

02/22/18

6.3/11

RESOLUTION NO. 21493

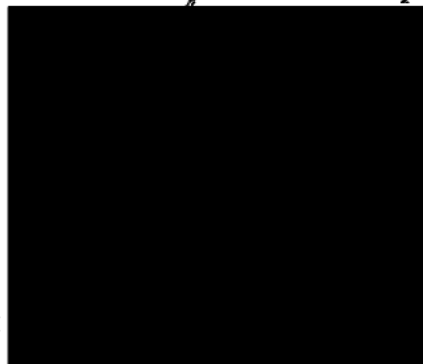
**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Aerial Mapping Services Systemwide on Contract No. RR-16-9196. Quantum Spatial, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$1,500,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an agreement with Quantum Spatial, Inc., to obtain Aerial Mapping Services, for Contract No. RR-16-9196 with an upper limit of compensation not to exceed \$1,500,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

**1.4.28 Item 28. RR-16-9196, Aerial Mapping Services Upon Request- Systemwide**

This project has a 10% D/M/WBE participation goal and 1% VOS/SDVOSBE participation goal.

Due to the expertise of this work, the multiplier will be based upon current overhead rate and negotiated during contract negotiations.

Engineering services are required to provide aerial mapping services and aerial photogrammetry services on an upon request basis for the Tollway. The Tollway will consider the use of alternate methods, such as drones, for obtaining aerial survey information. This project is subject to available funding. These services may be required for, but not limited to, the following areas:

<u>Route</u>	<u>Description</u>	<u>Approximate Length</u>
EOWA	Prepare "as built" surveys for I-390.	12 miles
I-90	Prepare "as built" surveys from Kennedy Expressway to Rockford.	62 miles
I-88	Prepare "as built" surveys from IL Route 56 to Ill Route 59.	14 miles
I-355	Prepare "as built" surveys from I-55 to 75th Street, IL Route 56 Collector Distributor Road, and North Avenue to Army Trail Road.	12 miles

Other areas will be identified at a later date.

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

**Special Services (Aerial Mapping and LiDAR)**

Schedule: This project is scheduled to start in 2017.

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.

Contract: RR-16-9196

Prime: Quantum Spatial, Inc.

## **Key Personnel**

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

RR-16-9196.

**Exhibit A – Proposed Staff  
PSB 17-3**

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

Project Manager (Items 1–15, 17–27 & 30–33)			
Name:	Miles Strain, RPP, CP, Program Manager		
Firm:	Quantum Spatial		
Category:	ASPRS Certified Photogrammetrist #R1120, 1998 Registered Professional Photogrammetrist: OR #80724RPP, 2008		
License #:	See above		
Year Registered:	See above	State:	See above
Office Address:	N 6216 Resource Drive		
City:	Sheboygan Falls	State:	WI

Project Manager (Item 29)			
Name:	N/A		
Firm:			
Category:	IL Licensed Professional Engineer, Experience: Infrastructure/Pavement		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Engineer (Items 1–15 & 30–33)			
Name:	Mark Meade, PE, PLS, CP, Project Engineer & Technology Manager		
Firm:	Quantum Spatial		
Category:	ASPRS Certified Photogrammetrist #R1050, 1997 Professional Surveyor & Mapper: FL #LS7109, 2016 Professional Engineer: IL (pursuing) 2017, CT #PEN.0032141, 2017; KY #15056, 1987; MO #2017006952, 2017; NE #E14837, 2013; WV #10505, 1988 Land Surveyor: GA #2750, 1997 Professional Land Surveyor: ID #R16949, 2016; KY #2970, 1989; UT #9874695- 2201, 2016; WA #54019, 2016; WV #1139, 1995 Photogrammetric Surveyor: SC #24536, 2005		
License #:	See above		
Year Registered:	See above	State:	See

Roadway Engineer (Items 1–9, 14, 15, 23, 30–33)			
Name:	N/A		
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	



			above
Office Address:	523 Wellington Way		
City:	Lexington	State:	KY

Office Address:			
City:		State:	

<b>Structural Engineer</b> <b>(Items 1-11, 23, 30-33)</b>			
Name:	N/A		
Firm:			
Category:	IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Roadway QC/QA</b> <b>(Items 1-15 &amp; 31-33)</b>			
Name:	N/A		
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Structures QC/QA</b> <b>(Items 1-15 &amp; 31-33)</b>			
Name:	N/A		
Firm:			
Category:	IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Electrical Engineer</b> <b>(Items 12 &amp; 13)</b>			
Name:	N/A		
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

## Exhibit A – Proposed Staff PSB 17-3, continued

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

<b>Mechanical Engineer (Items 12 &amp; 13)</b>			
Name:	N/A		
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Resident Engineer (Items 17–27)</b>			
Name:	N/A		
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Materials Coordinator (Items 17–27)</b>			
Name:	N/A		
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Document Technician (Items 17–27)</b>			
Name:	N/A		
Firm:			
Category:	Documentation Certification Number- IDOT class S-14		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Materials QA Technician (Items 17–27)</b>			
Name:	N/A		
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Geotechnical Lead (Item 16)</b>			
Name:	N/A		
Firm:			
Category:	IL Licensed Structural Engineer, or other qualified professional with 5 years' experience.		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Field Drilling Supervisor (Item 16)</b>			
Name:	N/A		
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Robert Vander Meer, Principal-in-Charge		
Firm:	Quantum Spatial		
Category:			
License #:			
Year Registered:		State:	
Office Address:	N 6216 Resource Drive		
City:	Sheboygan Falls	State:	WI

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Bill Walker, Account Manager		

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Clay Smith, PLS, CP, Production & QA/QC		

Firm:	Quantum Spatial		
Category:			
License #:			
Year Registered:		State:	
Office Address:	N 6216 Resource Drive		
City:	Sheboygan Falls	State:	WI

Firm:	Quantum Spatial		
Category:	ASPRS Certified Photogrammetrist #R939, 1994 Professional Land Surveyor: NC #L-4078, 1999 Photogrammetric Surveyor: SC #24313, 2005 Land Surveyor Photogrammetrist: VA #408000186, 2010		
License #:	See above		
Year Registered:	See above	State:	See above
Office Address:			
City:	Lexington	State:	KY

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Jonathon Wittman, Acquisition Manager		
Firm:	Quantum Spatial		
Category:	Certified Pilot Certified Flight Instructor		
License #:	N/A		
Year Registered:	N/A	State:	N/A
Office Address:	N 6216 Resource Drive		
City:	Sheboygan Falls	State:	WI

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Bradley Muecke, Acquisition Coordinator		
Firm:	Quantum Spatial		
Category:			
License #:			
Year Registered:		State:	
Office Address:	523 Wellington Way		
City:	Lexington	State:	KY

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Thomas Phelps, Lead Sensor Operator		
Firm:	Quantum Spatial		
Category:	Certified Pilot Certified Flight Instructor		
License #:	N/A		
Year Registered:	N/A	State:	N/A

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Nick Fusco, PLS, PSM, Survey Lead		
Firm:	Quantum Spatial		
Category:	Professional Land Surveyor: AL #26957-S, 2005; AZ #24516, 1990; LA #5003, 2009; MD #10774, 1984; MS #3135, 2009; NJ #27711, 1981; NM #12442, 1994; NY #49593, 1984; OH #6851, 1982; PA #SU027894E, 1978; WV #726, 1981 Professional Surveyor & Mapper: FL #LS6452, 2004 Land Surveyor Photogrammetrist: VA #408000016, 2009		
License #:	See above		
Year Registered:	See above	State:	See above

Office Address:	N 6216 Resource Drive		
City:	Sheboygan Falls	State:	WI

City:	St. Petersburg	State:	FL
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<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Dennis Frederick, PLS, Geomatics Lead		
Firm:	Quantum Spatial		
Category:	Professional Land Surveyor: WI #2810-8, 2007		
License #:	See above		
Year Registered:	See above	State:	See above
Office Address:	N 6216 Resource Drive		
City:	Sheboygan Falls	State:	WI

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Bryan Deslauriers, CP, Photogrammetric Compilation Lead		
Firm:	Quantum Spatial		
Category:	ASPRS Certified Photogrammetrist #1533, 2012		
License #:	See above		
Year Registered:	See above	State:	See above
Office Address:	10033 MLK Street N, Suite 200		
City:	St. Petersburg	State:	FL

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Mitchel TenDolle, Graphics/Finishing Specialist		
Firm:	Quantum Spatial		
Category:			
License #:			
Year Registered:		State:	
Office Address:	N 6216 Resource Drive		
City:	Sheboygan Falls	State:	WI

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Greg Bahr, Graphics/Finishing Specialist		
Firm:	Quantum Spatial		
Category:			
License #:			
Year Registered:		State:	
Office Address:	N 6216 Resource Drive		
City:	Sheboygan Falls	State:	WI

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Adam Pike, LiDAR Lead		
Firm:	Quantum Spatial		
Category:			
License #:			
Year Registered:		State:	
Office Address:	523 Wellington Way		
City:	Lexington	State:	KY

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Andrew Moody, LiDAR Specialist		
Firm:	Quantum Spatial		
Category:			
License #:			
Year Registered:		State:	
Office Address:	523 Wellington Way		
City:	Lexington	State:	KY

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Doug Logan, PLS, CP, Imaging Lead		
Firm:	Quantum Spatial		
Category:	ASPRS Certified Photogrammetrist #R1039, 1997		

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Lonnie Juergens, Digital Orthoimagery Specialist		
Firm:	Quantum Spatial		
Category:			

	Professional Land Surveyor: NC #L-4085, 1999 Photogrammetric Surveyor: SC #24078, 2005 Land Surveyor Photogrammetrist: VA #408000123, 2010		
License #:	See above		
Year Registered:	See above	State:	See above
Office Address:	523 Wellington Way		
City:	Lexington	State:	KY

License #:			
Year Registered:		State:	
Office Address:	523 Wellington Way		
City:	Lexington	State:	KY

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Mark Woods, PLS, Project Manager		
Firm:	American Surveying & Engineering		
Category:	Professional Land Surveyor: Illinois #0350002958, 1991		
License #:	See above		
Year Registered:	See above	State:	See above
Office Address:	150 N Wacker Drive, Suite 2650		
City:	Chicago	State:	IL

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Thomas Sanderson, PE, Subconsultant Project Engineer		
Firm:	American Surveying & Engineering		
Category:	Professional Engineer: Illinois #062054022, 2000; IN #PE10606627, 2006; IA #19679, 2010		
License #:	See above		
Year Registered:	See above	State:	See above
Office Address:	150 N Wacker Drive, Suite 2650		
City:	Chicago	State:	IL

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	John Dybas, PLS, LiDAR Lead		
Firm:	American Surveying & Engineering		
Category:	Professional Land Surveyor: Illinois #035003097, 1994		
License #:	See above		
Year Registered:	See above	State:	See above
Office Address:	150 N Wacker Drive, Suite 2650		
City:	Chicago	State:	IL

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Kristopher McAllister, LSIT, Crew Chief		
Firm:	American Surveying & Engineering		
Category:	Land Surveyor in Training: Illinois # 028001514, 2011		
License #:	See above		
Year Registered:	See above	State:	See above
Office Address:	150 N Wacker Drive, Suite 2650		
City:	Chicago	State:	IL

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Claire Kiedrowski, CP, PS, RPP, PSM, SP, Project Manager		
Firm:	KAPPA Mapping		
Category:	ASPRS Certified		

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Bruce Berry, CP, Production Manager		
Firm:	KAPPA Mapping		
Category:	ASPRS Certified		

	Photogrammetrist #1244, 2005 Photogrammetric Surveyor: South Carolina #24160, 2005 Registered Professional: Oregon #80731, 2008 Professional Surveyor & Mapper: Florida #6723, 2009 Surveyor Photogrammetrist: Virginia #0408000111, 2010		
License #:	See above		
Year Registered:	See above	State:	See above
Office Address:	6 State Street, Suite 301		
City:	Bangor	State:	ME

	Photogrammetrist #1244, 1995		
License #:	See above		
Year Registered:	See above	State:	See above
Office Address:			
City:	Bangor	State:	ME

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Jeremy Whittemore, Sterocompilation Manager		
Firm:	KAPPA Mapping		
Category:			
License #:			
Year Registered:		State:	
Office Address:	6 State Street, Suite 301		
City:	Bangor	State:	ME

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Jeffrey Day, PLS, Survey Manager		
Firm:	Lin Engineering		
Category:	Professional Land Surveyor: Illinois #035-003544, 2003		
License #:	See above		
Year Registered:	See above	State:	See above
Office Address:	3261 South Meadowbrook Road, Suite 500		
City:	Springfield	State:	IL

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Fred Lin, PE, Subconsultant Project Engineer		
Firm:	Lin Engineering		
Category:	Professional Engineer: Illinois #062-056704, 2003; IA #18523, 2007		
License #:	See above		
Year Registered:	See above	State:	See above
Office Address:	3261 South Meadowbrook Road, Suite 500		
City:	Springfield	State:	IL

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Aaron Peterson, PLS, Field Crew Chief		
Firm:	Lin Engineering		
Category:	Professional Land Surveyor: Illinois #035-003965, 2017 Documentation of Contract Quantities, Certification No. 16-11554, 2016		
License #:	See above		
Year Registered:	See above	State:	See above
Office Address:	3261 South Meadowbrook Road, Suite 500		
City:	Springfield	State:	IL

