

RESOLUTION NO. 21279

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services for Maintenance Facilities Site Design, Systemwide, on Contract No. RR-16-4267. Environmental Design International, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,900,000.00. 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 Engineering Officer is authorized to negotiate an agreement with Environmental Design International, Inc. to obtain Maintenance Facilities Site Design, for Contract No. RR-16-4267, with an upper limit of compensation not to exceed \$3,900,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman



July 3, 2017

Mr. Michael Ring
Environmental Design International, Inc.
33 West Monroe Street, Suite 1825
Chicago, IL 60603-5326

Re: Contract RR-16-4267
Maintenance Facilities Site Design
Design Section Engineering Services

NOTICE TO PROCEED

Dear Mr. Ring:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated May 5, 2017, for Design Section Engineering Services for Contract RR-16-4267. You are hereby authorized to commence with the work as of July 3, 2017, and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

In advance of your first billing, the prime and subconsultants (if any) must submit a certified payroll with a signed affidavit for all employees that are listed on the Exhibit C-3 in your contract. The certified payroll should have an effective date after, but within three weeks the effective date of this Notice to Proceed. This document may be submitted by U.S. Mail, other delivery services or by e-mail. Hard copies should be addressed to the attention of **Disbursement Control Supervisor**. The envelope containing the document should be clearly marked "Certified Payroll". The required Certified Payroll may also be delivered electronically to the following address: accountspayable@getipass.com. Please send either hard copy or electronic copy, but not both. We request the certified payroll in advance so that upon receipt of your first invoice, any associated issues regarding payroll have an opportunity to be resolved.

This contract is subject to the Illinois Procurement Code 30 ILCS 500. The code requires the General Contractor awarded a Tollway contract to submit certification/disclosure forms from subcontractors of **all** tiers whose contract value exceeds \$50,000. If you have not already submitted the required documentation, the subcontractor forms must be submitted within **15 days** from this Notice-to-Proceed date or after execution of the sub-contract, whichever is later.

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

In accordance with Design Section Engineer's Manual, Section 7.0 – Quality Assurance, we are requesting submittal of your Consultant Quality Plan, via Tollway's Web-Based Project Management

Environmental Design International, Inc

Contract RR-16-4267

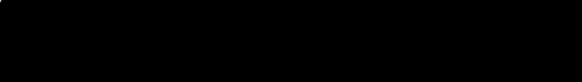

Notice To Proceed

Page 2 of 2

System, within 14 days of receiving this Notice to Proceed, for approval by the Chief Engineering Officer.

Please contact Laura Thompson at 630-241-6800 extension ext. 6210 for further information.

Sincerely,


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

cc: Greg Stukel
Laura Thompson
John Donato
Contract Services
Program Controls
Lane Closures

Dorothy Jablonski
Sue Biggs
Victoria Santiago

File: 02.4267.01.04 LT_Tollway_PDK_4267 EDI-NTP_07032017

IPB Reference Number 22038321

Date Created September 9, 2016

Print Form

SPO Determination Reference Number

Date Created

SPO DETERMINATION FORM

STEP #1 AGENCY PROCUREMENT METHOD REVIEW AND APPROVAL

Agency Name THA - Toll Highway Authority

Estimated Cost of Procurement 3,000,000

Project Title RR-16-4267 Maintenance Facilities Site Design

Procurement Method RFP
Small Business Set-Aside (Y/N?) No

Brief Description (Include Special Conditions and existing Contract # if any action against an existing contract)

Phase II Engineering services are required for the design/ architectural plans for the Tollway's maintenance facilities. The Tollway may adjust the project scope to more accurately reflect the field conditions at time of negotiations. These services will include, but not limited to, the following:

1. Develop civil site plans and prepare contract documents for up to four (4) maintenance sites. Work will include incorporating a Tollway Maintenance Facility, as designed under contract RR-12-4079, into the contract documents. As such, the consultant may need to hire the RR-12-4079 firm as a subconsultant.
2. On call and as-needed work related to the Tollway Maintenance Facilities.

Critical Contract Dates December 2016, April 2017, December 2024

APO Signature verifying submission [Redacted] Date September 9, 2016

SPO Signature verifying receipt [Redacted] Date

SPO Signature denying approval [Redacted] Date

(APO should attach any additional documentation that may assist the SPO in this determination)

SPO's Comments/Recommendations regarding Approval/Disapproval of Procurement Method

[Large empty box for SPO's Comments/Recommendations]

SPO Signature approving method [Redacted] Date September 12, 2016

STEP #2 SOLICITATION REVIEW AND APPROVAL

IPB Reference Number

2.1. Agency's Submission of Draft Solicitation Document to SPO

APO Signature verifying submission Date
SPO Signature verifying receipt Date
SPO Signature denying approval Date

SPO's Comments/Recommendations regarding Approval/Disapproval of Draft Solicitation

Addendum 8 extends the due date to September 23, 2016, at 4:30:00 PM.

2.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission Date
SPO Signature verifying receipt Date

2.3. SPO's Publishing of Solicitation on Illinois Procurement Bulletin

SPO Signature approving Draft Solicitation Date

Date Published Date Opening

STEP #3 AWARD REVIEW AND APPROVAL

IPB Reference Number

3.1. Agency's Request to Award

Award Amount

Award Type

Date Created

APO Signature verifying submission

Date

SPO Signature verifying receipt

Date

SPO Signature denying approval

Date

(APO shall attach additional documentation that assists the SPO in this determination)

SPO's Comments/Recommendations regarding Approval/Disapproval of Request to Award

April 2017 Board Item: Environmental Design International, Inc.
Award Amount: \$3,900,000.00
Disclosures Approved: 5/18/17
Pending Board Approval

3.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission

Date

SPO Signature verifying receipt

Date

3.3. SPO's Approval of Award

SPO's Signature approving Award

Date

Date Published

Date Closing

3.4. SPO's Reasons for Contract Award Decision

The SPO sets forth the reasoning for the contract award decision by checking the appropriate box below.

- The rationale described by the purchasing agency in the recommendation to award seems reasonable, and serves as the basis for the contract decision.
- The contract was procured through the Invitation for Bid process, and the contract has been awarded to the lowest priced responsive and responsible bidder.
- The contract is a change order where the circumstances that necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or the change is germane to the original contract and reasonable in size and scope, or the change is in the best interest of the State. The change order is based on the purchasing agency's justification.
- The contract is an amendment germane to the original contract, reasonable in size and scope, and in the best interest of the State. The award decision is based on the purchasing agency's justification.
- The contract is a renewal in accordance with the terms of the existing contract. The award decision is based on justification presented by the purchasing agency's justification.
- Other (Description here)

Not approval of award, but ministerial action to publish to the IPB

STEP #4 CONTRACT REVIEW AND APPROVAL

IPB Reference Number

4.1. Agency's Provision of Contract to SPO

Contract Number

APO Signature verifying submission Date

SPO Signature verifying receipt Date

SPO Signature denying approval Date

SPO's Comments/Recommendations regarding Approval/Disapproval of Contract:

4.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission Date

SPO Signature verifying receipt Date

4.3. SPO's Approval for Contract Execution

SPO's Signature approving Contract Date

1.4.3 Item 3: RR-16-4267, Maintenance Facilities Site Design

This project has a 25.00% D/M/WBE participation goal and 1.00% VOSB/SDVOSB participation goal.

Phase II Engineering services are required for the design/ architectural plans for the Tollway's maintenance facilities. The Tollway may adjust the project scope to more accurately reflect the field conditions at time of negotiations. These services will include, but not limited to, the following:

1. Develop civil site plans and prepare contract documents for up to four (4) maintenance sites. Work will include incorporating a Tollway Maintenance Facility, as designed under contract RR-12-4079, into the contract documents. As such, the consultant may need to hire the RR-12-4079 firm as a subconsultant.
2. On call and as-needed work related to the Tollway Maintenance Facilities.

Construction estimate: Category C.

Firms must be prequalified by IDOT in the following categories:

Highways (Roads and Streets)
Special Plans (Lighting)
Special Studies (Location Drainage)
Special Services (Architecture)

The Tollway will allow a Prime consultant to meet the prequalifications for Special Plans (Lighting), Special Studies (Location Drainage), and Special Services (Architecture) through a subconsultant.

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

- The person who will assume the duties of the Program Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer or Illinois Licensed Architect).
- The person who will assume the duties of the Project Architect (must be an Illinois Licensed Architect).
- The person(s) who will perform the QC/QA review work of all milestone submittals.

Schedule: This project is scheduled to start in Spring 2017.

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

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

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

PART II: CONTRACT CLAUSES AND REQUIREMENTS

2.1 CONSULTANT/SUBCONSULTANT CONFLICTS OF INTEREST WITHIN TOLLWAY PROJECTS

Certain contracts require that a prime consultant cannot perform other new services for the Tollway. Those are the Program Management Office (PMO), Consulting Engineer (CE), and Traffic Engineer (TE) contracts. The PMO, CE, and TE and their respective subconsultants can perform work on contracts awarded prior to the PMO, CE, or TE project awards, whether prior contract has been completed or is still in progress, in each case referred to herein as a "Prior Award". A party serving as the prime consultant on PMO, CE or TE projects may not perform other work for the Tollway during the pendency of the respective PMO, CE, or TE contract (including extensions).

Notwithstanding the permission granted to complete work under Prior Award, the prime consultant, or any subconsultant, may not review its own firm's work on a Prior Award. In such cases where, in the course of performing duties as a PMO, CE, or TE, such party, or any subconsultant thereto, would need to review its own work, the Tollway may permit the use of an "ethical screen" approved by the Tollway at the time Statements of Interest for PMO, CE, or TE are submitted. Such ethical screens must, at a minimum, provide that there shall be no communications between employees of firms reviewing Prior Award work performed or supervised by such firm. For example, if a subconsultant to the CE has the responsibility of performing electrical lighting reviews for the prime consultant, and the subconsultant is also responsible for designing electrical lighting as a subconsultant on a Prior Award, the CE prime consultant may substitute either another subconsultant or an employee of their own firm to review the Prior Award's specific design submittal. As an additional example, if a CE prime consultant is reviewing work that prime consultant performed under a Prior Award, an approved ethical screen would allow different employees of the CE than those that worked on the Prior Award or a CE subconsultant uninvolved in the Prior Award to perform the review. The Tollway reserves the right to assess any other potential issues that a professional firm, professional individual, or the Tollway reasonably determines is inappropriate.

This notice is not intended to create confusion; rather it is to request the use of common sense and professional judgment. As professional firms, it is known that you should not place your firm in an unfair advantage, and when you believe there may be an issue, to quickly inform the Tollway so that appropriate steps can be taken to mitigate any such instance. This notice is not intended to address any potential conflicts of interest ruled upon by the Chief Procurement Officer and/or the Procurement Policy Board under the Illinois Procurement Code (30 Ill. Comp. Stat. 500). Violations of this section may result in termination of contracts for cause.

2.2 FINANCIAL INFORMATION

2.2.1 Direct Labor Multiplier

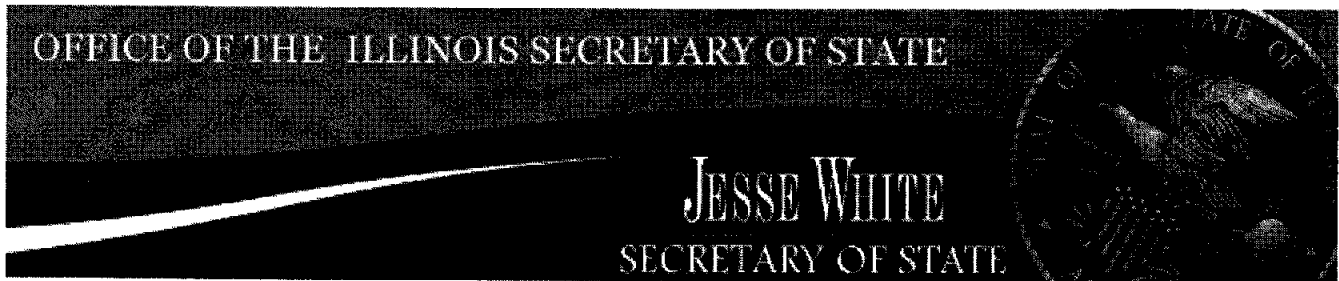
The Direct Labor Multiplier to be used on all projects advertised in the PSB is as follows:

Phase I and II (Studies, Design, and Survey)	2.8
Phase III (Construction Management)	2.8
Project Staff at Tollway Facilities	2.5

- The 2.5 multiplier applies to contracts with personnel permanently assigned to a Tollway facility, such as the Central Administration Building (CA). The 2.5 multiplier does not pertain to personnel assigned to construction field offices for Phase III (Construction Management).

The Direct Labor Multiplier for specialty engineering services, such as Aerial Mapping and LIDAR, will be based upon the firm's current overhead determined during contract negotiations.

RR-16-4267



CORPORATION FILE DETAIL REPORT

File Number	56289569		
Entity Name	ENVIRONMENTAL DESIGN INTERNATIONAL, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	02/22/1991	State	ILLINOIS
Agent Name	STEPHEN H PUGH	Agent Change Date	04/20/2009
Agent Street Address	180 N LASALLE STE 3400	President Name & Address	CLAIRE M WILLIAMS 33 W MONROE#1825 CHICAGO IL 60603
Agent City	CHICAGO	Secretary Name & Address	SINTEHA MONDESIR 33 W MONROE #1825 CHICAGO, IL 60603
Agent Zip	60601	Duration Date	PERPETUAL
Annual Report Filing Date	01/31/2017	For Year	2017
Old Corp Name	09/22/1993 - ENVIRONMENTAL S/E SERVICES, INC.		

[Return to the Search Screen](#)
[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

OTHER SERVICES

[File Annual Report](#)
[Adopting Assumed Name](#)
[Articles of Amendment Effecting A Name Change](#)
[Change of Registered Agent and/or Registered Office Address](#)
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

PSB 16-3 SOI Project Team: Prime and Sub-Consultant REQUIRED INFORMATION

Item # 3 RR-16-4267 Maintenance Facilities Site Design.

Prime Consultant Information		Prime Contact Information (ONLY "1")			Diversity Information				NOTE: Provide only One (1) Person under Key Personnel		ISTHA		IDOT		OTHER		
Prime Consultant Firm Name	Prime FEIN Number	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a D/M/WBE Yes / No	Does Proposal Contain Mentor Protégé Proposal Yes / No	Percentage Commitment of D/M/WBE on Project, INCLUDING PRIME, IF DBE	Percentage Commitment of VOSB on Project, INCLUDING PRIME, IF VOSB	Key Personnel Project Manager (1)	Key Personnel Project Engineer / Resident Engineer (1)	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee all Projects	Total Fee Remaining all Projects	
Environmental Design International inc.	[REDACTED]	Graig Neville, PE	312-345-1400	gneville@envdesig nl.com	Yes	No	56.00%	3.00%	Graig Neville, PE	Carl Bova, PE	\$ 120	\$ 120	\$ 5,875	\$ 3,755	\$ 2,500	\$ 1,770	
Sub-Consultant Information		Sub Contact Information (ONLY "1")			Sub Role and % of Work				Sub-Contractor Diversity Information: The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, if necessary, during negotiations. NOTE: Review Instructions Tab								
For Each Sub-Consultant Enter Prime Consultant Firm Name	Sub-Consultant Firm Name	FEIN Number	Provide "1" Project Manager for Sub-Consultant	Role (brief) of Sub-Consultant	Contact Phone Number (1)	Contact Email (1)	Percentage (%) of work to be Performed by Sub-Consultant	IL UCP, City of Chgo or N/A		City of Chicago, Cook County or N/A		City of Chicago, Cook County or N/A		Choose from the dropdown menu below		Male or Female	
								DBE	WBE	WBE	MBE	SBA 8(a)	VOSB / SDVOSB	Ethnicity	Gender	M/P	
Environmental Design	Epstein	[REDACTED]	Erick Buck, AIA	Architecture	312-454-9100	ebuck@epsteingloba	30.00%	N/A	N/A	N/A	No	No	Caucasian	ESOP	No		
Environmental Design	ESI Consultants, Ltd.	[REDACTED]	A. Bryant	Constructability Review	630-420-1700	jchiczewski@esiltd.cc	11.00%	N/A	N/A	N/A	No	No	Caucasian	Male	No		
Environmental Design	Singh & Associates	[REDACTED]	S. Singh Rikhraj, PE	Lighting Design	312.629.0240	singh@singhinc.com	1.00%	IL UCP	N/A	Cook County	No	No	Asian Indian	Male	No		
Environmental Design	Frega Associates Ltd	[REDACTED]	John V. Frega, AIA	Landscape Design, C	312-663-0640	jvfrega@fregaarchite	3.00%	No	No	N/A	No	Yes	N/A	N/A	No		

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RR-16-4267

EDI

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:36 05/11/17

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/11/17 AT 16:56 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

RR-16-4267

A. Epstein

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:36 05/11/17

ACTION: S

VENDOR NUMBER= *****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/11/17 AT 16:56 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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RR-16-4267

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OFFSET CONTRACT INQUIRY

16:36 05/11/17

ACTION: S

VENDOR NUMBER= *****[REDACTED]

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VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/11/17 AT 16:56 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

RR-16-4267

Singh & Assoc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:36 05/11/17

ACTION: S

VENDOR NUMBER= ***** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/11/17 AT 16:57 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

RR-16-4267

FREGA Assoc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:36 05/11/17

ACTION: S

VENDOR NUMBER= ***** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/11/17 AT 17:01 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

**EXHIBIT F - VOSB UTILIZATION PLAN –
PROFESSIONAL SERVICES**

Environmental Design International inc. (Vendor) submits the following Utilization Plan as part of our Statement of Interest in accordance with the requirements of the Veteran Small Business Program Status and Participation section of the solicitation for PSB 16-3, Illinois Procurement Bulletin Reference Number RR-16-4267. We understand that all subconsultants must be certified with the CMS Veteran Small Business Program at the time of submission of all bids / offers. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

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

Vendor submits the following statement:

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

Vendor's person responsible for compliance:

Name: Graig Neville, PE
Title: Civil Engineering Department Manager
Telephone: 312-345-1400
Email: gneville@envdesigni.com

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER Not applicable

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

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

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

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

EDI has secured a VOSB subcontractor

EXHIBIT F - GOOD FAITH EFFORTS CONTACT LOG

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

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

EXHIBIT F - Letter of Intent

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

Project Name: Maintenance Facilities Site Design Project/Solicitation Number: 18-3 Item 3: RR-16-4287
Name of Prime Vendor: Environmental Design International Inc. VOSB Compliance Contact: Claire Williams
Address: 33 W. Monroe St., Suite 1825

City: Chicago State: IL Zip Code: 60603
Telephone: 312-346-1400 Fax: 312-345-0529 Email: cwilliams@envdesigal.com

Name of Certified VOSB Vendor: Frega Associates, Ltd.

Address: 411 S. Welle VOSB Compliance Contact: John V. Frega

City: Chicago State: IL Zip Code: 60607

Telephone: 312-663-0840 Fax: 312-663-0864 Email: jvfrega@fregaarchitects.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: Approximately two weeks after contract signing.

Proposed 3.00 % of Contract to be performed by the VOSB Vendor.

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

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

Architectural landscape services, CADD support, architectural Quality Assurance/Quality Control

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

Vendor (Company Name and D/B/A):
[Redacted]

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

Signature
Print Name: Claire Williams
Title: President
Date: May 25, 2018

Signature [Signature]
Print Name: John V. Frega
Title: Partner
Date: May 25, 2018

RR-16-4267

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

Business Name Frega Associates, Ltd.
Owner Mr. Paul Krutulis
Address 411 S. Wells Street
 > [Map This Address](#) 5th Floor
 Chicago, IL 60607-3924
Phone 312-663-0640
Fax 312-663-0834
Email office@fregaarchitects.com
Website <http://www.fregaarchitects.com>
Ethnicity Other
Gender Male
County Cook (IL)

Certification Information

Certifying Agency State of Illinois Central Management Services
Certification Type VOSB - Veteran Owned Small Business
Renewal Date 8/14/2017
Expiration Date 8/14/2017
Certified Business Description

Commodity Codes

Code	Description
NIGP 90600	ARCHITECTURAL SERVICES, PROFESSIONAL
NIGP 90652	Interior Design, Decorating, Space Planning, Exhibits and Displays

Additional Information

Region Metro Chicago

Vendor Information

CLOSE WINDOW

? HELP

Vendor Information

Business Name **Singh & Associates, Inc.**
 Owner **Mr. Sadhu Singh Rikhiraj**
 Address **230 W MONROE ST STE 1400**
 > [Map This Address](#) **CHICAGO, IL 60606-4802**
 Phone **312-629-0240**
 Fax **312-629-8449**
 Email **singh@singhinc.com**
 Website **<http://www.singhinc.com>**

Certification Information

Certifying Agency **Cook County**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **11/23/2016**
 Renewal Date **11/23/2017**
 Expiration Date **11/23/2019**
 Certified Business Description **Licensed Professional Services: Design & Construction Engineering Services**

Commodity Codes

Code	Description
NAICS 541330	Construction engineering services
NAICS 541330	Engineering design services
NAICS 541330	Engineering services

Customer Support

[Print This Page](#)

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Exhibit A – Proposed Staff PSB 16-3

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

Project Manager (Items 1, 2 and 4)		
Name:		
Firm:		
Category:	IL Licensed Professional Engineer	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Project Engineer (Item 3)		
Name:	Carl Bova, PE	
Firm:	Environmental Design International inc.	
Category:	IL Licensed Professional Engineer	
License #:	062-040442	
Year Registered:	1983	State: IL
Office Address:	33 West Monroe Street, Suite 1825	
City:	Chicago	State: IL

SEE
Replacement
Letter

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

Structural Design (Item 1)		
Name:		
Firm:		
Category:	Illinois Licensed Structural Engineer	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

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

Architectural (Item 1)		
Name:		
Firm:		
Category:	IL Licensed Professional Architect	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

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

QA/QC Civil Site Design (Item 3)		
Name:	Glenn Schirmer, PE ✓	
Firm:	Environmental Design International inc.	
Category:	IL Licensed Professional Engineer Illinois Licensed Structural Engineer	
License #:	062-035841	
Year Registered:	1977	State: IL
Office Address:	33 West Monroe Street, Suite 1825	
City:	Chicago	State: IL

Exhibit A – Proposed Staff PSB 16-3, continued

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

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

Environmental Lead (Item 2)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Engineering Lead (Item 2)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Planning Lead (Item 2)			
Name:			
Firm:			
Category:	Extensive NEPA Experience		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Public Involvement Lead (Item 2)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Program Manager (Item 3)			
Name:	Graig Neville, PE, CFM, CPESC ✓		
Firm:	Environmental Design International inc.		
Category:	IL Licensed Professional Engineer or IL Licensed Architect		
License #:	062-051321		
Year Registered:	1997	State:	IL
Office Address:	33 West Monroe Street, Suite 1825		
City:	Chicago	State:	IL

Project Architect (Item 3)			
Name:	Eric Buck, AIA		
Firm:	A. Epstein and Sons International, Inc.		
Category:	IL Licensed Architect		
License #:	001-018516		
Year Registered:	2003	State:	IL
Office Address:	600 W. Fulton		
City:	Chicago	State:	IL

QA/QC Architecture (Item 3)			
Name:	Rudy N. Cuasay, AIA, ALA ✓		
Firm:	Frega Associates		
Category:	IL Licensed Architect		
License #:	001.012848		
Year Registered:	1989	State:	IL
Office Address:	411 S Wells St # 5		
City:	Chicago	State:	IL

**Exhibit A – Proposed Staff
PSB 16-3, continued**

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

Resident Engineer (Item 4)		
Name:		
Firm:		
Category:		
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Materials Coordinator (Item 4)		
Name:		
Firm:		
Category:		
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Document Technician (Item 4)		
Name:		
Firm:		
Category:		
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Materials QA Technician (Item 4)		
Name:		
Firm:		
Category:		
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Constructability Review (Item 3)		
Name:	Kevin Hayes, PE, AIA ✓	
Firm:	ESI Consultants, Ltd.	
Category:	WI Licensed Professional Engineer and IL Licensed Architect	
License #:	34091-06; #001-016335	
Year Registered:	2000/2006	State: WI, IL
Office Address:	1979 N. Mill Street, Suite 100	
City:	Naperville	State: IL

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

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

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

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



May 11, 2017

Mr. Graig Neville, P.E., CFM, CPESC
Environmental Design International, Inc. (EDI)
33 West Monroe, Suite 1825
Chicago, Illinois 60603

**RE: Contract RR-16-4267
Maintenance Facilities Site Design
Key Personnel Change**

Dear Mr. Neville:

The Illinois Tollway has reviewed and approves your request to change Key Personnel Position(s): Project Engineer and Lead Architect. As requested in your May 5, 2017 correspondence, Mr. Mike Bartusiewicz will replace Mr. Carl Bova as the Project Engineer and Mr. Bradley Dennis will replace Mr. Eric Buck as the Lead Architect for design services on contract RR-16-4267. These changes will not impact your upper limit of compensation.

Thank you for complying with Tollway Requirements in regards to this request, and please be mindful to provide similar requests when there is need to change a Tollway designated Key Personnel position. If you have any questions or need additional clarification, please contact Laura Thompson, project manager at 630/241-6800, ext. 6210.

Sincerely,



Paul D. Kovacs, P.E.
Chief Engineering Officer

PDK/lh

cc: ^{ca} Greg Stukel, ^{sz} Ed Flores, st Laura Thompson, Linda Davis-Adam, Kristen Hamilton,
Accounts Payable

File: 04-4267-01-10
LT_Tollway_PDK_4267-KeyPersonnelChangeApproval_05112017



*Environmental Design
International inc.*

33 W. Monroe St., Suite 1825
Chicago, Illinois 60603
phone: 312.345.1400
fax: 312.345.0529
www.envdesigni.com

May 5, 2017

Mr. Paul Kovacs, P.E.
Illinois State Toll Highway Authority
Chief Engineering Officer
2700 Ogden Ave
Downers Grove, IL 60515

RE: RR-16-4267 Key Personnel

Dear Mr. Kovacs:

This letter is to inform you of changes to key personnel on the maintenance facilities contract RR-16-4267. The following changes are proposed to the team:

- Carl Bova is no longer with EDI. Mike Bartusiewicz, P.E. will be assuming the anticipated duties of Mr. Bova.
- Bradley Dennis, AIA with Epstein will be assuming the lead architect role from Eric Buck. Mr. Dennis has been actively involved in the maintenance facilities projects at M-6 and M-7. Mr. Buck is still with Epstein and a resource for the project.

Should you have any questions, please do not hesitate contacting me.

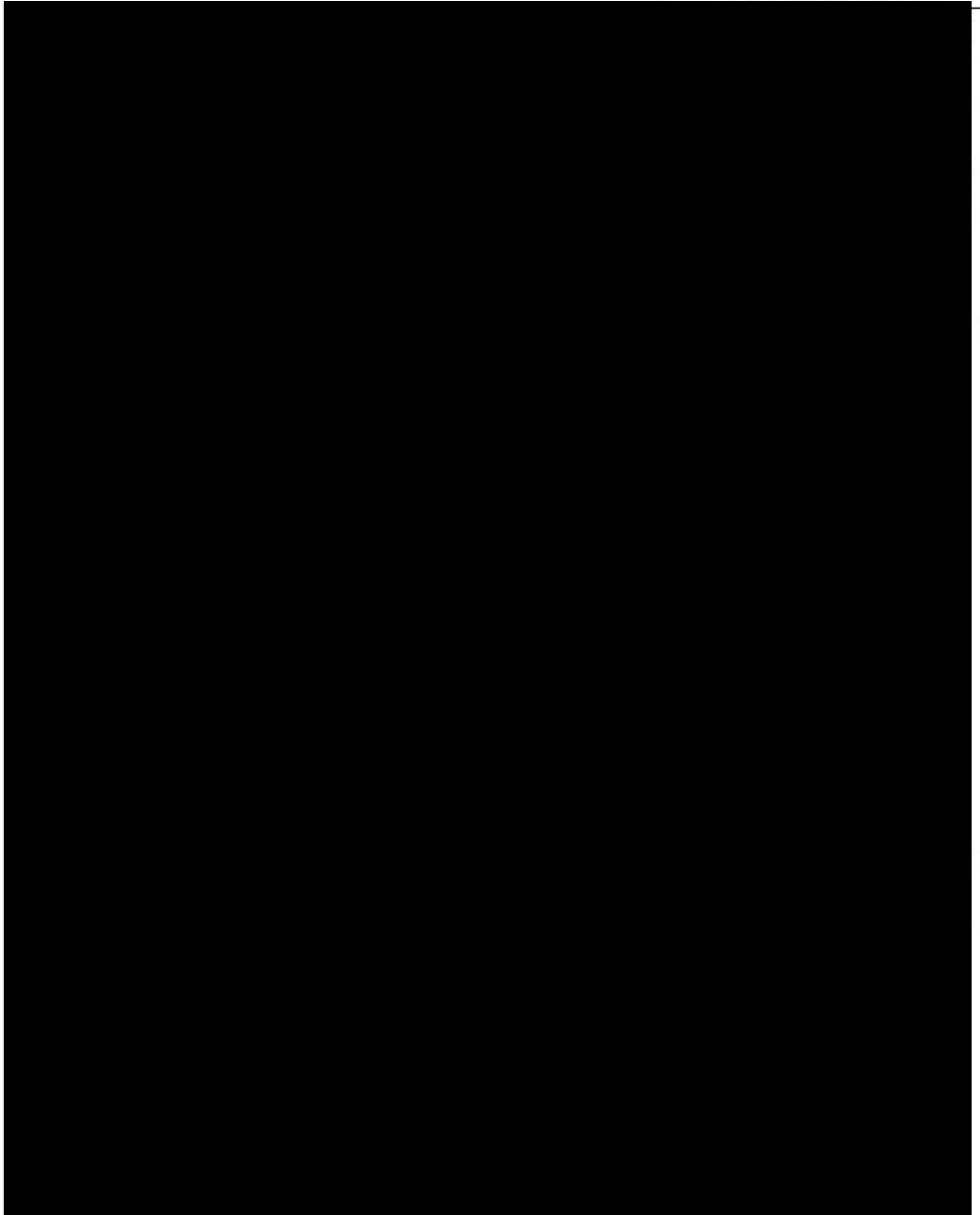
Sincerely,
Environmental Design International inc.



