

RESOLUTION NO. 21813

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 21570 approved May 24, 2018, entered into an Agreement with Apex Consulting Engineers, LLC on Contract RR-17-4314 for Construction Management, on the Tri-State Tollway (I-294) from Mile Post 40.0 (Balmoral Avenue) to Mile Post 52.9 (Lake-Cook Road).

Per Tollway request, Apex Consulting Engineers, LLC submitted a proposal to provide Supplemental Construction Management Services for Contract RR-17-4314, increasing the contract upper limit by \$407,573.00, from \$1,662,049.24 to \$2,069,622.24. It is necessary and in the best interest of the Tollway to accept the proposal from Apex Consulting Engineers, LLC.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Apex Consulting Engineers, LLC consistent with the aforementioned proposal to increase the contract upper limit by \$407,573.00, subject to the approval of the 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

CLOSE WINDOW [Print](#)

RR-17-4314

Business & Contact Information

BUSINESS NAME **Apex Consulting Engineers, LLC, DBA APEX Consulting Engineers, LLC**

OWNER **Delano E. Brazil, PE**

ADDRESS **111 East Wacker Drive, Suite 520** [Map This Address](#)
Chicago, IL 60601-4205

PHONE **312-977-0660**

FAX **312-977-0661**

EMAIL **dbrazil@apexconsults.com**

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **MBE - Minority Business Enterprise**

CERTIFICATION DATE **2/7/2018**

RENEWAL DATE **6/15/2019**

EXPIRATION DATE **2/15/2020**

CERTIFIED BUSINESS DESCRIPTION **NAICS 541330 Civil engineering services
NAICS 541330 Construction engineering services
NAICS 541330 Consulting engineers' offices
NAICS 541330 Engineering consulting services
NAICS 541370 Land surveying services**

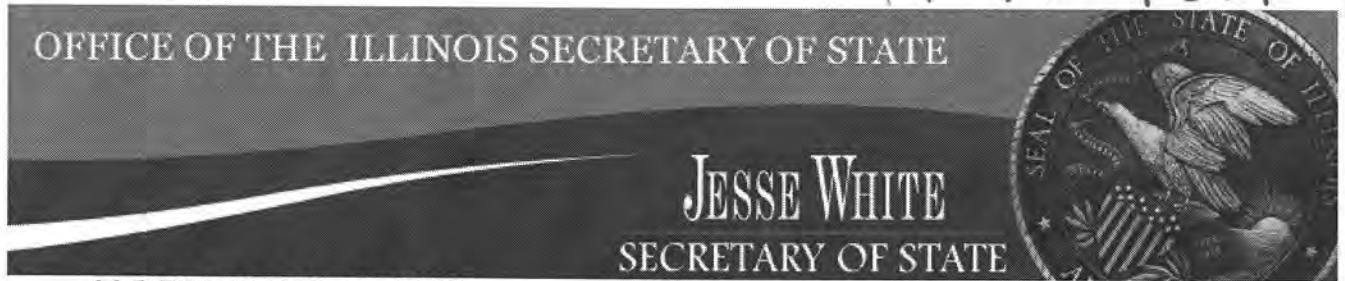
Commodity Codes

Code	Description
NAICS 541330	Civil engineering services
NAICS 541330	Construction engineering services
NAICS 541330	Consulting engineers' offices
NAICS 541330	Engineering consulting services
NAICS 541370	Land surveying services

Additional Information

WARD	42
COMMUNITY AREA	32 Loop

RR-17-4314



LLC FILE DETAIL REPORT

File Number	01346725		
Entity Name	APEX CONSULTING ENGINEERS, L.L.C.		
Status	ACTIVE	On	11/26/2018
Entity Type	LLC	Type of LLC	Domestic
File Date	11/16/2004	Jurisdiction	IL
Agent Name	DELANO E. BRAZIL	Agent Change Date	11/29/2018
Agent Street Address	111 E WACKER DRIVE, SUITE 430	Principal Office	111 E WACKER DRIVE, SUITE 520 CHICAGO, IL 60601
Agent City	CHICAGO	Managers	View
Agent Zip	60601	Duration	PERPETUAL
Annual Report Filing Date	11/26/2018	For Year	2018
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

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(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](#)

Bailey, Shanel

RR-17-4314

From: Bailey, Shanel
Sent: Thursday, May 16, 2019 7:39 AM
To: Bailey, Shanel
Subject: Apex Consulting Engineers, LLC [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 07:38 05/16/19

ACTION: S

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

DISCLAIMER:

AS OF 05/16/19 AT 07:38 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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CONSTRUCTION MANAGER
FIRST SUPPLEMENTAL AGREEMENT

The Board of Directors, on the 16th day of **May, 2019**, authorized this **FIRST SUPPLEMENTAL 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 **APEX CONSULTING ENGINEERS, LLC**, a **corporation** authorized and existing within the laws of the State of Illinois, hereinafter sometimes referred to as "CONSTRUCTION MANAGER".