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Duane Weiss, PLS, Professional Land Surveyor		
Firm:	Lin Engineering		
Category:	Professional Land Surveyor:		

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	George Woods, PLS, Professional Land Surveyor		
Firm:	Lin Engineering		
Category:	Professional Land Surveyor:		

	Illinois #035-002142, 1973		
License #:	See above		
Year Registered:	See above	State:	See above
Office Address:	3261 South Meadowbrook Road, Suite 500		
City:	Springfield	State:	IL

	Illinois #035-003015, 1992 Documentation #04-0348 – Feb. 2004		
License #:	See above		
Year Registered:	See above	State:	See above
Office Address:	3261 South Meadowbrook Road, Suite 500		
City:	Springfield	State:	IL

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Peter Menet, Project Manager/Pilot		
Firm:	Menet Aero		
Category:			
License #:			
Year Registered:		State:	
Office Address:	517 E Otjen Street		
City:	Milwaukee	State:	WI

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Joe Hupy, PhD, Geospatial Advisory		
Firm:	Menet Aero		
Category:			
License #:			
Year Registered:		State:	
Office Address:	517 E Otjen Street		
City:	Milwaukee	State:	WI

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Kurt Horton, PE, Subconsultant Project Engineer		
Firm:	Michael Baker International		
Category:	Professional Engineer: Illinois #062058729, 2006		
License #:	See above		
Year Registered:	See above	State:	See above
Office Address:	200 West Adams Street, Suite 2800		
City:	Chicago	State:	IL

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Aaron Morris, GISP, QA/QC Manager		
Firm:	Michael Baker International		
Category:	Certified GIS Professional #59772, 2008		
License #:	See above		
Year Registered:	See above	State:	See above
Office Address:	310 New Pointe Drive		
City:	Ridgeland	State:	MS

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Srinivasan Dharmapuri, PhD, CP, GISP, PMP, Task Manager / LiDAR Scientist		
Firm:	Michael Baker International		
Category:	Certified GIS Professional #43865, 2009 Certified Photogrammetrist #R1347, 2008 Project Management Professional (PMP) #1333949, 2010		
License #:	See above		
Year Registered:	See above	State:	See above
Office Address:	100 Airside Drive		

<b>Required Prequalification Category** Aerial Mapping Services #28</b>			
Name:	Mark Anderson, LiDAR Production Lead		
Firm:	Michael Baker International		
Category:			
License #:			
Year Registered:		State:	
Office Address:	100 Airside Drive		

City:	Moon Township	State:	PA
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City:	Moon Township	State:	PA
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\*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



# PSB 17-3 SO1 Project Team: Prime and Sub-Consultant REQUIRED INFORMATION

Item # 28 RR-16-9196 Aerial Mapping Services Upon Request - Systemwide. Aerial Mapping 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/W/BE Yes / No	Does Proposed Consultant Mentor Protégé Proposal Yes / No	Percentage Commitment of D/M/W/BE 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
Quantum Spatial, Inc.	[REDACTED]	Bill Walker	800-558-6707	Bwalker@quantumspatial.com	No	Yes	21.00%	2.00%	Miles Strain	Mark Meade	\$ 1,500,000	\$ 288,917	\$ 1,625,000	\$ 1,272,505	\$ N/A	\$ N/A
<p><b>Sub-Consultant Information</b></p> <p>For Each Sub-Consultant Enter Prime Consultant Firm Name</p> <p>Sub-Consultant Firm Name</p> <p>FEIN Number</p> <p>Provide "1" Project Manager for Sub-Consultant</p> <p>Role (brief) of Sub-Consultant</p> <p>Contact Phone Number (1)</p> <p>Contact Email (1)</p> <p>Percentage (%) of work to be performed by Sub-Consultant</p> <p>IL UCP, City of Chgo or N/A</p> <p>City of Chicago, Cook County or N/A</p> <p>City of Chicago, Cook County or N/A</p> <p>Yes or No</p> <p>SBA 8(a)</p> <p>Yes or No</p> <p>VOSB / SDVOSB</p> <p>Ethnicity</p> <p>Gender</p> <p>Choose from the dropdown menu below</p> <p>Male or Female</p> <p>Yes or No</p> <p>M/P</p>																
Quantum Spatial, Inc	Quantum Spatial, Inc	Mark Woods	312-277-2000	c.fids@americansun.com	No	No	7.00%	IL UCP	City of Chicago	City of Chicago	No	No	Hispanic	Male	No	No
Quantum Spatial, Inc	Quantum Spatial, Inc	Claire Kiedrowski	207-942-5200	claire@kappamap.com	No	No	7.00%	IL UCP	N/A	N/A	No	No	Caucasian	Female	No	No
Quantum Spatial, Inc	Quantum Spatial, Inc	Jeffrey Day	630-923-5168	jday@jlieng.com	No	No	7.00%	IL UCP	City of Chicago	City of Chicago	No	No	Asian	Male	No	No
Quantum Spatial, Inc	Quantum Spatial, Inc	Peter Menet	414-939-4827	peter@menet aero.com	No	No	2.00%	N/A	N/A	N/A	No	Yes	Caucasian	Male	Yes	Yes
Quantum Spatial, Inc	Quantum Spatial, Inc	John O'Neill	312-575-3923	john.oneill@mbaker.com	No	No	2.00%	N/A	N/A	N/A	No	No	Caucasian	Male	No	No

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# Unified Certification Program - Search

Contractor Details

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

Print

## **American Surveying & Engineering, P.C.**

Coventine Fidis

150 N. Wacker Dr., Ste.

2650

Chicago, IL 60606

**County:** Cook

**Email:** c.fidis@americansurvey.com

**Phone:** (312) 277-2000

**Fax:** (312) 277-2002

**Categories:** Architecture\Engineering, Construction,  
Professional

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

*American Surveying  
& Engineering, P.C.*

RR-16-9196

# Unified Certification Program - Search

Contractor Details

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

**Lin Engineering, Ltd. Email:** [jlin@lineng.com](mailto:jlin@lineng.com)

Paul B. Lin

**Phone:** (630) 323-5168

576 Oakmont Ln.

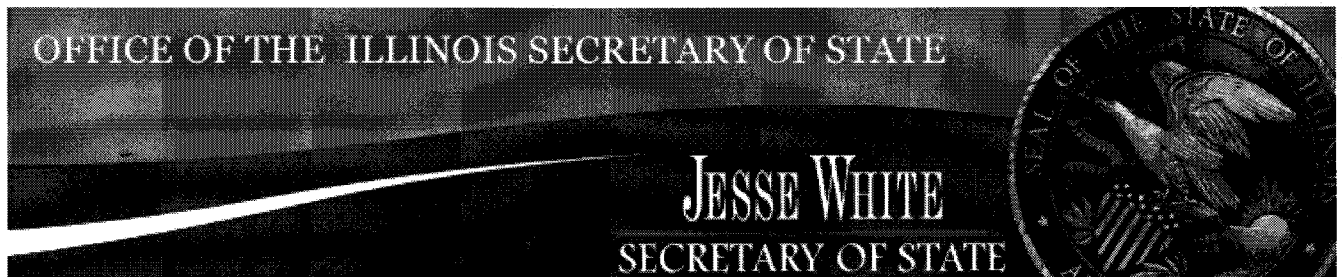
**Fax:** (630) 323-5174

Westmont, IL 60559

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

NAICS	Speciality
541330-Engineering Services	541330- FREEWAYS TRAFFIC SIGNALS
541360-Geophysical Surveying & Mapping Services	STUDIES: SAFETY STUDIES: FEASIBILITY STUDIES: TRAFFIC
541370-Surveying & Mapping (except Geophysical) Serv.	REHABILITATION CONSTRUCTION INSPECTION ROADS AND STREETS
541690-Other Scientific & Technical Consulting	WATERWAYS: COMPLEX HIGHWAY STRUCTURE: SIMPLE WATERWAYS: TYPICAL STRUCTURES: RAILROAD HIGHWAY STRUCTURE: ADVANCED TYPICAL HIGHWAY STRUCTURE: TYPICAL RECONSTRUCTION/MAJOR REHABILITATION 541360- STRUCTURE GEOTECHNICAL REPORTS 541370- SURVEYING 541690- TECHNICAL TRAINING

RR-16-9196



## CORPORATION FILE DETAIL REPORT

File Number	51077431		
Entity Name	QUANTUM SPATIAL, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	01/24/1977	State	WISCONSIN
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	02/23/1994
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	ROBERT J HICKEY N6216 RESOURCES DR SHEBOYGAN FALLS WI
Agent City	CHICAGO	Secretary Name & Address	NONE
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	11/15/2017	For Year	2018
Old Corp Name	05/23/1995 - AERO-METRIC ENGINEERING, INC. 10/16/2013 - AERO-METRIC, INC.		

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(One Certificate per Transaction)

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[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-16-9196

**Biggs, Susan**

**From:** Nash, Janiqua V  
**Sent:** Tuesday, February 13, 2018 10:48 AM  
**To:** Biggs, Susan  
**Subject:** Quantum Spatial, Inc. [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      10:42 02/13/18

ACTION: S

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

DISCLAIMER:  
AS OF 02/13/18 AT 10:47 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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RR-16-9196

**Biggs, Susan**

**From:** Nash, Janiqua V  
**Sent:** Tuesday, February 13, 2018 10:49 AM  
**To:** Biggs, Susan  
**Subject:** Lin Engineering, Ltd. [REDACTED]

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      10:42 02/13/18

ACTION: S

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

DISCLAIMER:  
AS OF 02/13/18 AT 10:48 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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## DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 22<sup>nd</sup> day of **February, 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 **QUANTUM SPATIAL, INC.**, a **corporation** authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

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

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **February 8, 2018**, to provide design section engineering services for Contract No. **RR-16-9196** for **Aerial Mapping Services Upon Request - Systemwide**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 17-3, Item 28**, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

### ARTICLE I

#### General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **RR-16-9196** for **Aerial Mapping Services Upon Request - Systemwide** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **February 8, 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 DESIGN SECTION ENGINEER shall be performed according to professional standards and in accordance with the Design Section Engineer's Manual for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

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

## ARTICLE II

### Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or February 23, 2018** and ending **February 28, 2023**, in accordance with the schedule included in the attached proposal.

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

## ARTICLE III

### Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **3.1000** and certain direct expenses (as shown in Exhibit "1") with an upper limit of compensation of **One Million, Five Hundred Thousand Dollars and No Cents (\$1,500,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

## ARTICLE IV

### Scope of the Service

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

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

## ARTICLE V

### Compliance with State and Other Laws

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

### Governing Law; Exclusive Jurisdiction

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

### Confidentiality

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

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

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

## ARTICLE VI

### Responsibility for Injuries and Damages

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

## ARTICLE VII

### Insurance

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

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

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

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

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

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

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

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

## ARTICLE VIII

### Ownership of Documents

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

## ARTICLE IX

### Financial Statement

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

## ARTICLE X

### Successors and Assigns

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

## ARTICLE XI

### Subcontractors

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

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

## ARTICLE XII

### Suspension

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

## ARTICLE XIII

### Termination

#### A. Termination Without Cause

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

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



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

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

- a. Actual payroll cost for services properly performed prior to the effective date of termination, times a multiplier of **3.1000**;
- b. Actual reimbursable direct expenses incurred prior to the effective date of termination;
- c. Actual payroll cost times a multiplier of **3.1000** for any wind-up services after the effective date of termination as directed to be performed by the Chief Engineering Officer of the TOLLWAY;
- d. Actual reimbursable direct expenses incurred for any wind-up services after the effective date of termination as directed to be performed by the Chief Engineering Officer of the TOLLWAY;

#### B. Termination for Cause

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

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

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

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

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

- a. Actual payroll cost for services properly performed prior to the effective date of termination, times a multiplier of **3.1000**;
- b. Actual reimbursable direct expenses incurred prior to the effective date of termination;

### C. Termination due to Lack of an Appropriation

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

### ARTICLE XIV

#### Solicitations

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

### ARTICLE XV

#### Record Retention and Audit

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

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

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

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

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

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

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

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

## ARTICLE XVI

### Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **Quantum Spatial, Inc., N6216 Resource Drive, Sheboygan Falls, Wisconsin 53085**, or to the Chief Engineering Officer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

## ARTICLE XVII

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

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

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

## ARTICLE XVIII

### Miscellaneous

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

## ARTICLE XIX

### Inspector General

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

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

## ARTICLE XX

### Engineer Selection Process

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

## ARTICLE XXI

### Report of a Change in Circumstances

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT RR-16-9196 the day and year first above written.

THE ILLINOIS STATE TOOL  
HIG  
By [Redacted]

QUANTUM SPATIAL, INC.

[Redacted]

2/16/2018

Chair/Executive Director-Signature  
Robert Schillerstrom/Greg Bedalov

Date Vice President-Signature

Date

Robert Vander Meer

Printed Name as Signed Above

APPROVED:

[Redacted] 3/2/18

Chief Financial Officer - Signature Date  
Michael Colsch

APPROVED:

[Redacted] 3/1/18

Acting General Counsel - Signature Date  
Elizabeth Oplawski

Approved to Enforce Constitutionality

[Redacted]

3-1-2018

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

## DESIGN SECTION ENGINEER PROPOSAL

### FOR CONTRACT NUMBER RR-16-9196

This proposal, dated February 8, 2018, is submitted by Quantum Spatial, Inc. of Sheboygan Falls, Wisconsin for Design Section Engineer's Service.

#### DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract RR-16-9196 for which we propose to provide Design Section Engineering Services is System Wide, in System Wide County (Counties), Illinois.

#### SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 17-3, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, in effect at the date the contract is awarded, and as revised thereafter, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

#### RESPONSIBILITY

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

#### FEE PROPOSAL

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$1,500,000.00 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (*Exhibit F*). If potential additional services have been identified in the scope of work (*Exhibit F*), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

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

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

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

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

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

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

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

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

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

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

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

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

INVOICES for services performed and expenses incurred through December 31<sup>st</sup> must

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

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

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

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

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

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

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

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

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT RR-16-9196

SUBMITTED BY:

FIRM NAME: Quantum Spatial, Inc

ADDRESS: N6216 Resource Drive

CITY, STATE &  
ZIP CODE: Sheboygan Falls, WI 53085

TELEPHONE: 800-558-6707

FACSIMILE: Enter Firm's Fax Number

SIGNED BY:

PRINTED NAME: Robert Vander Meer

TITLE: Vice President

**EXHIBIT F**

**CONTRACT RR-16-9196**

**(Quantum Spatial, Inc.)**

**SCOPE OF SERVICES**

Contract RR-16-9196 requires the provision of Photogrammetric Mapping Services upon request, system-wide for the Illinois Tollway.

The precise Scope of Work for each assignment will not be identified until a Task Order review and scoping meeting has been initiated.

We envision any number of Photogrammetric solutions may be called into services to facilitate the desired mapping product. We have used these same remote sensing technologies to facilitate countless projects for the Tollway under previous assignments. The anticipated scopes of work may include collection of conventional film, or digital aerial imagery collection from fixed wing aircraft. It may include collection of conventional film, or digital aerial imagery collection from low altitude rotorcraft platform (helicopter).

High Density terrain surfaces may be collected from fixed wing aircraft, rotorcraft, ground mobile or terrestrial ground LiDAR systems.

Regardless of the technologies implemented, all Photogrammetric data processing will be designed to meet or exceed Tollway Mapping specifications.



## Biggs, Susan

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**From:** Ryan, Mary Jo  
**Sent:** Thursday, February 08, 2018 3:18 PM  
**To:** Biggs, Susan  
**Cc:** Lanzo, Paul  
**Subject:** RE: RR-16-9196 - Quantum Spatial, Inc. - FEBRUARY Board - Disclosure Review, IPB# 22040481

Sue,

Disclosures are approved to move forward for the following:

- 1) Quantum Spatial, Inc.

Thank you,

Mary Jo Ryan  
Illinois State Toll Highway Authority – PMO Team  
2700 Ogden Avenue  
Downers Grove, IL 60515  
Office: 630-241-6800 x 2644  
Email: [mjryan@getipass.com](mailto:mjryan@getipass.com)

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**From:** Biggs, Susan  
**Sent:** Thursday, February 08, 2018 10:36 AM  
**To:** Ryan, Mary Jo  
**Cc:** Lanzo, Paul  
**Subject:** RR-16-9196 - Quantum Spatial, Inc. - FEBRUARY Board - Disclosure Review, IPB# 22040481

Mary Jo,

The following Financial Disclosure has been provided for your review and the Prime Consultant has been added to the spreadsheet.

RR-16-9196 - Quantum Spatial, Inc.

This is a February Board agenda item. PSB 17-3 – IBP Notice 22040481

Please let me know if you need any additional information.

Thanks,  
Sue Biggs



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

**ILLINOIS TOLLWAY CONTRACT NO.:** RR-16-9196

**CONTRACTOR/CONSULTANT NAME:** Quantum Spatial, Inc.

**1. PAYMENT TERMS AND CONDITIONS:**

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

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

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

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

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

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

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





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

**Date:** 1/31/2018 **Project Number:** RR-16-9196

**Project Name:** Aerial Mapping Services Upon Request Systemwide

**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:** Quantum Spatial, Inc.

**Federal Employment Identification Number (FEIN):** [REDACTED]

**E-Mail:** rvandermeer@quantumspatial.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>
American Surveying & Engineering PC	[REDACTED]	150 North Wacker Suite 2650 Chicago, IL 60606	Ground LiDAR, Ground Survey	105,000
Lin Engineering Ltd.	[REDACTED]	576 Oakmont Lane, Westmont, IL 60559	Surveying and Mapping	105,000
Michael Baker International, Inc.	[REDACTED]	311 West Monroe Suite 1350 Chicago IL 60606	Mobile Survey	30,000
Menet Aero	[REDACTED]	517 E Otjen St Milwaukee WI 53207	UAS Acquisition	30,000

**Signature:** [REDACTED]

**Date:** 1/31/2018

**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name:

Business Name: Quantum Spatial, Inc.

Taxpayer Identification Number:

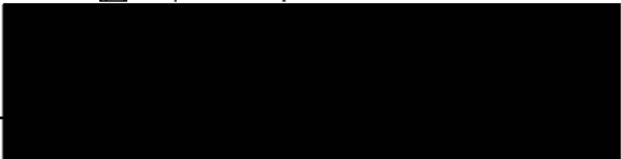
Social Security Number:

or

Employer Identification Number: 

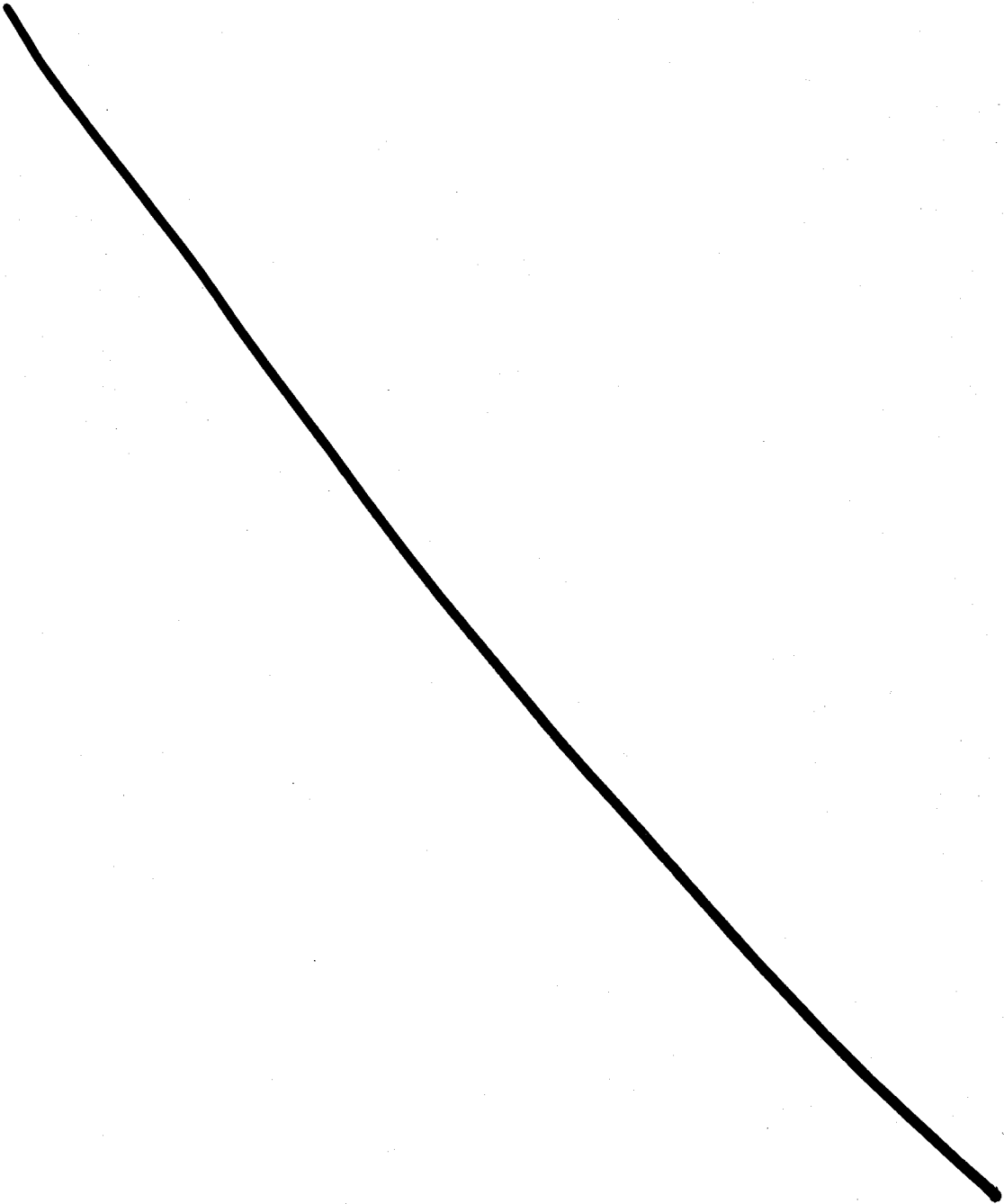
Legal Status (check one):

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

Signature of Authorized Representative: 

Date: January 31, 2018

Printed Name: Robert Vander Meer



# Certificate of Registration

**STATE BOARD OF ELECTIONS**

**Registration No. 12896**

**Quantum Spatial, Inc.**

N6216 Resource Drive

Sheboygan Falls WI 53085

Information for this business last updated on:

Wednesday, January 31, 2018

Certificate produced on Wednesday, February 07, 2018 at 7:55 AM



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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Quantum Spatial Inc

System Vendor Number: 20067534

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	3/24/2017
STATUS	Accepted
BUSINESS NAME	Quantum Spatial Inc
POINT OF CONTACT	<u>Robert Vander Meer</u>
FLAG FORM	<u>Add Flag</u>

## A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	<input type="checkbox"/>
2. NAME OF CEO/BUSINESS OWNER	Rajib Roy	<input type="checkbox"/>
3. ANNUAL SALES/GROSS RECEIPTS	82484526	<input type="checkbox"/>
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	08/22/1969	<input type="checkbox"/>
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	<input type="checkbox"/>
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Kim Meyer	<input type="checkbox"/>
CONTACT PERSON TITLE	Senior Administrative Assistant	
CONTACT PERSON PHONE	920-803-5856	
CONTACT PERSON EMAIL	kmeyer@quantumspatial.com	

## B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	State Agency	<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

**Quantum Spatial Inc**

System Vendor Number: **20067534**

[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	3/24/2017
STATUS	Accepted
BUSINESS NAME	Quantum Spatial Inc
POINT OF CONTACT	<a href="#">Robert Vander Meer</a>
FLAG FORM	<a href="#">Add Flag</a>

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

Quantum Spatial Inc



System Vendor Number: 20067534

Return to Main Form


## Vendor Registration

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	3/24/2017
STATUS	Accepted
BUSINESS NAME	Quantum Spatial Inc
POINT OF CONTACT	<u>Robert Vander Meer</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	438	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 107894-00	

## E. Authorized to do Business in Illinois

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

STAFF ATTACHED FILE(S)

[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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Quantum Spatial Inc


System Vendor Number: 20067534

Return to Main Form


## Vendor Registration

FORM NAME	<b>F - G. Certifications &amp; Board of Elections</b>
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	3/24/2017
STATUS	Accepted
BUSINESS NAME	Quantum Spatial Inc
POINT OF CONTACT	<u>Robert Vander Meer</u>
FLAG FORM	<u>Add Flag</u>


## F. Certifications

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


Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, 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 


N/A

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

Yes

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

Yes

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

Yes

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

N/A

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

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

N/A

G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

12896

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

**Customer Support**

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### Vendor Registration: View Form

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

Quantum Spatial Inc

System Vendor Number: 20067534

[Return to Main Form](#)

#### Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	3/24/2017
STATUS	Accepted
BUSINESS NAME	Quantum Spatial Inc
POINT OF CONTACT	<u>Robert Vander Meer</u>
FLAG FORM	<a href="#">Add Flag</a>

#### H. Iran Disclosure

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

No business operations to disclose.

#### Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

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

IPB Reference #: 22040481

Procurement/Contract #: RR-16-9196

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

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

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

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

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

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

IPG Registration #: 20067534 IPG Expiration Date: 3/27/2018

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

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

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

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

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

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

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

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

Name	Address	Relationship to Disclosing Entity
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/University contract: Click here to enter text.

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

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

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

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois State Tollway	Aerial Mapping Services.	Contract	1,500,000	Contract 1-13-4119
Illinois Department of Transportation	Aerial Mapping Services.	contract	1,625,000	Job No P30-011-13 PTB #168 -024

**6. Signature**

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Quantum Spatial, Inc.