Graig Neville, P.E., CFM, CPESC

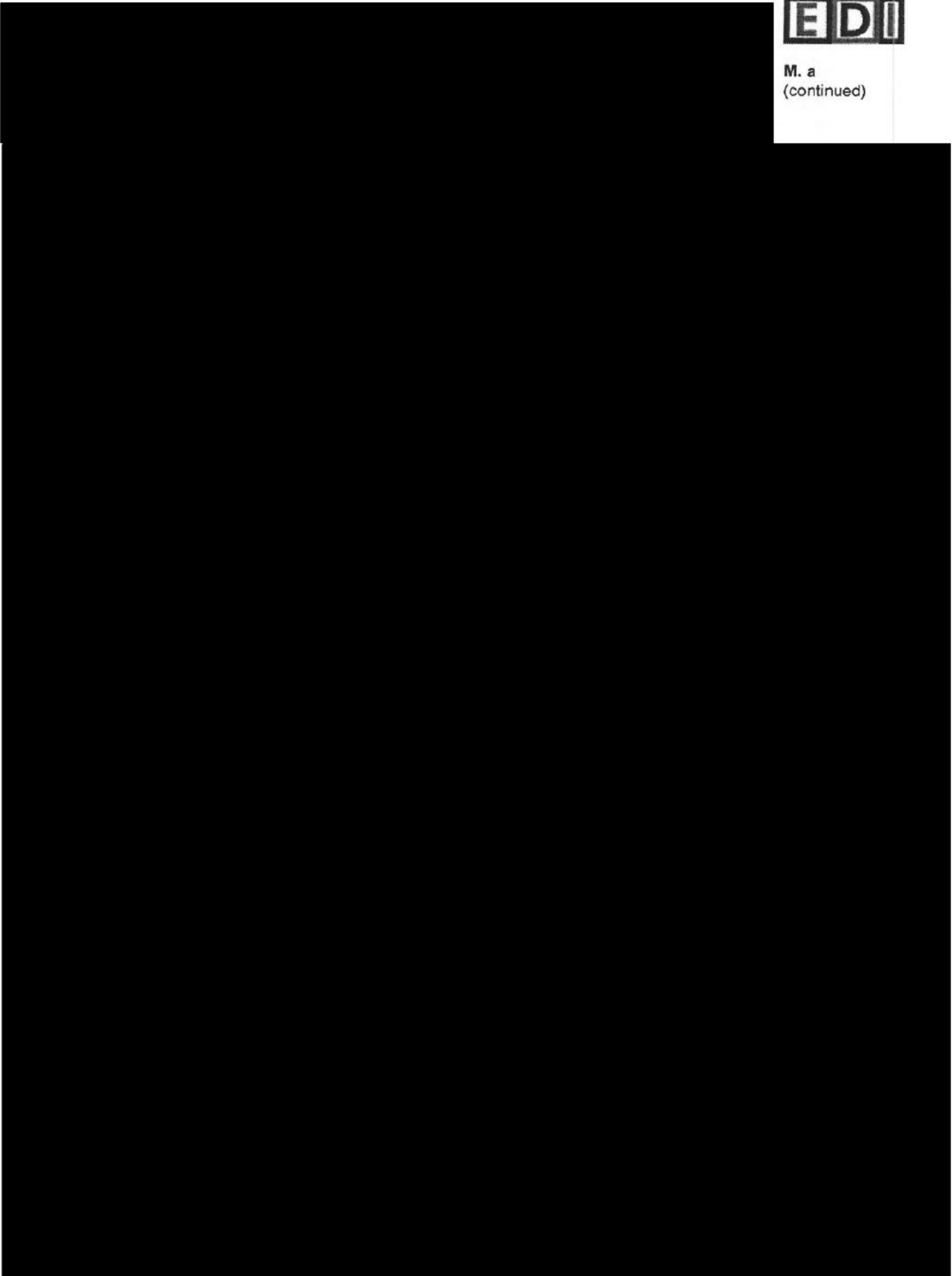
cc: Ed Flores, Tollway
Laura Thompson, Tollway

MICHAEL BARTUSIEWICZ, P.E.
SENIOR CIVIL ENGINEER



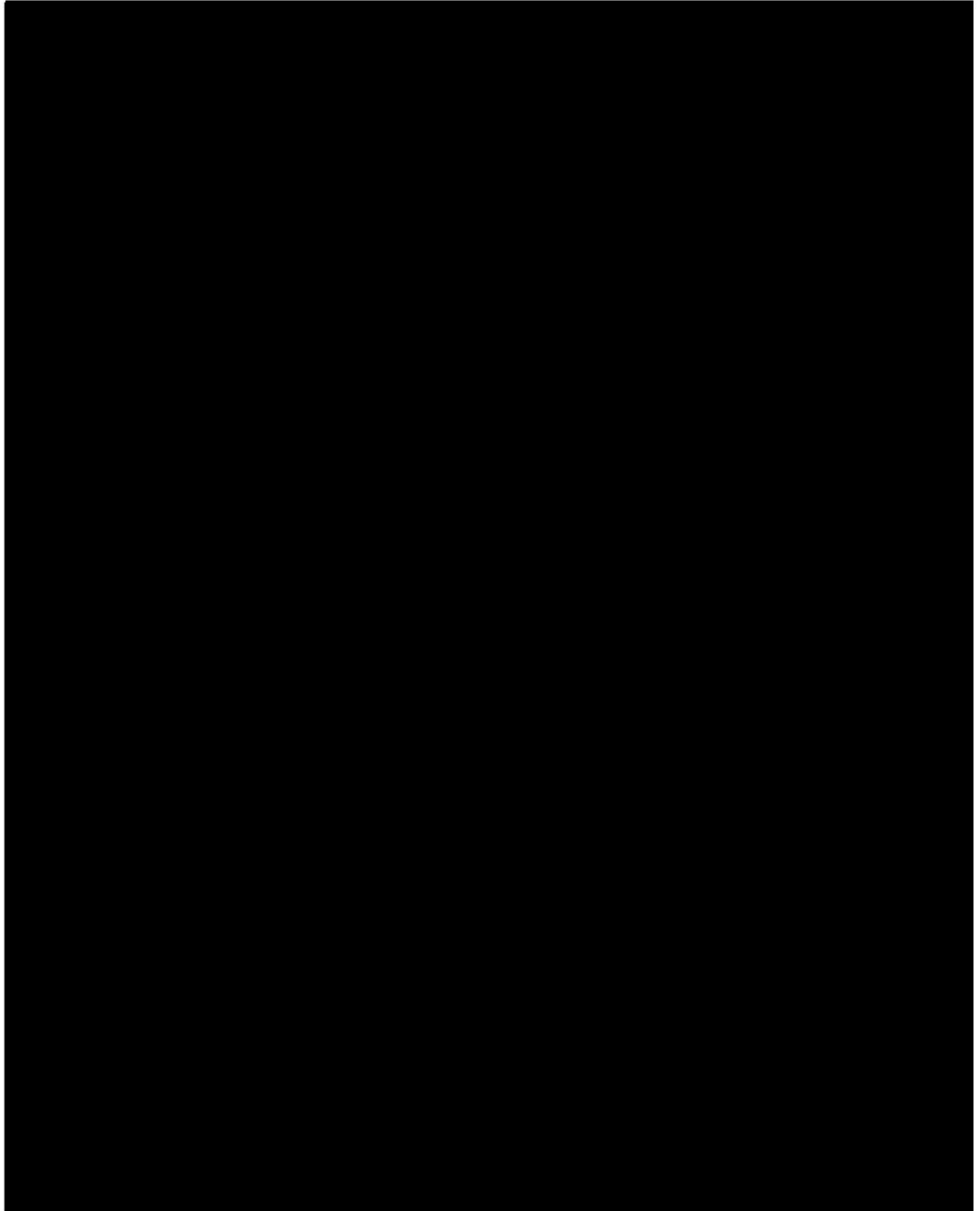


M. a
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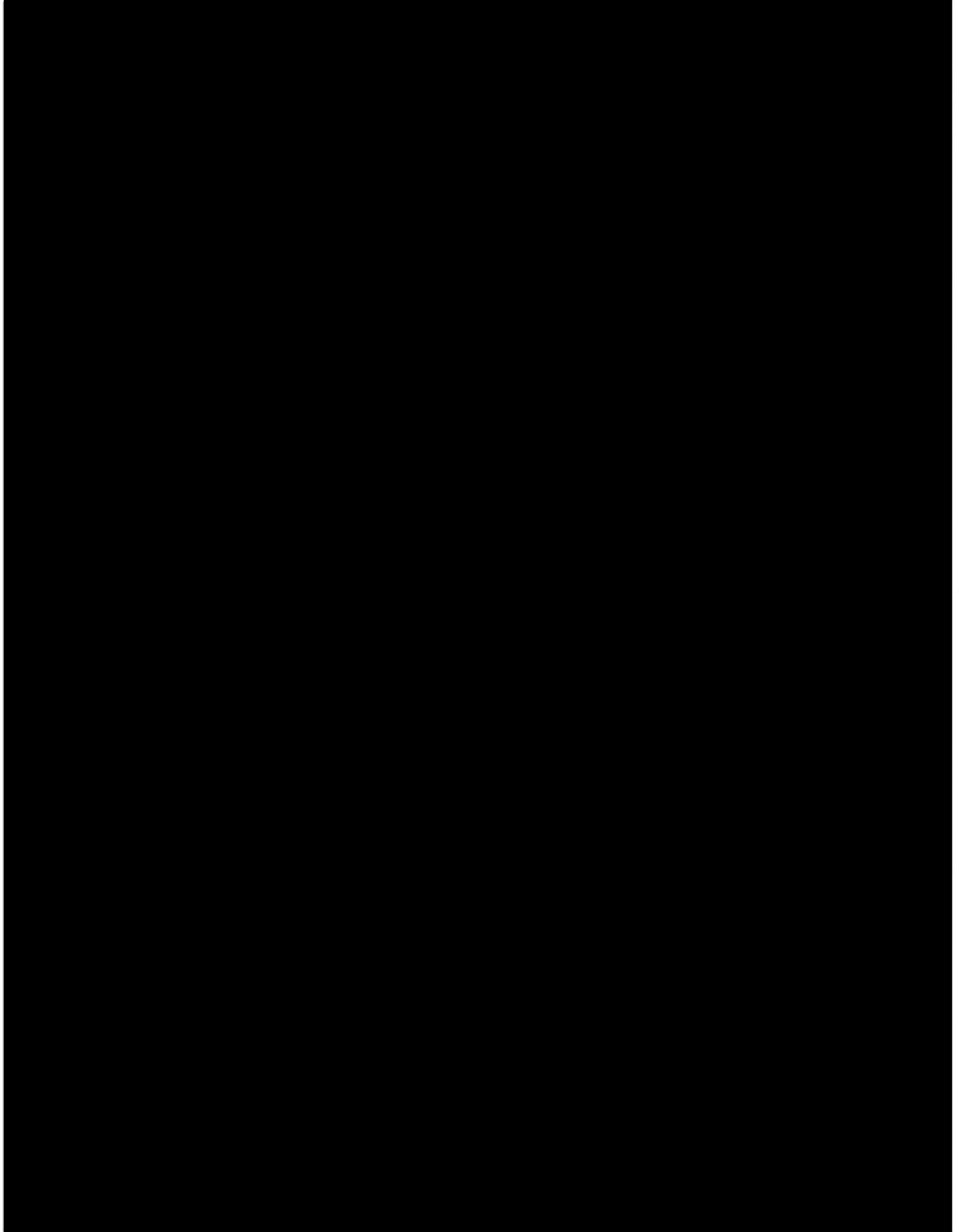


Bradley Dennis, PMP, LEED AP
Project Manager



EPSTEIN

Bradley Dennis, PMP, LEED AP
Project Manager



DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 25th day of **May, 2017**, 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 **ENVIRONMENTAL DESIGN INTERNATIONAL, 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 5, 2017**, to provide design section engineering services for Contract No. **RR-16-4267** for **Maintenance Facilities Site Design**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 16-3, Item 3**, 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-16-4267** for **Maintenance Facilities Site Design** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **May 5, 2017**, 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 in effect at the date of contract execution, and as revised thereafter.

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

ARTICLE II

Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or May 26, 2017** and ending **June 30, 2025**, in accordance with the schedule included in the attached proposal.

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

ARTICLE III

Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as shown in Exhibit "1") with an upper limit of compensation of **Three Million Nine Hundred Thousand Dollars and No Cents (\$3,900,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

ARTICLE IV

Scope of the Service

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

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

ARTICLE V

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

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

Confidentiality

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

The foregoing obligations shall not apply to confidential data or information lawfully in the DESIGN SECTION ENGINEER's possession prior to its acquisition from the TOLLWAY; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; or independently developed by the DESIGN

SECTION ENGINEER without the use or benefit of the TOLLWAY's confidential information.

ARTICLE VI

Responsibility for Injuries and Damages

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

ARTICLE VII

Insurance

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

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

- a. Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the DESIGN SECTION ENGINEER's employees acting within the course and scope of their employment.

- b. Commercial General Liability Insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 10/03 or equivalent, covering premises operations, independent contractors, blanket contractual liability, and personal injury with minimum limits of \$1,000,000.00 (One Millions Dollars) each occurrence and \$2,000,000.00 (Two Million Dollars) annual general aggregate.

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

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

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

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

ARTICLE VIII

Ownership of Documents

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

ARTICLE IX

Financial Statement

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

ARTICLE X

Successors and Assigns

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

ARTICLE XI

Subcontractors

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

except that the DESIGN SECTION ENGINEER may without such prior approval, contract with others for photogrammetric maps, equipment and supplies, printed matter, and other reproductions and stenographic, clerical or any other non-technical services.

ARTICLE XII

Suspension

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

ARTICLE XIII

Termination

A. Termination Without Cause

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

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

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

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

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

B. Termination for Cause

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

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

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

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

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIV

Solicitations

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

ARTICLE XV

Record Retention and Audit

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

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

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

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

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

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

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

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

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **Environmental Design International Inc., 33 W. Monroe, Suite 1825, Chicago, Illinois 60603**, or to the Chief Engineering Officer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XVII

Quality Assurance and Quality Control (QA/QC) Plan

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

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

ARTICLE XVIII

Miscellaneous

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

ARTICLE XIX

Inspector General

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

the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

ARTICLE XX

Engineer Selection Process

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

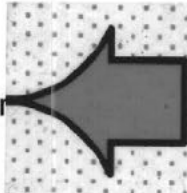
ARTICLE XXI

Report of a Change in Circumstances

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

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

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



IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT RR-16-4267 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

ENVIRONMENTAL DESIGN
INTERNATIONAL INC.

By [Redacted] 6/30/17
Chair/Executive Director-Signature Date
Robert Schillerstrom/Greg Bedalov

[Redacted] 5/12/17
President-Signature Date

Claire M. Williams
Printed Name as Signed Above

APPROVED:

[Redacted] 6/29/17
Chief of Finance - Signature Date
Michael Colsch

APPROVED:

Acting [Redacted]
General Counsel - Signature Date
David Goldberg
ELIZABETH PLAWSKI

Approved as to Form and Constitutionality

[Redacted] 6-26-2017
Attorney General, State of Illinois - Robert Lane - Signature Date

DESIGN SECTION ENGINEER PROPOSAL
FOR CONTRACT NUMBER RR-16-4267

This proposal, dated May 5, 2017, is submitted by Environmental Design International inc. of Chicago, Illinois for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract RR-16-4267 for which we propose to provide Design Section Engineering Services is for **Maintenance Facilities Site Design**, in Cook, DuPage, Lake and Kane County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 16-3, 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 2016 (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 Engineering Officer of the TOLLWAY prior to reimbursement. Premium portions of overtime and Reimbursable Direct Costs will be reimbursed upon presentation of appropriate documentation.

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

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

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 3,900,000.00 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

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

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

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

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

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

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

PROJECT STATUS EVALUATION - It will be the DESIGN SECTION ENGINEER's responsibility, when the total monies due the DESIGN SECTION ENGINEER approach 50% of the Total Contract Fee, to review the work accomplished and the work remaining, as well as the project schedule. The DESIGN SECTION ENGINEER shall then furnish the Chief Engineering Officer of the TOLLWAY with a written copy of 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 Engineering Officer for an alternative INVOICE submission date. DESIGN SECTION ENGINEER will request such approval or an INVOICE submittal extension no later than February 15th.

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-16-4267

SUBMITTED BY:

FIRM NAME: Environmental Design International inc.

ADDRESS: 33 W. Monroe, Suite 1825

**CITY, STATE &
ZIP CODE:** Chicago, IL 60603

TELEPHONE: (312) 345-1400

FACSIMILE: (312) 345-0529

SIGNED BY:

A black rectangular redaction box covers the signature of the representative. There are some handwritten marks above and below the box.

PRINTED NAME: Graig Neville

TITLE: Civil Department Manager

ILLINOIS TOLLWAY CONTRACT NO.:

RR-16-4267

CONTRACTOR (NAME):

Environmental Design International Inc.

1. PAYMENT TERMS AND CONDITIONS:

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

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

3. AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant to the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final

payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands,

expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

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

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

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

25.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

Environmental Design International inc. agrees with the terms and conditions set forth in the Professional Services Bulletin, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

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

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

Agreed:	Agreed:
By:	By:
Signed:	Signed:
Position:	Position:
Date:	Date:



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

Date: May 18, 2017 **Project Number:** RR-16-4267

Project Name: Maintenance Facilities Site Design

DELINQUENT DEBT REVIEW

CONTRACTOR/CONSULTANT

Sub-Consultant Disclosure.

Will you be using any sub-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 you will be using in the performance of this Contract, together with the anticipated percentage 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 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 sub-contractor/consultant certifications as shown on the Standard Sub-contractor Certification form available from the State.

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

Consultant: Environmental Design International inc.

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: gneville@envdesigni.com

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

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

<u>Sub-Consultant(s)</u>	<u>Sub-Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Percentage of Contract (to extent known)</u>
Epstein	[REDACTED]	600 W. Fulton St., Chicago, IL 60661	Architecture and Civil Support	30%
ESI Consultants	[REDACTED]	1979 N. Mill St., #100, Naperville, IL 60563	Drainage Design and Constructability Review	11%
Frega Associates, Ltd.	[REDACTED]	411 S. Wells St. #5, Chicago, IL 60607	Landscape Architecture, Architecture QA/QC	3%
Singh & Associates, Inc.	[REDACTED]	230 W. Monroe St., #1400, Chicago, IL 60606	Lighting	1%

Signature: [REDACTED]

Date: 5/18/2017

Printed Name: Leslie J. Sawyer

**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: Environmental Design International 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"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: 

Date: May 18, 2017

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 11697

Environmental Design International inc.

33 W. Monroe Street
Suite 1825

Chicago IL 60603-5326

Information for this business last updated on:

Friday, April 21, 2017

Certificate produced on Friday, April 21, 2017 at 1:15 PM



EXHIBIT "1"

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To all to whom these Presents Shall Come, Greeting:

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

ENVIRONMENTAL DESIGN INTERNATIONAL, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 22, 1991, 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.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 24TH day of APRIL A.D. 2017 .

Jesse White

SECRETARY OF STATE

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Environmental Design International, Inc.

System Vendor Number: 20061114

[Return to Main Form](#)

Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	5/9/2017
STATUS	Accepted
BUSINESS NAME	Environmental Design International, Inc.
POINT OF CONTACT	EDI Sales
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	<input type="checkbox"/>
2. NAME OF CEO/BUSINESS OWNER	Leslie J. Sawyer	<input type="checkbox"/>
3. ANNUAL SALES/GROSS RECEIPTS	8200000	<input type="checkbox"/>
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	02/22/1991	<input type="checkbox"/>
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	<input type="checkbox"/>
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Angela Timmons	<input type="checkbox"/>
CONTACT PERSON TITLE	Communicatons Director	
CONTACT PERSON PHONE	3123458691	
CONTACT PERSON EMAIL	atimmons@envdesignt.com	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Chief Procurement Office (CPO)	<input type="checkbox"/>
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Vendor Registration: View Form

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

Environmental Design International, Inc.

System Vendor Number: 20081114

[Return to Main Form](#)

Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	5/9/2017
STATUS	Accepted
BUSINESS NAME	Environmental Design International, Inc.
POINT OF CONTACT	EDI Sales
FLAG FORM	Add Flag

C. Small Business Set-Aside Program

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

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

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

Vendor Registration: View Form

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

Environmental Design International, Inc.

System Vendor Number: 20061114

Return to Main Form

Vendor Registration	
FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	5/9/2017
STATUS	Accepted
BUSINESS NAME	Environmental Design International, Inc.
POINT OF CONTACT	EDI Sales
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	65 70
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 70 97136-00 March 25, 2019

E. Authorized to do Business in Illinois	
1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	Yes, registered and in good standing with the Illinois Secretary of State 70

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

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Environmental Design International, Inc.

System Vendor Number: 20061114

[Return to Main Form](#)

Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	5/9/2017
STATUS	Accepted
BUSINESS NAME	Environmental Design International, Inc.
POINT OF CONTACT	EDI Sales
FLAG FORM	Add Flag

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. 730

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3 730

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 730

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 500/25-80 730

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 500/50-5 730

Yes

EXHIBIT "1"

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

EXHIBIT "1"

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

EXHIBIT "1"

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

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

Yes

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.

11697

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

Customer Support

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Vendor Registration: View Form

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

Environmental Design International, Inc.

System Vendor Number: 20061114

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	5/9/2017
STATUS	Accepted
BUSINESS NAME	Environmental Design International, Inc.
POINT OF CONTACT	EDI Sales
FLAG FORM	Add Flag

H. Iran Disclosure
<p>1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? ID</p> <p style="margin-left: 40px;">No business operations to disclose.</p>

Additional Information
<p>STAFF ATTACHED FILE(S)</p> <div style="text-align: center; margin: 10px 0;"> Attach File </div> <p style="text-align: center; font-size: small;">Refresh List after attaching file(s).</p>

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STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22038321 Procurement/Contract #: RR-16-4267

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 #: 20061114 IPG Expiration Date: 5-16-2018

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		

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

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				

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: Environmental Design International inc.

Phone: 312-345-1400

Street Address: 33 W. Monroe Street, Suite 1825

Email: Gneville@envdesigni.com

City, State, Zip: Chicago, IL 60603

Vendor Contact: Graig Neville, PE

Signature: 

Date: May 18, 2017

Printed Name: Leslie J. Sawyer

Title: Chairman and CEO



*Environmental Design
International inc.*

33 W. Monroe St., Suite 1825
Chicago, Illinois 60603
phone: 312.345.1400
fax: 312.345.0529
www.envdesigni.com

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Tollway	Maintenance Facilities Site Design	Pending	TBD	RR-16-4267 Systemwide
Illinois Tollway (sub to Stantec)	I-294 to I-90- Bensenville Yard Underpass. Phase II Engineering Services	Ongoing	TBD	I-15-4657 EOWA
Illinois Tollway (sub to Michael Baker)	I-88 Dixon to Rock Falls	Pending	\$296,000	RR-13-5660
Illinois Dept. of Transportation	PTB 162, Item 16 – Various Survey District One	Ongoing 2012-2017	\$500,000	PTB 162, Item 16
Illinois Dept. of Transportation	Various Phase I Projects	Ongoing 2014-2017	\$249,000	P-91-004-14
Illinois Dept. of Transportation	Various Waste Assessments and Investigations	Ongoing 2015-2017	\$300,000	PTB 173-011
Illinois Dept. of Transportation	Hazardous Waste Surveys	Ongoing 2015-2018	\$800,000	PTB 172-027
Illinois Dept. of Transportation	I-55 (Stevenson Expressway): I-94 (Dan Ryan Expressway) to US 41 (Lake Shore Drive), Phase III Engineering Services	Ongoing March 2015 to August 2017	\$2,343,595.21	Job No. C-91-192-14
University of Illinois at Urbana-Champaign	Freer Hall - Pool Infill Renovation – Subconsultant to LCM Architects	Ongoing 2015-2017	\$99,300	QBS #PSSU15043
University of Illinois-Chicago	QBS Environmental Consultant Retainer	Awarded November 2014	TBD	QBS #PSS600-C14004
University of Illinois-Chicago	QBS Environmental Health and Safety Retainer	Awarded November 2014	TBD	QBS #PSS600-C14009

Illinois Medical District	Environmental Services RFP	No contracts have been issued under this retainer to date.	TBD	RFP 13-010
University of Illinois – Urbana Champaign	Natural History Building Renovation	Subcontract 2013 to present	\$296,000	U13NHB
University of Illinois – Urbana Champaign	Turner Hall Renovation	Subcontract 2013 to present	\$10,000	U12184
University of Illinois – Urbana Champaign	Medical Sciences Building Renovation	Subcontract 2013 to present	\$15,000	U10024
Illinois Tollway	I-90 and Systemwide. Design Services Upon Request.	Subcontract 2014 to present	\$150,000	I-144196
UIUC	QBS CITL Armory Renovation	Subcontract to LCM Architects	\$15,000	QBS #PSSU14084
UIUC	Abbott Power Plant-Gas Boiler Replacement-Phase 2	Subconsultant to AEI	\$65, 430	QBS #PSSU14111
Northern Illinois University	Environmental Health and Safety Retainer	Awarded as prime July 2015	TBD	QBS #SMO52115
Northern Illinois University	Civil Engineering Consulting Retainer	No contracts have been issued under this retainer to date.	TBD	QBS SMO42811

Vendor Registration: View

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Environmental Design International, Inc.

System Vendor Number: 20061114

Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	5/9/2017
STATUS	Accepted
REVIEWER	Stephanie Hill
DATE REVIEWED	5/16/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	5/16/2018
FLAG FORM	Add Flag

Settings

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

Vendor Information

BUSINESS NAME	Environmental Design International, Inc.
PRIMARY CONTACT	EDI Sales (change contact)
PRIMARY CONTACT EMAIL	edi.sales@envdesignl.com
PHONE	312-345-1400
FAX	312-345-0529
COMPANY EMAIL	dsawyer@envdesignl.com
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	33 W. Monroe St., Ste. 1825 Chicago, IL 60603 [edit address]

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Environmental Design International, Inc.

System Vendor Number: 20081114

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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	5/9/2017
STATUS	Accepted
BUSINESS NAME	Environmental Design International, Inc.
POINT OF CONTACT	EDI Sales
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 730

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

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS? 730

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 730

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? 730

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

Document

Status

List of individuals or entities meeting one or more of the listed thresholds.

Attached by EDI Sales on 5/9/2017

[IPG Percentage of Ownership and Distributive Income Form \(1\).docx](#)

(DOCX, 127.20 KB)

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1. 730

1.

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME 730

EXHIBIT "1"

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

Not applicable - For-Profit Entity

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

No

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

No

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

No

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

No

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

Not applicable - I answered No In Questions 5-8

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

Not applicable - I answered No In Questions 5-8

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

No

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

No

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

No

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

EXHIBIT "1"

THE PREVIOUS 2 YEARS?

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

EXHIBIT "1"

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

Vendor Name: Environmental Design International inc.

DBA: Click here to enter text.

INSTRUCTIONS:

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Leslie J. Sawyer94.135%		94.135%	Click here to enter text.	94.135%	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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2017

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 MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.certrequest@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Environmental Design International, Inc. 33 West Monroe Street, Suite 1825 Chicago, IL 60603-5326	INSURER A: Hartford Casualty Insurance Company		29424
	INSURER B: Hartford Underwriters Insurance Company		30104
	INSURER C: Crum & Forster Specialty Insurance Co		44520
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CHI-007048287-01 **REVISION NUMBER:** 1

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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			84SBWRU7473	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			84UEGPY4106	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			84SBWRU7473	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	84 WEG CD6885	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			PKC-104302 Retro. Date: 02/22/1991	07/01/2016	07/01/2017	Limit 5,000,000 SIR: 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Illinois State Toll Highway Authority is/are included as Additional Insured (except Workers' Compensation and Professional Liability) where required by written contract.
General Liability and Automobile Liability insurance are Primary and Non-Contributory limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER CANCELLATION

The Illinois State Toll Highway Authority 2700 Ogden Ave. Downers Grove, IL 60515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee
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AGENCY CUSTOMER ID: 234415

LOC #: Chicago



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED Environmental Design International, Inc. 33 West Monroe Street, Suite 1825 Chicago, IL 60603-5326	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Contractors Pollution Liability
Carrier: Crum & Forster Specialty Insurance Company
Policy Number: PKC-104302
Effective Date: 07/01/2016
Expiration Date: 07/01/2017
Limits: 5,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

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

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

Contract Information Sheet

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

Consultant Name: Environmental Design International inc.

Contract Number: RR-16-4267

Proposal Date: 5/5/2017

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-16-4267

Consultant: Environmental Design International inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1. M-16 EOWA	242	242											484
2. M-3 Park Ridge	183	64	84	84	156	164	202	202	202				1341
3. M-5 Arlington Hts.	370	148	148	154	236	236	236	236	68				1832
4. M-1 Truck Wash				116	212	216							544
5. M-8									576	336	172	196	1280
6. M-4 Gurnee													
TOTALS	795	454	232	354	604	616	438	438	846	336	172	196	5481

Contract No.: RR-16-4267

Consultant: Environmental Design International inc.

Date: 5/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 36 No. OF MONTHS
SCHEDULED START DATE: 7/1/2017
RAISE DATE: 7/1/2018
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date	Date
7/1/2017	6/30/2018	7/1/2018	6/30/2019	7/1/2019	6/30/2020		
12.0	12.0	12.0	36.0	36.0	36.0		
36.0	36.0	36.0					
33.33%	33.33%	33.33%					
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
36.0	36.0	36.0	36.0	36.0	36.0
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: 100.00%

Contract No.: RR-16-4267

Consultant: Environmental Design International inc.

Date: 5/5/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM		
						Total Estimated Work Hours:	9,908.00	Total Estimated O/T Hours:	
						Average Hourly Rate:	\$39.47	Average Premium O/T Hourly Rate:	
						Total Direct Labor	\$391,068.76	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	\$63.88	\$63.88	16.00			
No	Project Manager	\$40.00	\$70.00	\$63.86	\$63.86	991.00			
No	Senior Engineer/Planner	\$40.00	\$70.00	\$53.56	\$53.56	1,685.00			
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$43.85	\$43.85	2,148.00			
No	Staff Engineer/Planner	\$20.00	\$40.00	\$29.74	\$29.74	2,448.00			
No	Engineer /Accountant	\$20.00	\$60.00						
No	Senior Technical Specialist	\$25.00	\$60.00	\$32.89	\$32.89	724.00			
No	Technical Specialist	\$15.00	\$50.00	\$27.42	\$27.42	1,384.00			
No	Architect	\$30.00	\$70.00						
No	Realty Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00	\$14.00	\$14.00	416.00			
No	Admin/Clerical	\$8.25	\$40.00	\$20.66	\$20.66	96.00			

Contract No.: RR-16-4267

Consultant: Environmental Design International inc.

Date: 5/5/2017

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	Program Manager	Michael Ring	\$50 - \$70
Project Manager	Engineer III	Graig Neville	\$40 - \$70
	Surveyor II	William Fleming	
Senior Engineer/Planner	Engineer III	Michal Bartusiewicz	\$40 - \$70
	Senior Consulting Engineer	Glenn Schirmer	
	Senior Consulting Engineer	G. Nicholas Textor	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Engineer II	Jillyn O'Shea	\$25 - \$60
	Environmental Engineer III	Andrew Dorn	
	Environmental Engineer III	Felix Moran	
Staff Engineer/Planner	Engineer I	Katharyn Snyder	\$20 - \$40
	Engineer I	Brendan Farnham	
Senior Technical Specialist	Surveyor II	LeaAnn Graves	\$25 - \$60
	Surveyor I	Matthew Westerkamp	
	Task Manager	Jeoi Hun Lee	
	Task Manager	Scott Dileto	
Technical Specialist	Survey Crew Chief	Jeffrey Flowers	\$15 - \$50
	Survey Crew Chief	John Toczyłowski	
	Survey Instrument Person	Daniel Herrmann	
	Survey Instrument Person	Daniel Check	
	CADD Technician	Jason Szabo	
	CADD Technician	Keith Richardson	
	Environmental Scientist II	Nick Szymanski	
	Environmental Scientist I	Colleen Schwartz	
	Environmental Technician	Anthony Spalla	
	Environmental Scientist I	Akihla Townsend	
Environmental Scientist I	Brendan Kinsella		
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern	Engineer Intern	Terry Haynes	\$8.25 - \$20
Admin/Clerical	Admin	Amy Thede	\$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."

