

RESOLUTION NO. 21598

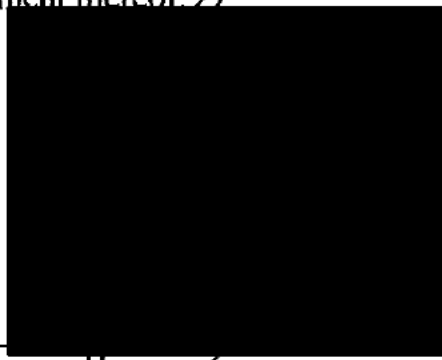
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services Upon Request, Systemwide on Contract No. RR-18-4377. The Roderick Group, Inc. (dba Ardmore Roderick) has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$6,500,000.00. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with The Roderick Group, Inc. (dba Ardmore Roderick), to obtain Construction Management Services, for Contract No. RR-18-4377 with an upper limit of compensation not to exceed \$6,500,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

CONSTRUCTION UPON REQUEST
CONSTRUCTION MANAGER AGREEMENT

The Board of Directors, on the 28th day of June, 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 THE RODERICK GROUP, INC., DBA ARDMORE RODERICK, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "CONSTRUCTION MANAGER".

W I T N E S S E T H:

WHEREAS, the CONSTRUCTION MANAGER has submitted a proposal dated June 18, 2018, to provide construction management services for Contract No. RR-18-4377 for **Systemwide, Maintenance Facilities, Construction Management Upon Request. On-call and As-needed**; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-2, Item 7**, 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-18-4377 for Systemwide, Maintenance Facilities, Construction Management Upon Request. On-call and As-needed** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the CONSTRUCTION MANAGER of June 18, 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 following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT RR-18-4377 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

THE RODERICK GROUP, INC.
DBA ARDMORE RODERICK

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

President-Signature Date
Executive V.P.

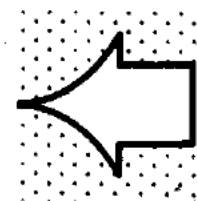
Francis J Powers
Printed Name as Signed Above

APPROVED:

7/17/18
Chief Financial Officer - Signature Date
Michael Coisch

APPROVED:

7/17/18
Acting General Counsel - Signature Date
Elizabeth Oplawski



Approved as to Form and Constitutionality

7-16-2018
Attorney General, State of Illinois - Robert Lane - Signature Date

7/25/18

1.5.7 Item 7. RR-18-4377, Systemwide, Maintenance Facilities, Construction Management Services Upon Request

This project has a 28% D/M/WBE participation goal and 3% VOS/SDVOSBE participation goal.

Phase III engineering services are required for the construction inspection, and supervision at selected locations on the Tollway system. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical tasks will include projects that are required for the Tollway system, and may include, but not be limited to:

Work tentatively scheduled for construction in 2018-2019:

1. Maintenance Facility.
2. Miscellaneous improvements at plazas and maintenance sites.
3. On call and as-needed work related to the Tollway System.

The upper limit of compensation will be set at \$6,500,000 to be authorized for use as individual projects are needed. Individual task orders will be negotiated for a specific fee at the time they are issued during the contract.

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.

Firms must be prequalified by IDOT in the following category:

Special Services (Construction Inspection)

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

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

Schedule: This project is scheduled to start in 2018.

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

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

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

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

Contract: RR-18-4377

Prime: The Roderick Group, Inc.
dba Ardmore Roderick.
Key Personnel

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

Exhibit A – Proposed Staff

PSB 18-2

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			
Name:	Christopher Widlak, P.E.		
Firm:	The Roderick Group, Inc. dba Ardmore Roderick		
Category:	IL Licensed Professional Engineer		
License #:	062.062254		
Year Registered:	2009	State:	IL
Office Address:	1327 W. Washington Blvd. Suite 105		
City:	Chicago	State:	IL

✓ Resident Engineer			
Name:	Kevin Foster		
Firm:	Bradshaw Consultants		
Category:			
License #:			
Year Registered:		State:	
Office Address:	20194 Augusta Drive		
City:	Olympia Fields	State:	IL

✓ Materials Coordinator			
Name:	Ryan Traficanto		
Firm:	The Roderick Group, Inc. dba Ardmore Roderick		
Category:			
License #:			
Year Registered:		State:	
Office Address:	1327 W. Washington Blvd. Suite 105		
City:	Chicago	State:	IL

✓ Documentation Technician			
Name:	Kalyan Kancherla		
Firm:	STV Incorporated		
Category:	Documentation Certification Number- IDOT class S-14		
License #:	15-0474		
Year Registered:	2015	State:	IL
Office Address:	200 W. Monroe Street Suite 1650		
City:	Chicago	State:	IL

✓ Materials QA Technician			
Name:	Steven Tomich		
Firm:	Material Service Testing, Inc.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	2462 Delta Lane		
City:	Elk Grove Village	State:	IL

Exhibit A – Proposed Staff

PSB 18-2, continued

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

Exhibit A continued

Attach resumes for Key Project Personnel.

<u>Management</u>	<u>Professionals</u>	<u>Technical Staff</u>
Total <u>1</u>	Engineers <u>1</u>	Technicians <u>2</u>
	Land Surveyors _____	Draftsmen _____
	Architects _____	Survey Crew _____
	Others <u>1</u>	Clerical _____
	Total _____	Other _____
		Total _____
		Total Projected Staff <u>5</u>

Exhibit A – Proposed Staff

PSB# 18-2 Item# 7

Firm will complete project within estimated time listed in the project advertisement. Yes No

If Yes, provide completion date and/or number of months. Work will begin in 2018 and end as needed and requested by the Tollway.

If No, explain:

Exhibit A

Process Counter: 83	Subject	Prime Consultant or Teaming Firm Name	Sub - Firm Legal Name	FEIN Number	% of Work to be Completed by Sub Consultant	Project Manager Name	Contact eMail	Role of Sub Consultant	Male or Female	DBE?	Ethnicity	Veteran Status	Mentor ProA@A?	PSB No.	DBE (Disadvantaged Business Enterprise) Program	Item #	Multiple Owners	P4G	P4G Partner
	SOL RODRCK_PSB18-2- TheRoderickGroupDBAAAdmora RoderickItem7_04242018	The Roderick Group, Inc. dba Admore Roderick	Knight E/A, Inc.		4.00	Eugene Joynt	ejoynt@knightea.com	Inspection & Office Support	Male	N/A	Caucasian	N/A		18-2	N/A	Item 7: Systemwide Maintenance Facilities, Construction Management Services Upon Request	No	No	N/A
	SOL RODRCK_PSB18-2- TheRoderickGroupDBAAAdmora RoderickItem7_04242018	The Roderick Group, Inc. dba Admore Roderick	Material Service Testing, Inc.		5.00	Michael Hayes	mhayes@msll.com	Materials Laboratory & QA	Male	DBE	African American	N/A		18-2	IL UCP - METRA	Item 7: Systemwide Maintenance Facilities, Construction Management Services Upon Request	No	No	N/A
	SOL RODRCK_PSB18-2- TheRoderickGroupDBAAAdmora RoderickItem7_04242018	The Roderick Group, Inc. dba Admore Roderick	Swman, Barrett & Associates, Inc.		5.00	Einar G. Hesselthaler	ehesselthaler@bhandairc.com	Inspection	N/A - ESOP	N/A	Multiple Ownership	N/A		18-2	N/A	Item 7: Systemwide Maintenance Facilities, Construction Management Services Upon Request	Yes	No	N/A
	SOL RODRCK_PSB18-2- TheRoderickGroupDBAAAdmora RoderickItem7_04242018	The Roderick Group, Inc. dba Admore Roderick	DB Sterlin Consultants, Inc.		5.00	Anthony Wiedmann, P.E.	awiedmann@dbsterlin.com	Inspection	Female	MBE	African American	N/A		18-2	IL UCP - City of Chicago	Item 7: Systemwide Maintenance Facilities, Construction Management Services Upon Request	Yes	No	N/A
	SOL RODRCK_PSB18-2- TheRoderickGroupDBAAAdmora RoderickItem7_04242018	The Roderick Group, Inc. dba Admore Roderick	ESI Consultants, Ltd.		7.00	Kevin Hayes	khayes@eslltd.com	Inspection	Male	N/A	Caucasian	N/A		18-2	N/A	Item 7: Systemwide Maintenance Facilities, Construction Management Services Upon Request	No	No	N/A
	SOL RODRCK_PSB18-2- TheRoderickGroupDBAAAdmora RoderickItem7_04242018	The Roderick Group, Inc. dba Admore Roderick	Griggs Mitchell & Arma of L, LLC		8.00	John Adams	jadams@griggsandmitchell.com	Inspection	Male	DBE	African American	VOSB		18-2	IL UCP - City of Chicago	Item 7: Systemwide Maintenance Facilities, Construction Management Services Upon Request	No	No	N/A
	SOL RODRCK_PSB18-2- TheRoderickGroupDBAAAdmora RoderickItem7_04242018	The Roderick Group, Inc. dba Admore Roderick	STV Incorporated		10.00	Jan Turner	jan.turner@stvinc.com	Inspection	N/A - ESOP	N/A	Multiple Ownership	N/A		18-2	N/A	Item 7: Systemwide Maintenance Facilities, Construction Management Services Upon Request	Yes	No	N/A
	SOL RODRCK_PSB18-2- TheRoderickGroupDBAAAdmora RoderickItem7_04242018	The Roderick Group, Inc. dba Admore Roderick	Bradshaw Consultants, Inc.		15.00	John E. Bradshaw	john@bradshawconsultants.com	Inspection	Male	DBE	African American	N/A		18-2	IL UCP - City of Chicago	Item 7: Systemwide Maintenance Facilities, Construction Management Services Upon Request	No	Yes	The Roderick Group, Inc. dba Admore Roderick

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: Systemwide, Maintenance Facilities, Construction Management Services Upon Request Project/Solicitation Number: RR-18-4377

Name of Prime Vendor: The Roderick Group, Inc. dba Ardmore Roderick VOSB Compliance Contact: Rashod Johnson, P.E.

Address: 1327 W. Washington Blvd, Suite 105

City: Chicago State: Illinois Zip Code: 60607

Telephone: 312.795.1400 Fax: 773.289.0567 Email: rashod@ardmoreroderick.com

Name of Certified VOSB Vendor: Griggs, Mitchell & Alma of IL, LLC.

Address: 3520 S. Morgan Suite 222-224 VOSB Compliance Contact: John Adams

City: Chicago State: Illinois Zip Code: 60609

Telephone: 312.690.4205 Fax: _____ Email: jadams@griggsandmitchell.com

Type of agreement: Services

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

Proposed 8.00 % of Contract to be performed by the VOSB Vendor.

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

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

Construction Inspection

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

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

Signature

Print Name: Rashod Johnson, P.E. The Roderick Group, Inc

Title: President & CEO

Date: 4.23.2018

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

Signature

Print Name: Cornelius Griggs

Title: President

Date: 4.23.2018

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

Business Name Griggs Mitchell & Alma of IL, LLC, DBA GMA Construction Group
Owner Mr. Cornelius D. Griggs
Address 3520 S. Morgan St.
 > [Map This Address](#) CHICAGO, IL 60609
Phone 773-875-4938
Fax 773-875-4939
Email edie828griggs@gmail.com
Website <http://www.griggsandmitchell.com>
Ethnicity African American
Gender Male
County Cook (IL)

Certification Information

Certifying Agency State of Illinois Central Management Services
Certification Type VOSB - Veteran Owned Small Business
Renewal Date 5/2/2019
Expiration Date 5/2/2021
Certified Business Description General Construction / Demolition Services / Flooring Maintenance and Repair to Include Refinishing and Sealing/ Painting

Commodity Codes

Code	Description
NIGP 91025	Flooring Maintenance and Repair to Include Refinishing and Sealing
NIGP 91240	Demolition Services
NIGP 91463	Painting: Inactive, please see commodity code 91461 effective 5/17
NIGP 96842	General Construction

Additional Information

Region Metro Chicago

Unified Certification Program - Search

Contractor Details

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

[Print](#)

RR-18-4377

**The Roderick Group,
Inc.**

Rashod Johnson
1327 West Washington
Blvd
Chicago, IL 60607-0000

County: Cook

Email: rashod@ardmoreroderick.com

Phone: 312-624-8198

Fax: 773-289-0567

Categories: Professional

NAICS	Speciality
236220-Construction management, commercial and institutional building	236220 Construction management, commercial and institutional building
237130-Construction management, power and communication transmission line	237130 Construction management, power and communication transmission line
237310-Construction management, highway, road, street and bridge	237310 Construction management, highway, road, street and bridge
237990-Construction management, mass transit	237990 Construction management, mass transit
541330-Civil engineering services	541330 Civil engineering services
541330-Engineering design services	541330 Engineering design services
541330-Engineering services	541330 Engineering services
541370-Surveying and mapping services (except geophysical)	541370 Surveying and mapping services (except geophysical)
541611-Administrative Management and General Management Consulting Services	541611 Administrative Management and General Management Consulting Services

RR-18-4377

Unified Certification Program - Search

Contractor Details

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

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RR-18-4377

Bradshaw Consultants, Inc.

