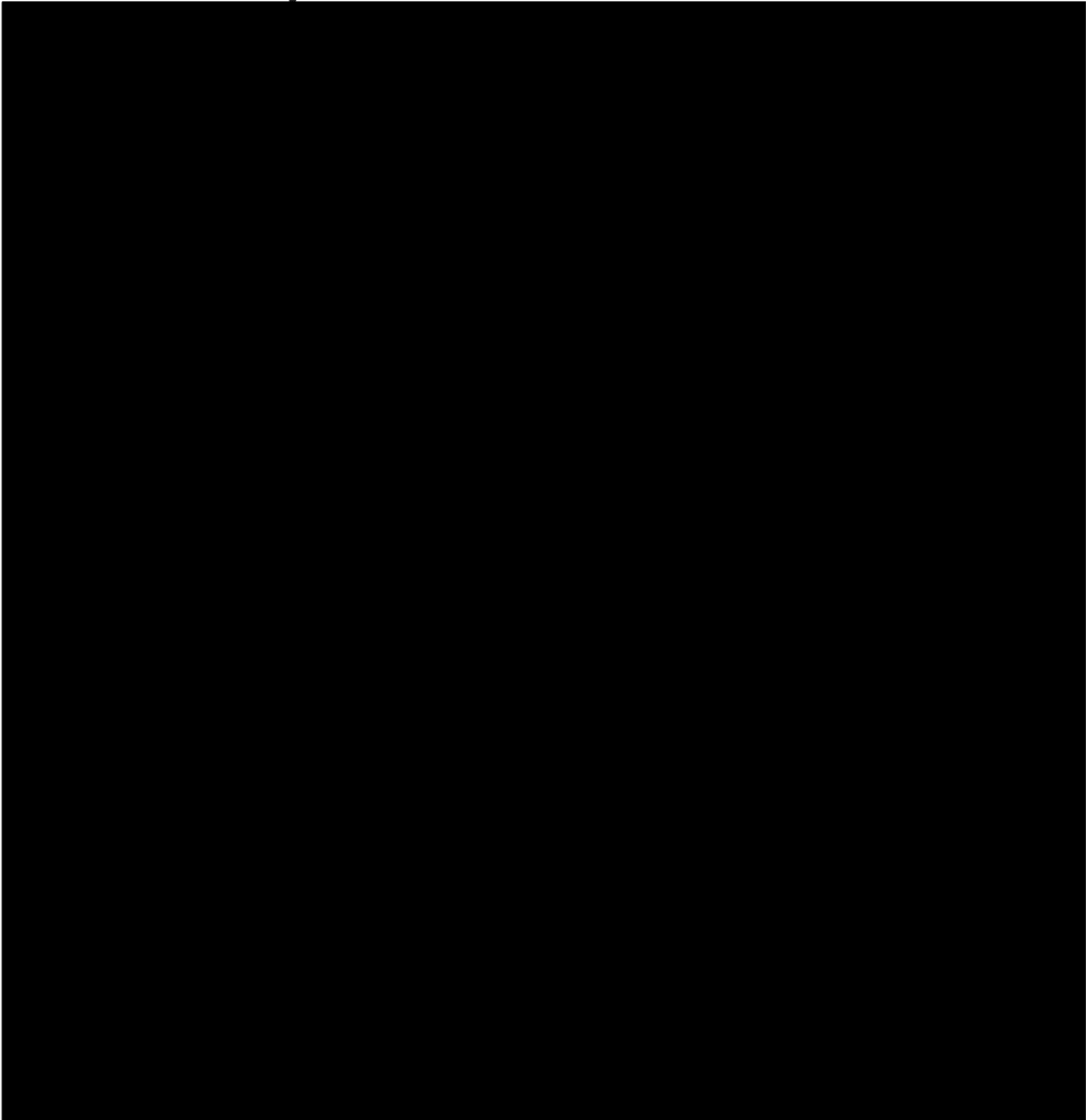
RASHESH PATEL, PE

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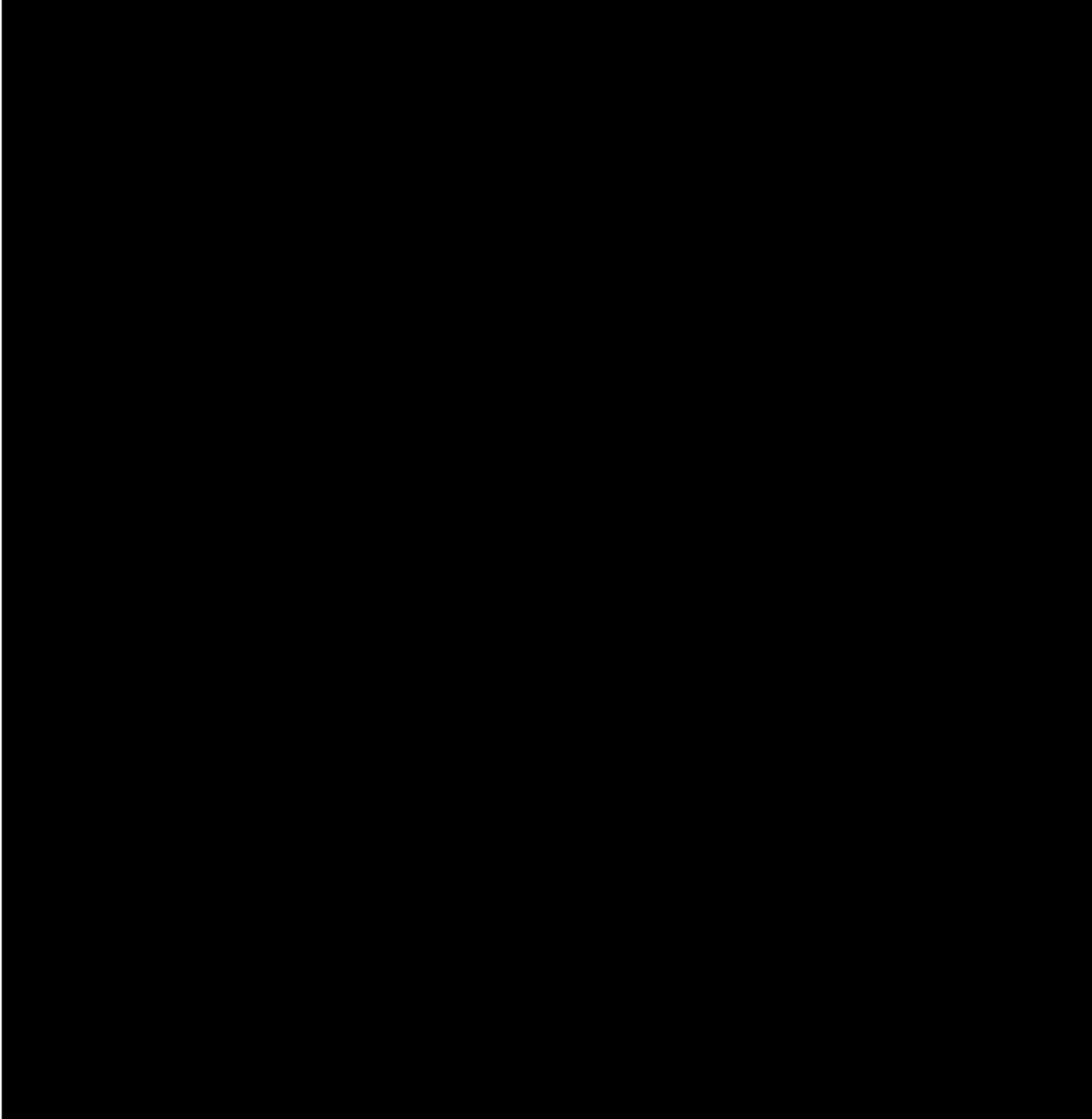
| **ANGELA GIOVANNONE, PE, LEED AP BD+C**
| ENGINEER III (LEAD MECHANICAL ENGINEER)



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ANGELA GIOVANNONE, PE LEED AP BD+C

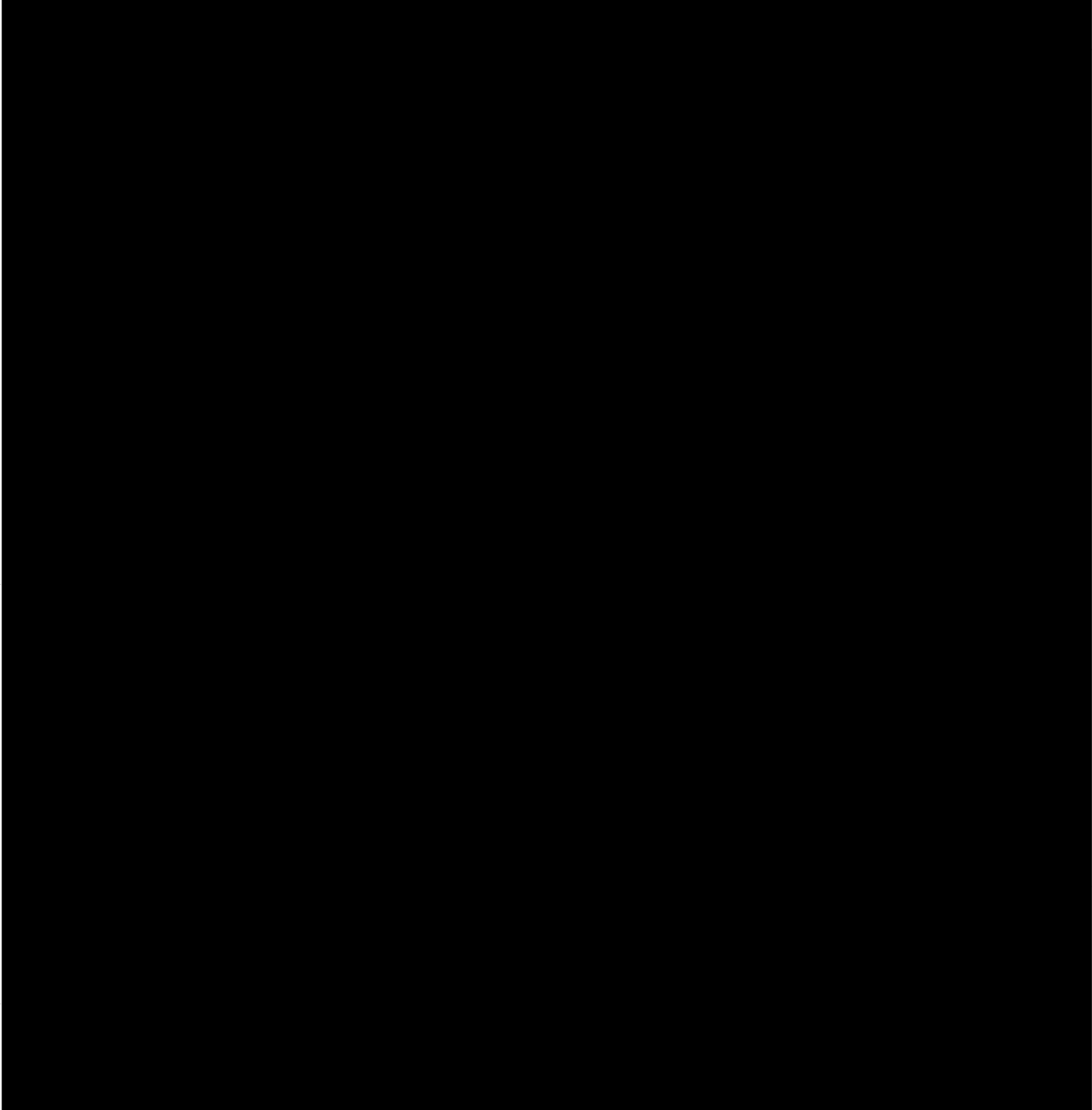
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ANGELA GIOVANNONE, PE LEED AP BD+C

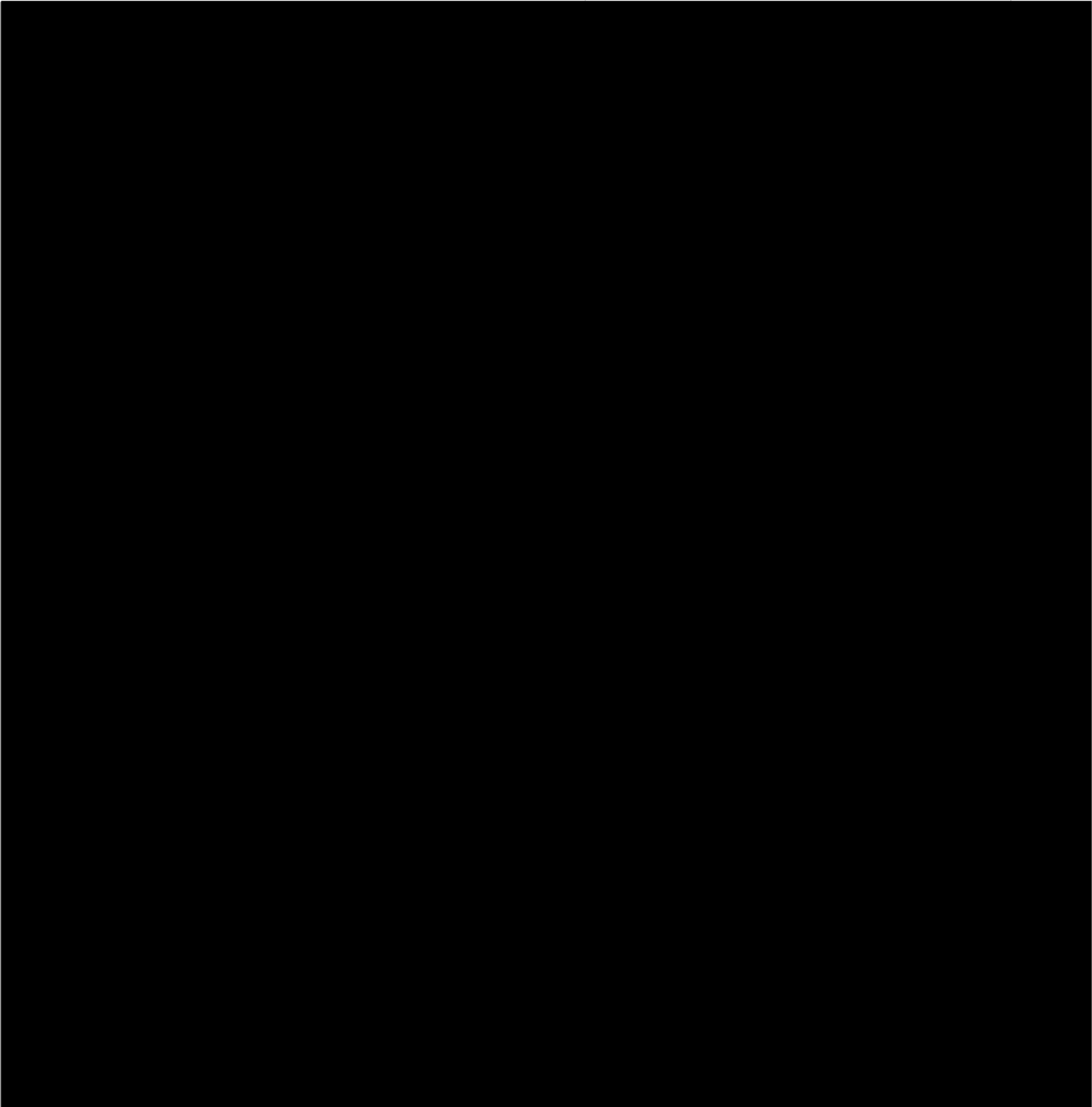
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ANGELA GIOVANNONE, PE LEED AP BD+C

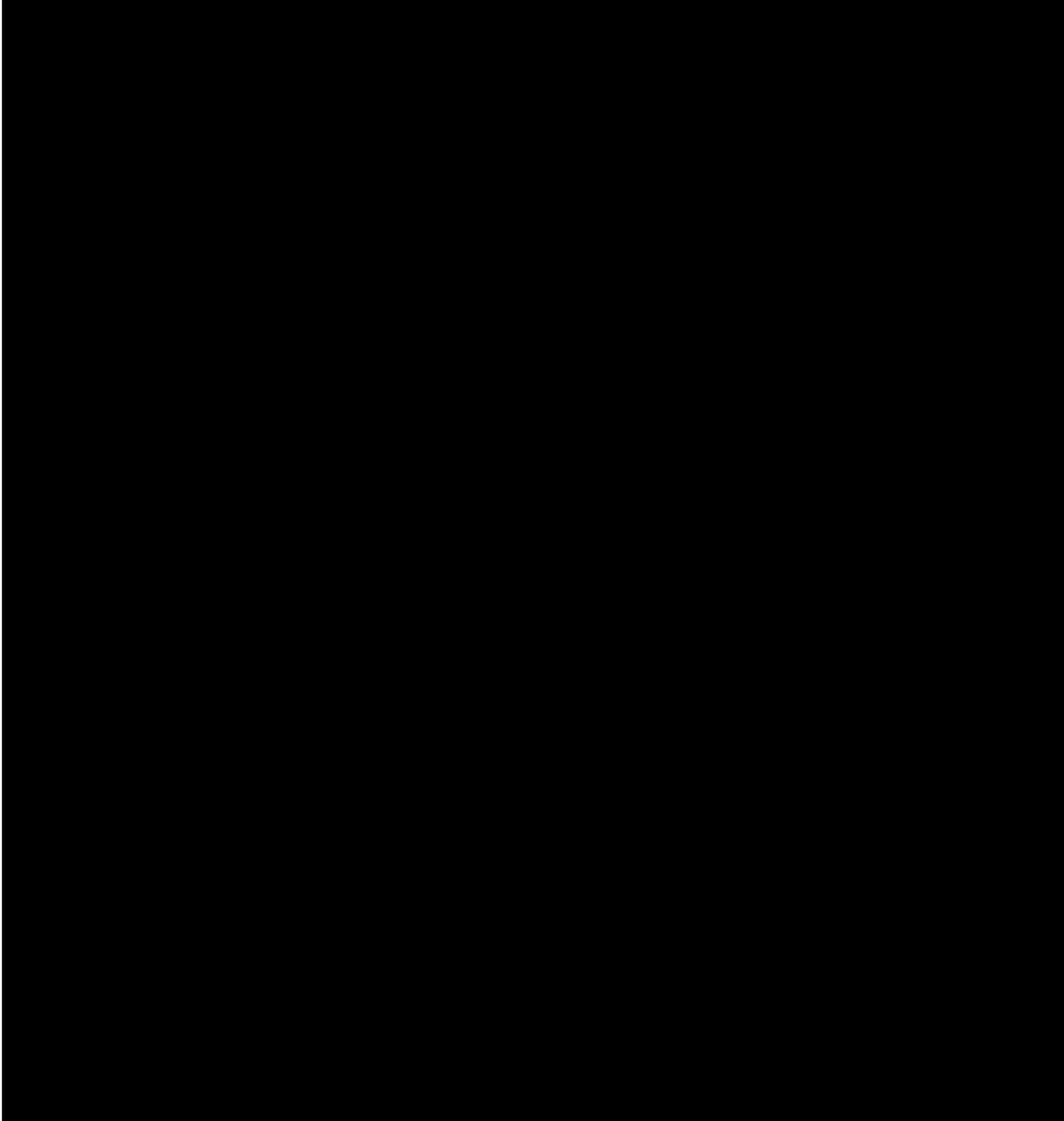
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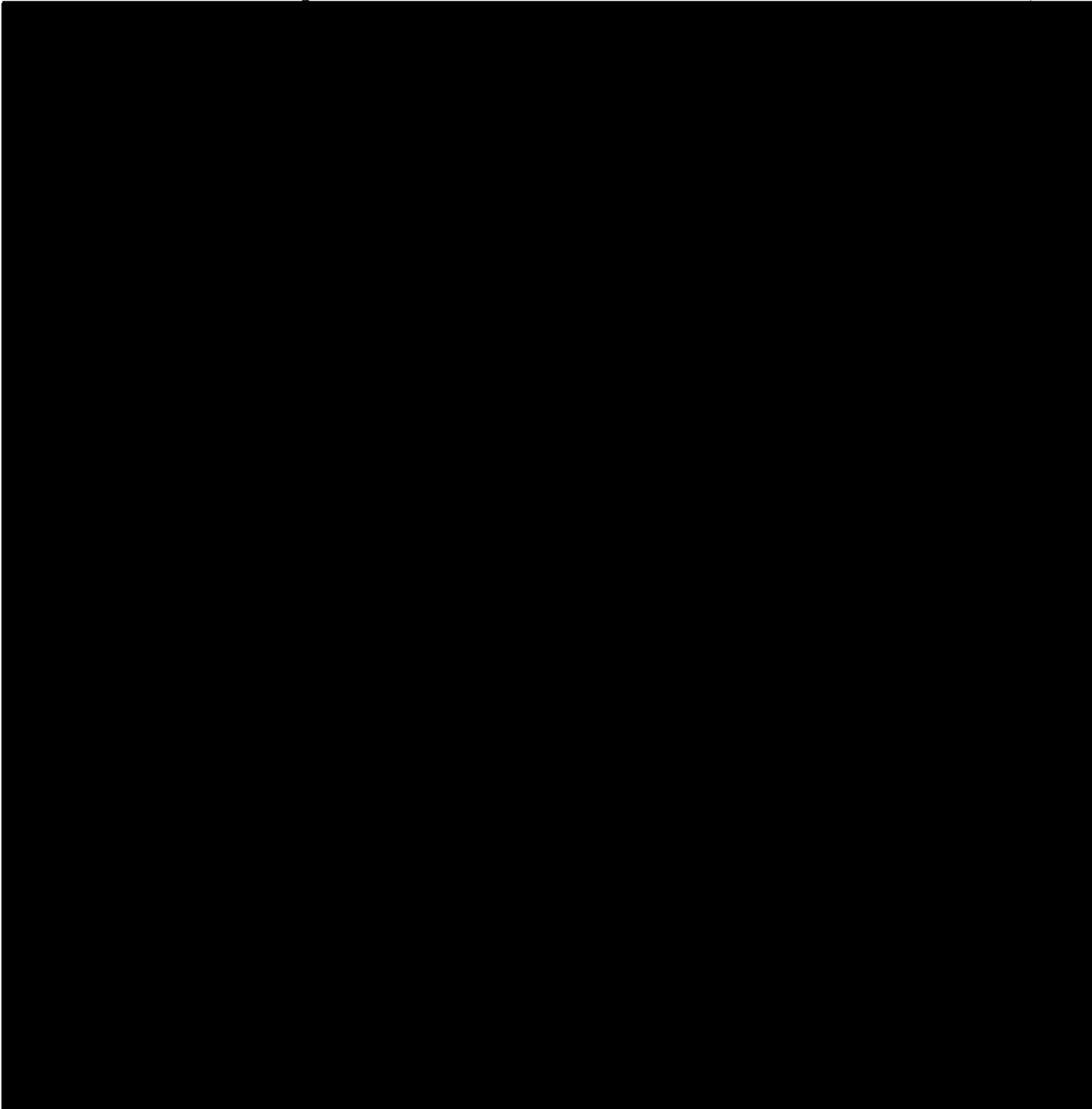
ANGELA GIOVANNONE, PE LEED AP BD+C

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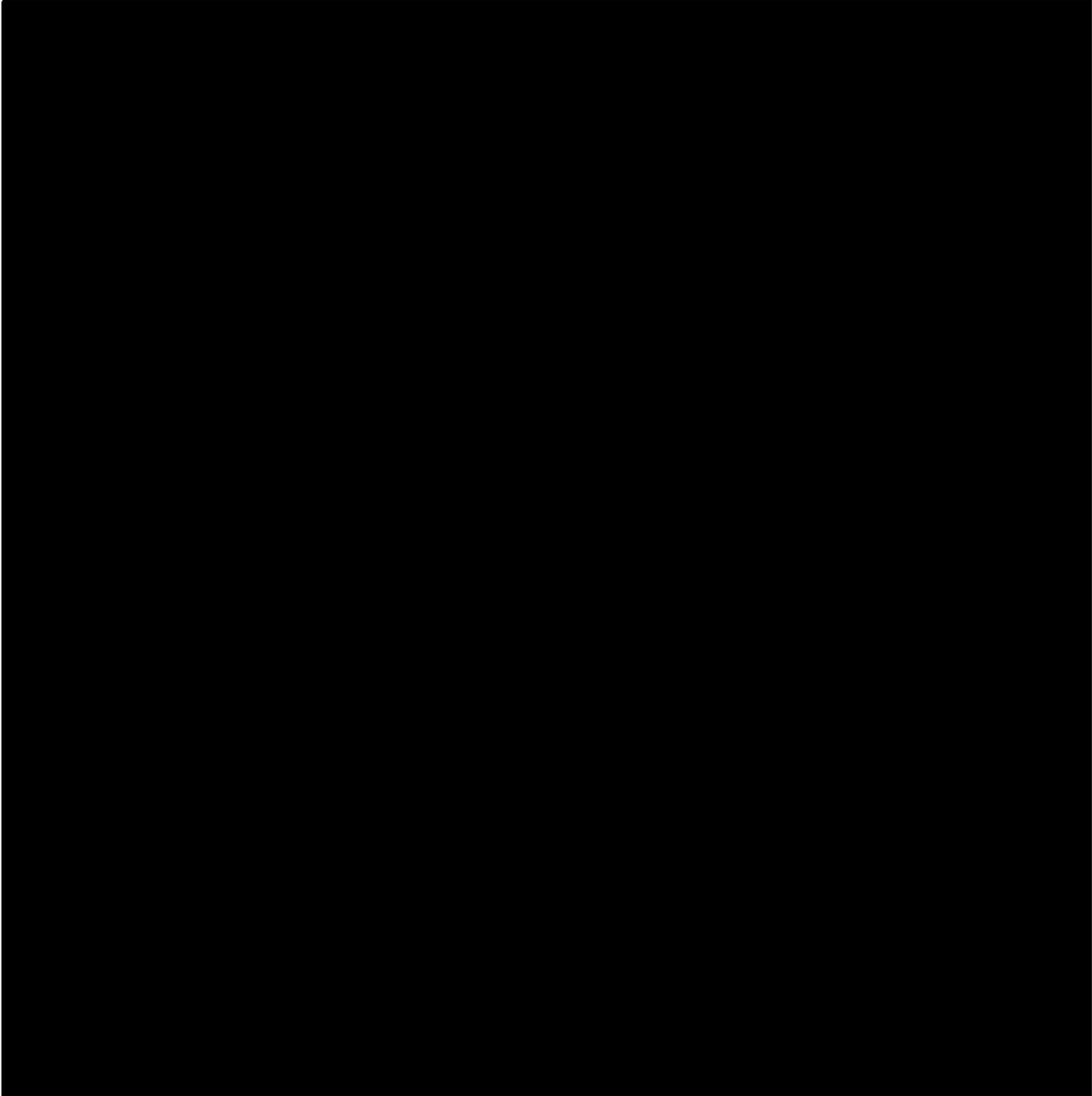
■ KATHLEEN MEYERKORD, PE, PTOE
■ SENIOR TRANSPORTATION ENGINEER



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KATHLEEN MEYERKORD, PE, PTOE

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Exhibit F

Scope of Work
Design Upon Request, Systemwide
Contract No. RR-14-5703
(SINGH Proj. No. 15070)

Phase I (Truck Parking Lot Planning), Phase II (Parking Lot Design) and On Call Services

I. FEASIBILITY STUDY REPORT FOR TRUCK PARKING FACILITIES ON THE TOLLWAY SYSTEM

A. Intent of Feasibility Study

1. Truck Parking Goals, Objectives, Expected Uses + Background Analysis
 - a. Familiarity with system / region
 - i. Experience how existing oases are operating
 - ii. Commercial Vehicle Strategic Plan (provided)
 - iii. Truck driver amenities offered by off system destinations (e.g., private truck stops)
 - b. Interviews/coordination with Tollway Departments (at least 2 separate meetings for each department)
 - i. Maintenance
 - ii. Tollway Business Service
 - iii. State Police
 - iv. Tollway General Consultant
 - v. Tollway Traffic Consultant
 - c. Familiarity/Coordination with Trucking Industry (at least 2 meetings with the Trucking Industry)
 - i. Varieties of trucks and types of trips
 - ii. Document needs of different types of truckers
 - iii. Literature Review of truck parking (provided)
 - iv. Investigate and identify truck accommodation by other facilities
 - v. Research amenities and information resources that aid in the truck experience
 - vi. Interview/meeting with Trucking Industry Representative
2. Substantiate the Need
 - a. Safety
 - i. Federal regulations
 - ii. Ramp Parking
 - iii. Weather refuge

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- iv. Natural Disaster refuge
 - v. Vehicle Condition Checkout
 - vi. Driver health / fatigue
 - vii. Comply with Hours of Service Regulations
 - viii. Driver phone & computer use
 - ix. Accidents
 - 1. % of accidents involving trucks
 - 2. % of fatal accidents involving truckers compared to % of trucks on system
 - 3. % of accidents involving drivers in violation of hours of service regulations
 - b. Demand
 - i. Ramp parking historical violation instances
 - ii. Existing survey analysis
 - c. Revenue Generation
 - i. Truckers contribution to toll system
 - ii. % of traffic vs % of revenue
 - iii. Toll increases
 - d. Load transfers/ Off-loading Provisions
 - i. Cases
 - 1. Defective/disabled vehicle
 - 2. Overload reduction
 - 3. Load transfer
 - ii. Advantages and Disadvantages
 - iii. Space Requirements
 - iv. Safety considerations
 - v. Regulations and Enforcement
 - e. Credential checking and updates
 - f. Rendezvous with another party
3. Study Overview

B. Identify Locations of Truck Parking Facilities

(this includes All Toll Routes within existing ROW; Feasible Mainline Plazas & All Oases)

- 1. Parking Location Study
 - a. Lot Type
 - i. Along corridor/off shoulder
 - ii. Off mainline/within ROW
 - iii. Existing service plaza/Oasis
 - iv. Conventional toll plazas (future - post AET conversion)

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- b. Truck traffic volume corridor mapping
 - i. Toll Plazas & Vehicle detection stations data
 - ii. AM/PM Volumes
 - iii. Weekday, Weekend Volumes
- c. Preliminary parking site selection
 - i. Preliminary Screening
 - ii. Tollway Staff meetings & interviews

C. Assessment of Truck Parking Locations

- 1. Establish Criteria
 - a. Truck traffic volumes (obtained from Tollway & IDOT)
 - i. Current
 - ii. Forecasted
 - b. Terrain
 - c. Tollway grade and alignment
 - d. ROW availability
 - i. Conceptual Cost of partial ROW takes
 - e. Ingress, egress and parking site conflicts
 - i. Bridges
 - ii. Interchange ramps
 - iii. Existing utilities
 - iv. Terrain/obstructions
 - v. Wetlands
 - vi. Railroads
 - vii. Sign structures
 - viii. Toll plazas and gantries
 - f. Proximity
 - i. Key destinations
 - ii. Next/nearby (public or private) truck parking facility
 - g. Reprieve
 - i. Traffic/congestion choke points where reprieve may be needed
 - h. Potential passenger car conflicts
 - i. Dedicated vs shared use access
 - j. Comfort and ease to truckers
 - i. Similarity to industry and Tollway standard operation
- 2. Preliminary site assessment

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- a. Site evaluation using established criteria
 - b. Concept site layouts
 - c. Detailed site descriptions
 - d. Conceptual cost estimates
 - e. Constructability
 - i. Maintenance of Traffic/Traffic Control
 - ii. ROW access during construction
 - iii. Revenue collection impacts
 - iv. Utility protection
 - f. Site rankings
3. Truck Parking Assessment Data Summary
- a. Present traffic diagrams showing existing and 20-year projected Passenger and Truck Traffic (ADT and VPH-DHV) on the entire Tollway System (ALL Toll Routes)
 - b. Based on 1, identify the sections with critical truck traffic on each toll route
 - c. Based on 2, estimate the current and future number of needed truck parking stalls on each Toll route
 - d. Prepare map of the Tollway System showing the current locations that provide a truck parking facility and number of parking stalls at each location.
 - e. Prepare a table summarizing the data derived for items (a.) to (e.) and formulate a conclusion whether the current need and future needed number of truck parking stalls on the Tollway System can be met. If yes, identify the proposed locations and number of stalls at each site and in aggregate and supplement with a map showing these locations and respective number of stalls. If not, generate and present alternatives to facilitate the remaining needed parking stalls and supplement with exhibits.

D. Conclusion of Feasibility Study

1. Preferred Locations
 - a. Site selection
2. Implementation Strategy
 - a. Priority listing
 - b. Staging considerations
 - i. Parking lot expansion provisions
 - ii. Facility and feature installation (current and future)
3. Technology

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- a. Onboard unit electronic credential reader
 - i. PrePass service extension
 - ii. NORPASS service extension
 - b. Truck parking lot space availability app
 - i. Derived from wireless in-pavement or overhead parking space detector
 - ii. Derived from Ingress and egress vehicle detectors to establish current lot usage
 - iii. Parking lot services availability (e.g. restrooms, vending, Wi- Fi, OBU Reader)
 - c. Truck parking lot advance sign status changeable display (open/full)
 - d. Wi-Fi service
 - e. Tollway weather & traffic condition app (linked to truck parking lot app)
 - f. Future roadside to vehicle communication opportunities
4. Space Provisions for Commercial Development
- a. Type
 - i. Convenience Store
 - ii. Restaurant
 - iii. Truck Specialty Store
 - b. Advantages and disadvantages
 - c. Traffic operations
 - d. Parking lot expansion needed to maintain level of service/space availability
 - e. Effect on space availability and lot size
 - f. Suggested budget for improvements
 - g. Potential Tollway revenue generation
5. Environment
- a. Environmental Studies Inventory Sheet (ESIS)
 - i. Part I
 - ii. Part II
 - b. Wetland Mitigation strategies
 - c. Erosion Control strategies

E. Recommended Locations of Truck Parking Facilities for Future Implementation

- 1. Trucking parking lot site selections
 - a. Initial five site locations

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2. Implementation schedule
3. Pilot Implementation to measure performance (high truck volume location)
4. Phasing/staging of selected sites
5. Summary document of items 1-4 of Section E for Tollway inter-department and trucking Industry review.