W I T N E S S E T H:

WHEREAS, the TOLLWAY selected CONSTRUCTION MANAGER from **PSB 18-1, Item 8**, and CONSTRUCTION MANAGER entered into an agreement on **May 24, 2018**, to provide construction management services (hereinafter "Services") for Contract No. **RR-17-4314** for **Tri-State Tollway (I-294), Pavement and Structural Preservation and Rehabilitation, Mile Post 40.0 (Balmoral Ave) to Mile Post 52.9 (Lake Cook Road)**; and

WHEREAS, additional supplemental Services are necessary due to the increased scope of the work; and

WHEREAS, CONSTRUCTION MANAGER has submitted a proposal dated **May 6, 2019**, a copy of which is attached hereto as Exhibit "1", to provide said additional Services, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

Except as modified or changed herein, all terms, provisions and conditions contained in the original agreement between the TOLLWAY and the CONSTRUCTION MANAGER dated **May 24, 2018** ("Original Agreement") and commonly referred to as Contract No. **RR-17-4314** and any prior supplements, shall govern this agreement and be in full force and effect, however, any changes to multipliers, unit costs, prices and/or rates of compensation shall only be applied to Services rendered solely under this Supplement pursuant to changes in the scope of work. The supplemental proposal attached as Exhibit "1" is hereby incorporated into and made a part of this **FIRST Supplemental Agreement**.

ARTICLE II

Time of Performance

The CONSTRUCTION MANAGER shall perform the services herein in accordance with the schedule included at Exhibit "A" in the attached proposal.

ARTICLE III

Reaffirmation of Original Agreement

All covenants and agreements contained in the Original Agreement made and entered into by and between the TOLLWAY and CONSTRUCTION MANAGER and any and all prior Supplemental Agreements, if any, to provide Services for Contract No. **RR-17-4314 for Tri-State Tollway (I-294), Pavement and Structural Preservation and Rehabilitation, Mile Post 40.0 (Balmoral Ave) to Mile Post 52.9 (Lake Cook Road)** are reaffirmed and shall govern this Agreement as if fully set forth herein, it being the intent that this Agreement shall be a supplement to said agreement(s).

ARTICLE IV

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 VI

Compensation

The upper limit of compensation for said supplemental Services for Contract No. **RR-17-4314 for Tri-State Tollway (I-294), Pavement and Structural Preservation and Rehabilitation, Mile Post 40.0 (Balmoral Ave) to Mile Post 52.9 (Lake Cook Road)** performed by the CONSTRUCTION MANAGER under the Original Agreement and including the services set forth herein, is hereby increased from \$ **1,662,049.24** by \$ **407,573.00** to \$ **2,069,622.24**.

ARTICLE VII

Report of a Change in Circumstances

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

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

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

ARTICLE VIII

EXPATRIATED ENTITIES

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

IN WITNESS WHEREOF, the parties hereto have executed **FIRST SUPPLEMENTAL AGREEMENT** for **RR-17-4314** the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

APEX CONSULTING ENGINEERS, LLC

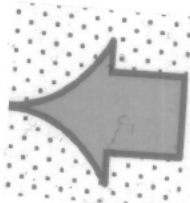
By [Redacted] 7/18/2019
Chair/~~Executive Director~~-Signature Date
Will Evans/~~José Alvarez~~

[Redacted] 5/15/2019
President-Signature Date

Delano E. Brazil, P.E. President | CEO
Printed Name as Signed Above

APPROVED:
[Redacted] 7-11-19
Chief Financial Officer - Signature Date
Michael Colsch

APPROVED:
[Redacted] 7/10/19
General Counsel – Signature Date
Kathleen Pasulka-Brown



Approved as to Form and Constitutionality
[Redacted] 7-9-19
Attorney General, State of Illinois - Signature Date

**PROPOSAL
TO THE
ILLINOIS STATE TOLL HIGHWAY AUTHORITY
FOR SUPPLEMENTAL CONSTRUCTION MANAGER SERVICES**

FOR CONTRACT NUMBER RR-17-4314

This proposal, dated May 6, 2019, is submitted by APEX Consulting Engineers, LLC of Chicago, Illinois for Construction Manager's Service.

DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract RR-17-4314 for which we propose to provide Construction Manager Services is Tri-State Tollway (I-294), Pavement and Structural Preservation and Rehabilitation, M.P. 40.0 (Balmoral Avenue) to M.P. 52.9 (Lake-Cook Road), in Cook County (Counties), Illinois.

REAFFIRMATION OF ORIGINAL AGREEMENT

All terms of the original agreement and any amendments thereto are hereby reaffirmed except as herein modified.