John Bradshaw
20194 Augusta Drive
Olympia Fields, IL
60461-0000

County: Cook

Email: john@bradshawconsultants.com

Phone: 312-493-0050

Fax: 773-409-5795

Categories: Construction

NAICS

236210-Construction management, industrial building (except warehouses)
236220-Construction management, commercial and institutional building
237110-Construction management, water and sewer line
237120-Construction management, oil and gas pipeline
237310-Construction management, highway, road, street and bridge
237990-Construction management, mass transit
541330-Engineering consulting services
541611-General management consulting services

Speciality

NAICS 236210 Construction management, industrial building (except warehouses) NAICS 236220 Construction management, commercial and institutional building NAICS 237110 Construction management, water and sewer line NAICS 237120 Construction management, oil and gas pipeline NAICS 237310 Construction management, highway, road, street and bridge NAICS 237990 Construction management, mass transit NAICS 541330 Engineering consulting services NAICS 541611 General management consulting service

Vendor Information

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RR-18-4377

Vendor Information

Business Name D B Sterlin Consultants, Inc.
Owner Regine Jeune
Address 123 N. Wacker Dr., Ste. 2000
 > [Map This Address](#) Chicago, IL 60606
Phone 312-857-1006
Fax 312-857-1056
Email rieune@dbsterlin.com
Website <http://www.dbsterlin.com>

Certification Information

Certifying Agency City of Chicago
Certification Type MBE - Minority Business Enterprise
Certification Date 2/28/2017
Renewal Date 5/15/2018
Certified Business Description NAICS 541330 Engineering services
 NAICS 541370 Surveying and mapping services (except geophysical)
 NAICS 541611 Administrative Management and General Management Consulting Services
 NAICS 541620 Environmental Consulting Services
 NAICS 237310 Construction management, highway, road, street and bridge
 NAICS 237990 Construction management, dam
 NAICS 237990 Construction management, marine structure
 NAICS 237990 Construction management, mass transit
 NAICS 237990 Construction management, outdoor recreation facility
 NAICS 237990 Construction management, tunnel

Commodity Codes

Code	Description
NAICS 237310	Construction management, highway, road, street and bridge
NAICS 237990	Construction management, dam
NAICS 237990	Construction management, marine structure
NAICS 237990	Construction management, mass transit
NAICS 237990	Construction management, outdoor recreation facility
NAICS 237990	Construction management, tunnel
NAICS 541330	Engineering services
NAICS 541370	Surveying and Mapping (except Geophysical) Services
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541620	Environmental consulting services

Additional Information

Service-Disabled Veteran Business No

Unified Certification Program - Search

Contractor Details

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

[Print](#)

RR-18-4377

Environmental **Email:** lsawyer@envdesigni.com

Design International **Phone:** 312-345-1400

inc. **Fax:** 312-345-0529

Leslie J Sawyer
33 W. Monroe St., Ste.
1825
Chicago, IL 60603-0000

County: Cook

Categories: Construction, Professional

NAICS

541330-Engineering services
541370-Surveying and mapping services (except geophysical)
541620-Environmental consulting services

Speciality

541330-Engineering Services
541370-Surveying and Mapping Services
541620-Environmental Consulting Services

Unified Certification Program - Search

Contractor Details

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

[Print](#)

RR-18-4377

**Griggs Mitchell &
Alma of IL, LLC**

Cornelius D. Griggs
3520 S. Morgan St.
CHICAGO, IL 60609-
0000

Email: edie828@gmail.com

Phone: 773-875-4938

Fax: 773-875-4939

County: Cook

Categories: Construction

NAICS

236118-Residential
Remodelers
236220-Commercial and
Institutional Building
Construction
238320-Painting and Wall
Covering Contractors
238330-Flooring Contractors
238350-Finish Carpentry
Contractors
238910-Site Preparation
Contractors

Speciality

NAICS 236118 Residential
Remodelers (More) NAICS
236220 Commercial and
Institutional Building
Construction NAICS 238320
Painting and Wall Covering
Contractors NAICS 238330
Flooring Contractors NAICS
238350 Finish Carpentry
Contractors (More) NAICS
238910 Site Preparation
Contractors (More)

Unified Certification Program - Search

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

RR-18-4377

Material Service**Email:** rjohnson@mstli.com**Testing, Inc.****Phone:** 312-846-6246

Rashod Johnson

Fax: 312-787-0321

1327 W. Washington

Blvd., Ste.105

Chicago, IL 60607-0000

County: Cook**Categories:** Architecture\Engineering, Professional**NAICS****Speciality**541330-Engineering
services541330 - Geo-Technical,
Construction Inspection,

541380-Testing Laboratories

Quality Control and
Assurance541380 - Construction
Material Field and
Laboratory Testing

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM
FOR
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)
PSB: 18-2 ITEM: 7

MEMORANDUM OF UNDERSTANDING
BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
<small>The Rodenck Group Inc. dba Andross Radenck</small>	1327 W. Washington Blvd. Suite 105. Chicago, Illinois 60607		Bradshaw Consultants	20194 Augusta Drive Olympia Fields, Illinois 60461

Note: The Partnering for Growth Program was formerly known as the Partnership-Mentor/Protégé Program.

Note: The DBE goal is separate and distinct from the VOSB goal. A single firm may not be utilized to achieve credit toward both DBE and VOSB goals on a single project. Therefore, the protégé participation must match the goal for which the protégé is being utilized.

I. PROGRAM PURPOSE

The Mentor and the Protégé commit to entering into a Partnering for Growth Agreement in accordance with the current guidelines of the Tollway's Partnering for Growth (formerly known as Partnership Mentor/Protégé) Program for DBEs. The purpose of the Program is to facilitate the Tollway's professional services consultants with:

- A. Meeting Disadvantaged Business Enterprise/Minority Business Enterprise/Women Business Enterprise (DBE) participation goals.
- B. Establishing new partnerships with DBE firms that have no prior experience providing professional services to the Tollway.
- C. Continuing technical and nontechnical support for DBE firms that have limited experience providing professional services to the Tollway, and
- D. Assisting DBE firms with building their capacity and becoming and/or remaining self-sufficient, competitive, and profitable business enterprises.

A DBE means a business certified by the Illinois Unified Certification Program as a DBE, or certified by the City of Chicago or Cook County as an M/WBE, or certified by the U.S. Small Business Administration (SBA) as an 8(a) business.

Professional Services shall be defined as Architecture, Landscape Architecture, Professional Engineering and Professional Land Surveying.

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 15 %

Scope:

Construction Inspection

- Work not applicable to prequalification category(ies) ___ %

Scope:

Note: Protégé must participate in either one or both of these areas

2. In area(s) not being mentored:

- Work the Protégé will self-perform _____%

Note: Protégé participation in this area is optional

3. Total participation by the Protégé (Sum of 1. and 2.) 15%

B. Briefly describe an assessment of the Protégé's needs (*one-half page maximum*).

Bradshaw Consultants has yet to perform work for the Illinois State Toll Highway Authority, as a subconsultant or prime. They are seeking assistance and mentorship in construction inspection and various related duties.

C. Briefly describe specific assistance the Mentor will provide to support the Protégé's needs (*one-half page maximum*).

It is Ardmore Roderick's mission to provide Bradshaw Consultants with thorough construction inspection mentorship. This will include monitoring project sites to ensure compliance, perform inspections, maintain daily logs, and provide written documentation of the project.

III. MENTOR EXPERIENCE WITH THE PROGRAM

A. Has the Prime consultant served as a Mentor on a Tollway project completed within the last five years? If yes, list Contract #(s):

YES NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

B. Is the Prime consultant currently serving as a Mentor on a Tollway project? If yes, list Contract #(s):

YES NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

C. Has the Prime consultant mentored the Protégé on another Tollway project within the last five years? If yes, list Contract #(s):

YES NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

A. Has the DBE firm ever been contracted by the Tollway as a Prime consultant? If yes, list date, Contract #, and description of scope for each project(s):

YES NO

<u>Date</u>	<u>Contract #</u>	<u>Description of Scope</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Has the DBE firm participated in a Mentor/Protégé relationship on a Tollway project completed within the last five years? If yes, list the following for each project(s).

YES

NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

C. Is the DBE firm currently participating in a Mentor/Protégé relationship on a Tollway project? If yes, list the following for each project(s).

YES

NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

D. Has the DBE firm participated in a Mentor/Protégé relationship on an Illinois Department of Transportation project completed within the last five years? If yes, list the following for each project(s).

YES

NO

<u>PTB No/Item</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

E. If the Protégé has been mentored in the same Area of Assistance proposed on this project for a Tollway and/or IDOT project a combined total of more than three times, provide explanation supporting need for additional mentoring.

V. STATEMENT OF COMMITMENT


The purpose of this statement is to confirm a commitment between the Mentor and Protégé, that upon notice of selection from the Illinois Tollway for this PSB Item, a formal Partnering for Growth Agreement for DBEs will be prepared in accordance with the current guidelines of the Tollway's Partnering for Growth Program.

Should the proposer, after contract negotiation, wish to modify the 'Plan to Achieve Diversity Goal', the awarded consultant is requested to submit to the General Manager of Diversity a detailed explanation of the work category changes that were not known at the time of the SOI submittal.


SIGNATURE (Mentor Representative)

4/23/2018

(Date)


4/23/2018

(Date)

RR-18-4377

OFFICE OF THE ILLINOIS SECRETARY OF STATE

JESSE WHITE
SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

File Number	64248162		
Entity Name	THE RODERICK GROUP, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	06/21/2005	State	ILLINOIS
Agent Name	CHRISTOPHER A WEINUM	Agent Change Date	07/21/2014
Agent Street Address	705 E 162ND ST STE 201	President Name & Address	RASHOD R JOHNSON 600 N KINGSBURY ST CHICAGO
Agent City	SOUTH HOLLAND	Secretary Name & Address	VACANT
Agent Zip	60473	Duration Date	PERPETUAL
Annual Report Filing Date	06/13/2018	For Year	2018
Assumed Name	ACTIVE - ARDMORE RODERICK		
Old Corp Name	12/09/2008 - THE RODERICK GROUP, INC. 12/13/2016 - THE RODERICK GROUP INC, P.C.		

[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](#)

Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, June 20, 2018 9:17 AM
To: Gomez, Graciela
Subject: RE: The Roderick Group dba Ardmore Roderick - Contract No RR-18-4377 - FEIN
[REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:43 06/20/18

ACTION: S

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

DISCLAIMER:
AS OF 06/20/18 AT 08:43 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, June 20, 2018 8:51 AM
To: Gomez, Graciela
Subject: Bowman, Barrett & Associates, Inc. - Contract No RR-18-4377 - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:49 06/20/18

ACTION: S

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

DISCLAIMER:
AS OF 06/20/18 AT 08:49 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, June 20, 2018 8:43 AM
To: Gomez, Graciela
Subject: Bradshaw Consultants, Inc. Contract No RR-18-4377 - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:42 06/20/18

ACTION: S

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

DISCLAIMER:
AS OF 06/20/18 AT 08:42 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, June 20, 2018 8:51 AM
To: Gomez, Graciela
Subject: DB Sterlin Consultants, Inc. - Contract No RR-18-4377 - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:50 06/20/18

ACTION: S

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

DISCLAIMER:

AS OF 06/20/18 AT 08:50 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, June 20, 2018 11:35 AM
To: Gomez, Graciela
Subject: Environmental Design International, Inc. - Contract No RR-18-4377 - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:33 06/20/18

ACTION: S

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

DISCLAIMER:

AS OF 06/20/18 AT 11:34 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, June 20, 2018 8:45 AM
To: Gomez, Graciela
Subject: ESI Consultants, Ltd. - Contract No. RR-18-4377 - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:44 06/20/18

ACTION: S

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

DISCLAIMER:
AS OF 06/20/18 AT 08:44 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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Gomez, Graciela

From: Gomez, Graciela
Sent : Wednesday, June 20, 2018 8:46 AM
To: Gomez, Graciela
Subject: Griggs Mitchell & Alma of IL, LLC - Contract No RR-18-4377 - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:45 06/20/18

ACTION: S

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

DISCLAIMER:
AS OF 06/20/18 AT 08:45 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, June 20, 2018 8:49 AM
To: Gomez, Graciela
Subject: Knight, E/A, Inc. - Contract No RR-18-4377 - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:48 06/20/18

ACTION: S

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

DISCLAIMER:

AS OF 06/20/18 AT 08:48 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, June 20, 2018 8:48 AM
To: Gomez, Graciela
Subject: Material Service Testing, Inc. - Contract No RR-18-4377 - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:46 06/20/18

ACTION: S

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

DISCLAIMER:

AS OF 06/20/18 AT 08:46 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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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, June 20, 2018 8:49 AM
To: Gomez, Graciela
Subject: STV Inc. - Contract No RR-18-4377 - FEIN [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:47 06/20/18

ACTION: S

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

DISCLAIMER:
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CONSTRUCTION UPON REQUEST
CONSTRUCTION MANAGER AGREEMENT

The Board of Directors, on the 28th day of **June, 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 **THE RODERICK GROUP, INC., DBA ARDMORE RODERICK**, 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 **June 18, 2018**, to provide construction management services for Contract No. **RR-18-4377 for Systemwide, Maintenance Facilities, Construction Management Upon Request. On-call and As-needed**; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-2, Item 7**, 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-18-4377 for Systemwide, Maintenance Facilities, Construction Management Upon Request. On-call and As-needed** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the CONSTRUCTION MANAGER of **June 18, 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 following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

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

FJP
6/25/18

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 June 29, 2018** and ending **December 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 each of these amounts are shown in Exhibit "1"), with an upper limit of compensation of **Six Million, Five Hundred Thousand Dollars and No Cents (\$6,500,000.00)**. 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 XIX.

ARTICLE IV

Scope of the Service – "Upon Request" Contracts

The CONSTRUCTION MANAGER understands that this is an "assignment(s) upon request" contract wherein the CONSTRUCTION MANAGER will be assigned various tasks over the duration of this Contract. Thus, the extent of services will not be determined until such time that a task has been assigned by the TOLLWAY. Upon assignment of a Task, the CONSTRUCTION MANAGER shall meet with



6/25/18

representatives of the TOLLWAY; prepare a scope of services to complete the task; and submit a Proposal for the services to be performed. The CONSTRUCTION MANAGER shall perform the task for not more than the total proposed task fee as authorized by the TOLLWAY. In no event will the CONSTRUCTION MANAGER be entitled to additional compensation due to its errors in estimating the time, costs or expertise required to complete the task assignments. Only upon a change in the scope of task services, as documented in writing by the CONSTRUCTION MANAGER and subsequently approved in writing by the TOLLWAY, will any additional fees be approved. The total compensation for the entirety of all task assignments shall not be in excess of **Six Million, Five Hundred Thousand Dollars and No Cents (\$6,500,000.00)** being the amount set as the Upper Limit of Compensation for this Contract.

ARTICLE V

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. ***The Roderick Group, Inc., dba Ardmore Roderick*** 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 VI

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 VII

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 Statue.

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 VIII

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 IX

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 X

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 XI

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 XII

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 XIII

Termination

A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the 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.

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ARTICLE XIV

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 XV

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 **The Roderick Group, Inc., dba Ardmore Roderick, 1327 W. Washington Boulevard, Suite 105, Chicago, Illinois 60607**, 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 XVI

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

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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 XVII

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 XVIII

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 XIX

Inspector General

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

ARTICLE XX

Engineer Selection Process

The TOLLWAY and the 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 XXI

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 XXII

EXPATRIATED ENTITIES

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT RR-18-4377 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY


THE RODERICK GROUP, INC.
DBA ARDMORE RODERICK

By  7/23/18
Chair/Executive Director - Signature Date
Robert Schillerstrom/Elizabeth Gorman

 7/25/18
President - Signature Date
Executive V.P.

