

RESOLUTION NO. 21649

Background

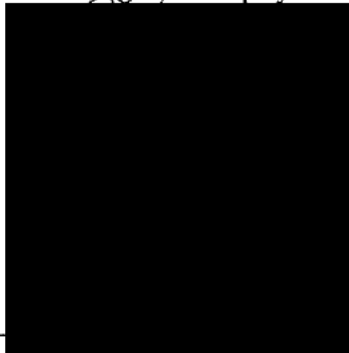
It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, for Bridge Reconstruction on the Tri-State Tollway (I-94) at Mile Post 7.5 (Stearns School Road) on Contract No. RR-18-4382.

STV, Incorporated has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$1,485,608.40. 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 STV, Incorporated, to obtain Design Services, for Contract No. RR-18-4382 with an upper limit of compensation not to exceed \$1,485,608.40 subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

A large black rectangular redaction box covers the signature area of the Chairman.

Chairman

A handwritten signature in ink is written over the printed name "Chairman".



October 26, 2018

Mr. William F. Matts
Executive Vice President
STV Incorporated
200 W. Monroe Street, Suite 1650
Chicago, IL 60606

**Re: Contract RR-18-4382
Tri-State Tollway, Stearns School Road
Bridge Reconstruction (Mile Post 7.5)
Design Section Engineering Services**

NOTICE TO PROCEED

Dear Mr. Matts:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated August 27, 2018, for Design Section Engineering Services for Contract RR-18-4382. You are hereby authorized to commence with the work as of October 26, 2018, and as defined in Exhibit "F" Scope of Work contained in your proposal. A duplicate original of the contract will follow shortly by mail.

In advance of your first billing, the prime and subconsultants (if any) must submit a Project Employee Payroll Change (PEPC) form and certified payroll with a signed affidavit for all employees that are listed on the PEPC form for your contract. We request PEPC forms and the certified payroll in advance so that upon receipt of your first invoice, any associated issues regarding payroll have an opportunity to be resolved. Please send either hard copy or electronic copy, but not both.

PEPC forms should have an effective date that corresponds to the effective date of this Notice to Proceed. PEPC 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**.

Certified payroll should have an effective date after, but within three weeks of the effective date of this Notice to Proceed. Payrolls may be submitted by U.S. Mail, other delivery services, or by e-mail to: accountspayable@getipass.com. Hard copies should be addressed to the attention of **Disbursement Control Supervisor** and the envelope containing the documents should be clearly marked "Certified Payroll".

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

Revised: 5/21/2018

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

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 Design Section Engineer's Manual, Section 7.0 – Quality Assurance, we are requesting submittal of your Consultant Quality Plan, via Tollway's Web-Based Project Management System, within 14 days of receiving this Notice to Proceed, for approval by the Chief Engineering Officer.

Please contact Mohamad Faraj at 630-241-6800 extension 3932 for further information.

Sincerely,



Paul D. Kovacs, P.E.
Chief Engineering Officer
PDK: cmhg

cc: Greg Stukel
Mohamad Faraj
John Donato
Contract Services
Program Controls
Lane Closures

Dorothy Jablonski
Sue Biggs
Ken Morris

File: 02.4382.01.04 LT_Tollway_PDK_4382STV-NTP_10262018



Contract: RR-18-4382 **PSB:** 18-2 Item 2
Consultant: STV Incorporated **PM:** Mo Faraj
Reviewer: Grace Gomez **Review Date:** 09/28/2018

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

Review Complete

All Exhibits for Prime and subconsultants meet Tollway requirements:

STV Inc.
DB Sterlin Consultants, Inc.
GEO Services, Inc.
OEH, Inc.
Singh & Associates, Inc.
Bravo Company Engineering, Inc.

1.5.2 Item 2. RR-18-4382, Tri-State Tollway, Stearns School Road Bridge Reconstruction, (M.P. 7.5)

This project has a 20% D/M/WBE participation goal and 3% VOS/SDVOSBE participation goal.

Phase II engineering services are required for the preparation of contract plans and specifications for the proposed reconstruction and widening of the Stearns School Road bridge on the Tri-State Tollway at (M.P. 7.5) in Lake County, Illinois. The Tollway is finalizing design and construction limits; therefore the Tollway may modify project limits and scope at the time of negotiations.

The work generally encompasses bridge design and shall include but not be limited to the following:

1. Roadway design.
2. Reconstruction or rehabilitation / widening of the bridge.
3. New drainage structures and modification of existing drainage system.
4. Provide erosion control for all construction zones.
5. Provide design of appropriate landscape and soil erosion / sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual.
6. Provide pavement markings, delineators and signage for the contract limits.
7. Provide barrier warrant analysis for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
8. Provide maintenance of traffic plans including those for impacts to local facilities.
9. Protection and / or relocation of utilities.
10. All other appurtenant and miscellaneous items.

Construction estimate: Category A.

Firms must be prequalified by IDOT in the following categories:

**Highways (Freeways)
Structures (Highway Bridges: Simple)**

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

- The person who will assume the duties of the Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- The person who will perform the duties of the Project Engineer, that individual in charge who is directly involved in the development of the contract documents (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for roadway design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for structural design related issues (must be an Illinois Licensed Structural Engineer).
- The person(s) who will perform the QC/QA review work of all milestone submittals, who must be an Illinois Licensed Professional Engineer for roadway elements and an Illinois Licensed Structural Engineer for structural elements.

Schedule: Design for this project is scheduled to start in 2018. Construction of this project is not scheduled.

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

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

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

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



August 29, 2018

Mr. Paul Kovacs, PE
Chief Engineering Officer
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

Attn: Mohamad Faraj, PE

Re: ISTHA Contract RR-18-4382
D/M/WBE Participation

Dear Mr. Kovacs:

The actual distribution of work and percent participation in our proposal dated August 27, 2018 is reflective of the scope of work that was negotiated with the Tollway and the scope of work that was proposed for the project team members as noted in our SOI. The negotiations resulted in reductions in the percent distribution of work for the following three subconsultants.

DB Sterlin Consultants

Percent per SOI – 7.00%, Percent per proposal – 4.29%

Comment: As noted in our SOI, DB Sterlin is to perform the survey work on the project. As noted in our proposal, they were assigned all the survey work on the project, the development of the existing condition drawings, and the development of the existing roadway alignments. Their fee in the proposal reflects the scope of work for DB Sterlin as noted in the SOI.

Geo Services

Percent per SOI – 7.00%, Percent per proposal – 4.46%

Comments: As noted in our SOI submittal, Geo Services is to perform the geotechnical investigation on the project. As noted in our proposal, they were assigned all the geotechnical work on the project. Their fee in the proposal reflects the scope of work noted for Geo Services in our SOI.

OSEH

Percent per SOI – 10.00%, Percent per proposal – 8.01%

Comments: OSEH is performing all the roadway design work as it relates to I-94 including the MOT design. STV and OSEH have a P4G arrangement on this project. The plan was to assign OSEH the related drainage work on I-94. Per our conversations with OSEH they mentioned this was not an area they have experience in performing. We assigned the drainage work on I-94 to Singh & Associates.



For our other subconsultants on the project we have exceeded the percent distribution of work relative to our SOI.

Singh & Associates

Percent per SOI – 18.00%, Percent per proposal – 21.73%

Bravo Company Engineering (Veteran)

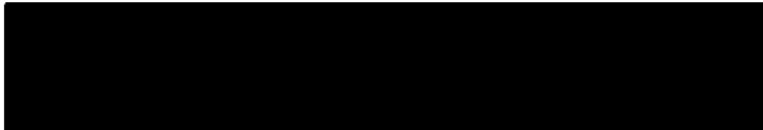
Percent per SOI – 5.00%, Percent per proposal – 6.60%

STV Incorporated is committed to the maximum participation of D/M/WBE and Veteran firms on this project. We are requesting for your approval of the percent distribution of work on this contract per our proposal for the D/M/WBE and Veteran firms as noted above. Please note all the subconsultants on this project are D/M/WBE or Veteran firms.

If you need additional information regarding this matter, please contact me.

Very truly yours,

STV Incorporated



Ted W. Lachus, P.E.
Vice President

Contract: RR-18-438

Prime: STV Inc.

Key Personnel

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

Exhibit A – Proposed Staff

PSB 18-2

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

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

Project Manager (Items 2 thru 10)			
Name:	Ted Lachus, PE		
Firm:	STV Incorporated		
Category:	IL Licensed Professional Engineer		
License #:	062-040941		
Year Registered:	1983	State:	IL
Office Address:	200 W Monroe St, Suite 1650		
City:	Chicago	State:	IL

Project Engineer (Items 1 thru 5)			
Name:	Roger Winkelmann, PE, SE		
Firm:	STV Incorporated		
Category:	IL Licensed Professional Engineer		
License #:	062-064609		
Year Registered:	2012	State:	IL
Office Address:	200 W Monroe St, Suite 1650		
City:	Chicago	State:	IL

Structural Design (Items 1 thru 6)			
Name:	Shawn Brodaski, PE, SE		
Firm:	STV Incorporated		
Category:	IL Licensed Structural Engineer		
License #:	081-007569		
Year Registered:	2014	State:	IL
Office Address:	200 W Monroe St, Suite 1650		
City:	Chicago	State:	IL

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

Traffic and Tolling Analysis (Item 1)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Financial and Economic Impact Analysis (Item 1)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

QC/QA Roadway (Items 1 thru 5)			
Name:	Ray Mesina, PE, PMP		
Firm:	Singh & Associates, Inc.		
Category:	IL Licensed Professional Engineer		
License #:	062-056722		
Year Registered:	2003	State:	IL
Office Address:	230 W Monroe St, Suite 1400		
City:	Chicago	State:	IL

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

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

**Exhibit A – Proposed Staff
PSB 18-2, continued**

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

✓ **QC/QA Structural (Items 1 thru 5)**

Name:	John Neu, PE, SE		
Firm:	STV Incorporated		
Category:	IL Licensed Structural Engineer		
License #:	081-004960		
Year Registered:	1991	State:	IL
Office Address:	200 W Monroe St, Suite 1650		
City:	Chicago	State:	IL

✓ **Roadway Design (Items 2 thru 6)**

Name:	Patrick McCluskey, PE		
Firm:	STV Incorporated		
Category:	IL Licensed Professional Engineer		
License #:	062-062869		
Year Registered:	2010	State:	IL
Office Address:	200 W Monroe St, Suite 1650		
City:	Chicago	State:	IL

Construction Engineer (Items 3 & 4)

Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Architect (Item 5)

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

Electrical Design (Item 5)

Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Mechanical Design (Item 5)

Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Resident Engineer (Items 6 thru 10)

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

Materials Coordinator (Items 6 thru 10)

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

Document Technician (Items 6 thru 10)

Name:			
Firm:			
Category:	Documentation Certification Number- IDOT class S-14		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Materials QA Technician (Items 6 thru 10)

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

**Exhibit A – Proposed Staff
PSB 18-2, continued**

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

Project Manager (Item 11)			
Name:			
Firm:			
Category:	Exp w/ Transportation Civil Engineering Disciplines. 10 yrs exp w/ GIS projects.		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Liaison Engineer (Item 12)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Design & Construction Process (QC/QA/IA) Engineer (Item 12)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. 5 yrs exp materials oversight/testing. I-MIRS/eBuilder software knowledge.		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

HMA Aggregate Engineer (Item 12)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. IDOT HMA Level 3 Qualification. 10 yrs exp HMA mixtures/production. QC/QA testing/mgmt. exp.		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

PCC/Prestressed/Precast/Steel/Aluminum Engineer (Item 12)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. PCI Level II or III Certification preferred. Structural Steel/Aluminum exp.		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Training Engineer (Item 12)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. 15 yrs exp Materials Engineering.		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Forensics/New Technologies Engineer (Item 12)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. 15 yrs exp Materials Engineering.		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

QC/QA Level I (Item 12)			
Name:			
Firm:			
Category:	HMA & PCC Certified Testing Tech		
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

Exhibit A – Proposed Staff
PSB 18-2, continued

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

QC/QA Level II (Item 12)			
Name:			
Firm:			
Category:	HMA & PCC Certified Testing Tech		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

QC/QA Level III (Item 12)			
Name:			
Firm:			
Category:	HMA & PCC Certified Testing Tech		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

ACI Grade 1 (Item 12)			
Name:			
Firm:			
Category:	QC Personnel Cert Program (for precast)		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

PCI Level I (Item 12)			
Name:			
Firm:			
Category:	QC Personnel Cert Program (for precast)		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

PCI Level II (Item 12)			
Name:			
Firm:			
Category:	QC Personnel Cert Program (for precast)		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Lead CWI (Item 12)			
Name:			
Firm:			
Category:	Steel Fabrication		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Lead Asphalt Binder Technician (Item 12)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Lead Field Soils Technician (Item 12)			
Name:			
Firm:			
Category:	IDOT Soils Field Testing & Inspection (S-33) Certification		
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

Exhibit A continued
Attach resumes for Key Project Personnel.

<u>Management</u>	<u>1</u>	<u>Professionals</u>	<u>15</u>	<u>Technical Staff</u>	<u>1</u>
Total		Engineers		Technicians	
		Land Surveyors	<u>1</u>	Draftsmen	
		Architects		Survey Crew	<u>1</u>
		Others		Clerical	<u>1</u>
		Total	<u>16</u>	Other	
				Total	<u>3</u>
				Total Projected Staff	<u>20</u>

Exhibit A – Proposed Staff

PSB# 18-2 Item# 2

Firm will complete project within estimated time listed in the project advertisement. Yes

If **Yes**, provide completion date and/or number of months. Per PSB 18-2 Item 2, this project is scheduled to start in 2018. STV is committed to meeting the project schedule as directed by the Tollway.

If **No**, explain:

Exhibit A

RR-184382

Prime Consultant or Teaming Firm Name	Sub - Firm Legal Name	FEIN Number	% of Work to be Completed by Sub Consultant	Project Manager Name	Contact eMail	Role of Sub Consultant	Male or Female	DBE?	Ethnicity	Veteran Status	Mentor Prof@G A@?	DBE (Disadvantaged Business Enterprise) Program	Item #	Multiple Owners	P4G	P4G Partner
Process Counter: 42																
STV Incorporated	Bravo Company Engineering, Inc		5.00	Joseph Kozial	jkozial@bravocoeng.com	Roadway engineering support	Male	N/A	Caucasian	VOSB		N/A	Item 2: Tri-State Tollway, Stearns School Road Bridge Reconstruction, (M.P. 7.5)	No	No	N/A
STV Incorporated	Geo Services, Inc.		7.00	Andrew Ptak	drewptak@geoservicesinc.net	Geotechnical services	Male	DBE	Hispanic	N/A		IL UCP - METRA	Item 2: Tri-State Tollway, Stearns School Road Bridge Reconstruction, (M.P. 7.5)	No	No	N/A
STV Incorporated	DB Stearlin Consultants, Inc.		7.00	Victor Cardona	vcardona@dbsterlin.com	survey	Female	MBE	African American	N/A		IL UCP - City of Chicago	Item 2: Tri-State Tollway, Stearns School Road Bridge Reconstruction, (M.P. 7.5)	No	No	N/A
STV Incorporated	OSEH, Inc.		10.00	Akiwumi Attawia	aattawia@osehinc.com	Roadway, barrier warrant analysis	Male	DBE	African American	N/A		IL UCP - Illinois Department of Transportation (IDOT)	Item 2: Tri-State Tollway, Stearns School Road Bridge Reconstruction, (M.P. 7.5)	No	Yes	STV Incorporated
STV Incorporated	Singh & Associates, Inc.		18.00	Harvind K. Singh	hkaur@singhinc.com	QC/QA Roadway, drainage, erosion control, landscaping, utilities, lighting, barrier warrant analysis	Female	MBE	Asian Indian	N/A		Cook County	Item 2: Tri-State Tollway, Stearns School Road Bridge Reconstruction, (M.P. 7.5)	No	No	N/A

Vendor Information

CLOSE WINDOW [Print](#)

Business & Contact Information

Business Name **Bravo Company Engineering, Inc.**
 Owner **Mr. Joseph Kozial**
 Address **[REDACTED]**
 > [Map This Address](#)
 Phone **630-702-9855**
 Fax **630-702-9855**
 Email **jkozial@bravocoeng.com**
 Website **<http://www.bravocoeng.com>**
 Ethnicity **Caucasian**
 Gender **Male**
 County **Kane (IL)**

RR-18-4382

Certification Information

Certifying Agency **State of Illinois Central Management Services**
 Certification Type **VOSB - Veteran Owned Small Business**
 Renewal Date **2/2/2019**
 Expiration Date **2/2/2023**
 Certified Business Description **Civil Engineering**

Commodity Codes

Code	Description
NIGP 92517	Civil Engineering

Additional Information

Region **Metro Chicago**

EXHIBIT F - Letter of Intent

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

Project Name: RR-18-4382, Tri-State Tollway, Stearns School Road Bridge Reconstruction, (M.P. 7.5) Project/Solicitation Number: PSB 18-2, Item 2, RR-18-4382

Name of Prime Vendor: STV Incorporated VOSB Compliance Contact: Ted Lachus, P.E.

Address: 200 West Monroe Street, Suite 1650

City: Chicago State: IL Zip Code: 60606

Telephone: (312) 553-8425 Fax: 312-553-0661 Email: ted.lachus@stvinc.com

Name of Certified VOSB Vendor: Bravo Company Engineering, Inc.

Address: [Redacted] VOSB Compliance Contact: Joseph Koziol

City: [Redacted] State: [Redacted] Zip Code: [Redacted]

Telephone: (630) 702-9855 Fax: [Redacted] Email: jkoziol@bravocoeng.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: TBD

Proposed 5.00 % of Contract to be performed by the VOSB Vendor.

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

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

Various roadway engineering support

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

Vendor (Company Name and D/B/A):
[Redacted] STV Incorporated

Signature: [Signature]
Print Name: Ted W. Lachus, P.E.
Title: Vice President
Date: April 23, 2018

Certified VOSB Vendor (Company Name and D/B/A):
[Redacted] Bravo Company Engineering, Inc.

Signature: [Signature]
Print Name: Joseph Koziol
Title: President
Date: 4/8/2018

Unified Certification Program - Search

Contractor Details

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

RR-18-4382

D B Sterlin
Consultants, Inc.
 Regine Jeune
 123 N. Wacker Dr., Ste.
 2000
 Chicago, IL 60606

Email: fsterlin@dbsterlin.com

Phone: (312)-857-1006

Fax: (312)-857-1056

County: Cook

Categories: Architecture\Engineering

NAICS541330-Engineering
Services541370-Surveying &
Mapping (except
Geophysical) Serv.**Speciality**541330- SUBSURFACE
UTILITY ENGINEERINGSTUDIES: TRAFFIC
REHABILITATION

FREEWAYS

ROADS AND STREETS

HIGHWAY STRUCTURE:
TYPICALHIGHWAY STRUCTURE:
SIMPLE

TRAFFIC SIGNALS

CONSTRUCTION

INSPECTION

541370- SURVEYING

Unified Certification Program - Search

Contractor Details

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

Print

RR-18-4382

Geo Services, Inc.

Julian Rueda
805 Amherst Court, Suite
204
Naperville, IL 60565-
3448

County: DuPage

Email: julianrueda@geoservicesinc.net

Phone: 630-305-9186

Fax: 630-355-2838

Categories: Architecture\Engineering, Construction

NAICS

238210-Electrical
Contractors and Other
Wiring Installation
Contractors
238910-Site Preparation
Contractors
541330-Engineering
services
541380-Testing
Laboratories

Speciality

238210 - Electrical Contractor
238910 - Boring and Test
Boring for Construction, Core
and Soil Test Drilling
541330 - Geo-Technical,
Environmental, Construction
Inspection, Construction
QA/QC
541380 - Materials Testing
Laboratory Services

Unified Certification Program - Search

Contractor Details

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

[Print](#)

RR-18-4382

OSEH Inc.

Email: aattawia@osehinc.com

Akiwumi Attawia

Phone: (630) 337-5484

1631 S. Michigan Ave.,

Fax:

Ste. 208

Chicago, IL 60616

County: Cook

Categories: Architecture\Engineering, Professional

NAICS

Speciality

541320-Landscape

541320- URBAN PLANNING

Architectural Services

541330- ENGINEERING

541330-Engineering

SERVICES

Services

541512- MISC: COMPUTER

541512-Computer Systems

AIDED DESIGN &

Design Services

DRAFTING

541715-Research and

541715- RESEARCH

Development in the Physical,

Engineering, and Life

Sciences (except

Nanotechnology and

Biotechnology)

Unified Certification Program - Search

Contractor Details

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

RR-18-4382

Singh & Associates, Inc. Email: hkaur@singhinc.com

Phone: (312)-629-0240

Sadhu Singh Rikhiraj Fax: (312)-629-8449

230 W. Monroe St., Ste.

1400

Chicago, IL 60606

County: Cook

Categories: Architecture\Engineering

NAICS

541330-Engineering
Services

Speciality

541330- LOCATION
DRAINAGE
CONSTRUCTION
INSPECTION
FREEWAYS
ROADS AND STREETS
REHABILITATION
STUDIES: TRAFFIC
STUDIES: FEASIBILITY
STUDIES: SAFETY
WATERWAYS: TYPICAL
WATERWAYS: COMPLEX
LIGHTING: COMPLEX
LIGHTING: TYPICAL
TRAFFIC SIGNALS
MECHANICAL ENGINEERING
ELECTRICAL ENGINEERING

EXHIBIT E - DBE

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

MEMORANDUM OF UNDERSTANDING
BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A	THE PROTÉGÉ:	FIRM NAME ADDRESS
<u>STV Incorporated</u>	200 W. Monroe Street, Suite 1650, Chicago, IL 60606	N	<u>OSEH, Inc.</u>	1116 Washington Blvd, Suite #415 Oak Park IL 60302
		D		

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

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

I. PROGRAM PURPOSE

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

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

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

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

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 9.75 %

Scope:

Highways (Freeways)

- Work not applicable to prequalification category(ies) .25 %

Scope:

Tollway policies, procedures, reporting, and invoicing

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

2. In area(s) not being mentored:

- Work the Protégé will self-perform _____%

Note: Protégé participation in this area is optional

3. Total participation by the Protégé (Sum of 1. and 2.) 10.00 %

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

OSEH, Inc. (OSEH) seeks IDOT prequalification in the Highways - Freeway category. The firm needs freeway design assignments to perform the relevant technical experience to get prequalified. In addition, they will be given assistance regarding Tollway applicable policies, procedures, and receive training for Tollway reporting and invoicing.

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

1. STV will mentor OSEH on various roadway planning and design tasks.
 2. Through the assignments given to OSEH and STV's mentorship, the firm will be exposed to technical requirements for Phase I planning studies.
 3. At the beginning of any assignment, STV will meet with OSEH to review requirements and criteria for the proposed work. STV will review and provide comments on OSEH's work product. If required, OSEH's staff may work in STV's offices, directly under an experienced staff member's direction.
 4. STV will meet with OSEH on a monthly basis to review progress and address any questions.
 5. Prior to the monthly meetings, OSEH will provide STV with a list of items to discuss relative to Tollway policies, procedures, reporting, and invoicing.
-

III. MENTOR EXPERIENCE WITH THE PROGRAM

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

YES NO

I-13-4112 - Jane Addams Memorial Tollway Retaining Wall, Noise Wall, and Bridge Widening from IL-53 to Arlington Heights Road

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

Areas of Assistance:

Supervision of field staff and construction management field office operations, technical and project management skills

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

YES NO

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

Areas of Assistance:

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

YES NO

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

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

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

YES NO

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

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

YES

NO

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

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

YES

NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
I-18-4361	TBD	Parsons	Tollway Best Practices, Coordination & Invoicing
_____	_____	_____	_____
_____	_____	_____	_____

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

YES

NO

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

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

N/A

V. STATEMENT OF COMMITMENT

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

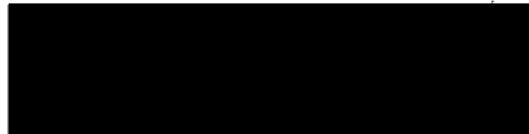
Should the proposer, after contract negotiation, wish to modify the 'Plan to Achieve Diversity Goal', the awarded consultant is requested to submit to the General Manager of Diversity a detailed explanation of the work category changes that were not known at the time of the SOI submittal.



SIGNATURE (Mentor Representative)

04/18/2018

(Date)

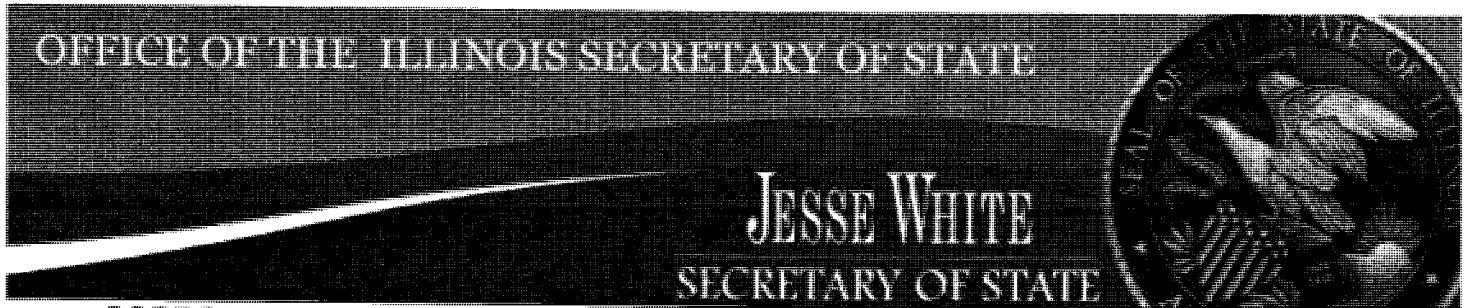


SIGNATURE (Protégé Representative)

04/18/2018

(Date)

RR-18-4382



CORPORATION FILE DETAIL REPORT

File Number	53492266		
Entity Name	STV INCORPORATED		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	06/13/1984	State	NEW YORK
Agent Name	ILLINOIS CORPORATION SERVICE C	Agent Change Date	01/16/2015
Agent Street Address	801 ADLAI STEVENSON DRIVE	President Name & Address	MILO E RIVERSO 225 PARK AVE SOUTH NEW YORK NY 10003
Agent City	SPRINGFIELD	Secretary Name & Address	THOMAS W BUTCHER 205 WEST WELSH DR DOUGLASSVILLE PA 19518
Agent Zip	62703	Duration Date	PERPETUAL
Annual Report Filing Date	04/17/2018	For Year	2018
Assumed Name	INACTIVE - STV GROUP		
Old Corp Name	08/17/1995 - SEELYE, STEVENSON, VALUE & KNECHT, INC.		

