

04/26/18

6.4/10

RESOLUTION NO. 21536

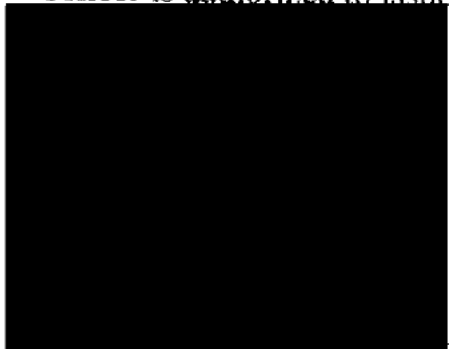
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services for Roadway and Bridge Reconstruction on the Edens Spur (I-94), Tri-State Tollway (I-294) from Milepost 25.2 (Tri-State Tollway) to Milepost 30.0 (Edens Expressway) on Contract No. RR-16-4275. Thomas Engineering Group, LLC has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$7,001,011.80. 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 Thomas Engineering Group, LLC, to obtain Construction Management Services, for Contract No. RR-16-4275 with an upper limit of compensation not to exceed \$7,001,011.80, 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



May 30, 2018

Mr. Thomas E. Gill, III, President
Thomas Engineering Group, LLC
238 South Kenilworth Ave, Suite 100
Oak Park, IL 60302

**Re: Contract RR-16-4275
Construction Management Services for
Edens Spur (I-94), Tri-State Tollway (I-294)
Roadway and Bridge Reconstruction
Mile Post 25.2 (Tri-State Tollway) to
Mile Post 30.0 (Edens Expressway)**

NOTICE TO PROCEED

Dear Mr. Gill:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal date April 26, 2018, for Construction Management Services for Contract RR-16-4275. You are hereby authorized to commence with the work as of May 30, 2018, and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

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

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

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

Contract RR-16-4275
Notice to Proceed
Page 2 of 2

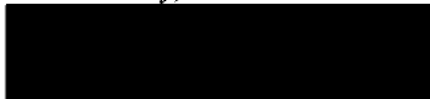
This contract is subject to the Illinois Procurement Code 30 ILCS 500. This code requires the General Contractor to submit certification/disclosure forms from the prime contractor and subcontractors of all tiers, known at the time of bid or offer whose contract value exceeds \$50,000. Failure to submit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

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 your Construction Management Agreement, Article XVI – Quality Assurance and Quality Control (QA/QC) Plan, we are requesting submittal of your QA/QC Plan, via Tollway's Web-Based Project Management System, within fourteen (14) days of receiving this Notice To Proceed, for approval by the Chief Engineering Officer.

Please contact Dan Framarin at 630-241-6800 extension 4717 for further information.

Sincerely,



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

PDK: cmhg

cc:	Greg Stukel	John Donato	Lane Closures
	Dan Framarin	Dawn Lukacs	SPO
	Ron Quinsey	Dorothy Jablonski	Sue Biggs
	Mohamad Faraj		

File: 04.4275.01.05 LT_Tollway_PDK_4275Thomas -NTP_05302018

1.4.6 Item 6. RR-16-4275, Edens Spur (I-94), Tri-State Tollway (I-294), Roadway and Bridge Reconstruction, M.P. 25.2 (Tri-State Tollway) to M.P. 30.0 (Edens Expressway)

This project has a 26% D/M/WBE participation goal and 3% VOS/SDVOSBE participation goal.

Phase III engineering services are required for the construction inspection and supervision for the proposed roadway and bridge reconstruction on the Tri-State Tollway, Edens Spur, M.P. 25.2 (Tri-State Tollway) to M.P. 30.0 (Edens Expressway) in Cook County, Illinois.

The Consultant will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant may be required to review and make comments on Pre-Final Design Plans submitted to the Tollway for constructability. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project.

Construction estimate: Category E.

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

Special Services (Construction Inspection)

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

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

Schedule: This project is scheduled to start in 2018.

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

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

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

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



May 3, 2018

Mr. Thomas E. Gill, III, P.E.
President
Thomas Engineering Group, LLC
55 West 22nd Street, Suite 300
Lombard, Illinois 60148

**RE: Contract RR-16-4275
Edens Spur (I-94), Tri-State Tollway (I-294), Roadway and Bridge Reconstruction
Mile Post 25.2 (Tri-State Tollway) to Mile Post 30.0 (Edens Expressway)
Construction Management Services
Key Personnel Change**

Dear Mr. Gill:

The Illinois Tollway has reviewed and approves your request to change Key Personnel Position(s): Project Manager, Documentation Technician, and Materials Coordinator. As requested in your April 25, 2018 correspondence, Greg Benske will replace Keith Sargent as the Project Manager, Victoria Han will replace John Gatses as the Documentation Technician, and Zach Barrie will replace Jacob Warren as the Materials Coordinator for construction management services on contract RR-16-4275. 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 Thomas Coleman, project manager at 630/241-6800, ext. 4191.

Sincerely,

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

PDK/lh

cc: ^{lh} Greg Stukel, ^{lh} Ron Quinsey, Thomas Coleman, Dawn Lukacs, Kristen Hamilton, Accounts Payable

File: 04-4275-01-10
LT_Tollway_PDK_4275-KeyPersonnelChangeApproval_05032018

April 25, 2018

Mr. Paul Kovacs, P.E.
Chief Engineer
The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515-1703

thomas
engineering group
service at the highest grade.
55 west 22nd street, suite 300
lombard, illinois 60148

Attn: Mr. Thomas Coleman
Ms. Susan Biggs

RE: Contract Number: RR-16-4275
Reconstruction and Widening Edens Spur (I-94), Tri-State Tollway (I-294)
Mile Post 25.2 (Tri-State Tollway) to Mile Post 30.0 (Edens Expressway)

Dear Mr. Coleman:

This letter is to address staffing changes to Thomas Engineering Group's Exhibit A – Proposed Staff submitted with our Statement of Interest for PSB 18-1 for the referenced project. The changes requested below are as follows:

- Keith Sargent has relocated to the east coast and no longer works for the firm. We propose his immediate supervisor, Greg Benske as his replacement for Project Manager. Mr. Benske is not only the Construction Management Group head but a Principal/Owner of the firm. He has worked on numerous Tollway projects, has effectively managed staff resources and is familiar with Tollway staff, policies and procedures.
- Replace John Gatses with Victoria Han for the Documentation Technician position. Ms. Han will receive her licensure in early June, is IDOT documentation certified and has spent the last two years documenting and inspecting work on a \$20M project in Lake County. She will be immediately available for work.
- Replace Jacob Warren with Zach Barrie from Material Solutions Laboratory for the Materials Coordinator role. This switch was necessitated in order for us to meet our DBE commitment percentages. Mr. Barrie will also serve as the projects Material QA Technician.

Attached are resumes for your review and approval.

If you have any questions or comments, please feel free to call at (708) 533-1700 or e-mail at tomg@thomas-engineering.com.

Sincerely,
thomas engineering group, llc

Thomas E. Gill, III, P.E.
President

Attachments

thomas engineering group, llc



service at the highest grade



**GREGORY
BENSKE**
Project Manager



thomas engineering group, llc



service at the highest grade

thomas engineering group, llc



service at the highest grade.



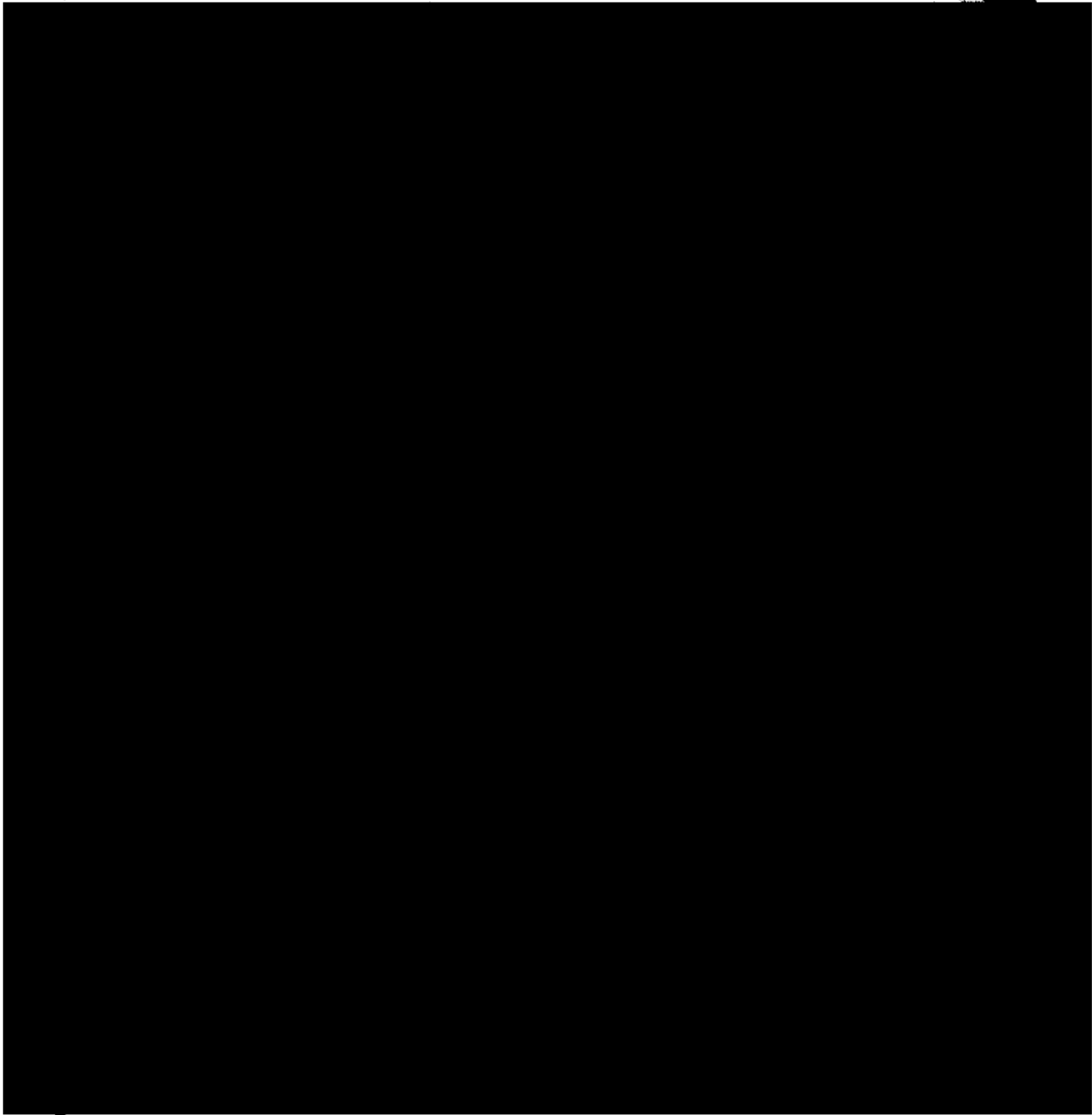
VICTORIA
HAN

EI
Documentation Technician

thomas engineering group, llc



service at the highest grade



thomas engineering group, llc



service of the highest grade.



Material Solutions Laboratory Corporation

Zach L Barrie

Role
Materials Coordinator/QA Tech.



Contract: RR-16-4275

Prime: Thomas Engineering Group, LLC

Key Personnel

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

Exhibit A – Proposed Staff

PSB 18-1

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, 3 and 5 thru 14)			
Name:	Keith Sargent, PE, PMP		
Firm:	Thomas		
Category:	IL Licensed Professional Engineer		
License #:	062-060913		
Year Registered:	2008	State:	IL
Office Address:	55 West 22 nd St		
City:	Lombard	State:	IL

Project Manager (Item 2)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer, or IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Manager (Item 4)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer or IL Licensed Landscape Architect		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Manager (Item 15)			
Name:			
Firm:			
Category:	r		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Engineer (Item 1, 3 and 5)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

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

Project Engineer (Item 4)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer or IL Licensed Landscape Architect		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Structural Design (Item 1, 2, 3 and 9)			
Name:			
Firm:			
Category:	IL Licensed Structural Engineer & IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

**Exhibit A – Proposed Staff
PSB 18-1, continued**

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

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

Roadway Design (Item 2 and 3)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Landscape Architect (Item 4)			
Name:			
Firm:			
Category:	IL Licensed Landscape Architect		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Resident Engineer (Items 4 thru 14)			
Name:	Edward Herlihy, PE		
Firm:	Thomas		
Category:	IL Licensed Professional Engineer		
License #:	062-054076		
Year Registered:	2000	State:	IL
Office Address:	55 West 22 nd St		
City:	Lombard	State:	IL

Traffic and Tolling Analysis (Item 1)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Financial and Economic Impact Analysis (Item 1)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

QC/QA Roadway (Items 1 thru 5)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

QC/QA Structural (Items 1 thru 5)			
Name:			
Firm:			
Category:	IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Materials Coordinator (Items 4 thru 14)			
Name:	Jacob Warren, P.E.		
Firm:	Thomas		
Category:	IL Licensed Professional Engineer		
License #:	062-069960		
Year Registered:	2017	State:	IL
Office Address:	55 West 22 nd St		
City:	Lombard	State:	IL

Materials QA Technician (Items 4 thru 14)			
Name:	Zach Barrie		
Firm:	Material Solutions Laboratory		
Category:	N/A		
License #:			
Year Registered:		State:	
Office Address:	1040 Bonaventure		
City:	Elk Grove Village	State:	IL

Mechanical (Item 5)			
Name:			
Firm:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Document Technician (Items 4 thru 14)			
Name:	John Gatses, PE		
Firm:	Thomas		
Category:	Documentation Certification Number- IDOT class S-14		
License #:	16-11955		
Year Registered:	2016	State:	IL
Office Address:	55 West 22 nd St		
City:	Lombard	State:	IL



Electrical / Electrical Design (Item 5 and 10)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

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

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

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

*If work is being performed by a Sub-consultant list firm name also.