Francis J Powers
Printed Name as Signed Above

APPROVED:
 7/17/18
Chief Financial Officer - Signature Date
Michael Colsch

APPROVED:
 7/17/18
Acting General Counsel - Signature Date
Elizabeth Oplawski

Approved as to Form and Constitutionality

 7-16-18
Attorney General, State of Illinois - Robert Lane - Signature Date

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7/25/18

CONSTRUCTION MANAGER PROPOSAL

FOR CONTRACT NUMBER RR-18-4377

This proposal, dated June 18, 2018, is submitted by The Roderick Group, Inc. dba Ardmore Roderick of Chicago, IL for Construction Manager's Service.

DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract RR-18-4377 for which we propose to provide Construction Manager Services is Systemwide, Maintenance Facilities, Construction Management Services Upon Request, in various County (Counties), Illinois.

SCOPE OF CONSTRUCTION MANAGER SERVICES

Construction Manager Services following selection from PSB 18-2 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:

ACTUAL 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:

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.”

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

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

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

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

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

Reimbursement for the use of automotive vehicles furnished by the CONSTRUCTION MANAGER will be in accordance with the State of Illinois Government Rate in effect on

the date of this proposal (see Exhibit D).

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the CONSTRUCTION MANAGER, for all costs, shall be \$ 6,500,000.00 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all 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 it receives written authorization from the Chief Engineering Officer or his designee.

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

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

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

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

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

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

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

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

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

THIS PROPOSAL FOR CONSTRUCTION MANAGER SERVICES FOR

CONTRACT RR-18-4377

SUBMITTED BY:

FIRM NAME: The Roderick Group, Inc. dba Ardmore Roderick

ADDRESS: 1327 W. Washington Boulevard, Suite 105

CITY, STATE &
ZIP CODE: Chicago, IL 60607

TELEPHONE: 312-795-1400

FACSIMILE: 773-289-8567

SIGNED BY:



PRINTED NAME: Rashod R. Johnson

TITLE: President & CEO

EXHIBIT G

CONTRACT RR-18-4377

(The Roderick Group, Inc. dba Ardmore Roderick)

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-14-5703	Systemwide DUR - Phase II Sub to Singh	\$75,000.00	\$70,000.00	6/30/2023
I-15-4656	EOWA - Phase II Sub to Benesch	\$490,000.00	\$407,880.00	5/31/2019
RR-15-9975	RR ISTHA GEC - Sub to WSP	\$7,846,700.00	\$6,416,260.00	12/31/2021
I-16-4266	IL-53 EIS - Phase I Sub to CH2M	\$625,000.00	\$624,000.00	6/30/2020
RR-14-4202	Maint Facilities - Phase III Prime	\$1,782,500.00	\$555,700.00	12/31/2018
RR-16-4252	Maint Facilities - Phase III Sub to ESI	\$600,000.00	\$273,330.00	12/31/2018
I-17-4301	Central Tri-State - Phase II sub to Benesch	\$1,248,000.00	\$1,143,198.00	12/31/2022
RR-13-4154	Systemwide Utility Locate - Sub to HBK	\$1,400,000.00	\$263,272.85	8/31/2019
I-17-4093	ISTHA PMO - Sub to HNTB	\$18,069,000.00	\$17,221,454.00	12/31/2027
PTB 183-001	IDOT Wood Street Phase III Prime	\$5,380,144.00	\$5,380,144.00	12/31/2020
PTB 183-008	IDOT I-55/Weber Road Interchange Phase III sub to Benesch	\$588,355.00	\$588,355.00	12/31/2019
E1-517	CDOT S. Water Street Phase II sub to Lochner	\$83,698.00	\$17,234.00	10/1/2018
E-5-454	CDOT Oakwood Boulevard Phase III sub to Wight	\$110,000.00	\$94,000.00	12/31/2018
52685	CDOT C*NECT PMO sub to CivilTech/Infrastructure	\$2,805,000.00	\$1,837,200.00	7/30/2027

Biggs, Susan

From: Morris, Ken <Ken.Morris@Illinois.gov>
Sent: Tuesday, June 19, 2018 11:45 AM
To: Biggs, Susan
Cc: Lanzo, Paul
Subject: RE: RR-18-4377 - The Roderick Group, Inc. dba Ardmore Roderick - Prime Disclosure Review - IPB 22042195

Approved.

Ken Morris, CPPB
Senior State Purchasing Officer
Ken.Morris@illinois.gov
(217) 836-0075

From: Biggs, Susan [<mailto:sbiggs@getipass.com>]
Sent: Tuesday, June 19, 2018 11:20 AM
To: Morris, Ken
Cc: Lanzo, Paul
Subject: [External] RR-18-4377 - The Roderick Group, Inc. dba Ardmore Roderick - Prime Disclosure Review - IPB 22042195

Good Morning, Ken.

I'm sending financial disclosures for the following Prime consultant for Tollway Contract RR-18-4377, IPB# 22042195, for your review and approval:

- The Roderick Group, Inc. dba Ardmore Roderick

This is a June Board agenda item. PSB 18-2 – IBP Notice 22042195

Please let me know if you require any additional information.

Thank you,

Sue Biggs
Engineering Contract Services
Illinois Tollway – PMO
2700 Ogden Avenue
Downers Grove, IL 60515
630-241-6800, x3924
sbiggs@getipass.com

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-18-4377

CONTRACTOR/CONSULTANT (NAME): The Roderick Group, Inc. dba Ardmore
Roderick

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/legislation/ilcs/ilcs.asp>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

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

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

or other matters involving the Vendor, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

25.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

None.

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

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

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

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

Agreed: The Roderick Group, Inc. dba Ardmore Roderick	Agreed:
By: Rashod Johnson, P.E.	By:
Signed:	Signed:
Position: President & CEO	Position:
Date: 4.23.2018	Date:



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

Date: 4.23.2018 **Project Number:** RR-18-4377

Project Name: Systemwide, Maintenance Facilities, Construction Management Services Upon Request

**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: The Roderick Group, Inc. dba Ardmore Roderick
Federal Employment Identification Number (FEIN): [REDACTED]

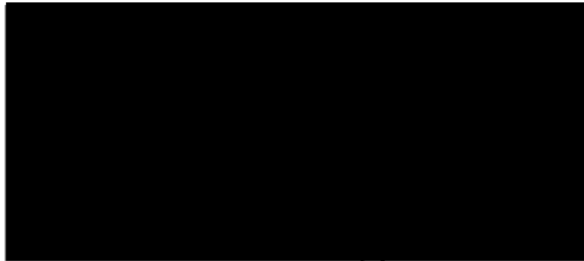
E-Mail: rashod@ardmore-roderick.com

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>
Bradshaw Consultants, Inc.	[REDACTED]	20194 Augusta Drive Olympia Fields, IL 60461	Inspection	15%
ESI Consultants, Ltd.	[REDACTED]	1979 N. Mill Street, Suite 100 Naperville, IL 60563	Inspection	7%
Griggs Mitchell & Alma of IL, LLC	[REDACTED]	3520 S. Morgan Suite 222-24 Chicago, IL 60609	Inspection	8%
Material Service Testing, Inc.	[REDACTED]	2462 Delta Lane Elk Grove Village, IL 60007	Materials Lab & QA	5%
STV Incorporated	[REDACTED]	200 W. Monroe Street Suite 1650 Chicago, IL 60606	Inspection	10%
Knight E/A, Inc.	[REDACTED]	221 N. LaSalle Drive #300 Chicago, IL 60601	Inspection & Office Support	4%
Bowman, Barrett & Associates, Inc.	[REDACTED]	130 E. Randolph Street #2650, Chicago, IL 60601	Documentation	5%
DB Sterlin Consultants, Inc.	[REDACTED]	123 N. Upper Wacker Drive #20 Chicago, IL 60606	Inspection	5%

Signature:



Date: 4.23.2018

Printed Name: Rashod Johnson, P.E., President & CEO

**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: The Roderick Group, Inc. dba Ardmore Roderick

Taxpayer Identification Number:

Social Security Number:

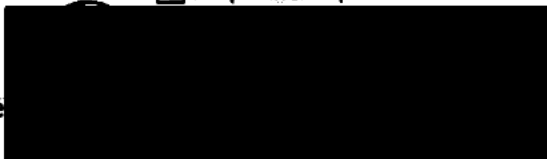
or

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



Signature of Authorized Representative

Date: April 23, 2018

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 16842

**The Roderick Group, Inc. dba Ardmore
Roderick**

1327 W WASHINGTON BLVD
Suite 105
Chicago IL 60607

Information for this business last updated on:

Wednesday, September 20, 2017

Certificate produced on Wednesday, September 20, 2017 at 12:20
PM



EXHIBIT "1"

Page 19 of 188

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

IPB Reference #: 22042195

Procurement/Contract #: RR-18-4377

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

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

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

1. Certification of Illinois Procurement Gateway Registration

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

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

IPG Registration #: 20067263 IPG Expiration Date: 06.23.2018

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). Yes No

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

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

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

Name	Address	Relationship to Disclosing Entity
NA	NA	NA

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

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

4. Disclosure of Current and Pending Contracts

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

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

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

*See attached form.

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

5. Signature

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: The Roderick Group, Inc. dba Ardmore Roderick Phone: 312.795.1400

Street Address: 1327 W. Washington Blvd. Suite 105

Email: rashod@ardmoreroderick.com

City, State, Zip: Chicago, Illinois 60607

Vendor Contact: Rashod Johnson, P.E.

Signature: _____

Date: 4.23.2018

Printed Name: Rashod Johnson, P.E.

Title: President & CEO



Ardmore Roderick

Disclosure of Current & Pending Contracts Attachment

Agency/University	Project Title	Status	Value	Contract Reference/Illinois Procurement Bulletin
Illinois State Toll Highway Authority	PMO	Subcontract	\$4,676,687.50	Contract I-11-4013 PSB 11-3, Item #1
Illinois State Toll Highway Authority	Design Upon Request Systemwide	Subcontract for Phase II services	\$ 75,000.00	Contract RR-14-5703 PSB 14-3, Item #5
Illinois State Toll Highway Authority	Elgin-O'Hare Western Access Tri-State to Franklin & Green Streets	Subcontract for Phase II services	\$489,999.79	Contract I-15-4656 PSB 15-2, Item #5
Illinois Department of Transportation	CREATE Program	Subcontract for Construction Oversight	\$600,000.00	Job No. P-30-004-16 PTB 179, Item #19
Illinois Toll Highway Authority	GEC	Subcontract for GEC services	\$7,846,742.95	Contract RR-15-9975RR PSB 17-1, Item #1
Illinois Toll Highway Authority	IL-53 EIS	Subcontract for Phase I studies	\$625,000.00	Contract I-16-4266 PSB 16-3, Item #2
Illinois Department of Transportation	Various/Various	Subcontract for Phase III services	\$ 200,858.00	Job No. C-91-127-16 PTB 178 Item #10
Illinois Department of Transportation	Wood St N. of Little Calumet River to S. of US 6 (159 th St)	Prime Contract for Phase III services	\$5,380,144.00	Job No. C-91-176-17 PTB 183 Item #1
Illinois Department of Transportation	Weber Road & I-55	Subcontract for Phase III services	\$588,355.90	Job No. C-91-174-17 PTB 183 Item 8
Illinois State Toll Highway Authority	Maintenance Facilities, Maintenance Site Reconstruction CM Services (Rockford)	Prime Contract for Phase III services	\$1,782,576.50	Contract RR-14-4202 PSB 14-2 Item #4
Illinois State Toll Highway Authority	Systemwide Maintenance Facilities Construction Management Services	Subcontract for Phase III services	\$600,000.00	Contract RR-16-4252 PSB 16-1 Item #4
Illinois State Toll Highway Authority	Tri-State Tollway, St. Charles Rd. (M.P. 32.3) to North Ave./Lake St. (M.P. 33.5), Phase II Design	Subcontract for Phase II services	\$1,248,000.00	Contract I-17-4301 PSB 17- Item #6
Illinois State Toll Highway Authority	Utility Locate & Identification Systemwide	Subcontract for Utility services	\$1,400,000.00	Contract RR-13-4154 PSB 13-4, Item #13
Illinois State Toll Highway Authority	PMO	Subcontract	\$18,069,000.00	Contract I-11-4013 PSB 17-4 Item #1

Illinois State Toll Highway Authority	Tri-State Tollway, Roadway & Bridge Rehab & Widening, Wolf Road & Balmoral Ave Construction Management Services	Subcontract for Phase III services	Contract Pending	PSB 18-1 Item 9
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Vendor Registration: View

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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The Roderick Group, Inc., DBA Ardmore Roderick

System Vendor Number: 20057263


Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	6/16/2017
STATUS	Accepted
REVIEWER	Andrew Shackelford
DATE REVIEWED	6/23/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	6/23/2018
FLAG FORM	Add Flag

Settings

SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED	Yes
REGISTERING AS A	Prime & Subcontractor

Entity Information

BUSINESS NAME	The Roderick Group, Inc. DBA Ardmore Roderick
CONTACT FOR THIS SUBMISSION	Danielle Mitchell (change contact)
PRIMARY CONTACT EMAIL	dmitchell@ardmoreroederick.com
PHONE	312-795-1400
FAX	773-289-0567
COMPANY EMAIL	rashod@ardmoreroederick.com
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	1327 West Washington Blvd Suite 105 Chicago, IL 60607 (edit address)

Vendor Registration: View Form

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

The Roderick Group, Inc., DBA Ardmore Roderick System Vendor Number: 20067263

[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	6/16/2017
STATUS	Accepted
BUSINESS NAME	The Roderick Group, Inc. DBA Ardmore Roderick
POINT OF CONTACT	<u>Danielle Mitchell</u>
FLAG FORM	<u>Add Flag</u>

A. Business Information	
1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor 30
2. NAME OF CEO/BUSINESS OWNER	Rashod R. Johnson 30
3. ANNUAL SALES/GROSS RECEIPTS	4492940 30
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	06/21/2005 30
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide. 30
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Danielle Mitchell 30
CONTACT PERSON TITLE	Office Manager
CONTACT PERSON PHONE	312-624-8198
CONTACT PERSON EMAIL	danielle@rodgrp.com

B. Additional Information	
1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Business Enterprise Program (BEP) / Veterans Business Program (VBP)Chief Procurement Office (CPO)State Agency 30

Vendor Registration: View Form

- General
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The Roderick Group, Inc., DBA Ardmore Roderick

System Vendor Number: 20057263

[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	6/16/2017
STATUS	Accepted
BUSINESS NAME	The Roderick Group, Inc. DBA Ardmore Roderick
POINT OF CONTACT	<u>Danielle Mitchell</u>
FLAG FORM	Add Flag