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DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 27th day of **September, 2018**, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **STV INCORPORATED**, a **corporation** authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

W I T N E S S E T H:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **August 27, 2018** to provide design section engineering services for Contract No. **RR-18-4382** for **Tri-State Tollway, Stearns School Road Bridge Reconstruction (Mile Post 7.5)**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-2, Item 2**, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **RR-18-4382** for **Tri-State Tollway, 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 DESIGN SECTION ENGINEER of **August 27, 2018**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

B. All services performed by DESIGN SECTION ENGINEER shall be performed according to professional standards and in accordance with the Design Section Engineer's Manual for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

C. The DESIGN SECTION ENGINEER shall perform its services hereunder with the same degree of care, skill and diligence as is ordinarily possessed and

exercised by a member of the same profession, currently practicing under similar circumstances.

ARTICLE II

Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or September 28, 2018** and ending **February 28, 2025**, in accordance with the schedule included in the attached proposal.

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

ARTICLE III

Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as each of these amounts are shown in Exhibit "1") with an upper limit of compensation of **One Million, Four Hundred Eighty-Five Thousand, Six Hundred Eight Dollars and Forty Cents (\$1,485,608.40)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

ARTICLE IV

Scope of the Service

The DESIGN SECTION ENGINEER represents that it has examined the project site, met with representatives of the TOLLWAY, and had an opportunity to ascertain the extent and the scope of services required to complete this project and is knowledgeable

of the services to be performed within the time set forth in the Project Schedule indicated in Exhibit "1" hereof. The DESIGN SECTION ENGINEER further understands and agrees that all the services required to properly complete the services will be at or below the total estimated fee (Upper Limit of Compensation) established for this contract, and that only upon receipt of correspondence modifying the established scope of services for this contract from the Chief Engineering Officer, will any portion of the "Additional Services" provision of the said proposal Exhibit B be utilized. The DESIGN SECTION ENGINEER shall not be entitled to additional compensation due to errors in estimating the time, costs or expertise required to complete this design project.

ARTICLE V

Compliance with State and Other Laws

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

Governing Law; Exclusive Jurisdiction

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

Confidentiality

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

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

ARTICLE VI

Responsibility for Injuries and Damages

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

ARTICLE VII

Insurance

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

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

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

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

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

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

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

ARTICLE VIII

Ownership of Documents

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

ARTICLE IX

Financial Statement

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

ARTICLE X

Successors and Assigns

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

ARTICLE XI

Subcontractors

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

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

ARTICLE XII

Suspension

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

ARTICLE XIII

Termination

A. Termination Without Cause

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

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

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

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

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

B. Termination for Cause

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

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

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

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

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

- a. Actual payroll cost for services properly performed prior to the effective date of termination, times a multiplier of **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 XIV

Solicitations

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

ARTICLE XV

Record Retention and Audit

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

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

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

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

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

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

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

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

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **STV Incorporated, 200 W. Monroe Street, Suite 1650, Chicago, Illinois 60606**, or to the Chief Engineering Officer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XVII

Quality Assurance and Quality Control (QA/QC) Plan

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

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

ARTICLE XVIII

Miscellaneous

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

ARTICLE XIX

Inspector General

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

ARTICLE XX

Engineer Selection Process

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

ARTICLE XXI

Report of a Change in Circumstances

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

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

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

ARTICLE XXII

EXPATRIATED ENTITIES

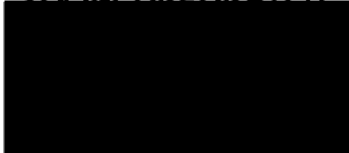
Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

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


THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY


By  10/24/18
Chair/Executive Director-Signature Date
Robert Schillerstrom/Elizabeth Gorman

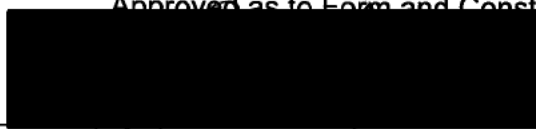
STV INCORPORATED

 8-29-18
Executive Vice President Date
Signature

William F. Matts
Printed Name as Signed Above

APPROVED:
 10/18/18
Chief Financial Officer - Signature Date
Michael Colsch

APPROVED:
 10/16/18
Acting General Counsel - Signature Date
Elizabeth Oplawski

Approved as to Form and Constitutionality
 10-15-2018
Attorney General, State of Illinois - Robert Lane - Signature Date

DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER RR-18-4382

This proposal, dated August 27, 2018, is submitted by STV Incorporated of Chicago, Illinois for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract RR-18-4382 for which we propose to provide Design Section Engineering Services is Tri-State Tollway, Stearns School Road Bridge Reconstruction (M.P. 7.5), Phase II Engineering Services, in Lake County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 18-2, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, in effect at the date the contract is awarded, and as revised thereafter, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

RESPONSIBILITY

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

FEE PROPOSAL

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

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 DESIGN SECTION ENGINEER, independent contractors and contract employees shall be treated as "reimbursable direct costs" and not "actual direct salary." Subcontractors shall be treated as "Services by Others."

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

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

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

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

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

Officer of the TOLLWAY prior to reimbursement. Premium portions of overtime and Reimbursable Direct Costs will be reimbursed upon presentation of appropriate documentation.

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

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

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

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

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

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

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 1,485,608.40 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

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

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

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

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

PROGRESS REPORTS - The DESIGN SECTION ENGINEER will submit monthly progress and staffing reports including a narrative report and providing a brief discussion of the status of the design. These reports must be submitted with the invoice covering the same period, and must be received by the TOLLWAY within 20 calendar days following the reporting period.

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

KEY PERSONNEL - Exhibit E is a list of the Key Personnel who will be assigned to this project, should this proposal be accepted, together with a brief resume for each. It is understood that the TOLLWAY reserves the right to review the performance of assigned personnel at any time and the DESIGN SECTION ENGINEER agrees to replace or re-

assign personnel who are deemed by the TOLLWAY to not be suited to the task to which they are assigned. The DESIGN SECTION ENGINEER further agrees to assign employees to this project in a manner which will minimize engineering design expenses to the TOLLWAY.

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

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

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

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

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

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT RR-18-4382

SUBMITTED BY:

FIRM NAME: STV Incorporated

ADDRESS: 200 W. Monroe Street, Suite 1650

CITY, STATE &
ZIP CODE: Chicago, Illinois 60606

TELEPHONE: 312-553-0655

FACSIMILE: 312-553-0661

SIGNED BY:



PRINTED NAME: Ted Lachus

TITLE: Vice President



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-18-4382

CONTRACTOR/CONSULTANT (NAME): STV Incorporated

1. PAYMENT TERMS AND CONDITIONS:

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

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

3. AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the

contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses,

losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
18. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable,

or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

25.3 VENDOR SUPPLEMENTAL PROVISIONS


Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

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

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	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: STV Incorporated	Agreed:
By: Ted W. Lachus, P.E. /	By:
Signed: 	Signed:
Position: Vice President	Position:
Date: April 23, 2018	Date:



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

Date: April 23, 2018

Project Number: RR-18-4382

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

**DELINQUENT DEBT REVIEW
CONTRACTOR/
CONSULTANT**

Sub-Contractor/Consultant Disclosure.

Will you be using any sub-consultants/contractors? Yes No

If yes, you must identify below, to the extent the information is known, regardless of the subcontract value, the names, addresses and type of work all Sub-Contractors/Consultants that will be utilized in the performance of this Contract, together with the anticipated dollar value (Sub-Contractors) or percentage (Sub-Consultants) each is expected to receive pursuant to this Contract. The list of sub-contractors/consultants should include but not be limited to sub-contractors/consultants, suppliers and truckers proposed to achieve disadvantaged business enterprise and veteran owned business goals. The State may request updated information at any time. For purposes of this section Sub-Contractors/Consultants are those specifically hired to perform part of the work of this contract. Non-DBE suppliers and truckers do not need to be included.

Upon request, our firm agrees to provide a copy of the subcontract, if required, within fifteen (15) days after execution of the contract if selected, or after execution of the subcontract, whichever is later, for those subcontracts with an annual value of more than \$50,000. All subcontracts over \$50,000 must include the same certifications that the Vendor must make as a condition of the contract. The vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

Delinquent Payment. The Contractor/Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor/Consultant further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the Contractor/Consultant or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Contractor/Consultant: STV Incorporated

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: Ted.Lachus@stvinc.com

Include an attachment if more space is needed to provide the below information. The attachment must provide the requested information.

NOTE for Construction Contracts: List all known subcontractors including those identified in the Bid Package on DBE Form 2025 and VOSB Form 2025, and include any name listed in the "Under Contract To" section of these forms.

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
Bravo Company Engineering, Inc.	[REDACTED]	[REDACTED]	Roadway	5%
DB Sterlin Consultants, Inc.	[REDACTED]	123 North Wacker Dr, Suite 2000 Chicago, IL 60606	Survey	7%
Geo Services, Inc.	[REDACTED]	805 Amherst Court, Suite 204 Naperville, IL 60565-3448	Geotechnical	7%
OSEH, Inc.	[REDACTED]	1116 Washington Blvd, Suite 415 Oak Park, IL 60302	P4G Protégé - roadway, barrier warrant analysis	10%
Singh & Associates, Inc.	[REDACTED]	230 West Monroe St, Suite 1400 Chicago, IL 60606	QC/QA roadway, drainage, erosion control, landscaping, utilities, barrier warrant analysis	18%

Signature:



Date: April 23, 2018

Printed Name: Ted W. Lachus, P.E.

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

IPB Reference #: 22042188

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 #: 20033486 IPG Expiration Date: 2/22/2019

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

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.](#)

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.

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

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 Department of Transportation	Phase I Studies for Various Projects	Ongoing	\$2,000,000	PTB 170, Item 7
Illinois Department of Transportation	I-90 at I-290/Congress Pkwy WaterMain/Retaining Walls (Sub to Gonzalez Companies, LLC)	Ongoing	\$212,000	PSB 183, Item 9
Illinois Tollway	Elgin O'Hare Western Access at Western Access Interchange.	Starting negotiations	\$12,000,000 (est)	PSB 17-2, Item 11
Illinois Tollway	Tri-State Tollway, Bridge Rehabilitation, Bridge Repairs, Bridge Demolition, Various Locations (Sub to Baxter & Woodman, Inc.)	Ongoing	\$249,000	PSB 17-3, Item 10
Illinois Tollway	Systemwide, Construction Management Upon Request (Sub to SE3, LLC)	Waiting for NTP	\$200,000	PSB 17-3, Item 25
Illinois Tollway	Elgin O'Hare West Access	Ongoing	\$925,000	PSB 11-3, Item 2

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: STV Incorporated

Phone: (312) 553-8444

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

Street Address: 200 West Monroe Street, Suite 1650

Email: Ted.Lachus@stvinc.com

City, State, Zip: Chicago, IL 60606

Vendor Contact: Ted W. Lachus, P.E.

Signature: 

Date: 4/23/2018

Printed Name: Ted W. Lachus, P.E.

Title: Vice President

**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: STV Incorporated

Taxpayer Identification Number: 

Social Security Number: Click here to enter text.

or

Employer Identification Number: Click here to enter text.

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: April 23, 2018

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 12137

STV Incorporated

200 West Monroe Suite 1650

Chicago IL 60606

Information for this business last updated on:

Monday, February 12, 2018

Certificate produced on Tuesday, April 10, 2018 at 12:01 PM



Business
EXHIBIT "1"

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Vendor Registration: View

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

System Vendor Number: 20033486


Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	2/12/2018
STATUS	Accepted
REVIEWER	Andrew Shackelford
DATE REVIEWED	2/22/2018
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	2/22/2019
FLAG FORM	Add Flag

Settings

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

Entity Information

BUSINESS NAME	STV Incorporated
CONTACT FOR THIS SUBMISSION	WILLIAM MATTS (change contact)
PRIMARY CONTACT EMAIL	matts.william@STVINC.com
PHONE	303-951-9300
FAX	303-951-9318
COMPANY EMAIL	william.matts@stvinc.com
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	621 17th St suite 1200 Denver, CO 80293 [edit address]

Vendor Registration: View Form

Help & Tools 

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- Certifications
- Site Visits
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STV Incorporated System Vendor Number: **20033488**

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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	2/12/2018
STATUS	Accepted
BUSINESS NAME	STV Incorporated
POINT OF CONTACT	<u>WILLIAM MATTS</u>
FLAG FORM	Add Flag

A. Business Information	
1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor jo
2. NAME OF CEO/BUSINESS OWNER	Milo E Rivero jo
3. ANNUAL SALES/GROSS RECEIPTS	427,592,000 jo
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	5/12/1932 jo
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide. jo
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Ted Lachus jo
CONTACT PERSON TITLE	Vice President
CONTACT PERSON PHONE	(312) 553-8444
CONTACT PERSON EMAIL	ted.lachus@stvinc.com

B. Additional Information	
1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	State Agency jo

Vendor Registration: View Form

[Help & Tools](#) 

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STV Incorporated System Vendor Number: 20033486

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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	2/12/2018
STATUS	Accepted
BUSINESS NAME	STV Incorporated
POINT OF CONTACT	<u>WILLIAM MATTS</u>
FLAG FORM	Add Flag

C. Small Business Set-Aside Program	
1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	No 10

Additional Information	
STAFF ATTACHED FILE(S)	Attach File
Refresh List after attaching file(s).	

Vendor Registration: View Form

- General
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STV Incorporated

System Vendor Number: 20033486

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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	2/12/2018
STATUS	Accepted
BUSINESS NAME	STV Incorporated
POINT OF CONTACT	<u>WILLIAM MATTS</u>
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	1950 PC
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. PC 99120-01 7/25/19

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 PC

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

Vendor Registration: View Form

Help & Tools 

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

System Vendor Number: 20033486

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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	2/12/2018
STATUS	Accepted
BUSINESS NAME	STV Incorporated
POINT OF CONTACT	<u>WILLIAM MATTS</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. Y

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 Y

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 Y

Yes

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

Yes

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

Yes

EXHIBIT "1"

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

EXHIBIT "1"

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Yes

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

Yes

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

N/A

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

EXHIBIT "1"

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

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

N/A

G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

12137

Additional Information

STAFF ATTACHED FILE(S)



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

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- Registrations

STV Incorporated System Vendor Number: 20033486

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H. In order to submit this form.
DATE SUBMITTED	2/12/2018
STATUS	Accepted
BUSINESS NAME	STV Incorporated
POINT OF CONTACT	<u>WILLIAM MATTS</u>
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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- Registrations

STV Incorporated

System Vendor Number: 20033486

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Vendor Registration	
FORM NAME	1. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	2/12/2018
STATUS	Accepted
BUSINESS NAME	STV Incorporated
POINT OF CONTACT	<u>WILLIAM MATTS</u>
FLAG FORM	Add Flag

1. Financial Disclosures & Conflicts of Interest								
<p>A. IDENTIFY THE APPLICABLE ENTITY TYPE. pd</p> <p>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)</p>								
<p>B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS? pd</p> <p>Yes</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Document</th> <th>Status</th> </tr> </thead> <tbody> <tr> <td>Parent Form</td> <td rowspan="4">Attached by Dennis D Ramm on 2/12/2018</td> </tr> <tr> <td><u>IL Procurement Gateway Financial Disclosures and COI - STV ESOP 2.12.18.pdf</u> (PDF, 1.04 MB)</td> </tr> <tr> <td><u>IL Procurement Gateway Financial Disclosures and COI - STV Group 2.12.18.pdf</u> (PDF, 419.50 KB)</td> </tr> <tr> <td> </td> </tr> </tbody> </table>		Document	Status	Parent Form	Attached by Dennis D Ramm on 2/12/2018	<u>IL Procurement Gateway Financial Disclosures and COI - STV ESOP 2.12.18.pdf</u> (PDF, 1.04 MB)	<u>IL Procurement Gateway Financial Disclosures and COI - STV Group 2.12.18.pdf</u> (PDF, 419.50 KB)	
Document	Status							
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<u>IL Procurement Gateway Financial Disclosures and COI - STV Group 2.12.18.pdf</u> (PDF, 419.50 KB)								
<p>C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST pd</p> <p>Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)</p> <p>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? pd</p> <p>Yes, the information is not publicly available (If any <u>individuals</u> are listed, answer Yes or No to questions 5-8 and 11-20.)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Document</th> <th>Status</th> </tr> </thead> <tbody> <tr> <td>List of individuals or entities meeting one or more of the listed thresholds. <u>IPG Percentage of Ownership and Distributive Income Form.docx</u> (DOCX, 125.65 KB)</td> <td>Attached by Dennis D Ramm on 2/2/2018</td> </tr> </tbody> </table>		Document	Status	List of individuals or entities meeting one or more of the listed thresholds. <u>IPG Percentage of Ownership and Distributive Income Form.docx</u> (DOCX, 125.65 KB)	Attached by Dennis D Ramm on 2/2/2018			
Document	Status							
List of individuals or entities meeting one or more of the listed thresholds. <u>IPG Percentage of Ownership and Distributive Income Form.docx</u> (DOCX, 125.65 KB)	Attached by Dennis D Ramm on 2/2/2018							

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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?

Not applicable - No individuals disclosed in question 1

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

Not applicable - No individuals disclosed in question 1

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

No

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

No

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

No

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

No

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

No

Additional Information

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

Vendor Name: STV Incorporated

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
STV Group, Incorporated	225 Park Avenue South New York, NY 10003	100%	68,004,000	100%	5,345,000
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.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**ILLINOIS PROCUREMENT GATEWAY
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are **seven** steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Vendor Name	STV Incorporated
Doing Business As (DBA)	
Disclosing Entity	STV Group, Incorporated
Disclosing Entity's Parent Entity	STV Group, Incorporated Employee Stock Ownership Plan
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe:

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL**

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

- 1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

- 2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

- 4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, 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.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
STV Group, Incorporated Employee Stock Ownership Plan	225 Park Avenue South New York, NY 10003-1604	100%	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, 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.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed 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 disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
N/A	

**STEP 3
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **N/A – No individuals were disclosed in Step 2, Option A.**

- Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
- Have you, your spouse, or minor child been 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? Yes No
- Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been 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? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: **N/A – No individuals were disclosed in Step 2, Option A.**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you 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 office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

8. Do you 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? Yes No
9. Do you 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? Yes No
10. Do you 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? Yes No

**STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

**STEP 6
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: **for STV Group, Incorporated**

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.

**STEP 7
SIGN THE DISCLOSURE**

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: **STV Group, Incorporated**

Signature: _____



Date: February 12, 2018

Printed Name: Thomas Butcher

Title: Chief Financial Officer, STV Group, Incorporated

Phone Number: 610-385-8570

Email Address: Thomas.butcher@stvinc.com

**ILLINOIS PROCUREMENT GATEWAY
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are **seven** steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Vendor Name	STV Incorporated
Doing Business As (DBA)	
Disclosing Entity	STV Group, Incorporated Employee Stock Ownership Plan
Disclosing Entity's Parent Entity	
Instrument of Ownership or Beneficial Interest	Other <input type="checkbox"/> If you selected Other, please describe: ESOP Interests

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL**

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, 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.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Please refer to Attachment A – Table X and Attachment B – Table X Supplemental Information			

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, 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.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed 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 disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
N/A	

**STEP 3
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: **Responses are provided for each individual listed on Attachment A/Table X**

- Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
- Have you, your spouse, or minor child been 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? Yes No
- Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been 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? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: **Responses are provided for each individual listed on Attachment A/Table X**

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you 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 office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

8. Do you 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? Yes No
9. Do you 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? Yes No
10. Do you 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? Yes No

**STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

**STEP 6
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: **Responses are provided for each individual listed on Attachment A/Table X and for STV Group, Incorporated Employee Stock Ownership Plan**

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.

**STEP 7
SIGN THE DISCLOSURE**

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: **STV Group, Incorporated Employee Stock Ownership Plan**