**Note the specific function listed in the Item description for Key Personnel

18-1

Project Team: Prime and Sub-Consultant REQUIRED INFORMATION

Note: This instruction will disappear when all data is complete

Item # 8 RR-16-4275 Edens Spur (I-84), In-State Tollway (I-294), Roadway and Bridge Reconstruction, M.P. 25.2 (In-State Tollway) to M.P. 30.0 (Edens Expressway), Construction Management Services.

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 Project 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					
Prime Consultant Firm Name Thomas	Prime FEIN Number [REDACTED]	Contact Name (1) Thomas Gill	Contact Phone Number (1) 708.533.1700	Contact Email (1) tomg@thomas-engineering.com	No	No	34.00%	3.00%	Keith Sargent	Edward Herlihy	\$ 3,888,000	\$	\$ 1,700,000	\$ 800,000	\$ 4,000,000	\$ 3,700,000					
<p>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</p>																					
Sub-Consultant Information		Sub Contact Information (ONLY "1")		Sub Role and % of Work																	
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	DBE	City of Chicago, Cook County or N/A	WBE	City of Chicago, Cook County or N/A	MBE	Yes or No	SBA 8(a)	Yes or No	VOSB / SDVOSB	Choose from the dropdown menu below	Ethnicity	Gender	M/F
Thomas Engineering	HDR Engineering, Inc.	[REDACTED]	David Sierakowski	Construction Inspector (773) 867-7206	Richard Young, PE	richard.young2@aec	6.00%	N/A	N/A	N/A	N/A	N/A	N/A	No	No	No	No	Caucasian	Caucasian	Male	No
Thomas Engineering	AECOM Technical Services	[REDACTED]	Richard Young, PE	Construction Inspector (630) 445-3200	Jason Martin	martin@aes3.us	6.00%	N/A	N/A	N/A	N/A	N/A	N/A	No	No	No	No	Multiple Ownership	African American	ESOP	No
Thomas Engineering	SE3	[REDACTED]	Daniel Tilgus, PE	Material Testing	847-466-7216	tilgusd@msi-corp.c	6.00%	IL UCP	IL UCP	N/A	N/A	N/A	N/A	No	No	No	No	Asian	Asian	Male	No
Thomas Engineering	Material Solutions Ltd	[REDACTED]	Luis Montgomery, PE	Construction Inspector (312) 324-0336	Shakti Joshi, PE	shakti.joshi@psa	6.00%	IL UCP	IL UCP	N/A	N/A	Cook County	N/A	No	No	No	No	Hispanic	Adian Indian	Male	No
Thomas Engineering	ZIM Group, LLC	[REDACTED]	James Hamelka, PE	Construction Inspector (312) 236-5117	Erin Imman	erimman@primeraeng	3.00%	N/A	N/A	N/A	N/A	N/A	N/A	No	No	No	Yes	Caucasian	Caucasian	Male	No
Thomas Engineering	APS Consulting, Inc.	[REDACTED]	Peter Dombrowski, P	Construction Inspector (630) 220-2016		pdombrowski@fuhrm	5.00%	IL UCP	IL UCP	City of Chicago	City of Chicago	N/A	N/A	No	No	No	No	Caucasian	Caucasian	Female	No

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Vendor Information

CLOSE WINDOW

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

Business Name	Collins Engineers, Inc.
Owner	Mr. THOMAS COLLINS
Address	123 N. WACKER DR., STE 900
> Map This Address	CHICAGO, IL 60606
Phone	312-704-9300
Fax	312-704-9320
Email	dcecchi@collinsengr.com
Website	WWW.COLLINSENGR.COM
Ethnicity	Caucasian
Gender	Male
County	Cook (IL)

Certification Information

Certifying Agency	State of Illinois Central Management Services
Certification Type	VOSB - Veteran Owned Small Business
Renewal Date	12/10/2018
Expiration Date	12/10/2019
Certified Business Description	ARCHITECTURAL SERVICES, PROFESSIONAL ENGINEERING SERVICES, PROFESSIONAL

Commodity Codes

Code	Description
NIGP 90600	ARCHITECTURAL SERVICES, PROFESSIONAL
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL

Additional Information

Region	Metro Chicago
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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: Edens Spur (I-94), Tri-State Tollway (I-294), Roadway & Bridge Reconstruction M.P. 25.2 to M.P. 30.0 Project/Solicitation Number: RR-16-4275

Name of Prime Vendor: Thomas Engineering Group, LLC VOSB Compliance Contact: Thomas E. Gill, III, P.E.

Address: 238 South Kanilworth Avenue

City: Oak Park State: IL Zip Code: 60302

Telephone: 855-533-1700 FAX: 855-533-1700 Email: tomg@thomas-engineering.com

Name of Certified VOSB Vendor: Collins Engineers, Inc.

Address: 123 North Wacker Drive, Suite 900 VOSB Compliance Contact: Kathleen T. Loudor

City: Chicago State: IL Zip Code: 60606

Telephone: 312-704-9300 FAX: 312-704-9320 Email: kloudor@collinsengr.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: Upon Receipt of Notice to Proceed

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:

Construction Inspection

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

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

Signature _____

Print Name: Thomas E. Gill

Title: President

Date: 2/12/18

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

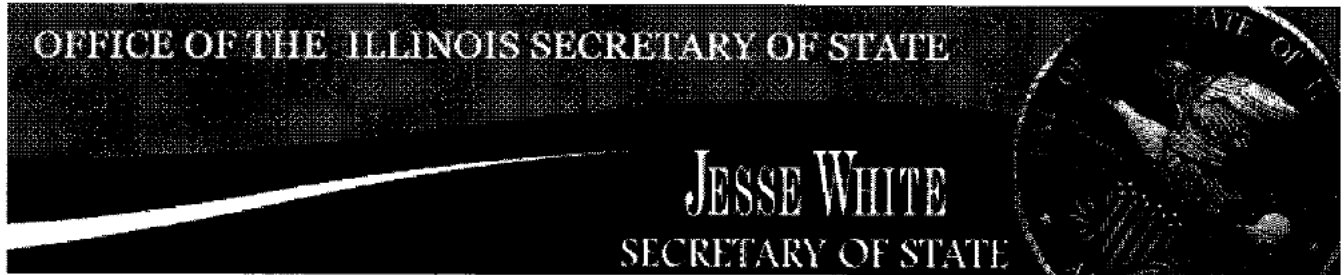
Signature _____

Print Name: Kathleen T. Loudor

Title: Vice President

Date: 2/12/18

RR-16-4275



LLC FILE DETAIL REPORT

File Number	02416662		
Entity Name	THOMAS ENGINEERING GROUP LLC		
Status	ACTIVE	On	10/27/2017
Entity Type	LLC	Type of LLC	Domestic
File Date	12/28/2007	Jurisdiction	IL
Agent Name	JAMES L KOPECKY	Agent Change Date	09/21/2017
Agent Street Address	120 N LA SALLE ST STE 2000	Principal Office	
Agent City	CHICAGO	Managers	View
Agent Zip	60602	Duration	PERPETUAL
Annual Report Filing Date	10/27/2017	For Year	2017
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

[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](#)

RR-16-4275

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**2IM Group, LLC**

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

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

541330-Engineering
Services

Speciality

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

RR-16-4275

Unified Certification Program - Search

[Contractor Details](#)[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**APS Consulting, Inc.** Email: admin@apsae.com

Shakti Joshi

Phone: 312-324-0336

5519 N. Cumberland

Fax: 312-324-0337

Avenue

Chicago, IL 60656-0000

County: Cook

Categories: Professional

NAICS541330-Engineering
consulting services541330-Engineering design
services**Speciality**541330-ENGINEERING
CONSULTING SERVICES

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Version: 1.1.27.5458

RR-16-4275

Unified Certification Program - Search

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

**Fuhrmann
Engineering, Inc. dba
Furhmann
Construction**

Gina Marie Fuhrmann
2852 S. 11th St.
Springfield, IL 62703

County: Sangamon

Email: gfuhrmann@fuhrmann-eng.com

Phone: (217) 529-5577

Fax: (217) 529-5575

Categories: Architecture\Engineering

NAICS	Speciality
541330-Engineering Services	541330- LOCATION DRAINAGE LOCATION DRAINAGE
541370-Surveying & Mapping (except Geophysical) Serv.	ELECTRICAL ENGINEERING TRAFFIC SIGNALS WATERWAYS: COMPLEX WATERWAYS: TYPICAL HIGHWAY STRUCTURE: TYPICAL HIGHWAY STRUCTURE: SIMPLE STUDIES: TRAFFIC REHABILITATION RECONSTRUCTION/MAJOR REHABILITATION FREEWAYS ROADS AND STREETS CONSTRUCTION INSPECTION 541370- SURVEYING

RL-16-4275

Unified Certification Program - Search

Contractor Details

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

[Print](#)

Material Solutions **Email:** sam@msl-corp.com
Laboratory **Phone:** (847) 466-7216
Corporation **Fax:** (847) 285-1712
 Samir Kukadia
 1040 Bonaventure Dr.
 Elk Grove Village, IL
 60007

County: Cook

Categories: Architecture\Engineering, Construction,
 Professional

NAICS	Speciality
541330-Engineering Services	541330- QA AGGREGATE/HMA/PCC
541380-Testing Laboratories	CONSTRUCTION INSPECTION 541380- MISC: MATERIAL
561730-Landscape Services	TESTING MISC: CONCRETE FIELD TESTING MISC: CONCRETE LABORATORY TESTING
	561730- LANDSCAPING SEEDING & SODDING

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Version: 1.1.27.5458

RR-16-4275

Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name **Primera Engineers, Ltd.**

Owner **Ms Erin Inman**

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

Phone **312-606-0910 Ext. 342**

Fax **312-606-0415**

Email **erinman@primeraeng.com**

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

Certification Information

Certifying Agency **City of Chicago**

Certification Type **WBE - Women Business Enterprise**

Certification Date **1/24/2018**

Renewal Date **3/1/2019**

Expiration Date **3/1/2023**

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

Commodity Codes

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

Additional Information

Customer Support

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RR-16-4275

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Contractor Details

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SE3, LLC

Email: vstewart@se3.us

Vernal Stewart

Phone: 630-641-9900

230 SW Main St. Ste. 213

Fax: 708-469-2566

Lee's Summit, MO

64063-0000

County: Jackson

Categories: Architecture\Engineering, Professional

NAICS

Speciality

541330-Engineering services

541330 - Freeways, Roads and Streets, Traffic Signals,

541512-Computer Systems Design Services

Studies: Traffic and Safety, Reconstruction/Major

541611-Administrative Management and General

Rehabilitation, Rehabilitation and Construction Inspection

Management Consulting Services

541611 - Program Management, Program Controls

541512 - Systems

Design/Deployment

Biggs, Susan

From: Gomez, Graciela
Sent: Monday, April 16, 2018 9:03 AM
To: Biggs, Susan
Subject: Thomas Eng Group, LLC _ FEIN [REDACTED] - for contract no RR-16-4275

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 09:01 04/16/18

ACTION: S

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

DISCLAIMER:

AS OF 04/16/18 AT 09:01 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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Biggs, Susan

From: Gomez, Graciela
Sent: Monday, April 16, 2018 9:14 AM
To: Biggs, Susan
Subject: ZIM Group, LLC _ FEIN [REDACTED] contract no RR-16-4275

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 09:13 04/16/18

ACTION: S

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

DISCLAIMER:

AS OF 04/16/18 AT 09:13 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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Biggs, Susan

From: Gomez, Graciela
Sent: Monday, April 16, 2018 9:02 AM
To: Biggs, Susan
Subject: AECOM - FEIN [REDACTED] - Contract No RR-16-4275

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 09:00 04/16/18

ACTION: S

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

DISCLAIMER:

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Biggs, Susan

From: Gomez, Graciela
Sent: Monday, April 16, 2018 9:06 AM
To: Biggs, Susan
Subject: APS Consulting, Inc. - FEIN [REDACTED] contract no RR-16-4275

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 09:04 04/16/18

ACTION: S

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

DISCLAIMER:

AS OF 04/16/18 AT 09:04 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:37 05/18/18

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/18/18 AT 14:37 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:37 05/18/18

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/18/18 AT 14:38 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Biggs, Susan

From: Gomez, Graciela
Sent: Monday, April 16, 2018 9:16 AM
To: Biggs, Susan
Subject: Primera Engineers, Ltd. _ FEIN [REDACTED] contract no RR-16-4275

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 09:15 04/16/18

ACTION: S

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

DISCLAIMER:

AS OF 04/16/18 AT 09:15 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Biggs, Susan

From: Gomez, Graciela
Sent: Monday, April 16, 2018 9:13 AM
To: Biggs, Susan
Subject: SE3, LLC _ FEIN [REDACTED] contract no RR-16-4275

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 09:06 04/16/18

ACTION: S

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

DISCLAIMER:

AS OF 04/16/18 AT 09:06 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER * [REDACTED] . PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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CONSTRUCTION MANAGER AGREEMENT

The Board of Directors, on the 26th day of **April, 2018**, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **THOMAS ENGINEERING GROUP, LLC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSTRUCTION MANAGER".

