

## RESOLUTION NO. 21492

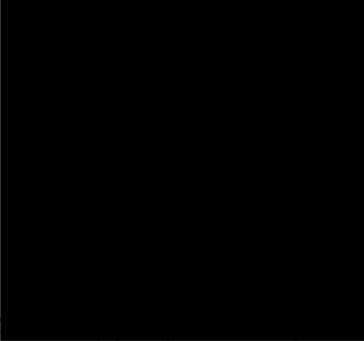
**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services on the Veterans Memorial Tollway (I-355) from Milepost 12.3 (I-55) to Milepost 29.8 (Army Trail Road) on Contract No. RR-17-4295. Chastain & Associates LLC has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$10,800,000.00. 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 Chastain & Associates LLC, to obtain Construction Management Services, for Contract No. RR-17-4295 with an upper limit of compensation not to exceed \$10,800,000.00, 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



March 28, 2018

Mr. Daniel T. Jedrzejak, President  
Chastain & Associates LLC  
120 W. Center Court  
Schaumburg, IL 60195

**Re: Contract RR-17-4295  
Construction Management Services for  
Veterans Memorial Tollway, Roadway and Bridge Rehabilitation  
I-55 (Mile Post 12.3) to Army Trail Road (Mile Post 29.8)**

**NOTICE TO PROCEED**

Dear Mr. Jedrzejak:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated February 1, 2018, for Construction Management Services for Contract RR-17-4295. You are hereby authorized to commence with the work as of March 28, 2018, and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

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

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

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

Revised: 10/27/2017

2700 Ogden Avenue | Downers Grove, IL 60515 | p. 630.241.6800 | TTY 630.241.6988  
[www.illinoistollway.com](http://www.illinoistollway.com)

**ILLINOIS TOLLWAY**



Contract RR-17-4295  
Notice to Proceed  
Page 2 of 2

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

Please contact Rick Hanba at 630-241-6800 extension 6231 for further information.

Sincerely,



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

PDK: cmhg

cc:	Greg Stukel	John Donato	Lane Closures
	Rick Hanba	Dawn Lukacs	Victoria Santiago
	Dorothy Jablonski	Sue Biggs	

File: 04.4295.01.05 LT\_Tollway\_PDK\_4295Chastain-NTP\_03282018

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

Item # 21 - RR-17-4295 Veterans Memorial Tollway, Roadway and Bridge Rehabilitation, I-55 (M.P. 12.3) to Army Trail Road (M.P. 29.8) - Construction Management Services

Prime Consultant Information		Prime Contact Information (ONLY "1")			Diversity Information				NOTE: Provide only One (1) Person under Key Personnel		ISTHA		IDOT		OTHER	
Prime Consultant Firm Name	Prime FEIN Number	Contact Name (1)	Contact Phone Number (1)	Contact Email (1)	Is Firm a D/M/WBE Yes / No	Does Proposal Contain Mentor Protégé Proposal Yes / No	Percentage Commitment of D/M/WBE on Project, INCLUDING PRIME, IF DBE	Percentage Commitment of VOSB on Project, INCLUDING PRIME, IF VOSB	Key Personnel Project Manager (1)	Key Personnel Project Engineer / Resident Engineer (1)	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee all Projects	Total Fee Remaining all Projects	Total Fee all Projects	Total Fee Remaining all Projects
Chastain & Associates LLC	37-0714576	Daniel Jedrzejak	773-714-0050	djedrzejak@chastainengineers.com	No	No	25.00%	3.00%	Daniel Jedrzejak, P.E.	Brett Roberts, P.E.	\$ 12,389,068	\$ 451,137	\$ 7,719,837	\$ 2,048,604	\$ 8,263,690	\$ 1,186,519

**Sub-Contractor Diversity Information:** The below table represents the proposer's draft "Plan to Achieve Diversity Goal." The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, if necessary, during negotiations. NOTE: Review Instructions Tab

Sub-Consultant Information		Sub Contact Information (ONLY "1")			Sub Role and % of Work		Sub-Contractor Diversity Information								
For Each Sub-Consultant Enter Prime Consultant Firm Name	Sub-Consultant Firm Name	FEIN Number	Provide "1" Project Manager for Sub-Consultant	Role (brief) of Sub-Consultant	Contact Phone Number (1)	Contact Email (1)	Percentage (%) of work to be Performed by Sub-Consultant	IL UCP, City of Chgo or N/A	City of Chicago, Cook County or N/A	City of Chicago, Cook County or N/A	Yes or No	Yes or No	Choose from the dropdown menu below	Male or Female	Yes or No
								DBE	WBE	MBE	SBA 8(a)	VOSB / SDVOSB	Ethnicity	Gender	M/P
Chastain & Associate	Material Solutions Laborato		Daniel Tiltges	Material Testing	847-466-7216	tiltgesd@msl-corp.co	4.00%	IL UCP	N/A	N/A	No	No	Asian	Male	No
Chastain & Associate	J.A. Watts, Inc.		Karl Wilson	Construction Inspecti	312-997-3720	kwilson@wincorporat	6.00%	City of Chgo	City of Chicago	N/A	No	No	Caucasian	Female	No
Chastain & Associate	Tecma Associates, Inc.		Jared Kirchheimer	Construction Inspecti	773-410-1531	jared@tecmaenginee	7.00%	City of Chgo	N/A	City of Chicago	No	No	Asian	Male	No
Chastain & Associate	ABNA Engineering, Inc.		Abe Adewale	Construction Inspecti	773-881-4788	aadewale@abnacorp	8.00%	IL UCP	N/A	City of Chicago	No	No	African American	Male	No
Chastain & Associate	American Veterans Constru		John Sugrue	Construction Inspecti	773-418-5904	john@americanveter	3.00%	N/A	N/A	N/A	No	Yes	Caucasian	Male	No
Chastain & Associate	Strand Associates, Inc.		Tony Standish	Construction Inspecti	815-744-4200	tony_standish@strand	8.00%	N/A	N/A	N/A	No	No	Caucasian	Male	No

Intentionally Left Blank

Added two DSE consultants and their subs (see email string regarding the add-on).

- 1) Patrick Engineering, Inc.
  - EJM Engineering, Inc, DBE 0.09%
- 2) Primera Engineers, Ltd., DBE 2.12%
  - 2IM Group, LLC, DBE 0.04%
  - Ciorba Group, Inc.
  - Gandhi & Associates, Inc., DBE 0.04%
  - Garza Karhoff Engineering, LLC, DBE 0.09%
  - SE3, LLC, DBE 0.11%

Contract: RR-17-4295

Prime: Chastain & Associates, LLC

### **Key Personnel**

Please note, Classifications with a check mark are the only ones needed per the PSB solicitation requirements.

## 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:	Daniel Jedrzejak		
Firm:	Chastain & Associates LLC		
Category:	IL Licensed Professional Engineer		
Office Address:	120 W. Center Ct.		
City:	Schaumburg	State:	IL

Project Manager (Item 29)			
Name:			
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:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

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

Structural Engineer (Items 1–11, 23, 30–33)			
Name:			
Firm:			
Category:	IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Roadway QC/QA (Items 1–15 & 31–33)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Structures QC/QA (Items 1–15 & 31–33)			
Name:			
Firm:			
Category:	IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Electrical Engineer (Items 12 & 13)			
Name:			
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:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Resident Engineer (Items 17-27)</b>			
Name:	Brett Roberts		
Firm:	Chastain & Associates LLC		
Category:	PE		
[REDACTED]			
Office Address:	120 W. Center Ct.		
City:	Schaumburg	State:	IL

<b>Materials Coordinator (Items 17-27)</b>			
Name:	Ray Rasner		
Firm:	Chastain & Associates LLC		
Category:			
License #:			
Year Registered:		State:	
Office Address:	120 W. Center Ct.		
City:	Schaumburg	State:	IL

<b>Document Technician (Items 17-27)</b>			
Name:	Chad Gunderson		
Firm:	Chastain & Associates LLC		
Category:	Documentation Certification Number- IDOT class S-14		
[REDACTED]			
Office Address:	120 W. Center Ct.		
City:	Schaumburg	State:	IL

<b>Materials QA Technician (Items 17-27)</b>			
Name:	Zach Barrie		
Firm:	Material Solutions Laboratory		
Category:			
License #:			
Year Registered:		State:	
Office Address:	1040 Bonaventure Dr.		
City:	Elk Grove Village	State:	IL

<b>Geotechnical Lead (Item 16)</b>			
Name:			
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:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

<b>Asst. Resident Engineer</b>			
Name:	Kyle Troka		
Firm:	Strand Associates		
Category:	PE		
[REDACTED]			
Office Address:	1170 Houbolt Rd.		
City:	Joliet	State:	IL

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

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

**EXHIBIT F - Letter of Intent**

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

Project Name: Veterans Memorial Tollway Roadway & Bridge Rehab., I-55 to Army Trail Road Project/Solicitation Number: PSB 17-3, Item 21

Name of Prime Vendor: Chastain & Associates LLC VOSB Compliance Contact: Daniel Jedrzejak, P.E.

Address: 120 W. Center Court

City: Schaumburg State: IL Zip Code: 60195

Telephone: 773-714-0050 Fax: 773-714-0055 Email: djedrzejak@chastainengineers.com

Name of Certified VOSB Vendor: American Veterans Construction, LLC

Address: 5000 W. Sunnyside VOSB Compliance Contact: Robert Tamillo

City: Chicago State: IL Zip Code: 60630

Telephone: 773-842-0338 Fax: N/A Email: bob@americanveteransco.com

Type of agreement:  Services

Anticipated start date of the Certified VOSB Vendor: The project is scheduled to start in 2017.


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


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


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

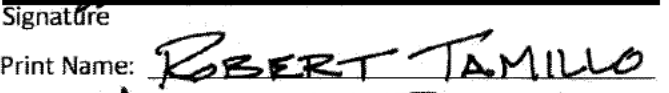
Construction inspection and documentation services for proposed roadway and bridge rehabilitation on the Veterans Memorial Tollway.

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

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


Signature:   
Print Name: Daniel Jedrzejak  
Title: Principal  
Date: April 20, 2017

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


Signature:   
Print Name: ROBERT TAMILLO  
Title: MANAGING PARTNER  
Date: 4/21/17



April 17, 2017

Mr. Robert Tamillo  
American Veterans Construction, LLC  
5000 W Sunnyside  
Chicago, IL 60630

Dear Robert Tamillo:

Re: Veteran Owned Small Business (VOSB)  
SDVOBE Certification Approval  
Certification Term Expires: February 28, 2018

Congratulations! After reviewing the information you supplied, we are pleased to inform you that your firm has been granted certification as a Veteran Owned Small Business (VOSB) under the Veterans Business Program (VBP).

The VBP accepts the United States Department of Veteran Affairs – Center for Veterans Enterprise's certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the United States Department of Veteran Affairs – Center for Veterans Enterprise.

At least 60 days prior to the anniversary day of your certification, you will be notified by the VBP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify the VBP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

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

**NIGP 90900: BUILDING CONSTRUCTION SERVICES**  
**NIGP 95826: CONSTRUCTION MANAGEMENT SERVICES**  
**NIGP 95877: PROJECT MANAGEMENT SERVICES**

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

Thank you for your participation in the VBP. We welcome your participation and wish you continued success.

Sincerely,



Carlos Gutiérrez  
Certification Manager  
Veterans Business Program

**Vendor Information**

CLOSE WINDOW

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

Business Name **American Veterans Construction, LLC**  
 Owner **Mr. Robert Tamiillo**  
 Address **5000 W Sunnyside**  
 > [Map This Address](#) **Chicago, IL 60630**  
 Phone **773-842-0338**  
 Email **[bob@americanveteransco.com](mailto:bob@americanveteransco.com)**  
 Website **<http://americanveteransco.com>**  
 Ethnicity **Caucasian**  
 Gender **Male**  
 County **Cook (IL)**

**Certification Information**

Certifying Agency **State of Illinois Central Management Services**  
 Certification Type **VOSB - Veteran Owned Small Business**  
 Renewal Date **2/28/2018**  
 Expiration Date **2/28/2022**  
 Certified Business Description **Construction Management Services,  
 Project Management Services**

**Commodity Codes**

Code	Description
NIGP 90900	BUILDING CONSTRUCTION SERVICES
NIGP 95826	Construction Management Services
NIGP 95877	Project Management Services

**Additional Information**

Region **Metro Chicago**



RR-17-4295

# Unified Certification Program - Search

Contractor Details

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

Print

## Material Solutions Laboratory Corporation

Email: sam@msl-corp.com

Phone: (847) 466-7216

Fax: (847) 285-1712

Samir Kukadia  
1040 Bonaventure Dr.  
Elk Grove Village, IL  
60007

County: Cook

Categories: Architecture\Engineering, Construction, Professional

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

RR-17-4295

**Vendor Information**

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

Business Name	J.A. Watts Inc.
Owner	Ms. Julie Watts
Address	940 W ADAMS ST STE 400
> <a href="#">Map This Address</a>	CHICAGO, IL 60607-3753
Phone	312-997-3720
Fax	312-997-3726
Email	<a href="mailto:jwatts@jwincorporated.com">jwatts@jwincorporated.com</a>
Website	<a href="http://www.jwincorporated.com">http://www.jwincorporated.com</a>
Ethnicity	Caucasian
Gender	Female
County	Cook (IL)

**Certification Information**

Certifying Agency	State of Illinois Central Management Services
Certification Type	WBE - Women Business Enterprise
Renewal Date	6/25/2018
Expiration Date	6/25/2018
Certified Business Description	Management Consulting

**Commodity Codes**

Code	Description
NIGP 91875	Management Consulting

**Additional Information**

Region	Metro Chicago
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RR-17-4295

**Vendor Information**

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

Business Name **Tecma Associates, Incorporated**  
 Owner **Mr. Hari Rabidia**  
 Address **5519 North Cumberland Avenue Suite 1010**  
 > [Map This Address](#) **Chicago, IL 60656-4729**  
 Phone **773-763-5555**  
 Fax **773-763-5577**  
 Email **[manesh@tecmaengineering.com](mailto:manesh@tecmaengineering.com)**  
 Website **<http://www.tecmaengineering.com>**  
 Ethnicity **Asian American**  
 Gender **Male**  
 County **Cook (IL)**

**Certification Information**

Certifying Agency **State of Illinois Central Management Services**  
 Certification Type **MBE - Minority Business Enterprise**  
 Renewal Date **4/26/2018**  
 Expiration Date **4/26/2018**  
 Certified Business Description **Engineering Services, Professional  
 ENGINEERING SERVICES, PROFESSIONAL  
 Civil Engineering  
 Facilities Design Services, Engineering  
 General Construction: Management, Scheduling, Cost Estimation  
 - Engineering  
 Surveyor Services, Land  
 Land Surveying**

**Commodity Codes**

Code	Description
NIGP 925	Engineering Services, Professional
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 92517	Civil Engineering
NIGP 92537	Facilities Design Services, Engineering
NIGP 92544	General Construction: Management, Scheduling, Cost Estimation - Engineering
NIGP 92586	Surveyor Services, Land
NIGP 96460	Land Surveying

**Additional Information**

Region **Metro Chicago**  
**City of Chicago**

**Vendor Information**

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[Print](#)

**Business & Contact Information**

Business Name **ABNA Engineering, Inc.**  
 Owner **Ms. Nicole Adewale**  
 Address **4140 Lindell Blvd.**  
 > [Map This Address](#) **St. Louis, MO 63108**  
 Phone **773-881-4788**  
 Fax **773-881-4788**  
 Email **[nadewale@abnacorp.com](mailto:nadewale@abnacorp.com)**  
 Ethnicity **African American**  
 Gender **Female**

**Certification Information**

Certifying Agency **State of Illinois Central Management Services**  
 Certification Type **WMBE - Women/Minority Business Enterprise**  
 Renewal Date **1/12/2019**  
 Expiration Date **1/12/2023**  
 Certified Business Description **Feasibility Studies (Consulting), ENGINEERING SERVICES, PROFESSIONAL, Civil Engineering, Highways, Streets, Airport Pay-Parking Lots - Engineering, Inspecting, Structural/Engineering, Sanitary Engineering, Traffic and Transportation Engineering, Land Surveying**

**Commodity Codes**

Code	Description
NIGP 91846	Feasibility Studies (Consulting)
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 92517	Civil Engineering
NIGP 92549	Highways, Streets, Airport Pay-Parking Lots - Engineering
NIGP 92556	Inspecting, Structural/Engineering
NIGP 92583	Sanitary Engineering
NIGP 92593	Traffic and Transportation Engineering
NIGP 96460	Land Surveying

**Additional Information**

Region **Out-of-State**

RR-17-4295

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

Business Name **EJM Engineering, Inc., DBA EJM Engineering, Inc.**  
 Owner **Ms. Jing Li, PE**  
 Address **411 S. Wells St., STE 1000**  
 > [Map This Address](#) **Chicago, IL 60607-3927**  
 Phone **312-922-1700 Ext. 124**  
 Fax **312-922-3311**  
 Email **[cli@ejmengineering.com](mailto:cli@ejmengineering.com)**  
 Website **<http://www.ejmengineering.com>**  
 Ethnicity **Asian American**  
 Gender **Female**  
 County **Cook (IL)**

**Certification Information**

Certifying Agency **State of Illinois Central Management Services**  
 Certification Type **WMBE - Women/Minority Business Enterprise**  
 Renewal Date **9/20/2018**  
 Expiration Date **9/20/2018**  
 Certified Business Description **ENGINEERING SERVICES, PROFESSIONAL / Civil Engineering / Electrical Engineering / Facilities Design Services, Engineering / Traffic and Transportation Engineering / Urban Planning Consulting**

**Commodity Codes**

Code	Description
NIGP 91892	Urban Planning Consulting
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 92517	Civil Engineering
NIGP 92531	Electrical Engineering (Incl, Cogeneration Design Services)
NIGP 92537	Facilities Design Services, Engineering
NIGP 92593	Traffic and Transportation Engineering

**Additional Information**

Region **Metro Chicago**  
 Reciprocal Certification Agency **City of Chicago**

RR-17-4295

**Vendor Information**

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

Business Name **Primera Engineers, Ltd.**  
 Owner **Ms Erin Inman**  
 Address **100 S. WACKER DR., SUITE 700**  
 > [Map This Address](#) **CHICAGO, IL 60606**  
 Phone **312-606-0910**  
 Fax **312-606-0415**  
 Email **[erinman@primeraeng.com](mailto:erinman@primeraeng.com)**  
 Website **<http://www.PrimeraEng.com>**  
 Ethnicity **Caucasian**  
 Gender **Female**  
 County **Cook (IL)**

**Certification Information**

Certifying Agency **State of Illinois Central Management Services**  
 Certification Type **WBE - Women Business Enterprise**  
 Renewal Date **11/3/2018**  
 Expiration Date **11/3/2022**  
 Certified Business Description **Construction Management Services,  
 ENGINEERING SERVICES, PROFESSIONAL,  
 ARCHITECTURAL SERVICES, PROFESSIONAL,  
 Construction Consulting**

**Commodity Codes**

Code	Description
NIGP 90600	ARCHITECTURAL SERVICES, PROFESSIONAL
NIGP 91831	Construction Consulting
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 95826	Construction Management Services

**Additional Information**

Region **Metro Chicago**

RR-17-4295

**Vendor Information**

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

Business Name **Garza Karhoff Engineering, LLC**  
 Owner **Brenda Karhoff**  
 Address **120 N. Lasalle Street**  
 > [Map This Address](#) **Suite 1410**  
**Chicago, IL 60602**  
 Phone **312-428-2596 Ext. 1**  
 Email **[bgarza001@msn.com](mailto:bgarza001@msn.com)**  
 Website **<http://www.gke-llc.com>**  
 Ethnicity **Hispanic**  
 Gender **Female**  
 County **Cook (IL)**

**Certification Information**

Certifying Agency **State of Illinois Central Management Services**  
 Certification Type **MBE - Minority Business Enterprise**  
 Renewal Date **12/20/2018**  
 Expiration Date **12/20/2018**  
 Certified Business Description **Drafting Services**  
**Energy Management Engineering**  
**Field Engineering**  
**Structural Engineering**  
**ENGINEERING SERVICES, PROFESSIONAL**

**Commodity Codes**

Code	Description
NIGP 90738	Drafting Services
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 92534	Energy Management Engineering
NIGP 92538	Field Engineering
NIGP 92588	Structural Engineering

**Additional Information**

Reciprocal Certification Agency **IDOT**

RR-17-4295

# Unified Certification Program - Search

Contractor Details

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

Print

## SE3, LLC

Vernal Stewart

230 SW Main St. Ste. 213

Lee's Summit, MO

64063-0000

**Email:** vstewart@se3.us

**Phone:** 630-641-9900

**Fax:** 708-469-2566

**County:** Jackson

**Categories:** Architecture\Engineering, Professional

### NAICS

541330-Engineering services

541512-Computer Systems Design Services

541611-Administrative Management and General Management Consulting Services

### Speciality

541330 - Freeways, Roads and Streets, Traffic Signals,

Studies: Traffic and Safety, Reconstruction/Major

Rehabilitation, Rehabilitation and Construction Inspection

541611 - Program Management, Program Controls

541512 - Systems Design/Deployment

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Version: 1.1.27.5458



RR-17-4295

**Vendor Information**

CLOSE WINDOW

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

Business Name **Gandhi & Associates, Inc.**  
 Owner **Mr. P. K. Gandhi**  
 Address **6035 N. Northwest Hwy. - STE 306**  
 > [Map This Address](#) **Chicago, IL 60631-2500**  
 Phone **773-774-5910**  
 Fax **773-774-3815**  
 Email [pkg@pkgandhi.com](mailto:pkg@pkgandhi.com)  
 Website [pkgandhi.com](http://pkgandhi.com)  
 Ethnicity **Asian American**  
 Gender **Male**  
 County **Cook (IL)**

**Certification Information**

Certifying Agency **State of Illinois Central Management Services**  
 Certification Type **MBE - Minority Business Enterprise**  
 Renewal Date **10/14/2018**  
 Expiration Date **10/14/2020**  
 Certified Business Description **ENGINEERING SERVICES, PROFESSIONAL**  
**Civil Engineering**  
**Electrical Engineering (Incl, Cogeneration Design Services)**  
**Energy Management Engineering**  
**Field Engineering**

**Commodity Codes**

Code	Description
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 92517	Civil Engineering
NIGP 92531	Electrical Engineering (Incl, Cogeneration Design Services)
NIGP 92534	Energy Management Engineering
NIGP 92538	Field Engineering

**Additional Information**

Region **Metro Chicago**

RR-17-4295

**Vendor Information**

CLOSE WINDOW

 HELP

**Vendor Information**

Business Name                    **2IM Group, LLC**

Owner                                **Luis Montgomery**

Address                            **118 South Clinton Street**  
    **Suite 350**  
    **Chicago, IL 60661**

[> Map This Address](#)

Phone                                **312-441-9554 Ext. 2120**

Fax                                    **312-441-9558**

Email                                [luis.m@2imgroup.com](mailto:luis.m@2imgroup.com)

Website                             <http://www.2imgroup.com>

**Certification Information**

Certifying Agency                **Cook County**

Certification Type                **MBE - Minority Business Enterprise**

Certification Date                **9/7/2017**

Renewal Date                      **9/7/2018**

Expiration Date                  **9/7/2019**

Certified Business Description   **Professional Service: Civil Engineering Services**

**Commodity Codes**

Code	Description
NAICS 237990	Drainage project construction
NAICS 237990	Other Heavy and Civil Engineering Construction
NAICS 541330	Civil engineering services

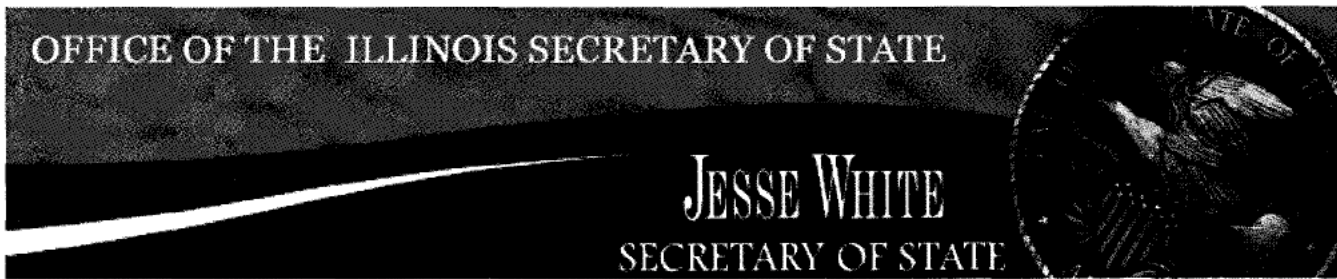
**Additional Information**

**Customer Support**

[Print This Page](#)

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RR-17-4295



**LLC FILE DETAIL REPORT**

File Number	04284011		
Entity Name	CHASTAIN & ASSOCIATES LLC		
Status	ACTIVE	On	04/11/2017
Entity Type	LLC	Type of LLC	Domestic
File Date	04/01/2013	Jurisdiction	IL
Agent Name	DANIEL T JEDRZEJAK	Agent Change Date	08/22/2016
Agent Street Address	5 N COUNTRY CLUB RD.	Principal Office	5 N COUNTRY CLUB RD DECATUR, IL 62521
Agent City	DECATUR	Managers	<a href="#">View</a>
Agent Zip	62521	Duration	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2018
Assumed Name	ACTIVE - BGM & ASSOCIATES ACTIVE - MDES		
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

[Return to the Search Screen](#)

Select Certificate of Good Standing for Purchase  
(One Certificate per Transaction)

**OTHER SERVICES**

- [File Annual Report](#)
- [Adopting Assumed Name](#)
- [Articles of Amendment Effecting A Name Change](#)
- [Change of Registered Agent and/or Registered Office Address](#)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

RR-17-4295

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:30 02/13/18

ACTION: S

Chastain & Associates LLC

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 07:31 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

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:31 02/13/18

ACTION: S

Material Solutions Laboratory Corp.

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 07:31 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

RR-17-4295

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:31 02/13/18

ACTION: S

J.A. Watts, Inc.

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

RR-17-4295

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:31 02/13/18

ACTION: S

*Tecma Associates, Inc.*

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

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RR-17-4295

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:31 02/13/18

ACTION: S

ABNA Engineering, Inc.

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

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RR-17-4295

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:31 02/13/18

ACTION: S

American Veterans Construction, LLC

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

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RR-17-4295

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:32 02/13/18

ACTION: S

Strand Associates, Inc.

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 07:32 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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RR-17-4295

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:32 02/13/18

ACTION: S

Patrick Engineering, Inc.

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

RR-17-4295

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:32 02/13/18

ACTION: S

EJM Engineering, Inc.

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

RR-17-4295

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:32 02/13/18

ACTION: S

Primera Engineers, Ltd.

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

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\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

RR-17-4295

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:32 02/13/18

ACTION: S

Garza Karhoff Engineering, LLC

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER:

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

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RR-17-4295

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:33 02/13/18

ACTION: S

SE3, LLC

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

RR-17-4295

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:32 02/13/18

ACTION: S

Gandhi and Associates, Inc.

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



RR-17-4295

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:32 02/13/18

ACTION: S

2IM Group, LLC

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:32 02/13/18

ACTION: S

*Ciorba Group, Inc.*

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

## CONSTRUCTION MANAGER 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 **CHASTAIN & ASSOCIATES LLC**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSTRUCTION MANAGER".

### WITNESSETH:

WHEREAS, the CONSTRUCTION MANAGER has submitted a proposal dated **February 1, 2018**, to provide construction management services for Contract No. **RR-17-4295** for **Veterans Memorial Tollway, Roadway and Bridge Rehabilitation, I-55 (Mile Post 12.3) to Army Trail Road (Mile Post 29.8)**; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 17-3, Item 21**, staffed with professional licensed engineers, experienced and well-able to perform the construction section engineering services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

### ARTICLE I

#### General Provisions

A. The CONSTRUCTION MANAGER shall perform all construction management services for Contract No. **RR-17-4295** for **Veterans Memorial Tollway, Roadway and Bridge Rehabilitation, I-55 (Mile Post 12.3) to Army Trail Road (Mile Post 29.8)** in accordance with the requirements and terms of this Agreement and the proposal from the CONSTRUCTION MANAGER of **February 1, 2018**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

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

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

## ARTICLE II

### Time of Performance

Upon receipt of a Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the CONSTRUCTION MANAGER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or February 23, 2018** and ending **October 31, 2021**, in accordance with the schedule included in the attached proposal.

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

## ARTICLE III

### Compensation

The CONSTRUCTION MANAGER shall perform all construction management services as required herein, and the TOLLWAY shall pay the CONSTRUCTION MANAGER as compensation therefor, the CONSTRUCTION MANAGER'S actual payroll costs times a multiplier of **2.8000**, and reimbursement of certain direct expenses (as shown in Exhibit "1"), with an upper limit of compensation of **Ten Million, Eight Hundred Thousand Dollars and No Cents (\$10,800,000.00)**. If, in the opinion of the CONSTRUCTION MANAGER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the CONSTRUCTION MANAGER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior approval of the Chief Engineering Officer. The CONSTRUCTION MANAGER must ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XVIII.

## ARTICLE IV

### Compliance with State and Other Laws

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

### Governing Law; Exclusive Jurisdiction

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

### Confidentiality

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

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

## ARTICLE V

### Responsibility for Injuries and Damages

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

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

## ARTICLE VI

### Insurance

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

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

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

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

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

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

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

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

## ARTICLE VII

### Ownership of Documents

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

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

ARTICLE VIII  
Financial Statement

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

ARTICLE IX  
Successors and Assigns

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

ARTICLE X  
Subcontractors

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

ARTICLE XI  
Suspension

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



## ARTICLE XII

### Termination

#### A. Termination Without Cause

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

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

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

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

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

B. Termination for Cause

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

2. Conditions for termination for cause are as follows:

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

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

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

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIII

Solicitations

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

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

#### ARTICLE XIV

##### Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the CONSTRUCTION MANAGER at **Chastain & Associates LLC, 120 W. Center Court, Schaumburg, Illinois, 60195**, or to the Chief Engineering Officer, at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

#### ARTICLE XV

##### Record Retention and Audit

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

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

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

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

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

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

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

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

## ARTICLE XVI

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

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

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

## ARTICLE XVII

### Miscellaneous

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

## ARTICLE XVIII

### Inspector General

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

## ARTICLE XIX

### Engineer Selection Process

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

## ARTICLE XX

### Report of a Change in Circumstances

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

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


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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT RR-17-4295 the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

CHASTAIN & ASSOCIATES LLC


By  3/27/18  
Chair/Executive Director - Signature Date  
Robert Schillerstrom/~~Greg Bodnar~~

 2-9-18  
President - Signature Date

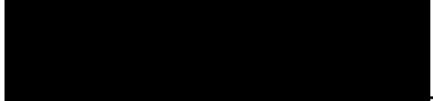
*Elizabeth Gorman*

*Daniel T Jedrzejak*  
Printed Name as Signed Above

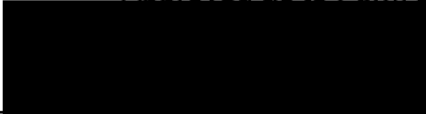
APPROVED:

 3/22/18  
Chief Financial Officer - Signature Date  
Michael Colsch

APPROVED:

 3/22/18  
Acting General Counsel - Signature Date  
Elizabeth Oplawski

Approved as to Form and Constitutionality

 3-20-2018  
Attorney General, State of Illinois - Robert Lane - Signature Date



## CONSTRUCTION MANAGER PROPOSAL

### FOR CONTRACT NUMBER RR-17-4295

This proposal, dated February 1, 2018, is submitted by Chastain & Associates LLC of Schaumburg, Illinois for Construction Manager's Service.

#### DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract RR-17-4295 for which we propose to provide Construction Manager Services is Veterans Memorial Tollway I-355, Roadway and Bridge Rehabilitation, I-55 (M.P. 12.3) to Army Trail Road (M.P. 29.8), in DuPage County (Counties), Illinois.

#### SCOPE OF CONSTRUCTION MANAGER SERVICES

Construction Manager Services following selection from PSB 17-3 will be provided for all items of work included in the Contract Requirements for the above Construction Contract and will conform with the Illinois State Toll Highway Authority's *Construction Manager's Manual*, in effect at the date the contract is awarded, and as revised thereafter, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY" current practices. These services shall include the responsibility for administration of the referenced Construction Contract in accordance with the applicable Construction Manager's Manual; manage the work as required by the Contract Documents; responsible for all on-site and off-site material testing; document all activities pertaining to the execution of the work; prepare all reports, payment estimates and other required documents; submit a "Record Drawing" set of plans; submit all project records, documents and the project close-out records properly indexed and cross-referenced in a manner which can be easily reviewed by the TOLLWAY at the same time the final pay estimate is submitted; and carry out the policies of the TOLLWAY.

#### FEE PROPOSAL

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

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

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

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

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

**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 CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER at the start of the project. A revised "Certified Payroll Summary" must be submitted at the time of annual labor rate increases and when a newly hired employee is added to the TOLLWAY project.

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

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

Timesheets for each employee billed to the contract must be submitted with the invoice. The timesheets must be signed by both the employee and the employee's supervisor.

The timesheets must include all hours paid to the employee, including non-billable time and time worked on other projects.

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

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

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the CONSTRUCTION MANAGER, for all costs, shall be \$ 10,800,000.00 (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 Construction Management services for all items of work included in the Scope of Construction Manager Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the CONSTRUCTION MANAGER, Exhibits A-H (Cont.) must be submitted by the CONSTRUCTION MANAGER for TOLLWAY approval prior to commencement of the work.

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

This request shall include the following:

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

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

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

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

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

TOLLWAY.

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

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

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

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

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

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

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

books and documents.

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

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

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

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

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

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

THIS PROPOSAL FOR CONSTRUCTION MANAGER SERVICES FOR

CONTRACT RR-17-4295

SUBMITTED BY:

FIRM NAME: Chastain & Associates LLC

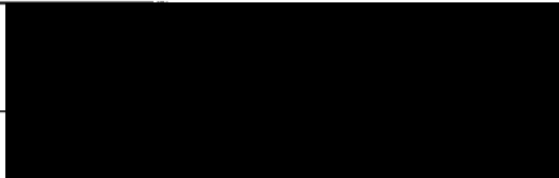
ADDRESS: 120 W. Center Court

CITY, STATE &  
ZIP CODE: Schaumburg, IL 60195

TELEPHONE: 773-714-0050

FACSIMILE: 773-714-0055

SIGNED BY: \_\_\_\_\_



PRINTED NAME: Daniel T. Jedrzejak

TITLE: Principal



**EXHIBIT G**

**Contract RR-17-4295**

**Chastain & Associates LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Agency/ University</b>	<b>Project Title</b>	<b>Status</b>	<b>Value</b>	<b>Contract Reference/P.O./Illinois Procurement Bulletin #</b>
IDOT	IL 29	In Progress	\$1M	PTB 153-044
IDOT	IL 17	In Progress	\$201,062	PTB 147-023
IDOT	Various/Various	In Progress	\$585,000	PTB 150-025
IDOT	Dist. 7 – D-97-016-13	In Progress	\$500,000	PTB 167-020
ISTHA	I-90 Fox River Bridge	In Progress	\$3.3M	I-12-4048 / #22026572
CDB	Dredging, Beneficial Reuse	In Progress	\$35,000	102-252-022
ISTHA	M1 Maintenance Facility	In Progress	\$1M	RR-13-4146 / #22031831
IDOT	District 3 Var-Var	In Progress	\$1M	PTB 172-019
ISTHA	Barrington Road Interchange	In Progress	\$156,500	I-14-4192/#22033892
ISTHA	C.M. Services Upon Request	In Progress	\$360,000	RR-14-9171
ISTHA	C.M. Services Upon Request	In Progress	\$450,000	I-16-4249
ISTHA	J.O.C Program Management	In Progress	\$400,000	RR-17-9202
ISTHA	I-355 Roadway & Bridge Rehabilitation	Pending	\$11M	RR-17-4295 / #22040497

Please explain the procurement relationship: Vendor.

## CONFLICT OF INTEREST REVIEW AND DETERMINATION

If a vendor or subcontractor discloses any of the relationships identified in Section 50-35(b) of the Procurement Code, the Agency/University must complete this form and submit it to the assigned SPO for further action, which may include forwarding the form to the CPO or the PPB.

Sections I-V must be completed by the Agency/University and must not have any blank responses; if a question is not applicable, complete by stating "N/A".

### SECTION I - AGENCY/UNIVERSITY REQUESTING THE REVIEW

Using Agency/University: Illinois State Toll Highway Authority

Contact Person: Paul D. Kovacs

Title: Chief Engineering Officer

Phone: 630-241-6800 x3901

Email: PaulKovacs@getipass.com

### SECTION II - VENDOR/SUBCONTRACTOR INFORMATION NEEDING REVIEW

Name of Vendor/Subcontractor: Chastain & Associates LLC

Contact Person: Daniel Jedrzejak

Title: Principal

Phone: 773-714-0050

Email: djedrzejak@chastainengineers.com

### SECTION III - PROPOSED CONTRACT INFORMATION

Describe the proposed contract: See attached.

Procurement Bulletin Reference Number: 22040497 Date Award Posted to Bulletin: Not Yet Published

This is the:  Initial Contract  Renewal Contract Number: RR-17-4295

Contract/Renewal Estimated Start Date: 4/1/2018 Contract/Renewal Estimated End Date: 10/31/2021

Describe future renewal options (i.e. 1 two-year option): N/A

Total Contract/Renewal Amount: \$ 10,800,000.00 Value is:  Actual  Estimated

The entity with the potential conflict of interest is the:  Prime or Awarded Vendor  
 Subcontractor Subcontractor of:  
 Parent Parent of:

If this is a conflict of interest review for a subcontractor, what is the estimated value of the subcontract? \$ N/A

What was the original method of procurement used to select this vendor (RFP, IFB, Small Purchase, Sole Source, Emergency, etc.)?  
See attached.

**SECTION IV - EXPLANATION OF POTENTIAL CONFLICTS OF INTEREST**

1. Provide the following information for EACH individual identified as having any of the relationships identified in Section 50-35 (b) of the Procurement Code:

Name of individual: **Curtis Cook**

Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **See attached.**

Does the relationship disclosed involve an Agency/University State employee:  Yes  No

If Yes, complete the following:

Start date:

Job title and responsibilities:

Individual's annual salary: \$

Was this individual in a position to influence the State's award of this contract?  Yes  No

2. Explain the potential or actual conflict of interest:

**See attached.**

3. Why is it in the best interest of the agency/university to contract with this vendor despite the potential or actual conflict of interest? **See above described need for this contract.**

4. Has the PPB previously reviewed the potential conflict of interest in the current fiscal year and recommended no further action?  Yes  No

If yes, describe any change in circumstance and how that might result in a different ruling.

5. What is the funding source for this contract? (check all that apply)

Federal Funds  State Appropriated Funds  Other (Explain): **Illinois Tollway Capital Program**

**SECTION V - AGENCY/UNIVERSITY REPRESENTATIVE CHECKLIST AND SIGNATURE**


The following documents are included with this request to the SPO:

- Copy of Agency/University Internal Approval or waiver of the conflict
- Completed and Signed Conflict of Interest Review and Determination Form
- Copy of Proposed Contract (may be the proposed contract sent in with a RFP response, a copy of the solicitation response, etc.)
- Copy of the Disclosure/Certification Documents Submitted by the Vendor
- Prior Procurement Policy Board Conflict of Interest Review Letter for this Vendor

Additional information:

As authorized representative of the Agency/University, I do not view the relationship disclosed above as creating a potential for a conflict of interest based on the circumstance and accordingly request authorization to proceed with the contract.

As authorized representative of the Agency/University, I am submitting this information for review in order to determine whether there is a potential for a conflict based on the described circumstance, and request authorization to proceed with the contract for the reasons stated above.

  
\_\_\_\_\_  
Agency/University Representative Signature  
Paul D. Kovacs

Chief Engineering Officer

\_\_\_\_\_  
Agency/University Representative Title  
PaulKovacs@getipass.com

2/2/14

\_\_\_\_\_  
Date  
630-241-6800 x3901

\_\_\_\_\_  
Agency/University Representative Printed Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone

**SECTION VI – STATE PURCHASING OFFICER REVIEW AND SIGNATURE**

I do not view the relationship disclosed above as creating a potential for a conflict of interest. The disclosed relationship does not preclude the Agency/University from entering into the proposed contract for the supplies or services outlined in this form. [SPO to send signed form to the Agency/University—no referral to CPO or PPB necessary]

I find the request and justification is not sufficiently clear and needs CPO review and determination whether the disclosed information presents a potential for a conflict of interest. [SPO to forward material to CPO]

I find a potential for a conflict of interest and refer this request to the PPB for review and recommendation. All relationships disclosed under 50-35(b)(1) or (b)(2) are considered as presenting a potential for a conflict. [SPO to scan and email signed copies (keep originals) to: matthew.vonbehren@illinois.gov with cc: to deanna.rossetto@illinois.gov and tonya.wallace@illinois.gov.]

Additional comments:

[Redacted signature area]

SPO Signature  
vsantiago@getipass.com  
Email Address

Victoria Santiago  
SPO Printed Name  
630-241-6800 x2336  
Telephone

2/15/18  
Date

**SECTION VII– CHIEF PROCUREMENT OFFICER REVIEW AND SIGNATURE (required if SPO refers to CPO for further review)**

After considering the material provided, I do not view the relationship disclosed above as creating a potential for a conflict of interest. The disclosed relationship does not preclude the Agency/University from entering into the proposed contract. [CPO to send signed form to SPO for distribution to the Agency/University]

After considering the material provided, I find a potential for a conflict of interest and refer this request to the PPB for review and recommendation. The Agency/University may not enter into the proposed contract pending recommendation of the PPB and subsequent final determination by the CPO. [CPO to scan and email signed copies (not originals) of material provided to the PPB.]

Additional comments:

\_\_\_\_\_  
CPO Signature  
\_\_\_\_\_  
Email Address

\_\_\_\_\_  
CPO Printed Name  
\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**SECTION VIII – PROCUREMENT POLICY BOARD REVIEW AND SIGNATURE (required only if SPO/CPO refers to PPB for further review)**

After careful review of the documentation provided, I do not view the relationship disclosed above as creating a conflict of interest sufficient to preclude the Agency/University from entering into the proposed contract.

After careful review of the documentation provided, I view the relationship disclosed above as creating a conflict of interest sufficient to preclude the Agency/University from entering into the proposed contract. The detailed reasons are shown on the attached Recommendation of the Procurement Policy Board. This recommendation shall be forwarded to the Executive Ethics Commission and the Procurement Policy Board. Section 50-35(d) of the Procurement Code.

[Redacted signature area]

Procurement Policy Board Signature  
matthew.vonbehren@illinois.gov  
Email Address

Matt von Behren  
Procurement Policy Board Printed Name  
217-785-3988  
Telephone

2/20/18  
Date

### SECTION III – PROPOSED CONTRACT INFORMATION

*Describe the Proposed Contract:* Phase III engineering services are required for the construction inspection and supervision for the proposed roadway and bridge rehabilitation on the Veteran Memorial Tollway between M.P. 12.3 (I-55) to M.P. 29.8 (Army Trail Road) in DuPage County, Illinois.

The Consultant will perform on-site inspection, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway specifications. The Consultant may be required to review and make comments on Pre-Final Design Plans submitted to the Tollway for constructability.

*What was the original method of procurement used to select this vendor (RFP, IFB, Small Purchase, Sole Source, Emergency, etc.)?*

Chastain & Associates, LLC was selected based on the qualification based selection process as solicited through the Tollway's Professional Services Bulletin (PSB) 17-3. The knowledge and experience of Chastain & Associates, LLC was considered during the selection process.

### SECTION IV - EXPLANATION OF POTENTIAL CONFLICTS OF INTEREST

*Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20:*  
Form B IPG Form I questions 5, 6 and 14, Curtis Cook's spouse, Laura.

*2. Explain the potential or actual conflict of interest:*

Curtis Cook's spouse, Laura, was appointed in March 2016 as the Ogle County Clerk. Salary for 2016 is approximately \$80,000.00.

*Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20:*  
Form B IPG Form I questions 13 and 15, Curtis Cook.

*2. Explain the potential or actual conflict of interest:*

Curtis Cook was the Ogle County Engineer from 1992 to 2016. Salary for 2015 was approximately \$118,000.00.



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

ILLINOIS TOLLWAY CONTRACT NO.: RR-17-4295

CONTRACTOR/CONSULTANT NAME: Chastain & Associates, LLC

**1. PAYMENT TERMS AND CONDITIONS:**

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

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

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

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

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



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

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

ability to perform the contract.

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

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

**25.3 VENDOR SUPPLEMENTAL PROVISIONS**


Vendor Supplemental Provisions:

**STATE OF ILLINOIS**  
**SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS**

\_Chastain & Associates, LLC 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."
	N/A
	<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: Chastain & Associates, LLC	Agreed:
By: Daniel T Jdrzeiak	By:
Signed: 	Signed:
Position: Principal	Position:
Date: 2/1/2018	Date:



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

**Date:** 2-1-18 **Project Number:** RR-17-4295

**Project Name:** Veterans Memorial Tollway I-355, Roadway and Bridge Rehabilitation, I-55 (M.P. 12.3) to Army Trail Road (M.P. 29.8)

**CONTRACTOR/  
CONSULTANT  
DELINQUENT DEBT REVIEW**

**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:** Chastain & Associates, LLC

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

**E-Mail:** djedrzejak@chastainengineers.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>
Material Solutions Lab	[REDACTED]	1040 Bonaventure, Elk Grove, IL	Material Testing	4.0 %
J. A. Watts, Inc	[REDACTED]	10400 Higgins #701, Rosemont, IL	Construction Inspection	6.0 %
Tecma Associates, Inc	[REDACTED]	5519 Cumberland, #1010 Chgo, IL	Construction Inspection	7.0 %
ABNA Engineering, Inc	[REDACTED]	9901 S Western, #101, Chicago, IL	Construction Inspection	8.0 %
American Veterans Const	[REDACTED]	5000 W Sunnyside, Chicago, IL	Construction Inspection	3.0 %
Strand Associates, Inc	[REDACTED]	1170 S Houbolt, Joliet, IL	Construction Inspection	8.0 %
Primera Engineering, Ltd	[REDACTED]	100 S Wacker, #700, Chicago, IL	Design Support (DSE)	2.5 %
Patrick Engineering, Inc	[REDACTED]	4970 Varsity Dr, Lisle, IL	Design Support (DSE)	1.7 %

Signature:



Date: 2-1-18

Printed Name:

Daniel Jedrzejak

**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: Chastain & Associates LLC

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

Signature of Authorized Representative: 

Date: November 16, 2017

# Certificate of Registration

**STATE BOARD OF ELECTIONS**

**Registration No. 13686**

**Chastain & Associates LLC**

5 N. Country Club Rd.

Decatur IL 62521

Information for this business last updated on:

Thursday, June 22, 2017

Certificate produced on Thursday, June 22, 2017 at 11:13 AM





## Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Chastain &amp; Associates LLC

System Vendor Number: 20081195

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	7/19/2017
STATUS	Accepted
BUSINESS NAME	Chastain & Associates LLC
POINT OF CONTACT	<a href="#">Paula Lawson</a>
FLAG FORM	<a href="#">Add Flag</a>

## A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	
2. NAME OF CEO/BUSINESS OWNER	Kevin Myers - Managing Principal	
3. ANNUAL SALES/GROSS RECEIPTS	9190586	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	05/01/1954	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Paula Lawson	
CONTACT PERSON TITLE	Business Development Coordinator	
CONTACT PERSON PHONE	815-489-0050	
CONTACT PERSON EMAIL	plawson@chastainengineers.com	

## B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	State Agency	
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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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Chastain &amp; Associates LLC

System Vendor Number: 20081195

[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	7/19/2017
STATUS	Accepted
BUSINESS NAME	Chastain & Associates LLC
POINT OF CONTACT	<a href="#">Paula Lawson</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)

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**Chastain & Associates LLC**

System Vendor Number: 20081195

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	7/19/2017
STATUS	Accepted
BUSINESS NAME	Chastain & Associates LLC
POINT OF CONTACT	<a href="#">Paula Lawson</a>
FLAG FORM	<a href="#">Add Flag</a>

D. Department of Human Rights (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	59 <span style="float: right;">P</span>
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. <span style="float: right;">P</span> 94933-00 expires 01/24/2019

E. Authorized to do Business in Illinois	
1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	Yes, registered and in good standing with the Illinois Secretary of State <span style="float: right;">P</span>

Additional Information	
STAFF ATTACHED FILE(S)	<div style="border: 1px solid black; padding: 5px; display: inline-block;">Attach File</div> <a href="#">Refresh List</a> 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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Chastain &amp; Associates LLC

System Vendor Number: 20081195

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## 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	7/19/2017
STATUS	Accepted
BUSINESS NAME	Chastain & Associates LLC
POINT OF CONTACT	<u>Paula Lawson</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. PU

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 PU

Yes

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

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 PU

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 PU

Yes

EXHIBIT "1"

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

EXHIBIT "1"

Yes

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

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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

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Yes

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

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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

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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

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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

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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

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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

70

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

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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

70

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.