Signature _____

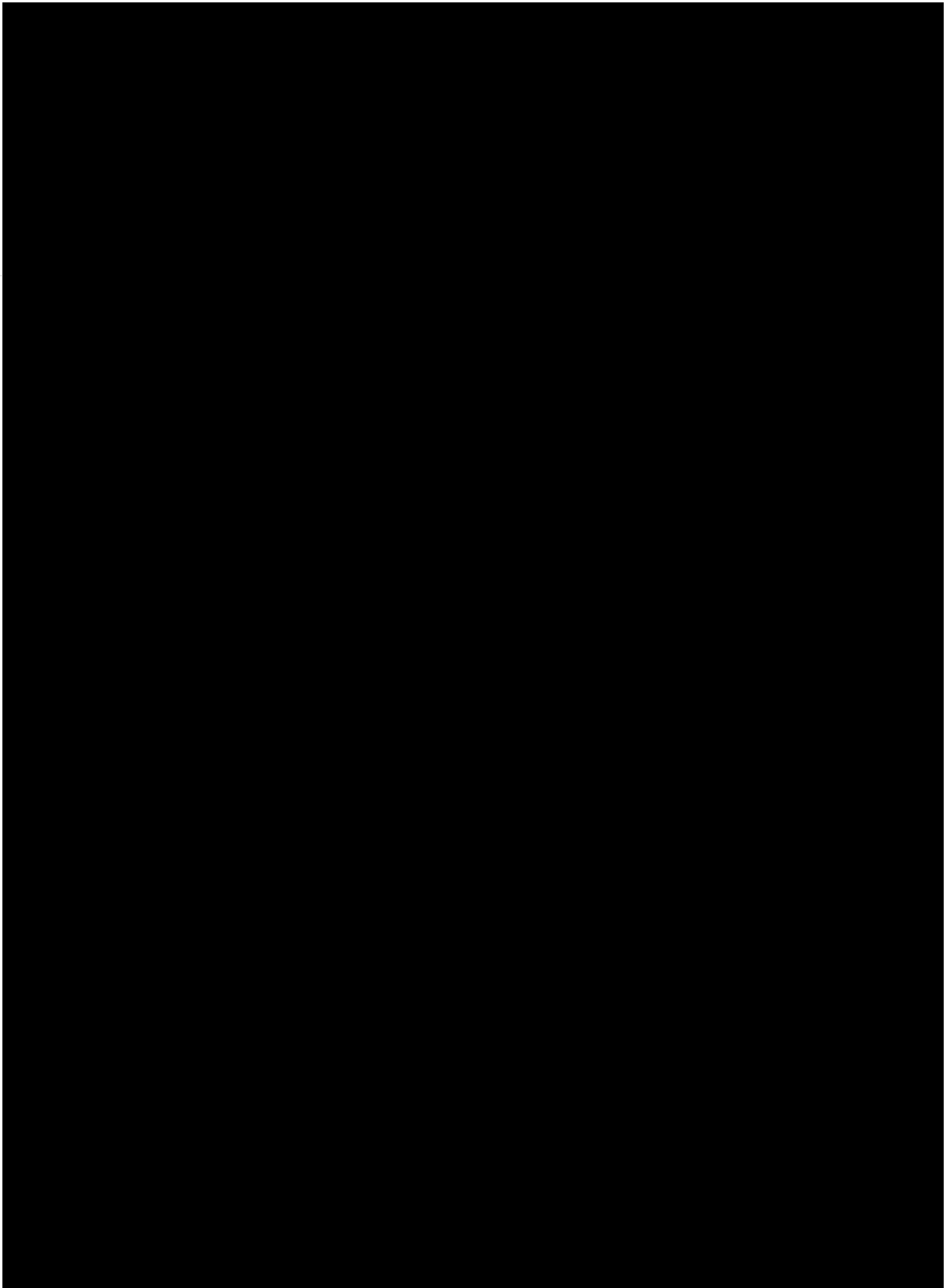
Date: February 12, 2018

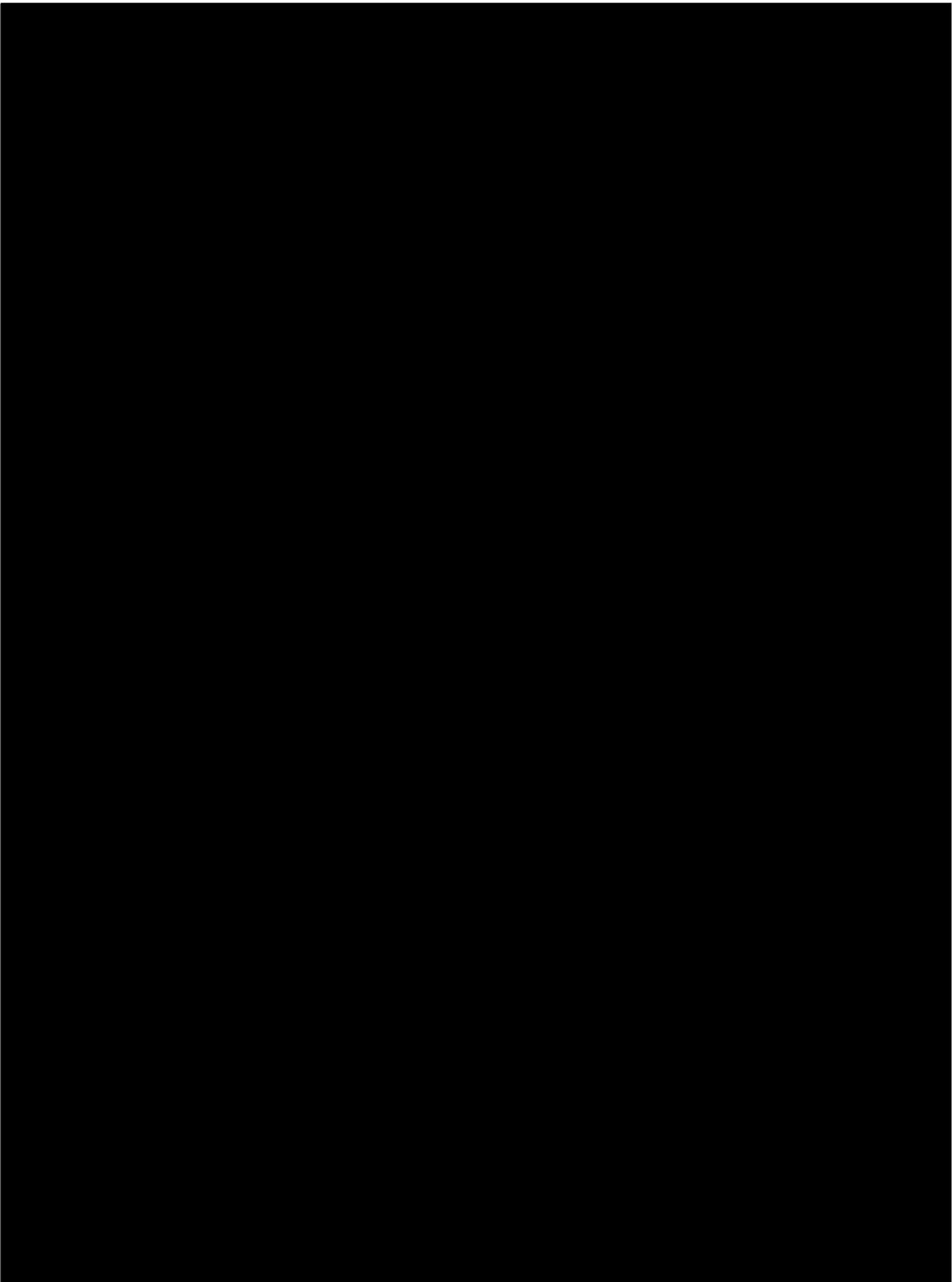
Printed Name: Thomas Butcher

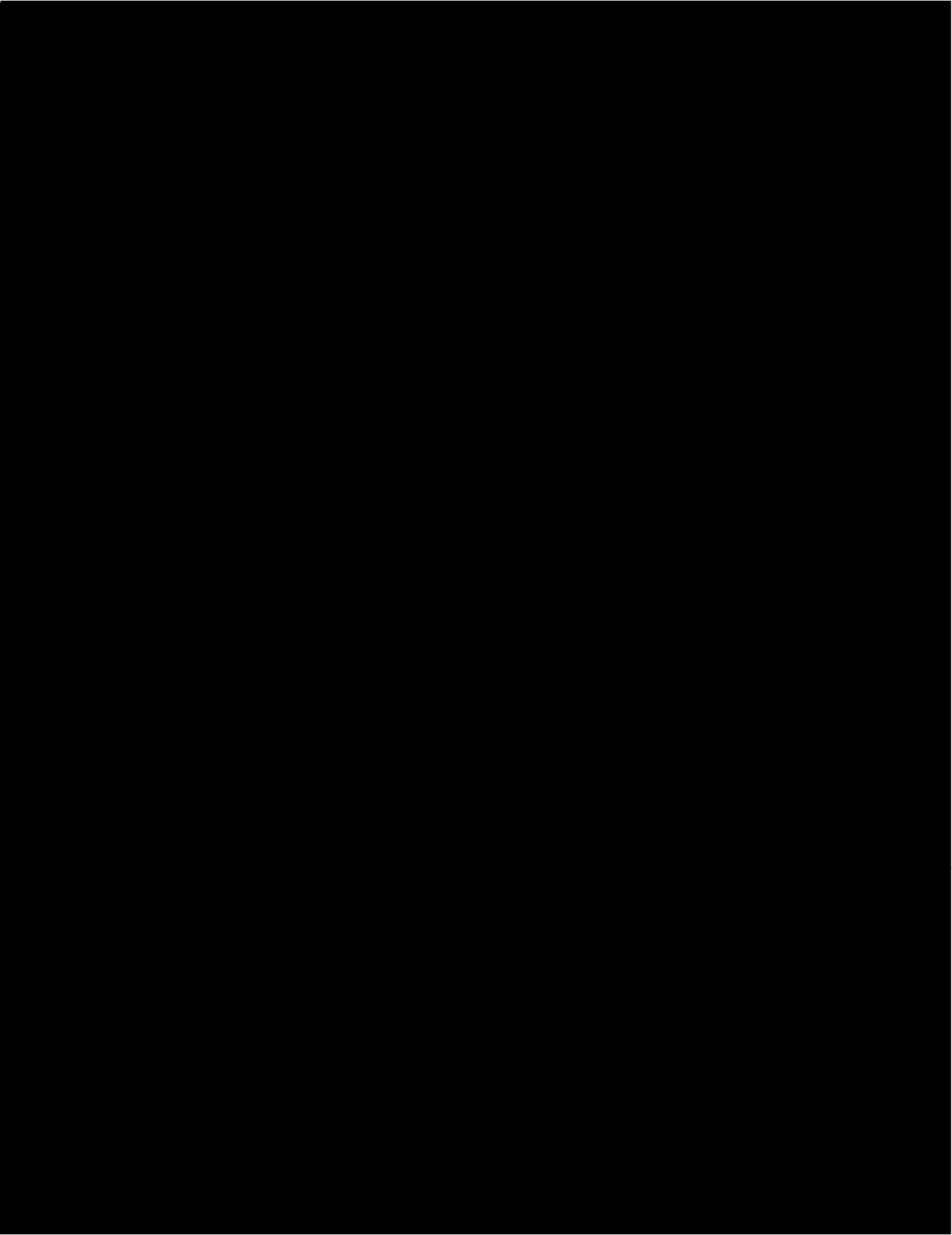
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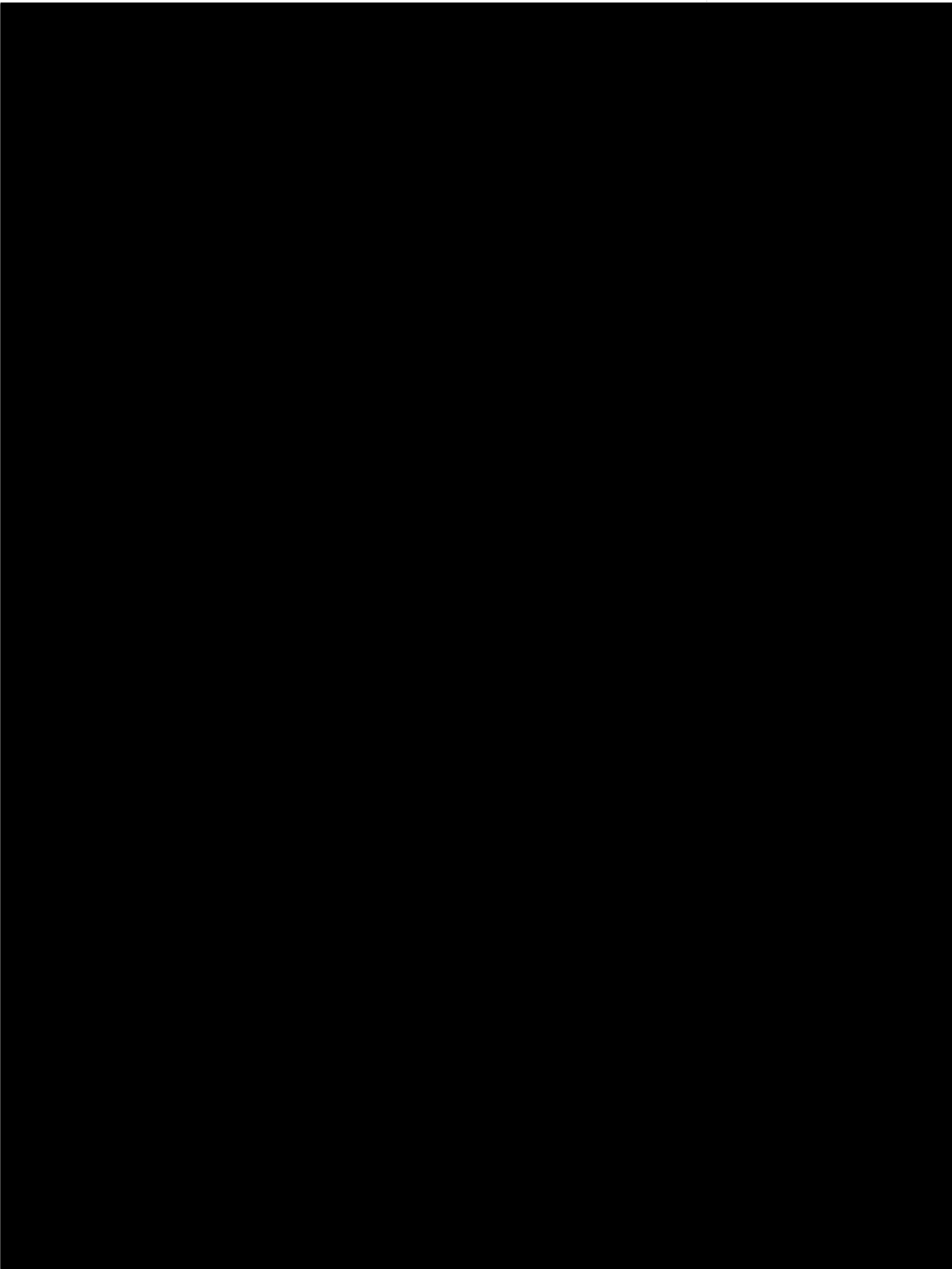
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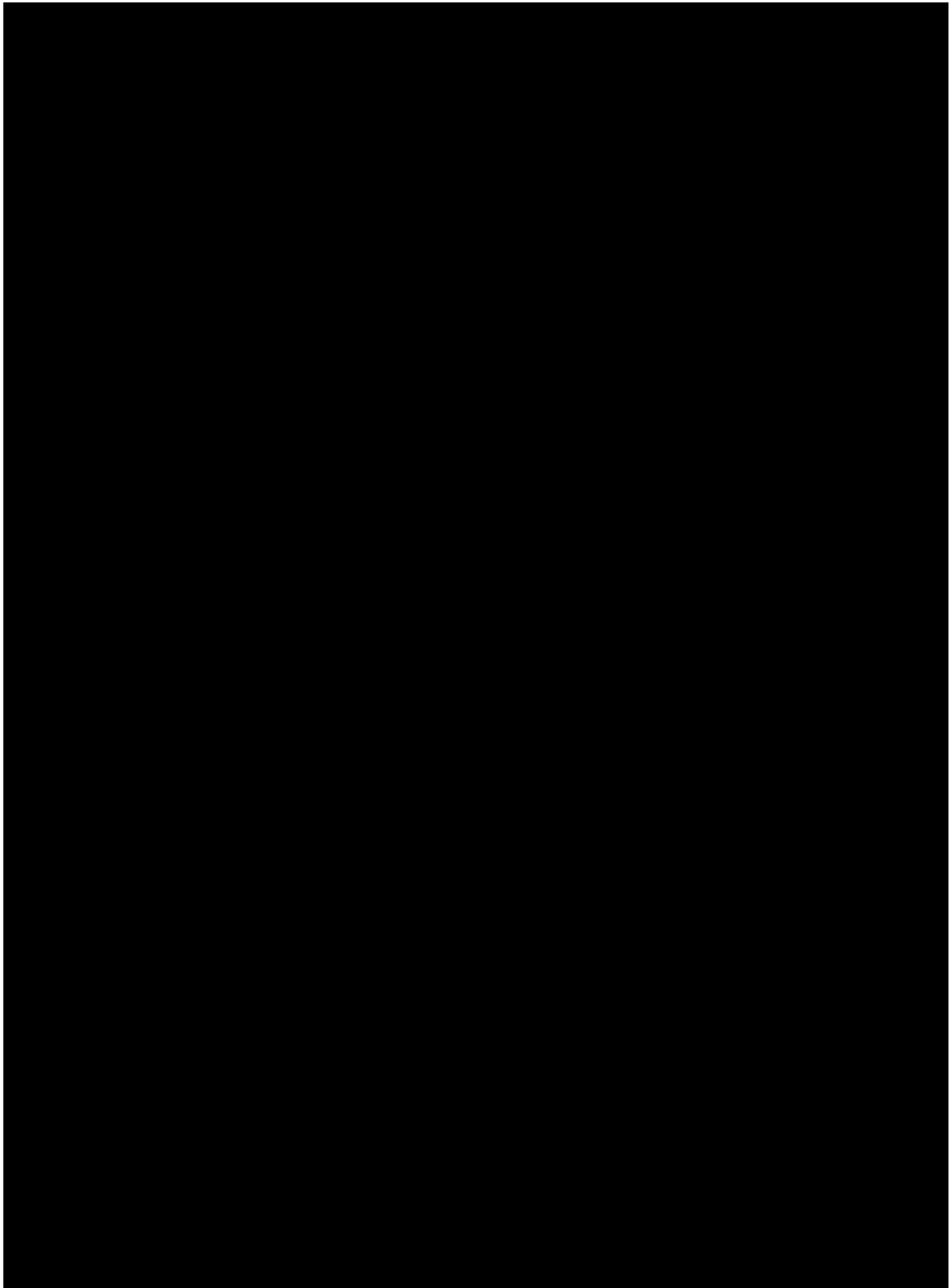
Email Address: Thomas.butcher@stvinc.com