WITNESSETH:

WHEREAS, the CONSTRUCTION MANAGER has submitted a proposal dated **April 16, 2018**, to provide construction management services for Contract No. **RR-16-4275** for **Edens Spur (I-94), Tri-State Tollway (I-294), Roadway and Bridge Reconstruction, Mile Post 25.2 (Tri-State Tollway), to Mile Post 30.0 (Edens Expressway)**; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-1, Item 6**, staffed with professional licensed engineers, experienced and well-able to perform the construction section engineering services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I General Provisions

A. The CONSTRUCTION MANAGER shall perform all construction management services for Contract No. **RR-16-4275** for **Edens Spur (I-94), Tri-State Tollway (I-294), Roadway and Bridge Reconstruction, Mile Post 25.2 (Tri-State Tollway), to Mile Post 30.0 (Edens Expressway)** in accordance with the requirements and terms of this Agreement and the proposal from the CONSTRUCTION MANAGER of **April 16, 2018**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

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

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

ARTICLE II

Time of Performance

Upon receipt of a Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or April 27, 2018** and ending **December 31, 2022**, in accordance with the schedule included in the attached proposal.

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

ARTICLE III

Compensation

The CONSTRUCTION MANAGER shall perform all construction management services as required herein, and the TOLLWAY shall pay the CONSTRUCTION MANAGER as compensation therefor, the CONSTRUCTION MANAGER'S actual payroll costs times a multiplier of **2.8000**, and reimbursement of certain direct expenses (as shown in Exhibit "1"), with an upper limit of compensation of **Seven Million, One Thousand, Eleven Dollars and Eighty Cents (\$7,001,011.80)**. If, in the opinion of the CONSTRUCTION MANAGER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the CONSTRUCTION MANAGER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior approval of the Chief Engineering Officer. The CONSTRUCTION MANAGER must ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XVIII.

ARTICLE IV

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

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

Confidentiality

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

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

ARTICLE V

Responsibility for Injuries and Damages

The CONSTRUCTION MANAGER shall be responsible for all injuries to persons and damages to property due to the activities of the CONSTRUCTION MANAGER, its associates, agents or employees, in connection with an error, omission, intentional, willful, wanton, or negligent act(s), and shall be responsible for all parts of its services, both temporary and permanent, relating to the performance of any services under this Agreement or in connection therewith. It is expressly understood that the CONSTRUCTION MANAGER shall indemnify and save harmless the TOLLWAY, its Directors and the employees of the TOLLWAY from claims, suits, actions, damages and costs arising from, growing out of, an error, omission, intentional, willful, wanton or negligent act(s) of the CONSTRUCTION MANAGER under this Agreement, to the

maximum extent permitted by law, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided. Nothing herein contained shall be construed as prohibiting the TOLLWAY, its Directors or the employees of the TOLLWAY from defending any actions and suits brought against them or any of them or from employing their own counsel in defense of all such actions and suits. It is understood and agreed that the CONSTRUCTION MANAGER is an independent contractor and as such is solely responsible for any and all of its activities hereunder.

ARTICLE VI

Insurance

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

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

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

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

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

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

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

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

ARTICLE VII

Ownership of Documents

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

CONSTRUCTION MANAGER to abide by the terms and conditions set forth in this paragraph.

ARTICLE VIII
Financial Statement

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

ARTICLE IX
Successors and Assigns

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

ARTICLE X
Subcontractors

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

ARTICLE XI
Suspension

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

ARTICLE XII

Termination

A. Termination Without Cause

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

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

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

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

- d. Actual reimbursable direct expenses incurred for any wind-up work after the effective date of termination as directed to be performed by the Chief Engineering Officer of the TOLLWAY.

B. Termination for Cause

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

2. Conditions for termination for cause are as follows:

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

contained in this Agreement and shall fail to take such steps as directed by the TOLLWAY to remedy such default within five (5) days after written notice thereof from TOLLWAY.

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

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIII

Solicitations

The CONSTRUCTION MANAGER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the TOLLWAY shall have the right to annul this Agreement

without liability, or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE XIV

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the CONSTRUCTION MANAGER at **Thomas Engineering Group, LLC**, or to the Chief Engineering Officer, at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XV

Record Retention and Audit

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

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

expenses of its auditors in the event that this right is invoked.

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

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

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

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

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

ARTICLE XVI

Quality Assurance and Quality Control (QA/QC) Plan

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

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

ARTICLE XVII

Miscellaneous

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

ARTICLE XVIII

Inspector General

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

ARTICLE XIX

Engineer Selection Process

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

ARTICLE XX

Report of a Change in Circumstances

The CONSTRUCTION MANAGER agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the CONSTRUCTION MANAGER's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the CONSTRUCTION MANAGER's

Certification/Disclosure Forms, the CONSTRUCTION MANAGER's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, the CONSTRUCTION MANAGER agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONSTRUCTION MANAGER, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

ARTICLE XXI

EXPATRIATED ENTITIES

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT RR-16-4275 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

[Redacted Signature]

5/29/18

Chair/Executive Director-Signature Date
Robert Schillerstrom/Elizabeth Gorman

THOMAS ENGINEERING
GROUP LLC

[Redacted Signature]

7 MAY 18

President-Signature Date

THOMAS GILL

Printed Name as Signed Above

APPROVED:

[Redacted Signature]

5/24/18

Chief Financial Officer - Signature Date
Michael Colsch

APPROVED:

[Redacted Signature]

5/24/18

Acting General Counsel - Signature Date
Elizabeth Oplawski

Approved as to Form and Constitutionality

[Redacted Signature]

5-24-2018

Attorney General, State of Illinois - Robert Lane - Signature Date

CONSTRUCTION MANAGER PROPOSAL

FOR CONTRACT NUMBER RR-16-4275

This proposal, dated April 16, 2018, is submitted by Thomas Engineering Group, LLC of Oak Park, IL for Construction Manager's Service.

DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract RR-16-4275 for which we propose to provide Construction Manager Services is Edens Spur (I-94), Tri-State Tollway (I-294, Roadway and Bridge Reconstruction, M.P. 25.2 (Tri-State Tollway) to M.P. 30.0 (Edens Expressway), in Cook County (Counties), Illinois.

SCOPE OF CONSTRUCTION MANAGER SERVICES

Construction Manager Services following selection from PSB 18-1 will be provided for all items of work included in the Contract Requirements for the above Construction Contract and will conform with the Illinois State Toll Highway Authority's *Construction Manager's Manual*, in effect at the date the contract is awarded, and as revised thereafter, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY" current practices. These services shall include the responsibility for administration of the referenced Construction Contract in accordance with the applicable Construction Manager's Manual; manage the work as required by the Contract Documents; responsible for all on-site and off-site material testing; document all activities pertaining to the execution of the work; prepare all reports, payment estimates and other required documents; submit a "Record Drawing" set of plans; submit all project records, documents and the project close-out records properly indexed and cross-referenced in a manner which can be easily reviewed by the TOLLWAY at the same time the final pay estimate is submitted; and carry out the policies of the TOLLWAY.

FEE PROPOSAL

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

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 CONSTRUCTION MANAGER, independent contractors and contract employees shall be treated as "reimbursable direct costs" and not "actual direct salary." Subcontractors shall be treated as "Services by Others."

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

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

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

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

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

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

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the CONSTRUCTION MANAGER, for all costs, shall be \$ 7,001,011.80 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Construction Management services for all items of work included in the Scope of Construction Manager Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the CONSTRUCTION MANAGER, Exhibits A-H (Cont.) must be submitted by the CONSTRUCTION MANAGER for TOLLWAY approval prior to commencement of the work.

CONTROL OF STAFF LEVELS - The CONSTRUCTION MANAGER is required at all times to review the staffing level as it relates to the Contractor's activities and/or progress. If at any time during the execution of the work, the CONSTRUCTION MANAGER determines that a change in staff is required, a written request to modify

his/her staff must immediately be submitted to the TOLLWAY's Project Manager. If the requested change in staffing levels would cause the total contract fee to be exceeded, he/she shall submit a written request for a change in the upper limit of compensation to the Chief Engineering Officer.

This request shall include the following:

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

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

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

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

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

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

TERMS AND CONDITIONS - This document hereby incorporates by reference the "Contract" attached hereto and made a part hereof. The CONSTRUCTION MANAGER understands and agrees that it shall be bound by the terms and conditions contained in

the attached Contract including but not limited to those items contained in the Article titled "Insurance". The CONSTRUCTION MANAGER shall provide a copy of Certificate of Insurance as Exhibit I. In the event there is a conflict between the terms of this proposal and the terms of the attached Contract the terms contained in the Contract shall control.

The CONSTRUCTION MANAGER also agrees that it shall be required to procure and maintain additional insurance, if any is listed below, under the same terms and conditions specified in the Contract. Specialized project specific insurance, namely Railroad Protective Liability insurance, may be considered for reimbursement as a direct cost.

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

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

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

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

The CONSTRUCTION MANAGER shall maintain in the State of Illinois, for a minimum of five years from the latter of the date of completion of the CONTRACT or the date of final payment under the CONTRACT, adequate books, records, and supporting documents from an accounting system maintained in accordance with generally accepted accounting principles to verify the amounts, recipients, uses and methods of all disbursements of funds passing in conjunction with the CONTRACT. The five year record maintenance period shall be extended for the duration of any audit in progress at the time of that period's expiration. The CONSTRUCTION MANAGER shall at its own expense make such records available in a timely manner for inspection and audit (including copies and extracts of records) as required by the Auditor General and other State Auditors, 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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER's place of business in order to audit the records. If they are not produced in a timely manner by the CONSTRUCTION MANAGER, then the CONSTRUCTION MANAGER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

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

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

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

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

THIS PROPOSAL FOR CONSTRUCTION MANAGER SERVICES FOR

CONTRACT RR-16-4275

SUBMITTED BY:

FIRM NAME: Thomas Engineering Group, LLC

ADDRESS: 238 South Kenilworth Suite 100

CITY, STATE &
ZIP CODE: Oak Park, IL 60302

TELEPHONE: (708) 533-1700

FACSIMILE: (708) 533-1700

SIGNED BY: 

PRINTED NAME: Thomas E. Gill, III, P.E.

TITLE: President



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-16-4275

CONTRACTOR/CONSULTANT NAME: Thomas Engineering Group, LLC

1. PAYMENT TERMS AND CONDITIONS:

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

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

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

State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

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

similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

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

ability to perform the contract.

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

25.2 **REPORT OF A CHANGE IN CIRCUMSTANCES:** The Contractor agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the CONTRACTOR's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the CONTRACTOR's

Certification/Disclosure Forms, the CONTRACTOR's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (CONTRACTOR/VENDOR) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONTRACTOR, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

25.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

Attachment CC

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

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

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

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



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

Date: February 12, 2018 **Project Number:** RR-16-4275
Project Name: Edens Spur (I-94), Tri-State Tollway (I-294), Roadway and Bridge Reconstruction, M.P. 25.2
 (Tri-State Tollway) to M.P. 30.0 (Edens Expressway)

DELINQUENT DEBT REVIEW
CONTRACTOR/CONSULTANT

Sub-Contractor/Consultant Disclosure

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

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

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

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

Contractor/Consultant: Thomas Engineering Group, LLC

Federal Employment Identification Number (FEIN): XXXXXXXXXX

E-Mail: tomg@thomas-engineering.com

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

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

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
AECOM		303 E. Wacker Drive Suite 1400, Chicago, IL 60601	Construction Inspection	6%
HDR Engineering Inc.		8550 W. Bryn Mawr Avenue Suite 900, Chicago, IL 60631	Construction Inspection	6%
Collins Engineers, Inc.		123 North Wacker Drive Suite 900, Chicago, IL	Construction Inspection	3%
APS Consulting, Inc.		5519 N. Cumberland Avenue Suite 1011, Chicago, IL 60656	Construction Inspection	6%
SE3, LLC		3041 Woodcreek Drive Downers Grove, IL	Construction Inspection	6%
21M Group, LLC		118 South Clinton Street Suite 350, Chicago, IL	Construction Inspection	6%

Material Solutions	[REDACTED]	1040 Bonaventure Drive Elk Grove Village, IL 60007	Construction Inspection	6%
Primera Engineers, Ltd.	[REDACTED]	100 South Wacker Drive Suite 700, Chicago, IL 60606	Construction Inspection	5%
Fuhrmann Engineering, Inc.	[REDACTED]	221 North LaSalle, Suite 1926 Chicago, Illinois 60601	Construction Inspection	5%

Signature: _____

Date: February 12, 2018

Printed Name: Thomas E. Gill, III

**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: Thomas Engineering Group, LLC

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 checked="" type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> C = corporation |
| | <input checked="" type="checkbox"/> P = partnership |

Signature of Authorized Representative: 

Date: April 4, 2018

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 10800

Thomas Engineering Group, LLC

238 South Kenilworth Avenue

Suite 100

Oak Park IL 60302

Information for this business last updated on:

Tuesday, May 18, 2010

Certificate produced on Monday, July 12, 2010 at 5:33 PM



EXHIBIT "1"

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Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Thomas Engineering Group, LLC

System Vendor Number: 20315934

[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	3/19/2018
STATUS	Accepted
BUSINESS NAME	Thomas Engineering Group, LLC
POINT OF CONTACT	Thomas Gill
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	Thomas E. Gill, III	<input type="checkbox"/>
3. ANNUAL SALES/GROSS RECEIPTS	7330056.21	<input type="checkbox"/>
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	12/28/2007	<input type="checkbox"/>
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business in <u>one or more</u> counties. Lake, DuPage, Kane, Cook, Will	<input type="checkbox"/>
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Thomas E. Gill, III	<input type="checkbox"/>
CONTACT PERSON TITLE	President	
CONTACT PERSON PHONE	708-533-1700	
CONTACT PERSON EMAIL	tomg@thomas-engineering.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
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Thomas Engineering Group, LLC


System Vendor Number: 20315934

[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	3/19/2018
STATUS	Accepted
BUSINESS NAME	Thomas Engineering Group, LLC
POINT OF CONTACT	Thomas Gill
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).**Customer Support**

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Vendor Registration: View Form

- General
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- Registrations

Thomas Engineering Group, LLC



System Vendor Number: 20315934


Return to Main Form

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

Show only flagged items.