F. Traffic Operations Safety Committee (TOSC)

1. Presentation of recommendation to TOSC (Tollway forum involving critical departments)
2. Seek additional feedback for consideration
3. Incorporation and reconciliation of comments
4. Unresolved issues will be notated and elevated to appropriate Tollway staff for consideration.

G. Feasibility Study Report for Truck Parking Facilities on the Tollway System.

1. Incorporate 3 major Sections summarizing the respective data and assessment of truck parking on the following:
 - a. All toll routes
 - b. All Oases
 - c. Feasible mainline plazas



PROJECT SCHEDULE

Contract No. RR-14-5703
Design Upon Request, Systemwide

FEASIBILITY STUDY REPORT FOR TRUCK PARKING FACILITIES ON THE TOLLWAY SYSTEM

Notice to Proceed	June 29, 2015
Project Kick-Off Meeting	July 3, 2015
Purpose and Needs Definition Technical Memo	July 17, 2015
Location Study Technical Memo	August 14, 2015
Technology Study Technical Memo	August 14, 2015
Trucking Data Analysis	September 25, 2015
Draft Feasibility Study Report	September 25, 2015
Traffic Operations Safety Committee Presentation	October 9, 2015
Final Feasibility Study Submittal	October 30, 2015

Note:

The above schedule will be finalized upon issuing the NTP to use the actual date of the NTP on the schedule.

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II. PARKING LOT DESIGN

The parking lot design will comply with the applicable requirements, criteria and specifications stipulated in all the latest IL Tollway Manual. Parking lot design will include conceptual and preliminary design stages, unless directed otherwise. The conceptual design will evaluate alternative layouts, design features, and materials based on established criteria including performance, aesthetics, and life-cycle costs. Some conceptual design tasks will be performed concurrently with the feasibility study activities listed above. The conceptual and preliminary parking lot design will involve multiple tiers of truck parking lots corresponding to truck traffic volumes (as described above) and location (e.g., urban, rural) such as a regular size lot without any facilities, regular size lot with facilities, enlarged parking lot with facilities and enlarged parking lot without facilities. Parking lot locations and forecasted usage demands will not be uniform so the proposed truck parking lot at various locations along a corridor should vary accordingly.

The truck parking lot design activities are expected to include the following:

A. Design Features

1. Establish parking lot size standards and design elements
 - a. Regular size layout
 - b. Enlarged size layout
 - c. Pavement materials
 - d. Fence and barrier
 - e. Landscaping/Erosion control consideration
2. Access Design Analysis
 - a. Slip ramps/auxiliary lanes
 - i. Traffic operations
 - b. Local crossing street access
 - i. Traffic operations
 - c. Service Plaza accessway
 - i. Passenger car safety considerations
 - ii. Traffic operations
 - d. Pavement material
 - e. Barrier/Guardrail Considerations
 - f. Conceptual cost

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B. Conceptual Design Report

C. Preliminary Design

1. Survey and Mapping
 - g. Tollway record drawing
2. Alignments and Geometry
3. Typical Sections
4. Grading
5. Drainage
6. Utilities
7. Pavement design
8. Pavement markings
9. Tollway mainline auxiliary lanes (ingress, egress)
 - a. Alignments & Geometry
 - b. Grading & Drainage
 - c. Pavement design
 - d. Pavement marking and signing
 - e. Barrier/Guardrail
10. Local cross street access design
 - a. Traffic analysis
 - b. Traffic Signal Warrant Analysis
 - c. Design per local standards
11. Signing
 - a. Advance (e.g. fixed static, hybrid (fixed static with display module for open/full, DMS)
 - b. Parking lot signing
 - c. Support Structures
 - i. Roadside

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- ii. Overhead (cantilever, sign bridge)
 - iii. Parking lot (poles)
 - 12. Barrier/Guardrail
 - a. Barrier Warrant Analysis
 - b. Terminal design
 - 13. Lighting
 - a. Parking lot
 - b. Roadway (auxiliary lanes, local cross street)
 - 14. Intelligent Transportation Systems (ITS)
 - a. Infrastructure
 - i. Communication (landline, wireless)
 - ii. Power (utility & solar electric service)
 - b. ITS parking guidance equipment & sensors
 - c. CCTV cameras
 - 15. Landscaping & erosion control
 - 16. Cross Sections
 - 17. Maintenance of Traffic
 - 18. Special Provisions
- D. Building preliminary design**
- 1. Use advantages and disadvantages
 - 2. Architectural design
 - a. Programming
 - b. Building materials
 - c. Floor plan
 - d. Elevation views/sections
 - e. ADA compliance
 - f. Low maintenance features
 - g. Conceptual costs

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3. Structural design
4. Mechanical design
 - a. HVAC
 - b. Plumbing fixtures
5. Utility Design
 - a. Water
 - b. Septic system/wastewater connection
6. Electrical design
 - a. Electric and gas service connection
 - b. Electrical distribution
 - c. Lighting fixtures
7. Vending machines
8. Security (e.g., cameras)
 - a. Specifications
9. Cost Estimates
10. Schedule

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III. TASKS UPON REQUEST

- A. Bridge Condition Reports
- B. Environmental Studies & Reports
- C. Coordination
- D. Design tasks for other project/s

EXHIBIT G
CURRENT OBLIGATIONS FOR PROJECT
Singh + Associates, Inc.

RR-14-5703

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining to be Earned	Estimated Date of Completion
PTB 153/007	US 30, Briarcliff Road to US 34 (sub)	\$ 140,000	\$ 59,500	07/01/15
RR-09-9069	ITS Design /CM Various Task Orders	\$ 500,000	\$ 40,000	12/31/14
I-11-4018	DCM - Jane Addams (sub)	\$ 728,000	\$ 128,000	12/31/16
I-12-4041	Elgin-O'Hare Western Access, US 20 to IL 83	\$ 1,317,600	\$ 220,000	12/31/16
I-13-4626	Elgin-O'Hare Western Access, US 20 to IL 83 - CM Services	\$ 6,615	\$ 6,615	04/01/16
RR-13-5660	Roadway Resurfacing, Reagan Memorial Tollway (I-88), US 30 to US 52 (sub)	\$ 216,500	\$ 35,300	11/30/14
I-13-5336	I-355 (SB) Roadway Widening, 71st-75th Street (sub)	\$ 94,000	\$ 10,700	06/30/15
RR-13-4116	I-88, York Road to I-290 (Sub)	\$ 280,000	\$ 200,000	10/15/15
I-13-4623	EOWA at IL 19 Interchange (sub)	\$ 150,500	\$ 148,500	05/30/16
I-14-4196	Jane Addams Memorial Tollway (I-90) and Systemwide, DUR (Sub)	\$ 15,500	\$ 15,500	07/01/15
PTB 157/001	I-290 Traffic Study (sub)	\$ 738,900	\$ 565,000	12/31/15
PTB 140/003	Irving/York Civil/Lighting (sub)	\$ 160,000	\$ 5,200	12/31/15
159/009	IL 53 St. Charles Rd to North Ave (Sub)	\$ 62,000	\$ 47,000	12/31/16
PTB 159/007	IL 64 over Salt Creek (Sub)	\$ 56,000	\$ 8,200	12/31/14
PTB 164/017	Various Lighting/Electrical Statewide	\$ 1,500,000	\$ 479,400	06/30/16
D-92-026-11; PTB 158/016	Various Phase I/II Projects (Sub)	TBD by WO		
PTB 168/011	District 1 Various Signals	\$ 600,000	\$ 200,800	12/31/16
PTB 168-006 & P-91-376-13	I94/US 40 Smart Highway Corridor Design (sub)	\$ 368,957	\$ 337,000	06/25/15
PTB 168-007 & D-91-314-13	Various Phase II Projects (sub)	\$ 96,600	\$ 23,200	10/25/15

EXHIBIT G
CURRENT OBLIGATIONS FOR PROJECT
Singh + Associates, Inc.

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining to be Earned	Estimated Date of Completion
D-92-073-11	US 30 BR (West State Street), from Day Avenue to Independence Avenue (sub)	\$ 45,600	\$ 25,200	09/01/16
PTB 171/006 & P-91-195-14	Phase I Various ADA Projects (sub)	TBD by WO		08/07/19
PTB 172-008 / D 91-354-14	Various ITS and Electrical Projects	\$ 500,000	\$ 500,000	01/23/17
PTB 172-006 / D 91-333-14	Various Phase II Traffic Signal Design Project (sub)	TBD by WO		
PTB 152/016 & P-91-505-09	Phase I Lighting Assessments (sub)	TBD by WO		12/31/15
PTB 173-006 & P-91-442-14	Phase I Various/Various Projects (sub)	TBD by WO		
PTB 174-001	Phase I Various Various Projects (sub)	TBD by WO		

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-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-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

1 M Squared	
Direct Labor	\$ 246,672.61
Direct Costs	\$ 3,322.90
Services by Others	
Additional Services **	
Total this Subconsultant (ULC)	\$ 249,995.51

2 Gonzalez Companies	
Direct Labor	\$ 74,987.64
Direct Costs	\$ 62.08
Services by Others	
Additional Services **	
Total this Subconsultant (ULC)	\$ 75,049.72

3 Roderick Group	
Direct Labor	\$ 73,714.17
Direct Costs	\$ 1,285.83
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 75,000.00

4 T&E	
Direct Labor	\$ 72,430.06
Direct Costs	\$ 2,569.93
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 74,999.99

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 475,045.22

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 475,045.22

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 19.00%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 19.00%

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1 <u>Parsons Transportation Group</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 365,817.54</td></tr> <tr><td>Direct Costs</td><td>\$ 8,711.00</td></tr> <tr><td>Services by Others</td><td></td></tr> <tr><td>Additional Services **</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 374,528.54</td></tr> </table>	Direct Labor	\$ 365,817.54	Direct Costs	\$ 8,711.00	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 374,528.54	<p>6 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
Direct Labor	\$ 365,817.54																				
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<p>2 <u>Collins Engineers</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 369,499.20</td></tr> <tr><td>Direct Costs</td><td>\$ 5,500.80</td></tr> <tr><td>Services by Others</td><td></td></tr> <tr><td>Additional Services **</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 375,000.00</td></tr> </table>	Direct Labor	\$ 369,499.20	Direct Costs	\$ 5,500.80	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 375,000.00	<p>7 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ -</td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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<p>3 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ -</td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -	<p>8 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ -</td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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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: \$ 749,528.54

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 749,528.54

Contract Information Sheet

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

Consultant Name: M Squared Engineering, LLC

Contract Number: RR-14-5703

Proposal Date: 5/12/2015

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: RR-14-5703

Consultant: M Squared Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Grand Total Exhibit A Hours
Project Management						2	10	6	4	6	4	6	38	
Location Design Study (Rehabilitation)							40	40	50	50	50	50	280	
Traffic Studies							16	16	20	20	20	20	112	
Roadway Geometrics							16	16	20	20	20	20	112	
TOTALS						2	82	78	94	96	94	96	542	

Contract Number: RR-14-5703

Consultant: M Squared Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Management	4	6	4	6	4	6	4	6	4	6	4	6	60
Location Design Study (Rehabilitation)	40	40	60	60	60	60	60	40	40	40	40	40	580
Traffic Studies	16	16	16	20	20	20	20	16	16	16	16	16	208
Roadway Geometrics	16	16	16	20	20	20	20	16	16	16	16	16	208
TOTALS	76	78	96	106	104	106	104	78	76	78	76	78	1056

Contract Number: RR-14-5703 Consultant: M Squared Engineering, LLC

Contract Number: RR-14-5703 Consultant: M Squared Engineering, LLC

Contract Number: RR-14-5703

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Management	4	6	4	6	4	6	4	6	4	6	4	8	62
Location Design Study (Rehabilitation)	40	40	40	40	40	40	40	20	20	20	20	20	380
Traffic Studies	16	16	16	16	16	16	16	16	12	12	12	12	176
Roadway Geometrics	16	16	16	16	16	16	16	16	12	12	12	12	176
TOTALS	76	78	76	78	76	78	76	58	48	50	48	52	794

Contract No.: RR-14-5703

Consultant: M Squared Engineering, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

2,392.00	X	\$ 36.83	=	TOTAL DIRECT SALARY	\$ 88,097.36
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

Multiplier to be used on this project: _____ **2.80**

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 246,672.61

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 3,322.90

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ _____ -

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) \$ **249,995.51**

Contract No.: RR-14-5703 Consultant: M Squared Engineering, LLC

Date: 5/12/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 31 No. OF MONTHS
 SCHEDULED START DATE: 6/1/2015
 RAISE DATE: 1/1/2016
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

6/1/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017		
Date	Date	Date	Date	Date
7.0	12.0	12.0	31.0	31.0
31.0	31.0	31.0	31.0	31.0
22.58% Escalation Factor First Period	39.87% Escalation Factor Second Period	41.07% Escalation Factor Third Period		
				Escalation Factor Fifth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date
31.0	31.0	31.0	31.0	31.0
				Escalation Factor Tenth Period

The escalation factor for this project is: 103.52%

Contract No.: RR-14-5703

Consultant: M Squared Engineering, LLC

Date: 5/12/2015

Escalation Factor: 103.52%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

						DIRECT COST		OVERTIME PREMIUM		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total			
							Estimated O/T Hours:	Average Premium O/T Hourly Rate:		
No	Principal	\$50.00	\$70.00	\$62.70	\$64.91	28.00				
No	Project Manager	\$40.00	\$70.00	\$63.70	\$65.94	264.00				
No	Senior Engineer/Planner	\$40.00	\$70.00							
No	Resident Engineer	\$40.00	\$70.00							
No	Project Engineer/Planner	\$25.00	\$60.00	\$35.50	\$36.75	740.00				
No	Staff Engineer/Planner	\$20.00	\$40.00	\$29.60	\$30.64	1360.00				
No	Engineer /Accountant	\$20.00	\$60.00							
No	Senior Technical Specialist	\$25.00	\$60.00							
No	Technical Specialist	\$15.00	\$50.00							
No	Architect	\$30.00	\$70.00							
No	Realty Specialists	\$20.00	\$70.00							
No	Intern	\$8.25	\$20.00							
No	Admin/Clerical	\$8.25	\$40.00							
							Total Estimated O/T Hours: 2,392.00		Total Overtime Premium:	
							Average Premium O/T Hourly Rate: \$36.83		Escalated Average Premium Overtime Hourly Rate (See Note C to Right):	
							Total Direct Labor: \$88,097.36		Estimated Overtime Hours (Overtime Only) (See Note D to Right):	

EXHIBIT "1"

Contract No.: RR-14-5703 **Consultant:** M Squared Engineering, LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLL_WAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 3,322.90

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**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 IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE 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 CSE Manual allowance.

Contract No.: RR-14-5703

Consultant: M Squared Engineering, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Matt Hahm, PE