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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

70

EXHIBIT "1"

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

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

Yes

G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

13686

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

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### Vendor Registration: View Form

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- Site Visits
- Registrations

**Chastain & Associates LLC**

System Vendor Number: 20081195

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	7/19/2017
STATUS	Accepted
BUSINESS NAME	Chastain & Associates LLC
POINT OF CONTACT	<a href="#">Paula Lawson</a>
FLAG FORM	<a href="#">Add Flag</a>

H. Iran Disclosure
<p>1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? <span style="float: right;">7</span></p> <p style="margin-left: 40px;">No business operations to disclose.</p>

Additional Information
<p>STAFF ATTACHED FILE(S) <span style="margin-left: 100px;"><a href="#">Attach File</a></span></p> <p style="margin-left: 40px;"><a href="#">Refresh List</a> after attaching file(s).</p>

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

IPB Reference #: 22040497

Procurement/Contract #: PSB 17-3/RR-17-4295

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 #: 20081195

IPG Expiration Date: 07/19/2018

**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 #
See Attached				

**6. Signature**

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Chastain & Associates LLC


Phone: 773-714-0050

Street Address: 5 N. Country Club Road

Email: [djedrzejak@chastainengineers.com](mailto:djedrzejak@chastainengineers.com)

City, State, Zip: Decatur, IL 62521

Vendor Contact: Daniel T. Jedrzejak

Signature: 

Date: 11/16/2017

Printed Name: Daniel T. Jedrzejak

Title: Principal

**Contract RR-17-4295**

**Chastain & Associates LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Agency/ University</b>	<b>Project Title</b>	<b>Status</b>	<b>Value</b>	<b>Contract Reference/P.O./Illinois Procurement Bulletin #</b>
IDOT	IL 29	In Progress	\$1M	PTB 153-044
IDOT	IL 17	In Progress	\$201,062	PTB 147-023
IDOT	Various/Various	In Progress	\$585,000	PTB 150-025
IDOT	Dist. 7 – D-97-016-13	In Progress	\$500,000	PTB 167-020
ISTHA	I-90 Fox River Bridge	In Progress	\$3.3M	I-12-4048 / #22026572
CDB	Dredging, Beneficial Reuse	In Progress	\$35,000	102-252-022
ISTHA	M1 Maintenance Facility	In Progress	\$1M	RR-13-4146 / #22031831
IDOT	District 3 Var-Var	In Progress	\$1M	PTB 172-019
ISTHA	Barrington Road Interchange	In Progress	\$156,500	I-14-4192/#22033892
ISTHA	C.M. Services Upon Request	In Progress	\$360,000	RR-14-9171
ISTHA	C.M. Services Upon Request	In Progress	\$450,000	I-16-4249
ISTHA	J.O.C Program Management	In Progress	\$400,000	RR-17-9202
ISTHA	I-355 Roadway & Bridge Rehabilitation	Pending	\$10M	RR-17-4295 / #22040497


Please explain the procurement relationship: Vendor.

## Vendor Registration: View

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

Chastain &amp; Associates LLC

System Vendor Number: 20081195

 5 flags have been added to this record. See below for details.

Show only flagged items.

## Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	7/19/2017
STATUS	Accepted
REVIEWER	<a href="#">Stephanie Hill</a>
DATE REVIEWED	7/19/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	7/19/2018
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	Chastain & Associates LLC
CONTACT FOR THIS SUBMISSION	<a href="#">Paula Lawson (change contact)</a>
PRIMARY CONTACT EMAIL	<a href="mailto:plawson@hlcilp.com">plawson@hlcilp.com</a>
PHONE	217-422-8544
FAX	217-422-0398
COMPANY EMAIL	<a href="mailto:plawson@chastainengineers.com">plawson@chastainengineers.com</a>
TAX ID NUMBER	
COMPANY TYPE	LLC
ADDRESS	5 N. Country Club Road Decatur, IL 62521 <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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Chastain &amp; Associates LLC

System Vendor Number: 20081195

[Return to Main Form](#)
 5 flags have been added to this record. See below for details.

 Show only flagged items.

## 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	7/19/2017
STATUS	Accepted
BUSINESS NAME	Chastain & Associates LLC
POINT OF CONTACT	<u>Paula Lawson</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 **Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)**

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

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. <u>IPG Percentage of Ownership and Distributive Income Form.docx</u> (DOCX, 127.39 KB)	Attached by Paula Lawson on 7/19/2017

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

EXHIBIT "1"

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

Yes

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

**Not applicable - For-Profit Entity**

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

Yes

**Curtis Cook's spouse, Laura J. Cook, is an elected official in Ogle County (Ogle County Clerk).**

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?

Yes

**Curtis Cook's spouse, Laura J. Cook, is an elected official in Ogle County (Ogle County Clerk).**

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)?

No

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)?

No

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

No

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

No

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

Yes

Curtis Cook was the Ogle County Engineer from 1/1/1992 to 4/30/2016. Salary for 2015 was approximately \$118,000.

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?

Yes

Yes. Curtis Cook's spouse, Laura J. Cook, was appointed in March 2016 as the Ogle County Clerk. Salary for 2016 is approximately \$80,000.

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?

Yes

Curtis Cook was the Ogle County Engineer from 1/1/1992 to 4/30/2016. Salary for 2015 was approximately \$118,000.

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

EXHIBIT "1"

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

No

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

No

### Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

#### Customer Support

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

Vendor Name: Chastain & Associates LLC

DBA: same

**INSTRUCTIONS:**

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Kevin Myers		40%	Click here to enter text.	40%	Click here to enter text.
Daniel Jedrzejak		40%	Click here to enter text.	40%	Click here to enter text.
Curtis Cook		20%	Click here to enter text.	20%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage .....	2
2. Unintentional Failure to Disclose Hazards.....	8
3. Damage to Premises Rented to You.....	8
4. Supplementary Payments .....	9
5. Medical Payments.....	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.).....	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations .....	10
8. Waiver of Subrogation .....	10
9. Automatic Additional Insured - Specified Relationships: .....	10
Managers or Lessors of Premises; Lessor of Leased Equipment; Vendors; State or Political Subdivisions - Permits Relating to Premises; State or Political Subdivisions - Permits; and Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property .....	14
11. Property Damage to Borrowed Equipment.....	14
12. Employees as Insureds - Specified Health Care Services: .....	15
Nurses; Emergency Medical Technicians; and Paramedics	
13. Broadened Notice of Occurrence.....	15

#### B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

##### 1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000  
Aggregate Limit: \$ 3,000,000  
Deductible: \$ 1,000

##### 3. Damage to Premises Rented to You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ \_\_\_\_\_

##### 4. Supplementary Payments

a. Bail bonds: \$ 1,000  
b. Loss of earnings: \$ 350

##### 5. Medical Payments

Medical Expense Limit: \$ 10,000

**6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)**

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ \_\_\_\_\_

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ \_\_\_\_\_

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE  (For Limits in Excess of \$5,000)	ADVANCE PREMIUM  (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
<b>TOTAL ANNUAL PREMIUM</b>			\$

**11. Property Damage to Borrowed Equipment**

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

**C. Coverages:**

**1. Employee Benefit Liability Coverage**

a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

**(1) Insuring Agreement**

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the effective date of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

## (2) Exclusions

This insurance does not apply to:

### (a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

### (b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

### (c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

### (d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

### (e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

### (f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

### (g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

### (h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

### (i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) **Employment-Related Practices**

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) **Supplementary Payments**

**SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** also apply to this Coverage.

b. **Who is an Insured**

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:
  - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
  - (c) A limited liability company, you are an insured. Your members are also insureds,

but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
  - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
  - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:
- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

**c. Limits of Insurance**

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
  - (a) Insureds;
  - (b) Claims made or "suits" brought;
  - (c) Persons or organizations making claims or bringing "suits";
  - (d) Acts, errors or omissions; or
  - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
  - (a) An act, error or omission; or
  - (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

**(4) Deductible Amount**

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
  - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
  - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,apply irrespective of the application of the deductible amount.
- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

**d. Additional Conditions**

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

**2. Duties in the Event of an Act, Error or Omission, or Claim or Suit**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and  
(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and  
(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";  
(2) Authorize us to obtain records and other information;  
(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and  
(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 5. **Other Insurance** is deleted in its entirety and replaced by the following:

**5. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

**b. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**c. No Coverage**

This insurance shall not cover any loss for which the insured is



entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

**e. Additional Definitions**

As respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
- b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program

providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
  - c. An appeal of a civil proceeding.
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

**2. Unintentional Failure to Disclose Hazards**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations** is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

**3. Damage to Premises Rented to You**

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than i. **War and the Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- 1) Assumed in any contract; or
- 2) Loss caused by or resulting from any of the following:
  - a) Wear and tear;
  - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
  - c) Smog;
  - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;
  - e) Settling, cracking, shrinking or expansion; or
  - f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;

- 2) Water that backs up or overflows from a sewer, drain or sump;
  - 3) Water under the ground surface pressing on, or flowing or seeping through:
    - a) Foundations, walls, floors or paved surfaces;
    - b) Basements, whether paved or not; or
    - c) Doors, windows or other openings.
- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:
- 1) You did your best to maintain heat in the building or structure; or
  - 2) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) Loss to or damage to:
- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
  - 2) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.
- c. **Limit of Insurance**
- The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:
- (2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:
    6. Subject to 5. above, the Damage to Premises Rented to You Limit is the

most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

- (3) The amount we will pay is limited as described in Section B. **Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

#### 4. **Supplementary Payments**

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

- a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. **Limits of Insurance, 4.a. Bail Bonds** of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. **Limits of Insurance, 4.b. Loss of Earnings** of this endorsement per day because of time off from work.

#### 5. **Medical Payments**

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. **Limits of Insurance, 5. Medical Payments** of this endorsement.

#### 6. **Voluntary Property Damage and Care, Custody or Control Liability Coverage**

- a. **Voluntary Property Damage Coverage**

We will pay for "property damage" to property of others arising out of op-

erations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

**b. Care, Custody or Control Liability Coverage**

**SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.**

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

**b. Deductible Clause**

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be re-

duced by the application of such deductible amount.

- (2) **Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.

- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**7. 180 Day Coverage for Newly Formed or Acquired Organizations**

**SECTION II - WHO IS AN INSURED** is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance 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;

**8. Waiver of Subrogation**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

**9. Automatic Additional Insured - Specified Relationships**

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you

are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:
    - 1) Currently in effect or becomes effective during the policy period; and
    - 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and
  - (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:
- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on be-

half of such additional insured.

- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
  - 1) The insurance afforded the vendor does not apply to:
    - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - b) Any express warranty unauthorized by you;
    - c) Any physical or chemical change in the product

made intentionally by the vendor;

- d) Repackaging, 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;
  - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

companying or containing such products; or

- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:
- This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:
- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - 2) The construction, erection, or removal of elevators; or
  - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or

political subdivision has issued a permit.

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

(f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. However, the City of Chicago, its officers, employees and agents are not insureds with respect to liability caused by or arising from:

- 1) The building or disassembly of scaffolding by or for you; or
- 2) The use of such scaffolding.

A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

(3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

(a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

(b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising

out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

(c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1) Defects in design furnished by or on behalf of the additional insured; or

2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

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

3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits ap-

plicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

**c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

(1) Condition 5, **Other Insurance** is amended to include:

(a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

(b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

(2) Condition 11, **Conformance to Specific Written Contract or Agreement** is hereby added:

**11. Conformance to Specific Written Contract or Agreement**

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

in a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or

b. Include coverage for completed operations; or

c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs 9.a.(3)(a) and 9.a.(3)(b) of this endorsement shall not apply and Paragraph 9.b. of this endorsement shall apply.

**10. Broadened Contractual Liability - Work Within 50' of Railroad Property**

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (**SECTION V - DEFINITIONS**) is deleted.

**11. Property Damage to Borrowed Equipment**

a. The following is hereby added to Exclusion j. **Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE**



**A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance, 11.** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

**(2) Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. **Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit,** applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**12. Employees as Insureds - Specified Health Care Services**

It is hereby agreed that Paragraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

**13. Broadened Notice of Occurrence**

Paragraph a. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS)** is hereby deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

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

## **ADDITIONAL INSURED BY CONTRACT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: <b>01-01-2018</b>	Policy Number: <b>EBA 029 16 93</b>
Named Insured: <b>CHASTAIN &amp; ASSOCIATES LLC; CHASTAIN/THOMAS JOINT VENTURE; CHASTAIN &amp; ASSOCIATES/AUTUMN CONSTRUCTION JOINT VENTURE</b>	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured** is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".



# Contract Information Sheet

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

Consultant Name: Chastain & Associates LLC

Contract Number: RR-17-4295

Proposal Date: 2/1/2018

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-17-4295

Consultant: Chastain & Associates LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												Grand Total Exhibit A Hours	52,640
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL - HOURS	
	Project Principal & QA/QC				100	100	100	100	100	80	80	80		80
Sr. Resident Engineer				160	180	180	180	180	180	180	180	160	1580	
Resident Eng. (North)				160	160	180	200	200	200	200	200	160	1660	
Resident Eng. (South)					120	180	200	200	200	200	200	160	1460	
Assistant R. E.				160	200	200	200	200	200	200	200	160	1720	
Documentation Tech.				160	200	200	200	200	200	200	200	160	1720	
Assist. Doc Tech					160	160	160	160	160	160	160	160	1280	
Mat'ls Coordinator				160	180	180	180	180	180	180	180	180	1600	
Mat'ls Doc Tech				160	160	180	160	160	160	160	160	180	1480	
Inspector - Traffic Control				160	160	180	200	200	200	200	200	160	1660	
Inspector Roadway (N)				160	160	360	360	360	360	360	360	360	2840	
Inspector Roadway (S)						180	360	360	360	360	360	360	2340	
Inspector Struct. (N)					80	160	320	360	360	360	360	260	2260	
Inspector Struct. (S)					40	160	360	360	360	360	360	160	2160	
Inspector - Electrical						160	160	160	180	180	180	180	1200	
Engineer (North)				160	160	160	200	200	200	200	200	200	1680	
Engineer (South)						160	200	200	200	200	200	200	1360	
Survey, CAD, As-Builds				120	40	40	40	40	40	40	40	80	480	
Structural Engineer				80	80	80	80	80	80	80	80	80	720	
Clerical				40	160	160	160	160	160	160	160	160	1320	
<b>TOTALS</b>				1780	2340	3360	4020	4060	4060	4060	4060	3600	31340	

Contract Number: RR-17-4295

Consultant: Chastain & Associates LLC

**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	
Project Principal & QA/QC	40	40	40	40	40	40	40	40	40	40			400
Sr. Resident Engineer	160	160	180	180	180	180	160	160	160	140			1660
Resident Eng. (North)	160	160	180	180	180	180	160	160	160	160			1680
Resident Eng. (South)	160	160	160	160	160	140							940
Assistant R. E.	160	160	160	180	180	180	180	160	160	20			1540
Documentation Tech.	160	160	160	200	200	200	200	200	160	160			1800
Assist. Doc Tech	160	160	160	160	160	160	160	160	160	160			1600
Mat'ls Coordinator	180	180	180	180	180	160	160	160	160	160			1700
Mat'ls Doc Tech	180	180	180	160	40								740
Inspector - Traffic Control	160	160	160	160	160	160							960
Inspector Roadway (N)	160	160	360	360	360	360	80	80					1920
Inspector Roadway (S)													
Inspector Struct. (N)	160	160	180	180	180	180	160	160	80				1440
Inspector Struct. (S)	160	160	80	20									420
Inspector - Electrical Engineer (North)	160	160	200	200	200	200	160	160	80	40			1560
Inspector - Electrical Engineer (South)	160	160	80										400
Survey, CAD, As-Builds	80	80	80	100	160	160	160	80	80	40			1020
Structural Engineer	40	40	40	40	40	40							240
Clerical	160	160	160	160	160	160	160	160					1280
<b>TOTALS</b>	<b>2600</b>	<b>2600</b>	<b>2740</b>	<b>2660</b>	<b>2580</b>	<b>2500</b>	<b>1780</b>	<b>1680</b>	<b>1240</b>	<b>920</b>			<b>21300</b>



Contract No.: RR-17-4295

Consultant: Chastain & Associates LLC

Date: 2/1/2018

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

CONTRACT TERM: 19 No. OF MONTHS  
 SCHEDULED START DATE: 4/1/2018  
 RAISE DATE: 1/1/2019  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

4/1/2018 - 12/31/2018	1/1/2019 - 10/31/2019			
Date Date	Date Date	Date Date	Date Date	Date Date
9.0	10.0	19.0	19.0	19.0
19.0	19.0			
47.37%	52.63%			
Escalation Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
19.0	19.0	19.0	19.0	19.0
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-17-4295

Consultant: Chastain & Associates LLC

Date: 2/1/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

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

**DIRECT COST  
OVERTIME PREMIUM**

Total Estimated Work Hours: 52,640.00  
Average Hourly Rate: \$39.82  
Total Direct Labor \$2,096,124.80

Total Estimated O/T Hours: 4,465.00  
Average Premium O/T Hourly Rate: \$17.30  
Total Overtime Premium: \$77,244.50

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	1,220.00		
No	Project Manager	\$40.00	\$70.00	\$67.00	\$67.00	3,240.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$52.90	\$52.90	4,300.00		
No	Resident Engineer	\$40.00	\$70.00	\$44.25	\$44.25	2,400.00		
No	Project Engineer/Planner	\$25.00	\$60.00	\$39.03	\$39.03	6,700.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$34.87	\$34.87	5,400.00		
No	Engineer /Accountant	\$20.00	\$60.00	\$27.24	\$27.24	1,360.00		
No	Senior Technical Specialist	\$25.00	\$60.00	\$41.47	\$41.47	7,280.00		
Yes	Technical Specialist	\$15.00	\$50.00	\$35.70	\$35.70	15,200.00	17.85	4200.00
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00	\$37.10	\$37.10	1,250.00		
Yes	Intern	\$8.25	\$20.00	\$16.75	\$16.75	1,690.00	8.38	245.00
Yes	Admin/Clerical	\$8.25	\$40.00	\$20.64	\$20.64	2,600.00	10.32	20.00

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EXHIBIT '1'

Contract No.: RR-17-4295

Consultant: Chastain & Associates LLC

Date: 2/1/2018

**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	Project Principal	Curtis D. Cook	\$50 - \$70
	Project Principal	<b>Daniel T Jedrzejak</b>	
	Project Principal	Kevin E Myers	
Project Manager	Sr. Project Manager	Steven P Frerichs	\$40 - \$70
	Sr. Resident Engineer	<b>Gregory A Jurewicz</b>	
Senior Engineer/Planner	Project Manager II	<b>Jeremy M. Buening</b>	\$40 - \$70
	Project Manager II	Mary E. Cave	
	Project Manager II	Christopher A. Siefert	
	Project Manager II	Joseph R. Evers	
	Project Manager II	Scott R. Kasper	
	Project Manager II	Matthew B. Foster	
Resident Engineer	Project Manager I	James T. O'Connor	\$40 - \$70
	Project Manager I	<b>Brett T. Roberts</b>	
Project Engineer/Planner	Project Engineer II	Mark Bingham	\$25 - \$60
	Project Engineer II	<b>Janice K. Pang</b>	
	Project Engineer II	Thomas E. Scott	
Staff Engineer/Planner	Project Engineer I	Anthony R. Fortin	\$20 - \$40
	Project Engineer I	Michael F. Hartwig	
	Project Engineer I	Thaddeus M Jedrzejak	
Engineer /Accountant	Engineer	<b>Usman M. Bhatti</b>	\$20 - \$60
	Engineer	Megan M. Kane	
	Engineer	Jonas N. Ozier	
	Engineer	<b>Matthew T. Pocius</b>	
	Engineer	Corey Rickard	
	Engineer	David A. Romero	
Senior Technical Specialist	Senior Technician	<b>Raymond A Rasner</b>	\$25 - \$60
	Technician IV	Robert L. King	
	Technician IV	Dale M Wozniarski	
Technical Specialist	Technician III	Leslie P Jenkins	\$15 - \$50
	Technician III	<b>Gary A Wilt</b>	
	Technician II	John R Stedman	
	Technician II	Ronald D Tapscott	
	Technician II	Jonas N Ozier	
	Technician I	Joseph A Beyers	
	Technician I	Austin L Phillips	
	Technician I	Joseph A Beyers	



**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**

**Project Specific - Internet Hardware**

Hardware for items in the Tollway's attachment

"A" and CM Scope of work (Exhibit F).

Includes computer work station, data back-up

system, scanner, high-speed Internet/network

card for connectivity to Web-based e-Builder

19 months @ \$450.00 / mo

**Project Specific - Survey Laser Scanner**

Leica C10 High Definition Laser Scanner

30 Days @ \$1,000.00 / day

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**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 497,086.90**

## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## **ALLOWABLE DIRECT COSTS**

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

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

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

#### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

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

Contract No.: RR-17-4295

Consultant: Chastain & Associates LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Daniel T Jedrzejak

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

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

**Resident Engineer:** Brett T Roberts, Roadway Lighting & ITS

**Documentation Engineer:** Chad S Gunderson, Technician II

**Project Civil Engineer:** Janice K Pang

**Project Structural Engineer:** Jeremy M Buening

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

**Senior Engineer:** Gregory A Jurewicz, Senior Resident Engineer

**Others:** Name: Raymond A Rasner

Classification: Materials Coordinator

Name: Usman M Bhatti

Classification: Engineer

Name: Matthew T Pocius

Classification: Engineer

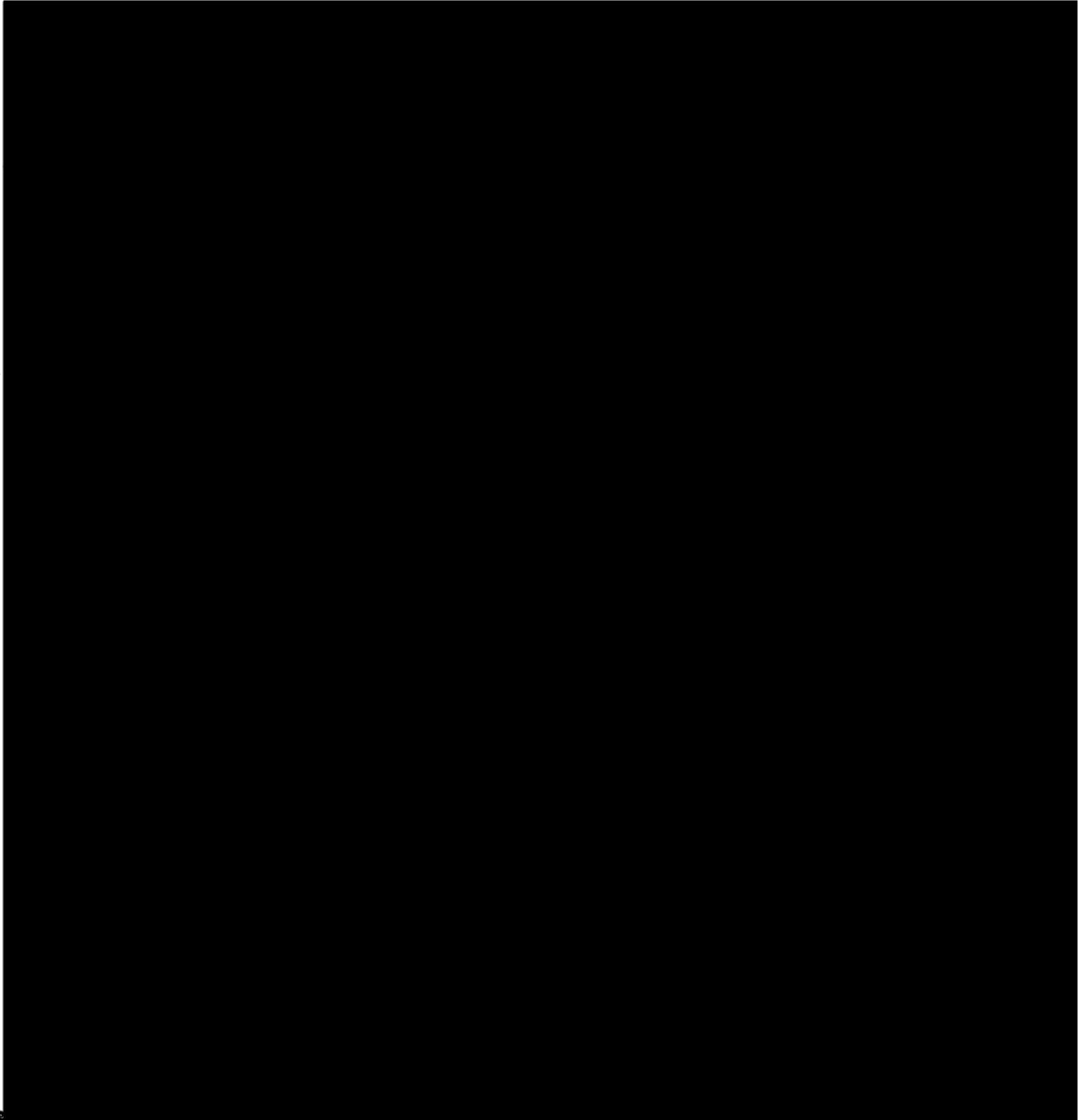
Name: Gary A Wilt

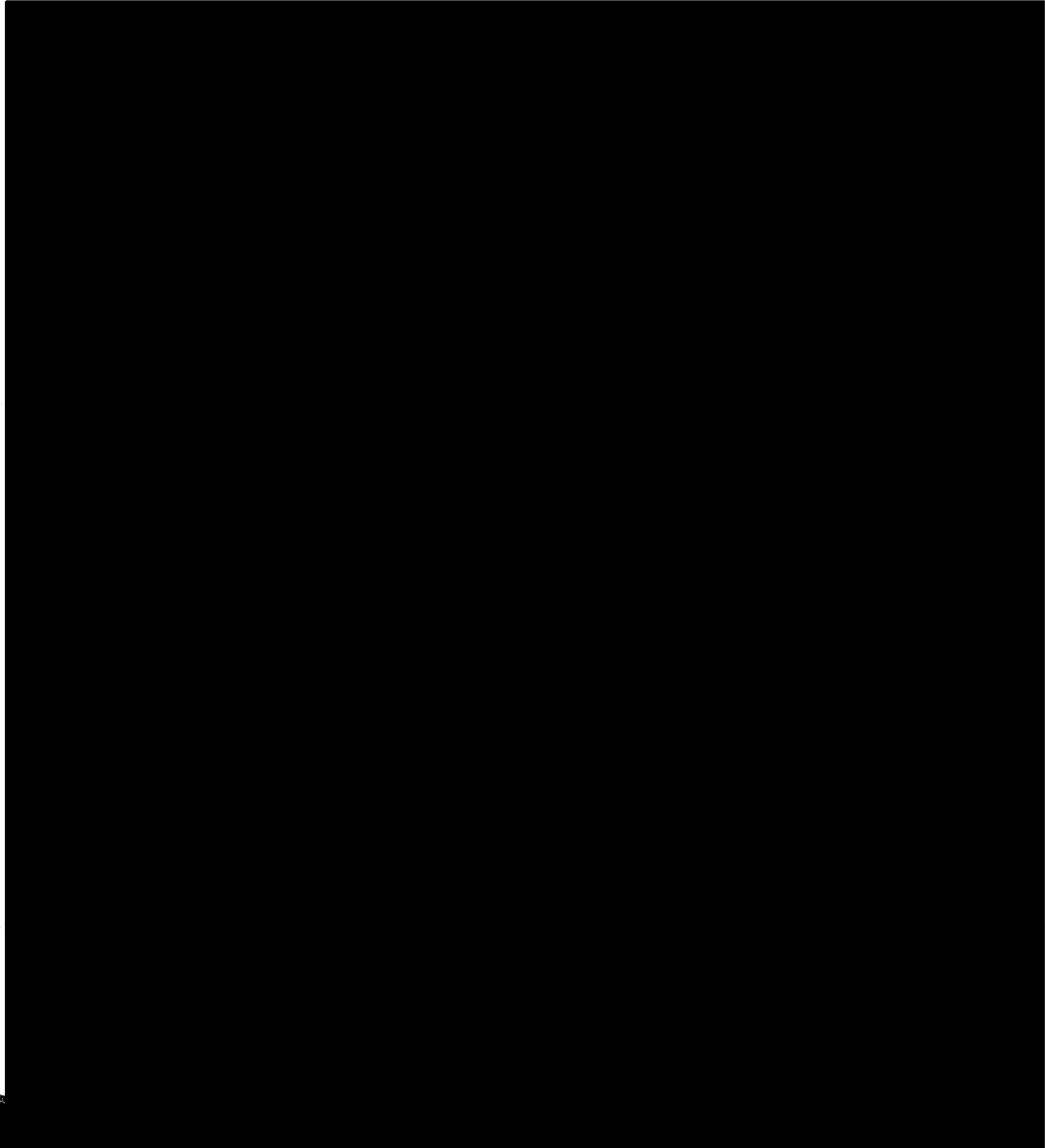
Classification: Technician III

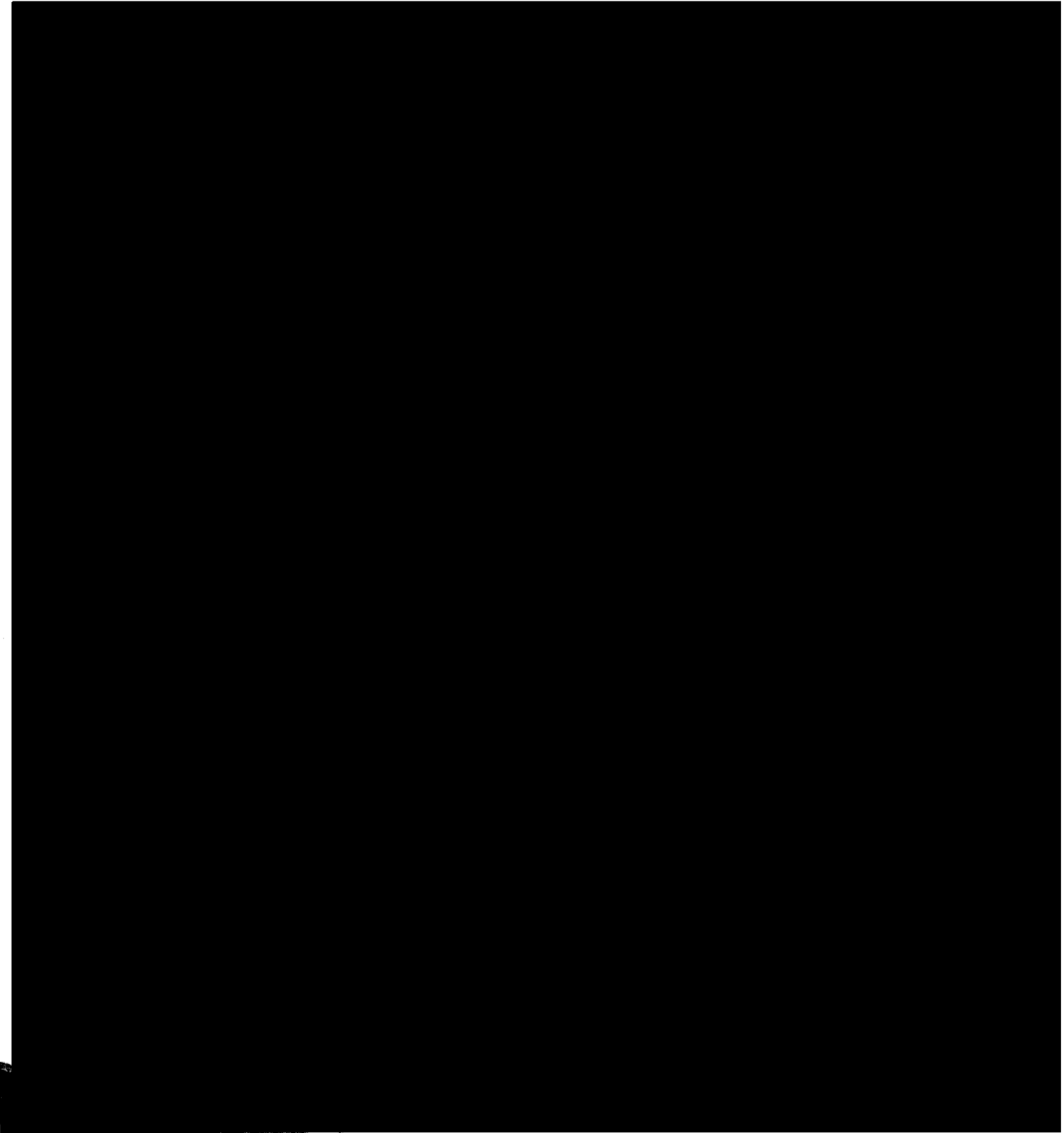






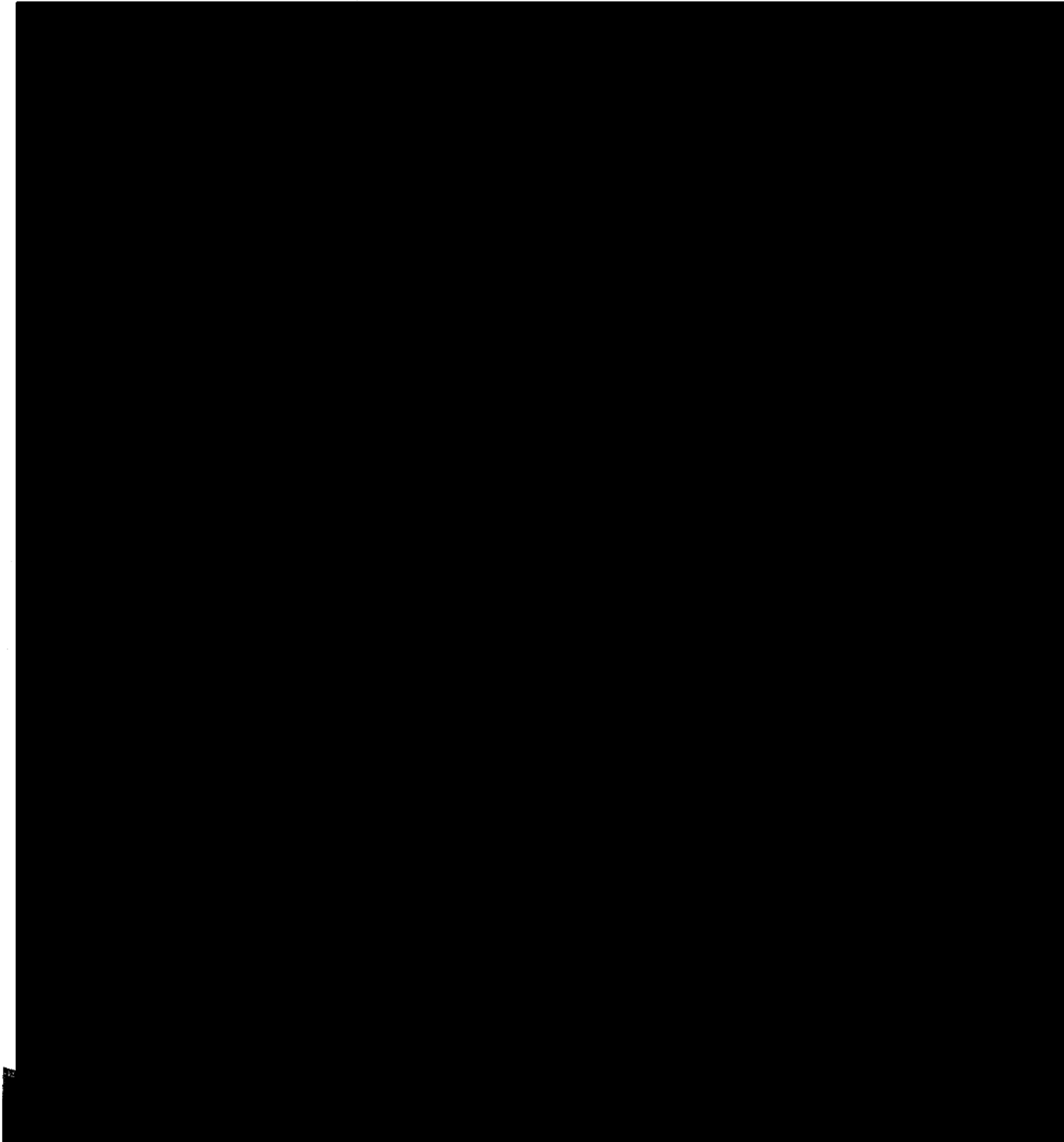








**JEREMY M. BUENING, P.E., S.E.** | Associate  
Structural Project Manager



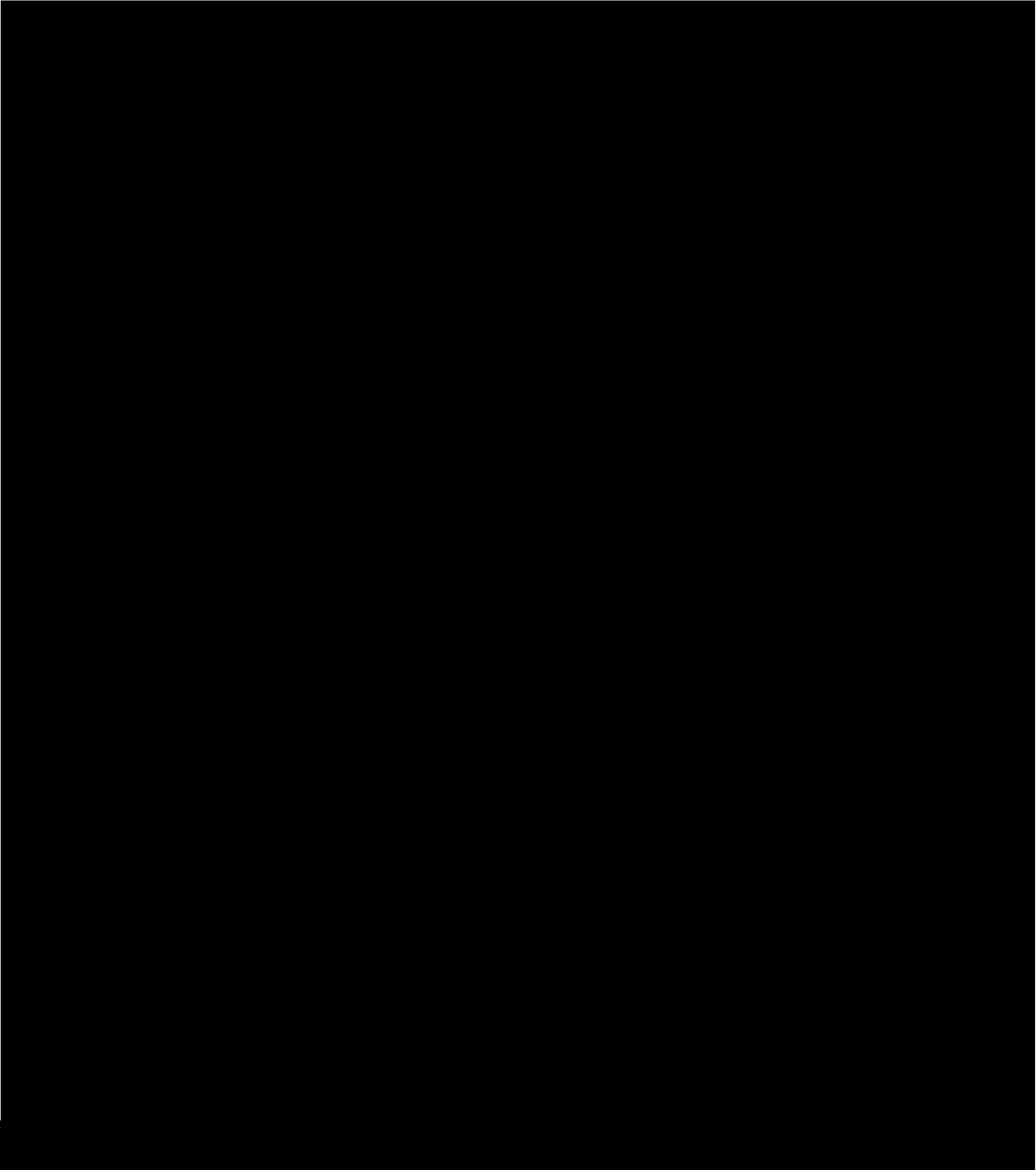
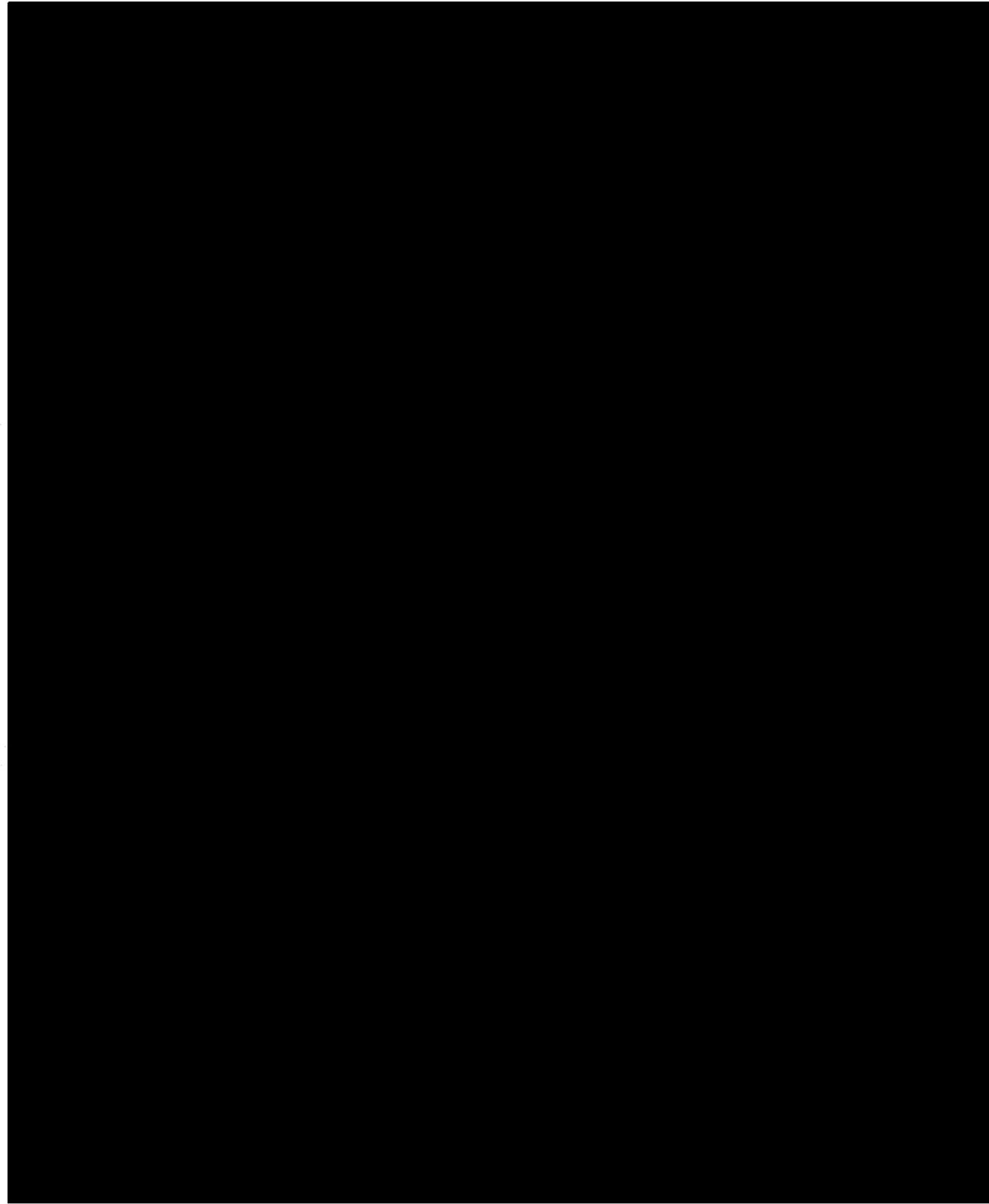


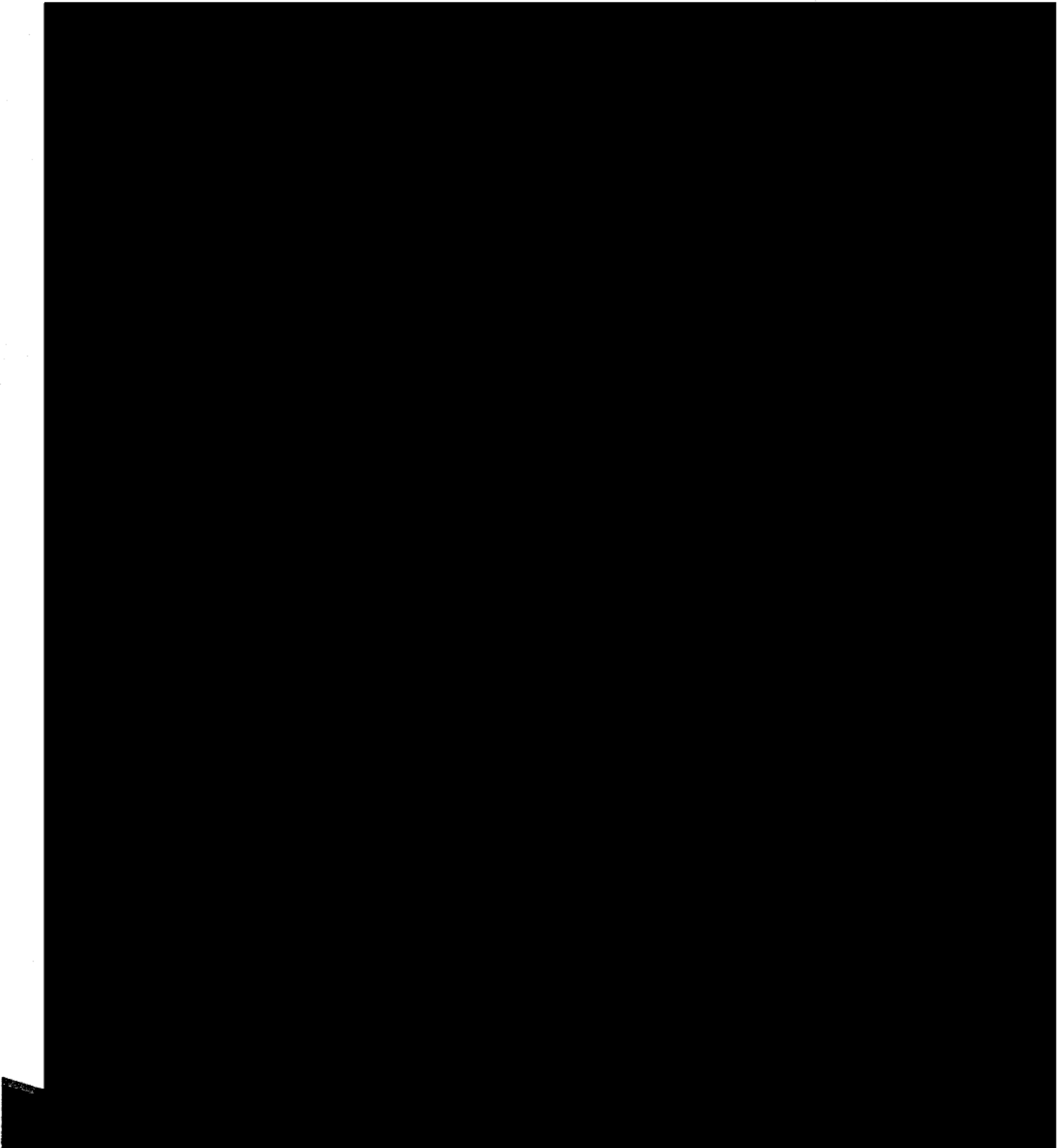
EXHIBIT "1"

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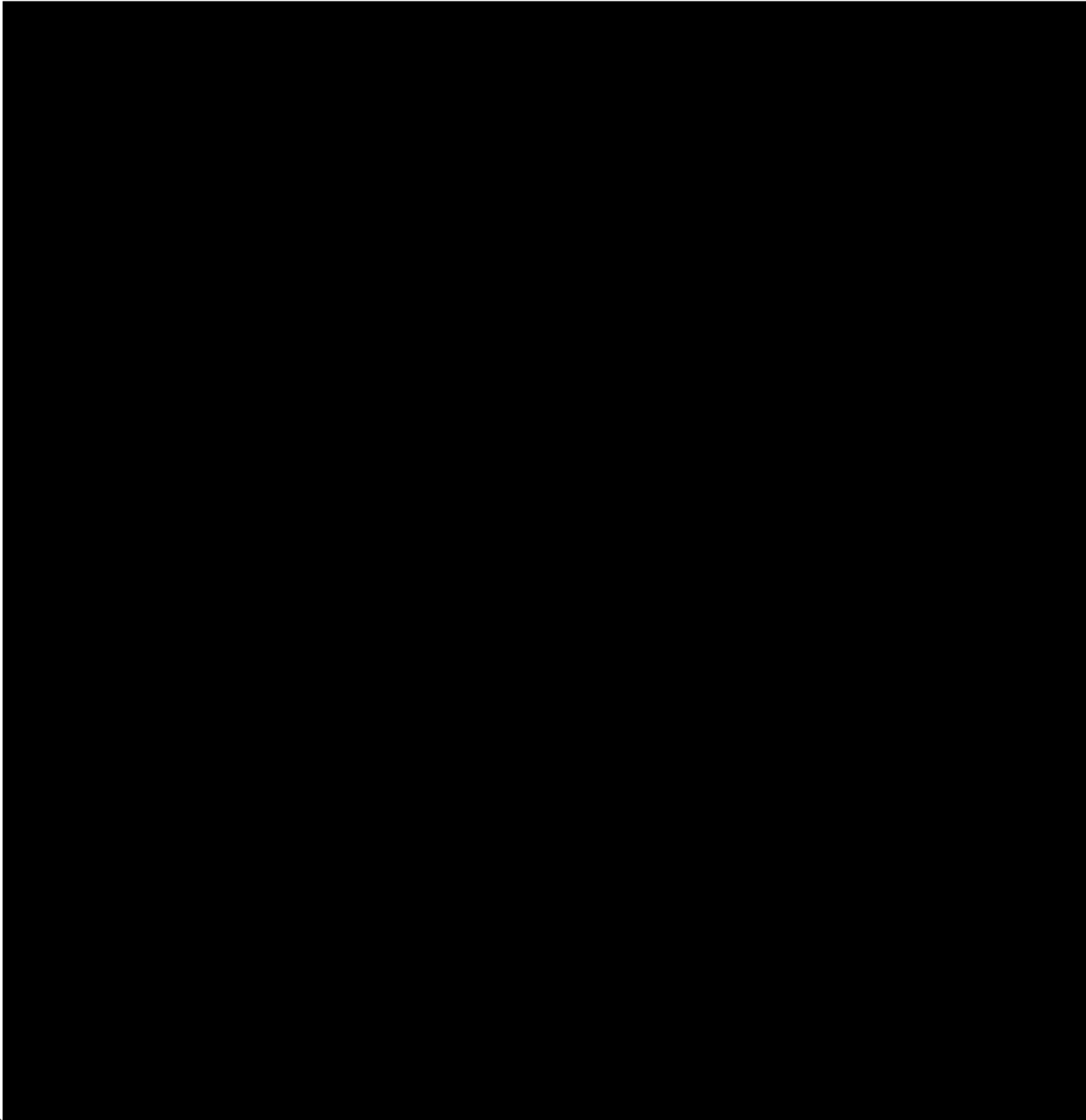












# EXHIBIT F

Contract No. RR-17-4295

## CHASTAIN & ASSOCIATES LLC

### SCOPE OF WORK

#### I. PROJECT DESCRIPTION

Chastain & Associates LLC (Prime Consultant) will furnish Phase III engineering services for roadway widening and bridge rehabilitation on the Veterans Memorial Tollway I-355, Roadway and Bridge Rehabilitation, I-55 (M.P. 12.3) to Army Trail Road (M.P. 29.8) in DuPage County, Illinois.