Contract No.: RR-16-4267

Consultant: Environmental Design International inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Michael Ring

Project Manager: Graig Neville

Project Engineer: Michal Bartusiewicz

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: Glenn Schirmer

Others: Name: William Fleming

Classification: Surveyor II

Name: _____

Classification: _____

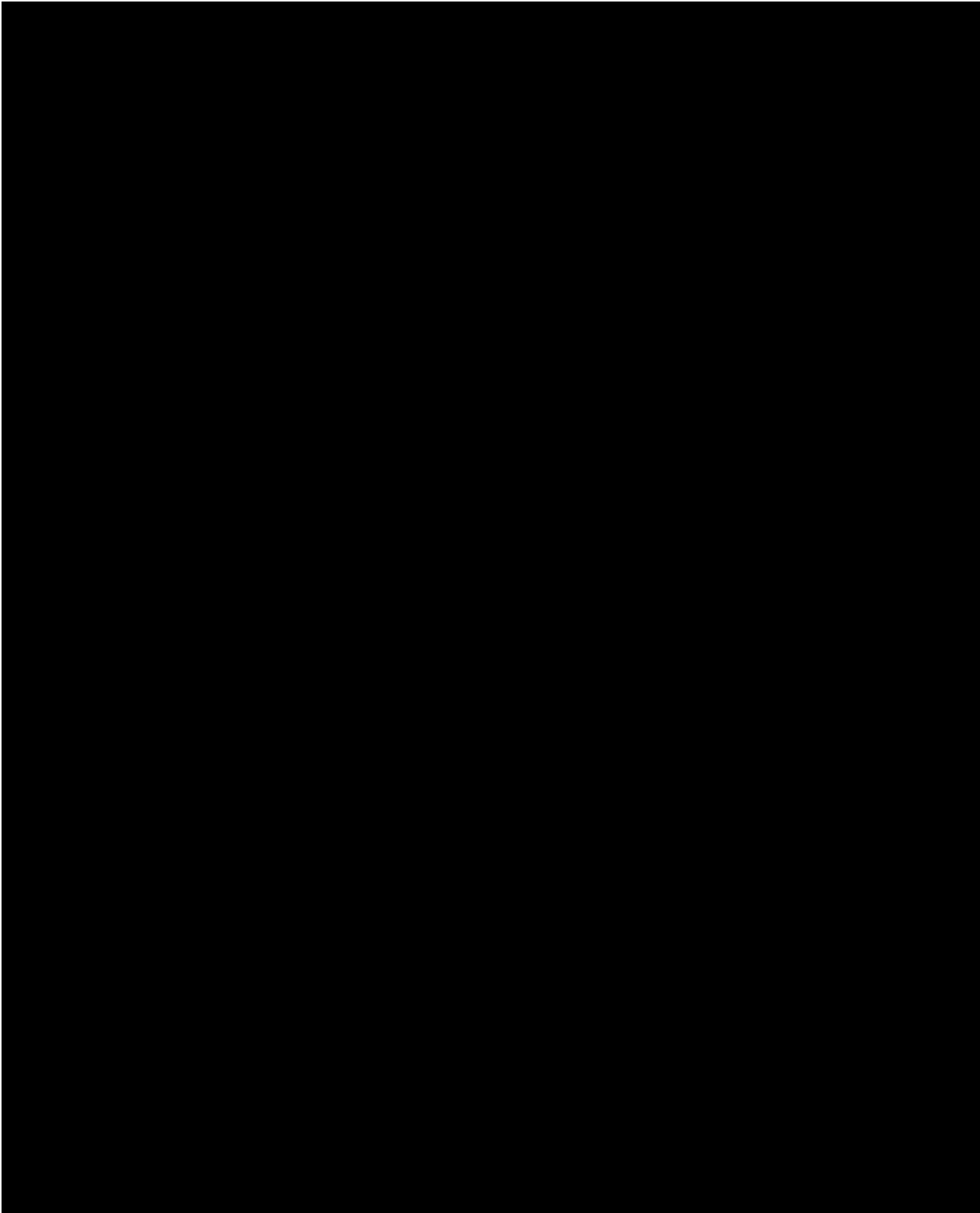
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Classification: _____

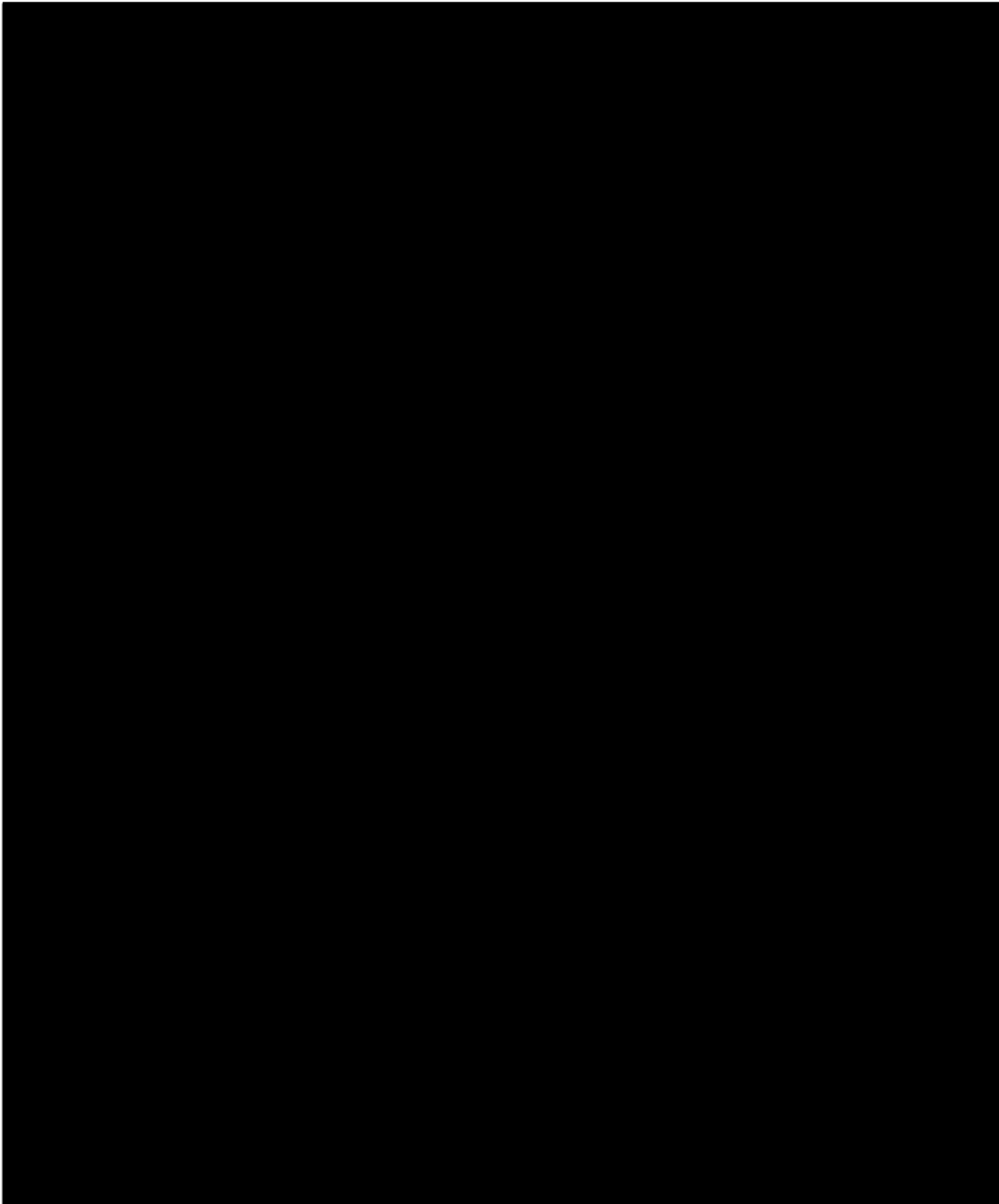
Name: _____

Classification: _____

MICHAEL T. RING, PLS, PS
SURVEY LEAD

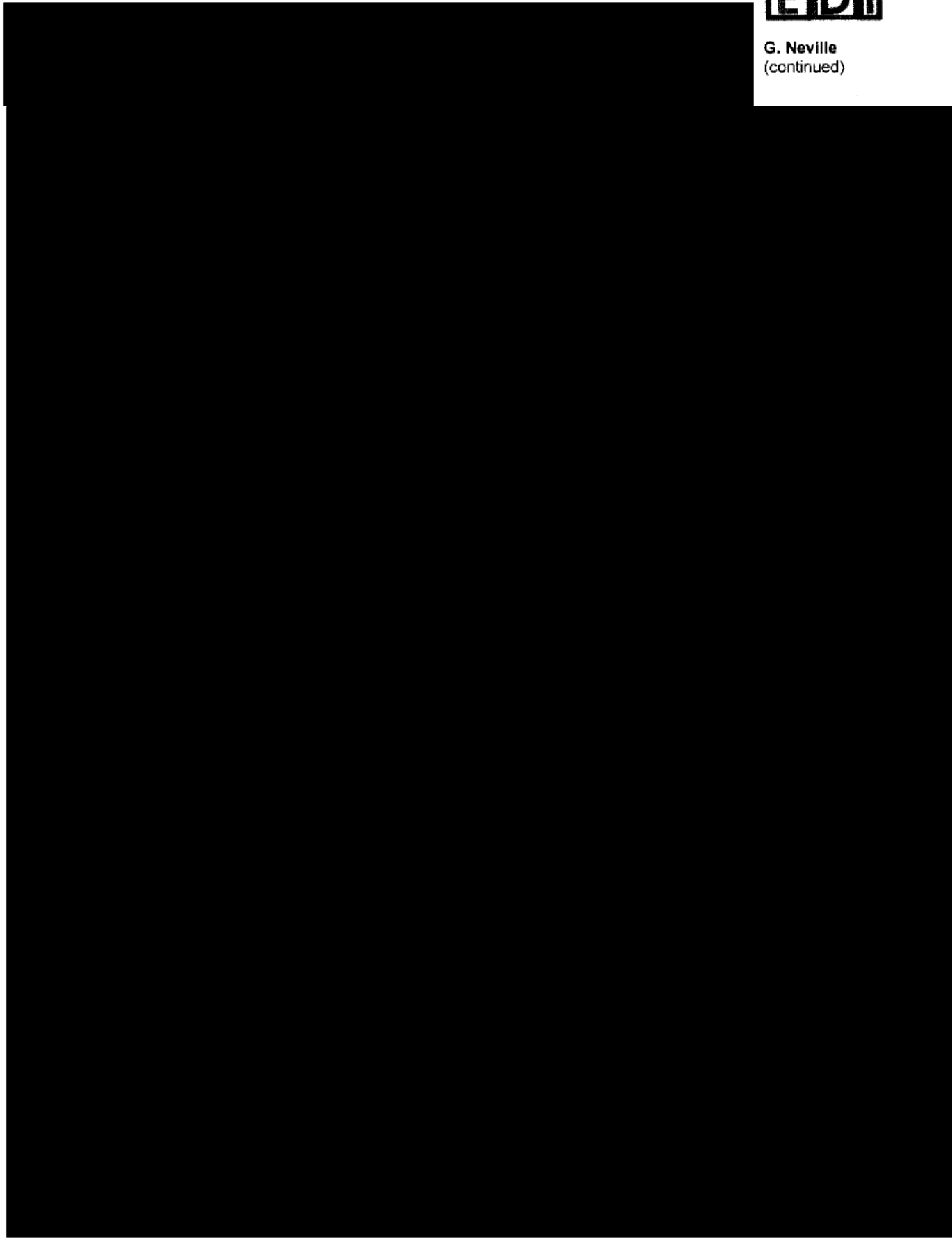


GRAIG B. NEVILLE, PE, CFM, CPESC
PROGRAM MANAGER



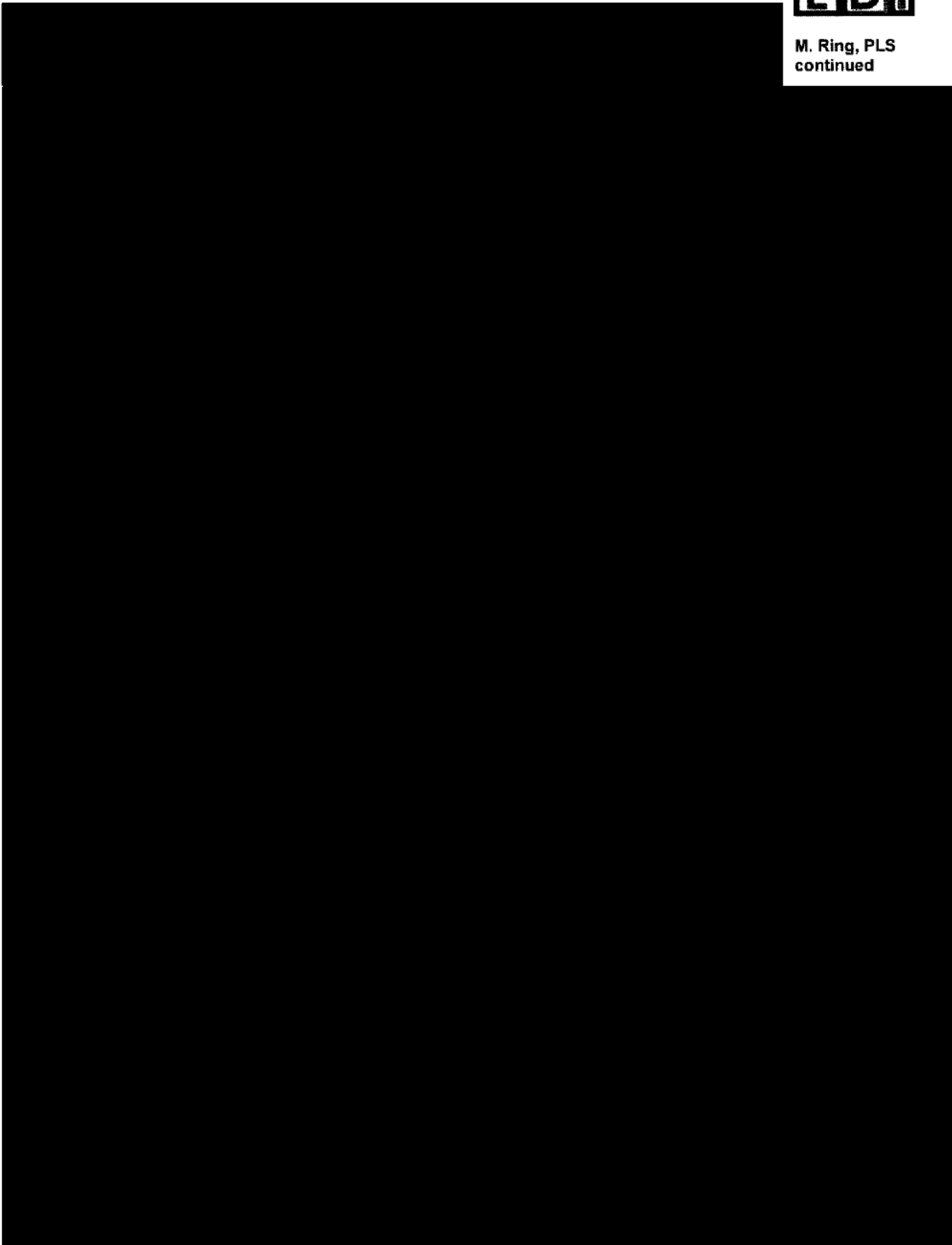


G. Neville
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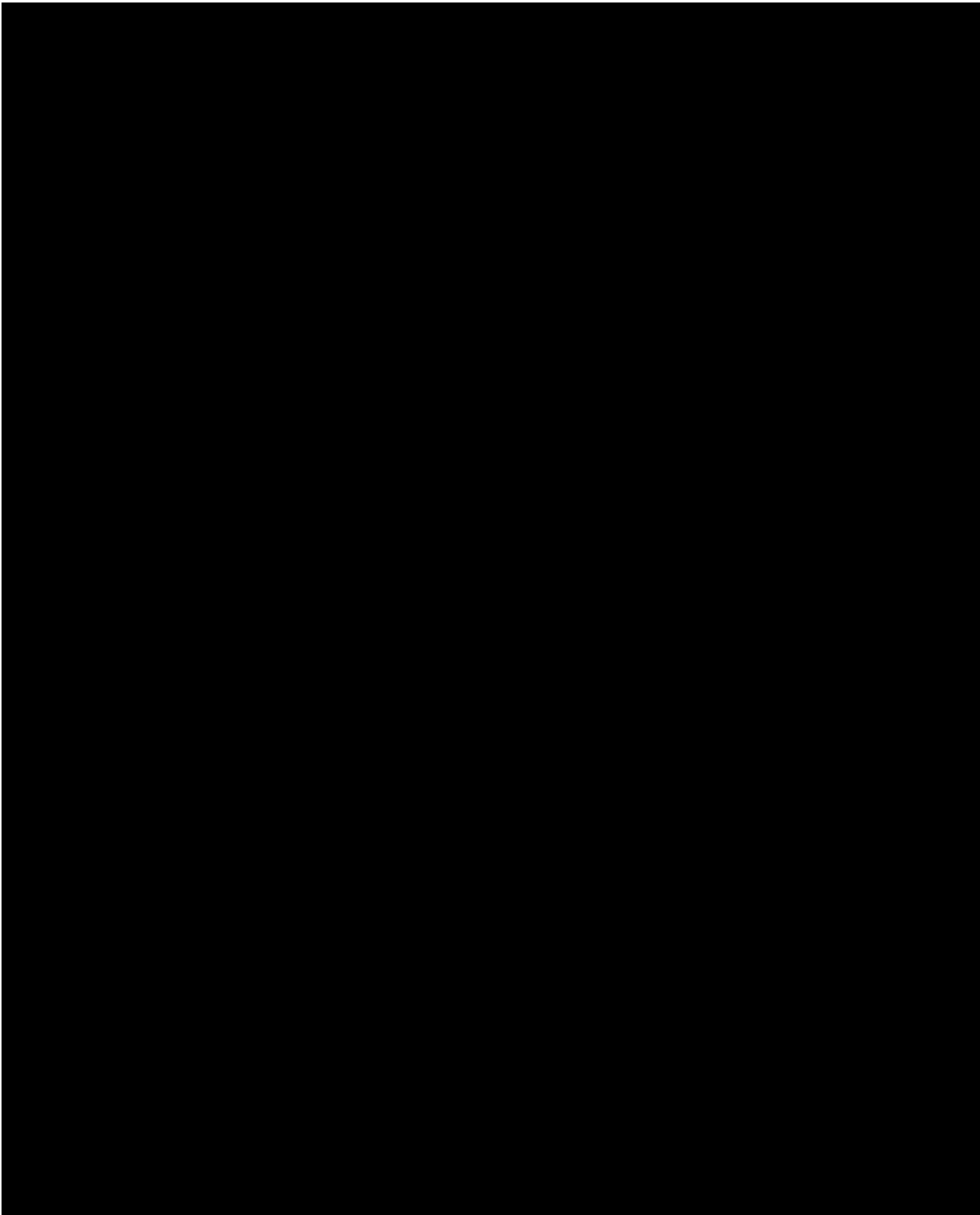




M. Ring, PLS
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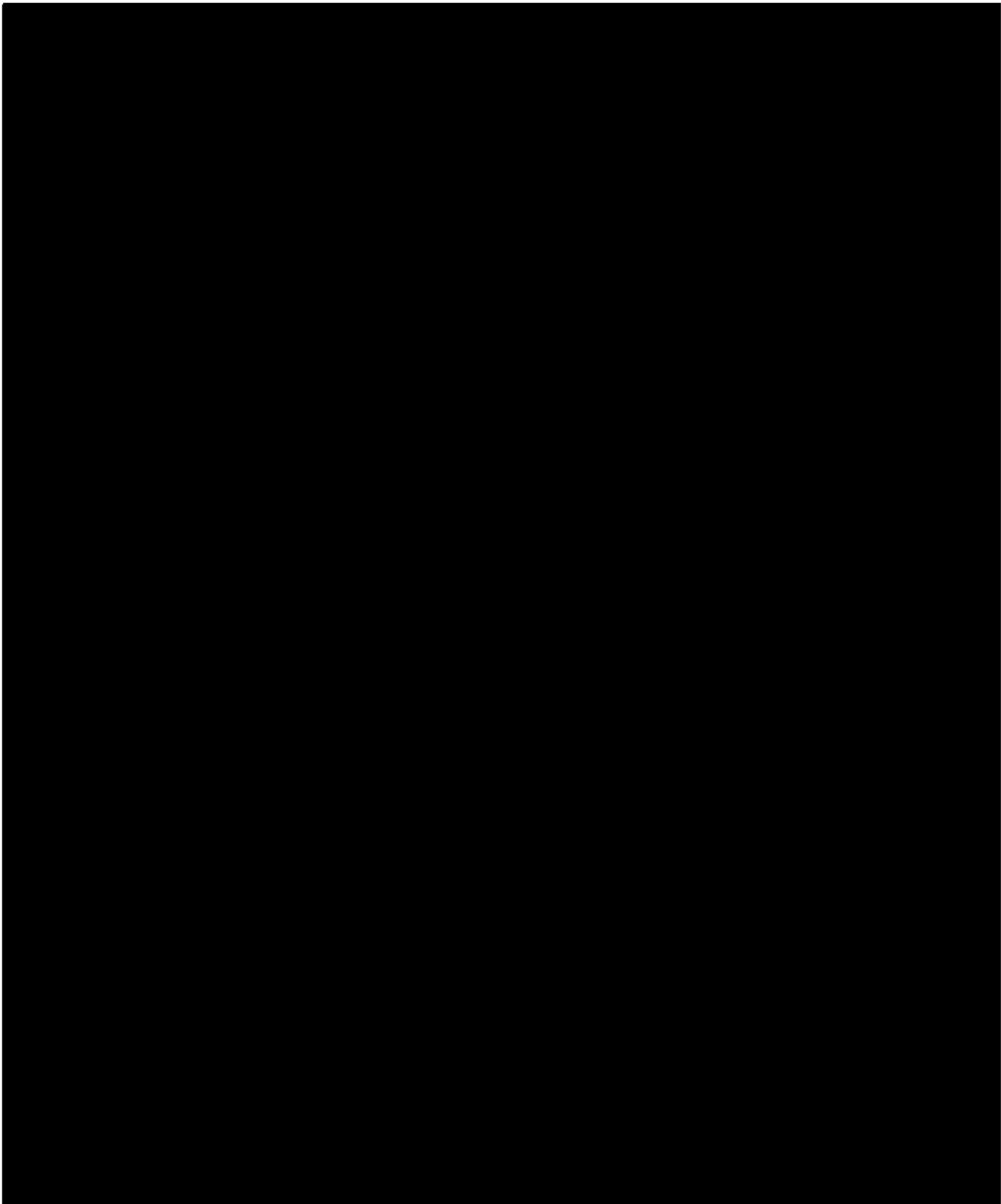
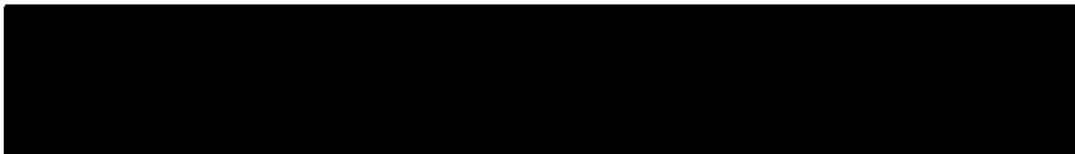