Project Manager: Minal Hahm, PE, CFM

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: Doug Weinkauf, PE

Project Structural Engineer: _____

Project Drainage Engineer: Susan Coyle, PE, CFM

Senior Engineer: John Schreiner, PE

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

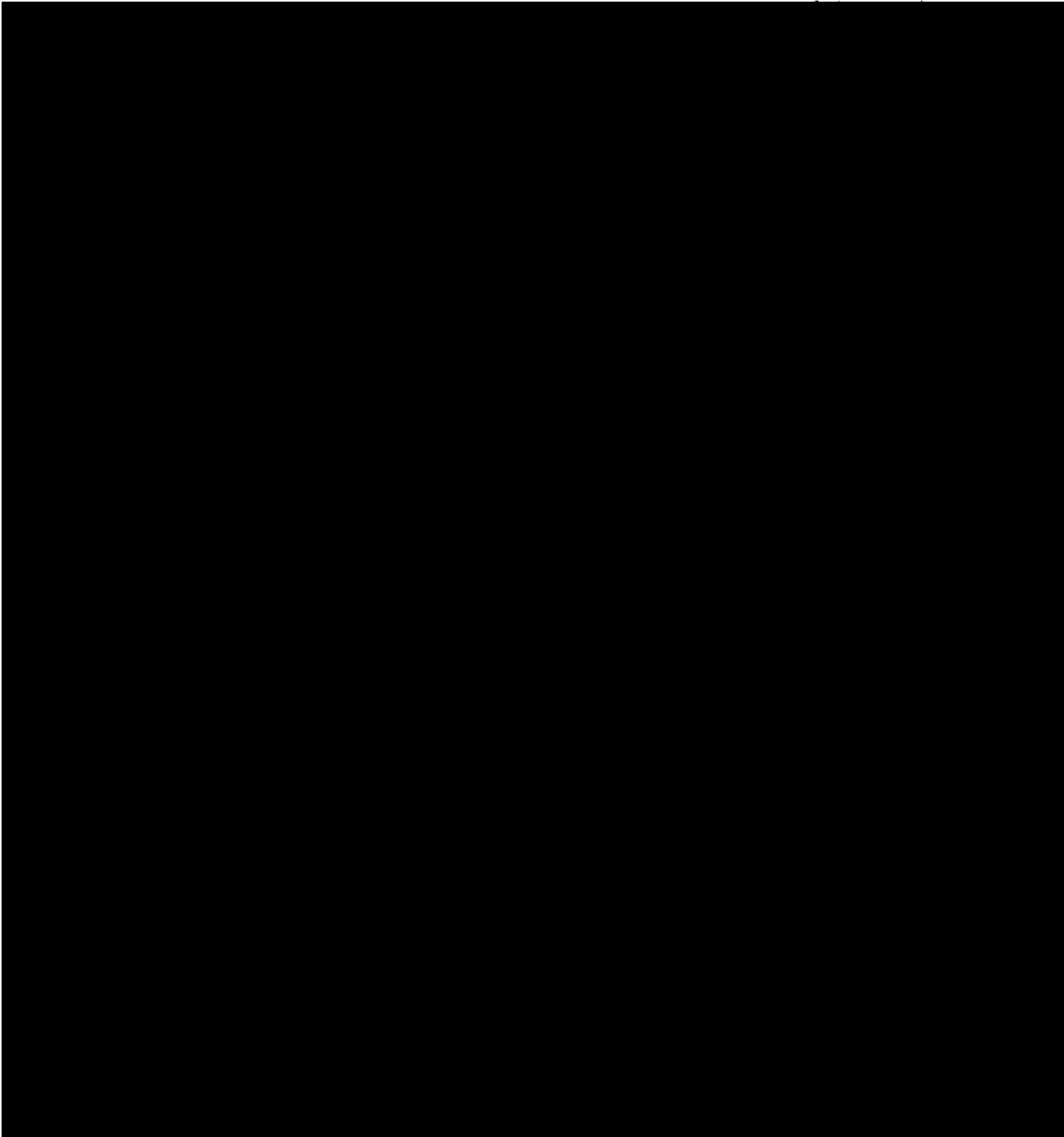
Classification: _____

Name: _____

Classification: _____

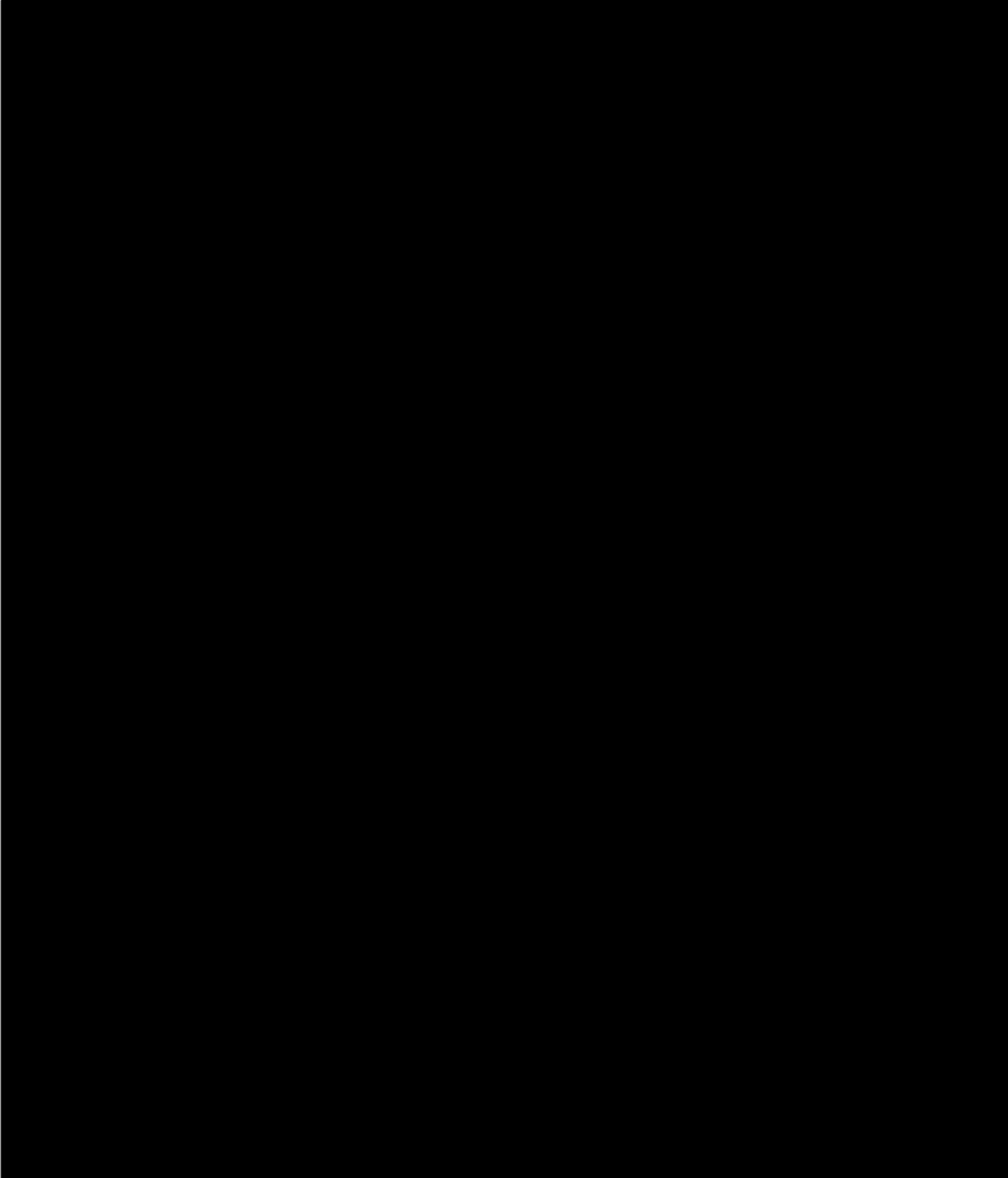


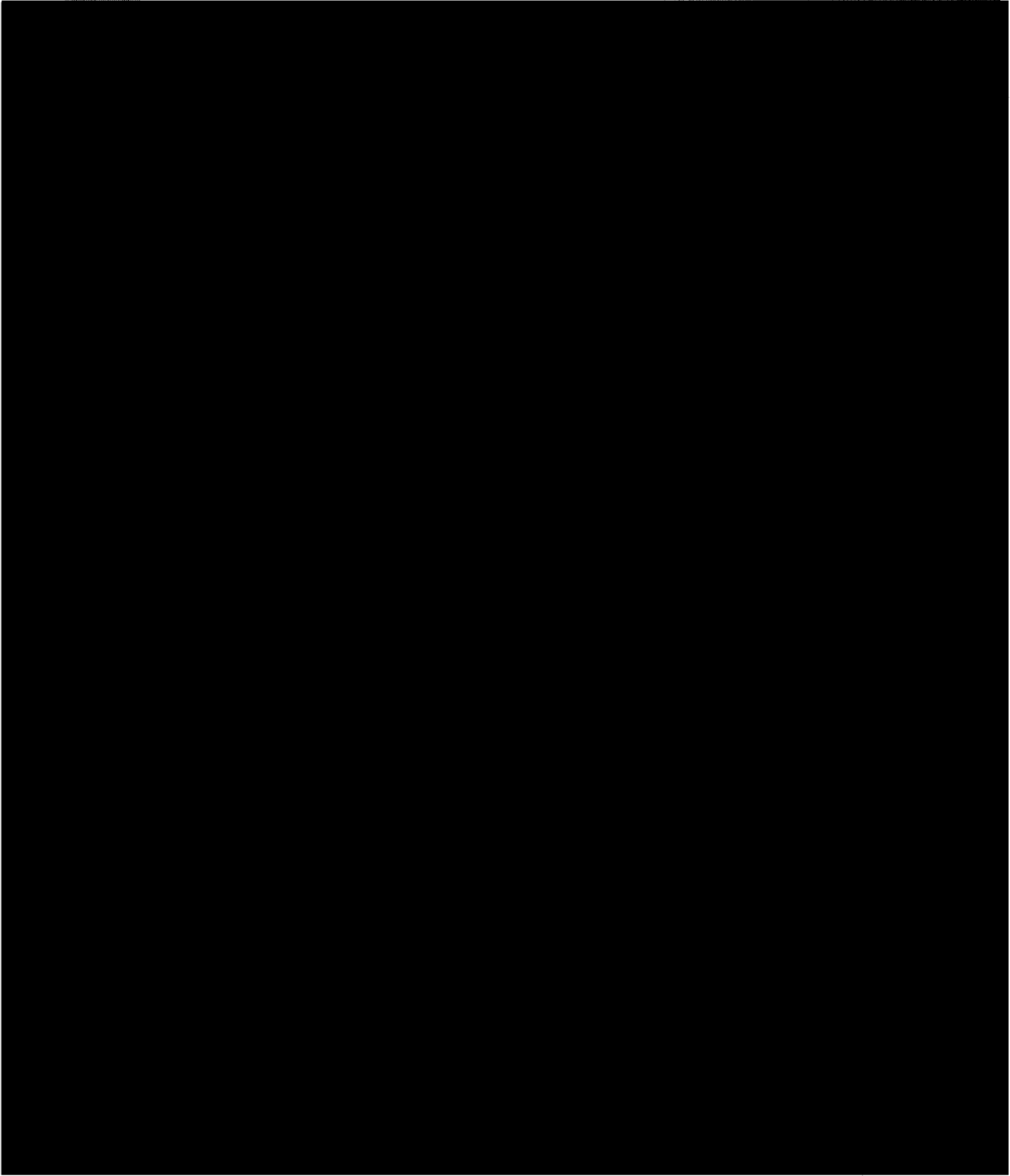
Matthew G. Hahm, PE
PRINCIPAL ENGINEER

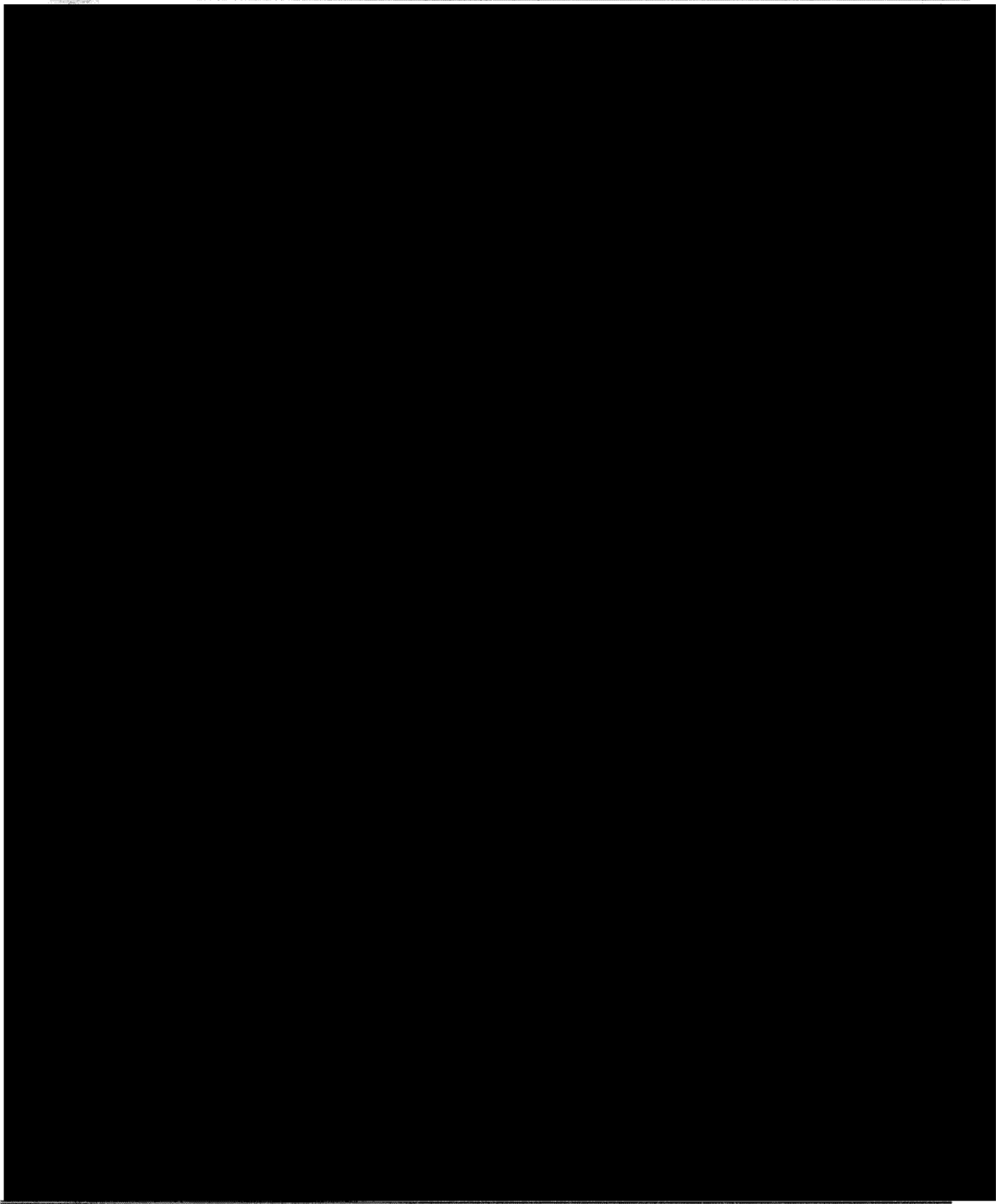




Minal P. Hahm, PE, CFM



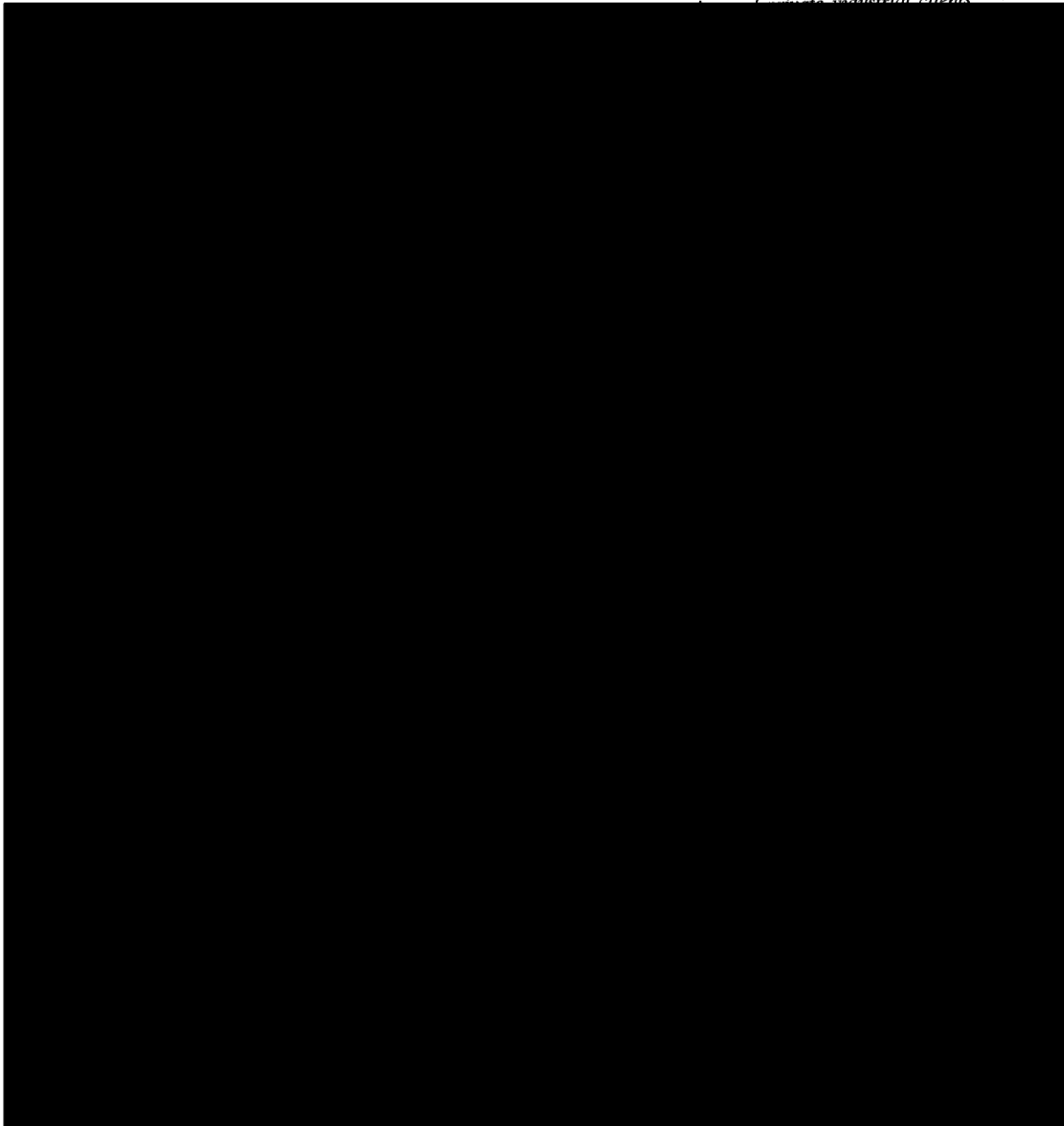


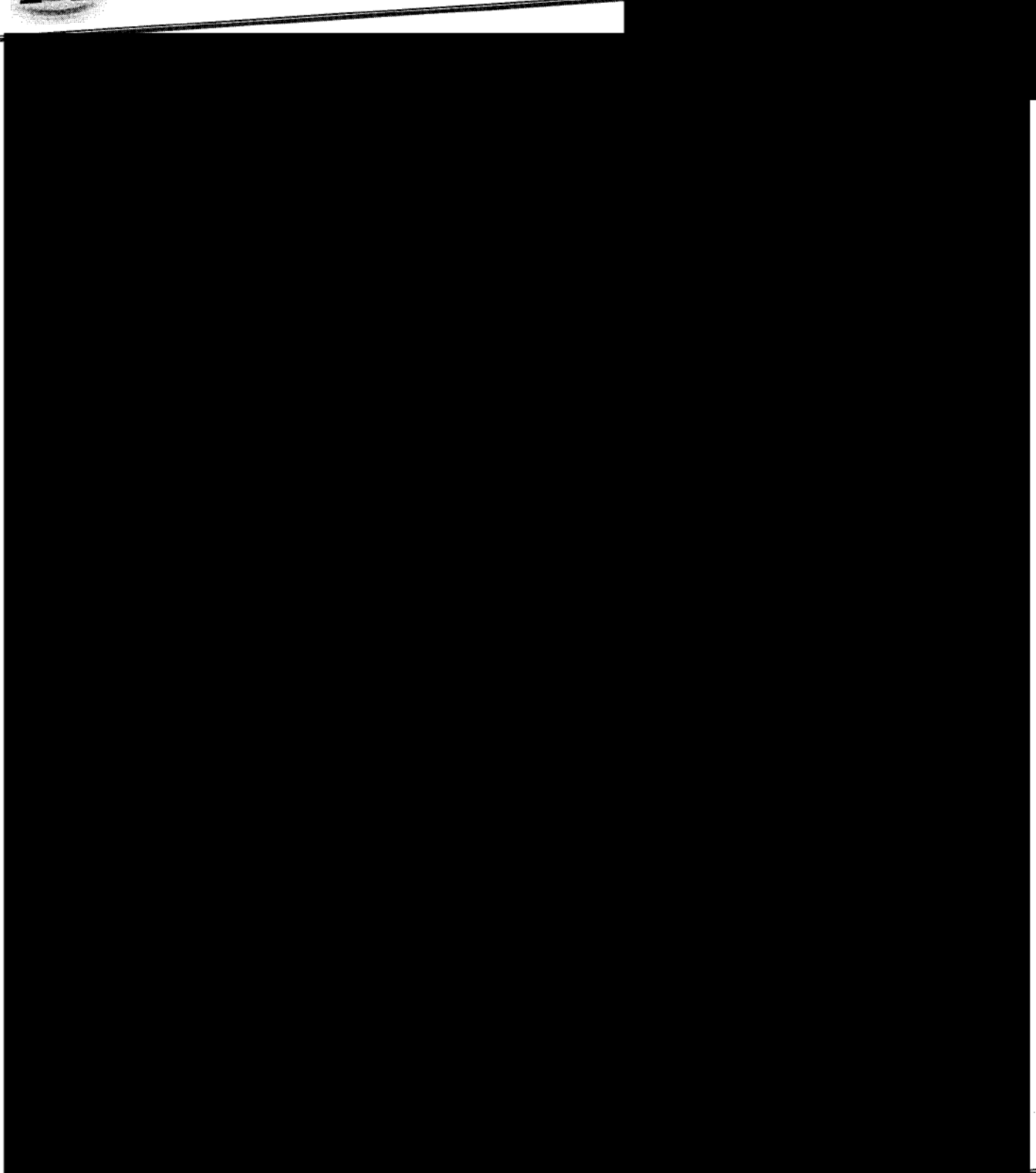


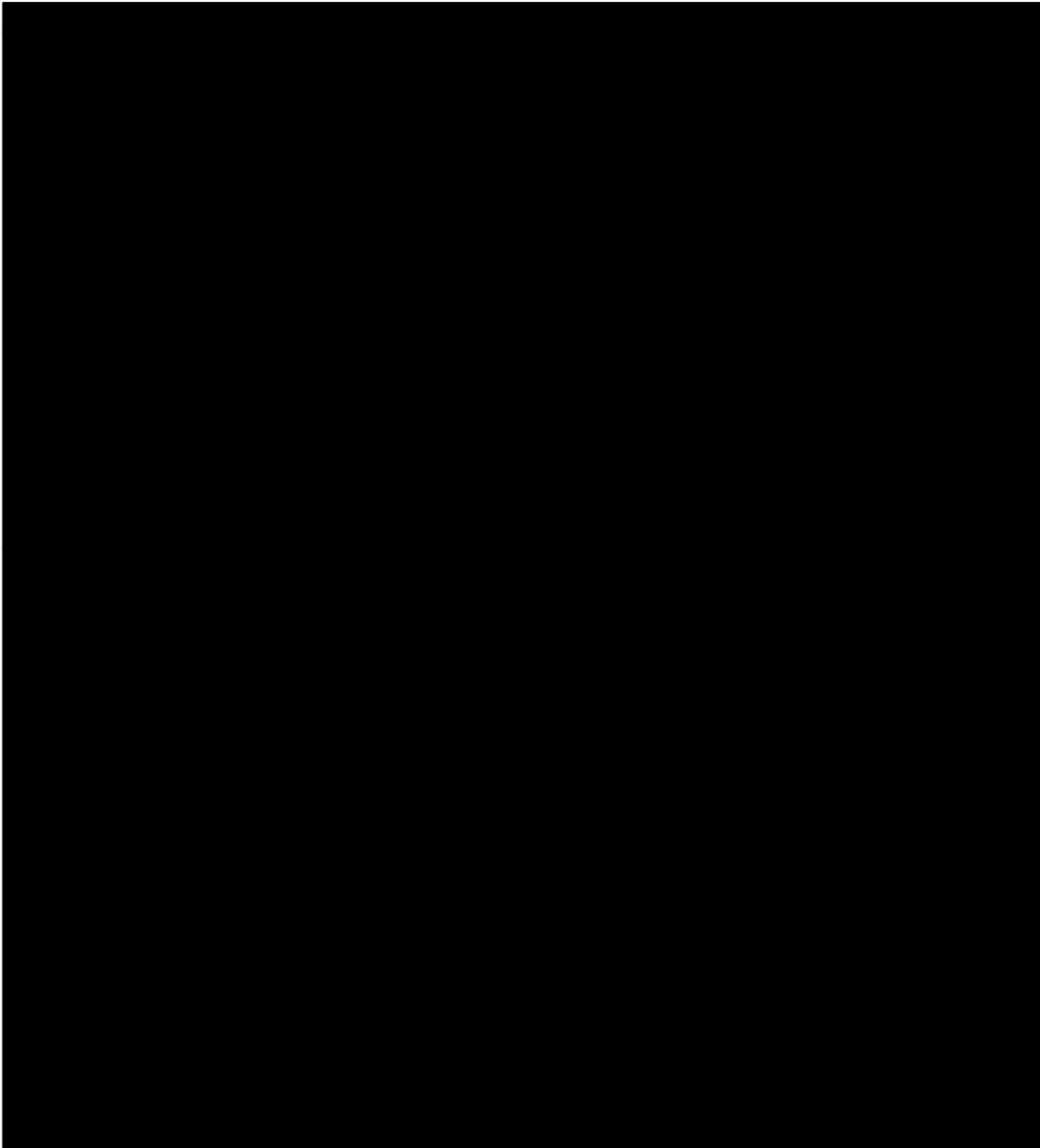


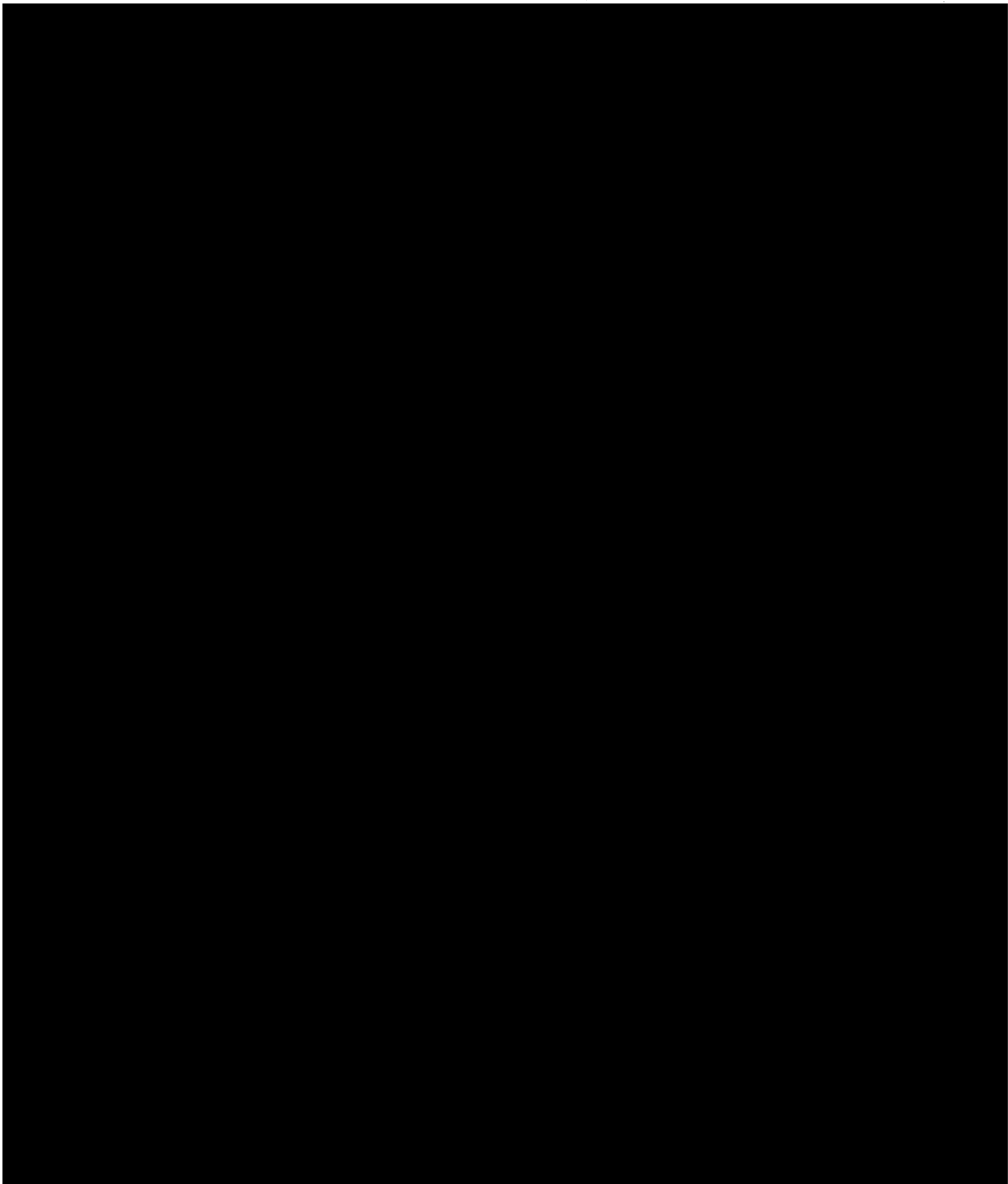
Douglas Weinkauff, PE

...to industrial clients









M Squared Engineering, LLC
W62N215 Washington Avenue • Cedarburg, WI 53012 • Phone: 262-376-4246
scoyle@msquaredengineering.com • www.msquaredengineering.com
Branch Office: Aurora, IL



Jonathan Schreiner, PE

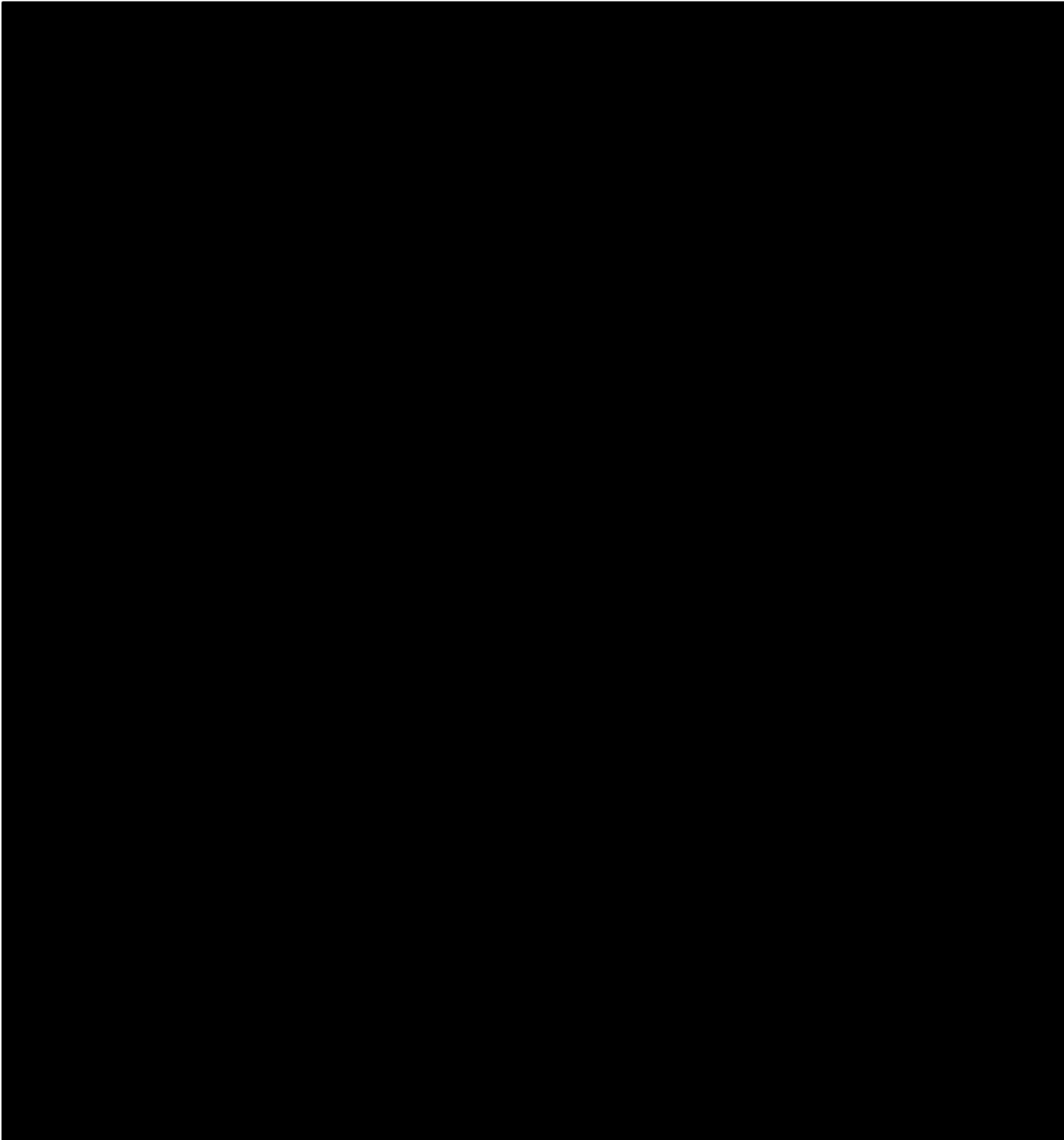


EXHIBIT F

CONTRACT RR-14-5703

(M Squared Engineering, LLC)

SCOPE OF SERVICES

M Squared will be performing the following tasks under the Mentor-Protégé program on various tasks:

- Location Design Studies (Rehabilitation)
- Roadway Geometrics
- Traffic Studies

In addition, M Squared will be performing the drainage design and stormwater management plans on various tasks as they are assigned to the project team.

EXHIBIT G

CONTRACT RR-14-5703

(M Squared Engineering, LLC)

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
STH 158 (WisDOT)	- Construction Inspection	\$145,000	\$145,000	9/30/2015
General Mitchel International Airport	- Construction Inspection	\$45,000	\$32,000	8/15/2015
Various Design (WisDOT)	Design/H&H Analysis	\$400,000	\$350,000	9/30/2015
Ft. McCoy Rail Inspection (US Army)	Rail Inspection	\$425,000	\$425,000	12/31/2016

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-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-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

Contract Information Sheet

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

Consultant Name: Gonzalez Companies, LLC

Contract Number: RR-14-5703

Proposal Date: 5/12/2015

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: RR-14-5703

Consultant: Gonzalez Companies, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Constructability Review						2	14	16	20	20	20	16	108
Project Management							0.5	0.5	0.5	0.5	0.5	0.5	3
TOTALS						2	14.5	16.5	20.5	20.5	20.5	16.5	111

Grand Total Exhibit A Hours **472**

Contract Number: RR-14-5703

Consultant: Gonzalez Companies, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Constructability Review	8	16	16	16	16	24	24	24	24	24	16	8	216
Project Management	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	6
TOTALS	8.5	16.5	16.5	16.5	16.5	24.5	24.5	24.5	24.5	24.5	16.5	8.5	222

Contract Number: RR-14-5703 Consultant: Gonzalez Companies, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Constructability Review	16	16	16	24	24	36											132
Project Management	0.5	0.5	0.5	1	1	1	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.25	7.25
TOTALS	16.5	16.5	16.5	25	25	37	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.25	139.25

Contract No.: RR-14-5703 Consultant: Gonzalez Companies, LLC

Date: 5/12/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 31 No. OF MONTHS
 SCHEDULED START DATE: 6/1/2015
 RAISE DATE: 7/1/2015
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date					
6/1/2015	-	6/30/2015	7/1/2015	-	6/30/2016	7/1/2016	-	6/30/2017	7/1/2017	-	12/31/2017
1.0		12.0	31.0	12.0	31.0	12.0	31.0	6.0	31.0		31.0
3.23%		39.87%		41.07%		21.15%					
Factor First Period		Escalation Factor Second Period		Escalation Factor Third Period		Escalation Factor Fourth Period		Escalation Factor Fifth Period			

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
31.0		31.0		31.0		31.0
Escalation Factor Sixth Period		Escalation Factor Seventh Period		Escalation Factor Eighth Period		Escalation Factor Ninth Period

The escalation factor for this project is: 105.31%

Consultant:

Contract No.: RR-14-5703

Escalation Factor: 105.31%
(From Exhibit C-1)

Date: 5/12/2015

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

						DIRECT COST		OVERTIME PREMIUM		
						Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:		
						472.25	\$56.71	\$26,781.30		
						Total Estimated Work Hours:	Average Hourly Rate:	Total Direct Labor		
						472.25	\$56.71	\$26,781.30		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)		
No	Principal	\$50.00	\$70.00	\$60.00	\$63.19	12.00				
No	Project Manager	\$40.00	\$70.00	\$55.00	\$57.92	32.00				
No	Senior Engineer/Planner	\$40.00	\$70.00	\$55.00	\$57.92	380.00				
No	Resident Engineer	\$25.00	\$60.00	\$42.50	\$44.76	48.25				
No	Project Engineer/Planner	\$20.00	\$40.00							
No	Staff Engineer/Planner	\$20.00	\$60.00							
No	Engineer /Accountant	\$25.00	\$60.00							
No	Senior Technical Specialist	\$15.00	\$50.00							
No	Technical Specialist	\$30.00	\$70.00							
No	Architect	\$20.00	\$70.00							
No	Realty Specialists	\$8.25	\$20.00							
No	Intern	\$8.25	\$40.00							
No	Admin/Clerical	\$8.25	\$40.00							

Contract No.: RR-14-5703

Consultant: Gonzalez Companies, LLC

Date: 5/12/2015

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Managing Principal, CEO	Carlos Huddleston	\$50 - \$70
	Managing Principal, COO	R. Patrick Judge	
Project Manager	QC/QA Manager	Kent D Kotthoff	\$40 - \$70
	QC/QA Manager	Joseph M Gilroy	
	Project Manager	Wayne A Nieman	
	Project Manager	Wesley D Hampsch	
	Project Manager	Terry Adams	
Senior Engineer/Planner	Project Manager	Kevin White	
	Project Engineer	Jon A Kremer	\$40 - \$70
	Project Engineer	Benjamin J Fecko	
	Project Engineer	Jonathan W Murray	
Resident Engineer	Project Engineer	Paul C Knueppel	
			\$40 - \$70
	Project Engineer/Planner	Elizabeth S Glowacz	\$25 - \$60
	Project Engineer	Kylie A Wilmes	
Project Engineer/Planner	Project Engineer	Diane Grossenheider	
	Project Engineer	Greg T Wade	
	Project Engineer	Kristin M Fecko	
	Project Engineer	Drew S Gudeman	
	Project Engineer	Marco A Bautista	
	Project Engineer	Nathaniel R Clarey	
	Project Engineer	Kyle W Stigler	
	Project Engineer	Angel Lowery	
	Project Engineer	Hannah J Mitchem	
	Staff Engineer/Planner		
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20

Contract No.: RR-14-5703

Consultant: Gonzalez Companies, LLC

Date: 5/12/2015

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Admin/Clerical			\$8.25 - \$40

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**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 IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE 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 CSE Manual allowance.

Contract No.: RR-14-5703

Consultant: Gonzalez Companies, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Carlos Huddleston

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Paul C Knueppel

Classification: Project Engineer

Name: Josephy M Gilroy

Classification: QC/QA Manager

Name: Elizabeth S Glowacz

Classification: Project Engineer

Name: Wesley D Hampsch

Classification: Project Manager

Carlos Huddleston, P.E.

Managing Principal

GONZALEZ
COMPANIES, LLC

St. Louis, MO | Belleville, IL | Chicago, IL | Omaha, NE

EXHIBIT "1"
Page 145 of 273

Carlos Huddleston, P.E.

Managing Principal



St. Louis, MO | Belleville, IL | Chicago, IL | Omaha, NE

EXHIBIT "1"
Page 146 of 273

Paul Knueppel, P.E.

Project Engineer

GONZALEZ
COMPANIES, LLC

St. Louis, MO | Belleville, IL | Chicago, IL | Omaha, NE

EXHIBIT "1"
Page 147 of 273

Paul Knueppel, P.E.

Project Engineer

GONZALEZ
COMPANIES, LLC

St. Louis, MO | Belleville, IL | Chicago, IL | Omaha, NE

EXHIBIT "1"
Page 148 of 273

Joe Gilroy, P.E.

Senior Engineer



St. Louis, MO | Belleville, IL | Chicago, IL | Omaha, NE

Joe Gilroy, P.E.

Senior Engineer

COMPANIES, LLC

St. Louis, MO | Belleville, IL | Chicago, IL | Omaha, NE

EXHIBIT "1"
Page 150 of 273

Elizabeth Glowacz, E.I.T.

Assistant Engineer



St. Louis, MO | Belleville, IL | Chicago, IL | Omaha, NE

Elizabeth Glowacz, E.I.T.

Assistant Engineer



CONZALEZ
COMPANIES, LLC

St. Louis, MO | Belleville, IL | Chicago, IL | Omaha, NE

EXHIBIT "1"
Page 152 of 273

Wesley Hampsch

Engineering Technician

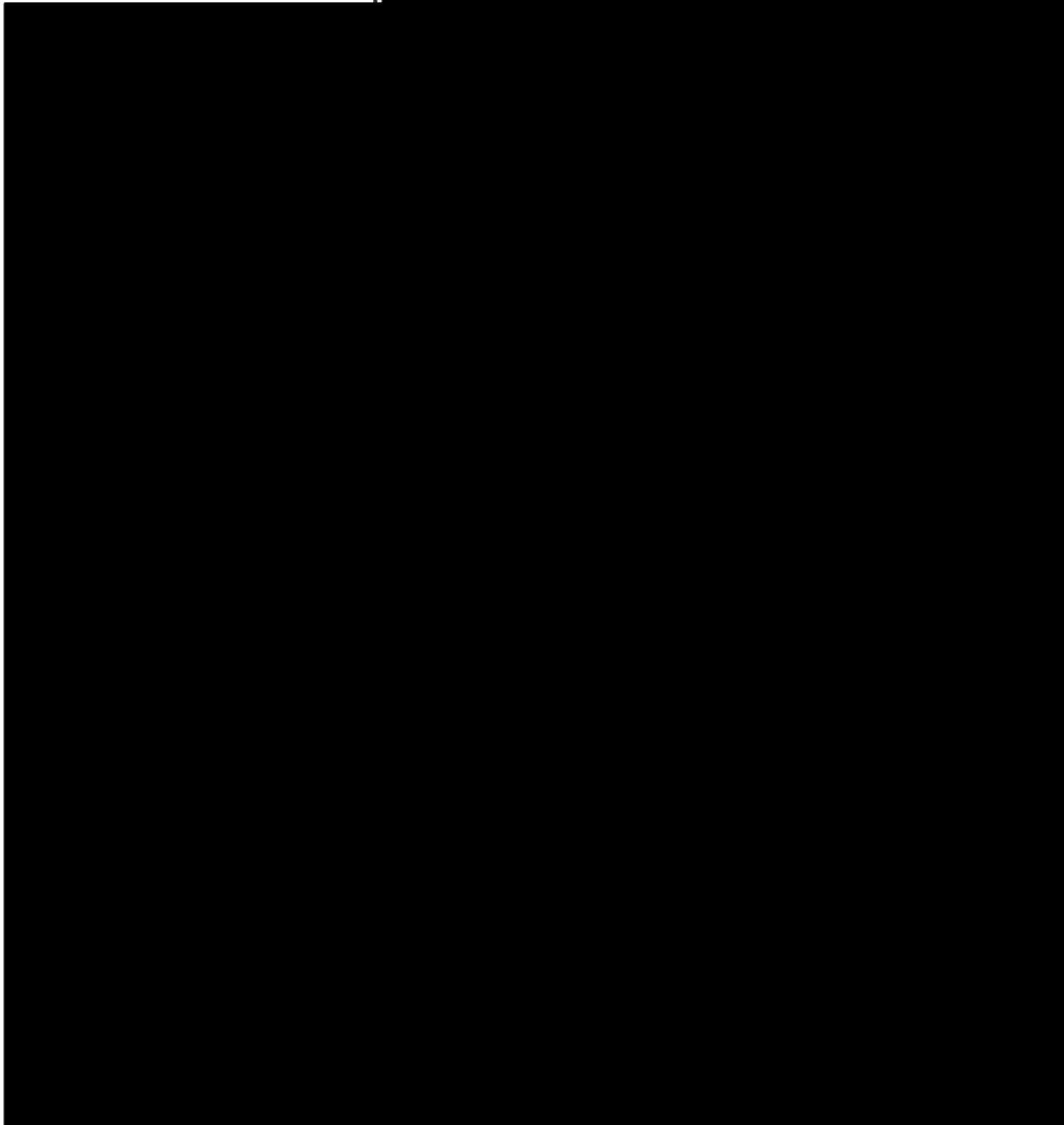
GONZALEZ
COMPANIES, LLC

St. Louis, MO | Belleville, IL | Chicago, IL | Omaha, NE

EXHIBIT "1"
Page 153 of 273

Wesley Hampsch

Engineering Technician



St. Louis, MO | Belleville, IL | Chicago, IL | Omaha, NE

EXHIBIT F

CONTRACT RR-14-5703

(Gonzalez Companies, LLC)

SCOPE OF SERVICES

Gonzalez Companies, LLC will perform constructability review and project support for PSB 14-3 Item 5 – RR-14-5703, Design Upon Request – Systemwide for Phase I and Phase II engineering services including but not limited to Truck Parking Master Plan, Truck Parking Lot Design and On-Call as-needed work related to the Tollway system.

Exhibit G
Current Obligations for Project
Gonzalez Companies, LLC

Route & Job No.	Work Scope & Description of Project	Fee (including all Supplements & Extra Work Orders)	Fee Remaining to be Earned	Estimated Date of Completion
PTB 169/032	Various/Various Construction Inspection Services	350,000	138,000	12/2015
PTB 164/007	Movable Bridges-Joliet Construction Inspection Services	980,000	701,000	12/2018
PTB 172/021	Rte 157 over Schoenberger Creek	750,000	750,000	12/2017
PTB 161/032	Bridge Replacement IL 15 over ICG RR and IL 13	1,600,000	418,000	06/2016
PTB 165/018	Waterloo Bypass	105,000	105,000	12/2015
PTB 167/002	Paint Inspection	36,000	36,000	08/2015
PTB 172/014	Construction Inspection Services	125,000	125,000	12/2015
PTB 173/029	Various/Various Construction Inspection Services	75,000	75,000	03/2016
Bloomington Trail	Bloomington Trail-Construction Inspection	646,000	108,000	03/2016
I-90 CUR	I-90 Construction Management Upon Request	1,000,000	224,000	11/2015

PSB 14-1	Jane Adams Memorial Tollway, Bridge Reconstruction, Meacham Road	89,000	70,000	12/2015
PSB 14-1/11	RR-13-5661	235,000	221,000	12/2015

Contract No.: RR-14-5703

Consultant: Gonzalez Companies, LLC

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-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-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: The Roderick Group, Inc.

Contract Number: RR-14-5703

Proposal Date: 5/12/2015

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: RR-14-5703 Consultant: The Roderick Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2015												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Administration						1	1	2	2	2	2	2	2	12
Maintenance of Traffic							20	20	40	20	40	20	20	160
Pvt Mktg & Signing														
TOTALS						1	21	22	42	22	42	22	42	172

Grand Total Exhibit A Hours 667

Contract Number: RR-14-5703

Consultant: The Roderick Group, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Administration			2			2			2				2			8
Maintenance of Traffic			20			16			16							68
Pvt Mkg & Signing			20													20
TOTALS			42			18			18				18			96

Contract No.: RR-14-6703 Consultant: The Roderick Group, Inc.

Date: 5/12/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 31 No. OF MONTHS
 SCHEDULED START DATE: 6/1/2015
 RAISE DATE: 3/1/2016
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date
6/1/2015 - 2/29/2016	3/1/2016 - 2/28/2017	3/1/2017 - 12/31/2017			
9.0	12.0	10.0			
31.0	31.0	31.0	31.0	31.0	31.0
29.03%	39.87%	34.22%			
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date
31.0	31.0	31.0	31.0	31.0	31.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period	

The escalation factor for this project is: 103.13%

Contract No.: RR-14-5703

Consultant: The Roderick Group, Inc.

Date: 5/12/2015

Escalation Factor: 103.13%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

DIRECT COST							OVERTIME PREMIUM	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated O/T Hours:	
							Estimated O/T Hours:	Average Premium O/T Hourly Rate:
							Total Overtime Premium:	
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	48.00		
No	Project Manager	\$40.00	\$70.00	\$41.00	\$42.28	296.00		
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$31.37	\$32.35	323.00		
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00					
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00					

Contract No.: RR-14-5703 Consultant: The Roderick Group, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

- C. **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

- Vehicle Days
- Tolls (Meetings, Site Visits)
- Overnight Delivery (to Tollway and/or Prime)
- Outside Printing
-
-
-
-
-
-
-
-
-
-
-
-
-

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 1,285.83

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**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 IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE 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 CSE Manual allowance.