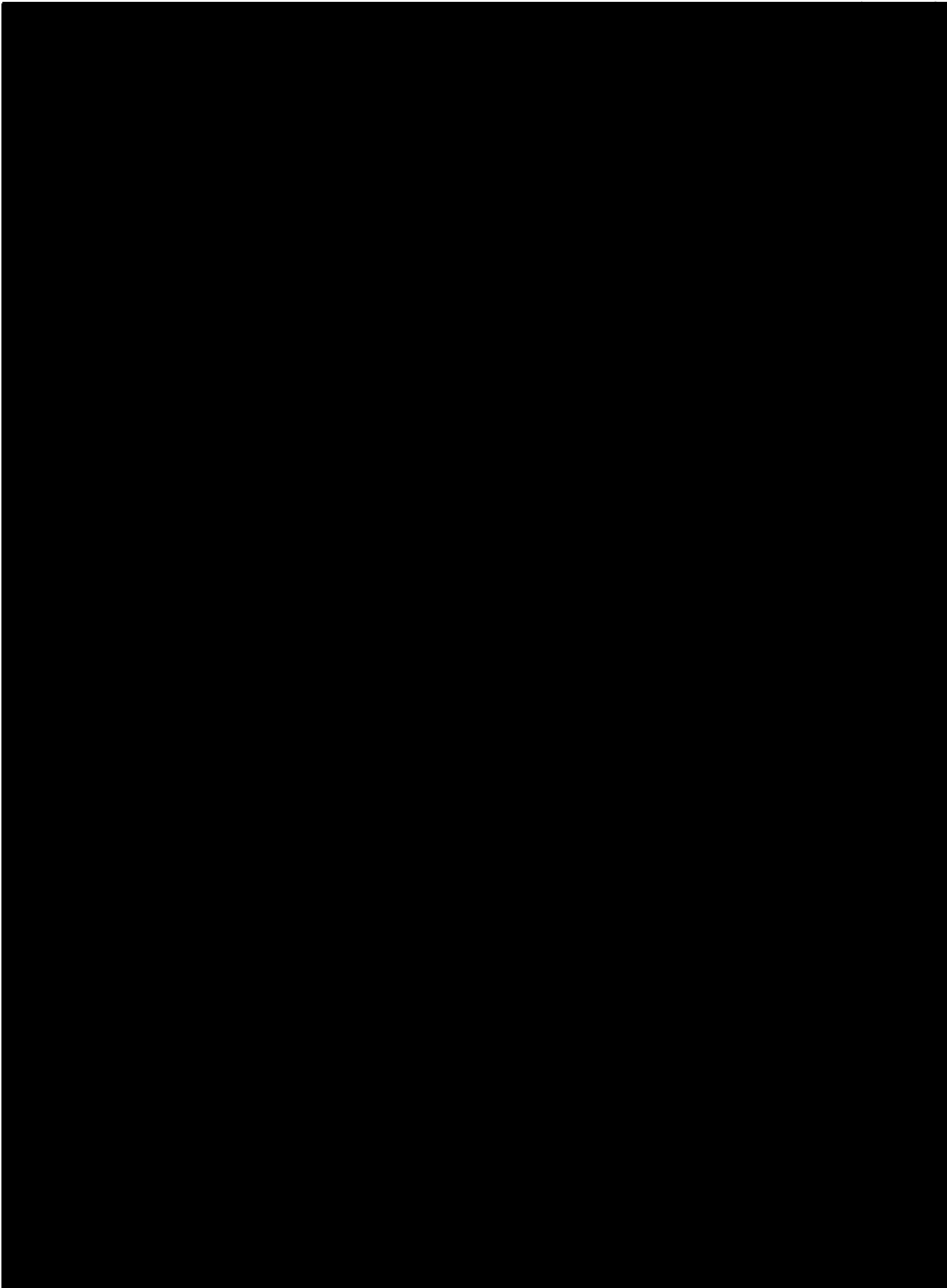


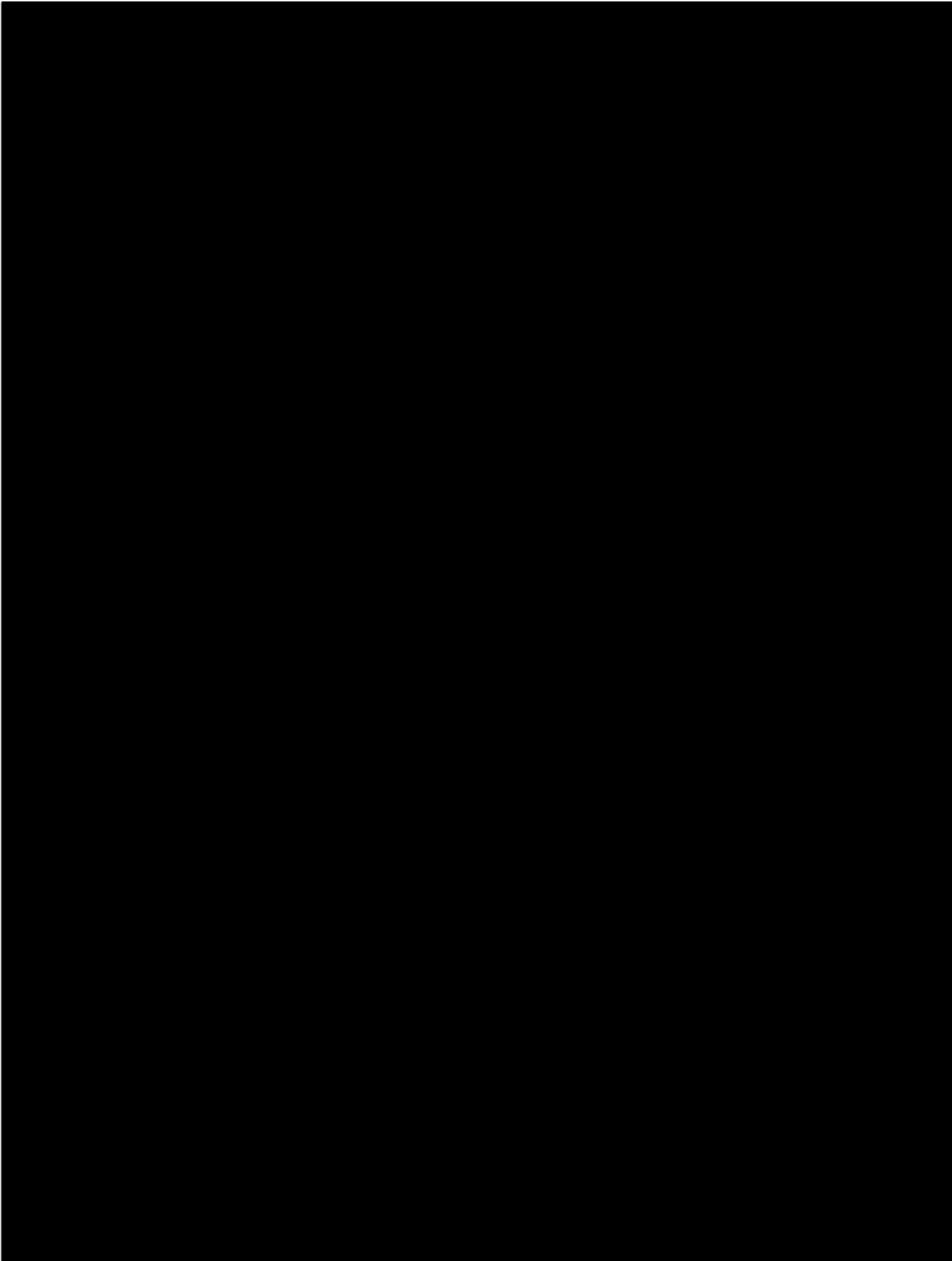


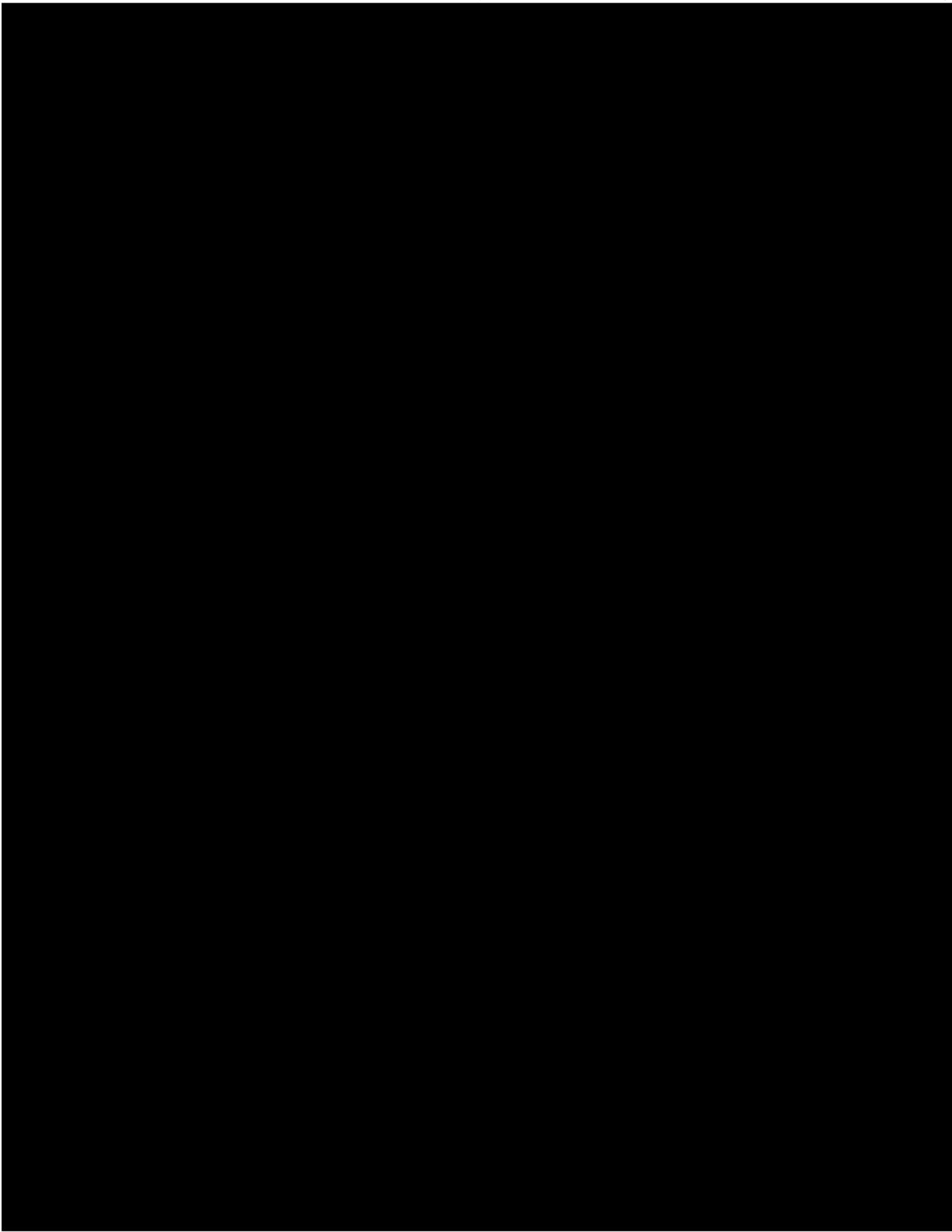


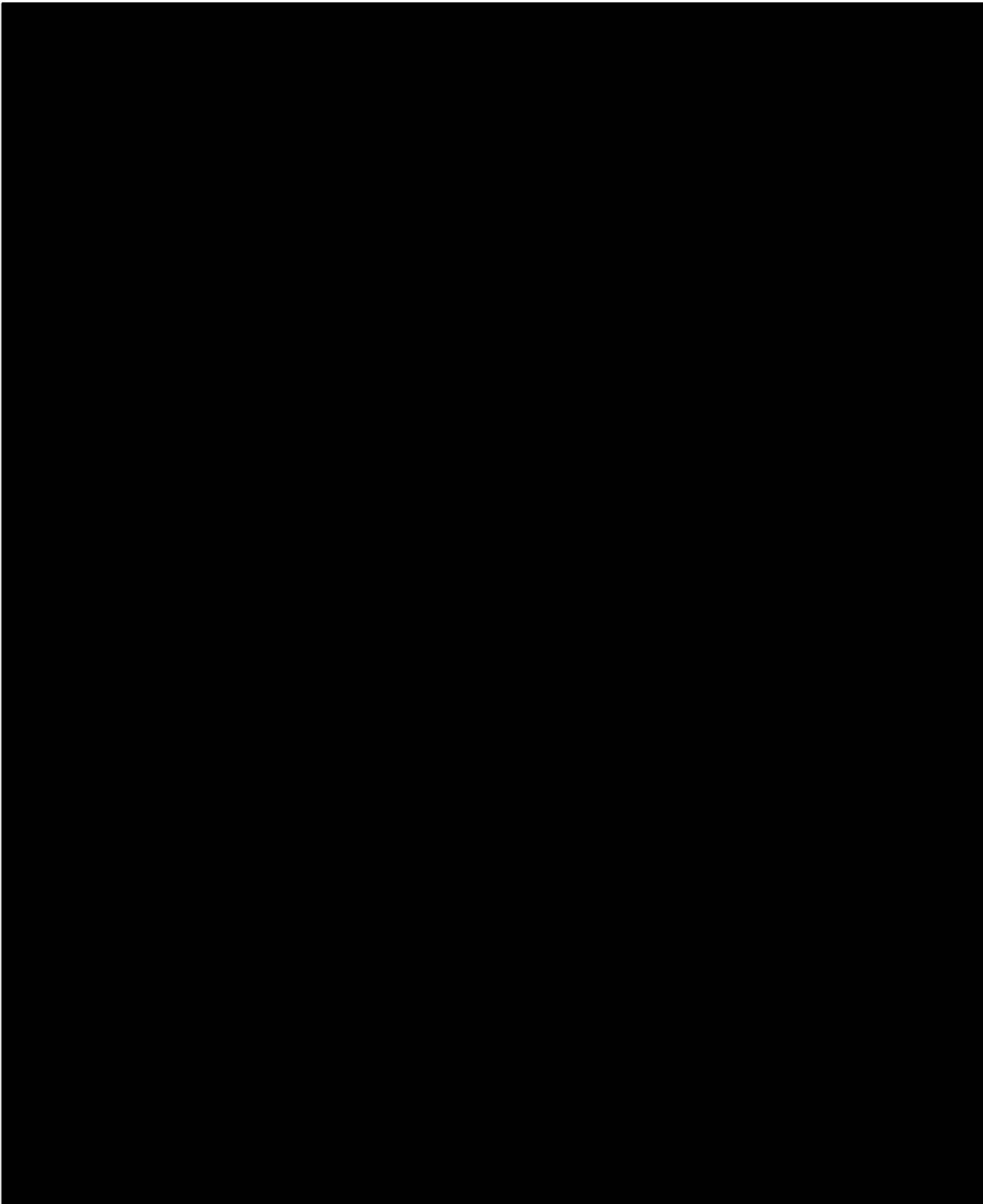












CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/29/2018

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

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

PRODUCER Conner Strong & Buckelew Two Liberty Place 50 S. 16th Street, Suite 3600 Philadelphia, PA 19102	CONTACT NAME: Tekoa Judge
	PHONE (A/C, No, Ext): 877 861-3220 FAX (A/C, No): 8567959783 E-MAIL ADDRESS: tjudge@connerstrong.com
INSURED STV Incorporated 200 W. Monroe Street Suite 1650 & 1675 Chicago, IL 60606	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Houston Casualty Company 42374
	INSURER B : XL Insurance America Inc 24554
	INSURER C : New Hampshire Ins. Co. 23841
	INSURER D : Underwriters At Lloyds 32727
	INSURER E : National Union Fire Insurance Co. 19445
INSURER F :	NAIC #


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	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR \$10,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	H18PC3026704	04/01/2018	04/01/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/PROP AGG \$4,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	CA4489616 (AOS) CA4489614 (MA) \$250 COMP DED \$500 COMP DED	04/01/2018 04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	US00083352LI18A	04/01/2018	04/01/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	015893609 (AOS) 015893610 (CA)	04/01/2018 04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			B0146LDUSA1804552	04/01/2018	04/01/2019	Per Claim: \$2,000,000 Aggregate: \$2,000,000

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

1. Property Coverage:
 Policy #: NAP200239100 / Policy Term: 4/1/2018 - 4/1/2019
 Insurance Carrier: North American Elite Insurance Company / NAIC#: 29700
 Valuable Papers Limits: \$5,000,000
 All Risk Coverage - Agreed Value
 (See Attached Descriptions)

CERTIFICATE HOLDER Illinois Tollway 2700 Ogden Avenue Downers Grove, IL 60515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

2. The Captioned Commercial General Liability Policy includes the following coverage:

- a. XCU
- b. Contractual Liability
- c. Contractual Liability - Railroads is included by amending the definition of an "Insured Contract" when working within 50ft of a Railroad (CG 24 17 10 01)

3. The Captioned Workers Compensation & Employers Liability coverage includes the following coverage on an if any basis:

- a. USL&H
- b. Maritime
- c. FELA

4. A Waiver of Subrogation is provided in favor of the Additional Insureds under the captioned Commercial General Liability, Business Automobile Liability, Commercial Excess Liability, Workers Compensation & Employers Liability Coverages if required by written contract & permitted by state law.

5. The captioned Commercial Excess Liability policy is following form of the Commercial General Liability, Automobile Liability, and Employers Liability Policies.

6. 30 Days Notice of Cancellation and Non-Renewal, 10 Days Notice in the event of Non-Payment of Premium, will be provided subject to the terms and conditions of the policy.

STV Project #: TBD

Client Project #: RR-18-4382

Project Name: Stearns Road Tollway Project

Illinois State Toll Highway Authority are included as Additional Insureds if required by written contract under the following coverage: Commercial General Liability, Business Automobile Liability and Commercial Excess Liability Coverage. The Additional Insured coverage is provided on a Primary Noncontributory basis if required by written contract. The Additional Insured coverage under the Commercial General Liability is provided for both Ongoing and Completed Operations under ISO Form #s CG 2010 07 04 and CG 2037 0704.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2018 forms a part of
policy No. CA 448-96-16 issued to STV, Inc.
by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

**ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY
BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE
EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF
THE USE OF A COVERED AUTO.**

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



Authorized Representative or
Countersignature (in
States Where Applicable)

87950 (10/05)

POLICY NUMBER: H18PC30267-04

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



POLICY NUMBER: H18PC30267-04

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



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: 8/27/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-18-4382

Consultant: STV Incorporated

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Meetings/FC/Coord												37	37	74
Concept Report												393	393	786
Phase II Design												1	1	2
Survey												3	3	6
Geotech Invest												14	14	28
Admin & Manage														
TOTALS												448	448	896

Contract Number: RR-18-4382

Consultant: STV Incorporated

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Meetings/FC/Coord	37	37	37	37	37	37	37	37	37	37	36	36	442
Concept Report	392												392
Phase II Design		365	365	365	365	365	365	365	365	365	365	30	3680
Survey	1	1	1	1	1	1	1						6
Geotech Invest	3	3	3	3	2	2	2						18
Admin & Manage	14	14	14	14	14	14	14	14	14	14	14	13	167
TOTALS	447	420	420	420	419	419	418	416	416	416	415	79	4705

Contract Number: RR-18-4382

Consultant: STV Incorporated

STV Incorporated

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Meetings/FC/Coord	36	36												72
Concept Report														
Phase II Design	30	28												58
Survey														
Geotech Invest														
Admin & Manage	13	13												26
TOTALS	79	77												156

Contract No.: RR-18-4382

Consultant: STV Incorporated

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>5,757.00</u> (Total Work Hours from Exhibit A)	<u>\$ 48.00</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>276,336.00</u>
---	---	--

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 773,740.80

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 42,000.00

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 571,867.60

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ 98,000.00

TOTAL SERVICES BY OTHERS \$ 669,867.60

D. ADDITIONAL SERVICES (Prime Consultant)

\$ -
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

-
(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 1,485,608.40

ALLOWABLE DIRECT COSTS

08.01.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Photo Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

Contract No.: RR-18-4382

Consultant: STV Incorporated

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Ted Lachus

Project Engineer: Roger Winkelmann

Resident Engineer: _____

Documentation Engineer: _____

Roadway Design: Patrick McCluskey

Structural Engineer: Shawn Brodaski

Project Drainage Engineer: _____

QC/QA Structural John Neu

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

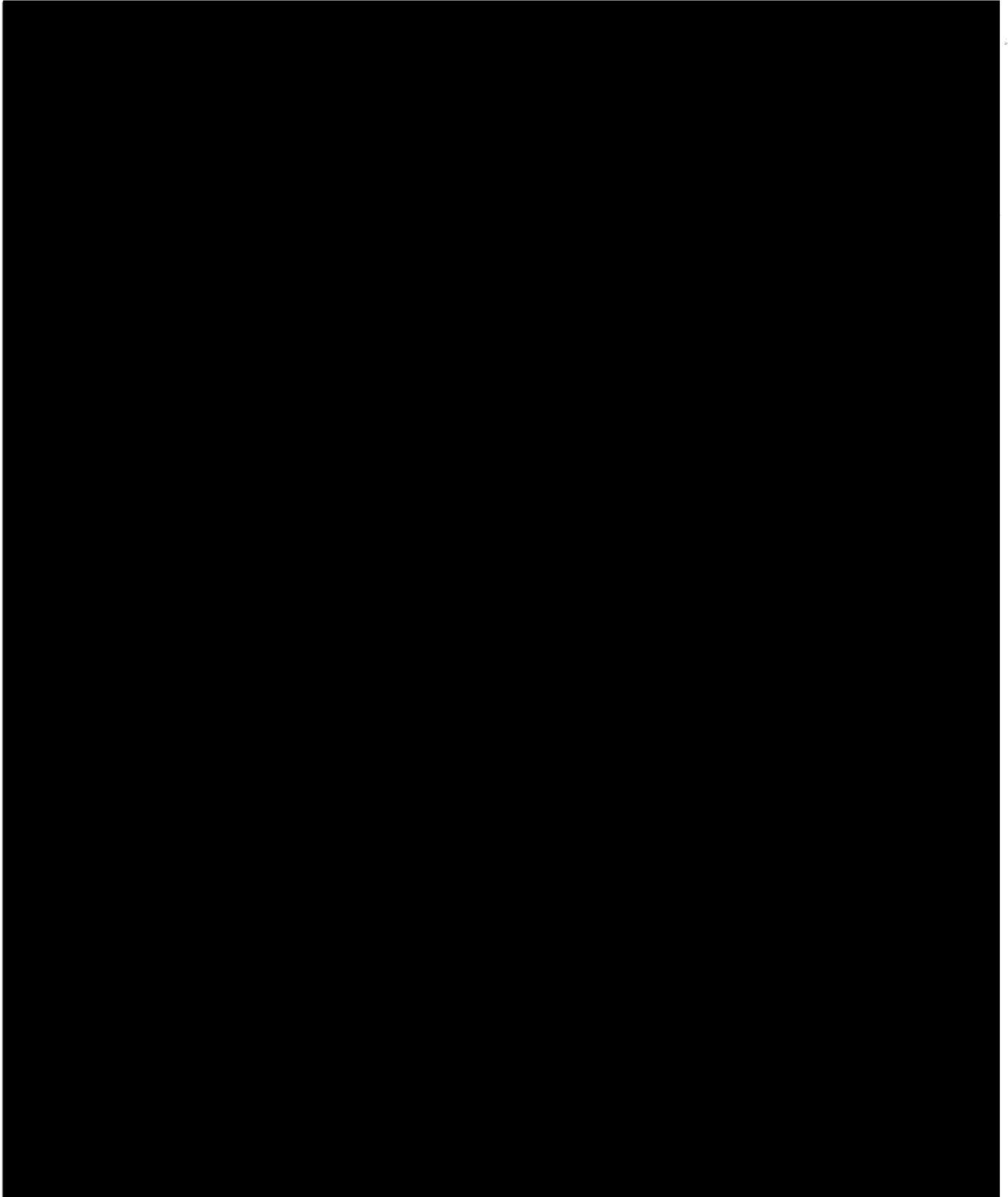
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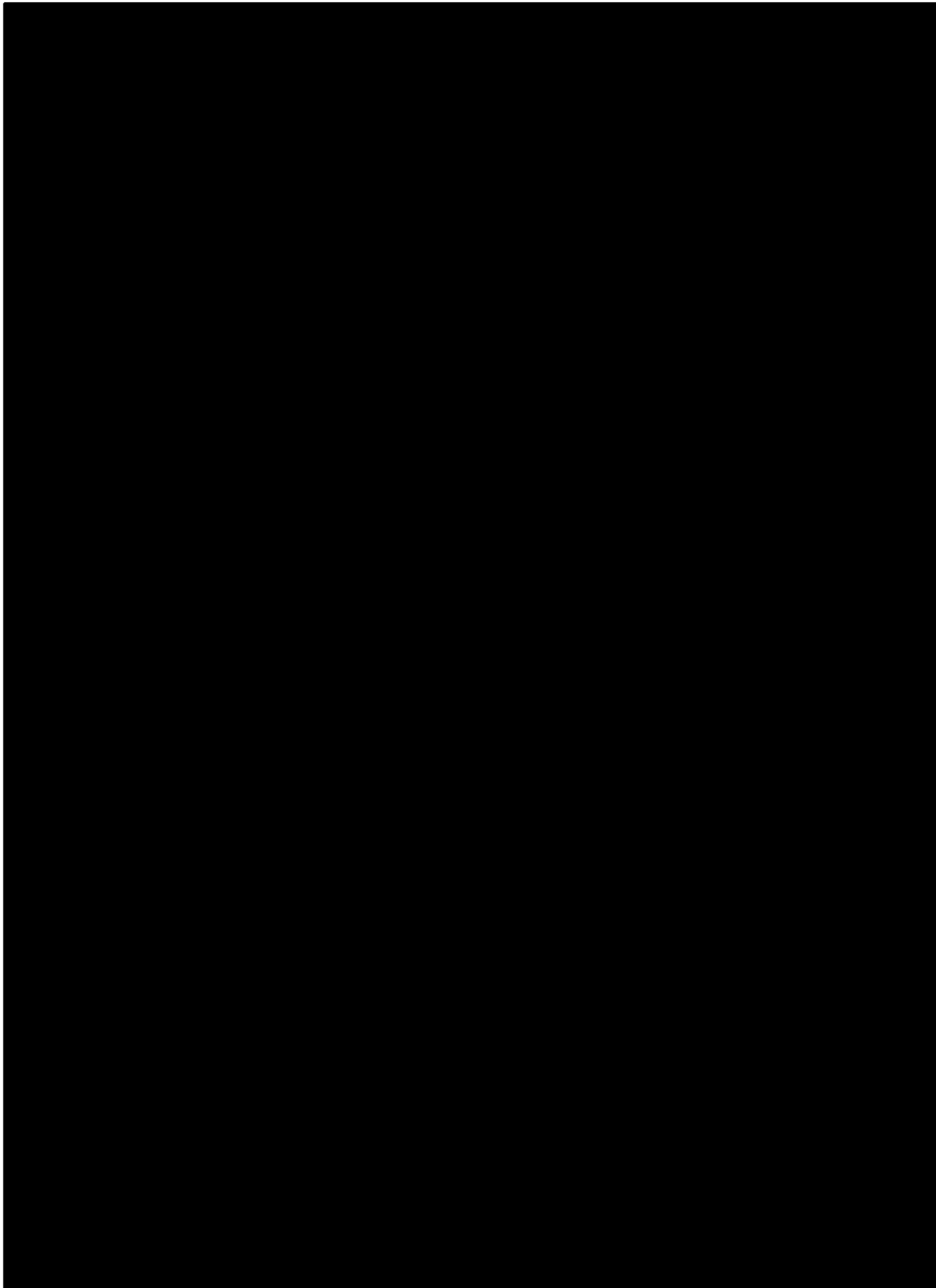
Name: _____

Classification: _____

Ted Lachus, P.E.

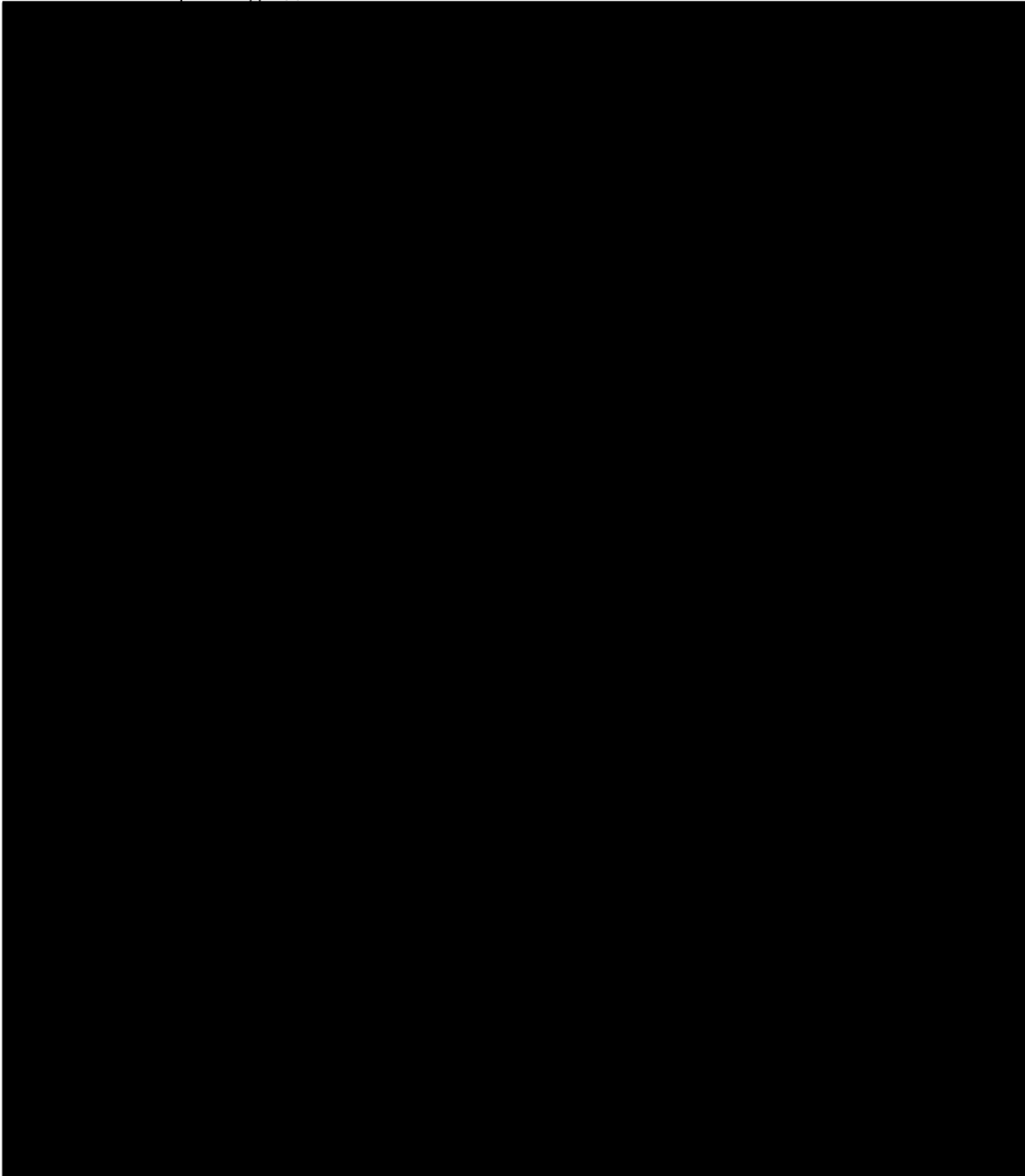
Project Manager

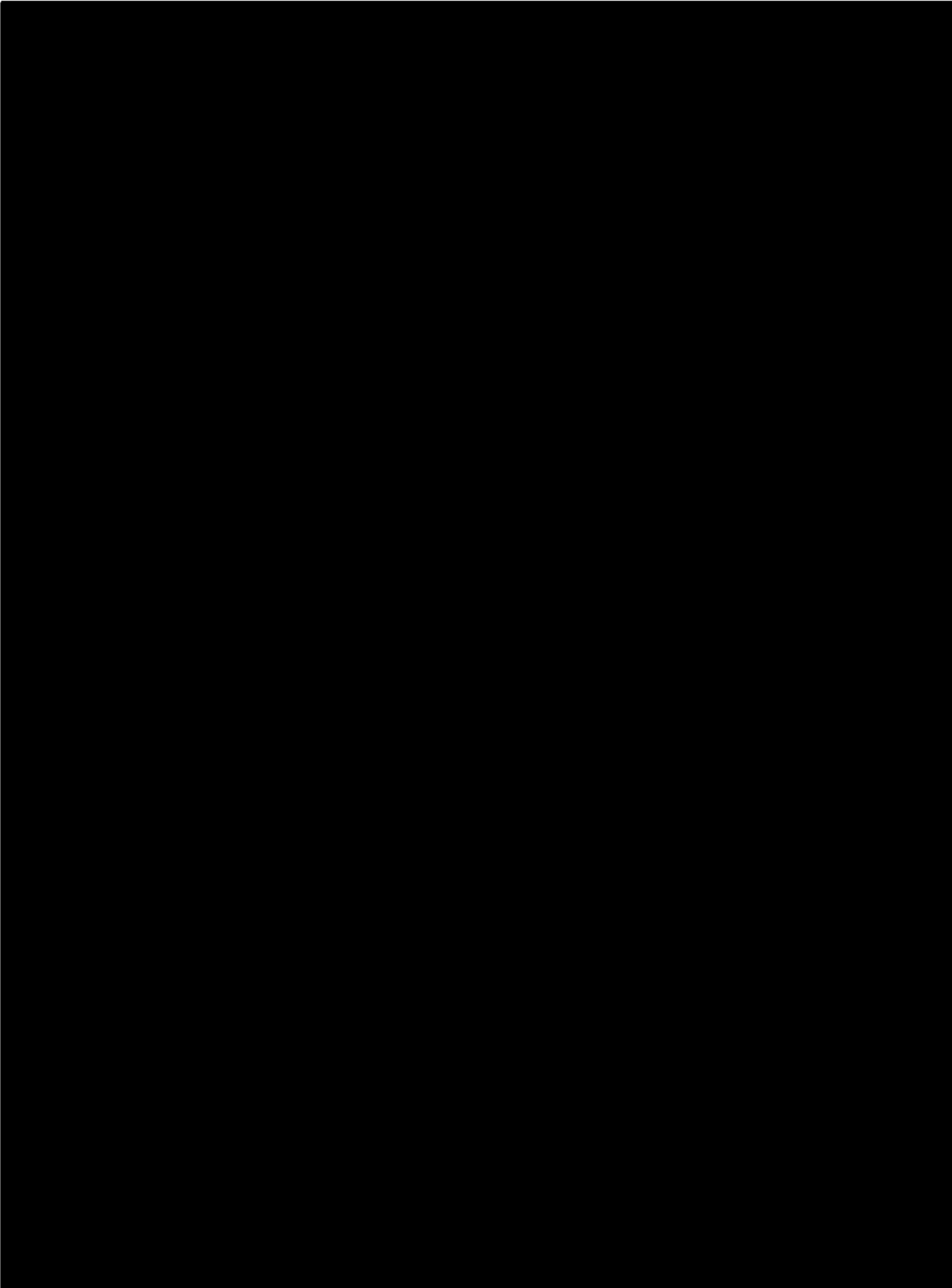




Roger Winkelmann, P.E., S.E.

