

10/17/19

6.5/4

RESOLUTION NO. 21895

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Construction Management Services on the Tri-State Tollway (I-94) Mile Post 7.5 (Stearns School Road) on Contract RR-18-4382.

Atlas Engineering Group, Ltd has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$973,236.00. 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 Atlas Engineering Group, Ltd to obtain Construction Management Services for Contract No. RR-18-4382 with an upper limit of compensation not to exceed \$973,236.00, subject to review and approval of the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman



December 19, 2019

Ms. Natalia Homedi, P.E.
President
Atlas Engineering Group, Ltd.
3100 Dundee Road, Suite 502
Northbrook, IL 60062

**Re: Construction Contract RR-18-4382
Construction Management Services for
Tri-State, Stearns School Road Bridge Reconstruction
Mile Post 7.5**

NOTICE TO PROCEED

Dear Ms. Homedi:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated September 30, 2019, for Construction Management Services for Contract RR-18-4382. You are hereby authorized to commence with the work as of December 19, 2019, and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

In advance of your first billing, the prime and subconsultants (if any) must submit a Consultant Rate Form (CRF) with an effective date that corresponds to the effective date of this Notice to Proceed. CRF forms may be submitted by U.S. Mail, other delivery services, or by email to: documentcontrol@getipass.com. Hard copies should be addressed to the attention of **Document Control Manager**. Please send either hard copy or electronic copy, but not both.

The CRF form negates the need for separate Certified Payroll submission. Consultants may be required to provide Certified Payroll at a later date, but only if requested by the Tollway.

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

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

Revised: 12/2/2019

ILLINOIS TOLLWAY
2700 Ogden Avenue | Downers Grove, IL 60515 | p. 630.241.6800 | TTY 630.241.6988
www.illinoistollway.com

Contract RR-18-4382
Notice to Proceed
Page 2 of 2

Please contact Michael Brink at 630-241-6800 extension 4824 for further information.

Sincerely



Eric Occomy
Chief of Contract Services

EO: cmhg

cc: Mustafa Hassan John Donato Lane Closures Paul Kovacs
Michael Brink Contract Services Eleanor Curcuro
Dorothy Jablonski Sue Biggs

File: 04.4382.01.05 LT_Tollway_PDK_4382Atlas-NTP_10192019



Contract: RR-18-4382

PSB: 18-4, Item #5

Consultant: Atlas Engineering Group, Ltd./

PM: Michael Brink

Reviewer: Keisha Saintil

Review Date: 10/03/2019

Resolution:	OK
Agreement	OK
Proposal	OK
Certifications/Disclosures	OK
Delinquent Debt	OK
DBE Compliance:	OK
W-9 Form	N/A
Certificate of Good Standing:	OK
Certificate of Insurance:	OK

Exhibits A-H

Atlas Engineering Group, Ltd.
OK

Atkins North America, Inc.
OK

ESI Consultants, LTD
OK

Material Service Testing, Inc.
OK

Orion Engineers, LLC
OK

Primera Engineers, Ltd.
OK

Robinson Engineering, Ltd.
OK

STV Incorporated
OK



September 9, 2019

To: Michael Brink - Project Manager
mbrink@getipass.com
Illinois Tollway
2700 Ogden Avenue
Downers Grove, IL 60515

Wynndalco Enterprises LLC has some exciting news to share, following a long search to find the most experienced DBE firm to partner with, the search is now over. Wynndalco is pleased to announce that as of August 27, 2019, Atlas Engineering Group, Ltd. has acquired/ purchased the engineering practice of Wynndalco Enterprises, LLC.

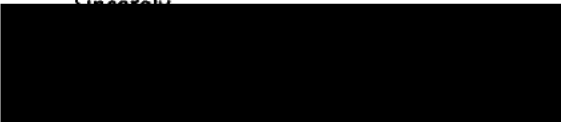
Pursuant to the acquisition, Atlas Engineering Group, Ltd. shall be assuming all contracts and all assets of the Engineering Division of Wynndalco Enterprises, LLC, and shall become responsible for the handling of all tasks, designs, deliverables and construction management related to the specific projects for contracts either being performed by or awarded to Wynndalco Enterprises.

Atlas Engineering Group, Ltd. is certified as a DBE/WBE in the State of Illinois, and provides over 25 years of professional engineering experience that is relevant to the applicable contracts being acquired. Enclosed, please find a copy of the credentials and experience of Atlas Engineering Group, Ltd. Should you desire additional information, please do not hesitate to contact either myself, or Atlas Engineering Group, Ltd. We are happy to meet in person upon your request.

Atlas Engineering Group, Ltd. intends to retain Wynndalco's Engineering Team, and maintain all key personnel assigned to current projects. Currently, Wynndalco Enterprises, LLC is collaborating with Atlas Engineering Group, Ltd. to apprise their staff of the current status of each project to ensure a smooth transition without disruption of the services being provided in addition to a full back end engineering office with over 45 skilled engineers and administrative staff. Please also note that Atlas Engineering has also assumed the leases for the downtown Chicago office and now have offices to serve all its clients in Mokena, Chicago and Northbrook Illinois including other states where Wynndalco Enterprises has a foot print.

Thank you in advance for your cooperation during this transition, and please do not hesitate to contact either of us with any further questions.

Sincerely,



David R. Andalco – M: 312-304-1010
CEO Wynndalco Enterprises, LLC.



Natalia Homedi, P.E. – M: 630-399-1052
President Atlas Engineering Group, Ltd.

Wynndalco Enterprises, LLC.
19081 Old LaGrange Rd., Ste 106 * Mokena, IL
P: 312-256-9090 * F: 312-256-9091
Chicago * Mokena * Texas * Florida

Atlas Engineering Group, Ltd.
3100 Dundee Rd., Ste 502 * Northbrook, IL
P: 847-753-8020 * F: 847-753-8023
Chicago * Mokena * Texas * Florida * Northbrook

- A professional, licensed consulting engineering and land surveying firm with more than 25 years of professional experience with engineering consultants and agencies.
- Specializing in **Program Management, Planning, Design, Construction Management, Transportation, Rail and Airport Engineering, and Land Surveying Services** for public and private sector projects.
- Headquartered in the northern suburbs of Chicago.
- Certified as a Woman-owned Business Enterprise (**WBE**) and a Disadvantaged Business Enterprise (**DBE**).

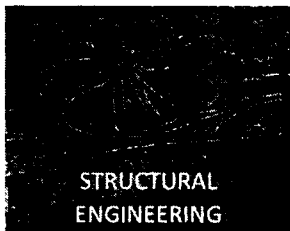
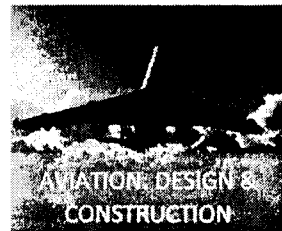
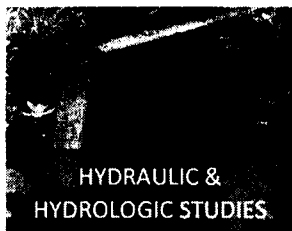
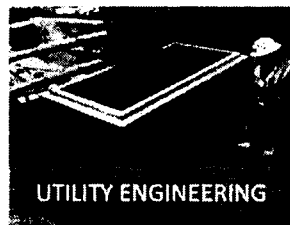
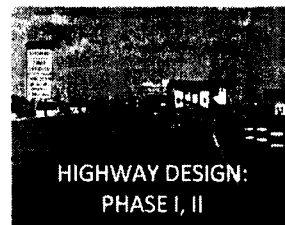
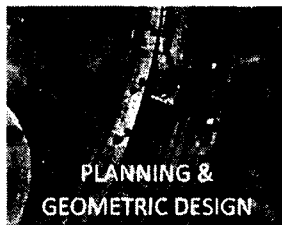
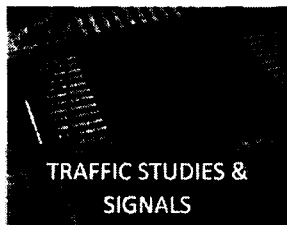
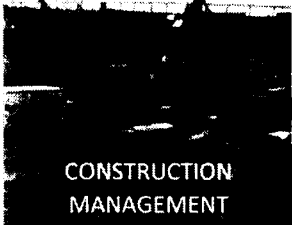
CLIENTS

Government Agencies:

- IDOT (Illinois Department of Transportation)
- ISTHA (Illinois State Toll Highway Authority)
- MWRDGC (Metropolitan Water Reclamation District of Greater Chicago)
- City of Chicago
- CCDOTH (Cook County Department of Transportation and Highways)
- CTA (Chicago Transit Authority)
- DuPage County
- Kane County
- Village of Northbrook

Utility Companies: Peoples Gas, Nicor, ComEd

Higher Education: Northwestern University



UNIVERSITY OF ILLINOIS SYSTEM

URBANA • CHAMPAIGN • CHICAGO • SPRINGFIELD

Student Loans and Collections
University Student Financial Services and Cashier Operations

UIC (MC 557)
Marshfield Avenue Building
809 South Marshfield Avenue
Chicago, Illinois 60612-7203
Phone (312) 413-0303

UIUC (MC 367)
Henry Administration Building
506 South Wright Street
Urbana, Illinois 61801-3666
Fax (217) 239-6799 pastdue@uillinois.edu

October 17, 2019

The Illinois State Tollway
2700 Ogden Ave.
Downers Grove, IL 60515

Account Name: ESI Consultants Ltd.
Account Number: [REDACTED]

To whom it may concern:

This letter is to inform you that ESI Consultants, Ltd. is no longer in debt to the University of Illinois.

The funds were resolved via state offset from the Illinois Comptroller's Office. After the funds were seized the University of Illinois released their hold and consider the balance resolved.

The initial reason for the offset hold was due to some miscommunication from the department at the University that provided services. The original payment was sent to an old lockbox address. It took sometime to figure out where the payment ended up and in that time the University followed it's policy of submitting any past due balance 90 days or greater to the Comptroller's office for offset.

If you have any questions or concerns please feel free to contact me at the email or telephone number listed below.

Thank you
[REDACTED]

Atif Hasan
General Accounts Receivable Specialist
University Student Financial Services and Cashier Operations
University of Illinois System
809 S Marshfield Avenue
Chicago, IL 60612
hasana@uillinois.edu
312.996.9344

UNIVERSITY OF ILLINOIS SYSTEM

URBANA-CHAMPAIGN • CHICAGO • SPRINGFIELD

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UIUC (MC 367)
Henry Administration Building
506 South Wright Street
Urbana, Illinois 61801-3666
Fax (217) 239-6799 pastdue@uillinois.edu

October 9, 2019

ESI Consultants, Ltd.
753 Windsor Road
Charleston, IL 61920

Account Number: XXXXXXXXXX

To whom it may concern:

ESI Consultants, Ltd made payment to the University of Illinois for services. The payment was mailed to our old lockbox address which was provided to them by the department providing the services. Our old lockbox recognized the payment and eventually mailed it to our new lockbox, JP Morgan Chase in Chicago.

JP Morgan Chase did not recognize that the payment was for the University of Illinois. Their process, which we learned of as we assisted ESI Consultants, is to return the check to the sender's bank.

The process of finding their check payment, which showed as cashed on ESI's end, took some time. Our ERP system is coded to send any and all past due debts to the Illinois State Comptroller after 90 days past due and their account balance was reported to the Comptroller.

As soon as ESI Consultants, Ltd. found out that one of their payments to the tollway had been seized they contacted me to rectify the issue. The payment was seized on 09/24/2019 and was released by the morning of 10/1/2019.

UNIVERSITY OF ILLINOIS SYSTEM

URBANA-CHAMPAIGN • CHICAGO • SPRINGFIELD

Student Loans and Collections
University Student Financial Services and Cashier Operations

UIC (MC 557)
Marshfield Avenue Building
809 South Marshfield Avenue
Chicago, Illinois 60612-7203
Phone (312) 413-0303

UIUC (MC 367)
Henry Administration Building
506 South Wright Street
Urbana, Illinois 61801-3666
Fax (217) 239-6799 pastdue@uillinois.edu

October 9, 2019

ESI Consultants, Ltd.
753 Windsor Road
Charleston, IL 61920

Account Number: XXXXXXXXXX

I am working with my colleagues to find out why the offset is still showing and we should have their records updated in short order. In the meantime, I provided a printout of our State Offset database showing that the offset was released.

As far as the payment that has already been seized, Mr. Clark of ESI Consultants, informed me that the State Comptroller informed him that the payment is in transit to the University. Usually there is a 60 day hold before we are given the funds to manually refund ourselves. I will also be working with my colleagues to see what we can do to get these funds returned as soon as possible.

If you have any questions or concerns please feel free to contact me at the email or telephone number listed below.

Thank you,

Atif Hasan
General Accounts Receivable Specialist
University Student Financial Services and Cashier Operations
University of Illinois System
809 S Marshfield Avenue
Chicago, IL 60612
hasana@uillinois.edu
312.996.9344

STATE OFFSET CLAIM INFORMATION

UIN: [REDACTED] SSN: [REDACTED] OrderNumber: 10030884 IDNumber: [REDACTED] Campus: URBANA

NAME: ESI CONSULTANTS, LTD DebtorType: Borrower ClaimStatus: Released
 DateSubmitted: 9/18/2019 Class: Business DateReleased: 10/1/2019
 AmountSubmitted: 2,177.32 TotalDue: 2,177.32 ReasonReleased: Special Handling
 DateUpdated: [REDACTED] TotalDue Included in claim: 0.00 ReleaseSent: 10/1/2019
 AmountUpdated: [REDACTED] ReleaseMethod: MANUAL

ACCOUNTS

AcctType	AcctNmbr	DateReq	AmountDue	Status	AccountName	AccountSSN	Included	ReasonNoClaim	AmtDueAsOfDate
GAR	[REDACTED]	9/18/2019	2,177.32	U2	ESI CONSULTANTS, LTD	[REDACTED]	No	Special Handlin	9/17/2019

Active Notices Active Notice Total: 2,177.32 **Completed Notices** Completed Notice Total: 0.00 **Notice Total:** 2,177.32

Account Type	NoticeDate	NoticeAmount
GAR	9/24/2019	2,177.32

Exhibit A – Proposed Staff

PSB 18-4

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

Project Manager (Items 1 thru 7)			
Name:	Michael Livernois, PE ✓		
Firm:	Atlas Engineering Group, Ltd.		
Category:	IL Licensed Professional Engineer		
License #:	062.067119		
Year Registered:	2015	State:	IL
Office Address:	3100 Dundee Road, Suite 502		
City:	Northbrook	State:	IL

Project Engineer (Items 1 & 3)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Roadway Design (Items 1 & 3)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Structural Design (Items 1 & 3)			
Name:			
Firm:			
Category:	IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

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

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

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

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

Exhibit A – Proposed Staff
PSB 18-4, continued

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

Land Acquisition (Item 1)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

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

Construction Corridor Manager (Item 2)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

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

QC/QA Roadway (Item 1 and 2)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

QC/QA Structural (Item 1 and 2)			
Name:			
Firm:			
Category:	IL Licensed Structural Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Resident Engineer (Items 2, 4 thru 7) ✓			
Name:	Syed Ahmed		
Firm:	Atlas Engineering Group, Ltd.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	3100 Dundee Road, Suite 502		
City:	Northbrook	State:	IL

Material Coordinator (Items 2, 4 thru 7)			
Name:	John Moran, PE ✓		
Firm:	Primera Engineers, Ltd.		
Category:	IL Licensed Professional Engineer		
License #:	062.068774		
Year Registered:	2016	State:	IL
Office Address:	100 S Wacker Dr #700		
City:	Chicago	State:	IL

Document Technician (Items 2, 4 thru 7) ✓			
Name:	Joseph Fanning, PEI ✓		
Firm:	Robinson Engineering, Ltd.		
Category:	Documentation Certification Number- IDOT class S-14		
License #:	19-15481		
Year Registered:	2019	State:	IL
Office Address:	17000 South Park Avenue		
City:	South Holland	State:	IL

Material QA Technician (Items 2, 4 thru 7) ✓			
Name:	Richard Ferro ✓		
Firm:	Material Service Testing, Inc.		
Category:			
License #:			
Year Registered:		State:	
Office Address:	2462 Delta Ln		
City:	Elk Grove Village	State:	IL

**Exhibit A – Proposed Staff
PSB 18-4, continued**

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

Survey (Item 3)			
Name:			
Firm:			
Category:	IL Licensed Professional Land Surveyor		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

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

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

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

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

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

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

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

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

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

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

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

Sub - Firm Legal Name	% of Work to be Completed by Sub Consultant	Contact eMail	Role of Sub Consultant	Male or Female	Multiple Owners	ESOP	Ethnicity	DBE?	DBE (Disadvantaged Business Enterprise) Program	Veteran Status	P4G	P4G Partner
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Item # 18-4: Item 5: RIR-18-4382, Tri-State Tollway, Stearns School Road Bridge Reconstruction, M.P. 7.5, Construction Management. (91 records)

Process Document: SOIR2 #00121 - ITEM05_WYNN_PSB18-4_WymdaicoEnterprises_11052018 (6 records)

Atkins North America, Inc.	5.00	Mark.Shiyakov@atkinsglobal.com	Inspector	Male	Yes	No	Multiple Ownership	N/A	N/A	N/A	No	N/A
ESI Consultants, Ltd.	10.00	khayes@esiitd.com	Materials Coordinator	Male	Yes	No	Caucasian	N/A	N/A	N/A	No	N/A
Material Service Testing, Inc.	5.00	mhayes@mstfi.com	Materials Technician	Male	Yes	No	Asian Pacific	DBE	IL UCP - METRA	N/A	No	N/A
Orion Engineers, LLC	10.00	scarlstrom@orionengineersllc.com	Document Technician	Male	Yes	No	Caucasian	N/A	N/A	VOSB	No	N/A
Primera Engineers, Ltd.	5.00	mewers@primeraeng.com	Inspector	Female	No	No	Caucasian	WBE	IL UCP - City of Chicago	N/A	No	N/A
Robinson Engineering, Ltd.	25.00	jbeissel@reitd.com	Resident Engineer	Male	Yes	No	Caucasian	N/A	N/A	N/A	No	N/A

1.4.5 Item 5. RR-18-4382, Tri-State Tollway, Stearns School Road Bridge Reconstruction, M.P. 7.5, Construction Management

This project has a 18% D/M/WBE participation goal and 1% VOS/SDVOSBE participation goal.

Phase III engineering services are required for the construction inspection, and supervision for the Stearns School Road bridge reconstruction on the Tri-State Tollway at M.P. 7.5 in Lake County, Illinois.

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

Firms must be prequalified by IDOT in the following category:

Special Services (Construction Inspection)

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

- The person who will assume duties as Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- 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: Design for this project is scheduled to start in 2018. Construction of this project is currently scheduled to start in Spring 2020 and be completed by Fall 2021.

The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format, including a 3-D Model, 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.