SCOPE OF SUPPLEMENTAL CONSTRUCTION MANAGER SERVICES

The Supplemental Engineering Services, more fully detailed in **Exhibit F**, attached hereto, will be executed in conformance with the terms contained in the original agreement for Construction Manager's Services except where herein modified.

FEE PROPOSAL

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

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

ACTUAL 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, while 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.”

AGREEMENT LIMITS

The following limits contained in the existing agreement are amended as follows:

The Upper Limit Compensation shall be increased

from \$ 1,662,049.24 by \$ 407,573.00 to \$ 2,069,622.24.

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.

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

INVOICES for services performed and expenses incurred through December 31st must be submitted to the TOLLWAY no later than February 28th of the subsequent year. The CONSTRUCTION MANAGER expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the

CONSTRUCTION MANAGER fails to obtain prior written approval from the Chief Engineering Officer for an alternative INVOICE submission date. CONSTRUCTION MANAGER will request such approval or an INVOICE submittal extension no later than February 15th.

PARTIAL PAYMENTS

Partial payments to the CONSTRUCTION MANAGER shall be made in accordance with the terms of the original agreement except that reference to the Total Estimated Fee and Upper Limit of Compensation, shall be interpreted to be the Amended Total Estimated Fee and Amended Upper Limit of Compensation, respectively.

REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

The scope of supplemental work shall be as detailed in **Exhibit F**. All requirements of REVISIONS TO SCOPE OF WORK contained in the original agreement for services shall apply to this supplemental work as well.

THIS PROPOSAL FOR SUPPLEMENTAL CONSTRUCTION MANAGER
SERVICES FOR

CONTRACT RR-17-4314

SUBMITTED BY:

FIRM NAME: APEX Consulting Engineers, LLC

ADDRESS: 111 East Wacker Drive, Suite 430

CITY, STATE &
ZIP CODE: Chicago, IL 60601

TELEPHONE: (312) 977-0660

FACSIMILE: (312) 977-0661

SIGNED BY:



PRINTED NAME: Delano E. Brazil, P.E.

TITLE: President | CEO

EXHIBIT F

CONTRACT RR-17-4314

(APEX Consulting Engineers, LLC)

SCOPE OF SUPPLEMENTAL PROPOSAL

Construction Manager Services. Phase III engineering services required for the proposed roadway and bridge preservation and rehabilitation on the Tri-State Tollway (I-294), Pavement and Structural Preservation and Rehabilitation, M.P. 40 (Balmoral Avenue) to M.P. 52.9 (Lake-Cook Road) in Cook County, Illinois.

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

EXHIBIT G

CONTRACT RR-17-4314

(APEX Consulting Engineers, 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
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Please see attached,

EXHIBIT G

Contract No. RR-17-4314

APEX Consulting Engineers, 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
D-5-106	Deisgn for Streets for Cycling V-1	\$288,103.04	\$80,991.97	12/31/2020
B-1-642	Construction Inspection at Milwaukee Avenue (Subconsultant to Stanley)	\$127,500.00	\$127,500.00	Pending
E-4-703	Construction Inspection at Lake Shore Drive over LaSalle Dr. - Bridge Rehab.	\$33,395.00	\$33,395.00	Pending
B-3-527	Construction Inspection for Landscape Median	\$223,377.67	\$223,377.67	Pending
E-3-621	Construction Inspection for Category 8 Bridge and Viaduct Painting Contract 7&8	\$265,000.00	\$265,000.00	Pending
E-3-622				
C-91-175-17	Construction Inspection at US 6 SW Hwy E. of Cedar Rd. to Will-Cook Rd.	\$155,000.00	\$155,000.00	Pending
D-4-119	Construction Inspection for Streets for Cycling Phase IV - Project 1A	\$36,000.00	\$36,000.00	Pending
W-9-210	Construction Inspection for Chicago Safe Routes to School	\$123,366.74	\$123,366.74	Pending

CERTIFICATE OF LIABILITY INSURANCE

APEX CONSULTING ENGINEERS LLC

See page 1 for coverages

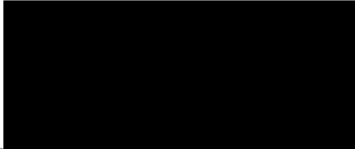
Insured: APEX CONSULTING ENGINEERS, LLC

Insurance Company: General Casualty Ins. Co.