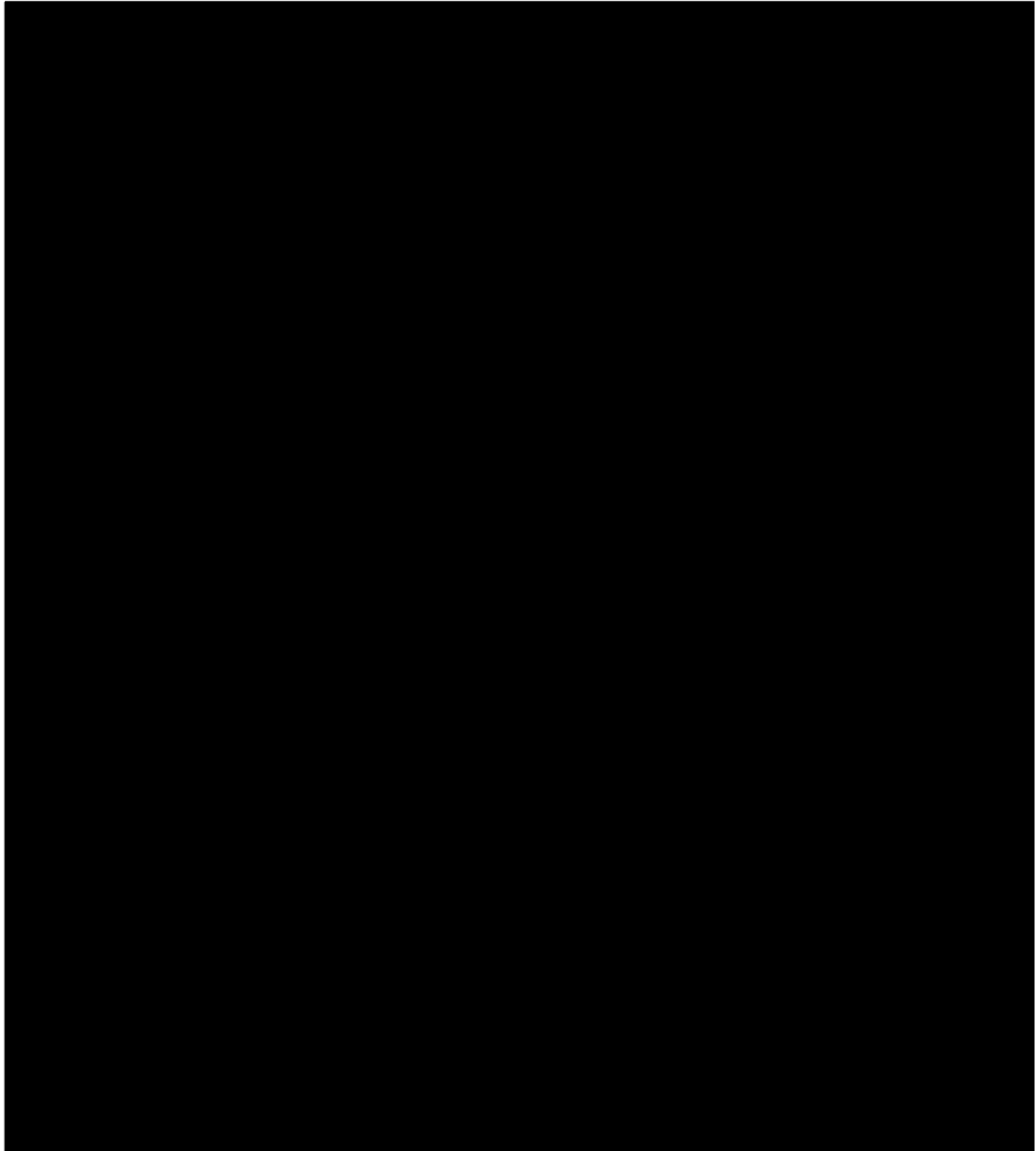
Project Engineer

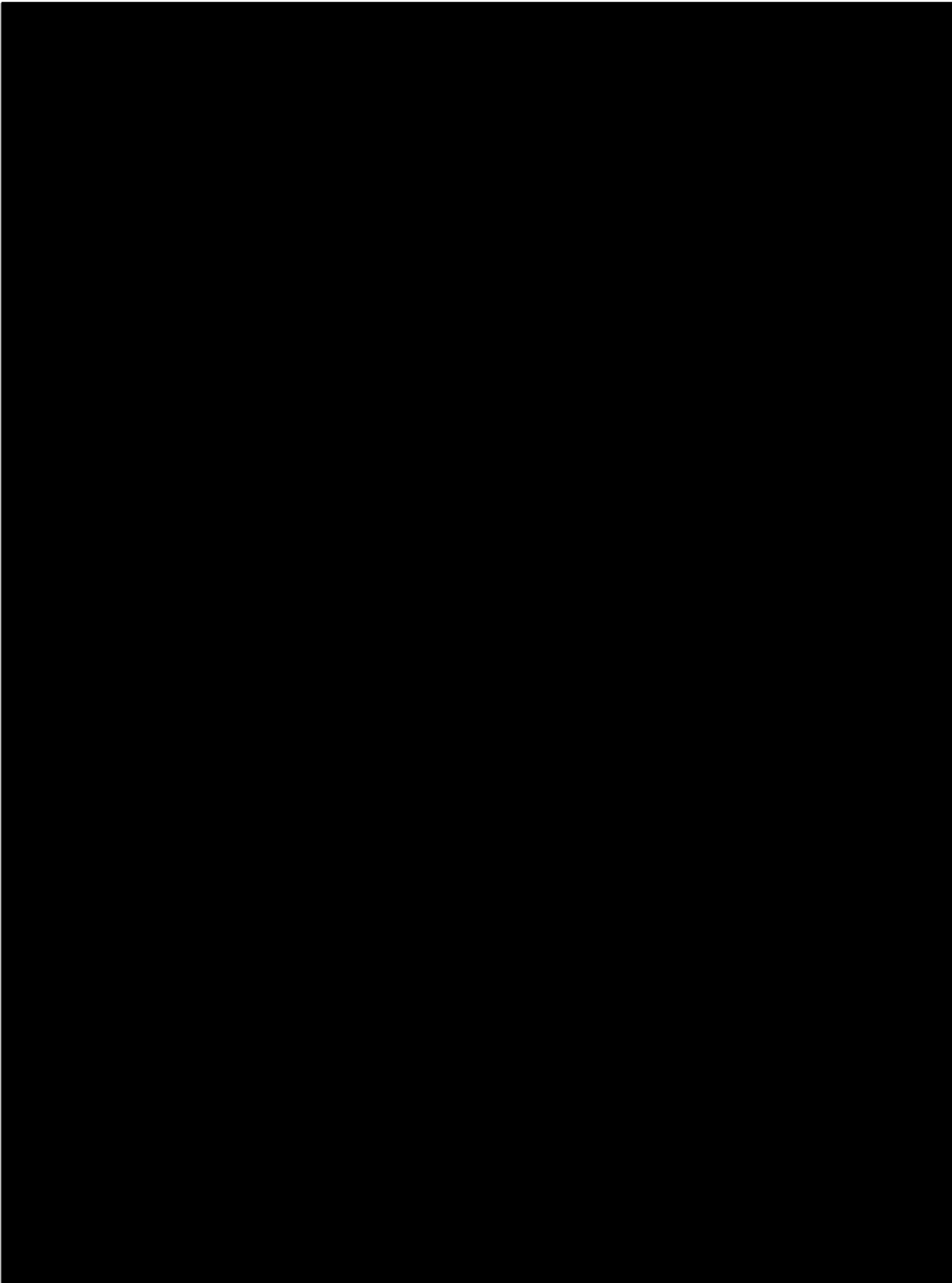




Patrick McCluskey, P.E.

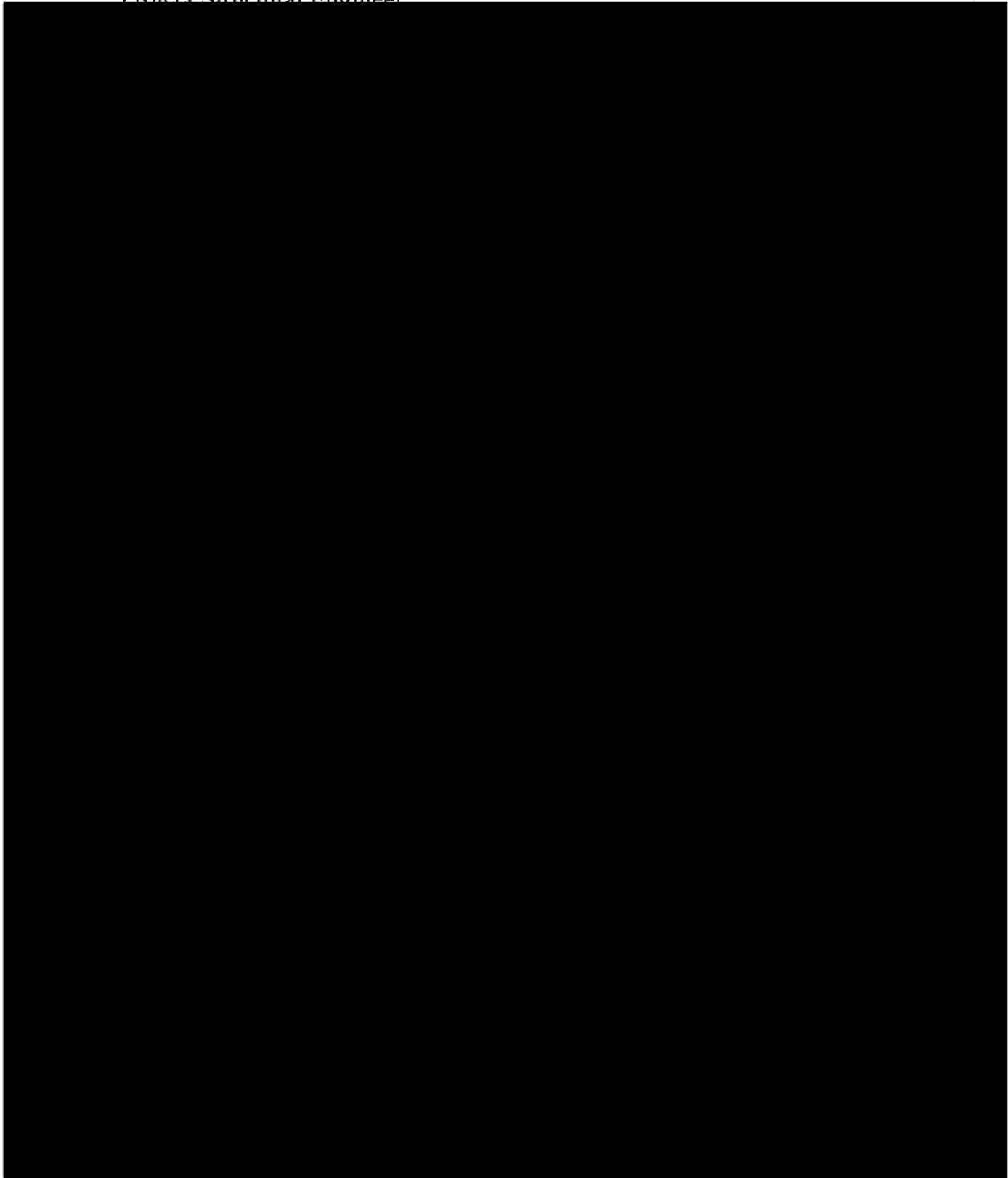
Roadway Design

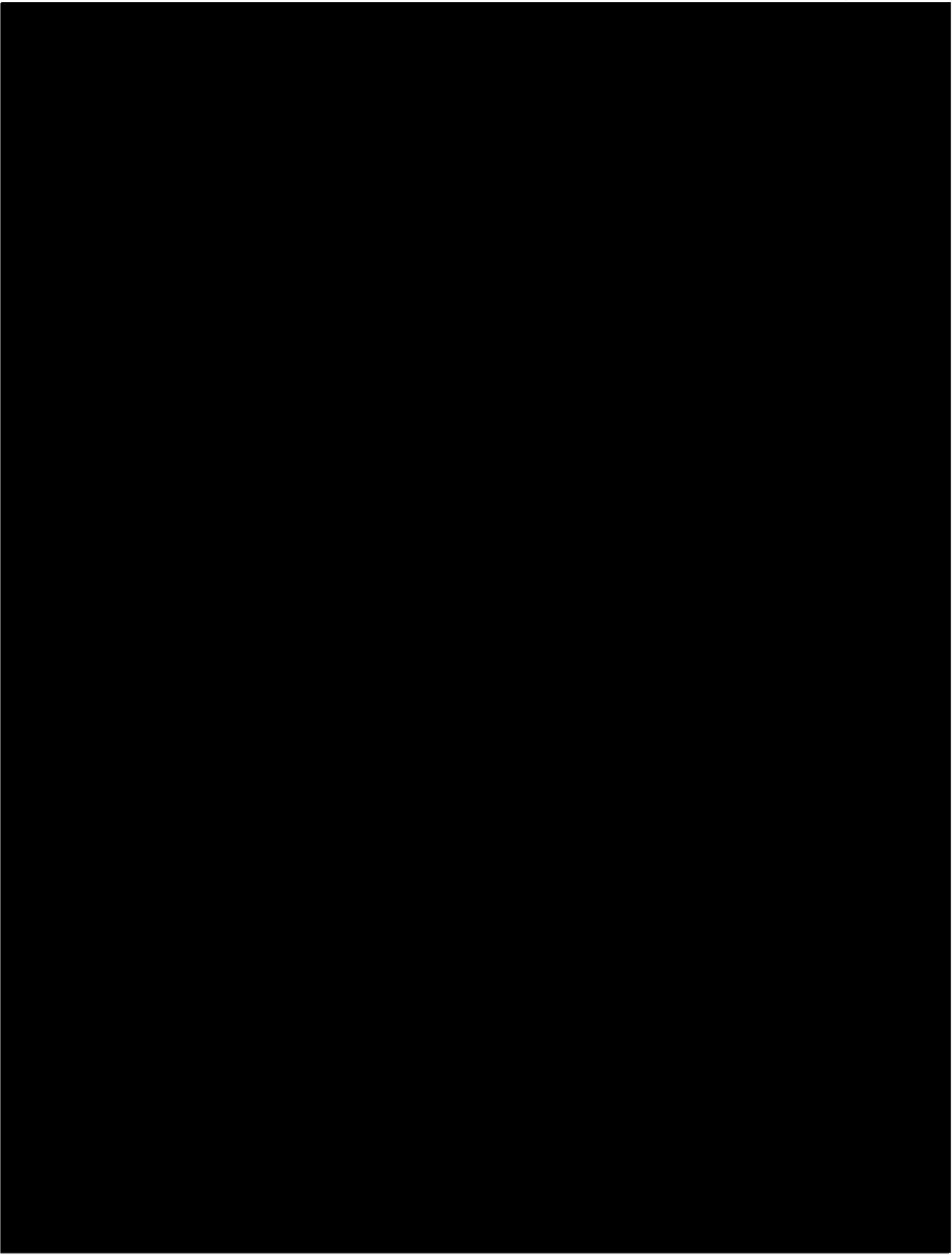




Shawn Brodaski, P.E., S.E.

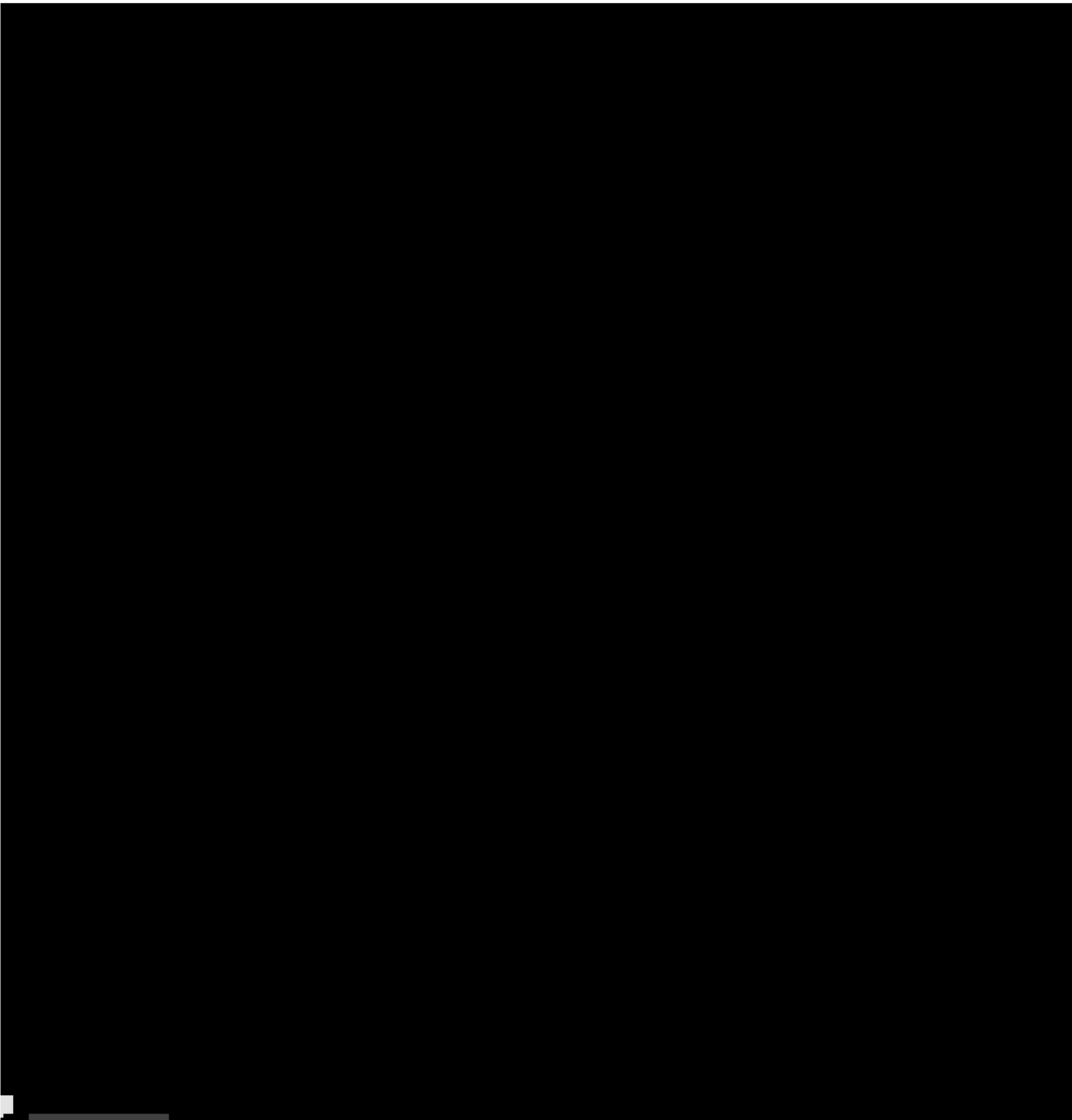
Project Structural Engineer





John Neu, P.E., S.E.

QC/QA Structures



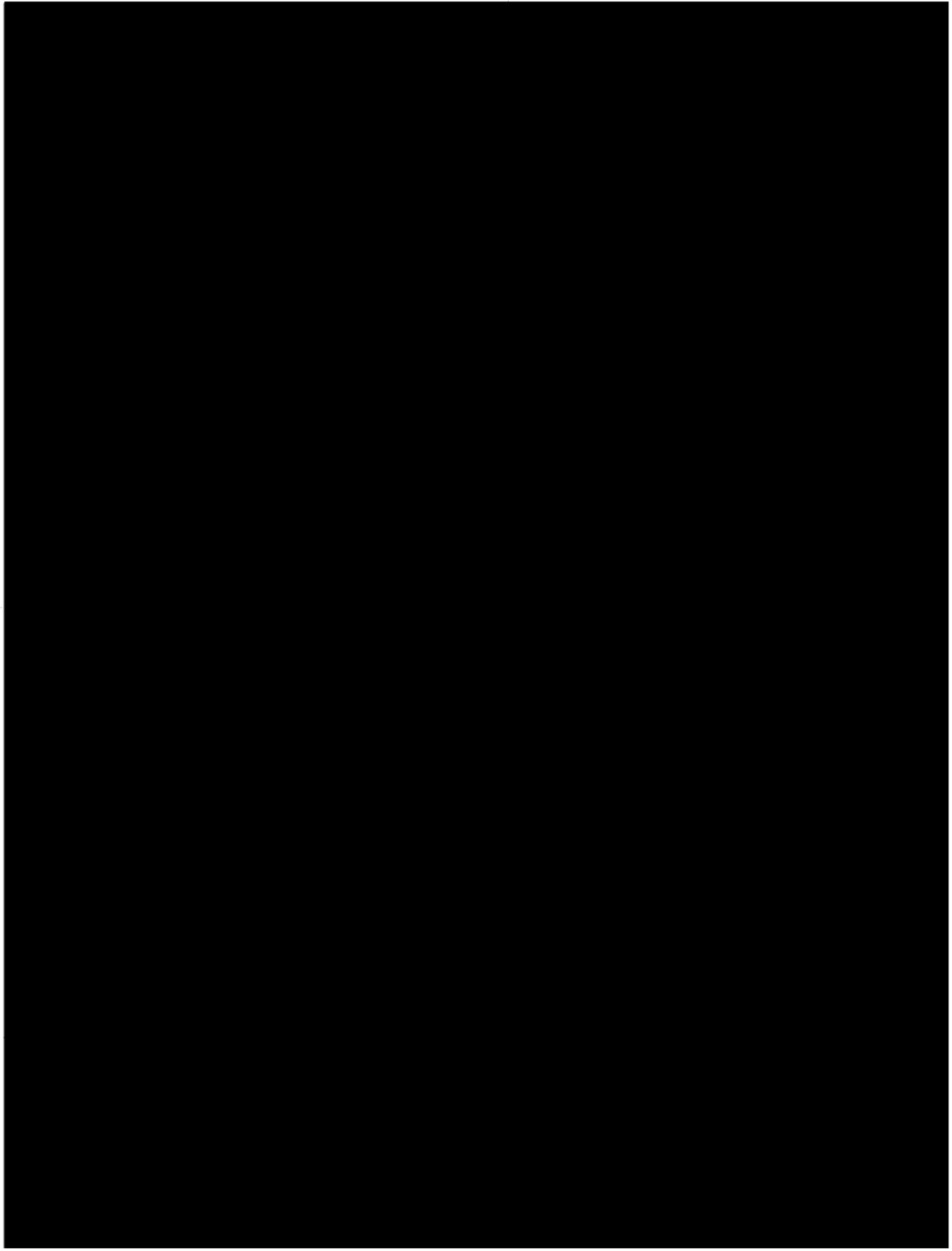


Exhibit F

Scope of Work

**Tri-State Tollway (I-94), Stearns School Road Bridge Reconstruction,
(M.P. 7.5)**

Contract No. RR-18-4382

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to prepare contract plans and specifications for the proposed bridge reconstruction of the Stearns School Road bridge on the Tri-State Tollway at (M.P. 7.5) in Lake County, Illinois. The Tollway may adjust the project limits and project scope to more accurately reflect the field conditions.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT RR-18-4382

The Design Section Engineer's (DSE) services under Contract RR-18-4382 shall consist of the preparation of contract plans and specifications for the above described project, together with the identification of potential utility conflicts as per the requirements of the Tollway's Design Section Engineer's Manual, as amended by the Tollway, and herein specified. The design criteria and policies, Standard Specifications, materials and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Tollway jurisdiction. The design criteria and policies, materials and construction requirements of the Illinois Department of Transportation shall apply outside the Tollway jurisdiction area.

More specifically, the project improvements require design tasks for which design services shall be provided by the DSE to include, but not be limited to the following:

A. ROADWAY REQUIREMENTS

1. Utilize existing aerial mapping, including contours for developing exhibits, right-of-way analysis, etc.
2. Identify utility impacts on construction, right-of-way, costs, and project schedule.
3. Conduct supplementary survey and right-of-way studies as required.
4. Develop maintenance of traffic and construction staging options for each alternative and corresponding progress schedules.

B. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

1. During this phase, the DSE shall prepare Design Concepts, perform designs and prepare contract plans and documents for roadway and bridge repair and rehabilitation, to include, but not be limited to, the following:
 - a. Roadway design.
 - b. Reconstruction or rehabilitation/ widening of the bridge.
 - c. New drainage structures and modification of existing drainage system.
 - d. Provide erosion control for all construction zones.
 - e. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual.
 - f. Provide pavement markings, delineators and signage for the contract limits.

- g. Provide barrier warrant analysis for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
- h. Provide maintenance of traffic plans including those for impacts to local facilities.
- i. Protection and / or relocation of utilities.
- j. All other appurtenant and miscellaneous items.

C. STRUCTURAL REHABILITATION AND MODIFICATION

- 1. Perform detailed inspections and preparation of bridge condition reports of the structure, including life cycle cost analyses with recommendations to be reviewed and approved by the Tollway.

D. ENVIRONMENTAL STUDIES AND REPORTS

- 1. Determine and evaluate potential environmental impacts.
- 2. Completion of a two- part Environmental Studies Inventory Sheet (ESIS). Part I shall be submitted no more than four weeks following notice to proceed. Part II shall be submitted with preliminary plans.
- 3. Evaluate and develop erosion control plans/measures if necessary.

E. MAINTENANCE OF TRAFFIC

Protection and maintenance of Tollway and crossroad traffic, and maintenance of toll operations during construction.

F. UTILITIES

- 1. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
- 2. Verify location of existing communications cables and utilities with respect to the proposed improvements.
- 3. All utilities coordination shall be performed in accordance with the DSE Manual, specifically with requirements of Subsection 4.5.15 and Section 6.

III. DESIGN SECTION ENGINEER'S (DSE's) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

- 1. The DSE shall furnish services in accordance with the articles contained in the Illinois Tollway DSE Manual and all applicable Tollway Criteria, Manuals and Bulletins.

B. FIELD SURVEY

- 1. The DSE shall perform all survey work necessary for the design of the project in accordance with the appropriate sections of the DSE's Manual,

- or as required for compliance with governing design criteria to provide a complete and acceptable design.
2. Maximum use shall be made of the Tollway's record drawings and Planning and Rehabilitation Report; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
 3. Obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
 4. Utilize the Tollway's record drawings and verify features in the field. Utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
 5. All coordination with Agencies, including but not limited to the Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.

IV. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the DSE's Manual with special attention to, but not limited to, the following:

A. CONCEPT SUBMITTAL REQUIREMENTS:

1. Concept construction cost estimate.
2. Impacts to construction schedule and staging.
3. Barrier warrants samples per DSE Manual.
4. Provide written results on findings from Section III of Scope with written recommendations.
5. Maintenance of traffic concepts shall include preliminary stage layouts and duration estimates.
6. Pavement markings, delineators and signing for the contract limits.