PK-18-4382

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

BUSINESS NAME	Atlas Translation Services, Inc.	
OWNER	Ms. Lily Huberman	
ADDRESS	500 W. Superior St. #2802 Chicago, IL 60654-8155	Map This Address
PHONE	312-644-1444	
FAX	312-644-4626	
EMAIL	atlas@atlastranslationservices.com	

Certification Information

CERTIFYING AGENCY	Cook County
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	5/22/2019
RENEWAL DATE	5/22/2020
EXPIRATION DATE	5/22/2022
CERTIFIED BUSINESS DESCRIPTION	Professional Services: Translation and Interpretation Services

Commodity Codes

Code	Description
NAICS 541930	Translation services, language

Additional Information

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

BUSINESS NAME **Material Service Testing, Inc.**

OWNER **Mr. Clayton Hamano**

ADDRESS **1327 West Washington Blvd., Ste 105** [Map This Address](#)
Chicago, IL 60607-3571

PHONE **312-846-6246**

FAX **847-787-0321**

EMAIL **chamano@mstli.com**

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **MBE - Minority Business Enterprise**

CERTIFICATION DATE **11/16/2018**

RENEWAL DATE **11/1/2019**

EXPIRATION DATE **11/1/2022**

CERTIFIED BUSINESS DESCRIPTION **NAICS 541330 Engineering services**
NAICS 541380 Laboratory testing

Commodity Codes

Code	Description
NAICS 541330	Engineering services
NAICS 541380	Laboratory testing (except medical, veterinary) services

Additional Information

WARD **27**

COMMUNITY AREA **28 Near West Side**

RR-18-4382

CLOSE WINDOW

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

BUSINESS NAME **Primera Engineers**

OWNER **Ms Erin Inman**

ADDRESS **100 S. WACKER DR., SUITE 700** [Map This Address](#)
CHICAGO, IL 60606

PHONE **312-606-0910**

FAX **312-606-0415**

EMAIL **erinman@primeraeng.com**

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **WBE - Women Business Enterprise**

CERTIFICATION DATE **2/20/2019**

RENEWAL DATE **3/1/2020**

EXPIRATION DATE **3/1/2022**

CERTIFIED BUSINESS DESCRIPTION **NAICS 236220 Construction management, commercial and institutional building**
NAICS 541310 Architectural (except landscape) design services
NAICS 541330 Engineering services

Commodity Codes

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

Additional Information

RR-18-4382



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 65323419
Entity Name ATLAS ENGINEERING GROUP, LTD.
Status ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
DOMESTIC BCA

Incorporation Date (Domestic)
Thursday, 11 January 2007

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name

EYAD HOMEDI

Address

3100 DUNDEE RD 502
NORTHBROOK , IL 60062

Change Date

Friday, 20 December 2013

Annual Report

Filing Date

Monday, 3 December 2018

For Year

2019

Officers

President

Name & Address

NATALIA HOMEDI 3100 DUNDEE #502 NORTHBROOK IL 60062

Secretary

Name & Address

EYAD HOMEDI SAME

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

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Thu Oct 03 2019

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Saintil, Keisha

From: Saintil, Keisha
Sent: Tuesday, October 08, 2019 10:52 AM
To: Saintil, Keisha
Subject: RR-18-4382/DD/Atkins North America, Inc., [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:47 10/08/19

ACTION: S

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

DISCLAIMER:

AS OF 10/08/19 AT 10:47 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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Saintil, Keisha

From: Saintil, Keisha
Sent: Tuesday, October 08, 2019 11:23 AM
To: Saintil, Keisha
Subject: RR-18-4382/DD/MATERIAL SERVICE TESTING, INC [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:22 10/08/19

ACTION: S

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

DISCLAIMER:

AS OF 10/08/19 AT 11:22 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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Saintil, Keisha

From: Saintil, Keisha
Sent: Tuesday, October 08, 2019 11:26 AM
To: Saintil, Keisha
Subject: RR-18-4382/DD/ROBINSON ENGINEERING INC [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:24 10/08/19

ACTION: S

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

DISCLAIMER:

AS OF 10/08/19 AT 11:25 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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Saintil, Keisha

From: Saintil, Keisha
Sent: Tuesday, October 08, 2019 11:26 AM
To: Saintil, Keisha
Subject: RR-18-4382/DD/STV, INC. [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:25 10/08/19

ACTION: S

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

DISCLAIMER:

AS OF 10/08/19 AT 11:25 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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CONSTRUCTION MANAGER AGREEMENT

The Board of Directors, on the 17th day of **October, 2019**, 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 **ATLAS ENGINEERING GROUP, LTD.**, 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 **September 30, 2019**, to provide construction management services for Contract No. **RR-18-4382** for **Tri-State, Stearns School Road Bridge Reconstruction, Mile Post 7.5**; and

WHEREAS, the CONSTRUCTION MANAGER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-4, Item 5**, 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-18-4382** for **Tri-State, Stearns School Road Bridge Reconstruction, Mile Post 7.5** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the CONSTRUCTION MANAGER of **September 30, 2019**, 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

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 October 18, 2019** and ending **March 1, 2024**, 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 **Nine Hundred Seventy-Three Thousand, Two Hundred Thirty-Six Dollars and No Cents (\$973,236.00)**. If, in the opinion of the CONSTRUCTION MANAGER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the CONSTRUCTION MANAGER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior approval of the Chief Engineering Officer. The CONSTRUCTION MANAGER must ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XVIII.

ARTICLE IV

Compliance with State and Other Laws

The CONSTRUCTION MANAGER specifically agrees that in the performance of the services herein enumerated, the CONSTRUCTION MANAGER, its associates,

subcontractors, agents and employees will comply with any and all Federal laws, State statutes, local ordinances, rules and regulations.

Governing Law; Exclusive Jurisdiction

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

Confidentiality

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

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

ARTICLE V

Responsibility for Injuries and Damages

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

Directors and the employees of the TOLLWAY from claims, suits, actions, damages and costs arising from, growing out of, an error, omission, intentional, willful, wanton or negligent act(s) of the CONSTRUCTION MANAGER under this Agreement, to the maximum extent permitted by law, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided. Nothing herein contained shall be construed as prohibiting the TOLLWAY, its Directors or the employees of the TOLLWAY from defending any actions and suits brought against them or any of them or from employing their own counsel in defense of all such actions and suits. It is understood and agreed that the CONSTRUCTION MANAGER is an independent contractor and as such is solely responsible for any and all of its activities hereunder.

ARTICLE VI

Insurance

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

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

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

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

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

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

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

ARTICLE VII

Ownership of Documents

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

the CONSTRUCTION MANAGER reuse any plans, it agrees to indemnify any and all persons or entities for any claims or actions resulting from its reuse to the extent that said claim or action results from such reuse. The TOLLWAY agrees to require any person (including the TOLLWAY itself) reusing the plans provided by the CONSTRUCTION MANAGER to abide by the terms and conditions set forth in this paragraph.

ARTICLE VIII
Financial Statement

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

ARTICLE IX
Successors and Assigns

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

ARTICLE X
Subcontractors

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

ARTICLE XI
Suspension

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

ARTICLE XII

Termination

A. Termination Without Cause

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

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

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

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

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

B. Termination for Cause

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

2. Conditions for termination for cause are as follows:

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

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

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

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

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

C. Termination due to Lack of an Appropriation

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

ARTICLE XIII

Solicitations

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

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

ARTICLE XIV

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the CONSTRUCTION MANAGER at **Atlas Engineering Group, Ltd., 3100 Dundee Road, Suite 502, Northbrook, Illinois 60062**, or to the Chief Engineering Officer, at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XV

Record Retention and Audit

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

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

MANAGER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

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

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

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

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

ARTICLE XVI

Quality Assurance and Quality Control (QA/QC) Plan

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

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

ARTICLE XVII

Miscellaneous

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

ARTICLE XVIII

Inspector General

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

Engineer Selection Process

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

ARTICLE XX

Report of a Change in Circumstances

The CONSTRUCTION MANAGER agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the CONSTRUCTION MANAGER's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required

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

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

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

ARTICLE XXI

EXPATRIATED ENTITIES

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT RR-18-4382 the day and year first above written.


THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY


ATLAS ENGINEERING GROUP, LTD.

By  12/5/2017
Chair/Executive Director - Signature Date
Will Evans/José Alvarez
Chief Executive Officer


President-Signature Date

NATALIA N. HOMEDI
Printed Name as Signed Above

APPROVED:
 11-26-19
Chief Financial Officer - Signature Date
Michael Colsch

APPROVED:
 11/25/17
General Counsel – Signature Date
Kathleen Pasulka-Brown

Approved as to Form and Constitutionality

 11/21/19
Attorney General, State of Illinois - Signature Date

CONSTRUCTION MANAGER PROPOSAL

FOR CONTRACT NUMBER RR-18-4382

This proposal, dated September 30, 2019, is submitted by Atlas Engineering Group, Ltd. of Northbrook, IL for Construction Manager's Service.

DESCRIPTION/LOCATION OF CONSTRUCTION SECTION

The location of the construction Contract RR-18-4382 for which we propose to provide Construction Manager Services is Tri-State Tollway at M.P. 7.5, in Lake County (Counties), Illinois.

SCOPE OF CONSTRUCTION MANAGER SERVICES

Construction Manager Services following selection from PSB 18-4 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 Consultant Rate Form (CRF) to be submitted by the CONSTRUCTION MANAGER at the start of the project. A revised Consultant Rate Form must be submitted when labor rates increase 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 \$ 973,236.00 (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-18-4382

SUBMITTED BY:

FIRM NAME: Atlas Engineering Group, Ltd.

ADDRESS: 3100 Dundee Road, Suite 502

CITY, STATE &
ZIP CODE: Northbrook, IL 60062

TELEPHONE: 847-753-8020

FACSIMILE: 847-753-8023

SIGNED BY:



PRINTED NAME: Natalia Homedi, P.E.

TITLE: President



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-18-4382

CONTRACTOR/CONSULTANT NAME: Atlas Engineering Group, Ltd.

1. PAYMENT TERMS AND CONDITIONS:

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

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

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

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

- 18. MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 19. PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 20. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 21. SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 22. WARRANTIES FOR SUPPLIES AND SERVICES:**
- 22.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 22.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 22.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- 23. REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 23.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

Further, the CONTRACTOR agrees to incorporate substantially similar reporting requirements into the Illinois Tollway Standard Business Terms and Conditions Page 5

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

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

25.3 PAYMENT DATA REPORTING REQUIREMENT

The Tollway requires contractors to report all payments received and/or paid to other firms pursuant to this contract in the form prescribed by the Tollway.

Additional information can be found at: <https://www.illinoistollway.com/doing-business#B2GNow>
(If hyperlink does not load, copy and paste the address into your web browser's address bar)

25.4 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

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

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

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

Agreed:	Agreed:
By: Eyad Homedi, PE	By: Natalia Homedi, PE
Signed: _____	Signed: _____
Position: Vice President	Position: President
Date: 10/2/19	Date: 10/2/19



Date: 10/3/2019 **Project Number:** RR-18-4382

Project Name: Tri-State Tollway, Stearns School Road Bridge Reconstruction, M.P. 7.5
Construction Management

**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: Atlas Engineering Group, Ltd.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: nhomedi@aegroupltd.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 2026 and VOSB Form 2026, 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>
Primera Engineers, Ltd.	[REDACTED]	100 S Wacker Dr #700 Chicago, IL 60606	Construction Inspection	\$55,584.75
Material Service Testing	[REDACTED]	2462 Delta Ln, Elk Grove, IL 60007	Material QA/Construction Inspection	\$52,134.25
Robinson Engineering, Ltd.	[REDACTED]	17000 South Park Ave., South Holland, IL 60473	Construction Observation and Documentation	\$146,552.50
Orion Engineers, LLC	[REDACTED]	328 S Jefferson St., Chicago, IL 60661	Construction Inspection	\$98,022.00
ESI Consultants, Ltd.	[REDACTED]	1979 N Mill St., Suite 100, Naperville, IL 60563	Construction Inspection	\$48,050.00

Atkins North America, Inc.	[REDACTED]	20 North Wacker Drive, Suite 2243, Chicago, IL 60606	Construction Inspection	\$63,666.25
STV Incorporated	[REDACTED]	200 West Monroe Street, Suite 1650, Chicago, IL 60606	Design Review/Construction Support	\$78,000.00

Signature: [REDACTED]

Date: 10-3-2019

Printed Name: EYAD HOMEDI, P.E.

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name: [Click here to enter text.](#)

Business Name: Atlas Engineering Group, Ltd.

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: 

Legal Status (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input 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: October 3, 2019

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 18546

Atlas Engineering Group, Ltd.

3100 Dundee Road
Suite # 502
Northbrook IL 60062

Information for this business last updated on:

Thursday, March 7, 2019

Certificate produced on Thursday, March 7, 2019 at 9:30 AM



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

IPB Reference #: 22043026

Procurement/Contract #: RR-18-4382

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 #: 20091543 IPG Expiration Date: September 3, 2020

2. Certification Timely to this Solicitation or Contract

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

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

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

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

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

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

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

4. Disclosure of Current and Pending Contracts

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

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

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
See attached.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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: Atlas Engineering Group, Ltd.

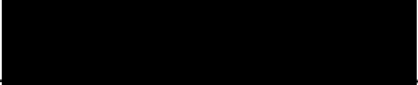
Phone: 847-753-8020

Street Address: 3100 Dundee Road, Suite 502

Email: nhomedi@aegroupltd.com

City, State, Zip: Northbrook, IL 60062

Vendor Contact: Natalia Homedi, PE

Signature:  _____

Date: October 2, 2019

Printed Name: Natalia Homedi, PE

Title: President

FORM B: ATTACHMENT FOR ATLAS ENGINEERING GROUP, LTD

4. Disclosure of Current and Pending Contracts

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

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

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Tollway	Construction Management Upon Request-System	In progress 95% Completed	\$2,000,000	RR-16-9198
IDOT	Various Traffic Signal Projects-SCAT	Subcontract In Progress	\$100,000	P-91-216-15/PTB 175, Item 03
IDOT	Project Support and Management	Subcontract in Progress	\$106,000	D-91-456-14/PTB 173, Item 20
Illinois Tollway	I-94 Stearns School Rd. Bridge	In negotiation	\$973,236	RR-18-4382
IDOT	Phase I Traffic Count Data and Crash Report	In progress	\$1,000,000	PTB 188, Item 007
IDOT	Wolf Road, Phase II	In progress	\$54,000	PTB 188 Item 005
IDOT	IL 56, Phase III	In progress	\$75,000	PTB 188, Item 10
CDOT	Survey Support & Construction Management	Subcontract In Progress	\$82,000	Contract No 28476
Illinois Tollway	Tri-State Tollway, Design Upon Request	In Progress 80% Completed	\$600,156	I-17-4307
Illinois Tollway	Tr-State Tollway, Advanced MOT Rehabilitation, East West Connector (M.P. 29.1) to Balmoral Avenue (M.P. 40.0)	In Progress 95% complete	\$99,113	I-17-4310
Illinois Tollway	Elgin O'Hare Western Access, Construction Management Upon Request	70% Completed	\$159,379	I-17-4682
Illinois Tollway	I-294 Bridge Reconstruction BNSF	In Progress	\$477,000	I-18-4412

Illinois Tollway	I-294 Temporary ITS Relocation	In Progress	\$461,000	I-18-4413
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Vendor Registration: View

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- Users
- Commodity Codes
- Contacts & Owners
- Comments
- Certifications
- Site Visits
- Registrations
- Reports

Atlas Engineering Group, LTD

System Vendor Number: 20091543

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

Show only flagged items.

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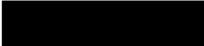
Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	8/27/2019
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0333618
REVIEWER	Chris Haberman
DATE REVIEWED	9/4/2019
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	9/3/2020
FLAG FORM	Add Flag

Settings

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

Entity Information

BUSINESS NAME	Atlas Engineering Group, LTD
CONTACT FOR THIS SUBMISSION	Natalia Homedi (change contact)
PRIMARY CONTACT EMAIL	nhomedi@aegroupltd.com
PHONE	847-753-8020
FAX	847-753-8023
COMPANY EMAIL	nhomedi@aegroupltd.com
TAX ID NUMBER	
COMPANY TYPE	Corporation

Vendor Registration: View Form

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Atlas Engineering Group, LTD

System Vendor Number: 20091543

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Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	8/27/2019
STATUS	Accepted
BUSINESS NAME	Atlas Engineering Group, LTD
POINT OF CONTACT	Natalia Homedi
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime Contractor and Subcontractor	ju
2. NAME OF CEO/BUSINESS OWNER	Natalia N. Homedi	ju
3. ANNUAL SALES/GROSS RECEIPTS	5,246,768	ju
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	01/11/2007	ju
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	ju
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Natalia N. Homedi	ju
CONTACT PERSON TITLE	President	
CONTACT PERSON PHONE	630-399-1052	
CONTACT PERSON EMAIL	nhomedi@aegroupltd.com	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Business Enterprise Program (BEP) / Veterans Business Program (VBP)	ju
	Small Business Administration (SBA)	
	Small Business Set-Aside Program (SBSP)	

State Agency

Other

Illinois Tollway

Additional Information

STAFF ATTACHED FILE(S)



Refresh List after attaching file(s).

[Customer Support](#)

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Atlas Engineering Group, LTD

System Vendor Number: 20091543

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Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	8/27/2019
STATUS	Accepted
BUSINESS NAME	Atlas Engineering Group, LTD
POINT OF CONTACT	Natalia Homedi
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

Document	Status
SBSP Re-Qualification Statement	Attached by Natalia Homedi on 8/20/2019
AEG SBSP Re-Qual Statement 2016-12-02.pdf (PDF)	
SBSP Re-Qualification Statement 2017-10-30.pdf (PDF)	
AEG SBSA Cert. (PDF)	
Atlas SBSP Re-Qual Statement 2019-08-20.pdf (PDF, 323.55 KB)	

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

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

Vendor Registration: View Form

Help & Tools 

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- Comments
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- Site Visits
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- Reports

Atlas Engineering Group, LTD

System Vendor Number: 20091543

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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	8/27/2019
STATUS	Accepted
BUSINESS NAME	Atlas Engineering Group, LTD
POINT OF CONTACT	Natalia Homedi
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	41	<input type="checkbox"/>
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. <small>131166-00. Expiration Date: 03/29/2024</small>	<input type="checkbox"/>

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	<input type="checkbox"/>
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Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

Vendor Registration: View Form

Help & Tools 

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations	Reports
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Atlas Engineering Group, LTD

System Vendor Number: 20091543

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Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	8/27/2019
STATUS	Accepted
BUSINESS NAME	Atlas Engineering Group, LTD
POINT OF CONTACT	<u>Natalia Homedi</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. }U

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 }U

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 }U

Yes

4. 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 }U

Yes

5. 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 }U

Yes

6. 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 }U

EXHIBIT "1"

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Yes

7. 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

YU

Yes

8. 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

YU

Yes

9. 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

YU

Yes

10. 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

YU

Yes

11. 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

YU

Yes

12. 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

YU

Yes

13. 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

YU

Yes

14. 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

YU

Yes

15. 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

YU

Yes

16. 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

YU

Yes

17. 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

YU

Yes

18. 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

YU

Yes

19. 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

20. 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

21. 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

22. 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

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

Yes

24. 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

25. 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

26. 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

27. 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

28. 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

29. 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.