Issued: 05/24/19

Apex Project No.	Project Name	Contract #	PTB #
P-05-1300	ISTHA/STS Tri-State Tollway Widening and Reconstruction		
P-10-7000	ISTHA I-294 Bioswale Storm Water/Water Quality Treatment, Touhy Ave to Sanders Rd.	I-07-5539	
P-11-8650	ISTHA/Bowman, Barrett & Associates I-294 Bridge Rehabilitation	RR-09-5591	
	ISTHA and AECOM Technical Services, Inc. as Additional Insureds with respect to Permit # EW 12-09M		
P-12-9200	ISTHA/URS Elgin O'Hare West Bypass, US Rte 20 to Rte 83	I-12-4040	PSB 12-3 #3
P-12-9250	ISTHA/Stanley I-294/I-57 Interchange	I-12-4053	PSB 12-3 #18
P-14-9460	ISTHA/Benesch I-90 Retaining Wall, Noise Wall and Bridge Widening, Mt. Prospect Rd to Lee St.	PSB 13-1 Item 13	I-13-4102
P-18-9850	ISTHA Tri-State Tollway I-294 Pavement and Structural Preservation and Rehabilitation	RR-17-4314	PSB 18-1 #8

**WAIVER OF SUBROGATION IN FAVOR OF ADDITIONAL INSURED IN REGARDS TO GENERAL LIABILITY & AUTO LIABILITY EXCLUDING PROFESSIONAL LIABILITY. AND ONLY WITH RESPECT TO THE LIABILITY RELATED TO THE MENTIONED CONTRACT NUMBER.


Authorized Representative
Rolel Financial Services Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an Insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

in the performance of your operations for the additional insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under **DEFINITIONS (SECTION V)** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
4. The insurance provided to the additional insured does not apply to:

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

 - a. The preparing, approving, or failure 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.
 5. We have no duty to defend or indemnify an additional insured under this endorsement:
 - a. For any liability due to negligence attributable to any person or entity other than you or those acting on your behalf in the performance of your operations for the additional insured.
 - b. For any loss which occurs prior to our named insured commencing operations at the location of the loss.
 - c. Until we receive written notice of a claim or "suit" from the additional insured as required in the **Duties In The Event of Occurrence, Offense Claim or Suit Condition**.
- C.** As respects the coverage provided under this endorsement, the **COMMERCIAL GENERAL LIABILITY CONDITIONS (SECTION IV)** are amended as follows:
1. The following is added to the **Duties In The Event of Occurrence, Offense, Claim or Suit Condition**:

An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
 - (2) Agree to trigger or activate any other insurance which the additional insured has, which is primary, for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance.
2. As respects the coverage provided under this endorsement, Paragraph **4.b.** of the Other Insurance Condition is deleted and replaced by the following:
 4. **Other Insurance**
 - b. **Excess Insurance**

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in **A.** above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

in the performance of your operations for the additional insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under **DEFINITIONS (SECTION V)** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
 4. The insurance provided to the additional insured does not apply to:

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

 - a. The preparing, approving, or failure 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.
 5. We have no duty to defend or indemnify an additional insured under this endorsement:
 - a. For any liability due to negligence attributable to any person or entity other than you or those acting on your behalf in the performance of your operations for the additional insured.
 - b. For any loss which occurs prior to our named insured commencing operations at the location of the loss.
 - c. Until we receive written notice of a claim or "suit" from the additional insured as required in the **Duties In The Event of Occurrence, Offense Claim or Suit Condition**.
- C.** As respects the coverage provided under this endorsement, the **COMMERCIAL GENERAL LIABILITY CONDITIONS (SECTION IV)** are amended as follows:
1. The following is added to the **Duties In The Event of Occurrence, Offense, Claim or Suit Condition**:

An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
- (2) Agree to trigger or activate any other insurance which the additional insured has, which is primary, for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance.

2. As respects the coverage provided under this endorsement, Paragraph 4.b. of the Other Insurance Condition is deleted and replaced by the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured, whether primary, excess, contingent or on any other basis unless the written contract or agreement described in A. above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2019

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

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

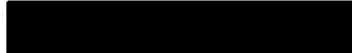
PRODUCER ROLEI FINANCIAL SERVICES CORP. 980 N. Michigan Ave Suite 1189 CHICAGO IL 60611		CONTACT NAME: Jaime M. Rojkind PHONE (A/C, No, Ext): 312-654-8200 E-MAIL ADDRESS: roleimail@aol.com FAX (A/C, No): 3123351591	
INSURED APEX CONSULTING ENGINEERS, LLC 111 E. WACKER DR., SUITE 430 Chicago IL 60601		INSURER(S) AFFORDING COVERAGE INSURER A: *TRAVELERS CASUALTY AND SURETY CO. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL			106846960	12/20/18	12/20/19	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ N/A MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ N/A GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ N/A
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			N/A			EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
OFFICE OF PROFESSIONAL ENGINEERS
*INDICATES PROFESSIONAL LIABILITY

CERTIFICATE HOLDER **IL STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE DOWNERS GROVE, IL 60515-1703 ATTN: PAUL LANZO DOCUMENT CONTROL MANAGER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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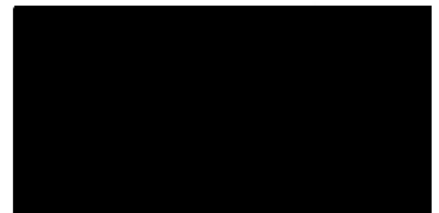
CERTIFICATE OF LIABILITY INSURANCE
APEX CONSULTING ENGINEERS LLC
 See page 1 for coverages

Insured: APEX CONSULTING ENGINEERS, LLC
 Insurance Company: Travelers Casualty and Surety Co.