B. OTHER SERVICES AND SUBMITTALS REQUIRED:

1. Preparation of preliminary, pre-final and final contract documents, special provisions, design and quantity calculations and construction schedule to be reviewed by the Tollway.
2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSE's as often as required to insure the final contract documents of all contracts relating to the limits are coordinated.
3. Maintenance of traffic and construction staging.
4. Final construction cost estimates will be developed by the DSE.
5. All other submittals as required in the DSE's Manual.
6. The DSE shall utilize new tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.

7. Analysis and recommendations shall be made for bridge repairs or reconstruction. Bridge Condition Reports shall contain life cycle cost analyses. The life cycle cost analysis (LCCA) shall be performed in accordance with procedures outlined in Publication No. FHWA-SA-98-079. The analysis shall use the following: Nominal discount rate of 6 %; inflation rate of 5%; life of new bridge deck equal to 50 years; a new bridge deck will be overlaid after 25 years of service, life of new bridge substructure shall be 100 years; and utilize typical unit prices developed by the Tollway.
8. Coordinate with the Tollway Project Manager on sending individual letters to municipal, township, county and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under Tollway consideration and comment on community issues of concern or support.
9. Coordinate with the Tollway Project Manager, and the Tollway's Planning Division on meeting with individual property owners, neighborhood groups and their local officials as required to address their questions or concerns regarding indirect project impacts.
10. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.

V. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

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

1. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Tollway's website at www.illinoisvirtualtollway.com.
2. The Tollway's biennial structural inspection report of the bridges within the project limits.
3. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
4. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Design Manual can be obtained from the Tollway's website at www.illinoistollway.com.
5. Copy of Illinois Tollway Railroad agreements (as required).
6. Copy of Bridge Condition Reports (as required).
7. Maintenance Section Reports.
8. Preservation and Rehabilitation Planning Report.
9. General Engineering Consultant's Special Issue Log.

PROJECT SCHEDULE

**Contract No. RR-18-4382
Tri-State Tollway (I-94), Stearns School Road Bridge Reconstruction, (M.P. 7.5)**

SCHEDULE

1.	Scoping Meeting	TBD
2.	Design Scope Submittal	TBD
3.	Design Scope Approval	TBD
4.	Notice to Proceed	TBD
5.	Project Kick-Off Meeting	TBD
6.	Concept Submittal	1/25/2019
7.	Preliminary Submittal	4/19/2019
8.	Pre-final Submittal	8/2/2019
9.	Final Submittal (Final Plan Check)	9/27/2019
10.	Advertise	12/19/2019
11.	Bid Opening	2/6/2020
12.	Board Award	3/19/2020
13.	Construction Start Date	4/17/2020

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway CRP projects. The System provides a number of benefits to the project participants, including:

- 1) Simplification of communications/online collaboration.
- 2) Automated tracking of time-sensitive items.
- 3) Automated reporting.
- 4) Common document management and storage as electronic documents will reside in a central repository.
- 5) Audit trail of information so project participants will be able to determine who did what and when.
- 6) Real-time access and exchange of information.
- 7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to receiving access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

- 1.0 Consultant shall utilize ISTHA web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0 Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.
- 3.0 Consultant is required but not limited to submit the following using the System:

- 3.1 Submittal schedule, submittals shall be processed using the System to provide a record of activity.
 - 3.2 Progress reports.
 - 3.3 Inspection reports.
 - 3.4 Requests for information, project clarifications, general communication and project related issues.
 - 3.5 Meeting agendas, no later than 3 days before meeting.
 - 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.
- 4.0** Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:
- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
 - 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
 - 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
 - 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
 - 4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners⁵	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

¹ Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

² Adobe Acrobat Reader is free software available for download at <http://www.adobe.com/>

³ Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

⁴ A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

The following items are clarifications and additions to the Scope of Work (Ex. F) that was provided by the Illinois Tollway.

1. General Project Activities

a. Meetings & Field Checks

i. The following meetings are anticipated for this contract that will be attended by STV

1. Project Status Book Meetings (16 mtgs x 2 people x 4 hours)
2. Team Coordination Meeting (4 mtgs x 3 people x 1.5 hours)
3. Tollway Coordination Meetings (2 mtgs x 2 people x 2 hours)
4. Submittal Review Meetings
 - a. BWA Concept Meeting (1 mtg x 1 person x 4 hours)
 - b. Concept Review Meeting (1 mtg x 3 people x 4 hours)
 - c. Prelim Review Meeting (1 mtg x 3 people x 4 hours)
 - d. Pre-final Review Meeting (1 mtg x 3 people x 4 hours)
 - e. Final Plan Check (1 mtg x 3 people x 4 hours)
5. Lake Co DOT Coordination Meetings (2 mtgs x 2 people x 4 hours)

ii. Field Checks (1 field check, 2 people, 8 hours)

iii. Plan-in-hand Review (1 review, 2 people, 8 hours)

b. Coordination

i. The following coordination by STV is anticipated for this contract

1. Agencies

- a. Lake County DOT
- b. Village of Gurnee

2. Utility Coordination – led by Bravo

3. Other

- a. Permitting Agencies – led by Singh
- b. Coordination with Project Team

c. P4G

i. Meetings with OSEH in regards to the P4G effort, the meetings will only last for the first 13 months of the contract (13 mtgs x 1 person x 2 hours)

d. Overall QA/QC

i. Preparation of QCP

ii. Revise and resubmit

iii. Tollway quality audit of STV (1 audit x 2 people x 8 hours)

iv. STV audit of subconsultants (1 audit x 5 subs x 8 hours)

2. Project Planning / Concept Review

a. Data Collection & Review including an initial field investigation (field time: 1 x 2 people x 8 hours)

b. Bridge Inspection & ABCR

i. Stearns School Road Bridge

- c. Concept Design Report
 - i. Compile and prepare report for printing
 - ii. Concept Design Report Development
 - 1. STV will lead the effort in the development of the Concept Report with various sections and exhibits developed by the subconsultants
 - a. Roadway Design
 - i. Stearns School Road – Singh
 - ii. I-94 – OSEH
 - b. Drainage – Singh
 - c. MOT
 - i. Stearns School Road – Singh
 - ii. I-94 – OSEH
 - d. Project Schedule – Bravo
 - e. Structural (Bridge & Retaining Wall)– STV
 - f. Pavement Marking & Signage
 - i. Stearns School Road – Singh
 - ii. I-94 – OSEH
 - g. Roadway Lighting – Singh
 - h. ITS – Singh
 - i. Roadway Safety (BWA) – Singh
 - j. Utility Interferences and Utility Services – Bravo
 - k. Environmental Studies –
 - i. The required environmental work for the project including a noise analysis for the SE quadrant will be performed by the Tollway Environmental Consultant. Their effort will includes effort for ESIS Part I and Part II and the required write-ups/information to include in the Concept Report.
 - l. Landscaping and Erosion Control - Singh
 - m. Geotechnical – STV
 - n. Permits and Agency Coordination – STV/Singh
 - o. Sustainability – STV/Singh
 - p. Cost Estimate Review and Construction Schedule – Bravo
 - q. Traffic Study/Interchange Design Study – an interchange design study or traffic study is not required
 - r. Architectural – not required
 - s. Electrical – not required
 - t. Mechanical – not required
 - 2. Review by STV of subconsultants work
 - 3. QA/QC
- d. Phase II Design

- i. STV will lead the effort in the development of the Phase II Contract Documents with various plan sheets and efforts by the subconsultants. The number of sheets noted ().
1. Base sheet set up
 2. Title Sheet (1) – Singh
 3. Index of Sheets (1) – Singh
 4. General Notes (1) – STV
 5. Suggested Progress Schedule (1) – Bravo
 6. Utility Matrix (1) – Bravo
 7. Summary of Quantities (3) – Singh
 8. Schedule of Quantities (4) – Singh
 9. Earthwork Schedule (1) – Singh
 10. Alignment & Ties (3) – Singh
 11. Typical Sections
 - a. Stearns School Road (4) – Singh
 - b. I-94 (2) – OSEH
 12. MOT General Notes (1) – Singh & OSEH
 13. MOT Typical Sections
 - a. Stearns School Road – 2 stages - (2) – Singh
 - b. I-94 – 2 stages - (4) – OSEH
 14. MOT Plans
 - a. Stearns School Road – 2 stages - (8) – Singh
 - b. I-94 – 2 stages - (4) – OSEH
 15. MOT Details (2) – Singh
 16. Removal Plan
 - a. Stearns School Road (2) – Singh
 - b. I-94 (1) – OSEH
 17. Roadway Profile
 - a. Stearns School Road (1) – Singh
 - b. I-94 (1) – OSEH
 18. Misc. Roadway Details (4) – Singh & STV
 19. Existing Drainage & Removal Plans
 - a. I-94 & Stearns School Road – Singh
 20. Drainage Profiles (1) – Singh
 21. Drainage Details & Schedules (4) – Singh
 22. Grading Plans (2) – Singh
 23. Landscaping Plans (2) – Singh
 24. Erosion Control Plans (2) - Singh
 25. Pavement Jointing & Elevation Plans (4) – Singh
 26. Pavement Marking & Signage Plans
 - a. Stearns School Road (2) – Singh
 - b. I-94 (1) – OSEH

- 27. Pavement Marking & Sign Panel Details (6) – Singh & OSEH
- 28. Signing Schedule (1) – Singh
- 29. Structure Plans
 - a. Stearns School Road Bridge (55) – STV
 - b. Retaining Wall (SE Quad) (5) – STV
 - c. Noise Wall (SE Quad) (5) - STV
- 30. Cross-Sections
 - a. Stearns School Road (10) – Singh
 - b. I-94 (4) – OSEH
- 31. Lighting – see Singh’s proposal
- 32. ITS & Temporary Traffic signals – see Singh’s proposal
- ii. Special Provisions – led by Bravo, efforts by STV, Singh & OSEH
- iii. Advertisement Page and Authorization to Advertise – led by Bravo, efforts by STV, Singh & OSEH
- iv. P-Pages – Bravo
- v. Probable Construction Cost Estimates - led by Bravo, efforts by STV, Singh & OSEH
- vi. Quantity Computations – by STV, Singh, OSEH
- vii. Review Comment Dispositions – led by STV, efforts by Singh, OSEH, Bravo
- viii. Design Computations
 - 1. Drainage – Singh
 - 2. Structural – STV
- ix. Prepare Design Deviations (1 anticipated) – STV
- x. Project Implementation & Constructability Reviews – prior to preliminary and pre-final final submittals – STV
- xi. Permits – see Singh’s proposal
- xii. Barrier Warrants – see Singh’s proposal
- xiii. Review of subconsultants work prior to submittals - STV
- xiv. QA/QC
- xv. Bid Support – led by STV with efforts by subconsultants
 - 1. Pre-Construction Meeting (1 mtg x 2 people x 4 hours)
 - 2. Respond to bidders inquiries/issues/clarifications
 - 3. Prepare addendums
 - 4. Review and analyze bids to recommend award
 - 5. Post bid drawing issuance
- e. Topographic Survey
 - i. See DB Sterlin’s proposal
 - ii. Review of survey information – STV & Singh
- f. Geotechnical Investigation
 - i. See Geo Services’ proposal
 - ii. Review of geotech information – STV

g. Administration & Management - STV

3. Additional clarification on the scope of work is as follows:

a. Stearns School Road (SSR)

- i. In the Concept Study an ultimate improvement for SSR will be evaluated.
- ii. It is anticipated that the projected future traffic on SSR will required a 5-lane roadway section for the ultimate improvement.
- iii. All traffic data projections required for SSR will be provided by others (Lake Co DOT).
- iv. Per the initial review of publically available information (Lake Co GIS data) regarding the existing ROW along SSR, it is estimated that roadway and bridge can widened symmetrically along the existing centerline of SSR. Also see 3.g.iii.
- v. Due to the anticipated proposed bridge design over I-94 (2-span, deeper beams, wider deck on SSR) the profile on SSR will be raised. The amount of raise in profile will be determined in the Concept Study.
- vi. The proposed profile for the interim improvement on SSR will match the profile required for the ultimate improvement on SSR.
- vii. The contract plans will be developed to reflect an interim 3-lane roadway section that will match into the existing 3-lane sections on SSR east and west of the bridge. This will be the limit of the interim improvement on SSR.
- viii. The interim improvement on SSR will have a closed drainage system that outfalls to the roadside ditches at the base of the embankment. This matches the existing drainage system.
- ix. No roadway lighting or traffic signals will be required on SSR.

b. Interchange

- i. An interchange design study is not included in the scope of work.

c. Bike Path / Sidewalk

- i. As part of the Concept Study, the evaluation of the ultimate improvements on SSR will include a bike path on the north side of the roadway and a sidewalk on the south side.
- ii. The contract plans for the proposed interim improvement on SSR will include a bike path on the north side of the roadway.
- iii. The staging of construction on SSR will attempt to maintain bike access through the project site during construction.
 1. During the construction of the north half of the bridge the bike path may be closed. No detour for the bike path will be developed for this stage.
- iv. A sidewalk on the south side of SSR will not be included in the interim SSR improvement but will be included in the evaluation as part of the ultimate design in the Concept Report.

d. SSR bridge over I-94 (BN 433)

- i. For reasons previously noted in 3.a.iv, it is anticipated that the centerline of the new bridge will match the centerline of the existing bridge.
- ii. The cross-section for the ultimate bridge will include 5-lanes on SSR, 4 foot shoulders, a bike path on the north side, and a sidewalk on the south side. The profile on SSR will take this into account for the development proposed profile on SSR.
- iii. For the span lengths, the new bridge will have 2-spans over I-94 and will be designed for a future 5th mainline lane (NB & SB) on I-94 (existing has 4 lanes) and full median and outside shoulders. No accommodation for future interchange ramps on I-94 or SSR will be included.
- iv. The contract plans will be developed for an interim bridge improvement. The width of the bridge on SSR will include: 3 roadway lanes with 4 foot shoulders, a bike path on the north side. For the interim design a sidewalk on the south side of the bridge will not be included.
- v. The interim bridge will include fencing only on the bike path side of the bridge.
- vi. Identification of existing utilities attached to the existing structure will be based on available information.
 1. The existing Lake Co DOT Passage conduit that is attached to the existing bridge will be addressed in the new bridge design.
- vii. Existing structure demolition and new bridge construction will be staged for vehicular & bicycle traffic during construction activities as determined in the Concept Study. A detour for the vehicular or bike path traffic will not be utilized. Temporary traffic signals on SSR are anticipated to be used for the initial stages of construction.
- viii. A preliminary design concept will be evaluated for two bridge alternates, Prestressed Concrete Beam (PSB) and Steel Plate Girder (PG). A two span tangent bridge will be investigated, no other span arrangements will be considered. Skew angle will be less than 20 degrees.
- ix. Aesthetics for the bridge will be considered in the TS&L phase after consultation with Tollway. This is assumed to be a stencil type aesthetic as used for the bridge at Bradley Road over I-94.
- x. Due to the age and condition of the existing bridge, a Life Cycle Cost Analysis will not be performed.
- xi. Accelerated Bridge Construction (ABC) evaluation will not be investigated.
- xii. Bridge Inspection
 1. The outside lane of I-94, NB & SB, will be closed two days each for the bridge inspection. The inside three lanes will not be closed and the superstructure components in this area will be inspected by visual observation only to minimize impact to traveling public.

2. The center pier will also be inspected by visual observation, no hands on inspection will be completed for the center pier to minimize lane closures
 3. Thermographic inspection of the deck will not be completed. A visual inspection of the deck will be completed with traffic control protection as needed.
 4. Asbestos testing of the deck membrane will not be completed
 5. Chloride content will not be checked. Cores of the deck will not be completed
 6. The results of the inspection will be documented in an ABCR
- xiii. Design Assumptions
1. Superstructure - Steel plate girder or precast prestressed beams (two span) as designated in TS&L Plans
 2. Pier – HP or metal steel piles
 3. Existing bridge, including substructure, will be demolished in its entirety. Portions of the bridge foundations that do not interfere with the new bridge will not be removed.
 4. Approach slab will be cast-in-place
 5. The vertical clearance for the new bridge will be 16'-5" minimum per criteria.
 6. Structure Design Loading:
 1. Tollway Design Manual Section 1.4 will be used
 2. Live Load for Stearns School Road = HL-93 and Tandem Truck
 3. FWS=50psf
 7. Bridge Rating:
 1. Bridge superstructure rating at Pre-Final and Final submittal using LRFR method. HL-93 and tandem truck loads will be used. AASHTOWare will be utilized as applicable. This software is licensed through IDOT.
 2. Bridge substructure will not be rated.
- e. Retaining Walls
- i. Due to the existing ROW available along SSR as noted in 3.a.iv, the need for retaining walls is not anticipated but will be evaluated in the Concept Study.
 - ii. If warranted, the design for a 400 foot long retaining wall in the SE quadrant is included in the scope of work. The need for this retaining wall and the actual length and height of the retaining wall will be determined in the Concept Study.
 1. Wall treatments for the retaining wall is not included in the scope of work. Lake County would have to make the decision to include wall treatments on the retaining wall.

- iii. No retaining walls are anticipated in the NE, NW, SW quadrants or along I-94.
- f. Noise Walls
 - i. In the Concept Study phase of the project, if a noise wall is warranted in the SE quadrant of the project, a preliminary review of the wall type will be performed.
 - ii. If warranted, the design of a 400 foot noise wall in the SE quadrant is included in the scope of work.
 - iii. The repair to any existing noise walls in the vicinity of the project is not in the scope of work.
- g. ROW
 - i. Per the initial review of publically available information (Lake Co GIS data) regarding the existing ROW along SSR, it is estimated that interim roadway and bridge improvements for this project can be constructed without the need to acquire additional ROW.
 - ii. If during the process of developing the design for this project it is determined that additional ROW is required, the required ROW survey and preparation of ROW documents will be performed by the Tollway Survey Consultant.
 - iii. The Tollway will provide clarification on the availability of the existing slope easements on SSR for the proposed interim and ultimate improvements on SSR.
 - iv. Additional ROW along I-94 will not be required for this project.
- h. I-94
 - i. The current cross-section of I-94 at the bridge has 4 lanes both NB and SB. The median and outside shoulders have substandard widths at the bridge. The existing mainline lanes shift both north and south of the bridge to meet the substandard median widths at the bridge.
 - ii. The roadway improvements on I-94 will include:
 - 1. The widening of the outside shoulders at the new bridge to the standard width.
 - 2. The replacement of the median barrier wall as required from the removal of the existing bridge and construction of the new bridge.
 - 3. Median shoulder repairs as required for the removal of the existing bridge and construction of the new bridge.
 - 4. The removal of the existing SPBGR and concrete barrier wall along the outside shoulders and installation of new SPBGR along the outside shoulders as required per the BWA.
 - 5. The widening of the median shoulders to the standard width is not included in the scope of work.
 - 6. Modifications or repairs to the mainline pavement lanes is not included in the scope of work.

7. Also see OSEH's proposal.
- iii. The drainage improvements on I-94 will include:
 1. New culverts at the new bridge to convey stormwater in the I-94 ditches. It is anticipated that the new culverts will be similar in diameter to the existing culverts (24" dia. CMP).
 2. Also see Singh's proposal.
- i. Lighting
 - i. New lighting will be included under the bridge.
 - ii. For additional information see Singh's proposal.
- j. ITS & Temporary Traffic Signals
 - i. For information regarding ITS & Temporary Traffic Signals see Singh's proposal.
- k. Geotechnical
 - i. See Geoservices proposal.
 - ii. If a retaining wall is required in the SE quadrant, the required geotechnical field work, investigation and analysis will be performed by the Tollway's Geotechnical Consultant.
- l. Contingency Items
 - i. There are no contingency items in this contract.

EXHIBIT G

CONTRACT 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 170-007 Various	Design Phase I Studies for Various Projects	\$2,000,000	\$60,000	12/2018
PTB 183-009 I-90	Construction Management I-90 at I-290/Congress Pkwy Watermain/ Retaining Walls (sub to Gonzalez LLC)	\$212,675	\$110,000	1/2019
PSB 17-2 Item 11 EOWA	Construction Management EOWA at Western Access Interchange	Negotiations Pending Fee TBD	TBD	TBD
PSB 17-3 Item 10 Tri-State	Design Tri-State Tollway, Bridge Rehab, Bridge Repairs, Bridge Demo Various Locations (sub to Baxter & Woodman)	\$251,355	\$190,000	12/2019
PSB 17-3 Item 25 Various	Construction Management Systemwide CUR (sub to SE3)	\$159,942	\$110,000	12/2018
PSB 11-3 Item 2 EOWA	Design EOWA Program Management (sub to CH2M Hill (Jacobs))	\$925,593	\$374,000	12/2018

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 Singh & Associates, Inc.</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 321,549.42</td></tr> <tr><td>Direct Costs</td><td>\$ 1,345.00</td></tr> <tr><td>Services by Others</td><td></td></tr> <tr><td>Additional Services **</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 322,894.42</td></tr> </table>	Direct Labor	\$ 321,549.42	Direct Costs	\$ 1,345.00	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 322,894.42	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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<p>2 OSEH Inc.</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 118,223.48</td></tr> <tr><td>Direct Costs</td><td>\$ 768.52</td></tr> <tr><td>Services by Others</td><td></td></tr> <tr><td>Additional Services **</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 118,992.00</td></tr> </table>	Direct Labor	\$ 118,223.48	Direct Costs	\$ 768.52	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 118,992.00	<p>7</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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<p>3 DB Sterlin Consultants, Inc.</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 50,450.40</td></tr> <tr><td>Direct Costs</td><td>\$ 13,300.00</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 63,750.40</td></tr> </table>	Direct Labor	\$ 50,450.40	Direct Costs	\$ 13,300.00	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 63,750.40	<p>8</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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<p>4 Geo Services, Inc.</p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 21,833.28</td></tr> <tr><td>Direct Costs</td><td>\$ 44,397.50</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 66,230.78</td></tr> </table>	Direct Labor	\$ 21,833.28	Direct Costs	\$ 44,397.50	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 66,230.78	<p>9</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 571,867.60
TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ -
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 571,867.60
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 38.49%
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 38.49%

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>Bravo Company Engineering, Inc.</u></p> <p>Direct Labor \$ 97,440.00</p> <p>Direct Costs \$ 560.00</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ 98,000.00</p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____</p> <p>Services by Others \$ _____</p> <p>Additional Services ** \$ _____</p> <p>Total this Subconsultant (ULC) \$ _____</p>
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** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants:	\$ 98,000.00
TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants:	\$ _____
TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants:	\$ 98,000.00

Contract Information Sheet

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

Consultant Name: Bravo Company Engineering, Inc.

Contract Number: RR-18-4382

Proposal Date: 8/27/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-18-4382

Consultant: Bravo Company Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												Grand Total Exhibit A Hours	TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
General Project Activities											20		20		40
Planning/Concept Design											50		55		105
Phase II Design Administration and Management											2		2		4
TOTALS													72	77	149

Contract Number: RR-18-4382

Consultant: Bravo Company Engineering, Inc.

Bravo Company Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
General Project Activities	22	22	20	15	10	10	10	10	8	8	5	5	145
Planning/Concept Design	54												54
Phase II Design Administration and Management	2	2	2	2	2	2	2	2	1	1	1	1	20
TOTALS	78	79	77	72	62	57	47	32	19	19	11	11	564

ALLOWABLE DIRECT COSTS

08.01.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Photo Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

Contract No.: RR-18-4382

Consultant: Bravo Company Engineering, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal:

Project Manager:

Project Engineer:

Resident Engineer:

Documentation Engineer:

Project Civil Engineer:

Project Structural Engineer:

Project Drainage Engineer:

Senior Engineer:

Others:

Name:

Classification:

Name:

Classification:

Name:

Classification:

Name:

Classification:

EXHIBIT F

Contract No. RR-18-4382

Bravo Company Engineering, Inc.

SCOPE OF SERVICES

General Project Activities

Meetings:

Team Coordination Meetings

Utility Coordination:

Obtain and compile data

Review utility conflicts

Prepare NOI forms

Meetings with utilities to discuss potential conflicts

Utility coordination tracking

Coordination for SUE locates

Prepare utility work orders and determine schedule for potential utility relocations

Coordination with Project Team

QA/QC:

Audit by STV of Bravo quality process

Project Planning / Concept Design

Develop Project Schedule

Develop Utility Interferences and Utility Services:

Coordination

Relocations

Develop cost estimate and construction schedule

Plan Sheets:

Progress Schedule (1 sheet)

Utility Contact Matrix (1 sheet)

Respond to review comments

Internal QA/QC

Phase II Design

Plan development (4 submittals):

Suggested Progress Schedule (1 sheet)

Utility Matrix (1 sheet)

Compile and prepare special provisions (4 submittals)

Prepare Advertisement Page and Authorization to Advertise

Develop P-Pages

Develop probable construction cost estimate (4 submittals)

Internal QA/QC

Administration and Management

EXHIBIT G

Contract No. RR-18-4382

Bravo Company Engineering, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-16-4277	CM Services for I-94,MP 21.85 to 25.2	\$150,684.07	\$150,684.07	1/31/2020
RR-17-4313	CM Services for I-88,MP 126.9 to 139.1	\$42,000.00	\$28,000.00	9/15/2018
RR-18-4360	Systemwide, CM Upon Request	\$60,000.00	\$60,000.00	12/31/2020
RR-18-9013	CM Upon Request, Non Roadway	\$75,000.00	\$75,000.00	12/31/2019
RR-18-4381	Phase II, Pavt and Struct Preservation, I-88 113.3 to 117.8	\$45,452.38	\$45,452.38	11/30/2018
RR-18-9206	Materials Engineering Services, Systemwide	TBD	TBD	12/31/2023

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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TOTAL DBE/MBE/WBE Subconsultants: \$ -
TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ -
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ -
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): _____
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): _____

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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** Additional services funds require prior authorization before use

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

Contract Information Sheet

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

Consultant Name: DB Sterlin Consultants, Inc.