MICHAL BARTUSIEWICZ, P.E.
SENIOR CIVIL ENGINEER

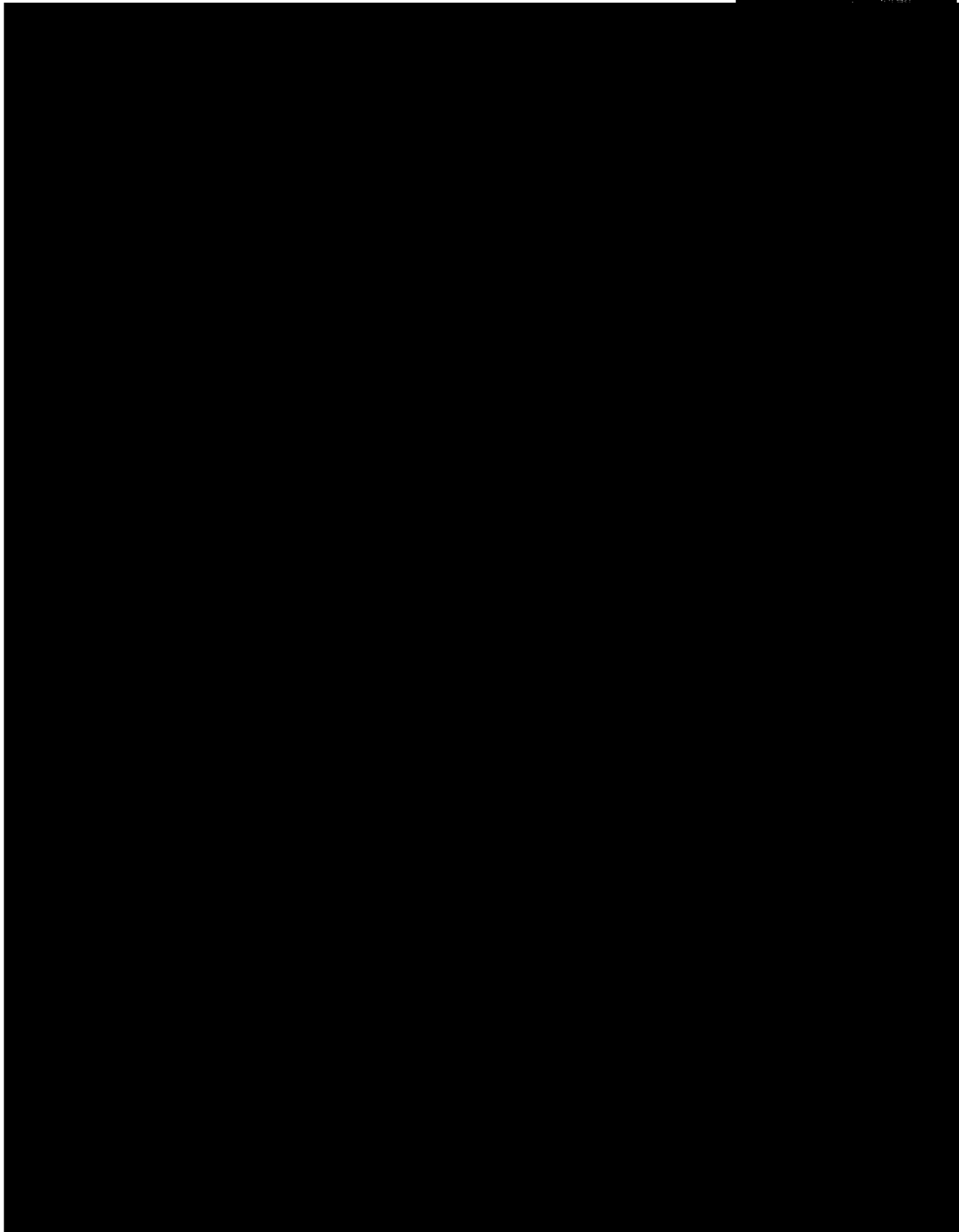




M. a
(continued)



GLENN E. SCHIRMER, PE
QUALITY CONTROL/QUALITY ASSURANCE – CIVIL SITE DESIGN

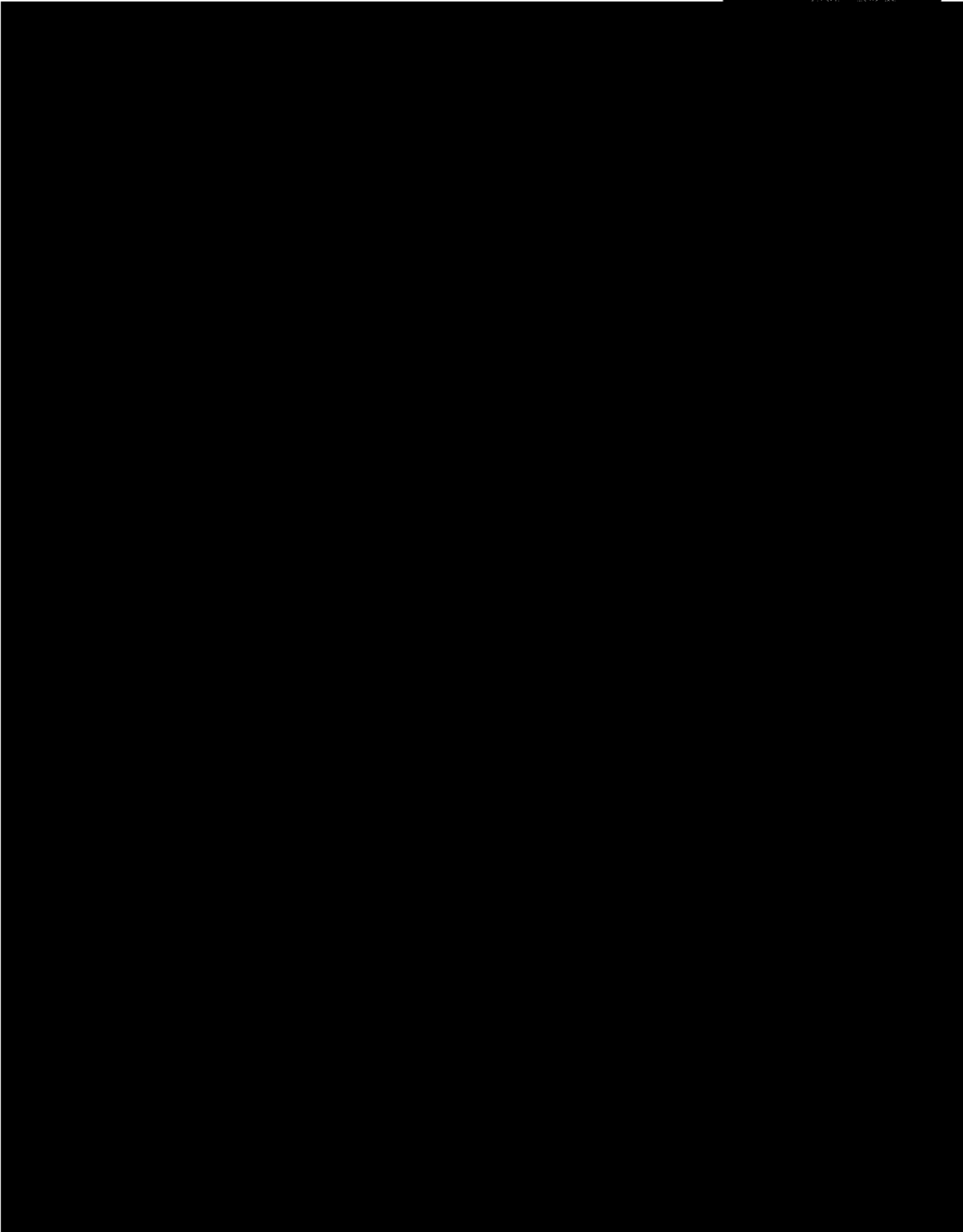




G. Schirmer, PE
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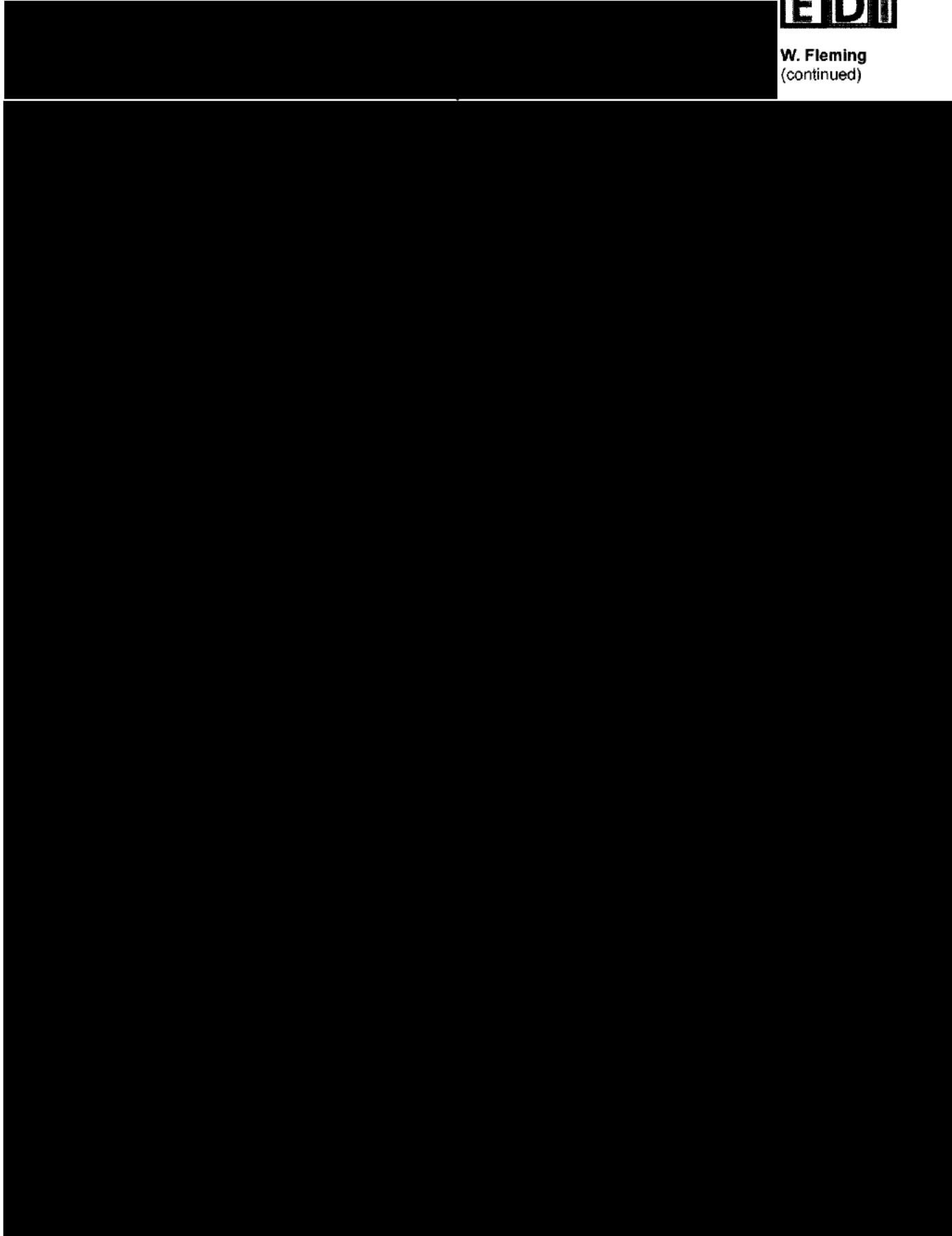


William J. Fleming, PLS
VICE PRESIDENT, SURVEY



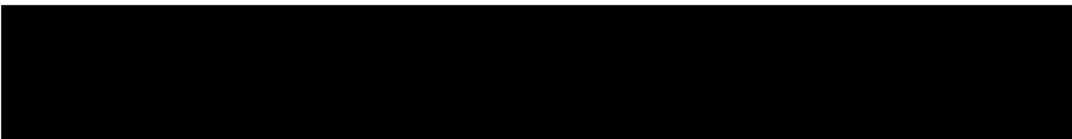


W. Fleming
(continued)





W. Fleming
(continued)





W. Fleming
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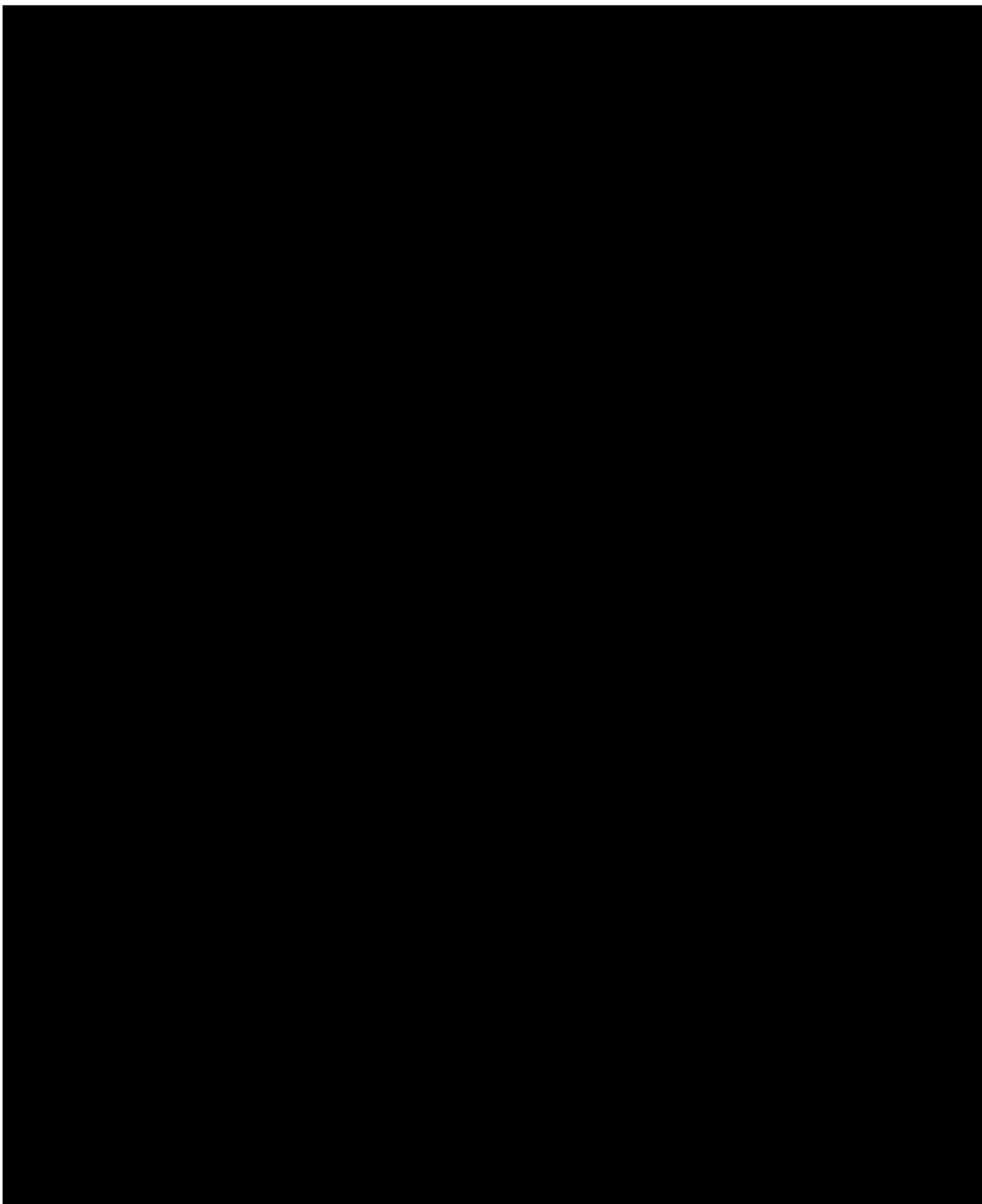
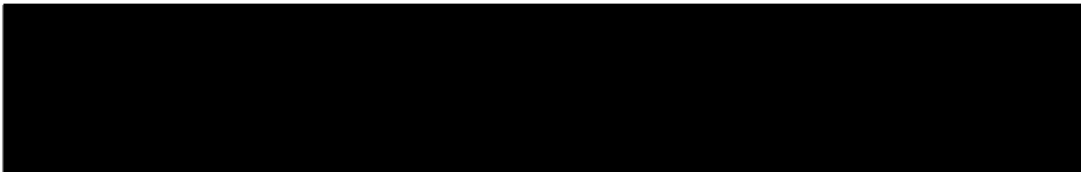


Exhibit F

Scope of Work

Maintenance Facilities Site Design

Contract No. RR-16-4267

*Environmental Design International
(EDI)*

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This contract is to provide Phase II Engineering services for the preparation of contract documentation for the reconstruction of five (5) maintenance facility sites, the installation of a truck wash facility at a maintenance facility, and design upgrades to maintenance facilities as directed by the Tollway. Master Plans and facility designs by the Design Architect (Epstein) are to be incorporated into the proposed site improvements (Plans, Specifications, and Estimates) for the reconstruction of the M-16 Maintenance Facility located on the Elgin O'Hare Western Access Tollway Roadway in Itasca, DuPage County, Illinois; M-3 Maintenance Facility on the I-294 Central Tri-State Tollway at (M.P. 41.9) in Park Ridge, Cook County, Illinois; M-4 Maintenance Facility on the I-94 Tri-State Tollway at (M.P. 8.4) in Gurnee, Lake County, Illinois (or alternate site); M-5 Maintenance Facility on the Jane Addams Memorial Tollway in Arlington Heights at (M.P. 68.3) in Cook County, Illinois (or alternate site); M-8 Maintenance facility located in Naperville at (M.P. 127.6) in DuPage, Illinois (or alternate site), on the I-88 Reagan Memorial Tollway (Contingent proposal); the construction of a truck wash facility at the M-1 Maintenance Facility on the I-294 South Tri-State located in Alsip at (M.P. 12.0) in Cook County, Illinois; and provide additional systemwide maintenance facility related "Design Upon Request" services as directed by the Tollway.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT RR-16-4267

The contract is for a 36 month duration inclusive of review periods by the Illinois Tollway; however, the duration may need to be extended pending decisions of the location of two maintenance facility sites. The goal of this contract is to have design packages completed as quickly as possible, even to the extent of having packages "sit on a shelf" awaiting advertisement. The Design Section Engineer's (DSE) services under Contract RR-16-4267 shall consist of the preparation of civil site contract plans and specifications that incorporate the architectural plans and specifications for the above described projects as per Table A, together with the identification of potential utility conflicts as per the requirements of the Tollway's Design Section Engineer's Manual, dated March 2017 as amended by the Tollway, and herein specified or as revised in the future. The design criteria and policies, Standard Specifications, materials and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Tollway jurisdiction. The design criteria and policies, materials and construction requirements of the Illinois Department of Transportation shall apply outside the Tollway jurisdiction area.

More specifically, the project improvements require design tasks for which design services shall be provided by the DSE is to include, but not be limited to, the following:

A. MAINTENANCE SITE / ROADWAY DESIGN REQUIREMENTS

1. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
2. Identify utility impacts on construction, right-of-way, costs, and project schedule.
3. Conduct supplementary survey and right-of-way studies as required.

4. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules.

B. CONCEPTUAL DESIGN (30%) REQUIREMENTS

Based on the Design Architect's Master Plan Report and direction provided by the Tollway, the scope for work includes providing DSE Services for conceptual design engineering and preparation of project related permits to include as per the Tollway's Design Section Engineer's Manual, and the additional items as listed below :

1. Develop and submit contract documents, incorporating Design Architect's master plan report and Concept Design (Buildings) Report (30%) for all site improvements.
2. Develop a strategy to continue maintenance and facilities operations during construction.
3. Perform site investigations for potential remediation and abatement.
4. Identify and determine permitting requirements for IEPA, utility, municipal, township, county, and state related issues.
5. Prepare conceptual plans including geometric, materials, maintenance of traffic, drainage, number of construction contracts, design criteria and all other appurtenant and miscellaneous items.

C. PRELIMINARY DESIGN (60%)

For this contract, the Preliminary 60% submittal will not be required.

D. PRE-FINAL DESIGN (95%) AND FINAL DESIGN (100%) ENGINEERING

Based on the Design Architect's Master Plan Report, Concept Design (Buildings) Report (30%), and Final Design (Buildings), the scope for work includes providing DSE Services for pre-final and final design engineering services in accordance with the DSE Manual to include, but not limited to, the following:

1. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

More specifically, the project improvements require design tasks for which design services shall be provided by the DSE to include, but not limited to the following:

- a. Develop contract documents, incorporating Design Architect's architectural, structural, mechanical, electrical, plumbing, fire protection code for design requirements for all site improvements. Site related specifications shall be prepared in American Institute of Architect's (AIA) Master Spec® format. Incorporate Design Architect's Final Design plans and specifications into each maintenance facility construction documents and issue Pre-Final Design and Final Design Packages in accordance with Design Section Engineer's Manual.

- b. Incorporate Design Architect's Building Construction Cost Estimates into total project Construction Cost Estimate(s) for each submittal.
- c. Coordinate with stakeholders to develop phasing approaches to maintain Maintenance Facility site ingress and egress.
- d. Pavement reconstruction, marking and signage for each site in accordance with Roadway Traffic Control and Communications Manual.
- e. Storm water management and drainage design in accordance with the Tollway Drainage Design Manual.
- f. Installation, protection and/or relocation of existing or temporary utilities and communication infrastructure.
- g. Provide Phase II Engineering for detention ponds, bio-swales, mitigation and wetland impacts, decommissioning and remediation of existing conditions including, but not limited to, septic fields, and Best Management Practices (BMPs)
- h. Incorporate Design Architect's LEED Strategies and Checklists into contract documents.
- i. Provide appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Erosion and Sediment Control, Landscape Design Criteria Manual and direction provided by the Tollway Environmental group.
- j. Environment mitigation and management of contaminated materials based on soil boring whether taken or provided and environmental assessment of site.
- k. Incorporate as-built plans provided by the Illinois Tollway for underground power supply, fiber line, and communications lines to the existing fuel Island and equipment shelter. Protect existing underground fuel tanks, fuel-island, communication, and utility infrastructure during construction.
- l. Site lighting and photometric supporting calculations.
- m. Design perimeter security fencing as directed by the Tollway.
- n. Coordinate with the Illinois Tollway with regard to environmental issues including, but not limited to: ACOE, IEPA, NDPEs, and IDNR-OWR, FEMA, and other agencies as applicable. The following tasks may have been completed in the Project Master Plan/ Environmental Impact Statement for each site; Biological Resource Review, Wetland Delineation, Cultural Resource Review, Stream/ Water Quality Investigation, Tree Survey, Special Waste Assessment, and Noise Analysis. The permit application shall be prepared by the DSE for submittal by the Tollway. The Illinois Tollway will submit one comprehensive joint permit application for each construction site.
- o. Prepare quantity of packages and bid documents for the work as deemed necessary by the Tollway.
- p. Develop civil site plans and prepare contract documents for the new Elgin O'Hare Western Access (EOWA) maintenance site M-16 in DuPage County.

- q. Develop civil site plans and prepare contract documents to replace the existing maintenance site at Park Ridge (M-3) in Cook County.
 - r. Develop civil site plans and prepare contract documents to replace the existing maintenance site at Arlington Heights (M-5) in Cook County.
 - s. Develop civil site plans and prepare contract documents for the new Gurnee maintenance site M-4 in Lake County. This site may be relocated to a location to be determined or reconstructed at its current location.
 - t. Develop civil site plans and prepare contract documents for the new maintenance site M-8 in DuPage County. This site may be relocated to a location to be determined. This site should include the Tollway's sign-shop.
 - u. Develop plans and prepare contract documents for incorporation to another contract for the truck wash facility at M-1 in Cook County.
 - v. Provide erosion control for all construction zones.
 - w. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual.
 - x. Provide pavement markings, delineators and signage for the contract limits. The DSE shall identify signs to be supplied by the Tollway and by the Contractor.
 - y. Provide maintenance of traffic plans for the Tollway, IDOT and crossroad traffic during construction shall be provided by the DSE.
 - z. Provisions for protection and/ or relocation of utilities.
 - aa. Provide barrier warrant analysis for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
 - bb. All other appurtenant and miscellaneous items
 - cc. On-call and as needed work related to the Tollway Maintenance Facilities.
2. ENVIRONMENTAL STUDIES AND REPORTS
- a. Determine and evaluate potential environmental impacts.
 - b. Completion of a two- part Environmental Studies Inventory Sheet (ESIS). Part I shall be submitted no more than four weeks following notice to proceed. Part II shall be submitted prior to 95% plans.
 - c. Evaluate and develop erosion control plans/measures if necessary.
3. EROSION CONTROL / MEASURES
- a. Evaluate and develop erosion control plans/measures as necessary in accordance with the Tollway's Erosion Control, Landscaping Design Criteria Manual.

4. MAINTENANCE OF TRAFFIC
 - a. Protection and maintenance of Tollway maintenance operations throughout the construction period.
5. UTILITIES
 - a. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
 - b. Verify location of existing communications cables and utilities with respect to the proposed improvements.
 - c. All utilities coordination shall be performed in accordance with the DSE Manual.

III. DESIGN SECTION ENGINEER'S (DSE's) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The DSE shall furnish services in accordance with the articles contained in the Illinois Tollway DSE Manual and all applicable Tollway Criteria, Manuals and Bulletins.

B. FIELD SURVEY

1. The DSE shall perform all survey work necessary for the design of the project in accordance with the appropriate sections of the DSE's Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
2. Maximum use should be made of the Tollway's record drawings; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
3. Obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
4. Utilize the Tollway's record drawings and verify features in the field. Utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
5. All coordination with Agencies, including but not limited to the Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.
6. Coordination with IDOT, municipalities, townships, counties, railroads, and/or outside agencies shall be conducted through the DSE, and per the Design Section Engineer's Manual.

C. GEOTECHNICAL INVESTIGATION AND REPORT

The DSE shall perform a geotechnical investigation and prepare a report in accordance with the appropriate sections of the Tollway Geotechnical Engineer Manual, dated March 2017, as amended by the Tollway, and herein specified. The field exploration program shall consist of subgrade, structure and detention pond borings for each maintenance site in accordance with the following schedule:

1. Subgrade (pavement) boring – minimum of six (6); between 10' and 15' feet as directed by the DSE.
2. Structure boring (maintenance building) – minimum of six (6); to a depth up to 50' as directed by the Design Architect.
3. Structure boring (truck wash facility) – minimum of one (1); to a depth up to 50' as directed by the Design Architect.
4. Structure boring (equipment shelter) – minimum of one (1); to a depth up to 20' as directed by the Design Architect.
5. Detention pond boring – minimum of one (1); to a depth up to 20' as directed by the DSE.

A plan depicting the number, spacing, location, depth, and type of borings shall be prepared by the DSE in consultation with the Design Architect for review and approval by the Tollway prior to the start of the field exploration program. The plan shall also include any additional borings beyond those listed herein that the DSE deems necessary to perform the work.

D. AGENCY COORDINATION

All coordination with agencies including, but not limited to, the United States Army Corps of Engineers, the Illinois Department of Natural Resources, The Illinois Environmental Protection Agency, the Office of Water Resources, the Illinois Department of Transportation, Cook County, DuPage County, Lake County, the City of Alsip, the City of Arlington Heights, the City of Gurnee, the City of Itasca, the City of Naperville, the City of Park Ridge and any other agencies as required by this contract in a coordinated manner with the Tollway. The DSE will be expected to assemble information and documentation necessary for the Tollway and the DSE to perform such coordination.

IV. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the DSE's Manual with special attention to, but not limited to, the following:

- A. CONCEPTUAL DESIGN (30%), PRE-FINAL DESIGN (95%), FINAL DESIGN (100%), AND ADVERTISEMENT ENGINEERING SUBMITTAL REQUIREMENTS:

1. Preparation of Conceptual, Pre-Final, and Final contract documents, specifications, special provisions, design calculations, construction estimates to be reviewed by the Tollway per the DSE manual.
2. Construction cost estimates for the site work, final construction cost estimates, impacts to construction schedule and staging for all aspects of the Project will be developed by the DSE.
3. Land Acquisition, Plat of Survey, ESIS I & II, ROW analysis, permitting issues, barrier warrants analysis as required, per each site, per DSE Manual.
4. Provide written results on findings from Section III of Scope with written recommendations.
5. Maintenance of traffic concepts shall include preliminary stage layouts and duration estimates as required.
7. Pavement markings, delineators and signing for the contract limits.
8. The Illinois Tollway will review the submittal within (21) calendar days and provide comments to the DSE for revisions and further developments in for each submittal.
9. Develop advertisement bid package including addendums in accordance with the DSE Manual and direction provided by the Tollway Project Manager.

B. OTHER SERVICES AND SUBMITTALS REQUIRED:

1. The DSE shall incorporate all requirements for the Design Architect's contract impacting this project. The DSE shall meet with the Design Architect and other DSE's as often as required to coordinate final, current and/or future contract requirements that relate, impact, and/or require roadway system coordination to meet overarching Tollway Engineering objectives as relates to all work scope activities being designed by the Tollway, IDOT, municipalities, townships, counties, and external agencies.
2. Coordinate with the Tollway Project Manager for all correspondences to sister agency, municipalities, township, county, and external agency officials with jurisdiction over or jurisdictional boundaries adjacent to the design area. Allow interested officials and entities to review concepts under Tollway consideration and on of community issues of concern or support.
3. Coordinate with the Tollway Project Manager, Tollway Planning, Tollway Communications, Tollway Diversity Departments, the GEC, and the PMO with outreach efforts, meetings with individual property owners, neighborhood concerns, and local officials as required to address questions or concerns regarding project impacts. Prepare presentations and financial analysis reports as directed by the Tollway Project Manager.
4. The DSE shall utilize new tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho-imagery information.
5. All other oversight, management requirements, and submittal as required in the DSE Manual.

6. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.

V. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

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

1. Access to the Illinois Tollway's reduced record design. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Tollway's website at www.illinoisvirtualtollway.com.
2. Pavement thickness design and material requirements will be provided by the Tollway's Systemwide Pavement Roadway Management Services consultant. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Design Manual can be obtained from the Tollway's website at www.illinoistollway.com.
4. Available digital Ortho-imagery, contours, horizontal and vertical survey control points for each site.
5. Available Topographical survey for each site.
6. Design Architect Master Plan Report will be available at the Design Kick-off meeting.
7. Financial reports and projected cost analysis reports
8. The Design Architect's architectural, structural, MEP, and other plans related to the building and site will be developed simultaneously with the work developed by the DSE to the level of construction documentation as required in the DSE Manual.
9. Available Environmental Studies Inventory Sheet (ESIS); Part I and Part II.
10. Available Environmental Site Assessment Report (ESA)
11. Available Asbestos Containing Material, Lead Based Paint, and Hazardous Materials Survey reports.
12. Environmental Remediation Plan
13. LEED Strategy Checklist

**PROJECT SCHEDULE
Maintenance Facilities Site Design**

SCHEDULE

- | | | |
|----|--------------------------|----------------|
| 1. | Design Scoping Meeting | April 4, 2017 |
| 2. | Design Scope Submittal | April 14, 2017 |
| 3. | Design Scope Approval | April 21, 2017 |
| 4. | Notice to Proceed | June 12, 2017 |
| 5. | Project Kick-Off Meeting | June 19, 2017 |

The Consultant should consider that they will need to work on up to three sites at one time.

MAINTENANCE FACILITY DESIGN-CONSTRUCTION SCHEDULE M-16

- | | | |
|----|-----------------------|--------------------|
| 1. | Concept Submittal | September 29, 2017 |
| 2. | Preliminary Submittal | N/A |
| 3. | Pre-final Submittal | December 1, 2017 |
| 4. | Final Submittal | January 19, 2018 |
| 5. | Advertise | TBD |

MAINTENANCE FACILITY DESIGN-CONSTRUCTION SCHEDULE M-3

- | | | |
|----|-----------------------|--------------------|
| 1. | Kick-Off Meeting | January 24, 2018 |
| 2. | Concept Submittal | May 18, 2018 |
| 3. | Preliminary Submittal | N/A |
| 4. | Pre-final Submittal | July 27, 2018 |
| 5. | Final Submittal | September 14, 2018 |

MAINTENANCE FACILITY DESIGN-CONSTRUCTION SCHEDULE M-5

- | | | |
|----|-----------------------|--------------------|
| 1. | Kick-Off Meeting | January 24, 2018 |
| 2. | Concept Submittal | May 18, 2018 |
| 3. | Preliminary Submittal | N/A |
| 4. | Pre-final Submittal | July 27, 2018 |
| 5. | Final Submittal | September 14, 2018 |

MAINTENANCE FACILITY DESIGN-CONSTRUCTION SCHEDULE M-8

- | | | |
|----|-----------------------|--------------------|
| 1. | Kick-Off Meeting | September 25, 2018 |
| 2. | Concept Submittal | December 21, 2018 |
| 3. | Preliminary Submittal | N/A |
| 4. | Pre-final Submittal | February 22, 2019 |
| 5. | Final Submittal | March 29, 2019 |

MAINTENANCE FACILITY DESIGN-CONSTRUCTION SCHEDULE M-4

- | | | |
|----|-----------------------|--------------------|
| 1. | Kick-Off Meeting | April 4, 2019 |
| 2. | Concept Submittal | July 12, 2019 |
| 3. | Preliminary Submittal | N/A |
| 4. | Pre-final Submittal | September 27, 2019 |
| 5. | Final Submittal | November 1, 2019 |

**TABLE A:
MAINTENANCE FACILITIES**

**Contract No. RR-16-4267
Maintenance Facilities Site Design**

Maintenance Facility	Current Location	Relocate	Number of Snow Plow Routes	Comments
M-3	Park Ridge	No	21	
M-4	Gurnee	TBD	17	
M-5	Arlington Heights	No	17	
M-8	Naperville	TBD	19	
M-16	Itasca	New	18	New Facility

Attachment A**Web-based Project Management System**

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT G

Contract No. RR-16-4267

Environmental Design International inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PTB 162-16	Various Land Acquisition Surveys, D1	\$500,000.00	\$213,000.00	3/1/2019
PTB 175-09	Land Acquisition US 45 / IL 21, D1	\$1,000,000.00	\$810,929.00	9/15/2025
RR-13-5660	I-88 Dixon to Rock Falls	\$17,300.00	\$1,853.00	11/30/2016
RR-12-4079	Maintenance Facilities System-wide	\$445,676.00	\$170,319.00	6/30/2017
PTB 169-14	Various Phase I Projects, D1	\$1,146,000.00	\$447,627.00	3/3/2018
PTB 172-01	US 41 / I-55 Phase III Outbound	\$2,343,595.00	\$1,108,891.00	10/31/2017
PTB 172-27	Hazardous Waste (Sub to Ecol & Env.)	\$800,000.00	\$634,086.00	2/20/2018
PTB 176-01	Hazardous Waste (Sub to Ecol & Env.)	\$525,000.00	\$505,246.00	3/3/2023

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 <u>Singh & Associates</u></p> <hr/> <p>Direct Labor <u>\$ 35,968.46</u></p> <p>Direct Costs <u>\$ 203.17</u></p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ 36,171.63</u></p>	<p>6 _____</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>2 _____</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>7 _____</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>3 _____</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>8 _____</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>4 _____</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>9 _____</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>5 _____</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>	<p>10 _____</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants:	<u>\$ 36,171.63</u>
TOTAL Additional Services DBE/MBE/WBE Subconsultants:	<u>\$ -</u>
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:	<u>\$ 36,171.63</u>
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):	<u>0.93%</u>
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):	<u>1.01%</u>

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 Epstein	
Direct Labor	\$ 1,529,902.50
Direct Costs	\$ 50,015.26
Services by Others	
Additional Services **	
Total this Subconsultant (ULC)	\$ 1,579,917.76

2 ESI	
Direct Labor	\$ 383,596.67
Direct Costs	\$ 1,074.79
Services by Others	
Additional Services **	
Total this Subconsultant (ULC)	\$ 384,671.46

3 Frega & Associates	
Direct Labor	\$ 109,092.03
Direct Costs	\$ 1,000.00
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 110,092.03

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: \$ 2,074,681.25

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 2,074,681.25

Contract Information Sheet

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

Consultant Name: Singh & Associates, Inc.

Contract Number: RR-16-4267

Proposal Date: 5/5/2017

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-16-4267

Consultant: Singh & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1. M-16 EOWA													
2. M-3 Park Ridge													
3. M-5 Arlington Hts.	20	48	60	60	34	40	24	18					304
4. M-1 Truck Wash													
5. M-8													
6. M-4 Gurnee													
TOTALS	20	48	60	60	34	40	24	18					304

Contract No.: RR-16-4267

Consultant: Singh & Associates, Inc.

Date: 5/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 36 No. OF MONTHS
SCHEDULED START DATE: 7/1/2017
RAISE DATE: 1/1/2018
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date	Date	Date	Date
7/1/2017	12/31/2017	1/1/2018	12/31/2018	1/1/2019	12/31/2019	1/1/2020	6/30/2020		
6.0		12.0		12.0		6.0			
36.0		36.0		36.0		36.0			36.0
16.67%		33.33%		33.33%		16.67%			
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	Date	Date
36.0		36.0		36.0		36.0			36.0
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: 100.00%

Contract No.: RR-16-4267

Consultant: Singh & Associates, Inc.

Date: 5/1/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM		
						Total Estimated Work Hours:	306.00	Total Estimated O/T Hours:	
						Average Hourly Rate:	\$41.98	Average Premium O/T Hourly Rate:	
						Total Direct Labor	\$12,845.88	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	8.00			
No	Project Manager	\$40.00	\$70.00	\$62.13	\$62.13	18.00			
No	Senior Engineer/Planner	\$40.00	\$70.00						
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$53.41	\$53.41	46.00			
No	Staff Engineer/Planner	\$20.00	\$40.00	\$32.05	\$32.05	136.00			
No	Engineer /Accountant	\$20.00	\$60.00	\$44.41	\$44.41	98.00			
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						

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."