Phone: 920-457-3631

Street Address: N6216 Resource Drive

Email: bwalker@quantumspatial.com

City, State, Zip: Sheboygan Falls, WI 53085

Vendor Contact: Bill Walker, Account Manager

Signature: 

Date: 1/31/2018

Printed Name: Robert Vander Meer

Title: Vice President, State and Local

## Vendor Registration: View

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Quantum Spatial Inc

System Vendor Number: 20067534


## Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	3/24/2017
STATUS	Accepted
REVIEWER	<a href="#">Stephanie Hill</a>
DATE REVIEWED	3/27/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	3/27/2018
FLAG FORM	<a href="#">Add Flag</a>

## Settings

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

## Entity Information

BUSINESS NAME	Quantum Spatial Inc
CONTACT FOR THIS SUBMISSION	<a href="#">Robert Vander Meer (change contact)</a>
PRIMARY CONTACT EMAIL	<a href="mailto:rvandermeer@quantumspatial.com">rvandermeer@quantumspatial.com</a>
PHONE	920-457-3631 Ext. 5812
FAX	920-467-1220
COMPANY EMAIL	<a href="mailto:rvandermeer@quantumspatial.com">rvandermeer@quantumspatial.com</a>
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	N 6216 Resource Drive Sheboygan Falls, WI 53085 <a href="#">[edit address]</a>

## Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Quantum Spatial Inc

System Vendor Number: 20067534

Return to Main Form

## Vendor Registration

FORM NAME	<b>I. Financial Disclosure &amp; Conflicts of Interest</b>
DESCRIPTION	<b>Complete the Financial Disclosure &amp; Conflicts of Interest form</b>
DATE SUBMITTED	3/24/2017
STATUS	Accepted
BUSINESS NAME	Quantum Spatial Inc
POINT OF CONTACT	<u>Robert Vander Meer</u>
FLAG FORM	<u>Add Flag</u>

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

## A. IDENTIFY THE APPLICABLE ENTITY TYPE.

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?

No

## C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST

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

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

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. <u>Attachment Ownership 2017.doc</u> (DOC, 33.50 KB)	Attached by Robert Vander Meer on 3/16/2017

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.

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.

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.

Not applicable - No individuals disclosed in question 1

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.

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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

<b>Ownership Share and Distributive Income</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
Arlington Capital Partners III, LP	5425 Wisconsin Ave Suite 200 Chevy Chase, MD 20815	69.1%	



# CERTIFICATE OF LIABILITY INSURANCE

4/1/2018

DATE (MM/DD/YYYY)  
2/15/2018

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

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

PRODUCER Lockton Companies 1801 K Street NW, Suite 200 Washington DC 20006 (202) 414-2400	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : The Phoenix Insurance Company		25623
INSURER B : Travelers Property Casualty Co of America		25674
INSURER C : Starr Indemnity & Liability Company		38318
INSURER D : Federal Insurance Company		20281
INSURER E : Illinois Union Insurance Company		27960
INSURER F :		

**COVERAGES**                      **CERTIFICATE NUMBER:** 15215075                      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	H-6309C655806-PHX-17	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	H-810-9C65580-6-17	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-1J27555A-17-13	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	HJUB-9C65580-6-17	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Aircraft Liability	N	N	1000221082-02	4/1/2017	4/1/2018	\$5,000,000
D	Excess			79850896	4/1/2017	4/1/2018	\$15,000,000
E	Professional Liability			G25610994 001	4/1/2017	4/1/2018	\$5,000,000; Ret: \$100,000

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

RE: Contract No. RR-16-9196, Aerial Mapping Services Upon Request - Systemwide. The Illinois State Toll Highway Authority is included as Additional Insured on the General Liability, Automobile Liability and Umbrella Liability as required by written contract. Waiver of Subrogation applies in favor of the Additional Insured under the General Liability, Automobile Liability, Umbrella Liability and Worker's Compensation as required by written contract.

**CERTIFICATE HOLDER**

15215075

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE  
[Redacted Signature]

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

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

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

**F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID**

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

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

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

**G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS**

- The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of

your "employees" who hold a supervisory position.

**H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II – WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

- The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

## COMMERCIAL GENERAL LIABILITY

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

### J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

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

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

### K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

### L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

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

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) Any express warranty not authorized by you;
  - (2) Any change in "your products" made by such vendor;
  - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
  - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
  - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

COMMERCIAL GENERAL LIABILITY

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

**M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

**N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES**

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

**O. MEDICAL PAYMENTS – INCREASED LIMITS**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - (a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

**P. CONTRACTUAL LIABILITY – RAILROADS**

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
  - (i) A partner or member of any partnership or joint venture;
  - (ii) A manager of any limited liability company;



# Contract Information Sheet

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

Consultant Name: Quantum Spatial, Inc.

Contract Number: RR-16-9196

Proposal Date: 2/8/2018

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



Contract Number: RR-16-9196

Consultant: Quantum Spatial, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
System wide aerial mapping and survey services	270	270	270	170	170	170	170	170	170	170	170	170	170	2340
<b>TOTALS</b>	<b>270</b>	<b>270</b>	<b>270</b>	<b>170</b>	<b>170</b>	<b>170</b>	<b>170</b>	<b>170</b>	<b>170</b>	<b>170</b>	<b>170</b>	<b>170</b>	<b>170</b>	<b>2340</b>

Contract Number: RR-16-9196 Consultant: Quantum Spatial, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
System wide aerial mapping and survey services	170	170	170	170	170	170	170	170	170	170	170	170	170	170	2040
<b>TOTALS</b>	170	170	170	170	170	170	170	170	170	170	170	170	170	170	2040





Contract Number: RR-16-9196

Consultant: Quantum Spatial, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2023												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
System wide aerial mapping and survey services	20	20												40
<b>TOTALS</b>	20	20												40





Contract No.: RR-16-9196 Consultant: Quantum Spatial, Inc.

Date: 2/8/2018

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 60 No. OF MONTHS  
 SCHEDULED START DATE: 3/1/2018  
 RAISE DATE: 2/24/2019  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

3/1/2018 - 2/23/2019	2/24/2019 - 2/23/2020	2/24/2020 - 2/23/2021	2/24/2021 - 2/23/2022	2/24/2022 - 2/28/2023
Date	Date	Date	Date	Date
12.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0
20.00%	20.00%	20.00%	20.00%	20.00%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date	Date	Date	Date	Date
60.0	60.0	60.0	60.0	60.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: RR-16-9196

Consultant: Quantum Spatial, Inc.

Date: 2/8/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Escalated Average Work Hours (Including Overtime)	Total Estimated		Total Overtime Premium:			
							Work Hours:	Hours:		Average Premium O/T Hourly Rate:	Total Overtime Premium:	
No	Principal	\$50.00	\$70.00	\$64.20	\$64.20	150.00	13,500.00	120.00	\$1,524.00			
No	Project Manager	\$40.00	\$70.00	\$45.84	\$45.84	950.00						
No	Senior Engineer/Planner	\$40.00	\$70.00									
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$37.57	\$37.57	800.00						
No	Staff Engineer/Planner	\$20.00	\$40.00									
No	Engineer /Accountant	\$20.00	\$60.00									
Yes	Senior Technical Specialist	\$25.00	\$60.00	\$31.74	\$31.74	3,800.00		60.00				
Yes	Technical Specialist	\$15.00	\$50.00	\$19.07	\$19.07	7,500.00		60.00				
No	Architect	\$30.00	\$70.00									
No	Realty Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									
No	Admin/Clerical	\$8.25	\$40.00	\$25.17	\$25.17	300.00						

EXHIBIT "1"

Contract No.: RR-16-9196

Consultant: Quantum Spatial, Inc.

Date: 2/8/2018

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Program Manager	DiGiovanni, John V	\$50 - \$70
	Principal-in-Charge	<b>Vander Meer, Robert</b>	
	Vice President/Land Survey Operatio	Fusco, Nickolas R	
	Director of Operations	Smith, Clay D	
	Production Manager	Zook, Marlin R	
Project Manager	Land Survey Manager	Bevins, Grover	\$40 - \$70
	Land Survey Manager	Feldheim, Clifford P	
	Flight Acquisition Manager	Muecke, Bradley K	
	Program Manager	<b>Strain Miles</b>	
	Account Manager	<b>Walker, William A</b>	
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Associate Team Leader	Adams, Douglas W	\$25 - \$60
	Regional Flight Operations Manager	Boll, Ryan C	
	Senior Project Manager	Burroughs, Joel R	
	Team Leader	Deslauriers, Bryan E	
	Team Leader	Koenen, Robert W	
	Team Leader	Logan, Glen Douglas	
	Team Leader	Pike, Adam C	
	Team Leader	Williams, Gregory L	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Senior Analyst	Bahr, Greg A	\$25 - \$60
	Pilot	Barham, John M	
	Technical Specialist	Bishop, Paul B	
	Technical Specialist	Blondell, Barry S	
	Sensor Operator	Cary, Douglas W	
	Pilot	Christopher, Carl	
	Technical Specialist	Clem, David B	
	Senior Analyst	Clodfelter, Russell J	
	Sensor Operator	Cox, David M	
	Technical Specialist	Eskew, Eric D	
	Survey Analyst	Frederick, Dennis P	
	Technical Specialist	Good, Michael S	
	Technical Specialist	Griffin, Ryan E	
	Senior Analyst	Habermann, Michael P	
Senior Analyst	Hansford, Christopher A		

Contract No.: RR-16-9196

Consultant: Quantum Spatial, Inc.

Date: 2/8/2018

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

<b>Tollway Classification</b>	<b>Consultant Classification (specific to each company)</b>	<b>Consultant Employee Name (SEE NOTE 1 TO RIGHT)</b>	<b>Range per Hour</b>
	Pilot	Jones, Daniel K	
	Senior Analyst	Juergens, Lonnie L	
	Senior Analyst	Kim, Charles	
	Senior Analyst	Lade, Ian S	
	Pilot	Luckett, Daniel J	
	Pilot	Maymon, Derrick J	
	Senior Analyst	Moore, Timothy R	
	Senior Analyst	Mullins, Wade T	
	Sensor Specialist	Phelps, Thomas M	
	Pilot	Radtke, Ted W	
	Technical Specialist	Ricks, Charles K	
	Sensor Operator	Schoone, James A	
	Senior Analyst	Skelton, James R	
	Pilot	Stevenson, G Cameron	
	Sensor Operator	Swinford, James W	
	Senior Analyst	Tendolle, Mitch L	
	Pilot	Wagner, David A	
Technical Specialist	Sensor Operator	Aust, Michael A	\$15 - \$50
	Technician	Baxter, Lee H	
	Technician	Bordieri, Nicholas R	
	Analyst	Buchanan, Richard L	
	Analyst	Burr, Alex M	
	Analyst	Chism, Monica L	
	Technician	Click, Code A	
	Technician	Conway, Sean P	
	Analyst	Denise, Garret M	
	Technician	Dye, Jared L	
	Analyst	Fendick, Anne M	
	Analyst	Flanagan, Kyle J	
	Technician	Foor, Brittany N	
	Technician	Freudiger, Kyle R	
	Technician	Haidl, Meilin C	
	Analyst	Hale, Chandler T	
	Analyst	Harper, Jacob P	
	Technician	Hornbeck, Tamara S	
	Analyst	Jedlicka, Jace J	
	Technician	Jones, Daren C	

Contract No.: RR-16-9196

Consultant: \_\_\_\_\_

Quantum Spatial, Inc.

Date: 2/8/2018

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

<b>Tollway Classification</b>	<b>Consultant Classification (specific to each company)</b>	<b>Consultant Employee Name (SEE NOTE 1 TO RIGHT)</b>	<b>Range per Hour</b>
	Technician	Kidder, John Alex	
	Technician	Leass, Douglas H	
	Technician	Maina, Alex M	
	Technician	Meder, Daniel J	
	Analyst	Middleton, Nicholas C	
	Analyst	Monge, Jackie A	
	Analyst	Moody, Andrew P	
	Analyst	Palmer, R Kevin	
	Technician	Patriick, Raymond C	
	Technician	Sandrowicz, Emily JR	
	Analyst	Shin, Benjamin Y	
	Sensor Operator	Swan, Jonathan M	
	Sensor Operator	Tao, Gary	
	Technician	Turner, Andrew T	
	Analyst	Wilson, Tyler J	
	Technician	Young, Jeremy A	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrative Assistant	Richardson, Margaret A	\$8.25 - \$40
	Accounting Specialist	Steffes, Frances T	



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

## **ALLOWABLE DIRECT COSTS**

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



Contract No.: RR-16-9196

Consultant: Quantum Spatial, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Principal-in-Charge** Robert Vander Meer