18546

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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Atlas Engineering Group, LTD

System Vendor Number: 20091543

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Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	8/27/2019
STATUS	Accepted
BUSINESS NAME	Atlas Engineering Group, LTD
POINT OF CONTACT	Natalia Homedi
FLAG FORM	Add Flag

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? 70

No business operations to disclose.

Additional Information

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Atlas Engineering Group, LTD

System Vendor Number: 20091543

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

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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	8/27/2019
STATUS	Accepted
BUSINESS NAME	Atlas Engineering Group, LTD
POINT OF CONTACT	<u>Natalla Homedi</u>
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. JU

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? JU

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST JU

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? 1 JU

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds.	Attached by Natalla Homedi on 8/20/2019
IPG Percentage of Ownership (DOCX)	
Percentage of Ownership (PDF)	
ATLAS Percentage of Ownership.pdf (PDF, 111.61 KB)	

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. JU

EXHIBIT "1"

Yes

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

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

Additional Information

STAFF ATTACHED FILE(S)



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

Vendor Name: Atlas Engineering Group, Ltd

DBA: Click here to enter text.

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
Natalia Homedi, PE		60	Click here to enter text.	Click here to enter text.	Click here to enter text.
Eyad Homedi, PE		40	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 FAX (A/C, No): 888-621-3173 E-MAIL ADDRESS: aeclientrequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Atlas Engineering Group, LTD 3100 Dundee Road, Suite 502 Northbrook, IL 60062	INSURER A: Sentinel Insurance Company Ltd	11000
	INSURER B: Hartford Insurance Company of Illinois	38287
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		84SBAPE0091 Prof. Liab. Excl.	04/01/2019	04/01/2020	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		84UECZV7599	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			84SBAPE0091	04/01/2019	04/01/2020	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	84WECBK6810	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> WC STATU. TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L EACH ACCIDENT	\$1,000,000
							E.L DISEASE - EA EMPLOYEE	\$1,000,000
							E.L DISEASE - POLICY LIMIT	\$1,000,000
A	Valuable Papers			84SBAPE0091	04/01/2019	04/01/2020		\$150,000

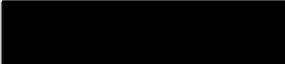
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: RR-18-4382 Tri-State Tollway, Stearns School Road Bridge Reconstruction, M.P. 7.5, Construction Management. Construction Management Services Illinois Tollway and The Illinois State Toll Highway Authority are included as additional insured on the above referenced policies when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Illinois State Toll Highway Authority
 2700 Ogden Ave
 Downers Grove, IL 60515

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

ADDITIONAL COVERAGES WHEN REQUIRED BY WRITTEN CONTRACT

This is a summary of the coverage provided under the following form (complete form available):

COMMERCIAL AUTOMOBILE COVERAGE FORM HA 99 16 03 12

Additional Insured if Required by Contract

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who is and Insured with regard to the ownership, maintenance or use of a covered "auto."

Primary and Non-Contributory

Only with respect to insurance provided to an additional insured in 1.D. Additional Insured If Required by contract, the following provisions apply:

- 1) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance Clause.
- 2) **Primary and Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other that this insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by method described in Other Insurance 5.d.

Waiver of Subrogation

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payment we make for damages under the Coverage Form.

ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

Additional Insured When Required by Written Contract, Written Agreement or Permit

WHO IS AN INSURED under Section C. is amended to include as an additional Insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

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

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

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

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

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

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

Waiver of Subrogation

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

Contract Information Sheet

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

Consultant Name: Atlas Engineering Group, Ltd

Contract Number: RR-18-4382

Proposal Date: 9/30/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-18-4382

Consultant: Atlas Engineering Group, Ltd

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Construction Inspection	160	160											320
Land Surveying	0	0											
Project Management	4	4											8
Administration	4	4											8
Constructability Review	0	0											
TOTALS	168	168											336

Contract No.: RR-18-4382

Consultant: Atlas Engineering Group, Ltd

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Natalia Homedi, PE

Project Manager: Michael Livernois, PE

Resident Engineer: Syed Ahmed

Asst. Resident Engineer: _____

Documentation Engineer: _____

Materials Coordinator: _____

Project Structural Engineer: Nabi Fakroddin, PE, SE

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

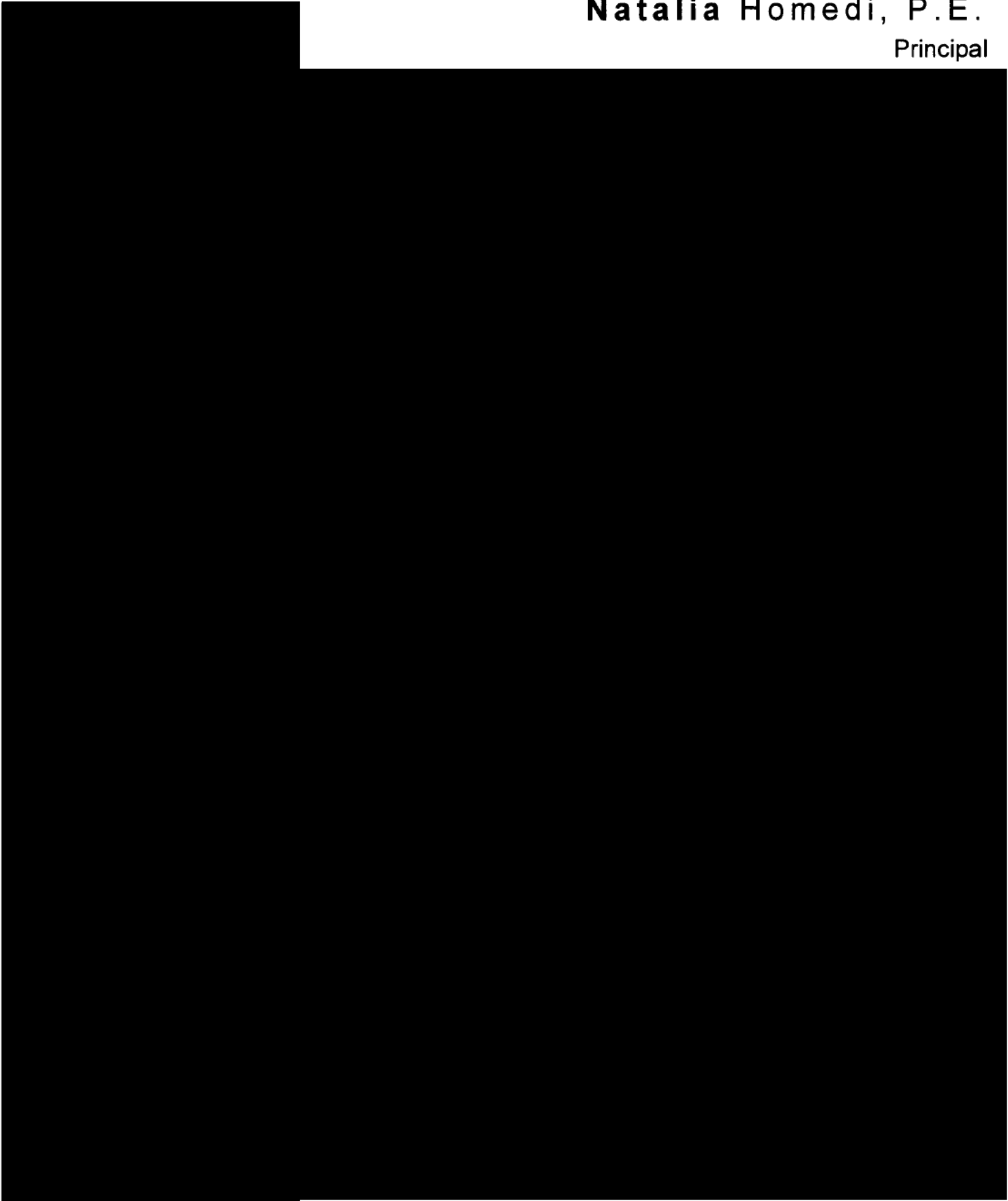
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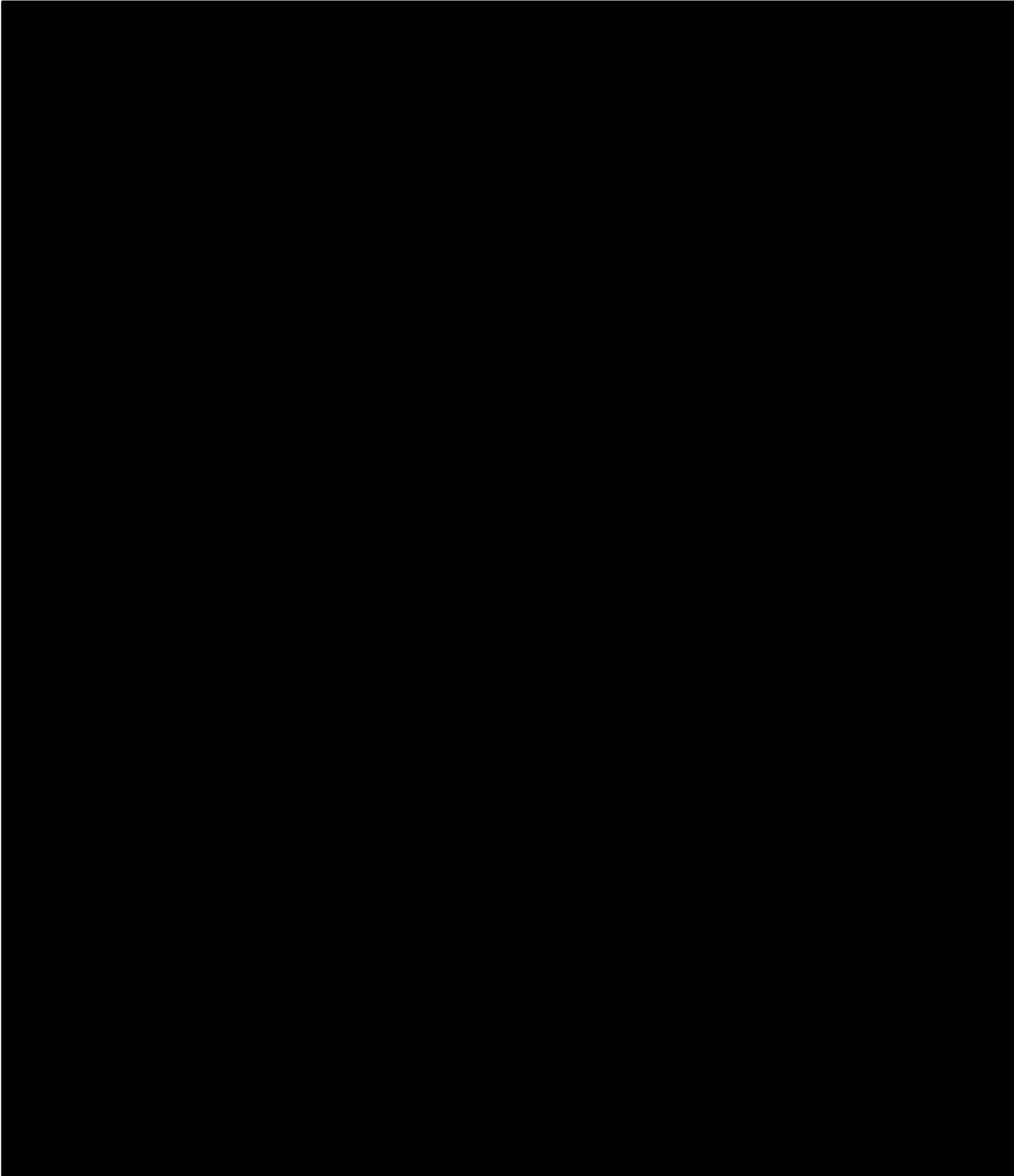
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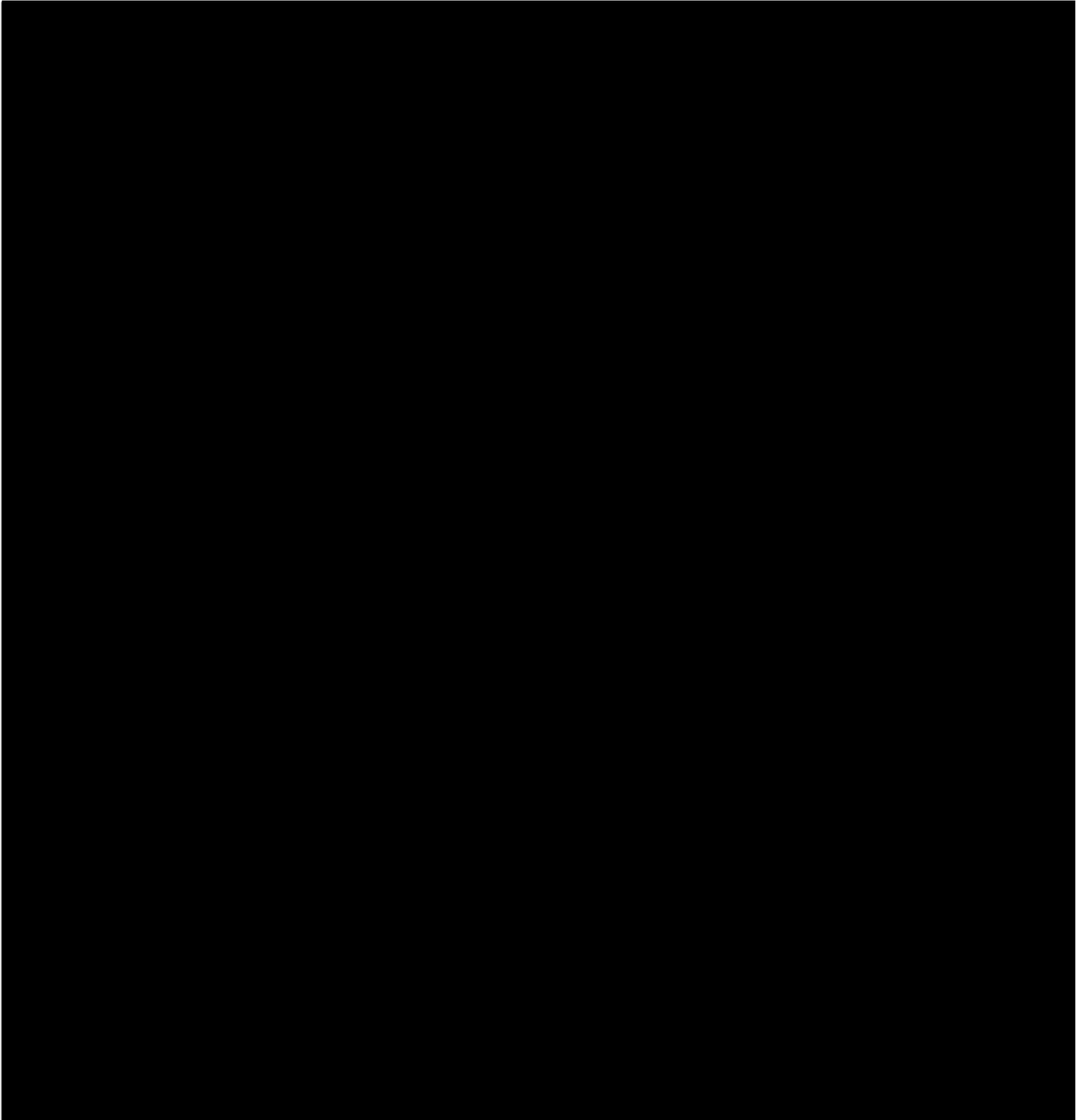
Name: _____