The Consultant will perform on-site observation, provide contract administration, review contractor layout of contract including design changes, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway plans, specifications and in accordance with the project specific construction bid documents. The Consultant must complete and submit final measurements, calculations and final contract documents to the Tollway no later than six (6) weeks after completion of Punch List for the project. Construction activities are anticipated to be complete by June 30, 2019 and consultant's work is anticipated to be completed by October 31, 2019. This scope of work is based on an 19 month schedule.

The Consultant has MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual. All CADD file documents shall be required to contain all record drawing modifications.

#### II. CONSTRUCTION ADMINISTRATION SERVICES

The Prime Consultant shall furnish services in accordance with the articles contained in the Authority's CM Manual dated March, 2017, and all applicable Tollway Criteria, Manuals and Bulletins, Phase III construction administration services will be provided for the following construction contracts within the corridor:

- Contract RR-17-4255 - Veterans Memorial Tollway I-355, Roadway and Bridge Rehabilitation, I-55 (M.P. 12.3) to Butterfield Road (M.P. 22.3)
- Contract RR-17-4255A - Veterans Memorial Tollway I-355, Roadway Lighting Modification and ITS, I-55 (M.P. 12.3) to Army Trail Road (M.P. 29.8)
- Contract RR-17-4256 - Veterans Memorial Tollway I-355, Roadway Widening and Bridge Rehabilitation, Butterfield Road (M.P. 22.3) to Army Trail Road (M.P. 29.8)

#### III. REQUIRED SUBMITTALS TO THE TOLLWAY

Submittal requirements shall be in accordance with the CM Manual.

#### IV. ITEMS TO BE FURNISHED TO THE PRIME CONSULTANT

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

- It shall be the responsibility of the CM to make copies, as needed, of plan sheet drawings from originals as supplied to the Prime Consultant by the Tollway.
- Copies of ISTHA Standard Specifications, Standard Drawings, and Design Criteria can be obtained from the Tollway's website.
- Copy of contract documents and specifications for all construction contracts noted in Section II as supplied to the Prime Consultant by the Tollway.

**EXHIBIT G**

**Contract RR-17-4295**

**Chastain & Associates LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Agency/ University</b>	<b>Project Title</b>	<b>Status</b>	<b>Value</b>	<b>Contract Reference/P.O./Illinois Procurement Bulletin #</b>
IDOT	IL 29	In Progress	\$1M	PTB 153-044
IDOT	IL 17	In Progress	\$201,062	PTB 147-023
IDOT	Various/Various	In Progress	\$585,000	PTB 150-025
IDOT	Dist. 7 – D-97-016-13	In Progress	\$500,000	PTB 167-020
ISTHA	I-90 Fox River Bridge	In Progress	\$3.3M	I-12-4048 / #22026572
CDB	Dredging, Beneficial Reuse	In Progress	\$35,000	102-252-022
ISTHA	M1 Maintenance Facility	In Progress	\$1M	RR-13-4146 / #22031831
IDOT	District 3 Var-Var	In Progress	\$1M	PTB 172-019
ISTHA	Barrington Road Interchange	In Progress	\$156,500	I-14-4192/#22033892
ISTHA	C.M. Services Upon Request	In Progress	\$360,000	RR-14-9171
ISTHA	C.M. Services Upon Request	In Progress	\$450,000	I-16-4249
ISTHA	J.O.C Program Management	In Progress	\$400,000	RR-17-9202
ISTHA	I-355 Roadway & Bridge Rehabilitation	Pending	\$7M	RR-17-4295 / #22040497

Please explain the procurement relationship: Vendor.

**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>J.A. Wetts, Inc</u></p> <p>Direct Labor <u>\$ 604,123.52</u></p> <p>Direct Costs <u>\$ 44,140.00</u></p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ 648,263.52</u></p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>2 <u>Tecma Associates, Inc</u></p> <p>Direct Labor <u>\$ 699,379.52</u></p> <p>Direct Costs <u>\$ 56,750.00</u></p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ 756,129.52</u></p>	<p>7 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>3 <u>Materials Solutions Laboratory Corp</u></p> <p>Direct Labor <u>\$ 361,120.76</u></p> <p>Direct Costs <u>\$ 70,906.28</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 432,027.04</u></p>	<p>8 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>4 <u>ABNA of Illinois, Inc</u></p> <p>Direct Labor <u>\$ 799,074.64</u></p> <p>Direct Costs <u>\$ 65,049.32</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 864,123.96</u></p>	<p>9 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>
<p>5 <u>Primera Engineers, Ltd</u></p> <p>Direct Labor <u>\$ 224,588.28</u></p> <p>Direct Costs <u>\$ 4,341.68</u></p> <p>Services by Others <u>\$ 45,944.92</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 274,874.88</u></p>	<p>10 _____</p> <p>Direct Labor _____</p> <p>Direct Costs <u>\$ -</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ -</u></p>

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

TOTAL DBE/MBE/WBE Subconsultants: \$ 2,975,418.92

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 2,975,418.92

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 27.55%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 27.55%



**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)**

<b>1</b>	<u>Strand Associates, Inc</u>		
	Direct Labor	\$ 795,424.00	
	Direct Costs	\$ 68,550.00	
	Services by Others		
	Additional Services **		
	Total this Subconsultant (ULC)	\$ 863,974.00	
<b>2</b>	<u>American Veterans Construction, LLC</u>		
	Direct Labor	\$ 301,837.76	
	Direct Costs	\$ 22,320.00	
	Services by Others	\$ -	
	Additional Services **		
	Total this Subconsultant (ULC)	\$ 324,157.76	
<b>3</b>	<u>Patrick Engineering Inc.</u>		
	Direct Labor	\$ 180,968.48	
	Direct Costs	\$ 2,000.00	
	Services by Others	\$ 10,000.00	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ 192,968.48	
<b>4</b>	<u></u>		
	Direct Labor		
	Direct Costs		
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	
<b>5</b>	<u></u>		
	Direct Labor	\$ -	
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	

<b>6</b>	<u></u>		
	Direct Labor		
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	
<b>7</b>	<u></u>		
	Direct Labor	\$ -	
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	
<b>8</b>	<u></u>		
	Direct Labor	\$ -	
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	
<b>9</b>	<u></u>		
	Direct Labor	\$ -	
	Direct Costs	\$ -	
	Services by Others	\$ -	
	Additional Services **	\$ -	
	Total this Subconsultant (ULC)	\$ -	
<b>10</b>	<u></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: \$ 1,381,100.24

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 1,381,100.24

# Contract Information Sheet

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

Consultant Name: J.A. Watts, Inc.

Contract Number: RR-17-4295

Proposal Date: 2/1/2018

Exhibit Pointers Editabile 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-17-4295

Consultant: J.A. Watts, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	5,330	
Phase III Engineering Services				160	280	340	360	360	360	360	360	280	2860	
<b>TOTALS</b>				160	280	340	360	360	360	360	360	280	2860	





Contract No.: RR-17-4295

Consultant: J.A. Watts, Inc.

Date: 2/1/2018

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

CONTRACT TERM: 19 No. OF MONTHS  
 SCHEDULED START DATE: 4/1/2018  
 RAISE DATE: 1/1/2019  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

4/1/2018 - 12/31/2018	1/1/2019 - 10/31/2019			
Date Date	Date Date	Date Date	Date Date	Date Date
9.0	10.0			
19.0	19.0	19.0	19.0	19.0
47.37%	52.63%			
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
19.0	19.0	19.0	19.0	19.0
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-17-4295

Consultant: J.A. Watts, Inc.

Date: 2/1/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

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

**DIRECT COST  
OVERTIME PREMIUM**

Total  
Estimated  
Work Hours: 5,330.00

Total  
Estimated O/T  
Hours: 200.00

Average  
Hourly Rate: \$40.48

Average  
Premium O/T  
Hourly Rate: \$17.20

Total Direct  
Labor \$215,758.40

Total Overtime  
Premium: \$3,440.00

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	27.00		
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	72.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$55.00	\$55.00	1,770.00		
No	Resident Engineer	\$40.00	\$70.00	\$60.00	\$60.00	144.00		
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.00	\$45.00	200.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$30.00	\$30.00	1,960.00		
No	Engineer /Accountant	\$20.00	\$60.00	\$40.00	\$40.00	200.00		
Yes	Senior Technical Specialist	\$25.00	\$60.00	\$45.00	\$45.00	200.00	22.50	80.00
Yes	Technical Specialist	\$15.00	\$50.00	\$32.00	\$32.00	300.00	16.00	80.00
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
Yes	Intern	\$8.25	\$20.00	\$18.00	\$18.00	430.00	9.00	40.00
No	Admin/Clerical	\$8.25	\$40.00	\$25.00	\$25.00	27.00		

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EXHIBIT "1"

Contract No.: RR-17-4295

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

J.A. Watts, Inc.

Date: 2/1/2018

**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	Project Manager VI	Edward B. Schoonveld	\$50 - \$70
Project Manager	Project Manager VI	Karl R. Wilson	\$40 - \$70
Senior Engineer/Planner	Engineer IV	Onyekachim F. Anyikwa	\$40 - \$70
	Engineer IV	Christopher G. Trcka	
Resident Engineer	Project Manager V	Michael R. Tavares	\$40 - \$70
Project Engineer/Planner	Project Manager III	Harvey A. Burgess	\$25 - \$60
	Project Manager II	Landon M. Savino	
	Engineer III	Michael V. Quevedo	
Staff Engineer/Planner	Engineer II	Ahmad A. Saadeh	\$20 - \$40
Engineer /Accountant	Engineer I	David L. Murphy	\$20 - \$60
	Engineer I	James W. Schroeder	
Senior Technical Specialist	Engineer Tech III	Mark F. Dalka	\$25 - \$60
	Engineer Tech III	Ricardo Santana	
Technical Specialist	Engineer Tech II	Adam C. Voss	\$15 - \$50
	Engineer Tech I	Victor C. Lee	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern	Engineer Tech I	Vatsal P. Shah	\$8.25 - \$20
Admin/Clerical	Project Controller II	Emily K. Boyle	\$8.25 - \$40





## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## **ALLOWABLE DIRECT COSTS**

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

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

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

#### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

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

Contract No.: RR-17-4295

Consultant: J.A. Watts, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** Karl R Wilson

**Project Engineer:** Michael R. Tavares

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

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

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

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

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

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

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

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

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

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

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

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

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

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

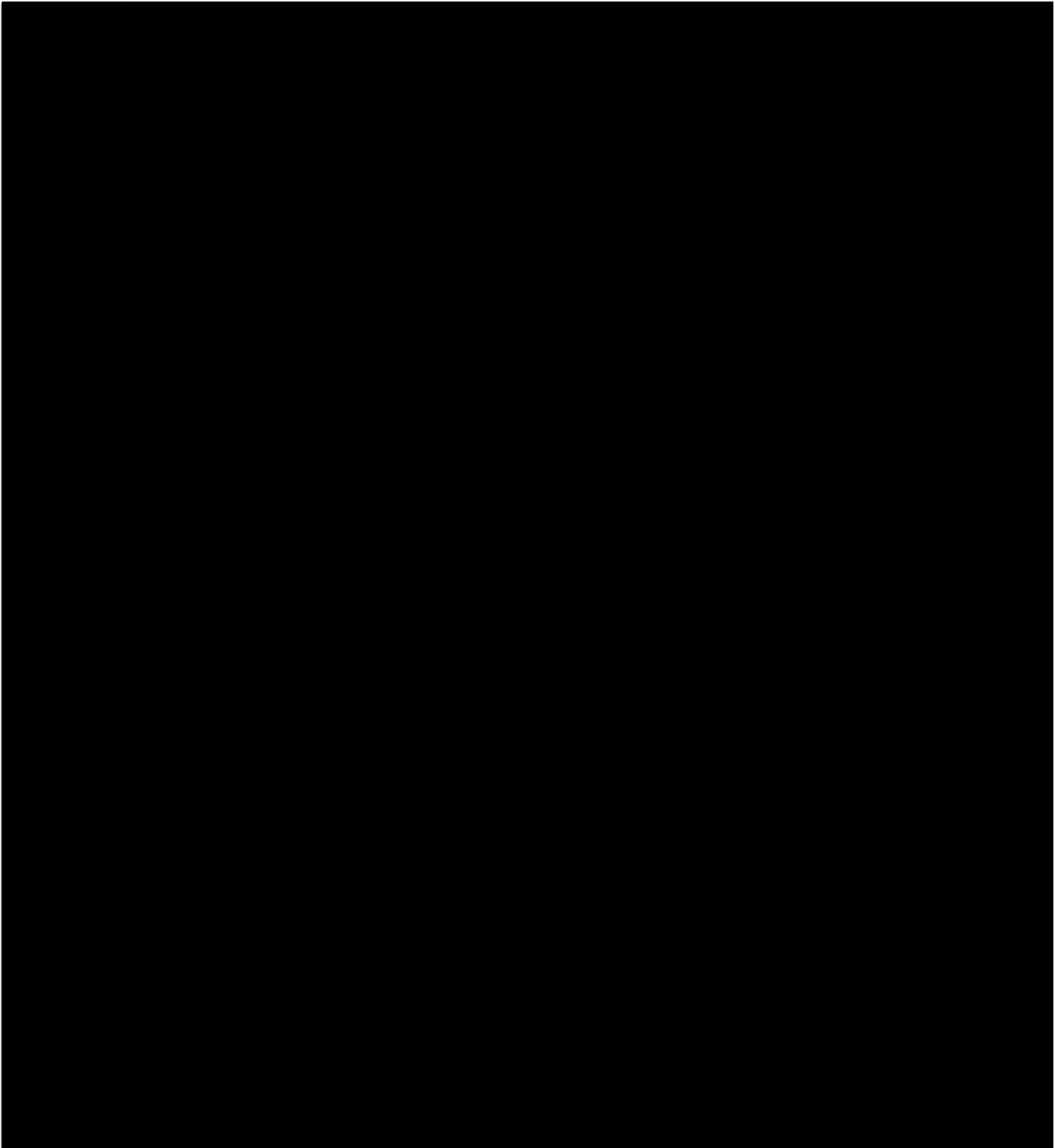


**KARL R. WILSON, P.E.**

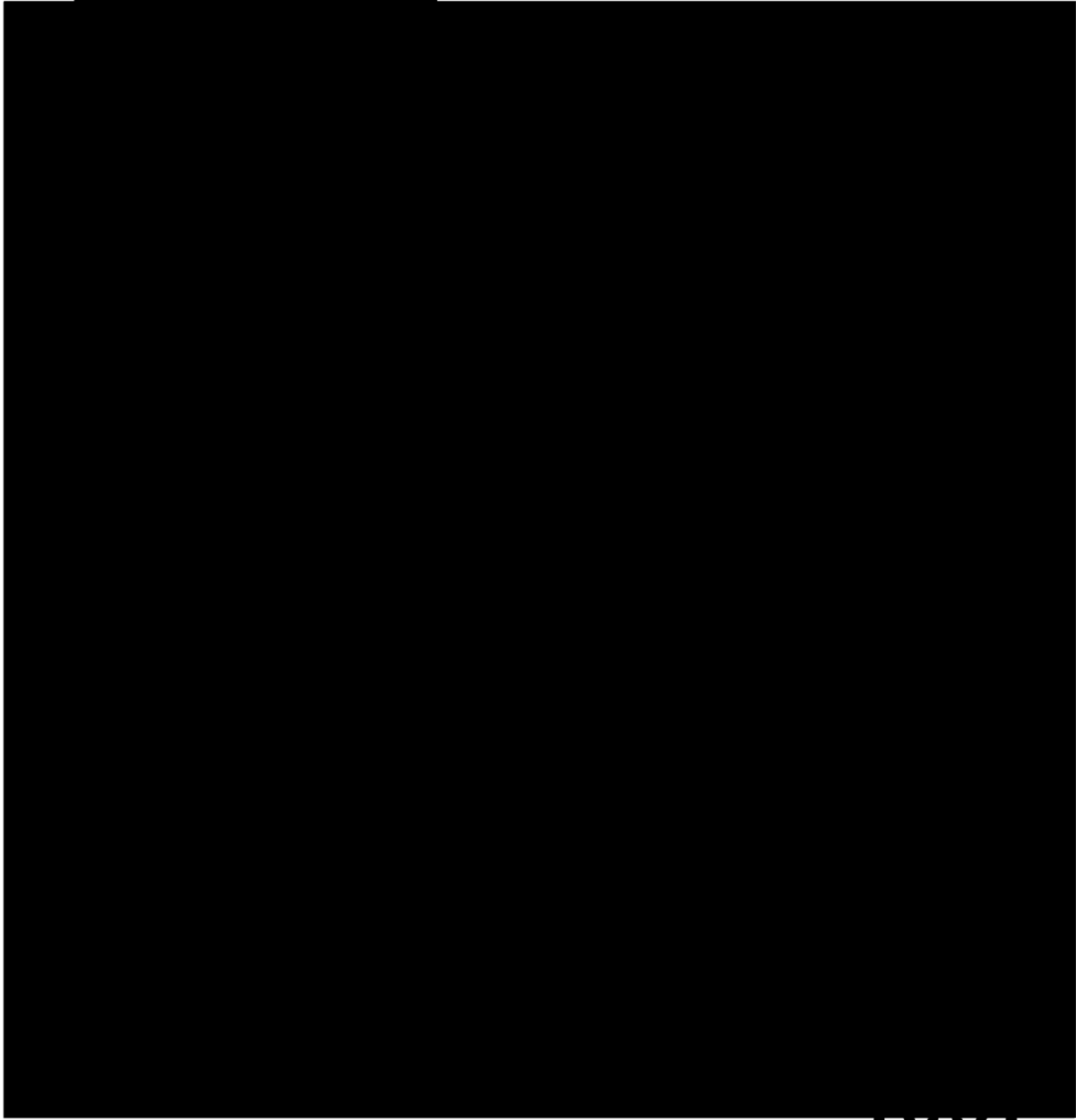
*DIRECTOR CONSTRUCTION SERVICES*



**KARL R. WILSON, P.E.**  
*DIRECTOR CONSTRUCTION SERVICES*

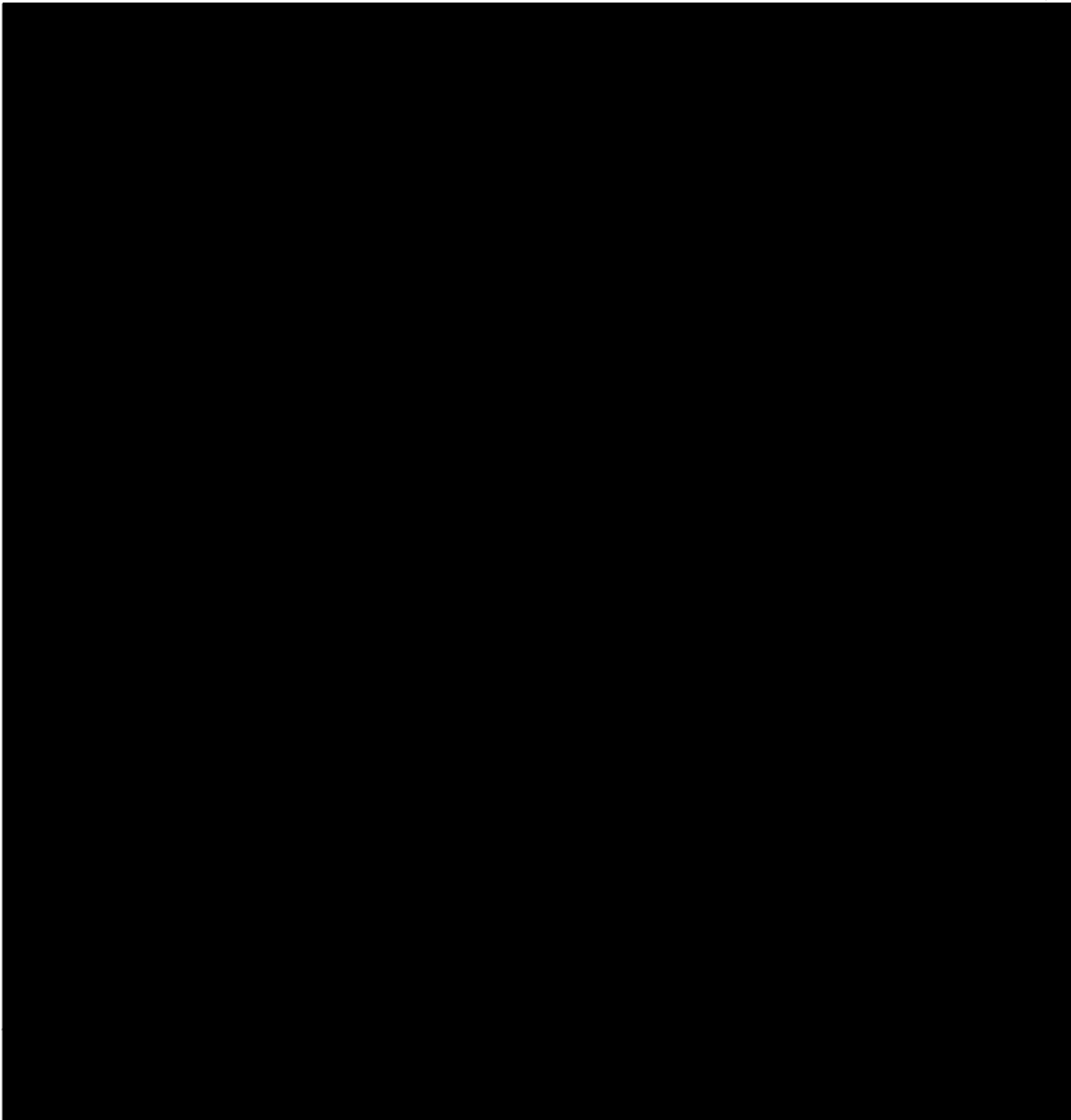


**MICHAEL R. TAVARES, P.E.**  
*SENIOR PROJECT MANAGER*





**MICHAEL R. TAVARES, P.E.**  
*SENIOR PROJECT MANAGER*



**EXHIBIT F**

**Contract No. RR-17-4295**

**J.A. Watts, Inc.**

**SCOPE OF SERVICES**

Provide Phase III engineering services construction inspection for ITS, Electrical, Lighting and various general civil infrastructure on the Veterans Memorial Tollway I-355, Roadway and Bridge Rehabilitation, I-55 (M.P. 12.3) to Army Trail Road (M.P. 29.8) in DuPage County, Illinois.

The Consultant will perform on-site inspection, review layout of contract including design changes, prepare records, maintain documentation, submit pay estimates and change orders and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway plans, specifications and in accordance with the project specific construction bid documents.

The CM shall furnish services in accordance with the articles contained in the Authority's CM Manual dated March, 2017, and all applicable Tollway Criteria, Manuals and Bulletins, Phase III construction management services will be provided for the following construction contracts within the corridor:

Contract RR-17-4255 - Veterans Memorial Tollway I-355, Roadway and Bridge Rehabilitation, I-55 (M.P. 12.3) to Butterfield Road (M.P. 22.3)

Contract RR-17-4255A - Veterans Memorial Tollway I-355, Roadway Lighting Modification and ITS, I-55 (M.P. 12.3) to Army Trail Road (M.P. 29.8)

Contract RR-17-4256 - Veterans Memorial Tollway I-355, Roadway Widening and Bridge Rehabilitation, Butterfield Road (M.P. 22.3) to Army Trail Road (M.P. 29.8)

**EXHIBIT G**

**Contract No. RR-17-4295**

**J.A. Watts, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-11-4013	Program Management Oversight (PMO) and	\$1,968,920.00	\$10,000.00	12/31/2017
RR-16-4278	Systemwide Traffic Operation and Maintenance Performance Evaluation and Enhancement Support	\$2,500,000.00	\$2,400,000.00	12/31/2020
RR-14-4181	Fiber Optics Maintenance	\$1,019,566.00	\$40,000.00	3/31/2019
RR-14-4202	Maintenance Facilities, Maintenance Site Reconstruction	\$788,000.00	\$350,000.00	12/31/2019
I-17-4299	Phase II, Tri-State Tollway Roadway Reconstruction EW Connector to Roosevelt Road	\$90,000.00	\$90,000.00	12/31/2020
RR-14-9172	Systemwide, Traffic Operation and Maintenance Performance Evaluation and Enhancement Support	\$1,000,000.00	\$100,000.00	3/31/2019
IDOT Job No. P-91- 376-13	Phase I/II Project for Smart Highway Design, Along I-94/US 41 from Kennedy/Edens Junction to Wisconsin State Line, Cook and Lake Counties, Region One, District One.	\$130,000.00	\$40,000.00	12/31/2018
I-17-4674	Phase II, Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange (Westbound Collector Distributor Road)	\$100,000.00	\$100,000.00	12/31/2020

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 50%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$ -	
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Additional Services **	\$ -															
Total this Subconsultant (ULC)	\$ -															

10	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 50%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> </tr> </table>	Direct Labor			Direct Costs	\$ -		Services by Others	\$ -		Additional Services **	\$ -		Total this Subconsultant (ULC)	\$ -	
Direct Labor																
Direct Costs	\$ -															
Services by Others	\$ -															
Additional Services **	\$ -															
Total this Subconsultant (ULC)	\$ -															

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

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: Tecma Associates, Inc

Contract Number: RR-17-4295

Proposal Date: 2/1/2018

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-17-4295

Consultant: Tecma Associates, Inc

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												Grand Total Exhibit A Hours	TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	5,480		
Assistant Engineer				160	160	160	160	160	160	160	160	160	160	1440	
Materials Coord/Field Engineer				160	160	160	160	160	160	160	160	160	160	1440	
Field Engineer					160	160	160	160	160	160	160	160	160	1280	
<b>TOTALS</b>				320	480	480	480	480	480	480	480	480	480	4160	

Contract Number: RR-17-4295

Consultant: Tecma Associates, 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	
Assistant Engineer	80	80	80	100	160	160	100	20	20	20			820
Materials Coord/Field Engineer				120	120	120	120	20					500
Field Engineer													
<b>TOTALS</b>	80	80	80	220	280	280	220	40	20	20			1320





Contract No.: RR-17-4295

Consultant: Tecma Associates, Inc

Date: 2/1/2018

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

CONTRACT TERM: 19 No. OF MONTHS  
 SCHEDULED START DATE: 4/1/2018  
 RAISE DATE: 1/1/2019  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

4/1/2018 - 12/31/2018	1/1/2019 - 10/31/2019			
Date Date	Date Date	Date Date	Date Date	Date Date
9.0	10.0			
19.0	19.0	19.0	19.0	19.0
47.37%	52.63%			
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
19.0	19.0	19.0	19.0	19.0
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-17-4295

Consultant: Tecma Associates, Inc

Date: 2/1/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

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

**DIRECT COST  
OVERTIME PREMIUM**

Total  
Estimated  
Work Hours: 5,480.00

Average  
Hourly Rate: \$45.58

Total Direct  
Labor \$249,778.40

Total  
Estimated O/T  
Hours: \_\_\_\_\_

Average  
Premium O/T  
Hourly Rate: \_\_\_\_\_

Total Overtime  
Premium: \_\_\_\_\_

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00					
No	Project Manager	\$40.00	\$70.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$56.00	\$56.00	1,760.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.00	\$45.00	1,560.00		
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$37.50	\$37.50	2,160.00		
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00					
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00					





## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## **ALLOWABLE DIRECT COSTS**

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

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

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

#### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

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



Contract No.: RR-17-4295

Consultant: Tecma Associates, Inc

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

**Project Engineer:** Khaja Fariduddin

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

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

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

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

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

**Senior Engineer:** Rene Bermudez

**Others:** Name: Chirag Patel

Classification: Materials Coord/Field Engineer

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

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

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

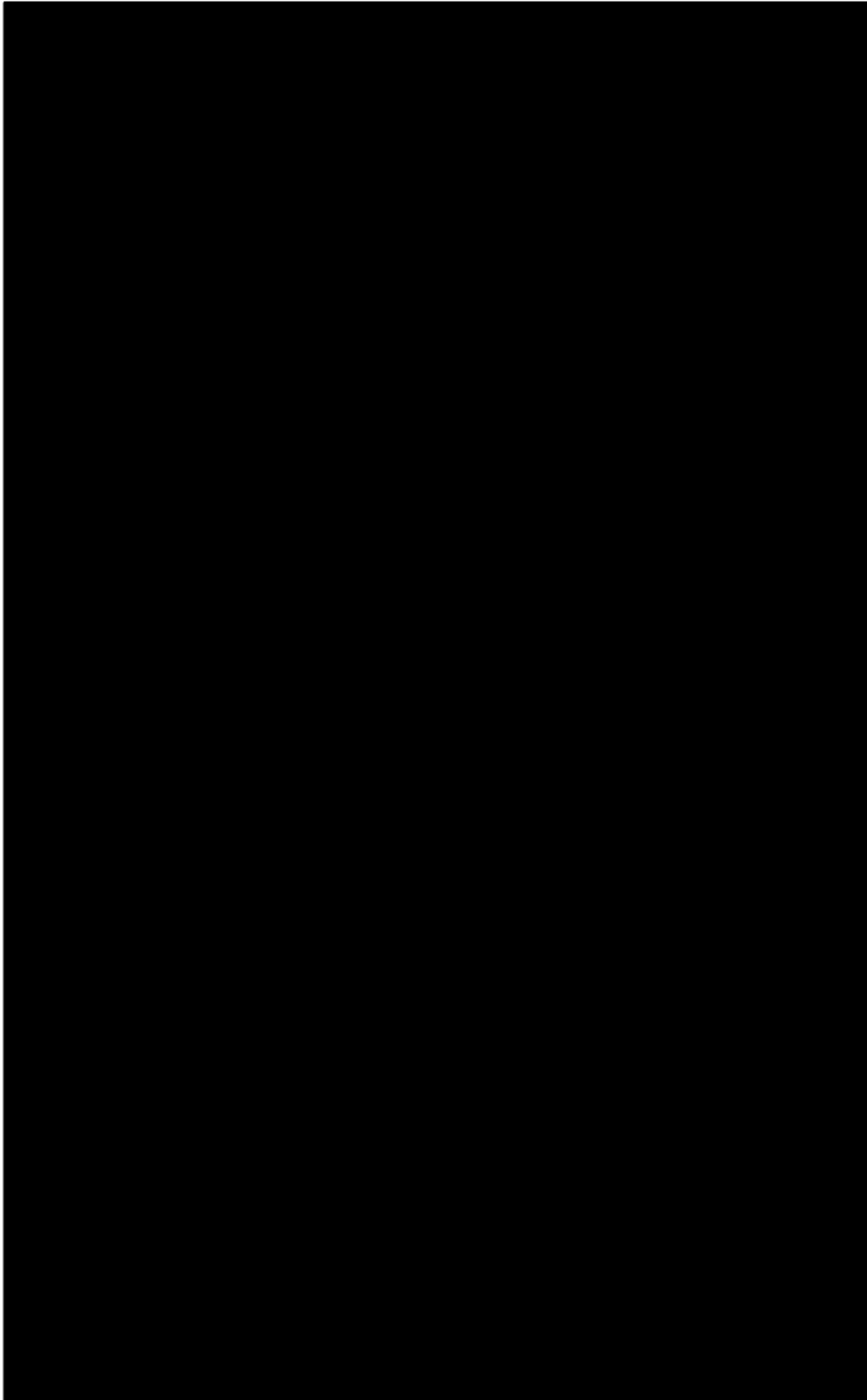
Classification: \_\_\_\_\_

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

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



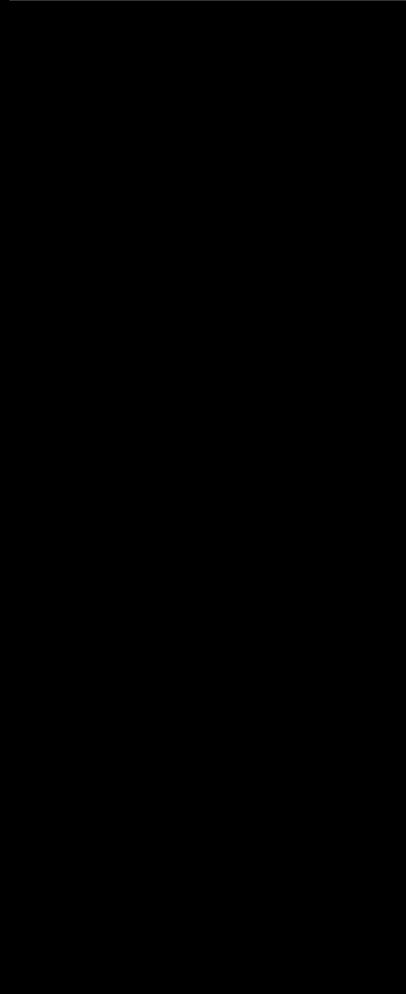
**TECMA**  
ASSOCIATES, INC.



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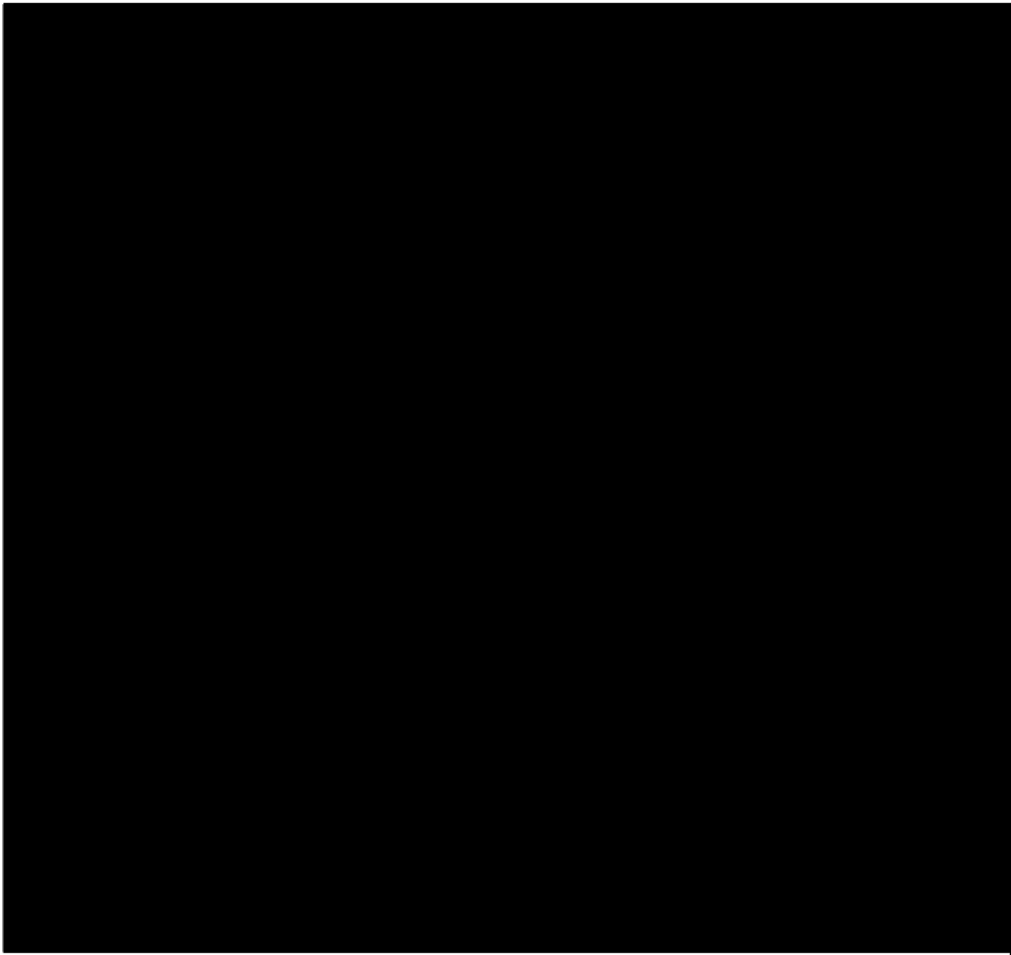
**Khaja Fariduddin**

**Project Role**  
**Senior Field Inspector**





**TECMA**  
ASSOCIATES, INC.



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Khaja Fariduddin  
Continued  
Page 2



**TECMA**  
ASSOCIATES, INC.

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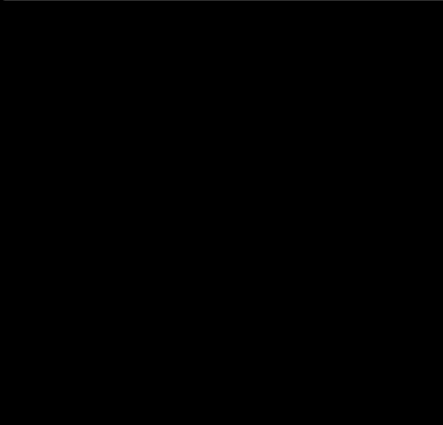
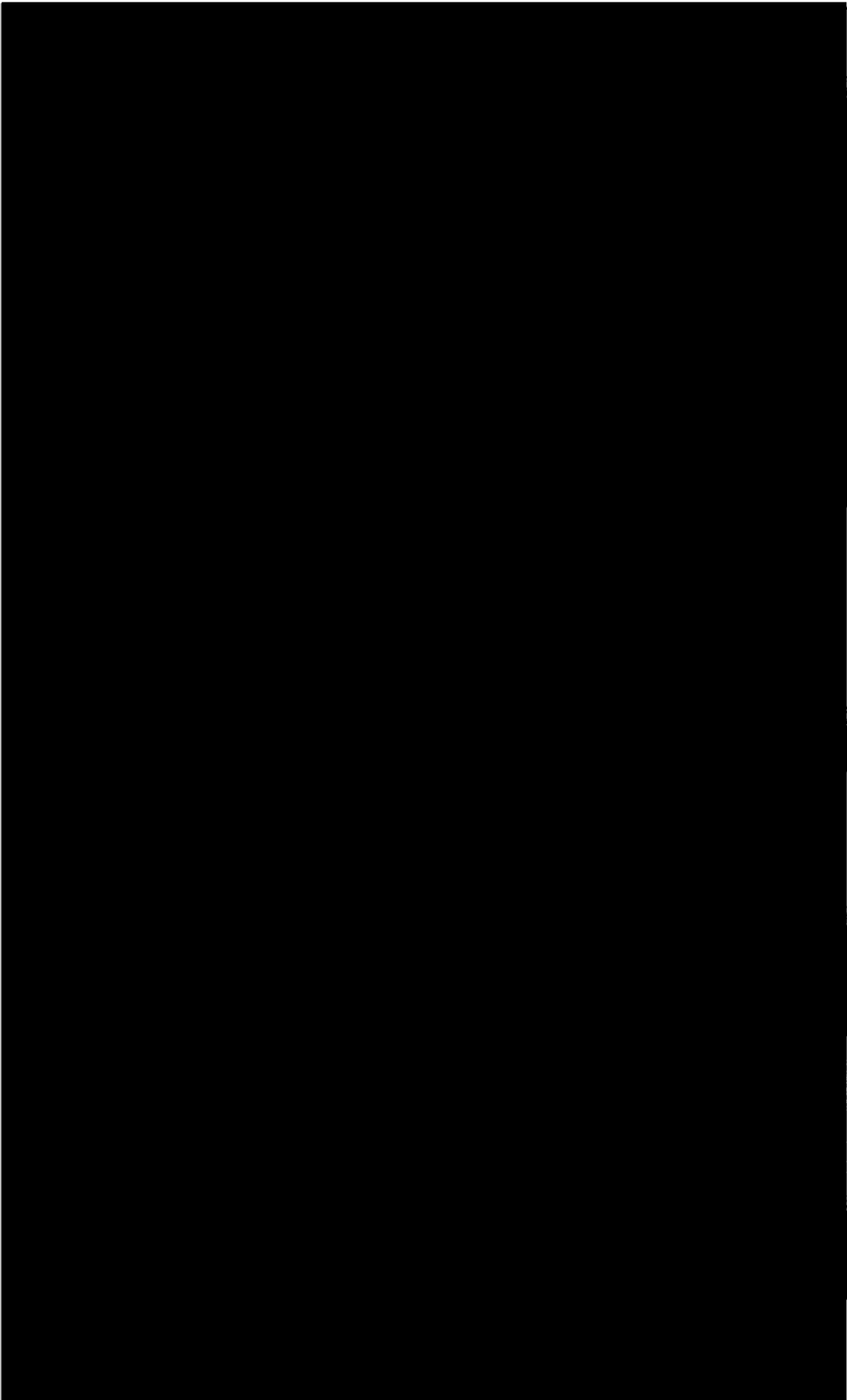
**Rene Bermudez**

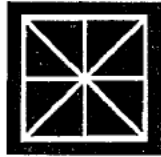
**Project Role**  
Assistant Resident Engineer



**TECMA**  
ASSOCIATES, INC.

**Rene Bermudez**  
Continued  
Page 2





**TECMA**  
ASSOCIATES, INC.

**Chirag Patel**

**Project Role**

Materials Coordinator/Field  
Inspector



**TECMA**  
ASSOCIATES, INC.

Chirag Patel  
Continued  
Page 2

**EXHIBIT F**

**Contract No. RR-17-4295**

**Tecma Associates, Inc**

**SCOPE OF SERVICES**

Construction management and inspection services related to roadway widening, noisewalls, MOT, HMA paving, drainage and all other items of work included in the above mentioned contract, which will conform to the Illinois State Toll Highway Authority's(TOLLWAY) Construction Manager's manual, dated March 2016, and with the TOLLWAY current practices.

These services shall include administration of the referenced construction contract in accordance with the applicable portions of the Construction Manager's Manual; manage the work as required by the contract documents; document activities pertaining to the execution of work; prepare reports and required documents; and carry out the policies of the TOLLWAY.



**EXHIBIT G**

**Contract No. RR-17-4295**

**Tecma Associates, 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>
Barrington/I-90	CM(Tollway)	\$3,049,402.00	\$20,000.00	12/17
Morgan/Peoria	CM(IDOT)	\$3,067,000.00	\$50,000.00	12/17
Taylor/I-290	CM(IDOT)	\$3,306,000.00	\$500,000.00	06/18
Van Buren	CM(IDOT)	\$2,338,105.00	\$1,900,000.00	06/19
Cumberland/I-190	CM(IDOT)	\$605,000.00	\$200,000.00	12/18
US 6	CM(IDOT)	\$231,000.00	\$40,000.00	03/18
Milburn Bypass	CM(IDOT)	\$575,000.00	\$575,000.00	12/19
I-290/Congress	CM(IDOT)	\$380,000.00	\$150,000.00	06/18
WB I-290	CM(IDOT)	\$400,000.00	\$200,000.00	06/18
IL 132	CM(IDOT)	\$1,326,582.00	\$1,326,582.00	03/19
Monroe/I-90/94	CM(IDOT)	\$200,000.00	\$200,000.00	12/18
EB Congress Pkwy	CM(IDOT)	\$400,000.00	\$400,000.00	06/19
Peplow Rd	CM(KaneCoDOT)	\$399,800.00	\$399,800.00	11/19

Contract No.: RR-17-4295

Consultant: Tecma Associates, Inc

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: Material Solutions Laboratory Corp.

Contract Number: RR-17-4295

Proposal Date: 2/1/2018

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-17-4295

Consultant: Material Solutions Laboratory Corp.

**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	
Project Management	4	4	4	4	4	4	4	4	4	4			40
Documentation	4	4	4	4	4	4	4	4	4	4			40
Material Coordinator	40	40	40	40	40	10							210
Field QA Testing	40	40	40	140	40								300
Sample Pick-Up	8	8	8	8	8	8	8						56
<b>TOTALS</b>	96	96	96	196	96	26	16	8	8	8			646

Contract No.: RR-17-4295

Consultant: Material Solutions Laboratory Corp.