Contract Number: RR-18-4382

Proposal Date: 8/27/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-18-4382

Consultant: DB Sterlin Consultants, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total Exhibit A Hours	
Survey													80	160
TOTALS													80	160

Contract No.: RR-18-4382

Consultant: DB Sterlin Consultants, Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>468.00</u> (Total Work Hours from Exhibit A)	<u>\$ 38.50</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>18,018.00</u>
---	---	---

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

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$ <u>50,450.40</u>
---	---------------------

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$	<u>13,300.00</u>
-----------------------	------------------

C. SERVICES BY OTHERS

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

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

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

D. ADDITIONAL SERVICES (Prime Consultant)

(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

(Requires prior authorization before use)

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

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$	<u><u>63,750.40</u></u>
----	-------------------------

Contract No.: RR-18-4382 Consultant: DB Sterlin Consultants, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

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

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 13,300.00

ALLOWABLE DIRECT COSTS

08.01.2018

Effective for contracts awarded on or after August 1, 2018; the following costs are allowable when requested by the Tollway and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Photo Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

Contract No.: RR-18-4382

Consultant: DB Sterlin Consultants, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F
Contract No. RR-18-4382
DB Sterlin Consultants, Inc.
SCOPE OF SERVICES

Scope of Services:

DB Sterlin Consultants (DBS) will provide topographic surveying services for the above referenced project. This scope of work includes all incidental items for completing the work in whole as described herein. The project survey will be conducted in accordance with Illinois State Toll Highway Authority (ISTHA) Bureau of Design and Environment (BDE) Manual and the IDOT Survey Manual. All work will be done in English units.

A. Stearns School Road:

- Full topography along Stearns School Road from east return on N. Creek Drive to the west returns east of Lawson Blvd, approximately 3600 lineal feet. The survey limits will include the full right of way and will extend 25 feet beyond the right of way each side of Stearns School Road, except for the south side of Stearns School Road, between the east line of I-94 and Dilleys Road. Topography will only extend to the existing subdivision fence line in this area. Cross sections will be taken at 100 feet intervals and will include the full right of way.

B. I-94:

- Topography from outside edge of pavement to the noise wall on north bound on I-94, from 1000 feet south of the end of guard rail to 500 feet north of the end of barrier wall, approximately 2100 lineal feet. Cross sections will be taken at 100 feet intervals.
- Topography from outside edge of pavement to the noise wall on south bound on I-94, from 1000 feet north of the end of guard rail to 500 feet south of the end of barrier wall, approximately 2100 lineal feet. Cross sections will be taken at 100 feet intervals.
- Full topography of median on I-294, from 100 feet north of Stearns School bridge to 100 feet south of bridge, including all drainage structures under the bridge. The next structure north and south outside the project limits will be located and detailed.

C. Bridge Surveys.

- Bridge clearances Stearns School Road bridge over I-294. The edge of pavement will be located at each face of bridge, in addition to the bottom of beam at each face.

D. Sign Survey.

- Digital photos of all signs within the project limits, identified by survey data point number.

E. Pick up Survey

- Miscellaneous pickup survey allowance of 3 days shall be allotted for any unforeseen survey needs.

F. CADD Mapping Deliverables

- Base topographic mapping shall be completed in MicroStation Format, at a scale of 1:1. All Planimetric features shall be shown to depict the existing field conditions as determined by field survey. Fonts, text size, line types, line weight, layers/levels, feature symbols/cells and other CADD features shall bin in accordance with current ISHTA standards.

- All field notes
- ASCII file of survey data collected
- Alignment of Stearns Rd. from pavement splits.
- Alignment of I-94 from data collected and additional topo lines.
- Composite Microstation drawing including the data collected and traced topo lines from existing PDF drawings for I-94. This includes Stearns School Rd. from Hill Dr. on the west to Dilley Rd. on the east.
- ROW mapping from record drawings.
- TIN File of the data collected by DBS.

DBS personnel shall attend up to four (4) meetings with the Tollway to discuss project issues as necessary. In addition to this DBS understands that there will be a QA audit by STV staff.

We look forward to working with you on this project. Please feel free to contact me with any questions or requests for additional information.

EXHIBIT G

Contract No. RR-18-4382

DB Sterlin Consultants, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-16-4266	IL 53 North Extension EIS	500,000	500,000	1/1/2022
RR-16-4275	Edens Spur Rehabilitation Design	300,000	10,000	10/1/2018
I-17-4676	I-490/I-90 System Interchange Design	1,300,000	1,095,400	1/1/2020
I-17-4300	I-294 Roosevelt to St. Charles Design	770,000	604,000	1/1/2023
I-17-4302	I-294 Wolf Rd to O'Hare Oasis Design	900,000	280,000	1/1/2020
RR-16-9198	CM Upon Request	260,000	260,000	1/1/2020
I-17-4679	I-390/I-490 System Interchange CM	300,000	300,000	1/1/2022
RR-16-4253	I-88 IL 251 to Annie Glidden CM	3,000,000	1,900,000	9/1/2019
I-17-4682	EOWA CM Upon Request	480,000	480,000	1/1/2020
RR-16-4282	I-94 CM Upon Request	500,000	360,000	1/1/2020

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

8	<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)	\$	-

9	<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)	\$	-

10	<hr/>		
	Direct Labor	<hr/>	
	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: Geo Services, Inc.

Contract Number: RR-18-4382

Proposal Date: 8/27/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-18-4382 Consultant: Geo Services, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical Investigation											20	20	40
TOTALS											20	20	40

Contract Number: RR-18-4382

Consultant: Geo Services, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical Investigation	20	20	20	20	20	16	15						131
TOTALS	20	20	20	20	20	16	15						131

Contract No.: RR-18-4382 **Consultant:** Geo Services, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. **VEHICLE REIMBURSEMENT** - rate based on link below
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

- B. **ALLOWABLE DIRECT COSTS** - based on link below
https://www.illinoistollway.com/documents/20184/238673/LG_TOLL_WAY_XX_ALLOWEDIRECTCOSTS_12132013.PDF/b3dab352

- C. **ITEMIZED DIRECT COSTS** - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) **\$ 44,397.50**

Contract No.: RR-18-4382

Sub Consultant: GEO SERVICES, INC.

Date: 27-Aug-18

Description (1)	Unit (2)	Unit Cost (4)	REIMBURSABLE DIRECT COSTS
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ITEMIZED DIRECT COSTS

Drilling			
Description	Unit	Unit Cost	REIMBURSABLE DIRECT COSTS
ATV Mob/Demob.	HOUR	\$ 225.00	
Drilling (2 man crew)-day	HOUR	\$ 365.00	
Drilling (2 man crew)-ATV-day, (truck-rig or ATV - night-time)	HOUR	\$ 385.00	
Drilling (2 man crew) - Overtime, Sat.	HOUR	\$ 547.50	
Drilling (2 man crew) - Sun. and Holidays	HOUR	\$ 730.00	
NX-coring bit wear	FT	\$ 10.00	
NX-core boxes (cardboard)	EACH	\$ 25.00	
Pavement coring (1 man crew)	HOUR	\$ 200.00	
Pavement coring (1 man crew) - o.t./night	HOUR	\$ 300.00	
Flagger (day-time)	HOUR	\$ 100.00	
Flagger (night-time)	HOUR	\$ 110.00	
Flagger (o.t.) (daytime)	HOUR	\$ 150.00	
Flagger (o.t.) (night-time)	HOUR	\$ 165.00	
Shoulder Closure (day-time)	EACH	\$ 800.00	
Lane Closure (1-lane) (night-time)	EACH	\$ 2,500.00	
Lane Closure (2-lanes) (night-time)	EACH	\$ 2,700.00	
Partial Ramp Closure (day-time)	EACH	\$ 850.00	
Signs, cones	DAY	\$ 125.00	
Borehole Grouting	FT	\$ 6.00	
Concrete/Asphalt/Bentonite Chips/Sand	BAG	\$ 15.00	
3" Shelby Tubes	EACH	\$ 25.00	
Core/Bore Patch	EACH	\$ 15.00	
Lights	DAY	\$ 100.00	
Generator	DAY	\$ 100.00	
Mapping Grade GPS	DAY	\$ 100.00	
RR Permits (estimated-at cost)	EACH	\$ 1,000.00	
RR Liability Insurance (estimated-at cost)	EACH	\$ 5,500.00	
RR Flaggers (estimated-at cost)	DAY	\$ 1,200.00	
Clearing/Grubbing/Landcape Repair 2 Man Crew	HOUR	\$ 350.00	
Fence Repair (at cost - estimated)	HOUR	\$ 250.00	
Environmental Field Kit (gloves, bags, cleaning solutions)	DAY	\$ 50.00	
PID Meter	WEEK	\$ 300.00	
DRILLING ITEMIZED DIRECT COST TOTAL			\$ 29,007.50

DRILLING DIRECT COSTSTOTAL			\$ 29,007.50
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Contract No.: RR-18-4382
 Date: 27-Aug-18

Sub Consultant: GEO SERVICES, INC.

Description (1)	Unit (2)	Unit Cost (4)	REIMBURSABLE DIRECT COSTS
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ALLOWABLE DIRECT COSTS

Geotechnical and Environmental Laboratory Testing			
Description (1)	Unit (2)	Unit Cost (4)	REIMBURSABLE DIRECT COSTS
Routine Testing includes % Moisture, Classification & Pocket Penetrometer Test	EA	\$ 15.00	
Torvane Test	EA	\$ 6.00	
Extrude Shelby Tube	EA	\$ 12.00	
Atterberg Limits (Single Point) (T89 & 90/D4318)	EA	\$ 60.00	
Atterberg Limits (Multiple Point) (T89 & 90/D4318)	EA	\$ 120.00	
Particle Size Analysis, no hydrometer (T311/D6913)	EA	\$ 90.00	
Particle Size Analysis, with hydrometer (T88/D422)	EA	\$ 110.00	
No. 200 Wash Sieve Analysis (only) (T11/D1140)	EA	\$ 40.00	
Unconfined Compressive Strength Qu (T208/D2166)	EA	\$ 50.00	
Dry Density (Unit Weight) (D7263)	EA	\$ 5.00	
Specific Gravity (Soil) (T100/D854)	EA	\$ 60.00	
pH of Soil (D4972)	EA	\$ 20.00	
Organic Content - loss on ignition (T267/D2987)	EA	\$ 60.00	
Organic Content - wet combustion (T194)	EA	\$ 115.00	
Consolidation - 16 tsf (T216/D2435)	EA	\$ 510.00	
Consolidation - 32 tsf (T216/D2435)	EA	\$ 620.00	
Triaxial Unconsolidated Undrained (UU) (3-points) (T296/D2850)	EA	\$ 400.00	
Triaxial Consolidated Undrained (CU) (3 points) (T297/D4767)	EA	\$ 900.00	
Triaxial (remolding of sample) per point	EA	\$ 50.00	
Hydraulic Conductivity (permeability) (D5084)	EA	\$ 300.00	
Hydraulic Conductivity (remold sample) per point	EA	\$ 50.00	
Moisture Density Relationship (Proctor) (T99 & 180/D698 & 1557)	EA	\$ 190.00	
Moisture Density (Proctor) with Oversize Correction (T224/D4718)	EA	\$ 240.00	
Moisture Density Relationship (Proctor) with % Lime (D558)	EA	\$ 200.00	
IDOT Lime Stabilized Soil Test	EA	\$ 350.00	
Illinois Bearing Ratio (IBR)	EA	\$ 450.00	
Illinois Immediate Bearing Value (IBV)	EA	\$ 450.00	
California Bearing Ratio CBR (T193/D1883)	EA	\$ 450.00	
Slag Expansion Test (D4792)	EA	\$ 750.00	
Soil Resistivity (Lab) (T288/G187)	EA	\$ 200.00	
Rock Unconfined Compressive Strength (D7012)	EA	\$ 50.00	
Rock Tensile Strength (D3967)	EA	\$ 75.00	
Topsoil Analysis (IL Dept. Ag.) pH, Wet Combustion & No. 200 Wash Sieve	EA	\$ 175.00	
Washed 150 lb PGE Gradation (IDOT)	EA	\$ 500.00	
Washed Coarse Aggregate Gradation (over 1" dia.) (T11 & 27/C117 & 136)	EA	\$ 200.00	
Washed Coarse Aggregate Gradation (under 1" dia.) (T11 & 27/C117 & 136)	EA	\$ 95.00	
Washed Fine Aggregate Gradation (T11 & 27/C117 & 136)	EA	\$ 60.00	
Organic Impurities in Fine Aggregate (T21/C40)	EA	\$ 40.00	
Unit Weight of Course Aggregate (T19/C29)	EA	\$ 60.00	
Specific Gravity Course Aggregate (T85/C127)	EA	\$ 90.00	
Specific Gravity Fine Aggregate (T84/C128)	EA	\$ 120.00	
CCDD Environmental Analytical Testing	EA	\$ 920.00	
Sanborne Maps	EA	\$ 150.00	
LABORATORY TESTING ALLOWABLE DIRECT COSTS TOTAL			\$ 15,390.00
LABORATORY DIRECT COSTS TOTAL			\$ 15,390.00

ALLOWABLE DIRECT COSTS

08.01.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Photo Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

Contract No.: RR-18-4382

Consultant: Geo Services, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F
RR-18-4382
Geo Services, Inc.
SCOPE OF SERVICES

Scope of Work-Geotechnical Base Scope

- 1) Obtain municipality permits and or private property ROE where necessary
- 2) Call JULIE and ISTHA to clear onsite utilities.
- 3) Layout boring locations.
- 4) Provide drill-rig, 2-man crew and field engineer for geotechnical exploration work. ATV drill-rig will be used where required.
- 5) Perform 11 soil borings (total lineal footage=380 feet of overburden drilling as summarized below. The proposed boring locations are also shown on the attached boring location diagrams.
 - a. 3 bridge borings to 100-ft depth
 - b. 8 roadway borings along Sterns School Road (spacing on approximate 300-ft spacing) to 10-ft depth
- 6) Perform CCDD environmental analytical testing on up to 11 soil samples from borings obtained for bridge and roadway.
- 7) Attend up to 6.0 hours of project meeting time.

Soil samples will be obtained at 2.5-ft intervals to a depth of 30 feet (5.0-intervals thereafter) and sampled with a 2.0-in diameter split spoon. Select samples will be obtained with 3-inch diameter Shelby tubes. Deeper boreholes on pavement (borings on pavement that are deeper than 20-feet) will be grouted. Borings off of pavement will be backfilled with soil cuttings and patched upon completion.

Final boring locations will be determined after a review of access and overhead and underground utilities have been identified.

Lab work on the soil samples will include:

1. Visual classification
2. Water content testing
3. Rimac strength testing (on intact cohesive samples).
4. Grain-size/hydrometer and Atterberg testing (on select samples).
5. Unconfined compressive strength (on select samples).
6. Organic content testing (on select samples).

Along with these borings, standard laboratory tests will be performed engineering reports will be prepared under the direct supervision of a Registered Professional Engineer.

Below is the detailed information that will be included in the geotechnical reports.

1. Soil conditions
2. Ground water elevations
3. Site preparation recommendations
4. Pavement construction recommendations
5. CCDD environmental analysis
6. Foundation recommendations
7. Lateral earth recommendations
8. Slope Stability analysis
9. Copies of boring logs, core logs, test results and location diagram
10. Recommendations relative to any unusual design or construction techniques which may be required due to subsurface conditions

Assumptions:

1. No snow removal included in this proposal.
2. Final boring locations will be determined after a review of access and overhead and underground utilities have been identified.

EXHIBIT G

Contract No. RR-18-4382

Geo Services, 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
System wide I-14-4639	Geotechnical Investigation upon request	\$ 3,000,000	\$ 244,095	12/31/2020
MLB RR-14-4221	Geotechnical Investigation	\$ 2,146,762	\$ 5,000	12/31/2021
EO Western Access I-5-4657	Geotechnical Investigation	\$ 1,096,521	\$ 1,070,454	12/31/2021
Task Order RR-15-4242	Geotechnical Investigation	\$ 150,000	\$ 12,348	12/31/2019
I-17-4676	Geotechnical Investigation	\$ 922,081	\$ 629,013	12/31/2018
I-16-4266	Geotechnical Investigation	\$ 250,000	\$ 250,000	6/30/2019
I-17-4296	Geotechnical Investigation	\$ 1,311,118	\$ 616,575	11/30/2019
I-17-4311	Geotechnical Investigation upon request	\$ 5,000,000	\$ 4,840,645	11/30/2019

Contract No.: RR-18-4382

Consultant: Geo Services, Inc.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Direct Labor</td> <td style="width: 10%; text-align: center;">\$</td> <td style="width: 30%; text-align: right;">-</td> </tr> <tr> <td>Direct Costs</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-
Direct Labor	\$	-														
Direct Costs	\$	-														
Services by Others																
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Direct Costs	\$	-														
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Direct Costs	\$	-														
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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: OSEH Inc.

Contract Number: RR-18-4382

Proposal Date: 8/27/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-18-4382 Consultant: OSEH Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
General Project Activities											7	7	14
Project Planning/Concept Design											60	60	120
Phase II Design Administration and Management											3	3	6
TOTALS											70	70	140

Contract Number: RR-18-4382

Consultant:

OSEH Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
General Project Activities	7	7	7	7	7	7	7	7	7	7	7	7	7	84
Project Planning/Concept Design	55	0	0	0	0	0	0	0	0	0	0	0	0	55
Phase II Design		50	50	60	60	55	55	55	55	60	56	50	50	606
Administration and Management	2	3	2	2	2	2	2	2	2	2	2	2	3	26
TOTALS	64	60	59	69	69	64	64	64	64	69	65	60	60	771

Contract Number: RR-18-4382 Consultant: OSEH Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
General Project Activities	4	4												8
Project Planning/Concept Design	0	0												
Phase II Design Administration and Management	9	9												18
	2	2												4
TOTALS	15	15												30

Contract No.: RR-18-4382 Consultant: OSEH Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

- A. VEHICLE REIMBURSEMENT - rate based on link below**
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

- B. ALLOWABLE DIRECT COSTS - based on link below**
https://www.illinoistollway.com/documents/20184/238673/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_12132013.PDF/b3dab3

- C. OVERTIME PREMIUM**

- D. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

DIRECT COST CATEGORY

TOTAL DIRECT COSTS (Vehicles, Overtime Premium, Allowable and Itemized) \$ 768.52

ALLOWABLE DIRECT COSTS

08.01.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Photo Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

Contract No.: RR-18-4382

Consultant: OSEH Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-18-4382

OSEH Inc.

SCOPE OF SERVICES

This project is for Phase II Engineering services for the preparation of contract plans and specifications for the proposed reconstruction and widening of the Stearns School Road bridge on the Tri-State Tollway at (M.P. 7.5) in Lake County, Illinois.

The work to be completed by OSEH for the project will relate to the design for the required improvements to I-94 for the project. The proposed improvements on I-94 will include:

- The widening of the outside shoulders at the existing bridge to the standard width.

- The removal of the existing SPBGR and concrete barrier wall along the outside shoulders and installation of new SPBGR along the outside shoulders as required per the BWA.

OSEH will also develop the Pavement Marking and Signing and MOT plans for I-94.

The design for the drainage improvements, erosion control, and landscaping on I-94 will be performed by others on the project team.

General Project Activities

Meetings

- Team Coordination Meeting (4 meetings) (6 hours)

- Submittal Review Meetings (4 meetings) (16 hours)

- Field Check (1 meeting) (16 hours)

- Plan in Hand Review (1 meeting) (8 hours)

- Coordination with Project Team (26 hours)

- P4G (13 mo. @ 2hrs/mo) (26 hours)

- QA/QC

- Audit by STV of OSEH quality process (8 hours)

Total General Project Activities – 106 hours

Project Planning / Concept Design

Work related to the following sections for the Concept Report (for I-94)

Project Description

- Existing Conditions (10 hours)

- Roadway Design (16 hours)

- Design Criteria

- Horizontal Alignment/SE/Clearances

- Vertical Alignment/Clearances

- Existing Pavement

- Proposed Pavement Design (outside shoulder only)

- Earthwork

- MOT (8 hours)

- Recommended Temp Traffic Control

- Pavement Marking and Signing (8 hours)

- Cost Estimate Review and Construction Schedule

- Estimate of pay items and quantities (8 hours)

Plan Sheets (for I-94)

- Typical Sections (16 hours)

- MOT Typical Sections (20 hours)

- Removal Plan (16 hours)

EXHIBIT F

Contract No. RR-18-4382

OSEH Inc.

SCOPE OF SERVICES

Roadway Plan (32 hours)
Profile (8 hours)
Pavement Marking and Signing (24 hours)
Respond to review comments (4 hours)
Internal QA/QC (5 hours)

Total Project Planning/Concept Design – 175 hours

Phase II Design

Plan development (I-94) (4 submittals)
Typical Sections (2 sheets) (48 hours)
MOT General Notes and Sequence (24 hours)
MOT Typical Sections (2 stages detailed) (4 sheets) (96 hours)
MOT Plans (4 sheets) (96 hours)
Removal Plans (1 sheet) (32 hours)
Roadway Plan (1 sheet)(32 hours)
Roadway Profile (1 sheet)(20 hours)
Pavement Marking and Signing (1 sheet) (24 hours)
Misc Pavement Marking Standard Details (5 sheets) (20 hours)
Cross-Sections (4 sheets) (96 hours)
Prepare special provisions (I-94) (4 submittals) (40 hours)
Develop probable construction cost estimate (I-94) (4 submittals)
Develop pay items and quantities (48 hours)
Internal QA/QC (18 hours)
Respond to Review Comment (30 hours)

Total Phase II Design – 624 hours

Administration and Management (36 hours)

Work performed by the subconsultant will be in accordance to the Tollway's Design Section Engineer's manual and Roadway design criteria and other applicable Tollway criteria. Work shall also be completed in a manner stated on the Consultant's Quality Program.

EXHIBIT G

Contract No. RR-18-4382

OSEH 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
Various	Pole Loading Structural Analysis	\$62,300.00	\$47,704.00	11/30/2018
I-18-4361	Signing/Striping Plans - EOWA Extension	\$73,343.33	\$73,343.33	12/31/2019
RR-18-4383	Maintenance of Traffic Studies	\$150,000.00	\$150,000.00	6/30/2023
RR-18-4381	Crash Investigation, Concept Report	\$15,175.56	\$15,175.56	5/31/2019
I-18-4380	Construction Mangement - I-294	\$198,605.44	\$198,605.44	12/31/2021

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

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TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-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: SINGH & Associates, Inc.