Classification: _____

Natalia Homedi, P.E.
Principal

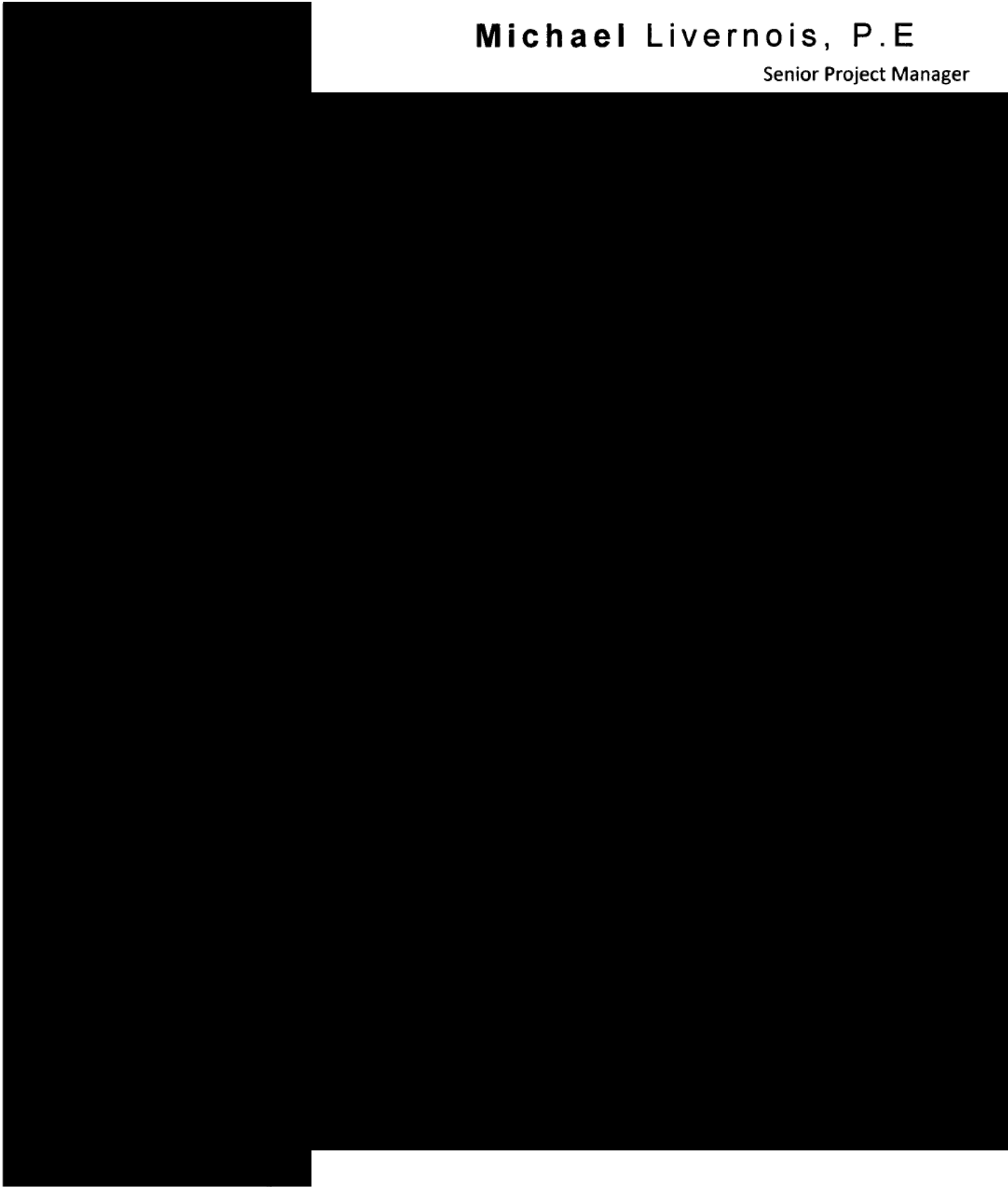


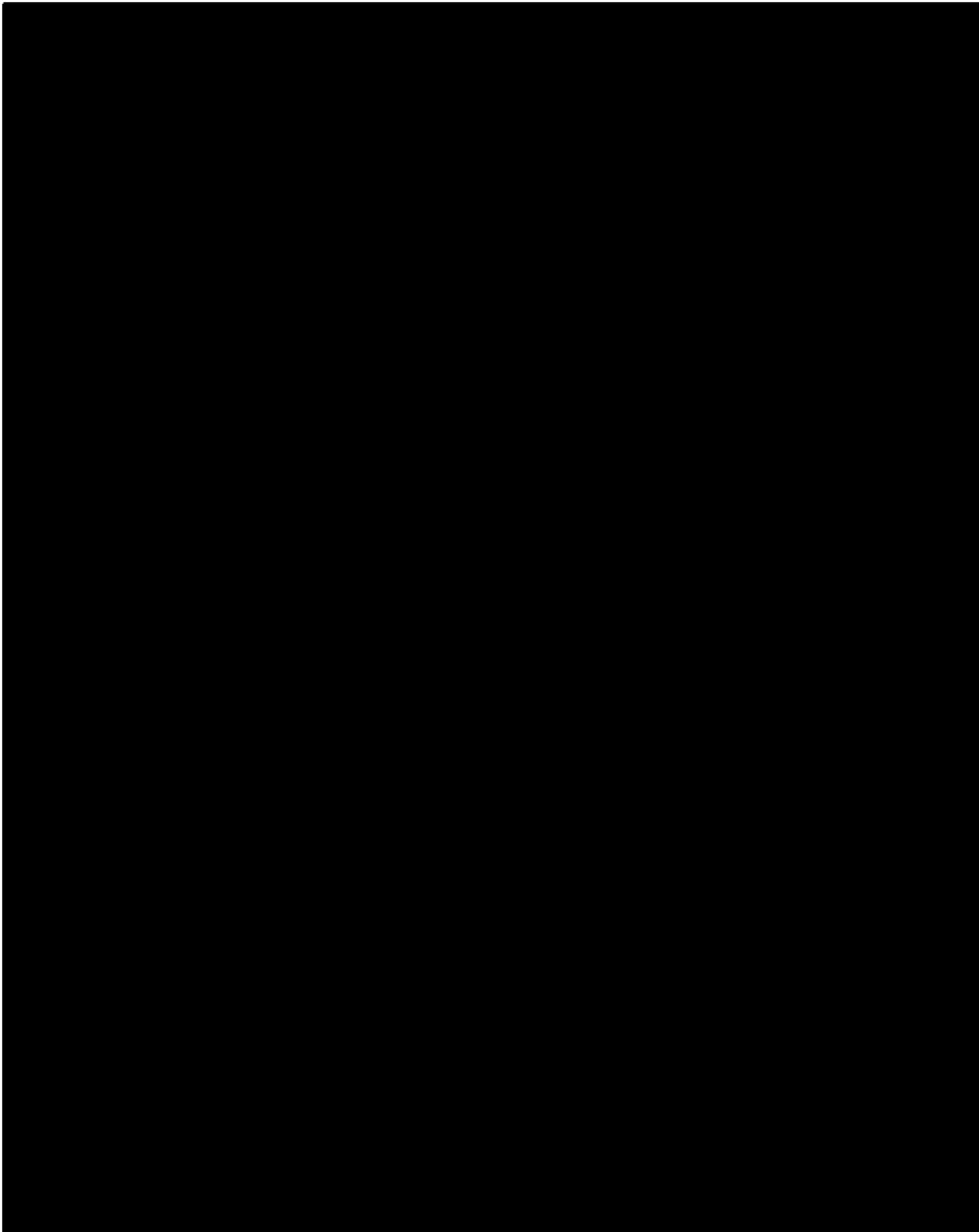




Michael Livernois, P.E

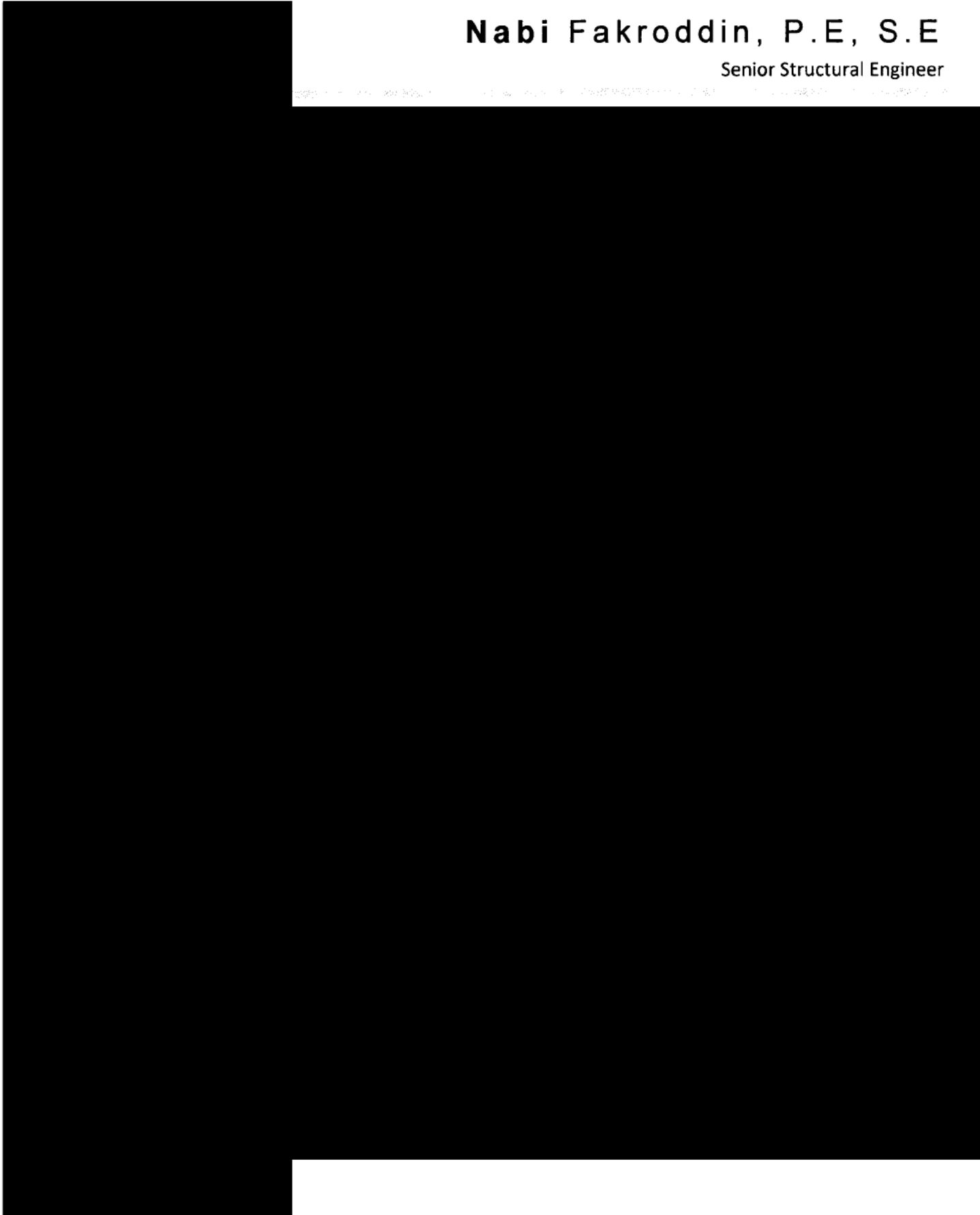
Senior Project Manager

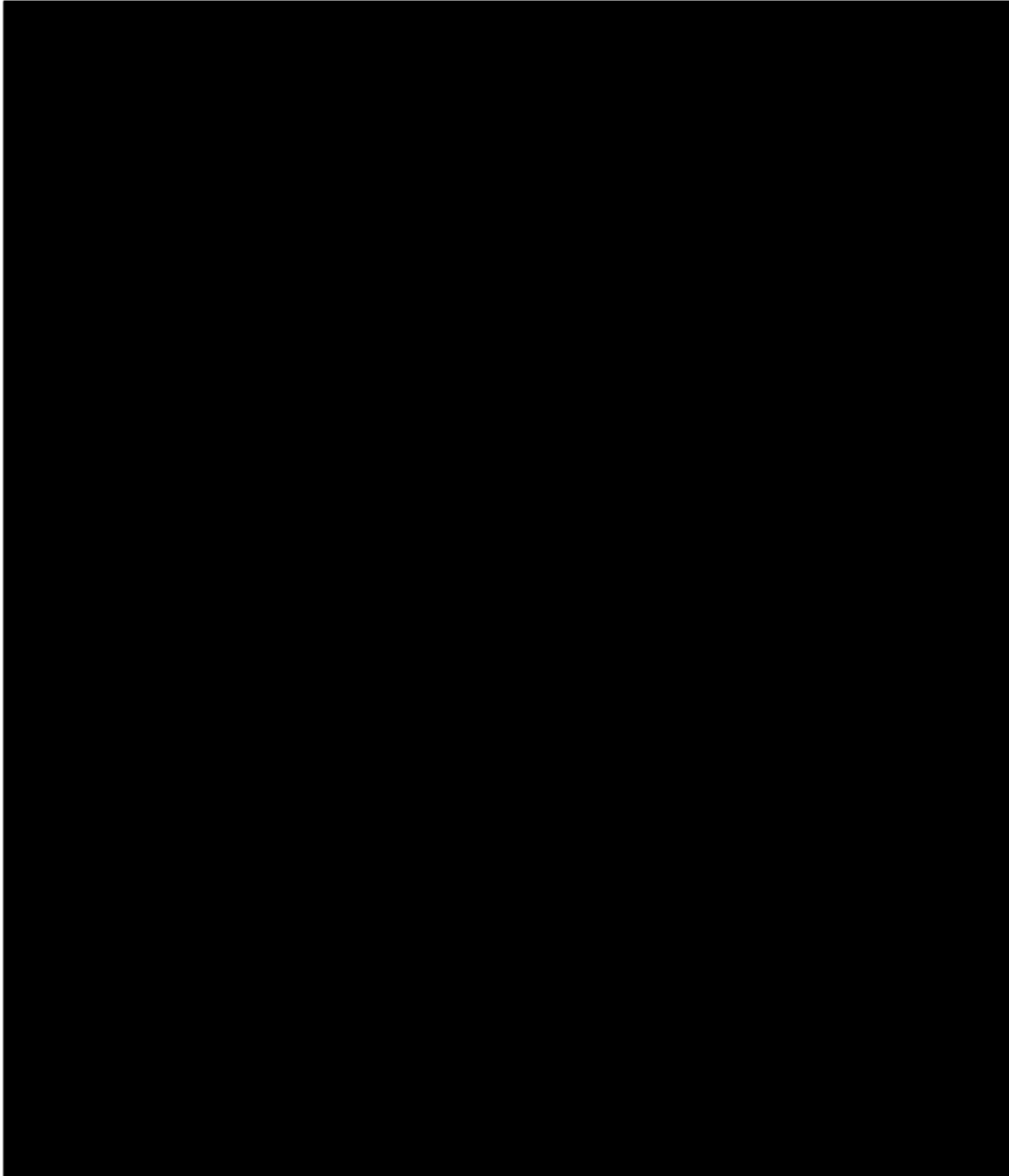




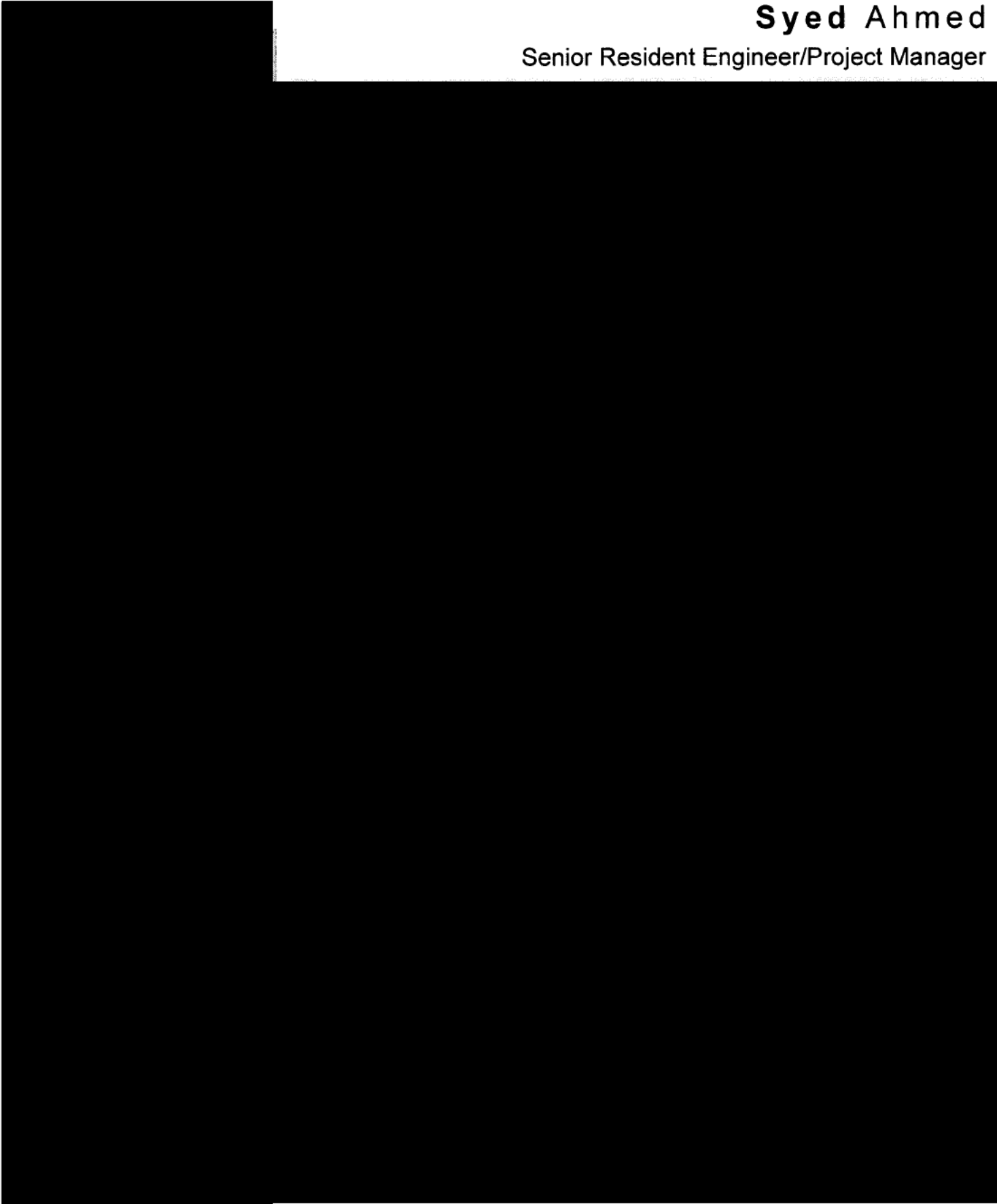
Nabi Fakhroddin, P.E., S.E.

Senior Structural Engineer





Syed Ahmed
Senior Resident Engineer/Project Manager



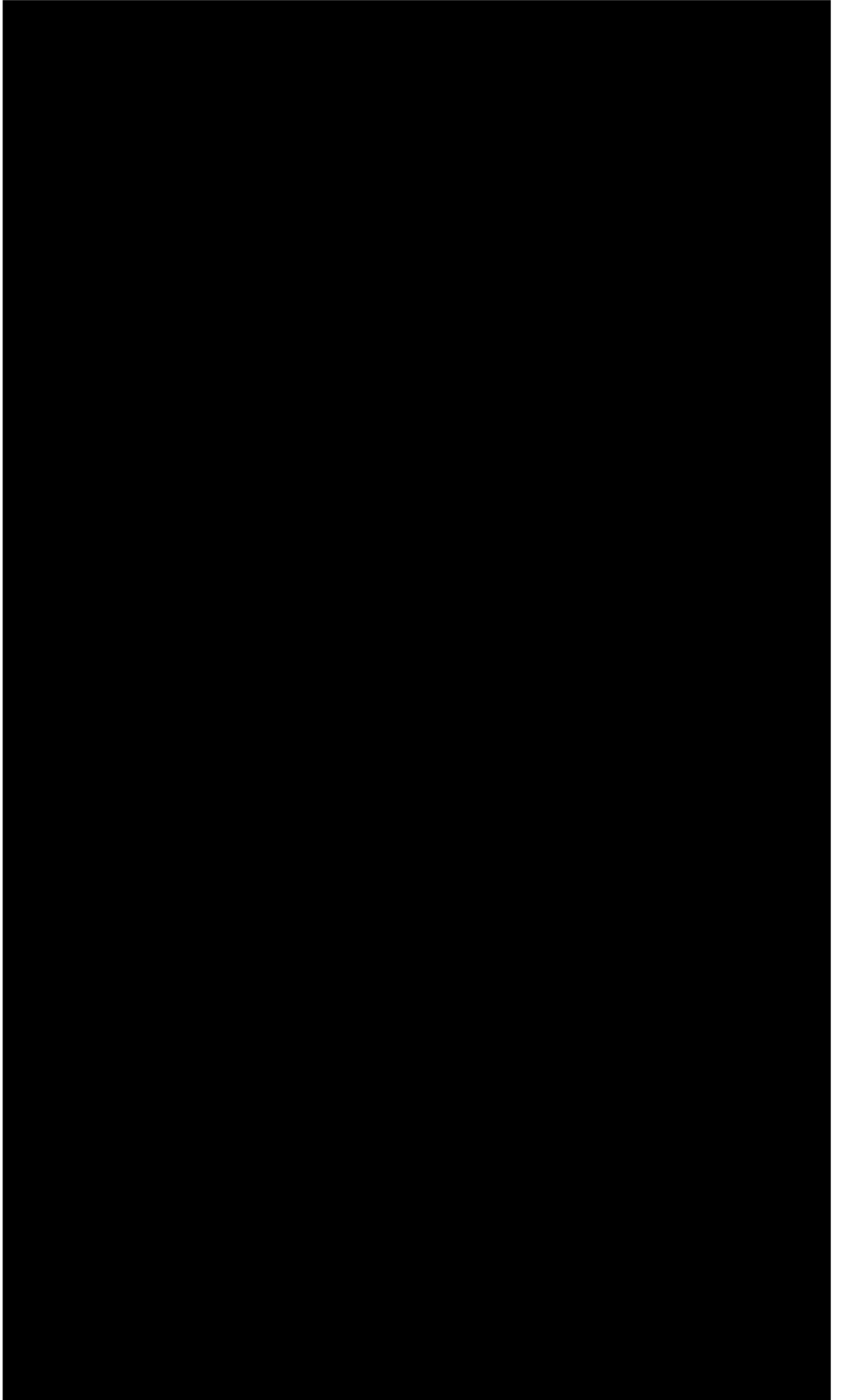


EXHIBIT F

Contract No. RR-18-4382

Atlas Engineering Group, Ltd

SCOPE OF SERVICES

As stated in the SOI, Phase III Engineering Services for the replacement of the Stearns School Road Bridge over the Tri-State Tollway (I-94) near Mile Post 7.5 are required. This project is located in Warren Township, central Lake County, Illinois within the Village of Gurnee. Work tasks will include 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, complete and submit final measurements, calculations and final contract documents to the Illinois State Toll Highway Authority (Tollway) and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway standards, specifications and requirements.