C. Small Business Set-Aside Program							
1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	Yes - My business is already registered in this program and I would like to re-qualify 10						
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Document</th> <th style="text-align: left; border-bottom: 1px solid black;">Status</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px 5px;">SBSP Re-Qualification Statement</td> <td style="padding: 2px 5px;">Attached by Danielle</td> </tr> <tr> <td style="padding: 2px 5px;"><u>SBSP Re-Qualification Statement</u> (PDF, 524.06 KB)</td> <td style="padding: 2px 5px;">Mitchell on 6/16/2017</td> </tr> </tbody> </table>	Document	Status	SBSP Re-Qualification Statement	Attached by Danielle	<u>SBSP Re-Qualification Statement</u> (PDF, 524.06 KB)	Mitchell on 6/16/2017
Document	Status						
SBSP Re-Qualification Statement	Attached by Danielle						
<u>SBSP Re-Qualification Statement</u> (PDF, 524.06 KB)	Mitchell on 6/16/2017						

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



Vendor Registration: View Form


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

The Roderick Group, Inc., DBA Ardmore Roderick System Vendor Number: 20067263

[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	6/16/2017
STATUS	Accepted
BUSINESS NAME	The Roderick Group, Inc. DBA Ardmore Roderick
POINT OF CONTACT	Danielle Mitchell
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	45 
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year.  130703-00

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

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

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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The Roderick Group, Inc., DBA Ardmore Roderick

System Vendor Number: 26067263

[Return to Main Form](#)

Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	6/16/2017
STATUS	Accepted
BUSINESS NAME	The Roderick Group, Inc. DBA Ardmore Roderick
POINT OF CONTACT	<u>Danielle Mitchell</u>
FLAG FORM	<u>Add Flag</u>

F. Certifications

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

Yes

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

N/A

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

N/A

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

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

N/A

G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

16842

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

Customer Support

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Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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The Roderick Group, Inc., DBA Ardmore Roderick

System Vendor Number: 20067283

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	6/16/2017
STATUS	Accepted
BUSINESS NAME	The Roderick Group, Inc. DBA Ardmore Roderick
POINT OF CONTACT	Danielle Mitchell
FLAG FORM	Add Flag

H. Iran Disclosure
<p>1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? 10</p> <p>No business operations to disclose.</p>

Additional Information
<p>STAFF ATTACHED FILE(S) Attach File</p> <p style="text-align: center;">Refresh List after attaching file(s).</p>

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
The Roderick Group, Inc., DBA Ardmore Roderick								System Vendor Number: 20067263	

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Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	6/16/2017
STATUS	Accepted
BUSINESS NAME	The Roderick Group, Inc. dba Ardmore Roderick
POINT OF CONTACT	Danielle Mitchell
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. Y

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

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

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST Y

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

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

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. IPG Percentage of Ownership and Distribution (PDF)	Attached by Danielle Mitchell on 4/25/2017

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. Y

Yes

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

Yes

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

Not applicable - For-Profit Entity

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

No

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

No

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

No

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

No

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

Vendor Name: The Roderick Group, Inc.

DBA: The Roderick Group, Inc.

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
Rashod R. Johnson	[REDACTED]	100%	N/A	100%	N/A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2018

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

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

PRODUCER Messirow Insurance Services, Inc. 353 N. Clark St 11th fl Chicago, IL 60654	CONTACT NAME:	
	PHONE (A/C, No, Ext): (312) 595-6200	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Company of America	26674
	INSURER B: Travelers Indemnity Company	26658
	INSURER C: Charter Oak Fire Insurance Company	25615
	INSURER D: Navigators Specialty Insurance Company	36056
	INSURER E: National Surety Corporation	21881
	INSURER F:	

INSURED
The Roderick Group, Inc. dba Ardmore Roderick
1327 W Washington Boulevard - #105
Chicago, IL 60607

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 SUBR RND WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		6806H4424651747	11/30/2017	11/30/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea OCCUR/ACCIDENT) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 4,000,000
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> COMP DED \$500	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COLL DED \$500	BA9D15806017GRP	11/30/2017	11/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	CUP9D1591121747	11/30/2017	11/30/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 0
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N Y N/A	UB8J1227251747G	11/30/2017	11/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab		CE17MPL083261NC	12/02/2017	11/30/2018	\$50,000 Deductible
E	Excess Liab		FHE58157991	11/30/2017	11/30/2018	\$3,000,000/5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Job RR-18-4377 Illinois State Toll Highway Authority are included as additional insureds with respect to General Liability & Automobile Liability on a primary & non-contributory basis as respects to operations performed by the Named Insured in connection with project where required by written contract. A waiver of subrogation in favor of the additional insureds is included on the General Liability & Automobile Liability where required by written contract.

CERTIFICATE HOLDER Illinois State Toll Highway Authority 2700 Ogden Avenue Downers Grove, IL 60515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE [Redacted]
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

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

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

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

COMMERCIAL AUTO

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

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

Contract Information Sheet

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

Consultant Name: The Roderick Group, Inc. dba Ardmore
Roderick

Contract Number: RR-18-4377

Proposal Date: 6/18/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

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

Contract No.: RR-18-4377

Consultant: The Roderick Group, Inc. dba Ardmore
Roderick

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Christopher Widlak, P.E.

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: **Name:** Ryan Traficanto

Classification: Materials Coordinator

Name: _____

Classification: _____

Name: _____

Classification: _____

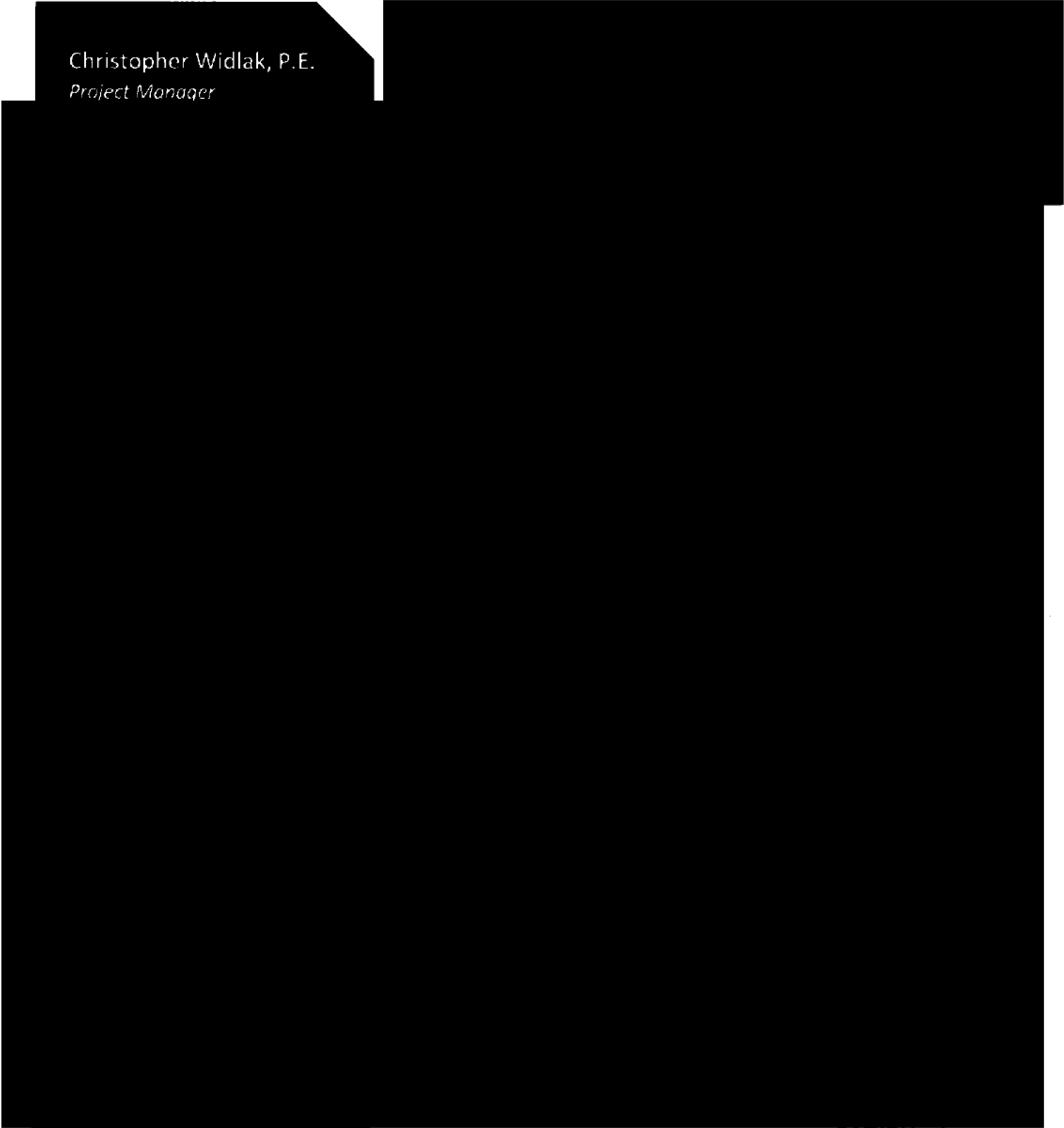
Name: _____

Classification: _____



Ardmore Roderick

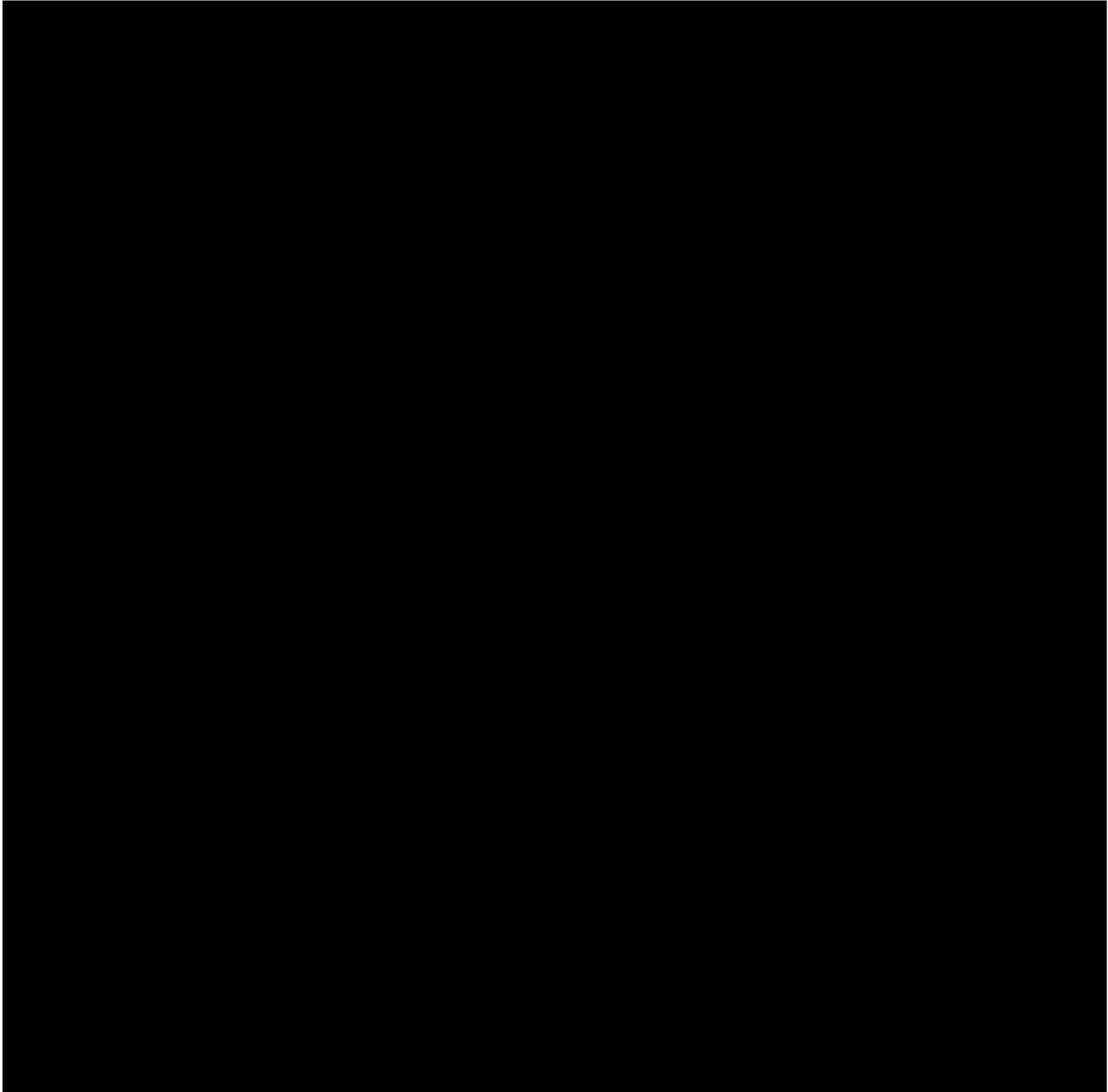
Christopher Widlak, P.E.
Project Manager





Ardmore Roderick

Christopher Widlak, P.E. | *Project Manager*





Ardmore Roderick

Ryan Traficanto

Materials Coordinator

EXHIBIT F

Contract No. RR-18-4377

The Roderick Group, Inc. dba Ardmore Roderick

SCOPE OF SERVICES

Phase III engineering services are required for the construction inspection, and supervision at selected locations on the Tollway system. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical tasks will include projects that are required for the Tollway system, and may include, but not be limited to:

Work tentatively scheduled for construction in 2018-2019:

Maintenance Facility.

Miscellaneous improvements at plazas and maintenance sites.

On call and as-needed work related to the Tollway System.

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.