Contract No.: RR-16-4267

Consultant: Singh & Associates, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: Rashesh Kumar D. Patel

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

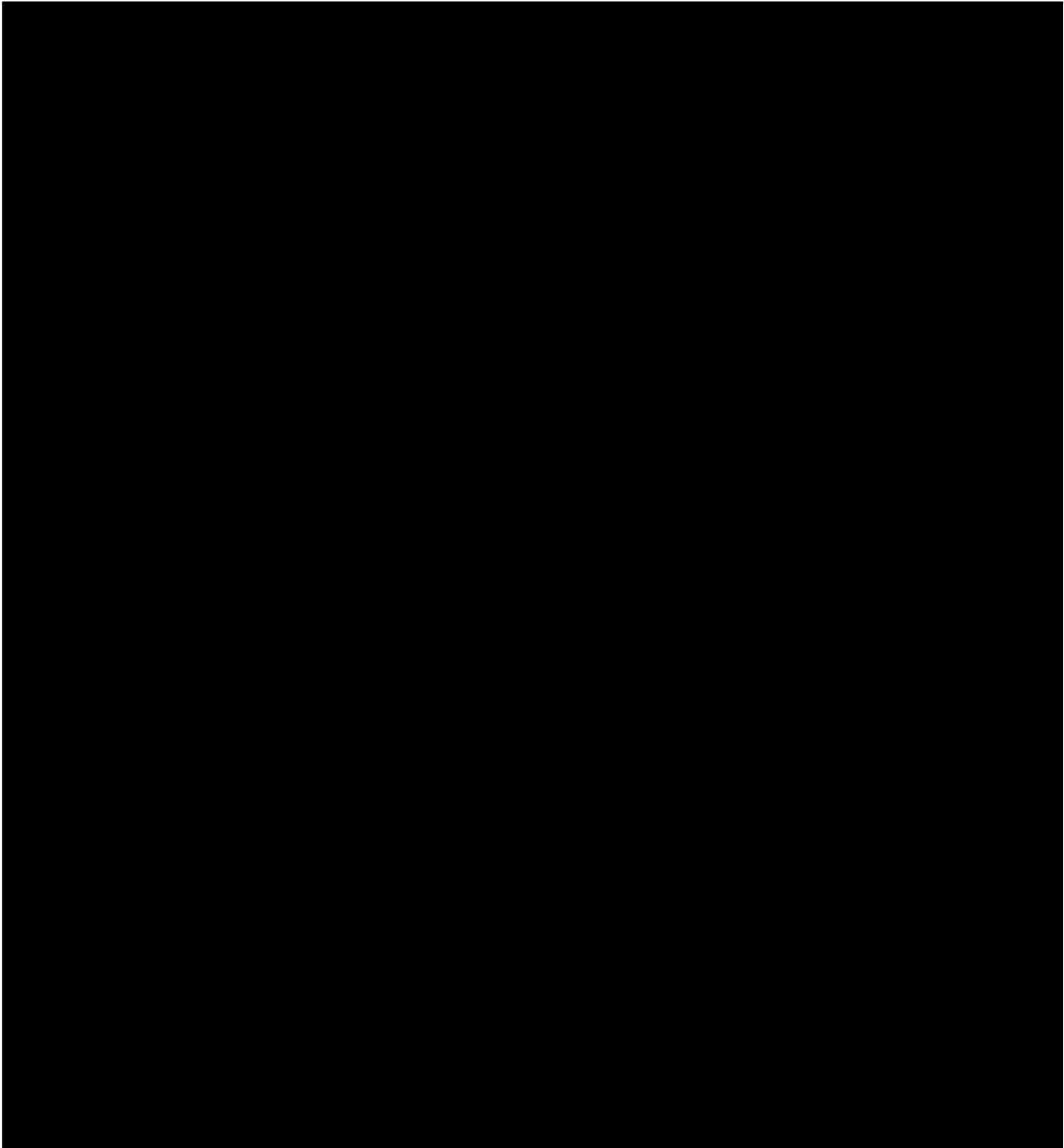
Classification: _____

Name: _____

Classification: _____

SINGH

RASHESH KUMAR PATEL, PE
LEAD ELECTRICAL + LIGHTING ENGINEER



SINGH

RASHESH KUMAR PATEL, PE

page 2

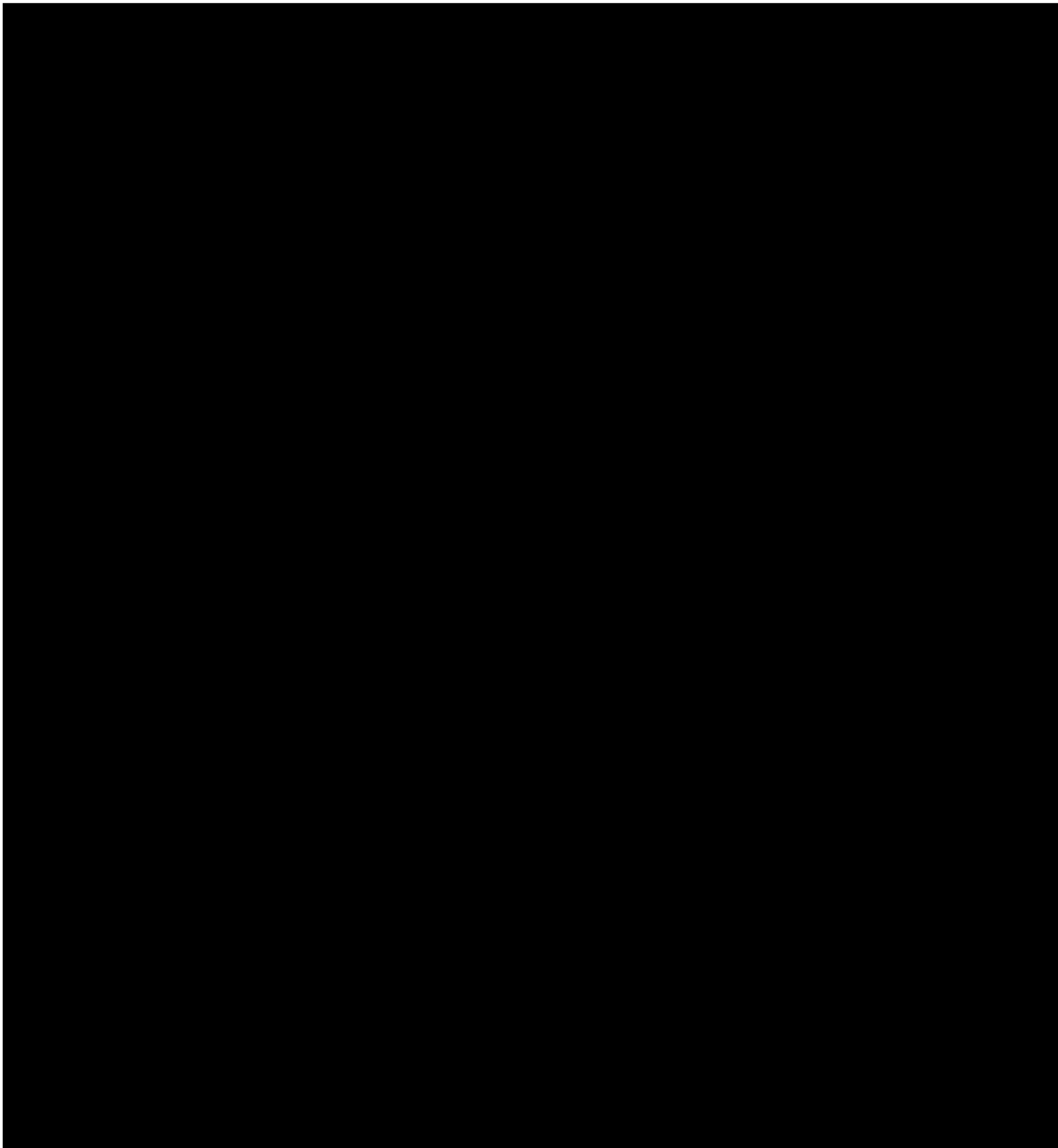


EXHIBIT F

Contract No. RR-16-4267

Singh & Associates, Inc.

SCOPE OF SERVICES

Singh & Associates, Inc. (SINGH), as a sub-consultant to Environmental Design International inc. will perform site lighting design services for Maintenance Facilities Site Design Contract RR-16-4267. The services will be performed in accordance to ISTHA standards.

Site Locations:

M-5 Maintenance Facility on the Jane Addams Memorial Tollway in Arlington Heights at (M.P. 68.3) in Cook County, Illinois (or alternate site)

Scope of Work:

The site lighting design scope includes:

- A. Conceptual Design (30%)
 - Site Visit and investigation
 - Photometric computations and report
 - Concept layout and cost estimate
- B. Pre-Final Design (95%) and Final Design (100%)
 - Design computations including equipment sizing and voltage drop computations
 - Plans
 - Specifications
 - Quantities and cost estimates
 - Utility coordination and power service application
- C. Project Management and Invoicing
- D. QA/QC

EXHIBIT G
Contract No. RR-16-4267
Singh and Associates, Inc.
CURRENT OBLIGATIONS FOR PROJECT

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
I-11-4018	DCM - Jane Addams (sub)	\$ 638,039	\$ 7,000	12/31/16
I-12-4041	Elgin-O'Hare Western Access, US 20 to IL 183	\$ 1,621,100	\$ 58,690	07/31/17
I-14-4645	Elgin-O'Hare Western Access CA (sub)	\$ 112,100	\$ -	
RR-13-5660	Roadway Resurfacing, Reagan Memorial Tollway (I-88), US 30 to US 52 (sub)	\$ 229,700	\$ -	11/30/14
I-13-4106	I-90, Bridge Construction, Roselle Road (Sub)	\$ 203,200	\$ 3,000	12/31/17
I-13-5336	I-355 (SB) Roadway Widening, 71st-75th Street (sub)	\$ 161,400	\$ -	06/30/15
RR-13-4116	I-88, York Road to I-290 (Sub)	\$ 295,100	\$ 39,000	10/15/15
I-13-4623	EOWA at IL 19 Interchange (sub)	\$ 195,000	\$ 55,000	06/01/17
I-14-4196	Jane Addams Memorial Tollway (I-90) and Systemwide, DUR (Sub)	\$ 123,100	\$ -	12/31/16
RR-14-5703	Design Upon Request - Systemwide (\$ 1,570,000	\$ 720,500	06/30/23
RR-14-5703	TO1: Truck Parking Report			
RR-14-5703	TO2: I-94 NV CD at IL Rte 132			
RR-14-5703	TO3: US 6 Bridge over I-294			
RR-14-5703	TO4: CCTV Camera Enhancement			
RR-14-5703	TO5: Fencing & Site Improvement			
RR-14-4224	Tri-State Tollway Roadway Study	\$ 367,000	\$ 78,000	12/31/17
PTB 157/001	I-290 Traffic Study (sub)	\$ 974,210	\$ 301,000	02/01/17
D-91-640-11;				
PTB 161/013	IL 137 over IL 137 (sub)	\$ 28,000		
D-92-026-11;				
PTB 158-016	Various Phase I/II Projects (Sub)	\$ 60,000	\$ 15,000	
PTB 168-011	District 1 Various Signals	\$ 345,500	\$ 4,000	12/31/16
PTB 168-006 & P-91-376-13	I94/US 40 Smart Highway Corridor Design (sub)	\$ 369,000	\$ 247,000	12/31/16
PTB 168-007 & D-91-314-13	Various Phase II Projects (sub)	\$ 90,500	\$ 12,000	12/31/16
PTB 168-016 & D-92-073-11	US 30 BR (West State Street), from Day Avenue to Independence Avenue (sub)	\$ 45,600	\$ 2,000	12/31/16
IPTB 171-006 & P-91-195-14	Phase I Various ADA Projects (sub)	\$ 20,500	\$ -	08/07/19
PTB 172-008 / D-91-354-14	Various ITS and Electrical Projects	\$ 500,000	\$ 476,000	01/23/17
PTB 172-006 / D-91-333-14	Various Phase II Traffic Signal Design Project (sub)	\$ 100,000	\$ 100,000	

EXHIBIT G
Contract No. RR-16-4267
Singh and Associates, Inc.
CURRENT OBLIGATIONS FOR PROJECT

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 152-016 & P-91-505-09	Phase I Lighting Assessments (sub)	\$ 99,500	\$ -	12/31/15
PTB 173-006 & P-91-442-14	Phase I Various/Various Projects (sub)	\$ 50,000	\$ 33,000	
PTB 174-017 & D-30-003-15	Various Pump Station Projects (sub)	\$ 50,000	\$ 33,000	10/15/25
PTB 174-008	FAP 344 (IL 83) at IL 171 (Archer Avenue) - South Junction (sub)	\$ 30,000	\$ -	12/31/16
PTB 174-001	Phase I Various Various Projects (sub)	TBD by WO		
PTB 175-011; P-91-224-15	Phase I Various Various Projects (sub)	\$ 43,500	\$ 11,000	12/15/23
PTB 175-015; D-91-113-15	IL 53 & IL 68 (Sub)	\$ 82,650	\$ 1,500	03/31/17
PTB 174-003; P-91-130-15	IL 53, West Arsenal Rd to US 52 (Sub)	\$ 41,800	\$ 30,000	08/18/17

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	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 15%;"></td> <td style="width: 5%;"></td> <td style="width: 60%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs				Services by Others				Additional Services **				Total this Subconsultant (ULC)		\$	-
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** Additional services funds require prior authorization before use

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: A. Epstein and Sons International, Inc.

Contract Number: RR-16-4267

Proposal Date: 5/5/2017

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-16-4267

Consultant: A. Epstein and Sons International, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	14,375	
1. M-16 EOWA							270	270	270	270	370	270		1720
2. M-3 Park Ridge														
3. M-5 Arlington Hts.														
4. M-1 Truck Wash														
5. M-8														
6. M-4 Gurnee														
TOTALS							270	270	270	270	370	270		1720

Contract Number: RR-16-4267

Consultant: A. Epstein and Sons International, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
1. M-16 EQWA	270	270												540
2. M-3 Park Ridge	240	240	240	240	240	240	240	340	240					2260
3. M-5 Arlington Hts.	335	350	350	350	350	455	455	350	350					3345
4. M-1 Truck Wash				125	125	125								375
5. M-8									545	645	545	545		2280
6. M-4 Gurnee														
TOTALS	845	860	590	715	715	820	695	690	1135	645	545	545		8800

Contract Number: RR-16-4267

Consultant: A. Epstein and Sons International, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1. M-16 EOWA													
2. M-3 Park Ridge													
3. M-5 Arlington Hts.													
4. M-1 Truck Wash													
5. M-8	545	545	545										1635
6. M-4 Gurnee				310	310	310	320	320	320	320			2210
TOTALS	545	545	545	310	310	310	320	320	320	320			3845

Contract No.: RR-16-4267

Consultant: A. Epstein and Sons International, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} \underline{14,375.00} \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ \quad 38.01 \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{546,393.75}$$

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 \$ 1,529,902.50

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 50,015.26

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (Prime Consultant)

\$ -
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

\$ -
(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 1,579,917.76

Contract No.: RR-16-4267

Consultant: A. Epstein and Sons International, Inc.

Date: 5/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 36 No. OF MONTHS
SCHEDULED START DATE: 7/1/2017
RAISE DATE: 1/1/2018
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date	Date
7/1/2017	12/31/2017	1/1/2018	12/31/2018	1/1/2019	12/31/2019	1/1/2020	6/30/2020
6.0	12.0	12.0	6.0				
36.0	36.0	36.0	36.0	36.0			
16.67%	33.33%	33.33%	16.67%				
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
36.0	36.0	36.0	36.0	36.0			
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: 100.00%

Contract No.: RR-16-4267

Consultant: A. Epstein and Sons International, Inc.

Date: 5/5/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM		
						Total Estimated Work Hours:	<u>14,375.00</u>	Total Estimated O/T Hours:	<u>0.00</u>
						Average Hourly Rate:	<u>\$38.01</u>	Average Premium O/T Hourly Rate:	<u>\$0.00</u>
						Total Direct Labor	<u>\$546,393.75</u>	Total Overtime Premium:	<u>\$0.00</u>
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	80.00			
No	Project Manager	\$40.00	\$70.00	\$42.00	\$42.00	1,430.00			
No	Senior Engineer/Planner	\$40.00	\$70.00	\$54.00	\$54.00	800.00			
No	Resident Engineer	\$40.00	\$70.00		\$0.00	0.00			
No	Project Engineer/Planner	\$25.00	\$60.00	\$37.00	\$37.00	886.00			
No	Staff Engineer/Planner	\$20.00	\$40.00	\$29.00	\$29.00	6,510.00			
No	Engineer /Accountant	\$20.00	\$60.00	\$42.00	\$42.00	10.00			
No	Senior Technical Specialist	\$25.00	\$60.00	\$31.00	\$31.00	100.00			
No	Technical Specialist	\$15.00	\$50.00	\$30.00	\$30.00	100.00			
No	Architect	\$30.00	\$70.00	\$47.00	\$47.00	4,454.00			
No	Realty Specialists	\$20.00	\$70.00		\$0.00	0.00			
No	Intern	\$8.25	\$20.00		\$0.00	0.00			
No	Admin/Clerical	\$8.25	\$40.00	\$20.00	\$20.00	5.00			

Contract No.: RR-16-4267

Consultant: A. Epstein and Sons International, Inc.

Date: 5/5/2017

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	Project Principal	Smiles, Thomas	\$50 - \$70
Project Manager	Senior Project Manager	Buescher, Randall	\$40 - \$70
	Senior Project Manager	Chandler, Jason	
	Project Manager	Dennis, Bradley	
	Senior Project Manager	Hilty, David	
	Project Manager	Iniguez, Victor	
	Project Principal	Osborne, Greg	
	Senior Project Manager	Pelletier, Theresa	
	Project Manager	Robertson, John	
	Senior Project Manager	Suarez, Thomas	
	Senior Project Manager	Weng, Yan	
	Senior Project Manager	White, Stuart	
Senior Engineer/Planner	Senior Project Engineer / Architect	Karlovitz, John	\$40 - \$70
	Senior Proj. Engineer / Architect	Romano, Joseph	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer / Architect	Barenbaum, Martin	\$25 - \$60
	Senior Design Engineer / Architect	Bouley, Joseph	
	Senior Design Engineer / Architect	Effinger, Jacob	
	Senior Design Engineer / Architect	Levin, Dina	
	Project Engineer / Architect	Lezcano, Ryan	
	Project Engineer / Architect	Scales, Jonathan	
	Project Engineer / Architect	Stephens, Kevin	
	Senior Design Engineer / Architect	Suero, Maxie	
	Senior Design Engineer / Architect	Valente, Paul	
	Project Engineer / Architect	Varma, Raveesh	
Staff Engineer/Planner	Design Engineer / Architect	Alcock, Patrick	\$20 - \$40
	Design Engineer / Architect	Dary, Anthony	
	Design Engineer / Architect	DeBose, Deion	
	Senior Design Engineer / Architect	Dike, Chukwuderaa	
	Design Engineer / Architect	Ernst, Will	
	Design Engineer / Architect	Finkelstein, Sheya	

Contract No.: RR-16-4267

Consultant: A. Epstein and Sons International, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Smiles, Thomas

Project Manager: Dennis, Bradley

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: Suarez, Thomas

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Buck, Eric

Classification: Senior Project Engineer / Architect

Name: Levin, Dina

Classification: Senior Design Engineer

Name: Stephens, Kevin

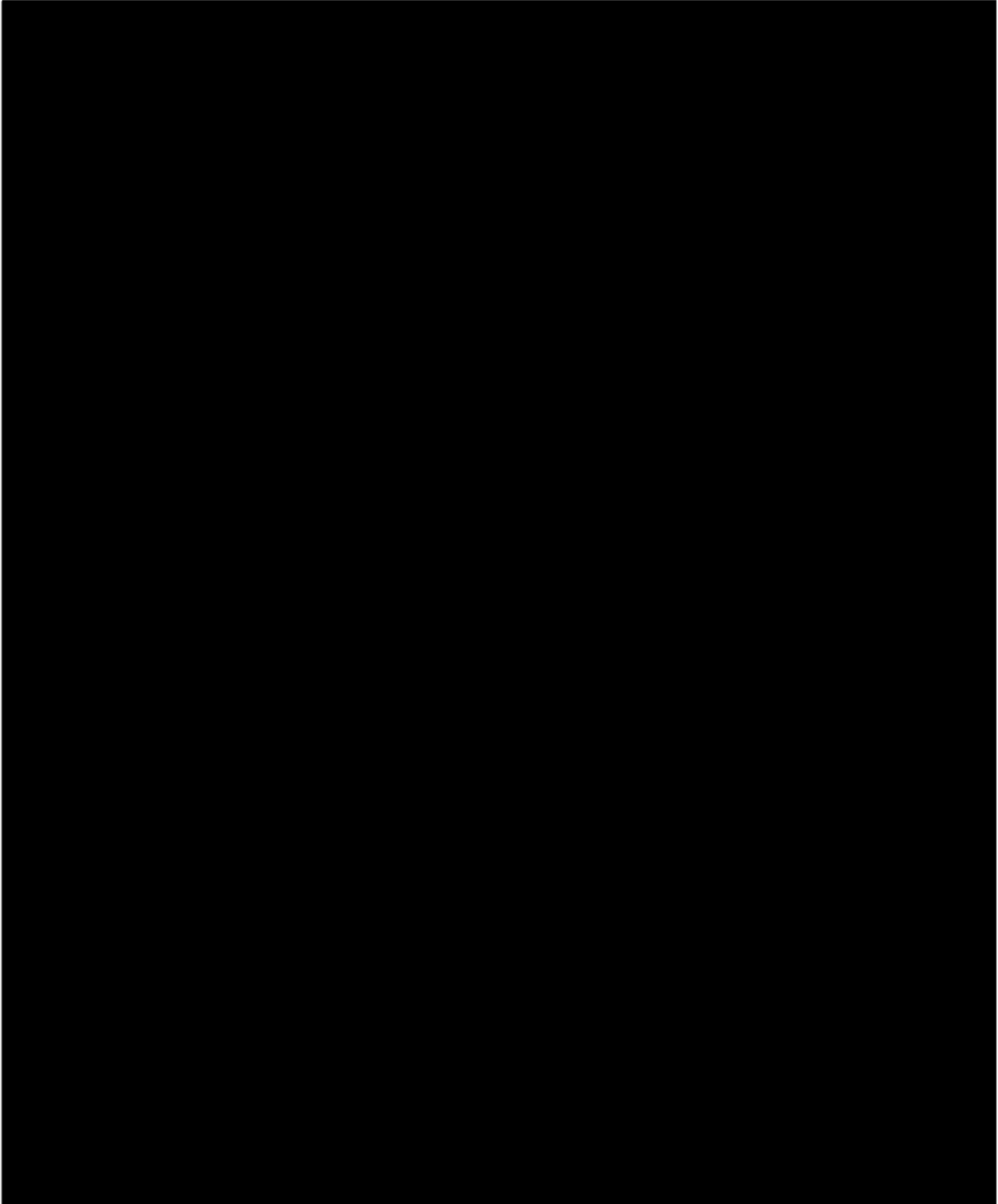
Classification: Project Engineer / Architect

Name: _____

Classification: _____

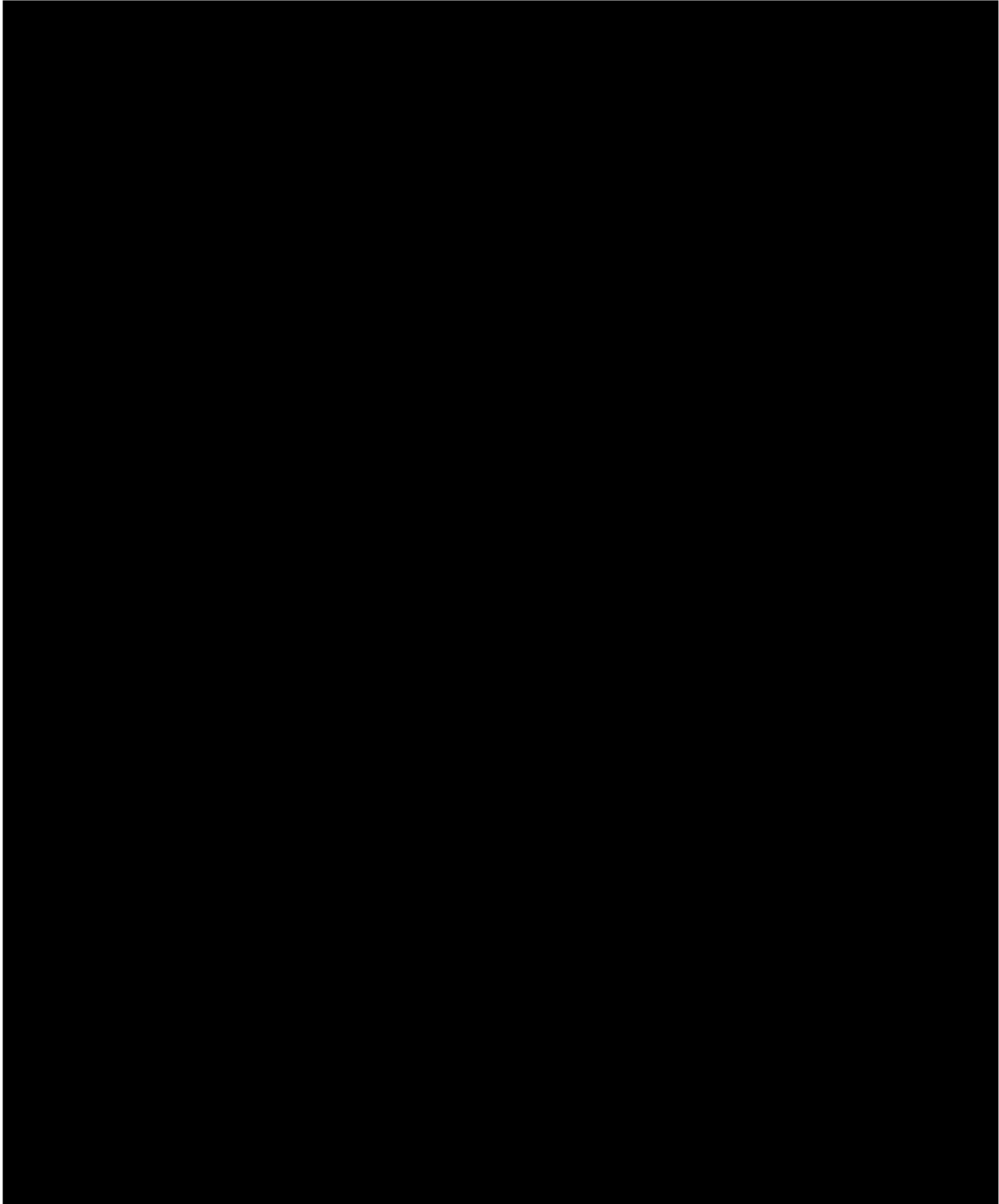


Thomas E. Smiles, P.E.
Principal in Charge

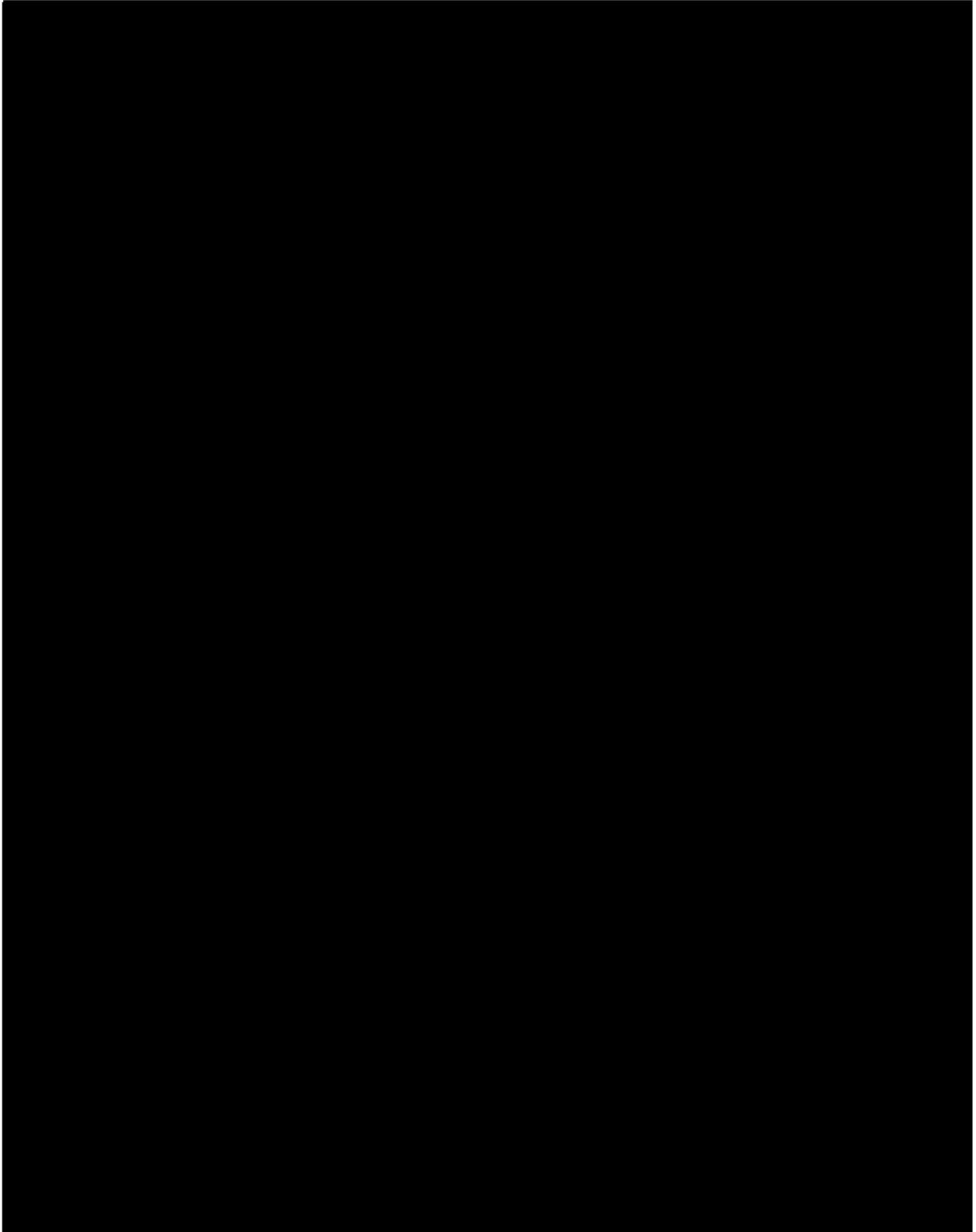




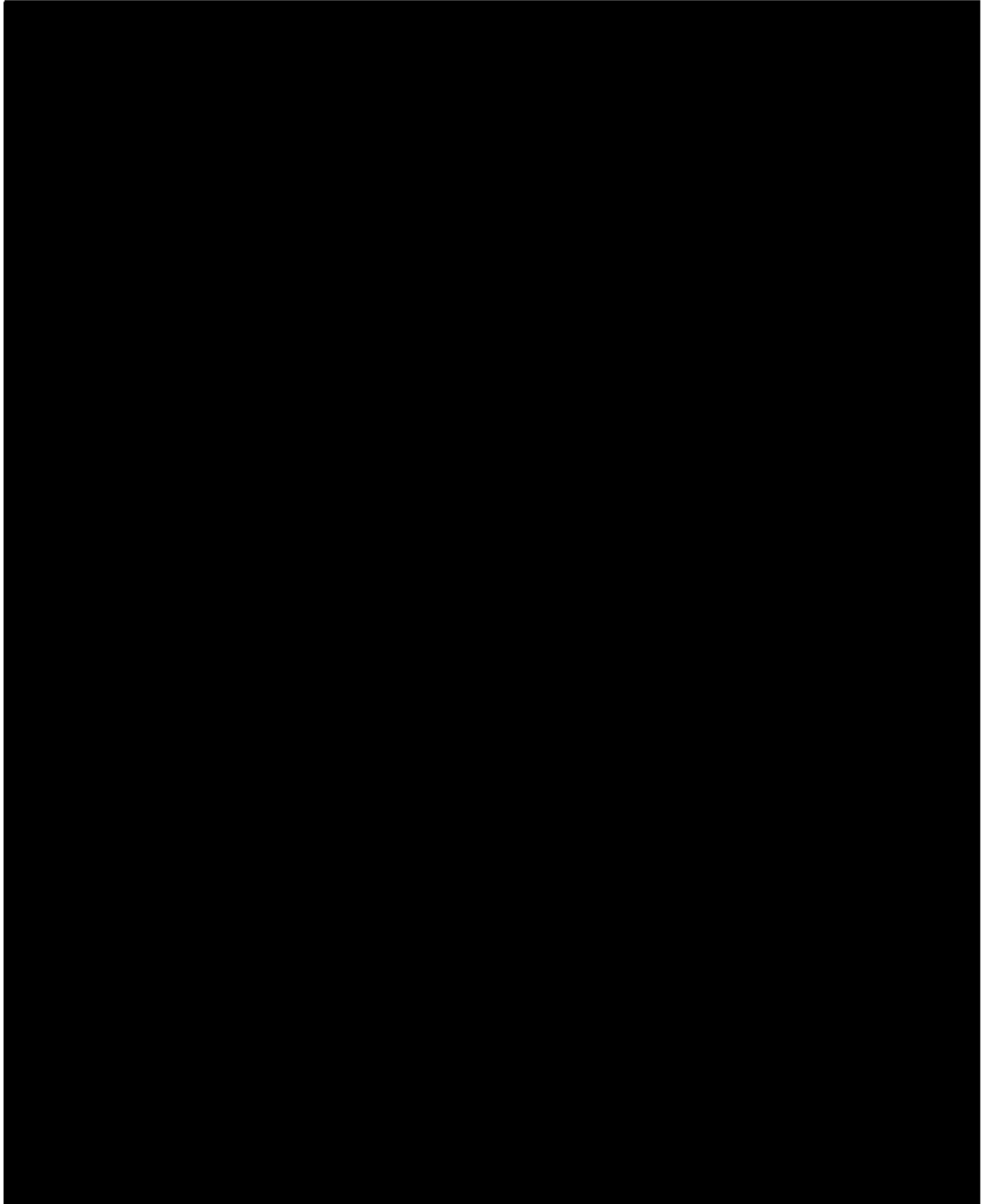
Thomas E. Smiles, P.E.
Principal in Charge