EXHIBIT G

Contract No. RR-18-4382

Atlas Engineering Group, 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
PSB17-2, PTB 185, Item 28	Construction Management Upon Request - Field Collection of Traffic Data	\$1,430,000.00 \$1,600,000.00	\$150,000.00 \$200,000.00	11/30/2019 12/31/2019
PSB17-3, Item 15	Reagan Memorial Tollway, Roadway Reconstruction, York Road Plaza, MP 138.1 to MP 140.5	\$340,824.01	\$75,000.00	12/31/2019
PSB17-3, Item 24	Elgin O'Hare Western Access, Construction Management Upon Request	\$480,000.00	\$300,000.00	12/31/2019
PSB18-3, Item 4	I-294, Temporary ITS Relocation. Construction Management Services.	\$461,400.00	\$300,000.00	5/31/2020
PSB18-3, Item 2	Tri-State Tollway (I-294), Bridge Reconstruction, Burlington Northern Santa Fe (BNSF) Railroad Bridge (M.P. 26.6)	\$477,000.00	\$477,000.00	5/31/2021

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 <u>Primera Engineers, Ltd.</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 52,190.88</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ 3,393.87</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">_____</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">_____</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;"><u>\$ 55,584.75</u></td></tr> </table>	Direct Labor	\$ 52,190.88	Direct Costs	\$ 3,393.87	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	<u>\$ 55,584.75</u>	<p>7 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">_____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;"><u>\$ -</u></td></tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	<u>\$ -</u>
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<p>2 <u>Material Service Testing, Inc.</u></p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ 41,705.30</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ 10,428.95</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">_____</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">_____</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;"><u>\$ 52,134.25</u></td></tr> </table>	Direct Labor	\$ 41,705.30	Direct Costs	\$ 10,428.95	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	<u>\$ 52,134.25</u>	<p>8 _____</p> <table border="0"> <tr><td>Direct Labor</td><td style="text-align: right;">_____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;"><u>\$ -</u></td></tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	<u>\$ -</u>
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 107,719.00

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 107,719.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 11.07%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 11.07%

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1 <u>STV Incorporated</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 77,604.80</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 395.20</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;"><u>\$ 78,000.00</u></td> </tr> </table>	Direct Labor	\$ 77,604.80	Direct Costs	\$ 395.20	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	<u>\$ 78,000.00</u>	<p>6 _____</p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;"><u>\$ -</u></td> </tr> </table>	Direct Labor	_____	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	<u>\$ -</u>
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<p>2 <u>Robinson Engineering, Ltd.</u></p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ 126,784.00</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ 19,768.50</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;"><u>\$ 146,552.50</u></td> </tr> </table>	Direct Labor	\$ 126,784.00	Direct Costs	\$ 19,768.50	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	<u>\$ 146,552.50</u>	<p>7 _____</p> <table border="0"> <tr> <td>Direct Labor</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: right;"><u>\$ -</u></td> </tr> </table>	Direct Labor	\$ -	Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	<u>\$ -</u>
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Services by Others	_____																				
Additional Services **	_____																				
Total this Subconsultant (ULC)	<u>\$ 146,552.50</u>																				
Direct Labor	\$ -																				
Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
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** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 434,290.75

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 434,290.75

Contract Information Sheet

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

Consultant Name: Atkins North America, Inc.

Contract Number: RR-18-4382

Proposal Date: 9/30/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-18-4382

Consultant: Atkins North America, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Construction Inspection	0	0	0	160	160	160	42	0	0	0	4		526
TOTALS				160	160	160	42				4		526

Contract No.: RR-18-4382

Consultant: Atkins North America, 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: David P. Eckert

Classification: Construction Inspector

Name: _____

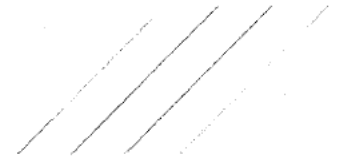
Classification: _____

Name: _____

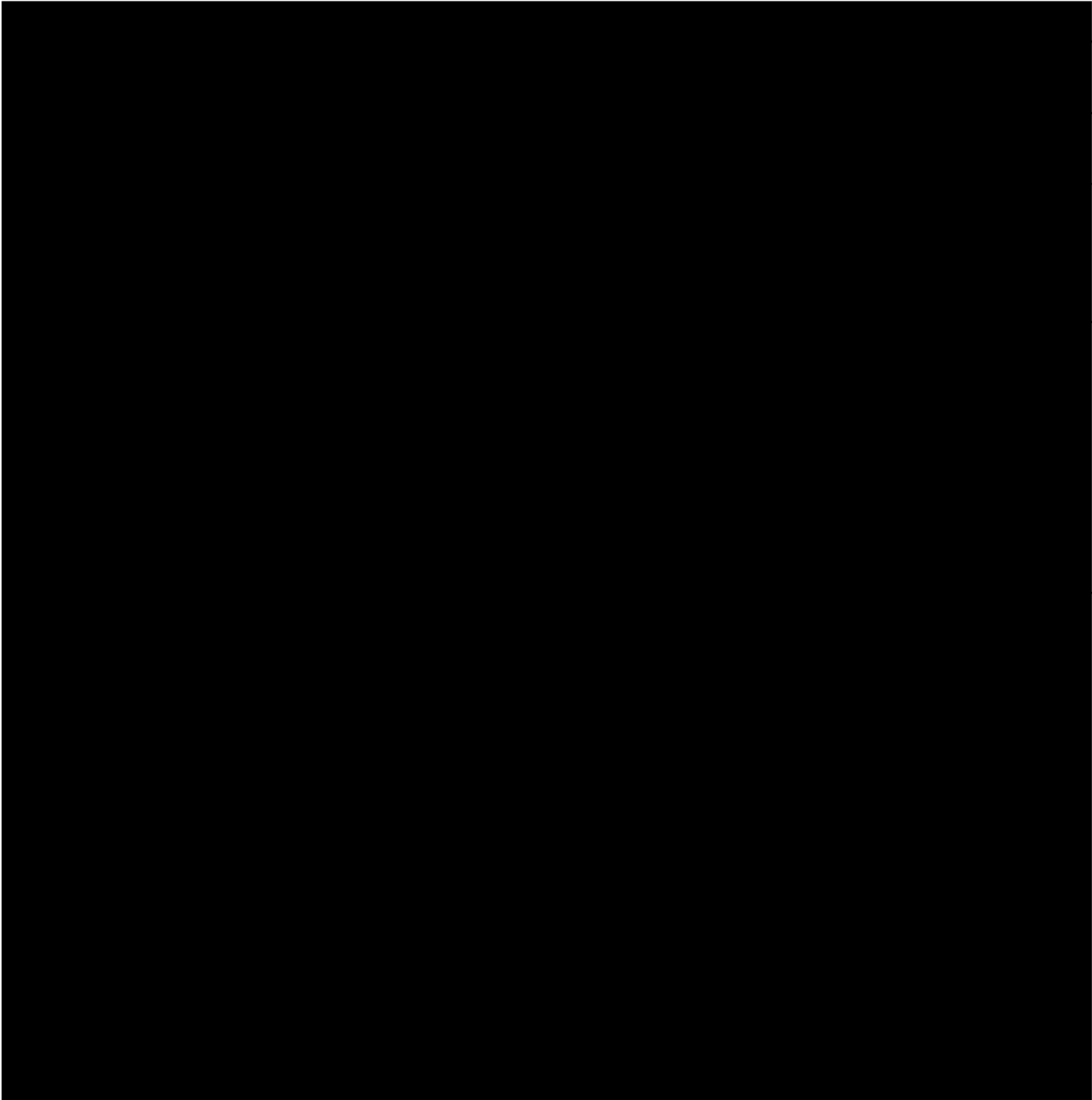
Classification: _____

Name: _____

Classification: _____



David P. Eckert
Construction Inspector



David P. Eckert
Senior Field Representative

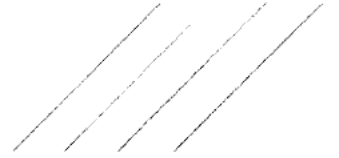


EXHIBIT F

Contract No. RR-18-4382

Atkins North America, Inc.

SCOPE OF SERVICES

As stated in the SOI, Phase III Engineering Services for the replacement of the Stearns School Road Bridge over the Tri-State Tollway (I-94) near Mile Post 7.5 are required. This project is located in Warren Township, central Lake County, Illinois within the Village of Gurnee. Work tasks will include 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, complete and submit final measurements, calculations and final contract documents to the Illinois State Toll Highway Authority (Tollway) and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway standards, specifications and requirements.

EXHIBIT G

Contract No. RR-18-4382

Atkins North America, 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
100065187	The Runway 9R Extension East Package	\$520,272.00	\$75,956.00	12/31/2019
100066694	ORD Runway 9R-27L Extension West Construction Administration Services (Chicago O'Hare International Airport)	\$60,559.00	\$0.00	12/31/2020

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.

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>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>
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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	<table border="0" style="width: 100%;"> <tr><td style="width: 15%;">Direct Labor</td><td style="width: 15%; border-bottom: 1px solid black;"></td><td style="width: 15%;"></td><td style="width: 15%;"></td></tr> <tr><td>Direct Costs</td><td style="border-bottom: 1px solid black;"></td><td></td><td></td></tr> <tr><td>Services by Others</td><td style="border-bottom: 1px solid black;"></td><td></td><td></td></tr> <tr><td>Additional Services **</td><td style="border-bottom: 1px solid black;"></td><td></td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td></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)		\$	-	6	<table border="0" style="width: 100%;"> <tr><td style="width: 15%;">Direct Labor</td><td style="width: 15%; border-bottom: 1px solid black;"></td><td style="width: 15%;"></td><td style="width: 15%;"></td></tr> <tr><td>Direct Costs</td><td style="border-bottom: 1px solid black;"></td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td style="border-bottom: 1px solid black;"></td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td style="border-bottom: 1px solid black;"></td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td></td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr> </table>	Direct Labor				Direct Costs		\$	-	Services by Others		\$	-	Additional Services **		\$	-	Total this Subconsultant (ULC)		\$	-
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Total this Subconsultant (ULC)		\$	-																																								
Direct Labor																																											
Direct Costs		\$	-																																								
Services by Others		\$	-																																								
Additional Services **		\$	-																																								
Total this Subconsultant (ULC)		\$	-																																								

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants:	\$	-
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-18-4382

Proposal Date: 9/30/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-18-4382

Consultant: ESI Consultants, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	483	
Construction Inspection													4	4
TOTALS													4	4

Contract No.: RR-18-4382

Consultant: ESI Consultants, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: Abdallah Abdallah

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

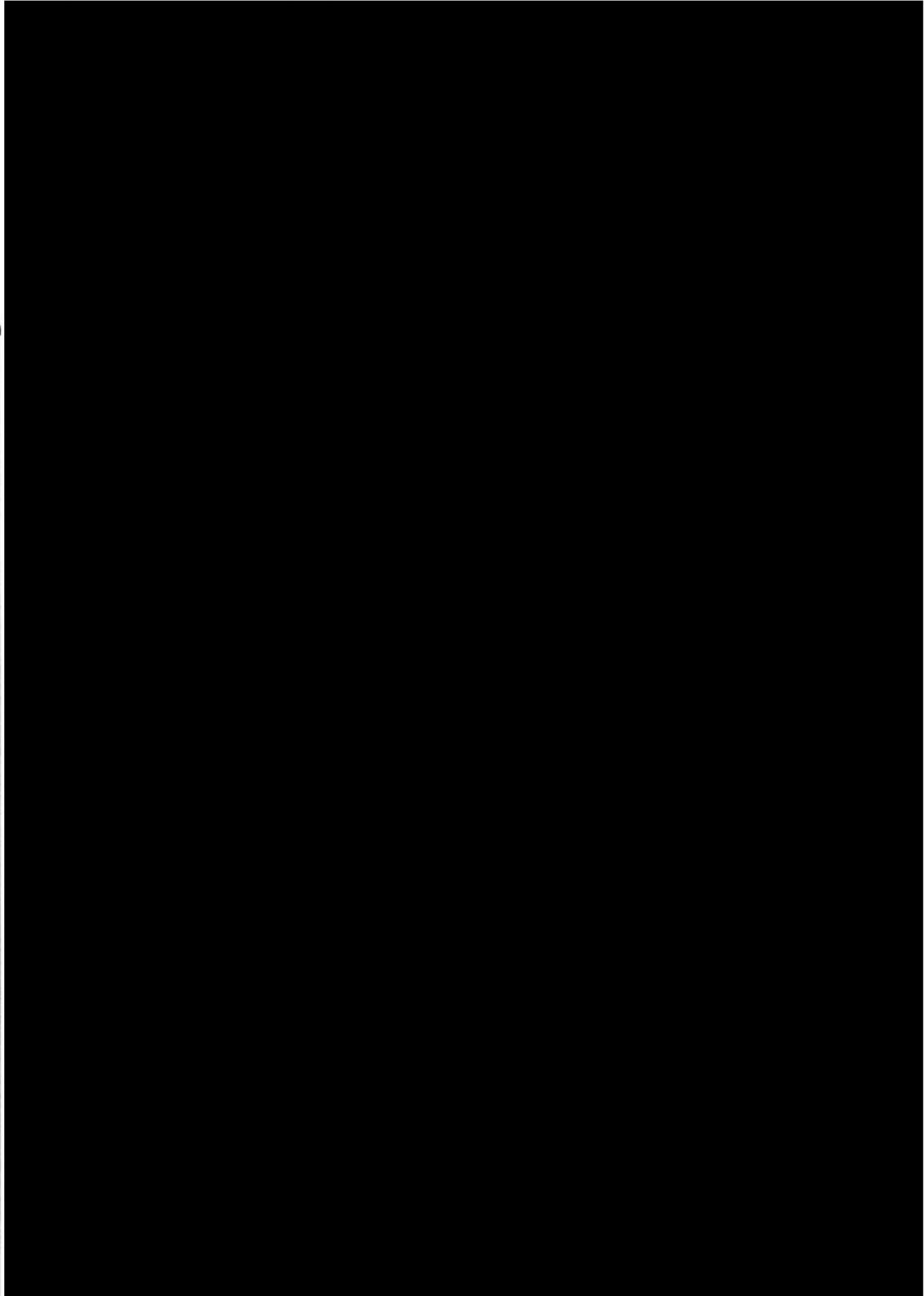
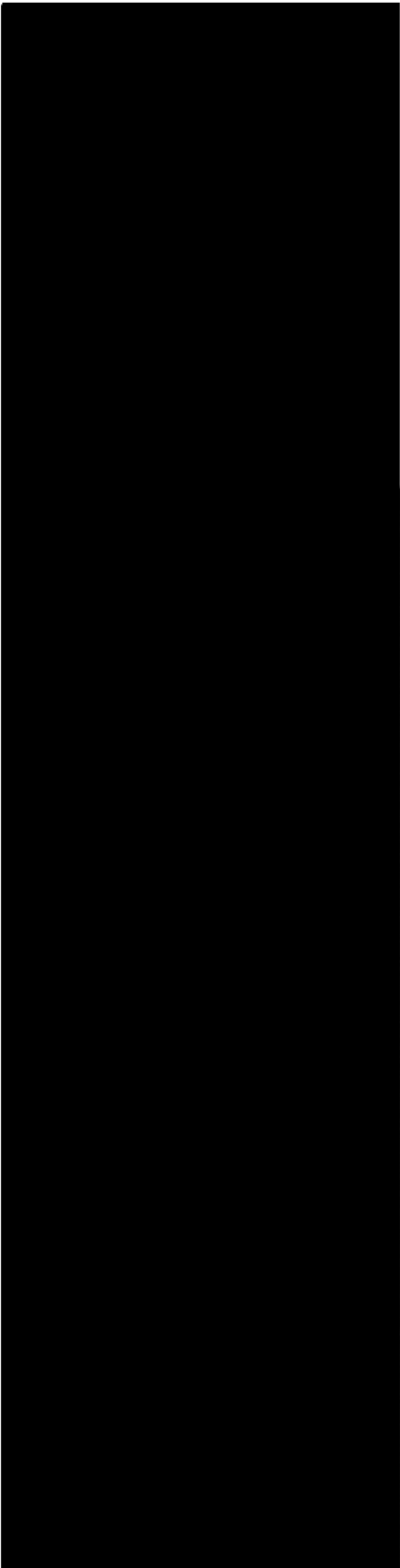
Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____



Excellence, Service, Integrity
www.esiltd.com

EXHIBIT F

Contract No. RR-18-4382

ESI Consultants, Ltd.

SCOPE OF SERVICES

As stated in the SOI, Phase III Engineering Services for the replacement of the Stearns School Road Bridge over the Tri-State Tollway (I-94) near Mile Post 7.5 are required. This project is located in Warren Township, central Lake County, Illinois within the Village of Gurnee. Work tasks will include 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, complete and submit final measurements, calculations and final contract documents to the Illinois State Toll Highway Authority (Tollway) and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway standards, specifications and requirements.