EXHIBIT G

Contract No. RR-18-4377

The Roderick Group, Inc. dba Ardmore Roderick

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-14-5703	Systemwide DUR - Phase II Sub to Singh	\$75,000.00	\$70,000.00	6/30/2023
I-15-4656	EOWA - Phase II Sub to Benesch	\$490,000.00	\$407,880.00	5/31/2019
RR-15-9975	RR ISTHA GEC - Sub to WSP	\$7,846,700.00	\$6,416,260.00	12/31/2021
I-16-4266	IL-53 EIS - Phase I Sub to CH2M	\$625,000.00	\$624,000.00	6/30/2020
RR-14-4202	Maint Facilities - Phase III Prime	\$1,782,500.00	\$555,700.00	12/31/2018
RR-16-4252	Maint Facilities - Phase III Sub to ESI	\$600,000.00	\$273,330.00	12/31/2018
I-17-4301	Central Tri-State - Phase II sub to Benesch	\$1,248,000.00	\$1,143,198.00	12/31/2022
RR-13-4154	Systemwide Utility Locate - Sub to HBK	\$1,400,000.00	\$263,272.85	8/31/2019
I-17-4093	ISTHA PMO - Sub to HNTB	\$18,069,000.00	\$17,221,454.00	12/31/2027
PTB 183-001	IDOT Wood Street Phase III Prime	\$5,380,144.00	\$5,380,144.00	12/31/2020
PTB 183-008	IDOT I-55/Weber Road Interchange Phase III sub to Benesch	\$588,355.00	\$588,355.00	12/31/2019
EI-517	CDOT S. Water Street Phase II sub to Lochner	\$83,698.00	\$17,234.00	10/1/2018
E-5-454	CDOT Oakwood Boulevard Phase III sub to Wight	\$110,000.00	\$94,000.00	12/31/2018
52685	CDOT C*NECT PMO sub to CivilTech/Infrastructure	\$2,805,000.00	\$1,837,200.00	7/30/2027

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 Bradshaw Consultants</p> <p>Direct Labor <u>\$ 914,368.10</u></p> <p>Direct Costs <u>\$ 60,631.90</u></p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ 975,000.00</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 DB Sterlin Consultants, Inc.</p> <p>Direct Labor <u>\$ 305,928.00</u></p> <p>Direct Costs <u>\$ 19,072.00</u></p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) <u>\$ 325,000.00</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 Environmental Design International, Inc.</p> <p>Direct Labor <u>\$ 48,742.40</u></p> <p>Direct Costs <u>\$ 1,257.60</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 50,000.00</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 Material Service Testing, Inc.</p> <p>Direct Labor <u>\$ 219,148.44</u></p> <p>Direct Costs <u>\$ 105,851.56</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 325,000.00</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 Griggs Mitchell & Alma of IL, LLC</p> <p>Direct Labor <u>\$ 506,797.20</u></p> <p>Direct Costs <u>\$ 13,202.80</u></p> <p>Services by Others <u>\$ -</u></p> <p>Additional Services ** <u>\$ -</u></p> <p>Total this Subconsultant (ULC) <u>\$ 520,000.00</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: \$ 2,195,000.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 2,195,000.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 33.77%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 33.77%

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 Bowman, Barrett & Associates, Inc.	
Direct Labor	\$ 308,700.00
Direct Costs	\$ 16,300.00
Services by Others	
Additional Services **	
Total this Subconsultant (ULC)	\$ 325,000.00
2 ESI Consultants, Ltd.	
Direct Labor	\$ 428,540.00
Direct Costs	\$ 26,480.00
Services by Others	
Additional Services **	
Total this Subconsultant (ULC)	\$ 455,000.00
3 Knight E/A, Inc.	
Direct Labor	\$ 243,213.60
Direct Costs	\$ 16,786.40
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 260,000.00
4 STV Construction, Inc.	
Direct Labor	\$ 616,282.92
Direct Costs	\$ 33,737.08
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 650,000.00
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: \$ 1,690,000.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 1,690,000.00

Contract Information Sheet

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

Consultant Name: Bowman, Barrett & Associates

Contract Number: RR-18-4377

Proposal Date: 6/18/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

ALLOWABLE DIRECT COSTS

10.01.2013

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

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Construction Inspection Communications:

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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

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Contract No.: RR-18-4377

Consultant: Bowman, Barrett & Associates

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-18-4377

Bowman, Barrett & Associates

SCOPE OF SERVICES

Phase III engineering services as required for construction inspection and supervision at selected locations on the Tollway system.

EXHIBIT G

Contract No. RR-18-4377

Bowman, Barrett & Associates

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PTB 152-004	I-80 from Grundy County Line to US 30	\$4,943,821.00	\$450,000.00	12/31/2019
PTB 165-008	US 20 at IL 59	\$1,445,502.00	\$5,000.00	12/31/2018
PTB 168-012	Circle Interchange Phase III	\$5,120,399.00	\$25,000.00	1/31/2018
I-14-4190,	I-90, Roadway Retaining Wall and Bridge	\$2,712,242.00	\$5,000.00	12/31/2018
PSB 14-1,	Reconstruction and Widening, West of Item 5 Higgins Road to Roselle road			
RR-16-4254,	I-88, Roadway and Bridge Rehabilitation, Design, MP 91.41 (Annie Glidden Rd) to	\$2,115,681.00	\$2,100.00	12/31/2018
PSB 16-1,	MP 113.3 (IL 56) Phase II Engineering Item 7			
I-17-4303,	Tri-State Tollway, Roadway	\$6,700,000.00	\$5,600,000.00	11/30/2022
PSB 17-3,	Reconstruction and Bridge Rehabilitation, Item 8 O'Hare Oasis (MP 37.8) to Balmoral Avenue (MP 40.0)			
RR-14-4222	Tri-State Bridge	\$5,690,618.00	\$1,800,000.00	12/31/2019
PSB 14-3,	Rehabilitation/Reconstruction, Burlington Item 2 Northern Santa Fe (BNSF) Railroad Bridge (MP 26.6)			

EXHIBIT H - SERVICES BY OTHERS

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DBE/MBE/WBE SUBCONSULTANTS

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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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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: Bradshaw Consultants, Inc.

Contract Number: RR-18-4377

Proposal Date: 6/18/2018

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-18-4377 Consultant: Bradshaw Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
CM inspection & Supervision								352	440	352	352	440	440	1936
TOTALS								352	440	352	352	440	440	1936

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-18-4377

Consultant: Bradshaw Consultants, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: Kevin Foster

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

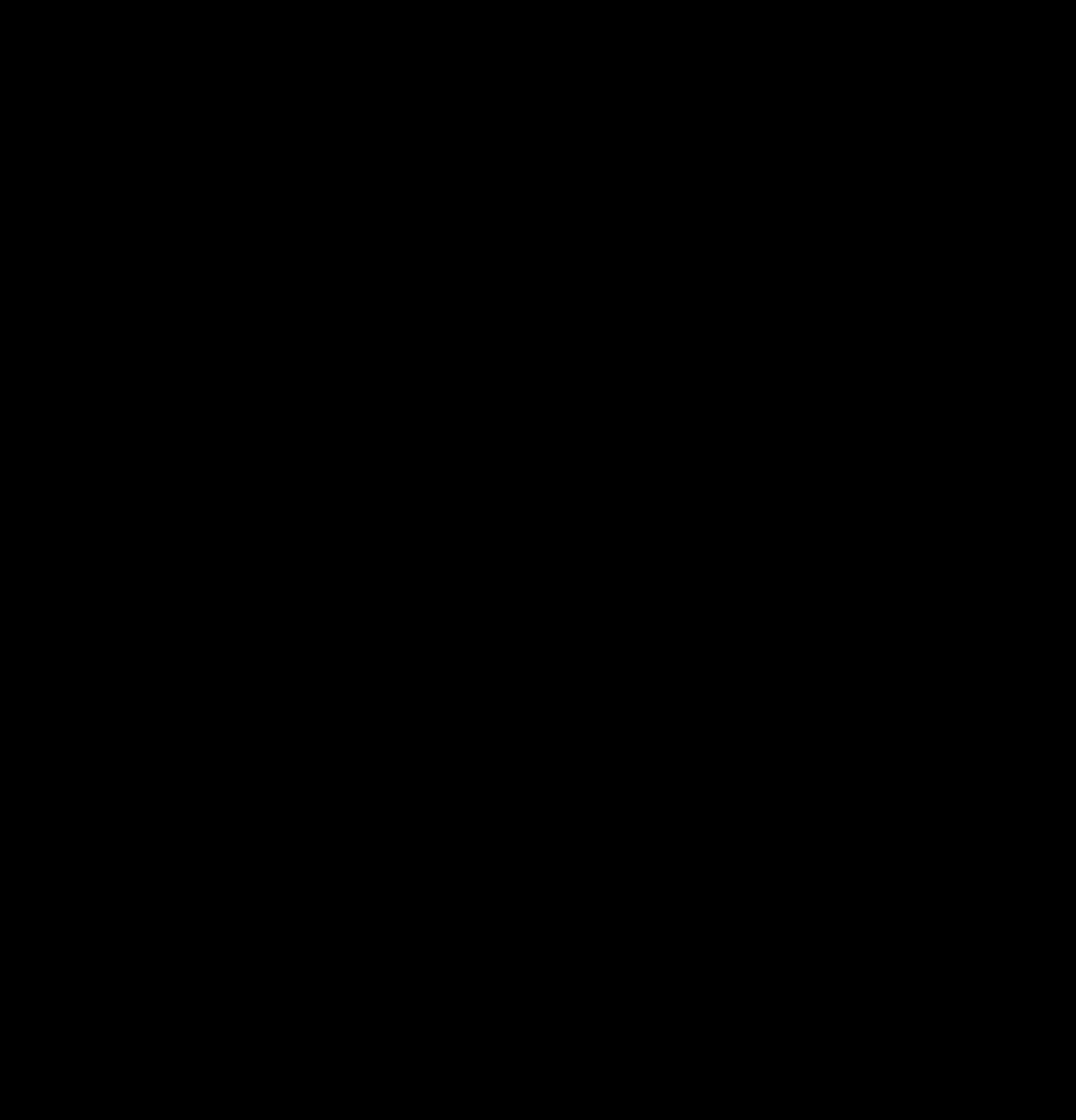
Classification: _____

Name: _____

Classification: _____

Bradshaw Consultants

Kevin Foster
Resident Engineer



Bradshaw Consultants

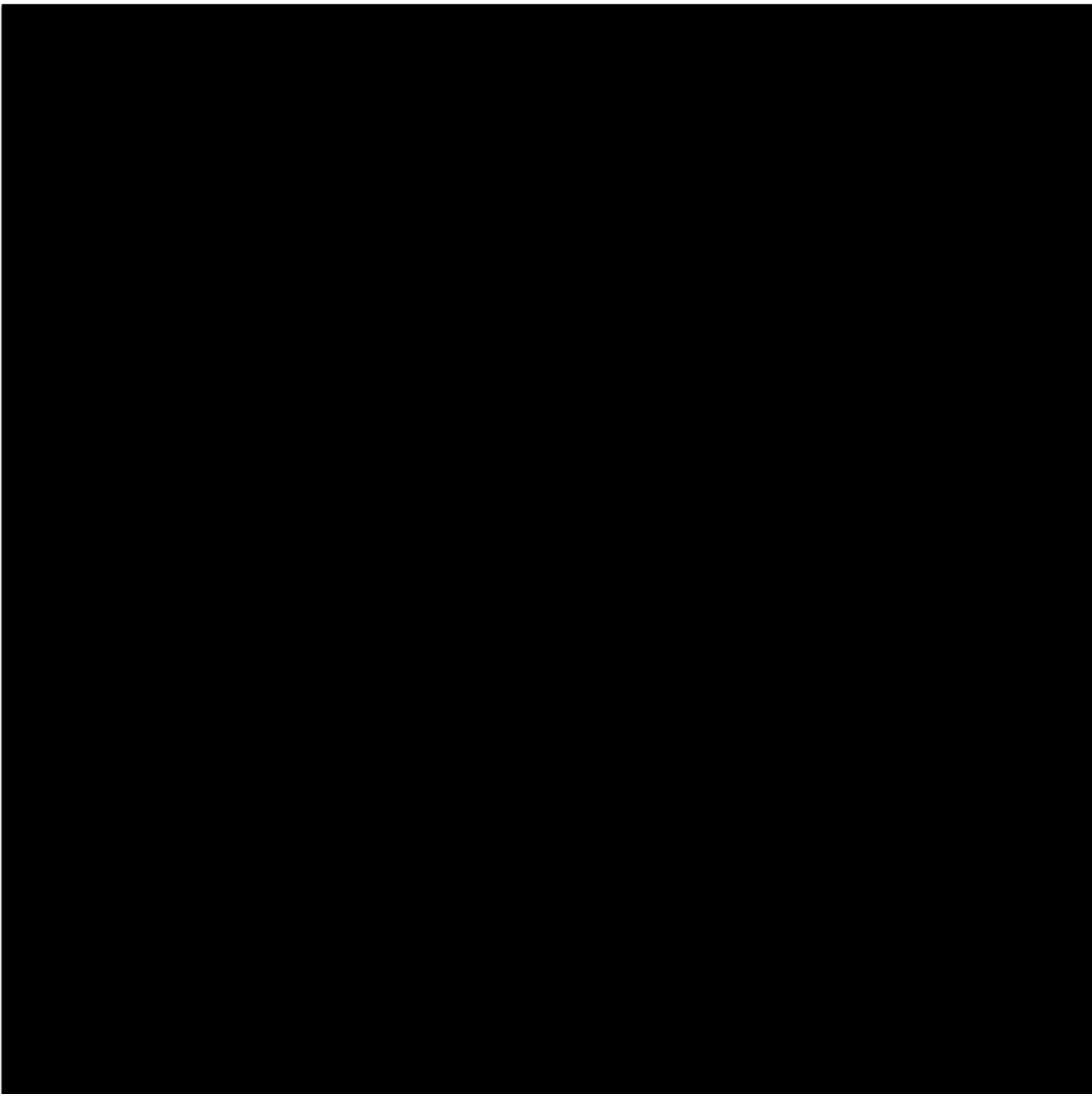


EXHIBIT F

Contract No. RR-18-4377

Bradshaw Consultants, Inc.

SCOPE OF SERVICES

Phase III engineering services as required for construction inspection and supervision at selected locations on the Tollway system.

EXHIBIT G

Contract No. RR-18-4377

Bradshaw Consultants, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
None.				

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

6	_____		_____
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7	_____		_____
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	Total this Subconsultant (ULC)	\$	- _____

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOI DBE/MBE/WBE)

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

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

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

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: DB Sterlin Consultants, Inc.

Contract Number: RR-18-4377

Proposal Date: 6/18/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

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

Contract No.: RR-18-4377

Consultant: DB Sterlin Consultants, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-18-4377

DB Sterlin Consultants, Inc.

SCOPE OF SERVICES

Phase III engineering services as required for construction inspection and supervision at selected locations on the Tollway system.