Contract No.: RR-14-5703

Consultant: The Roderick Group, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Rashod Johnson / Mark Kazich

Project Manager: Carmen Dean

Project Engineer: Roger Steele

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

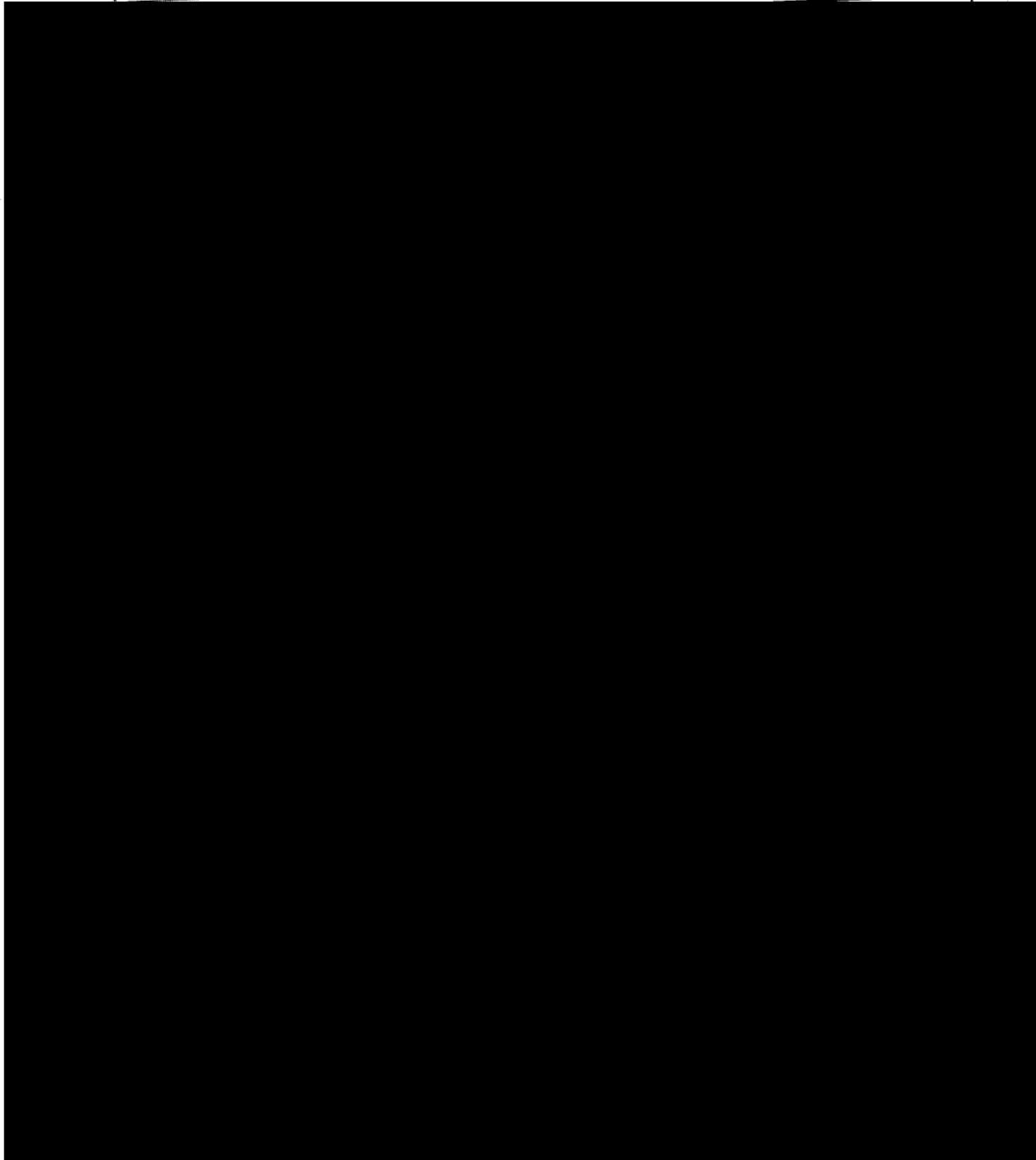
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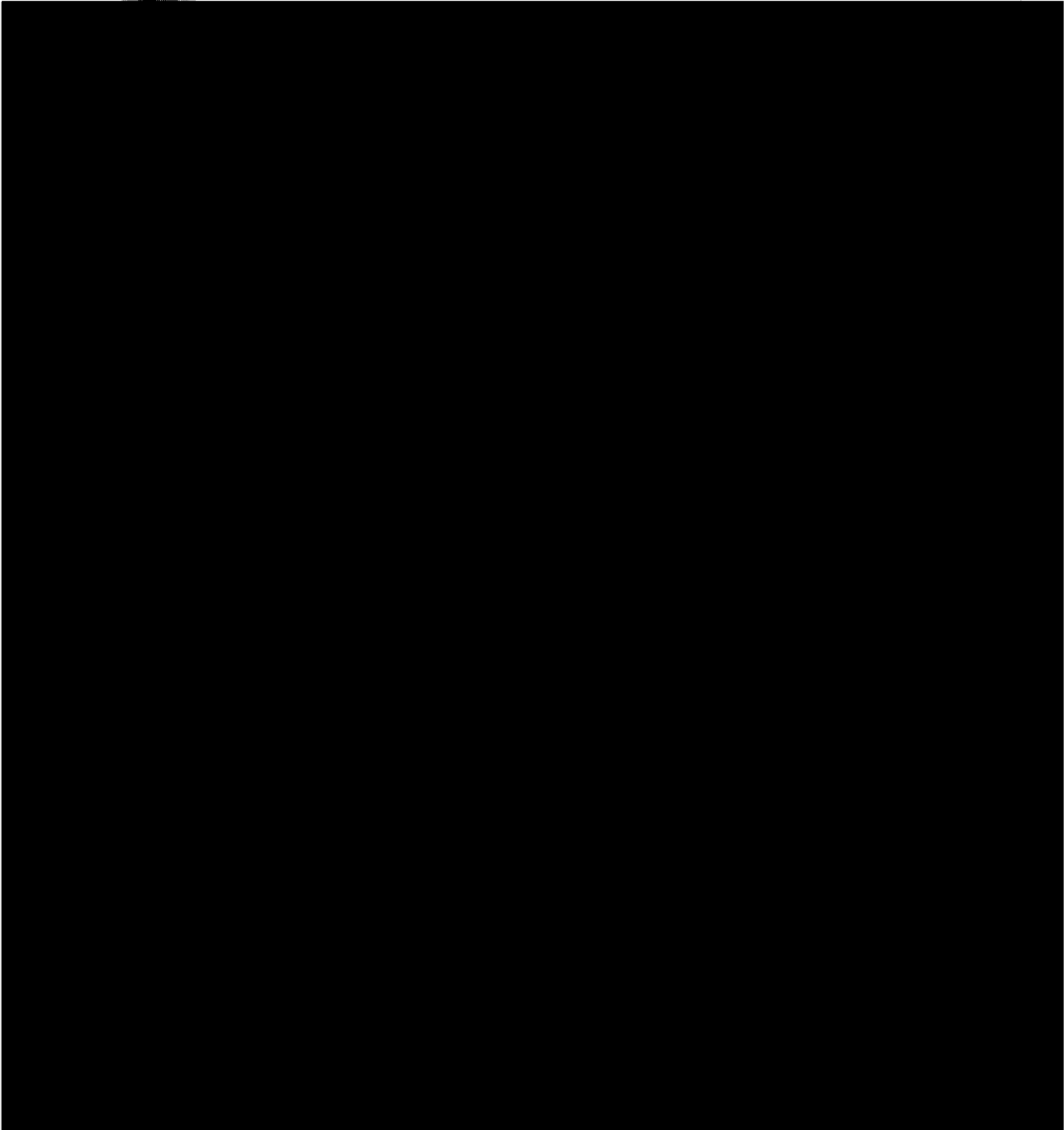
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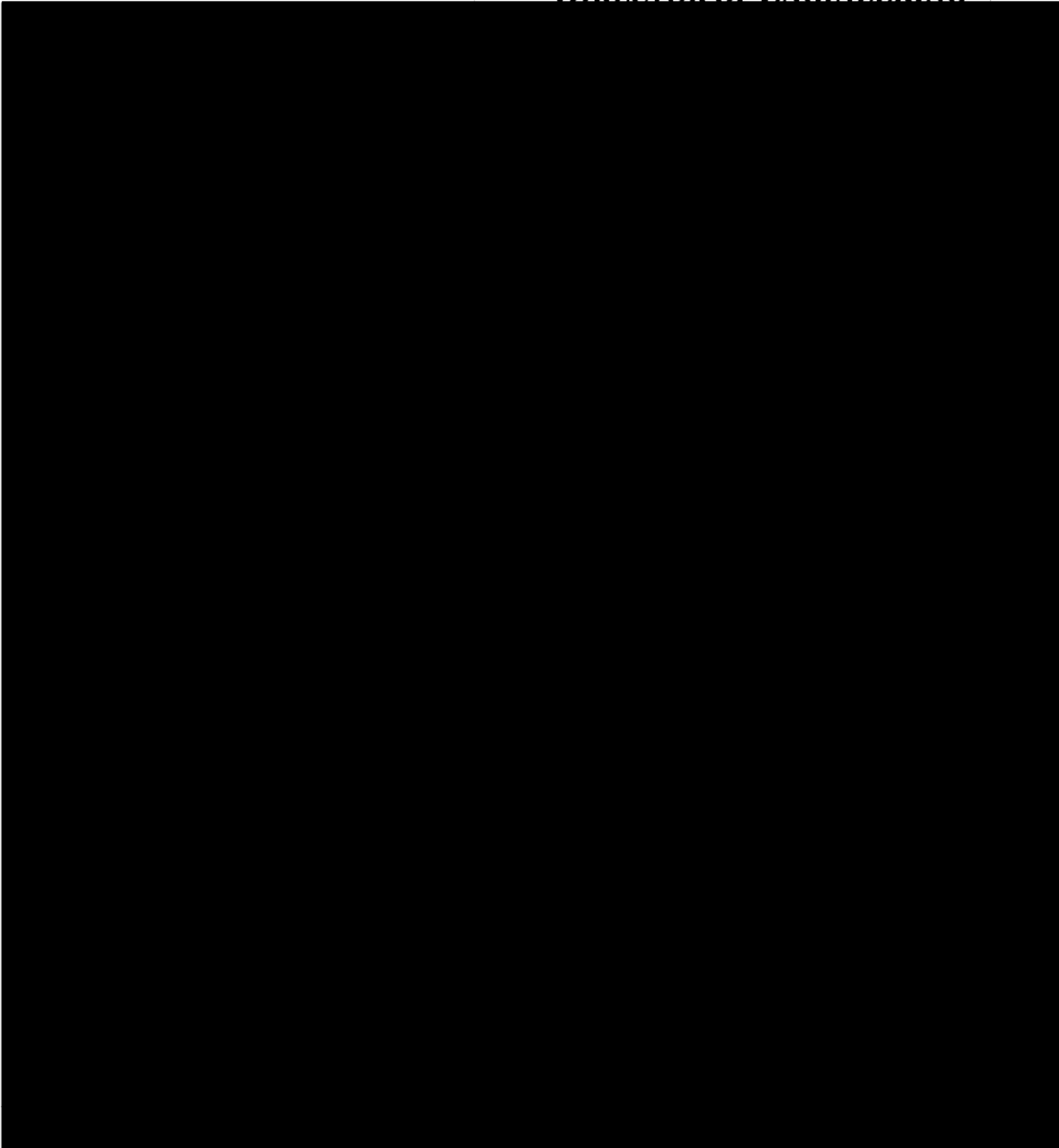
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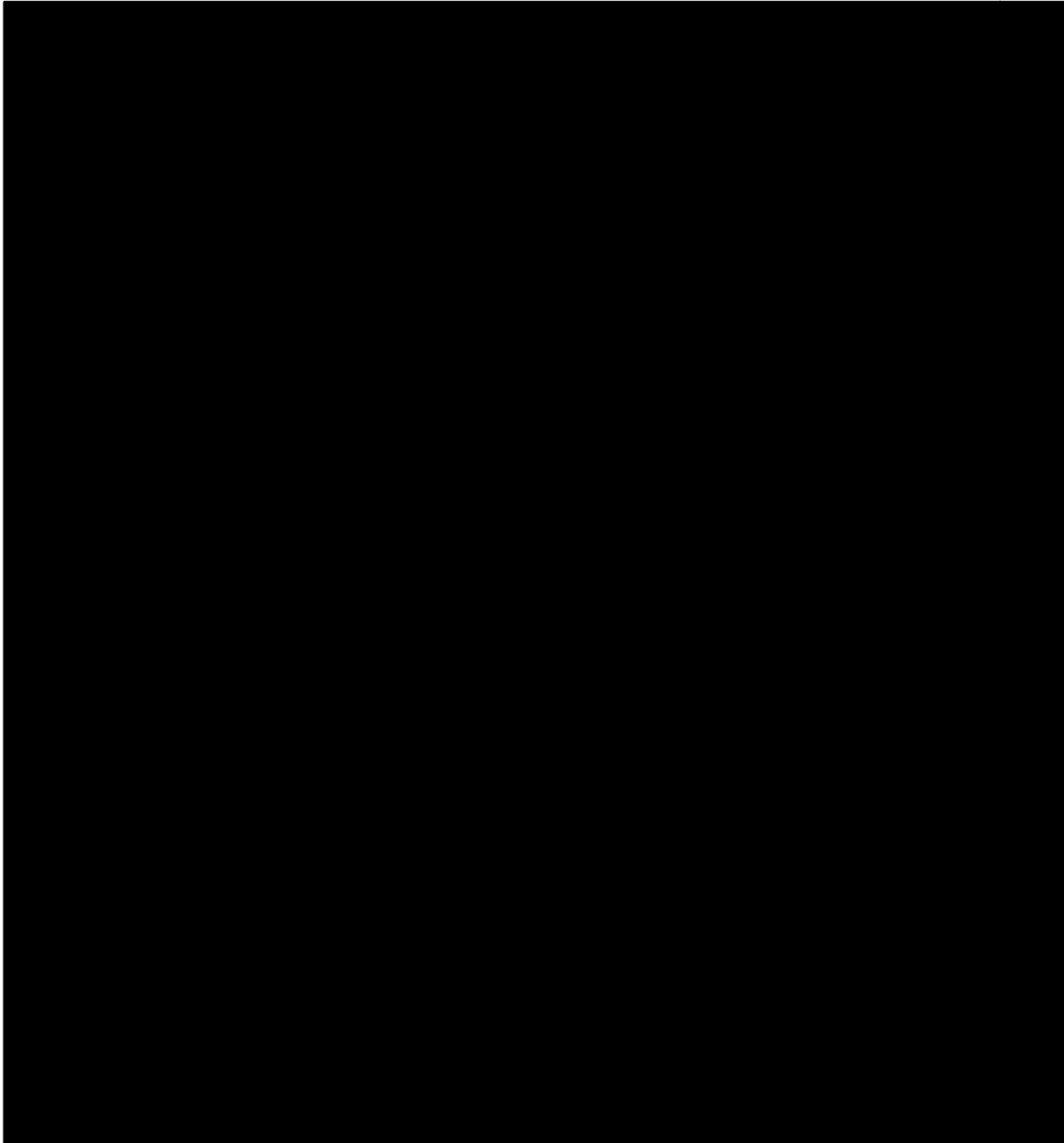




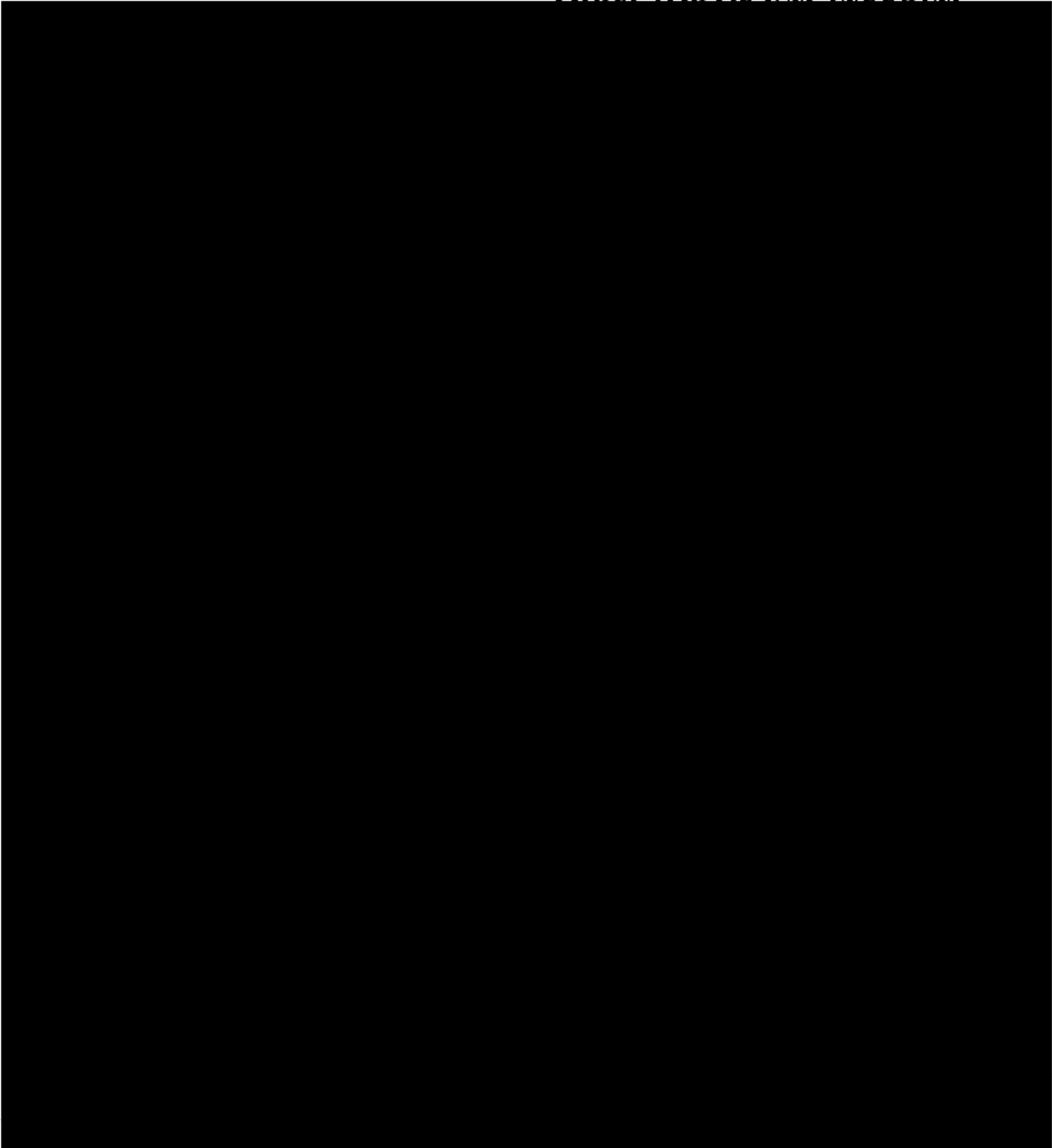
MARK A. KAZICH, P.E.
DIRECTOR OF ENGINEERING



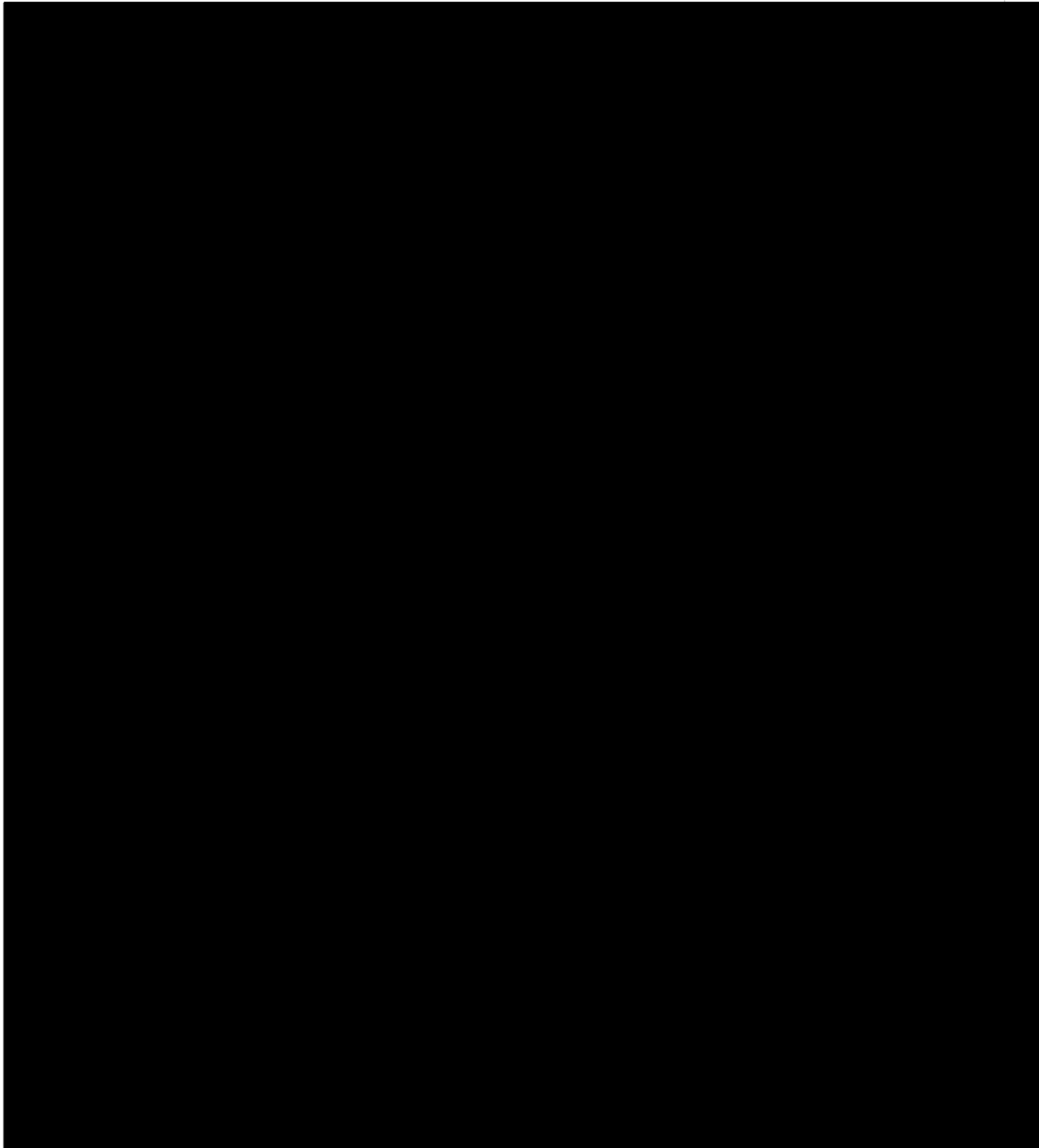
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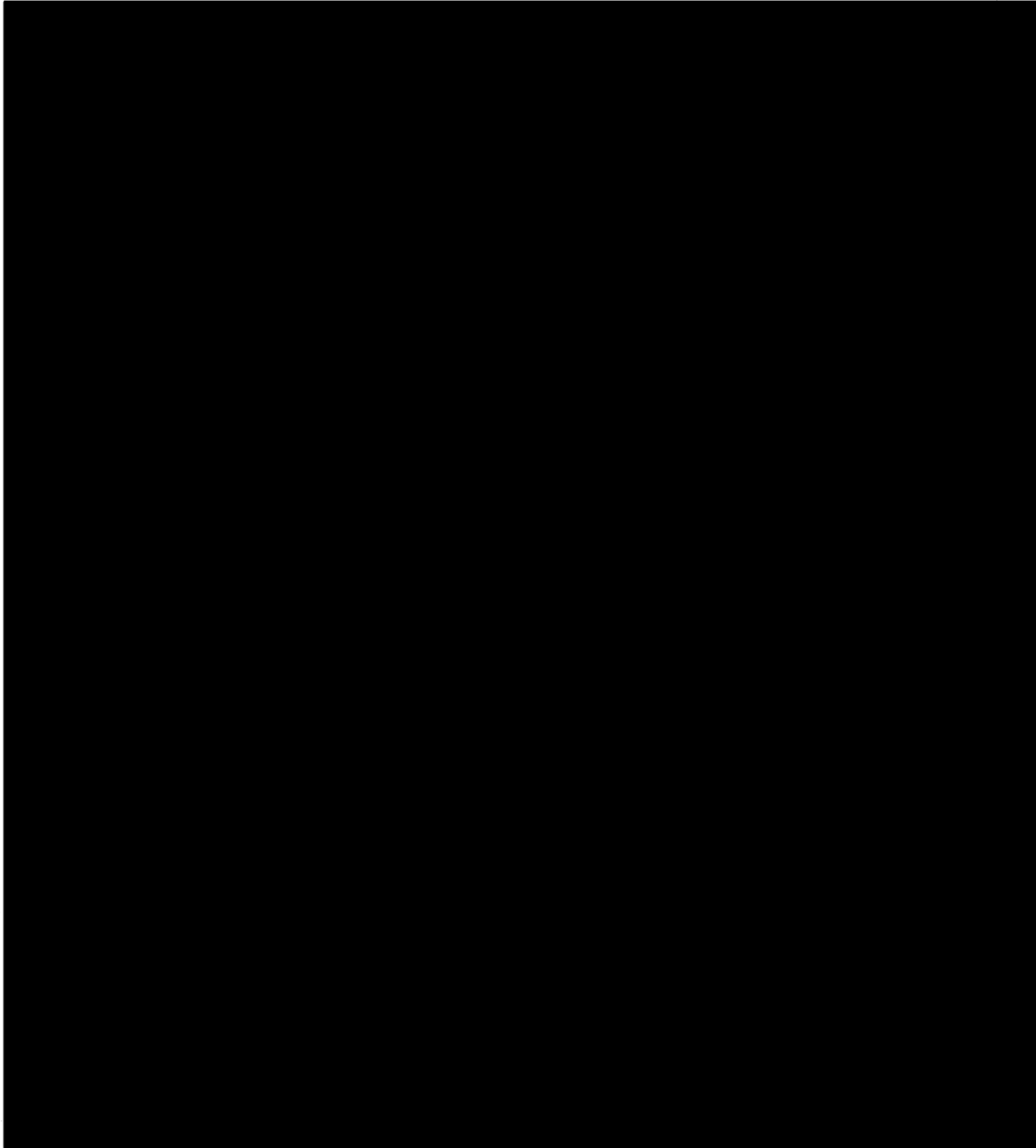
MARK A. KAZICH, P.E.
DIRECTOR OF ENGINEERING

