

11/29/18

6.4/7

RESOLUTION NO. 21692

Background

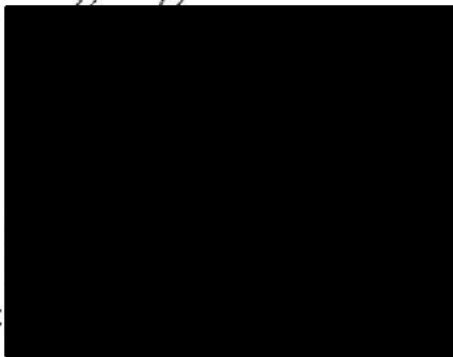
It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Geotechnical Services Upon Request, Systemwide on Contract No. RR-18-4410.

Wang Engineering, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,000,000.00. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Wang Engineering, Inc., to obtain Geotechnical Services Upon Request, for Contract No. RR-18-4410 with an upper limit of compensation not to exceed \$2,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:

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

Chairman

1.4.7 Item 7. RR-18-4410, Geotechnical Services Upon Request

This project has a 10.0% D/M/WBE participation goal.

Engineering services are required to provide geotechnical services on an upon request basis for the entire Tollway system.

The Tollway will require geotechnical soil borings, reports and associated services for projects associated with Move Illinois.

Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis. Typical tasks will include, but not be limited to:

1. On call and as- needed work related on the Tollway system.

The project will have an upper limit of compensation at \$2,000,000 to be authorized for use as individual projects are needed.

Firms must be prequalified by IDOT in the following category:

Geotechnical Services (Subsurface Explorations)

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

- The Geotechnical Lead shall be a full-time Illinois Licensed Professional Engineer with a minimum of five years of demonstrated experience in managing the efforts of staff and subcontractors, ensuring accuracy of geotechnical data, timely completion of services, performing the appropriate analysis, necessary interpretation and validation of soil and rock testing data, and determining the engineering properties of various subsurface materials using sound soil/rock mechanics.

Schedule: This project is scheduled to start in 2019.

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

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

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

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

Contract: RR-18-4410

Prime: Wang Engineering, 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 18-3, continued

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

Project Controls Engineer (Item 9)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Environmental Lead (Item 11)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Field Drilling Supervisor (Item 3)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Environmental Professional (Item 3)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Environmental Inspector (Item 3)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Engineer (Item 8)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Illinois Professional Engineer (Item 8)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

✓ Geotechnical Lead (Item 7)			
Name:	Corina T. Farez		
Firm:	Wang Engineering, Inc.		
Category:	IL Licensed Professional Engineer and 5 years related experience		
License #:	062.070162		
Year Registered:	2017	State:	IL
Office Address:	1145 North Main Street		
City:	Lombard	State:	IL

Geotechnical Task Manager (Item 7)			
Name:	Jacob Schaeffer		
Firm:	Millennia		
Category:	PE		
License #:	062.068397		
Year Registered:	2016	State:	IL
Office Address:	11 Executive Drive, St. 12		
City:	Fairview Heights	State:	IL

Geotechnical - QC/QA Reviewer (Item 7)			
Name:	R. Shankar Nair		
Firm:	exp. US Services Inc.		
Category:	SE		
License #:	081003676		
Year Registered:	1973	State:	IL
Office Address:	205 N. Michigan Avenue		
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

Lead / Prime Consultant 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	Multiple Owners	ESOP	Ethnicity	DBE?	DBE (Disadvantaged Business Enterprise) Program	Veteran Status	P4G	P4G Partner	Item # 18-3
Process Document: SOLR2 #00044 - SOL_WANG_PSB18-3-WangEngineering-Item#7_08282018																
Wang Engineering, Inc.	exp U.S. Services Inc.	[REDACTED]	3.00	Brian Umbricht, PE	Brian.Umbricht@exp.com	QA/QC Reviewer	Male	Yes	No	Caucasian	N/A	N/A - Illinois Department of Transportation (IDOT)	N/A	No	N/A	Item 7: RR-18-4410, Geotechnical Services Upon Request
Wang Engineering, Inc.	Juneau Associates, Inc. P.C.		5.00	John Naughton, PE	naughton@jaipc.com	Survey and CADD	Male	No	No	Asian Pacific	DBE	IL UCP - Illinois Department of Transportation (IDOT)	VOSB	No	N/A	Item 7: RR-18-4410, Geotechnical Services Upon Request
Wang Engineering, Inc.	Himalayan Consultants, LLC.		12.00	David M. Barber, P.E.	dbarber@himalayanllc.com	Geotechnical	Male	No	No	Asian Pacific	DBE	IL UCP - Illinois Department of Transportation (IDOT)	N/A	No	N/A	Item 7: RR-18-4410, Geotechnical Services Upon Request
Wang Engineering, Inc.	Millennia Professional Services of Illinois, Ltd		15.00	Ramon Dela Cruz, PE	rdelacruz@mps-ll.com	Geotechnical	Male	Yes	No	Asian Pacific	DBE	IL UCP - Illinois Department of Transportation (IDOT)	N/A	Yes	Wang Engineering, Inc.	Item 7: RR-18-4410, Geotechnical Services Upon Request

Vendor Information

CLOSE WINDOW [Print](#)

RR-18-4410

Business & Contact Information

Business Name Juneau Associates, Inc., P.C.
 Owner Mr. CHARLES JUNEAU
 Address 2100 State Street
 > [Map This Address](#) P.O. Box 1325
 Granite City, IL 62040
 Phone 618-877-1400
 Fax 618-452-5541
 Email

pbridges@jaipc.com

 Website

<http://www.jaipc.com>

 Ethnicity Caucasian
 Gender Male
 County Madison (IL)

Certification Information

Certifying Agency State of Illinois Central Management Services
 Certification Type VOSB - Veteran Owned Small Business
 Renewal Date 3/2/2019
 Expiration Date 3/2/2019
 Certified Business Description Engineering Services, Professional,
 Land Surveying

Commodity Codes

Code	Description
NIGP 925	Engineering Services, Professional
NIGP 96460	Land Surveying

Additional Information

Region Southern Illinois
 Reciprocal Certification Agency CVE

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: Geotechnical Services Upon Request Project/Solicitation Number: RR-18-4410, PSB 18-3/Item 7

Name of Prime Vendor: Wang Engineering, Inc. VOSB Compliance Contact: Corina T. Farez

Address: 1145 N Main Street

City: Lombard State: IL Zip Code: 60148

Telephone: 630-953-9928 Fax: 630-953-9938 Email: cfarez@wangeng.com

Name of Certified VOSB Vendor: Juneau Associates, Inc., P.C.

Address: 2100 State Street, P.O. Box 1325 VOSB Compliance Contact: Brian F. Kulick, P.E., P.L.S.

City: Granite City State: IL Zip Code: 62040

Telephone: 618.877.1400 Fax: 618.659.0941 Email: bkulick@jaipc.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: 2019

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:

Survey of boring locations and MicroStation work.

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]

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

Signature _____
 Print Name: Corina T. Farez
 Title: Vice President
 Date: 8/28/2018

Signature _____
 Print Name: Brian F. Kulick, P.E., P.L.S.
 Title: Vice President
 Date: 8/23/2018

Unified Certification Program - Search

Contractor Details

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

Print

RR-18-4410

Himalayan Consultants, LLC

Gopal K. Adhikary
W156 N11357 Pilgrim Rd.
Germantown, WI 53022

County:

Out-of-State

Email: gadhikary@himalayanllc.com

Phone: (262) 502-0066

Fax: (262) 502-0077

Categories: Architecture\Engineering, Professional

NAICS

541330-Engineering
Services

541360-Geophysical
Surveying & Mapping
Services

541715-Research and
Development in the
Physical, Engineering, and
Life Sciences (except
Nanotechnology and
Biotechnology)

Speciality

541330- LOCATION
DRAINAGE

REHABILITATION
ROADS AND STREETS
FREEWAYS

541360- GENERAL
GEOTECHNICAL SERVICES
SUBSURFACE
EXPLORATIONS
STRUCTURE
GEOTECHNICAL REPORTS
541715- RESEARCH

Unified Certification Program - Search

Contractor Details

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

Print

RR-18-4410

Millennia Professional Services of Illinois, Ltd.
Email: pmoreno@mps-il.com
Phone: (309) 321-8141
Fax: (309) 321-8142