**Prod. & QA/QC Manager** \_\_\_\_\_

**Account Manager** William A Walker

**Program Manager** Miles Strain

**Project Eng/Technology Mgr** \_\_\_\_\_

**Acquisition Manager** \_\_\_\_\_

**Survey Lead** \_\_\_\_\_

**Photogrammetric Compilation** \_\_\_\_\_

**LiDAR Lead** \_\_\_\_\_

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

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

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

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

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

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

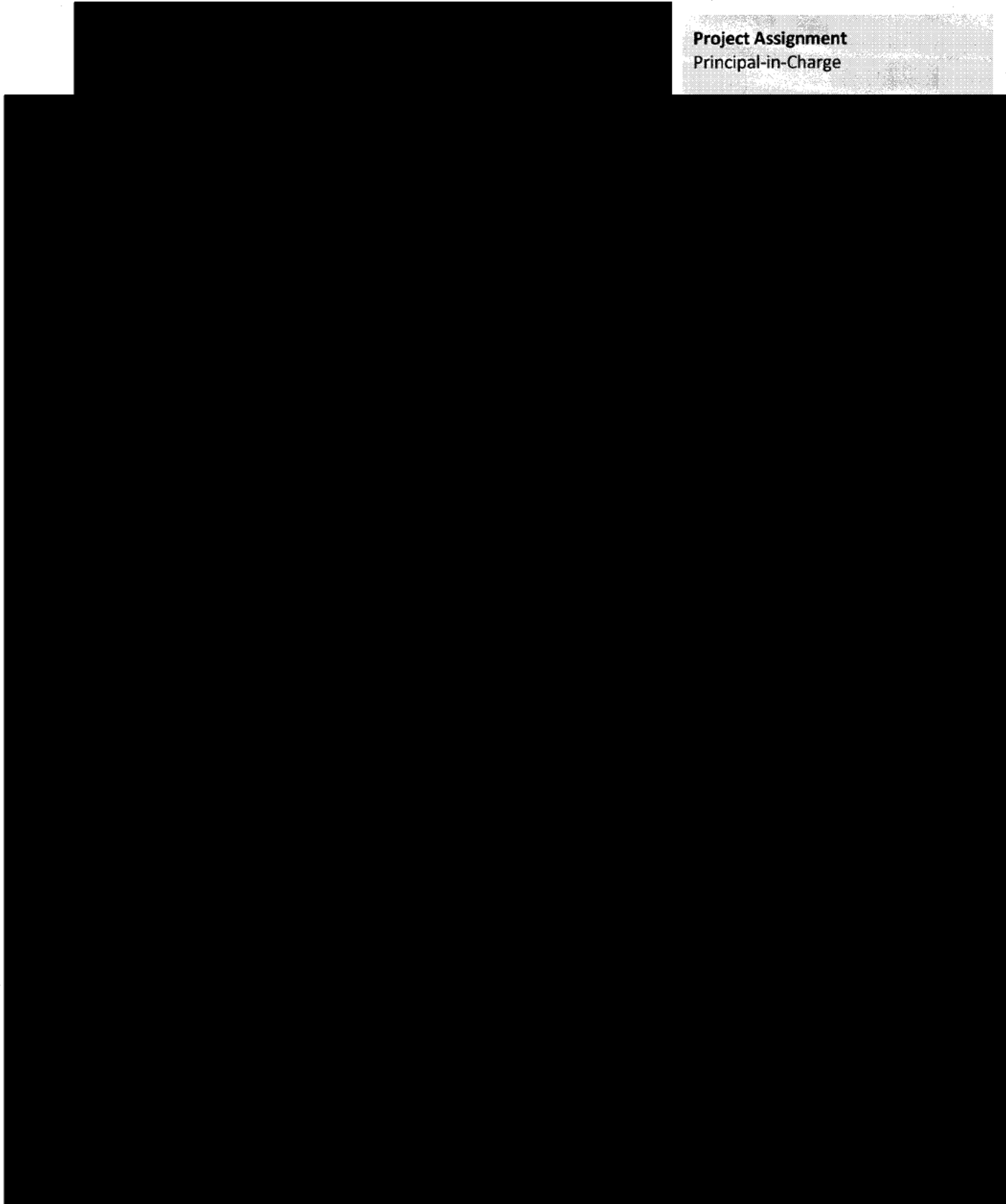
Name: \_\_\_\_\_

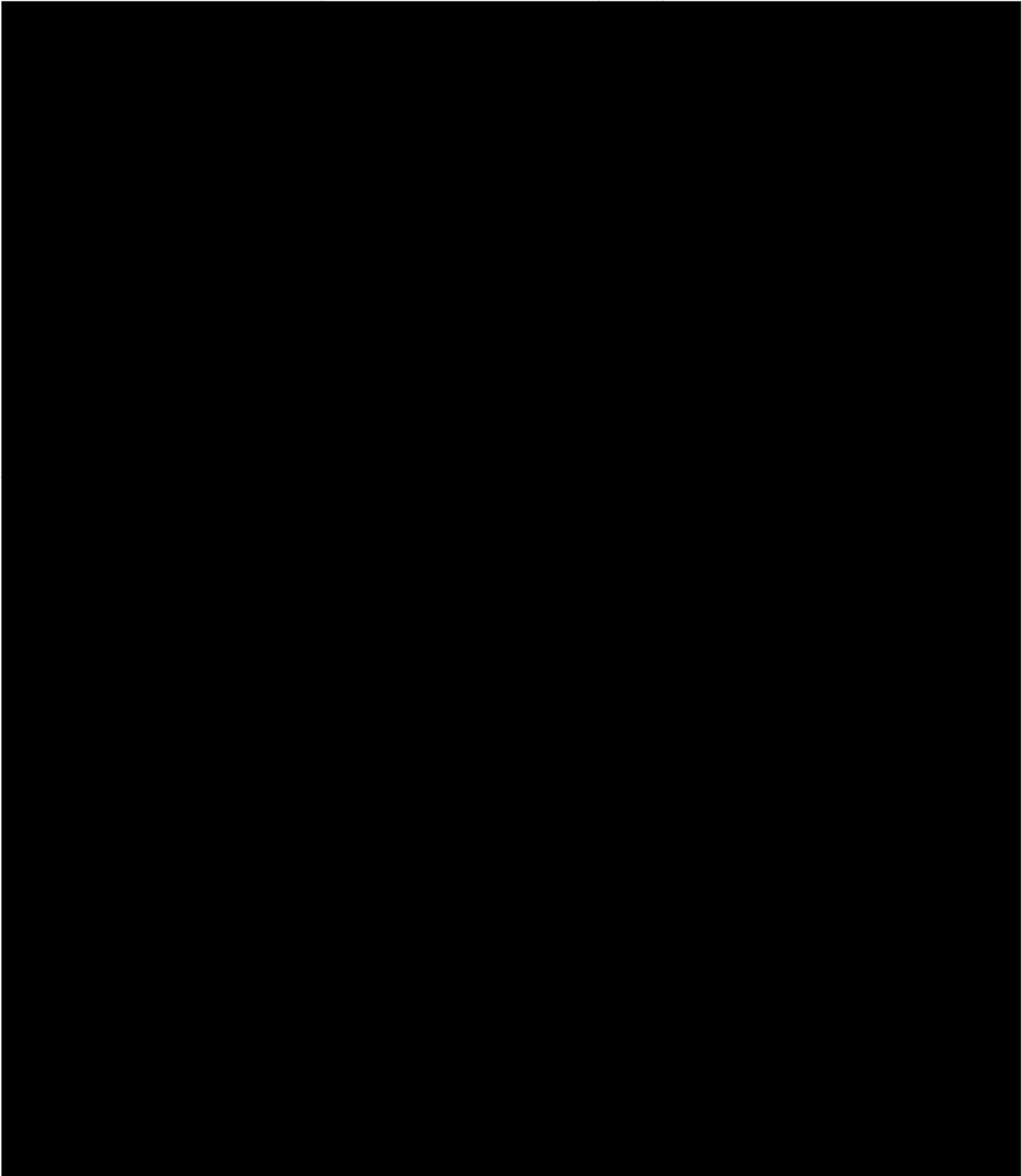
Classification: \_\_\_\_\_



**Robert Vander Meer**

**Project Assignment**  
Principal-in-Charge

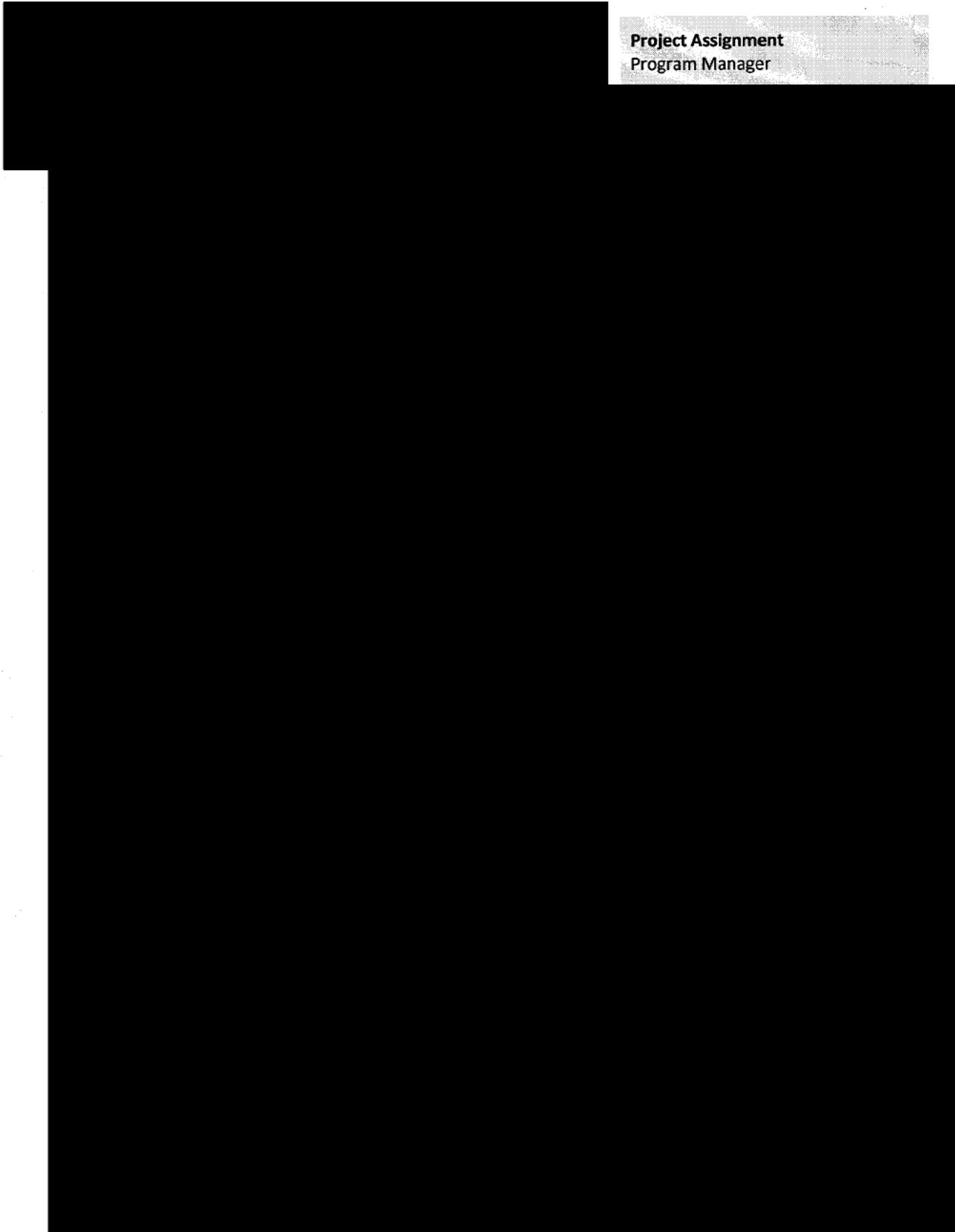


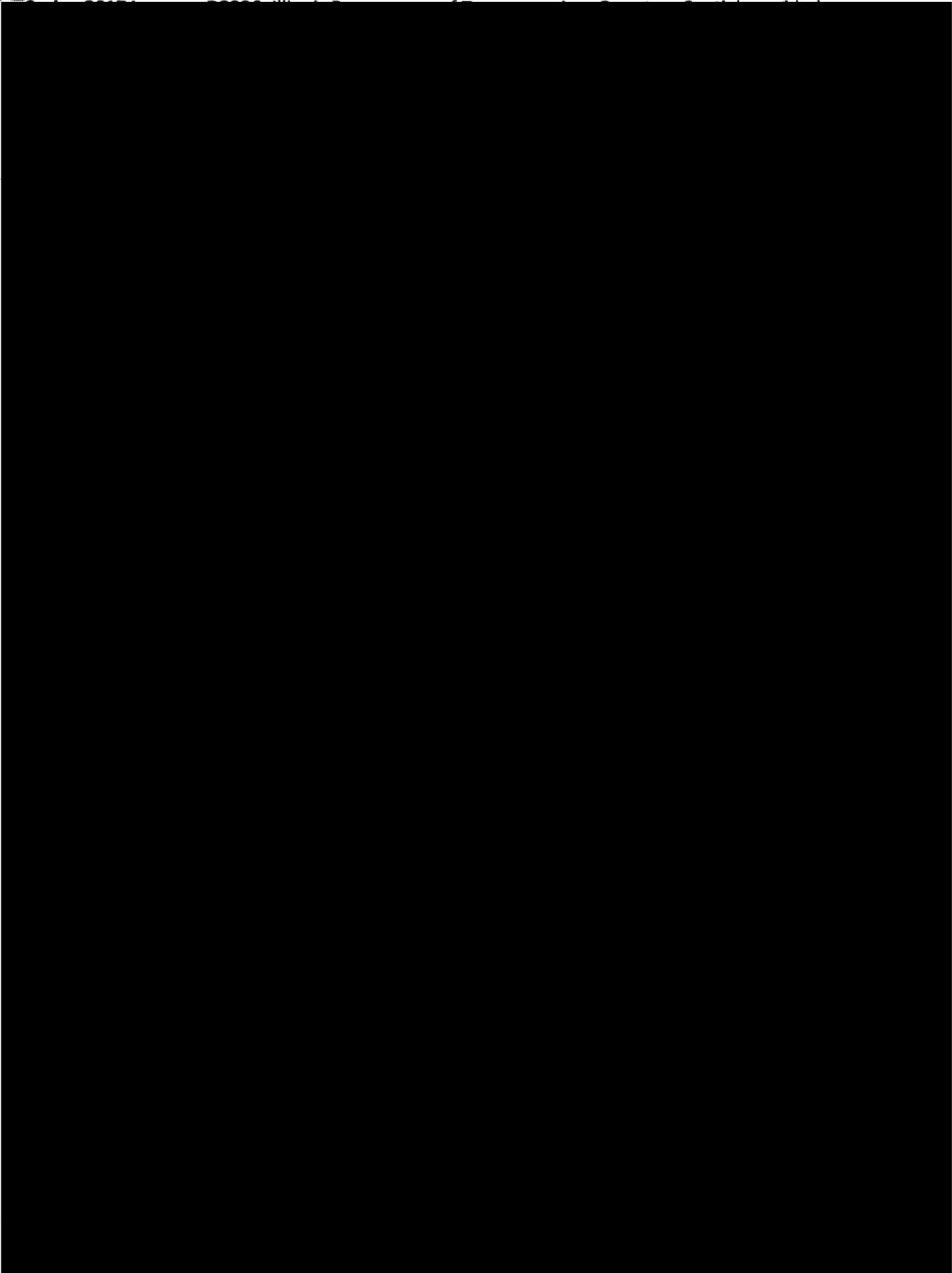




**Miles Strain**

Project Assignment  
Program Manager

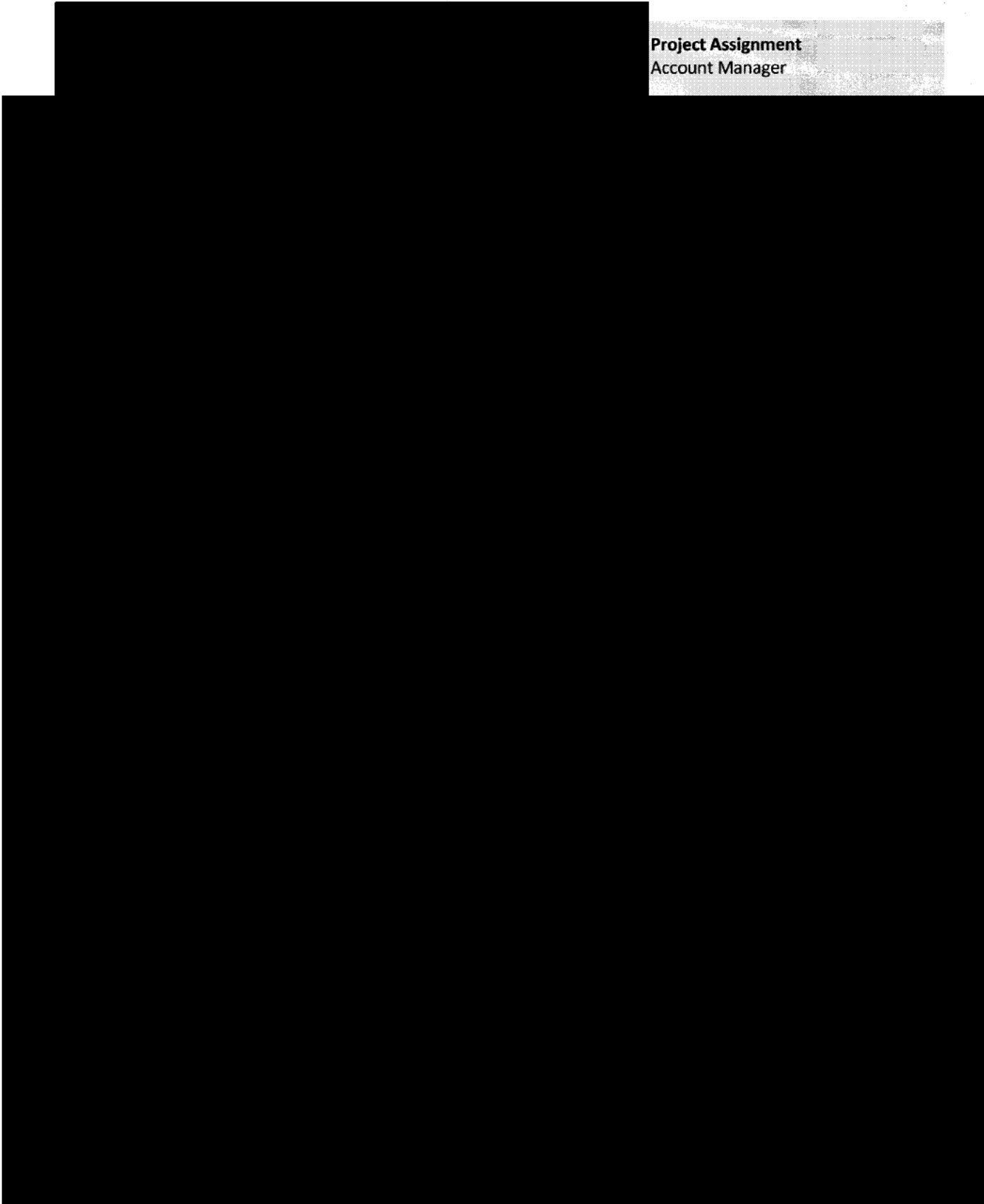


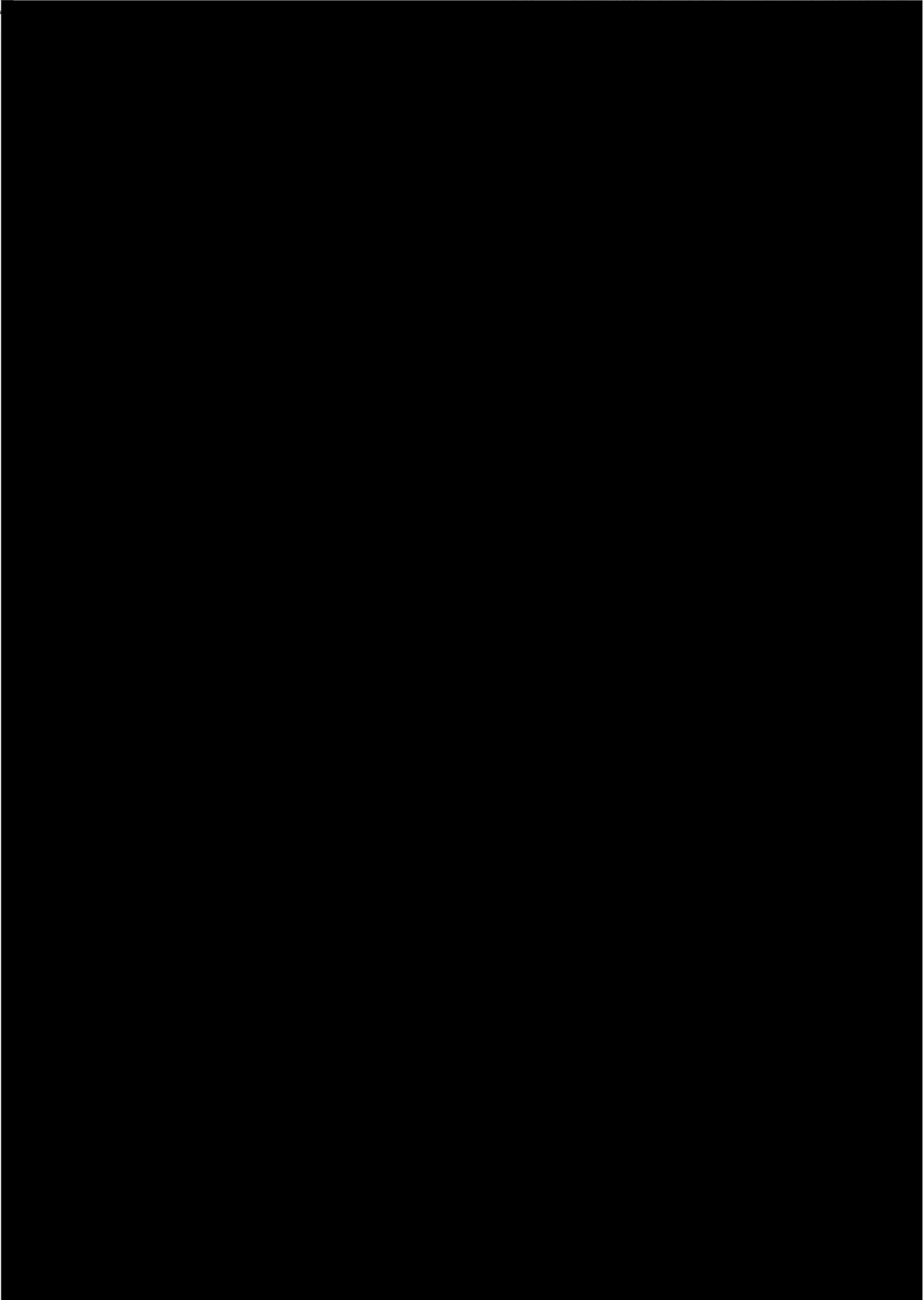




William A Walker

Project Assignment  
Account Manager





**EXHIBIT F**

**Contract No. RR-16-9196**

**Quantum Spatial, Inc.**

**SCOPE OF SERVICES**

Contract RR-16-9196 requires the provision of Photogrammetric Mapping Services upon request, system-wide for the Illinois Tollway. The precise Scope of Work for each assignment will not be identified until a Task Order review and scoping meeting has been initiated. We envision any number of Photogrammetric solutions may be called into service to facilitate the desired mapping product. We have used these same remote sensing technologies to facilitate countless projects for the Tollway under previous assignments. The anticipated scopes of work may include collection of conventional film, or digital aerial imagery collection from fixed wing aircraft. It may include collection of conventional film, or digital aerial imagery collection from low altitude rotorcraft platform (helicopter).

High Density terrain surfaces may be collected from fixed wing aircraft, rotorcraft, ground mobile or terrestrial ground LiDAR systems.

Regardless of the technologies implemented, all Photogrammetric data processing will be designed to meet or exceed Tollway Mapping specifications.

The precise Scope of Work for each assignment will not be identified until a Task Order review and scoping meeting has been initiated.

We envision any number of Photogrammetric solutions may be called into service to facilitate the desired mapping product. We have used these same remote sensing technologies to facilitate countless projects for the Tollway under previous assignments. The anticipated scopes of work may include collection of conventional film, or digital aerial imagery collection from fixed wing aircraft. It may include collection of conventional film, or digital aerial imagery collection from low altitude rotorcraft platform (helicopter).

High Density terrain surfaces may be collected from fixed wing aircraft, rotorcraft, ground mobile or terrestrial ground LiDAR systems.

Regardless of the technologies implemented, all Photogrammetric data processing will be designed to meet or exceed Tollway Mapping specifications.



**EXHIBIT G**

**Contract No. RR-16-9196**

**Quantum Spatial, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
Various	Contract I-13-4119	\$1,500,000.00	\$71,886.75	9/27/2018
Various	IL DOT PTB#168-024 Job P-30-011-13 No assigned work orders presently active	\$1,625,000.00	\$1,272,505.32	4/21/2019

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