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	3/19/2018
STATUS	Accepted
BUSINESS NAME	Thomas Engineering Group, LLC
POINT OF CONTACT	<u>Thomas Gill</u>
FLAG FORM	<u>Add Flag</u>

D. Department of Human Rights (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	40 
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 128761-00 

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

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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Thomas Engineering Group, LLC

System Vendor Number: 20315934

[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	3/19/2018
STATUS	Accepted
BUSINESS NAME	Thomas Engineering Group, LLC
POINT OF CONTACT	Thomas Gill
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.

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

Yes

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

Yes

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

Yes

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

Yes

EXHIBIT "1"

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

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.

10800

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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Thomas Engineering Group, LLC

System Vendor Number: 20315934

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Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	3/19/2018
STATUS	Accepted
BUSINESS NAME	Thomas Engineering Group, LLC
POINT OF CONTACT	<u>Thomas Gill</u>
FLAG FORM	Add Flag

H. Iran Disclosure

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

No business operations to disclose.

Additional Information

STAFF ATTACHED FILE(S)

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

IPB Reference #: 22041932 Procurement/Contract #: RR-16-4275

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number that is active and not expired.

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

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

1. Certification of Illinois Procurement Gateway Registration

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

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

IPG Registration #: 20315934 IPG Expiration Date: 04/03/2019

2. Certification Timely to this Solicitation or Contract

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

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

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

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

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

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

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

4. Disclosure of Current and Pending Contracts

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

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

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Tollway	I-294, 95 th to LaGrange	On-Going (sub)	\$320,000	1-17-4296
Illinois Tollway	CUR	On-Going (sub)	\$140,000	RR-17-4293
Illinois Tollway	Mile-Long Bridge	On-Going (sub)	\$354,865	RR-14-4221
Illinois Tollway	I-90 Fox River Bridge	On-Going	\$3,314,332	1-12-4048
Illinois Department of Transportation	Phase I, Various/Various	On-Going	\$2,124,834	P-91-021-13
Illinois Department of Transportation	Phase II, Weber Road; Normantown Road to 135 th Street	On-Going	\$1,726,315	D-91-010-14
Illinois Department of Transportation	Maintenance Contract	On-Going (sub)	\$465,000	C-91-007-14
Illinois Department of Transportation	IL 132 (Grand Ave.) from Munn Rd. to Deerpath Dr.	Pending (sub)	TBD	C-91-236-17
Illinois Department of Transportation	Phase I, Various/Various	Pending	TBD	P-91-003-18
Illinois Department of Transportation	Various Quality Assurance for Aggregate/HMA/PCC and Other Material Inspection Projects	Pending (sub)	TBD	C-91-234-17

5. Signature

As of the date signed below, I certify that:

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

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Thomas Engineering Group, LLC

Phone: 855-533-1700

Street Address: 238 South Kenilworth Avenue

Email: tomg@thomas-engineering.com

City, State, Zip: Oak Park, IL 60302

Vendor Contact: Thomas E. Gill, III

Signature: _____



Date: April 04, 2018

Printed Name: Thomas E. Gill, III

Title: President

Vendor Registration: View

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Thomas Engineering Group, LLC

System Vendor Number: 20315934

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

Show only flagged items.

Vendor Registration	
TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	3/19/2018
STATUS	Accepted
REVIEWER	<u>Caleb Adams</u>
DATE REVIEWED	4/3/2018
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	4/3/2019
FLAG FORM	<u>Add Flag</u>

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

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Thomas Engineering Group, LLC

System Vendor Number: 20315934

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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	3/19/2018
STATUS	Accepted
BUSINESS NAME	Thomas Engineering Group, LLC
POINT OF CONTACT	<u>Thomas Gill</u>
FLAG FORM	<u>Add Flag</u>

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. Y

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? Y

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST Y**Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)**

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? Y

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 Thomas Gill on

IPG Percentage of Ownership and Distributive Income Form_TEG (DOCX)

3/19/2018

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

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 OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1. Y

EXHIBIT "1"

Yes

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

Not applicable - For-Profit Entity

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

No

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

No

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

No

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

No

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

No

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

No

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

No

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

EXHIBIT "1"

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No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

Vendor Name: Thomas Engineering Group, LLC

DBA: Thomas Engineering Group, LLC

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
Thomas E. Gill, III		68%	\$1,084,056	41.46%	\$201,157.27
Gregory A. Benske		21%	\$334,782	32.29%	\$156,670.47
Kevin C. VanDeWoestyne		11%	\$175,362	26.25%	\$127,369.14
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

DESCRIPTIONS (Continued from Page 1)

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

The General and Automobile Liability policies contain a special endorsement with Primary and Noncontributory wording, when required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

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

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

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

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

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

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

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

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

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

COMMERCIAL GENERAL LIABILITY

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

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

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

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

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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

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

Contract Information Sheet

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

Consultant Name: Thomas Engineering Group, LLC

Contract Number: RR-16-4275

Proposal Date: 4/16/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

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

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-16-4275

Consultant: Thomas Engineering Group, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Gregory Benske

Project Engineer: _____

Resident Engineer: Edward Herlihy

Documentation Engineer: Victoria Han

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

**GREGORY
BENSKE**
Project Manager

thomas engineering group, llc



service at the highest grade.®

thomas engineering group, llc

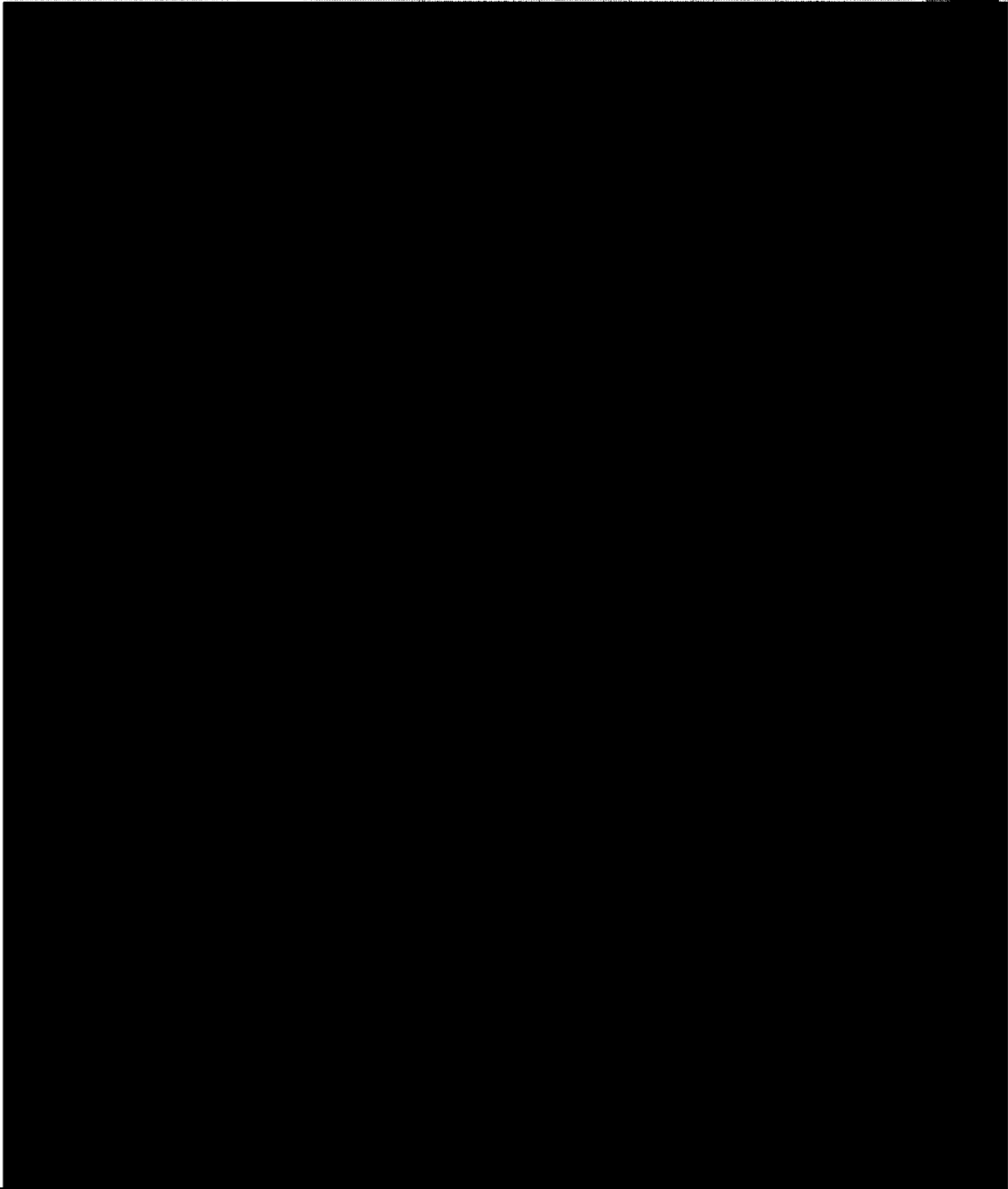


service at the highest grade.®

EDWARD
HERLIHY

PE
Resident Engineer





VICTORIA
HAN

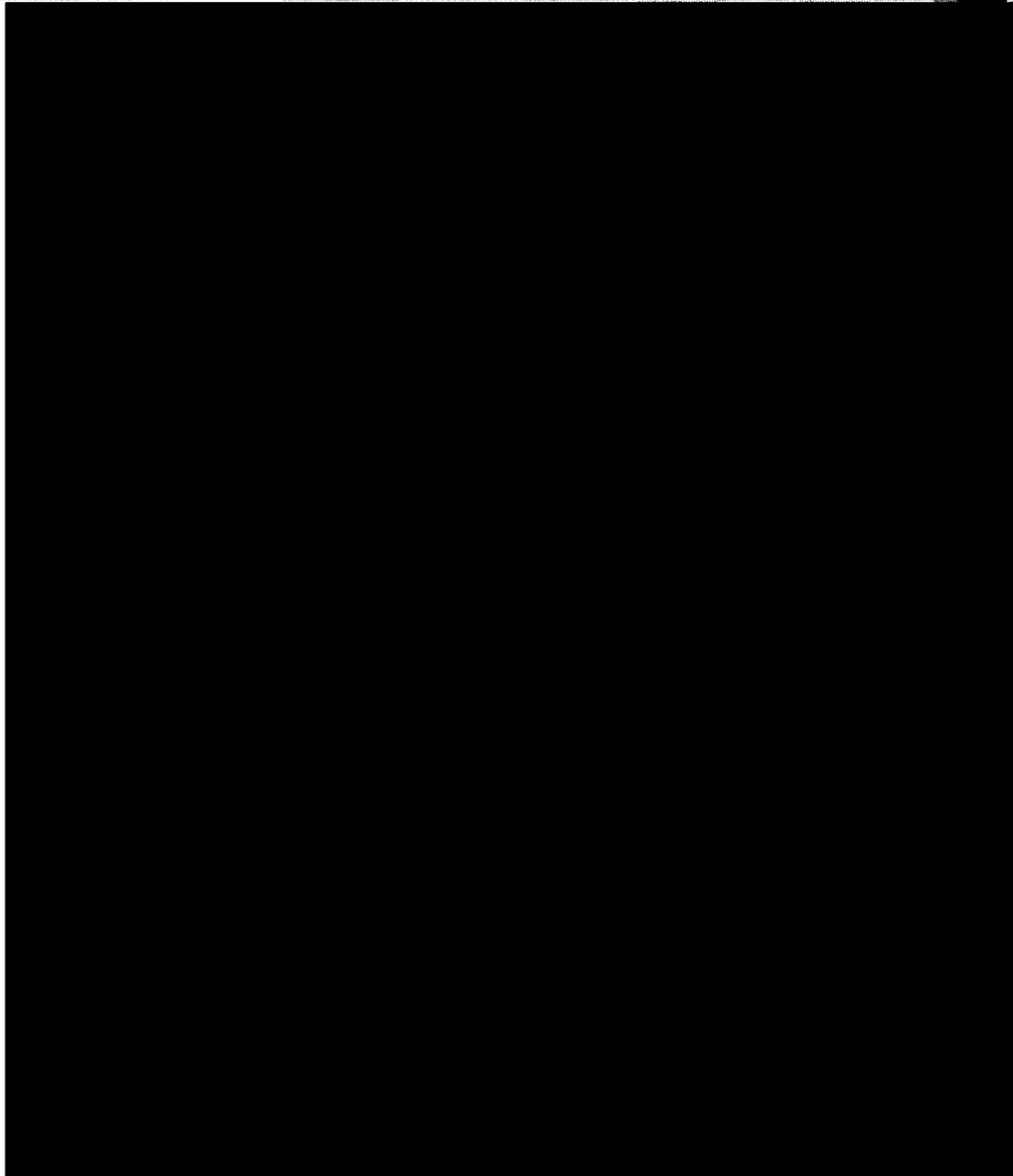
EI

Documentation Technician

thomas engineering group, llc



service at the highest grade.®



thomas engineering group, llc



service at the highest grade.®

Exhibit F

Scope of Work

Edens Spur (I-94), Tri-State Tollway (I-294)