Issued: 05/24/19

Apex Project No.	Project Name	Contract #	PTB #
P-05-1300	ISTHA/STS Tri-State Tollway Widening and Reconstruction		
P-10-7000	ISTHA I-294 Bioswale Storm Water/Water Quality Treatment, Touhy Ave to Sanders Rd.	I-07-5539	
P-11-8650	ISTHA/Bowman, Barrett & Associates I-294 Bridge Rehabilitation	RR-09-5591	
	ISTHA and AECOM Technical Services, Inc. as Additional Insureds with respect to Permit # EW 12-09M		
P-12-9200	ISTHA/URS Elgin O'Hare West Bypass, US Rte 20 to Rte 83	I-12-4040	PSB 12-3 #3
P-12-9250	ISTHA/Stanley I-294/I-57 Interchange	I-12-4053	PSB 12-3 #18
P-14-9460	ISTHA/Benesch I-90 Retaining Wall, Noise Wall and Bridge Widening, Mt. Prospect Rd to Lee St.	PSB 13-1 Item 13	I-13-4102
P-18-9850	ISTHA Tri-State Tollway I-294 Pavement and Structural Preservation and Rehabilitation	RR-17-4314	PSB 18-1 #8

**WAIVER OF SUBROGATION IN FAVOR OF ADDITIONAL INSURED IN REGARDS TO GENERAL LIABILITY & AUTO LIABILITY EXCLUDING PROFESSIONAL LIABILITY. AND ONLY WITH RESPECT TO THE LIABILITY RELATED TO THE MENTIONED CONTRACT NUMBER.



Authorized Representative
 Rolei Financial Services Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS POLICY CHANGES

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

Effective Date of Change: 05/29/2019

Change Endorsement No.: 4

Named Insured: APEX CONSULTING ENGINEERS LLC
 111 E. Wacker Drive, suite 430
 Chicago, IL 60601

The following item(s):

<input type="checkbox"/> Insured's Name	<input type="checkbox"/> Insured's Mailing Address
<input type="checkbox"/> Policy Number	<input type="checkbox"/> Company
<input type="checkbox"/> Effective/Expiration Date	<input type="checkbox"/> Insured's Legal Status/Business Of Insured
<input type="checkbox"/> Payment Plan	<input type="checkbox"/> Premium Determination
<input type="checkbox"/> Additional Interested Parties	<input checked="" type="checkbox"/> Coverage Forms and Endorsements
<input type="checkbox"/> Limits/Exposures	<input type="checkbox"/> Deductibles
<input type="checkbox"/> Covered Property/Located Description	<input type="checkbox"/> Classification/Class Codes
<input type="checkbox"/> Rates	<input type="checkbox"/> Underlying Insurance

is (are) changed to read **{See Additional Page(s)}**:

The above amendments result in a change in the premium as follows:

<input checked="" type="checkbox"/>	NO CHANGES	<input type="checkbox"/>	TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM	RETURN PREMIUM
Countersigned By: _____ <div style="text-align: center;">(Authorized Agent)</div>					

POLICY CHANGES ENDORSEMENT DESCRIPTION

It is understood and agreed that the policy is amended as follows:

The following policy coverages are added:

(Designated Insured) - Illinois State
Highway Authority

The following forms are added:

CA 20 48 (10-13) Designated Insured For Covered Autos Liability Coverage

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured:	APEX CONSULTING ENGINEERS LLC
Endorsement Effective Date:	10/01/2018

SCHEDULE

Name Of Person(s) Or Organization(s): Illinois State Highway Authority 2700 Ogden Avenue Attn: Paul Lanzo Downers Grove, IL 60515
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/12/2019

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

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

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED APEX CONSULTING ENGINEERS LLC 111 E WACKER DR SUITE 520 CHICAGO IL 60601		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, LTD. NAIC # 11000 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1138850 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$		
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	N/A	N	76WEGAA7PMG	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excluded: Delano E. Brazil.
Construction Management Services for Tollway Contract RR-17-4314, Tri-State Tollway (I-294), Pavement and Structural Preservation and Rehabilitation, M.P. 40.0 to M.P. 52.9.

CERTIFICATE HOLDER The Illinois State Tollway Highway Authority 2700 Ogden Avenue Downers Grove IL 60515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Contract Information Sheet

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

Consultant Name: APEX Consulting Engineers, LLC

Contract Number: RR-17-4314

Proposal Date: 5/6/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

ALLOWABLE DIRECT COSTS

09.12.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway 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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls (Personal Vehicles only)	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
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, mapping and drone usage	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>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

The number of days will be calculated as follows for extended stay **- Weekly (vehicle and hotel) – Number of days on job site plus one day to travel to and from job site per week.