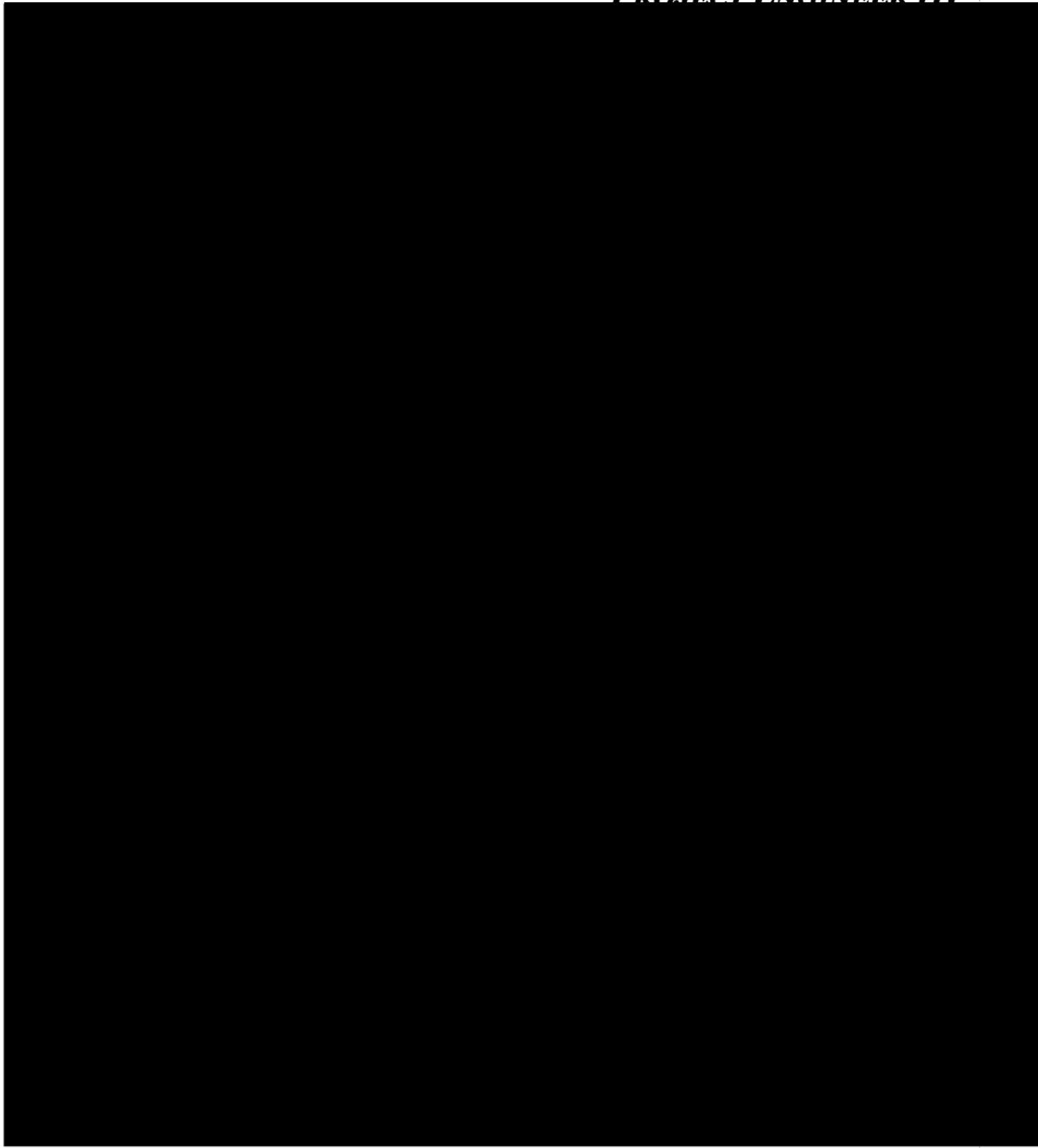


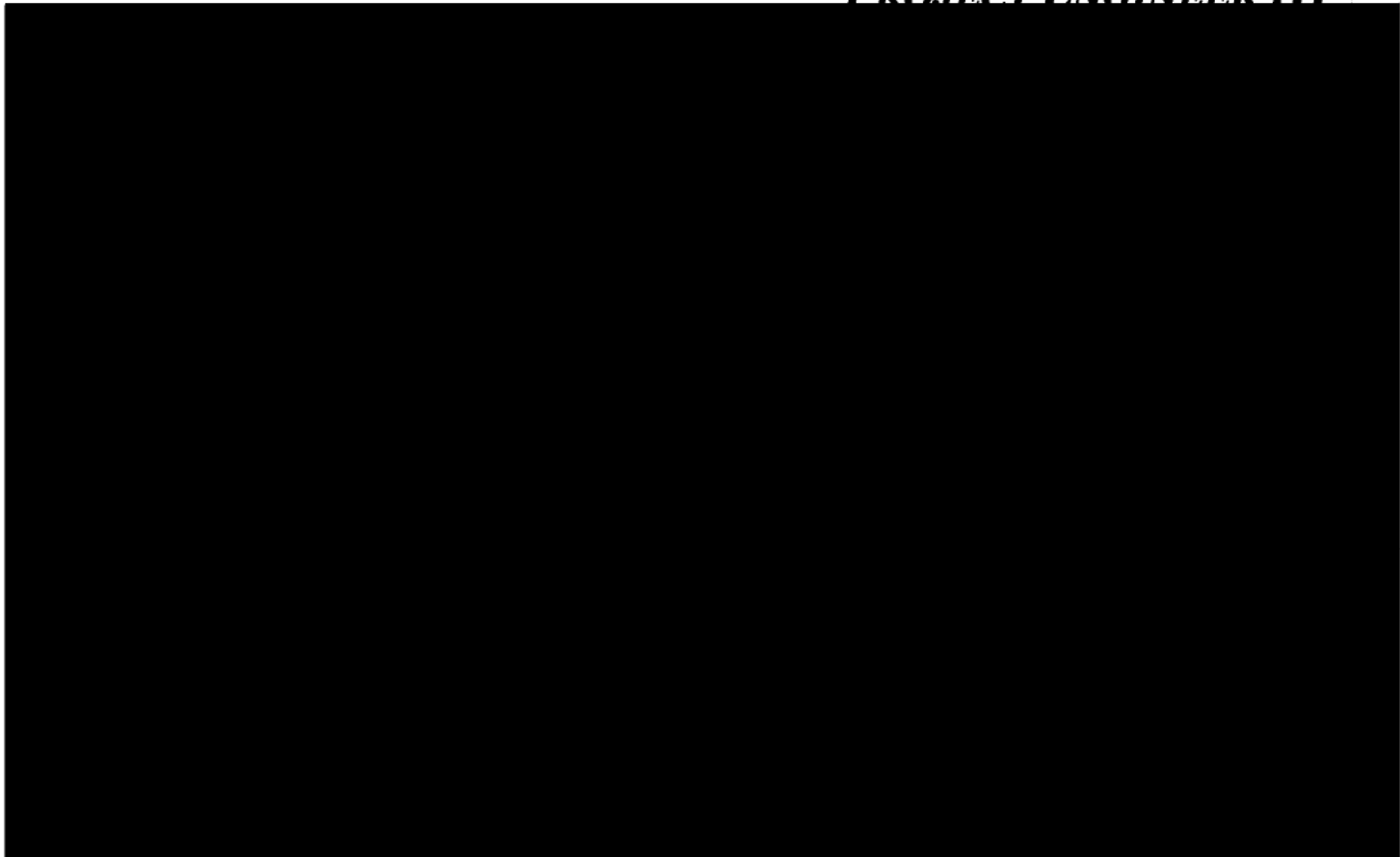
CARMEN DEAN, P.E.
PROJECT ENGINEER III



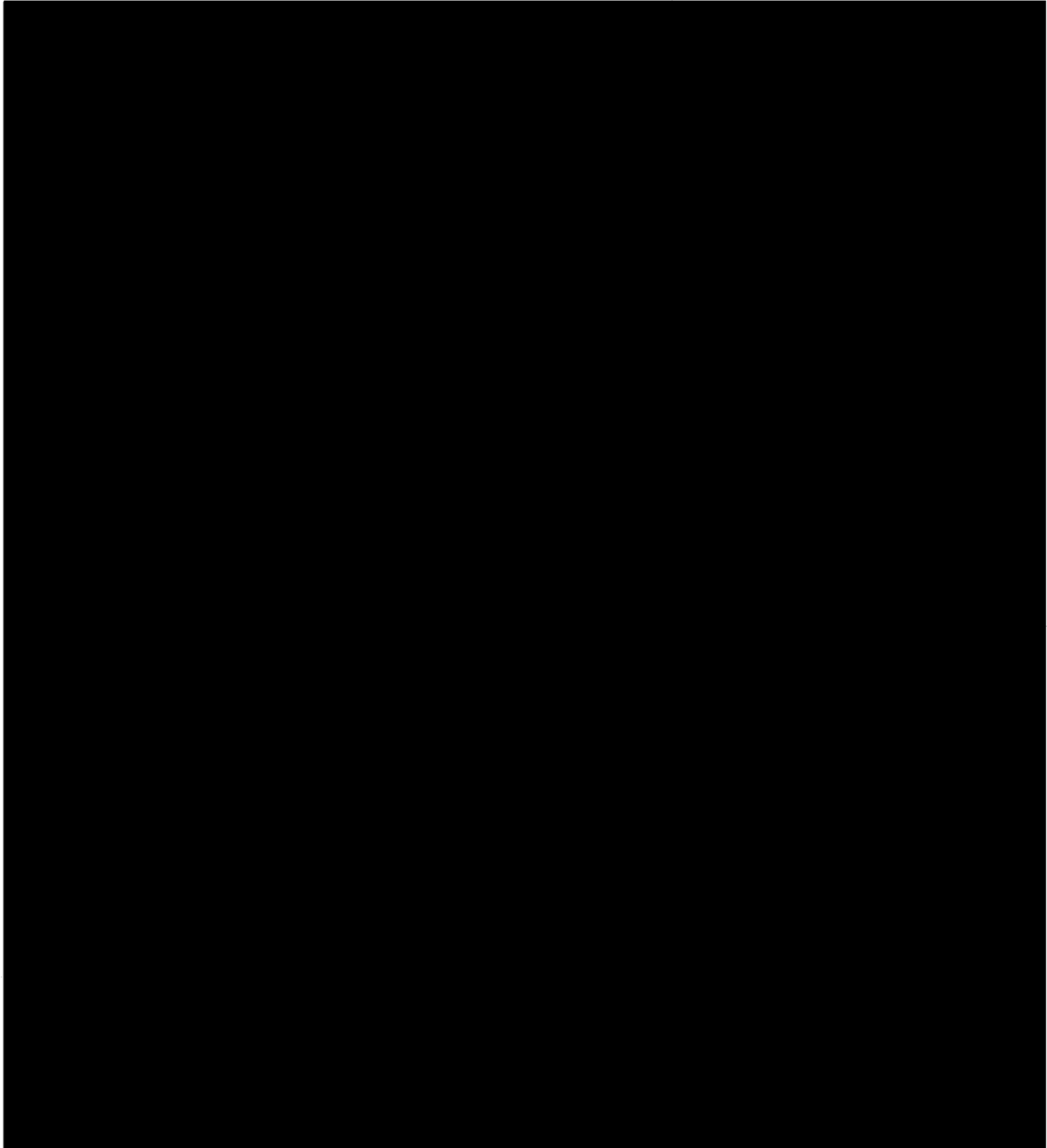
CARMEN DEAN, P.E.
PROJECT ENGINEER III







ROGER STEELE, E.I.T.
PROJECT ENGINEER I



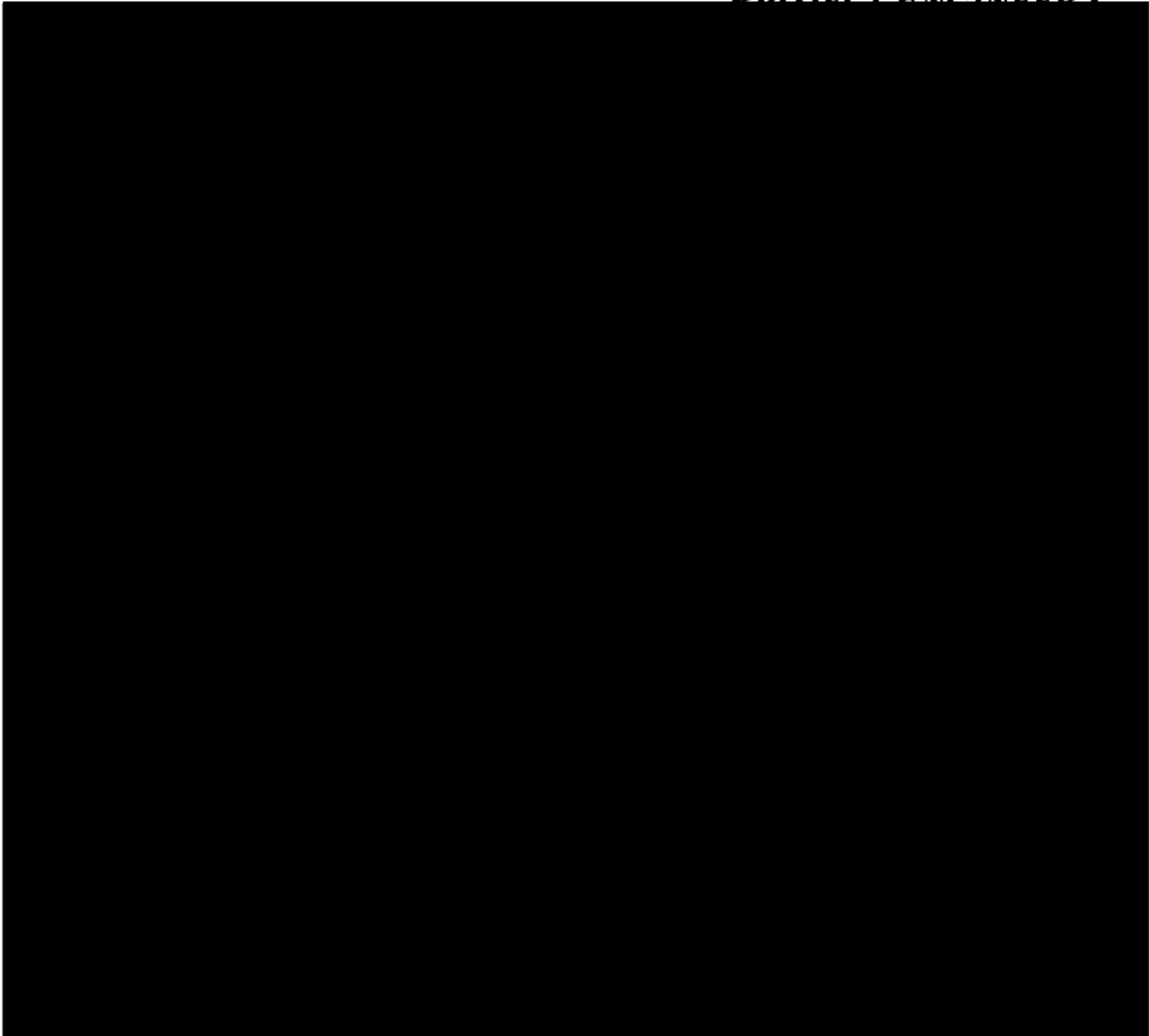


EXHIBIT F

CONTRACT RR-14-5703

(The Roderick Group, Inc.)

SCOPE OF SERVICES

As subconsultant to Singh & Associates, The Roderick Group, Inc. will Phase II design engineering services, for work tasks that may include preparation of contract plans, engineering studies and other technical services as directed by the Tollway.

Specifically, services are expected to include Maintenance of Traffic Plans as well as pavement / parking lot marking and signing plans for those tasks assigned.

EXHIBIT G

CONTRACT RR-14-5703

(The Roderick Group, Inc.)

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
IDOT P-91-141-12	ADA Various Phase I	\$2,000,000.00	\$200,000.00	05/2015
ISTHA I-11-4013	PMO -Program Management	\$3,797,032.50	\$2,000,000.00	12/2016
IDOT C-91-312-13	US 30 Construction Inspection	\$275,995.56	\$175,000.00	N/A
IDOT D-91-009-14	Weber Road Phase II	\$242,866.00	\$100,000.00	12/2015
IDOT C-30-004-14	CREATE -Program Management	\$359,506.49	\$35,000.00	N/A
ISTHA RR-13-4154	Subsurface Utility Engineering	\$1,000,000.00	\$900,000.00	12/2015
IDOT C-91-002-14	Circle Interchange Phase III	\$331,615.00	\$331,615.00	N/A

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-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-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

** 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: T&I Engineers, LLC

Contract Number: RR-14-5703

Proposal Date: 5/12/2015

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: RR-14-5703 Consultant: T&I Engineers, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Project Management	4	4	4	4	4	4	4	4	4	4	4	4	4	48
QC/QA Roadway	16		16		16		16		16		16		16	96
Misc. Support/Reviews	4		4		4		4		4		4		4	24
TOTALS	24	4	24	4	24	4	24	4	24	4	24	4	24	168

Contract No.: RR-14-5703 Consultant: T&I Engineers, LLC

Date: 5/12/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 31 No. OF MONTHS
 SCHEDULED START DATE: 6/1/2015
 RAISE DATE: 1/1/2016
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
6/1/2015 - 12/31/2015	1/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017	-	-	-	-
7.0	12.0	12.0	31.0	31.0	31.0	31.0
22.58%	39.87%	41.07%				
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period		

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
-	-	-	-	-	-	-
31.0	31.0	31.0	31.0	31.0	31.0	31.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period		

The escalation factor for this project is: 103.52%

Contract No.: RR-14-5703

Consultant: T&I Engineers, LLC

Date: 5/12/2015

Escalation Factor: 103.52%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

						DIRECT COST		OVERTIME PREMIUM	
						Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:		
						Total Estimated Work Hours:	Average Hourly Rate:		
						Total Direct Labor	Total Overtime Premium:		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	40.00			
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	200.00			
No	Senior Engineer/Planner	\$40.00	\$70.00	\$50.00	\$51.76	132.00			
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner <input type="checkbox"/>	\$25.00	\$60.00						
No	Staff Engineer/Planner	\$20.00	\$40.00	\$30.00	\$31.06	40.00			
No	Engineer /Accountant	\$20.00	\$60.00	\$40.00	\$41.41	24.00			
No	Senior Technical Specialist	\$25.00	\$60.00						
No	Technical Specialist	\$15.00	\$50.00						
No	Architect	\$30.00	\$70.00						
No	Realty Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						
No	Admin/Clerical	\$8.25	\$40.00						

EXHIBIT "1"

Contract No.: RR-14-5703 Consultant: T&I Engineers, LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

- B. **ALLOWABLE DIRECT COSTS - based on link below**
http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWEDIRECTCOSTS_08012008.PDF

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 2,569.93

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**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 IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE 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 CSE Manual allowance.

Contract No.: RR-14-5703

Consultant: T&I Engineers, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Michael H. Lee

Project Manager: Michael H. Lee

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: Ken Hemstreet

Others: Name: Kenneth Spitz

Classification: Senior Engineer

Name: Wojciech K. Garczewski

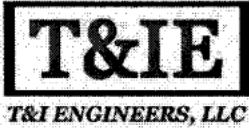
Classification: Staff Engineer

Name: Hoyoung K. Lee

Classification: Staff Engineer

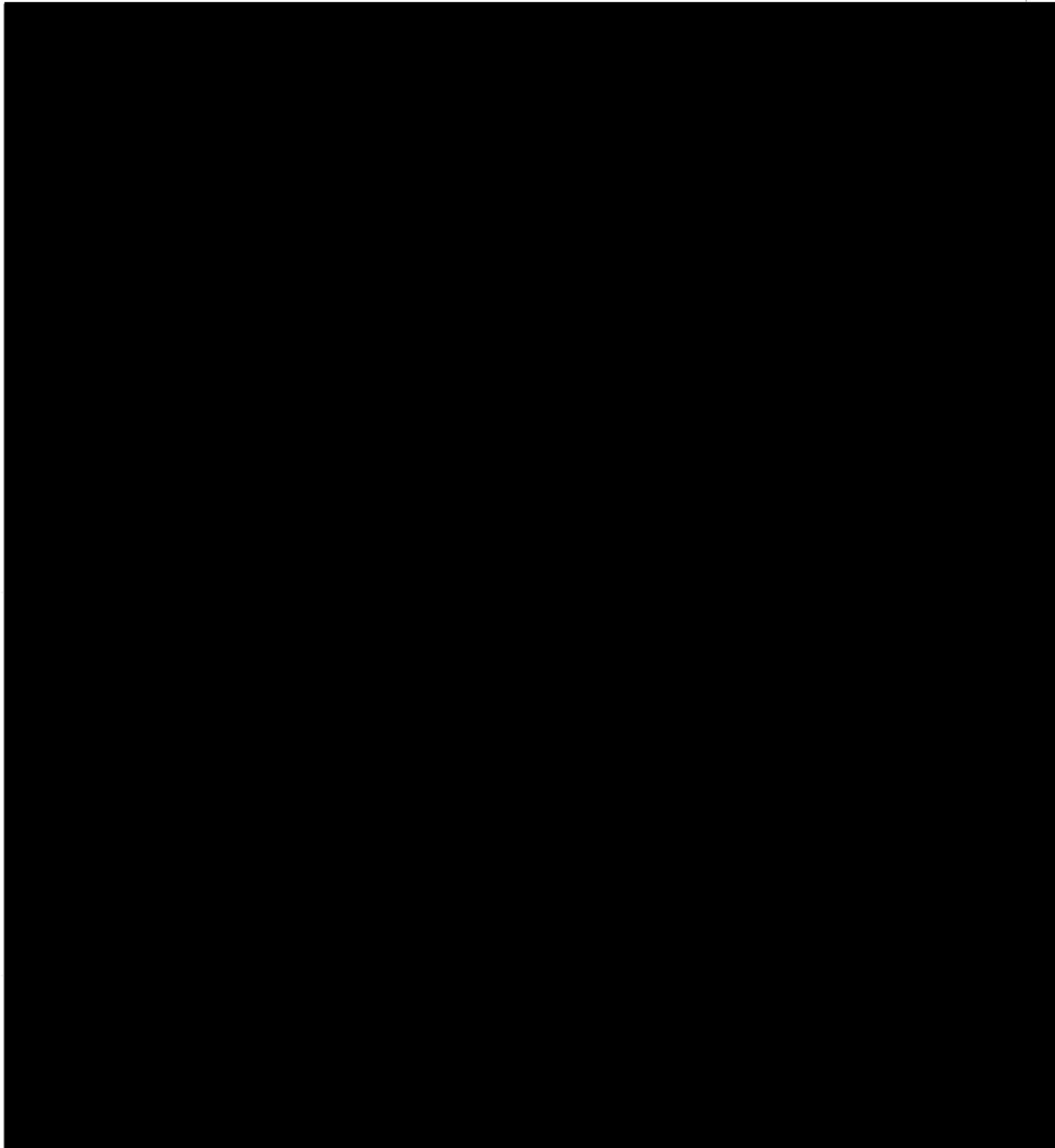
Name: Jessica L. Miller

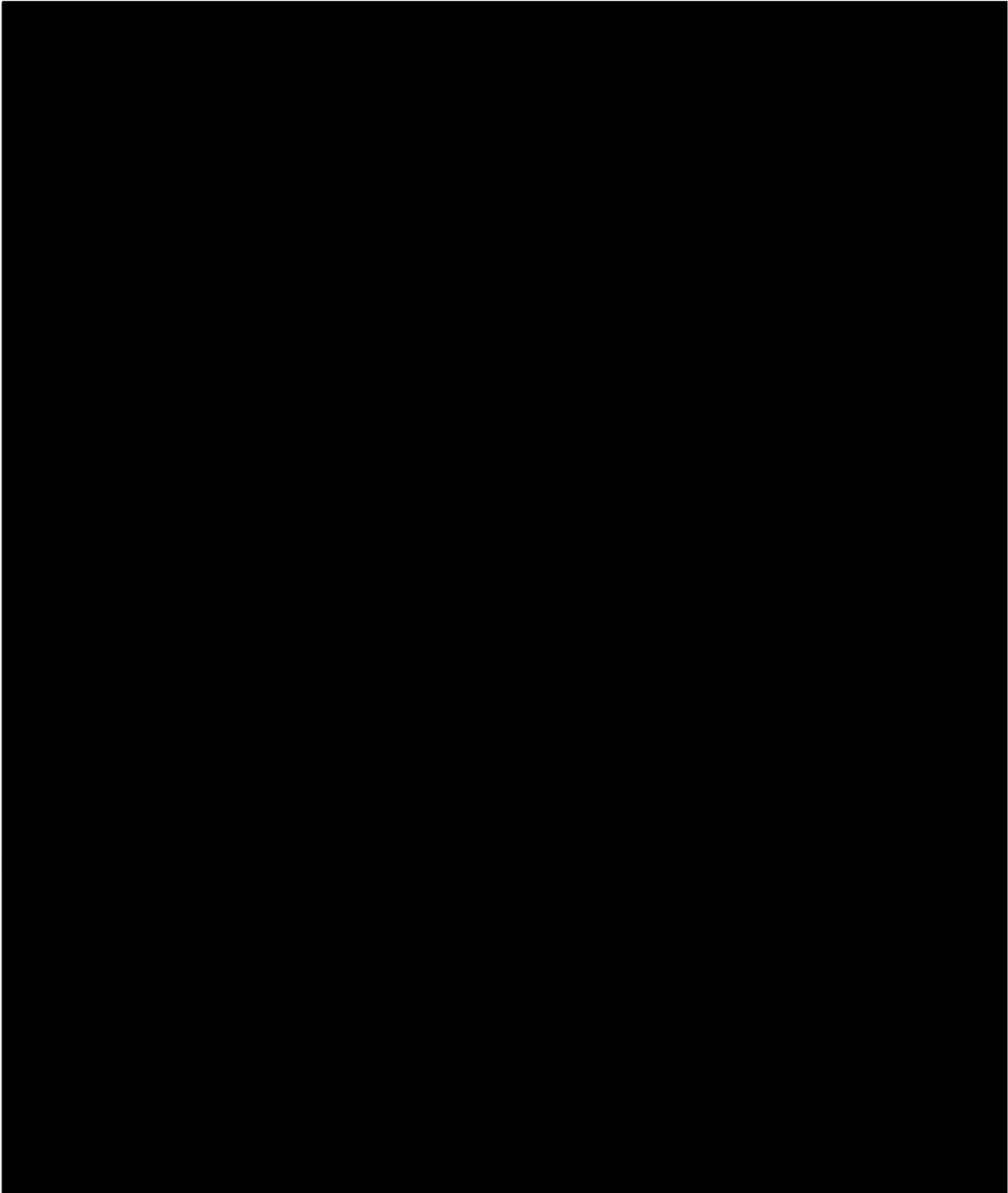
Classification: Accountant

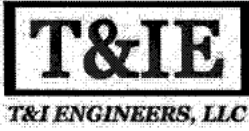


Michael H. Lee, P.E.

Project Experience

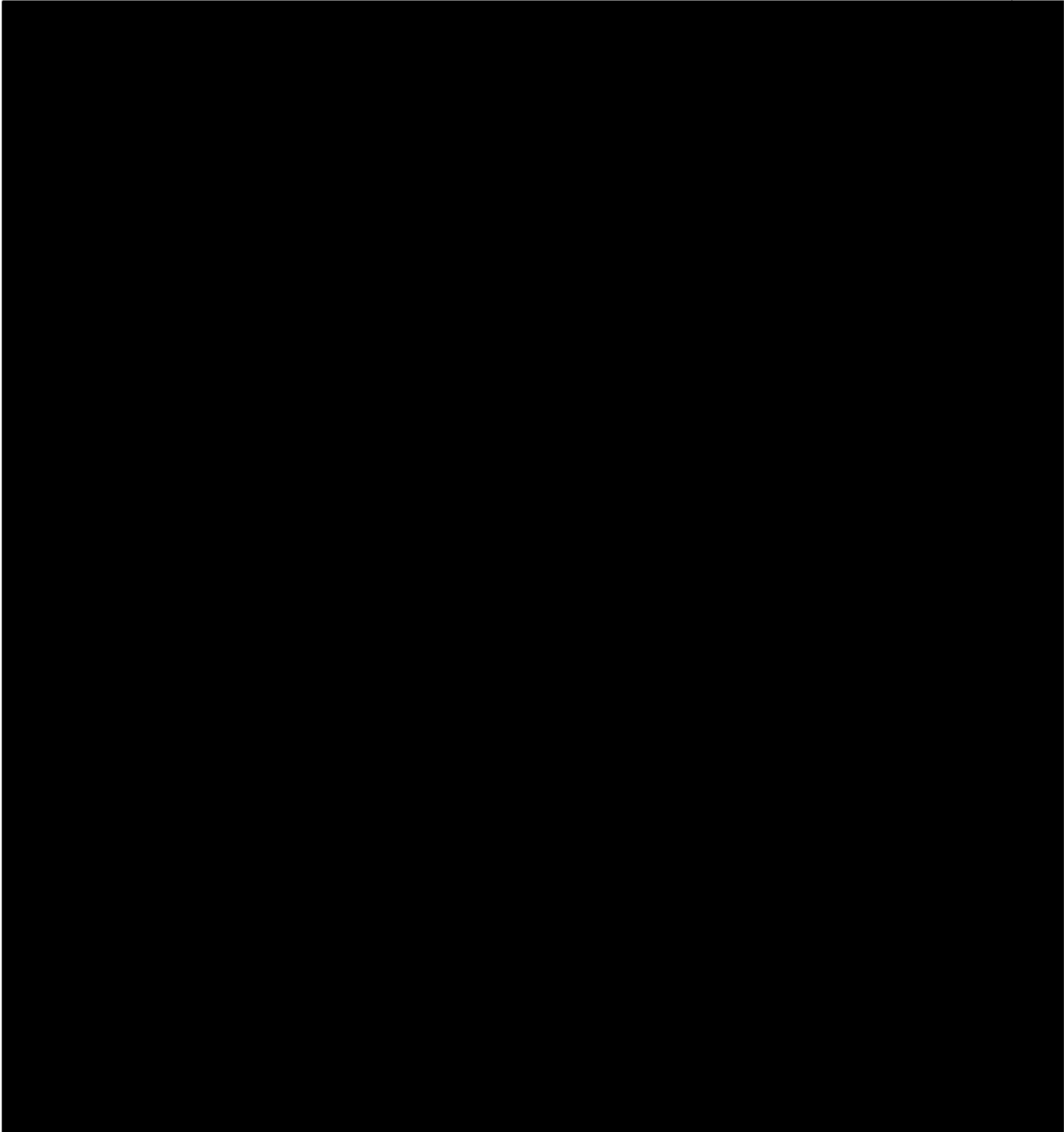


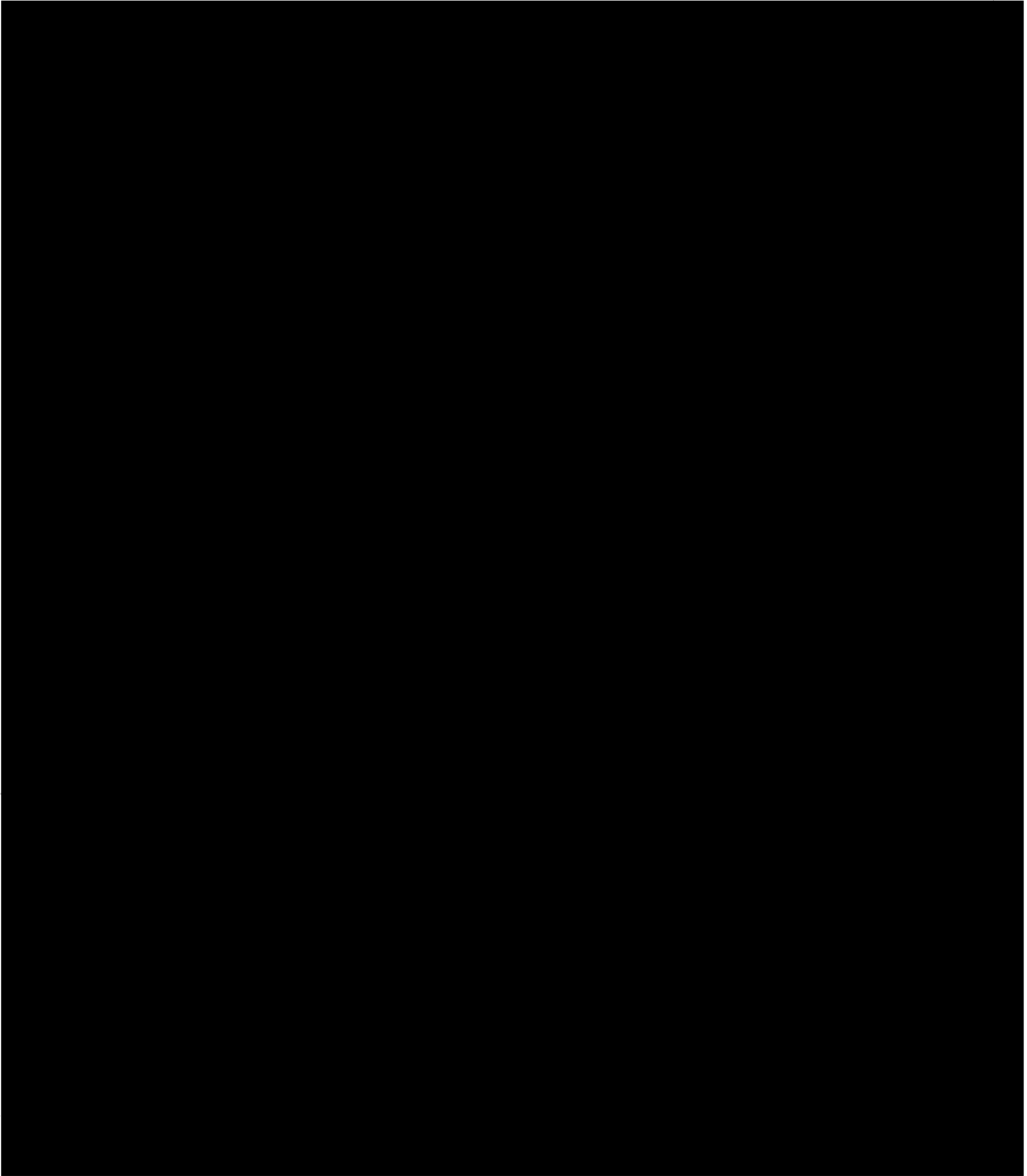




Ken Hemstreet, P.E.

Relevant Project Experience

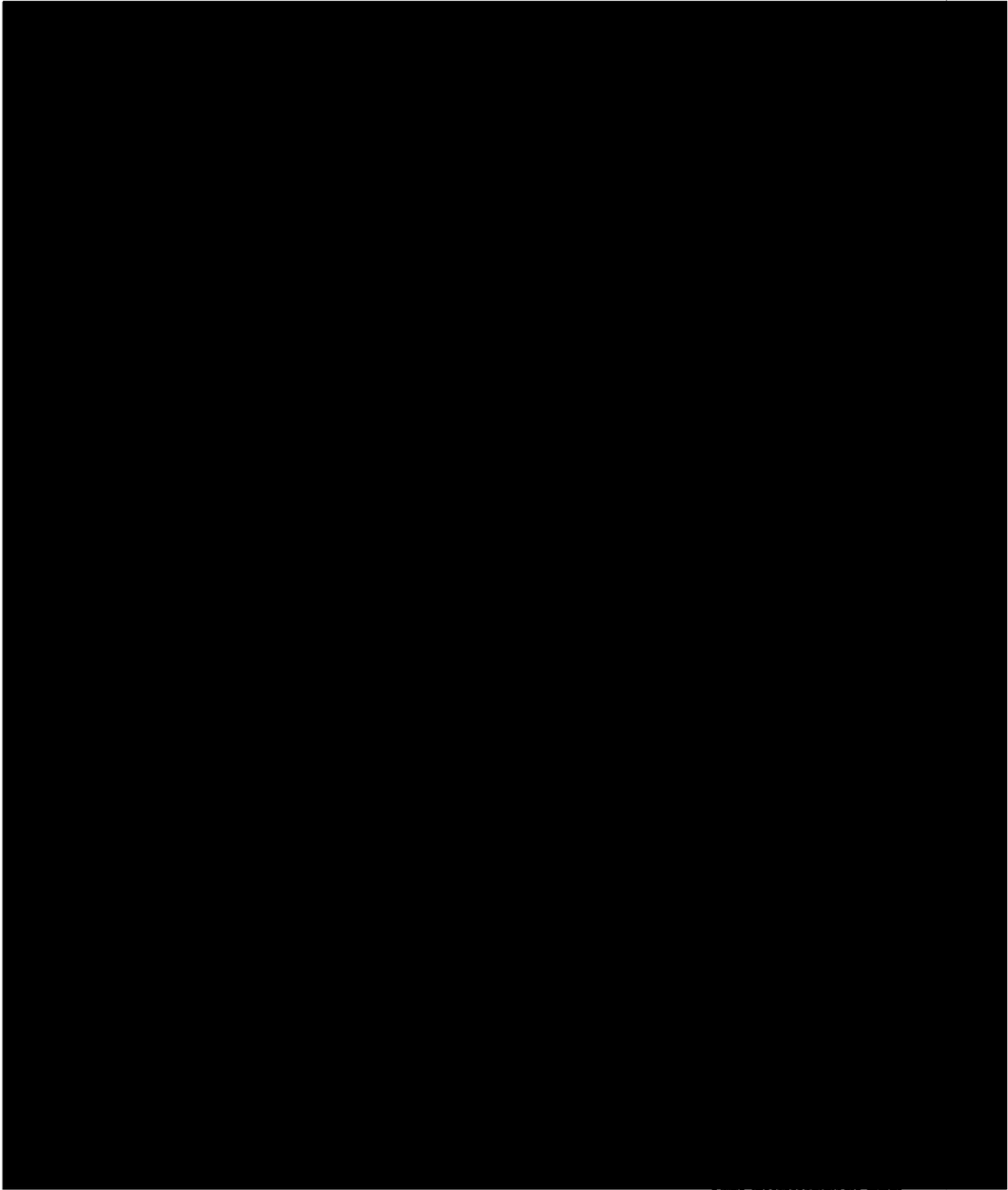






T&I ENGINEERS, LLC

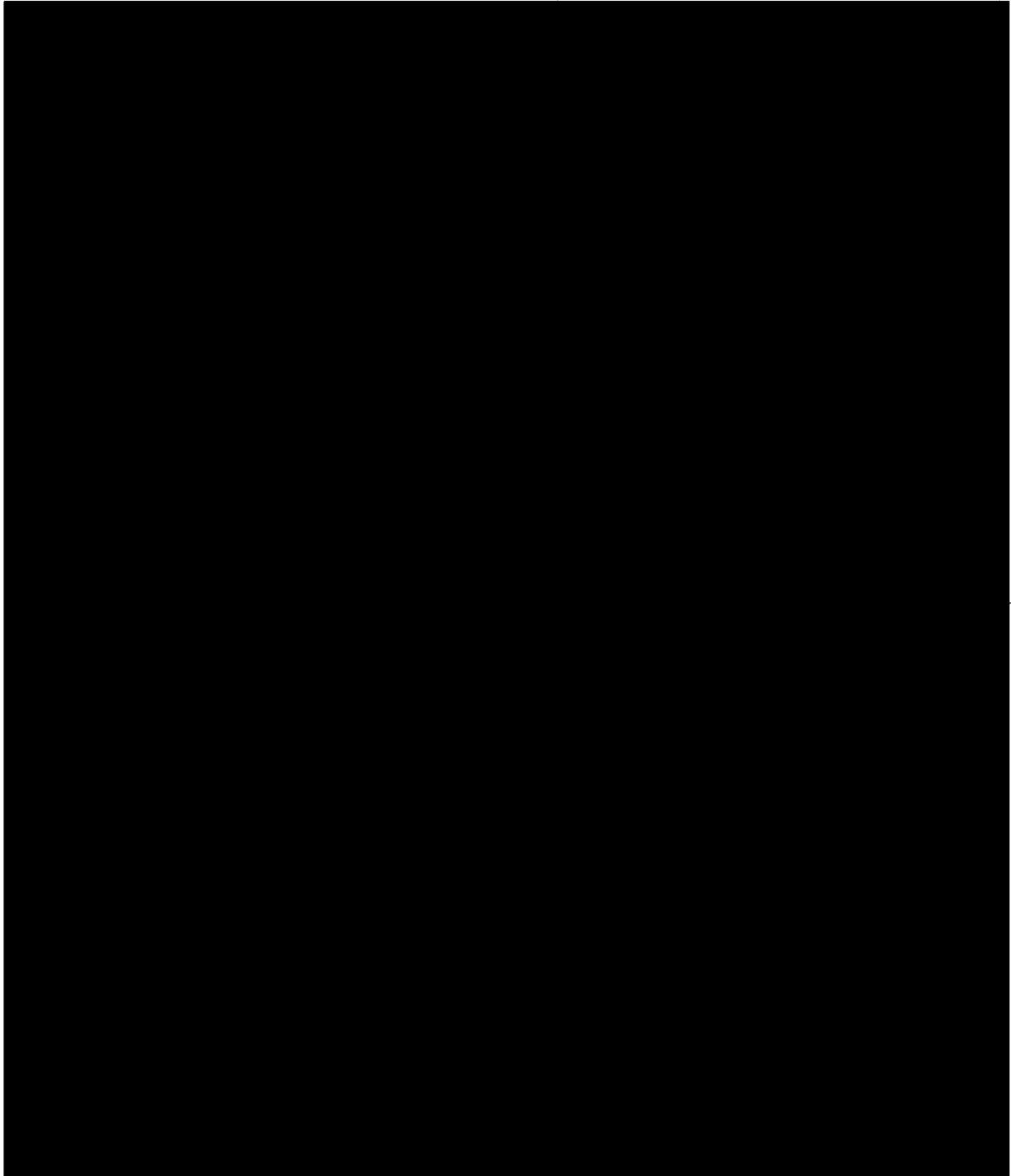
Kenneth Spitz, AICP



T&I ENGINEERS, LLC

EXHIBIT "1"