**EXHIBIT B: FEE CALCULATIONS**

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

<u>3,190.00</u>	X	<u>\$ 40.43</u>	=	TOTAL DIRECT SALARY \$	<u>128,971.70</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

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

<b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b>	<b>\$ <u>361,120.76</u></b>
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**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	<u>\$70,906.28</u>
--------------------	--------------------

**C. SERVICES BY OTHERS**

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

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

TOTAL SERVICES BY OTHERS	\$ <u>-</u>
--------------------------	-------------

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

(Requires prior authorization before use)

**ADDITIONAL SERVICES (Subconsultants)**

(Requires prior authorization before use)

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

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

<b>\$ <u>432,027.04</u></b>
-----------------------------

Contract No.: RR-17-4295

Consultant: Material Solutions Laboratory Corp.

Date: 2/1/2018

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

CONTRACT TERM: 19 No. OF MONTHS  
 SCHEDULED START DATE: 4/1/2018  
 RAISE DATE: 3/1/2019  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

4/1/2018 - 2/28/2019	3/1/2019 - 10/31/2019			
Date Date	Date Date	Date Date	Date Date	Date Date
11.0	8.0			
19.0	19.0	19.0	19.0	19.0
57.89%	42.11%			
Escalation Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
19.0	19.0	19.0	19.0	19.0
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-17-4295

Consultant: Material Solutions Laboratory Corp.

Date: 2/1/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

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

**DIRECT COST  
OVERTIME PREMIUM**

Total Estimated Work Hours: 3,190.00

Total Estimated O/T Hours: 200.00

Average Hourly Rate: \$40.43

Average Premium O/T Hourly Rate: \$19.79

Total Direct Labor \$128,971.70

Total Overtime Premium: \$3,958.00

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00					
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	90.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	-				
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00					
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00					
Yes	Technical Specialist	\$15.00	\$50.00	\$39.57	\$39.57	3,100.00	19.79	200.00
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					

Page 139 of 386

EXHIBIT "1"

Contract No.: RR-17-4295

Consultant: Material Solutions Laboratory Corp.

Date: 2/1/2018

**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			\$50 - \$70
Project Manager	Project Manager	Daniel Tiltges	\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner			\$25 - \$60
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	Documentation Engineer	Austin D Roths	\$15 - \$50
	Documentation Engineer	Meghan R Schiber	
	Operations Manager	Eric Brown	
	Material Coordinator	Bhaves S Shah	
	Material Coordinator	<b>Zach L Barrie</b>	
	Materials QA Technician	Hasmukhkumar M Patel	
	QC/QA Level III Technician	Brian J Wilk	
	QC/QA Level III Technician	Scott Mesker	
	QC/QA Level III Technician	Bruno Salles	
	QC/QA Level III Technician	<b>Mohammed Z. Ali</b>	
	QC/QA Level III Technician	James J Galligan	
	QC/QA Level II Technician	Hyder K. Faisal	
	QC/QA Level II Technician	Mohammed M Shakeel	
	QC/QA Level II Technician	Habeeb A Ansari	
	QC/QA Level II Technician	Manojkumar Patel	
	QC/QA Level II Technician	Mervyn Patrick Bugayong	
	QC/QA Level II Technician	Daniel M Davis Jr	
	QC/QA Level II Technician	Mohammed Moinuddin	
	QC/QA Level II Technician	Skender Omeri	
	QC/QA Level II Technician	Yatin Patel	
	QC/QA Level I Technician	Khalid W Elefrangi	
	QC/QA Level I Technician	Kalpesh Patel	
	Pick-Up Technician	Gabriel Garcia	
	Lab Manager	Sherwin R Bollam	
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical			\$8.25 - \$40



## ALLOWABLE DIRECT COSTS

**10.01.2013**

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

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

## **ALLOWABLE DIRECT COSTS**

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

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

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

#### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

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



## Direct Cost

**Systemwide Construction Management Services  
Upon Request - Systemwide Non Roadway  
RR-17-4295**

<b>C: Laboratory Costs</b>	<b>Rate</b>	<b>Unit</b>
Lab Services: HMA Air voids	\$ 450.00	Each
Lab Services: AC Content (Ignition)	\$ 175.00	Each
Lab Services: AC Content (Reflux)	\$ 260.00	Each
Lab Services: AC Content (Nuclear)	\$ 210.00	Each
Lab Services: Aggregate Gradations	\$ 175.00	Each
Lab Services: Atterberg Limits	\$ 150.00	Each
Lab Services: Hydrometer	\$ 175.00	Each
Lab Services: Proctor	\$ 200.00	Each
Lab Services: Organic Content	\$ 120.00	Each
Lab Services: Hamburg Wheel Testing	\$ 1,200.00	Each
Lab Services: PGE Gradations	\$ 325.00	Each
Shift Differential	\$ 3.67	Hour

**FIELD TECHNICIANS AND DRILLERS  
AGREEMENT**

Between  
**INTERNATIONAL UNION  
OF OPERATING ENGINEERS,  
LOCAL 150, AFL-CIO**

And  
**MATERIAL TESTING TECHNICIANS  
AND  
DRILLERS LABOR RELATIONS  
ALLIANCE  
(THE ALLIANCE)**

Effective March 1, 2014  
Through  
February 28, 2018





If any employee is not certified to perform a specific test or inspection, it shall not be just cause to discharge said employee, if employee is told by management to perform such test or inspection and such test or inspection fails.

#### **SECTION 11 - WORKDAY AND WORKWEEK**

A. The regular starting time for a single shift operation Sunday through Saturday inclusive shall be scheduled at one (1) of the following hours: 6:00 a.m.; 6:30 a.m.; 7:00 a.m.; 7:30 a.m.; or 8:00 a.m. The start time shall be duration of one (1) week which shall begin on Monday.

B. All employees shall be required to report for work each day, Monday through Friday, at the times designated in this Section. Eight (8) hours shall constitute a normal workday Monday through Friday between the hours of 6:00 a.m. and 2:30 p.m.; 6:30 a.m. and 3:00 p.m.; 7:00 a.m. and 3:30 p.m.; 7:30 a.m. and 4:00 p.m.; 8:00 a.m. and 4:30 p.m.; as the case may be pursuant to the established starting time as set forth in subsection (A) above.

C. All employees shall be obligated to report for work each day Monday through Friday at the designated starting time as set forth in this Section; however, during the months of December, January, and February employees may be notified up until 10:00 p.m. of the previous day for a single shift operation or within six (6) hours after the end of the employee's shift on a multiple shift operation, by an authorized representative of the Employer if there is no work the following day. Otherwise the employee shall report for work and be paid pursuant to the terms of this Section. Employees personally notified on the job before quitting time the previous day or by telephone shall be the only valid means of notification of not reporting for work. The employee shall remain at the job site if so directed by the Employer or his representative. In the event the employee is held more than two (2) hours or is started to

work at any time he shall receive a minimum of eight (8) hours pay and shall be paid pursuant to the following for all shifts Monday through Friday.

An employee who reports to work and is informed prior to the starting time of his regular shift, 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m. and 8:00 a.m., respectively or prior to commencing work as directed by his employer that he will not work that day shall receive two (2) hours pay, at the rates set forth in Section 22 of this Agreement.

D. Any employee who is called out to work prior to his start time shall be paid the applicable hourly overtime rate of pay for the time worked prior to his start time.

E. An employee who reports for work at his scheduled starting time without having previously been notified not to report shall be paid four (4) hours at the applicable rate of pay for reporting to work. When an employee is notified not to report for work on his regular shift and is recalled for the same shift, he will be paid as if he had reported for work at the beginning of that shift. This subsection shall apply for Saturdays, Sundays and holidays only.

F. The Employer may establish an eight (8) hour second (2nd) shift operation. The starting time of the second (2nd) shift will be within one (1) hour of the conclusion of the above-defined first (1st) shift on the same job site. The Employer will request volunteers for this second (2nd) shift. If none apply, the Employer will require the junior employee(s) consistent with skill and qualification requirements. Employees on the second (2nd) shift and third (3rd) shift shall receive a shift premium of ten percent (10%) above their base hourly wage rate.

G. For a single shift operation to be scheduled outside of the starting times set forth in this Agreement, the Union and the Employer shall meet and discuss a differing start time for that single shift operation.

Contract No.: RR-17-4295

Consultant: Material Solutions Laboratory Corp.

**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:      Mohammed Z. Ali

Classification: QC/QA Level III Technician

Name:      Zach L Barrie

Classification: Material Coordinator

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

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


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

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



**Material Solutions Laboratory Corporation**

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**Mohammed Z. Ali**

**Project Role**  
QC/QA Level III Technician

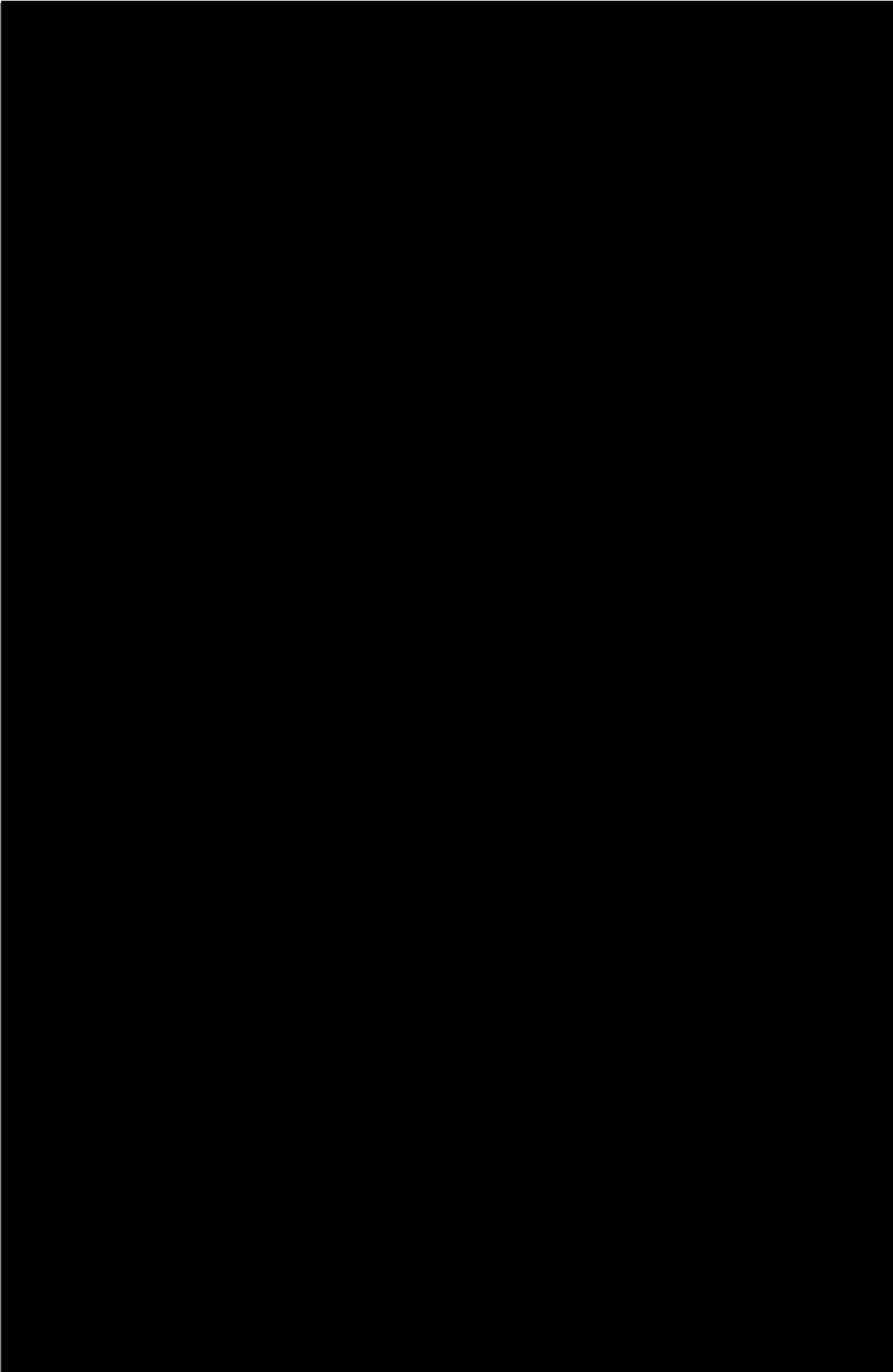


**Material Solutions Laboratory Corporation**

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**Zach L Barrie**

**Role**  
Material Coordinator





## EXHIBIT F

**RR-17-4295**

### **SCOPE OF SERVICES**

Sub-consultant support of Construction Manager Services following selection from PSB 17-3, Item 21 shall be provided, as required, for all items of work included in the Contract Requirements for the above Construction Contract and will conform with the Illinois State Toll Highway Authority's Construction Manager's Manual, dated March 2013, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include the responsibility for administration of the referenced Construction Contract in accordance with the applicable Construction Manager's Manual; responsible for all on-site and off-site material testing; document all activities pertaining to the execution of the work; prepare all reports and other required documents; submit all project records, documents and the project close-out records properly indexed and cross-referenced in a manner which can be easily reviewed by the TOLLWAY at the same time the final pay estimate is submitted; and carry out the policies of the TOLLWAY.

EXHIBIT G

**CURRENT OBLIGATIONS FOR PROJECT  
Contract: RR-17-4295  
Material Solutions Laboratory**

<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 PSB 14-2, 04	QA Materials Testing	\$143,312	\$64,070	11/2018
Various PSB 16-1, 02	QA Materials Testing	\$150,000	\$82,059	12/2018
Various PSB 17-2, 15	QA Materials Testing	\$60,000	\$60,000	12/2018
Various PSB 17-3, 18	QA Materials Testing	\$294,900	\$294,900	01/2020
Various PSB 17-3, 21	QA Materials Testing	\$400,000	\$400,000	01/2020
Various PTB 173-07	QA Materials Testing	\$240,002	\$116,592	12/2018
Various PTB 176-09	QA Materials Testing	\$170,000	\$65,198	06/2018
Various PTB 178-09	QA Materials Testing	\$144,351	\$144,351	12/2018
Various PTB 179-09	QA Materials Testing	\$154,700	\$127,750	12/2018
Various PTB 180-10	QA Materials Testing	\$81,500	\$81,500	11/2018
Various PTB 181-02	QA Materials Testing	\$225,000	\$225,000	12/2018
Various PTB 182-05	QA Materials Testing	\$175,000	\$175,000	12/2017
Various PTB 183-01	QA Materials Testing	\$301,071	\$301,071	12/2018

Rev. 7/1/2012

**EXHIBIT G**

**CURRENT OBLIGATIONS FOR PROJECT  
Contract: RR-13-4166  
Material Solutions Laboratory**

<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 PTB 183-05	QA Materials Testing	\$149,948	\$149,948	12/2018
Various PTB 184-04	QA Materials Testing	\$241,013	\$241,013	12/2018
Various PTB 184-12	QA Materials Testing	\$900,000	\$900,000	12/2018
Various PTB 184-14	QA Materials Testing	\$175,000	\$175,000	12/2018

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td><b>Total this Subconsultant (ULC)</b></td> <td style="text-align: right;"><b>\$</b></td> <td style="text-align: right;"><b>-</b></td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>
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Additional Services **	\$	-														
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>														

9	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td><b>Total this Subconsultant (ULC)</b></td> <td style="text-align: right;"><b>\$</b></td> <td style="text-align: right;"><b>-</b></td> </tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>
Direct Labor																
Direct Costs	\$	-														
Services by Others	\$	-														
Additional Services **	\$	-														
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>														

5	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td><b>Total this Subconsultant (ULC)</b></td> <td style="text-align: right;"><b>\$</b></td> <td style="text-align: right;"><b>-</b></td> </tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>
Direct Labor																
Direct Costs	\$	-														
Services by Others	\$	-														
Additional Services **	\$	-														
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>														

10	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td><b>Total this Subconsultant (ULC)</b></td> <td style="text-align: right;"><b>\$</b></td> <td style="text-align: right;"><b>-</b></td> </tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>
Direct Labor																
Direct Costs	\$	-														
Services by Others	\$	-														
Additional Services **	\$	-														
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>														

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: ABNA of Illinois, Inc.

Contract Number: RR-17-4295

Proposal Date: 2/1/2018

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-17-4295

Consultant: ABNA of Illinois, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												Grand Total Exhibit A Hours	6,890
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS	
Construction Management				220	400	570	570	570	570	570	570	380	4420	
Surveying Support				80	80	80	80	80	80	80	80	80	720	
Admin/Management				6	6	6	6	6	6	6	6	6	54	
<b>TOTALS</b>				306	486	656	656	656	656	656	656	466	5194	





Contract No.: RR-17-4295

Consultant: ABNA of Illinois, Inc.

Date: 2/1/2018

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

CONTRACT TERM: 19 No. OF MONTHS  
 SCHEDULED START DATE: 4/1/2018  
 RAISE DATE: 2/1/2019  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

4/1/2018 - 1/31/2019	2/1/2019 - 10/31/2019			
Date Date	Date Date	Date Date	Date Date	Date Date
10.0	9.0			
19.0	19.0	19.0	19.0	19.0
52.63%	47.37%			
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
19.0	19.0	19.0	19.0	19.0
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-17-4295

Consultant: ABNA of Illinois, Inc.

Date: 2/1/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

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

**DIRECT COST OVERTIME PREMIUM**

Total Estimated Work Hours: 6,890.00

Average Hourly Rate: \$41.42

Total Direct Labor \$285,383.80

Total Estimated O/T Hours: 300.00

Average Premium O/T Hourly Rate: \$19.00

Total Overtime Premium: \$5,700.00

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	10.00		
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	98.00		
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$50.00	\$50.00	2,212.00		
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00					
Yes	Senior Technical Specialist	\$25.00	\$60.00	\$39.00	\$39.00	2,741.00	19.50	250.00
Yes	Technical Specialist	\$15.00	\$50.00	\$33.00	\$33.00	1,829.00	16.50	50.00
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00					

Page 161 of 386  
EXHIBIT '1'







## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## ALLOWABLE DIRECT COSTS

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

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

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

#### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

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

Contract No.: RR-17-4295

Consultant: ABNA of Illinois, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** Thomas Paolicchi

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

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

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

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

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

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

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

**Others:** Name: Femi Alade

Classification: Professional 4

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

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

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

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

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

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

THOMAS PAOLICCHI PE, LEED AP

*Engineering Manager*

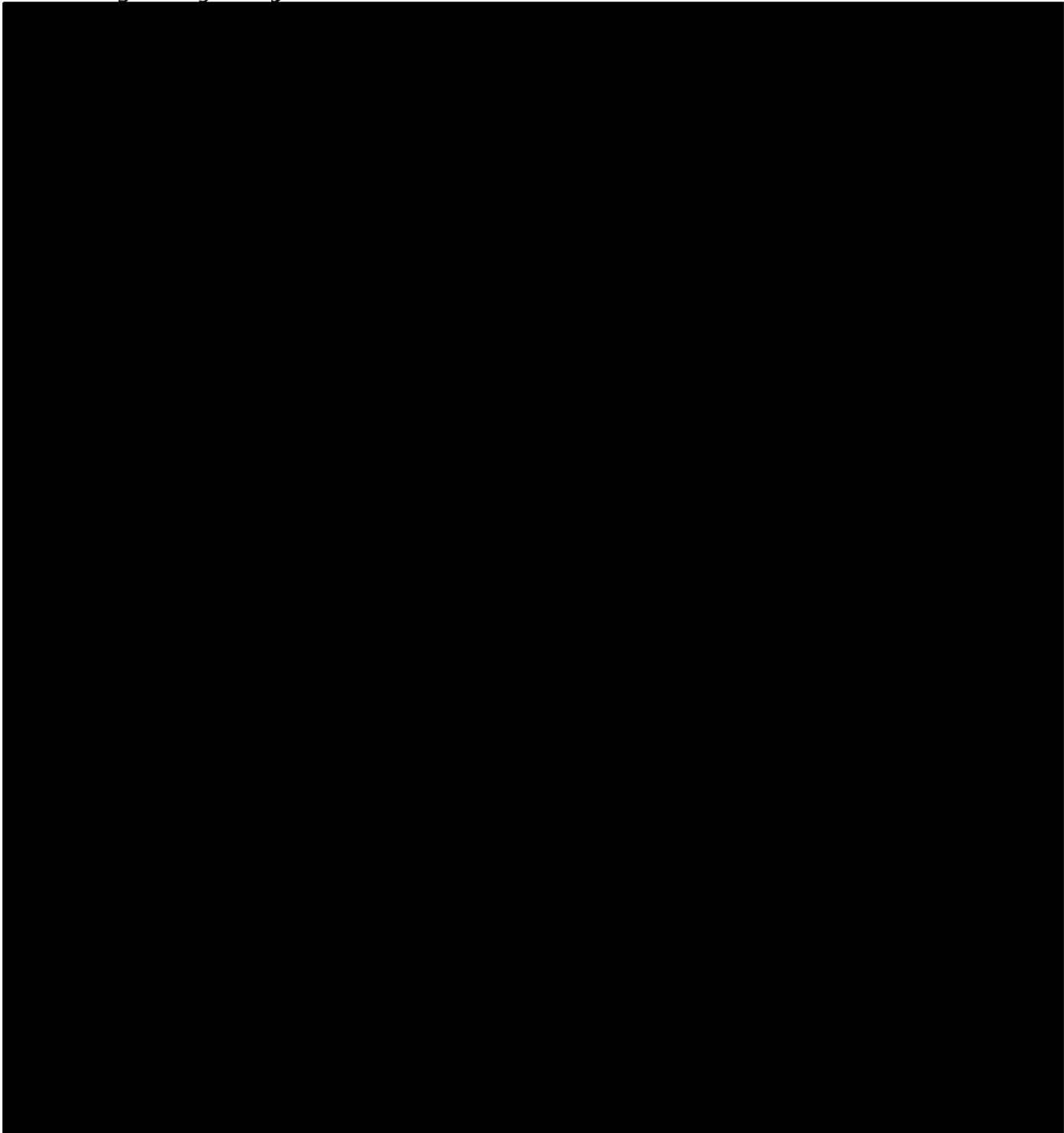
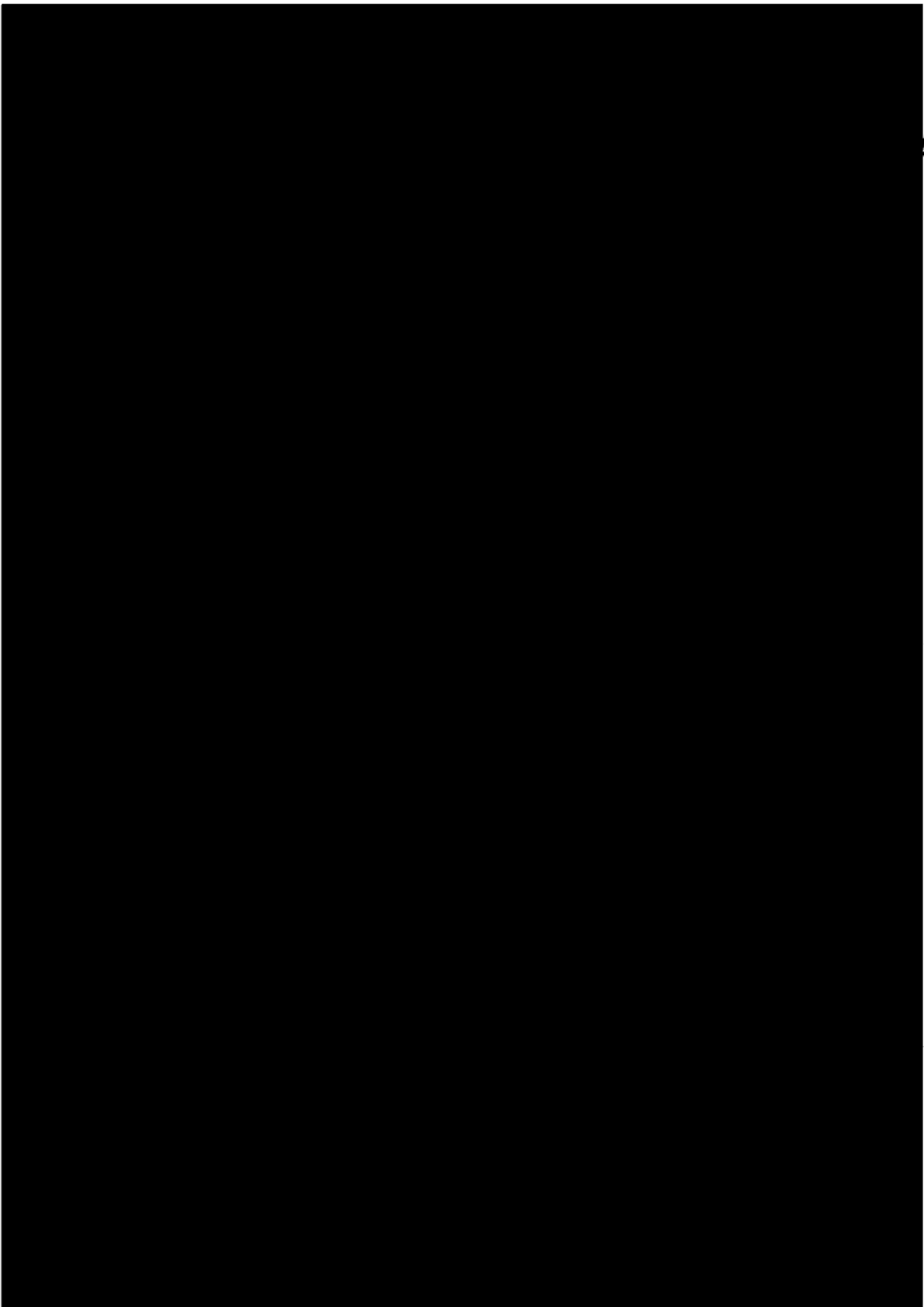


EXHIBIT "1"



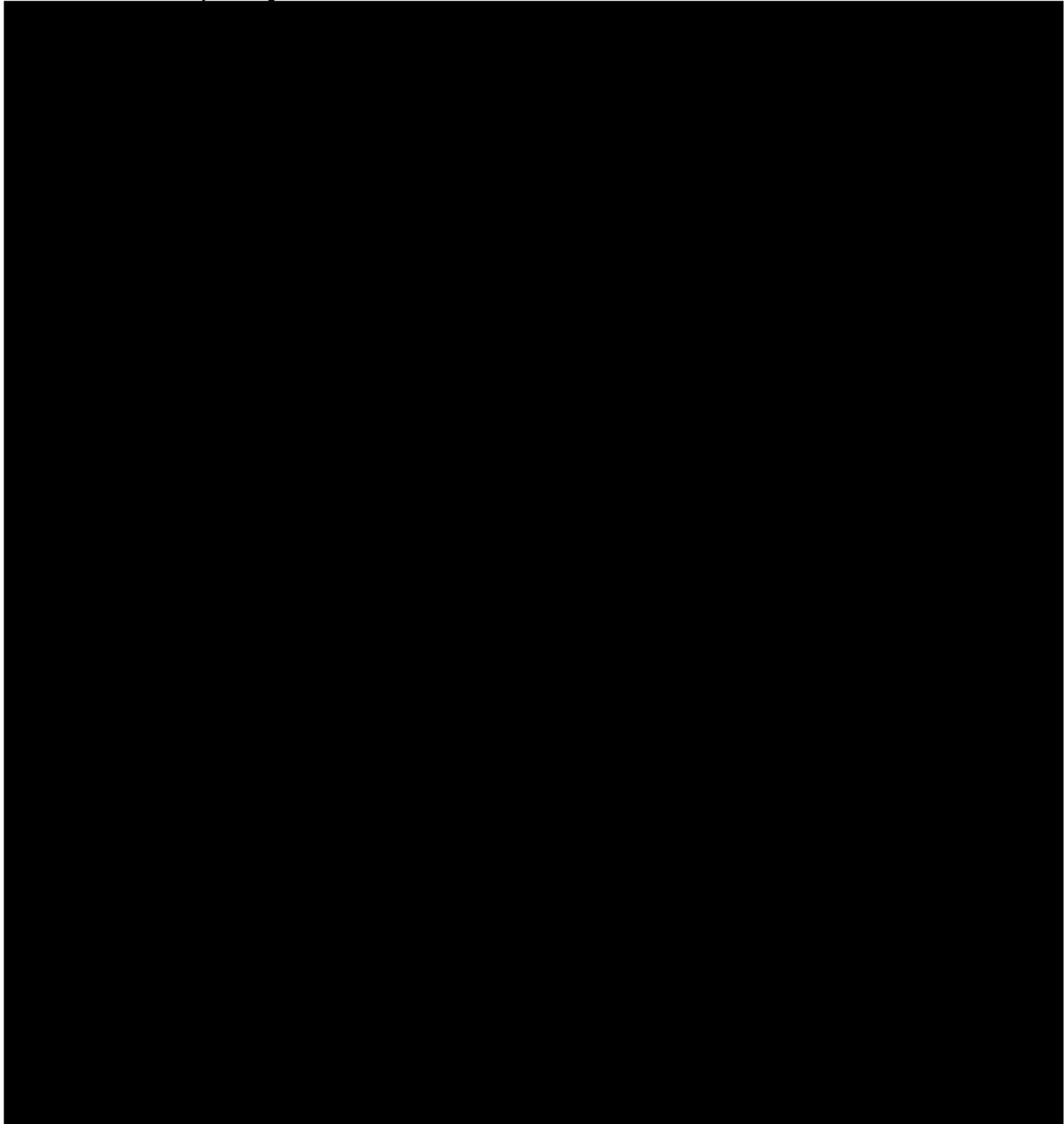
ABNA



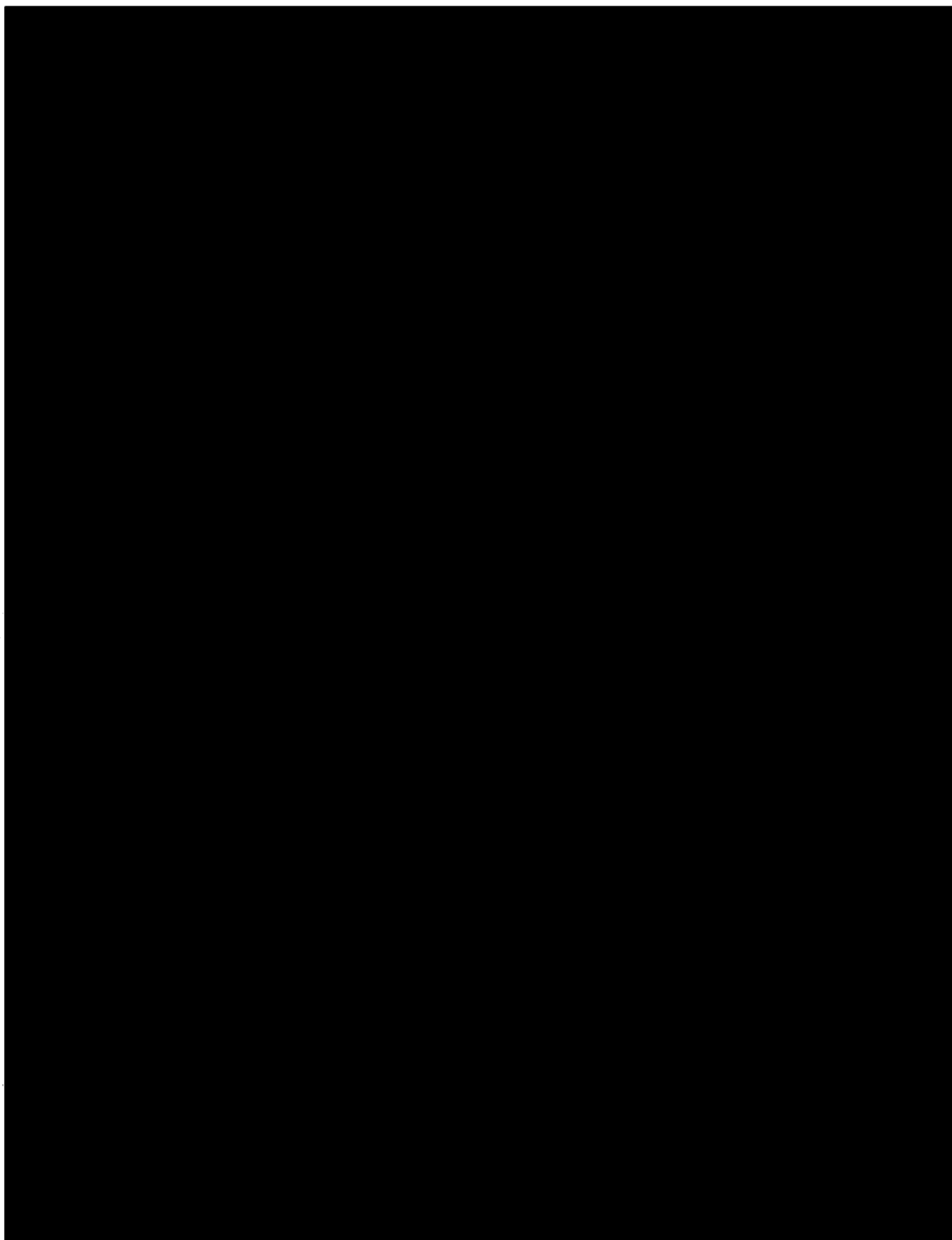
FEMI ALADE

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*Senior Project Engineer*







A

**EXHIBIT F**

**Contract No. RR-17-4295**

**ABNA of Illinois, Inc.**

**SCOPE OF SERVICES**

ABNA's scope of services will generally be for Construction inspection related to drainage construction, roadway widening, asphalt paving, earthwork, and restoration with Survey support as needed.

**EXHIBIT G**

**Contract No. RR-17-4295**

**ABNA of Illinois, 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>
PTB 175-06	Phase II for IL 132	\$525,000.00	\$50,000.00	6/1/2018
US 41	Construction Management	\$350,000.00	\$100,000.00	6/1/2018

Contract No.: RR-17-4295

Consultant: ABNA of Illinois, Inc.

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Contract Information Sheet

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

Consultant Name: Primera Engineers, Ltd.

Contract Number: RR-17-4295

Proposal Date: 2/1/2018

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 No.: RR-17-4295

Consultant: Primera Engineers, Ltd.

Date: 2/1/2018

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

CONTRACT TERM: 19 No. OF MONTHS  
SCHEDULED START DATE: 4/1/2018  
RAISE DATE: 4/1/2019  
PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

<u>4/1/2018</u> - <u>3/31/2019</u> Date Date 12.0 19.0	<u>4/1/2019</u> - <u>10/31/2019</u> Date Date 7.0 19.0	 Date Date 19.0	 Date Date 19.0	 Date Date 19.0
63.16% Escalation Factor First Period	36.84% 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 19.0	 Date Date 19.0	 Date Date 19.0	 Date Date 19.0	 Date Date 19.0
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-17-4295

Consultant: Primera Engineers, Ltd.

Date: 2/1/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

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

**DIRECT COST  
OVERTIME PREMIUM**

Total  
Estimated  
Work Hours: 1,670.00

Average  
Hourly Rate: \$48.03

Total Direct  
Labor \$80,210.10

Total  
Estimated O/T  
Hours: \_\_\_\_\_

Average  
Premium O/T  
Hourly Rate: \_\_\_\_\_

Total Overtime  
Premium: \_\_\_\_\_

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	5.00		
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	50.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$65.33	\$65.33	350.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$52.30	\$52.30	410.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$40.00	\$40.00	570.00		
No	Engineer /Accountant	\$20.00	\$60.00	\$32.49	\$32.49	145.00		
No	Senior Technical Specialist	\$25.00	\$60.00	\$34.63	\$34.63	80.00		
No	Technical Specialist	\$15.00	\$50.00	\$29.15	\$29.15	40.00		
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00	\$30.57	\$30.57	20.00		

Page 181 of 386

EXHIBIT "1"

Contract No.: RR-17-4295

Consultant: Primera Engineers, Ltd.

Date: 2/1/2018

**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	President	Erin Inman	\$50 - \$70
	Vice President		
Project Manager	Senior Project Manager	Robert Deming	\$40 - \$70
	Senior Project Manager	Eduardo DeSantiago	
	Senior Project Manager	Brad Minnick	
	Senior Project Manager	Michael Ewers	
	Project Manager	Sven Flodstrom	
Senior Engineer/Planner	Engineer 4	Mark Johnson	\$40 - \$70
	Engineer 4	Jaime Milla	
	Engineer 4	Mohammad Husain	
	Engineer 4	Scott VanDerAa	
	Engineer 4	John N Antonoglu	
	Engineer 4	John P Fehlberg	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Engineer 3	Dawn Cosentino	\$25 - \$60
	Engineer 3	Matt Villanueva	
	Engineer 3	Chad Dillavou	
	Engineer 3	Francis Zurek	
	Engineer 3	John Moran	
Staff Engineer/Planner	Engineer 2	Monica Simoni	\$20 - \$40
	Engineer 2	Jonathan Briars	
	Engineer 2	Michael Zelisko	
	Engineer 2	Douglas Keppy	
	Engineer 2	Maura Lakowski	
Engineer /Accountant	Engineer 1	Jack Rice	\$20 - \$60
	Engineer 1	Peter Busch	
	Engineer 1	Paul Koc	
	Engineer 1	Andrew Cecchi	
Senior Technical Specialist	Senior Technician	Christopher B Pisarczyk	\$25 - \$60
	Senior Technician		
Technical Specialist	Technician 1	Ezequiel Lopez	\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrative	Evelyn Harris-Kerr	\$8.25 - \$40
	Administrative	Quamrul Milky	



## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## **ALLOWABLE DIRECT COSTS**

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

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

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

#### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

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



Contract No.: RR-17-4295

Consultant: Primera Engineers, Ltd.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Erin Inman

**Project Manager:** Robert Deming

**Project Engineer:** Matt Villanueva

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

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

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

**Project Structural Engineer:** Mohammad Husain

**Project Drainage Engineer:** Dawn Cosentino

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

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

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

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

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

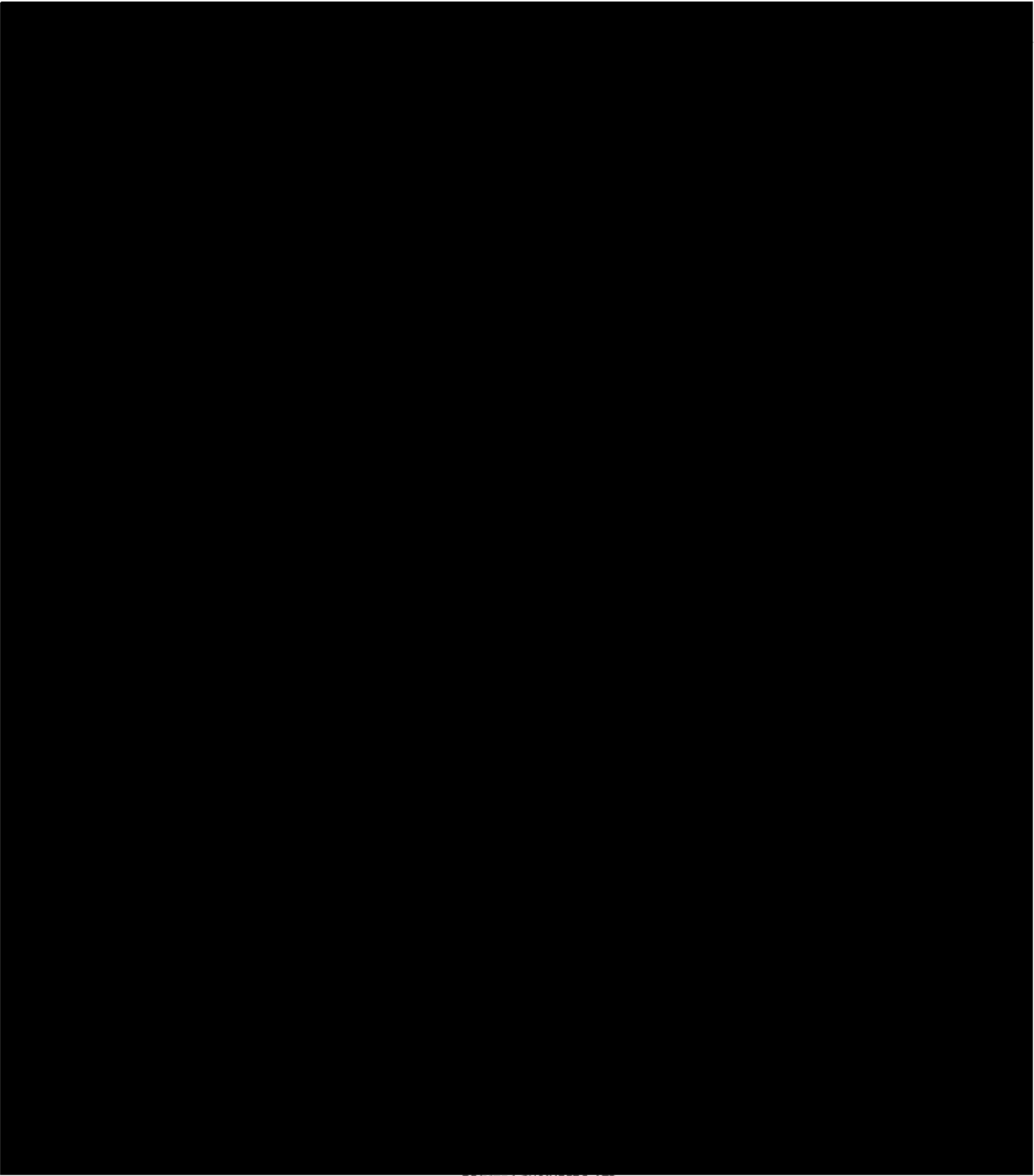
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Classification: \_\_\_\_\_

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

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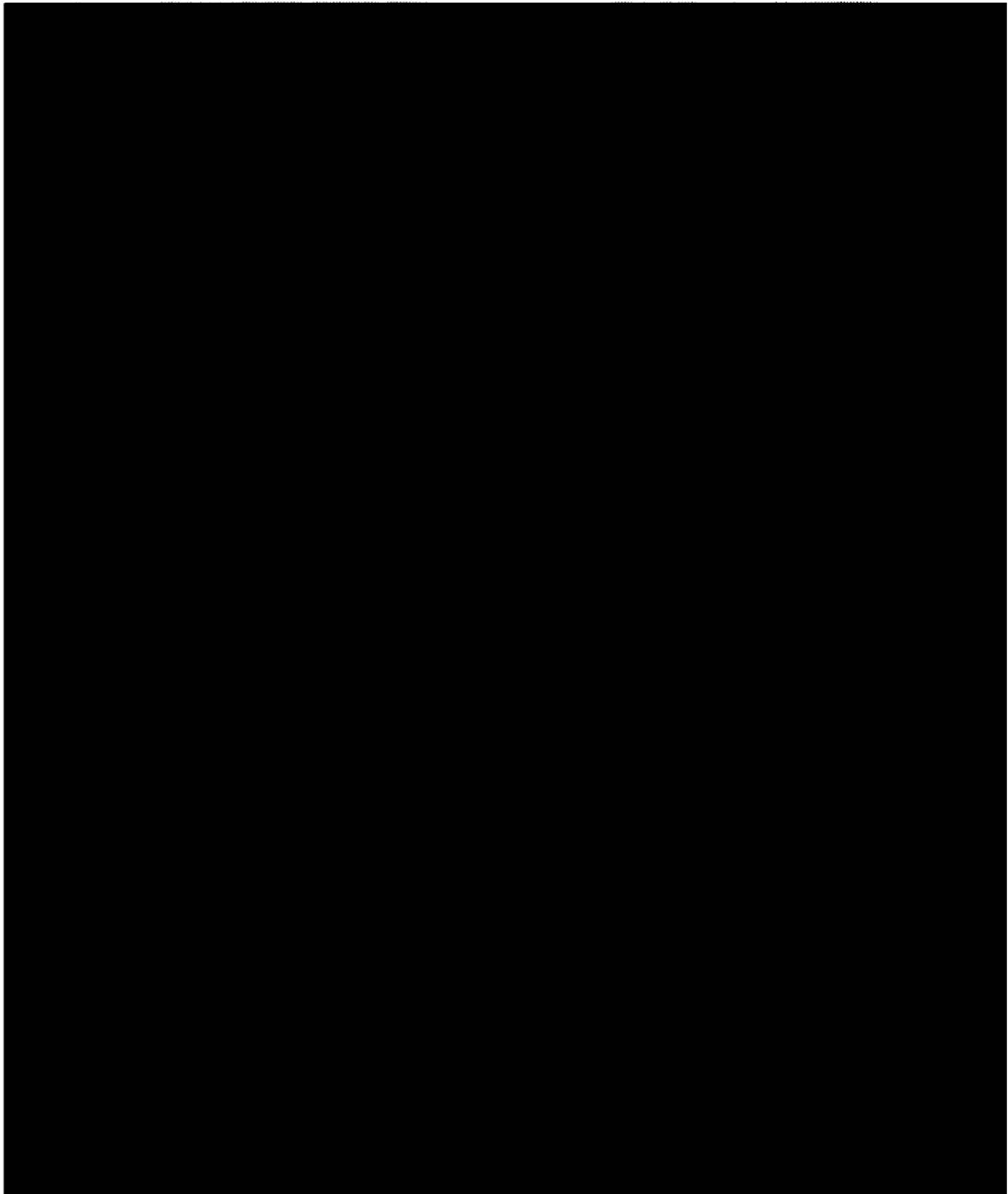
Erin Inman, PE, RCDD, LEED AP, PRESIDENT & CEO



PRIMERA ENGINEERS, LTD.