**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 Tollway project manager.

NOTES:

- For CM 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 CM Manual allowance.

Contract No.: RR-17-4314

Consultant: APEX Consulting Engineers, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Delano E. Brazil, P.E.

Project Manager: Delano E. Brazil, P.E.

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: Syed I. Shaq, P.E.

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: Abdol J. Moltaji

Others: Name: Mohammed F. Baig

Classification: Construction Inspector

Name: Peter Jedrzejek

Classification: Construction Inspector

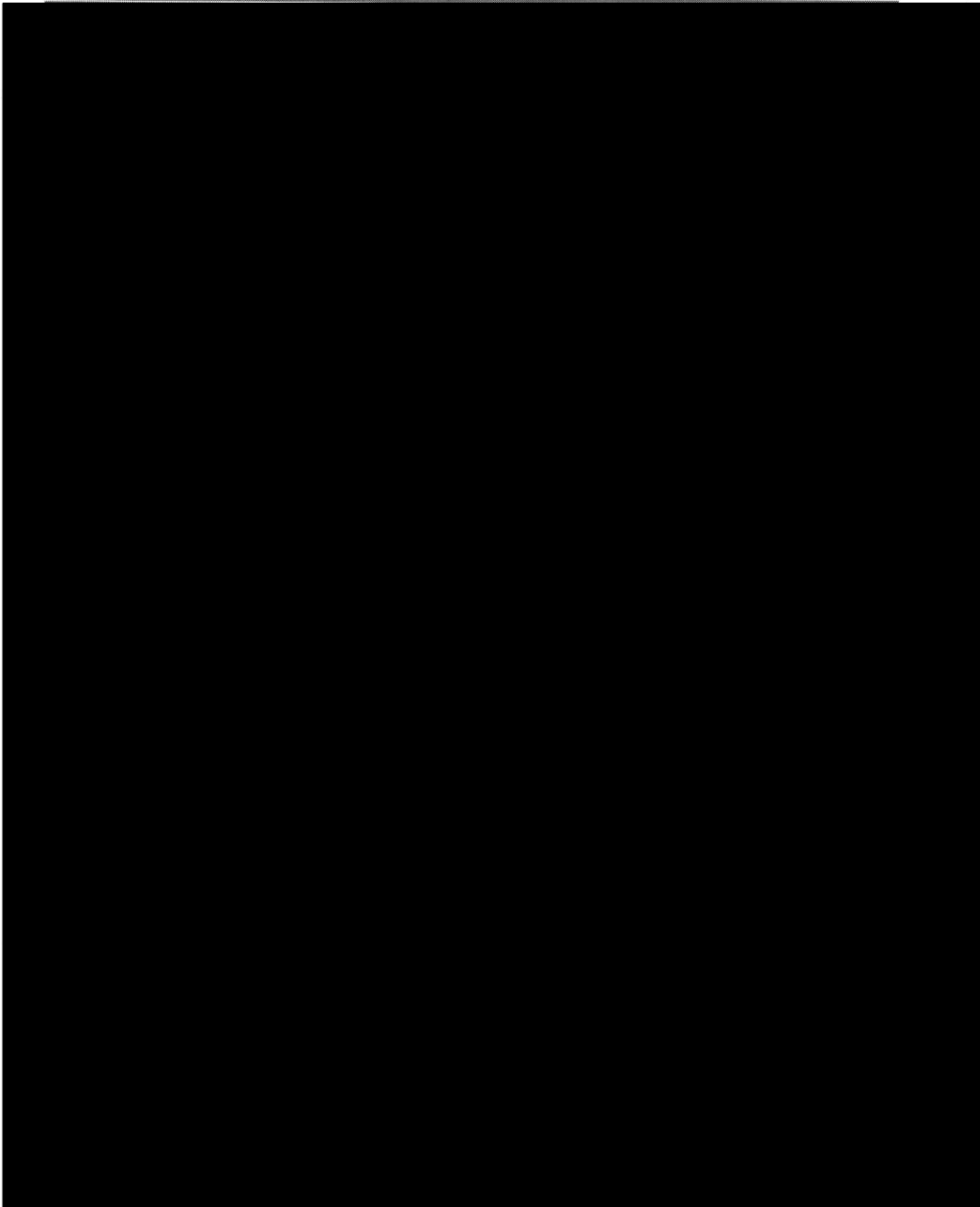
Name: John Paoletti

Classification: Construction Inspector

Name: _____

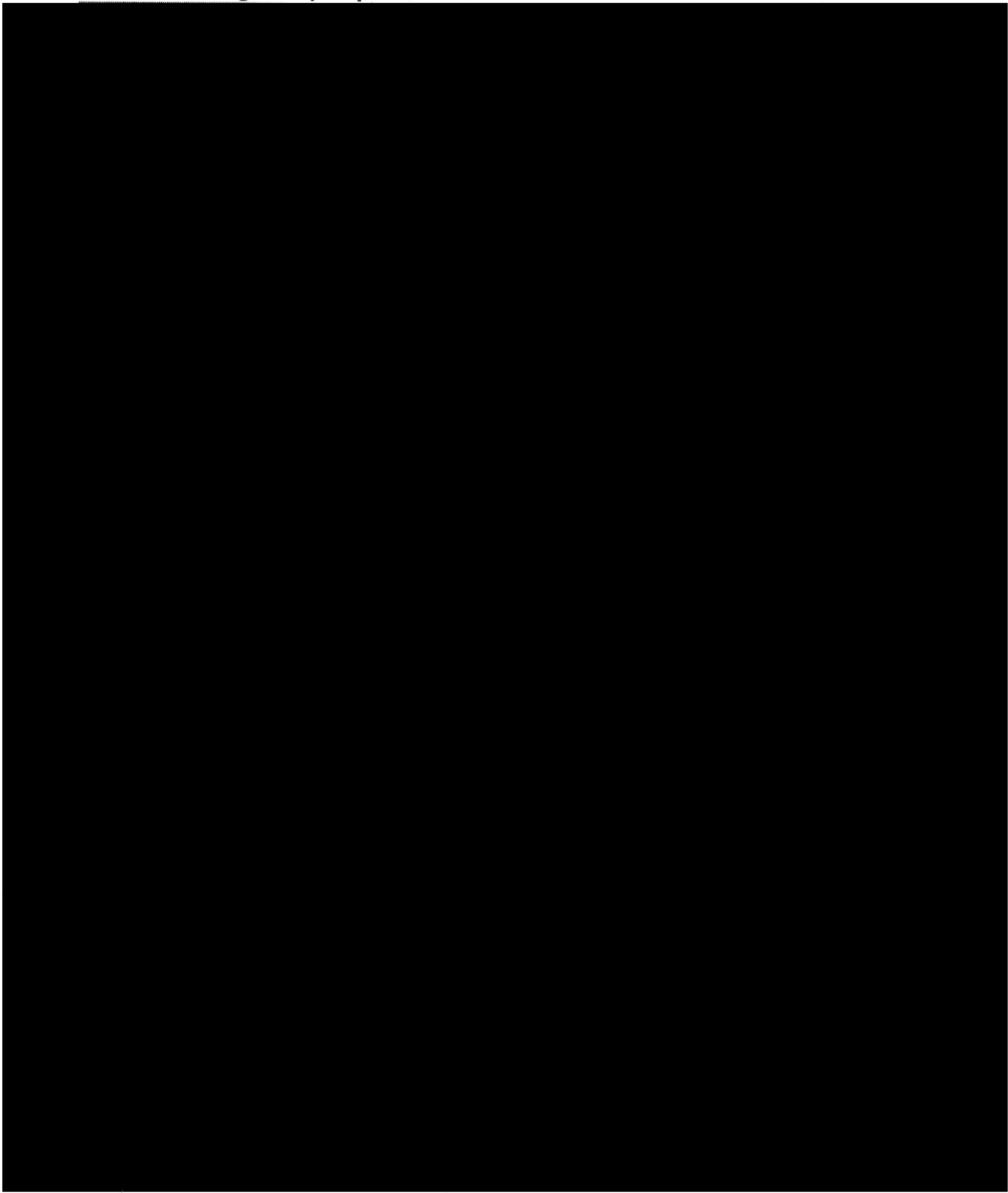
Classification: _____

PETER JEDRZEJEK
CONSTRUCTION INSPECTOR