Roadway and Bridge Reconstruction

**M.P. 25.2 (Tri-State Tollway) to M.P.
30.0 (Edens Expressway)**

Contract No. RR-16-4275

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to perform Phase III engineering services for proposed roadway and bridge reconstruction on the Tri-State Tollway, Edens Spur, M.P. 25.2 (Tri-State Tollway) to M.P. 30.0 (Edens Expressway) in Cook County, Illinois. These Phase III engineering services will be required for the following construction contracts:

1. Roadway Rehabilitation and Beam Fabrication, Edens Spur (I-94) from M.P. 26.25 (Plaza 24) to M.P. 26.9
2. Steel Beam Fabrication, Edens Spur (I-94) Bridge Numbers 349 & 350
3. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 26.9 To M.P. 29
4. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 29 To M.P. 30

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

II. CONSTRUCTION MANAGEMENT (CM) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The CM shall furnish services in accordance with the articles contained in the Authority's CM Manual dated March 2018, and all applicable Tollway Criteria, Manuals, and Bulletins.
2. In addition to the requirements listed in the CM Manual, the CM should monitor the Contractor's adherence to the DBE plan, request any changes to the DBE plan in writing from the Contractor, review any Contractor requested changes to the DBE plan, provide a recommendation to the Tollway, monitor the status of DBE documentation and coordinate the approval of such with

B. QUALITY ASSURANCE

1. Construction management services are required to provide materials testing and quality assurance (QA) for the projects denoted above.
2. QA will be in accordance with the Toll Highway Authority (ISTHA) supplemental specifications, applicable contract special provisions, Illinois

Department of Transportation (IDOT) standard specifications and all QC/QA specifications.

3. CM will be responsible for QA plant and jobsite testing of asphalt mixtures, concrete mixtures (except concrete mixtures at a precast facility), recycled concrete aggregates, and recycled asphalt aggregates. The CM is also is also responsible for off-site and job site testing of embankment materials.

C. SCHEDULE REVIEW

1. The CM shall review the qualifications of the Contractor's proposed Scheduler as submitted at the Preconstruction Meeting, and recommend approval or rejection to the Tollway as appropriate.
2. The CM shall review, analyze, and provide comments/recommendations to the Tollway regarding the Contractor's proposed Baseline Schedule, Revised Baseline Schedule (RBS), and Monthly Schedule Updates (MSU) within 5 days of submittal by the Contractor.
3. The CM shall be sufficiently familiar with the Plans to determine that the Contractor's Baseline and MSU reflect the actual developing site conditions, optimize critical path durations, and make the most efficient use of the resources allotted for the Work.
4. It shall be the responsibility of the CM to review the MSU's to verify that progress on the controlling items is maintained. If progress is behind schedule or if a significant number of items are approaching criticality, the CM shall recommend that the Tollway require that a RBS be submitted by the Contractor, pursuant to the Progress Schedule Requirements, Article 108.02 (b).
5. The CM shall monitor construction progress, particularly as it compares to the Contractor's approved Baseline Schedule, RBS, and MSU, as applicable. The CM review of the Contractor's Baseline schedule submission should include review as described in the CM Manual.
6. The CM is required to follow the Construction Schedule Review (CSR) in the Web-based Project Management System to manage the review of all Contractor's schedule submissions including the Baseline, the Revised Baseline Schedule, and the Monthly Schedule Updates.
7. The CM is to follow the Time Extension Request process in the Web-based Project Management System to manage the review and processing of all Contractor time extension requests.

III. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the CM Manual.

IV. ITEMS TO BE FURNISHED TO THE CONSTRUCTION MANAGER

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

1. It shall be the responsibility of the CM to select the applicable reduced record drawings from the Tollway's GIS Site.

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2. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
3. Copies of ISTHA Standard Specifications, Standard Drawings, and ISTHA Design Criteria can be obtained from the Tollway's website.
4. Copy of contract documents for contracts referenced in Section I, above.

PROJECT SCHEDULE

**Contract No. RR-16-4275
Edens Spur (I-94), Tri-State Tollway (I-294)
Roadway and Bridge Reconstruction
M.P. 25.2 (Tri-State Tollway) to M.P. 30.0 (Edens Expressway)**

SCHEDULE

1.	Scope Submittal	April 3, 2018
2.	Scope Meeting	April 9, 2018
3.	Scope Approval	April 13, 2018
4.	Notice to Proceed	May 24, 2018
5.	Construction Start Date	May 24, 2018
6.	Construction Completion	September 2020

The CM Contract has been negotiated based on a 31 month duration beginning on May 24, 2018 and ending on December 31, 2020 which includes 6 weeks of close-out following the Construction End date (Contract I-18-4373 Start Date: 7/5/18, Completion Date 9/20/19; Contract I-18-4374 Start Date: 4/24/19, Completion Date: 9/30/20). Overtime assignments are anticipated for field personnel, but split shifts or second shift duties have not been budgeted in the agreement. The anticipated overtime for field personnel (average overtime of 100 hours/year/classification) includes limited weekend duties and standard night-time assignments for maintenance of traffic stage changes and Contract #I-18-4375 work specified for night work. The Thomas Engineering Group (TEG) Team is providing approximately eight and one half full time equivalent staff for field and office tasks over the duration of the contract. This staffing includes one part-time project manager, one resident engineer, one assistant resident engineer, one part time documentation engineer and one part time inspector (3.5 full time TEG staff total). In addition, our subconsultants (SUB) will provide the following staff: one part time documentation engineer, three inspectors and one part-time inspector (4.0 full time SUB staff). Material testing will be provided by Material Solutions Laboratory equivalent to one materials tester who will act as both Materials Coordinator and inspector (1.0 full time SUB staff). The DSE (Ciorba) will also provide construction duration follow up and requests. The overall construction value of the four contracts is \$79 million as estimated by the Tollway. Bridge work will be the controlling item on the projects with no more than three (3) bridges under construction at the same time.

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Attachment A

Web-based Project Management System

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

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

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

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

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

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- 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 Scanners ⁵	
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 Monochrome Scanner 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.

4/25/2018

EXHIBIT G
Contract No. RR-16-4275
Thomas Engineering Group, LLC
CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Morton Grove-Niles Water Commission	Work Scope: Construction Management Services - Phase III engineering services for proposed transmission main installation in Morton Grove, Niles and Skokie.	\$1,200,000.00	\$1,150,000.00	May-19
Various	Work Scope: Construction Management Services - Phase III engineering services for proposed IDOT landscaping maintenance task orders.	\$440,000.00	\$275,000.00	Dec-20
I-17-4296	Work Scope: Design Section Engineering – consulting work consisting of planning, analyzing, designing roadway infrastructure (bridges, sewers, etc.). Coordinating, communicating and preparing reports for the Tollway. Description: Tri-State Tollway, Roadway Reconstruction 95th Street (Mile Post 17.8) to LaGrange Road (Mile Post 20.7).	\$320,000.00	\$260,000.00	Dec-19
RR-17-4293	System-wide Phase III services as requested. Work to include supervision, on site inspection, review layout of contract including design changes, prepare records, maintain documentation and any other duties required.	\$140,000.00	\$140,000.00	Dec-19
RR-14-4221	Work Scope: Design Section Engineering – consulting work consisting of planning, analyzing, designing roadway infrastructure (bridges, sewers, etc.). Coordinating, communicating and preparing reports for the Tollway. Description: Bridge Rehabilitation/Reconstruction, Tri-State Tollway (I-294) Mile Post 21.5 (Mile Long Bridge) – (HWL Project No. 10688).	\$354,865.00	\$26,083.00	Oct-20
I-12-4048	Work Scope: Construction Management - comprehensive management and consulting work consisting of monitoring construction projects; scheduling, controlling scope of work, cash flow management and conflict resolution. Description: Reconstruction & Widening, Jane Addams Memorial Tollway (I-90) at Mile Post 55.7 (Fox River).	\$3,314,332.00	\$3,314,332.00	Nov-17
P-91-021-13	Work Scope: Phase I engineering services with preparation of various Phase I preliminary engineering and environmental studies throughout District One. Scope may include, but not limited to new Phase I studies for intersections, small highway segments, bridges, and or assisting the District in completing on-going Phase I studies and tasks to be issued in the form of Work Orders. Descriptions: Phase I Various Routes, Various Sections, Various Counties.	\$2,124,834.00	\$527,305.00	Jun-20
Route FAI 55; D-91-010-14	Work Scope: Phase II engineering services with preparation of plans, specs, and cost estimates for the improvements to I-55 (Weber Rd): from Normantown Rd to 135th Street/Romeo Rd. Description: Route FAI 55, Section 2013-052WRS, County Will.	\$1,726,315.00	\$331,230.00	Jun-21
C-91-007-14	Work Scope: Phase III Various Construction Maintenance Projects. Description: Route - Various Various, Section - Various Various, County Various Region One, District One.	\$465,000.00	\$384,780.00	Jun-18
C-91-238-14	Work Scope: Construction services. Description: Stone Ave. Train Station in La Grange	\$157,000.00	\$157,000.00	Dec. 2018
C-91-236-17	Work Scope: Construction services. Description: IL 132 (Grand Ave.) from Munn Rd. to Deerpath Dr.	Pending		

EXHIBIT G
Contract No. RR-16-4275
Thomas Engineering Group, LLC
CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
P-91-003-18	Work Scope: Phase I, Various Various	Pending		
C-91-234-17	Work Scope: Various Quality Assurance for Aggregate/HMA/PCC and Other Material Inspection Projects.	Pending		

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 <u>Material Solutions Laboratory</u></p> <p>Direct Labor \$ 355,493.88</p> <p>Direct Costs \$ 64,490.12</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 419,984.00</p>	<p>6 <u>Primera</u></p> <p>Direct Labor \$ 327,327.00</p> <p>Direct Costs \$ 22,659.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 349,986.00</p>
<p>2 <u>APS Engineering</u></p> <p>Direct Labor \$ 395,276.00</p> <p>Direct Costs \$ 25,000.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 420,276.00</p>	<p>7 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>3 <u>Zim Group</u></p> <p>Direct Labor \$ 377,787.20</p> <p>Direct Costs \$ 42,196.80</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 419,984.00</p>	<p>8 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>4 <u>Fuhrmann Engineering</u></p> <p>Direct Labor \$ 326,166.99</p> <p>Direct Costs \$ 23,660.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 349,826.99</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 <u>SE3</u></p> <p>Direct Labor \$ 389,423.44</p> <p>Direct Costs \$ 30,560.56</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ 419,984.00</p>	<p>10 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 2,380,040.99

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 2,380,040.99

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 34.00%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 34.00%

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1 <u>AECOM</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>326,566.24</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>33,420.76</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>359,987.00</td></tr> </table>	Direct Labor	\$	326,566.24	Direct Costs	\$	33,420.76	Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	359,987.00	<p>6 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td><td></td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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<p>2 <u>HDR</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>331,280.46</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>28,706.54</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>359,987.00</td></tr> </table>	Direct Labor	\$	331,280.46	Direct Costs	\$	28,706.54	Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	359,987.00	<p>7 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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<p>3 <u>Ciorba</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>97,798.40</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>2,194.60</td></tr> <tr><td>Services by Others</td><td>\$</td><td>20,000.00</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>119,993.00</td></tr> </table>	Direct Labor	\$	97,798.40	Direct Costs	\$	2,194.60	Services by Others	\$	20,000.00	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	119,993.00	<p>8 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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<p>4 <u>Collins Engineering (VOSB)</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>195,542.90</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>14,449.10</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>209,992.00</td></tr> </table>	Direct Labor	\$	195,542.90	Direct Costs	\$	14,449.10	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	209,992.00	<p>9 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 1,049,959.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 1,049,959.00

Contract Information Sheet

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

Consultant Name: 2IM Group, LLC

Contract Number: RR-16-4275

Proposal Date: 4/16/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

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

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-16-4275

Consultant: ZIM Group, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-16-4275

2IM Group, LLC

SCOPE OF SERVICES

Perform Phase III engineering services for proposed roadway and bridge reconstruction on the Tri-State Tollway, Edens Spur, M.P. 25.2 (Tri-State Tollway) to M.P. 30.0 (Edens Expressway) in Cook County, Illinois. These Phase III engineering services will be required for the following construction contracts:

1. Roadway Rehabilitation and Beam Fabrication, Edens Spur (I-94) from M.P. 26.25 (Plaza 24) to M.P. 26.9
2. Steel Beam Fabrication, Edens Spur (I-94) Bridge Numbers 349 & 350
3. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 26.9 To M.P. 29
4. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 29 To M.P. 30

Work will include performing the on-site inspection of contract items and erosion sediment control (including measurements and calculations), attending meetings as necessary, field visits, preparing records, documentation and any other duties requiring engineering services to complete this project on a timely basis and in accordance with Tollway specifications.