EXHIBIT G

Contract No. RR-18-4382

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
PSB16-1, #4	Maintenance Facilities CM Upon Reques	\$4,000,000.00	\$150,000.00	2/15/2020
PSB 18-3, #3	Maintenance Facilities CM Upon Reques	\$7,000,000.00	\$6,000,000.00	6/1/2022
	South Arsenal Road at IL 53	\$330,000.00	\$40,000.00	5/1/2020
	Peotone Road at IL 53	\$250,000.00	\$230,000.00	11/15/2020
PTB #183, #1	Wood Street Reconstruction - CM	\$283,000.00	\$283,000.00	11/1/2020
PTB 184, #28	Design Services - Various	\$100,000.00	\$100,000.00	12/1/2020
PTB 184, #33	Design Services - Various	\$500,000.00	\$400,000.00	12/31/2020
PTB 189, #15	Kennedy Expressway Reversibles - CM	Pending	Pending	12/31/2020
	US 6 at I-55 Widening and Traffic Signals	\$127,000.00	\$50,000.00	2/15/2020
	Kings Drive Reconstruction - Desigi	\$408,000.00	\$160,000.00	12/31/2019
	Cedar Rd. over Spring Creek - CM	\$250,000.00	\$220,000.00	12/1/2020
	Grand Avenue Grade Separatior	\$1,500,000.00	\$1,500,000.00	12/1/2021
	County Line Road Reconstruction - CM	\$150,000.00	\$15,000.00	12/1/2020

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.

DBE/MBE/WBE SUBCONSULTANTS

1

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)	\$ _____	-

2

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)	\$ _____	-

3

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)	\$ _____	-

4

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)	\$ _____	-

5

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

11

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)	\$ -	

12

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: Material Service Testing, Inc.

Contract Number: RR-18-4382

Proposal Date: 9/30/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

QA Testing Tasks and Descriptions - RR-18-4382

1	TSR Gyratory Compactor	ILLINOIS modified 03/01/09 AASHTO T283-02, 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 N90 and N105)	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			
	Ignition oven (2)	ILLINOIS modified 04/01/10 AASHTO T308-09, ASTM D6307-05(2010)			
4	Washed Gradation	ILLINOIS modified 11/01/96 AASHTO T30-93, ASTM D5444-08	\$1,881.00	\$2,821.50	\$0.00
	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			
5	Gmb (Bulk specific gravity)	ILLINOIS modified 04/01/10 AASHTO T166-07 (Method A and C), ASTM D2726-10			
	Gyratory Compactor	ILLINOIS modified 05/01/07 AASHTO T312-04, ASTM D6925-09	\$1,170.00	\$1,755.00	\$0.00
	Washed Gradation	ILLINOIS modified 11/01/96 AASHTO T30-93, ASTM D5444-08			
	Gison Shaker	ILLINOIS modified 04/01/10 AASHTO T27-06, ASTM C136-06			
6	Oraindown 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			
7	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			
8	Spitting HMA sample	AASHTO R47	\$268.00	\$402.00	\$0.00
	Reflux extraction	ILLINOIS modified 04/01/10 AASHTO T164-94, ASTM D2172-88			
8	Spitting HMA sample	AASHTO R47	\$219.00	\$328.50	\$0.00
	Gmm (Maximum Specific gravity)	ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2041-03a			

9	Splitting HMA sample Gmb (Bulk specific gravity)	AASHTO R47 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 R47 ILLINOIS modified 04/01/10 AASHTO T308-09 , ASTM D6307-05(2010)	\$155.00	\$232.50	\$0.00
11	Splitting HMA sample ignition oven Washed Gradation	AASHTO R47 ILLINOIS modified 04/01/10 AASHTO T308-09 , ASTM D6307-05(2010) ILLINOIS modified 11/01/96 AASHTO T30-93 , ASTM D5444-08	\$180.00	\$270.00	\$0.00
12	Nuclear asphalt content	ASTM D2950-81	\$254.00	\$381.00	\$0.00
13	TSR	ILLINOIS modified 03/01/09 AASHTO T283-02 , ASTM D4867/D4867-09	\$557.00	\$835.50	\$0.00
14	Gmm (Maximum Specific gravity)	ILLINOIS modified 04/01/08 AASHTO T209-05, ASTM D2041-03a	\$219.00	\$328.50	\$0.00
	Gmb (Bulk specific gravity)	ILLINOIS modified 04/01/10AASHTO T166-07 (Method A and C), ASTM D2726-10	\$200.00	\$300.00	\$0.00
	Reflux extraction	ILLINOIS modified 04/01/10 AASHTO T164-94 , ASTM D2172-88	\$268.00	\$402.00	\$0.00
	Gyrotory Compactor TSR	ILLINOIS modified 05/01/07 AASHTO T312-04 , ASTM D6925-09 ILLINOIS modified 03/01/09 AASHTO T283-02 , ASTM D4867/D4867-09	\$488.00 \$173.00	\$732.00	\$0.00
15	Core density Asphalt Analyzer	ILLINOIS modified 04/01/10 AASHTO T166-07 HMA	\$67.00 \$329.00	\$100.50 \$493.50	\$0.00 \$0.00
16	Flow and stability	ILLINOIS modified 01/01/98 AASHTO T245-94 , ASTM D4867/D4867M-09	\$231.00	\$346.50	\$0.00
17	Average rate for HMA level I technician	Per Hour	\$147.00		\$0.00
18	Average rate for HMA level II technician	Per Hour	\$163.00		\$0.00
19	Average rate for HMA level III technician	Per Hour	\$173.00		\$0.00
20	Average rate for density technician	Per Hour	\$137.00		\$0.00
21	Concrete breaks: cylinder (wet curing)	ILLINOIS modified 04/01/08 AASHTO T22-07 ,ASTM C39/C39M-10, ASTM C192	\$26.00	\$39.00	\$0.00
22	Concrete breaks: cylinder (dry curing)	ILLINOIS modified 04/01/08 AASHTO T22-07 ,ASTM C39-C39M-10	\$24.00	\$36.00	\$0.00
23	Beam braking: center point load (with curing)	ILLINOIS modified 04/01/09 AASHTO T177-09, ASTM C192, ASTM C78-08	\$44.00	\$66.00	\$0.00
24	Beam braking: third point load (with curing)	ILLINOIS modified 04/01/09 AASHTO T177-09, ASTM C192, ASTM C78-08	\$67.00	\$100.50	\$0.00
25	Average rate for concrete level I technician	Per Hour	\$147.00		\$0.00
26	Average rate for concrete level II technician	Per Hour	\$163.00		\$0.00
27	Washed Gradation	ILLINOIS modified 04/01/10AASHTO T27-06, ASTM C136-06	\$165.00	\$247.50	\$0.00
	Reducing sample size	ILLINOIS modified 04/01/10 AASHTO T248, ASTM C702-98(2003)			
28	Particle size analysis	AASHTO T88-00 (2008), ASTM D422-63(2007)	\$252.00	\$378.00	\$0.00
29	Coarse aggregate specific gravity	ILLINOIS modified 04/01/10 AASHTO T85-08, ASTM C127-07	\$205.00	\$307.50	\$0.00
30	Fine aggregate specific gravity	ILLINOIS modified 04/01/10 AASHTO T84-09, ASTM C128-07a	\$259.00	\$388.50	\$0.00
31	Fine Aggregate specific gravity verification	ILLINOIS modified 04/01/10 AASHTO T84-09, ASTM C128-07a	\$283.00	\$424.50	\$0.00
32	Coarse Aggregate specific gravity verification	ILLINOIS modified 04/01/10 AASHTO T85-08, ASTM C127-07	\$283.00	\$424.50	\$0.00
33	RAP specific gravity	ILLINOIS modified 04/01/10 AASHTO T85-08, ASTM C127-07	\$208.00	\$312.00	\$0.00
34	RAS specific gravity	District 1 Method	\$209.00	\$313.50	\$0.00
35	Slag counts	Ignition test plus count	\$229.00	\$343.50	\$0.00
36	Modified proctor	ILLINOIS modified 04/01/1 AASHTO T180-09, ASTM D1557-09	\$397.00	\$595.50	\$0.00
37	Aggregate technician (5-day)	Per Hour	\$158.00		\$0.00
38	Standard proctor	ILLINOIS modified 04/01/10 AASHTO T99-09(2004), ASTM D698-07e1	\$312.00	\$468.00	\$0.00
39	Liquid limits	AASHTO T89-02(2006), ASTM D4318-10	\$155.00	\$232.50	\$0.00
	Plastic limits	AASHTO T90-02(2008), ASTM D4318-10			
40	Hydrometer analysis	AASHTO T88-00(2008), ASTM D422-63(2007)	\$206.00	\$309.00	\$0.00
41	Soil technician	Per Hour	\$158.00		\$0.00
42	Laboratory technician	Per Hour	\$158.00		\$0.00
43	Source inspector	Per Hour	\$176.00		\$0.00

44	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	\$0.00
48	Core cutting over 12"	Per Core	\$198.00	\$297.00	\$0.00
49	Core sawing	Concrete and Bituminous - Per Lineal Foot	\$76.00	\$114.00	\$0.00
50	Project manager	Per Hour	\$173.00		\$0.00
51	Mileage	Per Mile			\$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	\$991.00	\$586.50	\$0.00
58	Hamburg Wheel w/mix design	AASHTO T324	\$1,236.00	\$1,854.00	\$0.00
59	Hamburg Wheel w/o mix design	AASHTO T324	\$1,288.00	\$1,932.00	\$0.00
60	Hamburg Wheel on prepared sample	AASHTO T324	\$773.00	\$1,159.50	\$0.00
61	Hamburg Wheel on pavement core	AASHTO T324	\$876.00	\$1,314.00	\$0.00
62	Polarized Light Microscopy (PLM)	EPA 6--/R-93/116 (by a NIST Accredited Laboratory) - Per Sample	\$39.00	\$58.50	\$0.00
63	Organic Content by Wet Combustion	AASHTO T. 194	\$92.00	\$138.00	\$0.00
64	PGE Gradation Test - washed or dry		\$347.00	\$520.50	\$0.00
65	Concrete breaks: Light Weight Cellular Concrete	ASTM C-495	\$52.00	\$78.00	\$0.00
66	Shot Crete Pannel Coring	Per Pannel	\$300.00	\$450.00	\$0.00
67	Shot Crete Pannel Core Compressive Strenght Testing	Per Core	\$57.00	\$85.50	\$0.00
68	Determination of Applied Prime	Per Test	\$155.00	\$232.50	\$0.00
69	Moisture Content	AASHTO T265	\$20.00	\$30.00	\$0.00
70	Unconfined Compressive Strength Test	AASHTO T208	\$50.00	\$75.00	\$0.00
71	Unconsolidated Undrained Triaxial Test	AASHTO T296	\$500.00	\$750.00	\$0.00
72	Consolidated Undrained Triaxial Test	ASTM D-4767 - Includes 3 points	\$900.00	\$1,350.00	\$0.00
73	One Dimensional Consolidation Test	AASHTO T216	\$250.00	\$375.00	\$0.00
74	PH of Soil	ASTM D-2437	\$52.00	\$78.00	\$0.00
76	CBR	ASTM D-1883	\$525.00	\$787.50	\$0.00
					Total \$0.00

Contract No.: RR-18-4382

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: Richard Ferro

Classification: Materials QA Technician

Name: James Shopoff

Classification: Materials QA Technician

Name: _____

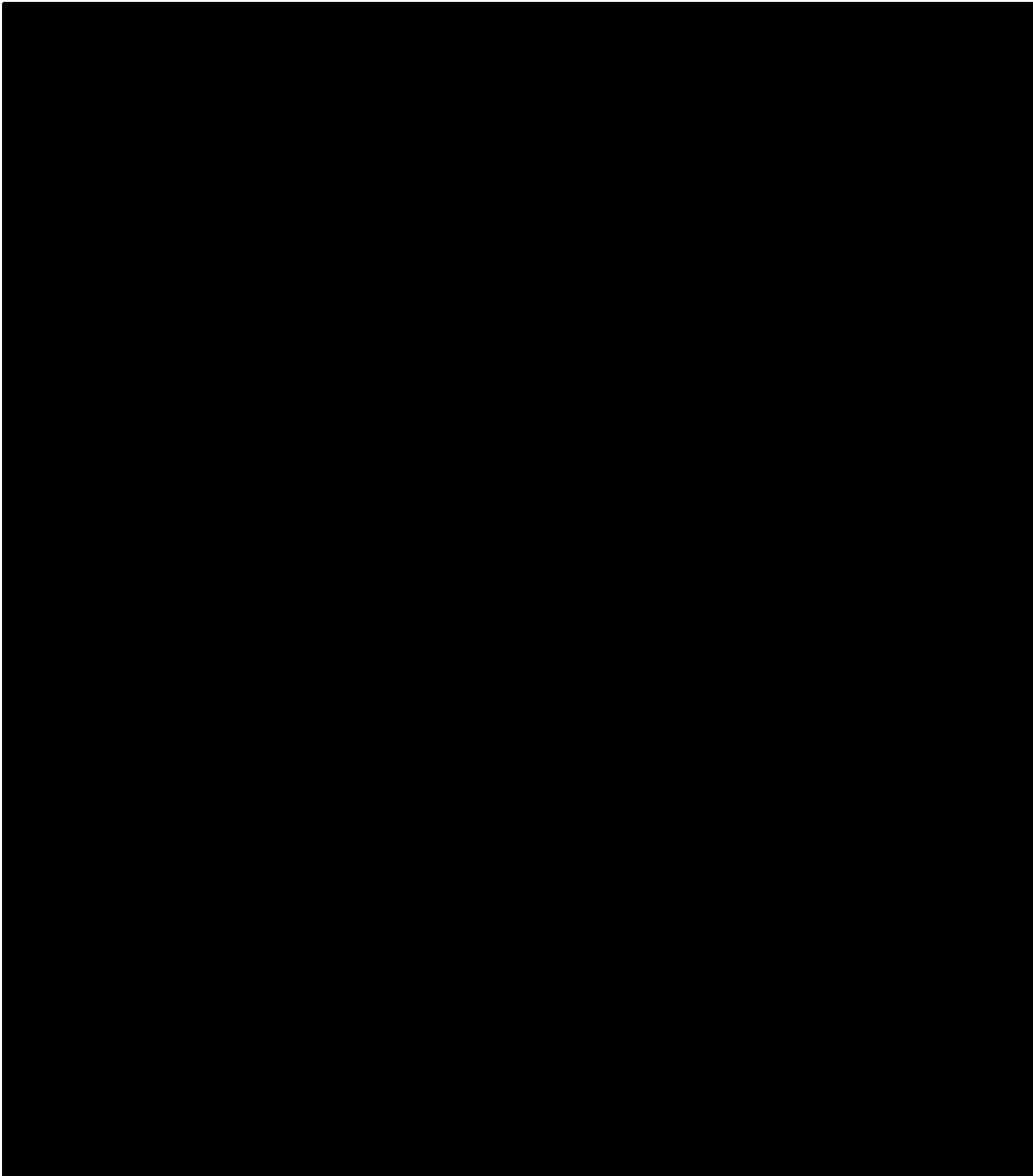
Classification: _____

Name: _____

Classification: _____



RICHARD FERRO
MATERIALS QA TECHNICIAN





MATERIAL SERVICE TESTING

JAMES SHOPOFF
MATERIALS QA TECHNICIAN

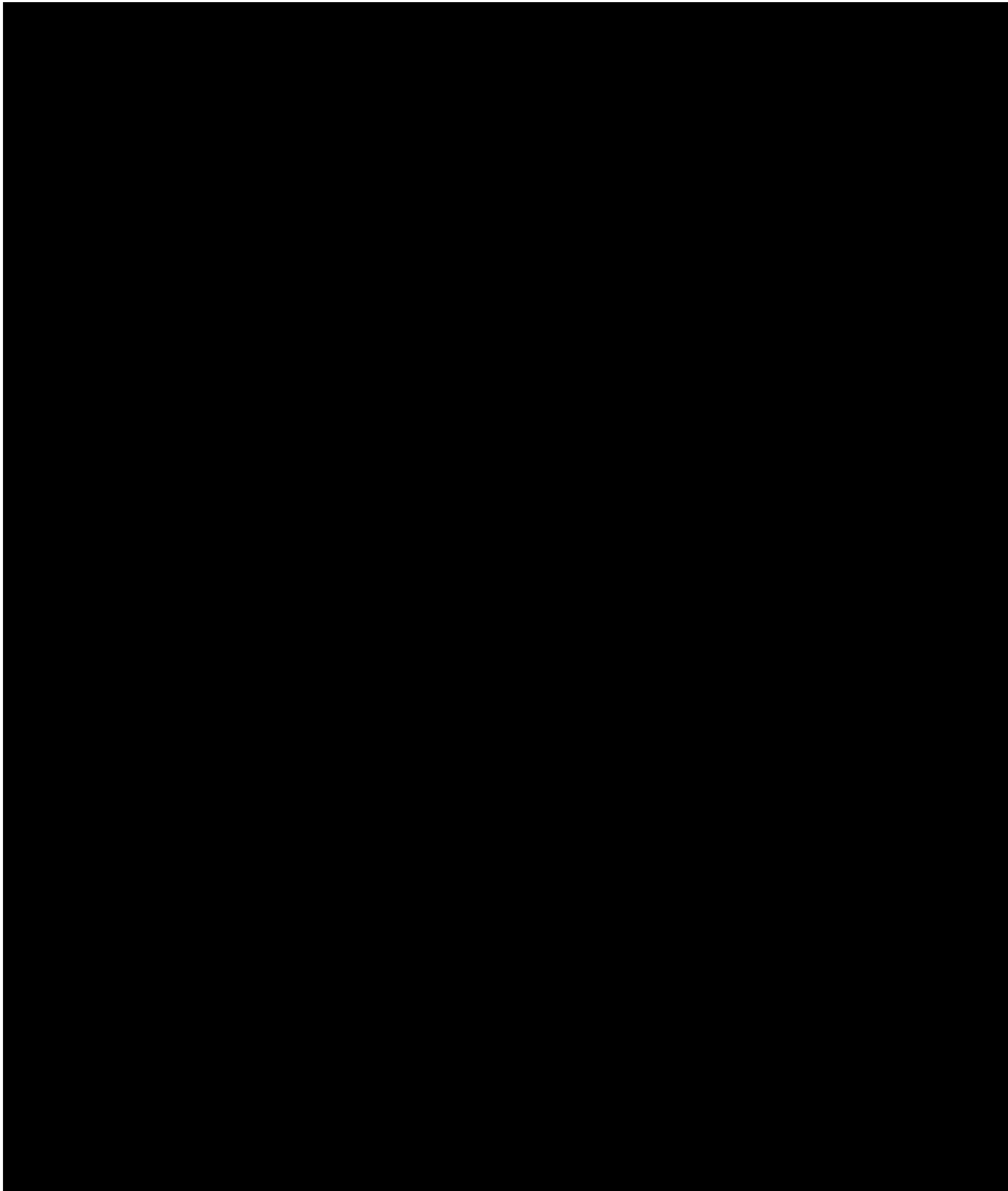


EXHIBIT F

Contract No. RR-18-4382

Material Service Testing, Inc.

SCOPE OF SERVICES

As stated in the SOI, Phase III Engineering Services for the replacement of the Stearns School Road Bridge over the Tri-State Tollway (I-94) near Mile Post 7.5 are required. This project is located in Warren Township, central Lake County, Illinois within the Village of Gurnee. Work tasks will include 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, complete and submit final measurements, calculations and final contract documents to the Illinois State Toll Highway Authority (Tollway) and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway standards, specifications and requirements.