Contract Number: RR-18-4382

Proposal Date: 8/27/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

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

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

Contract Number: RR-18-4382

Consultant: SINGH & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Meetings/FC/Coord												18	16	34
Concept Report												300	250	550
Phase II Design														
ROW Survey and Docs												4		4
Mentor-Protégé														
Admin & Manage												12	24	36
TOTALS												334	290	624

Contract Number: RR-18-4382

Consultant: SINGH & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

Contract Number: RR-18-4382 Consultant: SINGH & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Meetings/FC/Coord	16	16	16	16	16	16	16	16	16					144
Concept Report	220													220
Phase II Design		200	200	150	150	140	120	150	48	40	40	10		1248
ROW Survey and Docs														
Mentor-Protégé														
Admin & Manage	16	8	24	12	8	8	26	14	4	14	12	2		148
TOTALS	252	224	240	178	174	164	162	180	68	54	52	12		1760

Contract Number: RR-18-4382

Consultant: SINGH & Associates, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2020												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Meetings/FC/Coord															
Concept Report															
Phase II Design	8	8													16
ROW Survey and Docs															
Mentor-Protégé															
Admin & Manage	2	2													4
TOTALS	10	10													20

ALLOWABLE DIRECT COSTS

08.01.2018

Effective for contracts awarded on or after August 1, 2018, the following costs are allowable when requested by the Tollway and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (up to State rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach Rate with 2 weeks advance purchase with ISTHA approval
Vehicles	
Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to State rate maximum
Vehicle Rental (including tolls)	Actual cost up to \$55/day
Vehicle Owned or Leased (does not include personal vehicles, not owned by the company) (includes tolls)	\$65/full day, \$32.50/half day (4 hours or less)
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Shift Differential	Actual cost (based on firm's policy)
Photo Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$450.00/Mo)
Monuments – Permanent	Actual Cost
Advertisements	Actual Cost
2-way Radio	Actual cost (Survey or Phase III only)
Telephone Usage	Actual Cost (Traffic System Monitoring Only)
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography, mapping and drone usage	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

Contract No.: RR-18-4382

Consultant: SINGH & Associates, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Raymond Mesina, PE, PMP

Classification: Roadway QA/QC

Name: _____

Classification: _____

Name: _____

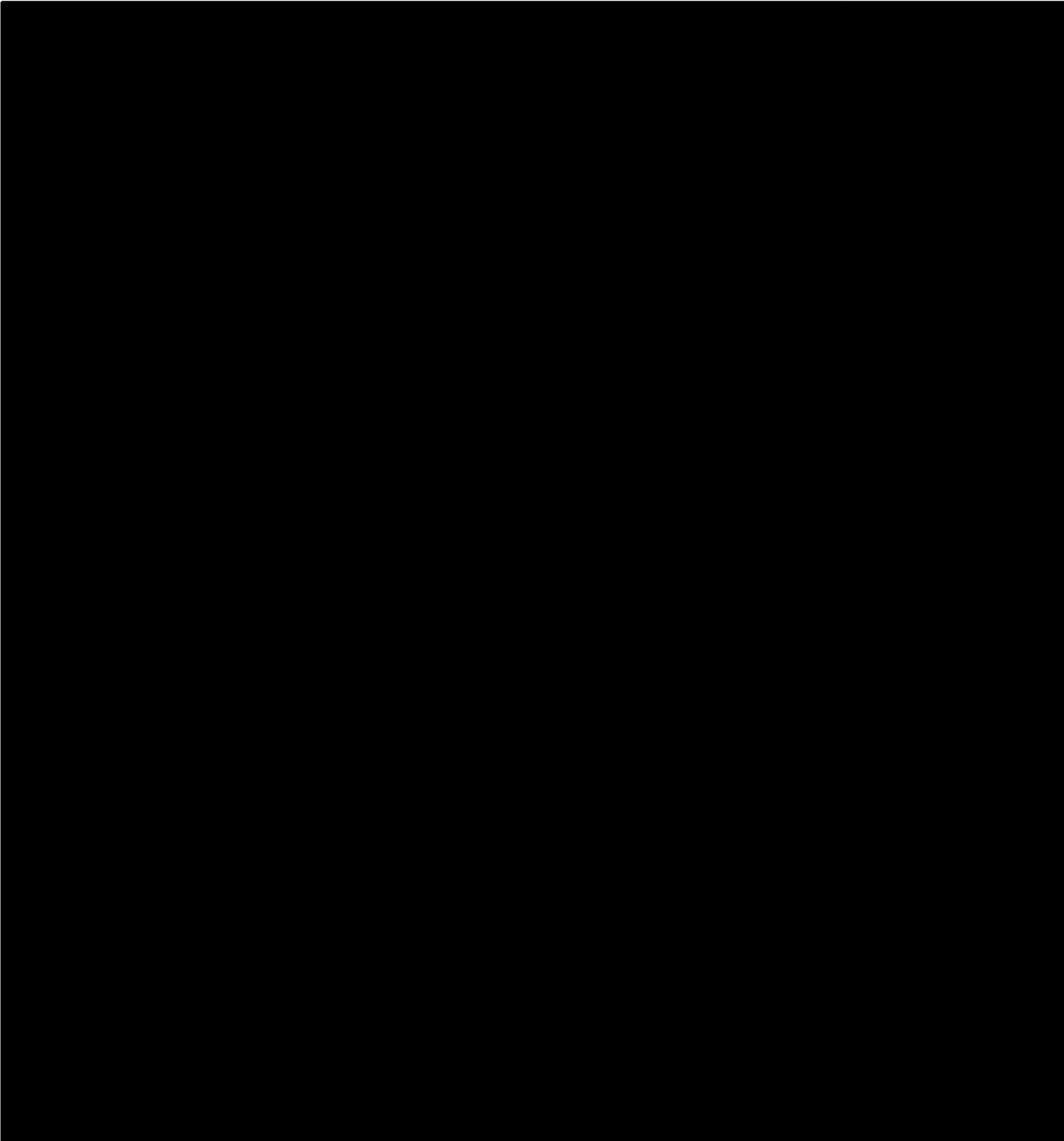
Classification: _____

Name: _____

Classification: _____

SINGH

RAYMOND MESINA, PE, PMP
PROJECT ENGINEER



SINGH

RAY MESINA, PE, PMP

page 2

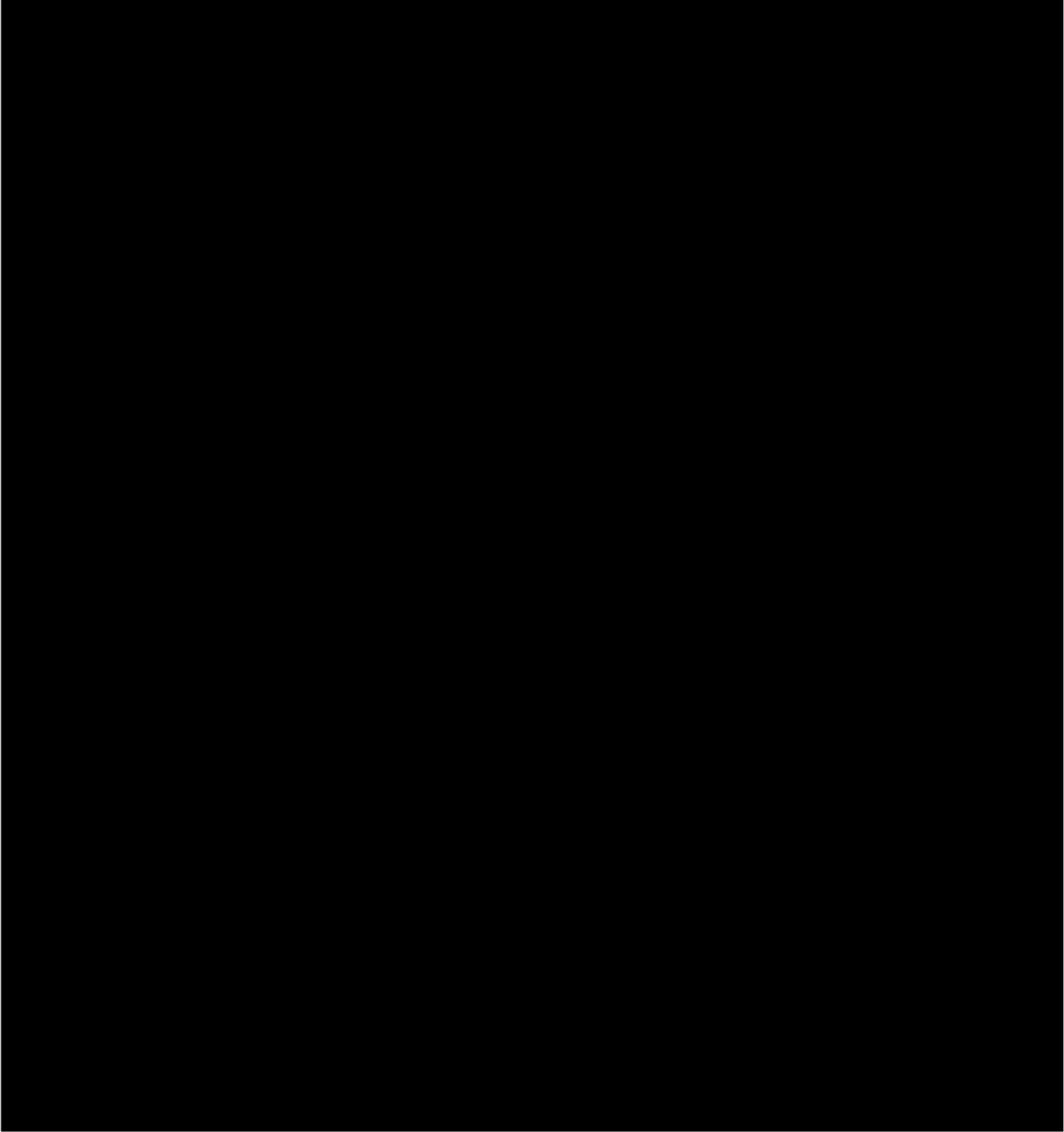


EXHIBIT F
CONTRACT RR-18-4382
(Singh & Associates, Inc.)

SCOPE OF SERVICES

SINGH & Associates, Inc. (SINGH), as a sub-consultant to STV, Inc., shall be responsible to provide Phase II engineering services for Tollway PSB 18-2 Item 2, RR-18-4382, Tri-State Tollway, Stearns School Road Bridge Reconstruction, (M.P. 7.5).

The design services shall consist of the following tasks:

- 1.0 Meetings, Field Checks and Coordination
- 2.0 Concept Report
- 3.0 Phase II Design
- 4.0 ROW Survey and Documents
- 5.0 Mentor-Protégé
- 6.0 Administration and Management

TASK 01. MEETINGS, FIELD CHECKS, AND COORDINATION

It is anticipated that the following meetings will be required for this contract:

- A. DSE Coordination Meetings (*4 meetings x 1 people x 1.5 hours*)
- B. BWA Concept Meeting (*1 people x 4 hours*)
- C. Concept Review Meeting (*1 people x 4 hours*)
- D. Preliminary Review Meeting (*1 people x 4 hours*)
- E. Pre-Final Review Meeting (*1 people x 4 hours*)
- F. Final Plan Check Review Meeting (*2 people x 8 hours*)
- G. LCDOT Meeting (*2 meetings x 2 people x 4 hours*)

The following field checks (site visits) within the project limits are required:

- A. BWA (roadside obstacles and slope features) (*1 people x 4 hours*)
- B. Drainage (*1 people x 8 hours*)
- C. Lighting / ITS (*1 people x 4 hours*)
- D. Pre-Final Plan-in-Hand Checks (*2 people x 8 hours*)

Coordination will be required with the Prime DSE and other subconsultants.
Coordination with Lake County is included within this task.

TASK 02. CONCEPT REPORT

SINGH will provide the conceptual design along Stearns School Road for an interim and an ultimate condition. Roadway design for Stearns School Road will follow applicable Lake County design criteria and I-94 will follow Tollway criteria.

The design assumptions are as follows:

- A. Interim Design:
 - 3-lane section with bike path and grading accommodation for a future sidewalk
- B. Ultimate Design:
 - 5-lane section with bike path and sidewalk
- C. Stearns School Road will be raised
- D. Review of existing ROW with respect to a retaining wall at the SE quadrant of the project limits

02.1 *Roadway Design*

SINGH will lead the evaluation of the ultimate and interim improvements by developing new profiles along Stearns School Road including the evaluation of a retaining wall versus grading in the SE quadrant of the project limits. SINGH will coordinate with STV, Inc. on the design of the bridge for all scenarios and one possible retaining wall. For the concept report, several profiles will be developed taking in account the interim and ultimate design and providing a recommendation to carry over to preliminary design.

For the concept report, SINGH will provide the following related to roadway design:

- Project Description for existing and interim/ultimate conditions
- SSR – design criteria, horizontal alignments, vertical alignments
- SSR – evaluation of the interim/ultimate roadway design
- SSR – evaluation of one retaining wall with respect to the existing ROW
- SSR – proposed pavement design
- SSR – earthwork
- SSR & I-94 – plans sheets: alignment and ties
- SSR – plan sheets: typical sections, MOT typical sections, removal plan, roadway plan, profile, pavement marking/signing and cross-sections
- SSR – pay items and quantities for options explored

02.2 *Concept Drainage Report and Concept Report*

SINGH will provide a review of the existing drainage and develop a proposed drainage plan for the interim and ultimate conditions within the project limits.

As part of the concept report, SINGH will prepare a *Concept Drainage Report* following requirements outlined in the Design Drainage Manual.

For the concept report, SINGH will provide the following related to drainage design:

- SSR and I-94 – description of existing and proposed interim/ultimate conditions
- SSR and I-94 – evaluation of the interim/ultimate drainage design

- SSR and I-94 – interim plan sheets: landscape, erosion control plan, drainage and utility
- SSR and I-94 – pay items and quantities for options explored
- Concept Drainage Report

02.3 *Maintenance of Traffic*

SINGH will provide a review traffic control options and provide a recommended option that will lessen the constructions impacts to the traveling public. It is anticipated that the bridge will be reduced to one lane with a temporary traffic signal installed. A capacity analysis will be prepared for this one lane bridge option.

For the concept report, SINGH will provide the following related to maintenance of traffic:

- SSR – recommend temporary traffic control
- SSR – plan sheets: MOT typical sections
- SSR – capacity analysis for one lane option

02.4 *Roadway Safety*

SINGH will prepare a barrier warrant analysis for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria. Any existing BWA's will be requested from the Tollway and reviewed.

SINGH will prepare Level 3 BWA's for two locations (WB I-94, EB I-94) and be included as part of the Bridge Type Study submitted with the Conceptual Design Deliverable.

Barriers along Stearns School Road will follow Lake County criteria, therefore BWA will not be provided.

For the concept report, SINGH will provide the following related to roadway safety:

- SSR – guidelines and design criteria
- SSR – existing conditions
- SSR – proposed conditions
- SSR – review of Lake County crash data at bridge and provide recommendation for safety improvements
- I-94 – two Level 3 BWA for the Bridge Type Study

02.5 *Roadway Lighting*

SINGH will prepare a *Lighting Concept Report* to be included with the *Concept Report* as an appendix. The report will include concept level design and

necessary exhibits, quantities, costs, and possible design alternatives. The lighting design includes providing new underdeck lighting for Stearns School Road over I-94. The need for temporary lighting during construction will be reviewed. Along I-94, the possible relocation for the existing barrier mounted light pole north of the bridge will be reviewed and if necessary, a recommendation will be provided.

02.6 ITS

SINGH will review the if the existing Tollway fiber optics line along EB I-94 will be impacted by the recommended design and staging.

The existing ITS and interconnect infrastructure along Stearns School Road will be reviewed to determine the level of impact. It is anticipated the existing LCDOT passage line will need to be replaced between N. Creek Drive and N. Dilleys Road due to the bridge reconstruction.

TASK 03. PHASE II DESIGN

03.1 Response to Concept Report Comments

SINGH will review all comments received on the Concept Design Submittals and provided dispositions to all comments received. Incorporation of their comments will be applied to the preliminary design plans.

03.2 Preliminary Design (60%) - Civil

SINGH's design scope will include the preparation of plans, specifications, pay items, and quantities for Stearns School Road. SINGH will lead the compilation effort for the index of drawing, summary of quantities and schedule of quantities for both Stearns School Road and I-94.

Anticipated plans for Stearns School Road include the following:

- Cover and Signature Sheet - 1 Sheet(s)
- Index of Drawings and List of Standards - 1 Sheet(s)
- Summary of Quantities - 3 Sheet(s)
- Schedule of Quantities - 4 Sheet(s)
- Earthwork Schedule - 1 Sheet(s)
- I-94 and Stearns School Road, Alignment and Ties - 3 Sheet(s)
- Typical Sections - 4 Sheet(s)
- MOT Plans
 1. General Notes - 1 Sheet(s)
 2. Staging Sequence - 1 Sheet(s)
 3. Typical Sections - 2 Sheet(s)
 4. Stage 1 Plans - 4 Sheet(s)
 5. Stage 2 Plans - 4 Sheet(s)

6. MOT Details – 2 Sheets(s)

- Existing Roadway and Removal Plans - 2 Sheet(s)
- Proposed Roadway Plans - 2 Sheet(s)
- Roadway Profiles - 1 Sheet(s)
- Roadway Details - 2 Sheet(s)
- Existing Drainage and Removals - 2 Sheet(s)
- Proposed Drainage and Grading Plans - 2 Sheet(s)
- Drainage Profiles - 1 Sheet(s)
- Drainage Details - 4 Sheet(s)
- Pavement Jointing and Elevation Plans - 2 Sheet(s)
- Grading Plans - 2 Sheet(s)
- Landscaping Plans - 2 Sheet(s)
- Erosion Control Plans - 2 Sheet(s)
- Pavement Marking Plans and Signing Plans - 2 Sheet(s)
- Sign Panel Details - 1 Sheet(s)
- Signing Schedule - 1 Sheet(s)
- Cross Sections: Stearns School Road - 10 Sheet(s)

SINGH will identify and utility conflicts. Coordination of utilities will be done by others.

Civil design calculations, contract special provisions, pay items and quantities will be provided.

SINGH will prepare barrier warrant analysis for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria. Any existing BWA's will be requested from the Tollway and reviewed.

The preliminary BWA submittal will be prepared and included with the preliminary design submittal per Tollway criteria.

03.3 Preliminary Design (60%) – Lighting

The lighting scope will include the removal of existing underpass system, providing temporary lighting during construction, proposed LED underpass lighting, and ComEd coordination.

Anticipated Lighting Plans:

- Legend, Index, General Notes sheet – 1 Sheet(s)
- Schedule of Quantities – 1 Sheet(s)
- Existing Lighting Removal Plans – 1 Sheet(s)
- Temporary Lighting Installation – 1 Sheet(s)
- Proposed Lighting Plans – 1 Sheet(s)
- Temporary and Removal Plan – 2 Sheet(s)

- Underpass Lighting Plans – 1 Sheet(s)
- Misc. Electrical and Lighting Details – 4 Sheet(s)

Lighting design calculations, contract special provisions, pay items, quantities, and opinion of costs will be provided.

03.4 Preliminary Design (60%) – ITS and Temporary Traffic Signals

The ITS and temporary traffic signals scope will include the installation of a temporary traffic signal for use during staged construction. Proposed interconnect includes the replacement of the LCDOT passage system.

Anticipated ITS and Temporary Traffic Signals Plans:

- Temporary Traffic Signal/Lighting Plan – 1 Sheet(s)
- Cable Diagram, Phase Diagram, SOQ – 1 Sheet(s)
- Traffic Signal Interconnect Plans – 1 Sheet(s)
- Temporary Interconnect Plans – 1 Sheet(s)
- Temporary Interconnect Schematic – 1 Sheet(s)
- Proposed Interconnect Plans – 1 Sheet(s)
- Proposed Interconnect Schematic and Schedule of Quantities – 1 Sheet(s)
- Standard Drawings – 5 Sheet(s)

ITS / TS design calculations, contract special provisions, pay items, quantities, and opinion of costs will be provided.

03.5 Pre-Final Design (95%)

Comments received from the Preliminary Design submittal will be reviewed and dispositions of all comments received will be provided. Upon review and acceptance of the Preliminary Plans and Contract Documents including any recommendations, this task consists of completing the detailed design and preparation of Pre-Final Contract Plans, Special Provisions, Pay Items, and an electronic (.PDF) copy of quantities calculations.

The Pre-Final BWA submittal will be prepared and included with the pre-final design submittal per Tollway criteria.

03.6 Final Design (100%)

Comments received from the Pre-Final Design submittal will be reviewed and dispositions of all comments received will be provided. Upon review and acceptance of the Preliminary Plans and Contract Documents, including any recommendations, this task consists of completing the detailed design and preparation of Final Check Contract Plans, Special Provisions, Pay Items, and an

electronic (.PDF) copy of quantities calculations. Following the final check review meeting, the Final for Bid plans and documents will be revised if/when necessary.

The Final BWA submittal will be prepared and included with the Final design submittal per Tollway criteria.

03.7 Contract Bid Support

SINGH will provide support of the following items during the Bid Support Phase:

- A. Bid document preparation support
- B. Assist in preparing responses to bid document questions
- C. Assist in preparing bid document addendums (when required)

03.8 Permits

SINGH will coordinate and obtain all permits necessary for construction prior to advertisement. Anticipated permits/approvals include the following:

- A. Local Agency Concurrence – Village of Gurnee
- B. Lake County Stormwater Management Commission (Watershed Development Permit)
- C. Lake County Division of Transportation
- D. Support Tollway in the development of the updated IGA with Lake County and Tollway cost sharing participation
- E. Support the Tollway in preparing the Individual Permit for IDNR-OWR

TASK 04. ROW SURVEY AND DOCUMENTS

SINGH will review existing ROW documents provided by the Tollway and Lake County. ROW survey will be completed by others (if required); however, SINGH will review the data presented to note any discrepancies from existing documents.

SINGH will determine ROW impacts as part of Task 2. It is anticipated that no new right-of-way will be required.

TASK 05. MENTOR-PROTÉGÉ

Scope and hours do not apply to SINGH.

TASK 06. ADMINISTRATION AND MANAGEMENT

It is assumed that 4% of SINGH's total design hours will be for administration and project management of the contract. This includes the development of progress reports, invoicing, staff management and scheduling.

In addition, it is assumed that 4% of SINGH's total design hours will be for used for QA/QC of all milestone submittals. Documentation of all reviews will be provided as

necessary to STV, Inc. and/or the Tollway. Task includes an audit from STV, Inc. of SINGH.

ANTICIPATED SCHEDULE

1. Scoping Meeting	TBD
2. Design Scope Submittal	TBD
3. Design Scope Approval	TBD
4. Notice to Proceed	11/1/2018
5. Project Kick-Off Meeting	TBD
6. Concept Submittal	01/25/2019
7. Preliminary Submittal	04/19/2019
8. Pre-final Submittal	08/02/2019
9. Final Submittal	09/27/2019
10. Advertise	12/19/2019
11. Bid	02/06/2020
12. Board Award	03/19/2020
13. Construction Start Date	04/17/2020

EXHIBIT G
Singh + Associates, Inc
CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining to be Earned	Estimated Date of Completion
546-385-037	Marseilles Armoy (sub)	TBD		
1767-4447-50	IDOT - Naperville Yard (sub)	\$ 37,800	\$ 28,900	07/18/20
D-92-026-11; PTB 158-016	Various Phase I/II Projects (Sub)	\$ 19,000	\$ 3,000	
D-92-026-11; PTB 158-016	Various Phase I/II Projects (Sub)	\$ 40,500	\$ 17,200	
PTB 168-011	District 1 Various Signals	\$ 345,500	\$ 158,000	12/31/16
PTB 168-006 & P-91-376-13	I94/US 40 Smart Highway Corridor Design (sub)	\$ 369,000	\$ 247,000	12/31/16
PTB 168-007 & D-91-314-13	Various Phase II Projects (sub)	\$ 77,000	\$ 2,000	12/31/16
PTB 168-007 & D-91-314-13	IL 31 Traffic Signal (sub)	\$ 13,200	\$ 3,500	12/31/16
PTB 171-006 & P-91-195-14	Phase I Various ADA Projects (sub)	\$ 51,000	\$ 6,800	08/07/19
PTB 172-008 / D- 91-354-14	Various ITS and Electrical Projects	\$ 500,000	\$ 400,000	01/23/17
PTB 172-006 / D- 91-333-14	Various Phase II Traffic Signal Design Project (sub)	\$ 100,000	\$ 16,300	
PTB 173-006 & P-91-442-14	Phase I Various/Variou Projects (sub)	\$ 173,000	\$ 39,000	
PTB 174-017 & D-30-003-15	Various Pump Station Projects (sub)	\$ 50,000	\$ 48,000	10/15/25
PTB 174-008	FAP 344 (IL 83) at IL 171 (Archer Avenue) - South Junction (sub)	\$ 32,300	\$ 1,500	12/31/16
PTB 174-001	Phase I Various Various Projects (sub)	TBD by WO		
PTB 174-003; P-91-130-15	IL 53, West Arsenal Rd to US 52 (Sub)	\$ 41,800	\$ 30,000	08/18/17
PTB 175-011; P- 91-224-15	Phase I Various Various Projects (sub)	\$ 119,700	\$ 39,200	12/15/23
PTB 175-015; D- 91-113-15	IL 53 & IL 68 (Sub)	\$ 82,650	\$ 5,000	03/31/17
PTB 181-003 D-91-115-17;	IL 43 Phase I Engineering (sub)	\$ 116,500	\$ 84,000	10/30/19
PTB 182-004 PTB 185-014; D-	Various Phase II Projects (Sub)	\$ 75,000	\$ 36,000	
91-215-17	East Avenue at 47th Street Elgin-O'Hare Western Access CA (sub)	\$ 249,000	\$ 249,000	05/17/20
IL-14-4645	Elgin-O'Hare Western Access, US	\$ 192,100	\$ 35,000	
IL-12-4041	20 to IL 83 (supplement)	\$ 345,700	\$ 61,000	
IL-13-4623	EOWA at IL 19 Interchange (sub)	\$ 195,000	\$ 20,000	

EXHIBIT G
Singh + Associates, Inc
CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining to be Earned	Estimated Date of Completion
I-14-4196	Jane Addams Memorial Tollway (I-90) and Systemwide, DUR (Sub) Design Upon Request -	\$ 307,800	\$ -	12/31/16
RR-14-5703	Systemwide (I-90 and Systemwide Construction Management Services Upon Request (Sub)	\$ 4,500,000	\$ 1,740,000	06/30/23
I-16-4249		TBD		
RR-16-4267	Maintenance Facility Design (Sub) Tri-State Tollway Bridge Rehabilitation, Repairs &	\$ 36,000	\$ (30,000)	
I-17-4305 / 22040505	Demolition, Various Locations (Sub)	\$ 148,700	\$ 114,100	09/28/27
I-17-4303 / 22040503	Tri-State Tollway Reconstruction and Bridge Rehabilitaiton, O'Hare Oasis to Balmoral Avenue (Sub)	\$ 340,000	\$ (25,000)	
I-17-4296 / 22040482	Tri-State Tollway Reconstruction, 95th Street to LaGrange Road (Sub)	\$ 480,000	\$ 330,000	10/26/27
I-17-4306 / 22040506	Tri-State Tollway, Bridge Rehabilitation, Repairs, & Demolition, Various Locations (Sub)	\$ 123,500	\$ 90,400	10/31/22
RR-16-4253 / 22040516	Reagan Memorial Tollway, Roadway and Bridge Rehabilitation, IL 251 to Annie Glidden Road, CM Services (Sub)	\$ 100,000	\$ 29,500	12/31/19
I-17-4681 / 22040494	Elgin O'Hare Western Access, I-490 at IL 19 Interchange. CM Services	TBD		
I-17-4309 / 22040511	Tri-State Tollway, Advanced MOT Rehabilitation, 95th Street to EW Connector (Sub)	\$ 48,000	\$ 48,000	
I-17-4299 / 22040488	Tri-State Tollway Reconstruction, EW Connector to Roosevelt Rd. (Sub)	\$ 56,400	\$ 80,500	09/28/27

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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	Direct Labor	_____
	Direct Costs	\$ _____ -
	Services by Others	\$ _____ -
	Additional Services **	\$ _____ -
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	Direct Costs	\$ _____ -
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	Additional Services **	\$ _____ -
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	Additional Services **	\$ _____ -
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	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)

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

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

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