EXHIBIT G

Contract No. RR-16-4275

2IM Group, LLC

CURRENT OBLIGATIONS FOR PROJECT

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

I-294 St. Charles Road to North Ave.	Phase II Engineering Services	\$1,248,000.00	\$1,219,654.85	Dec-19
DUR - Systemwide	Phase II Engineering Services	\$185,000.00	\$153,363.70	Dec-18
EOWA - West Extension. Phase I	Phase I Engineering Services	TBD	Awaiting NTP	TBD
DUR - Systemwide	Phase II Engineering Services	TBD	Awaiting NTP	TBD
Edens Spur Constructio n Management	Phase III Engineering Services	TBD	Awaiting NTP	TBD
Landscape Service Upon Request	Phase II/III Engineering Services	\$8,000,000.00	Awaiting NTP	Dec-24

Contract No.: RR-16-4275

Consultant: 2IM Group, LLC

EXHIBIT H - SERVICES BY OTHERS

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DBE/MBE/WBE SUBCONSULTANTS

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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOI DBE/MBE/WBE)

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Contract Information Sheet

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

Consultant Name: AECOM Technical Services, Inc.

Contract Number: RR-16-4275

Proposal Date: 4/16/2018

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Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
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Monuments – Permanent	Actual Cost
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Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-16-4275

Consultant: AECOM Technical Services, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-16-4275

AECOM Technical Services, Inc.

SCOPE OF SERVICES

Perform Phase III engineering services for proposed roadway and bridge reconstruction on the Tri-State Tollway, Edens Spur, M.P. 25.2 (Tri-State Tollway) to M.P. 30.0 (Edens Expressway) in Cook County, Illinois. These Phase III engineering services will be required for the following construction contracts:

1. Roadway Rehabilitation and Beam Fabrication, Edens Spur (I-94) from M.P. 26.25 (Plaza 24) to M.P. 26.9
2. Steel Beam Fabrication, Edens Spur (I-94) Bridge Numbers 349 & 350
3. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 26.9 To M.P. 29
4. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 29 To M.P. 30
Work will include performing the on-site inspection (including measurements and calculations), preparing records, documentation and any other duties requiring engineering services to complete this project on a timely basis and in accordance with Tollway specifications.

EXHIBIT G

Contract No. RR-16-4275

AECOM Technical Services, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PSB 16-3	Prime	\$78,086,000.00	\$45,710,000.00	4/30/2023
PSB 12-3	Prime	\$11,849,000.00	\$6,000.00	12/31/2018
PSB 13-4	Subconsultant to Stanley	\$6,734,000.00	\$15,200.00	12/31/2018
PSB 15-2	Subconsultant to Civiltech	\$319,000.00	\$0.00	12/31/2018
PSB 17-4	Subconsultant to Omega	TBD	TBD	
PSB 18-1	Subconsultant to 2iM	TBD	TBD	
PSB 18-1	Subconsultant to Transmart/EJM	TBD	TBD	

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-16-4275

Consultant: APS Consulting, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-16-4275

APS Consulting, Inc.

SCOPE OF SERVICES

Perform Phase III engineering services for proposed roadway and bridge reconstruction on the Tri-State Tollway, Edens Spur, M.P. 25.2 (Tri-State Tollway) to M.P. 30.0 (Edens Expressway) in Cook County, Illinois. These Phase III engineering services will be required for the following construction contracts:

1. Roadway Rehabilitation and Beam Fabrication, Edens Spur (I-94) from M.P. 26.25 (Plaza 24) to M.P. 26.9
 2. Steel Beam Fabrication, Edens Spur (I-94) Bridge Numbers 349 & 350
 3. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 26.9 To M.P. 29
 4. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 29 To M.P. 30
- Work will include performing the on-site inspection (including measurements and calculations), preparing records, documentation and any other duties requiring engineering services to complete this project on a timely basis and in accordance with Tollway specifications.

EXHIBIT G

Contract No. RR-16-4275

APS Consulting, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-16-4252	Construction Support	\$280,000.00	\$200,000.00	12/31/2018
I-17-4680	Construction Support	\$522,000.00	\$522,000.00	6/30/2020

Contract No.: RR-16-4275

Consultant: APS Consulting, Inc.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Ciorba Group, Inc.

Contract Number: RR-16-4275

Proposal Date: 4/16/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

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

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-16-4275

Consultant: Ciorba Group, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-16-4275

Ciorba Group, Inc.

SCOPE OF SERVICES

Perform Phase III engineering services for proposed roadway and bridge reconstruction on the Tri-State Tollway, Edens Spur, M.P. 25.2 (Tri-State Tollway) to M.P. 30.0 (Edens Expressway) in Cook County, Illinois. These Phase III engineering services will be required for the following construction contracts:

1. Roadway Rehabilitation and Beam Fabrication, Edens Spur (I-94) from M.P. 26.25 (Plaza 24) to M.P. 26.9
2. Steel Beam Fabrication, Edens Spur (I-94) Bridge Numbers 349 & 350
3. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 26.9 To M.P. 29
4. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 29 To M.P. 30

Work will include reviewing pertinent design submittals, answering RFI's, attending progress meetings (if requested), providing guidance with and Tollway or contractor design changes, and any other duties requiring engineering services to complete this project on a timely basis and in accordance with Tollway specifications.

EXHIBIT G

Contract No. RR-16-4275

Ciorba Group, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
CDOT	Lake Street Ph II	\$503,700.00	\$405,500.00	12/31/2018
CDOT	Ogden Ave Project on hold Ph I	\$603,000.00	\$50,000.00	TBD
CDOT	DEO Roadway Lighting Ph II*	\$2,717,000.00	\$1,728,000.00	9/1/2020
CDWM	Construction Management Services Ph III**	\$0.00	\$0.00	12/31/2023
ISTHA	PSB 16-1 Item 8 Sub to Primera Ph II	\$793,000.00	\$154,000.00	5/31/2018
ISTHA	PSB 17-3 Sub to Primera Ph III	\$15,000.00	\$15,000.00	10/31/2019
ISTHA	PSB 17-2 Item 7 Edens Spur Reconstruction Ph II	\$4,197,000.00	\$2,871,000.00	4/1/2019
IDOT	153/030 I-80 Ph II	\$2,749,000.00	\$9,000.00	12/31/2018
IDOT	155/026 John Deere Rd Ph II	\$2,794,000.00	\$15,000.00	12/31/2018
IDOT	161/005 Various/Variou Ph I	\$1,800,000.00	\$470,000.00	9/30/2021
IDOT	168/009 Various/Variou Ph I	\$1,440,000.00	\$540,000.00	12/31/2022
IDOT	172/018 Various/Variou Ph I/II	\$750,000.00	\$120,000.00	12/31/2019
	All other public/private work	\$4,400,000.00	\$1,320,000.00	Various

*\$20,000,000 DUR contract, amounts above represent awarded work orders

**\$5,000,000 DUR contract no work orders awarded yet

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

Project No. RR-16-4275

Consultant: Ciorba Group, Inc.

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1 <u>TranSystems Corporation</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>19,756.80</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>243.20</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>20,000.00</td></tr> </table>	Direct Labor	\$	19,756.80	Direct Costs	\$	243.20	Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	20,000.00	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td></td><td></td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor	\$	19,756.80																													
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Total this Subconsultant (ULC)	\$	-																													

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 20,000.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 20,000.00

Contract Information Sheet

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

Consultant Name: TranSystems Corporation

Contract Number: RR-16-4275

Proposal Date: 4/16/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

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

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one
Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to
Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-16-4275

Consultant: TranSystems Corporation

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-16-4275

TranSystems Corporation

SCOPE OF SERVICES

Perform DSE support services for Tri-State Tollway, Edens Spur, M.P. 25.2 (Tri-State Tollway) to M.P. 30.0 (Edens Expressway) in Cook County, Illinois.

Phase III Construction Support Services

ASSUMPTIONS

1. Shop drawing review will be completed for BN 345, 347, 348, 353 and 354.
2. RFI requests will be completed for BN 345, 347, 348, 353 and 354.
3. It is assumed that the shop drawing and RFI reviews will be addressed electronically thru email or E-Builder.

SCOPE - TASK SUMMARY

1. Review the shop drawing submittals for the Precast Precast Concrete Beams.
2. Review the shop drawing submittals for the Mechanically Stabilized Earth Retaining Walls.
3. Review the shop drawing submittals for the Temporary Soil Retention Systems.
4. Review any additional shop drawings as requested for the bridges listed (assume 3 additional).
5. Review and address Requests for Information (RFIs) as requested for the bridges listed.

EXHIBIT G**Contract No. RR-16-4275****TranSystems Corporation****CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Proj	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
P401040089	Quentin Road Phase I	\$1,225,372.06	\$19,581.63	5/31/2018
P401050132	N. Aurora Road RR Underpa	\$699,809.00	\$15,056.29	10/1/2018
P401060092	No Aurora Rd Underpass	\$1,966,526.35	\$1,645,516.51	11/30/2019
P401090043	Old McHenry Rd Ph 2 Downt	\$845,625.82	\$34,586.32	11/30/2018
P401090176	Hart Rd at US Rte 14 Ph 2	\$1,060,405.73	\$22,735.62	12/31/2018
P401090177	Wilson at Nippersink Phas	\$866,585.48	\$20,345.74	12/31/2018
P401090193	North Aurora Road East	\$1,342,673.23	\$1,176,397.08	4/30/2019
P401100065	County Line Road	\$254,909.87	\$5,267.91	6/29/2018
P401100128	LCDOT Program Management	\$2,433,477.00	\$36,615.38	6/30/2018
P401100162	Gross Point Road Phase 2	\$349,790.44	\$218,822.45	12/31/2018
P401100197	Wetland Monitoring	\$70,028.17	\$11,113.36	10/31/2018
P401110012	IDOT PTB 158-01 Central A	\$380,073.00	\$58,881.75	9/30/2018
P401110076	Elgin O'Hare/Western Bypa	\$1,939,985.59	\$159,748.32	6/30/2018
P401110077	IL 53/120 Corridor Planni	\$4,000,000.00	\$807,584.16	9/30/2018
P401110104	IDOT PTB 164-Joliet Bridg	\$161,314.77	\$156,772.06	12/31/2018
P401110111	McHenry Co 5% Loc	\$98,000.00	\$9,700.70	6/30/2018
P401110137	IL120 Corridor at Gilmer	\$1,798,801.63	\$759,890.95	12/31/2018
P401120137	IDOT PTB 163 Circle Ph II	\$16,573,095.00	\$5,305,654.38	6/30/2019
P401130033	NS Kansas City IMF	\$828,017.00	\$43,874.59	12/30/2018
P401130061	Randall Road - Phase II	\$9,099,876.00	\$1,467,451.10	12/31/2019
P401130074	Old Orchard Road Corridor	\$626,662.27	\$62,256.75	12/31/2018
P401130100	IDOT 169-01 Quigg I-290	\$191,030.00	\$92,406.41	12/31/2018
P401130142	IDOT 169-02 ABNA I-290	\$98,522.00	\$11,192.26	9/30/2018
P401130144	Quentin Road Supplement	\$1,784,107.99	\$874,711.87	6/30/2020
P401140026	UPRR Dolton Intm Drainage	\$170,053.00	\$68,129.31	12/31/2018
P401140071	Melrose Park: 15th Avenue	\$192,928.67	\$18,261.54	7/31/2018
P401140088	Central Tri-State Tollway	\$23,374,330.97	\$644,126.68	2/28/2022
P401150013	Kuhn Rd BW Ph 1	\$72,561.17	\$14,677.95	5/31/2018
P401150027	ISTHA DUR I-90 I-14-4196	\$57,647.65	\$12,893.87	6/30/2018
P401150033	East Lies Rd BW Ph 1	\$99,730.18	\$31,085.31	5/31/2018
P401150069	41st Street Pedestrian Br	\$1,691,571.70	\$900,556.26	6/30/2019
P401150090	BNSF Lorenzo Road Intermo	\$1,274,908.00	\$352,952.66	12/31/2018
P401150094	IDOT PTB 179-005 I-90/94	\$3,785,413.00	\$1,585,851.01	1/31/2019
P401150101	Schaumburg: Meacham Road	\$742,135.82	\$244,420.28	12/31/2018
P401150109	CTA: 95th Street Station	\$247,260.00	\$8,490.00	12/31/2018
P401150111	Skokie: Old Orchard Road	\$526,183.83	\$43,935.90	12/31/2018
P401150112	Joliet Intrmodl Lead Trk/	\$925,515.00	\$6,322.80	8/1/2018
P401150113	Illinois Prairie Path - A	\$209,791.66	\$4,165.93	8/31/2018
P401150114	Metra: Bridge Z100 over t	\$247,225.30	\$33,179.37	5/31/2018
P401160003	Will Cty: Channahon-Minoo	\$281,182.62	\$69,601.60	7/31/2018
P401160010	Houbolt Rd at I-80 DDI In	\$1,941,445.35	\$583,337.28	12/31/2018
P401160020	CenterPoint - Houbolt Rd	\$332,326.05	\$1,350.25	6/30/2018
P401160024	PSB 16-1: I-90 Constructi	\$600,000.00	\$50,180.94	12/30/2018
P401160036	Lies LAFO East	\$39,010.00	\$39,010.00	1/18/2019
P401160039	Pratt's Wayne Woods Phase	\$161,882.46	\$29,779.11	6/1/2018
P401160062	Dillon Inland Port - Desi	\$588,588.70	\$87,052.32	5/31/2018
P401160065	Schaumburg: Bike Lockers	\$7,002.54	\$512.67	6/30/2018