Page 205 of 273

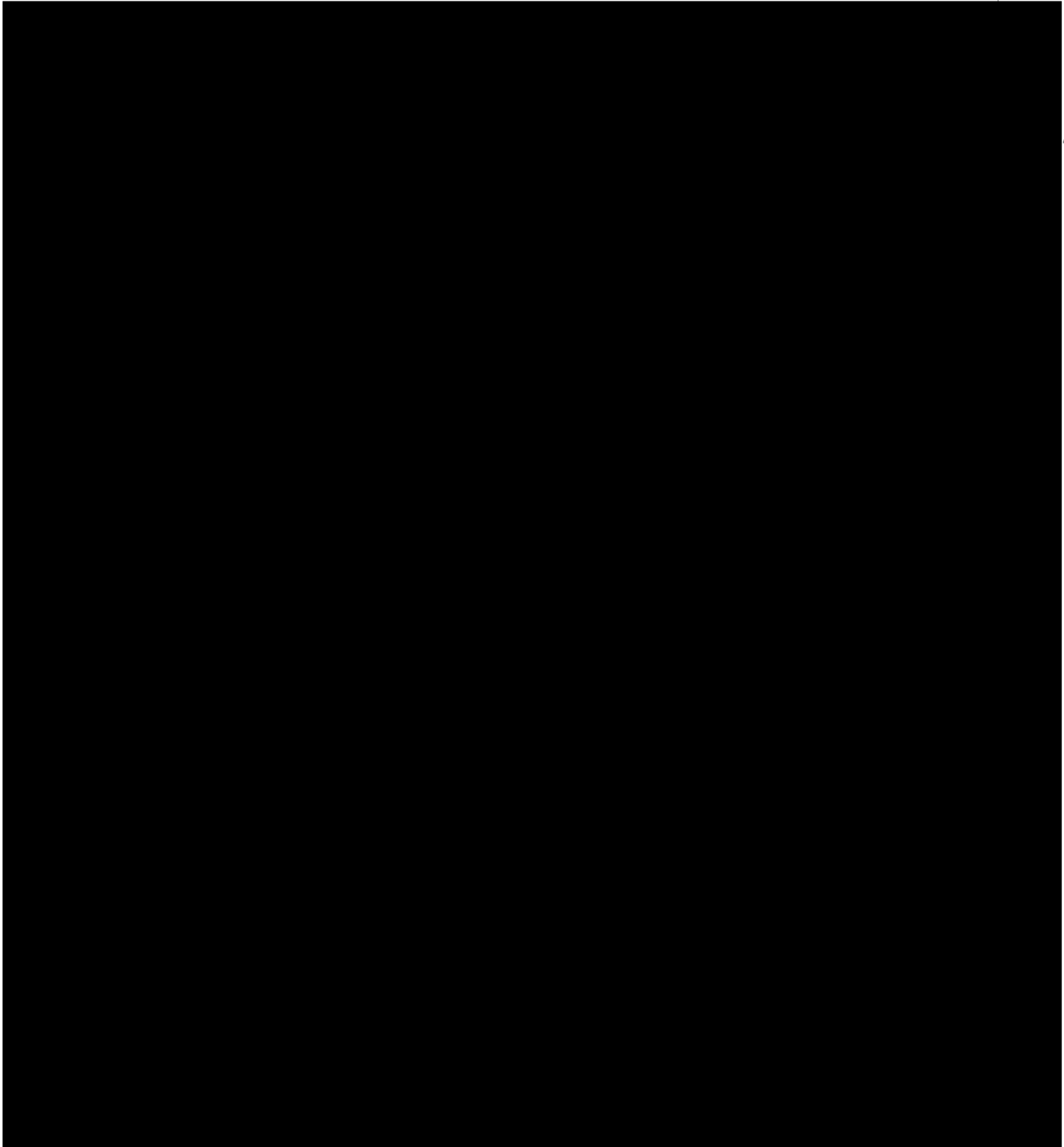


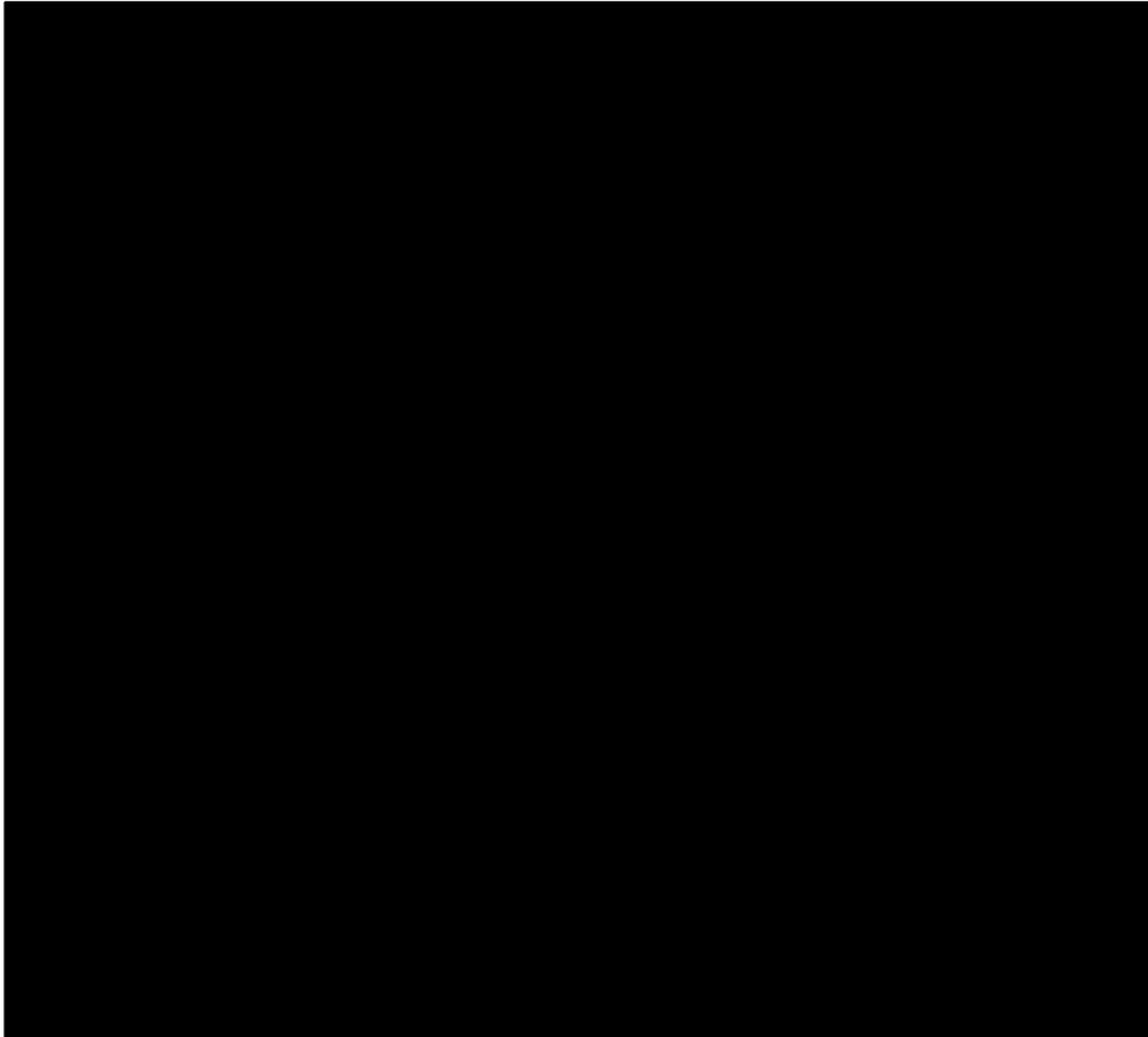


T&I ENGINEERS, LLC

Wojciech K. Garczewski

Project Experience

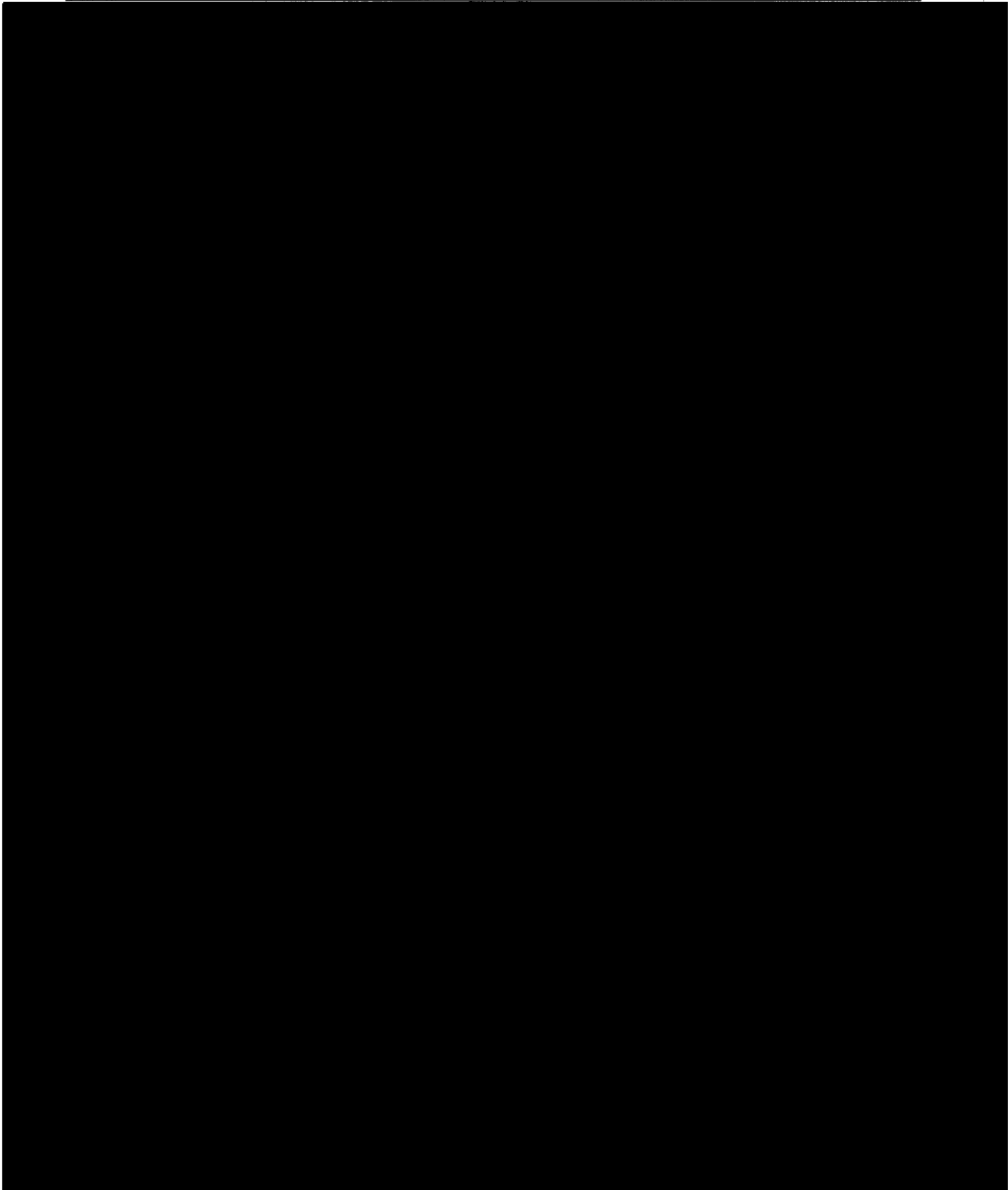






T&I ENGINEERS, LLC

Hoyoung K. Lee





T&I ENGINEERS, LLC

Jessica L. Miller

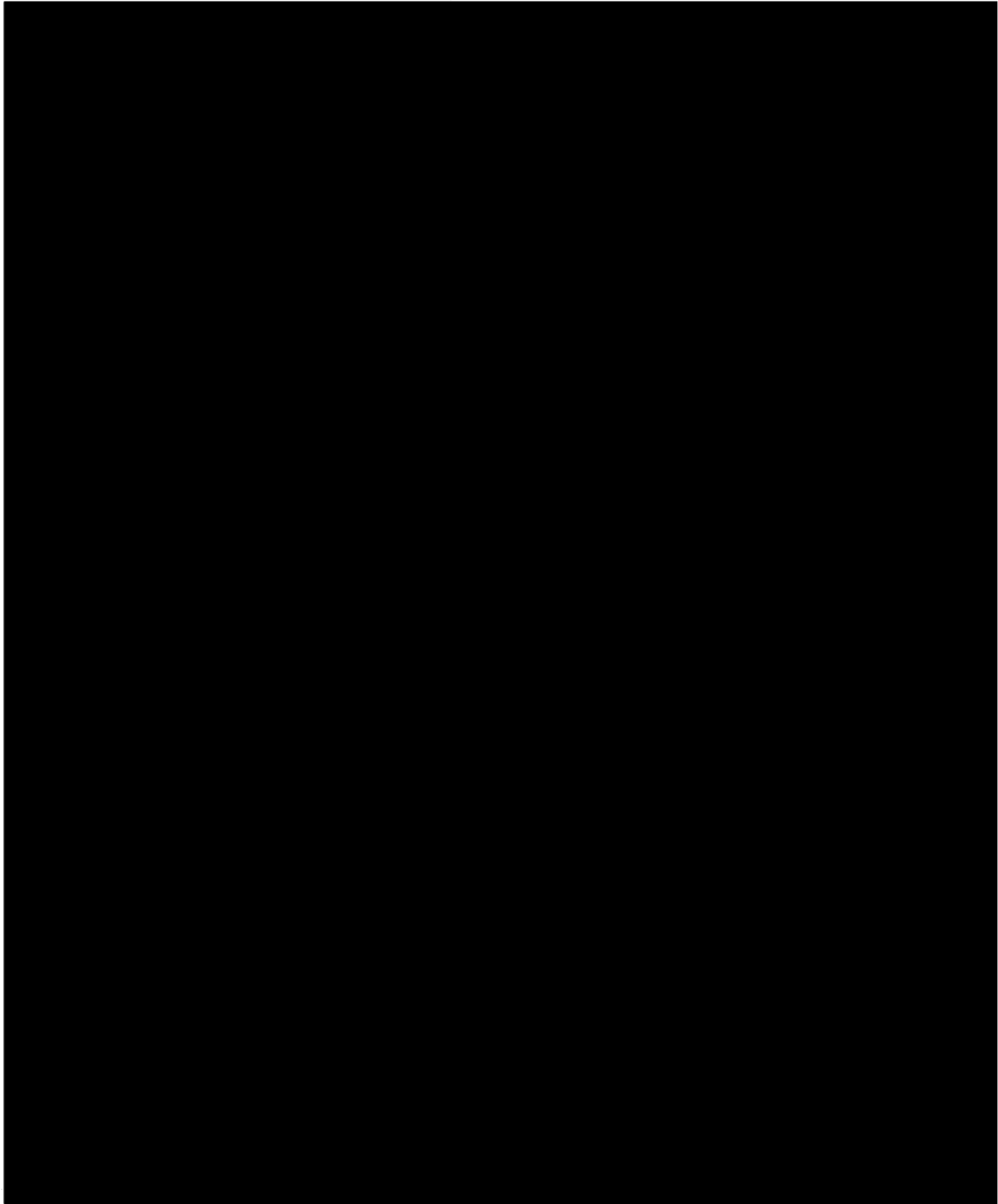


EXHIBIT F

**CONTRACT RR-14-5703
DESIGN UPON REQUEST SYSTEMWIDE
PSB 14-3 ITEM # 5**

T&I ENGINEERS, LLC

SCOPE OF SERVICES

T&I Engineers (T&IE) will be the subconsultant to Singh & Associates, Inc. to provide QC/QA Roadway task and other miscellaneous engineering support and reviews as required for the project.

EXHIBIT G

CONTRACT RR-14-5703

(T&I Engineers, LLC)

CURRENT OBLIGATIONS FOR PROJECTS

Route & Job No.	Work Scope & Description of Project	Fee (including all Supplemental Agreements and Extra Work Orders)	Fee Remaining to be Earned	Estimated Date of Completion
IDOT PTB 175-015 IL 53/IL 68	Phase II Roadway Design	Under negotiation	TBD	February 2016
Illinois Tollway PSB 14-3, Item 4 RR-14-4224	Tri-state Planning Studies & Master Plan	Under negotiation	TBD	TBD

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-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-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

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

** Additional services funds require prior authorization before use

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Parsons Transportation Group

Contract Number: RR-14-5703

Proposal Date: 5/12/2015

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: RR-14-5703

Consultant: Parsons Transportation Group

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Truck Parking Feasibility Study Phase II Design	80	80	80	80	80	72	72	72	72	72	72	72	72	904
TOTALS	80	80	80	80	80	72	72	72	72	72	72	72	72	904

Contract No.: RR-14-5703

Consultant: Parsons Transportation Group

Date: 5/12/2015

Escalation Factor: 102.54%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST - OVERTIME PREMIUM	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Overtime Premium:		Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	
							Total Estimated Work Hours:	Average Premium O/T Hourly Rate:			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	8.00	2,512.00	\$52.01			
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	24.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$70.00	\$70.00	540.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00								
No	Staff Engineer/Planner	\$20.00	\$40.00								
No	Engineer /Accountant	\$20.00	\$60.00								
No	Senior Technical Specialist	\$25.00	\$60.00	\$58.00	\$59.47	792.00					
No	Technical Specialist	\$15.00	\$50.00	\$37.00	\$37.94	1140.00					
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00								
No	Admin/Clerical	\$8.25	\$40.00	\$32.63	\$33.46	8.00					

EXHIBIT "1"

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**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 IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE 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 CSE Manual allowance.