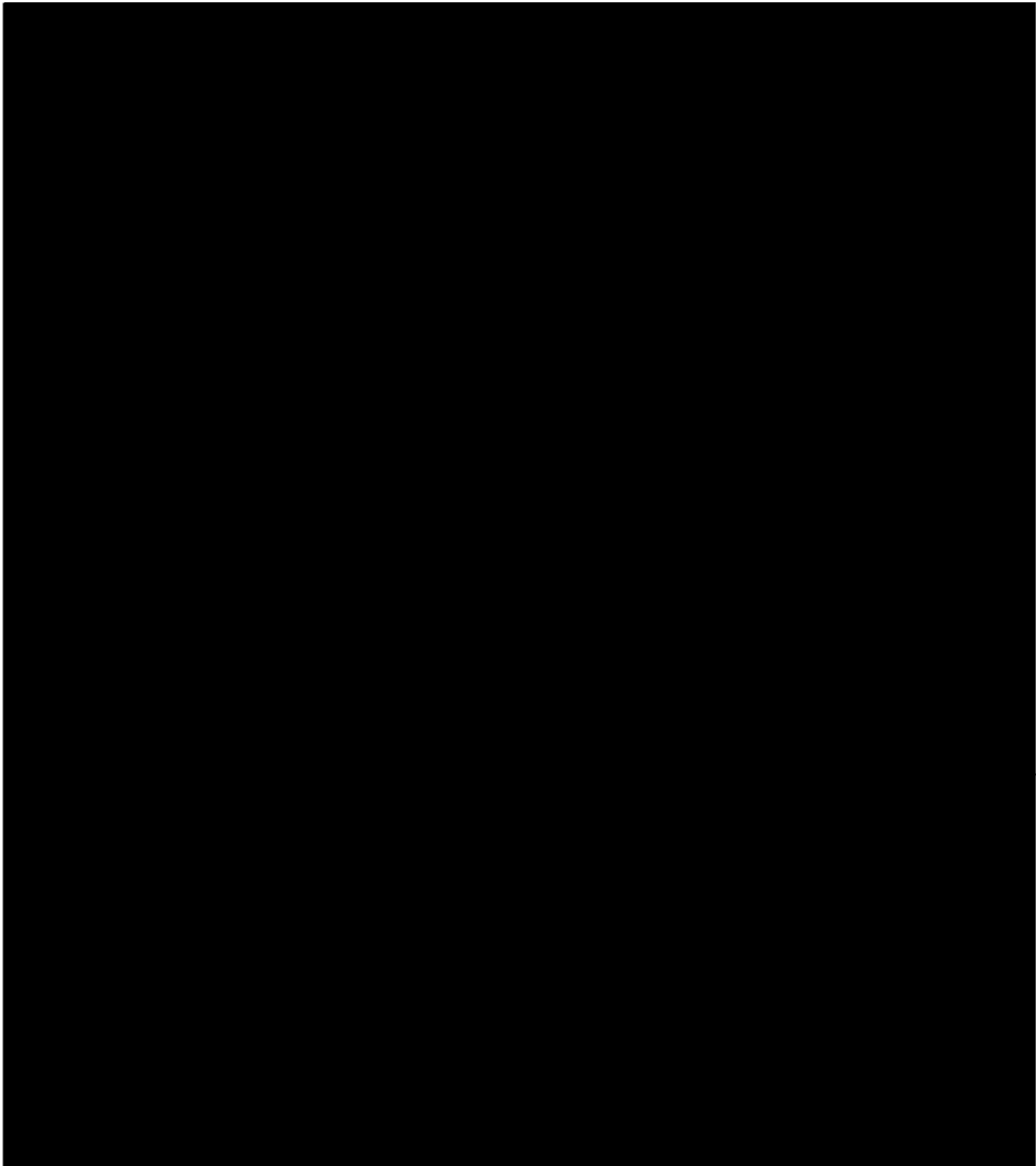


Robert Deming, PE, LEED GREEN ASSOCIATE, PROJECT ENGINEER

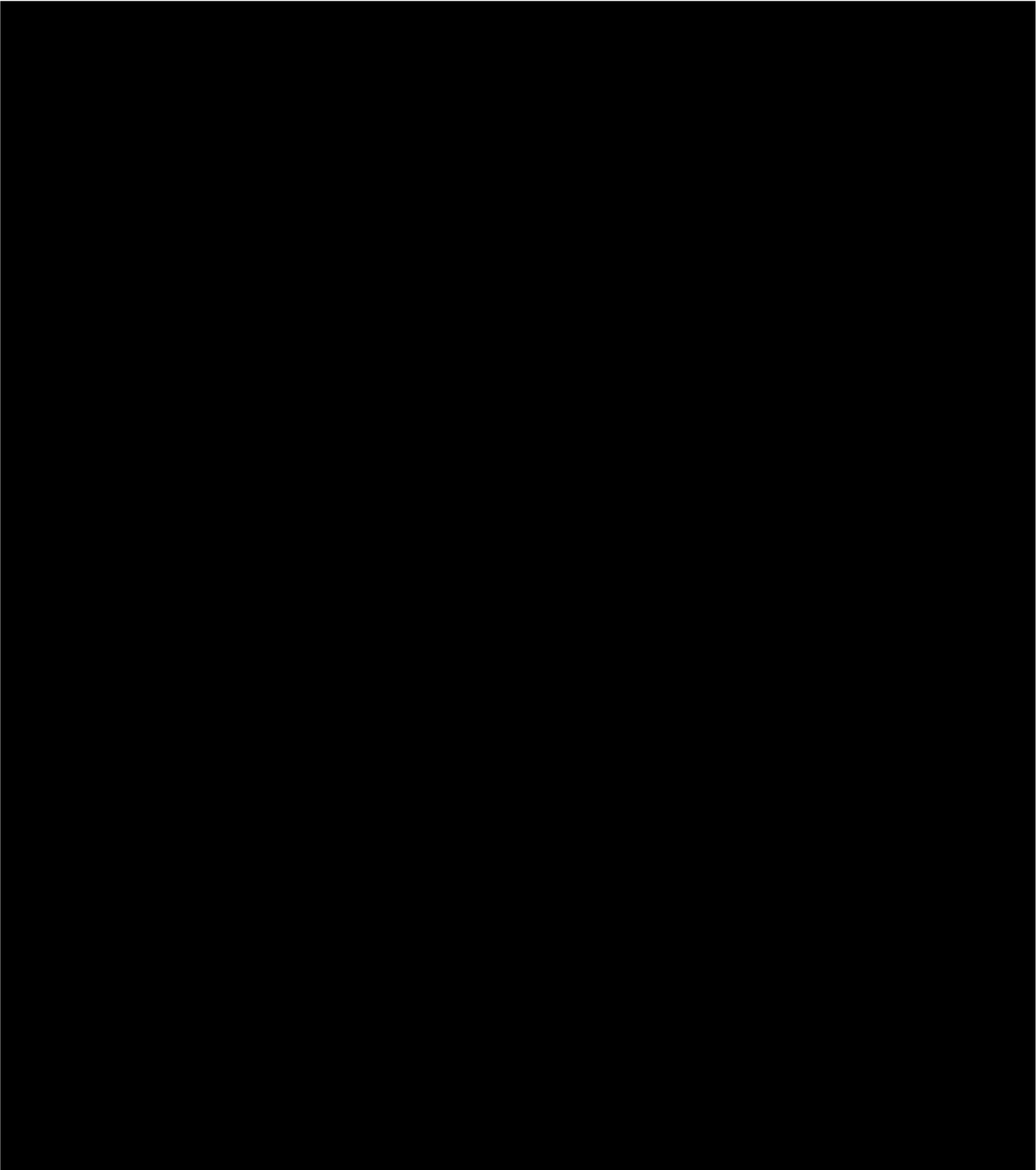


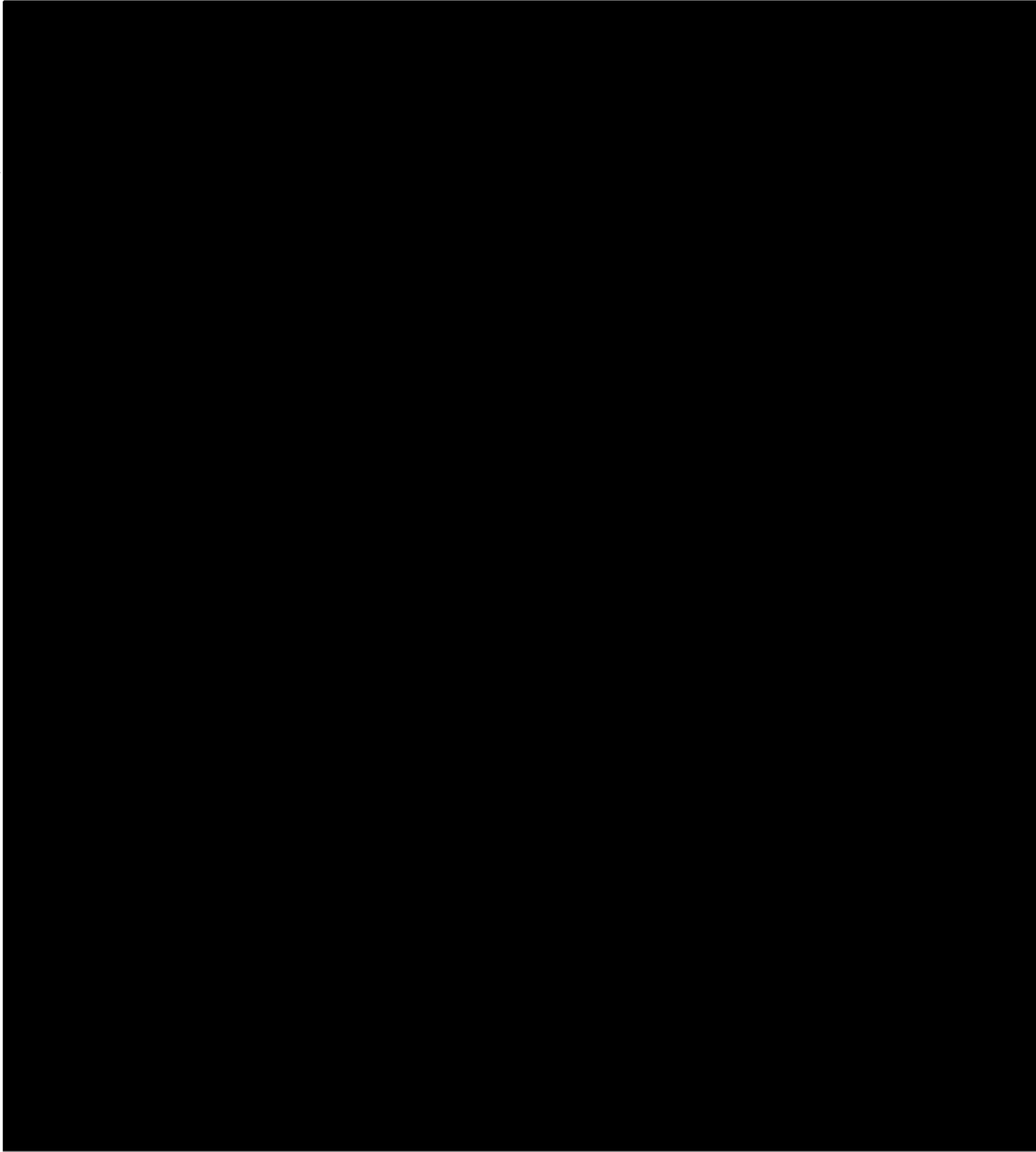
PRIMECO ENGINEERS, LTD.

EXHIBIT "I"

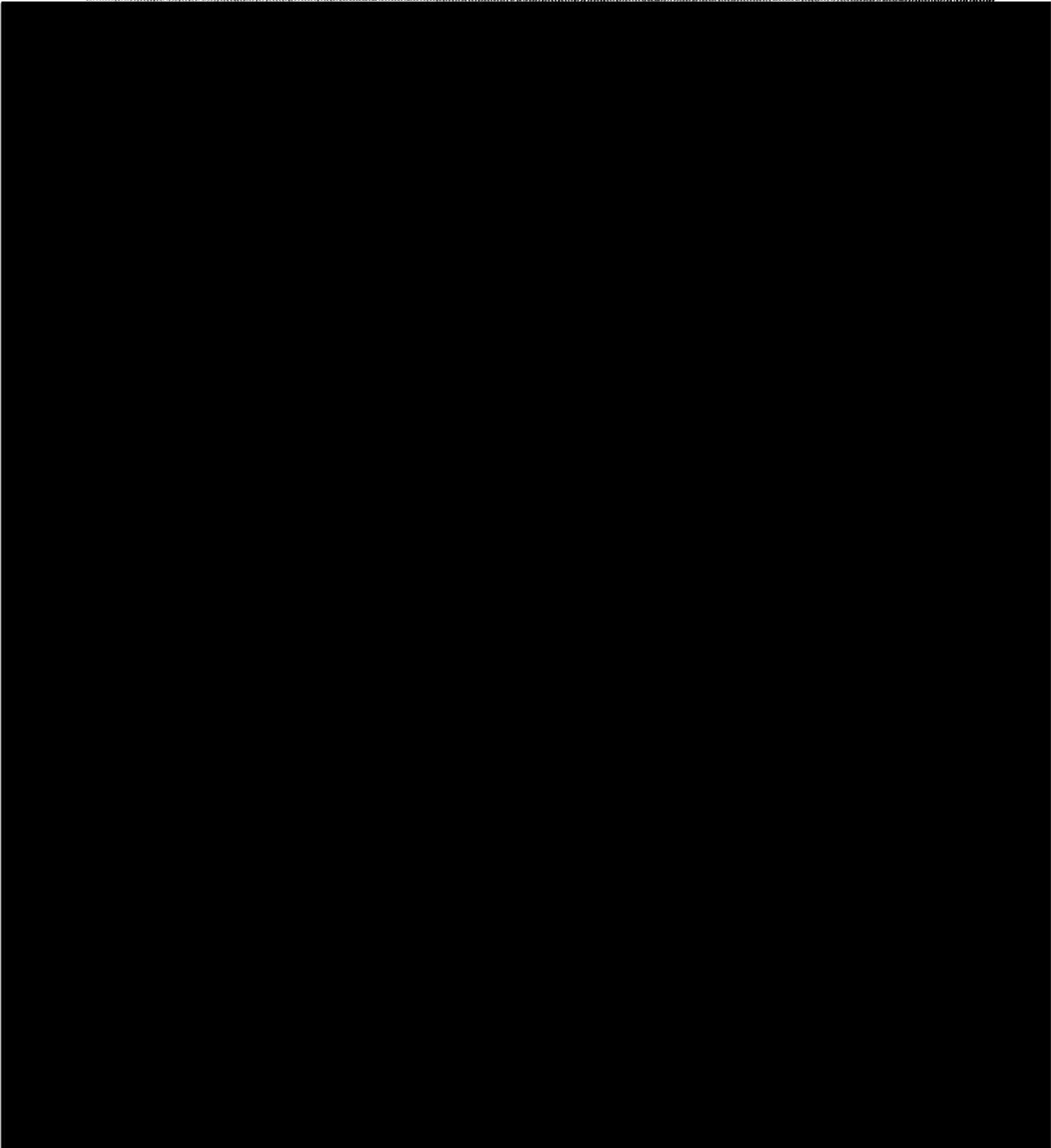


Matt Villanueva, PE, ROADWAY ENGINEER

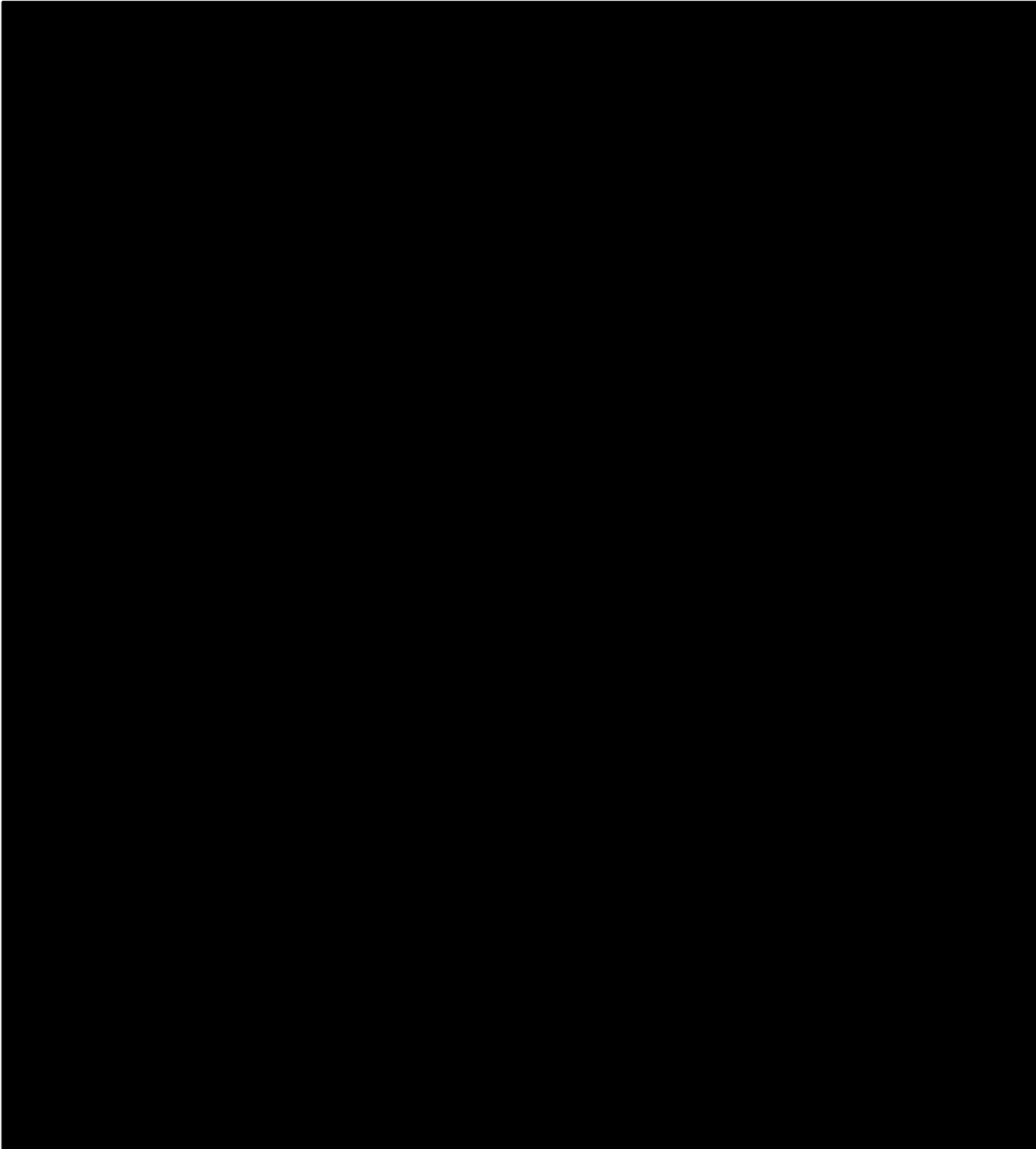




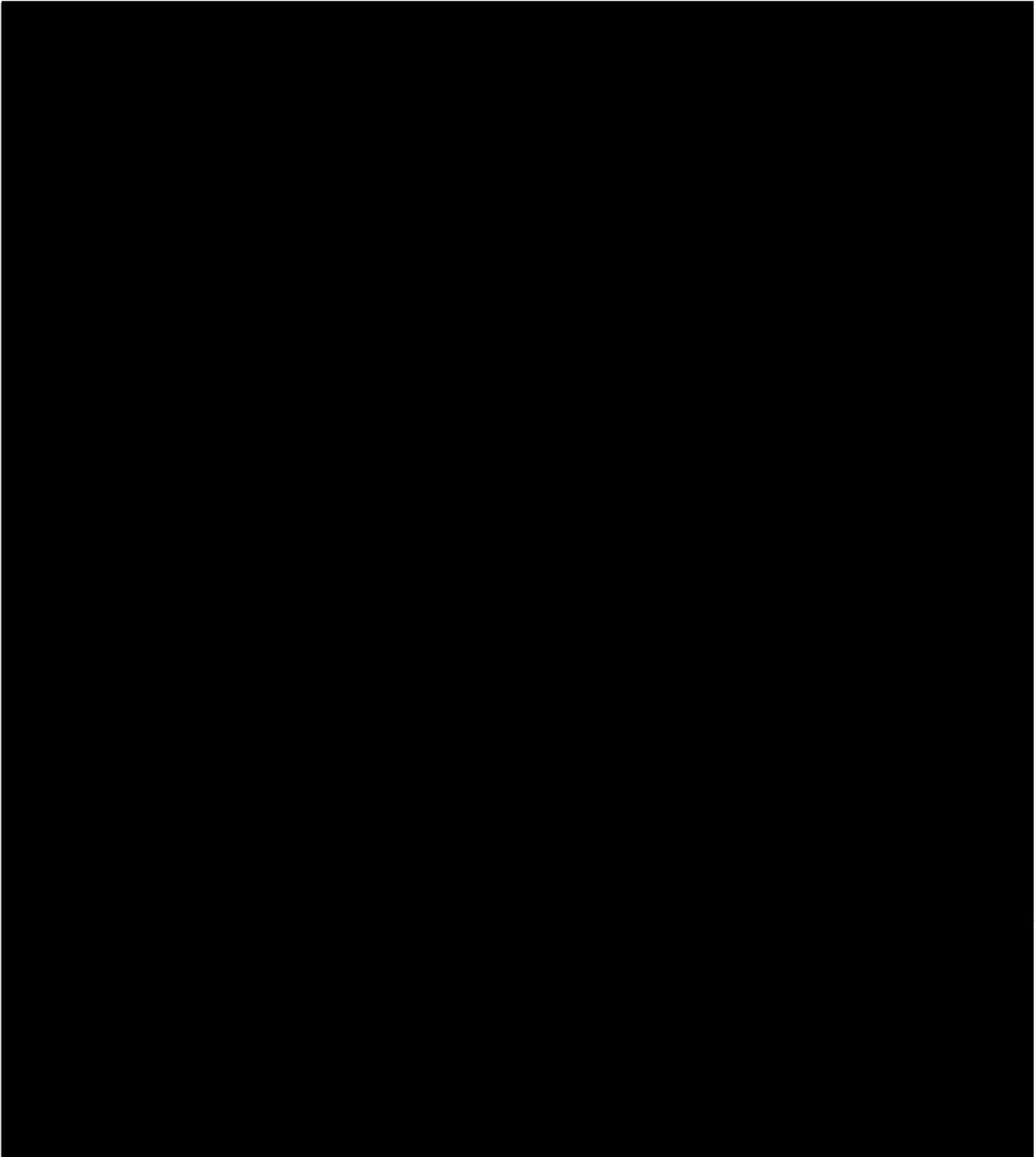
Mohammad Husain, PE, SE, STRUCTURAL ENGINEER

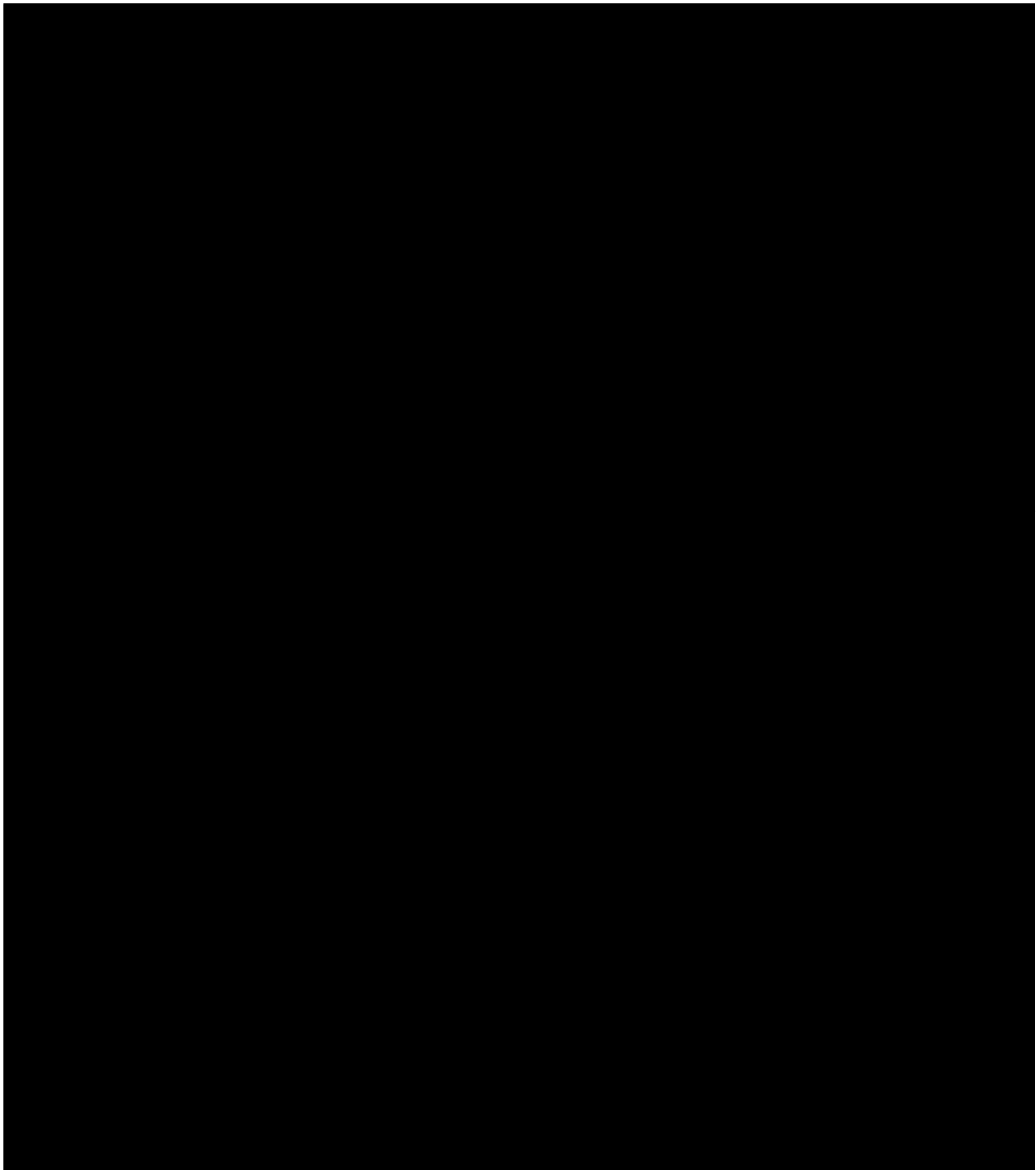






Dawn Cosentino, PE, CFM, DRAINAGE ENGINEER





**EXHIBIT F**

**Contract No. RR-17-4295**

**Primera Engineers, Ltd.**

**SCOPE OF SERVICES**

**Contact RR-17-4295- Construction Management**

**Phase III Engineering services approval - Veterans Memorial Tollway I-355, Roadway and Bridge Rehabilitation, I-55 (M.P. 12.3) to Army Trail Road (M.P. 29.8)**

**ILLINOIS TOLLWAY**

**Scope of Services**

**Construction Phase Services**

The Tollway and the CSE (under a separate contract) have requested additional assistance of the DSE to proactively manage the Contractor submittals and communications for the following elements:

- Meetings as necessary (does not include monthly book meetings or every weekly status meeting);
- Field Visits, as necessary;
- Shop drawing submittal review;
- Request for Information review;
- Non-Conformance Report (NCR) review (Processing and approval by CM)
- Material Spec submittal review;
- Anticipated requests for field alterations and construction revisions;
- Plan changes as directed by the Tollway or local agencies; and
- Input to cost associated changes as suggested by the contractor, including Value Engineering proposals

**EXHIBIT G**

**Contract No. RR-17-4295**

**Primera Engineers, Ltd.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
IL 22	IDOT Phase II Roadway Reconstruction & Widening (Quentin Rd. to IL 83)	\$3,146,948.00	\$250,000.00	12/1/2018
IL 120	IDOT Phase II Roadway and Bridge Rehabilitation	\$670,278.00	\$3,000.00	12/1/2018
Various	IDOT D1 Bike and Ped Feasibility Study	\$579,316.00	\$1,000.00	12/1/2017
Various	IDOT Various Construction Inspection	\$1,000,000.00	\$160,000.00	6/1/2018
RR-13-4151	Tollway Systemwide DUR (sub to EJM)	\$2,210,000.00	\$150,000.00	12/1/2018
I-11-4014	Tollway Elgin-O'Hare Program Managment (Sub to Ch2M Hill)	\$4,918,820.00	\$840,000.00	12/1/2019
RR-16-4255	Tollway I-355 Roadway and Bridge Rehabilitation Phase II Engineering, MP 12.3 (I-55) to MP 22.3 (Butterfield Road)	\$9,253,293.00	\$2,300,000.00	12/1/2019
I-17-4300	Tri-State Tollway, Roadway Reconstruction, Roosevelt Road (M.P. 30.5) to St. Charles Road (M.P. 32.3)	\$3,087,141.00	\$3,087,141.00	12/1/2022
Various	Cook County Department of Transportation and Highways, Various Phase II Design Engineering	\$2,500,000.00	\$2,500,000.00	12/1/2020

**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>2IM Group</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 4,476.86</td></tr> <tr><td>Direct Costs</td><td>\$ 23.34</td></tr> <tr><td>Services by Others</td><td></td></tr> <tr><td>Additional Services **</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 4,500.20</td></tr> </table>	Direct Labor	\$ 4,476.86	Direct Costs	\$ 23.34	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 4,500.20	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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<p>2 <u>SE3, LLC</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 11,819.14</td></tr> <tr><td>Direct Costs</td><td>\$ 180.86</td></tr> <tr><td>Services by Others</td><td></td></tr> <tr><td>Additional Services **</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 12,000.00</td></tr> </table>	Direct Labor	\$ 11,819.14	Direct Costs	\$ 180.86	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 12,000.00	<p>7</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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<p>3 <u>Garza-Karhoff Engineering, LLC</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 9,018.24</td></tr> <tr><td>Direct Costs</td><td>\$ 256.80</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 9,275.04</td></tr> </table>	Direct Labor	\$ 9,018.24	Direct Costs	\$ 256.80	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 9,275.04	<p>8</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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<p>4 <u>Gandhi &amp; Associates, Inc.</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 4,480.00</td></tr> <tr><td>Direct Costs</td><td>\$ 20.00</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 4,500.00</td></tr> </table>	Direct Labor	\$ 4,480.00	Direct Costs	\$ 20.00	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 4,500.00	<p>9</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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Total this Subconsultant (ULC)	\$ -																				

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

TOTAL DBE/MBE/WBE Subconsultants:	\$ 30,275.24
TOTAL Additional Services DBE/MBE/WBE Subconsultants:	\$ -
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:	\$ 30,275.24
DBE/MBE/WBE Percentage of Total Fee (Includes Additional Services):	11.01%
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):	11.01%

**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>Clorba Group Inc.</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>15,662.68</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>107.00</td></tr> <tr><td>Services by Others</td><td></td><td></td></tr> <tr><td>Additional Services **</td><td></td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>15,669.68</td></tr> </table>	Direct Labor	\$	15,662.68	Direct Costs	\$	107.00	Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	15,669.68	<p>6 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td><td></td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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Additional Services **	\$	-																													
Total this Subconsultant (ULC)	\$	-																													
<p>4 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-	<p>9 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor	\$	-																													
Direct Costs	\$	-																													
Services by Others	\$	-																													
Additional Services **	\$	-																													
Total this Subconsultant (ULC)	\$	-																													
Direct Labor	\$	-																													
Direct Costs	\$	-																													
Services by Others	\$	-																													
Additional Services **	\$	-																													
Total this Subconsultant (ULC)	\$	-																													
<p>5 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-	<p>10 _____</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
Direct Labor	\$	-																													
Direct Costs	\$	-																													
Services by Others	\$	-																													
Additional Services **	\$	-																													
Total this Subconsultant (ULC)	\$	-																													
Direct Labor	\$	-																													
Direct Costs	\$	-																													
Services by Others	\$	-																													
Additional Services **	\$	-																													
Total this Subconsultant (ULC)	\$	-																													

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

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 15,669.68  
 TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: \$ -  
 TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 15,669.68

# Contract Information Sheet

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

Consultant Name: 2IM Group, LLC

Contract Number: RR-17-4295

Proposal Date: 2/1/2018

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-17-4295

Consultant: 2IM Group, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Construction Management														
Meetings				1	1		2							4
Field Visits					2		2							4
Shop drawing review					2	2	2	2	1					9
RFI Review				1			2							3
NCR Review					2		2							4
Material Spec Review					2		2							4
Construction Revisions Approved Plan					2		2							4
Changes					2		2							4
Cost Changes/Value Engineering					2		2							4
<b>TOTALS</b>				2	15	2	18	2	1					40

EXHIBIT "1"  
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Contract No.: RR-17-4295

Consultant: 2IM Group, LLC

Date: 2/1/2018

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

CONTRACT TERM: 19 No. OF MONTHS  
 SCHEDULED START DATE: 4/1/2018  
 RAISE DATE: 5/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

4/1/2018 - 4/30/2018	5/1/2018 - 4/30/2019	5/1/2019 - 10/31/2019		
Date Date	Date Date	Date Date	Date Date	Date Date
1.0	12.0	6.0		
19.0	19.0	19.0	19.0	19.0
5.26%	63.16%	31.58%		
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
19.0	19.0	19.0	19.0	19.0
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-17-4295

Consultant: 2IM Group, LLC

Date: 2/1/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

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

**DIRECT COST  
OVERTIME PREMIUM**

Total  
Estimated  
Work Hours: 48.00

Average  
Hourly Rate: \$33.31

Total Direct  
Labor \$1,598.88

Total  
Estimated O/T  
Hours: \_\_\_\_\_

Average  
Premium O/T  
Hourly Rate: \_\_\_\_\_

Total Overtime  
Premium: \_\_\_\_\_

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00					
No	Project Manager	\$40.00	\$70.00	\$46.63	\$46.63	11.00		
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00	\$40.00	\$40.00	6.00		
No	Project Engineer/Planner	\$25.00	\$60.00	\$33.25	\$33.25	10.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$27.81	\$27.81	8.00		
No	Engineer /Accountant	\$20.00	\$60.00	\$25.25	\$25.25	7.00		
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00					
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00	\$19.00	\$19.00	6.00		

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EXHIBIT "1"





## ALLOWABLE DIRECT COSTS

10.01.2013

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

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



## **ALLOWABLE DIRECT COSTS**

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

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

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

#### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

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

Contract No.: RR-17-4295

Consultant: 2IM Group, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

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

**Project Engineer:** Amalia Baymundo

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

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

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

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

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

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

**Others:**      Name: \_\_\_\_\_

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

                  Name: \_\_\_\_\_

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

                  Name: \_\_\_\_\_

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

                  Name: \_\_\_\_\_

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



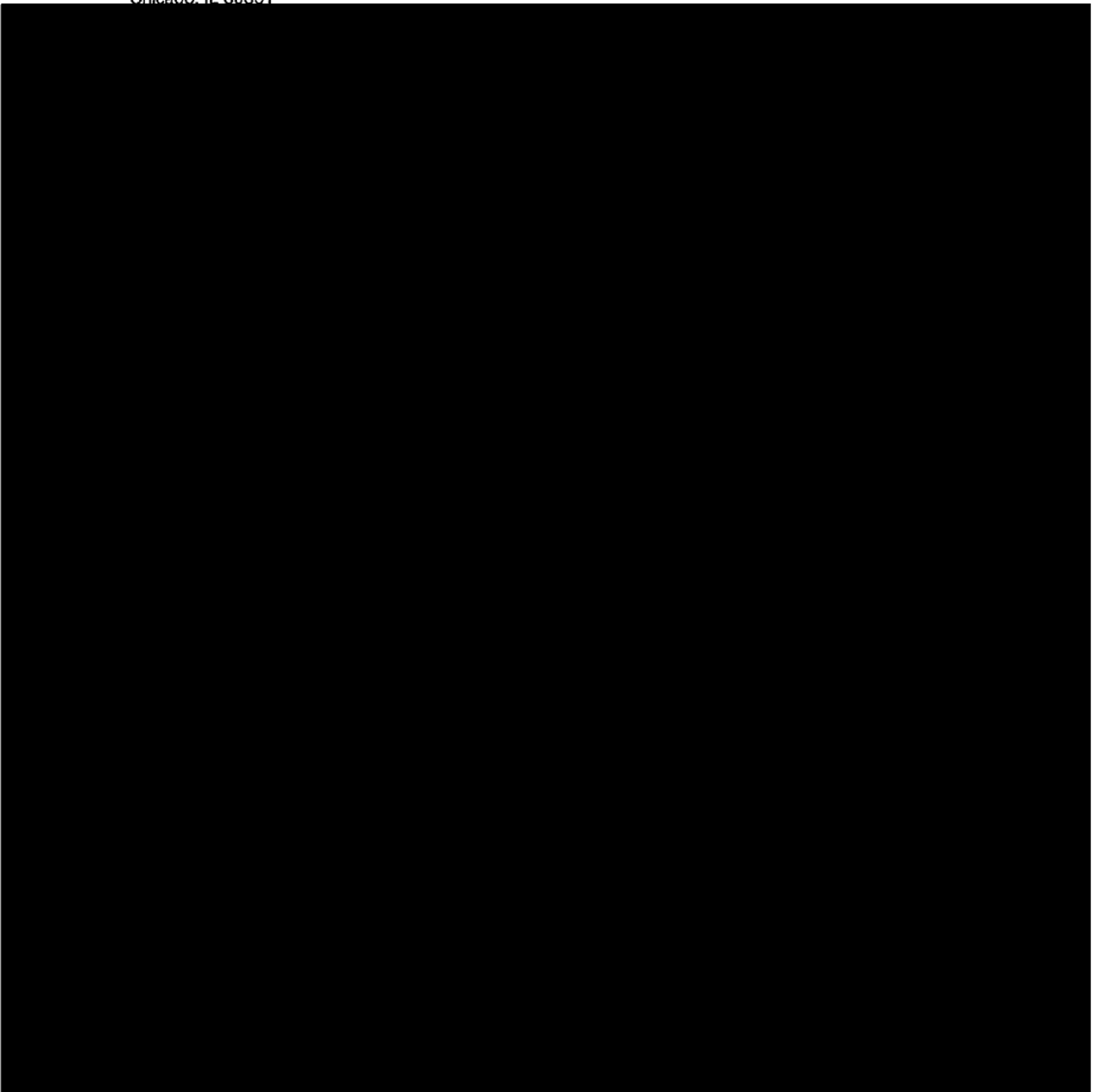
**AMALIA BAYMUNDO, EIT**

2iM Group, LLC

118 South Clinton Street

Suite 350

Chicago, IL 60661



# Exhibit F

## Scope of Work

2IM GROUP, LLC

RR-17-4295

### Scope of Services || Construction Phase Services

- 1 Meetings as necessary (does not include monthly book meetings or every weekly status meeting);
- 2 Field Visits, as necessary;
- 3 Shop drawing submittal review;
- 4 Request for Information review;
- 5 Non-Conformance Report (NCR) review (Processing and approval by CM)
- 6 Material Spec submittal review;
- 7 Anticipated requests for field alterations and construction revisions;
- 8 Plan changes as directed by the Tollway or local agencies; and
- 9 Input to cost associated changes as suggested by the contractor, including Value Engineering proposals

**Exhibit G**  
**Current Obligations for Projects**  
**2IM Group, LLC**  
**RR-17-4295**



Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplemental and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
Tri-State Tollway, St Charles Rd to North Ave/ Lake St (I-17-4301)	Phase II Engineering Services	\$1,260,043.52	\$1,260,043.52	Oct-22
Tri-State Tollway, Bridge Rehabilitation (I-17-4305)	Phase II Engineering Services	\$381,500.00	\$381,500.00	Oct-22
EOWA - Pratt Boulevard to Touhy Avenue (I-17-4678)	Phase II Engineering Services	\$256,400.00	\$256,400.00	Jan-19
Design Corridor Manager for Tri State (RR-16-4265)	Phase II Engineering Services	\$494,902.50	\$494,902.50	Apr-23
General Engineering Consultant Services (RR-15-9975RR)	Consulting Engineer Services	\$1,533,288.84	\$1,533,288.84	Dec-19
Reagan Memorial Tollway, M.P. 91.4 to M.P. 113.3 (RR-16-4254)	Phase II Engineering Services	\$255,819.54	\$66,166.64	Apr-18
I-355 Veterans Memorial Tollway M.P. 12.3 to M.P. 22.3 (RR-16-4255)	Phase II Engineering Services	\$403,228.43	\$286,282.10	May-18
General Engineering Consultant Services (RR-10-9973)	Consulting Engineer Services	\$952,825.00	\$131,340.82	Dec-17
Reconstruction & Widening I-90 at Fox River (I-12-4048)	Erosion and Sediment Control	\$392,740.30	\$5,455.51	Dec-17
Reagan (I-88) Tollway from MP 138.1 to MP 140.5 (RR-13-4116)	Phase II Services	\$112,593.02	\$1,722.64	Apr-18
Various Phase III Projects	Phase III Services	\$5,594,000.00	\$3,897,000	Ongoing
Various-Various Landscape Maintenance	ESC & Landscape	\$3,000,000.00	\$3,000,000.00	Ongoing
Various Phase I Projects	Phase I Services	\$270,000.00	\$270,000.00	Dec-18
I-290 Pump Station 4	Phase I/II Services	\$169,000.00	\$95,000.00	Oct-18
I-55 (Stevenson Expressway) Weber Rd to Willow Springs Rd	Phase III Services	\$56,000.00	\$56,000.00	Dec-17
RR-17-4295 I-355 CM Services	Phase III Services	\$4,500.00	\$4,500.00	Oct-19

Contract No.: RR-17-4295

Consultant: 2IM Group, LLC

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6	<hr/>		
	Direct Labor	<hr/>	
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-
<hr/>			
7	<hr/>		
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-
<hr/>			
8	<hr/>		
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-
<hr/>			
9	<hr/>		
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-
<hr/>			
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: SE3, LLC

Contract Number: RR-17-4295

Proposal Date: 2/1/2018

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-17-4295

Consultant: SE3, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

**Grand Total Exhibit A Hours** 96

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
CM Support				4	6	6	6	6	6	6	4	4	48
<b>TOTALS</b>				4	6	6	6	6	6	6	4	4	48



Contract No.: RR-17-4295

Consultant: SE3, LLC

**EXHIBIT B: FEE CALCULATIONS**

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

<u>96.00</u>	X	<u>\$ 43.97</u>	=	TOTAL DIRECT SALARY \$	<u>4,221.12</u>
(Total Work Hours from Exhibit C-2)		(Average Hourly Rate from Exhibit C-2)			

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

<b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b>	<b>\$</b>	<u>11,819.14</u>
---	-----------	------------------

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

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	<u>\$180.86</u>
--------------------	-----------------

**C. SERVICES BY OTHERS**

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

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

TOTAL SERVICES BY OTHERS	\$ <u>-</u>
--------------------------	-------------

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

(Requires prior authorization before use)

**ADDITIONAL SERVICES (Subconsultants)**

(Requires prior authorization before use)

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

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

<b>\$</b>	<u><b>12,000.00</b></u>
-----------	-------------------------

Contract No.: RR-17-4295

Consultant: SE3, LLC

Date: 2/1/2018

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

CONTRACT TERM: 19 No. OF MONTHS  
 SCHEDULED START DATE: 4/1/2018  
 RAISE DATE: 1/1/2019  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

4/1/2018 - 12/31/2018	1/1/2019 - 10/31/2019			
Date Date	Date Date	Date Date	Date Date	Date Date
9.0	10.0			
19.0	19.0	19.0	19.0	19.0
47.37%	52.63%			
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
19.0	19.0	19.0	19.0	19.0
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-17-4295

Consultant: SE3, LLC

Date: 2/1/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

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

**DIRECT COST**  
**OVERTIME PREMIUM**

Total  
Estimated  
Work Hours: 96.00

Average  
Hourly Rate: \$43.97

Total Direct  
Labor \$4,221.12

Total  
Estimated O/T  
Hours: \_\_\_\_\_

Average  
Premium O/T  
Hourly Rate: \_\_\_\_\_

Total Overtime  
Premium: \_\_\_\_\_

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	2.00		
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	6.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$51.73	\$51.73	16.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$46.48	\$46.48	36.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$31.29	\$31.29	12.00		
No	Engineer /Accountant	\$20.00	\$60.00	\$27.05	\$27.05	4.00		
No	Senior Technical Specialist	\$25.00	\$60.00	\$41.36	\$41.36	12.00		
No	Technical Specialist	\$15.00	\$50.00					
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00	\$22.46	\$22.46	8.00		

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EXHIBIT "1"



Contract No.: RR-17-4295 Consultant: SE3, LLC

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

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

**DIRECT COST CATEGORY**

None \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)      \$      180.86**



## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## **ALLOWABLE DIRECT COSTS**

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

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

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

#### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

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

Contract No.: RR-17-4295

Consultant: SE3, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** Brian K. Scifers

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

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

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

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

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

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

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

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

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

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

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

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

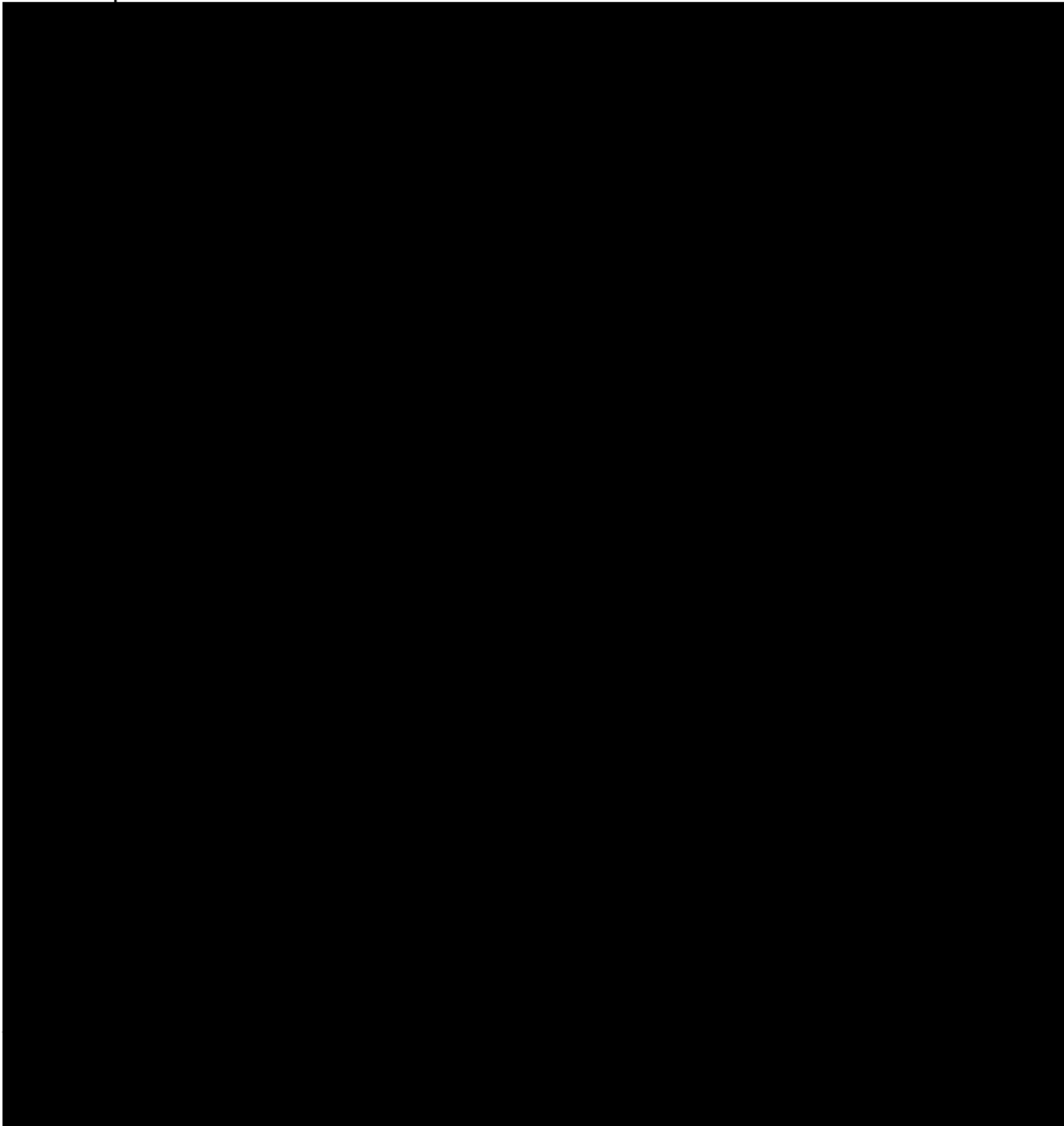
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Name: \_\_\_\_\_

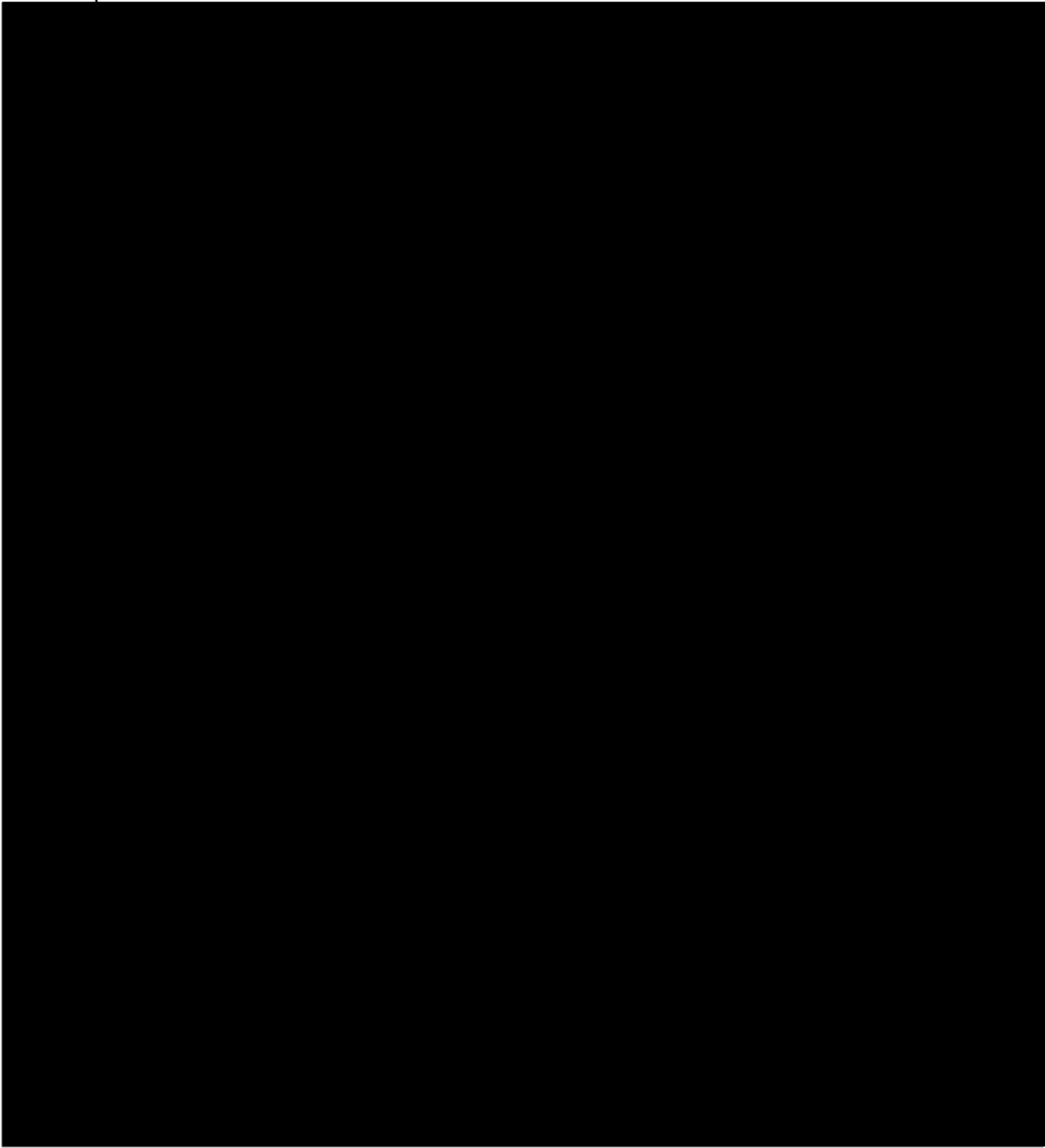
Classification: \_\_\_\_\_

**Brian K. Scifers, P.E., PTOE**

*Senior Project Manager*



**SE3**<sub>LLC</sub>



**EXHIBIT F**

**Contract No. RR-17-4295**

**SE3, LLC**

**SCOPE OF SERVICES**

Provide construction support to the CM, as necessary, for design services completed by SE3, LLC:

- Attend meetings (does not include monthly book meetings or every weekly status meeting);
- Perform field visits;
- Assist with shop drawing submittal review;
- Assist with Request for Information review;
- Assist with Non-Conformance Report (NCR) review (Processing and approval by CM)
- Perform material spec submittal review;
- Provide input on anticipated requests for field alterations and construction revisions;
- Perform plan changes as directed by the Tollway or local agencies; and
- Provide input to cost associated changes as suggested by the contractor, including Value Engineering proposals

**EXHIBIT G**

Contract No. I-17-4295

SE3, LLC

**CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-10-9973	GEC Contract	\$6,696,691.21	\$371,017.59	12/31/17
PTB 159/11	US 45 from IL 132 to Washington St.	\$77,785.91	\$77,785.91	7/31/19
P-91-346-15	Phase I Various Geometrics Program Management	\$165,669.16	\$30,270.04	5/31/19
RR-16-4265	Central Tri-State, DCM Contract	\$13,315,050.00	\$12,849,739.46	4/1/23
D-91-008-14	IL 47 from Charles Road to North of IL Route 120, Phase II	TBD	TBD	TBD
D-91-199-16	Various-Variou	TBD	TBD	TBD
MO-12-1237	Pavement Management Services	\$135,000.00	\$1,944.68	12/30/16
MO-17-1238	SW PRMS	TBD	TBD	TBD
I-13-4613	Elgin-O'Hare CUR, CM Upon Request	\$500,000.00	\$10,647.14	4/30/17
P-92-017-10	I-280 over the Mississippi River near Milan, Phase I/II	TBD	TBD	TBD
P-91-119-14	Various/ Various Phase 1	\$103,566.18	\$13,425.02	8/27/19
RR-16-9189	ISTHA PSB 16-1 CUR	\$248,000.00	\$36,133.92	12/30/18
RR-13-4117	Reagan Memorial East West Connector CM	\$213,000.00		5/31/19
I-17-4304	ISTHA I-294 DUR	TBD	TBD	TBD
I-17-4308	ISTHA I-294 ITS & Light Install, 95th St to Balmoral	TBD	TBD	TBD
I-17-4315	ISTHA I-294 CUR	TBD	TBD	TBD
I-17-4674	EOWA Westbound Collector Distributor Rd Phase II	\$224,250.00	\$224,250.00	11/3/19
RR-16-4276	Systemwide Design Services Upon Request Phase II	\$100,000.00	\$100,000.00	5/31/19
I-17-4296	ISTHA I-294 Recon, 95th St. to LaGarange RD	TBD	TBD	TBD
C-93-006-18	Const. Inspection for US 34	\$250,000.00	\$250,000.00	11/31/19
D-91-434-12	Master Agreement	\$400,000.00	\$21,637.07	3/31/19
---	PTB 164/10 - WO #10 In-House Assistance	\$22,000.76	\$0.00	Indefinite
D-91-466-14	PTB 173/12 Various Traffic Signal Design	\$600,000.00	\$600,000.00	12/31/20
	PTB 173/12 - WO #1 Torrence SPUJ	\$23,093.35	\$23,093.35	9/1/18
RR-17-4293	SW CUR	\$2,000,000.00	\$2,000,000.00	12/31/21
I-15-4654	ISTHA PSB15-2 - EOWA	\$303,396.83	\$23.49	2/30/19
I-17-4675	EOWA Eastbound Collector Distributor Rd Phase II	\$92,500.00	\$92,500.00	12/31/19
PTB 164/4	US 45 (Milburn Bypass)Phase II	\$263,568.25	\$11,166.74	12/3/17
RR-13-4116	I-88, Reconstruction, York to I-290	\$297,429.43	\$11,381.57	9/30/17
RR-16-4256	I-355 Butterfield to Army Trail	\$355,483.53	\$223,909.73	8/31/22
RR-16-4255	I-355 S. of I-55 Butterfield	\$653,569.90	\$257,497.14	11/30/22
I-17-4297	ISTHA I-294 Recon, 75th ST to I-55	TBD	TBD	TBD
P-91-120-14	Various Phase I	TBD	TBD	TBD
RR-14-4223	Central Tri-State Tollway Master Plan	\$1,025,110.40	\$96,168.28	12/31/17



**EXHIBIT G**

**Contract No. I-17-4295**

**SE3, LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

I-17-4298	ISTHA I-294 Recon, I-55 Ramps to Ogden Ave	TBD	TBD	TBD
P-92-005-15	Various Phase I/ II	\$243,414.00	\$227,440.80	8/31/20
I-17-4302	ISTHA I-294 Recon, Bridge&Rehabil, Wold Rd to O'are Oasis	TBD	TBD	TBD

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: Garza Karhoff Engineering, LLC

Contract Number: RR-17-4295

Proposal Date: 2/1/2018

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 No.: RR-17-4295

Consultant: Garza Karhoff Engineering, LLC

Date: 2/1/2018

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

CONTRACT TERM: 19 No. OF MONTHS  
 SCHEDULED START DATE: 4/1/2018  
 RAISE DATE: 1/1/2019  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

4/1/2018 - 12/31/2018	1/1/2019 - 10/31/2019			
Date Date	Date Date	Date Date	Date Date	Date Date
9.0	10.0			
19.0	19.0	19.0	19.0	19.0
47.37%	52.63%			
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
19.0	19.0	19.0	19.0	19.0
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-17-4295

Consultant: Garza Karhoff Engineering, LLC

Date: 2/1/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

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

**DIRECT COST  
OVERTIME PREMIUM**

Total  
Estimated  
Work Hours: 80.00

Average  
Hourly Rate: \$40.26

Total Direct  
Labor \$3,220.80

Total  
Estimated O/T  
Hours: \_\_\_\_\_

Average  
Premium O/T  
Hourly Rate: \_\_\_\_\_

Total Overtime  
Premium: \_\_\_\_\_

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$60.00	\$60.00	2.00		
No	Project Manager	\$40.00	\$70.00	\$59.00	\$59.00	12.00		
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00					
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$36.25	\$36.25	66.00		
No	Senior Technical Specialist	\$25.00	\$80.00					
No	Technical Specialist	\$15.00	\$50.00					
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00					

Page 243 of 386

EXHIBIT "1"





## ALLOWABLE DIRECT COSTS

10.01.2013

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

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Air Fare	Coach Rate with 2 weeks advance purchase
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Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
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Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

## **ALLOWABLE DIRECT COSTS**

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

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

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

#### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

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

Contract No.: RR-17-4295

Consultant: Garza Karhoff Engineering, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Brenda G. Karhoff

**Project Manager:** Brenda G. Karhoff

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

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

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

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

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

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

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

**Others:** Name: Lidija Scekcic

Classification: Structural Engineer

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

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

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

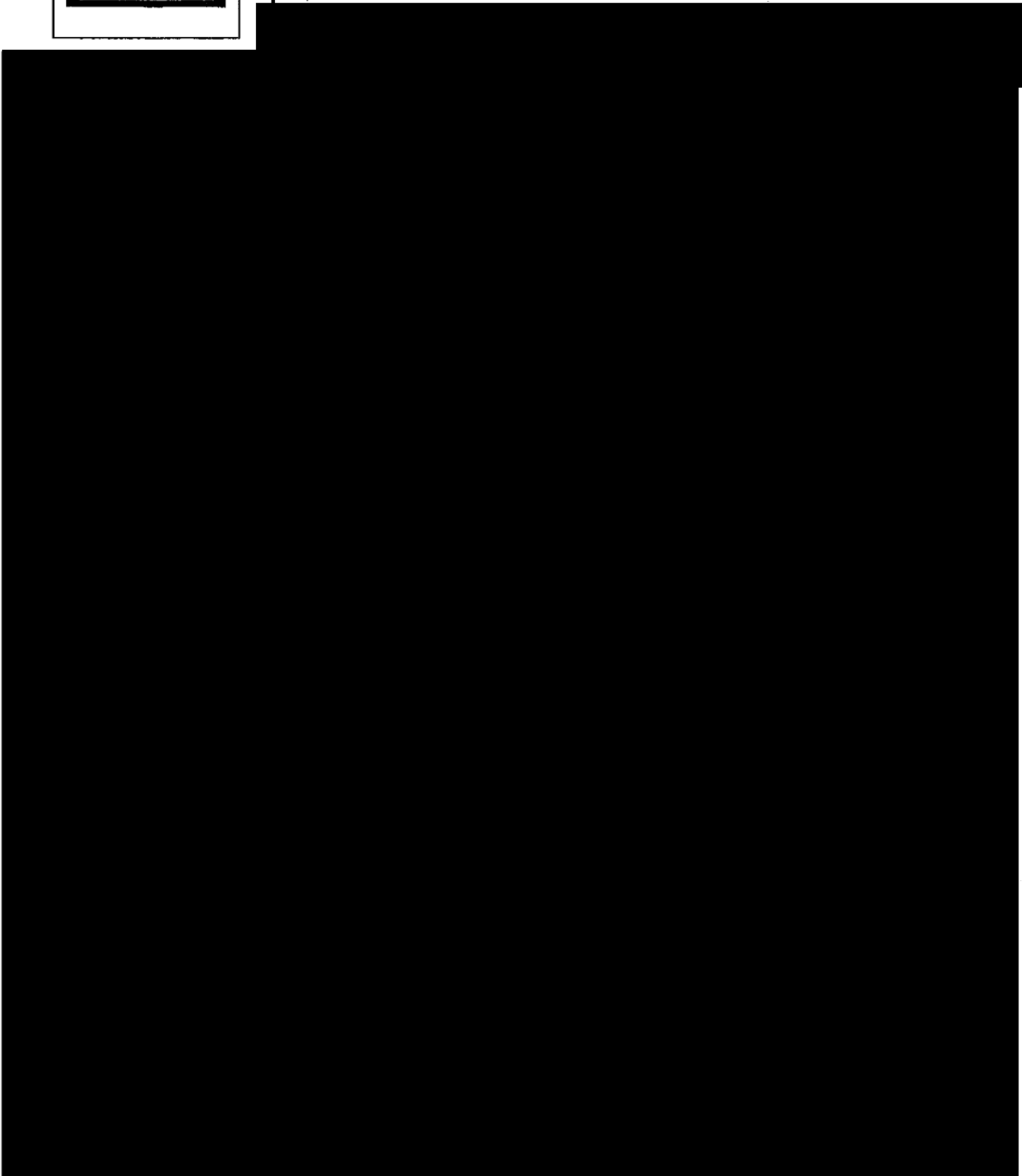
Classification: \_\_\_\_\_

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

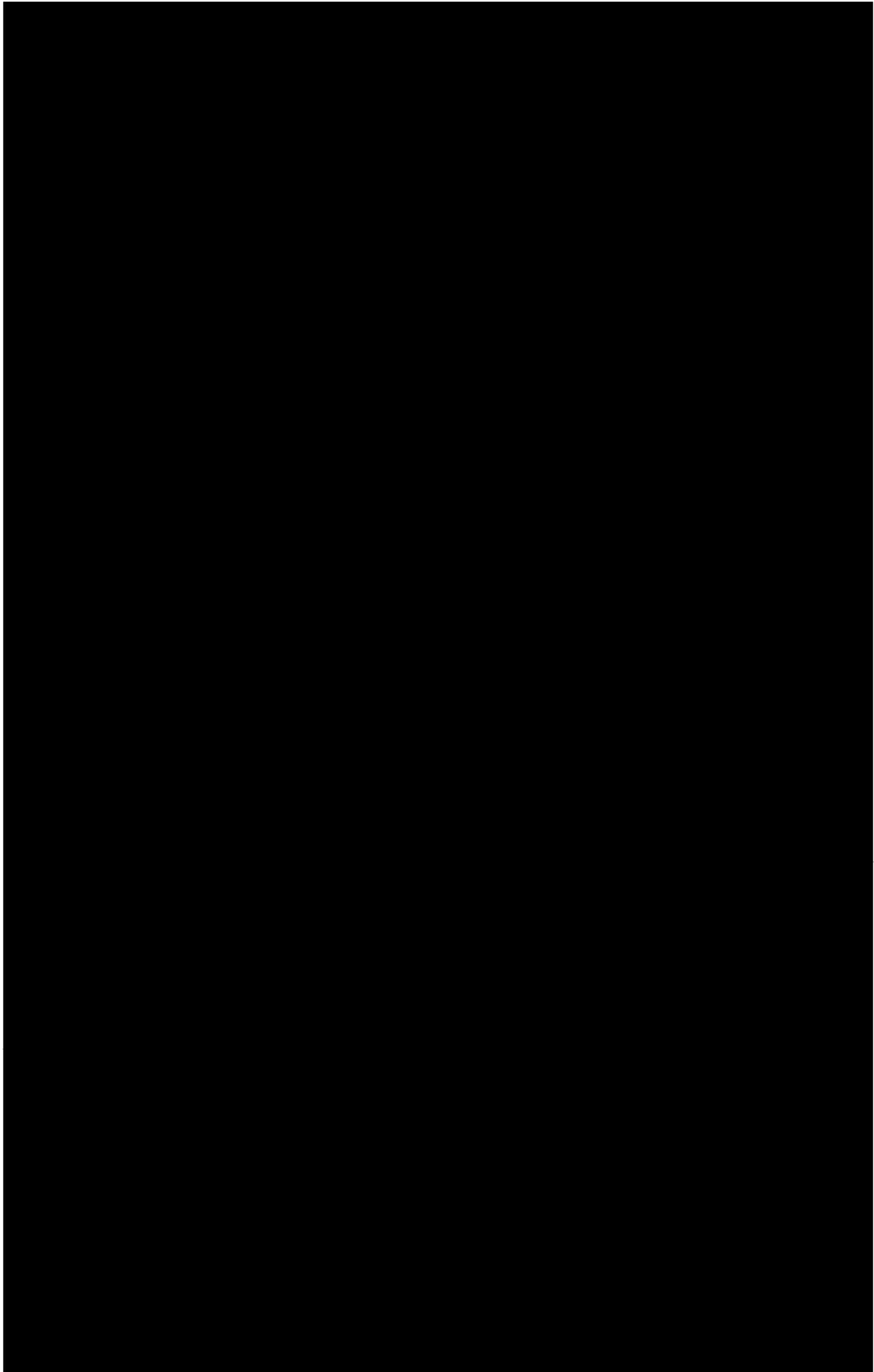
Classification: \_\_\_\_\_



**BRENDA G. KARHOFF, SE, PE**  
**PRESIDENT/PROJECT MANAGER**

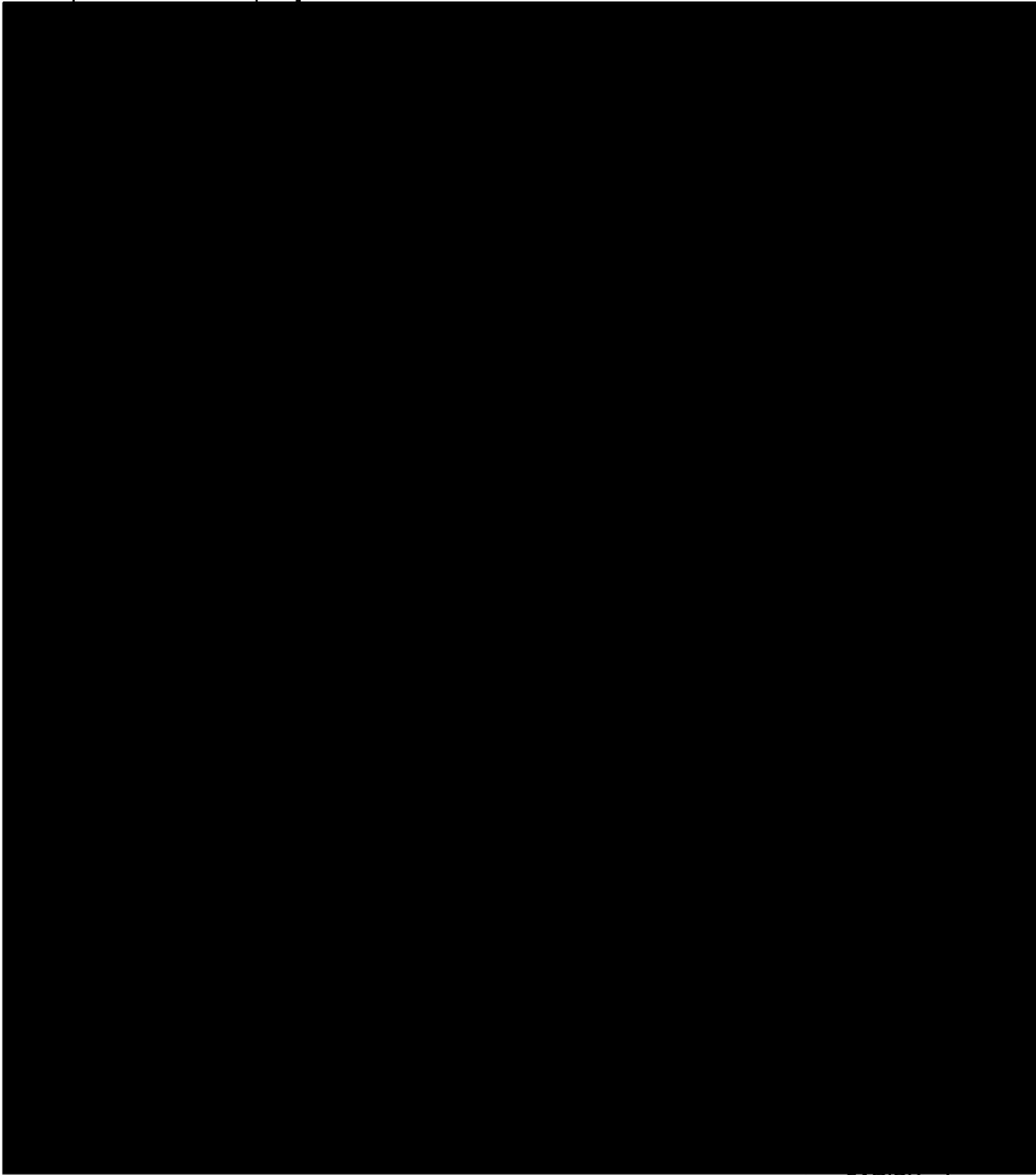








**LIDIJA SCEKIC**  
**STRUCTURAL ENGINEER**



**EXHIBIT F**

**Contract No. RR-17-4295**

**Garza Karhoff Engineering, LLC**

**SCOPE OF SERVICES**

**CONSTRUCTION PHASE SERVICES**

The Tollway and the CSE (under a separate contract) have requested additional assistance of the DSE to proactively manage the Contractor submittals and communications for the following elements:

- Meetings as necessary (does not include monthly book meetings or every weekly status meeting;
- Field Visits, as necessary;
- Shop drawing submittal review;
- Request for Information review;
- Non-Conformance Report (NCR) review (Processing and approval by CM)
- Material Spec submittal review;
- Anticipated requests for field alterations and construction revisions;
- Plan changes as directed by the Tollway or local agencies; and
- Input to cost associated changes as suggested by the contractor, including Value Engineering proposals

**EXHIBIT G**

**Contract No. RR-17-4295**

**Garza Karhoff Engineering, LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-12-4043	EOWA DUR	\$301,884.00	\$38,879.22	3/30/2018
PTB154-007	Phase 1 for IL173 Widening	\$212,875.00	\$12,875.00	TBD
PTB158-003	Phase 2 IL Rt 22 Retaining Wall	\$73,000.00	\$26,750.00	TBD
RR-14-4223	Roadway Study TriState Tollway I294 MP17.5 to MP29.5	\$702,198.00	\$20,490.46	1/30/2018
RR-16-4255	Roadway and Bridge Rehabilitation - Veterans Memorial Tollway (I-355) MP12.3 to MP22.3	\$275,100.00	\$61,500.28	12/8/2018
RR-16-4275	Edens Spur, Tri-State Tollway Roadway and Bridge Reconstruction from Mile Post 26.25	\$225,225.00	\$178,363.08	6/1/2019
I-17-4676	EOWA Northern System Interchange	\$1,339,800.00	\$1,323,798.00	5/30/2020

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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: Gandhi and Associates, Inc.

Contract Number: RR-17-4295

Proposal Date: 2/1/2018

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-17-4295

Consultant: Gandhi and Associates, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Phase III - RFI's				2	4	4	4	4	2	2				22
<b>TOTALS</b>				2	4	4	4	4	2	2				22







Contract No.: RR-17-4295

Consultant: Gandhi and Associates, Inc.

Date: 2/1/2018

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

CONTRACT TERM: 19 No. OF MONTHS  
 SCHEDULED START DATE: 4/1/2018  
 RAISE DATE: 1/1/2019  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

4/1/2018 - 12/31/2018	1/1/2019 - 10/31/2019			
Date Date	Date Date	Date Date	Date Date	Date Date
9.0	10.0			
19.0	19.0	19.0	19.0	19.0
47.37%	52.63%			
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
19.0	19.0	19.0	19.0	19.0
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-17-4295

Consultant: Gandhi and Associates, Inc.

Date: 2/1/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

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

**DIRECT COST OVERTIME PREMIUM**

Total Estimated Work Hours: 32.00

Average Hourly Rate: \$50.00

Total Direct Labor \$1,600.00

Total Estimated O/T Hours: \_\_\_\_\_

Average Premium O/T Hourly Rate: \_\_\_\_\_

Total Overtime Premium: \_\_\_\_\_

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00					
No	Project Manager	\$40.00	\$70.00	\$61.00	\$61.00	4.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$50.00	\$50.00	2.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$50.00	\$50.00	18.00		
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$50.00	\$50.00	4.00		
No	Technical Specialist	\$15.00	\$50.00	\$39.00	\$39.00	4.00		
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					

Page 267 of 386 EXHIBIT "1"





## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## **ALLOWABLE DIRECT COSTS**

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



## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

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

#### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

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

Contract No.: RR-17-4295

Consultant: Gandhi and Associates, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** Pravinchandra K. Gandhi

**Project Engineer:** Peter A. Van de Motter

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

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

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

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

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

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

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

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

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

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

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

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

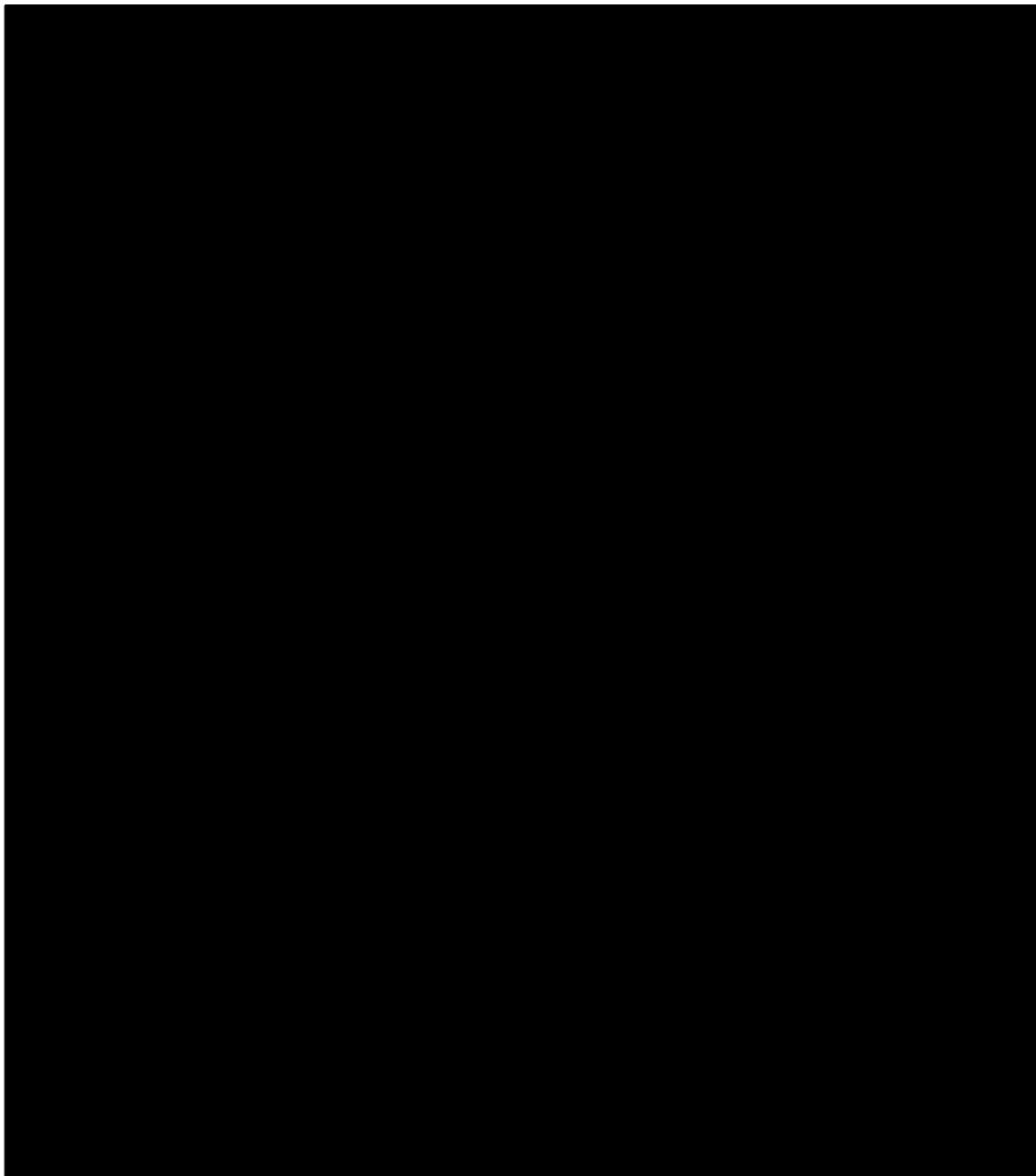
Name: \_\_\_\_\_

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

**GANDHI AND ASSOCIATES, INC.**

***PRAVINCHANDRA K. GANDHI, P.E., PTOE***

President

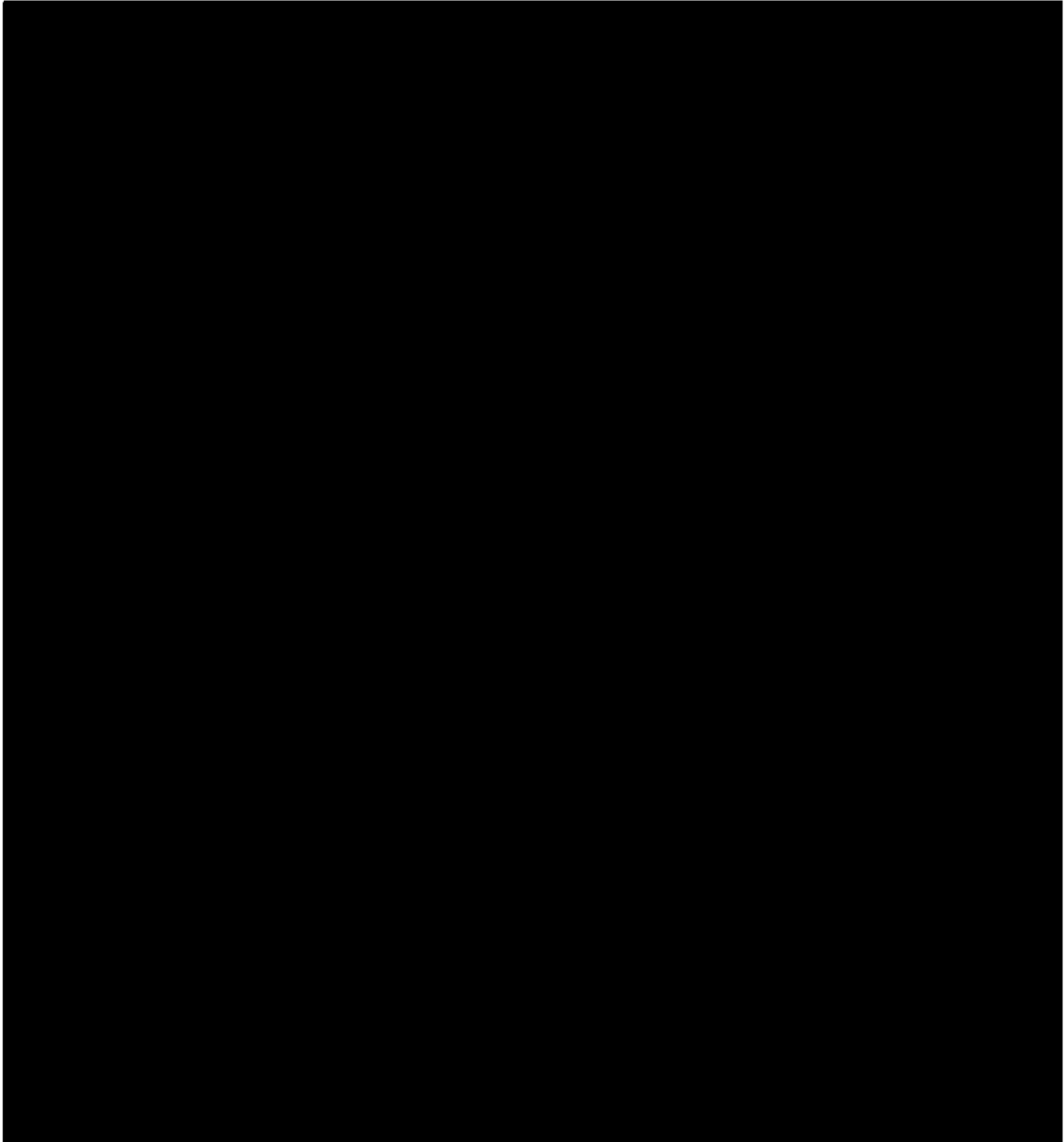


6035 N. NORTHWEST HIGHWAY, SUITE 306 • CHICAGO, ILLINOIS 60631  
TEL: (773) 774-5910 • FAX: (773) 774-3815 • E-MAIL: PKG@PKGANDHI.COM

**GANDHI AND ASSOCIATES, INC.**

**PRAVINCHANDRA K. GANDHI, P.E., PTOE**  
President

Page 2 of 2

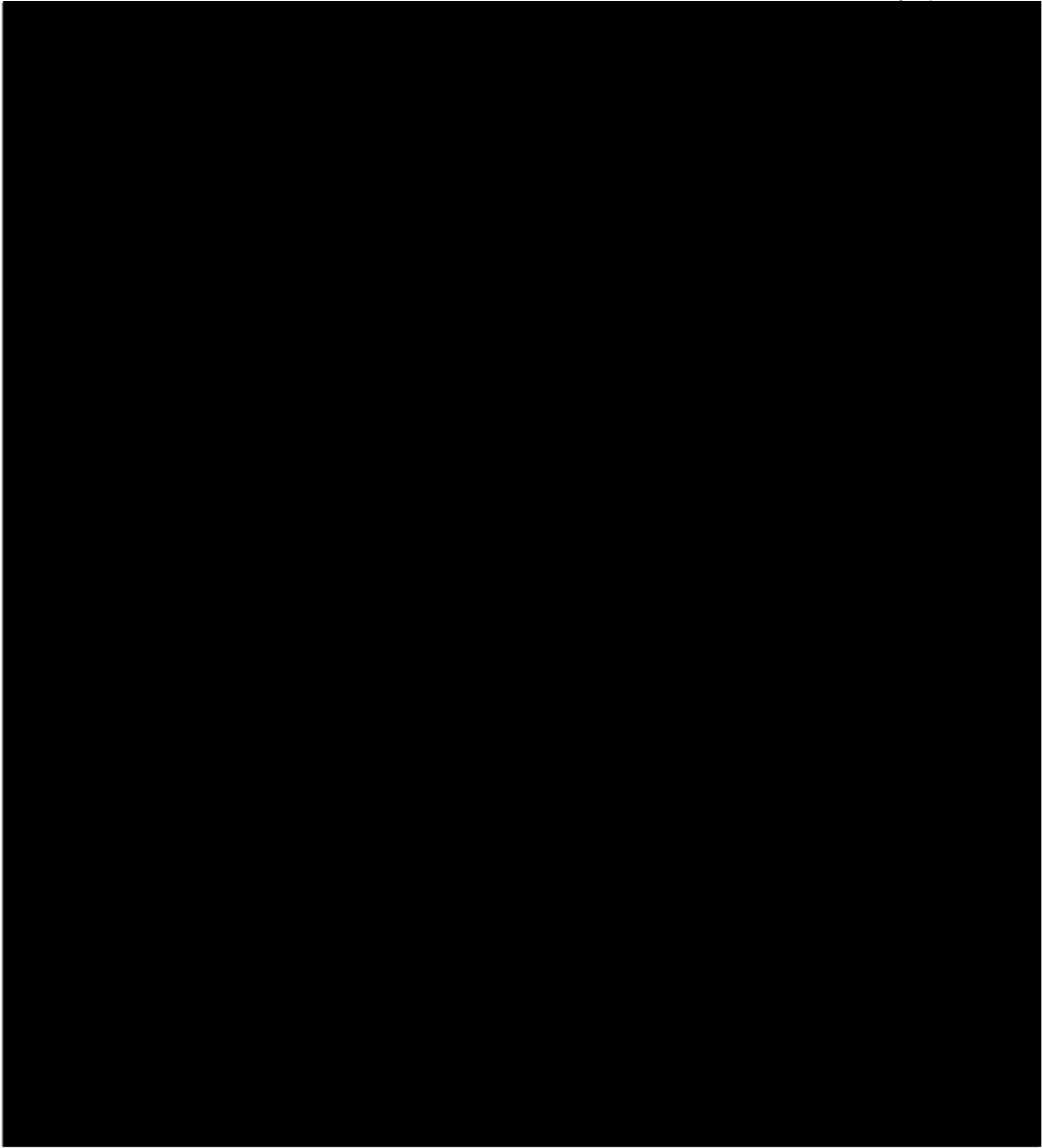


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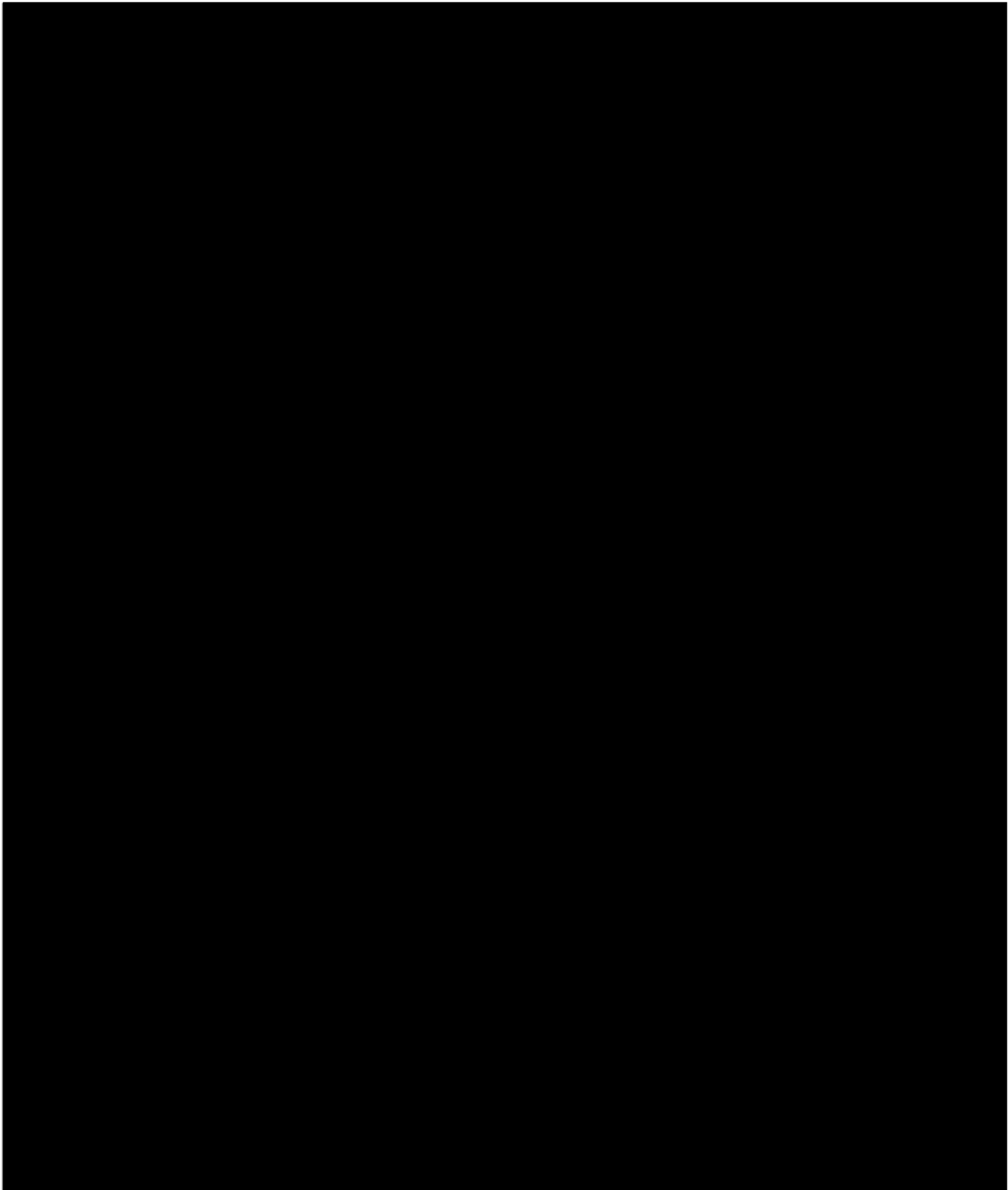
EXHIBIT "1"  
Page 270 of 386

PETER A. VANDELMOTTER, P.E.  
Project Engineer

Page | 1



PETER A. VANDEMOETER, P.E.  
Project Engineer



**EXHIBIT F**

**Contract No. RR-17-4295**

**Gandhi and Associates, Inc.**

**SCOPE OF SERVICES**

**Phase III Constuction (CM Support)**

The fee estimate is for addressing the Lighting questions during the construction phase of the project and shop drawing review. The scope shall be limited to answering RFI's regarding plans designed by Gandhi and Associates, Inc. and does not include any additional design or re-design.

***Total Estimated Manhours = 32 hours***

**EXHIBIT G**

**Contract No. RR-17-4295**

**Gandhi and Associates, 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>
PTB 170/1	Various Traffic Signals	\$600,000.00	\$416,944.48	10/31/2018
RR-16-4255	I-355 Butterfield Rd to I-55	\$373,870.00	\$161,436.24	11/30/2022
PTB 163/14	Des Plaines River Road FAP (132) Grand Ave, from Munn Rd to South	\$94,967.00	\$5,122.00	6/31/2018
PTB 165/11	of Sand Lake Rd, Lake County	\$96,621.00	\$25,221.00	3/31/2018
PTB 172/10	Cumberland Circle	\$20,862.16	\$16,335.00	7/31/2018
PTB 172/5	Various SCAT Traffic Counts	Per Work Order	Per WO	7/31/2018
PTB 180/3	I-290 over Salt Creek	\$43,910.00	\$3,000.00	2/28/2018
PTB 181/6	Various Phase II Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange (Eastbound Collector Distributor Road), Phase II Engineering	Per Work Order	Per WO	12/31/2019
I-17-4675		\$92,503.00	\$92,369.20	12/31/2019
RR-15- 9975RR	Consulting Engineer Services Tri-State Tollway ITS & Lighting Installation,	\$1,551,907.00	\$1,483,514.68	12/30/2021
I-17-4308	95th St to Balmoral Ave.	\$5,189,000.00	\$5,189,000.00	12/31/2022



**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

1

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Contract Information Sheet

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

Consultant Name: Ciorba Group, Inc.

Contract Number: RR-17-4295

Proposal Date: 2/1/2018

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-17-4295

Consultant: Clorba Group, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												Grand Total Exhibit A Hours
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS
Construction Phase Services				2	2	6	12	12	16	15	12	2	79
<b>TOTALS</b>				2	2	6	12	12	16	15	12	2	79

Contract Number: RR-17-4295

Consultant: Ciorba Group, 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	
Construction Phase Services	2	2	2	2	2	2	2	2	2	2			18
<b>TOTALS</b>	2	2	2	2	2	2	2	2	2	2			18



Contract No.: RR-17-4295

Consultant: Ciorba Group, Inc.

Date: 2/1/2018

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

CONTRACT TERM: 19 No. OF MONTHS  
 SCHEDULED START DATE: 4/1/2018  
 RAISE DATE: 1/1/2019  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

4/1/2018 - 12/31/2018	1/1/2019 - 10/31/2019			
Date Date	Date Date	Date Date	Date Date	Date Date
9.0	10.0			
19.0	19.0	19.0	19.0	19.0
47.37%	52.63%			
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
19.0	19.0	19.0	19.0	19.0
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-17-4295

Consultant: Ciorba Group, Inc.

Date: 2/1/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

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

**DIRECT COST**  
**OVERTIME PREMIUM**

Total  
Estimated  
Work Hours: 97.00

Average  
Hourly Rate: \$57.30

Total Direct  
Labor \$5,558.10

Total  
Estimated O/T  
Hours: \_\_\_\_\_

Average  
Premium O/T  
Hourly Rate: \_\_\_\_\_

Total Overtime  
Premium: \_\_\_\_\_

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	12.00		
No	Project Manager	\$40.00	\$70.00	\$66.08	\$66.08	47.00		
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$47.78	\$47.78	18.00		
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00	\$37.62	\$37.62	20.00		
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00					
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00					

Page 287 of 386

EXHIBIT 1.1





Contract No.: RR-17-4295 Consultant: Ciorba Group, Inc.