EXHIBIT "1"

EXHIBIT G**Contract No. RR-16-4275****TranSystems Corporation****CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Proj	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
P401160066	York Grade Sep Feasibilit	\$29,874.26	\$4,018.36	6/1/2018
P401160067	LPC-5th Auto Track Expans	\$44,388.64	\$17,643.19	12/31/2018
P401160069	Elmhurst: General Enginee	\$10,000.00	\$909.89	11/4/2018
P401160078	I-90/94 at I-290/Watermai	\$223,395.00	\$176,752.19	12/31/2018
P401160084	BNSF 2017 Facility Replac	\$179,164.00	\$29,643.20	12/31/2018
P401160089	CM-LPC-5th Auto Track Exp	\$104,338.36	\$104,338.36	12/31/2018
P401170019	CSX Siding - Dillon	\$138,682.00	\$68,744.31	5/31/2018
P401170022	Washington Street Green I	\$99,985.69	\$27,312.48	7/31/2018
P401170027	PSB 17-2 Edens Spur	\$1,213,637.43	\$617,402.88	12/31/2020
P401170028	Poly USA Industrial Spur-	\$54,700.00	\$14,755.92	11/16/2018
P401170029	Naperville - Naper Blvd R	\$16,997.00	\$6,798.80	6/30/2019
P401170032	BNSF Gateway 2017	\$267,075.00	\$184,417.97	12/31/2018
P401170033	Central Tri-State Design	\$22,500,000.00	\$20,986,427.75	10/31/2024
P401170061	SE3: PSB 17-3 (Systemwide	\$200,000.00	\$200,000.00	3/31/2019
P401170068	Elk Grove: Devon Avenue L	\$30,648.28	\$15,563.63	6/30/2018
P401170069	Professional Services Agr	\$10,000.00	\$9,445.93	7/24/2018
P401170070	Wando Densification	\$344,940.00	\$239,784.38	12/31/2018
P401170082	Schaumburg PM Servies	\$62,870.88	\$55,575.03	9/13/2018
P401170096	WO#1 - Touhy Avenue Utili	\$102,658.10	\$86,904.03	7/13/2018
P401170097	CCDOTH Ph II - WO#3 - Cal	\$102,354.30	\$25,206.01	12/31/2018
P401170106	BNSF Conceptual Intermoda	\$317,174.00	\$177,076.92	12/31/2018
P401170107	IDOT PTB 181 - WO#4 Green	\$12,572.33	\$1,899.98	6/30/2018
P401170108	Dempster-Niles Center-Sko	\$33,076.68	\$27,795.48	10/31/2018
P401170132	South Michigan Avenue Imp	\$140,755.00	\$138,224.32	7/31/2018
P401180002	CCDOTH WO#5 - IL 83 and 1	\$63,954.00	\$59,473.17	8/31/2018
P401180007	BNSF Corwith Yard - Drain	\$221,418.00	\$221,418.00	12/31/2018
P401180008	Touhy Ave Water Main & Sa	\$63,158.00	\$36,220.12	9/12/2018
P401180010	BNSF 2018 Intermodal GEC	\$8,833.00	\$8,833.00	12/31/2018
P401180015	Houbolt Road Water Main	\$65,452.03	\$65,452.03	12/31/2018
P401180019	CSXI 59th Street Bridge P	\$18,915.00	\$18,915.00	3/21/2019
P404150020	Dunham FP Trail Ph II	\$123,842.59	\$121,601.97	12/1/2018
P404160038	Chicago Street Corridor P	\$14,100.00	\$12,420.20	5/30/2018
D404140043	CTA RPM Bid Phase Service	\$331,100.00	\$331,100.00	10/31/2018
P401130056	Hoffman: Shoe Factory Roa	\$83,594.09	\$26,367.90	12/31/2018
P401130105	IDOT PTB 171 - Statewide	\$1,218,051.00	\$278,541.84	7/1/2018
P401150086	Kane County - Dauberman R	\$1,188,751.22	\$169,958.02	5/31/2018
P401160056	IDOT PTB 159 - Various Ph	\$290,032.80	\$99,767.36	12/31/2018
P401170038	I-80 and Torrence Monotub	\$112,084.92	\$7,908.78	11/1/2018
P401170073	Transportation Planning U	\$199,405.87	\$199,405.87	11/1/2018
P404100005	Elgin Bikeway Route 4-MP	\$225,124.00	\$15,403.04	8/31/2018
P404120004	CTA Task Order 6D	\$219,892.00	\$39,092.20	7/31/2018
P404120020	Whitman Interchange	\$456,953.00	\$131,102.35	6/30/2018
P404120034	Arsenal/Manhattan Road Ph	\$1,058,748.00	\$73,721.84	8/31/2018
P404130017	Pace: ART Design	\$881,619.60	\$172,693.84	10/31/2018
P404130033	98th Shop Hoist & Spin Po	\$753,490.00	\$311,632.99	7/31/2018
P404130046	Chicago Tunnel Systems	\$4,745,048.00	\$1,539,466.05	12/31/2018
P404140011	CTA TSP Western-Ashland	\$1,798,222.00	\$124,620.64	3/31/2019

EXHIBIT "1"

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** 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)

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OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

Contract Information Sheet

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

Consultant Name: Collins Engineers Inc.

Contract Number: RR-16-4275

Proposal Date: 4/16/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

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10.01.2013

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Overtime	Premium portion
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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
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Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
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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

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<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
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- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

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Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-16-4275

Consultant: Collins Engineers Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-16-4275

Collins Engineers Inc.

SCOPE OF SERVICES

Perform Phase III engineering services for proposed roadway and bridge reconstruction on the Tri-State Tollway, Edens Spur, M.P. 25.2 (Tri-State Tollway) to M.P. 30.0 (Edens Expressway) in Cook County, Illinois. These Phase III engineering services will be required for the following construction contracts:

1. Roadway Rehabilitation and Beam Fabrication, Edens Spur (I-94) from M.P. 26.25 (Plaza 24) to M.P. 26.9
2. Steel Beam Fabrication, Edens Spur (I-94) Bridge Numbers 349 & 350
3. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 26.9 To M.P. 29
4. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 29 To M.P. 30

Work will include performing the on-site inspection (including measurements and calculations), preparing records, documentation and any other duties requiring engineering services to complete this project on a timely basis and in accordance with Tollway specifications.

EXHIBIT G

Contract No. RR-16-4275

Collins Engineers Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PTB 179/014	IDOT Various Underwater Bridge Insp	\$600,000.00	\$600,000.00	12/31/2020
D-91-115-17	IDOT Various Phase I Design Projects	\$1,000,000.00	\$1,000,000.00	12/31/2019
RR-14-4223	Sub to Kimley-Horn	\$100,000.00	\$20,000.00	2/1/2019
I-17-4675	Sub to STV, Elgin O'Hare Western Access	Pending	Pending	12/31/2020
C-91-171-17	Sub to Gonzalez, IDOT I-90 at I-290	\$212,841.00	\$212,841.00	7/12/2019
P-91-196-17	Sub to Parsons, Phase I Bridge	\$50,000.00	\$50,000.00	12/31/2019
D-60-037-18	Sub to GBA, Sign Inspection	\$96,000.00	\$96,000.00	8/1/2018
P-91-003-18	Sub to Thomas, Various Phase I	\$200,000.00	\$200,000.00	12/1/2019
MO-17-1239	Sub to WHKS, Underwater for ISTHA	\$150,000.00	\$150,000.00	4/1/2020
I-17-4299	Sub to Quigg, Phase II Tri-State EW Connection	\$150,000.00	\$150,000.00	4/1/2020
P-91-7626-10	Sub to Stantec, I-55	\$467,000.00	\$180,000.00	8/31/2018
RR-16-4275	Sub to Ciorba, I-94	\$225,000.00	\$225,000.00	12/1/2019
I-17-4093	Sub to HNTB, PMO	\$3,804,000.00	\$3,804,000.00	12/31/2027
I-17-4326	Sub to Omega, CCM Tri-State Tollway	Pending	Pending	12/31/2027
RR-16-4282	ISTHA Pavement and Structural Preservation and Rehabilitation	\$3,820,586.72	\$3,675,000.00	8/31/2021

Contract No.: RR-16-4275

Consultant: Collins Engineers Inc.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 5%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></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 **		\$	-																		
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: Fuhrmann Engineering, Inc.

Contract Number: RR-16-4275

Proposal Date: 4/16/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

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

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-16-4275

Consultant: Fuhrmann Engineering, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-16-4275

Fuhrmann Engineering, Inc.

SCOPE OF SERVICES

Perform Phase III engineering services for proposed roadway and bridge reconstruction on the Tri-State Tollway, Edens Spur, M.P. 25.2 (Tri-State Tollway) to M.P. 30.0 (Edens Expressway) in Cook County, Illinois. These Phase III engineering services will be required for the following construction contracts:

1. Roadway Rehabilitation and Beam Fabrication, Edens Spur (I-94) from M.P. 26.25 (Plaza 24) to M.P. 26.9
 2. Steel Beam Fabrication, Edens Spur (I-94) Bridge Numbers 349 & 350
 3. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 26.9 To M.P. 29
 4. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 29 To M.P. 30
- Work will include performing the on-site inspection (including measurements and calculations), preparing records, documentation and any other duties requiring engineering services to complete this project on a timely basis and in accordance with Tollway specifications.

EXHIBIT G**Contract No. RR-16-4275****Fuhrmann Engineering, Inc.****CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PTB 170-05	Various Phase I in District 1 - 14-724 Patrick	Pending	Pending	
PTB 170-22	Impact Study - 14-726 TERRA Engineering	159,361.00	98,452.68	Jul-18
PTB 174-11	Construction Inspection District 4 - 15-818 Upchurch	212,731.00	101,151.39	Dec-18
PTB 176-11	Phase I & II Design District 2 - 15-884 HDR	Pending	Pending	
PTB 176-18	Various Various Construction Inspection District 6 - 15-883 Upchurch	100,000.00	81,862.89	Dec-18
PTB 177-09	I-74 Phase I & II Design District 4 - 15-908 Maurer Stutz	Pending	Pending	
PTB 180-13	Local Roads Project Manger in District 4 - 16-999 Thouvenot, Wade & Moerchen	Pending	Pending	
PTB 181-13	Various Phase I & II in District 5 - 16-1030 Bacon Farmer Workman	57,222.49	18,138.88	Dec-18
PTB 182-15	Phase I & II Various Design in District 8 - 17-1080 Horner Shifrin	Pending	Pending	
PSB 17-3 Item 31 RR-17-4312	Phase II Design Reagan Memorial Tollway - 17-1163	930,000.00	75,171.49	May-18
PTB 184-04	Construction Inspection Services I-80 District 1 - 17-1166 Stantec	424,990.07	424,990.07	
PTB 184-21	Construction Inspection Services Various District 4 - 17-1168 Maurer Stutz	Pending	Pending	
PTB 184-33	Phase I & II Various District 9 - 17-1169 ESI Consultants	Pending	Pending	
PSB 17-3 Item 23 I-17-4681	Construction Management Services Elgin O'Hare I-490 IL 19 -17-1181 WIGHT & CO	Pending	Pending	
PTB 185-20	FAI 270 over Mississippi River Phase II District 8 - 17-1213 Horner Shifrin	Pending	Pending	
PTB 185-27	Traffic Data District 2, 4 & 3 - 17-1214 DLZ	Pending	Pending	
PTB 185-29	Traffic Data District 6, 7, 8 & 9 - 17-1215 Terra Engineering	Pending	Pending	
PSB 18-1 Item 6 RR-16-4275	Edens Spur (I-94), Tri-State Tollway (I-294), Roadway and Bridge Recon, M.P. 25.2 to M.P. 30.0 Construction Management	Pending	Pending	
PTB 184-21	Construction Inspection Services Various District 4 - 17-1168 Maurer Stutz	Pending	Pending	
PTB 184-33	Phase I & II Various District 9 - 17-1169 ESI Consultants	Pending	Pending	
PSB 17-3 Item 23 I-17-4681	Construction Management Services Elgin O'Hare I-490 IL 19 -17-1181 WIGHT & CO	Pending	Pending	
PTB 185-20	FAI 270 over Mississippi River Phase II District 8 - 17-1213 Horner Shifrin	Pending	Pending	
PTB 185-27	Traffic Data District 2, 4 & 3 - 17-1214 DLZ	625,000.00	625,000.00	Dec-20

PTB 185-29	Traffic Data District 6, 7, 8 & 9 - 17-1215 Terra Engineering	400,000.00	400,000.00	Dec-20
PSB 18-1 Item 6 RR-16-4275	Edens Spur (I-94), Tri-State Tollway (I-294), Roadway and Bridge Recon, M.P. 25.2 to M.P. 30.0 Construction Management	Pending	Pending	

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

Contract Information Sheet

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

Consultant Name: HDR Engineering, Inc.

Contract Number: RR-16-4275

Proposal Date: 4/16/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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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)
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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
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Parking	Actual Cost
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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
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Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
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- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-16-4275

Consultant: HDR Engineering, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-16-4275

HDR Engineering, Inc.