<p>1 <u>American Surveying &amp; Engineering, P.C.</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 104,156.42</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ 843.58</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">_____</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">_____</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ 105,000.00</td></tr> </table>	Direct Labor	\$ 104,156.42	Direct Costs	\$ 843.58	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 105,000.00	<p>6 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">_____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ -</td></tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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<p>2 <u>Lin Engineering, Ltd.</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 101,792.60</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ 3,207.40</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">_____</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">_____</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ 105,000.00</td></tr> </table>	Direct Labor	\$ 101,792.60	Direct Costs	\$ 3,207.40	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 105,000.00	<p>7 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">_____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ -</td></tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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Services by Others	\$ -																				
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\*\* Additional services funds require prior authorization before use

**TOTAL DBE/MBE/WBE Subconsultants: \$ 210,000.00**

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

**TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 210,000.00**

**DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 14.00%**

**DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 14.00%**

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

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

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

<p>1 <u>Michael Baker International, Inc.</u></p> <p>Direct Labor                   \$    28,129.02</p> <p>Direct Costs                   \$     1,870.98</p> <p>Services by Others           _____</p> <p>Additional Services **       _____</p> <p>Total this Subconsultant (ULC)                                   \$    30,000.00</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>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>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>
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\*\* Additional services funds require prior authorization before use

**TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 30,000.00**

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

**TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 30,000.00**

# Contract Information Sheet

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

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

Contract Number: RR-16-9196

Proposal Date: 2/8/2018

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



Contract Number: RR-16-9196 Consultant: American Surveying & Engineering, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Admin	1	1	1	1	1	1	1	1	1	1	1	1	1	12
Survey	20	20	20	20	20	20	20	20	10	10	10	10	20	210
QA/QC	1	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>TOTALS</b>	22	22	22	22	22	22	22	22	22	22	22	22	22	234

Contract Number: RR-16-9196

Consultant: American Surveying & Engineering, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Admin	1	1	1	1	1	1	1	1	1	1	1	1	1	12
Survey	20	20	20	20	20	20	20	20	20	10	10	10	20	210
QA/QC	1	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>TOTALS</b>	22	22	22	22	22	22	22	22	22	12	12	12	22	234

Contract Number: RR-16-9196

Consultant: American Surveying & Engineering, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Admin	1	1	1	1	1	1	1	1	1	1	1	1	1	12
Survey	20	20	20	20	20	20	20	20	10	10	10	10	10	200
QA/QC	1	1	1	1	2	2	2	2	2	2	2	2	2	20
<b>TOTALS</b>	22	22	22	22	23	23	23	23	13	13	13	13	13	232



Contract Number: RR-16-9196 Consultant: American Surveying & Engineering, P.C.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Admin	1	1	1	1	1	1	1	1	1	1	1	1	10
Survey	20	20	20	20	20	20	20	20	10	10	10	10	200
QA/QC	2	2	2	2	2	2	2	2	2	2	2	2	24
<b>TOTALS</b>	<b>23</b>	<b>23</b>	<b>23</b>	<b>23</b>	<b>23</b>	<b>23</b>	<b>23</b>	<b>23</b>	<b>13</b>	<b>13</b>	<b>12</b>	<b>13</b>	<b>234</b>

Contract Number: RR-16-9196

Consultant: American Surveying & Engineering, P.C.