Paul J. Moreno
850 N. Main St.
Morton, IL 61550

County: DuPage

Categories: Architecture\Engineering, Construction

NAICS	Speciality
237310-Highway, Street, & Bridge Construction	237310- AGGREGATE BASES & SURFACES
237990-Other Heavy and Civil Engineering Construction	PAVEMENT PATCHING SAWING CONCRETE TEMPORARY BARRIER
238110-Poured Concrete Foundation and Structure Contractors	WALL INSTALLATION EXCAVATING & GRADING - CONSTRUCTION
238990-All Other Specialty Trade Contractors	DEMOLITION - CONSTRUCTION
541330-Engineering Services	237990- DRAINAGE
541360-Geophysical Surveying & Mapping Services	238110- MISCELLANEOUS CONCRETE 238990- FENCING
541370-Surveying & Mapping (except Geophysical) Serv.	541330- WATERWAYS: COMPLEX CONSTRUCTION INSPECTION
541620-Environmental Consultant Services	TRAFFIC SIGNALS QA PCC & AGGREGATE LOCATION DRAINAGE STUDIES: PUMP STATIONS WATERWAYS: TYPICAL FREEWAYS ROADS AND STREETS STUDIES: TRAFFIC STUDIES: SAFETY STUDIES: FEASIBILITY REHABILITATION QA HMA & AGGREGATE 541360- STRUCTURE GEOTECHNICAL REPORTS SUBSURFACE EXPLORATIONS GENERAL GEOTECHNICAL SERVICES 541370- SURVEYING 541620- SANITARY ENGINEERING

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM
FOR
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)
PSB: 18-3 ITEM: 7

MEMORANDUM OF UNDERSTANDING
BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
Wang Engineering, Inc.	1145 N Main Street Lombard, IL 60148		Millennia Professional Services of Illinois, Ltd	11 Executive Drive, Suite 12 Fairview Heights, IL, 62208

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) 12.00 %

Scope:

Geotechnical Engineering/Drilling Supervision/Engineering Analysis/Report Preparation

- Work not applicable to prequalification category(ies) 1.00 %

Scope:

Management/Administration

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

2.00 %

Note: Protégé participation in this area is optional

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

15.00 %

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

Millennia Professional Services of Illinois, Ltd (Millennia) is requesting mentoring in the development of Structure Geotechnical Reports (SGRs) and Roadway Geotechnical Reports (RGRs) on Tollway projects.

Mentorship includes project management, project administration, field activities including utility clearance, lane closure permitting through the Tollway System, soil classification and field testing, and geotechnical analysis and reporting on Illinois Tollway projects.

Ultimately, the goal will be to introduce Millennia's geotechnical engineering services to the Tollway and develop their skills to serve as a lead geotechnical firm on future projects.

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

Wang Engineering has extensive experience providing advanced geotechnical services for Illinois Tollway projects and can mentor Millennia on procedure and compliance with Tollway geotechnical guidelines, requirements and specifications.

III. MENTOR EXPERIENCE WITH THE PROGRAM

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

YES NO

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

Areas of Assistance:

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

YES NO

I-17-4297

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

Areas of Assistance:

Geotechnical Engineering/Drilling Supervision/Engineering Analysis/Report Preparation

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>
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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>
I-12-4052	1,661,679.60	BLA, Inc.	Construction Project Management, Technical Development, Administrative Needs
_____	_____	_____	_____
_____	_____	_____	_____

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

YES NO

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

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

YES NO

<u>PTB No/Item</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
PTB 169 / 28	208,678.58	Hanson Professional Services	Maintenance of Traffic
PTB 161 / 06	179,653.68	BLA, Inc.	Highways (Roads & Streets), Traffic Signals, Surveying, Training/Development, QA/QC
PTB 168 / 05	64,994.33	BLA, Inc.	Geotechnical Svc., Structural CADD Drafting, Surveying, Training/Development, QA/QC
PTB 174 / 01	266,852.25	A. Epstein & Sons International, Inc.	Location Design Studies, Phase I Reports Management, Other Topics/Unique Circumstances


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

V. STATEMENT OF COMMITMENT

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

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


SIGNATURE (Mentor Representative)


SIGNATURE (Protégé Representative)

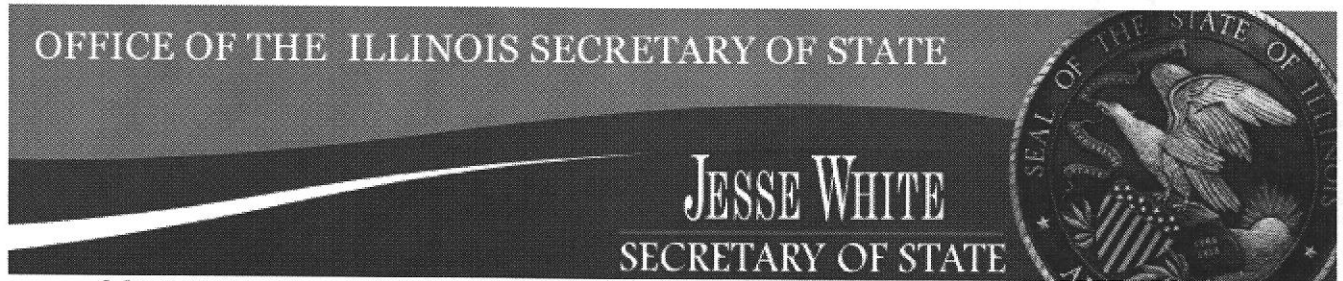
8/28/2018

(Date)

8/24/18

(Date)

RR-18-4410



CORPORATION FILE DETAIL REPORT

File Number	52793467		
Entity Name	WANG ENGINEERING, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	07/13/1982	State	ILLINOIS
Agent Name	BFKPN CORPORATE SERVICES, INC	Agent Change Date	05/25/2007
Agent Street Address	200 W MADISON ST STE 3900	President Name & Address	PAUL Y WANG 1145 N MAIN STREET LOMBARD 60148
Agent City	CHICAGO	Secretary Name & Address	SAME
Agent Zip	60606	Duration Date	PERPETUAL
Annual Report Filing Date	07/10/2018	For Year	2018

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[Articles of Amendment Effecting A Name Change](#)
[Change of Registered Agent and/or Registered Office Address](#)
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OFFSET CONTRACT INQUIRY

07:39 10/25/18

ACTION: S

VENDOR NUMBER= *****



OFFSET: 00 OF 00


VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/25/18 AT 07:47 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:39 10/25/18

ACTION: S

VENDOR NUMBER= ***

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

OFFSET: 00 OF 00

DISCLAIMER:

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*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:39 10/25/18

ACTION: S

VENDOR NUMBER= *** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/25/18 AT 07:47 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:39 10/25/18

ACTION: S

VENDOR NUMBER= *****



OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/25/18 AT 07:48 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/25/18 AT 07:47 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Vendor Code Checklist

Name of Requestor: Grace Gomez

Check One:

- Create New Vendor Code
- Activate Inactive Vendor Code
- Update / Modify Vendor Code


Existing Vendor Code (if applicable):	
Vendor Name:	Wang Engineering, Inc.
Contact Person Name:	Paul Wang
Address:	1145 N Main Street, Lombard, IL 60148
Phone:	630 953-9928 x 1010
Fax:	630 953-9938
FEIN:	363191909
E-mail Address:	pwang@wangeng.com
Web Address:	www.wangeng.com
Remittance Address:	1145 N Main Street, Lombard, IL 60148

Attach W-9 and Additional Applicable Documentation from Vendor
(E-mail, Letter from Vendor on Company Letterhead, or Invoice to Support the Modification)

Reason for New Code / Activation / Modification:

PSB 18-3, Item 7 – Contract No. RR-18-4410 – responsible for the following project: Geotechnical Services Upon Request.