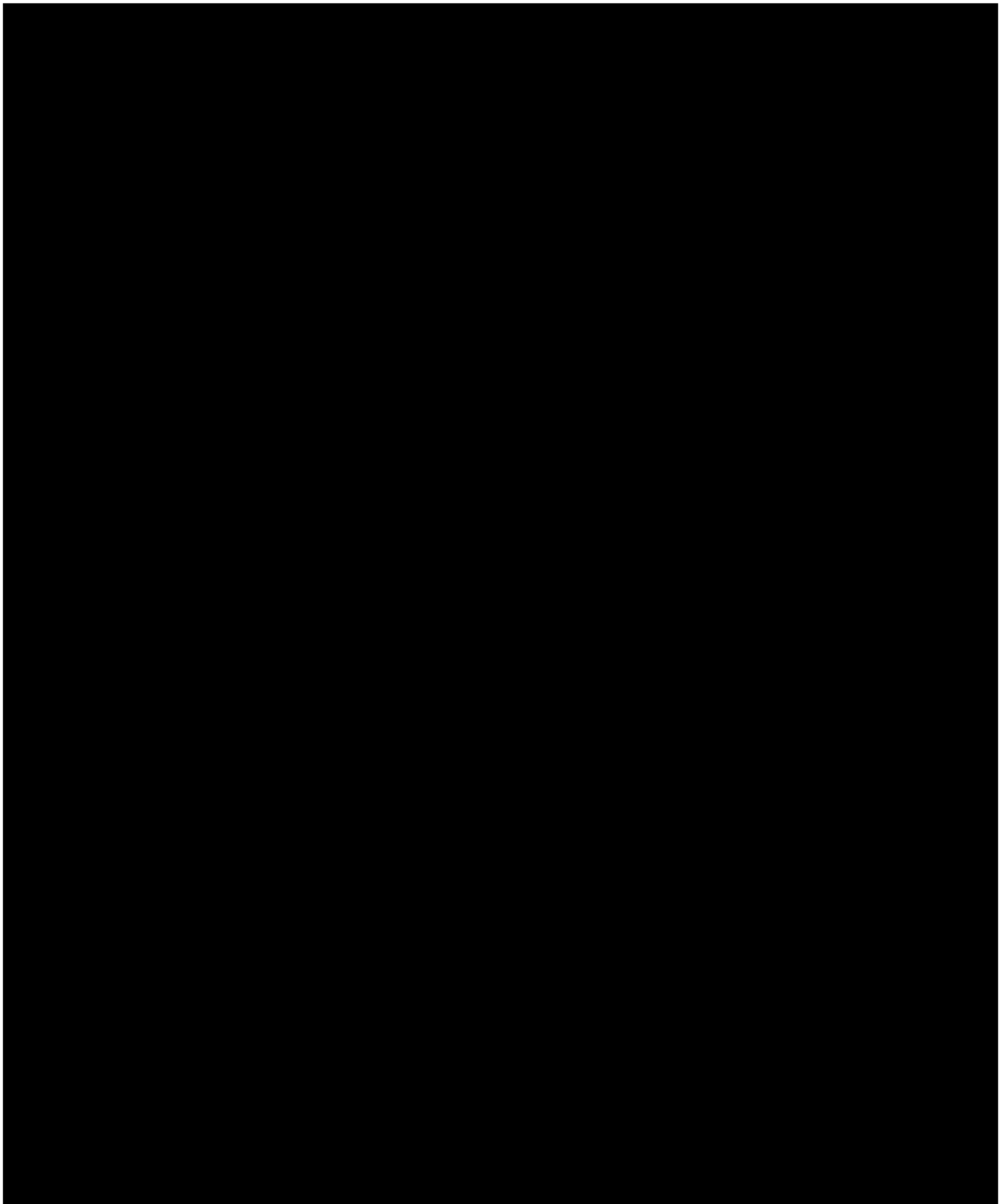
Bradley Dennis, PMP, LEED AP
Project Manager



Bradley Dennis, PMP, LEED AP
Project Manager

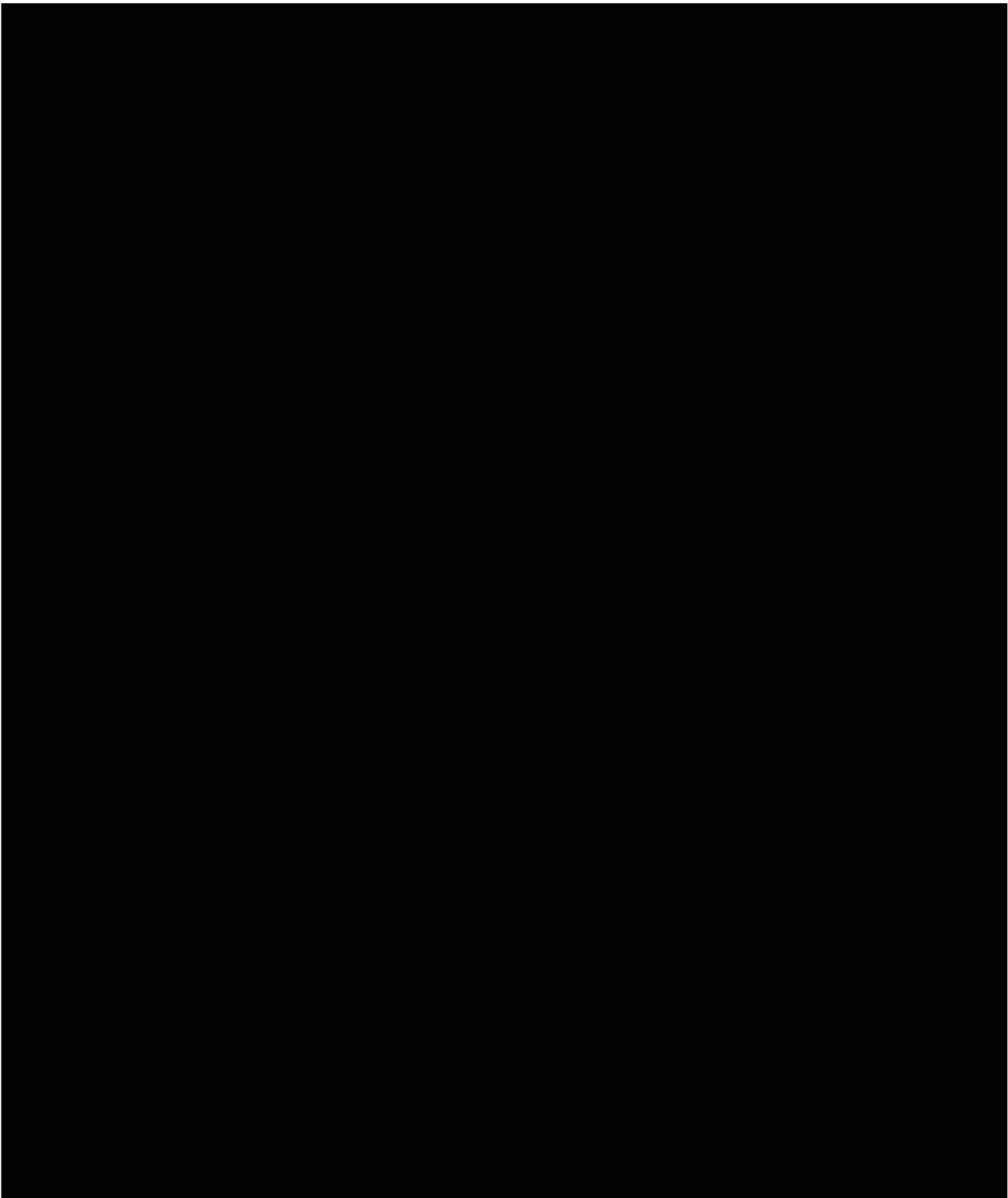


Thomas M. Suarez, S.E., P.E.
Vice President, Director of Structural Engineering



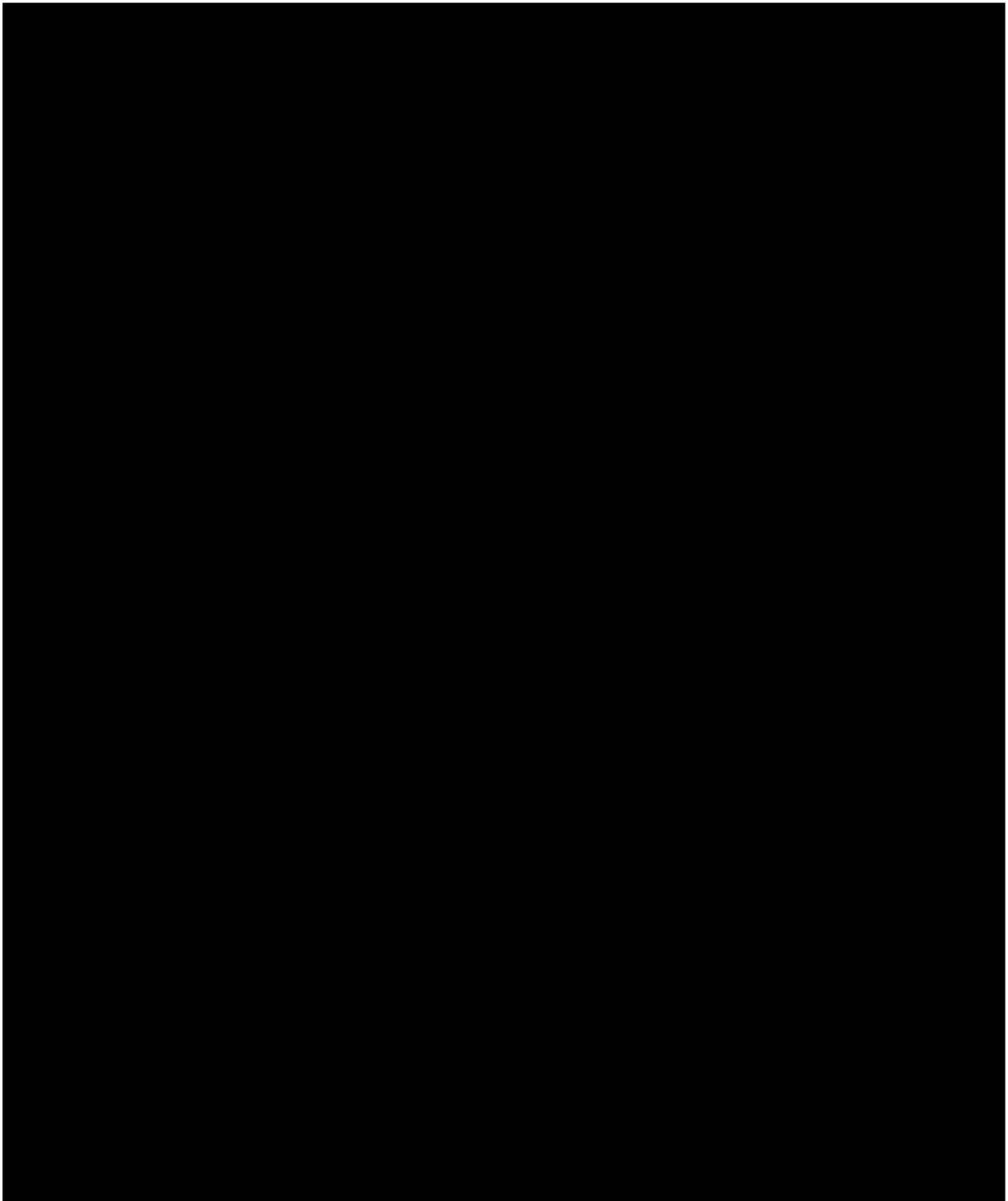
4/12/2016

Thomas M. Suarez, S.E., P.E.
Vice President, Director of Structural Engineering



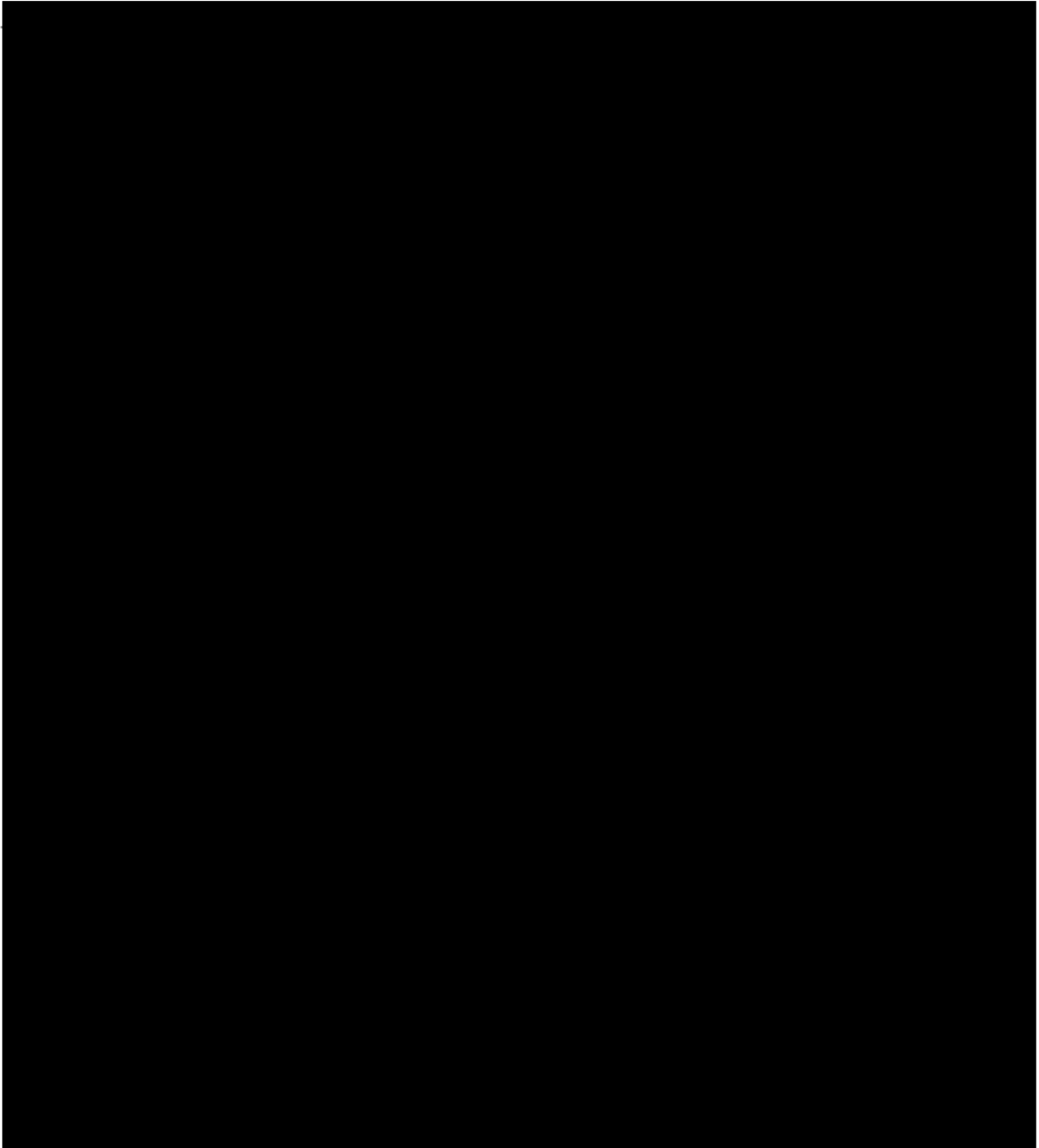
4/12/2016

Eric Buck, AIA
Project Architect



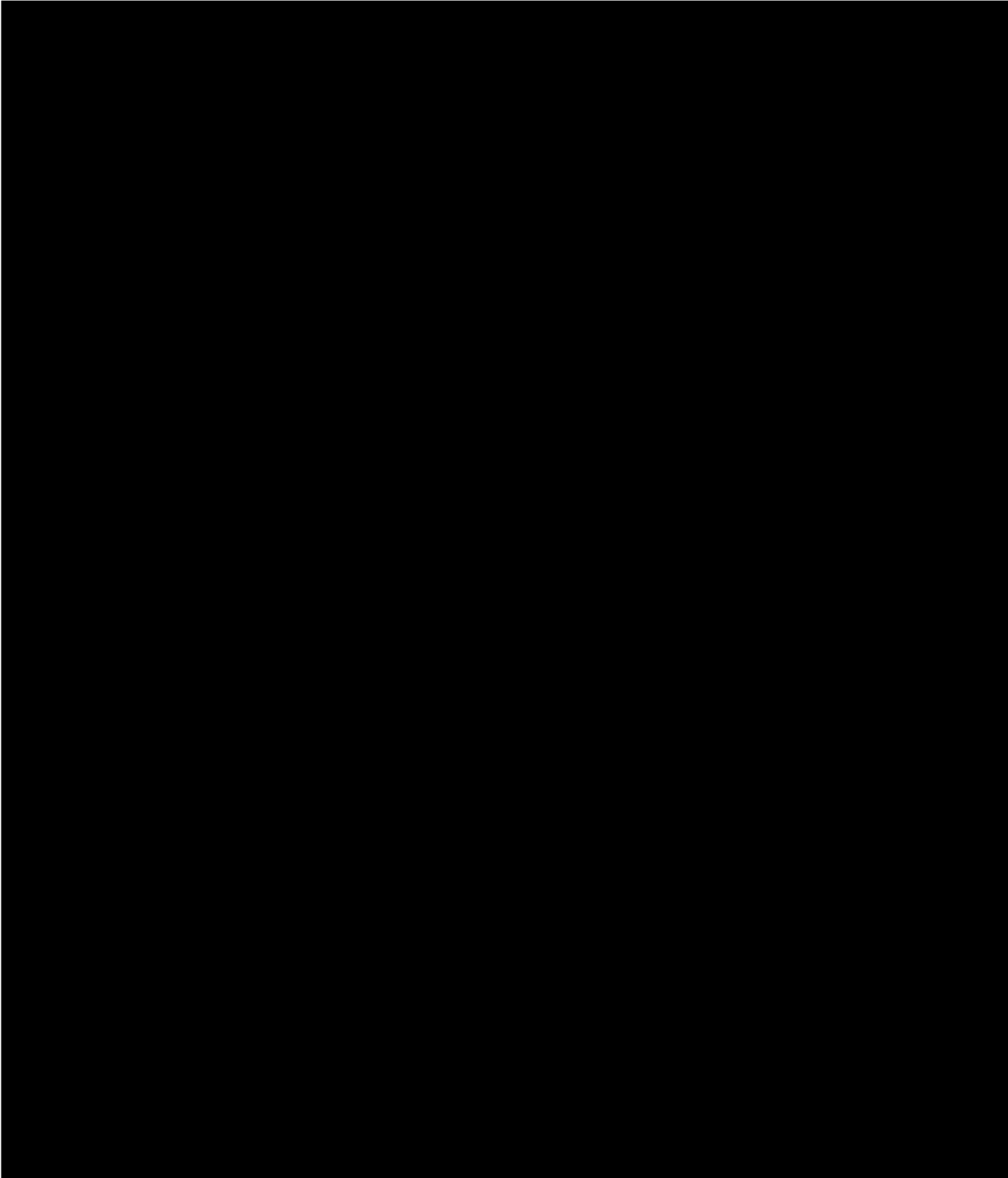
9/7/2016

Eric Buck, AIA
Project Architect



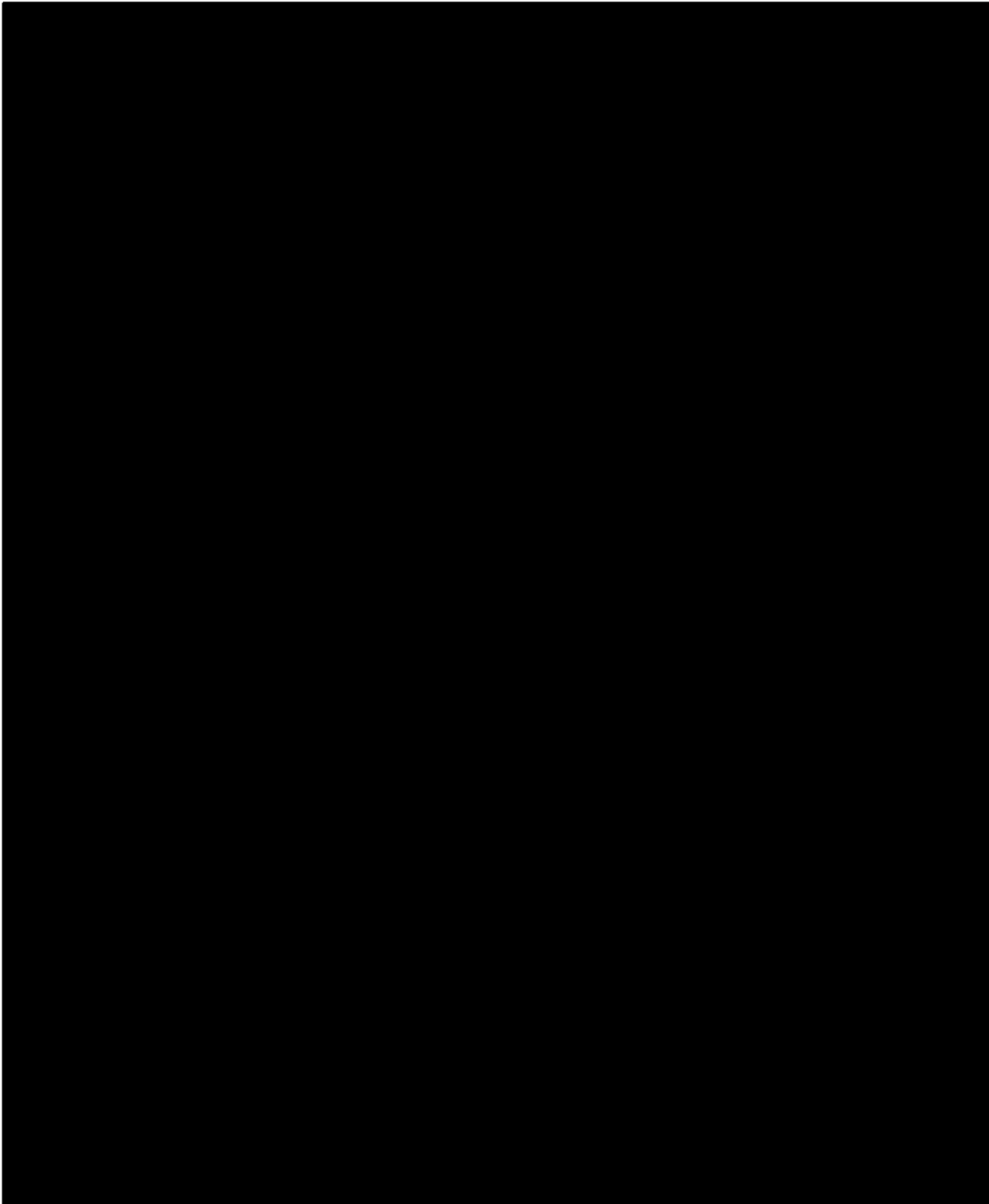
9/7/2016

Dina F. Levin, P.E.
Civil Engineer



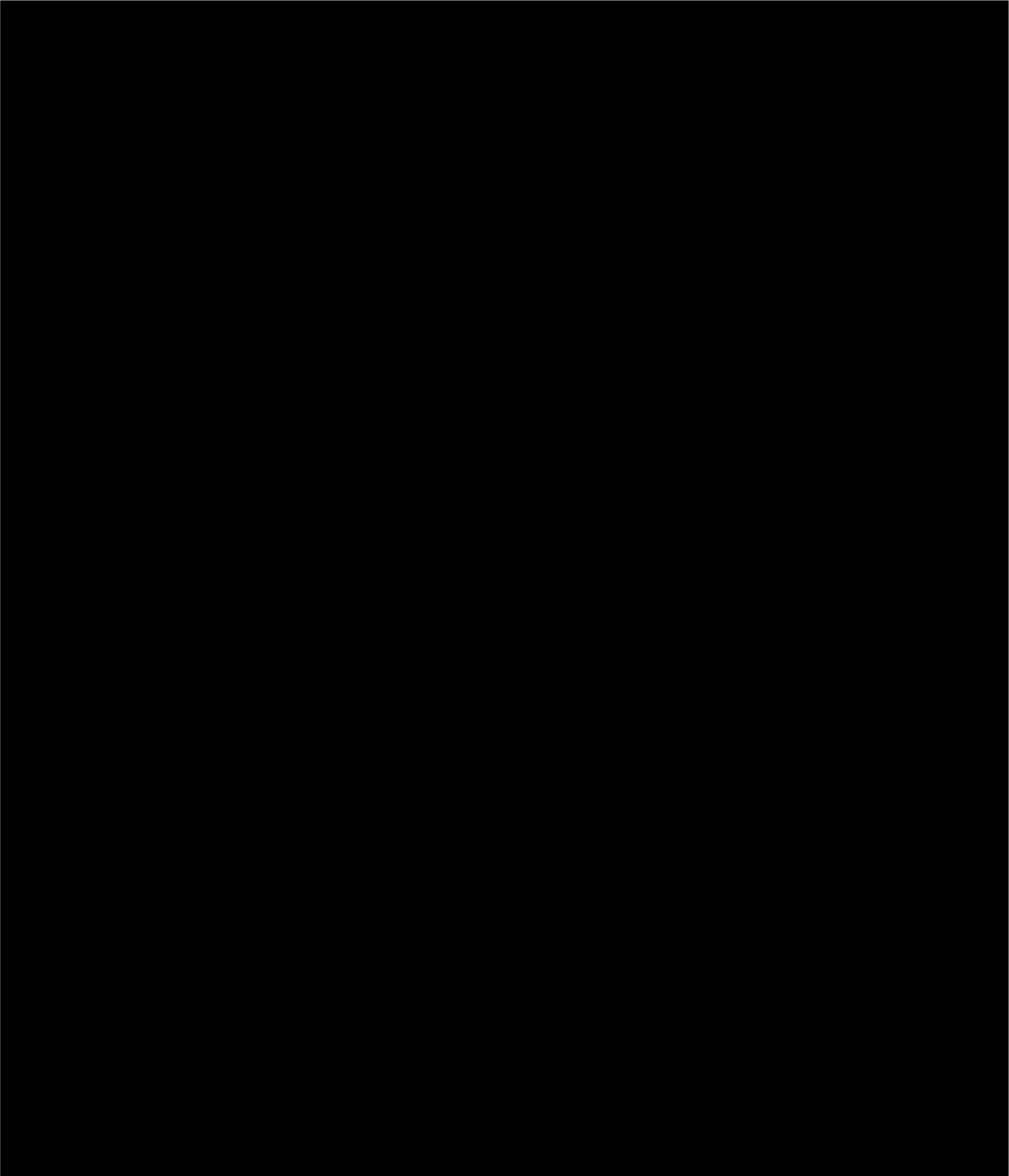
9/12/2016

Dina F. Levin, P.E.
Civil Engineer



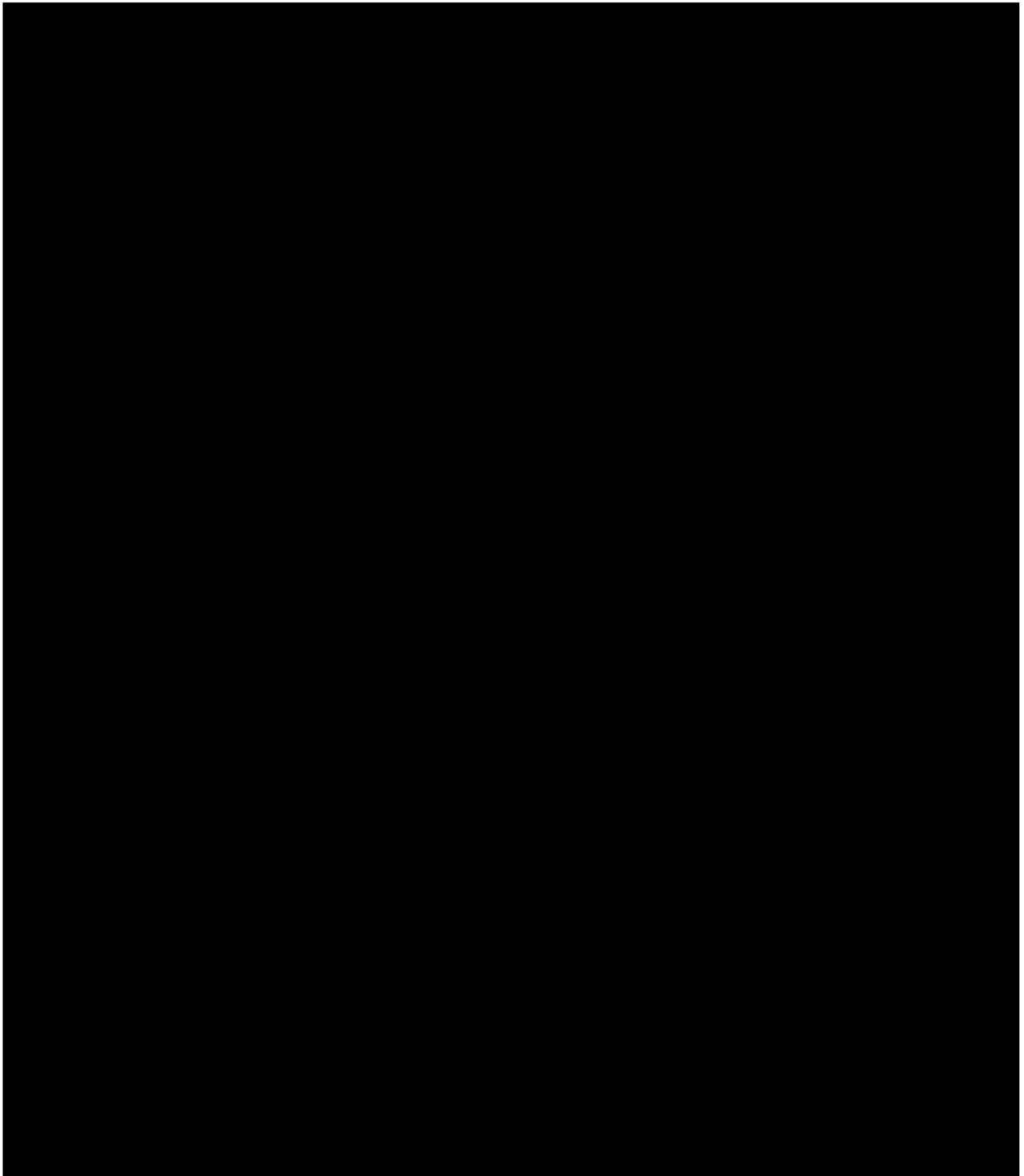
9/12/2016

Kevin H. Stephens, RA
Architect III



9/13/2016

Kevin H. Stephens, RA
Architect III



9/13/2016

Exhibit F

Scope of Work

Maintenance Facilities Site Design

Contract No. RR-16-4267

Illinois State Toll Highway Authority

Epstein and Sons International, Inc. (Epstein), as a subconsultant to Environmental Design International inc., prime consultant to the Illinois State Toll Highway Authority (ISHTA), will perform architectural, building mechanical/electrical/plumbing, and structural engineering design services for Maintenance Facilities Site Design Contract RR-16-4267. The services will be performed in accordance with ISTHA standards. Epstein will prepare reports, plans, and documents for each building on the sites listed below. Epstein will use prototype buildings based on previous ISHTA maintenance facilities.

Site Locations:

1. M-16 Maintenance Facility located on the Elgin O'Hare Western Access Tollway Roadway in Itasca, DuPage County, Illinois
2. M-3 Maintenance Facility on the I-294 Central Tri-State Tollway at (M.P. 41.9) in Park Ridge, Cook County, Illinois
3. M-5 Maintenance Facility on the Jane Addams Memorial Tollway in Arlington Heights at (M.P. 68.3) in Cook County, Illinois (or alternate site)
4. M-1 Truck Wash in Alsip.
5. M-8 Maintenance facility located in Naperville at (M.P. 127.6) in DuPage, Illinois (or alternate site), on the I-88 Reagan Memorial Tollway, along with a proposed sign shop.
6. M-4 Maintenance Facility on the I-94 Tri-State Tollway at (M.P. 8.4) in Gurnee, Lake County, Illinois (or alternate site).