EXHIBIT G

Contract No. RR-18-4382

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
I-16-4252	Systemwide Maintenance Facilities	\$158,035.00	\$21,907.00	12/31/2019
I-18-4420	I-294/I-57 Tri State Tollway MP 7.6 (I-57)	\$412,962.00	\$412,962.00	7/31/2023
RR-18-4382	Tri State Tollway Stern School Rd Bridge	Contract Pending		
RR-14-4200	Maintenance Facilities M-2, M-14	\$54,000.00	\$30,808.00	12/31/2018
I-15-4659	Elgin O'Hare Western Access: Design and Const Mgmt	\$63,384.00	\$8,301.00	12/31/2019
I-18-4701	Const Mgmt Services Upon Request	\$2,670,000.00	\$2,670,000.00	11/30/2024
RR-18-4435	Jane Adams Memorial Tollway Pavement & Bridge Preservation	\$125,255.00	\$125,255.00	
I-17-4315	Tri-State Tollway- CM Upon Request	\$241,203.24	\$148,739.00	12/1/2019
I-17-4681	EOWA at IL 19	Contract Pending		
RR-17-9292	Job Order Contracting	Contract Pending		
RR-16-4282	Russell Road to Lake Cook Road	\$227,756.00	\$43,685.00	5/1/2019
RR-18-4354	Systemwide, Design and Construction Mgmt Services for Landscape Services upon request	\$80,000.00	\$80,000.00	5/31/2019
RR-18-9206	Materials Engineering Services, Systemwide	\$2,583,750.00	\$2,177,836.00	12/31/2023
RR-18-4377	Systemwide Maintenance Facilities	\$325,000.00	\$231,831.00	12/1/2019
RR-18-4698	I-490 Design and CM Services	\$280,000.00	\$218,683.00	12/31/2021
I-18-4413	I-294 Temporary ITS Relocation	\$138,420.00	\$136,908.00	6/30/2020
C-91-007-15	US 41 at IL 132	\$140,218.00	\$48,094.00	7/10/1905
C-91-013-14	US 6: Will Cook to W of US Rt. 45	\$753,958.63	\$76,635.00	11/30/2018
C-94-053-16	Materials PM for Various PCC/HMA\AGG	\$2,250,000.00	\$894,527.00	10/1/2020
C-91-173-17	US Route 20: Lake St at IL 59	\$139,817.00	\$11,701.00	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	\$360,565.00	\$113,485.00	6/30/2019
C-91-229-15	Construction Inspection for US 14 at WC RR	\$95,000.00	\$95,000.00	10/1/2020

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.

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** Additional services funds require prior authorization before use

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

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

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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: Orion Engineers, LLC

Contract Number: RR-18-4382

Proposal Date: 9/30/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-18-4382

Consultant: Orion Engineers, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Construction Inspection	0	0	0	0	160	160	160	160	120	40	8		808
TOTALS					160	160	160	160	120	40	8		808

Contract No.: RR-18-4382

Consultant: Orion Engineers, 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: Michael Mlekowski

Classification: Construction Inspector

Name: Antonio Lubanski

Classification: Construction Inspector

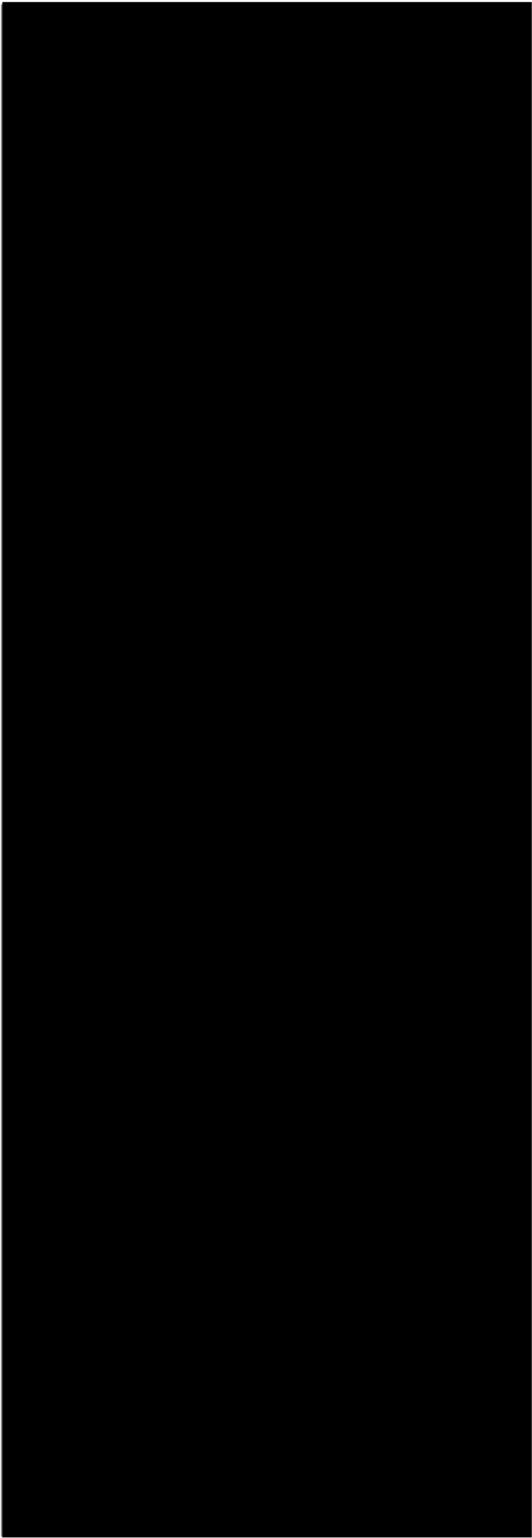
Name: _____

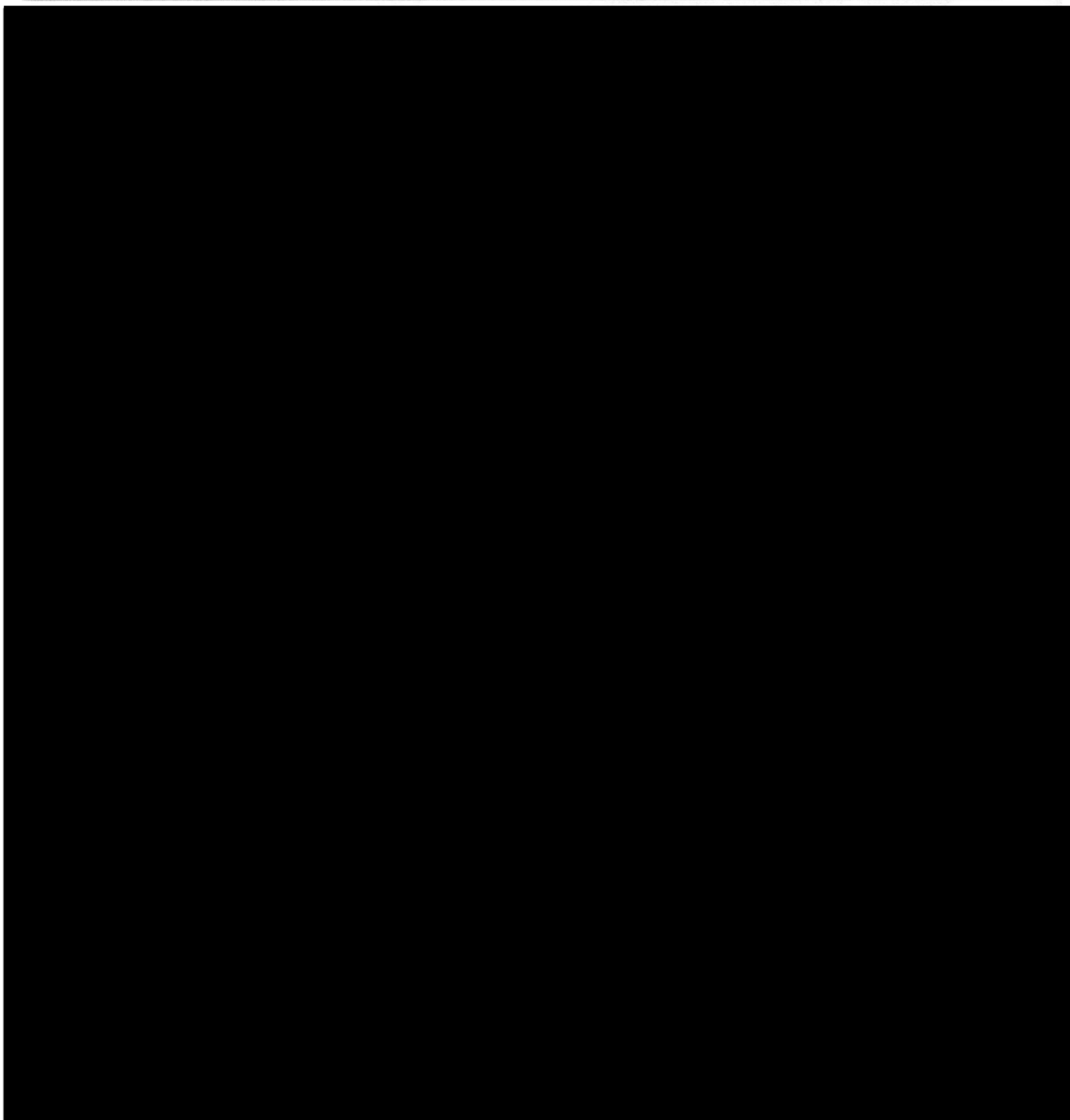
Classification: _____

Name: _____

Classification: _____

Michael Mlekowski
Staff Engineer





Antonio Lubanski
Staff Engineer

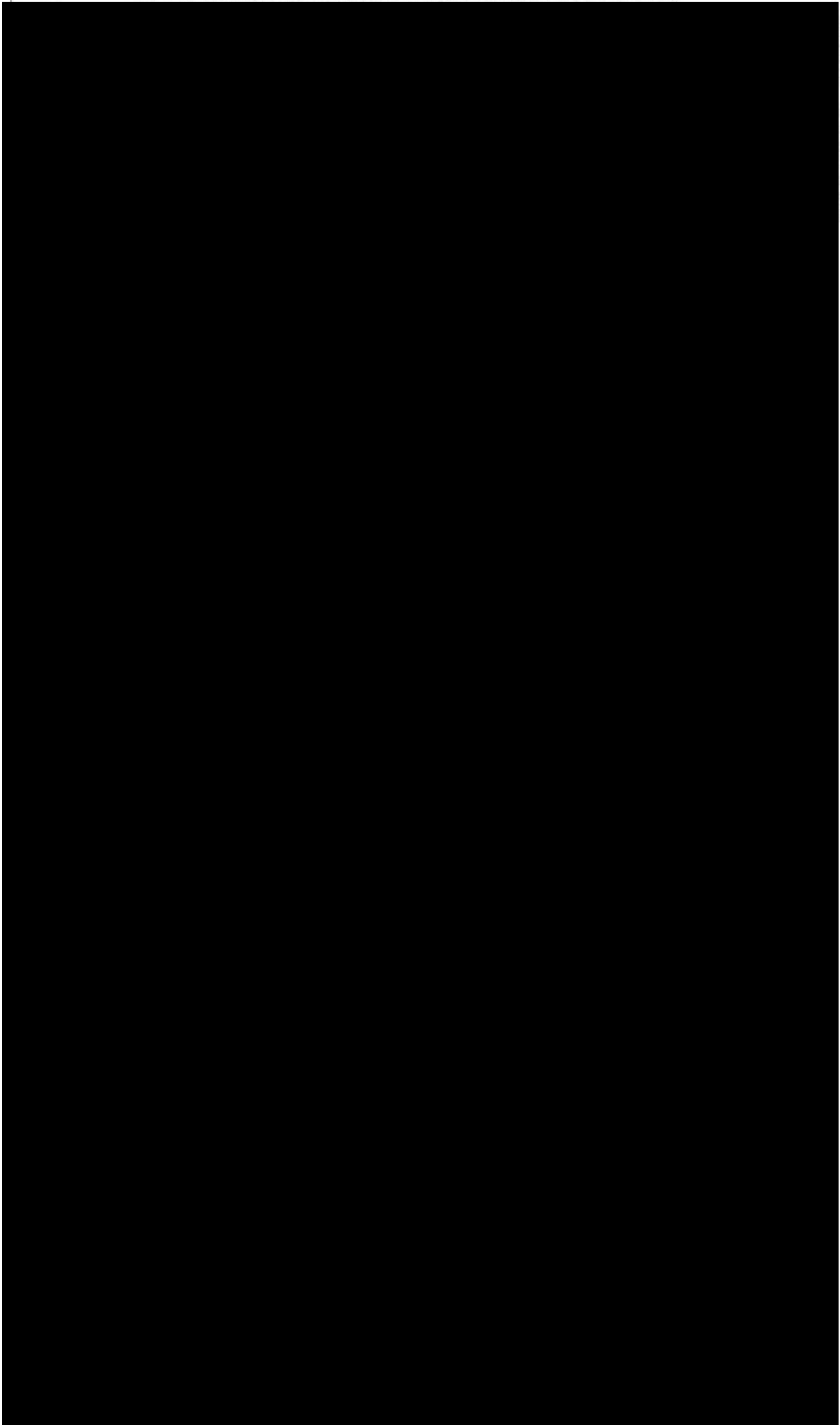
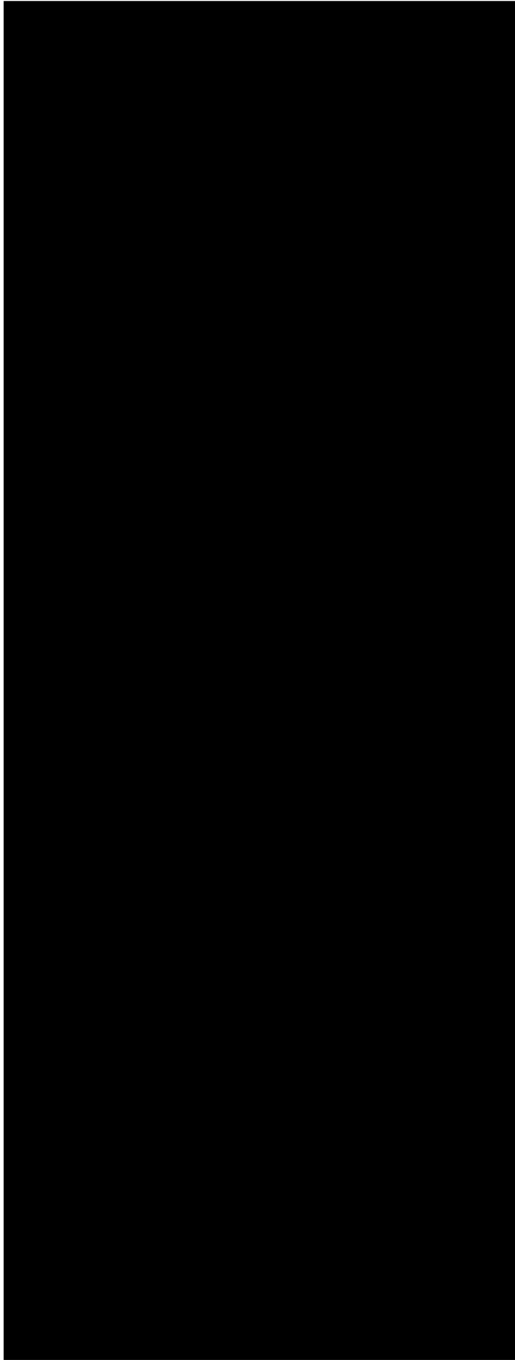


EXHIBIT F

Contract No. RR-18-4382

Orion Engineers, LLC

SCOPE OF SERVICES

As stated in the SOI, Phase III Engineering Services for the replacement of the Stearns School Road Bridge over the Tri-State Tollway (I-94) near Mile Post 7.5 are required. This project is located in Warren Township, central Lake County, Illinois within the Village of Gurnee. Work tasks will include 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, complete and submit final measurements, calculations and final contract documents to the Illinois State Toll Highway Authority (Tollway) and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway standards, specifications and requirements.

EXHIBIT G

Contract No. RR-18-4382

Orion Engineers, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-15-9976R	Traffic Engineer	\$136,000.00	\$69,164.00	12/31/2019
RR-15-9975R	Consulting Engineer	\$953,245.60	\$593,299.00	12/31/2021
I-17-4676	EOWA North System Interchange Design	\$401,940.00	\$119,560.00	2/28/2020
RR-16-4276	Systemwide DUR	\$100,000.00	\$22,614.00	12/31/2019
RR-16-4280	Systemwide CUR	\$60,000.00	\$26,790.00	12/31/2019
RR-16-4278	Systemwide CUR	\$75,000.00	\$45,178.00	12/31/2020
I-17-4296	Tri-State Reconstruction, Design	\$384,462.05	\$145,281.00	12/31/2020
I-17-4298	Tri-State Reconstruction, Design	\$225,000.00	\$80,101.00	12/31/2020
I-17-4304	Tri-State Tollway, DUR	\$150,213.20	\$29,968.00	12/31/2019
I-17-4311	Tri-State Geotechnical Upon Request	\$500,000.00	\$384,757.00	12/31/2021
RR-18-4383	Tri-State Tollway, Phase I Upon Request	\$250,000.00	\$239,044.00	12/31/2020
RR-18-9016	Systemwide CUR, Non-Roadway	\$125,000.00	\$125,000.00	12/31/2020
I-18-4411	Mile Long Bridge CM	\$602,963.22	\$602,963.00	5/1/2023
I-18-4415	Utility Location Upon Request	\$30,000.00	\$30,000.00	2/1/2022
I-18-4420	I-294 and I-57 CM	\$550,617.00	\$550,617.00	8/1/2023
I-18-4700	EOWA Design Corridor Manager (DCM)	\$590,000.00	\$590,000.00	12/31/2022

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<table border="0" style="width: 100%;"> <tr><td style="width: 15%;">Direct Labor</td><td style="width: 15%; border-bottom: 1px solid black;"></td><td style="width: 15%;"></td><td style="width: 15%;"></td></tr> <tr><td>Direct Costs</td><td style="border-bottom: 1px solid black;"></td><td></td><td></td></tr> <tr><td>Services by Others</td><td style="border-bottom: 1px solid black;"></td><td></td><td></td></tr> <tr><td>Additional Services **</td><td style="border-bottom: 1px solid black;"></td><td></td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td></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)		\$	-	6	<table border="0" style="width: 100%;"> <tr><td style="width: 15%;">Direct Labor</td><td style="width: 15%; border-bottom: 1px solid black;"></td><td style="width: 15%;"></td><td style="width: 15%;"></td></tr> <tr><td>Direct Costs</td><td style="border-bottom: 1px solid black;"></td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td style="border-bottom: 1px solid black;"></td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td style="border-bottom: 1px solid black;"></td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td></td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr> </table>	Direct Labor				Direct Costs		\$	-	Services by Others		\$	-	Additional Services **		\$	-	Total this Subconsultant (ULC)		\$	-
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** Additional services funds require prior authorization before use

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

Contract Information Sheet

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

Consultant Name: Primera Engineers, Ltd.