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

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

None \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)      \$      107.00**

## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## ALLOWABLE DIRECT COSTS

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

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

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

#### **Vehicles (Only for Vehicles assigned to project)**

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

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

Contract No.: RR-17-4295

Consultant: Ciorba Group, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Salvatore Di Bernardo

**Project Manager:** Brett Sauter

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

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

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

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

**Project Structural Engineer:** Alexander Durbak

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

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

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

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

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

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

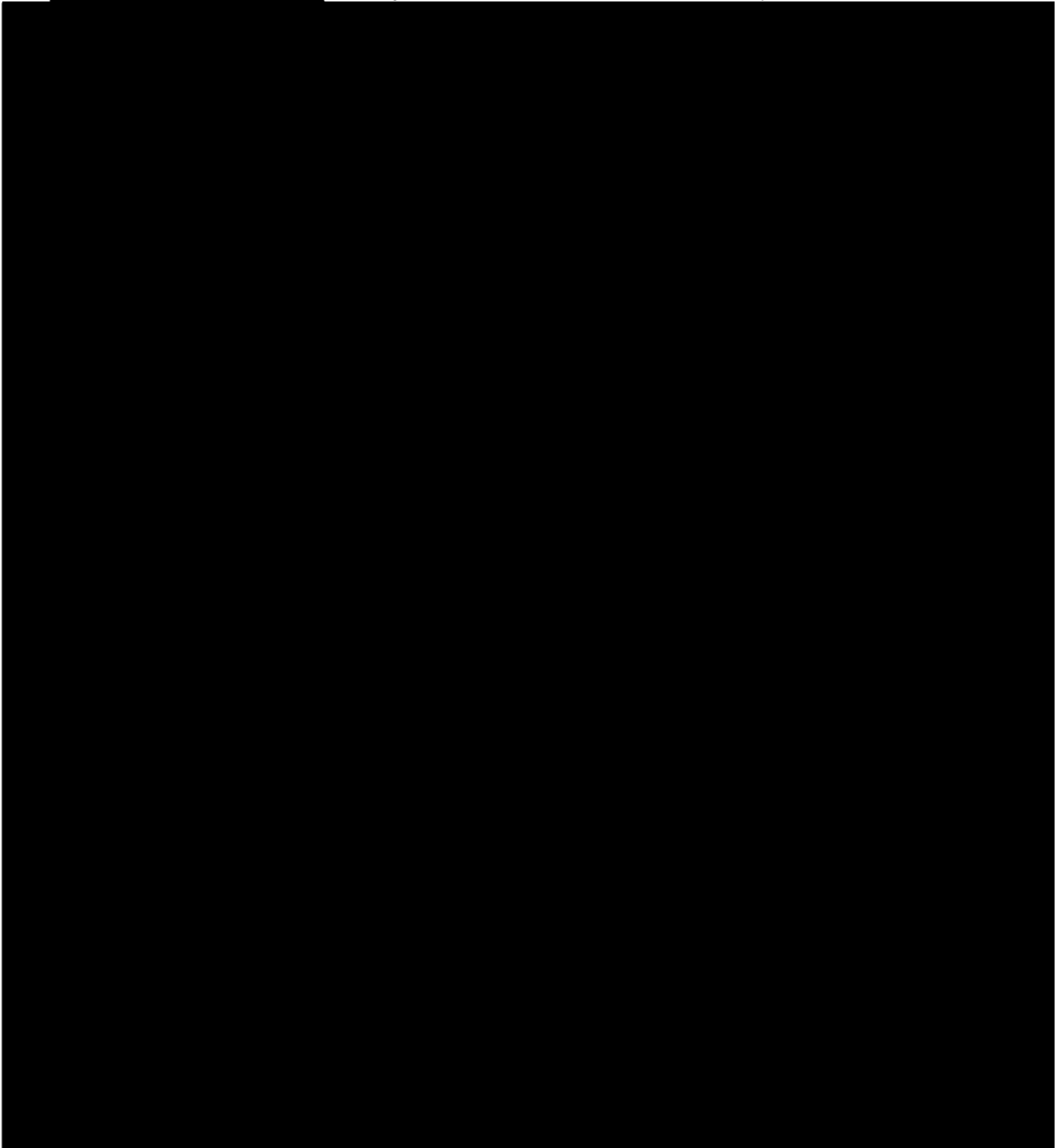
Name: \_\_\_\_\_

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

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

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

**Salvatore Di Bernardo, PE, SE**  
Principal

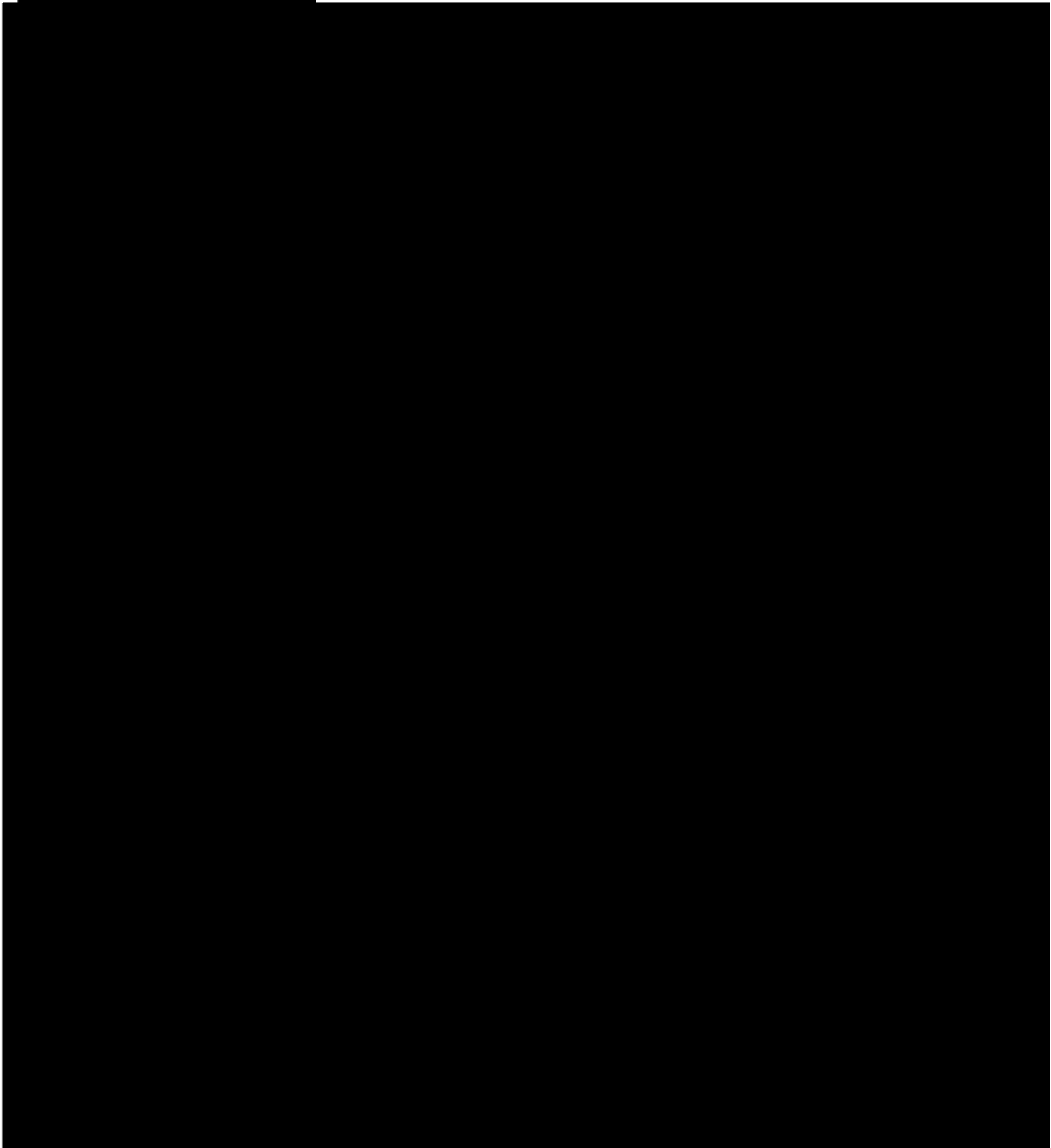


**Salvatore Di Bernardo, PE, SE**  
Principal



# Brett Sauter, PE, SE

Project Manager/Lead Structural Engineer



# Brett Sauter, PE, SE

Project Manager/Lead Structural Engineer

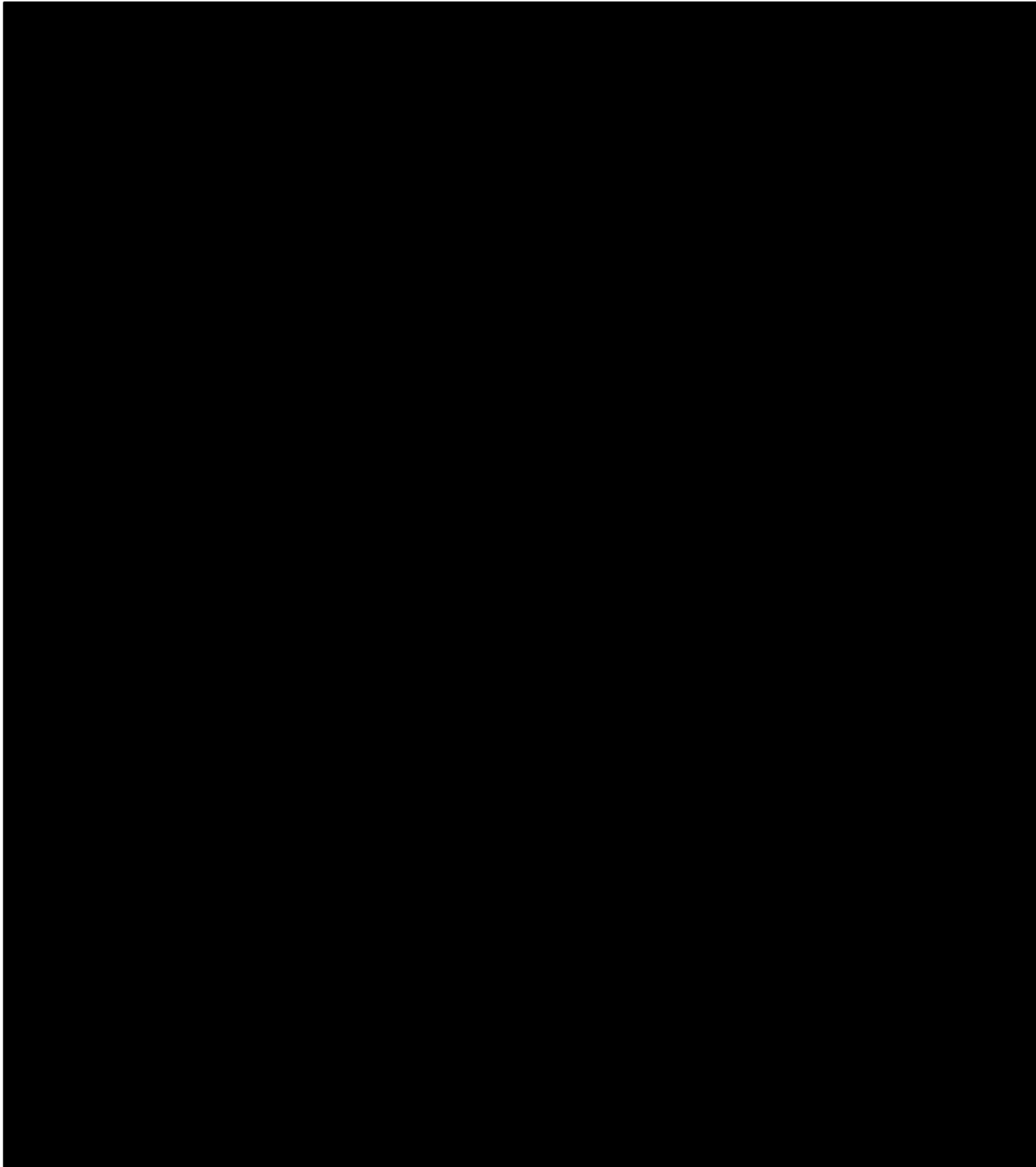
included strengthening of an existing pier cap with FRP composites.



**Alexander Durbak, PE, SE**  
Senior Engineer

# Alexander Durbak, PE, SE

Senior Engineer



**EXHIBIT F**

**Contract No. RR-17-4295**

**Ciorba Group, Inc.**

**SCOPE OF SERVICES**

**Contact RR-17-4295- Construction Management  
Phase III Engineering services approval - Veterans Memorial Tollway I-355, Roadway and Bridge Rehabilitation,  
I-55 (M.P. 12.3) to Army Trail Road (M.P. 29.8)**

**ILLINOIS TOLLWAY**

**Scope of Services**

**Construction Phase Services**

The Tollway and the CSE (under a separate contract) have requested additional assistance of the DSE to proactively manage the Contractor submittals and communications for the following elements:

- Meetings as necessary (does not include monthly book meetings or every weekly status meeting);
- Field Visits, as necessary;
- Shop drawing submittal review;
- Request for Information review;
- Non-Conformance Report (NCR) review (Processing and approval by CM)
- Material Spec submittal review;
- Anticipated requests for field alterations and construction revisions;
- Plan changes as directed by the Tollway or local agencies; and
- Input to cost associated changes as suggested by the contractor, including Value Engineering proposals

Scope limited to segmental bridges only.

**WORK BREAKDOWN STRUCTURE**  
**Illinois Tollway**  
**I-355 Segmental Bridge Construction Assistance**

Task Sub-Task	Activity	Grand Total	Principal	Project Manager	Lead Structural Engineer	Project Engineer	Resident Engineer	Senior Engineer	Engineer II	Engineer I	# of Sheets	CADD Hours	Phase I	Phase II	Phase III	Task	Subtask	Activity Code
		97	12	30	17	18			20									
<b>1. Meetings, Data Collection &amp; Coordination</b>	<b>Task Total:</b>	<b>30</b>	<b>8</b>	<b>22</b>												<b>01</b>	<b>0000</b>	<b>000</b>
010 Meetings	<b>Subtotal:</b>	<b>30</b>	<b>8</b>	<b>22</b>												01	0010	000
	Meetings with Owner ( mtg x 2 hrs/mtg)	10	4	6												01	0010	110
	Meetings with Project Team	20	4	16												01	0010	112
<b>8. Construction Engineering / Phase III Assis.</b>	<b>Task Total:</b>	<b>59</b>	<b>4</b>		<b>17</b>	<b>18</b>			<b>20</b>							<b>08</b>	<b>0000</b>	<b>000</b>
088 Shop Drawing Review / Catalog Cut Review	<b>Subtotal:</b>	<b>7</b>			<b>1</b>	<b>2</b>			<b>4</b>							08	0088	000
	Expansion Joints	7			1	2			4							08	0088	857
087 Construction Assistance	<b>Subtotal:</b>	<b>52</b>	<b>4</b>		<b>16</b>	<b>16</b>			<b>16</b>							08	0087	000
	RFIs	36			8	12			16							08	0087	874
	Site Visits	16	4		8	4										08	0087	115
<b>10. Project Management &amp; Administration</b>	<b>Task Total:</b>	<b>8</b>		<b>8</b>												<b>10</b>	<b>0000</b>	<b>000</b>
100 Project Management & Administration	<b>Subtotal:</b>	<b>8</b>		<b>8</b>												10	0100	000
	Project Management	8		8												10	0100	121

**EXHIBIT G**

**Contract No. RR-17-4295**

**Ciorba Group, 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>
CDOT	Lake Street Ph II	\$503,700.00	\$411,000.00	12/31/2018
CDOT	Ogden Ave Project on hold Ph I	\$603,000.00	\$50,000.00	TBD
CDOT	DEO Roadway Lighting Ph II	\$2,717,000.00	\$1,828,000.00	9/1/2020
CDWM	Construction Management Services Ph III	\$5,000,000.00	\$5,000,000.00	12/31/2023
ISTHA	PSB 16-1 Item 8 Sub to Primera Ph II	\$793,000.00	\$201,000.00	5/31/2018
ISTHA	PSB 17-3 Sub to Primera Ph III	\$15,000.00	\$15,000.00	10/31/2019
ISTHA	PSB 17-2 Item 7 Edens Spur Reconstruction Ph II	\$4,197,000.00	\$3,816,000.00	4/1/2019
IDOT	153/030 I-80 Ph II	\$2,749,000.00	\$9,000.00	12/31/2018
IDOT	155/026 John Deere Rd Ph II	\$2,794,000.00	\$15,000.00	12/31/2018
IDOT	161/005 Various/Various Ph I	\$1,800,000.00	\$600,000.00	9/30/2021
IDOT	168/009 Various/Various Ph I	\$1,440,000.00	\$400,000.00	12/31/2022
IDOT	172/018 Various/Various Ph I/II	\$750,000.00	\$200,000.00	12/31/2019
	All other public/private work	\$5,400,000.00	\$1,350,000.00	Various

**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> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td></td></tr> </table>	Direct Labor	_____		Direct Costs	_____		Services by Others	_____		Additional Services **	_____		Total this Subconsultant (ULC)	\$ _____		<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td></td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td></td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td></td></tr> </table>	Direct Labor	_____		Direct Costs	\$ _____		Services by Others	\$ _____		Additional Services **	\$ _____		Total this Subconsultant (ULC)	\$ _____	
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Total this Subconsultant (ULC)	\$ _____																														

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

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



Project No. RR-17-4295

Consultant: Giorba Group, Inc.

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

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

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

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

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

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

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

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

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

## Contract Information Sheet

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

Consultant Name: Strand Associates, Inc.

Contract Number: RR-17-4295

Proposal Date: 2/1/2018

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-17-4295

Consultant: Strand Associates, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	6,700	
Full Time Field Staff				100	200	200	200	200	200	200	200	200	1700	
Support Field Staff					200	400	400	400	400	400	400	400	3000	
Administration				30	30	30	30	20	20	20	20	20	220	
<b>TOTALS</b>				130	430	630	630	620	620	620	620	620	4920	

Contract Number: RR-17-4295

Consultant: Strand Associates, 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	
Full Time Field Staff	200	200	200	200	200	180	160	160	40	40			1580
Support Field Staff													
Administration	20	20	20	20	20	20	20	20	20	20			200
<b>TOTALS</b>	220	220	220	220	220	200	180	180	60	60			1780



Contract No.: RR-17-4295

Consultant: Strand Associates, Inc.

Date: 2/1/2018

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

CONTRACT TERM: 19 No. OF MONTHS  
 SCHEDULED START DATE: 4/1/2018  
 RAISE DATE: 7/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

4/1/2018 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2019 - 10/31/2019		
Date Date	Date Date	Date Date	Date Date	Date Date
3.0	12.0	4.0		
19.0	19.0	19.0	19.0	19.0
15.79%	63.16%	21.05%		
Escalation Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
19.0	19.0	19.0	19.0	19.0
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-17-4295

Consultant: Strand Associates, Inc.

Date: 2/1/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

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

**DIRECT COST  
OVERTIME PREMIUM**

Total  
Estimated  
Work Hours: 6,700.00

Average  
Hourly Rate: \$42.40

Total Direct  
Labor \$284,080.00

Total  
Estimated O/T  
Hours: \_\_\_\_\_

Average  
Premium O/T  
Hourly Rate: \_\_\_\_\_

Total Overtime  
Premium: \_\_\_\_\_

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	40.00		
No	Project Manager	\$40.00	\$70.00	\$69.32	\$69.32	260.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$66.26	\$66.26	110.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$43.81	\$43.81	4,830.00		
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00	\$44.50	\$44.50	100.00		
No	Technical Specialist	\$15.00	\$50.00	\$29.38	\$29.38	1,300.00		
No	Architect	\$30.00	\$70.00					

EXHIBIT "1"  
Page 305 of 386

Contract No.: RR-17-4295

Consultant: Strand Associates, Inc.

Date: 2/1/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

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

**DIRECT COST  
OVERTIME PREMIUM**

Total  
Estimated  
Work Hours: 6,700.00

Average  
Hourly Rate: \$42.40

Total Direct  
Labor \$284,080.00

Total  
Estimated O/T  
Hours: \_\_\_\_\_

Average  
Premium O/T  
Hourly Rate: \_\_\_\_\_

Total Overtime  
Premium: \_\_\_\_\_

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00	\$28.17	\$28.17	60.00		



Contract No.: RR-17-4295

Consultant: Strand Associates, Inc.

Date: 2/1/2018

**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	Budde, Philip E	\$50 - \$70
	Principal	Felker, Michael C	
	Principal	Richards, Matthew S	
	Principal	Kronser, Jeffrey L	
	Principal	Schultz, Paula J	
	Principal	Cannon, Shawn K	
	Principal	Gabrisko, Darcie W	
	Principal	Anderson, Charles R	
Project Manager	Project Manager	Petersen, Joan R	\$40 - \$70
	Project Manager	Zenz, Shane P	
	Project Manager	Locy, Kent T	
	Project Manager	Lynch, Thomas W	
	Project Manager	Straus, Robert K	
	Project Manager	Lyons, John T	
	Project Manager	Fullerton, Baird H	
	Project Manager	Temus, James D	
	Project Manager	Fisher, Mark A	
	Project Manager	Bunker, Joseph M	
	Project Manager	Hise, James D	
	Project Manager	Yentz, Matthew A	
	Project Manager	Dreis, Paul J	
	Project Manager	Hawkins, William Z	
	Project Manager	Ulm, Chris J	
	Project Manager	Waldron, Michael R	
	Project Manager	Savage, Jonathan D	
	Project Manager	Sebold, Tina M	
	Project Manager	Kopecky, Chad A	
	Project Manager	Brankamp, Thomas M	
	Project Manager	Hutzler, Jerome A	
	Project Manager	Runde, Andrew J	
	Project Manager	Andreas, Brian M	
	Project Manager	Herkert, Scott G	
	Project Manager	Davis, Michael L	
	Project Manager	Studnicka, Brent M	
	Project Manager	Askin, Mark C	
	Project Manager	Rank, Patrick J	
	Project Manager	Addicks, Edward T	

Contract No.: RR-17-4295

Consultant: Strand Associates, Inc.

Date: 2/1/2018

**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
	Project Manager	Kankel, Craig	
	Project Manager	Craven, Andrew L	
	Project Manager	Cooley, Dennis R	
	Project Manager	Bista, Bhupendra B	
	Project Manager	Kelly, Daniel C	
	Project Manager	Held, Jeffrey S	
	Project Manager	Kluesner, Steven B	
	Project Manager	Shubak, Mark K	
	Project Manager	Rape, Marc A	
	Project Manager	Forslund, Michael J	
	Project Manager	Hackman, Brian L	
	Project Manager	Isnor, Howard L	
	Project Manager	Lindert, Jon H	
	Project Manager	Marthaler, Justin N	
	Project Manager	Standish, Anthony J	
	Project Manager	Gabrisko, Darcie W	
	Project Manager	Grigas, Marc A	
	Project Manager	Molenaar, Brian T	
	Project Manager	Bilskemper, Justin R	
Senior Engineer/Planner	Senior/Structural Engineer	Standish, Anthony J	\$40 - \$70
	Senior/Structural Engineer	Rice, David D	
	Senior/Structural Engineer	Walker, David J	
	Senior/Structural Engineer	Maki, Wayne D	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Isnor, Howard L	\$25 - \$60
	Project Engineer	Lindert, Jon H	
	Project Engineer	Grigas, Marc A	
	Project Engineer	Holman, Lucas R	
	Project Engineer	Juskiewicz, Timothy R	
	Project Engineer	Straka, Joshua J	
	Project Engineer	Carden, Jason S	
	Project Engineer	Spinelli, Anthony J	
	Project Engineer	Genske, Terrance L	
	Project Engineer	Boutware, Kent	
	Project Engineer	Hellermann, Luke T	
	Project Engineer	Scholz, Candace L	
	Project Engineer	Brunn, Donald E	

Contract No.: RR-17-4295

Consultant: Strand Associates, Inc.

Date: 2/1/2018

**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
	Project Engineer	Schrandt, Jason E	
	Project Engineer	Prahl, Steve B	
	Project Engineer	Stetzer, Thomas G	
	Project Engineer	Ruble, Steven T	
	Project Engineer	Grimme, Sara J	
	Project Engineer	Kress, Brendan M	
	Project Engineer	Small, Daniel J	
	Project Engineer	Ruggles, Kristopher E	
	Project Engineer	David, Michael J	
	Project Engineer	Tonthat, Jimmy H	
	Project Engineer	Hanson, Eric D	
	Project Engineer	Thomsen, Stephanie B	
	Project Engineer	Swanson, Kenneth M	
	Project Engineer	Kames, Harold P	
	Project Engineer	Brandt, Nathaniel L	
	Project Engineer	Oftedahl, Brett M	
	Project Engineer	Behrend, Keith R	
	Project Engineer	Clayton, Adam J	
	Project Engineer	Bourke, Chad E	
	Project Engineer	Gohdes, David D	
	Project Engineer	Thimm, Richard G	
	Project Engineer	Dienst, Elizabeth A	
	Project Engineer	Horst, Ryan R	
	Project Engineer	Cash, Jamey L	
	Project Engineer	Bolle, Christopher T	
	Project Engineer	Engelke, Jared D	
	Project Engineer	Rust, Christopher J	
	Project Engineer	Heimann, Jeffery C	
	Project Engineer	Ott, Michael G	
	Project Engineer	Sridhar, Anand	
	Project Engineer	Merten, Matthew J	
	Project Engineer	Scholz, Timothy J	
	Project Engineer	Reimer, Jason S	
	Project Engineer	Carptiaux, Daniel A	
	Project Engineer	Careros, Matthew D	
	Project Engineer	Kuhbänder, Kelly M	
	Project Engineer	McCarthy, James R	

Contract No.: RR-17-4295

Consultant: Strand Associates, Inc.

Date: 2/1/2018

**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
	Project Engineer	Weber, Adam	
	Project Engineer	Hoy, Jason M	
	Project Engineer	Lind, Benjamin R	
	Project Engineer	Henderson, Kyle R	
	Project Engineer	Rosenthal, Brian M	
	Project Engineer	Brodhacker, Jeremy L	
	Project Engineer	Bland, Christopher M	
	Project Engineer	Jack, Robert A	
	Project Engineer	Urban, Joseph M	
	Project Engineer	Kobryn, Jennifer S	
	Project Engineer	Meyer, Tera R	
	Project Engineer	Scheer, Richard	
	Project Engineer	<b>Troka, Kyle A</b>	
	Project Engineer	Goebel, Travis T	
	Project Engineer	Becker, Elisa C	
	Project Engineer	Garfoot, Elizabeth C	
	Project Engineer	Pachniak, Joshua T	
	Project Engineer	Sarven, Korey C	
	Project Engineer	Bridwell, Sean M	
	Project Engineer	Craig, Aaron R	
	Project Engineer	Pridemore, Ashley L	
	Project Engineer	Plant, William R	
	Project Engineer	Green, Scott L	
	Project Engineer	Schmidt, Bradley J	
	Project Engineer	Smith, Ryan R	
	Project Engineer	Fitzsimmons, Jacob E	
	Project Engineer	Milewski, Meghan K	
	Project Engineer	Schwarz, Alexander M	
	Project Engineer	Troyanowski, Andrew P	
	Project Engineer	Walter, Adam J	
	Project Engineer	Notson, Eric J	
	Project Engineer	<b>Denton, William D</b>	
	Project Engineer	Gort, Jordan N	
	Project Engineer	Bailey, Andrea L	
	Project Engineer	Andersen, Kelsey R	
	Project Engineer	Gattone, Dominic L	
	Project Engineer	Gazdziaak, Matthew J	

Contract No.: RR-17-4295

Consultant: Strand Associates, Inc.

Date: 2/1/2018

**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
	Project Engineer	Pellegrini, Adam J	
	Project Engineer	Anderson, Eric P	
	Project Engineer	Johnson, Brenden L	
	Project Engineer	Lynch, Christopher T	
	Project Engineer	Constant, Evan J	
	Project Engineer	Gomez-Gonzalez, Andres G	
	Project Engineer	Specht, Kyela R	
	Project Engineer	Pasternak, Matthew W	
	Project Engineer	Barber, Steven	
	Project Engineer	Miklas, Cory M	
	Project Engineer	Johnson, Caroline V	
	Project Engineer	Alexander, Jennifer M	
	Project Engineer	Sunderland, Anna T	
	Project Engineer	Gillespie, Lila E	
	Project Engineer	Sadowski, Zachary M	
	Project Engineer	Schmidgall, Kayla A	
	Project Engineer	Schramm, Jacob R	
Staff Engineer/Planner			\$20 - \$40
Engineer /Accountant			\$20 - \$60
Senior Technical Specialist	Technician II	Marthaler, Justin N	\$25 - \$60
	Technician II	Larson, Layne A	
	Technician II	Hawkos, Rad A	
	Technician II	Plut, John K	
	Technician II	Bindl, Andrew S	
	Technician II	Skjervem, Cory J	
	Technician II	Oliphant, Randy L	
	Technician II	Wadas, Dennis J	
	Technician II	Wang, Xuqiang	
	Technician II	Rape, Bruce A	
	Technician II	Eisentraut, David J	
	Technician II	Kreitz, Thad M	
	Technician II	Bartelt, Heather S	
	Technician II	Egeland, Deirdre F	
	Technician II	Robertson, Steven L	
	Technician II	Waas, Jerad D	
	Technician II	Henrekin, Casey P	
	Technician II	Byrne, Aaron C	

Contract No.: RR-17-4295

Consultant: Strand Associates, Inc.

Date: 2/1/2018

**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
Technical Specialist	Technician I	Herbst, Glenn G	\$15 - \$50
	Technician I	Zacpal, George D	
	Technician I	White, Kyle R	
	Technician I	Heavern, Darren W	
	Technician I	Johnson, Reed C	
	Technician I	Bible, Myles M	
	Technician I	Holmes, Jason R	
	Technician I	Zachman, Christopher M	
	Technician I	Fisher, Brian J	
	Technician I	Perry, Jason D	
	Technician I	Hagness, Bonnie J	
	Technician I	Small, Steven S	
	Technician I	Motelet, Lisa M	
	Technician I	Haftoglou, Dimitrios T	
	Technician I	Schaub, Alex P	
	Technician I	Pedersen, Matthew W	
Technician I	<b>Walker, Andrew R</b>		
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Admin/Clerical	Exley, Anita M	\$8.25 - \$40
	Admin/Clerical	Trobaugh, Leslie A	
	Admin/Clerical	Pekul, Ashley C	
	Admin/Clerical	Stargardt, Skye A	
	Admin/Clerical	Powell, Heather L	
	Admin/Clerical	Frieders, Rachel A	
	Admin/Clerical	O'Hearn, Maria Del Rosario	
	Admin/Clerical	McKee, Christina A	
	Admin/Clerical	Goodrich, Angela Diane	
	Admin/Clerical	Kreilkamp, Teresa A	
	Admin/Clerical	Hawks, Sarah M	
	Admin/Clerical	Forte, Latanya Rochelle	
	Admin/Clerical	Rice, Lucia B	
	Admin/Clerical	McCann, Mary E	
	Admin/Clerical	Schmidt, Tammy L	
	Admin/Clerical	Jones-Dailey, Cher'Ronna L	
Admin/Clerical	Rickaby, Barbara J		

Contract No.: RR-17-4295

Consultant: Strand Associates, Inc.

Date: 2/1/2018

**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>
	Admin/Clerical	Gannon, Brittany S	
	Admin/Clerical	Willey, Cynthia L	
	Admin/Clerical	Meilinger, Adria M	
	Admin/Clerical	Ambrosius, Samantha L	
	Admin/Clerical	Lacy, David G	
	Admin/Clerical	Roberts, Laura E	
	Admin/Clerical	Wiest, Trisha L	
	Admin/Clerical	Bowman, Judith L	
	Admin/Clerical	Mesbah, Natalie N	
	Admin/Clerical	Sagester, Vanessa L	
	Admin/Clerical	Walsh, Samantha J	
	Admin/Clerical	Hawks, April M	
	Admin/Clerical	Magnacca, Sharon L	





## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## **ALLOWABLE DIRECT COSTS**

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

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

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

#### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

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

Contract No.: RR-17-4295

Consultant: Strand Associates, 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: Troka, Kyle A.

Classification: Project Engineer

Name: Denton, William D.

Classification: Project Engineer

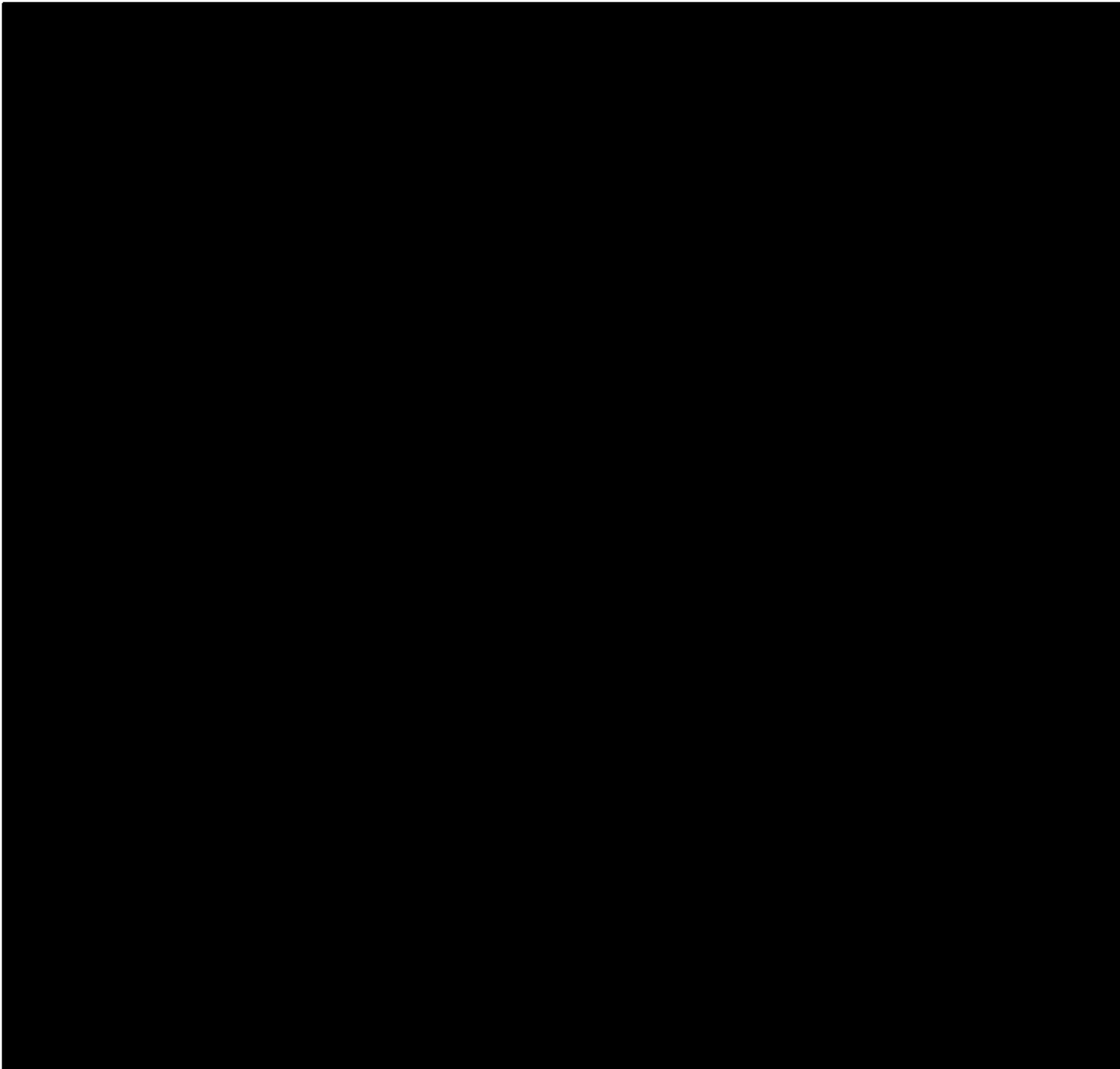
Name: Walker, Andrew R.

Classification: Technician I

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

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

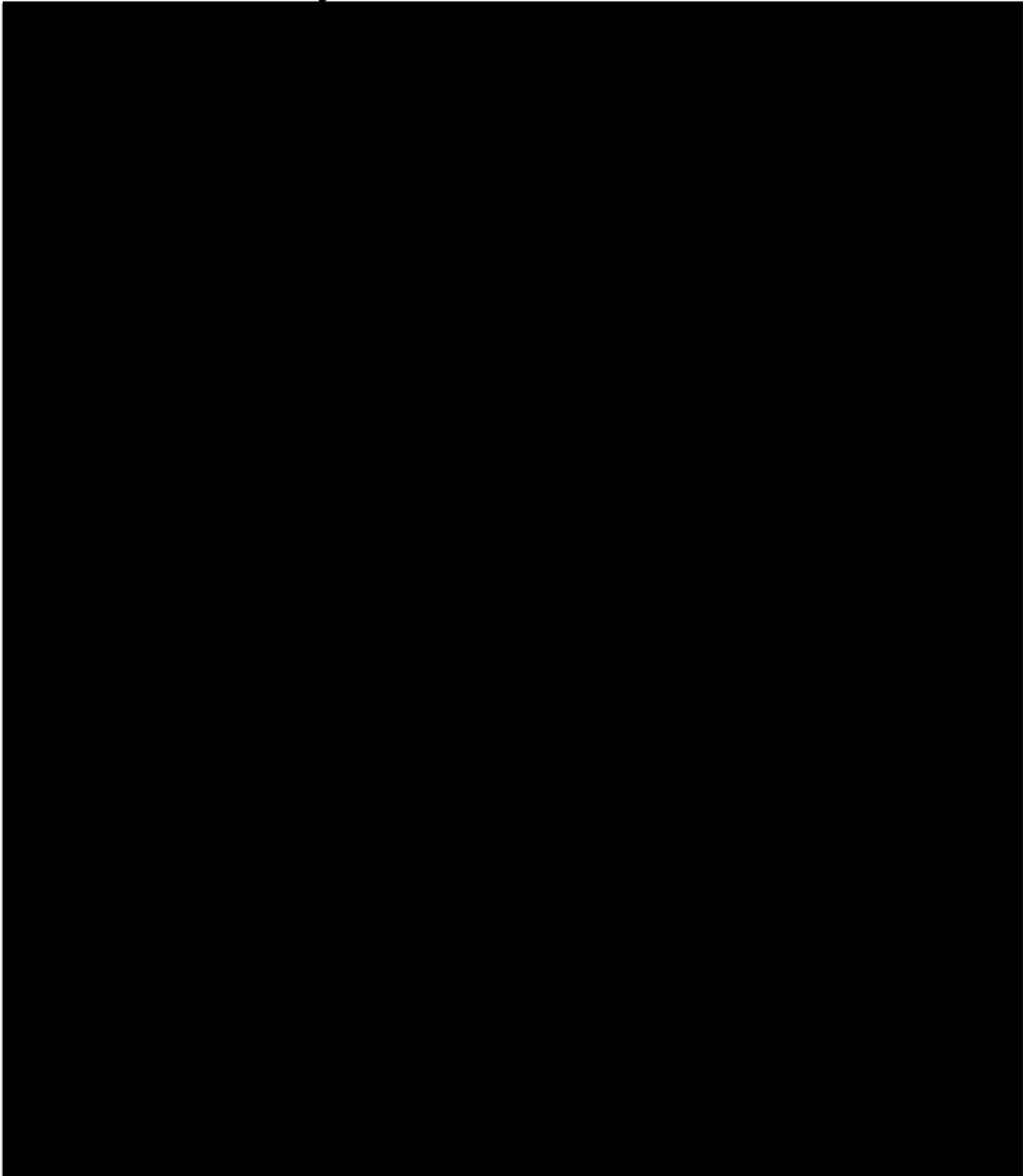
Troka, Kyle A., P.E.



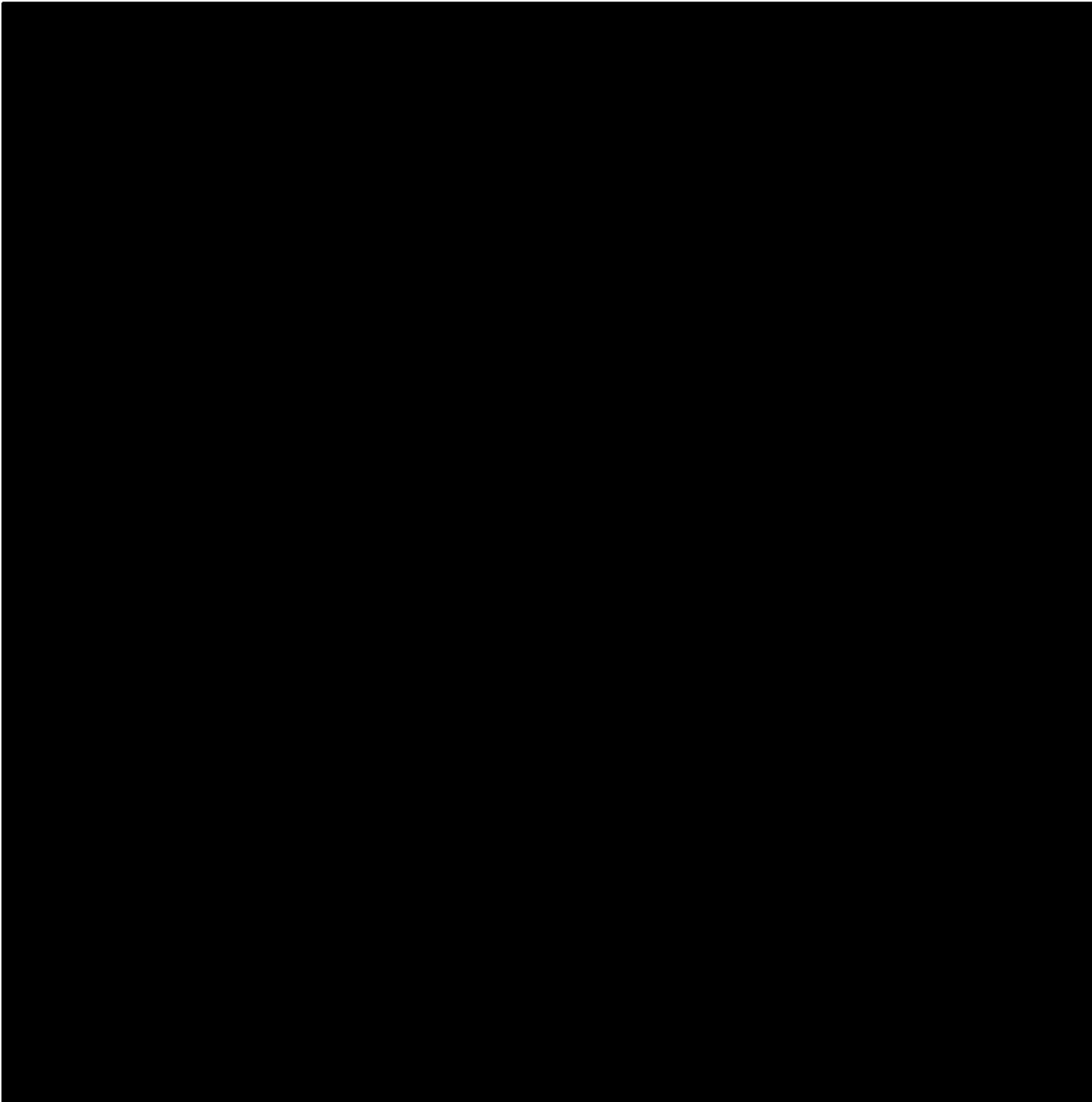
STRAND  
ASSOCIATES

EXHIBIT 1

Troka, Kyle A., P.E.

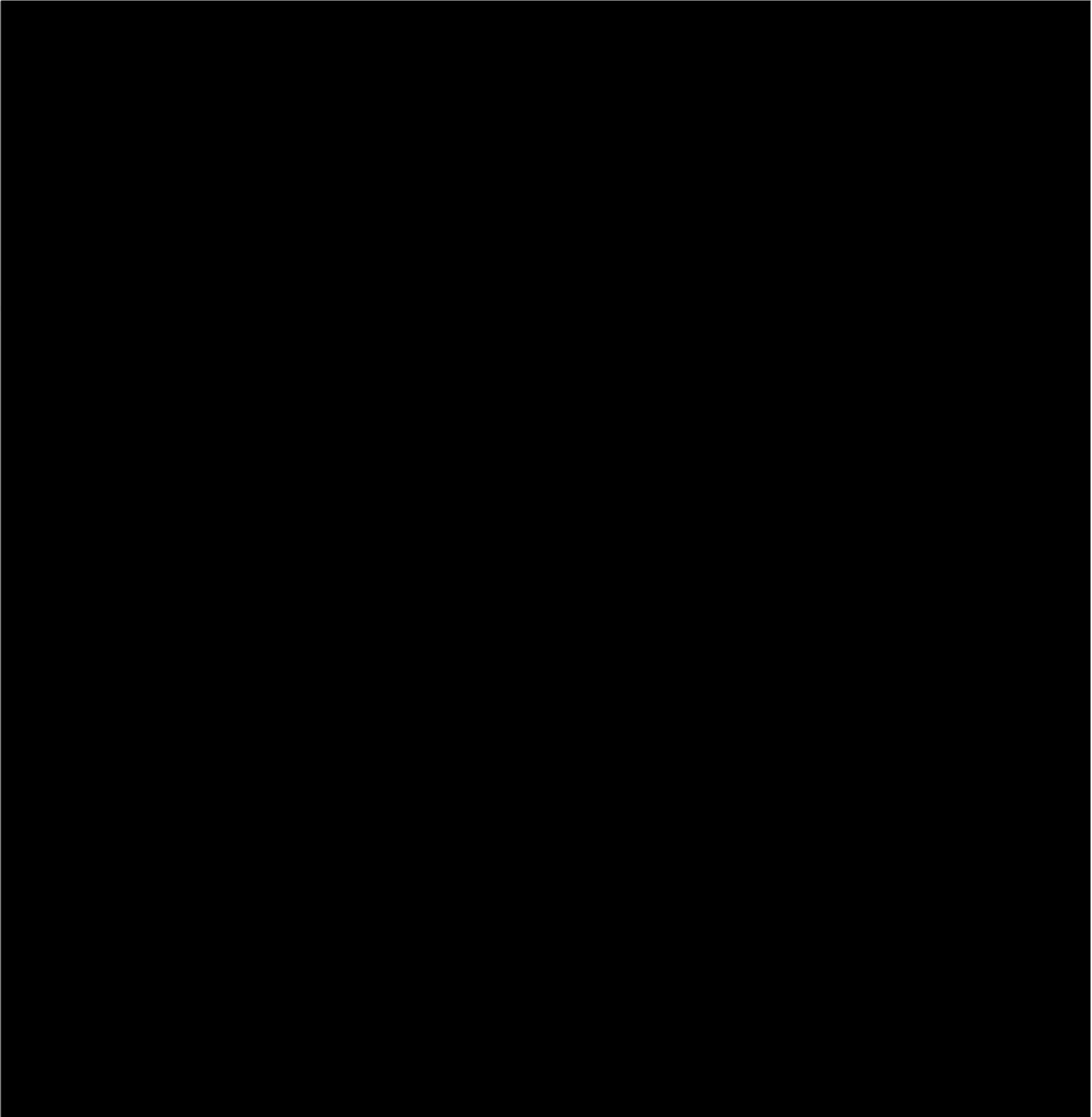


Denton, William D., E.I.T.



EXHIBITOR  
ASSOCIATES\*

Walker, Andrew R.



EXHIBSTRAND  
ASSOCIATES



# EXHIBIT F

Contract No. RR-17-4295

## SCOPE OF SERVICES

### I. PROJECT DESCRIPTION

Strand Associates, Inc.® (Consultant) will furnish Phase III engineering services for roadway widening and bridge rehabilitation on the Veterans Memorial Tollway I-355, Roadway and Bridge Rehabilitation, I-55 (M.P. 12.3) to Army Trail Road (M.P. 29.8) in DuPage County, Illinois.

The Consultant will perform on-site observation and provide contract administration including preparing records, maintaining documentation, submitting pay estimates and change orders to complete this project on a timely basis and in accordance with Tollway plans and specifications and in accordance with the project-specific construction bid documents. The Consultant must complete and submit final measurements, calculations, and final contract documents to the Tollway no later than six weeks after completion of the punch list for the project. Construction is anticipated to be substantially complete by June 30, 2019, and the Consultant's services are anticipated to be completed by September 30, 2019.

### II. CONSTRUCTION MANAGEMENT (CM) SERVICES

The Consultant shall furnish services in accordance with the articles contained in the Tollway's CM Manual dated March 2017 and all applicable Tollway Criteria, Manuals, and Bulletins. In furnishing observation services, the Consultants efforts will be directed toward determining for the Tollway that the completed project will, in general, conform to the Contract Documents; but the Consultant will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents. Services will be provided for the following construction contracts within the corridor:

- Contract RR-17-4255—Veterans Memorial Tollway I-355, Roadway and Bridge Rehabilitation, I-55 (M.P. 12.3) to Butterfield Road (M.P. 22.3)
- Contract RR-17-4255A—Veterans Memorial Tollway I-355, Roadway Lighting Modification and ITS, I-55 (M.P. 12.3) to Army Trail Road (M.P. 29.8)
- Contract RR-17-4256—Veterans Memorial Tollway I-355, Roadway Widening and Bridge Rehabilitation, Butterfield Road (M.P. 22.3) to Army Trail Road (M.P. 29.8)

### III. REQUIRED SUBMITTALS TO THE TOLLWAY

Submittal requirements shall be in accordance with the CM Manual.

### IV. ITEMS TO BE FURNISHED TO THE CONSULTANT

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

- It shall be the responsibility of the Consultant to make copies, as needed, of plan sheet drawings from originals as supplied to the Prime Consultant by Tollway.
- Copies of Tollway Standard Specifications, Standard Drawings, and Tollway Design Criteria can be obtained from the Tollway's website.
- Copy of contract documents and specifications for all construction contracts noted in Section II as supplied to the Prime Consultant by Tollway.

### V. SERVICES NOT PROVIDED BY THE CONSULTANT

The following services will not be provided by the Consultant:

- Materials Testing
- Construction Staking

**EXHIBIT G**

**CURRENT OBLIGATIONS FOR PROJECT  
RR-17-4295  
Strand Associates, Inc.**

ROUTE & JOB NO.	WORK SCOPE & DESCRIPTION OF PROJECT	TOTAL FEE	FEE REMAINING TO BE EARNED	ESTIMATE DATE OF COMPLETION
PTB 149/8 Ph. I (IL 47)	Phase I -- prepare project report and environmental studies	\$4,058,200	\$252,180	June 2018
PTB 158/16 Var./Var. (D2)	Var./Var.	\$1,000,000	\$50,000	June 2018
PTB 169/19 Ph. II (IL 47)	Phase II - Prepare PS&E	\$2,617,690	\$1,855,000	June 2019
PTB 173/16 Var./Var. (D1)	Var./Var.	\$1,800,000	\$567,300	December 2018
PTB 185/15 Var./Var. (D1)	Var./Var.	\$1,800,000	\$1,800,000	January 2023
PSB 15-2-7 Ph. II (EOWA Bensenville Yard)	Phase II - Prepare PS&E	\$5,854,096.69	\$5,404,630	December 2022
PSB 17-3-2 Ph. II (I-294 (75th St. to I-55 Ramps))	Phase II - Prepare PS&E	\$10,100,000	\$10,017,700	October 2022

Contract No.: RR-17-4295

Consultant: Strand Associates, Inc.