EXHIBIT G

Contract No. RR-16-4267

A. Epstein and Sons International, 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
12-4079D	Maintenance Facilities, Systemwide	\$7,288,013.00	\$589,582.52	3/1/2019
14-4202CM	Ardmore - M-7 CA	\$299,960.48	\$226,677.63	12/31/2018
16-4252CM	ESI - M-6 CA	\$299,994.85	\$299,994.85	12/31/2018

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	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 5%;"></td> <td style="border-bottom: 1px solid black; width: 45%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right; border-bottom: 1px solid black;">-</td> </tr> </table>	Direct Labor				Direct Costs				Services by Others				Additional Services **				Total this Subconsultant (ULC)		\$	-
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

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

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	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: \$ -

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: ESI Consultants

Contract Number: RR-16-4267

Proposal Date: 5/5/2017

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-16-4267

Consultant: ESI Consultants

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
M3 - Stormwater, Lighting & QA/QC	20	20	75	75	80	79	42	24	24				439
M4 - Stormwater, Lighting & QA/QC													
M5 - Stormwater & QA/QC	10	36	40	45	65	65	45	40	10				356
M8 - Stormwater, Lighting & QA/QC									16	77	100	100	293
M1 - Stormwater & QA/QC													
M16 - Stormwater, Lighting & QA/QC	60	40											100
TOTALS	90	96	115	120	145	144	87	64	50	77	100	100	1188

Contract Number: RR-16-4267

Consultant: ESI Consultants

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun								
M3 - Stormwater, Lighting & QA/QC														
M4 - Stormwater, Lighting & QA/QC	60	40	40	40	40	35								255
M5 - Stormwater & QA/QC														
M8 - Stormwater, Lighting & QA/QC														
M1 - Stormwater & QA/QC														
M16 - Stormwater, Lighting & QA/QC														
TOTALS	60	40	40	40	40	35								255

Contract No.: RR-16-4267

Consultant: ESI Consultants

Date: 5/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 36 No. OF MONTHS
SCHEDULED START DATE: 7/1/2017
RAISE DATE: 4/1/2018
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date	Date
7/1/2017	3/31/2018	4/1/2018	3/31/2019	4/1/2019	3/31/2020	4/1/2020	6/30/2020
9.0	12.0	12.0	3.0				
36.0	36.0	36.0	36.0	36.0			
25.00%	33.33%	33.33%	8.33%				
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
36.0	36.0	36.0	36.0	36.0	
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: 100.00%

Contract No.: RR-16-4267

Consultant: ESI Consultants

Date: 5/5/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM			
'Yes' must be selected in Column A							Total Estimated Work Hours:	2,691.00	Total Estimated O/T Hours:	
							Average Hourly Rate:	\$50.91	Average Premium O/T Hourly Rate:	
							Total Direct Labor	\$136,998.81	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	449.00				
No	Project Manager	\$40.00	\$70.00	\$61.79	\$61.79	400.00				
No	Senior Engineer/Planner	\$40.00	\$70.00	\$54.30	\$54.30	388.00				
No	Resident Engineer	\$40.00	\$70.00			0				
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.30	\$45.30	422.00				
No	Staff Engineer/Planner	\$20.00	\$40.00	\$37.00	\$37.00	582.00				
No	Engineer /Accountant	\$20.00	\$60.00			0				
No	Senior Technical Specialist	\$25.00	\$60.00	\$48.50	\$48.50	370.00				
No	Technical Specialist	\$15.00	\$50.00			0				
No	Architect	\$30.00	\$70.00							
No	Realty Specialists	\$20.00	\$70.00							
No	Intern	\$8.25	\$20.00	\$15.00	\$15.00	80.00				
No	Admin/Clerical	\$8.25	\$40.00							

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."

Contract No.: RR-16-4267

Consultant: ESI Consultants

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Kevin Hayes

Project Manager: Anthony Bryant

Project Engineer: Brandt Zentner

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: Anthony Bryant

Senior Engineer: Anthony Malone

Others: Name: Benjamin Russo

Classification: Project/Resident Engineer 2

Name: _____

Classification: _____

Name: _____

Classification: _____

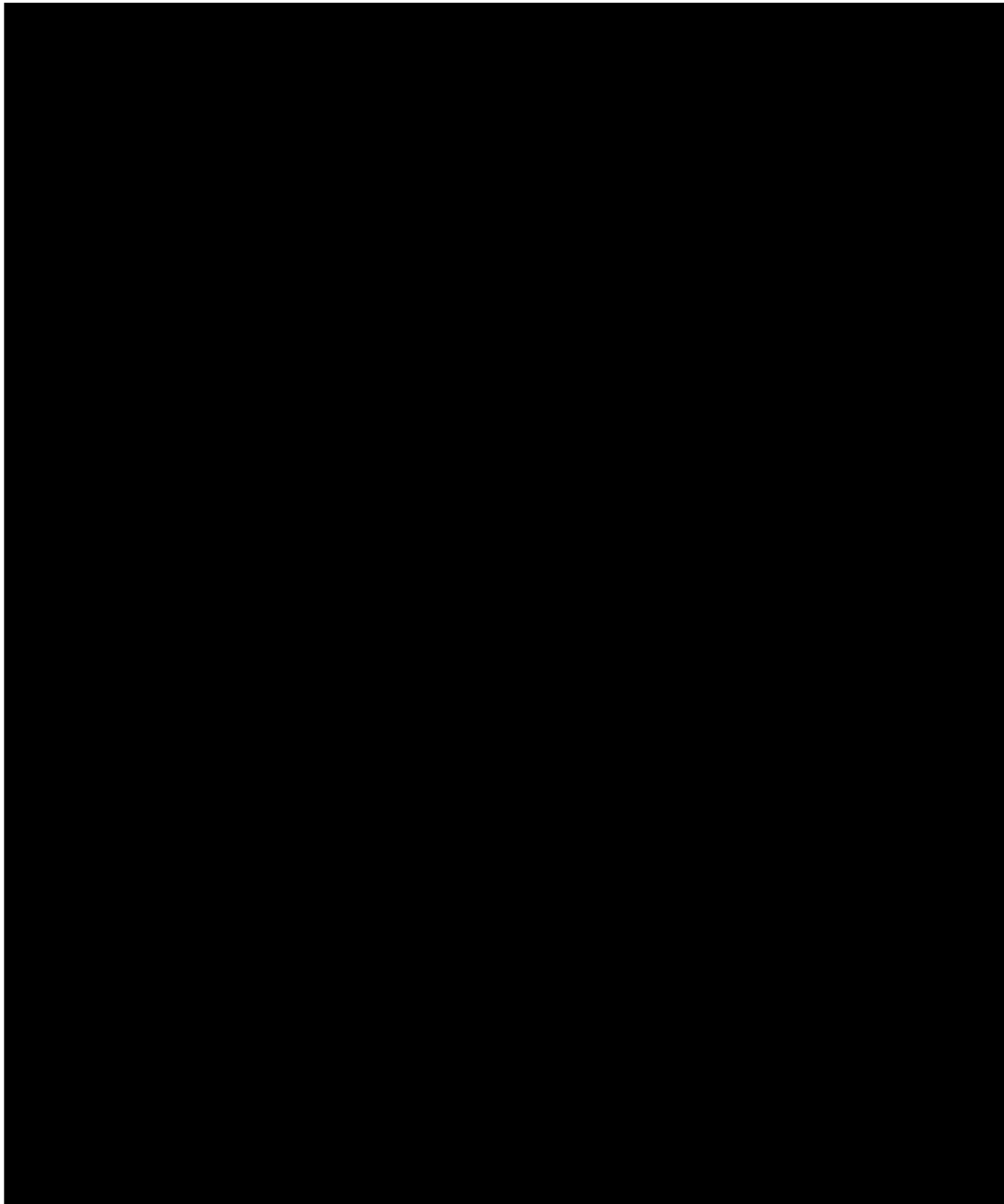
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Classification: _____



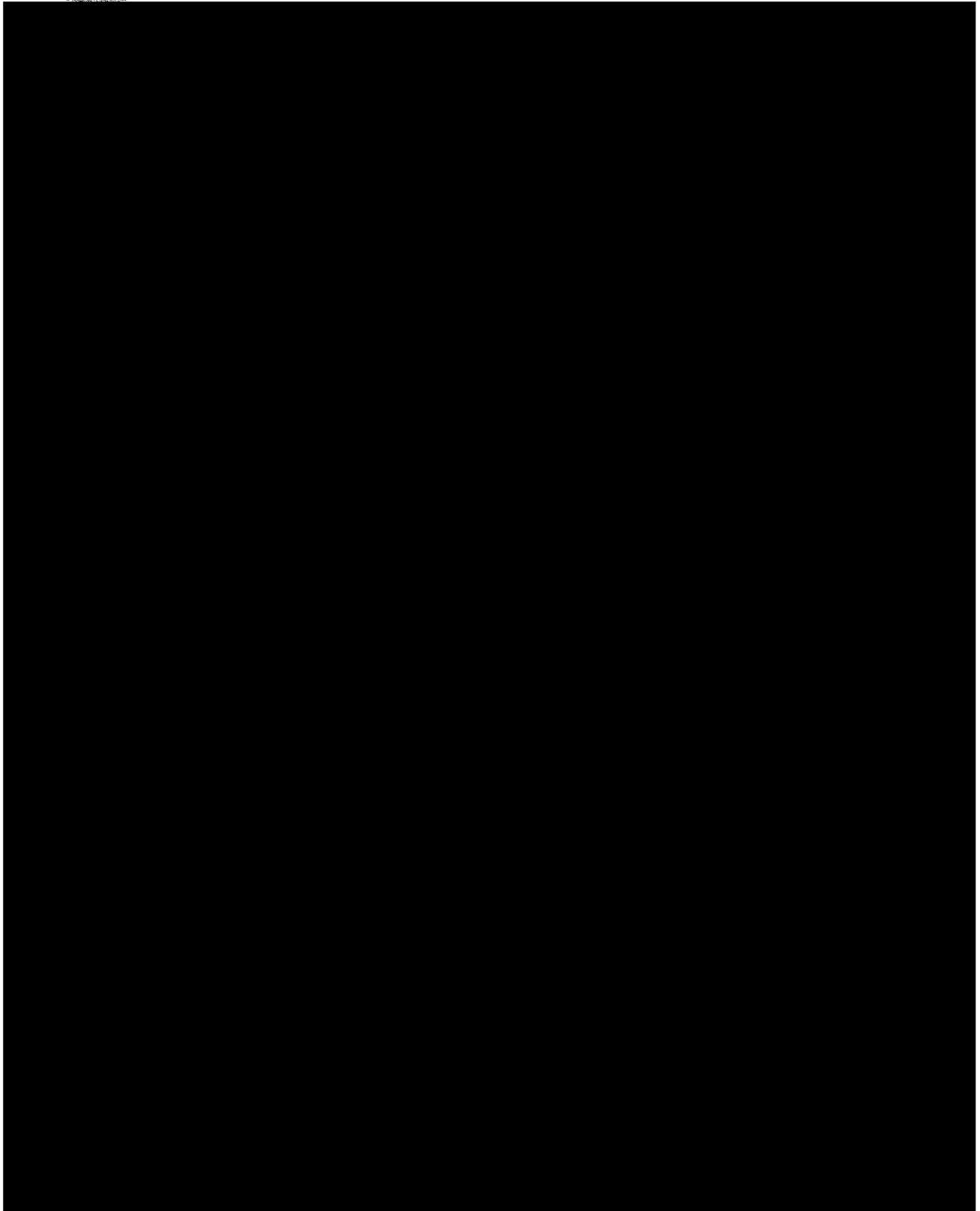
Excellence. Service, Integrity

Kevin Hayes, P.E., A.I.A.





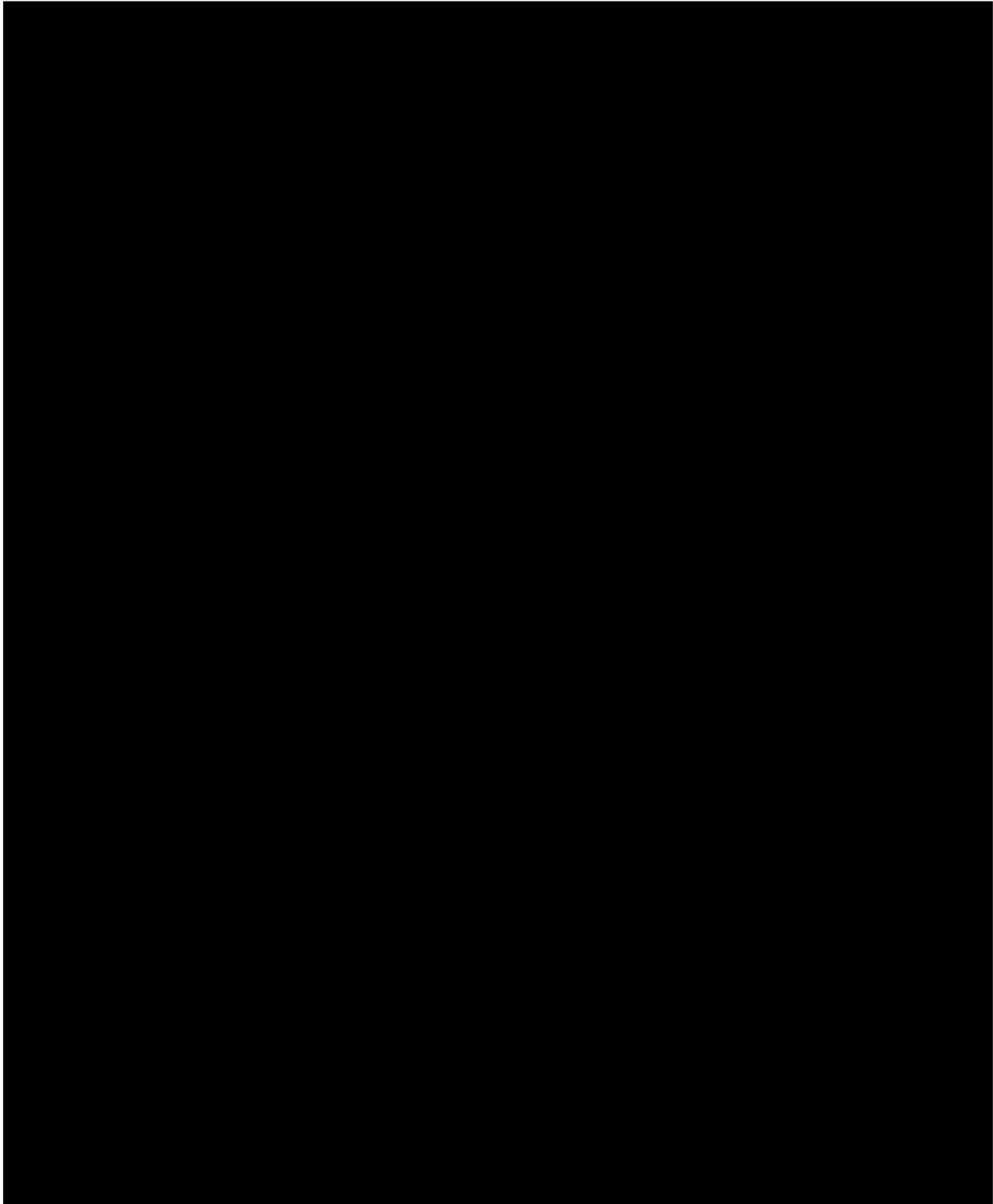
Kevin Hayes, P.E., A.I.A.





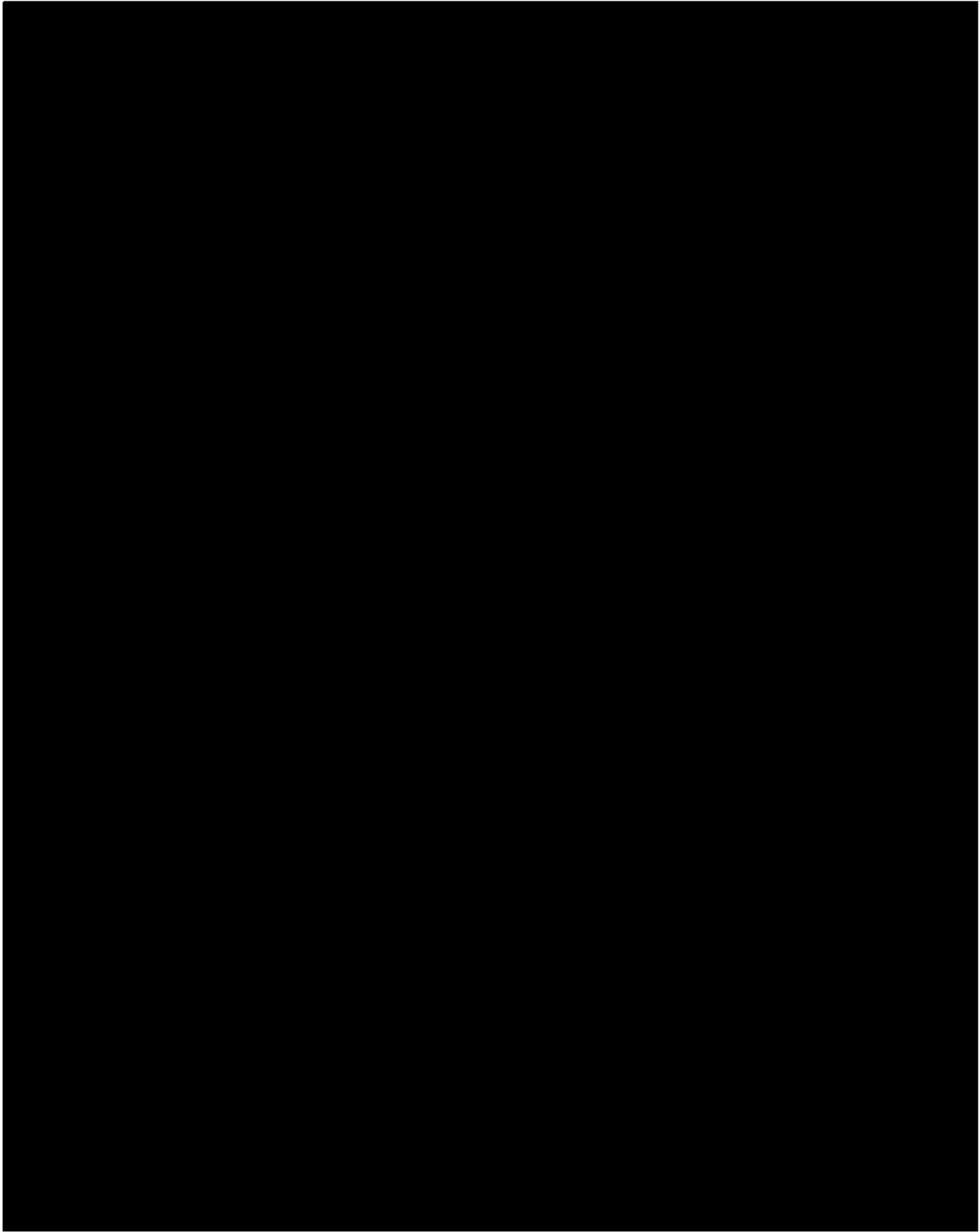
Excellence. Service. Integrity

Anthony Bryant, P.E.





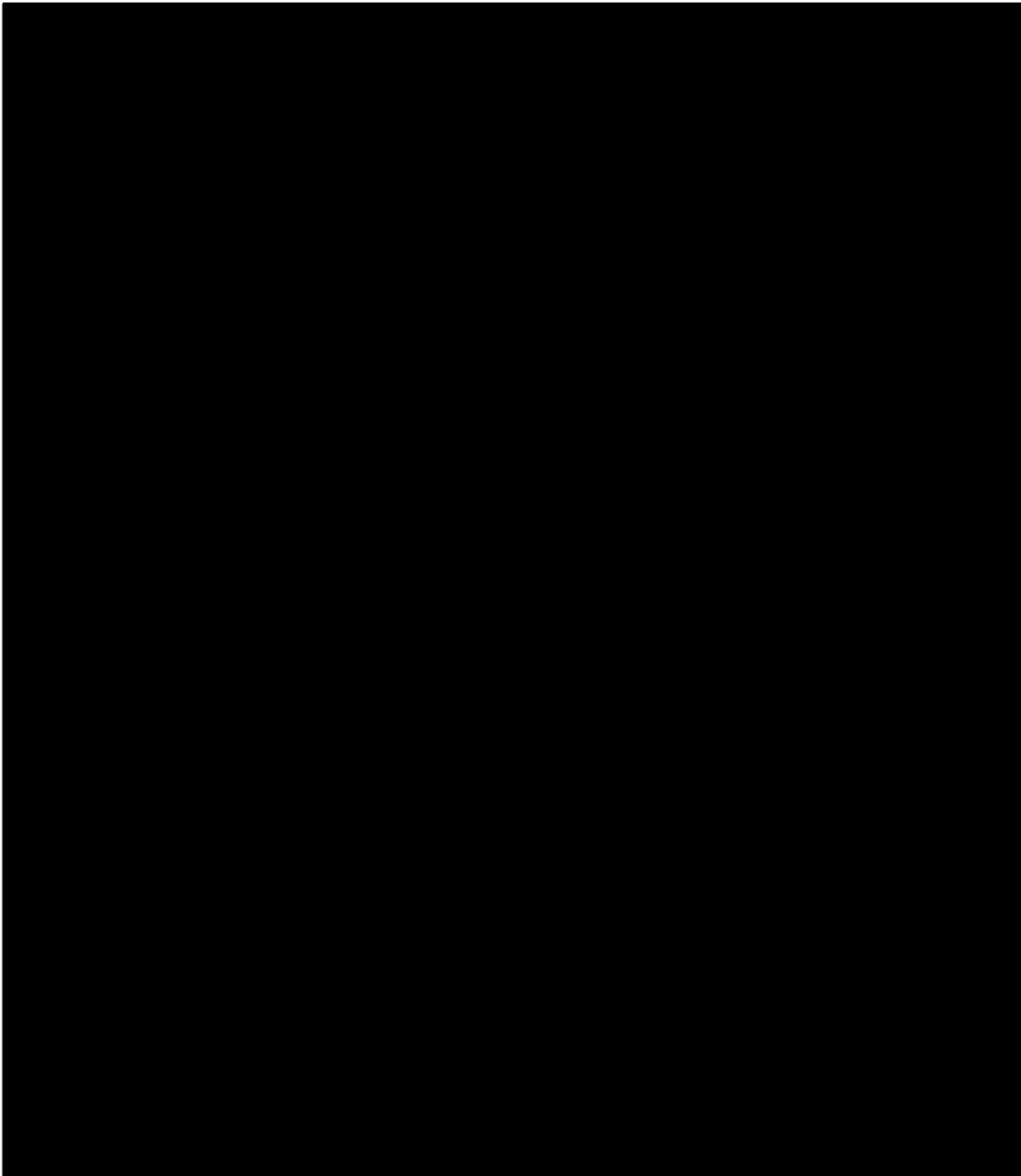
Anthony Bryant, P.E.





Excellence. Service. Integrity

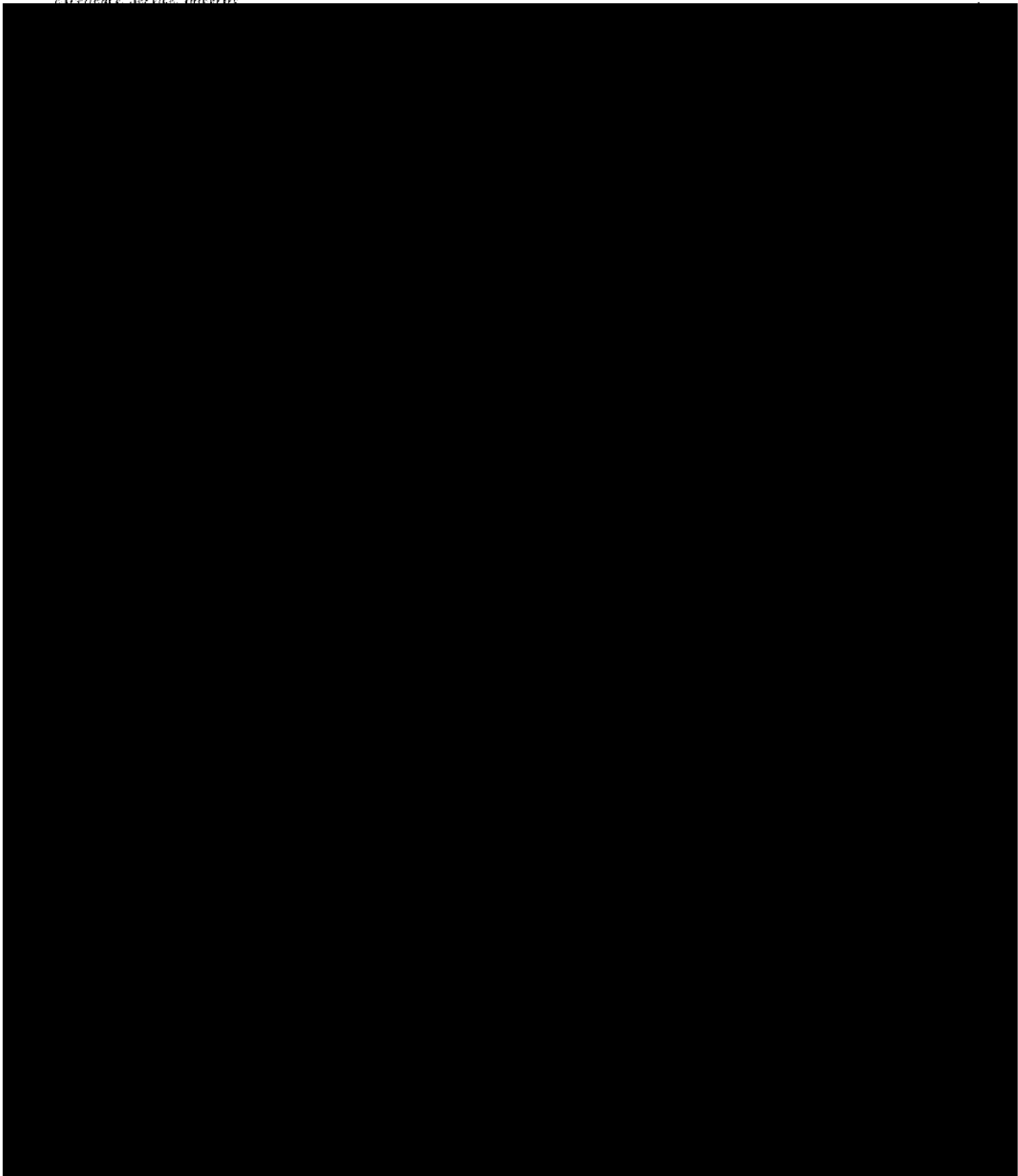
Brandt T. Zentner, CFM, CPESC





Excellence Service Integrity

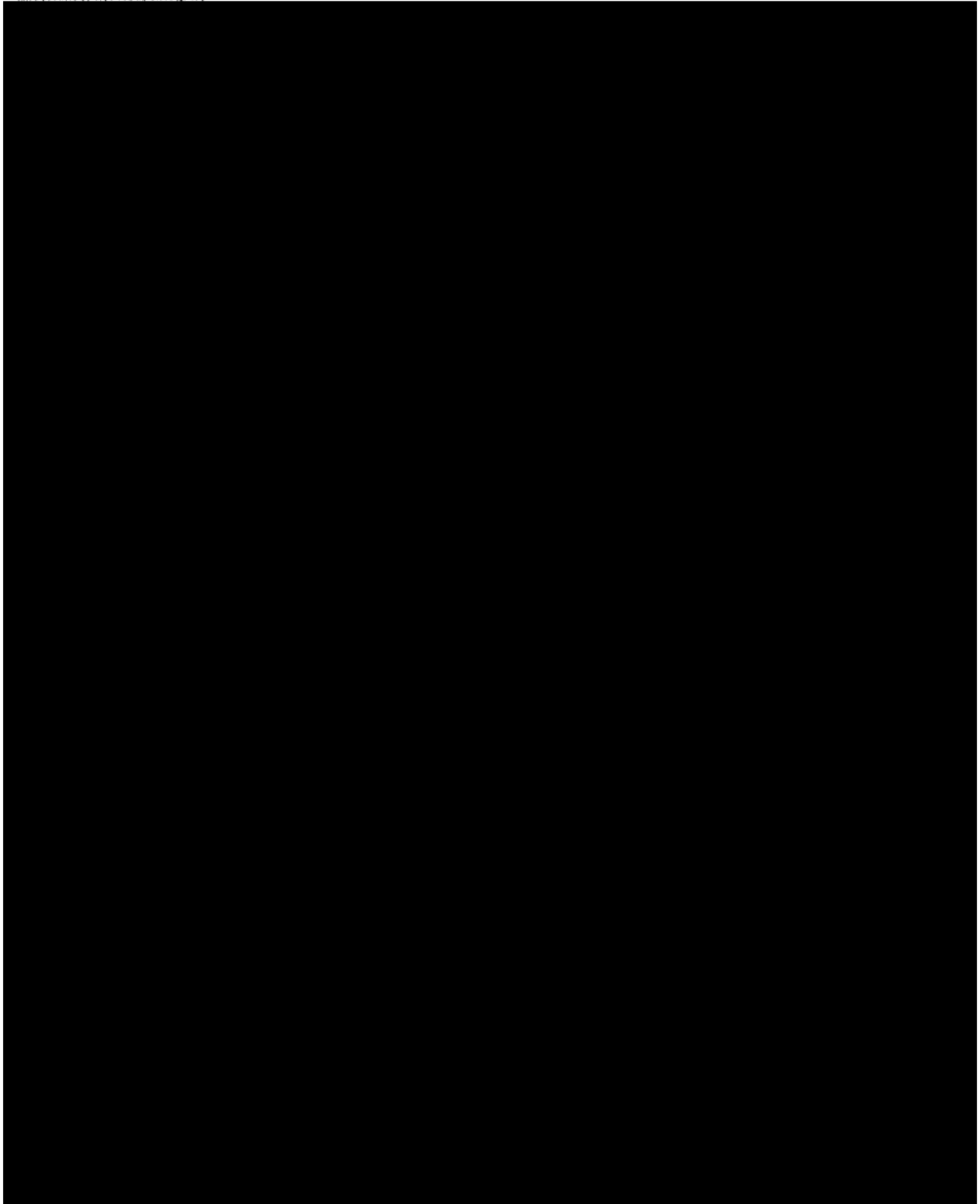
Brandt T. Zentner, CFM, CPESC





Excellence. Service. Integrity.