Contract No.: RR-14-5703

Consultant: Parsons Transportation Group

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Richard A. Hill

Project Manager: William Olson

Project Engineer: Randolph Butler

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Paul Belella

Classification: Principal Project Manager

Name: Rosalyn Wilson

Classification: Senior Technical Specialist

Name: _____

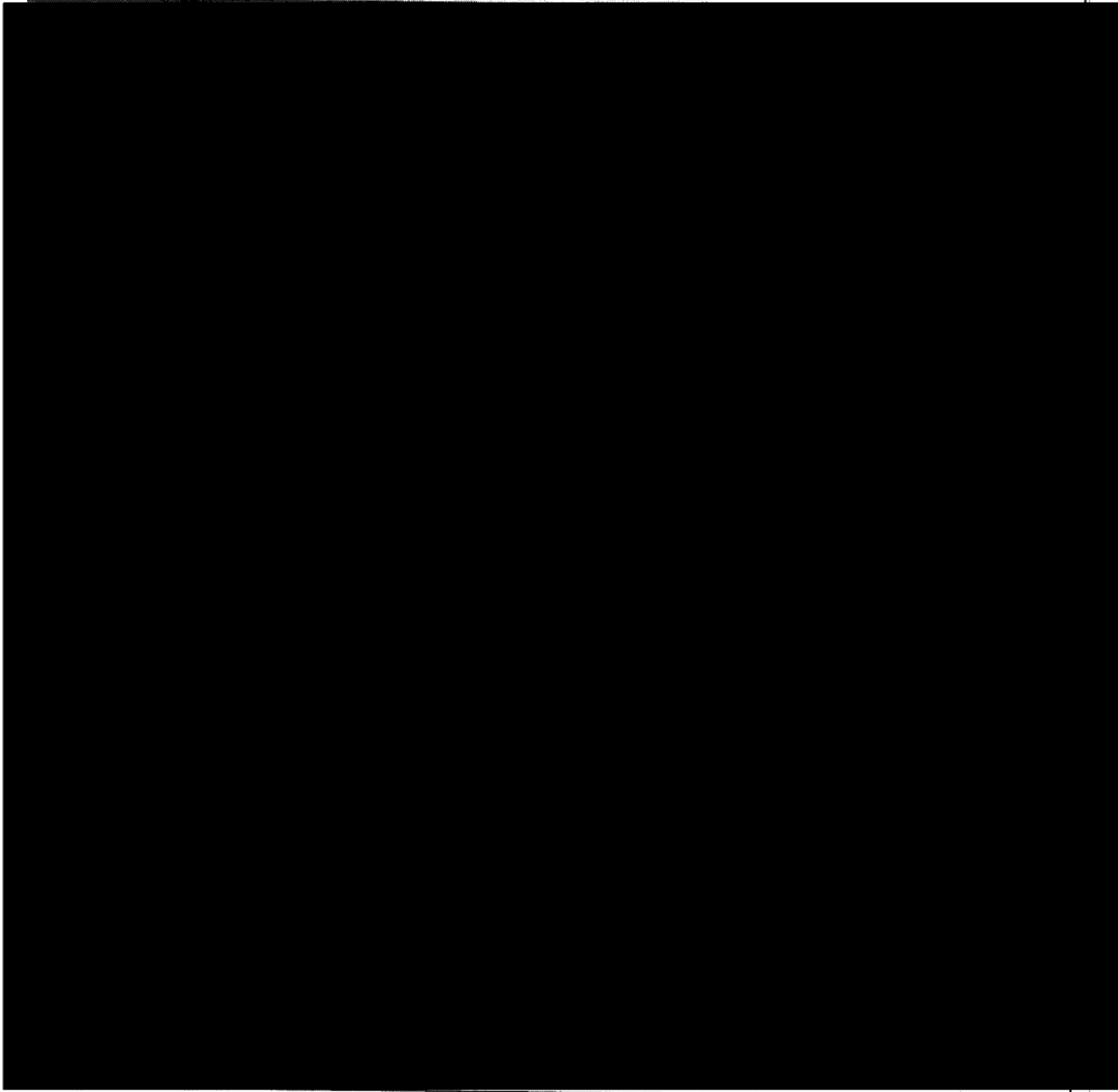
Classification: _____

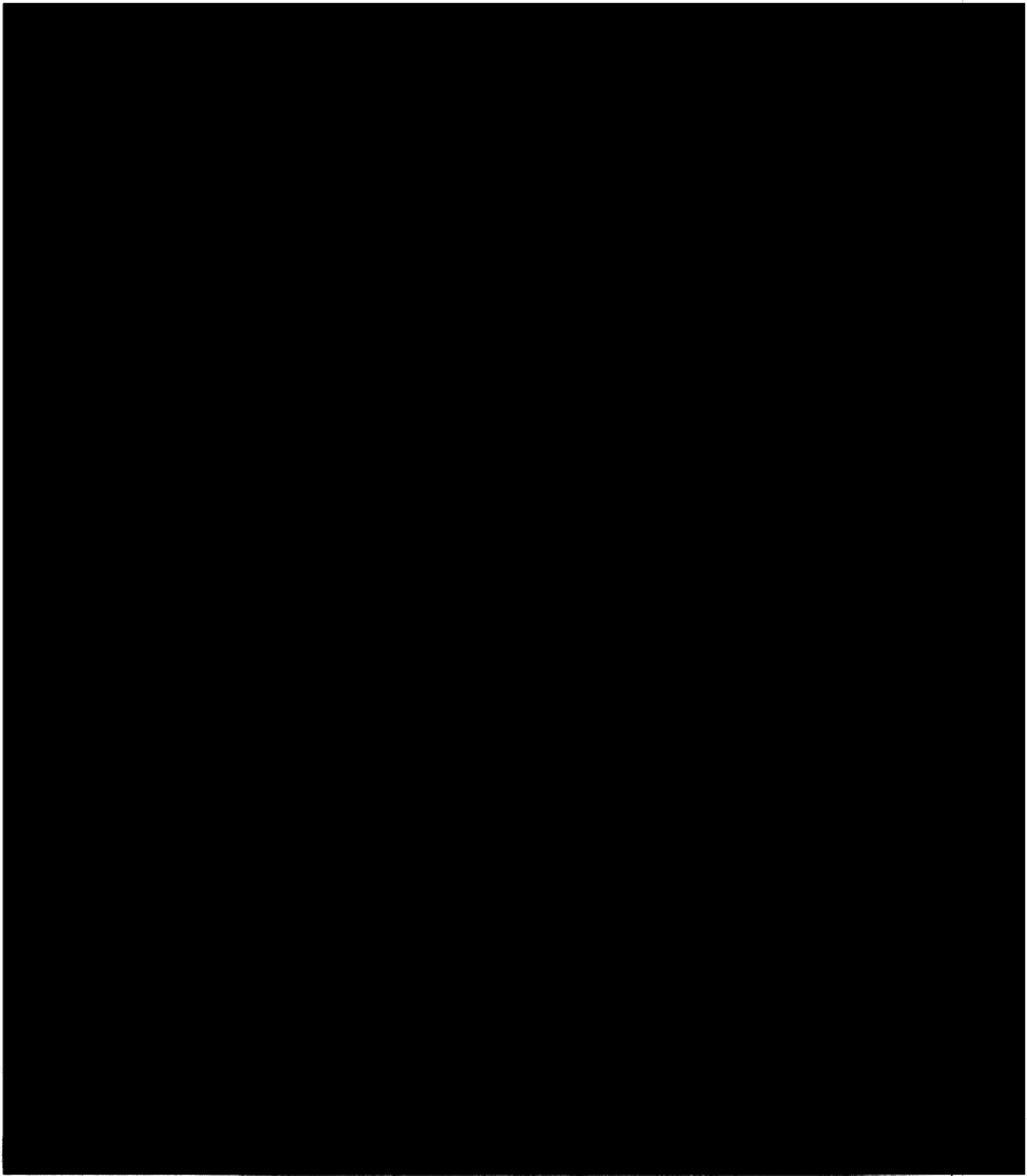
Name: _____

Classification: _____

PARSONS

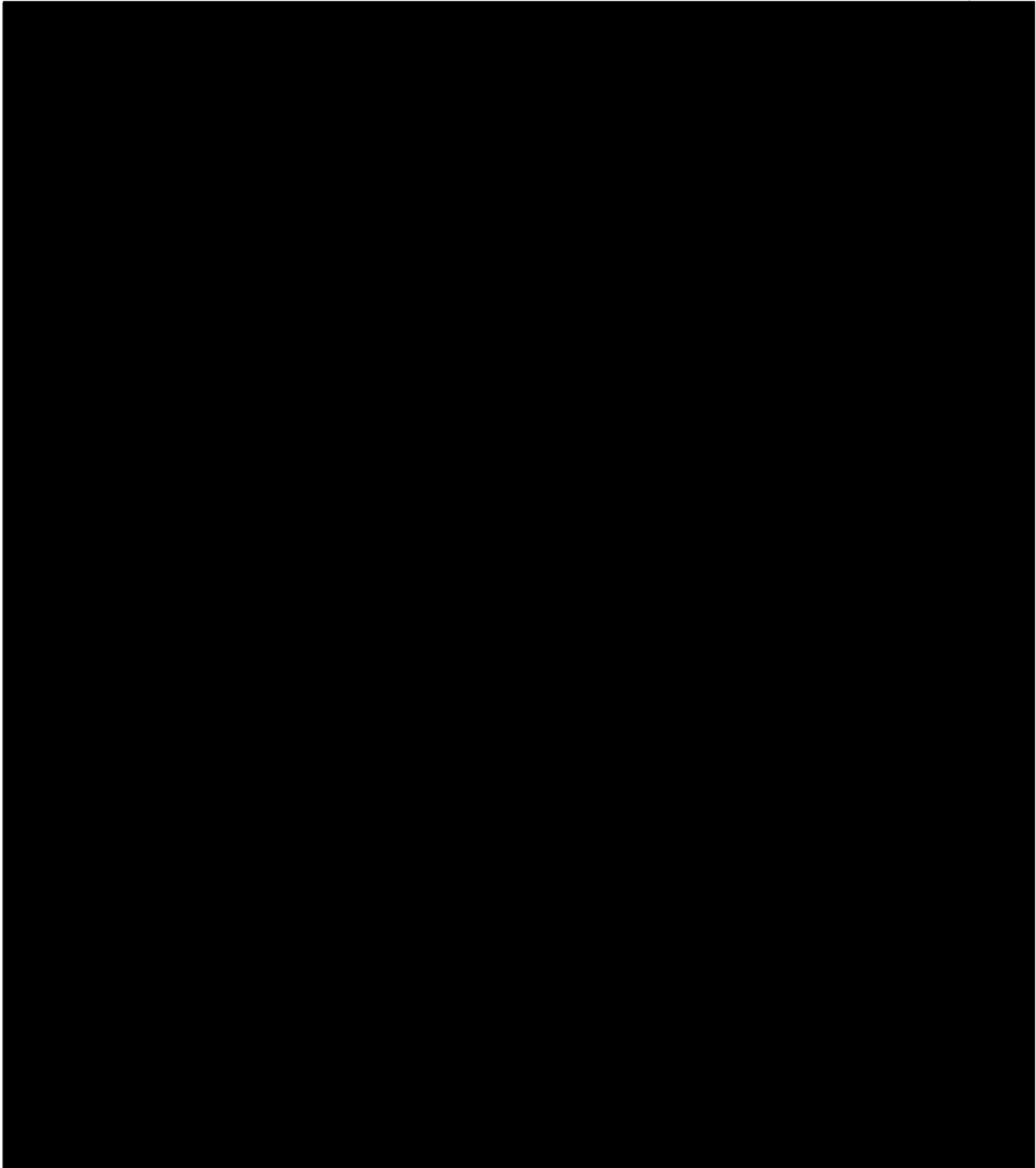
Richard Hill, PE
PROJECT PRINCIPAL





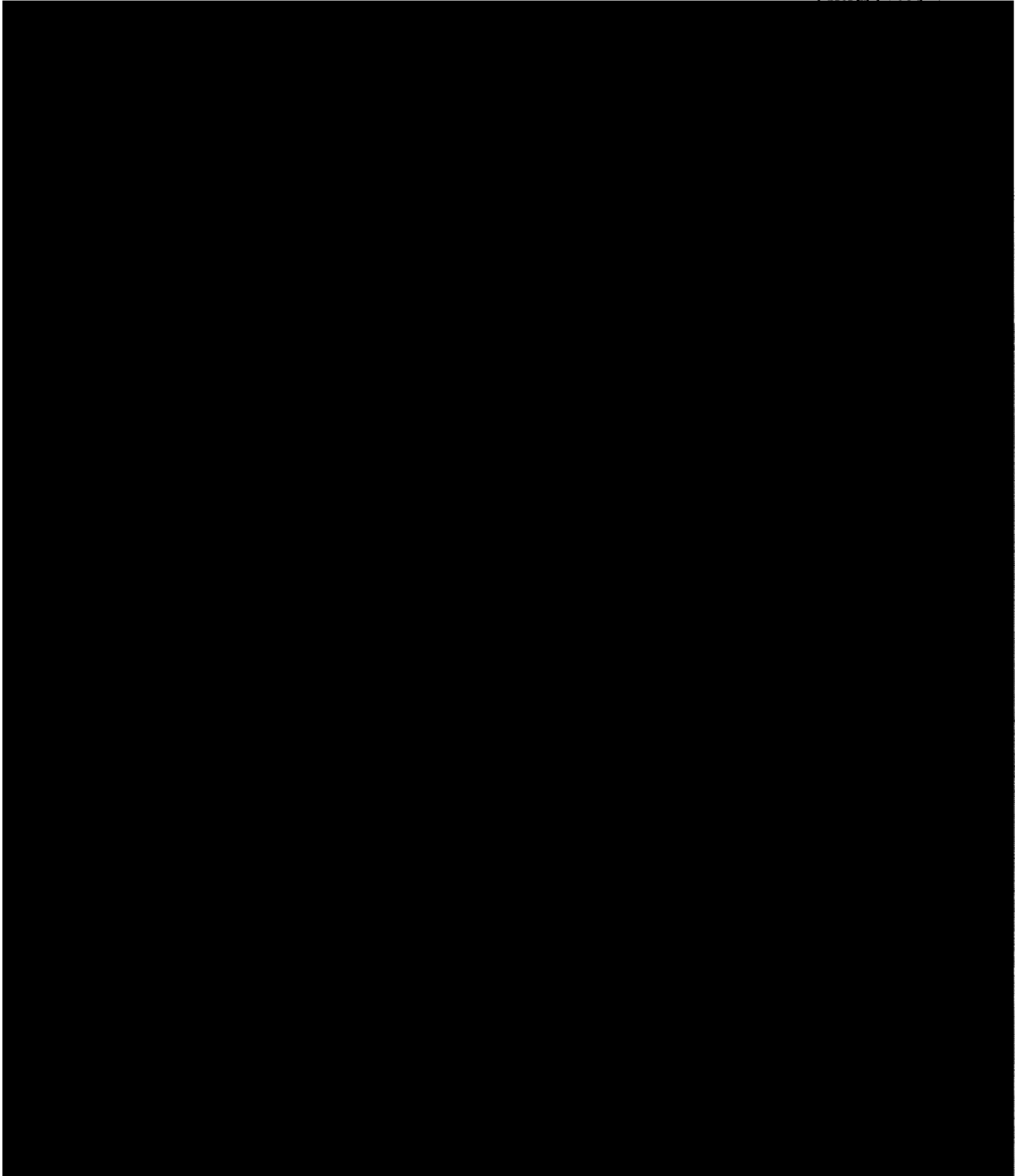
PARSONS

William Olson, PE
PROJECT MANAGER



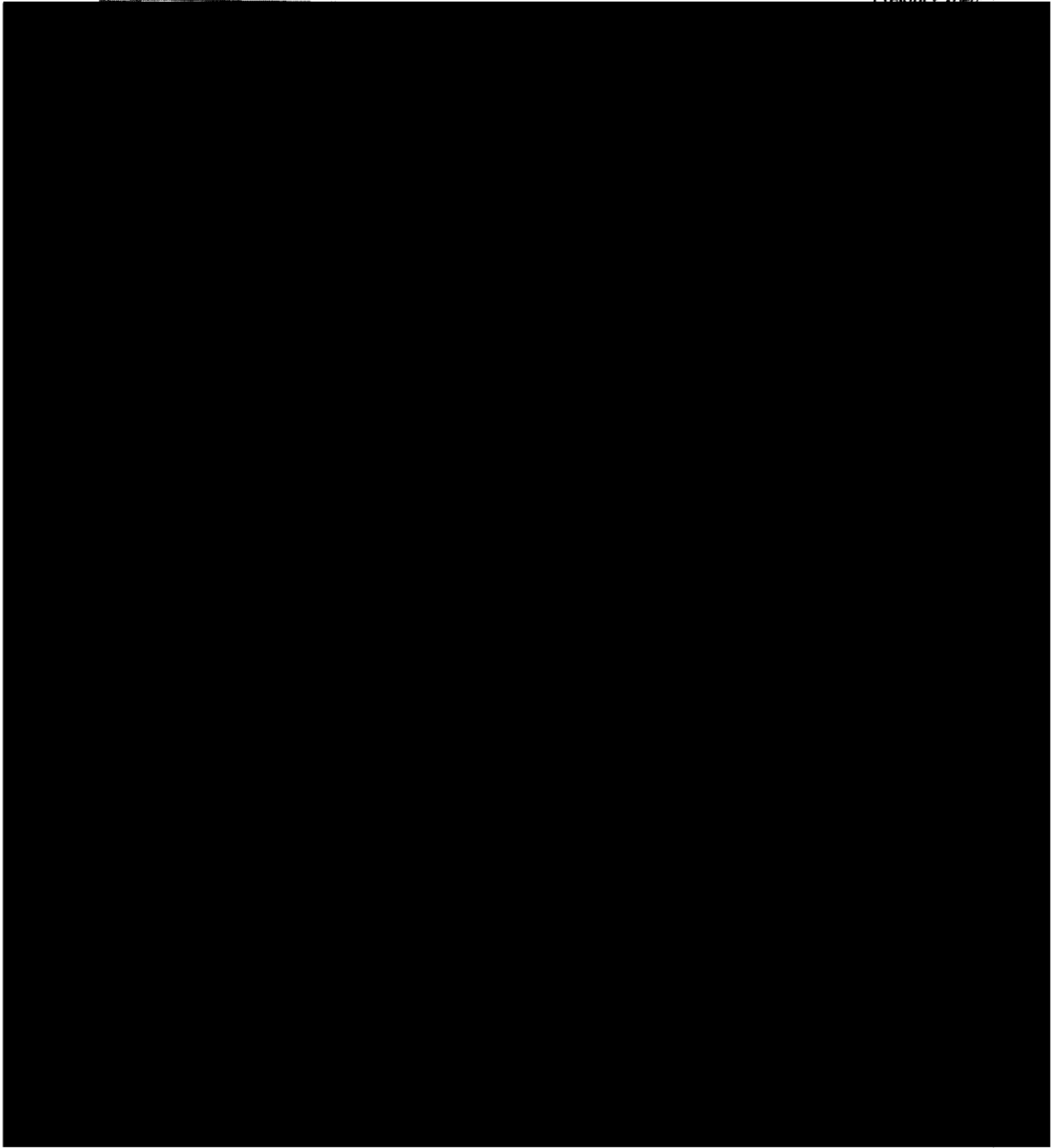
PARSONS

RANDOLPH W. BUTLER



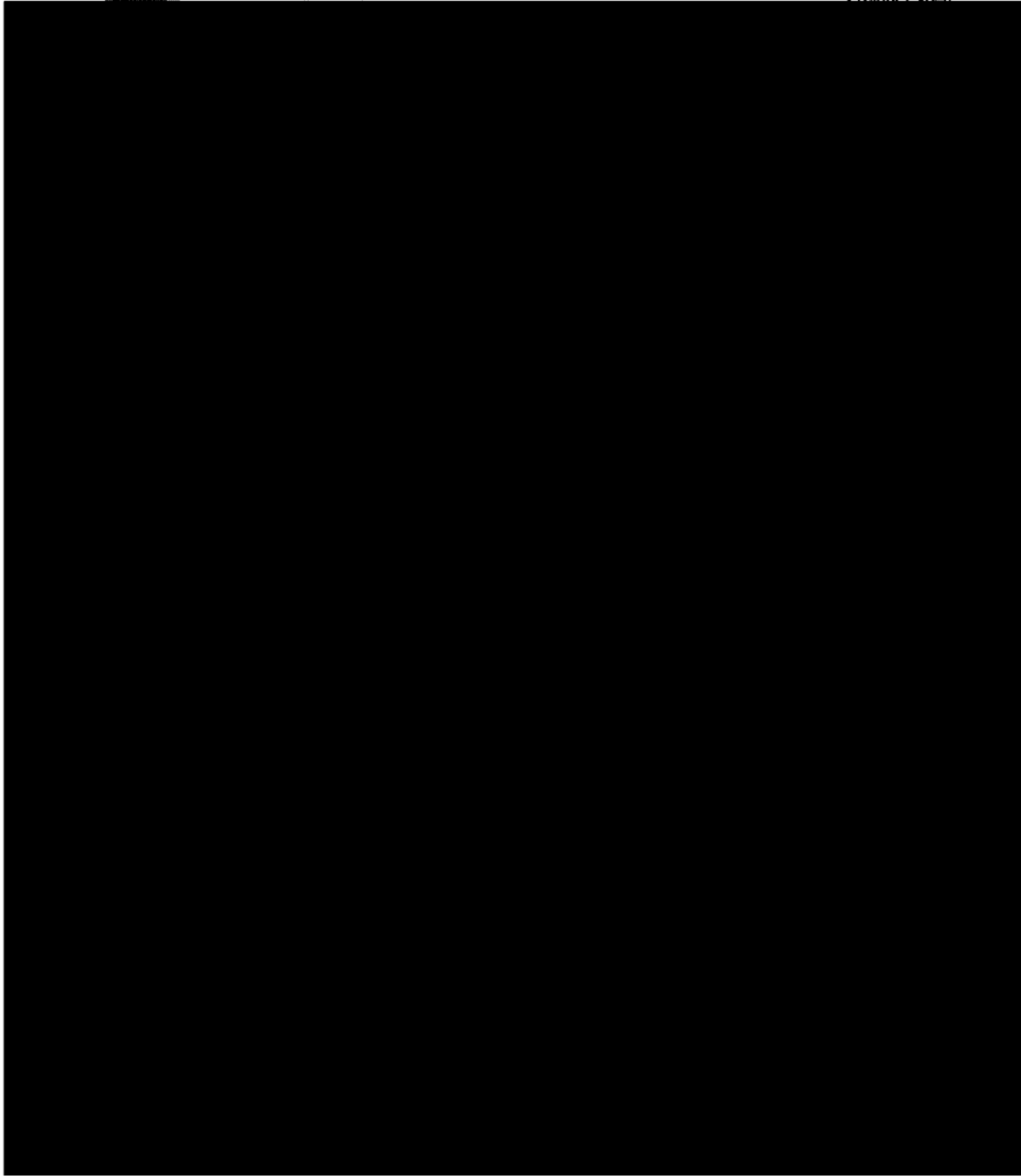
PARSONS

RANDOLPH W. BUTLER
Freight Expert



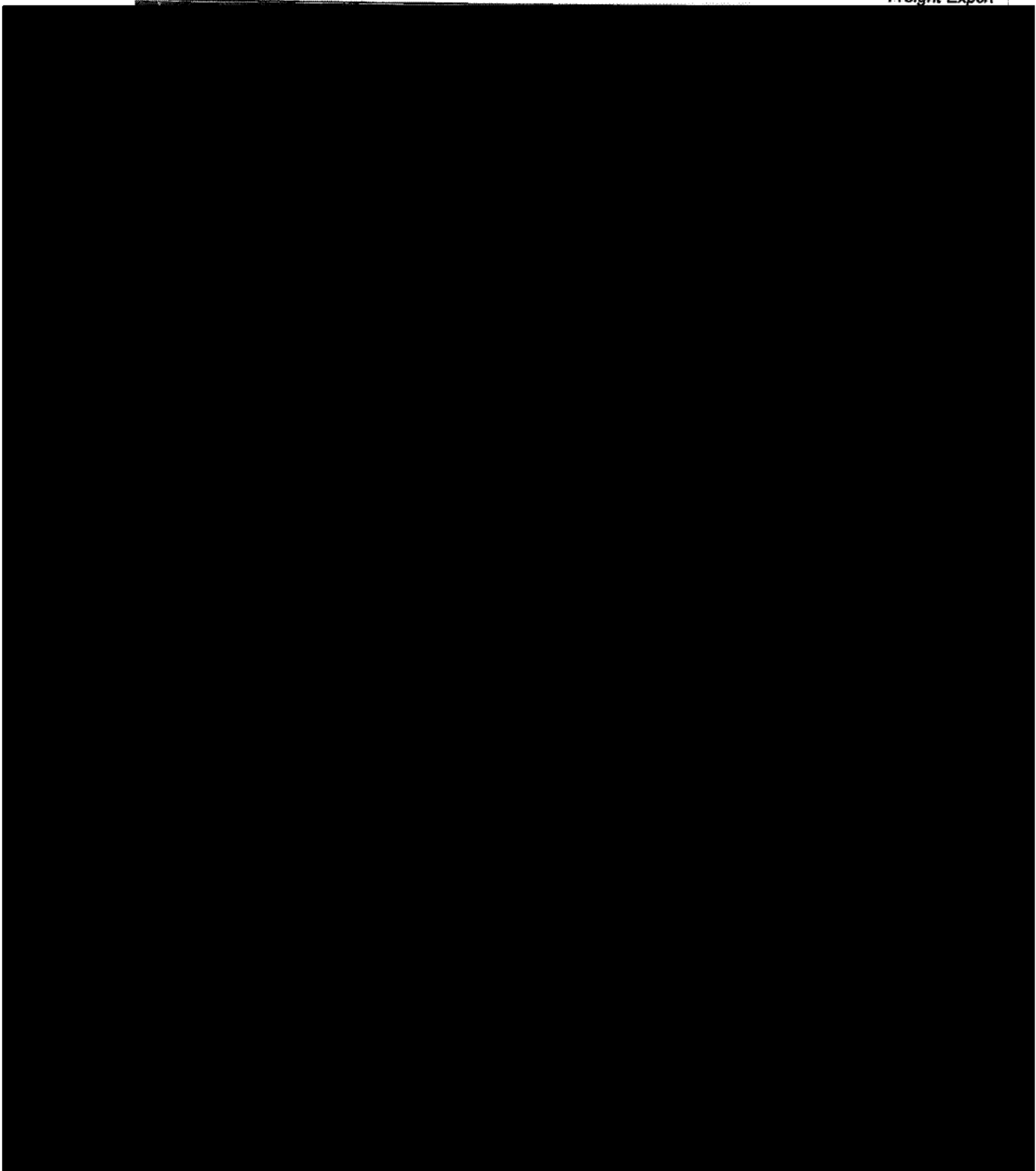
PARSONS

PAUL A. BELELLA
Freight Expert



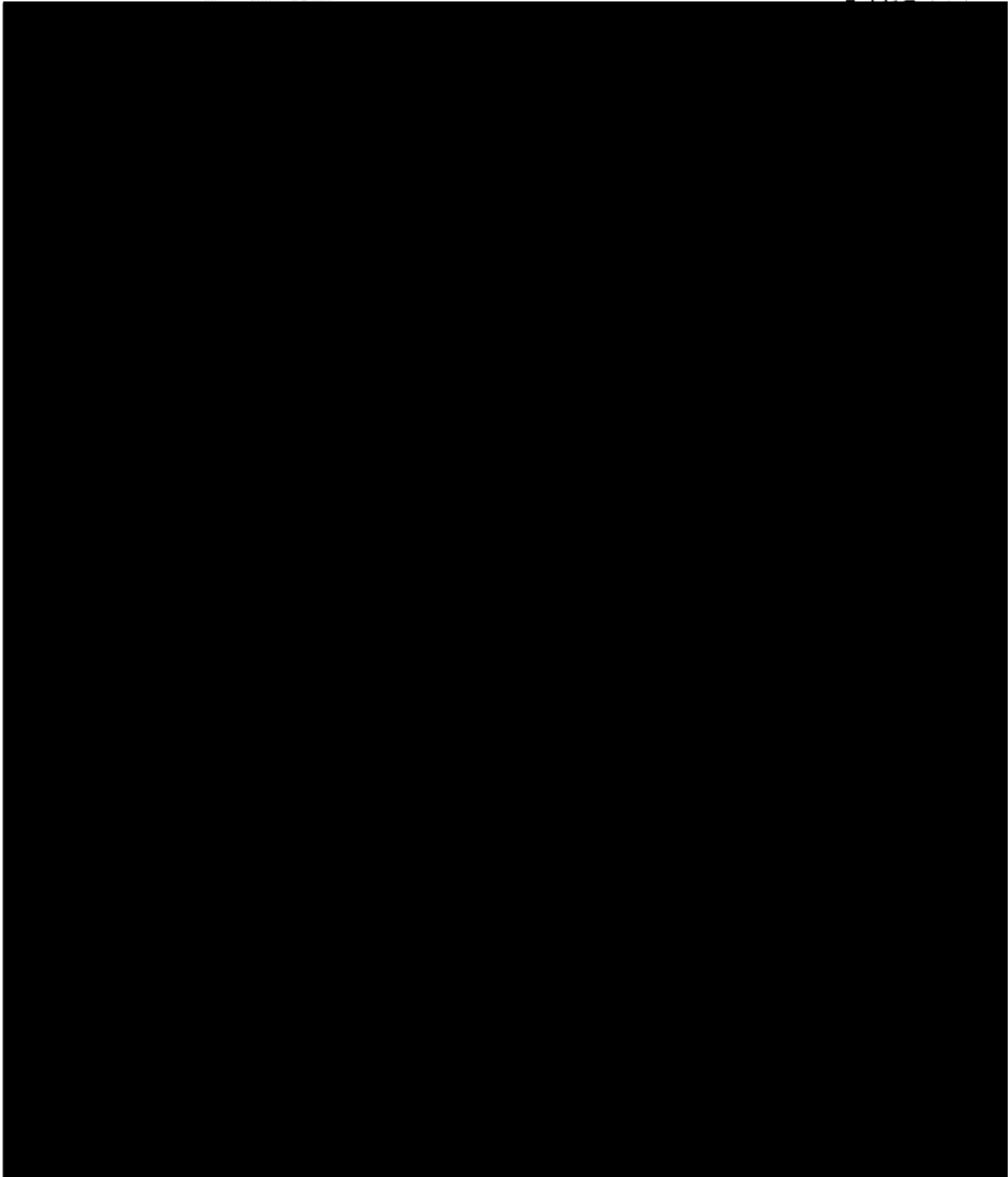
PARSONS

PAUL A. BELELLA
Freight Expert



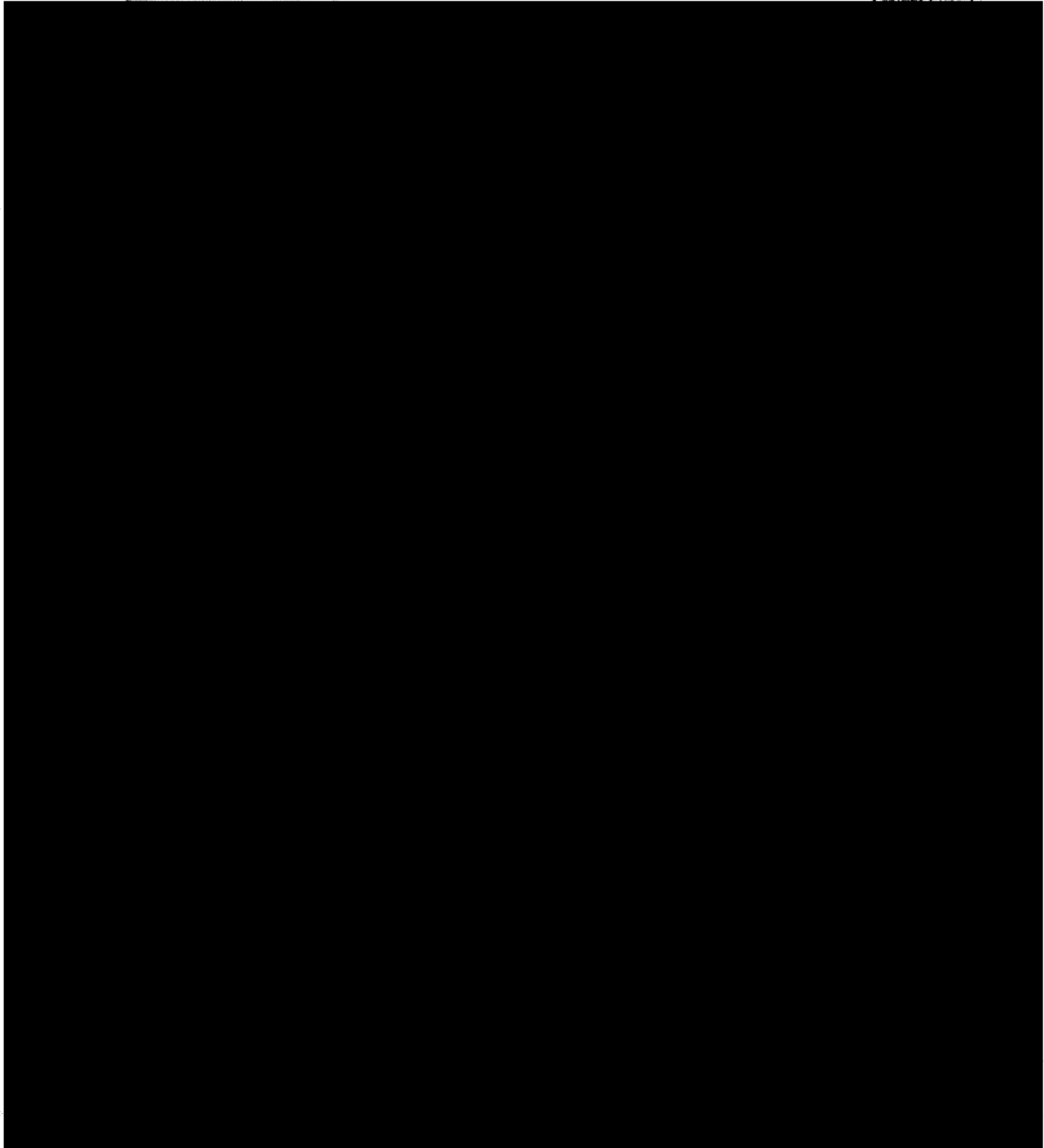
PARSONS

ROSALYN A. WILSON



PARSONS

ROSALYN A. WILSON



PARSONS TRANSPORTATION GROUP.

Exhibit F

Scope of Work Design Upon Request, Systemwide

Contract No. RR-14-5703

(SINGH Proj. No. 15070)

Phase I (Truck Parking Lot Planning) and Phase II (Parking Lot Design)

I. FEASIBILITY STUDY REPORT FOR TRUCK PARKING FACILITIES ON THE TOLLWAY SYSTEM

A. Intent of Feasibility Study

For this portion of the Phase I Feasibility Study, Parsons will compile a summary of the goals, objectives and expected uses for expanded truck parking capacity on the Tollway, and will develop an overview of the study for use in informing Tollway stakeholders in the intent, scope and expected outcomes from the feasibility study. Parsons will draw upon a combination of best practices documentation, existing user needs analyses and feasibility studies, and staff expertise in logistics operations to provide a prioritized set of characteristics that may be included in future planning and design activities related to truck parking. This analysis may include, but not be limited to the items listed in subtask 1.

1. Truck Parking Goals, Objectives and Expected Uses
 - a. Safety
 - i. Weather refuge
 - ii. Natural Disaster refuge
 - iii. Vehicle Condition Checkout
 - iv. Driver health
 - v. Comply with Hours of Service Regulations
 - vi. Driver phone & computer use
 - b. Load transfers/ Off-loading Provisions
 - i. Cases
 - ii. Defective/disabled vehicle
 - iii. Overload reduction
 - iv. Load transfer
 - v. Advantages and Disadvantages
 - vi. Space Requirements
 - vii. Safety considerations
 - viii. Regulations and Enforcement
 - c. Credential checking and updates
 - d. Rendezvous with another party
2. Study Overview

At the completion of the analysis in this task, Parsons will prepare a technical memorandum that will include the findings from the above analysis, as well as a summary of plans for the completion of the remainder of the study. This technical memorandum will be approximately 5 to 10 pages in length, and will constitute the first chapter in the final project report.

B. Identify Locations of Truck Parking Facilities

For this portion of the Phase I Feasibility Study, Parsons will prepare an inventory of existing parking locations and practices—both sanctioned and unsanctioned, examine current travel patterns for trucks using the Tollway, offer recommendations regarding the locations for additional truck parking, provide input to the development of an evaluation process for site selection, and support Tollway meetings/conduct interviews to gather input and feedback on these items. The parking location study may include, but not necessarily be limited to the following subtasks.

1. Parking Location Study
 - a. Lot Type
 - i. Along corridor/off shoulder
 - ii. Off Tollway/local street access
 - iii. Existing service plaza
 - iv. Conventional Toll Plazas (future - post AET conversion)
 - b. Truck traffic volume corridor mapping
 - i. Toll Plazas & Vehicle detection stations data
 - ii. AM/PM Volumes
 - iii. Weekday, Weekend Volumes
 - c. Preliminary parking site selection
 - i. Preliminary Screening
 - ii. Tollway Staff meetings & interviews

For this task, Parsons assumes that all of the data necessary to characterize potential demand will be made available by the Tollway (e.g., truck volumes, current parking usage, truck origin/destination data, etc.) with limited allowances made for the capture of anecdotal information by the study team. The Parsons team will rely on Tollway sources, as well as external sources, for the compilation of the inventory of existing parking capacity. Parsons will meet with Tollway staff to conduct the screening of the preliminary sites, and will conduct meetings and interviews as necessary to accrue a comprehensive set of responses. Parsons anticipates between 5 and 10 interviews will be conducted.

The deliverable for this task will be a technical memo describing the activities completed as part of the task, the results of the location analysis (using graphical depictions as necessary), and the input received during the Tollway staff meetings & interviews will be included. This technical memorandum will be approximately 10 to 20 pages in length, and will constitute the second chapter in the final project report.

C. Assessment of Truck Parking Locations

For this portion of the Phase I Feasibility Study, Parsons will provide support to the Singh Team as needed to establish criteria for the assessment of the suitability of the preliminary truck parking

locations, as they emerge from the preliminary screening subtask in Task B, and evaluate those locations against the defined criteria. Parsons will provide input from the logistics operations perspective, with specific focus on the effects of design elements on ease of access and perceived usefulness of the various locations and features. Parsons will also provide input to the ranking of sites using the defined criteria.

1. Establish Criteria
 - a. Truck traffic volumes (obtained from Tollway & IDOT)
 - i. Current
 - ii. Forecasted
 - b. Terrain
 - c. Tollway grade and alignment
 - d. ROW availability
 - i. Conceptual Cost of partial ROW takes
 - e. Ingress, egress and parking site conflicts
 - i. Bridges
 - ii. Interchange ramps
 - iii. Existing utilities
 - iv. Terrain/obstructions
 - v. Wetlands
 - vi. Railroads
 - vii. Sign structures
 - viii. Toll plazas and gantries
 - f. Potential passenger car conflicts
 - g. Dedicated vs shared use access
2. Preliminary site assessment
 - a. Site evaluation using established criteria
 - b. Concept site layouts
 - c. Detailed site descriptions
 - d. Conceptual cost estimates
 - e. Constructability
 - i. Maintenance of Traffic/Traffic Control
 - ii. ROW access during construction
 - iii. Revenue collection impacts
 - iv. Utility protection
 - f. Site rankings

Parsons will provide a technical memorandum that summarizes its portion of the assessment conducted under this task that will be incorporated as a chapter in the final report. Parsons anticipates this technical memo will be approximately 5 pages in length. Parsons assumes Singh will also provide similar content for inclusion in the final report.

D. Conclusion of Feasibility Study

For this portion of the Phase I Feasibility Study, Parsons will provide support to the Singh Team as needed to perform final site selection, develop an implementation strategy, examine space provisions for commercial development and complete an Environmental Studies Inventory Sheet.

Parsons will lead the examination of technology options for the capture and provision of truck parking availability through ITS. This will include an examination of best practices from existing truck parking information service deployments, as well as discussions with organizations that have completed or are in the process of completing implementations elsewhere in the U.S.

1. Preferred Locations
 - a. Site selection

2. Implementation Strategy
 - a. Priority listing
 - b. Staging considerations
 - i. Parking lot expansion provisions
 - ii. Facility and feature installation (current and future)

3. Technology
 - a. Onboard unit electronic credential reader
 - i. PrePass service extension
 - ii. NORPASS service extension
 - b. Truck parking lot space availability app
 - i. Derived from wireless in-pavement or overhead parking space detector
 - ii. Derived from Ingress and egress vehicle detectors to establish current lot usage
 - iii. Parking lot services availability (e.g. restrooms, vending, Wi- Fi, OBU Reader)
 - c. Truck parking lot advance sign status changeable display (open/full)
 - d. Wi-Fi service
 - e. Tollway weather & traffic condition app (linked to truck parking lot app)
 - f. Future roadside to vehicle communication opportunities

4. Space Provisions for Commercial Development
 - a. Type
 - ii. Convenience Store
 - iii. Restaurant
 - iv. Truck Specialty Store
 - b. Advantages and disadvantages
 - c. Traffic operations
 - d. Parking lot expansion needed to maintain level of service/space availability
 - e. Effect on space availability and lot size
 - f. Potential Tollway revenue generation

5. Environment

- a. Environmental Studies Inventory Sheet (ESIS)
 - i. Part I
 - ii. Part II
- b. Wetland Mitigation strategies
- c. Erosion Control strategies

Parsons will provide a technical memorandum that summarizes its portion of the assessment conducted under this task that will be incorporated as a chapter in the final report. Parsons anticipates this technical memo will be approximately 10 to 15 pages in length. Parsons assumes Singh will also provide similar content for inclusion in the final report related to the subtask activities it is leading.

E. Recommended Locations of Truck Parking Facilities for Future Implementation

For this portion of the Phase I Feasibility Study, Parsons will provide support to the Singh Team as needed to develop the final recommendations for truck parking implementation. It is anticipated this report will summarize the findings from Tasks A through D, as well as address the following elements.

- 1. Trucking parking lot site selections
 - i. Initial five site locations
- 2. Implementation schedule
- 3. Pilot Implementation to measure performance (high truck volume location)
- 4. Phasing/staging of selected sites

II. PARKING LOT DESIGN

Parking lot design will include conceptual and preliminary design stages, unless directed otherwise, and will be supported by Parsons as budget allows. The conceptual design will evaluate alternative layouts, design features, and materials based on established criteria including performance, aesthetics, and life-cycle costs. Some conceptual design tasks will be performed concurrently with the feasibility study activities listed above. The conceptual and preliminary parking lot design will involve multiple tiers of truck parking lots corresponding to truck traffic volumes (as described above) and location (e.g., urban, rural) such as a regular size lot without any facilities, regular size lot with facilities, enlarged parking lot with facilities and enlarged parking lot without facilities. Parking lot locations and forecasted usage demands will not be uniform so the proposed truck parking lot at various locations along a corridor should vary accordingly.

The truck parking lot design activities are expected to include the following:

- 1. Design Features
 - a. Establish parking lot size standards and design elements
 - i. Regular size layout
 - ii. Enlarged size layout
 - iii. Pavement materials
 - iv. Fence and barrier
 - v. Landscaping/Erosion control considerations
 - b. Access Design Analysis

- i. Slip ramps/auxiliary lanes
 - 1. Traffic operations
 - ii. Local crossing street access
 - 1. Traffic operations
 - iii. Service Plaza accessway
 - 1. Passenger car safety considerations
 - 2. Traffic operations
 - iv. Pavement material
 - v. Barrier/Guardrail Considerations
 - vi. Conceptual cost
 - 2. Conceptual Design Report
 - 3. Preliminary Design
 - a. Survey and Mapping
 - i. Tollway record drawings
 - b. Alignments and Geometry
 - c. Typical Sections
 - d. Grading
 - e. Drainage
 - f. Utilities
 - g. Pavement design
 - h. Pavement markings
 - i. Tollway mainline auxiliary lanes (ingress, egress)
 - i. Alignments & Geometry
 - ii. Grading & Drainage
 - iii. Pavement design
 - iv. Pavement marking and signing
 - v. Barrier/Guardrail
 - j. Local cross street access design
 - i. Traffic analysis
 - ii. Traffic Signal Warrant Analysis
 - iii. Design per local standards
 - k. Signing
 - i. Advance (e.g. fixed static, hybrid (fixed static with display module for open/full, DMS)
 - ii. Parking lot signing
 - iii. Support Structures
 - 1. Roadside
 - 2. Overhead (cantilever, sign bridge)
 - 3. Parking lot (poles)
 - l. Barrier/Guardrail
 - i. Barrier Warrant Analysis
 - ii. Terminal design
 - m. Lighting
 - i. Parking lot
 - ii. Roadway (auxiliary lanes, local cross street)
 - n. Intelligent Transportation Systems (ITS)

- i. Infrastructure
 - 1. Communication (landline, wireless)
 - 2. Power (utility & solar electric service)
 - ii. ITS parking guidance equipment & sensors
 - iii. CCTV cameras
 - o. Landscaping & erosion control
 - p. Cross Sections
 - q. Maintenance of Traffic
 - r. Special Provisions
- 4. Building preliminary design
 - a. Use advantages and disadvantages
 - b. Architectural design
 - i. Programming
 - ii. Building materials
 - iii. Floor plan
 - iv. Elevation views/sections
 - v. ADA compliance
 - vi. Low maintenance features
 - vii. Conceptual costs
 - c. Structural design
 - d. Mechanical design
 - i. HVAC
 - ii. Plumbing fixtures
 - e. Utility Design
 - i. Water
 - ii. Septic system/wastewater connection
 - f. Electrical design
 - i. Electric and gas service connection
 - ii. Electrical distribution
 - iii. Lighting fixtures
 - g. Vending machines
 - h. Security (e.g., cameras)
 - i. Specifications
- 5. Cost Estimates
- 6. Schedule

EXHIBIT G

CONTRACT RR - 14- 5703

(Parsons Transportation Group, Inc.)

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
CN Railroad 646965	CN Railroad/Phase I/11	\$8,750,000	\$500,000	Jan. 2017
PTB 145-05 P-91-354-07	Various Routes—Phase I Program Manager	\$4,706,890	\$730,000	June 2016
Create-Grand Crossing P30-005-04	Phase I Design Services	\$4,629,650	\$300,000	Dec. 2014
PTB 158-018 P-92-001-11 D-92-001-11	U.S. 52 Phase I/II River Bridge Approaches	\$8,961,252	\$1,150,000	Dec. 2017
PTB166-020 P-30-006-13	Chicago to Joliet HSR Tier 2 EIS	\$9,349,765	\$5,900,000	June 2016
PTB 164-04 D91-424-12	US 45 Millburn Bypass, Phase II	\$1,252,016	\$1,000,000	Dec. 2015
PSB 13-1 1-13-4108, Item #19	I-90 Roadway widening, I-39 to RT 25	\$15,000	\$4,000	Dec. 2015
PSB 13-2 RR-13-4116, Item #1	I-88 Roadway Recon. York to I-290 Ph.II	\$3,348,579	\$2,200,000	April 2016
PSB 14-1 I-14-4194, Item #9	I-90 & Systemwide, CM Upon Request	\$5,000,000	\$4,900,000	Jan. 2019

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-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-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

1					
	Direct Labor	_____			
	Direct Costs	_____			
	Services by Others	_____			
	Additional Services **	_____			
	Total this Subconsultant (ULC)		\$	_____	-
2					
	Direct Labor	_____			
	Direct Costs	_____			
	Services by Others	_____			
	Additional Services **	_____			
	Total this Subconsultant (ULC)		\$	_____	-
3					
	Direct Labor	_____			
	Direct Costs	\$ _____			-
	Services by Others	\$ _____			-
	Additional Services **	\$ _____			-
	Total this Subconsultant (ULC)		\$	_____	-
4					
	Direct Labor	_____			
	Direct Costs	\$ _____			-
	Services by Others	\$ _____			-
	Additional Services **	\$ _____			-
	Total this Subconsultant (ULC)		\$	_____	-
5					
	Direct Labor	_____			
	Direct Costs	\$ _____			-
	Services by Others	\$ _____			-
	Additional Services **	\$ _____			-
	Total this Subconsultant (ULC)		\$	_____	-

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

** Additional services funds require prior authorization before use

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

Contract Information Sheet

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

Consultant Name: Collins Engineers, Inc.

Contract Number: RR-14-5703

Proposal Date: 5/12/2015

Exhibit Pointers Editable cells in each exhibit are underlined in red
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes
A full set of instructions to complete the exhibits is available on the Tollway's website

Contract No.: RR-14-5703 Consultant: Collins Engineers, Inc.

Date: 5/12/2015

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 31 No. OF MONTHS
 SCHEDULED START DATE: 6/1/2015
 RAISE DATE: 1/1/2016
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date
6/1/2015	12/31/2015	1/1/2016	12/31/2016	1/1/2017	12/31/2017	-
7.0	12.0	12.0	31.0	31.0	31.0	31.0
22.56%	39.87%	41.07%	Escalation Factor Fifth Period			
Escalation Factor First Period		Escalation Factor Second Period		Escalation Factor Third Period		Escalation Factor Fourth Period

ESCALATION PER YEAR Year 6 through 10

Date	Date	Date	Date	Date	Date	Date
-	-	-	-	-	-	-
31.0	31.0	31.0	31.0	31.0	31.0	31.0
Escalation Factor Sixth Period		Escalation Factor Seventh Period		Escalation Factor Eighth Period		Escalation Factor Ninth Period
Escalation Factor Sixth Period		Escalation Factor Seventh Period		Escalation Factor Eighth Period		Escalation Factor Ninth Period

The escalation factor for this project is: 103.52%

Contract No.: RR-14-5703

Consultant: Collins Engineers, Inc.