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibits A-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</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	_____		Direct Costs	_____		Services by Others	_____		Additional Services **	_____		Total this Subconsultant (ULC)	\$ _____	-	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td>-</td></tr> </table>	Direct Labor	_____		Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
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\*\* 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: American Veterans Construction, LLC

Contract Number: RR-17-4295

Proposal Date: 2/1/2018

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-17-4295

Consultant: American Veterans Construction, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Project Manager's Assistance to Prime				20	160	160	160	160	160	160	160	160	160	1300
Principle's Assistance to Prime				10	40	40	40	40	40	40	40	40	20	310
<b>TOTALS</b>				30	200	200	200	200	200	200	200	200	180	1610

Contract Number: RR-17-4295

Consultant: American Veterans Construction, LLC

**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	
Project Manager's Assistance to Prime	40	40	40										120
Principle's Assistance to Prime	20	20	20	20	20	10	10	10	10	10			150
<b>TOTALS</b>	60	60	60	20	20	10	10	10	10	10			270





Contract No.: RR-17-4295

Consultant: American Veterans Construction, LLC

Date: 2/1/2018

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

CONTRACT TERM: 19 No. OF MONTHS  
 SCHEDULED START DATE: 4/1/2018  
 RAISE DATE: 1/1/2019  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

4/1/2018 - 12/31/2018	1/1/2019 - 10/31/2019			
Date Date	Date Date	Date Date	Date Date	Date Date
9.0	10.0			
19.0	19.0	19.0	19.0	19.0
47.37%	52.63%			
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
19.0	19.0	19.0	19.0	19.0
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-17-4295

Consultant: American Veterans Construction, LLC

Date: 2/1/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

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

**DIRECT COST**  
**OVERTIME PREMIUM**

Total  
Estimated  
Work Hours: 1,880.00

Average  
Hourly Rate: \$57.34

Total Direct  
Labor \$107,799.20

Total  
Estimated O/T  
Hours: \_\_\_\_\_

Average  
Premium O/T  
Hourly Rate: \_\_\_\_\_

Total Overtime  
Premium: \_\_\_\_\_

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	690.00		
No	Project Manager	\$40.00	\$70.00	\$50.00	\$50.00	1,190.00		
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00					
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00					
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00					

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EXHIBIT "1"





## ALLOWABLE DIRECT COSTS

**10.01.2013**

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

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

## **ALLOWABLE DIRECT COSTS**

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

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

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

#### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

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

Contract No.: RR-17-4295

Consultant: American Veterans Construction, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Robert W Tamillo

**Project Manager:** John P Sugrue

**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: \_\_\_\_\_

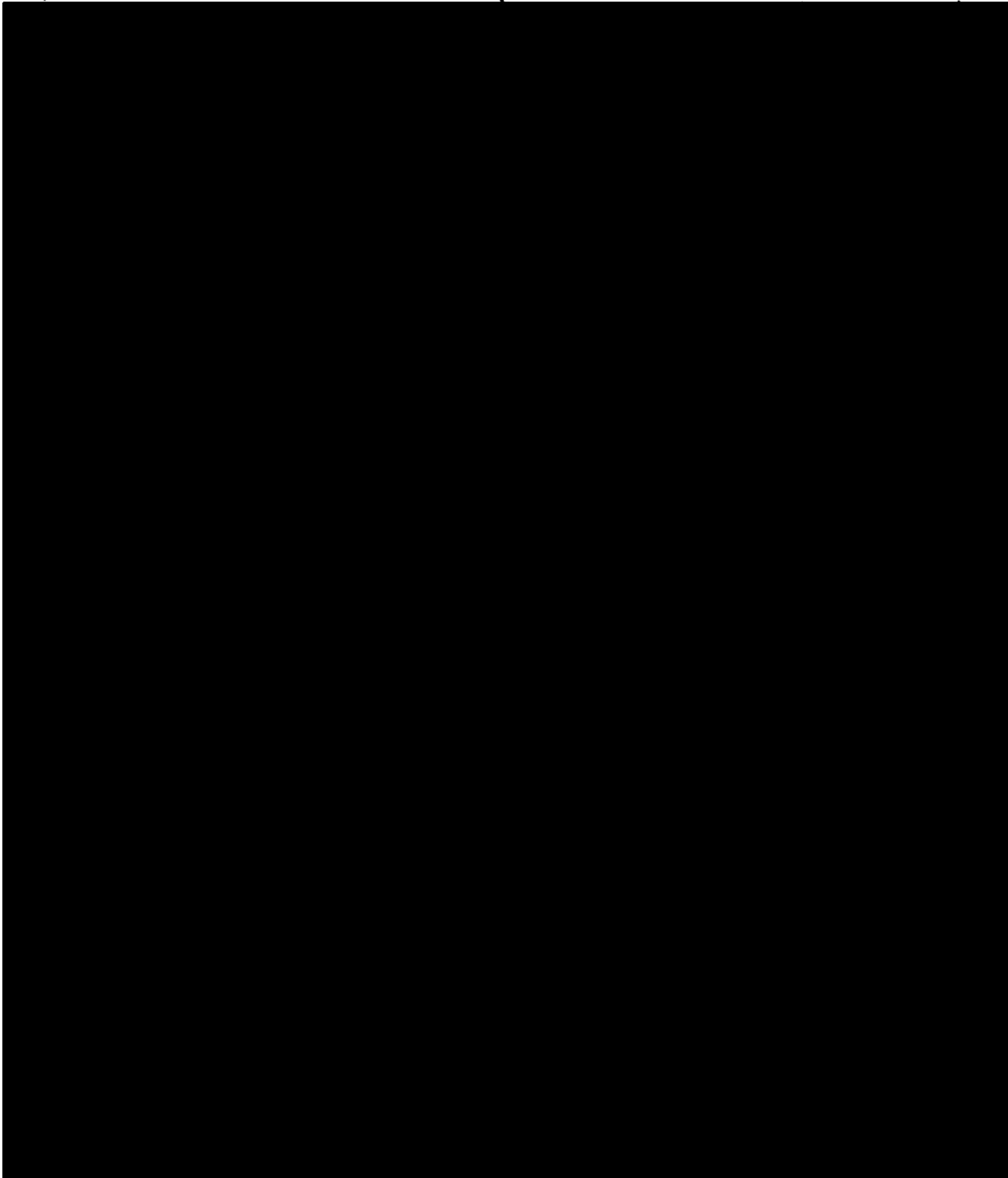


**RESUME**

**Robert W. Tamillo,**



**EXHIBIT "1"**



**JOHN P. SUGRUE, JD**

**EXHIBIT 1**

**Page 341 of 386**

**EXHIBIT F**

**Contract No. RR-17-4295**

**American Veterans Construction, LLC**

**SCOPE OF SERVICES**

Assist the Prime Consultant in general construction inspection for Roadway, Bridge and Lighting Improvements on the Veterans Memorial Tollway from I-55 (M.P. 12.3) to Army Trail Road (M.P. 29.8). Our specialty subconsultant work also will include coordination efforts for utility relocation; attend meetings; inspect, monitor and coordinate ramp toll buildig upgrades and toll collection facilities; inspection for new signing and dynamic messgae boards and other collateral work as maybecome necessary.

**EXHIBIT G**

**Contract No. RR-17-4295**

**American Veterans Construction, LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
I-355 RR-17-4295	Assist Prime Consultant in general construction inspection; coordination efforts for utility relocations; attend meetings; inspect, monitor and coordinate ramp toll plaza upgrades and toll facilities; inspection for new signing and dynamic message boards and other collateral work as may become necessary.	\$327,000.00	\$327,000.00	9/30/2019

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

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

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

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

7	_____	
	Direct Labor	_____
	Direct Costs	\$ _____ -
	Services by Others	\$ _____ -
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3	_____	
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4	_____	
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9	_____	
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TOTAL DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Contract Information Sheet

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

Consultant Name: Patrick Engineering Inc.

Contract Number: RR-17-4295

Proposal Date: 2/1/2018

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-17-4295

Consultant: Patrick Engineering Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	1,480	
Construction Support				40	150	150	150	100	100	100	75	50	915	
Administration				5	10	10	10	10	10	10	10	10	85	
<b>TOTALS</b>				45	160	160	160	110	110	110	85	60	1000	





Contract No.: RR-17-4295

Consultant: Patrick Engineering Inc.

Date: 2/1/2018

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

CONTRACT TERM: 19 No. OF MONTHS  
 SCHEDULED START DATE: 4/1/2018  
 RAISE DATE: 1/1/2019  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

4/1/2018 - 12/31/2018 Date Date	1/1/2019 - 10/31/2019 Date Date	- Date Date	- Date Date	- Date Date
9.0 19.0	10.0 19.0	19.0	19.0	19.0
47.37% Factor First Period	52.63% Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

- Date Date	- Date Date	- Date Date	- Date Date	- Date Date
19.0	19.0	19.0	19.0	19.0
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-17-4295

Consultant: Patrick Engineering Inc.

Date: 2/1/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

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

**DIRECT COST**  
**OVERTIME PREMIUM**

Total  
Estimated  
Work Hours: 1,480.00

Average  
Hourly Rate: \$43.67

Total Direct  
Labor \$64,631.60

Total  
Estimated O/T  
Hours: \_\_\_\_\_  
Average  
Premium O/T  
Hourly Rate: \_\_\_\_\_

Total Overtime  
Premium: \_\_\_\_\_

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	50.00		
No	Project Manager	\$40.00	\$70.00	\$62.89	\$62.89	100.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$64.92	\$64.92	100.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.97	\$45.97	340.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$33.97	\$33.97	240.00		
No	Engineer /Accountant	\$20.00	\$60.00	\$35.52	\$35.52	200.00		
No	Senior Technical Specialist	\$25.00	\$60.00	\$51.52	\$51.52	100.00		
No	Technical Specialist	\$15.00	\$50.00	\$30.16	\$30.16	200.00		
No	Architect	\$30.00	\$70.00	\$66.61	\$66.61	50.00		
No	Realty Specialists	\$20.00	\$70.00	\$34.93	\$34.93	50.00		
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00	\$24.15	\$24.15	50.00		

EXHIBIT '1'  
 PAGE 351 OF 386

Contract No.: RR-17-4295

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

Patrick Engineering Inc.

Date: 2/1/2018

**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	Jeffrey Schuh	\$50 - \$70
	Principal	Robert Brunetti	
	Principal	Paul Lopez	
	Sr. Project Director	Jarrod Cebulski	
	Sr. Project Director	<b>Sarah L Czaplicki</b>	
	Sr. Project Director	Gary Goodheart	
	Sr. Project Director	George Gorill	
	Sr. Project Director	Ernst Kohn	
	Sr. Project Director	Jerome Santoyo	
	Project Manager	Project Manager	Glen Campbell
Project Manager		Donald Freeston	
Project Manager		Richard Frendt	
Project Manager		Nathaniel Koehneke	
Project Manager		Stephen Lynch	
Project Manager		Michael Pine	
Project Manager		<b>Nicholas Schilling</b>	
Survey Project Manager		Nicholas Torello	
Senior Engineer/Planner	Senior Engineer	Scott Lutz	
	Senior Engineer	Derrick Brantley	\$40 - \$70
	Senior Engineer	Marc Chabot	
	Senior Engineer	Christopher Erwin	
	Senior Engineer	Lee Gong	
Resident Engineer	Senior Engineer	Steve Heath	
Project Engineer/Planner	Project Engineer		\$40 - \$70
		Eric Boelter	\$25 - \$60
		Matthew Breitenbach	
		Jeffrey Deckard	
		Karie Koehneke	
		Daniel Schimpf	
		Pushpinder Singh	
		Michael Vasak	
Staff Engineer/Planner	Staff Engineer	Jun Zhao	
		Paleak Agrawal	\$20 - \$40
		John Bourgeois	
		Jason Chae	
		Michael Clark	
		William Gilbert	
		Randy Haldeman	
	Brian KlabeI		







## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## **ALLOWABLE DIRECT COSTS**

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

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

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

#### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

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

Contract No.: RR-17-4295

Consultant: Patrick Engineering Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** Nicholas Schilling

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

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

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

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

**Project Structural Engineer:** Sarah L Czaplicki

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

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

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

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

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

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

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

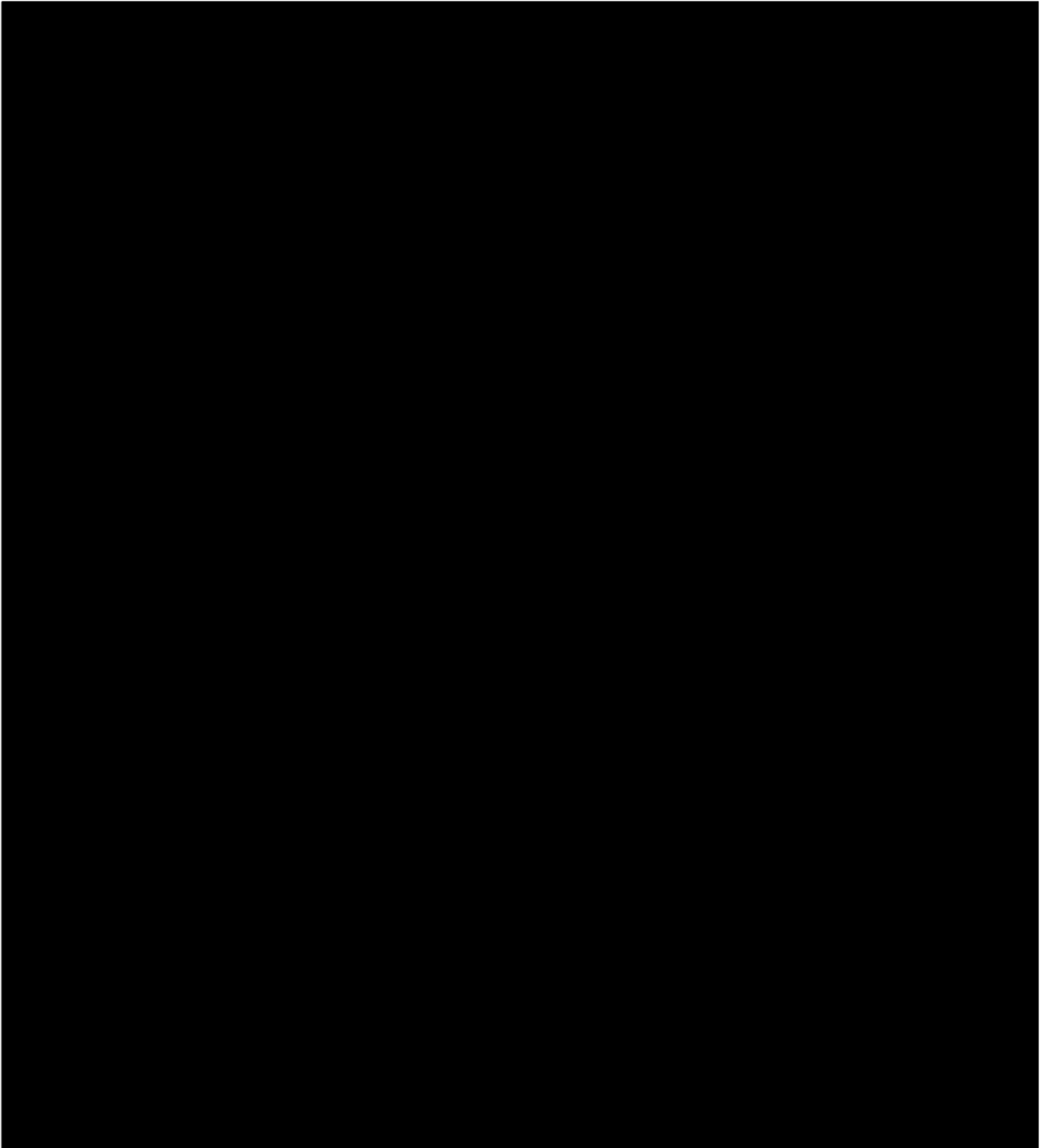
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Classification: \_\_\_\_\_

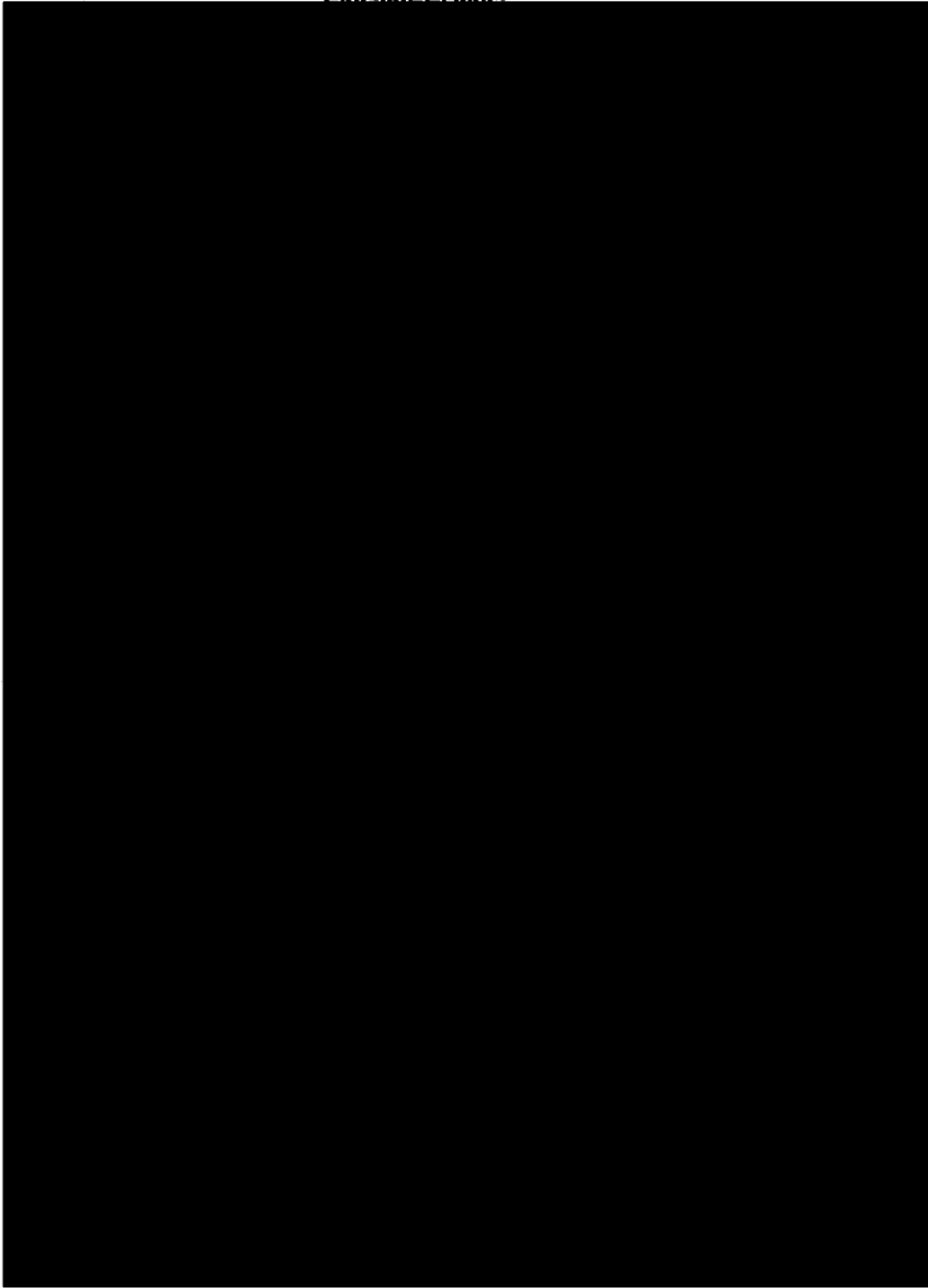


Nicholas Schilling, P.E. Project Manager



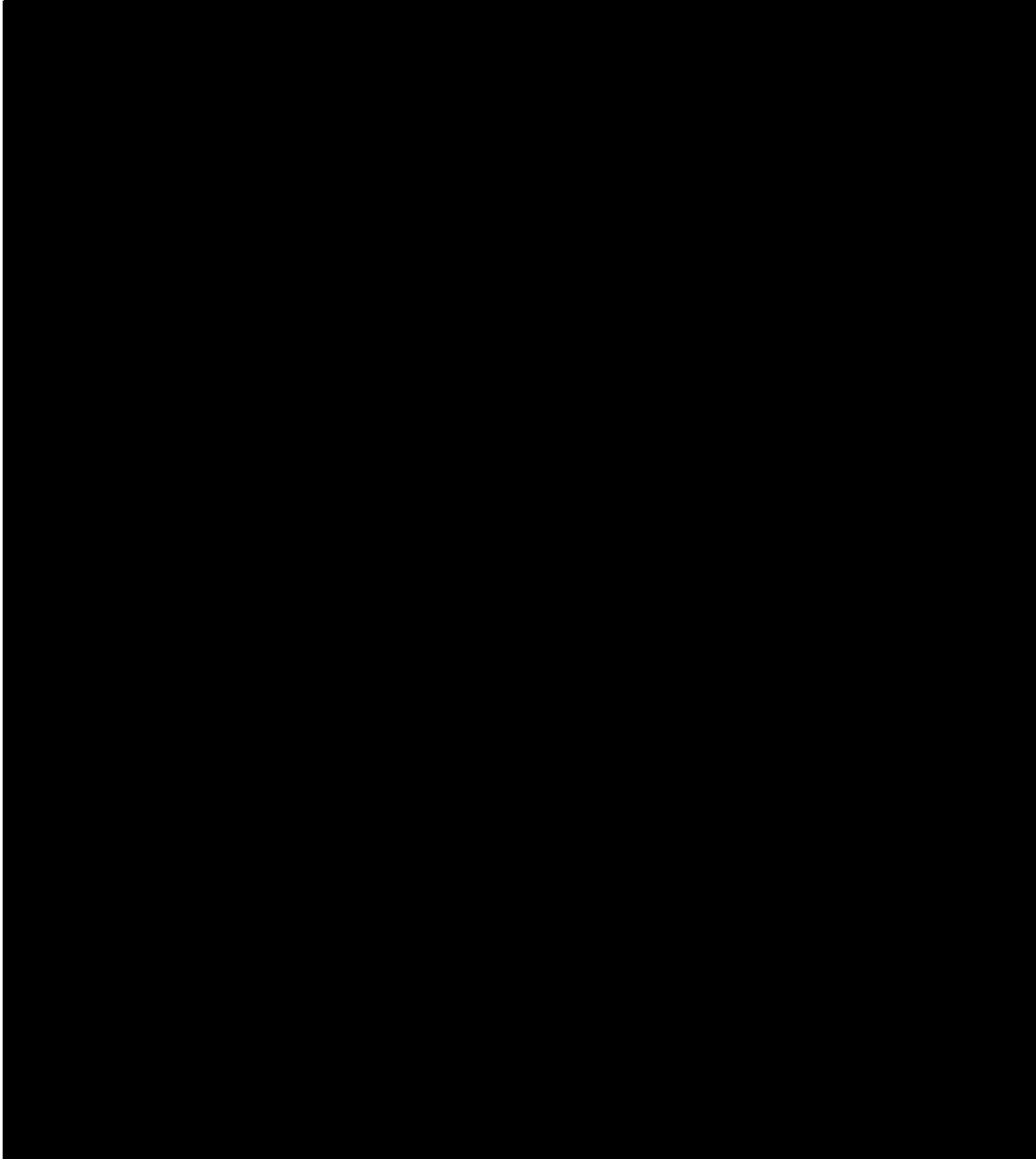
**PATRICK**

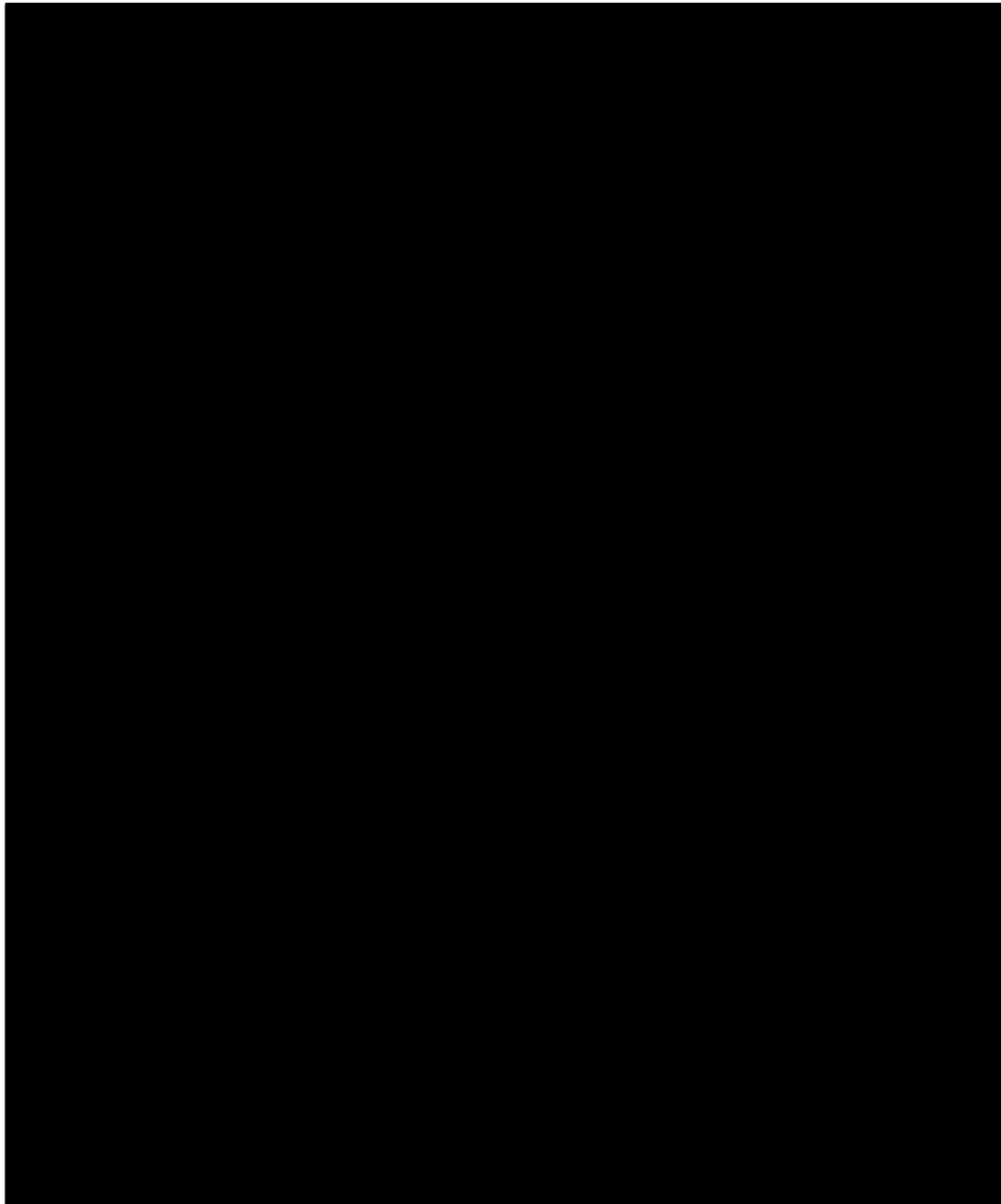
**ENGINEERING**





Sarah L. Czaplicki, P.E., S.E. Director of Structures







**EXHIBIT F**

**Contract No. RR-17-4295**

**Patrick Engineering Inc.**

**SCOPE OF SERVICES**

Patrick will provide designer support to the Construction Manager during construction, by responding to RFI's, performing shop drawing reviews, and attending site meetings as requested.

**EXHIBIT G**

**Contract No. RR-17-4295**

**Patrick Engineering 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>
PTB 160/29	CREATE Project P6 Phase I	\$1,985,270.00	\$40,000.00	12/31/2018
PTB 162/03	IDOT Various Phase I	\$2,000,000.00	\$20,000.00	3/31/2018
PTB 164/21	IL High Speed Rail Chicago to Dubuque	\$6,000,000.00	\$1,760,000.00	12/31/2018
PTB 170/05	IDOT Various Phase I/ADA	\$1,200,000.00	\$300,000.00	12/31/2018
PTB 176/33	IL High Speed Rail Chicago to St. Louis	\$5,500,000.00	\$800,000.00	6/30/2018
I-12-4041	Elgin-O'Hare Expressway, Lively to Supreme	\$11,273,751.12	\$250,000.00	9/30/2018
As a Sub:				
PTB 152/04	Interstate 80 Phase I/Phase II	\$4,670,000.00	\$400,000.00	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 <u>EJM Engineering</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 9,921.74</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ 78.26</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;">\$ 10,000.00</td></tr> </table>	Direct Labor	\$ 9,921.74	Direct Costs	\$ 78.26	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ 10,000.00	<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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\*\* Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants:	\$ 10,000.00
TOTAL Additional Services DBE/MBE/WBE Subconsultants:	\$ -
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:	\$ 10,000.00
DBE/MBE/WBE Percentage of Total Fee (Includes Additional Services):	5.18%
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):	5.18%

**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 _____</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 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: EJM Engineering, Inc

Contract Number: RR-17-4295

Proposal Date: 2/1/2018

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-17-4295

Consultant: EJM Engineering, Inc

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												Grand Total Exhibit A Hours	68
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS	
Construction Assistance				5	5	12	12	12	12				58	
<b>TOTALS</b>				5	5	12	12	12	12				58	







Contract No.: RR-17-4295

Consultant: EJM Engineering, Inc

Date: 2/1/2018

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

CONTRACT TERM: 19 No. OF MONTHS  
 SCHEDULED START DATE: 4/1/2018  
 RAISE DATE: 7/1/2018  
 PERCENT OF RAISE: 0%

**ESCALATION PER YEAR Year 1 through 5**

4/1/2018 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2019 - 10/31/2019		
Date Date	Date Date	Date Date	Date Date	Date Date
3.0	12.0	4.0		
19.0	19.0	19.0	19.0	19.0
15.79%	63.16%	21.05%		
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
19.0	19.0	19.0	19.0	19.0
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-17-4295

Consultant: EJM Engineering, Inc

Date: 2/1/2018

Escalation Factor: 100.00%

(From Exhibit C-1)

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

**DIRECT COST**  
**OVERTIME PREMIUM**

Total Estimated Work Hours: 68.00  
Average Hourly Rate: \$52.11  
Total Direct Labor \$3,543.48

Total Estimated O/T Hours: \_\_\_\_\_  
Average Premium O/T Hourly Rate: \_\_\_\_\_  
Total Overtime Premium: \_\_\_\_\_

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00					
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	6.00		
No	Senior Engineer/Planner	\$40.00	\$70.00	\$57.61	\$57.61	26.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$45.15	\$45.15	36.00		
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00					
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00					





## ALLOWABLE DIRECT COSTS

10.01.2013

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

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

## **ALLOWABLE DIRECT COSTS**

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

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

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

#### Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

#### NOTES:

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

Contract No.: RR-17-4295

Consultant: EJM Engineering, Inc

**EXHIBIT E - KEY PROJECT PERSONNEL**

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

**Project Manager:** Mohammed Rashed

**Project Engineer:** Marius E. Kucinas

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

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

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

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

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

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

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

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

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

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

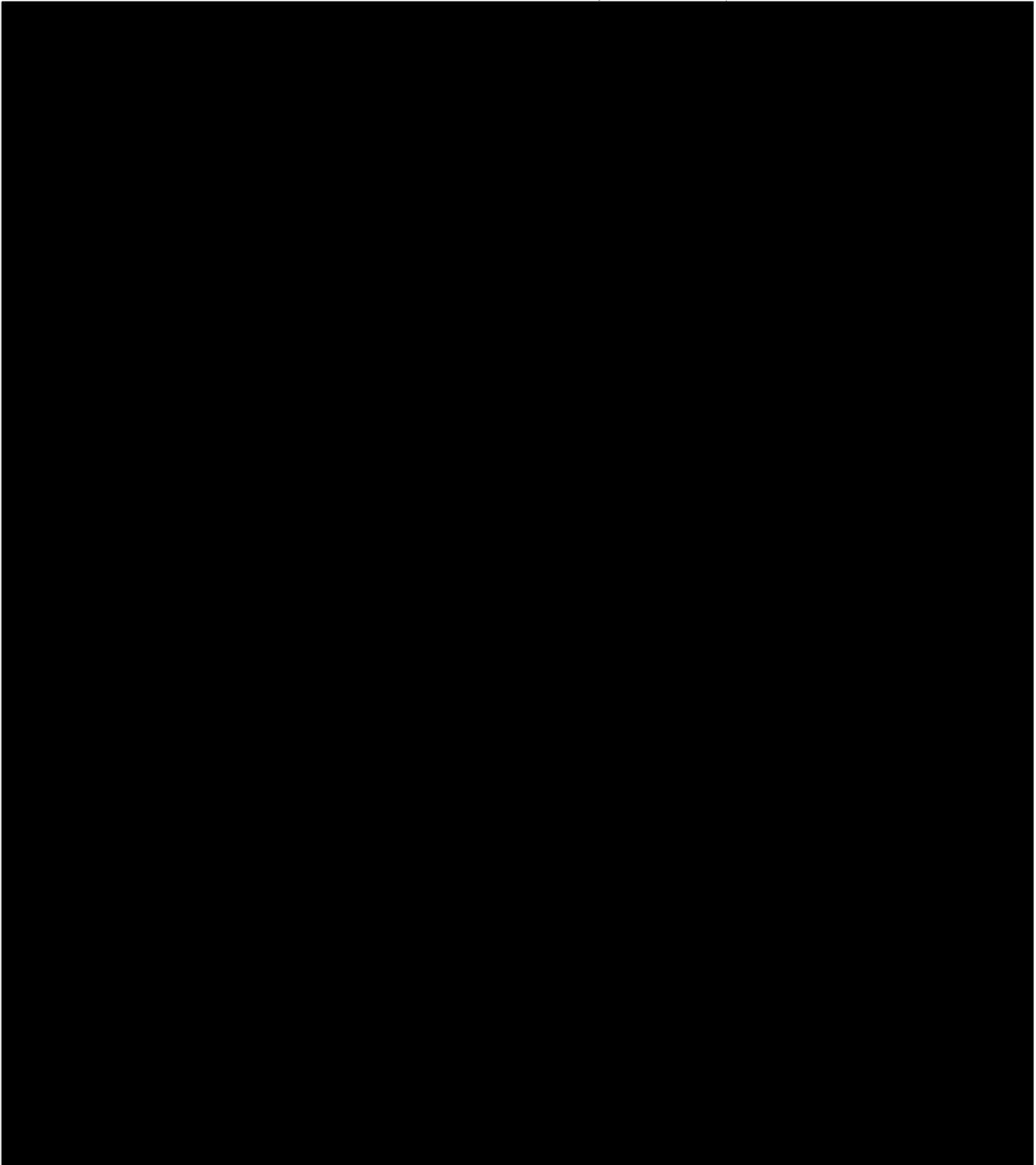
Name: \_\_\_\_\_

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

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

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







**EJM ENGINEERING, INC.**

**Mohammed Rashed, PE, LEED Green Associate**  
*Chief Electrical Engineer*

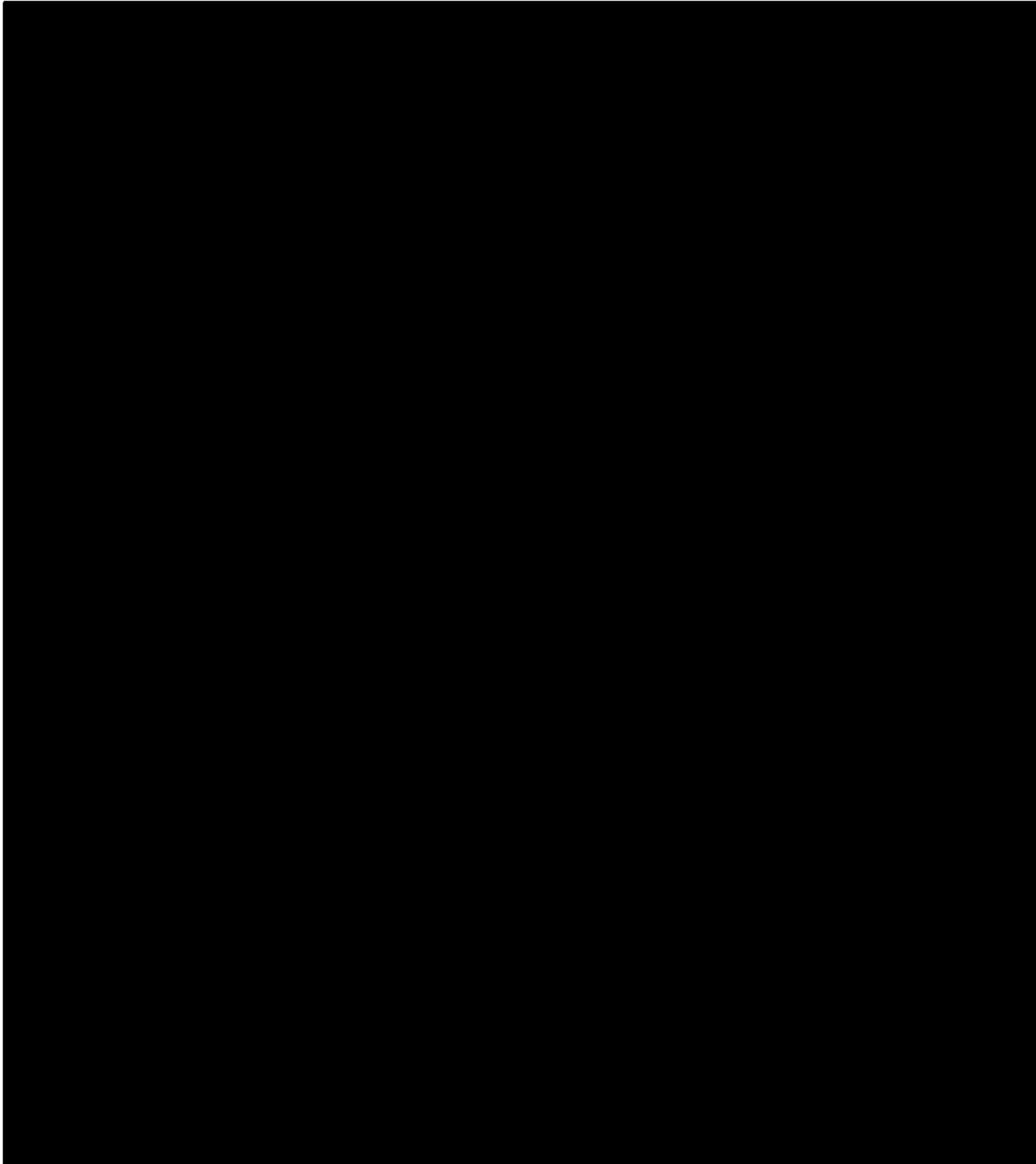
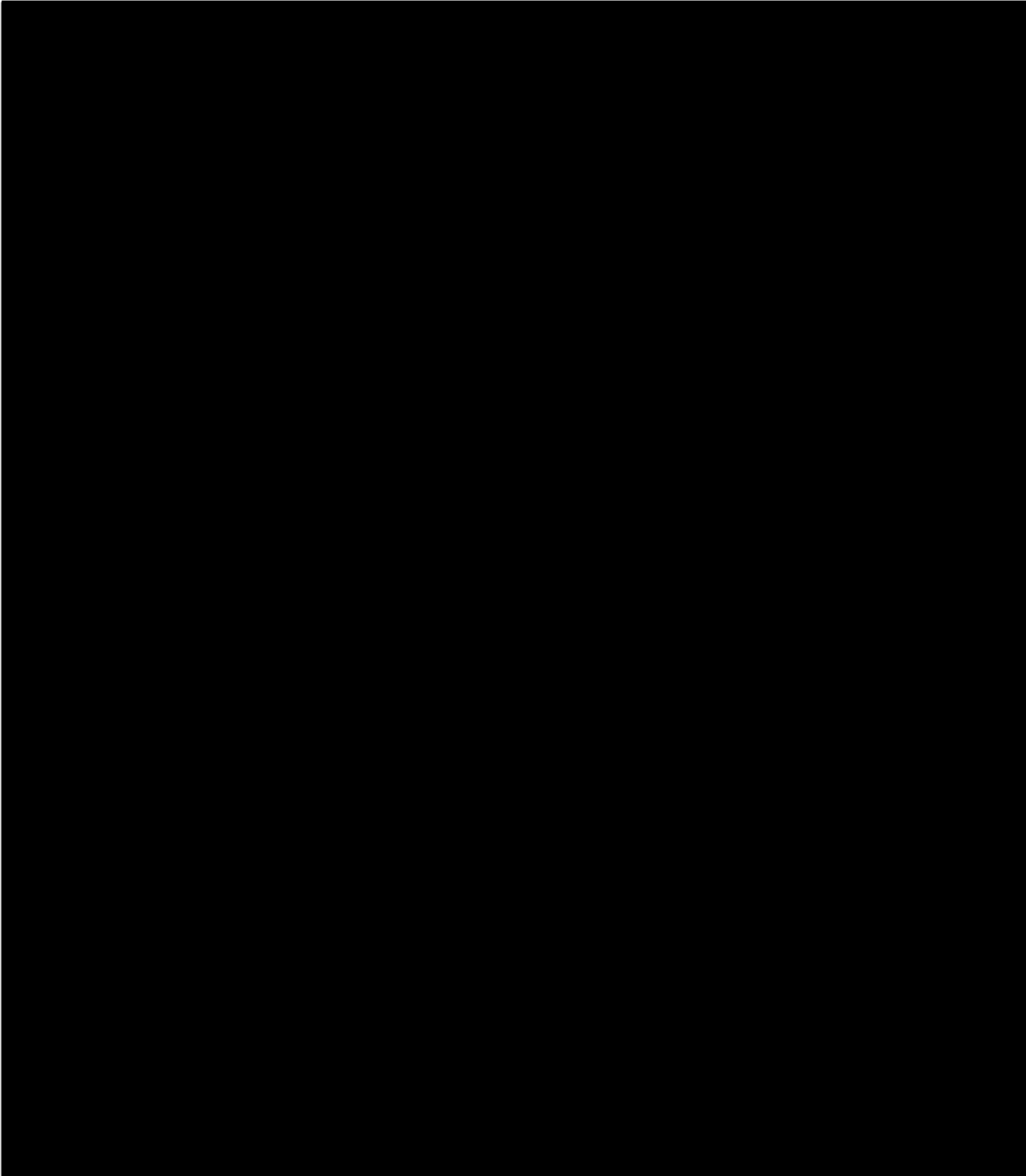
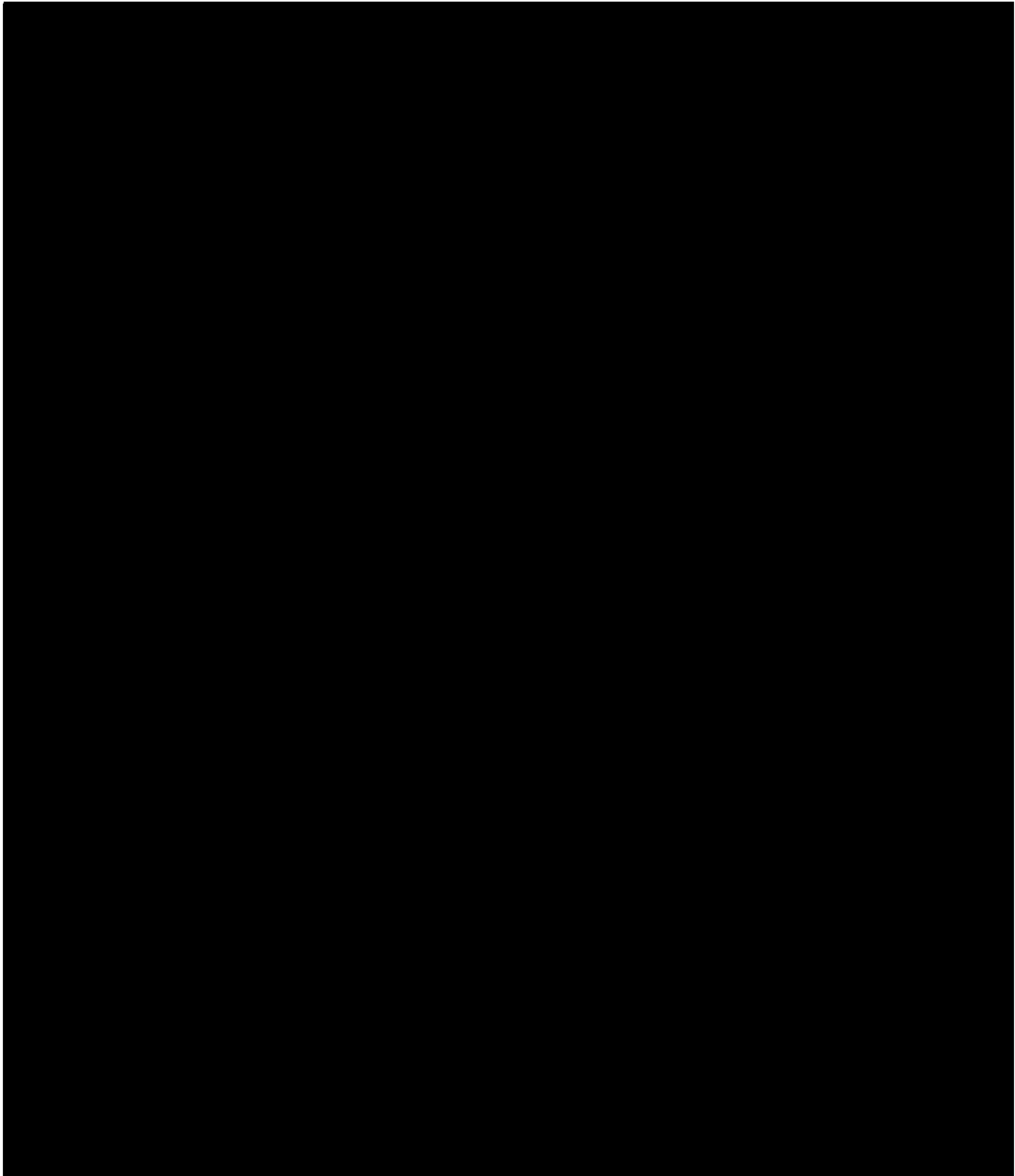


EXHIBIT 1





**EXHIBIT F**

**Contract No. RR-17-4295**

**EJM Engineering, Inc**

**SCOPE OF SERVICES**

EJM will provide limited construction phase assistance to the CSE.

**EXHIBIT G**

**Contract No. RR-17-4295**

**EJM Engineering, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-13-4151	Design Upon Request	\$6,500,000-Contract \$3,315,000-EJM	\$1,630,949.00	12/31/2021
RR-14-4223	Tri-State Tollway 95th St. to Cermak Rd.	\$200,691.00	\$75,831.00	12/31/2017
RR-10-9973	General Engineering Consultant	\$2,233,910.00	\$221,514.00	6/30/2017
I-11-4014	Elgin O'Hare West Access	\$1,351,468.00	\$428,750.00	3/31/2018
I-15-4657	Elgin O'Hare Western Access-I-294 to I-90	\$216,069.00	\$186,019.00	12/31/2020
RR-15-9976	Tollway Traffic Engineering Services	\$340,000.00	\$226,074.00	12/31/2019
RR-16-4254	I-88 Rehabilitation MP 91.4-MP113.3	\$7,098,410-contract \$4,374,688-EJM	\$1,736,7360 \$1,512,115	12/31/2019
RR-16-4253	I-88 Rehabilitation MP 76.1-MP91.4	\$544,898.00	\$400,231.00	12/31/2018
RR-16-4256	I-355 Rehabilitation	\$380,522.00	\$283,117.00	
PTB 152/4	I-80 Phase I/II	\$642,388.00	\$195,365.00	12/31/2018
PTB 161/03	Central Ave. at BRC RR	\$509,982.00	\$98,989.00	on hold
PTB 163/01	Circle Interchange	\$230,147.00	\$83,279.00	5/31/2018
PTB 164/21	PMO for Passenger Rail	\$613,483.00	\$367,373.00	on hold
<b>PTB 167/08</b>	<b>IL 47-Charles Rd. to IL 20</b>	<b>TBD in negotiation</b>		<b>12/31/2018</b>
PTB 169/14	Phase I Various	TBD-DUR		12/31/2018
PTB 172/12	Phase I Various	\$149,835.00	\$121,674.00	12/31/2018
PTB 172/08	ITS Various	TBD-DUR		12/31/2017
PTB 157/28	Phase I/II Various	\$200,000.00	\$112,484.00	12/31/2021
PTB 162/02	Phase I Various	\$2,000,000-Contract \$1,100,000 EJM est	\$428,599.00 \$363,415.00 EJM est	12/31/2022
PTB 162/01	Phase I Various	TBD-DUR		
PTB 174/16	Various Lighting Projects Statewide DUR	\$3,000,000 est EJM share \$2,250,000	\$2,692,354.00 \$1,822,000.00	12/31/2018
PTB 177/04	Phase II Various	\$19,334.00	\$1,574.00	12/31/2021
<b>PTB 154/30</b>	<b>IL-47 IL 71 to Caton Farm Rd. Phase</b>	<b>\$287,125.00</b>	<b>\$246,574.00</b>	<b>12/31/2021</b>
PTB 162/03	Phase I Various	TBD-DUR	contract pending	
PTB 181/21	Passenger Rail PMO-Chicago to Quad Cities	TBD-DUR	contract pending	
PTB 182/03	IL 132 Phase II Design	TBD-DUR	contract pending	

**EXHIBIT H - SERVICES BY OTHERS**

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

**DBE/MBE/WBE SUBCONSULTANTS**

<p>1 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<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)	\$ <u>          -</u>

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

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

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

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

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

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

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

5	<hr/>	
	Direct Labor	\$ <u>          -</u>
	Direct Costs	\$ <u>          -</u>
	Services by Others	\$ <u>          -</u>
	Additional Services **	\$ <u>          -</u>
	Total this Subconsultant (ULC)	\$ <u>          -</u>

10	<hr/>	
	Direct Labor	\$ <u>          -</u>
	Direct Costs	\$ <u>          -</u>
	Services by Others	\$ <u>          -</u>
	Additional Services **	\$ <u>          -</u>
	Total this Subconsultant (ULC)	\$ <u>          -</u>

\*\* Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$           -

TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: \$           -

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$           -