American Surveying & Engineering, P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2023												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Admin	1	1												2
Survey	10	10												20
QA/QC	1	1												2
<b>TOTALS</b>	12	12												24

Contract No.: RR-16-9196

Consultant: American Surveying & Engineering, P.C.

### **EXHIBIT B: FEE CALCULATIONS**

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

<u>1,088.00</u>	X	<u>\$ 34.19</u>	=	<b>TOTAL DIRECT SALARY</b>	<u>\$ 37,198.72</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

Multiplier to be used on this project: \_\_\_\_\_ 2.80  
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

**DIRECT REGULAR SALARY TIMES MULTIPLIER**     \$ 104,156.42

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

**TOTAL DIRECT COSTS**     \$843.58

**C. SERVICES BY OTHERS**

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

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

**TOTAL SERVICES BY OTHERS**     \$ -

**D. ADDITIONAL SERVICES (Prime Consultant)**

\_\_\_\_\_ (Requires prior authorization before use)

**ADDITIONAL SERVICES (Subconsultants)**

\_\_\_\_\_ (Requires prior authorization before use)

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

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

\$ 105,000.00

Contract No.: RR-16-9196 Consultant: American Surveying & Engineering, P.C.

Date: 2/8/2018

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 60 No. OF MONTHS  
 SCHEDULED START DATE: 3/1/2018  
 RAISE DATE: 1/1/2019  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

3/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	1/1/2022 - 12/31/2022
Date	Date	Date	Date	Date
10.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0
16.67%	20.00%	20.00%	20.00%	20.00%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

1/1/2023 - 2/28/2023				
Date	Date	Date	Date	Date
2.0				
60.0	60.0	60.0	60.0	60.0
3.33%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: RR-16-9196

Consultant: American Surveying & Engineering, P.C.

Date: 2/8/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES										DIRECT COST OVERTIME PREMIUM		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated Work Hours:		Total Overtime Premium:			
							Escalated Average Hourly Rate for Classification (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)	Total Estimated O/T Hours:	Average Premium O/T Hourly Rate:		
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	24.00	1,088.00					
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	40.00						
No	Senior Engineer/Planner	\$40.00	\$70.00	\$66.30	\$66.30	2.00						
No	Resident Engineer	\$40.00	\$70.00									
No	Project Engineer/Planner	\$25.00	\$60.00	\$47.42	\$47.42	40.00						
No	Staff Engineer/Planner	\$20.00	\$40.00	\$35.00	\$35.00	2.00						
No	Engineer /Accountant	\$20.00	\$60.00									
No	Senior Technical Specialist	\$25.00	\$60.00	\$36.80	\$36.80	575.00						
No	Technical Specialist	\$15.00	\$50.00	\$23.42	\$23.42	375.00						
No	Architect	\$30.00	\$70.00									
No	Realty Specialists	\$20.00	\$70.00									
No	Intern	\$8.25	\$20.00									

EXHIBIT "1"

Contract No.: RR-16-9196

Consultant: American Surveying & Engineering, P.C.

Date: 2/8/2018

Escalation Factor: 100.00%  
(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>						<b>DIRECT COST</b>	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated O/T Hours:
							1,088.00
No	Admin/Clerical	\$8.25	\$40.00	\$22.50	\$22.50	30.00	Average Premium O/T Hourly Rate:
							\$34.19
Total Direct Labor							Total Overtime Premium:
							\$37,198.72
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)
							Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)

Date: 2/8/2018

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour	
Principal	PRINCIPAL IN CHARGE	COVENTINE FIDIS	\$50 - \$70	
Project Manager	PROJECT MANAGER	COVENTINE FIDIS	\$40 - \$70	
	PROJECT MANAGER	MARK M. WOOD		
	PROJECT MANAGER	STEVEN M. RIENKS		
	PROJECT MANAGER	JAY P. HOWELL		
	PROJECT MANAGER	JOHN A. DYBAS, III		
	PROJECT MANAGER	LARRY D. MARTIN		
	Senior Engineer/Planner	PROJECT SURVEYOR/ENG IV	PAUL F. STANTON	\$40 - \$70
PROJECT SURVEYOR/ENG IV		CRAIG L. DUJ		
PROJECT SURVEYOR/ENG III		THOMAS A. SANDERSON		
Resident Engineer			\$40 - \$70	
Project Engineer/Planner	PROJECT SURVEYOR/ENG III	ERIC J. SLADEK	\$25 - \$60	
	PROJECT SURVEYOR/ENG I	ROBERT MICHAEL BACHARA		
	PROJECT SURVEYOR/ENG II	THANO D. TZIFOROS		
Staff Engineer/Planner	PROJECT SURVEYOR/ENG II	ROBERT S. SAXER	\$20 - \$40	
Engineer /Accountant			\$20 - \$60	
Senior Technical Specialist	CADD TECHNICIAN	CRAIG A. HILLS	\$25 - \$60	
	CADD TECHNICIAN	WILLIAM BARAN		
	CADD TECHNICIAN	BRANNON D. ELSBREE		
	CADD TECHNICIAN	JESSE J. NOCON		
	CADD TECHNICIAN	AMANDA J. JOHNSON		
	CADD TECHNICIAN	JOSEPH B. MAGNOTTA		
	ENGINEER/SURVEY TECH III	THOMAS H. HOYLE		
	ENGINEER/SURVEY TECH III	DARYL F. EDWARDS		
	ENGINEER/SURVEY TECH III	GUSTAVO ALEX AGUILAR		
	ENGINEER/SURVEY TECH III	KRISTOPHER M. MCALLISTER		
	ENGINEER/SURVEY TECH III	JEFFREY F. MUMMERT		
	Technical Specialist	ENGINEER/SURVEY TECH II	GARY R. BRANDT	\$15 - \$50
		ENGINEER/SURVEY TECH II	LUCAS S. MCDONALD	
ENGINEER/SURVEY TECH II		BRADLY J. DUFFY		
ENGINEER/SURVEY TECH II		LAWRENCE T. DEMANCHE		
ENGINEER/SURVEY TECH II		JARED W. MILLS		
ENGINEER/SURVEY TECH II		ROBERTO ASCENCIO		
ENGINEER/SURVEY TECH II		MATTHEW W. WOJTOWICZ		
ENGINEER/SURVEY TECH I		DAVID W. CISKOWSKI		
ENGINEER/SURVEY TECH I		ANDREW T. BROWN		
	ENGINEER/SURVEY TECH I	DAVID J. MEEKS		

Contract No.: RR-16-9196

Consultant: American Surveying & Engineering, P.C.

Date: 2/8/2018

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	ADMINISTRATIVE/CLERICAL III	LINDSEY JO STUTZKE-JONES	\$8.25 - \$40



**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[https://www.illinoistollway.com/documents/20184/238673/LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_12132013.PDF/b3dab3](https://www.illinoistollway.com/documents/20184/238673/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3)
  
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

Traffic Control

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**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)          \$          843.58**

## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## **ALLOWABLE DIRECT COSTS**

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

Contract No.: RR-16-9196

Consultant: American Surveying & Engineering, P.C.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

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

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

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

**Others:**      Name: \_\_\_\_\_

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

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

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

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

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

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

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

**EXHIBIT F**

**Contract No. RR-16-9196**

**American Surveying & Engineering, P.C.**

**SCOPE OF SERVICES**

**Description of work:** ASE will provide ground survey support including recovering, verifying, and setting control points for aerial survey campaign.

**EXHIBIT G****Contract No. RR-16-9196****American Surveying & Engineering, P.C.****CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
P-98-080-17	Various Locations ASE #117105	\$300,000.00	\$300,000.00	TBD
RR-16-9396	Aerial Mapping Upon Request ASE #217100	TBD	TBD	TBD
I-17-4681	Elgin O'Hare ASE #217099	TBD	TBD	TBD
I-17-4303	O'Hare Oasis Balmoral Ave. ASE #217098	\$346,388.28	\$345,171.88	TBD
I-17-4295	I-55 Ramps to Ogden Ave. ASE #217097	\$750,000.00	\$740,839.55	TBD
I-17-4297	75th St. to I-55 Ramps ASE #217096	\$512,825.79	\$512,825.79	10/31/2026
I-17-4296	95th St. to LaGrange Rd. ASE #217095	\$263,463.50	\$260,134.54	TBD
RR-15-99-75RR	Tollway Systemwide GEC ASE #217066	\$739,425.39	\$688,233.89	12/31/2019
RR-16-4265	Central Tri-State Design ASE #217038	\$989,805.00	\$830,847.11	4/14/2027
I-16-4266	IL-53 EIS ASE #216065	\$750,000.00	\$704,115.71	6/30/2019
I-15-4659	Wight - Phase II and Phase III ASE #215192	\$65,000.00	\$37,174.58	3/31/2019
I-15-4657	AMEC TY LIN EOWA I-294 ASE #515188	\$849,154.00	\$803,207.45	12/31/2021
P-91-001-16	IDOT Survey Various/Variou ASE #215163	\$499,987.74	\$212,886.02	12/7/2025
RR-14-4223	Tri-State Tollway, Roadway Study, 95th Street (M.P. 17.5) to Cermak Road (M.P. 29.5) ASE #215079	\$530,966.78	\$214,425.33	TBD
P-94-008-14	IDOT Survey Various/Variou ASE #114053	\$300,000.00	\$227,596.30	10/31/2024
RR-14-4181	Fiber Optic Maintenance #214009.2	\$1,172,560.00	\$64,290.13	4/15/2019
RR-14-4181	Fiber Optic Maintenance ASE #214009	\$425,000.00	\$133,552.22	4/15/2019
OT14-LAC-D2-C	Land Acquisition-Parcels ASE #114008	\$800,000.00	\$365,418.34	1/17/2018
I-13-4623	Elgin O'Hare Western Access, I-290 to IL 83 Advance Work Contracts ASE #214003	\$144,876.45	\$59,723.24	3/27/2022
I-13-4119	I-88 Photo control: I-39 to Sterling, IL ASE #213056	\$105,000.00	\$15,245.03	TBD
D-91-317-13	Various Locations ASE #213070	\$300,000.00	\$112,525.13	9/30/2023
P-92-099-11	Various Survey Projects, Various Routes, Various Counties, Region Two/District Two ASE #111077	\$350,000.00	\$46,314.00	10/31/2021
I-11-4014	Elgin O'Hare Western Bypass Tollway, Design Corridor Management ASE #211098	\$8,162,850.20	\$1,613,370.28	TBD
RR-10-9973	Various Locations ASE #210098	\$536,969.61	\$285,266.82	12/31/2017
P-93-011-10	Various Locations ASE #210007	\$300,000.00	\$118,248.63	5/1/2019

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

<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): **EXHIBIT "1"** \_\_\_\_\_ -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# Contract Information Sheet

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

Consultant Name: Lin Engineering, Ltd.

Contract Number: RR-16-9196

Proposal Date: 2/8/2018

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

Contract Number: RR-16-9196

Consultant: Lin Engineering, Ltd.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Surveys			64	18	18	18	18	18	18	18	18	18	18	226
<b>TOTALS</b>			64	18	18	18	18	18	18	18	18	18	18	226

Grand Total Exhibit A Hours: 910

Contract Number: RR-16-9196 Consultant: Lin Engineering, Ltd.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Surveys	18	18	18	18	18	18	18	18	18	18	18	18	18	216
<b>TOTALS</b>	18	18	18	18	18	18	18	18	18	18	18	18	18	216

Contract Number: RR-16-9196

Consultant: Lin Engineering, Ltd.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												TOTAL HOURS		
	Jan 18	Feb 18	Mar 12	Apr 12	May 12	Jun 12	Jul 12	Aug 12	Sep 12	Oct 12	Nov 12	Dec 12			
Surveys															156
<b>TOTALS</b>	18	18	12	12	12	12	12	12	12	12	12	12	12	12	156

Contract Number: RR-16-9196 Consultant: Lin Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Surveys	12	12	12	12	12	12	12	12	12	12	12	12	12	144
<b>TOTALS</b>	12	12	12	12	12	12	12	12	12	12	12	12	12	144

Contract Number: RR-16-9196

Consultant: Lin Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Surveys	12	12	12	12	12	12	12	12	12	12	12	12	12	144
<b>TOTALS</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>144</b>

Contract Number: RR-16-9196 Consultant: Lin Engineering, Ltd.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2023												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Surveys	12	12												24
<b>TOTALS</b>	12	12												24





Contract No.: RR-16-9196 Consultant: Lin Engineering, Ltd.