EXHIBIT G

Contract No. RR-18-4377

DB Sterlin Consultants, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-16-4275	Edens Spur Rehabilitation	\$310,000.00	\$19,000.00	9/1/2018
I-13-4613	Tollway CMUR	\$500,000.00	\$27,000.00	12/31/2018
RR-13-5660	I-88 Roadway Resurfacing US Rt 30 to US 52	\$360,000.00	\$1,500.00	12/31/2018
RR-16-4253	I-88 Roadway and Bridge Rehab IL 251 to Annie Glidden	\$2,542,000.00	\$2,084,000.00	4/30/2019
I-17-4682	EOWA CMUR	\$480,000.00	\$480,000.00	12/31/2019
I-18-4356	Tri-State Improvements, Wolf to Balmoral	\$720,000.00	\$720,000.00	12/31/2020
I-17-4300	Tri-State Roadway Reconstruction Roosevelt Rd to St. Charles Rd.	\$770,000.00	\$702,000.00	12/31/2022
I-17-4676	Elgin O'Hare Western Access	\$1,339,800.00	\$1,095,695.00	4/30/2020
RR-16-4280	Systemwide CMUR	\$260,000.00	\$260,000.00	12/31/2019
RR-16-4282	Tri-State Pavement Preservation CM	\$499,386.00	\$410,166.00	12/31/2019

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<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: Environmental Design International, Inc.

Contract Number: RR-18-4377

Proposal Date: 6/18/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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Contract No.: RR-18-4377

Consultant: Environmental Design International, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>544.00</u> (Total Work Hours from Exhibit A)	\$ <u>32.00</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>17,408.00</u>
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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)	

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>48,742.40</u>
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B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	\$ <u>1,257.60</u>
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C. SERVICES BY OTHERS

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

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

\$ <u>50,000.00</u>

ALLOWABLE DIRECT COSTS

10.01.2013

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Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
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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
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ALLOWABLE DIRECT COSTS

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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

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Contract No.: RR-18-4377

Consultant: Environmental Design International, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-18-4377

Environmental Design International, Inc.

SCOPE OF SERVICES

Phase III engineering services as required for construction inspection and supervision at selected locations on the Tollway system.

EXHIBIT G

Contract No. RR-18-4377

Environmental Design International, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-16-4267	Maintenance Facilities Site Design	\$1,094,992.00	\$893,713.16	6/30/2025
I-15-4657	EOWA Bensenville Yard	\$2,031,192.00	\$1,972,843.11	1/31/2026
D-91-227-15	US 45, IL 60 to IL 22	\$1,000,000.00	\$810,929.00	7/14/2025
D-91-110-12	Various Land Acquisition Surveys	\$500,000.00	\$188,978.00	3/31/2019
P-91-004-14	Various Phase I Projects	\$1,800,000.00	\$832,636.00	2/2/2024
D-91-462-14	Various Waste Assessments and Investigations	\$300,000.00	\$208,018.00	12/31/2017
P-30-010-14	Hazardous Waste Surveys	\$800,000.00	\$758,952.00	2/20/2018
C-91-232-17	CM I-90 at I-290/Congress Pkwy Bridge EB	\$102,436.00	\$57,352.00	10/31/2018
I-17-4303	Tri-State Tollway O'Hare Oasis to Balmoral Ave	\$806,242.00	\$471,600.00	12/31/2022
I-17-4306	Tri-State Tollway Bridge Rehabilitation	\$153,224.92	\$130,759.19	10/31/2022
RR-17-4314	Tri-State Tollway Pavement and Structural Reha	\$46,422.70	\$7,551.81	12/31/2018

EXHIBIT H - SERVICES BY OTHERS

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DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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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: ESI Consultants Ltd.

Contract Number: RR-18-4377

Proposal Date: 6/18/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

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

Vehicles (Only for Vehicles assigned to project)

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

The number of days will be calculated as follows:

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

Day to travel to and from job site

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

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

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

NOTES:

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

Contract No.: RR-18-4377

Consultant: ESI Consultants Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: **Name:** _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-18-4377

ESI Consultants Ltd.

SCOPE OF SERVICES

Phase III engineering services as required for construction inspection and supervision at selected locations on the Tollway system.

EXHIBIT G

Contract No. RR-18-4377

ESI Consultants Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-16-4250	M6 - Maintenance Building	\$3,443,767.49	\$1,732,275.00	5/15/2019
	Westmont Detention Facility	\$140,000.00	\$140,000.00	11/15/2018
	Schaumburg - 2018 Water Main	\$149,348.00	\$149,348.00	11/30/2018
	DuPage County - 2018 Pavement Maint.	\$287,000.00	\$255,000.00	11/30/2018
	ESG - CDOT ADA Ramps - North	\$149,970.00	\$149,970.00	6/1/2019
	Bloom Township Maintenance Facility	\$160,000.00	\$80,000.00	5/31/2019
	Hampshire - Brier Hill Rd Resurfacing	\$54,374.00	\$54,374.00	10/1/2018
I-17-4681	I-490 at IL 19 CM Services	\$500,000.00	\$500,000.00	12/31/2020
	Will County - Cedar Road over Spring Creek	\$218,000.00	\$218,000.00	6/1/2020

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.

OBE/MBE/WBE SUBCONSULTANTS

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EXHIBIT H - SERVICES BY OTHERS (continued)

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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: Griggs Mitchell & Alma of IL, LLC

Contract Number: RR-18-4377

Proposal Date: 6/18/2018

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-18-4377

Consultant: Griggs Mitchell & Alma of IL, LLC

Griggs Mitchell & Alma of IL, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
CM Inspection & Supervision								169	169	169	169	169	169	845
TOTALS								169	169	169	169	169	169	845

Grand Total Exhibit A Hours 2873

Contract Number: RR-18-4377 Consultant: Griggs Mitchell & Alma of IL, 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		
CM Inspection & Supervision	169	169	169	169	169	169	169	169	169	169	169	169	169	2028
TOTALS	169	169	169	169	169	169	169	169	169	169	169	169	169	2028

Contract No.: RR-18-4377 Consultant: Griggs Mitchell & Alma of IL, 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.aspx>
- B. **ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3
- C. **OVERTIME PREMIUM**
- D. **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

- Mileage
- Automobile Allowance
- Parking
- Tolls
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 13,202.80

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-18-4377

Consultant: Griggs Mitchell & Alma of IL, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-18-4377

Griggs Mitchell & Alma of IL, LLC

SCOPE OF SERVICES

Phase III engineering services as required for construction inspection and supervision at selected locations on the Tollway system.

EXHIBIT G

Contract No. RR-18-4377

Griggs Mitchell & Alma of IL, 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
	Illinois Tollway Technical Assistance			Ongoing
I-11-4013	Construction Inspection			Ongoing

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

6	<hr/>		
	Direct Labor		
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2	<hr/>		
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7	<hr/>		
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3	<hr/>		
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8	<hr/>		
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TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: \$ -

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ALLOWABLE DIRECT COSTS

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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-18-4377

Consultant: Knight E/A, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-18-4377

Knight E/A, Inc.

SCOPE OF SERVICES

Phase III engineering services as required for construction inspection and supervision at selected locations on the Tollway system.

EXHIBIT G

Contract No. RR-18-4377

Knight E/A, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-13-4623	IL-19 Interchange on the Elgin-O'Hare	\$5,491,787.28	\$62,437.49	12/31/2018
I-11-4014	Sub to CH2M Elgin-O'Hare Western Bypass Tollway, Design Corridor Manager	\$10,065,213.00	\$1,899,259.09	12/31/2018
I-16-4266	Tri-County Access Project/Team with CH2M	\$7,306,633.28	\$6,424,281.98	
RR-15-9975R	General Engineering Consultant/Sub to WSP	\$11,750,751.80	\$9,415,880.59	
RR-16-4277	Tri-State Tollway DUR/Sub to Wyndallco	\$179,148.00	\$13,320.00	12/31/2018
RR-16-4281	Tri-State Tollway, 159th St/Sub to GSG Phase III	\$164,757.12	\$155,544.03	12/31/2019
PTB 147-042	IDOT - I64 over Wabash River/PH I	\$2,082,888.49	\$79,458.02	11/30/2018
PTB 157-004	IL 7 from I-355 to Will-Cook Rd/PH II	\$3,299,417.00	\$287,795.60	6/30/2019
PTB 160-027	HSR - Chicago to St. Louis / PH I	\$4,747,728.97	\$297,847.22	8/21/2021
PTB 165-001	IL 19 (Irving Park Rd) at York Rd / PH III	\$7,516,852.00	\$131,119.69	9/30/2019
PTB 169-017	I-55 at Weber Rd / PH II	\$4,706,381.00	\$61,703.50	9/30/2019
PTB 169-018	IL 47 / PH II	\$2,486,977.00	\$1,093,172.30	8/30/2019
PTB 172 - 01	Various PH I/II Project, Various Counties	\$860,942.85	\$52,866.91	8/21/2024
PTB 175-012	I-90 at Old Orchard Road / PH II	\$947,656.00	\$33,282.52	10/31/2018
PTB 178-001	FAP 346 (US 41) at Deerpath Road Storm Water Pump Station, Phase II Project.	\$1,989,291.00	\$1,035,382.05	10/31/2018
PTB 182-007	I-55; I-80 to US 52 / PH II	\$5,709,807.00	\$3,078,023.13	12/31/2019
PTB 184-003	I-90 at I-290/Congress Parkway / PH III	\$5,149,922.00	\$3,198,380.72	6/25/2020
Bulletin 181 Project #	Department of Natural Resources Replace Sewage Treatment Plants and Shower Building Kankakee River Conservation Area and State Park – Kankakee County	\$174,000.00	\$35,000.00	On Hold
102-313-047				
17000610	Ashkum Salt Storage Building	\$129,900.00	\$23,357.80	Oh Hold
Project: 630-216-006				

17020910	Various Improvements Statewide Program	\$77,777.00	\$28,714.18	Oh Hold
Project: 630-000-212				
PTB	Mazonia Braidwood; Reclamation Design,	\$605,098.00		Oh Hold
170/Item 24 Engineering, and				
Job # AML-GKnP-1349				

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	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 5%;"></td> <td style="width: 45%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td></td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor					Direct Costs					Services by Others					Additional Services **					Total this Subconsultant (ULC)		\$		-
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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 (NQI, DBE/MBE/WBE)

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

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

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

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

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

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

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

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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: Material Service Testing, Inc.

Contract Number: RR-18-4377

Proposal Date: 6/18/2018

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

QA Testing Tasks and Descriptions - RR-18-4377

1	TSR Gyratory Compactor	ILLINOIS modified 03/01/09 AASHTO T209-02, ASTM D4867/D4867-09 ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09	\$1,363.00	\$2,044.50	\$0.00
2	Gmm (Maximum Specific gravity)	ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2041-03a			
	Gmb (Bulk specific gravity)	ILLINOIS modified 01/01/10 AASHTO T166-07 (Method A and C), ASTM D2726-10			
	Ignition oven (2)	ILLINOIS modified 04/01/10 AASHTO T308-09, ASTM D6307-05(2010)			
	Washed Gradation	ILLINOIS modified 11/01/96 AASHTO T30-93, ASTM D5444-08	\$1,363.00	\$2,044.50	\$0.00
	Reflux extraction	ILLINOIS modified 04/01/10 AASHTO T164-94, ASTM D2172-88			
3 (for H90 and N105)	Gyratory Compactor	ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09 ILLINOIS modified 03/01/09 AASHTO T283-02, ASTM D4867/D4867-09			
	Gmm (Maximum Specific gravity)	ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2041-03a			
	Gmb (Bulk specific gravity)	ILLINOIS modified 04/01/10 AASHTO T166-07 (Method A and C), ASTM D2726-10			
	Ignition oven (2)	ILLINOIS modified 04/01/10 AASHTO T308-09, ASTM D6307-05(2010)			
	Washed Gradation	ILLINOIS modified 11/01/96 AASHTO T30-93, ASTM D5444-08	\$1,881.00	\$2,321.50	\$0.00
4	Reflux extraction (3)	ILLINOIS modified 04/01/10 AASHTO T164-94, ASTM D2172-88			
	Gyratory Compactor	ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09			
	TSR	ILLINOIS modified 03/01/09 AASHTO T283-02, ASTM D4867/D4867-09			
	Gmm (Maximum Specific gravity)	ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2041-03a			
	Gmb (Bulk specific gravity)	ILLINOIS modified 04/01/10 AASHTO T166-07 (Method A and C), ASTM D2726-10			
5	Gyratory Compactor	ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09	\$1,370.00	\$1,755.00	\$0.00
	Washed Gradation	ILLINOIS modified 11/01/96 AASHTO T30-93, ASTM D5444-08			
	Gibson Shaker	ILLINOIS modified 04/01/10 AASHTO T22-05, ASTM C136-06			
	Draindown test	AASHTO T305-09, ASTM D6390-05 (2010)	\$151.00	\$226.50	\$0.00
	Gmm (Maximum Specific gravity)	ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2041-03a			
6	Gyratory Compactor	ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09	\$487.00	\$730.50	\$0.00
	Gmb (Bulk specific gravity)	ILLINOIS modified 04/01/10 AASHTO T166-07 (Method A and C), ASTM D2726-10			
	Splitting HMA sample	AASHTO R47			
7	Reflux extraction	ILLINOIS modified 04/01/10 AASHTO T164-94, ASTM D2172-88	\$268.00	\$402.00	\$0.00
	Splitting HMA sample	AASHTO R47			
8	Gmm (Maximum Specific gravity)	ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2041-03a	\$219.00	\$328.50	\$0.00