SCOPE OF SERVICES

Perform Phase III engineering services for proposed roadway and bridge reconstruction on the Tri-State Tollway, Edens Spur, M.P. 25.2 (Tri-State Tollway) to M.P. 30.0 (Edens Expressway) in Cook County, Illinois. These Phase III engineering services will be required for the following construction contracts:

1. Roadway Rehabilitation and Beam Fabrication, Edens Spur (I-94) from M.P. 26.25 (Plaza 24) to M.P. 26.9
2. Steel Beam Fabrication, Edens Spur (I-94) Bridge Numbers 349 & 350
3. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 26.9 to M.P. 29
4. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 29 to M.P. 30

Work will include performing the on-site inspection (including measurements and calculations), preparing records, documentation and any other duties requiring engineering services to complete this project on a timely basis and in accordance with Tollway specifications.

EXHIBIT G

Contract RR-16-4275

(HDR Engineering, Inc.)

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
155-16	IDOT PH I Various Various	\$1,500,000	\$ 45,315	12-19
161-03	IDOT Central Ave @BRC RR	\$2,182,000	\$ 421,000	TBD
167-020	IDOT District 2 Various, Various	\$600,000	\$ 68,000	12-19
176-011	IDOT over the Rock River Ph/II	\$547,617	\$ 465,598	02-18
R-14-4221	ISTHA Mile Long Bridge MP	\$10,619,040	\$ 7,050,000	10-19
I-15-4660	ISTHA Land Acquisition/Surveying	\$3,000,000	\$ 2,415,384	02-24
I-17-4296	ISTHA Tri-State Tollway PH II	\$16,010,435	\$14,100,000	11-22

As a sub:

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
164-003	IDOT Various Various	as needed		
169-011	IDOT Various Various	as needed		
169-016	IDOT PH I for I-290 Bridges	\$218,703	\$42,000	TBD
169-019	IDOT Various Various	as needed		
173-017	IDOT Various Maintenance Contract	as needed		
180-02	IDOT East Ave 55 th to Joliet, PH II	\$189,163	\$64,000	05-19
180-05	IDOT Various Various	as needed		
181-04	IDOT PH II Various Various	as needed		
182-19	IDOT Comprehensive Rest Area Sty	\$235,546	\$160,000	06-18
I-14-4646	ISTHA – Land Acquisition/Surveying Upon Request	\$750,019	\$517,000	06-20
RR-17-4292	ISTHA Systemwide Maint. Facilities, PHIII	\$148,965.	\$130,000	10-18

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
----------------------------	--	--	-----------------------------------	-------------------------------------

Non-Tollway and IDOT Obligations

City of Chicago

	Pershing Road	\$1,330,327	\$50,000	06-18
Others	CDI –Eastside Highway	\$3,914,000	\$118,000	06-18

Contract No.: RR-16-4275

Consultant: HDR Engineering, Inc.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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	Direct Costs	_____			Direct Costs	\$ _____	-
	Services by Others	_____			Services by Others	\$ _____	-
	Additional Services **	_____			Additional Services **	\$ _____	-
	Total this Subconsultant (ULC)	\$ _____	-		Total this Subconsultant (ULC)	\$ _____	-
2				7			
	Direct Labor	_____			Direct Labor	\$ _____	-
	Direct Costs	_____			Direct Costs	\$ _____	-
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3				8			
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- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-16-4275

Consultant: Material Solutions Laboratory Corporation

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Zach L. Barrie

Classification: Materials Coordinator, Materials QA Technician

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Material Solutions Laboratory Corporation



Zach L. Barrie

Role
Materials Coordinator/QA Tech.

EXHIBIT F

Contract No. RR-16-4275

Material Solutions Laboratory Corporation

SCOPE OF SERVICES

Sub-consultant support of Construction Manager Services following selection from PSB 18-1, Item 06 shall be provided, as required, for all items of work included in the Contract Requirements for the above Construction Contract and will conform with the Illinois State Toll Highway Authority's Construction Manager's Manual, dated March 2013, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include the responsibility for administration of the referenced Construction Contract in accordance with the applicable Construction Manager's Manual; responsible for all on-site and off-site material testing; document all activities pertaining to the execution of the work; prepare all reports and other required documents; submit all project records, documents and the project close-out records properly indexed and cross-referenced in a manner which can be easily reviewed by the TOLLWAY at the same time the final pay estimate is submitted; and carry out the policies of the TOLLWAY.

EXHIBIT G

Contract No. RR-16-4275

Material Solutions Laboratory Corporation

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PSB 14-2/04	QA Materials Testing	\$143,312.00	\$35,000.00	11/1/2018
PSB 16-1/02	QA Materials Testing	\$150,000.00	\$70,000.00	12/1/2018
PSB 17-2/15	QA Materials Testing	\$60,000.00	\$60,000.00	1/1/2020
PSB 17-3/18	QA Materials Testing	\$421,766.00	\$400,000.00	1/1/2020
PSB 17-3/21	QA Materials Testing	\$432,027.00	\$432,027.00	10/1/2020
PSB 18-1/06	QA Materials Testing	\$419,984.00	\$419,984.00	1/1/2020
PSB 18-1/07	QA Materials Testing	\$300,000.00	\$300,000.00	1/1/2020
PSB 18-1/11	QA Materials Testing	\$150,000.00	\$150,000.00	1/1/2020
PSB 18-1/12	QA Materials Testing	\$122,000.00	\$122,000.00	1/1/2020
PSB 18-1/14	QA Materials Testing	\$70,000.00	\$70,000.00	1/1/2020
PTB 173-07	QA Materials Testing	\$240,002.00	\$103,000.00	12/1/2018
PTB 176-09	QA Materials Testing	\$170,000.00	\$65,198.00	6/1/2018
PTB 178-09	QA Materials Testing	\$144,351.00	\$144,351.00	12/1/2018
PTB 179-09	QA Materials Testing	\$154,700.00	\$122,692.00	12/1/2018
PTB 180-10	QA Materials Testing	\$81,500.00	\$81,500.00	11/1/2018
PTB 181-02	QA Materials Testing	\$225,000.00	\$118,500.00	12/1/2018
PTB 182-05	QA Materials Testing	\$175,000.00	\$166,000.00	12/1/2018
PTB 183-01	QA Materials Testing	\$301,071.00	\$301,071.00	12/1/2018
PTB 183-05	QA Materials Testing	\$149,948.00	\$149,948.00	12/1/2018
PTB 184-04	QA Materials Testing	\$241,013.00	\$241,013.00	12/1/2018
PTB 184-12	QA Materials Testing	\$900,000.00	\$900,000.00	12/1/2018
PTB 184-14	QA Materials Testing	\$175,000.00	\$175,000.00	12/1/2018

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>2 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>7 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<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-B, D-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Primera Engineers, Ltd.

Contract Number: RR-16-4275

Proposal Date: 4/16/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

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

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one
Day to travel to and from job site

Weekly (hotel) - Number of days on job site plus one day to
Travel to and from job site per week.

Shift Differential Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-16-4275

Consultant: Primera Engineers, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-16-4275

Primera Engineers, Ltd.

SCOPE OF SERVICES

Perform Phase III engineering services for proposed roadway and bridge reconstruction on the Tri-State Tollway, Edens Spur, M.P. 25.2 (Tri-State Tollway) to M.P. 30.0 (Edens Expressway) in Cook County, Illinois. These Phase III engineering services will be required for the following construction contracts:

1. Roadway Rehabilitation and Beam Fabrication, Edens Spur (I-94) from M.P. 26.25 (Plaza 24) to M.P. 26.9
2. Steel Beam Fabrication, Edens Spur (I-94) Bridge Numbers 349 & 350
3. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 26.9 To M.P. 29
4. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 29 To M.P. 30
Work will include performing the on-site inspection (including measurements and calculations), preparing records, documentation and any other duties requiring engineering services to complete this project on a timely basis and in accordance with Tollway specifications.

EXHIBIT G

Contract No. RR-16-4275

Primera Engineers, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
IL 22	IDOT Phase II Roadway Reconstruction & Widening (Quentin Rd. to IL 83)	\$3,146,948.00	\$250,000.00	12/1/2018
IL 120	IDOT Phase II Roadway and Bridge Rehabilitation	\$670,278.00	\$3,000.00	12/1/2018
Various	IDOT D1 Bike and Ped Feasibility Study	\$579,316.00	\$1,000.00	12/1/2017
Various	IDOT Various Construction Inspection	\$1,000,000.00	\$4,000.00	6/1/2018
RR-13-4151	Tollway Systemwide DUR (sub to EJM)	\$2,210,000.00	\$150,000.00	12/1/2018
I-11-4014	Tollway Elgin-O'Hare Program Mananagement (Sub to Ch2M Hill)	\$4,918,820.00	\$840,000.00	12/1/2019
RR-16-4255	Tollway I-355 Roadway and Bridge Rehabilitation Phase II Engineering, MP 12.3 (I-55) to MP 22.3 (Butterfield Road)	\$9,253,293.00	\$2,300,000.00	12/1/2019
I-17-4300	Tri-State Tollway, Roadway Reconstruction, Roosevelt Road (M.P. 30.5) to St. Charles Road (M.P. 32.3)	\$3,087,141.00	\$3,087,141.00	12/1/2022
Various	Cook County Department of Transportation and Highways, Various Phase II Design Engineering	\$2,500,000.00	\$2,500,000.00	12/1/2020

Contract No.: RR-16-4275

Consultant: Primera Engineers, Ltd.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%; border-bottom: 1px solid black;"></td> <td style="width: 10%;"></td> <td style="width: 5%;"></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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Direct Costs																					
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Direct Labor																					
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Direct Labor	\$ -																				
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Direct Labor	\$ -																				
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** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: SE3, LLC

Contract Number: RR-16-4275

Proposal Date: 4/16/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

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

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to Travel to and from job site per week.

Shift Differential Actual Cost based on firm policy

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

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-16-4275

Consultant: SE3, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-16-4275

SE3, LLC

SCOPE OF SERVICES

Perform Phase III engineering services for proposed roadway and bridge reconstruction on the Tri-State Tollway, Edens Spur, M.P. 25.2 (Tri-State Tollway) to M.P. 30.0 (Edens Expressway) in Cook County, Illinois. These Phase III engineering services will be required for the following construction contracts:

1. Roadway Rehabilitation and Beam Fabrication, Edens Spur (I-94) from M.P. 26.25 (Plaza 24) to M.P. 26.9
2. Steel Beam Fabrication, Edens Spur (I-94) Bridge Numbers 349 & 350
3. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 26.9 To M.P. 29
4. Roadway and Bridge Reconstruction, Edens Spur, Tri-State Tollway (I-94), M.P. 29 To M.P. 30

Work will include performing the on-site inspection (including measurements and calculations), preparing records, documentation and any other duties requiring engineering services to complete this project on a timely basis and in accordance with Tollway specifications.

EXHIBIT G

Contract No. RR-16-4275

SE3, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PTB 159/11	US 45 from IL 132 to Washington St.	\$80,346.25	\$80,346.25	7/31/19
P-91-346-15	Phase I Various Geometrics Program Management	\$205,811.16	\$36,688.97	5/31/19
RR-16-4265	Central Tri-State, DCM Contract	\$13,119,799.56	\$12,135,293.91	4/1/23
D-91-008-14	IL 47 from Charles Road to North of IL Route 120, Phase II	TBD	TBD	TBD
D-91-199-16	Various-Variou	TBD	TBD	TBD
MO-17-1238	SW PRMS	\$161,000.00	\$161,000.00	TBD
P-92-017-10	I-280 over the Mississippi River near Milan, Phase I/II	TBD	TBD	TBD
P-91-119-14	Various/ Various Phase 1	\$103,566.18	\$13,425.02	8/27/19
RR-16-9189	ISTHA PSB 16-1 CUR	\$248,000.00	\$36,133.92	12/30/18
RR-13-4117	Reagan Memorial East West Connector CM	\$213,000.00	\$213,000.00	5/31/19
I-17-4304	ISTHA I-294 DUR	\$400,000.00	\$400,000.00	10/31/22
I-17-4308	ISTHA I-294 ITS & Light Install, 95th St to Balmoral	\$250,346.17	\$250,181.14	12/31/22
I-17-4315	ISTHA I-294 CUR	\$250,000.00	\$250,000.00	9/31/22
I-17-4674	EOWA Westbound Collector Distributor Rd Phase II	\$224,250.00	\$222,703.40	11/3/19
RR-16-4276	Systemwide Design Services Upon Request Phase II	\$100,000.00	\$93,807.97	5/31/19
I-11-4013	PMO	\$62,057.50	\$7,090.45	3/31/18
I-17-4296	ISTHA I-294 Recon, 95th St. to LaGarange RD	\$450,796.11	\$425,959.66	11/30/22
C-93-006-18	Const. Inspection for US 34	\$243,414.00	\$243,414.00	9/30/20
D-91-434-12	Master Agreement	\$400,000.00	\$21,637.07	3/31/19
D-91-466-14	PTB 173/12 Various Traffic Signal Design	\$600,000.00	\$548,142.69	12/31/20
RR-17-4293	SW CUR	\$2,000,000.00	\$1,971,821.58	12/31/21
I-15-4654	ISTHA PSB15-2 - EOWA	\$325,000.00	\$11.39	2/30/19
I-17-4675	EOWA Eastbound Collector Distributor Rd Phase II	\$92,500.00	\$92,500.00	12/31/19
PTB 164/4	US 45 (Milburn Bypass)Phase II	\$263,568.25	\$11,166.74	12/3/17
RR-13-4116	I-88, Reconstruction, York to I-290	\$297,429.43	\$11,381.57	9/30/17

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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