Approved By:

 4/1/18
Requesting Department Chief or Designee Signature Date
(if request originated outside of the Procurement Department)
Paul Kovacs
Chief Engineering Officer

Procurement Department Chief or Designee Signature Date
Roger Nondorf
Deputy Chief of Procurement

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Wang Engineering, Inc.		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____		Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 1145 North Main Street City, state, and ZIP code Lombard, Illinois 60148		Requester's name and address (optional)
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)						
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 33%; text-align: center;">[][]-[][]-[][][][]</td> <td></td> </tr> </table>		Social security number		[][]-[][]-[][][][]	
Social security number						
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		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td colspan="2" style="text-align: center;">[REDACTED]</td> </tr> </table>	Employer identification number		[REDACTED]	
Employer identification number						
[REDACTED]						
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.						

Part II Certification	
Under penalties of perjury, I certify that:	
<ol style="list-style-type: none"> 1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. 	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ [REDACTED] Date ▶ <u>10/21/2018</u>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

DESIGN UPON REQUEST
DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 29th day of **November, 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 **WANG ENGINEERING, INC.**, 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 **October 29, 2018**, to provide design section engineering services for Contract No. **RR-18-4410** for **Geotechnical Services Upon Request, On-call and As-needed**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-3, Item 7**, 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-18-4410** for **Geotechnical Services Upon Request, On-call and As-needed** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the DESIGN SECTION ENGINEER of **October 29, 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 November 30, 2018** and ending **January 31, 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 **Two Million Dollars and No Cents (\$2,000,000.00)**. 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 – "Upon Request" Contracts

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

assignment of a Task, the DESIGN SECTION ENGINEER shall meet with representatives of the TOLLWAY; prepare a scope of services to complete the task; and submit a Proposal for the services to be performed. The DESIGN SECTION ENGINEER shall perform the task for not more than the total proposed task fee as authorized by the TOLLWAY. In no event will the DESIGN SECTION ENGINEER be entitled to additional compensation due to its errors in estimating the time, costs or expertise required to complete the task assignments. Only upon a change in the scope of task services, as documented in writing by the DESIGN SECTION ENGINEER and subsequently approved in writing by the Chief Engineering Officer, will any additional fees be approved. The total compensation for the entirety of all task assignments shall not be in excess of **Two Million Dollars and No Cents (\$2,000,000.00)** being the amount set as the Upper Limit of Compensation for this Contract.

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. **Wang Engineering, Inc.**, 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 **Wang Engineering, Inc., 1145 North Main Street, Lombard, Illinois 60148**, 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-18-4410 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

WANG ENGINEERING, INC.

By: [Redacted] 1/18/19
Chair/Executive Director-Signature Date
Robert Schillerstrom/Elizabeth Gorman

[Redacted] 11/2/2018
President-Signature Date

CORINA T. FAREZ
Printed Name as Signed Above

APPROVED:
[Redacted] 1-11-19
Chief Financial Officer - Signature Date
Michael Colsch

APPROVED:
[Redacted] 1-8-2019
Acting General Counsel - Signature Date
~~Elizabeth Oplawski~~
Robert T. Lane

Approved as to Form and Constitutionality
[Redacted] 1/8/19
Attorney General, State of Illinois - Robert Lane - Signature Date
Tiffany Schaffer

DESIGN SECTION ENGINEER PROPOSAL
FOR CONTRACT NUMBER RR-18-4410

This proposal, dated October 29, 2018, is submitted by Wang Engineering, Inc. of Lombard, Illinois for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract RR-18-4410 for which we propose to provide Design Section Engineering Services is Geotechnical Services Upon Request , in Systemwide County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 18-3 Item 7, 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 \$ 2,000,000.00 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all 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-18-4410

SUBMITTED BY:

FIRM NAME: Wang Engineering, Inc.

ADDRESS: 1145 North Main Street

CITY, STATE &:
ZIP CODE: Lombard, IL 60148

TELEPHONE: 630-953-9928

FACSIMILE: 630-953-9938

SIGNED BY: _____



PRINTED NAME: Corina Farez

TITLE: Vice President/Project Manager

EXHIBIT F

CONTRACT RR-18-4410

(Wang Engineering, Inc.)

SCOPE OF SERVICES

WANG ENGINEERING, INC. (WANG) TEAM that comprises its subconsultants MILLENNIA PROFESSIONAL SERVICES OF ILLINOIS, LTD (D/MBE), HIMALAYAN CONSULTANTS, LLC (DBE), JUNEAU ASSOCIATES, INC., P.C. (VOSB), and EXP.US SERVICES, INC. will provide geotechnical services on upon request basis for the entire Tollway system. The work will include geotechnical soil borings and laboratory testing; pavement and structure coring and testing; and the preparation of geotechnical reports associated with Move Illinois Program.

Each assigned task may consist of the following:

FIELD INVESTIGATION: planning and execution; permitting and utility clearance; surveying; MOT as necessary; drilling and sampling; in situ testing; and water table determination and monitoring;

LABORATORY TESTING: soil and rock classification; index properties and compaction characteristics determination; and strength and deformation parameter analyses;

GEOTECHNICAL REPORTING: field and laboratory test results; soil and groundwater conditions, including boring logs, soil profiles, and maps; foundation/subgrade soil evaluation in terms of stability, settlement, bearing capacity, and suitability; and foundation design, constructability, dewatering, and, if necessary, further investigation recommendations.

QC/QA: The QC/QA staff will work independent of the staff directly involved in carrying out to completion the geotechnical tasks. To ensure high quality deliverables for the Tollway, each geotechnical report submittal will be peer reviewed by staff from a different company than the one that prepared the reports.

QC/QA AUDIT: Wang will conduct periodical QA Audits of the work performed by the subconsultants.

MENTOR-PROTÉGÉE: Wang and Millennia have entered on a Mentor Protégée Program for geotechnical investigations. The specific areas for mentoring are detailed in the Mentor-Protégée Agreement.

EXHIBIT G
CONTRACT RR-18-4410
(Wang Engineering, Inc.)

CURRENT OBLIGATIONS FOR PROJECT

Contract Reference/P.O./Illinois Procurement Bulletin #	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining to Be Earned	Estimated Date of Completion
RR-18-4381 PSB 18-2 Item 04 Wang 747-01-01 (Lochmuller)	Geotechnical Engineering Services	\$ 36,964.00	\$ 20,655.00	Jun-19
I-17-4276 PSB 17-2 Item 08 Wang 213-04-00 (HBM)	Geotechnical Engineering Services	\$ 100,000.00	\$ 83,589.00	Dec-19
I-17-4275 PSB 17-2 Item 07 Wang 775-19-01 (Ciorba)	Geotechnical Engineering Services	\$ 1,170,576.52	\$ 281,068.52	Dec-19
I-17-4675 PSB 17-2 Item 02 Wang 393-10-00 (Infrastructure)	Geotechnical Engineering Services	\$ 400,000.00	\$ 346,967.56	Dec-19
RR-16-4265 PSB16, Item 01 Wang 1100-09-01 (AECOM)	Geotechnical Engineering Services	\$ 937,000.00	\$ 113,000.00	Jun-19
RR-14-9171 PSB 14-3 Item 8 Wang 1400-02-00	Construction Engineering Services	\$ 50,876.00	\$ 48,122.05	Dec-18
RR-14-4223 PSB 14-3, Item 3 Wang 790-83-01 (TranSystems)	Geotechnical Engineering Services	\$ 1,754,548.89	\$ 52,490.26	Jan-19
RR-14-4222 PSB 14-3, Item 02 Wang 314-19-01 (BB&A)	Geotechnical Engineering Services	\$ 556,614.00	\$ 76,099.00	Jan-19
I-14-4193 PSB 14-1, Item 08 Wang 468-01-01	Construction Engineering Services	\$ 98,968.00	\$ 29,566.39	Sep-18
I-13-4622 PSB 13-4, Item 01 Wang 630-09-01 (Stanley)	Geotechnical Engineering Services	\$ 2,950,000.00	\$ 1,453,355.00	Dec-19
I-11-4014 PSB 12-3, Item 2 Wang 450-03-03 (Jacobs)	Geotechnical Engineering Services	\$ 3,470,000.00	\$ 1,070,000.00	May-20
RR-18-4410 PSB 18-4-07 Wang P180518 (Prime)	Geotechnical Engineering Services	\$ 2,000,000.00	\$ 2,000,000.00	Dec-20
PTB 189/017 D-91-369-18 P181022	Geotechnical Engineering Services	\$100,000.00	\$100,000.00	Dec-18
D-91-294-18 Wang P180722	Geotechnical Engineering Services	TBD		
D-91-294-18 P190722	Geotechnical Engineering Services	Waiting Negotiation	NA	Jun-22
D-91-291-18 P180723	Geotechnical Engineering Services	Waiting Negotiation	NA	Jun-22
D-91-291-18 Wang P180723	Geotechnical Engineering Services	TBD		

EXHIBIT G
CONTRACT RR-18-4410

(Wang Engineering, Inc.)