Date: 5/12/2015

Escalation Factor: 103.52%
(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES

										DIRECT COST	
										OVERTIME PREMIUM	
										Total Estimated O/T Hours:	30.00
										Average Premium O/T Hourly Rate:	\$12.09
										Total Overtime Premium:	\$362.70
										Total Estimated Work Hours:	2,800.00
										Average Hourly Rate:	\$47.13
										Total Direct Labor	\$131,964.00
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)			
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	100.00					
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	400.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$56.71	\$58.71	500.00					
No	Resident Engineer	\$40.00	\$70.00								
No	Project Engineer/Planner	\$25.00	\$60.00	\$50.40	\$52.17	500.00					
No	Staff Engineer/Planner	\$20.00	\$40.00	\$38.64	\$40.00	400.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$33.88	\$35.07	400.00					
Yes	Senior Technical Specialist	\$25.00	\$60.00	\$25.78	\$26.69	200.00		13.35	20.00		
Yes	Technical Specialist	\$15.00	\$50.00	\$18.50	\$19.15	100.00		9.58	10.00		
No	Architect	\$30.00	\$70.00								
No	Realty Specialists	\$20.00	\$70.00								
No	Intern	\$8.25	\$20.00	\$13.50	\$13.98	100.00					
No	Admin/Clerical	\$8.25	\$40.00	\$27.37	\$28.33	100.00					

EXHIBIT "1"

Contract No.: RR-14-5703

Consultant: Collins Engineers, Inc.

Date: 5/12/2015

EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Engineer 8	Thomas Collins	\$50 - \$70
	Engineer 8	Daniel Cecchi	
	Engineer 8	Michael Garlich	
	Engineer 7	Daniel Stromberg	
	Engineer 7	James Hamelka	
Project Manager	Engineer 7	Matthew Rempfer	\$40 - \$70
Senior Engineer/Planner	Engineer 5	Dhooli Raj	\$40 - \$70
	Engineer 5	George Keck	
	Engineer 5	Michael Haas	
	Engineer 5	Ewa Mroczek	
	Engineer 4	Jason Schneider	
	Engineer 4	Michelle Koerbel	
	Engineer 4	John Ashton	
	Engineer 4	Nicholas VanderZwan	
	Engineer 4	Brian Dilworth	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Engineer 3	Lukas Janulis	\$25 - \$60
	Engineer 3	Travis Franklin	
	Engineer 3	Joseph Guerriero	
	Engineer 3	Piotr Sawulski	
	Engineer 2	Timothy Walsh	
	Engineer 2	Ryan Gall	
	Engineer 3	Amber Seiber	
Staff Engineer/Planner	Engineer 2	Carolyn Kois	\$20 - \$40
	Engineer 2	Marc Parker	
	Engineer 1	Richard Raffin	
	Engineer 1	Anastasia Kotsakis	
Engineer /Accountant	Engineer 1	Lin Yan	\$20 - \$60
	Engineer 1	Dana McKane	
	Engineer 1	Aurora Unger	
	Engineer 1	Matthew Pell	

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**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 IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE 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 CSE Manual allowance.

Contract No.: RR-14-5703

Consultant: Collins Engineers, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: Jason Schneider

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Ewa Mroczek

Classification: Structures QCQA

Name: Michael Haas

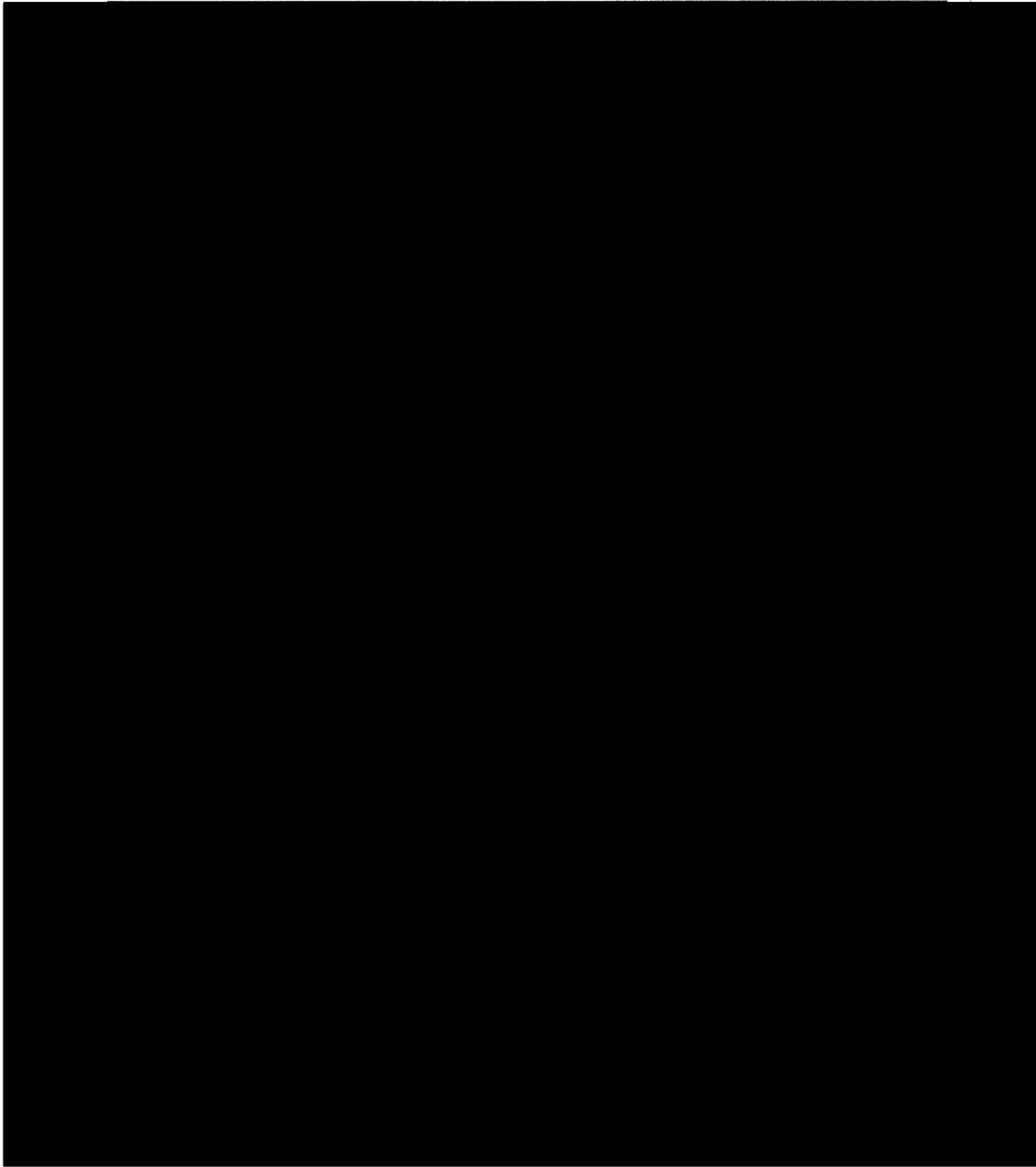
Classification: Structural Engineer

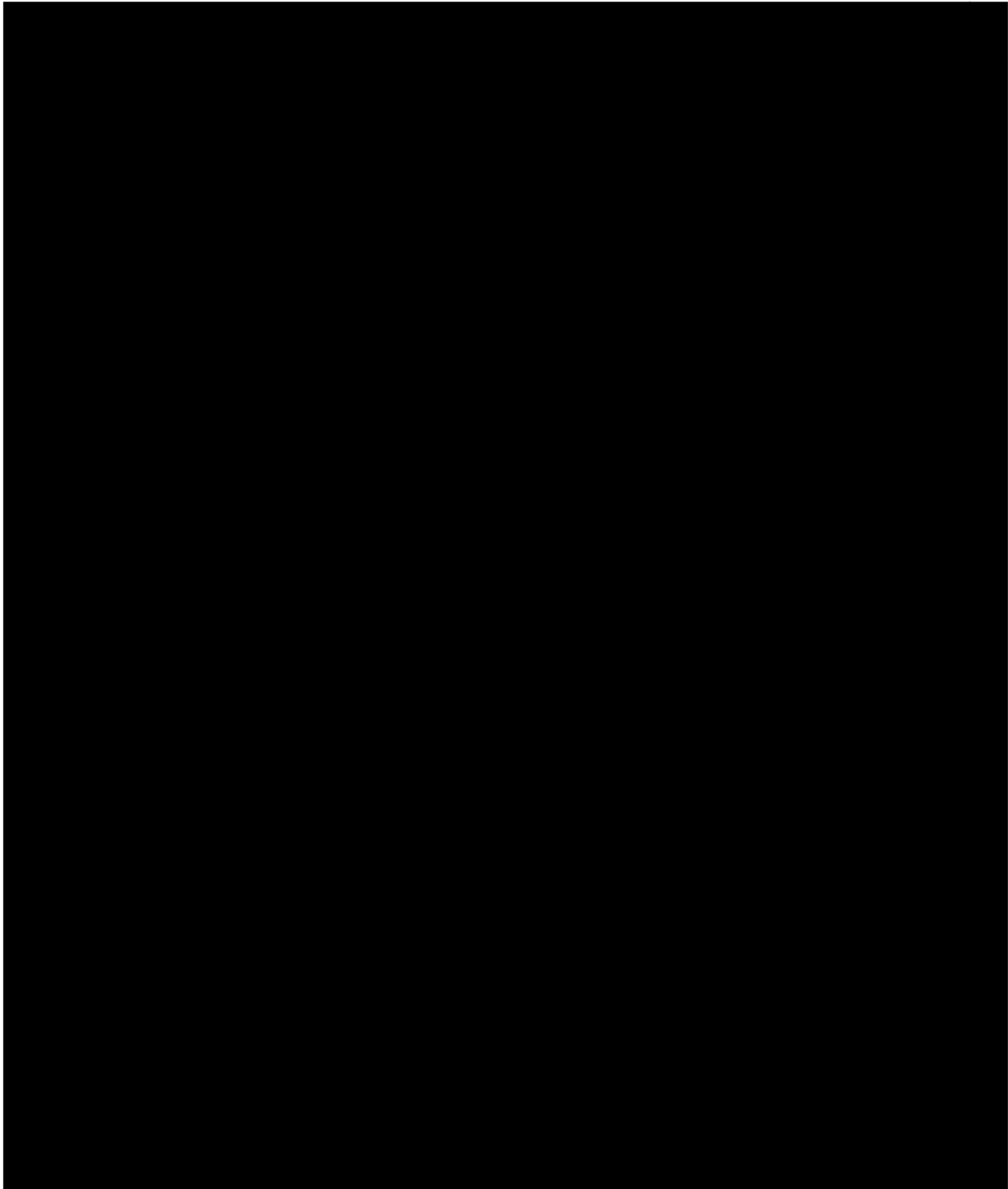
Name: Amber Seiber

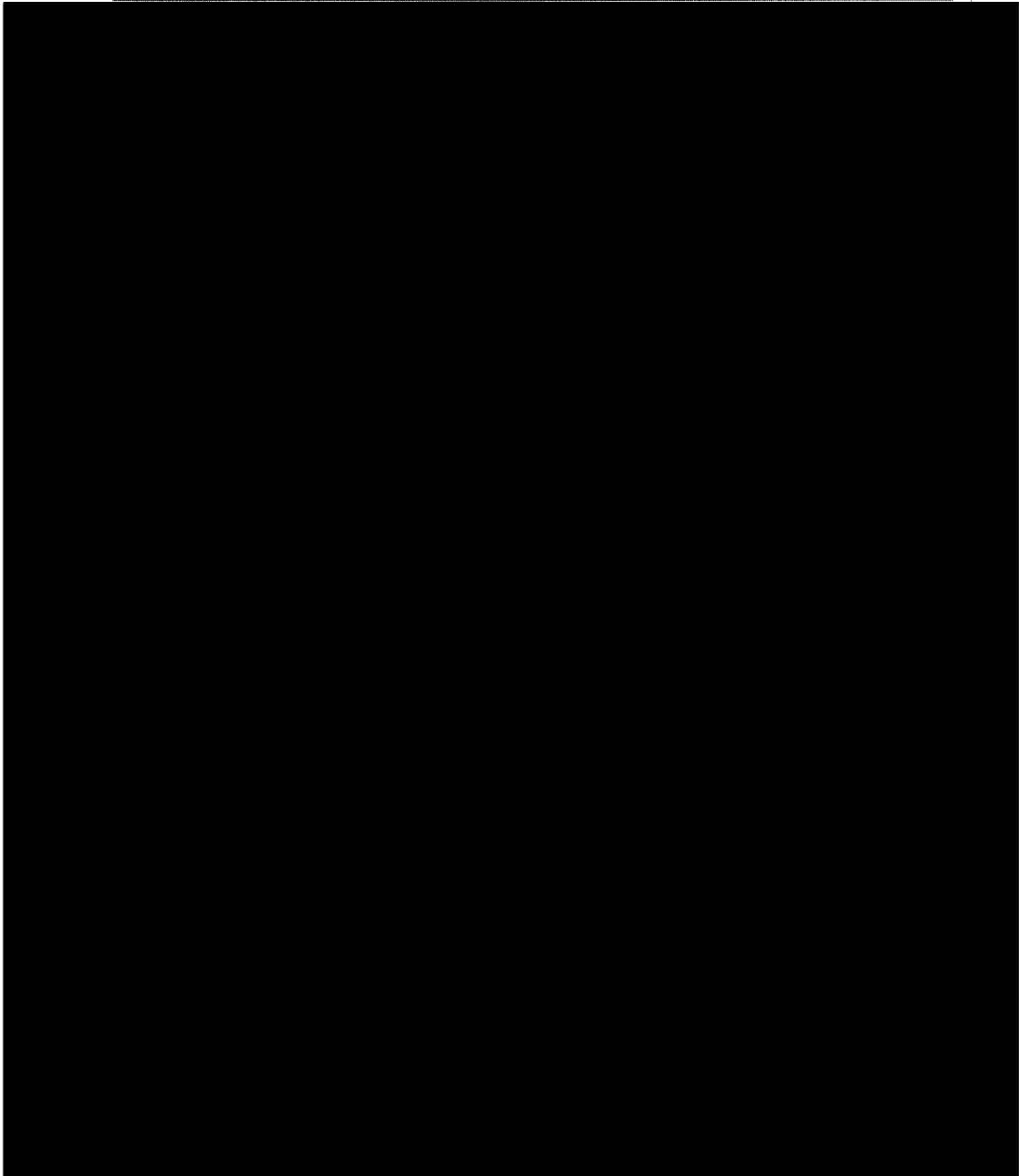
Classification: Structural Engineer

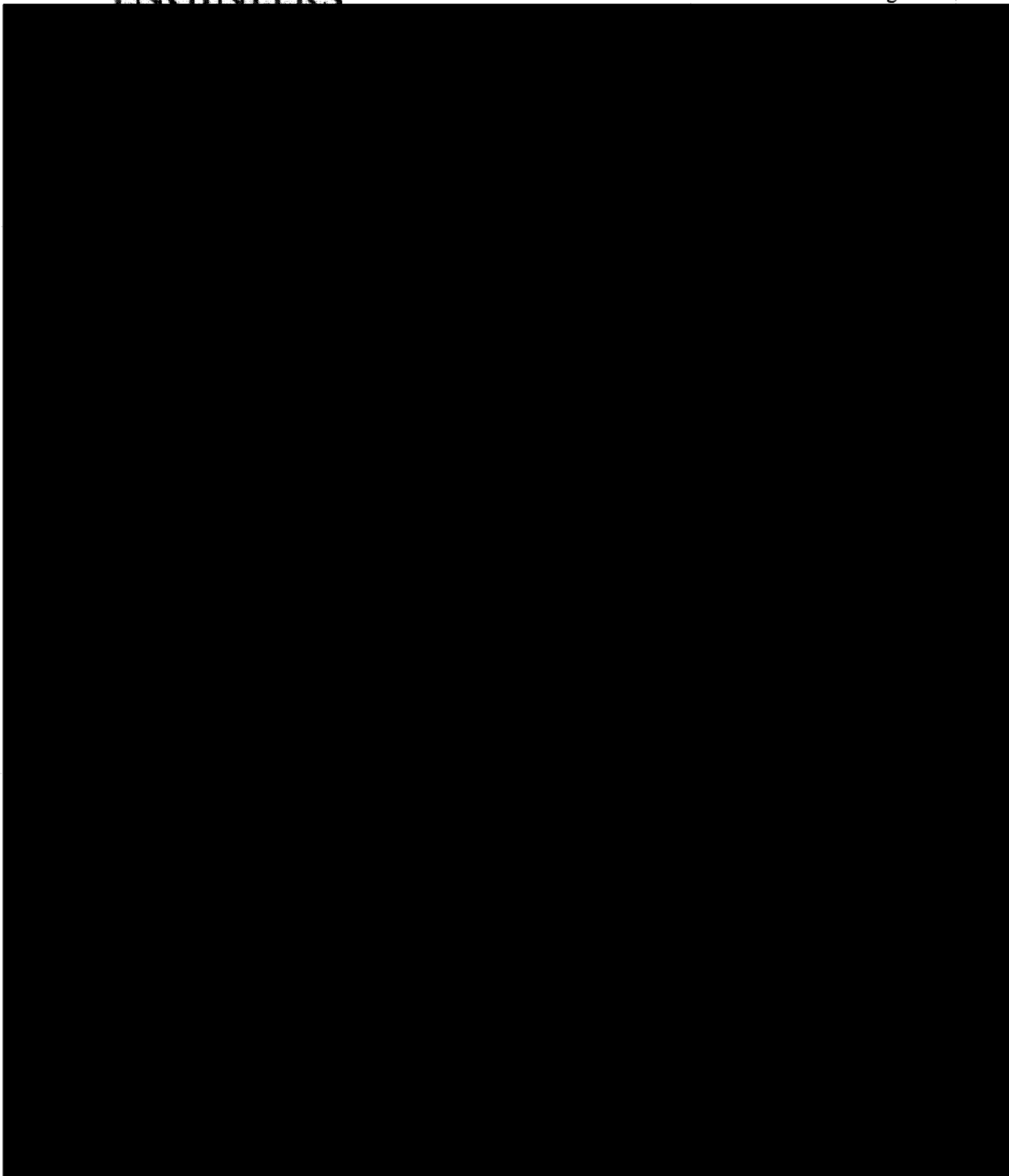
Name: _____

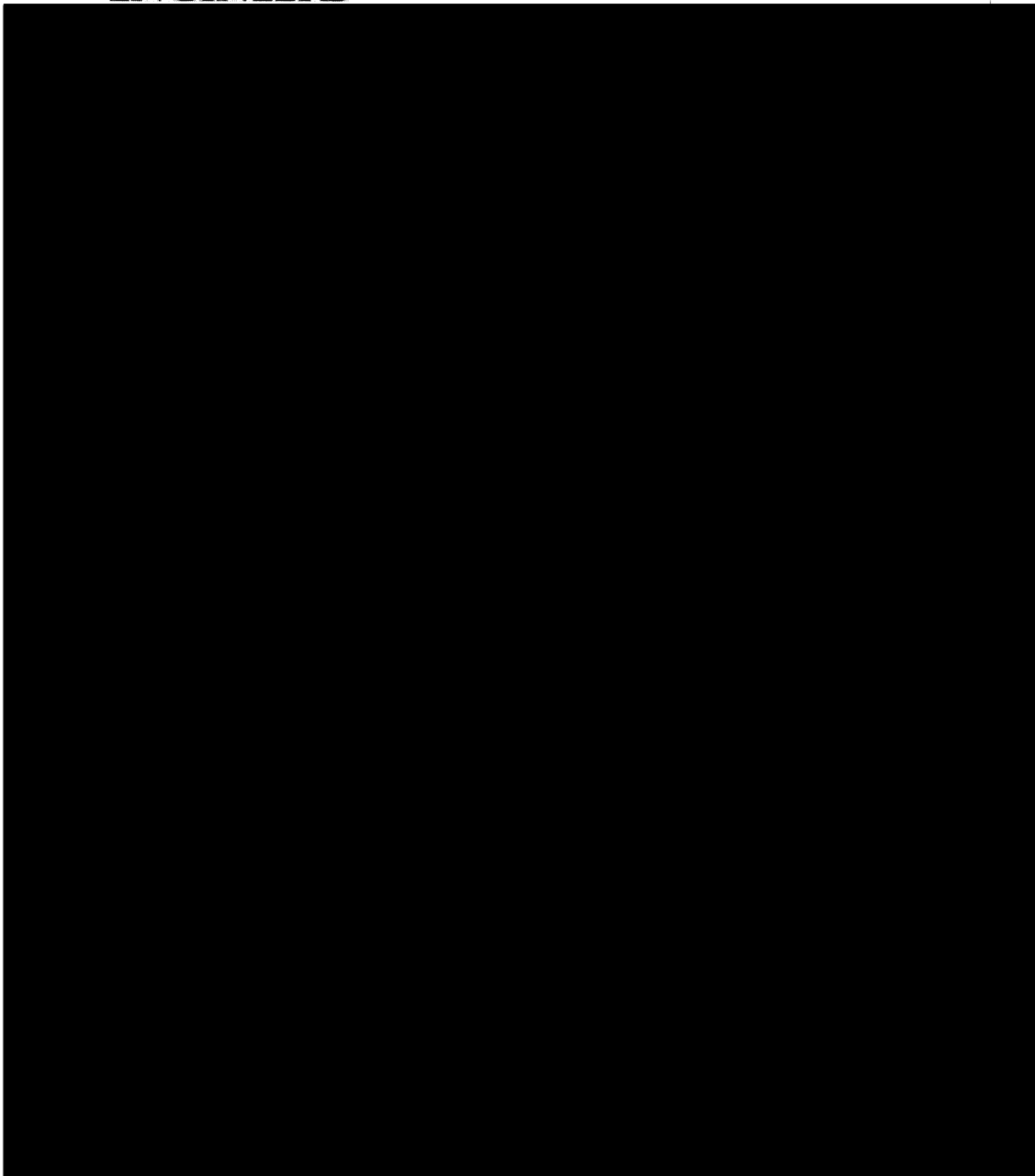
Classification: _____

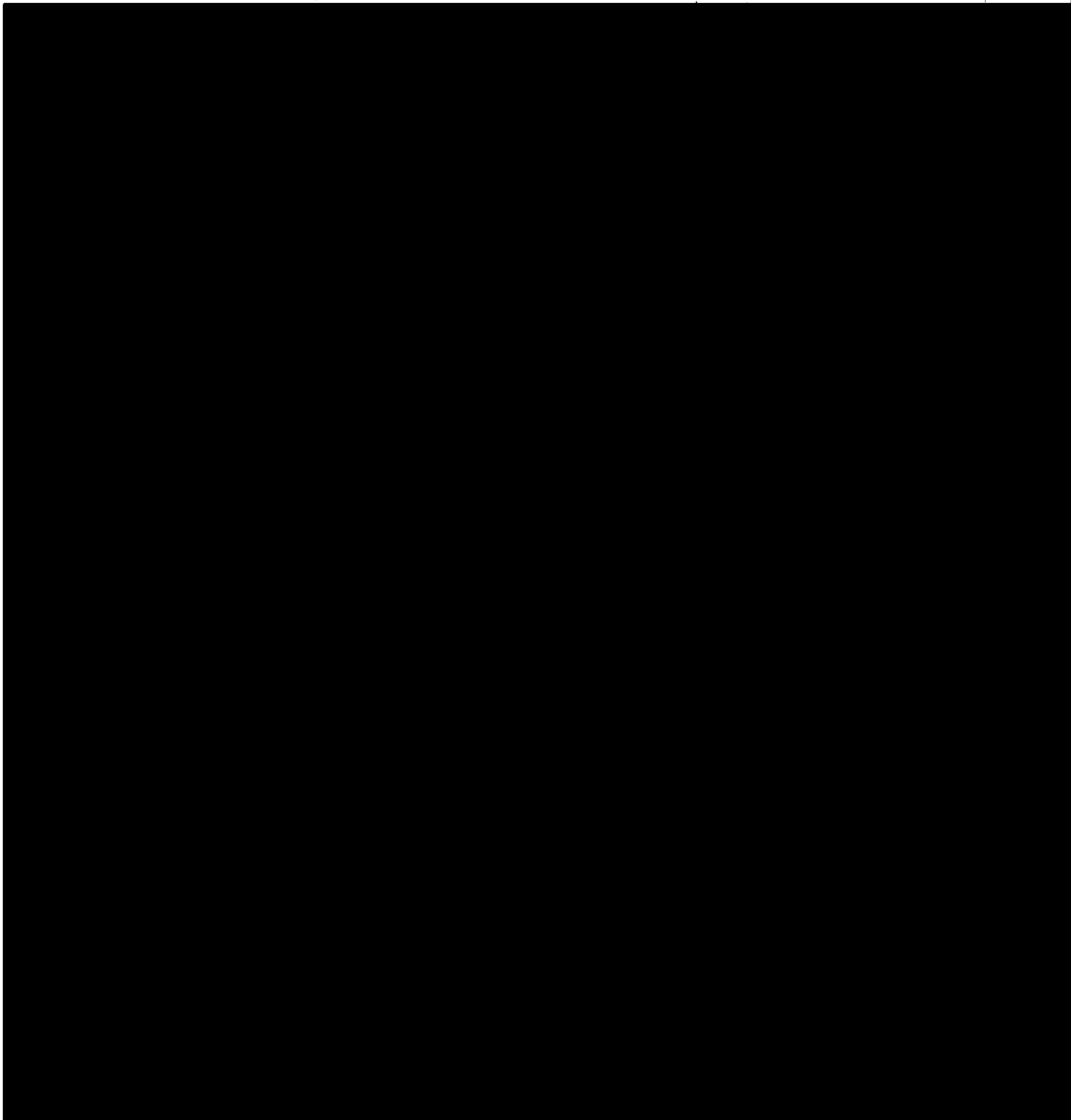


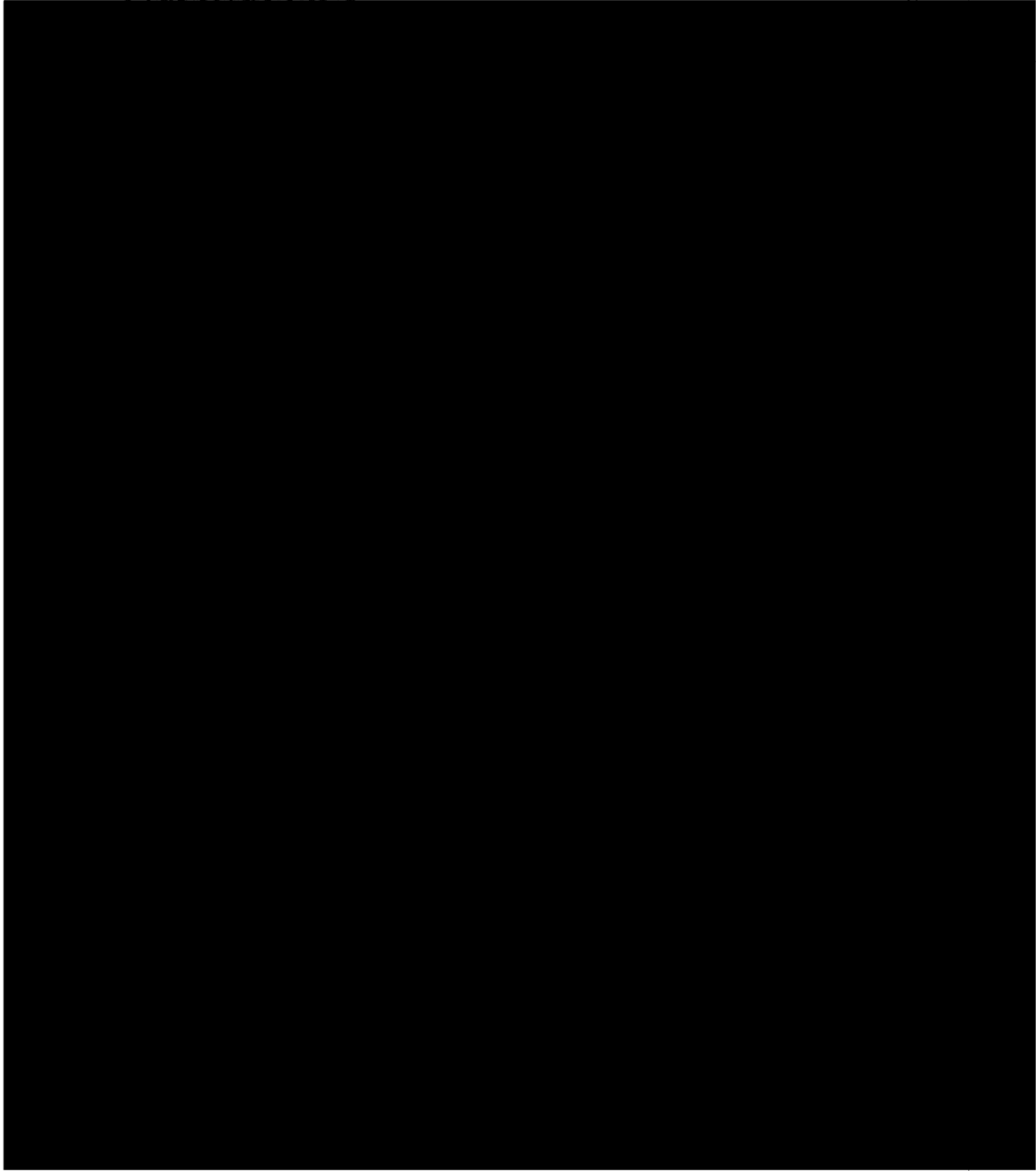












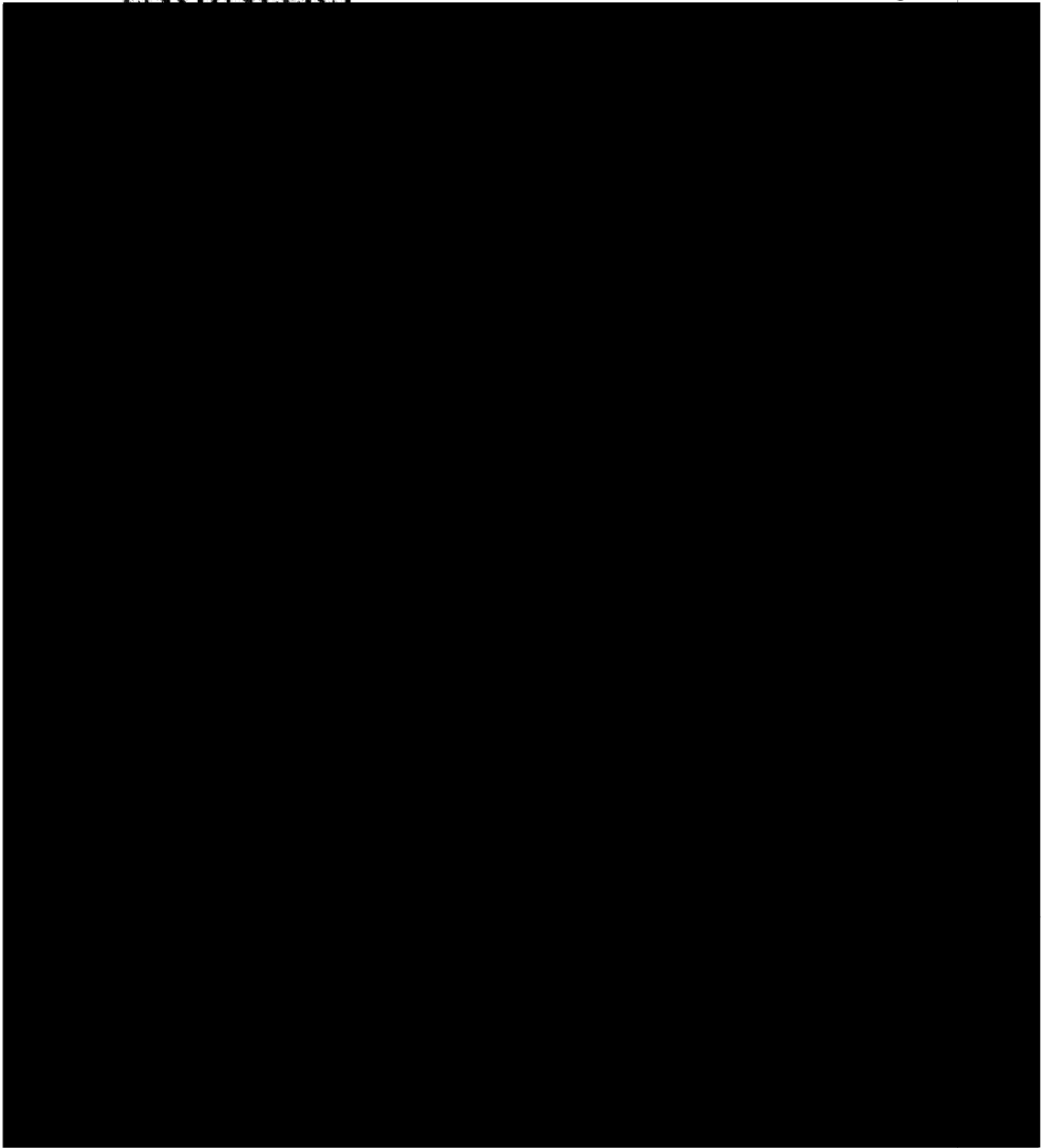


EXHIBIT F

CONTRACT RR-14-5703

(Collins Engineers, Inc.)

SCOPE OF SERVICES

Collins Engineers, Inc. is providing Design Upon Request services in relation with Structural Engineering tasks as part of the Highway Bridges: Typical Prequalification Category.

EXHIBIT G

CONTRACT RR-14-5703

(Collins Engineers, Inc.)

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
	IDOT Various Design	\$1,800,000	\$10,000	8/1/2015
	IDOT Various Design	\$1,500,000	\$60,000	10/1/2015
	IDOT Various Design	\$1,500,000	\$467,000	6/1/2016
	IDOT Underwater Bridge Inspection	\$600,000	\$420,000	12/31/2016
	IDOT Various Construction Mgmt.	\$500,000	\$500,000	8/1/2015

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-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-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	_____ _____ _____ _____ \$ _____	
2	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	_____ _____ _____ _____ \$ _____	
3	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____	
4	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____	
5	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____	

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

** Additional services funds require prior authorization before use

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