PETER JEDRZEJEK
CONSTRUCTION INSPECTOR





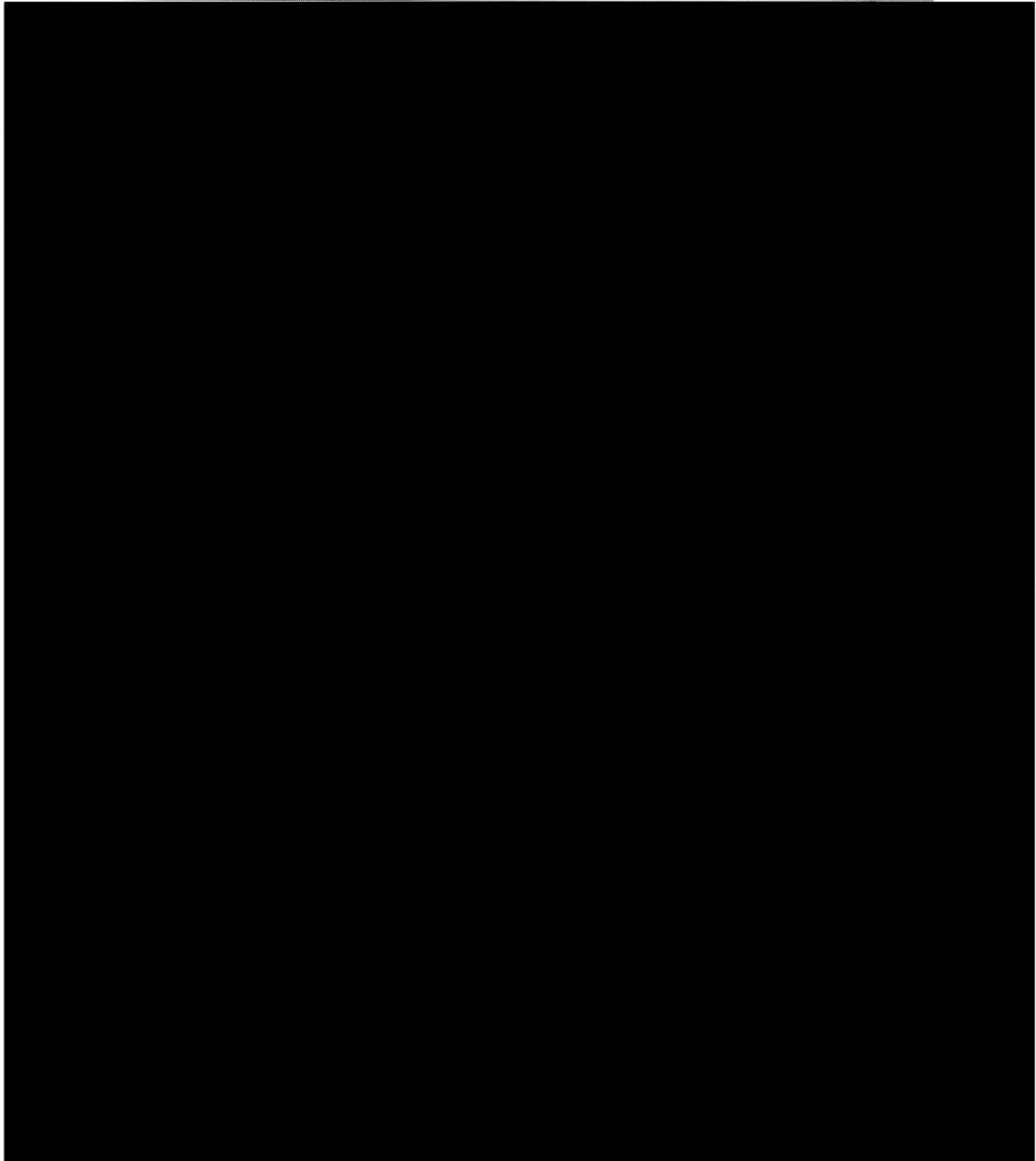


EXHIBIT F

Contract No. RR-17-4314

APEX Consulting Engineers, LLC

SCOPE OF SERVICES

This project is to perform Phase III engineering services required for the proposed roadway and bridge preservation and rehabilitation on the Tri-State Tollway (I-294), Pavement and Structural Preservation and Rehabilitation, M.P. 40 (Balmoral Avenue) to M.P. 52.9 (Lake-Cook Road) in Cook County, Illinois.

EXHIBIT G

Contract No. RR-17-4314

APEX Consulting Engineers, 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
D-5-106	Deisgn for Streets for Cycling V-1	\$288,103.04	\$80,991.97	12/31/2020
B-1-642	Construction Inspection at Milwaukee Avenue (Subconsultant to Stanley)	\$127,500.00	\$127,500.00	Pending
E-4-703	Construction Inspection at Lake Shore Drive over LaSalle Dr. - Bridge Rehab.	\$33,395.00	\$33,395.00	Pending
B-3-527	Construction Inspection for Landscape Median	\$223,377.67	\$223,377.67	Pending
E-3-621	Construction Inspection for Category 8 Bridge and Viaduct Painting Contract 7&8	\$265,000.00	\$265,000.00	Pending
E-3-622				
C-91-175-17	Construction Inspection at US 6 SW Hwy E. of Cedar Rd. to Will-Cook Rd.	\$155,000.00	\$155,000.00	Pending
D-4-119	Construction Inspection for Streets for Cycling Phase IV - Project 1A	\$36,000.00	\$36,000.00	Pending
W-9-210	Construction Inspection for Chicago Safe Routes to School	\$123,366.74	\$123,366.74	Pending

Contract No.: RR-17-4314

Consultant: APEX Consulting Engineers, LLC

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: center;">-</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 Fees Non-DBE/MBE/WBE Subconsultants: \$ -