CURRENT OBLIGATIONS FOR PROJECT

Contract Reference/P.O./Illinois Procurement Bulletin #	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining to Be Earned	Estimated Date of Completion
D-92-018-13 P180435	Geotechnical Engineering Services	\$ 36,500.00	\$ 36,500.00	Sep-20
P-30-027-17 PTB 183-17 Wang 707-22-00	Geotechnical Engineering Services	TBD	TBD	Sep-19
D-91-115-17 PTB 182-04 Wang 486-23-00	Geotechnical Engineering Services	TBD	TBD	Dec-18
D-91-177-17 PTB 182-01 Wang 555-16-00	Geotechnical Engineering Services	\$ 300,000.00	\$ 229,186.11	Jan-20
P-92-005-15 PTB 181-09 Wang 412-09-00	Geotechnical Engineering Services	Task Orders	TBD	Oct-19
D-91-321-16 PTB 180-02 Wang 491-03-00	Geotechnical Engineering Services	\$ 125,349.00	\$ 125,349.00	Dec-19
D-91-226-16 PTB 179-04 Wang 213-03-00	Geotechnical Engineering Services	TBD	TBD	Dec-18
D-91-020-16 PTB 177-04 Wang 199-01-00	Geotechnical Engineering Services	TBD	TBD	Oct-20
P-94-004-15 and D-94-036-15 PTB 176-15 Wang 707-21-01	Geotechnical Engineering Services	TBD	TBD	Oct-20
P-92-022-15/D-92-022-15 PTB 176-11 Wang 751-07-01	Geotechnical Engineering Services	\$ 215,213.00	\$ 209,111.00	Dec-20
P-91-224-15 PTB 175-11 Wang 255-32-00	Geotechnical Engineering Services	Task Orders	Task Orders	-
P-91-225-15 PTB 175-05 Wang 630-10-00	Geotechnical Engineering Services	Task Orders	Task Orders	-
D-91-101-15 PTB 174-07 Wang 811-04-00	Geotechnical Engineering Services	\$ 23,288.00	\$ 23,288.00	Feb-19
D-91-459-14 PTB 173-10 Wang 491-02-00	Geotechnical Engineering Services	\$ 113,863.00	\$ -	Dec-18
D-91-104-14 PTB 170-03 Wang 132-09-00	Geotechnical Engineering Services	TBD	TBD	Dec-18
P-94-018-13 / D-4-018-13 PTB 169-29 Wang 414-09-01	Geotechnical Engineering Services	\$ 885,777.00	\$ 92,152.91	Dec-18

EXHIBIT G
CONTRACT RR-18-4410
(Wang Engineering, Inc.)

CURRENT OBLIGATIONS FOR PROJECT

Contract Reference/P.O./Illinois Procurement Bulletin #	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining to Be Earned	Estimated Date of Completion
D-91-011-14 PTB 169-19 Wang 195-13-01	Geotechnical Engineering Services	\$ 296,761.00	\$ 47,028.73	Dec-18
D-91-023-14 PTB 169-18 Wang 168-05-01	Geotechnical Engineering Services	\$ 516,047.00	\$ 203,254.17	Dec-18
D-91-011-14 PTB 169-19 Wang P140106	Geotechnical Engineering Services	\$ 298,670.00	\$ 298,670.00	Dec-18
D-91-227-13 PTB 163-001 Wang 1100-04-01	Geotechnical Engineering Services	\$ 2,476,189.00	\$ 77,425.31	Dec-20
D-91-408-11 PTB 159-001 Wang 630-08-01	Geotechnical Engineering Services	\$ 787,411.00	\$ 117,617.01	Dec-19

Biggs, Susan

From: Curcuro, Eleanor
Sent: Wednesday, November 14, 2018 12:20 PM
To: Biggs, Susan
Cc: Lanzo, Paul
Subject: FW: RR-10-4410 - Wang Engineering, Inc. - Prime Disclosure Review - NOV Board, IPB 22042815
Attachments: RR-18-4410_WangEngineeringInc_11142018.pdf

Hi Sue,

I reviewed the attached financial disclosures for Wang Engineering, Inc. for RR-18-4410 and they are approved. Please also note that during my review I found that their IPG registration will expire on 11/30/2018 and their MBE certificate will expire on 12/5/2018, and they should renew these prior to contract execution.

Thanks,
Eleanor

From: Biggs, Susan
Sent: Wednesday, November 14, 2018 9:44 AM
To: Curcuro, Eleanor
Cc: Lanzo, Paul
Subject: RR-10-4410 - Wang Engineering, Inc. - Prime Disclosure Review - NOV Board, IPB 22042815

Hi Eleanor,

Attached are financial disclosures for the following Prime consultant for Tollway Contract RR-10-4410, IPB# 22042815, for your review and approval. These are Prime disclosures for a November Board item.

- Wang Engineering, Inc.

Please let me know if you require any additional information.

Thank you,

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

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ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-18-4410

CONTRACTOR/CONSULTANT (NAME): Wang Engineering, Inc.

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 PAYMENT DATA REPORTING REQUIREMENT

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

Additional information can be found at: <https://www.illinoistollway.com/doing-business#B2GNow>

25.4 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS


SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

Wang Engineering, Inc.

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

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

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

Agreed: Wang Engineering, Inc.	Agreed:
By: Paul Wang	By:
Signed: 	Signed:
Position: President	Position:
Date: November 7, 2018	Date:



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

Date: 8/22/2014 **Project Number:** RR-18-4410

Project Name: Geotechnical Services Upon Request

**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: Wang Engineering, Inc.

Federal Employment Identification Number (FEIN):

E-Mail: cfarez@wangeng.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>
exp.US Services, Inc.		201 North Michigan Avenue Chicago, IL 60601	QC/QA	3%
Millennia Professional Services of Illinois, Ltd		600 Warrenville Rd #203, Downers Grove, IL 60515	Geotechnical	15%
Himalayan Consultants, LLC		8770 W Bryn Mawr, Ste 1300, Chicago, IL 60631	Geotechnical	12%
Juneau Associates, Inc.		555 W. Central Road, Ste 101 Hoffman Estates, IL 60192	Surveying	5%

Signature:

Date: 8/28/2018

Printed Name: Corina T. Farez



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/05/2018

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

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

PRODUCER DSP Insurance Services Inc 1900 E. Golf Rd., Ste 650 Schaumburg IL 60173	CONTACT NAME: Debbie Hagan PHONE (A/C No. Ext): (847) 485-2436 E-MAIL ADDRESS: dhagan@dspins.com	FAX (A/C No.): (847) 934-6186
	INSURER(S) AFFORDING COVERAGE	
INSURED Wang Engineering, Inc. 1145 N. Main Street Lombard IL 60148	INSURER A: Travelers Property And Casualty NAIC # 25674	
	INSURER B: Travelers Indemnity Company 25658	
	INSURER C: Travelers Casualty and Surety 31194	
	INSURER D: Underwriters at Lloyds 15792	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 23812 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Railroad Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6606E549116	06/30/2018	06/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BA6E549116	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUP6K41500A	06/30/2018	06/30/2019	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	UB6K286927	06/30/2018	06/30/2019	<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
A	Valuable Papers		6606E549116	06/30/2018	06/30/2019	Limit \$ 500,000
D	Pollution/Prof Liability		PGIARK01140-07	06/30/2018	06/30/2019	Each Claim/Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Wang # 166-01-01, Contract No. RR-18-4410 for Geotechnical Services
The Illinois State Toll Highway Authority are named as Additional Insured's with respects to General Liability and Automobile Liability and applies on a Primary Non-Contributory basis when required by written contract

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

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE –
CONTRACTORS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS
IF REQUIRED BY WRITTEN CONTRACT
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

Contract Information Sheet

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

Consultant Name: Wang Engineering, Inc.