Date: 2/8/2018

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 60 No. OF MONTHS  
 SCHEDULED START DATE: 3/1/2018  
 RAISE DATE: 1/1/2019  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

3/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	1/1/2022 - 12/31/2022
Date	Date	Date	Date	Date
10.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0
16.67% Factor First Period	20.00% Escalation Factor Second Period	20.00% Escalation Factor Third Period	20.00% Escalation Factor Fourth Period	20.00% Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

1/1/2023 - 2/28/2023				
Date	Date	Date	Date	Date
2.0	-	-	-	-
60.0	60.0	60.0	60.0	60.0
3.33% Escalation Factor Sixth Period				

The escalation factor for this project is: 100.00%

Contract No.: RR-16-9196

Consultant: Lin Engineering, Ltd.

Date: 2/8/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES						DIRECT COST OVERTIME PREMIUM	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated O/T Hours: Average Premium O/T Hourly Rate: Total Overtime Premium:
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	10.00	
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	10.00	
No	Senior Engineer/Planner	\$40.00	\$70.00	\$54.80	\$54.80	10.00	
No	Resident Engineer	\$40.00	\$70.00				
No	Project Engineer/Planner	\$25.00	\$60.00				
No	Staff Engineer/Planner	\$20.00	\$40.00				
No	Engineer /Accountant	\$20.00	\$60.00	\$40.38	\$40.38	10.00	
No	Senior Technical Specialist	\$25.00	\$60.00	\$35.50	\$35.50	275.00	
No	Technical Specialist	\$15.00	\$50.00	\$29.67	\$29.67	275.00	
No	Architect	\$30.00	\$70.00				
No	Really Specialists	\$20.00	\$70.00	\$50.25	\$50.25	320.00	
No	Intern	\$8.25	\$20.00				
No	Admin/Clerical	\$8.25	\$40.00				

EXHIBIT "1"

Contract No.: RR-16-9196

Consultant: Lin Engineering, Ltd.

Date: 2/8/2018

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Paul B. Lin	\$50 - \$70
Project Manager	Project Manager	Fred Lin	\$40 - \$70
	Project Manager	Michael Haley	
Senior Engineer/Planner	Senior Engineer	Vincent Tabor	\$40 - \$70
	Senior Engineer	Suresh Desai	
	Senior Engineer	Koteswara Ghanta	
	Senior Engineer	Shiraz Tarique	
Resident Engineer			\$40 - \$70
Project Engineer/Planner			\$25 - \$60
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant	Civil Engineer	Samuel Lahniers	\$20 - \$60
	Civil Engineer	Zhengzhong Zhang	
	Civil Engineer	Imran Siddiqui	
	Civil Engineer	Robert Churchill	
	Civil Engineer	Joseph Hopson	
	Civil Engineer	Mouna Abdulrazzak	
	Civil Engineer	Nanditha Kothapalli	
	Civil Engineer	Fnu Zahed	
	Civil Engineer	Christopher Younker	
	Senior Technical Specialist	Senior Technician	Bogdan Dobrenko
Technical Specialist	Technician	Douglas Smedley	\$15 - \$50
	Technician	Heath Ridder	
	Technician	Robert Swoboda	
Architect			\$30 - \$70
Realty Specialists	PLS	Jeffrey W. Day	\$20 - \$70
	PLS	George Woods	
	PLS	Duane Weiss	
	PLS	Aaron Peterson	
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40

Contract No.: RR-16-9196 Consultant: Lin Engineering, Ltd.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.asp>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[https://www.illinoistollway.com/documents/20184/238673/LG\\_TOL\\_LWAY\\_XX\\_ALLOWEDIRECTCOSTS\\_12132013.PDF/b3dab3](https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWEDIRECTCOSTS_12132013.PDF/b3dab3)
  
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

Railroad Fees and Expenses

Railroad Liability Insurance

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TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 3,207.40

## ALLOWABLE DIRECT COSTS

**10.01.2013**

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

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

## **ALLOWABLE DIRECT COSTS**

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

Contract No.: RR-16-9196

Consultant: Lin Engineering, Ltd.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

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

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

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

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

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

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

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

**Others:**      Name: \_\_\_\_\_

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

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

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

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

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

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

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

**EXHIBIT F**

**Contract No. RR-16-9196**

**Lin Engineering, Ltd.**

**SCOPE OF SERVICES**



Exhibit F

Contract No. RR-16-9196

Lin Engineering, Ltd.

**Surveying Scope:** Engineering services are required to provide aerial mapping services and aerial photogrammetry services on an upon request basis for the Tollway. Lin Engineering, Ltd. Shall provide surveying services upon request, including ground control surveying.

**EXHIBIT G**

**Contract No. RR-16-9196**

**Lin Engineering, Ltd.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-55	Phase I Engineering: Reconstruction	\$379,000.00	\$50,000.00	10/1/2019
I-55	Phase I Engineering: Managed Lane	\$761,000.00	\$60,000.00	8/1/2018
159th St.	Phase III Engineering: Reconstruction	\$679,000.00	\$580,000.00	11/1/2019
IL 47	Phase II Engineering: Reconstruction	\$667,000.00	\$667,000.00	11/1/2019

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: Michael Baker International, Inc.

Contract Number: RR-16-9196

Proposal Date: 2/8/2018

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

Contract Number: RR-16-9196

Consultant:

Michael Baker International, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
LIDAR Surveys			5	6	6	6	6	6	6	6	6	6	5	58
Project Mgmt / Coord			2											2
TOTALS			7	6	6	6	6	6	6	6	6	6	5	60

Grand Total Exhibit A Hours 352

Contract Number: RR-16-9196

Consultant: Michael Baker International, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
LiDAR Surveys	5	5	6	6	6	6	6	6	6	6	6	5	69
Project Mgmt / Coord	1												1
TOTALS	6	5	6	6	6	6	6	6	6	6	6	5	70

Contract Number: RR-16-9196

Consultant: Michael Baker International, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2020												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
LiDAR Surveys	5	5	6	6	6	6	6	6	6	6	6	5	69
Project Mgmt / Coord	1												1
<b>TOTALS</b>	6	5	6	6	6	6	6	6	6	6	6	5	70



Contract Number: RR-16-9196 Consultant: Michael Baker International, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
LiDAR Surveys	5	5	6	6	6	6	6	6	6	6	6	6	5	69
Project Mgmt / Coord	1													1
<b>TOTALS</b>	6	5	6	6	6	6	6	6	6	6	6	6	5	70

Contract Number: RR-16-9196 Consultant: Michael Baker International, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
LIDAR Surveys	5	5	6	6	6	6	6	6	6	6	6	5	69
Project Mgmt / Coord	1				1								2
<b>TOTALS</b>	<b>6</b>	<b>5</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>5</b>	<b>71</b>

Contract Number: RR-16-9196

Consultant: Michael Baker International, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2023												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
LiDAR Surveys	5	5													10
Project Mgmt / Coord		1													1
<b>TOTALS</b>	5	6													11

Contract No.: RR-16-9196

Consultant: Michael Baker International, Inc.

**EXHIBIT B: FEE CALCULATIONS**

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

352.00	X	\$ 28.54	=	TOTAL DIRECT SALARY \$	10,046.08
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

Multiplier to be used on this project:	2.80
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)	

<b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b>	<b>\$ 28,129.02</b>
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**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$ 1,870.98
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**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H)	\$ -
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Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont))	\$ -
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TOTAL SERVICES BY OTHERS	\$ -
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**D. ADDITIONAL SERVICES** (Prime Consultant)

_____	(Requires prior authorization before use)
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**ADDITIONAL SERVICES** (Subconsultants)

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

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

<b>\$ 30,000.00</b>
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Contract No.: RR-16-9196

Consultant: Michael Baker International, Inc.

Date: 2/8/2018

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 60 No. OF MONTHS  
 SCHEDULED START DATE: 3/1/2018  
 RAISE DATE: 1/1/2019  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

3/1/2018 - 12/31/2018	1/1/2019 - 12/31/2019	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	1/1/2022 - 12/31/2022
Date	Date	Date	Date	Date
10.0	12.0	12.0	12.0	12.0
60.0	60.0	60.0	60.0	60.0
16.67%	20.00%	20.00%	20.00%	20.00%
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

1/1/2023 - 2/28/2023				
Date	Date	Date	Date	Date
2.0				
60.0	60.0	60.0	60.0	60.0
3.33%				
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 100.00%

Contract No.: RR-16-9196

Consultant: Michael Baker International, Inc.

Date: 2/8/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>							<b>DIRECT COST OVERTIME PREMIUM</b>		
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated Work Hours:	Average Premium O/T Hourly Rate:	Total Overtime Premium:
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	4.00	352.00	\$28.54	\$10,046.08
No	Project Manager	\$40.00	\$70.00	\$58.29	\$58.29	4.00			
No	Senior Engineer/Planner	\$40.00	\$70.00						
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$37.00	\$37.00	24.00			
No	Staff Engineer/Planner	\$20.00	\$40.00						
No	Engineer /Accountant	\$20.00	\$60.00						
No	Senior Technical Specialist	\$25.00	\$60.00						
No	Technical Specialist	\$15.00	\$50.00	\$27.10	\$27.10	300.00			
No	Architect	\$30.00	\$70.00						
No	Realty Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						
No	Admin/Clerical	\$8.25	\$40.00	\$25.75	\$25.75	20.00			

Contract No.: RR-16-9196

Consultant: Michael Baker International, Inc.

Date: 2/8/2018

Escalation Factor: 100.00%  
(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>						<b>DIRECT COST OVERTIME PREMIUM</b>	
Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Total Estimated O/T Hours: 352.00
							Average Premium O/T Hourly Rate: \$28.54
Total Direct Labor \$10,046.08							Total Overtime Premium:
							Escalated Average Premium Overtime Hourly Rate (See Note C to Right)
							Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Office Executive	O'Neill, John	\$50 - \$70
Project Manager	Project Manager II	Yun, Isaac	\$40 - \$70
	Technical Manager III	Ogier, Chris	
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Civil Engineer I	McConnell, Alicia	\$25 - \$60
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	GIT Associate I	Henderson, Kate	\$15 - \$50
	GIT Associate II	Rodgers, Ed	
	GIT Associate II	Bouasanouvong, Dexakone	
	GIT Associate II	Franitti, Eric	
	GIT Associate II	Ciccone, Mark	
	GIT Associate II	Hughes, Andrew	
	GIT Associate III	Fajardo, Celia	
	GIT Associate III	Kalmen, Joe	
	GIT Associate III	Pulgarin, Oscar	
	Survey Party Chief	Monty, Vince	
	Survey Technician	Arthur, Tanner	
	GIT Specialist I	Jurick, Jeremy	
GIT Specialist I	Anderson, Mark		
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrative Assistant III	Noss, Cheryl	\$8.25 - \$40
	Administrative Assistant III	Stephney, Blanche	



Contract No.: RR-16-9196 Consultant: Michael Baker International, Inc.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[https://www.illinoistollway.com/documents/20184/238673/LG\\_TOL\\_LWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_12132013.PDF/b3dab3](https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3)
  
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**


**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)      \$ 1,870.98**

## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## **ALLOWABLE DIRECT COSTS**

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

Contract No.: RR-16-9196

Consultant: Michael Baker International, 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-16-9196**

**Michael Baker International, Inc.**

**SCOPE OF SERVICES**

Mobile LiDAR acquisition support services and data manipulation services.

**EXHIBIT G**

**Contract No. RR-16-9196**

**Michael Baker International, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
EOWA	EOWA CM Services	\$5,000,000.00	\$300,000.00	5/31/2018
I-88 (5660)	I-88 Resurfacing CM Services	\$6,148,718.00	\$50,000.00	4/1/2018
IDNR	Dam Removal Services (on-hold)	\$990,000.00	\$500,000.00	12/31/2018
IDOT	Various Bridge Design Services	\$2,000,000.00	\$0.00	3/1/2018
IDOT	Various Phase I Services	\$2,000,000.00	\$300,000.00	9/30/2018
IDOT	Harlem Ave Phase I	\$4,502,991.00	\$1,500,000.00	8/1/2019
IDOT	Cedar St Extension Phase I/II	\$724,549.00	\$50,000.00	4/30/2018
Univ. of IL	Photogrammetry & LiDAR Services (on-hold)	\$1,000,000.00	\$225,000.00	12/31/2018
IDOT	I-90 from Cumberland to Harlem - CM	\$560,544.00	\$150,000.00	12/31/2017
IDOT	Various Phase I/II Eng Services for Structure Projects Statewide	\$1,500,000.00	\$1,500,000.00	7/31/2019
I-294	Wolf Road to O'Hare Oasis Design Services	\$1,889,975.00	\$1,500,000.00	12/31/2018

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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