9	Splitting HMA sample Gmb (Bulk specific gravity)	AASHTO B47 ILLINOIS modified 04/01/10 AASHTO T166-07 (Method A and C), ASTM D2726-10	\$200.00	\$300.00	\$0.00
10	Splitting HMA sample Ignition oven	AASHTO B47 ILLINOIS modified 04/01/10 AASHTO T308-09, ASTM D6307-05(2010)	\$155.00	\$222.50	\$0.00
11	Splitting HMA sample Ignition oven	AASHTO B47 ILLINOIS modified 04/01/10 AASHTO T308-09, ASTM D6307-05(2010)	\$180.00	\$270.00	\$0.00
12	Washed Gradation	ILLINOIS modified 11/01/96 AASHTO T30-99, ASTM D5444-08			
13	Nuclear asphalt content	ASTM D2950-81	\$254.00	\$381.00	\$0.00
14	TSR	ILLINOIS modified 05/01/09 AASHTO T283-02, ASTM D4867/D4867-09	\$557.00	\$835.50	\$0.00
15	Gmm (Maximum Specific Gravity)	ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2001-03a	\$219.00	\$328.50	\$0.00
16	Gmb (Bulk specific gravity)	ILLINOIS modified 04/01/10 AASHTO T166-07 (Method A and C), ASTM D2726-10	\$200.00	\$300.00	\$0.00
17	Reflux extraction	ILLINOIS modified 04/01/10 AASHTO T164-94, ASTM D2172-88	\$268.00	\$402.00	\$0.00
18	Gyratory Compactor	ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09	\$488.00	\$732.00	\$0.00
19	TSR	ILLINOIS modified 03/01/09 AASHTO T283-02, ASTM D4867/D4867-09	\$67.00	\$100.50	\$0.00
20	Core density	ILLINOIS modified 04/01/10 AASHTO T166-07	\$231.00	\$346.50	\$0.00
21	Flow and stability	ILLINOIS modified 01/01/98 AASHTO T245-94, ASTM D4867/D4867A-09	\$147.00	\$220.50	\$0.00
22	Average rate for HMA level I technician	Per Hour	\$163.00	\$244.50	\$0.00
23	Average rate for HMA level II technician	Per Hour	\$173.00	\$259.50	\$0.00
24	Average rate for HMA level III technician	Per Hour	\$132.00	\$198.00	\$0.00
25	Average rate for density technician	Per Hour	\$26.00	\$39.00	\$0.00
26	Concrete breaks: cylinder (wet curing)	ILLINOIS modified 04/01/08 AASHTO T22-07, ASTM C39/C39M-10, ASTM C192	\$24.00	\$36.00	\$0.00
27	Concrete breaks: cylinder (dry curing)	ILLINOIS modified 04/01/08 AASHTO T22-07, ASTM C39/C39M-10	\$44.00	\$66.00	\$0.00
28	Beam braking: center point load (with curing)	ILLINOIS modified 04/01/09 AASHTO T177-08, ASTM C192, ASTM C78-08	\$67.00	\$100.50	\$0.00
29	Beam braking: third point load (with curing)	ILLINOIS modified 04/01/09 AASHTO T177-09, ASTM C192, ASTM C78-08	\$147.00	\$220.50	\$0.00
30	Average rate for concrete level I technician	Per Hour	\$163.00	\$244.50	\$0.00
31	Average rate for concrete level II technician	Per Hour	\$165.00	\$247.50	\$0.00
32	Washed Gradation	ILLINOIS modified 04/01/10 AASHTO T27-06, ASTM C136-06			
33	Reducing sample size	ILLINOIS modified 04/01/10 AASHTO T48, ASTM C702-98(2003)	\$252.00	\$378.00	\$0.00
34	Particle size analysis	AASHTO T88-00 (2008), ASTM D422-63(2007)	\$205.00	\$307.50	\$0.00
35	Coarse aggregate specific gravity	ILLINOIS modified 04/01/10 AASHTO T85-08, ASTM C127-07	\$283.00	\$424.50	\$0.00
36	Fine aggregate specific gravity	ILLINOIS modified 04/01/10 AASHTO T84-09, ASTM C128-07a	\$283.00	\$424.50	\$0.00
37	Fine Aggregate specific gravity verification	ILLINOIS modified 04/01/10 AASHTO T84-09, ASTM C128-07a	\$283.00	\$424.50	\$0.00
38	Coarse Aggregate specific gravity verification	ILLINOIS modified 04/01/10 AASHTO T85-08, ASTM C127-07	\$208.00	\$312.00	\$0.00
39	PAP specific gravity	ILLINOIS modified 04/01/10 AASHTO T85-08, ASTM C127-07	\$209.00	\$313.50	\$0.00
40	RA5 specific gravity	District 1 Method	\$229.00	\$343.50	\$0.00
41	Slag counts	Ignition test plus count	\$957.00	\$1435.50	\$0.00
42	Modified proctor	ILLINOIS modified 04/01/10 AASHTO T180-09, ASTM D1557-09	\$158.00	\$237.00	\$0.00
43	Aggregate technician (5-day)	Per Hour	\$312.00	\$468.00	\$0.00
44	Standard proctor	ILLINOIS modified 04/01/10 AASHTO T99-08(2004), ASTM D698-07a1	\$155.00	\$232.50	\$0.00
45	Liquid limits	AASHTO T89-02(2006), ASTM D4318-10	\$206.00	\$309.00	\$0.00
46	Plastic limits	AASHTO T90-0Q(2008), ASTM D4318-10	\$158.00	\$237.00	\$0.00
47	Hydrometer analysis	AASHTO T88-00(2008), ASTM D422-63(2007)	\$158.00	\$237.00	\$0.00
48	Soil technician	Per Hour	\$158.00	\$237.00	\$0.00
49	Laboratory technician	Per Hour	\$158.00	\$237.00	\$0.00
50	Source inspector	Per Hour	\$176.00	\$264.00	\$0.00
51	Sample pick-up	Per CECS			

45	Core cutting (including traffic control)	Actual Cost (requires 2-3 quotes)		
46	Core cutting	Actual Cost (requires 2-3 quotes)		
47	Core cutting under 12"	Per Core	\$170.00	\$255.00
48	Core cutting over 12"	Per Core	\$198.00	\$297.00
49	Core sawing	Concrete and Bituminous - Per Linear Foot	\$76.00	\$114.00
50	Project manager	Per Hour	\$173.00	\$0.00
51	Mileage	Per Mile	\$65.00	\$0.00
52	Vehicle cost (daily) per Tollway allowable direct costs	Per Day	\$65.00	\$0.00
53	Average overtime rate	1.5 times hourly rate		
54	Average overtime rate (holidays and Sundays)	2.0 times hourly rate		
55	Average cost for labor outside standard work day			
56	Nuclear Density Gauge	Per Day	\$95.00	\$0.00
57	Micro-Deval Abrasion Test	ASTM D6928, ASTM D7428	\$391.00	\$586.50
58	Hamburg Wheel w/mix design	AASHTO T324	\$1,236.00	\$1,854.00
59	Hamburg Wheel w/o mix design	AASHTO T324	\$1,288.00	\$1,932.00
60	Hamburg Wheel on prepared sample	AASHTO T324	\$773.00	\$1,159.50
61	Hamburg Wheel on pavement core	AASHTO T324	\$876.00	\$1,314.00
62	Polarized Light Microscopy (PLM)	EPA 6-7/R-99/216 (by a NIST Accredited Laboratory) - Per Sample	\$39.00	\$58.50
63	Organic Content by Wet Combustion	AASHTO T 194	\$92.00	\$138.00
64	PGE Gradation Test - washed or dry		\$947.00	\$520.50
65	Concrete breaks: Light Weight Cellular Concrete	ASTM C-495	\$52.00	\$78.00
66	Shot Crete Pannel Coring	Per Pannel	\$300.00	\$450.00
67	Shot Crete Pannel Core Compressive Straight Testing	Per Core	\$57.00	\$85.50
68	Determination of Applied Prime	Per Test	\$155.00	\$232.50
69	Moisture Content	AASHTO T265	\$20.00	\$30.00
70	Unconfined Compressive Strength Test	AASHTO T209	\$50.00	\$75.00
71	Unconsolidated Undrained Triaxial Test	AASHTO T296	\$500.00	\$750.00
72	Consolidated Undrained Triaxial Test	ASTM D-4767 - Includes 3 points	\$900.00	\$1,350.00
73	One Dimensional Consolidation Test	AASHTO T216	\$250.00	\$375.00
74	PH of Soil	ASTM D-2437	\$52.00	\$78.00
75	CBR	ASTM D-1583	\$525.00	\$787.50
Total				\$0.00

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-18-4377

Consultant: Material Service Testing, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: Steven Tomich

Classification: Materials QA Technician

Name: _____

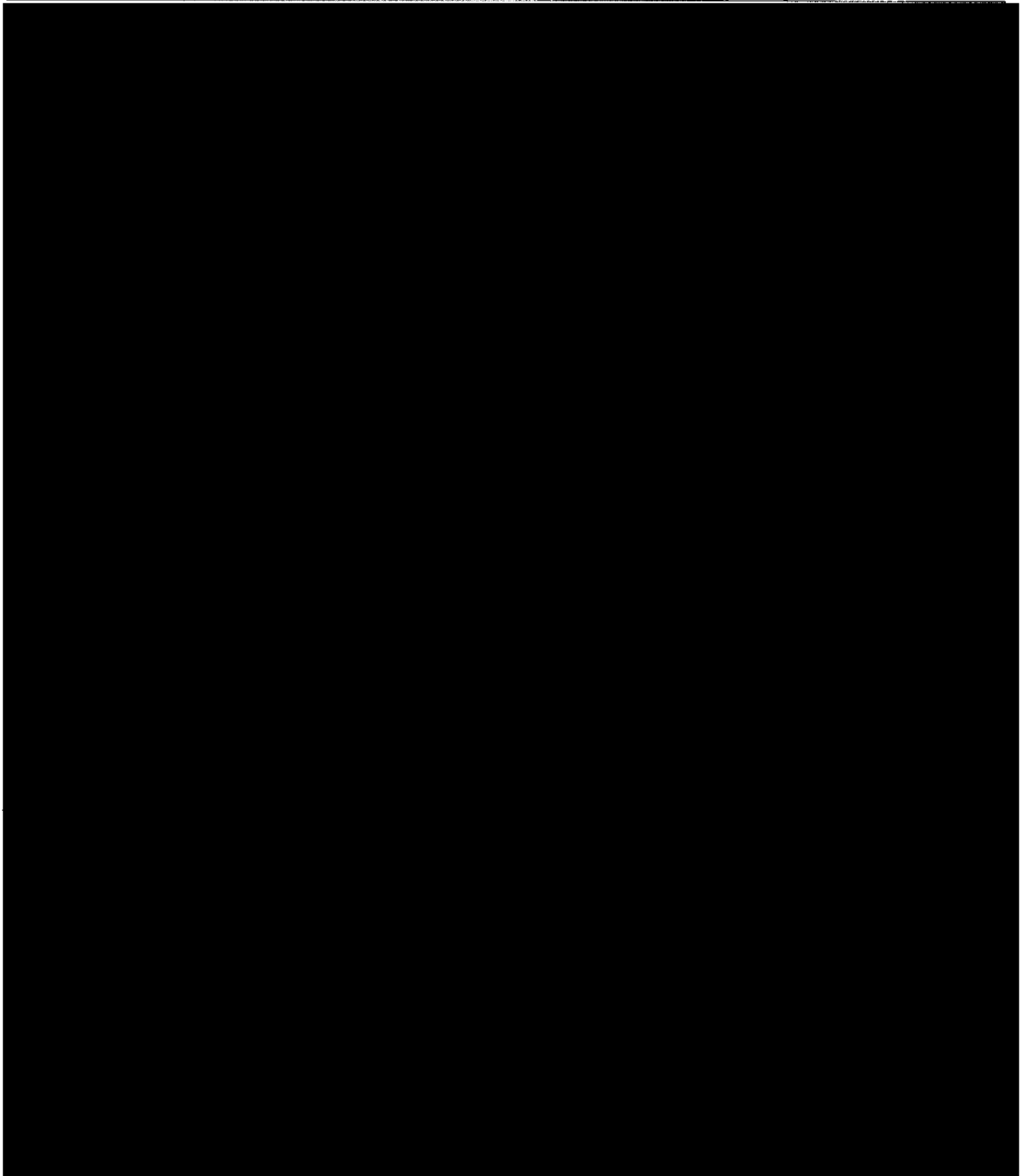
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Name: _____

Classification: _____



STEVEN TOMICH
MATERIALS QA TECHNICIAN





STEVEN TOMICH
MATERIALS QA TECHNICIAN

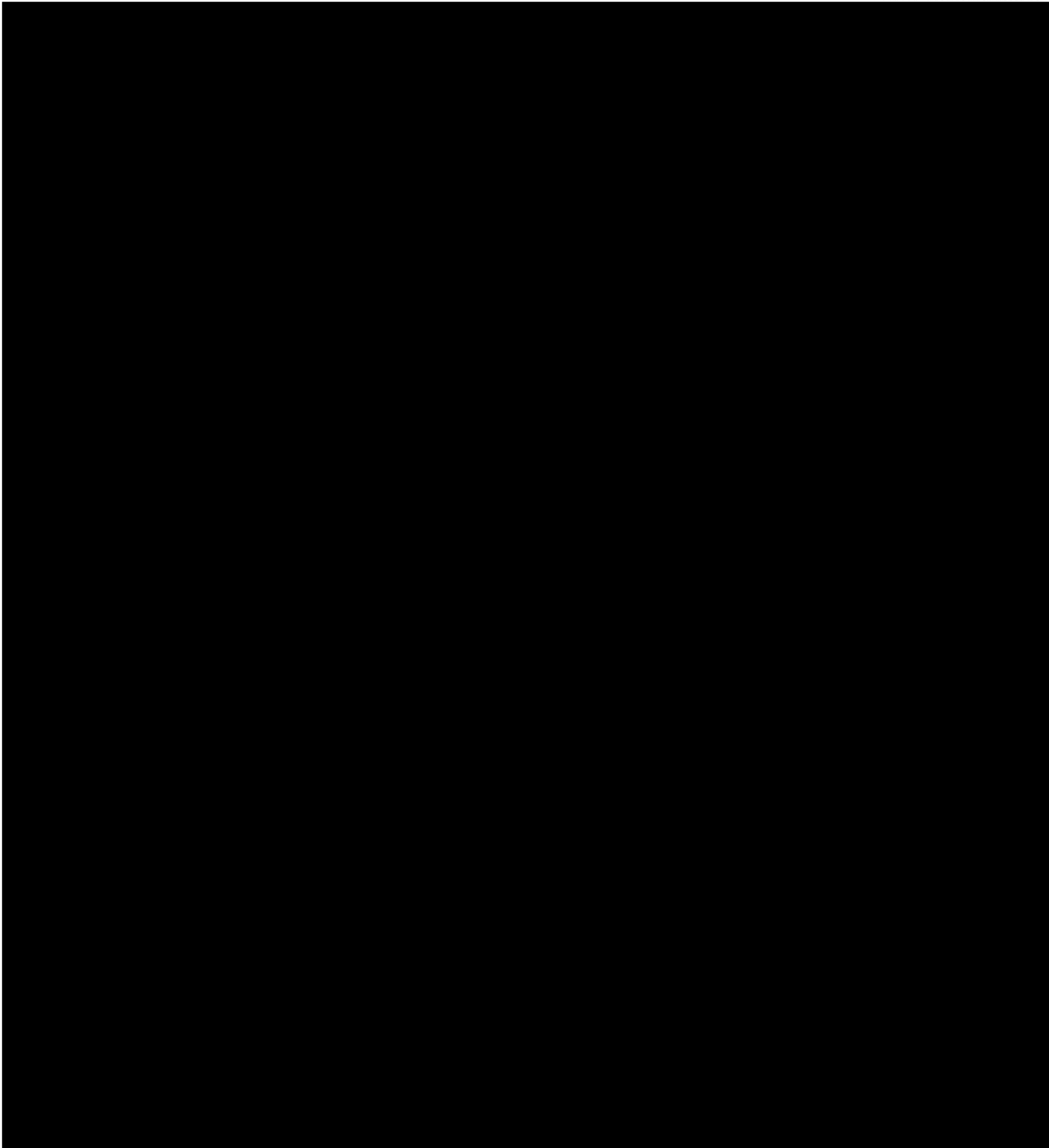


EXHIBIT F

Contract No. RR-18-4377

Material Service Testing, Inc.