Contract Number: RR-18-4410

Proposal Date: 10/29/2018

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-18-4410

Consultant: Wang Engineering, 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	
Geotechnical Services	10	10	40	100	150	250	250	150	150	25	25	10	1170
TOTALS	10	10	40	100	150	250	250	150	150	25	25	10	1170

Contract Number: RR-18-4410 Consultant: Wang Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2023												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Geotechnical Services	8														8
TOTALS	8														8

Contract No.: RR-18-4410 Consultant: Wang Engineering, 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/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

- 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) \$ 775,329.34

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates_
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

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

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

NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: RR-18-4410

Consultant: Wang Engineering, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal:

Project Manager:

Corina Farez

Project Engineer:

Resident Engineer:

Documentation Engineer:

Project Civil Engineer:

Project Structural Engineer:

Project Drainage Engineer:

Senior Engineer:

Others:

Name:

Classification:

Name:

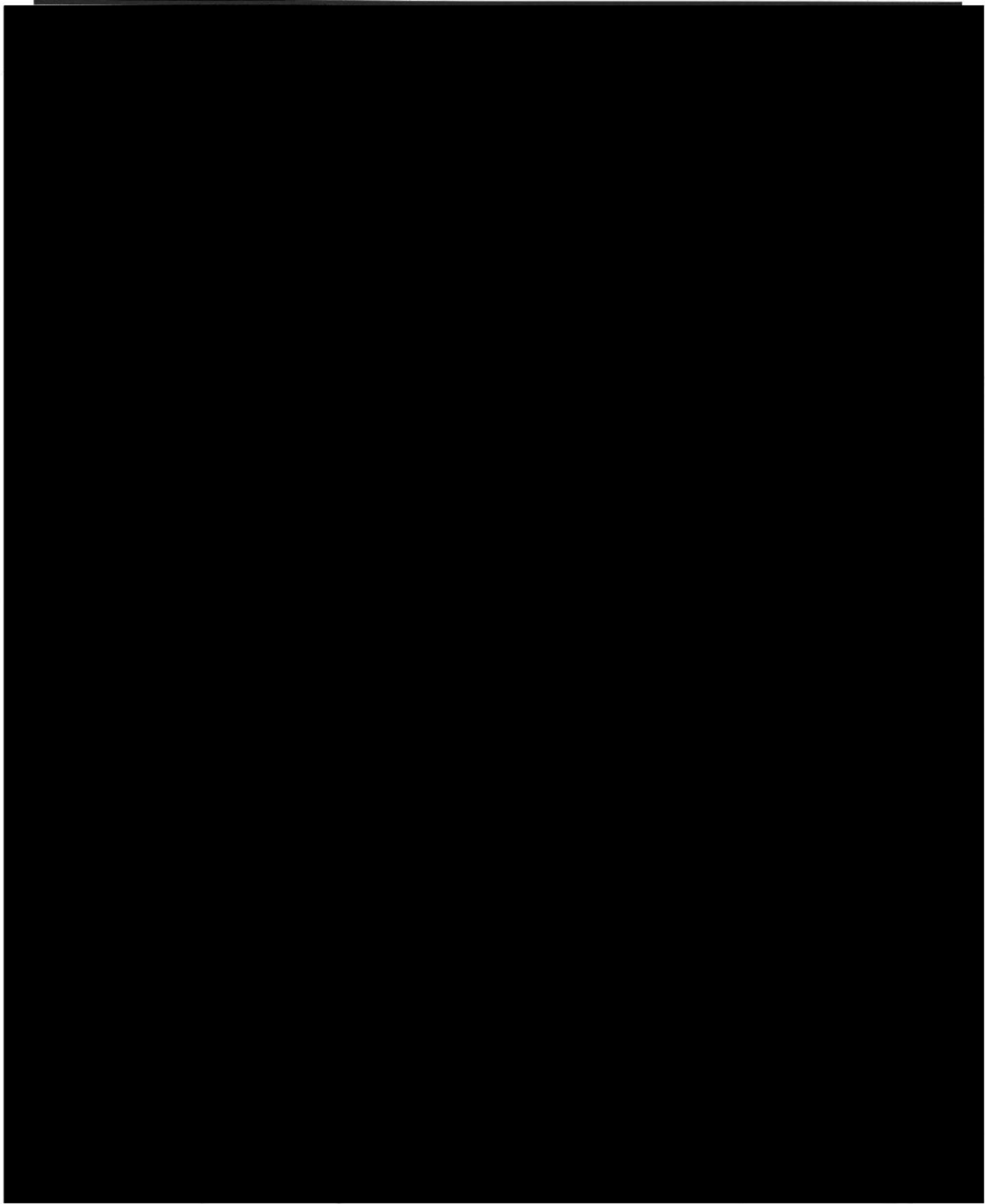
Classification:

Name:

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Name:

Classification:



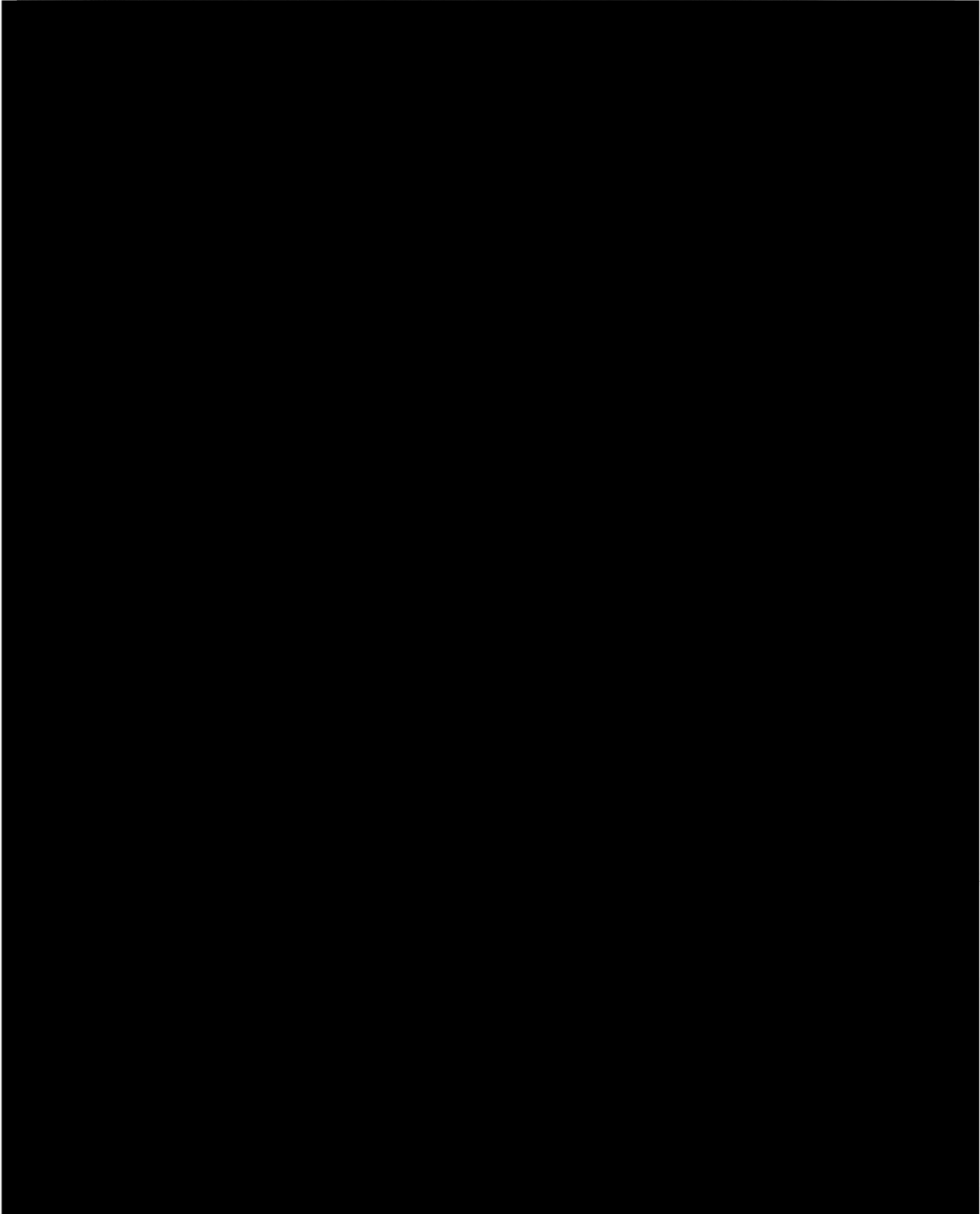


EXHIBIT F

Contract No. RR-18-4410

Wang Engineering, Inc.