Contract Number: RR-18-4382

Proposal Date: 9/30/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract No.: RR-18-4382

Consultant: Primera Engineers, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: John Moran, PE, CPESC

Classification: Engineer 4

Name: _____

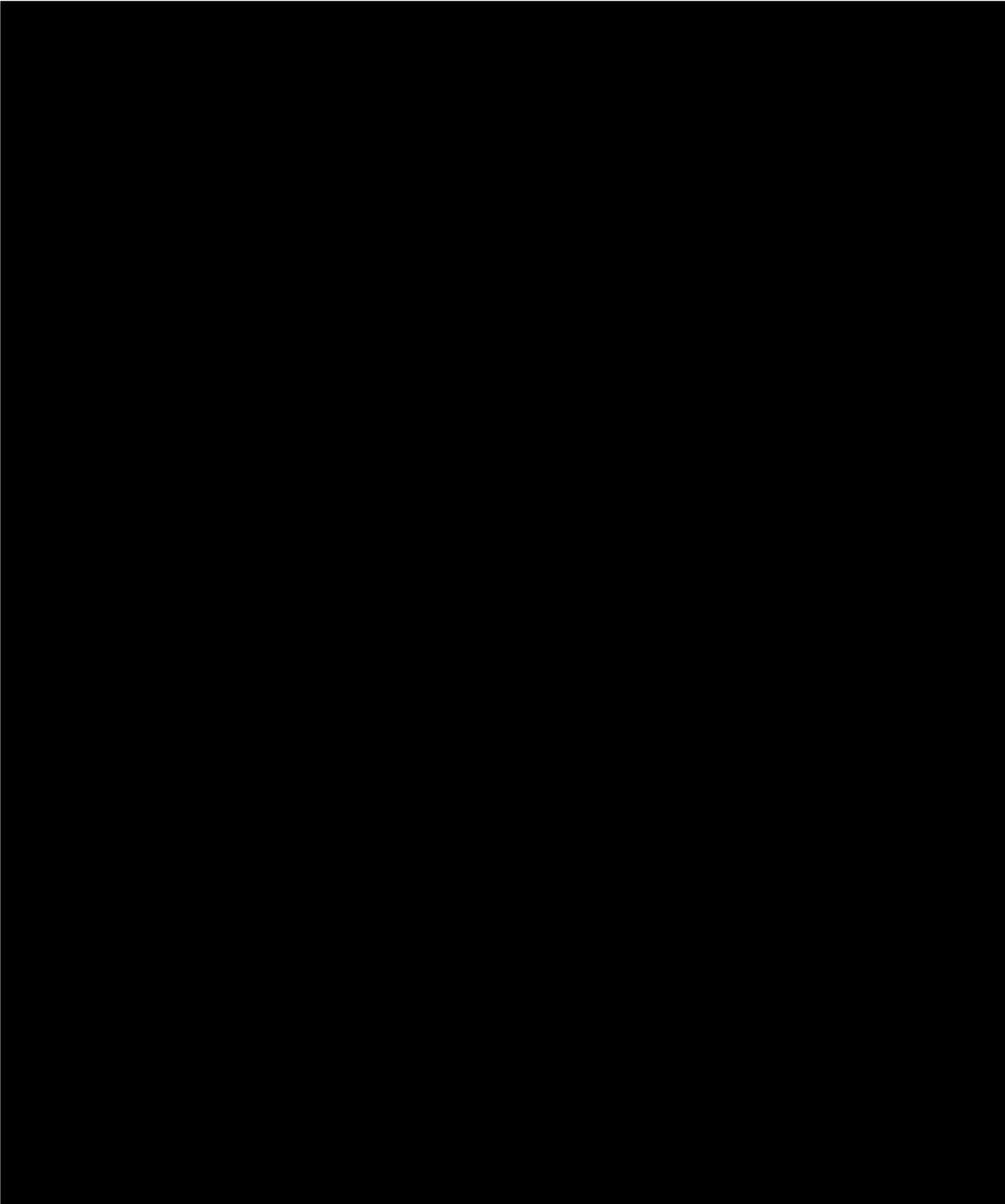
Classification: _____

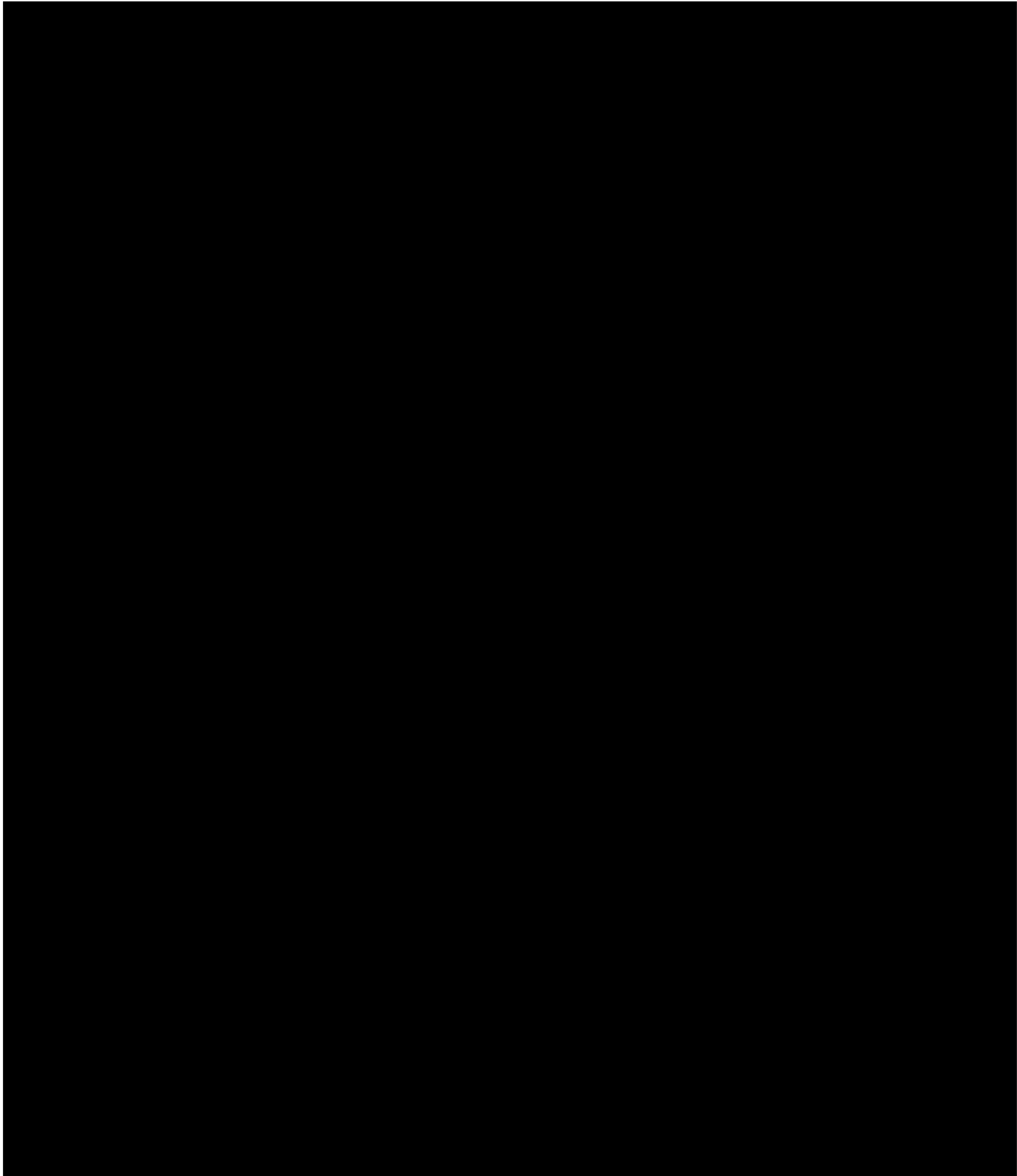
Name: _____

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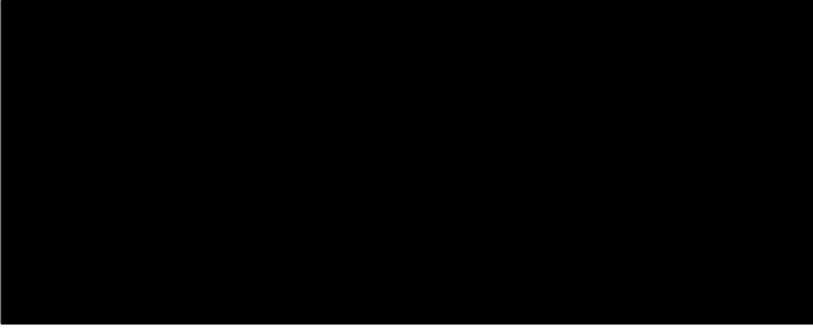


EXHIBIT F

Contract No. RR-18-4382

Primera Engineers, Ltd.

SCOPE OF SERVICES

As stated in the SOI, Phase III Engineering Services for the replacement of the Stearns School Road Bridge over the Tri-State Tollway (I-94) near Mile Post 7.5 are required. This project is located in Warren Township, central Lake County, Illinois within the Village of Gurnee. Work tasks will include 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, complete and submit final measurements, calculations and final contract documents to the Illinois State Toll Highway Authority (Tollway) and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway standards, specifications and requirements.

EXHIBIT G

Contract No. RR-18-4382

Primera Engineers, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
IDOT	Phase II Roadway Reconstruction &	\$3,346,948.00	\$50,000.00	5/1/2020
Illinois Tollway I-11-4014	Elgin-O'Hare Program Management Sub to CH2M Hill (Jacobs)	\$5,218,820.00	\$200,000.00	5/1/2020
Illinois Tollway RR-13-4151	Tollway Systemwide DUR (sub to EJM)	\$2,210,000.00	\$80,000.00	3/1/2020
Illinois Tollway RR-16-4255	I-355 Roadway and Bridge Rehabilitation Design, MP 12.3 (I-55) to MP 22.3 (Butterfield Road) Phase II Engineering	\$9,253,293.29	\$1,700,000.00	5/1/2020
DOT Various	D1 Various Maintenance Contract Construction Engineering Projects	\$2,800,000.00	\$2,280,000.00	3/1/2022
Illinois Tollway RR-16-4275	Edens Spur, Tri-State Tollway Roadway and Bridge Reconstruction Phase III Engineering (Sub to Thomas Engineering Group)	\$349,986.00	\$211,965.00	10/30/2020
Illinois Tollway RR-17-4295	I-355 Roadway and Bridge Rehabilitation, MP 12.3 (I-55) to MP 22.3 (Butterfield Road) (DSE support) (Sub to Chastain)	\$151,944.92	\$27,635.59	11/20/2019
Various Engineering	Cook County Department of Transportation and Highways, Various Phase II Design	\$2,500,000.00	\$1,900,000.00	12/1/2020
DOT Drainage	D1 Various Phase I Various Drainage Engineering Projects	\$360,000.00	\$315,000.00	3/1/2022

Illinois Tollway I-18-4700	EOWA DCM (Sub to Jacobs)	\$1,180,000.00	\$1,100,000.00	12/31/2021
Illinois Tollway RR-18-4382	Tri-State Tollway, Stearns School Road Bridge Reconstruction (Sub to WynnDalco)	\$55,585.00	\$55,585.00	11/30/2021

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

** Additional services funds require prior authorization before use

TOTAL 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: Robinson Engineering, Ltd.

Contract Number: RR-18-4382

Proposal Date: 9/30/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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Contract Number: RR-18-4382

Consultant: Robinson Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	1132
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Construction Observation & Documentation													4	4
TOTALS													4	4

Contract No.: RR-18-4382

Consultant: Robinson Engineering, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: Joseph Fanning, PEI

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: **Name:** _____

Classification: _____

Name: _____

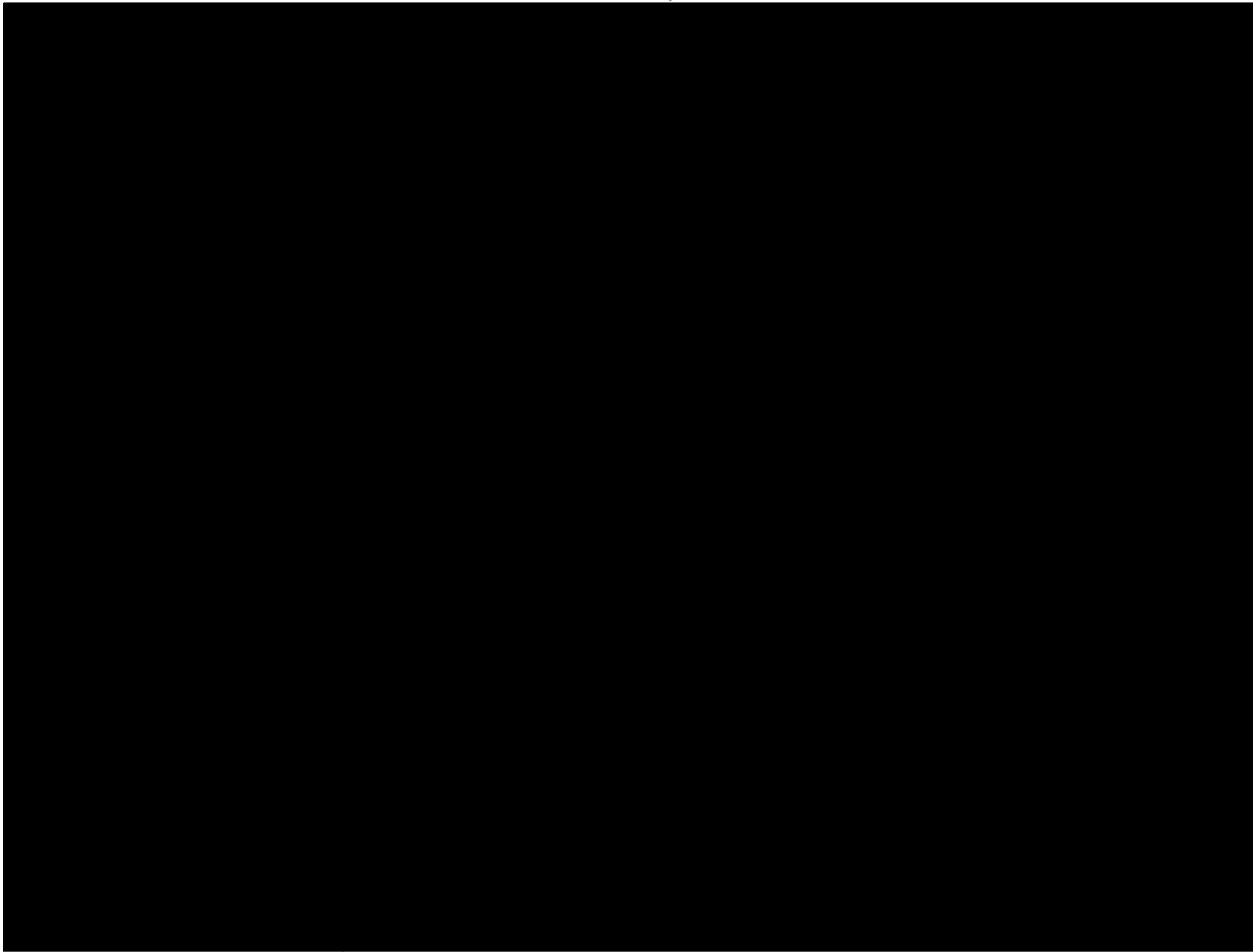
Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____



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EXHIBIT F

Contract No. RR-18-4382

Robinson Engineering, Ltd.

SCOPE OF SERVICES

As stated in the SOI, Phase III Engineering Services for the replacement of the Stearns School Road Bridge over the Tri-State Tollway (I-94) near Mile Post 7.5 are required. This project is located in Warren Township, central Lake County, Illinois within the Village of Gurnee. Work tasks will include on-site construction observation, review layout of contract including design changes, provide geotechnical inspection and testing, prepare records, maintain documentation, submit pay estimates and change orders, complete and submit final measurements, calculations and final contract documents to the Illinois State Toll Highway Authority (Tollway) and any other duties requiring the services of an engineer to complete this project on a timely basis and in accordance with Tollway standards, specifications and requirements.

EXHIBIT G

Contract No. RR-18-4382

Robinson Engineering, 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
Various 20-00000- =00-GM	Tinley Park MFT Maintenance	\$180,000.00	\$180,000.00	9/1/2020
Various 20-00000- =00-GM	Frankfort MFT Maintenance	\$200,000.00	\$200,000.00	8/1/2020
I-390	ITEP Pedestrian Trail Improvements	\$80,000.00	\$80,000.00	10/1/2020

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.

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

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

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EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

Contract Information Sheet

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

Consultant Name: STV Incorporated

Contract Number: RR-18-4382

Proposal Date: 9/30/2019

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-18-4382

Consultant: STV Incorporated

EXHIBIT A: ESTIMATED TASK WORK HOURS

													Grand Total Exhibit A Hours	533
MONTHS of YEAR 2020													TOTAL HOURS	
TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Phase III Services													40	40
TOTALS													40	40

Contract No.: RR-18-4382

Consultant: STV Incorporated

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-18-4382

STV Incorporated

SCOPE OF SERVICES

Shop Drawing Review of:

PPC IL-Beams
Anchor Bolts
Fixed Bearings
Temp Soil Retention & Design Review
Pedestrian Fence (on bridge)
Precast Approach Slabs
Expansion Joints

Other:

3 Site Visits
Address RFI's as requested
4 Phone Meetings
Some Misc. Project Coordination (40 hours of effort)
Admin & Management

Items the CM (Atlas) will address:

Review of any civil shop drawings including fencing off the bridge
Review of any electrical shop drawings
Review of any architectural items
Preparation of meeting agendas and minutes

EXHIBIT G

Contract No. RR-18-4382

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
PTB 170 Item 7	Design Phase I Studies - Various Projects	\$2,000,000.00	\$17,000.00	12/1/2019
PSB 17-3 Item 10	Design Tri-State Tollway, Bridge Rehab, Bridge Repairs, Bridge Demo, Various Locations (sub to Baxter & Woodman)	\$201,355.00	\$60,000.00	12/1/2020
PSB 11-3 Item 25	Design EOWA Program Management (sub to CH2M Hill (Jacobs))	\$568,123.00	\$43,000.00	12/1/2019
PSB 18-2 Item 2	Design I-94 @ Stearns School Rd Bridge Replacement	\$1,485,608.00	\$350,000.00	8/1/2020
PTB 189 Item 9	Design Congress Parkway at Old Post Office Phase I Bridge Studies	\$750,000.00	\$750,000.00	12/1/2022
PTB 192 Item 8	CM Various CM Projects (sub to SQN)	\$82,500.00	\$82,500.00	4/1/2020

EXHIBIT H - SERVICES BY OTHERS

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

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

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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: \$ _____ -