SCOPE OF SERVICES

Phase III engineering services as required for construction inspection and supervision at selected locations on the Tollway system.

EXHIBIT G

Contract No. RR-18-4377

Material Service Testing, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-14-4200	Maintenance Facilities M-2, M-14	\$54,000.00	\$23,191.38	12/31/2018
I-15-4659	Elgin O'Hare Western Access: Design and Const Mgmt	\$63,383.00	\$12,817.02	12/31/2019
I-15-4241	Const Mgmt Services Upon Request	\$225,000.00	\$38,512.48	12/31/2017
RR-14-4195	Materials Engineering Services Upon Request	\$562,500.00	\$184,002.00	1/1/2020
I-14-4252	Systemwide Maintenance Facilities	\$200,000.00	\$130,475.83	5/31/2019
I-17-4299	Tri-State Tollway-Roadway Reconstruction EW Connector	\$187,797.00	\$73,098.10	12/1/2022
I-17-4315	Tri-State Tollway- CM Upon Request	\$250,000.00	\$250,000.00	12/1/2019
I-17-4881	EOWA at IL 19	Contract Pending		
RR-17-9292	Job Order Contracting	Contract Pending		
RR-16-4282	Russell Road to Lake Cook Road	\$157,756.00	\$98,783.53	May-19
RR-16-4253	Reagan Memorial Tollway: IL 251 to Annie Glidden Rd	\$240,000.00	\$98,783.53	4/30/2019
RR-18-4354	Systemwide, Design and Construction Mgmt Services for Landscape Services upon request	\$80,000.00	\$150,943.49	5/31/2019
RR-18-9206	Materials Engineering Services, Systemwide	Contract Pending		
RR-18-4377	Systemwide Maintenance Facilities	\$325,000.00	\$325,000.00	Dec-19
C-91-007-15	US 41 at IL 132	\$98,693.00	\$47,677.60	2018
C-91-013-14	US 6: Will Cook to W of US Rt. 45	\$520,422.00	\$142,183.35	11/30/2018
C-91-229-16	I-90 at I-290/Congress	\$299,467.00	\$220,102.34	10/31/2018
C-91-473-16	Various QA for AGG/HMA/PCC	\$300,000.00	\$124,703.00	2018
C-94-053-16	Materials PM for Various PCC/HMA/AGG	2,250,000.00	1,410,01.09	2018
C-91-173-17	US Route 20: Lake St at IL 59	\$144,201.00	\$111,128.69	6/30/2019
C-92-038-16	Various Construction Inspection	Contract Pending		
C-91-120-17	Various Construction Inspection	Contract Pending		
C-91-230-17	I-90 at I-290 Congress Parkway	\$380,565.00	\$326,374.40	6/30/2019

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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9	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 25%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor					Direct Costs			\$	-	Services by Others			\$	-	Additional Services **			\$	-	Total this Subconsultant (ULC)			\$	-
Direct Labor																										
Direct Costs			\$	-																						
Services by Others			\$	-																						
Additional Services **			\$	-																						
Total this Subconsultant (ULC)			\$	-																						

5	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 25%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td style="text-align: right;">\$</td> <td></td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td></td> <td style="text-align: right;">\$</td> <td></td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td></td> <td style="text-align: right;">\$</td> <td></td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor					Direct Costs		\$		-	Services by Others		\$		-	Additional Services **		\$		-	Total this Subconsultant (ULC)			\$	-
Direct Labor																										
Direct Costs		\$		-																						
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Total this Subconsultant (ULC)			\$	-																						

10	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 25%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor					Direct Costs			\$	-	Services by Others			\$	-	Additional Services **			\$	-	Total this Subconsultant (ULC)			\$	-
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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	<hr/>		
	Direct Labor	<u> </u>	
	Direct Costs	<u> </u>	
	Services by Others	<u> </u>	
	Additional Services **	<u> </u>	
	Total this Subconsultant (ULC)	<u> </u>	\$ -

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

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

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 Number: RR-18-4377 Consultant: STV Incorporated

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		
	230	230	230	230	230	230	230	230	230	230	230	230	230	2760
TOTALS	230	230	230	230	230	230	230	230	230	230	230	230	230	2760

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

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-18-4377

Consultant: STV Incorporated

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: Kalyan Kancherla, LEED AP

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

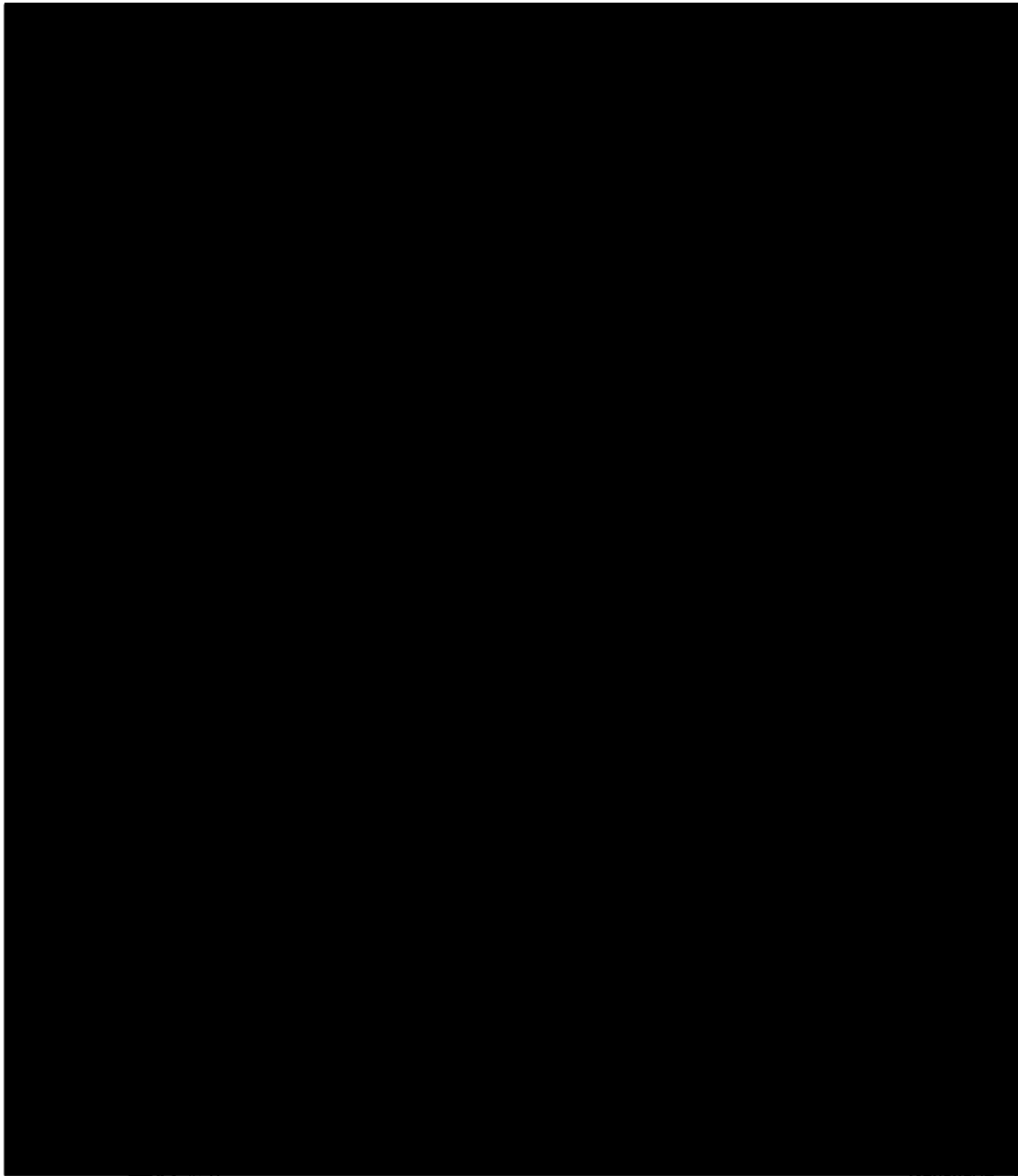
Classification: _____

Name: _____

Classification: _____

Kalyan Kancherla, LEED® AP

Document Technician



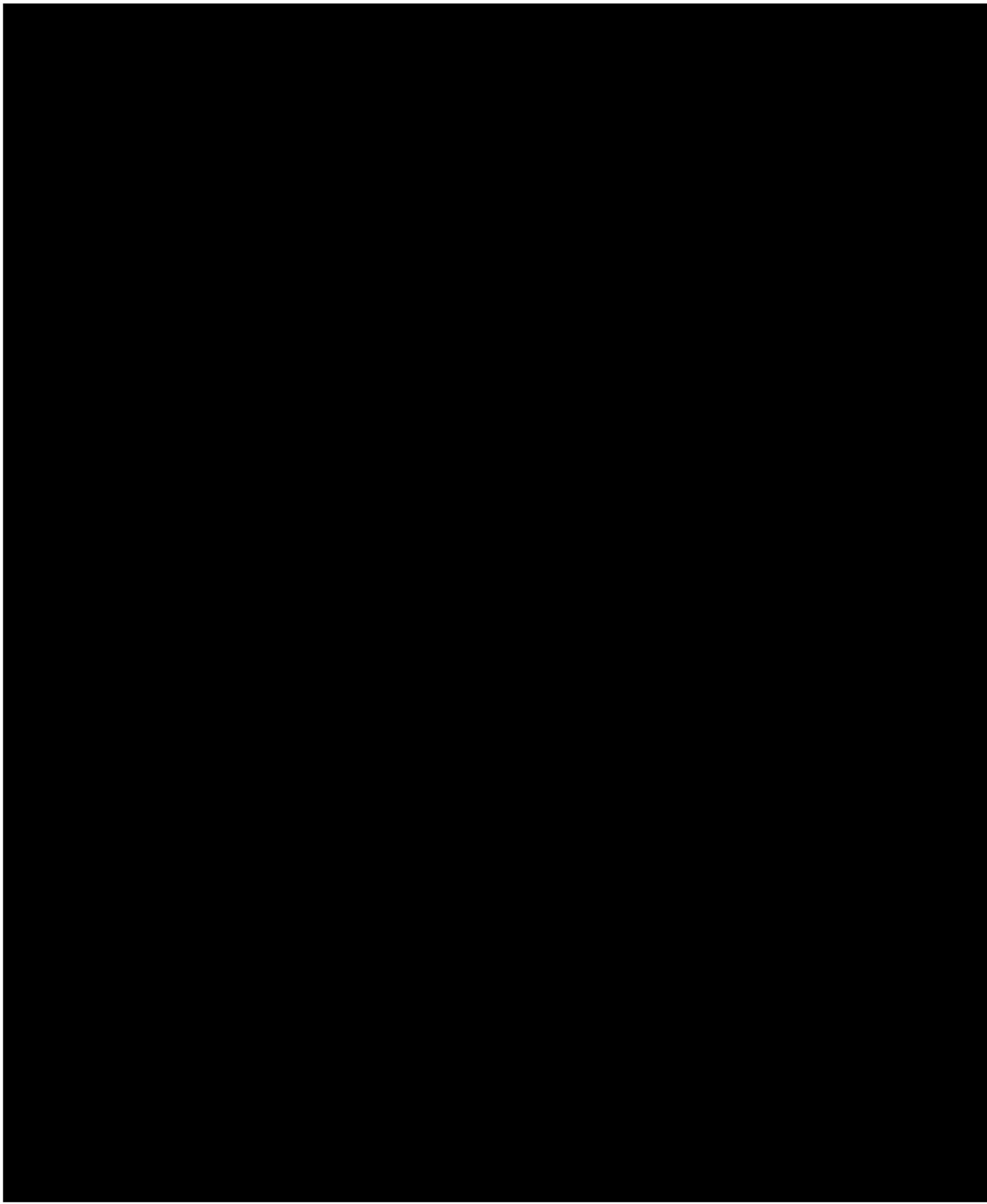


EXHIBIT F

Contract No. RR-18-4377

STV Incorporated

SCOPE OF SERVICES

Phase III engineering services as required for construction inspection and supervision at selected locations on the Tollway system.

EXHIBIT G

Contract No. RR-18-4377

STV Incorporated

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
CDOT	Grand Ave - Phase II Design	\$975,000.00	\$400,000.00	12/31/2020
CDOT	Van Buren - Phase II Design	\$865,000.00	\$35,000.00	12/31/2018
CDOT	Montrose Harbor - Phase II Design	\$995,000.00	\$140,000.00	12/31/2018
CDOT	Loomis Bascule Bridge - Phase II Design	\$231,000.00	\$50,000.00	8/30/2018
Lake DOT	Ela & Long Grove Road Phase II Design	\$644,000.00	\$10,000.00	7/31/2018
PSB 11-2	Elgin-O'Hare West Bypass, DCM	\$925,000.00	\$370,000.00	12/31/2018
PTB 170	IDOT Phase I Various	\$560,000.00	\$20,000.00	10/31/2018
PTB 170	IDOT Washington Street - Phase I	\$193,000.00	\$50,000.00	7/31/2018
CTA	IL Medical District - Phase III	\$3,013,000.00	\$500,000.00	12/31/2018
CTA	ELMI Substation - Phase III	\$6,616,000.00	\$2,500,000.00	11/30/2020
CTA	Broadway Substation - Phase III	\$3,324,000.00	\$1,600,000.00	3/31/2020
CTA	18th Street Substation - Phase III	\$189,000.00	\$10,000.00	8/31/2018
PSB 17-3	Various Phase III (sub to SE 3)	\$200,000.00	\$160,000.00	11/30/2018
PSB 17-3	I-294 Bridge Repairs (sub to Baxter & Woodman)	\$251,000.00	\$180,000.00	4/30/2019
PTB 183	I-90 at I-290 Watermain and Retaining Walls (sub to Gonzalez)	\$212,000.00	\$83,000.00	12/31/2018

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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EXHIBIT H - SERVICES BY OTHERS (continued)

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	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)	\$	-

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

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