SCOPE OF SERVICES

GEOTECHNICAL ENGINEERING UPON REQUEST
PTB 18-3, ITEM 7

SCOPE OF WORK

WANG ENGINEERING, INC. (WANG) TEAM that comprises its subconsultants **MILLENNIA PROFESSIONAL SERVICES OF ILLINOIS, LTD (D/MBE), HIMALAYAN CONSULTANTS, LLC (DBE), JUNEAU ASSOCIATES, INC., P.C. (VOSB), and EXP.US SERVICES, INC.** will provide geotechnical services on upon request basis for the entire Tollway system. The work will include geotechnical soil borings and laboratory testing; pavement and structure coring and testing; and the preparation of geotechnical reports associated with Move Illinois Program.

Each assigned task may consist of the following:

FIELD INVESTIGATION: planning and execution; permitting and utility clearance; surveying; MOT as necessary; drilling and sampling; in situ testing; and water table determination and monitoring;

LABORATORY TESTING: soil and rock classification; index properties and compaction characteristics determination; and strength and deformation parameter analyses;

GEOTECHNICAL REPORTING: field and laboratory test results; soil and groundwater conditions, including boring logs, soil profiles, and maps; foundation/subgrade soil evaluation in terms of stability, settlement, bearing capacity, and suitability; and foundation design, constructability, dewatering, and, if necessary, further investigation recommendations.

QC/QA: The QC/QA staff will work independent of the staff directly involved in carrying out to completion the geotechnical tasks. To ensure high quality deliverables for the Tollway, each geotechnical report submittal will be peer reviewed by staff from a different company than the one that prepared the reports.

QC/QA AUDIT: Wang will conduct periodical QA Audits of the work performed by the subconsultants.

MENTOR-PROTÉGÉE: Wang and Millennia have entered on a Mentor Protégée Program for geotechnical investigations. The specific areas for mentoring are detailed in the Mentor-Protégée Agreement.

EXHIBIT G
CONTRACT RR-18-4410
(Wang Engineering, Inc.)

CURRENT OBLIGATIONS

Contract Reference/P.O./Illinois Procurement Bulletin #	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining to Be Earned	Estimated Date of Completion
RR-18-4381 PSB 18-2 Item 04 Wang 747-01-01 (Lochmuller)	Geotechnical Engineering Services	\$ 36,964.00	\$ 20,655.00	Jun-19
I-17-4276 PSB 17-2 Item 08 Wang 213-04-00 (HBM)	Geotechnical Engineering Services	\$ 100,000.00	\$ 83,589.00	Dec-19
I-17-4275 PSB 17-2 Item 07 Wang 775-19-01 (Ciorba)	Geotechnical Engineering Services	\$ 1,170,576.52	\$ 281,068.52	Dec-19
I-17-4675 PSB 17-2 Item 02 Wang 393-10-00 (Infrastructure)	Geotechnical Engineering Services	\$ 400,000.00	\$ 346,967.56	Dec-19
RR-16-4265 PSB16, Item 01 Wang 1100-09-01 (AECOM)	Geotechnical Engineering Services	\$ 937,000.00	\$ 113,000.00	Jun-19
RR-14-9171 PSB 14-3 Item 8 Wang 1400-02-00	Construction Engineering Services	\$ 50,876.00	\$ 48,122.05	Dec-18
RR-14-4223 PSB 14-3, Item 3 Wang 790-83-01 (TranSystems)	Geotechnical Engineering Services	\$ 1,754,548.89	\$ 52,490.26	Jan-19
RR-14-4222 PSB 14-3, Item 02 Wang 314-19-01 (BB&A)	Geotechnical Engineering Services	\$ 556,614.00	\$ 76,099.00	Jan-19
I-14-4193 PSB 14-1, Item 08 Wang 468-01-01	Construction Engineering Services	\$ 98,968.00	\$ 29,566.39	Sep-18
I-13-4622 PSB 13-4, Item 01 Wang 630-09-01 (Stanley)	Geotechnical Engineering Services	\$ 2,950,000.00	\$ 1,453,355.00	Dec-19
I-11-4014 PSB 12-3, Item 2 Wang 450-03-03 (Jacobs)	Geotechnical Engineering Services	\$ 3,470,000.00	\$ 1,070,000.00	May-20
RR-18-4410 PSB 18-4-07 Wang P180518 (Prime)	Geotechnical Engineering Services	\$ 2,000,000.00	\$ 2,000,000.00	Dec-20
PTB 189/017 D-91-369-18 P181022	Geotechnical Engineering Services	\$100,000.00	\$100,000.00	Dec-18
D-91-294-18 Wang P180722	Geotechnical Engineering Services	TBD		
D-91-294-18 P190722	Geotechnical Engineering Services	Waiting Negotiation	NA	Jun-22
D-91-291-18 P180723	Geotechnical Engineering Services	Waiting Negotiation	NA	Jun-22
D-91-291-18 Wang P180723	Geotechnical Engineering Services	TBD		

EXHIBIT G
CONTRACT RR-18-4410
(Wang Engineering, Inc.)

CURRENT OBLIGATIONS

Contract Reference/P.O./Illinois Procurement Bulletin #	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining to Be Earned	Estimated Date of Completion
D-92-018-13 P180435	Geotechnical Engineering Services	\$ 36,500.00	\$ 36,500.00	Sep-20
P-30-027-17 PTB 183-17 Wang 707-22-00	Geotechnical Engineering Services	TBD	TBD	Sep-19
D-91-115-17 PTB 182-04 Wang 486-23-00	Geotechnical Engineering Services	TBD	TBD	Dec-18
D-91-177-17 PTB 182-01 Wang 555-16-00	Geotechnical Engineering Services	\$ 300,000.00	\$ 229,186.11	Jan-20
P-92-005-15 PTB 181-09 Wang 412-09-00	Geotechnical Engineering Services	Task Orders	TBD	Oct-19
D-91-321-16 PTB 180-02 Wang 491-03-00	Geotechnical Engineering Services	\$ 125,349.00	\$ 125,349.00	Dec-19
D-91-226-16 PTB 179-04 Wang 213-03-00	Geotechnical Engineering Services	TBD	TBD	Dec-18
D-91-020-16 PTB 177-04 Wang 199-01-00	Geotechnical Engineering Services	TBD	TBD	Oct-20
P-94-004-15 and D-94-036-15 PTB 176-15 Wang 707-21-01	Geotechnical Engineering Services	TBD	TBD	Oct-20
P-92-022-15/D-92-022-15 PTB 176-11 Wang 751-07-01	Geotechnical Engineering Services	\$ 215,213.00	\$ 209,111.00	Dec-20
P-91-224-15 PTB 175-11 Wang 255-32-00	Geotechnical Engineering Services	Task Orders	Task Orders	-
P-91-225-15 PTB 175-05 Wang 630-10-00	Geotechnical Engineering Services	Task Orders	Task Orders	-
D-91-101-15 PTB 174-07 Wang 811-04-00	Geotechnical Engineering Services	\$ 23,288.00	\$ 23,288.00	Feb-19
D-91-459-14 PTB 173-10 Wang 491-02-00	Geotechnical Engineering Services	\$ 113,863.00	\$ -	Dec-18
D-91-104-14 PTB 170-03 Wang 132-09-00	Geotechnical Engineering Services	TBD	TBD	Dec-18
P-94-018-13 / D-4-018-13 PTB 169-29 Wang 414-09-01	Geotechnical Engineering Services	\$ 885,777.00	\$ 92,152.91	Dec-18

EXHIBIT G
CONTRACT RR-18-4410
(Wang Engineering, Inc.)