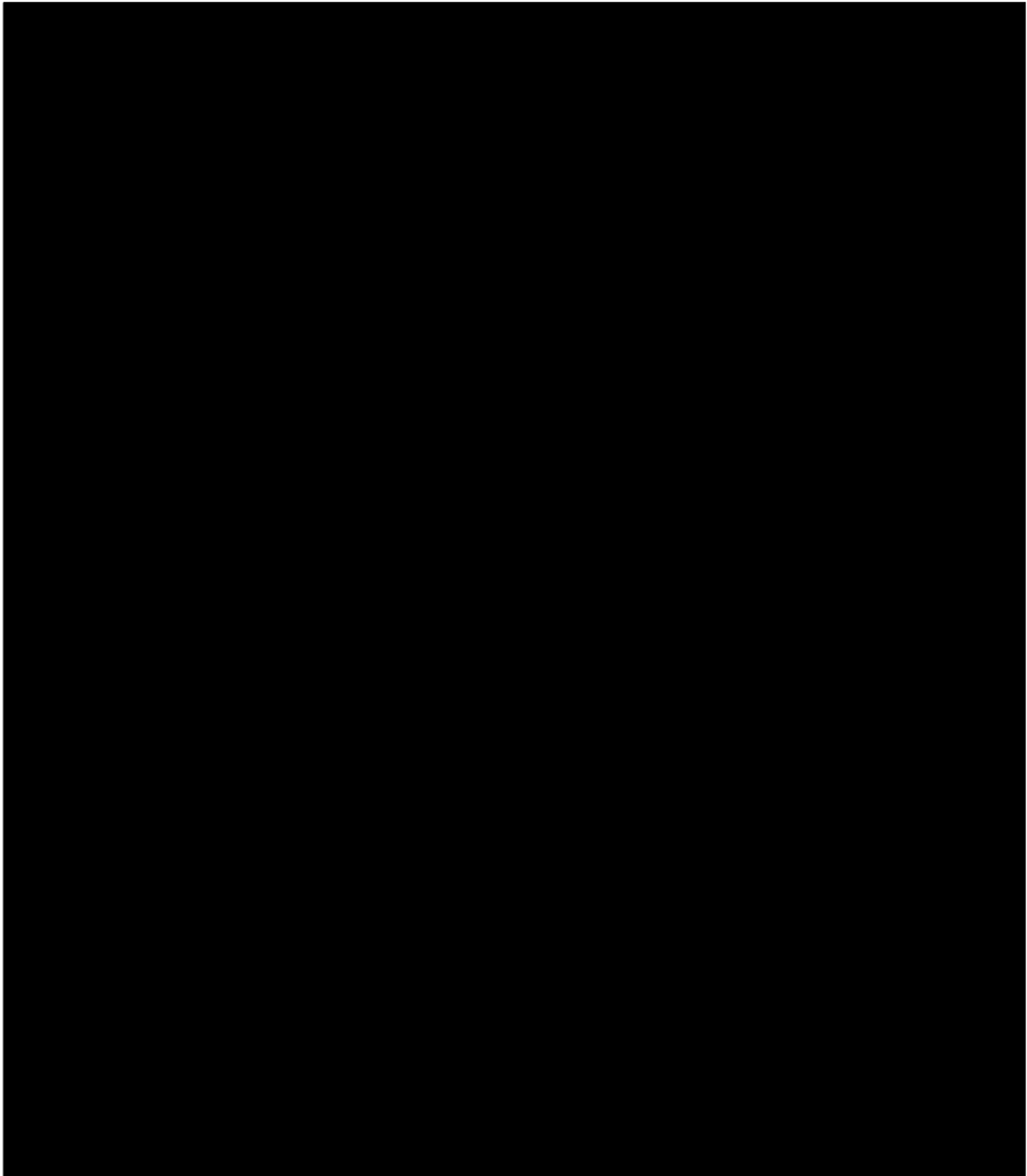
Brandt T. Zentner, CFM, CPESC





Excellence, Service, Integrity

Anthony G. Malone, P.E.



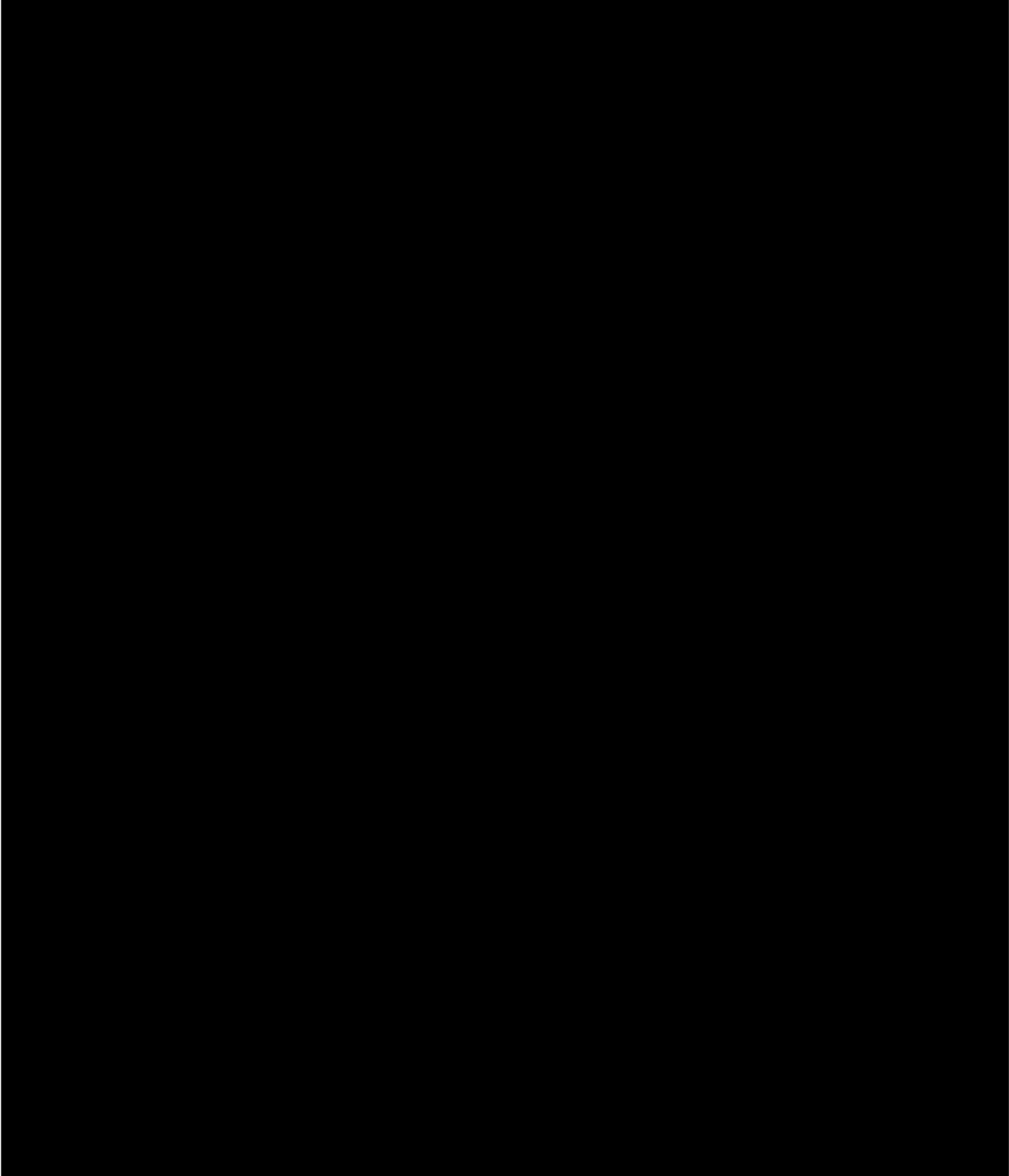
www.esiltd.com

EXHIBIT "1"
Page 160 of 187



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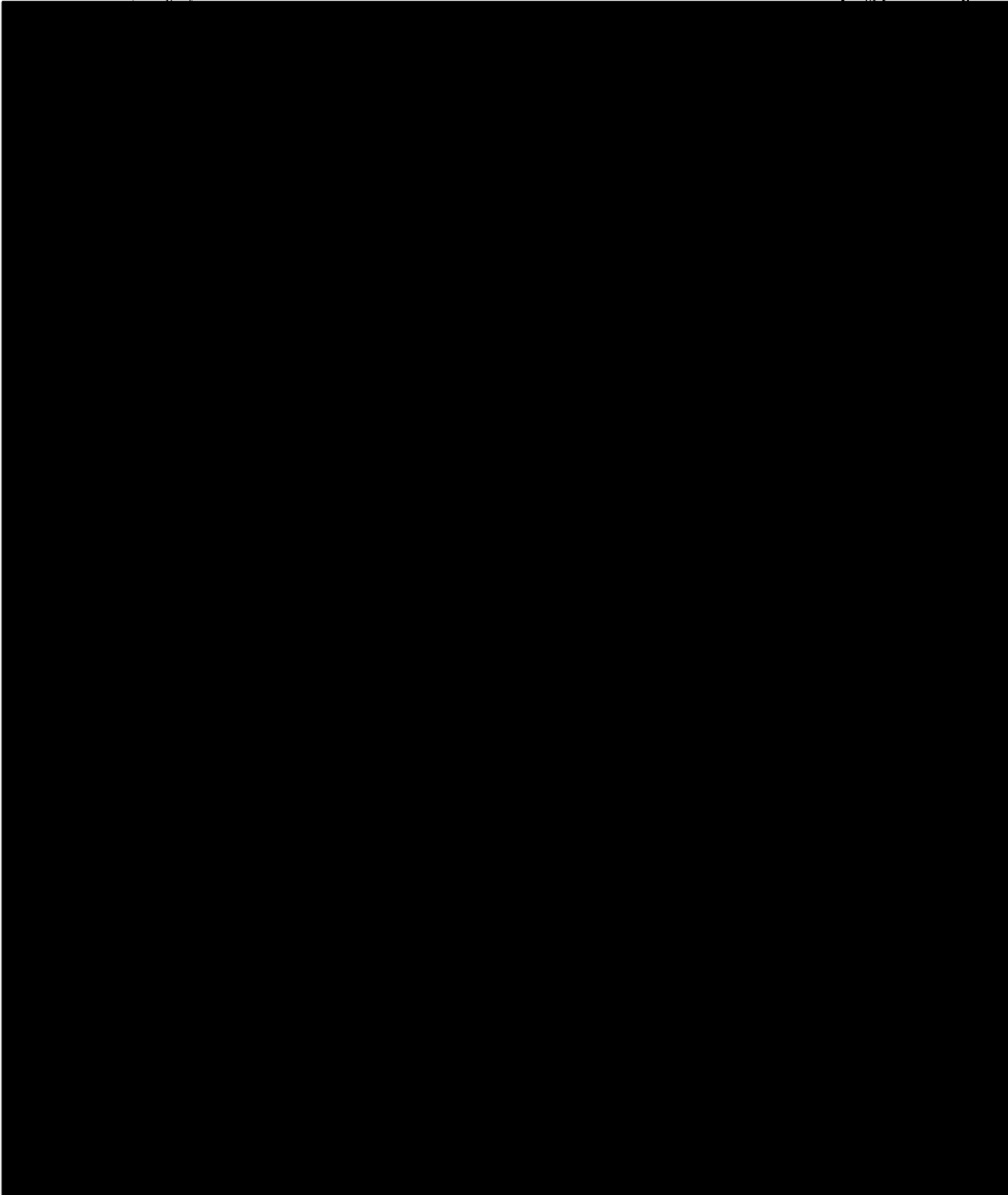
Anthony G. Malone, P.E.





Excellence. Service. Integrity

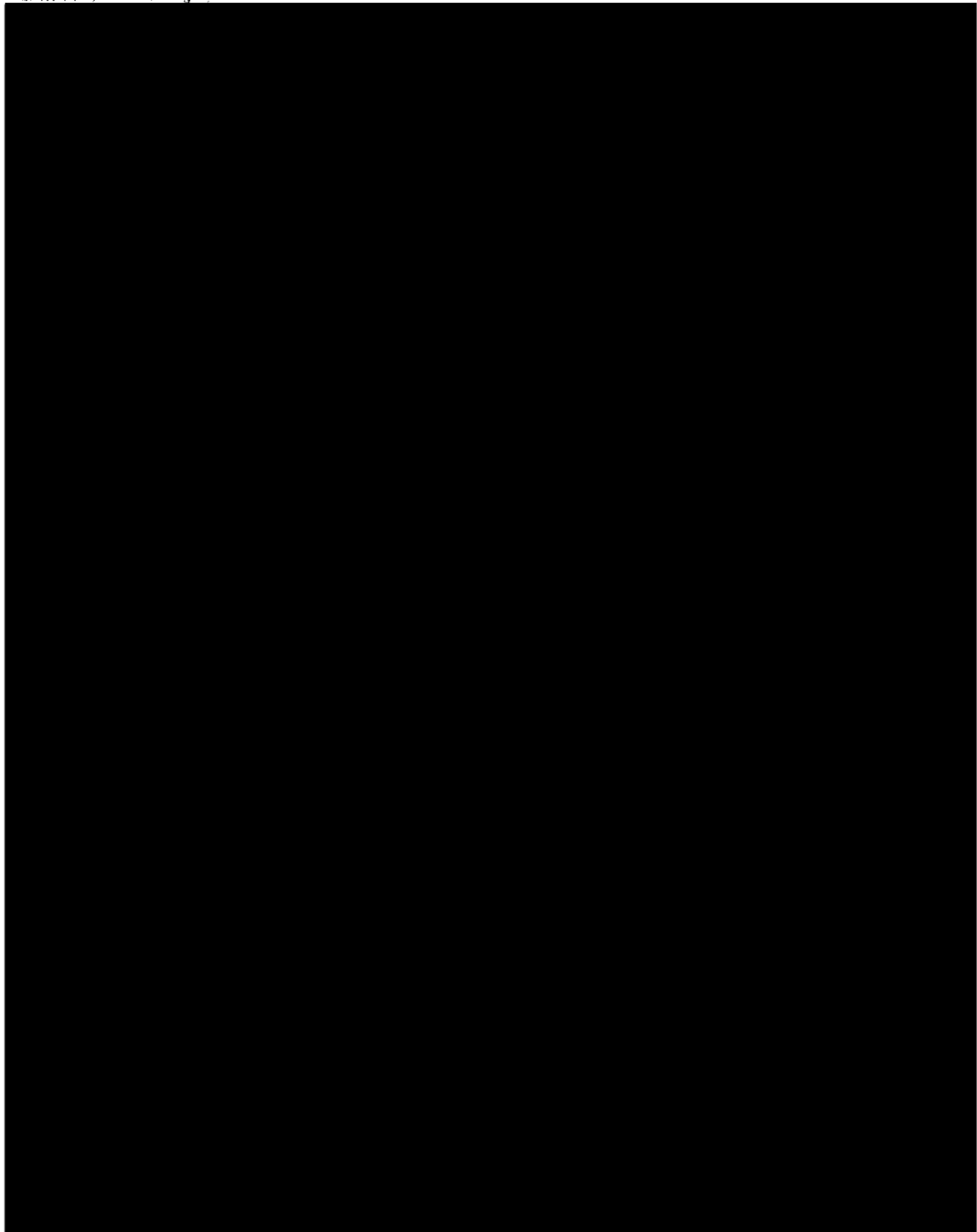
Anthony G. Malone, P.E.





Excellence. Service. Integrity

Benjamin Russo, P.E.





Excellence. Service. Integrity

Benjamin Russo, P.E.

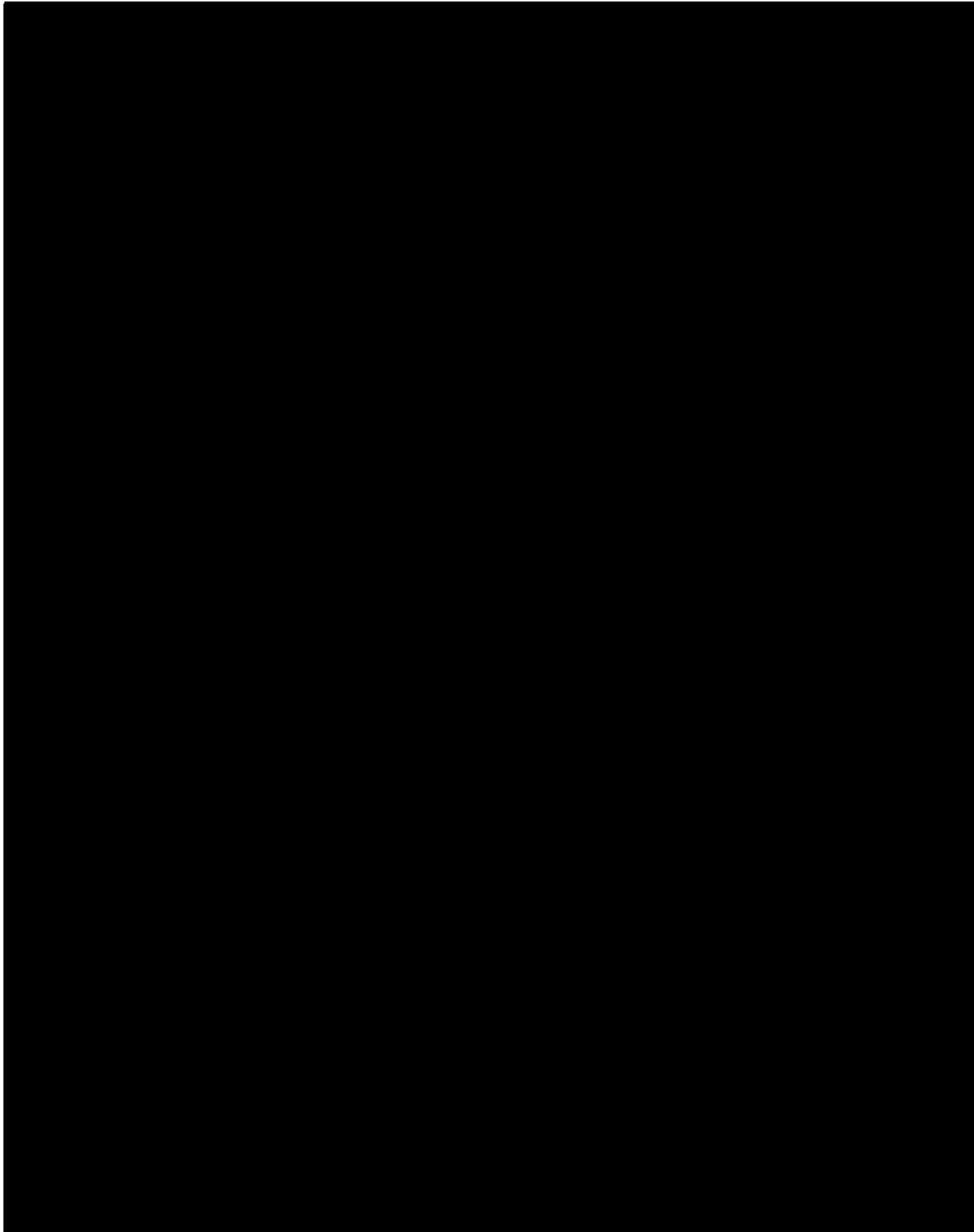


EXHIBIT F

Contract No. RR-16-4267

ESI Consultants

SCOPE OF SERVICES

ESI Consultants (ESI), as a sub-consultant to Environmental Design International inc. will perform storm water management, drainage design, and site lighting services for Maintenance Facilities Site Design Contract RR-16-4267. The services will be performed in accordance with ISTHA standards. ESI will also conduct a constructability review for each site listed below.

Site Locations:

M-16 Maintenance Facility located on the Elgin O'Hare Western Access Tollway Roadway in Itasca, DuPage County, Illinois (Stormwater Management, Drainage, Site Lighting)

M-3 Maintenance Facility on the I-294 Central Tri-State Tollway at (M.P. 41.9) in Park Ridge, Cook County, Illinois (Stormwater Management, Drainage, Site Lighting)

M-5 Maintenance Facility on the Jane Addams Memorial Tollway in Arlington Heights at (M.P. 68.3) in Cook County, Illinois (or alternate site) (Stormwater Management and Drainage only)

NO WORK on M-1 Truck Wash in Alsip

M-8 Maintenance facility located in Naperville at (M.P. 127.6) in DuPage, Illinois (or alternate site), on the I-88 Reagan Memorial Tollway (Stormwater Management, Drainage, Site Lighting)

M-4 Maintenance Facility on the I-94 Tri-State Tollway at (M.P. 8.4) in Gurnee, Lake County, Illinois (or alternate site) (Stormwater Management, Drainage, Site Lighting)

EXHIBIT G

Contract No. RR-16-4267

ESI Consultants

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-14-4201	CM - Maintenance Facilities	\$600,000.00	\$5,000.00	5/1/2017
RR-16-4252	CM - Systemwide Maintenance Facilities	\$4,000,000.00	\$2,500,000.00	2/1/2021

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

Contract Number: RR-16-4267

Proposal Date: 5/5/2017

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-16-4267

Consultant: Frega Associates, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	688	
1. M-16 EOWA							24	16	40	32	20	20		152
2. M-3 Park Ridge								16	16	24	20			76
3. M-5 Arlington Hts.											24	44		68
4. M-1 Truck Wash														
5. M-8														
6. M-4 Gurnee														
TOTALS							24	32	56	56	64	64		296

Contract No.: RR-16-4267

Consultant: Frega Associates, Ltd.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

$$\begin{array}{r} \underline{688.00} \\ \text{(Total Work Hours} \\ \text{from Exhibit C-2)} \end{array} \times \begin{array}{r} \$ \quad 56.63 \\ \text{(Average Hourly} \\ \text{Rate from Exhibit} \\ \text{C-2)} \end{array} = \text{TOTAL DIRECT SALARY } \$ \underline{38,961.44}$$

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 \$ 109,092.03

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$1,000.00

C. SERVICES BY OTHERS

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

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

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (Prime Consultant)

\$ -
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

-
(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 110,092.03

Contract No.: RR-16-4267

Consultant: Frega Associates, Ltd.

Date: 5/5/2017

EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 36 No. OF MONTHS
SCHEDULED START DATE: 7/1/2017
RAISE DATE: 1/1/2018
PERCENT OF RAISE: 0%

ESCALATION PER YEAR Year 1 through 5

Date	Date	Date	Date	Date	Date	Date	Date
7/1/2017	12/30/2017	1/1/2018	12/31/2018	1/1/2019	12/31/2019	1/1/2020	6/30/2020
6.0	12.0	12.0	6.0				
36.0	36.0	36.0	36.0				
16.67%	33.33%	33.33%	16.67%				
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
36.0	36.0	36.0	36.0	36.0	36.0
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: 100.00%

Contract No.: RR-16-4267

Consultant: Frega Associates, Ltd.

Date: 5/11/2017

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES							DIRECT COST OVERTIME PREMIUM		
						Total Estimated Work Hours:	688.00	Total Estimated O/T Hours:	
						Average Hourly Rate:	\$56.63	Average Premium O/T Hourly Rate:	
						Total Direct Labor	\$38,961.44	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						
No	Project Manager	\$40.00	\$70.00	\$66.56	\$66.56	88.00			
No	Senior Engineer/Planner	\$40.00	\$70.00						
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						
No	Technical Specialist	\$15.00	\$50.00						
No	Architect	\$30.00	\$70.00	\$55.17	\$55.17	600.00			
No	Realty Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						
No	Admin/Clerical	\$8.25	\$40.00						

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."

Contract No.: RR-16-4267

Consultant: Frega Associates, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: John V. Frega

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Rodolfo N. Cuasay

Classification: Architect

Name: _____

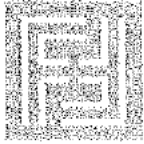
Classification: _____

Name: _____

Classification: _____

Name: _____

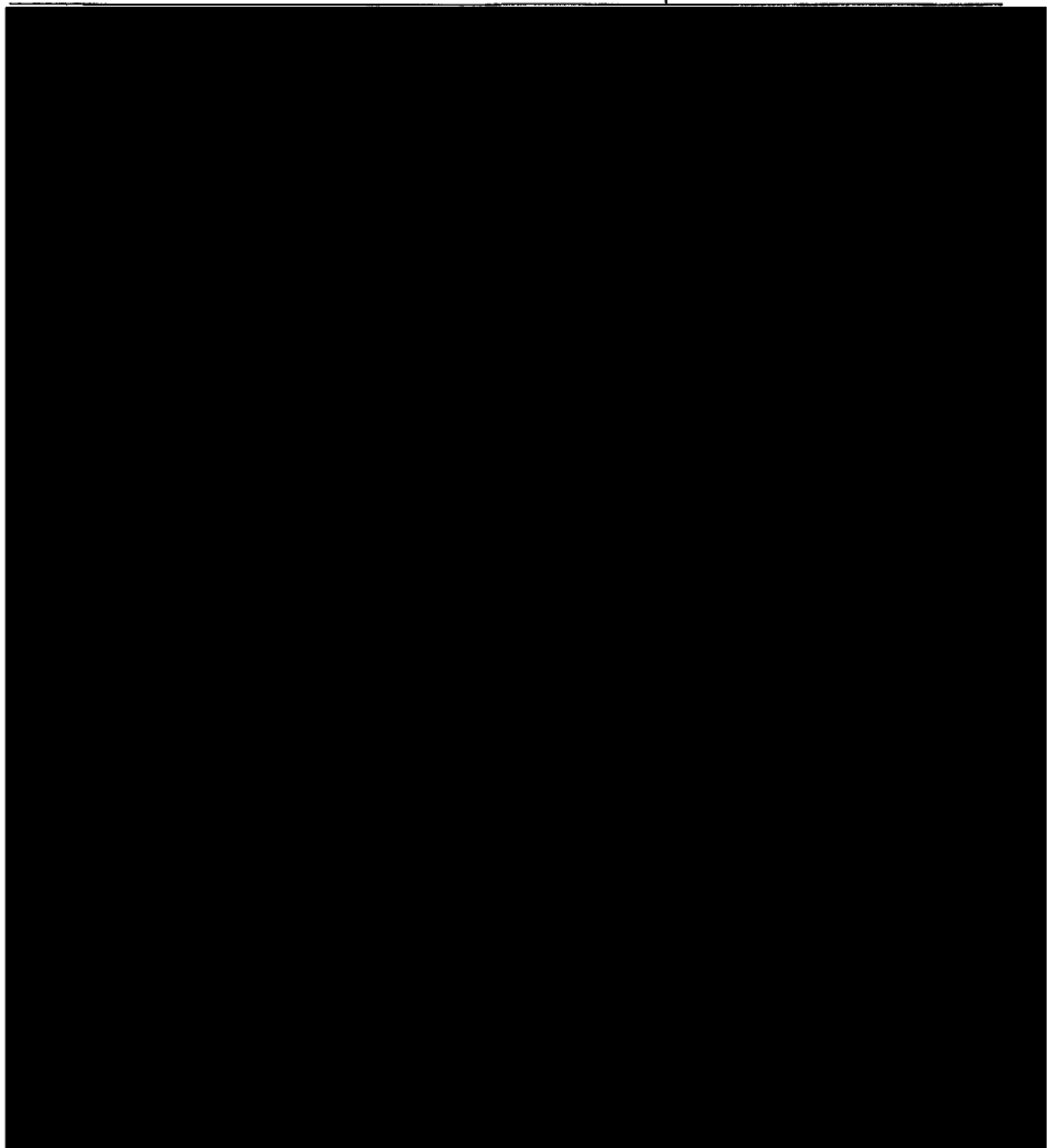
Classification: _____



Frega Associates, Ltd.
411 South Wells Street
Chicago, Illinois 60607
312.663.0640
FAX: 312.663.0834

Architects
Engineers
Planners

**John V. Frega, AIA,
LEED AP**



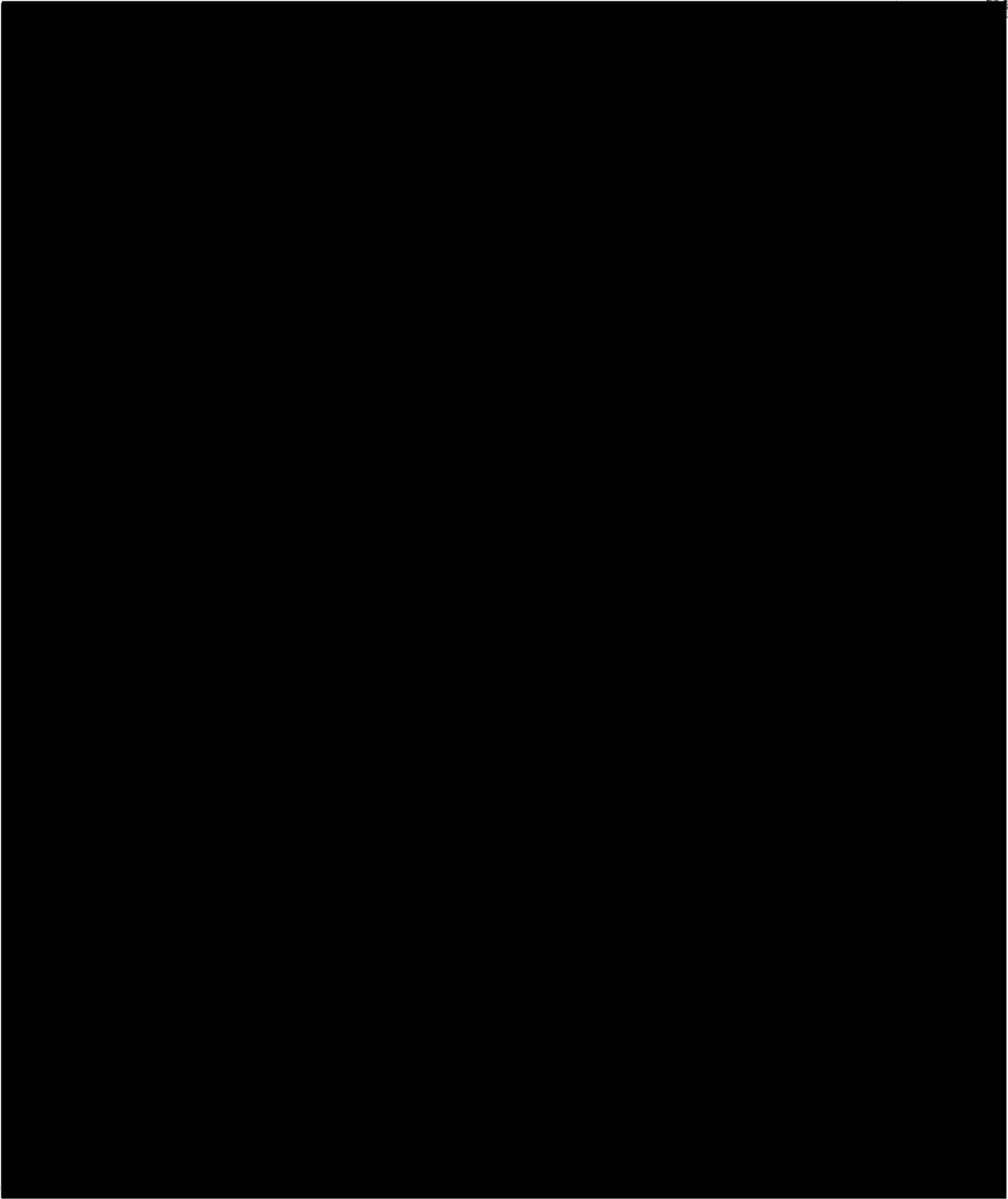


EXHIBIT F

Contract No. RR-16-4267

Frega Associates, Ltd.

SCOPE OF SERVICES

Prepare landscaping and architectural consulting support as directed by EDI and the Tollway as part of this contract.

Landscaping plans will be prepared for the following sites:

Site Locations:

1. M-16 Maintenance Facility located on the Elgin O'Hare Western Access Tollway Roadway in Itasca, DuPage County, Illinois
2. M-3 Maintenance Facility on the I-294 Central Tri-State Tollway at (M.P. 41.9) in Park Ridge, Cook County, Illinois
3. M-5 Maintenance Facility on the Jane Addams Memorial Tollway in Arlington Heights at (M.P. 68.3) in Cook County, Illinois (or alternate site)
4. NOT INCLUDED
5. M-8 Maintenance facility located in Naperville at (M.P. 127.6) in DuPage, Illinois (or alternate site), on the I-88 Reagan Memorial Tollway.
6. M-4 Maintenance Facility on the I-94 Tri-State Tollway at (M.P. 8.4) in Gurnee, Lake County, Illinois (or alternate site)

EXHIBIT G

Contract No. RR-16-4267; PSB 16-3-3

Frega Associates, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-14-4222	Tri-State Tollway, BNSF Railroad Bridge	\$67,485.00	\$52,125.82	10/31/2018
RR-14-4202	CM M7 Maintenance Facility	\$71,656.45	\$49,177.23	10/31/2018
RR-16-4265	Tri-State Tollway DCM	\$164,967.50		pending

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>
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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)

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