CURRENT OBLIGATIONS

Contract Reference/P. O/Illinois Procurement Bulletin #	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining to Be Earned	Estimated Date of Completion
D-91-011-14 PTB 169-19 Wang 195-13-01	Geotechnical Engineering Services	\$ 296,761.00	\$ 47,028.73	Dec-18
D-91-023-14 PTB 169-18 Wang 168-05-01	Geotechnical Engineering Services	\$ 516,047.00	\$ 203,254.17	Dec-18
D-91-011-14 PTB 169-19 Wang P140106	Geotechnical Engineering Services	\$ 298,670.00	\$ 298,670.00	Dec-18
D-91-227-13 PTB 163-001 Wang 1100-04-01	Geotechnical Engineering Services	\$ 2,476,189.00	\$ 77,425.31	Dec-20
D-91-408-11 PTB 159-001 Wang 630-08-01	Geotechnical Engineering Services	\$ 787,411.00	\$ 117,617.01	Dec-19

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 <u>Millenia Professional Services</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 120,435.84</td></tr> <tr><td>Direct Costs</td><td>\$ 179,564.16</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>\$ 300,000.00</td></tr> </table>	Direct Labor	\$ 120,435.84	Direct Costs	\$ 179,564.16	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 300,000.00	<p>6 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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<p>2 <u>Himalayan Consultants, LLC</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 96,096.00</td></tr> <tr><td>Direct Costs</td><td>\$ 143,904.00</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>\$ 240,000.00</td></tr> </table>	Direct Labor	\$ 96,096.00	Direct Costs	\$ 143,904.00	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 240,000.00	<p>7 _____</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants:	\$ 540,000.00
TOTAL Additional Services DBE/MBE/WBE Subconsultants	\$ -
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants	\$ 540,000.00
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):	27.00%
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):	27.00%

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>Juneau Associates, Inc. PC</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>79,430.40</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>20,569.60</td></tr> <tr><td>Services by Others</td><td></td><td></td></tr> <tr><td>Additional Services **</td><td></td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>100,000.00</td></tr> </table>	Direct Labor	\$	79,430.40	Direct Costs	\$	20,569.60	Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	100,000.00	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td></td><td></td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor			Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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Total this Subconsultant (ULC)	\$	-																													
<p>2 <u>Exp. U.S. Services, Inc.</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>61,950.00</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>1,050.00</td></tr> <tr><td>Services by Others</td><td></td><td></td></tr> <tr><td>Additional Services **</td><td></td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>63,000.00</td></tr> </table>	Direct Labor	\$	61,950.00	Direct Costs	\$	1,050.00	Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	63,000.00	<p>7</p> <table border="0"> <tr><td>Direct Labor</td><td>\$</td><td>-</td></tr> <tr><td>Direct Costs</td><td>\$</td><td>-</td></tr> <tr><td>Services by Others</td><td>\$</td><td>-</td></tr> <tr><td>Additional Services **</td><td>\$</td><td>-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$</td><td>-</td></tr> </table>	Direct Labor	\$	-	Direct Costs	\$	-	Services by Others	\$	-	Additional Services **	\$	-	Total this Subconsultant (ULC)	\$	-
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Additional Services **	\$	-																													
Total this Subconsultant (ULC)	\$	-																													

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 163,000.00

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 163,000.00

Contract Information Sheet

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

Consultant Name: Exp U.S. Services Inc.

Contract Number: RR-18-4410

Proposal Date: 10/29/2018

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-18-4410

Consultant: Exp U.S. Services Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												Grand Total Exhibit A Hours	295
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS	
QA/QC Review		6	24	8	1	24	8	16	24	8	16	24	159	
TOTALS		6	24	8	1	24	8	16	24	8	16	24	159	

Contract Number: RR-18-4410 Consultant: Exp U.S. Services 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	
QA/QC Review	0	16	16	0	16	24	0	16	24	8	0	0	120
TOTALS		16	16		16	24		16	24	8			120

Contract Number: RR-18-4410

Consultant: Exp U.S. Services Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2023												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
QA/QC Review	8																8
TOTALS																	8

Contract No.: RR-18-4410 **Consultant:** Exp U.S. 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/ALLOWABLE+DIRECT+COSTS_09122018.docx/b3dab352-6ca0-47db-8d7c-db8e8821037b?version=1.5

- 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) \$ 1,050.00

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates_
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

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

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

NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: RR-18-4410

Consultant: Exp U.S. 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

Contract No. RR-18-4410

Exp U.S. Services Inc.

SCOPE OF SERVICES

QA/QC Review

EXHIBIT G

Contract No. RR-18-4410

Exp U.S. 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
IL 104 Phase I/II	New Illinois River Bridge	\$5,400,000	\$20,000	12/1/2018
IL 173 Phase I	Environmental Assessment	\$4,400,000	\$400,000	1/31/2019
Central Avenue Phase I	Reconstruction and widening, new connector underpass	\$3,300,000	\$400,000	9/1/2019
IL 83 Phase II	Intersection Improvement	\$1,200,000	\$150,000	12/1/2019
I-55/US6 Phase III	Construction Engineering, Bridge/Interchange	\$3,400,000	\$35,000	11/30/2018
IL43 Phase I	Bridge over I-55	\$1,600,000	\$1,050,000	10/10/2020
EOWA Phase II DUR	Design Upon Request for EOWA	\$5,500,000	\$0	12/31/2018
EOWA Phase II DUR	Design Upon Request for EOWA	\$5,000,000	\$170,000	12/31/2019
I-294: 95 th to 22 nd . Master Plan	Master Plan for Central Tri-State from 95 th Street to 22 nd Street	\$8,040,000	\$20,000	12/31/2018
I-490/I-90 Interchange Phase II	New System to System Interchange	\$13,398,000	\$5,974,000	12/31/2020
ISTHA PMO	Program Management Office and Technical/Administrative Services	\$1,900,000	\$1,600,000	12/31/2024
Franklin Ave Phase I/II	Reconstruction and widening	\$4,400,000 (Pending)	\$2,500,000 (Pending)	12/1/2021
EOWA Phase III	I-294 Reconstruction and Widening: Grand to Wolf	TBD	TBD	TBD
Van Buren Phase III	Bridge Reconstruction	\$163,000	\$40,000	10/31/2018

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>2 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>7 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>3 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>8 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>4 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>9 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
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** Additional services funds require prior authorization before use

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Himalayan Consultants, LLC

Contract Number: RR-18-4410

Proposal Date: 10/29/2018

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-18-4410 Consultant: Himalayan Consultants, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical Services		30	30	30	30	30	30	30	30	30	30	28	328
TOTALS		30	30	30	30	30	30	30	30	30	30	28	328

Contract Number: RR-18-4410 Consultant: Himalayan Consultants, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Geotechnical Services																	
TOTALS																	0

Contract Number: RR-18-4410

Consultant: Himalayan Consultants, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Geotechnical Services														
TOTALS														0

Contract Number: RR-18-4410 Consultant: Himalayan Consultants, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2023												TOTAL HOURS					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec						
Geotechnical Services	8																	8
TOTALS	8																	8

Contract No.: RR-18-4410

Consultant: Himalayan Consultants, LLC

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>660.00</u> (Total Work Hours from Exhibit A)	<u>\$ 52.00</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$	<u>34,320.00</u>
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Multiplier to be used on this project:	<u>2.80</u>
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)	

DIRECT REGULAR SALARY TIMES MULTIPLIER	\$	<u>96,096.00</u>
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B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$	<u>143,904.00</u>
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C. SERVICES BY OTHERS

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

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

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>240,000.00</u></u>
-----------	--------------------------

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates_
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

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

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

NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: RR-18-4410

Consultant: Himalayan Consultants, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-18-4410

Himalayan Consultants, LLC

SCOPE OF SERVICES

Provide geotechnical investigations and reporting upon request for the entire tollway system.

EXHIBIT G

Contract No. RR-18-4410

Himalayan Consultants, LLC

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
D-91-117-17	Various Geotechnical Investigations, Various Counties, Region One/District One	TBD	TBD	5/31/2022
P-91-004-18	Phase I Various Projects, Various Routes, Various Counties, Region One/District One	TBD	N/A	12/31/2022
D-91-233-17	Various Hazardous Waste Assessments, Various Routes, Various Counties, Region One, District One	\$86,300.00	\$78,994.87	10/31/2022

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Juneau Associates, Inc. P.C.

Contract Number: RR-18-4410

Proposal Date: 10/29/2018

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-18-4410 Consultant: Juneau Associates, Inc. P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												Grand Total Exhibit A Hours	TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Survey/CAD		12	12	12	12	24	24	24	24	24	12	12	12	180	
TOTALS		12	12	12	12	24	24	24	24	24	12	12	12	180	

Contract Number: RR-18-4410 Consultant: Juneau Associates, Inc. P.C.

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	
Survey /CAD	12	12	12	12	24	24	24	12	12	12	12	12	180
TOTALS	12	12	12	12	24	24	24	12	12	12	12	12	180

Contract Number: RR-18-4410

Consultant: Juneau Associates, Inc. P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Survey /CAD	12	12	12	12	12	12	12	12	12	12	12	12	12	144
TOTALS	12	12	12	12	12	12	12	12	12	12	12	12	12	144

Contract Number: RR-18-4410 Consultant: Juneau Associates, Inc. P.C.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2023												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Survey /CAD	8													8
TOTALS	8													8

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates_
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

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

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

NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: RR-18-4410

Consultant: Juneau Associates, Inc. P.C.

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-18-4410

Juneau Associates, Inc. P.C.

SCOPE OF SERVICES

Provide engineering services including survey, CAD, and the preparation of the MOT in accordance with the Tollway Standards.

EXHIBIT G

Contract No. RR-18-4410

Juneau Associates, Inc. P.C.

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-16-4281	Surveying Services. Tri-State Tollway,	\$50,000.00	\$23,301.00	2.28.2019
I-16-4283	Jane Addams Memorial Construction Management Upon Request. On-call and as needed construction management services.	\$100,000.00	\$33,656.00	12.31.2018
RR-17-4292	Construction Management Services. Systemwide, Veterans Memorial Tollway, Pavement Preservation	\$22,074.00	\$12,080.00	10.31.2018
I-17-4301	Phase II Engineering Services. Tri-State Tollway, Roadway Reconstruction, St. Charles Rd (M.P. 32.3) to North Avenue/Lake St. (M.P. 33.5)	\$212,000.00	\$158,168.00	10.31.2021
I-17-4308	Phase II Engineering Services. Tri-State Tollway, ITS & Lighting installation, 95th St. (M.P. 17.8) to Balmoral Ave. (M.P. 40.0)	\$152,000.00	\$147,457.00	12.31.2022
I-17-4309	Phase II Engineering Services. Tri-State Tollway, Advanced MOT Rehabilitation 95th St (M.P. 17.8) to East West Connector (M.P. 29.1)	\$29,000.00	\$29,000.00	12.31.2021
I-17-4310	Phase II Engineering Services. Tri-State Tollway, Advance MOT Rehabilitation, East West Connector (M.P. 29.1) to Balmoral Ave. (M.P. 40.0).	\$14,381.34	\$14,381.34	12.31.2022
RR-17-4314	Construction Management Services. Tri-State Tollway (I-2954) Pavement and Structural Preservation and Rehabilitation, M.P. 40.0 (Balmoral Ave) to M.P. 52.9 (Lake Cook Road). Construction Management Services	\$83,100.00	\$83,100.00	12.1.2018
I-17-4315	Construction Insp. & Surveying. Tri-State Tollway, Construction Management Upon Request. Phase III Engineering Services	\$150,000.00	\$150,000.00	9.30.2022
I-18-4352	Reagan Memorial Tollway (I-188), Windsor Road Bridge Widening. Phase II Engineering Services	\$33,800.00	\$33,800.00	11.30.2018

RR-18-4353	Surveying Services. Systemwide, Design upon Request. On call and as-needed Phase II Engineering Services	\$120,120.00	\$120,000.00	12.31.2021
RR-18-4355	Surveying & Construction Management Services. Intelligent Transportation Systems (ITS) Services Upon Request. On call and as-needed Phase II Engineering Services and Construction Management Services	\$70,000.00	\$70,000.00	6.30.2021
RR-18-4360	Construction Management Services. Systemwide, Construction Management Upon Request. On call and as-needed Construction Management Services	\$90,000.00	\$85,104.00	5.31.2020
I-18-4361	Elgin O'Hare Western Access, West Extension. Phase I Engineering Services for Planning Studies and Master Plan Services	\$129,000.00	\$129,000.00	12.31.2020
I-15-4656	Design Services - EOWA, I-294 to I-90 Tri-State and Franklin/Green Street	\$490,000.00	\$274,720.00	6.01.2018
I-17-4675	Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange (Eastbound Collector Distributor Road). Phase II Engineering	\$80,000.00	\$18,133.00	8.31.2020
RR-16-9197	Systemwide Design Services Upon Request Non Roadway. On-call and as-needed Phase II Engineering	\$100,000.00	\$62,467.00	12.31.2018
RR-18-4378	Systemwide, Construction Management Upon Request. On call and as-needed Construction Management Services	\$150,000.00	\$150,000.00	12.31.2020
RR-18-4379	Reagan Memorial Tollway, Roadway and Bridge Rehabilitation M.P. 117 (Aurora Toll Plaza) to M.P. 123.4 (IL 59). Phase II Engineering Services	\$150,000.00	\$147,691.40	5.31.2019
RR-18-9206	Materials Engineering Services, Systemwide	\$93,375.00	\$93,375.00	9.30.2019

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Contract Information Sheet

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

Consultant Name: Millennia Professional Services

Contract Number: RR-18-4410

Proposal Date: 10/29/2018

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-18-4410

Consultant:

Millennia Professional Services

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2019												Grand Total Exhibit A Hours	824
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS	
Geotechnical Services		20	20	20	20	40	40	40	20	20	20	20	20	280
TOTALS		20	20	20	20	40	40	40	20	20	20	20	20	280

Contract Number: RR-18-4410

Consultant: Millennium Professional Services

Millennium Professional Services

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2021												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Geotechnical Services	0	20	20	20	20	22	20	20	20	0	0	0	0	162
TOTALS		20	20	20	20	22	20	20	20	0	0	0	0	162

Contract Number: RR-18-4410

Consultant: Millennium Professional Services

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2022												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Geotechnical Services	0	0	0	0	0	20	10	0	0	0	0	0	0	30
TOTALS						20	10							30

Contract Number: RR-18-4410 Consultant: Millennium Professional Services

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2023												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Geotechnical Services	8															8
TOTALS	8															8

ALLOWABLE DIRECT COSTS

09.12.2018

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

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

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates_
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a “tool of the trade.”

ALLOWABLE DIRECT COSTS

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

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

NOTES:

- For CM contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CM Manual allowance.

Contract No.: RR-18-4410

Consultant: Millennia Professional Services

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-18-4410

Millennia Professional Services

SCOPE OF SERVICES

Millennia is a subconsultant to Wang Engineering on this contract. Millennia will provide geotechnical services support to Wang Engineering. Millennia will provide geotechnical soil borings, reports and associated services for projects associated with Move Illinois.

EXHIBIT G

Contract No. RR-18-4410

Millennia Professional Services

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-15-4658	EOWA, I-294 to I-90-Bensenville Yard	\$2,031,380.00	\$2,022,426.08	On hold
RR-15-4242	Materials Engineering Services Upon Request	\$450,000.00	\$340,000.00	12/31/2019
I-14-4646	Land Acquisition and Surveying Services Upon Request - System wide	\$180,000.00	\$165,000.00	6/30/2020
I-12-4041	Elgin O'Hare Western Access from US Rte 20 to IL Rte 83	\$228,178.00	\$2,000.00	12/31/2018
4274	IL 47 over I-88 Phase II	\$343,748.00	\$80,000.00	12/31/2018
4680	EOWA, IL 390 from IL 83 to York Road	\$652,300.00	\$652,300.00	6/30/2020
4117	Regan Memorial - East-West Connector	\$29,000.00	\$29,000.00	5/30/2019
4380	EOWA (I-490)/Tri-State (I-294) Construction	\$265,000.00	\$265,000.00	8/31/2021

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

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

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

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

** Additional services funds require prior authorization before use

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

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

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